

**TOWN OF FLORENCE
REGULAR MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON MONDAY, AUGUST 4, 2014, AT 5:15 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

- 2. ROLL CALL:** Mayor Rankin___; Vice-Mayor Smith___;
Councilmembers: Tom Celaya___; Bill Hawkins___;
Ruben Montaña___; Tara Walter___; Vallarie Woolridge___

3. ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body to evaluate the Town Magistrate, in accordance with A.R.S. § 38-431.03(A).

4. ADJOURN FROM EXECUTIVE SESSION

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

8. PUBLIC HEARINGS AND PRESENTATIONS

- a. **Issuance of a** Proclamation declaring August 2014 as Child Support Awareness Month.
- b. **Issuance of a** Proclamation declaring August 2014 as Drowning Impact Awareness Month.
- c. **Public hearing** on a request by United Engineering Group, on behalf of Palms-Magic Ranch 80, LLC, on an application to replace the existing Planned Unit Development (PUD) zoning with a new Planned Unit Development (PUD). The Ashburn at Magic Ranch PUD is a planned single-

family residential community of approximately 80 acres that is generally located west of Mitchell Trail, south of Arizona Farms Road and east of the Union Pacific Railroad. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-01. First reading of Ordinance No. 613-14: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE ASHBURN AT MAGIC RANCH PLANNED UNIT DEVELOPMENT (PZC-20-14-PUD).

- d. **Public hearing** on a request by the Arizona State Land Department request to change the existing zoning on approximately 320 acres from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD). The Lookout Mountain II PUD proposes underlying zoning of Multi-Family Residential (MFR) and Highway Business Commercial (B-2) on the property, which is generally located south of Arizona Farms Road, east and adjacent to the Gila River Indian Community and west of the Union Pacific Railroad. The subject site is also bisected by Hunt Highway. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-01. First reading of Ordinance No. 614-14: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE LOOKOUT MOUNTAIN II PLANNED UNIT DEVELOPMENT (PZC-21-14-PUD).
- e. **Public hearing** on a request by The WLB Group, Inc., on behalf of El Dorado Arizona Farms, LLC, for a request to replace the existing Planned Unit Development (PUD) zoning with a new Planned Unit Development (PUD). The Arizona Farms West PUD is a planned mixed use community of approximately 389 acres generally located on the south side of Arizona Farms Road, east of the Quail Run Lane alignment, north of the Heritage Road alignment and west of the Copper Basin Railroad. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-01. First reading of Ordinance No. 616-14: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE ARIZONA FARMS WEST PLANNED UNIT DEVELOPMENT (PZC-24-14-PUD).
- f. **Public hearing** on a request by The WLB Group, Inc., on behalf of: El Dorado Arizona Farms, LLC; Langley AZ Farms 150, LLC; Wolfy's R. E. Holdings, LLC; David C. Phillips c/o BGH Associates, LLC, and Superstition Springs R-14 Association to replace the existing Planned Unit Development (PUD) zoning with a new Planned Unit Development (PUD). The Arizona Farms East PUD is a planned mixed use community of approximately 766 acres generally located on the south side of Arizona Farms Road, north of the Heritage Road alignment, west of Felix Road and east of the Copper Basin Railroad. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-02. First reading of Ordinance No. 617-14: AN

**ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA,
APPROVING THE ARIZONA FARMS EAST PLANNED UNIT DEVELOPMENT
(PZC- 25-14-PUD).**

- g. Public hearing** on a request by United Engineering Group, on behalf of RMG Lucky Hunt LLC, for a change to the existing zoning on approximately 65 acres from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD). The Reserve at Lookout Mountain PUD is a proposed single-family residential community generally located on the west side of Hunt Highway at the Heritage Road alignment. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-01. First reading of Ordinance No. 618-14: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RESERVE AT LOOKOUT MOUNTAIN PLANNED UNIT DEVELOPMENT (PZC-02-14-PUD).
- 9. CONSENT:** All items indicated by an (*) will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

 - a. *Approval of** accepting the register of demands ending June 30, 2014, in the amount of \$2,452,387.59.
 - b. *Authorization to** enter into an Assurance Agreement for Construction of Subdivision Improvements with D.R. Horton, Inc.
 - c. *Authorization to** purchase a Ford Explorer for the Fleet Motor Pool, from Chapman Ford, in an amount not to exceed \$30,623.94.
 - d. *Authorization to** purchase two Chevrolet Tahoe vehicles, for the Police Department, from Midway Chevrolet, in an amount not to exceed \$64,750.00.
 - e. *Approval to enter** into a lease agreement with the Pinal County Federal Credit Union, to lease property located at 200 W. 20th Street, from the Town of Florence.
- 10. NEW BUSINESS**

 - a. Discussion/Approval/Disapproval** of entering into a contract with EPS Group, to design a new waterline along SR 79 from Caliente to Vista Hermosa, in an amount not to exceed \$111,460.
 - b. Ordinance No. 619-14: First** reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4,

ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF FLORENCE, ARIZONA, AND PROVIDING FOR A RESCISSION OF SUCH ANNEXATION IF THE ANNEXATION IS CHALLENGED (MAGIC RANCH ANNEXATION NO. 2013-01).

- c. **Ordinance No. 620-14:** First reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF FLORENCE, ARIZONA, AND PROVIDING FOR A RESCISSION OF SUCH ANNEXATION IF THE ANNEXATION IS CHALLENGED (ARIZONA FARMS ANNEXATION NO. 2013-02).
- d. **Resolution No. 1465-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH BARCLAY HOLDINGS XLIII, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “BARCLAY” PROPERTY).
- e. **Resolution No. 1466-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH CHI CONSTRUCTION COMPANY, AN ARIZONA CORPORATION, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “PARCEL G AND PORTIONS OF PARCELS K AND F AT MAGIC RANCH” PROPERTIES).
- f. **Resolution No. 1467-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH D. R. HORTON, INC., A DELAWARE CORPORATION, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “MAGIC RANCH - PARCELS B & C” PROPERTIES).
- g. **Resolution No. 1468-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH EL DORADO ARIZONA FARMS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-

ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “ARIZONA FARMS WEST” PROPERTY).

- h. **Resolution No. 1471-14:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH EL DORADO ARIZONA FARMS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND LANGLEY ARIZONA FARMS 150, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-02 – “ARIZONA FARMS EAST” PROPERTY).
- i. **Resolution No. 1470-14:** Discussion/Approval/Disapproval of A RESOLUTION of the TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH CMG 900, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “399 FINISHED LOTS WITHIN MAGIC RANCH” PROPERTY).

11. DEPARTMENT REPORT

- a. **Manager’s Report**
- b. **Department Reports**
 - i. **Community Development**
 - ii. **Courts**
 - iii. **Finance**
 - iv. **Fire**
 - v. **Library**
 - vi. **Parks and Recreation**
 - vii. **Police**
 - viii. **Public Works**
 - ix. **Utilities**

12. CALL TO THE PUBLIC

13. CALL TO THE COUNCIL

14. ADJOURNMENT

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town’s Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON AUGUST 1, 2014, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.*****



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8a.

MEETING DATE: August 4, 2014

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/
Town Clerk

SUBJECT: Child Support Awareness Month

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Governor Janice K. Brewer, along with the Arizona Department of Economic Security - Division of Child Support Services, has asked that the Town of Florence proclaim August 2014 as Child Support Awareness Month.

BACKGROUND/DISCUSSION:

The Division of Child Support Services is committed to serving Arizona families and fosters the philosophy that both parents need to be an integral part of a child's life in order to allow the child to reach his/her full potential.

The Division of Child Support Enforcement has changed its name to The Division of Child Support Services, which better identifies that they are a support service with an emphasis on positive customer engagement.

Tasked with being the fiduciary for determining legal parentage and establishing and enforcing support orders, their ultimate goal is to improve the lives of the children and families they serve. They work with several organizations to assist with parental responsibility to ensure that the children receive support from both parents, even though they live in separate households.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Proclaim August 2014 as Child Support Awareness Month.

ATTACHMENTS:

Proclamation

Department of Economic Security Letter dated July 1, 2014

State Proclamation

Family Fun Day Flyer and Registration Form

Proclamation

CHILD SUPPORT AWARENESS MONTH AUGUST 2014

WHEREAS, Since 1995, the United States has been honoring Child Support Awareness Month during the month of August; and Past President Bill Clinton stated that providing for our children is one of humanity's worthiest and most fundamental endeavors. Children are the best part of ourselves – the sum of our past and the promise of our future, the guarantee that our lives and values and dreams will flourish long after we are gone; and

WHEREAS, Child Support Awareness Month is a time to salute parents who work hard to ensure their children grow up in stable homes and look forward to a bright future; and

WHEREAS, Child Support Awareness Month is aimed at spotlighting the important role parents play in supporting their children physically, mentally, and emotionally; and is also aimed at recognizing the many parents and child support professionals that work hard to improve the lives of children affected by parental separation; and

WHEREAS, with the focus of partnering being of great importance, the Department of Economic Security is changing the name of the Division of Child Support Enforcement to the Division of Child Support Services, with the division taking the steps to effectively educate and train all child support staff and partners to provide positive customer engagement and having available quality supportive services within the community to effectively aid parents as they work to meet the physical development, emotional growth, and economic stability of Arizona's children.

NOW, THEREFORE, I, Tom J. Rankin, Mayor of the Town of Florence, Arizona, do hereby proclaim August as **CHILD SUPPORT AWARENESS MONTH** in the Town of Florence, Arizona, and urge all citizens to come forward and do something positive that will help support those children care.

Dated this 4th day of August 2014.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

July 01, 2014

Dear Child Support Community,

The Division of Child Support Services (DCSS) is committed to serve our child support families and encourage both parents to be engaged in every stage of a child's life. We partner with many organizations to promote parental responsibility so that children receive support from the parents, even when they live in separate households.

While DCSS is charged with being a fiduciary for establishing legal parentage and establishing and enforcing support orders, the ultimate goal is to improve the lives of the children and families we serve.

We are grateful for Governor Brewer's acknowledgement of August 2014 as Child Support Awareness Month. We appreciate the many organizations that contribute to the child support mission and work tirelessly to ensure a successful future for the children and families of Arizona.

We invite you to join us throughout August in promoting Child Support Awareness Month. We also welcome your ideas for promoting Child Support Awareness within your community. Please contact Marjorie Cook with any ideas or event information at (602) 771-6302.

Thank you for your commitment in lending a helping hand for our children and families.

Sincerely,

Scott Lekan
Deputy Assistant Director
Division of Child Support Services

Janice K. Brewer
Governor

Office of the Governor

*** CHILD SUPPORT AWARENESS MONTH ***

WHEREAS, the safety and well-being of children is paramount and families need financial means and stability to protect and assist their children; and

WHEREAS, providing resources to aid parents in succeeding can make a difference in helping to promote long-term security and enriching a child's life and will make our children stronger; and

WHEREAS, parents and/or caretakers, through a strong work ethic and personal responsibility, can provide a stable foundation for life to children who are dependent upon them for their daily financial, emotional and physical growth; and

WHEREAS, collaborative community partnering with parents can assist in identifying valuable resources that may be necessary to achieve self-sufficiency, including employment, education, parenting time, health care, and other services, to obtain the best possible outcomes; and

WHEREAS, community partnerships can serve as a strong resource to families by providing constant family support and guidance, and give families the power to decide their children's future; and

WHEREAS, recognizing that education plays a critical role in improving Arizona's opportunities for growth and prosperity for parents as well as children and ensures children are well-equipped for school and achieve academic success at all levels; and

WHEREAS, enhanced occupational and literacy skills, enables parents to be more competitive in the workforce, improves self-esteem, provides for better paying jobs and greater employment opportunities; and

WHEREAS, the Department of Economic Security, Division of Child Support Services is committed to assisting parents in realizing their financial responsibilities, updating and maintaining open, continuous, consumer-friendly communications, and engaging with parents and diverse family structures, to assist them towards greater self-sufficiency to attain the best results for Arizona's children.

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, do hereby proclaim August 2014 as

*** CHILD SUPPORT AWARENESS MONTH ***

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona



Janice K. Brewer
GOVERNOR

DONE at the Capitol in Phoenix on this twenty-seventh day of June in the year Two Thousand and Fourteen, and of the Independence of the United States of America the Two Hundred and Thirty-eighth.

ATTEST:

Ken Blum

Secretary of State

JOIN US FOR A FREE DAY OF FUN FOR THE WHOLE FAMILY!



2nd Annual

Family Connection Fun Day!

&

Back to School Bash

SATURDAY AUGUST 2, 2014

9am-1pm

**The Salvation Army
Kroc Center**

1375 E. Broadway Road, Phoenix, AZ 85040

- * Snacks & Drinks
- * Resource Fair
- * Giveaways
- * Games
- * Free Backpacks
- * Free Haircuts
- * Music & Dancing
- * and much more!

Sponsored by the Arizona Child Support Program in partnership with the Salvation Army Kroc Corps Community Center
For More Information Call 602-771-6319



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona



THE SALVATION ARMY RAY & JOAN

**KROC CORPS
COMMUNITY CENTER**

PHOENIX SOUTH MOUNTAIN



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona



Division of Child Support Services (DCSS)

Family Connection
Fun Day!
&
Back to School Bash



SATURDAY AUGUST 2, 2014
9am-1pm

The Salvation Army
Kroc Center

1375 E. Broadway Road, Phoenix, AZ 85040

Organization / Agency Name: _____

Contact Person: _____

Contact Information

Phone:	Email Address:
Fax:	Website:
Mailing Address:	
Locational Address:	

Description of the services you will provide:

Participants need to bring a child friendly, family engaging activity for their table. Describe the activity you will provide: [Example: game, arts and craft activity, etc.]

We are seeking raffle prizes to reward families who stop by all of your resource tables. Is your organization willing to donate a raffle prize? YES NO

If yes, please describe the type of raffle prize you will donate:

Will you need electricity for your table? YES NO

Event Location: The Salvation Army Kroc Corps Community Center - 1375 E. Broadway Road, Phoenix, AZ 85040

Participant Expectations

- One (1) table and two (2) chairs will be provided for vendors
- Park within the designated vendor parking area
- Outdoor activities will be assigned to an outdoor area
- Setup is from 8:00 AM - 8:30 AM
- Breakdown is from 1:00 PM - 2:00 PM (All vendors and participants are required to clean up after their activity)
- Participants are required to remain setup throughout the duration of the event
- Participants / Vendors are required to provide a **Certificate of Liability Insurance** listing the event day at **Salvation Army, a California Corporation 1375 E. Broadway Road, Phoenix, AZ 85040** as “additional insured”

Restrictions

- Vendor provided activities must be anti-violent, child friendly and within censorship guidelines
- This is a family friendly event, alcohol is prohibited by law
- No smoking is permitted
- Vendor pets are not permitted, except ADA compliant service animals

Safety cautions

- Kroc Center staff are CPR certified and will be assisting as volunteers
- No fire arms, weapons of any type


On behalf of *(list company name)* _____, we fully support this event and agree to all participating requirements.

Representative signature: _____ Date: _____

Please return this Registration Form, your Company’s Logo, and Certificate of Liability Insurance by Monday July 7th, 2014

Send to Jillian Seamans
JSeamans@azdes.gov or fax to 480-926-5193

Thank you for your interest in participating at the Family Connection Fun Day event. DES DCSS reserves the right to decline a registration without reason or cause.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: August 4, 2014 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Drowning Impact Awareness Month		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

The Phoenix Children’s Hospital has asked that the proclamation be read at the August 4, 2014 Town Council Meeting; drawing the media’s attention to the proclamation increases awareness of the efforts of water safety as a whole. The public is encouraged to wear purple ribbons during the month of August to promote awareness.

BACKGROUND/DISCUSSION:

For the eleventh year, the Water Watchers Program, led by Phoenix Children's Hospital, along with Arizona Fire Departments and local businesses, are recognizing August as Drowning Impact Awareness Month. Last year, cities and towns throughout the State of Arizona, as well as the Governor’s Office, passed proclamations. They hope to exceed last year’s total of purple ribbons worn by supporters, which was over 100,000.

The Town has been asked that purple ribbons be worn to remember the impact of child drownings and to commit to be water safe this August. It is crucial to be a part of this important effort and practice the ABC’s of Water Safety (Adults, Barriers, and Classes.)

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Proclaim August 2014 as Drowning Impact Awareness Month.

ATTACHMENTS:

Proclamation

Proclamation

DROWNING IMPACT AWARENESS MONTH AUGUST 2014

WHEREAS, Drowning Impact Awareness Month will raise awareness that the number and impact of child drownings in Arizona affects everyone; and

WHEREAS, the drowning incidents in Arizona take the lives of the equivalent of a classroom of children each year; and

WHEREAS, a child drowning can happen to any family regardless of education, race or socio-economic background; and

WHEREAS, families can take simple steps to protect their children around water to avoid the tragedy of the unnecessary loss of life; and

WHEREAS, water safety remains a priority for Arizona families, communities, and government, and Water Watchers at Phoenix Children's Hospital; and

WHEREAS, keeping children healthy and safe is the goal of Water Watchers at Phoenix Children's Hospital, Fire Departments and other prevention institutions in Arizona, raising awareness will increase understanding and education of effective ways to prevent drownings.


NOW, THEREFORE, I, Tom J. Rankin, Mayor of the Town of Florence, Arizona, do hereby proclaim August 1 through 31, 2014 as **DROWNING IMPACT AWARENESS MONTH** in the Town of Florence, Arizona.

Dated this 4th day of August 2014.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 613-14: Ashburn at Magic Ranch (PZC-20-14-PUD)		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Public hearing and first reading only on August 4, 2014.

After second reading on a future date, motion to adopt Ordinance No. 613-14 for the Ashburn at Magic Ranch PUD.

REQUEST:

This is a request by United Engineering Group, on behalf of Palms-Magic Ranch 80, LLC, for approval of the following:

An application to replace the existing Planned Unit Development (PUD) zoning with a new Planned Unit Development (PUD). The Ashburn at Magic Ranch PUD is a planned single-family residential community of approximately 80 acres that is generally located west of Mitchell Trail, south of Arizona Farms Road and east of the Union Pacific Railroad. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-01.

BACKGROUND/DISCUSSION:

The purpose of this report is to request the approval of a new Planned Unit Development (PUD) zoning for Ashburn at Magic Ranch, an approximately 80 acre site. This PUD lays out the land use characteristics for the development that includes single family residential homes, open space tracts and a potential new fire station site. This document adheres to the Town’s overall plan and Florence’s vision for future build out. The proposed land use for this project will aid the Town in meeting their growth area goals and to help the expanding economy.

The subject property is located along North Mitchell Trail, 1/4 mile south of East Arizona Farms Road, in Pinal County, Arizona, and is currently within the jurisdiction of Pinal County; however, it is part of a large Magic Ranch annexation initiated by the Town of Florence. The surrounding properties in the area include finished lots within the Magic Ranch Master Plan, vacant desert to the south, a mini storage facility to the north, the Union Pacific Railroad to the west and additional vacant desert to the east, followed by farm land.

The current Magic Ranch Master Plan consists of more than 1,500 acres of mixed development featuring low to medium density housing, a golf course and several areas reserved for neighborhood commercial uses. Other surrounding property owners in the area include residential lots, Johnson Utilities Waste Water Treatment Plant and a refuse transfer station.

The proposed development encourages active interaction and safety through the use of pedestrian friendly paths/trails/sidewalks as well as including various amenities. The landscape design concept for the open space areas (over 22% open space proposed in conceptual layout) will include the use of shade trees, shrubs, ground cover, and areas of turf for recreation. Plant material selections will be adaptable to the desert low water environment.

ANALYSIS:

This project intends to develop with residential lots, as well as a four acre fire station site. In addition, the development will conform to the Town's 2020 General Plan goals as well as incorporate a common community design identity and will also adhere to all standards within the Pre-Annexation and Development Agreement (PADA) being negotiated concurrently with the annexation.

Residential Development

The residential land use within this proposed project will be subject to the requirements with this PUD book dated May 13, 2014, as well as other applicable Town ordinances. The lots will range from 5,000 sq. ft. to 6,000 sq. ft. and residential lot sizes are anticipated to be 45' x 115' and 55' x 115' in size.

Architectural styles will vary with the final design and the sizing of homes. The master developer will help determine the final products of housing to be offered in this development. Options to individualize the homes such as a variety of colors and desert front yard landscaping arrangements will be encouraged.

Open Space, Parks and Trails

A minimum of 15% overall open space area will be required based upon the total site acreage (79.77 acres) of the Project. Therefore, a minimum of 12 acres will be necessary for open space within the community. The preliminary site plan and

proposed lot layout calls for over 17 acres of open space or 22.48%. This exceeds the minimum requirements and will provide plenty of recreational space for residents.

Open space will consist of a proposed trail, a network of parks, tot lots, retention areas, other amenities and landscape buffers along the arterial and collector roadways. Pathways are connected by sidewalks and streets so the recreation system is easily accessible. The landscape design concept for the open space areas will include the use of shade trees, shrubs, ground cover, and areas of turf for passive and active recreation. Plant material selections will be adaptable to the desert low water environment.

Open space tracts for the PUD will be improved concurrent with the development phase in which the landscaping or amenities are located. All residential open space areas, including landscaping within adjacent right-of-ways, will be maintained by a homeowner's association. Parks, trails and path areas are to be developed to the standards set forth in the 2008 Town's Parks, Trails and Open Space Master Plan. Certain paths and trails located in the Ashburn at Magic Ranch PUD may be identified on the landscape plans as lighted/illuminated to encourage safe pedestrian access. Park areas within residential parcels will contain multiple amenities to encourage both passive and active recreational usage. Amenities may include ramadas, picnic tables, tot lots, and walkways. Turf play areas may also be provided for additional activities.

Public Safety

This community, upon annexation, will be served by the Town Police and Fire Departments. A police beat is being established for this area and a police sub-station will be housed in the Anthem at Merrill Ranch Fire Station No. 2, which will also be the nearest fire station for the annexation area. The property owner is dedicating a four acre site to for a new fire station that may also include a police sub-station. This dedication is discussed in greater detail in the Pre-Annexation and Development Agreement (PADA) for the subject property. If this dedication does not occur in accordance with the terms of the PADA, the subject four acre site will be developed with single-family homes consistent with the project's planned lot and housing types.

Sound Mitigation for Railroad

The Union Pacific Railroad runs east of the subject site and is currently in use. Railroads in this area are common and this rail line runs north/south through nearby cities and towns including Queen Creek, Chandler and Gilbert. Due to the noise the railroad will create, sound mitigation will be included in this development. There are several new developments that have been constructed adjacent to this same Union Pacific Railroad which have utilized a barrier wall to effectively reduce the noise.

Barrier walls are typically used near railroad lines to mitigate the noise from trains. A barrier wall will be installed for safety purposes and noise reduction adjacent to the railroad right-of-way. This will aid in further buffering the site. This is typical for

developments situated along railroad corridors and helps significantly reduce the effects associated with living near railroad tracks.

Water

Potable water for the project will be provided by Johnson Utility Company (JUC). A water master plan report and plans, meeting the approval of the Town Engineer and JUC, are required prior to the approval of final plats for this development. If required, this PUD shall permit the placement of the necessary water infrastructure, including, but not limited to water mains, wells, pumps, and water storage facilities within the project.

Sewer

Sewer service for the project will be provided by Johnson Utilities. A sewer master plan study and plans, meeting the approval of the Town Engineer, are required prior to the approval of final plats for this development. If required, this PUD shall permit the placement of the necessary sewer infrastructure, including, but not limited to sewer mains, recharge areas and lift stations within the project.

Currently Johnson Utilities owns a non-operational lift station located behind an eight foot chain link fence near the main entrance. The subject site will tie into this lift station where it will then be pumped into the Section 8 Waste Water Treatment Plant (WWTP) located just southeast of the site. The lift station is approximately 30% complete with the grit chamber constructed.

Once development resumes, JUC will likely build the lift station sized for Magic Ranch 80 only. The lift station may be upsized in the future for any of the surrounding neighbors who contribute to the upsizing.

Transportation

The transportation and circulation plan will be developed consistent with recommendations from the Community Development Director and Town Engineer. This project proposes three entry/exit points located along Mitchell Trail with one entry/exit point for the proposed fire station along Mitchell Trail. Required improvements, as well as any potential phasing of required improvements, shall be further determined upon the review of detailed construction plans for the subject site. Roadway standards, roadway development and traffic impact analysis reports (as requested by the Town) will be subject to review and approval of the Town Engineer.

General Plan

The subject site's proposed uses and PUD zoning are consistent with the Town of Florence 2020 General Plan. The subject site retains the General Plan designation of Medium Density Residential 1(MDR1).

PUBLIC PARTICIPATION:

Subject: Ordinance No. 613-14: Ashburn at Magic Ranch PUD PZC-20-14-PUD

Meeting Date: August 4, 2014

Page 4 of 6

The Town has reached out to all Town residents and other property owners through a public participation process that includes:

- A notice for the Planning and Zoning Commission public hearings was mailed to all property owners within 300 feet of the site
- Property Posting (Sign) - Notice of public hearing for a Planned Unit Development was posted on the site
- Advertisements in the local Town paper
- One public hearing for the Planning and Zoning Commission
- Town Council public hearing

As of this writing, staff has not received any public comments on this case.

HEARINGS:

June 19, 2014	Planning and Zoning Public Hearing
August 4, 2014	Town Council Public Hearing and 1 st Reading
*Future Date	Town Council and 2 nd Reading Action

All meetings will be held at Town Hall Council Chambers, 775 North Main Street, Florence, Arizona 85132.

*Indicates a Special Meeting by the Town Council.

FINDINGS:

Planning Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan
2. The proposed Planned Unit Development (PUD) zoning is consistent with the MDRI General Plan land use designation on the subject property

FINANCIAL IMPACT:

The zoning in itself has no fiscal impact. The future development of the site will generally have a positive fiscal impact on the Town.

RECOMMENDATION:

The Planning and Zoning Commission found that the Ashburn at Magic Ranch Planned Unit Development (PZC-18-14-PUD) is in compliance with the Town's 2020 General Plan and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the Ashburn at Magic Ranch Planned Unit Development, as described in Exhibit A, to the Mayor and Town Council, subject to the following conditions:

1. The development of the subject site shall be in conformance with the Ashburn at Magic Ranch Planned Unit Development (PUD) development book dated May 13, 2014, any applicable Development Agreements, Town codes and ordinances.
2. Property Owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.
3. The extent of all on-site and off-site improvements required by the Town, as well as the phasing of such, shall be subject to further Town Engineer and Planning Department reviews and approvals of development/construction plans and engineering reports.
4. Final plans for grading, drainage, infrastructure phasing, right-of-way dedications, roadway improvements, water plans and sewer plans are subject to the review and approval of the Town Engineer.
5. All future development of the site shall be subject to the Town's Design Review process which shall consider, amongst other things, site design, architectural designs, building materials, lighting, parking, landscaping, grading, drainage, access, circulation, building colors, signage, building locations, buffering, sanitation, walls, fences, fire protection and compatibility with surrounding properties. Design Review approval is required prior to the issuance of building permits for the site.
6. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Ordinance No. 613-14
Exhibit A
Exhibit B
Application materials

Subject: Ordinance No. 613-14: Ashburn at Magic Ranch PUD PZC-20-14-PUD
Meeting Date: August 4, 2014
Page 6 of 6

ORDINANCE NO. 613-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE ASHBURN AT MAGIC RANCH PLANNED UNIT DEVELOPMENT (PZC-20-14-PUD).

WHEREAS, a request to amend the existing zoning on the subject properties from the existing Planned Unit Development (PUD) to a new Planned Unit Development (PUD) that has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found the Ashburn at Magic Ranch PUD is in conformance with the Town's 2020 General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence, Arizona, an unanimous favorable recommendation for the Ashburn at Magic Ranch PUD, subject to certain conditions; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence, Arizona, and the Ashburn at Magic Ranch PUD has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The Zoning Map of Florence Arizona is hereby amended by changing the zoning classification of the parcels of land depicted on EXHIBIT A attached hereto, from existing Planned Unit Development (PUD) to a new Planned Unit Development (PUD), subject to the following condition:

1. The development of the subject site shall be in conformance with the Ashburn at Magic Ranch Planned Unit Development (PUD) development book dated May 13, 2014, any applicable Development Agreements, Town codes and ordinances.
2. Property Owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.
3. The extent of all on-site and off-site improvements required by the Town, as well as the phasing of such, shall be subject to further Town Engineer and Planning Department reviews and approvals of development/construction plans and engineering reports.

4. Final plans for grading, drainage, infrastructure phasing, right-of-way dedications, roadway improvements, water plans and sewer plans are subject to the review and approval of the Town Engineer.
5. All future development of the site shall be subject to the Town's Design Review process which shall consider, amongst other things, site design, architectural designs, building materials, lighting, parking, landscaping, grading, drainage, access, circulation, building colors, signage, building locations, buffering, sanitation, walls, fences, fire protection and compatibility with surrounding properties. Design Review approval is required prior to the issuance of building permits for the site.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ___ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

Exhibit A: Asburn at Magic Ranch PUD Zone Change



Town of Florence



Ashburn Site Parcel Lines
Town Limits

Legal Description

Parcel 1:

Parcel 7, Book 1 of Surveys Page 45, 46, and 47, being that portion of the East Half of Section 2, Township 4 South, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Commencing at the Northeast corner of said Section 2;

Thence South 0 Degrees 38 Minutes 42 Seconds East a Distance of 1331.68 feet;

Thence North 89 Degrees 56 Minutes 34 Seconds West a Distance of 1338.85 feet to the Point of Beginning;

Thence North 89 Degrees 56 Minutes 34 Seconds West a Distance of 1338.92 feet;

Thence South 0 Degrees 23 Minutes 12 Seconds East a Distance of 1295.56 feet;

Thence North 89 Degrees 58 Minutes 24 Seconds East a Distance of 1341.86 feet;

Thence North 0 Degrees 31 Minutes 02 Seconds West a Distance of 1293.61 feet to the Point of Beginning.

Parcel 2:

Parcel 11, Book 1 of Surveys Page 45, 46, and 47, being that portion of the East Half of Section 2, Township 4 South, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Commencing at the Northeast corner of said Section 2;

Thence South 0 Degrees 38 Minutes 42 Seconds East a Distance of 2623.36 feet;

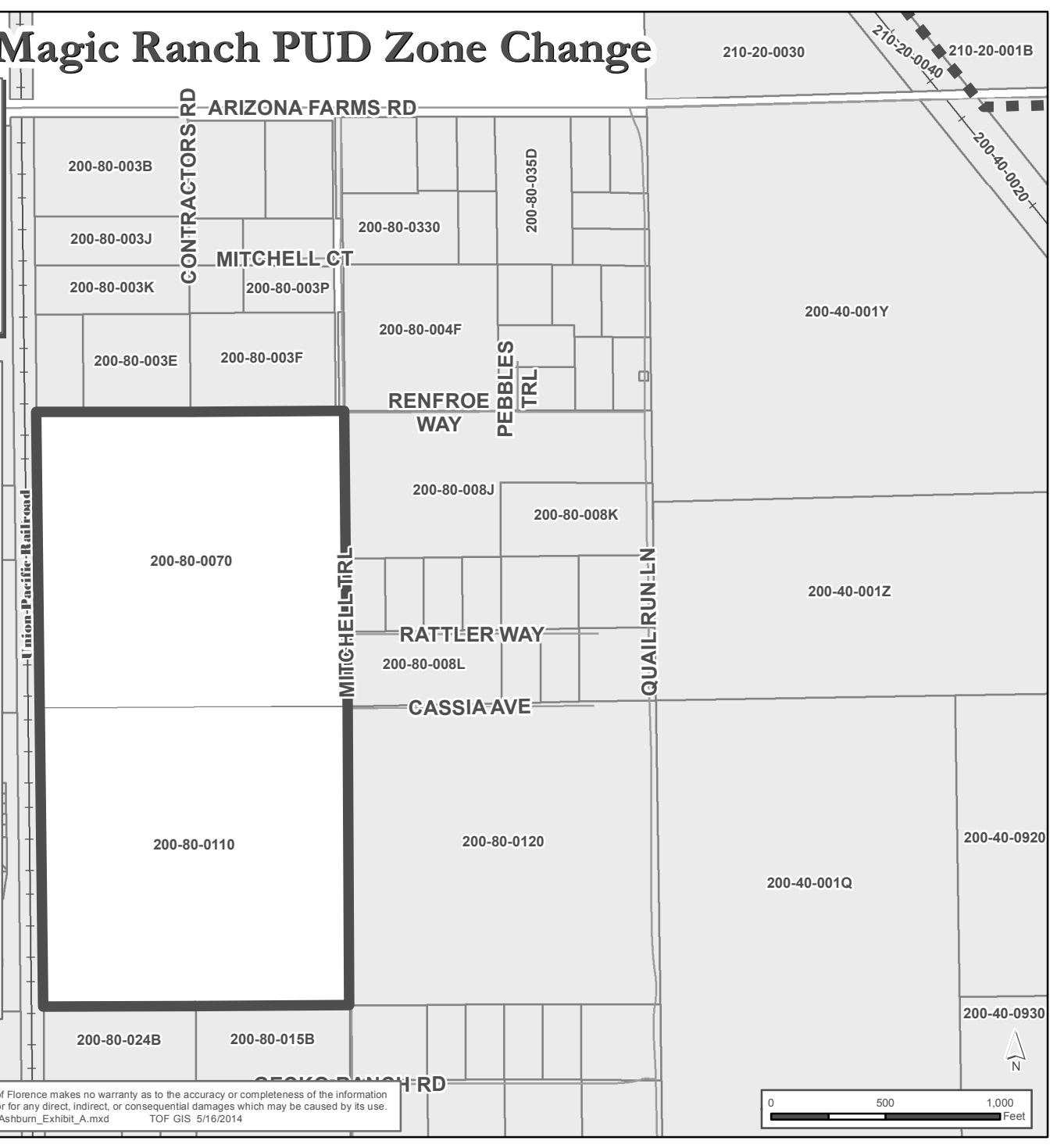
Thence South 89 Degrees 58 Minutes 24 Seconds West a Distance of 1341.71 feet to the Point of Beginning;

Thence South 0 Degrees 31 Minutes 02 Seconds East a Distance of 1293.61 feet;

Thence South 89 Degrees 53 Minutes 23 Seconds West a Distance of 1344.80 feet;

Thence North 0 Degrees 23 Minutes 12 Seconds West a Distance of 1295.56 feet;

Thence North 89 Degrees 58 Minutes 24 Seconds East a Distance of 1341.87 feet to the Point of Beginning.



This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.
Ashburn_Exhibit_A.mxd TOF GIS 5/16/2014



EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change/Planned Unit Development Application PZC-20-14-PUD. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change/Planned Unit Development Application PZC-20-14-PUD ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change/Planned Unit Development Application PZC-20-14-PUD. Except as expressly set forth in the Zone Change/Planned Unit Development Application PZC-20-14-PUD and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-24-086
Parcel(s) Numbers

PALMS-MAGIC RANCH 80, L.L.C., an
Arizona limited liability company
By: RMG REAL ESTATE SERVICES II, L.L.C., an
Arizona limited liability company, its Administrator

By: *RH McRae*
Ronald H. McRae, as Trustee of the Ronald McRae
Trust dated February 28, 1995, its Member

STATE OF ARIZONA)
)
County of MARICOPA) ss

On this 28th day of MAY, 2014, before me, the undersigned Notary Public, personally appeared Ronald H. McRae, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

IN WITNESS WHEREOF, I hereto set my hand and official seal

My commission expires: 10/31/2017

Marsha K. Griep



Notary Public

APPLICATION FOR REZONING

PROJECT NAME: Ashburn at Magic Ranch

APPLICATION TYPE: Rezoning PUD PUD Amendment

1. Property Owner: Name: Palms - Magic Ranch 80, LLC
Address: 8800 N Guiney Center Drive, Suite 255
Scottsdale, AZ 85258
Phone: 480-609-1200 Fax: _____
Email: Ron@RonMcRae.com

2. Applicant/Developer: Name: United Engineering Group
Address: 3205 Wil Ray Rd, Ste 1
Chandler, AZ 85226
Phone: 480-705-5372 Fax: 480-705-5376
Email: Bridle@unitedeng.com

3. Address or Location of Property: On Mitchell Trail, 1/4 mile South
of Arizona Farms Rd

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision
Name: See attached legal description

Tax Parcel Numbers: 200-58-007 and 200-58-011

Gross Acres: 79.77 Net Acres: _____

5. Current Zoning District: (County) CR2 & CR3 PAD

6. Proposed Zoning District: PUD

[Signature] [Signature] 4/23/14
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:

CASE NO. <u>PZC-20-14-PUD</u>	APPLICATION DATE AND TIME _____
PZ HEARING DATE <u>June 19, 2014</u>	FEE \$ _____
1 st TC HEARING DATE <u>July 21, 2014</u>	REVIEWED BY: _____
2 nd TC HEARING DATE <u>August 4, 2014</u>	
RECOMMENDATION: APPROVAL	DISAPPROVAL

OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: United Engineering Group

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

1.70 acres located on N. Mitchell Trail, referred to as Magic Ranch 80 LLC

Owner(s)

R.H. McRae

Signature

RON H. McRAE

Print or Type Name

Address

8800 N. Gainey Center Dr, Ste 255
Scottsdale, AZ 85258

Telephone

480-609-1200

STATE OF ARIZONA)

) ss

County of MARICOPA)

On this 30th day of December, 2013, before me, the undersigned Notary Public, personally appeared R.H. McRAE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that R.H. McRAE executed the same.

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

My commission expires:

10/31/2017

Marsha K. Griep
Notary Public



UNITED ENGINEERING GROUP

Ashburn at Magic
Ranch

Planned Unit Development
(PUD)
Florence, Arizona

May 13, 2014



PLANNED UNIT DEVELOPMENT (PUD)
NARRATIVE
FOR
Ashburn at Magic Ranch

Submitted to
Town of Florence, Arizona

April 23, 2014

Revised May 13, 2014

PROPERTY OWNER

Palms – Magic Ranch 80
8800 N. Gainey Center Drive
Suite 255
Scottsdale, AZ 85258
(480) 609-1200

AGENT/ENGINEER

UNITED ENGINEERING GROUP, LLC
3205 W. Ray Road
Suite 1
Chandler, AZ 85226
(480) 705-5372

UEG Project No. 15918

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EXHIBITS

- A. Vicinity Map
- B. Assessor Parcel Map
- C. Topographic Map
- D. FEMA FIRM Map
- E. Surrounding Ownership Map
- F. Magic Ranch Master Plan
- G. Magic Ranch Land Use Plan
- H. Pinal County Existing Zoning
- I. Florence Proposed Zoning
- J. Florence 2020 General Plan
- K. Conceptual Development Plan (with existing utilities and preliminary drainage layout)
- L. Area Circulation Map

APPENDIX

- A. Rezoning / PUD Application
- B. Legal Description and ALTA Survey
- C. Approved (Pinal County) Pre-Plat

1.0 PURPOSE OF REQUEST

The purpose of this report is to establish and request the approval of Planned Unit Development (PUD) zoning for Ashburn at Magic Ranch (the **Project**), an approximate 80 acre community. This PUD lays out the land use characteristic for the development. The PUD calls for single family residential homes, open space tracts, and a fire station.

This project narrative serves as an application to the Town of Florence to establish the Ashburn at Magic Ranch PUD zoning. The signed Rezoning/PUD Amendment application can be found in **Appendix A**.

2.0 EXISTING SITE CONDITIONS

The Project area is roughly 80 acres in size and located along N. Mitchell Trail, 1/4 mile south of E. Arizona Farms Road in Pinal County, Arizona (**Refer to Exhibit A – Vicinity Map and Figure 1 below**). The Project is currently within the jurisdiction of Pinal County, however, it is part of a large Magic Ranch annexation initiated by the Town of Florence. The annexation is expected to be completed in 2014. The parcel numbers making up this project are 200-58-0070 and 200-58-0110 totaling 79.77 acres. (**Refer to Exhibit B – Assessor Parcel Map**). A legal description and ALTA Survey for the subject site can be found in **Appendix B**.

Currently the site consists of undeveloped desert land that runs approximately 1/2 mile in length by approximately 1/4 mile in width. The site gradually slopes to the southeast at approximately 0.2% (**Refer to Exhibit C – Topographic Map**).

The Project currently has an Approved Tentative Plat consisting of 320 residential lots with a density of 4.01 dwelling units per acre (**du/ac**) (**Refer to Appendix C Approved Pinal County Pre-Plat**).



Figure 1 - Aerial Photo

The property is located within a Flood Zone X as identified in Map No. 04021C0850E, dated December 4, 2007 (**Refer to Exhibit D FIRM Map**).

3.0 RELATIONSHIP TO SURROUNDING PROPERTIES

The surrounding properties in the area include finished lots within the Magic Ranch Master Plan, raw desert to the south, a Mini Storage facility to the north, the Union Pacific Railroad to the west and raw desert to the east, followed by farm land (**Refer to Exhibit E Surrounding Ownership Map**). Currently there is an approved Magic Ranch Planned Area Development with Pinal County (**Refer to Exhibit F – Magic Ranch Master Plan**). The Magic Ranch Master Plan consists of more than 1,500 acres of mixed development featuring low to medium density housing, a golf course, and several areas reserved for neighborhood commercial uses. Other surrounding property owners in the area include residential lots, Johnson Utilities Waste Water Treatment Plant (WWTP), and a refuse transfer station (**Refer to Exhibit E Surrounding Ownership Map**).

4.0 RELATIONSHIP TO TOWN OF FLORENCE GENERAL PLAN

The Project will be located near existing and proposed residential areas. This area is also part of the Magic Ranch Master Plan and is designated as residential.

The proposed PUD land use will include varying housing products to be utilized on the property as well as a proposed four (4) acre Fire Station site. The current proposed layout and land use for this Project can be found in **Exhibit G Magic Ranch Land Use Plan**. Currently the north parcel (200-58-0070) is zoned CR-2 PAD and the south parcel (200-58-0110) is zoned CR-3 PAD (**Refer to Exhibit H Pinal County Existing Zoning**), both within the County. The following shows a breakdown of both General Plan land use and Zoning in this area:

The surrounding General Plan land use designations are as follows:

- North: Employment/Light Industrial (E/LI)
- South: Medium Density Residential (MDR1)
- East: Employment/Light Industrial (E/LI), Medium Density Residential (MDR1)
- West: Medium Density Residential (MDR1)

The surrounding County Zoning districts are as follows:

- North: Residential CR-2 PAD, Industrial Buffer Zone (CI-B), General Business Zone (CB-2)
- South: Residential CR-3 PAD
- East: General Rural (GR), Residential CR-2 PAD
- West: Local Business Zone CB-1 PAD, Residential CR-3 PAD

After completion of the annexation, the Town will assign zoning comparable to County Zoning. The Magic Ranch PAD will adapt PUD zoning within the Town (**Refer to Exhibit I Florence Proposed Zoning**).

The land use designation proposed with this application is consistent with the General Plan for the subject site as MDR1 (**Refer to Exhibit J and Figure 2– Florence 2020 General Plan**). This Project is requesting PUD zoning which fits into the zoning the Town of Florence will adopt (**Refer to Exhibit I Florence Proposed Zoning**). This adheres to the Town’s overall plan and Florence’s vision for future build out. The proposed land use for this project will aid the Town in meeting their growth area goals and to help the expanding economy.

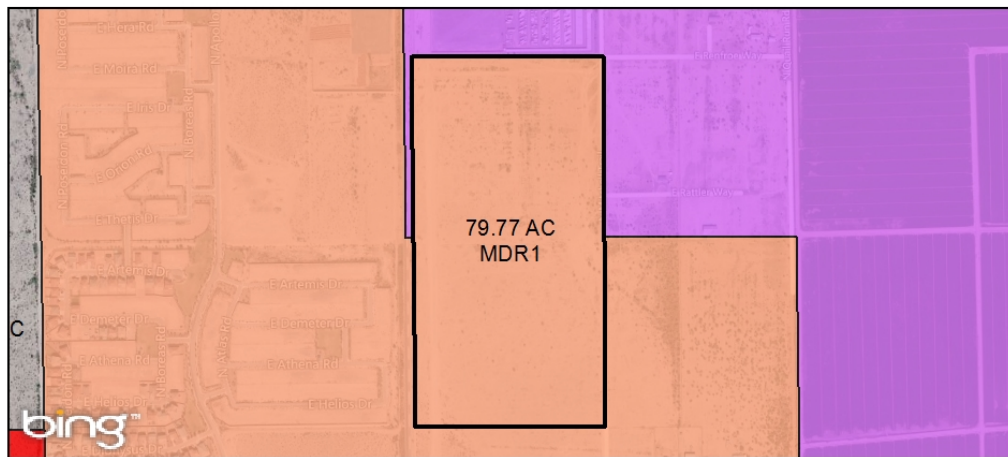


Figure 2 - Florence 2020 General Plan

5.0 PRELIMINARY DEVELOPMENT PLAN

The Project intends to develop with residential lot sizes of 45’x115’ and 55’x115’, as well as a four (4) acre fire station. In addition, the development will conform to the town’s Park, trails, and open space goals as well as incorporate a common community design identity (**Refer to Exhibit K Conceptual Development Plan**). The Project will also adhere to all standards within the Pre-Annexation and Development Agreement (PADA) being negotiated concurrently with the annexation.

The density proposed for the project will remain consistent with the general plan by providing 3.81 du/ac.

5.1 Residential

The residential land use, Medium Density Residential (MDR1), within the Project will be subject to the requirements in **Table 1: Residential Development Standards**, as well as other applicable Town standards and codes. The lots range from 5,000 s.f to 6,000 s.f. lots.

Architectural styles will vary with the final design and the sizing of homes. The master developer will help determine the final products of housing to be offered in this development. Options to individualize the homes such as a variety of colors and desert front yard landscaping arrangements will be encouraged.

Table 1: Residential Development Standards

Land Use	Min. Lot Area (sf)	Min. Lot Width (ft)	Min. Setbacks (ft)	Max. Build. Height (ft)	Min. Distance Between Bldg's (ft)
S.F.R.	6,000 SF (55' x 115')	55'	Front – 20' ^(1,2) (garage door facing street) Rear – 15' ^(2,3) Side – 5' ⁽²⁾ ; Street Side – 10'	30'	10'
S.F.R.	5,000 SF (45' x 115')	45'	Front – 20' ^(1,2) (garage door facing street) Rear – 15' ^(2,3) Side – 5' ⁽²⁾ ; Street Side – 5'	30'	10'

Notes:

1. Side entry garage or living area 10'
2. Fireplace, Chimneys, and Architectural projections may extend 2' into all setbacks
3. Patio covers may encroach into side and rear setbacks 5'

A Conceptual Development Plan (**Refer to Exhibit K Conceptual Development Plan**) has been prepared to demonstrate a potential configuration for layout of homes, circulation pattern, and open space/recreation opportunities, however, the final lotting layout will be determined with the preparation of a Preliminary Plat.

All residential products will be subject to the Town's Design Review process.

5.1.1 Single Family Residential

This residential area is intended to provide a safe and attractive pedestrian-friendly environment that encourages connectivity, recreation, and interaction. The Project was planned with sensitivity to the planned land uses in the immediate and distant surrounding areas. The design utilizes a mix of Single Family Residential (**SFR**) areas with lots ranging from 5,000 s.f. to 6,000 s.f. for the neighborhood. The Project will be subject to the development standards listed within **Table 1 Residential Development Standards**, as well as other applicable Town standards and codes.

Principally permitted uses within this portion of the PUD will be as allowed in the Town's conventional R1-6 (Single-Family Residential) zoning district. Primary uses include, but are not limited to, the following:

- a. Single-family detached dwelling unit.
- b. Accessory uses and buildings, including, but not limited to, private swimming pools, home occupations, and model homes; subject to Town codes.
- c. Park, playground, and community owned buildings.
- d. Conditionally permitted uses shall be per Town of Florence codes.

5.1.1.1 Minimum Lot Size

The proposed development will have a minimum lot size of 5,000 s.f. The lots will meet the residential development standards of the Town and in **Table 1 Residential Development Standards**.

5.1.1.2 Building Height

Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height.

5.1.1.3 Setbacks and Other Site Development Criteria

Front, side, and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the residential development standards within **Table 1 Residential Development Standards**.

5.2 Open Space, Parks, and Trails

A minimum of 15% overall open space area will be required based upon the total site acreage (79.77 acres) of the Project. Therefore, a minimum of 12 acres will be necessary for open space within the community. The preliminary site plan and proposed lot layout calls for over 17 acres of open space or 22.48% (**Refer to Exhibit K Conceptual Development Plan**). This exceeds the minimum requirements and will provide plenty of recreational space for residents.

Open space for the Project will consist of a proposed trail, a network of parks, tot lots, retention areas, other amenities, and landscape buffers along the arterial and collector roadways. Pathways are connected by sidewalks and streets so the recreation system is easily accessible.

The landscape design concept for the open space areas will include the use of shade trees, shrubs, ground cover, and areas of turf for passive and active recreation. Plant material selections will be adaptable to the desert low water environment. Open space tracts for the PUD shall be improved

concurrent with the development phase in which the landscaping or amenities are located. All residential open space areas, including landscaping within adjacent right-of-ways, will be maintained by a homeowner's association. Parks, trails, and path areas are to be developed to the standards set forth in the Town's Parks, Trails, and Open Space Master Plan. Certain paths and trails located in the Project may be identified on the landscape plans as lighted/illuminated to encourage safe pedestrian access.

Park areas within residential parcels will contain multiple amenities to encourage both passive and active recreational usage. Amenities may include ramadas, picnic tables, tot lots, and walkways. Turf play areas may also be provided for additional activities.



Figure 3 - Example photos of Typical Subdivision Amenities

5.2.1 Sound Mitigation for Railroad

The Union Pacific Railroad runs east of this proposed Project and is currently in use. Railroads in this area are common and this rail line runs north/south through nearby cities and towns including Queen Creek, Chandler, and Gilbert. Due to the noise the railroad will create when trains are running on the tracks, sound mitigation will be included in this development. There are several new developments that have been constructed adjacent to this same Union Pacific Railroad which have utilized a barrier wall to effectively reduce the noise. Barrier walls are typically used near railroad lines to mitigate the noise from trains. A barrier wall will be installed for this Project for safety purposes and noise reduction adjacent to the railroad right-of-way. This will aid in further buffering the site. This is typical for developments situated along railroad corridors and helps significantly reduce the effects associated with living near railroad tracks.

5.3 Public Safety

This community, upon annexation, will be served by the Town Police and Fire Departments. A new Police beat is being established for this area and a local Police sub-station will be housed in the nearby Anthem at Merrill Ranch Fire Station, which will also be the nearest Fire Station for the annexation area. The property owner is dedicating a four acre site to the Town of Florence for a new Fire Station that may also include a Police sub-station. This dedication is discussed in greater detail in the Pre-Annexation and Development Agreement (PADA) for the subject property. If this dedication does not occur in accordance with the terms of the PADA, the subject four acre site will be developed with single-family homes consistent with the project's planned lot and housing types.

5.4 Entry Monuments, Walls, and Project Theme

Monument features and entry landscaping have not been determined for this Project but will be planned and designed to establish a theme for this master planned community. A comprehensive sign plan will be provided for the development. Materials, colors, and construction methods for entry monuments are subject to some variation, so long as the proposed character and theme of the monuments is preserved and per the approval of the Community Development Director.

Perimeter and other wall materials, designs, and colors, will carry on the project's theme established by the project's monument signage and landscaping. View walls will be determined at the final design and per association guidelines. Wall and fence heights will be limited to a maximum height of six (6) feet. Materials, colors, and construction methods for theme, view and accent walls are subject to some variation, so long as the proposed character and theme of the walls is preserved and per the approval of the Community Development Director.

5.5 Front Yard Landscaping

Front yard landscaping is required for all homes and will be provided by the developer/home builder unless approved by the Community Development Director. Front yard landscaping provided by the developer/builder or their representative must be installed within one month of closing. The Community Development Director may extend installation times for homeowner installed or custom landscaping improvements for individual lots. Front yard landscape packages offered by developers/builders shall be subject to the review and approval of the Community Development Director and must meet the following requirements: a variety of standard and upgraded front yard landscape packages with automatic irrigation systems shall be provided.

6.0 UTILITIES

All existing and new onsite utilities that will serve the subject site will be placed underground except as approved by the Town Engineer. Operation and maintenance of all utilities and facilities will be managed

by the appropriate operating entity upon approval and completion of construction. Sewer facilities, water facilities, street lights, and fire hydrants will be provided according to the appropriate agency’s guidelines, per the recommendations of the Town’s Engineering and Fire Departments and other governmental regulations applicable to the construction of various facilities. **Refer to Exhibit K Conceptual Development Plan** for locations of existing utilities. The utility providers at the Project can be found in **Table 2 Utility Providers**.

Table 2: Utility Providers

Services	Provider	Location
Electrical	APS	At Site
Telephone	CenturyLink	At Site
Cable	Cox	At Site
Gas	City of Mesa	At Site
Potable Water	Johnson Utilities	At Site
Sanitary Sewer	Johnson Utilities	At Site
Fire and Emergency	Town of Florence	At Site, Facility at Anthem Merrill Ranch, and Town of Florence

6.1 Water

Potable water for the Project will be provided by Johnson Utility Company (JUC). A water master plan report and plans, meeting the approval of the Town Engineer and JUC, are required prior to the approval of Final Plats for this development. If required, this PUD shall permit the placement of the necessary water infrastructure, including, but not limited to water mains, wells, pumps, and water storage facilities within the project.

6.2 Sewer

Sewer service for the Project will be provided by Johnson Utilities. A sewer master plan study and plans, meeting the approval of the Town Engineer, are required prior to the approval of Final Plats for this development. If required, this PUD shall permit the placement of the necessary sewer infrastructure, including, but not limited to sewer mains, recharge areas, and lift stations within the project.

Currently Johnson Utilities owns a non-operational lift station located behind an 8 foot chain link fence near the main entrance. The subject site will tie into this lift station where it will then be pumped into the Section 8 waste water treatment plant (WWTP) located just southeast of the site. The lift station is approximately 30% complete with the grit chamber constructed.

Once development resumes JUC will likely build the lift station sized for Magic Ranch 80 only. The lift station may be upsized in the future for any of the surrounding neighbors who contribute to the upsizing.

7.0 TRANSPORTATION

The transportation and circulation plan will be developed consistent with recommendations from the Community Development Director and Town Engineer. This Project proposes three entry/exit points located along Mitchell Trail with one entry/exit point for the proposed fire station along Mitchell Trail. Required improvements, as well as any potential phasing of required improvements, shall be further determined upon the review of detailed construction plans for the subject site (**Refer to Exhibit L Area Circulation Map**).

Roadway standards, roadway development, and traffic impact analysis reports (as requested by the Town) will be subject to review and approval of the Town Engineer.

8.0 GRADING AND DRAINAGE

The topography is generally flat with approximately 0.2% slope to the southeast corner of the proposed development. The high point of the proposed project is currently the northeast corner near the proposed fire station. (**Refer to Exhibit C – Topographic Map**). The property is located within Flood Zone ‘X’ (areas determined to be outside of the 100-year and 500-year floodplain). (**Refer to Exhibit D – FIRM Map**) (Map No. 04021C0850E, dated December 4, 2007).

Preliminary and final grading and drainage plans and reports will be subject to the review and approval of the Town Engineer.

9.0 COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R’S)

Common areas within the Project will be subject to maintenance by a Home Owners Association (HOA) which will be established in conjunction with Ashburn at Magic Ranch. The CC&R’s that include language for the establishment of a HOA and provision for creation of liens in conjunction with the HOA for maintenance funding will be provided at the time of final platting.

10.0 CONCLUSION

Ashburn at Magic Ranch is a proposed 80 acre community that is requesting the approval of Planned Unit Development (PUD) zoning. The project is located within the greater Magic Ranch Master Plan area and

has land characteristics of single family residential homes, open space tracts, and a fire station. The development encourages active interaction and safety through the use of pedestrian friendly paths/trails/sidewalks as well as including various amenities. The landscape design concept for the open space areas (over 22% open space proposed in conceptual layout) will include the use of shade trees, shrubs, ground cover, and areas of turf for recreation. Plant material selections will be adaptable to the desert low water environment. Minimum lot sizes of 5,000 square feet and a proposed 3.81 dwelling units/acre are utilized to meet the Town of Florence's residential requirements and work inside of the proposed future land use the town is envisioning. The project will include a barrier wall as safety and sound mitigation from the nearby Union Pacific rail that runs in this area.

In conclusion, The Ashburn at Magic Ranch will be a safe, fun, active, and aesthetic residential community in the Town of Florence. It is designed to work with the town's future land use plans as well as with the greater Magic Ranch Master Plan Development. The development will bring growth to the Town as well as help the expanding economy.

EXHIBITS



Ashburn at Magic Ranch

Florence, Arizona

0 0.1 Miles



united engineering group

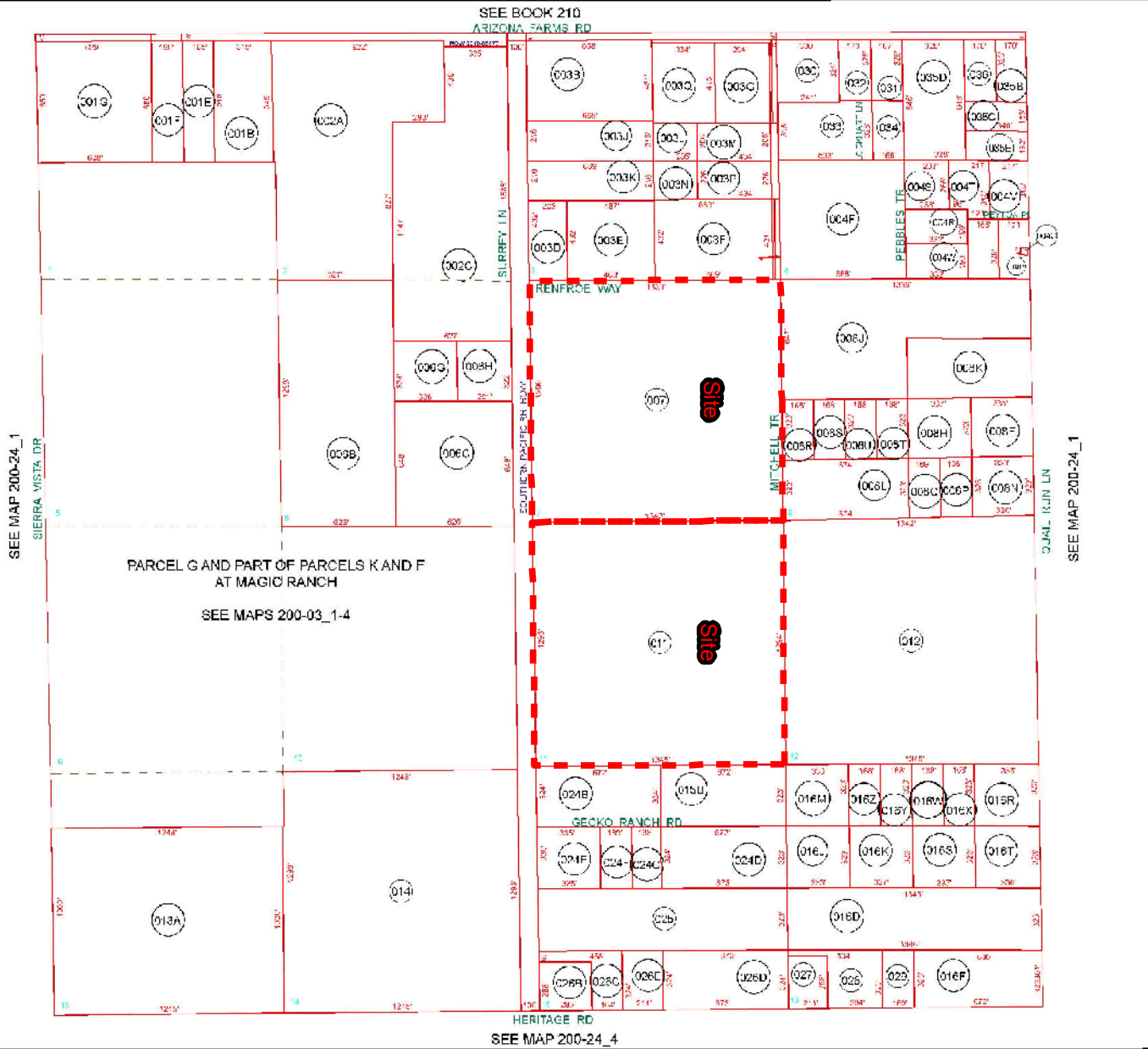
Exhibit A - Aerial Vicinity Map

Ashburn at Magic Ranch

Florence, Arizona



Exhibit B - Assessor Parcel Map



BOOK - MAP
200-58
 SEC. 2 T.04S. R.08E.
 MAGMA BUTTE RANCHES
 SURVEY BOOK 1 - PAGES 45 & 46

LOCATION NAME
 PG
 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

TOWNSHIP
 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

SECTION

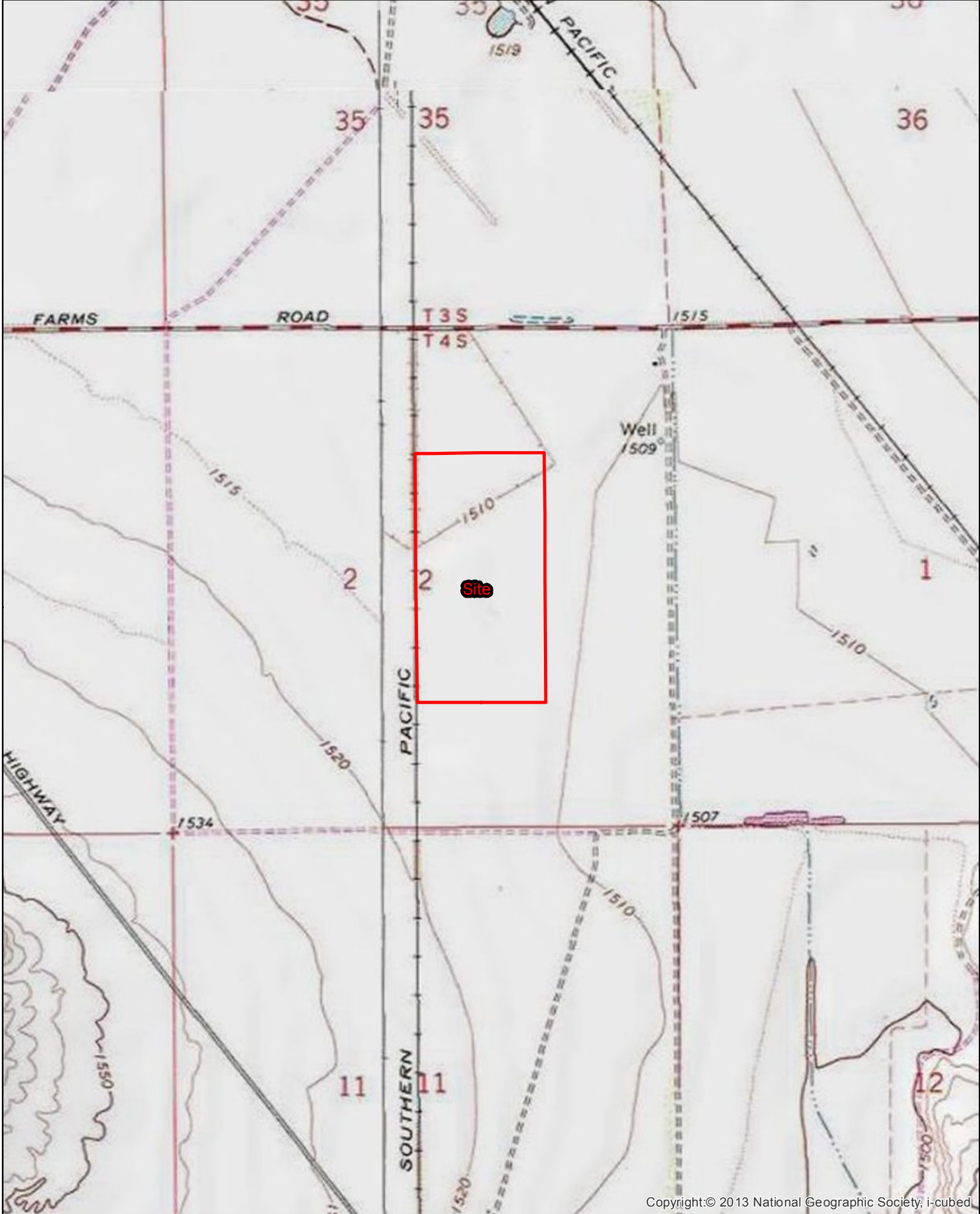
0 750
 Feet

Revised: 08/03/2010
 By: A.I.B.

PINAL COUNTY
where open opportunity

Pinal County Assessor

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN HEREON. ALL MEASUREMENTS ARE UNLESS OTHERWISE SPECIFIED BY PINAL COUNTY OR ITS EMPLOYEES. THIS MAP ASSUMES THE MOST CURRENT RECORDS INCLUDING PLATS, SURVEYS, RECORD DEEDS AND CONTINGENT AND ONLY CONAINS ORIGINAL CONTROL POINTS FOR THE PINAL COUNTY ASSESSOR'S OFFICE JURISDICTION.



Copyright: © 2013 National Geographic Society, i-cubed

Ashburn at Magic Ranch

Pinal County, Arizona



NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage systems. It shall not be used as a basis for any regulatory action or for any other purpose not intended by the Federal Emergency Management Agency.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) are shown, contact the Flood Protection and Recovery Unit, Arizona Community Development Department, 1500 North Central Avenue, Suite 1000, Phoenix, Arizona 85002. This information is available on the FEMA website at <http://www.fema.gov>. Users should be aware that BFEs shown on the FIRM represent modeled water elevations. These BFEs are calculated using the National Flood Insurance Program's Flood Elevation Model (FEM) and are not intended to be used for individual site-specific flood elevation information. Accordingly, flood elevation data presented in the FIRM report should be obtained in conjunction with the FIRM for purposes of individual site-specific flood management.

Certain areas shown on this map may be subject to flood damage from other sources, such as dam failure or landslides. These areas are not shown on this map. Flood damage from other sources should be investigated by the user. Flood damage from other sources should be investigated by the user.

Boundaries of the **Base Flood Elevation** are shown on this map. Boundaries of the **Base Flood Elevation** are shown on this map. Boundaries of the **Base Flood Elevation** are shown on this map.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2 of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The information used in the preparation of this map was obtained from the National Flood Insurance Program (NFIP) Zone 12. The information used was the 1985 FIRM. The information used was the 1985 FIRM. The information used was the 1985 FIRM.

Flood elevations on this map are referred to the North American Vertical Datum of 1985. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1985, and the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

Spatial Reference System Division
National Geodetic Survey, NGA
Corner George Meade Center
1233 Park View Highway
Crestview, Maryland 21031
(410) 771-2001

To obtain current elevation, elevation, and location information for **water depths** shown on this map, please contact the Information Services Office of the National Geodetic Survey at (800) 713-4442, or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was derived from U.S. Geological Survey Digital Orthographic Quadrangles produced at a scale of 1:125,000 from photography dated 1982 or later.

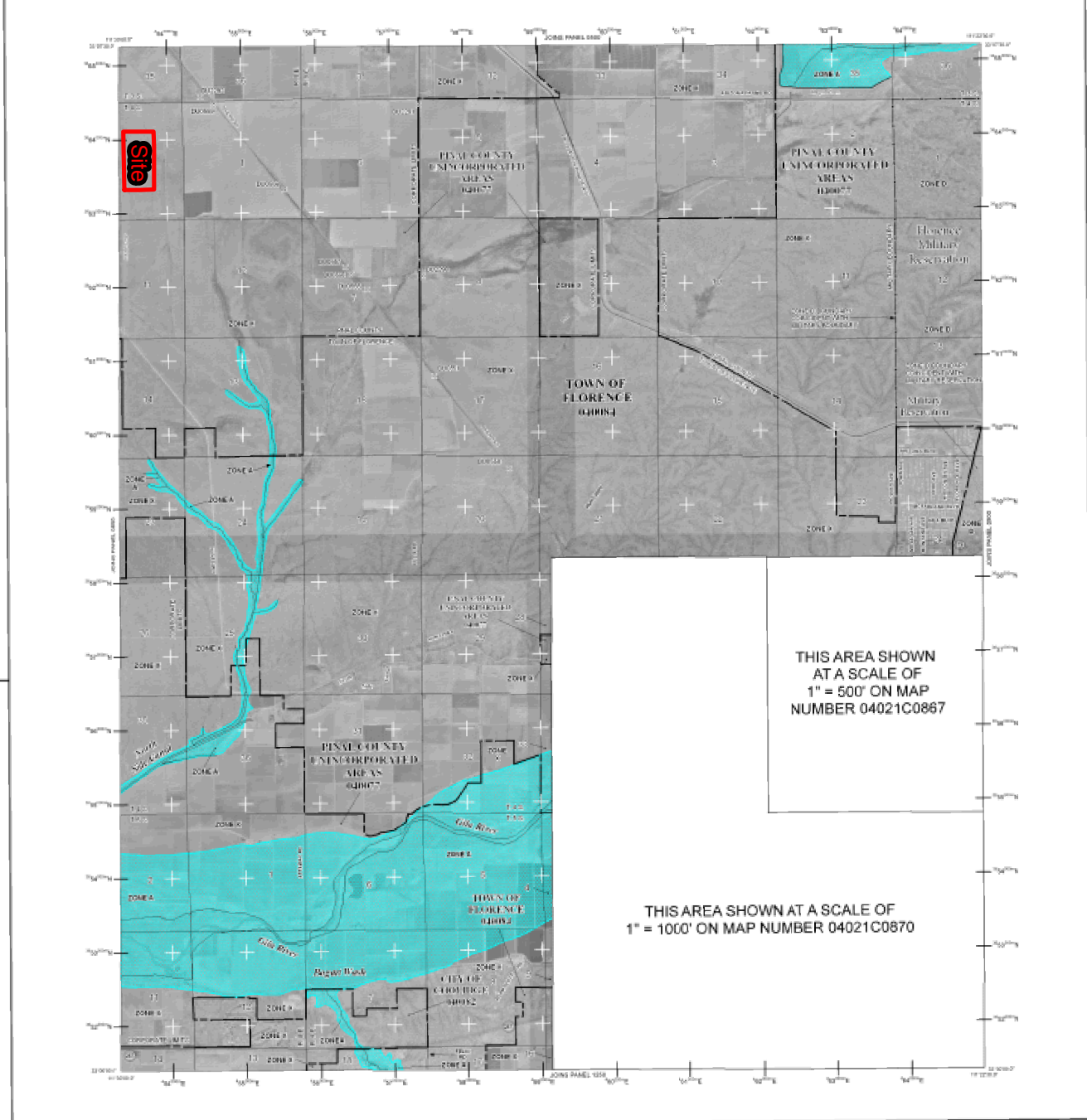
This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplain and flood zones that were identified from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Protection and Recovery Unit is in the Flood Insurance Study report and other publications, including the Flood Insurance Study report, which contain information on flood zones, may not reflect these stream channel configurations that differ from what is shown on this map.

Composite maps shown on this map are based on the best data available at the time of publication. Because changes due to developments or other situations may have occurred after this map was published, map users should contact appropriate community officials to verify current map data.

Please refer to the separately printed **Map Index** for an outline map of the county showing the layout of map panels, community map numbers, and a listing of Community Wide, National Flood Insurance Program zones for each community as well as a listing of the names or nicknames of communities included.

Contact the FEMA Map Service Center at 1-800-358-9414 for information on available products associated with this FIRM. Available products may include previously issued letters of map change, an accompanying Flood Insurance Study Report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by fax at 1-800-358-9414, or visit its website at <http://www.fema.gov>.

If you have questions about this map or need more information on the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (362-7262) or visit the FEMA website at <http://www.fema.gov>.



THIS AREA SHOWN AT A SCALE OF 1" = 500' ON MAP NUMBER 04021C0867

THIS AREA SHOWN AT A SCALE OF 1" = 1000' ON MAP NUMBER 04021C0870

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INSURANCE BY THE NFIP ANNUAL CHARGE FLOOD

The 1% Annual Chance Flood (100-year flood) also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zone A, AE, AH, AO, AV, X, and V. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

Zone A: No base flood elevation determined.
Zone AE: Base flood elevation determined.
Zone AH: Flood depths of 1 to 3 feet, usually less than 1 foot above the flood elevation determined.
Zone AO: Flood depths of 1 to 3 feet, usually more than 1 foot above the flood elevation determined. The areas of flood by flooding, which are not determined.
Zone AV: Special Flood Hazard Areas located between the 1% annual chance flood and a flood control structure that is not substantially elevated. Zone AV includes areas that have flood control systems in place subject to periodic maintenance and the 1% annual chance flood elevation determined.
Zone X: Not to be protected from 1% annual chance flood by a Federal Flood protection structure with construction to meet flood elevation determined.
Zone V: Special Flood Hazard Areas subject to wave action, or other flood elevations determined.
Zone W: Special Flood Hazard Areas with velocity based flood depths, which are not elevation determined.

FLOODWAY AREAS (ZONE A)

The Floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachments so that the 1% annual chance flood can be carried without substantial increase in flood height.

OTHER FLOODED AREAS

Zone B: Areas of 1% annual chance flood, areas of 1% annual chance flood with average depth of less than 1 foot, or with average depth less than 1 foot, and areas protected by levees from the 1% annual chance flood.

OTHER AREAS

Zone C: Areas determined to be outside the 1% annual chance floodplain. Areas which have levees as a protection, or provide protection.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

ONSHORE PROTECTED AREAS (OPA)

OPA areas and OPA are normally located within or adjacent to Special Flood Hazard Areas.

1% Annual Chance Flood Boundary: 1% Annual Chance Flood Boundary.
Reservoir/Coastline: Reservoir/Coastline.
Zone A Boundary: Zone A Boundary.
Zone AE Boundary: Zone AE Boundary.
Zone AH Boundary: Zone AH Boundary.
Zone AO Boundary: Zone AO Boundary.
Zone AV Boundary: Zone AV Boundary.
Zone X Boundary: Zone X Boundary.
Zone V Boundary: Zone V Boundary.
Zone W Boundary: Zone W Boundary.
Zone Y Boundary: Zone Y Boundary.
Zone Z Boundary: Zone Z Boundary.

Map Symbols:
 - **1% Annual Chance Flood Boundary:** Solid line with short dashes.
 - **Reservoir/Coastline:** Dashed line with long dashes.
 - **Zone A Boundary:** Dotted line.
 - **Zone AE Boundary:** Solid line with short dashes.
 - **Zone AH Boundary:** Solid line with long dashes.
 - **Zone AO Boundary:** Solid line with short dashes.
 - **Zone AV Boundary:** Solid line with long dashes.
 - **Zone X Boundary:** Solid line with short dashes.
 - **Zone V Boundary:** Solid line with long dashes.
 - **Zone W Boundary:** Solid line with short dashes.
 - **Zone Y Boundary:** Solid line with long dashes.
 - **Zone Z Boundary:** Solid line with short dashes.

Map Scale:
 - **1" = 500' ON MAP NUMBER 04021C0867**
 - **1" = 1000' ON MAP NUMBER 04021C0870**

MAP REPORT DATES:
 - **Map Report Date:** 12/04/07
 - **Map Report Date:** 12/04/07
 - **Map Report Date:** 12/04/07

FOR GENERAL INFORMATION:
 - **1% Annual Chance Flood Boundary:** 1% Annual Chance Flood Boundary.
 - **Reservoir/Coastline:** Reservoir/Coastline.
 - **Zone A Boundary:** Zone A Boundary.
 - **Zone AE Boundary:** Zone AE Boundary.
 - **Zone AH Boundary:** Zone AH Boundary.
 - **Zone AO Boundary:** Zone AO Boundary.
 - **Zone AV Boundary:** Zone AV Boundary.
 - **Zone X Boundary:** Zone X Boundary.
 - **Zone V Boundary:** Zone V Boundary.
 - **Zone W Boundary:** Zone W Boundary.
 - **Zone Y Boundary:** Zone Y Boundary.
 - **Zone Z Boundary:** Zone Z Boundary.

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 875E

FIRM FLOOD INSURANCE RATE MAP

PINAL COUNTY, ARIZONA AND UNINCORPORATED AREAS

PANEL 875 OF 2575

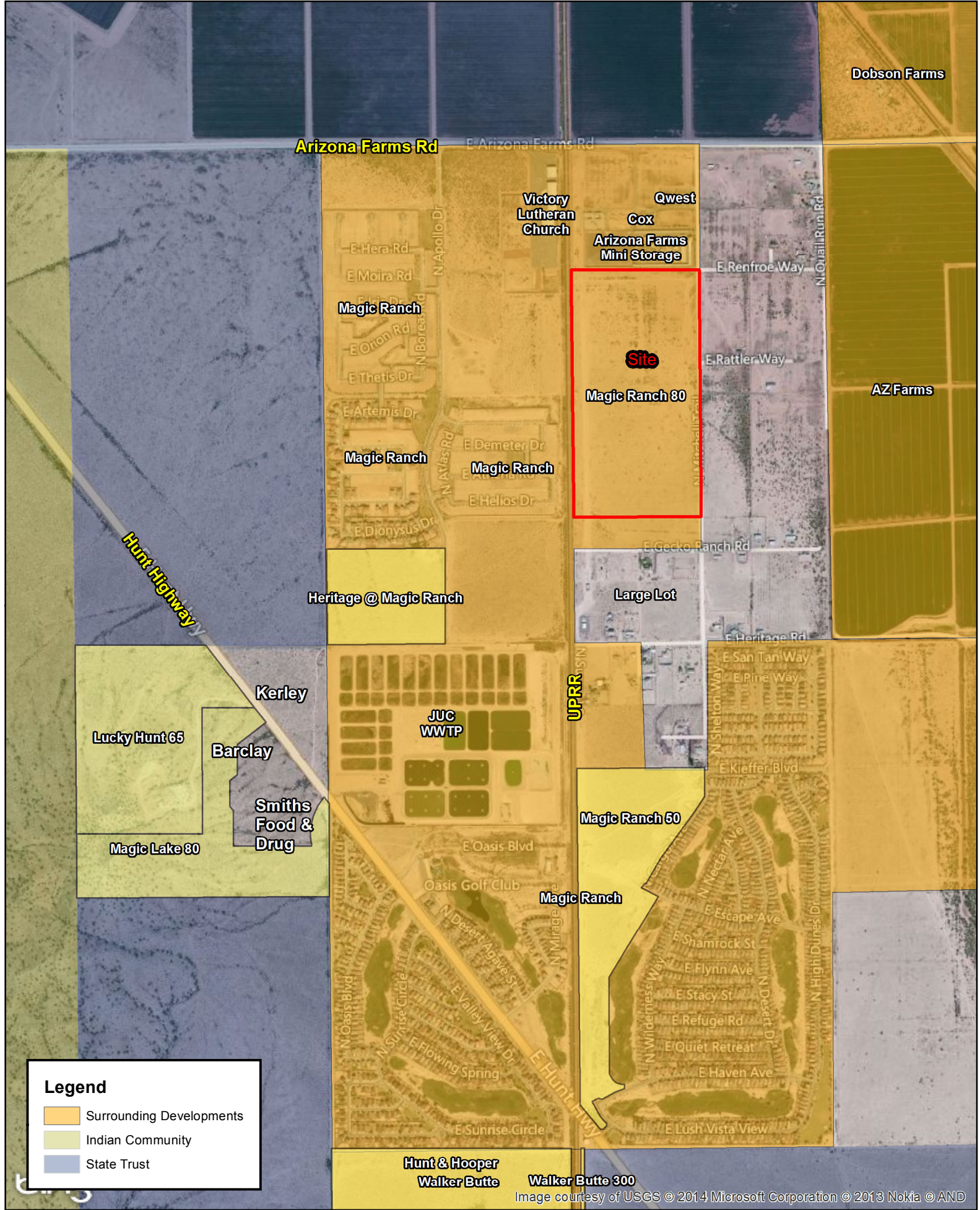
BASE MAP INDEX FOR FIRM PANEL LAYOUT

COMMUNITY	NUMBER	FIRM	DATES
ASHBURN	875E	1	12/04/07
MAGIC RANCH	875E	1	12/04/07
...

MAP NUMBER 04021C0875E

EFFECTIVE DATE DECEMBER 4, 2007

Federal Emergency Management Agency



Legend

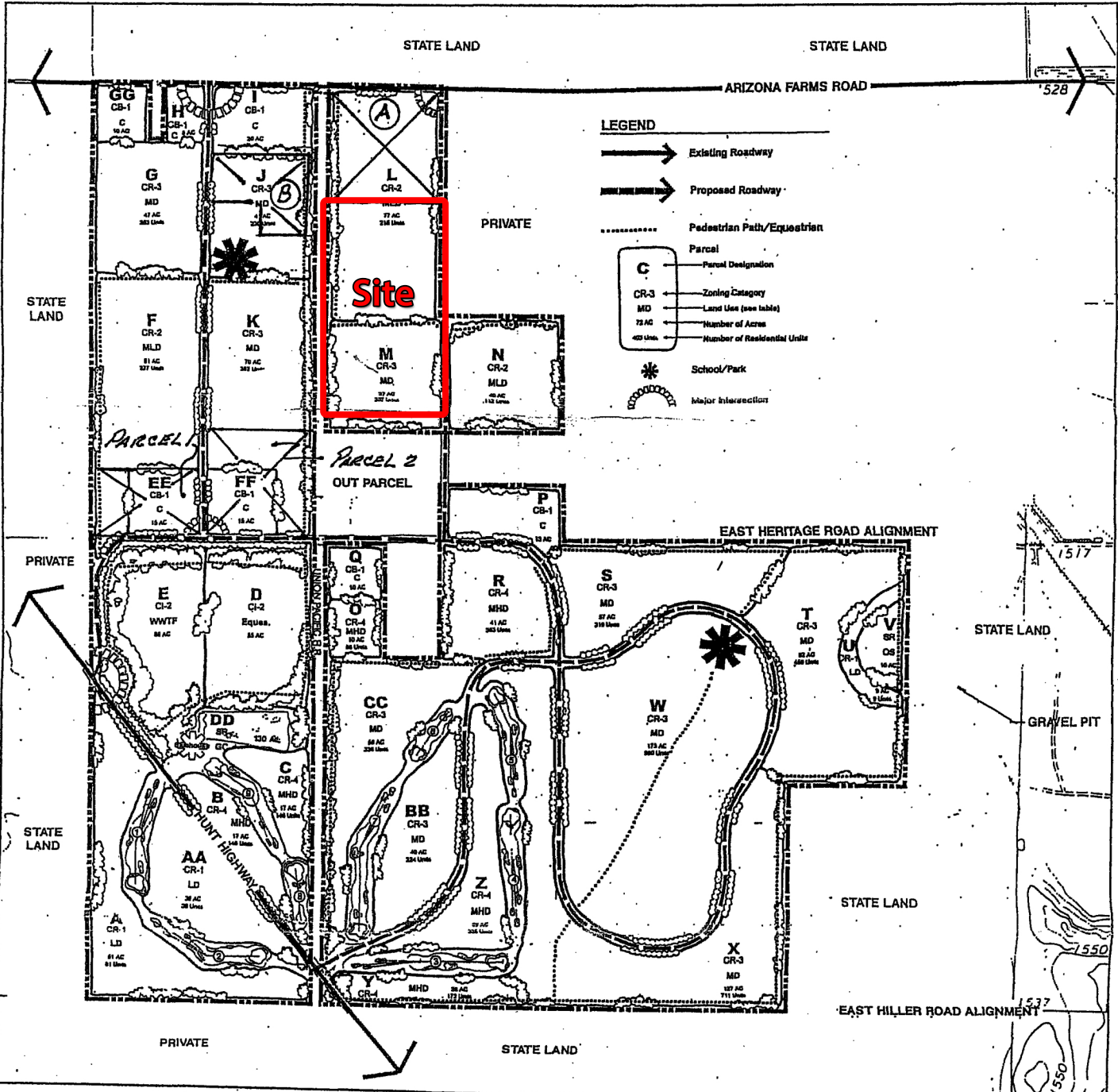
- Surrounding Developments
- Indian Community
- State Trust

Ashburn at Magic Ranch

Florence, Arizona



Image courtesy of USGS © 2014 Microsoft Corporation © 2013 Nokia © AND

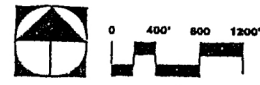


LAND USE PLAN

LAND USE TABLE

Land Use	Land Use Description	Proposed Acres	Target Acres	Over Acres	Total Acres
LD	Low Density Residential	0.5 - 1.5	1.0	100	100
MLD	Medium Low Density Res.	1.8 - 4.0	2.8	186	188
MD	Medium Density Residential	4.1 - 7.0	5.8	726	4115
MHD	Medium High Density Res. Condominium	7.1 - 10.0	8.6	144	1234
C	Community			91	
GC	Golf Course			130	
OS	Outdoor Open Spaces			10	
EO	Executive Office			56	
WWTF	Waste Water Treatment Fac.			82	
				1541	6017

Magic Ranch



The WLB Group WLB

WLB JOB # 267026A-001

Site Data:

Gross Area: 79.77 Ac.

Net Area: 77.39 Ac.

Lot Sizes:

45'x115' 177 Lots

55'x115' 127 Lots

Total 304 Lots

Density: 3.81 du/ac

Open Space:

Useable 8.07 Ac.

Useable 9.38 Ac.

Open Space % 22.48%

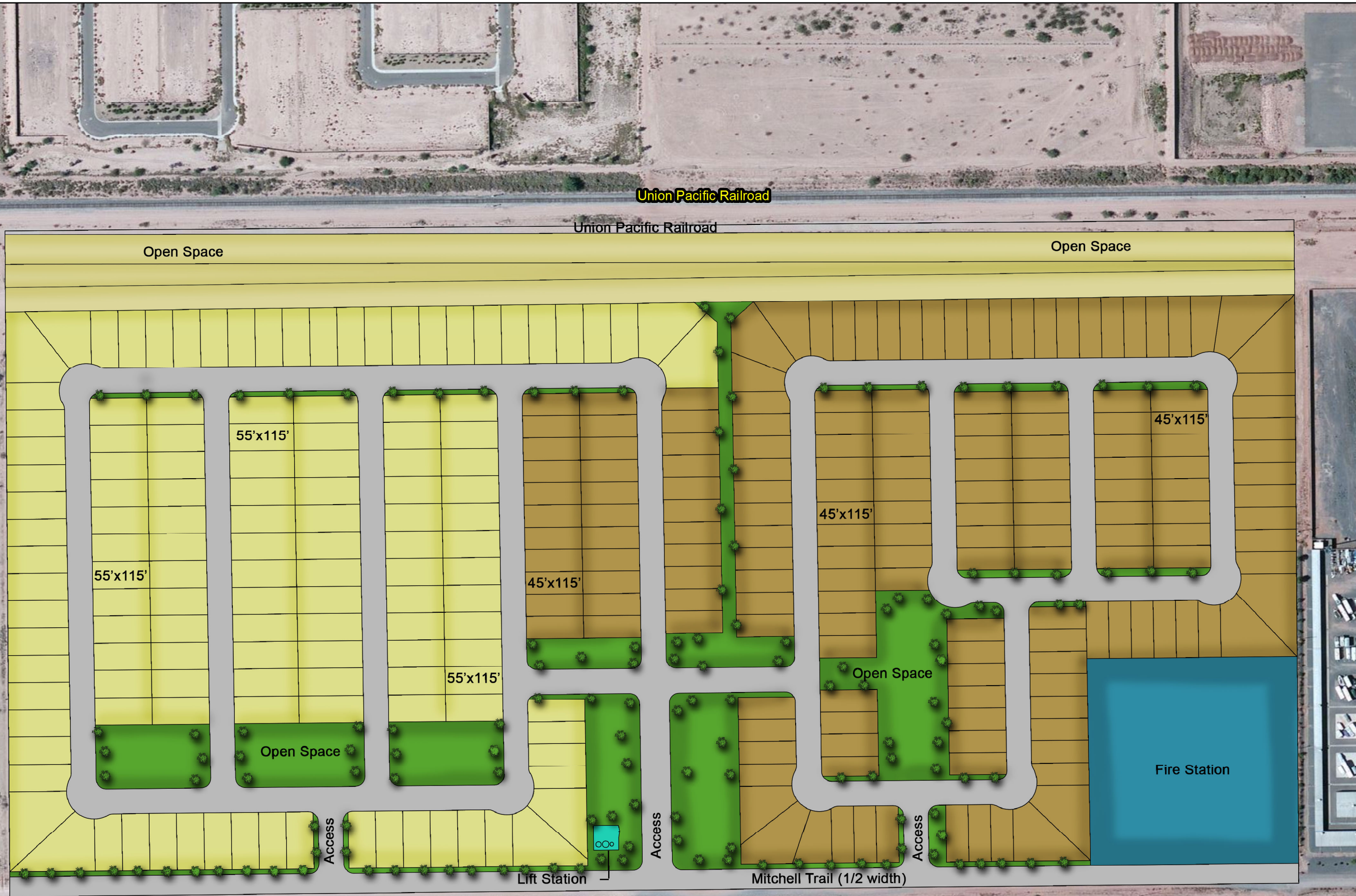
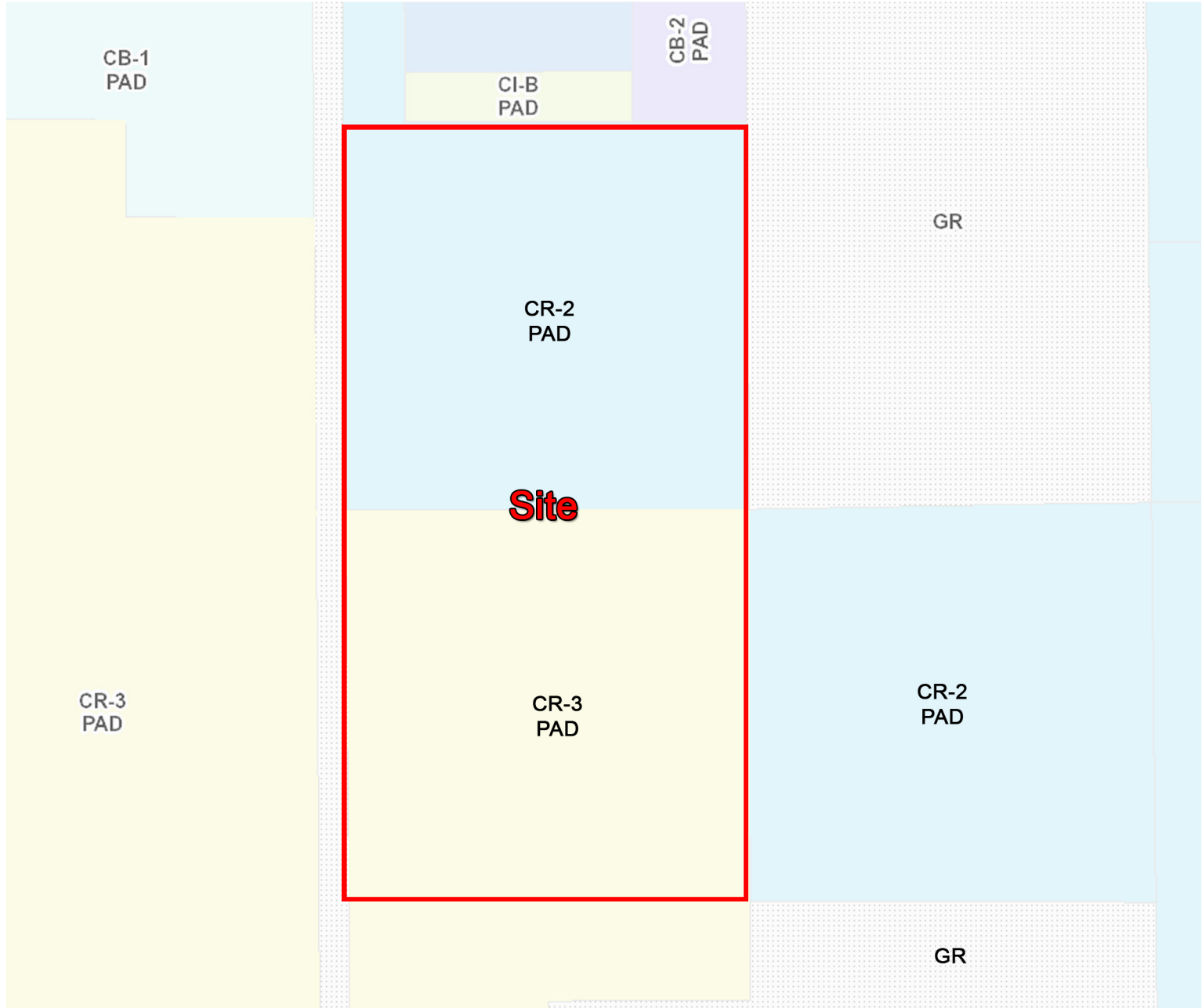
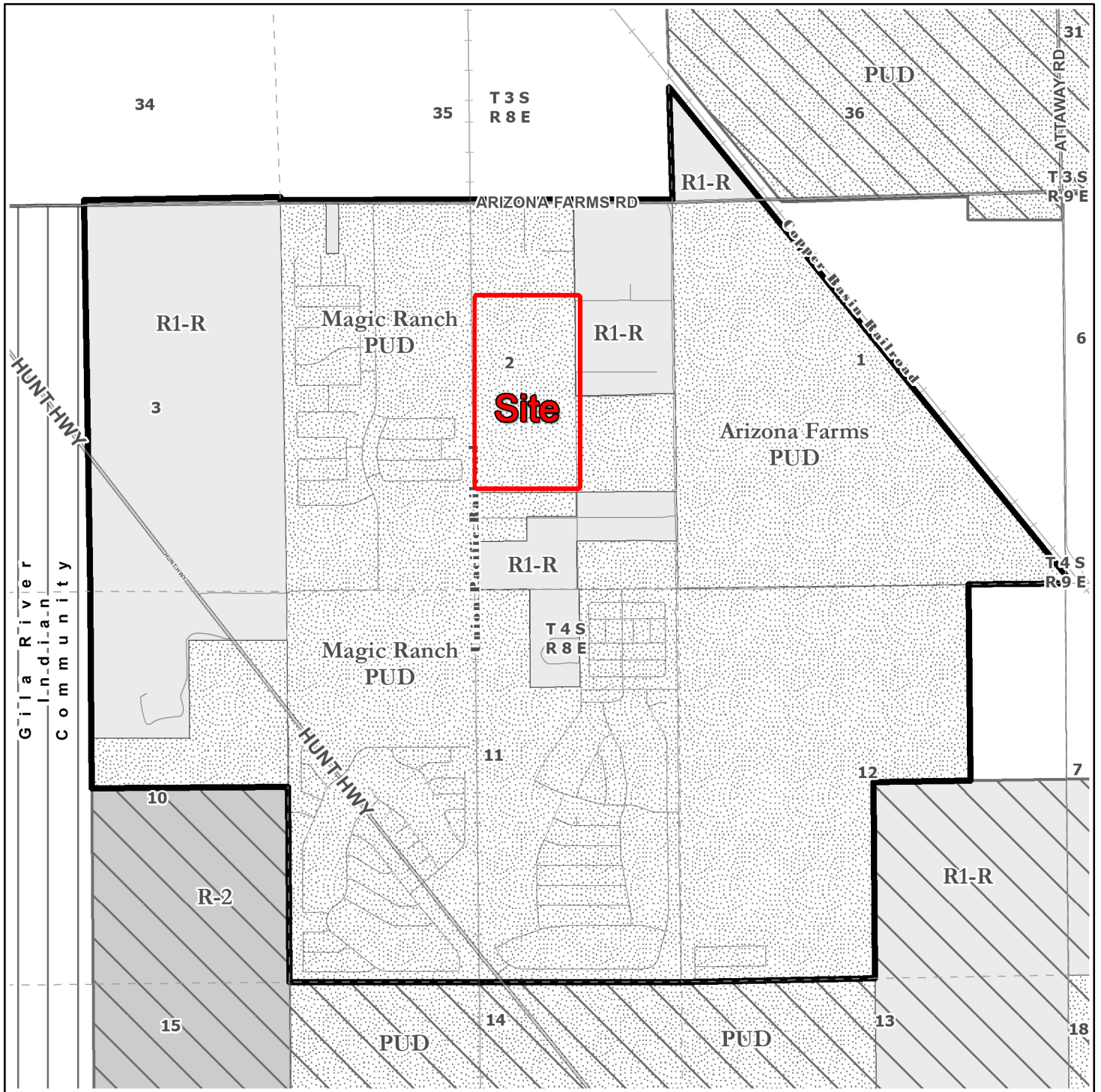


Image courtesy of USGS © 2014 Microsoft Corporation





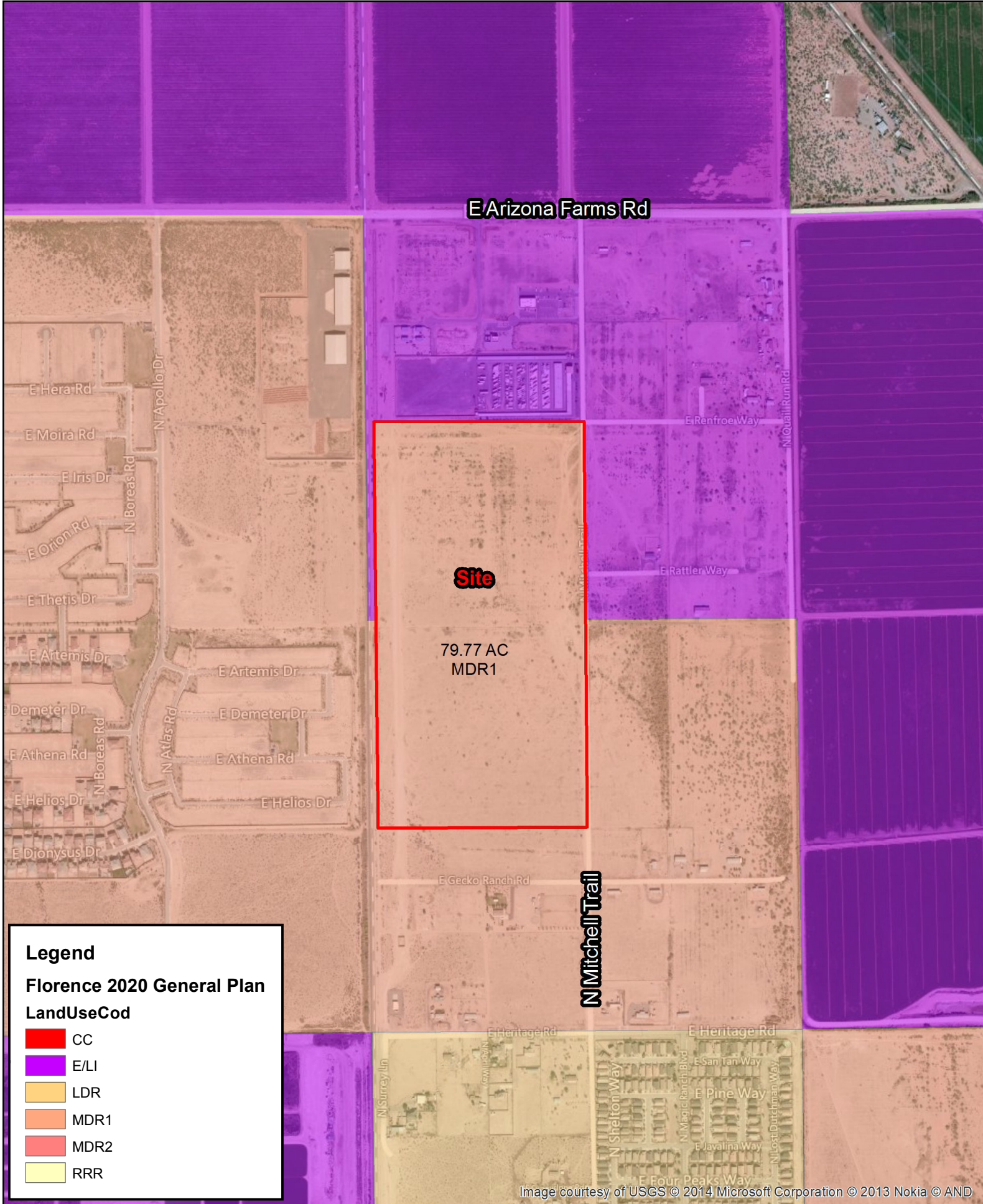


Ashburn at Magic Ranch

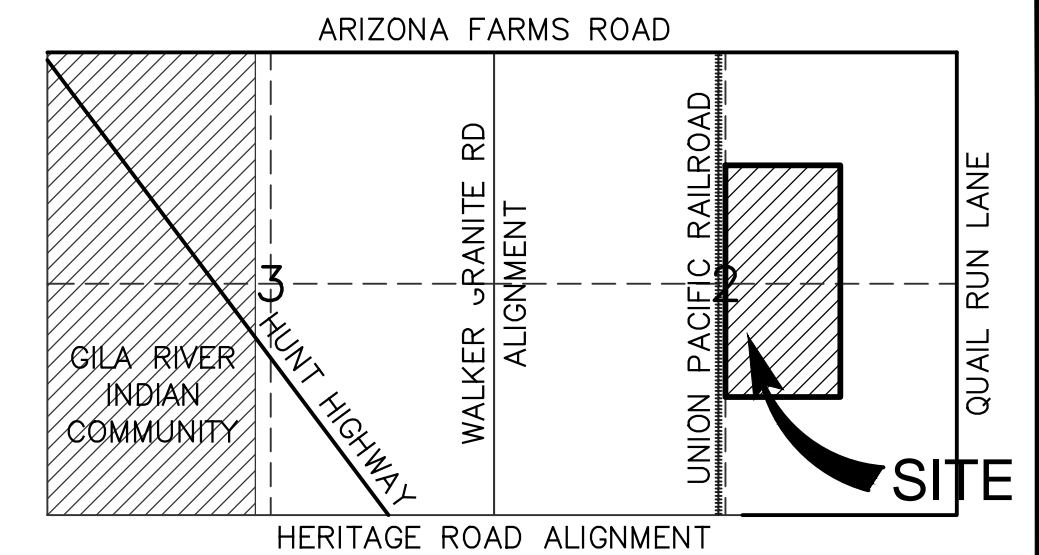
Florence, Arizona



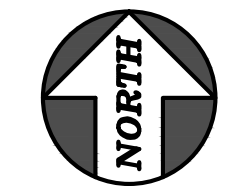
united
engineering
group



Ashburn at Magic Ranch



VICINITY MAP
N.T.S.



LEGEND

- 300' BUFFER
- OPEN SPACE
- PROJECT BOUNDARY
- SECTION LINE
- CONCEPTUAL LOT LINES
- DRAINAGE FLOW

PROJECT DATA TABLE:

GROSS ACRES:	79.77 ACRES	
CURRENT ZONING:	CR-2 PAD & CR-3 PAD	
PROPOSED ZONING:	PUD	
GENERAL PLAN CLASSIFICATION:	MRD1	
MINIMUM SETBACKS:		
FRONT:	20'	
SIDE:	5', 5'	
REAR:	15'	
MAXIMUM HEIGHT (FOR BUILDINGS):	30 FEET	
LOT SIZE	COUNT	%
45x115	177	58%
55x115	127	42%
TOTAL:	304	
DWELLING UNITS/ACRE:	3.81 DU/AC	
AREA SUMMARY:	ACRES	PERCENT OF GROSS
LOTS:	42.59 AC	53.39%
OPEN SPACE:	17.93 AC	22.48%
FIRE STATION:	4.0 AC	5.01%
ROW:	15.25 AC	19.12%
TOTAL:	79.77 AC	100%

GENERAL PLAN ROADWAY CLASSIFICATION: *

HUNT HWY MAJOR ARTERIAL (6 LANES)

* ROAD ALIGNMENTS, CLASSIFICATIONS AND DESIGN STANDARDS SUBJECT TO FINAL REVIEW AND APPROVAL OF TOWN ENGINEER WITH PLATTING.

NO.	REVISIONS	DESCRIPTION	DATE

CONCEPTUAL DEVELOPMENT PLAN
MAGIC RANCH 80
FLORENCE, ARIZONA

SUBMITTALS:	
DESIGNED BY:	PA
DRAWN BY:	PA
CHECKED BY:	DJM

EXHIBIT 'K'

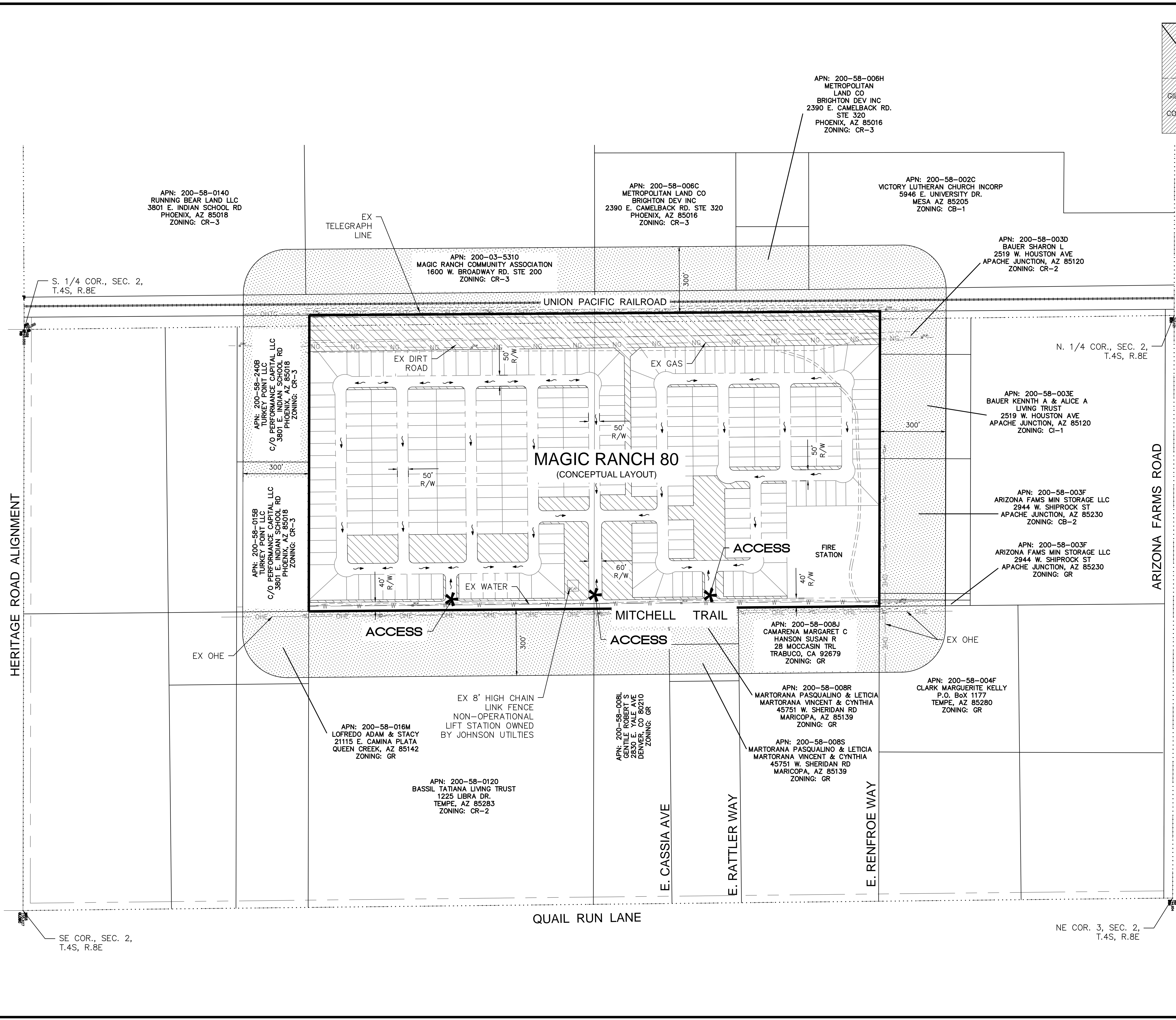
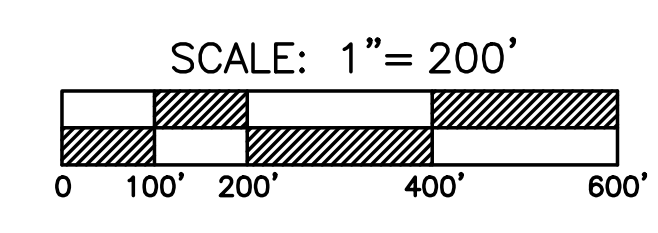
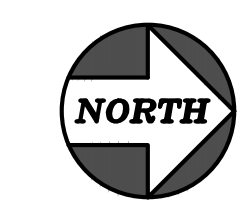
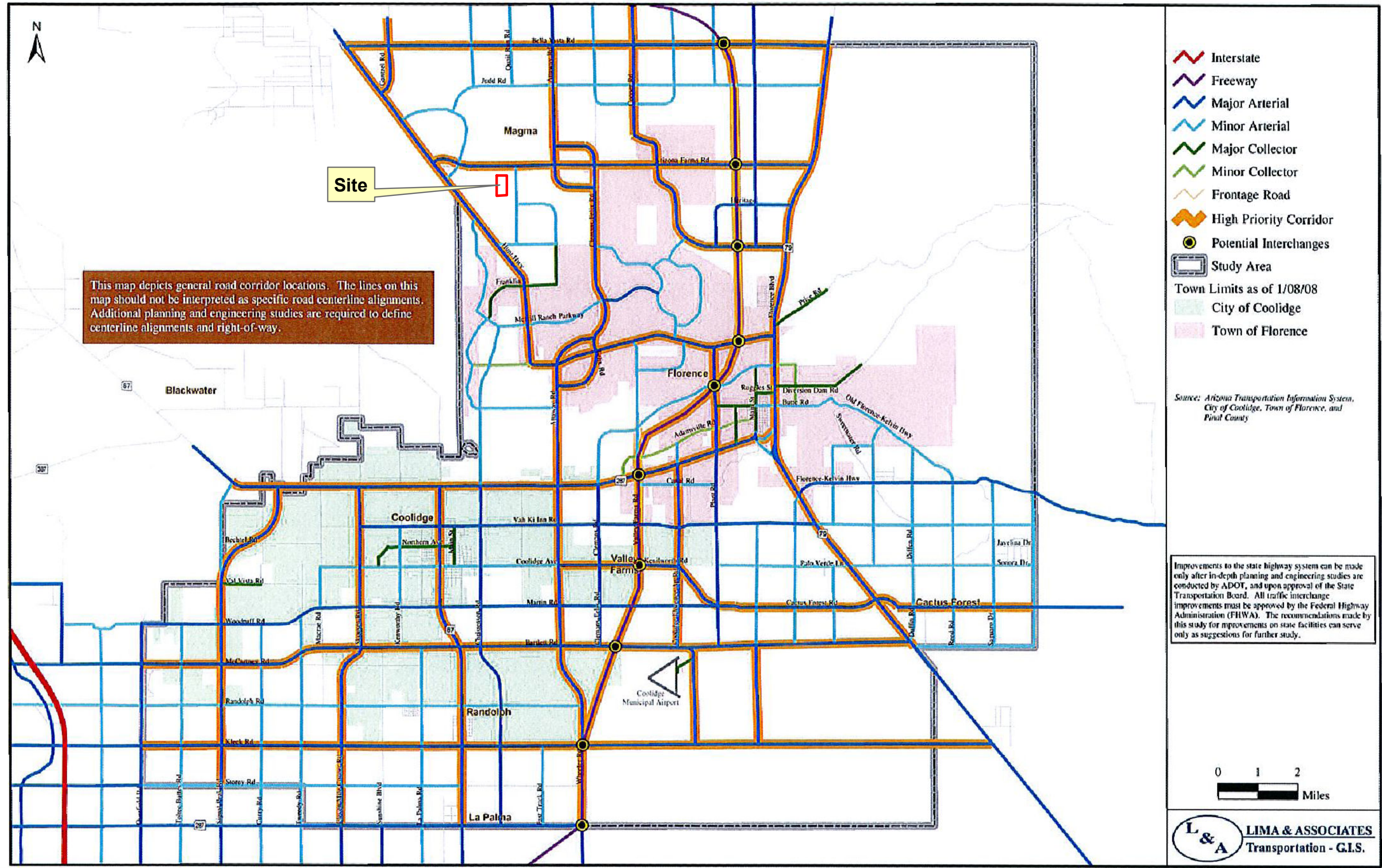


FIGURE 8-2. HIGH PRIORITY CORRIDORS



APPENDIX A

APPLICATION FOR REZONING

PROJECT NAME: Ashburn at Magic Ranch

APPLICATION TYPE: Rezoning PUD PUD Amendment

1. Property Owner: Name: Palms - Magic Ranch 80, LLC
Address: 8800 N Guiney Center Drive, Suite 255
Scottsdale, AZ 85258
Phone: 480-609-1200 Fax: _____
Email: Ron@RonMcRue.com

2. Applicant/Developer: Name: United Engineering Group
Address: 3205 W. Ray Rd, Ste 1
Chandler, AZ 85226
Phone: 480-705-5372 Fax: 480-705-5376
Email: Bridle@unitedeng.com

3. Address or Location of Property: On Mitchell Trail, 1/4 mile South
of Arizona Farms Rd

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name: See attached legal description

Tax Parcel Numbers: 200-58-007 and 200-58-011

Gross Acres: 79.77 Net Acres: _____

5. Current Zoning District: (County) CR2 & CR3 PAD

6. Proposed Zoning District: PUD

[Signature] [Signature] 4/23/14
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:

CASE NO. _____	APPLICATION DATE AND TIME _____
PZ HEARING DATE _____	FEE \$ _____
1 st TC HEARING DATE _____	REVIEWED BY: _____
2 nd TC HEARING DATE _____	
RECOMMENDATION: APPROVAL	DISAPPROVAL

OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: United Engineering Group

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

1/4-80 acres located on N. Mitchell Trail; referred to as Magic Ranch 80 LLC

Owner(s)

R.H. McRAE

Signature

RON H. McRAE

Print or Type Name

Address

8800 N. Gainey Center Dr, Ste 255
Scottsdale, AZ 85258

Telephone

480-609-1200

STATE OF ARIZONA)

County of MARICOPA)

ss

On this 30th day of December, 2013, before me, the undersigned Notary Public, personally appeared R.H. McRAE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that R.H. McRAE executed the same.

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

My commission expires:

10/31/2017

Marsha K. Griep
Notary Public

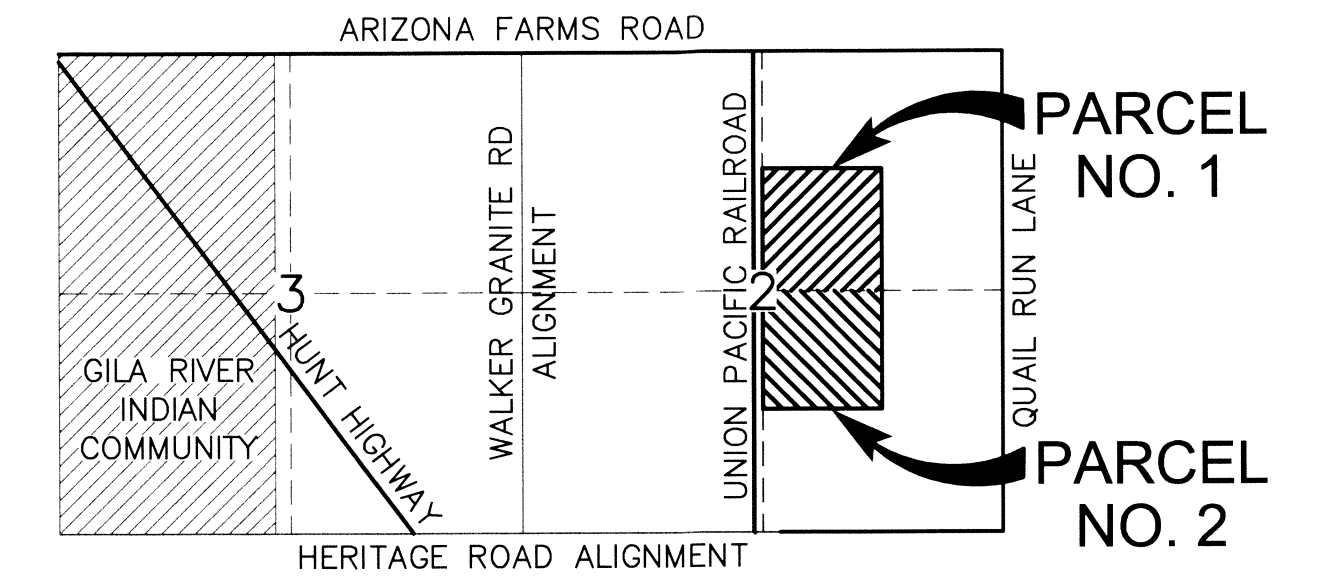


APPENDIX B

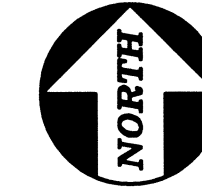
A.L.T.A./A.C.S.M. LAND TITLE SURVEY

MAGIC RANCH 80

A PORTION OF THE EAST HALF OF SECTION 2, TOWNSHIP 4 SOUTH,
RANGE 8 EAST AND A PORTION OF THE SOUTH HALF OF SECTION 2,
TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, PINAL COUNTY, ARIZONA,



VICINITY MAP
N.T.S.



SCHEDULE "B" ITEMS

1. TAXES FOR THE FULL YEAR OF 2012. (THE FIRST HALF IS DUE OCTOBER 1, 2012 AND IS DELINQUENT NOVEMBER 1, 2012. THE SECOND HALF IS DUE MARCH 1, 2013 AND IS DELINQUENT MAY 1, 2013).
2. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
3. WATER RIGHTS, CLAIMS OR TITLE TO WATER, AND AGREEMENTS, COVENANTS, CONDITIONS OR RIGHTS INCIDENT THERETO, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. THIS EXCEPTION IS NOT LIMITED BY REASON OF DISCLOSURE OF ANY MATTER RELATING TO WATER RIGHTS AS MAY BE SET FORTH ELSEWHERE IN SCHEDULE B.
4. ANY CHARGE UPON THE LAND BY REASON OF ITS INCLUSION IN MAGMA FLOOD CONTROL DISTRICT; PHOENIX ACTIVE MANAGEMENT AREA GROUNDWATER REPLENISHMENT DISTRICT; CENTRAL ARIZONA WATER CONSERVATION DISTRICT; PINAL COUNTY FLOOD CONTROL DISTRICT AND NEW MAGMA IRRIGATION AND DRAINAGE DISTRICT. (ALL ASSESSMENTS DUE ARE PAID CURRENT TO DATE OF POLICY).
5. AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES RECORDED IN DOCKET 139, PAGE 15, OF OFFICIAL RECORDS.
6. AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND IRRIGATION AND INCIDENTAL PURPOSES RECORDED AS DOCKET 872, PAGE 275; DOCKET 878, PAGE 932 AND RE-RECORDED AS DOCKET 887, PAGE 322 AND THEREAFTER AS AFFECTED BY TERMINATION OF DECLARATION OF RESTRICTIONS RECORDED AS 2004-86974 AND TERMINATION OF EASEMENTS RECORDED AS 2007-66175, OF OFFICIAL RECORDS.
7. ALL MATTERS AS SET FORTH IN ZONING CHANGE RESOLUTION, CASE NO. PZ-007A-98, RECORDED AS 98-21900 AND 98-21901, OF OFFICIAL RECORDS.
8. AN EASEMENT FOR NATURAL GAS PIPELINE AND INCIDENTAL PURPOSES RECORDED AS 2003-53309 AND THEREAFTER REAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED AS 2006-107262, OF OFFICIAL RECORDS.
9. AN EASEMENT FOR NATURAL GAS PIPELINE AND INCIDENTAL PURPOSES RECORDED AS 2003-56587 AND THEREAFTER REAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED AS 2006-107262, OF OFFICIAL RECORDS.
10. ALL MATTERS AS SET FORTH IN MEMORANDUM OF MASTER UTILITY AGREEMENT, RECORDED AS 2010-80569, OF OFFICIAL RECORDS.
11. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT WOULD BE DISCLOSED BY A CORRECT ALTA/ACSM SURVEY.
12. ANY FACTS ABOUT THE LAND THAT AN INSPECTION OR INQUIRY OF PARTIES IN POSSESSION WOULD DISCLOSE AND THAT ARE NOT SHOWN BY PUBLIC RECORDS.
13. ANY RIGHTS, INTEREST OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY PUBLIC RECORDS.

NOTE: THIS MATTER WILL BE MORE FULLY SET FORTH OR DELETED UPON COMPLIANCE WITH THE APPLICABLE REQUIREMENT.

NOTES:

1. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 126025, DATED JANUARY 24, 2012 AT 5:00 PM.
2. THERE IS NO OBSERVABLE EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
3. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
4. POSSIBLE ENCROACHMENTS ON PROPERTY:
 1. AN EXISTING NON-OPERATIONAL LIFT STATION LOCATED IN THE NORTHWEST CORNER OF PARCEL NO. 2.

LEGAL DESCRIPTION:

PARCEL NO. 1:

PARCEL 7, BOOK 1 OF SURVEYS, PAGE 45, 46, AND 47, BEING THAT PORTION OF THE EAST HALF OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 0 DEGREES 38 MINUTES 42 SECONDS EAST A DISTANCE OF 1331.68 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 34 SECONDS WEST A DISTANCE OF 1338.85 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 56 MINUTES 34 SECONDS WEST A DISTANCE OF 1338.92 FEET;

THENCE SOUTH 0 DEGREES 23 MINUTES 12 SECONDS EAST A DISTANCE OF 1295.56 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST A DISTANCE OF 1341.86 FEET;

THENCE NORTH 0 DEGREES 31 MINUTES 02 SECONDS WEST A DISTANCE OF 1293.61 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

PARCEL 11, BOOK 1 OF SURVEYS, PAGE 45, 46, AND 47, BEING THAT PORTION OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2;

THENCE SOUTH 0 DEGREES 38 MINUTES 42 SECONDS EAST A DISTANCE OF 2623.36 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS WEST A DISTANCE OF 1341.71 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0 DEGREES 31 MINUTES 02 SECONDS EAST A DISTANCE OF 1293.61 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 23 SECONDS WEST A DISTANCE OF 1344.80 FEET;

THENCE NORTH 0 DEGREES 23 MINUTES 12 SECONDS WEST A DISTANCE OF 1295.56 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST A DISTANCE OF 1341.87 FEET TO THE POINT OF BEGINNING.

FLOOD ZONE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04021C0875E, DATED DECEMBER 4, 2007, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".

ZONE "X" IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SURVEYOR:

MERESTONE LAND SURVEYING
14820 NORTH CAVE CREEK ROAD
PHOENIX, ARIZONA 85032
PHONE (602) 569-2000
FAX (602) 569-2021
CONTACT: GENE C. HARRISON II, R.L.S.

AREA:

PARCEL NO. 1:

GROSS
1,735,663.62 SF, OR 39.8454 AC.,
MORE OR LESS

PARCEL NO. 2:

GROSS
1,738,977.93 SF, OR 39.9214 AC.,
MORE OR LESS

CERTIFICATION:

TO: PALMS - MAGIC RANCH 80, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY;
RMG REAL ESTATE SERVICES III, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY;
THOMAS TITLE & ESCROW, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY;
FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 6, 8, 11(b), 16, 17, 18, 20(b) OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

Gene C. Harrison II 4-11-12

GENE C. HARRISON II, R.L.S., 22762 DATE



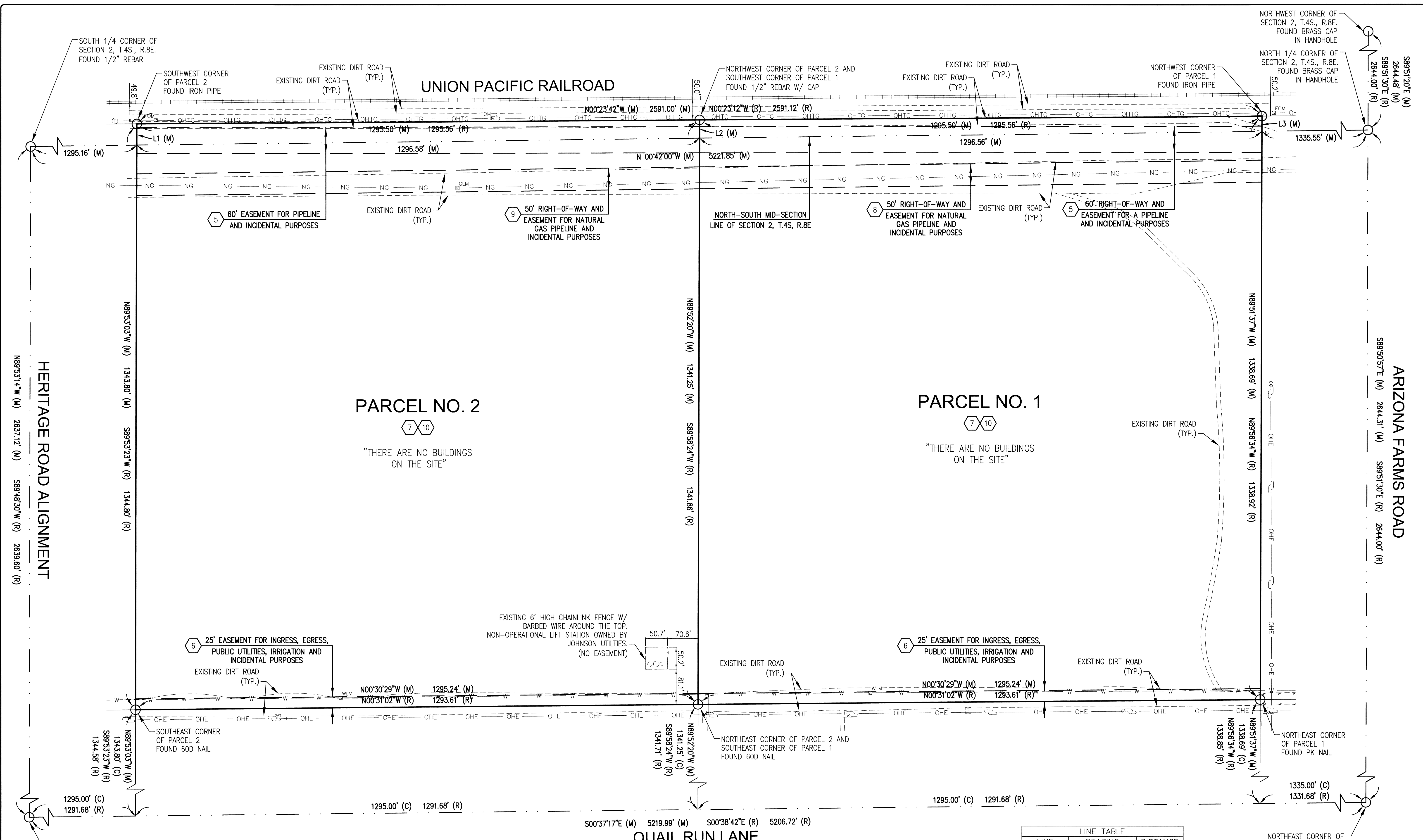
EXPIRES 03/31/2015

MERESTONE 14820 North Cave Creek Road
LAND SURVEY Suite #B
Phoenix, Arizona 85032
Phone (602) 569-2000
www.merestonelandsurvey.com Fax (602) 569-2021

ALTA / A.C.S.M. LAND TITLE SURVEY
FOR
MAGIC RANCH 80

SHEET 1 OF 2

PROJ. NO. 12508 DWN STD CKD GCH DATE April 2012



PARCEL NO. 2

7 10

"THERE ARE NO BUILDINGS ON THE SITE"

PARCEL NO. 1

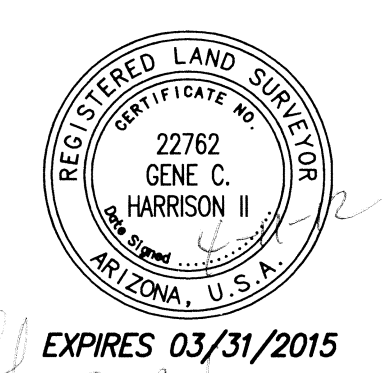
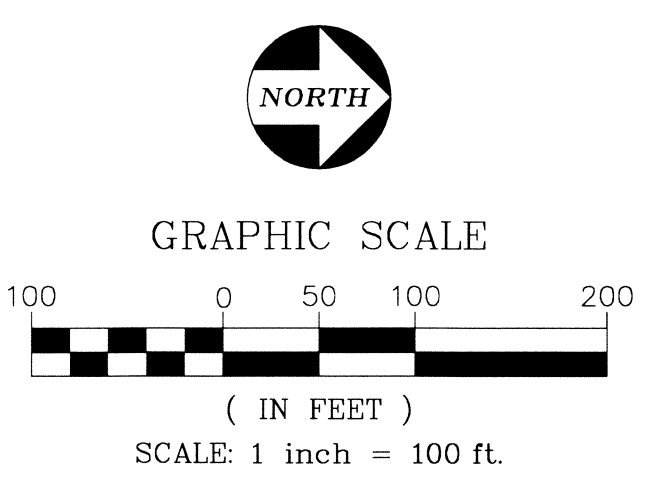
7 10

"THERE ARE NO BUILDINGS ON THE SITE"

LEGEND:

- | | | | | | |
|--|-----------------------------------|-------|--|--|--------------------------------------|
| | FOUND MONUMENT | (R) | RECORD DATA PER THE "PLAT OF SURVEY" AS RECORDED IN BOOK 1 OF SURVEYS, PAGES 45 & 46, PINAL COUNTY RECORDER. | | EXISTING TELEGRAPH TRANSMISSION POLE |
| | SECTION/MID-SECTION LINE | (M) | MEASURED DATA | | EXISTING POWER POLE |
| | SUBJECT PROPERTY LINE | (C) | CALCULATED DATA | | EXISTING GUY WIRE |
| | EASEMENT | R/W | RIGHT OF WAY | | EXISTING SIGN |
| | ADJACENT PROPERTY LINE | R & M | RECORDED AND MEASURED | | EXISTING WATER LINE MARKER |
| | EXISTING OVERHEAD ELECTRICAL LINE | | EXISTING EDGE OF PAVEMENT | | EXISTING FIBER OPTIC MARKER |
| | EXISTING NATURAL GAS LINE | | EXISTING RAILROAD | | EXISTING GAS LINE MARKER |
| | EXISTING OVERHEAD TELEGRAPH LINE | | | | EXISTING WATER LINE (SIZE UNKNOWN) |

LINE	BEARING	DISTANCE
L1 (M)	N89°53'03"W	48.70'
L2 (M)	N89°52'20"W	41.20'
L3 (M)	N89°51'37"W	34.91'



MERESTONE LAND SURVEY
 14820 North Cave Creek Road
 Suite #8
 Phoenix, Arizona 85032
 Phone (602) 569-2000
 Fax (602) 569-2021
 www.merestonelandsurvey.com

ALTA / A.C.S.M. LAND TITLE SURVEY FOR MAGIC RANCH 80

SHEET 2 OF 2

APPENDIX C

DEVELOPMENT SUMMARY

- 1) ACREAGE: GROSS 79.76 AC.
- 2) YIELD: 320 LOTS
- 3) DENSITY: 4.01 D.U./GR. AC.
- 4) OPEN SPACE: USEABLE 4.71 AC. / 5.9%
TOTAL 14.59 AC. / 18.3%
- 5) ZONING: EXISTING CR-2 PAD, CR-3 PAD
- 6) LOT SIZE: TYPICAL: 55'x110'
MINIMUM: 55'x100'

**TENTATIVE PLAT OF
ASHBURN at MAGIC RANCH - UNITS 1, 2 & 3**
Parcels L & M of the MAGIC RANCH Planned Area Development
A RESUBDIVISION OF PARCELS 7 & 11 OF "MAGMA BUTTE RANCHES"
AS RECORDED IN BOOK 1 OF SURVEYS PAGE 45, PINAL COUNTY
RECORDS LOCATED IN SECTION 2 OF TOWNSHIP 4 SOUTH, RANGE 8
EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL
COUNTY, ARIZONA

OWNERS:

Graham and Peggy Driscoll
7912 E. North Lane
Scottsdale, AZ 85258
Phone: (480) 391-4080

Brian Jahnitz
8639 E. Virginia
Scottsdale, AZ 85257
Phone: (602) 525-8735

DEVELOPER:

V&M HOMES
5803 S. 27th Street
Phoenix, AZ 85040
Phone: (602) 304-9446
Fax: (602) 304-1235
Contact: Richard Harris

ENGINEER:

STANDAGE AND ASSOCIATES,
LTD.
409 S. El Dorado
Mesa, AZ 85202
Phone: (480) 892-8090
Contact: Bill Standage

BENCHMARK

NGS DESIGNATION B 517, PID DU2282
ELEVATION = 1516.07 (NAVD 88 DATUM)
2.8 KM (1.75 MI) NORTHERLY ALONG U.S. HIGHWAY 89 (PINAL PARKWAY)
FROM THE JUNCTION OF STATE HIGHWAY 287 (BUTTE AVENUE) IN FLORENCE,
THENCE 7.4 KM (4.60 MI) WESTERLY ALONG HUNT HIGHWAY, THENCE 7.5 KM
WESTERLY ALONG ARIZONA FARMS ROAD, THENCE 0.1 KM (0.05 MI)
NORTHWESTERLY ALONG THE SOUTHERN PACIFIC RAILROAD, 6.8 M (22.3 FT)
SOUTHWEST OF THE NEAR RAIL, 3.7 M (12.1 FT) SOUTHWEST OF MILEPOST
951, 2.3 M (7.5 FT) NORTHEAST OF A UTILITY POLE STUB, 1.6 M (5.2 FT)
BELOW THE LEVEL OF THE TRACK, AND 0.5 M (1.6 FT) SOUTHEAST OF A
WITNESS POST. NOTE - ACCESS TO THE DATUM POINT IS THROUGH A 5-INCH
LOGO CAP.

TBM #1

PIPE IN HANDHOLE AT THE INTERSECTION OF ARIZONA FARMS ROAD
& SURREY LANE (N. 1/4 COR. SECTION 2, T.4S., R.8E.)
ELEVATION = 1513.92 (NAVD 88 DATUM)

TBM #2

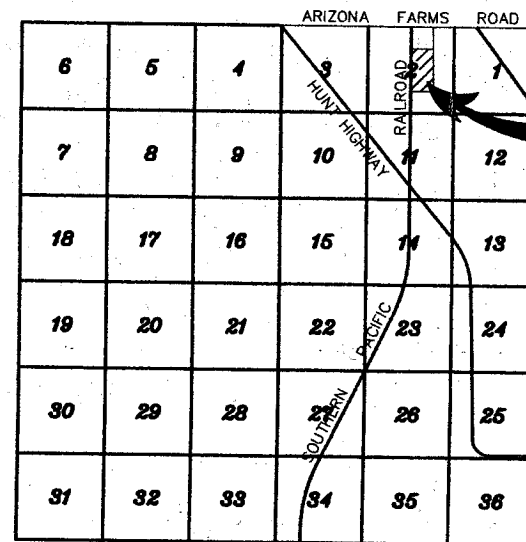
FD. PIPE MARKING THE NORTHWEST CORNER OF PARCEL 7
ELEVATION = 1511.55 (NAVD 88 DATUM)

TBM #3

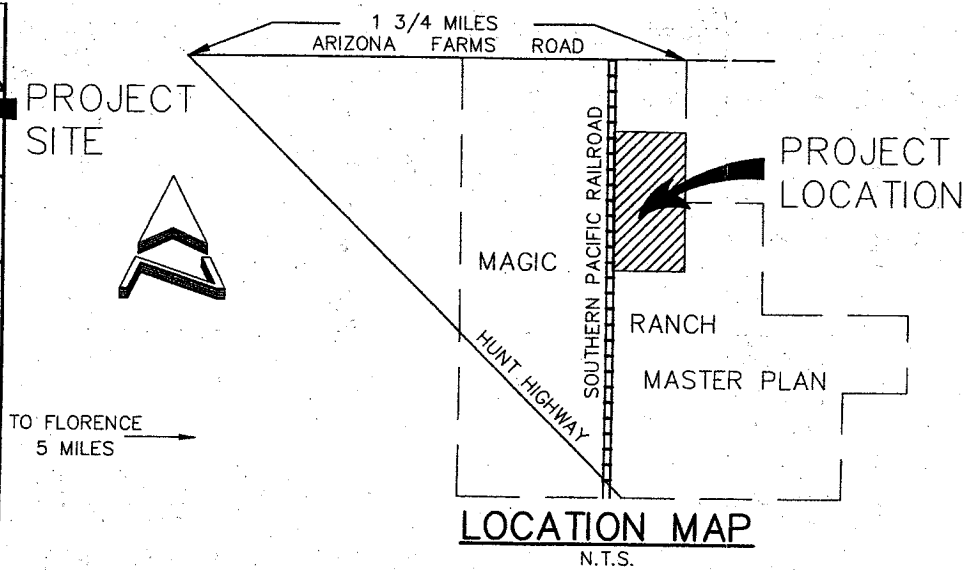
FD. 1/2" REBAR W/CAP RLS #21081 MARKING THE SOUTHWEST CORNER
OF PARCEL 11
ELEVATION = 1515.47 (NAVD 88 DATUM)

BASIS OF BEARINGS

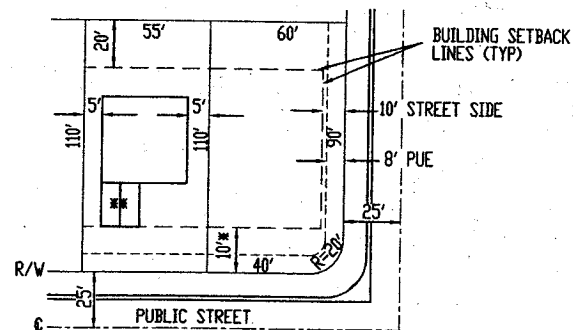
THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST
QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 8 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL
COUNTY, ARIZONA. A BEARING OF SOUTH 89 DEGREES 51 MINUTES
30 SECONDS WEST WAS USED PER THE PLAT OF SURVEY RECORDED
IN BOOK 1 OF SURVEYS, PAGES 45, 46, AND 47, RECORDS OF PINAL
COUNTY, ARIZONA.



VICINITY MAP
T4S, R8E
N.T.S.



LOCATION MAP
N.T.S.



TYPICAL LOT DETAIL

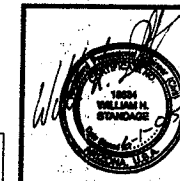
* - 10' TO BUILDING, (18' TO GARAGE DOOR FROM CURB)

UTILITY SERVICES

WATER & SEWER - JOHNSON UTILITY CO.
ELECTRIC - APS
TELEPHONE - QWEST

TRACT TABLE	
AREAS	DESCRIPTIONS
Tract 'A' - 9.38 ac.	Gasline Easements, Equestrian Trail and Landscaping (where allowed)
Tract 'B' - 2.54 ac.	Retention, Landscape, Open Space and Equestrian Trail
Tract 'C' - 0.27 ac.	Retention, Landscape, Open Space and Equestrian Trail
Tract 'D' - 1.05 ac.	Retention, Landscape, Open Space and Equestrian Trail
Tract 'E' - 1.20 ac.	Retention, Landscape and Open Space
Tract 'F' - 0.12 ac.	Landscape
Tract 'G' - 0.17 ac.	Landscape
Tract 'H' - 0.05 ac.	Landscape

Two working days before you file
CALL FOR THE BLUE STAMPS
(602) 263-1100
Blue Stamp Center
CALL COLLECT



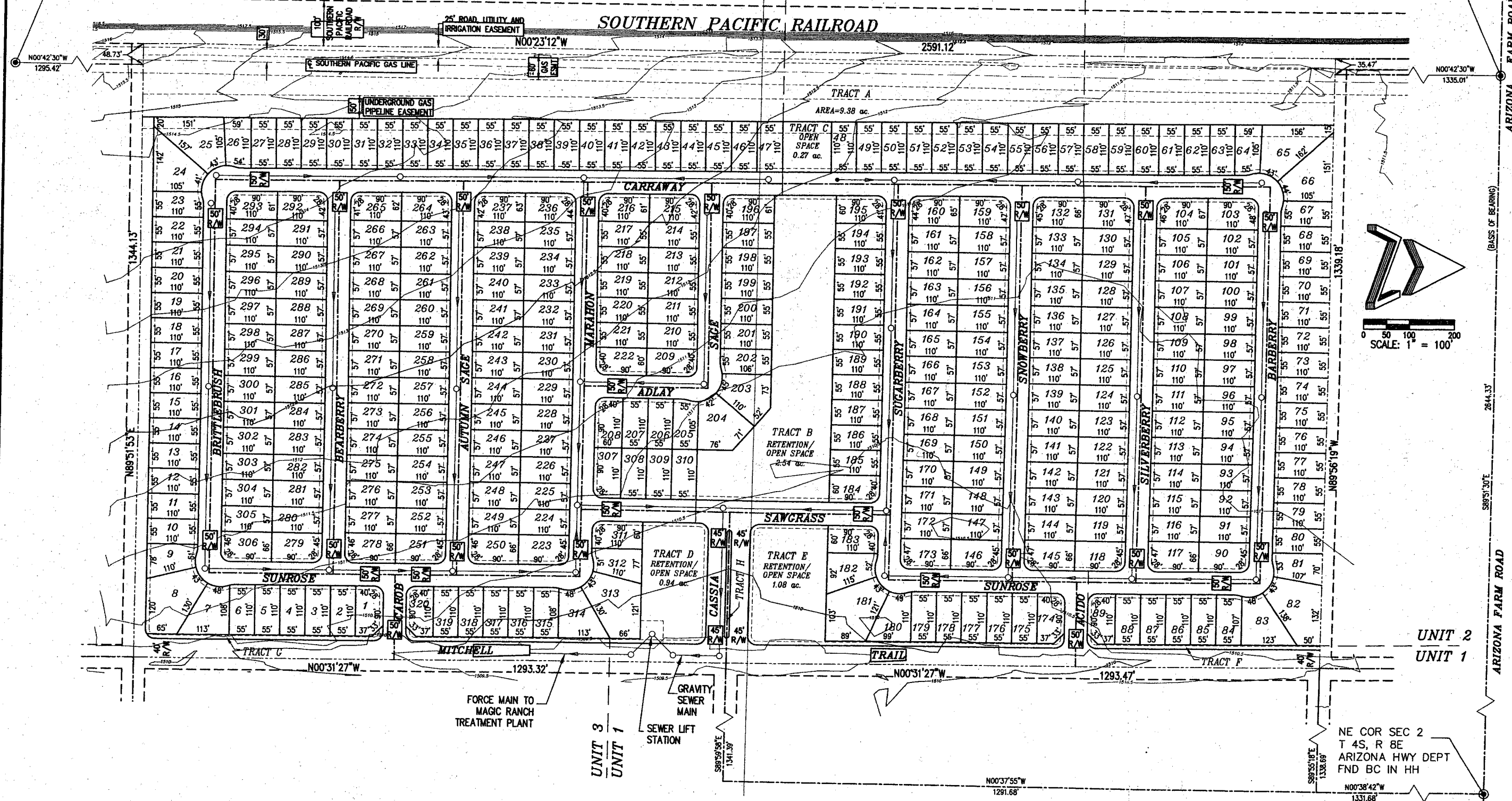
SA Standage & Associates, Ltd.
Consulting Engineers
409 S. El Dorado
Mesa, Arizona 85202
(480) 892-8090

ASHBURN at MAGIC RANCH
UNITS 1, 2 & 3
Parcels L & M of the MAGIC RANCH PAD

JOB #050225
0007
SHEET
1 OF 2

S1/4 COR SEC 2
T 4S, R 8E
FND 1/2" REBAR W/CAP
L.S.# 32778

N1/4 COR SEC 2
T 4S, R 8E
FND PIPE IN HH



NOTE: NO EXISTING STRUCTURES ON THE TRACT






Standa & Associates, Ltd.
Consulting Engineers
409 S. El Dorado
Mesa, Arizona 85202
(480) 892-8090

ASHBURN at MAGIC RANCH
UNITS 1, 2 & 3
Parcels L & M MAGIC RANCH PAD

JOB #050225
0007

SHEET
1 OF 2

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 614-14 Lookout Mountain II PUD (PZC-21-14-PUD)		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Public hearing and first reading only on August 4, 2014.

After second reading on a future date, motion to adopt Ordinance No. 614-14 for Lookout Mountain II PUD.

REQUEST:

The Town of Florence, on behalf of the Arizona State Land Department, requests approval of the following application:

PZC-21-14-PUD. A request to change the existing zoning on approximately 320 acres from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD). The Lookout Mountain II PUD proposes underlying zoning of Multi-Family Residential (MFR) and Highway Business Commercial (B-2) on the property, which is generally located south of Arizona Farms Road, east and adjacent to the Gila River Indian Community and west of the Union Pacific Railroad. The subject site is also bisected by Hunt Highway. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-01.

BACKGROUND/DISCUSSION:

The purpose of this application is to propose a zone change for a project known as Lookout Mountain II that consists of approximately 320 acres located south of Arizona Farms Road, east and adjacent to the Gila River Indian Community and west of the Union Pacific Railroad. The subject site is also bisected by Hunt Highway.

The Arizona State Selection Board unanimously approved the Town's request to annex the Lookout Mountain II property along with multiple State Land parcels on November 5, 2009. When annexed into the Town of Florence, properties are given comparable zoning. The current zoning for the Lookout Mountain II site, in Pinal County, is General Rural (GR). Comparable zoning in the Town is Single-Family Ranchette Residential (R1-R).

Planning efforts with the Arizona State Land Department (ASLD), that preceded or ran concurrently with the Selection Board action, focused on the opportunities and the fulfillment of anticipated land uses expected to be demanded by the market in the future. The positioning of this land and its relationship to strong future transportation corridors, as well as anticipated future growth patterns in the Town of Florence, drove the decisions that produced the Conceptual Land Use Plan. Through this extensive and multi-faceted process, the ASLD requested the Town's General Plan designation on the subject site be changed to High Density Residential (HDR) and Community Commercial (CC). The Pre-Annexation and Development Agreement also requested the future Planned Area Development (PAD) zoning of the site, with zoning categories consistent with the General Plan.

ANALYSIS:

The subject property is currently in Pinal County and under a pending annexation into the Town of Florence. The existing zoning for this site is General Rural (GR); however, upon annexation, the subject site will receive comparable/initial zoning to Single-Residential Ranchette (R1-R). The applicant is requesting a zone change for the entire site from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD) zoning which will comprise of Highway Business Commercial (B-2) zoning and Multi-Family Residential (MFR) zoning.

Residential Development

Growth has and will continue to come to the Florence market due to the Town's small, but progressive economic opportunities and attractive quality of life. As growth occurs, it will be important to provide varied housing opportunities and new areas to support the increased demands for commercial uses.

ASLD requested to use this PUD zoning category since Planned Unit Developments are more desirable for land development because of the road improvements, provision of water and sewer, and drainage improvements, if needed, are more comprehensively planned for an area.

This PUD will encompass two underlying Zoning categories as follows:

Multi-Family Residential (MFR)

MFR zoning will allow for high density residential development in close proximity to potential commercial centers. This direct relationship provides consumer support for the commercial center and places necessary services and employment centers within walking distance of a large number of people. Open space and landscaping requirements for this district are intended to ensure a spacious residential character and will buffer this use from adjacent properties.

Commercial Development

The Commercial component in this PUD serves to provide areas for retail services and retail goods for the benefit of the immediate and surrounding areas. The intent of this zoning district is to provide the business opportunity for a wide variety of goods and services to the community, enhance local sales tax revenues and buffer traffic noise to prevent it from reaching surrounding neighborhoods.

The Highway Business Commercial zoning district is intended to provide for general business and commercial uses in locations that are suitable and appropriate, taking into consideration existing conditions, future land use needs and the availability of public services. The intent of this zoning district is to allow commercial uses to satisfy the needs of the community while providing for a broad range of commercial activities.

Water and Wastewater

Wastewater and water service to the site will be provided by Johnson Utilities LLC.

Utilities

APS will provide electric power to the site.

Public Safety

Upon annexation, the subject site will be served by the Town Police and Fire Departments. A police beat is being established for this area and a police sub-station will be housed in the Anthem at Merrill Ranch Fire Station No. 2, which will also be the nearest fire station for the annexation area. Additional stations will be added within the annexation growth areas as the subject areas develop over time.

General Plan

The 2020 General Plan designates the site for High Density Residential 1 (HDR1) and Community Commercial (CC) land use and the proposed zoning conforms to the 2020 General Plan.

The proposed zoning district of Planned Unit Development is consistent with this surrounding zoning and provides the foundation for future growth that is consistent.

PUBLIC PARTICIPATION:

The Town has reached out to all Town residents and other property owners through a public participation process that includes:

- A notice for the Planning and Zoning Commission public hearings was mailed to all property owners within 300 feet of the site
- Property Posting (Sign) - Notice of Public Hearing for a Planned Unit Development was posted on the site
- Advertisements in the local Town paper
- One public hearing for the Planning and Zoning Commission
- Town Council public hearing

The public living within the vicinity of the subject site has expressed their opposition to this case, primarily because of their concerns related to the future multi-family development of the site and the perceived impacts this would have on them.

HEARINGS:

June 19, 2014	Planning and Zoning Public Hearing
August 4, 2014	Town Council Public Hearing and 1 st Reading
*Future Date	Town Council and 2 nd Reading Action

All meetings will be held at Town Hall Council Chambers, 775 North Main Street, Florence, Arizona 85132.

*Indicates a Special Meeting by the Town Council.

FINDINGS:

Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan.
2. The Town’s 2020 General Plan has High Density Residential 1 (HDR1) and Community Commercial (CC) designations on the site that support the proposed zoning.

3. The proposed zoning is consistent with the State Selection Board annexation approval and the Pre-annexation and Development Agreement between the Arizona State Land Department and the Town of Florence.

FINANCIAL IMPACT:

This Planned Unit Development will have no immediate financial impact; however, future residential and commercial development of the subject area will have a positive impact on the Town.

RECOMMENDATION:

The Planning and Zoning Commission found that Lookout Mountain II Planned Unit Development (PZC-21-14-PUD) is in compliance with the Town's 2020 General Plan and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on Lookout Mountain II Planned Unit Development, as described in Exhibit A, to the Mayor and Town Council, subject to the following conditions:

1. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Ordinance No. 614-14
Exhibit A
Exhibit B
Application materials

ORDINANCE NO. 614-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE LOOKOUT MOUNTAIN II PLANNED UNIT DEVELOPMENT (PZC-21-14-PUD).

WHEREAS, a request change the existing zoning on the subject property from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD) with underlying zoning of Multi-Family Residential (MFR) and Highway Business Commercial (B-2) on the property has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the proposed zoning is consistent with the State Selection Board annexation approval and the Pre-Annexation and Development Agreement between the Arizona State Land Department and the Town of Florence; and

WHEREAS, the Planning and Zoning Commission has found the Lookout Mountain II PUD is in conformance with the Town's 2020 General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded to the Mayor and Council of the Town of Florence, Arizona, an unanimous favorable recommendation for the Lookout Mountain II PUD; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence, Arizona, and the Lookout Mountain II PUD has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The zoning map of Florence, Arizona, is hereby amended by changing the zoning classification of the parcels of land depicted on EXHIBITS A and B attached hereto, from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD), with underlying zoning of Multi-Family Residential (MFR) and Highway Business Commercial (B-2) on the property.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ___ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

Exhibit A: Lookout Mountain II PUD Zone Change



**Town of
Florence**

210-18-8270



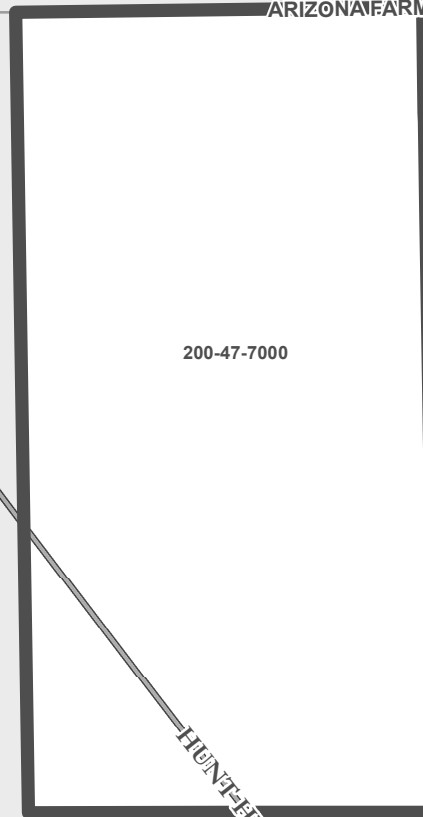
Lookout Mountain II Site



Parcel Lines

Legal Description

The East half of Section 8, Township 4 South,
Range 8 East of the Gila and Salt River Base
and Meridian, Pinal County, Arizona.



200-47-7000

ARIZONA FARMS RD

HUNT HWY

HUNT HWY

MAGMA BUTTE LOOP

POSEIDON RD
HERA RD
MOIRA RD
IRIS DR
ORION RD
THETIS DR
ARTEMIS DR
DEMETER DR
ATHENA RD
DIONYSUS DR

BOREAS RD
APOLLO DR
THETIS DR
ARTEMIS DR
DEMETER DR
ATHENA RD
HELIOS DR

200-80-002A
200-80-002C
200-80-006Z
200-35-5310
200-80-013A
200-80-0140

Union Pacific Railroad
SELLENE DR

CONTRACTORS RD
MITCHELL CT
RENFROE WAY
200-80-0070
RATTLEWAY
CASSIA AVE
MITCHELL TRL
200-80-0120
200-80-0110
GECKO RANCH RD
200-80-0250
HERITAGE RD
SUNNYSLOPE DR
SURREY LN
APRIL WAY
MITCHELL TRAIL
PINE WAY
200-40-0860
200-40-089B

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.
Lookout_Mountain_II_ZC_Exhibit_A.mxd TOF GIS 7/16/2014

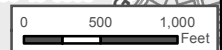
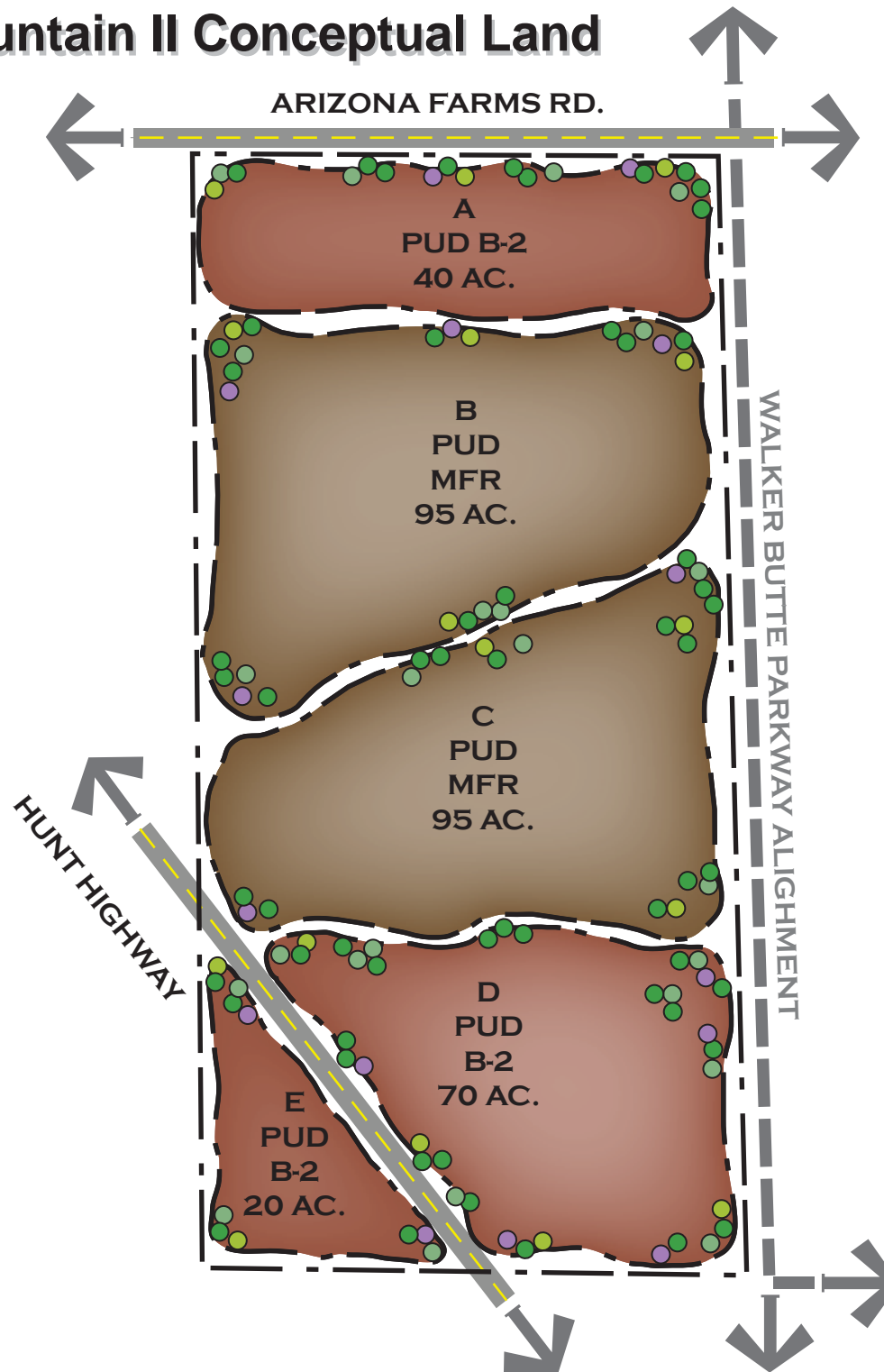



Exhibit B: Lookout Mountain II Conceptual Land Use Plan



Lookout Mountain II
Conceptual Land Use Plan

OWNER'S PERMISSION FORM

I/we, the Undersigned, do hereby grant permission to the Town of Florence (the "Town"), through its Planning and Zoning Department, to act on behalf of The Arizona State Land Department ("ASLD") for the purpose of obtaining the Zoning Changes set forth as the "Proposed Town Zoning" on Exhibit A of that certain Pre-Annexation and Development Agreement dated September 21, 2009 between ASLD and the Town, recorded as Document No. 2009-120804 in the Official Penal County Recorder's Records, for each of the applicable properties corresponding to the respective Zoning Change set forth on said Exhibit A. A copy of Exhibit A is attached hereto.

The Arizona State Land Department
By: 
Printed Name: _____
Its: _____

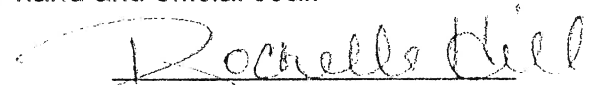
Address: 1616 W. Adams
Phoenix, Arizona 85007

Tel.: 602-542-3000

STATE OF ARIZONA)
) ss
County of Maricopa)

On this 11th day of December, 2009, before me, the undersigned Notary Public, personally appeared 1616 W. Adams Phx AZ, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Maria Bauer executed the same.

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

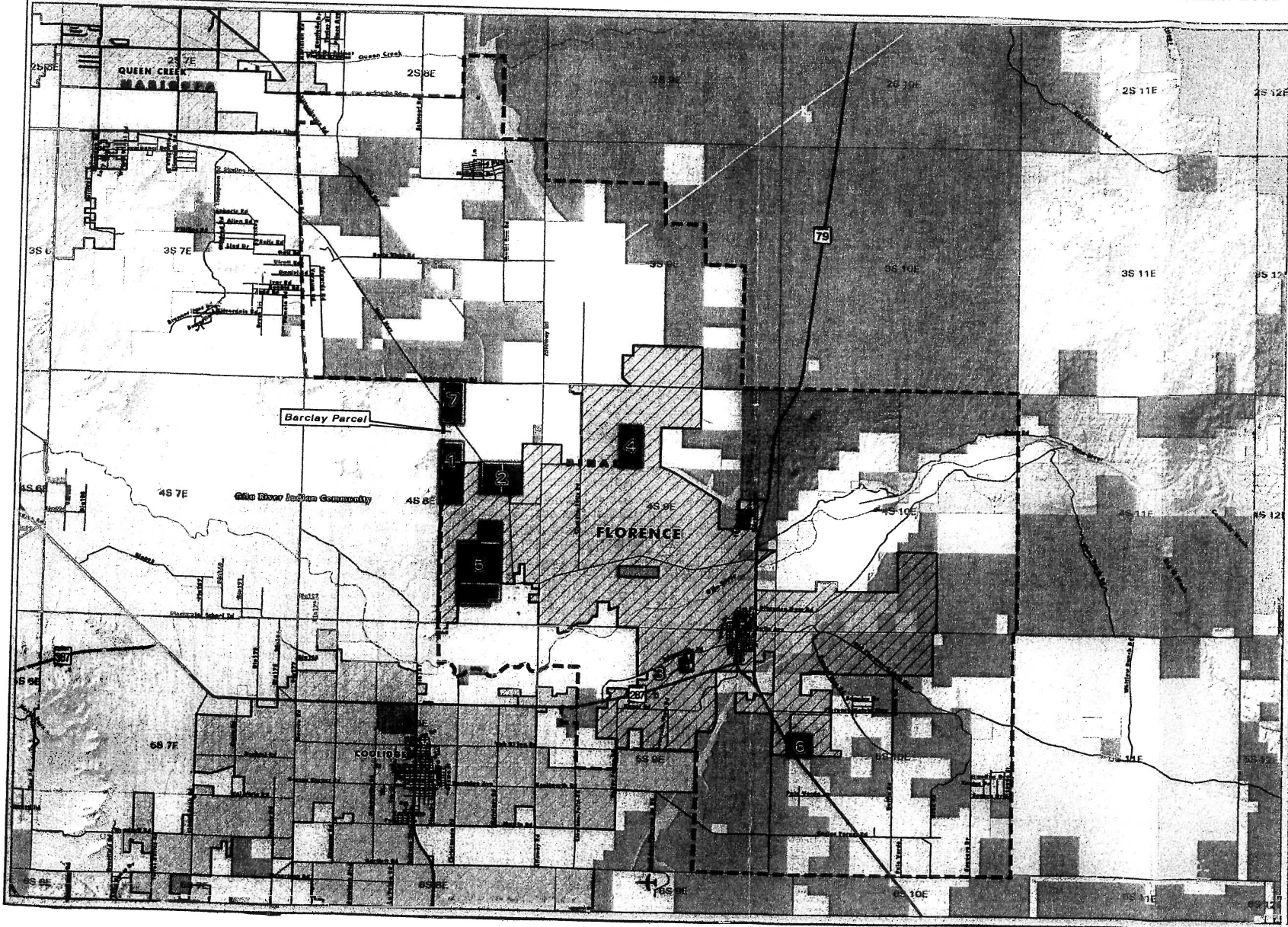

NOTARY PUBLIC

My commission expires: 5/4/2012



Exhibit A
STATE TRUST LAND ANNEXATION REQUEST #A-01-2009 - Town of Florence

October 2009



- Trust Land Annexation Parcels
- Florence Planning Area
- Cities
- State Trust Land
- Private
- Forest
- National Monument
- Other
- BLM
- Indian Reservation
- Florence Military Reservation

Annexation Parcel	Name	TWP	RNG	SEC	ACRES +/-
1*	Lookout Mountain I	4 S	8 E	10	160
1*	Lookout Mountain I	4 S	8 E	15	320
2	Twin Peaks	4 S	8 E	13	240
2	Twin Peaks	4 S	8 E	14	240
3	Silver	5 S	9 E	3	20
4	CAP	4 S	9 E	9	319
5	Portway	4 S	8 E	35	300
5	Portway	4 S	8 E	23	160
5	Portway	4 S	8 E	26	440
6	Rodeo	5 S	10 E	18	155
7	Lookout Mountain II	4 S	8 E	3	318
					+/- 2872

* Required for Barclay Amendment



ASLD makes no warranties, implied or expressed, regarding information shown on this map.
 Produced by Planning/JW 10/2009
 O:\p\state\Annexation\Florence\Florence.mxd
 Imagery - NAIP2007
 Datum & Projection:
 North American Datum 1983 NAD83
 UTM Zone 12 North - Meters


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	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8e.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 616-14: Arizona Farms West PUD (PZC-24-14-PUD)		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Public hearing and first reading only on August 4, 2014.

After second reading on a future date, motion to adopt Ordinance No. 616-14 for Arizona Farms West PUD.

REQUEST:

This is a request by The WLB Group, Inc., on behalf of El Dorado Arizona Farms, LLC, for approval of the following:

A request to replace the existing Planned Unit Development (PUD) zoning with a new Planned Unit Development (PUD). The Arizona Farms West PUD is a planned mixed use community of approximately 389 acres generally located on the south side of Arizona Farms Road, east of the Quail Run Lane alignment, north of the Heritage Road alignment and west of the Copper Basin Railroad. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-01.

BACKGROUND/DISCUSSION:

The purpose of this report is to request the approval of a new Planned Unit Development (PUD) zoning for Arizona Farms West, an approximately 389 gross acre site. It should be noted that the entire Arizona Farms Project includes both this proposed PUD and the Arizona Farms East PUD. The entirety of the project lies within two proposed annexation areas, those being the Magic Ranch Annexation 2013-01 and the Arizona Farms Annexation 2013-02. The entire Arizona Farms Project encompasses approximately 1,155 acres.

The proposed PUD intends to provide a mixture of residential land uses that will provide diversity in housing for the region, as well as supporting land uses such as parks, open space and a proposed school site. The subject property lies near the confluence of several planned major transportation corridors, those being the major arterial roadways (Arizona Farms Road, Felix Road and Attaway Road) as well as the future ADOT North-South Freeway Conceptual Corridor.

The site is currently zoned Planned Area Development in Pinal County. Upon annexation, the whole site would receive comparable PUD Zoning. This proposed PUD would then replace the initial PUD zoning.

The owners of this property intends to work closely with the Town of Florence to provide the foundation for a community envisioned to consist of a variety of residential types, an elementary school site and a 20-acre community park to be owned/maintained by the Town of Florence, in addition to other open space amenities. The community will be consistent with the goals and policies of the Town of Florence 2020 General Plan and the PUD District, as described in the Florence Town Code.

ANALYSIS:

Arizona Farms West PUD will provide the following land uses: single-family residential, open space and recreation, a 20-acre community park and potentially an elementary school site. All of these uses will be served by a hierarchy of roadways, consisting of arterial roads, collector roads and local streets.

Internal planning efforts focused on the opportunities presented by the property and the fulfillment of anticipated land uses expected to be demanded by the market. The positioning of this land and its relationship to strong future transportation corridors, as well as anticipated future growth patterns in the Town of Florence, drove the decisions that produced the conceptual land use plan.

Some of the broad goals that were established during the planning of this community included the following:

- Creation of a land use plan that not only included a variety of land uses, but also located them in such a manner to create an environment where land uses are complementary.
- The formation of land entitlements that create a foundation for a successful, sustainable community.
- The establishment of a mixture of land uses that a varied and diverse demographic makeup is achieved for the community.
- Creation of an onsite area for an elementary school site.
- Creation and development of a roadway system that will meet the transportation needs of the near and distant future.
- Development of a thoughtful and enjoyable open space park and trail system to keep the community residents fit and active.

This proposed master-planned community consists of different land use elements, and the overall concept for the community is to provide residential housing types, school site and open space amenities.

Residential

This community will provide residential housing options, from traditional larger single-family detached residential units to more conservative size single-family detached residential units. This will provide for housing opportunities for a broad range of lifestyles and preferences and will assist in providing a community demographic that touches different age groups. The dwelling units demanded by the general public will dictate the final type of residential units constructed. The Conceptual Development Plan for this community provides a scheme for the location and amount of each residential component.

Residential Medium Low (RML)

The Residential Medium Low portion of this community has been strategically located in the western portion of the property, adjacent to the Copper Basin Railroad. The RML area will provide for an adequate transition and buffering along the railroad right-of-way.

Housing in this area will consist of traditional single-family detached homes situated on lots measuring a minimum of 6,500 square feet. The maximum gross density for RML is 3.5 dwelling units per acre.

Residential Medium (RM)

The Residential Medium portion of this community has been placed in the western portion of the property. These development parcels will contain traditional single-family detached residential product. The maximum gross density for RM is 5.5 dwelling units per acre.

Open Space, Parks and Trails

The primary open space includes greenways along the primary collector roads and between development parcels that provide connectivity throughout the development, and buffer areas along the arterial roadways, which contain sidewalks and landscaping.

Also, retention areas that are designed for recreational use must have at least 15% of the basin elevated above a 10-year storm floodwater surface elevation. All open space not improved for recreational use will be landscaped, according to an approved, water-conserving, final landscape plan.

Finally, each dwelling unit should be within 1,000 feet of recreational facilities. The proposed open space area for the Arizona Farms West PUD targets 58 acres or 15% of the residential area of the subject site.

The proposed open space system focuses on several integral interconnected components that are discussed as follows.

This subject site includes a 20-acre community park, linear park with a pathway along the western side of the Copper Basin Railroad right-of-way and a system of linear open space areas or greenways that provide connectivity throughout the development, and connect to the 20-acre community park and school site. The linear park will parallel the railroad, as well as the community park and school site, and provide a buffer between the residential areas and the railroad.

Within the development parcels there will be smaller scale neighborhood parks or pocket parks. These parks will be approximately 2,500 square feet to two acres in size and will offer recreational opportunities to those living within a ¼ mile radius. They will be visually accessible focal points of the community and visible from all angles and may contain play equipment, benches, paths, grass and other landscaping.

Greenways are open space corridors that allow all residents to move easily and safely throughout the community in a pleasurable environment. They have been designed such that they serve as open space links, providing strong non-vehicular connections between all the residential, recreational, educational and commercial components of the community. The greenways consist of landscaping, a paved multi-use path that may be used by pedestrians and cyclists, as well as to be utilized as sitting areas and community gathering areas.

It should be noted that the homeowner's association established for this community will be responsible for maintaining all enriched pavement treatments, all open space areas and all landscaping. The homeowner's association will maintain such areas as regulated through the Covenants, Conditions and Restrictions for each parcel. A master homeowner's association will be established and will be responsible for maintaining the privately owned open space areas within the project. A final landscape plan, wall plan, and amenity plan, meeting the approval of the Town of Florence, will be submitted prior to the approval of any final subdivision plats for this development.

Public Services

This community, upon annexation, will be served by the Town Police and Fire Departments. A police beat is being established for this area and a police sub-station will be housed in the Anthem at Merrill Ranch Fire Station No. 2, which will also be the nearest fire station for the annexation area. This proposed community will generate the need for services within this community. Accordingly, a 5-acre site has been designated within the Arizona Farms East PUD for a future fire station with police sub-station.

Schools

The project includes at least one K-8 school site located within this PUD. Additional schools sites may be provided if there is the demand for such.

Water

Water will be provided by Johnson Utilities Company (JUC). The owner/developer will work with JUC to analyze the existing water system and determine the infrastructure that would be required to serve the property at build-out condition.

Wastewater

Wastewater collection and treatment will be provided by Johnson Utilities Company (JUC). The owner/developer will work with JUC to analyze the existing wastewater system and determine the infrastructure that would be required to serve the property at build-out condition.

Transportation

The transportation and circulation plan will be developed consistent with recommendations from the Community Development Director and Town Engineer. The primary access to the property will be via Arizona Farms Road, Felix Road and Heritage Road. According to the Coolidge – Florence Regional Transportation Plan (April 2008), Arizona Farms Road, which is located along the north edge of this site, is designated as a major arterial road with a future right-of-way width of 150 feet (75 feet of half right-of-way).

A 400-foot corridor has been located within Arizona Farms East Planned Unit Development to allow for the future ADOT North-South Freeway and Passenger Rail projects that will impact the Arizona Farms West PUD as well. The subject site will be easily accessible via the planned traffic interchange at Arizona Farms Road. As such, the development vision for the property respects the hierarchy of roadways that are shown in the circulation element of the General Plan.

An internal major collector roadway system will collect traffic from the development parcels and convey it primarily to Arizona Farms Road, the arterial roadway adjacent to the northern boundary of the site. This road will be constructed to the standards of the Town of Florence. It is anticipated that major collector roadways with the project will have a minimum right-of-way width of 80 feet. Minor collector roads will have a minimum right-of-way width of 80 feet. Minor collector roads will have a minimum right-of-way width of 60 feet.

Local streets will be constructed within the development parcels to provide for internal circulation. These streets will provide direct access to all residential lots within the PUD. These streets may be public or private, but in either case will be constructed in

accordance with Town standards. If public, these streets will be owned and maintained by the Town. If private, the streets will be owned and maintained by an HOA to be established in the future.

A Traffic Impact Analysis (TIA) will be prepared in accordance with current Town of Florence TIA guidelines and submitted at the time of preliminary plat or site plan review. This analysis will determine the nature and timing of arterial roadway improvements that are required for the development of this property.

General Plan

An application was submitted to the Town of Florence requesting a Minor Amendment to the Town of Florence 2020 General Plan to change the General Plan land use classification on this property to Master Planned Community. This requested Minor Amendment was supported by the Planning and Zoning Commission on June 19, 2014, and approved by the Town Council on July 21, 2014. This PUD will be consistent with the General Plan.

The General Plan land use classifications surrounding the property are as follows:

North: Master Planned Community (MPC) (Dobson Farms PUD).

East: Master Planned Community (MPC). Felix Farms PUD, Sun Valley Farms PUD, Aspen Farms/Paloroso PUD and Skyview Farms PUD are located within one mile of the subject property; these PUDs are not yet developed.

South: Medium Density Residential 1 (MDR1). Crestfield Manor PAD and Wild Horse Estates PAD are located within one mile of the subject property.

West: Master Planned Community (MPC) (Arizona Farms West).

PUBLIC PARTICIPATION:

The Town has reached out to all Town residents and other property owners through a public participation process that includes:

- A notice for the Planning and Zoning Commission public hearings was mailed to all property owners within three hundred (300) feet of the site
- Property Posting (Sign) - Notice of Public Hearing for a Planned Unit Development was posted on the site in one location
- Advertisements in the local Town paper

- One public hearing for the Planning and Zoning Commission
- Town Council public hearing and action meetings

The public has expressed concerns with this application however; it appears such concerns are related to the rezoning of a nearby state land parcel, a concern about future growth in general and the Town’s proposed annexations.

HEARINGS:

- | | |
|----------------|---|
| *July 10, 2014 | Planning and Zoning Public Hearing |
| August 4, 2014 | Town Council Public Hearing and 1 st Reading |
| *Future Date | Town Council and 2 nd Reading Action |

All meetings will be held at Town Hall Council Chambers, 775 North Main Street, Florence, Arizona 85132.

*Indicates Special Meetings by the Planning and Zoning and the Town Council.

FINDINGS:

Planning Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed Planned Unit Development (PUD) zoning will be consistent with the General Plan land use designation of MPC
2. The PUD conforms to all local plans and ordinances

FINANCIAL IMPACT:

This Planned Unit Development will have no immediate financial impact; however, future residential development and the addition of the public community park will have a positive fiscal impact for the Town.

RECOMMENDATION:

The Planning and Zoning Commission found that The Arizona Farms West Planned Unit Development (PZC-24-14-PUD) is in compliance with the Town’s 2020 General Plan and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the Arizona Farms West Planned Unit Development, as described in Exhibits A-1 and A-2, to the Mayor and Town Council, subject to the following condition:

1. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Ordinance No. 616-14
Exhibit A-1
Exhibit A-2
Application materials

ORDINANCE NO. 616-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE ARIZONA FARMS WEST PLANNED UNIT DEVELOPMENT (PZC-24-14-PUD).

WHEREAS, a request to change the existing zoning on the subject properties from existing Planned Unit Development (PUD) to the Arizona Farms West Planned Unit Development (PUD) that has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found the Arizona Farms West PUD is in conformance with the Town's 2020 General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence, Arizona, an unanimous favorable recommendation for the Arizona Farms West PUD, subject to certain conditions; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence, Arizona, and the Arizona Farms West PUD has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The zoning map of Florence, Arizona, is hereby amended by changing the zoning classification of the parcels of land depicted on EXHIBITS A-1 and A-2 attached hereto, from existing Planned Unit Development (PUD) to Arizona Farms West Planned Unit Development (PUD).

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ___ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

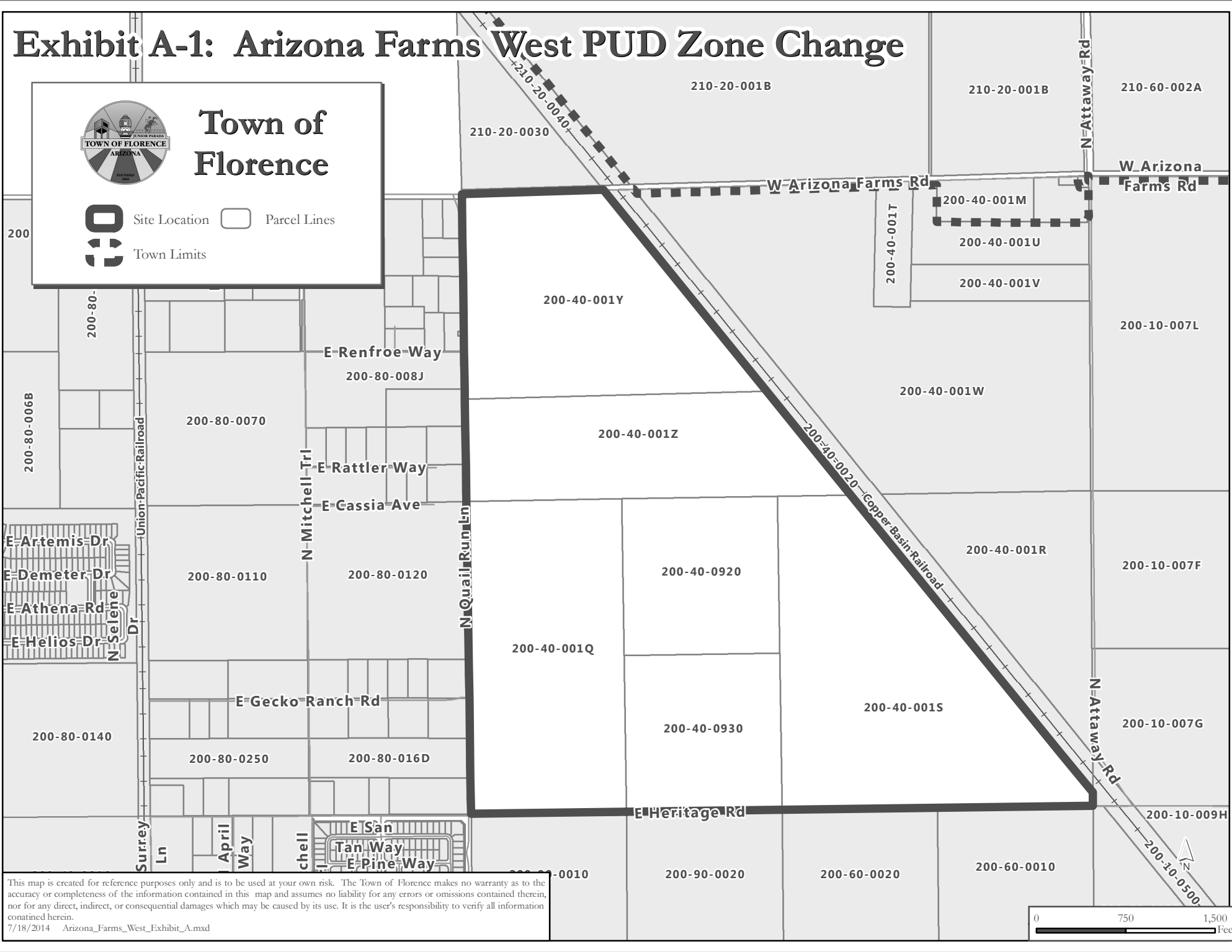
James E. Mannato, Town Attorney

Exhibit A-1: Arizona Farms West PUD Zone Change



**Town of
Florence**

Site Location Parcel Lines
 Town Limits



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Exhibit A-2

Legal Description of Arizona Farms West PUD Zone Change

PARCEL NO. 1:

THAT PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECOND EAST, (BASIS OF BEARING), 2632.80 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, ALONG THE NORTHERTY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1445.73 FEET TO A POINT ON THE WESTERTY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG SAID WESTERTY RIGHT-OF WAY LINE, 2176.38 FEET TO A POINT FROM WHICH A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1, BEARS SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, 1122.99 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, BEING PARALLEL WITH THE NORTHERTY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2532.53 FEET TO A POINT ON THE WESTERLY LINE OF THE SAID NORTHWEST QUARTER OF SECTION 1, AND FROM WHICH POINT THE WEST CORNER OF SAID SECTION 1, BEARS SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, 853.13 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, 1728.34 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1185.40 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 2:

THAT PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, (BASIS OF BEARING), 2632.80 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1445.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, 1185.40 FEET DISTANT THEREFROM;

THENCE SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG THE SAID WESTERTY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, 2176.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1122.99 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1 AND FROM WHICH POINT, THE EAST QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A 1" CONCRETE FILLED PIPE, BEARS NORTH 89 DEGREES 13 MINUTES 27 SECONDS EAST, 2014.69 FEET DISTANT THEREFROM;

THENCE SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST, 3227.33 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1 AND FROM WHICH

POINT THE SW CORNER SAID SECTION 1, BEING MARKED BY A 2 ½ INCH ALUMINUM CAP, BEARS SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, 2623.71 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 853.13 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, 1728.34 FEET DISTANT THEREFROM;

THENCE NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, BEING PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2532.53 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO.3:

THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO.5:

TIE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 8:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL 1:

TIE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: The WLB Group, Inc.

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property: Tax Parcels 200-31-007D, 200-31-007E, 200-31-007G, 200-24-001R, 200-24-001W, 200-31-007L, 200-24-001Q, 200-24-001Y, 200-24-001Z, 200-24-0930, 200-24-001S, 200-31-007B, 200-31-007F, 200-24-0920

Owner(s)

Linda Cheney
Vice President El Dorado Holdings, Inc.
Signature

As Agent For:

El Dorado Arizona Farms, L.L.C.

Print or Type Name

Address

426 N. 44th Street, Suite 100
Phoenix, AZ 85008

Telephone

602-955-2424

STATE OF ARIZONA)

County of Maricopa)

ss

On this 16 day of April, 2014, before me, the undersigned Notary Public, personally appeared Linda Cheney, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Linda Cheney executed the same.

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

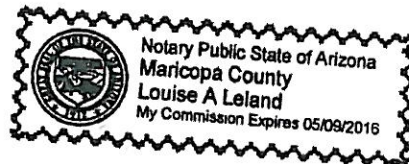
My commission expires:

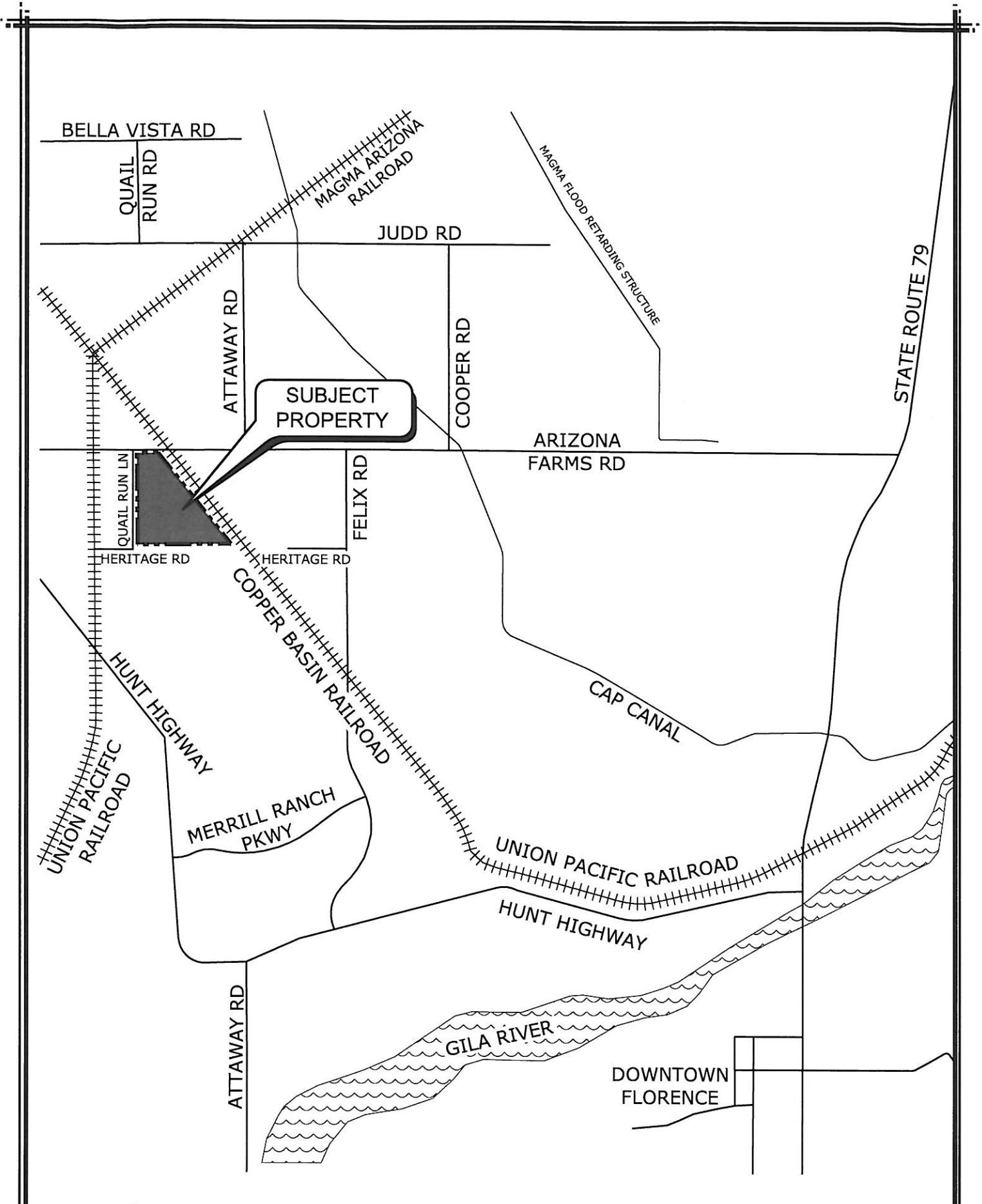
5/9/2016

Louise A Leland

Notary Public

2013 General Plan Amendment Application





El Dorado Arizona Farms, LLC.
Legal Descriptions:

PARCEL NO. 1:

THAT PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECOND EAST, (BASIS OF BEARING), 2632.80 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1445.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF WAY LINE, 2176.38 FEET TO A POINT FROM WHICH A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1, BEARS SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, 1122.99 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, BEING PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2532.53 FEET TO A POINT ON THE WESTERLY LINE OF THE SAID NORTHWEST QUARTER OF SECTION 1, AND FROM WHICH POINT THE WEST CORNER OF SAID SECTION 1, BEARS SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, 853.13 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, 1728.34 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1185.40 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 2:

THAT PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECOND EAST, (BASIS OF BEARING), 2632.80 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1445.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, 1185.40 FEET DISTANT THEREFROM;

THENCE SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, 2176.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1122.99 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1 AND FROM WHICH POINT, THE EAST QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A 1" CONCRETE FILLED PIPE, BEARS NORTH 89 DEGREES 13 MINUTES 27 SECONDS EAST, 2014.69 FEET DISTANT THEREFROM;

THENCE SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST, 3227.33 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1 AND FROM WHICH POINT THE SW CORNER SAID SECTION 1, BEING MARKED BY A 2 ½ INCH ALUMINUM CAP, BEARS SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, 2623.71 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 853.13 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, 1728.34 FEET DISTANT THEREFROM;

THENCE NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, BEING PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2532.53 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 3:

THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 8:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change/Planned Unit Development Application PZC-24-14-PUD. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change/Planned Unit Development Application PZC-24-14-PUD ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change/Planned Unit Development Application PZC-24-14-PUD. Except as expressly set forth in the Zone Change/Planned Unit Development Application PZC-24-14-PUD and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-24-001Q, 001S, 001Y, 001Z, 0920, 0930

Parcel(s) Numbers

E. Dorado Arizona Farms LLC
E. Dorado Holdings, Inc. as Administrative Agent
Gunda Cheney

Owner(s) Signature

Vice President

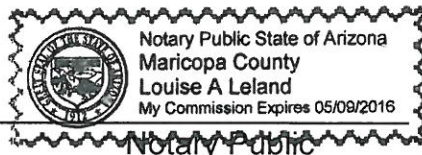
Linda J. Cheney
Print or Type Name

STATE OF ARIZONA)
)
County of Maricopa) ss

On this 14 day of July, 20 14, before me, the undersigned Notary Public, personally appeared Linda J. Cheney, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires: 5/9/16
Louise Leland





**ARIZONA FARMS WEST
PLANNED UNIT DEVELOPMENT**

389.2± GROSS ACRES

**A PORTION OF SECTION 1
TOWNSHIP 4 SOUTH, RANGE 8 EAST**

**TOWN OF FLORENCE,
PINAL COUNTY, ARIZONA**

Prepared for:

El Dorado Arizona Farms, LLC
426 N. 44th Street
Phoenix, Arizona 85008

Prepared by:

The WLB Group, Inc.
4444 East Broadway Boulevard
Tucson, Arizona 85711
(520) 881-7480

July 2, 2014

WLB No. 198026-C-004

The
WLB
Group **WLB**

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- G: Conceptual Parks, Trails and Open Space Plan
- H: Street Sections
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I. INTRODUCTION

A. PURPOSE OF REQUEST

This request relates to the proposed Arizona Farms West Planned Unit Development (PUD), a 389.2+/- acre property located at the southeast corner of Arizona Farms Road and Quail Run Lane and west of the Copper Basin Railroad. It should be noted that the Arizona Farms West (PUD) is part of a larger project named the Arizona Farms project that lies both east and west of the Copper Basin Railroad. Also, the entirety of the project lies within two proposed annexation areas, those being the Magic Ranch Annexation area and the Arizona Farms Annexation area. Due to this fact, the Arizona Farms project has been divided into two separate PUDs – the Arizona Farms West PUD (consisting of 389.2+/- acres located west of the Copper Basin Railroad); and the Arizona Farms East PUD (consisting of 797.7+/- acres located east of the Copper Basin Railroad).

Please refer to *Exhibit A: Context Map* for an illustration of the two parts of the overall Arizona Farms project, and of the two annexation areas.

The owners of this property intend to work closely with the Town of Florence to provide the foundation for a community envisioned to consist of a variety of residential housing types, a proposed elementary school site, a 20-acre community park to be owned and maintained by the Town of Florence, in addition to other open space and recreational opportunities. The community will be consistent with the goals and policies of the Town of Florence 2020 General Plan and the PUD District as described in the Florence Town Code.

PUDs are more desirable for the planning of future land uses as compared with straight zone changes on smaller parcels of land. Inherent in the PUD is a master planning process, which comprehensively and cohesively plans for and provides a framework for the infrastructure that is necessary to support the development of the land, including road improvements, water and sewer infrastructure, drainage improvements and open space/recreational systems.

B. PROJECT LOCATION

The property is bounded on the north by Arizona Farms Road, on the east by the Copper Basin Railroad, on the south by the Heritage Road alignment and on the west by Quail Run Lane.

Please refer to *Exhibit B: Regional Location Map*.

C. TAX ASSESSOR PARCEL NUMBERS

According to the Pinal County Assessor, the subject property consists of the following tax parcel numbers:

200-24-001Y, 001Z, 001Q, 001S, 0920, and 0930

II. EXISTING CONDITIONS

A. EXISTING ZONING

The subject property was zoned with a Planned Area Development (PAD) Overlay in Pinal County in November 1998. The existing PAD, known as the Arizona Farms PAD, includes the following Pinal County zoning districts: Low Density Single-Family Residential (CR-1), Medium Low Density Single-Family Residential (CR-2), Medium Density Single-Family Residential (CR-3), Medium High Density Multiple Residence Zone (CR-4), Local Business Zone (CB-1), Light Industrial (CI-1) and Suburban Ranch (SR) (golf course and open space).

The zoning districts in the existing PAD that are located within the area of this PUD include the following: Medium Low Density Single-Family Residential (CR-2), Local Business Zone (CB-1) and Light Industrial (LI).

B. EXISTING LAND USES

The property is currently being farmed and has been for many years. There are no other uses occurring on the site.

C. EXISTING GENERAL PLAN CLASSIFICATIONS

An application was submitted to the Town of Florence requesting a Minor Amendment to the Town of Florence 2020 General Plan to change the General Plan land use classifications on this property from Employment/Light Industrial (E/LI) to Master Planned Community. This requested Minor Amendment was supported by the Planning and Zoning Commission on June 19, 2014 and will be considered by the Town Council on July 21, 2014. Once approved, this PUD will be consistent with the General Plan.

The General Plan land use classifications surrounding the property are as follows:

North: Master Planned Community (MPC) (Dobson Farms PUD).

East: Master Planned Community (MPC) (Proposed Arizona Farms East PUD). Note that other MPC properties (Aspen Farms/Paloroso PUD and Skyview Farms

PUD) are located within one mile of the subject property; these PUDs are not yet developed.

South: Medium Density Residential 1 (MDR1).

West: Employment/Light Industrial (E/LI) and Medium Density Residential 1 (MDR1).

Please refer to *Exhibit C: General Plan Land Use Classifications*.

D. SURROUNDING LAND USES

North: Arizona Farms Road with vacant and farmed land to the north of the road.

East: Copper Basin Railroad to the immediate east, then Arizona Farms East (proposed PUD) is located across the railroad and is currently being farmed.

South: Vacant land and Arizona Pacific Materials LLC (rock quarry).

Southwest: The Oasis at Magic Ranch (single-family residential community and golf course).

West: Various commercial and residential land uses.

Please refer to *Exhibit D: Existing Conditions/Proposed Projects*.

E. SURROUNDING ZONING

North: Dobson Farms PUD and General Rural (Pinal County).

East: Single Residence Zone (CR-3) and Light Industrial (LI) (Pinal County) and Arizona Farms East PUD to be rezoned concurrently with this Arizona Farms West PUD.

South: General Rural and Single Residence Zone (CR-2 & CR-3) (Pinal County).

West: Magic Ranch PAD, General Rural, Single Residence Zone (CR-2) and Local Business Zone (CB-1) (Pinal County).

F. TOPOGRAPHY

Based on United States Department of Interior Geological Survey information, and more specifically the Florence 7.5 Minute Series QUAD sheet, the subject property slopes generally from northeast to southwest at a slope of less than 1%.

The elevations on the property range from approximately 1515 feet above sea level at the northeast corner of the property to approximately 1510 feet above sea level at the southwest corner of the property.

The site has been graded to accommodate farming, and as such any natural topographic features that may have once been on the site no longer exist.

G. SURFACE HYDROLOGY

As mentioned above, the site slopes gently from northeast to southwest. Historically, flows from the east entered the site and then continued through the property, leaving the site at its western boundary. Due to farming activity on the site, the drainage patterns have been altered. Flows from the east now are intercepted and diverted by Copper Basin Railroad.

According to FEMA FIRM Panel 04021C0875E dated December 4, 2007, the site is located within Zone X, which is defined as an area determined to be outside of the .2% annual chance floodplain. The Magma Dam/Flood Control Structure lies approximately 5 miles east of the site and the property lies inside the boundary of the Magma Flood Control District (MFCD). The dam/flood control structure was constructed by MFCD in 1964 to protect the downstream farm fields from regular flooding by removing them from the floodplain. The District is in the process of rehabilitating this structure and is 85% complete with the rehabilitation work, with final completion expected in July/August 2015.

A detailed drainage report, conforming to the Floodplain Regulations of the Town of Florence and Pinal County, will be submitted at the time of platting or development plan review.

H. ACCESSIBILITY AND EXISTING ROAD CONDITIONS

The northern boundary of the site is adjacent to Arizona Farms Road, a two-lane paved road. Arizona Farms Road extends to the east and west and crosses the Copper Basin Railroad with an at-grade signalized crossing.

Quail Run Lane is a dirt road running north-south along the western boundary of the site.

Heritage Road alignment is a dirt road running east-west along the southern boundary of the site. It crosses the Copper Basin Railroad with an at-grade crossing. There is no legal access across the railroad at this location, and this at-grade crossing will cease to exist at some point in the future as the property develops.

I. UTILITIES AND INFRASTRUCTURE

1. Water

The property is located within the Certificate of Convenience and Necessity (CC&N) of Johnson Utilities Company (JUC). There are 12" water lines in Arizona Farms Road, Heritage Road and Felix Road. The property owner/developer will work with JUC to conduct system modeling and negotiate line extension agreements to bring (or upgrade) the necessary infrastructure to the property.

2. Sewer

There are existing sewer force mains in Heritage Road and Felix Road. There is an existing wastewater treatment plant (named the Section 11 Plant) located within the Oasis at Magic Ranch project located to the southwest of the subject property. This plant currently has a permitted capacity of 2 mgd but is constructed with a capacity of 1.6 mgd. The current operational flows are in the range of 1.1 mgd to 1.4 mgd. JUC recently submitted an application to amend the Aquifer Protection Permit (APP) to allow for a plant expansion to 6.4 mgd. This plant expansion would facilitate the provision of wastewater services for the property. This plant is located approximately one mile west of the western boundary of the site.

3. Electric

The project lies on the boundary of the Salt River Project (SRP) service area and the Arizona Public Service (APS) service area. This property will either be serviced by SRP or APS. There is an existing SRP 500kV transmission line that runs just to the east of the site, within a 130-foot easement located adjacent to the eastern boundary of the Copper Basin Railroad. The provider of electrical service to this site will be determined in the future.

Please refer to *Exhibit E: Existing Utilities/Infrastructure*.

III. DEVELOPMENT PLAN

A. PROJECT OVERVIEW

This PUD, Arizona Farms West PUD, will provide the following land uses: single-family residential, open space and recreation, a 20-acre community park to be owned and maintained by the Town of Florence and potentially an elementary school site. All of these uses will be served by a hierarchy of roadways, consisting of arterial roads, collector roads and local streets.

Internal planning efforts focused on the opportunities presented by the property and the fulfillment of anticipated land uses expected to be demanded by the market. The positioning of this land and its relationship to strong future transportation corridors, as well as anticipated future growth patterns in the Town of Florence, drove the decisions that produced the conceptual land use plan included in this document.

Some of the broad goals that were established during the planning of this community included the following:

- Creation of a land use plan that not only included a variety of land uses, but also located them in such a manner to create an environment where land uses are complementary.
- The formation of land entitlements that create a foundation for a successful, sustainable community.
- The establishment of a mixture of land uses such that a varied and diverse demographic makeup is achieved for the community.
- Creation of an onsite area for an elementary school site.
- Creation and development of a roadway system that will meet the transportation needs of the near and distant future.
- Development of a thoughtful and enjoyable open space park and trail system to keep the community residents fit and active.

B. PROPOSED LAND USES

This proposed master-planned community consists of several different land use elements. Please refer to *Exhibit F1: Conceptual Development Plan* for a conceptual illustration of these proposed land uses. This plan shows each

proposed development parcel, type of development, arterial roads, collector roads, open space and other proposed features. Please refer to *Exhibit F2: Conceptual Development Plan (Arizona Farms East & Arizona Farms West)* to see a land use plan for the entire Arizona Farms project.

1. Residential

a. Residential Medium Low (RML)

The Residential Medium Low portion of this community has been strategically located in two places on the property: (1) the southeastern portion of the property, adjacent to the Copper Basin Railroad and (2) the northwestern area of the site near the primary community entrance. The RML area will provide for an adequate transition and buffering along the railroad right-of-way and Quail Run Road to the west.

Housing in this area will consist of traditional single-family detached homes situated on lots measuring a minimum of 6,500 square feet. The maximum gross density for RL is 3.5 dwelling units per acre.

b. Residential Medium (RM)

The Residential Medium portion of this community has been placed in the western portion of the property. These development parcels will contain traditional single-family detached residential product on lots measuring a minimum of 4,500 square feet. The maximum gross density for RM is 5.5 dwelling units per acre.

Note that *Exhibit F1: Conceptual Development Plan* shows a 20-acre Town-owned community park and a 14-acre elementary school site. These sites have an underlying zoning of residential (as defined herein) and if they are not developed with these planned uses, then they are permitted for single-family residential development.

2. Non Residential

a. Parks and Open Space

This community acknowledges the importance of open areas and outdoor recreation, particularly in a climate that can support year-round outdoor recreation. As such, it will provide residents

with a quality open space environment as well as a range of recreational activities. The recreation and open space areas planned for this community, besides providing areas of human interaction, will provide physical separation, buffer zones and transition areas.

This PUD will provide a minimum of 15 percent of the residential area of the community as open space. Also, retention areas that are designed for recreational use must have at least 15 percent of the basin elevated above a 10-year storm floodwater surface elevation. All open space not improved for recreational use will be landscaped, according to an approved, water-conserving, final landscape plan. Finally, each dwelling unit should be within 1,000 feet of recreational facilities.

This community embraces these standards. The proposed open space area for the Arizona Farms West PUD targets 58 acres or 15 percent of the residential area of the project site. The proposed open space system focuses on several integral interconnected components that are discussed as follows.

The primary open space includes a 20-acre community park, linear park with path along the western side of the Copper Basin Railroad right-of-way and a system of linear open space areas, or greenways, that provide connectivity throughout the development, and connect to the 20-acre community park and school site. The linear park with path paralleling the railroad, as well as the community park and school site, provide a buffer between the residential areas and the railroad. Please refer to *Exhibit G: Conceptual Parks, Trails and Open Space Plan* and *Exhibit I: Trail and Path Sections*.

Secondary open space areas will be included within the development parcels and may consist of pocket parks, landscaped tracts along local streets, common areas, entry monuments and trails or paths. These open space areas would be identified on future plats.

This community proposes a community park site, to be dedicated to the Town, consisting of 20 acres. It has been strategically located near the central portion of this proposed community and adjacent to the elementary school site, making it easily accessible to all future community members. It will also provide a buffer between residential areas and the Copper Basin Railroad. This

park will be the primary area in which children of all ages will play and where families and friends will gather. It is sized in such a manner that it will contain such elements as athletic fields, sports courts, children's play areas, picnic tables and ramadas, walking or bicycling paths and seating areas. The developers of this property will work with Town of Florence staff to program the recreational facilities within the park. It is intended that this park will be owned and maintained by the Town of Florence.

Within the development parcels there will be smaller scale neighborhood parks or pocket parks. These parks will be approximately 2,500 square feet to 2 acres in size and will offer recreational opportunities to those living within a ¼ mile radius. They will be visually accessible and may contain play equipment, benches, paths, grass and other landscaping.

Greenways are linear open space corridors that allow all residents to move easily and safely throughout the community in a pleasurable environment. They have been designed such that they serve as open space links, providing strong non-vehicular connections between all the residential, recreational, and educational components of the community. The greenways consist of landscaping, trails and a multi-use path that may be used by pedestrians and cyclists, sitting areas and community gathering areas.

It should be noted that the homeowner's association established for this community will be responsible for maintaining all enriched pavement treatments, all open space areas (except the 20-acre community park) and all landscaping. The homeowner's association will maintain such areas as regulated through the Covenants, Conditions and Restrictions for each parcel. A master homeowner's association will be established and will be responsible for maintaining the greenways and the HOA owned parks. A final landscape plan, wall plan, and amenity plan, meeting the approval of the Town of Florence will be submitted prior to the approval of any final subdivision plats for this development.

b. Public Services and Education

This community will generate the need for services, including a school site. The developers of this community will work with the Florence Unified School District and the Town of Florence to

adequately provide sites, if needed, for these purposes. At this time, a 14-acre site has been designated for a future elementary school site. A 5-acre police and fire site is to be located within the Arizona Farms East PUD.

TABLE 1: LAND USE AND ZONING TABLE

PARCEL	PROPOSED DISTRICT	PRIMARY LAND USE	GROSS ACREAGE
A	RM	Single Family Residential	21.2
B	RM	Single Family Residential	19
C	RM	Single Family Residential	20
D	RM	Community Park Site	20
E	RM	Elementary School Site	14
F	RM	Single Family Residential	21
G	RM	Single Family Residential	20
H	RML	Single Family Residential	23
I	RML	Single Family Residential	28
J	RM	Single Family Residential	15
K	RM	Single Family Residential	17
L	RM	Single Family Residential	21
M	RM	Single Family Residential	22
N	RM	Single Family Residential	23
O	RM	Single Family Residential	25
P	RM	Single Family Residential	27
Q	RML	Single Family Residential	22
R	RML	Single Family Residential	31
TOTALS			389.2

IV. SERVICES/INFRASTRUCTURE

A. WATER

Water will be provided by Johnson Utilities Company (JUC) or its successor. The owner/developer will work with JUC to analyze the existing water system and determine the infrastructure that would be required to serve the property at build-out condition. All plans prepared will be subject to the review and approval of JUC and/or the Town of Florence, depending on the scenario chosen.

B. WASTEWATER

Wastewater collection and treatment will be provided by Johnson Utilities Company (JUC) or its successor. The owner/developer will work with JUC to analyze the existing wastewater system and determine the infrastructure that would be required to serve the property at build-out condition. All plans prepared will be subject to the review and approval of JUC and/or the Town of Florence, depending on the scenario chosen.

C. ELECTRIC

Electric power for this site will be provided by either Salt River Project (SRP) or by Arizona Public Service (APS). The owner/developer will work with SRP or APS to analyze the existing power system and determine the infrastructure that would be required to serve the property at build-out condition. All plans prepared will be subject to the review and approval of both SRP or APS (depending on the ultimate provider) and the Town of Florence.

D. OTHER UTILITIES AND SERVICES

The following public utilities and service providers will serve the site:

- Telephone CenturyLink
- Police Protection..... Town of Florence
- Fire Protection Town of Florence
- Solid Waste Handling Town of Florence

E. EDUCATIONAL FACILITIES

The property is located within the boundaries of the Florence Unified School District. Walker Butte K-8 School is located in Johnson Ranch and Anthem K-8 School is located within the Anthem project. Students would have the option of attending either Poston Butte High School or Florence High School. The property owner will meet with representatives from the Florence Unified School District to determine the future needs of the district and arrive at a preliminary understanding of how the future students residing within the subject property might have their educational needs met. As has been previously discussed, the owner intends to provide a parcel of land for a future elementary school site.

F. VEHICULAR ACCESS

The primary access to the property will be via Arizona Farms Road. According to the Coolidge – Florence Regional Transportation Plan (April 2008), Arizona Farms Road is designated as a Major Arterial road with a future right-of-way width of

150 feet (75 feet of half right-of-way). As such, proposed vehicular access for the property respects the hierarchy of roadways that are shown in the Circulation Element of the General Plan. Please refer to *Exhibit H: Street Sections*.

An internal major collector roadway system will collect traffic from the development parcels and convey it primarily to Arizona Farms Road, the arterial roadway adjacent to the northern boundary of the site. This road will be constructed to the standards of the Town of Florence. It is anticipated that major collector roadways with the project will have a minimum right-of-way width of 80 feet. Minor collector roads will have a minimum right-of-way width of 60 feet.

Local streets will be constructed within the development parcels to provide for internal circulation. These streets will provide direct access to all residential lots within the PUD. These streets may be public or private, but in either case will be constructed in accordance with Town standards. If public, these streets will be owned and maintained by the Town. If private, the streets will be owned and maintained by an HOA to be established in the future. The Town of Florence retains the discretion to approve or disapprove private streets. The minimum right-of-way width of local streets will be 50 feet.

A Traffic Impact Analysis (TIA) will be prepared in accordance with current Town of Florence TIA Guidelines and submitted at the time of preliminary plat or site plan review. This analysis will determine the nature and timing of arterial and collector roadway improvements that are required for the development of this property.

G. SURFACE GRADING AND DRAINAGE

In accordance with the requirements of the Town of Florence, this project will propose provisions for storm or floodwater runoff channels and basins, and all provisions for drainage control will comply with the regulations of the Town. The proposed improvements will be designed to provide for the health, safety and welfare of the present and future population of the area.

The grading and drainage concept for this project will be developed at the time of preliminary plat or site plan preparation. Final drainage reports and plans, meeting the approval of the Town Engineer, are required prior to the approval of any Final Subdivisions Plats or Development Plans for this project.

On site retention basins will be designed to accommodate runoff during a 100-year, 1 hour storm event and whenever possible to serve the dual designed purpose of useable open space. Where possible, the retention basins will be landscaped and designed to a maximum ponding depth of 3 feet with a

maximum side slope where possible of 4:1. Offsite storm drainage will be accommodated through professionally designed water conveyance systems, including landscaped drainage channels. The community park site will not be utilized to meet the retention/detention needs of the community.

H. MAINTENANCE OF STREETS AND COMMON AREAS

The streets within the community may be public or private, subject to the review and approval of the Town of Florence. Public streets will be constructed to the standards of the Town of Florence within right-of-way dedicated to the public. Once accepted by the Town of Florence, the Town would be responsible for maintenance of public streets. Parks, open space and other common areas will be built and maintained by the Arizona Farms West Master HOA; however, the 20-acre community park will be owned and maintained by the Town of Florence.

V. DEVELOPMENT REQUIREMENTS

A. PURPOSE AND INTENT

The development requirements established herein serve as the primary mechanism for implementation of the land uses for this PUD.

These development requirements provide an appropriate amount of flexibility to anticipate future needs and compatibility between land uses. The Arizona Farms West PUD promotes quality design and diversity of uses and thereby ensures a high quality of development within the Town of Florence.

This section outlines the land use districts (Residential, Open Space and Public/Semi Public Facilities listed in Section V.C of this document) that are part of this PUD and which have been specifically designed for this PUD. These districts supersede the zoning districts and associated standards defined within the Town of Florence Zoning Code.

B. GENERAL PROVISIONS

1. All construction and development within the PUD area shall be in conformance with this PUD and shall comply with applicable provisions of the Development Code of the Town of Florence and the various related mechanical, electrical, plumbing codes, fire code, grading and excavation code and the subdivision codes as adopted by the Town of Florence and the State of Arizona.
2. CC&Rs for this PUD, to be administered and regulated by the developer, will be created prior to the issuance of building permits.

3. This PUD shall fully comply with the site/design plan review process of the Town of Florence and all residential products will also be subject to the Design Review process of the Town of Florence.
4. Agricultural uses shall be permitted on the property until such time that a specific site plan and associated improvement plans are approved. Agricultural uses may continue on the property in areas that are not being developed.
5. To ensure the orderly growth of the community, it is understood that minor modifications to the boundaries and acreage of development parcels (as shown on *Exhibit F1: Conceptual Development Plan*) or adjustments because of final road alignments or grading/hydrology hazards specified by the Town of Florence will occur during technical refinements in the preliminary plat process and shall not require an amendment to the PUD.
6. Utility uses, including but not limited to, sewer lift stations, water booster pumps, utility lines, electric substations, are permitted in all zones as established by this PUD.
7. Parks and schools (public, private or charter) are permitted uses in all zoning districts established herein. These uses may be relocated anywhere within the Arizona Farms property (West or East) via a Minor Amendment to the PUD, subject to the review and approval of the Planning Director and applicable public disclosure.
8. Prior to approval of any site plan, comprehensive sign guidelines must be submitted for individual commercial or office parcels. The guidelines will include requirements for sign heights, areas, size, color, logos, lighting, materials, and other significant elements.
9. Open spaces within each parcel will be constructed and completed prior to issuance of occupancy permits unless the parcel is phased. The respective HOA will maintain such areas as regulated through the CC&Rs for each parcel.
10. A relocation of any open space element as shown on *Exhibit G: Conceptual Parks, Trails and Open Space Plan*, including the Community Park Site, is permitted via a Minor PUD Amendment provided that the amount and type of open space provided remains consistent with the provisions and intent of this document.

11. A Master HOA will be established and will be responsible for maintaining all open space areas (excluding the 20-acre Community Park which is assumed to be deeded to and maintained by the Town of Florence).
12. An addition to the permitted uses in any district is allowable provided that the proposed uses remain in harmony with the overall intent of this PUD and the herein established uses, meets applicable regulations of the Town Code, and meets the approval of the Planning Director. Any appeal of the Planning Director's approvals or disapprovals of land uses will be made to the Planning and Zoning Commission and Town Council.
13. Any significant changes to this PUD, as determined by the Planning Director, will require a Major Amendment to the PUD as defined herein Section VII Implementation, D. Amendments. This Major Amendment would need to be reviewed by Town staff and reviewed and approved by the Planning and Zoning Commission and Town Council.
14. Public Utility Easements (PUE) shall be per the determination of the Town Engineer.
15. Improvements within a Public Utility Easement (PUE) shall be limited and subject to applicable codes and ordinances.
16. Development standards not stated herein for the land use districts in this PUD will be as per the nearest comparable zoning districts and per Town Code.
17. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. 12-1134].
18. Property owners/developer/builder shall be responsible for all required on-site and off-site improvements related to this project, to include, but not be limited to, half street improvements adjacent to their project boundaries and full roadway improvements within the project. The extent of all on-site and off-site improvements, as well as the phasing of such, to be subject to further Town Engineer and Planning Department review and approval of development plans, engineering reports, traffic impact reports and subdivisions.
19. Right-of-way dedications and roadway development standards subject to final review and approval of the Town Engineer.

20. Final plans for grading, drainage, infrastructure phasing, right-of-way dedications, roadway improvements, signalization, water plans and sewer plans are subject to the review and approval of the Town Engineer.
21. Developer to provide a master grading report, drainage report, water report, sewer report, traffic impact analysis (TIA) and any other associated development reports to the Town Engineer for review and approval upon the submittal of the first Preliminary Plat.
22. If a portion of the project is gated, internal roadways shall be considered private and will be owned and maintained to Town standards by the development's homeowner's association. The Town shall be granted an easement over any and all private roadways for the purpose of providing Town services.
23. Additional collector roadways and/or roadway connectivity to adjacent properties may be required upon review of future development plans and plats for the subject site.
24. All future development of the site shall be subject to the Town's Design Review process, which shall consider, amongst other things, site design, architectural designs, public art, building materials, lighting, parking, landscaping, site furniture, bicycle racks, parking, grading, drainage, and access, circulation, building colors, signage, building locations, buffering, sanitation, walls, fire protection and compatibility with surrounding properties. The project development theme shall be in keeping with the Community Character Element of the Town of Florence 2020 General Plan. It is noted that the preliminary development standards provided in this PUD book are minimum standards and the theme and character of the development will be more accurately portrayed in subsequent Design Review submittals.
25. Municipal land dedications for the 20-acre community park and any other approved uses shall be in accordance with the Pre-Annexation Development Agreement for El Dorado Arizona Farms, Inc. The location and phasing of such dedications and improvements shall be further refined as development plans (subdivision plats and site plans) proceed for the project.
26. A minimum of 15% of the gross residential area of this PUD shall be provided as open space.

C. DEVELOPMENT STANDARDS

1. RESIDENTIAL MEDIUM-LOW (RML)

This land use district provides for areas that will primarily contain detached, single family residential units, open space and recreation areas, and other directly related complementary uses. The maximum density for this district is 3.5 dwelling units per gross acre.

a. Primary Permitted Uses

- Dwelling, single-family.
- Accessory buildings, structures and uses (as per Town Code).
- Park, open space, playground and community/Town owned buildings.
- Public, private or charter schools.
- Public Safety Facility.
- Model home complex (with Town administrative reviews and approvals).
- Church or religious facility.
- Temporary uses (as per Town code).

b. Conditionally Permitted Uses

The following uses may be permitted subject to a Conditional Use Permit (as per Town Code):

- Golf course (except miniature course or practice driving tee operated for commercial purpose), including clubhouse and service facilities which are intended to primarily serve golf course uses and are no closer than 300 feet to any exterior boundary of the golf course, except that the facilities shall have direct access from a collector or arterial street, or a highway, from which they shall be a distance of at least 50 feet.
- Guest quarters/casita.
- Small-scale family daycare (maximum of 7 children).

c. Development Standards

Minimum Lot Area:	6,500 square feet
Minimum Lot Width:	55 feet
Minimum Lot Depth:	120 feet

Maximum Height:	30 feet/2 stories
Minimum Front Setback:	15 feet to livable/side entry garage. 20 feet to front loaded garage.
Minimum Rear Setback:	12 feet
Minimum Interior Side Setback:	5 feet
Minimum Street Side Setback:	15 feet (5' if adjacent to 10' open space tract).
Maximum Lot Coverage:	50%

2. RESIDENTIAL MEDIUM (RM)

This land use district provides for areas that will primarily contain detached, single-family residential units, open space and recreation areas, and other directly related complementary uses. It applies to all planning parcels as shown on *Exhibit F1: Conceptual Development Plan*.

a. Primary Permitted Uses

- Dwelling, single-family.
- Accessory buildings, structures and uses (as per Town Code).
- Park, open space, playground and community/Town owned buildings.
- Public, private or charter schools.
- Public Safety Facility.
- Model home complex (with Town administrative reviews and approvals).
- Church or religious facility.
- Temporary uses (as per Town code).

b. Conditionally Permitted Uses

The following uses may be permitted subject to a Conditional Use Permit (as per Town Code):

- Golf course (except miniature course or practice driving tee operated for commercial purpose), including clubhouse and service facilities which are intended to primarily serve golf course uses and are no closer than 300 feet to any exterior boundary of the golf course, except that the facilities shall have direct access from a collector or arterial street, or a

highway, from which they shall be a distance of at least 50 feet.

- Guest quarters/casita.
- Small-scale family daycare (maximum of 7 children).

c. *Development Standards*

Minimum Lot Area:	4,500 square feet
Minimum Lot Width:	45 feet
Minimum Lot Depth:	100 feet
Maximum Height:	30 feet/2 stories
Minimum Front Setback:	15 feet to livable/side entry garage. 20 feet to front loaded garage.
Minimum Rear Setback:	12 feet
Minimum Interior Side Setback:	5 feet
Minimum Street Side Setback:	15 feet (5' if adjacent to 10' open space tract).
Maximum Lot Coverage:	55%

The above are the minimum development standards for the residential portions of this PUD. This PUD intends to provide a variety of lot sizes. Below is a list of the anticipated lot sizes, as well as the approximate percentage of each lot size, expressed as a percentage of the total number of lots. The final lot sizes and percentages of each will be determined during the subdivision platting process.

- 45' x 110' (30%)
- 50' x 115' (25%)
- 55' x 120' (20%)
- 60' x 125' (8%)
- 65' x 125' (7%)
- 70' x 130' (10%)

3. OPEN SPACE

This project targets 15% of the residential area of the site, or 58 acres, of the residential portion of the PUD as open space.

For the purposes of this document, open space shall consist of the following:

- Parks (both those that may be owned by the HOA and the 20-acre community park to be owned and maintained by the Town of Florence).
- Trails and pathways.
- Landscaped bufferyards.
- Common areas maintained by the HOA.
- Active or passive recreational facilities.
- Landscaped or grass retention basins.
- Areas of entry monumentation.
- Linear park with path adjacent to the Copper Basin Railroad right-of-way.

4. PUBLIC/SEMI PUBLIC FACILITIES

This land use designation applies to the potential 14-acre elementary school site. The location of this site is subject to relocation based on the future needs of the community, the Town of Florence, the Florence Unified School District or other educational user. The future design of the potential school site would be in accordance with the standards and requirements of the Florence Unified School District or other educational user. Also, as the community develops, the developer, together with the Florence Unified School District or other educational user, reserves the right to move or eliminate the school site (if not needed) with an administrative minor amendment approval by the Planning Director and without a formal PUD major amendment through a public hearing process.

D. CONDITIONAL AND ACCESSORY USES – ADDITIONAL DEVELOPMENT STANDARDS

1. Purpose and Intent

Several potential uses within the PUD will require specific, tailored development standards unique to those uses. These uses are required to follow the development standards listed below which shall supplement the Town’s requirements for these uses. Uses not described herein shall follow the Town Code requirements.

2. Applicability

These Additional Development Standards are to be implemented with each proposed site plan, design review plan and/or subdivision plat as

the community is developed. Each proposed subdivision plat or site plan must demonstrate compliance and the implementation of the use performance standards. The standards below supplement the special use provisions provided by the Town Code.

3. Additional Development Standards

a. Accessory Buildings/Outdoor Storage

Buildings, in addition to the primary use, that do not exceed one two hundred (200) square feet in area or eight (8) feet in height are accessory buildings (e.g., freestanding garage, large sheds, workshops, etc.). Such buildings shall not be used for sleeping or living purposes, shall not have cooking facilities, are limited to the height of the existing residence, and must meet the setbacks for the district.

b. Home Occupations

Home occupations shall be in accordance with applicable Town codes and regulations.

c. Residential Sales Office

Temporary residential sales offices are permitted for the sale of homes being constructed on the premises for a period of time no longer than twenty-four (24) months in any one location. The applicant must prove a hardship exists warranting the extension of the sales office.

The sales office must obtain a temporary Certificate of Occupancy from the Florence Building Official.

Prior to the sale of any dwelling unit that has been used as a sales office; the dwelling unit shall be restored to comply with all applicable codes and ordinances.

E. GENERAL DEVELOPMENT STANDARDS

1. Projection Exceptions

Projection exceptions shall be in accordance with applicable regulations of the Town Code.

2. Height Limitations

Refer to Section V. Development Requirements of this PUD for height limitations.

3. Walls, Fences and Screening

In addition to the applicable regulations of the Town Code, the following standards are provided.

a. Walls and Fences

- (1) Residential land uses; walls within the front yard shall not exceed a height of three (3) feet. No fence or wall within or bounding the side or rear yard shall exceed a height of six (6) feet eight (8) inches, unless abutting a collector or arterial street, parkway, or commercial use, in which case the fence or wall may be constructed to a maximum height of eight (8) feet where approved by the Town. Under conditions where the retaining portion of the wall is necessary to adjust for discrepancies between finished grades on two adjacent lots, retaining walls may be constructed to a maximum height of three (3) feet, four (4) inches in addition to privacy wall and fence heights defined by this section.
- (2) No walls, buildings, landscaping or other obstructions to view in excess of three (3) feet in height shall be placed on any corner lot within a triangular area formed by the street right-of-way lines and a line connecting them at points thirty-three (33) feet from the intersection of the street right-of-way lines.
- (3) A building permit must be obtained prior to the installation of any wall or fence where such is required by Town Codes.
- (4) Parking areas shall be screened from street view by masonry walls or landscaped berms to a minimum height of three (3) feet above the adjacent finished grade (may be supplemented by up to twenty-five (25) percent intermittent landscaping).

- (5) The use of barbed or razor wire or similar shall be prohibited in all districts, except as approved by the Planning Director for secured utility site locations.

b. Screening

- (1) All roof mounted mechanical equipment shall be fully screened from view. The screening shall be architecturally consistent with the building.
- (2) All wall mounted equipment must be painted to match the building.
- (3) All ground mounted equipment must be fully screened from view.
- (4) All single family detached units shall have ground mounted air-conditioning units and cooling units.
- (5) The following uses and activities shall be screened as indicated:

TABLE 2. SCREENING STANDARDS		
ACCESSORY USE	MINIMUM HEIGHT OF SCREENING	METHOD OF SCREENING
Outdoor Storage of Materials and Equipment	6'	Masonry Wall
Parking Areas	3'	Masonry wall or landscaped berm*
Trash Enclosures	5'	Masonry Wall
Loading and Delivery Bays	8'	Masonry Wall

*May be supplemented by up to 25% intermittent landscaping.

4. Lighting

In addition to the applicable regulations of the Town Code, the following standards are provided.

a. Site and Building Lighting

All lighting utilized for the external illumination of buildings, parking and outdoor uses shall be directed down and away from adjacent properties and streets, shall be designed not to exceed

one (1) foot candle at the property line, and shall be designed to minimize glare. A photometric plan may be required by the Planning Director to determine compliance with the noted standard.

Commercial lighting fixtures within 150 feet of a residential use shall maintain a maximum fixture height of fifteen (15) feet.

Commercial lighting fixtures within surface parking areas shall not exceed thirty five (35) feet in height and parking area must maintain an average illumination level of 0.5 foot candle.

b. Open Space Lighting

Outdoor lighting fixtures, in any land use, shall be arranged and shielded so that lighting shall not shine or reflect directly onto adjacent residential property. In cases of interpretations of consistency with this provision, such lighting shall be located, shielded or adjusted in intensity to be in conformance with standards as adopted by Town Council and on file with the Planning Department.

5. Swimming Pools

In addition to the applicable regulations of the Town Code, the following standards are provided.

- a. All outdoor swimming pools, whether public, private or commercial shall not be located within any required front yard.
- b. In any residential district, private swimming pools shall be located in the side or rear yards and shall not be any closer than five (5) feet from any side or rear property line and may not be located within any recorded easement. In case of a corner lot, a pool may not be located any closer than five (5) feet to the street side property line.

6. Accessory Uses and Structures

All accessory uses and structures shall be in accordance with applicable regulations of the Town Code.

F. PARKING AND LOADING STANDARDS

The intent of these regulations is to assure the adequate provision of parking and loading facilities for each land use within the PUD minimizing the potential for user conflict and hazardous pedestrian/vehicular interaction. These standards shall supplement the provisions within the Town Code. Parking standards for uses not defined within the following tables and text shall conform to the standards as defined by the Town Code.

1. General Parking and Access Regulations

- a. All required parking spaces shall be located on the lot or a contiguous lot upon which the use is located.
- b. Where access to a parking lot or space is provided by an alley, the alley shall be paved to the nearest intersecting street.
- c. No part of any vehicle parked in the front yard of a single family or duplex residence lot shall extend over the back of sidewalk or a public right-of-way; nor shall any such vehicle be parked within the area formed by a ten-foot by ten-foot triangle as measured from the point of intersection of the back of sidewalk, or street curb where no sidewalk exists, and a side property line extended to the back of the sidewalk, or street curb where no sidewalk exists, when such side property line is within five (5) feet of a driveway or an improved parking surface located on an adjacent lot.
- d. All vehicular egress from parking lots to public right-of-way shall be by forward motion only, except in the case of single family through 4-plex residences fronting on a local street, private access way or drive.
- e. Tandem arrangement of required parking spaces is not permitted.

2. Improvements

- a. All parking areas and driveways shall have a surface of masonry, brick, concrete, asphalt, or any other form deemed appropriate by the Planning Director, except for temporary parking areas where a dust palliative treatment may be utilized.

- b. All off-street parking lots shall be screened from street view and landscaped in accordance with the PUD as approved by Town Council.

3. Required Parking

- a. Each single-family residential unit shall be required to provide 2 parking spaces beyond parking in the garage.

G. SIGN STANDARDS

All signage for the Arizona Farms West PUD shall be subject to the Town’s Design Review process. A Comprehensive Sign Plan shall be submitted and will be subject to the review and approval of the Planning and Zoning Commission.

In addition to the Town Code Sign Regulations, the following standards are provided. A comprehensive sign package will be submitted to the Town Planning and Zoning Commission for review and approval prior to subdivision or design review approvals.

1. General Sign Regulations

- a. Signage shall be consistent with the community theme and be kept visible at all times.
- b. All commercial and office land uses shall be required to provide signage with clear visibility and lighting. Signage shall display the business’s name and a visible numerical street address.
- c. All signage shall be subject to the Planning and Zoning Commission future approved Arizona Farms Comprehensive Sign Plan Package. Individual sign requests will be subsequently subject to the approved Comprehensive Sign Plan Package and applicable Planning and Zoning Commission approvals.

H. LANDSCAPE STANDARDS

All landscape plans for the project are subject to the review and approval of the Planning Department. Parks, trails, paths and open space areas to be developed to standards set forth in the Town’s Parks, Trails, and Open Space Master Plan.

In addition to Town Code Landscape Standards, the following standards are provided.

1. Entry Monumentation and Theme Walls

Entry monumentation and theme walls create the initial impression and overall theme for the community. They are the first elements viewed by residents and their guests. The actual color, material selection and other details of entry monumentation and theme walls will be outlined in a Master Wall and Entry Monument Plan to be submitted later in the development process.

Entry monumentation and theme walls shall provide enhanced landscaping, colorful plants and monumentation in order to provide greater visual impact at primary entrances and open spaces.

Theme walls shall be placed adjacent to collector or arterial streets and areas of open space. Combined with the decorative landscaping, theme walls shall further personify arrival into the community. View walls are encouraged in areas where lots back onto open spaces and parks, increasing the visual enjoyment of the open spaces and overall safety of the community.

2. General Landscape Design Standards

- a. All public landscaping shall be subject to the Planning and Zoning Department's future approved Arizona Farms Comprehensive Landscape Plan Package. Within the Comprehensive Landscape Plan Package specific details on plant palettes, design, and requirements will be outlined for the community.
- b. All retention areas shall maintain slopes no steeper than 4:1 when adjacent to public rights-of-way or when there is pedestrian type access to that portion of the basin, subject to the review and approval of the Town Engineer.
- c. All parking areas shall incorporate the following landscape elements:
 - (1) Landscape islands to separate rows of parking of more than fifteen (15) parking spaces;
 - (2) Each landscape island shall be a minimum of four (4) feet in total width including curbing and be no more than seventy-five (75) percent of the length of the parking stalls, and;

- (3) A minimum of thirty (30) percent of each of the landscaped islands are to be planted with vegetative ground cover. Minimum size to be one (1) gallon size plants. A minimum of (1) one fifteen (15) gallon tree shall also be planted within each landscape island.
- d. Low water use plants of a desert landscape palette shall be encouraged throughout the community and further outlined within the Comprehensive Landscape Package.
- e. Turf restrictions should be encouraged through out all land uses except in areas for public recreational purposes. Turf is permitted anywhere on a single family residential lot, provided that the total area of turf does not exceed 10% of the gross lot area.
- f. All fifteen (15) gallon trees should be a minimum of six (6) feet in height, three (3) feet in spread and one (1) inch trunk caliper at the ground level.
- g. All twenty-four (24) inch box and larger trees should be a minimum of eight (8) feet in height, five (5) feet in spread and one and one-half (1.5) inch trunk caliper at the ground level.
- h. Signage shall be consistent with the overall community theme and be kept visible at all times.
- i. Entry monumentation shall be consistent with the community wall theme and help create a unifying atmosphere for the community.

3. Open Space

a. Purpose and Intent

The open space standards implement the *Exhibit G: Conceptual Parks, Trails & Open Space Plan*. The standards below provide the regulatory standards affiliated with the development and preservation of open space within the project.

The Conceptual Parks, Trails & Open Space Plan proposes a network of community multi-use trails enhancing recreational opportunities and promoting an alternative means of mobility, other than the automobile, throughout the community. The proposed trails will be planned to accommodate pedestrian and

bicycle access between residential neighborhoods, retail and employment areas, the schools site (if needed on the property) and open space.

Additional open space acreage will be set aside during the platting stage for children's play areas and other open space areas. This area is intended to accommodate the recreational needs of the projected maximum number of dwelling units.

b. Applicability

The project open space standards are to be implemented incrementally with each proposed site plan and/or subdivision plat as the community is developed. Each proposed site plan or subdivision plat must demonstrate compliance and the incremental implementation of the illustrative open spaces as defined in *Exhibit G: Conceptual Parks, Trails and Open Space Plan*. Individual site plans or plats will not be subject to a minimum amount of open space but to achieving the intent of *Exhibit G: Conceptual Parks, Trails & Open Space Plan*.

c. Open Space Standards

- (1) This PUD targets fifteen percent (15%) or 58 acres of the residential area of the project as open space. The required open space shall include parks, multi-use trails, bike paths, retention basins, buffers, children's play areas or mini parks and other outdoor active and/or passive recreational improvements. This improved open space will be distributed throughout the community in accordance with *Exhibit G: Conceptual Parks, Trails and Open Space Plan*. This area may be evenly distributed among the development parcels, or highly concentrated in one or more areas to achieve preservation of specific features.
- (2) Concrete lined retention or drainage channels will not count towards open space requirements.
- (3) When retention areas are designed sharing recreational uses within the same spaces, children's play areas and recreational courts will remain above the 10-year storm depth. Other recreational amenities may be located at the bottom of the retention basins.

- (4) Where soil conditions are conducive, dry wells shall be used for all retention basins. Dry wells will be located around the perimeter of retention basins, where feasible, as to not interfere with play fields. Use of dry wells shall be at the discretion of the Town Engineer.
- (5) All improved open space areas must be landscaped in accordance with the approved Arizona Department of Water Resources Drought Tolerant Plant List.
- (6) Landscape, irrigation, landscape lighting and open space amenity plans shall be subject to the review and approval of the Town of Florence Planning Director.

d. Lighting

Open space lighting shall be provided in accordance with provisions described within this PUD or found within the Town Code. Lighting plans will be subject to the review and approval of the Planning Department.

e. Amenities

Passive and active recreation is an important component to the project. The project provides residents with a centrally located community park of 20 acres, a trail system and various smaller parks and open space features to be located within the development parcels. The community park will contain a variety of active and passive recreational amenities. Open space shall also be provided throughout the community within landscape tracts adjacent to roadways and retention/detention basins.

Open space shall be provided throughout the community by incorporating a network of trails and pocket parks within the individual development parcels. Open space requirements for the residential parcels will be met as outlined in the General Plan and the Town's Parks, Trails and Open Space Master Plan.

Pocket parks will be incorporated into the site plan within many of the community neighborhoods during the preliminary plat process. Amenities within the pocket parks will generally include covered playground equipment, ramadas and retention basins. Retention basins can include open play fields or other activities. If amenities, such as playground equipment and ramadas, are

located around retention basins, they shall be designed per the requirements of the Town. All recreational and open space areas will incorporate and maintain the overall thematic elements of the project. Whenever appropriate, open spaces will be visible from local and collector roadways. View fencing will be utilized to create view corridors into community open spaces. Fencing adjacent to roadways may be solid.

A system of trails is included as an integral part of the development, providing effective and aesthetically appealing pedestrian mobility throughout the community. The trail system will provide connectivity between all the land use parcels proposed for this project.

Active and passive amenities shall be provided within various park and open space locations throughout the project as shown on *Exhibit G: Conceptual Parks, Trails and Open Space Plan*.

Parks and open spaces not accepted by the Town as part of their maintenance program shall be owned and maintained by the Arizona Farms West Homeowner's Association.

VI. COMMUNITY DESIGN REQUIREMENTS AND GUIDELINES

The purpose of this section is to outline the minimum design standards that will guide the physical development of this community with specific regard to architecture, landscaping and general design. The guidelines and requirements contained herein will promote quality construction that is compatible with the surrounding area and consistent with the goals of the Town. The site plan, utility installations, materials, color, lighting, signage, and landscape design must not adversely impact surrounding neighborhoods.

A. RESIDENTIAL DESIGN REQUIREMENTS AND GUIDELINES

1. Purpose and Intent

The purpose of the design requirements and guidelines is to provide residential development standards. The standards are designed to promote creative design and land use solutions to enhance aesthetic qualities, promote the preservation of property values, limit land use incompatibilities, and promote the general public health, safety, and welfare.

The design requirements and guidelines are intended to:

- Promote housing diversity within the project;
- Promote housing choices for all age groups at all stages of life;
- Promote innovative and quality residential neighborhoods to define a strong “sense of place;”
- Promote architectural diversity;
- Promote recreational and active lifestyles;
- Promote stable and sustainable neighborhoods; and
- Protect property values for residents within the project.

2. Applicability

The residential site development and architectural standards provided below shall apply to all proposed residential site plans and/or subdivision plats within the project. The Residential Requirements are mandatory on all residential parcels submitted. The application of these standards will be incorporated into proposed site plans and/or subdivision plats for residential development within the project and will be evaluated by the Town of Florence for conformity.

3. Residential Requirements

The following are mandatory requirements. The residential homebuilder shall demonstrate compliance with each home floor plan and elevations, which are to be presented to the Planning and Zoning Commission for review and approval prior to the approval of standard plans and building permits.

a. Site Design

- (1) Perimeter subdivision walls adjacent to roadways must be developed in accordance with the project theme wall details that will be prepared prior to the development of this property.
- (2) An average fifteen (15) foot landscape tract shall be provided adjacent to lots backing to an arterial or collector roadway with a minimum tract width of ten (10) feet at any point within the proposed average.
- (3) The main entrances into neighborhoods shall be designed to create a sense of arrival through the provision of monument signs, increased density and size of plant

vegetation, the use of landscape medians and/ or the use of open space.

- (4) Front yard landscaping for tract developments shall be provided by the homebuilder and must be installed within 30 days of the closing of the residential property.
- (5) Walls exposed to the public view (e.g. streets and open space) shall be improved with the overall project theme wall/view wall standard.
- (6) Street lights and street signs shall incorporate the standards outlined in the Town of Florence Street Lighting Policy and/ or as approved by the Town Engineer.
- (7) Public multi-use trails shall be located outside the high water line of retention areas and wash bottoms, except at wash crossings.

b. Architectural Design

- (1) A minimum of three (3) home floor plans should be offered each with three (3) distinct elevations within each product type.
- (2) A minimum of three (3) distinct home color schemes should be offered.
- (3) Homes with the same front elevation or color schemes shall not be located adjacent to (side by side) or across from each other and not more than three homes with the same color schemes (but different elevations) shall be located adjacent to each other.
- (4) Emphasis must be placed on the front elevations. This may be achieved by providing covered front entries, covered front porches, courtyards, entry portals, entry gates, contrasting paint colors, alternate accent materials (stone, brick, etc.) or other similar features. Main entries must face or be easily distinguished from the street.
- (5) Window pop-outs, windowsills, recessed windows and/or similar architectural embellishments are required on

second story windows facing a collector, arterial street or public open space area.

- (6) The building's exterior material selection shall be compatible with other buildings and structures within the PUD.
- (7) A variety of home roofing colors, shapes, and/or textures shall be used where appropriate. Typically, concrete tile shall be encouraged for all sloped roofs; however, consideration shall be given to alternative durable materials upon review of the housing product.
- (8) Variation in roof ridgelines and designs is required.
- (9) Roof colors shall be matched to each home color scheme.
- (10) No buildings shall have roof-mounted or wall-mounted mechanical equipment (e.g. HVAC, evaporative coolers). All such equipment must be ground mounted. Solar power panels and solar water heating systems shall be exempt from zoning design criteria.
- (12) No front-loaded garage shall extend forward of a home's livable area or covered front porch by more than 10 feet.
- (13) At least one floor plan per product type shall have the livable area of the home forward of the garage.
- (14) Rear or side yard covered patios or covered courtyards will be required on every home. Where not integral with the home design, columns finished with stucco will be used.
- (15) All additions to the primary structure shall be constructed of the same building materials as the principal residence and painted to complement the residence.
- (16) Garages shall not be converted or enclosed for other uses.
- (17) Accessory buildings shall only be located within walled rear and/or side yards. Accessory buildings over 200 square feet in area shall be constructed to match or complement the building materials and colors used on the principal residence and constructed within the main

building setbacks, except where approved and not visible from adjacent lots, tracts or streets.

- (18) For traditional single-family residences, side yard fence returns for all interior lot walls shall extend to within ten feet of the front corner of the home. Exception: fence returns may be farther from the front corner of the home if necessary to allow for proper installation and clearance for any utilities connected to the home.
- (19) Provide standard stucco parapets on every home where the covered patio is not incorporated under the main roof structure of the home.
- (20) Corner lots may have a mix of single-story and one and two-story homes provided the two-story portions of the home do not encompass more than 75 percent of the building footprint and the two-story portion of the dwelling generally is oriented away from the street.

4. Residential Guidelines

In addition to the previously stated mandatory requirements, a minimum of twelve (12) standards must be selected, four (4) from the Site Design list and eight (8) from the Architectural Design list. Lots with a 65-foot width or wider are exempt from the Residential Guideline requirements. The residential homebuilder shall demonstrate compliance with each home floor plan and elevations, which are to be presented to the Planning and Zoning Commission.

a. Site Design

- (1) Provide curvilinear streets and a mix of cul-de-sac designs (where cul-de-sacs are provided), including eyebrows, short courts, cul-de-sacs with open space ends, and landscaped circles.
- (2) Provide a landscaped buffer at least five (5) feet wide between sidewalks and back of curb along local roadways. It must be demonstrated that this buffer area will be maintained by a HOA or by another approved method.

- (3) Stagger front setbacks by at least three feet for every third or fourth lot. Setback must be predetermined by the homebuilder and minimum setbacks must be met.
- (4) Increase the width of the required landscape tract provided within the residential parcel along the adjacent arterial right-of-way to a minimum of twenty-five (25) feet with an average of twenty (20) feet.
- (5) Where a trail exists parallel to a subdivision perimeter, pedestrian access to the trail should be provided at a maximum distance of 800 feet by either streets, cul-de-sacs, landscaped tracts, sidewalks/ trails or other viable means.
- (6) Incorporate view walls to fifty percent (50%) of the lots backing or siding to dedicated public or private open space areas, community parks, natural and/or improved drainage ways or recreational areas.
- (7) At installation provide a mix of mature trees consisting of sixty percent (60%) with 3-inch minimum caliper and forty percent (40%) with a minimum 1.5-inch caliper to the landscape palette.
- (8) There shall not be any more than three (3) consecutive identical rear elevations for homes backing onto a collector or arterial street.
- (9) On lots where side-entry garages can be accommodated, at least one floor plan per product type shall be designed with either a standard side entrance garage, or a split garage with one or two front facing garages and one side loaded garage.
- (10) Provide landscape open spaces visible from arterial street, collector road and residential street view.
- (11) Widen corner lots by at least 10 feet more than interior lots on the same block or include a 10-foot wide landscape tract on the street side of the lot.
- (12) Provide at least 5 feet of differing lot widths within a subdivision parcel.

- (13) Builder's/ Developer's option not listed that meets the intent for diversity.

b. Architectural Design

- (1) Incorporate a variety of durable exterior materials and finishes, such as brick and stone veneers and masonry, as standard features on at least one front elevation per floor plan.
- (2) Provide unique architectural styles for all residential products such as, but not limited to: Craftsman, Prairie, Territorial, Ranch, Mission, Spanish Colonial and Pueblo.
- (3) Provide architectural features, such as dramatic covered front entries, large covered front porches, courtyards, bay windows, and/or dormers as standard features on all homes.
- (4) Provide at least one floor plan per product type with the garage oriented to the side or placed towards the rear of the home as a standard feature, or a split garage with one or two front facing garages and one side loaded garage.
- (5) Limit the square footage of the second story; provide multiple roof and plane changes, and/or other effective measures to reduce the impact of multiple-story homes.
- (6) Provide a variety of window shapes, sizes, and arrangements and/or use bay windows on elevations facing streets and open space areas.
- (7) Provide at least one (1) floor plan per product type, with a standard second story front deck oriented toward the front yard.
- (8) Provide a minimum of three (3) varying garage door styles including varying glass options.
- (9) Provide a minimum of three (3) different finishes, materials, and/or patterns for the driveway and/ or entry path to the home.

- (10) Provide at least one (1) elevation for each floor plan with a covered porch pulled forward of the forward-facing garage.
- (11) Provide at least one (1) elevation for each floor plan with a defined entry courtyard, a standard front porch or other defined front yard outdoor living space.
- (12) Provide enhanced rear elevations along arterial and collector streets and open spaces, i.e. vary rooflines and avoid unbroken rooflines by using projections or different roof features.
- (13) Provide four-sided architecture throughout the subdivision parcel.
- (14) Limit no more than three (3) consecutive identical rear elevations for homes backing onto a collector street or arterial street in the subdivision parcel.
- (15) Builder's/ Developer's Choice option not listed that meets the intent for diversity.

c. *Landscape Architecture*

Landscape Architecture is anticipated to unify development by enhancing site entries, creating pedestrian refuges and providing entry monumentation and signage to match the balance of the project. The primary intent of the landscape portion of these community design guidelines is the use of adapted, drought tolerant plant species that serve the purposes of both form and function. The design should encourage a sense of place and landscaping should be well-adapted to the site.

Landscape architectural expectations include:

- (1) Provide for water conservation in the landscape design by utilizing a drought tolerate plant palette and locating or limiting water intensive landscaping to pedestrian areas, where appropriate.
- (2) Emphasize project entries with landscape, hardscape treatments, or other similar special treatments.

- (3) Provide a substantial landscaping feature at arterial intersections with special planting and hardscape treatment for street appearance.
- (4) Provide a comprehensive lighting plan in conformance with the Town of Florence Street Lighting Policy.
- (5) Landscaping should be provided to enhance visual character and provide amenities for pedestrians.
- (6) Use landscaping to help define pedestrian circulation
- (7) Announce building entrances with landscaping
- (8) Place plant materials on a site to maximize shade for pedestrians.
- (9) Intensify visual qualities by using a variety of plants with different color, form and texture.
- (10) Visual access for public safety should be provided.
- (11) Plant trees to provide shade for pedestrians, automobiles and western facing structural elements.
- (12) Screen parking areas.
- (13) Screen undesirable views with plant materials and berms.
- (14) Create a sense of enclosure in seating and gathering areas, such as plazas and courtyards by using landscaping.
- (15) Provide plantings to accent and enhance aesthetic appeal as well as to add local character to a site.
- (16) Plants having similar water use should be grouped together in district hydrozones.
- (17) Plants should be selected appropriately based upon their adaptability to the climatic, geological and topographical conditions of the site.

VII. IMPLEMENTATION

A. PURPOSE AND INTENT

Development of the Arizona Farms West PUD will be implemented in conformance with the regulations and guidance contained within the PUD. This section outlines the procedures for administration of the provisions contained herein and the phasing plan for the development of the proposed planning area.

B. PHASING

The primary intention of the phasing program is to relate infrastructure requirements to site development and market demand. The PUD allows for flexibility in project phasing because the actual sequence of development may be affected by numerous factors not now predictable, including preliminary plat and site plan modifications due to final engineering or changes in the economic market.

It is anticipated that development of this property will occur in phases that will depend on market influences and the timing of infrastructure extensions. At this time, the exact phasing of this project is not known, but as the development parcels are constructed, the collector roads, utilities, open space elements, etc. will simultaneously be built. It is expected that the development of this site will occur within a reasonable timeframe, provided economic development and market conditions remain favorable.

Prior to the approval of any subdivision final plats or site plans for this project, the developer/builder shall submit a phasing and infrastructure plan for approval by the relevant Town departments.

C. GENERAL ADMINISTRATION

1. Administration

This PUD shall be administered and enforced by the Town of Florence Planning Department, in accordance with the provisions of the Town of Florence Development Code.

2. Residential Subdivision

Residential parcels in the subject property will be implemented through the subdivision process as outlined in the Town of Florence Subdivision Regulations. This process will require the submittal of preliminary plats where properties are to be separately financed, sold, leased, or

otherwise conveyed. The subdivision process will allow for the creation of lots through plats, which will allow for implementation of the project phasing.

D. AMENDMENTS

The following provisions are intended to provide criteria for the determination of major and minor amendments to this PUD. Amendments to the PUD or the supportive narrative and graphics to the PUD, may become necessary from time to time. Amendments to the approved PUD may be requested by the applicant or its successors in interest.

Amendments may be limited to one or more development parcels as depicted on *Exhibit F1: Conceptual Development Plan*. Unless otherwise requested in the application, any proposed change will not affect development units or development parcels not included in the proposed amendment. Only the contents of the specific amendment request may be considered and acted upon by the Planning Director, the Planning and Zoning Commission and Town Council.

When changes or modifications to the PUD are necessary or appropriate, proposed amendments or modifications shall conform to the following procedures:

1. The applicant(s) shall consult with the Town Planning Director to determine if the proposed change is a minor or major amendment.
2. The applicant(s) shall submit an amendment application to the Town Planning Director outlining the proposed minor or major amendment.

3. Major Amendments

- a. If the Planning Director determines the proposed amendment to be a major amendment, as described below, the amendment request shall be processed in the manner set forth by the Town of Florence Development Code.
- b. An amendment will be deemed as Major if it involves any of the following:
 - (1) Any substantial alteration to the list of permitted uses of the property set forth in the PUD, as deemed to be substantial by the Planning Director;

- (2) A change in the exterior boundary of the PUD district.
- (3) An overall increase in the overall residential density of this PUD in excess of ten percent, except if the excess is transferred from the Arizona Farms East PUD;
- (4) The reallocation of residential dwelling units within development parcels from one development parcel to another in a manner that results in any of the following, as measured against the original land use density set forth in the PUD: (a) an increase in the number of residential dwelling units for any one particular development parcel of greater than ten percent (10%) of the total number allocated to such development parcel in the PUD or (b) a decrease in the number of residential dwelling units of any development parcel that would leave less than ten percent (10%) of the total number allocated to such development parcel in the PUD.
- (5) A change which could have a significant negative impact on areas adjoining the PUD District as determined by the Planning Director.
- (6) Any change, which could have a significant traffic impact on roadways adjacent to or external to the PUD District, as determined by the Town Traffic Engineer.

4. Minor Amendments

- a. If the proposed amendment does not meet the requirements outlined above for a major amendment, then it shall be considered a minor amendment and shall be acted upon administratively by the Planning Director within a reasonable timeframe without prior notice and hearing. Unless otherwise required by law, those changes determined to be minor amendments shall not require public notice or public hearings.
- b. An amendment will be deemed as Minor if it involves any of the following:
 - (1) Any reallocation of residential dwelling units that does not meet the parameters set forth immediately above;

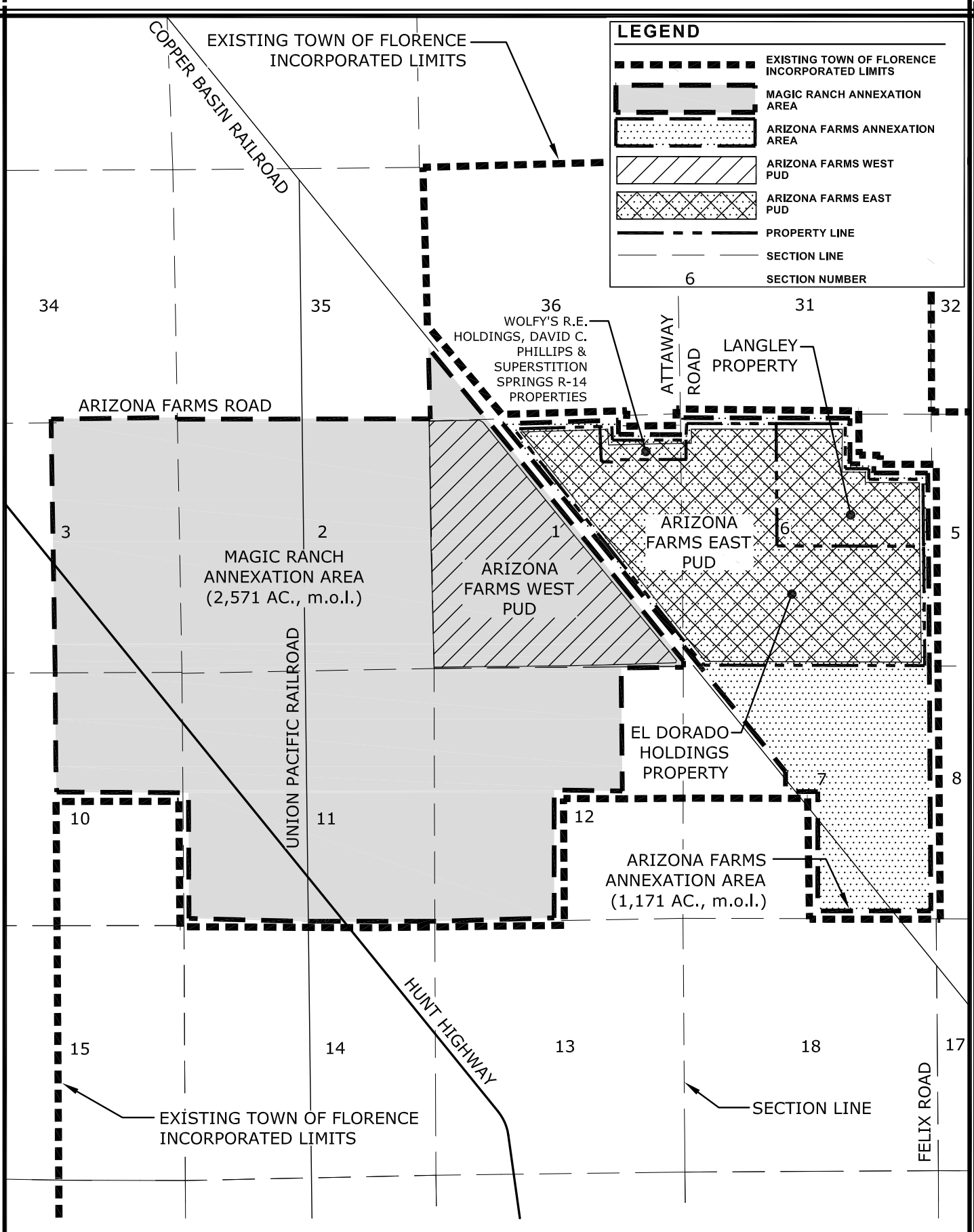
- (2) Any minor alteration to the list of permitted uses of the property set forth in the PUD, as deemed to be minor by the Planning Director.
 - (3) An adjustment to the alignment of any defined arterial or collector roadway as defined by *Exhibit F1: Conceptual Development Plan*.
 - (4) The relocation or removal of the 14-acre elementary school site as shown on *Exhibit F1: Conceptual Development Plan*.
 - (5) The relocation of the 20-acre community park site as shown on *Exhibit F1: Conceptual Development Plan* either within the Arizona Farms West PUD or to the east of the Copper Basin Railroad within the Arizona Farms East PUD.
 - (6) Adjustments to the internal locations of private parks, trails and open space areas as shown on *Exhibit G: Conceptual Parks, Trails and Open Space Plan*.
5. Upon the approval of any proposed amendment to the PUD, the amendment shall be attached to the PUD as an addendum and shall become a part thereof. Applicable sections of the PUD may need to be updated per the determination of the Planning Director.
 6. Administrative Amendments and Interpretations. On occasion, it may be necessary to request formal or informal interpretation from the Town Planning Director related to the implementation and/or interpretation of the PUD. These circumstances may relate to interpretation of project intent, use, development standards related to provisions of the Town Code and/or to interpretation of intent of the narrative contained within this PUD. Interpretation to these provisions shall be made in written form upon the request of the developer and/or its assigns.

VII. CONCLUDING REMARKS

The development of the Arizona Farms West PUD shall be in accordance with the approved final Planned Unit Development, all applicable Town codes and ordinances, and all conditions required by the Town Council. The owners of this property strongly desire to create the foundation for a future community that will be attractive to developers and home builders and complement the Town of Florence. We envision a development that both enhances and complements the surrounding area. The development as proposed reflects quality, diversity and compatibility with the area and

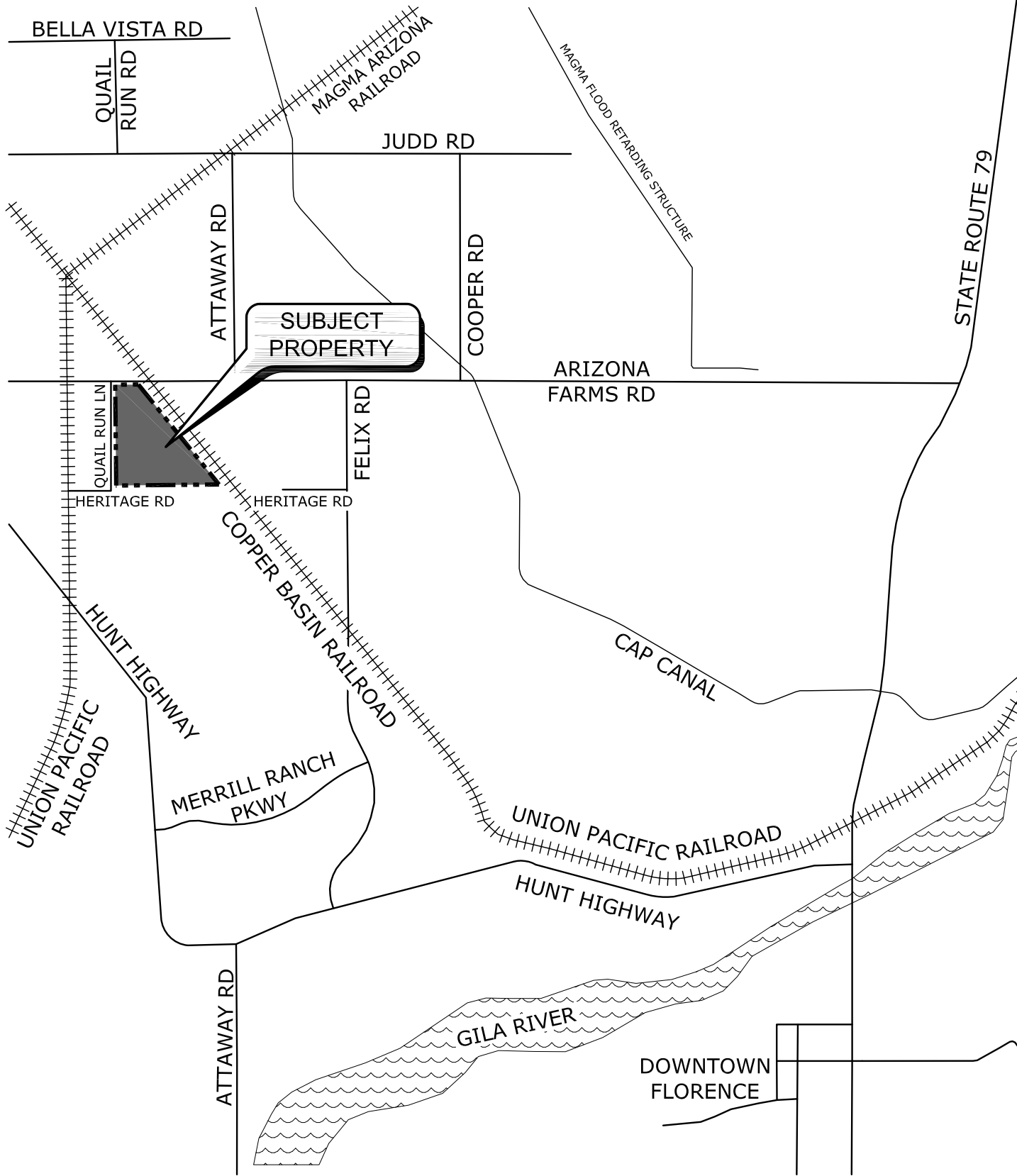
will provide both future and existing Town of Florence residents with a high quality living environment, of which the residents and the Town will be proud. The Arizona Farms West PUD represents a diverse, well-designed and attractive master-planned community. We respectfully request your approval.

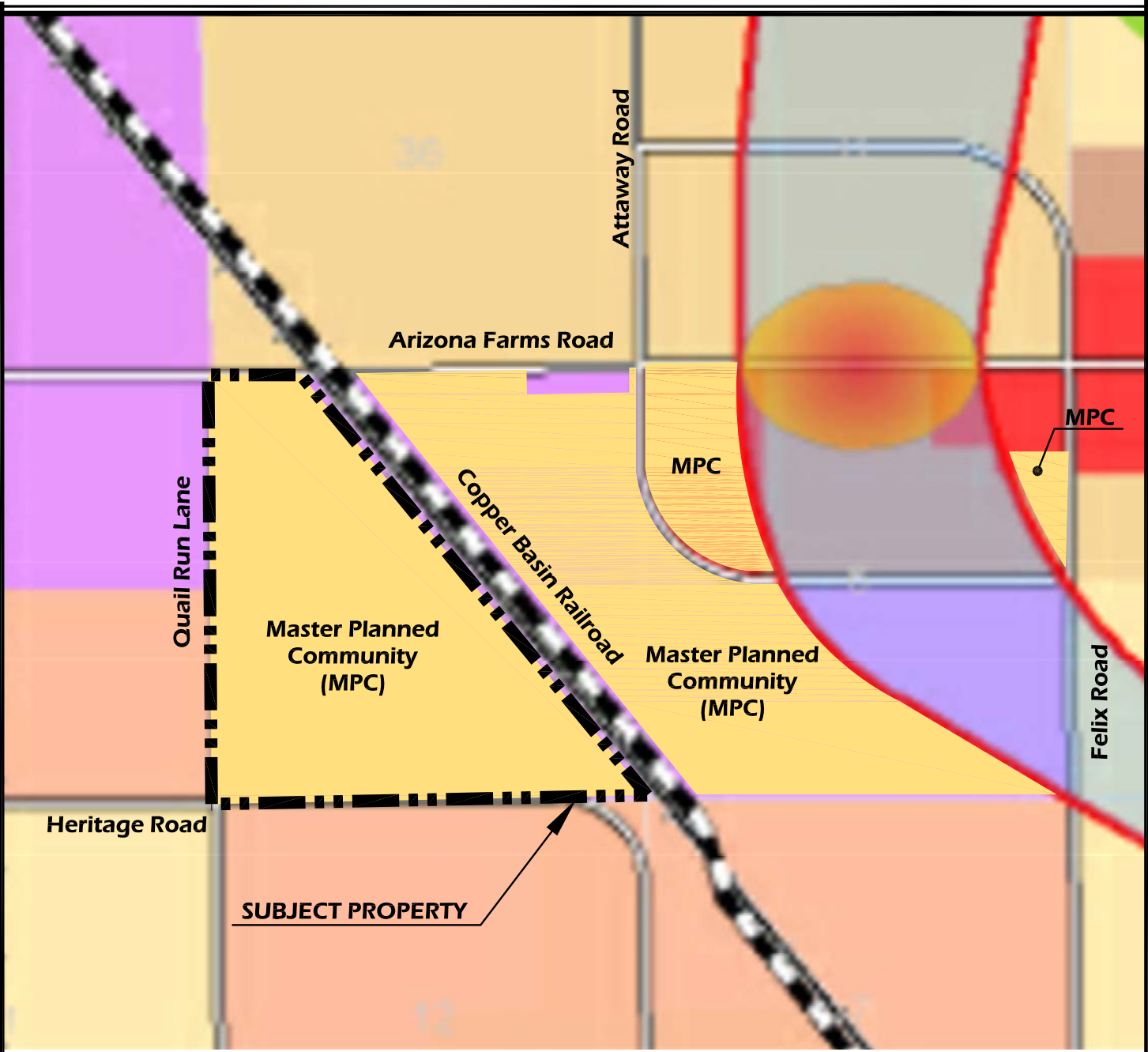
EXHIBITS



LEGEND	
	EXISTING TOWN OF FLORENCE INCORPORATED LIMITS
	MAGIC RANCH ANNEXATION AREA
	ARIZONA FARMS ANNEXATION AREA
	ARIZONA FARMS WEST PUD
	ARIZONA FARMS EAST PUD
	PROPERTY LINE
	SECTION LINE
6	SECTION NUMBER





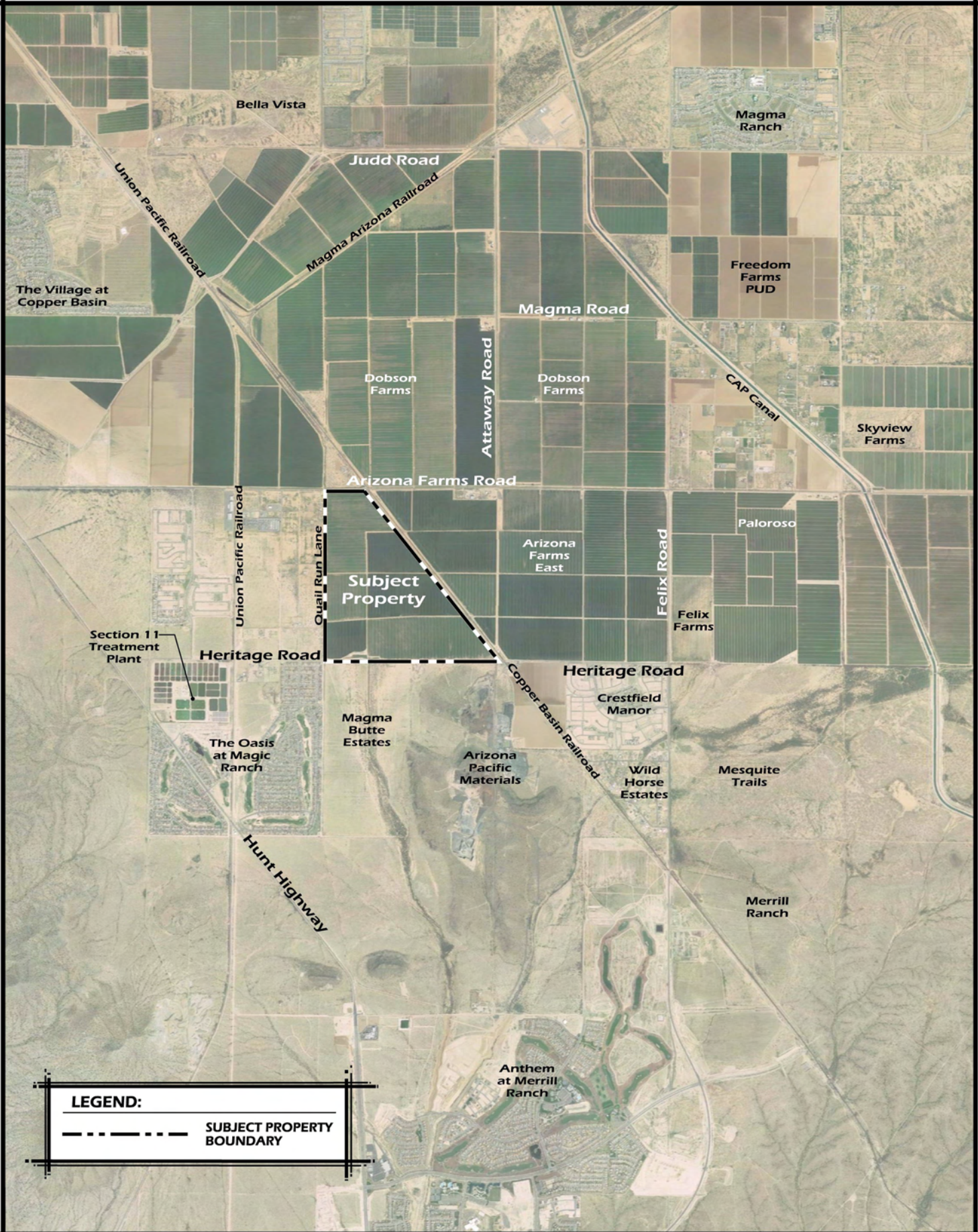


 **Town of Florence 2020 General Plan**
Future Land Use Map

Legend			
<ul style="list-style-type: none"> Canals CAP Canal Railroads Roads Highways Potential/ Multi-Use Corridor Planning Area North-South ADOT Freeway Conceptual Corridor North-South ADOT Freeway Conceptual Interchanges 	Residential <ul style="list-style-type: none"> Rural Ranchette Residential (RRR) <small>0.19 - 12 DU/AC</small> Low Density Residential (LDR) <small>0.9 - 4.0 DU/AC</small> Medium Density Residential 1 (MDR1) <small>4.9 - 8.0 DU/AC</small> Medium Density Residential 2 (MDR2) <small>8.9 - 12.0 DU/AC</small> High Density Residential 1 (HDR1) <small>12.9 - 18.0 DU/AC</small> High Density Residential 2 (HDR2) <small>18.9 - 24.0 DU/AC</small> Commercial/Office/Industrial <ul style="list-style-type: none"> Neighborhood Commercial (NC) Community Commercial (CC) Professional Office (PO) Employment/Light Industrial (E/LI) Heavy Industrial (HI) 	Mixed-Use <ul style="list-style-type: none"> Master Planned Community (MPC) Downtown Mixed Use (DMU) Highway Mixed Use (HMU) Prison/Employment/Light Industrial (P/E/LI) Community/Public <ul style="list-style-type: none"> Public/Governmental (P/G) Prison (P) Military Reservation (MR) Parks and Recreation (PIR) Open Space (OS) 	Land Ownership <ul style="list-style-type: none"> Bureau of Land Management Bureau of Reclamation Casa Grande National Monument Indian Community State Trust Land

* Amended November 7, 2011 to reflect an updated North-South ADOT Freeway Conceptual Corridor.





Section 11
Treatment
Plant







**Subject
Property**

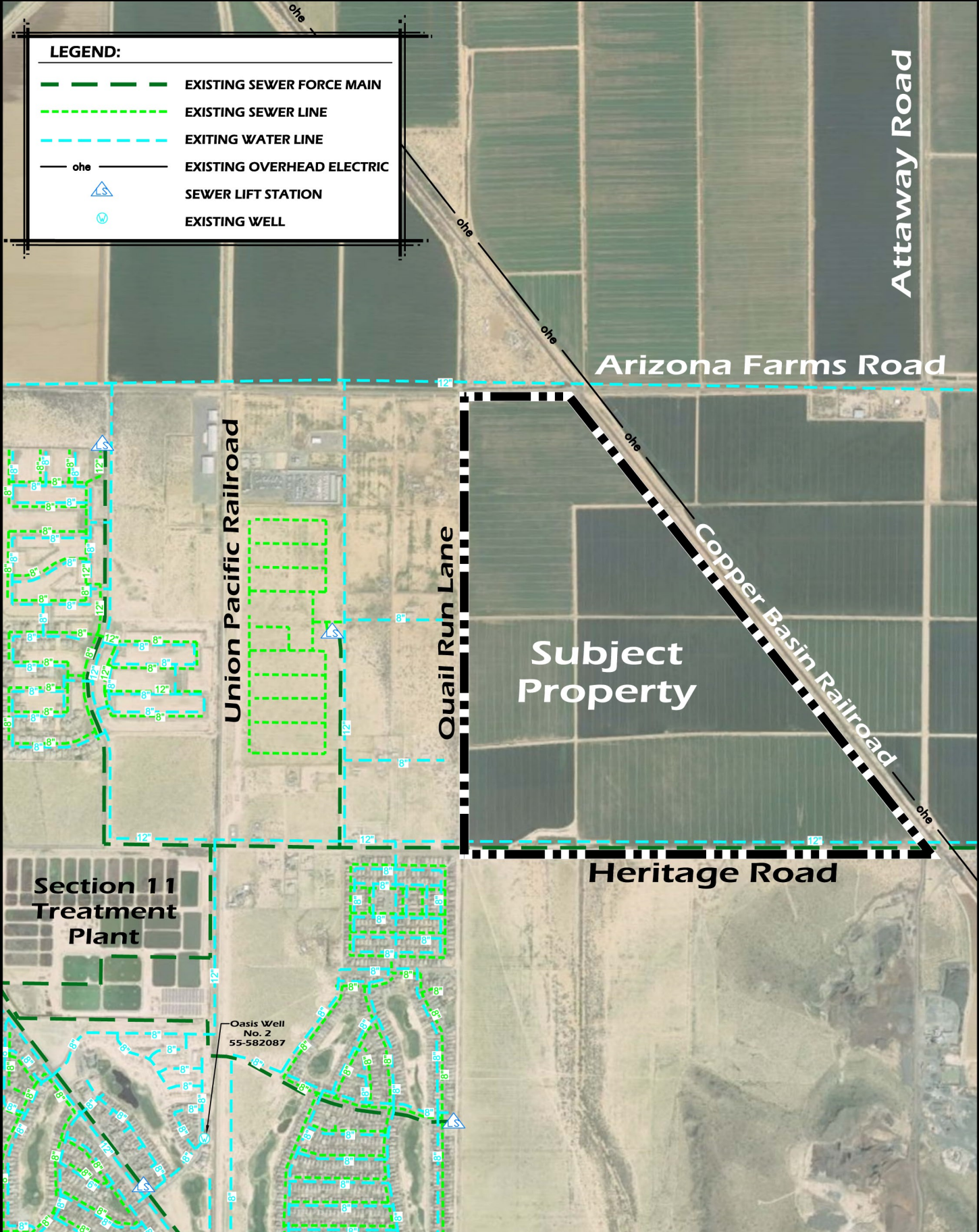
LEGEND:

----- SUBJECT PROPERTY
BOUNDARY



LEGEND:

-  EXISTING SEWER FORCE MAIN
-  EXISTING SEWER LINE
-  EXISTING WATER LINE
-  EXISTING OVERHEAD ELECTRIC
-  SEWER LIFT STATION
-  EXISTING WELL



EXISTING ZONING:
GENERAL RURAL (GR)
(PINAL COUNTY)

EXISTING ZONING:
GENERAL RURAL (GR)
(PINAL COUNTY)

EXISTING ZONING:
GENERAL RURAL (GR)
(PINAL COUNTY)

EXISTING ZONING:
THE OASIS AT MAGIC
RANCH PAD
(PINAL COUNTY)

EXISTING ZONING:
MAGMA BUTTE PAD
(PINAL COUNTY)

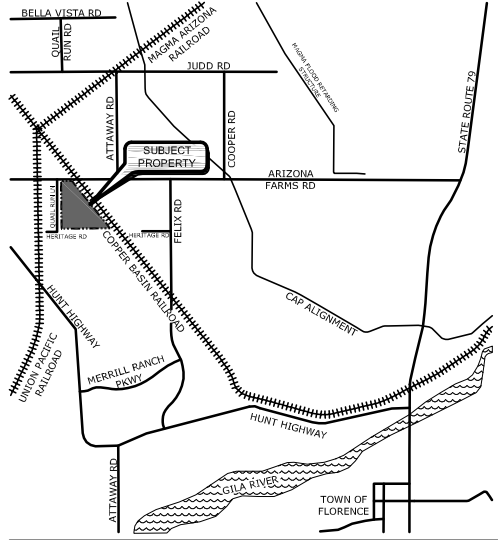
EXISTING ZONING:
GENERAL RURAL (GR)
(PINAL COUNTY)

Arizona Farms Road
150' R.O.W.

Quail Run Road

Heritage Road
80' R.O.W.

Copper Basin Railroad



LOCATION MAP
N.T.S.

ARIZONA FARMS EAST PUD
(BEING PROCESSED AS A
SEPARATE PUD)

Subject Property

PLAN SUMMARY TABLE:

Land Use	PUD Zoning District	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
Single-Family Residential	RML	104± Ac.	3.5 DU/AC	364
Single-Family Residential	RM	251.2± Ac.	5.5 DU/AC	1,382
Community Park Site	RM*	20 Ac.	5.5 DU/AC	110
Elementary School Site	RM*	14± Ac.	5.5 DU/AC	77
		389.2± Ac.		1,933








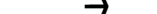

NOTES:

* The zoning is Residential Medium and the primary land use for all parcels is residential (up to 5.5 DU/AC). The Elementary School and Community Park are alternate land uses that can be moved to other locations within this PUD or the Arizona Farms East PUD or be removed via a minor administrative amendment.





LEGEND OF SYMBOLS:

- Property Boundary
- Planning Parcel Boundary
- Copper Basin Railroad
- Existing Drainage Channel
- Vehicular Access
- Primary Community Entry
- Secondary Community Entry

LEGEND OF SYMBOLS:

-  Property Boundary
-  Planning Parcel Boundary
-  Copper Basin Railroad
-  Conceptual North-South Freeway Corridor
-  Existing Drainage Channel
-  Vehicular Access
-  Primary Community Entry
-  Community Entry
-  Potential Secondary Elementary School Site







WEST PLAN SUMMARY TABLE:

Land Use	PUD Zoning District	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
 Single-Family Residential	RML	104± Ac.	3.5 DU/AC	364
 Single-Family Residential	RM	251.2± Ac.	5.5 DU/AC	1,382
 Community Park Site	RM*	20 Ac.	5.5 DU/AC	110
 Elementary School Site	RM*	14± Ac.	5.5 DU/AC	77
		389.2± Ac.		1,933

WEST NOTES:

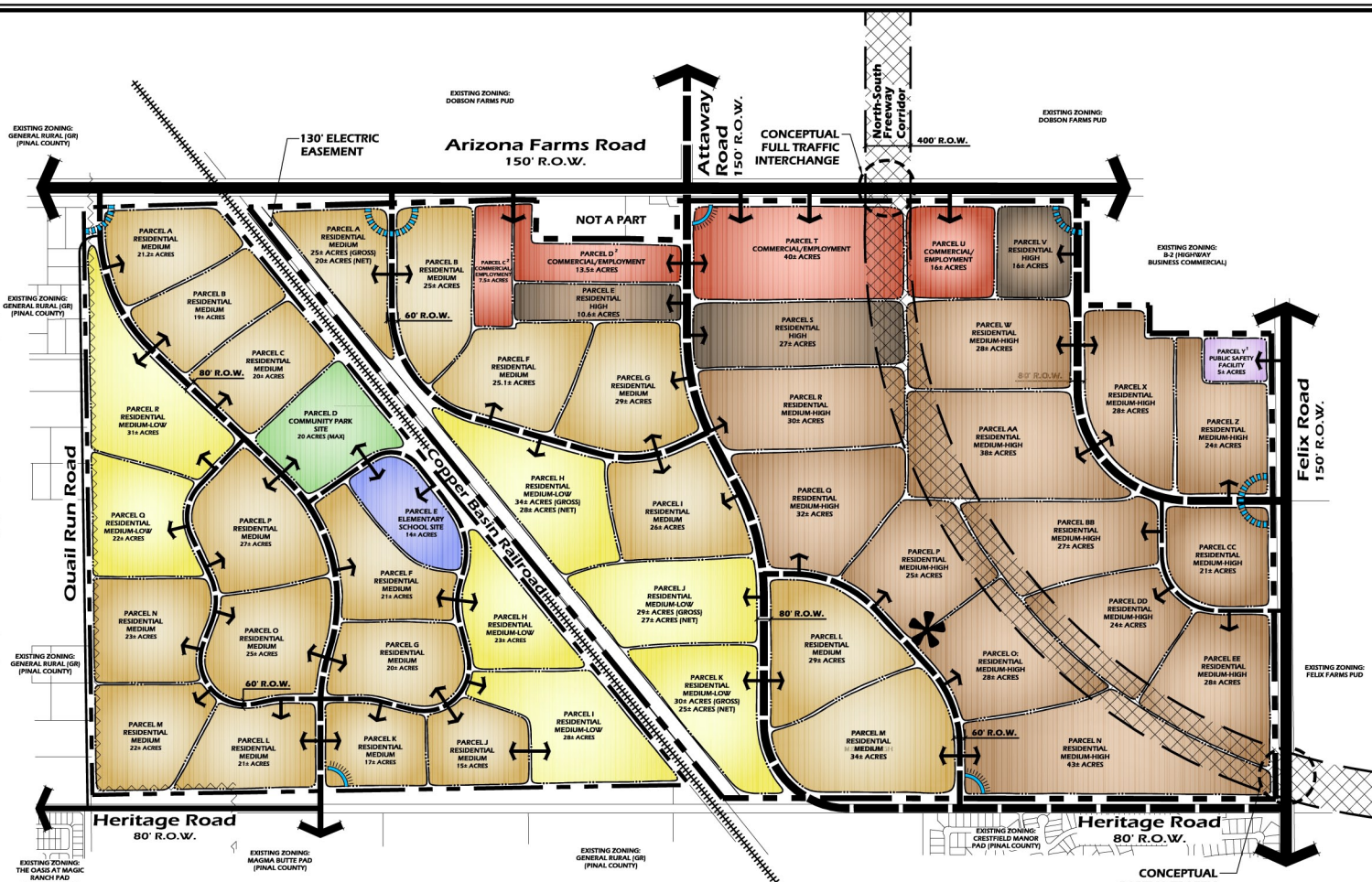
* The zoning is Residential Medium and the primary land use for all parcels is residential (up to 5.5 DU/AC). The Elementary School and Community Park are alternate land uses that can be moved to other locations within this PUD or the Arizona Farms East PUD or be removed via a minor administrative amendment.

EAST PLAN SUMMARY TABLE:

Land Use	PUD Zoning District	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
 Single-Family Residential	RML	93± Ac.	3.5 DU/AC	326
 Single-Family Residential	RM	193.1± Ac.	5.5 DU/AC	1,062
 Single-Family Residential	RMH	376± Ac.	10 DU/AC	3,760
 Multi-Family Residential	RH	53.6± Ac.	18 DU/AC	965
 Public Safety Facility	RMH ¹	5± Ac.	10 DU/AC	50
 Commercial/Employment	C/E	77± Ac.	-	-
		797.7± Ac.		6,163

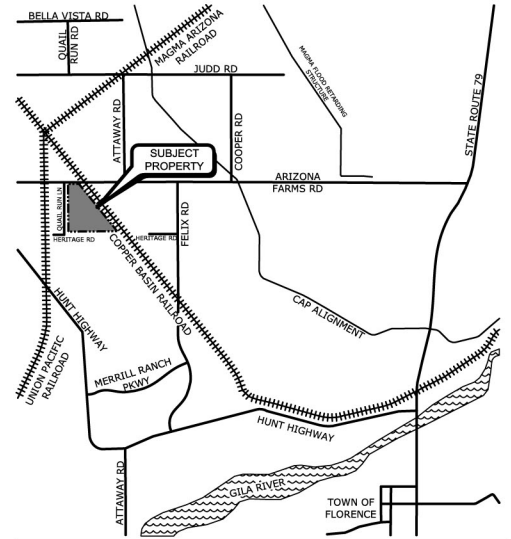
EAST NOTES:

- 1: The zoning is RMH and the primary use is residential. The Public Safety Facility can be moved to other locations within this PUD or be removed via a minor administrative amendment.
- 2: The land uses for Parcels C and D are as defined herein; however, these parcels have an alternate use of residential (any residential district established herein).
- 3: The North-South Freeway shown on this exhibit is conceptual and the property beneath it is zoned as shown on this exhibit. Until the North-South Freeway alignment is finalized, the primary use of the property beneath the freeway as is per the land use parcels shown on this exhibit and the freeway is an alternate use. The North-South Freeway alignment may be adjusted or relocated within the east PUD via a minor administrative amendment.



EXISTING ZONING:
GENERAL RURAL (GR)
(PINAL COUNTY)

EXISTING ZONING:
DOBSON FARMS PUD
GENERAL RURAL (GR)
(TOWN OF FLORENCE)



LOCATION MAP
N.T.S.

EXISTING ZONING:
GENERAL RURAL (GR)
(PINAL COUNTY)

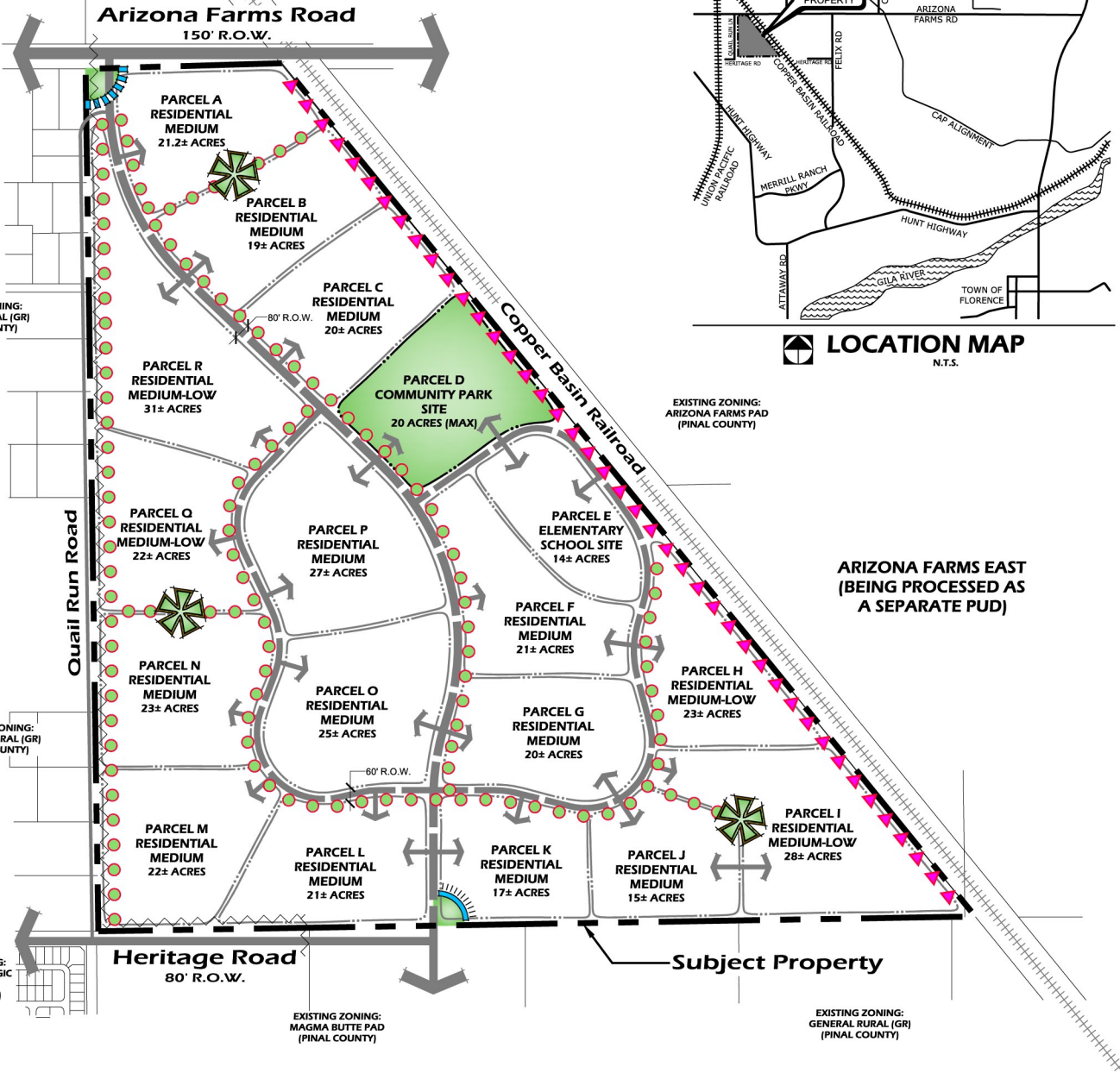
EXISTING ZONING:
GENERAL RURAL (GR)
(PINAL COUNTY)

EXISTING ZONING:
THE OASIS AT MAGIC
RANCH PAD
(PINAL COUNTY)

EXISTING ZONING:
MAGMA BUTTE PAD
(PINAL COUNTY)

EXISTING ZONING:
ARIZONA FARMS PAD
(PINAL COUNTY)

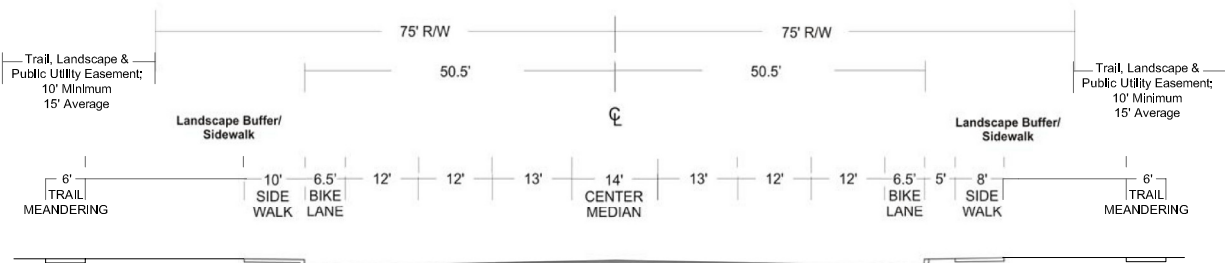
**ARIZONA FARMS EAST
(BEING PROCESSED AS
A SEPARATE PUD)**



LEGEND OF SYMBOLS:

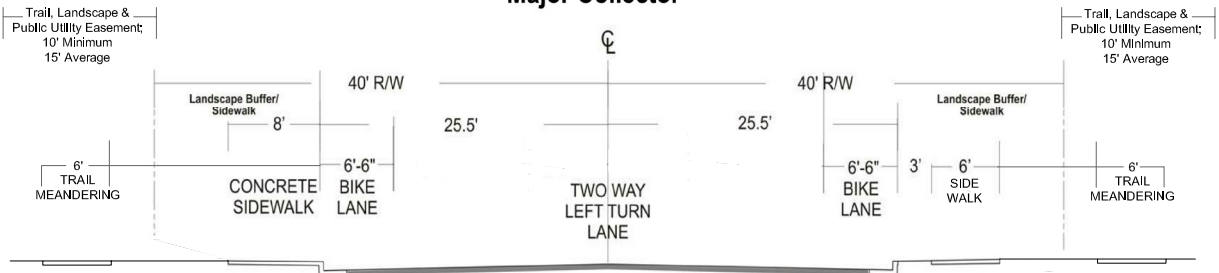
- Property Boundary
- Planning Parcel Boundary
- Copper Basin Railroad
- Vehicular Access
- Primary Community Entry Feature
- Secondary Community Entry Feature
- Community Park Site
- Open Space Amenity
- Greenway (with 6' Decomposed Granite Trail)
- West Side Railroad Greenway (with 8' Decomposed Granite Trail)
- Existing Drainage Channel

Major Arterial



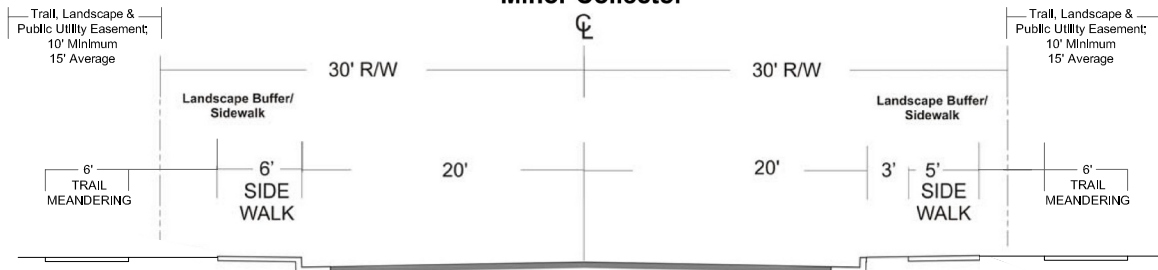
Note: Dimensions shown are for Urban Roadways.
Lane widths may vary by jurisdiction.
Landscape Buffer/Sidewalk widths and treatments vary for rural and suburban areas.

Major Collector



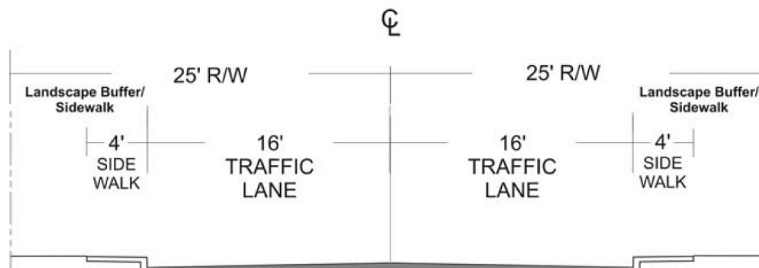
Note: Dimensions shown are for Urban Roadways.
Major Collectors could also include four lanes.
Lane widths may vary by jurisdiction.
Landscape Buffer/Sidewalk widths and treatments vary for rural and suburban areas.

Minor Collector



Note: Dimensions shown are for Urban Roadways.
Lane widths may vary by jurisdiction.
Landscape Buffer/Sidewalk widths and treatments vary for rural and suburban areas.

Local Street



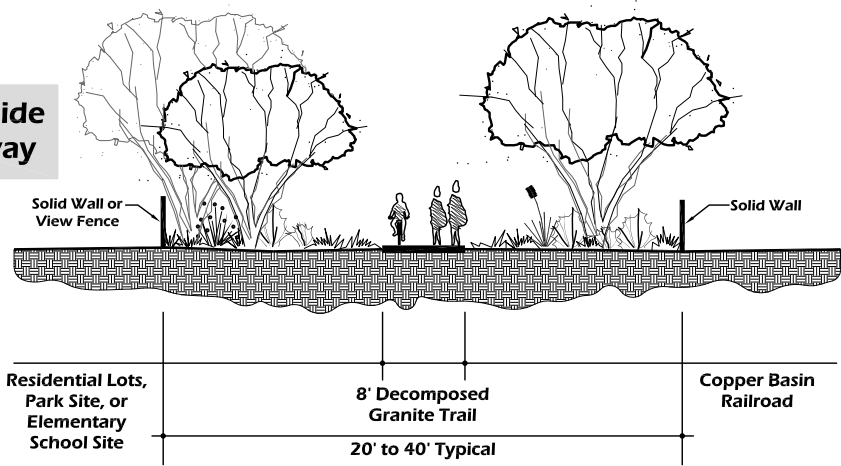
Note: Dimensions shown are for Urban and Suburban Roadways.
Rural and local streets may have narrower traffic lanes.
Lane widths may vary by jurisdiction.
Landscape Buffer/Sidewalk widths and treatments vary for rural and suburban areas.

Notes:

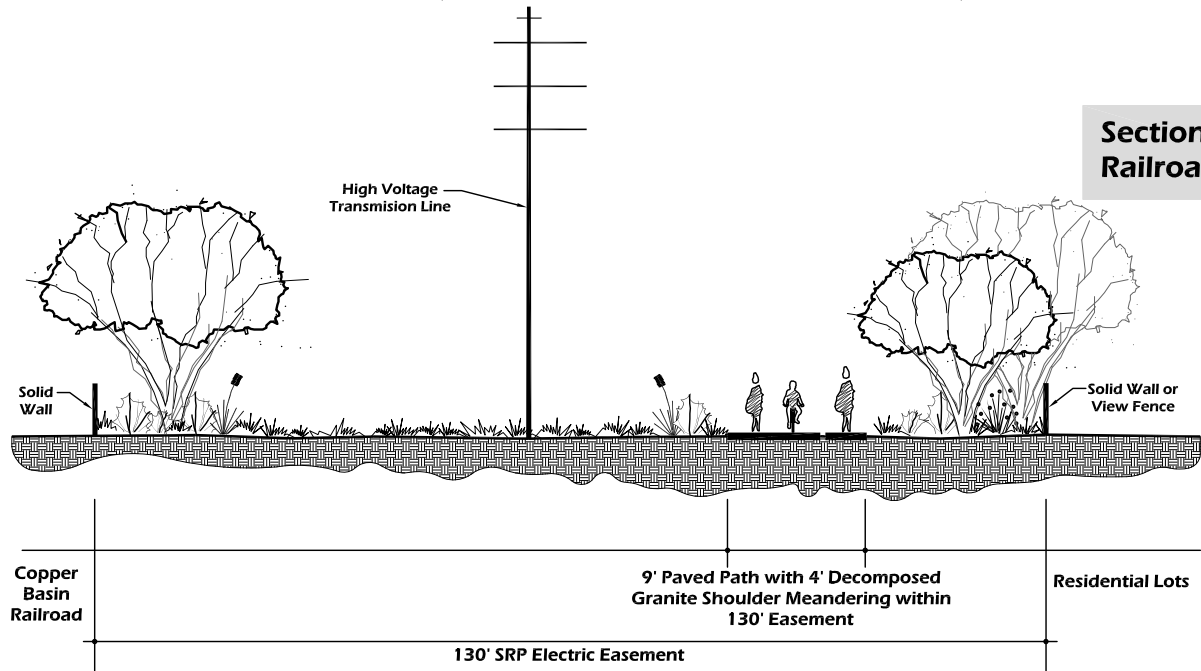
- Street sections are from the Coolidge-Florence Regional Transportation Plan dated February 2008.
- Trail will only be on one side of the street, not both. See Exhibit G: Conceptual Parks, Trails & Open Space Plan.
- Road classifications within this PUD are subject to change based on the findings of a future Traffic Impact Analysis.



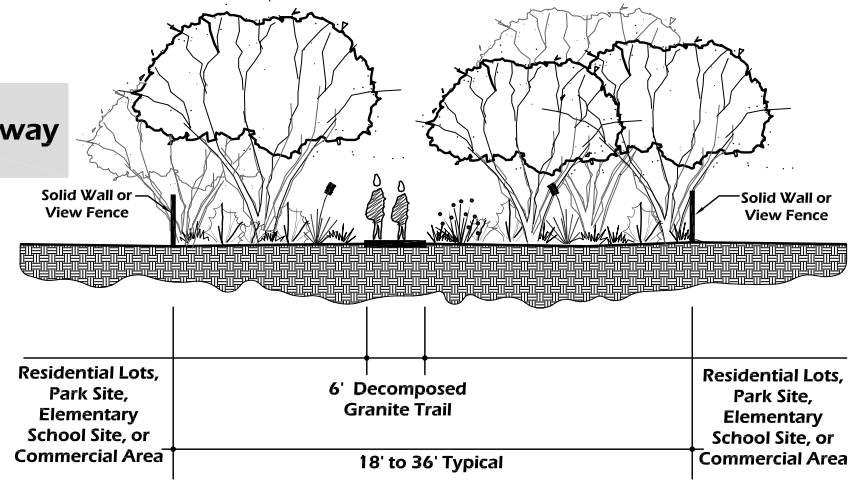
**Section A: West Side
Railroad Greenway**



**Section B: East Side
Railroad Greenway**




Section C: Greenway



Note: See Exhibit G: Parks, Trails and Open Space Plan for the conceptual location of the above depicted greenways throughout the PUD.



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8f.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 617-14: Arizona Farms East PUD (PZC-25-14-PUD)		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Public hearing and first reading only on August 4, 2014.

After second reading on a future date, motion to adopt Ordinance No. 617-14 for Arizona Farms East PUD.

REQUEST:

This is a request by The WLB Group, Inc. on behalf of: El Dorado Arizona Farms, LLC; Langley AZ Farms 150, LLC; Wolfy's R. E. Holdings, LLC; David C. Phillips c/o BGH Associates, LLC; and Superstition Springs R-14 Association for approval of the following:

A request to replace the existing Planned Unit Development (PUD) zoning with a new Planned Unit Development (PUD). The Arizona Farms East PUD is a planned mixed use community of approximately 766 acres generally located on the south side of Arizona Farms Road, north of the Heritage Road alignment, west of Felix Road and east of the Copper Basin Railroad. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-02.

BACKGROUND/DISCUSSION:

The purpose of this report is to request the approval of a new Planned Unit Development (PUD) zoning for Arizona Farms East, an approximately 766 acre (approximately 798 gross acres) site. It should be noted that the entire Arizona Farms project includes both this proposed PUD and the Arizona Farms West PUD. The entirety of the project lies within two proposed annexation areas, those being the Magic

Ranch Annexation 2013-01 and the Arizona Farms Annexation 2013-02. The entire Arizona Farms project encompasses approximately 1,155 acres.

The proposed PUD intends to provide a mixture of uses that will provide diversity in housing, commercial conveniences and employment. The subject property lies at the confluence of several planned major transportation corridors, those being the major arterial roadways (Arizona Farms Road, Felix Road and Attaway Road) as well as the future North-South ADOT Freeway Conceptual Corridor. The site is currently zoned Planned Area Development in Pinal County. Upon annexation, the whole site would receive comparable PUD Zoning. The initial PUD is planned to be replaced by this PUD.

The owners of this property intends to work closely with the Town of Florence to provide the foundation for a community envisioned to consist of a variety of residential housing types, a police and fire station site, commercial districts, open space and recreational opportunities located throughout the site. The community will be consistent with the goals and policies of the Town of Florence 2020 General Plan and the PUD District, as described in the Florence Town Code.

ANALYSIS:

The Arizona Farms East PUD will provide the following land uses: single-family residential, multi-family residential, commercial/employment and office. All of these uses will be served by a hierarchy of roadways, consisting of arterial roads, collector roads and local streets. This PUD also provides a conceptual 400-foot corridor that will accommodate the ADOT North-South Freeway and Passenger Rail corridor through this property. Open space provides additional opportunity for connectivity within the development.

Internal planning efforts focused on the opportunities presented by the property and the fulfillment of anticipated land uses expected to be demanded by the market. The positioning of this land and its relationship to strong future transportation corridors as well as anticipated future growth patterns in the Town of Florence drove the decisions that produced the conceptual land use plan.

Some of the goals that were established during the planning of this community included the following:

- Creation of a land use plan that not only included a variety of land uses, but also locates them in such a manner to create an environment where land uses are complementary.
- The formation of land entitlements that create a foundation for a successful, sustainable community.
- The establishment of a mixture of land uses such that a varied and diverse demographic makeup is achieved for the community.
- Creation of an onsite area for an elementary school site.

- Creation and development of a roadway system that will meet the transportation needs of the near and distant future.
- Development of a thoughtful and enjoyable open space park and trail system to keep the community residents fit and active.

This proposed master-planned community consists of several different land use elements and the overall concept for the community is to provide a variety of residential housing types, commercial services, a public safety facility and open space amenities.

Residential

This community will provide for a variety of residential housing options, ranging from single-family detached residential units to multi-family attached dwellings. This will provide for housing opportunities for a broad range of lifestyles and preferences and will assist in providing a community demographic that touches many different age groups. The dwelling units demanded by the general public will dictate the final type of residential units constructed. The Conceptual Development Plan for this community provides a scheme for the location and amount of each residential component.

Residential Medium Low (RML)

The Residential Medium Low portion of this community has been strategically located in the western portion of the property, adjacent to the Copper Basin Railroad. The RML area will provide for an adequate transition and buffering along the railroad right-of-way.

Housing in this area will consist of traditional single-family detached homes situated on lots measuring a minimum of 6,500 square feet. The maximum gross density for RL is 3.5 dwelling units per acre.

Residential Medium (RM)

The Residential Medium portion of this community has been placed in the western portion of the property. These development parcels will contain traditional single-family detached residential product. The maximum gross density for RM is 5.5 dwelling units per acre.

Residential Medium High (RMH)

The Residential Medium-High portion of this community has been placed in the areas adjacent to the North-South Freeway. The intensive nature of the freeway translates into higher density and intensity development within its proximity. These parcels may contain residential product that may be either single-family detached or attached. The maximum gross density for RMH is 10 dwelling units per acre.

The emphasis of these areas includes the potential for thoughtful alternative lot, owner-occupied, residential attached and detached designs. The potential use of neo-traditional neighborhood design standards to create aesthetically pleasing

communities is provided as an option to the more traditional type of single-family residential development. By locating this type of residential near the freeway, these residential areas will provide logical land use transitions between the more intense areas of development areas and lower density residential areas.

Residential High (RH)

The Residential High portion of this community has been placed adjacent to one of the commercial development parcels. Higher density residential is appropriate adjacent to commercial uses. These areas are intended to provide for flexibility in land use and dwelling unit density. These areas may be developed to provide housing for multiple-family structures, which may include condominiums, townhouses and apartments. The maximum gross density for RH is 18 dwelling units per acre.

Commercial/Employment (C/E)

Along with the increase in the number of residents in the area, there will be a parallel demand by the residents of this community and surrounding communities for commercial services. The desire of future residents will be to live within close proximity to commercial centers that will provide for daily needs. Also, it will be desirable to provide the opportunity for job creation in this area. As such, this land use district in the PUD also allows for professional offices and other uses that will contribute to job creation.

This PUD provides two major commercial/employment parcels located adjacent to Arizona Farms Road and on either side of the North-South Freeway. It is anticipated that there will be a freeway traffic interchange on Arizona Farms Road, and as such, commercial uses are highly appropriate in this area. These commercial parcels will provide services to the residents of this community, those residents living in the regional area and those traveling on the North-South Freeway. This commercial area could potentially provide in the vicinity of 600,000 square feet of gross leasable area.

Also, two additional commercial parcels have been provided near the southwest corner of Arizona Farms Road and Attaway Road.

Open Space, Parks and Trails

The primary open space includes greenways along the primary collector roads and between development parcels that provide connectivity throughout the development, and buffer areas along the arterial roadways, which contain sidewalks and landscaping.

This linear park would provide a buffer between the residential areas and the existing railroad and electric lines along the western boundary of this property. Open space will consist of a proposed trail, a network of parks, tot lots, retention areas, other amenities and landscape buffers along the arterial and collector roadways.

Secondary open space areas will be included within the development parcels and may consist of pocket parks, landscaped tracts along local streets, common areas, entry monuments and trails and/or paths. These open space areas would be identified on future plats.

Residents of this community will also be able to use the 20-acre community park that is proposed within the Arizona Farms West Community.

Within the development parcels there will be smaller scale neighborhood parks or pocket parks. These parks will be approximately 2,500 square feet to two acres in size and will offer recreational opportunities to those living within a ¼ mile radius. They will be visually accessible and may contain play equipment, benches, paths, grass and other landscaping.

Greenways are open space corridors that allow all residents to move easily and safely throughout the community in a pleasurable environment. They have been designed such that they serve as open space links, providing strong non-vehicular connections between all the residential, recreational, educational and commercial components of the community. The greenways consist of landscaping, a paved multi-use path that may be used by pedestrians and cyclists, as well as to be utilized as sitting areas and community gathering areas.

It should be noted that the homeowner's association established for this community will be responsible for maintaining all enriched pavement treatments, all open space areas and all landscaping. The homeowner's association will maintain such areas as regulated through the Covenants, Conditions and Restrictions for each parcel. A master homeowner's association will be established and will be responsible for maintaining the privately owned open space areas within the project. A final landscape plan, wall plan, and amenity plan, meeting the approval of the Town of Florence will be submitted prior to the approval of any final subdivision plats for this development.

Public Safety

This community, upon annexation, will be served by the Town Police and Fire Departments. A police beat is being established for this area and a police sub-station will be housed in the Anthem at Merrill Ranch Fire Station No. 2, which will also be the nearest fire station for the annexation area. This community will generate the need for additional service, thus warranting a site for a police and fire station. At this time, a 5-acre site has been designated within this PUD for a future fire station with police sub-station.

Schools

The Project includes at least one K-8 school site located within the Arizona Farms West PUD. Additional schools sites may be provided if there is the demand for such.

Water

Water will be provided by Johnson Utilities Company (JUC). The owner/developer will work with JUC to analyze the existing water system and determine the infrastructure that would be required to serve the property at build-out condition.

Wastewater

Wastewater collection and treatment will be provided by Johnson Utilities Company (JUC). The owner/developer will work with JUC to analyze the existing wastewater system and determine the infrastructure that would be required to serve the property at build-out condition.

Transportation

The transportation and circulation plan will be developed consistent with recommendations from the Community Development Director and Town Engineer. The primary access to the property will be via Arizona Farms Road, Felix Road and Heritage Road. According to the Coolidge – Florence Regional Transportation Plan (April 2008), Arizona Farms Road and Felix Road are designated as a major arterial roads with a future right-of-way width of 150 feet (75 feet of half right-of-way).

A 400-foot corridor has been located within this property to allow for the future ADOT North-South Freeway and the Passenger Rail corridors. The property will be easily accessible via the future traffic interchange at Arizona Farms Road. As such, the development vision for the property respects the hierarchy of roadways that are shown in the circulation element of the General Plan.

An internal major collector roadway system will collect traffic from the development parcels and convey it primarily to Arizona Farms Road, the arterial roadway adjacent to the northern boundary of the site. This road will be constructed to the standards of the Town of Florence. It is anticipated that major collector roadways with the project will have a minimum right-of-way width of 80 feet. Minor collector roads will have a minimum right-of-way width of 80 feet. Minor collector roads will have a minimum right-of-way width of 60 feet.

Local streets will be constructed within the development parcels to provide for internal circulation. These streets will provide direct access to all residential lots within the PUD. These streets may be public or private, but in either case will be constructed in accordance with Town standards. If public, these streets will be owned and maintained by the Town. If private, the streets will be owned and maintained by an HOA to be established in the future. The Town of Florence retains the discretion to approve or disapprove private streets.

A Traffic Impact Analysis (TIA) will be prepared in accordance with current Town of Florence TIA guidelines and submitted at the time of preliminary plat or site plan review.

This analysis will determine the nature and timing of arterial roadway improvements that are required for the development of this property.

General Plan

An application was submitted to the Town of Florence requesting a Minor Amendment to the Town of Florence 2020 General Plan to change the General Plan land use classification on this property to Master Planned Community. This requested Minor Amendment was supported by the Planning and Zoning Commission on June 19, 2014, and approved by the Town Council on July 21, 2014. This PUD will be consistent with the General Plan.

The General Plan land use classifications surrounding the property are as follows:

North: Master Planned Community (MPC) (Dobson Farms PUD).

East: Master Planned Community (MPC). Felix Farms PUD, Sun Valley Farms PUD, Aspen Farms/Paloroso PUD and Skyview Farms PUD are located within one mile of the subject property; these PUDs are not yet developed.

South: Medium Density Residential 1 (MDR1). Crestfield Manor PAD and Wild Horse Estates PAD are located within one mile of the subject property.

West: Master Planned Community (MPC) (Arizona Farms West).

PUBLIC PARTICIPATION:

The Town has reached out to all Town residents and other property owners through a public participation process that includes:

- A notice for the Planning and Zoning Commission public hearings was mailed to all property owners within 300 feet of the site
- Property Posting (Signs) - Notice of public hearing for a Planned Unit Development was posted on the site in two locations
- Advertisements in the local Town paper
- One public hearing for the Planning and Zoning Commission
- Town Council public hearing and action meetings

The public has expressed concerns with this application; however, it appears such concerns are related to the rezoning of a nearby state land parcel, a concern about future growth in general and the Town's proposed annexations.

HEARINGS:

*July 10, 2014	Planning and Zoning Public Hearing
August 4, 2014	Town Council Public Hearing and 1 st Reading
*Future Date	Town Council and 2 nd Reading Action

All meetings will be held at Town Hall Council Chambers, 775 North Main Street, Florence, Arizona 85132.

*Indicates Special Meetings by the Planning Zoning Commission and Town Council.

FINDINGS:

Planning Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed Planned Unit Development (PUD) zoning will be consistent with the proposed General Plan land use designation of MPC
2. The PUD conforms to all local plans and ordinances

FINANCIAL IMPACT:

This Planned Unit Development will have no immediate financial impact; however, future residential and commercial development of the subject area will have a positive fiscal impact on the Town.

RECOMMENDATION:

The Planning and Zoning Commission found that the Arizona Farms East Planned Unit Development (PZC-25-14-PUD) is in compliance with the Town's 2020 General Plan and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the Arizona Farms East Planned Unit Development, as described in Exhibit A-1 and A-2, to the Mayor and Town Council, subject to the following condition:

1. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Ordinance No. 617-14
Exhibit A-1
Exhibit A-2
Application materials

ORDINANCE NO. 617-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE ARIZONA FARMS EAST PLANNED UNIT DEVELOPMENT (PZC- 25-14-PUD).

WHEREAS, a request to change the existing zoning on the subject properties from existing Planned Unit Development (PUD) to the Arizona Farms East Planned Unit Development (PUD) that has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found the Arizona Farms East PUD is in conformance with the Town's 2020 General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence, Arizona, an unanimous favorable recommendation for the Arizona Farms East PUD, subject to certain conditions; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence, Arizona, and the Arizona Farms East PUD has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The zoning map of Florence, Arizona, is hereby amended by changing the zoning classification of the parcels of land depicted on EXHIBITS A-1 and A-2 attached hereto, from existing Planned Unit Development (PUD) to Arizona Farms East Planned Unit Development (PUD).

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ___ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

Exhibit A-1: Arizona Farms East PUD Zone Change

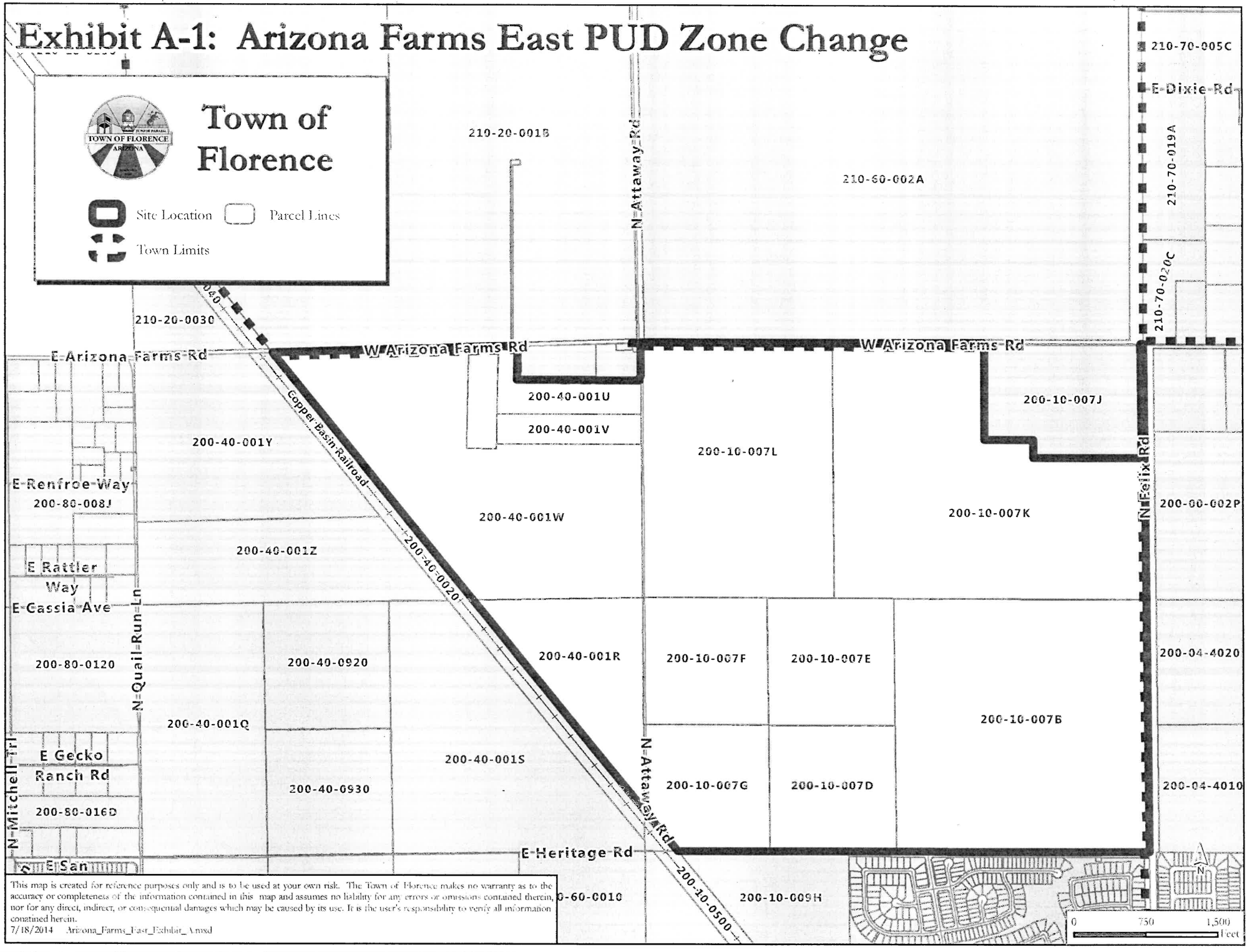


**Town of
Florence**



Site Location Parcel Lines

Town Limits



This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

7/18/2014 Arizona_Farms_East_Exhibit_A.mxd

EXHIBIT A-2:
Legal Descriptions for Properties within Arizona Farms East PUD

El Dorado Arizona Farms, LLC.
Legal Descriptions:

PARCEL NO. 4:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE NORTH QUARTER CORNER BEARS NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 2631.13 FEET;

THENCE ALONG SAID NORTH SECTION LINE, NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 1437.27 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SECTION LINE, NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 1193.86 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 1;

THENCE CONTINUING ALONG SAID NORTH SECTION LINE, NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 848.64 FEET;

THENCE DEPARTING SAID SECTION LINE, SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 1046.46 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 30 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 50.44 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 1499.06 FEET TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 1;

THENCE ALONG SAID SECTION LINE, SOUTH 00 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 1602.55 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE DEPARTING SAID SECTION LINE AND ALONG THE MIDSECTION LINE OF SAID SECTION 1, SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 1760.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 38 DEGREES 53 MINUTES 46 SECONDS WEST A DISTANCE OF 3303.21 FEET TO THE POINT OF BEGINNING;

EXCEPT AS TO AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN THAT CERTAIN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 6:

THE WEST 1991.74 FEET OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 7:

THE EAST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9A:

THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9B:

THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9C:

THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9D:

THE EAST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

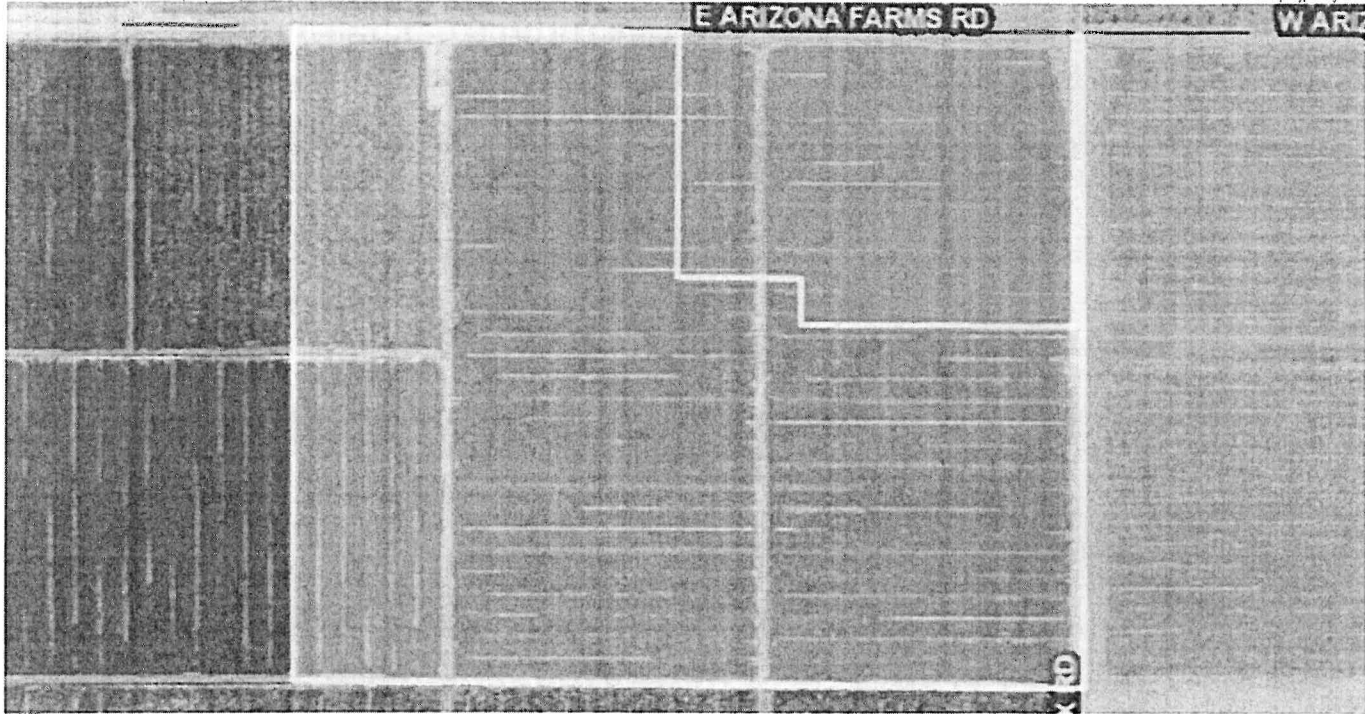
PARCEL NO. 10:

THE NORTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

General Parcel Information Report

Disclaimer: Pinal County makes no warranty, expressed or implied, regarding the accuracy, completeness, or usefulness of the information provided on this document. Pinal County disclaims any responsibility or liability for any direct or indirect damages resulting from the use of the information represented on this document. This map and represented data is not intended to be used as a survey product or official record. It is the users responsibility to verify any information shown here with the proper authority.



Assessor Parcel Number: 20031007K

Parcel Size:156.92

Unit of Measure:A

Tax Area Code:0121

Legal Description:THE N1/2 OF SEC 6 4S 9E EXCEPT THE WEST 1991.74 AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL, COM @ NE COR SEC 6 TH S 33 TH W 33 TO POB TH S 1187 TH W 1127 TH N 190 TH W 509.39 TH N 997 TH E 1636.39 TO POB, 156.92 AC

Ownership

Name1:LANGLEY AZ FARMS 150 LLC

Name2:

C/O:

Mailing Address

Mail Address:2738 E GUADALUPE RD

City:GILBERT

Province:

State:AZ

Country:

Zip Code:85234

Postal Code:

Primary Property Address:

City:

State:

Zip Code:

(Note: additional addresses may exist on this property)

Improvement Values

[Click Here To View Assessor Parcel And Value Detail](#)

Wolfy's R. E. Holdings, LLC.

Legal Descriptions:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, TO WHICH THE NORTHEAST SECTION CORNER BEARS NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 2632.78 FEET;

THENCE ALONG SAID NORTH SECTION LINE NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 1159.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 200.23 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 350.90 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS EAST, A DISTANCE OF 822.07 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS EAST, A DISTANCE OF 13.44 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 447.74 FEET;

THENCE NORTH 05 DEGREES 59 MINUTES 01 SECONDS EAST, A DISTANCE OF 22.81 FEET;

THENCE NORTH 18 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 30.25 FEET TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 1;

THENCE ALONG SAID SECTION 1 SOUTH 00 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 389.27 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 89 DEGREES 47 MINUTES 33 SECONDS WEST, A DISTANCE OF 1491.19 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 700.86 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 588,218 SQ. FT. OR 13.50 ACRES MORE OR LESS.

BGH Associates, LLC.

Legal Descriptions:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, TO WHICH THE NORTHEAST SECTION CORNER BEARS NORTH DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 2632.79 FEET;

THENCE ALONG SAID NORTH SECTION LINE NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST. A DISTANCE OF 1169.00 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 700.86 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 1491.19 FEET TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 1;

THENCE ALONG SAID SECTION LINE SOUTH 00 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 89 DEGREES 47 MINUTES 33 SECONDS WEST, A DISTANCE OF 1499.08 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 310.10 FEET TO THE POINT OF BEGINNING;

EXCEPT an undivided $\frac{1}{4}$ interest in and to any oil and minerals as reserved in Deed recorded in Docket 808, page 382, records of Pinal County, Arizona.

Superstition Springs R-14 Association

Legal Description:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, TO WHICH THE NORTHEAST SECTION CORNER BEARS NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 2632.79 FEET;

THENCE ALONG SAID NORTH SECTION LINE NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 848.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 310.36 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 1061.40 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 30 SECONDS WEST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 1046.46 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 326,718 SQ. FT. OR 7.50 ACRES MORE OR LESS.

APPLICATION FOR REZONING

PROJECT NAME: Arizona Farms East (PUD #2)

APPLICATION TYPE: Rezoning PUD PUD Amendment

1. Property Owner: Name: See attached list of property owners
Address _____
Phone: _____ Fax: _____
Email: _____

2. Applicant/Developer: Name: The WLB Group, Inc. Attn: Rob Longaker
Address: 4444 E. Broadway Blvd
Tucson, AZ 85711
Phone: 520-881-7480 Fax: 520-881-7492
Email: rlongaker@wlbgroup.com

3. Address or Location of Property: See Attached Exhibit A: Site Location Map

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name: See attached legal descriptions

Tax Parcel Numbers: 200-24-001R, 001T, 001U, 001V, 001W, 200-31-007B, 007D, 007E, 007F, 007G, 007K, and 007L

Gross Acres: 797.7± Ac. Net Acres: _____

5. Current Zoning District: Arizona Farms PAD (Pinal County)

6. Proposed Zoning District: PUD

 _____ 6.11.14
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:

CASE NO. _____	APPLICATION DATE AND TIME _____
PZ HEARING DATE _____	FEE \$ _____
1 st TC HEARING DATE _____	REVIEWED BY: _____
2 nd TC HEARING DATE _____	
RECOMMENDATION: APPROVAL	DISAPPROVAL

List of Property Owners

<u>Name of Property Owner</u>	<u>Tax Parcel Numbers</u>
<ul style="list-style-type: none">• El Dorado Arizona Farms, LLC. Attn: Linda Cheney 426 N. 44th Street, Ste. 100 Phoenix, AZ 85008	200-24-001R, 001W, 200-31-007B, 007D, 007E, 007F, 007G and 007L
<ul style="list-style-type: none">• Langley AZ Farms 150, LLC. Attn: Stacy Brimhall 2738 E. Guadalupe Rd. Gilbert, Az 85234	200-31-007K
<ul style="list-style-type: none">• Wolfy's R E Holdings, LLC. 2453 N. Keystone Dr. Flagstaff, Az 86004	200-24-001U
<ul style="list-style-type: none">• Phillips, David C. c/o BGH Associates, LLC 2453 N. Keystone Dr. Flagstaff, AZ 86004	200-24-001V
<ul style="list-style-type: none">• Superstition Springs R-14 Association 2453 N. Keystone Dr. Flagstaff, Az 86004	200-24-001T

OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: The WLB Group, Inc.

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property: Tax Parcels 200-31-007D, 200-31-007E, 200-31-007G, 200-24-001R, 200-24-001W, 200-31-007L, 200-24-001Q, 200-24-001Y, 200-24-001Z, 200-24-0930, 200-24-001S, 200-31-007B, 200-31-007F, 200-24-0920

Owner(s)

Linda Cheney
Vice President El Dorado Holdings, Inc.
Signature

As Agent for:
El Dorado Arizona Farms, L.L.C.

Print or Type Name

Address 426 N. 44th Street, Suite 100
Phoenix, AZ 85008

Telephone 602-955-2424

STATE OF ARIZONA)
County of Maricopa) ss

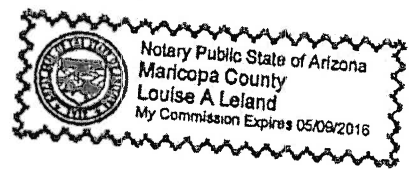
On this 16 day of April, 2014, before me, the undersigned Notary Public, personally appeared Linda Cheney, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Linda Cheney executed the same.

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

My commission expires: 5/9/2016

Louise A Leland
Notary Public

2013 General Plan Amendment Application



OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: The WLB Group, Inc.

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

Tax Parcel No. 200-31-007K

Owner(s)

[Handwritten Signature]

Signature

Langley AZ Farms 150 LLC

Print or Type Name

Address

2738 E. Guadalupe Rd.

Gilbert, AZ 85234

Telephone

480-633-0999

STATE OF ARIZONA)

County of Maricopa)

ss

On this 17th day of April, 20 14, before me, the undersigned Notary Public, personally appeared Stacy J Brimhall, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same.

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

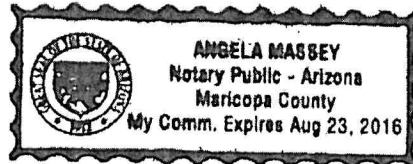
My commission expires:

Aug 23rd, 2016

[Handwritten Signature]

Notary Public

2013 General Plan Amendment Application



OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: The WLB Group, Inc.

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, ~~Conditional Use Permit, Design Review and/or Preliminary/Final Plat~~ on the following described property:

JMH

Tax Parcel Number 200-24-001U

Owner(s)

By: John M. Hill MGR
Signature (JOHN M. HILL)

Wolfys R E Holdings LLC

Print or Type Name

Address

2453 N. Keystone Dr.

Flagstaff, AZ 86004

Telephone

602-469-6969

STATE OF ARIZONA)

County of Maricopa)

ss

On this 15th day of April, 2014, before me, the undersigned Notary Public, personally appeared John M. Hill, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that John M. Hill executed the same.

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

My commission expires:

5/30/17

Sharilyn Snyder
Notary Public

2013 General Plan Amendment Application



OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: The WLB Group, Inc.

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, ~~Conditional Use Permit, Design Review and/or Preliminary/Final Plat~~ on the following described property:

JMH

Tax Parcel Number 200-24-001V

Owner(s) BGH ASSOCIATES, LLC, MGR
By: John M. Hill, MGR
Signature

David Phillips % BGH ASSOCIATES, LLC
Print or Type Name

Address 2453 N. KEYSTONE DR.
FLAGSTAFF, AZ. 86004 *JMH*

Telephone 602-469-6969

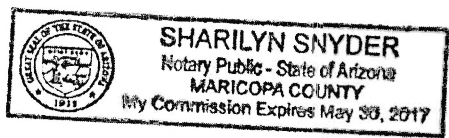
STATE OF ARIZONA)
County of Maricopa) SS

On this 15th day of April, 2014, before me, the undersigned Notary Public, personally appeared John M. Hill, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that John M. Hill executed the same.

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

My commission expires: 5/30/17
Sharilyn Snyder
Notary Public

2013 General Plan Amendment Application



OWNER'S AUTHORIZATION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is not the owner of the property.

I/we, the Undersigned, do hereby grant permission to: The WLB Group, Inc.

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, ~~Conditional Use Permit, Design Review and/or Preliminary/Final Plat~~ on the following described property:

JMH

Tax Parcel Number 200-24-001T

Owner(s)

By: John M. Hill, GEN PTR.

Signature (JOHN M. HILL
GEN'L PTR.)

Superstition Springs R-14 Assoc.

Print or Type Name

Address

2453 N. Keystone Dr.

Flagstaff, AZ 86004

Telephone

602-469-6969

STATE OF ARIZONA)

County of Maricopa)

SS

On this 15th day of April, 2014, before me, the undersigned Notary Public, personally appeared John M. Hill, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that John M. Hill executed the same.

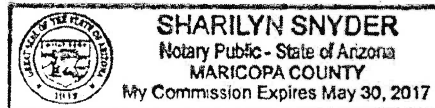
IN WITNESS WHEREOF, I hereto set my hand and official seal.

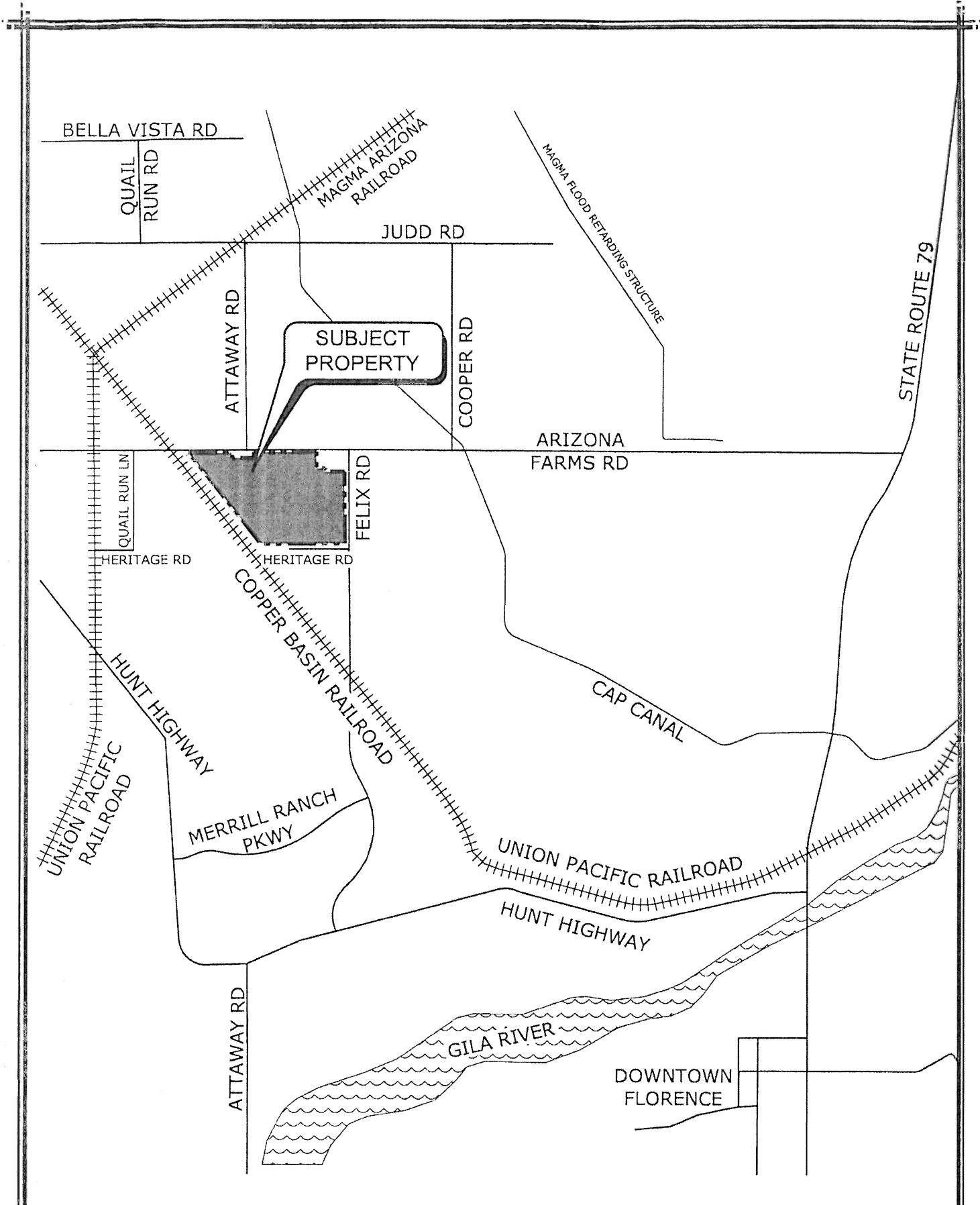
My commission expires:

5/30/17

Sharilyn Snyder
Notary Public

2013 General Plan Amendment Application





El Dorado Arizona Farms, LLC.
Legal Descriptions:

PARCEL NO. 4:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE NORTH QUARTER CORNER BEARS NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 2631.13 FEET;

THENCE ALONG SAID NORTH SECTION LINE, NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 1437.27 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SECTION LINE, NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 1193.86 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 1;

THENCE CONTINUING ALONG SAID NORTH SECTION LINE, NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 848.64 FEET;

THENCE DEPARTING SAID SECTION LINE, SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 1046.46 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 30 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 50.44 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 1499.06 FEET TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 1;

THENCE ALONG SAID SECTION LINE, SOUTH 00 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 1602.55 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE DEPARTING SAID SECTION LINE AND ALONG THE MIDSECTION LINE OF SAID SECTION 1, SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 1760.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 38 DEGREES 53 MINUTES 46 SECONDS WEST A DISTANCE OF 3303.21 FEET TO THE POINT OF BEGINNING;

EXCEPT AS TO AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN THAT CERTAIN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 6:

THE WEST 1991.74 FEET OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 7:

THE EAST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9A:

THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9B:

THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9C:

THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9D:

THE EAST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

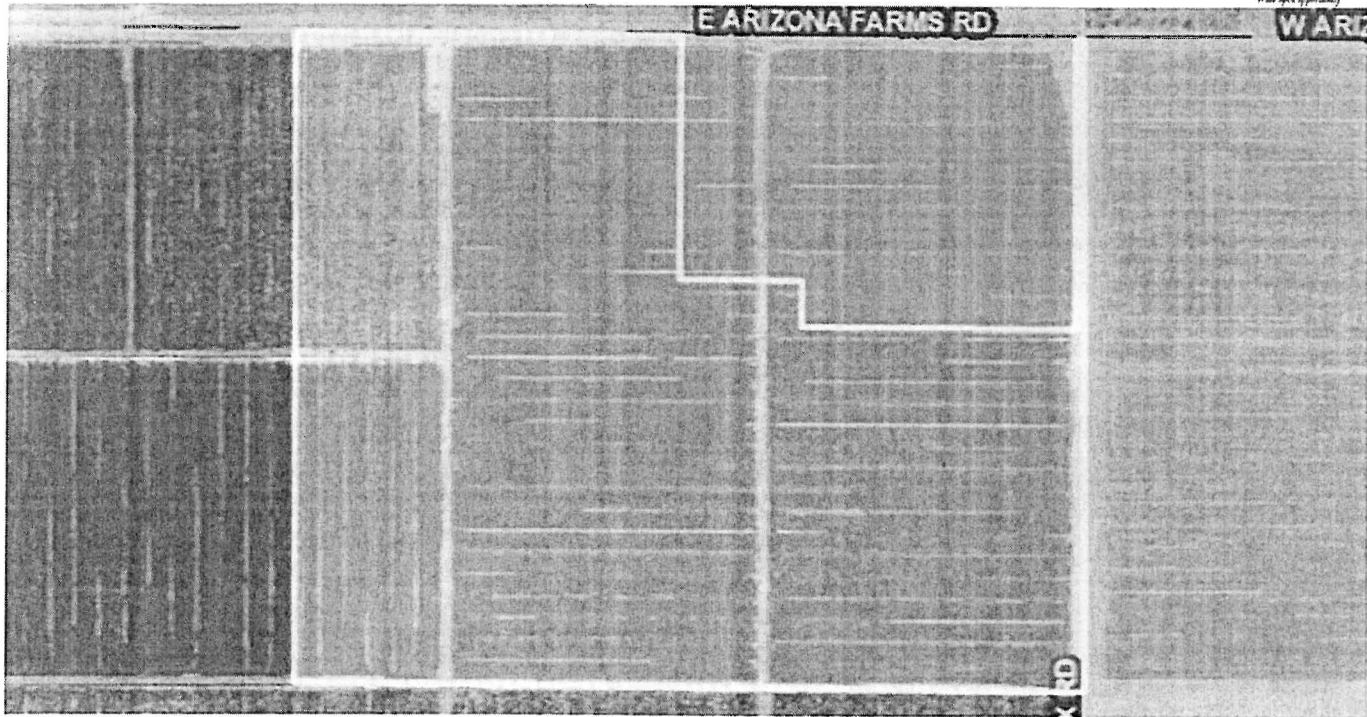
PARCEL NO. 10:

THE NORTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

General Parcel Information Report

Disclaimer: Pinal County makes no warranty, expressed or implied, regarding the accuracy, completeness, or usefulness of the information provided on this document. Pinal County disclaims any responsibility or liability for any direct or indirect damages resulting from the use of the information represented on this document. This map and represented data is not intended to be used as a survey product or official record. It is the users responsibility to verify any information shown here with the proper authority.



Assessor Parcel Number: 20031007K

Parcel Size:156.92

Unit of Measure:A

Tax Area Code:0121

Legal Description:THE N1/2 OF SEC 6 4S 9E EXCEPT THE WEST 1991.74 AND ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL, COM @ NE COR SEC 6 TH S 33 TH W 33 TO POB TH S 1187 TH W 1127 TH N 190 TH W 509.39 TH N 997 TH E 1636.39 TO POB, 156.92 AC

Ownership

Name1:LANGLEY AZ FARMS 150 LLC

Name2:

C/O:

Mailing Address

Mail Address:2738 E GUADALUPE RD

City:GILBERT

Province:

State:AZ

Country:

Zip Code:85234

Postal Code:

Primary Property Address:

City:

State:

Zip Code:

(Note: additional addresses may exist on this property)

Improvement Values

[Click Here To View Assessor Parcel And Value Detail](#)

Wolfy's R. E. Holdings, LLC.

Legal Descriptions:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, TO WHICH THE NORTHEAST SECTION CORNER BEARS NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 2632.78 FEET;

THENCE ALONG SAID NORTH SECTION LINE NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 1159.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 200.23 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 350.90 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS EAST, A DISTANCE OF 822.07 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS EAST, A DISTANCE OF 13.44 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 447.74 FEET;

THENCE NORTH 05 DEGREES 59 MINUTES 01 SECONDS EAST, A DISTANCE OF 22.81 FEET;

THENCE NORTH 18 DEGREES 50 MINUTES 15 SECONDS EAST, A DISTANCE OF 30.25 FEET TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 1;

THENCE ALONG SAID SECTION 1 SOUTH 00 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 389.27 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 89 DEGREES 47 MINUTES 33 SECONDS WEST, A DISTANCE OF 1491.19 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 700.86 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 588,218 SQ. FT. OR 13.50 ACRES MORE OR LESS.

BGH Associates, LLC.

Legal Descriptions:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, TO WHICH THE NORTHEAST SECTION CORNER BEARS NORTH DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 2632.79 FEET;

THENCE ALONG SAID NORTH SECTION LINE NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST. A DISTANCE OF 1159.00 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 700.86 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 1491.19 FEET TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 1;

THENCE ALONG SAID SECTION LINE SOUTH 00 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 89 DEGREES 47 MINUTES 33 SECONDS WEST, A DISTANCE OF 1499.06 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 310.10 FEET TO THE POINT OF BEGINNING;

EXCEPT an undivided $\frac{1}{4}$ interest in and to any oil and minerals as reserved in Deed recorded in Docket 808, page 382, records of Pinal County, Arizona.

Superstition Springs R-14 Association

Legal Description:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, TO WHICH THE NORTHEAST SECTION CORNER BEARS NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 2632.79 FEET;

THENCE ALONG SAID NORTH SECTION LINE NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 848.64 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 310.36 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 1061.40 FEET;

THENCE NORTH 88 DEGREES 44 MINUTES 30 SECONDS WEST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 1046.46 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 326,718 SQ. FT. OR 7.50 ACRES MORE OR LESS.

EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change/Planned Unit Development Application PZC- 25-14-PUD. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change/Planned Unit Development Application PZC-25-14-PUD ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change/Planned Unit Development Application PZC-25-14-PUD. Except as expressly set forth in the Zone Change/Planned Unit Development Application PZC-25-14-PUD and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-31-007K
Parcel(s) Numbers

[Signature]
Owner(s) Signature

Stacy J Brimhall
Print or Type Name

STATE OF ARIZONA)
County of Maricopa) ss

On this 18th day of July, 20 14, before me, the undersigned Notary Public, personally appeared Stacy J Brimhall, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires:

August 23rd 2016 [Signature]
Notary Public



EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change/Planned Unit Development Application PZC- 25-14-PUD. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change/Planned Unit Development Application PZC-25-14-PUD ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change/Planned Unit Development Application PZC-25-14-PUD. Except as expressly set forth in the Zone Change/Planned Unit Development Application PZC-25-14-PUD and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-24-001V
Parcel(s) Numbers

David C. Phillips
Owner(s) Signature

DAVID C. PHILLIPS
Print or Type Name

STATE OF ~~ARIZONA~~ ^{4th} Texas)
County of Collin) ss

On this 15th day of July, 20 14, before me, the undersigned Notary Public, personally appeared David C. Phillips, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires: 2/9/17
Jennifer Ashworth
Notary Public

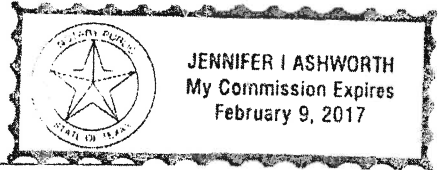


EXHIBIT B

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The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change/Planned Unit Development Application PZC- 25-14-PUD. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change/Planned Unit Development Application PZC-25-14-PUD ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change/Planned Unit Development Application PZC-25-14-PUD. Except as expressly set forth in the Zone Change/Planned Unit Development Application PZC-25-14-PUD and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-24-001T
Parcel(s) Numbers

BY: John M. Hill, GENL PTR.
Owner(s) Signature

SUPERSTITION SPRINGS R-14 ASSOCIATES, AN AZ. L.P.
Print or Type Name (JOHN M. HILL, GENERAL PARTNER)

STATE OF ARIZONA)
County of Cochise) ss

On this 15th day of July, 20 14, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires:

9 20 2015 Carol Porter
Notary Public



EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change/Planned Unit Development Application PZC- 25-14-PUD. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change/Planned Unit Development Application PZC-25-14-PUD ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change/Planned Unit Development Application PZC-25-14-PUD. Except as expressly set forth in the Zone Change/Planned Unit Development Application PZC-25-14-PUD and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-24-001R, 001W, 200-31-007B, 007D, 007E, 007F, 007G & 007L

Parcel(s) Numbers

El Dorado Arizona Farms LLC
El Dorado Holdings, Inc. as Administrative Agent
Linda J. Cheney

Owner(s) Signature

Vice President

Linda J. Cheney
Print or Type Name

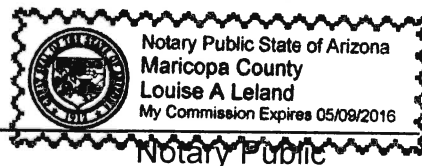
STATE OF ARIZONA)
)
County of Maricopa) ss

On this 14 day of July, 20 14, before me, the undersigned Notary Public, personally appeared Linda J. Cheney, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires: 5/9/16

Louise A Leland





**ARIZONA FARMS EAST
PLANNED UNIT DEVELOPMENT**

797.7± GROSS ACRES

**A PORTION OF SECTION 1
TOWNSHIP 4 SOUTH, RANGE 8 EAST
AND A PORTION OF SECTION 6,
TOWNSHIP 4 SOUTH, RANGE 9 EAST**

**TOWN OF FLORENCE,
PINAL COUNTY,
ARIZONA**

Prepared for:

El Dorado Arizona Farms, LLC.
Langley Arizona Farms 150, LLC
Wolfy's R. E. Holdings, LLC
David C. Phillips
Superstition Springs R-14 Associates

Prepared by:

The WLB Group, Inc.
4444 East Broadway Boulevard
Tucson, Arizona 85711
(520) 881-7480

July 2, 2014

WLB No. 198026-C-004

The
WLB
Group **WLB**

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- G: Conceptual Parks, Trails and Open Space Plan
- H: Street Sections
- I: Trail and Path Sections

I. INTRODUCTION

A. PURPOSE OF REQUEST

This request relates to the proposed Arizona Farms East Planned Unit Development (PUD), a 797.7± acre property located near the southwest corner of Arizona Farms Road and Felix Road and east of the Copper Basin Railroad. It should be noted that the entire Arizona Farms project lies both east and west of the Copper Basin Railroad. Also, the entirety of the project lies within two proposed annexation areas, those being the Magic Ranch Annexation Area and the Arizona Farms Annexation Area. Due to this fact, the Arizona Farms project has been divided into two separate PUDs – the Arizona Farms West PUD (consisting of 389.2± acres located west of the Copper Basin Railroad and referred to as Arizona Farms West); and Arizona Farms East PUD (consisting of 797.7± acres located east of the Copper Basin Railroad and referred to as Arizona Farms East).

Please refer to *Exhibit A: Context Map* for an illustration of the two parts of the overall Arizona Farms project, and of the two annexation areas.

It should be noted that Parcels C, D and E as shown on *Exhibit F1: Conceptual Development Plan* are under separate ownership from the rest of the planning parcels. Although these parcels are part of this PUD, they will be developed independently from the rest of the PUD. These parcels shall, on their own, provide the required amount of open space with recreational amenities. The parcels will also have separate CC&Rs and a separate homeowner's association. Also, Parcels C and D have specific provision described later in this PUD document that allows for an alternate use of residential on these parcels only if market conditions do not demand commercial/employment uses on these parcels. This specific provision does not apply to the other planning parcels shown on *Exhibit F1: Conceptual Development Plan*.

The owners of this property intend to work closely with the Town of Florence to provide the foundation for a community envisioned to consist of a variety of residential housing types, a police and fire station site (if needed by the Town of Florence), commercial districts, in addition to open space and recreational opportunities located throughout the site. The community will be consistent with the goals and policies of the Town of Florence 2020 General Plan and the Planned Unit Development District as described in the Florence Town Code.

PUDs are more desirable for the planning of future land uses as compared with straight zone changes on smaller parcels of land. Inherent in the PUD is a master planning process, which comprehensively and cohesively plans for and provides a framework for the infrastructure that is necessary to support the development

of the land, including road improvements, water and sewer infrastructure, drainage improvements and open space/recreational systems.

B. PROJECT LOCATION

The property is generally bound on the north by Arizona Farms Road, on the west by the Copper Basin Railroad, on the south by Heritage Road and on the east by Felix Road.

Please refer to *Exhibit B: Regional Location Map*.

C. TAX ASSESSOR PARCEL NUMBERS

According to the Pinal County Assessor, the subject property consists of the following tax parcel numbers:

200-24-001R, 001W, 200-31-007B, 007D, 007E, 007F, 007G, 007K, 007L, 001U, 001V and 001T.

II. EXISTING CONDITIONS

A. EXISTING ZONING

The subject property was zoned with a Planned Area Development (PAD) Overlay in Pinal County in November 1998. The existing PAD, known as the Arizona Farms PAD, includes the following Pinal County zoning districts: Low Density Single-Family Residential (CR-1), Medium Low Density Single-Family Residential (CR-2), Medium Density Single-Family Residential (CR-3), Medium High Density Multiple Residence Zone (CR-4), Local Business Zone (CB-1), Light Industrial (CI-1) and Suburban Ranch (SR) (golf course and open space).

The zoning districts in the existing PAD that are located within the area of this PUD include the following: Medium Low Density Single-Family Residential (CR-2), Medium Density Single-Family Residential (CR-3), Medium High Density Multiple Residence Zone (CR-4), Local Business Zone (CB-1) and Suburban Ranch (SR) (golf course).

B. EXISTING LAND USES

The property is currently being farmed and has been for many years. There are no other uses occurring on the site.

C. EXISTING GENERAL PLAN DESIGNATIONS

An application was submitted to the Town of Florence requesting a Minor Amendment to the Town of Florence 2020 General Plan to change the General Plan land use classifications on this property from Employment/Light Industrial (E/LI), Community Commercial (CC) and High Density Residential 1 (HDR1) to Master Planned Community. This requested amendment was supported by the Planning and Zoning Commission on June 19, 2014 and will be considered by the Town Council on July 21, 2014. Once approved, this PUD will be consistent with the General Plan.

The General Plan land use classifications surrounding the property are as follows:

North: Master Planned Community (MPC) (Dobson Farms PUD).

East: Master Planned Community (MPC). Felix Farms PUD, Aspen Farms/Paloroso PUD and Skyview Farms PUD are located within one mile of the subject property; these PUDs are not yet developed.

South: Medium Density Residential 1 (MDR1). Crestfield Manor PAD and Wild Horse Estates PAD are located within one mile of the subject property.

West: Master Planned Community (MPC) (Arizona Farms West).

Please refer to *Exhibit C: General Plan Land Use Classifications*.

D. SURROUNDING LAND USES

North: Arizona Farms Road with a small storage yard and land being farmed to the north of the road.

East: Felix Road and land being farmed east of the road.

South: Vacant land, Arizona Pacific Materials LLC (rock quarry), Crestfield Manor and Wild Horse Estates (single-family residential communities).

West: Copper Basin Railroad to the immediate west, and the proposed Arizona Farms West PUD that is located across the railroad and is currently being farmed.

Please refer to *Exhibit D: Existing Conditions and Proposed Projects*.

E. SURROUNDING ZONING

North: Dobson Farms PUD and General Rural (Pinal County).

East: Felix Farms PUD and Aspen Farms/Palaroso PUD.

South: General Rural (GR), Single Residence Zone (CR-1, CR-2 & CR-3) and Crestfield Manor PAD (Pinal County).

West: Arizona Farms West PUD to be rezoned concurrently with this Arizona Farms East PUD.

F. TOPOGRAPHY

Based on United States Department of Interior Geological Survey information, and more specifically the Florence 7.5 Minute Series QUAD sheet, the subject property slopes generally from northeast to southwest at a slope of less than 1%.

The elevations on the property range from approximately 1540 feet above sea level at the northeast corner of the property to approximately 1515 feet above sea level at the southwest corner of the property.

The site has been graded to accommodate farming, and as such any natural topographic features that may have once been on the site no longer exist.

G. SURFACE HYDROLOGY

As mentioned above, the site slopes gently from northeast to southwest. Historically, flows from the east entered the site and then continued through the property, leaving the site at its western boundary. Due to farming activity on the site, the drainage patterns have been altered. Flows from the east now are intercepted and diverted by Copper Basin Railroad.

According to FEMA FIRM Panel 04021C0875E dated December 4, 2007, the site is located within Zone X, which is defined as an area determined to be outside of the .2% annual chance floodplain. The Magma Dam/Flood Control Structure lies approximately 4 miles east of the site and the property lies inside the boundary of the Magma Flood Control District (MFCD). The dam/flood control structure was constructed by MFCD in 1964 to protect the downstream farm fields from regular flooding by removing them from the floodplain. The District is in the process of rehabilitating this structure and is 85% complete with the rehabilitation work, with final completion expected in July/August 2015. The rehabilitation work will ensure that downstream properties are protected from the harmful effects of flooding.

A detailed drainage report, conforming to the Floodplain Regulations of the Town of Florence and Pinal County, will be submitted at the time of platting or development plan review.

H. ACCESSIBILITY AND EXISTING ROAD CONDITIONS

The northern boundary of the site is adjacent to Arizona Farms Road, a two-lane paved road. Arizona Farms Road extends to the east and west and crosses the Copper Basin Railroad with an at-grade signalized crossing.

The eastern boundary of the site is adjacent to Felix Road, a two-lane paved road running north-south.

Heritage Road is a two-lane paved road running east-west along the southern boundary of the site. Approximately 1200' east of the Copper Basin Railroad, Heritage Road turns into a two-lane dirt road that crosses the Copper Basin Railroad with an at-grade crossing. There is no legal access across the railroad at this location, and this at-grade crossing will cease to exist at some point in the future as the property develops.

I. UTILITIES AND INFRASTRUCTURE

1. Water

The property is located within the Certificate of Convenience and Necessity (CC&N) of Johnson Utilities Company (JUC). There are 12" water lines in Arizona Farms Road, Heritage Road and Felix Road. The property owner/developer will work with JUC to conduct system modeling and negotiate line extension agreements to bring (or upgrade) the necessary infrastructure to the property.

2. Sewer

There are existing force mains in Heritage Road and Felix Road. There is an existing wastewater treatment plant (named the Section 11 Plant) located within the Oasis at Magic Ranch project. This plant currently has a permitted capacity of 2 mgd but is constructed with a capacity of 1.6 mgd. The current operational flows are in the range of 1.1 mgd to 1.4 mgd. JUC recently submitted an application to amend the Aquifer Protection Permit (APP) to allow for a plant expansion to 6.4 mgd. This plant expansion would facilitate the provision of wastewater services for the property. This plant is located approximately two miles west of the western boundary of the site.

3. Electric

The project lies on the boundary of the Salt River Project (SRP) service area and the Arizona Public Service (APS) service area. This property will either be serviced by SRP or APS. There is an existing SRP 500kV transmission line that runs just to the west of the site, within a 130-foot easement located adjacent to the eastern boundary of the Copper Basin Railroad. The provider of electrical service to this site will be determined in the future.

Please refer to *Exhibit E: Existing Utilities & Infrastructure*.

III. DEVELOPMENT PLAN

A. PROJECT OVERVIEW

This PUD, Arizona Farms East PUD, will provide the following land uses: single-family residential, multi-family residential, commercial and office uses, open space and recreation, and a 5-acre public safety facility. All of these uses will be served by a hierarchy of roadways, consisting of arterial roads, collector roads and local streets. This PUD also provides a conceptual 400-foot corridor that will accommodate the North-South Freeway through this property. For additional detail on this freeway corridor, refer to the Pre-Annexation Development Agreement for this property.

Internal planning efforts focused on the opportunities presented by the property and the fulfillment of anticipated land uses expected to be demanded by the market. The positioning of this land and its relationship to strong future transportation corridors as well as anticipated future growth patterns in the Town of Florence drove the decisions that produced the conceptual land use plan included in this document.

Some of the broad goals that were established during the planning of this community included the following:

- Creation of a land use plan that not only included a variety of land uses, but also located them in such a manner to create an environment where land uses are complementary.
- The formation of land entitlements that create a foundation for a successful, sustainable community.
- The establishment of a mixture of land uses such that a varied and diverse demographic makeup is achieved for the community.

- Creation of an onsite area for an elementary school site (final location to be determined).
- Creation and development of a roadway system that will meet the transportation needs of the near and distant future.
- Development of a thoughtful and enjoyable open space park and trail system to keep the community residents fit and active.

B. PROPOSED LAND USES

This proposed master-planned community consists of several different land use elements. The overall concept for the community is to provide a variety of residential housing types, commercial services, a public safety facility and open space amenities.

Please refer to *Exhibit F1: Conceptual Development Plan* for a conceptual illustration of these proposed land uses. This plan shows each proposed development parcel, type of development, arterial roads, collector roads, a 400-foot corridor for the North-South Freeway, open space and other proposed features. Please refer to *Exhibit F2: Conceptual Development Plan (Arizona Farms East & Arizona Farms West)* which includes the entire Arizona Farms project.

1. Residential

This community will provide for a variety of residential housing options, ranging from single-family detached residential units to multi-family attached dwellings. This will provide for housing opportunities for a broad range of lifestyles and preferences, and will assist in providing a community demographic that touches many different age groups. The dwelling units demanded by the general public will dictate the final mix and type of residential units constructed within this community. The Conceptual Development Plan for this community provides a scheme for the location and amount of each residential component. These different proposed residential elements are discussed in further detail below and the development requirements and standards associated with each land use can be found in Section V of this document.

a. Residential Medium Low (RML)

The Residential Low portion of this community has been strategically located in the western portion of the property,

adjacent to the Copper Basin Railroad. The RL area will provide for an adequate transition and buffering along the railroad right-of-way.

Housing in this area will consist of traditional single-family detached homes situated on lots measuring a minimum of 6,500 square feet. The maximum gross density for RL is 3.5 dwelling units per acre.

b. Residential Medium (RM)

The Residential Medium portion of this community has been placed in the western portion of the property. These development parcels will contain traditional single-family detached residential product. The maximum gross density for RM is 5.5 dwelling units per acre.

c. Residential Medium High (RMH)

The Residential Medium-High portion of this community has been placed in the areas adjacent to the North-South Freeway. The intensive nature of the freeway translates into higher density and intensity development within its proximity. These parcels may contain residential product that may be either single-family detached or attached. The maximum gross density for RMH is 10 dwelling units per acre.

The emphasis of these areas includes the potential for thoughtful alternative lot, owner-occupied, residential attached and detached designs. The potential use of neo-traditional neighborhood design standards to create aesthetically pleasing communities is provided as an option to the more traditional type of single-family residential development. By locating this type of residential near the freeway, these residential areas will provide logical land use transitions between the more intense areas of development areas and lower density residential areas.

d. Residential High (RH)

The Residential High portion of this community has been placed adjacent to the commercial development parcels. Higher density residential is appropriate adjacent to commercial uses. These areas are intended to provide for flexibility in land use and dwelling unit density. These areas may be developed to provide

housing for multiple-family structures, which may include condominiums, townhouses, patio homes and apartments. The maximum gross density for RH is 18 dwelling units per acre.

2. Non Residential

a. *Commercial/Employment (C/E)*

Along with the increase in the number of residents in the area, there will be a parallel demand by the residents of this community and surrounding communities for commercial services. The desire of future residents will be to live within close proximity to commercial centers that will provide for daily needs. Also, it will be desirable to provide the opportunity for job creation in this area. As such, this land use district in the PUD also allows for professional offices and other uses that will contribute to job creation.

This PUD provides two commercial parcels located adjacent to Arizona Farms Road and on either side of the North-South Freeway. It is anticipated that there will be a freeway traffic interchange on Arizona Farms Road, and as such, commercial uses are highly appropriate in this area. These commercial parcels will provide services to the residents of this community, those residents living in the regional area and those traveling on the North-South Freeway. This commercial area could potentially provide in the vicinity of 600,000 square feet of gross leasable area (~10,000 sf of GLA per acre).

Also, two additional commercial parcels have been provided near the southwest corner of Arizona Farms Road and Attaway Road (Parcels C and D as shown on *Exhibit F1: Conceptual Development Plan*). Since prevailing market conditions will dictate how and if these commercial parcels are developed, they have an alternate use of any residential district as defined herein.

b. *Parks and Open Space*

This community acknowledges the importance of open areas and outdoor recreation, particularly in a climate that can support year-round outdoor recreation. As such, it will provide residents with a quality open space environment as well as a range of self-contained recreational activities. The recreation and open space areas planned for this community, besides providing areas of

human interaction, will provide physical separation, buffer zones and transition between areas of urbanization.

Retention areas that are designed for recreational use must have at least fifteen percent of the basin elevated above a 10-year floodwater surface elevation. All open space not improved for recreational use will be landscaped, according to an approved, water-conserving, final landscape plan. Finally, each dwelling unit should be within 1,000 feet of recreational facilities.

This community embraces these standards. The portions of this PUD owned by El Dorado Arizona Farms LLC and Langley Arizona Farms 150 LLC target fifteen percent (15%) or 106 acres of their residential area of the property as open space. The proposed open space system focuses on several integral interconnected components that are discussed as follows.

The primary open space includes greenways along the primary collector roads and between development parcels that provide connectivity throughout the development, and buffer areas along the arterial roadways, which contain sidewalks and landscaping. Please refer to *Exhibit G: Conceptual Parks, Trails and Open Space Plan*. A linear park with path within the electric easement that runs parallel to the Copper Basin Railroad is also being proposed for this project. This linear park would provide a buffer between the residential areas of the project and the existing railroad and electric lines along the western boundary of this property.

Secondary open space areas will be included within the development parcels and may consist of pocket parks, landscaped tracts along local streets, common areas, entry monuments and trails or paths. These open space areas would be identified on future plats.

Residents of this community will also be able to use the proposed 20-acre community park that is proposed within the Arizona Farms West PUD.

Within the development parcels there will be smaller scale neighborhood parks or pocket parks. These parks will be approximately 2,500 square feet to 2 acres in size and will offer recreational opportunities to those living within a ¼ mile radius. They will be visually accessible and may contain play equipment, benches, paths, grass and other landscaping.

Greenways are open space corridors that allow all residents to move easily and safely throughout the community in a pleasurable environment. They have been designed such that they serve as open space links, providing strong non-vehicular connections between all the residential, recreational, educational and commercial components of the community. The greenways consist of landscaping, a paved multi-use path (minimum width of 8 feet) that may be used by pedestrians and cyclists, sitting areas and community gathering areas.

It should be noted that the homeowner’s association established for this community will be responsible for maintaining all enriched pavement treatments, all open space areas and all landscaping. The homeowner’s association will maintain such areas as regulated through the Covenants, Conditions and Restrictions for each parcel. A master homeowner’s association will be established and will be responsible for maintaining the privately-owned open space areas within the project.

A final landscape plan, wall plan, and amenity plan, meeting the approval of the Town of Florence will be submitted prior to the approval of any final subdivision plats for this development.

d. Public Services and Education

This community will generate the need for services, including a site for a police and fire station. At this time, a 5-acre site has been designated for future municipal services and is identified on *Exhibit F: Conceptual Development Plan*. A 14-acre elementary school site is proposed within Arizona Farms West PUD, and if constructed, students within this PUD should be able to attend this school.

TABLE 1: LAND USE AND ZONING TABLE			
PARCEL	PROPOSED DISTRICT	PRIMARY LAND USE	GROSS ACREAGE
A	RM	Single Family Residential	25
B	RM	Single Family Residential	25
C*	C/E	Commercial/Employment	7.5
D*	C/E	Commercial/Employment	13.5

E	RH	Multi-Family Residential	10.6
F	RM	Single Family Residential	25.1
G	RM	Single Family Residential	29
H	RML	Single Family Residential	34
I	RM	Single Family Residential	26
J	RML	Single Family Residential	29
K	RML	Single Family Residential	30
L	RM	Single Family Residential	29
M	RM	Single Family Residential	34
N	RMH	S.F. Detached or Attached Residential	43
O	RMH	S.F. Detached or Attached Residential	28
P	RMH	S.F. Detached or Attached Residential	25
Q	RMH	S.F. Detached or Attached Residential	32
R	RMH	S.F. Detached or Attached Residential	30
S	RH	Multi-Family Residential	27
T	C/E	Commercial/Employment	40
U	C/E	Commercial/Employment	16
V	RH	Multi-Family Residential	16
W	RMH	S.F. Detached or Attached Residential	28
X	RMH	S.F. Detached or Attached Residential	28
Y	RMH	Public Safety Facility	5
Z	RMH	S.F. Detached or Attached Residential	24
AA	RMH	S.F. Detached or Attached Residential	38
BB	RMH	S.F. Detached or Attached Residential	27
CC	RMH	S.F. Detached or Attached Residential	21
DD	RMH	S.F. Detached or Attached Residential	24
EE	RMH	S.F. Detached or Attached Residential	28
		TOTAL	797.7

*Parcels C and D have an alternate land use of residential (any residential district as defined herein).

IV. SERVICES/INFRASTRUCTURE

A. WATER

Water will be provided by Johnson Utilities Company (JUC) or its successor. The owner/developer will work with JUC to analyze the existing water system and determine the infrastructure that would be required to serve the property at build-out condition. All plans prepared will be subject to the review and approval of JUC and/or the Town of Florence, depending on the scenario chosen.

B. WASTEWATER

Wastewater collection and treatment will be provided by Johnson Utilities Company (JUC) or its successor. The owner/developer will work with JUC to analyze the existing wastewater system and determine the infrastructure that would be required to serve the property at build-out condition. All plans prepared will be subject to the review and approval of JUC and/or the Town of Florence, depending on the scenario chosen.

C. ELECTRIC

Electric power for this site will be provided by either Salt River Project (SRP) or by Arizona Public Service (APS). The owner/developer will work with SRP or APS to analyze the existing power system and determine the infrastructure that would be required to serve the property at build-out condition. All plans prepared will be subject to the review and approval of both SRP or APS (depending on the ultimate provider) and the Town of Florence.

D. OTHER UTILITIES AND SERVICES

The following public utilities and service providers will serve the site:

Telephone	CenturyLink
Police Protection.....	Town of Florence
Fire Protection	Town of Florence
Solid Waste Handling	Town of Florence

E. EDUCATIONAL FACILITIES

The property is located within the boundaries of the Florence Unified School District. Walker Butte K-8 School is located in Johnson Ranch and Anthem K-8

School is located within the Anthem project. Students would have the option of attending either Poston Butte High School or Florence High School. The property owner will meet with representatives from the Florence Unified School District to determine the future needs of the district and arrive at a preliminary understanding of how the future students residing within the subject property might have their educational needs met. As has been previously discussed, the owner intends to provide a parcel of land for a future elementary school site as part of the Arizona Farms West PUD.

F. VEHICULAR ACCESS

The primary access to the property will be via Arizona Farms Road, Felix Road and Heritage Road. According to the Coolidge – Florence Regional Transportation Plan (April 2008), Arizona Farms Road is designated as a Major Arterial road with a future right-of-way width of 150 feet (75 feet of half right-of-way). As previously discussed, a 400-foot corridor has been located within this property to allow for the North-South Freeway. The property will be easily accessible via the future traffic interchange at Arizona Farms Road. As such, the development vision for the property respects the hierarchy of roadways that are shown in the Circulation Element of the General Plan. Please refer to *Exhibit H: Street Sections*.

An internal major collector roadway system will collect traffic from the development parcels and convey it primarily to Arizona Farms Road, the arterial roadway adjacent to the northern boundary of the site. This road will be constructed to the standards of the Town of Florence. Major collector roadways will have a minimum right-of-way width of 80 feet. Minor collector roads will have a minimum right-of-way width of 60 feet.

Local streets will be constructed within the development parcels to provide for internal circulation. These streets will provide direct access to all residential lots within the PUD. These streets may be public or private, but in either case will be constructed in accordance with Town standards. If public, these streets will be owned and maintained by the Town. If private, the streets will be owned and maintained by an HOA to be established in the future. The Town of Florence retains the discretion to approve or disapprove private streets. The minimum right-of-way width of local streets will be 50 feet. Parcels C, D and E, if developed as patio homes, will have private streets with a width of 24 feet and no parking will be allowed on these streets.

A Traffic Impact Analysis (TIA) will be prepared in accordance with current Town of Florence TIA Guidelines and submitted at the time of preliminary plat or site plan review. This analysis will determine final roadway classifications and the nature and timing of arterial roadway improvements that are required for the development of this property.

G. SURFACE GRADING AND DRAINAGE

In accordance with the requirements of the Town of Florence, this project will propose provisions for storm or floodwater runoff channels and basins, and all provisions for drainage control will comply with the regulations of the Town. The proposed improvements will be designed to provide for the health, safety and welfare of the present and future population of the area.

The grading and drainage concept for this project will be developed at the time of preliminary plat or site plan preparation. Final drainage reports and plans, meeting the approval of the Town Engineer, are required prior to the approval of any Final Subdivisions Plats or Development Plans for this project.

On site retention basins will be designed to accommodate runoff during a 100-year storm event and whenever possible to serve the dual designed purpose of useable open space. Where possible, the retention basins will be landscaped and designed to a maximum ponding depth of 3 feet with a maximum side slope where possible of 4:1. Offsite storm drainage will be accommodated through professionally designed water conveyance systems, including landscaped drainage channels.

H. MAINTENANCE OF STREETS AND COMMON AREAS

The streets within the community may be public or private, subject to the review and approval of the Town of Florence. Public streets will be constructed to the standards of the Town of Florence within right-of-way dedicated to the public. Once accepted by the Town of Florence, the Town would be responsible for maintenance of public streets. Parks, open space and other common areas will be built and maintained by the Arizona Farms Master HOA.

V. DEVELOPMENT REQUIREMENTS

A. PURPOSE AND INTENT

The development requirements established herein serve as the primary mechanism for implementation of the land uses for this PUD. These development requirements provide an appropriate amount of flexibility to anticipate future needs and compatibility between land uses. The Arizona Farms East PUD promotes quality design and diversity of uses and thereby ensures a high quality of development within the Town of Florence.

This section outlines the land use districts that are part of this PUD and which have been specifically designed for this PUD. These districts supersede the

zoning districts and associated standards defined within the Town of Florence Zoning Code.

For the purpose of this PUD, the following land use districts are hereby established:

- Residential Medium-Low (RML)
- Residential Medium (RM)
- Residential Medium High (RMH)
- Residential High (RH)
- Commercial/Employment (C/E)

B. GENERAL PROVISIONS

1. All construction and development within the PUD area shall be in conformance with this PUD and shall comply with applicable provisions of the Development Code of the Town of Florence and the various related mechanical, electrical, plumbing codes, fire code, grading and excavation code and the subdivision codes as adopted by the Town of Florence and the State of Arizona.
2. CC&Rs for this PUD, to be administered and regulated by the developer, will be created prior to the issuance of building permits.
3. This PUD shall fully comply with the site/design plan review process of the Town of Florence and all residential products will also be subject to the Design Review process of the Town of Florence.
4. Agricultural uses shall be permitted on the property until such time that a specific site plan and associated improvement plans are approved. Agricultural uses may continue on the property in areas that are not being developed.
5. To ensure the orderly growth of the community, it is understood that minor modifications to the boundaries and acreage of development parcels (as shown on *Exhibit F1: Conceptual Development Plan*) or adjustments because of final road alignments or grading/hydrology hazards specified by the Town of Florence will occur during technical refinements in the preliminary plat process and shall not require an amendment to the PUD.
6. Utility uses, including but not limited to, sewer lift stations, water booster pumps, utility lines, electric substations, are permitted in all zones as established by this PUD.

7. Parks and schools (public, private or charter) are permitted uses in all zoning districts established herein. These uses may be relocated anywhere within the Arizona Farms property (West or East) via a Minor Amendment to the PUD, subject to the review and approval of the Planning Director and applicable public disclosure.
8. Municipal uses, including police and fire stations, are permitted in all zoning districts established herein. This project has designated 5-acres for a future public safety facility. The location of this site is conceptually shown on *Exhibit F1: Conceptual Development Plan*; however, the location of this site may change in accordance with the provisions set forth in Section VII, D. Amendments of this PUD.
9. Prior to approval of any site plan, comprehensive sign guidelines must be submitted for individual commercial or office parcels. The guidelines will include requirements for sign heights, areas, size, color, logos, lighting, materials, and other significant elements.
10. Open spaces within each parcel will be constructed and completed prior to issuance of occupancy permits unless the parcel is phased. The respective HOA will maintain such areas as regulated through the CC&Rs for each parcel.
11. A relocation of any open space element as shown on *Exhibit G: Conceptual Parks, Trails and Open Space Plan* is permitted via a Minor Amendment in accordance with the provisions set forth in Section VII, D, Amendments of this PUD.
12. A Master HOA will be established and will be responsible for maintaining all open space areas.
13. The future design of the public safety facility will be in accordance with the standards and requirements of the applicable Town departments. The ultimate location of the site is subject to the future needs of the community and the Town of Florence. Public safety facilities are permitted within any of the land use districts established by this PUD.
14. The dimensions of the commercial development parcels, as shown on *Exhibit F1: Conceptual Development Plan*, may change provided that the total acreage of the development parcels as shown does not increase.
15. An addition to the permitted uses in any district is allowable provided that the proposed uses remain in harmony with the overall intent of this

PUD and the herein established uses, meets applicable regulations of the Town Code, and meets the approval of the Planning Director. Any appeal of the Planning Director's approvals or disapprovals of land uses will be made to the Planning and Zoning Commission and Town Council.

16. Any significant changes to this PUD, as determined by the Planning Director, will require a Major Amendment to the PUD as defined herein Section VII Implementation, D. Amendments. This Major Amendment would need to be reviewed by Town staff and reviewed and approved by the Planning and Zoning Commission and Town Council.
17. Public Utility Easements (PUE) shall be per the determination of the Town Engineer.
18. Improvements within a Public Utility Easement (PUE) shall be limited and subject to applicable codes and ordinances.
19. Development standards not stated herein for the land use districts in this PUD will be as per the nearest comparable zoning districts and per Town Code.
20. Property owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. 12-1134].
21. Property owners/developer/builder shall be responsible for all required on-site and off-site improvements related to this project, to include, but not be limited to, half street improvements adjacent to their project boundaries and full roadway improvements within the project. The extent of all on-site and off-site improvements, as well as the phasing of such, to be subject to further Town Engineer and Planning Department review and approval of development plans, engineering reports, traffic impact reports and subdivisions.
22. Right-of-way dedications and roadway development standards subject to final review and approval of the Town Engineer. The right-of-way widths shown herein are subject to change based on future traffic impact analysis.
23. Final plans for grading, drainage, infrastructure phasing, right-of-way dedications, roadway improvements, signalization, water plans and sewer plans are subject to the review and approval of the Town Engineer.
24. Developer to provide a master grading report, drainage report, water report, sewer report, traffic impact analysis (TIA) and any other

associated development reports to the Town Engineer for review and approval upon the submittal of the first Preliminary Plat.

25. If a portion of the project is gated, internal roadways shall be considered private and will be owned and maintained to Town standards by the development's homeowner's association. The Town shall be granted an easement over any and all private roadways for the purpose of providing Town services.
26. Additional collector roadways and/or roadway connectivity to adjacent properties may be required upon review of future development plans and plats for the subject site.
27. All future development of the site shall be subject to the Town's Design Review process, which shall consider, amongst other things, site design, architectural designs, public art, building materials, lighting, parking, landscaping, site furniture, bicycle racks, parking, grading, drainage, and access, circulation, building colors, signage, building locations, buffering, sanitation, walls, fire protection and compatibility with surrounding properties. The project development theme shall be in keeping with the Community Character Element of the Town of Florence 2020 General Plan. It is noted that the preliminary development standards provided in this PUD book are minimum standards and the theme and character of the development will be more accurately portrayed in subsequent Design Review submittals.
28. Municipal land dedications for the 5-acre public safety facility and any other approved uses shall be in accordance with the Pre-Annexation Development Agreement for El Dorado Arizona Farms, Inc. The location and phasing of such dedications and improvements shall be further refined as development plans (subdivision plats and site plans) proceed for the project.
29. The portions of this PUD owned by El Dorado Arizona Farms, LLC and Langley Arizona Farms 150 LLC shall provide a minimum of 15% of their gross residential area of the property as open space.
30. Parcels C, D and E as shown on *Exhibit F1: Conceptual Development Plan* are part of this PUD, but will be developed independently from the rest of the PUD. These parcels shall, on their own, provide open space with recreational amenities separately from the rest of the property within the PUD. The parcels will also have separate CC&Rs and a separate Homeowner's Association.

31. The primary land uses for Parcels C and D as shown on *Exhibit F1: Conceptual Development Plan* are those listed in the Commercial/Employment (C/E) district described herein; however, these parcels have an alternate land use of residential (any residential district established herein).

C. DEVELOPMENT STANDARDS

1. RESIDENTIAL MEDIUM-LOW (RML)

This land use district provides for areas that will primarily contain detached, single family residential units, open space and recreation areas, and other directly related complementary uses. The maximum density for this district is 3.5 dwelling units per gross acre.

a. Primary Permitted Uses

- Dwelling, single-family.
- Accessory buildings, structures and uses (as per Town Code).
- Park, open space, playground and community/Town owned buildings.
- Public, private or charter schools.
- Public Safety Facility.
- Model home complex (with Town administrative reviews and approvals).
- Church or religious facility.
- Temporary uses (as per Town code).

b. Conditionally Permitted Uses

The following uses may be permitted subject to a Conditional Use Permit (as per Town Code):

- Golf course (except miniature course or practice driving tee operated for commercial purpose), including clubhouse and service facilities which are intended to primarily serve golf course uses and are no closer than 300 feet to any exterior boundary of the golf course, except that the facilities shall have direct access from a collector or arterial street, or a highway, from which they shall be a distance of at least 50 feet.
- Guest quarters/casita.
- Small-scale family daycare (maximum of 7 children).

c. *Development Standards*

Minimum Lot Area:	6,500 square feet
Minimum Lot Width:	55 feet
Minimum Lot Depth:	120 feet
Maximum Height:	30 feet/2 stories
Minimum Front Setback:	15 feet to livable/side entry garage. 20 feet to front loaded garage.
Minimum Rear Setback:	12 feet
Minimum Interior Side Setback:	5 feet
Minimum Street Side Setback:	15 feet (5' if adjacent to 10' open space tract).
Maximum Lot Coverage:	50%

2. **RESIDENTIAL MEDIUM (RM)**

This land use district provides for areas that may primarily contain single family detached residential units, as well as open space and recreation areas, and other directly related complementary uses. The maximum density for this district is 5.5 dwelling units per gross acre.

a. *Primary Permitted Uses*

- Dwelling, single-family.
- Accessory buildings, structures and uses (as per Town Code).
- Park, open space, playground and community/Town owned buildings.
- Public, private or charter schools.
- Public Safety Facility.
- Model home complex (with Town administrative reviews and approvals).
- Church or religious facility.
- Temporary uses (as per Town code).

b. *Conditionally Permitted Uses*

The following uses may be permitted subject to a Conditional Use Permit (as per Town Code):

- Golf course (except miniature course or practice driving tee operated for commercial purpose), including clubhouse and service facilities which are intended to primarily serve golf course uses and are no closer than 300 feet to any exterior boundary of the golf course, except that the facilities shall have direct access from a collector or arterial street, or a highway, from which they shall be a distance of at least 50 feet.
- Guest quarters/casita.
- Small-scale family daycare (maximum of 7 children).

c. Development Standards

Minimum Lot Area:	4,500 square feet
Minimum Lot Width:	45 feet
Minimum Lot Depth:	100 feet
Maximum Height:	30 feet/2 stories
Minimum Front Setback:	15 feet to livable/side entry garage. 20 feet to front loaded garage.
Minimum Rear Setback:	12 feet
Minimum Interior Side Setback:	5 feet
Minimum Street Side Setback:	15 feet (5' if adjacent to 10' open space tract).
Maximum Lot Coverage:	55%

3. RESIDENTIAL MEDIUM HIGH (RMH)

This land use district provides for areas that may primarily contain both detached and attached residential units, as well as open space and recreation areas, and other directly related complementary uses. The maximum density for this district is 10 dwelling units per gross acre.

a. Primary Permitted Uses

- Dwelling, single-family.
- Accessory buildings, structures and uses (as per Town Code).
- Park, open space, playground and community/Town owned buildings.
- Public, private or charter schools.
- Public Safety Facility.

- Model home complex (with Town administrative reviews and approvals).
- Church or religious facility.
- Temporary uses (as per Town code).

b. Conditionally Permitted Uses

The following uses may be permitted subject to a Conditional Use Permit (as per Town Code):

- Golf course (except miniature course or practice driving tee operated for commercial purpose), including clubhouse and service facilities which are intended to primarily serve golf course uses and are no closer than 300 feet to any exterior boundary of the golf course, except that the facilities shall have direct access from a collector or arterial street, or a highway, from which they shall be a distance of at least 50 feet.
- Guest quarters/casita.
- Small-scale family daycare (maximum of 7 children).

c. Development Standards – Detached Residential Unit

Minimum Lot Area:	4,500 square feet
Minimum Lot Width:	45 feet
Minimum Lot Depth:	100 feet
Maximum Height:	30 feet/2 stories
Minimum Front Setback:	15 feet to livable/side entry garage. 20 feet to front loaded garage.
Minimum Rear Setback:	12 feet
Minimum Interior Side Setback:	5 feet
Minimum Street Side Setback:	15 feet (5' if adjacent to 10' open space tract).
Maximum Lot Coverage:	55%

d. Development Standards – Attached Residential Unit

Maximum Density:	10 dwelling units per net acre of development parcel
Minimum Perimeter Setback (around each building):	20 feet

Minimum Open Space:	15% of development parcel area
Minimum Distance Between Buildings:	20 feet (0 feet where attached)
Maximum Building Height:	35 feet/3 stories

4. RESIDENTIAL HIGH (RH)

This land use district provides for higher density development in areas located adjacent to future arterial roadways. This land use will provide a buffer between the less dense residential areas in the community and the arterial roadways. The maximum density for this district is 18 dwelling units per gross acre.

a. Primary Permitted Uses

- Any use permitted in Residential Medium High (as defined herein).
- Apartments, duplex, triplex, condominium and townhomes.
- Accessory buildings, structures and uses (as per Town Code)
- Park, open space, playground and community/Town owned buildings.
- Public, private or charter schools.
- Model home complex (with Town administrative reviews and approvals).
- Temporary uses (as per Town code).

b. Development Standards

Minimum Lot Area Per Unit:	3,000 square feet
Minimum Perimeter Setback	20 feet
Minimum Open Space:	15% of development parcel area
Minimum Distance Between Buildings:	10 feet (0 feet where attached)
Maximum Building Height:	35 feet/3 stories
Maximum Lot Coverage:	50%
Minimum Front Setback:	15 feet
Minimum Rear Setback:	15 feet
Minimum Interior Side Setback:	5 feet
Minimum Street Side Setback:	15 feet

c. *Transitional Standards*

Where a Residential High (RH) District adjoins a Residential Medium High (RMH), Residential Medium (RM), or Residential Medium Low (RML) District, the following standards apply:

1. The maximum height within 30 feet of an RMH, RM, or RML District is 25 feet.
2. The building setback from an RMH, RM, or RML District boundary shall be 20 feet.

d. *Development Standards for Parcel E (and Parcels C and D if developed as residential with patio homes)*

Minimum Lot Size:	3,800 square feet
Minimum Lot Width:	32 feet
Minimum Lot Depth:	124 feet
Minimum Front Setback:	21 feet
Minimum Rear Setback (livable):	20 feet
Minimum Rear Setback (patio):	10 feet
Minimum Side Setback:	0 feet/5 feet
Minimum Separation between Buildings:	10 feet.
Maximum Building Height:	35 feet/3 stories
Minimum Open Space:	6% (Parcels C, D and E are required to provide open space independently from the rest of the PUD).

Note: Gated access is permitted; front facing garages are permitted and perimeter landscaping shall consist of a minimum of 10 gallon trees planted 15 feet on center.

5. COMMERCIAL/EMPLOYMENT (C/E)

This zone is intended to provide for the commercial services demanded by not only the future residents of this community, but also those living or visiting the regional area. This commercial zoning district is intended to provide for general business and commercial uses in locations which are suitable and appropriate, taking into consideration existing conditions, future land use needs and the availability of public services. The intent of this zoning district is to allow commercial uses to satisfy the needs of the community while providing for a broad range of commercial activities.

The primary land uses for Parcels C and D as shown on *Exhibit F1: Conceptual Development Plan* are those listed in the Commercial/Employment (C/E) district described herein; however, these parcels have an alternate land use of residential (any residential district established herein).

TABLE 2: ALLOWED USES WITHIN COMMERCIAL/EMPLOYMENT PARCELS	
LAND USE	
Accessory Buildings	A
Adult Use (Sexually Oriented Businesses)	N
Ambulance Service Facility (1)	N
Amusement facilities including arcade, miniature golf, batting cages, go-cart tracks and similar uses.	N
Animal Hospital/Clinic within an enclosed building	P
Animal Hospital/Clinic with outdoor kennels/boarding	C
Appliance, Furniture, & Household Equipment Sales and Rentals	P
Appliance Repair	A
Art Gallery	P
Assembly within an enclosed building	P
Assisted and Senior Living	P
Auto Auction	N
Auto Parts & Accessory Store	P
Auto Sound System Installation, Glass Tinting & similar uses	P
Automatic Teller Machine (ATM)	P
Automobile, Boat, R.V, or Motorcycle, Outdoor Sales & Rental	C
Automobile & Boat & Trailer Storage Facility	C
Automobile, Sale of New or Used	C
Automobile Rental Facility	P
Automobile Service Station including repairs, paint and body shops	C
Bakery & Baked Goods, Retail Sales	P
Banks, Financial Institutions and Lending Institutions	P
Bar, Tavern, Lounge or Establishment that sells alcoholic beverages	P
Barber Shop, Beauty Parlor, Nail Salon, Tanning Salon	P
Bed & Breakfast (1)	C
Billiards Parlor < 5,000 square feet	P
Blacksmith Shops	N
Boat & RV Repair	C
Book, Stationery & Greeting Card Store	P
Bulk Fuel Sales and Storage	N
Bus Terminals	A
Business, Technical or Vocational Schools or Colleges	P
Cabinet & Carpentry Shop	C
Car Wash, Automated or Self-Service	C
Carpet and Floor Covering Store	P
Check Cashing/Deferred Presentment Facilities (6)	N
Child Care Centers or Pre-School Centers	C
Coffee Shop	P

College or University, Public/Private/Charter Schools, Educational	P
Commercial Kennels, Indoor Only	A
Commercial Kennels, Outdoor	N
Community Center	C
Contractors Office Equipment Yard, including outdoor storage of construction equipment and materials (3)	A
Custom Dressmaking, Furrier, Millinery or Tailor Shop	P
Daycare Center, Nursery	P
Delicatessen and Catering Establishment	P
Department Store and Specialty Retail	P
Drive-thru facilities	C
Drug Store	P
Dry Cleaning with Processing	C
Dry Cleaning without Processing	P
Dwelling (residential) for sale or lease	P
Emergency Medical Care/Response Facility (1)	N
Employment Agencies, not including Day Labor Hiring Centers	P
Emissions Testing Facility	N
Environmental Remediation Facility	C
Equipment Sales, Rental and Storage Yard (3,4)	N
Farmers Market	C
Florist	P
Freeway Service Facility	C
Gas Service Station	P
Golf Courses, incl. golf clubs and maintenance facilities	N
Grocery Store, Supermarket	P
Group Care Facility or Community Residential Facility (1)	C
Hardware Store	P
Hardware Store with outdoor storage	P
Health & Exercise Club	P
Heavy Manufacturing	N
Hobby, Stamp and Coin Shop	P
Home Improvement Store	P
Home Improvement Store with outdoor storage	P
Hospital - Heliport (1)	C
Hospitals and Outpatient Clinics (1)	P
Hotel or Motel	C
Household, sickroom or office equipment rental and sales	C
Indoor Commercial Recreation/Entertainment incl. Bowling Alleys. Ice & Roller Skating Rinks, Pool &. Dance Halls & similar uses, excluding Adult Uses, Taverns, Bars and Lounges	P
Laundry, max 25 machines	P
Laundry, more than 25 machines	C
Libraries, Museums and Cultural Centers	P
Locksmith	P

Machine Shops	N
Manufactured Home Sales, New	N
Manufacturing, Light	C
Manufacturing within an enclosed building	C
Medical, Dental, Optician or Health, Clinics, Laboratories or Offices	P
Mini-storage warehouses, RV, Boat and Trailer Storage	P
Mobile Homes Sales	N
Monument Sales and Engraving Shop	N
Motion Picture Production	P
Movie Theatres, excluding drive-in theaters	p
Moving Company Storage & Transfer Facility	N
Night Watchman Quarters	A
Nursery, Retail (4)	P
Nursery, Wholesale	C
Office, Business, Professional, Semi-Professional and Governmental	P
Office Supply & Machine Sales & Service	P
Optician, limited to prescription work only	P
Outdoor Recreation Facility/Entertainment incl. Miniature Golf Courses, Paintball, Go-Cart track and similar uses	C
Outdoor Sales and Display Area (2,4)	A
Outdoor Storage Yard (4)	N
Parcel Delivery Service	A
Park, Playground and Community Buildings	P
Parking Structure	C
Pest Control Service	N
Pawn Shop	N
Pet Grooming Shop	P
Pet Shop	P
Pharmacy	P
Photographic Developing and Printing	P
Photographic Studio	P
Plumbing, Heating & Air Conditioning Sales & Service	C
Printing & Publishing Facilities and Blueprint Shop	C
Printing Shop and Copy Center	C
Private Club or Lodge < 5,000 SF	P
Professional, administrative	P
Public, Private or Parochial Schools	P
Public or Institutional Buildings and Facilities	P
Public Service or Utility Installation (2)	A
Radio and Television Sales and Service	P
Rail and Motor Freight Terminals & Facilities	N
Railroad shops & similar heavy service facilities	N
Recycling Collection Point	N
Renewable energy/solar facilities	P

Resort	P
Restaurant	P
Restaurant, with drive-thru or drive-in (1)	P
Restaurant, without entertainment, without serving alcohol or drive thru	P
Retail	P
Retail, Big Box	P
Retail, decorative rock sales	N
Retail, Liquor Store	C
Retail Sales (General) and Direct Sales of Merchandise, Indoor with drive-thru (1)	C
Retail Sales (General) and Direct Sales of Merchandise, Indoor without drive-thru (1)	P
Retail Sales of Lumber &, Building Materials	A
Sales & Storage of grain, feed, seed, fertilizer, farm & garden supplies (3)	C
School Bus Parking and Maintenance	N
Service Bays Loading Docks	A
Social Service Facilities	N
Studio	A
Surface Parking Lots	A
Tattoo & Body Piercing Studio	C
Telephone Answering Service	P
Temporary Sales and Displays	A
Theater, Indoor	P
Thrift Store, Second Hand Store	P
Tire Sales, Repair and Mounting	C
Transformer Stations & sub-stations, gas pumping plants	P
Truck Stop, incl. wash	N
Upholstery Shop	P
Vehicular Motor Sports Facilities	N
Video Rental Store	P
Watch & Clock Repair Shop	P
Water & Ice Store	P
Water Production, Storage and Treatment, Public	P
Water Reclamation Facility	P
Welding Shop	N
Wholesale Produce Storage or Market	C
Wholesale Sales of Finished Goods	C
Wholesaling/distribution within an enclosed building	C
Wholesaling, warehousing, distributing, repair, rental & servicing of any commodity excluding live animals, explosives & storage of flammable liquids & gases (1)	N
Wireless Communication Facilities under 28' (1)	P
Wireless Communication Facilities over 28' (1)	C

P = Permitted Use.

C = Permitted Conditional Use. Conditional Use Permit Required.

A = Permitted as an Accessory Use only; not permitted as a Primary Use.

N = Non-Permitted Use.

(1) Subject to special limitations per Town of Florence Development Code.

(2) No industrial or manufacturing uses will be allowed except as indicated in the above table.

(3) Outdoor sales on nursery stock, lawn furniture and home garden supplies when developed in integral relation to the planned complex and screened from view from any street.

(4) High lift jacks, scissor lifts shall not be stored in the upright position.

a. Development Standards

Minimum Lot Area:	None
Maximum Height:	45 feet/3 stories
Minimum Front Setback:	25 feet
Minimum Rear Setback:	25 feet
Maximum Lot Coverage:	60%
Minimum Distance Between Buildings:	20 feet/0 feet where attached
Minimum Setback Adjacent to Any Residential Property Line:	50 feet

b. Off-Street Parking

The provisions of the Town of Florence Development Code shall apply.

c. Other Development Standards

(1) General Architectural Requirements. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted or roof mounted, shall be screened from public view and designed to appear as an integral part of the building.

- (2) Building Elevations. All building elevations that face a public street or are adjacent to residential uses or zoning districts, shall have an architectural design.
- (3) Buildings and Group Commercial Development. Buildings in group commercial development including service stations, convenience stores, chain restaurants, auto maintenance facilities and similar uses should be designed in a compatible architectural style, and incorporate the same materials, colors and landscaping as the host development.

d. General Site Planning Requirements

Service and loading bays (car wash, automotive service, tires and the like) should be oriented away from adjacent residential zoning districts.

- (1) Drive-through windows should not face a public street;
- (2) Equipment such as, but not limited to, vending machines should be screened from street view and placed in an area designed for their use, as an integral part of the structure;
- (3) Open Space equivalent to 10% shall be required for group commercial development. Open space does not include parking areas.
- (4) Bicycle parking facilities will be provided and should be located near pedestrian spaces.

7. OPEN SPACE

The portions of this PUD owned by El Dorado Arizona Farms LLC and Langley Arizona Farms 150 LLC target fifteen percent (15%) or 106 acres of their residential area of the property as open space. For the purposes of this document, open space shall consist of the following:

- Parks (both those that may be owned by the HOA and the 20-acre community park located within the Arizona Farms West PUD to be owned and maintained by the Town of Florence).
- Trails and pathways.
- Landscaped bufferyards.
- Common areas maintained by the HOA.

- Active or passive recreational facilities.
- Landscaped or grass retention basins.
- Areas of entry monumentation.
- Linear park with path adjacent to Copper Basin Railroad right-of-way.

8. MUNICIPAL FACILITIES

This land use designation applies to the potential public safety facility of 5 acres. The location of this site is subject to relocation based on the future needs of the community and the Town of Florence. The future design of the police/fire station site would be in accordance with the standards and requirements of the applicable Town of Florence departments. Also, as the community develops, the developer, together with the Town of Florence, reserves the right to move or eliminate the public safety facility (if not needed) with an administrative Minor Amendment approval by the Planning Director and without a formal PUD Major Amendment through a public hearing process.

D. CONDITIONAL AND ACCESSORY USES – ADDITIONAL DEVELOPMENT STANDARDS

1. Purpose and Intent

Several potential uses within the PUD will require specific, tailored development standards unique to those uses. These uses are required to follow the development standards listed below which shall supplement the Town’s requirements for these uses. Uses not described herein shall follow the Town Code requirements.

2. Applicability

These Additional Development Standards are to be implemented with each proposed site plan, design review plan and/or subdivision plat as the community is developed. Each proposed subdivision plat or site plan must demonstrate compliance and the implementation of the use performance standards. The standards below supplement the special use provisions provided by the Town Code.

3. Additional Development Standards

a. Accessory Buildings/Outdoor Storage

Buildings, in addition to the primary use, that do not exceed two hundred (200) square feet in area or eight (8) feet in height are accessory buildings (e.g., freestanding garage, large sheds, workshops, etc.). Such buildings shall not be used for sleeping or living purposes, shall not have cooking facilities, are limited to the height of the existing residence, and must meet the setbacks for the district.

b. Home Occupations

Home occupations shall be in accordance with applicable Town codes and regulations.

c. Residential Sales Office

Temporary residential sales offices are permitted for the sale of homes being constructed on the premises for a period of time no longer than twenty-four (24) months in any one location. The applicant must prove a hardship exists warranting the extension of the sales office.

The sales office must obtain a temporary Certificate of Occupancy from the Florence Building Official.

Prior to the sale of any dwelling unit that has been used as a sales office; the dwelling unit shall be restored to comply with all applicable codes and ordinances.

E. GENERAL DEVELOPMENT STANDARDS

1. Projection Exceptions

Projection exceptions shall be in accordance with applicable regulations of the Town Code.

2. Height Limitations

Refer to Section V. Development Requirements of this PUD for height limitations.

3. Walls, Fences and Screening

In addition to the applicable regulations of the Town Code, the following standards are provided.

a. *Walls and Fences*

- (1) Residential land uses; walls within the front yard shall not exceed a height of three (3) feet. No fence or wall within or bounding the side or rear yard shall exceed a height of six (6) feet eight (8) inches, unless abutting a collector or arterial street, parkway, or commercial use, in which case the fence or wall may be constructed to a maximum height of eight (8) feet where approved by the Town. Under conditions where the retaining portion of the wall is necessary to adjust for discrepancies between finished grades on two adjacent lots, retaining walls may be constructed to a maximum height of three (3) feet, four (4) inches in addition to privacy wall and fence heights defined by this section.
- (2) No walls, buildings, landscaping or other obstructions to view in excess of three (3) feet in height shall be placed on any corner lot within a triangular area formed by the street right-of-way lines and a line connecting them at points thirty-three (33) feet from the intersection of the street right-of-way lines.
- (3) A building permit must be obtained prior to the installation of any wall or fence where such is required by Town Codes.
- (4) Parking areas shall be screened from street view by masonry walls or landscaped berms to a minimum height of three (3) feet above the adjacent finished grade (may be supplemented by up to twenty-five (25) percent intermittent landscaping).
- (5) The use of barbed or razor wire or similar shall be prohibited in all districts, except as approved by the Planning Director for secured utility site locations.

b. Screening

- (1) All roof mounted mechanical equipment shall be fully screened from view. The screening shall be architecturally consistent with the building.
- (2) All wall mounted equipment must be painted to match the building.
- (3) All ground mounted equipment must be fully screened from view.
- (4) All single family detached units shall have ground mounted air-conditioning units and cooling units.
- (5) The following uses and activities shall be screened as indicated:

TABLE 3. SCREENING STANDARDS		
ACCESSORY USE	MINIMUM HEIGHT OF SCREENING	METHOD OF SCREENING
Outdoor Storage of Materials and Equipment	6'	Masonry Wall
Parking Areas	3'	Masonry Wall or Landscaped Berm*
Trash Enclosures	5'	Masonry Wall
Loading and Delivery Bays	8'	Masonry Wall

*May be supplemented by up to 25% intermittent landscaping.

4. Lighting

In addition to the applicable regulations of the Town Code, the following standards are provided.

a. Site and Building Lighting

All lighting utilized for the external illumination of buildings, parking and outdoor uses shall be directed down and away from adjacent properties and streets, shall be designed not to exceed one (1) foot candle at the property line, and shall be designed to minimize glare. A photometric plan may be required by the

Planning Director to determine compliance with the noted standard.

Commercial lighting fixtures within 150 feet of a residential use shall maintain a maximum fixture height of fifteen (15) feet.

Commercial lighting fixtures within surface parking areas shall not exceed thirty five (35) feet in height and parking area must maintain an average illumination level of 0.5 foot candle.

b. Open Space Lighting

Outdoor lighting fixtures, in any land use, shall be arranged and shielded so that lighting shall not shine or reflect directly onto adjacent residential property. In cases of interpretations of consistency with this provision, such lighting shall be located, shielded or adjusted in intensity to be in conformance with standards as adopted by Town Council and on file with the Planning Department.

5. Swimming Pools

In addition to the applicable regulations of the Town Code, the following standards are provided.

- a. All outdoor swimming pools, whether public, private or commercial shall not be located within any required front yard.
- b. In any residential district, private swimming pools shall be located in the side or rear yards and shall not be any closer than five (5) feet from any side or rear property line and may not be located within any recorded easement. In case of a corner lot, a pool may not be located any closer than five (5) feet to the street side property line.

6. Accessory Uses and Structures

All accessory uses and structures shall be in accordance with applicable regulations of the Town Code.

F. PARKING AND LOADING STANDARDS

The intent of these regulations is to assure the adequate provision of parking and loading facilities for each land use within the PUD minimizing the potential

for user conflict and hazardous pedestrian/vehicular interaction. These standards shall supplement the provisions within the Town Code. Parking standards for uses not defined within the following tables and text shall conform to the standards as defined by the Town Code.

1. General Parking and Access Regulations

- a. All required parking spaces shall be located on the lot or a contiguous lot upon which the use is located.
- b. Where access to a parking lot or space is provided by an alley, the alley shall be paved to the nearest intersecting street.
- c. No part of any vehicle parked in the front yard of a single family or duplex residence lot shall extend over the back of sidewalk or a public right-of-way; nor shall any such vehicle be parked within the area formed by a ten-foot by ten-foot triangle as measured from the point of intersection of the back of sidewalk, or street curb where no sidewalk exists, and a side property line extended to the back of the sidewalk, or street curb where no sidewalk exists, when such side property line is within five (5) feet of a driveway or an improved parking surface located on an adjacent lot.
- d. All vehicular egress from parking lots to public right-of-way shall be by forward motion only, except in the case of single family through 4-plex residences fronting on a local street, private access way or drive.
- e. Tandem arrangement of required parking spaces is not permitted.

2. Improvements

- a. All parking areas and driveways shall have a surface of masonry, brick, concrete, asphalt, or any other form deemed appropriate by the Planning Director, except for temporary parking areas where a dust palliative treatment may be utilized.
- b. All off-street parking lots shall be screened from street view and landscaped in accordance with the PUD.

3. Required Parking and Loading

a. Required parking spaces required shall be per the following table:

TABLE 4. REQUIRED PARKING*	
LAND USES	MINIMUM REQUIRED PARKING
Single Family**	2 per unit (beyond garage parking)
Multifamily**(1)	Studio = 1 per unit 1 bedroom = 1.5 per unit 2 bedroom = 2 per unit 3 bedroom and up = 2 per unit 1 space guest parking per 10 units
Commercial/Retail: less than 250,000 sq. ft. (1)	3.5 spaces per 1,000 sq. ft. of gross floor area
Commercial/Retail: more than 250,000 sq. ft. (1)	4 spaces per 1,000 sq. ft. of gross floor area
Restaurants, Convenience Food (1)	1 space per 50 sq. ft. of serving/seating area indoor 1 space per 150 sq. ft. of patio
General Office (1)	4 spaces per 1,000 sq. ft. of gross floor area
Medical/Dental Office (1)	5 spaces per 1,000 sq. ft. of gross floor area
Mini-Warehousing/ RV Storage (1)	1 space per 50 units/ storage stalls; 2 per manager's apartment
Warehousing (1)	1 space per 1,400 sq. ft. of gross floor area
Public Assembly (1)	3 spaces per 1,000 sq. ft. of gross floor area
Religious Facility (1)	1 space per 5 seats; or 1 per 400 sq. ft. of classroom, assembly or meeting space

*The required parking for any use not listed in the table will be per Town Code. Refer to Town Code for parking area and maneuvering area design standards and requirements.

**First standard provided defines the required exclusive parking requirement.

(1) All off-street parking areas for multiple-family, commercial and professional office uses shall provide for accessible

parking facilities. Accessible parking shall be provided according to the ADA requirements and the Town Code.

G. SIGN STANDARDS

All signage for the Arizona Farms East PUD shall be subject to the Town's Design Review process. A Comprehensive Sign Plan shall be submitted and will be subject to the review and approval of the Planning and Zoning Commission.

In addition to the Town Code Sign Regulations, the following standards are provided. A comprehensive sign package will be submitted to the Town Planning and Zoning Commission for review and approval prior to subdivision or design review approvals.

1. General Sign Regulations

- a. Signage shall be consistent with the community theme and be kept visible at all times.
- b. All commercial and office land uses shall be required to provide signage with clear visibility and lighting. Signage shall display the business's name and a visible numerical street address.
- c. All signage shall be subject to the Planning and Zoning Commission future approved Arizona Farms Comprehensive Sign Plan Package. Individual sign requests will be subsequently subject to the approved Comprehensive Sign Plan Package and applicable Planning and Zoning Commission approvals.

H. LANDSCAPE STANDARDS

All landscape plans for the project are subject to the review and approval of the Planning Department. Parks, trails, paths and open space areas to be developed to standards set forth in the Town's Parks, Trails, and Open Space Master Plan.

In addition to Town Code Landscape Standards, the following standards are provided.

1. Entry Monumentation and Theme Walls

Entry monumentation and theme walls create the initial impression and overall theme for the community. They are the first elements viewed by residents and their guests. The actual color, material selection and other details of entry monumentation and theme walls will be outlined in a

Master Wall and Entry Monument Plan to be submitted later in the development process.

Entry monumentation and theme walls shall provide enhanced landscaping, colorful plants and monumentation in order to provide greater visual impact at primary entrances and open spaces.

Theme walls shall be placed adjacent to collector or arterial streets and areas of open space. Combined with the decorative landscaping, theme walls shall further personify arrival into the community. View walls are encouraged in areas where lots back onto open spaces and parks, increasing the visual enjoyment of the open spaces and overall safety of the community.

2. General Landscape Design Standards

- a. All public landscaping shall be subject to the Planning and Zoning Department's future approved Arizona Farms Comprehensive Landscape Plan Package. Within the Comprehensive Landscape Plan Package specific details on plant palettes, design, and requirements will be outlined for the community.
- b. All retention areas shall maintain slopes no steeper than 4:1 when adjacent to public rights-of-way or when there is pedestrian type access to that portion of the basin, subject to the review and approval of the Town Engineer.
- c. All parking areas shall incorporate the following landscape elements:
 - (1) Landscape islands to separate rows of parking of more than fifteen (15) parking spaces;
 - (2) Each landscape island shall be a minimum of four (4) feet in total width including curbing and be no more than seventy-five (75) percent of the length of the parking stalls, and;
 - (3) A minimum of thirty (30) percent of each of the landscaped islands are to be planted with vegetative ground cover. Minimum size to be one (1) gallon size plants. A minimum of (1) one fifteen (15) gallon tree shall also be planted within each landscape island.

- d. Where multi-family, commercial or professional office land uses are adjacent to any residential development area, trees shall be planted a minimum twenty-five (25) lineal feet, with every tree being a minimum twenty-four (24) inch box size. Twenty-four (24) inch box trees shall be placed at entryways. Additional buffering is subject to Town review.
- e. Low water use plants of a desert landscape palette shall be encouraged throughout the community and further outlined within the Comprehensive Landscape Package.
- f. Turf restrictions should be encouraged through out all land uses except in areas for public recreational purposes. Turf is permitted anywhere on a single-family residential lot, provided that the total area of turf does not exceed 10% of the gross lot area.
- g. All fifteen (15) gallon trees should be a minimum of six (6) feet in height, three (3) feet in spread and one (1) inch trunk caliper at the ground level.
- h. All twenty-four (24) inch box and larger trees should be a minimum of eight (8) feet in height, five (5) feet in spread and one and one-half (1.5) inch trunk caliper at the ground level.
- i. Signage shall be consistent with the overall community theme and be kept visible at all times.
- j. Entry monumentation shall be consistent with the community wall theme and help create a unifying atmosphere for the community.

3. Open Space

a. Purpose and Intent

The open space standards implement the *Exhibit G: Conceptual Parks, Trails & Open Space Plan*. The standards below provide the regulatory standards affiliated with the development and preservation of open space within the project.

The Conceptual Parks, Trails & Open Space Plan proposes a network of community multi-use trails enhancing recreational opportunities and promoting an alternative means of mobility, other than the automobile, throughout the community. The

proposed trails will be planned to accommodate pedestrian and bicycle access between residential neighborhoods, retail and employment areas, the schools site (if needed on the property) and open space.

Additional open space acreage will be set aside during the platting stage for children's play areas and other open space areas. This area is intended to accommodate the recreational needs of the projected maximum number of dwelling units.

b. Applicability

The project open space standards are to be implemented incrementally with each proposed site plan and/or subdivision plat as the community is developed. Each proposed site plan or subdivision plat must demonstrate compliance and the incremental implementation of the illustrative open spaces as defined in *Exhibit G: Conceptual Parks, Trails and Open Space Plan*. Individual site plans or plats will not be subject to a minimum amount of open space but to achieving the intent of *Exhibit G: Conceptual Parks, Trails & Open Space Plan*.

c. Open Space Standards

- (1) The portions of this PUD owned by El Dorado Arizona Farms LLC and Langley Arizona Farms 150 LLC target fifteen percent (15%) or 106 acres of their residential area of the property as open space. The required open space shall include parks, multi-use trails, bike paths, retention basins, buffers, children's play areas or mini parks and other outdoor active and/or passive recreational improvements. This improved open space will be distributed throughout the community in accordance with *Exhibit G: Conceptual Parks, Trails and Open Space Plan*. This area may be evenly distributed among the development parcels, or highly concentrated in one or more areas to achieve preservation of specific features.
- (2) Concrete lined retention or drainage channels will not count towards open space requirements.
- (3) When retention areas are designed sharing recreational uses within the same spaces, children's play areas and recreational courts will remain above the 10-year storm

depth. Other recreational amenities may be located at the bottom of the retention basins.

- (4) Where soil conditions are conducive, dry wells shall be used for all retention basins. Dry wells will be located around the perimeter of retention basins, where feasible, as to not interfere with play fields. Use of dry wells shall be at the discretion of the Town Engineer.
- (5) All improved open space areas must be landscaped in accordance with the approved Arizona Department of Water Resources Drought Tolerant Plant List.
- (6) Landscape, irrigation, landscape lighting and open space amenity plans shall be subject to the review and approval of the Town of Florence Planning Director.

d. Lighting

Open space lighting shall be provided in accordance with provisions described within this PUD or found within the Town Code. Lighting plans will be subject to the review and approval of the Planning Department.

e. Amenities

Passive and active recreation is an important component to the project. The project provides residents with a trail system and various smaller parks and open space features to be located within the development parcels. Open space shall also be provided throughout the community within landscape tracts adjacent to roadways and retention/detention basins.

Open space shall be provided throughout the community by incorporating a network of trails and pocket parks within the individual development parcels. Open space requirements for the residential parcels will be met as outlined in the General Plan and the Town's Parks, Trails and Open Space Master Plan.

Pocket parks will be incorporated into the site plan within many of the community neighborhoods during the preliminary plat process. Amenities within the pocket parks will generally include covered playground equipment, ramadas and retention basins. Retention basins can include open play fields or other activities. If

amenities, such as playground equipment and ramadas, are located around retention basins, they shall be designed per the requirements of the Town. All recreational and open space areas will incorporate and maintain the overall thematic elements of the project. Whenever appropriate, open spaces will be visible from local and collector roadways. View fencing will be utilized to create view corridors into community open spaces. Fencing adjacent to roadways may be solid.

A system of trails is included as an integral part of the development, providing effective and aesthetically appealing pedestrian mobility throughout the community. The trail system will provide connectivity within the project.

Active and passive amenities shall be provided within various park and open space locations throughout the project as shown on *Exhibit G: Conceptual Parks, Trails and Open Space Plan*.

Parks and open spaces not accepted by the Town as part of their maintenance program shall be owned and maintained by a Homeowner's Association. It is not anticipated that any of the recreational facilities within this community will be dedicated to the Town of Florence.

VI. COMMUNITY DESIGN REQUIREMENTS AND GUIDELINES

The purpose of this section is to outline the minimum design standards that will guide the physical development of this community with specific regard to architecture, landscaping and general design. The guidelines and requirements contained herein will promote quality construction that is compatible with the surrounding area and consistent with the goals of the Town. The site plan, utility installations, materials, color, lighting, signage, and landscape design must not adversely impact surrounding neighborhoods.

A. RESIDENTIAL DESIGN REQUIREMENTS AND GUIDELINES

1. Purpose and Intent

The purpose of the design requirements and guidelines is to provide residential development standards. The standards are designed to promote creative design and land use solutions to enhance aesthetic qualities, promote the preservation of property values, limit land use incompatibilities, and promote the general public health, safety, and welfare.

The design requirements and guidelines are intended to:

- Promote housing diversity within the project;
- Promote housing choices for all age groups at all stages of life;
- Promote innovative and quality residential neighborhoods to define a strong “sense of place;”
- Promote architectural diversity;
- Promote recreational and active lifestyles;
- Promote stable and sustainable neighborhoods; and
- Protect property values for residents within the project.

2. Applicability

The residential site development and architectural standards provided below shall apply to all proposed residential site plans and/or subdivision plats within the project. The Residential Requirements are mandatory on all residential parcels submitted. The application of these standards will be incorporated into proposed site plans and/or subdivision plats for residential development within the project and will be evaluated by the Town of Florence for conformity.

3. Residential Requirements

The following are mandatory requirements. The residential homebuilder shall demonstrate compliance with each home floor plan and elevations, which are to be presented to the Planning and Zoning Commission for review and approval prior to the approval of standard plans and building permits.

a. Site Design

- (1) Perimeter subdivision walls adjacent to roadways must be developed in accordance with the project theme wall details that will be prepared prior to the development of this property.
- (2) An average fifteen (15) foot landscape tract shall be provided adjacent to lots backing to an arterial or collector roadway with a minimum tract width of ten (10) feet at any point within the proposed average.

- (3) The main entrances into neighborhoods shall be designed to create a sense of arrival through the provision of monument signs, increased density and size of plant vegetation, the use of landscape medians and/ or the use of open space.
- (4) Front yard landscaping for tract developments shall be provided by the homebuilder and must be installed within 30 days of the closing of the residential property.
- (5) Walls exposed to the public view (e.g. streets and open space) shall be improved with the overall project theme wall/view wall standard.
- (6) Street lights and street signs shall incorporate the standards outlined in the Town of Florence Street Lighting Policy and/ or as approved by the Town Engineer.
- (7) Public multi-use trails shall be located outside the high water line of retention areas and wash bottoms, except at wash crossings.

b. Architectural Design

- (1) A minimum of three (3) home floor plans should be offered each with three (3) distinct elevations within each product type.
- (2) A minimum of three (3) distinct home color schemes should be offered.
- (3) Homes with the same front elevation or color schemes shall not be located adjacent to (side by side) or across from each other and not more than three homes with the same color schemes (but different elevations) shall be located adjacent to each other.
- (4) Emphasis must be placed on the front elevations. This may be achieved by providing covered front entries, covered front porches, courtyards, entry portals, entry gates, contrasting paint colors, alternate accent materials (stone, brick, etc.) or other similar features. Main entries must face or be easily distinguished from the street.

- (5) Window pop-outs, windowsills, recessed windows and/or similar architectural embellishments are required on second story windows facing a collector, arterial street or public open space area.
- (6) The building's exterior material selection shall be compatible with other buildings and structures within the PUD.
- (7) A variety of home roofing colors, shapes, and/or textures shall be used where appropriate. Typically, concrete tile shall be encouraged for all sloped roofs; however, consideration shall be given to alternative durable materials upon review of the housing product.
- (8) Variation in roof ridgelines and designs is required.
- (9) Roof colors shall be matched to each home color scheme.
- (10) No buildings shall have roof-mounted or wall-mounted mechanical equipment (e.g. HVAC, evaporative coolers). All such equipment must be ground mounted. Solar power panels and solar water heating systems shall be exempt from zoning design criteria.
- (12) No front-loaded garage shall extend forward of a home's livable area or covered front porch by more than 10 feet.
- (13) At least one floor plan per product type shall have the livable area of the home forward of the garage.
- (14) Rear or side yard covered patios or covered courtyards will be required on every home. Where not integral with the home design, columns finished with stucco will be used.
- (15) All additions to the primary structure shall be constructed of the same building materials as the principal residence and painted to complement the residence.
- (16) Garages shall not be converted or enclosed for other uses.
- (17) Accessory buildings shall only be located within walled rear and/or side yards. Accessory buildings over 200 square feet in area shall be constructed to match or

complement the building materials and colors used on the principal residence and constructed within the main building setbacks, except where approved and not visible from adjacent lots, tracts or streets.

- (18) For traditional single-family residences, side yard fence returns for all interior lot walls shall extend to within ten feet of the front corner of the home. Exception: fence returns may be farther from the front corner of the home if necessary to allow for proper installation and clearance for any utilities connected to the home.
- (19) Provide standard stucco parapets on every home where the covered patio is not incorporated under the main roof structure of the home.
- (20) Corner lots may have a mix of single-story and one and two-story homes provided the two-story portions of the home do not encompass more than 75 percent of the building footprint and the two-story portion of the dwelling generally is oriented away from the street.

4. Residential Guidelines

In addition to the previously stated mandatory requirements, a minimum of twelve (12) standards must be selected, four (4) from the Site Design list and eight (8) from the Architectural Design list. Lots with a 65-foot width or wider are exempt from the Residential Guideline requirements. The residential homebuilder shall demonstrate compliance with each home floor plan and elevations, which are to be presented to the Planning and Zoning Commission.

a. Site Design

- (1) Provide curvilinear streets and a mix of cul-de-sac designs (where cul-de-sacs are provided), including eyebrows, short courts, cul-de-sacs with open space ends, and landscaped circles.
- (2) Provide a landscaped buffer at least five (5) feet wide between sidewalks and back of curb along local roadways. It must be demonstrated that this buffer area will be maintained by a HOA or by another approved method.

- (3) Stagger front setbacks by at least three feet for every third or fourth lot. Setback must be predetermined by the homebuilder and minimum setbacks must be met.
- (4) Increase the width of the required landscape tract provided within the residential parcel along the adjacent arterial right-of-way to a minimum of twenty-five (25) feet with an average of twenty (20) feet.
- (5) Where a trail exists parallel to a subdivision perimeter, pedestrian access to the trail should be provided at a maximum distance of 800 feet by either streets, cul-de-sacs, landscaped tracts, sidewalks/ trails or other viable means.
- (6) Incorporate view walls to fifty percent (50%) of the lots backing or siding to dedicated public or private open space areas, community parks, natural and/or improved drainage ways or recreational areas.
- (7) At installation provide a mix of mature trees consisting of sixty percent (60%) with 3-inch minimum caliper and forty percent (40%) with a minimum 1.5-inch caliper to the landscape palette.
- (8) There shall not be any more than three (3) consecutive identical rear elevations for homes backing onto a collector or arterial street.
- (9) On lots where side-entry garages can be accommodated, at least one floor plan per product type shall be designed with either a standard side entrance garage, or a split garage with one or two front facing garages and one side loaded garage.
- (10) Provide landscape open spaces visible from arterial street, collector road and residential street view.
- (11) Widen corner lots by at least 10 feet more than interior lots on the same block or include a 10-foot wide landscape tract on the street side of the lot.
- (12) Provide at least 5 feet of differing lot widths within a subdivision parcel.

- (13) Builder's/ Developer's option not listed that meets the intent for diversity.

b. Architectural Design

- (1) Incorporate a variety of durable exterior materials and finishes, such as brick and stone veneers and masonry, as standard features on at least one front elevation per floor plan.
- (2) Provide unique architectural styles for all residential products such as, but not limited to: Craftsman, Prairie, Territorial, Ranch, Mission, Spanish Colonial and Pueblo.
- (3) Provide architectural features, such as dramatic covered front entries, large covered front porches, courtyards, bay windows, and/or dormers as standard features on all homes.
- (4) Provide at least one floor plan per product type with the garage oriented to the side or placed towards the rear of the home as a standard feature, or a split garage with one or two front facing garages and one side loaded garage.
- (5) Limit the square footage of the second story; provide multiple roof and plane changes, and/or other effective measures to reduce the impact of multiple-story homes.
- (6) Provide a variety of window shapes, sizes, and arrangements and/or use bay windows on elevations facing streets and open space areas.
- (7) Provide at least one (1) floor plan per product type, with a standard second story front deck oriented toward the front yard.
- (8) Provide a minimum of three (3) varying garage door styles including varying glass options.
- (9) Provide a minimum of three (3) different finishes, materials, and/or patterns for the driveway and/ or entry path to the home.

- (10) Provide at least one (1) elevation for each floor plan with a covered porch pulled forward of the forward-facing garage.
- (11) Provide at least one (1) elevation for each floor plan with a defined entry courtyard, a standard front porch or other defined front yard outdoor living space.
- (12) Provide enhanced rear elevations along arterial and collector streets and open spaces, i.e. vary rooflines and avoid unbroken rooflines by using projections or different roof features.
- (13) Provide four-sided architecture throughout the subdivision parcel.
- (14) Limit no more than three (3) consecutive identical rear elevations for homes backing onto a collector street or arterial street in the subdivision parcel.
- (15) Builder's/ Developer's Choice option not listed that meets the intent for diversity.

c. *Landscape Architecture*

Landscape Architecture is anticipated to unify development by enhancing site entries, creating pedestrian refuges and providing entry monumentation and signage to match the balance of the project. The primary intent of the landscape portion of these community design guidelines is the use of adapted, drought tolerant plant species that serve the purposes of both form and function. The design should encourage a sense of place and landscaping should be well-adapted to the site.

Landscape architectural expectations include:

- (1) Provide for water conservation in the landscape design by utilizing a drought tolerate plant palette and locating or limiting water intensive landscaping to pedestrian areas, where appropriate.
- (2) Emphasize project entries with landscape, hardscape treatments, or other similar special treatments.

- (3) Provide outdoor seating areas with shade, trash receptacles, and other features to encourage pedestrian use within commercial areas.
- (4) Provide a substantial landscaping feature at arterial intersections with special planting and hardscape treatment for street appearance.
- (5) Provide a comprehensive lighting plan in conformance with the Town of Florence Street Lighting Policy.
- (6) Provide pedestrian access through large parking areas and between commercial sites which encourage pedestrian use. Encourage the implementation of building canopies and/or shade landscaping when appropriate. Pedestrian access shall be oriented towards building entrances to further encourage use.
- (7) Landscaping should be provided to enhance visual character and provide amenities for pedestrians.
- (8) Use landscaping to help define pedestrian circulation
- (9) Announce building entrances with landscaping
- (10) Place plant materials on a site to maximize shade for pedestrians.
- (11) Intensify visual qualities by using a variety of plants with different color, form and texture.
- (12) Visual access for public safety should be provided.
- (13) Plant trees to provide shade for pedestrians, automobiles and western facing structural elements.
- (14) Screen parking areas.
- (15) Screen undesirable views with plant materials and berms.
- (16) Create a sense of enclosure in seating and gathering areas, such as plazas and courtyards by using landscaping.

- (17) Provide plantings to accent and enhance aesthetic appeal as well as to add local character to a site.
- (18) Plants having similar water use should be grouped together in district hydrozones.
- (19) Plants should be selected appropriately based upon their adaptability to the climatic, geological and topographical conditions of the site.

B. COMMERCIAL AND PROFESSIONAL OFFICE REQUIREMENTS AND GUIDELINES

1. Purpose and Intent

The purpose of establishing architectural design guidelines within the commercial and professional office land uses is to ensure quality that reinforces a consistency throughout the project. All architecture is intended to integrate with the overall site design. Through design elements, the character of the project will be integrated with the characteristics of the area, while providing appropriate architectural design that will be distinct and desirable to the Town. As each parcel develops, building and site designs will be subject to the review and approval of the Town Planning and Zoning Commission as part of the Design Review process.

2. Applicability

The commercial and professional office site development and architectural standards provided below shall apply to all proposed site plans within the project. The application of these standards will be incorporated into proposed plans for development within the Project and will be evaluated by the Town for conformity.

3. Requirements and Guidelines

a. Site Design

Each parcel will be developed to ensure adequate vehicular movement. In addition, building layout, entrances, parking, open space, and retention areas will be compatible with adjacent development. The following requirements for site design include:

- (1) Locate and arrange deliveries to have minimal impact on adjoining land uses to reduce noise, traffic, odors, and lights.
- (2) Locate gated trash enclosures to less visible places.
- (3) Ground-mount mechanical equipment and similar items must be screened to reduce public visibility.
- (4) Where practical, utility boxes must be screened to reduce public visibility.
- (5) Locate commercial parking areas behind landscaping and parking lot screen walls to reduce the view of cars and parking areas.
- (6) Building heights, building locations, access point, and parking areas will be designed to lessen negative impacts to the adjacent properties and surrounding neighborhoods.
- (7) Ingress, egress, internal and external traffic circulation, off-street parking facilities, loading and service areas, and pedestrian ways will be designed to promote safety and convenience.

b. Architectural Guidelines

The following architecture guidelines are set forth to assist in designing and constructing buildings within the project that are appropriate to the size and nature of overall development. Design guidelines include:

- (1) Each building will include discernible articulation on all sides viewable from public rights-of-way using methods such as windows, accent features, use of varying materials or other similar architectural elements.
- (2) Architectural features to enhance energy conservation will be encouraged and should be incorporated where feasible. Such items may include, but are not limited to: window treatments, water collection and enhanced shade features/covered walkways. These design features shall be

reviewed through the Town's Design Review for appropriateness.

- (3) Building details such as trimming of all windows and doors shall be finished using a variety of methods such as painting or anodizing of all exposed metal. Screening of mechanical elements will be integrated with the building's architecture.
- (4) Parking canopies, freestanding and accessory structures, or other similar features will utilize architectural treatment consistent with the primary structure.
- (5) Implementation of LEED or comparable design and construction ideas in order to lessen a buildings impact on the natural environment.
- (6) Provide four-sided architecture on all product types.

c. Materials and Colors

A palette of proposed materials and colors will be provided with each development review application. Selected materials and colors should be durable and appropriate for their intended use.

(1) Building Materials

Allowable building materials include but are not limited to:

- a. ACM (Architectural Composite Metal) panels.
- b. Architectural steel.
- c. Aluminum.
- d. Brick.
- e. Cast in place, tilt-up or pre-cast concrete with a finished exterior surface.
- f. Tilt-up concrete walls shall use reveal joints to break up massing of walls.
- g. Ceramic tile.

- h. Concrete masonry units with architectural features, such as split face block.
- i. Non-reflective glass.
- j. Granite, marble, or other natural stone.
- k. Other similar materials approved through the Design Review Process.

(2) Color Palette

Colors and materials should relate to one another, the proposed building and landscaping materials. The approved color palette is as follows:

- a. Desert hues and other earth tones.
- b. Colors appearing in natural stone.
- c. Accent colors may utilize brighter colors such as red, orange, blue, green and similar colors in limited applications.

(3) Prohibited Design Materials and Color Palette

There are certain materials and colors not in keeping with the desired character. Colors and materials not appropriate within the Project include:

- a. Pre-engineered metal-sided buildings, “galvalume siding”.
- b. Polished metal surfaces, such as those utilized for sun protection. Fabric and other non-reflective material may be utilized in outdoor patio or eating areas.
- c. Large expanses of reflective glass, blank walls, or concrete panels.
- d. Exposed wood, except for limited amounts of trim where appropriate.

d. *Landscape Architecture*

Landscape Architecture is anticipated to unify development by enhancing site entries, creating pedestrian refuges and providing entry monumentation and signage to match the balance of the project. The primary intent of the landscape portion of these community design guidelines is the use of adapted, drought tolerant plant species that serve the purposes of both form and function. The design should encourage a sense of place and landscaping should be well-adapted to the site.

Landscape architectural expectations include:

- (1) Provide for water conservation in the landscape design by utilizing a drought tolerate plant palette and locating or limiting water intensive landscaping to pedestrian areas, where appropriate.
- (2) Emphasize project entries with landscape, hardscape treatments, or other similar special treatments.
- (3) Provide outdoor seating areas with shade, trash receptacles, and other features to encourage pedestrian use within commercial areas.
- (4) Provide a substantial landscaping feature at arterial intersections with special planting and hardscape treatment for street appearance.
- (5) Provide a comprehensive lighting plan in conformance with the Town of Florence Street Lighting Policy.
- (6) Provide pedestrian access through large parking areas and between commercial sites which encourage pedestrian use. Encourage the implementation of building canopies and/or shade landscaping when appropriate. Pedestrian access shall be oriented towards building entrances to further encourage use.
- (7) Landscaping should be provided to enhance visual character and provide amenities for pedestrians.
- (8) Use landscaping to help define pedestrian circulation.

- (9) Announce building entrances with landscaping.
- (10) Place plant materials on a site to maximize shade for pedestrians.
- (11) Intensify visual qualities by using a variety of plants with different color, form and texture.
- (12) Visual access for public safety should be provided.
- (13) Plant trees to provide shade for pedestrians, automobiles and western facing structural elements.
- (14) Screen parking areas.
- (15) Screen undesirable views with plant materials and berms.
- (16) Create a sense of enclosure in seating and gathering areas, such as plazas and courtyards by using landscaping.
- (17) Provide plantings to accent and enhance aesthetic appeal as well as to add local character to a site.
- (18) Plants having similar water use should be grouped together in district hydrozones.
- (19) Plants should be selected appropriately based upon their adaptability to the climatic, geological and topographical conditions of the site.

VII. IMPLEMENTATION

A. PURPOSE AND INTENT

Development of the Arizona Farms PUD will be implemented in conformance with the regulations and guidance contained within the PUD. This section outlines the procedures for administration of the provisions contained herein and the phasing plan for the development of the proposed planning area.

B. PHASING

The primary intention of the phasing program is to relate infrastructure requirements to site development and market demand. The PUD allows for

flexibility in project phasing because the actual sequence of development may be affected by numerous factors not now predictable, including preliminary plat and site plan modifications due to final engineering or changes in the economic market.

It is anticipated that development of this property will occur in phases that will depend on market influences and the timing of infrastructure extensions. At this time, the exact phasing of this project is not known, but as the development parcels are constructed, the collector roads, utilities, open space elements, etc. will simultaneously be built. It is expected that the development of this site will occur within a reasonable timeframe provided economic development and market conditions remain favorable.

Prior to the approval of any subdivision final plats or site plans for this project, the developer/builder shall submit a phasing and infrastructure plan for approval by the relevant Town departments.

C. GENERAL ADMINISTRATION

1. Administration

The PUD shall be administered and enforced by the Town of Florence Planning Department, in accordance with the provisions of the Town of Florence Development Code.

2. Residential Subdivision

Residential parcels in the subject property will be implemented through the subdivision process as outlined in the Town of Florence Subdivision Regulations. This process will require the submittal of preliminary plats where properties are to be separately financed, sold, leased, or otherwise conveyed. The subdivision process will allow for the creation of lots through plats, which will allow for implementation of the project phasing.

3. Commercial Site Plan Review

The areas other than residential shall be implemented through a method of site plan review by planning and engineering staff and be required to have an approved site plan prior to issuance of building permits. Site plan review will not be required for interior alterations where there is no significant square footage increase or significant use intensification. Site plans, which contain plans, drawings, illustrations, designs, reports, and other detailed information, as required herein, shall be submitted to the

Town for review and comment. Applicants are encouraged to submit preliminary plans for review and comment by the Planning Department prior to the final preparation of a site plan. Comment from other Town departments and service agencies shall be sought by the staff prior to preparing a recommendation on the finalized site plan.

D. AMENDMENTS

The following provisions are intended to provide criteria for the determination of major and minor amendments to this PUD. Amendments to the PUD or the supportive narrative and graphics to the PUD, may become necessary from time to time. Amendments to the approved PUD may be requested by the applicant or its successors in interest.

Amendments may be limited to one or more development parcels as depicted on *Exhibit F1: Conceptual Development Plan*. Unless otherwise requested in the application, any proposed change will not affect development units or development parcels not included in the proposed amendment. Only the contents of the specific amendment request may be considered and acted upon by the Planning Director, the Planning and Zoning Commission and Town Council.

When changes or modifications to the PUD are necessary or appropriate, proposed amendments or modifications shall conform to the following procedures:

1. The applicant(s) shall consult with the Town Planning Director to determine if the proposed change is a minor or major amendment.
2. The applicant(s) shall submit an amendment application to the Town Planning Director outlining the proposed minor or major amendment.
3. Major Amendments.
 - a. If the Planning Director determines the proposed amendment to be a major amendment, as described below, the amendment request shall be processed in the manner set forth by the Town of Florence Development Code.
 - b. An amendment will be deemed as Major if it involves any of the following:

- (1) Any substantial alteration to the list of permitted uses of the property set forth in the PUD, as deemed to be substantial by the Planning Director;
- (2) A change in the exterior boundary of the PUD district.
- (3) An overall increase in the overall residential density of this PUD in excess of ten percent, except if the excess is transferred from the Arizona Farms West PUD;
- (4) The reallocation of residential dwelling units within development parcels from one development parcel to another in a manner that results in any of the following, as measured against the original land use density set forth in the PUD: (a) an increase in the number of residential dwelling units for any one particular development parcel of greater than ten percent (10%) of the total number allocated to such development parcel in the PUD or (b) a decrease in the number of residential dwelling units of any development parcel that would leave less than ten percent (10%) of the total number allocated to such development parcel in the PUD.
- (5) A change which could have a significant negative impact on areas adjoining the PUD District as determined by the Planning Director.
- (6) Any change, which could have a significant traffic impact on roadways adjacent to or external to the PUD District, as determined by the Town Traffic Engineer.

4. Minor Amendments.

- a. If the proposed amendment does not meet the requirements outlined above for a major amendment, then it shall be considered a minor amendment and shall be acted upon administratively by the Planning Director within a reasonable timeframe without prior notice and hearing. Unless otherwise required by law, those changes determined to be minor amendments shall not require public notice or public hearings.
- b. An amendment will be deemed as Minor if it involves any of the following:

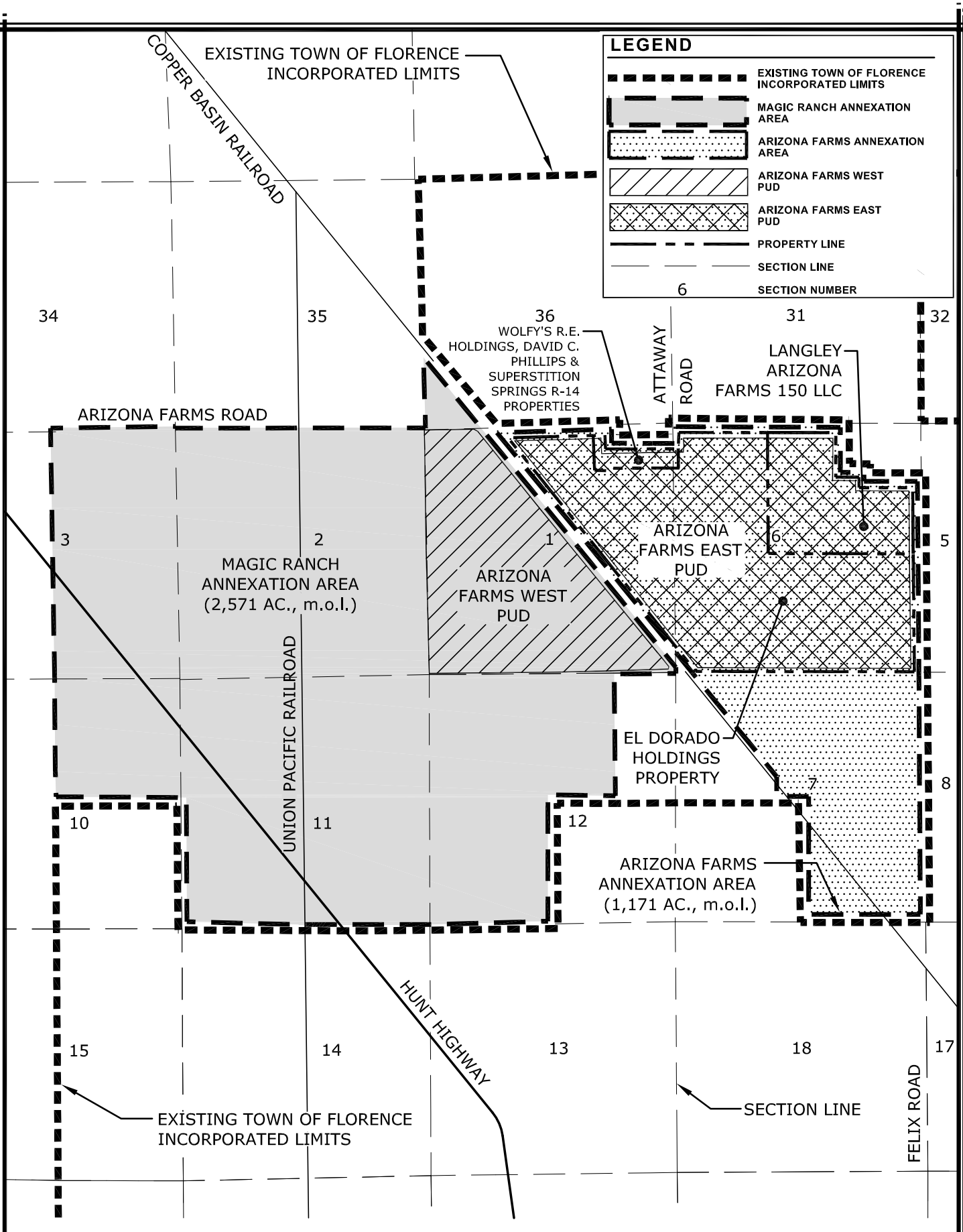
- (1) Any reallocation of residential dwelling units that does not meet the parameters set forth immediately above;
 - (2) Any minor alteration to the list of permitted uses of the property set forth in the PUD, as deemed to be minor by the Planning Director.
 - (3) An adjustment to the alignment of any defined arterial or collector roadway as defined by *Exhibit F1: Conceptual Development Plan*.
 - (4) The relocation of the 5-acre public safety facility site as shown on *Exhibit F1: Conceptual Development Plan* within the Arizona Farms East PUD east of the North-South Freeway alignment.
 - (5) The relocation of the 20-acre community park (as currently shown within the Arizona Farms West PUD) either within the Arizona Farms West PUD or this Arizona Farms East PUD.
 - (6) Adjustments to the internal locations of private parks, trails and open space areas as shown on *Exhibit G: Conceptual Parks, Trails and Open Space Plan*.
5. Upon the approval of any proposed amendment to the PUD, the amendment shall be attached to the PUD as an addendum and shall become a part thereof. Applicable sections of the PUD may need to be updated per the determination of the Planning Director.
 6. Administrative Amendments and Interpretations. On occasion, it may be necessary to request formal or informal interpretation from the Town Planning Director related to the implementation and/or interpretation of the PUD. These circumstances may relate to interpretation of project intent, use, development standards related to provisions of the Town Code and/or to interpretation of intent of the narrative contained within this PUD. Interpretation to these provisions shall be made in written form upon the request of the developer and/or its assigns.

VIII. CONCLUDING REMARKS

The development of the Arizona Farms East Planned Unit Development shall be in accordance with the approved final Planned Unit Development, all applicable Town codes and ordinances, and all conditions required by the Town Council. The owners of

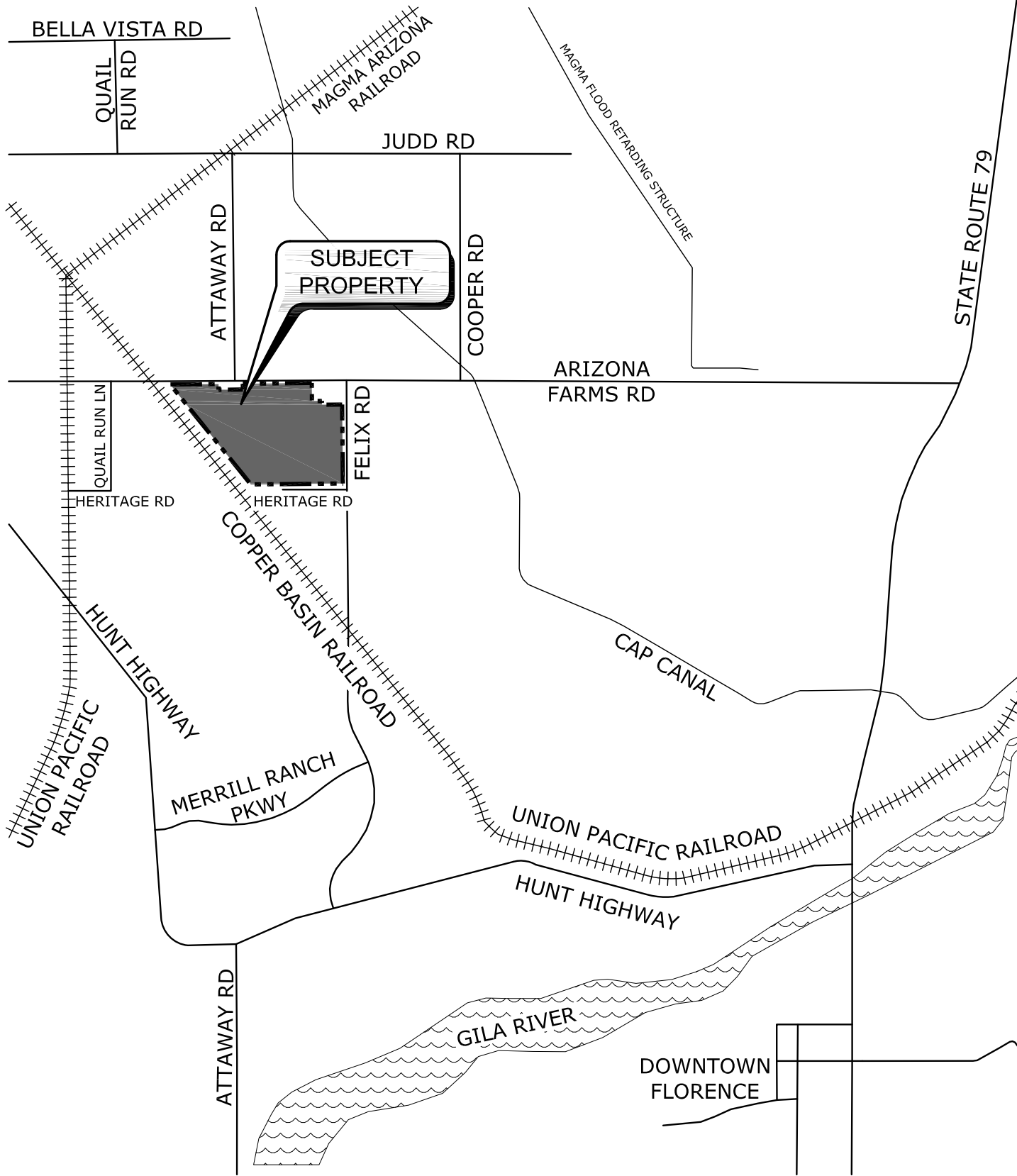
this property strongly desire to create the foundation for a future community that will be attractive to developers and home builders and complement the Town of Florence. We envision a development that both enhances and complements the surrounding area. The development as proposed reflects quality, diversity and compatibility with the area and will provide both future and existing Town of Florence residents with a high quality living environment, of which the residents and the Town will be proud. The Arizona Farms East PUD represents a diverse, well-designed and attractive master-planned community. We respectfully request your approval.

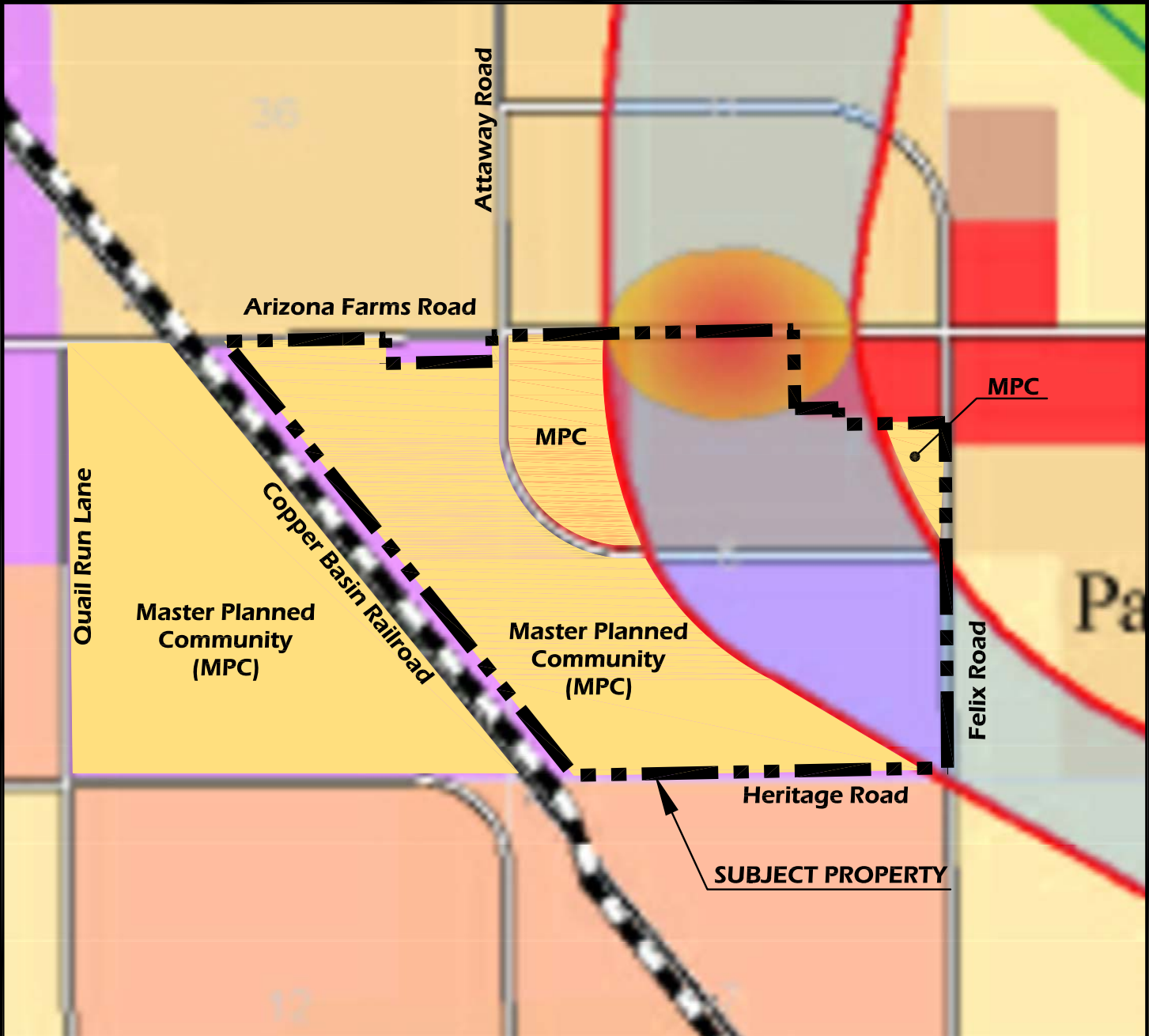
EXHIBITS



LEGEND	
	EXISTING TOWN OF FLORENCE INCORPORATED LIMITS
	MAGIC RANCH ANNEXATION AREA
	ARIZONA FARMS ANNEXATION AREA
	ARIZONA FARMS WEST PUD
	ARIZONA FARMS EAST PUD
	PROPERTY LINE
	SECTION LINE
6	SECTION NUMBER





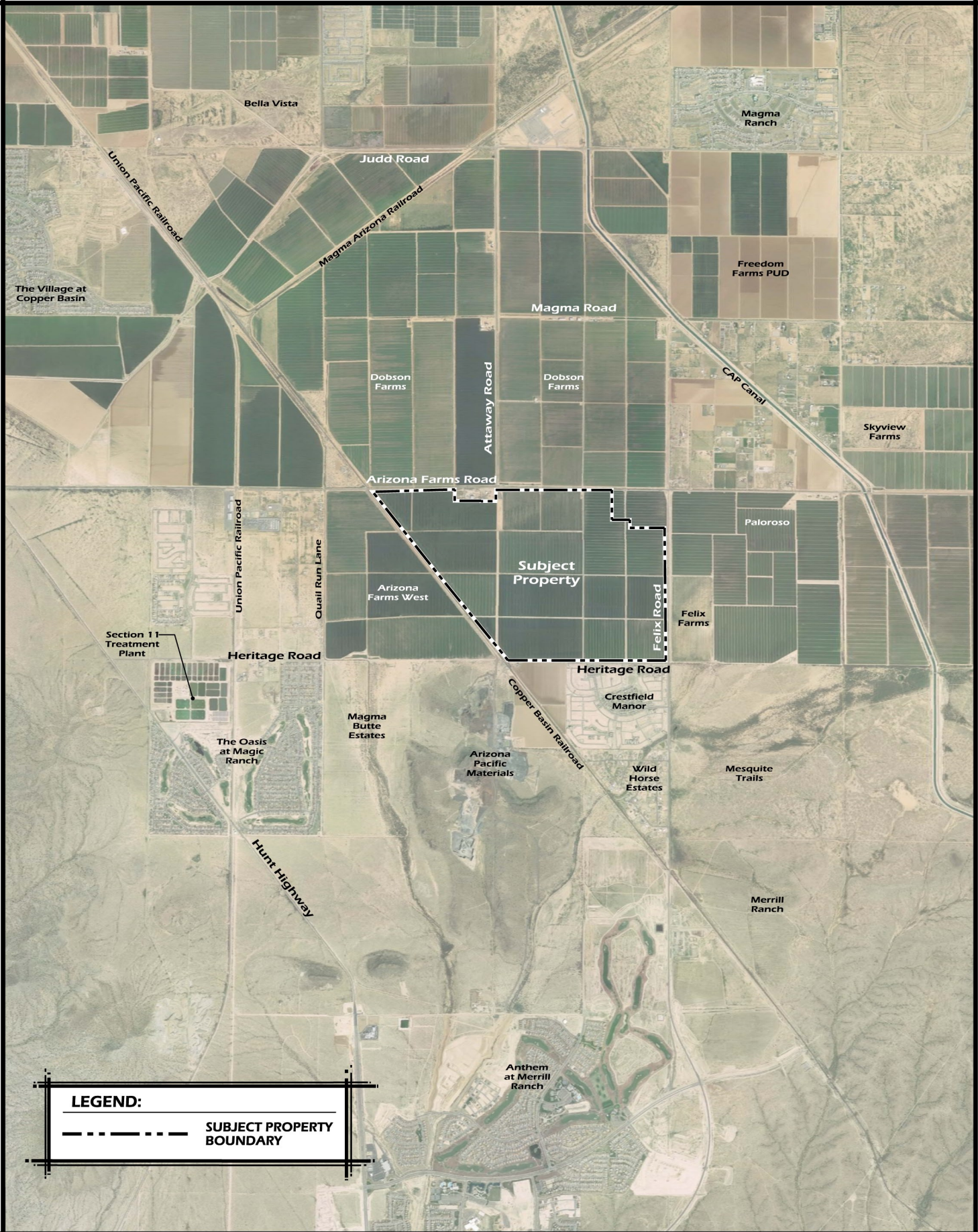


 **Town of Florence 2020 General Plan**
Future Land Use Map

Legend			
<ul style="list-style-type: none"> Canals CAP Canal Railroads Roads Highways Potential/ Multi-Use Corridor Planning Area North-South ADOT Freeway Conceptual Corridor North-South ADOT Freeway Conceptual Interchanges 	Residential <ul style="list-style-type: none"> Rural Ranchette Residential (RRR) <small>(R-1, -2 DU/AC)</small> Low Density Residential (LDR) <small>(R-3, -4 DU/AC)</small> Medium Density Residential 1 (MDR1) <small>(R-5, -6 DU/AC)</small> Medium Density Residential 2 (MDR2) <small>(R-7, -8 DU/AC)</small> High Density Residential 1 (HDR1) <small>(R-9, -12 DU/AC)</small> High Density Residential 2 (HDR2) <small>(R-13, -18 DU/AC)</small> 	Mixed-Use <ul style="list-style-type: none"> Master Planned Community (MPC) Downtown Mixed Use (DMU) Highway Mixed Use (HMU) Prison/Employment/Light Industrial (P/E/LI) 	Land Ownership <ul style="list-style-type: none"> Bureau of Land Management Bureau of Reclamation Casa Grande National Monument Indian Community State Trust Land
<ul style="list-style-type: none"> Neighborhood Commercial (NC) Community Commercial (CC) Professional Office (PO) Employment/Light Industrial (E/LI) Heavy Industrial (HI) 	Community/Public <ul style="list-style-type: none"> Public/Governmental (P/G) Prison (P) Military Reservation (MR) Parks and Recreation (P/R) Open Space (OS) 		

* Amended November 7, 2011 to reflect an updated North-South ADOT Freeway Conceptual Corridor.





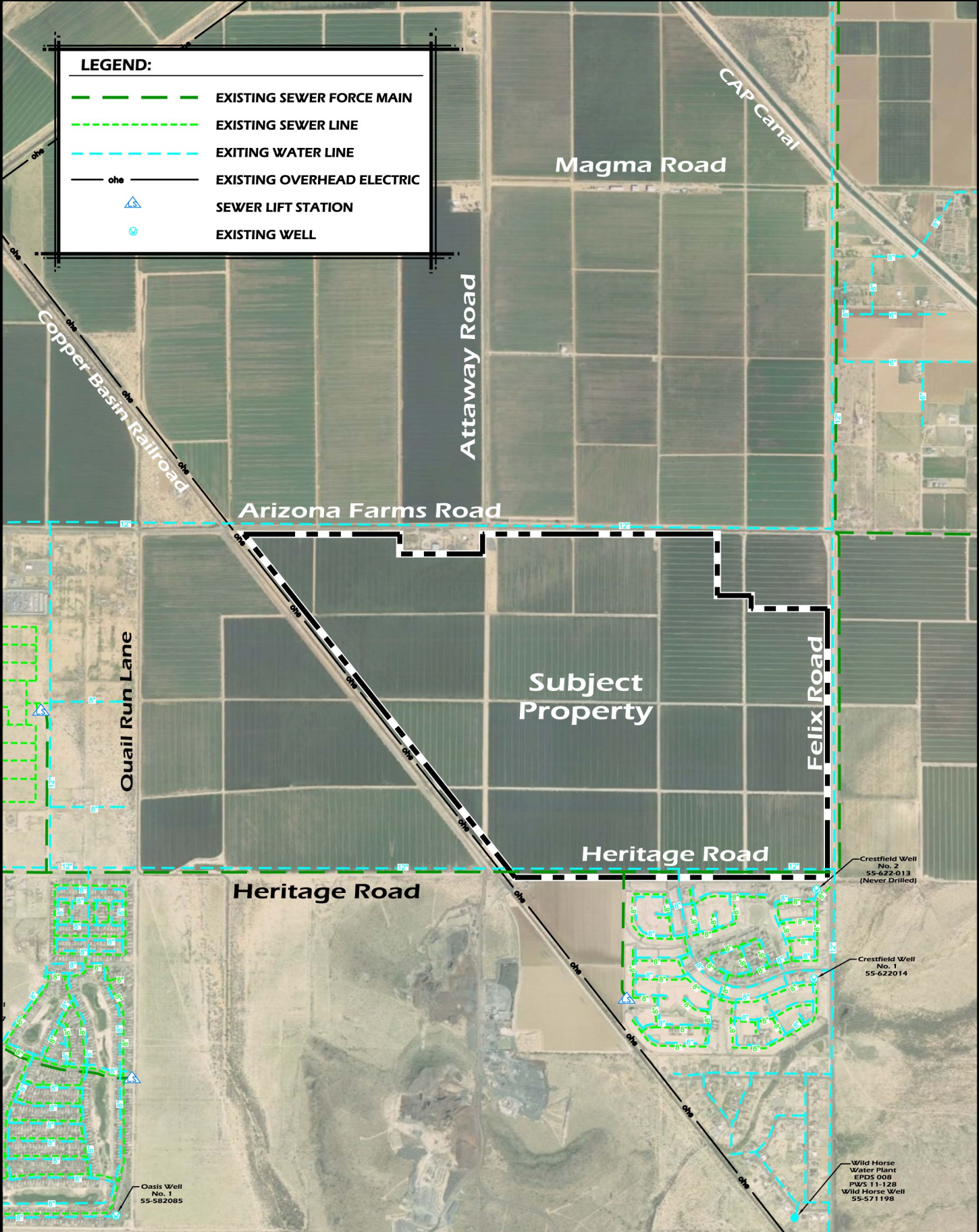
LEGEND:

----- SUBJECT PROPERTY BOUNDARY



LEGEND:

- EXISTING SEWER FORCE MAIN
- - - EXISTING SEWER LINE
- EXISTING WATER LINE
- - - EXISTING OVERHEAD ELECTRIC
- SEWER LIFT STATION
- EXISTING WELL











Crestfield Well No. 2
55-622-013
(Never Drilled)

Crestfield Well No. 1
55-622-014







Wild Horse Water Plant
EPODS 008
PWS 11-128
Wild Horse Well
55-571198

Oasis Well No. 1
55-582085

LEGEND OF SYMBOLS:

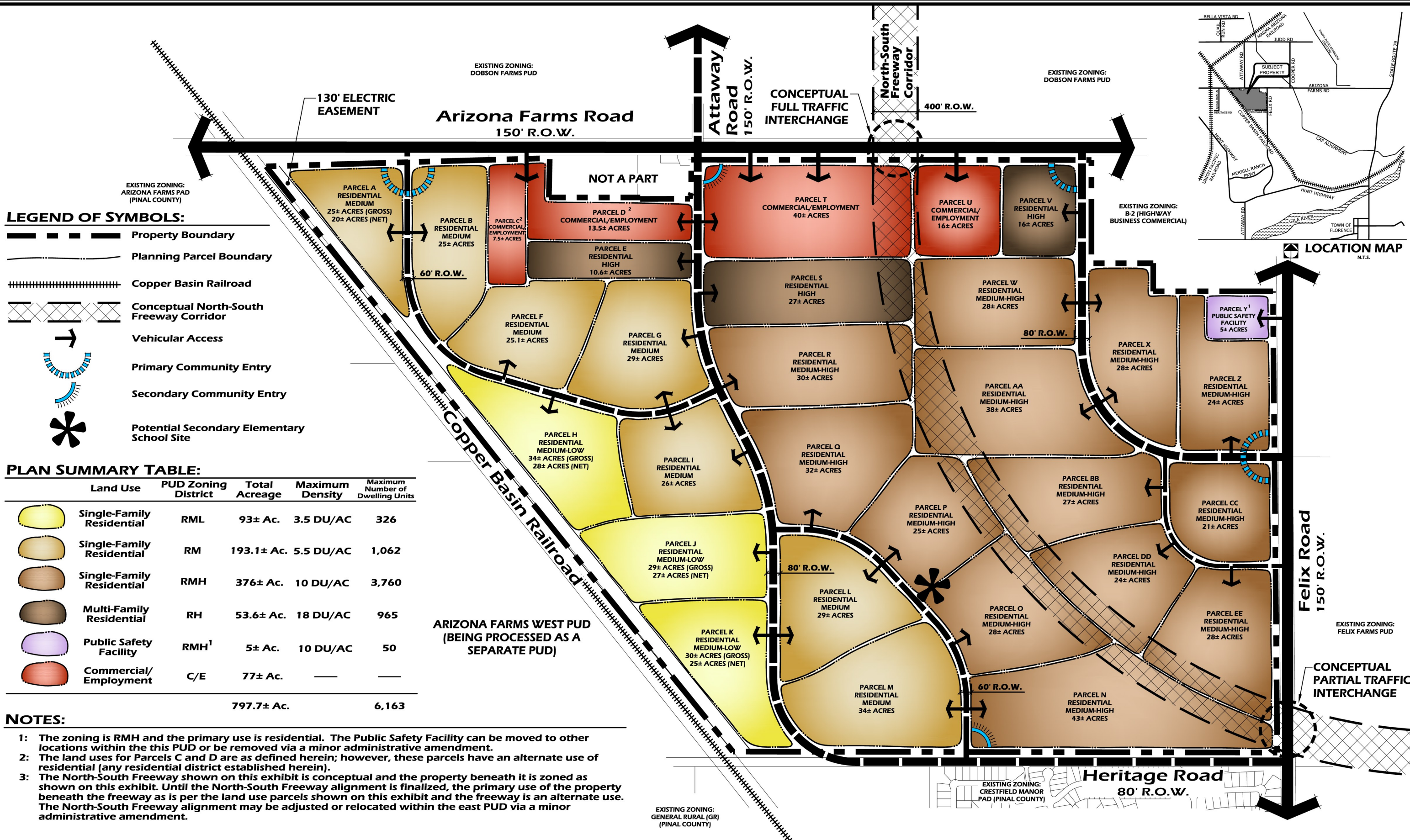
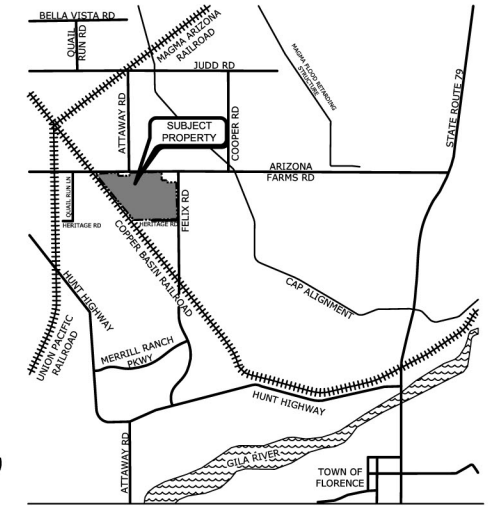
-  Property Boundary
-  Planning Parcel Boundary
-  Copper Basin Railroad
-  Conceptual North-South Freeway Corridor
-  Vehicular Access
-  Primary Community Entry
-  Secondary Community Entry
-  Potential Secondary Elementary School Site

PLAN SUMMARY TABLE:










Land Use	PUD Zoning District	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
 Single-Family Residential	RML	93± Ac.	3.5 DU/AC	326
 Single-Family Residential	RM	193.1± Ac.	5.5 DU/AC	1,062
 Single-Family Residential	RMH	376± Ac.	10 DU/AC	3,760
 Multi-Family Residential	RH	53.6± Ac.	18 DU/AC	965
 Public Safety Facility	RMH ¹	5± Ac.	10 DU/AC	50
 Commercial/Employment	C/E	77± Ac.	—	—
		797.7± Ac.		6,163

NOTES:





- 1: The zoning is RMH and the primary use is residential. The Public Safety Facility can be moved to other locations within the this PUD or be removed via a minor administrative amendment.
- 2: The land uses for Parcels C and D are as defined herein; however, these parcels have an alternate use of residential (any residential district established herein).
- 3: The North-South Freeway shown on this exhibit is conceptual and the property beneath it is zoned as shown on this exhibit. Until the North-South Freeway alignment is finalized, the primary use of the property beneath the freeway as is per the land use parcels shown on this exhibit and the freeway is an alternate use. The North-South Freeway alignment may be adjusted or relocated within the east PUD via a minor administrative amendment.



LEGEND OF SYMBOLS:

-  Property Boundary
-  Planning Parcel Boundary
-  Copper Basin Railroad
-  Conceptual North-South Freeway Corridor
-  Existing Drainage Channel
-  Vehicular Access
-  Primary Community Entry
-  Community Entry
-  Potential Secondary Elementary School Site







WEST PLAN SUMMARY TABLE:

Land Use	PUD Zoning District	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
 Single-Family Residential	RML	104± Ac.	3.5 DU/AC	364
 Single-Family Residential	RM	251.2± Ac.	5.5 DU/AC	1,382
 Community Park Site	RM*	20 Ac.	5.5 DU/AC	110
 Elementary School Site	RM*	14± Ac.	5.5 DU/AC	77
		389.2± Ac.		1,933

WEST NOTES:

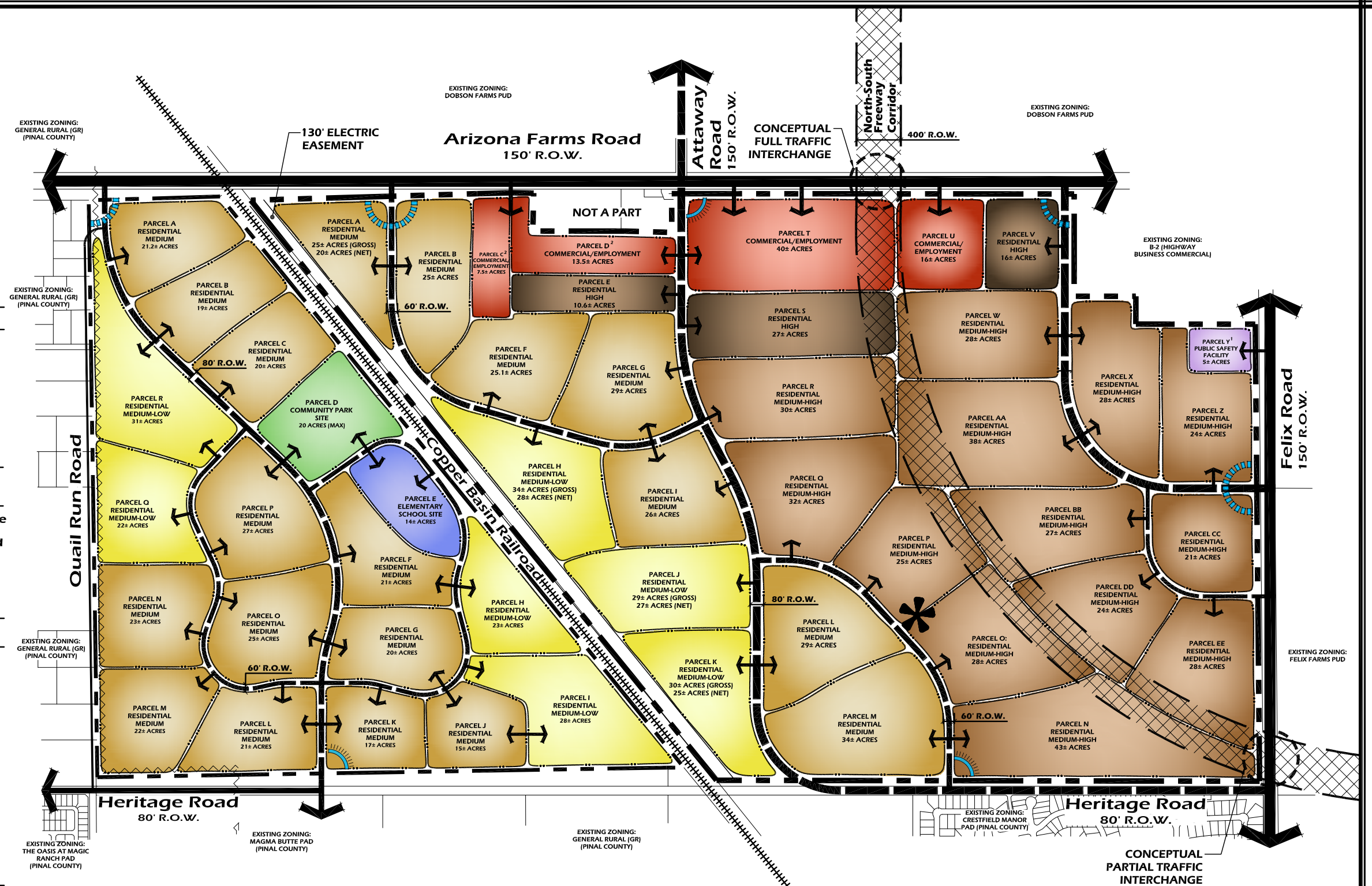
* The zoning is Residential Medium and the primary land use for all parcels is residential (up to 5.5 DU/AC). The Elementary School and Community Park are alternate land uses that can be moved to other locations within this PUD or the Arizona Farms East PUD or be removed via a minor administrative amendment.

EAST PLAN SUMMARY TABLE:












Land Use	PUD Zoning District	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
 Single-Family Residential	RML	93± Ac.	3.5 DU/AC	326
 Single-Family Residential	RM	193.1± Ac.	5.5 DU/AC	1,062
 Single-Family Residential	RMH	376± Ac.	10 DU/AC	3,760
 Multi-Family Residential	RH	53.6± Ac.	18 DU/AC	965
 Public Safety Facility	RMH ¹	5± Ac.	10 DU/AC	50
 Commercial/Employment	C/E	77± Ac.	-	-
		797.7± Ac.		6,163

EAST NOTES:

- 1: The zoning is RMH and the primary use is residential. The Public Safety Facility can be moved to other locations within the this PUD or be removed via a minor administrative amendment.
- 2: The land uses for Parcels C and D are as defined herein; however, these parcels have an alternate use of residential (any residential district established herein).
- 3: The North-South Freeway shown on this exhibit is conceptual and the property beneath it is zoned as shown on this exhibit. Until the North-South Freeway alignment is finalized, the primary use of the property beneath the freeway as is per the land use parcels shown on this exhibit and the freeway is an alternate use. The North-South Freeway alignment may be adjusted or relocated within the east PUD via a minor administrative amendment.



NOTE:
 This open space exhibit applies to the land within the PUD owned by El Dorado Arizona Farms LLC and Langley Arizona Farms LLC. Parcels C, D and E will provide open space independently from the rest of the PUD.

- LEGEND OF SYMBOLS:**
-  Property Boundary
 -  Planning Parcel Boundary
 -  Copper Basin Railroad
 -  Conceptual North-South Freeway Corridor
 -  Vehicular Access
 -  Primary Community Entry
 -  Secondary Community Entry
 -  Open Space Amenity
 -  Potential Secondary Elementary School Site
 -  Greenway (with 6' Decomposed Granite Trail)
 -  East Side Railroad Greenway (with 9' Paved Path & 4' Decomposed Granite Shoulder)

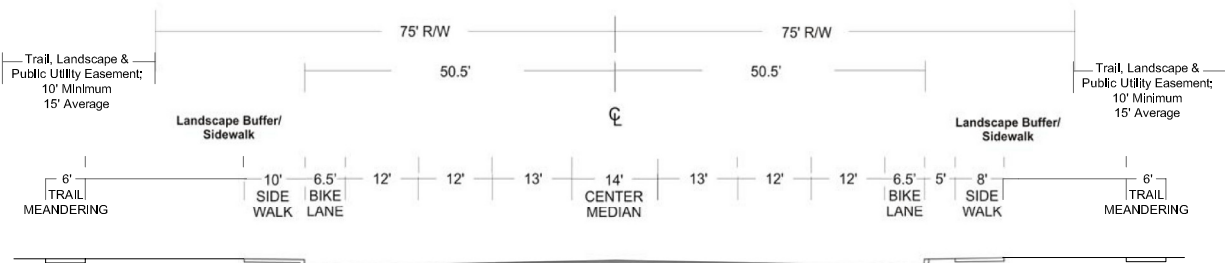
LOCATION MAP
 N.T.S.

ARIZONA FARMS EAST
EXHIBIT G: CONCEPTUAL PARKS, TRAILS & OPEN SPACE PLAN

2014.06.27
 WLB No. 198026-C-004

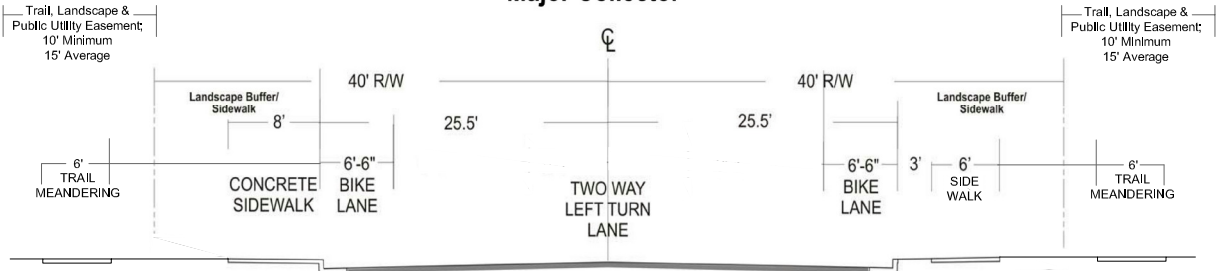


Major Arterial



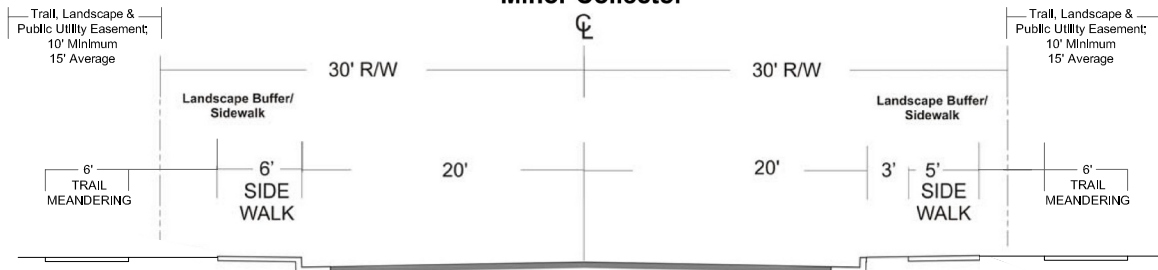
Note: Dimensions shown are for Urban Roadways.
Lane widths may vary by jurisdiction.
Landscape Buffer/Sidewalk widths and treatments vary for rural and suburban areas.

Major Collector



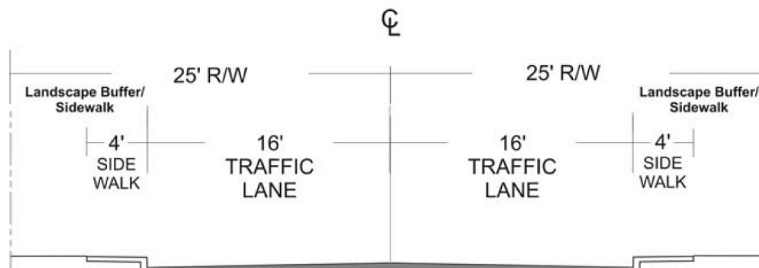
Note: Dimensions shown are for Urban Roadways.
Major Collectors could also include four lanes.
Lane widths may vary by jurisdiction.
Landscape Buffer/Sidewalk widths and treatments vary for rural and suburban areas.

Minor Collector



Note: Dimensions shown are for Urban Roadways.
Lane widths may vary by jurisdiction.
Landscape Buffer/Sidewalk widths and treatments vary for rural and suburban areas.

Local Street



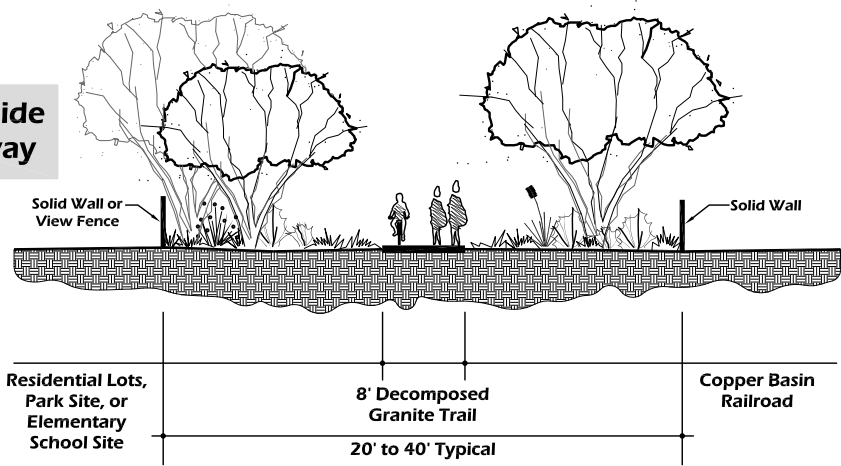
Note: Dimensions shown are for Urban and Suburban Roadways.
Rural and local streets may have narrower traffic lanes.
Lane widths may vary by jurisdiction.
Landscape Buffer/Sidewalk widths and treatments vary for rural and suburban areas.

Notes:

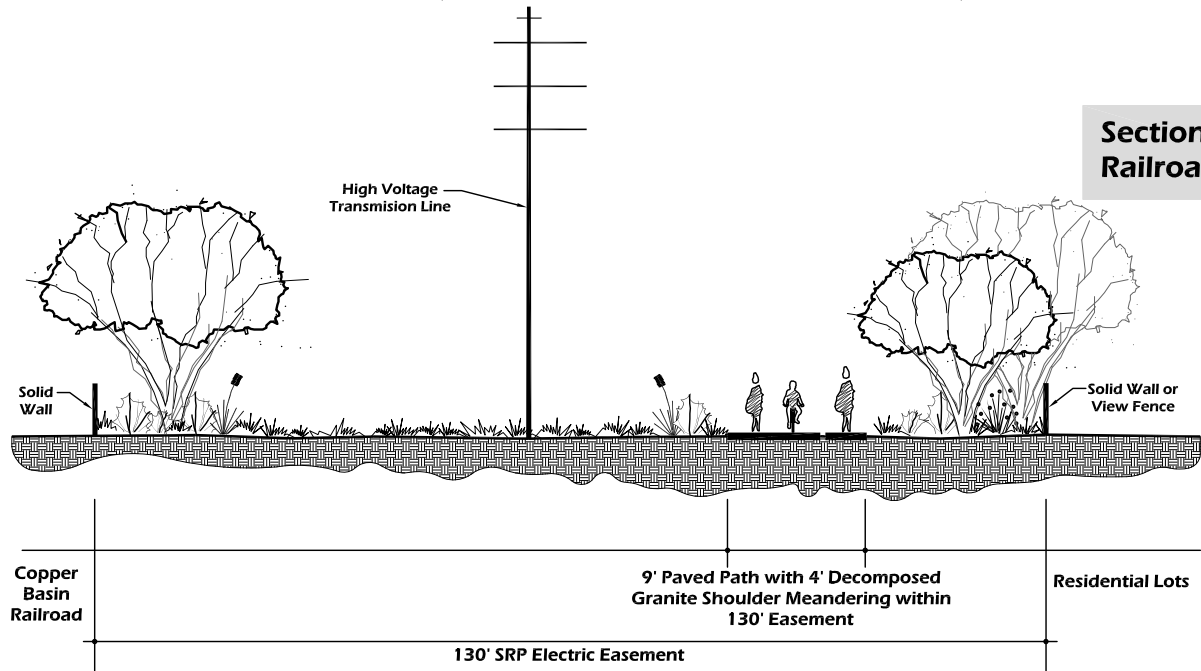
- Street sections are from the Coolidge-Florence Regional Transportation Plan dated February 2008.
- Trail will only be on one side of the street, not both. See Exhibit G: Conceptual Parks, Trails & Open Space Plan.
- Road classifications within this PUD are subject to change based on the findings of a future Traffic Impact Analysis.



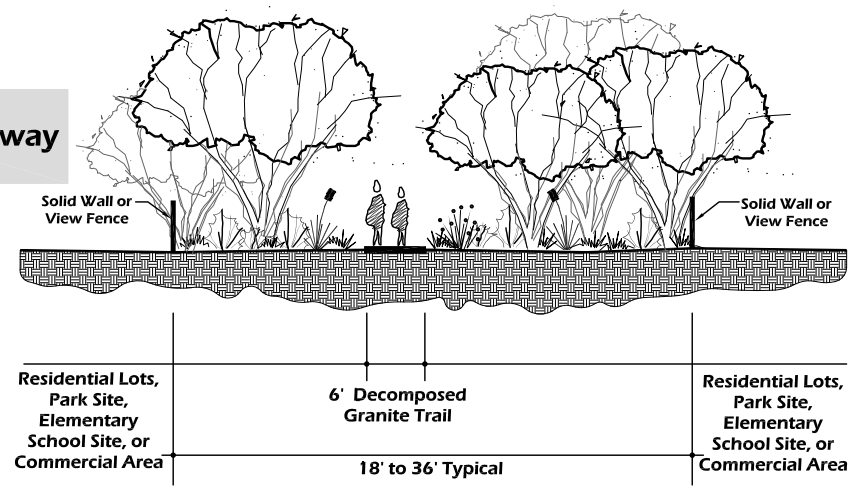
**Section A: West Side
Railroad Greenway**



**Section B: East Side
Railroad Greenway**




Section C: Greenway



Note: See Exhibit G: Parks, Trails and Open Space Plan for the conceptual location of the above depicted greenways throughout the PUD.



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8g.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 618-14: The Reserve at Lookout Mountain PUD (PZC-02-14-PUD)		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Public hearing and first reading only on August 4, 2014.

After second reading on a future date, motion to adopt Ordinance No. 618-14 for the Reserve at Lookout Mountain PUD.

REQUEST:

This is a request by United Engineering Group, on behalf of RMG Lucky Hunt LLC, for approval of the following:

A request to change the existing zoning on approximately 65 acres from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD). The Reserve at Lookout Mountain PUD is a proposed single-family residential community generally located on the west side of Hunt Highway at the Heritage Road alignment. This case is contingent upon the annexation of the property into the Town of Florence, per pending Annexation 2013-01.

BACKGROUND/DISCUSSION:

The purpose of this application is to change the zoning on the subject property from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD). This PUD lays out the land use characteristics for the development that will include single family residential homes and open space tracts. This PUD adheres to the Town's overall plan and Florence's vision for future build out. The proposed land use for this project will aid the Town in meeting their growth area goals and to help the expanding economy.

The proposed project encompasses 65.07 acres located adjacent to Hunt Highway, west of the future Walker Butte Pkwy alignment and the Oasis at Magic Ranch Master

Subject: Ordinance No. 618-14 The Reserve At Lookout Mountain PZC-02-14-PUD

Meeting Date: August 4, 2014

Planned Community, south of a large parcel of Arizona State Trust land and east of the Gila River Indian Community.

The subject site is currently within the jurisdiction of Pinal County; however, it is part of a large annexation by the Town of Florence. The Reserve consists of three parcels, 200-25-001C, 200-25-001E and 200-25-001F. Currently, the Reserve at Lookout Mountain PUD is mostly raw desert and there are remnants of an old storage shed and a small abandoned granite mining operation. The topography varies from relatively flat with a slight slope from south to north, to area with slopes of 18% and greater.

The surrounding properties in the area include vacant desert land, Gila River Indian Community, Johnson Utilities WWTP, Lookout Mountain PUD, future commercial center and the Magic Ranch Master Planned Community. Downtown Florence is located approximately 12 miles southeast of the site.

ANALYSIS:

The Reserve lies within the designated "Middle Suburban" growth area. The General Plan identifies the property within one of six areas that will assist the Town of Florence in meeting its growth area goals and help shape the Town's character and future expanding economy.

Residential Development

The Reserve at Lookout Mountain development intends to develop as a premier hillside community with multiple residential lot sizes of 50' x 115' and 60' x 120'. In addition, the development will include pocket parks, a looped trail system, and a common community design identity. The community will be developed in phases under a "Planned Unit Development" master plan and per the Development Agreement being negotiated concurrently with the annexation.

The density proposed for the project will remain consistent with the General Plan with a maximum of 4.0 dwelling units per acre or 260 residential lots and residential uses permitted within this PUD range from lots sizes for the area of 5,175 sq. ft. to larger 7,200 sq. ft. lots.

Architectural styles will vary with the final design and the sizing of homes. It is envisioned that the master developer will help determine the character of the homes being built within the project. Builders will be encouraged to offer a variety of options to individualize the homes, color variety, and low-water-use front yard designs.

A Conceptual Development Plan has been prepared to demonstrate a potential configuration for the various housing lots, circulation pattern, and open space/recreation opportunities. The opportunity to develop a unique community utilizing the hillside and open space has been incorporated into the layout with the use of looped trail systems. The final lotting layout will be determined with preparation of a preliminary plat.

Hillside Residential Requirements

No lots shall be developed where a natural slope of 18% percent or greater is present. The 18% percent slope line will be determined by slope analysis provided by the applicant. The Community Development Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

Open Space, Parks and Trails

A minimum of 15% overall open space area will be required based upon the total site acreage (65.07 acres) of the Project. Therefore, a minimum of 9.7 acres will be necessary for open space within the community. Open space for the project will consist of a network of hillside preserve, looped trails, parks, pedestrian pathways, tot lots, ramadas, retention areas, and landscape buffers along the arterial and collector roadways. Pathways are connected by sidewalks and streets so the recreation system is fluid and highly accessible.

The landscape design concept for the open space areas will include the use of shade trees, shrubs, ground cover and areas of turf for passive and active recreation. Plant material selections will be adaptable to the desert low water environment. Open space tracts for the PUD shall be improved concurrent with the development phase in which the landscaping or amenities are located. All residential open space areas, including landscaping within adjacent rights-of-way, will be maintained by a homeowner's association. Parks, trails and path areas are to be developed to the standards set forth in the 2008 Town's Parks, Trails and Open Space Master Plan. All paths and trail systems shall be lighted to help ensure pedestrian safety except for the hillside trails. Only the hillside trailhead will be lighted.

Utilities

All existing and new onsite utilities that will serve the subject site will be placed underground except as approved by the Town Engineer. Operation and maintenance of all utilities and facilities will be managed by the appropriate operating entity upon approval and completion of construction. Sewer facilities, water facilities, street lights, and fire hydrants will be provided according to the appropriate agency's guidelines, per the recommendations of the Town's Engineering and Fire Departments and other governmental regulations applicable to the construction of various facilities.

Water

Potable water for the project will be provided by Johnson Utilities. A water master plan report and plans, meeting the approval of the Town Engineer, are required prior to the approval of final plats for this development. If required, this PUD shall permit the placement of the necessary water infrastructure, including, but not limited to water mains, wells, pumps, and water storage facilities within the project.

Sewer

Sewer service for the project will be provided by Johnson Utilities. A sewer master plan study and plans, meeting the approval of the Town Engineer, are required prior to the approval of final plats for this development. If required, this PUD shall permit the placement of the necessary sewer infrastructure, including, but not limited to sewer mains, recharge areas, and lift stations within the project.

Transportation

The transportation and circulation plan will be developed consistent with recommendations from the Community Development Director and Town Engineer as well as the approved Lookout Mountain Traffic Impact Study which identifies the point of ingress/egress for this project. The Reserve will share a point of ingress/egress off Hunt Highway with the proposed neighboring Lookout Mountain project and an adjacent commercial center. Required improvements, as well as any potential phasing of required improvements, shall be further determined upon the review of detailed construction plans for the subject site.

General Plan

The subject site's proposed uses and PUD Zoning are consistent with the Town of Florence 2020 General Plan. The subject site retains the General Plan designation of Medium Density Residential 1(MDR1).

PUBLIC PARTICIPATION:

The Town has reached out to all Town residents and other property owners through a public participation process that includes:

- A notice for the Planning and Zoning Commission public hearings was mailed to all property owners within 300 feet of the site
- Property Posting (Sign) - Notice of public hearing for a Planned Unit Development was posted on the site
- Advertisements in the local Town paper
- One public hearing for the Planning and Zoning Commission
- Town Council public hearing and action meeting

As of this writing, staff has not received any public comments on this case.

HEARINGS:

June 19, 2014	Planning and Zoning Public Hearing
August 4, 2014	Town Council Public Hearing and 1 st Reading
*Future Date	Town Council and 2 nd Reading Action

All meetings will be held at Town Hall Council Chambers, 775 North Main Street, Florence, Arizona 85132.

*Indicates a Special Meeting by the Town Council.

FINDINGS:

Planning Staff offers the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan
2. The zone change from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD) for The Reserve at Lookout Mountain is consistent with the MDR1 General Plan land use designation.

FINANCIAL IMPACT:

This Planned Unit Development will have no immediate financial impact; however, future residential development of the subject area will have a positive impact on the Town.

RECOMMENDATION:

The Planning and Zoning Commission found that The Reserve at Lookout Mountain Planned Unit Development (PZC-02-14-PUD) is in compliance with the Town’s 2020 General Plan and is in the interest of general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on The Reserve at Lookout Mountain Planned Unit Development, as described in Exhibit A, to the Mayor and Town Council, subject to the following conditions:

1. The development of the subject site shall be in conformance with The Reserve at Lookout Mountain Planned Unit Development (PUD) development book dated May 13, 2014, any applicable Development Agreements, Town codes and ordinances.

2. Property Owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.
3. The extent of all on-site and off-site improvements required by the Town, as well as the phasing of such, shall be subject to further Town Engineer and Planning Department reviews and approvals of development/construction plans and engineering reports.
4. Final plans for grading, drainage, infrastructure phasing, right-of-way dedications, roadway improvements, water plans and sewer plans are subject to the review and approval of the Town Engineer.
5. All future development of the site shall be subject to the Town's Design Review process which shall consider, amongst other things, site design, architectural designs, building materials, lighting, parking, landscaping, grading, drainage, access, circulation, building colors, signage, building locations, buffering, sanitation, walls, fences, fire protection and compatibility with surrounding properties. Design Review approval is required prior to the issuance of building permits for the site.
6. Any additional conditions deemed necessary by the Town Council.

ATTACHMENTS:

Ordinance No. 618-14
Exhibit A
Exhibit B
Application materials

ORDINANCE NO. 618-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RESERVE AT LOOKOUT MOUNTAIN PLANNED UNIT DEVELOPMENT (PZC-02-14-PUD).

WHEREAS, a request to change the existing zoning on the subject properties from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD) has been proposed and a public hearing has been held by the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has found the Reserve at Lookout Mountain PUD is in conformance with the Town's 2020 General Plan; and

WHEREAS, the Planning and Zoning Commission has forwarded the Mayor and Council of the Town of Florence, Arizona, an unanimous favorable recommendation for the Reserve at Lookout Mountain PUD, subject to certain conditions; and

WHEREAS, said proposal has been considered by the Mayor and Council of the Town of Florence, Arizona, and the Reserve at Lookout Mountain PUD has been found to be appropriate and further found to promote the health, safety and welfare of the residents of the Town and its orderly growth.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

The Zoning Map of Florence, Arizona, is hereby amended by changing the zoning classification of the parcels of land depicted on EXHIBIT A attached hereto, from Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD), subject to the following condition:

1. The development of the subject site shall be in conformance with The Reserve at Lookout Mountain Planned Unit Development (PUD) development book dated May 13, 2014, any applicable Development Agreements, Town codes and ordinances.
2. Property Owners agree to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. § 12-1134] pursuant to the waivers attached hereto as Exhibit B.
3. The extent of all on-site and off-site improvements required by the Town, as well as the phasing of such, shall be subject to further Town Engineer and

Planning Department reviews and approvals of development/construction plans and engineering reports.

4. Final plans for grading, drainage, infrastructure phasing, right-of-way dedications, roadway improvements, water plans and sewer plans are subject to the review and approval of the Town Engineer.
5. All future development of the site shall be subject to the Town's Design Review process which shall consider, amongst other things, site design, architectural designs, building materials, lighting, parking, landscaping, grading, drainage, access, circulation, building colors, signage, building locations, buffering, sanitation, walls, fences, fire protection and compatibility with surrounding properties. Design Review approval is required prior to the issuance of building permits for the site.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this ____ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

Exhibit A: Reserve at Lookout Mountain PUD Zone Change



**Town of
Florence**



Reserve Site Parcel Lines

Town Limits

Legal Description

Parcel No. 1:

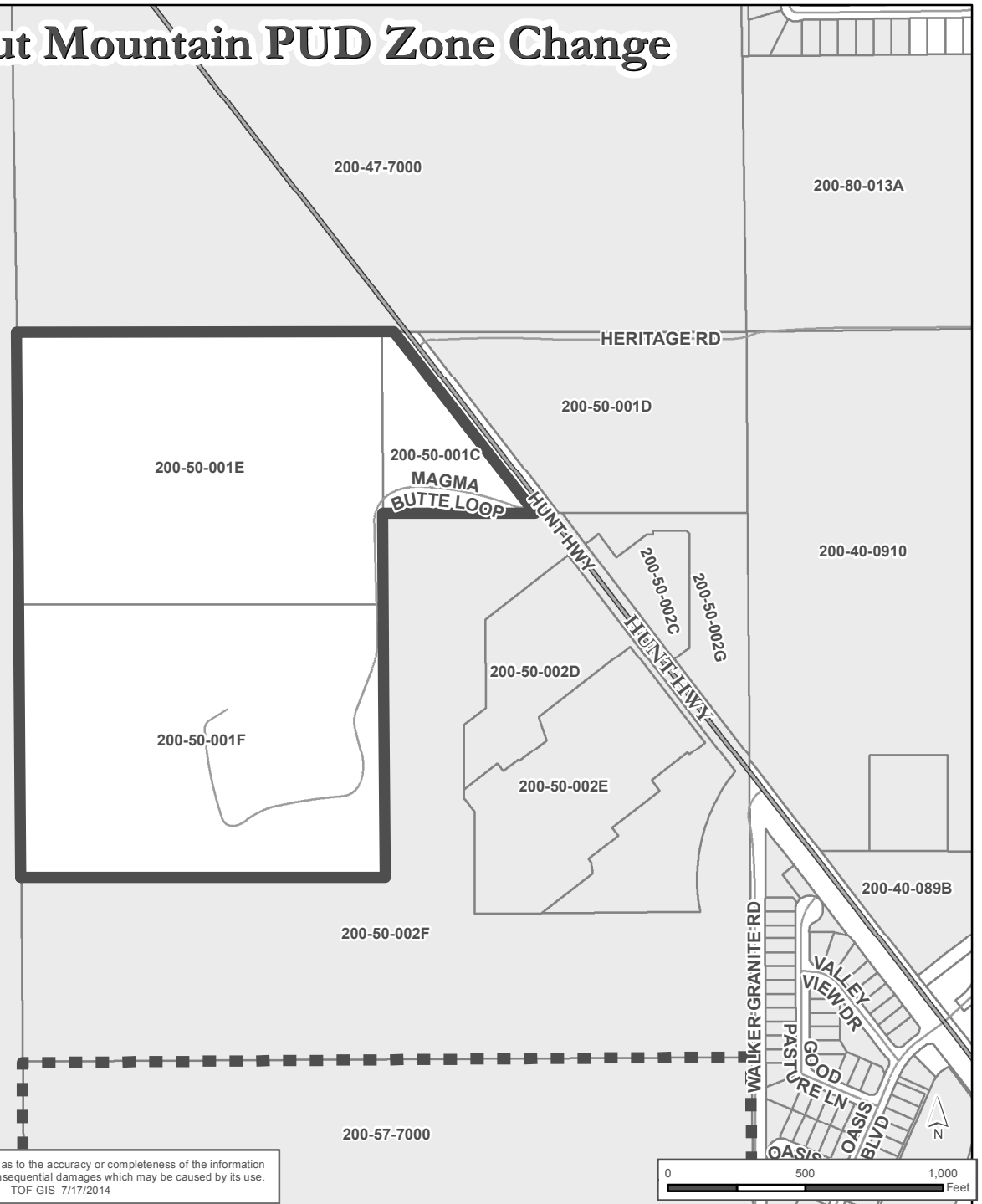
The North half of the Northwest Quarter of the Northeast Quarter and the North half of the South half of the Northwest Quarter of the Northeast Quarter of Section 10, Township 4 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Parcel No. 2:

The North half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 4 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, lying West of Hunt Hwy Right of Way line.

Parcel No. 3:

The South half of the south half of the Northwest Quarter of the Northeast Quarter and the North half of the Southwest Quarter of the Northeast Quarter of Section 10, Township 4 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County.



This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

Reserve_Exhibit_A.mxd TOF GIS 7/17/2014

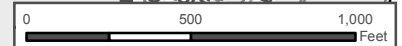


EXHIBIT B

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is/are the owner(s) of the subject land described in Exhibit A hereto that is the subject of a Zone Change/Planned Unit Development Application PZC-02-14-PUD. By signing this document, the undersigned agrees and consents to all the conditions imposed by the Florence Town Council in conjunction with the approval of the Zone Change/Planned Unit Development Application PZC-02-14-PUD ("Conditions of Approval") and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Zone Change/Planned Unit Development Application PZC-02-14-PUD. Except as expressly set forth in the Zone Change/Planned Unit Development Application PZC-02-14-PUD and its Conditions of Approval, nothing herein shall constitute a waiver of any other of the undersigned's rights pursuant to the above-referenced statutes.

200-25-001C, 200-25-001E, 200-25-001F

Parcel(s) Numbers

RMG Lucky Hunt 65 LLC, an Arizona limited liability Company

By: RMG Arizona Properties Holding XXI, LLC, an Arizona limited liability Company

By: RON M CRAE

Owner(s) Signature Authorized Agent

RON M CRAE

Print or Type Name

STATE OF ARIZONA)

County of MARICOPA)

ss

On this 23rd day of MAY, 2014, before me, the undersigned Notary Public, personally appeared RON M CRAE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument.

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

My commission expires: 2/26/2017



Mary E. Watkins
Notary Public

APPLICATION FOR REZONING

PROJECT NAME: The Reserve at Lookout Mountain

APPLICATION TYPE: Rezoning PUD PUD Amendment

1. Property Owner: Name: RMG Lucky Hunt LLC
Address: 8800 N Gainsley Center Dr, Suite 255
Scottsdale, AZ 85258
Phone: 480-609-1200 Fax: 480-609-1130
Email: RON@Roomchase.com

2. Applicant/Developer: Name: United Engineering Group
Address: 3205 W Ray Rd. Ste. 1
Chandler, AZ 85226
Phone: 480-765-5372 Fax: 480-765-5376
Email: Shamill@unitedeng.com

3. Address or Location of Property: SWC Hunt Hwy & Heritage Rd

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name: A Portion of the Northeast Quarter of Section 10,
Township 4 South, Range 8 East

Tax Parcel Numbers: 200-25-001C & 200-25-001E

Gross Acres: 65.077 Net Acres: 65.077

5. Current Zoning District: General Rural (county)

6. Proposed Zoning District: PUD

[Signature] 12-11-13
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:

CASE NO. <u>PZC-02-14-2C</u>	APPLICATION DATE AND TIME _____
PZ HEARING DATE <u>June 19</u>	FEE \$ _____
1 st TC HEARING DATE <u>August 4</u>	REVIEWED BY: <u>Gilbert Olym</u>
2 nd TC HEARING DATE <u>August 11</u>	
RECOMMENDATION: APPROVAL	DISAPPROVAL

OWNER'S PERMISSION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is **not** the owner of the property.

I/we, the Undersigned, do hereby grant permission to: United Engineering Group

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

+/-65 acres located at the SEC of Hunt Hwy & Arizona Farms Rd, referred to as RMG Lucky Hunt 65, LLC

Owner(s) RMG Lucky Hunt 65, LLC, an Arizona limited liability company
By: RMG Arizona Properties Holding LLC, an Arizona limited liability company
[Signature]
Its Manager
Signature

Ronald H. McKee
Print or Type Name

Address 8800 N Gainey Center Dr unit 255
Scottsdale AZ, 85258

Telephone 480-609-1200

STATE OF ARIZONA)
County of MARICOPA) SS

On this 2nd day of October, 20 13, before me, the undersigned Notary Public, personally appeared R. H. McRAE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that R. H. McRAE executed the same.

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

My commission expires: 10/31/13

[Signature]
Notary Public



UNITED ENGINEERING GROUP

The Reserve

At Lookout Mountain

Planned Unit Development
(PUD)

Florence, Arizona

May 13th, 2013

PLANNED UNIT DEVELOPMENT (PUD)

NARRATIVE

FOR

The Reserve

At

Lookout Mountain

Submitted to

Town of Florence, Arizona

December 17th, 2013

Revised May 13th, 2014

APPLICANT/PROPERTY OWNER

RMG LUCKY HUNT, LLC

8800 N. Gainey Center Drive

Suite 255

Scottsdale, AZ 85258

(480) 609-1200

AGENT/ENGINEER

UNITED ENGINEERING GROUP, LLC

3205 W. Ray Road

Suite 1

Chandler, AZ 85226

(480) 705-5372

UEG Project No. 15922

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EXHIBITS

- A. Vicinity Map
- B. Assessor Parcel Map
- C. Topographic Map
- D. Slope Analysis
- E. FEMA FIRM Map
- F. Florence 2020 General Plan
- G. Florence Existing Zoning
- H. Florence Proposed Zoning
- I. Area Circulation Map

APPENDIX

- A. Rezoning / PUD Application
- B. Legal Description
- C. Conceptual Development Plan
- D. Reciprocal Easement Agreement

1.0 PURPOSE OF REQUEST

The purpose of this report is to establish and request the approval of Planned Unit Development (**PUD**) zoning for The Reserve at Lookout Mountain (**"The Reserve" or "The Project"**), an approximate 65 acre community. This PUD lays out the land use characteristic for the development. The PUD calls for single-family residential, open space tracts and hillside uses.

This project narrative serves as an application to the Town of Florence to establish The Reserve PUD zoning. The signed Rezoning/PUD Amendment application can be found in **Appendix A**.



Figure 1 - Conceptual Lotting Plan

2.0 EXISTING SITE CONDITIONS

The Reserve is located adjacent to Hunt Highway, west of the future Walker Butte Pkwy alignment and the Oasis at Magic Ranch Master Planned Community, south of a large parcel of Arizona State Trust land, and east of the Gila River Indian Community (See **Exhibit A – Vicinity Map**). The Project is currently within the jurisdiction of Pinal County, however, it is part of a large annexation initiated by the Town of Florence. The annexation is expected to be completed in 2014. The Project consists of three (3) parcels, 200-25-001C, 200-25-001E, and 200-25-001F totaling 65.077 acres (See **Exhibit B - Assessor Parcel Map**). A legal description for the subject site can be found in **Appendix B**.



Figure 2 - Hillside



Figure 3 – Hillside Views

The Project is currently mostly raw desert. There are remnants of an old storage shed and what appears to be a small abandoned granite mining operation. The topography varies from relatively flat with a slight slope from south to north, to area with slopes of 18% and greater. There are two significant peaks on the site, one rising 75 feet above the entry elevation and the other 125 feet (See **Figure 1 & 2** as well as **Exhibit C – Topographic Map and Exhibit D – Slope Analysis**). The property is located within Flood Zone ‘X’ areas determined to be outside of the 100-year and 500-year floodplain (See **Exhibit E – FIRM Map** {Map No. 04021C0850E, dated December 4, 2007}).

The property has a land use designations of Medium Density Residential (**MDR1**) which allows between 4.0 - 8.0 du/ac (See **Exhibit F – Florence 2020 General Plan, Exhibit G – Florence Existing Zoning, and Exhibit H – Proposed Florence Zoning**).

Transportation corridors and area circulation will be developed in conformance with the Town’s General Plan. See **Exhibit I – Area Circulation Map** for a representation of the major roadways in the areas of the subject site.

3.0 RELATIONSHIP TO SURROUNDING PROPERTIES

The surrounding properties in the area include vacant desert land, Gila River Indian Community, Johnson Utilities WWTP, Lookout Mountain PUD, future Barclay/Fry’s commercial center, and the Magic Ranch Master Planned Community and Golf Course. Downtown Florence is located approximately 12 miles southeast of the site via major roadways.

The surrounding General Plan land use designations are as follows:

- North: Medium Density Residential (MDR1) and Community Commercial (CC)
- South: Medium Density Residential (MDR1) and Community Commercial (CC)
- East: Medium Density Residential (MDR1) and Community Commercial (CC)
- West: Gila River Indian Community (GRIC)

The surrounding zoning districts are as follows:

- North: General Rural (GR) – Pinal County
- South: Planned Area Development (PAD) – Pinal County
- East: Planned Area Development (PAD) – Pinal County
- West: Gila River Indian Community (GRIC)

Refer to **Exhibit F – Florence 2020 General Plan** and **Exhibit G – Florence Existing Zoning** for a map of the subject site and surrounding properties.

4.0 RELATIONSHIP TO TOWN OF FLORENCE LAND USE PLAN

The Reserve lies within the designated “Middle Suburban” growth area. The General Plan identifies the property within one of six areas that will assist the Town in meeting its growth areas goals, will greatly shape the Town’s character and are vital to its expanding economy.

The subject site currently consists of MDR1 Medium Density Residential (4 to 8 homes per acre) (Refer to **Exhibit F – Florence 2020 General Plan**):

The land use designation proposed with this application is consistent with the General Plan for the subject site.

5.0 PRELIMINARY DEVELOPMENT PLAN

The Reserve at Lookout Mountain development intends to develop as a premier hillside community with multiple residential lot sizes of 50'x115' and 60'x120'. In addition, the development will include pocket parks, a looped trail system, and a common community design identity (Refer to the Conceptual Development Plan located in **Appendix C**). The community will be developed in phases under a "Planned Unit Development" master plan and per the Development Agreement being negotiated concurrently with the annexation.

The density proposed for the project will remain consistent with the General Plan with a maximum of **4.0 dwelling units per acre or 260 residential lots**.

5.1 Residential

Residential uses permitted within the Project range from lots sizes typical for the area of 5,175 s.f. to larger 7,200+ s.f. lots. The residential land use, Medium Density Residential (MDR1), within the Project will be subject to the requirements in, **Table 1: Residential Development Standards**, as well as other applicable Town standards and codes.

Architectural styles will vary with the final design and the sizing of homes. It is envisioned that the master developer will help determine the character of the homes being built within the Project. Builders will be encouraged to offer a variety of options to individualize the homes, color variety, and low-water-use front yard designs.

A Conceptual Development Plan has been prepared to demonstrate a potential configuration for the various housing products, circulation pattern, and open space/recreation opportunities. The opportunity to develop a unique community utilizing the hillside and open space has been incorporated into the layout with the use of looped trail systems. The final lotting layout will be determined with preparation of a preliminary plat.

All residential products will be subject to the Town's Design Review process.

Table 1 - Residential Development Standards

Land Use	Min. Lot Area (sf)	Min. Lot Width (ft)	Min. Setbacks (ft)	Max. Build. Height (ft)	Min. Distance Between Bldg's (ft)
S.F.R.	7,000 SF (60' x 120')	60'	Front – 20' ^(1,2) (garage door facing street) Rear – 15' ^(2,3) Side – 5' ⁽²⁾ ; Street Side – 10'	35' ⁽⁵⁾	10'
S.F.R.	6,000 SF (55' x 115')	55'	Front – 20' ^(1,2) (garage door facing street) Rear – 15' ^(2,3) Side – 5' ⁽²⁾ ; Street Side – 10'	35' ⁽⁵⁾	10'
S.F.R.	5,500 SF (50' x 115')	50'	Front – 20' ^(1,2) (garage door facing street) Rear – 15' ^(2,3) Side – 5' ⁽²⁾ ; Street Side – 5'	35' ⁽⁵⁾	10'
S.F.R.	5,000 SF (45' x 115')	45'	Front – 20' ^(1,2) (garage door facing street) Rear – 15' ^(2,3) Side – 5' ⁽²⁾ ; Street Side – 5'	35' ⁽⁵⁾	10'

Notes:

1. Side entry garage or living area 10'
2. Fireplace, Chimneys, and Architectural projections may extend 2' into all setbacks
3. Patio Cover 5'
4. Patio covers may encroach into side and rear setbacks 5'
5. Max building height will be limited to 30' on slopes of 10% or greater as per the slope analysis.

5.1.1 Single Family Residential

This residential area has been planned in a vibrant and sustainable manner to set forth a safe, effective, and attractive pedestrian-friendly environment that encourages connectivity and interaction. This project includes an appropriately balanced mix of lots. The Reserve was planned with sensitivity to the planned land uses within the development and to the surrounding areas. To achieve diversity, the final design may feature a mix of SFR areas with lots ranging from 5,175 s.f. to over 7,200 s.f. for the neighborhoods. The Project will be subject to the development standards listed within **Table 1**, as well as other applicable Town standards and codes.

Principally permitted uses within this portion of the PUD will be as allowed in the Town's conventional R1-6 (Single-Family Residential) zoning district. Primary uses include, but are not limited to, the following:

- a. Single-family detached dwelling unit.

- b. Accessory uses and buildings, including, but not limited to, private swimming pools, home occupations, and model homes; subject to Town codes.
- c. Park, playground and community owned buildings.
- d. Conditionally permitted uses shall be per Town of Florence codes.

5.1.2 Hillside Residential Requirements.

5.1.2.1 Slope Development Restrictions.

No lots shall be developed where a natural slope of eighteen (18) percent or greater is present. The eighteen (18) percent slope line will be determined by slope analysis provided by the applicant as described under subsection 5.1.2.6 of this section. The community development director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor (Refer to **Exhibit D – Slope Analysis** to illustrate to existing slopes within the Project).



5.1.2.2 Minimum Lot Size.

Minimum lot size shall be 5,000 sq.ft. within a slope category of eighteen (18) percent or less

5.1.2.3 Building Height.

Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5.1.2.4 Setbacks and Other Site Development Criteria.

Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the residential development standards within **Table 1**.

5.1.2.5 Slope Calculations.

For the purposes of this section, the following method will be used to determine slope.

- a. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).
- b. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.
- c. This base topographic map shall include all adjoining properties within fifty (50) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to eighteen (18) percent, and greater than eighteen (18) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

Refer to **Exhibit D** for the Project Slope Analysis.

5.1.2.6 Slope Mapping Method.

- a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.
- b. In preparing a slope map, those portions of ravines, ridges and terraces of less area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.

5.2 Open Space, Parks and Trails

A minimum of 15% overall open space area will be required based upon the total site acreage (65.077 acres) of the Project. Therefore, a minimum of 9.7 acres will be necessary for open space within the community.

Open space for the Project will consist of a network of hillside preserve, looped trails, parks, pedestrian pathways, tot lots, ramadas, retention areas, and landscape buffers along the arterial and collector roadways. Pathways are connected by sidewalks and streets so the recreation system is fluid and highly accessible (See **Figure 3 Sample Walking Trail**).



Figure 4 - Sample Walking Trail

The landscape design concept for the open space areas will include the use of shade trees, shrubs, ground cover, and areas of turf for passive and active recreation. Plant material selections will be adaptable to the desert low water environment. Open space tracts for the PUD shall be improved concurrent with the development phase in which the landscaping or amenities are located. All residential open space areas, including landscaping within adjacent rights-of-way, will be maintained by a homeowner’s association. Parks, trails and path areas are to be developed to the standards set forth in the Town’s Parks, Trails and Open Space Master Plan. All paths and trail systems shall be lighted to help ensure pedestrian safety except for the hillside trails. Only the hillside trailhead will be lighted.

Park areas within residential parcels will contain multiple amenities to encourage both passive and active recreational usage. Amenities may include ramadas, picnic tables, tot lots, and walkways. Turf play areas may also be provided for additional activities.

5.3 Entry Monuments, Walls and Project Theme

Monumentation features and entry landscaping have not been determined for The Reserve at Lookout Mountain, but will be planned and designed to establish a theme for this master planned community. A comprehensive sign plan will be provided for the development. Materials, colors, and construction methods for entry monuments are subject to some variation, so long as the proposed character and theme of the monuments is preserved and per the approval of the Community Development Director.

Perimeter and other wall materials, designs, and colors, will carry on the project’s theme established by the project’s monument signage and landscaping. View walls will be determined

at the final design and per association guidelines. Wall and fence heights will be limited to a maximum height of six (6) feet. Materials, colors, and construction methods for theme, view and accent walls are subject to some variation, so long as the proposed character and theme of the walls is preserved and per the approval of the Community Development Director.

5.4 Front Yard Landscaping

Front yard landscaping is required for all homes and unless approved by the Community Development Director, will be provided by the developer/home builder. Front yard landscaping provided by the developer/builder or their representative must be installed within one month of closing. The Community Development Director may extend installation times for homeowner installed or custom landscaping improvements for individual lots. Front yard landscape packages offered by developers/builders shall be subject to the review and approval of the Community Development Director and must meet the following requirements: a variety of standard and upgraded front yard landscape packages with automatic irrigation systems shall be provided; front yard landscaping designs with berming, river run features, courtyards, lighting, or other creative features shall be offered for standard landscape designs.

6.0 UTILITIES

All existing and new onsite utilities that will serve the subject site will be placed underground except as approved by the Town Engineer. Operation and maintenance of all utilities and facilities will be managed by the appropriate operating entity upon approval and completion of construction. Sewer facilities, water facilities, street lights, and fire hydrants will be provided according to the appropriate agency’s guidelines, per the recommendations of the Town’s Engineering and Fire Departments and other governmental regulations applicable to the construction of various facilities.

Table 2 - Utility Providers

Services	Provider	Location
Electrical	APS	At Site
Telephone	Century Link	At Site
Cable	Cox	At Site
Natural Gas	None	To be Extended
Potable Water	Johnson Utilities	At Site
Sanitary Sewer	Johnson Utilities	At Site
Fire and Emergency	Town of Florence	Facility at Anthem Merrill Ranch and Town of Florence

6.1 Water

Potable water for the Project will be provided by Johnson Utilities. A water master plan report and plans, meeting the approval of the Town Engineer, are required prior to the approval of Final Plats for this development. If required, this PUD shall permit the placement of the necessary water infrastructure, including, but not limited to water mains, wells, pumps, and water storage facilities within the project.

6.2 Sewer

Sewer service for the Project will be provided by Johnson Utilities. A sewer master plan study and plans, meeting the approval of the Town Engineer, are required prior to the approval of Final Plats for this development. If required, this PUD shall permit the placement of the necessary sewer infrastructure, including, but not limited to sewer mains, recharge areas, and lift stations within the project.

7.0 TRANSPORTATION

The transportation and circulation plan will be developed consistent with recommendations from the Community Development Director and Town Engineer as well as the approved Lookout Mountain traffic impact study which identifies the point of ingress/egress for this Project. The Reserve will share a point on ingress/egress off Hunt Highway with the neighboring Lookout Mountain and Barclay/Fry's commercial center. The shard access point has been established via a **Reciprocal Easement Agreement** recorded in Pinal County under fee number: 2005-160220 (See **Appendix D – Reciprocal Easement Agreement**). Lookout Mountain is controlled under another McRae Group Entity and a similar agreement will be entered into between the Project and Lookout Mountain. Required improvements, as well as any potential phasing of required improvements, shall be further determined upon the review of detailed construction plans for the subject site.

Roadway standards, roadway development, and traffic impact analysis reports (as requested by the Town) will be subject to review and approval of the Town Engineer.

The design, phasing, and construction of Hunt Highway will be subject to compliance with the *Roadway Alignment and Dedication Development Agreement* recorded and approved in June 2007 (Pinal County Recorder No. 2007-073827), as well as all applicable Town codes.

8.0 GRADING AND DRAINAGE

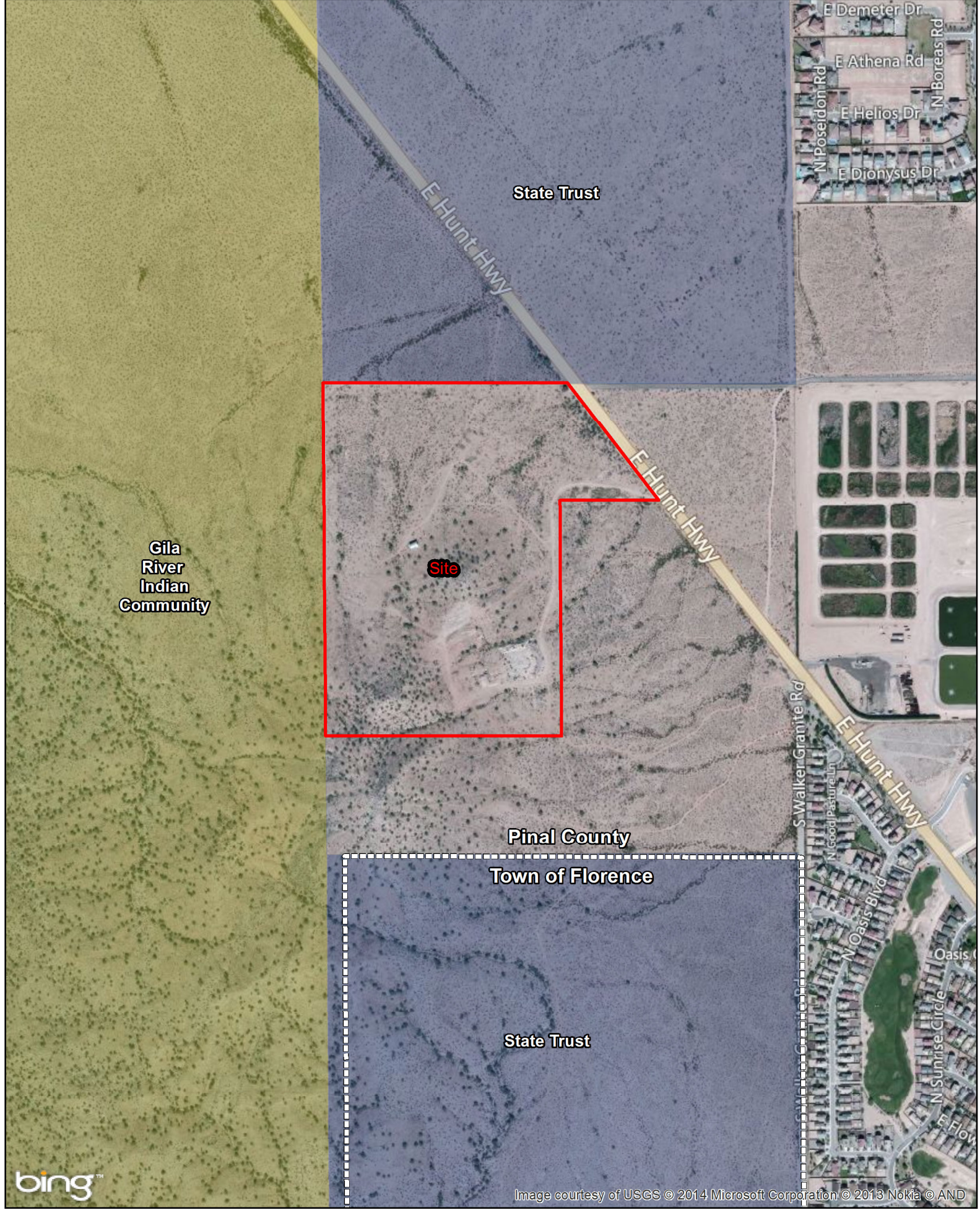
The topography varies from relatively flat with a slight slope from south to north, to area with slopes of 18% and greater. There are two peaks on the site, one rising 75 feet above the entry elevation and the other 125 feet. (See **Exhibit C – Topographic Map and Exhibit D – Slope Analysis**). The property is located within Flood Zone 'X' areas determined to be outside of the 100-year and 500-year floodplain (See **Exhibit E – FIRM Map** {Map No. 04021C0850E, dated December 4, 2007}).

Preliminary and final grading and drainage plans and reports will be subject to the review and approval of the Town Engineer.

9.0 COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S)

Common areas within The Reserve at Lookout Mountain will be subject to maintenance by a Home Owners Association (**HOA**) which will be established in conjunction with development of Phase I of the Master Plan. CC&R's The Reserve that include language for the establishment of a HOA and provision for creation of liens in conjunction with the HOA for maintenance funding will be provided at the time of final platting.

EXHIBITS



Gila River Indian Community

Site

State Trust

Pinal County

Town of Florence

State Trust

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Image courtesy of USGS © 2014 Microsoft Corporation © 2013 Nokia © AND

The Reserve at Lookout Mountain

Pinal County, Arizona

0 0.1 Miles

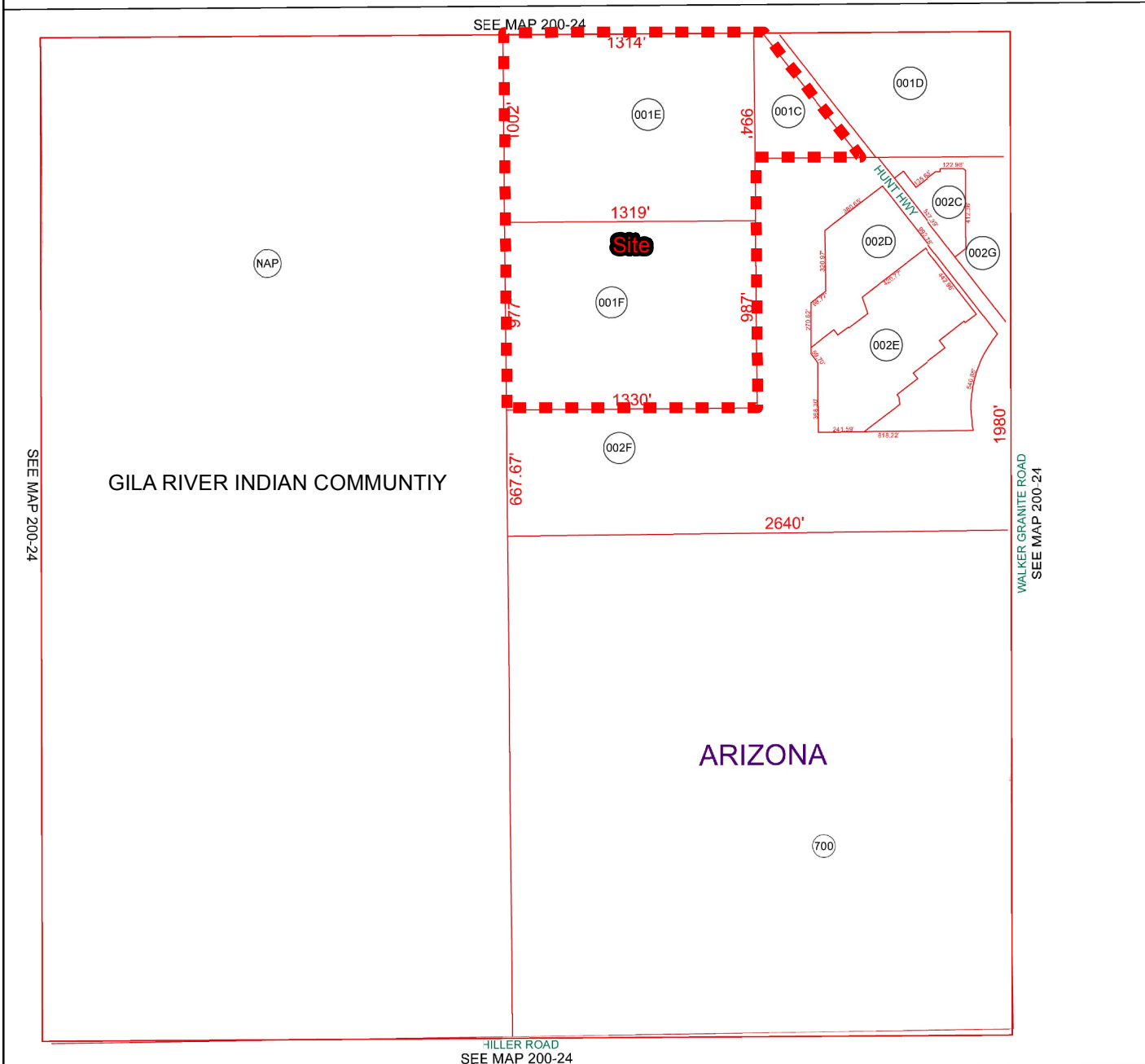


united engineering group

Exhibit A - Aerial Vicinity Map



united
engineering
group

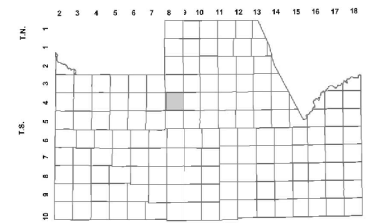


BOOK - MAP

200-25

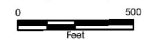
SEC.10.T.04S.R.08E

LOCATION MAPS
F.E.



TOWNSHIP

TOWNSHIP					
ARIZONA					
SECTION					
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



Revised: 10/4/2012

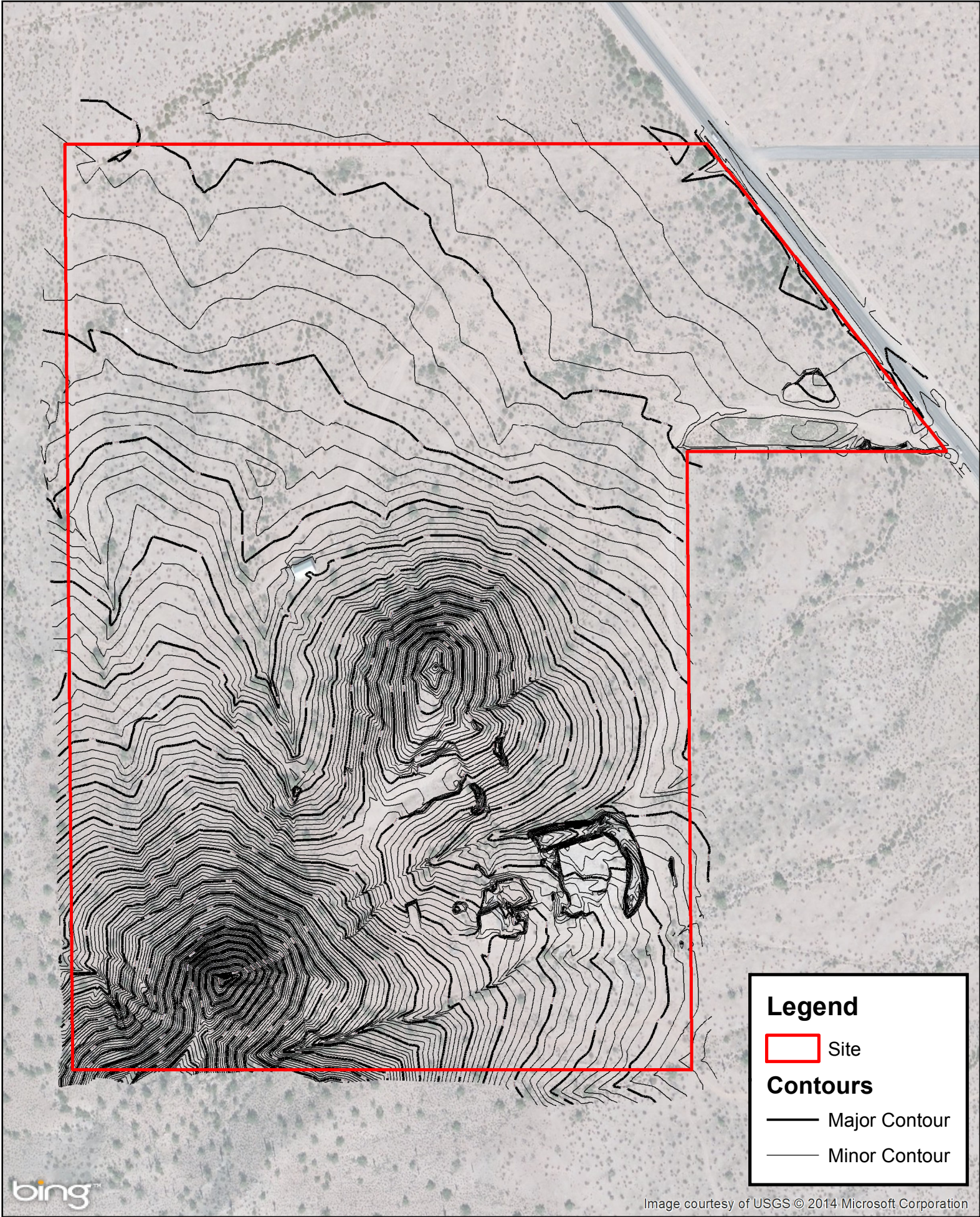
By: *KG*




PINAL COUNTY
wide open opportunity

Pinal County Assessor


THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY PINAL COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR THE PINAL COUNTY ASSESSOR'S OFFICE PURPOSES.




Legend

 Site

Contours

 Major Contour

 Minor Contour

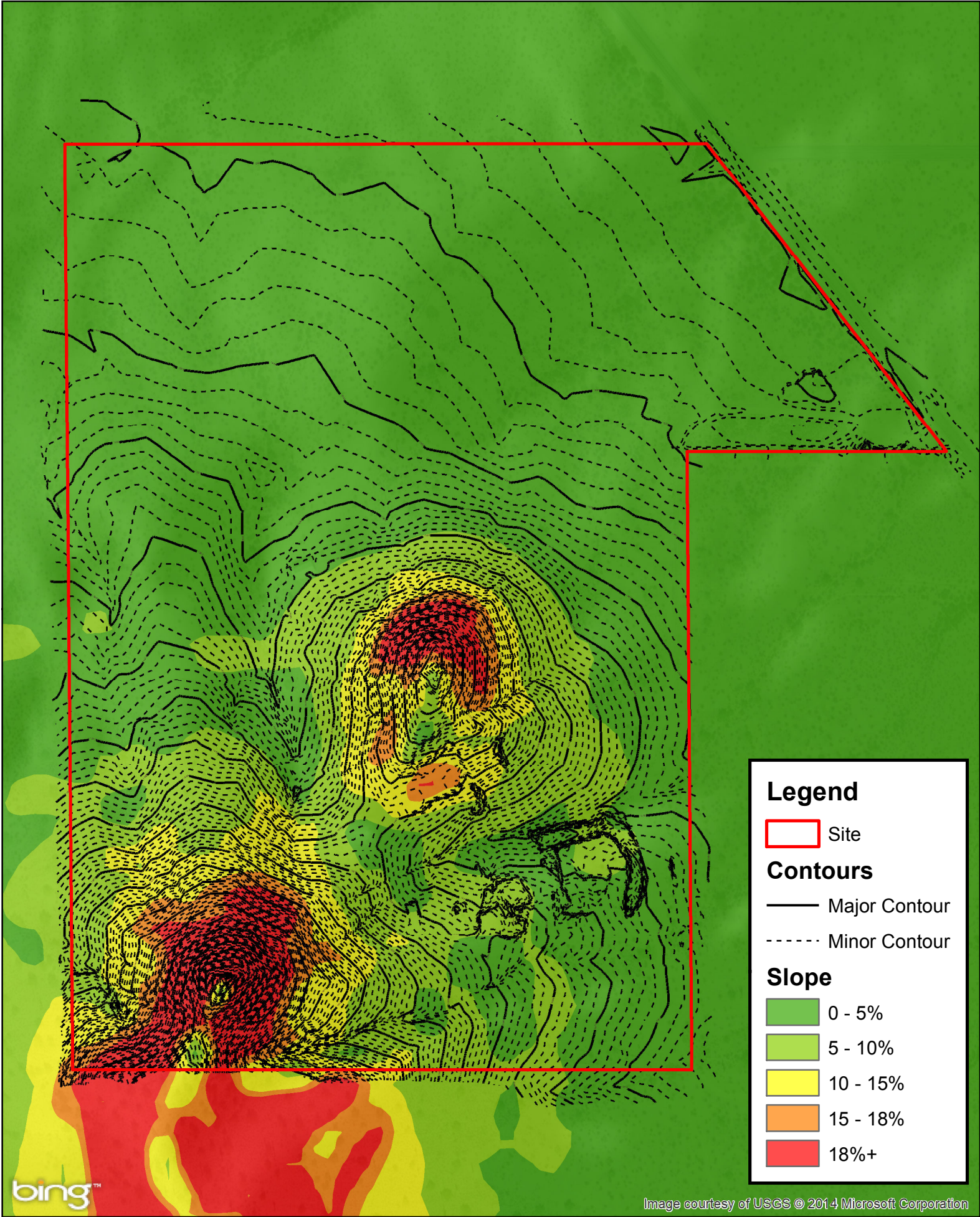
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Image courtesy of USGS © 2014 Microsoft Corporation

The Reserve at Lookout Mountain

Florence, Arizona





bing™

Image courtesy of USGS © 2014 Microsoft Corporation

The Reserve at Lookout Mountain

Florence, Arizona



Exhibit D - Slope Analysis

The Reserve at Lookout Mountain

0 1 Miles



Pinal County, Arizona

Exhibit F - FEMA Floodplain Map

NOTES TO USERS

This map is for use in determining the Federal Flood Insurance Program. It does not constitute a warranty of any kind for flooding, nor does it constitute a warranty of any kind for any other purpose. The community and municipality should be contacted for possible use of additional flood hazard information.

To obtain more detailed information in other sheets, see Flood Decision Maps (FD) and Flood Hazard Maps (FHM). These maps are available in Pinal County, Arizona, and Pinal County, California. Contact Pinal County Flood Decision Maps (FD) or Flood Hazard Maps (FHM) for more information. These maps are available in Pinal County, Arizona, and Pinal County, California. Contact Pinal County Flood Decision Maps (FD) or Flood Hazard Maps (FHM) for more information.

Coordinates from Flood Decision Maps on this map apply only to the area of the Flood Decision Maps. Other areas should be checked for additional flood hazard information. Also provided in the Flood Decision Maps are the Flood Decision Maps (FD) and Flood Hazard Maps (FHM) for more information. These maps are available in Pinal County, Arizona, and Pinal County, California. Contact Pinal County Flood Decision Maps (FD) or Flood Hazard Maps (FHM) for more information.

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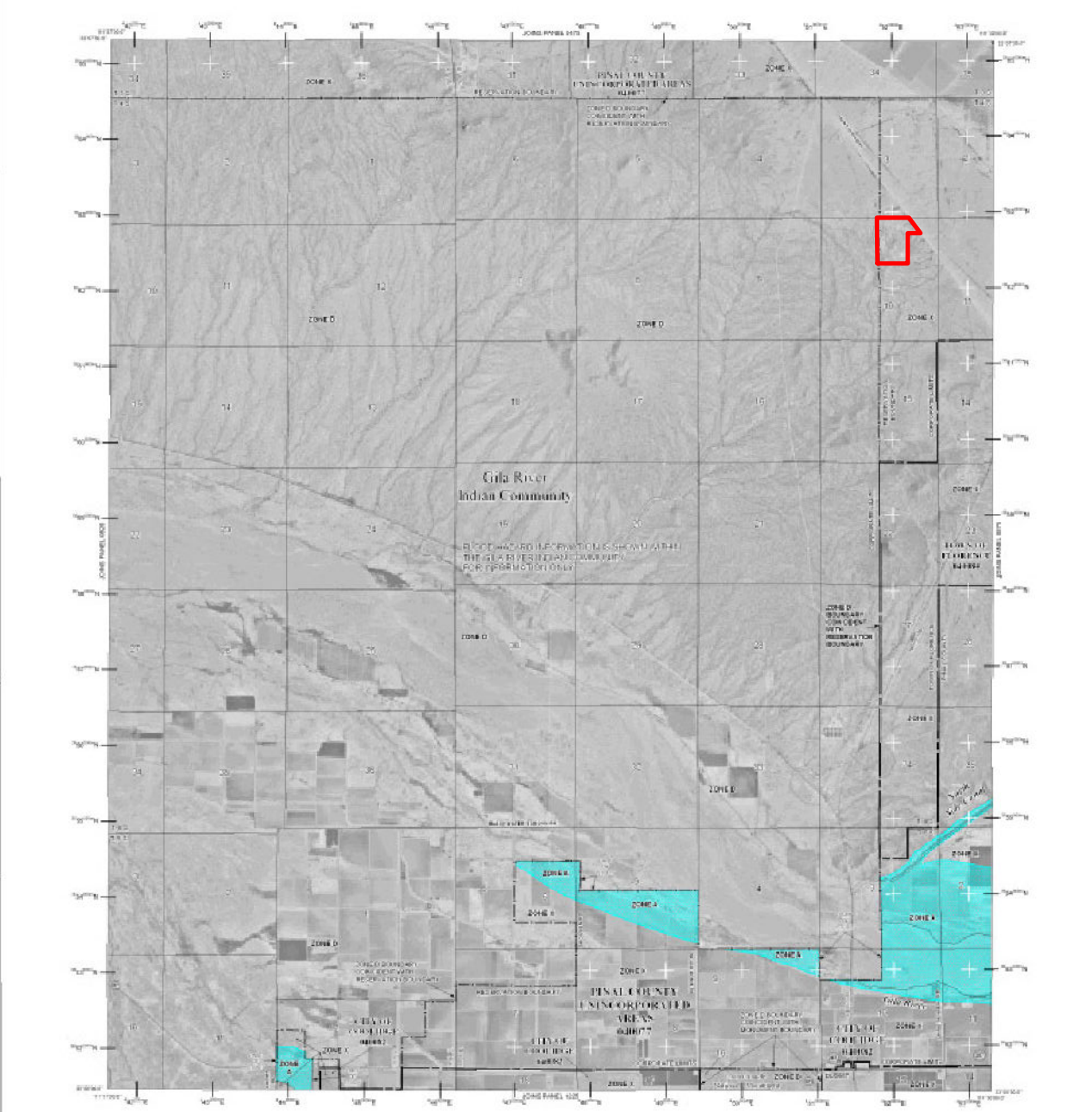
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LEGEND

SPECIAL FLOOD HAZARD AREAS EXPOSED SUBJECT TO MITIGATION BY THE (OR ANIMAL) FLOOD PROTECTION PROGRAM

This Flood Hazard Map (FHM) is based on the Flood Hazard Map (FHM) of the United States. It shows the areas of special flood hazard and the areas of special flood hazard. The map is based on the Flood Hazard Map (FHM) of the United States. It shows the areas of special flood hazard and the areas of special flood hazard.

- Zone D:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.
- Zone X:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.
- Zone V:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.

FLOOD HAZARD BY ZONE

This Flood Hazard Map (FHM) is based on the Flood Hazard Map (FHM) of the United States. It shows the areas of special flood hazard and the areas of special flood hazard. The map is based on the Flood Hazard Map (FHM) of the United States. It shows the areas of special flood hazard and the areas of special flood hazard.

- Zone D:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.
- Zone X:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.
- Zone V:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.

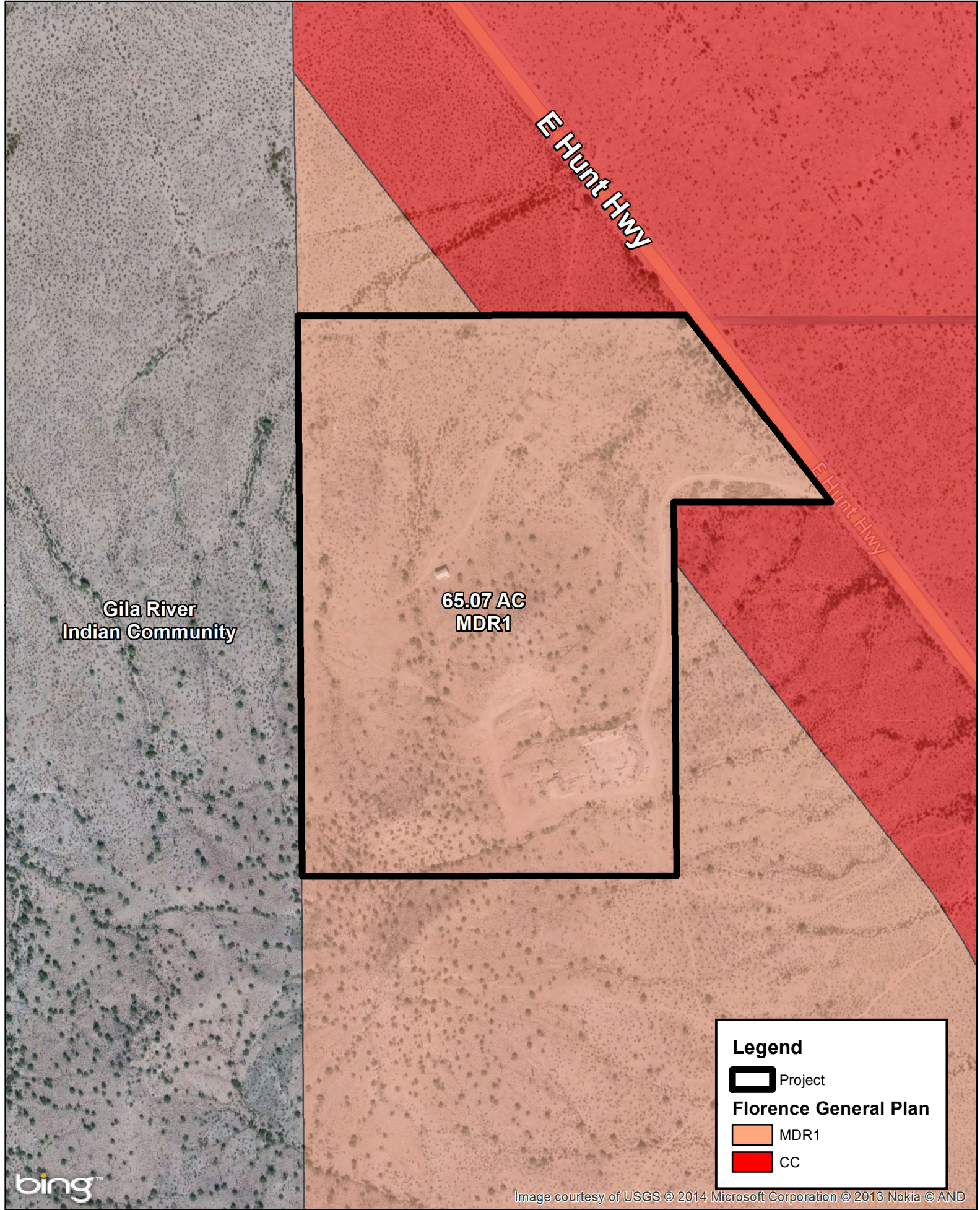
OTHER FEATURES:

- Zone D:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.
- Zone X:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.
- Zone V:** Areas of special flood hazard subject to mitigation by the Flood Protection Program.

Map Scale: 1" = 200'

Map Number: 04021C0150E

Effective Date: December 4, 2007






Gila River
Indian Community

65.07 AC
MDR1

E Hunt Hwy

E Hunt Hwy

Legend

-  Project
- Florence General Plan**
-  MDR1
-  CC

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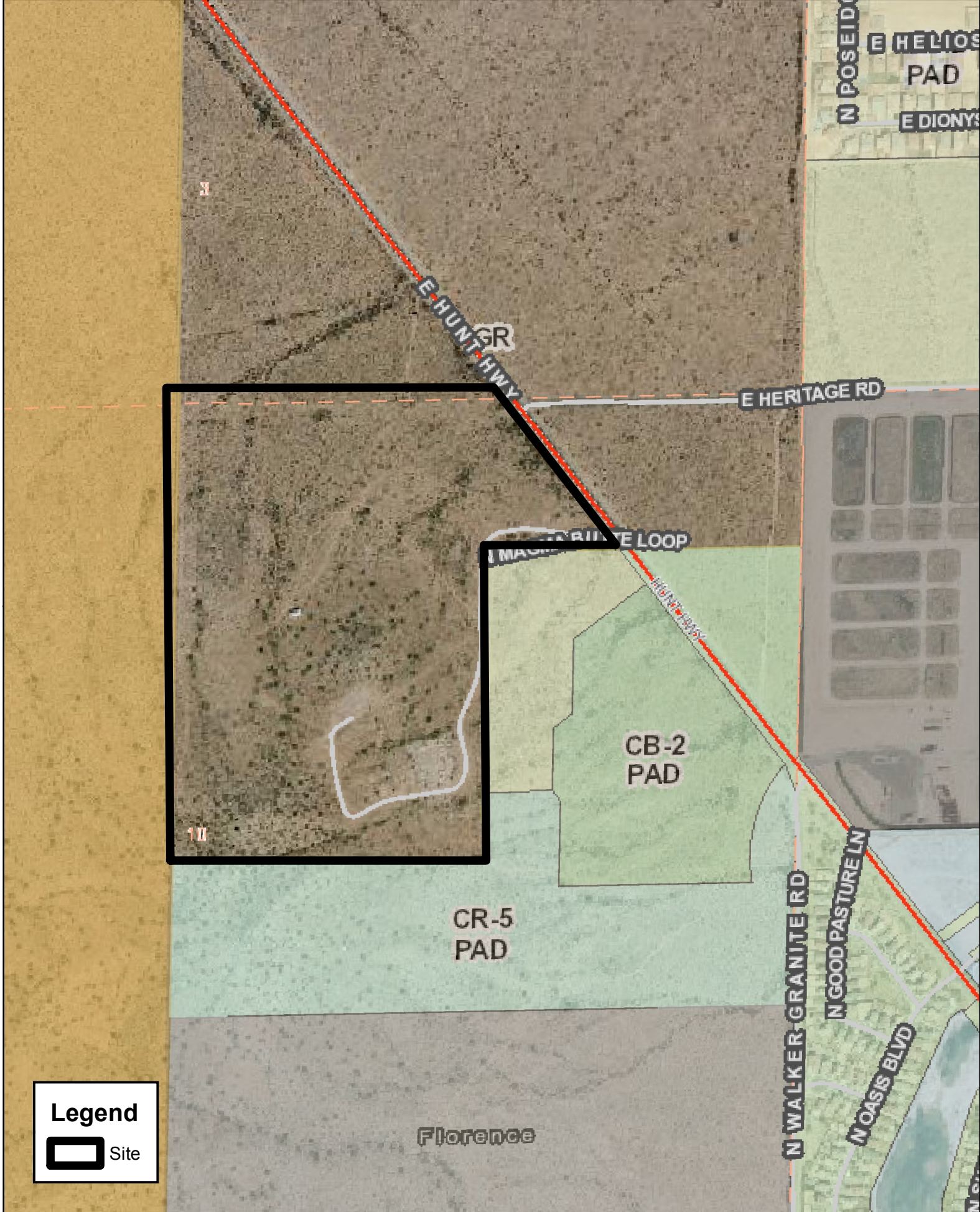
Image courtesy of USGS © 2014 Microsoft Corporation © 2013 Nokia © AND

The Reserve at Lookout Mountain

Florence, Arizona



ueg united engineering group



The Reserve at Lookout Mountain

Florence, Arizona



united engineering group

Exhibit G - Pinal County Zoning

Legend

 Site

Proposed Zoning

 PUD

 R-2

 RA-10

Gila
River
Indian
Community

65.07 AC
RA-10

PUD

RA-10

RA-10

PUD

PUD

PUD

PUD

PUD

R-2

bing™

Image courtesy of USGS © 2014 Microsoft Corporation © 2013 Nokia © AND

The Reserve at Lookout Mountain

Florence, Arizona

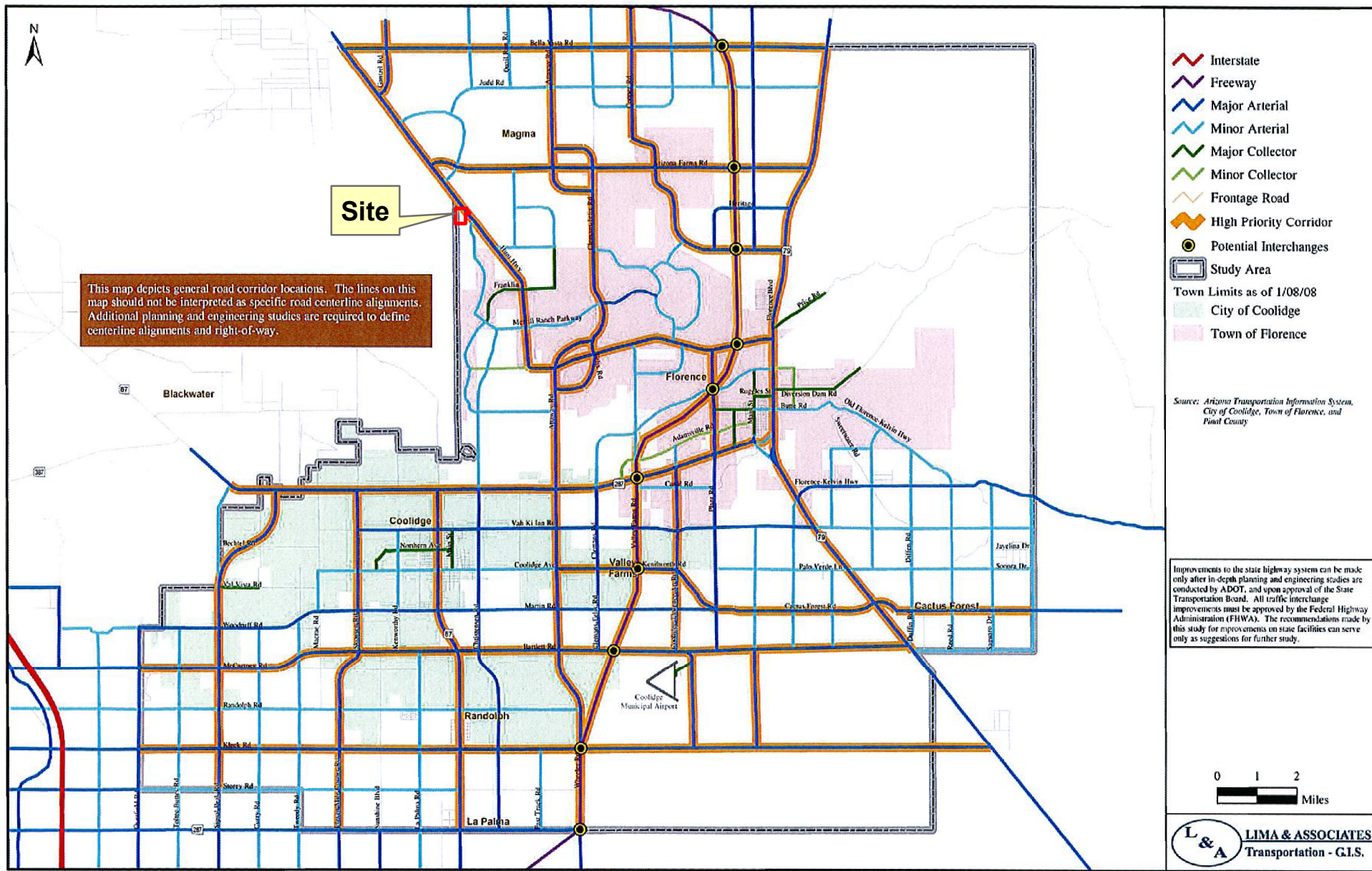
0 350 Feet



 united
engineering
group

Exhibit H - Florence Proposed Zoning

FIGURE 8-2. HIGH PRIORITY CORRIDORS



APPENDIX A

APPLICATION FOR REZONING

PROJECT NAME: The Reserve at Lookout Mountain

APPLICATION TYPE: Rezoning PUD PUD Amendment

1. Property Owner: Name: RMG Lucky Hunt LLC
Address: 8800 N Gateway Center Dr, Suite 255
Scottsdale AZ 85258
Phone: 480-609-1200 Fax: 480-609-1130
Email: RON@Romckae.com

2. Applicant/Developer: Name: United Engineering Group
Address: 3205 W Ray Rd. Ste 2
Chandler AZ 85226
Phone: 480-765-5372 Fax: 480-765-5376
Email: Shamill@unitedeng.com

3. Address or Location of Property: SWC Hunt Hwy & Heritage Rd

4. Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name: A Portion of the Northeast Quarter of Section 10,
Township 4 South, Range 8 East

Tax Parcel Numbers: 200-25-001C & 200-25-001E

Gross Acres: 65.077 Net Acres: 65.077

5. Current Zoning District: General Rural (county)

6. Proposed Zoning District: PUD

[Signature] 12-11-13
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE DATE

FOR STAFF USE ONLY:

CASE NO. _____	APPLICATION DATE AND TIME _____
PZ HEARING DATE _____	FEE \$ _____
1 st TC HEARING DATE _____	REVIEWED BY: _____
2 nd TC HEARING DATE _____	DISAPPROVAL _____
RECOMMENDATION: APPROVAL	

OWNER'S PERMISSION FORM

This sheet must be completed if the applicant for an Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat, is **not** the owner of the property.

I/we, the Undersigned, do hereby grant permission to: United Engineering Group

to act on my/our behalf for the purpose of obtaining one or more of the following: Annexation, General Plan Amendment, Planned Unit Development, Zone Change, Conditional Use Permit, Design Review and/or Preliminary/Final Plat on the following described property:

+/-65 acres located at the SEC of Hunt Hwy & Arizona Farms Rd, referred to as RMG Lucky Hunt 65, LLC

Owner(s) RMG Lucky Hunt 65, LLC, an Arizona limited liability company
By: RMG Arizona Properties Holding LLC, an Arizona limited liability company
By: [Signature]
Its: Manager
Signature

Ronald H. McKee

Print or Type Name

Address

8800 N Gainey Center Dr unit 255
Scottsdale AZ, 85258

Telephone

480-609-1200

STATE OF ARIZONA)

County of MARICOPA)

SS

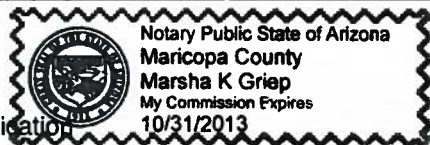
On this 2nd day of October, 20 13, before me, the undersigned Notary Public, personally appeared R. H. McRAE, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that R. H. McRAE executed the same.

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

My commission expires:

10/31/13

[Signature]
Notary Public



APPENDIX B

LEGAL DESCRIPTION

LUCKY HUNT 65-TOWN OF FLORENCE PUD ZONING APPLICATION

PARCEL NO.1

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF THE NORHTWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA

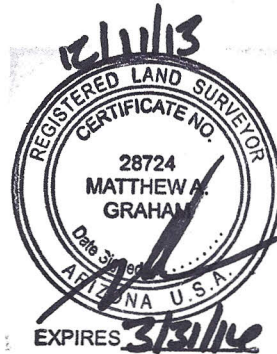
PARCEL NO. 2

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING WEST OF HUNT HIGHWAY RIGHT OF WAY LINE.

PARCEL NO. 3

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MATTHEW A. GRAHAM
ARIZONA R.L.S. 28724



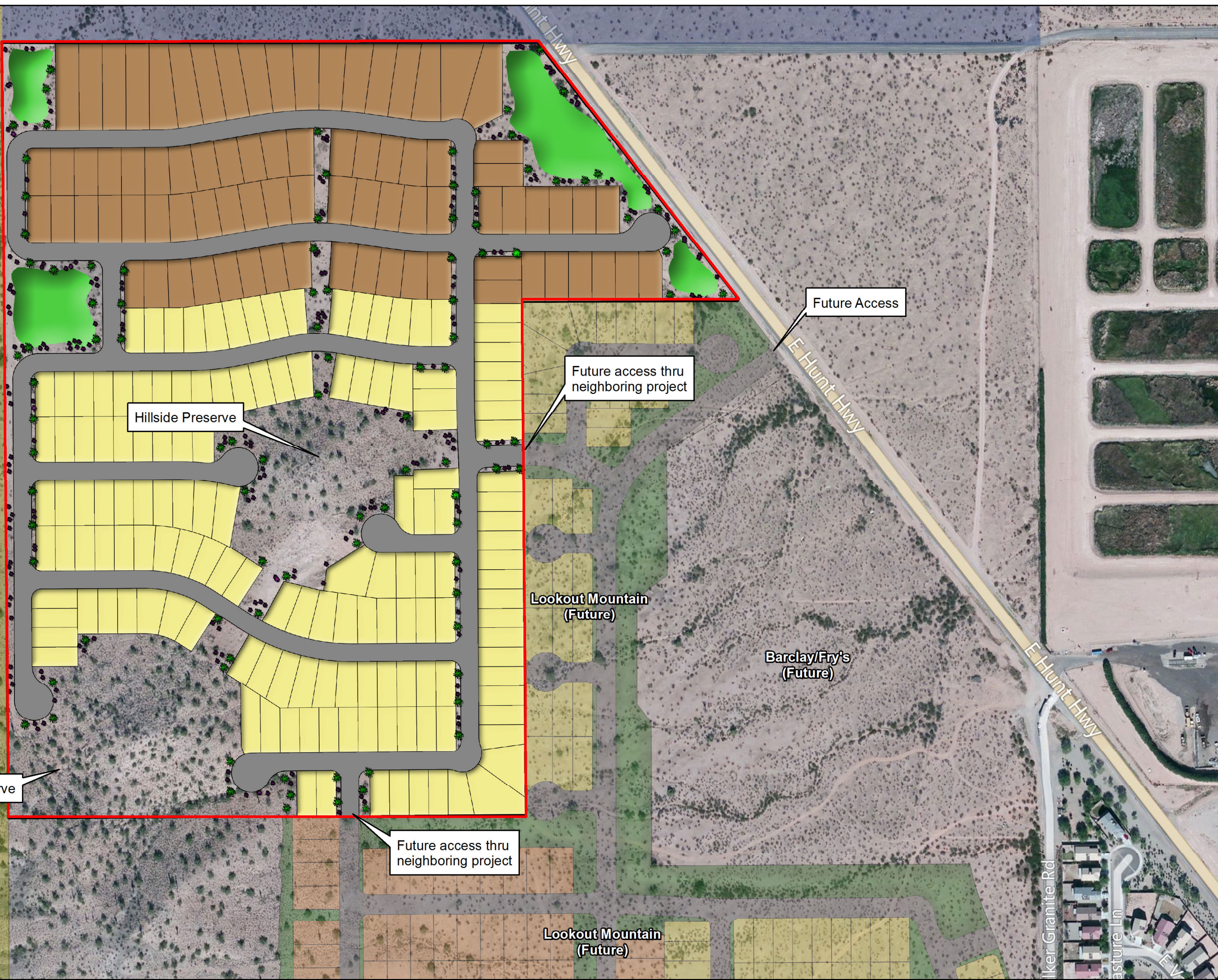
APPENDIX C

PROJECT DATA TABLE:

GROSS ACRES:	65.08 ACRES	
LOT SIZE	COUNT	%
50x115	147	65%
60x120	80	35%
TOTAL:	227	

DWELLING UNITS/ACRE: 3.5 DU/AC

AREA SUMMARY:	ACRES	PERCENT OF GROSS
LOTS:	37.27 AC	57.3%
OPEN SPACE:	16.94 AC	26.0%
(6.48 acres of open space is greater than 18% slope)		
ROW:	10.87 AC	16.7%
TOTAL:	65.08 AC	100%

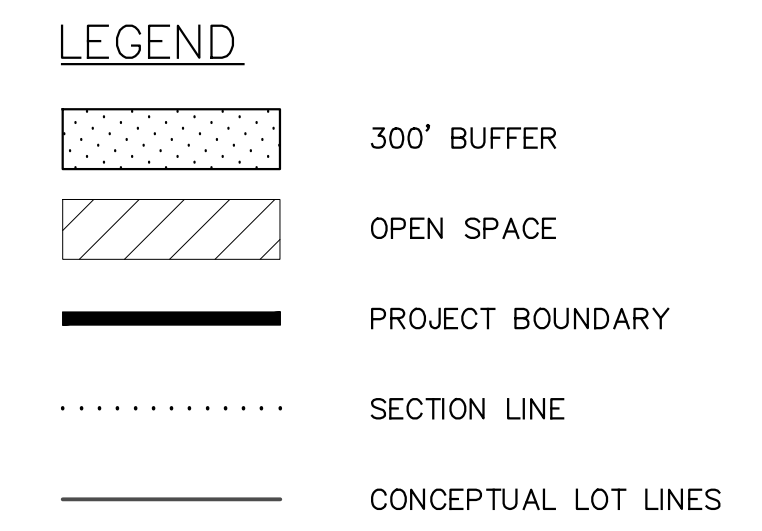
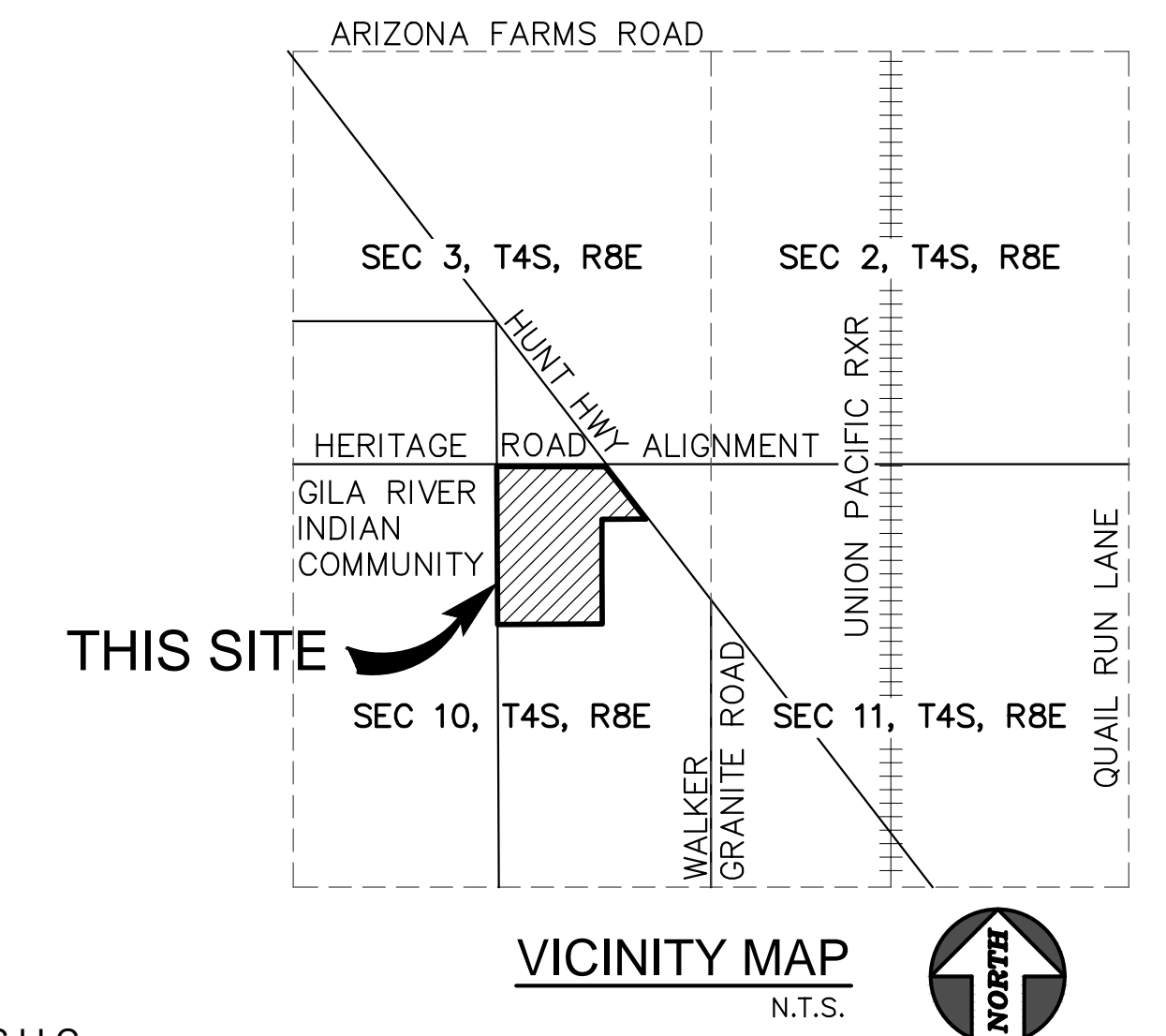


The Reserve at Lookout Mountain

Florence, Arizona



Conceptual Lotting Plan



PROJECT DATA TABLE:

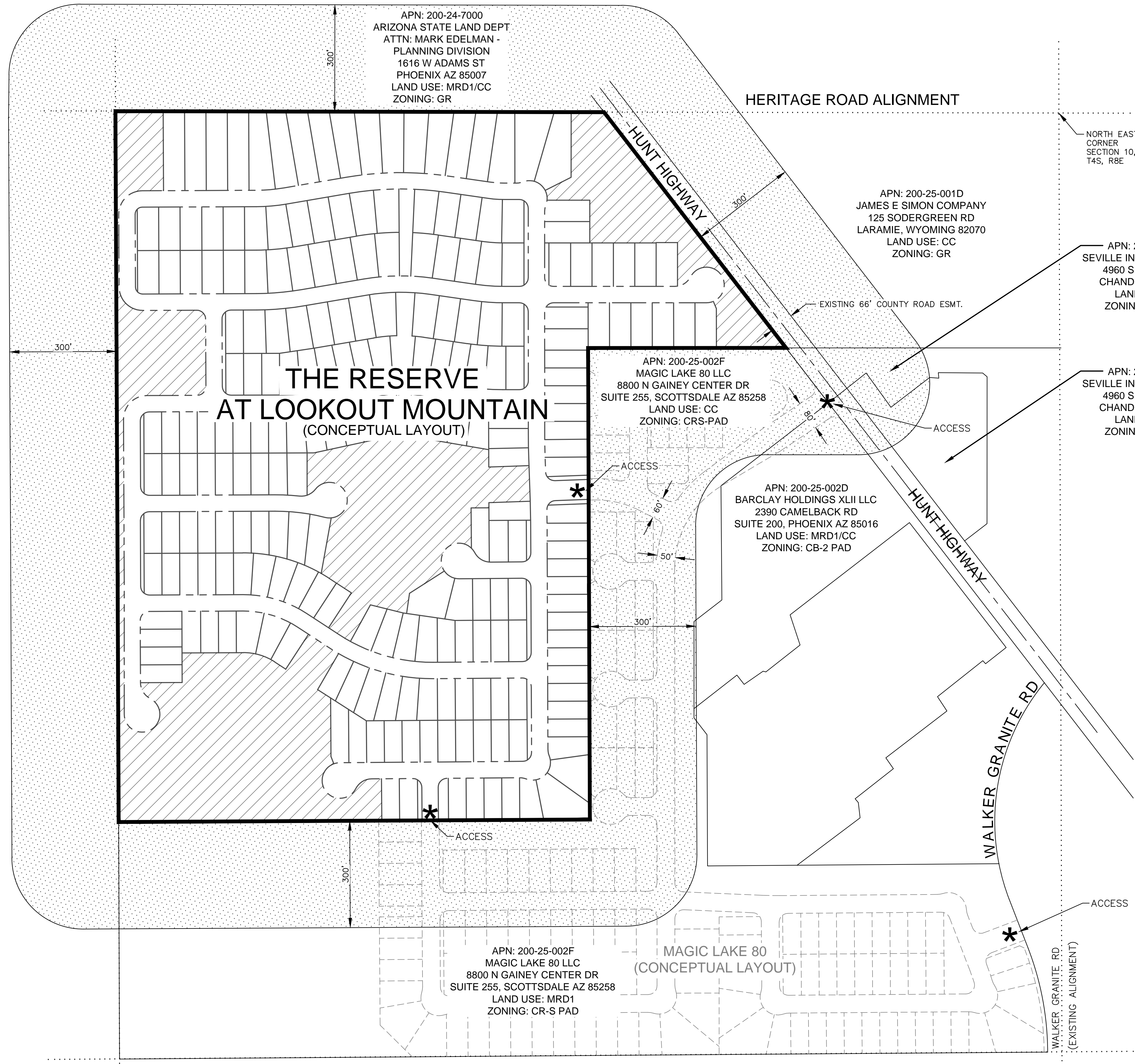
GROSS ACRES:	65.08 ACRES	
CURRENT ZONING:	AG (COUNTY)	
PROPOSED ZONING:	PUD	
GENERAL PLAN CLASSIFICATION:	MRD1	
MINIMUM SETBACKS:		
FRONT:	20'	
SIDE:	5', 5'	
REAR:	15'	
MAXIMUM HEIGHT (FOR BUILDINGS):	30 FEET	
LOT SIZE	COUNT	%
50x115	147	65%
60x120	80	35%
TOTAL:	227	
DWELLING UNITS/ACRE:	3.5 DU/AC	

AREA SUMMARY:	ACRES	PERCENT OF GROSS
LOTS:	37.27 AC	57.3%
OPEN SPACE:	16.94 AC	26.0%
(6.48 acres of open space is greater than 18% slope)		
ROW:	10.87 AC	16.7%
TOTAL:	65.08 AC	100%

GENERAL PLAN ROADWAY CLASSIFICATION: *

HUNT HWY	MAJOR ARTERIAL (6 LANES)
WALKER GRANITE RD.	MINOR ARTERIAL (4 LANES)
HERITAGE RD	NOT IDENTIFIED
PUBLIC STREETS	50' R/W (unless otherwise noted)

* ROAD ALIGNMENTS, CLASSIFICATIONS, AND DESIGN STANDARDS SUBJECT TO FINAL REVIEW & APPROVAL OF TOWN ENGINEER WITH PLATTING.

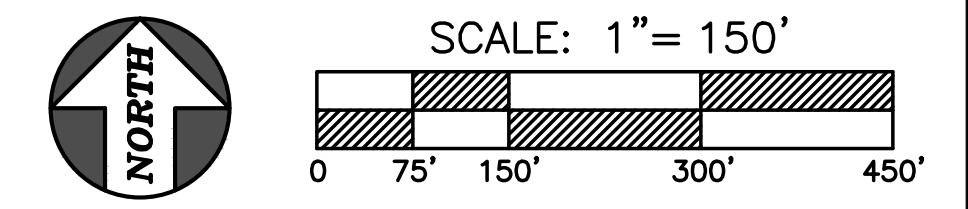


NO.	REVISIONS	DESCRIPTION	DATE

CONCEPTUAL DEVELOPMENT PLAN
THE RESERVE AT LOOKOUT MOUNTAIN
PUD
FLORENCE, ARIZONA

SUBMITTALS:

DESIGNED BY:	BI
DRAWN BY:	BI
CHECKED BY:	DJM



APPENDIX D



When recorded return to:

Jeffrey J. Miller, Esq.
Gammage & Burnham P.L.C.
Two North Central Avenue
18th Floor
Phoenix, Arizona 85004

DATE/TIME: 11/18/05 1452
FEE: \$20.00
PAGES: 11
FEE NUMBER: 2005-160220

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into to be effective as of the 18th day of November, 2005, by and between BARCLAY HOLDINGS XLIII, LLC, an Arizona limited liability company ("Barclay"), and MAGIC LAKE 80, L.L.C., an Arizona limited liability company ("Magic Lake").

RECITALS:

A. Barclay is the owner of that real property legally described in *Exhibit "A"* consisting of approximately 20 acres of land and located in Pinal County, Arizona (the "Barclay Property"). Barclay presently intends to develop a mixed-use retail and office project on the Barclay Property.

B. Magic Lake is the owner of that real property legally described in *Exhibit "B"* attached hereto, consisting of approximately 51 acres of land, and located adjacent to the Barclay Property (the "Magic Lake Property").

C. Pursuant to the terms and conditions of this Agreement, it is the desire and intention of Barclay and Magic Lake to establish mutual, reciprocal, nonexclusive easements appurtenant to the Barclay Property and the Magic Lake Property for ingress and egress and utilities over and under that portion of the Barclay Property and the Magic Lake Property legally described and depicted by cross-hatching on *Exhibit "C"* attached hereto and incorporated herein by this reference (the "Access Drive") for the use and benefit of Barclay, Magic Lake and their respective successors, assigns, tenants, invitees, permittees, occupants, visitors and contractors (collectively, "Permitted Users").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Grant of Easements. Barclay hereby grants to Magic Lake, for the use and benefit of Magic Lake and all of its Permitted Users, a permanent, nonexclusive easement upon, over, under and across those portions of the Access Drive located on the Barclay Property for the purpose of pedestrian and vehicular ingress and egress to and from the Magic Lake Property and

Hunt Highway, and for the construction, installation, maintenance and repair of wet and dry utilities required in connection with the development of the Magic Lake Property. Magic Lake hereby grants to Barclay, for the use and benefit of Barclay and all of its Permitted Users, a permanent, nonexclusive easement upon, over, under and across those portions of the Access Drive located on the Magic Lake Property for the purpose of pedestrian and vehicular ingress and egress to and from the Barclay Property and Hunt Highway and for the construction, installation, maintenance and repair of wet and dry utilities required in connection with the development of the Barclay Property. The reciprocal easements granted by the parties hereto shall hereinafter be collectively referred to or described as the "Easements."

2. Limitations on Use. The Easements granted by this Agreement are limited to use for pedestrian and vehicular ingress and egress, and utility installation, maintenance and repair, only by Barclay, Magic Lake and their respective Permitted Users. Exclusive use of the Easements is not hereby granted, and each party hereto, as the fee owner of the land burdened by the Easements, expressly reserves the right to use their respective portions of such Easements for other uses which do not unreasonably interfere with the use of the Easements for the purposes provided herein.

3. Maintenance and Construction Obligations; Property Taxes.

3.1 After such time as either party has constructed or caused to be constructed any driveway improvements within the Access Drive pursuant to the Cost-Sharing Agreement entered into by the parties essentially concurrently herewith, Barclay shall cause such improvements to be maintained in a safe, passable first-class condition and repair and in compliance with all applicable laws and requirements; provided, however, that any repair or replacement made necessary by the act or omission of Magic Lake or any of its Permitted Users shall be the responsibility of Magic Lake or the homeowners association formed with respect to the Magic Lake Property or any portion thereof (hereinafter, the "Association").

3.2 The costs and expenses incurred by Barclay in connection with the maintenance and repair of the Access Drive improvements pursuant to **Section 3.1** shall be paid one hundred percent (100%) by Barclay until such time as Magic Lake or its assignee has obtained a building permit with respect to the construction of any improvements within the Magic Lake Property. Thereafter, the costs and expenses incurred by Barclay in connection with the maintenance and repair of the Access Drive shall be paid 50% by Barclay and 50% by Magic Lake (or by the Association after such time as the Association has assumed responsibility for the maintenance of all common areas within the Magic Lake Property). Magic Lake, or the Association, as applicable, shall remit payment of its allocable share of the costs of such maintenance and repair within thirty (30) days after receipt of a written statement therefor from Barclay after Barclay incurs any cost or expense in connection therewith.

3.3 All utility lines and conduits desired to be constructed and installed within the Access Drive by either party hereto shall be installed underground, except for any aboveground equipment, meters or other facilities which are appurtenant to such underground utilities. Each of the parties hereto shall be solely responsible for the costs of the installation, maintenance, repair and replacement of any utility lines or conduits which such party installs within

the Access Drive and, in connection therewith, shall repair and restore any damage or destruction caused to any driveway improvements, landscaping improvements or other improvements existing within the Access Drive which are damaged or destroyed by such maintenance, repair or replacement.

3.4 Each of the parties hereto shall pay, prior to delinquency, all real property and other *ad valorem* taxes, assessments and governmental impositions levied on the portions of the Easement which such party owns in fee.

4. Indemnification; Insurance. Each of the parties hereto shall indemnify, defend and hold harmless the other, and their respective successors and assigns, from and against any and all claims, costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any actions or proceedings brought thereon, arising from or as a result of any accident, loss, injury or damage occurring to any person or property as a result of the use of the Easements which is caused by the indemnifying party or any of their respective Permitted Users. In connection with such indemnification, Barclay and Magic Lake shall each maintain or cause to be maintained, at its sole cost and expense, general public liability insurance coverage issued by an insurance company in good standing and qualified to do business in Arizona, with limits of coverage of not less One Million Dollars (\$1,000,000.00) for personal injury and/or property damage arising from any one incident, and Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage. Such insurance policies shall name the other party to this Agreement as an additional named insured and shall provide for a minimum of thirty (30) days prior written notice in the event of cancellation by the insurer.

5. Default; Remedies.

5.1 In the event of any breach or default of any term or provision of this Agreement which is not cured by the defaulting party within fifteen (15) days after receipt of written notice thereof, the nondefaulting party shall have any and all rights and remedies available at law or in equity, including without limitation, the following:

- (a) The right to demand and have specific performance;
- (b) The right to recover damages resulting from such breach or default; and
- (c) Without curing the breach or default, the right to perform any act (including without limitation, any maintenance or repair required pursuant to this Agreement), in which event all expenses, costs, losses, damages and fees (including without limitation, reasonable attorneys' fees) incurred in so doing shall be immediately due and payable from the defaulting party to the nondefaulting party and shall bear interest until paid at a per annum rate equal to the lesser of (i) fifteen percent (15%), or (ii) the maximum amount permitted by law.

The parties hereto hereby acknowledge and agree that in no event shall either party have the right to terminate the Easements granted to the parties pursuant to this Agreement, notwithstanding any breach or default of the provisions of this Agreement.

5.2 If either party hereto breaches any term of this Agreement, the defaulting party agrees to pay the nondefaulting party all attorneys' fees, expenses and costs reasonably incurred as a result thereof, as determined by a court and not by a jury.

5.3 The remedies permitted available pursuant to the provision of this Agreement shall be cumulative.

6. Notices. Any notices or requests desired to be given pursuant to this Agreement shall be made in writing, delivered by hand delivery or certified mail, return receipt requested, to the parties at the following addresses:

Barclay: Barclay Holdings XLIII, LLC
c/o Barclay Group Venture Capital, L.L.C.
7702 East Doubletree Ranch Road – Suite 220
Scottsdale, Arizona 85258
Attention: Bob Austin

With a Copy to: Jeffrey J. Miller, Esq.
Gammage & Burnham LLC
Two North Central Avenue
18th Floor
Phoenix, Arizona 85004

Magic Lake: Magic Lake 80, L.L.C.
8800 North Gainey Center Drive – Suite 255
Scottsdale, Arizona 85258
Attention: Ron McRae

With a Copy to: Robert L. Shaw, Esq.
8800 North Gainey Center Drive – Suite 255
Scottsdale, Arizona 85258

The date of service of each notice shall be the date the same is delivered personally by courier or three (3) days after the date deposited in United States mail in the manner described above. Any party hereto may change the address for the service of notices for the party to whom notice should be delivered by delivering written notice of such change to the other party hereto and to each holder of a mortgage who is previously provided notice of its name and address in the manner above provided.

7. General.

7.1 Arizona Law. This Agreement and the rights and obligations of the parties hereunder shall be interpreted and enforced in accordance with Arizona law.

7.2 Successors and Assigns; Run with Land; Assignment to Association.

All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including without limitation, all future owners of any portion of the Barclay Property and the Magic Lake Property. In connection with the foregoing, Magic Lake shall have the right to assign to any Association, pursuant to a recorded assignment specifically referencing this Agreement, the Easement rights appurtenant to the Magic Lake Property granted pursuant to this Agreement, whereupon such Association shall be deemed to have assumed, for itself and on behalf of the Magic Lake Property, all such rights and obligations, including, without limitation, the right to waive or modify, on behalf of all of the Magic Lake Property, any of the terms and conditions of this Agreement pursuant to a written and recorded instrument executed by and between Barclay and the Association.

7.3 Termination of Liability. Whenever a transfer of ownership of the Barclay Property or the Magic Lake Property or any portion thereof or interest therein occurs, the liability of the transferor for the breach of any covenant contained herein with respect to such portion of the Barclay Property or the Magic Lake Property, as the case may be, and occurring after the date of such transfer, shall automatically terminate.

7.4 Time of Essence. Time is of the essence with respect to the performance of each of the covenants contained in this Agreement.

7.5 Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement shall not be effected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.6 Condemnation. All awards and proceeds resulting from a taking or condemnation, or conveyance in lieu of a taking or condemnation, of any portion of the Barclay Property or the Magic Lake Property, as the case may be, shall belong solely to the owner of such property, and no other party or Permitted User of the Easements granted hereunder shall have any right or claim with respect thereto.

7.7 No Waiver. No modification, waiver, release or amendment of any provision of this Agreement shall be made except by written agreement signed by all of the owners of any portion or all of the Barclay Property and the Magic Lake Property.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

BARCLAY HOLDINGS XLIII, LLC, an Arizona limited liability company

By *Alix Smith*
~~Scott T. Archer, Manager~~
Alix Smith

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

Alix Smith On this 16th day of November, 2005, before me, the undersigned officer, personally appeared ~~Scott T. Archer~~, who acknowledged ~~him~~^{her} himself to be the Manager of BARCLAY HOLDINGS XLIII, LLC, an Arizona limited liability company:

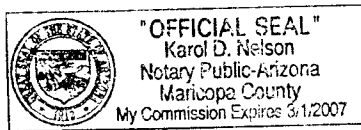
X whom I know personally;
_____ whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
_____ whose identity I verified on the basis of his _____,

and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

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

NOTARY SEAL:

Karol D. Nelson
Notary Public



MAGIC LAKE 80, L.L.C., an Arizona limited liability company

By: KT/RMG MANAGER, L.L.C., an Arizona limited liability company, its Manager

By [Signature]
Name RONALD H. McRAE
Title MANAGER

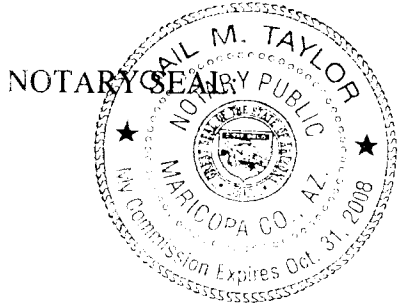
STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

On this 17th day of November, 2005, before me, the undersigned officer, personally appeared Ron H. McRae, who acknowledged him/herself to be Manager of KT/RMG MANAGER, L.L.C., an Arizona limited liability company, the Manager of MAGIC LAKE 80, L.L.C., an Arizona limited liability company:

whom I know personally;
_____ whose identity was proven to me on the oath of _____, a credible witness by me duly sworn;
_____ whose identity I verified on the basis of his/her _____,

and s/he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

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



[Signature]
Notary Public

EXHIBIT " A "

A portion of the Northeast quarter of Section 10, Township 4 south, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

commencing at the Northeast corner of said Section 10, which is a GLO brass cap, from which the East quarter corner of said Section 10 bears South 00 degrees 11 minutes 14 seconds East 2636.06 feet;

thence South 00 degrees 11 minutes 14 seconds East along the East line of said Section 10 a distance of 2106.80 feet;

thence South 89 degrees 48 minutes 46 seconds West a distance of 174.96 feet to the point of beginning;

thence South 89 degrees 34 minutes 14 seconds West a distance of 818.22 feet;

thence North 00 degrees 12 minutes 59 seconds West a distance of 368.30 feet;

thence North 37 degrees 38 minutes 44 seconds West a distance of 59.70 feet;

thence North 00 degrees 01 minutes 34 seconds West a distance of 270.62 feet;

thence North 52 degrees 21 minutes 16 seconds East a distance of 98.77 feet;

thence North 00 degrees 25 minutes 46 seconds West a distance of 320.97 feet;

thence North 52 degrees 21 minutes 16 seconds East a distance of 380.65 feet to the Westerly right-of-way line of Hunt Highway;

thence South 37 degrees 38 minutes 44 seconds East along said Westerly right-of-way line of Hunt highway a distance of 992.78 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies South 50 degrees 38 minutes 20 seconds East a radius distance of 613.00 feet;

thence Southerly along the arc through a central angle of 50 degrees 33 minutes 11 seconds a distance of 540.86 feet to the point of beginning.

EXHIBIT "B"

LOOKOUT MOUNTAIN RESIDENTIAL REMAINDER PARCEL LEGAL DESCRIPTION

A PORTION OF SECTION 10 TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, WHICH IS A GLO BRASS CAP, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 10 BEARS NORTH $00^{\circ}11'14''$ WEST, 2636.06 FEET AND SERVES AS THE TRUE POINT OF BEGINNING;

THENCE SOUTH $89^{\circ}35'51''$ WEST, A DISTANCE OF 2645.56 FEET ALONG THE EAST-WEST MIDSECTION LINE OF SAID SECTION 10 TO THE CENTER OF SAID SECTION;

THENCE NORTH $00^{\circ}13'10''$ WEST, A DISTANCE OF 665.38 FEET ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 10;

THENCE NORTH $89^{\circ}44'04''$ EAST, A DISTANCE OF 1323.08 FEET;

THENCE NORTH $00^{\circ}11'36''$ WEST, A DISTANCE OF 1324.44 FEET;

THENCE SOUTH $89^{\circ}59'29''$ EAST, A DISTANCE OF 596.62 FEET TO THE CENTERLINE OF HUNT HIGHWAY;

THENCE SOUTH $37^{\circ}38'44''$ EAST, A DISTANCE OF 169.75 FEET ALONG SAID CENTERLINE OF HUNT HIGHWAY;

THENCE SOUTH $52^{\circ}21'16''$ WEST, A DISTANCE OF 413.81 FEET;

THENCE SOUTH $00^{\circ}25'46''$ EAST, A DISTANCE OF 320.97 FEET;

THENCE SOUTH $52^{\circ}21'16''$ WEST, A DISTANCE OF 98.77 FEET;

THENCE SOUTH $00^{\circ}01'34''$ EAST, A DISTANCE OF 270.62 FEET;

THENCE SOUTH $37^{\circ}38'44''$ EAST, A DISTANCE OF 59.70 FEET;

THENCE SOUTH $00^{\circ}12'59''$ EAST, A DISTANCE OF 368.30 FEET;

THENCE NORTH $89^{\circ}34'14''$ EAST, A DISTANCE OF 818.22 FEET;
TO A POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH $11^{\circ}09'55''$ EAST A RADIAL DISTANCE OF 613.00 FEET;

THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $50^{\circ}33'12''$, A DISTANCE OF 540.86 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HUNT HIGHWAY;

THENCE NORTH $52^{\circ}21'16''$ EAST, A DISTANCE OF 33.00 FEET PERPENDICULAR TO SAID RIGHT-OF-WAY LINE OF HUNT HIGHWAY TO A POINT ON THE CENTERLINE OF HUNT HIGHWAY;

THENCE SOUTH $37^{\circ}38'44''$ EAST, A DISTANCE OF 32.21 FEET ALONG SAID CENTERLINE OF HUNT HIGHWAY TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF HUNT HIGHWAY AND THE EAST SECTION LINE OF SAID SECTION 10 ;

THENCE SOUTH $00^{\circ}10'00''$ EAST, A DISTANCE OF 1031.12 ALONG SAID SECTION LINE TO THE EAST QUARTER CORNER OF SECTION 10 AND THE TRUE POINT OF BEGINNING

CONTAINING 2,234,161.93 SQUARE FEET OR 51.29 ACRES, MORE OR LESS.

Exhibit C

**LEGAL DESCRIPTION
SIGN EASEMENT**

A PORTION OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, WHICH IS A GLO BRASS CAP, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 10 BEARS SOUTH 00°11'14" EAST, 2636.06 FEET;

THENCE SOUTH 00°11'14" EAST ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1,625.56 FEET;

THENCE SOUTH 89°48'46" WEST, A DISTANCE OF 68.90 FEET TO THE POINT OF BEGINNING;

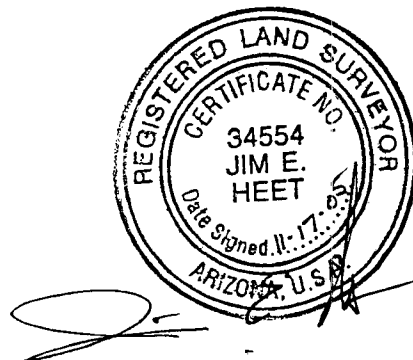
THENCE SOUTH 31°23'28" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS NORTH 31°23'28" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTHERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 113°24'11", A DISTANCE OF 98.96 FEET;

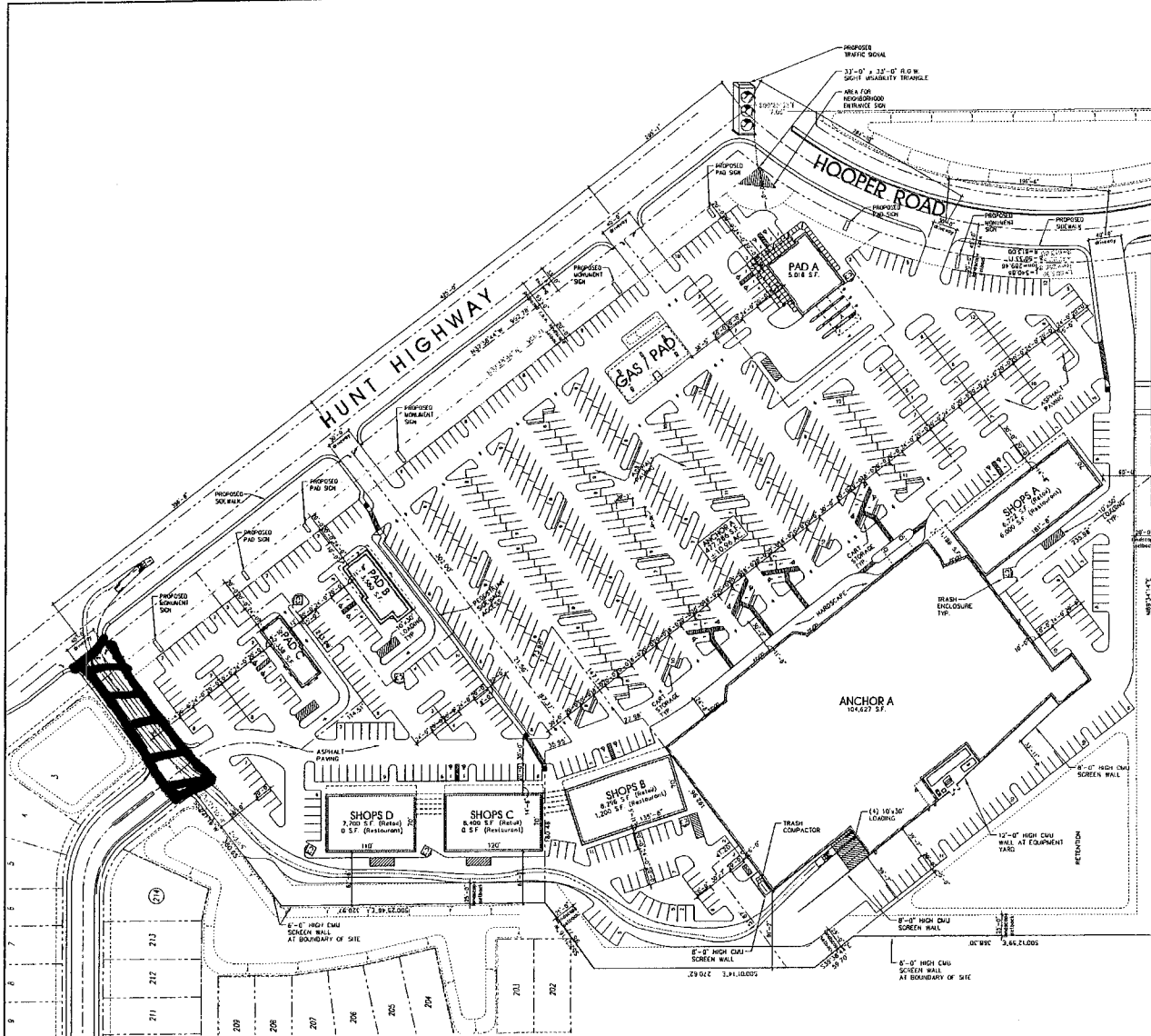
THENCE SOUTH 35°12'22" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,474 SQUARE FEET OR 0.06 ACRES(MORE OR LESS)

S:\PROJECTS\2005\2005002\Legals-Exhibits\11_17_05-sign esmt\11_17_05 sign esmt-new.rtf



WED, 28 SEP 2005 - 11:30AM - J:\MWRP\PA_1\BARCLAY_GROUP\ANCHOR-RETAIL-CENTER-HUNT_HOOPER\CONCEPTUAL_SITE_PLAN_VL0304.DWG



CONCEPTUAL SITE PLAN
 SCALE: 1" = 60'-0"
 0 30 60 120



SITE DATA:

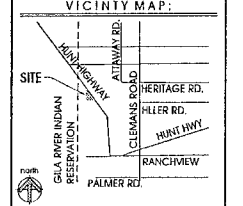
LAND AREA:	
ANCHOR A	477,287 S.F. - 110.96 AC
SHOPS A	100,947 S.F. - 2.36 AC
SHOPS B	65,740 S.F. - 1.51 AC
SHOPS C & D	100,238 S.F. - 2.30 AC
PAD A	31,684 S.F. - 1.19 AC
PAD B	47,657 S.F. - 1.09 AC
PAD C	14,000 S.F. - 1.01 AC
TOTAL	889,613 S.F. - 20.42 AC
BUILDING AREA:	
ANCHOR A	104,627 S.F.
GARDEN CENTER	1,186 S.F.
SHOPS A	16,762 S.F.
SHOPS B	9,496 S.F.
SHOPS C & D	16,100 S.F.
PAD A	5,016 S.F.
PAD B	2,960 S.F.
PAD C	2,238 S.F.
TOTAL	155,065 S.F.
BUILDING / LAND COVERAGE: 17.42%	
PARKING REQUIRED: (5 SPACES PER 1000 S.F. - RETAIL) (1 SPACE PER 75 S.F. - RESTAURANT)	
ANCHOR A	523 SPACES
GARDEN CENTER	6 SPACES
SHOPS A	114 SPACES
SHOPS B	57 SPACES
SHOPS C & D	81 SPACES
PAD A	25 SPACES
PAD B	40 SPACES
PAD C	31 SPACES
TOTAL	885 SPACES
PARKING PROVIDED:	
ANCHOR A/GARDEN CENTER	499 SPACES
SHOPS A	112 SPACES
SHOPS B	67 SPACES
SHOPS C & D	84 SPACES
PAD A	29 SPACES
PAD B	43 SPACES
PAD C	40 SPACES
TOTAL	880 SPACES
PARKING RATIO: 5.68 SPACES PER 1,000 S.F.	



KURT D. REED ASSOCIATES, INC.
 7400 EAST McDONALD DRIVE - SUITE 101 - SCOTTSDALE, AZ 85250
 PHONE: (480) 941-1440 FAX: (480) 948-1045 WWW.KURA.COM

BARCLAY GROUP
 15974 NORTH 77th STREET
 SUITE 100
 SCOTTSDALE, AZ 85260-1761
 PHONE (480) 596-9399
 FAX (480) 596-6366
 CONTACT TYSON REMENSYNDER

KURT D. REED ASSOC. INC.
 7400 EAST McDONALD DRIVE
 SUITE 101
 SCOTTSDALE, AZ 85250
 PHONE (480) 941-1440
 FAX (480) 948-1045
 CONTACT PATRICIA FLOWER



Arizona Prompt Pay Act A.R.S. Sections 32-1128 et. Sec. 6 (the "Act")
 1. In accordance with the Act, and the general contract between the client and the General Contractor, payment under the contract shall be based on a monthly billing cycle.
 2. The general contract shall be deemed to make payment to the General Contractor within 14 days after collection of the monthly progress billing.
 3. In accordance with the Act, if subcontractors, suppliers and vendors shall submit monthly progress billing to client, contractor shall be deemed to have agreed to the accuracy of such bills for payment. The General Contractor receives the bills for payment and billing which it will be deemed to have agreed to in accordance with the terms and conditions.
 This document is an instrument of contract and the signature of both parties shall be required. This document shall be subject to the terms and conditions of the contract for which it is prepared and submitted. Interest is expressly limited to the bank rate.

MAGIC RANCH NEIGHBORHOOD
RETAIL CENTER
 S.W.C. of HUNT HIGHWAY AND HOOPER ROAD
 PINAL COUNTY, ARIZONA

BARCLAY GROUP
 SCOTTSDALE, ARIZONA

CONCEPTUAL SITE PLAN

Project No: 042158 Sheet No:
 Date: 15 SEP 05
 Scale: SEE PLAN
 Drawn: Jdomonico
 Checked: TF

APRIL 200-25-00201
 SECTION: 10
 TOWNSHIP: 4 SOUTH
 RANGE: 09E CASE
 NO:
 P2-P3-026-00

SP

**Town of Florence
Summary of Warrants Paid
As of June 2014**

Source	Amount
Accounts Payable-Warrant Register	924,831.41
ACH/Wire Transfers	
CFD #1 debt service payments - Wells Fargo	165,761.46
CFD #2 debt service payments - Wells Fargo	169,246.05
debt service payment - US Bankcorp, firetruck/equipment	289,915.00
NFID debt service payment - Bank of New York	14,238.25
sales tax payments - ADOR	18,314.85
child support/assignment PR levys	5,152.80
credit/debit/analysis/bank fees	2,753.08
HSA payments	7,406.74
FSA Collateral & Payments	2,500.00
AFLAC payments	4,420.27
health insurance payments - CIGNA	115,996.29
deferred comp payments	760.00
Total Transfers	796,464.79
Electronic Retirement Transfer	
ppd 1 - ASRS	46,656.49
ppd 2 - ASRS	46,557.84
ppd 1 - Securian (Firefighter Pension)	226.32
ppd 2 - Securian (Firefighter Pension)	218.45
Total Retirement Transfers	93,659.10
Payroll Transfer	
ppd 1	229,469.91
ppd 2	244,517.88
Total Payroll Transfers	473,987.79
Credit Union Transfers	
ppd 1	3,922.38
ppd 2	3,922.38
Total Credit Union Transfers	7,844.76
Electronic State Tax Transfers	
ppd 1	8,472.40
ppd 2	8,612.84
Total State Tax Deposits	17,085.24
Electronic Federal Tax Transfers	
ppd 1	68,822.76
ppd 2	69,691.74
Total Federal Tax Deposits	138,514.50
General Checking Account	\$2,452,387.59
Total Warrants	\$2,452,387.59

Check Number	Check Issue Date	Name	Invoice No	Invoice Date	Description	Total Cost
91343	6/9/2014	Void				(200.00)
94475	6/9/2014	Void				(42.14)
94623	6/3/2014	Void				
94624	6/3/2014	Above & Beyond Fitness Repair	4956	5/13/2014	Upholstery for fitness equipment	450.56
94625	6/3/2014	Advanced Controls Corporation	14-6036	5/15/2014	Labor and materials to replace Delta thermostat for unit #13 and isolation relays in each of the 12 AC units at Town Hall	2,848.89
94626	6/3/2014	AMBER, CLIFFORD	REF AZDUES	5/29/2014	Reimbursement for Dues & Fees AHIA	30.00
94627	6/3/2014	ARIZONA STATE PRISON-FLORENCE	051414F-115	5/16/2014	INMATE LABOR	11.25
94627	6/3/2014	ARIZONA STATE PRISON-FLORENCE	051514F-115	5/16/2014	INMATE LABOR/ ROW CLEANUP	15.00
94627	6/3/2014	ARIZONA STATE PRISON-FLORENCE	051514F-115	5/16/2014	INMATE LABOR / CEMETERY	52.50
94628	6/3/2014	Arizona Supreme Court	4553	5/27/2014	Debit set off release	9.00
94629	6/3/2014	BAKER & TAYLOR BOOKS	T04941430	5/13/2014	CD'S	14.05
94629	6/3/2014	BAKER & TAYLOR BOOKS	T04941431	5/13/2014	DVD's	29.99
94629	6/3/2014	BAKER & TAYLOR BOOKS	T04941432	5/13/2014	DVD's	11.20
94629	6/3/2014	BAKER & TAYLOR BOOKS	T05093810	5/13/2014	DVD's	36.71
94630	6/3/2014	BAXTER DESIGN GROUP LLC	388	11/30/2013	Engineering support for traffic signal detector loops and asphalt gradation at Fire Station entrance NTE\$2600.00	2,600.00
94631	6/3/2014	Brownells, Inc.	10132682	5/21/2014	Firearms Cleaning Supplies	814.79
94632	6/3/2014	CASA GRANDE NEWSPAPERS	88057401	4/10/2014	Ad for Easter Eggstravaganza	153.00
94633	6/3/2014	Ceridian Benefit Services	10308408	5/21/2014	COBRA Vision Services	26.70
94634	6/3/2014	Cintas Corporation Lock 696	696709614	5/16/2014	Weekly fee for uniforms and mats for PW Dept.	34.84
94634	6/3/2014	Cintas Corporation Lock 696	696709614	5/16/2014	Weekly fee for uniforms and mats for PW Dept.	55.92
94634	6/3/2014	Cintas Corporation Lock 696	696709614	5/16/2014	Weekly fee for uniforms and mats for PW Dept.	3.91
94634	6/3/2014	Cintas Corporation Lock 696	696709614	5/16/2014	Weekly fee for uniforms and mats for PW Dept.	3.31
94634	6/3/2014	Cintas Corporation Lock 696	696709614	5/16/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
94635	6/3/2014	Curtis, Lanning	REIM UNI&BOOTS	4/25/2014	Reimbursement for uniform jeans	86.22
94635	6/3/2014	Curtis, Lanning	REIM UNI&BOOTS	4/25/2014	Reimbursement for uniform jeans	106.67

94635	6/3/2014	Curtis, Lanning	REIM UNI&BOOTS	4/25/2014	Reimbursement for work boots	171.31
94636	6/3/2014	Day Auto Supply, Inc	605401	1/22/2014	Motor oil for G017FM PD Patrol	26.02
94636	6/3/2014	Day Auto Supply, Inc	605401	1/22/2014	Air, oil and A/trans filter and fluid for G017FM PD Patrol	75.85
94636	6/3/2014	Day Auto Supply, Inc	605402	1/22/2014	Oil cooler line for G017FM PD Patrol	44.34
94636	6/3/2014	Day Auto Supply, Inc	6157454	4/28/2014	Wheel for PD trailer	26.38
94636	6/3/2014	Day Auto Supply, Inc	617114	5/13/2014	Motor oil for Parks & Rec	30.36
94636	6/3/2014	Day Auto Supply, Inc	617114	5/13/2014	Motor oil for Parks & Rec	10.51
94636	6/3/2014	Day Auto Supply, Inc	6171152	5/13/2014	Sanding discs for G558DL PD Volunteer	23.89
94636	6/3/2014	Day Auto Supply, Inc	617147	5/13/2014	Nine Pipe fittings for Shop hose reels	8.65
94636	6/3/2014	Day Auto Supply, Inc	617147	5/13/2014	Nine Pipe fittings for Shop hose reels	8.64
94636	6/3/2014	Day Auto Supply, Inc	617147	5/13/2014	Nine Pipe fittings for Shop hose reels	8.64
94636	6/3/2014	Day Auto Supply, Inc	617147	5/13/2014	Nine Pipe fittings for Shop hose reels	8.64
94636	6/3/2014	Day Auto Supply, Inc	617147	5/13/2014	Nine Pipe fittings for Shop hose reels	8.64
94636	6/3/2014	Day Auto Supply, Inc	617147	5/13/2014	Nine Pipe fittings for Shop hose reels	8.64
94636	6/3/2014	Day Auto Supply, Inc	617147	5/13/2014	Nine Pipe fittings for Shop hose reels	8.64
94636	6/3/2014	Day Auto Supply, Inc	617153	5/13/2014	Two air hose quick couplers for Shop hose reels	3.50
94636	6/3/2014	Day Auto Supply, Inc	617153	5/13/2014	Two air hose quick couplers for Shop hose reels	3.47
94636	6/3/2014	Day Auto Supply, Inc	617153	5/13/2014	Two air hose quick couplers for Shop hose reels	3.47
94636	6/3/2014	Day Auto Supply, Inc	617153	5/13/2014	Two air hose quick couplers for Shop hose reels	3.47
94636	6/3/2014	Day Auto Supply, Inc	617153	5/13/2014	Two air hose quick couplers for Shop hose reels	3.47
94636	6/3/2014	Day Auto Supply, Inc	617153	5/13/2014	Two air hose quick couplers for Shop hose reels	3.47
94636	6/3/2014	Day Auto Supply, Inc	617153	5/13/2014	Two air hose quick couplers for Shop hose reels	3.47
94636	6/3/2014	Day Auto Supply, Inc	617162	5/13/2014	Three batteries for G001FM FD ambulance	316.87
94636	6/3/2014	Day Auto Supply, Inc	617175	5/13/2014	Wiper blades for AD-4	14.54
94636	6/3/2014	Day Auto Supply, Inc	617209	5/14/2014	Blaster penetrating oil and Stoner glass cleaner for Shop	21.07
94636	6/3/2014	Day Auto Supply, Inc	617209	5/14/2014	Blaster penetrating oil and Stoner glass cleaner for shop	21.04
94636	6/3/2014	Day Auto Supply, Inc	617209	5/14/2014	Blaster penetrating oil and Stoner glass cleaner for shop	21.04
94636	6/3/2014	Day Auto Supply, Inc	617209	5/14/2014	Blaster penetrating oil and Stoner glass cleaner for shop	21.04
94636	6/3/2014	Day Auto Supply, Inc	617209	5/14/2014	Blaster penetrating oil and Stoner glass cleaner for shop	21.04

94636	6/3/2014	Day Auto Supply, Inc	617209	5/14/2014	Blaster penetrating oil and Stoner glass cleaner for shop	21.04
94636	6/3/2014	Day Auto Supply, Inc	617219	5/14/2014	Air filter for Waterdog water tank ST-57	14.01
94636	6/3/2014	Day Auto Supply, Inc	617323	5/15/2014	Motor oil for G964GH FD Chief	41.77
94636	6/3/2014	Day Auto Supply, Inc	617323	5/15/2014	Air and oil filter for G964GH FD Chief	21.96
94636	6/3/2014	Day Auto Supply, Inc	617466	5/16/2014	Front wheel oil hub caps for ST-23	15.63
94636	6/3/2014	Day Auto Supply, Inc	617584	5/19/2014	Batteries for Sanitation trucks SA-1,SA-2,SA-3	800.39
94636	6/3/2014	Day Auto Supply, Inc	617653	5/19/2014	Fuel stabilizer for garbage trucks SA-1,2,3,5,8,& 9	43.43
94636	6/3/2014	Day Auto Supply, Inc	617723	5/20/2014	Motor oil for SC-4	26.02
94636	6/3/2014	Day Auto Supply, Inc	617723	5/20/2014	Brake pads , air and oil filter for SC-4	79.39
94636	6/3/2014	Day Auto Supply, Inc	617752	5/20/2014	Two rod clips for inside door handle SA-8	2.49
94636	6/3/2014	Day Auto Supply, Inc	617768	5/20/2014	Two rod clips for inside door handle SA-8	1.84
94637	6/3/2014	Degan Construction LLC	14115	3/25/2014	Adjust valves on Plant Road	1,105.62
94638	6/3/2014	Discount School Supply	W20037250101	5/20/2014	Supplies for Summer Reading	75.22
94639	6/3/2014	EAST VALLEY SPORTS	50914	5/14/2014	Lifeguard suits with embroidery	957.00
94640	6/3/2014	FLORENCE TRUE VALUE HARDWARE	208883	2/28/2014	Supplies	1.87
94640	6/3/2014	FLORENCE TRUE VALUE HARDWARE	209005	3/6/2014	Supplies	18.42
94640	6/3/2014	FLORENCE TRUE VALUE HARDWARE	210713	5/29/2014	Operating Supplies for Park Maintenance	13.28
94641	6/3/2014	Gary A. Smith, MD, FAAFP	19-May-14	5/1/2014	Annual Firefighter physicals	3,265.99
94641	6/3/2014	Gary A. Smith, MD, FAAFP	19-May-14	5/1/2014	Annual Firefighter physicals	1,667.01
94641	6/3/2014	Gary A. Smith, MD, FAAFP	19-May-14	5/1/2014	Annual Firefighter physicals	706.00
94642	6/3/2014	GCR Tires & Service	827-37128	5/8/2014	Two tires for Waterdog water tank	162.75
94642	6/3/2014	GCR Tires & Service	827-37128	5/8/2014	Four tires for ST-5 G874FJ	789.46
94643	6/3/2014	HERBERT F. FITZPATRICK	3306	4/30/2014	Wire runs & mounting for wireless units	290.00
94644	6/3/2014	HOME DEPOT CREDIT SERVICES	2010800	5/27/2014	Supplies to repair pressure washer	179.47
94645	6/3/2014	TEMPORARY VENDOR	511211	6/2/2014	Water deposit refund	1.39
94646	6/3/2014	JONES AUTO CENTER	145192	4/11/2014	Tube assembly for G476EN PD Patrol	142.26
94646	6/3/2014	JONES AUTO CENTER	145994	5/22/2014	AC blower motor for ST-9	94.20
94647	6/3/2014	MANNATO JAMES E.	519-21/14	6/2/2014	Reimbursement for mileage - JU ACC Hearings	214.03
94648	6/3/2014	MESA MATERIALS	1949574	5/19/2014	Restock of AC Cold Mix NTE \$3000.00	2,497.49
94649	6/3/2014	Newegg Business, Inc.	1200439596	5/13/2014	Replacement batteries	237.99

94649	6/3/2014	Newegg Business, Inc.	1200444076	5/15/2014	Blue tooth adapter	13.99
94650	6/3/2014	New-Tech Electric & Communication LLC	111	4/9/2014	Run/Install circuits for countertop receptacles in kitchen at Senior Center	1,738.02
94650	6/3/2014	New-Tech Electric & Communication LLC	118	5/15/2014	Install receptacle in entry room at Police Dept.	90.91
94650	6/3/2014	New-Tech Electric & Communication LLC	119	5/15/2014	NEMA 120v wall outlet-Anthem Fire community room	668.47
94651	6/3/2014	OFFICE DEPOT INC	706481172-001	4/15/2014	Office supplies- Paper, Steno pads, pocket size spiral pads, color paper	26.05
94651	6/3/2014	OFFICE DEPOT INC	706497349-001	4/15/2014	Office supplies- Paper, Steno pads, pocket size spiral pads, color paper	188.66
94651	6/3/2014	OFFICE DEPOT INC	706497741-001	4/15/2014	Office supplies- Paper, Steno pads, pocket size spiral pads, color paper	188.66
94651	6/3/2014	OFFICE DEPOT INC	707105068-001	4/21/2014	Chair Replacement - GIS	151.08
94651	6/3/2014	OFFICE DEPOT INC	711226850-001	4/29/2014	Office supplies- Paper, Steno pads, pocket size spiral pads, color paper	26.40
94652	6/3/2014	Onstream Media Corporation	23207	5/19/2014	Monthly Onstream account	117.78
94653	6/3/2014	PAVEMENT MARKING, INC.	13241	5/11/2014	Removal of Main St. cross walk pavement markings	4,992.20
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	Volunteer Pizza for Luncheon 2013	16.60
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	U.S Postage	6.11
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	Paper Cups	4.35
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	Hard Hat for CSI Techs (2)	26.04
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	Title MVD	4.00
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	U.S Postage	0.20
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	Paint for Marking Radios	10.83
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	Water for Volunteer during Training	3.57
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	Paint for Holding Cells	15.21
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	U.S Postage	0.20
94654	6/3/2014	PETTY CASH - POLICE DEPT	1013-12/13	5/29/2014	Cat Litter	5.16
94655	6/3/2014	PETTY CASH - SENIOR CENTER	514-5/29/14	5/29/2014	Petty Cash	148.93
94656	6/3/2014	PHILLIP J. RICCOMINI	REIM 411/14	5/29/2014	Reimbursement for Glue Mount	2.71
94657	6/3/2014	PINAL NUTRITION PROGRAM	14-Apr	4/30/2014	Meals for April	1,365.19

94658	6/3/2014	Proforce Law Enforcement	204493	5/8/2014	(4) TSR Class III Laser, (4) Holsters	3,952.80
94659	6/3/2014	RAMIREZ, STACY	5/29 & 60514	6/2/2014	Per Diem for conference	36.00
94660	6/3/2014	RV STRIPES & GRAPHICS, INC.	18654	5/19/2014	Florence Police Department Badges for vehicles (6 pieces)	114.65
94661	6/3/2014	SURF & SKI ENTERPRISES	144491	5/8/2014	Kickball Tournament T-Shirts	90.77
94661	6/3/2014	SURF & SKI ENTERPRISES	144585	5/22/2014	Lifeguard Tank Tops	195.04
94662	6/3/2014	The Fudge Shop	60X11 MAY 14	5/14/2014	Luncheon for Police Memorial Appreciation Week/Meeting & Training	488.00
94662	6/3/2014	The Fudge Shop	60X11 MAY 14	5/14/2014	Luncheon for Police Memorial Appreciation Week/Meeting & Training	172.00
94663	6/3/2014	The Office Center Inc.	100565-001	5/16/2014	Office Supplies/Motivational Pics for Dept.	1,403.17
94664	6/3/2014	UPS	000E6487Y194	5/10/2014	Shipping RMA for docking station	29.36
94665	6/3/2014	VICTOR GRAJEDA	REIM WK BTS MY1	5/10/2014	Reimbursement for work boots	175.00
94666	6/3/2014	WALMART COMMUNITY # 0005 7118	2675	5/8/2014	Misc. supplies for recreation	32.35
94666	6/3/2014	WALMART COMMUNITY # 0005 7118	6788	5/20/2014	Supplies	125.76
94667	6/3/2014	WATER WORKS ENGINEERS, LLC	3067H	8/8/2013	Permitting of Merrill Ranch Water Reclamation Facility	4,740.00
94668	6/3/2014	WHITE CAP CONST. SUPPLY	50001242843	5/6/2014	Four 'V' shaped squeegees for road repair	157.79
94669	6/3/2014	Void				
94670	6/3/2014	Advanced Controls Corporation	14-1426	2/25/2014	Pre balance HVAC units at Town Hall	4,923.21
94671	6/3/2014	BENSON SYSTEMS	122453	5/16/2014	Alarm monitoring at Anthem Fire Station	40.99
94671	6/3/2014	BENSON SYSTEMS	122602	5/16/2014	Alarm System Monitoring Fire & Security- Community Planning	119.89
94672	6/3/2014	CASA GRANDE NEWSPAPERS	BALLOT PN	5/15/2014	Legal ads	92.57
94672	6/3/2014	CASA GRANDE NEWSPAPERS	PN ELECT	5/15/2014	Legal ads	86.96
94672	6/3/2014	CASA GRANDE NEWSPAPERS	PN ELECT ALT	5/15/2014	Legal ads	81.35
94672	6/3/2014	CASA GRANDE NEWSPAPERS	PN INVIT	5/15/2014	Legal ads	81.35
94672	6/3/2014	CASA GRANDE NEWSPAPERS	PN PROJ MNG	4/24/2014	Public Notices - RFP for Project Management Services	56.10
94673	6/3/2014	Dolores, Indorf	REIM 51414	6/2/2014	Reimbursement for items for training luncheon	22.44
94674	6/3/2014	EPS GROUP	14-064-1	4/22/2014	Annexation assistance	1,375.00

94674	6/3/2014	EPS GROUP	14-064-2	5/21/2014	Annexation assistance	1,750.00
94675	6/3/2014	HERBERT F. FITZPATRICK	3329	5/19/2014	Lines run for fire alarm at McFarland Bldg. and Chamber of Commerce	105.00
94676	6/3/2014	OFFICE DEPOT INC	708895886-001	5/12/2014	Supplies and paper	368.11
94676	6/3/2014	OFFICE DEPOT INC	711515757-001	5/13/2014	Supplies and paper	43.10
94676	6/3/2014	OFFICE DEPOT INC	714322216-001	5/21/2014	Office Supplies	182.21
94676	6/3/2014	OFFICE DEPOT INC	714322452-001	5/21/2014	Office Supplies	42.12
94677	6/3/2014	ORTIZ, DAVID	REIM 52714	5/27/2014	Reimbursement for work boots	141.30
94678	6/3/2014	PINAL CO. FEDERAL CREDIT UNION	1 10YR	6/3/2014	Visa Gift Card	105.00
94679	6/3/2014	RSC Equipment Rental/	119967150-001	5/29/2014	Water truck rental NTE \$4000.00	544.72
94680	6/3/2014	SOUTHWESTERN BUSINESS FORMS	19615	5/21/2014	Letterhead and envelopes	289.70
94680	6/3/2014	SOUTHWESTERN BUSINESS FORMS	19616	5/21/2014	Letterhead and envelopes	277.25
94681	6/3/2014	STOTZ EQUIPMENT	P29245	5/21/2014	Purchase of one oil, air and fuel filter for Town Hall generator	94.81
94682	6/3/2014	The WLB Group	108037A006-06A	5/15/2014	ANNEXATION - Magic Ranch & AZ Farms prep and mail out	3,757.50
94682	6/3/2014	The WLB Group	108037A006-06R	5/21/2014	ANNEXATION - Magic Ranch & AZ Farms prep and mail out	1,345.62
94683	6/3/2014	Titan Machinery Inc.	3861935GP	5/22/2014	AC evaporator for Case Front Loader ST-018	523.59
94683	6/3/2014	Titan Machinery Inc.	3861948GP	5/22/2014	Joy stick covers, cover plate, valve seals and AC filters for ST-018 Case front end loader	770.36
94684	6/5/2014	Apache Junction Fire District	2564	3/14/2014	Hardware & labor for shop 127	1,304.15
94684	6/5/2014	Apache Junction Fire District	2617	5/1/2014	Repairs to shop 126 filter, coolant, gaskets, lube etc.	5,620.29
94685	6/5/2014	ARIZONA DEPARTMENT OF	0000175581X	5/20/2014	INV #175581X WQL Water Quality Acct B2022572	500.00
94685	6/5/2014	ARIZONA DEPARTMENT OF	0000175581X	5/20/2014	Interest due Acct B2022572	2.10
94685	6/5/2014	ARIZONA DEPARTMENT OF	0000175768X	5/20/2014	INV#175768X WQL Water Quality Acct B2040349	1,830.00
94685	6/5/2014	ARIZONA DEPARTMENT OF	0000175768X	5/20/2014	Interest due Acct B2040349	7.67
94685	6/5/2014	ARIZONA DEPARTMENT OF	0000179612X	5/20/2014	INV #179612X WQL Water Quality Acct B2022183	2,500.00
94685	6/5/2014	ARIZONA DEPARTMENT OF	000179668X	4/20/2014	INV#179668X MAP Acct B2012802 -Monitoring Assistance Program	8,211.86
94686	6/5/2014	ARIZONA GLOVE & SAFETY	7335711	5/21/2014	Restock First Aid Kit - Eye wash station for Utility department	33.56

94686	6/5/2014	ARIZONA GLOVE & SAFETY	7335711	5/21/2014	Restock First Aid Kit - Eye wash station for Utility department	16.78
94686	6/5/2014	ARIZONA GLOVE & SAFETY	7335711	5/21/2014	Restock First Aid Kit - Eye wash station for Utility department	16.78
94687	6/5/2014	ARIZONA STATE TREASURER	May-14	6/1/2014	STATE SURCHARGES	9,414.90
94687	6/5/2014	ARIZONA STATE TREASURER	May-14	6/1/2014	STATE JCEF	377.00
94687	6/5/2014	ARIZONA STATE TREASURER	May-14	6/1/2014	STATE FINES	1,655.26
94687	6/5/2014	ARIZONA STATE TREASURER	May-14	6/1/2014	ZFAR 1	992.26
94687	6/5/2014	ARIZONA STATE TREASURER	May-14	6/1/2014	ZFAR 2	300.50
94688	6/5/2014	Ashland Water Technologies	130790214	5/12/2014	Polymer for Belt Press at both plants NTE \$4,500.	2,889.42
94688	6/5/2014	Ashland Water Technologies	130790214	5/12/2014	Polymer for Belt Press at both plants NTE \$4,500.	1,444.70
94689	6/5/2014	AZ Historic Preservation Conf	2581	5/20/2014	2014 HISTORIC PRESERVATION CONFERENCE REGISTRATION FEES	900.00
94689	6/5/2014	AZ Historic Preservation Conf	2581	5/20/2014	2014 HISTORIC PRESERVATION CONFERENCE REGISTRATION FEES	900.00
94690	6/5/2014	BlueTarp Financial	30557038	5/5/2014	Small tool purchase for Water department.	258.48
94691	6/5/2014	BOUND TREE MEDICAL LLC	81425287	5/12/2014	Medical supplies	875.21
94691	6/5/2014	BOUND TREE MEDICAL LLC	81426684	5/13/2014	Medical supplies	167.82
94692	6/5/2014	Capital One Commercial	48935	5/20/2014	Restock/ Janitorial" Supplies: Paper towels, bleach etc.	100.00
94692	6/5/2014	Capital One Commercial	48935	5/20/2014	Restock/ Janitorial Supplies: Paper towels, bleach etc.	50.00
94692	6/5/2014	Capital One Commercial	48935	5/20/2014	Restock: knives, batteries, etc.	63.17
94693	6/5/2014	CEMEX	9428494187	5/12/2014	100 tons of ABC for North Florence-tank site on hill Florence Gardens	1,042.12
94694	6/5/2014	Cintas Corporation Lock 696	696707389	5/9/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17
94694	6/5/2014	Cintas Corporation Lock 696	696707389	5/9/2014	Weekly fee for uniforms and mats for Utility Dept.	14.95
94694	6/5/2014	Cintas Corporation Lock 696	696707389	5/9/2014	Weekly fee for uniforms and mats for Utility Dept.	8.12
94694	6/5/2014	Cintas Corporation Lock 696	696707389	5/9/2014	Weekly fee for uniforms and mats for Utility Dept.	8.12
94694	6/5/2014	Cintas Corporation Lock 696	69709615	5/16/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17

94694	6/5/2014	Cintas Corporation Lock 696	69709615	5/16/2014	Weekly fee for uniforms and mats for Utility Dept.	14.95
94694	6/5/2014	Cintas Corporation Lock 696	69709615	5/16/2014	Weekly fee for uniforms and mats for Utility Dept.	8.12
94694	6/5/2014	Cintas Corporation Lock 696	69709615	5/16/2014	Weekly fee for uniforms and mats for Utility Dept.	8.12
94695	6/5/2014	DASH MEDICAL GLOVES	INV0857327	4/30/2014	MEDICAL GLOVES	523.20
94696	6/5/2014	Day Auto Supply, Inc	605622	1/24/2014	Oil & filters for command vehicle	57.89
94696	6/5/2014	Day Auto Supply, Inc	605864	1/27/2014	Filters & oil for 2012 F150	57.76
94696	6/5/2014	Day Auto Supply, Inc	605881	1/27/2014	PI32 wash	2.71
94697	6/5/2014	DESERT BORING AND EXCAVATION	7041	5/13/2014	CIP U-30 Boring for Hydrant Replacement project.	4,800.00
94697	6/5/2014	DESERT BORING AND EXCAVATION	7043	5/21/2014	CIP U-30 Boring for Hydrant Replacement project. (#4)	1,050.00
94697	6/5/2014	DESERT BORING AND EXCAVATION	7043	5/21/2014	CIP U-30 Boring for Hydrant Replacement project. (#4)	3,750.00
94698	6/5/2014	DPC ENTERPRISES, L.P.	272000308-14	5/1/2014	1 ton CL2 for SWWTP	655.20
94698	6/5/2014	DPC ENTERPRISES, L.P.	272000308-14	5/1/2014	10-150 lb. CL2 cylinders for NWWTP & Wells	862.68
94699	6/5/2014	E F JOHNSON	576112	5/13/2014	Security key for new radio	159.73
94700	6/5/2014	Farnsworth Wholesale Company	S2324582001	5/19/2014	Utility Line Maintenance: Misc. Parts	3,081.26
94700	6/5/2014	Farnsworth Wholesale Company	S2327520001	5/13/2014	Utility Line Maintenance: Misc. parts	102.69
94700	6/5/2014	Farnsworth Wholesale Company	S2327525001	5/13/2014	CIP U-30 Misc. parts for Hydrant project	2,222.87
94701	6/5/2014	FRANCISCO MEJIA	REIM WK BOOTS	5/29/2014	Reimbursement for Uniform work boots NTE \$150	75.00
94701	6/5/2014	FRANCISCO MEJIA	REIM WK BOOTS	5/29/2014	Reimbursement for Uniform work boots NTE \$150	37.50
94701	6/5/2014	FRANCISCO MEJIA	REIM WK BOOTS	5/29/2014	Reimbursement for Uniform work boots NTE \$150	37.50
94702	6/5/2014	GRAINGER, INC.	9435196572	5/7/2014	NWWTP: Submersible Sewage Pump, 2 HP	1,016.45
94703	6/5/2014	HILL BROTHERS CHEMICAL CO,	5078058	5/6/2014	Restock 16 - 50 gallon drums of sodium bisulfite for SWWTP	3,134.40
94704	6/5/2014	Johnson Utilities	00082108 514	5/5/2014	Water bill for station #2	538.60
94704	6/5/2014	Johnson Utilities	138081-01 514	5/5/2014	Water bill for station #2	52.20
94705	6/5/2014	LORMAN EDUCATION SERVICES	2776414-1	5/19/2014	Understanding the 2010 ADA Design Standards CD/Manual Package	247.78
94706	6/5/2014	Ludlum Measurements Inc.	2.02456E+11	5/20/2014	Radiological detection equipment	371.99
94707	6/5/2014	Marriott JW Starr Pass Resort	CONF#327267XN	4/29/2014	Lodging for Conference	295.49
94708	6/5/2014	MetLife - Group Benefits	KM05993410 514	5/15/2014	Monthly Invoice	3,976.91
94709	6/5/2014	MIDWEST TAPE	91881041	5/22/2014	Audio Books	119.98
94710	6/5/2014	MURILLO ENEMUEL	REIM 52714	5/27/2014	Reimbursement for Uniform work boots.	130.55
94711	6/5/2014	MURTHA, THOMAS	REIM 51314	5/13/2014	Duty shoes	84.99

94712	6/5/2014	OFFICE DEPOT INC	708654789-001	5/9/2014	Office Supplies: printer paper, ink, hanging file folders, flags, etc.	134.27
94712	6/5/2014	OFFICE DEPOT INC	708654789-001	5/9/2014	Office Supplies: printer paper, ink, hanging file folders, flags, etc.	134.26
94712	6/5/2014	OFFICE DEPOT INC	708658621-001	5/10/2014	Office Supplies: laminator	27.59
94712	6/5/2014	OFFICE DEPOT INC	708658621-001	5/10/2014	Office Supplies: laminator	27.59
94713	6/5/2014	PINAL COUNTY TREASURER	May-14	6/1/2014	ASSESSMENT JUSTICE COURT FEE	63.28
94714	6/5/2014	Pro-Tec Environmental, Inc.	14042101	4/21/2014	Hydrovac/jet-rodding service Unclog line on Main & Butte 4/21/14	1,072.50
94715	6/5/2014	Ricoh USA, Inc.	5030743857	5/14/2014	Monthly billing for copier- Base Charge: 5/14/14 to 6/13/14	60.41
94715	6/5/2014	Ricoh USA, Inc.	5030743857	5/14/2014	Monthly billing for copier- Base Charge: 5/14/14 to 6/13/14	30.20
94715	6/5/2014	Ricoh USA, Inc.	5030743857	5/14/2014	Monthly billing for copier- Base Charge: 5/14/14 to 6/13/14	30.20
94716	6/5/2014	ROADRUNNER OXYGEN SVC	41487	5/21/2014	Cylinder refill	34.86
94717	6/5/2014	Saguaro Lake Ranch	KAYAK 9@41	6/3/2014	Kayak trip	369.00
94718	6/5/2014	Southwest Ground- Water Consult, Inc	B2068-2	5/12/2014	U-23 New Water Well-North Florence. Misc. Professional services	3,610.00
94719	6/5/2014	SPAN INC.	3603	5/7/2014	Battery repair for station #1	100.00
94720	6/5/2014	Sunrise Engineering	72906	5/15/2014	Prof. Services thru 4/30/14 CIP U-73 Phase 0001 Bailey St. Water line	4,031.60
94721	6/5/2014	THE WATER SHED	3962	5/21/2014	Drinking Water Open PO	19.75
94721	6/5/2014	THE WATER SHED	4402	5/12/2014	Water & Ice for Utility department	20.57
94721	6/5/2014	THE WATER SHED	4402	5/12/2014	Water & Ice for Utility department	20.57
94721	6/5/2014	THE WATER SHED	4406	5/12/2014	Ice	37.03
94721	6/5/2014	THE WATER SHED	4450	5/19/2014	Water & Ice for Utility Dept.	18.10
94721	6/5/2014	THE WATER SHED	4450	5/19/2014	Water & Ice for Utility Dept.	18.10
94721	6/5/2014	THE WATER SHED	4451	5/19/2014	Water & Ice	38.67
94721	6/5/2014	THE WATER SHED	4499	5/27/2014	Water & Ice for Utility dept.	13.58
94721	6/5/2014	THE WATER SHED	4499	5/27/2014	Water & Ice for Utility dept.	13.57
94721	6/5/2014	THE WATER SHED	4500	5/27/2014	Water and Ice for PD	34.28
94721	6/5/2014	THE WATER SHED	4755	5/27/2014	Ice	37.02
94721	6/5/2014	THE WATER SHED	4854	6/2/2014	Ice	59.24
94722	6/5/2014	USABlueBook - ACCT 703717	313482	4/8/2014	SWWTP: 6' sectional Ladder, Ladder top caps, Ladder bottom shoes	86.77
94722	6/5/2014	USABlueBook - ACCT 703717	314103	4/8/2014	SWWTP: 6' sectional Ladder, Ladder top caps, Ladder bottom shoes	322.44
94722	6/5/2014	USABlueBook - ACCT 703717	314103	4/8/2014	SWWTP: Lightning Hi- Visibility Earmuffs 4 Item #41649	117.07

94722	6/5/2014	USABlueBook - ACCT 703717	314103	4/8/2014	Kimwipes Disposable wipes Item # 36989	314.07
94723	6/5/2014	VISION SERVICE PLAN	12253996. 4285714	5/1/2014	VISION INSURANCE	1,700.68
94724	6/5/2014	W.W. WILLIAMS	414014300	5/27/2014	To reprogram ladder 139 for new fluids	94.50
94726	6/6/2014	Advanced Infosystems	11445	5/7/2014	PROCESSING DATA FOR UTILITY BILLS	947.22
94727	6/6/2014	AMBER, CLIFFORD	529/14	5/29/2014	Per diem 5/29/14 Chandler Training	18.00
94728	6/6/2014	ARAMARK	15666329	3/7/2014	Uniforms for Parks	217.54
94729	6/6/2014	AZ PUBLIC SERVICE COMPANY	ARO200001295	4/16/2014	Line Extension Agreement	3,464.27
94730	6/6/2014	BRANDY HODNETT	609-13/14	6/5/2014	Per Diem for Clerks Institute 6/14	270.00
94730	6/6/2014	BRANDY HODNETT	609-13/14	6/5/2014	Mileage-Phoenix	55.71
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	Community Development alarm 5829	47.81
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	9627 Police-911	270.24
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	7347-Fire Anthem/back-up phone line 9176	141.58
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	0788-Library	27.94
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	0705-Silver King Alarm	135.12
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	8030 McFarland Alarm	45.72
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	0246-W/WW	46.83
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	2394-N W/W Plant	47.81
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	0236-Tn Fire Alarm	45.04
94731	6/6/2014	CENTURYLINK	VARIOUS 614	5/16/2014	7500 Main Line	81.90
94732	6/6/2014	David Hills	522/14	6/4/2014	Per Diem for Meals for Government Records Training	30.00
94733	6/6/2014	Void				
94734	6/6/2014	Produce Positivity	205	6/2/2014	Staff/Board Retreat - Facilitator/Team Building	800.00
94735	6/6/2014	RANKIN, TOM	613/14	6/4/2014	Per Diem for ADOT Board Meeting 6/13/14	212.76
94736	6/6/2014	TATLOCK, WILLIAM	REIM 52814	5/28/2014	Reimbursement for Training Luncheon GREAT (K-8)	90.70
94737	6/6/2014	WALMART COMMUNITY # 0005 7118	28536	5/28/2014	Summer Kickoff Supplies/Prizes	45.10
94737	6/6/2014	WALMART COMMUNITY # 0005 7118	TR03607	5/28/2014	Summer Kickoff Supplies/Prizes	135.36
94738	6/6/2014	Void				
94739	6/6/2014	RAMIREZ, STACY	6/5/2014	6/5/2014	Per Diem for conference	71.42
94740	6/10/2014	AZ DEPT OF REVENUE COLL SVC	PPE 0530/14	6/9/2014	LEVY	200.00
94741	6/10/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 530/14 PD	6/9/2014	RETIREMENT CONTRIBUTIONS POLICE	16,608.38
94741	6/10/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 53014 FIRE	6/9/2014	RETIREMENT CONTRIBUTIONS FIRE	12,670.40
94741	6/10/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 53014 FIRE	6/9/2014	Fire INSURANCE PREMIUM TAX	(898.76)

94742	6/10/2014	Ceridian Benefit Services	332705047	6/9/2014	COBRA Vision Services	26.70
94743	6/10/2014	GLORIA MORENO	50114-53014	6/4/2014	Daily Mail Run/Town Hall	24.07
94744	6/10/2014	HAYDON BUILDING CORP.	09-1711-001	5/30/2014	Padilla Park @ SK (Cox Reimburse)	1,425.22
94744	6/10/2014	HAYDON BUILDING CORP.	APP 1	4/30/2014	Padilla Park @ SK Pre-con services	43,305.00
94745	6/10/2014	Nationwide Retirement Solution	PPE 0530/14	6/9/2014	Nationwide - Deferred Compensation	5,091.60
94746	6/10/2014	NEW YORK LIFE INSURANCE	Jun-14	6/4/2014	Life Insurance Monthly Invoice	384.62
94747	6/10/2014	PINAL COUNTY SUPERIOR COURT	LEGAL TRANS	6/9/2014	Legal Transcript Request	86.10
94748	6/10/2014	PINAL COURT ADMIN	COJET 62614 MS	6/9/2014	Training for Michele Salas	25.00
94749	6/10/2014	PREMIER CONSTRUCTION	CF 1929	5/8/2014	Main Street Park - Playground Project - Additional Fencing	5,000.00
94750	6/10/2014	QUALITY INN	CONF341990773	5/29/2014	Lodging for Mayor Rankin CAG Meeting 6/20/14	113.72
94751	6/10/2014	RANKIN, TOM	620-21/14	6/4/2014	Per Diem CAG Meeting 6/20/14	144.56
94752	6/10/2014	RIPPLE INDUSTRIES	1412	4/25/2014	Emergency Troubleshooting & Repairs at EQ Basin SWWTP	1,800.00
94753	6/10/2014	SAN CARLOS IRRIGATION	RETAINERS	6/3/2014	Relocation of irrigation facilities due to widening of Hwy 79 and Div Dam Rd - T17; Impact and retainer fees	8,000.00
94754	6/10/2014	smartschoolsplus, inc dba	517-021	6/4/2014	John Mitchell Contract	3,913.13
94754	6/10/2014	smartschoolsplus, inc dba	517-021	6/4/2014	John Mitchell Contract	3,913.13
94755	6/10/2014	UNITED WAY OF PINAL COUNTY	PPE 0530/14	6/9/2014	EMPLOYEES CONTRIBUTIONS	7.00
94756	6/10/2014	USA Funds	PPE 05/30/14	6/9/2014	Levy	194.51
94757	6/12/2014	TEMPORARY VENDOR	508010	6/10/2014	Water deposit refund	52.29
94758	6/12/2014	TEMPORARY VENDOR	REFUND 6/3/14	6/3/2014	Refund-Child did not participate	30.00
94759	6/12/2014	TEMPORARY VENDOR	714003	6/9/2014	Garbage deposit refund	58.00
94760	6/12/2014	TEMPORARY VENDOR	JUN 1 JUROR	6/11/2014	Chosen Juror	30.00
94761	6/12/2014	TEMPORARY VENDOR	303933	6/6/2014	Water deposit refund	40.70
94762	6/12/2014	TEMPORARY VENDOR	JUROR JN 1	6/11/2014	Chosen Juror	30.00
94763	6/12/2014	TEMPORARY VENDOR	Jun-14	6/1/2014	Pro-Tem Services June 2014	150.00
94764	6/12/2014	TEMPORARY VENDOR	1-JUN JUROR	6/11/2014	Chosen Juror	30.00
94765	6/12/2014	TEMPORARY VENDOR	600569	6/10/2014	Water deposit refund	39.11
94766	6/12/2014	TEMPORARY VENDOR	1-Jun	6/11/2014	Chosen Juror	30.00
94767	6/12/2014	TEMPORARY VENDOR	705113	6/5/2014	Garbage deposit refund	75.00
94768	6/12/2014	TEMPORARY VENDOR	10805307 OP	6/4/2014	Overpayment	40.00
94769	6/12/2014	TEMPORARY VENDOR	218105	6/10/2014	Water deposit refund	65.48
94770	6/12/2014	TEMPORARY VENDOR	REF-SEC SVC	6/10/2014	Refund for payment of Police services not rendered	320.00
94771	6/12/2014	TEMPORARY VENDOR	JUN-1 14	6/11/2014	Chosen Juror	30.00
94772	6/12/2014	TEMPORARY VENDOR	218043	6/10/2014	Water deposit refund	9.64
94773	6/12/2014	TEMPORARY VENDOR	1-Jun-14	6/11/2014	Chosen Juror	30.00

94774	6/12/2014	TEMPORARY VENDOR	OP-121701058	6/5/2014	Overpayment ON PAY OFF ACCT	176.35
94775	6/12/2014	TEMPORARY VENDOR	14-Jun-01	6/11/2014	Chosen Juror	30.00
94776	6/12/2014	TEMPORARY VENDOR	OP 141702050	6/5/2014	Overpayment ON PAY OFF ACCT	192.87
94777	6/12/2014	TEMPORARY VENDOR	716680	6/10/2014	Garbage deposit refund	17.00
94778	6/12/2014	TEMPORARY VENDOR	OP 131801045	6/5/2014	Overpayment ON PAY OFF ACCT	350.54
94779	6/12/2014	TEMPORARY VENDOR	711062	6/9/2014	Garbage deposit refund	34.00
94780	6/12/2014	Void				
94781	6/12/2014	TEMPORARY VENDOR	107418	6/10/2014	Water deposit refund	101.23
94781	6/12/2014	TEMPORARY VENDOR	314024	5/27/2014	Water deposit refund	817.90
94782	6/12/2014	TEMPORARY VENDOR	2014-JUN 1	6/11/2014	Chosen Juror	30.00
94783	6/13/2014	A.C. Sanitation Service, LLC	34	6/4/2014	Landfill fees for May 2014 Bio-solid Waste Removal from SWWTP	13,472.13
94784	6/13/2014	Advanced Infosystems	11519	6/9/2014	Data processing of utility bills	915.86
94785	6/13/2014	AQUATIC ENVIRONMENTAL	IN34420	5/21/2014	Chemicals for swimming pool	1,013.69
94786	6/13/2014	ARIZONA DEPARTMENT OF	0000171643X	5/20/2014	INV #171643X WQL Water Quality Acct B2021759	1,535.64
94786	6/13/2014	ARIZONA DEPARTMENT OF	0000175759X	5/20/2014	INV #175759X WQL Water Quality Acct B2021759	854.00
94786	6/13/2014	ARIZONA DEPARTMENT OF	0000177140X	5/20/2014	INV #177140X WQL Water Quality Acct B2021759	2,623.00
94786	6/13/2014	ARIZONA DEPARTMENT OF	0000181812X	5/20/2014	INV #181812X WQL Water Quality Acct B2021759	3,385.50
94786	6/13/2014	ARIZONA DEPARTMENT OF	BILLID 0129029	5/20/2014	Interest due Acct B2021759	18.46
94787	6/13/2014	ARIZONA GLOVE & SAFETY	7335807	5/22/2014	First aid supplies for Pool	180.80
94787	6/13/2014	ARIZONA GLOVE & SAFETY	7336571	6/2/2014	Restock Streets First Aid Kit	64.97
94788	6/13/2014	Arizona Office of Technology	04L593	5/27/2014	Quarterly usage & maintenance	228.53
94788	6/13/2014	Arizona Office of Technology	04L595	5/27/2014	Copier charges 02/28/14-5/31/14	786.65
94788	6/13/2014	Arizona Office of Technology	04L616	5/27/2014	Copier charges 2/28/14 - 5/31/14	403.76
94789	6/13/2014	ARIZONA STATE PRISON-FLORENCE	032014F-115	4/9/2014	INMATE LABOR /MCFARLAND PARK	11.25
94789	6/13/2014	ARIZONA STATE PRISON-FLORENCE	040314F115	4/9/2014	INMATE LABOR	15.00
94790	6/13/2014	ARROYO FENCE CO.	1428	5/23/2014	Temporary fence for pool	356.16
94791	6/13/2014	BAKER & TAYLOR BOOKS	4010886772	5/21/2014	Non-Fiction	22.46
94791	6/13/2014	BAKER & TAYLOR BOOKS	4010886773	5/21/2014	Fiction	32.33
94791	6/13/2014	BAKER & TAYLOR BOOKS	4010886774	5/21/2014	CHILDREN'S BOOKS	81.00
94791	6/13/2014	BAKER & TAYLOR BOOKS	4010886775	5/21/2014	Large Print Books	30.39
94791	6/13/2014	BAKER & TAYLOR BOOKS	4010886776	5/21/2014	Fiction	43.02

94791	6/13/2014	BAKER & TAYLOR BOOKS	4010886777	5/21/2014	Audio Books	32.98
94791	6/13/2014	BAKER & TAYLOR BOOKS	T05121520	5/20/2014	DVDS	56.23
94792	6/13/2014	BAXTER DESIGN GROUP LLC	500	5/13/2014	Prepare legal descriptions and exhibit for Preferred Option No.1 of Main Street Extension (to include any revisions) NTE \$3000.00	2,500.00
94793	6/13/2014	BC GRAPHICS	95231	6/4/2014	Uniform shirts for Office Assistant and Office Supervisor	369.85
94793	6/13/2014	BC GRAPHICS	95231	6/4/2014	Uniform shirts for Office Assistant and Office Supervisor	118.59
94793	6/13/2014	BC GRAPHICS	95231	6/4/2014	Uniform shirts for P W Director	376.88
94793	6/13/2014	BC GRAPHICS	95231	6/4/2014	Uniform shirts for Associate Engineer	364.97
94794	6/13/2014	BIA	Jun-14	6/2/2014	104233-electric	164.37
94794	6/13/2014	BIA	Jun-14	6/2/2014	104233-electric	164.37
94794	6/13/2014	BIA	Jun-14	6/2/2014	21245-electric	9,534.99
94794	6/13/2014	BIA	Jun-14	6/2/2014	21242-electric	1,342.11
94794	6/13/2014	BIA	Jun-14	6/2/2014	21241-electric	3,604.48
94794	6/13/2014	BIA	Jun-14	6/2/2014	00353-electric	233.75
94794	6/13/2014	BIA	Jun-14	6/2/2014	10522-electric	110.00
94794	6/13/2014	BIA	Jun-14	6/2/2014	20509-electric	46.20
94794	6/13/2014	BIA	Jun-14	6/2/2014	21243-electric	61.60
94795	6/13/2014	C & H Baseball, Inc.	2014-389	5/27/2014	Diamond mound clay	1,056.36
94796	6/13/2014	Capital One Commercial	78044	5/14/2014	Costco-Items purchased for training appreciation luncheon	92.73
94797	6/13/2014	CASA GRANDE NEWSPAPERS	I81263	5/9/2014	Classified Ad	16.59
94797	6/13/2014	CASA GRANDE NEWSPAPERS	PN EP6 RELEASE	4/24/2014	Public notice for ERR 24 Flo Reminder	79.32
94798	6/13/2014	CENTERLINE SUPPLY WEST, INC.	70064	5/14/2014	60 Red on white NO DUMPING " signs"	1,364.58
94799	6/13/2014	Cintas Corporation Lock 696	696025599	5/9/2014	Floor Cleaning - Police Department	2,050.90
94799	6/13/2014	Cintas Corporation Lock 696	696711841	5/23/2014	Weekly fee for uniforms and mats for PW Dept.	34.85
94799	6/13/2014	Cintas Corporation Lock 696	696711841	5/23/2014	Weekly fee for uniforms and mats for PW Dept.	51.05
94799	6/13/2014	Cintas Corporation Lock 696	696711841	5/23/2014	Weekly fee for uniforms and mats for PW Dept.	3.91
94799	6/13/2014	Cintas Corporation Lock 696	696711841	5/23/2014	Weekly fee for uniforms and mats for PW Dept.	3.31
94799	6/13/2014	Cintas Corporation Lock 696	696711841	5/23/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
94799	6/13/2014	Cintas Corporation Lock 696	696711842	5/23/2014	Weekly fee for uniforms and mats for Utility Dept.	3.17
94799	6/13/2014	Cintas Corporation Lock 696	696711842	5/23/2014	Weekly fee for uniforms and mats for Utility Dept.	14.95

94799	6/13/2014	Cintas Corporation Lock 696	696711842	5/23/2014	Weekly fee for uniforms and mats for Utility Dept.	8.12
94799	6/13/2014	Cintas Corporation Lock 696	696711842	5/23/2014	Weekly fee for uniforms and mats for Utility Dept.	8.12
94799	6/13/2014	Cintas Corporation Lock 696	696714071	5/30/2014	Weekly fee for uniforms and mats for PW Dept.	35.53
94799	6/13/2014	Cintas Corporation Lock 696	696714071	5/30/2014	Weekly fee for uniforms and mats for PW Dept.	51.92
94799	6/13/2014	Cintas Corporation Lock 696	696714071	5/30/2014	Weekly fee for uniforms and mats for PW Dept.	3.98
94799	6/13/2014	Cintas Corporation Lock 696	696714071	5/30/2014	Weekly fee for uniforms and mats for PW Dept.	3.35
94799	6/13/2014	Cintas Corporation Lock 696	696714071	5/30/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
94799	6/13/2014	Cintas Corporation Lock 696	696714072	5/30/2014	Weekly fee for uniforms and mats for Utility Dept.	3.23
94799	6/13/2014	Cintas Corporation Lock 696	696714072	5/30/2014	Weekly fee for uniforms and mats for Utility Dept.	15.23
94799	6/13/2014	Cintas Corporation Lock 696	696714072	5/30/2014	Weekly fee for uniforms and mats for Utility Dept.	8.24
94799	6/13/2014	Cintas Corporation Lock 696	696714072	5/30/2014	Weekly fee for uniforms and mats for Utility Dept.	8.24
94800	6/13/2014	COASH & COASH, INC	97266	6/4/2014	Transcripts for witness testimony	360.00
94800	6/13/2014	COASH & COASH, INC	97267	6/4/2014	Transcripts for witness testimony	342.50
94800	6/13/2014	COASH & COASH, INC	97268	6/4/2014	Transcripts for witness testimony	45.00
94801	6/13/2014	COOLIDGE ENGINE & PUMP, L.L.C.	5624	5/21/2014	Provide 18 Stroke Linear Actuators For SWWTP"	2,065.30
94801	6/13/2014	COOLIDGE ENGINE & PUMP, L.L.C.	5638	5/23/2014	Fuses, labor to replace fuse, repair motor lead, etc.	562.23
94801	6/13/2014	COOLIDGE ENGINE & PUMP, L.L.C.	5639	5/23/2014	Replaced motor on Air compressor at UV Effluent Area	829.35
94801	6/13/2014	COOLIDGE ENGINE & PUMP, L.L.C.	5640	5/23/2014	Pulled Effluent pump at gate to clean impellor	375.00
94802	6/13/2014	Void				
94803	6/13/2014	DAVID ALEXANDER	REPLACE 91343	9/24/2013	Pro-tem services	200.00
94804	6/13/2014	Day Auto Supply, Inc	617274	5/14/2014	Pipe fitting for air gauge on hose reel	0.80
94804	6/13/2014	Day Auto Supply, Inc	617274	5/14/2014	Pipe fitting for air gauge on hose reel	0.79
94804	6/13/2014	Day Auto Supply, Inc	617274	5/14/2014	Pipe fitting for air gauge on hose reel	0.79
94804	6/13/2014	Day Auto Supply, Inc	617274	5/14/2014	Pipe fitting for air gauge on hose reel	0.79
94804	6/13/2014	Day Auto Supply, Inc	617274	5/14/2014	Pipe fitting for air gauge on hose reel	0.79
94804	6/13/2014	Day Auto Supply, Inc	617274	5/14/2014	Pipe fitting for air gauge on hose reel	0.79
94804	6/13/2014	Day Auto Supply, Inc	618234	5/27/2014	Air gauge and 2 compressor maintenance kits for shop	41.06
94804	6/13/2014	Day Auto Supply, Inc	618289	5/27/2014	Cabin Air Filter for WW-27	5.66
94804	6/13/2014	Day Auto Supply, Inc	618289	5/27/2014	Cabin Air Filter for WW-27	2.82

94804	6/13/2014	Day Auto Supply, Inc	618289	5/27/2014	Cabin Air Filter for WW-27	2.82
94804	6/13/2014	Day Auto Supply, Inc	618439	5/28/2014	Battery charger for Milwaukee Power Tools for Shop	29.69
94804	6/13/2014	Day Auto Supply, Inc	618439	5/28/2014	Battery charger for Milwaukee Power Tools for Shop	29.67
94804	6/13/2014	Day Auto Supply, Inc	618439	5/28/2014	Battery charger for Milwaukee Power Tools for Shop	29.67
94804	6/13/2014	Day Auto Supply, Inc	618439	5/28/2014	Battery charger for Milwaukee Power Tools for Shop	29.67
94804	6/13/2014	Day Auto Supply, Inc	618439	5/28/2014	Battery charger for Milwaukee Power Tools for Shop	29.67
94804	6/13/2014	Day Auto Supply, Inc	618439	5/28/2014	Battery charger for Milwaukee Power Tools for Shop	29.67
94804	6/13/2014	Day Auto Supply, Inc	618726	6/2/2014	Air A/C Recovery Machine	4,238.21
94804	6/13/2014	Day Auto Supply, Inc	618879	6/3/2014	Digital calipers for Shop	31.09
94804	6/13/2014	Day Auto Supply, Inc	618974	6/4/2014	North Plant Big Blower Air Filters	15.17
94805	6/13/2014	DESERT BORING AND EXCAVATION	7042	5/13/2014	Emergency excavation @ 779 Bunker hill Dr.	250.00
94805	6/13/2014	DESERT BORING AND EXCAVATION	7042	5/13/2014	Emergency excavation @ Willow/16th St	250.00
94805	6/13/2014	DESERT BORING AND EXCAVATION	7044	5/21/2014	Emergency excavation 159 Orlando leak	312.50
94805	6/13/2014	DESERT BORING AND EXCAVATION	7044	5/21/2014	Emergency excavation Adamsville Rd, west of hospital, canal leak.	250.00
94806	6/13/2014	DPC ENTERPRISES, L.P.	272000409-14	5/22/2014	10-150 lb. CL2 cylinders for NWWTP & Wells	436.80
94806	6/13/2014	DPC ENTERPRISES, L.P.	272000409-14	5/22/2014	10-150 lb. CL2 cylinders for NWWTP & Wells	436.80
94807	6/13/2014	EPS GROUP	13-330-3	5/21/2014	CIP U-69 Well #4 to #5 Water Transmission Line Ext.Project 13-330	10,845.00
94808	6/13/2014	ERNEST JOHNSON	708625	6/10/2014	Water deposit refund	25.50
94809	6/13/2014	Farnsworth Wholesale Company	S2332829001	5/20/2014	CIP U-30 Hydrant Project Caliente	3,186.22
94810	6/13/2014	Felix Construcion Company	1683-021	6/2/2014	Emergency Repairs to Clarifier at NWWTP	20,412.00
94811	6/13/2014	Ferguson Waterworks a Wolseley Co.	226237	6/2/2014	CIP 30- Hydrant project Misc. parts: Coconino	2,401.42
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	209905	4/17/2014	Operating Supplies for Park Maintenance	36.89
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210066	4/24/2014	Operating Supplies for Park Maintenance	29.34
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210100	4/25/2014	Operating Supplies for Park Maintenance	12.89
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210304	5/6/2014	Operating Supplies for Park Maintenance	10.36

94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210378	5/10/2014	Operating Supplies for Park Maintenance	3.24
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210380	5/10/2014	Operating Supplies for Park Maintenance	2.71
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210480	5/15/2014	Emergency: Parts to repair leak at 169 Orlando	20.74
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210494	5/16/2014	Open PO for Recreation purchases	6.40
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210504	5/16/2014	Emergency: Parts for Well #1	60.76
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210534	5/19/2014	Operating Supplies for Park Maintenance- OPEN PO	32.48
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210535	5/19/2014	Open PO for Fitness Center purchases	0.65
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210578	5/21/2014	Emergency: parts for NWWTP Upper Clarifier	10.41
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210585	5/21/2014	Emergency: parts for NWWTP Upper Clarifier	22.59
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210589	5/21/2014	Operating Supplies for Park Maintenance	4.34
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210627	5/23/2014	Operating Supplies for Park Maintenance	14.98
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210653	5/27/2014	Open PO for Fitness Center purchases	7.59
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210656	5/27/2014	Operating Supplies for Park Maintenance	14.42
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210681	5/28/2014	Emergency: misc. parts to repair Well 5	63.85
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210689	5/28/2014	Operating Supplies for Park Maintenance	6.07
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210719	5/29/2014	Operating Supplies for Park Maintenance	11.67
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210723	5/29/2014	Operating Supplies for Park Maintenance	24.99
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210735	5/30/2014	Operating Supplies for Park Maintenance	4.33
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210743	5/30/2014	Operating Supplies for Park Maintenance	59.50
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210747	5/30/2014	Operating Supplies for Park Maintenance	11.09
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210765	6/2/2014	Operating Supplies for Park Maintenance	34.02
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210799	6/3/2014	Emergency parts: Repair at Well #5	6.03
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210819	6/4/2014	Emergency parts: south Plant bar screen bushing for grease zerk	3.24
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	210845	6/5/2014	Emergency parts: NWWTP- upper aeration line air leak.	12.15
94812	6/13/2014	FLORENCE TRUE VALUE HARDWARE	310716	5/29/2014	Operating Supplies for Park Maintenance	15.16
94813	6/13/2014	Gary A. Smith, MD, FAAFP	20	5/29/2014	Annual Firefighter physicals	1,759.00
94813	6/13/2014	Gary A. Smith, MD, FAAFP	20	5/29/2014	Annual Firefighter Physicals	353.00

94814	6/13/2014	Global Gov't/Ed Solutions Inc.	L3402127	5/14/2014	Dell ST2421L 24W 1920x1080 5ms FHD Monitor W/LED"	149.99
94815	6/13/2014	Governor's Office of Highway	AGUILERAD 714	6/9/2014	Law Enforcement Conference Registration	50.00
94815	6/13/2014	Governor's Office of Highway	TATLOCK 714	6/9/2014	Law Enforcement Conference Registration	50.00
94816	6/13/2014	GRIJALVA, MARIO	REIM BOOTS	6/2/2014	Reimbursement for uniform pants	186.92
94816	6/13/2014	GRIJALVA, MARIO	REIM BOOTS	6/2/2014	Reimbursement for work boots	175.00
94817	6/13/2014	HACH COMPANY	8848690	5/23/2014	Lab Supplies: Both plants; TNT836, TNT831 & 25300	522.76
94817	6/13/2014	HACH COMPANY	8848690	5/23/2014	Lab Supplies: Both plants; TNT836, TNT831 & 25300	261.37
94818	6/13/2014	HARTFORD INSURANCE COMPANY	9.90148E+13	6/1/2014	Flood Insurance-Town Hall	1,463.00
94819	6/13/2014	HERNANDEZ, MARIA	617-19/14	6/4/2014	Per Diem for Clerks Academy 2014	199.45
94820	6/13/2014	International Asscoiation Law	3-APPS MEMBERS	5/30/2014	(3) Membership dues for Intl Association of Law Enforcement Planners	285.00
94821	6/13/2014	L. N. CURTIS and SONS	5032616-00	5/12/2014	Hydrant adaptor	47.60
94822	6/13/2014	Legend Technical Svcs., Inc.	1407849	5/31/2014	Analytical Testing - May 2014 Water	1,728.00
94822	6/13/2014	Legend Technical Svcs., Inc.	1407867	5/31/2014	Analytical Testing - May 2014 NWWTP	1,038.00
94822	6/13/2014	Legend Technical Svcs., Inc.	1407868	5/31/2014	Analytical Testing - May 2014 SWWTP	2,698.80
94823	6/13/2014	Lincoln Equipment, Inc.	SI1238986	5/23/2014	Pool supplies	387.66
94824	6/13/2014	Manatee Tire & Auto Inc., dba	136855	5/27/2014	Tires for Parks & Recs Dept. NTE \$ 2000.00	1,961.44
94825	6/13/2014	Mark, Navarre	REIM WKBOOT	6/1/2014	Reimbursement work boots	68.56
94826	6/13/2014	MENDIVIL, ERASMO JR.	REIM 4CKS	6/1/2014	Misc. items replacing 4 previous checks	42.14
94827	6/13/2014	MIDWEST TAPE	91895207	5/28/2014	Audio Books	139.97
94828	6/13/2014	NOTARY BOND AGENCY	DEE I 6/14	6/9/2014	Notary Bond - Dee Indorf	45.00
94828	6/13/2014	NOTARY BOND AGENCY	V LOVE 6/14	6/9/2014	Basic Notary Package-Vonda Love	65.00
94829	6/13/2014	NOVUSOLUTIONS	23345	5/2/2014	Agenda software	12,150.00
94830	6/13/2014	OFFICE DEPOT INC	712379461-001	5/30/2014	Materials to be used for Training & Development	165.53
94830	6/13/2014	OFFICE DEPOT INC	712379641-001	5/30/2014	Materials to be used for Training & Development	6.48
94830	6/13/2014	OFFICE DEPOT INC	712551045-001	5/29/2014	Office supplies: CD/DVD, Labels & Inserts	25.04
94830	6/13/2014	OFFICE DEPOT INC	715504725-001	6/4/2014	Office supplies; Paper, pens, etc.	105.78
94831	6/13/2014	PETTY CASH - POLICE DEPT	1/3/2014	6/4/2014	Paint-NAPA	5.10
94831	6/13/2014	PETTY CASH - POLICE DEPT	1/3/2014	6/4/2014	Primer Paint	13.54
94831	6/13/2014	PETTY CASH - POLICE DEPT	1/3/2014	6/4/2014	U.S. Postage	7.40

94831	6/13/2014	PETTY CASH - POLICE DEPT	1/3/2014	6/4/2014	U.S. Postage	8.32
94831	6/13/2014	PETTY CASH - POLICE DEPT	1/3/2014	6/4/2014	HD Staple	10.83
94832	6/13/2014	PINAL COUNTY ELECTION DEPT.	1	6/2/2014	Election costs	7,602.16
94833	6/13/2014	PRENDERGAST TOWING	14052908	5/29/2014	Impound vehicle case# F14052908	150.00
94834	6/13/2014	Pro-Tec Environmental, Inc.	14050801	5/8/2014	Clean Post EQ Basin at SWWTP	2,295.00
94835	6/13/2014	Void				
94836	6/13/2014	QUALITY INN	CONF# 340297406	5/19/2014	Lodging Vice-Mayor Smith CAG Meeting 6/20/14	113.72
94837	6/13/2014	RESERVE ACCOUNT	2014-CCR	6/12/2014	Postage for 2014 CCR's to all Residents (55 @ 1.15 & 2,630 @ .49)	1,351.95
94838	6/13/2014	Ricoh USA, Inc.	5030852570	5/22/2014	Base charge 05/30/2014-6/29/2014	95.30
94839	6/13/2014	SAN CARLOS IRRIGATION	58	6/12/2014	Territory Square M&S Water	7,200.00
94840	6/13/2014	SHI International Corp	B02095511	6/2/2014	(2) Adobe Acrobat XI Pro plus license	563.38
94841	6/13/2014	SIMS MURRAY, LTD	11705	4/30/2014	JU ASSET TRANSFER FEES	6,569.30
94842	6/13/2014	Skaggs Companies, Inc.	2289614RI	5/23/2014	Key Chains-Appreciation Week Training Incentives	63.19
94842	6/13/2014	Skaggs Companies, Inc.	2292620RI	5/29/2014	FPD Knives for Officers- Appreciation Week	718.53
94843	6/13/2014	SmartDraw	968950	5/30/2014	Smart Draw Business Edition	296.88
94844	6/13/2014	SMITH, THOMAS L	620/14	6/6/2014	Per diem for CAG Meeting 6/20/14	144.56
94845	6/13/2014	Southwest Sweeper Sales	CT12964	6/1/2014	Two conveyor belts, two belt connectors / nuts & bolts for ST -26	1,738.26
94846	6/13/2014	THE WATER SHED	3931	3/24/2014	Drinking Water for after school program	39.44
94846	6/13/2014	THE WATER SHED	4009	3/31/2014	Recreation/Fitness Center Water	15.91
94846	6/13/2014	THE WATER SHED	4055	4/7/2014	Water & Ice	13.16
94846	6/13/2014	THE WATER SHED	4093	4/15/2014	Water & Ice	12.00
94846	6/13/2014	THE WATER SHED	4407	5/12/2014	Water & Ice	10.70
94846	6/13/2014	THE WATER SHED	4453	5/19/2014	Water & Ice	26.33
94846	6/13/2014	THE WATER SHED	4457	5/19/2014	Water & Ice	26.32
94846	6/13/2014	THE WATER SHED	4498	5/27/2014	Water & Ice	36.20
94846	6/13/2014	THE WATER SHED	4756	5/27/2014	Water & Ice	13.16
94846	6/13/2014	THE WATER SHED	4757	5/27/2014	Water & Ice	19.75
94846	6/13/2014	THE WATER SHED	4801	6/2/2014	Water & Ice for Utility Department	21.80
94846	6/13/2014	THE WATER SHED	4801	6/2/2014	Water & Ice for Utility department	21.81
94846	6/13/2014	THE WATER SHED	4825	6/2/2014	Water and Ice for PD	37.99
94847	6/13/2014	Thunderbird Cylinder, Inc.	31434	5/21/2014	Hydro test of 40 cylinders	1,556.37
94848	6/13/2014	TMC LANDSCAPE & NURSERY LLC	201405035	5/7/2014	Main Street Park - Landscaping Improvements	23,957.92

94849	6/13/2014	TRACE ANALYTICS, LLC	14-5007	4/27/2014	SAMLING MEDIA AND SHIPPING	10.00
94850	6/13/2014	TRAFFIC SAFETY STORE	73653	5/28/2014	(15) Traffic Vests	601.80
94851	6/13/2014	U. S. Post Master	PRE-PY 6/14	6/12/2014	Utility Billings Advanced Infosystems Mailers	5,000.00
94852	6/13/2014	UNITED EXTERMINATING	175355	6/2/2014	Exterminating fees-PW	25.00
94852	6/13/2014	UNITED EXTERMINATING	176016	6/2/2014	Exterminating fees	25.00
94852	6/13/2014	UNITED EXTERMINATING	176193	6/2/2014	Exterminating fees	35.00
94852	6/13/2014	UNITED EXTERMINATING	176194	6/2/2014	Exterminating fees	35.00
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	261.00
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	279.04
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	17.93
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	53.45
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	63.45
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	20.07
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	71.70
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	437.68
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	643.61
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	400.51
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	143.97
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	72.36
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	17.93
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	151.99
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	583.79
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	54.18
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	35.86
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	178.26
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	178.26
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	69.32
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Cell phones	53.41
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Credit	(100.00)
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	Credit	(108.69)
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	DATA CARDS	2,473.56
94853	6/13/2014	Verizon Wireless	9725628881	5/30/2014	DATA CARDS	2,473.56
94854	6/13/2014	WEX BANK	37005267	5/31/2014	Online Fee	5.00
94854	6/13/2014	WEX BANK	37005267	5/31/2014	Fuel	23,281.79
94855	6/13/2014	Wist Office Products	1229244	5/29/2014	Ledger paper	187.70
94856	6/16/2014	SOUTHWEST GAS CORPORATION	Jun-14	6/9/2014	Police Evidence Natural Gas	31.13
94856	6/16/2014	SOUTHWEST GAS CORPORATION	Jun-14	6/9/2014	REC NATURAL GAS	34.22
94856	6/16/2014	SOUTHWEST GAS CORPORATION	Jun-14	6/9/2014	SR CTR NATURAL GAS	55.00
94857	6/16/2014	SPRINGHILL SUITES DOWNTOWN	CONF#86855831	4/8/2014	Maria lodging - Clerks Academy 2014	166.16
94858	6/17/2014	WALMART COMMUNITY # 0005 7118	4493	6/2/2014	Supplies	144.68
94858	6/17/2014	WALMART COMMUNITY # 0005 7118	TR01865	6/5/2014	Misc. supplies for recreation	127.29

94858	6/17/2014	WALMART COMMUNITY # 0005 7118	TR03018	6/4/2014	Misc. supplies for recreation	202.46
94858	6/17/2014	WALMART COMMUNITY # 0005 7118	TR05012	6/5/2014	Swim Team supplies	47.73
94858	6/17/2014	WALMART COMMUNITY # 0005 7118	TR08700	6/4/2014	Swim Team supplies	39.83
94858	6/17/2014	WALMART COMMUNITY # 0005 7118	TR09542	6/10/2014	Noodles for Aquatics	85.13
94859	6/17/2014	WALMART COMMUNITY # 0005 7118	5204	5/19/2012	Coffee supplies	87.23
94859	6/17/2014	WALMART COMMUNITY # 0005 7118	9727	5/19/2012	Misc. supplies for kitchen	42.19
94859	6/17/2014	WALMART COMMUNITY # 0005 7118	TR02837	5/1/2014	Supplies	313.99
94860	6/19/2014	A & M PIZZA	RETREAT 6/20/14	6/17/2014	Staff/Board Retreat - Food/Beverage	140.76
94861	6/19/2014	Advanced Controls Corporation	14-1468	5/28/2014	Diagnostics for units 101 & 102 for Town Hall AC	409.07
94862	6/19/2014	AGAPE, INC	13756	5/29/2014	Replace/Repair Fitness Center Windows and Tint	1,231.54
94863	6/19/2014	Anthem Parkside @ Merril Ranch	501	6/4/2014	Lifeguard Training	1,500.00
94864	6/19/2014	Apache Junction Fire District	2657	6/4/2014	Maintenance on shop # 139 New Ladder	740.17
94864	6/19/2014	Apache Junction Fire District	2660	6/9/2014	Maintenance on shop # 139 New Ladder	2,246.39
94865	6/19/2014	TEMPORARY VENDOR	TR201400001 JON	6/17/2014	BOND	660.00
94866	6/19/2014	Arizona Brake & Clutch Supply	456674	5/27/2014	Left front brake slack adjuster for ST-23 Patch truck	90.30
94867	6/19/2014	ARIZONA GLOVE & SAFETY	7336980	6/5/2014	One case of dust face masks for Shop	83.30
94868	6/19/2014	Arizona Public Service Company	454526287 614	6/5/2014	SLID #1	1,429.42
94868	6/19/2014	Arizona Public Service Company	521526288 614	6/5/2014	SLID #2	2,173.36
94868	6/19/2014	Arizona Public Service Company	915626281 614	6/5/2014	SLID #3	586.45
94869	6/19/2014	ARIZONA STATE PRISON- FLORENCE	051414F115	5/5/2014	INMATE LABOR /MCFARLAND PARK	11.25
94869	6/19/2014	ARIZONA STATE PRISON- FLORENCE	051414F115	5/5/2014	INMATE LABOR	22.50
94869	6/19/2014	ARIZONA STATE PRISON- FLORENCE	052914F117	6/2/2014	INMATE LABOR	22.50
94869	6/19/2014	ARIZONA STATE PRISON- FLORENCE	052914F-117	6/2/2014	INMATE LABOR / CEMETERY	71.25
94870	6/19/2014	AZ ICE	1005	4/15/2014	Summer field trip- Ice Skating	133.00

94871	6/19/2014	BAKER & TAYLOR BOOKS	4010890275	5/27/2014	Audio Books	57.70
94871	6/19/2014	BAKER & TAYLOR BOOKS	4010890276	5/27/2014	Non-Fiction	1,160.44
94871	6/19/2014	BAKER & TAYLOR BOOKS	M43796100	5/30/2014	DVD's	22.45
94871	6/19/2014	BAKER & TAYLOR BOOKS	T05180510	5/27/2014	CD'S	19.96
94871	6/19/2014	BAKER & TAYLOR BOOKS	T05180511	5/27/2014	DVD's	35.59
94871	6/19/2014	BAKER & TAYLOR BOOKS	T05180512	5/27/2014	DVD's	44.98
94872	6/19/2014	BAXTER DESIGN GROUP LLC	360	8/13/2013	Construction Observation and Survey of 1st Street of Utilities and Roadway	3,300.00
94873	6/19/2014	BEBRIS, ROSEMARY	62614-70114	4/21/2014	Per Diem	294.00
94873	6/19/2014	BEBRIS, ROSEMARY	62614-70114	4/21/2014	Airport Shuttle Fare	18.00
94873	6/19/2014	BEBRIS, ROSEMARY	REF ALA CONF 201	6/13/2014	Reimbursement for ALA Conference Registration	514.00
94873	6/19/2014	BEBRIS, ROSEMARY	REF ALA CONF 201	6/13/2014	Reimbursement for ALA Conference Airfare	231.00
94873	6/19/2014	BEBRIS, ROSEMARY	REF ALA CONF 201	6/13/2014	Reimbursement for ALA Conference Hotel	778.43
94874	6/19/2014	Blanchard Electric & Fleet Supply	758945B	4/16/2014	Engine Solenoid for WW-011	276.89
94875	6/19/2014	Blue Card	Dec-04	6/3/2014	Blue card training on line program	346.50
94876	6/19/2014	Brown & Associates	26718	5/30/2014	INSPECTIONS	1,280.00
94877	6/19/2014	BRUTINEL PLUMBING & ELEC., INC	116025	5/28/2014	Repairs to women's' toilet at town hall	229.85
94877	6/19/2014	BRUTINEL PLUMBING & ELEC., INC	1405013	5/22/2014	Change out mixing valve , installation of check valve at P.D.	1,058.85
94878	6/19/2014	Busby Built, LLC	2	6/12/2014	Disassemble metal building at 2705 N. Constitution Way and reassemble at new site on Hunt Hwy.	19,152.94
94879	6/19/2014	C A H R A	JUNE 1214	6/12/2014	Resource Roundup	25.00
94880	6/19/2014	Capital One Commercial	16338	6/13/2014	Restock - plates, bowls, forks, spoons, cups, sugar/creamers	324.92
94881	6/19/2014	Void				
94882	6/19/2014	CASA GRANDE NEWSPAPERS	PN PZC0214PUD	5/29/2014	PUBLICATION PZC-02-14-PUD ET AL	94.00
94883	6/19/2014	Cintas Corporation Lock 696	696716258	6/6/2014	Weekly fee for uniforms and mats for PW Dept.	35.53
94883	6/19/2014	Cintas Corporation Lock 696	696716258	6/6/2014	Weekly fee for uniforms and mats for PW Dept.	51.92
94883	6/19/2014	Cintas Corporation Lock 696	696716258	6/6/2014	Weekly fee for uniforms and mats for PW Dept.	3.98
94883	6/19/2014	Cintas Corporation Lock 696	696716258	6/6/2014	Weekly fee for uniforms and mats for PW Dept.	3.35
94883	6/19/2014	Cintas Corporation Lock 696	696716258	6/6/2014	Weekly fee for uniforms and mats for PW Dept.	0.54

94883	6/19/2014	Cintas Corporation Lock 696	696716259	6/6/2014	Weekly fee for uniforms and mats for Utility Dept.	3.23
94883	6/19/2014	Cintas Corporation Lock 696	696716259	6/6/2014	Weekly fee for uniforms and mats for Utility Dept.	15.23
94883	6/19/2014	Cintas Corporation Lock 696	696716259	6/6/2014	Weekly fee for uniforms and mats for Utility Dept.	8.24
94883	6/19/2014	Cintas Corporation Lock 696	696716259	6/6/2014	Weekly fee for uniforms and mats for Utility Dept.	8.24
94883	6/19/2014	Cintas Corporation Lock 696	696718453	6/13/2014	Weekly fee for uniforms and mats for PW Dept.	35.53
94883	6/19/2014	Cintas Corporation Lock 696	696718453	6/13/2014	Weekly fee for uniforms and mats for PW Dept.	51.92
94883	6/19/2014	Cintas Corporation Lock 696	696718453	6/13/2014	Weekly fee for uniforms and mats for PW Dept.	3.98
94883	6/19/2014	Cintas Corporation Lock 696	696718453	6/13/2014	Weekly fee for uniforms and mats for PW Dept.	3.35
94883	6/19/2014	Cintas Corporation Lock 696	696718453	6/13/2014	Weekly fee for uniforms and mats for PW Dept.	0.54
94884	6/19/2014	COSTA, WAYNE	REIM 61114	6/11/2014	Reimbursement for Uniform Shoe	166.97
94885	6/19/2014	COX COMMUNICATIONS	8502221288801 61	6/3/2014	Phone line & cable services station 2	102.17
94886	6/19/2014	DAVE BANG & ASSOCIATES, INC.	55074	6/9/2014	Trash Can Lids	349.99
94887	6/19/2014	DAVID ALEXANDER	Jun-14	6/1/2014	Pro-tem services	850.00
94888	6/19/2014	Day Auto Supply, Inc	617812	5/21/2014	One gallon of antifreeze for SA-2	13.58
94888	6/19/2014	Day Auto Supply, Inc	617867	5/21/2014	AC air compressor, and flush solvent for G103DL PD Volunteer	324.46
94888	6/19/2014	Day Auto Supply, Inc	617911	5/21/2014	AC condenser for G103DL Police Dept. Volunteer	114.02
94888	6/19/2014	Day Auto Supply, Inc	617940	5/22/2014	Head light bulb for G870GE PD Patrol	9.57
94888	6/19/2014	Day Auto Supply, Inc	617988	5/22/2014	Fan belt idler pulley for WW-003	7.04
94888	6/19/2014	Day Auto Supply, Inc	617988	5/22/2014	Fan belt idler pulley for WW-003	7.02
94888	6/19/2014	Day Auto Supply, Inc	617988	5/22/2014	Fan belt idler pulley for WW-003	7.02
94888	6/19/2014	Day Auto Supply, Inc	617990	5/22/2014	Flush solvent for G103DL PD Volunteer	13.29
94888	6/19/2014	Day Auto Supply, Inc	618011	5/22/2014	AC low side pressure sensor for WW-003	5.01
94888	6/19/2014	Day Auto Supply, Inc	618011	5/22/2014	AC low side pressure sensor for WW-003	4.99
94888	6/19/2014	Day Auto Supply, Inc	618011	5/22/2014	AC low side pressure sensor for WW-003	4.99
94888	6/19/2014	Day Auto Supply, Inc	618261	5/27/2014	Antifreeze for G103DL PD Volunteer	27.15
94888	6/19/2014	Day Auto Supply, Inc	618387	5/28/2014	Two battery test wire clips for WW-005	5.09
94888	6/19/2014	Day Auto Supply, Inc	618471	5/29/2014	AC cabin air filter for ST-3	17.69
94888	6/19/2014	Day Auto Supply, Inc	618476	5/29/2014	Motor oil for WW-26	8.68
94888	6/19/2014	Day Auto Supply, Inc	618476	5/29/2014	Motor oil for WW-26	8.67

94888	6/19/2014	Day Auto Supply, Inc	618476	5/29/2014	Motor oil for WW-26	8.67
94888	6/19/2014	Day Auto Supply, Inc	618476	5/29/2014	Air & oil filter for WW-26	7.28
94888	6/19/2014	Day Auto Supply, Inc	618476	5/29/2014	Air & oil filter for WW-26	7.28
94888	6/19/2014	Day Auto Supply, Inc	618476	5/29/2014	Air & oil filter for WW-26	7.27
94888	6/19/2014	Day Auto Supply, Inc	618489	5/29/2014	Inside drivers side door handle for G419FF PD Admin	48.92
94888	6/19/2014	Day Auto Supply, Inc	618519	5/29/2014	AC hose assembly for G103DL PD Volunteer	216.63
94888	6/19/2014	Day Auto Supply, Inc	618649	5/30/2014	Alternator regulator for the battery charger system on SC-1	173.74
94888	6/19/2014	Day Auto Supply, Inc	618834	6/3/2014	Drive belt tensioner for G103DL PD Volunteer	36.95
94888	6/19/2014	Day Auto Supply, Inc	618955	6/4/2014	Motor oil for G921GL PD Patrol	41.77
94888	6/19/2014	Day Auto Supply, Inc	618955	6/4/2014	Air & oil filter for 921GL PD Patrol	16.70
94888	6/19/2014	Day Auto Supply, Inc	618999	6/4/2014	AC hose assembly for G425FF PD Patrol	216.63
94888	6/19/2014	Day Auto Supply, Inc	619016	6/4/2014	Motor oil for G414FF PD Admin	26.02
94888	6/19/2014	Day Auto Supply, Inc	619016	6/4/2014	Air and oil filter for G414FF PD Admin	21.83
94888	6/19/2014	Day Auto Supply, Inc	619137	6/5/2014	Freon for Shop	16.14
94888	6/19/2014	Day Auto Supply, Inc	619137	6/5/2014	Freon for Shop	16.12
94888	6/19/2014	Day Auto Supply, Inc	619137	6/5/2014	Freon for Shop	16.12
94888	6/19/2014	Day Auto Supply, Inc	619137	6/5/2014	Freon for Shop	16.12
94888	6/19/2014	Day Auto Supply, Inc	619137	6/5/2014	Freon for Shop	16.12
94888	6/19/2014	Day Auto Supply, Inc	619137	6/5/2014	Freon for Shop	16.12
94888	6/19/2014	Day Auto Supply, Inc	619160	6/5/2014	PL32WASH for SC-4	1.95
94888	6/19/2014	Day Auto Supply, Inc	619215	6/6/2014	Motor oil	30.36
94888	6/19/2014	Day Auto Supply, Inc	619215	6/6/2014	Motor oil	28.19
94888	6/19/2014	Day Auto Supply, Inc	619230	6/6/2014	Credit-619215	(5.20)
94888	6/19/2014	Day Auto Supply, Inc	619391	6/9/2014	Battery for G848GE PD Patrol	236.51
94889	6/19/2014	Degan Construction LLC	1300	2/11/2014	CIP U-69 Well #4 to Well #5 Water Transmission Line Ext. Install 16 PVC Sleeve at Ruggles & Main St"	5,293.00
94890	6/19/2014	DELL MARKETING L.P.	XJC464J74	2/11/2014	Computers for PW Staff (L.G. & P.M.)	207.00
94890	6/19/2014	DELL MARKETING L.P.	XJC464J74	2/11/2014	Computers for PW Staff (L.G. & P.M.)	483.90
94890	6/19/2014	DELL MARKETING L.P.	XJCP21N4	2/12/2014	Computers for PW Staff (L.G. & P.M.)	690.90
94891	6/19/2014	DEMCO, Inc.	5315595	6/4/2014	Supplies	113.70
94892	6/19/2014	DPC ENTERPRISES, L.P.	272000469-14	6/5/2014	10-150 lb. CL2 cylinders for NWWTP & Wells	436.80
94892	6/19/2014	DPC ENTERPRISES, L.P.	272000469-14	6/5/2014	10-150 lb. CL2 cylinders for NWWTP & Wells	436.80
94893	6/19/2014	Economists.com, LLC	060214W2200	6/2/2014	JU impact Analysis	1,560.00
94894	6/19/2014	EMPIRE SOUTHWEST	EMPS3381282	6/10/2014	Four bolts, two straps and on U-joint Spider for St-003 Cat back hoe	92.15

94895	6/19/2014	FLORENCE TRUE VALUE HARDWARE	210564	5/20/2014	Flex hose to repair toilet at Silver King	8.67
94895	6/19/2014	FLORENCE TRUE VALUE HARDWARE	210571	5/21/2014	Wire to repair Town Hall clock	2.61
94895	6/19/2014	FLORENCE TRUE VALUE HARDWARE	210789	6/3/2014	Red flapper to repair toilet at PW	5.20
94895	6/19/2014	FLORENCE TRUE VALUE HARDWARE	210802	6/3/2014	Operating Supplies for Park Maintenance- OPEN PO	15.61
94895	6/19/2014	FLORENCE TRUE VALUE HARDWARE	210826	6/4/2014	Operating Supplies for Park Maintenance- OPEN PO	37.32
94895	6/19/2014	FLORENCE TRUE VALUE HARDWARE	210882	6/9/2014	Emergency purchase: Utility line repair, leak at 90 N Willow	47.48
94895	6/19/2014	FLORENCE TRUE VALUE HARDWARE	210911	6/10/2014	Operating Supplies for Park Maintenance- OPEN PO	44.06
94896	6/19/2014	GCR Tires & Service	827-37764	6/4/2014	Four tires for G425FF FFD #1 for the Chief	699.20
94897	6/19/2014	GREENBERG TRAUIG, LLP	56872010500	5/28/2014	Professional Services-Johnson Utilities	28,015.55
94898	6/19/2014	HACH COMPANY	8857658	6/1/2014	Field Service Contract for Autocat 9000 2 on site visits- HACH 279253	1,481.00
94899	6/19/2014	HAWKER & EVANS ASPHALT	71699	6/4/2014	12 tons of CQS-LM emulsion and spreader truck/ Fl. Heights Dr.	5,579.94
94900	6/19/2014	HOME DEPOT CREDIT SERVICES	8210154	6/10/2014	Flowers for Main Street planters	249.91
94901	6/19/2014	IPMA-HR	24201535	5/30/2014	Scott Barber Membership	149.00
94902	6/19/2014	Jensen Engineering, LLC	D03011-1	6/23/2014	Radio Tower #2 Generator replacement Project design	2,700.00
94903	6/19/2014	TEMPORARY VENDOR	REFUND	6/16/2014	Refund-Child withdrawn by Staff	20.00
94904	6/19/2014	Legend Technical Svcs., Inc.	1407874	5/31/2014	Oil check for Streets	98.00
94905	6/19/2014	LEXIS NEXIS	1405490985	5/31/2014	Research - May 2014	175.00
94906	6/19/2014	Lincoln Equipment, Inc.	SI239864	5/30/2014	Pool supplies	102.75
94907	6/19/2014	MESA MATERIALS	1954259	6/2/2014	Cold mix for Street repair	2,523.96
94908	6/19/2014	MICHAEL BACA	339872	5/23/2014	Car Wash P& R 10 & 8	80.00
94908	6/19/2014	MICHAEL BACA	339872	5/23/2014	Car Wash SC 2,3,& 5	110.00
94909	6/19/2014	MIDWEST TAPE	9193883	6/5/2014	Audio Books	219.96
94910	6/19/2014	MILLER, PATRICK	REIM 60914	6/9/2014	Reimbursement for work boots	152.17
94911	6/19/2014	NATIONAL FIRE CONTROL	A-4387	4/11/2014	Fire alarm panel inspection and testing; Replace two motion detectors in court house; train staff on use of user codes and system	934.79
94912	6/19/2014	New-Tech Electric & Communication LLC	122	5/27/2014	Baseball field light	133.69
94913	6/19/2014	OFFICE DEPOT INC	702941385-001	3/28/2014	Zipper Pouch	4.25
94913	6/19/2014	OFFICE DEPOT INC	712698980-001	5/30/2014	Restock office supplies	395.15
94913	6/19/2014	OFFICE DEPOT INC	712698980-001	5/30/2014	Restock office supplies	18.18
94913	6/19/2014	OFFICE DEPOT INC	712699301-001	6/3/2014	Restock office supplies	9.74
94913	6/19/2014	OFFICE DEPOT INC	712699302-001	5/30/2014	Restock office supplies	11.90
94913	6/19/2014	OFFICE DEPOT INC	71517456-001	6/4/2014	Office supplies	16.23

94913	6/19/2014	OFFICE DEPOT INC	715504026-001	6/4/2014	OFFICE SUPPLIES	146.78
94913	6/19/2014	OFFICE DEPOT INC	715517456-001	6/4/2014	Office supplies	190.55
94914	6/19/2014	Pipeline Services	15841	5/13/2014	CIP U-35 Install 4 Hydra Stop Insta Valve Caliente"	3,800.00
94914	6/19/2014	Pipeline Services	15842	5/13/2014	CIP U-35 Install 6 Hydra Stop Insta Valve AC Van Heron St"	4,600.00
94915	6/19/2014	PRANZO ENTERPRISES, INC.	EP-1404	6/4/2014	Police Dept. - Remove/replace counter tops in lunch room and men/women's restrooms; install sink and drain piping in lunch room; install sinks in men/women's restroom; remove debris	646.21
94915	6/19/2014	PRANZO ENTERPRISES, INC.	EP-1405	6/4/2014	Provide and install one AC window unit at NWWTP	492.53
94916	6/19/2014	Safeguard Security	708398	5/29/2014	Yearly Security Monitoring fee (Maintenance)	157.19
94917	6/19/2014	Safelite Fulfillment, Inc.	05725-032028	6/5/2014	Windshield replacement for G425FF FFD	234.72
94918	6/19/2014	SHAWS INTERIORS	19477	6/13/2014	Replace split vinyl flooring in restroom of Brunenkant Bldg.	803.03
94918	6/19/2014	SHAWS INTERIORS	19478	6/13/2014	Replace carpet on 1st floor and stairs of Brunenkant Bldg.	3,100.00
94919	6/19/2014	SIMS MURRAY, LTD	11753	5/31/2014	JU ASSET TRANSFER FEES	737.50
94920	6/19/2014	SMART & FINAL STORES CORP	OP 8124311	6/4/2014	Supplies	282.04
94921	6/19/2014	SOUTHWESTERN BUSINESS FORMS	19663	6/9/2014	HR Business Envelopes	116.96
94922	6/19/2014	STOTZ EQUIPMENT	P28604	5/2/2014	Fuel filter and air filter for generator at Florence Fire #1	75.30
94922	6/19/2014	STOTZ EQUIPMENT	P29413	5/28/2014	Turn signal and light switch for ST-6 John Deere tractor	41.56
94922	6/19/2014	STOTZ EQUIPMENT	P29497	5/30/2014	Turn signal switch for John Deere tractor ST-6	77.69
94923	6/19/2014	Streakwave Wireless Inc.	424808	5/27/2014	Port - Temp Sensor Module	584.00
94923	6/19/2014	Streakwave Wireless Inc.	424808	5/27/2014	Shipping	15.72
94924	6/19/2014	Subway	SR JUN 62014	6/17/2014	Meal for seniors from donation account	56.52
94925	6/19/2014	SUNSTATE EQUIPMENT CORP	5803493-001	6/3/2014	Water truck rental NTE\$ 4500	521.98
94926	6/19/2014	SURF & SKI ENTERPRISES	144658	6/3/2014	Staff Shirts	349.81
94926	6/19/2014	SURF & SKI ENTERPRISES	144659	6/3/2014	Staff Shirts	398.70
94926	6/19/2014	SURF & SKI ENTERPRISES	144676	6/5/2014	Swim Team shirts	296.06
94927	6/19/2014	The Sign Shop	299	5/27/2014	SIGN INSTALLATION PZC-21-PUD	310.23

94928	6/19/2014	THE WATER SHED	4802	6/2/2014	Water & ice	26.88
94928	6/19/2014	THE WATER SHED	4803	6/2/2014	Water & ice	34.55
94928	6/19/2014	THE WATER SHED	4805	6/2/2014	Water & ice	19.75
94928	6/19/2014	THE WATER SHED	4827	6/2/2014	Water & ice	13.16
94928	6/19/2014	THE WATER SHED	4862	6/5/2014	Water & ice	70.76
94928	6/19/2014	THE WATER SHED	4898	6/9/2014	Water & ice	27.15
94928	6/19/2014	THE WATER SHED	4899	6/9/2014	Water & Ice for Utility department	13.58
94928	6/19/2014	THE WATER SHED	4899	6/9/2014	Water & Ice for Utility department	13.57
94928	6/19/2014	THE WATER SHED	4902	6/9/2014	Water & ice	47.45
94928	6/19/2014	THE WATER SHED	4904	6/9/2014	Water & ice	18.65
94929	6/19/2014	UNITED EXTERMINATING	164369	3/3/2014	Exterminating fees-W/WW	45.00
94929	6/19/2014	UNITED EXTERMINATING	175373	4/1/2014	Exterminating fees-W/WW	45.00
94929	6/19/2014	UNITED EXTERMINATING	175374	4/1/2014	Exterminating fees-W/WW	45.00
94929	6/19/2014	UNITED EXTERMINATING	175872	6/2/2014	Monthly Pest Control	25.00
94929	6/19/2014	UNITED EXTERMINATING	176013	6/2/2014	Exterminating fees-Silver King	25.00
94929	6/19/2014	UNITED EXTERMINATING	176014	6/2/2014	JUNE 2014 EXTERMINATING	25.00
94929	6/19/2014	UNITED EXTERMINATING	176015	6/2/2014	Exterminating fees- Town Hall	35.00
94929	6/19/2014	UNITED EXTERMINATING	176018	6/2/2014	Exterminating fee- W/WW	45.00
94930	6/19/2014	UNITED FIRE EQUIPMENT CO.	524631	5/8/2014	Suspenders Schneider	35.40
94930	6/19/2014	UNITED FIRE EQUIPMENT CO.	525602	5/21/2014	Turn outs for Sample	2,717.63
94930	6/19/2014	UNITED FIRE EQUIPMENT CO.	525777	5/22/2014	Brush pants for members	190.07
94930	6/19/2014	UNITED FIRE EQUIPMENT CO.	526206	5/29/2014	Brush pants for members	178.70
94931	6/19/2014	United Rentals	1.19742E+11	5/22/2014	Lift rental for Town Hall clock	757.89
94932	6/19/2014	WATER WORKS ENGINEERS, LLC	3067A	8/8/2013	ADEQ Regulatory Reporting Assistance	4,754.05
94933	6/19/2014	WAXIE SANITARY SUPPLY	74637560	6/6/2014	Janitorial supplies	375.81
94934	6/19/2014	WILLDAN	214413	5/30/2014	PLAN REVIEW	161.25
94935	6/19/2014	Zoho Corporation	2076156	6/5/2014	IT Helpdesk Software (Annual)	1,791.00
94936	6/23/2014	Alison, Feliz	REFUND	6/12/2014	Refund overcharged for summer movie tickets	12.00
94937	6/23/2014	TEMPORARY VENDOR	218166	6/20/2014	Water Deposit Refund	75.00
94938	6/23/2014	APD POWER CENTER, INC.	185298	6/18/2014	Engine starter and ignition key switch for ST-56 Steam cleaner	218.44
94939	6/23/2014	ARIZONA GLOVE & SAFETY	7333837	4/29/2014	Safety glasses, face safety shields and Hand cleaner	404.68
94940	6/23/2014	Arizona Office of Technology	04H864	4/30/2014	Quarterly usage & maintenance	706.14

94941	6/23/2014	Arizona Public Service Company	AR0480004002	6/16/2014	SLID #1	189.76
94941	6/23/2014	Arizona Public Service Company	AR0480004002	6/16/2014	SLID #2	49.50
94941	6/23/2014	Arizona Public Service Company	AR0480004002	6/16/2014	SLID #3	258.51
94942	6/23/2014	AZ Alpha Glass & Mirror, LLC	1077 BAL DUE	12/16/2013	Bullet proof window & ballistic panels	3,316.00
94943	6/23/2014	AZ DEPT OF REVENUE COLL SVC	PPE 0613/14	6/20/2014	LEVY	200.00
94944	6/23/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 613/14FIRE	6/20/2014	RETIREMENT CONTRIBUTIONS FIRE	15,649.51
94944	6/23/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 613/14FIRE	6/20/2014	Fire INSURANCE PREMIUM TAX	(898.76)
94944	6/23/2014	AZ PUBLIC SAFETY RETIREMENT	PPE 613/14PD	6/20/2014	RETIREMENT CONTRIBUTIONS POLICE	14,991.11
94945	6/23/2014	AZ PUBLIC SERVICE COMPANY	AR0480004001	6/16/2014	Streetlight Maintenance	2,224.84
94946	6/23/2014	BAKER & TAYLOR BOOKS	400902577	6/9/2014	Audio Books	65.90
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010895754	6/2/2014	Fiction	34.14
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010895755	6/2/2014	CHILDREN'S BOOKS	25.54
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010895756	6/2/2014	Large Print Books	353.29
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010895757	6/2/2014	Fiction	48.51
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010895758	6/2/2014	Audio Books	51.13
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010895759	6/2/2014	Non-Fiction	36.47
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010902574	6/9/2014	Audio Books	25.29
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010902575	6/9/2014	CHILDREN'S BOOKS	209.23
94946	6/23/2014	BAKER & TAYLOR BOOKS	4010902576	6/9/2014	Fiction	43.13
94946	6/23/2014	BAKER & TAYLOR BOOKS	T05502630	6/4/2014	DVD's	44.99
94946	6/23/2014	BAKER & TAYLOR BOOKS	T05502631	6/4/2014	DVD's	48.74
94946	6/23/2014	BAKER & TAYLOR BOOKS	T05571420	6/6/2014	DVD's	44.98
94947	6/23/2014	CARROLL, MICHAEL	REFUND60714	6/7/2014	Reimbursement for work boots	129.65
94948	6/23/2014	CASA GRANDE NEWSPAPERS	88255901	5/2/2014	Ads for Election and Graduation	51.00
94948	6/23/2014	CASA GRANDE NEWSPAPERS	88255902	5/9/2014	Ads for Election and Graduation	51.00
94948	6/23/2014	CASA GRANDE NEWSPAPERS	88572301	5/31/2014	Ads for Election and Graduation	22.95
94949	6/23/2014	CENTURYLINK	0238 0118 JN14	6/1/2014	Trunk line 0118	678.99
94949	6/23/2014	CENTURYLINK	0238 0118 JN14	6/1/2014	911-Locator 0238	78.71
94950	6/23/2014	TEMPORARY VENDOR	3525 HYD	6/20/2014	Hydrant Deposit Refund	419.11

94951	6/23/2014	Curtis, Lanning	REF CDL 414	4/23/2014	Reimbursement for CDL License /Curtis Lanning (Military leave)	30.00
94952	6/23/2014	Day Auto Supply, Inc	619420	6/9/2014	Distributor cap, rotor, sparkplug, sparkplug wire set for ST-37	150.33
94952	6/23/2014	Day Auto Supply, Inc	619421	6/9/2014	Fuel filter for ST-51	14.26
94952	6/23/2014	Day Auto Supply, Inc	619427	6/9/2014	Oxygen sensor for ST-37	44.65
94952	6/23/2014	Day Auto Supply, Inc	619428	6/9/2014	Radiator fan assembly for G029ET PD Patrol	151.38
94952	6/23/2014	Day Auto Supply, Inc	619432	6/9/2014	Credit	(7.04)
94952	6/23/2014	Day Auto Supply, Inc	619477	6/10/2014	Wiring kit for G017FM	60.76
94952	6/23/2014	Day Auto Supply, Inc	619517	6/10/2014	Motor oil for G236DY PD Patrol	26.02
94952	6/23/2014	Day Auto Supply, Inc	619517	6/10/2014	Air and oil filter for G236DY PD Patrol	21.00
94952	6/23/2014	Day Auto Supply, Inc	619526	6/10/2014	PL32WASH for G236DY PD Patrol	1.95
94952	6/23/2014	Day Auto Supply, Inc	619545	6/10/2014	Battery for South Sewer Plant Generator	193.44
94952	6/23/2014	Day Auto Supply, Inc	619549	6/10/2014	Battery for G096FR PD Patrol	129.04
94952	6/23/2014	Day Auto Supply, Inc	619731	6/12/2014	Motor oil for G096FR PD Patrol	30.36
94952	6/23/2014	Day Auto Supply, Inc	619731	6/12/2014	Air and oil filter for G096FR PD Patrol	20.58
94952	6/23/2014	Day Auto Supply, Inc	619975	6/16/2014	Battery for G235DY PD Patrol	112.73
94952	6/23/2014	Day Auto Supply, Inc	620429	6/20/2014	Coolant Recovery System	2,499.01
94953	6/23/2014	TEMPORARY VENDOR	10710001	6/20/2014	Water Deposit Refund	150.00
94954	6/23/2014	Degan Construction LLC	5185	7/26/2013	Install and compact 12 ABC (SF) (T-28)"	3,750.00
94955	6/23/2014	DELL MARKETING L.P.	XF6326N7	6/11/2014	(1) Dell Computer	675.23
94956	6/23/2014	DICKINSON WRIGHT PLLC	929851	6/6/2014	Johnson Utilities	2,295.00
94957	6/23/2014	DSE Contracting, Inc.	12658	6/4/2014	Removal of site concrete, footings, masonry screen walls/footings, etc. at Temp. Fire Station at 2705 N. Constitution Way	11,765.60
94958	6/23/2014	TEMPORARY VENDOR	204657	6/20/2014	Water Deposit Refund	150.00
94959	6/23/2014	East Valley Office Supply, Inc	1042538	6/12/2014	Supplies	361.24
94960	6/23/2014	ERGON ASPHALT & EMULSIONS INC	9401174565	6/11/2014	Tack Oil	82.44
94961	6/23/2014	Farnsworth Wholesale Company	S2342648001	6/11/2014	CIP U-30 Misc. parts for Hydrant project	843.65
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210370	5/9/2014	Emergency parts: Water Leak 3927 Indiana	9.98
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210412	5/13/2014	Emergency parts repair upper clarifier at NWWTP	219.70
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210415	5/13/2014	Emergency purchase of parts for repair of upper clarifier at NWWTP	13.02

94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210448	5/14/2014	Parts: SWWTP Belt press Water supply Line Repair	18.32
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210462	5/15/2014	Emergency repair Die Grinder at SWWTP	8.67
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210464	5/15/2014	Misc. Small tools for SWWTP	1,590.60
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210464	5/15/2014	Safety Equipment: Step Ladders	239.19
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210465	5/15/2014	Misc. Small Tools for NWWTP	1,249.41
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210466	5/15/2014	Small Tools: Water Dept., Dewalt Electric Angle Grinder	73.91
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210484	5/15/2014	Emergency: parts to repair upper clarifier NWWTP	16.99
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210816	6/4/2014	Operating Supplies for Park Maintenance	26.87
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210954	6/12/2014	Flex hose for toilet repair at Jacques Square	5.21
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210955	6/12/2014	Parts for window screen repair at Senior Center	9.76
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210957	6/12/2014	Flex hose and gasket for toilet repair at Brunenkant building	13.88
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210967	6/12/2014	Operating Supplies for Park Maintenance	119.98
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210968	6/12/2014	Operating Supplies for Park Maintenance	39.02
94962	6/23/2014	FLORENCE TRUE VALUE HARDWARE	210974	6/12/2014	Credit 2gal flag	(6.39)
94963	6/23/2014	Glenn Jones Body Shop	74510	4/17/2014	Mechanical work required when discovered as body work repairs were in the process of being made	1,846.24
94963	6/23/2014	Glenn Jones Body Shop	75119	5/12/2014	Repairs to Villareal vehicle. Incident report filed; claim to be handled internally	2,279.03
94964	6/23/2014	HIRE RIGHT SOLUTIONS Inc.	P0355377	5/31/2014	DOT Drug Test	30.15
94965	6/23/2014	HOME DEPOT CREDIT SERVICES	974453	5/29/2014	Mini Refrigerator for NWWTP	194.57
94965	6/23/2014	HOME DEPOT CREDIT SERVICES	202947932	5/7/2014	Safety Equipment/First Aid: O'Keeffe's Hand cream for workers.	91.05
94965	6/23/2014	HOME DEPOT CREDIT SERVICES	7011158	6/11/2014	Wall repair at Fitness Center	17.81
94965	6/23/2014	HOME DEPOT CREDIT SERVICES	7020710	6/11/2014	Screen repair at Senior Center	31.69
94966	6/23/2014	inContact, Inc.	124633685	6/10/2014	Telephone	404.65
94967	6/23/2014	INTELLIPAY	976	5/31/2014	Monthly Gateway Fees	170.90
94968	6/23/2014	Lincoln Equipment, Inc.	SI239841	5/29/2014	Pool supplies	357.02
94969	6/23/2014	TEMPORARY VENDOR	REFUND SWIM	6/16/2014	Refund for swimming lessons	30.00
94970	6/23/2014	MENDIVIL, ERASMO JR.	REIM 61714	6/17/2014	Reimburse supplies for men's baseball	30.09

94971	6/23/2014	Michael Angel Berlanga	5/1-5/29/14	5/29/2014	Karate Instructor	350.00
94972	6/23/2014	MIDWEST TAPE	91935703	6/12/2014	Audio Books	89.98
94973	6/23/2014	Miguel, Valenzuela	REIM 61014	6/17/2014	Reimbursement for work boots	153.57
94974	6/23/2014	TEMPORARY VENDOR	REF OP PROGRAM	6/16/2014	Refund overpayment on program fees	20.00
94975	6/23/2014	NATIONAL NOTARY ASSOCIATION	2014 LCARTER	6/12/2014	Notary package	171.00
94976	6/23/2014	Nationwide Retirement Solution	PPE 0613/14	6/20/2014	Nationwide - Deferred Compensation	5,968.24
94977	6/23/2014	OFFICE DEPOT INC	712662027-001	6/2/2014	Envelopes for Payroll and other supplies	167.00
94977	6/23/2014	OFFICE DEPOT INC	715467930-001	6/6/2014	Office Supplies: Utility Department Envelopes-printed return address.	221.47
94977	6/23/2014	OFFICE DEPOT INC	716710915-001	6/11/2014	Training and Development Supplies	74.47
94977	6/23/2014	OFFICE DEPOT INC	716710915-001	6/11/2014	Operating Supplies for Officers	627.26
94978	6/23/2014	PINAL CO PUBLIC HEALTH	006-14	5/1/2014	Hep B #3 Injection for Cynthia Clark	35.00
94978	6/23/2014	PINAL CO PUBLIC HEALTH	14-Jun	6/9/2014	Hep B #2 Injection for Nicholas Bagnall	17.50
94978	6/23/2014	PINAL CO PUBLIC HEALTH	14-Jun	6/9/2014	Hep B #2 Injection for Nicholas Bagnall	17.50
94979	6/23/2014	PINAL NUTRITION PROGRAM	May-14	5/31/2014	Meals for May	1,057.69
94980	6/23/2014	Pipeline Services	15887	6/11/2014	CIP U-35 Install 6 Hydra Stop Insta Valve AC Park St by school"	4,510.00
94981	6/23/2014	Pitney Bowes Inc	6920623-JN14	6/13/2014	Postage machine lease	426.39
94981	6/23/2014	Pitney Bowes Inc	697868	6/2/2014	Postage machine supplies	288.61
94982	6/23/2014	Police Bike Store	112155	6/11/2014	Safety Supplies for Police Bikes	535.00
94983	6/23/2014	POSITIVE PROMOTIONS	5006968	5/13/2014	Portfolios for PD	644.99
94983	6/23/2014	POSITIVE PROMOTIONS	48276180	5/29/2014	Crime Prevention Materials	545.00
94983	6/23/2014	POSITIVE PROMOTIONS	48276180	5/29/2014	Crime Prevention Materials	91.45
94983	6/23/2014	POSITIVE PROMOTIONS	48348710	6/12/2014	Crime Prevention Materials	316.80
94983	6/23/2014	POSITIVE PROMOTIONS	48348710	6/12/2014	Crime Prevention Materials	283.20
94984	6/23/2014	Proforce Law Enforcement	204442	5/7/2014	(1) UTM 9mm red, (1) UTM 5.56MM ble, (5) UTM G1k 17/22/31, (1) UTM AR-15 belt, (1) UTM vest	697.07
94984	6/23/2014	Proforce Law Enforcement	205879	5/23/2014	(1) UTM 9mm red, (1) UTM 5.56MM ble, (5) UTM G1k 17/22/31, (1) UTM AR-15 belt, (1) UTM vest	3,453.11
94984	6/23/2014	Proforce Law Enforcement	206922	6/6/2014	(1) UTM 9mm red, (1) UTM 5.56MM ble, (5) UTM G1k 17/22/31, (1) UTM AR-15 belt, (1) UTM vest	606.20
94985	6/23/2014	Progressive Hardscapes LLC	15581	4/28/2014	Retainage	17,054.17
94986	6/23/2014	Pro-Tec Environmental, Inc.	140601	6/6/2014	Clean Post EQ Basin @ SWWTP-NTE \$2500	2,385.00

94987	6/23/2014	RBA Architecture	1400801A	5/5/2014	Pre-Design As-Builts for PW/Utility Building	2,500.00
94988	6/23/2014	RIGHT AWAY DISPOSAL	748552	6/1/2014	RAD SANIATION CONTRACT Residential	31,651.92
94988	6/23/2014	RIGHT AWAY DISPOSAL	750283	6/1/2014	Credit Residential May/June 2014	(665.46)
94989	6/23/2014	SOUTHWEST GAS CORPORATION	14-Jun	6/17/2014	GAS	110.94
94990	6/23/2014	Southwest Ground-Water Consult, Inc	B2068-3	6/10/2014	CIP U-23 New water well-N. Florence. Misc. professional services.	3,320.00
94991	6/23/2014	SOUTHWESTERN BUSINESS FORMS	19237	5/30/2014	Blank Payroll Checks	177.87
94992	6/23/2014	Void				
94993	6/23/2014	Staples Business Advantage	8030082746	5/31/2014	Furniture - PD offices in Anthem Station	6,072.27
94994	6/23/2014	Stratum Laser Tap	6132014	6/13/2014	Summer Field Trips 2014	322.82
94995	6/23/2014	SYMBOLARTS, LLC	0214237-IN	6/6/2014	Challenge Coins	1,155.00
94996	6/23/2014	TEMPE DODGE KIA	427590	6/10/2014	Diagnostics for ac unit in G032ET PD Patrol	566.75
94997	6/23/2014	The Lifeguard Store &	INV216728	6/16/2014	Resistance bells for fitness/aquatics	147.50
94998	6/23/2014	THE WATER SHED	4404	5/12/2014	Ice for Senior Center	4.94
94998	6/23/2014	THE WATER SHED	4456	5/19/2014	Ice	4.94
94998	6/23/2014	THE WATER SHED	4753	5/27/2014	Ice	4.94
94998	6/23/2014	THE WATER SHED	4800	6/2/2014	Ice	4.94
94998	6/23/2014	THE WATER SHED	4895	6/9/2014	Water & ice	19.75
94998	6/23/2014	THE WATER SHED	4905	6/9/2014	Water & ice	19.75
94998	6/23/2014	THE WATER SHED	4953	6/16/2014	Water & ice	47.72
94998	6/23/2014	THE WATER SHED	4958	6/16/2014	Water & ice	14.54
94999	6/23/2014	United States Treasury	PPE 06/13/14	6/20/2014	Levy	75.00
95000	6/23/2014	UNITED WAY OF PINAL COUNTY	PPE 06/13/14	6/20/2014	EMPLOYEES CONTRIBUTIONS	7.00
95001	6/23/2014	UNIVERSAL POLICE SUPPLY INC	16505	6/18/2014	Vest halo/black carrier w/tails	816.19
95001	6/23/2014	UNIVERSAL POLICE SUPPLY INC	16506	6/18/2014	Bulletproof vest for Officer Lisa Gaston	830.94
95002	6/23/2014	USA Funds	PPE 06/13/14	6/20/2014	Levy	296.37
95003	6/23/2014	USABlueBook - ACCT 703717	366269	6/9/2014	SWWTP: Belt Press	359.14
95004	6/23/2014	West Coast Arborists, Inc.	97293	6/17/2014	Tamarisk tree pruning services	1,500.00
95005	6/23/2014	WILLDAN	512151	5/13/2014	Professional Services 4/1/13-4/26/13 Florence/Diversion Dam Rd Imp (T-17)	7,176.57
95005	6/23/2014	WILLDAN	512401	10/4/2013	Professional Services 8/26/13-9/27/13 Florence/Diversion Dam Rd Imp (T-17)	14,353.15
95005	6/23/2014	WILLDAN	512669	3/6/2014	Professional Services 1/27/14-2/21/14 Florence/Diversion Dam Rd Imp (T-17)	4,664.88
95006	6/25/2014	CASA GRANDE NEWSPAPERS	PN RATE INCREASE	6/12/2014	Public notice rate increase	44.07


95006	6/25/2014	CASA GRANDE NEWSPAPERS	PN RATE INCREASE	6/12/2014	Public notice rate increase	44.06
95007	6/25/2014	CITY OF COOLIDGE	1034	6/19/2014	Cart services per IGA	23,558.00
95008	6/25/2014	Independent Events	FAZ0001	6/25/2014	Sound system for July 4th	1,300.00
95008	6/25/2014	Independent Events	FAZ0002	6/25/2014	Sound system for July 4th	310.00
95009	6/25/2014	Titan Machinery Inc.	3861948	6/9/2014	Credit bracket	(75.05)
95009	6/25/2014	Titan Machinery Inc.	3995162	6/16/2014	Fuel sending problem and gasket for ST-18 Case front loader	208.44
95010	6/25/2014	Tri-City Express Care, PLLC	1216164	4/16/2014	DOT physical for CDL medical renewal / Curtis Lanning	50.00
95010	6/25/2014	Tri-City Express Care, PLLC	1217896	4/17/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1217897	4/17/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1217898	4/17/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1217899	4/17/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1217902	4/17/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1219872	4/18/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1219966	4/18/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1219981	4/18/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1220488	4/19/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1220522	4/19/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1220542	4/19/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	1317032	5/7/2014	DOT physical for CDL renewal	50.00
95010	6/25/2014	Tri-City Express Care, PLLC	34390	2/27/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	34804	4/22/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	34805	4/22/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	34806	4/21/2014	Pre-placement drug testing	25.00
95010	6/25/2014	Tri-City Express Care, PLLC	34807	4/21/2014	Pre-placement drug testing	25.00
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	24311	5/12/2014	Credit Memo for Jabara	(12.18)
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	24364	5/22/2014	Credit Memo for Stapley	(35.15)
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	252735	5/22/2014	Uniform Allowance Sample	358.15
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	325773	5/22/2014	Uniform Allowance Kells	68.53

95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	520243	3/6/2014	Uniform Allowance Kells	68.53
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524094	5/1/2014	Uniform Allowance Bowsher	215.22
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524204	5/2/2014	Uniform Allowance Urena	42.35
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524205	5/2/2014	Uniform Allowance Urena	18.36
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524629	5/8/2014	Uniform Allowance Eggers	135.65
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524630	5/8/2014	Uniform Allowance Eggers	21.61
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524673	5/8/2014	Uniform Allowance Kells	36.71
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524674	5/8/2014	Uniform Allowance Kells	85.43
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524676	5/8/2014	Uniform Allowance Kells	30.22
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524677	5/8/2014	Uniform Allowance Kells	46.73
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524679	5/8/2014	Uniform Allowance Bruin	130.45
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524682	5/8/2014	Uniform Allowance Adamczyk	274.43
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524806	5/12/2014	Uniform Allowance Jabara	397.51
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	524993	5/14/2014	Uniform Allowance Eggers	42.14
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525244	5/16/2014	Uniform Allowance Eggers	109.27
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525432	5/19/2014	Uniform Allowance Johnston	22.59
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525704	5/22/2014	Uniform Allowance Robison	76.73
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525733	5/22/2014	Uniform Allowance Scherm	25.95
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525734	5/22/2014	Uniform Allowance Regan	200.00
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525737	5/22/2014	Credit Memo for Stapley	35.15
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525738	5/22/2014	Uniform Allowance Usher	38.93
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525765	5/22/2014	Uniform Allowance Murtha	22.59
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525768	5/22/2014	Uniform Allowance Moser	61.24
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525769	5/22/2014	Uniform Allowance Mahoney	55.56
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525770	5/22/2014	Uniform Allowance Moser	135.64
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525771	5/22/2014	Uniform Allowance Kemp	7.81
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525774	5/22/2014	Uniform Allowance Kartchner	74.12

95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525775	5/22/2014	Uniform Allowance Kells	83.45
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525776	5/22/2014	Uniform Allowance Kells	37.85
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525778	5/22/2014	Uniform Allowance Adamczyk	181.25
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525779	5/22/2014	Uniform Allowance Adamczyk	25.33
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525780	5/22/2014	Uniform Allowance Bruin	36.71
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525781	5/22/2014	Uniform Allowance Schneider	40.00
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525796	5/22/2014	Uniform Allowance Anderson	301.55
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525798	5/22/2014	Uniform Allowance Harrison	185.38
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	525817	5/22/2014	Uniform Allowance Urena	64.51
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	526100	5/28/2014	Uniform Allowance Radney	42.88
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	526101	5/28/2014	Uniform Allowance Feliz	60.50
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	526226	5/30/2014	Screen set up sample	35.00
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	526328	5/28/2014	Uniform Allowance Walter	191.08
95011	6/25/2014	UNITED FIRE EQUIPMENT CO.	526338	5/22/2014	Uniform Allowance Stapley	25.94
95012	6/25/2014	Void				
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3442	1/23/2013	#3694 Task 1.5 Water Modeling	23,309.00
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3442	1/23/2013	#3694 Task 1.6 Water Modeling Additional funds	925.00
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3483	1/31/2014	#3694 Task 1.6 Water Modeling Additional funds	1,399.00
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3614	3/31/2014	#3694 Task 1.6 Water Modeling Additional funds	292.00
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance	655.37
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance	327.69
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance	327.69
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 1.2- Regulatory Support	2,187.40
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 1.2- Regulatory Support	1,093.70
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 1.2- Regulatory Support	1,093.70
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 1.4 - Minor Design & Troubleshooting	808.00

95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 2.1 CIP U-83 SWWTP Chlorine System/EPS	876.00
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 2.2 CIP U-51 SWWTP Admin Building	2,376.00
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 4.1 CIP U-26 North Reservoir Upgrades Design	2,833.00
95013	6/25/2014	WATER WORKS ENGINEERS, LLC	3694	4/30/2014	#3694 Task 1.6 Water Modeling Additional funds	4,381.00
95014	6/25/2014	SHRED-IT USA - PHOENIX	12622466JN14	6/23/2014	Shredding - Finance	90.00
95014	6/25/2014	SHRED-IT USA - PHOENIX	12622466JN14	6/23/2014	Shredding - Police	180.00
95014	6/25/2014	SHRED-IT USA - PHOENIX	12622466JN14	6/23/2014	Shredding - Admin	90.00
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	330.23
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	1,716.38
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	3,723.53
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	1,388.61
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	1,993.31
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	1,427.10
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	711.16
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	3,565.28
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	405.99
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	839.57
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	3,059.87
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	4,417.02
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	6,162.21
95015	6/27/2014	ARIZONA PUBLIC SERVICE	14-Jun	6/5/2014	ELECTRIC	30,137.46
95017	6/30/2014	Void				
95019	6/30/2014	Void				
95050	6/30/2014	Johnson Utilities	13808101 614	6/5/2014	Water at station #2	533.71
95050	6/30/2014	Johnson Utilities	13808201 614	6/5/2014	Water at station #2	105.18
95068	6/30/2014	SPRINT	5062142037200	6/8/2014	Monthly Phone Bill	880.00
95069	6/30/2014	SPRINT Data Services	50631420000373	6/8/2014	Data Services Recurring Charges	82.02
95081	6/30/2014	Waste Management of Arizona	5531-0563-6	4/1/2014	Load of Trash to Dump	48.70
95109	6/30/2014	Void				

95111	6/30/2014	Pioneer Landscaping Mat., Inc	T11100008920	4/23/2014	Infield Mix for Little League field	1,127.75
Total Warrants						924,831.41

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: August 4, 2014 DEPARTMENT: Legal/Community Development STAFF PRESENTER: James E. Mannato Florence Town Attorney SUBJECT: Assurance Agreement for Construction of Subdivision Improvements with D.R. Horton, Inc.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve entering into an Assurance Agreement for Construction of Subdivision Improvements with D.R. Horton, Inc.

BACKGROUND/DISCUSSION:

A typical feature of the Town’s development agreements is the requirement of some type of assurance that the developer will complete all necessary subdivision improvements in a manner which is satisfactory to the Town. Required subdivision improvements will normally include streets, curb and gutters, sewers, water and electric utilities, as well as any other improvements noted on the final subdivision plat.

A variety of assurance mechanisms are allowed under the Florence Town Code and are included as options in the development agreement. These can include declining letters of credit, performance bonds, letters of financial assurance from banking institutions, and third party trusts.

D.R. Horton, Inc. has requested to utilize the third party trust as the assurance mechanism for their development. In the third party trust, the developer conveys title to its property to a trustee to be held in trust for the benefit of the Town. Under the terms of the Assurance Agreement, the developer and the Trustee agree that the Trustee will not convey title to the property out of the trust unless and until the Town provides the Trustee with a release, or the developer provides a substitute form of assurance which is acceptable to the Town. The Town is not required to provide the release unless it is satisfied that the developer has completed the required subdivision improvements.

Under this form of assurance, the Town’s protection stems from the fact that the developer is unable to convey title to its property until the Town allows the Trustee to do so.

The Assurance Agreement is authorized under Florence Town Code § 150.234(B)(3) and paragraph 9(c)(vii) of the Pre-Annexation Development Agreement with D.R. Horton, Inc.

FINANCIAL IMPACT:

There is no financial impact to the Town from entering into the Agreement.

RECOMMENDATION:

Motion to approve entering into an Assurance Agreement for Construction of Subdivision Improvements with D.R. Horton, Inc., and authorizing the Mayor to sign the Agreement on behalf of the Town.

ATTACHMENT:

Assurance Agreement for Construction of Subdivision Improvements (third party trust).

WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**ASSURANCE AGREEMENT FOR
CONSTRUCTION OF SUBDIVISION IMPROVEMENTS
(Third Party Trust)**

This Assurance Agreement for Construction of Subdivision Improvements (this “Agreement”) is made and entered into by, between and among D. R. Horton, Inc., a Delaware corporation (“Subdivider”); Title Security Agency of Arizona, Inc., an Arizona corporation, as Trustee under Trust No 2088, and not in its corporate capacity (“Trustee”), and Town of Florence, Arizona, an Arizona municipal corporation (“Town”).

RECITALS

1.1 Trustee is or will be the owner of certain land located in the Town of Florence, Pinal County, Arizona, as more particularly described on Exhibit A attached hereto (the “Land”). Subdivider is the beneficiary of the Trust.

1.2 Town, Subdivider and Trustee wish to establish specific terms, conditions and guidelines relating to the subdivision of the Land (the “Subdivision”) and the construction of related improvements to comply with A.R.S. Section 9-463.01(C)(8) and the Town’s Subdivision Regulations (“Code”), as modified by the Pre-Annexation and Development Agreement for Magic Ranch Annexation: Annexation 2013-01 “Magic Ranch – Parcels B & C” between Subdivider and Town relating to the Land (the “PADA”).

1.3 Trustee and Subdivider have executed or will execute, as required by the Trustee, a trust agreement separate from this Agreement intended to establish the subdivision trust that is referenced in this Agreement in a form reasonably satisfactory to Town (“Trust Agreement”).

AGREEMENT

Based on the Foregoing Recitals and attached Exhibit, which are incorporated and made a part of this Agreement as if set forth in their entirety below and in consideration of Town’s annexation of the Land into the municipality and approval of a final plat for the Land, Town, Subdivider, and Trustee agree as follows:

2.1 Property Description. The land is all of the real property identified in Exhibit A attached hereto which is the subject of a subdivision plat identified as MAGIC RANCH - PARCELS B & C, recorded in Cabinet H, Slide 45, Office of the County Recorder of Pinal County, Arizona (the Subdivision Plat”).

2.2 Construction of Subdivision Improvements. As a condition of approval of the Subdivision Plat, Subdivider hereby agrees to construct all improvements contemplated by the Subdivision Plat and/or by the improvement plans for the Subdivision, including, but not limited to: streets; sanitary sewers (if necessary); water and electric utilities; drainage and flood control improvements; parks, trails or other recreational facilities; and any other improvement noted on the Subdivision Plat (collectively, the “Subdivision Improvements”). Once commenced, Subdivider will diligently work toward completing the Subdivision Improvements. Subdivider’s obligation to complete the Subdivision Improvements arises as of the date of this Agreement, is independent of any obligations of Town and is not conditioned upon the sale of any lots or improvements within the Subdivision. Nothing in this Agreement shall be construed as an undertaking by Town or Trustee to install, to guarantee the installation of, or to indemnify any other party for or relating to the installation of (or failure to install) any of the Subdivision Improvements.

2.3 Existing Utilities. Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public or the Town. Subdivider’s performance of this requirement shall be considered in determining whether to release assurances under Paragraphs 2.5 and 2.6.

2.4 Assurance of Construction. This Agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. Section 9-463.01(C)(8) and the Code, as modified by the PADA. Trustee and Subdivider shall also execute the Trust Agreement separate herefrom, intended to more fully implement the provisions hereof.

2.5 Limitation on Transfer of Title; Contracts for Sale. Except as otherwise provided in Paragraphs 2.7 and 2.8 hereof, Trustee shall not convey title to any of the Land without obtaining prior written approval from Town in the form of a Release of Assurance or Subdivider (or its successor) posting a substitute form of assurance acceptable to the Town. A Release of Assurance by the Town Council shall not be provided by the Town until the Subdivision Improvements are completed in accordance with this Agreement, the Code, as modified by the PADA, and particularly Paragraphs 2.10 and 2.11 (if applicable) hereof, or Subdivider posts a substitute form of assurance acceptable to Town for all Subdivision Improvements that have not been completed. Either Trustee or Subdivider may enter into contracts for sale on portions of land, so long as such contracts clearly state that the conveyance of title to the real property involved is subject to obtaining a Release of assurance as contemplated herein, and such contract cannot be consummated without obtaining such Release of Assurance. Trustee or Subdivider shall provide Town with a copy of the form of the contract containing the disclosure reference.

2.6 Partial Release of Assurances. Town shall issue up to three partial Releases of Assurance if both of the following have occurred:

- A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with Paragraph 2.10; and
- B. Town finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable).

2.7 Bulk Sales. For the purpose of this Paragraph 2.7, “Permitted Portion” means a discrete unit within the Subdivision which is contemplated to be sold in a bulk sale to a single builder or other third-party developer prior to completion of on-site and off-site improvements thereon. Notwithstanding Paragraph 2.5, Trustee may sell and convey all or any Permitted Portion of the Land in one transaction to a single purchaser subject to all of the terms of this Agreement, the Code, as modified by the PADA, and the Subdivision Plat. Said purchaser shall, as to each such sale, enter into a new third-party trust assurance agreement with Town, assuring completion of:

A. All of the Subdivision Improvements, if the sale involves all of the Land;
or

B. The Subdivision Improvements relating to and located on the Permitted Portion so sold, together with any of the other Subdivision Improvements which, in Town’s judgment, are necessary to be completed so that the Permitted Portion can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable), if the sale involves a Permitted Portion.

2.8 Conveyance Out of Trust for the Purpose of Encumbrance. Notwithstanding Paragraph 2.5, Trustee may convey all or part of the Land to Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust; provided that the Land is thereafter immediately reconveyed into trust, and the only liens attaching by virtue of such deeding process are the third party mortgages or deeds of trust described above; provided further that such mortgagee or beneficiary holding an encumbrance against all or any portion of the Land shall be subject to this Agreement (although such lienholder shall not be obligated to perform any of Subdivider’s obligations, but such lien holder’s rights shall be subordinated to all rights of Town under this Agreement, including, but not limited to, the rights of abandonment, replat and all restrictions on the sale of lots). Except as otherwise set forth herein, nothing shall preclude any lender from enforcing the terms of its loan documents as against Subdivider and or against the Trust Agreement established by Subdivider pursuant to this Agreement.

2.9 Substitution of Assurances. Subdivider may submit substitute assurances as provided in a form and amount satisfactory to Town and in compliance with the Code, as modified by the PADA, at any time during which Subdivider is not in default under this Agreement or under any other agreement with Town related to the Land or its improvements.

2.10 Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider and accepted by Town where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless

there is an extension granted by the Town Council. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with all applicable and approved plans and after Town has inspected them and finds them to be in compliance with the plans and applicable Town ordinances and regulations, as modified by the PADA, and the Subdivision Improvements are found acceptable in accordance with the terms of Paragraph 2.11 immediately below.

2.11 Acceptance of the Subdivision Improvements. Subject to the PADA, Town shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:

- A. They have been completed in accordance with Paragraph 2.10;
- B. The dedication has been accepted by the Town Council as evidenced by subsequent approval by the Town Council of the dedication on the Subdivision Plat or by some other formal action; and
- C. All applicable fees, if any, including, without limitation, guarantee bonds and pavement finishing fees are paid, and all other necessary bonds or warranty assurances are posted.

2.12 Town's Option to Abandon or Re-Plat Upon Default. At Town's sole option, if Subdivider defaults in its obligations under this Agreement by failing to cause the Subdivision Improvements to be completed by Subdivider and accepted by Town where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Town Council, Town may abandon or re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the abandonment or re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. Subdivider hereby authorizes Town to execute on behalf of Subdivider the abandonment or re-plat described in this Paragraph 2.12. The abandonment or re-plat may exclude any dedications to the public which were made on the Subdivision Plat and/or which are further deemed necessary to serve either portions of the Land which are not re-platted or which serve the public. Town agrees that it shall not abandon the portion of the Subdivision Plat for which a Partial Release or Permitted Portion has been completed pursuant to Paragraph 2.6 or Paragraph 2.7 of this Agreement. Subdivider shall pay the reasonable costs incurred in the abandonment or re-platting. Notice mailed first class to the last known address of Subdivider, Trustee and/or any mortgagee or deed of trust beneficiary of which Subdivider has heretofore provided Town written notice shall be given not less than thirty (30) days before Town exercises its option to abandon or re-plat under this Paragraph 2.12.

2.13 Termination. This Agreement shall remain in full force and effect until one of the following has occurred:

- A. The Subdivision Improvements have been completed and accepted by Town in accordance with Paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the County Recorder in accordance with Paragraph 2.5;

B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations;

C. Town records the map of abandonment or replat of the Subdivision Plat referenced in Paragraph 2.12 above; or

D. A substitute assurance agreement has been executed by and between Subdivider (or its successor) and Town in accordance with Paragraph 2.9.

2.14 Subdivider's Notice of Changes. Subdivider agrees to provide written notice to Town at least ten (10) calendar days before the occurrence of: (a) a change of name, corporate identity or address of Subdivider or Trustee; (b) intent to transfer, or a transfer of, title to the Subdivision by deed, contract or operation of law; (c) the foreclosure of a lien against the Subdivision or any portion of the Subdivision; (d) filing of a voluntary or involuntary petition of bankruptcy respecting Subdivider or affecting the Subdivision; or (e) any other event that may materially and adversely affect the performance of Subdivider hereunder.

2.15 Governing Law. Venue for any suit or action arising under this Agreement shall be commenced and remain in the Superior Court of the State of Arizona for the County of Pinal in and around the Town. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

2.16 Cancellation. This Agreement is subject to cancellation by Town in accordance with, and under the conditions set forth in, the provisions of A.R.S. §38-511.

2.17 Effective Date. This Agreement is effective on the date that the Land is annexed into the boundaries of the Town.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written above.

TOWN:

TOWN OF FLORENCE,

an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

SUBDIVIDER:

D. R. HORTON, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 2014 by _____, the _____ of D. R. Horton, Inc., a Delaware corporation, on behalf thereof.

Notary Public

(Seal)

TRUSTEE:

TITLE SECURITY AGENCY OF ARIZONA, INC.,
an Arizona corporation, as Trustee under Trust No. 2088,
only and not otherwise,

By: _____

Name: Diane L. Sloane

Title: Trust Officer

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of _____, 2014 by Diane L. Sloane, the Trust Officer of Title Security Agency of Arizona, Inc., an Arizona corporation, on behalf thereof.


Notary Public

(Seal)

Exhibit A

Land

Lots 1 through 116, inclusive, and 167 through 202, inclusive, MAGIC RANCH - PARCELS B & C, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet H, Slide 45.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: August 4, 2014 DEPARTMENT: Public Works STAFF PRESENTER: Wayne Costa, P.E. Public Works Director SUBJECT: Purchase of a vehicle for Fleet Motor Pool		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Recommend authorization to purchase a 2015 Ford Explorer XLT for the Town of Florence Motor Pool Fleet from Chapman Ford, in an amount not to exceed \$30,623.94.

BACKGROUND/DISCUSSION:

In the Fiscal Year 2014-2015 Budget, Town Council approved funding in the amount of \$35,000 to purchase a vehicle for the Fleet Pool. Three vendors were requested to provide bids to the Department for a Ford Explorer vehicle with a five year 100,000-mile bumper to bumper extended factory warranty.

FINANCIAL IMPACT:

In preparation of the 2014-2015 Fiscal Year Budget, Town Council approved funding in the amount of \$35,000 to purchase a vehicle for Fleet pool. Funding is allocated in the Capital Projects Fund Account No. 011-531-505.

RECOMMENDATION:

Staff recommends that Town Council authorize the purchase of a Ford Explorer for the Fleet Motor Pool, to Chapman Ford, in an amount not to exceed \$30,623.94.

ATTACHMENTS:

- Executed bid evaluation
- Chapman Ford quote and specifications

sent to Finance 7/17/14

Town of Florence
Bid Taulation Sheet



Verbal (only allowed when \$5,000 of less)

Written/Fax (mandatory when over \$5,000; attach bids)

Formal Sealed Bid: # _____ Title _____

General Ledger Account Number _____

Date Prepared 7-16-14

Prepared By David Hills & Morris Taylor

Opening Date _____ Opening Time _____

Item (include quality, brand, model, color) 1 New Ford Explorer XLT 4WD 2015

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availablity	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Chapman Ford Joe Sanchez Phone 480 212-4765 Fax 480 212 0426					\$30,623.94	Includes taxes and Delivery state bid
2 SanTan Ford Lloyd Couvult Phone 480 621 3741 Fax 480 621 3896					\$31,639.99	Includes taxes and Delivery state bid
3 Sanderson Ford Dave Harris Phone 623 930 5961 Fax 623 930 5966					\$33,075.80	Includes taxes and Delivery State bid

Attach additional page(s), if necessary

Vendor Selected Chapman Ford Address 7100 E. McDowell Rd Scottsdale, AZ 85257

Justification (if not lowest price) _____

Department Head Approval [Signature] Date 7/16/14

Finance Director Approval _____ Date _____

Town Manager Approval _____ Date _____



Government Fleet Sales Manager

Joe Sanchez (480) 212-4765
Department Fax (480) 212-0426

joesanchez@chapmanchoice.com

Date: July 11, 2014

Customer: Town of Florence

Line Item/State Contract #: K8D / ADSPO12-016662

Vehicle Description: 2015 Ford Explorer XLT 4WD

	Base Bid Price	<u>\$28,099.00</u>
	<u>Upgrade Options</u>	
1	Window Tint	265.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
		<u>\$265.00</u>
	Bid Price (with options)	\$28,364.00
	Tire Tax	5.00
	Sales Tax (7.95%)	2,254.94
	Ford Extended Service Plan	
	Transportation Fee	<u> </u>
	Total Delivered Price	<u><u>\$30,623.94</u></u>

Notes:

Thank You,
Joe

CNGP530

VEHICLE ORDER CONFIRMATION

07/11/14 18:10:23

==>

Specifications Only - NOT PRICE

Dealer: F71174

2015 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 8585 Priority: J1 Ord FIN: QY468 Order Type: 5B Price Level: 520

Ord Code: 200A Cust/Flt Name: FLORENCE

PO Number:

RETAIL DLR INV

RETAIL DLR INV

K8D 4DR 4WD XLT \$34900 \$32544.00 TOTAL BASE AND OPTIONS\$35795 \$31625.01

.112.6" WB

TOTAL

35795 31625.01

UX INGOT SILVER

THIS IS NOT AN INVOICE

8 CLTH BKT W/PWR

L MED LT STONE

200A EQUIP GRP

998 .3.5L V6 TIVCT NC NC

44J .6-SPD SST TRANS NC NC

SLCT SHFT TRANS

FLEX FUEL

SP DLR ACCT ADJ (1396.00)

SP FLT ACCT CR (436.00)

FUEL CHARGE 11.01

B4A NET INV FLT OPT NC 7.00

DEST AND DELIV 895 895.00

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC06067



Chapman Ford

Vendor: Chapman Ford Purchase Order: ADSP012-016662

Blanket Contract

Purchase Order Number:	ADSP012-016662	Release Number:	0	Short Description:	Vehicles, New Purchases Staw ide
Status:	3PS - Sent	Purchaser:	Lori Sherill	Receipt Method:	Quantity
Fiscal Year:	2012	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Staw ide
Department:	ADSP0 - State Procurement Office	Entered Date:	01/16/2012 03:48:21 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	120	Release Type:	Direct Release	Pcard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	Lori.Sherill@azdoa.gov or (602) 542-7144				

Master Blanket/Contract End Date (Maximum): 01/16/2017 11:59:59 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Attachments:

[PO Terms & Conditions, IFB No ADSP012-00001167 - Vehicles New Purchases Statewide.pdf](#), [Attachments 1 - VIII.VOLUME Documents.zip](#), [Change Order No. 7 - Price Update Bilateral Change Order Summary](#), [2014 Contract Prices](#), [2013 Fusion Spec Sheet](#), [2013 Ford Fusion Press Release](#), [Contract Amendment](#), [2013 Ford Escape Press Release](#), [Change Order 05 Summary ADSP012-016662.doc](#), [Change Order No. 6 - Unilateral Change](#)

Primary Vendor Information & PO Terms

Vendor: 000015518 - Chapman Ford LLC **Payment Terms:** Net 30 **Shipping Method:** Best Way
 Joe Sanchez
 7100 E. McDowell Road
 Scottsdale, AZ 85257
 US
Email: joesanchez@chapmanchoice.com **Shipping Terms:** F.O.B., Destination **Freight Terms:** Freight Allowed
 Phone: (480)212-4765
 FAX: (480)946-7142

PO Acknowledgements:	Document	Notifications	Acknowledged Date/Time
	Purchase Order	Emailed to joesanchez@chapmanchoice.com at 01/17/2012 01:34:54 PM	01/17/2012 02:22:25 PM
	Change Order 8	Emailed to joesanchez@chapmanchoice.com at 01/28/2014 03:36:25 PM	01/28/2014 04:10:37 PM
	Change Order 9	Emailed to joesanchez@chapmanchoice.com at 02/11/2014 03:27:27 PM	02/11/2014 03:28:52 PM
	Change Order 1	Emailed to joesanchez@chapmanchoice.com at 06/14/2012 09:03:20 AM	06/15/2012 02:05:31 PM
	Change Order 2	Emailed to joesanchez@chapmanchoice.com at 07/18/2012 11:26:56 AM	07/18/2012 12:51:10 PM
	Change Order 3	Emailed to joesanchez@chapmanchoice.com at 09/24/2012 07:22:40 AM	09/25/2012 09:03:44 AM
	Change Order 4	Emailed to joesanchez@chapmanchoice.com at 10/01/2012 08:37:15 AM	10/01/2012 08:37:57 AM
	Change Order 5	Emailed to joesanchez@chapmanchoice.com at 08/08/2013 05:35:19 PM	08/12/2013 09:28:58 PM
	Change Order 6	Emailed to joesanchez@chapmanchoice.com at 10/17/2013 12:00:53 PM	10/18/2013 08:58:19 AM
	Change Order 7	Emailed to joesanchez@chapmanchoice.com at 10/29/2013 02:51:07 PM	10/30/2013 03:37:34 PM


Vendor Blanket Contract Vendor Information

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000015518</u>	12743313840	Chapman Ford LLC	Email	Active

Vendor Blanket Contract Contracts

Master Blanket/Contract Begin Date: 01/17/2012 **Master Blanket/Contract End Date:** 10/01/2014
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$5,308,154.50	\$0.00

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9d.
MEETING DATE: August 4, 2014 DEPARTMENT: Public Works Department STAFF PRESENTER: Wayne Costa, P.E. Public Works Director SUBJECT: Purchase of two Police vehicles		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Authorization to purchase of two 2015 Chevrolet Tahoe vehicles for the Police Department, from Midway Chevrolet, in an amount not to exceed \$64,750.00

BACKGROUND/DISCUSSION:

In the Fiscal Year 2014-2015 Budget, Town Council approved funding in the amount of \$98,000 to purchase two marked police vehicles and the necessary emergency equipment to replace aging, high mileage, high maintenance patrol vehicles. Three vendors were requested to provide bids to the Department for two 2015 Chevrolet Tahoe police package vehicles with a five year 100,000-mile bumper-to-bumper extended factory warranty. The specifications for these police vehicles meet the needs of the Police Department. Once the vehicles have been delivered, both vehicles will be outfitted as patrol vehicles.

FINANCIAL IMPACT:

In the Fiscal Year 2014-2015 Budget, Town Council approved funding in the amount of \$98,000, to purchase two police vehicles and the necessary emergency equipment to outfit the vehicles. Funding is allocated in the Capital Projects Fund Account No. 011-531-505.

RECOMMENDATION:

Staff recommends authorization to purchase two Chevrolet Tahoe vehicles, for the Police Department, to Midway Chevrolet, for \$64,750.00.

ATTACHMENTS:

- Executed bid evaluation
- Midway vehicle quote and specifications

**Town of Florence
Bid Tabulation Sheet**

General Ledger Account Number See Justification 011-531-505

Verbal (only allowed when \$5,000 of less)

Date Prepared 7/16/2014

Written/Fax (mandatory when over \$5,000; attach bids)

Prepared By Wayne Costa

Formal Sealed Bid: # _____ Title _____ Opening Date _____ Opening Time _____

Item (include quality, brand, model, color):

Police Dept. Patrol Vehicle Purchase

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Midway Chevrolet 2323 W. Bell Rd., Phoenix, AZ 85023 Phone 602-733-2251 Fax					\$32,375.56/each	In stock; quantity of two (2) each to be purchased.
2 Garrett Motors 197 N. Arizona Blvd., Coolidge, AZ 85128 Phone 520-723-5401 Fax 520-723-7802					\$33,611.51/each	Quantity of two (2) each to be purchased.
3 Chapman Chevrolet 1717 E. Baseline Rd., Tempe, AZ 85283 Phone 480-752-1519 Fax					\$33,635.55/each	Quantity of two (2) each to be purchased.

Attach additional page(s), if necessary

Vendor Selected Midway Chevrolet

Address 2323 W. Bell Rd., Phoenix, AZ 85023

Justification (if not lowest price) Capital Project Fund - Page 46 of Annual Budget for FY 14/15 (Detail) - Proposed Draft

Department Head Approval _____

Date

Finance Director Approval _____

Date

Town Manager Approval _____

Date

7/16/14
7/16/14
2

7/16/2014+1^

*If over \$25,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.

Prepared For:
Ray White
Town of Florence

Prepared By:
Gregg Ball
Midway Chevrolet Nissan Isuzu
2323 West Bell Road
Phoenix, AZ 85023
Phone: (602) 733-2251
Fax: (602) 760-3377
Email: gball@vtaig.com



2015 Chevrolet Tahoe
CC15706 2WD 4dr Commercial

Photo may not represent exact vehicle or selected equipment.

Arizona State Law Enforcement Contract #ADSP013-038803

Prepared For:
Ray White
Town of Florence

Prepared By:
Gregg Ball
Midway Chevrolet Nissan Isuzu
2323 West Bell Road
Phoenix, AZ 85023
Phone: (602) 733-2251
Fax: (602) 760-3377
Email: gball@vtaig.com


2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>Code</u>	<u>Description</u>
CC15706	2015 Chevrolet Tahoe 2WD 4dr Commercial

SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
SUSPENSION PKG	
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only)
EMISSIONS	
FE9	EMISSIONS, FEDERAL REQUIREMENTS includes (NT7) Federal tier 2 emissions
ENGINE	
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction with Flex Fuel capability, capable of running on unleaded or up to 85% ethanol (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm) (STD)
TRANSMISSION	
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)

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Town of Florence

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SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
AXLE	
GU4	REAR AXLE, 3.08 RATIO (STD) (Not available with (NHT) Max Trailering Package.)
PREFERRED EQUIPMENT GROUP	
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment *CREDIT*
WHEEL TYPE	
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK (Included and only available with (9C1) Police Vehicle)
TIRES	
QAR	TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle)
SPARE TIRE	
ZAK	TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle)
PAINT SCHEME	
ZY1	PAINT SCHEME, SOLID APPLICATION
PAINT	
GBA	BLACK
SEAT TYPE	
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster. With (9C1) Police Vehicle, included with (9U3) SEO, front center seat (20% seat delete.) (STD)
SEAT TRIM	
H0U	JET BLACK, CLOTH SEAT TRIM
RADIO	

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SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
RADIO	
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes 2 USB ports and 1 SD card reader (STD)
ADDITIONAL EQUIPMENT	
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE (Must be specified.) *CREDIT*
NZZ	FRONT UNDERBODY SHIELD (Included and only available with (9C1) Police Vehicle)
K4B	BATTERY, AUXILIARY, 730 CCA
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle only)
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only)
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only)
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle only)
C5U	GVWR, 6800 LBS. (3084 KG) (Included and only available with (9C1) Police Vehicle)
RM7	WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle)
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle only)
9G8	HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE deletes standard Daytime Running Lamps and automatic headlamp control features from the vehicle for police stealth surveillance (Requires (9C1) Police Vehicle)
7X6	SPOTLAMP, LEFT-HAND (Requires (9C1) Police Vehicle)

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SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

Code	Description
ADDITIONAL EQUIPMENT	
AKO	GLASS, DEEP-TINTED (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass) (Included and only available with (9C1) Police Vehicle only)
AKX	WINDSHIELD, SOLAR ABSORBING, SHADED UPPER (Included and only available with (9C1) Police Vehicle only)
AKK	WINDSHIELD STYLE, ACOUSTIC LAMINATED GLASS (Included and only available with (9C1) Police Vehicle only)
---	EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle only)
---	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle only)
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle)
AG1	SEAT ADJUSTER, DRIVER 10-WAY POWER (Requires (AZ3) 40/20/40 split-bench front seat. Not available with (H2G) Jet Black vinyl seats)
AG2	SEAT ADJUSTER, FRONT PASSENGER 6-WAY POWER
ATD	SEAT DELETE, THIRD ROW PASSENGER (Included with (9C1) Police Vehicle) (Deletes rear storage compartment.) *CREDIT*
---	INSTRUMENTATION, ANALOG with certified 150 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only)
---	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle only)
---	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle only)
---	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle)
---	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING POSITIONS (Included and only available with (9C1) Police Vehicle only)

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SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CATEGORY

<u>Code</u>	<u>Description</u>
--------------------	---------------------------

ADDITIONAL EQUIPMENT

VQ3	FLEET PROCESSING OPTION
-----	-------------------------

SPECIAL EQUIPMENT OPTIONS

VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly
-----	--

OPTIONS TOTAL

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

ENTERTAINMENT

- Audio system, AM/FM stereo with CD player and auxiliary input jack includes 2 USB ports and 1 SD card reader
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM radio delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system (Deleted when (UE0) OnStar delete is ordered.)

EXTERIOR

- Wheels, 17" x 8" painted steel (Standard unless (NHT) Max Trailering Package is selected. Must order (PZX) 18" aluminum wheels with (NHT) Max Trailering Package.)
- Tires, P265/70R17 all-terrain, blackwall (Standard unless (NHT) Max Trailering Package is ordered.)
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Fascia, front body-color
- Fascia, rear color-keyed
- Assist steps, Black
- Daytime Running Lamps, with automatic exterior lamp control
- Mirrors, outside heated power-adjustable, manual-folding and color keyed (With (9C1) Police Vehicle includes body-color and driver spotter mirror.)
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual

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2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

INTERIOR

- Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster. With (9C1) Police Vehicle, included with (9U3) SEO, front center seat (20% seat) delete.)
- Seat trim, cloth
- Seats, second row 60/40 split-folding bench, manual
- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized-vinyl
- Steering column, Tilt-Wheel
- Steering wheel, urethane
- Steering wheel controls, mounted cruise
- Display, driver instrument information enhanced, one color
- Door locks, power programmable with lockout protection (With (9C1) Police Vehicle, Auto Lockout is disabled on Driver door.)
- Remote Keyless Entry, extended-range (Not included when (PCK) Luxury Package is ordered.)
- Windows, power, all express down, front express up ((9C1) Police Vehicle includes lockout features)
- Cruise control, electronic with set and resume speed
- Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle, includes dual-zone automatic climate control only.)
- Defogger, rear-window electric
- Power outlet, 110-volt
- Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (when bench seat is ordered, the outlet on the back of the console is lost) (Included and only available with (AZ3) 40/20/40 split-bench front seats. Not included with (9C1) Police Vehicle.)
- Mirror, inside rearview manual day/night
- Conversation mirror

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

- Assist handles, front passenger and second row outboard (With (9C1) Police Vehicle, front passenger assist handle is removed when (7X7) Spot lamps are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

MECHANICAL

- Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction with Flex Fuel capability, capable of running on unleaded or up to 85% ethanol (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm; more than 300 lb-ft of torque from 2000 to 5600 rpm) includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
- Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
- Suspension Package, Premium Smooth Ride
- Differential, heavy-duty locking rear
- Rear wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 660 cold cranking amps with 80 amp hour rating
- Alternator, 150 amps
- Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
- GVWR, 7100 lbs. (3221 kg) (Requires 2WD model.)
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power

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STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

SAFETY

- Theft deterrent, electrical, unauthorized entry
- Brakes, 4-wheel antilock, 4-wheel disc, VAC power
- StabiliTrak, stability control system with brake assist, includes traction control
- Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions Note: Head curtain side-impact included for third row seating positions, even though seat has been deleted. (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector
- OnStar Directions and Connections plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance and Turn-by-Turn Navigation (Visit www.onstar.com for vehicle availability, details and system limitations. Services may vary by model and conditions.)
- Rear Park Assist with audible warning
- Rear Vision Camera
- Safety belts, 3-point, driver and right-front passenger
- LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions
- Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center (does not apply to spare tire)
- Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on

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TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

ENGINE

Engine Order Code	L83
Engine Type	Gas/Ethanol V8
Displacement	5.3L/- TBD - CID
SAE Net Horsepower @ RPM	355 @ 5600
SAE Net Torque (lb ft) @ RPM	383 @ 4100

TRANSMISSION

Transmission order code	MYC
Transmission Type Description	6-Speed Automatic
Drive Train	Rear Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	16.00
Hwy EPA fuel economy estimate (MPG)	23.00
City cruising range (mi)	416.00
Hwy cruising range (mi)	598.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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TECHNICAL SPECIFICATIONS

POWERTRAIN - ADVANCED SPECIFICATIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

TRANSMISSION

Gear Ratio (:1)	
First Gear Ratio (:1)	- TBD -
Second Gear Ratio (:1)	- TBD -
Third Gear Ratio (:1)	- TBD -
Fourth Gear Ratio (:1)	- TBD -
Fifth Gear Ratio (:1)	- TBD -
Sixth Gear Ratio (:1)	- TBD -
Reverse Ratio (:1)	- TBD -
Clutch size (in)	
Power Take-Off	

TRANSFER CASE

Transfer case model	N/A
Gear Ratio (:1)	
Transfer case high gear ratio	
Transfer case low gear ratio	
Transfer case power take off	

DIFFERENTIAL

	Front	Rear
Axle Ratio (:1)		3.08

ELECTRICAL

Battery	1	2	3	Total
Battery cold cranking Amps @ 0 F	660.00	* 730.00		* 1,390.00
Alternator				
Alternator Amps	* 170.00			

COOLING SYSTEM

Cooling system capacity	- TBD -
Engine oil cooler	

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

WEIGHT INFORMATION	Front	Rear	Total
Gross Axle Wt Rating (lbs)	* 3,250.00	* 3,600.00	
Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
Total Option Weight (lbs)	0.00	0.00	0.00
As Spec'd Curb Weight (lbs)	- TBD -	- TBD -	- TBD -
As spec'd payload (lbs)			* - TBD -
Total Weight (lbs)	- TBD -	- TBD -	- TBD -
Reserve Axle Capacity (lbs)	* - TBD -	* - TBD -	* - TBD -
Gross Vehicle Wt Rating (lbs)			* 6,800.00
Gross Combined Wt Rating (lbs)			- TBD -
TRAILERING	Max Trailer Wt.	Max Tongue Load	
Dead Weight Hitch (lbs)	- TBD -	- TBD -	
Weight Distributing Hitch (lbs)	- TBD -	- TBD -	
Fifth Wheel Hitch (lbs)		*	

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

SUSPENSION	Front	Rear	
Spring			
Spring Type	Independent	Multi-Link	
Spring Capacity	- TBD -	- TBD -	
Axle			
Axle Type	Independent	Semi-Floating	
Axle Capacity	3,200.00	4,100.00	
Shock Absorber Diameter (mm)	- TBD -	- TBD -	
Stabilizer Bar Diameter (in)	- TBD -	- TBD -	
BRAKES			
Brake type	Pwr		
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	- TBD -	- TBD -	
Drum			
Drum Diam x Width (in)			
TIRES	Front	Rear	Spare
Tire Order Code	* QAR	* QAR	* ZAK
Tire Size	* P265/60R17	* P265/60R17	* P265/60R17
Capacity	- TBD -	- TBD -	- TBD -
Revolutions/Mile @ 45mph	N/A	N/A	N/A
WHEELS	Front	Rear	Spare
Wheel Size	* 17 x 8.0	* 17 x 8.0	* 17 x 8
Wheel Type	Steel	Steel	Steel

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2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

STEERING

Steering type	Pwr Rack & Pinion
Ratio (:1)	
On Center	- TBD -
At Lock	- TBD -
Turning Diameter	
Curb-to-Curb	39.00
Wall-to-Wall	N/A

FUEL TANK

	Main	Auxiliary
Capacity	26.00	
Location	- TBD -	

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 337.0, Data updated 6/10/2014
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Customer File:

Prepared For:
Ray White
Town of Florence

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2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

EXTERIOR DIMENSIONS

Wheelbase (in)	116.00
Length, Overall w/rear bumper (in)	204.00
Width, Max w/o mirrors (in)	80.50
Height, Overall (in)	* 72.40
Overhang	
Overhang, Front	- TBD -
Overhang, Rear w/o bumper	
Ground to Top of Load Floor (in)	35.91
Ground Clearance	
Ground Clearance, Front	8.5
Ground Clearance, Rear	8.5
Rear Door	
Rear Door Type	Liftgate
Rear Door Opening Height	- TBD -
Rear Door Opening Width	- TBD -
Side Door	
Side Door Type	
Side Door Opening Height (in)	
Side Door Opening Width (in)	
Step Up Height - Front (in)	- TBD -
Step Up Height - Side (in)	

CARGO AREA DIMENSIONS

Length @ Floor	
Cargo Area Length @ Floor to Console (in)	- TBD -
Cargo Area Length @ Floor to Seat 1	79.90
Cargo Area Length @ Floor to Seat 2	43.20

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2015 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2015 Fleet/Non-Retail CC15706 2WD 4dr Commercial

CARGO AREA DIMENSIONS

Cargo Area Length @ Floor to Seat 3	
Cargo Area Length @ Floor to Console (in)	- TBD -
Width	
Cargo Area Width @ Beltline	- TBD -
Cargo Box Width @ Wheelhousings	49.30
Cargo Box (Area) Height (in)	* 40.90
Cargo Volume	
Cargo Volume to Seat 1	111.8
Cargo Volume to Seat 2	
Cargo Volume to Seat 3	
Cargo Volume to Seat 4	

INTERIOR DIMENSIONS

Passenger Capacity	* 5		
Seating Position	Front	Second	Third
Head Room (in)	42.80	38.70	*
Leg Room (in)	45.30	39.00	*
Shoulder Room (in)	64.80	65.10	*
Hip Room (in)	60.80	* 60.20	*

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9e.

MEETING DATE: August 4, 2014

DEPARTMENT: Administration

STAFF PRESENTER: Jennifer Evans
Management Analyst

SUBJECT: Lease Agreement with Pinal County Federal
Credit Union for Property Located at 200 W. 20th
Street, Florence, Arizona.

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

A motion to approve a lease agreement with the Pinal County Federal Credit Union for the property located at 200 W. 20th Street, Florence, Arizona.

BACKGROUND/DISCUSSION:

The Town of Florence assumes ownership of the property located at 200 W. 20th Street, Florence, Arizona, on August 1, 2014 that is currently occupied by the Pinal County Federal Credit Union. The Pinal County Federal Credit Union will move to another building in Florence that is being renovated to meet their needs. The renovation will not be completed by August 1st so the Pinal County Federal Credit Union has requested to remain in their present location until they are able to move into the new building. The lease term will be for two months with the option to extend the lease on a month to month basis as necessary.

FINANCIAL IMPACT:

The term of the lease is from August 1, 2014 to September 30, 2014. The lease rate is \$12.00 per square foot which equals to \$4,618.00 per month. The tenant will continue to pay for all utilities so there will be no cost to the Town. The minimum amount of revenue the Town will generate will be \$9,236.00 for the initial two month lease. Additional revenue may be generated if the Pinal County Federal Credit Union must remain in the building on a month to month basis following the initial lease term.

STAFF RECOMMENDATION:

Staff recommends approval of the lease with Pinal County Federal Credit Union.

ATTACHMENTS:

Lease Agreement

**200 WEST 20TH STREET PROPERTY
LEASE AGREEMENT**

TOWN OF FLORENCE, ARIZONA,
an Arizona municipal corporation

AND

Pinal County Federal Credit Union
A Non-profit Corporation

DATE: August 1, 2014

200 WEST 20TH STREET PROPERTY LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into on the 1st day of August, 2014 by Town of Florence, Arizona, a municipal corporation, hereinafter called "Landlord" and Pinal County Federal Credit Union, a non-profit corporation, hereinafter called "Tenant".

1. LEASED PREMISES

For and in consideration of the rent to be paid and of the covenants and agreements of the Tenant as hereinafter set forth, Landlord does hereby lease 4,618 square feet to Tenant of the premises located at 200 W. 20th Street, Florence, Arizona, also known as the Pinal County Federal Credit Union Building, and hereinafter referred to as the "Premises", or, the "Leased Premises".

2. TERM

The Lease term shall begin on the 1st day of August, 2014, and end on the 30th day of September, 2014 (the "Initial Term"). Landlord shall use its best efforts to put Tenant in possession of the Leased Premises at the beginning of the Initial Term. If Landlord is unable to timely provide the Leased Premises for occupancy by Tenant, rent shall abate for the period of delay. Tenant agrees it shall make no other claim against Landlord for any such delay.

3. EXTENSIONS

The parties hereto may elect to extend the Initial Term upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such election, provided that Tenant gives notice of its request to extend the Initial Term no later than thirty (30) days prior to the expiration of the Initial Term. If Tenant does not elect to extend the Initial Term in accordance with this paragraph, this Lease shall end on the 30th day of September, 2014 (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. Landlord's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

4. RENTS

Rent shall be paid at the rate of \$ 4,618.00 per month for the duration of the lease. In addition to the rent, the tenant is responsible for their portion of the commercial property lease transaction privilege tax and government property lease excise tax. Each monthly payment of rent due thereafter shall be payable on the first day of each calendar month for the balance of the Initial Term. Payment of rent shall be made to Landlord at Town of Florence, P.O. Box 2670, 775 North Main Street, Florence, Arizona 85132, or at such other place designated by written notice from Landlord. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. If rent is not received by the close of the 5th business day then the late fee of \$25.00 will be added to the Tenant's account.

5. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of zero dollars (\$0.00) as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. At the expiration of this Lease or such other time as Tenant may request the return of the Security Deposit, Landlord shall make an inspection of the Leased Premises and deduct from the Security Deposit such sums as are necessary to repair and refurbish the Leased Premises to the condition which existed prior to Tenant's occupancy thereof. In the event of a bona fide sale of the property of which the Leased Premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

6. PURPOSE

A. Tenant shall use the Leased Premises for the purpose of conducting the business of the "Pinal County Federal Credit Union". This use must also be and remain consistent with the Exhibit "A". In the event Tenant desires to use the Leased Premises for a different business purpose not described above, Tenant shall first apply, in writing, for approval for such use to the Town of Florence and the Redevelopment Commission. As a further condition of the lease, Tenant must also maintain regular business hours and be open for at least thirty five (35) hours per week with exception of holidays.

B. If Tenant fails to meet any of these requirements, then Landlord may terminate the lease after providing the Tenant no less than thirty (30) days written notice of Landlord's intent to terminate the lease. If Tenant does not satisfy the above conditions or otherwise cure the deficiencies indicated in the notice within thirty (30) days, Landlord may terminate the lease as provided in section 17 below.

The Premises shall not be used in violation of this Lease, any zoning laws applicable to the Premises, or in violation of any federal, state or local laws or regulations.

7. PROHIBITED USES

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. All uses must conform to the zoning code of the Town of Florence.

8. SUBLEASE AND ASSIGNMENT

A. Tenant shall not sublet or assign the lease without Landlord's consent. To assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of

Tenant's assets the Tenant must receive either written consent from the Landlord or enter into a new lease agreement.

B. Except as set forth above, neither Tenant nor any assignee may sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's written consent.

9. REPAIRS

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs and refurbishment of the Leased Premises. Repair and refurbishment shall include, but is not limited to, the repair and refurbishment of normal wear and tear to floors, walls, ceilings, and other parts of the Leased Premises caused by Tenant's use and enjoyment of the Leased Premises, except for major mechanical systems or the roof, subject to the obligations of the parties as may otherwise be set forth in this Lease.

10. TENANT IMPROVEMENTS

A. Tenant, at Tenant's expense, shall have the right to remodel, redecorate, or make additions, improvements and replacements to all or any part of the Leased Premises from time to time as Tenant may deem desirable (the "Tenant Modifications"), provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant must obtain the written consent of Landlord prior to undertaking any such Tenant Modifications. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease but not after the expiration thereof, provided that such removal does not cause any damage to the Premises. Any damage caused by the removal of Tenant's personal property shall be repaired by Tenant at Tenant's expense. If Tenant fails to repair any such damage Landlord may repair the damage and deduct the costs thereof from Tenant's security deposit.

B. Tenant may have prepared plans and specifications for the construction of the Tenant Modifications, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Leased Premises and shall keep the same in full force and effect at Tenant's cost.

C. Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the Tenant Modifications on the Leased Premises at its sole cost and expense. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be

fully and completely constructed and installed in accordance with good engineering and construction practice. Tenant shall include in any contract for the construction of Tenant Modifications a requirement that bonds in the full amount of the contract sum be furnished guaranteeing the faithful performance of the contract requirements and the payment of any and all subcontractors.

D. During the course of the Tenant Modifications, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

E. Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the Tenant Modifications to Leased Premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provisions contained herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant.

11. UTILITIES

All utilities for the Leased Premises shall remain in the Tenant's name for the duration of the lease. Upon the termination of the lease, all utilities will be transferred to the Town of Florence. Tenant acknowledges that the Leased Premises are designed to provide standard office or retail use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

12. SIGNAGE

A. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises at its sole cost and expense.

B. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

13. ENTRY

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

14. PARKING

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

15. MECHANIC'S LIENS

Tenant shall pay before delinquent all sums of money which, if unpaid, would entitle any person to a mechanic's or material man's or laborer's lien against the Leased Premises, or on Lessee's interest under this Lease. Tenant agrees that it will neither do any act, nor fail to do any act, which would result in the recordation of any lien against the Leased Premise.

16. INSURANCE AND INDEMNIFICATION

A. INDEMNIFICATION

(i) To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless the Town of Florence, its agents, officers, officials and employees from and against all tort claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted either wholly or in part from the acts, errors, mistakes, omissions, work or services of the Tenant, its agents, employees, contractors or subcontractors in the performance of this Agreement, and regardless of whether or not such claim, damages, loss or expenses are caused in part by Landlord.

(ii) Tenant's duty to defend, hold harmless and indemnify the Town of Florence, its agents, officers, officials and employees shall arise in connection with any tort claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused either wholly or in part by Tenant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Tenant or any other person for whose acts, errors, mistakes, omissions, work or services the Tenant may be legally liable, and regardless of whether or not such claim, damages, losses or expenses are caused in part by Landlord.

(iii) The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

B. INSURANCE REQUIREMENTS

(i) The Tenant, at Tenant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of

“A”, or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Landlord/Town of Florence.

(ii) All insurance required herein shall be maintained in full force and effect during any term of this Lease; failure to do so may, at the sole discretion of the Town of Florence, constitute a material breach of this Lease.

(iii) The Tenant’s insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town of Florence shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town of Florence.

(iv) The insurance policies required by this Agreement shall name the Town of Florence, its agents, officers, officials, and employees as Additional Insured.

C. REQUIRED COVERAGES

(i) General Liability

(a) Tenant shall, at Tenant’s expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$2,000,000 for each occurrence and with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093(October 2001 version). The coverage shall not exclude X, C, U.

(b) Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

(c) The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.’s, Additional Insured, Form B, CG2O101185 (October 2001 version).

(ii) Property Insurance

(a) Landlord shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the Leased Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, flood, extended coverage, vandalism, malicious mischief and special extended perils.

(b) Tenant shall obtain and keep in force during any term of this Lease, a policy or policies of insurance covering loss or damage to the contents of the Leased premises. Tenant agrees that Landlord shall not be liable for injury to Tenant’s business or any loss of income there from, or

for loss or damage to goods, wares, merchandise or other property in or on the Leased premises owned or belonging to Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, whether such damage or injury to persons or property is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or light fixtures or from any other cause; or whether the said damage or injury to person or property results from conditions arising upon the Leased Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant.

(iii) Certificates of Insurance

(a) Prior to delivery of possession of the Leased Premises to Tenant, Tenant shall furnish the Landlord/Town of Florence with Certificates of Insurance, or formal endorsements as required by this Lease, issued by Tenant's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Lease are in full force and effect.

(b) In the event any insurance policy (ies) required by this Lease is (are) written on a "claims made" basis, coverage shall extend for two years past the expiration of any term of this Lease as evidenced by annual Certificates of Insurance.

(c) If a policy does expire during any term of this Lease, a renewal certificate must be sent to the Town of Florence fifteen (15) days prior to the expiration date.

17. DEFAULTS AND REMEDIES

A. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(i) The vacating or abandonment of the Leased Premises by Tenant;

(ii) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due;

(iii) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in subsection (A) above, where such failure shall continue for a period of fifteen (15) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(iv) The making by Tenant of any general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenants' assets, located at the Leased Premises, or, of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or, the attachment, execution, or other judicial seizure of substantially all of Tenants' assets located at the Leased Premises or of Tenants' interest in this Lease where such seizure is not discharged within thirty (30) days.

(v) The filing or recordation of a lien against the Leased Premises as a whole due to any action or inaction of Tenant.

B. REMEDIES

(i) In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(ii) Terminate Tenants' right to possession of the Leased Premises by any lawful means in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenants all damages incurred by Landlord by reason of Tenants' default, including but not limited to, the cost or recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant provides could be reasonably avoided. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of 1) retaking possession of the Premises and recovering from Tenant the amount specified in this paragraph, or 2) proceeding under subsection 18 below.

(iii) Maintain Tenant's right to possession in which case this Lease shall remain in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(iv) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona, including the right to declare a landlord's lien on Tenant's personal property located on the Leased Premises. Where a landlord's lien is declared by Landlord, Landlord may, without notice or demand to Tenants, terminate Tenant's right to possession of the premises until Landlord has secured sufficient personal property or full payment of rent to satisfy the amount of rent owed. Should Landlord declare a landlord's lien on the Leased Premises pursuant to this paragraph, the Lease shall not be considered terminated, and Landlord shall have a right to recover rent as it becomes due.

C. DEFAULT BY LANDLORD

(i) Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than fifteen (15) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided however, that if the nature of Landlord's obligation is such that more than fifteen (15) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty day period and thereafter diligently prosecutes the same to completion. If Landlord does not perform, the holder of any first mortgage may perform in Landlord's place and Tenant must accept such performance.

D. HOLDOVER BY TENANT

(i) If Lessee shall hold over after expiration of the Initial Term, or any extension of the Initial Term, such tenancy shall be from month-to-month only upon such terms, covenants, and conditions as set forth herein except for those relating to the term of the Lease. Any such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. However, nothing herein shall be construed as or deemed a waiver of any rights of Landlord to take such action in law or equity as Landlord may have under the provisions of this Lease or otherwise.

E. BANKRUPTCY OF TENANT

(i) If Lessee should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of the Lessee's assets or of this leasehold, and such bankruptcy, insolvency or receivership proceedings not be dismissed within thirty days, then Lessor may, without notice or demand, terminate this Lease and forthwith re-enter and repossess the demised premises and remove all persons, and under no circumstances shall this Lease be assigned or transferred by operation of law.

18. DAMAGE AND DESTRUCTION

Subject to the Insurance provisions contained herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within thirty (30) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use,

in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant subject to the provisions of this Lease which may permit Landlord to retain such payments. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

19. TITLE

A. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

(i) Foreclosure. In the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and

(ii) Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the Damage and Insurance provisions of this Lease. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this lease, Tenant will attorn to and recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

C. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

20. ATTORNEY'S FEES

In the event of any legal action between Landlord and Tenant to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such action agrees to pay to the other party all costs and expenses, including reasonable attorney's fees incurred in prosecuting or defending such action, and if judgment is recovered in such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

21. NOTICES

Any notice required to be given by or to either Landlord or Tenant pursuant to this Lease, shall be in writing and shall be forwarded by certified mail, postage prepaid, addressed as follows:

For Landlord:

Town of Florence
Town Manager
P.O. Box 2670
775 North Main Street
Florence, AZ 85132

For Tenant:

Pinal County Federal Credit Union
Branch Manager
P.O. Box 969
Florence, AZ 85132

22. WAIVER

A waiver of any breach of this Lease, or of any of the terms or conditions by either party hereto, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

TENANT:

_____, _____

By: _____

Its: _____

Date: _____


STATE OF ARIZONA)
) ss.
County of Pinal)

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, and that as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

(Seal and Expiration Date)

Notary Public

My Commission Expires:

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10a.
MEETING DATE: August 4, 2014 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Approval to hire EPS Group to design a new waterline along SR 79 from Caliente to Vista Hermosa.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve hiring EPA Group, to design a waterline along SR 79 from Caliente to Vista Hermosa, in an amount not to exceed \$111,460.

BACKGROUND/DISCUSSION:

The Capital Improvement Program provides for the construction of a new 16" waterline along State Route (SR) 79 from Caliente to Vista Hermosa. The waterline will provide a redundant supply of water from Well 1 to the new 1 MG reservoir currently under design in Vista Hermosa.

FINANCIAL IMPACT:

The cost to design the new waterline is \$111,460. \$200,000 has been identified in the current FY 2014/2015 budget. Construction is planned for next fiscal year.

STAFF RECOMMENDATION:

Staff recommends approval to hire EPS Group, to design a new waterline along SR 79 from Caliente to Vista Hermosa, in an amount not to exceed \$111,460.

ATTACHMENTS:

Agreement
Proposed Scope of Work

PROFESSIONAL SERVICE AGREEMENT BETWEEN
TOWN OF FLORENCE
AND
EPS GROUP

This agreement, made and entered into on _____, 2014 by and between **Town of Florence**, hereinafter referred to as **TOWN**, and EPS Group, hereinafter referred to as **ENGINEER**:

WHEREAS, the TOWN has need for professional engineering services as described herein; and

WHEREAS, the ENGINEER has the expertise and qualifications required to perform the needed professional engineering services, as described herein; and

WHEREAS, the ENGINEER and TOWN wish to enter into an agreement, hereinafter referred to as the **AGREEMENT**, for the furnishing of professional engineering services as described herein.

THEREFORE, in consideration of the mutual promises, covenants, terms and conditions of the parties hereto, it is agreed as follows:

SECTION 1 - OBLIGATIONS OF THE ENGINEER

- 1.1 **Authorization to Perform Work:** Specific work to be performed by the ENGINEER shall be defined and authorized in writing by both the ENGINEER and the TOWN prior to commencing work. Any form of Authorization, be it by Task Order, email approval, etc. shall become a supplement to and part of this AGREEMENT. Each Authorization will define services to be performed, schedule for performance of those services and compensation for performance of those services.
- 1.2 **Point of Contact:** ENGINEER shall designate, in writing, a Project Manager who will act as primary point of contact and ENGINEER's representative with respect to the services rendered under this AGREEMENT.
- 1.3 **Standard of Care:** All services performed by ENGINEER, or under its direction, shall be rendered in accordance with the prevailing standard of skill and care of the engineering profession at the time and in the area where the services are to be performed.

1.4 Opinions of Cost: In providing opinions of cost, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate cost or schedule of the facility being analyzed. Therefore, the ENGINEER makes no warranty that actual costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

1.5 Personnel at the Construction Site:

1.5.1 The presence or duties of the ENGINEER's personnel at a construction site, whether as onsite representative or otherwise, does not make the ENGINEER or its personnel in any way responsible for those duties that belong to TOWN and/or any construction contractors or other entities, and does not relieve any construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with any agreements between the TOWN and such construction contractors, and any health or safety precautions required in the performance of such construction work.

1.5.2 The ENGINEER and its personnel have no authority to exercise any control over any construction contractors or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractors or other entities or any other persons at the site except ENGINEER's own personnel.

1.5.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing the TOWN a greater degree of confidence that the completed work will conform generally to any AGREEMENT between the TOWN and any construction contractor and that the integrity of the design concept has been implemented and preserved by such contractor. Therefore, ENGINEER agrees that it will timely inform TOWN if ENGINEER observes work being performed in a manner which does not conform to the specifications and requirements of ENGINEER. ENGINEER neither guarantees the performance of any contractors nor assumes responsibility for such contractors' failure to perform their work. Construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

- 1.6 **Deliverables:** ENGINEER's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for TOWN or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
- 1.7 **Insurance:** ENGINEER agrees to provide the following insurance coverage, at ENGINEER's own expense for the entire duration of any project and for two (2) years thereafter:
- 1.7.1 Compensation Insurance. ENGINEER shall procure and maintain Workers Compensation Insurance and Employer's Liability Insurance as required by the State of Arizona, for all employees engaged in any work performed for TOWN. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- 1.7.2 Commercial General Liability. ENGINEER shall procure and maintain Commercial General Liability Insurance for bodily injury, personal injury, and broad form property damage, in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit and aggregate coverage per occurrence, including but not limited to endorsements for the following coverage's: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.
- 1.7.3 Automobile Liability Insurance. ENGINEER shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with ENGINEER's business in an amount of not less than One Million Dollars (\$1,000,000) combined single limit coverage per occurrence.
- 1.7.4 Professional Liability Insurance. ENGINEER shall procure and maintain Professional Liability Insurance for protection against claims arising out of the performance of services under this AGREEMENT caused by negligent errors, omissions, or other acts for which ENGINEER, its employees, Subconsultants, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate. If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this AGREEMENT.
- 1.7.5 Subconsultants. ENGINEER shall require each Subconsultant to procure and maintain, during the life of its subcontract, similar insurance as stated herein. All insurance coverage for Subconsultants shall be subject to each of the requirements herein and contain the additional insured endorsement required of ENGINEER described with particularity herein.

1.7.6 Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provisions:

- a) The TOWN, its officers, officials, agents, and volunteers are to be covered as additional insured's as respects ENGINEER's work under this AGREEMENT and shall be added in the form of an endorsement to ENGINEER's insurance on Form CG 20 10 or blanket endorsement equivalent.
- b) All policies or certificates shall be endorsed to provide Thirty (30) days advance written notice of cancellation, non-renewal or reduction in coverage, mailed to the TOWN.

ENGINEER shall not commence work under this AGREEMENT until he has delivered to TOWN the Additional Insured Endorsements required herein.

1.8 Non-Discrimination in Employment: In the performance of work authorized under this AGREEMENT, ENGINEER shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. ENGINEER shall, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

1.9 Adherence to Applicable Disability Law: ENGINEER shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.), and all related state and local laws.

1.10 HIPAA Compliance: ENGINEER shall adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall make his best efforts to preserve data integrity and the confidentiality of protected health information.

1.11 Safety Responsibilities: ENGINEER shall adhere to all applicable requirements in performing work pursuant to this AGREEMENT. ENGINEER agrees that in the performance of work under this AGREEMENT, ENGINEER shall provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

1.12 Compliance With Federal and State Laws

- a) The ENGINEER understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 (the "Acts"), and hereby agrees to comply with all applicable provisions of the Acts in the performance of this Agreement.
- b) If this Agreement pertains to a contract for construction, the ENGINEER agrees to comply with the provisions of Arizona Revised Statutes ("A.R.S.") 34-301 "Employment of Aliens on Public Works Prohibited" and A.R.S. 34-302 "Residence Requirements for Employees".
- c) Under the provisions of A.R.S. 41-4401, the ENGINEER hereby warrants to the Town that the ENGINEER and each of its subconsultants will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and with A.R.S. 23-214(A) "Verification of Employment Eligibility" (hereafter referred to as "ENGINEER Immigration Warranty").
- d) A breach of the ENGINEER Immigration Warranty shall constitute a material breach of this Agreement and shall subject the ENGINEER to penalties including termination of the Agreement at the sole discretion of the Town.
- e) Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the ENGINEER's or Subconsultants' employees who perform work under this Agreement, to ensure that the ENGINEER and Subconsultants are complying with the ENGINEER Immigration Warranty. ENGINEER agrees to assist the Town in regard to any such inspections.
- f) The Town may, in its sole discretion, conduct random verification of the employment records of the ENGINEER and any Subconsultants to ensure compliance with the ENGINEER Immigration Warranty. ENGINEER agrees to assist the Town, upon request, with regard to any random verification performed by the Town.
- g) Neither the ENGINEER nor any Subconsultant shall be deemed to have materially breached the ENGINEER Immigration Warranty if the ENGINEER or Subconsultant establishes that it has complied with the employment verification requirements of the federal Immigration and

Nationality Act, 8 U.S.C.A. 1324(a) and 8 U.S.C.A. 1324 (b)(1)(A), et seq., and the E-Verify requirements of A.R.S. 23-214(A).

h) ENGINEER agrees to include the provisions of this section in any contract the ENGINEER enters into with any and all of its Subconsultants who provide services under this Contract or any subcontract. "Services", as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by the ENGINEER or Subconsultant. "Services" also includes construction or maintenance of any structure, building, transportation facility or improvement of real property.

1.13 Conflict of Interest: ENGINEER hereby covenants that it has, at the time of the execution of this AGREEMENT, no interest, direct or indirect, and that it shall not acquire any interest in the future, direct, or indirect, which would conflict in any manner or degree or performance of services required to be performed under this AGREEMENT. ENGINEER further covenants that in the performance of this work, no person having such interest shall be employed.

SECTION 2 - OBLIGATIONS OF THE TOWN

2.1 Information: TOWN shall provide criteria and full information concerning TOWN's requirements for the work to be performed by the ENGINEER, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations. Provide to ENGINEER information pertinent to the work to be performed by the ENGINEER including previous reports and any other existing data relative to the work to be performed by the ENGINEER. Give prompt written notice to ENGINEER whenever TOWN observes or otherwise becomes aware of any defect in the work of construction contractors.

2.2 Timely Review: Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, and render decisions pertaining thereto within a reasonable time, not to exceed thirty (30) days without mutual consent, so as not to delay the performance of services by ENGINEER.

2.3 Point of Contact: Designate, in writing, a person to act as TOWN's representative and primary point of contact with respect to the services rendered under this AGREEMENT.

2.4 Access: Make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment consistent with TOWN's standard practices as required by ENGINEER for such access. TOWN will be responsible for all acts of TOWN's personnel or those operating under contract with the TOWN.

2.5 **Asbestos:** If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. If asbestos is suspected, the ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, the ENGINEER, if requested, will conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. To the maximum extent permitted by law, TOWN will indemnify ENGINEER and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the PROJECT.

Construction Contract Terms: TOWN agrees to include in all construction contracts the provisions of Paragraph 1.6, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of TOWN and ENGINEER for contractors' negligence.

2.6 **Insurance:** TOWN agrees to provide the following insurance coverage for the entire duration of the project:

2.6.1 Property insurance on all pre-existing physical facilities associated with the work to be performed by the ENGINEER.

2.6.2 A waiver of subrogation as to all TOWN-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, its officers, employees, affiliates, and subconsultants.

2.6.3 A Builders Risk All Risk insurance policy for the full replacement value of all work including the value of all onsite TOWN-furnished equipment and/or materials associated with the ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to the ENGINEER and the construction contractors (or TOWN), and their respective officers, employees, agents, affiliates and subconsultants.

SECTION 3 - PAYMENT

3.1 **Payment Terms:** Payment terms shall be agreed to, in writing, between TOWN and ENGINEER for each Authorization to perform work. Payment terms for a series of Authorizations may be entered into if so desired by both parties.

3.2 **Invoicing:** ENGINEER will, as appropriate, submit invoices to TOWN once per month, on or prior to the 10th day of that month.

3.3 **Payment of Invoices:** Following receipt of invoice from the ENGINEER, payment will be made by the TOWN to the ENGINEER within 30 days for the amount requested in the invoice, as approved by the TOWN.

SECTION 4 - TIME OF PERFORMANCE

4.1 **Time:** Time of Performance for services under this AGREEMENT shall be defined in each Authorization.

4.2 **Progress Reporting:** ENGINEER shall report its progress under this AGREEMENT upon request by TOWN. ENGINEER shall plan its performance of services to accomplish timely completion, and shall promptly notify TOWN of any anticipated delay that may affect ENGINEER's time of performance.

SECTION 5 - PERIOD OF SERVICE

5.1 **Term:** This AGREEMENT shall remain in effect until such time as TOWN no longer has need of ENGINEER's services, unless terminated earlier in accordance with Section 5.2.

5.2 **Termination:** This AGREEMENT may be terminated as follows:

5.2.1 By mutual consent of the parties; or

5.2.2 By TOWN upon 30 days written notice thereof to ENGINEER for any reason or for no reason at all; or

5.2.3 By ENGINEER upon 30 days written notice thereof to TOWN in the event that TOWN fails to perform its obligations under this AGREEMENT.

5.2.4 Should TOWN terminate this AGREEMENT for their convenience, TOWN shall pay ENGINEER for the services provided by the ENGINEER, as authorized by the TOWN up to the point of contract termination - as reasonable termination costs.

5.3 If the project is suspended by TOWN for more than 90 consecutive days, ENGINEER shall be compensated for services performed and accepted prior to notice of suspension. When the project is resumed, TOWN agrees to provide an equitable adjustment for ENGINEER's delay expenses and wage and salary increases caused by suspension.

SECTION 6 - LEGAL RELATIONSHIP

6.1 **Authorization to Proceed:** Execution of this AGREEMENT by TOWN will be authorization for ENGINEER to proceed with any requested work.

6.2 **Independent Contractor:** ENGINEER is for all purposes an independent contractor. In no event shall ENGINEER or any personnel retained by ENGINEER be deemed an agent or employee of TOWN or engaged by the TOWN for the account of or on behalf of TOWN. ENGINEER shall maintain

full control and responsibility of the means and methods of ENGINEER's services.

- 6.3 Assignment of Work:** This is a bilateral personal Services AGREEMENT. Neither party shall assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.
- 6.4 Reuse of PROJECT Documents:** All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. TOWN agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.
- 6.5 Indemnification:** ENGINEER agrees to indemnify, and hold harmless TOWN from any claims, damages, losses, and costs, including but not limited to, attorney's fees and litigation costs, arising out of claims to the extent caused in whole or in part by the negligent or intentional act, error or omission of ENGINEER, ENGINEER's employees, affiliated corporations, officers, and subcontractors. TOWN agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of TOWN, or its employees or contractors in connection with the PROJECT.
- 6.6 Consequential Damages:** To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for TOWN's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, TOWN will indemnify ENGINEER for any such damages.
- 6.7 Force Majeure:** ENGINEER shall not be responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond its control.
- 6.8 Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than TOWN and ENGINEER and has no third-party beneficiaries.

6.9 Dispute Resolution: The TOWN and ENGINEER will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.10 Severability and Survival:

6.10.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.10.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.11 Intellectual Property: All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. TOWN shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

6.12 Entire Agreement: This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral AGREEMENTs are integrated herein and are superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT shall be in writing and signed by the parties.

SECTION 7 - GOVERNING LAW

7.1 This AGREEMENT is to be governed and construed in accordance with the laws of the State of Arizona. The venue of any legal dispute relating to this AGREEMENT or the services provided hereunder shall be Pinal County, Arizona.

IN WITNESS WHEREOF duly authorized representatives of the parties have signed this AGREEMENT with the effective date, the year and day first written above.

Town of Florence

EPS Group

By
:

Charles A. Montoya, Town Manager

775 N. Main Street
Florence, AZ 85132

Address

By:

Elijah Williams, President

2045 S. Vineyard, Suite 101
Mesa, Arizona 85210

Address

43-2017157

Employer I.D. No.

Approved as to Form

By
:

James Mannato, Town Attorney

TOWN OF FLORENCE SR 79 TO RESERVOIR TRANSMISSION MAIN

Project Number: TOF WU-74

PROPOSED SCOPE OF WORK DESIGN SERVICES

PROPOSED IMPROVEMENTS:

The project will design and prepare construction documents for a new 16" water transmission main (possibly a 12") within SR 79 and California Boulevard alignments. This will include needed water main well/reservoir connections. It is anticipated that the water line will commence near Saguaro Drive and SR 79 and continue north along the west side of SR 79 and within ADOT right-of-way to the California boulevard alignment. The waterline will then continue west within the roadway to the proposed reservoir. Some connections to existing water mains and/or stubs for future mains may be required along the route but connections into each water meter or water service are not anticipated. The total length of water main will comprise approximately 1.5 miles.

This project will be constructed using the Design, Bid, Build project delivery method.

TASK 1 – ALIGNMENT IDENTIFICATION

- A. Obtain background information, identify and prioritize alignment alternatives and coordinate with the Town on preferred alignment location.

TASK 2 – DATA COLLECTION

- A. Obtain and review available information required for the design of the project. Information may include, but will not be limited to, the following:
 - As-Built Drawings
 - Aerial Photography
 - Engineering Studies and Reports
 - Current Town of Florence project data, GIS files, etc.

TASK 3 – FIELD INVESTIGATIONS

- A. Topographic Surveys
 1. Conduct topographic survey along the pipeline route as required for the design of the project.
 2. The survey shall include as a minimum project control, surface elevations, controls for underground utilities, and physical features. Survey to be by

GPS equipment and capable of producing a digital terrain model (DTM).
A DTM will be provided.

3. The survey shall be per Town of Florence datum. Provide mapping at a scale of 1" = 20'. Cross sections taken at 100' intervals for approximately 8200 LF. Beginning approximately 350' south of the intersection of E. Ocotillo Dr. & SR 79 then north along SR 79 to the intersection with California Blvd., then west along the California Blvd. alignment approximately 3200 feet to the end. In addition an approximately 1200' x 900' area at the west end of the above alignment will be surveyed with a 100' x 100' grid all within the Town of Florence., being located in Sections 13 & 24 of T.4S., R.9E, G&SRM, Pinal County, Arizona. A typical cross section will locate features within the existing right-of-way of the streets such as existing curb, gutter, drainage features, sidewalk, driveway cuts, walls and fences, signs, existing blue stake paint marks, and visible utilities. The side of buildings that fall near right of way lines will be located and measured and shown on the topographic drawing.

Visible existing utilities will be located in the field and/or from record drawings obtained from utility companies will be added to the topographic data base.

The following section corner monuments will be searched for to establish the horizontal control for the project:

T4S, R9E:

Section 13: S1/4 corner, SE corner, SW corner, E1/4 corner, Center & W1/4 Corner

Section 24: W1/4 corner, Center, E1/4 corner, SW corner, S1/4 corner & SE corner

Street centerline monumentation will be searched for and located along the project corridor and shown in the topographic data base. Lot lines and right of way lines will be depicted on the topographic base map and will be based on the best available information obtained from Pinal County Assessor records, recorded plats and townsite maps.

Elevations will be per Town of Florence Datum. Temporary benchmarks will be established at two locations along, but outside the construction limits of the project corridor.

The topography will be utilized for the development of improvement plans. No formal topographic survey drawing will be prepared.

B. Utility Coordination

1. Utility information shall be included with the base mapping per as-built information obtained from Bluestake-identified utility companies in the project corridor.
2. Based on as-built information and field reconnaissance. EPS will provide potholing as required to complete the water main design (20 holes are anticipated).
3. Meet with the Town staff and utilities, as required, to resolve issues related to potential utility conflicts.

TASK 4 – DESIGN

- A. Preliminary Design (30%)
1. Prepare preliminary (30%) plans of the water line
 - a. Design shall be based on Town of Florence and appropriate MAG Standard Details.
 - b. All drawings shall be prepared using AutoCAD in a Town accepted format.
 - c. Proposed alignment
 1. The Consultant shall consider the following in developing the proposed alignment:
 - Technical Considerations
 - Potential Conflicts with other utilities, structures and/or projects
 - Impact on traffic during construction
 - Construction Impacts on Existing Property
 - Project Costs
 - Ease of Construction
 - d. The proposed horizontal and vertical alignment of the proposed water line will be shown. Submit three (3) full size copies of the preliminary plans to the Town for internal distribution and review.
 - e. EPS will distribute the preliminary plans to the appropriate utility companies for their review and comments
 2. Identify proposed utility relocations, if required.
 3. Prepare a preliminary estimate of probable construction cost.
 4. Meet with Town of Florence to review comments and resolve potential conflicts.
 5. No design reports are anticipated in conjunction with this project.
- B. Final Design (95%)
1. Prepare Final (95%) Plans of the sanitary water line.
 - a. Drawings shall show the final horizontal alignment, pipeline profile including all utility crossings, proposed stub outs locations and details, location of manholes, standard and special details with cross references, and General and Construction Notes with cross references.
 - b. Prepare an estimate of probable construction cost.
 2. Prepare Technical Specifications based on MAG. Any Town standard special provisions or technical specifications will be provided by the Town.
 3. Submit three (3) copies of Items 1 through 2 identified above, including redline drawings from 30% review, to the Town for review and comments.
 4. Meet with Town of Florence staff to review Final Design comments and adjudicate as necessary.
 5. Coordinate/Hold Agency comment review/resolution meeting.
 6. Legal Descriptions and Exhibits for easements/right-of-way (if required) will be prepared under change order at a cost of \$720 per each.

7. Submit Plans to ADEQ for review. It is anticipated that the Town will require the expedited review. Review fees will be a reimbursable expense.
 8. Utility Relocation Drawings, if required, will be added to the contract by a contract modification.
- C. Bid Documents (100%)
1. Modify Final Plans and Specifications, as required, to incorporate final review comments.
 2. Provide one (1) presubmittal copy of 100% plans and technical specifications including the 95% redline review set to the Town's Project Manager prior to submitting the reproducible documents.
 3. Submit one (1) set of reproducible sealed plans, on mylar, and one (1) copy of reproducible specifications to the Town upon authorization by the Town's Project Manager. Submit final estimate of probable construction cost. Reproduction and distribution of Bid Documents will be done by the Town.
 4. Provide final drawings and technical specifications in electronic format on CD. Drawing files and specifications will be in AutoCAD and Microsoft Word respectively.

TASK 5 – BIDDING ASSISTANCE

- A. EPS will answer technical questions that may arise during the bidding period.
- B. EPS will prepare addenda to the Contract Documents during the bidding period, including revisions to the drawings and specifications, as required.
- C. EPS will prepare the bid documents for this project, will assist the Town in reviewing bids, and participate in bid opening. The Town will provide generic bid documents for use by EPS. The Town will handle bid advertisement.

TASK 6 –PROJECT MANAGEMENT DURING DESIGN

The Consultant shall perform the following management tasks during the project:


- A. Project Direction
 1. Direct the activities of the Consultant's project team and resolve technical, staffing, schedule, and cost issues.
- B. Progress Reports
 1. Prepare and submit progress reports to the Town monthly in a format acceptable to the Town. Progress reports shall be submitted with the Consultant's monthly invoice.
- C. Project Control
 1. Develop and implement a project control system to document, monitor evaluate, and resolve issues related to project schedule and budget. The control system should track, as a minimum, schedule and budget related to project deliverables and milestones.

TASK 7 – PROJECT COORDINATION DURING DESIGN

- A. Client Coordination: Coordinate project progress with the Town of Florence staff as described in Tasks 1 through 6 above.
- B. Utility Coordination: Identify the existing and proposed utilities and structures along the project route as described in Task 3 above. EPS will coordinate submittals and request as-builts from the affected utilities.
- C. Obtain approval to construct (ATC) from the Arizona Department of Environmental Quality (ADEQ).
- D. Coordinate design plans with ADOT Tucson District for right-of-way and construction permitting. It is anticipated that up to 2 meetings may be required.

Exclusions:

- Geotechnical Investigations
- No public meeting is anticipated

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10b.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 619-14: Magic Ranch Annexation No. 2013-01		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

First reading of this ordinance on August 4, 2014.

After the second reading on a future date, motion to adopt Ordinance No. 619-14 for the Magic Ranch Annexation 2013-01.

BACKGROUND/DISCUSSION:

The proposed Magic Ranch annexation area encompasses a land area of approximately 2,571 acres or 4.02 square miles. The subject area is generally bound by the Gila River Indian Community to the west, the Copper Basin Railroad to the east, Arizona Farms Road to the north and State and Federal land to the south.

Growth is occurring in Magic Ranch today. If the Town annexes this area, the Town can capitalize on permit revenues, sales taxes and the collection of Development Impact Fees. Magic Ranch has a permitted build out of 6,478 dwelling units. Nearly 1,500 dwelling units exist in Magic Ranch today, and hundreds of lots are ready for vertical development. Additional lots are in various stages of entitlements and engineering. This means that Magic Ranch has the capacity to maintain consistent production of rooftops for many years to come.

Magic Ranch is the largest planned community within this annexation area. Much of the Magic Ranch master plan is yet to be constructed, and there are other current low density areas within these annexation areas that likely will develop with more intense uses over time. Ultimately, this likely will result in at least a doubling of single-family home construction activity over what would be expected just within the Town's only existing active development, Anthem at Merrill Ranch. With the completion of the Magma Dam project, additional projects (e.g., Skyview Farms, Sunbelt Holdings, Dobson Farms, etc.) in the north area of Florence are expected to come on line, further accelerating growth and development activities.

These areas will develop whether they are incorporated or not, as seen by the recent history of the San Tan Valley area. If these areas develop in unincorporated Pinal County, the Town would likely have to contend with the challenging issues that come with growth in areas generally surrounded by the Town, while not being able to appreciate the positive fiscal benefits of growth. For example, the Town would experience increasing pressures on municipal park facilities from new residents in this area that did not pay development fees to support new parks and are not paying local property taxes to support the operational costs of municipal parks.

The added rooftops equates to added population, positively impacting future non-residential development opportunities. The control of major arterial corridors (Hunt Highway and Arizona Farms Road within the Magic Ranch annexation area and Arizona Farms Road and Felix Road within the Arizona Farms annexation area), adds to the Town's ability to plan for and encourage non-residential land uses along these critical arterial corridors. The future alignment of the ADOT North-South Freeway alignment within the Arizona Farms annexation and the likely freeway interchange on Arizona Farms Road would facilitate opportunities for intense, revenue-generating, employment creating, non-residential development.

Opportunities for higher density residential development would also exist and be complementary to the projected commercial and employment development. Without this annexation, there could be a scenario where major commercial and employment development occurs on land outside of the Town's corporate limits, thus depriving the Town of substantial revenues. The employment possibilities along these major arterial corridors could help the Town diversify from a government and prison based economy.

Overall, this annexation is consistent with the growth plans envisioned by the Town's 2020 General Plan and the annexation policies of the Mayor and Council of the Town of Florence. These annexations allow Florence to grow into its planning area, something that could be constrained over time as areas such as these build out and adjacent areas incorporate.

FINANCIAL IMPACT:

The financial impact of the proposed annexation is discussed in detail in the two annexation reports that were previously presented to the Mayor and Council of the Town of Florence. The Magic Ranch development will require immediate Town Fire and Police protection upon annexation. A new police beat will be created to provide public safety resulting in a financial impact to the Town. Town staff and Jim Rounds, with Elliot D. Pollack & Company, provided an overview of "Fiscal Impact Cost/Benefit Analysis – Magic Ranch and Arizona Farms Annexations" to the Mayor and Council. Staff contends that the future development of the Magic Ranch area will have a positive fiscal impact on the Town.

RECOMMENDATION:

Motion to adopt Ordinance No. 619-14 for the Magic Ranch Annexation 2013-01.

ATTACHMENTS:

Ordinance No. 619-14
Exhibit A
Exhibit B

ORDINANCE NO. 619-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF FLORENCE, ARIZONA AND PROVIDING FOR A RESCISSION OF SUCH ANNEXATION IF THE ANNEXATION IS CHALLENGED (MAGIC RANCH ANNEXATION NO. 2013-01).

WHEREAS, a blank petition was filed with Pinal County Recorder's Office with a true and correct description of all exterior boundaries of the entire area proposed to be annexed and which has had attached thereto at all times an accurate map of the territory to be annexed; and thereafter, a public hearing was noticed and held within the last ten days of the thirty day waiting period pursuant to A.R.S. § 9-471; and

WHEREAS, a petition has been presented in writing to the Mayor and Council of the Town of Florence, Arizona, signed, not earlier than thirty days the filing of a blank petition and not later than one year after the thirty day waiting period after the filing of the blank petition, by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the Town of Florence in the event of annexation as shown by the last assessment of the property and which said territory is contiguous to the Town of Florence, asking that the property, and which said territory is contiguous to the Town of Florence, asking that the property more particularly hereinafter described be annexed to the Town of Florence, and to extend and increase the corporate limits of the Town of Florence, so as to embrace the same; and

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

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

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

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the Town Clerk of the Town of Florence, Arizona, together with the original petition referred to herein:

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. The territory described in the legal description and map attached as Exhibits "A" and "B" by this reference incorporated herein is annexed to the Town of Florence, and the present corporate limits are extended and increased to include the described territory.
2. This annexation shall become final after expiration of thirty days from the adoption of this ordinance: provided however, if any party files a verified petition with the Town regarding the validity of the annexation, then upon the request of the owners of the territory to be annexed, the Town promptly and within thirty days of the adoption of this ordinance shall rescind this ordinance.
3. The Town Clerk is hereby directed immediately after this annexation becomes final to record a certified copy of this ordinance together with all exhibits hereto with the Pinal County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this _____ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney



**Exhibit A
Legal Description
Annexation 2013-01: Magic Ranch Annexation
2,571 Ac, m.o.l.**

Those portions of Township 4 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona described as follows:

Section 1

That portion of Section 1 lying Southwesterly of the Southwesterly right-of-way line of the Union Pacific Railroad (as shown on Pinal County Assessor Map 200-24_3 dated 5-11-2012).

Section 2

All of Section 2.

Section 3

The East Half of Section 3.

Section 10

The Northeast Quarter of Section 10.

Section 11

All of Section 11.

Section 12

The West Half of Section 12.
The West Half of the Northeast Quarter of Section 12.



That portion of Township 3 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona described as follows:

Section 36

That portion of the Southwest Quarter of Section 36 lying Southwesterly of the Southwesterly right-of-way line of the Union Pacific Railroad (as shown on Pinal County Assessor Map 210-32 dated 9-9-2008).

Section 34

The South 75 feet of the Southeast Quarter of Section 34.

Section 35

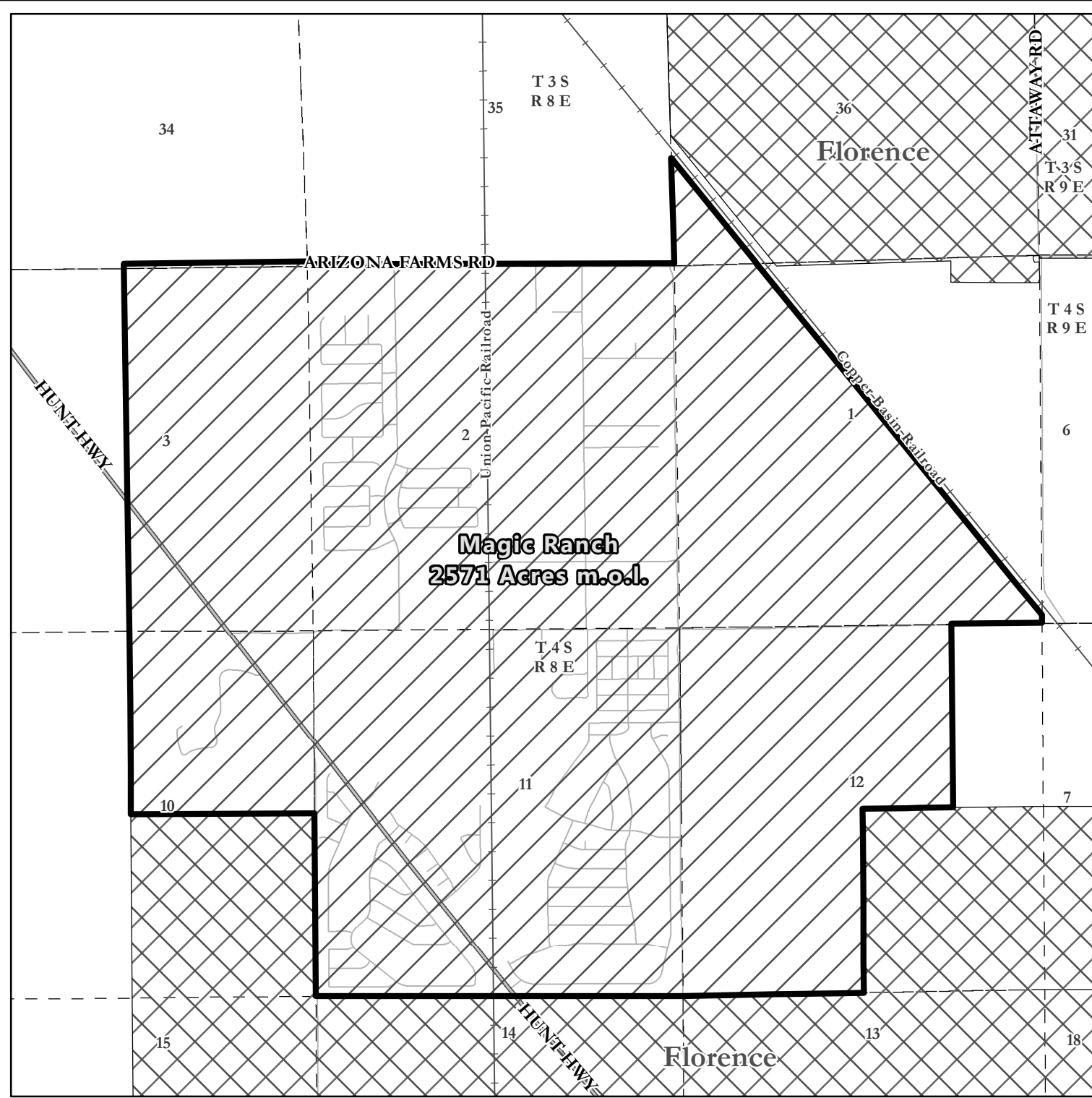
The South 40 feet of Section 35.

Prepared by:

THE WLB GROUP, INC.

Jack A. Buchanan, RLS







Town of Florence

Exhibit B

Map of Magic Ranch Annexation

2013-01

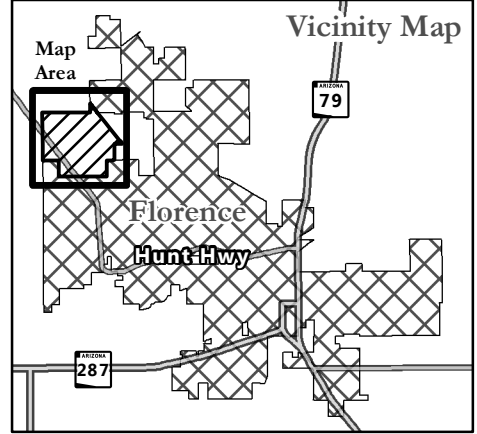
Annexation Area: 2,571 Acres


-  Proposed Annexation
-  Town of Florence

Date: 7/15/2014



This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein. 2014-01



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10c.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Ordinance No. 620-14: Arizona Farms Annexation No. 2013-02		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

First Reading of this ordinance on August 4, 2014.

After the second reading on a future date, motion to adopt Ordinance No. 620-14 for the Arizona Farms Annexation 2013-02.

BACKGROUND/DISCUSSION:

The proposed Arizona Farms annexation area encompasses a land area of approximately 1,171 acres or 1.89 square miles. The subject area is generally bound by the Copper Basin Railroad to the west, Felix Road to the east, Arizona Farms Road to the north and the Anthem at Merrill Ranch community to the south.

Growth is occurring in Arizona Farms area today. If the Town annexes this area, the Town can capitalize on permit revenues, sales taxes and the collection of Development Impact Fees. Several homes exist and hundreds of lots are ready for vertical development. Additional lots are in various stages of entitlements and engineering.

The majority of the Arizona Farms master plan is yet to be constructed and there are other current low density areas within these annexation areas that likely will develop with more intense uses over time. Ultimately, this likely will result in at least a doubling of single-family home construction activity over what would be expected just within the Town's only existing active development, Anthem at Merrill Ranch. With the pending completion of the Magma Dam project, additional projects (e.g., Skyview Farms, Sunbelt Holdings, Dobson Farms, etc.) in the north area of Florence are expected to come on line, further accelerating growth and development activities.

These areas will develop whether they are incorporated or not, as seen by the recent history of the San Tan Valley area. If these areas develop in unincorporated Pinal

County, the Town would likely have to contend with the challenging issues that come with growth in areas generally surrounded by the Town, while not being able to appreciate the positive fiscal benefits of growth. For example, the Town would experience increasing pressures on municipal park facilities from new residents in this area that did not pay development fees to support new parks and are not paying local property taxes to support the operational costs of municipal parks.

The added rooftops equates to added population, positively impacting future non-residential development opportunities. The control of major arterial corridors (Hunt Highway and Arizona Farms Road within the Magic Ranch annexation area and Arizona Farms Road and Felix Road within the Arizona Farms annexation area), adds to the Town's ability to plan for and encourage non-residential land uses along these critical arterial corridors. The future alignment of the ADOT North-South Freeway alignment within the Arizona Farms annexation and the likely freeway interchange on Arizona Farms Road would facilitate opportunities for intense, revenue-generating, employment creating, non-residential development.

Opportunities for higher density residential development would also exist and be complementary to the projected commercial and employment development. The Town would have control of all four corners of this interchange if the Arizona Farms annexation is completed. Without these annexations, there could be a scenario where the major commercial and employment development at this interchange occurs on land outside of the Town's corporate limits, thus depriving the Town of substantial revenues. The employment possibilities along these major arterial corridors could help the Town diversify from a government and prison based economy.

Overall, this annexation is consistent with the growth plans envisioned by the Town's 2020 General Plan and the annexation policies of the Mayor and Council of the Town of Florence. These annexations allow Florence to grow into its planning area, something that could be constrained over time as areas such as these build out and adjacent areas incorporate.

FINANCIAL IMPACT:

The financial impact of the proposed annexation is discussed in detail in the two annexation reports that were previously presented to the Mayor and Council of the Town of Florence. The Arizona Farms development will require immediate Town Fire and Police protection upon annexation. A new police beat will be created to provide public safety resulting in a financial impact to the Town. Town staff and Jim Rounds, with Elliot D. Pollack & Company, provided an overview of "Fiscal Impact Cost/Benefit Analysis – Magic Ranch and Arizona Farms Annexations" to the Mayor and Council. Staff contends that the future development of the area a positive fiscal impact on the Town.

RECOMMENDATION:

Motion to adopt Ordinance No. 620-14 for the Arizona Farms Annexation 2013-02.

ATTACHMENTS:

Ordinance No. 620-14
Exhibit A
Exhibit B

ORDINANCE NO. 620-14

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF FLORENCE, ARIZONA AND PROVIDING FOR A RESCISSION OF SUCH ANNEXATION IF THE ANNEXATION IS CHALLENGED (ARIZONA FARMS ANNEXATION NO. 2013-02).

WHEREAS, a blank petition was filed with Pinal County Recorder's Office with a true and correct description of all exterior boundaries of the entire area proposed to be annexed and which has had attached thereto at all times an accurate map of the territory to be annexed; and thereafter, a public hearing was noticed and held within the last ten days of the thirty day waiting period pursuant to A.R.S. § 9-471; and

WHEREAS, a petition has been presented in writing to the Mayor and Council of the Town of Florence, Arizona, signed, not earlier than thirty days the filing of a blank petition and not later than one year after the thirty day waiting period after the filing of the blank petition, by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the Town of Florence in the event of annexation as shown by the last assessment of the property and which said territory is contiguous to the Town of Florence, asking that the property, and which said territory is contiguous to the Town of Florence, asking that the property more particularly hereinafter described be annexed to the Town of Florence, and to extend and increase the corporate limits of the Town of Florence, so as to embrace the same; and

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

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

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

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the Town Clerk of the Town of Florence, Arizona, together with the original petition referred to herein:

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. The territory described in the legal description and map attached as Exhibit "A" and "B" by this reference incorporated herein is annexed to the Town of Florence, and the present corporate limits are extended and increased to include the described territory.
2. This annexation shall become final after expiration of thirty days from the adoption of this ordinance: provided however, if any party files a verified petition with the Town regarding the validity of the annexation, then upon the request of the owners of the territory to be annexed, the Town promptly and within thirty days of the adoption of this ordinance shall rescind this ordinance.
3. The Town Clerk is hereby directed immediately after this annexation becomes final to record a certified copy of this ordinance together with all exhibits hereto with the Pinal County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this _____ day of _____, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney



**Exhibit A
Legal Description
Annexation 2013-02: Arizona Farms Annexation
1,171 Ac, m.o.l.**

Those portions of Township 4 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona described as follows:

Section 1

All of Section 1 lying Northeasterly of the Northeasterly right-of-way line of the Copper Basin Railroad;

EXCEPT the following described parcel (tax assessor parcel numbers 200-24-001M, 200-24-001G, and 200-24-001F as shown on Pinal County Assessor Map 200-24_3 dated 5-11-2012):

Commencing at the Northeast corner of Section 1;

Thence Westerly along the North line of Section 1 a distance of 89.42 feet to the POINT OF BEGINNING;

Thence Southerly a distance 45.57 feet;

Thence Southeasterly a distance 52.88 feet;

Thence Easterly a distance of 72.26 feet to a point on the East line of Section 1;

Thence Southerly along the East line of Section 1 a distance of 248.47 feet;

Thence Southwesterly a distance of 30.30 feet;

Thence Southerly a distance of 22.78 feet;

Thence Westerly a distance of 447.74 feet;

Thence Northerly a distance of 13.27 feet;

Thence Westerly a distance of 822.07 feet;



Thence Northerly a distance of 350.90 feet;

Thence Easterly along the North Line of Section 1 a distance of 1184.15 feet to the POINT OF BEGINNING.

AND FURTHER EXCEPTING the North 40 feet of Section 1 lying Northeasterly of the Northeasterly right-of-way line of the Copper Basin Railroad; except the East 1273.57 feet thereof.

That portion of Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona described as follows:

Section 6

All of Section 6 lying Northeasterly of the Northeasterly right-of-way line of the Copper Basin Railroad;

EXCEPT the North 40 feet of Section 6 excluding the East 1669.39 feet thereof;

AND FURTHER EXCEPTING the following described parcel (tax assessor parcel number 200-31-007J as shown on Pinal County Assessor Map 200-31 dated 4-17-2012):

Commencing at the Northeast corner of Section 6 (POINT OF BEGINNING);

Thence Southerly a distance of 1,220 feet along the East line of Section 6;

Thence Westerly a distance of 1,127 feet;

Thence Northerly a distance of 190 feet;

Thence Westerly a distance of 509.39 feet;

Thence Northerly a distance of 1,030 feet to a point on the North line of Section 6;

Thence Easterly a distance of 1,669.39 feet to the POINT OF BEGINNING (Northeast corner of Section 6).

AND FURTHER EXCEPTING the East 33 feet of Section 6; except the North 1,030 feet.



Section 7

The Northeast Quarter of Section 7;

The Southeast Quarter of Section 7;

The East 495.76 feet of the Northwest Quarter of Section 7;

That portion of Section 7 described as follows (as shown on Pinal County Assessor Map 200-31 dated 4-17-2012 and Book 13 of Surveys, Page 152 dated 4-23-2005):

Commencing at the Northwest corner of Section 7;

Thence Easterly a distance of 280.94 feet to the POINT OF BEGINNING;

Thence Easterly a distance of 1839.50 feet;

Thence Southerly a distance of 2279.58 feet to a point on the Northeasterly right-of-way line of the Copper Basin Railroad;

Thence Northwesterly along said right-of-way a distance of 2940.91 feet to the POINT OF BEGINNING.

AND FUTHER EXCEPTING the East 55 feet of the Northeast Quarter of Section 7.

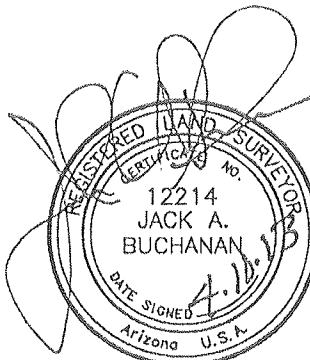
AND FUTHER EXCEPTING the East 50 feet of the Southeast Quarter of Section 7.

AND FUTHER EXCEPTING the South 33 feet of the Southeast Quarter of Section 7.

Prepared by:

THE WLB GROUP, INC.

Jack A. Buchanan, RLS



EXPIRES 3/31/2011
(INDICATES RENEWAL DATE)



Town of Florence

Exhibit B

Map of Arizona Farms Annexation

2013-02

Annexation Area: 1171 Acres



Proposed Annexation



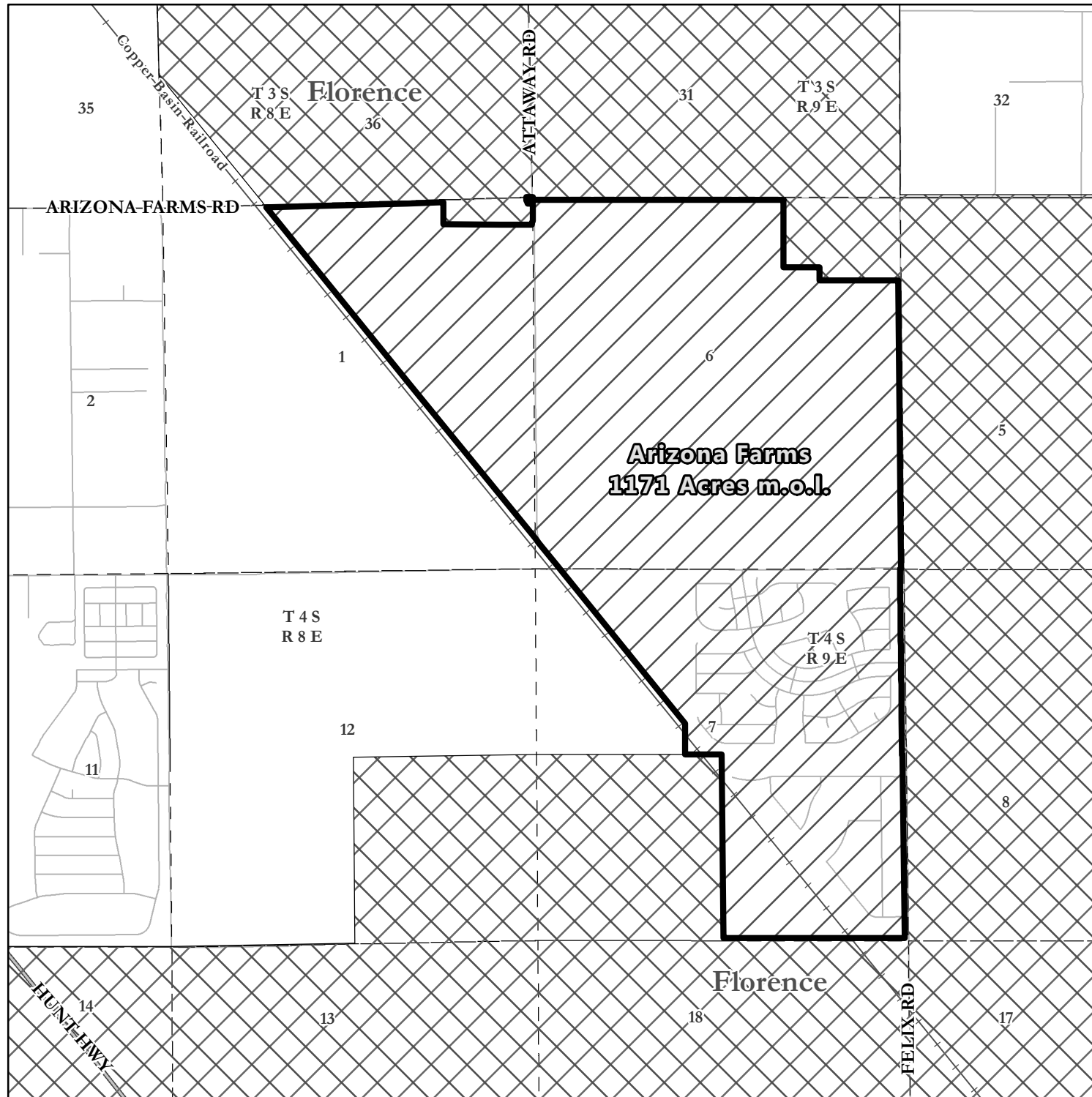
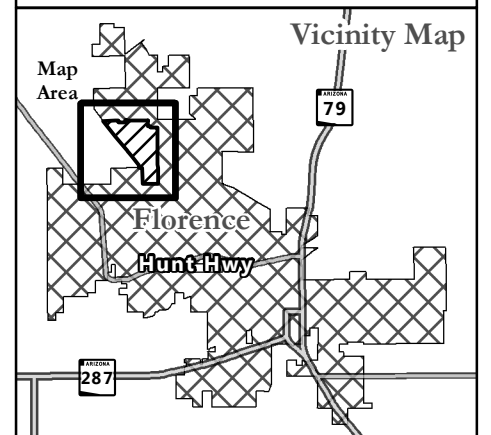
Town of Florence

Date: 7/17/2014



0 375 750 1,500 Feet

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TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10d.

MEETING DATE: August 4, 2014

DEPARTMENT: Community Development

STAFF PRESENTER: Mark Eckhoff, AICP
Community Development Director

SUBJECT: Resolution 1465-14: Pre-Annexation and
Development Agreement with Barclay Holdings
XLIII, LLC, an Arizona Limited Liability Company.

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1465-14, entering into a Pre-Annexation and Development Agreement with Barclay Holdings XLIII, LLC, an Arizona Limited Liability Company.

BACKGROUND/DISCUSSION:

The subject site encompasses a land area of nearly ten acres located within the pending Magic Ranch annexation. The site is located along the west side of the Hunt Highway corridor, generally west of a planned mini-storage facility and the Johnson Utilities Section 11 WWTP. The initial plans for this site include in-line shops and pad sites that would complement a planned grocery store on an adjacent parcel.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and promotes new commercial development within the Town of Florence. It is noted that the PADA commits to not increase Development Impact Fees for the subject site for the ten years of the term of the PADA. In addition, there is a commitment from the Town to not increase the Town's Construction Sales Tax, applicable to the subject site, during the term of the PADA.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 1465-14.

ATTACHMENTS:

Resolution No. 1465-14
PADA

When recorded, return to:

Town Clerk
Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1465-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH BARCLAY HOLDINGS XLIII, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “BARCLAY” PROPERTY).

WHEREAS, the Town of Florence is authorized, pursuant to A.R.S. § 9-500.05, to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, Barclay Holdings XLIII, LLC., the “Owner” plans to develop approximately 9.79 acres located as legally described on Exhibit “A” and shown on Exhibit “B” attached hereto (the “Property”), and desires to annex the Property into the town limits of Florence; and

WHEREAS, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence General Plan applicable to the Property as of the date of this resolution; and

WHEREAS, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. The Pre-Annexation and Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of approximately 9.79 acres is hereby approved, adopted, and made a part hereof as if fully set out in this resolution. If the Town does

not annex the Property in a timely manner following adoption of the Pre-Annexation and Development Agreement, or if the Town rescinds the resolution annexing the Property, the Town promptly and within thirty days of the adoption of this resolution shall rescind this resolution.

2. The Mayor of the Town of Florence, Arizona, is authorized to and shall execute the Pre-Annexation and Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of August, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

EXHIBIT A



LEGAL DESCRIPTION – PARCEL 1 (LOT# 5 & 6)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING A 1928 GLO BRASS CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 10 BEARS $N00^{\circ}11'14''W$, A DISTANCE OF 2636.06 FEET, SAID POINT BEING A 1928 GLO BRASS CAP;

THENCE $N00^{\circ}11'14''W$ ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 529.20 FEET;

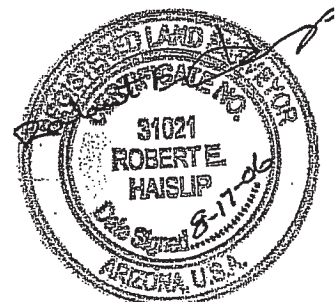
THENCE $S89^{\circ}48'46''W$, A DISTANCE OF 190.22 FEET TO THE POINT OF BEGINNING;

THENCE $S89^{\circ}34'14''W$, A DISTANCE OF 561.37 FEET;
THENCE $N52^{\circ}21'27''E$, A DISTANCE OF 235.61 FEET;
THENCE $N07^{\circ}38'44''W$, A DISTANCE OF 38.53 FEET;
THENCE $N37^{\circ}38'44''W$, A DISTANCE OF 17.03 FEET;
THENCE $N52^{\circ}21'16''E$, A DISTANCE OF 137.16 FEET;
THENCE $N37^{\circ}38'33''W$, A DISTANCE OF 37.18 FEET;
THENCE $N52^{\circ}21'27''E$, A DISTANCE OF 217.57 FEET;
THENCE $N37^{\circ}38'44''W$, A DISTANCE OF 49.00 FEET;
THENCE $N52^{\circ}21'16''E$, A DISTANCE OF 164.59 FEET;
THENCE $S37^{\circ}38'44''E$, A DISTANCE OF 10.00 FEET;
THENCE $N52^{\circ}21'16''E$, A DISTANCE OF 73.46 FEET;

THENCE $S37^{\circ}38'53''E$, A DISTANCE OF 141.20 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 628.00 FEET OF WHICH THE RADIUS POINT LIES $S52^{\circ}26'22''E$;

THENCE ALONG SAID CURVE, TO THE LEFT, A DISTANCE OF 531.51 FEET THROUGH A CENTRAL ANGLE OF $48^{\circ}29'33''$, TO THE POINT OF BEGINNING;

CONTAINING 185,671 SQUARE FEET OR 4.26 ACRES, MORE OR LESS.



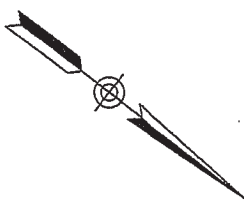
APN# 200-25-002
 OWNER: MAGIC LAKE 80 L.L.C.
 07-31-2004

LOT #6
 140,472 SQ. FT.
 3.22 AC

WALKER GRANITE ROAD
 C2

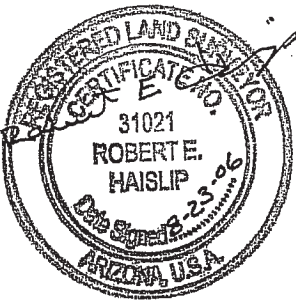
LOT #5
 45,199.71 SF
 1.04 AC

HUNT HIGHWAY



P.O.C.
 EAST 1/4 SEC. 10
 FD. 1928 GLO
 BRASS CAP

P.O.B.



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

SHEET: 1 OF: 1	DRAWN: LLB
	CHECKED: REH
	DATE: 8-23-06
	SCALE: 1"=100'
	PROJ. #: 2005-0002
FILE:	

PARCEL 1 EXHIBIT

MAGIC RANCH
 PINAL COUNTY

can-am
 engineering geomatics
 1423 S. Higley Rd., Suite 122
 Mesa, AZ 85206



LEGAL DESCRIPTION – PARCEL 3
(LOT# 1, 2 & 3)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING A 1928 GLO BRASS CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 10 BEARS N00°11'14"W, A DISTANCE OF 2636.06 FEET, SAID POINT BEING A 1928 GLO BRASS CAP;

THENCE N00°11'14"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 529.20 FEET;

THENCE S89°48'46"W, A DISTANCE OF 190.22 FEET;
THENCE S89°34'14"W, A DISTANCE OF 802.96 FEET;
THENCE N00°12'59"W, A DISTANCE OF 368.30 FEET;
THENCE N37°38'44"W, A DISTANCE OF 59.70 FEET;

THENCE N00°01'34"W, A DISTANCE OF 33.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N00°01'34"W ALONG SAID LINE, A DISTANCE OF 236.79 FEET;

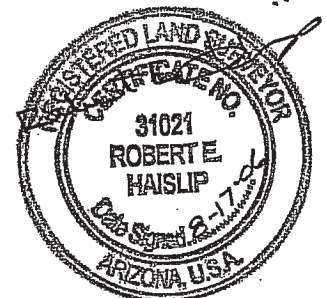
THENCE N52°21'16"E, A DISTANCE OF 98.77 FEET;
THENCE N00°25'46"W, A DISTANCE OF 320.97 FEET;
THENCE N52°21'16"E, A DISTANCE OF 358.08 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE HUNT HIGHWAY, SAID LINE BEING PARALLEL TO AND 55 FEET SOUTHWESTERLY OF THE EXISTING PAVEMENT CENTERLINE OF THE HUNT HIGHWAY;

THENCE S37°38'53"E, ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE HUNT HIGHWAY A DISTANCE OF 398.74 FEET;

THENCE S52°21'27"W, A DISTANCE OF 420.77 FEET;
THENCE S18°22'56"E, A DISTANCE OF 90.74 FEET;
THENCE S52°21'16"W, A DISTANCE OF 124.62 FEET;
THENCE N37°38'33"W, A DISTANCE OF 5.90 FEET;
THENCE S52°21'27"W, A DISTANCE OF 68.34 FEET;
THENCE N37°38'33"W, A DISTANCE OF 35.28 FEET;

THENCE S52°21'27"W, A DISTANCE OF 151.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 240,793 SQUARE FEET OR 5.53 ACRES, MORE OR LESS.



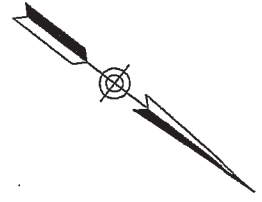
EAST 1/4 SEC. 10
FD. 1928 GLO
BRASS CAP
P.O.C.

529.20' (M)
N00°11'14"W
S89°48'46"W
190.22'

WALKER
GRANITE
ROAD

N89°34'14"E
802.96'
N37°38'44"W
59.70'
N00°12'59"W
368.30'

OWNER: APN# 200-25-002
MAGIC LAKE 80 L.L.C.
07-31-2004



N52°21'27"E
151.87'
N52°21'27"E
68.34'
N52°21'27"E
124.62'
N52°21'16"E
90.74'

S37°38'33"E
35.28'
S37°38'33"E
5.90'

LOT #3
158,090.40 SF
3.63 AC

S52°21'16"W (R&M)
98.77'
S00°25'46"E (R&M)
320.97'

Δ=45°50'12"
R=120.00'

S67°38'33"E
40.41'

N52°21'27"E
156.51'
264.26'
420.77'

S52°21'27"W
56.03'
S37°38'33"E
103.25'

N08°11'40"E
47.01'
S37°38'33"E
94.51'

LOT #2
42,321.54 SF
0.97 AC

LOT #1
40,380.74 SF
0.93 AC

S52°21'27"W
75.58'
S37°38'33"E
32.75'

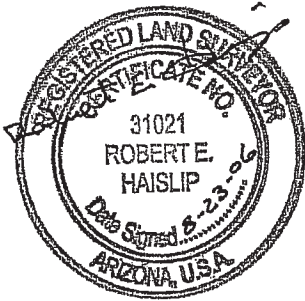
S52°21'27"W
71.70'
S52°21'27"W
163.12'
S37°38'33"E
67.19'

M. 12.255
24.19'

S52°21'16"W (R&M)
203.67'
358.08'

S37°38'53"E (R&M)
238.19'

HUNT HIGHWAY



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

SHEET:
1
OF:
1

DRAWN: LLB
CHECKED: REH
DATE: 8-23-06
SCALE: 1"=100'
PROJ. #: 2005-0002
FILE:

PARCEL 3 EXHIBIT

MAGIC RANCH
PINAL COUNTY

can-am
engineering geomatics
1423 S. Higley Rd., Suite 122
Mesa, AZ 85206

EXHIBIT B

CONCEPTUAL PLAN FOR:

LOOKOUT MOUNTAIN

Engineer:



united engineering group

4505 E. Chandler Blvd., Suite 170, Phoenix, AZ 85049 480-705-5372

Planner/prepared by:

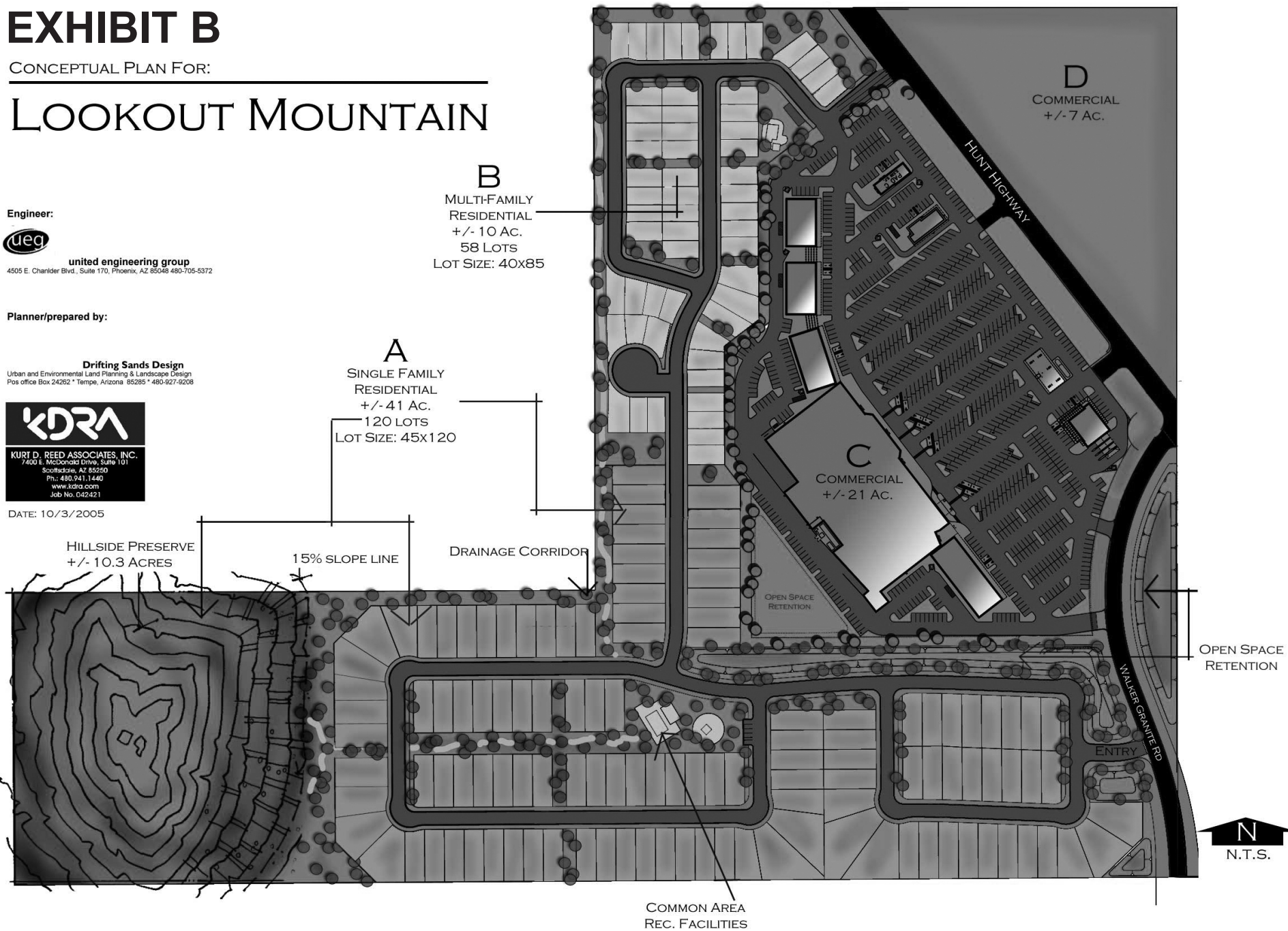
Drifting Sands Design

Urban and Environmental Land Planning & Landscape Design
Pos office Box 24262 * Tempe, Arizona 85285 * 480-927-9208



KURT D. REED ASSOCIATES, INC.
7400 E. McDowell Drive, Suite 101
Scottsdale, AZ 85260
Ph: 480.941.1440
www.kdra.com
Job No. 042421

DATE: 10/3/2005



HILLSIDE PRESERVE
+/- 10.3 ACRES

15% SLOPE LINE

DRAINAGE CORRIDOR

A
SINGLE FAMILY
RESIDENTIAL
+/- 41 AC.
120 LOTS
LOT SIZE: 45x120

B
MULTI-FAMILY
RESIDENTIAL
+/- 10 AC.
58 LOTS
LOT SIZE: 40x85

C
COMMERCIAL
+/- 21 AC.

D
COMMERCIAL
+/- 7 AC.

HUNT HIGHWAY

WALKER GRANITE RD

OPEN SPACE
RETENTION

COMMON AREA
REC. FACILITIES

N
N.T.S.

WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR
MAGIC RANCH ANNEXATION: ANNEXATION 2013-01
“BARCLAY” PROPERTY**

TOWN OF FLORENCE, ARIZONA,
an Arizona municipal corporation

AND

BARCLAY HOLDINGS XLIII, LLC,
an Arizona limited liability company

DATE: _____, 2014

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and Barclay Holdings XLIII, LLC, an Arizona limited liability company (the “Owner”).

RECITALS

A. The Owner is the owner of certain property, or has received the necessary consent to include certain property located in Florence, Arizona consisting of approximately 9.79 acres all as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”).

B. Owner and the Town desire that the portion of the Property in the unincorporated area of Pinal County be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The annexation and development of the Property pursuant to this Agreement and the Land Use Plan, which is attached as Exhibit “B”, is acknowledged by the parties hereto to be consistent with the Town’s General Plan, and to operate to the benefit of the Town, the Owner and the general public. The annexation of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

C. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the Town; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (iii) conditions, terms, restrictions, policies and procedures for the formation of one or more community facilities districts; (iv) the approved uses for the Property; and (v) other matters related directly or indirectly to the development of the Property.

D. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the Property into the Town. The Town agrees that the Planned Unit Development zoning (“PUD”) designation allowing an underlying Highway Business Commercial (B-2) Zoning District land usage is an appropriate designation for this Property and that the PUD plan is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the Planned Unit Development zoning designation.

E. Owner and the Town acknowledge that the ultimate development of the Property within the Town is a project of such magnitude that Owner requires assurances from the Town that Owner has the right to complete the development of the Property pursuant to, amongst other

things, the PUD plan before it will expend substantial efforts and costs in the development of the Property, and the Town requires assurances from Owner that development of the Property will be in accordance with the Plan and the terms and conditions of this Agreement.

F. Without limiting the foregoing, the Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the Town's General Plan and the approved PUD plan; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger land area that includes the Property; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; and/or (vi) creating quality housing and other uses for citizens of the Town. The Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Owner, including present and future assurances to Owner that it will have the ability to develop the Property in accordance with this Agreement and the PUD plan.

G. Among other things, development of the Property in accordance with this Agreement and the PUD plan will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property.

H. The public services/infrastructure improvements to be provided by Owner while necessary to serve development within the Property, may also be needed in certain instances to facilitate and support the ultimate development of a larger land area that includes the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.

2. **Annexation.** Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owner, Owner will deliver to the Town an appropriate Petition for Annexation duly executed by Owner, together with all other necessary property owners, and satisfying the applicable statutory requirements (collectively the "Annexation Petition"). Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the "Annexation Ordinance"). The Town and Owner hereby acknowledge and agree that this Agreement shall automatically terminate and be of no

force or effect if the Town's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D), and/or by the first anniversary (one year) of the effective date of this Agreement.

3. Zoning. Upon annexation, the Town shall follow the legally prescribed procedures under State and Town statutes and ordinances to give the property comparable zoning, which shall be a Planned Unit Development zoning ("PUD") designation allowing an underlying Highway Business Commercial (B-2) Zoning District land usage. The following commercial uses shall be permitted by the PUD during the Term of this Agreement as a matter of right without the requirement to obtain a variance or special use permit: [grocery stores and convenience stores; gasoline dispensing facilities and fueling centers (gas station); restaurants including restaurants with drive-thru; commercial or retail business office; financial institutions; carwash.] The Owner on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and the comparable zoning, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. 12-1131 et seq., (the "Act") resulting from this Agreement, the comparable zoning or from any "land use law" (as such term is defined in the Act) enacted, adopted or applied by the Town now or hereafter. Owner and the Town understand and agree that the waivers contained in this Paragraph 3 are binding upon Owner's successors in interest and assigns pursuant to the provisions of A.R.S. 9-500.05(D). The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development to be constructed in general conformance with the PUD.

4. PUD Amendment. The Town and the Owner acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance, by state or federal statute, effectuate minor changes or adjustments through administrative amendments which shall be effective on approval by the Town's Community Development Director, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owner shall have the option to convert the zoning designation(s) under the PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owner of such option and any approval by the Town shall not be deemed to constitute or to necessitate an amendment of this Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning Commission and approved by the Town Council. The following are major changes:

- (1) Any substantial alteration to the list of permitted uses of the Property set forth in the PUD and per the underlying B-2 Zoning District classification, as deemed to be substantial by the Community Development Director;

(2) Any substantial change in the development standards except as otherwise allowed by the PUD.

5. Regulation of Development.

(a) The Applicable Rules. Except as provided in Paragraph 5(c) and 5(d) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property for the term of this Agreement, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement.

(b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of subparagraph (a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property based on standards generally applicable to land located within the Town:

(i) rules which the Owner may agree in writing apply to the development of the Property;

(ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement;

(iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily;

(iv) technical codes adopted by the Town pursuant to Florence Development Code Section 4-556, as well as future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, such as the Uniform Building Code, which updates and amendments are generated by a nationally recognized construction or safety organization, such as the International Conference of Building Officials, or by the county, state or federal governments or by the Maricopa Association of Governments (the "MAG") provided that such code updates and amendments shall be applied uniformly and not arbitrarily.

(c) Various Matters.

(i) Development Impact Fees. The Town's Development Impact Fees that shall be imposed upon the Property shall be the fees then in effect and applicable at the time the annexation was filed (Exhibit "C"), unless a lesser fee is applicable at the time a building permit is issued by the Town. No additional Development Impact Fee categories shall apply to the Property during the term of this Agreement.

(ii) Construction Sales Tax. The Town's tax that shall be generated from construction contract activities occurring on the Property shall be the sales tax in effect and applicable at the time of annexation (4%) unless a lesser construction sales tax is applicable at the time a building permit is issued by the Town.

(d) Filing, Review and Permit Fees. Notwithstanding anything to the contrary in this Agreement, Owner will be required to pay the then applicable filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permit issuance. Development Impact Fees shall be paid in accordance with Paragraph 5(c) above.

(e) Hunt Highway. The Town shall cooperate with the Owner and occupants of the Property to obtain appropriate legal access, as generally shown on Exhibit B, which may be amended, to the roadway abutting the Property known as Hunt Highway.

(f) Flood Control. Flood control measures for the property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances and to the extent they are not superceded by the requirements of the United States Army Corp of Engineers or state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District.

(g) Signal. In the event a traffic signal is required for the Property, the cost of the signal shall be shared proportionally based on the results of a Transportation Impact Analysis. The cost shall be paid on the installation of the signal by each of the applicable property corner owners even if there is a deferral of the date on which the traffic signal becomes warranted and operational.

6. Plat and Permit Approval.

(a) The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformance with the PUD, so that the Owner is not unreasonably delayed in the development of the Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law.

(b) No right-of-way dedication or acquisition shall be required by the Town in connection with the annexation of the Property. If development plans necessitate additional right-of-way, the Town will request the dedication of right-of-way. If the right-

of-way is not transferred to the Town at no cost, Owner agrees to sell the land to the Town.

7. Vested Rights. The Town agrees that, for the term of this Agreement, Owner shall have the right to develop the Property in accordance with this Agreement, the PUD, the zoning designation and the Town's General Plan.

8. Infrastructure/Development Impact Fees Credits.

(a) The construction and installation of public streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the "*Infrastructure*") shall be subject to and in compliance with applicable state and local regulations, laws and ordinances. Owner shall cause all the Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the Phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each Phase. The Infrastructure cost shall be fully credited against the impact fee obligations of Owner and the Property including any occupant thereon.

(b) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair of the Infrastructure to the Town or for purposes of starting the one-year warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.

(c) So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of this Agreement, as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The Town shall notify Owner, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon a one-year warranty for such Infrastructure, as provided in this Agreement. Subject to the terms of this Agreement, Owner, at no cost to Town, shall grant customary perimeter public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which easements shall be located adjacent to or in other public and private rights-of-ways or easements.

(d) Owner shall assign to Town on a nonexclusive basis all warranties from its contractor regarding all Infrastructure. Regardless of the assignment of warranties, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Property. Nothing contained herein shall prevent the Town or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

(e) Owner agrees during its ownership of the Property to maintain all property landscaping installed by Owner within the public easements and rights-of-way located on the Property and such obligation shall survive the termination or expiration of this Agreement; provided, however, Owner may assign this obligation to one or more property owners associations ("*POA*") provided such POA is legally bound to such property landscaping maintenance obligation and has adequate financial ability, acceptable to the Town, to bear such obligation. Once the Town has consented to the assignment of this obligation to an POA, Owner shall be relieved of any further obligation to maintain the property landscaping.

9. Plans Submittal. Owner shall submit all plat and plans to Town Staff. Development of the Property cannot occur until the Town has concurred that the plans comply with the PUD and Town standards. Town shall review said plans and provide Owner with its comments on these submittals in a timely manner. Town, at its discretion, may provide expedited development review processes upon the request of Owner. The fee for such expedited review shall be double the then existing fee.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

11. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

12. Expedited Decisions. The implementation of the PUD shall be in accordance with the development review process of the Town. The Town and the Owner agree that the Owner must be able to proceed rapidly with the development of the Property. Accordingly, the parties agree that if at any time the Owner believes that an impasse has been reached with the Town Staff on any issue affecting the Property, the Owner shall have the right to immediately appeal to the Town Manager for an expedited decision pursuant to this Paragraph.

If the issue on which an impasse has been reached is an issue where a final decision can be reached by the Town Staff, the Town Manager shall give the Owner a final decision within ten (10) days after Owner's request for an expedited decision. In the event Owner disagrees with said final decision, the matter will be resolved in accordance with Paragraph 13(c). If the issue on which an impasse has been reached is one where a final decision requires action by the Town Council, the Town Manager shall be responsible for scheduling a Town Council hearing on the issue for the first Town Council hearing to occur after Owner's request for an expedited decision. Both parties agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision.

13. Non-Performance; Dispute Resolution.

(a) Non-Performance; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from another Party shall constitute a non-performance under this Agreement. If the non-performance is of a nature which is not capable of being cured within thirty (30) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged non-performance and the manner in which the non-performance may be satisfactorily cured. In the event of a non-performance hereunder by any Party, the other Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

(b) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the "Town Representative") shall be the Town Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "Owner Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.

(c) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

14. Arbitration. If the mediation procedure set forth in Paragraph 13(c) above does not resolve a dispute, either party may submit, by demand letter, correspondence or notice, to the other party, such dispute to arbitration pursuant to this Paragraph 14. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the "Rules") of the Center for Public Resources (the "CPR") currently in effect, except as provided herein and except where modified by the provisions hereof.

(a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of either the Owner or the Town, any other entities or persons whom the Owner of the Town, as the case may be, believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.

(b) The parties agree that the remedies available for the award by the arbitrator(s) under this Paragraph 14 in a dispute arising out of or relating to this Agreement or breach thereof shall be limited to specific performance and declaratory relief and the arbitrator may not issue an award of monetary damages, whether characterized as actual, consequential or otherwise, except as provided in sub-Paragraphs 14(f) and 14(i), and provided, however, that the arbitrator(s) may

award the payment of an amount owed or may enjoin the withholding of amounts due under this Agreement.

(c) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question could be barred by the applicable statute of limitations.

(d) In the event the amount in controversy is less than \$100,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$100,000 or more, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.

(e) The Arizona Rules of Civil Procedure Article V (Depositions and Discovery) Rules 26 through 37 inclusive, shall apply except as limited herein:

i. No more than one (1) four (4) hour deposition of each party may be taken;

ii. Each party shall be limited to (1) expert witness per claim or cause of action;
and

iii. Discovery shall be completed on, and no further discovery shall be permitted after ninety (90) days from the date of the filing of the first demand for arbitration.

(f) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to paragraphs 14(b), 14(f) and 14(i) and reasonable attorneys' fees and reasonable costs to the prevailing party.

(g) The arbitration shall occur within the municipal limits of the Town unless the parties agree otherwise in writing.

(h) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within thirty (30) days of the award.

Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within thirty (30) days after demand, then the other party may either utilize the arbitration process set forth in this paragraph 14 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.

(i) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within fifteen (15) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, monetary damages.

(j) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.

(k) The dispute resolution process set forth in this paragraph 14 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party. The failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period") after written notice thereof from the other party shall constitute a default. In the event such default is not cured within the Cure Period, the non-defaulting party shall have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.

15. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant 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.

16. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, expressly assigning such rights and obligations.

Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement may be assigned to one or more homeowners associations to be established by the Owner. The Owner agrees to provide the Town with written notice of any assignment of the Owner's rights or obligations within 15 days

after such assignment. In the event of a complete assignment by Owner of all rights and obligations of Owner hereunder, Owner's liability hereunder shall terminate effective upon the assumption by Owner's assignee. Nothing in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire any portion of the Property.

17. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the Town such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable to the Town.

18. No Owner Representations. Nothing contained herein or in the PUD shall be deemed to obligate the Town or the Owner to complete any part or all of the development of the Property.

19. Good Standing; Authority. Each of the parties and their assigns represents (and will represent) and warrants to the other that: (i) it is duly formed and validly existing under the laws of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement (or who will execute this Agreement) on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

20. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

21. Town's Failure to Perform. If the Town does not allow the subject property to be developed in accordance with PUD, the Development Agreement or the preliminary plats, then the Owner shall be entitled to petition a court of competent jurisdiction to (1) specifically enforce the provisions of this Agreement; or (2) to pursue any other remedy allowable in equity which action shall not be subject to the limitations set forth in paragraph 14. The Town shall remain responsible to the fullest extent permitted by law for any damages arising from Town's failure to perform any of its obligations hereunder. The remedies hereunder are cumulative and concurrent and may be pursued singly, successively or together, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

22. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

addition to any other relief to which it is entitled, including its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys fees.

28. Insurance Requirements. The Owner, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of “A”, or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the time that construction improvements are being made during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Owner under this Agreement. The Owner’s insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials and employees as additional Insureds.

(a) General Liability. The Owner shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG20101185 (October 2001 version). So long as Owner or its parent company maintains a tangible net worth of at least One Hundred Million Dollars (\$100,000,000.00), the insurance requirements of this paragraph 28 may, at Owner’s option, be satisfied through a program of self insurance.

(b) Indemnification. Except as otherwise specifically provided in this Agreement, to the fullest extent permitted by law, the Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, officers, officials and employees from and against all out-of-pocket suits, claims, demands, damages, losses, 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, together with expenses (including but not limited to attorney fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), arising out of or alleged to have resulted from the Owner’s acts or omissions relating to any action or inaction of the Owner under this Agreement. The Town shall remain responsible to the fullest extent permitted by law for any acts or omissions of the Town, its Council members, officers, officials and employees.

i. The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of

this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement.

ii. The indemnity provisions of this Agreement shall survive the termination of this Agreement for a period of three (3) years except this indemnity shall not survive any termination pursuant to Section 2 above.

29. Excused Delay in Performance. In addition to the specific provisions of this Agreement, for a period of time equal to the period of the Force Majeure delay, untimely performance by any Party or its successors hereunder shall not be deemed to be a default where delays or inability to perform are due to war, insurrection, strikes, slowdowns, lockouts, riots, floods, earthquake, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restriction, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, severe weather, inability (when the Party which is unable to perform is substantially without fault) of any contractor, subcontractor or supplier to perform acts of the other Party, acts or the failure to act of any utility, public or governmental agent or entity other than the Town and/or other causes beyond the reasonable control of the Party or its successors. In the event that a Party or its successors is unable to perform due to an event constituting Force Majeure as provided for above, and such excused delay is the proximate cause of such Party being unable to timely perform in accordance with the terms of this Agreement, then the time for performance by that Party shall be extended as necessary for a period of time up to the period of the Force Majeure delay. Any Party who is unable to timely perform due to an event constituting Force Majeure shall use reasonable good faith efforts to notify the other Parties not later than 30 days after such Party knows of the occurrence of an event constituting Force Majeure; provided; however, that any Party's failure to notify the other of the occurrence of an event constituting Force Majeure shall not alter, detract from or negate its character as an event constituting Force Majeure or result in the loss of any benefit or right granted to the delayed Party under this Agreement.

30. No Title Encumbrance. Notwithstanding the fact that this Agreement is being recorded in the Official Records of Pinal County, it is intended that this Agreement shall not be an encumbrance upon the title of any person purchasing or owning a portion of the Property, and that the terms and conditions of the Agreement are not covenants running with the land and that no person is bound by (or entitled to) the burdens and benefits of this Agreement unless the burdens are expressly assumed by or the benefits are expressly assigned to that person. The burdens of this Agreement shall not be binding upon any purchaser of a parcel, any lessee of a portion of the Property and any lender whose loan is secured by the Property or any portion thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below:

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by _____, Mayor of the TOWN OF FLORENCE, an Arizona municipal corporation, and being authorized to do so executed the forgoing instrument on behalf of the Town for the purposes therein stated.

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

Notary Public

My Commission Expires:

BARCLAY HOLDINGS XLIII, LLC an Arizona limited liability company

By: Scott T. Archer

Its: Manager

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by _____, of _____, an Arizona limited liability company, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

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

Notary Public

My Commission Expires:

[Accepted and Agreed to: Wells Fargo Bank, as mortgagee on following page]

CONSENT TO PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

The undersigned is the beneficiary under that certain Deed of Trust, Assignment of Rents and Security Agreement dated November 16, 2005 and recorded on November 18, 2005, as Document # 2005-160218, Official Records of Pinal County, Arizona, as modified, pertaining to certain real property legally described in Exhibit "A" attached hereto

The undersigned acknowledges, consents and agrees to the execution, delivery and recordation of the foregoing Pre-Annexation and Development Agreement dated as of _____, 2014 as to the interest of the undersigned with respect to the real property encumbered thereby.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Pre-Annexation and Development Agreement for Magic Ranch Annexation was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

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

Notary Public

My Commission Expires:

EXHIBITS

Exhibit A - Legal Description

Exhibit B - Land Use Plan

Exhibit C - Development Impact Fees

EXHIBIT A



LEGAL DESCRIPTION – PARCEL 1 (LOT# 5 & 6)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING A 1928 GLO BRASS CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 10 BEARS $N00^{\circ}11'14''W$, A DISTANCE OF 2636.06 FEET, SAID POINT BEING A 1928 GLO BRASS CAP;

THENCE $N00^{\circ}11'14''W$ ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 529.20 FEET;

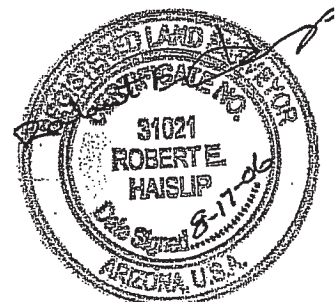
THENCE $S89^{\circ}48'46''W$, A DISTANCE OF 190.22 FEET TO THE POINT OF BEGINNING;

THENCE $S89^{\circ}34'14''W$, A DISTANCE OF 561.37 FEET;
THENCE $N52^{\circ}21'27''E$, A DISTANCE OF 235.61 FEET;
THENCE $N07^{\circ}38'44''W$, A DISTANCE OF 38.53 FEET;
THENCE $N37^{\circ}38'44''W$, A DISTANCE OF 17.03 FEET;
THENCE $N52^{\circ}21'16''E$, A DISTANCE OF 137.16 FEET;
THENCE $N37^{\circ}38'33''W$, A DISTANCE OF 37.18 FEET;
THENCE $N52^{\circ}21'27''E$, A DISTANCE OF 217.57 FEET;
THENCE $N37^{\circ}38'44''W$, A DISTANCE OF 49.00 FEET;
THENCE $N52^{\circ}21'16''E$, A DISTANCE OF 164.59 FEET;
THENCE $S37^{\circ}38'44''E$, A DISTANCE OF 10.00 FEET;
THENCE $N52^{\circ}21'16''E$, A DISTANCE OF 73.46 FEET;

THENCE $S37^{\circ}38'53''E$, A DISTANCE OF 141.20 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 628.00 FEET OF WHICH THE RADIUS POINT LIES $S52^{\circ}26'22''E$;

THENCE ALONG SAID CURVE, TO THE LEFT, A DISTANCE OF 531.51 FEET THROUGH A CENTRAL ANGLE OF $48^{\circ}29'33''$, TO THE POINT OF BEGINNING;

CONTAINING 185,671 SQUARE FEET OR 4.26 ACRES, MORE OR LESS.



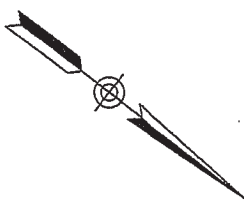
APN# 200-25-002
 OWNER: MAGIC LAKE 80 L.L.C.
 07-31-2004

LOT #6
 140,472 SQ. FT.
 3.22 AC

WALKER GRANITE ROAD
 C2

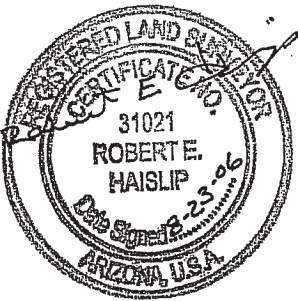
LOT #5
 45,199.71 SF
 1.04 AC

HUNT HIGHWAY



P.O.C.
 EAST ¼ SEC. 10
 FD. 1928 GLO
 BRASS CAP

P.O.B.



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

SHEET: 1 OF: 1	DRAWN: LLB
	CHECKED: REH
	DATE: 8-23-06
	SCALE: 1"=100'
	PROJ. #: 2005-0002
FILE:	

PARCEL 1 EXHIBIT

MAGIC RANCH
 PINAL COUNTY

can-am
 engineering geomatics
 1423 S. Higley Rd., Suite 122
 Mesa, AZ 85206



LEGAL DESCRIPTION – PARCEL 3
(LOT# 1, 2 & 3)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING A 1928 GLO BRASS CAP, FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 10 BEARS N00°11'14"W, A DISTANCE OF 2636.06 FEET, SAID POINT BEING A 1928 GLO BRASS CAP;

THENCE N00°11'14"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 529.20 FEET;

THENCE S89°48'46"W, A DISTANCE OF 190.22 FEET;
THENCE S89°34'14"W, A DISTANCE OF 802.96 FEET;
THENCE N00°12'59"W, A DISTANCE OF 368.30 FEET;
THENCE N37°38'44"W, A DISTANCE OF 59.70 FEET;

THENCE N00°01'34"W, A DISTANCE OF 33.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N00°01'34"W ALONG SAID LINE, A DISTANCE OF 236.79 FEET;

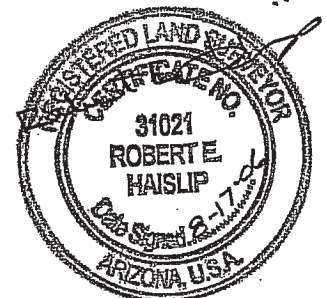
THENCE N52°21'16"E, A DISTANCE OF 98.77 FEET;
THENCE N00°25'46"W, A DISTANCE OF 320.97 FEET;
THENCE N52°21'16"E, A DISTANCE OF 358.08 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE HUNT HIGHWAY, SAID LINE BEING PARALLEL TO AND 55 FEET SOUTHWESTERLY OF THE EXISTING PAVEMENT CENTERLINE OF THE HUNT HIGHWAY;

THENCE S37°38'53"E, ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE HUNT HIGHWAY A DISTANCE OF 398.74 FEET;

THENCE S52°21'27"W, A DISTANCE OF 420.77 FEET;
THENCE S18°22'56"E, A DISTANCE OF 90.74 FEET;
THENCE S52°21'16"W, A DISTANCE OF 124.62 FEET;
THENCE N37°38'33"W, A DISTANCE OF 5.90 FEET;
THENCE S52°21'27"W, A DISTANCE OF 68.34 FEET;
THENCE N37°38'33"W, A DISTANCE OF 35.28 FEET;

THENCE S52°21'27"W, A DISTANCE OF 151.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 240,793 SQUARE FEET OR 5.53 ACRES, MORE OR LESS.



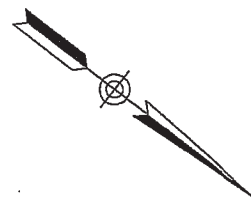
EAST 1/4 SEC. 10
FD. 1928 GLO
BRASS CAP
P.O.C.

529.20' (M)
N00°11'14"W
S89°48'46"W
190.22'

N89°34'14"E
802.96'
WALKER
GRANITE
ROAD
N37°38'44"W
59.70'

N00°12'59"W
368.30'

P.O.B.
N00°01'34"W (R&M). 270.62'
236.79'
OWNER: MAGIC LAKE 80 L.L.C.
APN# 200-25-002
07-31-2004



151.87'
N52°21'27"E
33.83'
N52°21'27"E
68.34'
N52°21'27"E
124.62'
N52°21'16"E

156.51'
N52°21'27"E
264.26'
420.77'

S67°38'33"E
40.41'

LOT #3
158,090.40 SF
3.63 AC

S52°21'16"W (R&M)
98.77'
S00°25'46"E (R&M)
320.97'

$\Delta = 45^\circ 50' 12''$
 $R = 120.00'$

S52°21'27"W
56.03'
S37°38'33"E
103.25'

N08°11'40"E
47.01'
S37°38'33"E
94.51'

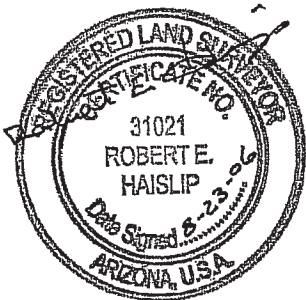
S52°21'27"W
75.58'
LOT #2
42,321.54 SF
0.97 AC

LOT #1
40,380.74 SF
0.93 AC

S37°38'33"E
32.75'
S37°38'33"E
67.19'
S37°38'33"E
238.19'

S37°38'33"E
14.38'
M \angle 27²⁵
24.19'
160.55'

S52°21'16"W (R&M)
203.67'
358.08'



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

S37°38'53"E (R&M)

HUNT HIGHWAY

SHEET: 1 OF: 1	DRAWN: LLB
	CHECKED: REH
	DATE: 8-23-06
	SCALE: 1"=100'
	PROJ. #: 2005-0002
	FILE:

PARCEL 3 EXHIBIT

MAGIC RANCH
PINAL COUNTY



can-am
engineering geomatics
1423 S. Higley Rd., Suite 122
Mesa, AZ 85206

EXHIBIT B

CONCEPTUAL PLAN FOR:

LOOKOUT MOUNTAIN

Engineer:



united engineering group

4505 E. Chandler Blvd., Suite 170, Phoenix, AZ 85049 480-705-5372

Planner/prepared by:

Drifting Sands Design

Urban and Environmental Land Planning & Landscape Design
Pos office Box 24262 * Tempe, Arizona 85285 * 480-927-9208



KURT D. REED ASSOCIATES, INC.
7400 E. McDowell Drive, Suite 101
Scottsdale, AZ 85260
Ph: 480.941.1440
www.kdra.com
Job No. 042421

DATE: 10/3/2005

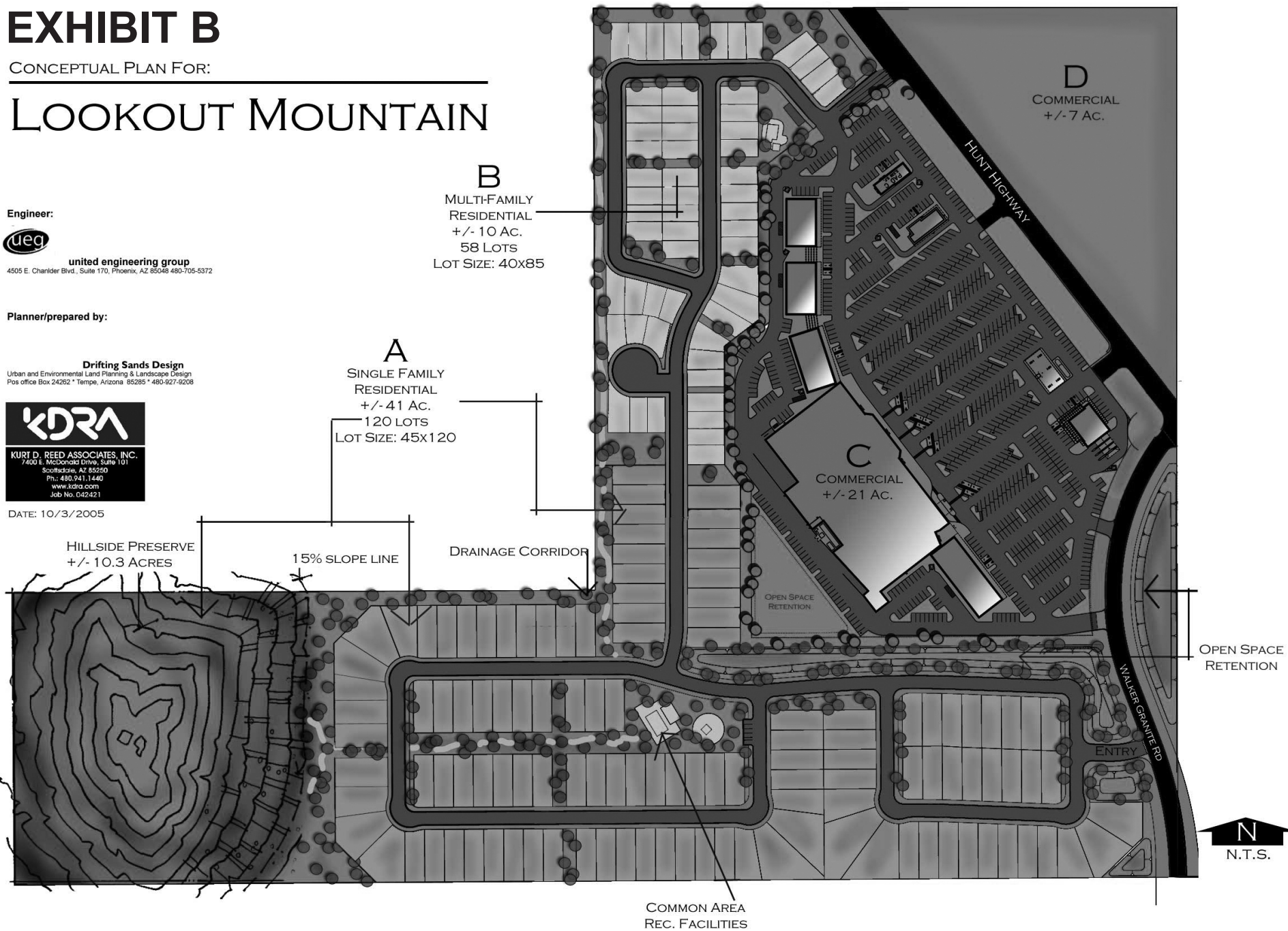


EXHIBIT C

UTILITY DEVELOPMENT IMPACT FEES

WATER

Meter Size	Fee
5/8" - 3/4"	\$3,330
1"	\$5,550
1 1/2"	\$11,101
2"	\$22,201
3"	\$35,522
4"	\$55,503
6"	\$111,007
8"	\$266,415
10"	\$421,825
12"	\$555,031

WASTEWATER

Meter Size	Fee
5/8" - 3/4"	\$4,105
1"	\$6,841
1 1/2"	\$13,684
2"	\$27,369
3"	\$43,789
4"	\$68,422
6"	\$136,843
8"	\$328,422
10"	\$522,154
12"	\$684,213

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;

Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Industrial: All manufacturing and warehouse development.

Ordinance # 568-11, November 21, 2011

NON-UTILITY DEVELOPMENT IMPACT FEES

TRANSPORTATION

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$583
Multi-Family	Housing Unit	\$410
Commercial	1,000 sq. ft.	\$2,618
Industrial	1,000 sq. ft.	\$425

POLICE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$913
Multi-Family	Housing Unit	\$657
Commercial	1,000 sq. ft.	\$171
Industrial	1,000 sq. ft.	\$98

FIRE / EMERGENCY MEDICAL SERVICES

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$1,096
Multi-Family	Housing Unit	\$788
Commercial	1,000 sq. ft.	\$629
Industrial	1,000 sq. ft.	\$362

PARKS AND OPEN SPACE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$857
Multi-Family	Housing Unit	\$617
Commercial	1,000 sq. ft.	\$162
Industrial	1,000 sq. ft.	\$92

LIBRARY

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$0
Multi-Family	Housing Unit	\$0
Commercial	1,000 sq. ft.	\$0
Industrial	1,000 sq. ft.	\$0


Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;

Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Industrial: All manufacturing and warehouse development.

Ordinance # 568-11, November 21, 2011

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10e.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution 1466-14: Pre-Annexation and Development Agreement with CHI Construction Company, an Arizona corporation.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1466-14, entering into a Pre-Annexation and Development Agreement with CHI Construction Company, an Arizona corporation.

BACKGROUND/DISCUSSION:

The subject site is located east of Hunt Highway, south of Arizona Farms Road and north of the Johnson Utilities Section 11 WWTP. The subject area is a part of the Magic Ranch Ironhorse community. This agreement covers the remaining 26 single-family residential lots planned for the subject subdivision that are owned by this entity.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and promotes future rooftop development within the Town of Florence. It is noted that the PADA commits to not increase Development Impact Fees for the subject site for the first 10 years of the 15 year term of the PADA. This agreement also places a \$1,500 cap on single-family home permit fees.

RECOMMENDATION:

Motion to adopt Resolution No. 1466-14, entering into a Pre-Annexation and Development Agreement with CHI Construction Company, an Arizona Corporation.

ATTACHMENTS:

Resolution No. 1466-14
CHI Construction Company PADA

When recorded, return to:

Town Clerk
Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1466-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH CHI CONSTRUCTION COMPANY, AN ARIZONA CORPORATION, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “PARCEL G AND PORTIONS OF PARCELS K AND F AT MAGIC RANCH” PROPERTIES).

WHEREAS, the Town of Florence is authorized, pursuant to A.R.S. § 9-500.05, to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, CHI Construction Company, the “Owner” plans to develop 26 single-family residential lots located as legally described on Exhibit “A” and shown on Exhibit “B” attached hereto (the “Property”), and desires to annex the Property into the town limits of Florence; and

WHEREAS, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence General Plan applicable to the Property as of the date of this resolution; and

WHEREAS, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. The Pre-Annexation and Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of 26 single-family residential lots is hereby approved,

adopted, and made a part hereof as if fully set out in this resolution. If the Town does not annex the Property in a timely manner following adoption of the Pre-Annexation and Development Agreement, or if the Town rescinds the resolution annexing the Property, the Town promptly and within thirty days of the adoption of this resolution shall rescind this Resolution.

2. The Mayor of the Town of Florence is authorized to and shall execute the Pre-Annexation and Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of August, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

Exhibit A

Legal Description

Lots 216 through 219, inclusive, 235, 259 through 261, inclusive, 265, 267 through 272, inclusive, 325 through 327, inclusive, and 329 through 336, inclusive, PARCEL G AND PORTIONS OF PARCELS K AND F AT MAGIC RANCH, according to the plat of record in the office of the county recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 73, and thereafter Affidavit of Correction recorded at Fee No. 2005-143719.

Exhibit B: Annexation No. 2013-01 – “PARCEL G AND PORTIONS OF PARCELS K AND F AT MAGIC RANCH” PROPERTIES

E-Arizona-Farms-Rd



Town of Florence



Town Limits



Parcel Lines



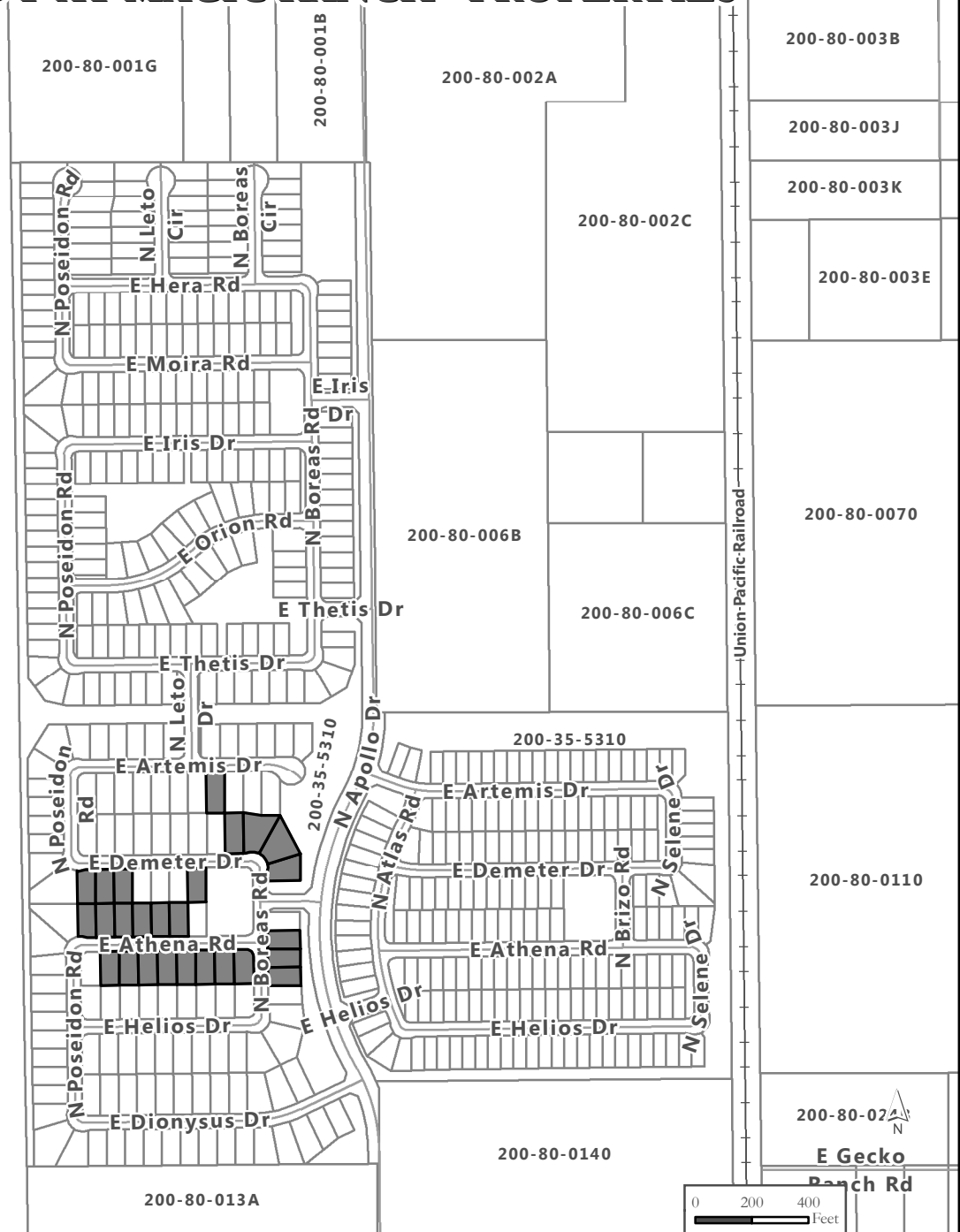
G, K, & F Parcels

200-47-7000

HUNTER HWY

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

7/23/2014 2014-6



200-80-021A
E Gecko Ranch Rd

WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR
MAGIC RANCH ANNEXATION: ANNEXATION 2013-01
“PARCEL G AND PORTIONS OF PARCELS K AND F AT MAGIC RANCH”**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

CHI CONSTRUCTION COMPANY, an Arizona corporation

DATE: _____, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
MAGIC RANCH ANNEXATION
“PARCEL G AND PORTIONS OF PARCELS K AND F AT MAGIC RANCH”**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and CHI CONSTRUCTION COMPANY, an Arizona corporation (the “Owner”).

RECITALS

A. The Owner is the owner of certain property, or has received the necessary consent to include certain property located in Pinal County, Arizona consisting of 26 single-family residential subdivided lots, all as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”).

B. Owner and the Town desire that the Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The annexation and development of the Property pursuant to the Final Plat for PARCEL G AND PORTIONS OF PARCELS K AND F AT MAGIC RANCH, recorded in Cabinet F, Slide 73, and thereafter Affidavit of Correction recorded at Fee No. 2005-143719, Office of the County Recorder of Pinal County, Arizona (the “Final Plat”), is acknowledged by the parties hereto to be generally consistent with the Town’s General Plan, which may be amended prior to or concurrent with this annexation. The annexation of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

C. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the Town; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related directly or indirectly to the development of the Property.

D. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the Property into the Town. The Town agrees that the Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with the Final Plat is an appropriate designation for this Property and that the PUD zoning is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the PUD zoning designation.

E. Owner and the Town acknowledge that the ultimate development of the Property within the Town is a project of such magnitude that Owner requires assurances from the Town that Owner has the right to complete the development of the Property pursuant to, amongst other things, the

PUD plan before it will expend substantial efforts and costs in the development of the Property, and the Town requires assurances from Owner that development of the Property will be in accordance with the General Plan and the terms and conditions of this Agreement.

F. Without limiting the foregoing, the Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the Town's General Plan and the approved PUD plan; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger land area that includes the Property; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; and/or (vi) creating quality housing and other uses for citizens of the Town. The Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Owner, including present and future assurances to Owner that it will have the ability to develop the Property in accordance with this Agreement, the Final Plat and the PUD.

G. Among other things, development of the Property in accordance with this Agreement, the Final Plat and the PUD will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.
2. Annexation. Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owner, Owner will deliver to the Town an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the "Annexation Petition"). Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471, *et seq.* and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the "Annexation Ordinance"). The Towns acknowledges and agrees that the Owner would not execute the Annexation Petition and agree to the annexation of the Property if the Town does not approve this Agreement. The Town and Owner hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the Town's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D) and the annexation of the Property shall be expressly conditioned on the Town's approval of this Agreement.

3. Zoning. Upon annexation, the Town shall follow the legally prescribed procedures under State and Town statutes and ordinances to give the property comparable zoning, which shall be a Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with the Final Plat. The Owner on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and the comparable zoning, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. 12-1131 et seq., (the “Act”) resulting from this Agreement and the comparable zoning. Owner and the Town understand and agree that the waivers contained in this Paragraph 3 are binding upon Owner’s successors in interest and assigns pursuant to the provisions of A.R.S. 9-500.05(D). The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development to be constructed in general conformance with the Final Plat and PUD.

4. PUD Amendment. The Town and the Owner acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance, by state or federal statute, effectuate minor changes or adjustments through administrative amendments which may be approved by the Town’s Community Development Director, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owner shall have the option to convert the zoning designation(s) under the PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owner of such option and any approval by the Town shall not be deemed to constitute or to require an amendment of this Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning Commission and approved by the Town Council. The following are major changes:

- (a) Any substantial alteration to the list of permitted uses of the Property or locations of planned land uses set forth in the Final Plat or PUD as deemed to be substantial by the Community Development Director;
- (b) Any increase in the overall residential density set forth in the Final Plat or PUD; and/or
- (c) Additional circumstances as described in the PUD Ordinance.

5. Additional Property. The Town hereby agrees to consider, and, if determined in its sole discretion to be in the best interest of the Town, amend this Agreement, from time to time and in accordance with typically applicable notice and hearing requirements solely at the request of Owner, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the Property (the “Additional Property”). The Town and Owner

agree that if Owner elects to request from Town the incorporation of such Additional Property or portions thereof: (1) thereafter, such Additional Property may be included in the Property and shall be subject to and shall benefit from all provisions of the Agreement applicable thereto and any reference herein to the Property shall include such Additional Property, which may increase the maximum density of the Property; (2) the Town and Owner shall cooperate in order for the Additional Property to receive the necessary land use approvals, including any necessary amendment to the PUD and the Final Plat; and (3) the plans and land use designations approved for any Additional Property shall thereafter apply to the applicable Additional Property.

6. Regulation of Development.

- (a) The Applicable Rules. Except as provided in subparagraphs 6(c), 6(d) and 6(f) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement.
- (b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of subparagraph (a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property:
 - (i) rules that the Owner may agree in writing apply to the development of the Property;
 - (ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that such rules shall be the most minimal and the least intrusive alternative practicable to comply with such mandatory requirements, and provided further that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement; and
 - (iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily.

- (c) Development Impact Fees. The Town's Development Impact Fees which shall be imposed upon the Property for a period of ten (10) years commencing from the effective date of the Annexation, shall be the lesser of (i) the applicable Development Impact Fee listed on Exhibit "B", or (ii) the applicable Development Impact Fee applicable at the time a building permit is issued by the Town. No other categories or classes of Development Impact Fees shall be imposed upon the Property for a period of ten (10) years commencing from the effective date of the Annexation. After the ten (10) year period and for the duration of this Agreement, the Town's Development Impact Fees that will be imposed upon the Property shall be the Development Impact Fees then in effect and applicable at the time of permitting. Any Development Impact Fees which are due on residential dwelling units shall be payable when construction permits for the dwelling units are issued.
- (d) Filing, Review and Permit Fees. Except as otherwise provided in Paragraph 7 below, Owner will be required to pay the then applicable filing fees, plan review fees and civil permit fees in effect at the time of issuance of any filing, review or civil permit issuance. Except as otherwise provided in Paragraph 7 below, for a period of ten (10) years commencing from the effective date of the Annexation Owner will be required to pay the Town a building permit fee at the time of issuance of the Town building permit to Owner equal to the lesser of (i) \$1,500 per subdivided lot, or (ii) the applicable building permit fees in effect at the time of issuance of the Town building permit to Owner. Thereafter, Owner will be required to pay the building permit fees in effect at the time of issuance of the Town building permit to Owner. Development Impact Fees shall be paid in accordance with Paragraph 6(c) above.
- (e) Flood Control. Flood control measures for the property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances; and, to the extent they are not superseded by the requirements of the United States Army Corp of Engineers or state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District.
- (f) Building Codes. The Town will grandfather all home construction plans, including standard production home plans, previously approved by Pinal County, for Owner's development of the Property. If Owner elects, in its sole and absolute discretion, to submit new or additional home construction plans for any portion of the Property, such new or additional home construction plans shall comply with minimum applicable Town standards and codes. Town acknowledges the Owner is processing new home construction plans for the last lots in the Property and the Town agrees to expedite review of the home construction plans. Town acknowledges that the County does not require design review approval of Owner's standard production home plans and the Town will not review or approve the home plan designs. Owner agrees that any new

standard production home plans will be aesthetically consistent with Owner's other home product in the Magic Ranch Project.

7. Plat and Civil Improvement Plan Approval. The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformance with the PUD, so that the Owner is not delayed in the development of the Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law. Town further agrees that Preliminary Plat approvals shall be valid for a period of two years, with possible extensions as permitted by Town codes. Preliminary/Tentative Plats and Final Plats, as well as accompanying civil improvement plans, approved by Pinal County shall be transferable to the Town so long as approvals are current at the time of annexation, approved plans are provided to the Town and any applicable public safety concerns are adequately addressed. Town acknowledges and agrees that it has reviewed all Final Plats, as well as accompanying civil improvement plans, approved by Pinal County for the Property and all such Final Plats, as well as accompanying civil improvement plans, are hereby approved by the Town and all on-going development of the Property in accordance with such Final Plats and civil improvement plans and Pinal County permits can continue without interruption. Transferred approved plans and plats shall be valid for two years from the effective date of annexation, except in the case of recorded Final Plats, which shall remain valid if infrastructure assurances are in place per paragraph 9(c) and/or subdivision improvements are completed and accepted by the Town. Town acknowledges and agrees that the County issues a single civil permit for all infrastructure improvements rather than separate civil permits for streets, grading and drainage facilities, utilities, etc. Any civil permits or building permits issued by the County for the Property that are current at the time of annexation shall be transferable to the Town and shall remain in effect for the normal and customary term of such permit (including any extensions generally granted by the County) and Owner shall not be required to obtain, or pay for, any replacement Town permits prior to the expiration of such County permits (including any extensions generally granted by the County).

8. Vested Rights. The types of land uses, together with the densities and intensities of such uses for each development parcel on the Property, as shown in the PUD are vested under applicable law and hereby established. The Town agrees that Owner shall have an immediate right to develop the Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.

9. Infrastructure.

- (a) Infrastructure Plan. Except as otherwise provided in this Agreement, so long as Owner proceeds with the development of the Property, Owner may implement and phase the infrastructure improvements to the Property in conformance with an infrastructure plan jointly approved by the Town and Owner (the "Infrastructure Plan"), which Infrastructure Plan may be modified from time to time with the Town's approval, which approval shall not unreasonably be withheld, conditioned or delayed. Town hereby agrees that the Infrastructure Plan shall exclude, and the Owner shall not be required to obtain the approval by the Town, of water infrastructure improvements or wastewater infrastructure improvements, which improvements shall be the responsibility of the Owner and/or the Water Service

Provider (as hereinafter defined) and Wastewater Service Provider (as hereinafter defined) to construct pursuant to Paragraphs 10(a) and 10(b). The Town agrees to consider Owner's request for the condemnation of sewer, utility, and drainage easements and rights-of-way if such easements and rights-of-way are determined by the Town to be necessary to complete the infrastructure anticipated by this Agreement, but in any event the use of eminent domain or condemnation is in the sole discretion of the Town. Owner agrees to reimburse Town for the costs of any such condemnation, including, but not limited to, land and property rights acquisition costs, attorneys' fees and costs of suit. Town agrees to consult with Owner regarding offers of settlement in the event of eminent domain or condemnation actions.

- (b) Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with all applicable rules, regulations, construction standards, and governmental review processes, subject to Paragraph 6 above, all portions of the Infrastructure Plan that relate to the phase or portion of the Property to be developed by Owner at any given time. All such construction performed by Owner shall be performed in a good and workmanlike manner and in compliance with all applicable requirements, standards, codes, rules or regulations of the Town, subject to Paragraph 6 above. The parties hereto acknowledge and agree that the Town, as necessary to implement the Infrastructure Plan, shall cooperate reasonably in facilitating construction of the infrastructure, including, but not limited to, the abandonment of any unnecessary public rights-of-way or easements currently located on the Property at such time as such rights-of-way or easements are demonstrated to be unnecessary by the final plat.
- (i) The construction and installation of public or private streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the Property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the "Infrastructure") shall be subject to and in compliance with applicable state and local regulations, laws and ordinances, subject to Paragraph 6 above. Owner shall cause all Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each phase. All Infrastructure previously constructed and accepted by Pinal County shall not be subject to further Town approval.
- (ii) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair the Infrastructure to the Town or for purposes of starting the

Town's warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.

- (iii) Upon completion by Owner of any Infrastructure pursuant to Paragraph 9(a), Owner shall notify the Town in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in substantial accordance with the approved plans and the requirements of Paragraph 9(a), as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall promptly accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The Town shall notify Owner, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon the warranty described in subparagraph (iv) below for such Infrastructure. Owner, at no cost to Town, shall dedicate rights-of-way or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as reasonably required by Town, which rights-of-way or easements may be located adjacent to or in other public and private rights-of-way or easements. All Infrastructure previously constructed and accepted by Pinal County shall not be subject to further Town approval.

- (iv) Owner shall give to Town a one (1) year warranty regarding the materials and workmanship for all Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or such other date as set forth in a service agreement. Any deficiencies in material or workmanship identified by Town's staff during the warranty period that would adversely impact the public health and safety of residents shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Any other deficiencies in material or workmanship identified by Town's staff during the warranty period shall be remedied collectively to the reasonable satisfaction of Town's staff at the conclusion of the warranty period. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (1) an extension of the warranty for an additional period, or (2) the proper repair of, or (3) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Property. Nothing contained herein shall prevent the Town or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party. Owner shall have the right to contest any determination of the Town or its Staff regarding

deficiencies in materials or workmanship. The warranty period for all Infrastructure previously constructed and accepted by Pinal County shall run from the date of Pinal County's acceptance of such Infrastructure.

- (v) The Owner agrees to forever maintain all (i) rights-of-way designated as private rights-of-way by the PUD, unless such rights-of-way are dedicated by Owner and accepted by the Town; and (ii) landscaping located within the public easements and rights-of-way located on the Property and such obligations shall survive the termination or expiration of this Agreement; provided, however, Owner may assign these obligations to one or more home owners or property owners associations ("HOA" or "POA") provided such HOA or POA is legally bound to perform such rights-of-way and landscaping maintenance obligations and has the contractual right to assess the Property for the costs of such rights-of-way and landscaping maintenance obligations. Upon such assignment of these obligations to an HOA or POA that satisfies the requirements above, Owner shall be relieved of any further obligation to maintain the rights-of-way and landscaping.

- (c) Infrastructure Assurance. The parties hereto acknowledge and agree that the Town, prior to the recording of the final plat for each phase of the subdivision within the Property after the Effective Date, shall require the Owner and/or its designees, successors, assigns, grantees or buyers under contract, to provide assurances which are appropriate and necessary to assure that the installation of Infrastructure within that subdivision, or other subdivision improvements directly related to such building permit or permits, will be completed ("Infrastructure Assurance"). In such case, the Owner may elect, with the approval of the Town, which approval shall not be unreasonably withheld, delayed or conditioned, any one or a combination of the following methods of Infrastructure Assurance. All Infrastructure Assurances provided by the Owner shall comply with the applicable provisions of the Town's Subdivision Ordinance relating to such Infrastructure Assurances. Final Plats recorded in Pinal County shall have their Infrastructure Assurances transferred to the Town immediately upon annexation or Owner may elect, with the approval of the Town, which approval shall not be unreasonably withheld, delayed or conditioned, any one or a combination of the following methods of Infrastructure Assurance. The options for final plats recorded after the Effective Date or recorded in Pinal County that still have Infrastructure Assurances are as follows:
 - (i) Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the Town a performance bond; or
 - (ii) Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be acknowledged by the Town in accordance with the appropriate Lender's requirements; or

- (iii) Letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or
- (iv) Contractor's performance bond; or
- (v) Dual beneficiary declining letter of credit; or
- (vi) Performance deed of trust; or
- (vii) Assurance Agreement for Construction of Subdivision Improvements, together with a Third Party Trust Agreement; or
- (viii) Any other method approved by the Town and Owner consistent with State statutes and Town's subdivision ordinance.

Once the required Infrastructure Assurance has been complied with, the Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town's approval of the particular completed Infrastructure for which the Town has required and the Owner has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance. Town agrees that Owner may satisfy the required Infrastructure Assurance by providing an Assurance Agreement for Construction of Subdivision Improvements, together with a Third Party Trust Agreement, substantially in the form used by Pinal County for Infrastructure Assurances (without requiring any other Infrastructure Assurances).

- (d) Infrastructure and Improvement Financing. The parties acknowledge that a primary purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure improvements necessary to serve new development of the Property. The Town acknowledges and agrees that such infrastructure improvements may be constructed, at Owner's request, through the formation of a Community Facilities District (the "CFD") pursuant to Arizona law, including, but not limited to, A.R.S. § 48-701 et seq. Town will not impose a CFD on the Property without the consent of the Owner. In the event Owner requests the Town to form any CFD, the Town will consider such request in accordance with the Town's adopted CFD Policies and Procedures, and if approved, shall adopt the necessary resolution of intention, and conduct such procedures as are necessary to form the applicable CFDs as required by Arizona law. However, nothing contained herein shall be construed to compel the Town to form a CFD or for the CFD, if formed, to finance any Infrastructure. Owner shall provide all necessary information and shall pay all reasonable and customary Town costs, including costs of legal review by Town counsel, as specified in the Town's CFD Policies and Procedures and the Town's Schedule of Fees, as such may be

amended from time to time, in connection with its request for any CFD formation. The parties agree that the Town must act in accordance with its CFD Policies and Procedures as to the formation of any CFD contemplated under this Paragraph 9(d).

- (e) Street Lights. There will be no Street Lighting Improvement District (SLID) on the Property except as mutually agreed upon, however, streetlights will be required within the Property and will be constructed according to either of: (1) Town standards; (2) as grandfathered by existing development; or (3) as may be approved in the PUD. Any existing SLIDs are hereby approved by the Town.

- (f) Infrastructure Payback Agreement. In the event that the Town imposes upon Owner the obligation to oversize its infrastructure improvements or to provide additional public improvements (“Additional Improvements”), the Town agrees not to impose said obligation on Owner in such a manner that will impede or delay the Owner’s ability to complete the development of its Property on the schedule or in the manner originally planned by Owner prior to the Town’s imposition of such a requirement. Town acknowledges that all required Infrastructure to serve the Property is constructed and installed and Town will not require Owner to construct or install any Additional Improvements.
 - (i) Upon completion of the Additional Improvements, Owner’s project engineer will provide the Town with the actual costs of the land and construction of such improvements, together with a diagram of any benefited properties other than Owner’s property, and a statement of the proportionate share attributable to each of the benefited properties (“Proportionate Share”). The Town shall have the right to review and approve the project engineer’s submittal for a period of thirty (30) days, said approval to be commercially reasonable. The Town shall thereafter require each owner of a benefited property, prior to the issuance of a building permit for the benefited property, to pay to the Town its Proportionate Share plus an additional five percent (5%) to pay for the administrative fee retained by the Town as provided below.

 - (ii) At the time of payment calculation for benefited properties, the payment due shall be adjusted as follows:
 - 1. Calculate the percent increase in either the Engineering News Record (ENR) – Construction Cost Index (CCI) or Building Cost Index (BCI) between:
 - a. the most recently published ENR-CCI or ENR-BCI at the time of the adjustment; and
 - b. the ENR-CCI or ENR-BCI for the same month of the previous year.

2. Multiply the development impact fee in effect in the year immediately prior to the Adjustment; and
 3. Add the resulting amount to the development impact fee in effect in the year immediately prior to the adjustment.
- (iii) Within thirty (30) days of receiving payment pursuant to Paragraph 9(e)(ii) above, Town will reimburse Owner in the amount of such payment, less an administrative fee equal to five percent (5%) of each payment which shall be retained by Town. Any credit or offset to which Owner is entitled to pursuant to this Paragraph 9(e) shall be credited to Owner pursuant to a written amendment to this Agreement, which the Town and Owner agree to negotiate at such time as the costs of such Additional Improvements have been determined and the benefited properties have been identified.

10. Utility Services.

- (a) Potable Water Service. The Town acknowledges and agrees that Johnson Utilities, L.L.C. (“JUC”), or another entity under the common control of JUC (collectively, the “Water Service Provider”) has obtained the necessary governmental approvals (collectively, the “Water Service Approvals”) to become the potable water service provider to the Property. Owner shall have no responsibility to the Town to construct water infrastructure improvements of any kind or to pay water hook-up fees, water impact fees or other similar fees to the Town.
- (b) Wastewater Service. The Town acknowledges and agrees that JUC, or another entity under the common control of JUC (collectively, the “Wastewater Service Provider”) has obtained the necessary governmental approvals (collectively, the “Wastewater Service Approvals”) to become the wastewater service provider to the Property. Owner shall have no responsibility to the Town to construct wastewater infrastructure improvements of any kind or to pay wastewater hook-up fees, wastewater impact fees or other similar fees to the Town.
- (c) Assured Water Supply. If Owner is required to expend funds to obtain a Certificate of Assured Water Supply to the Property or the Water Service Provider is required to expend funds to receive a Designation of Assured Water Supply, Town agrees to consider formation of a CFD to permit reimbursement of additional costs incurred to provide water to the Property through public financing.
- (d) Other Services. The Town, or an entity designated by Town, shall provide trash collection services to the Property. The Town shall provide police and fire protection services and emergency services to the same extent and upon the same terms, conditions and timeliness as those services are being provided to other

properties throughout the Town. Owner, or an entity designated by Owner, shall provide cable television service to the Property, provided that any such cable television service provider has obtained a franchise agreement with the Town or is currently serving the Property.

11. Plans Submittal. Owner shall submit all plats and civil improvement plans to Town Staff. Development of the Property cannot occur until the Town has concurred that the civil improvement plans comply with the PUD and Town standards. Town acknowledges and agrees that it has reviewed all Final Plats, as well as accompanying civil improvement plans, approved by Pinal County for the Property and all such Final Plats, as well as accompanying civil improvement plans, are hereby approved by the Town and all on-going development of the Property in accordance with such Final Plats and civil improvement plans and Pinal County permits can continue without interruption. Town shall review said civil improvement plans and provide Owner with its comments on these submittals in a timely manner. The Town may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes only upon the request of Owner. The Town and Owner shall mutually agree on the Outside Review Agency selected from the Town’s list and the fee for such expedited review.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

13. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

14. Default; Remedies. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after receipt of written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance, subject to Paragraph 19 below.

- (a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the “Town Representative”) shall be the Town Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the “Owner Representative”). The representatives shall be available at all

reasonable times to discuss and review the performance of the parties and the development of the Property.

- (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.
15. Arbitration. If the mediation procedure set forth in Paragraph 14(b) above does not resolve a dispute, either party may submit, by demand letter, correspondence or notice, to the other party, such dispute to arbitration pursuant to this Paragraph 15. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the “Rules”) of the Center for Public Resources (the “CPR”) currently in effect, except as provided herein and except where modified by the provisions hereof.
- (a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of either the Owner or the Town, any other entities or persons whom the Owner of the Town, as the case may be, believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.
 - (b) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question could be barred by the applicable statute of limitations.
 - (c) In the event the amount in controversy is less than \$1,000,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$1,000,000 or more, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.
 - (d) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings

of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Paragraphs 15(f) and 15(g) and reasonable attorneys' fees and reasonable costs and other litigation related costs and expenses to the prevailing party.

- (e) The arbitration shall occur at the offices of the arbitrator (or the third arbitrator if there are three arbitrators) or if the applicable arbitrator does not have an office then within the municipal limits of the Town unless the parties agree otherwise in writing.
- (f) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award. Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after demand, then the other party may either utilize the arbitration process set forth in this Paragraph 15 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.
- (g) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within ten (10) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, punitive or special damages.
- (h) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
- (i) The dispute resolution process set forth in this Paragraph 15 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party. The failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement within the time periods in Paragraph 14

shall constitute a default. In the event of a default, the non-defaulting party shall have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.

- (j) Notwithstanding anything in this Agreement to the contrary, the provisions of Paragraphs 14 and 15 shall not be construed or applied so as to prevent Owner or Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

16. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant 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.

17. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall run with the Property and shall inure to the benefit of and be binding upon the successors-in-ownership of the Property. Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement, other than those pertaining to construction of public infrastructure Improvements, may be assigned to one or more HOAs or POAs to be established by the Owner. Upon the conveyance of all or any portion of the Property or the assignment of any operation and maintenance obligations under this Agreement to an HOA or POA, Owner's liability with respect to such portion of the Property or operation and maintenance obligations hereunder shall terminate effective upon such conveyance of the Property or assumption by the HOA or POA of such obligations. Nothing in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the Property.

18. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the Town such rights pertaining to the portions of the Property so conveyed shall be assigned on a non-exclusive basis to the Town, to the extent that such rights are assignable.

19. No Owner Representations. Nothing contained herein or in the PUD shall be deemed obligate the Owner to complete any part or all of the development of the Property.

20. Good Standing; Authority. Each of the parties represents and warrants to the other that: (i) it is duly formed and validly existing under the laws of the State of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

21. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

22. Governing Law. This Agreement is entered into in Arizona and shall be governed by and construed and interpreted under the laws of the State of Arizona.

23. Choice of Forum. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Pinal and may be removed therefrom only upon the mutual agreement of the Town and Owner.

24. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, Arizona, not later than ten (10) days after this Agreement is executed by the Town and the Owner.

25. Notice. Any notice (delivered by mail, hand or federal express), payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses as follows:

The Town: Town Manager
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

With Copy To: Town Attorney
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

The Owner: CHI Construction Company
 20410 North 19th Avenue
 Suite 100
 Phoenix, AZ 85027
 Attention: Land Department

With Copy to: CHI Construction Company
20410 North 19th Avenue
Suite 100
Phoenix, AZ 85027
Attention: Legal Department

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

26. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the "Term") shall be for a period of the earlier of: (i) complete build-out of the Property, (ii) mutual termination by the parties, or (iii) fifteen (15) years from the date of recordation of this Agreement. Notwithstanding the foregoing, the exemption from payment of all transportation impact fees, assessments or other fees for transportation infrastructure, however named, shall not terminate.

27. Attorneys' Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees, court or arbitration costs, expert witness fees and other litigation or arbitration related expenses.

28. Indemnification. To the fullest extent permitted by law, the Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all third party suits, claims, demands, damages, losses, 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, together with expenses (including but not limited to reasonable attorneys' fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses) (collectively, "Claims"), relating to, arising out of, resulting from or alleged to have resulted from the Owner's construction or installation of the public Infrastructure. This indemnification obligation shall terminate with respect to any Claims accruing on or after Pinal County or the Town accepts the applicable public Infrastructure and the applicable warranty period has expired and all warranty work has been completed.

29. Lot Sale. It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "lot" shall be any lot upon which a building permit has been issued by Pinal County or the Town.

30. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the Town or between any parties comprising Owner.

31. Compliance With Laws. Owner and Town agree to comply with all federal, state, county and municipal statutes, laws, ordinances, rules and regulations relating to the parties' respective obligations under this Agreement. If the Agreement provides for reimbursement of costs relating to the construction of public Infrastructure through a Community Facilities District pursuant to A.R.S. § 48-701 *et seq.*, Owner understands and agrees that in order to receive such reimbursement from bond proceeds issued by a Community Facilities District it must comply with all applicable provisions of Arizona Revised Statutes ("A.R.S.") § 34-301 "Employment of Aliens on Public Works Prohibited", A.R.S. § 34-302 "Residence Requirements for Employees", and A.R.S. § 41-4401 "Government Procurement" (hereinafter referred to as the "Immigration Laws") and the Town may require reasonable confirmation of such compliance as a condition to payment of such bond proceeds.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written above.

TOWN OF FLORENCE,
an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

STATE OF ARIZONA)
) §§
County of Pinal)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 2014 by Tom J. Rankin, the Mayor of the **TOWN OF FLORENCE**, an Arizona municipal corporation, on behalf thereof.

Notary Public

(Seal)

CHI CONSTRUCTION COMPANY,
an Arizona corporation

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014 by _____, of CHI Construction Company, an Arizona corporation, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

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

Notary Public

My Commission Expires:

EXHIBITS

Exhibit A - Legal Description

Exhibit B - Development Impact Fee Schedule

Exhibit A


Legal Description

Lots 216 through 219, inclusive, 235, 259 through 261, inclusive, 265, 267 through 272, inclusive, 325 through 327, inclusive, and 329 through 336, inclusive, PARCEL G AND PORTIONS OF PARCELS K AND F AT MAGIC RANCH, according to the plat of record in the office of the county recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 73, and thereafter Affidavit of Correction recorded at Fee No. 2005-143719.

Exhibit B

Development Impact Fee Schedule

<u>Development Impact Fee Categories</u>	<u>Amount</u>
Transportation/Streets/Roads	\$583
Fire/Emergency Services	\$1,096
Police	\$913
Parks/Open Space	\$857

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10f.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution 1467-14: Pre-Annexation and Development Agreement with D. R. Horton, Inc., a Delaware corporation.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1467-14, entering into a Pre-Annexation and Development Agreement with D. R. Horton, Inc., a Delaware corporation.

BACKGROUND/DISCUSSION:

The subject site is located east of Hunt Highway and south of the Johnson Utilities Section 11 WWTP and is a part of the Magic Ranch community. This agreement covers the remaining 152 single-family residential lots planned for the subject subdivision.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and promotes future rooftop development within the Town of Florence. It is noted that the PADA commits to not increase Development Impact Fees for the subject site for the first 10 years of the 15 year term of the PADA. This agreement also places a \$1,500 cap on single-family home permit fees.

RECOMMENDATION:

Motion to adopt Resolution No. 1467-14, entering into a Pre-Annexation and Development Agreement with D. R. Horton, Inc., a Delaware corporation.

ATTACHMENTS:

Resolution No. 1467-14
D.R. Horton, Inc. PADA

When recorded, return to:

Town Clerk
Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1467-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH D. R. HORTON, INC., A DELAWARE CORPORATION, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “MAGIC RANCH - PARCELS B & C” PROPERTIES).

WHEREAS, the Town of Florence is authorized, pursuant to A.R.S. § 9-500.05, to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, D. R. Horton, Inc., the “Owner” plans to develop 152 single-family residential lots located as legally described on Exhibit “A” and shown on Exhibit “B” attached hereto (the “Property”), and desires to annex the Property into the town limits of Florence; and

WHEREAS, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence General Plan applicable to the Property as of the date of this resolution; and

WHEREAS, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. The Pre-Annexation and Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of 152 single-family residential lots is hereby approved, adopted, and made a part hereof as if fully set out in this resolution. If the

Town does not annex the Property in a timely manner following adoption of the Pre-Annexation and Development Agreement, or if the Town rescinds the resolution annexing the Property, the Town promptly and within thirty days of the adoption of this Resolution shall rescind this resolution.

2. The Mayor of the Town of Florence is authorized to and shall execute the Pre-Annexation and Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of August, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

Exhibit A

Legal Description

Lots 1 through 116, inclusive, and 167 through 202, inclusive, MAGIC RANCH - PARCELS B & C, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet H, Slide 45.

Exhibit B: Annexation No. 2013-01 – “MAGIC RANCH - PARCELS B & C” PROPERTIES



**Town of
Florence**

200-40-0910



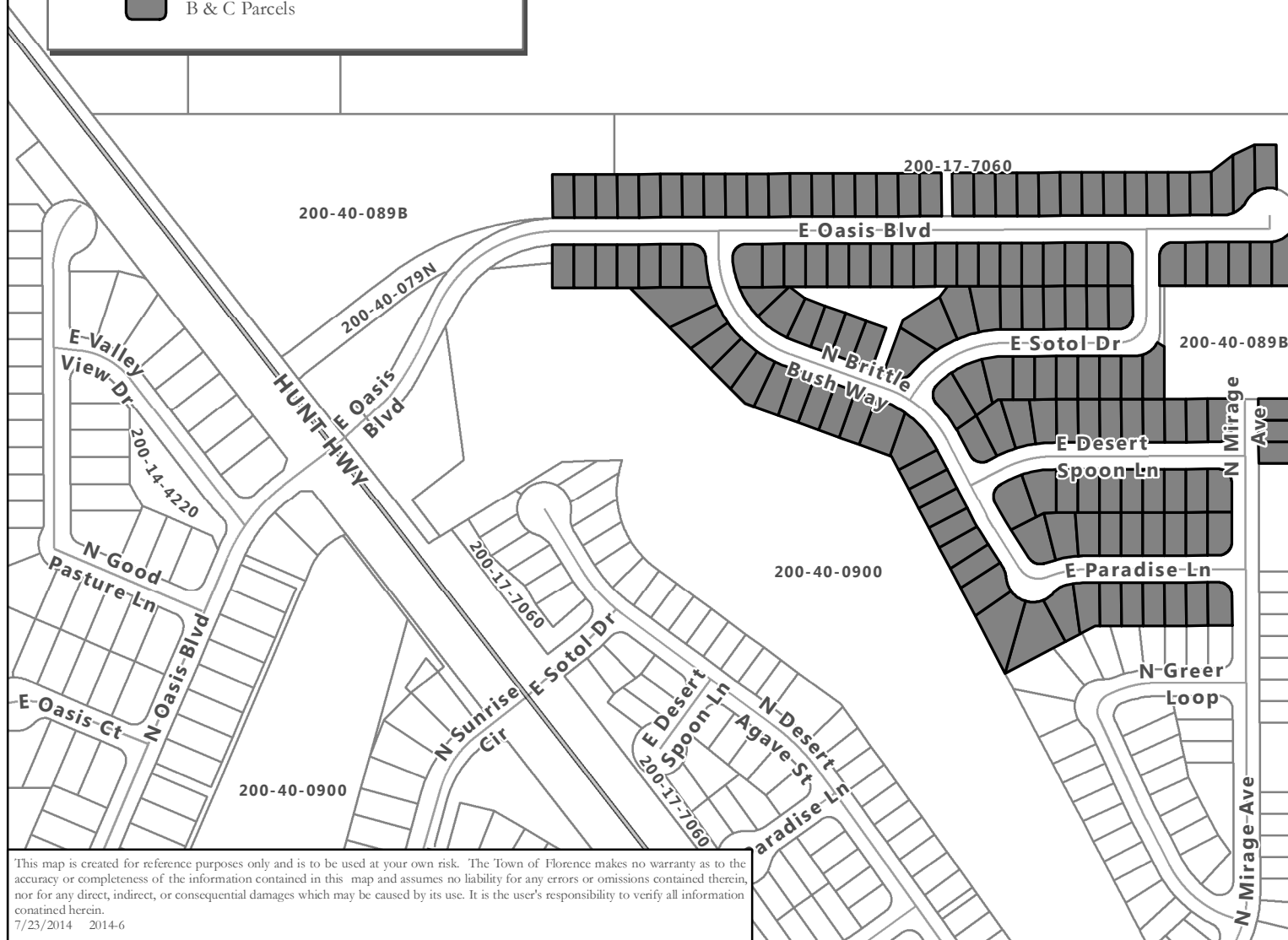
Town Limits



Parcel Lines

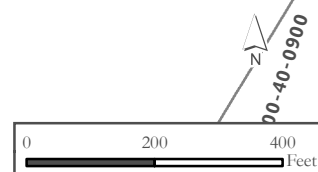


B & C Parcels



This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

7/23/2014 2014-6



WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR
MAGIC RANCH ANNEXATION: ANNEXATION 2013-01
“MAGIC RANCH - PARCELS B & C”**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

D. R. HORTON, INC., a Delaware corporation

DATE: _____, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
MAGIC RANCH ANNEXATION
“MAGIC RANCH - PARCELS B & C”**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and D. R. HORTON, INC., a Delaware corporation (the “Owner”).

RECITALS

A. The Owner is the owner of certain property, or has received the necessary consent to include certain property located in Pinal County, Arizona consisting of 152 single-family residential subdivided lots, all as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”).

B. Owner and the Town desire that the Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The annexation and development of the Property pursuant to the Final Plat for MAGIC RANCH - PARCELS B & C, recorded in Cabinet H, Slide 45, Office of the County Recorder of Pinal County, Arizona (the “Final Plat”), is acknowledged by the parties hereto to be generally consistent with the Town’s General Plan, which may be amended prior to or concurrent with this annexation. The annexation of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

C. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the Town; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related directly or indirectly to the development of the Property.

D. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the Property into the Town. The Town agrees that the Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with the Final Plat is an appropriate designation for this Property and that the PUD zoning is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the PUD zoning designation.

E. Owner and the Town acknowledge that the ultimate development of the Property within the Town is a project of such magnitude that Owner requires assurances from the Town that Owner has the right to complete the development of the Property pursuant to, amongst other things, the PUD plan before it will expend substantial efforts and costs in the development of the Property,

and the Town requires assurances from Owner that development of the Property will be in accordance with the General Plan and the terms and conditions of this Agreement.

F. Without limiting the foregoing, the Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the Town's General Plan and the approved PUD plan; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the Property and the larger land area that includes the Property; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property; (v) creating employment through development of the Property consistent with this Agreement; and/or (vi) creating quality housing and other uses for citizens of the Town. The Town and Owner acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Owner, including present and future assurances to Owner that it will have the ability to develop the Property in accordance with this Agreement, the Final Plat and the PUD.

G. Among other things, development of the Property in accordance with this Agreement, the Final Plat and the PUD will result in the planning, design, engineering, construction, acquisition, installation, and/or provision of public services/infrastructure improvements that will support development of the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.

2. Annexation. Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owner, Owner will deliver to the Town an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the "Annexation Petition"). Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471, *et seq.* and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the "Annexation Ordinance"). The Towns acknowledges and agrees that the Owner would not execute the Annexation Petition and agree to the annexation of the Property if the Town does not approve this Agreement. The Town and Owner hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the Town's annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D) and the annexation of the Property shall be expressly conditioned on the Town's approval of this Agreement.

3. Zoning. Upon annexation, the Town shall follow the legally prescribed procedures under State and Town statutes and ordinances to give the property comparable zoning, which shall be a Planned Unit Development zoning (“PUD”) designation allowing underlying land usage consistent with the Final Plat. The Owner on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement and the comparable zoning, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. 12-1131 et seq., (the “Act”) resulting from this Agreement and the comparable zoning. Owner and the Town understand and agree that the waivers contained in this Paragraph 3 are binding upon Owner’s successors in interest and assigns pursuant to the provisions of A.R.S. 9-500.05(D). The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development to be constructed in general conformance with the Final Plat and PUD.

4. PUD Amendment. The Town and the Owner acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance, by state or federal statute, effectuate minor changes or adjustments through administrative amendments which may be approved by the Town’s Community Development Director, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owner shall have the option to convert the zoning designation(s) under the PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owner of such option and any approval by the Town shall not be deemed to constitute or to require an amendment of this Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning Commission and approved by the Town Council. The following are major changes:

- (a) Any substantial alteration to the list of permitted uses of the Property or locations of planned land uses set forth in the Final Plat or PUD as deemed to be substantial by the Community Development Director;
- (b) Any increase in the overall residential density set forth in the Final Plat or PUD; and/or
- (c) Additional circumstances as described in the PUD Ordinance.

5. Additional Property. The Town hereby agrees to consider, and, if determined in its sole discretion to be in the best interest of the Town, amend this Agreement, from time to time and in accordance with typically applicable notice and hearing requirements solely at the request of Owner, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the Property (the “Additional Property”). The Town and Owner agree that if Owner elects to request from Town the incorporation of such Additional Property or

portions thereof: (1) thereafter, such Additional Property may be included in the Property and shall be subject to and shall benefit from all provisions of the Agreement applicable thereto and any reference herein to the Property shall include such Additional Property, which may increase the maximum density of the Property; (2) the Town and Owner shall cooperate in order for the Additional Property to receive the necessary land use approvals, including any necessary amendment to the PUD and the Final Plat; and (3) the plans and land use designations approved for any Additional Property shall thereafter apply to the applicable Additional Property.

6. Regulation of Development.

- (a) The Applicable Rules. Except as provided in subparagraphs 6(c), 6(d) and 6(f) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement.
- (b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of subparagraph (a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property:
 - (i) rules that the Owner may agree in writing apply to the development of the Property;
 - (ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that such rules shall be the most minimal and the least intrusive alternative practicable to comply with such mandatory requirements, and provided further that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement; and
 - (iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily.
- (c) Development Impact Fees. The Town's Development Impact Fees which shall be imposed upon the Property for a period of ten (10) years commencing from the

effective date of the Annexation, shall be the lesser of (i) the applicable Development Impact Fee listed on Exhibit “B”, or (ii) the applicable Development Impact Fee applicable at the time a building permit is issued by the Town. No other categories or classes of Development Impact Fees shall be imposed upon the Property for a period of ten (10) years commencing from the effective date of the Annexation. After the ten (10) year period and for the duration of this Agreement, the Town’s Development Impact Fees that will be imposed upon the Property shall be the Development Impact Fees then in effect and applicable at the time of permitting. Any Development Impact Fees which are due on residential dwelling units shall be payable when construction permits for the dwelling units are issued.

- (d) Filing, Review and Permit Fees. Except as otherwise provided in Paragraph 7 below, Owner will be required to pay the then applicable filing fees, plan review fees and civil permit fees in effect at the time of issuance of any filing, review or civil permit issuance. Except as otherwise provided in Paragraph 7 below, for a period of ten (10) years commencing from the effective date of the Annexation Owner will be required to pay the Town a building permit fee at the time of issuance of the Town building permit to Owner equal to the lesser of (i) \$1,500 per subdivided lot, or (ii) the applicable building permit fees in effect at the time of issuance of the Town building permit to Owner. Thereafter, Owner will be required to pay the building permit fees in effect at the time of issuance of the Town building permit to Owner. Development Impact Fees shall be paid in accordance with Paragraph 6(c) above.
- (e) Flood Control. Flood control measures for the property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances; and, to the extent they are not superseded by the requirements of the United States Army Corp of Engineers or state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District.
- (f) Building Codes. The Town will grandfather all home construction plans, including standard production home plans, previously approved by Pinal County, for Owner’s development of the Property. If Owner elects, in its sole and absolute discretion, to submit new or additional home construction plans for any portion of the Property, such new or additional home construction plans shall comply with minimum applicable Town standards and codes. Town acknowledges the Owner is processing new home construction plans for the last lots in the Property and the Town agrees to expedite review of the home construction plans. Town acknowledges that the County does not require design review approval of Owner’s standard production home plans and the Town will not review or approve the home plan designs. Owner agrees that any new standard production home plans will be aesthetically consistent with Owner’s other home product in the Magic Ranch Project.

7. Plat and Civil Improvement Plan Approval. The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformance with the PUD, so that the Owner is not delayed in the development of the Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law. Town further agrees that Preliminary Plat approvals shall be valid for a period of two years, with possible extensions as permitted by Town codes. Preliminary/Tentative Plats and Final Plats, as well as accompanying civil improvement plans, approved by Pinal County shall be transferable to the Town so long as approvals are current at the time of annexation, approved plans are provided to the Town and any applicable public safety concerns are adequately addressed. Town acknowledges and agrees that it has reviewed all Final Plats, as well as accompanying civil improvement plans, approved by Pinal County for the Property and all such Final Plats, as well as accompanying civil improvement plans, are hereby approved by the Town and all on-going development of the Property in accordance with such Final Plats and civil improvement plans and Pinal County permits can continue without interruption. Transferred approved plans and plats shall be valid for two years from the effective date of annexation, except in the case of recorded Final Plats, which shall remain valid if infrastructure assurances are in place per paragraph 9(c) and/or subdivision improvements are completed and accepted by the Town. Town acknowledges and agrees that the County issues a single civil permit for all infrastructure improvements rather than separate civil permits for streets, grading and drainage facilities, utilities, etc. Any civil permits or building permits issued by the County for the Property that are current at the time of annexation shall be transferable to the Town and shall remain in effect for the normal and customary term of such permit (including any extensions generally granted by the County) and Owner shall not be required to obtain, or pay for, any replacement Town permits prior to the expiration of such County permits (including any extensions generally granted by the County).

8. Vested Rights. The types of land uses, together with the densities and intensities of such uses for each development parcel on the Property, as shown in the PUD are vested under applicable law and hereby established. The Town agrees that Owner shall have an immediate right to develop the Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.

9. Infrastructure.

- (a) Infrastructure Plan. Except as otherwise provided in this Agreement, so long as Owner proceeds with the development of the Property, Owner may implement and phase the infrastructure improvements to the Property in conformance with an infrastructure plan jointly approved by the Town and Owner (the "Infrastructure Plan"), which Infrastructure Plan may be modified from time to time with the Town's approval, which approval shall not unreasonably be withheld, conditioned or delayed. Town hereby agrees that the Infrastructure Plan shall exclude, and the Owner shall not be required to obtain the approval by the Town, of water infrastructure improvements or wastewater infrastructure improvements, which improvements shall be the responsibility of the Owner and/or the Water Service Provider (as hereinafter defined) and Wastewater Service Provider (as hereinafter defined) to construct pursuant to Paragraphs 10(a) and 10(b). The Town agrees to consider Owner's request for the condemnation of sewer, utility, and drainage

easements and rights-of-way if such easements and rights-of-way are determined by the Town to be necessary to complete the infrastructure anticipated by this Agreement, but in any event the use of eminent domain or condemnation is in the sole discretion of the Town. Owner agrees to reimburse Town for the costs of any such condemnation, including, but not limited to, land and property rights acquisition costs, attorneys' fees and costs of suit. Town agrees to consult with Owner regarding offers of settlement in the event of eminent domain or condemnation actions.

- (b) Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with all applicable rules, regulations, construction standards, and governmental review processes, subject to Paragraph 6 above, all portions of the Infrastructure Plan that relate to the phase or portion of the Property to be developed by Owner at any given time. All such construction performed by Owner shall be performed in a good and workmanlike manner and in compliance with all applicable requirements, standards, codes, rules or regulations of the Town, subject to Paragraph 6 above. The parties hereto acknowledge and agree that the Town, as necessary to implement the Infrastructure Plan, shall cooperate reasonably in facilitating construction of the infrastructure, including, but not limited to, the abandonment of any unnecessary public rights-of-way or easements currently located on the Property at such time as such rights-of-way or easements are demonstrated to be unnecessary by the final plat.
- (i) The construction and installation of public or private streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the Property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the "Infrastructure") shall be subject to and in compliance with applicable state and local regulations, laws and ordinances, subject to Paragraph 6 above. Owner shall cause all Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each phase. All Infrastructure previously constructed and accepted by Pinal County shall not be subject to further Town approval.
- (ii) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair the Infrastructure to the Town or for purposes of starting the Town's warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair

obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.

- (iii) Upon completion by Owner of any Infrastructure pursuant to Paragraph 9(a), Owner shall notify the Town in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in substantial accordance with the approved plans and the requirements of Paragraph 9(a), as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall promptly accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The Town shall notify Owner, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon the warranty described in subparagraph (iv) below for such Infrastructure. Owner, at no cost to Town, shall dedicate rights-of-way or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as reasonably required by Town, which rights-of-way or easements may be located adjacent to or in other public and private rights-of-way or easements. All Infrastructure previously constructed and accepted by Pinal County shall not be subject to further Town approval.

- (iv) Owner shall give to Town a one (1) year warranty regarding the materials and workmanship for all Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or such other date as set forth in a service agreement. Any deficiencies in material or workmanship identified by Town's staff during the warranty period that would adversely impact the public health and safety of residents shall be brought to the attention of Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Any other deficiencies in material or workmanship identified by Town's staff during the warranty period shall be remedied collectively to the reasonable satisfaction of Town's staff at the conclusion of the warranty period. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (1) an extension of the warranty for an additional period, or (2) the proper repair of, or (3) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, the Owner agrees to repair any damage to the Infrastructure caused by Owner's construction activities on the Property. Nothing contained herein shall prevent the Town or Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party. Owner shall have the right to contest any determination of the Town or its Staff regarding deficiencies in materials or workmanship. The warranty period for all

Infrastructure previously constructed and accepted by Pinal County shall run from the date of Pinal County's acceptance of such Infrastructure.

- (v) The Owner agrees to forever maintain all (i) rights-of-way designated as private rights-of-way by the PUD, unless such rights-of-way are dedicated by Owner and accepted by the Town; and (ii) landscaping located within the public easements and rights-of-way located on the Property and such obligations shall survive the termination or expiration of this Agreement; provided, however, Owner may assign these obligations to one or more home owners or property owners associations ("HOA" or "POA") provided such HOA or POA is legally bound to perform such rights-of-way and landscaping maintenance obligations and has the contractual right to assess the Property for the costs of such rights-of-way and landscaping maintenance obligations. Upon such assignment of these obligations to an HOA or POA that satisfies the requirements above, Owner shall be relieved of any further obligation to maintain the rights-of-way and landscaping.

- (c) Infrastructure Assurance. The parties hereto acknowledge and agree that the Town, prior to the recording of the final plat for each phase of the subdivision within the Property after the Effective Date, shall require the Owner and/or its designees, successors, assigns, grantees or buyers under contract, to provide assurances which are appropriate and necessary to assure that the installation of Infrastructure within that subdivision, or other subdivision improvements directly related to such building permit or permits, will be completed ("Infrastructure Assurance"). In such case, the Owner may elect, with the approval of the Town, which approval shall not be unreasonably withheld, delayed or conditioned, any one or a combination of the following methods of Infrastructure Assurance. All Infrastructure Assurances provided by the Owner shall comply with the applicable provisions of the Town's Subdivision Ordinance relating to such Infrastructure Assurances. Final Plats recorded in Pinal County shall have their Infrastructure Assurances transferred to the Town immediately upon annexation or Owner may elect, with the approval of the Town, which approval shall not be unreasonably withheld, delayed or conditioned, any one or a combination of the following methods of Infrastructure Assurance. The options for final plats recorded after the Effective Date or recorded in Pinal County that still have Infrastructure Assurances are as follows:
 - (i) Owner and/or its assignees, designees, grantees and purchasers under contract is required to file with the Town a performance bond; or
 - (ii) Owner and/or its assignees, designees, grantees and purchasers under contract is required to deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be acknowledged by the Town in accordance with the appropriate Lender's requirements; or

- (iii) Letter of financial assurance from Owner's lender or the lender of Owner's assignees, designees, grantees and purchasers under contract; or
- (iv) Contractor's performance bond; or
- (v) Dual beneficiary declining letter of credit; or
- (vi) Performance deed of trust; or
- (vii) Assurance Agreement for Construction of Subdivision Improvements, together with a Third Party Trust Agreement; or
- (viii) Any other method approved by the Town and Owner consistent with State statutes and Town's subdivision ordinance.

Once the required Infrastructure Assurance has been complied with, the Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town's approval of the particular completed Infrastructure for which the Town has required and the Owner has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance. Town agrees that Owner may satisfy the required Infrastructure Assurance by providing an Assurance Agreement for Construction of Subdivision Improvements, together with a Third Party Trust Agreement, substantially in the form used by Pinal County for Infrastructure Assurances (without requiring any other Infrastructure Assurances).

- (d) Infrastructure and Improvement Financing. The parties acknowledge that a primary purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure improvements necessary to serve new development of the Property. The Town acknowledges and agrees that such infrastructure improvements may be constructed, at Owner's request, through the formation of a Community Facilities District (the "CFD") pursuant to Arizona law, including, but not limited to, A.R.S. § 48-701 et seq. Town will not impose a CFD on the Property without the consent of the Owner. In the event Owner requests the Town to form any CFD, the Town will consider such request in accordance with the Town's adopted CFD Policies and Procedures, and if approved, shall adopt the necessary resolution of intention, and conduct such procedures as are necessary to form the applicable CFDs as required by Arizona law. However, nothing contained herein shall be construed to compel the Town to form a CFD or for the CFD, if formed, to finance any Infrastructure. Owner shall provide all necessary information and shall pay all reasonable and customary Town costs, including costs of legal review by Town counsel, as specified in the Town's CFD Policies and Procedures and the Town's Schedule of Fees, as such may be

amended from time to time, in connection with its request for any CFD formation. The parties agree that the Town must act in accordance with its CFD Policies and Procedures as to the formation of any CFD contemplated under this Paragraph 9(d).

- (e) Street Lights. There will be no Street Lighting Improvement District (SLID) on the Property except as mutually agreed upon, however, streetlights will be required within the Property and will be constructed according to either of: (1) Town standards; (2) as grandfathered by existing development; or (3) as may be approved in the PUD. Any existing SLIDs are hereby approved by the Town.
- (f) Infrastructure Payback Agreement. In the event that the Town imposes upon Owner the obligation to oversize its infrastructure improvements or to provide additional public improvements (“Additional Improvements”), the Town agrees not to impose said obligation on Owner in such a manner that will impede or delay the Owner’s ability to complete the development of its Property on the schedule or in the manner originally planned by Owner prior to the Town’s imposition of such a requirement.
 - (i) Upon completion of the Additional Improvements, Owner’s project engineer will provide the Town with the actual costs of the land and construction of such improvements, together with a diagram of any benefited properties other than Owner’s property, and a statement of the proportionate share attributable to each of the benefited properties (“Proportionate Share”). The Town shall have the right to review and approve the project engineer’s submittal for a period of thirty (30) days, said approval to be commercially reasonable. The Town shall thereafter require each owner of a benefited property, prior to the issuance of a building permit for the benefited property, to pay to the Town its Proportionate Share plus an additional five percent (5%) to pay for the administrative fee retained by the Town as provided below.
 - (ii) At the time of payment calculation for benefited properties, the payment due shall be adjusted as follows:
 - 1. Calculate the percent increase in either the Engineering News Record (ENR) – Construction Cost Index (CCI) or Building Cost Index (BCI) between:
 - a. the most recently published ENR-CCI or ENR-BCI at the time of the adjustment; and
 - b. the ENR-CCI or ENR-BCI for the same month of the previous year.

2. Multiply the development impact fee in effect in the year immediately prior to the Adjustment; and
 3. Add the resulting amount to the development impact fee in effect in the year immediately prior to the adjustment.
- (iii) Within thirty (30) days of receiving payment pursuant to Paragraph 9(e)(ii) above, Town will reimburse Owner in the amount of such payment, less an administrative fee equal to five percent (5%) of each payment which shall be retained by Town. Any credit or offset to which Owner is entitled to pursuant to this Paragraph 9(e) shall be credited to Owner pursuant to a written amendment to this Agreement, which the Town and Owner agree to negotiate at such time as the costs of such Additional Improvements have been determined and the benefited properties have been identified.

10. Utility Services.

- (a) Potable Water Service. The Town acknowledges and agrees that Johnson Utilities, L.L.C. (“JUC”), or another entity under the common control of JUC (collectively, the “Water Service Provider”) has obtained the necessary governmental approvals (collectively, the “Water Service Approvals”) to become the potable water service provider to the Property. Owner shall have no responsibility to the Town to construct water infrastructure improvements of any kind or to pay water hook-up fees, water impact fees or other similar fees to the Town.
- (b) Wastewater Service. The Town acknowledges and agrees that JUC, or another entity under the common control of JUC (collectively, the “Wastewater Service Provider”) has obtained the necessary governmental approvals (collectively, the “Wastewater Service Approvals”) to become the wastewater service provider to the Property. Owner shall have no responsibility to the Town to construct wastewater infrastructure improvements of any kind or to pay wastewater hook-up fees, wastewater impact fees or other similar fees to the Town.
- (c) Assured Water Supply. If Owner is required to expend funds to obtain a Certificate of Assured Water Supply to the Property or the Water Service Provider is required to expend funds to receive a Designation of Assured Water Supply, Town agrees to consider formation of a CFD to permit reimbursement of additional costs incurred to provide water to the Property through public financing.
- (d) Other Services. The Town, or an entity designated by Town, shall provide trash collection services to the Property. The Town shall provide police and fire protection services and emergency services to the same extent and upon the same terms, conditions and timeliness as those services are being provided to other properties throughout the Town. Owner, or an entity designated by Owner, shall

provide cable television service to the Property, provided that any such cable television service provider has obtained a franchise agreement with the Town or is currently serving the Property.

11. Plans Submittal. Owner shall submit all plats and civil improvement plans to Town Staff. Development of the Property cannot occur until the Town has concurred that the civil improvement plans comply with the PUD and Town standards. Town acknowledges and agrees that it has reviewed all Final Plats, as well as accompanying civil improvement plans, approved by Pinal County for the Property and all such Final Plats, as well as accompanying civil improvement plans, are hereby approved by the Town and all on-going development of the Property in accordance with such Final Plats and civil improvement plans and Pinal County permits can continue without interruption. Town shall review said civil improvement plans and provide Owner with its comments on these submittals in a timely manner. The Town may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes only upon the request of Owner. The Town and Owner shall mutually agree on the Outside Review Agency selected from the Town’s list and the fee for such expedited review.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

13. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

14. Default; Remedies. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after receipt of written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance, subject to Paragraph 19 below.

(a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the “Town Representative”) shall be the Town Manager and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the “Owner Representative”). The representatives shall be available at all reasonable times to discuss and review the performance of the parties and the development of the Property.

- (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.
15. Arbitration. If the mediation procedure set forth in Paragraph 14(b) above does not resolve a dispute, either party may submit, by demand letter, correspondence or notice, to the other party, such dispute to arbitration pursuant to this Paragraph 15. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the "Rules") of the Center for Public Resources (the "CPR") currently in effect, except as provided herein and except where modified by the provisions hereof.
- (a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of either the Owner or the Town, any other entities or persons whom the Owner of the Town, as the case may be, believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.
- (b) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question could be barred by the applicable statute of limitations.
- (c) In the event the amount in controversy is less than \$1,000,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$1,000,000 or more, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.
- (d) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Paragraphs 15(f)

and 15(g) and reasonable attorneys' fees and reasonable costs and other litigation related costs and expenses to the prevailing party.

- (e) The arbitration shall occur at the offices of the arbitrator (or the third arbitrator if there are three arbitrators) or if the applicable arbitrator does not have an office then within the municipal limits of the Town unless the parties agree otherwise in writing.
- (f) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award. Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after demand, then the other party may either utilize the arbitration process set forth in this Paragraph 15 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.
- (g) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within ten (10) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, punitive or special damages.
- (h) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
- (i) The dispute resolution process set forth in this Paragraph 15 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party. The failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement within the time periods in Paragraph 14 shall constitute a default. In the event of a default, the non-defaulting party shall

have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.

- (j) Notwithstanding anything in this Agreement to the contrary, the provisions of Paragraphs 14 and 15 shall not be construed or applied so as to prevent Owner or Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

16. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant 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.

17. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall run with the Property and shall inure to the benefit of and be binding upon the successors-in-ownership of the Property. Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement, other than those pertaining to construction of public infrastructure Improvements, may be assigned to one or more HOAs or POAs to be established by the Owner. Upon the conveyance of all or any portion of the Property or the assignment of any operation and maintenance obligations under this Agreement to an HOA or POA, Owner's liability with respect to such portion of the Property or operation and maintenance obligations hereunder shall terminate effective upon such conveyance of the Property or assumption by the HOA or POA of such obligations. Nothing in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the Property.

18. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the Town such rights pertaining to the portions of the Property so conveyed shall be assigned on a non-exclusive basis to the Town, to the extent that such rights are assignable.

19. No Owner Representations. Nothing contained herein or in the PUD shall be deemed obligate the Owner to complete any part or all of the development of the Property.

20. Good Standing; Authority. Each of the parties represents and warrants to the other that: (i) it is duly formed and validly existing under the laws of the State of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

21. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and

effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

22. Governing Law. This Agreement is entered into in Arizona and shall be governed by and construed and interpreted under the laws of the State of Arizona.

23. Choice of Forum. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Pinal and may be removed therefrom only upon the mutual agreement of the Town and Owner.

24. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, Arizona, not later than ten (10) days after this Agreement is executed by the Town and the Owner.

25. Notice. Any notice (delivered by mail, hand or federal express), payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses as follows:

The Town: Town Manager
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

With Copy To: Town Attorney
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

The Owner: D. R. Horton, Inc.
 20410 North 19th Avenue
 Suite 100
 Phoenix, AZ 85027
 Attention: Land Department

With Copy to: D. R. Horton, Inc.
20410 North 19th Avenue
Suite 100
Phoenix, AZ 85027
Attention: Legal Department

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

26. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the "Term") shall be for a period of the earlier of: (i) complete build-out of the Property, (ii) mutual termination by the parties, or (iii) fifteen (15) years from the date of recordation of this Agreement. Notwithstanding the foregoing, the exemption from payment of all transportation impact fees, assessments or other fees for transportation infrastructure, however named, shall not terminate.

27. Attorneys' Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees, court or arbitration costs, expert witness fees and other litigation or arbitration related expenses.

28. Indemnification. To the fullest extent permitted by law, the Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all third party suits, claims, demands, damages, losses, 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, together with expenses (including but not limited to reasonable attorneys' fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses) (collectively, "Claims"), relating to, arising out of, resulting from or alleged to have resulted from the Owner's construction or installation of the public Infrastructure. This indemnification obligation shall terminate with respect to any Claims accruing on or after Pinal County or the Town accepts the applicable public Infrastructure and the applicable warranty period has expired and all warranty work has been completed.

29. Lot Sale. It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "lot" shall be any lot upon which a building permit has been issued by Pinal County or the Town.

30. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the Town or between any parties comprising Owner.

31. Compliance With Laws. Owner and Town agree to comply with all federal, state, county and municipal statutes, laws, ordinances, rules and regulations relating to the parties' respective obligations under this Agreement. If the Agreement provides for reimbursement of costs relating to the construction of public Infrastructure through a Community Facilities District pursuant to A.R.S. § 48-701 *et seq.*, Owner understands and agrees that in order to receive such reimbursement from bond proceeds issued by a Community Facilities District it must comply with all applicable provisions of Arizona Revised Statutes ("A.R.S.") § 34-301 "Employment of Aliens on Public Works Prohibited", A.R.S. § 34-302 "Residence Requirements for Employees", and A.R.S. § 41-4401 "Government Procurement" (hereinafter referred to as the "Immigration Laws") and the Town may require reasonable confirmation of such compliance as a condition to payment of such bond proceeds.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written above.

TOWN OF FLORENCE,
an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

STATE OF ARIZONA)
) §§
County of Pinal)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 2014 by Tom J. Rankin, the Mayor of the **TOWN OF FLORENCE**, an Arizona municipal corporation, on behalf thereof.

Notary Public

(Seal)

D. R. HORTON, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014 by _____, of D. R. Horton, Inc., a Delaware corporation, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

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

Notary Public

My Commission Expires:

EXHIBITS

Exhibit A - Legal Description

Exhibit B - Development Impact Fee Schedule

Exhibit A


Legal Description

Lots 1 through 116, inclusive, and 167 through 202, inclusive, MAGIC RANCH - PARCELS B & C, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet H, Slide 45.

Exhibit B

Development Impact Fee Schedule

<u>Development Impact Fee Categories</u>	<u>Amount</u>
Transportation/Streets/Roads	\$583
Fire/Emergency Services	\$1,096
Police	\$913
Parks/Open Space	\$857

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10g.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution 1468-14: Pre-Annexation and Development Agreement with El Dorado Arizona Farms, LLC		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1468-14, entering into a Pre-Annexation and Development Agreement with El Dorado Arizona Farms, LLC.

BACKGROUND/DISCUSSION:

The subject site, represented by this PADA, is known as the Arizona Farms West project. Arizona Farms West is a proposed 389 acre master planned community with various types of residential and complementary land uses. A new PUD zoning request for this project, which addresses all aspects of the proposed development in greater detail, is being concurrently considered by the Mayor and Town Council. The site is within the pending Magic Ranch annexation area.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and promotes new development and population growth within the Town of Florence.

It is noted that the PADA commits to not increase Development Impact Fees for the single-family residential lots planned within this project for the first fifteen years of the twenty year term of the PADA.

A slightly higher tier of Development Impact Fees will apply to other types of development within the project for the first fifteen years of the twenty year term of the PADA; however, this project is primarily focused on single-family residential development.

After the initial fifteen year period, the then applicable Development Impact Fees would be charged to all new development.

Staff notes that these terms vary from some other recent agreements because of the size and complexities of the Arizona Farms East and West projects, particularly with these projects planning for a future freeway land reservation, fire station site dedication, community park dedication, school site dedications, etc.

RECOMMENDATION:

Motion to adopt Resolution No. 1468-14, entering into a Pre-Annexation and Development Agreement with El Dorado Arizona Farms, LLC.

ATTACHMENTS:

Resolution No. 1468-14
Arizona Farms West PADA

When recorded, return to:

Town Clerk
Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1468-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH EL DORADO ARIZONA FARMS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “ARIZONA FARMS WEST” PROPERTY).

WHEREAS, the Town of Florence is authorized, pursuant to A.R.S. § 9-500.05, to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, EL DORADO ARIZONA FARMS, LLC, the “Owner” plans to develop approximately 389 acres located as legally described on Exhibit “A” and as shown on Exhibit “D” attached hereto (the “Property”), and desires to annex the Property into the town limits of Florence; and

WHEREAS, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence General Plan applicable to the Property as of the date of this resolution; and

WHEREAS, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. The Pre-Annexation and Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of approximately 389 acres is hereby approved, adopted, and made a part hereof as if fully set out in this resolution. If the Town does

not annex the Property in a timely manner following adoption of the Pre-Annexation and Development Agreement, or if the Town rescinds the resolution annexing the Property, the Town promptly and within thirty days of the adoption of this resolution shall rescind this resolution.

2. The Mayor of the Town of Florence is authorized to and shall execute the Pre-Annexation and Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of August, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

EXHIBIT A
El Dorado Arizona Farms, LLC.
Legal Descriptions:

PARCEL NO. 1:

THAT PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECOND EAST, (BASIS OF BEARING), 2632.80 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1445.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF WAY LINE, 2176.38 FEET TO A POINT FROM WHICH A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1, BEARS SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, 1122.99 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, BEING PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2532.53 FEET TO A POINT ON THE WESTERLY LINE OF THE SAID NORTHWEST QUARTER OF SECTION 1, AND FROM WHICH POINT THE WEST CORNER OF SAID SECTION 1, BEARS SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, 853.13 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, 1728.34 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1185.40 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 2:

THAT PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECOND EAST, (BASIS OF BEARING), 2632.80 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1445.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, 1185.40 FEET DISTANT THEREFROM;

THENCE SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, 2176.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1122.99 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1 AND FROM WHICH POINT, THE EAST QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A 1" CONCRETE FILLED PIPE, BEARS NORTH 89 DEGREES 13 MINUTES 27 SECONDS EAST, 2014.69 FEET DISTANT THEREFROM;

THENCE SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST, 3227.33 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1 AND FROM WHICH POINT THE SW CORNER SAID SECTION 1, BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP, BEARS SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, 2623.71 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 853.13 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, 1728.34 FEET DISTANT THEREFROM;

THENCE NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, BEING PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2532.53 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

EXHIBIT A continued

PARCEL NO. 3:

THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 8:

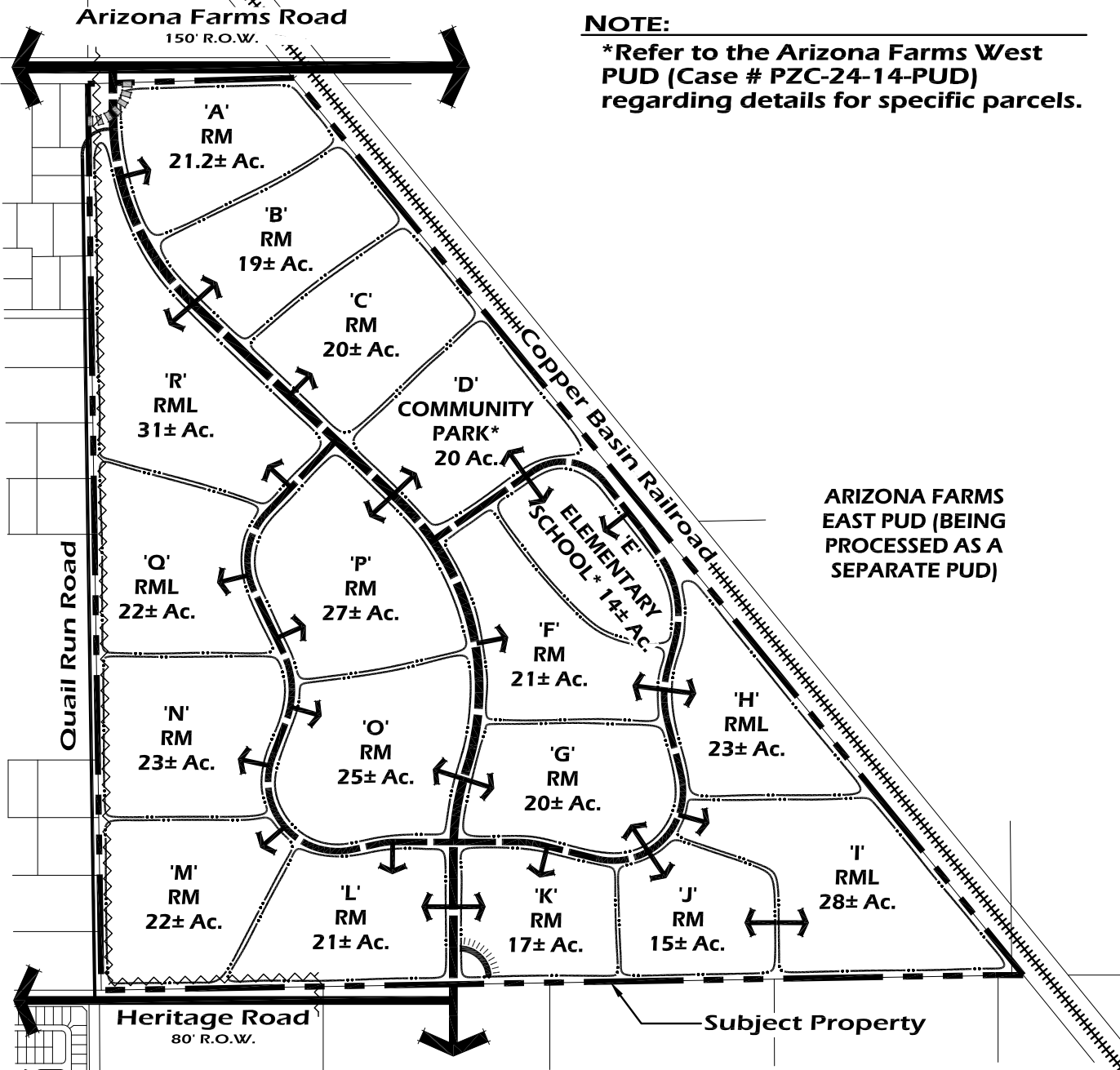
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.



NOTE:
 *Refer to the Arizona Farms West PUD (Case # PZC-24-14-PUD) regarding details for specific parcels.

ARIZONA FARMS EAST PUD (BEING PROCESSED AS A SEPARATE PUD)

PLAN SUMMARY TABLE:

PUD Zoning District	Land Use	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
RML	Single-Family Residential	104± Ac.	3.5 DU/AC	364
RM	Single-Family Residential	251.2± Ac.	5.5 DU/AC	1,382
RM*	Community Park Site	20 Ac.	5.5 DU/AC	110
RM*	Elementary School Site	14± Ac.	5.5 DU/AC	77
		389.2± Ac.		1,933



EXHIBIT D: ARIZONA FARMS WEST PUD

2014.07.17
 WLB No. 198026-C-004



WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR
MAGIC RANCH ANNEXATION: ANNEXATION 2013-01
“ARIZONA FARMS WEST PROPERTY”**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

EL DORADO ARIZONA FARMS, LLC, an Arizona Limited Liability Company

DATE: _____, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
MAGIC RANCH ANNEXATION: ANNEXATION 2013-01
“ARIZONA FARMS WEST” PROPERTY**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and EL DORADO ARIZONA FARMS, L.L.C., an Arizona limited liability company (“El Dorado”).

RECITALS

A. El Dorado (“Owner”) is the owner of certain properties within the Magic Ranch Annexation Area located in Pinal County, Arizona consisting of approximately 389.2 acres (the “Arizona Farms West Property”) as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “West Property”).

B. Owner also owns additional certain Property consisting of approximately 604.4 acres that is located in the Arizona Farms Annexation Area (the “Arizona Farms East Property”). Langley Arizona Farms 150, LLC (“Langley”) also owns 157 acres in the Arizona Farms Annexation Area (the “Langley Property”) and the Langley Property is also part of the Arizona Farms East Property (hereafter referred to as the “East Property”). The Arizona Farms West Property (hereafter referred to as the “West Property”) is part of the Arizona Farms Master Plan, as well as the East Property. As such, although there are two Annexations and two proposed Planned Unit Development (“PUD”) Zoning cases, there is one Arizona Farms Master Plan (the “Project”). The entire Project and the location of each of the East Properties within the Arizona Farms Annexation Area and the West Property within the Magic Ranch Annexation Area are depicted on Exhibit “B” and the Planned Unit Development East PUD and the Planned Unit Development West PUD are both depicted on Exhibit “C”. There are provisions, both in this Agreement covering the West Property and in the Pre-Annexation and Development Agreement covering the East Property, that apply to and benefit the entire Project, including but not limited to, development impact fee credits that are received as a result of land dedications and perhaps land improvements for municipal use, as discussed in Paragraph 7 that may be applied to the entire Project, at the Owners’ discretion, rather than to just the East Property or the West Property where the land dedications or improvements occur. As such, the West Property refers to the area of the Project that lies west of the railroad right-of-way and falls within the Magic Ranch Annexation Area and is being zoned as the Arizona Farms West Planned Unit Development PUD and the East Property refers to the area of the Project that lies east of the railroad right-of-way and falls within the Arizona Farms Annexation Area and is being zoned as the Arizona Farms Planned Unit Development East PUD.

C. Owner and the Town desire that the West Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The annexation and development of the West Property pursuant to this Agreement and the Arizona Farms West PUD, which is attached as Exhibit “D” and the PUD Narrative, which shall be acted on concurrent with the annexation and kept on file at the Town of Florence, are acknowledged by the parties hereto to

be generally consistent with the Town's General Plan Land Use Designation of Master Planned Community (MPC), which shall be amended prior to or concurrent with this annexation. The annexation of the West Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

D. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the West Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the West Property by the Town; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (iii) conditions, terms, restrictions, policies and procedures for the formation of one or more community facilities districts; (iv) the permitted uses for the West Property; (v) the density and intensity of such uses; and (vi) other matters related directly or indirectly to the development of the West Property.

E. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the West Property into the Town. The Town agrees that the proposed PUD, which shall replace the Arizona Farms comparable zoning initially applied upon annexation, allowing uses consistent with the MPC land use classification is an appropriate designation for this West Property and that the PUD zoning is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the West Property.

F. Owner and the Town acknowledge that the ultimate development of the West Property within the Town is a project of such magnitude that Owner requires assurances from the Town that Owner has the right to complete the development of the West Property pursuant to the PUD, amongst other things, before it will expend substantial efforts and costs in the design and development of the West Property, and the Town requires assurances from Owner that development of the West Property will be in accordance with the PUD and the terms and conditions of this Agreement.

G. Without limiting the foregoing, the Town and Owner acknowledge that the development of the West Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the West Property to be consistent with the Town's General Plan and the approved PUD; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the West Property and the larger land area that includes both the West and East Properties; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the West Property; (v) creating employment through development of the West Property consistent with this Agreement; and/or (vi) creating quality housing and other uses for citizens of the Town. The Town and Owner acknowledge that the development of the West Property pursuant to this Agreement will result in significant benefits to Owner, including

present and future assurances to Owner that it will have the ability to develop the West Property in accordance with this Agreement and the PUD.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.

2. Annexation. Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the West Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owner, Owner will deliver to the Town an appropriate Petition for Annexation (the "Annexation Petition") in a form prepared by Town and duly executed by the West Property owner; Town shall cause the Annexation Petition to satisfy the applicable statutory requirements. Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the West Property into the corporate limits of the Town (the "Annexation Ordinance"). The Town and Owner hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the Town's annexation of the West Property does not become effective and final pursuant to A.R.S. § 9-471(D). Furthermore, the Town and Owner hereby acknowledge and agree that Owner desires to have the entire Project, which includes both the East and West Properties, annexed into the Town. Therefore, should one or both of the annexation efforts, Arizona Farms Annexation and/or Magic Ranch Annexation, fail to obtain the other land owner petitions necessary to meet the statutory requirements for annexation, the Town agrees to work expeditiously and in good faith with Owner to pursue and complete one or more additional annexations in order to accomplish the annexation of both the Arizona Farms West and Arizona Farms East properties into the corporate limits of Florence.

3. Zoning. Upon annexation, the Town shall follow the legally prescribed procedures under State and Town statutes and ordinances to give the West Property comparable zoning, which shall be a Planned Unit Development zoning ("PUD") designation allowing the uses permitted by the Pinal County Arizona Farms PAD. Owner and Town agree that approval of the annexation shall also constitute the Town's approval to replace this initial zoning with the new Arizona Farms West PUD. The Owner, on behalf of itself and all other parties having an interest in the West Property, intends to encumber the West Property and consents to all the conditions imposed by this Agreement, comparable zoning, and the Arizona Farms West PUD. The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals and/or issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development of the Project to be constructed in general conformance with the PUD.

4. Density. The Town and Owner hereby acknowledge and agree that the PUD provides for a maximum number of residential units for the West Property (the "Maximum Density") and the

PUD provides parameters for reallocation of residential dwelling units within the West Property and/or reallocation of residential units between the West Property and the East Property. Regardless of any reallocation, Owner shall not exceed the total Maximum Densities of the West and East Properties combined without prior Major Amendment of the two PUDs, which amendments shall be reviewed by the Planning Commission and be subject to the review and approval of the Florence Town Council. Except as otherwise provided in the two PUDs, neither the Planning Commission nor the Town Council shall be required or obligated to approve an increase in the Maximum Density, although they may elect, in their discretion, to do so.

5. PUD Amendment. The Town and the Owner acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance or by state or federal statute, effectuate minor changes or adjustments, such as, but not limited to, adjustments to internal roadway alignments and adjustments to the internal locations of parks, open space, schools, drainage facilities, through administrative amendments which may be approved by the Town's Planning Director, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owner shall have the option to convert the zoning designation(s) under the applicable PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owner of such option and any approval by the Town shall not be deemed to constitute or to require an amendment of this Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning Commission and approved by the Town Council.

The following provisions are intended to provide criteria for the determination of major and minor PUD amendments. Amendments to the approved PUD may be requested by the applicant or its successors in interest. Amendments may be limited to one or more development parcels as depicted on Exhibits C and D. Unless otherwise requested in the application, any proposed change will not affect development units or development parcels not included in the proposed amendment. Only the contents of the specific amendment request may be considered and acted upon by the Planning Director, the Planning and Zoning Commission and Town Council.

- (a) Procedure. When changes or modifications to the PUD are necessary or appropriate, proposed amendments or modifications shall conform to the following procedures:
 - (i) The applicant(s) shall consult with the Town Planning Director to determine if the proposed change is a Minor or Major amendment.
 - (ii) The applicant(s) shall submit an amendment application to the Planning Director outlining the proposed Minor or Major Amendment.
- (b) Major Amendments. If the Planning Director determines the proposed amendment to be a Major Amendment, as described below, the amendment request shall be processed in the manner set forth by the Town of Florence

Development Code. An amendment will be deemed as Major if it involves any of the following:

- (i) Any substantial alteration to the list of permitted uses of the property set forth in the PUD, as deemed to be substantial by the Planning Director;
 - (ii) A change in the exterior boundary of the PUD;
 - (iii) An increase in the overall residential density of this PUD in excess of ten percent, except if the excess is transferred from Arizona Farms East PUD;
 - (iv) The reallocation of residential dwelling units within development parcels from one development parcel to another in a manner that results in any of the following, as measured against the original land use density set forth in the PUD: (a) an increase in the number of residential dwelling units for any one particular development parcel of greater than ten percent (10%) of the total number allocated to such development parcel in the PUD, provided such increase does not constitute a change in the residential zoning designation; or (b) a decrease in the number of residential dwelling units of any development parcel that would leave less than ten percent (10%) of the total number allocated to such development parcel in the PUD.
 - (v) A change which could have significant negative impact on areas adjoining the PUD District as determined by the Planning Director.
 - (vi) Any change, which could have a significant traffic impact on roadways adjacent to or external to the PUD District, as determined by the Town Engineer.
- (b) Minor Amendments. If the proposed amendment does not meet the requirements outlined above for a Major Amendment, then it shall be considered a Minor Amendment and shall be acted upon administratively by the Planning Director within a reasonable timeframe without prior notice and hearing. Unless otherwise required by law, those changes determined to be Minor Amendments shall not require public notice or public hearings. An amendment will be deemed as Minor if it involves any of the following:
- (i) Any reallocation of residential dwelling units that does not meet the parameters set forth immediately above;
 - (ii) Any minor alteration to the list of permitted uses of the property set forth in the PUD, as deemed to be minor by the Planning Director;
 - (iii) An adjustment to the alignment of any defined arterial or collector roadway as defined by Exhibit D.

- (iv) The relocation or removal of any proposed school sites;
 - (v) The relocation of the 20-acre community park as shown on Exhibits C and D either within the Arizona Farms West PUD or to the east of the railroad within the Arizona Farms East PUD. If Town does not pursue the acquisition of the Community Park, the removal of the Park can be via a Minor Amendment, but the PUD must continue to meet minimum open space requirements.
 - (vi) Adjustments to the internal locations of private parks and open space areas, as shown on Exhibits C and D.
- (c) Approval. Upon the approval of any proposed amendment to the PUD, the amendment shall be attached to the PUD as an addendum and shall become a part thereof. Applicable sections of the PUD may need to be updated per the determination of the Planning Director.
- (d) Administrative Amendments and Interpretations. On occasion, it may be necessary to request formal or informal interpretation from the Town Planning Director related to the implementation and/or interpretation of the PUD. These circumstances may relate to interpretation of project intent, use, development standards related to provisions of the Town Code and/or to interpretation of intent of the narrative contained within this PUD. Interpretation to these provisions shall be made in written form upon the request of the developer and/or its assigns.
- (e) Town agrees to reduce the Planning Application fee for any PUD Amendments submitted on the West Property to half of the usual and customary PUD Amendment fee for a three year period commencing upon the effective date of the Magic Ranch annexation.

6. Additional “West Property”. The Town hereby agrees to consider, and, if determined in its sole discretion to be in the best interest of the Town, amend this Agreement, from time to time and in accordance with typically applicable notice and hearing requirements solely at the request of Owner, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the West Property (the “Additional West Property”). The Town and Owner agree that if Owner elects to request from Town the incorporation of such “Additional West Property” or portions thereof: (1) thereafter, such Additional West Property may be included in the West Property and shall be subject to and shall benefit from all provisions of the Agreement applicable thereto and any reference herein to the West Property shall include such Additional West Property, which may increase the maximum density of the West Property; (2) the Town and Owner shall cooperate in order for the Additional West Property to receive the necessary land use approvals, including any necessary amendment to PUD; and (3) the plans and land use designations approved for any Additional West Property shall thereafter apply to the applicable Additional West Property.

7. Land Dedication for Municipal Use. Owners agree to dedicate land within the West Property for municipal use by the Town (“Dedicated West Property”) and Town agrees to the terms of dedication as follows:

- (a) Town Park. The proposed Town Community Park Property (“Town Park”) shall consist of a maximum twenty (20) acre site suitable for a public community park that would be owned and maintained by the Town. Owner agrees to donate or sell (for a price not to exceed \$1.00) the Town Park to the Town. Town Park facilities shall be of a type and quality that do not create any danger to health and safety in surrounding areas and which do not create any offensive noise, lighting, vibration, smoke, dust or odor. The location of the Town Park property is depicted conceptually on the West Property PUD Exhibit D with an underlying residential zone district of RM. Owner may relocate the Town Park to a residentially zoned property within the East Property that is presently owned by Owner, subject to the Town’s approval. The Town’s approval of the relocation of the Town Park shall not be unreasonably delayed, conditioned or denied. Such relocation, should it occur, shall be processed as an administrative amendment to the two PUDs. The Town agrees that the park facilities and improvements that will be constructed by the Town will be generally commensurate for a 20-acre site with the types of facilities identified in the Town’s Parks, Trails and Open Space Master Plan and may include, but not be limited to, mass grading, drainage retention for the Town Park and the adjacent streets, parking, athletic fields, sports courts, picnic areas with ramadas, children’s play area, restroom building, site lighting and landscaping. If athletic field lighting is required, the Town and Owner agree that athletic field lighting shall not occur within 300 feet of adjacent residential lots. Furthermore, Town Park lighting shall be appropriately shielded and the athletic field lighting shall be restricted to no later than 10:00 p.m., except for occasional Town-approved special events (not to exceed three days in any calendar month, except where approved by the homeowners association having jurisdiction over the surrounding area); Town Park facilities shall not be open prior to 8 AM or close later than 11 PM . The Town agrees to obtain park design and site plan approval from the Owner prior to construction, and the Owner agrees to cooperate with the Town in determining the appropriate type, number and location of park improvements and facilities. Owner’s approval shall not be unreasonably delayed, conditioned or denied.
- (i) Off-Site Improvements. Prior to dedication or sale of the Town Park, Owner shall cause to be installed adjacent ‘off-site’ street improvements, including pavement, curb and gutter and sidewalk, but excluding right-of-way landscaping; utility improvements, including water, sewer, electrical and telephone stubbed out to the Town Park boundaries; perimeter fencing (architecturally compatible with the Project’s design theme) on the developed residential lots and common area tracts that are adjacent to and share a common property line with the Town Park; and temporary and/or permanent ‘on-site’ drainage retention basins for the adjacent street improvements (all such improvements are hereinafter described as the “Town Park Improvements”). Owner shall have no obligation to cause the

construction of the Town Park Improvements within any given timeframe, except as provided for within this Agreement. Instead, the Town Park Improvements shall be constructed at such time as Owner elects to cause the construction of the same type of improvements in the vicinity and immediately adjacent to the Town Park. All other improvements on or for the benefit of the Town Park that are not discussed in this Agreement shall be the responsibility of the Town.

- (ii) On-Site Park Improvements and Facilities. Owner may elect at its option to cause the design and construction of all or a portion of the park improvements and facilities prior to the dedication of the Park Property. The park facilities and improvements, whether provided by El Dorado or the Town, will be generally commensurate for a 20-acre site with the types of facilities identified in the Town's Parks, Trails and Open Space Master Plan and may include, but not be limited to, mass grading, drainage retention, parking, athletic fields, sports courts, picnic areas with ramadas, children's play area, restroom building, site lighting and landscaping. Should Owner elect to cause the design and construction of all or a portion of the on-site park improvements and facilities, Owner agrees to obtain park design and site plan approval from the Town prior to construction, and the Town agrees to cooperate with Owner in determining the appropriate type, number and location of park improvements and facilities and to the timely processing of the plans, specifications, product selections and site plan approvals and permits. The Town's approval shall not be unreasonably delayed, conditioned or denied
- (iii) Compatibility. The Town will use all reasonable efforts and consult with Owners so that design of any structures or other improvements on the Town Park are compatible with the nature and feel of the surrounding area and complies with any established architectural and/or design guidelines for the Project.
- (iv) Maintenance. The Town agrees that following dedication of the Town Park the Town shall maintain the Town Park and the improvements and facilities according to applicable Town standards and state law. If Owner elects to cause the construction of the on-site park improvements and facilities, the Town agrees to accept the dedication of the Town Park together with all improvements and facilities and to immediately take over operation and maintenance of the park facilities, all without cost to Owner. Owner agrees to not include, or to exclude if previously included, the Town Park from any CC&R's or Homeowner's Association.
- (v) Development Impact Fee Credit for Land Only Park Property Dedication. El Dorado will receive credits against the applicable Parks and Open Space Development Impact Fees, in an amount equal to the fair market value of the Town Park at the time of dedication, as determined in a certified appraisal as defined in A.R.S. § 32-3601 that is conducted by an

independent party and that is paid for by the Town. If the Town Park Improvements as defined in paragraph 7(a)(i) have been completed, the appraisal shall take the existence of the Town Park Improvements into consideration in determining the fair market value of the Town Park. Regardless of the location of the Town Park, whether in the West Property or the East Property, the credits may be applied at the discretion of Owner to the entire Arizona Farms Project and not just the side where the Town Park is located.

- (vi) Development Impact Fee Credit for Land and Improved Town Park Dedication. If Owner elects to cause the design and construction of the on-site park facilities and improvements, Owner will not be required to pay the then applicable park related filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permits and Owner will receive additional development impact fee credits, in addition to the fair market value of the land component of the Town Park as defined in Paragraph 7(a)(i) and (v), equal to the actual costs to design and to construct all on-site park improvements and facilities as permitted by state statutes. The Town agrees that Owner and Owner's project engineer will provide the Town with the actual costs of the design and the construction of such improvements and facilities, which costs will be evidenced by copies of paid receipts on all fees, copies of professional services agreements and proof of payment for services on all design elements of the park improvements on the Town Park and contracts and proof of payment for all construction of improvements and facilities on the Town Park. The Town agrees that Owner is not required to obtain professional services agreements and/or construction contracts through the Arizona Procurement Code, A.R.S. § Chapter 23, process in order to be eligible to receive the Park Development Impact Fee Credits.
- (vii) Cost of Park Land and Park Improvements in Excess of Available Impact Fee Credits. Should the fair market value of the Town Park plus the actual cost of on-site park improvements and facilities exceed the total projected Parks and Open Space Development Impact Fee Credits that would be available for the entire Arizona Farms Project (East and West Properties), Owner may elect in Owner's discretion to cause the construction of only a portion of the park improvements and facilities to reduce or eliminate the shortfall; and/or the Town may elect to do any one of the following or combination thereof in order to reduce or eliminate the shortfall: (i) purchase the Town Park (20 acres) at its fair market value; (ii) utilize eligible Town funds to meet the shortfall; or (iii) require a Payback Agreement per Paragraph 13(f) from other benefitted property owners to reimburse the shortfall to Owner, provided, however, that option (iii) above shall require the approval of Owner. An Amendment to this Development Agreement outlining the specific method for reducing or eliminating the shortfall, if such a shortfall is expected to occur, shall be determined by mutual agreement of Owner and Town and shall occur

prior to Owner commencing the design of the park improvements and facilities or the Town Park dedication, whichever occurs first.

- (viii) Optional Scenario. Owner and Town agree that it is in the best interest of the Owner and the Town to develop the Town Park within the Project as promptly as possible and to complete such Town Park in the most mutually cost efficient manner possible. Therefore, Owner and Town agree that if the Town Park is to be developed in accordance with the facilities described within this Agreement and as mutually agreed upon and a completed Town Park (with completed on-site improvements) is donated or sold (for \$1.00) to the Town prior to the date of issuance of the two-hundred fiftieth (250th) single-family dwelling home permit on the Project, Town agrees to waive any Parks or Open Space Development Impact Fee that is now or ever would be applicable to any development with the Project and such agreement would survive the expiration of this Agreement. Furthermore, it is understood that Owner shall, prior to dedication of the Town Park pursuant to this paragraph, complete all the Town Park Improvements described in Paragraph 7(a)(i) required for the Town Park.
- (ix) Application of the Development Impact Fee Credits. The development impact fee credits for the Town Park dedication will be applied at the time of payment of building permit fees and will be realized on either a first come, first served basis, or if Owner elects, on a pro-rata basis to specifically selected parcels to be constructed on either the West or East Property or both the West and East Properties. Although the Development Impact Fee Credits for the Town Park shall be the property of the Owner, Owner shall have the right to assign all or any portion of such credits to any other owner of real property within the Project, and Town shall allow such other owner to apply any such credits toward impact fees owing by such other owner as though such credits had been originally issued to such other owner;
- (x) Timing of Town Park Property Dedication with On-Site Improvements. If Owner elects to design and construct the on-site Town Park facilities and improvements, the Town shall agree to accept the dedication of the Town Park within ninety (90) days of notification from El Dorado that the park facilities and improvements are complete and operational and Owner is ready for the Town to take over ownership.
- (xi) Timing of Town Park Property Dedication without On-Site Improvements. Should Owner elect not to design and construct the Town Park facilities and improvements, El Dorado shall dedicate the Town Park to the Town and the Town shall accept the dedication within six (6) months following the date the Town notifies Owner that it intends to develop the Town Park or within six (6) months following the date of issuance of the two-hundred fiftieth (250th) single-family dwelling building permit on the entire

Project, whichever occurs first. Should the Town require the dedication before Owner has constructed the Town Park Improvements in Paragraph 7(a)(i), the Town shall be responsible for constructing the Town Park Improvements at no cost to the Owner. In the event the Town fails to initiate its development of the Park Property according to this Paragraph 7, within seven (7) years of the dedication of the Park Property, ownership of the Town Park Property shall revert to Owner as vacant land at the Town's expense and Town shall have the right to develop the vacant land as a private park (developer designed and HOA owned) and/or for residential land uses. Development of the Town Park Property by the Town shall be defined as commencement of construction of the park improvements described in Paragraph 7(a) for the entire area of the Park Property (as opposed to construction of certain improvements with additional improvements contemplated for future construction).

8. School Site Development. The West Property is located in the Florence Unified School District ("FUSD"). Owners shall cooperate with FUSD to provide FUSD with the option to use certain land ("School Property") within the West Property for a possible elementary school site to serve the West Property's new residents, but the location and size of the School Property shall be subject to the approval of Owners in their sole discretion. FUSD shall have ten (10) years from the Effective Date to commence construction of an elementary school on the School Property, which 10 years may be extended at Owners' election. If FUSD does not commence construction of an elementary school on the School Property before the expiration of such 10-year period, or within any extension of such 10-year period, Owners shall be free to use the School Property for all purposes including residential or commercial purposes, as permitted by the PUD, or sell the School Property in fee without any claim, right or privilege on the part of the School District or any other person or party. Nothing contained herein shall prevent Owner from donating any school site to another educational entity that would develop the site for educational purposes should FUSD not elect to pursue the acquisition and/or development of a site first offered to FUSD.
 - (a) No Additional Fees or Charges. To the extent that Owner dedicates a School Property to the School District, the Town shall not impose on Owner (or any other owner of any portion of the Project) any development fees, impact fees, exactions or other similar fees or charges relating in any manner to elementary schools nor shall Town require Owner (or any other owner of any portion of the Project) to pay roof top fees or any other charges to the School District.
 - (b) Owner Improvements. Prior to conveyance of the School Property, the Owner dedicating the School Property shall cause to be installed adjacent 'off-site' street improvements, including pavement, curb and gutter and sidewalk (but excluding right-of-way landscaping); utility improvements, including water, sewer, electrical, telephone and cable stubbed out to the School Property boundaries; perimeter fencing (architecturally compatible with the West Property's design theme) on the developed residential lots and common area tracts that are adjacent to and share a common property line with the School Property; and temporary

and/or permanent 'on-site' drainage retention basins for the adjacent street improvements (all such improvements are hereinafter described as the "Owner School Property Improvements"). Owner shall have no obligation to construct the Owner School Property Improvements within any given timeframe. Instead, Owners shall construct the Owner School Property Improvements only at such time as Owner elects to construct the same type of improvements in the vicinity and immediately adjacent to the School Property. All other improvements on or for the benefit of the School Property shall be the responsibility of FUSD or alternative educational entity as noted in Paragraph 8.

- (c) The Owner intends on entering into a School Property donation agreement with the School District based on the provisions in this Paragraph 8. The Town agrees that Owner will not be required to provide evidence of an executed agreement with the FUSD or alternative educational entity prior to obtaining any approvals from the Town.

9. Collector Road. The Collector Road within the West Property as depicted on Exhibits C and D will provide traffic circulation for the entire West Property (as well as the property immediately to the south of the Project) without needing to utilize any portion of Quail Run Road. Therefore, it is agreed that the Collector Road will be constructed in-lieu of the half street improvements to Quail Run Road. Owner shall have no obligation to construct any roadway improvements to Quail Run Road. However, Owner agrees that Owner has an obligation to complete a finished and professional appearance along the west border of the West property consistent with the overall theme of the PUD, which may include drainage improvements, a pedestrian pathway and landscaping. Owner also agrees that the subject design requires the tie in of the current Quail Run Lane into the new collector road prior to Arizona Farms Road and any portion of the Quail Run Lane improvements needed to make this tie in shall be fully improved to applicable Town and/or PUD standards.

10. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 10(c), 10(d) and 10(g) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Project, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement, subject to applicable credits under this Agreement.
- (b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of subparagraph (a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Project:
 - (i) rules that the Owner may agree in writing apply to the development of the West Property;

- (ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement;
 - (iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily; and
 - (iv) technical codes adopted by the Town pursuant to the Florence Development Code, as well as future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, such as the International Building Code, which updates and amendments are generated by a nationally recognized construction or safety organization, such as the International Conference of Building Officials, or by the county, state or federal governments or by the Maricopa Association of Governments (the “MAG”) provided that such code updates and amendments shall be applied uniformly and not arbitrarily.
- (c) Single-Family Residential Development Impact Fees. The Town’s existing or future Development Impact Fees for single-family homes that shall be imposed upon the Property for a period of fifteen (15) years commencing from the effective date of the Annexation, shall be in an amount equal to Three Thousand Four Hundred and Forty-Nine Dollars (\$3,449.00) per single-family residential dwelling unit, unless a lesser Development Impact Fee is applicable at the time a building permit is issued by the Town. This Development Impact Fee shall be applied as follows: \$583 for Roads/Transportation; \$1,096 for Fire/EMS; \$913 for Police; and \$857 for Parks. After the fifteen (15) year period and for the duration of this Agreement, the Town’s Development Impact Fees that will be imposed upon the Property shall be the Development Impact Fees then in effect and applicable at the time of permitting. Any Development Impact Fees which are due on residential dwelling units shall be payable when construction permits for the residential dwelling units are issued by the Town. Owner and Town agree that if a CFD is formed on the Property, the “In CFD Fee” indicated on Exhibit E would be applicable in lieu of the aforementioned \$3,449 Development Impact Fee. Town and Owner agree that, if the total Development Impact Fee credits (based

on the cost and/or value of improvements and property) available to Owner under this Agreement for any particular category of Development Impact Fees exceed the total Development Impact Fees for such category that would be due from Owner if all of the Property were totally developed during the initial fifteen (15) years of the term of this Agreement then, at the commencement of the sixteenth (16th) year of the term of this Agreement such excess shall be available to Owner to be applied to the Development Impact Fees for such category thereafter due from Owner in connection with building permits obtained following the initial fifteen (15) years of the term of this Agreement. For example, if the Owner would be entitled to \$5,000,000 in development impact fee credits for parks but the anticipated total development impact fees payable for parks during the initial fifteen (15) years of this Agreement totals only \$4,500,000, then the excess of \$5,000,000 over \$4,500,000 (\$500,000) would be allocated over the remaining undeveloped portion of the Project at the commencement of the 16th year as additional park Development Impact Fee credits, but not to exceed the then applicable parks Development Impact Fees. Owner acknowledges that in no event shall Owner have any right to apply unused Development Impact Fee credits for one category to payment of Development Impact Fees for another category (e.g. Owner cannot apply park Development Impact Fee credits toward payment of police/fire Development Impact Fees).

- (d) Other Development Impact Fees. The Town's existing or future Development Impact Fees for non-single-family home development that shall be imposed upon the Property for a period of fifteen (15) years commencing from the effective date of the Annexation, shall be as indicated in Exhibit E, unless a lesser Development Impact Fee is applicable at the time a building permit is issued by the Town. After the fifteen (15) year period and for the duration of this Agreement, the Town's Development Impact Fees that will be imposed upon the Property shall be the Development Impact Fees then in effect and applicable at the time of permitting. Any Development Impact Fees which are due on non-single-family residential dwelling units shall be payable when construction permits for the development are issued by the Town. If the Project or any portion thereof becomes part of a Community Facilities District that would, in the absence of this Agreement, entitle Owner to a reduction in Development Impact Fees, such reduction in Development Impact Fees shall also reduce the Development Impact Fees that are payable under this Agreement.
- (e) Filing, Review and Permit Fees. Notwithstanding anything to the contrary in this Agreement, Owner will be required to pay the then applicable filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permit issuance. Development Impact Fees shall be paid in accordance with Paragraphs 10(c) and 10(d) above.
- (f) Flood Control. Flood control measures for the West Property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances; and, to the extent they are not

superseded by the requirements of the United States Army Corp of Engineers or state and local laws, regulations and ordinances, the requirements of the Magma Flood Control District and the Pinal County Flood Control District.

- (g) Building Codes. For development in progress at the time this Agreement becomes effective, the Town will grandfather construction plans, including standard production home plans within active recorded subdivisions, approved by Pinal County. New subdivisions and plans introduced after annexation shall comply with minimum applicable Town standards and codes.

11. Plat and Plan Approval. The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformation with the PUD, so that the Owner is not unreasonably delayed in the development of the West Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law. Town further agrees that Preliminary Plat approvals shall be valid for a period of two years, with possible extensions as permitted by Town codes.

12. Vested Rights. The types of land uses, together with the densities of such uses for each development parcel on the West Property, as shown in the PUD are hereby established. The Town agrees that, for the term of this Agreement, Owner shall have an immediate right to develop and use the West Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.

13. Infrastructure.

- (a) Infrastructure Plan. Except as otherwise provided in this Agreement, so long as Owner proceeds with the development of the West Property, Owner may implement and phase the infrastructure improvements to the West Property in conformance with an infrastructure plan jointly approved by the Town and Owner (the "Infrastructure Plan"), which Infrastructure Plan may be modified from time to time with the Town's approval, which approval shall not unreasonably be withheld, conditioned or delayed. Town hereby agrees that the Infrastructure Plan shall exclude, and the Owner shall not be required to obtain the approval by the Town, of water infrastructure improvements or wastewater infrastructure improvements, which improvements shall be the responsibility of the Owner and/or the Water Service Provider (as hereinafter defined) and Wastewater Service Provider (as hereinafter defined) to construct pursuant to Paragraphs 14(a) and 14(b), provided, however, that if Town acquires or otherwise becomes the Water Service Provider and/or the Wastewater Service Provider, water infrastructure improvements and wastewater infrastructure improvements for which the plans have not been previously approved by the then existing Water Service Provider or Wastewater Service Provider shall thereafter be subject to approval by the Town. Owner agrees to construct the water infrastructure improvements and wastewater infrastructure improvements in accordance with all other applicable regulations, laws and ordinances. The Town agrees to consider Owner's request for the condemnation of sewer, utility, and drainage easements and rights-of-way if such easements and rights-of-way are determined by the

Town to be necessary to complete the infrastructure anticipated by this Agreement, but in any event the use of eminent domain or condemnation is in the sole discretion of the Town. If Town condemns or otherwise acquires property at Owners' request, Owner agrees to reimburse Town for the costs of any such condemnation, including, but not limited to, land and West Property rights acquisition costs, attorneys' fees and costs of suit. Town agrees to consult with Owner regarding offers of settlement in the event of eminent domain or condemnation actions.

- (b) Construction. The parties hereto acknowledge and agree that to the extent the Owner develops the West Property, the Owner shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with all applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Plan that relate to the phase or portion of the West Property to be developed by Owner at any given time. All such construction performed by Owner shall be performed in a good and workmanlike manner and in compliance with all applicable requirements, standards, codes, rules or regulations of the Town. The parties hereto acknowledge and agree that the Town, as necessary to implement the Infrastructure Plan, shall cooperate reasonably in facilitating construction of the infrastructure, including, but not limited to, the abandonment of any unnecessary public rights-of-way or easements currently located on the West Property at such time as such rights-of-way or easements are demonstrated to be unnecessary by the final plat.
- (i) The construction and installation of public or private streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the West Property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the "Infrastructure") shall be subject to and in compliance with applicable state and local regulations, laws and ordinances. Owner shall cause all Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each phase.
- (ii) Dedication of Infrastructure by Owner shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain and repair the Infrastructure to the Town or for purposes of starting the Town's warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.

- (iii) Upon completion by Owner of any Infrastructure pursuant to Paragraph 13(a), Owner shall notify the Town in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Paragraph 13(a), as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity or utility provider. The Town shall notify Owner, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon the warranty to Town for such Infrastructure described in paragraph 13(b)(iv) below. Owner, at no cost to Town, shall dedicate rights-of-way or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which rights-of-way or easements may be located adjacent to or in other public and private rights-of-way or easements.
- (iv) Each Owner dedicating Infrastructure to the Town shall give to Town a one (1) year warranty for such Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or such other date as set forth in a service agreement. Any deficiencies in material or workmanship identified by Town's staff during the warranty period that would adversely impact the public health and safety of residents shall be brought to the attention of dedicating Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Any other deficiencies in material or workmanship identified by Town's staff during the warranty period shall be remedied by the dedicating Owner to the reasonable satisfaction of Town's staff at the conclusion of the warranty period. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (1) an extension of the warranty for an additional period, or (2) the proper repair of, or (3) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, each Owner agrees to repair any damage to the Infrastructure caused by such Owner's construction activities on the "West Property". Nothing contained herein shall prevent the Town or an Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party. An Owner shall have no liability to the Town under the foregoing warranty for damage to Infrastructure caused by a third party.
- (v) Each Owner agrees to forever maintain all (i) rights-of-way owned by such Owner and designated as private rights-of-way by the PUD, unless such rights-of-way are dedicated by the Owner and accepted by the Town; and (ii) landscaping located within the public easements and rights-of-way

located on such Owner's portion of the West Property and such obligations shall survive the termination or expiration of this Agreement; provided, however, Owners may assign these obligations to one or more home owners' associations ("HOA") provided such HOA is legally bound to such rights-of-way and landscaping maintenance obligations and has adequate financial ability, reasonably acceptable to the Town, to bear such obligations. Once the Town has consented to the assignment of these obligations to an HOA, the previously responsible Owner shall be relieved of any further obligation to maintain the rights-of-way and landscaping.

- (c) Infrastructure Assurance. The parties hereto acknowledge and agree that the Town, prior to the recording of the final plat for each phase of the subdivision within the West Property, shall require the Owner thereof and/or its designees, successors, assigns, grantees or buyers under contract, to provide assurances that are reasonable to assure that the installation of Infrastructure within that subdivision, or other subdivision improvements directly related to such building permit or permits, will be completed ("Infrastructure Assurance"). In such case, the Owner thereof may elect, with the approval of the Town, which approval shall not be unreasonably withheld, any one or a combination of the following methods of Infrastructure Assurance. All Infrastructure Assurances provided by the Owners shall comply with the applicable provisions of the Town's Subdivision Ordinance relating to such Infrastructure Assurances. The options for providing an Infrastructure Assurance are as follows:
- (i) The Owner and/or its assignees, designees, grantees and purchasers under contract may file with the Town a performance bond; or
 - (ii) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be acknowledged by the Town in accordance with the appropriate Lender's requirements; or
 - (iii) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a letter of financial assurance from the Owner's lender or the lender of the Owner's assignees, designees, grantees and purchasers under contract; or
 - (iv) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a Contractor's performance bond; or
 - (v) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a dual beneficiary declining letter of credit; or
 - (vi) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a performance deed of trust; or

- (vii) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a Certificate of Occupancy Hold Agreement; or
- (viii) The Owner and/or its assignees, designees, grantees and purchasers under contract may transfer the relevant portion of the Property to a third party trust containing terms to assure completion of the Infrastructure; or
- (ix) Any other method approved by the Town and the relevant Owner consistent with State statutes and Town's subdivision ordinance.

Once the required Infrastructure Assurance has been complied with, the relevant Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town's approval of the particular completed Infrastructure for which the Town has required and the Owner has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance.

- (d) Infrastructure and Improvement Financing. The Parties acknowledge that a primary purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure improvements necessary to serve new development of the "West Property". The Town acknowledges and agrees that such infrastructure improvements may be constructed, at Owner's request, through the formation of a Community Facilities District (the "CFD") or other special district or improvement district pursuant to current or future Arizona law, including, but not limited to, A.R.S. § 48-701 et seq. or any amended or successor Statutes. In the event Owner requests the Town to form any CFD, the Town will consider such request in accordance with the Town's adopted CFD Policies and Procedures, and if approved, shall adopt the necessary resolution of intention, and conduct such procedures as are necessary to form the applicable CFDs as required by Arizona law. However, nothing contained herein shall be construed to compel the Town to form a CFD or for the CFD, if formed, to finance any Infrastructure. Owner shall provide all necessary information and shall pay all reasonable and customary Town costs, including costs of legal review by Town counsel, as specified in the Town's CFD Policies and Procedures and the Town's Schedule of Fees, as such may be amended from time to time, in connection with its request for any CFD formation. The Parties agree that the Town must act in accordance with its CFD Policies and Procedures as to the formation of any CFD contemplated under this Paragraph 13(d).
- (e) Street Lights. An Owner may request that the Town form a street lighting improvement district on all or part of the Property owned by such Owner; provided, however, street lights will be required within the Property regardless of

whether such a district is formed and will be constructed according to Town standards or as may be approved in the PUD.

- (f) Infrastructure Payback Agreement. In the event that the Town imposes upon Owner the obligation to oversize its infrastructure improvements or to provide additional public improvements (“Additional Improvements”) to benefit properties outside of the West Property (“Benefitted Properties”), the Town agrees not to impose said obligation on Owner in such a manner that will impede or delay the Owner’s ability to complete the development of its West Property on the schedule or in the manner originally planned by Owner prior to the Town’s imposition of such a requirement. Any such imposition of Additional Improvements by the Town shall specify all real property benefitted by such Additional Improvements (“Benefitted Properties”) and the percentage share of the costs of the Additional Improvements that will be allocated to each of the Benefitted Properties.
- (i) Upon completion of the Additional Improvements, Owner’s project engineer will provide the Town with the actual costs of the land and construction of such improvements and a statement of the proportionate share of such costs attributable to each of the Benefitted Properties (“Proportionate Share”). The Town shall have the right to review and approve the project engineer’s submittal for a period of thirty (30) days, said approval to be commercially reasonable. The Town shall thereafter require each owner of a Benefitted Property, prior to the issuance of a building permit for the Benefitted Property, to pay to the Town its Proportionate Share plus an additional five percent (5%) to pay for the administrative fee retained by the Town as provided below, as such sums are adjusted pursuant to Paragraph 13(f)(ii) below.
- (ii) At the time of payment by the owner of any of the Benefitted Properties of the Proportionate Share of the costs of Additional Improvements, the payment due shall be adjusted as follows:
1. Calculate the percentage increase in either the Engineering News Record (ENR) – Construction Cost Index (CCI) or Building Cost Index (BCI) between:
 - a. the most recently published ENR-CCI or ENR-BCI at the time of the adjustment; and
 - b. the ENR-CCI or ENR-BCI for the month immediately following substantial completion of the Additional Improvements.
 2. Multiply the Proportionate Share payable by an owner of Benefitted Property by the lower of the two percentage increases determined pursuant to part (1) above.
- (iii) Within thirty (30) days of receiving payment pursuant to Paragraph 13(f)(ii) above, Town will pay to the Owner who made the Additional Improvements the amount of such payment, less an administrative fee

equal to five percent (5%) of each payment, which administrative fee shall be retained by Town. Any credit or offset to which an Owner is entitled to pursuant to this Paragraph 13(f) shall be credited to such Owner pursuant to a written amendment to this Agreement, which the Town and such Owner agree to negotiate at such time as the costs of such Additional Improvements have been determined and the Benefited Properties have been identified.

14. Utility Services.

- (a) Potable Water Service. The Town acknowledges and agrees that Johnson Utilities, L.L.C. (“JUC”), or another entity under the common control of JUC (collectively, the “Water Service Provider”) has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Water Service Approvals”) to become the potable water service provider to the West Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Water Service Provider in obtaining the Water Service Approvals if necessary. Upon the Water Service Provider demonstrating that it has the Water Service Approvals, the West Property will no longer be considered within the municipal service area of the Town with respect to water service and Owner shall have no responsibility to the Town to construct water infrastructure improvements of any kind or to pay water hook-up fees, water impact fees or other similar fees to the Town. The Town acknowledges that Owner has an executed Master Utility Agreement (“MUA”) with JUC, a copy of which has been provided to the Town. Should the Town purchase JUC the Town agrees to honor the terms of said MUA, including the Water Facility Hook-Up Fees, until the Project is completely built out, or to enter into a comparable Water Service Agreement with the Owners; in such event, Owners shall remain exempt from constructing any water infrastructure improvements and from payment of any water hook-up fees, water impact fees or other similar fees to the Town other than the construction obligations and fees required from Owners under the MUA.
- (b) Wastewater Service. The Town acknowledges and agrees that JUC, or another entity under the common control of JUC (collectively, the “Wastewater Service Provider”) has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Wastewater Service Approvals”) to become the wastewater service provider to the West Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Wastewater Service Provider in obtaining the Wastewater Service Approvals if necessary. Upon the Wastewater Service Provider demonstrating that it has the Wastewater Service Approvals, the West Property will no longer be considered within the municipal service area of the Town with respect to wastewater service and Owner shall have no responsibility to the Town to construct wastewater infrastructure improvements of any kind or to pay wastewater hook-up fees, wastewater impact fees or other similar fees to the Town. The Town acknowledges that Owners have an executed Master Utility Agreement (“MUA”) with JUC, a copy of which has been provided to the Town. Should the Town purchase JUC the Town agrees

to honor the terms of said MUA, including the Wastewater Facilities Hook-Up Fees, until the Project is completely built out, or to enter into a comparable Wastewater Service Agreement with the Owners; in such event, Owners shall remain exempt from constructing any wastewater infrastructure improvements and/or paying any wastewater hook-up fees, wastewater impact fees or other similar fees to the Town other than the construction obligations and fees required from Owners under the MUA.

- (c) Assured Water Supply. If Owner is required to expend funds to obtain an assured water supply to the Property or the Water Service Provider is required to expend funds to receive a designation of assured water supply, Town agrees to consider formation of a CFD to permit reimbursement of additional costs incurred to provide water to the Property through public financing.
- (d) Other Services. The Town, or an entity designated by Town, shall provide trash collection services to the West Property. The Town shall provide police and fire protection services to the same extent and upon the same terms, conditions and timeliness as those services are being provided to other properties throughout the Town. Owner, or an entity designated by Owner, shall have the right, but not the obligation, to provide cable television service to the West Property, provided that any such cable television service provider has obtained a franchise agreement with the Town.
- (d) Reclaimed Water. Owner or any entity designated by Owner shall have the right, but not the obligation, to supply reclaimed water or effluent to the West Property as needed by Owner, any successor to Owner, or to any HOA or POA.

15. Plans Submittal. Owner shall submit all plats and plans to Town Staff. Development of the West Property cannot occur until the Town has concurred that the plans comply with the PUD and Town standards. Town shall review said plans and provide Owner with its comments on these submittals in a timely manner. The Town may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes only upon the request of Owner. The Town and Owner shall mutually agree on the Outside Review Agency selected from the Town’s list and the fee for such expedited review.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

17. Additional Acts and Documents. Each party hereto agrees to do all things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any party in furtherance of the rights under this Agreement, such approval shall not be reasonably withheld.

18. No Additional Dedications or Exactions. The Town agrees that except for the dedications, fees, and exactions identified in this Agreement, the Town shall not attempt to acquire or require as a condition to development of the Property in accordance with the PUD and any PUD Amendments, or as a condition to the provision of the Town services described herein, or through zoning or subdivision stipulations, or other exactions, reservations, conditions, or otherwise, any further dedications of portions of the Property or easements or other rights over portions of the Property for any purpose. Notwithstanding the foregoing, the Town may require dedication of interior streets and reasonable drainage and utility easements which do not materially burden or interfere with the timely development of the Property.

19. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town, provided, however, that an amendment to this Agreement that affects less than all of the West Property shall be effective upon execution by the Town and all owners of portions of the West Property affected by the amendment. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

20. Default; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance. In no event shall any owner of any portion of the Property be liable in any manner for any breach of this Agreement by an owner of any other portion of the Property, and the Town shall not withhold, delay or condition any approval or other action regarding a non-breaching owner because of the existence of any breach or alleged breach by another owner.

- (a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The representative for the Town shall be the Town Manager and the representative for El Dorado shall be as identified by El Dorado from time to time. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the West Property.
- (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

21. Arbitration. If the mediation procedure set forth in Paragraph 20(b) above does not resolve a dispute, any party may submit, by demand letter, correspondence or notice, to another party, such dispute to arbitration pursuant to this Paragraph 21. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the “Rules”) of the Center for Public Resources (the “CPR”) currently in effect, except as provided herein and except where modified by the provisions hereof.

- (a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of any party to the arbitration, any other entities or persons whom such party believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.
- (b) The parties agree that the remedies available for the award by the arbitrator(s) under this Paragraph 21 in a dispute arising out of or relating to this Agreement or breach thereof shall be limited to specific performance and declaratory relief and the arbitrator may not issue an award of monetary damages, whether characterized as actual, consequential or otherwise, except as provided in Sub-paragraphs 21(e) and 21(h), and provided, however, that the arbitrator(s) may award the payment of an amount owed or may enjoin the withholding of amounts due under this Agreement.
- (c) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question is barred by the applicable statute of limitations.
- (d) In the event the amount in controversy is less than \$100,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$100,000 or more, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second party-arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.
- (e) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Paragraphs 21(b),

21(g) and 21(h) and reasonable attorneys' fees and reasonable costs to the prevailing party.

- (f) The arbitration shall occur within the municipal limits of the Town unless the parties agree otherwise in writing.
- (g) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award. Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after demand, then the other party may either utilize the arbitration process set forth in this Paragraph 21 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.
- (h) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within fifteen (15) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, monetary damages.
- (i) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
- (j) The dispute resolution process set forth in this Paragraph 21 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the "West Property" or to claims for injunctive relief or mandamus by either party. In the event a default (as defined in Section 21) is not cured within the notice and cure period described in Section 21, the non-defaulting party shall have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.
- (k) Notwithstanding anything in this Agreement to the contrary, the provisions of Paragraphs 20 and 21 shall not be construed or applied so as to prevent Owner or

Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

22. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant 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.

23. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the West Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, expressly assigning such rights and obligations. Without limitation of the foregoing, an Owner may assign all or any portion of impact fee credits held by an Owner to any owner of any portion of the Project. Following transfer of any portion of the West Property by the owner thereof, the transferor shall be released from any further obligations under this Agreement pertaining solely to the transferred portion of the West Property and the transferee shall thereafter be solely responsible for such obligations.

Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement, other than those pertaining to construction of public infrastructure improvements, may be assigned to one or more HOAs to be established by the Owner. The Owner agrees to provide the Town with written notice of any assignment of the Owner's rights or obligations within 15 days after such assignment. In the event of a complete assignment by Owner of all rights and obligations of Owner hereunder, Owner's liability hereunder shall terminate effective upon the assumption by Owner's assignee. Nothing in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the West Property.

24. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the West Property; provided, however, that in connection with any conveyance of portions of the West Property to the Town such rights pertaining to the portions of the West Property so conveyed shall be assigned, to the extent that such rights are assignable to the Town.

25. No Owner Representations. Nothing contained herein or in the PUD shall be deemed to obligate the Town or the Owner to complete any part or all of the development of the West Property.

26. Good Standing; Authority. Each of the parties and their assigns represents (and will represent) and warrants to the other that: (i) it is duly formed and validly existing under the laws of Arizona, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good

standing under applicable state laws, and (iii) that the individual(s) executing this Agreement (or who will execute this Agreement) on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

27. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

28. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

29. Choice of Forum. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Pinal and may be removed therefrom only upon the mutual agreement of the Town and Owner.

30. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, Arizona, not later than ten (10) days after this Agreement is executed by the Town and the Owner.

31. Notice. Any notice, (delivered by mail, hand or federal express) assignment, payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses and/or email addresses as follows:

The Town: Town Manager
Town of Florence
775 N. Main Street
PO Box 2670
Florence, Arizona 85132

With Copy To: Town Attorney
Town of Florence
775 N. Main Street
PO Box 2670
Florence, Arizona 85132

El Dorado: El Dorado Arizona Farms, LLC
c/o El Dorado Holdings, Inc.
426 North 44th Street, Suite 100
Phoenix, AZ 85008
Attention: Jim Kenny (jkenny@eldoradoholdings.net)

or Linda Cheney (cheneytomlinda@cox.net)

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

32. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the "Term") shall be for a period of the earlier of: (i) complete build-out of the West Property, (ii) mutual termination by the parties, or (iii) twenty (20) years from the date of recordation of this Agreement. For good cause shown, Owner may request and Town may approve an additional 10-year extension. The Town shall not unreasonably withhold, condition or delay approval of such extension request. At the request of the Town Manager, Owner shall meet with the Town Manager and provide the Town with annual project status reports.
33. Attorneys' Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees.
34. Insurance Requirements. The Owner, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the time that construction improvements are being made during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the failing Owner under this Agreement following expiration of the notice and cure period stated in Paragraph 20. The Owner's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials and employees as additional Insureds.
- (a) General Liability. The Owner shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form West Property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims. The Commercial General Liability

additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG2O101185 (October 2001 version).

- (b) Automobile Liability. The Owner shall, at its expense, maintain a commercial / business automobile liability insurance policy with a combined single limit for bodily injury and “West Property” damage of not less than \$1,000,000.00 each occurrence with respect to any of the Owner’s owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, “any auto”, Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and West Property damage shall apply.

- (c) Indemnification. Except as otherwise specifically provided in this Agreement, to the fullest extent permitted by law, the Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all suits, claims, demands, damages, losses, 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, together with expenses (including but not limited to attorneys’ fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Owner’s negligence or intentional misconduct, including but not limited to the negligence or intentional misconduct of the Owner’s agents or employees or anyone for whose acts they or the Owner is liable under applicable law in the performance of this Agreement, except that the foregoing shall not apply to claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders, judgments, remedial actions, costs, cleanup actions and expenses caused in whole or in part by the negligence or intentional misconduct of the Town, its Council members, agents, officers, officials and employees. The Town shall remain responsible to the fullest extent permitted by law for any acts of negligence or intentional misconduct by the Town, its Council members, agents, officers, officials and employees.
 - (i) The Owner’s duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, or result from the negligence or intentional misconduct of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner’s agents or employees, or anyone for whose acts they or Owner is liable under applicable law in the performance of this Agreement.
 - (ii) The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this

Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement.

- (iii) The indemnity provisions of this Agreement shall survive the termination of this Agreement.

35. Lot Sale. It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the West Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not lots sold in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "lot" shall be any lot upon which a home has been constructed or may be constructed under applicable law.

36. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the Town or between any parties comprising Owner.

37. Compliance With Certain Federal and State Laws. The Owner hereby agrees to comply with all applicable provisions of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If the Agreement contains provisions relating to the construction of public infrastructure improvements or the formation of a Community Facilities District pursuant to A.R.S. § 48 - 701 et seq., the Owner constructing such improvements hereby agrees to comply with all applicable provisions of Arizona Revised Statutes ("A.R.S.") § 34 - 301 "Employment of Aliens on Public Works Prohibited", A.R.S. § 34 - 302 "Residence Requirements for Employees", and A.R.S. § 41-4401 "Government Procurement" (hereinafter referred to as the "Immigration Laws"). A breach of the Immigration Laws shall constitute a default of this Agreement and, if uncured, may subject the breaching Owner to additional penalties including termination of the Agreement at the sole discretion of the Town. Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the Owner's, contractor's or any subcontractor's employees who perform work under this Agreement, to ensure that Owner, contractor and any subcontractors are complying with the Immigration Laws. Owner agrees not to hinder the Town in regard to any such inspections. The Town may, in its sole discretion, conduct random verification of the employment records of the Owner, contractor and any subcontractors to ensure compliance with the Immigration Laws. Owner shall not be deemed to have materially breached the Immigration Laws if the Owner establishes that (a) it or its contractors or subcontractors has complied with the employment verification requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. §1324(a) and 8 U.S.C.A. §1324 (b)(1)(A), et seq., the E-Verify requirements of A.R.S. § 23 - 214(A) or (b) the Owner (i) has included the provisions of this section in any contract the Owner enters into with any and all of its contractors, which contracts shall contain provisions which require such contractors to include

the provisions of this section in such contractors' contracts with any subcontractors who provide services relating to the construction of public infrastructure improvements and (ii) the Owner takes good faith actions to enforce such provisions in its contracts with contractors promptly following request by the Town. "Services", as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by an Owner, a contractor or any subcontractor. "Services" also includes construction or maintenance of any structure, building, transportation facility or improvement of the West Property.

39. Owner Actions and Approvals. All provisions of this Agreement regarding any approval, consent, or other action of any nature by the "Owner" shall, whenever such approval, consent or other action concerns less than all of the West Property, mean the approval, consent or other action by the owner of the portion(s) of the West Property affected by such approval, consent or other action, and the other owner of portions of the West Property shall have no right or obligation to be involved in, consent to or object to such approval, consent or other action. The foregoing expressly applies to any obligation to construct improvements on any portion of the West Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

**El Dorado Arizona Farms, LLC,
an Arizona limited liability company
By: El Dorado Holdings, Inc.,
an Arizona corporation,
its Administrative Agent**

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by _____, the _____ of El Dorado Holdings, Inc., an Arizona corporation that is the Administrative Agent of El Dorado Arizona Farms, LLC, an Arizona limited liability company, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

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

Notary Public

My Commission Expires:

EXHIBITS

Exhibit A - Legal Description

Exhibit B – Arizona Farms West and East PUD Map with Annexation Areas

Exhibit C – Arizona Farms West PUD and East PUD Land Use Plans

Exhibit D – Arizona Farms PUD West Land Use Plan

Exhibit E – Development Impact Fee Schedule

EXHIBIT A
El Dorado Arizona Farms, LLC.
Legal Descriptions:

PARCEL NO. 1:

THAT PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECOND EAST, (BASIS OF BEARING), 2632.80 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1445.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF WAY LINE, 2176.38 FEET TO A POINT FROM WHICH A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1, BEARS SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, 1122.99 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, BEING PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2532.53 FEET TO A POINT ON THE WESTERLY LINE OF THE SAID NORTHWEST QUARTER OF SECTION 1, AND FROM WHICH POINT THE WEST CORNER OF SAID SECTION 1, BEARS SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, 853.13 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, 1728.34 FEET TO THE NORTHWEST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE;

THENCE NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1185.40 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 2:

THAT PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE AND FROM WHICH POINT THE NORTHEAST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECOND EAST, (BASIS OF BEARING), 2632.80 FEET DISTANT THEREFROM;

THENCE SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1445.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 1, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 88 DEGREES 32 MINUTES 15 SECONDS WEST, 1185.40 FEET DISTANT THEREFROM;

THENCE SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, 2176.38 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 38 DEGREES 53 MINUTES 46 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1122.99 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 1 AND FROM WHICH POINT, THE EAST QUARTER CORNER OF SAID SECTION 1, BEING MARKED BY A 1" CONCRETE FILLED PIPE, BEARS NORTH 89 DEGREES 13 MINUTES 27 SECONDS EAST, 2014.69 FEET DISTANT THEREFROM;

THENCE SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST, 3227.33 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 1 AND FROM WHICH POINT THE SW CORNER SAID SECTION 1, BEING MARKED BY A 2 1/2 INCH ALUMINUM CAP, BEARS SOUTH 00 DEGREES 39 MINUTES 32 SECONDS EAST, 2623.71 FEET DISTANT THEREFROM;

THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 853.13 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 1 BEARS NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, 1728.34 FEET DISTANT THEREFROM;

THENCE NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, BEING PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2532.53 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

EXHIBIT A continued

PARCEL NO. 3:

THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 5:

THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 8:

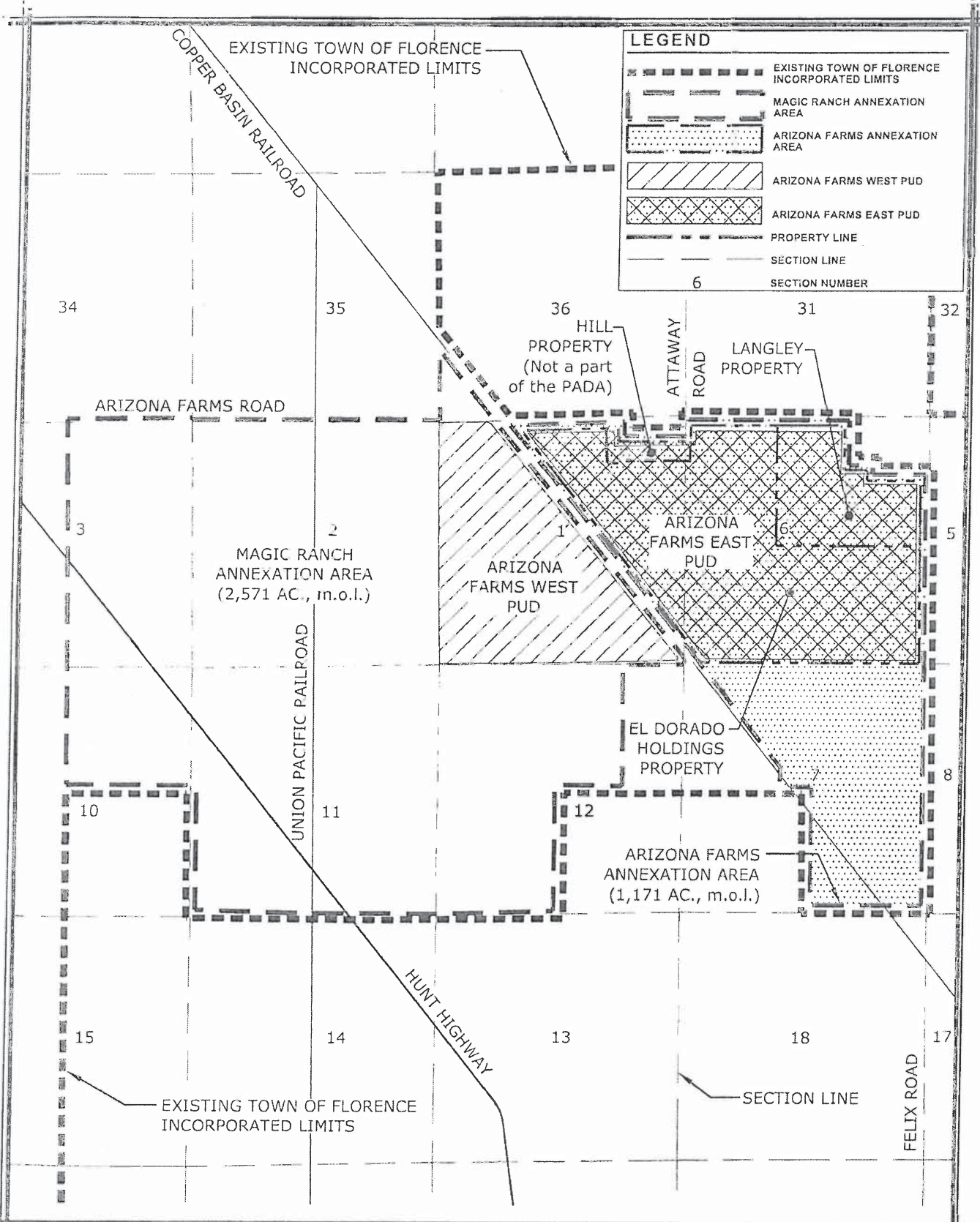
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

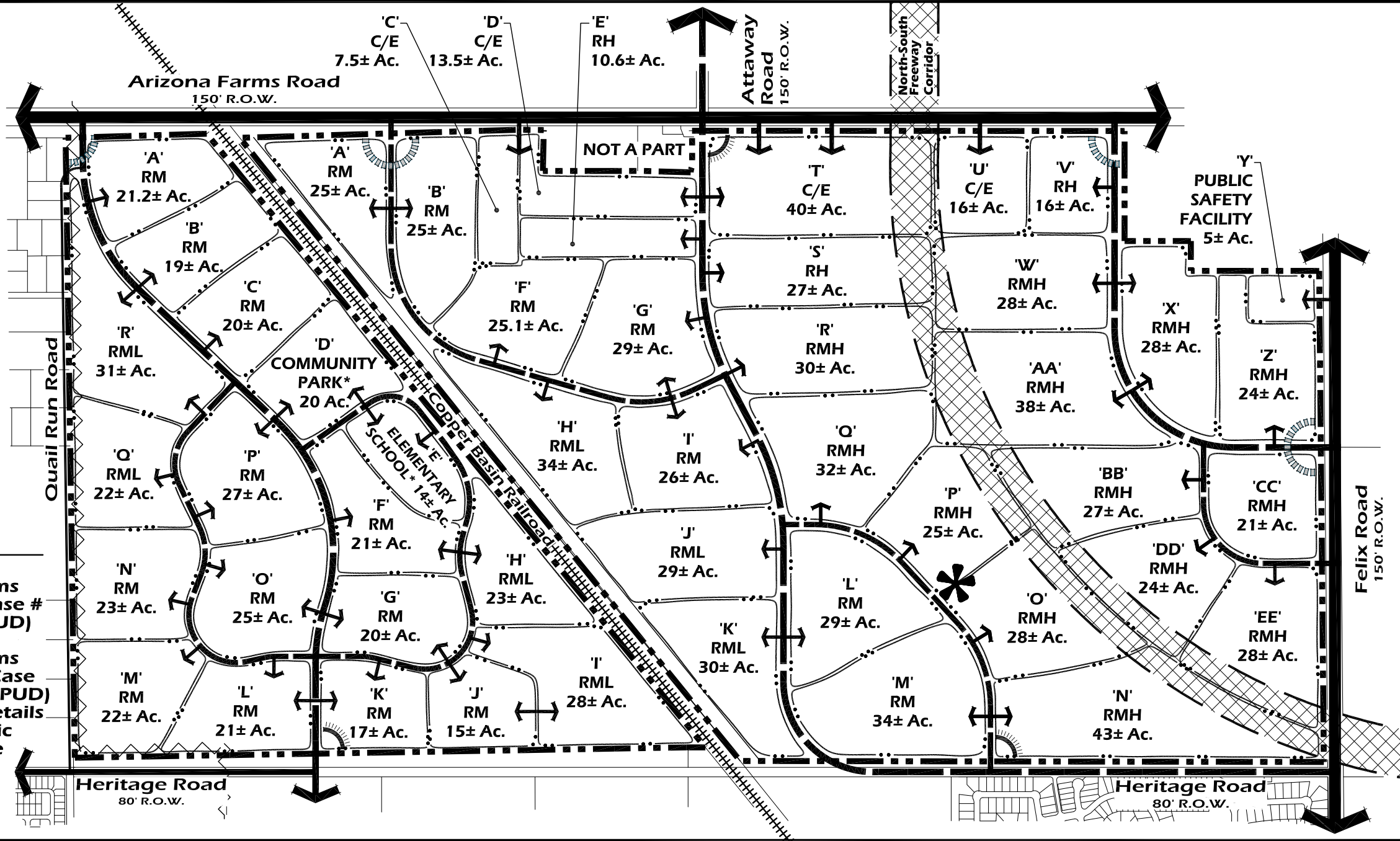
EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL 1:

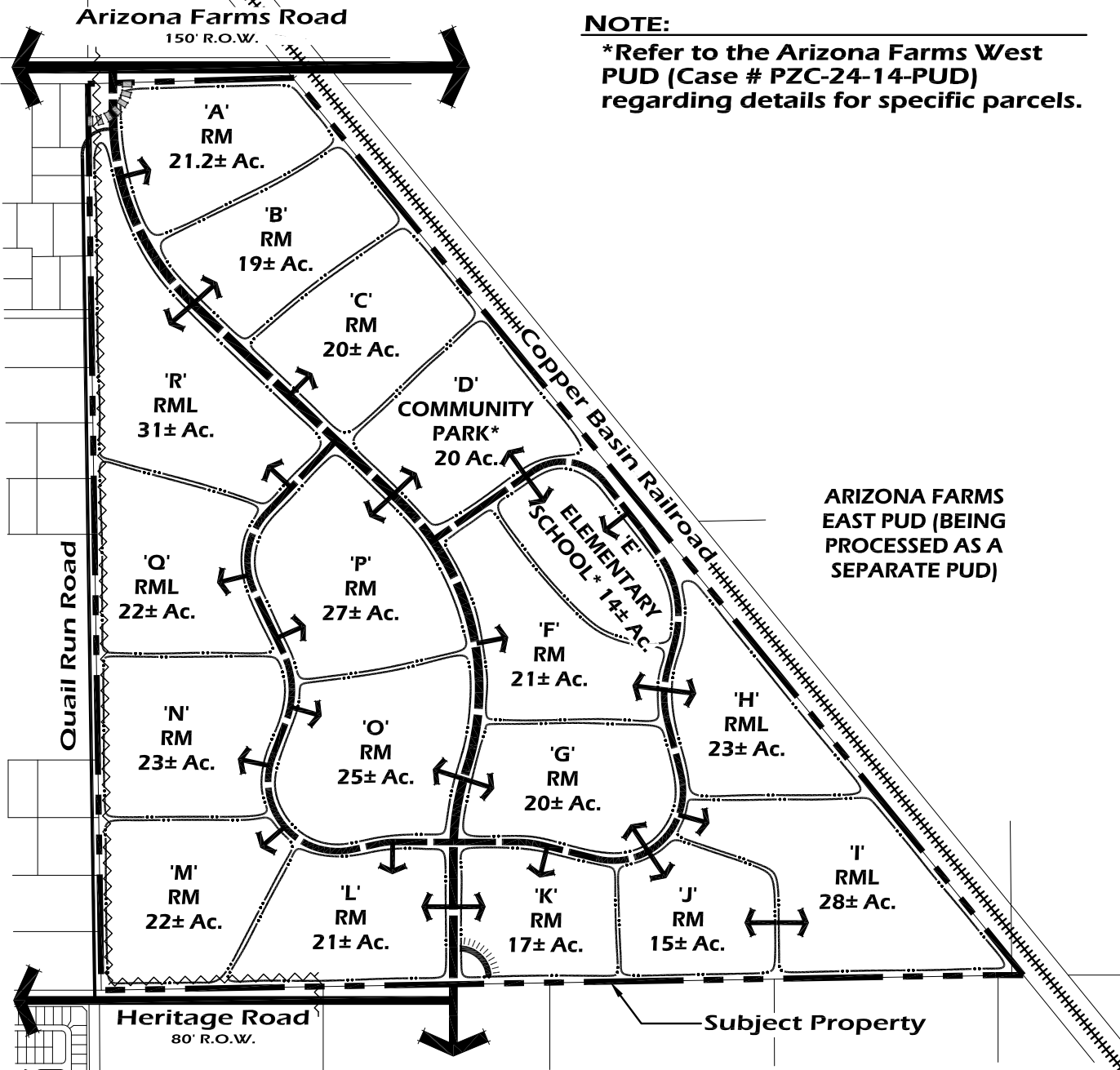
THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.





NOTE:
 Refer to the Arizona Farms East PUD (Case # PZC-25-14-PUD) and to the Arizona Farms West PUD (Case # PZC-24-14-PUD) regarding details about specific parcels & the North-South Freeway Corridor.



NOTE:
 *Refer to the Arizona Farms West PUD (Case # PZC-24-14-PUD) regarding details for specific parcels.

ARIZONA FARMS EAST PUD (BEING PROCESSED AS A SEPARATE PUD)

PLAN SUMMARY TABLE:

PUD Zoning District	Land Use	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
RML	Single-Family Residential	104± Ac.	3.5 DU/AC	364
RM	Single-Family Residential	251.2± Ac.	5.5 DU/AC	1,382
RM*	Community Park Site	20 Ac.	5.5 DU/AC	110
RM*	Elementary School Site	14± Ac.	5.5 DU/AC	77
		389.2± Ac.		1,933



EXHIBIT D: ARIZONA FARMS WEST PUD

2014.07.17
 WLB No. 198026-C-004



EXHIBIT E

Page 1 of 2

NON-UTILITY DEVELOPMENT IMPACT FEES

TRANSPORTATION

Land Use Category	Unit	Non-CFD Fee	In CFD Fee
Single Family	Housing Unit	\$ 2,086	\$ 641
Multi-Family	Housing Unit	\$ 1,313	\$ 403
Commercial	1,000 sq. ft.	\$ 3,141	\$ 964
Institutional	1,000 sq. ft.	\$ 1,733	\$ 532
Industrial	1,000 sq. ft.	\$ 1,015	\$ 312

CFD= Community Facilities District

FIRE / EMERGENCY MEDICAL SERVICES

Land Use Category	Unit	Non-CFD Fee	In CFD Fee
Single Family	Housing Unit	\$ 917	\$ 607
Multi-Family	Housing Unit	\$ 743	\$ 492
Commercial	1,000 sq. ft.	\$ 660	\$ 437
Institutional	1,000 sq. ft.	\$ 605	\$ 401
Industrial	1,000 sq. ft.	\$ 202	\$ 134

CFD= Community Facilities District

POLICE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$ 607
Multi-Family	Housing Unit	\$ 492
Commercial	1,000 sq. ft.	\$ 437
Institutional	1,000 sq. ft.	\$ 401
Industrial	1,000 sq. ft.	\$ 134

PARKS AND OPEN SPACE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$ 1,417
Multi-Family	Housing Unit	\$ 1,148
Commercial	1,000 sq. ft.	\$ 170
Institutional	1,000 sq. ft.	\$ 198
Industrial	1,000 sq. ft.	\$ 128

LIBRARY

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$ 203
Multi-Family	Housing Unit	\$ 164
Commercial	1,000 sq. ft.	\$ 24
Institutional	1,000 sq. ft.	\$ 28
Industrial	1,000 sq. ft.	\$ 18

EXHIBIT E

Page 2 of 2

UTILITY DEVELOPMENT IMPACT FEES

WATER & WASTEWATER

Meter Size	Water Fee	Wastewater Fee
5/8" - 3/4" Disc-Residential	\$ 1,980	\$ 2,140
5/8" - 3/4" Disc-Other	\$ 1,980	\$ 2,782
1" Disc	\$ 4,950	\$ 7,062
1 1/2" Disc	\$ 9,900	\$ 14,338
2" Disc	\$ 15,840	\$ 22,898
3" Compound	\$ 31,680	\$ 45,582
3" Turbine	\$ 34,650	\$ 49,862
4" Compound	\$ 49,500	\$ 71,262
4" Turbine	\$ 59,400	\$ 85,600
6" Compound	\$ 99,000	\$ 142,738
6" Turbine	\$ 123,750	\$ 178,262
8" Turbine	\$ 178,200	\$ 256,800
10" Turbine	\$ 287,100	\$ 413,662
12" Turbine	\$ 425,700	\$ 613,538

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;


Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Institutional: A governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center.

Industrial: All manufacturing and warehouse development.

Ordinance # 598-13, August 5, 2013

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10h.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution 1471-14. Pre-Annexation and Development Agreement with El Dorado Arizona Farms LLC and Langley Arizona Farm 150, LLC.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1471-14, entering into a Pre-Annexation and Development Agreement with El Dorado Arizona Farms LLC, and Langley Farms 150, LLC.

BACKGROUND/DISCUSSION:

The proposed Arizona Farms annexation area encompasses a land area of approximately 1,171 acres or 1.89 square miles. The annexation area is generally bound by the Copper Basin Railroad to the west, Felix Road to the east, Arizona Farms Road to the north and the Anthem at Merrill Ranch community to the south.

The subject site represented by this PADA is known as the Arizona Farms East project. Arizona Farms East is a proposed 761 acre master planned community with various types of residential, commercial and employment land uses. A new PUD zoning request for this project, which addresses all aspects of the proposed development in greater detail, is being concurrently considered by the Mayor and Town Council.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Arizona Farms annexation and promotes new development and population growth within the Town of Florence.

It is noted that the PADA commits to not increase Development Impact Fees for the single-family residential lots planned within this project for the first fifteen years, of the twenty year term, of the PADA.

A slightly higher tier of Development Impact Fees will apply to other types of development within the project for the first fifteen years of the twenty year term of the PADA.

After the initial fifteen year period, the then applicable Development Impact Fees would be charged to all new development.

Staff notes that these terms vary from some other recent agreements because of the size and complexities of the Arizona Farms East and West projects, particularly with these projects planning for a future freeway land reservation, fire station site dedication, community park dedication, school site dedications, etc.

RECOMMENDATION:

Motion to adopt Resolution No. 1471-14, entering into a Pre-Annexation and Development Agreement with El Dorado Arizona Farms, LLC, and Langley Arizona Farms 150 LLC.

ATTACHMENTS:

Resolution No. 1471-14
Arizona Farms East PADA

When recorded, return to:

Town Clerk
Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1471-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH EL DORADO ARIZONA FARMS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND LANGLEY ARIZONA FARMS 150, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-02 – “ARIZONA FARMS EAST” PROPERTY).

WHEREAS, the Town of Florence is authorized, pursuant to A.R.S. § 9-500.05, to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, El Dorado Arizona Farms, LLC and Langley Arizona Farms 150, LLC., the “Owner” plans to develop approximately 761 acres located as legally described on Exhibits “A-1” and “A-2” and as shown on Exhibit “D” attached hereto (the “Property”), and desires to annex the Property into the town limits of Florence; and

WHEREAS, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence General Plan applicable to the Property as of the date of this resolution; and

WHEREAS, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. The Pre-Annexation and Development Agreement between the Town of Florence and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of approximately 761 acres is hereby approved,

adopted, and made a part hereof as if fully set out in this resolution. If the Town does not annex the Property in a timely manner following adoption of the Pre-Annexation and Development Agreement, or if the Town rescinds the resolution annexing the Property, the Town promptly and within thirty days of the adoption of this resolution shall rescind this Resolution.

2. The Mayor of the Town of Florence is authorized to and shall execute the Pre-Annexation and Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 4th day of August, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

El Dorado Arizona Farms, LLC.
Legal Descriptions:

EXHIBIT A-1

PARCEL NO. 4:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE NORTH QUARTER CORNER BEARS NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 2631.13 FEET;

THENCE ALONG SAID NORTH SECTION LINE, NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 1437.27 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SECTION LINE, NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 1193.86 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 1;

THENCE CONTINUING ALONG SAID NORTH SECTION LINE, NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 848.64 FEET;

THENCE DEPARTING SAID SECTION LINE, SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 1046.46 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 30 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 50.44 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 1499.06 FEET TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 1;

THENCE ALONG SAID SECTION LINE, SOUTH 00 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 1602.55 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE DEPARTING SAID SECTION LINE AND ALONG THE MIDSECTION LINE OF SAID SECTION 1, SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 1760.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 38 DEGREES 53 MINUTES 46 SECONDS WEST A DISTANCE OF 3303.21 FEET TO THE POINT OF BEGINNING;

EXCEPT AS TO AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN THAT CERTAIN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 6:

THE WEST 1991.74 FEET OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 7:

THE EAST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

EXHIBIT A-1 continued

PARCEL NO. 9A:

THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA

PARCEL NO. 9B:

THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9C:

THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9D:

THE EAST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 10:

THE NORTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

EXHIBIT A-2

Langley Arizona Farms 150, LLC

PARCEL NO 1:

All of the Northeast quarter of Section 6, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona,

EXCEPT that parcel of Land situate in a portion of the Northeast quarter of Section 6, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 6, monumented by a flush cotton picker spindle, from which the East quarter corner of said Section 6, monumented by a flush 3" aluminum cap, bears as a basis of bearings South 00 degrees 35 minutes 48 seconds East, a distance 2655.26 feet,

Thence South 00 degrees 35 minutes 48 seconds East, along the Easterly line of the Northeast quarter of said Section 6, distance of 33.00 feet,

Thence North 89 degrees 57 minutes 36 seconds West, a distance of 33.00 feet to the POINT OF BEGINNING, said point being on a line 33.00 feet Westerly and parallel with the Easterly line of the Northeast quarter of said Section 6,

Thence South 00 degrees 35 minutes 48 seconds East, along said parallel line, a distance of 1187.00 feet,

Thence North 89 degrees 57 minutes 36 seconds West, a distance of 1127.00 feet,

Thence North 00 degrees 35 minutes 48 seconds West, a distance of 190.00 feet,

Thence North 89 degrees 57 minutes 36 seconds West, a distance of 509.39 feet,

Thence North 00 degrees 35 minutes 48 seconds West, a distance of 997.00 feet to a point on a line 33.00 feet Southerly and parallel with the Northerly line of the Northeast quarter of said Section 6,

Thence South 89 degrees 57 minutes 36 seconds East, along said parallel line, a distance of 1636.39 feet to the POINT OF BEGINNING, and

EXCEPT an undivided half interest in any oil and minerals as reserved in Deed recorded in Docket 808, page 382, records of Pinal County, Arizona.

EXHIBIT A-2 continued

PARCEL NO. 2:

The Northwest quarter of Section 6, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County Arizona,

EXCEPT the West 1991.74 feet thereof, and

EXCEPT and undivided half interest in any oil and minerals as reserved in Deed recorded in Docket 808, page 382, records of Pinal County, Arizona.

ARIZONA FARMS WEST PUD (BEING PROCESSED AS A SEPARATE PUD)

NOTE:

Refer to the Arizona Farms East PUD (Case # PZC-25-14-PUD) regarding details for specific parcels & the North-South Freeway Corridor.

PLAN SUMMARY TABLE:

PUD Zoning District	Land Use	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
RML	Single-Family Residential	93± Ac.	3.5 DU/AC	326
RM	Single-Family Residential	193.1± Ac.	5.5 DU/AC	1,062
RMH	Single-Family Residential	376± Ac.	10 DU/AC	3,760
RH	Multi-Family Residential	53.6± Ac.	18 DU/AC	965
RMH	Public Safety Facility	5± Ac.	10 DU/AC	50
C/E	Commercial/Employment	77± Ac.	—	—
		797.7± Ac.		6,163

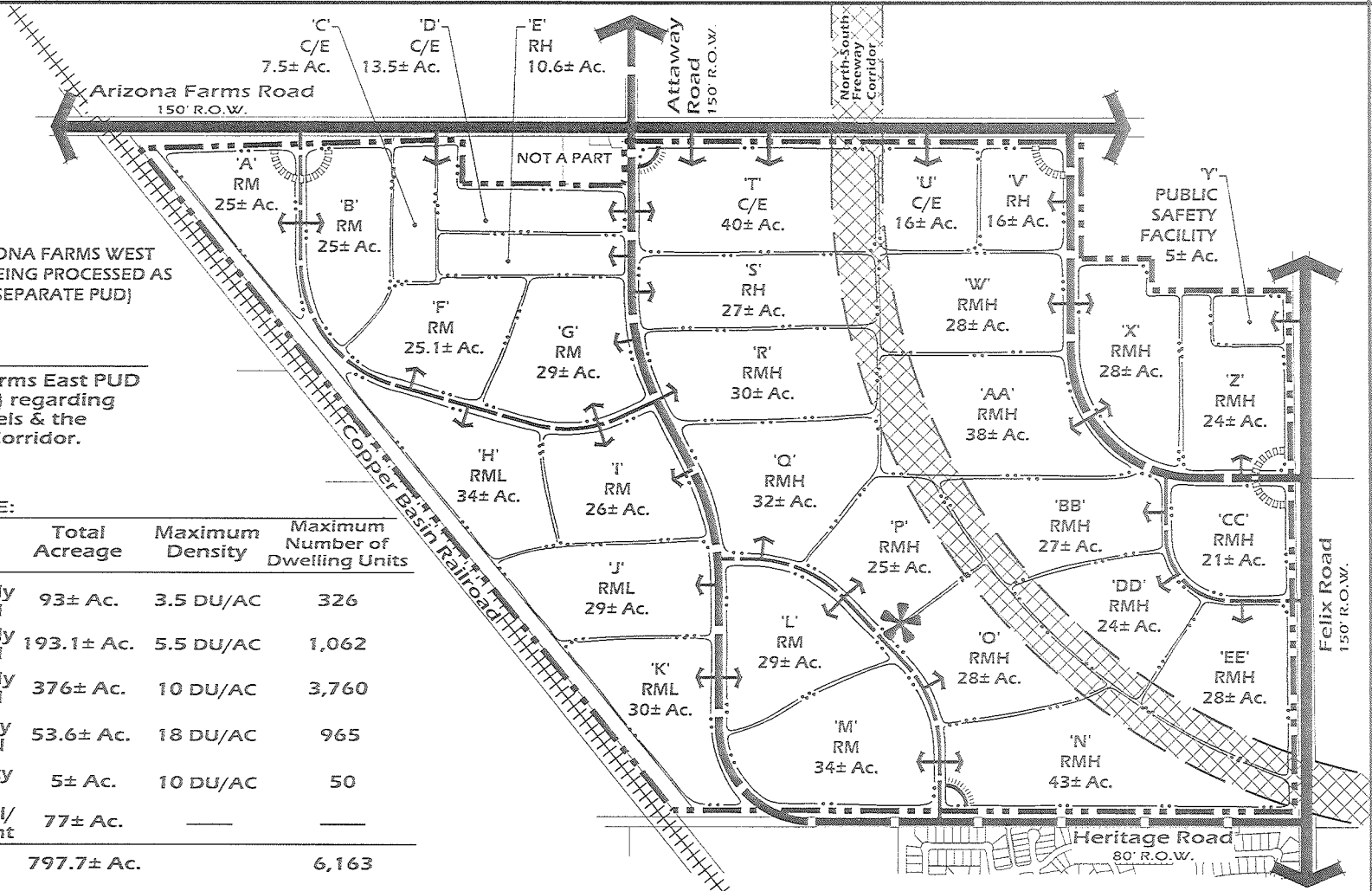


EXHIBIT D: ARIZONA FARMS EAST PUD

2014.07.17
WLB No. 198028-C-004



WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR
ARIZONA FARMS ANNEXATION: ANNEXATION 2013 -02
“ARIZONA FARMS EAST PROPERTY”**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

EL DORADO ARIZONA FARMS, LLC, an Arizona Limited Liability Company

AND

LANGLEY ARIZONA FARMS 150, LLC, an Arizona Limited Liability Company

DATE: _____, _____ 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
ARIZONA FARMS ANNEXATION: ANNEXATION 2013-02
“ARIZONA FARMS EAST” PROPERTY**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2014 (the “Effective Date”) by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “Town”), and EL DORADO ARIZONA FARMS, L.L.C., an Arizona limited liability company (“El Dorado”), and LANGLEY ARIZONA FARMS 150, L.L.C., an Arizona limited liability company (“Langley”).

RECITALS

A. El Dorado and Langley (collectively, “Owners” and each individually an “Owner”) are the owners of certain properties within the Arizona Farms Annexation Area located in Pinal County, Arizona consisting of approximately 604.4 acres (the “El Dorado Property”) and 157 acres (the “Langley Property”), respectfully, all as legally described in Exhibits “A-1 and A-2” attached hereto and incorporated herein by reference (collectively, the “East Properties” and each individually an “East Property”).

B. El Dorado also owns additional certain Property consisting of approximately 390 acres that is located in the Magic Ranch Annexation Area (the “West Property”). The West Property is part of the Arizona Farms Project, as well as the East Property. As such, although there are two Annexations and two proposed Planned Unit Developments (“PUD” or PUDs”), there is one Arizona Farms Project (the “Project”). Langley owns land only in the East Property. The entire Arizona Farms Project and the location of each of the East Properties within the Arizona Farms Annexation Area and the West Property within the Magic Ranch Annexation Area are depicted on Exhibit “B” and the Planned Unit Development East PUD and Planned Unit Development West PUD are both depicted on Exhibit “C”. There are provisions both in this Agreement covering the East Property and in the Magic Ranch Pre-Annexation and Development Agreement covering the West Property that apply to and benefit the entire Arizona Farms Project, including but not limited to, the development impact fee credits that are received as a result of land and perhaps improvements being dedicated for municipal use, as discussed in Paragraph 7 that may be applied to the entire Project, at the Owners’ discretion, rather than to just the East Property or the West Property where the land dedication occurs. Another example is the North-South Corridor Freeway right-of-way (“ROW”) reservation and potential dedication, as discussed in Paragraph 9 that will affect the entire Project. As such, the West Property refers to the area of the Arizona Farms Project that lies west of the railroad right-of-way and falls within the Magic Ranch Annexation Area and is being zoned as Arizona Farms West PUD and the East Property refers to the area of the Arizona Farms Project that lies east of the railroad right-of-way and falls with the Arizona Farms Annexation Area and is being zoned as Arizona Farms East PUD.

C. Owners and the Town desire that the East Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The annexation and development of the East Property pursuant to this Agreement and the Arizona Farms East PUD Land Use Plan,

which is attached as Exhibit “D” and the PUD Narrative, which shall be acted on concurrent with the annexation and kept of file at the Town of Florence, are acknowledged by the parties hereto to be generally consistent with the Town’s General Plan Land Use Designation of Master Planned Community (MPC), which shall be amended prior to or concurrent with this annexation. The annexation of the East Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

D. Owners and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S.”) § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and development of the East Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the East Property by the Town; (ii) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (iii) conditions, terms, restrictions, policies and procedures for the formation of one or more community facilities districts; (iv) the permitted uses for the East Property; (v) the density and intensity of such uses; and (vi) other matters related directly or indirectly to the development of the East Property.

E. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the East Property into the Town. The Town agrees that the proposed PUD, which shall replace the Arizona Farms comparable zoning initially applied upon annexation, allowing uses consistent with the MPC land use classification is an appropriate designation for this East Property and that the PUD zoning is designed to establish proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the East Property.

F. Owners and the Town acknowledge that the ultimate development of the East Property within the Town is a project of such magnitude that Owners require assurances from the Town that Owners have the right to complete the development of the East Property pursuant to the PUD, amongst other things, before it will expend substantial efforts and costs in the design and development of the East Property, and the Town requires assurances from Owners that development of the East Property will be in accordance with the PUD and the terms and conditions of this Agreement.

G. Without limiting the foregoing, the Town and Owners acknowledge that the development of the East Property pursuant to this Agreement will result in significant planning and economic benefits to the Town by: (i) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (ii) requiring development of the East Property to be consistent with the Town’s General Plan and the approved PUD; (iii) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the East Property and the larger land area that includes both the East and West Properties; (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the East Property; (v) creating employment through development of the East Property consistent with this Agreement; and/or (vi) creating quality housing and other uses for citizens of the Town. The Town and Owners acknowledge that the development of the East

Property pursuant to this Agreement will result in significant benefits to Owners, including present and future assurances to Owners that it will have the ability to develop the East Property in accordance with this Agreement and the PUD.

H. Owner and Town acknowledge that the North-South Freeway ROW Reservation (hereinafter described) will allow the Town the flexibility to acquire or allow the Arizona Department of Transportation to acquire land for construction of future roadways benefiting the East Property and other real property within the Town.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.

2. Annexation. Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the East Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owners, Owners will deliver to the Town an appropriate Petition for Annexation (the "Annexation Petition") in a form prepared by Town and duly executed by the East Property Owners; Town shall cause the Annexation Petition to satisfy the applicable statutory requirements. Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the East Property into the corporate limits of the Town (the "Annexation Ordinance"). The Town and Owners hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the Town's annexation of the East Property does not become effective and final pursuant to A.R.S. § 9-471(D). Furthermore, the Town and Owners hereby acknowledge and agree that Owners desires to have the entire Project, which includes both the East and West Properties, annexed into the Town. Therefore, should one or both of the annexation efforts, Arizona Farms Annexation and/or Magic Ranch Annexation, fail to obtain the other land owner petitions necessary to meet the statutory requirements for annexation, the Town agrees to work expeditiously and in good faith with Owner to pursue and complete one or more additional annexations in order to accomplish the annexation of both the Arizona Farms West and Arizona Farms East properties into the corporate limits of Florence.

3. Zoning. Upon annexation, the Town shall follow the legally prescribed procedures under State and Town statutes and ordinances to give the East Property comparable zoning, which shall be a Planned Unit Development zoning ("PUD") designation allowing the uses permitted by the Pinal County Arizona Farms PAD. Owner and Town agree that approval of the annexation shall also constitute the Town's approval to replace this initial zoning with the new Arizona Farms East PUD. The Owners, on behalf of itself and all other parties having an interest in the East Property, intends to encumber the East Property and consents to all the conditions imposed by this Agreement, comparable zoning, and the Arizona Farms East PUD. The Town agrees to

cooperate reasonably in processing, in a timely manner, any approvals and/or issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the development of the Project to be constructed in general conformance with the PUD.

4. Density. The Town and Owners hereby acknowledge and agree that the PUD provides for a maximum number of residential units for the East Property (the “Maximum Density”) and the PUD provides parameters for reallocation of residential dwelling units within the East Property and/or reallocation of residential units between the West Property and the East Property. Regardless of any reallocation, Owner shall not exceed the total Maximum Densities of the West and East Properties combined without prior Major Amendment of the two PUDs, which amendments shall be reviewed by the Planning Commission and be subject to the review and approval of the Florence Town Council. Except as otherwise provided in the two PUDs, neither the Planning Commission nor the Town Council shall be required or obligated to approve an increase in the Maximum Density, although they may elect, in their discretion, to do so.

5. PUD Amendment. The Town and the Owners acknowledge that amendments to the PUD may be necessary from time to time. When the parties agree that changes or adjustments are necessary or appropriate from time to time they shall, unless otherwise required by Town ordinance or by state or federal statute, effectuate minor changes or adjustments, such as, but not limited to, adjustments to internal roadway alignments, including the North-South Freeway Corridor alignment, and adjustments to the internal locations of parks, open space, schools, drainage facilities, and public safety facilities, through administrative amendments which may be approved by the Town’s Planning Director, and which, after execution, shall be attached to the PUD as an addendum and become a part thereof. If, in the future, the Town amends one or more of its zoning designations and/or districts, Owners shall have the option to convert the zoning designation(s) under the applicable PUD to the equivalent zoning designations under such amended development ordinance(s), subject to notice and hearing requirements of applicable law. The exercise by Owners of such option and any approval by the Town shall not be deemed to constitute or to require an amendment of this Agreement, and, unless otherwise required by law, no such minor amendments shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning Commission and approved by the Town Council.

The following provisions are intended to provide criteria for the determination of major and minor PUD amendments. Amendments to the approved PUD may be requested by the applicant or its successors in interest. Amendments may be limited to one or more development parcels as depicted on Exhibit D. Unless otherwise requested in the application, any proposed change will not affect development units or development parcels not included in the proposed amendment. Only the contents of the specific amendment request may be considered and acted upon by the Planning Director, the Planning and Zoning Commission and Town Council.

(a) Procedure. When changes or modifications to the PUD are necessary or appropriate, proposed amendments or modifications shall conform to the following procedures:

(i) The applicant(s) shall consult with the Town Planning Director to determine if the proposed change is a Minor or Major Amendment.

- (ii) The applicant(s) shall submit an amendment application to the Planning Director outlining the proposed Minor or Major Amendment.
- (b) Major Amendments. If the Planning Director determines the proposed amendment to be a Major Amendment, as described below, the amendment request shall be processed in the manner set forth by the Town of Florence Development Code. An amendment will be deemed as Major if it involves any of the following:
 - (i) Any substantial alteration to the list of permitted uses of the property set forth in the PUD, as deemed to be substantial by the Planning Director;
 - (ii) A change in the exterior boundary of the PUD;
 - (iii) An increase in the overall residential density of this PUD in excess of ten percent, except if the excess is transferred from Arizona Farms West PUD;
 - (iv) The reallocation of residential dwelling units within development parcels from one development parcel to another in a manner that results in any of the following, as measured against the original land use density set forth in the PUD: (a) an increase in the number of residential dwelling units for any one particular development parcel of greater than ten percent (10%) of the total number allocated to such development parcel in the PUD, provided such increase does not constitute a change in the residential zoning designation; or (b) a decrease in the number of residential dwelling units of any development parcel that would leave less than ten percent (10%) of the total number allocated to such development parcel in the PUD.
 - (v) A change which could have significant negative impact on areas adjoining the PUD District as determined by the Planning Director.
 - (vi) Any change, which could have a significant traffic impact on roadways adjacent to or external to the PUD District, as determined by the Town Engineer.
- (c) Minor Amendments. If the proposed amendment does not meet the requirements outlined above for a Major Amendment, then it shall be considered a Minor Amendment and shall be acted upon administratively by the Planning Director within a reasonable timeframe without prior notice and hearing. Unless otherwise required by law, those changes determined to be minor amendments shall not require public notice or public hearings. An amendment will be deemed as Minor if it involves any of the following:

- (i) Any reallocation of residential dwelling units that does not meet the parameters set forth immediately above;
 - (ii) Any minor alteration to the list of permitted uses of the property set forth in the PUD, as deemed to be minor by the Planning Director;
 - (iii) An adjustment to the alignment of any defined arterial or collector roadway as defined by Exhibit D;
 - (iv) The relocation or removal of any proposed school sites;
 - (v) The relocation of the 20-acre community park as shown on Exhibit C either within the Arizona Farms East PUD or to the west of the railroad within the Arizona Farms West PUD (if Town does not pursue the acquisition of the Community Park, the removal of the Park can be via a Minor Amendment, but the PUD must continue to meet minimum open space requirements);
 - (vi) The relocation of the 5-acre public safety facility as shown on Exhibit D within the portion of the Arizona Farms East PUD east of the North-South Freeway alignment;
 - (vii) Adjustments to the internal locations of private parks and open space areas, as shown on Exhibit D; and/or
 - (viii) Adjustments to the alignment of the North-South Freeway Corridor or the removal of the Freeway Corridor per the terms of the Pre-Annexation and Development Agreement for the Arizona Farms East Properties.
- (d) Approval. Upon the approval of any proposed amendment to the PUD, the amendment shall be attached to the PUD as an addendum and shall become a part thereof. Applicable sections of the PUD may need to be updated per the determination of the Planning Director.
- (e) Administrative Amendments and Interpretations. On occasion, it may be necessary to request formal or informal interpretation from the Town Planning Director related to the implementation and/or interpretation of the PUD. These circumstances may relate to interpretation of project intent, use, development standards related to provisions of the Town Code and/or to interpretation of intent of the narrative contained within this PUD. Interpretation to these provisions shall be made in written form upon the request of the developer and/or its assigns.
- (f) Town agrees to reduce the Planning Application fee for any PUD Amendments submitted on the East Property to half of the usual and customary PUD Amendment fee for a three year period commencing upon the effective date of the Magic Ranch annexation.

6. Additional “East Property”. The Town hereby agrees to consider, and, if determined in its sole discretion to be in the best interest of the Town, amend this Agreement, from time to time and in accordance with typically applicable notice and hearing requirements solely at the request of Owners, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the East Property (the “Additional East Property”). The Town and Owners agree that if Owners elect to request from Town the incorporation of such “Additional East Property” or portions thereof: (1) thereafter, such Additional East Property may be included in the East Property and shall be subject to and shall benefit from all provisions of the Agreement applicable thereto and any reference herein to the East Property shall include such Additional East Property, which may increase the maximum density of the East Property; (2) the Town and Owners shall cooperate in order for the Additional East Property to receive the necessary land use approvals, including any necessary amendment to the PUD; and (3) the plans and land use designations approved for any Additional East Property shall thereafter apply to the applicable Additional East Property.

7. Land Dedication for Municipal Use. Owners agree to dedicate land within the East Property for municipal use by the Town (“Dedicated East Property”) and Town agrees to the terms of dedication as follows:

(a) Public Safety Facility. The Public Safety Facility Property shall consist of a maximum five (5) acre site suitable for a public safety facility for the Town Fire and Police Departments and will be donated to the Town by Langley. Alternatively, Langley has the option to sell (for a price not to exceed \$1.00) the subject land to the Town. Any such public safety facility shall be of a type or character that does not create any danger to health and safety in surrounding areas and which does not create any offensive noise, vibration, smoke, dust or odor. The location of the Public Safety Facility Property is depicted conceptually on Exhibit D, which location may be adjusted administratively by mutual agreement between the Town and Langley, but shall remain east of the North-South Freeway corridor alignment and shall be located on the Langley Property.

(i) Langley Improvements. Prior to dedication and/or donation of the Public Safety Facility Property, Langley shall cause to be installed adjacent ‘off-site’ street improvements, including pavement, curb & gutter and sidewalk (but excluding ROW landscaping); utility improvements, including water, sewer, electrical, telephone and cable stubbed out to the Public Safety Facility Property boundaries; perimeter fencing (architecturally compatible with the East Property’s design theme) on the developed residential lots and common area tracts that are adjacent to and share a common property line with the Public Safety Facility Property; and temporary and/or permanent ‘on-site’ drainage retention basins for the adjacent street improvements (all such improvement are hereinafter collectively described as the “Langley Public Safety Property Improvements”). Langley shall have no obligation to construct the Langley Public Safety Property Improvements within any given timeframe. Instead, Langley shall construct the Langley Public Safety

Property Improvements only at such time as Langley elect to construct the same type of improvements in the vicinity and immediately adjacent to the Public Safety Facility Property. All other improvements on or for the benefit of the Public Safety Facility Property shall be the responsibility of the Town.

- (ii) Compatibility. The Town will use all reasonable efforts and consult with Owners so that design of any structures or other improvements on the Public Safety Facility Property are compatible with the nature and feel of the surrounding area and comply with any established architectural and/or design guidelines for the East Property. Owners agrees to not include, or to exclude if previously included, the Public Safety Facility Property from any CC&R's or Homeowner's Association.
- (iii) Maintenance. The Town agrees that upon dedication it shall maintain the Public Safety Facility Property and the improvements thereon according to applicable Town standards and state law.
- (iv) Development Impact Fee Credit for Public Safety Property Dedication. Langley will receive credits against the applicable Public Safety (Police and Fire/Emergency Medical Services) development impact fees, in an amount equal to the fair market value of the Public Safety Facility Property at the time of dedication, as determined in a certified appraisal as defined in A.R.S. § 32-3601 that is conducted by an independent party and that is paid for by the Town. If the Langley Public Safety Property Improvements as defined in paragraph 7(a)(i) have been completed, the appraisal shall take the existence of the Langley Public Safety Property Improvements into consideration in determining the fair market value of the Public Safety Facility property. Regardless of the location of the Public Safety Facility Property, whether West Property or East Property, the credits may be applied at the discretion and agreement of the Owners and the Town to the entire Arizona Farms Project and not just the side where the Dedicated Property is located.
- (v) Timing of Public Safety Property Dedication. Langley shall dedicate the Public Safety Property to the Town within six (6) months following the date on which the Town notifies Langley that it intends to develop the public safety facility on the East Property. Should the Town require the dedication of the Public Safety Property before Langley has constructed the Langley Public Safety Property Improvements in Paragraph 7(a)(i), the Town shall be responsible for constructing the minimum Improvements needed to establish this Public Safety Facility at no cost to the Owners. Any remaining Improvements as identified in 7(a)(i) shall remain the responsibility of Langley and, if Langley is required to construct any Improvements for the benefit of the Public Safety Facility Property following dedication of the Public Safety Facility Property, Langley shall be entitled to additional Public Safety (Police and Fire/Emergency

Medical Services) development impact fees, in an amount equal to the reasonable costs incurred by Langley in constructing such additional Improvements. In the event the Town fails to initiate its development of the public safety facility on the Public Safety Facility Property according to this Paragraph 7, within ten (10) years following the issuance of the first building permit for the East Property, ownership of the Public Safety Facility Property shall revert to Langley as vacant land at the Town's expense and as allowed by state statutes and Langley shall have the right to develop the vacant land to a use consistent with the underlying zoning. The deed dedicating the Public Safety Facility Property to the Town shall include a reference to the reversion provision stated in this Section 7(a)(iv). The phrase "initiate its Development" of the Public Safety Property by the Town as stated above shall be defined as commencement of construction of structures, landscaping and infrastructure installed on the entire area of the Public Safety Property (as opposed to commencement of construction of one or more structures with additional structures contemplated for future construction). Town and Owners agree that the placement of a temporary or interim Public Safety Facility on the site would meet the requirements of this Paragraph for commencing construction. However, Town and Owners agree that the Temporary Public Safety Facility shall be replaced by a Permanent Public Safety Facility within five (5) years of the construction of the Temporary Public Safety Facility and, if not so replaced, the Public Safety Facility Property shall revert to Langley.

- (vi) Application of the Development Impact Fee Credits. The development impact fee credits for the Public Safety Property dedication will be applied at the time of payment of building permit fees by Langley or an assignee of Langley's rights to such credits obtaining building permits for construction of improvements within the Project.

- (b) Town Park. The proposed Town Community Park Property ("Town Park") shall consist of a maximum twenty (20) acre site suitable for a public community park that would be owned and maintained by the Town. El Dorado agrees to donate or sell (for a price not to exceed \$1.00) the Town Park to the Town. Town Park facilities shall be of a type and quality that do not create any danger to health and safety in surrounding areas and which do not create any offensive noise, lighting, vibration, smoke, dust or odor. The location of the Town Park property is depicted conceptually on the West Property PUD Land Use Plan with an underlying residential zone district of RM. El Dorado may relocate the Town Park to a residentially zoned property within the East Property that is presently owned by El Dorado, subject to the Town's approval. The Town's approval of the relocation of the Town Park shall not be unreasonably delayed, conditioned or denied. Such relocation, should it occur, shall be processed as an administrative amendment to the two PUDs. The Town agrees that the park facilities and improvements that will be constructed by the Town will be generally commensurate for a 20-acre site with the types of facilities identified in the

Town's Parks, Trails and Open Space Master Plan and may include, but not be limited to, mass grading, drainage retention for the Town Park and the adjacent streets, parking, athletic fields, sports courts, picnic areas with ramadas, children's play area, restroom building, site lighting and landscaping. If athletic field lighting is required, the Town and Owner agree that athletic field lighting shall not occur within 300 feet of adjacent residential lots. Furthermore, Town Park lighting shall be appropriately shielded and the athletic field lighting shall be restricted to no later than 10:00 p.m., except for occasional Town-approved special events (not to exceed three days in any calendar month, except where approved by the homeowners association having jurisdiction over the surrounding area); Town Park facilities shall not be open prior to 8 AM or close later than 11 PM. The Town agrees to obtain park design and site plan approval from the Owner prior to construction, and the Owner agrees to cooperate with the Town in determining the appropriate type, number and location of park improvements and facilities. Owner's approval shall not be unreasonably delayed, conditioned or denied.same as west

- (i) Off-Site Improvements. Prior to dedication or sale of the Town Park, El Dorado shall cause to be installed adjacent 'off-site' street improvements, including pavement, curb and gutter and sidewalk, but excluding right-of-way landscaping; utility improvements, including water, sewer, electrical and telephone stubbed out to the Town Park boundaries; perimeter fencing (architecturally compatible with the Project's design theme) on the developed residential lots and common area tracts that are adjacent to and share a common property line with the Town Park; temporary and/or permanent 'on-site' drainage retention basins for the adjacent street improvements; and specific to the Town Park, project retention, if mutually agreed between the Town and El Dorado (all such improvements are hereinafter described as the "Town Park Improvements"). El Dorado shall have no obligation to cause the construction of the Town Park Improvements within any given timeframe, except as provided for within this Agreement. Instead, the Town Park Improvements shall be constructed at such time as El Dorado elects to cause the construction of the same type of improvements in the vicinity and immediately adjacent to the Town Park. All other improvements on or for the benefit of the Town Park that are not discussed in this Agreement shall be the responsibility of the Town.
- (ii) On-Site Park Improvements and Facilities. El Dorado may elect at its option to cause the design and construction of all or a portion of the park improvements and facilities prior to the dedication of the Park Property. The park facilities and improvements, whether provided by El Dorado or the Town, will be generally commensurate for a 20-acre site with the types of facilities identified in the Town's Parks, Trails and Open Space Master Plan and may include, but not be limited to, mass grading, drainage retention, parking, athletic fields, sports courts, picnic areas with ramadas, children's play area, restroom building, site lighting and landscaping.

Should El Dorado elect to cause the design and construction of all or a portion of the on-site park improvements and facilities, El Dorado agrees to obtain park design and site plan approval from the Town prior to construction, and the Town agrees to cooperate with El Dorado in determining the appropriate type, number and location of park improvements and facilities and to the timely processing of the plans, specifications, product selections and site plan approvals and permits. The Town's approval shall not be unreasonably delayed, conditioned or denied

- (iii) Compatibility. The Town will use all reasonable efforts and consult with Owners so that design of any structures or other improvements on the Town Park are compatible with the nature and feel of the surrounding area and complies with any established architectural and/or design guidelines for the Project.
- (iv) Maintenance. The Town agrees that following dedication of the Town Park the Town shall maintain the Town Park and the improvements and facilities according to applicable Town standards and state law. If El Dorado elects to cause the construction of the on-site park improvements and facilities, the Town agrees to accept the dedication of the Town Park together with all improvements and facilities and to immediately take over operation and maintenance of the park facilities, all without cost to El Dorado. El Dorado agrees to not include, or to exclude if previously included, the Town Park from any CC&R's or Homeowner's Association.
- (v) Development Impact Fee Credit for Land Only Park Property Dedication. El Dorado will receive credits against the applicable Parks and Open Space Development Impact Fees, in an amount equal to the fair market value of the Town Park at the time of dedication, as determined in a certified appraisal as defined in A.R.S. § 32-3601 that is conducted by an independent party and that is paid for by the Town. If the Town Park Improvements as defined in paragraph 7(b)(i) have been completed, the appraisal shall take the existence of the Town Park Improvements into consideration in determining the fair market value of the Town Park. Regardless of the location of the Town Park, whether in the West Property or the East Property, the credits may be applied at the discretion of El Dorado to the entire Arizona Farms Project and not just the side where the Town Park is located.
- (vi) Development Impact Fee Credit for Land and Improved Town Park Dedication. If El Dorado elects to cause the design and construction of the on-site park facilities and improvements, El Dorado will not be required to pay the then applicable park related filing fees, plan review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permits and El Dorado will receive additional development impact fee credits, in addition to the fair market value of the land component of the Town Park as defined in Paragraph 7(b)(i) and (v), equal to the actual

costs to design and to construct all on-site park improvements and facilities as permitted by state statutes. The Town agrees that El Dorado and El Dorado's project engineer will provide the Town with the actual costs of the design and the construction of such improvements and facilities, which costs will be evidenced by copies of paid receipts on all fees, copies of professional services agreements and proof of payment for services on all design elements of the park improvements on the Town Park and contracts and proof of payment for all construction of improvements and facilities on the Town Park. The Town agrees that El Dorado is not required to obtain professional services agreements and/or construction contracts through the Arizona Procurement Code, A.R.S. § Chapter 23, process in order to be eligible to receive the Park Development Impact Fee Credits.

- (vii) Cost of Park Land and Park Improvements in Excess of Available Impact Fee Credits. Should the fair market value of the Town Park plus the actual cost of on-site park improvements and facilities exceed the total projected Parks and Open Space Development Impact Fee Credits that would be available for the entire Arizona Farms Project (East and West Properties), El Dorado may elect in El Dorado's discretion to cause the construction of only a portion of the park improvements and facilities to reduce or eliminate the shortfall; and/or the Town may elect to do any one of the following or combination thereof in order to reduce or eliminate the shortfall: (i) purchase the Town Park (20 acres) at its fair market value; (ii) utilize eligible Town funds to meet the shortfall; or (iii) require a Payback Agreement per Paragraph 13(f) from other benefitted property owners to reimburse the shortfall to El Dorado, provided, however, that option (iii) above shall require the approval of El Dorado. An Amendment to this Development Agreement outlining the specific method for reducing or eliminating the shortfall, if such a shortfall is expected to occur, shall be determined by mutual agreement of El Dorado and Town and shall occur prior to El Dorado commencing the design of the park improvements and facilities or the Town Park dedication, whichever occurs first.
- (viii) Optional Scenario. El Dorado and Town agree that it is in the best interest of El Dorado and the Town to develop the Town Park within the Project as promptly as possible and to complete such Town Park in the most mutually cost efficient manner possible. Therefore, El Dorado and Town agree that if the Town Park is to be developed in accordance with the facilities described within this Agreement and as mutually agreed upon and a completed Town Park (with completed on-site improvements) is donated or sold (for \$1.00) to the Town prior to the date of issuance of the two-hundred fiftieth (250th) single-family dwelling home permit on the Project, Town agrees to waive any Parks or Open Space Development Impact Fee that is now or ever would be applicable to any development with the Project and such agreement would survive the expiration of this Agreement. Furthermore, it is understood that El Dorado shall, prior to

dedication of the Town Park pursuant to this paragraph, complete all the Town Park Improvements described in Paragraph 7(b)(i) required for the Town Park.

- (ix) Application of the Development Impact Fee Credits. The development impact fee credits for the Park Property dedication will be applied at the time of payment of building permit fees and will be realized on either a first come, first served basis, or if Owners elect, on a pro-rata basis to specifically selected parcels to be constructed on either the West or East Property or both the West and East Properties. Although the Development Impact Fee Credits for the Town Park shall be the property of El Dorado, the following shall apply:
- (1) El Dorado shall have the right to assign all or any portion of such credits to Langley (or any other owner of real property within the Project), and Town shall allow Langley (or such other owner) to apply any such credits toward impact fees owing by Langley (or such other owner) as though such credits had been originally issued to Langley (or such other owner);
 - (2) Prior to applying for any building permit within the Project for which the Development Impact Fee Credits held by El Dorado may be used, Langley shall ask El Dorado in writing whether El Dorado desires to assign a portion of such credits to Langley equal to the amount of such credits that Langley could apply toward payment of impact fees in connection with the issuance of the building permit (the “Assignment Request”);
 - (3) If El Dorado give notice to Langley within five (5) business days following the Assignment Request that El Dorado does desire to assign impact fee credits to El Dorado, then (a) El Dorado shall assign to Langley such portion of the impact fee credits as Langley can apply toward its proposed building permit and (b) Langley shall pay to El Dorado the amount by which Langley’s impact fees paid to the Town are reduced as a result of such assignment.
- (x) Timing of Town Park Dedication with On-Site Improvements. If El Dorado elects to design and construct the on-site Town Park facilities and improvements, the Town shall agree to accept the dedication of the Town Park within ninety (90) days of notification from El Dorado that the Town Park facilities and improvements are complete and operational and El Dorado is ready for the Town to take over ownership.
- (xi) Timing of Town Park Dedication without On-Site Improvements. Should El Dorado elect not to design and construct the Town Park facilities and improvements, El Dorado shall dedicate the Town Park to the Town and the Town shall accept the dedication within six (6) months following the

date the Town notifies El Dorado that it intends to develop the Town Park or within six (6) months following the date of issuance of the two-hundred fiftieth (250th) single-family dwelling building permit on the entire Project, whichever occurs first. Should the Town require the dedication before El Dorado has constructed the Town Park Improvements in Paragraph 7(b)(i), the Town shall be responsible for constructing the Town Park Improvements at no cost to El Dorado. In the event the Town fails to initiate its development of the Park Property according to this Paragraph 7, within seven (7) years of the dedication of the Park Property, ownership of the Town Park Property shall revert to El Dorado as vacant land at the Town's expense and Town shall have the right to develop the vacant land as a private park (developer designed and HOA owned) and/or for residential land uses. Development of the Town Park Property by the Town shall be defined as commencement of construction of the park improvements described in Paragraph 7(b) for the entire area of the Park Property (as opposed to construction of certain improvements with additional improvements contemplated for future construction).

8. School Site Development. The East Property is located in the Florence Unified School District ("FUSD"). Owners shall cooperate with FUSD to provide FUSD with the option to use certain land ("School Property") within the West Property for a possible elementary school site to serve the West and East Property's new residents, but the location and size of the School Property shall be subject to the approval of Owners in their sole discretion. FUSD shall have ten (10) years from the Effective Date to commence construction of an elementary school on the School Property, which 10 years may be extended at Owners' election. If FUSD does not commence construction of an elementary school on the School Property before the expiration of such 10-year period, or within any extension of such 10-year period, Owners shall be free to use the School Property for all purposes including residential or commercial purposes, as permitted by the PUD, or sell the School Property in fee without any claim, right or privilege on the part of the School District or any other person or party. Nothing contained herein shall prevent Owner from donating any school site to another educational entity that would develop the site for educational purposes should FUSD not elect to pursue the acquisition and/or development of a site first offered to FUSD.

- (a) No Additional Fees or Charges. To the extent that either Owner dedicates a School Property to the School District, the Town shall not impose on Owners any development fees, impact fees, exactions or other similar fees or charges relating in any manner to elementary schools nor shall Town require Owners to pay roof top fees or any other charges to the School District.
- (b) Owner Improvements. Prior to conveyance of the School Property, the Owner dedicating the School Property shall cause to be installed adjacent 'off-site' street improvements, including pavement, curb and gutter and sidewalk (but excluding right-of-way landscaping); utility improvements, including water, sewer, electrical, telephone and cable stubbed out to the School Property boundaries; perimeter fencing (architecturally compatible with the East Property's design theme) on the developed residential lots and common area tracts that are adjacent

to and share a common property line with the School Property; and temporary and/or permanent ‘on-site’ drainage retention basins for the adjacent street improvements (all such improvements are hereinafter described as the “Owner School Property Improvements”). Owner shall have no obligation to construct the Owner School Property Improvements within any given timeframe. Instead, Owners shall construct the Owner School Property Improvements only at such time as Owner elects to construct the same type of improvements in the vicinity and immediately adjacent to the School Property. All other improvements on or for the benefit of the School Property shall be the responsibility of FUSD or alternative educational entity as noted in Paragraph 8.

- (c) The Owners intend on entering into a School Property donation agreement with the School District based on the provisions in this Paragraph 8. The Town agrees that Owner will not be required to provide evidence of an executed agreement with the FUSD or alternative educational entity prior to obtaining any approvals from the Town.

9. North South Freeway Corridor

- (a) ROW Reservation – Owners agree to reserve the North-South Freeway ROW (the “Freeway ROW”) (not to exceed 400’ width, except as agreed to by Owners) per the alignment identified on Exhibit D for possible acquisition by the State of Arizona, a public-private entity yet to be determined and/or the Town for use as a freeway. Owners shall have no obligation to construct any sound/noise barrier walls between the Freeway ROW and any other portions of the East Property, and Owners may require any person or entity acquiring the Freeway ROW from Owners to construct reasonable sound/noise barrier walls between the Freeway ROW and other portions of the East Property.

- (i) The Freeway ROW will be reserved for the shorter of (A) 5 years or (B) the date on which the Arizona Department of Transportation (or any successor agency or department in charge of freeway planning for the State of Arizona) determines that it is not able or willing to move forward with the North-South Freeway Corridor Study Process, thereby permanently halting the project (“Reservation Period”). For purposes of this Agreement, the Arizona Department of Transportation shall be deemed to have permanently halted the North-South Freeway Corridor Study Process if it does not hold any public hearings or meetings regarding the North-South Freeway Corridor for a period of two years or more. Following the Reservation Period (unless the Town timely exercised the option described in Paragraph 9(a)(ii) below, this Paragraph 9 shall have no further force or effect and Owners shall be entitled to use and develop the Freeway ROW on the same basis as other portions of the East Property. In addition, it is the intention of the parties that the existence of this Paragraph 9 not be deemed to be a restriction on the Freeway ROW that reduces the value of the Freeway ROW for purposes of determining just compensation in any eminent domain or condemnation action by the

State of Arizona, the Town or any other governmental entity; therefore, this Paragraph 9 shall automatically terminate and have no further force or effect immediately upon the filing of any eminent domain or condemnation action affecting all or any portion of the Freeway ROW.

- (ii) At the end of Reservation Period the Owners are allowed to entitle and develop the East property without the Freeway ROW, provided, however, that the Town may within the Reservation Period give notice to Owners of Town's exercise of an option to purchase the Freeway ROW on the following terms.
 - (1) The purchase price of the Freeway ROW shall be the appraised value of the Freeway ROW upon the expiration of the Reservation Period, with the appraised value being determined by an independent appraiser mutually to and engaged on behalf of both Town and Owners, but with the Town paying the appraiser's fees and costs.
 - (2) The Freeway ROW shall be conveyed by special warranty deed in its "AS IS" condition without warranty or representation by the Owners, subject to all matters of record and all matters that an accurate survey or inspection would reveal, except that Owners shall cause any monetary liens (excluding real property taxes and assessments) on the Freeway ROW to be released at the time of conveyance of the Freeway ROW.
 - (3) Real property taxes and assessments on the Freeway ROW shall be prorated to the date of the conveyance of the Freeway ROW.
 - (4) The conveyance shall be made through a licensed title insurance company, with the Owners and the Town each paying one half of the escrow fees, the Owners' paying for the cost of a standard owner's policy of title insurance in the amount of the purchase price, the Town paying any additional premiums for an extended coverage owner's policy of title insurance and any endorsements requested by Town, and all other costs allocated by the title insurance company in the manner customary in the county in which the Freeway ROW is located.
 - (5) The Town shall be obligated to construct, concurrently with construction of any roadway through the Freeway ROW, a reasonable sound/noise barrier walls between the Freeway ROW and the balance of the East Property prior to allowing any vehicular use of any roadway constructed within the Freeway ROW.

- (6) The Owners and Town shall execute any additional escrow instructions not inconsistent with this Agreement that are reasonably requested by the title insurance company, shall provide any resolutions or other documents reasonably requested by the title insurance company and close the sale of the Freeway ROW within six (6) months following notice from the Town of its election to purchase, but in no event later than the expiration of the Reservation Period.
 - (7) The Owners and Town agree that upon the Town's acquisition of the Freeway ROW, the Town may in turn use the Freeway ROW for construction of Town owned and maintained roadways, including any ancillary utilities and landscaping improvements. Alternatively, the Town also retains the right to sell, donate or transfer the Freeway ROW to an entity that would use the Freeway ROW for the purposes of developing and linking a future regional parkway, arterial or freeway roadway network.
- (iii) Owners agree during Reservation Period to not encumber the Freeway ROW without first obtaining Town approval unless the encumbrance expressly acknowledges that the rights of the lender are subordinate to the rights of Town under this Agreement. Notwithstanding the foregoing, until Owners transfer title to the Freeway ROW, Owners shall be entitled to make any legal use of the Freeway ROW other than constructing permanent improvements on the Freeway ROW, including the following:
- (1) Owners are allowed, without needing to obtain Town approval, to enter into access easements, utility crossings, drainage crossings, and construction easements during Reservation Period that will bind the Freeway ROW Property following any acquisition by the Town; and
 - (2) Agricultural use on the Freeway ROW is allowed during Reservation Period.
- (iv) If the alignment of the proposed freeway changes or the freeway is removed, the Town agrees that the PUD can be amended with a Minor PUD Amendment, and a Major PUD Amendment shall not be required for such an amendment.
- (b) Zoning and Preliminary Platting – During the Reservation Period Town agrees to allow Owners to move forward with entitlements applicable to the Freeway ROW, but Owner shall have no right during the Reservation Period to actually construct any improvements that would negatively impact the Freeway ROW and its intended future use as a transportation corridor. Town will cooperate and not deny or delay any such entitlement approvals based on the existence of the

Reservation Period or any possible future use of the Freeway ROW for freeway or other transportation purposes.

- (i) Town acknowledges that the Freeway ROW has an underlying zoning per Exhibit D. If at the end of the Reservation Period the Town does not purchase the Freeway ROW, then the Owners will be allowed to move forward with entitlements and development of the Freeway ROW and all other portions of the East Property without the freeway and with permitted uses as allowed in the underlying zoning.
 - (ii) At Owners' option during the Reservation Period Owners may elect to submit two alternative Preliminary Plats on any Parcel containing all or any portion of the Freeway ROW and, at Owners risk, alternative Final Plats on the residential portions of the Preliminary Plats, subject to the following:
 - (1) One Preliminary Plat shall depict the lotting layout with the Freeway ROW being included on the same basis as other real property within the East Property, and
 - (2) The second Preliminary Plat shall depict the lotting layout without the Freeway ROW (or not showing the Freeway ROW as a reserved tract).
 - (iii) The Town agrees to review and process for approval both sets of Preliminary Plats and, if allowed by State law, to approve both sets of Preliminary Plats, with Owner to thereafter have the ability to elect which of the Preliminary Plats on which Final Plats will be submitted. In no event shall Town have any obligation to approve more than one Final Plat or to approve during the Reservation Period any Final Plat reflecting any use of the Freeway ROW other than for roadway use.
- (c) If ADOT determines it is not able to move forward with any step in the North-South Freeway Corridor Study Process due to lack of funding, thereby permanently halting the Freeway project, then Town agrees to work with the County, the MAG MPO, CAG and/or other affected municipalities to try and find alternate funding for either an interim phase of the Freeway, a Parkway or similar regional transportation improvements/facilities.

10. Regulation of Development.

- (a) The Applicable Rules. Except as provided in Paragraph 10(c) and 10(g) below, all exactions, fees, ordinances, rules and regulations of the Town applicable to and governing the development of the Property, shall be those ordinances, rules, regulations, permit requirements, development fees, impact fees, other exactions and requirements and/or official policies that are existing and in force for the Town as of the execution of this Agreement, subject to applicable credits under this Agreement.

- (b) The Permissible Additions to the Applicable Rules. Notwithstanding the provisions of subparagraph (a) above and the provisions enumerated below, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Property:
- (i) rules that the Owners may agree in writing apply to the development of the East Property;
 - (ii) rules of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the state or federal governments, including court decisions, and other similar superior external authorities beyond the control of the Town, provided that, in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law such affected provisions of this Agreement shall be modified as may be necessary to achieve the required level of compliance with such mandatory requirement;
 - (iii) rules of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, including, but not limited to, fire, flood, periodic inundation and acts of war or terrorism, in which event any rules, imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and the least intrusive alternative practicable and, except in a bona fide emergency, may be imposed only after public hearing and shall not, in any event, be imposed arbitrarily; and
 - (iv) technical codes adopted by the Town pursuant to the Florence Development Code, as well as future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety related codes, such as the International Building Code, which updates and amendments are generated by a nationally recognized construction or safety organization, such as the International Conference of Building Officials, or by the county, state or federal governments or by the Maricopa Association of Governments (the “MAG”) provided that such code updates and amendments shall be applied uniformly and not arbitrarily.
- (c) Single-Family Residential Development Impact Fees. The Town’s existing or future Development Impact Fees for single-family homes that shall be imposed upon the Property for a period of fifteen (15) years commencing from the effective date of the Annexation, shall be in an amount equal to Three Thousand Four Hundred and Forty-Nine Dollars (\$3,449.00) per single-family residential dwelling unit, unless a lesser Development Impact Fee is applicable at the time a building permit is issued by the Town. This Development Impact Fee shall be applied as follows: \$583 for Roads/Transportation; \$1,096 for Fire/EMS; \$913 for Police; and \$857 for Parks. After the fifteen (15) year period and for the duration of this Agreement, the Town’s Development Impact Fees that will be imposed

upon the Property shall be the Development Impact Fees then in effect and applicable at the time of permitting. Any Development Impact Fees which are due on residential dwelling units shall be payable when construction permits for the residential dwelling units are issued by the Town. Owner and Town agree that if a CFD is formed on the Property, the "In CFD Fee" indicated on Exhibit E would be applicable in lieu of the aforementioned \$3,449 Development Impact Fee. Town and Owner agree that, if the total Development Impact Fee credits (based on the cost and/or value of improvements and property) available to Owner under this Agreement for any particular category of Development Impact Fees exceed the total Development Impact Fees for such category that would be due from Owner if all of the Property were totally developed during the initial fifteen (15) years of the term of this Agreement then, at the commencement of the sixteenth (16th) year of the term of this Agreement such excess shall be available to Owner to be applied to the Development Impact Fees for such category thereafter due from Owner in connection with building permits obtained following the initial fifteen (15) years of the term of this Agreement. For example, if the Owner would be entitled to \$5,000,000 in development impact fee credits for parks but the anticipated total development impact fees payable for parks during the initial fifteen (15) years of this Agreement totals only \$4,500,000, then the excess of \$5,000,000 over \$4,500,000 (\$500,000) would be allocated over the remaining undeveloped portion of the Project at the commencement of the 16th year as additional park Development Impact Fee credits, but not to exceed the then applicable parks Development Impact Fees. Owner acknowledges that in no event shall Owner have any right to apply unused Development Impact Fee credits for one category to payment of Development Impact Fees for another category (e.g. Owner cannot apply park Development Impact Fee credits toward payment of police/fire Development Impact Fees).

- (d) Other Development Impact Fees. The Town's existing or future Development Impact Fees for non-single-family home development that shall be imposed upon the Property for a period of fifteen (15) years commencing from the effective date of the Annexation, shall be as indicated in Exhibit E, unless a lesser Development Impact Fee is applicable at the time a building permit is issued by the Town. After the fifteen (15) year period and for the duration of this Agreement, the Town's Development Impact Fees that will be imposed upon the Property shall be the Development Impact Fees then in effect and applicable at the time of permitting. Any Development Impact Fees which are due on non-single-family residential dwelling units shall be payable when construction permits for the development are issued by the Town. If the Project or any portion thereof becomes part of a Community Facilities District that would, in the absence of this Agreement, entitle Owner to a reduction in Development Impact Fees, such reduction in Development Impact Fees shall also reduce the Development Impact Fees that are payable under this Agreement.
- (e) Filing, Review and Permit Fees. Notwithstanding anything to the contrary in this Agreement, Owners will be required to pay the then applicable filing fees, plan

review fees, permit fees and building fees in effect at the time of issuance of any filing, review or permit issuance. Development Impact Fees shall be paid in accordance with Paragraph 10(c) and (d) above.

- (f) Flood Control. Flood control measures for the East Property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances; and, to the extent they are not superseded by the requirements of the United States Army Corp of Engineers or state and local laws, regulations and ordinances, the requirements of the Magma Flood Control District and the Pinal County Flood Control District.
- (g) Building Codes. For development in progress at the time this Agreement becomes effective, the Town will grandfather construction plans, including standard production home plans within active recorded subdivisions, approved by Pinal County. New subdivisions and plans introduced after annexation shall comply with minimum applicable Town standards and codes.

11. Plat and Plan Approval. The Town hereby agrees to take in a timely manner all action necessary, including but not limited to processing plats which are in conformation with the PUD, so that the Owners are not unreasonably delayed in the development of the East Property as provided in the PUD. In taking such actions, the Town may exercise its discretion in the manner provided by law. Town further agrees that Preliminary Plat approvals shall be valid for a period of two years, with possible extensions as permitted by Town codes.

12. Vested Rights. The types of land uses, together with the densities of such uses for each development parcel on the East Property, as shown in the PUD are hereby established. The Town agrees that, for the term of this Agreement, Owners shall have an immediate right to develop and use the East Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.

13. Infrastructure.

- (a) Infrastructure Plan. Except as otherwise provided in this Agreement, so long as Owners proceed with the development of the East Property, Owners may implement and phase the infrastructure improvements to the East Property in conformance with an infrastructure plan jointly approved by the Town and Owners (the "Infrastructure Plan"), which Infrastructure Plan may be modified from time to time with the Town's approval, which approval shall not unreasonably be withheld, conditioned or delayed. Town hereby agrees that the Infrastructure Plan shall exclude, and the Owners shall not be required to obtain the approval by the Town, of water infrastructure improvements or wastewater infrastructure improvements, which improvements shall be the responsibility of the Owners and/or the Water Service Provider (as hereinafter defined) and Wastewater Service Provider (as hereinafter defined) to construct pursuant to Paragraphs 14(a) and 14(b), provided, however, that if Town acquires or otherwise becomes the Water Service Provider and/or the Wastewater Service Provider, water infrastructure improvements and wastewater infrastructure

improvements for which the plans have not been previously approved by the then existing Water Service Provider or Wastewater Service Provider shall thereafter be subject to approval by the Town. Owners agree to construct the water infrastructure improvements and wastewater infrastructure improvements in accordance with all other applicable regulations, laws and ordinances. The Town agrees to consider Owners' request for the condemnation of sewer, utility, and drainage easements and rights-of-way if such easements and rights-of-way are determined by the Town to be necessary to complete the infrastructure anticipated by this Agreement, but in any event the use of eminent domain or condemnation is in the sole discretion of the Town. If Town condemns or otherwise acquires property at Owners' request, Owners agree to reimburse Town for the costs of any such condemnation, including, but not limited to, land and East Property rights acquisition costs, attorneys' fees and costs of suit. Town agrees to consult with Owners regarding offers of settlement in the event of eminent domain or condemnation actions.

- (b) Construction. The parties hereto acknowledge and agree that to the extent the Owners develop the East Property, the Owners shall have the right and the obligation, at any time after the execution of this Agreement, to construct or cause to be constructed and installed, in accordance with all applicable rules, regulations, construction standards, and governmental review processes, all portions of the Infrastructure Plan that relate to the phase or portion of the East Property to be developed by Owner at any given time. All such construction performed by Owners shall be performed in a good and workmanlike manner and in compliance with all applicable requirements, standards, codes, rules or regulations of the Town. The parties hereto acknowledge and agree that the Town, as necessary to implement the Infrastructure Plan, shall cooperate reasonably in facilitating construction of the infrastructure, including, but not limited to, the abandonment of any unnecessary public rights-of-way or easements currently located on the East Property at such time as such rights-of-way or easements are demonstrated to be unnecessary by the final plat.
- (i) The construction and installation of public or private streets, curbs, gutters, sidewalks, traffic control, directional signs and other public infrastructure and public facilities on the East Property as required by the PUD and any applicable state and local regulations, laws and ordinances (collectively, the "Infrastructure") shall be subject to and in compliance with applicable state and local regulations, laws and ordinances. Owners shall cause all Infrastructure required by the PUD to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the phases, if any, set forth in the PUD. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the PUD or each phase.
- (ii) Dedication of Infrastructure by Owners shall not constitute acceptance of the Infrastructure for purposes of transferring the obligation to maintain

and repair the Infrastructure to the Town or for purposes of starting the Town's warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming any maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced in writing by the Town as provided herein.

- (iii) Upon completion by Owners of any Infrastructure pursuant to Paragraph 13(a), Owners shall notify the Town in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Paragraph 13(a), as verified by the inspection of the completed improvements by the Town Engineer including the completion of all punch list items, the Town shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity or utility provider. The Town shall notify Owners, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection. Acceptance of any Infrastructure is expressly conditioned upon the warranty to Town for such Infrastructure described in paragraph 13(b)(iv) below. Owners, at no cost to Town, shall dedicate rights-of-way or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which rights-of-way or easements may be located adjacent to or in other public and private rights-of-way or easements.
- (iv) Each Owner dedicating Infrastructure to the Town shall give to Town a one (1) year warranty for such Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or such other date as set forth in a service agreement. Any deficiencies in material or workmanship identified by Town's staff during the warranty period that would adversely impact the public health and safety of residents shall be brought to the attention of dedicating Owner, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Any other deficiencies in material or workmanship identified by Town's staff during the warranty period shall be remedied by the dedicating Owner to the reasonable satisfaction of Town's staff at the conclusion of the warranty period. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (1) an extension of the warranty for an additional period, or (2) the proper repair of, or (3) the removal and reinstallation of that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the warranty period has expired, each Owner agrees to repair any damage to the Infrastructure caused by such Owner's construction activities on the "East Property". Nothing contained herein shall prevent the Town or an Owner from seeking recourse against any other third party for damage to the Infrastructure caused by such third party. An Owner shall have no

liability to the Town under the foregoing warranty for damage to Infrastructure caused by a third party.

- (v) Each Owner agrees to forever maintain all (i) rights-of-way owned by such Owner and designated as private rights-of-way by the PUD, unless such rights-of-way are dedicated by the Owner and accepted by the Town; and (ii) landscaping located within the public easements and rights-of-way located on such Owner's portion of the East Property and such obligations shall survive the termination or expiration of this Agreement; provided, however, Owners may assign these obligations to one or more home owners' associations ("HOA") provided such HOA is legally bound to such rights-of-way and landscaping maintenance obligations and has adequate financial ability, reasonably acceptable to the Town, to bear such obligations. Once the Town has consented to the assignment of these obligations to an HOA, the previously responsible Owner shall be relieved of any further obligation to maintain the rights-of-way and landscaping.

- (c) Infrastructure Assurance. The parties hereto acknowledge and agree that the Town, prior to the recording of the final plat for each phase of the subdivision within the East Property, shall require the Owner thereof and/or its designees, successors, assigns, grantees or buyers under contract, to provide assurances that are reasonable to assure that the installation of Infrastructure within that subdivision, or other subdivision improvements directly related to such building permit or permits, will be completed ("Infrastructure Assurance"). In such case, the Owner thereof may elect, with the approval of the Town, which approval shall not be unreasonably withheld, any one or a combination of the following methods of Infrastructure Assurance. All Infrastructure Assurances provided by the Owners shall comply with the applicable provisions of the Town's Subdivision Ordinance relating to such Infrastructure Assurances. The options for providing an Infrastructure Assurance are as follows:
 - (i) The Owner and/or its assignees, designees, grantees and purchasers under contract may file with the Town a performance bond; or
 - (ii) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town an irrevocable and unconditional declining letter of credit which, if necessary, will be acknowledged by the Town in accordance with the appropriate Lender's requirements; or
 - (iii) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a letter of financial assurance from the Owner's lender or the lender of the Owner's assignees, designees, grantees and purchasers under contract; or
 - (iv) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a Contractor's performance bond; or

- (v) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a dual beneficiary declining letter of credit; or
- (vi) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a performance deed of trust; or
- (vii) The Owner and/or its assignees, designees, grantees and purchasers under contract may deliver to the Town a Certificate of Occupancy Hold Agreement; or
- (viii) The Owner and/or its assignees, designees, grantees and purchasers under contract may transfer the relevant portion of the Property to a third party trust containing terms to assure completion of the Infrastructure; or
- (ix) Any other method approved by the Town and the relevant Owner consistent with State statutes and Town's subdivision ordinance.

Once the required Infrastructure Assurance has been complied with, the relevant Owner (or, as applicable, the Owner's assignees, designees, grantees and purchasers under contract) shall have the right, with the approval of the Town, which approval shall not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other above methods of Infrastructure Assurance. The Town agrees that within ten (10) working days from the Town's approval of the particular completed Infrastructure for which the Town has required and the Owner has provided Infrastructure Assurance, the Town shall release such Infrastructure Assurance, in whole or in part, as may be appropriate under the circumstances, in the manner provided in the applicable Subdivision Ordinance.

- (d) Infrastructure and Improvement Financing. The Parties acknowledge that a primary purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure improvements necessary to serve new development of the "East Property". The Town acknowledges and agrees that such infrastructure improvements may be constructed, at either Owner's request, through the formation of a Community Facilities District (the "CFD") or other special district or improvement district pursuant to current or future Arizona law, including, but not limited to, A.R.S. § 48-701 et seq. or any amended or successor Statutes. In the event an Owner requests the Town to form any CFD, the Town will consider such request in accordance with the Town's adopted CFD Policies and Procedures, and if approved, shall adopt the necessary resolution of intention, and conduct such procedures as are necessary to form the applicable CFDs as required by Arizona law. However, nothing contained herein shall be construed to compel the Town to form a CFD or for the CFD, if formed, to finance any Infrastructure. The relevant Owner shall provide all necessary information and shall pay all reasonable and customary Town costs, including costs of legal review by Town counsel, as specified in the Town's CFD Policies and Procedures and the Town's Schedule of Fees, as such may be amended from time to time, in connection with

its request for any CFD formation. The Parties agree that the Town must act in accordance with its CFD Policies and Procedures as to the formation of any CFD contemplated under this Paragraph 13(d).

- (e) Street Lights. An Owner may request that the Town form a street lighting improvement district on all or part of the Property owned by such Owner; provided, however, street lights will be required within the Property regardless of whether such a district is formed and will be constructed according to Town standards or as may be approved in the PUD.

- (f) Infrastructure Payback Agreement. In the event that the Town imposes upon either Owner the obligation to oversize its infrastructure improvements or to provide additional public improvements (“Additional Improvements”) to benefit properties outside of the East Property (“Benefitted Properties”), the Town agrees not to impose said obligation on an Owner in such a manner that will impede or delay such Owner’s ability to complete the development of its East Property on the schedule or in the manner originally planned by such Owner prior to the Town’s imposition of such a requirement. Any such imposition of Additional Improvements by the Town shall specify all real property benefitted by such Additional Improvements (“Benefitted Properties”) and the percentage share of the costs of the Additional Improvements that will be allocated to each of the Benefitted Properties.
 - (i) Upon completion of the Additional Improvements, such Owner’s project engineer will provide the Town with the actual costs of the land and construction of such improvements and a statement of the proportionate share of such costs attributable to each of the Benefitted Properties (“Proportionate Share”). The Town shall have the right to review and approve the project engineer’s submittal for a period of thirty (30) days, said approval to be commercially reasonable. The Town shall thereafter require each owner of a Benefitted Property, prior to the issuance of a building permit for the Benefitted Property, to pay to the Town its Proportionate Share plus an additional five percent (5%) to pay for the administrative fee retained by the Town as provided below, as such sums are adjusted pursuant to Paragraph 13(f)(ii) below.

 - (ii) At the time of payment by the owner of any of the Benefitted Properties of the Proportionate Share of the costs of Additional Improvements, the payment due shall be adjusted as follows:
 - 1. Calculate the percentage increase in either the Engineering News Record (ENR) – Construction Cost Index (CCI) or Building Cost Index (BCI) between:
 - a. the most recently published ENR-CCI or ENR-BCI at the time of the adjustment; and
 - b. the ENR-CCI or ENR-BCI for the month immediately following substantial completion of the Additional Improvements.

2. Multiply the Proportionate Share payable by an owner of Benefitted Property by the lower of the two percentage increases determined pursuant to part (1) above.

- (iii) Within thirty (30) days of receiving payment pursuant to Paragraph 13(f)(ii) above, Town will pay to the Owner who made the Additional Improvements the amount of such payment, less an administrative fee equal to five percent (5%) of each payment, which administrative fee shall be retained by Town. Any credit or offset to which an Owner is entitled to pursuant to this Paragraph 13(f) shall be credited to such Owner pursuant to a written amendment to this Agreement, which the Town and such Owner agree to negotiate at such time as the costs of such Additional Improvements have been determined and the Benefitted Properties have been identified.

14. Utility Services.

- (a) Potable Water Service. The Town acknowledges and agrees that Johnson Utilities, L.L.C. (“JUC”), or another entity under the common control of JUC (collectively, the “Water Service Provider”) has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Water Service Approvals”) to become the potable water service provider to the East Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Water Service Provider in obtaining the Water Service Approvals if necessary. Upon the Water Service Provider demonstrating that it has the Water Service Approvals, the East Property will no longer be considered within the municipal service area of the Town with respect to water service and Owners shall have no responsibility to the Town to construct water infrastructure improvements of any kind or to pay water hook-up fees, water impact fees or other similar fees to the Town. The Town acknowledges that Owners have an executed Master Utility Agreement (“MUA”) with JUC, a copy of which has been provided to the Town. Should the Town purchase JUC the Town agrees to honor the terms of said MUA, including the Water Facility Hook-Up Fees, until the Project is completely built out, or to enter into a comparable Water Service Agreement with the Owners; in such event, Owners shall remain exempt from constructing any water infrastructure improvements and from payment of any water hook-up fees, water impact fees or other similar fees to the Town other than the construction obligations and fees required from Owners under the MUA.
- (b) Wastewater Service. The Town acknowledges and agrees that JUC, or another entity under the common control of JUC (collectively, the “Wastewater Service Provider”) has, or is in the process of obtaining the necessary governmental approvals (collectively, the “Wastewater Service Approvals”) to become the wastewater service provider to the East Property. At no cost or expense to the Town, the Town agrees to cooperate with and support the Wastewater Service Provider in obtaining the Wastewater Service Approvals if necessary. Upon the Wastewater Service Provider demonstrating that it has the Wastewater Service

Approvals, the East Property will no longer be considered within the municipal service area of the Town with respect to wastewater service and Owners shall have no responsibility to the Town to construct wastewater infrastructure improvements of any kind or to pay wastewater hook-up fees, wastewater impact fees or other similar fees to the Town. The Town acknowledges that Owners have an executed Master Utility Agreement (“MUA”) with JUC, a copy of which has been provided to the Town. Should the Town purchase JUC the Town agrees to honor the terms of said MUA, including the Wastewater Facilities Hook-Up Fees, until the Project is completely built out, or to enter into a comparable Wastewater Service Agreement with the Owners; in such event, Owners shall remain exempt from constructing any wastewater infrastructure improvements and/or paying any wastewater hook-up fees, wastewater impact fees or other similar fees to the Town other than the construction obligations and fees required from Owners under the MUA.

- (c) Assured Water Supply. If Owners are required to expend funds to obtain an assured water supply to the Property or the Water Service Provider is required to expend funds to receive a designation of assured water supply, Town agrees to consider formation of a CFD to permit reimbursement of additional costs incurred to provide water to the Property through public financing.
- (d) Other Services. The Town, or an entity designated by Town, shall provide trash collection services to the East Property. The Town shall provide police and fire protection services to the same extent and upon the same terms, conditions and timeliness as those services are being provided to other properties throughout the Town. Owners, or an entity designated by Owners, shall have the right, but not the obligation, to provide cable television service to the East Property, provided that any such cable television service provider has obtained a franchise agreement with the Town.
- (d) Reclaimed Water. Owners or any entity designated by Owners shall have the right, but not the obligation, to supply reclaimed water or effluent to the East Property as needed by Owners, any successor to either Owner, or to any HOA or POA.

15. Plans Submittal. Owners shall submit all plats and plans to Town Staff. Development of the East Property cannot occur until the Town has concurred that the plans comply with the PUD and Town standards. Town shall review said plans and provide Owners with its comments on these submittals in a timely manner. The Town may retain the services of a private company or individual (“Outside Review Agency”) to provide expedited development review processes only upon the request of Owners. The Town and Owners shall mutually agree on the Outside Review Agency selected from the Town’s list and the fee for such expedited review.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

17. Additional Acts and Documents. Each party hereto agrees to do all things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any party in furtherance of the rights under this Agreement, such approval shall not be reasonably withheld.

18. No Additional Dedications or Exactions. The Town agrees that except for the dedications, fees, and exactions identified in this Agreement, the Town shall not attempt to acquire or require as a condition to development of the Property in accordance with the PUD and any PUD Amendments, or as a condition to the provision of the Town services described herein, or through zoning or subdivision stipulations, or other exactions, reservations, conditions, or otherwise, any further dedications of portions of the Property or easements or other rights over portions of the Property for any purpose. Notwithstanding the foregoing, the Town may require dedication of interior streets and reasonable drainage and utility easements which do not materially burden or interfere with the timely development of the Property.

19. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owners and the Town, provided, however, that an amendment to this Agreement that affects less than all of the East Property shall be effective upon execution by the Town and all owners of portions of the East Property affected by the amendment. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County, Arizona.

20. Default; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance. In no event shall any owner of any portion of the Property be liable in any manner for any breach of this Agreement by an owner of any other portion of the Property, and the Town shall not withhold, delay or condition any approval or other action regarding a non-breaching owner because of the existence of any breach or alleged breach by another owner.

- (a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owners each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owners. The representative for the Town shall be the Town Manager, the representative for Langley shall be as identified by Langley from time to time, and the representative for El Dorado shall be as identified by El Dorado from time to time. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the East Property.

- (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

21. Arbitration. If the mediation procedure set forth in Paragraph 20(b) above does not resolve a dispute, any party may submit, by demand letter, correspondence or notice, to another party, such dispute to arbitration pursuant to this Paragraph 21. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the “Rules”) of the Center for Public Resources (the “CPR”) currently in effect, except as provided herein and except where modified by the provisions hereof.

- (a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of any party to the arbitration, any other entities or persons whom such party believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.
- (b) The parties agree that the remedies available for the award by the arbitrator(s) under this Paragraph 21 in a dispute arising out of or relating to this Agreement or breach thereof shall be limited to specific performance and declaratory relief and the arbitrator may not issue an award of monetary damages, whether characterized as actual, consequential or otherwise, except as provided in Sub-paragraphs 21(e) and 21(h), and provided, however, that the arbitrator(s) may award the payment of an amount owed or may enjoin the withholding of amounts due under this Agreement.
- (c) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question is barred by the applicable statute of limitations.
- (d) In the event the amount in controversy is less than \$100,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$100,000 or more, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator. The party-arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed

in accordance with the Rules. If the responding party fails to appoint a second party-arbitrator within the time so provided, selection of the second arbitrator shall be in accordance with the Rules.

- (e) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Paragraphs 21(b), 21(g) and 21(h) and reasonable attorneys' fees and reasonable costs to the prevailing party.
- (f) The arbitration shall occur within the municipal limits of the Town unless the parties agree otherwise in writing.
- (g) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award. Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after demand, then the other party may either utilize the arbitration process set forth in this Paragraph 21 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.
- (h) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within fifteen (15) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, monetary damages.
- (i) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owners and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
- (j) The dispute resolution process set forth in this Paragraph 21 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any

portion of the “East Property” or to claims for injunctive relief or mandamus by either party. In the event a default (as defined in Section 21) is not cured within the notice and cure period described in Section 21, the non-defaulting party shall have the right to seek injunctive relief or mandamus in a court of competent jurisdiction.

- (k) Notwithstanding anything in this Agreement to the contrary, the provisions of Paragraphs 20 and 21 shall not be construed or applied so as to prevent Owners or Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

22. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owners of the breach of any covenant 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.

23. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof including, without limitation, to third party builders; provided, however, the Owners’ rights and obligations hereunder may only be assigned to a person or entity that has acquired the East Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, expressly assigning such rights and obligations. Without limitation of the foregoing, an Owner may assign all or any portion of impact fee credits held by an Owner to any owner of any portion of the Project. Following transfer of any portion of the East Property by the owner thereof, the transferor shall be released from any further obligations under this Agreement pertaining solely to the transferred portion of the East Property and the transferee shall thereafter be solely responsible for such obligations.

Notwithstanding the foregoing, the Town agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement, other than those pertaining to construction of public infrastructure improvements, may be assigned to one or more HOAs to be established by the Owners. The Owners agree to provide the Town with written notice of any assignment of the Owners’ rights or obligations within 15 days after such assignment. In the event of a complete assignment by an Owner of all rights and obligations of such Owner hereunder, such Owner’s liability hereunder shall terminate effective upon the assumption by such Owner’s assignee. Nothing in this Agreement shall operate to restrict an Owner’s ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the East Property.

24. Names and Plans. The Owners shall be the only owners of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owners in connection with the East Property; provided, however, that in connection with any conveyance of portions of the East Property to the Town such rights pertaining to the portions of the East Property so conveyed shall be assigned, to the extent that such rights are assignable, to the Town.

25. No Owner Representations. Nothing contained herein or in the PUD shall be deemed to obligate the Town or the Owners to complete any part or all of the development of the East Property.

26. Good Standing; Authority. Each of the parties and their assigns represents (and will represent) and warrants to the other that: (i) it is duly formed and validly existing under the laws of Arizona, with respect to the Owners, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is an Arizona corporation or municipal corporation or limited liability company duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement (or who will execute this Agreement) on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

27. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

28. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

29. Choice of Forum. Notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for the County of Pinal and may be removed therefrom only upon the mutual agreement of the Town and Owners.

30. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, Arizona, not later than ten (10) days after this Agreement is executed by the Town and the Owners.

31. Notice. Any notice, (delivered by mail, hand or federal express) assignment, payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses and/or email addresses as follows:

The Town: Town Manager
 Town of Florence
 775 N. Main Street
 PO Box 2670
 Florence, Arizona 85132

With Copy To: Town Attorney
 Town of Florence

775 N. Main Street
PO Box 2670
Florence, Arizona 85132

Owners:

El Dorado: El Dorado Arizona Farms, LLC
c/o El Dorado Holdings, Inc.
426 North 44th Street, Suite 100
Phoenix, AZ 85008
Attention: Jim Kenny (jkenny@eldoradoholdings.net)
or Linda Cheney (cheneytomlinda@cox.net)

Langley: Langley Arizona Farms 150, LLC
c/o Langley Properties
2738 E. Guadalupe Rd.
Gilbert, AZ 85234
Attention: Stacy Brimhall (Stacy@LANGLEYLAND.COM)

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

32. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the "Term") shall be for a period of the earlier of: (i) complete build-out of the East Property, (ii) mutual termination by the parties, or (iii) twenty (20) years from the date of recordation of this Agreement. For good cause shown, Owners may request and Town may approve an additional 10-year extension. The Town shall not unreasonably withhold, condition or delay approval of such extension request. At the request of the Town Manager, Owners shall meet with the Town Manager and provide the Town with annual project status reports.

33. Attorneys' Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees.

34. Insurance Requirements. Each Owner, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the time that construction improvements are being made during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the failing Owner under this Agreement following expiration of the notice and cure period stated in Paragraph 20. Each Owner's insurance shall be primary

insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials and employees as additional Insureds.

- (a) General Liability. Each Owner shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form East Property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG2O101185 (October 2001 version).
- (b) Automobile Liability. Each Owner shall, at its expense, maintain a commercial / business automobile liability insurance policy with a combined single limit for bodily injury and “East Property” damage of not less than \$1,000,000.00 each occurrence with respect to any of the Owner’s owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, “any auto”, Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and East Property damage shall apply.
- (c) Indemnification. Except as otherwise specifically provided in this Agreement, to the fullest extent permitted by law, each Owner shall protect, defend, indemnify and hold harmless the Town, its Council members, agents, officers, officials and employees from and against all suits, claims, demands, damages, losses, 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, together with expenses (including but not limited to attorneys’ fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses), relating to, arising out of, resulting from or alleged to have resulted from the Owner’s negligence or intentional misconduct, including but not limited to the negligence or intentional misconduct of the Owner’s agents or employees or anyone for whose acts they or the Owner is liable under applicable law in the performance of this Agreement, except that the foregoing shall not apply to claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders, judgments, remedial actions,

costs, cleanup actions and expenses caused in whole or in part by the negligence or intentional misconduct of the Town, its Council members, agents, officers, officials and employees. The Town shall remain responsible to the fullest extent permitted by law for any acts of negligence or intentional misconduct by the Town, its Council members, agents, officers, officials and employees.

- (i) An Owner's duty to defend, hold harmless and indemnify the Town, its Council members, agents, officers, officials and employees shall arise in connection with any suits, claims, damages, losses or expenses that are attributable to or otherwise relate to, or result from the negligence or intentional misconduct of the Owner under this Agreement, including but not limited to the acts, errors, mistakes, omissions, work or services of the Owner's agents or employees, or anyone for whose acts they or Owner is liable under applicable law in the performance of this Agreement.
- (ii) The amount and type of insurance coverage requirements set forth herein are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions of this Agreement. The indemnity provisions of this Agreement shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions of this Agreement.
- (iii) The indemnity provisions of this Agreement shall survive the termination of this Agreement.

35. Lot Sale. It is the intention of the parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots into which the East Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. So long as not prohibited by law, this Agreement shall automatically terminate as to any individual lot (and not lots sold in bulk), without the necessity of any notice, agreement or recording by or between the parties, upon conveyance of the lot to a homebuyer by a recorded deed. For this section, "lot" shall be any lot upon which a home has been constructed or may be constructed under applicable law.

36. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owners and the Town or between any parties comprising Owners.

37. Compliance With Certain Federal and State Laws. Each Owner hereby agrees to comply with all applicable provisions of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. If the Agreement contains provisions relating to the construction of public infrastructure improvements or the formation of a Community Facilities District pursuant to A.R.S. § 48 - 701 et seq., each Owner constructing such improvements hereby agrees to comply with all applicable provisions of Arizona Revised Statutes ("A.R.S.") § 34 - 301 "Employment of Aliens on Public Works

Prohibited”, A.R.S. § 34 - 302 “Residence Requirements for Employees”, and A.R.S. § 41-4401 “Government Procurement” (hereinafter referred to as the “Immigration Laws”). A breach of the Immigration Laws shall constitute a default of this Agreement and, if uncured, may subject the breaching Owner to additional penalties including termination of the Agreement at the sole discretion of the Town. Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of each Owner’s, contractor’s or any subcontractor’s employees who perform work under this Agreement, to ensure that the Owner, contractor and any subcontractors are complying with the Immigration Laws. Owners agree not to hinder the Town in regard to any such inspections. The Town may, in its sole discretion, conduct random verification of the employment records of an Owner, contractor and any subcontractors to ensure compliance with the Immigration Laws. An Owner shall not be deemed to have materially breached the Immigration Laws if the Owner establishes that (a) it or its contractors or subcontractors has complied with the employment verification requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. §1324(a) and 8 U.S.C.A. §1324 (b)(1)(A), et seq., the E-Verify requirements of A.R.S. § 23 - 214(A) or (b) the Owner (i) has included the provisions of this section in any contract the Owner enters into with any and all of its contractors, which contracts shall contain provisions which require such contractors to include the provisions of this section in such contractors’ contracts with any subcontractors who provide services relating to the construction of public infrastructure improvements and (ii) the Owner takes good faith actions to enforce such provisions in its contracts with contractors promptly following request by the Town. “Services”, as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by an Owner, a contractor or any subcontractor. “Services” also includes construction or maintenance of any structure, building, transportation facility or improvement of the East Property.

38. Owner Actions and Approvals. All provisions of this Agreement regarding any approval, consent, or other action of any nature by the “Owners” shall, whenever such approval, consent or other action concerns less than all of the East Property, mean the approval, consent or other action by the owners of the portion(s) of the East Property affected by such approval, consent or other action, and the other owners of portions of the East Property shall have no right or obligation to be involved in, consent to or object to such approval, consent or other action. The foregoing expressly applies to any obligation to construct improvements on any portion of the East Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

**El Dorado Arizona Farms, LLC,
an Arizona limited liability company
By: El Dorado Holdings, Inc.,
an Arizona corporation,
its Administrative Agent**

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by _____, the _____ of El Dorado Holdings, Inc., an Arizona corporation that is the Administrative Agent of El Dorado Arizona Farms, LLC, an Arizona limited liability company, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

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

Notary Public

My Commission Expires:

**Langley Arizona Farms 150, LLC,
an Arizona limited liability company**

Stacy J. Brimhall, Manager

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Development Agreement for _____ was acknowledged before me this day of _____, 2014, by Stacy J. Brimhall, the manager of Langley Arizona Farms 150, LLC, an Arizona limited liability company, and being authorized to do so executed the forgoing instrument on behalf of the company for the purposes therein stated.

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

Notary Public

My Commission Expires:

EXHIBITS

Exhibit A -1 - El Dorado Property Legal Description

Exhibit A-2 – Langley Property Legal Description

Exhibit B – Arizona Farms West and East PUD Map with Annexation Areas

Exhibit C – Arizona Farms East PUD and West PUD Land Use Plans

Exhibit D – Arizona Farms PUD East Land Use Plan

Exhibit E – Development Impact Fee Schedule

El Dorado Arizona Farms, LLC.

Legal Descriptions:

EXHIBIT A-1

PARCEL NO. 4:

THAT PORTION OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1, FROM WHICH THE NORTH QUARTER CORNER BEARS NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 2631.13 FEET;

THENCE ALONG SAID NORTH SECTION LINE, NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 1437.27 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SECTION LINE, NORTH 88 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 1193.86 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 1;

THENCE CONTINUING ALONG SAID NORTH SECTION LINE, NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 848.64 FEET;

THENCE DEPARTING SAID SECTION LINE, SOUTH 01 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 1046.46 FEET;

THENCE SOUTH 88 DEGREES 44 MINUTES 30 SECONDS EAST, A DISTANCE OF 310.00 FEET;

THENCE NORTH 01 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 50.44 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 1499.06 FEET TO A POINT ON THE EAST SECTION LINE OF SAID SECTION 1;

THENCE ALONG SAID SECTION LINE, SOUTH 00 DEGREES 11 MINUTES 46 SECONDS EAST, A DISTANCE OF 1602.55 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 1;

THENCE DEPARTING SAID SECTION LINE AND ALONG THE MIDSECTION LINE OF SAID SECTION 1, SOUTH 89 DEGREES 13 MINUTES 27 SECONDS WEST, A DISTANCE OF 1760.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE SOUTHERN PACIFIC RAILROAD;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 38 DEGREES 53 MINUTES 46 SECONDS WEST A DISTANCE OF 3303.21 FEET TO THE POINT OF BEGINNING;

EXCEPT AS TO AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN THAT CERTAIN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 6:

THE WEST 1991.74 FEET OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 7:

THE EAST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY OIL AND MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

EXHIBIT A-1 continued

PARCEL NO. 9A:

THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9B:

THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9C:

THE SOUTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 9D:

THE EAST HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY; AND

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 EAST, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; AND

EXCEPT AN UNDIVIDED 1/2 INTEREST IN ANY AND ALL MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

PARCEL NO. 10:

THE NORTH HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT AN UNDIVIDED HALF INTEREST IN ANY AND ALL MINERALS AS RESERVED IN DEED RECORDED IN DOCKET 808, PAGE 382, RECORDS OF PINAL COUNTY, ARIZONA.

EXHIBIT A-2

Langley Arizona Farms 150, LLC

PARCEL NO 1:

All of the Northeast quarter of Section 6, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona,

EXCEPT that parcel of Land situate in a portion of the Northeast quarter of Section 6, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 6, monumented by a flush cotton picker spindle, from which the East quarter corner of said Section 6, monumented by a flush 3" aluminum cap, bears as a basis of bearings South 00 degrees 35 minutes 48 seconds East, a distance 2655.26 feet,

Thence South 00 degrees 35 minutes 48 seconds East, along the Easterly line of the Northeast quarter of said Section 6, distance of 33.00 feet,

Thence North 89 degrees 57 minutes 36 seconds West, a distance of 33.00 feet to the POINT OF BEGINNING, said point being on a line 33.00 feet Westerly and parallel with the Easterly line of the Northeast quarter of said Section 6,

Thence South 00 degrees 35 minutes 48 seconds East, along said parallel line, a distance of 1187.00 feet,

Thence North 89 degrees 57 minutes 36 seconds West, a distance of 1127.00 feet,

Thence North 00 degrees 35 minutes 48 seconds West, a distance of 190.00 feet,

Thence North 89 degrees 57 minutes 36 seconds West, a distance of 509.39 feet,

Thence North 00 degrees 35 minutes 48 seconds West, a distance of 997.00 feet to a point on a line 33.00 feet Southerly and parallel with the Northerly line of the Northeast quarter of said Section 6,

Thence South 89 degrees 57 minutes 36 seconds East, along said parallel line, a distance of 1636.39 feet to the POINT OF BEGINNING, and

EXCEPT an undivided half interest in any oil and minerals as reserved in Deed recorded in Docket 808, page 382, records of Pinal County, Arizona.

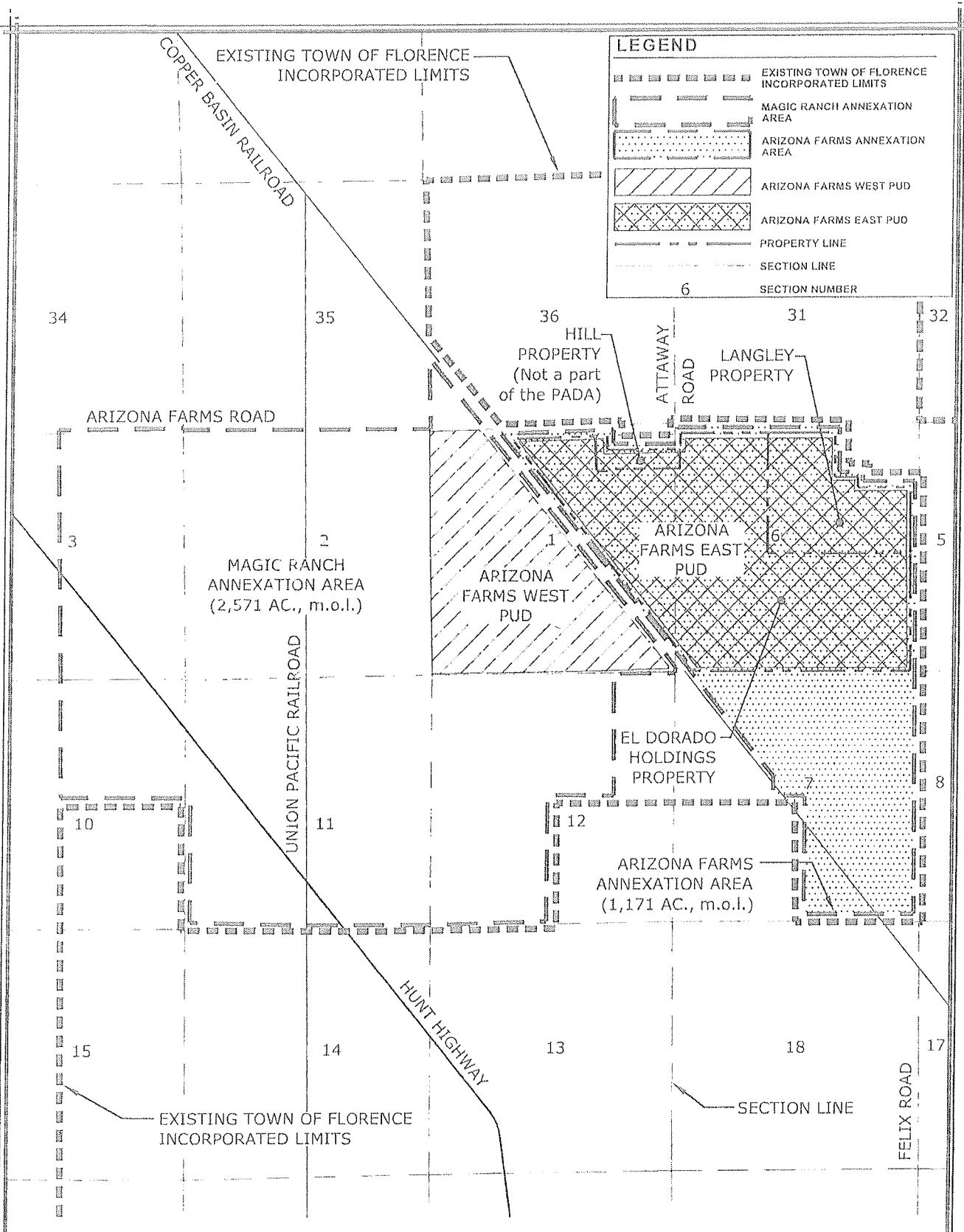
EXHIBIT A-2 continued

PARCEL NO. 2:

The Northwest quarter of Section 6, Township 4 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County Arizona,

EXCEPT the West 1991.74 feet thereof, and

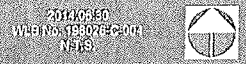
EXCEPT and undivided half interest in any oil and minerals as reserved in Deed recorded in Docket 808, page 382, records of Pinal County, Arizona.

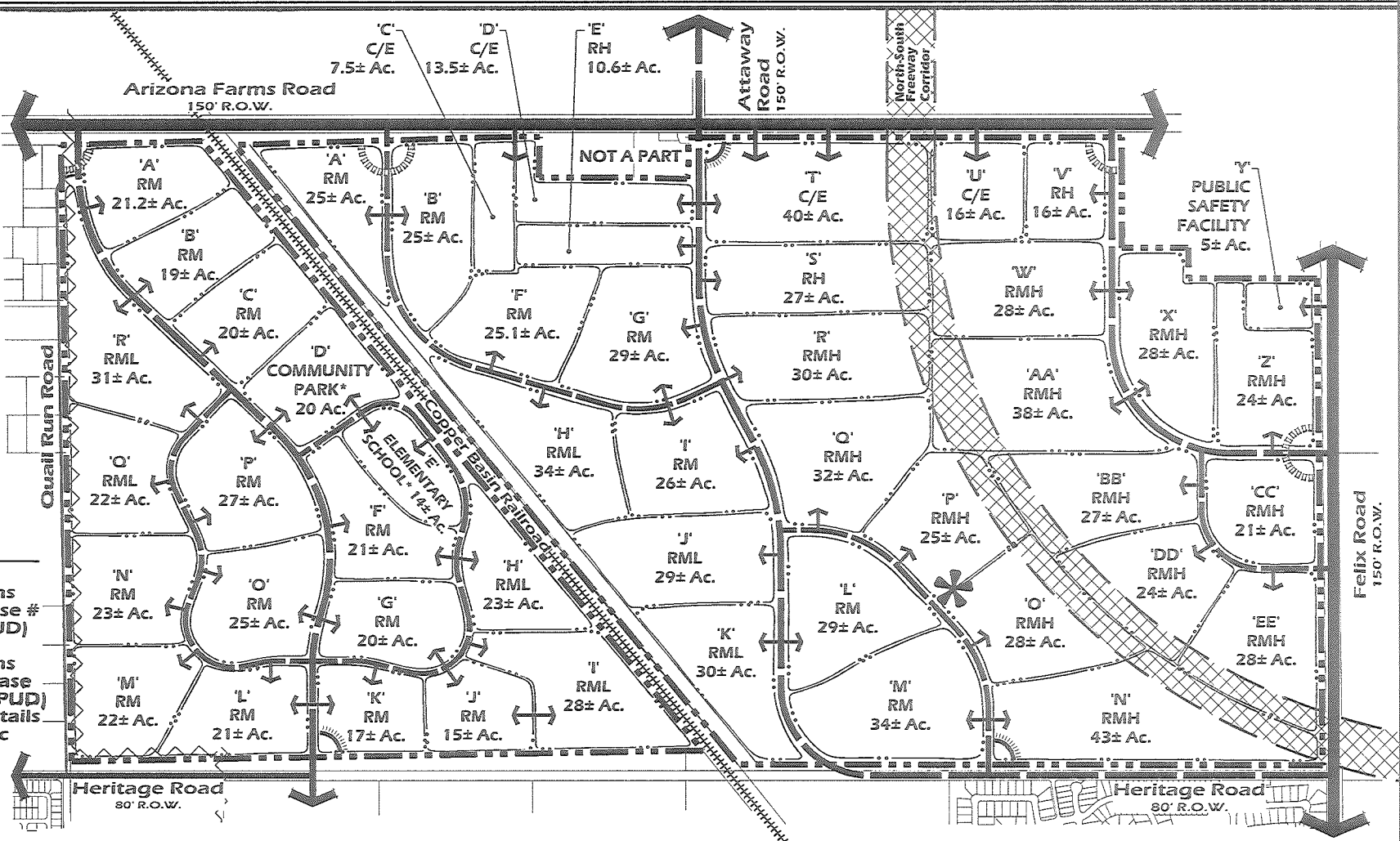


LEGEND	
	EXISTING TOWN OF FLORENCE INCORPORATED LIMITS
	MAGIC RANCH ANNEXATION AREA
	ARIZONA FARMS ANNEXATION AREA
	ARIZONA FARMS WEST PUD
	ARIZONA FARMS EAST PUD
	PROPERTY LINE
	SECTION LINE
6	SECTION NUMBER



ARIZONA FARMS WEST & EAST
EXHIBIT B: ANNEXATION AREAS





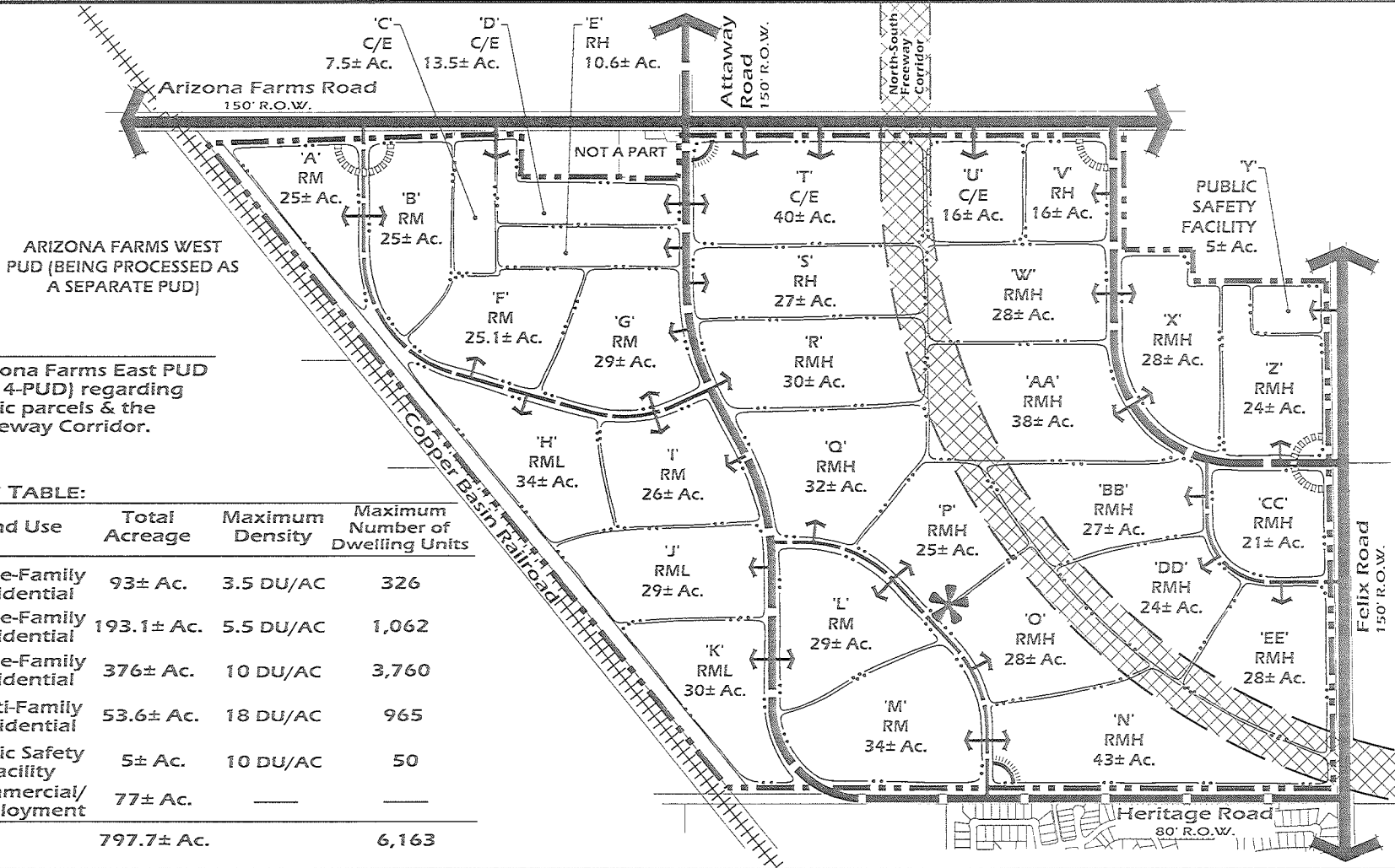
NOTE:
 Refer to the Arizona Farms East PUD (Case # PZC-25-14-PUD) and to the Arizona Farms West PUD (Case # PZC-24-14-PUD) regarding details about specific parcels & the North-South Freeway Corridor.



EXHIBIT C: ARIZONA FARMS EAST PUD & WEST PUD

2014.07.17
 WLB No. 198026-C-004





NOTE:

Refer to the Arizona Farms East PUD (Case # PZC-25-14-PUD) regarding details for specific parcels & the North-South Freeway Corridor.

PLAN SUMMARY TABLE:

PUD Zoning District	Land Use	Total Acreage	Maximum Density	Maximum Number of Dwelling Units
RML	Single-Family Residential	93± Ac.	3.5 DU/AC	326
RM	Single-Family Residential	193.1± Ac.	5.5 DU/AC	1,062
RMH	Single-Family Residential	376± Ac.	10 DU/AC	3,760
RH	Multi-Family Residential	53.6± Ac.	18 DU/AC	965
RMH	Public Safety Facility	5± Ac.	10 DU/AC	50
C/E	Commercial/Employment	77± Ac.	—	—
		797.7± Ac.		6,163



EXHIBIT D: ARIZONA FARMS EAST PUD

2014.07.17
WLB No. 198026-C-004



EXHIBIT E

Page 1 of 2

NON-UTILITY DEVELOPMENT IMPACT FEES

TRANSPORTATION

Land Use Category	Unit	Non-CFD Fee	In CFD Fee
Single Family	Housing Unit	\$ 2,086	\$ 641
Multi-Family	Housing Unit	\$ 1,313	\$ 403
Commercial	1,000 sq. ft.	\$ 3,141	\$ 964
Institutional	1,000 sq. ft.	\$ 1,733	\$ 532
Industrial	1,000 sq. ft.	\$ 1,015	\$ 312

CFD= Community Facilities District

FIRE / EMERGENCY MEDICAL SERVICES

Land Use Category	Unit	Non-CFD Fee	In CFD Fee
Single Family	Housing Unit	\$ 917	\$ 607
Multi-Family	Housing Unit	\$ 743	\$ 492
Commercial	1,000 sq. ft.	\$ 660	\$ 437
Institutional	1,000 sq. ft.	\$ 605	\$ 401
Industrial	1,000 sq. ft.	\$ 202	\$ 134

CFD= Community Facilities District

POLICE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$ 607
Multi-Family	Housing Unit	\$ 492
Commercial	1,000 sq. ft.	\$ 437
Institutional	1,000 sq. ft.	\$ 401
Industrial	1,000 sq. ft.	\$ 134

PARKS AND OPEN SPACE

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$ 1,417
Multi-Family	Housing Unit	\$ 1,148
Commercial	1,000 sq. ft.	\$ 170
Institutional	1,000 sq. ft.	\$ 198
Industrial	1,000 sq. ft.	\$ 128

LIBRARY

Land Use Category	Unit	Fee Per Unit
Single Family	Housing Unit	\$ 203
Multi-Family	Housing Unit	\$ 164
Commercial	1,000 sq. ft.	\$ 24
Institutional	1,000 sq. ft.	\$ 28
Industrial	1,000 sq. ft.	\$ 18

EXHIBIT E

Page 2 of 2

UTILITY DEVELOPMENT IMPACT FEES

WATER & WASTEWATER

Meter Size	Water Fee	Wastewater Fee
5/8" - 3/4" Disc-Residential	\$ 1,980	\$ 2,140
5/8" - 3/4" Disc-Other	\$ 1,980	\$ 2,782
1" Disc	\$ 4,950	\$ 7,062
1 1/2" Disc	\$ 9,900	\$ 14,338
2" Disc	\$ 15,840	\$ 22,898
3" Compound	\$ 31,680	\$ 45,582
3" Turbine	\$ 34,650	\$ 49,862
4" Compound	\$ 49,500	\$ 71,262
4" Turbine	\$ 59,400	\$ 85,600
6" Compound	\$ 99,000	\$ 142,738
6" Turbine	\$ 123,750	\$ 178,262
8" Turbine	\$ 178,200	\$ 256,800
10" Turbine	\$ 287,100	\$ 413,662
12" Turbine	\$ 425,700	\$ 613,538

Single family: Attached and detached one-family dwelling units, modular, and manufactured homes;


Multi-family: All attached dwelling units such as duplexes and condominiums, mobile homes, apartments, and dormitories;

Commercial: All commercial, office, retail, institutional, and hotel/motel development;

Institutional: A governmental, quasi-public or institutional use, or a non-profit recreational use, not located in a shopping center.

Industrial: All manufacturing and warehouse development.

Ordinance # 598-13, August 5, 2013

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10i.
MEETING DATE: August 4, 2014 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1470-14. Pre-Annexation and Development Agreement with CMG 900, LLC.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1470-14, entering into a Pre-Annexation and Development Agreement with CMG 900, LLC.

BACKGROUND/DISCUSSION:

The subject site represented by this PADA is within the pending Magic Ranch annexation area. This is one of the more unique properties within the annexation as it includes 399 finished lots within the Ironhorse portion of Magic Ranch, which is located east of Hunt Highway, south of Arizona Farms and west of the Union Pacific Railroad. Finished lots means that the owner could sell the lots to a builder and a builder or builders could then quickly proceed with vertical construction. Another unique aspect of this project is that the previous owners of this land pre-paid funds to Pinal County towards regional transportation improvements in return for there never being any future transportation-related Development Impact Fees charged on this property.

FINANCIAL IMPACT:

Overall positive, entering into this PADA facilitates the successful completion of the Magic Ranch annexation and promotes new development and population growth within the Town of Florence.

It is noted that the PADA commits to a reduced Development Impact Fee for the single-family residential lots planned within this project for the full 20 year term of the PADA. This reduction largely reflects that a Development Impact Fee would not be collected for the transportation/roads category.

This agreement also commits to a reduced Construction Sales Tax figure in order to expedite vertical development on the finished lots.

RECOMMENDATION:

Motion to adopt Resolution No. 1470-14 entering into a Pre-Annexation and Development Agreement with CMG 900, LLC.

ATTACHMENTS:

Resolution No. 1470-14
CMG 900 PADA

When recorded, return to:

Town Clerk
Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1470-14

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH CMG 900, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND AUTHORIZING EXECUTION OF SUCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (ANNEXATION NO. 2013-01 – “399 FINISHED LOTS WITHIN MAGIC RANCH” PROPERTY).

WHEREAS, the Town of Florence is authorized, pursuant to A.R.S. § 9-500.05, to enter into development agreements and generally is authorized to enter into contracts; and

WHEREAS, CMG 900, LLC., the “Owner” plans to develop 399 single-family residential lots located as legally described on Exhibit “A” and as shown on Exhibit “B” attached hereto (the “Property”), and desires to annex the Property into the town limits of Florence; and

WHEREAS, the proposed development of the Property and the Pre-Annexation and Development Agreement are consistent with the Town of Florence General Plan applicable to the Property as of the date of this resolution; and

WHEREAS, the Pre-Annexation and Development Agreement provides for various matters relating to the development of the Property, including the approval of a development plan, duration of the Pre-Annexation and Development Agreement, the conditions, terms and requirements applicable to public services and infrastructure and the financing of same, the permitted uses of the Property and the density and intensity of such uses, the phasing over time of construction and development on the Property and other matters related to the development of the Property.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. The Pre-Annexation and Development Agreement between the Town of Florence, Arizona, and the Owner, which sets forth a development plan and the terms and conditions for the annexation and development of 399 single-family residential lots is hereby approved, adopted, and made a part hereof as if fully set out in this resolution.

If the Town does not annex the Property in a timely manner following adoption of the Pre-Annexation and Development Agreement, or if the Town rescinds the resolution annexing the Property, the Town promptly and within thirty days of the adoption of this Resolution shall rescind this resolution.

2. The Mayor of the Town of Florence is authorized to and shall execute the Pre-Annexation and Development Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona this 4th day of August, 2014.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James E. Mannato, Town Attorney

EXHIBIT A

Lots 1 through 215, inclusive, and Lots 347 through 530, inclusive, according to the Final Plat for Parcel G and Portions of Parcels K and F at Magic Ranch recorded in Cabinet F, Slide 073 thereof, and recorded at Instrument No. 2005-117719, Official Records of Pinal County, Arizona and Affidavit of Correction recorded as 2005-143719, Official Records of Pinal County, Arizona.

Exhibit B – Map of Property



Town of Florence



Town Limits



Parcel Lines



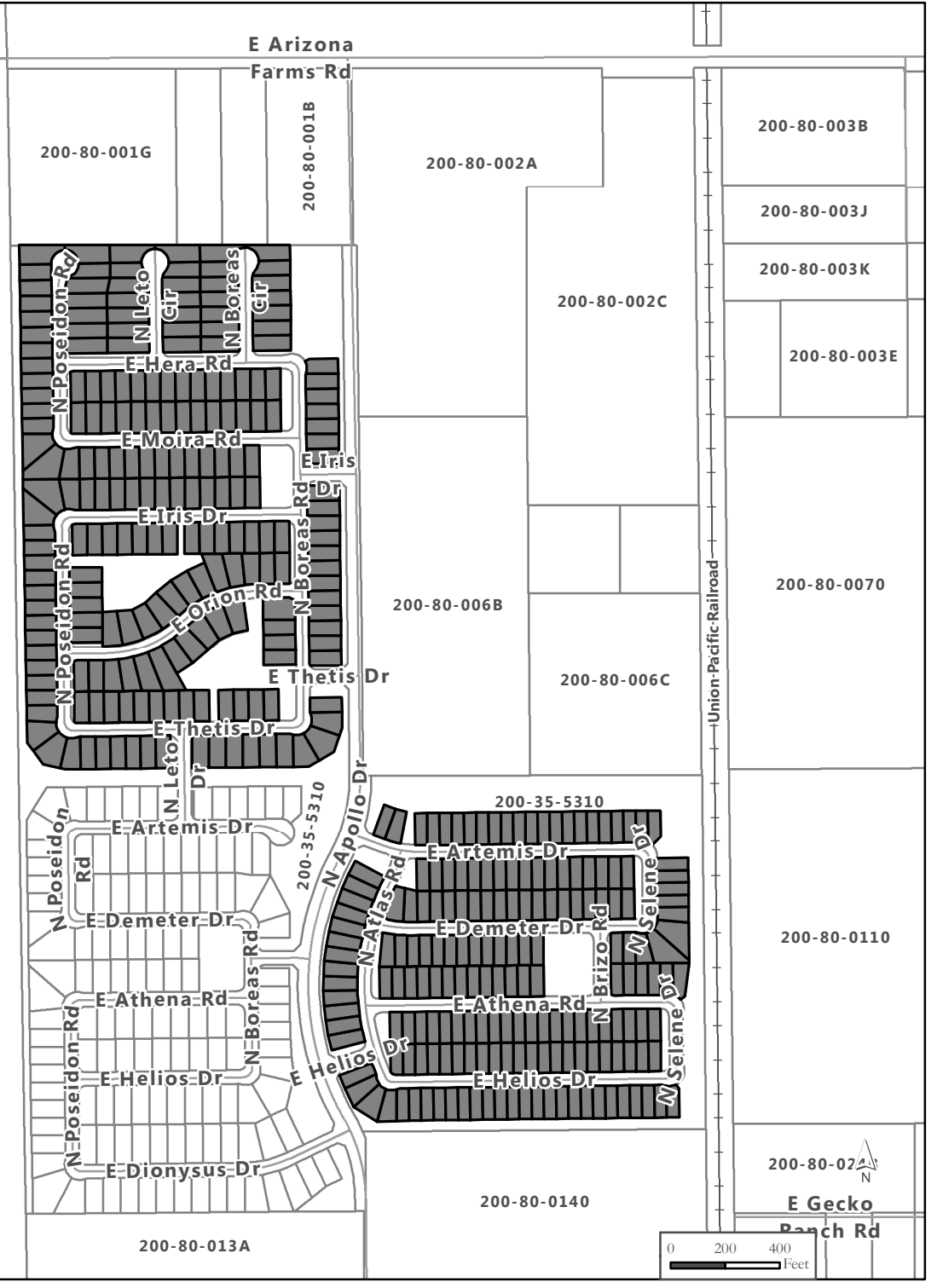
G, K, & F Parcels

200-47-7000

HUNTER HWY

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

7/24/2014 2014-8



200-80-021A
E Gecko Ranch Rd

WHEN RECORDED, RETURN TO:

Town of Florence
Attn: Town Clerk
PO Box 2670
775 North Main Street
Florence, AZ 85132

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR
399 FINISHED LOTS WITHIN MAGIC RANCH: ANNEXATION 2013-01**

TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation

AND

CMG 900, LLC, a Delaware limited liability company

DATE: August, _____, 2014

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR
399 FINISHED LOTS WITHIN MAGIC RANCH**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into this ___ day of August, 2014 (the “**Effective Date**”), by and between the TOWN OF FLORENCE, an Arizona municipal corporation (the “**Town**”), and CMG 900, LLC, a Delaware limited liability company and its successors in interest and assigns (the “**Owner**”).

RECITALS

A. The Owner is the owner of certain property located in Pinal County, Arizona (the “**Pinal County**”) consisting of 399 lots all as legally described in Exhibit “A” and visually depicted in Exhibit “B”, each of which is attached hereto and incorporated herein by reference (the “**Property**”).

B. The Town desires that the Property be annexed into the corporate limits of the Town and that it be developed as an integral part of the Town. The Town believes that annexation of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled and quality growth in the Town.

C. Owner believes that annexation of the Property into the corporate limits of the Town will reduce the fair market value of the Property. Accordingly, Owner believes that it will be harmed by annexation of the Property into the corporate limits of the Town, and without this agreement Owner would choose not to annex, and for the Property to remain outside the corporate limits of the Town and to be developed in the unincorporated area of Pinal County.

D. The Town has determined that Owner is unique compared to other owners of real property included within the proposed annexation, as Owner had negotiated and executed a development agreement with Pinal County under terms providing significant benefit to Owner related to the development of the Property, which terms were not available to such other owners of real property. The Town therefore acknowledges that the annexation of the Property will further decrease the value of Owner’s property.

E. Arizona law provides Owner with various remedies to challenge the Town’s annexation of the Property into the corporate limits of the Town, and to seek to recover from the Town the reduction in the fair market value of the Property and other damages resulting from annexation of the Property. Owner and Town recognize and agree that a referendum or other legal challenge to the annexation would cause delay and uncertainty associated with the possibility that the Town would be unable to annex the Property. Further, Town and Owner agree and acknowledge that the value to the Town attributable to avoiding such delay and uncertainty, together with the value to the Town attributable to avoiding the risk of liability for the compensation sought by Owner for its damages resulting from the annexation, exceed the benefits received by Owner under this Agreement.

F. Owner and the Town are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“**A.R.S.**”) § 9-500.05 in order to facilitate the annexation, proper municipal zoning designation and allow for the construction of homes by providing for, among other things: (i) conditions, terms, restrictions and requirements for the annexation of the Property by the Town; (ii) the permitted uses for the Property, which shall be substantially the same as those granted by Pinal County under the Magic Ranch Planned Area Development last revised on September 22, 1998 (the “**Magic Ranch PAD**”), and the recorded Final Plat for Parcel G and Portions of Parcels K and F at Magic Ranch as filed with the Pinal County Recorder’s Office as Fee No. 2005-117719 (the “**Final Plat**”) as filed with the Pinal County Recorder’s Office as Fee No. 2005-117719; (iii) the density and intensity of such uses, which shall be substantially the same as those granted by Pinal County under the Magic Ranch PAD and the Final Plat; (iv) full acceptance of the recorded Final Plat; (v) zoning that is consistent with the Narrative for the Magic Ranch PAD, which is contained with Pinal County records and on file with the Town of Florence as part of this annexation; (vi) building codes, design guidelines or development standards that are consistent with those imposed by Pinal County, as evidenced by the Town’s acceptance of the Final Plat and approved construction or building plans; and (vii) other matters related directly or indirectly to the development of the Property.

G. A blank annexation petition has been filed with Pinal County and meetings and hearings have been held in connection with the annexation of the Property into the Town. The Town agrees that the Planned Unit Development zoning (“**PUD**”) designation allowing underlying land usage consistent with Town of Florence R1-6 and R-2 Zoning Districts as modified per the Final Plat and the Magic Ranch PAD is an appropriate designation for this Property and that the PUD zoning is designed to establish proper, beneficial and substantially the same land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation and other matters related to the development of the Property in accordance with the PAD zoning designation as was granted by Pinal County under the Magic Ranch PAD and the Final Plat.

H. Owner requires assurances from the Town that (i) Owner and its successors shall have the right to construct residential dwelling units and related on-site improvements on the Property (referred to herein as “**Development of the Property**” or variations thereof such as “**Develop the Property**”) pursuant to, amongst other things, a Town PUD that is substantially the same as the currently approved Pinal County PAD, and (ii) the Final Plat in its current form is acceptable without modification or further assurances from Owner.

I. Without limiting the foregoing, the Town acknowledges that Development of the Property will result in significant economic benefits to the Town by: (i) encouraging investment; (ii) maintaining consistency with the Town’s General Plan and the approved PUD plan; (iii) increasing tax and other revenues to the Town based on an increase in housing stock and a subsequent increase in population; and/or (iv) creating quality housing opportunities for citizens of the Town.

J. Pursuant to that Ironwood/Vineyard/Gantzel Road Development Agreement (“**Road Agreement**”) for Magic Ranch between Pinal County and Owner, as successor in interest to Standard Pacific of Arizona, Inc., which was approved by the Pinal County Board of Supervisors on June 22, 2005, and recorded in the Official Records of the Pinal County Recorder at Fee No. 2005-078605, the Property is exempt from all transportation impact fees, assessments, or other fees for transportation infrastructure.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement as though fully restated.

2. Annexation. Subsequently or concurrently with its approval of this Agreement, the Town, having held public meetings thereon, will duly consider final approval of the annexation of the Property into the Town. Prior to or concurrently with the execution of this Agreement by the Town and Owner, Owner will deliver to the Town an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the “**Annexation Petition**”). Upon receipt of the Annexation Petition, the Town shall comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt a final ordinance annexing the Property into the corporate limits of the Town (the “**Annexation Ordinance**”). The Town and Owner hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the Town’s annexation of the Property does not become effective and final pursuant to A.R.S. § 9-471(D) within twenty (20) years following the Effective Date. Owner hereby waives its right to pursue a referendum petition under A.R.S. § 19-142 to challenge the Annexation Ordinance or any other Town ordinance or resolution related to annexation of the Property into the corporate limits of the Town, and its right to challenge the proposed annexation under A.R.S. § 9-471(C). The parties agree that the Town will receive considerable benefits from the annexation of the Property in exchange for the benefits granted to Owner herein.

3. General Plan and Zoning. Prior to the annexation and as part of the same Town Council hearing, the Town shall follow the legally prescribed procedures under State statutes and Town ordinances to give the Property zoning that is functionally identical to the currently existing Pinal County zoning, while complying with the requirements of A.R.S. § 9-471(L). The Property shall be zoned under a Planned Unit Development (“**PUD**”) designation allowing underlying land usage consistent with Town of Florence R1-6 and R-2 Zoning Districts as modified per the Final Plat and the Magic Ranch PAD and consistent with the Final Plat (the “**Comparable Zoning**”). The Town’s General Plan currently identifies the proposed land use for the Property as Medium Density Residential 1 (MDR 1), which is consistent with such Comparable Zoning. Owner hereby consents to the imposition of Comparable Zoning. Subject to the imposition of Comparable Zoning and any necessary

General Plan amendment and the other terms and conditions of this Agreement, by signing this Agreement Owner hereby waives any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property the owner of the Property may have now or in the future under the provisions of the Private Property Rights Protection Act, A.R.S. § 12-1131 et seq., resulting from this Agreement and the imposition of the Comparable Zoning. Owner and the Town understand and agree that the waivers contained in this Section 3 are binding upon Owner's successors in interest and assigns pursuant to the provisions of A.R.S. § 9-500.05 (D). The Town agrees to cooperate reasonably in processing, in a timely manner, any approvals of issuance of permits, plans, plats, or otherwise as may be necessary in order to allow for the Development of the Property in general conformance with the Comparable Zoning.

4. Development Impact Fees.

- (a) For a period of twenty (20) years following the Effective Date of the Annexation (the "**Reduced Fee Period**"), Town and Owner hereby agree that the Property will not be subject to any development fees, impact fees or any similar fees ("**Impact Fees**") other than the following: Fire Service Impact Fee of \$717 per dwelling unit, Police Service Impact Fee of \$407 per dwelling unit, and Library Service Impact Fee of \$103 per dwelling unit (collectively, the Fire Service Impact Fee, the Police Service Impact Fee and the Library Service Impact Fee shall be referred to herein as the "**Magic Ranch Impact Fees**"). Town agrees to take all necessary steps to ensure that the Magic Ranch Impact Fees are the only Impact Fees payable by Owner for the Development of the Property.
- (b) Town and Owner hereby acknowledge that Town is the successor in interest to Pinal County as to the Road Agreement and is bound by the terms of the Road Agreement with regards to the advanced payment in full for all transportation impact fees assessments and any other fees for transportation infrastructure (the "**Transportation Impact Fees**"), and the Property's permanent exemption from any future Transportation Impact Fees. Town and Owner further agree that Town shall never impose or assess any Transportation Impact Fees on the Property either during the Reduced Fee Period or after the Reduced Fee Period ends, regardless of the date of development and construction of the Property. In the event this exemption is determined to constitute a waiver of Impact Fees by the Town, Town agrees to reimburse the appropriate development fee accounts for the amount that was waived. Owner and Town expressly agree and acknowledge that this Section 4(b) shall survive any later amendment, revision, expiration or termination of this Agreement.
- (c) Any Magic Ranch Impact Fees which are due for residential dwelling units shall be payable when construction permits for the dwelling units are issued.
- (d) The Magic Ranch Impact Fees shall not be increased during the Reduced Fee Period.

5. Flood Control. Flood control measures for the Property shall comply with the requirements of the United States Army Corp of Engineers and all applicable state and local laws, regulations and ordinances; and, to the extent they are not superseded by the requirements of the United States Army Corp of Engineers or state and local laws, regulations and ordinances, the requirements of the Pinal County Flood Control District. Notwithstanding anything contained herein to the contrary, the Town acknowledges that the Magma Flood Control District is currently undertaking improvements to the Magma Dam, but such improvements may not be complete when the Owner commences Development of the Property. The Town will not withhold building permits or certificates of occupancy on account of the on-going improvements to the Magma Dam or otherwise condition Development of the Property on completion of the Magma Dam improvements.

6. Cash Payments.

- (a) In General; Calculation. In exchange for all benefits to the Town under this Agreement, including but not limited to Owner's waiver of its rights under this Agreement, the Town agrees to make certain cash payments to Owner. For the Town's benefit, such payments are designed to be paid over time and to correlate to Town revenues generated from activities relating to the Property. Accordingly, for each calendar quarter during which the Town receives revenues related to the sale of any portion of the Property pursuant to § 8A-416 of the Town's Code of Ordinances ("Property Revenues"), the Town agrees to make one or more payments to Owner and/or its assignees, consistent with Section 6(c), the total of which shall be equal to the Property Revenues for such quarter.
- (b) Timing of Payments; Written Request. Each payment required under this Section 6 shall be payable by the Town within thirty (30) days of a written request for payment from Owner or one of its assignees. Such written request shall be accompanied by a certification stating that (i) Property Revenues have been paid, (ii) the name(s) of the party or parties that paid the Property Revenues, and (iii) the amount of Property Revenues paid by each named party. If the Town fails to make any payment, or any portion thereof, and such failure continues for more than thirty (30) days after the date of a written request for such payment, the amount due and unpaid shall accrue interest at the same rate as that which is set forth in § 8A-540(a) of the Town's Code of Ordinances.
- (c) Assignability; Notice. Owner and the Town agree that Owner may assign, in whole or in part, its right to receive payments under this Section 6 to one or more assignees, and that Owner will maintain the right to receive payments under this Section 6 to the extent not assigned. Owner and the Town further agree that, regardless of the identity of the party or parties who reported and paid the Property Revenues, Owner is the only party entitled to a payment under this Section 6 unless and only to the extent that Owner (i) has assigned, in whole or in part, its right to payments, and (ii) has provided written notice to the Town that includes the identity of the assignee and the extent of such assignment.

7. Vested Rights. The Town agrees that, when adopted, the entitlements shall be vested permanently and that the Owner shall have an immediate right to develop the Property in accordance with this Agreement, the PUD, the land uses established within the PUD and the Town's General Plan.

8. Infrastructure.

(a) The Town hereby acknowledges that the Final Plat has been recorded for the Property and all on and offsite infrastructure serving the Property ("**Infrastructure Improvements**") have been completed and accepted by the County. In no event shall the Town require as a condition to issuance of building permits or certificates of occupancy for Development of the Property (a) any amendment or modification to the Final Plat or the improvement plans approved by Pinal County as part of approval of the Final Plat; (b) any modifications or additions to the Infrastructure Improvements or (c) the construction or installation of additional infrastructure or other improvements serving the Property. Prior to Town Council voting on the Annexation Petition, the Town shall obtain all approved plans relating to the Property from Pinal County, address any public safety concerns related to the Property or the Infrastructure Improvements and approve the Final Plat and Infrastructure Improvements. Any concerns shall be resolved by the Town and Pinal County, and Owner makes no representations or warranties regarding the Infrastructure Improvements.

(b) Town acknowledges that Owner has no ownership interest in any private rights-of-way or landscaped areas within public rights-of-way and easements within the Magic Ranch development and that prior to Town Council voting on the Annexation Petition shall investigate any and all matters Town deems important relating to such areas. It is the Town's responsibility to verify whether or not such easements and rights-of-way have been dedicated to Pinal County or a home owners association.

9. Plans Submittal. Owner shall submit all plans for vertical improvements to be constructed on the Property to Town staff. Owner acknowledges that Development of the Property cannot occur until the Town has determined that the plans comply with the PUD and, except as otherwise provided herein, Town standards. Town shall review said plans and provide Owner with its comments on any such submittals in a timely manner. If requested and paid for by the Owner, the Town shall retain the services of a private company or individual ("**Outside Review Agency**") to provide expedited plan and construction review processes. The Town and Owner shall mutually agree on the Outside Review Agency selected from the Town's list and the fee for such expedited review if the Owner chooses to use the services of an Outside Review Agency.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understanding of the parties, oral or written, are hereby superseded and merged herein.

11. Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Owner and the Town. Within ten (10) days after any amendment to this Agreement has been executed, such amendment shall be recorded in the official records of Pinal County.

12. Default; Remedies. Failure by (i) the Town to adopt Comparable Zoning and any necessary General Plan Amendment in accordance with this Agreement or (ii) either party to timely perform any other term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other party shall constitute a default under this Agreement; provided, that if any default under item (ii) above is of a nature which is not capable of being cured within ten (10) days, a party shall not be in default so long as it commences a cure within such period, and diligently pursues the same to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by either party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

- (a) Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the “**Town Representative**”) shall be the Town Manager and the representative for the Owner shall be its project manager or other designee, as identified by the Owner from time to time (the “**Owner Representative**”). The representatives shall be available at all reasonable times to discuss and review the performance of the parties and the development of the Property.
- (b) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator.

13. Arbitration. If the mediation procedure set forth in Section 12(b) above does not resolve a dispute, either party may submit, by demand letter, correspondence or notice, to the other party, compelling arbitration pursuant to this Section 13. In such event, the dispute shall be subject to and decided by arbitration in accordance with the Rules for Non-Administered Arbitration of Business Disputes (the “**Rules**”) of the Center for Public Resources (the “**CPR**”) currently in effect, except as provided herein and except where modified by the provisions hereof.

- (a) Any arbitration arising out of this Agreement may include, by consolidation or joinder, or in any other manner, at the discretion of either the Owner or the Town, any other entities or persons whom the Owner of the Town, as the case may be, believes to be substantially involved in a common question of law or fact and who consent to jurisdiction of the arbitrator.

- (b) The parties agree that the remedies available for the award by the arbitrator(s) under this Section 13 in a dispute arising out of or relating to this Agreement or breach thereof shall be limited to specific performance and declaratory relief and the arbitrator may not issue an award of monetary damages, whether characterized as actual, consequential or otherwise, except as provided in Sub-paragraphs 13(e) and 13(h), and provided, however, that the arbitrator(s) may award the payment of an amount owed or may enjoin the withholding of amounts due under this Agreement.
- (c) Demand for arbitration shall be filed with the other party in accordance with the Rules and the notice provisions of the Agreement. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question could be barred by the applicable statute of limitations.
- (d) In the event the amount in controversy is less than \$100,000, a sole arbitrator shall be appointed in accordance with the Rules. In the event the amount in controversy is \$100,000 or more or equitable relief is sought, the demanding party shall appoint one party-appointed arbitrator in its notice demand for arbitration. The responding party may within ten (10) days, appoint a second party-appointed arbitrator by written notice to the demanding party. The party-appointed arbitrators shall appoint a third arbitrator in accordance with the Rules. If the party-appointed arbitrators fail to appoint a third arbitrator, the third arbitrator shall be appointed in accordance with the Rules. If the responding party fails to appoint a second arbitrator within ten (10) day period, selection of the second arbitrator shall be in accordance with the Rules.
- (e) The decision of the arbitrator(s) shall be in accordance with the laws of the State of Arizona and the United States. The arbitrator(s) shall prepare written findings of fact and conclusions of law upon which the decision and award shall be based. The arbitrator(s) may award compensatory damages pursuant to Sub-paragraphs 13(b), 13(g) and 13(h) and reasonable attorneys' fees and reasonable costs to the prevailing party.
- (f) The arbitration shall occur within the municipal limits of the Town unless the parties agree otherwise in writing.
- (g) This agreement to arbitrate shall be specifically enforceable by either party under the prevailing laws of the State of Arizona and the United States. Any award rendered by the arbitrator(s) shall be final and enforceable by any party to the arbitration, and judgment shall be made upon it in accordance with the applicable laws of any court having jurisdiction thereof. The arbitrator(s) decision shall be final and conclusive as to the facts. Either party may appeal manifest errors of law to a court of competent jurisdiction within fifteen (15) days of the award.

Notwithstanding anything in this Agreement to the contrary, if either party fails to take action consistent with the arbitrator(s) award within fifteen (15) days after demand, then the other party may either utilize the arbitration process set forth in this Section 13 (but without limitation on remedy) or pursue in court any remedy available to it at law or in equity, including, without limitation, monetary damages, resulting from the failure to take action consistent with the arbitrator(s) award and/or the underlying dispute that was the subject of the arbitration.

- (h) Notwithstanding anything in this Agreement to the contrary, if either party believes the other party is exercising the rights under this Agreement in bad faith, the aggrieved party must notify the other party of the facts forming the basis of the aggrieved party's assertion of bad faith. If the other party fails to cure the facts forming the basis of the aggrieved party's assertion of bad faith within fifteen (15) days after notice thereof, then such dispute shall be submitted to arbitration. If the arbitrator finds that a party has acted in bad faith, then the aggrieved party may request, and the arbitrator may award, any remedy available to the aggrieved party, at law or in equity, including without limitation, monetary damages.
- (i) Unless otherwise agreed in writing, and notwithstanding any other rights or obligations of either party under the Agreement, the Owner and the Town shall carry on with the performance of their respective duties, obligations and services hereunder during the pendency of any claim, dispute, or other matter in question giving rise to arbitration or mediation, as the case may be.
- (j) The dispute resolution process set forth in this Section 13 shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property or to claims for injunctive relief or mandamus by either party.
- (k) Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 12 and 13 shall not be construed or applied so as to prevent the Owner on the Town from seeking injunctive relief on an emergency basis to prevent immediate or irreparable harm.

14. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Owner of the breach of any covenant 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.

15. Future Effect. Time is of the essence of this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof including, without limitation, to third party builders; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, expressly assigning such rights and obligations. In the event of a complete assignment by Owner of all rights and obligations of Owner hereunder, the assigning Owner's

liability hereunder shall terminate effective upon the assumption by Owner's assignee. Nothing in this Agreement shall operate to restrict the Owner's ability to assign any of its rights and obligations under this Agreement to those entities that acquire all or any portion of the Property.

16. Names and Plans. The Owner shall be the sole owner of all names, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner in connection with the Property; provided, however, that in connection with any conveyance of portions of the Property to the Town such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable to the Town.

17. No Owner Representations. Nothing contained herein or in the PUD shall be deemed to obligate the Town or the Owner to complete any part or all of the build-out of the Property.

18. Good Standing; Authority. Each of the parties and their assigns represents and warrants to the other that: (i) it is duly formed and validly existing limited liability company under the laws of Delaware, with respect to the Owner, or a municipal corporation within the State of Arizona, with respect to the Town; (ii) that it is a limited liability company or municipal corporation, as applicable, duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) that the individual(s) executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

19. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit the Town to take such action at its discretion, if such a construction is permitted by law.

20. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

21. Choice of Forum. Subject to Section 13 and notwithstanding A.R.S. § 12-408, any suit or action brought under this Agreement shall be commenced in Superior Court of the State of Arizona in and for Pinal County and may be removed therefrom only upon the mutual agreement of the Town and the Owner.

22. Recordation. This Agreement shall be recorded in its entirety in the official records of Pinal County, not later than ten (10) days after this Agreement is executed by the Town and the Owner.

23. Notice. Any notice assignment, payment or other communication provided for or required by this Agreement shall be in writing and shall be deemed to have been given when

delivered by hand, reputable overnight delivery service, or when deposited in the United States Postal Service, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at its respective addresses as follows:

The Town: Town Manager
Town of Florence
775 N. Main Street
PO Box 2670
Florence, Arizona 85132

With Copy To: Town Attorney
Town of Florence
775 N. Main Street
PO Box 2670
Florence, Arizona 85132

The Owner: Michael Kern
CMG 900, LLC
7001 N. Scottsdale Road, Suite 1015
Scottsdale, Arizona 85253

With Copy to: Jody Pokorski
Snell & Wilmer
One Arizona Center
Phoenix, Arizona 85004

The parties entitled to notice, including any assignees of this Agreement, may be changed by sending notice to the other parties of the name and address of the individual thereafter entitled to notice under this Agreement.

24. Effective Date and Term. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assigns, immediately upon the approval by the Town Council of this document. The term of this Agreement (the “**Term**”) shall terminate upon the earlier of: (i) completion of the construction of residential dwelling units on all lots comprising the Property; (ii) mutual written termination by the parties; or (iii) twenty (20) years from the effective date of the annexation; provided, however, that the provisions of Section 4 dealing with Transportation Impact Fees shall survive such termination, and continue in effect until the completion of residential dwelling units on all lots comprising the Property; provided further, however, that the provisions of Section 6 dealing with certain payments to be made by the Town shall survive such termination, and shall continue in effect until all possible payments contemplated under Section 6, including any applicable interest, have been made by the Town.

25. Attorneys’ Fees. If any legal proceeding is initiated by any party hereto (or their successor(s)) with respect to this Agreement, the prevailing party shall be entitled to recover, in

addition to any other relief to which it is entitled, its cost of suit incurred in connection with such legal proceeding, and its reasonable attorneys' fees

26. Lot Sale. Except as otherwise provided herein, the Town and Owner hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with an individual lot within the Property once it has been developed and sold to retail buyers. Therefore, pursuant to Section 24 above and in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot on which a residential dwelling unit has been constructed and which has been sold to the end purchasers or users thereof (a "**Public Lot**") and thereupon such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot

27. No Partnership; Third Parties. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Owner and the Town or between any parties comprising Owner.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

TOWN OF FLORENCE, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

James Mannato, Town Attorney

CMG 900, LLC, a Delaware limited liability company

By: Communities Southwest Management, Inc., an Arizona corporation
Its: Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Pre-Annexation and Development Agreement was acknowledged before me this _____ day of _____, 2014, by _____ and _____, the _____ and _____ of Communities Southwest Management, Inc., an Arizona limited liability company, the Manger of CMG 900, LLC, a Delaware limited liability company, for and on behalf of the company for the purposes therein stated.

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

Notary Public

My Commission Expires:

EXHIBITS

Exhibit A - Legal Description

Exhibit B – Map of Property

EXHIBIT A

Lots 1 through 215, inclusive, and Lots 347 through 530, inclusive, according to the Final Plat for Parcel G and Portions of Parcels K and F at Magic Ranch recorded in Cabinet F, Slide 073 thereof, and recorded at Instrument No. 2005-117719, Official Records of Pinal County, Arizona and Affidavit of Correction recorded as 2005-143719, Official Records of Pinal County, Arizona

EXHIBIT B

(Insert Map of Property)

Exhibit B – Map of Property



Town of Florence



Town Limits



Parcel Lines



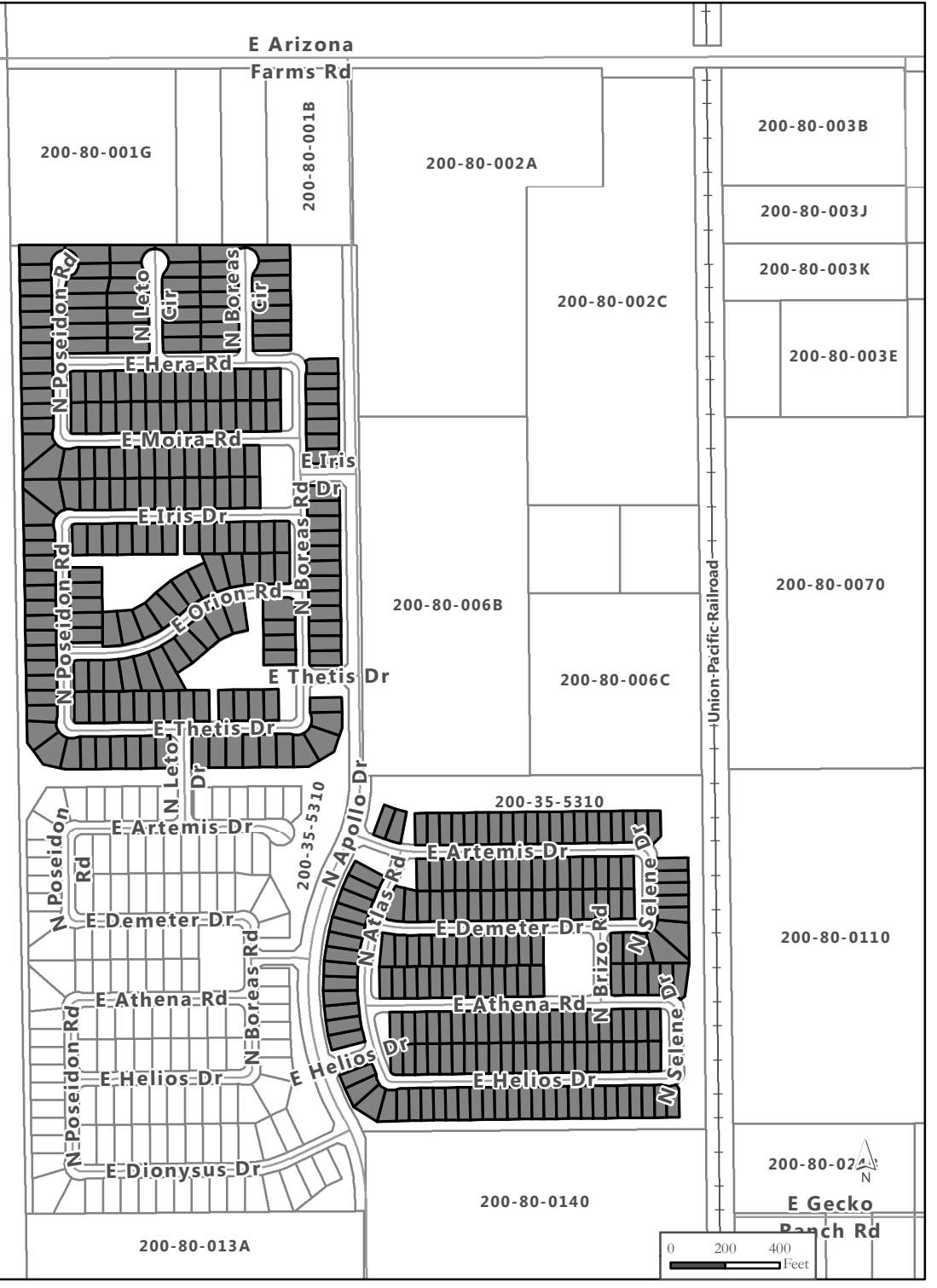
G, K, & F Parcels

200-47-7000

HUNTER HWY

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages which may be caused by its use. It is the user's responsibility to verify all information contained herein.

7/24/2014 2014-8



200-80-021A
E Gecko Ranch Rd



TOWN OF FLORENCE

Community Development Department

MEMO

To: Charles Montoya, Town Manager
Lisa Garcia, Deputy Town Manager

From: Mark Eckhoff, AICP, Community Development Director

Date: August 4, 2014 Town Council Meeting

Re: Activity Report

The August 4th Council agenda reflects that this Department has been largely focused on annexation related items over the past month. Staff has been working with property owners, developers, builders, investors, etc. on a variety of General Plan Amendments, Zone Changes, Pre-Annexation and Development Agreements, Assurance Transfers, and the collection of petitions, as well as helping to respond to zoning, planning, permitting and code questions pertinent to the annexations.

Other ongoing projects and updates:

- Looking to move forward with final review and adoption process for proposed Adaptive Reuse Program in the fall. Sign code revisions will be drafted concurrently, but will take additional effort as staff expects this to be a significant code re-writing.
- The Florence Gardens Beauty Shop project is ongoing, but slowed while the owner/developer is out of state. WLB has been retained for survey work that will allow the Town to acquire right-of-way on Gila Blvd. from the property owner.
- The Main Street Vault restaurant is proposing to locate within the former National Bank of Arizona building on Main Street adjacent to the True Value Hardware Store.
- Staff is pursuing easements to construct an interim road across the Territory Square site that would connect the north end of Main Street to Highway 79.
- The Territory Square Phase One dirt work and site grading project is nearly complete. This effort is tied to the ongoing CLOMR/LOMR efforts on Territory Square.
- Community Development staff are actively engaged in all aspects of the library/aquatic center development project.

- The attached permit spreadsheet shows that the Town issued 8 single-family home permits for June of 2014. July numbers are yet to be finalized, but staff can report that as of this writing, there we 20 homes permitted in July.
- Staff continues to work on Town of Florence Development Code text amendments.
- Code compliance efforts are ongoing, but limited by staff shortages. Fortunately, the Police Department continues to assist with trash and bulk pick up compliance issues.
- The Haydon Building Corp. restarted construction on the Padilla Park at Silver King Plaza project.
- No significant updates on the N-S and Passenger Rail corridor studies, but the recent modification of the Town's General Plan Future Land Use Map helps to steer both of these efforts.
- Staff continues to work with Mr. Johnson and his team on his updated planning documents for the Johnson Ranch Estates project.
- Staff is working with MAG on a Southeast Valley Transit study and other transportation projects.
- Pinal Federal Credit Union commenced construction on the former Big-O Tires and Grease Monkey buildings. Staff is working on the sketch plans to remodel the former bank facility for the use of the Community Development and IT Departments.
- The new restaurant at Anthem at Merrill Ranch is under construction. The planned church in that community is presenting design concepts to Pulte and the Town.
- We are recruiting a Building Inspector vacant after a recent hire left for another community. Our Inspector Jason Penrod is managing plan reviews and inspections with contract assistance until we can fill this position. We are also recruiting for an Administrative Assistant position.
- As the current President of the Arizona Chapter of the American Planning Association, the Director is helping with the planning efforts for the 2014 annual conference to be held in Yuma. In addition, the Director, Swaback Partners and planners from the Town of Gilbert have been selected to present a conference session on planning, visioning and project implementation.

TOWN OF FLORENCE Building Permits for 2005 Thru 2014

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	M/F 2005 thru 2014	M/F 2014	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014
Jan.	1	6	29	51	1	20	4	7	20	16	0	0	1	3	4	3	1	2	1	1	0	1	0	0	1	5	0	0	1	0	0	0	30	13	28	23	42	33	32	32	35	61
Feb.	3	53	27	46	0	23	5	7	10	8	0	0	0	4	5	3	2	3	0	2	0	0	0	1	2	2	3	3	0	2	0	2	21	3	27	28	22	33	22	30	27	50
Mar.	13	51	58	48	3	29	5	8	20	14	0	0	3	6	6	4	2	1	2	0	2	1	0	4	3	3	5	1	2	1	1	4	16	20	32	29	44	12	34	30	48	35
April	2	38	36	50	23	17	26	4	27	11	0	0	2	9	5	1	0	1	4	0	0	2	0	1	2	7	1	4	3	2	3	12	10	16	30	48	29	32	20	38	45	
May	1	50	53	53	33	24	16	20	14	15	0	0	3	13	1	0	1	1	1	1	1	0	0	3	3	9	1	0	2	1	1	3	12	10	26	14	14	28	31	33	41	24
June	5	90	52	52	28	23	11	22	15	8	0	0	4	4	2	0	2	2	1	0	0	0	0	2	2	1	2	1	4	0	6	2	19	12	21	33	27	33	23	35	19	26
July	3	32	54	57	35	15	5	12	11		0		2	5	1	0	0	1	0	0	0		0	2	3	2	1	0	6	6	1		9	16	22	36	26	14	17	24	24	
Aug.	0	19	32	38	16	6	13	12	19		0		1	1	3	0	0	0	1	0	0		0	0	0	9	3	1	1	1	4		5	10	28	27	28	15	19	23	39	
Sept.	35	6	1	31	10	6	7	14	8		0		2	2	1	0	1	0	0	0	0		1	1	3	2	1	0	6	0	1		11	16	9	38	23	20	17	18	28	
Oct.	2	16	21	23	11	5	7	12	14		0		4	6	2	2	0	0	0	2	2		5	4	2	2	2	1	1	0	4		17	16	30	56	21	20	18	40	56	
Nov.	2	20	17	18	24	5	8	8	11		0		4	2	2	1	0	3	1	0	0		9	1	3	4	2	0	0	1	1		19	35	16	30	33	37	41	33	41	
Dec.	33	26	31	0	17	0	5	12	13		0		2	7	4	1	3	0	1	0	1		2	2	1	1	1	2	2	0	0		57	27	18	20	25	23	31	42	34	
Total	100	407	411	467	201	173	112	138	182	72	0	0	28	62	36	15	12	14	12	6	6	4	17	21	25	47	22	13	28	14	22	14	228	188	273	364	353	297	317	360	430	241

1. SFR = New Single Family Residential Homes

4. C/I = Commercial/Industrial New/Tenant Improvements

2. M/F = New Multi-Family Residential (duplexes, triplexes, apartments, etc.)

5. Other = Pools, Sheds, Fences, Signs, etc.

3. M/H - Manufactured Homes, Mobile Homes and Park Models

**MUNICIPAL COURT
MEMORANDUM**

TO: CHARLES MONTOYA TOWN MANAGER
FROM: KATHERINE KAISER, MAGISTRATE
RE: JUNE MONTHLY REPORT
DATE: JULY 2014



June was the slowest month for citations that this court has seen in over two years. When citations are down are down this low, the court can expect to see revenues significantly drop the following month.

The Judge will be on vacation the first two weeks of July. She will be in constant contact with the court staff on a daily basis to insure the court still runs efficiently.

**ADDITIONAL MONIES COLLECTED FROM COLLECTION AGENCY
AND ARIZONA STATE TAX INTERCEPTION: YEAR 2014 TOTALS**

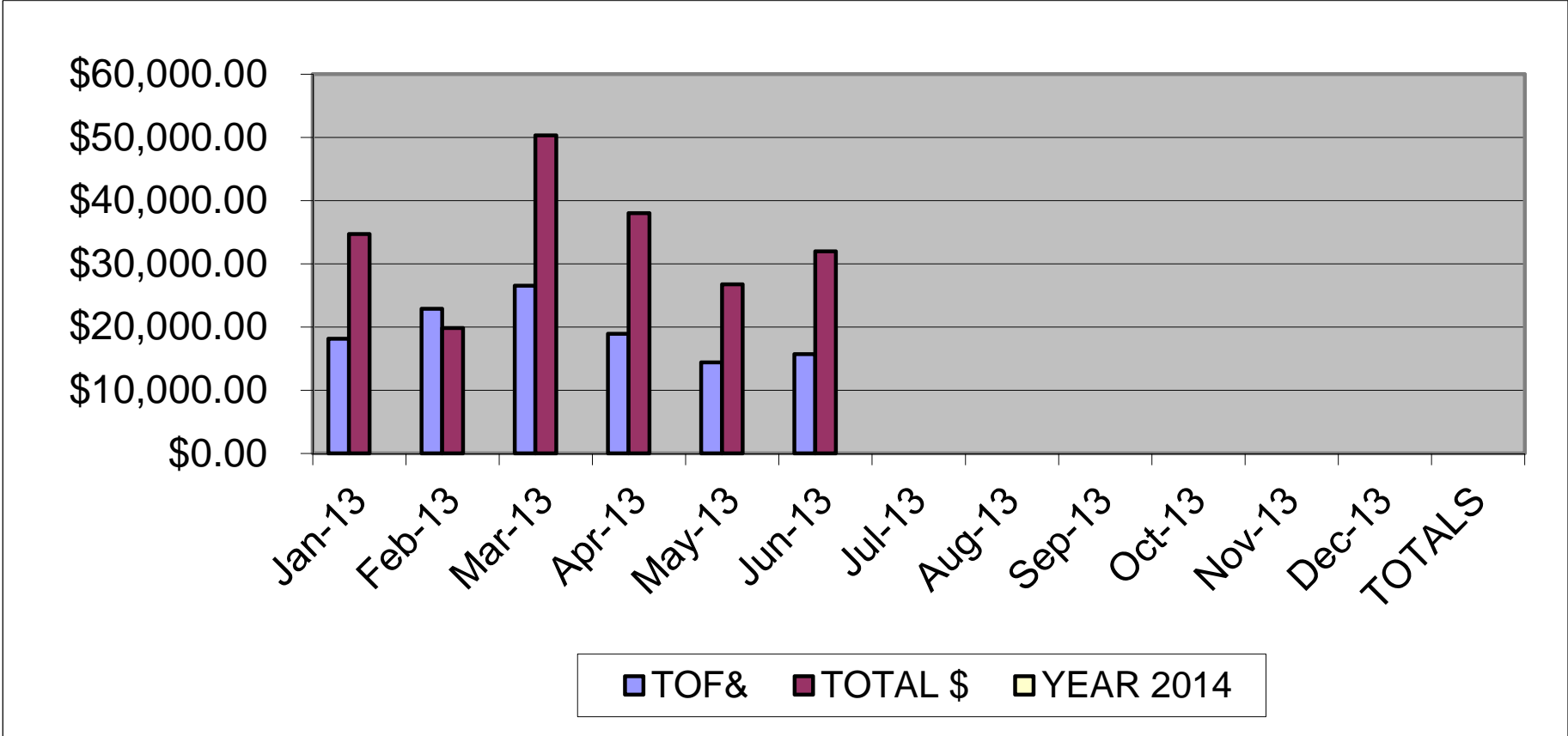
VCS COLLECTIONS	F.A.R.E./T.I.P.S.
\$ -0-	\$76,828.03

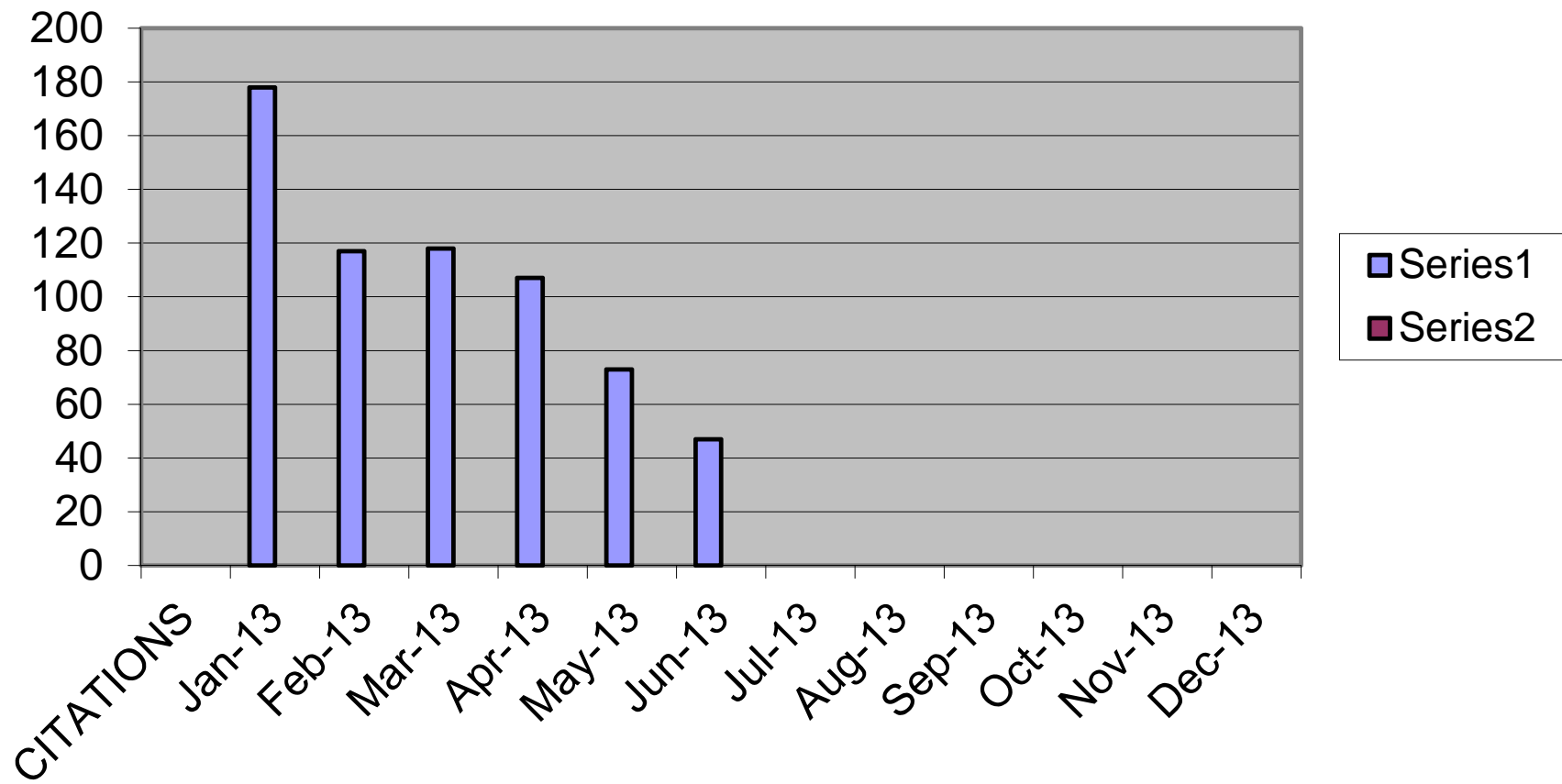
**MONEY COLLECTED FOR VICTIM RESTITUTION: YEAR 2014
TOTAL**

\$1,765.44

**MONEY COLLECTED FOR FLORENCE POLICE DEPARTMENT FOR
DRIVING ON A SUSPENDED LICENSE AND THE NEW \$4
ASSESSMENT: YEAR 2014 TOTAL**

\$6,227.02







Finance Department Memorandum

To: Charles Montoya, Town Manager
From: Mike Farina, Finance Director
Date: 7/28/2014
Re: Finance Department Report

2014/15 Annual Budget

Town Council adopted the final budget for fiscal year 2014-2015 on July 7, 2014. The property tax levies for the Town and CFDs were set by ordinance on July 21.

Year-end Closeout and Annual Audit

Staff is currently working on the year-end process and preparing for the upcoming independent audit. The auditors will be in October to complete their audit. Pursuant to a multi-year agreement, we are again using Henry & Horne, with Marilyn Mays as the partner-in-charge.

Debt Management

Staff is currently working on financing options for the library, aquatics and recreation facility. Stifel Nicolaus is serving as our financial advisor and Greenberg Traurig is serving as counsel. A presentation was made to Standard and Poor's to obtain a credit rating for the Town on this potential \$5 million obligation. The result is pending. A presentation was also made to two credit insurance companies; Assured Guaranty Corporation and Build America Mutual. This item is scheduled to appear before Town Council for approval on August 18, 2014.

Staff is also working on drafting bond documents for \$1.5 million CFD#1 GO Bonds to be issued for pavement preservation improvements of main streets throughout the CFDs and \$728,000 Special Assessment Lien Bonds to be issued for public improvements in CFD#1 Area 7, Units 9B, 16 and 17C. These items are scheduled to appear before Town Council for approval on August 18, 2014.

Grants Activity Report

Nine grant applications totaling \$971,244 were submitted in June bringing the total to 14 submitted grant applications totaling \$1,392,454 awaiting an award decision.

Monthly Financial Report

There is no June monthly financial report as the month/year is currently being closed.

**Grants Activity Report
June 2014**

SUBMITTED GRANTS



1. 2013 State Housing Fund (HOME) – Owner Occupied Housing Rehabilitation

A grant application was submitted in the amount of **\$275,000** to Arizona Department of Housing (ADOH) to conduct Owner Occupied Housing Rehabilitation.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 13.

Month's Expenditures: None



2. Community Oriented Policing Services (COPS)

A grant application was submitted in the amount of **\$125,000** to the U.S. Department of Justice. Funds will be used to pay for a school resource officer at schools within the Town of Florence over three years. The amount requested is the maximum amount allowed by the funding source. If the grant is awarded, the Town will provide an additional **\$109,716** in salary and benefits.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 23.

Month's Expenditures: None



3. Gila River Indian Community Tribal Gaming Funds – Booking Workstation

The Police Department is requesting **\$40,000** in Gila River Indian Community Tribal Gaming Funds to purchase a LiveScan Booking Workstation. This equipment would be used to improve the quality and reliability of fingerprints and palm prints.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 5.

**Grants Activity Report
June 2014**

Month's Expenditures: None



4. Gila River Indian Community Tribal Gaming Funds – Video Systems

The Police Department is requesting **\$20,854** in Tribal Gaming Funds to purchase a point of view video system to improve transparency between the department and the community.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 5

Month's Expenditures: None



5. Gila River Indian Community Tribal Gaming Funds – Training Simulator

The Police Department is requesting **\$59,000** in Tribal Gaming Funds for training simulator equipment geared towards improving judgment calls in “Shoot, Don’t Shoot” scenarios.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 5.

Month's Expenditures: None



6. Gila River Indian Community Tribal Gaming Funds – Project Bridge Back-to-School

Project Bridge, a non-profit organization, is seeking **\$100,000** in Tribal Gaming Funds to provide school supplies to 600 children in need during the 2015-16 school year. The organization plans to match the funding with another **\$66,000** in cash or donations. Tribal Gaming Funds can only be requested through a city, town or county.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 5.

Month's Expenditures: None

**Grants Activity Report
June 2014**



7. Gila River Indian Community Tribal Gaming Funds – Project Bridge Summer Meals
Project Bridge is seeking **\$225,000** in Tribal Gaming Funds to provide food for 1,000 families in need during the summer of 2015. The organization plans to match the funding with **\$291,000** in cash.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 5.

Month's Expenditures: None



8. Gila River Indian Community Tribal Gaming Funds – American Legion Post #9
American Legion Post #9 is seeking **\$60,378** in Tribal Gaming Funds to repair the roof of its building on Main Street.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 5.

Month's Expenditures: None



9. Tohono O'odham Nation Tribal Gaming Funds – Additional Dispatch Center
The Police Department is seeking **\$66,012** to add a third dispatch center to respond to service calls. This application has been previously submitted to the Gila River Indian Community and was recently rejected.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted June 11.

Month's Expenditures: None

**Grants Activity Report
June 2014**

10. 2014 Community Development Block Grant (CDBG) – Owner Occupied Housing Rehabilitation

The Town submitted a grant application in the amount of **\$226,279** to Arizona Department of Housing (ADOH) for Owner Occupied Housing Rehabilitation. The grant is part of the Central Arizona Governments Regional Account funds that are allotted to the Town every two years. The application was due to Central Arizona Governments June 2.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Update: The application was submitted May 27 and is currently under review.

Month's Expenditures: None

11. US Department of Justice Bulletproof Vest Program

The Town submitted a grant request May 9 to the Department of Justice for **\$2,712** to purchase six bulletproof vests for new officers and to replace worn vests. This grant pays for half the cost of a vest.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Status: Award announcements are expected in July.

Month's Expenditures: None

12. 2015 Arizona Department of Homeland Security

The Town submitted an application in the amount of **\$9,582** for (6) Ballistic Shields to be used for tactical response situations.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Status: A recommendation was made to award **\$7,500** for the shields. Official award announcements will be made in July.

Month's Expenditures: None

**Grants Activity Report
June 2014**

13. High Intensity Drug Trafficking Area (HIDTA)

The Town submitted a budget request in the amount of **\$107,000** to pay for one officer to participate in the HIDTA program. This grant is generally renewed every year. Award amounts will be announced in about a year.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Status: A budget request has been submitted. Announcements will be made in about a year.

Month's Expenditures: None

14. 2015 Arizona Governor's Office of Highway Safety (AZGOHS)

The Town submitted an application in the amount of **\$75,637** for (1) 2015 Chevrolet Tahoe – DUI vehicle, Accident Investigation Equipment, and Overtime Funds to be used for traffic enforcement.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Status: Application submitted. Awards have been made and announcements were expected in June.

Month's Expenditures: None

15. 2013 Assistance to Firefighters Grant (AFG)

The Town submitted an application in the amount of **\$210,000** for a Mini Pumper that will enhance the safety and effectiveness of firefighting. A 10% Town match (**\$21,000**) is required.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Status: Funding denied. Application is being reviewed to assess weaknesses and determine areas that can be improved when funding becomes available again next year.

Month's Expenditures: None

**Grants Activity Report
June 2014**

16. 2013 Assistance to Firefighters Grant (AFG)

The Town submitted an application in the amount of **\$226,047** for communication equipment that will solve interoperability and compatibility issues for the firefighters. A 10% Town match (**\$22,605**) is required.

Current Status			
1. Pre- Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Status: Funding denied. Application is being reviewed for potential improvements in next round..

Month's Expenditures: None

APPLICATIONS IN PROGRESS

Staff is working on an application in the amount of **\$15,000** to the Arizona Department of Environmental Quality for a Brownfields State Response Grant. If funded, a Phase 1 Environmental Assessment will be conducted on property at the northwest corner of Butte Avenue and Main Street in the area of Pinal Market. The study will be conducted to determine if there are any petroleum-related environmental issues on the property. The funding source does not have a due date for an application.

Current Status			
1. Pre- Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

**Grants Activity Report
June 2014**

CURRENT FISCAL YEAR

1. 2013 Maricopa Association of Governments Certified Street Sweeper Grant

The Town was awarded funding in the amount of **\$177,496** for a PM-10 Street Sweeper.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 177,496
Town Match	\$ 10,729
Total Expenditures	<u>0</u>
Fund Balance	\$ 188,225

Status: The bid process is currently under review.

Month's Expenditures: None

2. 2014 High Intensity Drug Trafficking Alliance (HIDTA) 24 COT Grant Number HT14-2326

HIDTA-24 program awarded **\$62,050** in federal funds for a police officer to participate as a member of the Pinal County Narcotics Task Force. This grant is administered by the Tucson Police Department.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 62,050
Town Match	
Total Expenditures	<u>0</u>
Fund Balance	\$ 62,050

Update: A new project contract was accepted by Council. The program is ongoing through the Tucson PD.

Month's Expenditures: None

3. 2013 State Homeland Security Grant Program: Operation Stonegarden

This is a multi-agency grant for the Florence PD in the amount of **\$84,000** for overtime and mileage as part of the U.S. Homeland Security Grant Program.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 84,000
Town Match	
Total Expenditures	<u>(24,299)</u>
Fund Balance	\$ 59,701

Status: The Police Department is actively participating under the direction of Border Patrol.

Month's Expenditures: None

**Grants Activity Report
June 2014**

4. 2013 State Homeland Security Grant Program: Operation Stonegarden

This is a multi-agency grant for the Florence PD in the amount of **\$41,458** for equipment as part of the U.S. Homeland Security Grant Program.

Current Status			
1. Pre-Approved	2. Application Submitted	4. Award/Denial Notification	5. Grant Contract
7. Project	8. Reimbursed	9. Closeout	10. Closed

Grant Amount	\$ 41,458
Town Match	
Total Expenditures	<u>(\$15,520)</u>
Fund Balance	\$ 25,938

Status: The Police Department has purchased radios and computer tablets. Bids for other equipment are taking place.

Month's Expenditures: \$5,611

5. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Occupant Protection Equipment

AZGOHS awarded **\$2,500** to the Police Department to purchase 50 child safety car seats.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 2,500
Town Match	
Total Expenditures	<u>\$ (2,500)</u>
Fund Balance	\$0

Update: The grant is in the fourth quarter. Seats have been purchased and distributed.

Month's Expenditures: None

6. 2014 Arizona Governor's Office of Highway Safety (AZGOHS) Selected Traffic Enforcement Equipment (STEP)

AZGOHS awarded **\$23,591** to the Police Department to purchase radar units, camera units, LIDAR units, and outside services for installation costs to enhance speed enforcement.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 23,591
Town Match	
Total Expenditures	<u>(22,205)</u>
Fund Balance	\$ 1,386

Update: The grant is in the fourth quarter. Radar units have been installed.

Month's Expenditures: \$1,614

**Grants Activity Report
June 2014**

7. 2014 Arizona Governor’s Office of Highway Safety (AZGOHS) Occupant Protection Enforcement and Education

AZGOHS awarded **\$4,000** to the Police Department to support Personnel Services (Overtime) and Employee Related Expenses to enhance seat belt usage by conducting Occupant Protection Enforcement and Education.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 4,000
Town Match	
Total Expenditures	\$ (1,784)
Fund Balance	\$ 2,216

Update: The grant is in the fourth quarter.

Month’s Expenditures: \$892

8. 2014 Arizona Governor’s Office of Highway Safety (AZGOHS) Selected Traffic Enforcement

AZGOHS awarded **\$8,000** to the Police Department to support Personnel Services (Overtime) and Employee Related Expenses to enhance speed enforcement throughout the Town.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 8,000
Town Match	
Total Expenditures	\$ (2,771)
Fund Balance	\$ 5,229

Update: The grant is in the fourth quarter.

Month’s Expenditures: \$1,300

9. 2014 Arizona Governor’s Office of Highway Safety (AZGOHS) Selected Traffic Enforcement Equipment

AZGOHS awarded **\$9,973** to the Police Department to purchase (1) Speed Trailer to enhance speed enforcement.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 9,973
Town Match	
Total Expenditures	(9,973)
Fund Balance	\$ 0

Update: The grant is in the fourth quarter.

Month’s Expenditures: None

**Grants Activity Report
June 2014**

10. 2013 FEMA SAFER Grant

The Town was awarded **\$463,902** for three firefighter positions. The funding will be for two years.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 463,902
Town Match	
Total Expenditures	<u>50,119</u>
Fund Balance	\$ 413,783

Status: The project is in the second quarter.

Month's Expenditures: \$19,596

PRIOR FISCAL YEARS:

1. 2013 High Intensity Drug Trafficking Alliance (HIDTA) 23 COT Grant Number HT12-2226

HIDTA-23 program awarded **\$73,000** in federal funds for a police officer to participate as a member of the Pinal County Narcotics Task Force. This grant is administered by the Tucson Police Department.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 73,000
Town Match	
Total Expenditures	<u>(73,000)</u>
Fund Balance	\$ 0

Status: Project funding has been spent and this contract will be closed. A new contract for this program has been awarded.

Month's Expenditures: None

2. 2004 Main Street Streetscape Project - TEA-FLO-0(004)

Federal Highway Administration awarded **\$500,000** to perform enhancements on North Main Street.

Current Status			
1. Pre-Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 500,000
Town Match	28,500
Total Expenditures	<u>(95,025)</u>
Fund Balance	\$ 433,475

Status: Crosswalks have been installed as preparation for this project. The project is expected to be completed in Summer 2015.

Month's Expenditures: None.

**Grants Activity Report
June 2014**

3. 2012 Tohono O’odham Nation

A 12% gaming grant from the Tohono O'odham Nation in the amount of **\$47,361** was used for repairs and painting of exterior walls of the American Legion building.

Current Status			
1. Pre- Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 47,361
Town Match	
Total Expenditures	<u>(47,082)</u>
Fund Balance	\$ 279

Status: Planned signage has been completed. Staff is working with Legion officers to expend the remaining funds.

Month’s Expenditures: \$0.

REPORT SUMMARY

TOTAL Grant funds requested in Submitted Applications	\$ 1,392,454
Current Fiscal Year funds for Active Grants	\$ 876,970
Prior Years funds for Active Grants	<u>\$ 620,361</u>
TOTAL Grant funds awarded for Active Grants	\$ 1,497,331

Fire Department

MEMORANDUM

DATE: July 1, 2014

TO: Charles Montoya, Town Manager

FROM: Peter Zick, Fire Chief

SUBJ: Summary of June 2014 and Plans for July 2014

The fire responses for 2014-2012 are as follows:

Type of Calls	2014		2013		2012	
	<i>June</i>	<i>YTD</i>	<i>June</i>	<i>YTD</i>	<i>June</i>	<i>YTD</i>
Brush Fires	3	78	3	13	8	17
Structure Fires	0	12	3	11	6	21
Vehicle Fires	4	11	1	3	3	6
Trash Fires	3	7	1	9	3	8
EMS	172	1030	167	1030	121	676
HazMat	2	7	3	18	2	10
Electrical Arching	0	1	0	2	0	2
Police Asst./Public Asst.	6	55	9	64	2	21
Unauthorized Burning	1	1	0	1	0	1
Good Intent	1	2	0	0	0	0
Controlled Burning	0	3	1	4	1	5
False Alarm/System Malfunction	7	25	4	17	10	33
Emergency Stand by (move up)	43	230	66	500	10	151
Other Calls	24	189	20	179	21	158
TOTALS	266	1590	278	1851	218	1139

Summary of June

Training:

June has been a busy month for planning and deployment plans for training in the coming budget year. With the approval of the budget for next year, I have tasked both Battalion Chiefs to develop a training priority list for our department, schedule for delivery and deployment method for all of our training for the coming year. Along with the same minimum company standards that our crews work on all year long, our training plan is to utilize our educational agreement with Central Arizona College to bring Fire Officer 1 and 2 into our department for our Captains. These classes will enable our Captains to gain skills needed to be more effective fire officers and will be essential skills for them as we progress our department. We will also be teaching a series of classes that are now mandatory classes for certification and promotion for our Engineers. We offered these classes last year to all of our current Engineers and our department now has nationally recognized training and certification for our Engineer position. This was a huge milestone to my commitment to set our training standards higher in our department. With our push to move away from the traditional “fire department” status and become more of an “All Hazards” department, we will introduce classes that give our members training in technical (rope, trench, swiftwater) rescue, Hazardous materials, wildland and we will start planning for teaching our own in house Paramedic class.

Maintenance:

Ladder 542 went to Hughes and Detroit for a computer malfunction this month. The problem was fixed and the ladder is running great.

Engine 541 went to Hughes for a few warrantee issues that are still waiting to be fixed due to parts being ordered. The repairs will be completed when the parts arrive.

Administration:

All the crews at Fire Station 2 have been working hard going door to door in our Arizona Farms Annexation area speaking with home owners about our service. The crews have been very willing to help in any way they can to help the town grow. Our next area we will be helping with is the Magic Ranch area. We will have both crews from stations 1 and 2 involved in this effort.

With the hiring of our new Battalion Chief (Chief Sample) we have undergone a slight “reorganization” of the fire department in a few areas. This was critical for our department to start dividing the rolls and responsibilities of all of our members and to give each Chief and Captain a direct reporting structure, adequate supervision and ability to manage all of the projects we have to accomplish for next year.

We have assigned Chief Sample and Chief Kemp responsibility for a shift and the call duty that is associated with that. Each crew under them now has a chief officer to report to and does a few things to benefit our department. First, it gives each crew and Captain a specific, consistent supervisor that they can rely on for day to day issues that arise. Second, it streamlines communication up and down the chain of command to assure each member is getting clear, updated information and that it is the same throughout the department. Third, gives the Captains the benefit of having a program manager for each project they are assigned. It also instills accountability for projects and gives the Captains an avenue for asking for help with difficult issues.

Lastly, it gives our department the ability to have an incident commander quickly and consistently at large scale incidents for quicker command and control which greatly increases Firefighter safety. With this being said, both Chiefs are still responsible for other duties that they are assigned with Fire Prevention, Training, Operations and Scheduling. This is accomplished by varying the Chiefs schedule to accommodate them being here on the two days their shift is on based on the 48/96 Firefighter schedule plus two other 10 hour days. Both Chief Kemp and Chief Sample have the option to either sleep at Fire Station 2 or take call duty for their shift from home. Both are within the required 15 minute response time from their residence but often sleep at Station 2 with their shift.

All of the Chiefs are taking on, and trying to manage, many different aspects of our responsibility as the fire department. With the schedule we designed it still allows Chief Kemp to fulfill his obligation as our Fire Marshal and has managed to complete annual required inspections of all of our correctional facilities except for the state prison. He has developed a very detailed inspection schedule that starts inspection of our Historical District by mid July to be completed by Aug of 2014. The schedule reflects the rest of the business district being completed by November/December depending on how many re-inspections need to be done. Although it may seem that inspection have been slow in getting done, they have been challenging due to many of the buildings we are inspecting have never had an inspection before, are not prepared for the inspection or we are taking extra time to educate the responsible owner about our roll with a new Fire Prevention Division in our department. We have identified, and logged, every commercial building in Florence that requires an inspection, entered them into our data base and began the process of inspecting them. To give you an idea of the magnitude of the responsibility we now have under our Fire Prevention Division, we have the requirement to provide life/safety inspections to approximately 700 buildings within all of our correctional facilities, approximately 60 Pinal County Buildings to include the FUSD schools located in the town limits. We are also responsible for inspections for 225 active businesses and multi family occupancies, with a total responsibility for 985 buildings. This averages 5 inspections that have to be done per day not including the time it takes for documentation, any re-inspections due to violations or any occupancy with multiple violations that require immediate action. With only one person dedicated to this task was going to be very challenging to give our customers the attention and thorough inspection that is desperately needed during our first inspection. Due to this need, I have used Captain Moser in his Administrative Captain roll to assist Chief Kemp in completing some of the inspections. Captain Moser has been in class for the last 2 months obtaining his Fire Inspector 1 and 2 Certification and will graduate mid July, giving him the ability and certifications to assist in getting required inspections done.

Plans for July

Training:

Strategic planning with Training and Development Committee to outline training needs for this coming year.

Crews will continue to work on MCSs for the month of July.

Maintenance:

Engine 541 has a few minor warrantee items to be repaired. We are waiting on parts.

Administration:

Finalize last years budget

Start planning next year's training schedule

Continue working on mutual aid agreements with other fire departments

Continue working on plan for annexations

Fire Prevention:

Will complete final inspections on correctional facilities accept for State Prison

Will start working on the historical district for inspections

Meet with State Fire Marshal on issues at the State Prison before we begin our inspections

Florence Community Library

June 2014

June Statistics

- 8,006 patrons visited the library in June
- 11,512 total items were circulated in June
- 89 library cards were issued
- 1,582 patrons signed up for use of the computers
- 523 person(s) attended 30 program(s) presented by the library
- 8 person(s) volunteered 48 hour(s)

Meetings and Events

06/02/14 –

06/06/14 Barbera Scoby attended Library Institute sponsored by the Arizona State Library

06/03/14 Coffee Club

06/04/14 Evening Book Club

06/10/14 Library Advisory Board Special Meeting

06/11/14 Friends of the Library meeting

06/26/14 -

07/01/14 Rose Bebris attended the 2014 ALA Conference

2014 Summer Reading Program Wrap-Up

The Florence Community Library closed out its 2014 Arizona Summer Reading Program, “Fizz! Boom! Read!” with Professional Hypnotist Paul Watson. Patrons came out and enjoyed an evening of hypnosis, comedy, and a little bit of magic to successfully end the science-themed summer reading program.

Florence’s youth read a combined total of more than 33,000 minutes this summer. Arcel E. Lopez was our top children’s reader. He received a tablet, book, and a prize bag. Isabelle Wang was our 2nd place reader. Aisaya Bell, Anthony Berdge, Rahmel Valentine and Talia Valentine were 3rd place readers. Each of them received a book, and a prize bag. Sarah Colter was our top teen reader. She received Harkins Theatre tickets for 4, a book, and a prize bag.

Other readers of note are Nathaniel Wang, Jordan Cherry, George Crispen, Kaeden Christenson, Amanda Schifano, Ryan Lopez, Serina Paulson, Tanner Elliott, Haley Lopez, Oscar Rodriguez, Diego Rodriguez, Shawn Mendez, Jolee Anna Viola, Levi Backes, Jonathan Schifano, Bailey Christenson, Andrea Perez Salazar, Marilyn Bieker, Chloe Dubien, Noah Christenson, Madison Grogitsky, and Norah Hess.

Megan Yeo was this year’s raffle winner of Arizona Diamondbacks tickets for 4. Everyone who turned in their reading logs received a book and a prize bag full of goodies. Way to go! Congratulations, and see you next year.

“Literary Elements,” the 2014 Adult Summer Reading Program, was also a success. Participants read more than 80 total books during the program’s month-long run. Denise Kollert was our top adult reader with 22 books read. Kandi Hartung placed second with 13 books, and April Shilliam third with 7 books read. Our thanks to all who participated!

The Florence Community Library is thankful for everyone who took part in making this program a success: The Friends of the Florence Community Library; Arizona Cardinals; Arizona

Florence Community Library

June 2014

Diamondbacks; Pinal County Historical Society & Museum; B&D Restaurants, Inc. /McDonald's; Harkins Theatres; Paula Norby at Papa Murphy's Pizza; Ginger Marvin at Peter Piper Pizza; Jeanine Gooding, RDH Oral Health Screening Clinical Director at Sun Life Family Health Center; Jennie Treadway, Instructional Specialist, and Annie Cecil, Sensory Screener at The University of Arizona Cooperative Extension. We would like to also thank our wonderful volunteers: Brad Berger, Melanie Crouse, Ian Singco, Ingree Villalba, and Dave Zambrano. We appreciate all of your efforts!

Memorandum



To: Charles Montoya, Town Manager
From: Bryan C. Hughes, Parks and Recreation Director
Date: July 21, 2014
Re: July 2014 Department Report

Town of Florence Staff and the Low Mountain Construction Design-Build Team have been meeting weekly since June 10 to plan the **Territory Square – Library/Recreation Complex Project**. In addition, Town Staff toured aquatic complexes in Mesa, Gilbert, and Chandler on June 23 to get ideas for the proposed aquatic complex and talk with operations and maintenance staff. Lastly, three Public Open Houses were held during the month of July to get input on the project.

The **Fourth of July Freedom Fest** held at Heritage Park on the 4th of July was a huge success. Staff is already busy preparing for next year's event.

Parks and Recreation Department Divisions Report June 2014

Recreation/Special Events Programs

Recreation Programs	Participants	Volunteers	Comments
Summer Kids Club-Florence	104	0	Estimated Revenue: \$4,356
Summer Kids Club-Anthem	67	0	Estimated Revenue: \$3,077
Harkins Summer Movie	107	0	Estimated Revenue: \$321
Summer Field Trips	92	0	Estimated Revenue: \$1,372
Men's Basketball	6 Teams	0	Estimated Revenue: \$1,500
Swim Lessons	72	0	Estimated Revenue: \$1,136
Swim Team	35	0	Estimated Revenue: \$984
Adult Open Gym	216	0	Free Program
Teen Open Gym	45	0	Free Program
Private Pool Parties	3	0	Estimated revenue: \$375
Open Swim	776 kids/ 202 adults	0	Estimated Revenue: \$593

Facility Use Permits

Number of Facility Use Permits	Estimated Number of Participants
9	279

Fitness Center – Membership Package

Fitness Package Sales	Total	Revenue
Active Military	2	\$30
CCA Employee Rate	11	\$165
Daily Fitness Pass	6	\$30
Employee	0	\$0
GEO Employee Rate	12	\$180
Non-Resident 6 Months	0	\$0
Non-Resident Annual	0	\$0
Non-Resident Monthly	1	\$27
Resident 6 Months	0	\$0
Resident Annual	0	\$0
Resident Monthly	56	\$1008
Sr. Non-Resident 6 Month	0	\$0
Sr. Non-Resident Annual	1	\$135
Sr. Non-Resident Monthly	1	\$18
Sr. Resident 6 Months	0	\$0
Sr. Resident Annual	0	\$0
Sr. Resident Monthly	14	\$168
Total Memberships	104	\$1,761

Fitness Center – Classes

Program	Members	Non-Members	Total	Revenue
Adult Lap Swim	1	4	5	\$45
Water Walking	3	5	8	\$65
Water Aerobics	8	13	21	\$340
Karate for Kids	N/A	N/A	22	\$550
Adult Self Defense	N/A	N/A	2	\$50
Total for Fitness Center	12	22	58	\$1,050

- Estimated member sign-ins throughout the month: 1,132
- Total membership packages sold in June: 104
- Fitness Center revenue for all June package sales: \$1,761
- Fitness Classes revenue for June: \$1,050
- Total June Revenue: \$2,811

Dorothy Nolan Senior Center

Programs	Participant	Type	Comments
Bible Study	0		
Bingo	83	Activity	
Birthday Cards	12	Service	
Staff cooked meals & Senior meals	94	Meals/Activity	
Breakfast	69	Meals/Activity	
CAHRA	11	Service	
Dinner Club- Valentino's in Anthem	13	Meals/Activity	
Blood Pressures	11	Service	
Pinal County Food Box	32		
Dental Clinic	6		
Diabetic Clinic	38		
Fitness Center	40	Health	
Games	202	Activity	Backspace 3, Yatzee, Skipbo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Wii games
Guardian Angel Installation	1	Service	
Hair Cuts	2	Service	
Hand weights	0	Activity	
Home-Delivered Meals	341	Service	
Knitting & Crocheting	30	Activity	
Lost Meals	15	Service	
Medicare Advocate	0	Service	
Movie & Popcorn	18	Activity	
Rides Program	239	Service	235 trips to the Center, 4 errands, and 4 special events
Senior Donation Meals-	28	Meals	Subway
Senior Hot Topics	15	Activity	
Shopping	0/19/8	Service	Anthem/Coolidge/Dollar Store
Telephone Reassurance Program	5	Service	
Volunteer Hours	23@195	Service	
Wii Bowling	0	Activity	

Greater AZ Puppet Theatre – 4, Father's Day Luncheon – 27, Lunch & Movie – 4, Coolidge Adult Center came to visit – 15

Accomplishments:

The center served 414 meals to 47 participants; we had no new senior participants this month.



FLORENCE POLICE

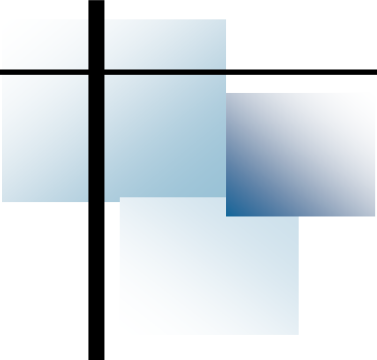
Monthly Report – June 2014



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158



“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of June 2014. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

Personnel

<i>Employee</i>	<i>Position</i>	<i>Effective</i>
<i>New Hire</i>		
Meghan Hines	Public Safety Dispatcher	6/2014
Brian Knutson	Public Safety Dispatcher	6/2014
<i>Resignations/Terminations</i>		
Brian Knutson	Public Safety Dispatcher	6/2014
<i>Vacancies</i>		
1 full-time	Police Officer	Applications being reviewed
2 full-time	Public Safety Dispatcher	Testing Phase

Personnel Development

Sworn Personnel

The sworn personnel of the FPD attended the following trainings during the month of June:

- Sergeants Klix and Peterson completed the ten week Supervisors Academy held in Marana. The class was held every Wednesday for ten weeks covering topics like Effective Interpersonal Communication, Team Building, Hiring process, Performance management- coaching and performance skills, Leading and managing change.
 - Officer Defassio completed Phase 2 of the Field Training Officer (FTO) Program and is in the final Phase 3.
-

Chief of Police

The Chief of Police attended the following meetings during the month of June:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Supervisors Meetings
- Public Safety Meeting with Town Manager
- ACTT FA-2 Planning Meeting

Administrative

During the month of June the following projects were completed within the administrative division of the FPD:

- Motivational portraits purchased and mounted within the FPD building
- FPD Badge decals purchased and applied to the building doors
- 3 Gila River Indian Community Grants submitted
- COPS hiring grant submitted
- Fiscal Year 13/14 ended and all purchases were finalized
- Evacuation plan is being drafted

Volunteers

In June, the FPD Volunteers took calls for service in the Police Department's lobby, attended the Driver Training Course with Officer Kakar, provided court security for the Town of Florence Municipal Court, and assisted with a Jury Trial. A YTD total of 4,875 hours of service were completed by forty-six active community volunteers. The approximate YTD savings to the Town of Florence by utilizing the volunteers is \$56,099.00.

Support Services

Communications

Below is a table that shows the total calls for service handled by FPD dispatchers during the month of June. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	FP1	FP2	FP3	TOTAL
911 Line	40	15	22	77
Crime Stop Line	0	0	0	0
Officer Report	103	56	147	306
In Person	30	2	2	34
Radio Transmission	1	0	1	2
State TT/NLETS	1	0	0	1
Telephone	168	49	76	293
TOTAL	343	122	248	713

Evidence and Property

Evidence personnel completed work in the following:

- attended Homicide Training in Chandler
- assisted the Coolidge Police Department with interviews for a Evidence Custodian
- auction activity
- volunteer Intern Program
- fingerprinting services

The following chart represents the major evidence activity during the month of June.

Crime Scene/Evidence		Property	
Assault	1	Firearm	1
Burglary	2	Found property	4
Death Investigation	2	Lab activity	22
Drugs	7	Warrant	1
DUI	3	Safekeeping	6
Other	8	Other	7

Operations/Patrol

The department worked with Public Works and Planning and Zoning to assist and develop temporary Code Enforcement for large trash deposits within the town. Citizens are being notified in person to clean up on initial contact.

A quarterly report was completed and submitted for milestones accomplished during Stonegarden.

Lt. Tryon attended a Regional Training Coordinators meeting at Coolidge Police department to discuss training issues that departments are facing and current training offered by other agencies at a low or no cost.

All sergeants picked a new work schedule for another year. The sergeants picked a shift and their days off schedule according to seniority. Along with this pick sergeants were given new areas of responsibility to manage K-9, traffic, training, professional standards, volunteers, FTO coordinator, honor guard, supplies, and grants.

A lesson plan with power point was presented for upcoming Active Shooter Training. The lesson plan covers a rapid response to a school where a subject has taken over and actively shooting students and school staff. The training covers police response and locating the potential threat with minimal casualty to the students, staff and public. This training will take place in July at the FHS.

Met with Department of Corrections and Florence Fire to develop a table top exercise for HAZMAT training. This training would satisfy yearly NIMS requirements for all agencies involved.

FPD began preparing a five year plan to be presented to the Town Manager for Florence Police Department.

FPD began developing a master plan for emergency evacuation of all town buildings.

A vacant position in the Investigations Division was filled by Officer Dan Helsdingen who has five years prior investigative experience with the DPS gang unit.

Continue to work on the Community Policing goals in each of the three beats.

The Police Department conducted 1865 Directed Patrols during June. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.

Traffic

Total number of Citations issued: 77

GOHS Grant:

During the month of May the officers performed the following under the GOHS grants:

- 181 traffic stops this is down 285 from May
 - 64 total traffic related citations were written
 - 1 citation for lap and shoulder belts
 - 1 for child passenger restraint
 - 27 speed citations
-
-

-
-
- 2 for DUI liquor/drugs/vapors
 - 1 for DUI .08 or more
 - 1 Extreme DUI
 - 1 DUI drugs

Vehicles maintained with the department:

- Issues with 2 Dodge Chargers during the month overheating and electrical problems. The vehicles were sent to Tempe Dodge after Jones Automotive in Casa Grande was unable to repair them. The vehicles are still in the shop.

Extra Details

- The Department held the first annual Police appreciation luncheon with awards on May 14, 2014.
- Commercial Vehicle Enforcement no enforcement this month due to issues with connecting to the Federal Data information system.
- The Department signed the MOU with ADOT to implement a new accident program called "AzTraCS" this will allow the officer to have access to all accident forms by computer and they will auto-fill saving time on an accident scene. This will allow safety for the officer by not spending time on the scene filling out forms. This program will also allow the Department to add Florence forms for auto-fill capabilities.

Beat 1

Officers continue to conduct directed patrols in the apartment complexes, Florence Gardens, TO Village, Florence High School and in Beat 1 neighborhoods. 558 Directed Patrols were conducted in Beat 1 during June.

School was out for the month of June so no activity in the school zones.

The speed trailer was on Main Street for south bound traffic from June 1st – 16th. The posted speed limit is 15 mph. There were 14,216 vehicles traveling on Main street during this time period. The average speed was 16 mph. The highest speed recorded was 52 mph recorded on June 9th at 3:33 pm. The number of vehicles traveling over the speed limit was 8029.

The speed trailer was then placed in beat 3 on Spirit Way, for complaints of construction trucks speeding.

The EZ Stat data counter was placed in the speed sign currently on Merrill Ranch Pkwy. However, the data counter did not record any data and the issue is being looked into.

Officers continue to check out radars and LIDARS on a regular basis. Two vehicles received mounted radar and video systems.

On June 11, 2014 at approximately 4:30 am, a single vehicle rollover accident occurred at the intersection of Florence Kelvin and Hwy 79. This accident resulted in the death of the driver. It

was determined that the driver lost control of the vehicle causing it to roll over and eject the driver. There was a passenger in the vehicle and he sustained minor injuries.

Beat 1 officers continue to assist the Town of Florence by assuming code enforcement duties. Officers are working on the problem areas as their call load allows.

2 reported burglaries at N. Pinal Pkwy and E. Echo Lane
7 non-injury accidents occurred in beat 1
45 traffic stops conducted which resulted in 17 written citations

There were a total of 323 calls for service in beat 1 for the month of June. This is 78 calls less than May 2014.

There are 8 dedicated officers assigned to work Beat 1. This includes all shifts.

Beat 2

Florence High School was used as the location for a former student's funeral. The funeral was well attended and proceeded without incident. The family stated they were appreciative of the Florence PD for everything from the professional investigation to the assistance at the HS.

At Quartz and Ruggles (Padilla Square) construction started. Some bottles were located and are reportedly have historic value being from the prohibition era. After the find, directed patrols were being conducted.

At 450 Adamsville Road (The old hospital) there is a continuing legal issue in regards to ownership of the property inside of the building.

Officer Salazar arrested a male for DV assault at W. 14th Street.

Heritage Park had several weekend events such as birthday parties, family and employee picnics, without incident. Officers visited the area during these events.

School was out for summer break. However there were numerous 911 and alarm calls investigated.

Directed patrols were conducted at Heritage Park, Padilla Square, FHS, the Old Hospital, TO Village, on W. 9th Street and Holiday Inn.

Beat 3

Officers conducted a security survey at the Anthem Hospital. A couple of key areas of concern were observed and the Beat 3 Sergeant will be meeting with hospital management in July to discuss the survey.

On June 26 the initial Neighborhood Watch meetings were held with residents from Anthem Parkside and Sun City. The meetings were held to make the residents aware of the Neighborhood Watch Program, provide a brief history of Neighborhood Watch, ascertain how many residents are interested and identify those who would be interested in being a Neighborhood Watch Captain and Co-Captain.

A power point on Neighborhood Watch was presented and crime prevention tips were discussed. The attendees were advised that the program is designed to assist them in setting up their individual neighborhood watch groups, provide initial training to the captains who will then schedule and hold meetings in their neighborhoods. No one advised that they would want to be a neighborhood captain. Officers and the Beat 3 Sergeant were present. Chief Hughes opened the meeting with a brief history of his involvement and implementation of the Neighborhood Watch Program with previous agencies and the Florence Police Department. A print out of the history of neighborhood watch was passed out to attendees and discussed.

I will be holding a beat 3 team meeting in July to advise the beat 3 officers that they will be assisting with the Neighborhood Watch Program. They will be expected to meet with the current members and assist them in training and building their memberships.

There were 938 directed patrols in beat 3 for the month of June.
There were 222 calls for service, 88 of those were traffic offenses.
House watches are being conducted daily by beat 3 officers on each shift.

1 Criminal Damage where juveniles throwing eggs at residences. Officers located the juveniles and 2 were charged for criminal damage.

1 Burglary

6 Subject Disturbing: (4) at Anthem Hospital, (1) at the Safeway Store, (1) at the Anthem Community Center

1 Suicide at Hunt Highway and Franklin Road

1 Theft at the Safeway Store

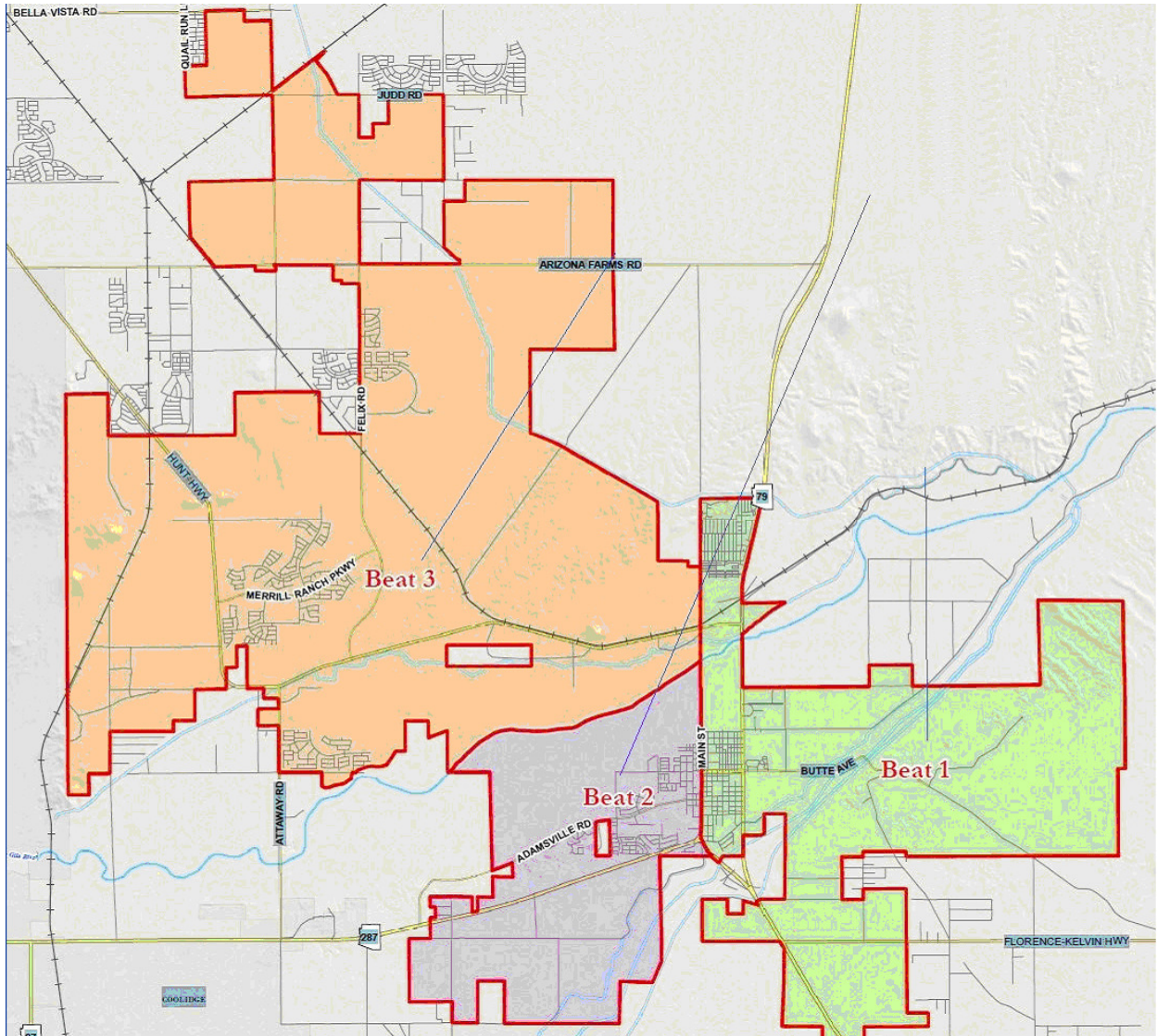
1 Fraud with a credit card

K9 Unit:

Officer Ballard and K-9 Marco had 4 utilizations resulting in 4 alerts and 2 arrests for possession of marijuana and methamphetamine. Officer Ballard responded to 14 calls for service and attended 1 of training.

Officer Guilin and K-9 Russ had 4 utilizations resulting in 1 alert and 1 arrest for possession of marijuana. Officer Guilin responded to 21 calls for service.

FPD BEAT MAP



Average Response Time to Calls for Service

6 Month Reporting Period: January 2014 to June 2014

	Jan	Feb	Mar	Apr	May	June
H - Hot Call	3:44	4:59	None	None	None	None
Priority 1	5:32	4:48	5:06	4:03	4:39	4:50
Priority 2	9:57	7:09	8:14	8:46	3:45	5:46
Priority 3	17:39	27:26	22:21	30:53	12:27	21:41
Priority 4	21:16	18:53	30:21	17:31	15:05	13:50

Definitions:

- H - Hot Call This priority represents the highest level of response by the Department where there is the chance of serious injury or loss of life, or major loss of property.
- Priority 1 This priority includes in-progress or just occurred, no presence of weapon used in a threatening manner (suspect present).
- Priority 2 This priority includes minor crime events which are not on-progress and have a 15-45 minute time delay in being reported (suspect not present).
- Priority 3 This priority includes calls on events where there is a significant time delay by the reportee (suspect not present).
- Priority 4 The priority represents report calls only taken by phone at officer's discretion or light duty office, if available.
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JUNE 2014
Count of Index Offenses

Classification of Offense	Offenses	Unfounded	Actual	Offenses	Juvenile
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	4	0	4	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	2	0	2	0	0
e. Other Assaults - Simple	2	0	2	0	0
BURGLARY	1	0	1	0	0
a. Forcible Entry	1	0	1	0	0
b. Unlawful Entry/No Force	0	0	0	0	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY - THEFT	8	0	8	0	0
MOTOR VEHICLE THEFT	2	0	2	0	0
a. Autos	2	0	2	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	15	0	15	0	0
Clearance(s) by Adult Arrest	0				
Clearance(s) by Juvenile Arrest	0				

**All data presented in this report is tentative until monthly audit is complete

Public Works Monthly Report June 2014

Administration

- Advised town staff on contractual terms and conditions as related to Territory Square Phase I – Site Grading and Design – Build Contracts.
- Reviewed and processed Line Extension Agreement with APS on Fuel Facility Project.
- Continued to punch list roof with architect at Brunenkant Building, withheld retention until roof repairs are completed.
- Solicited funding from MAG from FHWA-ADOT Off System Bridge Program and meeting was held to discuss project eligibility, programming, current/past condition of Bridge Structure 8215 (over the SCID Canal on East Butte) including estimated costs. Need consultant to review FHWA requirements for program funding including bridge reports, ratings, and reimbursable costs.
- Discussions started with ADOT in regards to IGA for pre-emption signalization agreement for existing and future traffic signals continued.
- Coordinated engineering with San Carlos Irrigation District for re-engineering of irrigation line at SR 70 / Diversion Dam Intersection.
- Completed contract for Project Management services at Territory Square Phase I.
- Continued to meet with MAG and Queen Creek on Southeastern MAG transportation study.
- Continued Capital Improvement Project Information verification for Finance.
- Processing proposals for temporary signalization at Fire Station No. 2.
- Commented on Magma Flood Control District Engineers LOMR with JD Fuller for Lower Magma Channel Project.
- Continued to provide information to Finance on FY 14/15 budget requests.
- Attended MAG Street and Specifications Committee meetings.
- ADOT Contract awarded for Work for the SR 287/79B Roundabout Town of Florence to Kittleson and survey, environmental and traffic analysis started for Project Assessment.
- Continued input on Padilla Park to include onsite Civil Improvements.
- Held discussions with various municipals and entities concerning disposal of sanitation vehicles.
- Attended PCWAA meeting.
- Reached agreement with Pinal County for intergovernmental Road Agreement for maintenance of various gravel roads, reviewing eligible roads for participation and County will rehabilitate Cooper Road with a chip/seal surfacing.
- Traffic Study analysis continued on Victory Way, Spyglass Drive and Yorktown Way.

- Traffic Study on Hunt Highway north of Franklin Road near completion; analyzing improvements.
- Traffic count and speed analysis completed on Felix Road between Hunt and Hiller alignment, preparing estimates for work to be performed and also work to be completed by Pulte.
- Completed 'No Engine Braking' analysis at various locations. Received input to Arizona Department of Transportation (ADOT) for two locations. Information to be resubmitted.
- Commented and review Intergovernmental Agreement with ADOT for strobes at Main/Butte Intersection; follow-up continued with other ADOT personnel and to prepare Encroachment Permit.
- Met with Pinal County and farmer on Canal Road maintenance; yet to be resolved with County/Town maintenance resolution.
- Previously met with Southwest Gas and advised them that regulator at Felix/Hunt intersection needed to be relocated, pending review of documents with Pulte. Awaiting results. Follow up continued, no action yet by Southwest Gas. Pulte to contact.
- Met weekly with Baxter Design Group to discuss plan review, submittals, and district engineering topics an Anthem at Merrill Ranch.

Engineering

- Performed surveillance of Florence Gardens' streets for pavement preservation.
- Completed design for rehabilitation of Hunt Highway from Town Limits to Community Facilities parcel.
- Outlined geotechnical program for Fuel Facility site.
- Provided pavement preservation description within Anthem to include pavement preservation and striping for Go Bond Issue.
- Aquifer Protection Permit for Merrill Ranch Water Reclamation Facility in Public Hearing process by ADEQ.
- Assisted ADOT right-of-way section in providing as-built information previously provided by the town for SR 79 / Diversion Dam intersection.
- Received design from Pulte for Spirit Way North Concrete Arches over the Walker Butte Wash.
- Continued review of grading plans for Territory Square Phase I 40-acre parcel.
- Completed construction of bay structure for a Public Works facility structure.
- Provided resolution to Units 9 at Anthem in regards to deficient air voids in asphalt surfacing. Awaiting test results from Pulte.
- Solicited funding from MAG for bridge over SCID Canal on East Butte. Bridge funds available but may be limited to structure itself, consult and needed to address FHWA requirement over SCID Canal.
- Performed grading inspections for Territory Square Phase 1 – 40-acre site.

- Arizona Farms Road and Judd on Attaway alignment for the Right-of-Way Permit.
- Continued discussions with ED2 on power line relocation along Diversion Dam Road.
- Continued to meet with School District to discuss drainage and right-of-way issues along Adamsville Road.
- Completed various activities related to Brunenkant Building. Roofing is unacceptable and retention withheld.
- Continued to review 30% preliminary drawing for SR 79/79B roundabout construction in County area southeast of Town Limits. Requested county to provide input.
- Continued revising and completed design for Police Department Parking Lot and Drainage Improvements at existing Police Station.
- Assisted ADOT Consultant for signalization project at Diversion Dam and SH79 in coordination with Diversion Dam Road Project.
- Willdan continued Diversion Dam Road design in accordance with their Service Contract Task Order, 98% complete drawings. Negotiating with San Carlos Irrigation District over relocation of manhole.
- Reviewing alternate design of mailbox location and approach by Postal Service just north of Yavapai Court on Florence Blvd.
- Unpaved Road status
 - a. Cooper Road right-of-way issues have being reviewed by the County and road re-alignment to be made.
 - b. Felix Road traffic analysis completed indicating the feasibility to increase speed near the 85% level. Estimate of TOF accepting road from Pulte in progress in accordance with September findings that were documented. Continued discussing right-of-way acquisition at Hunt Highway with Owner.
 - c. Canal Road to be handled under IGA with County. Canal Road to be dismissed from IGA.
 - d. Franklin Road, east of Hunt Highway completed with paving. Franklin Road west of Hunt Highway findings being evaluated for drainage improvements per findings with resultant estimates for design/construction.
- Received authorization from SCID to extend pipe with drainage ditch at Attaway/Hunt Highway intersection for possible intersection improvements; design continued.
- Investigated storm drain issues in Walker Butte wash within Anthem; evaluating results.
- Met with GEO prison officials to discuss drainage issues from State Land to the south of GEO Prisons. Research proceeding, field investigation continued.
- Received water line extension drawings to legal offices at SH79. We are awaiting ADOT permit for construction from owner.

Streets

- Performed rehabilitation of Florence Heights Road to include crack sealing and resurfacing.
- Performed blue stakes for storm drain locations
- Provided personnel, signs, and barricades for traffic control on Main Street for obliteration of pavement markings.
- Performed scheduled street sweepings.
- Performed maintenance on unpaved roads: Cooper and Christensen Roads and Canal Road.
- Reviewing and issuing right-of-way permits and follow-up inspections.
- The patch truck crew worked on street and sidewalk maintenance and water/sewer repair patches.
- Performed blue stakes on rights-of-way for storm drainage lines in areas of request.
- Crews worked on cleanups, mowing, spraying weeds, storm drain cleaning and trimming trees.
- Advised Pulte of missing street lights on Unit 21 due to change in model location.
- Disassembled and stacked 90 broken trash containers for shipment to recycler.
- Completed drainage improvements at Police Evidence Storage Building (north side).

Fleet Maintenance

- Prepared specifications and started solicitation for two (2) Police vehicles, one (1) Motor Pool vehicle, Water Truck and Street Sweeper.
- Replaced transmission on PD-G31ET
- Procured A/C Recovery Recycling System, Diagnostic System, Transmission Oil Recovery System and Coolant Recovery System.
- Replaced brakes on PD-G859FJ
- Replaced batteries on FD-G001FM
- Replaced tires on ST-005 and ST-081.
- Replaced batteries on SA-001, SA002, SA003, and SSA-008.
- Replaced pin assembly on SA-003.
- Replaced grip arm parts on SA-001.
- Installed Utility Truck Bed in WW-005.
- Replaced shocks (rear) on IT-002.

Facility Maintenance

- Completed foundation and structure for “carport” building at Community Facilities parcel south of Fire Station No. 2. Awaiting removal of modular building to complete demolition and relocation of “carport” area at old Fire Station No. 2.
- Awaiting results of HVAC (heating, ventilation and air conditioning) controls adjustment to Rooms 1202/1203 in Town Hall, before evaluation. IT to send out service contract, rooms not evaluated.

- Investigated structural crack at Fire Department Bay floor and recommended it be sealed. Researching engineered products for use; to be continued when resources available.
- State Parks to perform repair and / or replaced decking at McFarland Building, starting 7/1/14.
- Public Works man hours were expanded on facilities maintenance rather than outsourcing for contract labor.
- Minor plumbing activities took place at various facilities throughout Town including replacement of accessories.
- Performed repairs of restroom areas throughout Town including accessory replacements. Major repairs at High Profile parking lot; all work continued.
- Replacement of four (4) doors at Senior Center, pending approval of purchase order.
- Replacement of two (2) doors at Jacques Square restroom, pending approval of purchase order.

Sanitation

- Corresponded with Contractor Administrator and RAD on commercial, non-commercial and other accounts.
- Completed commercial service reconnaissance for sanitation services.
- Completed installation of “No Dumping” signs.

Cemetery

- Two (2) funerals were held.
- Nine (9) inquiries on cemetery plots were discussed.
- Two (2) plots were sold.
- Investigating monument placement at Cemetery for rules/regulation, building safety and right-of-way issues.

Public Works CIP Projects

June-14

Highway Users

Name	Status
Florence Heights Street Improvements	Received SCID Board Approval, IGA prepared. Met with ADOT on permitting again. ADOT review for signalization indicated not needed. Final Permitting Application to be submitted. Redesign in progress due to SR79/79B Project and adjacent development.
Diversion Dam Road Improvements	Reviewed documents for ADOT permit submittal. Redesign continued with Minor Arterial Road classification. Awaiting ADOT environmental clearances Design 98% complete. Streetlight design completed.
Adamsville Road	Revised water lines on Central to accommodate High School expansion. Attempting to acquire additional right-of-way from school district west of Central. Willow/Central sidewalk design started.
Hunt Highway	Overlay and milling from 2900 I.f. west of Attaway end of Hunt Highway Phase III proposal received, being evaluated. RFP being prepared for FY 14/15
Roundabout (SR 79B/287)	ADOT Design Contract received. Kick-off meeting held
Hunt Highway Improvements at Fire Station No. 2	Driveway access completed for Phase I. Signalization Drawings received for review and commented on. RFP being prepared for construction of signal.
Pinal Street Drainage	Pending Territorial Square hydraulics
Main Street Crosswalk Improvements	Revisions to color scheme being formulated in regards to color and technique.

Miscellaneous

Name	Status
Pavement Projects	Pavement assessment performed, completed. Piggyback pricing received from Pinal County. Felix Road remediation being evaluated for costs. East Butte Microseal (pending RFP).
Merrill Ranch Water Reclamation Facility	Final Permit for Public Hearing with ADEQ in process.
CAG 208 Plan	Evaluating proposal in conjunction with Johnson Utilities.
Community Facilities Parcel	Construction of "Bay" structure completed. Property demolition started.
Main Street Extension	Design completed for internal streets communication with ADOT to start for SR 79.

Facilities

Name	Status
PD Evidence Storage	Scope consolidation and engineering revision being designed.
PD Drainage	Design document in process.
Brunenkant Building	Project started and approximately 100% complete. Roofing punchlist resulted in retention being withheld.
Credit Union TI	As-built by Architect completed. Design next fiscal year.



TOWN OF FLORENCE
UTILITIES DEPARTMENT
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FAX: 520-868-8326

MEMORANDUM

To: Charles Montoya, Town Manager
Lisa Garcia, Deputy Town Manager

From: John V. Mitchell, Utilities Director

Date: July 29, 2014

Re: July 2014 Department Report

Project updates are as follows:

- Bailey Street Waterline – construction start Aug/Sep 2014
- Well 4 to Well 5 Waterline – construction start Apr/May 2015
- Well 3B – construction ongoing
- North Florence Water Tank – 60% design complete
- North Florence Water Well (Well 2) – well siting in progress; land acquisition ongoing
- SWWTP expansion & filtration system construction documents – 30% design complete
- SWWTP EPS/Chlorine Modifications/Administration Building – bid award to Currier Construction on August 18, 2014
- NWWTP Repairs – work ongoing
- SWWTP Repairs – work August 12, 2014
- SCADA award made to Ripple

Staffing updates:

- Interviews for Wastewater Treatment Plant Operator scheduled for August 7, 2014

Service Order Summary:

- Meter Activity – 107, Repair Activity – 14, Blue Stake – 35