



City of Avondale

City Council Meeting

Monday, March 2, 2020

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Veronica Malone, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Gina Montes, Assistant City Manager

Michael Wawro, City Attorney

Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting
Agenda
Monday, March 2, 2020

CITY COUNCIL CHAMBERS | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323

WORK SESSION
6:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. ENTERPRISE FUNDS BUDGET DISCUSSION

City Council will receive a general overview of the City's enterprise funds budget as part of the fiscal year (FY) 2021 budget presentation process.

3. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

REGULAR MEETING

7:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE MOMENT OF REFLECTION

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. MINUTES

City Council will consider a request to approve the minutes of the January 6, 2020 meeting. The Council will take the appropriate action.

b. FINAL PLAT – ALAMAR PHASE 2 - APPLICATION PL-19-0152

City Council will consider a request by Mr. Frank Koo, Wood, Patel & Associates, for approval of a Final Plat for Alamar Phase 2, approximately 101.43 gross acres located west of the southwest corner of Avondale Boulevard and Broadway Road. Consistent with the Preliminary Plat approved by City Council in May 2019, the proposed Final Plat will create 346 single-family residential lots, 27 common area tracts, and dedicate adjacent major collector, minor collector, and internal local streets and easements as needed to serve the future development. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item. The Council will take appropriate action.

c. RESOLUTIONS 1013-0320 AND 1014-0320 – ALAMAR PHASE 2 MAINTENANCE IMPROVEMENT DISTRICT

City Council will consider a request to approve the Petition for Formation, adopt Resolution 1013-0320 declaring its intention to form the City of Avondale Maintenance Improvement District No. 19, Alamar Phase 2, providing for the assessment, and Resolution 1014-0320 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

d. ORDINANCE 2007-0320 - ACQUISITION OF REAL PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT FOR THE NORTH AVONDALE WATER SUPPLY PROJECT

City Council will consider a request to adopt Ordinance 2007-0320 authorizing the Purchase of Real Property and a Temporary Construction Easement for the North Avondale Water Supply Project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. ORDINANCE 2008-0320 - ACQUISITION OF REAL PROPERTY LOCATED AT AVONDALE BOULEVARD AND VAN BUREN STREET

City Council will consider a request to: (a) adopt Ordinance 2008-0320 authorizing the purchase of real property located north of the northeast corner of Avondale Boulevard and Van Buren Street; (b) approve budget authorization not-to-exceed \$2,310,000 to cover the land acquisition and closing costs; (c) approve a budget amendment in the amount of 2,210,000; and (d) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2009-0320 - ACQUISITION OF REAL PROPERTY FOR THE FAIRWAY DRIVE IMPROVEMENTS - VAN BUREN STREET TO GARFIELD STREET PROJECT

City Council will consider a request to adopt Ordinance 2009-0320 authorizing the dedication, purchase or condemnation of real property for the Fairway Drive Improvements -Van Buren Street to Garfield Street Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. RESOLUTION 1015-0320, APPROVING THE FIRST AMENDMENT TO THE ALAMAR PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH BROOKFIELD LAKIN LLC – APPLICATION PL-19-0233

City Council will consider a request by Mr. Roger Theis, Brookfield Residential, to adopt Resolution 1015-0320 approving the First Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC, and authorize the Mayor or City Manager and City Clerk to execute the Agreement. The proposed Amendment to the 2018 Agreement will allow the developer to retain and convert portions of the Brookfield Lakin, LLC irrigation grandfathered rights to Type 1 Non-Irrigation rights for use in irrigating a 100-acre greenbelt system that traverses the Alamar community within multiple easement corridors, and to enter into a well license agreement with the City to withdraw City water rights for the community lake. The proposed agreement also revises the location of the planned City of Avondale public safety facility within the Alamar development to reflect the location agreed upon by the City subsequent to approval of the 2018 agreement. The Council will take appropriate action.

5. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o intérprete, deben comunicarse con la Secretaría de la Ciudad al 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Enterprise Funds Budget Discussion

MEETING DATE: 3/2/2020

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will receive a general overview of the City's enterprise funds budget as part of the fiscal year (FY) 2021 budget presentation process.

BACKGROUND:

This is one in a series of presentations regarding the development of the fiscal year (FY) 2021 budget.

This presentation will give a general overview of the City's enterprise fund budgets. Emphasis will be placed on the water fund and wastewater fund which are used for the delivery of utility services to the public.

DISCUSSION:

The information presented will lead to future discussions around the FY2021 budget. These discussions will assist the Mayor and Council in making informed decisions about the City's operations.

BUDGET IMPACT:

The information presented will lead to future discussions around the FY2021 budget. These discussions will assist the Mayor and Council in making informed decisions about the City's operations.

RECOMMENDATION:

This item is for information and discussion only.



CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 3/2/2020

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the minutes of the January 6, 2020 meeting. The Council will take the appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the January 6, 2020 City Council Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
January 6, 2020

A **Work Session** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:34 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Councilmembers Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson, and Mike Pineda.

Note: Mayor Kenn Weise attended the meeting by telephone.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Kevin Murphy, Director of Development & Engineering Services; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Approximately five members of the public were present.

1 ROLL CALL BY THE CITY CLERK

2. 2020 STATE LEGISLATIVE AGENDA

Council reviewed and provided guidance to staff on the proposed 2020 City of Avondale State Legislative Agenda. This report presents state legislative policy priorities that have been identified by staff as well as the Council.

Jessica Blazina, Intergovernmental Administrator, stated that it is her role to serve as the voice of the City at the State Legislature. She works closely with the League of Arizona Cities and Towns to advocate issues important to Avondale. She works with legislators to advocate for and against bills and reports back to City Council with updates. On Monday, January 13th, the 54th Legislature will be declared in session. Governor Ducey will deliver his executive budget later that week. It is not anticipated that there will be any cuts to shared revenue. The House and Senate plan to release their independent budgets the second or third week of January with threats of halting legislative action, if there is not agreement between the two chambers by crossover week, which occurs during the week of February 21st. The hope is to prevent lawmakers from using thin margins to advance their pet causes. Small group meetings will begin this week in the Senate, with room to add specific funding projects to their budget. Avondale's guiding principles include: Preserve local funding mechanisms; preserve local decision-making authority; maintain flexibility in service delivery.

Key issues this year include:

- Executive Sessions (League Resolution)
- Firefighter Cancer Presumption
- Public Safety Personnel Retirement System (PSPRS)
- Tobacco/Vaping
- League resolution regarding short-term rentals
- Marijuana
- HURF – Highway User Revenue Fund

The League resolution regarding executive session was brought as an issue by the City of Avondale to the League of Arizona Cities and Towns at their annual resolutions meeting in August. It supports legislative changes to executive session law that would take discussing security measures into account. It was introduced by Representative Diego Espinoza. A companion bill was introduced in the Senate.

The firefighter cancer presumption has been addressed in the media frequently. Cancer that relates to fire personnel is a statewide issue. Cities have mutual aid agreements in place with surrounding cities for fire services. Cancer rates are higher for firefighters, as evidenced by studies. Avondale is seeking a statewide approach that would provide a safety net, so that cities and fire districts are able to provide funding to support personnel. The League will distribute a best practices document that will help cities mitigate these issues. It is anticipated that there will be several related bills in the legislature.

The PSPRS has seen some funding challenges in the past. Avondale is working closely with PSPRS, the League and legislature to ensure that the City remains vigilant as it relates to cost increases for cities and towns.

The Centers for Disease Control and Prevention is seeing an outbreak of lung injuries associated with vaping. Goodyear recently raised the age to purchase vaping products to 21. Other communities have taken similar action. Cities support legislative efforts to treat vaping products which would allow them to address local concerns. It is anticipated that the conversation on this issue will commence early in the legislative session.

The League has a resolution regarding short-term rentals. Cities will assist the League in supporting efforts to address the issues occurring with short-term rentals. While this is not necessarily a predominant issue in Avondale currently, the City will support the League in addressing issues faced by other Arizona cities.

There is a resolution on the 2020 ballot addressing recreational adult use marijuana. The League will not take a position on the issue; however, cities are watching the legislation to ensure there are options to regulate adult use dispensaries.

The City is watching the HURF process to endure full funding for the City.

Mayor Weise commented that the issue of cancer prevalence for firefighters is not one that a City can address on its own and he supports a regional, statewide approach. Ms.

Blazina stated that the League has been engaged with members of the legislature and representatives from the firefighters to discuss ways to approach the issue. The hope is to bring together a compromised package.

Mayor Weise said that if Avondale is dissatisfied with the way the State handles the vaping issue, especially when it comes to teens, the City is willing to explore other options. He would like to discuss this with Council Members in the near future.

Vice Mayor Dennis addressed PSPRS and asked about the percentage of growth in the last couple of years. Lindsey Duncan, Finance and Budget Director, stated Avondale has separate plans for police and fire and the percentage rate for the employer contribution has increased by approximately 2 to 3 percent over the last couple of years and it is continuing to increase. In response to an inquiry by Vice Mayor Dennis, Mr. Montoya explained the Arizona League of Cities and Towns is working to determine what it would take for the state to get funding at 90% capacity.

3 ADJOURNMENT

There being no further business before the Council, Council Member Pineda moved to adjourn the Work Session meeting; Council Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 6:48 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:00 p.m.

Vice Mayor Dennis led the Pledge of Allegiance.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Councilmembers Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson, and Mike Pineda.

Note: Mayor Kenn Weise attended the meeting by telephone.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Kevin Murphy, Director of Development & Engineering Services; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Approximately five members of the public were present.

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

Mr. Jeff Uber, local resident, addressed revitalization of Historic Avondale and requested a change of venue for City Council to come to Sam Garcia Library to meet with business owners and discuss activity in the area.

3. PRESENTATION ITEMS

a. NEW EMPLOYEE INTRODUCTION

Tracy Stevens, Deputy City Manager, introduced the new Director of Development & Engineering Services, Kevin Murphy.

b. PROCLAMATION FOR SPEAK UP, STAND UP, SAVE A LIFE

Mayor and Council issued a Proclamation recognizing the month of January 2020 as Speak Up, Stand Up, Save a Life Month.

Joseph Ortiz, Director of Public Relations and Marketing for the Tolleson Union High School District, was present to accept the Proclamation. He explained the statewide conference will be taking place January 21st.

Gina Godbehere, one of the organization founders, discussed the founding of the movement four years ago after a tragedy in the West Valley. Avondale has been a partner from the beginning. As of last year, they have grown to 156 schools throughout the State. Currently, a child is lost to suicide every 5.5 days. The organization addresses vaping, bullying and substance abuse. There is a focus on identifying the universal warning signs for suicide and providing youth with guidance in reaching out to trusted adults. She thanked Avondale for being a conference sponsor and invited City Council to be VIP guests. Council Member Conde and Council Member Malone spoke about their experience attending and serving last year. Vice Mayor Dennis read the proclamation.

4. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.

Council members may pull items from consent if they would like them considered separately.

Mayor Weise asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member Malone, seconded by Council Member Conde, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the November 18, 2019 City Council Meeting Minutes.

b. TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF AVONDALE AND ZAYO, LLC.

City Council approved a new Wired Telecommunications License and Right of Way Use Agreement with Zayo, LLC to allow the placement of fiber telecommunication infrastructure in the City right of way, and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

c. FISCAL YEAR 2018-2019 YEAR END BUDGET AMENDMENT

City Council approved a budget amendment for Fiscal Year 2018-2019 (FY2019), utilizing savings in the Finance and Budget Department's budget to cover budget overages caused by an accounting adjustment.

d. RESOLUTION 1002-0120 ECONOMIC DEVELOPMENT AGREEMENT WITH MGN1 LLC

City Council adopted Resolution 1002-0120, approving an Economic Development Agreement with MGN1 LLC not to exceed \$300,000 towards the reimbursement of public improvements for the construction of a business service hotel and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

e. RESOLUTION 1003-0120 SUPPORTING TRELIS GRANT APPLICATION TO MARICOPA COUNTY FOR HOME COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) FUNDS

City Council adopted Resolution 1003-0120 associated with a grant application submitted by Trellis to Maricopa County for HOME CHDO funds, and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

f. ORDINANCE 2001-0120 ROOSEVELT IRRIGATION DISTRICT AGREEMENT AND PERPETUAL EASEMENT FOR WATER AND SEWER PIPELINES.

City Council adopted Ordinance 2001-0120 for an Agreement and dedication of a Perpetual Easement with the Roosevelt Irrigation District (RID) for the City of Avondale to operate, repair and maintain water and sewer lines and associated facilities across RID right-of-way and authorized the Mayor, or City Manager and City Clerk to execute the necessary documents.

g. ORDINANCE 2002-0120 SALE OF REAL PROPERTY LOCATED AT 801 N AVONDALE BOULEVARD

City Council adopted Ordinance 2002-0120 authorizing the sale of real property located at 801 N Avondale Boulevard and authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

a. PUBLIC HEARING EXTENDING THE LOCALLY CONTROLLED ALTERNATIVE EXPENDITURE LIMITATION HOME RULE OPTION

City Council held the second of two required public hearings on the alternative expenditure limitation – home rule option.

Lindsey Duncan, Director of Finance and Budget Services, stated that on November 27th and December 4th, public notices of these hearings were published for the state-imposed expenditure limitation Home Rule continuation. The State Home Rule Arizona Expenditure Limitation is governed by the Arizona Constitution and otherwise in State statute. The State statutes implies the adoption of a balanced budget. The estimated resources in the budget should be equal to or greater than the appropriated expenditures. In addition, the Constitution imposes an expenditure limitation for all cities and towns, based on Fiscal Year 1980, which is then adjusted annually for population growth and inflation. An expenditure limitation alternative may be approved at a local election, when that base limit as calculated by the State is insufficient for the City's needs.

Avondale has had successful Home Rule elections in a number of years, most recently in 2016, wherein 86 percent of the electorate voted yes, and 14 percent voted no. The Home Rule election may be referred to the voters by a two-thirds vote of the City Council and may be placed on the ballot for regularly scheduled election for nomination or election of council members. For Avondale, this would apply to a date of August 4th of this year. If approved, the limitation applies to the four succeeding fiscal years, meaning that 2020 approval would apply to Fiscal Year 2022 through Fiscal Year 2025.

Next steps include the following:

- January 6 – Special City Council meeting to consider adoption of a Resolution
- January 15/17 - Publication of City Council Vote
- April – Analysis and Resolution to be Sent to Auditor General
- May – Staff to Draft the Publicity Pamphlet
- August 4 – Election

Tonight's action is to hold the second public hearing on the proposed Home Rule option.

Vice Mayor Dennis opened the public hearing for public comment. There were no comments. Vice Mayor Dennis closed the public hearing.

6. ADJOURNMENT

There being no further business before the Council, Council Member Nielson moved to adjourn the Regular Meeting; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:21 p.m.

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 7:21 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Pat Dennis; Councilmembers Tina Conde, Bryan Kilgore, Veronica Malone, Curtis Nielson, and Mike Pineda.

Note: Mayor Kenn Weise attended the meeting by telephone.

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Michael Wawro, City Attorney; Marcella Carrillo, City Clerk; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Lindsey Duncan, Finance and Budget Director; Kirk Haines, Parks and Recreation Director; Kevin Murphy, Director of Development & Engineering Services; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Community Relations and Public Affairs Director.

Audience: Approximately five members of the public were present.

1. ROLL CALL NOTED BY THE CITY CLERK

2. RESOLUTION 1001-0120 EXTENDING THE LOCALLY CONTROLLED ALTERNATIVE EXPENDITURE LIMITATION HOME RULE OPTION

Lindsey Duncan, Director of Finance and Budget Services, introduced the item and requested City Council vote on a Resolution proposing a proposition to the voters for approval.

Council Member Pineda moved to adopt Resolution 1001-0120 proposing to submit to the qualified electors at the August 4, 2020 election a question to continue an alternative expenditure limitation home rule option, in place of that provided by the State of Arizona and authorized the Mayor or City Manager and City Clerk to execute the necessary documents; Council Member Kilgore seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

3. ADJOURNMENT INTO EXECUTIVE SESSION

There being no further business before the Council, Council Member Nielson moved to adjourn the Special Meeting into Executive Session pursuant to Ariz. Rev. Stat. § 38431.03(A)(7) for the purpose of discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase of real property located at 100 N. Clubhouse Dr.; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:23 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session, Regular Meeting, and Special Meeting of the Council of the City of Avondale held on the 6th day of January 2020. I further certify that the meeting was duly called and held and that the quorum was present.

Marcella Carrillo, City Clerk

CITY COUNCIL REPORT

SUBJECT: Final Plat – Alamar Phase 2 - Application PL-19-0152

MEETING DATE: 3/2/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. Frank Koo, Wood, Patel & Associates, for approval of a Final Plat for Alamar Phase 2, approximately 101.43 gross acres located west of the southwest corner of Avondale Boulevard and Broadway Road. Consistent with the Preliminary Plat approved by City Council in May 2019, the proposed Final Plat will create 346 single-family residential lots, 27 common area tracts, and dedicate adjacent major collector, minor collector, and internal local streets and easements as needed to serve the future development. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for this parcel as a separate agenda item. The Council will take appropriate action.

BACKGROUND:

Alamar Phase 2 is approximately 101.43 gross acres of property located west of the southwest corner of Avondale Boulevard and Broadway Road (Exhibit A). The property, which was annexed in May 2018, is zoned Planned Area Development (PAD), part of the 1,124-acre Alamar (formerly Lakin Properties) PAD approved by City Council in May 2018 (Exhibit B). The approved Alamar PAD allows for development of single-family residences of varying lot sizes on the Phase 2 property.

A Preliminary Plat for Alamar Phase 2 was approved by City Council in May 2019 (Exhibit E). The approved Preliminary Plat allows for development of Phase 2 with a total of 346 single-family residential lots, a combination of one-hundred seventy-two (172) minimum 5,175 square foot lots (45'x115'), ninety-nine (99) minimum 6,000 square foot lots (50'x120'), and seventy-five (75) minimum 7,200 square foot lots (60'x120'). The Phase 2 Preliminary Plat also established common area tracts for development of parks and landscaping totaling 22.2 acres and a 21.2-acre tract for a future Littleton Elementary School District school immediately north of Broadway Road.

The majority of the Phase 2 property (Exhibit C) features a General Plan Land Use Map designation of Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5. The northeast corner of the Phase 2 parcel is designated Medium/High Density Residential (MHDR). The MHDR designation allows for a range of residential uses including single-family detached homes, single-family attached homes, townhomes, condominiums, patio homes, and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). Lastly, the southern end of the site is designated Estate Low Density Residential (ELDR). The ELDR category allows for development of detached single-family residential homes, potentially including an equestrian component, at a density of 1 to 2.5 dwelling units per acre (1 du/acre target density). The approved Alamar PAD includes an allowance for density transfers that

provides for incremental lot size variation across multiple General Plan land use categories provided the total units fall within the allowed density ranges for the land use categories. The total overall units included in this phase complies with the underlying General Plan land use designations over the phase's total acreage, as described above.

Phase 2 is surrounded on all sides by other portions of the master-planned Alamar development as follows:

North: Across Broadway Road, a future Elementary School site for Littleton Elementary School District, zoned Alamar Planned Area Development (PAD).

East: Alamar Phase 1, consisting of 461 single-family residential lots and associated open space on approximately 138.57 acres, zoned Alamar PAD. Phase 1 is currently under construction.

South: Alamar Phase 3, consisting of 317 single-family residential lots and associated open space on approximately 111.7 acres, zoned Alamar PAD. A Preliminary Plat for Phase 3 was approved by City Council in May 2019; the Final Plat for Phase 3 has not yet been submitted.

West: A future phase within the "Southwest" quadrant of Alamar. The area of the future phase, lot quantities, and lot sizes will be determined when a Preliminary Plat is submitted in conformance with the property's Alamar PAD zoning.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Final Plat for Alamar Phase 2 (Exhibit F). In conformance with the approved Alamar Phase 2 Preliminary Plat, the proposed Final Plat subdivides the 101.53 gross acre property into a total of 346 single-family residential lots. The lots created within this phase are a mix of three (3) different minimum lot sizes, as follows:

- One-hundred and seventy-two (172) lots with a minimum area of 5,175 square feet, primarily located in the southern half of Phase 2. This lot type provides for a minimum lot width of forty-five (45) feet and a minimum lot depth of one-hundred and fifteen (115) feet.
- Ninety-nine (99) lots with a minimum area of 6,000 square feet, primarily located in the northwestern quadrant of Phase 2. This lot type provides for a minimum lot width of fifty (50) feet and a minimum lot depth of one-hundred and twenty (120) feet.
- Seventy-five (75) lots with a minimum area of 7,200 square feet, primarily located in the northeastern quadrant of Phase 2. This lot type provides for a minimum lot width of sixty (60) feet and a minimum lot depth of one-hundred and twenty (120) feet.

Additionally, the proposed Final Plat creates 27 common area tracts for active and passive open space totaling 22.2 acres. Open spaces within this phase of development include:

- Three Neighborhood Parks (Tracts F, I, and M) – Each of these parks, which range in area from 0.3 to 0.4 acres, will provide creative play opportunities with programming specific to each neighborhood's needs including ramadas, children's play areas, picnic shelters, and shade structures. These parks will not include any retention areas so as to remain usable at all times.
- Connections to the comprehensive planned trails network located in powerline corridors within Alamar are provided. This trails system will eventually connect with the Parkway Trail Link, the East-West Connector Trail, and the Regional Trail Connector.

Because Brookfield Development's school site agreement with Littleton Elementary School District requires

conveyance of the school site from the developer to the district through a metes and bounds legal conveyance rather than as a platted tract, the school site is not included in the Phase 2 Final Plat.

Vehicular access to this phase is from Alamar Parkway, a minor collector street along Phase 2's eastern edge being constructed by the developer with Phase 1, and from El Mirage Road, a minor collector street along Phase 2's western edge that will be constructed by the developer with Phase 2. Both of these minor collector streets connect north to Broadway Road, a major collector street which extends east to Avondale Boulevard and north, after becoming El Mirage Road, to Lower Buckeye Road. The proposed Final Plat dedicates rights-of-way and easements to accommodate future street improvements by the developer, including:

- The full width for Broadway Road/El Mirage Road, a Major Collector roadway, from its current terminus at Alamar Parkway to Illini Street on the southern edge of the Las Ligas neighborhood. This street is named Broadway Road until it begins to turn north, at which point it becomes El Mirage Road.
- The full width for El Mirage Road, a Minor Collector roadway, from Broadway Road south to the existing El Mirage Road alignment southwest of Phase 2. In this location, El Mirage Road is a Minor Collector street.
- The full width for all local streets internal to Phase 2 that will provide access to each of the phase's 346 lots.

All streets adjacent to and within Phase 2 will be public; the Alamar Community Association will be responsible for maintaining all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians. City Council will consider adoption of Resolutions forming a Maintenance Improvement District (MID) for the Alamar Phase 2 subdivision as a separate agenda item. The MID mechanism allows the City to assume maintenance responsibilities for the community's open space and landscaping in the event that the HOA goes defunct, providing for an assessment of properties to cover the maintenance costs.

PUBLIC PARTICIPATION:

Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Final Plat applications.

ANALYSIS:

- The proposed Final Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, Alamar Planned Area Development (PAD), and Alamar Pre-Annexation Development Agreement (PADA), and meets all conditions of these prior approvals.
- The proposed Final Plat conforms to the approved Preliminary Plat for Alamar Phase 2 and dedicates rights-of-way and easements as necessary to serve the future development.
- All conditions of Alamar Phase 2 Preliminary Plat approval that are required to be completed prior to Final Plat approval have been completed.

DISCUSSION:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
2. The proposed Final Plat is in conformance with the Alamar PAD Development Plan, including conditions of approval, and the Alamar Pre-Annexation Development Agreement.
3. The proposed Final Plat is in conformance with the approved Alamar Phase 2 Preliminary Plat, including conditions of approval.
4. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Create and support diverse recreation and education opportunities

- STRATEGIC GOAL: Provide multi-generational recreation events and programs.

BUDGET IMPACT:

No budget impacts.

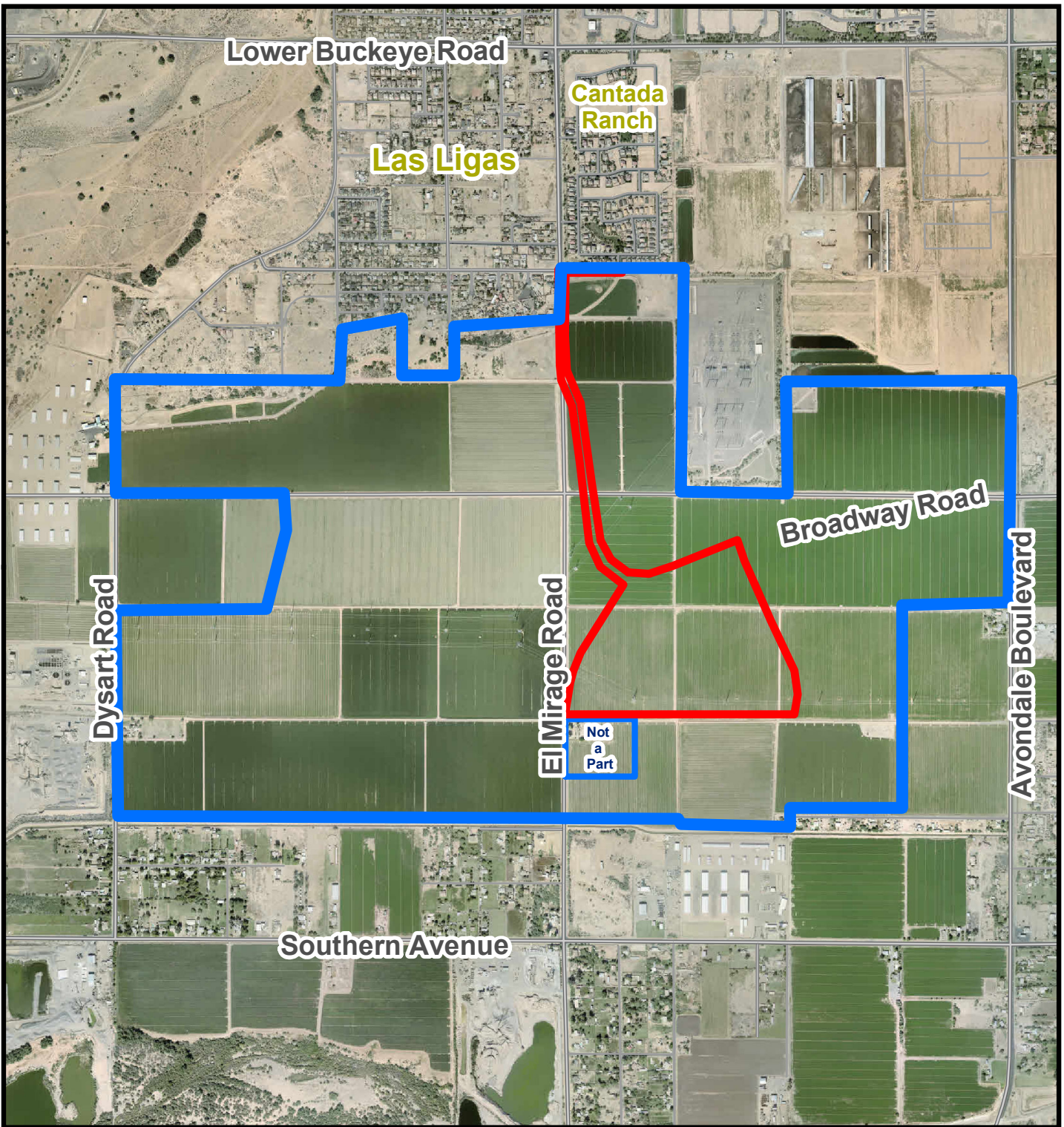
RECOMMENDATION:

No public hearing is required. The City Council will **APPROVE** Application PL-19-0152 Alamar Phase 2, a request for approval of the Final Plat for Alamar Phase 2, subject to the following one (1) condition of approval:

1. The recorded plat shall be in conformance with the Alamar Phase 2 Final Plat submitted on January 22, 2020.

PROPOSED MOTION:

I move that City Council **APPROVE** Application PL-19-0152 Alamar Phase 2, a request for approval of the Final Plat for Alamar Phase 2, subject to one (1) recommended condition of approval as listed in the staff report.



Aerial Photograph

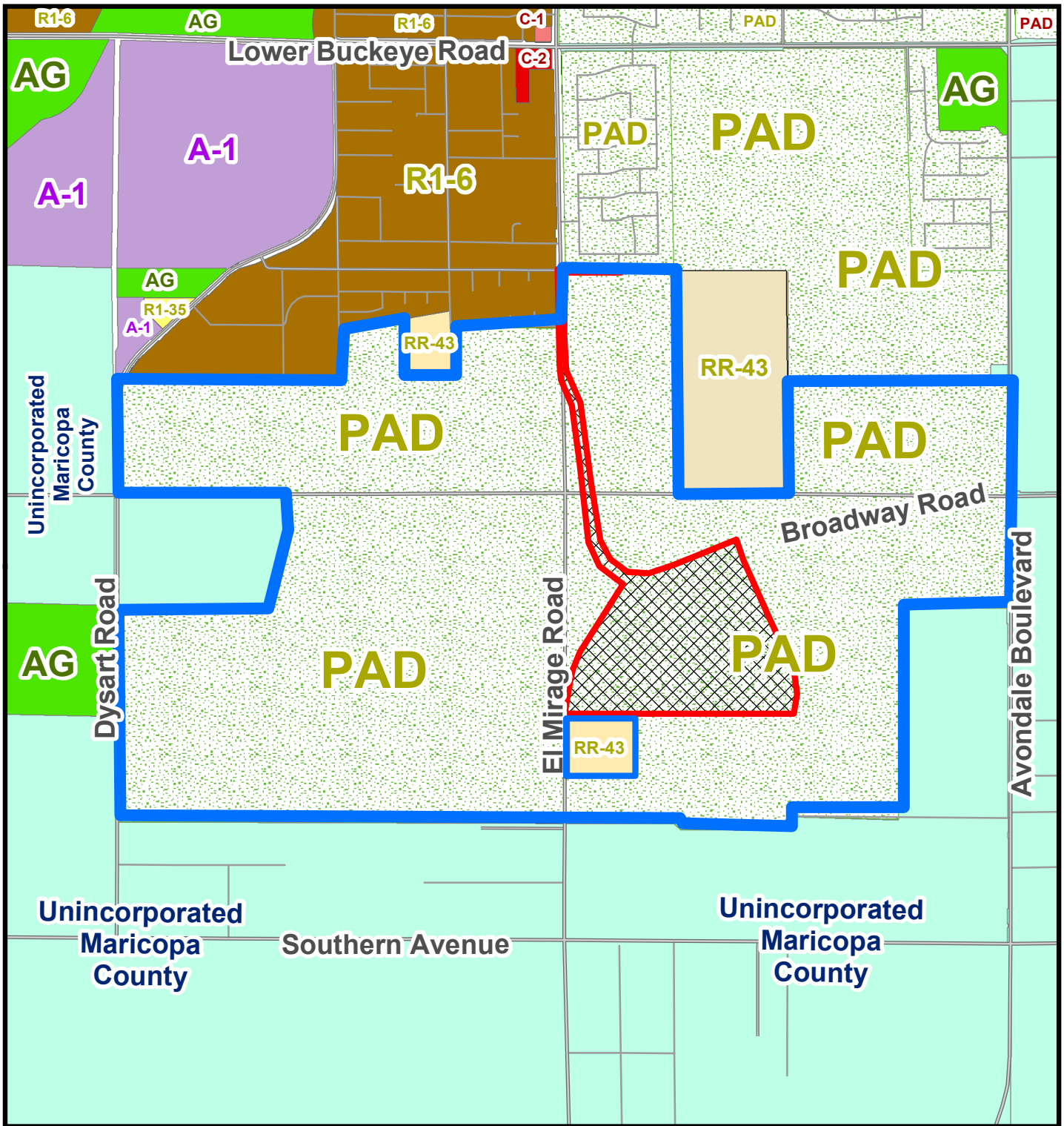


Alamar



Phase 2





Zoning Vicinity Map

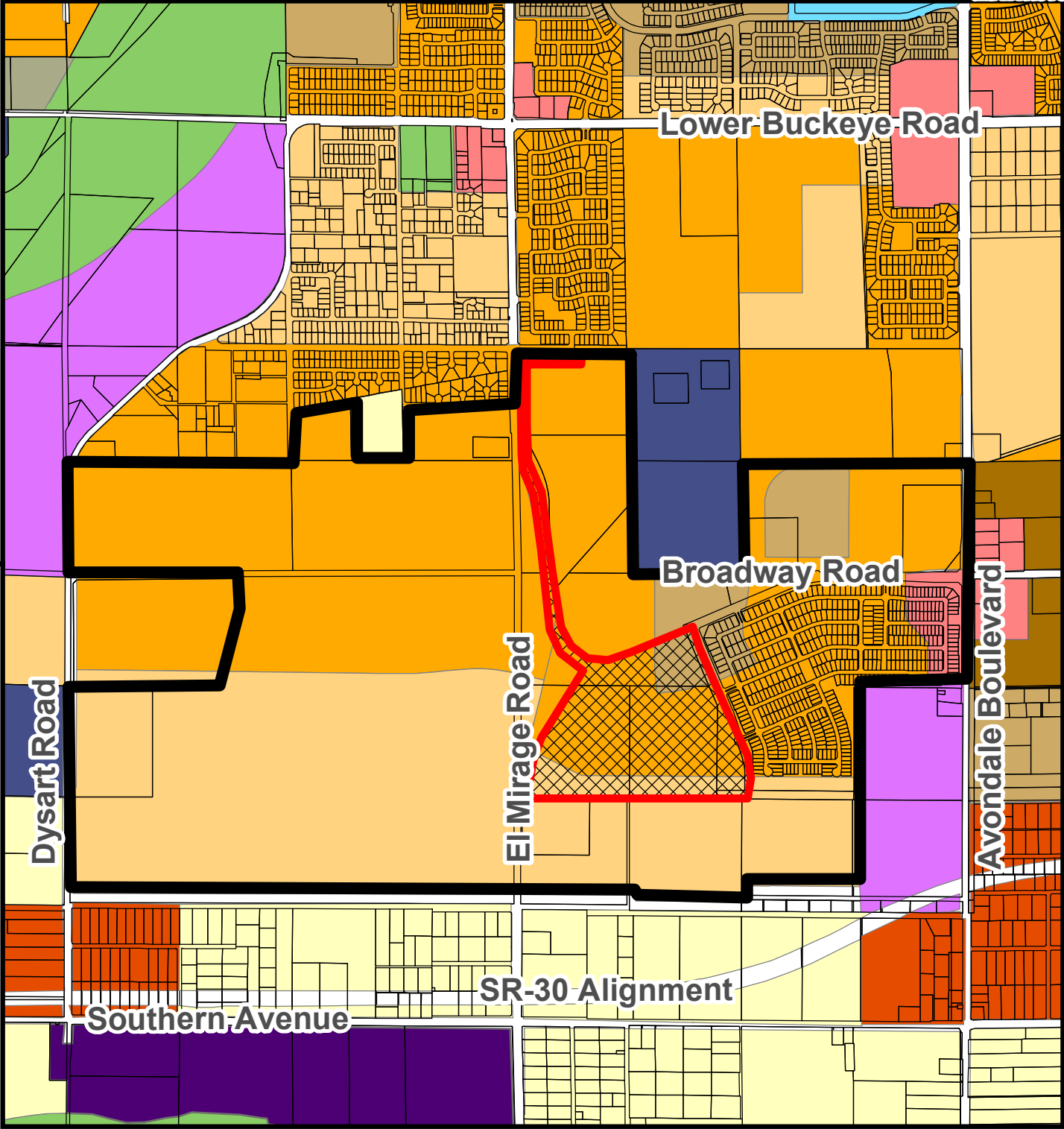


Alamar



Phase 2





General Plan Land Use Map



- | | | |
|--------------------------------|---------------------------------|----------------------|
| Rural Low Density Residential | Medium/High Density Residential | Freeway Commercial |
| Estate Low Density Residential | High Density Residential | Local Commercial |
| Medium Density Residential | Mixed Use | Public/Civic |
| Education | Corporate Park | Open Space and Parks |
- Alamar Phase 2



*SUMMARY OF RELATED FACTS
APPLICATION PL-19-0152*

<i>THE PROPERTY</i>	
PARCEL SIZE	101.43 gross acres
LOCATION	West of the southwest corner of Avondale Boulevard and Broadway Road
EXISTING LAND USE	Agricultural
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	The property was annexed and zoned Lakin Property Planned Area Development (PAD) in May 2018. The approved PAD allows for single-family residential use of the subject property consisting of varying lot sizes. The name of the PAD has since been changed to Alamar. A Preliminary Plat for Alamar Phase 2 was approved by Council in May 2019. The approved Preliminary Plat provides for 346 single-family residential lots, including 172 5,175 square foot lots (45'x115'), 99 6,000 square foot lots (50'x120'), and 75 7,200 square foot lots (60'x120').
DEVELOPMENT AGREEMENT	A Pre-Annexation Development Agreement (PADA) with Brookfield Residential was approved in May 2018. The primary functions of the PADA are to specify the developer's on-site and off-site construction responsibilities (streets, community park, utilities, etc.) pertaining to the Alamar master planned development and to establish the protocol for developer reimbursement towards the City's acquisition of the Rigby Water Company.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Across Broadway Road, a future Elementary School site for Littleton Elementary School District, zoned Alamar Planned Area Development (PAD).
EAST	Phase 1 of Alamar, consisting of 461 single-family residential lots and associated open space on approximately 138.57 acres, zoned Alamar PAD. Phase 1 is currently under construction.
SOUTH	Phase 3 of Alamar, consisting of 317 single-family residential lots and associated open space on approximately 111.7 acres, zoned Alamar PAD. A Preliminary Plat for Phase 3 was approved by City Council in May 2019; the Final Plat for Phase 3 has not yet been submitted.
WEST	A future phase within the "Southwest" quadrant of Alamar. The area of the future phase, lot quantities, and lot sizes will be determined when a Preliminary Plat for that future phase is submitted in conformance with the property's Alamar PAD zoning.

<i>GENERAL PLAN</i>	
The majority of the Phase 2 property features a General Plan Land Use Map designation of	

Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5. In addition, the northeast corner of the parcel is designated Medium/High Density Residential (MHDR). The MHDR designation allows for a range of residential uses including single-family detached homes, single-family attached homes, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). Lastly, the southern end of the site is designated Estate Low Density Residential (ELDR). The ELDR category allows for development of detached single-family residential homes, potentially including an equestrian component, at a density of 1 to 2.5 dwelling units per acre (1 du/acre target density).

The Alamar PAD includes an allowance for density transfers that ensure a variety of land use and densities occur in incremental stages. The total overall units included in this phase complies with the underlying General Plan land use designations as described above.

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school will be located north of Phase 2, north of Broadway Road.
HIGH SCHOOL	La Joya Community High School, located at the southwest corner of Durango Street and Avondale Boulevard

<i>STREETS</i>	
Broadway Road (becoming) El Mirage Road	
Classification	Major Collector
Existing half-street ROW	None
Standard half-street ROW	50 feet
Existing half-street improvements	None
Standard half-street improvements	2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
El Mirage Road (South of Broadway Road)	
Classification	Minor Collector
Existing half-street ROW	None
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements	1 travel lane, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
Neighborhood Streets (Multiple)	
Classification	Modified Public Local
Existing half-street ROW	None
Standard half-street ROW	25 feet
Existing half-street improvements	None
Standard half-street improvements	1 travel lane, curb and gutter, attached sidewalks, street lights and landscaping.

UTILITIES

The developer of Alamar is installing a 16" water line from Avondale Boulevard to Alamar Parkway in Phase 1. With Phase 2, the developer will extend this new 16" line west and north from Alamar Parkway to Illini Street in the Broadway Road/El Mirage Road alignment.

Phase 2 will tie sewer service into an existing 36" trunk line that runs in an easement parallel to the power line corridor along the south edge of the site.

SRP provides electrical service in this portion of Avondale.

Exhibit E

Approved Preliminary Plat

Alamar Phase 2

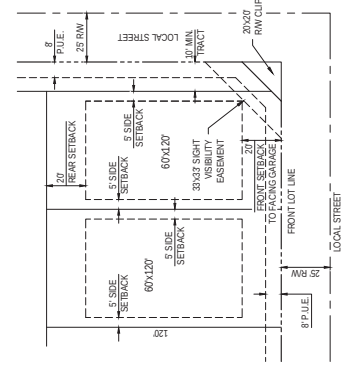
TRACT TABLE

Lot Number	Square Feet	Acres	Type	Size	Residential	Zoning	Type	Size	Acres	Feet	Square	Type	Size	Residential	Zoning	Type	Size	Acres	Feet	Lot Number	Square Feet	Acres	Type	Size	Residential	Zoning	Type	Size	Acres	Feet	
81	6403.3	0.147	50x120	MOR	161	6814.6	0.135	50x120	MOR	241	5399.2	0.124	45x115	MOR	241	5399.2	0.124	45x115	MOR	241	5399.2	0.124	45x115	MOR	241	5399.2	0.124	45x115	MOR	241	5399.2
82	6439.0	0.147	50x120	MOR	162	6899.3	0.147	50x120	MOR	242	5399.2	0.124	45x115	MOR	242	5399.2	0.124	45x115	MOR	242	5399.2	0.124	45x115	MOR	242	5399.2	0.124	45x115	MOR	242	5399.2
83	6541.5	0.147	50x120	MOR	163	6900.0	0.138	50x120	MOR	243	5399.2	0.124	45x115	MOR	243	5399.2	0.124	45x115	MOR	243	5399.2	0.124	45x115	MOR	243	5399.2	0.124	45x115	MOR	243	5399.2
84	6541.5	0.147	50x120	MOR	164	6900.0	0.138	50x120	MOR	244	5399.2	0.124	45x115	MOR	244	5399.2	0.124	45x115	MOR	244	5399.2	0.124	45x115	MOR	244	5399.2	0.124	45x115	MOR	244	5399.2
85	6489.6	0.134	50x120	MOR	165	6900.0	0.138	50x120	MOR	245	5399.2	0.124	45x115	MOR	245	5399.2	0.124	45x115	MOR	245	5399.2	0.124	45x115	MOR	245	5399.2	0.124	45x115	MOR	245	5399.2
86	6184.6	0.142	50x120	MOR	166	6900.0	0.138	50x120	MOR	246	5399.2	0.124	45x115	MOR	246	5399.2	0.124	45x115	MOR	246	5399.2	0.124	45x115	MOR	246	5399.2	0.124	45x115	MOR	246	5399.2
87	6200.0	0.142	50x120	MOR	167	6900.0	0.138	50x120	MOR	247	5399.2	0.124	45x115	MOR	247	5399.2	0.124	45x115	MOR	247	5399.2	0.124	45x115	MOR	247	5399.2	0.124	45x115	MOR	247	5399.2
88	6900.0	0.138	50x120	MOR	168	6900.0	0.138	50x120	MOR	248	5399.2	0.124	45x115	MOR	248	5399.2	0.124	45x115	MOR	248	5399.2	0.124	45x115	MOR	248	5399.2	0.124	45x115	MOR	248	5399.2
89	6900.0	0.138	50x120	MOR	169	6900.0	0.138	50x120	MOR	249	5399.2	0.124	45x115	MOR	249	5399.2	0.124	45x115	MOR	249	5399.2	0.124	45x115	MOR	249	5399.2	0.124	45x115	MOR	249	5399.2
90	6466.6	0.147	50x120	MOR	170	6900.0	0.138	50x120	MOR	250	5399.2	0.124	45x115	MOR	250	5399.2	0.124	45x115	MOR	250	5399.2	0.124	45x115	MOR	250	5399.2	0.124	45x115	MOR	250	5399.2
91	6150.0	0.141	50x120	MOR	171	6900.0	0.138	50x120	MOR	251	5399.2	0.124	45x115	MOR	251	5399.2	0.124	45x115	MOR	251	5399.2	0.124	45x115	MOR	251	5399.2	0.124	45x115	MOR	251	5399.2
92	6150.0	0.141	50x120	MOR	172	6900.0	0.138	50x120	MOR	252	5399.2	0.124	45x115	MOR	252	5399.2	0.124	45x115	MOR	252	5399.2	0.124	45x115	MOR	252	5399.2	0.124	45x115	MOR	252	5399.2
93	6150.0	0.141	50x120	MOR	173	6900.0	0.138	50x120	MOR	253	5399.2	0.124	45x115	MOR	253	5399.2	0.124	45x115	MOR	253	5399.2	0.124	45x115	MOR	253	5399.2	0.124	45x115	MOR	253	5399.2
94	7764.4	0.176	50x120	MOR	174	7115.0	0.164	50x120	MOR	254	5399.2	0.124	45x115	MOR	254	5399.2	0.124	45x115	MOR	254	5399.2	0.124	45x115	MOR	254	5399.2	0.124	45x115	MOR	254	5399.2
95	6544.5	0.150	50x120	MOR	175	7115.0	0.164	50x120	MOR	255	5399.2	0.124	45x115	MOR	255	5399.2	0.124	45x115	MOR	255	5399.2	0.124	45x115	MOR	255	5399.2	0.124	45x115	MOR	255	5399.2
96	6445.1	0.147	50x120	MOR	176	7115.0	0.164	50x120	MOR	256	5399.2	0.124	45x115	MOR	256	5399.2	0.124	45x115	MOR	256	5399.2	0.124	45x115	MOR	256	5399.2	0.124	45x115	MOR	256	5399.2
97	6370.9	0.146	50x120	MOR	177	7115.0	0.164	50x120	MOR	257	5399.2	0.124	45x115	MOR	257	5399.2	0.124	45x115	MOR	257	5399.2	0.124	45x115	MOR	257	5399.2	0.124	45x115	MOR	257	5399.2
98	6416.6	0.147	50x120	MOR	178	7115.0	0.164	50x120	MOR	258	5399.2	0.124	45x115	MOR	258	5399.2	0.124	45x115	MOR	258	5399.2	0.124	45x115	MOR	258	5399.2	0.124	45x115	MOR	258	5399.2
99	6466.6	0.147	50x120	MOR	179	7115.0	0.164	50x120	MOR	259	5399.2	0.124	45x115	MOR	259	5399.2	0.124	45x115	MOR	259	5399.2	0.124	45x115	MOR	259	5399.2	0.124	45x115	MOR	259	5399.2
100	6466.6	0.147	50x120	MOR	180	7115.0	0.164	50x120	MOR	260	5399.2	0.124	45x115	MOR	260	5399.2	0.124	45x115	MOR	260	5399.2	0.124	45x115	MOR	260	5399.2	0.124	45x115	MOR	260	5399.2
101	6150.0	0.141	50x120	MOR	181	7115.0	0.164	50x120	MOR	261	5399.2	0.124	45x115	MOR	261	5399.2	0.124	45x115	MOR	261	5399.2	0.124	45x115	MOR	261	5399.2	0.124	45x115	MOR	261	5399.2
102	6201.1	0.142	50x120	MOR	182	7115.0	0.164	50x120	MOR	262	5399.2	0.124	45x115	MOR	262	5399.2	0.124	45x115	MOR	262	5399.2	0.124	45x115	MOR	262	5399.2	0.124	45x115	MOR	262	5399.2
103	6201.1	0.142	50x120	MOR	183	7115.0	0.164	50x120	MOR	263	5399.2	0.124	45x115	MOR	263	5399.2	0.124	45x115	MOR	263	5399.2	0.124	45x115	MOR	263	5399.2	0.124	45x115	MOR	263	5399.2
104	6201.1	0.142	50x120	MOR	184	7115.0	0.164	50x120	MOR	264	5399.2	0.124	45x115	MOR	264	5399.2	0.124	45x115	MOR	264	5399.2	0.124	45x115	MOR	264	5399.2	0.124	45x115	MOR	264	5399.2
105	6788.5	0.155	50x120	MOR	185	7115.0	0.164	50x120	MOR	265	5399.2	0.124	45x115	MOR	265	5399.2	0.124	45x115	MOR	265	5399.2	0.124	45x115	MOR	265	5399.2	0.124	45x115	MOR	265	5399.2
106	6788.5	0.155	50x120	MOR	186	7115.0	0.164	50x120	MOR	266	5399.2	0.124	45x115	MOR	266	5399.2	0.124	45x115	MOR	266	5399.2	0.124	45x115	MOR	266	5399.2	0.124	45x115	MOR	266	5399.2
107	6788.5	0.155	50x120	MOR	187	7115.0	0.164	50x120	MOR	267	5399.2	0.124	45x115	MOR	267	5399.2	0.124	45x115	MOR	267	5399.2	0.124	45x115	MOR	267	5399.2	0.124	45x115	MOR	267	5399.2
108	6788.5	0.155	50x120	MOR	188	7115.0	0.164	50x120	MOR	268	5399.2	0.124	45x115	MOR	268	5399.2	0.124	45x115	MOR	268	5399.2	0.124	45x115	MOR	268	5399.2	0.124	45x115	MOR	268	5399.2
109	6150.0	0.141	50x120	MOR	189	7115.0	0.164	50x120	MOR	269	5399.2	0.124	45x115	MOR	269	5399.2	0.124	45x115	MOR	269	5399.2	0.124	45x115	MOR	269	5399.2	0.124	45x115	MOR	269	5399.2
110	6201.1	0.142	50x120	MOR	190	7115.0	0.164	50x120	MOR	270	5399.2	0.124	45x115	MOR	270	5399.2	0.124	45x115	MOR	270	5399.2	0.124	45x115	MOR	270	5399.2	0.124	45x115	MOR	270	5399.2
111	6201.1	0.142	50x120	MOR	191	7115.0	0.164	50x120	MOR	271	5399.2	0.124	45x115	MOR	271	5399.2	0.124	45x115	MOR	271	5399.2	0.124	45x115	MOR	271	5399.2	0.124	45x115	MOR	271	5399.2
112	7319.3	0.166	50x120	MOR	192	7115.0	0.164	50x120	MOR	272	5399.2	0.124	45x115	MOR	272	5399.2	0.124	45x115	MOR	272	5399.2	0.124	45x115	MOR	272	5399.2	0.124	45x115	MOR	272	5399.2
113	7878.9	0.181	50x120	MOR	193	7115.0	0.164	50x120	MOR	273	5399.2	0.124	45x115	MOR	273	5399.2	0.124	45x115	MOR	273	5399.2	0.124	45x115	MOR	273	5399.2	0.124	45x115	MOR	273	5399.2
114	6427.3	0.148	50x120	MOR	194	7115.0	0.164	50x120	MOR	274	5399.2	0.124	45x115	MOR	274	5399.2	0.124	45x115	MOR	274	5399.2	0.124	45x115	MOR	274	5399.2	0.124	45x115	MOR	274	5399.2
115	7527.7	0.174	50x120	MOR	195	7115.0	0.164	50x120	MOR	275	5399.2	0.124	45x115	MOR	275	5399.2	0.124	45x115	MOR	275	5399.2	0.124	45x115	MOR	275	5399.2	0.124	45x115	MOR	275	5399.2
116	7527.7	0.174	50x120	MOR	196	7115.0	0.164	50x120	MOR	276	5399.2	0.124	45x115	MOR	276	5399.2	0.124	45x115	MOR	276	5399.2	0.124	45x115	MOR	276	5399.2	0.124	45x115	MOR	276	5399.2
117	7145.6	0.166	50x120	MOR	197	7115.0	0.164	50x120	MOR	277	5399.2	0.124	45x115	MOR	277	5399.2	0.124	45x115	MOR	277	5399.2	0.124	45x115	MOR	277	5399.2	0.124	45x115	MOR	277	5399.2
118	6201.1	0.142	50x120	MOR	198	7115.0	0.164	50x120	MOR	278	5399.2	0.124	45x115	MOR	278	5399.2	0.124	45x115	MOR	278	5399.2	0.124	45x115	MOR	278	5399.2	0.124	45x115	MOR	278	5399.2
119	6201.1	0.142	50x120	MOR	199	7115.0	0.164	50x120	MOR	279	5399.2	0.124	45x115	MOR	279	5399.2	0.124	45x115	MOR	279	5399.2	0.124	45x115	MOR	279	5399.2	0.124	45x115	MOR	279	5399.2
120	6730.9	0.149	50x120	MOR	200	7115.0	0.164	50x120	MOR	280	5399.2	0.124	45x115	MOR	280	5399.2	0.124	45x115	MOR	280	5399.2	0.124	45x115	MOR	280	5399.2	0.124	45x115	MOR	280	5399.2
121	6273.0	0.144	50x120	MOR	201	7115.0	0.164	50x120	MOR	281	5399.2	0.124	45x115	MOR	281	5399.2	0.124	45x115	MOR	281	5399.2	0.124	45x115	MOR	281						

PRELIMINARY PLAT
ALAMAR - PHASE 2
AVONDALE, ARIZONA
LOT AREA AND TRACT TABLES

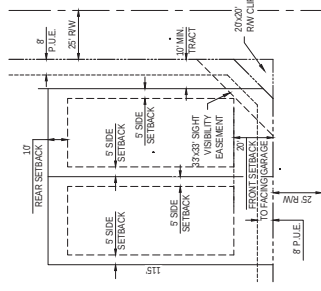
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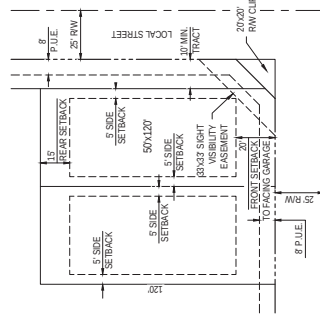
TYPICAL SETBACK DETAIL
60'x120' LOTS

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



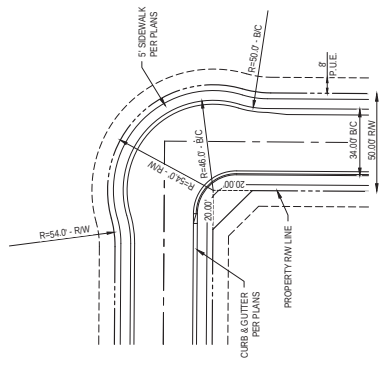
TYPICAL SETBACK DETAIL
45°/115° LOTS

NOTE:
SEE TABLE 4, RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.



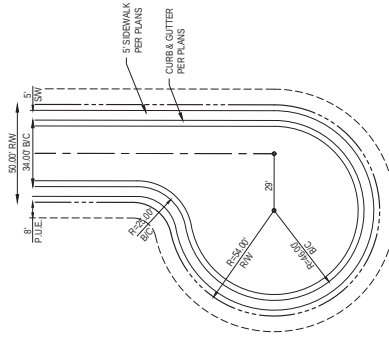
TYPICAL SETBACK DETAIL
50'x120' LOTS

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT STANDARDS OF
LAKIN PROPERTY PLANNED AREA DEVELOPMENT.
N.I.S.



TYPICAL OFFSET CUL-DE-SAC
N.T.S.

N.T.S.

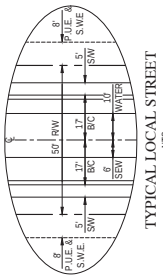


TYPICAL CUL-DE-SAC
N.T.C.

CUL-DE-SAC
NTS.

CENTERLINE CURVE TABLE				
CHORD	DELTA	RADIUS	ARC	TANGENT
C17	10°35'46"	275.00'	94.05'	47.49'
				93.60'

LINE TABLE		
LINE	BEARING	DISTANCE
LI	S89°34'11"E	24.00'



WOOD/PATEL
MISSION: CLIENT SERVICE
WWW.WOODPATEL.COM
(602) 335-8500

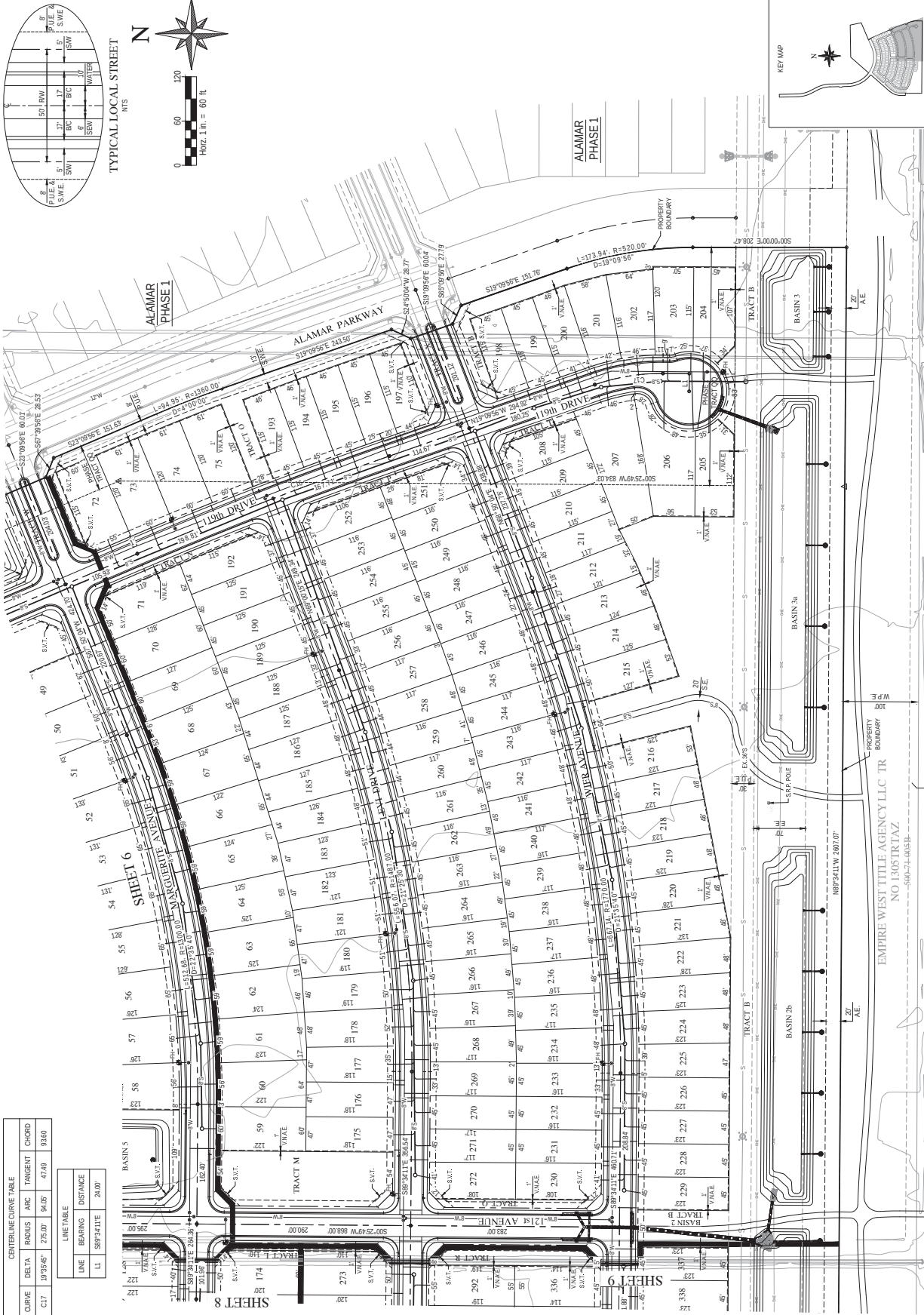


ALAMAR - PHASE 2
PRELIMINARY PLAT
AVONDALE, ARIZONA
PRELIMINARY PLAT

DATE	DESCRIPTION



SCALE (HORIZ.) 1" = 60'
DATE 12/31/2023
JOB NUMBER 17437.05
SHEET 12
OF 12



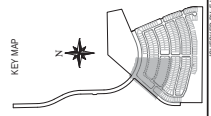
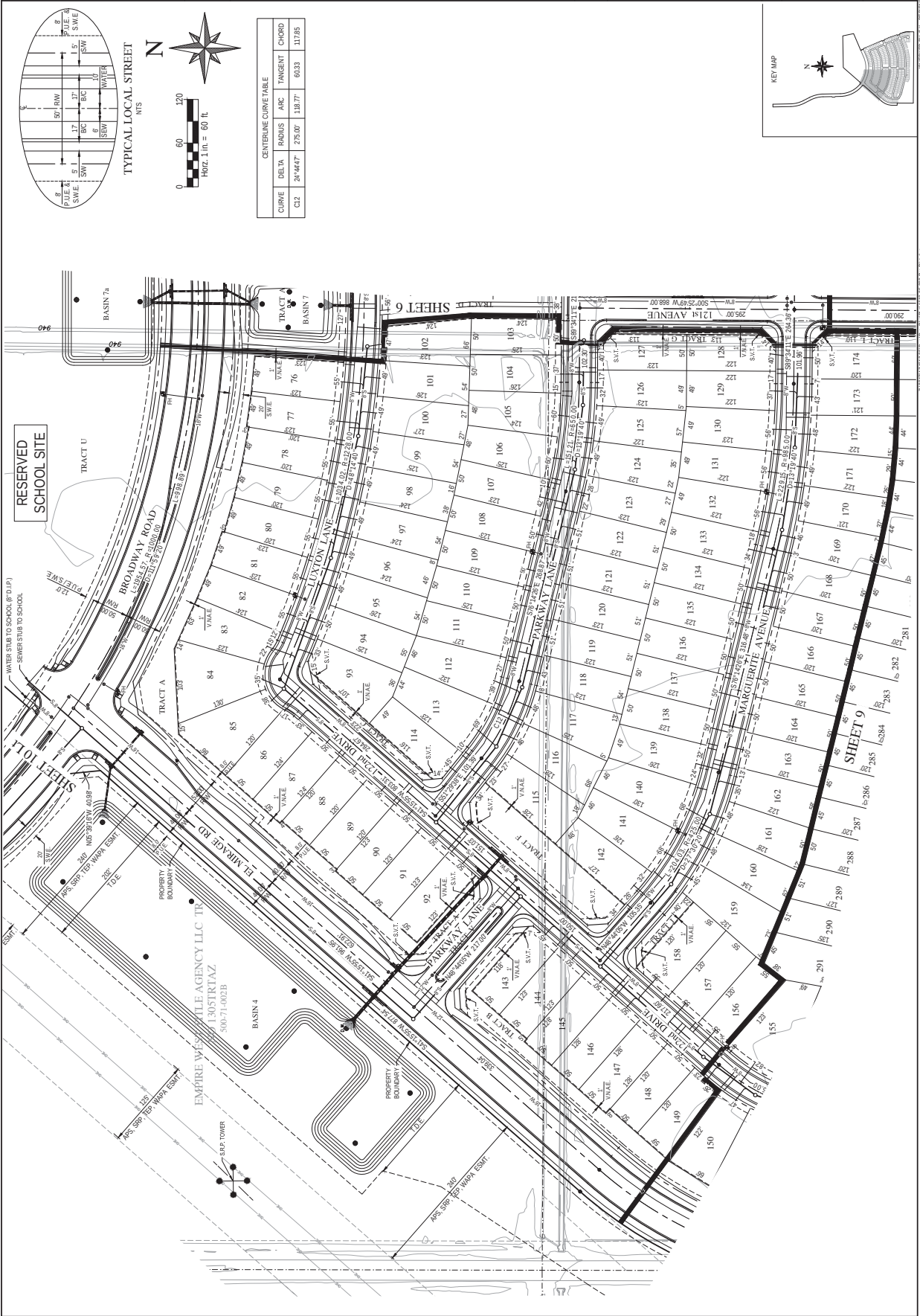


ALAMAR - PHASE 2
AVONDALE, ARIZONA
PRELIMINARY PLAT

DATE	DESCRIPTION



SCALE (HORIZONTAL) 1" = 60'
DATE 11/01/2023
JOB NUMBER 1742103
SHEET 8 OF 12
CHECKED BY T.K. DESIGNED BY T.S. CADD BY T.S. T





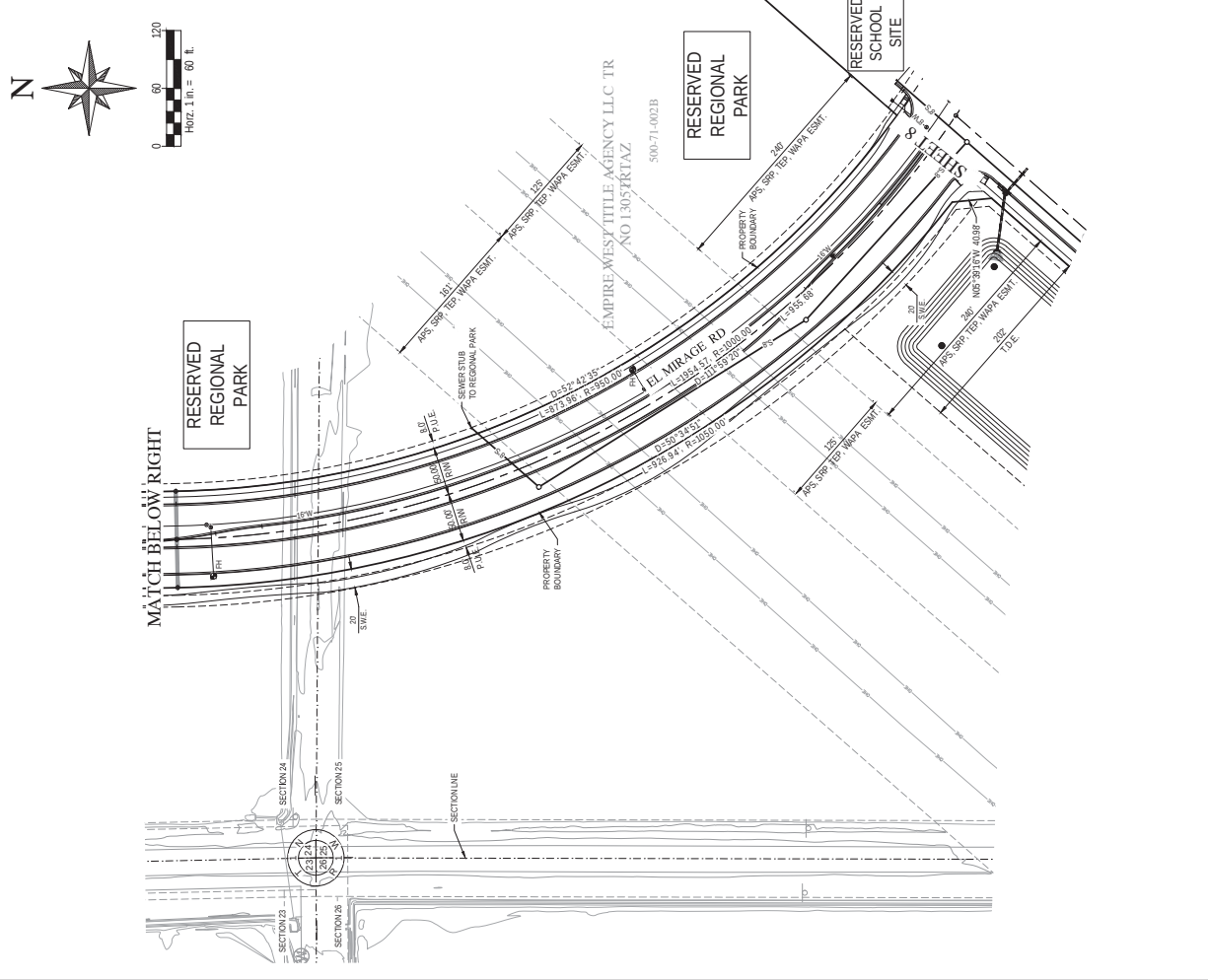
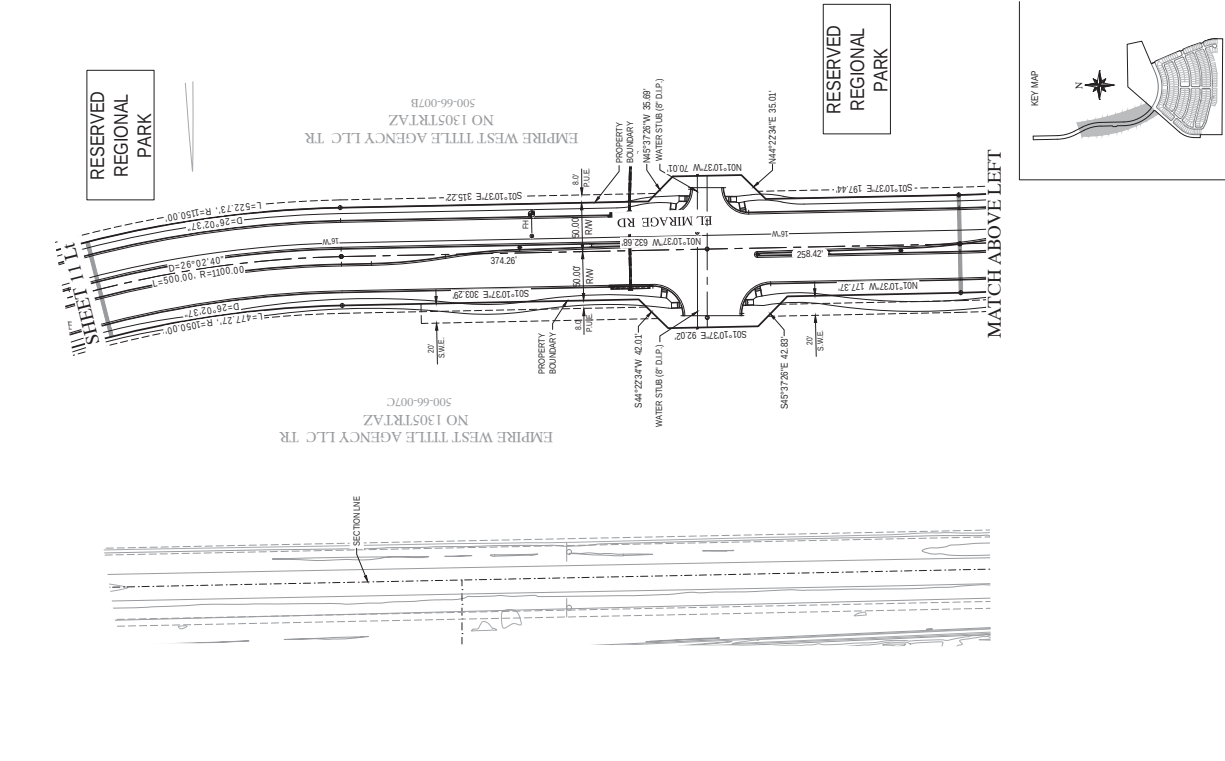
ALAMAR - PHASE 2
AVONDALE, ARIZONA
PRELIMINARY PLAT

DATE	DESCRIPTION

KEY MAP

PROJECT INFORMATION

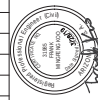
SCALE (HORIZ.) 1" = 60'
SCALE (VERT.) 1" = 20'
DATE 12/20/11
JOB NUMBER 174637.05
SHEET 10 OF 12



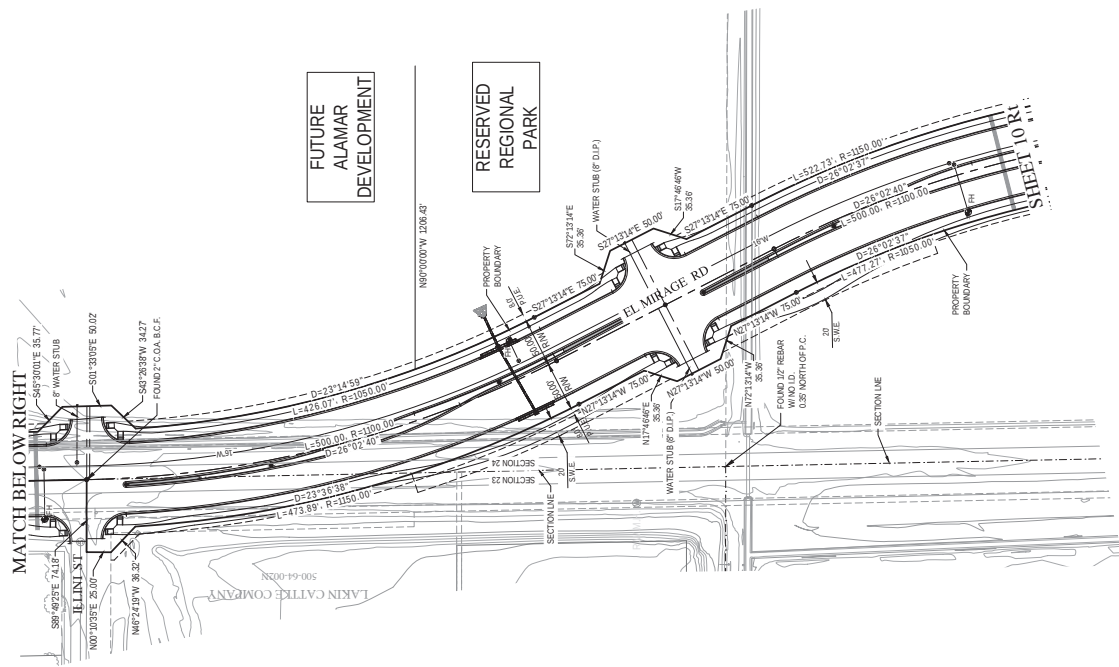
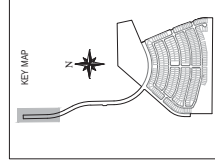
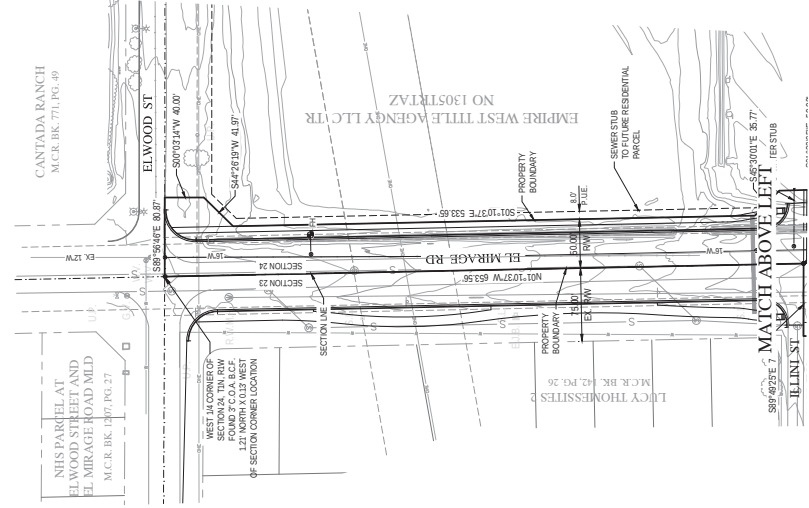
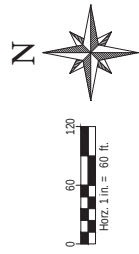


PRELIMINARY PLAT
ALAMAR - PHASE 2
AVONDALE, ARIZONA
PRELIMINARY PLAT

DATE	DESCRIPTION



DATE: 12/15/2011
JOB NUMBER: 174637.05
SHEET: 11 OF 12



2:00PM 12/15/2011 174637.05 174637.05 174637.05 174637.05

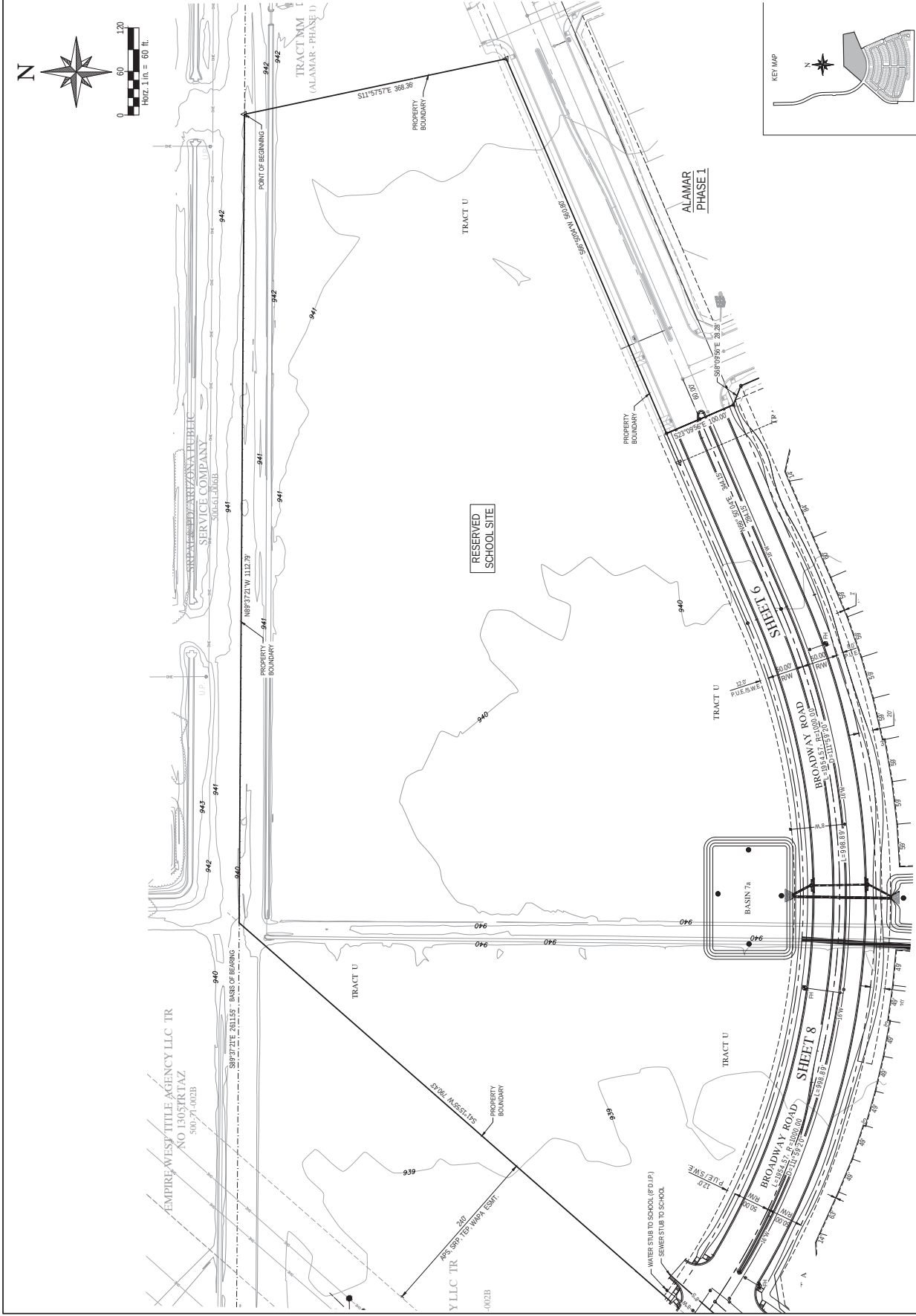


Exhibit F

Proposed Final Plat

Alamar Phase 2

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C73	13°30'00"	300.00'	71.42'
C74	41°08'49"	300.00'	216.44'
C75	41°08'49"	275.00'	107.48'
C76	39°24'50"	250.00'	171.97'
C77	51°58'05"	938.00'	660.78'
C78	48°42'06"	887.00'	722.88'
C79	9°14'15"	1700.00'	168.83'
C80	8°11'26"	1030.00'	147.24'
C81	51°38'10"	1070.00'	963.88'
C82	6°11'34"	927.55'	100.25'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C83	13°30'00"	300.00'	71.42'
C84	13°19'45"	888.50'	189.72'
C85	13°19'45"	908.50'	211.35'
C86	21°25'54"	1462.00'	546.72'
C87	21°25'54"	1467.00'	556.07'
C88	21°25'54"	1512.00'	566.42'
C89	12°57'50"	250.00'	56.57'
C90	12°57'50"	275.00'	62.22'
C91	13°19'45"	300.00'	67.88'
C92	13°19'45"	250.00'	56.16'
C93	13°19'45"	275.00'	63.88'
C94	13°19'45"	300.00'	69.79'
C95	21°35'45"	1770.00'	657.72'
C96	21°35'45"	1750.00'	676.57'
C97	15°38'33"	54.00'	14.74'
C98	10°21'10"	54.00'	15.41'
C99	12°11'06"	54.00'	14.74'
C100	15°38'33"	54.00'	14.74'
C101	63°22'42"	62.00'	68.60'
C102	19°35'45"	300.00'	102.60'
C103	19°35'45"	275.00'	94.05'
C104	10°59'11"	250.00'	47.94'
C105	80°01'06"	20.00'	27.83'
C106	21°10'58"	20.00'	7.39'
C107	27°35'52"	54.00'	256.91'
C108	1°38'44"	5215.00'	131.58'
C109	1°30'11"	5226.00'	121.91'
C110	4°10'00"	5275.00'	366.28'
C111	4°10'00"	5250.00'	366.52'
C112	1°40'34"	5253.00'	152.86'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	4°00'00"	1360.00'	94.46'
C2	13°30'00"	173.94'	65.47'
C3	41°08'49"	600.00'	430.89'
C4	50°34'51"	1550.00'	526.94'
C5	28°32'37"	1650.00'	477.27'
C6	27°38'36"	150.00'	473.89'
C7	22°58'36"	1650.00'	421.07'
C8	28°32'37"	1550.00'	527.73'
C9	109°09'59"	950.00'	1388.59'
C10	4°108'49"	950.00'	402.16'
C11	41°08'49"	530.00'	373.44'
C12	111°09'19"	1000.00'	1364.57'
C13	53°04'19"	1650.00'	972.59'
C14	26°10'23"	1100.00'	500.00'
C15	28°32'37"	1300.00'	530.00'
C16	45°58'36"	1200.00'	965.70'
C17	48°14'42"	1230.00'	1,034.02'
C18	46°29'12"	1253.00'	1,016.25'
C19	24°44'47"	250.00'	107.88'
C20	24°44'47"	275.00'	118.77'
C21	24°44'47"	300.00'	129.57'
C22	13°19'45"	625.00'	145.40'
C23	13°19'45"	650.00'	151.21'
C24	13°19'45"	675.00'	157.03'
C25	23°35'45"	971.00'	399.88'
C26	23°35'45"	986.00'	410.18'
C27	23°35'45"	1021.00'	424.47'
C28	27°30'21"	400.00'	192.03'
C29	27°30'21"	425.00'	204.03'
C30	27°30'21"	450.00'	216.03'
C31	13°19'45"	960.00'	223.33'
C32	13°19'45"	985.00'	228.15'
C33	13°19'45"	1010.00'	234.96'
C34	22°35'45"	1275.00'	502.82'
C35	22°35'45"	1300.00'	510.88'
C36	22°35'45"	1325.00'	522.54'

LINE TABLE			
LINE	BEARING	DISTANCE	ARC
L74	S11°58'21"E	13.79'	
L75	S41°15'55"W	14.62'	
L76	S03°53'58"E	10.74'	
L77	N00°10'58"E	3.44'	
L78	N85°46'25"W	8.00'	
L79	N01°16'37"W	29.00'	
L80	N41°15'55"E	25.78'	
L81	S87°52'11"E	61.48'	
L82	S02°37'45"W	29.00'	
L83	N87°52'11"W	80.65'	
L84	S35°46'20"W	20.00'	
L85	S03°16'34"E	29.00'	
L86	N05°46'20"E	10.89'	

LINE TABLE			
LINE	BEARING	DISTANCE	ARC
L1	N21°50'01"E	28.28'	
L38	S89°09'56"E	28.28'	
L39	S22°20'04"W	28.04'	
L40	N87°39'59"W	28.04'	
L41	N22°20'03"E	28.04'	
L42	S87°39'59"E	28.53'	
L43	S33°46'45"W	28.19'	
L44	S55°48'14"E	28.19'	
L45	N42°50'01"E	28.77'	
L46	S85°09'59"E	27.79'	
L47	S85°09'59"E	27.79'	
L48	S24°50'04"W	28.77'	
L49	S07°25'49"W	8.87'	
L50	S44°34'11"E	28.28'	
L51	N45°25'49"E	28.28'	
L52	N45°25'49"E	28.28'	
L53	S44°34'11"E	28.28'	
L54	S44°34'11"E	28.28'	
L55	N45°25'49"E	28.28'	
L56	S45°25'49"W	28.28'	
L57	S44°34'11"E	28.28'	
L58	S44°34'11"E	28.28'	
L59	N45°25'49"E	15.84'	
L60	N45°25'49"E	28.28'	
L61	S44°34'11"E	28.28'	
L62	N03°16'34"W	5.81'	
L63	N05°46'20"E	11.89'	
L64	N05°46'20"E	28.28'	
L65	N05°16'06"E	20.00'	
L66	N05°46'20"E	15.89'	
L67	S72°10'19"W	20.00'	
L68	S70°42'07"W	20.00'	
L69	S88°49'27"W	20.00'	
L70	N83°07'30"E	68.39'	
L71	S74°14'36"W	35.68'	
L72	S58°10'22"E	8.00'	
L73	N05°46'20"E	11.65'	

TRACT AREA TABLE			
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	106,026	2.430	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY, SIDEWALK EASEMENT, AND RETENTION.
TRACT 1A	35,532	0.8157	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SEWER EASEMENT
TRACT B	453,273	10.4037	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, ELECTRICAL EASEMENT, ACCESS EASEMENT, AND SEWER EASEMENT
TRACT BB	6,150	0.1412	OPEN SPACE LANDSCAPE, AND PUBLIC UTILITY EASEMENT
TRACT C	2,114	0.0485	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT CC	45,183	1.0373	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SEWER EASEMENT
TRACT D	10,504	0.2411	OPEN SPACE LANDSCAPE, AND PUBLIC UTILITY EASEMENT
TRACT DD	1,478	0.0339	OPEN SPACE LANDSCAPE, AND PUBLIC UTILITY EASEMENT
TRACT E	2,170	0.0498	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT EE	11,340	0.2605	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT F	13,352	0.3065	NEIGHBORHOOD PARK
TRACT G	2,150	0.0494	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT H	30,361	0.7112	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT, AND RETENTION
TRACT I	17,113	0.3929	NEIGHBORHOOD PARK
TRACT J	1,865	0.0426	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT K	2,037	0.0468	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT L	2,100	0.0482	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT M	17,449	0.4006	NEIGHBORHOOD PARK
TRACT N	2,241	0.0515	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT O	16,882	0.3888	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT P	2,024	0.0465	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT Q	2,303	0.0529	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT R	8,142	0.1810	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT S	15,710	0.3607	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, SIGHT VISIBILITY EASEMENT, AND RETENTION
TRACT T	1,001	0.0230	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT Y	29,598	0.6795	OPEN SPACE LANDSCAPE, PUBLIC UTILITY EASEMENT, AND SIGHT VISIBILITY EASEMENT
TRACT Z	131,672	3.0228	OPEN SPACE LANDSCAPE, AND PUBLIC UTILITY EASEMENT
TOTAL	868,819	22.2384	



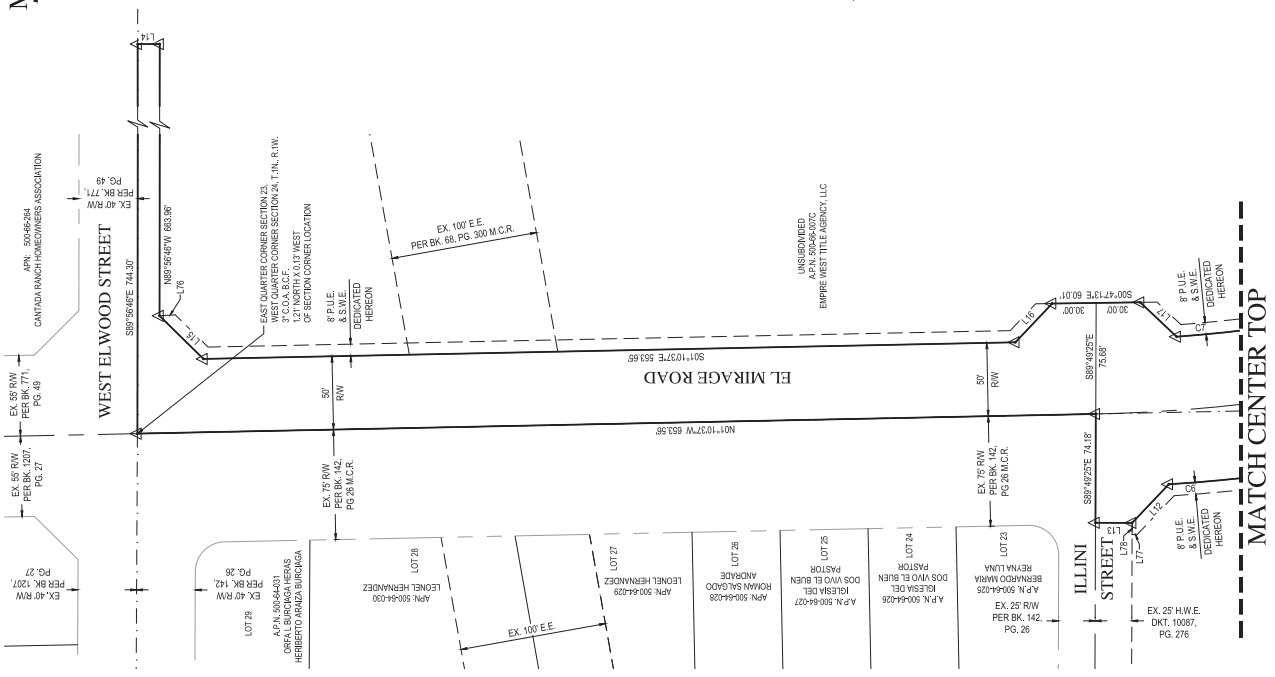
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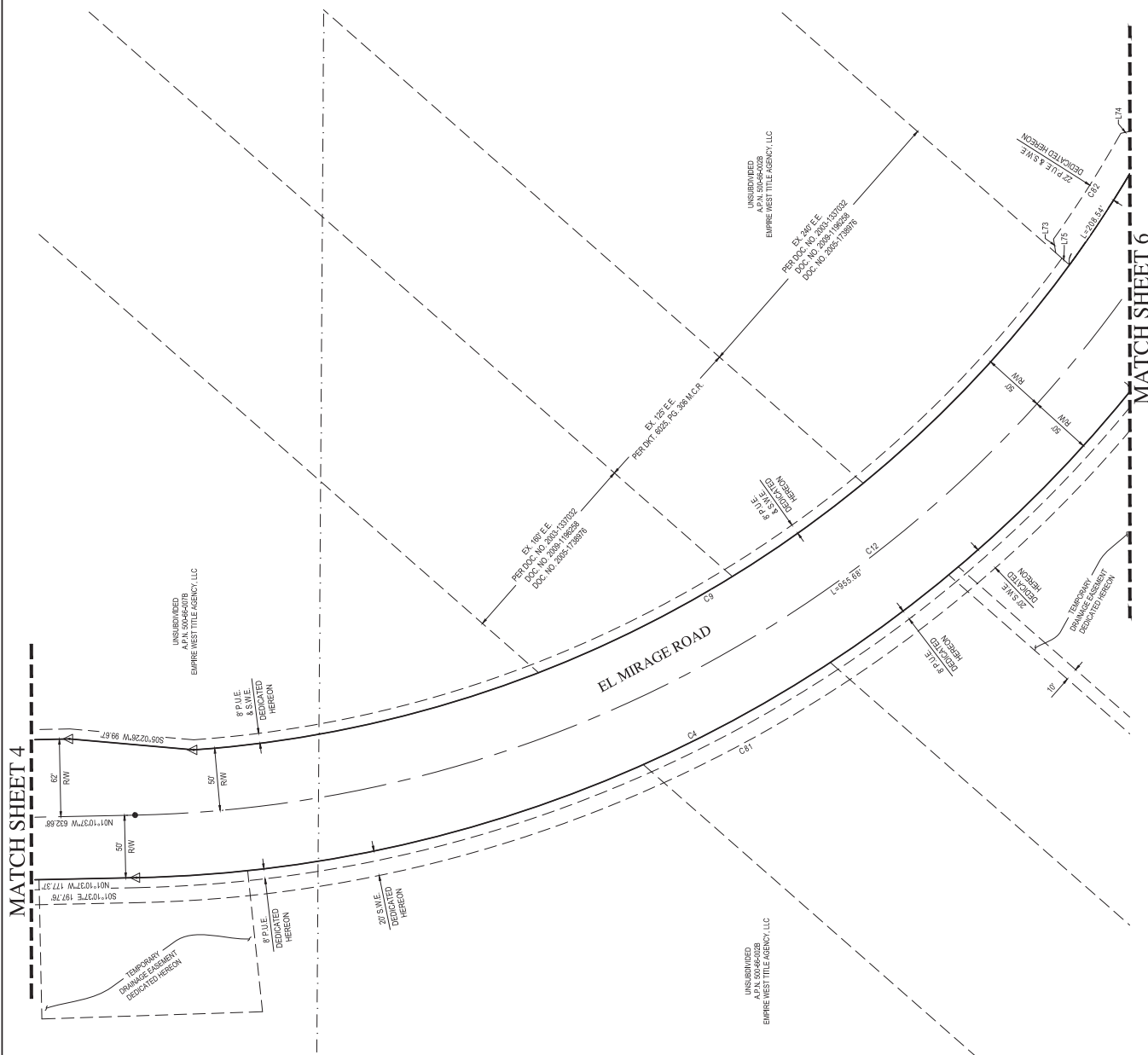
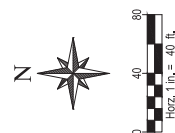
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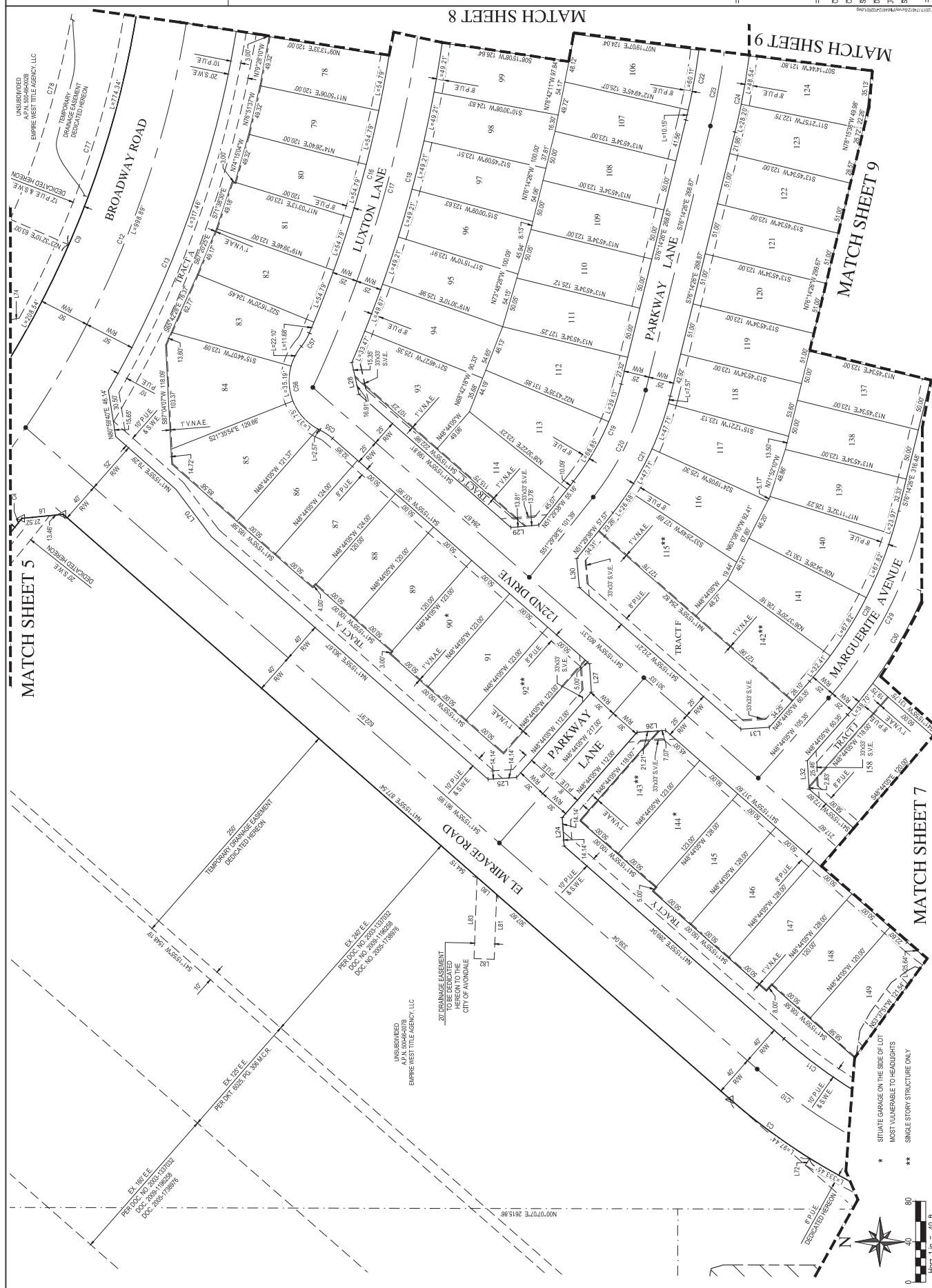
MATCH SHEET 5

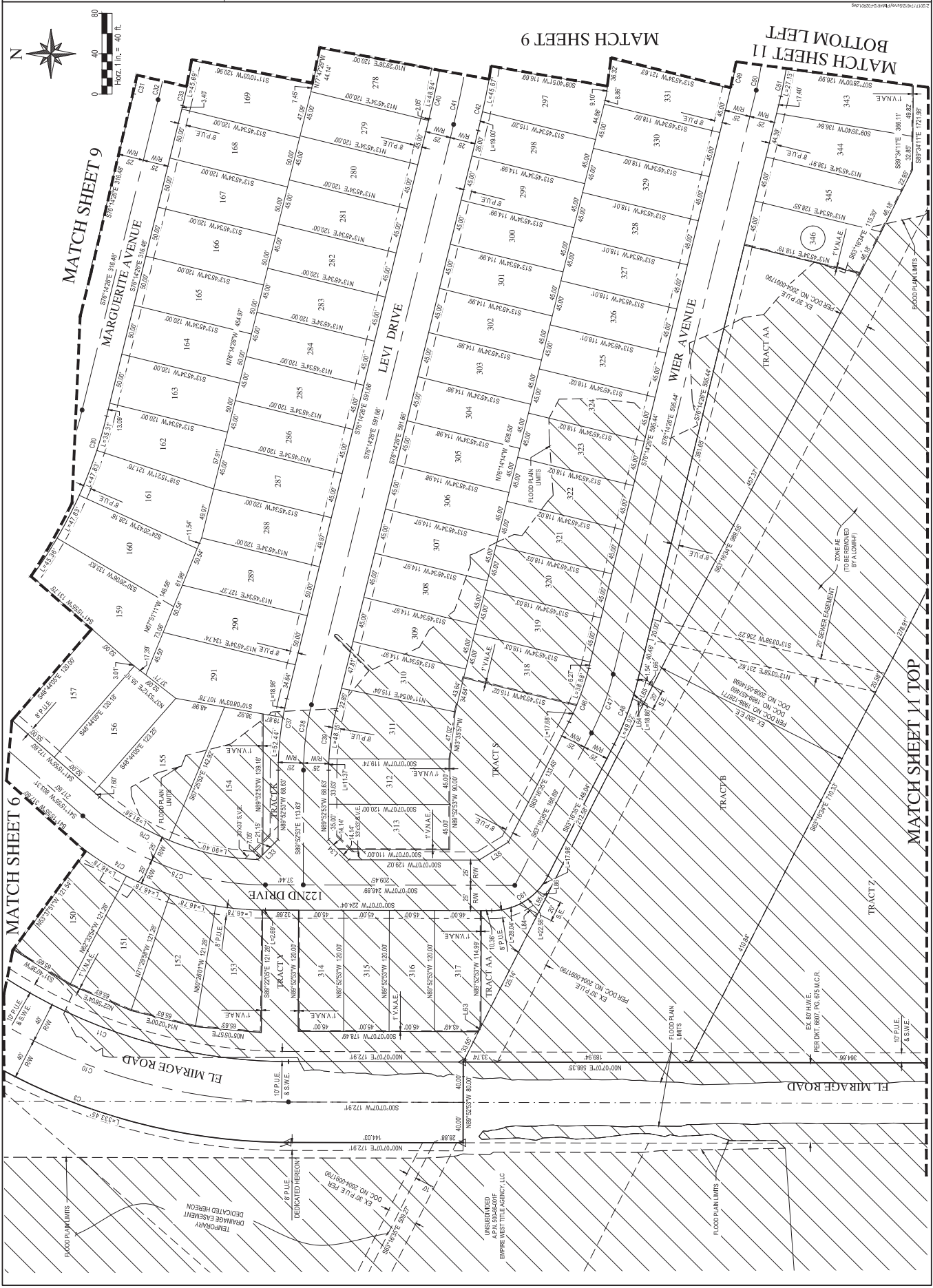
MATCH RIGHT TOP

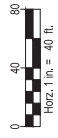
MATCH CENTER TOP



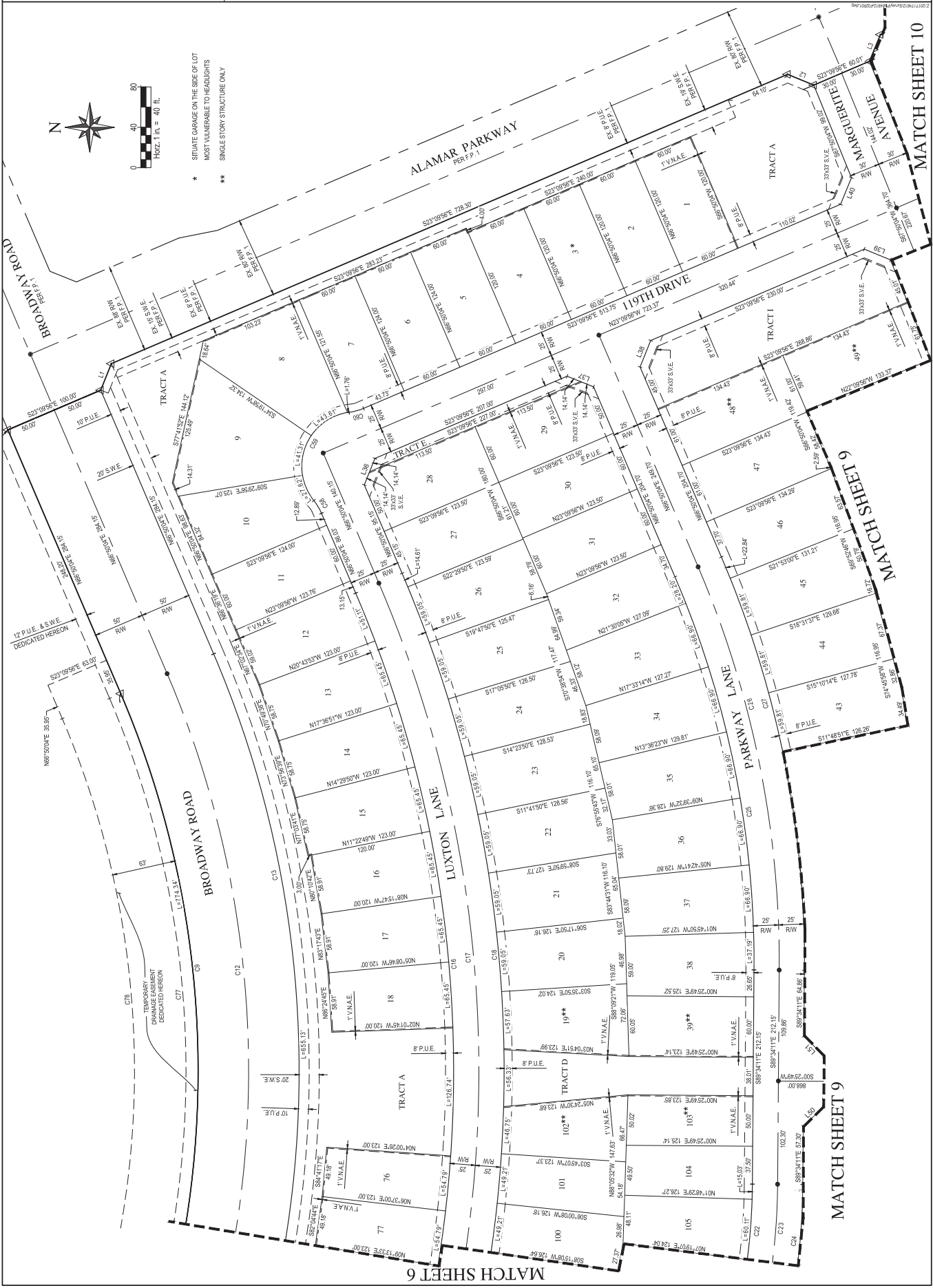








* SITUATE GARAGE ON THE SIDE OF LOT
 MOST VULNERABLE TO HEADLIGHTS
 ** SINGLE STORY STRUCTURE ONLY



MATCH SHEET 10

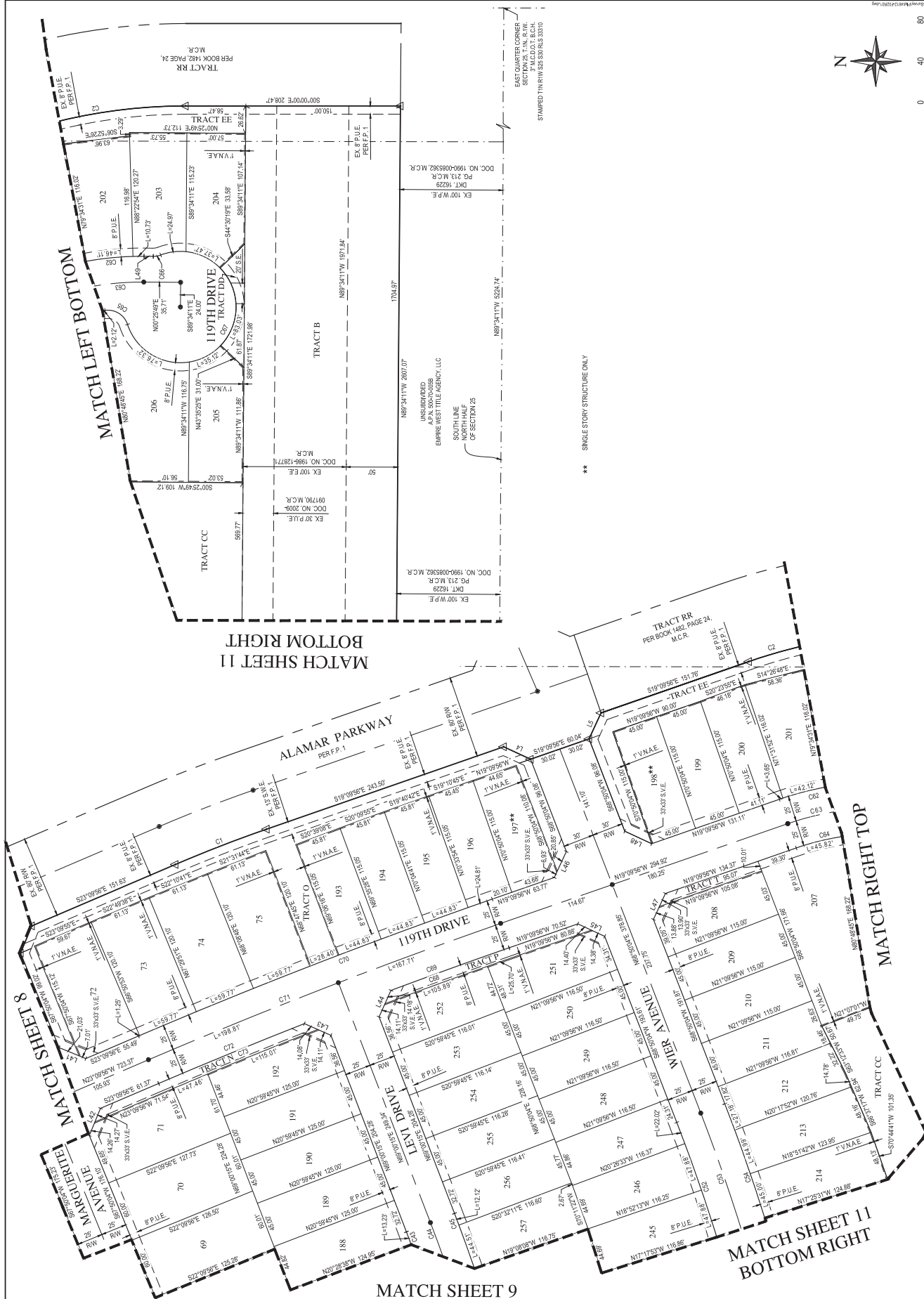
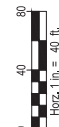
MATCH SHEET 9

MATCH SHEET 6



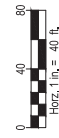


CHECKED BY	BUD
ROAD TECHNICIAN	CLLJKP
SCALE	1" = 40'
DATE	01/21/2020
JOB NUMBER	WP# 174612.05
SHEET	10 OF 12

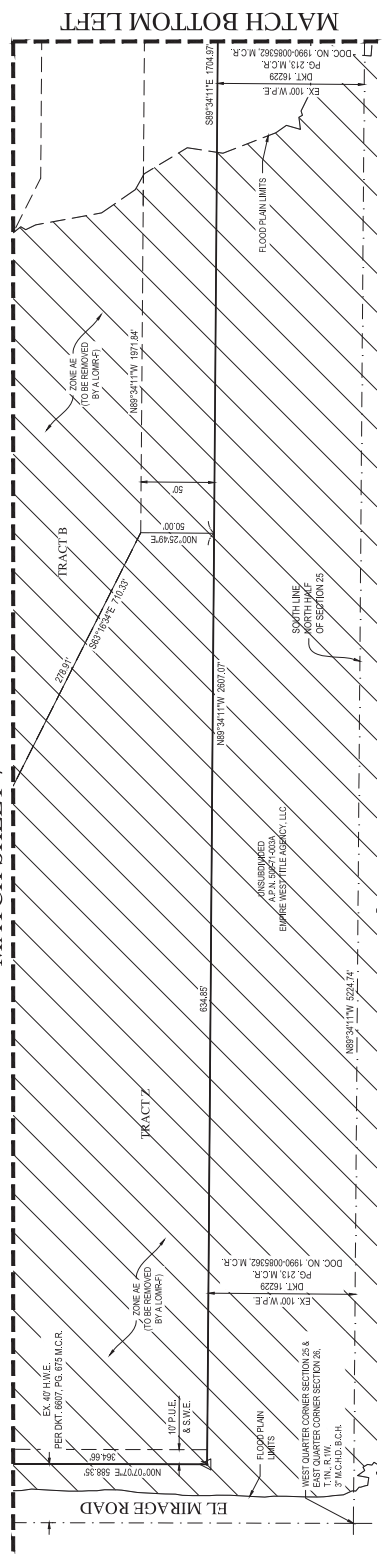




CHECKED BY	B.D.
DATE	01/21/2020
SCALE	1" = 40'
PROJECT NUMBER	17412.05
SHEET	11 OF 12

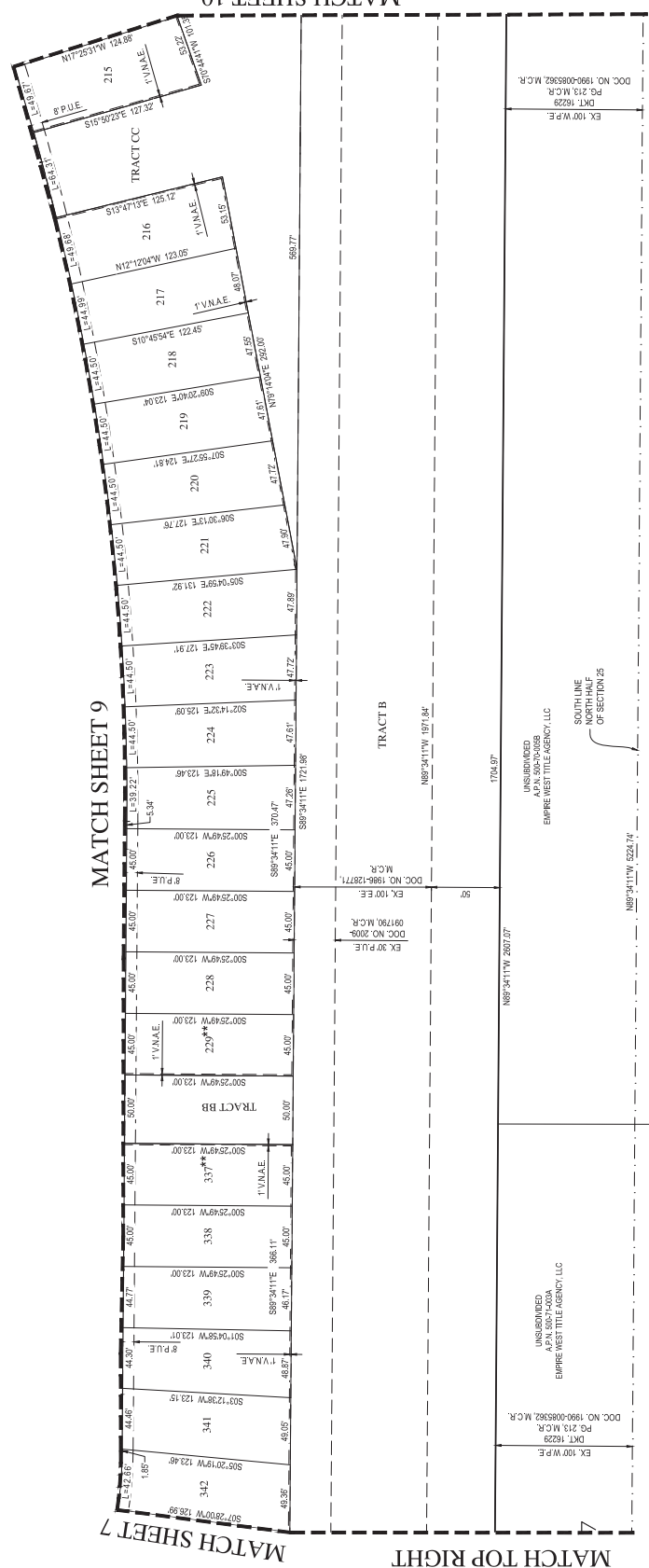


MATCH SHEET 7



** SINGLE STORY STRUCTURE ONLY

MATCH SHEET 9



MATCH TOP RIGHT

MATCH SHEET 7

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	7,200	0.1653	LOT 51	8,180	0.1878	LOT 101	6,436	0.1477	LOT 151	6,794	0.1553	LOT 201	5,792	0.1330
LOT 2	7,200	0.1653	LOT 52	8,184	0.1879	LOT 102	6,953	0.1596	LOT 152	6,794	0.1553	LOT 202	6,363	0.1461
LOT 3	7,200	0.1653	LOT 53	8,127	0.1866	LOT 103	6,225	0.1429	LOT 153	6,794	0.1553	LOT 203	6,329	0.1453
LOT 4	7,200	0.1653	LOT 54	8,042	0.1846	LOT 104	6,416	0.1473	LOT 154	6,952	0.2225	LOT 204	6,839	0.1570
LOT 5	7,440	0.1708	LOT 55	7,960	0.1827	LOT 105	6,798	0.1558	LOT 155	9,055	0.2079	LOT 205	6,902	0.1583
LOT 6	7,440	0.1708	LOT 56	7,877	0.1808	LOT 106	6,790	0.1552	LOT 156	6,329	0.1453	LOT 206	9,087	0.2086
LOT 7	7,427	0.1705	LOT 57	7,798	0.1790	LOT 107	6,290	0.1444	LOT 157	6,800	0.1515	LOT 207	11,478	0.2634
LOT 8	10,211	0.2344	LOT 58	7,686	0.1765	LOT 108	6,150	0.1412	LOT 158	7,198	0.1652	LOT 208	5,359	0.1230
LOT 9	11,863	0.2544	LOT 59	7,320	0.1680	LOT 109	6,150	0.1412	LOT 159	8,239	0.1861	LOT 209	5,175	0.1188
LOT 10	8,464	0.1948	LOT 60	7,557	0.1725	LOT 110	6,203	0.1424	LOT 160	7,143	0.1640	LOT 210	5,175	0.1188
LOT 11	7,433	0.1706	LOT 61	7,681	0.1759	LOT 111	6,309	0.1448	LOT 161	6,815	0.1594	LOT 211	5,192	0.1192
LOT 12	7,618	0.1749	LOT 62	7,712	0.1770	LOT 112	7,319	0.1680	LOT 162	6,399	0.1469	LOT 212	5,463	0.1254
LOT 13	7,684	0.1757	LOT 63	7,720	0.1773	LOT 113	7,879	0.1809	LOT 163	6,000	0.1377	LOT 213	5,687	0.1306
LOT 14	7,654	0.1757	LOT 64	7,733	0.1775	LOT 114	6,427	0.1476	LOT 164	6,000	0.1377	LOT 214	5,798	0.1329
LOT 15	7,654	0.1757	LOT 65	7,708	0.1770	LOT 115	7,558	0.1725	LOT 165	6,000	0.1377	LOT 215	6,477	0.1487
LOT 16	7,478	0.1717	LOT 66	7,588	0.1742	LOT 116	7,247	0.1664	LOT 166	6,000	0.1377	LOT 216	6,371	0.1463
LOT 17	7,478	0.1717	LOT 67	7,580	0.1742	LOT 117	7,148	0.1640	LOT 167	6,000	0.1377	LOT 217	5,707	0.1310
LOT 18	7,478	0.1717	LOT 68	7,693	0.1766	LOT 118	6,402	0.1470	LOT 168	6,000	0.1377	LOT 218	5,644	0.1259
LOT 19	8,011	0.1839	LOT 69	7,553	0.1734	LOT 119	6,273	0.1440	LOT 169	6,235	0.1451	LOT 219	5,700	0.1309
LOT 20	7,771	0.1784	LOT 70	7,627	0.1751	LOT 120	6,273	0.1440	LOT 170	6,326	0.1452	LOT 220	5,813	0.1334
LOT 21	7,859	0.1804	LOT 71	7,747	0.1779	LOT 121	6,273	0.1440	LOT 171	6,362	0.1460	LOT 221	5,862	0.1373
LOT 22	8,000	0.1837	LOT 72	7,778	0.1811	LOT 122	6,273	0.1440	LOT 172	6,355	0.1468	LOT 222	5,866	0.1374
LOT 23	7,863	0.1828	LOT 73	7,257	0.1666	LOT 123	6,480	0.1486	LOT 173	6,013	0.1380	LOT 223	5,823	0.1307
LOT 24	7,944	0.1824	LOT 74	7,257	0.1666	LOT 124	6,481	0.1480	LOT 174	7,150	0.1641	LOT 224	5,717	0.1313
LOT 25	7,796	0.1790	LOT 75	7,257	0.1666	LOT 125	6,465	0.1462	LOT 175	5,567	0.1278	LOT 225	5,653	0.1271
LOT 26	7,714	0.1771	LOT 76	6,403	0.1470	LOT 126	6,371	0.1463	LOT 176	5,567	0.1278	LOT 226	5,535	0.1271
LOT 27	7,471	0.1715	LOT 77	6,403	0.1470	LOT 127	6,075	0.1395	LOT 177	5,662	0.1307	LOT 227	5,535	0.1271
LOT 28	7,360	0.1690	LOT 78	6,256	0.1436	LOT 128	6,075	0.1395	LOT 178	5,906	0.1356	LOT 228	5,535	0.1271
LOT 29	7,360	0.1690	LOT 79	6,256	0.1436	LOT 129	6,326	0.1462	LOT 179	5,860	0.1306	LOT 229	5,535	0.1271
LOT 30	7,410	0.1701	LOT 80	6,256	0.1436	LOT 130	6,460	0.1483	LOT 180	5,853	0.1344	LOT 230	5,777	0.1326
LOT 31	7,410	0.1701	LOT 81	6,403	0.1470	LOT 131	6,469	0.1485	LOT 181	5,855	0.1353	LOT 231	5,233	0.1201
LOT 32	7,602	0.1759	LOT 82	6,439	0.1478	LOT 132	6,463	0.1481	LOT 182	5,941	0.1364	LOT 232	5,233	0.1201
LOT 33	7,970	0.1830	LOT 83	6,854	0.1574	LOT 133	6,248	0.1434	LOT 183	5,990	0.1375	LOT 233	5,274	0.1211
LOT 34	8,049	0.1849	LOT 84	9,234	0.2120	LOT 134	6,150	0.1412	LOT 184	5,778	0.1328	LOT 234	5,399	0.1239
LOT 35	8,081	0.1855	LOT 85	8,440	0.1937	LOT 135	6,150	0.1412	LOT 185	5,865	0.1346	LOT 235	5,399	0.1239
LOT 36	8,081	0.1855	LOT 86	6,165	0.1420	LOT 136	6,150	0.1412	LOT 186	5,868	0.1351	LOT 236	5,399	0.1239
LOT 37	8,048	0.1848	LOT 87	6,200	0.1423	LOT 137	6,150	0.1412	LOT 187	5,843	0.1341	LOT 237	5,399	0.1239
LOT 38	7,773	0.1785	LOT 88	6,000	0.1377	LOT 138	6,150	0.1412	LOT 188	5,673	0.1302	LOT 238	5,399	0.1239
LOT 39	7,480	0.1713	LOT 89	6,000	0.1377	LOT 139	6,599	0.1506	LOT 189	5,625	0.1291	LOT 239	5,399	0.1239
LOT 40	7,660	0.1756	LOT 90	6,150	0.1412	LOT 140	7,331	0.1683	LOT 190	5,625	0.1291	LOT 240	5,399	0.1239
LOT 41	7,893	0.1812	LOT 91	6,150	0.1412	LOT 141	7,329	0.1683	LOT 191	5,625	0.1291	LOT 241	5,399	0.1239
LOT 42	7,864	0.1828	LOT 92	6,150	0.1412	LOT 142	6,174	0.1395	LOT 192	5,670	0.1302	LOT 242	5,399	0.1239
LOT 43	8,106	0.1861	LOT 93	7,764	0.1782	LOT 143	6,137	0.1409	LOT 193	5,212	0.1197	LOT 243	5,399	0.1239
LOT 44	8,163	0.1874	LOT 94	6,545	0.1502	LOT 144	6,150	0.1412	LOT 194	5,212	0.1197	LOT 244	5,399	0.1239
LOT 45	8,314	0.1909	LOT 95	6,445	0.1480	LOT 145	6,400	0.1469	LOT 195	5,212	0.1197	LOT 245	5,399	0.1239
LOT 46	8,228	0.1890	LOT 96	6,390	0.1467	LOT 146	6,400	0.1469	LOT 196	5,196	0.1193	LOT 246	5,398	0.1237
LOT 47	8,200	0.1883	LOT 97	6,371	0.1463	LOT 147	6,400	0.1469	LOT 197	5,353	0.1229	LOT 247	5,310	0.1219
LOT 48	8,200	0.1883	LOT 98	6,417	0.1473	LOT 148	6,000	0.1377	LOT 198	5,175	0.1188	LOT 248	5,342	0.1204
LOT 49	8,111	0.1862	LOT 99	6,488	0.1489	LOT 149	6,422	0.1474	LOT 199	5,175	0.1188	LOT 249	5,342	0.1204
LOT 50	7,971	0.1830	LOT 100	6,585	0.1512	LOT 150	6,773	0.1555	LOT 200	5,250	0.1205	LOT 250	5,343	0.1204

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES	LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 51	8,180	0.1878	LOT 101	6,436	0.1477	LOT 151	6,794	0.1553	LOT 201	5,792	0.1330	LOT 251	5,348	0.1228
LOT 52	8,184	0.1879	LOT 102	6,953	0.1596	LOT 152	6,794	0.1553	LOT 202	6,363	0.1461	LOT 252	5,296	0.1209
LOT 53	8,127	0.1866	LOT 103	6,225	0.1429	LOT 153	6,794	0.1553	LOT 203	6,329	0.1453	LOT 253	5,223	0.1199
LOT 54	8,042	0.1846	LOT 104	6,416	0.1473	LOT 154	6,952	0.2225	LOT 204	6,839	0.1570	LOT 254	5,229	0.1201
LOT 55	7,960	0.1827	LOT 105	6,798	0.1558	LOT 155	9,055	0.2079	LOT 205	6,902	0.1583	LOT 255	5,235	0.1202
LOT 56	7,877	0.1808	LOT 106	6,790	0.1552	LOT 156	6,329	0.1453	LOT 206	9,087	0.2086	LOT 256	5,277	0.1212
LOT 57	7,798	0.1790	LOT 107	6,290	0.1444	LOT 157	6,800	0.1515	LOT 207	11,478	0.2634	LOT 257	5,355	0.1229
LOT 58	7,686	0.1765	LOT 108	6,150	0.1412	LOT 158	7,198	0.1652	LOT 208	5,359	0.1230	LOT 258	5,366	0.1237
LOT 59	7,320	0.1680	LOT 109	6,150	0.1412	LOT 159	8,239	0.1861	LOT 209	5,175	0.1188	LOT 259	5,368	0.1232
LOT 60	7,557	0.1725	LOT 110	6,203	0.1424	LOT 160	7,143	0.1640	LOT 210	5,175	0.1188	LOT 260	5,361	0.1221
LOT 61	7,681	0.1759	LOT 111	6,309	0.1448	LOT 161	6,815	0.1594	LOT 211	5,192	0.1192	LOT 261	5,397	0.1239
LOT 62	7,712	0.1770	LOT 112	7,319	0.1680	LOT 162	6,399	0.1469	LOT 212	5,463	0.1254	LOT 262	5,478	0.1259
LOT 63	7,720	0.1773	LOT 113	7,879	0.1809	LOT 163	6,000	0.1377	LOT 213	5,687	0.1306	LOT 263	5,491	0.1261
LOT 64	7,733	0.1775	LOT 114	6,427	0.1476	LOT 164	6,000	0.1377	LOT 214	5,798	0.1329	LOT 264	5,478	0.1267
LOT 65	7,708	0.1770	LOT 115	7,558	0.1725	LOT 165	6,000	0.1377	LOT 215	6,477	0.1487	LOT 265	5,491	0.1261
LOT 66	7,588	0.1742	LOT 116	7,247	0.1664	LOT 166	6,000	0.1377	LOT 216	6,371	0.1463	LOT 266	5,479	0.1258
LOT 67	7,580	0.1742	LOT 117	7,148	0.1640	LOT 167	6,000	0.1377	LOT 217	5,707	0.1310	LOT 267	5,489	0.1260
LOT 68	7,693	0.1766	LOT 118	6,402	0.1470	LOT 168	6,000	0.1377	LOT 218	5,644	0.1259	LOT 268	5,483	0.1259
LOT 69	7,553	0.1734	LOT 119	6,273	0.1440	LOT 169	6,235	0.1451	LOT 219	5,700	0.1309	LOT 269	5,498	0.1241
LOT 70	7,627	0.1751	LOT 120	6,273	0.1440	LOT 170	6,326	0.1452	LOT 220	5,813	0.1334	LOT 270	5,252	0.1208
LOT 71	7,747	0.1779	LOT 121	6,273	0.1440	LOT 171	6,362	0.1460	LOT 221	5,862	0.1373	LOT 271	5,252	0.1208
LOT 72	7,778	0.1811	LOT 122	6,273	0.1440	LOT 172	6,355	0.1468	LOT 222	5,866	0.1374	LOT 272	5,797	0.1331
LOT 73	7,863	0.1828	LOT 123	6,480	0.1486	LOT 173	6,013	0.1380	LOT 223	5,823	0.1307	LOT 273	7,150	0.1641
LOT 74	7,944	0.1824	LOT 124	6,481	0.1480	LOT 174	7,150	0.1641	LOT 224	5,717	0.1313	LOT 274	6,000	0.1377
LOT 75	7,796	0.1800	LOT 125	6,481	0.1480	LOT 175	5,568	0.1278	LOT 225	5,685	0.1291	LOT 275	5,797	0.1331
LOT 76	7,796	0.1800	LOT 126	6,481	0.1480	LOT 176	5,568	0.1278	LOT 226	5,685	0.1291	LOT 276	5,797	0.1331
LOT 77	7,796	0.1800	LOT 127	6,481	0.1480	LOT 177	5,682	0.1307	LOT 227	5,685	0.1291	LOT 277	5,797	0.1331
LOT 78	7,796	0.1800	LOT 128	6,481	0.1480	LOT 178	5,686	0.1306	LOT 228	5,685	0.1291	LOT 278	5,797	0.1331
LOT 79	7,796	0.1800	LOT 129	6,481	0.1480	LOT 179	5,686	0.1306	LOT 229	5,685	0.1291	LOT 279	5,797	0.1331
LOT 80	7,796	0.1800	LOT 130	6,481	0.1480	LOT 180	5,683	0.1304	LOT 230	5,685	0.1291	LOT 280	5,797	0.1331
LOT 81	7,796	0.1800	LOT 131	6,481	0.1480	LOT 181	5,685	0.1353	LOT 231	5,685	0.1291	LOT 281	5,797	0.1331
LOT 82	7,796	0.1800	LOT 132	6,481	0.1480	LOT 182	5,441	0.1264	LOT 232	5,685	0.1291	LOT 282	5,797	0.1331
LOT 83	7,796	0.1800	LOT 133	6,481	0.1480	LOT 183	5,680	0.1375	LOT 233	5,685	0.1291	LOT 283	5,797	0.1331
LOT 84	7,796	0.1800	LOT 134	6,481	0.1480	LOT 184	5,778	0.1326	LOT 234	5,685	0.1291	LOT 284	5,797	0.1331
LOT 85	7,796	0.1800	LOT 135	6,481	0.1480	LOT 185	5,686	0.1346	LOT 235	5,685	0.1291	LOT 285	5,797	0.1331
LOT 86	7,796	0.1800	LOT 136	6,481	0.1480	LOT 186	5,686	0.1346	LOT 236	5,685	0.1291	LOT 286	5,797	0.1331
LOT 87	7,796	0.1800	LOT 137	6,481	0.1480	LOT 187	5,643	0.1241	LOT 237	5,685	0.1291	LOT 287	5,797	0.1331
LOT 88	7,796	0.1800	LOT 138	6,481	0.1480	LOT 188	5,673	0.1302	LOT 238	5,685	0.1291	LOT 288	5,797	0.1331
LOT 89	7,796	0.1800	LOT 139	6,481	0.1480	LOT 189	5,670	0.1317	LOT 239	5,685	0.1291	LOT 289	5,797	0.1331
LOT 90	7,796	0.1800	LOT 140	6,481	0.1480	LOT 190	5,625	0.1291	LOT 240	5,685	0.1291	LOT 290	5,797	0.1331
LOT 91	7,796	0.1800	LOT 141	6,481	0.1480	LOT 191	5,625	0.1291	LOT 241	5,685	0.1291	LOT 291	5,797	0.1331
LOT 92	7,796	0.1800	LOT 142	6,481	0.1480	LOT 192	5,670	0.1302	LOT 242	5,685	0.1291	LOT 292	5,797	0.1331
LOT 93	7,796	0.1800	LOT 143	6,481	0.1480	LOT 193	5,670	0.1317	LOT 243	5,685	0.1291	LOT 293	5,797	0.1331
LOT 94	7,796	0.1800	LOT 144	6,481	0.1480	LOT 194	5,242	0.1197	LOT 244	5,685	0.1291	LOT 294	5,797	0.1331
LOT 95	7,796	0.1800	LOT 145	6,481	0.1480	LOT 195	5,242	0.1197	LOT 245	5,685	0.1291	LOT 295	5,797	0.1331
LOT 96	7,796	0.1800	LOT 146	6,481	0.1480	LOT 196	5,196	0.1193	LOT 246	5,685	0.1291	LOT 296	5,797	0.1331
LOT 97	7,796	0.1800	LOT 147	6,481	0.1480	LOT 197	5,353	0.1229	LOT 247	5,685	0.1291	LOT 297	5,797	0.1331
LOT 98	7,796	0.1800	LOT 148	6,481	0.1480	LOT 198	5,175	0.1188	LOT 248	5,685	0.1291	LOT 298	5,797	0.1331
LOT 99	7,796	0.1800	LOT 149	6,481	0.1480	LOT 199	5,175	0.1188	LOT 249	5,685	0.1291	LOT 299	5,797	0.1331
LOT 100	7,796	0.1800	LOT 150	6,481	0.1480	LOT 200	5,290	0.1205	LOT 250	5,685	0.1291	LOT 300	5,797	0.1331

CITY COUNCIL REPORT

SUBJECT: Resolutions 1013-0320 and 1014-0320 – Alamar Phase 2 Maintenance Improvement District

MEETING DATE: 3/2/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to approve the Petition for Formation, adopt Resolution 1013-0320 declaring its intention to form the City of Avondale Maintenance Improvement District No. 19, Alamar Phase 2, providing for the assessment, and Resolution 1014-0320 declaring its intention to order the improvements within the newly established maintenance improvement district, providing for the assessment and declaring an emergency. The Council will take appropriate action.

BACKGROUND:

Under provisions of the City Code and Zoning Ordinance, developers are responsible for landscaping development projects prior to issuance of a Certificate of Occupancy. In particular, subdivisions are required to provide landscaping along certain arterial and collector streets and in other locations as provided in the zoning requirements, approval conditions, engineering requests or subdivision requirements. In addition, developers are often required to provide paths, trails, and other usable amenities in common open space areas within a community.

The purpose of the Maintenance Improvement District (MID) is to provide for the operations, maintenance, repair, and improvements to landscaping and open space adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district in the event a Homeowner's Association fails. Until such time as the Homeowner's Association fails, and the Council directs City Staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills. Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District.

A Resolution of Intention for formation of City of Avondale Maintenance Improvement District No. 19, Alamar Phase 2, west of the southwest corner of Avondale Boulevard and Broadway Road, is attached. In the event all of the property owners have consented to MID formation, such as this, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Maintenance Improvement District process. In accordance with State statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.

PUBLIC PARTICIPATION:

Public notification is not required for MID applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review MID applications.

ANALYSIS:

The acceptance of this Maintenance Improvement District will allow any additional charges associated with the maintenance responsibilities, should the Homeowner's Association fail, to be assessed on the property tax bill for the properties located within the District.

The Maintenance Improvement District has been approved through the Development and Engineering Services Department, which recommends that City Council formally approve the Maintenance Improvement District to allow for the taxing district to be recorded and in place in the event the Homeowner's Association fails.

It should be noted that not approving the Maintenance Improvement District will prevent any charges from being assessed on the property tax bills of those properties located within the District in the event that the Homeowner's Association fails.

DISCUSSION:

The proposed MID has been reviewed by the City Attorney's Office and is in conformance with the City of Avondale's Subdivision Regulations and State statute governing Maintenance Improvement District formation.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

BUDGET IMPACT:

There is no direct budgetary impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

RECOMMENDATION:

Staff recommends Council **ADOPT** a Resolution declaring its intention to create and adopt plans for the City of Avondale Maintenance Improvement District No. 19, Alamar Phase 2, providing for the assessment, and a second Resolution declaring its intention to order the improvements within the newly established Maintenance Improvement District, providing for the assessment and declaring an emergency, subject to the following conditions:

1. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
2. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

PROPOSED MOTION:

I move that City Council **ADOPT** the necessary resolutions approving City of Avondale Maintenance Improvement District No. 19, Alamar Phase 2, subject to two (2) recommended conditions of approval as listed in the staff report.

RESOLUTION 1013-0320

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF AVONDALE AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 19 – ALAMAR II, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT; PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avondale (the “City”) has been presented with a Petition for Formation of a Maintenance Improvement District purporting to be signed by all of the real property owners within the proposed district and, according to ARIZ. REV. STAT. § 48-574(C), the City finds that such ownership has been verified; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to declare its intent to form the City of Avondale Maintenance Improvement District No. 19 – Alamar II (the “Assessment District”) over the area described and depicted on Exhibit A, attached hereto and incorporated herein by reference and including those lots, pieces or parcels of land lying within the Assessment District as shown in more detail on the duplicate diagrams made by or at the direction of the City Engineer showing each separate lot numbered consecutively, the area in square feet of each lot, the area of any building or buildings located on each lot, and the location of the lot in relation to the work proposed to be done (the “Assessment Diagram”) attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the City Council declares that the maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the Assessment District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the Assessment District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the Assessment District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City living within the Assessment District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City Council declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City living within the Assessment District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Avondale, Arizona, to order the following work (hereinafter the “Work”) to be performed: The maintenance of all landscaping, including replacement of landscape materials, within the Assessment District in the areas shown on the Assessment Diagram.

SECTION 3. The City Council designates as parkways those streets and rights-of-way areas set forth on the Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically including those portions of pedestrian facilities, retention, detention and storm water management facilities included within or adjacent to the Assessment District. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the plans showing the engineer’s estimate for the City of Avondale Maintenance Improvement District No. 19 – Alamar II, filed with the City Clerk prior to the adoption of this Resolution (the “Plans and Specifications”), which are hereby approved and adopted by the City Council and which shall remain on file in the Office of the City Engineer; no assessment for any lot shall exceed its proportion of the estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets (the City Engineer) and the City Clerk are hereby approved and adopted by the City Council. In addition to the requirements of law, the procedures set forth in the City Code will be

followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Avondale Maintenance Improvement District No. 19 – Alamar II.

SECTION 4. In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

SECTION 5. The City Engineer is hereby authorized and directed to prepare duplicate Assessment Diagrams of the property contained within the Assessment District.

SECTION 6. Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

SECTION 7. In no event will the City or any officer thereof be liable for any portion of the cost of said Assessment District or for any delinquency of persons or property assessed.

SECTION 8. The City Council shall make annual statements and estimates of the expenses of the Assessment District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the Assessment District as provided in ARIZ. REV. STAT. § 48-574 and amendments thereto.

SECTION 9. The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Article 2, specifically Section 48-574, and all amendments thereto and pursuant to Article I, Section 3 and Article XII, Section 8 of the Avondale City Charter.

SECTION 10. The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications.

SECTION 11. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit all documents and any other necessary or desirable instruments and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 12. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 2, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION 1013-0320

[Legal Description and Map of Assessment District]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised December 10, 2019
Revised August 28, 2019
Revised June 27, 2019
June 11, 2019
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PARCEL DESCRIPTION
Alamar – Phase 2
Maintenance Improvement District

Tract QQ, Alamar-Phase 1, recorded in Book 1462, page 24, Maricopa County Records (M.C.R.), and a portion of land lying within Sections 23, 24, 25, and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the north quarter corner of said Section 25, a 2-inch iron pipe with no identification, from which the northwest corner of said Section 25, a 3-inch Maricopa County Department of Transportation brass cap in handhole, bears North 89°37'21" West (basis of bearing), a distance of 2611.55 feet;

THENCE along the north line of the northwest quarter of said Section 25 and along the north line of Tract MM of said Alamar-Phase 1, North 89°37'21" West, a distance of 207.28 feet, to the northwest corner of said Tract MM;

THENCE leaving said north lines, along the westerly line of said Tract MM, South 11°57'57" East, a distance of 368.36 feet, to the southwest corner of said Tract MM and the northerly right-of-way line of Broadway Road of said Alamar-Phase 1;

THENCE leaving said westerly line, along said northerly right-of-way line, South 66°50'04" West, a distance of 560.80 feet, to the most northerly corner of said Tract QQ and the **POINT OF BEGINNING**;

THENCE leaving said northerly right-of-way line, along the easterly line of said Tract QQ, South 23°09'56" East, a distance of 100.00 feet;

THENCE South 68°09'56" East, a distance of 28.28 feet;

THENCE South 23°09'56" East, a distance of 728.30 feet;

THENCE South 22°20'04" West, a distance of 28.04 feet;

THENCE South 23°09'56" East, a distance of 60.01 feet;

THENCE South 67°39'56" East, a distance of 28.53 feet;

THENCE South 23°09'56" East, a distance of 151.63 feet, to the beginning of a curve;

THENCE southeasterly along said curve to the right, having a radius of 1360.00 feet, concave southwesterly, through a central angle of 04°00'00", a distance of 94.95 feet, to the curves end;

THENCE South 19°09'56" East, a distance of 243.50 feet;

THENCE South 24°50'04" West, a distance of 28.77 feet;

THENCE South 19°09'56" East, a distance of 60.04 feet;

THENCE South 65°09'56" East, a distance of 27.79 feet;

THENCE South 19°09'56" East, a distance of 151.76 feet, to the beginning of a curve;

THENCE southeasterly along said curve to the right, having a radius of 520.00 feet, concave southwesterly, through a central angle of 19°09'56", a distance of 173.94 feet, to the curves end;

THENCE South 00°00'00" East, a distance of 208.47 feet, to the southeast corner of said Tract QQ and the north line of the south 100 feet of the north half of said Section 25;

Parcel Description
Alamar – Phase 2
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THENCE leaving said easterly line, along the south line of said Tract QQ and along said north line, North 89°34'11" West, a distance of 1972.22 feet;

THENCE leaving said south line and said north line, North 00°25'49" East, a distance of 50.00 feet;

THENCE North 63°16'34" West, a distance of 710.33 feet, to the east line of the west 40 feet of said northwest quarter;

THENCE along said east line, North 00°07'07" East, a distance of 223.69 feet;

THENCE leaving said east line, North 89°52'53" West, a distance of 80.00 feet, to the west line of the east 40 feet of the northeast quarter of said Section 26;

THENCE along said west line, North 00°07'07" East, a distance of 172.91 feet, to the beginning of a curve;

THENCE leaving said west line, northerly along said curve to the right, having a radius of 600.00 feet, concave easterly, through a central angle of 41°08'49", a distance of 430.89 feet, to the curves end;

THENCE North 41°15'55" East, a distance of 877.54 feet;

THENCE North 05°39'16" West, a distance of 40.98 feet, to a point of intersection with a non-tangent curve;

THENCE northwesterly along said non-tangent curve to the right, having a radius of 1050.00 feet, concave northeasterly, whose radius bears North 38°14'32" East, through a central angle of 50°34'51", a distance of 926.94 feet, to the curves end;

THENCE North 01°10'37" West, a distance of 177.37 feet;

THENCE North 45°37'26" West, a distance of 42.83 feet;

THENCE North 01°10'37" West, a distance of 92.02 feet;

THENCE North 44°22'34" East, a distance of 42.01 feet;

THENCE North 01°10'37" West, a distance of 303.29 feet, to the beginning of a curve;

THENCE northerly along said curve to the left, having a radius of 1050.00 feet, concave westerly, through a central angle of 26°02'37", a distance of 477.27 feet, to the curves end;

THENCE North 27°13'14" West, a distance of 100.00 feet;

THENCE North 72°13'14" West, a distance of 35.36 feet;

THENCE North 27°13'14" West, a distance of 50.00 feet;

THENCE North 17°46'46" East, a distance of 35.36 feet;

THENCE North 27°13'14" West, a distance of 50.00 feet, to the beginning of a curve;

THENCE northerly along said curve to the right, having a radius of 1150.00 feet, concave easterly, through a central angle of 23°36'38", a distance of 473.89 feet, to a point of intersection with a non-tangent line;

THENCE North 46°24'19" West, a distance of 36.32 feet;

THENCE North 00°10'35" East, a distance of 25.00 feet, to the south line of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, M.C.R.;

THENCE along said south line, South 89°49'25" East, a distance of 74.18 feet, to the west line of the southwest quarter of said Section 24;

THENCE leaving said south line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 744.30 feet;

THENCE leaving said east-west mid-section line, South 00°03'14" West, a distance of 15.00 feet, to the south line of the north 15 feet of said southwest quarter;

THENCE along said south line, North 89°56'46" West, a distance of 663.96 feet;

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THENCE leaving said south line, South 44°26'19" West, a distance of 41.97 feet, to the east line of the west 50 feet of said southwest quarter;
THENCE along said east line, South 01°10'37" East, a distance of 553.65 feet;
THENCE leaving said east line, South 46°27'35" East, a distance of 36.40 feet;
THENCE South 00°47'13" East, a distance of 60.01 feet;
THENCE South 43°18'26" West, a distance of 34.18 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the left, having a radius of 1050.00 feet, concave northeasterly, whose radius bears North 85°45'22" East, through a central angle of 22°58'36", a distance of 421.07 feet, to the curves end;
THENCE South 27°13'14" East, a distance of 50.00 feet;
THENCE South 72°13'14" East, a distance of 35.36 feet;
THENCE South 27°13'14" East, a distance of 50.00 feet;
THENCE South 17°46'46" West, a distance of 35.36 feet;
THENCE South 27°13'14" East, a distance of 100.00 feet, to the beginning of a curve;
THENCE southerly along said curve to the right, having a radius of 1150.00 feet, concave westerly, through a central angle of 26°02'37", a distance of 522.73 feet, to the curves end;
THENCE South 01°10'37" East, a distance of 315.22 feet;
THENCE South 45°37'26" East, a distance of 35.69 feet;
THENCE North 89°17'02" East, a distance of 12.00 feet;
THENCE South 01°10'37" East, a distance of 70.15 feet;
THENCE South 44°22'34" West, a distance of 35.01 feet;
THENCE South 01°10'37" East, a distance of 145.95 feet;
THENCE South 05°02'26" West, a distance of 99.67 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the left, having a radius of 950.00 feet, concave northeasterly, whose radius bears North 85°56'13" East, through a central angle of 109°06'09", a distance of 1808.99 feet, to the curves end;
THENCE North 66°50'04" East, a distance of 284.15 feet, to the **POINT OF BEGINNING**.

Containing 4,418,337 square feet or 101.4311 acres, more or less.

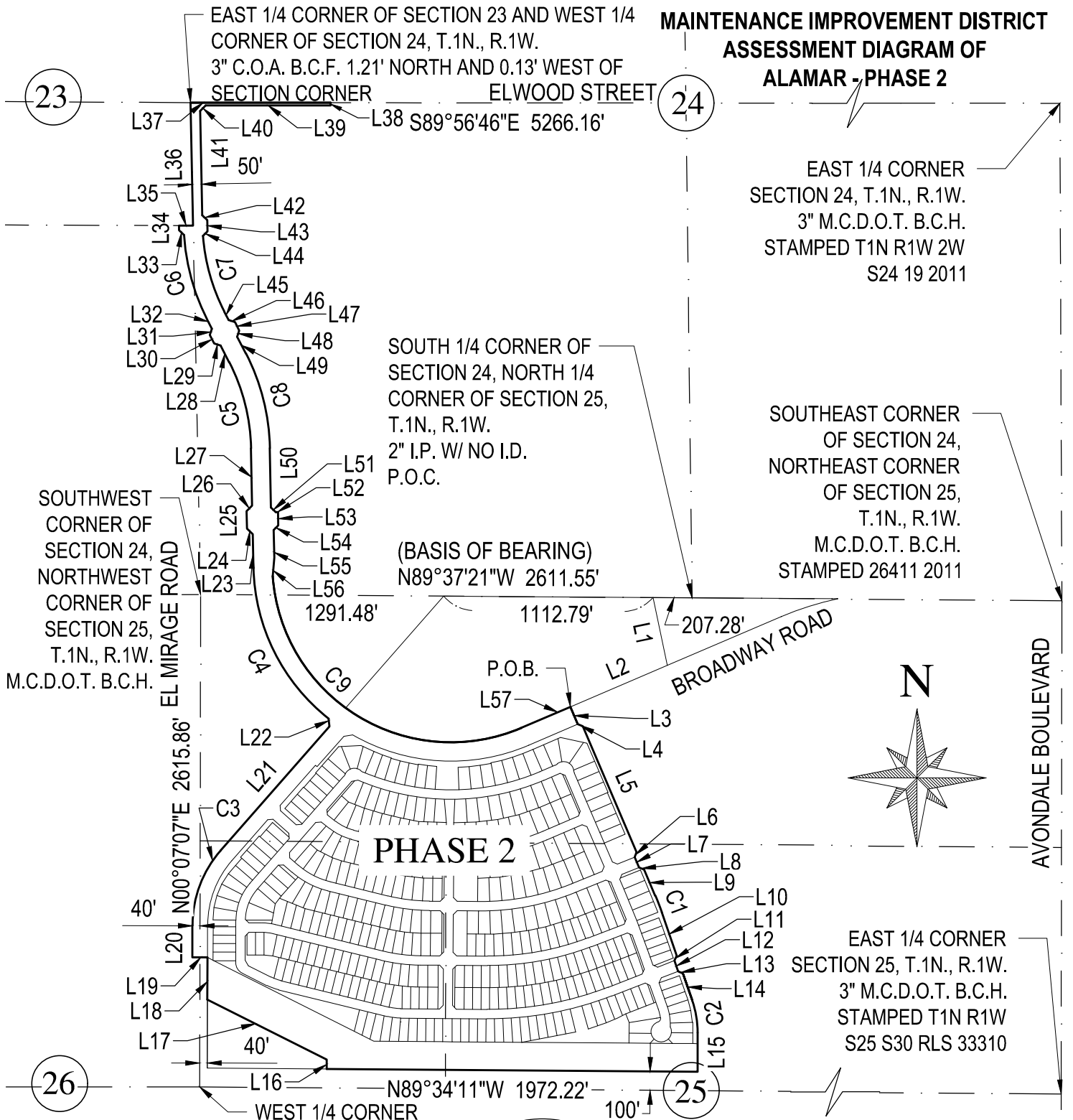
Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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**WOOD
PATEL**



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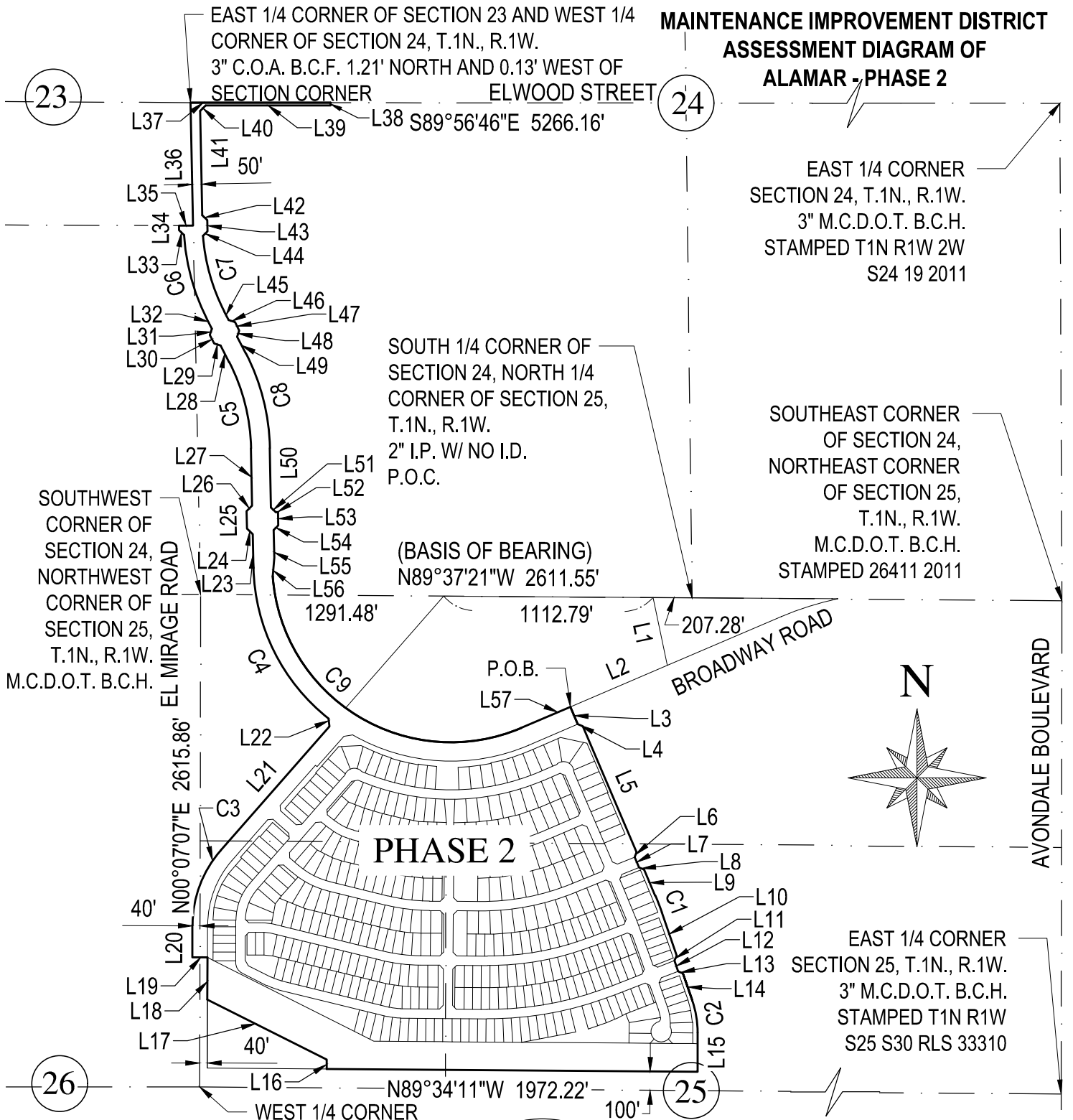
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EXHIBIT B
TO
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[Assessment Diagram]

See following pages.



**WOOD
PATEL**



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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S11°57'57"E	368.36'
L2	S66°50'04"W	560.80'
L3	S23°09'56"E	100.00'
L4	S68°09'56"E	28.28'
L5	S23°09'56"E	728.30'
L6	S22°20'04"W	28.04'
L7	S23°09'56"E	60.01'
L8	S67°39'56"E	28.53'
L9	S23°09'56"E	151.63'
L10	S19°09'56"E	243.50'
L11	S24°50'04"W	28.77'
L12	S19°09'56"E	60.04'
L13	S65°09'56"E	27.79'
L14	S19°09'56"E	151.76'
L15	S00°00'00"E	208.47'
L16	N00°25'49"E	50.00'
L17	N63°16'34"W	710.33'
L18	N00°07'07"E	223.69'
L19	N89°52'53"W	80.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N00°07'07"E	172.91'
L21	N41°15'55"E	877.54'
L22	N05°39'16"W	40.98'
L23	N01°10'37"W	177.37'
L24	N45°37'26"W	42.83'
L25	N01°10'37"W	92.02'
L26	N44°22'34"E	42.01'
L27	N01°10'37"W	303.29'
L28	N27°13'14"W	100.00'
L29	N72°13'14"W	35.36'
L30	N27°13'14"W	50.00'
L31	N17°46'46"E	35.36'
L32	N27°13'14"W	50.00'
L33	N46°24'19"W	36.32'
L34	N00°10'35"E	25.00'
L35	S89°49'25"E	74.18'
L36	N01°10'37"W	653.56'
L37	S89°56'46"E	744.30'
L38	S00°03'14"W	15.00'



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LINE TABLE		
LINE	BEARING	DISTANCE
L39	N89°56'46"W	663.96'
L40	S44°26'19"W	41.97'
L41	S01°10'37"E	553.65'
L42	S46°27'35"E	36.40'
L43	S00°47'13"E	60.01'
L44	S43°18'26"W	34.18'
L45	S27°13'14"E	50.00'
L46	S72°13'14"E	35.36'
L47	S27°13'14"E	50.00'
L48	S17°46'46"W	35.36'
L49	S27°13'14"E	100.00'
L50	S01°10'37"E	315.22'
L51	S45°37'26"E	35.69'
L52	N89°17'02"E	12.00'
L53	S01°10'37"E	70.15'
L54	S44°22'34"W	35.01'
L55	S01°10'37"E	145.95'
L56	S05°02'26"W	99.67'
L57	N66°50'04"E	284.15'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	4°00'00"	1360.00'	94.95'
C2	19°09'56"	520.00'	173.94'
C3	41°08'49"	600.00'	430.89'
C4	50°34'51"	1050.00'	926.94'
C5	26°02'37"	1050.00'	477.27'
C6	23°36'38"	1150.00'	473.89'
C7	22°58'36"	1050.00'	421.07'
C8	26°02'37"	1150.00'	522.73'
C9	109°06'09"	950.00'	1,808.99'

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	7,200	0.1653
LOT 2	7,200	0.1653
LOT 3	7,200	0.1653
LOT 4	7,200	0.1653
LOT 5	7,440	0.1708
LOT 6	7,440	0.1708
LOT 7	7,427	0.1705
LOT 8	10,211	0.2344
LOT 9	11,083	0.2544
LOT 10	8,484	0.1948
LOT 11	7,433	0.1706
LOT 12	7,618	0.1749
LOT 13	7,654	0.1757
LOT 14	7,654	0.1757
LOT 15	7,654	0.1757
LOT 16	7,478	0.1717
LOT 17	7,478	0.1717

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 18	7,478	0.1717
LOT 19	8,011	0.1839
LOT 20	7,771	0.1784
LOT 21	7,859	0.1804
LOT 22	8,000	0.1837
LOT 23	7,963	0.1828
LOT 24	7,944	0.1824
LOT 25	7,796	0.1790
LOT 26	7,714	0.1771
LOT 27	7,471	0.1715
LOT 28	7,360	0.1690
LOT 29	7,360	0.1690
LOT 30	7,410	0.1701
LOT 31	7,410	0.1701
LOT 32	7,662	0.1759
LOT 33	7,970	0.1830
LOT 34	8,049	0.1848



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 35	8,081	0.1855
LOT 36	8,081	0.1855
LOT 37	8,048	0.1848
LOT 38	7,773	0.1785
LOT 39	7,460	0.1713
LOT 40	7,660	0.1758
LOT 41	7,893	0.1812
LOT 42	7,964	0.1828
LOT 43	8,106	0.1861
LOT 44	8,163	0.1874
LOT 45	8,314	0.1909
LOT 46	8,228	0.1889
LOT 47	8,200	0.1883
LOT 48	8,200	0.1883
LOT 49	8,111	0.1862
LOT 50	7,971	0.1830
LOT 51	8,180	0.1878

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 52	8,184	0.1879
LOT 53	8,127	0.1866
LOT 54	8,042	0.1846
LOT 55	7,959	0.1827
LOT 56	7,877	0.1808
LOT 57	7,798	0.1790
LOT 58	7,688	0.1765
LOT 59	7,320	0.1680
LOT 60	7,557	0.1735
LOT 61	7,661	0.1759
LOT 62	7,712	0.1770
LOT 63	7,723	0.1773
LOT 64	7,733	0.1775
LOT 65	7,708	0.1770
LOT 66	7,588	0.1742
LOT 67	7,590	0.1742
LOT 68	7,693	0.1766



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 69	7,553	0.1734
LOT 70	7,627	0.1751
LOT 71	7,747	0.1779
LOT 72	7,278	0.1671
LOT 73	7,257	0.1666
LOT 74	7,257	0.1666
LOT 75	7,257	0.1666
LOT 76	6,403	0.1470
LOT 77	6,403	0.1470
LOT 78	6,256	0.1436
LOT 79	6,256	0.1436
LOT 80	6,256	0.1436
LOT 81	6,403	0.1470
LOT 82	6,439	0.1478
LOT 83	6,854	0.1574
LOT 84	9,234	0.2120
LOT 85	8,440	0.1937

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 86	6,185	0.1420
LOT 87	6,200	0.1423
LOT 88	6,000	0.1377
LOT 89	6,000	0.1377
LOT 90	6,150	0.1412
LOT 91	6,150	0.1412
LOT 92	6,150	0.1412
LOT 93	7,764	0.1782
LOT 94	6,545	0.1502
LOT 95	6,445	0.1480
LOT 96	6,390	0.1467
LOT 97	6,371	0.1463
LOT 98	6,417	0.1473
LOT 99	6,488	0.1489
LOT 100	6,585	0.1512
LOT 101	6,436	0.1477
LOT 102	6,953	0.1596



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 103	6,225	0.1429
LOT 104	6,416	0.1473
LOT 105	6,788	0.1558
LOT 106	6,760	0.1552
LOT 107	6,290	0.1444
LOT 108	6,150	0.1412
LOT 109	6,150	0.1412
LOT 110	6,203	0.1424
LOT 111	6,309	0.1448
LOT 112	7,319	0.1680
LOT 113	7,879	0.1809
LOT 114	6,427	0.1476
LOT 115	7,558	0.1735
LOT 116	7,247	0.1664
LOT 117	7,146	0.1640
LOT 118	6,402	0.1470
LOT 119	6,273	0.1440

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 120	6,273	0.1440
LOT 121	6,273	0.1440
LOT 122	6,273	0.1440
LOT 123	6,480	0.1488
LOT 124	6,491	0.1490
LOT 125	6,455	0.1482
LOT 126	6,371	0.1463
LOT 127	6,075	0.1395
LOT 128	6,075	0.1395
LOT 129	6,326	0.1452
LOT 130	6,460	0.1483
LOT 131	6,469	0.1485
LOT 132	6,453	0.1481
LOT 133	6,248	0.1434
LOT 134	6,150	0.1412
LOT 135	6,150	0.1412
LOT 136	6,150	0.1412



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 137	6,150	0.1412
LOT 138	6,150	0.1412
LOT 139	6,559	0.1506
LOT 140	7,331	0.1683
LOT 141	7,329	0.1683
LOT 142	6,774	0.1555
LOT 143	6,137	0.1409
LOT 144	6,150	0.1412
LOT 145	6,400	0.1469
LOT 146	6,400	0.1469
LOT 147	6,400	0.1469
LOT 148	6,000	0.1377
LOT 149	6,422	0.1474
LOT 150	6,773	0.1555
LOT 151	6,764	0.1553
LOT 152	6,764	0.1553
LOT 153	6,764	0.1553

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 154	9,692	0.2225
LOT 155	9,055	0.2079
LOT 156	6,329	0.1453
LOT 157	6,600	0.1515
LOT 158	7,198	0.1652
LOT 159	8,239	0.1891
LOT 160	7,143	0.1640
LOT 161	6,815	0.1564
LOT 162	6,399	0.1469
LOT 163	6,000	0.1377
LOT 164	6,000	0.1377
LOT 165	6,000	0.1377
LOT 166	6,000	0.1377
LOT 167	6,000	0.1377
LOT 168	6,000	0.1377
LOT 169	6,235	0.1431
LOT 170	6,326	0.1452



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 171	6,362	0.1460
LOT 172	6,525	0.1498
LOT 173	6,013	0.1380
LOT 174	7,150	0.1641
LOT 175	5,568	0.1278
LOT 176	5,567	0.1278
LOT 177	5,692	0.1307
LOT 178	5,906	0.1356
LOT 179	5,690	0.1306
LOT 180	5,853	0.1344
LOT 181	5,895	0.1353
LOT 182	5,941	0.1364
LOT 183	5,990	0.1375
LOT 184	5,778	0.1326
LOT 185	5,865	0.1346
LOT 186	5,886	0.1351
LOT 187	5,843	0.1341

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 188	5,673	0.1302
LOT 189	5,625	0.1291
LOT 190	5,625	0.1291
LOT 191	5,625	0.1291
LOT 192	5,670	0.1302
LOT 193	5,212	0.1197
LOT 194	5,212	0.1197
LOT 195	5,212	0.1197
LOT 196	5,196	0.1193
LOT 197	5,353	0.1229
LOT 198	5,175	0.1188
LOT 199	5,175	0.1188
LOT 200	5,250	0.1205
LOT 201	5,792	0.1330
LOT 202	6,363	0.1461
LOT 203	6,329	0.1453
LOT 204	6,838	0.1570

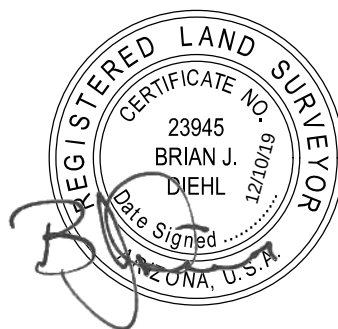


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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 205	6,502	0.1493
LOT 206	9,087	0.2086
LOT 207	11,476	0.2634
LOT 208	5,359	0.1230
LOT 209	5,175	0.1188
LOT 210	5,175	0.1188
LOT 211	5,192	0.1192
LOT 212	5,463	0.1254
LOT 213	5,687	0.1306
LOT 214	5,788	0.1329
LOT 215	6,477	0.1487
LOT 216	6,371	0.1463
LOT 217	5,706	0.1310
LOT 218	5,644	0.1296
LOT 219	5,700	0.1309
LOT 220	5,813	0.1334
LOT 221	5,982	0.1373

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 222	5,986	0.1374
LOT 223	5,823	0.1337
LOT 224	5,717	0.1312
LOT 225	5,653	0.1298
LOT 226	5,535	0.1271
LOT 227	5,535	0.1271
LOT 228	5,535	0.1271
LOT 229	5,535	0.1271
LOT 230	5,777	0.1326
LOT 231	5,233	0.1201
LOT 232	5,233	0.1201
LOT 233	5,274	0.1211
LOT 234	5,399	0.1239
LOT 235	5,399	0.1239
LOT 236	5,399	0.1239
LOT 237	5,399	0.1239
LOT 238	5,399	0.1239



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 239	5,399	0.1239
LOT 240	5,399	0.1239
LOT 241	5,399	0.1239
LOT 242	5,399	0.1239
LOT 243	5,399	0.1239
LOT 244	5,399	0.1239
LOT 245	5,399	0.1239
LOT 246	5,388	0.1237
LOT 247	5,310	0.1219
LOT 248	5,242	0.1204
LOT 249	5,242	0.1204
LOT 250	5,243	0.1204
LOT 251	5,348	0.1228
LOT 252	5,266	0.1209
LOT 253	5,223	0.1199
LOT 254	5,229	0.1201
LOT 255	5,235	0.1202

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 256	5,277	0.1212
LOT 257	5,355	0.1229
LOT 258	5,386	0.1237
LOT 259	5,368	0.1232
LOT 260	5,361	0.1231
LOT 261	5,397	0.1239
LOT 262	5,478	0.1258
LOT 263	5,491	0.1261
LOT 264	5,478	0.1257
LOT 265	5,491	0.1261
LOT 266	5,479	0.1258
LOT 267	5,489	0.1260
LOT 268	5,483	0.1259
LOT 269	5,408	0.1241
LOT 270	5,252	0.1206
LOT 271	5,252	0.1206
LOT 272	5,797	0.1331



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 273	7,150	0.1641
LOT 274	6,000	0.1377
LOT 275	5,717	0.1312
LOT 276	5,733	0.1316
LOT 277	5,733	0.1316
LOT 278	5,718	0.1313
LOT 279	5,400	0.1240
LOT 280	5,400	0.1240
LOT 281	5,400	0.1240
LOT 282	5,400	0.1240
LOT 283	5,400	0.1240
LOT 284	5,400	0.1240
LOT 285	5,400	0.1240
LOT 286	5,400	0.1240
LOT 287	5,400	0.1240
LOT 288	5,996	0.1377
LOT 289	6,184	0.1420

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 290	6,553	0.1504
LOT 291	7,770	0.1784
LOT 292	6,407	0.1471
LOT 293	6,156	0.1413
LOT 294	5,599	0.1285
LOT 295	5,521	0.1267
LOT 296	5,513	0.1266
LOT 297	5,781	0.1327
LOT 298	5,176	0.1188
LOT 299	5,175	0.1188
LOT 300	5,175	0.1188
LOT 301	5,174	0.1188
LOT 302	5,174	0.1188
LOT 303	5,174	0.1188
LOT 304	5,174	0.1188
LOT 305	5,174	0.1188
LOT 306	5,174	0.1188



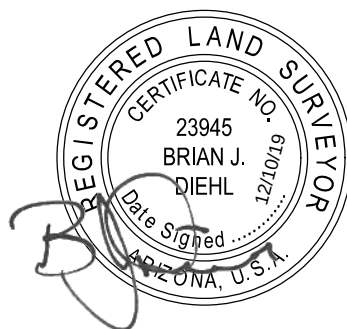
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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 307	5,174	0.1188
LOT 308	5,174	0.1188
LOT 309	5,174	0.1188
LOT 310	5,257	0.1207
LOT 311	6,962	0.1598
LOT 312	5,399	0.1239
LOT 313	5,350	0.1228
LOT 314	5,400	0.1240
LOT 315	5,400	0.1240
LOT 316	5,400	0.1240
LOT 317	5,514	0.1266
LOT 318	5,273	0.1210
LOT 319	5,311	0.1219
LOT 320	5,311	0.1219
LOT 321	5,311	0.1219
LOT 322	5,311	0.1219
LOT 323	5,311	0.1219

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 324	5,311	0.1219
LOT 325	5,311	0.1219
LOT 326	5,311	0.1219
LOT 327	5,310	0.1219
LOT 328	5,310	0.1219
LOT 329	5,310	0.1219
LOT 330	5,310	0.1219
LOT 331	5,376	0.1234
LOT 332	6,955	0.1597
LOT 333	5,369	0.1233
LOT 334	5,260	0.1208
LOT 335	5,242	0.1204
LOT 336	6,407	0.1471
LOT 337	5,535	0.1271
LOT 338	5,535	0.1271
LOT 339	5,593	0.1284
LOT 340	5,730	0.1315



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LOT AREA TABLE

LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 341	5,750	0.1320
LOT 342	5,831	0.1339
LOT 343	6,165	0.1415
LOT 344	6,969	0.1600
LOT 345	6,018	0.1381
LOT 346	5,551	0.1274
TOTAL	2,206,877	50.6710

R.O.W. AREA TABLE

STREET NAME	AREA SQUARE FEET	AREA ACRES
119TH DRIVE	85,281	1.9578
121ST AVENUE	38,300	0.8792
122ND DRIVE	63,134	1.4494
BROADWAY ROAD/ EL MIRAGE ROAD NORTH	465,716	10.6914
EL MIRAGE ROAD SOUTH	117,897	2.7065
LEVI DRIVE	105,197	2.4150
LUXTON LANE	54,079	1.2415
MARGUERITE AVENUE	98,477	2.2607
PARKWAY LANE	83,833	1.9245
WIER AVENUE	120,968	2.7770
ELWOOD STREET	9,959	0.2286
TOTAL R.O.W	1,242,841	28.5316

**WOOD
PATEL**



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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT A	106,026	2.4340
TRACT AA	35,532	0.8157
TRACT B	453,273	10.4057
TRACT BB	6,150	0.1412
TRACT C	2,114	0.0485
TRACT CC	45,183	1.0373
TRACT D	10,504	0.2411
TRACT DD	1,478	0.0339
TRACT E	2,170	0.0498
TRACT EE	11,348	0.2605
TRACT F	13,352	0.3065
TRACT G	2,150	0.0494
TRACT H	30,981	0.7112
TRACT I	17,113	0.3929
TRACT J	1,985	0.0456
TRACT K	2,037	0.0468



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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT L	2,100	0.0482
TRACT M	17,449	0.4006
TRACT N	2,241	0.0515
TRACT O	16,982	0.3898
TRACT P	2,024	0.0465
TRACT Q	2,303	0.0529
TRACT R	6,142	0.1410
TRACT S	15,710	0.3607
TRACT T	1,001	0.0230
TRACT Y	29,598	0.6795
TOTAL TRACT	836,946	19.2136



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RESOLUTION 1014-0320

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF AVONDALE MAINTENANCE IMPROVEMENT DISTRICT NO. 19, ALAMAR II; PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Avondale (the “City Council”) has adopted Resolution 1013-0320 declaring its intent to form the City of Avondale Maintenance Improvement District No. 19 – Alamar II; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 48-574(C), as amended, the City Council has immediate jurisdiction to adopt a resolution ordering the improvements pursuant to ARIZ. REV. STAT. § 48-581, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The public interest or convenience require and it is the intention of the City Council to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Avondale Maintenance Improvement District No. 19 – Alamar II (the “District”) as described and depicted on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The estimate of the cost and expenses for the maintenance of the landscaping within the District on file with the Superintendent of Streets (City Engineer) and the City Clerk is approved and adopted by the City Council.

SECTION 4. The City Council determines maintenance of the landscaping within the District is of more than local or ordinary public benefit, and is of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The City Council makes and orders the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon the District, the area of which is described and depicted as set forth on Exhibit A, and declare that the District benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

SECTION 5. The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the District and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the District only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the District.

SECTION 6. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City (the City Engineer) shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the District to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 7. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the City Council as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 2, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION 1014-0320

[Legal Description and Map of Assessment District]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised December 10, 2019
Revised August 28, 2019
Revised June 27, 2019
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PARCEL DESCRIPTION
Alamar – Phase 2
Maintenance Improvement District

Tract QQ, Alamar-Phase 1, recorded in Book 1462, page 24, Maricopa County Records (M.C.R.), and a portion of land lying within Sections 23, 24, 25, and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the north quarter corner of said Section 25, a 2-inch iron pipe with no identification, from which the northwest corner of said Section 25, a 3-inch Maricopa County Department of Transportation brass cap in handhole, bears North 89°37'21" West (basis of bearing), a distance of 2611.55 feet;

THENCE along the north line of the northwest quarter of said Section 25 and along the north line of Tract MM of said Alamar-Phase 1, North 89°37'21" West, a distance of 207.28 feet, to the northwest corner of said Tract MM;

THENCE leaving said north lines, along the westerly line of said Tract MM, South 11°57'57" East, a distance of 368.36 feet, to the southwest corner of said Tract MM and the northerly right-of-way line of Broadway Road of said Alamar-Phase 1;

THENCE leaving said westerly line, along said northerly right-of-way line, South 66°50'04" West, a distance of 560.80 feet, to the most northerly corner of said Tract QQ and the **POINT OF BEGINNING**;

THENCE leaving said northerly right-of-way line, along the easterly line of said Tract QQ, South 23°09'56" East, a distance of 100.00 feet;

THENCE South 68°09'56" East, a distance of 28.28 feet;

THENCE South 23°09'56" East, a distance of 728.30 feet;

THENCE South 22°20'04" West, a distance of 28.04 feet;

THENCE South 23°09'56" East, a distance of 60.01 feet;

THENCE South 67°39'56" East, a distance of 28.53 feet;

THENCE South 23°09'56" East, a distance of 151.63 feet, to the beginning of a curve;

THENCE southeasterly along said curve to the right, having a radius of 1360.00 feet, concave southwesterly, through a central angle of 04°00'00", a distance of 94.95 feet, to the curves end;

THENCE South 19°09'56" East, a distance of 243.50 feet;

THENCE South 24°50'04" West, a distance of 28.77 feet;

THENCE South 19°09'56" East, a distance of 60.04 feet;

THENCE South 65°09'56" East, a distance of 27.79 feet;

THENCE South 19°09'56" East, a distance of 151.76 feet, to the beginning of a curve;

THENCE southeasterly along said curve to the right, having a radius of 520.00 feet, concave southwesterly, through a central angle of 19°09'56", a distance of 173.94 feet, to the curves end;

THENCE South 00°00'00" East, a distance of 208.47 feet, to the southeast corner of said Tract QQ and the north line of the south 100 feet of the north half of said Section 25;

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THENCE leaving said easterly line, along the south line of said Tract QQ and along said north line, North 89°34'11" West, a distance of 1972.22 feet;

THENCE leaving said south line and said north line, North 00°25'49" East, a distance of 50.00 feet;

THENCE North 63°16'34" West, a distance of 710.33 feet, to the east line of the west 40 feet of said northwest quarter;

THENCE along said east line, North 00°07'07" East, a distance of 223.69 feet;

THENCE leaving said east line, North 89°52'53" West, a distance of 80.00 feet, to the west line of the east 40 feet of the northeast quarter of said Section 26;

THENCE along said west line, North 00°07'07" East, a distance of 172.91 feet, to the beginning of a curve;

THENCE leaving said west line, northerly along said curve to the right, having a radius of 600.00 feet, concave easterly, through a central angle of 41°08'49", a distance of 430.89 feet, to the curves end;

THENCE North 41°15'55" East, a distance of 877.54 feet;

THENCE North 05°39'16" West, a distance of 40.98 feet, to a point of intersection with a non-tangent curve;

THENCE northwesterly along said non-tangent curve to the right, having a radius of 1050.00 feet, concave northeasterly, whose radius bears North 38°14'32" East, through a central angle of 50°34'51", a distance of 926.94 feet, to the curves end;

THENCE North 01°10'37" West, a distance of 177.37 feet;

THENCE North 45°37'26" West, a distance of 42.83 feet;

THENCE North 01°10'37" West, a distance of 92.02 feet;

THENCE North 44°22'34" East, a distance of 42.01 feet;

THENCE North 01°10'37" West, a distance of 303.29 feet, to the beginning of a curve;

THENCE northerly along said curve to the left, having a radius of 1050.00 feet, concave westerly, through a central angle of 26°02'37", a distance of 477.27 feet, to the curves end;

THENCE North 27°13'14" West, a distance of 100.00 feet;

THENCE North 72°13'14" West, a distance of 35.36 feet;

THENCE North 27°13'14" West, a distance of 50.00 feet;

THENCE North 17°46'46" East, a distance of 35.36 feet;

THENCE North 27°13'14" West, a distance of 50.00 feet, to the beginning of a curve;

THENCE northerly along said curve to the right, having a radius of 1150.00 feet, concave easterly, through a central angle of 23°36'38", a distance of 473.89 feet, to a point of intersection with a non-tangent line;

THENCE North 46°24'19" West, a distance of 36.32 feet;

THENCE North 00°10'35" East, a distance of 25.00 feet, to the south line of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, M.C.R.;

THENCE along said south line, South 89°49'25" East, a distance of 74.18 feet, to the west line of the southwest quarter of said Section 24;

THENCE leaving said south line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 744.30 feet;

THENCE leaving said east-west mid-section line, South 00°03'14" West, a distance of 15.00 feet, to the south line of the north 15 feet of said southwest quarter;

THENCE along said south line, North 89°56'46" West, a distance of 663.96 feet;

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THENCE leaving said south line, South 44°26'19" West, a distance of 41.97 feet, to the east line of the west 50 feet of said southwest quarter;
THENCE along said east line, South 01°10'37" East, a distance of 553.65 feet;
THENCE leaving said east line, South 46°27'35" East, a distance of 36.40 feet;
THENCE South 00°47'13" East, a distance of 60.01 feet;
THENCE South 43°18'26" West, a distance of 34.18 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the left, having a radius of 1050.00 feet, concave northeasterly, whose radius bears North 85°45'22" East, through a central angle of 22°58'36", a distance of 421.07 feet, to the curves end;
THENCE South 27°13'14" East, a distance of 50.00 feet;
THENCE South 72°13'14" East, a distance of 35.36 feet;
THENCE South 27°13'14" East, a distance of 50.00 feet;
THENCE South 17°46'46" West, a distance of 35.36 feet;
THENCE South 27°13'14" East, a distance of 100.00 feet, to the beginning of a curve;
THENCE southerly along said curve to the right, having a radius of 1150.00 feet, concave westerly, through a central angle of 26°02'37", a distance of 522.73 feet, to the curves end;
THENCE South 01°10'37" East, a distance of 315.22 feet;
THENCE South 45°37'26" East, a distance of 35.69 feet;
THENCE North 89°17'02" East, a distance of 12.00 feet;
THENCE South 01°10'37" East, a distance of 70.15 feet;
THENCE South 44°22'34" West, a distance of 35.01 feet;
THENCE South 01°10'37" East, a distance of 145.95 feet;
THENCE South 05°02'26" West, a distance of 99.67 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the left, having a radius of 950.00 feet, concave northeasterly, whose radius bears North 85°56'13" East, through a central angle of 109°06'09", a distance of 1808.99 feet, to the curves end;
THENCE North 66°50'04" East, a distance of 284.15 feet, to the **POINT OF BEGINNING**.

Containing 4,418,337 square feet or 101.4311 acres, more or less.

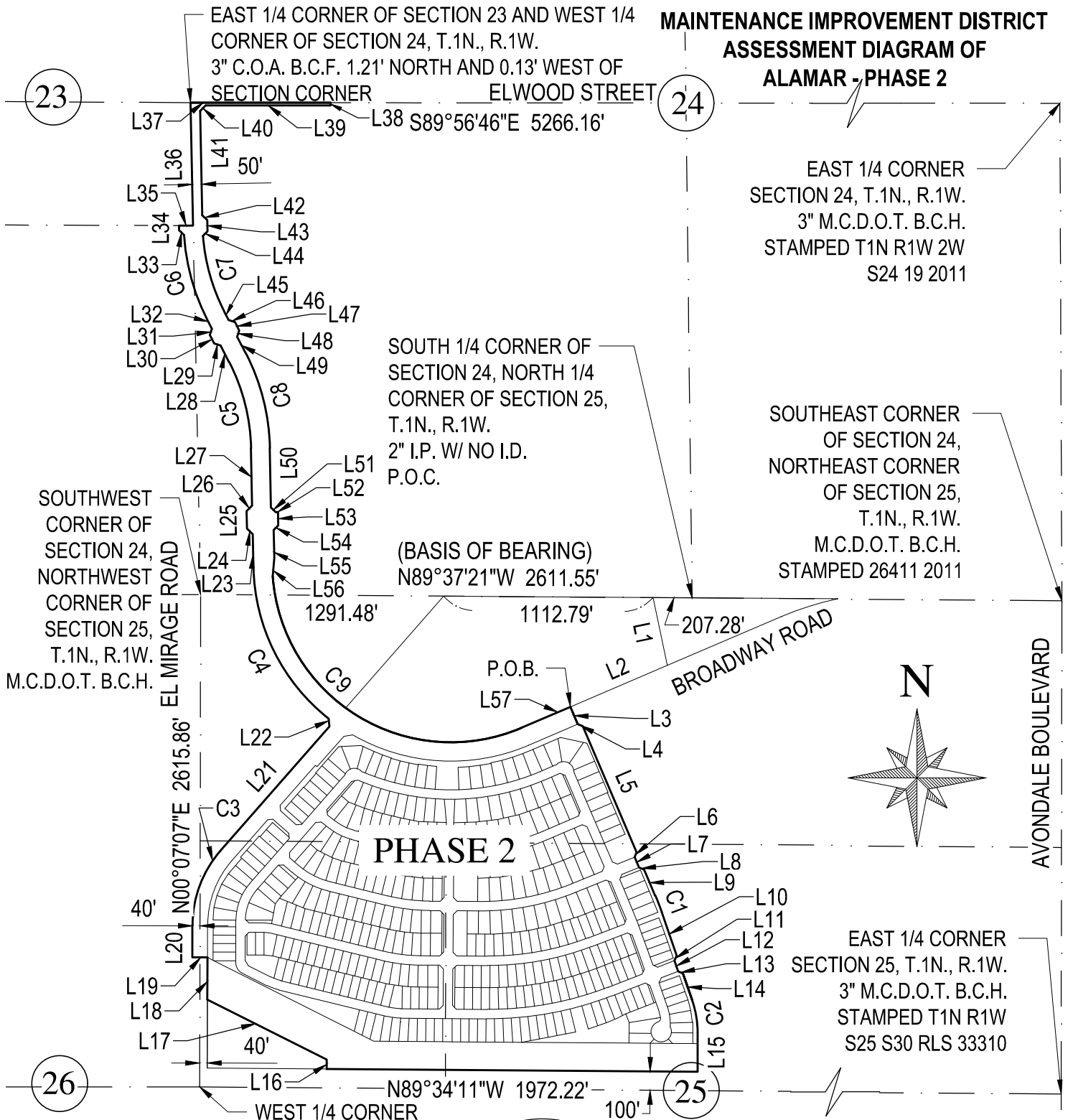
Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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**WOOD
PATEL**



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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S11°57'57"E	368.36'
L2	S66°50'04"W	560.80'
L3	S23°09'56"E	100.00'
L4	S68°09'56"E	28.28'
L5	S23°09'56"E	728.30'
L6	S22°20'04"W	28.04'
L7	S23°09'56"E	60.01'
L8	S67°39'56"E	28.53'
L9	S23°09'56"E	151.63'
L10	S19°09'56"E	243.50'
L11	S24°50'04"W	28.77'
L12	S19°09'56"E	60.04'
L13	S65°09'56"E	27.79'
L14	S19°09'56"E	151.76'
L15	S00°00'00"E	208.47'
L16	N00°25'49"E	50.00'
L17	N63°16'34"W	710.33'
L18	N00°07'07"E	223.69'
L19	N89°52'53"W	80.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N00°07'07"E	172.91'
L21	N41°15'55"E	877.54'
L22	N05°39'16"W	40.98'
L23	N01°10'37"W	177.37'
L24	N45°37'26"W	42.83'
L25	N01°10'37"W	92.02'
L26	N44°22'34"E	42.01'
L27	N01°10'37"W	303.29'
L28	N27°13'14"W	100.00'
L29	N72°13'14"W	35.36'
L30	N27°13'14"W	50.00'
L31	N17°46'46"E	35.36'
L32	N27°13'14"W	50.00'
L33	N46°24'19"W	36.32'
L34	N00°10'35"E	25.00'
L35	S89°49'25"E	74.18'
L36	N01°10'37"W	653.56'
L37	S89°56'46"E	744.30'
L38	S00°03'14"W	15.00'



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LINE TABLE		
LINE	BEARING	DISTANCE
L39	N89°56'46"W	663.96'
L40	S44°26'19"W	41.97'
L41	S01°10'37"E	553.65'
L42	S46°27'35"E	36.40'
L43	S00°47'13"E	60.01'
L44	S43°18'26"W	34.18'
L45	S27°13'14"E	50.00'
L46	S72°13'14"E	35.36'
L47	S27°13'14"E	50.00'
L48	S17°46'46"W	35.36'
L49	S27°13'14"E	100.00'
L50	S01°10'37"E	315.22'
L51	S45°37'26"E	35.69'
L52	N89°17'02"E	12.00'
L53	S01°10'37"E	70.15'
L54	S44°22'34"W	35.01'
L55	S01°10'37"E	145.95'
L56	S05°02'26"W	99.67'
L57	N66°50'04"E	284.15'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	4°00'00"	1360.00'	94.95'
C2	19°09'56"	520.00'	173.94'
C3	41°08'49"	600.00'	430.89'
C4	50°34'51"	1050.00'	926.94'
C5	26°02'37"	1050.00'	477.27'
C6	23°36'38"	1150.00'	473.89'
C7	22°58'36"	1050.00'	421.07'
C8	26°02'37"	1150.00'	522.73'
C9	109°06'09"	950.00'	1,808.99'

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	7,200	0.1653
LOT 2	7,200	0.1653
LOT 3	7,200	0.1653
LOT 4	7,200	0.1653
LOT 5	7,440	0.1708
LOT 6	7,440	0.1708
LOT 7	7,427	0.1705
LOT 8	10,211	0.2344
LOT 9	11,083	0.2544
LOT 10	8,484	0.1948
LOT 11	7,433	0.1706
LOT 12	7,618	0.1749
LOT 13	7,654	0.1757
LOT 14	7,654	0.1757
LOT 15	7,654	0.1757
LOT 16	7,478	0.1717
LOT 17	7,478	0.1717

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 18	7,478	0.1717
LOT 19	8,011	0.1839
LOT 20	7,771	0.1784
LOT 21	7,859	0.1804
LOT 22	8,000	0.1837
LOT 23	7,963	0.1828
LOT 24	7,944	0.1824
LOT 25	7,796	0.1790
LOT 26	7,714	0.1771
LOT 27	7,471	0.1715
LOT 28	7,360	0.1690
LOT 29	7,360	0.1690
LOT 30	7,410	0.1701
LOT 31	7,410	0.1701
LOT 32	7,662	0.1759
LOT 33	7,970	0.1830
LOT 34	8,049	0.1848



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 35	8,081	0.1855
LOT 36	8,081	0.1855
LOT 37	8,048	0.1848
LOT 38	7,773	0.1785
LOT 39	7,460	0.1713
LOT 40	7,660	0.1758
LOT 41	7,893	0.1812
LOT 42	7,964	0.1828
LOT 43	8,106	0.1861
LOT 44	8,163	0.1874
LOT 45	8,314	0.1909
LOT 46	8,228	0.1889
LOT 47	8,200	0.1883
LOT 48	8,200	0.1883
LOT 49	8,111	0.1862
LOT 50	7,971	0.1830
LOT 51	8,180	0.1878

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 52	8,184	0.1879
LOT 53	8,127	0.1866
LOT 54	8,042	0.1846
LOT 55	7,959	0.1827
LOT 56	7,877	0.1808
LOT 57	7,798	0.1790
LOT 58	7,688	0.1765
LOT 59	7,320	0.1680
LOT 60	7,557	0.1735
LOT 61	7,661	0.1759
LOT 62	7,712	0.1770
LOT 63	7,723	0.1773
LOT 64	7,733	0.1775
LOT 65	7,708	0.1770
LOT 66	7,588	0.1742
LOT 67	7,590	0.1742
LOT 68	7,693	0.1766



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 69	7,553	0.1734
LOT 70	7,627	0.1751
LOT 71	7,747	0.1779
LOT 72	7,278	0.1671
LOT 73	7,257	0.1666
LOT 74	7,257	0.1666
LOT 75	7,257	0.1666
LOT 76	6,403	0.1470
LOT 77	6,403	0.1470
LOT 78	6,256	0.1436
LOT 79	6,256	0.1436
LOT 80	6,256	0.1436
LOT 81	6,403	0.1470
LOT 82	6,439	0.1478
LOT 83	6,854	0.1574
LOT 84	9,234	0.2120
LOT 85	8,440	0.1937

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 86	6,185	0.1420
LOT 87	6,200	0.1423
LOT 88	6,000	0.1377
LOT 89	6,000	0.1377
LOT 90	6,150	0.1412
LOT 91	6,150	0.1412
LOT 92	6,150	0.1412
LOT 93	7,764	0.1782
LOT 94	6,545	0.1502
LOT 95	6,445	0.1480
LOT 96	6,390	0.1467
LOT 97	6,371	0.1463
LOT 98	6,417	0.1473
LOT 99	6,488	0.1489
LOT 100	6,585	0.1512
LOT 101	6,436	0.1477
LOT 102	6,953	0.1596



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 103	6,225	0.1429
LOT 104	6,416	0.1473
LOT 105	6,788	0.1558
LOT 106	6,760	0.1552
LOT 107	6,290	0.1444
LOT 108	6,150	0.1412
LOT 109	6,150	0.1412
LOT 110	6,203	0.1424
LOT 111	6,309	0.1448
LOT 112	7,319	0.1680
LOT 113	7,879	0.1809
LOT 114	6,427	0.1476
LOT 115	7,558	0.1735
LOT 116	7,247	0.1664
LOT 117	7,146	0.1640
LOT 118	6,402	0.1470
LOT 119	6,273	0.1440

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 120	6,273	0.1440
LOT 121	6,273	0.1440
LOT 122	6,273	0.1440
LOT 123	6,480	0.1488
LOT 124	6,491	0.1490
LOT 125	6,455	0.1482
LOT 126	6,371	0.1463
LOT 127	6,075	0.1395
LOT 128	6,075	0.1395
LOT 129	6,326	0.1452
LOT 130	6,460	0.1483
LOT 131	6,469	0.1485
LOT 132	6,453	0.1481
LOT 133	6,248	0.1434
LOT 134	6,150	0.1412
LOT 135	6,150	0.1412
LOT 136	6,150	0.1412



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 137	6,150	0.1412
LOT 138	6,150	0.1412
LOT 139	6,559	0.1506
LOT 140	7,331	0.1683
LOT 141	7,329	0.1683
LOT 142	6,774	0.1555
LOT 143	6,137	0.1409
LOT 144	6,150	0.1412
LOT 145	6,400	0.1469
LOT 146	6,400	0.1469
LOT 147	6,400	0.1469
LOT 148	6,000	0.1377
LOT 149	6,422	0.1474
LOT 150	6,773	0.1555
LOT 151	6,764	0.1553
LOT 152	6,764	0.1553
LOT 153	6,764	0.1553

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 154	9,692	0.2225
LOT 155	9,055	0.2079
LOT 156	6,329	0.1453
LOT 157	6,600	0.1515
LOT 158	7,198	0.1652
LOT 159	8,239	0.1891
LOT 160	7,143	0.1640
LOT 161	6,815	0.1564
LOT 162	6,399	0.1469
LOT 163	6,000	0.1377
LOT 164	6,000	0.1377
LOT 165	6,000	0.1377
LOT 166	6,000	0.1377
LOT 167	6,000	0.1377
LOT 168	6,000	0.1377
LOT 169	6,235	0.1431
LOT 170	6,326	0.1452



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 171	6,362	0.1460
LOT 172	6,525	0.1498
LOT 173	6,013	0.1380
LOT 174	7,150	0.1641
LOT 175	5,568	0.1278
LOT 176	5,567	0.1278
LOT 177	5,692	0.1307
LOT 178	5,906	0.1356
LOT 179	5,690	0.1306
LOT 180	5,853	0.1344
LOT 181	5,895	0.1353
LOT 182	5,941	0.1364
LOT 183	5,990	0.1375
LOT 184	5,778	0.1326
LOT 185	5,865	0.1346
LOT 186	5,886	0.1351
LOT 187	5,843	0.1341

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 188	5,673	0.1302
LOT 189	5,625	0.1291
LOT 190	5,625	0.1291
LOT 191	5,625	0.1291
LOT 192	5,670	0.1302
LOT 193	5,212	0.1197
LOT 194	5,212	0.1197
LOT 195	5,212	0.1197
LOT 196	5,196	0.1193
LOT 197	5,353	0.1229
LOT 198	5,175	0.1188
LOT 199	5,175	0.1188
LOT 200	5,250	0.1205
LOT 201	5,792	0.1330
LOT 202	6,363	0.1461
LOT 203	6,329	0.1453
LOT 204	6,838	0.1570

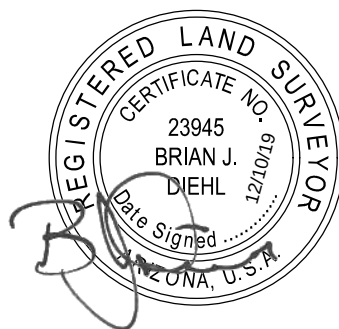


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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 205	6,502	0.1493
LOT 206	9,087	0.2086
LOT 207	11,476	0.2634
LOT 208	5,359	0.1230
LOT 209	5,175	0.1188
LOT 210	5,175	0.1188
LOT 211	5,192	0.1192
LOT 212	5,463	0.1254
LOT 213	5,687	0.1306
LOT 214	5,788	0.1329
LOT 215	6,477	0.1487
LOT 216	6,371	0.1463
LOT 217	5,706	0.1310
LOT 218	5,644	0.1296
LOT 219	5,700	0.1309
LOT 220	5,813	0.1334
LOT 221	5,982	0.1373

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 222	5,986	0.1374
LOT 223	5,823	0.1337
LOT 224	5,717	0.1312
LOT 225	5,653	0.1298
LOT 226	5,535	0.1271
LOT 227	5,535	0.1271
LOT 228	5,535	0.1271
LOT 229	5,535	0.1271
LOT 230	5,777	0.1326
LOT 231	5,233	0.1201
LOT 232	5,233	0.1201
LOT 233	5,274	0.1211
LOT 234	5,399	0.1239
LOT 235	5,399	0.1239
LOT 236	5,399	0.1239
LOT 237	5,399	0.1239
LOT 238	5,399	0.1239



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 239	5,399	0.1239
LOT 240	5,399	0.1239
LOT 241	5,399	0.1239
LOT 242	5,399	0.1239
LOT 243	5,399	0.1239
LOT 244	5,399	0.1239
LOT 245	5,399	0.1239
LOT 246	5,388	0.1237
LOT 247	5,310	0.1219
LOT 248	5,242	0.1204
LOT 249	5,242	0.1204
LOT 250	5,243	0.1204
LOT 251	5,348	0.1228
LOT 252	5,266	0.1209
LOT 253	5,223	0.1199
LOT 254	5,229	0.1201
LOT 255	5,235	0.1202

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 256	5,277	0.1212
LOT 257	5,355	0.1229
LOT 258	5,386	0.1237
LOT 259	5,368	0.1232
LOT 260	5,361	0.1231
LOT 261	5,397	0.1239
LOT 262	5,478	0.1258
LOT 263	5,491	0.1261
LOT 264	5,478	0.1257
LOT 265	5,491	0.1261
LOT 266	5,479	0.1258
LOT 267	5,489	0.1260
LOT 268	5,483	0.1259
LOT 269	5,408	0.1241
LOT 270	5,252	0.1206
LOT 271	5,252	0.1206
LOT 272	5,797	0.1331



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 273	7,150	0.1641
LOT 274	6,000	0.1377
LOT 275	5,717	0.1312
LOT 276	5,733	0.1316
LOT 277	5,733	0.1316
LOT 278	5,718	0.1313
LOT 279	5,400	0.1240
LOT 280	5,400	0.1240
LOT 281	5,400	0.1240
LOT 282	5,400	0.1240
LOT 283	5,400	0.1240
LOT 284	5,400	0.1240
LOT 285	5,400	0.1240
LOT 286	5,400	0.1240
LOT 287	5,400	0.1240
LOT 288	5,996	0.1377
LOT 289	6,184	0.1420

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 290	6,553	0.1504
LOT 291	7,770	0.1784
LOT 292	6,407	0.1471
LOT 293	6,156	0.1413
LOT 294	5,599	0.1285
LOT 295	5,521	0.1267
LOT 296	5,513	0.1266
LOT 297	5,781	0.1327
LOT 298	5,176	0.1188
LOT 299	5,175	0.1188
LOT 300	5,175	0.1188
LOT 301	5,174	0.1188
LOT 302	5,174	0.1188
LOT 303	5,174	0.1188
LOT 304	5,174	0.1188
LOT 305	5,174	0.1188
LOT 306	5,174	0.1188



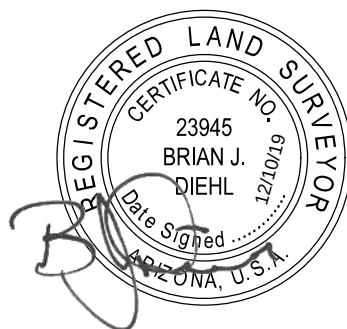
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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 307	5,174	0.1188
LOT 308	5,174	0.1188
LOT 309	5,174	0.1188
LOT 310	5,257	0.1207
LOT 311	6,962	0.1598
LOT 312	5,399	0.1239
LOT 313	5,350	0.1228
LOT 314	5,400	0.1240
LOT 315	5,400	0.1240
LOT 316	5,400	0.1240
LOT 317	5,514	0.1266
LOT 318	5,273	0.1210
LOT 319	5,311	0.1219
LOT 320	5,311	0.1219
LOT 321	5,311	0.1219
LOT 322	5,311	0.1219
LOT 323	5,311	0.1219

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 324	5,311	0.1219
LOT 325	5,311	0.1219
LOT 326	5,311	0.1219
LOT 327	5,310	0.1219
LOT 328	5,310	0.1219
LOT 329	5,310	0.1219
LOT 330	5,310	0.1219
LOT 331	5,376	0.1234
LOT 332	6,955	0.1597
LOT 333	5,369	0.1233
LOT 334	5,260	0.1208
LOT 335	5,242	0.1204
LOT 336	6,407	0.1471
LOT 337	5,535	0.1271
LOT 338	5,535	0.1271
LOT 339	5,593	0.1284
LOT 340	5,730	0.1315



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LOT AREA TABLE

LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 341	5,750	0.1320
LOT 342	5,831	0.1339
LOT 343	6,165	0.1415
LOT 344	6,969	0.1600
LOT 345	6,018	0.1381
LOT 346	5,551	0.1274
TOTAL	2,206,877	50.6710

R.O.W. AREA TABLE

STREET NAME	AREA SQUARE FEET	AREA ACRES
119TH DRIVE	85,281	1.9578
121ST AVENUE	38,300	0.8792
122ND DRIVE	63,134	1.4494
BROADWAY ROAD/ EL MIRAGE ROAD NORTH	465,716	10.6914
EL MIRAGE ROAD SOUTH	117,897	2.7065
LEVI DRIVE	105,197	2.4150
LUXTON LANE	54,079	1.2415
MARGUERITE AVENUE	98,477	2.2607
PARKWAY LANE	83,833	1.9245
WIER AVENUE	120,968	2.7770
ELWOOD STREET	9,959	0.2286
TOTAL R.O.W	1,242,841	28.5316

**WOOD
PATEL**



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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT A	106,026	2.4340
TRACT AA	35,532	0.8157
TRACT B	453,273	10.4057
TRACT BB	6,150	0.1412
TRACT C	2,114	0.0485
TRACT CC	45,183	1.0373
TRACT D	10,504	0.2411
TRACT DD	1,478	0.0339
TRACT E	2,170	0.0498
TRACT EE	11,348	0.2605
TRACT F	13,352	0.3065
TRACT G	2,150	0.0494
TRACT H	30,981	0.7112
TRACT I	17,113	0.3929
TRACT J	1,985	0.0456
TRACT K	2,037	0.0468



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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT L	2,100	0.0482
TRACT M	17,449	0.4006
TRACT N	2,241	0.0515
TRACT O	16,982	0.3898
TRACT P	2,024	0.0465
TRACT Q	2,303	0.0529
TRACT R	6,142	0.1410
TRACT S	15,710	0.3607
TRACT T	1,001	0.0230
TRACT Y	29,598	0.6795
TOTAL TRACT	836,946	19.2136



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**PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF AVONDALE**

**Maintenance Improvement District No. 19
(Alamar Phase II)**

To: Honorable Mayor and Council
City of Avondale, Arizona

Pursuant to ARIZ. REV. STAT. § 48-574(C), the undersigned property owners respectfully petition the Council of the City of Avondale, Arizona (the “City Council”) to order the formation of a Municipal Improvement District (the “District”) under ARIZ. REV. STAT. § 48-574, *et seq.* In support of this petition, the undersigned agree to waive certain rights under Arizona Law and to consent to the formation and completion of the District.

1. Area of District. The proposed District is described by a diagram and by a legal description on Exhibit A, attached hereto and incorporated herein by reference. The proposed District consists of ±101.43 acres and is entirely within the corporate boundaries of the City of Avondale.
2. Ownership. The undersigned is the sole owner of the real property within the proposed District.
3. Purpose. The District is proposed to be formed for the purpose of the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways, and parkways within the proposed District.
4. Public Convenience and Necessity. The necessity for the proposed District is for the operation, maintenance, repair and improvements of landscape, irrigation, drainage and retention facilities and hardscape adjacent to designated public roadways and parkways within the proposed District by the levying of special assessments in the proposed District.
5. Waiver and Consent. The petitioners, with full knowledge of their rights being waived hereunder, hereby expressly waive all of the following:
 - a. Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work relating to the District.
 - b. All protest rights whatsoever under ARIZ. REV. STAT. §§ 48-579(A) and (B), as amended.
 - c. All objections to the filing of and adoption by the City of the plans and specifications, the Engineer’s estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit. The Engineer's Estimate of the costs and expenses of the improvements are attached as part of Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Petition and Waiver Agreement as of _____, 2020.

"Property Owner"

EMPIRE WEST TITLE AGENCY, LLC,
an Arizona limited liability company dba Thomas Title & Escrow,
acting not in its corporate capacity but solely as "Trustee" under its Trust No. 1305TRAZ

By: _____
Julie Herman, Trust Officer

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On, _____ 2020, before me personally appeared Julie Herman, the Trust Officer of EMPIRE WEST TITLE AGENCY, LLC, an Arizona limited liability company d/b/a Thomas Title & Escrow, acting not in its corporate capacity but solely as "Trustee" under its Trust No. 1305TRAZ, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED AND APPROVED BY:

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared Kenneth N. Weise, the Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

**EXHIBIT A
TO
PETITION, WAIVER AND CONSENT TO FORMATION
OF A MUNICIPAL IMPROVEMENT DISTRICT
BY THE CITY OF AVONDALE**

**Maintenance Improvement District No. 19
(Alamar Phase II)**

[Assessment Diagram, Legal Description and Engineer's Estimate]

(See following pages.)

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised December 10, 2019
Revised August 28, 2019
Revised June 27, 2019
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PARCEL DESCRIPTION
Alamar – Phase 2
Maintenance Improvement District

Tract QQ, Alamar-Phase 1, recorded in Book 1462, page 24, Maricopa County Records (M.C.R.), and a portion of land lying within Sections 23, 24, 25, and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the north quarter corner of said Section 25, a 2-inch iron pipe with no identification, from which the northwest corner of said Section 25, a 3-inch Maricopa County Department of Transportation brass cap in handhole, bears North 89°37'21" West (basis of bearing), a distance of 2611.55 feet;

THENCE along the north line of the northwest quarter of said Section 25 and along the north line of Tract MM of said Alamar-Phase 1, North 89°37'21" West, a distance of 207.28 feet, to the northwest corner of said Tract MM;

THENCE leaving said north lines, along the westerly line of said Tract MM, South 11°57'57" East, a distance of 368.36 feet, to the southwest corner of said Tract MM and the northerly right-of-way line of Broadway Road of said Alamar-Phase 1;

THENCE leaving said westerly line, along said northerly right-of-way line, South 66°50'04" West, a distance of 560.80 feet, to the most northerly corner of said Tract QQ and the **POINT OF BEGINNING**;

THENCE leaving said northerly right-of-way line, along the easterly line of said Tract QQ, South 23°09'56" East, a distance of 100.00 feet;

THENCE South 68°09'56" East, a distance of 28.28 feet;

THENCE South 23°09'56" East, a distance of 728.30 feet;

THENCE South 22°20'04" West, a distance of 28.04 feet;

THENCE South 23°09'56" East, a distance of 60.01 feet;

THENCE South 67°39'56" East, a distance of 28.53 feet;

THENCE South 23°09'56" East, a distance of 151.63 feet, to the beginning of a curve;

THENCE southeasterly along said curve to the right, having a radius of 1360.00 feet, concave southwesterly, through a central angle of 04°00'00", a distance of 94.95 feet, to the curves end;

THENCE South 19°09'56" East, a distance of 243.50 feet;

THENCE South 24°50'04" West, a distance of 28.77 feet;

THENCE South 19°09'56" East, a distance of 60.04 feet;

THENCE South 65°09'56" East, a distance of 27.79 feet;

THENCE South 19°09'56" East, a distance of 151.76 feet, to the beginning of a curve;

THENCE southeasterly along said curve to the right, having a radius of 520.00 feet, concave southwesterly, through a central angle of 19°09'56", a distance of 173.94 feet, to the curves end;

THENCE South 00°00'00" East, a distance of 208.47 feet, to the southeast corner of said Tract QQ and the north line of the south 100 feet of the north half of said Section 25;

Parcel Description
Alamar – Phase 2
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THENCE leaving said easterly line, along the south line of said Tract QQ and along said north line, North 89°34'11" West, a distance of 1972.22 feet;

THENCE leaving said south line and said north line, North 00°25'49" East, a distance of 50.00 feet;

THENCE North 63°16'34" West, a distance of 710.33 feet, to the east line of the west 40 feet of said northwest quarter;

THENCE along said east line, North 00°07'07" East, a distance of 223.69 feet;

THENCE leaving said east line, North 89°52'53" West, a distance of 80.00 feet, to the west line of the east 40 feet of the northeast quarter of said Section 26;

THENCE along said west line, North 00°07'07" East, a distance of 172.91 feet, to the beginning of a curve;

THENCE leaving said west line, northerly along said curve to the right, having a radius of 600.00 feet, concave easterly, through a central angle of 41°08'49", a distance of 430.89 feet, to the curves end;

THENCE North 41°15'55" East, a distance of 877.54 feet;

THENCE North 05°39'16" West, a distance of 40.98 feet, to a point of intersection with a non-tangent curve;

THENCE northwesterly along said non-tangent curve to the right, having a radius of 1050.00 feet, concave northeasterly, whose radius bears North 38°14'32" East, through a central angle of 50°34'51", a distance of 926.94 feet, to the curves end;

THENCE North 01°10'37" West, a distance of 177.37 feet;

THENCE North 45°37'26" West, a distance of 42.83 feet;

THENCE North 01°10'37" West, a distance of 92.02 feet;

THENCE North 44°22'34" East, a distance of 42.01 feet;

THENCE North 01°10'37" West, a distance of 303.29 feet, to the beginning of a curve;

THENCE northerly along said curve to the left, having a radius of 1050.00 feet, concave westerly, through a central angle of 26°02'37", a distance of 477.27 feet, to the curves end;

THENCE North 27°13'14" West, a distance of 100.00 feet;

THENCE North 72°13'14" West, a distance of 35.36 feet;

THENCE North 27°13'14" West, a distance of 50.00 feet;

THENCE North 17°46'46" East, a distance of 35.36 feet;

THENCE North 27°13'14" West, a distance of 50.00 feet, to the beginning of a curve;

THENCE northerly along said curve to the right, having a radius of 1150.00 feet, concave easterly, through a central angle of 23°36'38", a distance of 473.89 feet, to a point of intersection with a non-tangent line;

THENCE North 46°24'19" West, a distance of 36.32 feet;

THENCE North 00°10'35" East, a distance of 25.00 feet, to the south line of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, M.C.R.;

THENCE along said south line, South 89°49'25" East, a distance of 74.18 feet, to the west line of the southwest quarter of said Section 24;

THENCE leaving said south line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 744.30 feet;

THENCE leaving said east-west mid-section line, South 00°03'14" West, a distance of 15.00 feet, to the south line of the north 15 feet of said southwest quarter;

THENCE along said south line, North 89°56'46" West, a distance of 663.96 feet;

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THENCE leaving said south line, South 44°26'19" West, a distance of 41.97 feet, to the east line of the west 50 feet of said southwest quarter;
THENCE along said east line, South 01°10'37" East, a distance of 553.65 feet;
THENCE leaving said east line, South 46°27'35" East, a distance of 36.40 feet;
THENCE South 00°47'13" East, a distance of 60.01 feet;
THENCE South 43°18'26" West, a distance of 34.18 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the left, having a radius of 1050.00 feet, concave northeasterly, whose radius bears North 85°45'22" East, through a central angle of 22°58'36", a distance of 421.07 feet, to the curves end;
THENCE South 27°13'14" East, a distance of 50.00 feet;
THENCE South 72°13'14" East, a distance of 35.36 feet;
THENCE South 27°13'14" East, a distance of 50.00 feet;
THENCE South 17°46'46" West, a distance of 35.36 feet;
THENCE South 27°13'14" East, a distance of 100.00 feet, to the beginning of a curve;
THENCE southerly along said curve to the right, having a radius of 1150.00 feet, concave westerly, through a central angle of 26°02'37", a distance of 522.73 feet, to the curves end;
THENCE South 01°10'37" East, a distance of 315.22 feet;
THENCE South 45°37'26" East, a distance of 35.69 feet;
THENCE North 89°17'02" East, a distance of 12.00 feet;
THENCE South 01°10'37" East, a distance of 70.15 feet;
THENCE South 44°22'34" West, a distance of 35.01 feet;
THENCE South 01°10'37" East, a distance of 145.95 feet;
THENCE South 05°02'26" West, a distance of 99.67 feet, to a point of intersection with a non-tangent curve;
THENCE southeasterly along said non-tangent curve to the left, having a radius of 950.00 feet, concave northeasterly, whose radius bears North 85°56'13" East, through a central angle of 109°06'09", a distance of 1808.99 feet, to the curves end;
THENCE North 66°50'04" East, a distance of 284.15 feet, to the **POINT OF BEGINNING**.

Containing 4,418,337 square feet or 101.4311 acres, more or less.

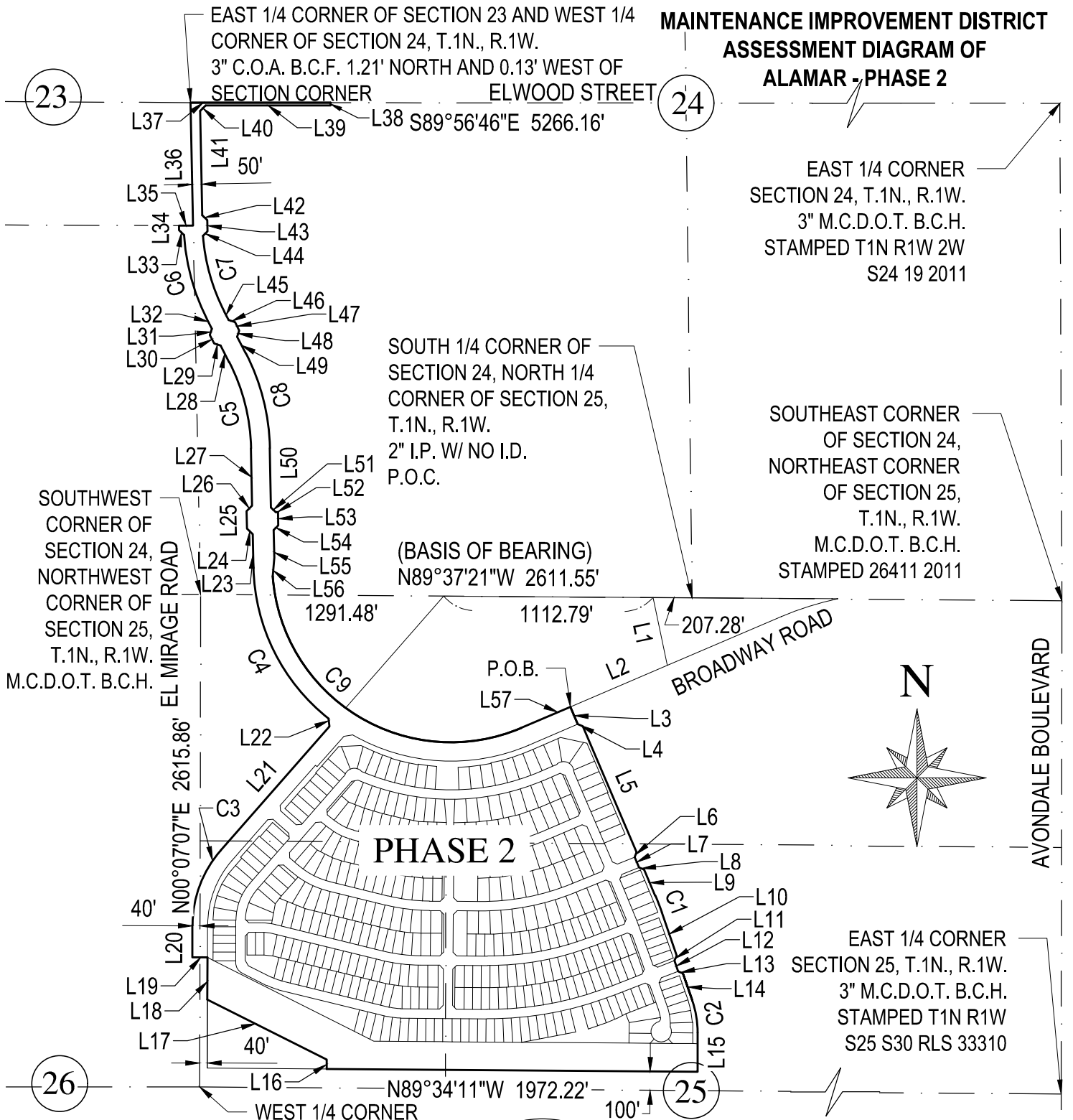
Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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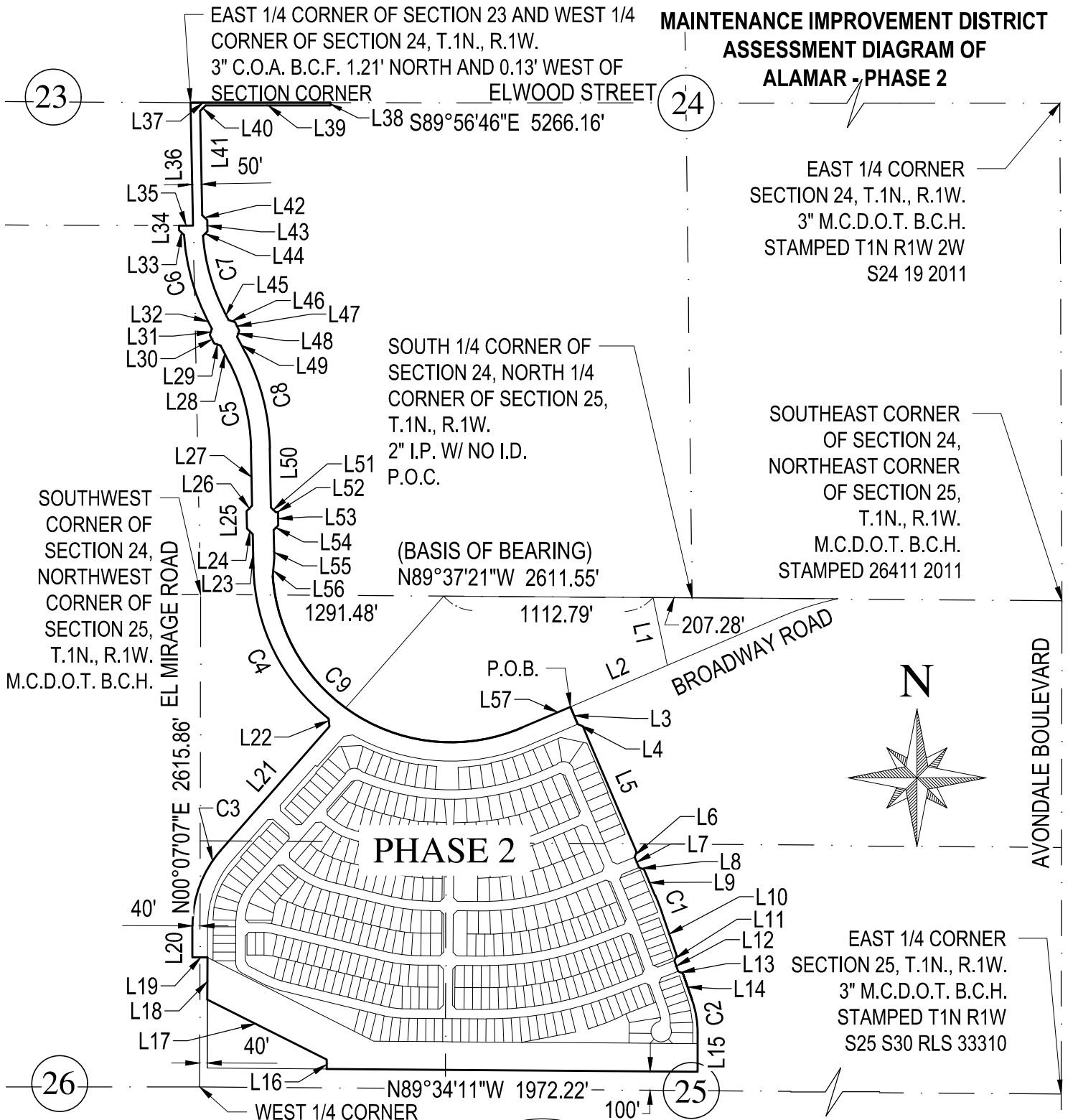
**WOOD
PATEL**



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**WOOD
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S11°57'57"E	368.36'
L2	S66°50'04"W	560.80'
L3	S23°09'56"E	100.00'
L4	S68°09'56"E	28.28'
L5	S23°09'56"E	728.30'
L6	S22°20'04"W	28.04'
L7	S23°09'56"E	60.01'
L8	S67°39'56"E	28.53'
L9	S23°09'56"E	151.63'
L10	S19°09'56"E	243.50'
L11	S24°50'04"W	28.77'
L12	S19°09'56"E	60.04'
L13	S65°09'56"E	27.79'
L14	S19°09'56"E	151.76'
L15	S00°00'00"E	208.47'
L16	N00°25'49"E	50.00'
L17	N63°16'34"W	710.33'
L18	N00°07'07"E	223.69'
L19	N89°52'53"W	80.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N00°07'07"E	172.91'
L21	N41°15'55"E	877.54'
L22	N05°39'16"W	40.98'
L23	N01°10'37"W	177.37'
L24	N45°37'26"W	42.83'
L25	N01°10'37"W	92.02'
L26	N44°22'34"E	42.01'
L27	N01°10'37"W	303.29'
L28	N27°13'14"W	100.00'
L29	N72°13'14"W	35.36'
L30	N27°13'14"W	50.00'
L31	N17°46'46"E	35.36'
L32	N27°13'14"W	50.00'
L33	N46°24'19"W	36.32'
L34	N00°10'35"E	25.00'
L35	S89°49'25"E	74.18'
L36	N01°10'37"W	653.56'
L37	S89°56'46"E	744.30'
L38	S00°03'14"W	15.00'



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LINE TABLE		
LINE	BEARING	DISTANCE
L39	N89°56'46"W	663.96'
L40	S44°26'19"W	41.97'
L41	S01°10'37"E	553.65'
L42	S46°27'35"E	36.40'
L43	S00°47'13"E	60.01'
L44	S43°18'26"W	34.18'
L45	S27°13'14"E	50.00'
L46	S72°13'14"E	35.36'
L47	S27°13'14"E	50.00'
L48	S17°46'46"W	35.36'
L49	S27°13'14"E	100.00'
L50	S01°10'37"E	315.22'
L51	S45°37'26"E	35.69'
L52	N89°17'02"E	12.00'
L53	S01°10'37"E	70.15'
L54	S44°22'34"W	35.01'
L55	S01°10'37"E	145.95'
L56	S05°02'26"W	99.67'
L57	N66°50'04"E	284.15'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	4°00'00"	1360.00'	94.95'
C2	19°09'56"	520.00'	173.94'
C3	41°08'49"	600.00'	430.89'
C4	50°34'51"	1050.00'	926.94'
C5	26°02'37"	1050.00'	477.27'
C6	23°36'38"	1150.00'	473.89'
C7	22°58'36"	1050.00'	421.07'
C8	26°02'37"	1150.00'	522.73'
C9	109°06'09"	950.00'	1,808.99'

NOTE: THIS IMPROVEMENT DISTRICT IS FORMED FOR THE EXPRESS PURPOSE OF PROVIDING THE MAINTENANCE AND OPERATION OF THE SIDEWALKS, LANDSCAPING, LANDSCAPED DRAINAGE FACILITIES, AND RELATED IMPROVEMENTS ADJACENT TO AND ALONG THE PUBLIC ROADWAYS AND PARKWAYS WITHIN THE DISTRICT.



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	7,200	0.1653
LOT 2	7,200	0.1653
LOT 3	7,200	0.1653
LOT 4	7,200	0.1653
LOT 5	7,440	0.1708
LOT 6	7,440	0.1708
LOT 7	7,427	0.1705
LOT 8	10,211	0.2344
LOT 9	11,083	0.2544
LOT 10	8,484	0.1948
LOT 11	7,433	0.1706
LOT 12	7,618	0.1749
LOT 13	7,654	0.1757
LOT 14	7,654	0.1757
LOT 15	7,654	0.1757
LOT 16	7,478	0.1717
LOT 17	7,478	0.1717

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 18	7,478	0.1717
LOT 19	8,011	0.1839
LOT 20	7,771	0.1784
LOT 21	7,859	0.1804
LOT 22	8,000	0.1837
LOT 23	7,963	0.1828
LOT 24	7,944	0.1824
LOT 25	7,796	0.1790
LOT 26	7,714	0.1771
LOT 27	7,471	0.1715
LOT 28	7,360	0.1690
LOT 29	7,360	0.1690
LOT 30	7,410	0.1701
LOT 31	7,410	0.1701
LOT 32	7,662	0.1759
LOT 33	7,970	0.1830
LOT 34	8,049	0.1848



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 35	8,081	0.1855
LOT 36	8,081	0.1855
LOT 37	8,048	0.1848
LOT 38	7,773	0.1785
LOT 39	7,460	0.1713
LOT 40	7,660	0.1758
LOT 41	7,893	0.1812
LOT 42	7,964	0.1828
LOT 43	8,106	0.1861
LOT 44	8,163	0.1874
LOT 45	8,314	0.1909
LOT 46	8,228	0.1889
LOT 47	8,200	0.1883
LOT 48	8,200	0.1883
LOT 49	8,111	0.1862
LOT 50	7,971	0.1830
LOT 51	8,180	0.1878

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 52	8,184	0.1879
LOT 53	8,127	0.1866
LOT 54	8,042	0.1846
LOT 55	7,959	0.1827
LOT 56	7,877	0.1808
LOT 57	7,798	0.1790
LOT 58	7,688	0.1765
LOT 59	7,320	0.1680
LOT 60	7,557	0.1735
LOT 61	7,661	0.1759
LOT 62	7,712	0.1770
LOT 63	7,723	0.1773
LOT 64	7,733	0.1775
LOT 65	7,708	0.1770
LOT 66	7,588	0.1742
LOT 67	7,590	0.1742
LOT 68	7,693	0.1766



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 69	7,553	0.1734
LOT 70	7,627	0.1751
LOT 71	7,747	0.1779
LOT 72	7,278	0.1671
LOT 73	7,257	0.1666
LOT 74	7,257	0.1666
LOT 75	7,257	0.1666
LOT 76	6,403	0.1470
LOT 77	6,403	0.1470
LOT 78	6,256	0.1436
LOT 79	6,256	0.1436
LOT 80	6,256	0.1436
LOT 81	6,403	0.1470
LOT 82	6,439	0.1478
LOT 83	6,854	0.1574
LOT 84	9,234	0.2120
LOT 85	8,440	0.1937

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 86	6,185	0.1420
LOT 87	6,200	0.1423
LOT 88	6,000	0.1377
LOT 89	6,000	0.1377
LOT 90	6,150	0.1412
LOT 91	6,150	0.1412
LOT 92	6,150	0.1412
LOT 93	7,764	0.1782
LOT 94	6,545	0.1502
LOT 95	6,445	0.1480
LOT 96	6,390	0.1467
LOT 97	6,371	0.1463
LOT 98	6,417	0.1473
LOT 99	6,488	0.1489
LOT 100	6,585	0.1512
LOT 101	6,436	0.1477
LOT 102	6,953	0.1596



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 103	6,225	0.1429
LOT 104	6,416	0.1473
LOT 105	6,788	0.1558
LOT 106	6,760	0.1552
LOT 107	6,290	0.1444
LOT 108	6,150	0.1412
LOT 109	6,150	0.1412
LOT 110	6,203	0.1424
LOT 111	6,309	0.1448
LOT 112	7,319	0.1680
LOT 113	7,879	0.1809
LOT 114	6,427	0.1476
LOT 115	7,558	0.1735
LOT 116	7,247	0.1664
LOT 117	7,146	0.1640
LOT 118	6,402	0.1470
LOT 119	6,273	0.1440

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 120	6,273	0.1440
LOT 121	6,273	0.1440
LOT 122	6,273	0.1440
LOT 123	6,480	0.1488
LOT 124	6,491	0.1490
LOT 125	6,455	0.1482
LOT 126	6,371	0.1463
LOT 127	6,075	0.1395
LOT 128	6,075	0.1395
LOT 129	6,326	0.1452
LOT 130	6,460	0.1483
LOT 131	6,469	0.1485
LOT 132	6,453	0.1481
LOT 133	6,248	0.1434
LOT 134	6,150	0.1412
LOT 135	6,150	0.1412
LOT 136	6,150	0.1412



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 137	6,150	0.1412
LOT 138	6,150	0.1412
LOT 139	6,559	0.1506
LOT 140	7,331	0.1683
LOT 141	7,329	0.1683
LOT 142	6,774	0.1555
LOT 143	6,137	0.1409
LOT 144	6,150	0.1412
LOT 145	6,400	0.1469
LOT 146	6,400	0.1469
LOT 147	6,400	0.1469
LOT 148	6,000	0.1377
LOT 149	6,422	0.1474
LOT 150	6,773	0.1555
LOT 151	6,764	0.1553
LOT 152	6,764	0.1553
LOT 153	6,764	0.1553

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 154	9,692	0.2225
LOT 155	9,055	0.2079
LOT 156	6,329	0.1453
LOT 157	6,600	0.1515
LOT 158	7,198	0.1652
LOT 159	8,239	0.1891
LOT 160	7,143	0.1640
LOT 161	6,815	0.1564
LOT 162	6,399	0.1469
LOT 163	6,000	0.1377
LOT 164	6,000	0.1377
LOT 165	6,000	0.1377
LOT 166	6,000	0.1377
LOT 167	6,000	0.1377
LOT 168	6,000	0.1377
LOT 169	6,235	0.1431
LOT 170	6,326	0.1452



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 171	6,362	0.1460
LOT 172	6,525	0.1498
LOT 173	6,013	0.1380
LOT 174	7,150	0.1641
LOT 175	5,568	0.1278
LOT 176	5,567	0.1278
LOT 177	5,692	0.1307
LOT 178	5,906	0.1356
LOT 179	5,690	0.1306
LOT 180	5,853	0.1344
LOT 181	5,895	0.1353
LOT 182	5,941	0.1364
LOT 183	5,990	0.1375
LOT 184	5,778	0.1326
LOT 185	5,865	0.1346
LOT 186	5,886	0.1351
LOT 187	5,843	0.1341

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 188	5,673	0.1302
LOT 189	5,625	0.1291
LOT 190	5,625	0.1291
LOT 191	5,625	0.1291
LOT 192	5,670	0.1302
LOT 193	5,212	0.1197
LOT 194	5,212	0.1197
LOT 195	5,212	0.1197
LOT 196	5,196	0.1193
LOT 197	5,353	0.1229
LOT 198	5,175	0.1188
LOT 199	5,175	0.1188
LOT 200	5,250	0.1205
LOT 201	5,792	0.1330
LOT 202	6,363	0.1461
LOT 203	6,329	0.1453
LOT 204	6,838	0.1570



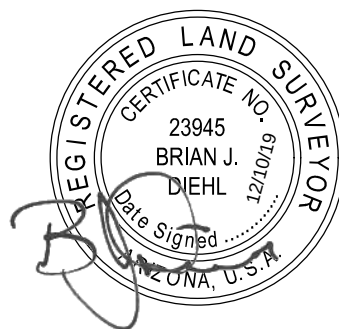
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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 205	6,502	0.1493
LOT 206	9,087	0.2086
LOT 207	11,476	0.2634
LOT 208	5,359	0.1230
LOT 209	5,175	0.1188
LOT 210	5,175	0.1188
LOT 211	5,192	0.1192
LOT 212	5,463	0.1254
LOT 213	5,687	0.1306
LOT 214	5,788	0.1329
LOT 215	6,477	0.1487
LOT 216	6,371	0.1463
LOT 217	5,706	0.1310
LOT 218	5,644	0.1296
LOT 219	5,700	0.1309
LOT 220	5,813	0.1334
LOT 221	5,982	0.1373

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 222	5,986	0.1374
LOT 223	5,823	0.1337
LOT 224	5,717	0.1312
LOT 225	5,653	0.1298
LOT 226	5,535	0.1271
LOT 227	5,535	0.1271
LOT 228	5,535	0.1271
LOT 229	5,535	0.1271
LOT 230	5,777	0.1326
LOT 231	5,233	0.1201
LOT 232	5,233	0.1201
LOT 233	5,274	0.1211
LOT 234	5,399	0.1239
LOT 235	5,399	0.1239
LOT 236	5,399	0.1239
LOT 237	5,399	0.1239
LOT 238	5,399	0.1239



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 239	5,399	0.1239
LOT 240	5,399	0.1239
LOT 241	5,399	0.1239
LOT 242	5,399	0.1239
LOT 243	5,399	0.1239
LOT 244	5,399	0.1239
LOT 245	5,399	0.1239
LOT 246	5,388	0.1237
LOT 247	5,310	0.1219
LOT 248	5,242	0.1204
LOT 249	5,242	0.1204
LOT 250	5,243	0.1204
LOT 251	5,348	0.1228
LOT 252	5,266	0.1209
LOT 253	5,223	0.1199
LOT 254	5,229	0.1201
LOT 255	5,235	0.1202

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 256	5,277	0.1212
LOT 257	5,355	0.1229
LOT 258	5,386	0.1237
LOT 259	5,368	0.1232
LOT 260	5,361	0.1231
LOT 261	5,397	0.1239
LOT 262	5,478	0.1258
LOT 263	5,491	0.1261
LOT 264	5,478	0.1257
LOT 265	5,491	0.1261
LOT 266	5,479	0.1258
LOT 267	5,489	0.1260
LOT 268	5,483	0.1259
LOT 269	5,408	0.1241
LOT 270	5,252	0.1206
LOT 271	5,252	0.1206
LOT 272	5,797	0.1331



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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 273	7,150	0.1641
LOT 274	6,000	0.1377
LOT 275	5,717	0.1312
LOT 276	5,733	0.1316
LOT 277	5,733	0.1316
LOT 278	5,718	0.1313
LOT 279	5,400	0.1240
LOT 280	5,400	0.1240
LOT 281	5,400	0.1240
LOT 282	5,400	0.1240
LOT 283	5,400	0.1240
LOT 284	5,400	0.1240
LOT 285	5,400	0.1240
LOT 286	5,400	0.1240
LOT 287	5,400	0.1240
LOT 288	5,996	0.1377
LOT 289	6,184	0.1420

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 290	6,553	0.1504
LOT 291	7,770	0.1784
LOT 292	6,407	0.1471
LOT 293	6,156	0.1413
LOT 294	5,599	0.1285
LOT 295	5,521	0.1267
LOT 296	5,513	0.1266
LOT 297	5,781	0.1327
LOT 298	5,176	0.1188
LOT 299	5,175	0.1188
LOT 300	5,175	0.1188
LOT 301	5,174	0.1188
LOT 302	5,174	0.1188
LOT 303	5,174	0.1188
LOT 304	5,174	0.1188
LOT 305	5,174	0.1188
LOT 306	5,174	0.1188



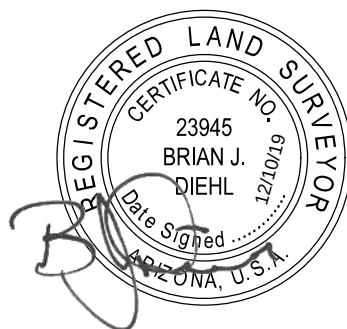
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LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 307	5,174	0.1188
LOT 308	5,174	0.1188
LOT 309	5,174	0.1188
LOT 310	5,257	0.1207
LOT 311	6,962	0.1598
LOT 312	5,399	0.1239
LOT 313	5,350	0.1228
LOT 314	5,400	0.1240
LOT 315	5,400	0.1240
LOT 316	5,400	0.1240
LOT 317	5,514	0.1266
LOT 318	5,273	0.1210
LOT 319	5,311	0.1219
LOT 320	5,311	0.1219
LOT 321	5,311	0.1219
LOT 322	5,311	0.1219
LOT 323	5,311	0.1219

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 324	5,311	0.1219
LOT 325	5,311	0.1219
LOT 326	5,311	0.1219
LOT 327	5,310	0.1219
LOT 328	5,310	0.1219
LOT 329	5,310	0.1219
LOT 330	5,310	0.1219
LOT 331	5,376	0.1234
LOT 332	6,955	0.1597
LOT 333	5,369	0.1233
LOT 334	5,260	0.1208
LOT 335	5,242	0.1204
LOT 336	6,407	0.1471
LOT 337	5,535	0.1271
LOT 338	5,535	0.1271
LOT 339	5,593	0.1284
LOT 340	5,730	0.1315



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LOT AREA TABLE

LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 341	5,750	0.1320
LOT 342	5,831	0.1339
LOT 343	6,165	0.1415
LOT 344	6,969	0.1600
LOT 345	6,018	0.1381
LOT 346	5,551	0.1274
TOTAL	2,206,877	50.6710

R.O.W. AREA TABLE

STREET NAME	AREA SQUARE FEET	AREA ACRES
119TH DRIVE	85,281	1.9578
121ST AVENUE	38,300	0.8792
122ND DRIVE	63,134	1.4494
BROADWAY ROAD/ EL MIRAGE ROAD NORTH	465,716	10.6914
EL MIRAGE ROAD SOUTH	117,897	2.7065
LEVI DRIVE	105,197	2.4150
LUXTON LANE	54,079	1.2415
MARGUERITE AVENUE	98,477	2.2607
PARKWAY LANE	83,833	1.9245
WIER AVENUE	120,968	2.7770
ELWOOD STREET	9,959	0.2286
TOTAL R.O.W	1,242,841	28.5316

**WOOD
PATEL**



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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT A	106,026	2.4340
TRACT AA	35,532	0.8157
TRACT B	453,273	10.4057
TRACT BB	6,150	0.1412
TRACT C	2,114	0.0485
TRACT CC	45,183	1.0373
TRACT D	10,504	0.2411
TRACT DD	1,478	0.0339
TRACT E	2,170	0.0498
TRACT EE	11,348	0.2605
TRACT F	13,352	0.3065
TRACT G	2,150	0.0494
TRACT H	30,981	0.7112
TRACT I	17,113	0.3929
TRACT J	1,985	0.0456
TRACT K	2,037	0.0468



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TRACT AREA TABLE		
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES
TRACT L	2,100	0.0482
TRACT M	17,449	0.4006
TRACT N	2,241	0.0515
TRACT O	16,982	0.3898
TRACT P	2,024	0.0465
TRACT Q	2,303	0.0529
TRACT R	6,142	0.1410
TRACT S	15,710	0.3607
TRACT T	1,001	0.0230
TRACT Y	29,598	0.6795
TOTAL TRACT	836,946	19.2136

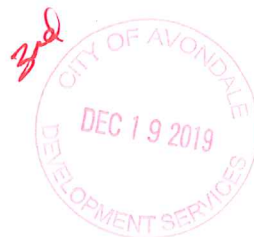


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CITY OF AVONDALE

MAINTENANCE IMPROVEMENT DISTRICT NO. 19 "Alamar – Phase 2" Tracts A through T, Y and AA through EE



ENGINEER'S ESTIMATE

In compliance with the provisions of A.R.S. Title 48, Chapter 4, Article 2, Section §48-574, and all amendments and supplements thereto, we hereby estimate the costs and expenses of said improvement to be as follows:

AREA

- Right-of-Way: 28.53 Acres
- Tract Area: 19.21 Acres

ANNUAL MAINTENANCE FEE

- Right of Way
 $28.53 \text{ Acres} \times \$2,000/\text{Acre} = \$57,060$
- Tract Area
 $19.21 \text{ Acres} \times \$10,500/\text{Acre} = \underline{\$201,705}$
 $\$258,765$

ANNUAL ADMINISTRATIVE FEE

$(\$258,765.00) \times 5\% = \$12,938.25$

TOTAL ANNUAL COST

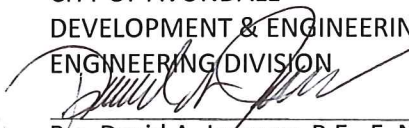
$\$258,765.00 + \$12,938.25 = \$271,703.25$

TOTAL COST PER MONTH

$\$271,703.25 \div 12 \text{ months} = \$22,641.94$

Dated: December 10, 2019

CITY OF AVONDALE
DEVELOPMENT & ENGINEERING SERVICES
ENGINEERING DIVISION


By: David A. Janover, P.E., F. NSPE, CFM

CITY COUNCIL REPORT

SUBJECT: Ordinance 2007-0320 - Acquisition of Real Property and Temporary Construction Easement for the North Avondale Water Supply Project

MEETING DATE: 3/2/2020

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director, (623) 333-4410

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Ordinance 2007-0320 authorizing the Purchase of Real Property and a Temporary Construction Easement for the North Avondale Water Supply Project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale is entitled to 5,416 acre feet (AF) per year of Colorado River water delivered through the Central Arizona Project (CAP). On August 6, 2018 City Council approved an Intergovernmental Agreement with the City of Phoenix to allow the City of Phoenix to divert, treat, and transport Avondale's CAP water to a service interconnection with Phoenix's existing water distribution system near the intersection of 107th Avenue and Indian School Road in Phoenix (the "Interconnect"). This partnership with the City of Phoenix allows us to have physical access to our CAP water which is a surface water source. As identified in the recent and previous master plans, adding a surface water source will improve the reliability of the City's water system. Diversified water sources ensure a solid water portfolio and operations approach. The Intergovernmental Agreement presents a long-term partnership that provides the benefit of resilience and sustainability to both cities. As part of the agreement, the City of Avondale is responsible for the construction of the Interconnect facility. Staff previously reported they were in the process of developing contracts for design and construction of the project, which would be brought before Council for approval.

On September 17, 2018 City Council approved a design contract with Carollo Engineers for the design of these facilities. On October 15, 2018, Council approved a Construction Manager at Risk Agreement (CMAR) with PCL Construction for design phase review and complete construction services related to the NAWS Project. The CMAR agreement was amended on October 3, 2019 for GMP 1 for the procurement of interconnect pipe for the project. The City anticipates the second amendment for the final GMP to be submitted in the spring of 2020.

DISCUSSION:

The construction of the NAWS facility requires purchase of land approximate to the City of Phoenix's existing water distribution system near the intersection of 107th Avenue and Indian School Road. A parcel near the southeast corner of the intersection was determined to be optimal due to acquisition cost, proximity to City of Phoenix distribution system and having the least impact on future development. The property is currently open space within in Westwind subdivision used for water retention and common area.

This property to be acquired is 0.0386 acres (1,680 SF) and is owned by the Westwind Homeowner's Association (HOA). Staff approached the HOA about the potential to purchase a parcel for the NAWS facility. The HOA granted permission for staff to complete an appraisal and do the Phase 1 environmental study required. The appraisal came back with a value of \$2,533 for the parcel and an additional \$507 for the temporary construction easement; for a total acquisition cost of \$3040. The HOA board has approved this amount.

BUDGET IMPACT:

Funds for this project are available in North Avondale Water Supply, Line Item 514-1469-00-8520.

RECOMMENDATION:

Staff recommends that the County Council adopt an Ordinance authorizing the Purchase of Real Property and a Temporary Construction Easement for the North Avondale Water Supply Project, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WESTWIND HOMEOWNERS ASSOCIATION, AN UNINCORPORATED
ASSOCIATION
(APN 102-27-723)**

February 4, 2020
THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of December 1, 2019, between WESTWIND HOMEOWNER'S ASSOCIATION, an unincorporated association] ("Seller") and the CITY OF AVONDALE, an Arizona municipal corporation (the "Buyer" or the "City").

In consideration of the covenants, terms, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell to Buyer, under threat of condemnation, and Buyer agrees to buy from Seller, on the terms and conditions contained herein, certain real property located in Maricopa County, Arizona, generally known as Westwind Unit 2, Tract I, and legally described and depicted in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, water rights, air rights, mineral rights, privileges and appurtenances thereto, including the right to any easements or rights-of-way adjacent to the real property and abandoned after the Escrow Opening Date ("Property").

2. Purchase Price. The total price to be paid for the Property (the "Purchase Price") is Three Thousand and Forty (\$3,040.00), payable in cash or certified funds to be deposited with Escrow Agent on the Closing Date. Such Purchase Price shall be payable as follows: (a) an initial deposit of Five Hundred Dollars (\$500.00) (the "Deposit") to be deposited into Escrow (as defined below) on or before the Escrow Opening Date (as defined below) and (b) the balance to be paid at Closing (as defined below). The Deposit shall remain fully refundable until the Feasibility Date (as defined in Section 9). If Buyer delivers a Feasibility Notice (as defined in Section 9), then the Deposit will thereafter be non-refundable except in the event of Seller's breach or as otherwise expressly provided in this Agreement

3. Open and Close of Escrow.

a. Escrow Agent and Instructions. Promptly after execution of this Agreement by the parties, an escrow (the "Escrow") shall be opened with Security Title Agency, 4722 N. 24th Street, Suite 200, Phoenix, AZ 85016. Attn. Victoria Smith, Escrow Branch Manager ("Escrow Agent") to facilitate the consummation of the sale of the Property pursuant to this Agreement. This Agreement constitutes escrow instructions to Escrow Agent; however, if required by Escrow Agent, Buyer and the Seller shall execute and deliver to the Escrow Agent printed form escrow instructions consistent with this Agreement. In the event of any conflict between the provisions of the printed form escrow instructions and this Agreement or any deed, instrument or document in connection with the transactions contemplated herein, the provisions

of this Agreement or such deed, instrument or document shall control. No provision of the escrow instructions shall excuse any non-performance by either party. The assignment by Escrow Agent of an escrow number to this transaction and the opening of the Escrow by Escrow Agent shall constitute Escrow Agent's acceptance of the instructions to, and other obligations of, Escrow Agent as set forth in this Agreement and the Escrow Instructions.

b. Escrow Opening Date. Escrow Agent shall notify the parties in writing as to the date on which it received fully executed copies of this Agreement, which date is called the "Escrow Opening Date."

c. Closing. The sale of the Property for the consideration set forth in this Agreement and consummation of the transactions contemplated by this Agreement (the "Closing" or "Close of Escrow") shall occur on or before 5:00 p.m., local time, Phoenix, Arizona, on or before the date that is 30 days after the Escrow Opening Date at the office of Escrow Agent or at such other time and location as the parties may agree, which date shall be referred to as the "Closing Date." The Closing Date shall be deemed to be the date on which the parties shall have performed all actions necessary for the closing of the transaction, without regard to the date on which Escrow Agent actually records the deed or other closing documents. Seller and Buyer hereby authorize Escrow Agent to execute, at Closing, an affidavit of real property value as required by Arizona law.

d. IRC Reports. Escrow Agent, as the party responsible for closing the transactions contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), shall file all necessary information reports, returns and statements (collectively the "Reports") regarding the transactions as may be required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys harmless for, from and against any and all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Reports that Escrow Agent is hereby required to file.

e. Prorations and Escrow Fees. Escrow fees shall be paid by the Buyer. Seller shall pay all general or special assessments against the Property, if any. Real property, personal property and ad valorem taxes and other state or local taxes and charges affecting the Property shall be prorated on the basis of the current year's rate and valuation, provided, that if the rate of, or valuation for, any such taxes, charges or assessments has not been fixed before the Closing Date, then the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation, and the same shall be re-prorated outside of Escrow when the actual figures therefor are available. If such an adjustment is required, the party required to reimburse the other shall make payment within ten days after request for reimbursement. Escrow Agent shall have no obligation with respect to such post-closing adjustment. Except as otherwise provided in this Agreement, all other closing costs shall be paid one-half by Seller and one-half by Buyer. Seller shall not, without the prior written consent of Buyer, consent to the imposition of any assessment against the Property if such assessment would be required to be paid, in whole or in part, by Buyer. Seller shall give Buyer timely written notice of any proposed governmental action, which is not an action of Buyer, of which the Seller becomes actually aware.

5. Survey. Buyer has, at its expense, caused to be completed and has already delivered to Seller an ALTA survey of the Property (the "Survey").

6. Condition of Title.

a. Title Report. Promptly after opening of Escrow, Escrow Agent shall deliver to Buyer and to Seller a preliminary title report or commitment (including matters revealed by an inspection of the Property) dated no earlier than the Escrow Opening Date leading to the issuance of an ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price insuring Buyer's interest in the Property, together with readable copies of all instruments of record referred to therein (the "Title Report"). If Buyer delivers a Feasibility Notice pursuant to Section 9, then Buyer will be deemed to have approved the Title Report as amended and delivered to Buyer prior to the Feasibility Date.

b. Amended Title Report. With respect to any amendments to the Title Report delivered to Buyer on or after the Feasibility Date disclosing new matters affecting title to the Property, Buyer shall have until five (5) business days after receipt (and the Closing Date shall automatically be extended for such five (5) business-day period, if appropriate) within which to object in writing to Seller and Escrow Agent to any such new matters affecting title set forth therein. If Buyer objects to any new matters affecting title shown on the amended Title Report, Seller may elect, in its sole discretion, to attempt to cure some or all of Buyer's objections. If Seller does not cure all of those matters objected to by Buyer within five (5) business days after notice of Buyer's objection (and, if necessary, the Closing Date shall be appropriately extended until the expiration of the five (5) business day period hereinabove provided and Buyer's five (5) business day election period below; provided, however, that the Closing Date shall not be later than January 31, 2020), then Buyer may, in its sole and absolute discretion within two (2) business days, elect to (1) waive the matters objected to and close Escrow subject thereto, or (2) cancel this Agreement by notice to Seller and Escrow Agent, whereupon the Escrow and this Agreement shall automatically terminate and the Deposit shall be returned to the Buyer. If Buyer elects to cancel this Agreement, neither party shall thereafter have any further obligations or liability to the other under this Agreement except as herein expressly provided for otherwise. If Buyer does not give notice of its election within two (2) business days after expiration of Seller's cure period, then Buyer will be deemed to have elected to waive the matters objected to and close Escrow subject thereto. Seller covenants that between the Escrow Opening Date and the Closing Date it will not intentionally cause any material adverse matter to arise or be imposed upon the Property affecting title thereto as to which Seller does not cure or remove before Closing.

7. Title Insurance. Buyer's obligation to close Escrow is conditioned upon the commitment of Escrow Agent, or its affiliated title insurer, to issue to Buyer, at or promptly following the Closing, an ALTA extended coverage owner's policy of title insurance insuring title to the Property in Buyer in the amount of the Purchase Price, the policy to be subject only to the usual printed exceptions, conditions and stipulations in the form of policy and matters affecting title shown on the Title Report approved (or deemed approved) by Buyer in accordance with Section 6 hereof. Seller shall pay the cost of a standard coverage policy. Buyer shall pay the premium for an ALTA extended coverage owner's policy and any endorsements requested

by Buyer. Seller and Buyer agree to comply with all reasonable requirements imposed by the title insurer as a condition to issuance of the policy (excluding matters affecting title which, by notice given to Escrow Agent and the other party within ten days after delivery of the Title Report, either Buyer or Seller reasonably determines should more properly be shown in the exceptions to title portion of the Title Report).

8. Conveyancing and Closing Documents.

a. By Seller. On the Closing Date, Seller shall deliver to Buyer:

(1) A special warranty deed, in the form attached hereto as Exhibit B, conveying to Buyer title to the Property.

(2) An affidavit affirming under penalty of perjury that the Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Code. In the event Seller does not furnish such affidavit, Buyer may withhold (or direct Escrow Agent to withhold) from the funds due to Seller at the Closing, an amount equal to the amount required to be so withheld pursuant to Section 1445(a) of the Code, and such withheld funds shall be deposited with the Internal Revenue Service as required by Section 1445(a) and the regulations promulgated thereunder. The amount withheld, if any, shall nevertheless be deemed to be part of the Purchase Price paid to Seller.

b. By Escrow Agent. On the Closing Date, Escrow Agent shall:

(1) Record or file, as appropriate, the closing instruments hereunder in the following order: (A) the Special Warranty Deed, (B) any additional closing instruments. The parties acknowledge that no Affidavit of Value is required to be recorded or filed due to Buyer's status as an exempt public entity.

(2) Deliver the title insurance policy, as set forth in Section 7 of this Agreement, to the Buyer, which requirement shall be satisfied by providing an irrevocable title commitment to issue a title insurance policy on terms acceptable to Buyer. The original title policy will be delivered by Escrow Agent to Buyer promptly after the Closing, but in no event later than 30 days after the Closing.

(3) Provide each party with a complete set of closing documents as they become available to Escrow Agent.

9. General Tests. Buyer, its agents and designees, shall have the right to enter upon the Property at all times prior to the Closing Date for the purposes of inspecting the Property and making and obtaining drainage, environmental, soil and engineering tests, and performing other tests, studies or inspections desired by Buyer (the "Inspections"). Notwithstanding the foregoing, prior to conducting any invasive testing on the Property, Buyer will obtain the prior written consent of the Seller; provided however, that such consent of the Seller shall not be unreasonably withheld, conditioned or denied. Buyer agrees to indemnify, defend and hold harmless Seller for, from and against all claims, liabilities and damages, including attorneys' fees, for personal injury, physical damage to property or mechanics' or materialmen's liens

which may be asserted against Seller as a result of Buyer's entry onto the Property and inspection or testing thereof (such obligations will survive any Closing or termination of this Agreement). Buyer shall, after its entry and testing, restore the Property to substantially the same condition that existed prior to such entry and testing. If any Inspections disclose matters unsatisfactory to Buyer, Buyer may cancel this Agreement, on or before the date that is twenty (20) days after the Escrow Opening Date (the "Feasibility Date") and the Deposit shall be returned to the Buyer. If Buyer does not give written notice (the "Feasibility Notice") to Seller and Escrow Agent on or before 5:00 pm (Arizona time) on the Feasibility Date, stating that the Inspections contingency provided by this Section 9 has been satisfied, then this Agreement and the Escrow will automatically terminate and the Deposit will be returned to Buyer. If Buyer cancels this Agreement pursuant to this Section 9, neither party shall thereafter have any further obligations or liability to the other under this Agreement except as herein expressly provided for otherwise.

10. No Alterations to Property. Except for its normal business operations and except as set forth below in this Section 10, Seller shall make no modifications or alterations to the Property between the Escrow Opening Date and the Closing Date, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer agrees that Seller will have the right, but not the obligation, to remove the existing steel-framed garage structure from the Property prior to Closing if Seller delivers to Buyer written confirmation from the tenant under the PDS Lease that it has consented to such removal. As of the Closing Date, there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid, and Seller shall cause to be discharged or bonded in accordance with law any mechanics' or materialmen's liens arising from any labor or material furnished prior to the Closing Date.

11. Representations of Seller. Seller represents and warrants to, and covenants with Buyer that:

a. Claims. There are no pending or threatened claims or litigation affecting the Property. If Seller becomes aware of any of the foregoing after the Escrow Opening Date (whether arising before or after the Escrow Opening Date), but prior to the Closing Date, Seller shall give prompt written notice thereof to Buyer prior to the Closing Date.

b. Violations of Law; Defaults. To Seller's actual knowledge, there is no violation of any laws, ordinances, rules or regulations with respect to the Property, no default exists under any covenant, condition, restriction or easement applicable to the Property and Seller has not received written notice from any governmental or other agency of any uncured violation of any laws or ordinances with respect to the Property. If Seller becomes aware of any of the foregoing after the Escrow Opening Date (whether arising before or after the Escrow Opening Date), but prior to the Closing Date, Seller shall give prompt notice thereof to Buyer prior to the Closing Date.

c. Seller's Authority to Execute. Seller is duly authorized to execute this Agreement.

d. No Special Assessment. Except as set forth in the Title Report, Seller has received no written notice that there are any special assessment actions being contemplated by any governmental authority.

e. Hazardous Substance. To Seller's actual knowledge and except as set forth in that certain Phase I and Phase II Environmental Site Assessment prepared for Buyer by Geotechnical and Environmental Consultants, Inc., dated September 4, 2009 (the "Environmental Report"), no portion of the Property is being used or has been used at any previous time for the treatment, storage, disposal, or processing of hazardous wastes, hazardous substances, toxic substances or hazardous materials, infectious or medical waste, radioactive waste or sewer sludges (collectively the "Hazardous Substances"), as such terms are defined in the Resource Conservation and Recovery Act, as amended in quantities that exceed any state or federal remediation levels; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act, as amended; the Clean Air Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; and similar state, county and local laws, ordinances and regulations, except for pesticides and other chemicals that may have been used in the ordinary course of farming operations. Seller has not received written notice of any ongoing requirements or orders of any department of environmental resources or similar government agency for environmental cleanup with respect to the Property.

g. Underground Storage Tanks. To Seller's actual knowledge and except as set forth in the Phase I Report, the Property does not contain and has never contained any underground storage tanks containing petroleum products or wastes or other hazardous substances regulated by 40 C.F.R. § 280 and/or other applicable, federal, state or local laws, rules and regulations and requirements.

h. No Prior Soil Remediation. To Seller's actual knowledge, and except as set forth in the Environmental Report, the Property has never been subject to soil remediation.

i. Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debt or relief laws which have been filed by Seller, or contemplated by Seller, or are pending in current judicial or administrative proceedings against Seller.

j. Other Contracts, Options or Other Obligations. Other than this Agreement, Seller has no entered, and nor shall any of the Seller enter, into any contracts, options, or other obligations or rights for the purchase and sale of the Property, nor have any of the Seller entered into any leases, rights of occupancy or first refusals or options to purchase the Property except the PDS Lease described in Section 11(a). Notwithstanding anything to the contrary, if there are any other leases, contracts or obligations for the purchase and sale of the Property or rights of occupancy for the Property, Seller shall terminate all leases, contracts or obligations prior to the Close of Escrow.

Except to the extent Seller gives Buyer notice as herein below provided, Seller represents and warrants to, and covenants with, Buyer that the foregoing representations and warranties will be

true and correct as of the Closing Date. The foregoing representations and warranties shall survive the Closing for a period of one year. Seller agrees to take no voluntary and intentional actions or omissions to act that would cause any of its representations, warranties or covenants in this Agreement to become untrue. If, after the Escrow Opening Date, Seller obtains actual knowledge that any of its representations, warranties or covenants are, or have become, untrue in any material adverse respect (whether occurring before or after the Escrow Opening Date), with or without the voluntary and intentional act or omission to act of Seller, then Seller shall immediately give written notice of such fact to Buyer. Within ten days after receipt of any such notice from Seller or discovery of such changes by Buyer (and, if necessary, the Closing shall be appropriately extended until the expiration of the ten day period at Buyer's election), Buyer may, as Buyer's sole and exclusive remedy, in its sole and absolute discretion and without obligation to do so, cancel this Agreement, in which event this Agreement and the Escrow shall automatically terminate, the Deposit shall be returned to Buyer, and neither party shall thereafter have any further obligations or liability under this Agreement except as herein expressly provided for otherwise.

12. Conditions to Buyer's Obligation to Close. The Buyer's obligation to purchase the Property from Seller is conditioned upon and subject to (unless waived in writing by Buyer in Buyer's sole and absolute discretion) Escrow Agent (or its title insurance affiliate, if appropriate) committing to issue to Buyer at or promptly after the Closing the title insurance policy required under Section 7 of this Agreement. If the condition described in this Section 12 is not satisfied, Buyer, at its election, may (1) cancel this Agreement by notice to Seller and Escrow Agent, whereupon this Agreement and the Escrow shall automatically terminate and the Deposit shall be returned to the Buyer. Neither party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise, or (2) waive the condition and close Escrow subject thereto.

13. Representations of Buyer. Buyer represents and warrants to, and covenants with Seller that:

a. Authorized Signatory. The person executing this Agreement on behalf of Buyer is duly authorized to do so and thereby bind Buyer hereto. Within ten days of the Escrow Opening Date, Buyer shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said person's authority to sign on behalf of and bind Buyer to this Agreement and all closing documents.

b. Municipal Organization. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Buyer to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Buyer have been duly and validly authorized, and upon execution and delivery by Buyer will constitute the valid and binding obligations of Buyer in accordance with their terms.

Except to the extent Buyer gives Seller notice as herein below provided, Buyer represents and warrants to, and covenants with, Seller that the foregoing representations and warranties will be true and correct as of the Closing Date. The foregoing representations and warranties shall

survive the Closing for a period of one year. Buyer agrees to take no voluntary and intentional actions or omissions to act that would cause any of its representations, warranties or covenants in this Agreement to become untrue. If, after the Escrow Opening Date, Buyer obtains actual knowledge that any of its representations, warranties or covenants are, or have become, untrue in any material adverse respect (whether occurring before or after the Escrow Opening Date), with or without the voluntary and intentional act or omission to act of Buyer, then Buyer shall immediately give written notice of such fact to Seller. Within ten days after receipt of any such notice from Buyer or discovery of such changes by Seller (and, if necessary, the Closing shall be appropriately extended until the expiration of the ten day period at Seller's election), Seller may, as Seller's sole and exclusive remedy, in its sole and absolute discretion and without obligation to do so, cancel this Agreement, in which event this Agreement and the Escrow shall automatically terminate, the Deposit shall be paid to Seller as liquidated damages, and neither party shall thereafter have any further obligations or liability under this Agreement except as herein expressly provided for otherwise. If Buyer gives notice of any changes or Seller discovers any changes and Seller does not elect to cancel this Agreement, Buyer's representations, warranties and covenants shall be deemed amended to reflect the changes.

14. As-Is Sale. SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, BY CLOSING HEREUNDER, BUYER ASSUMES AND RELEASES SELLER AND ITS AFFILIATES HARMLESS FROM ANY LIABILITY, COST, EXPENSE, CLAIM, OBLIGATION OR JUDGMENT WHETHER KNOWN OR UNKNOWN AND WHETHER EXISTING NOW OR ARISING IN THE FUTURE, RELATED TO, ARISING FROM OR REGARDING THE CONDITION OF THE PROPERTY AND ANY WORK OR IMPROVEMENT RELATED THERETO AND FROM ALL OBLIGATIONS UNDER CERCLA OR ANY OTHER STATE, FEDERAL OR LOCAL ENVIRONMENTAL OR OTHER LAW CONCERNING THE PROPERTY AND, EXCEPT AS MAY BE EXPRESSLY OTHERWISE PROVIDED HEREIN, WAIVES ANY RIGHT TO HOLD SELLER AND ITS AFFILIATES RESPONSIBLE FOR ANYTHING WHICH OCCURRED PRIOR TO CLOSING WITH REGARD TO THE CONDITION OF THE PROPERTY. THE PROVISIONS OF THIS SECTION 14 WILL SURVIVE THE CLOSING.

15. Seller's Remedies. Except as otherwise expressly provided in this Agreement, if Buyer breaches this Agreement, after the applicable notice and Cure Period, Seller's sole and exclusive right and remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages for Buyer's failure. The parties acknowledge that it would be impractical to fix the actual damages suffered by Seller as a result of such default, and the amount of liquidated damages represents a fair and reasonable compensation to Seller for such failure. Seller waives all other remedies. Neither party shall thereafter have any further obligations or liability to the other except as herein expressly provided for otherwise.

16. Buyer's Remedies. If the Escrow hereunder fails to close because of a breach by the Seller, after the applicable notice and Cure Period, Buyer's sole and exclusive right and remedy shall be to elect to either (a) terminate this Agreement by written notice to Seller and Escrow Agent and receive a refund of the Deposit, or (b) sue Seller for specific performance if

Buyer fully and timely performs and brings such action within one (1) year after the Closing Date. If Buyer elects to terminate this Agreement pursuant to clause (a) of the previous sentence, upon receipt of written notice to Escrow Agent and Seller, Escrow Agent shall return the Deposit to Buyer.

17. Breach; Cure. Failure or unreasonable delay by the Seller or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 5 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 5 days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 5-day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall extend beyond the Closing Date, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have the rights and remedies set forth in Sections 15 and 16.

18. Eminent Domain. In the event that, prior to the Closing Date, any of the Property is taken by the power of condemnation or eminent domain, or in the event notice is given by any governmental authority (other than the City) of, or an action is commenced with respect to, the taking of any part of the Property by the power of condemnation or eminent domain, Seller shall give immediate written notice thereof to Buyer. Buyer may, in its sole discretion and within five (5) days after receipt of such notice from Seller or prior to the Closing Date, whichever period is shorter, elect to terminate this Agreement by written notice of such election to Seller and Escrow Agent. In the event Buyer elects to cancel this Agreement, neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise. If Buyer does not elect to so cancel this Agreement, all condemnation awards relating to the Property and rights thereto are hereby assigned to Buyer and shall be paid to Buyer and the Purchase Price shall not be reduced.

19. Risk of Loss. Prior to the Closing Date, the risk of loss resulting from any cause, including, without limitation, fire or other casualty, to the improvements or any property, real or personal, subject to this Agreement shall be that of Seller. If, at any time prior to the Closing, the improvements on the Property, if any, are destroyed or materially damaged, Buyer will close Escrow notwithstanding such damage, in which event all insurance proceeds from Seller's insurance are hereby assigned to Buyer and shall be paid to Buyer within ten days of a demand therefore.

20. Commissions; No Broker. Each party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or will be due from the other party in connection with this transaction as a result of the act of the party so warranting. Further, each party agrees to indemnify, defend and hold harmless the other party for, from and against any claims by third parties made as a result of the act of the party so representing, for real estate or brokerage commissions in connection with the transactions provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to,

reasonable attorneys' fees. In any event, no commission shall be earned until the transactions contemplated by this Agreement are actually consummated.

21. Purchase of Property Under Threat of Condemnation. The Buyer is a municipal corporation with the power of eminent domain. The Property is being acquired, and this Agreement is entered into, under the threat of condemnation by the Buyer.

22. Insurance. The Buyer shall provide such evidence of insurance which Seller may require regarding Buyer's activities upon the Property.

23. General Provisions.

a. Further Instruments. Each party, promptly upon the request of the other, shall execute, acknowledge and deliver to the other any and all further instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

b. Assignment. Either party may assign or transfer its rights, duties and obligations under this Agreement only with the prior written consent of the other party, which consent may be withheld for any reason or for no reason. Any such transfer or assignment shall be subject to the terms of this Agreement.

c. Successors and Assigns. Except as otherwise provided herein, this Agreement and all the terms and provisions hereof shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

d. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral understandings or agreements between the parties.

e. Modification of Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto.

f. Waiver. The waiver of a breach of any term or condition of this Agreement may be made only in writing and shall not be deemed to constitute a waiver of subsequent breach of such term or condition, or a waiver of a breach or subsequent breach of any other term or condition.

g. Survival. Subject to the one year limitation on survival contained in Sections 11 and 13, all agreements, representations and warranties made in this Agreement shall survive the termination of this Agreement.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

i. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

j. Descriptive Headings. The descriptive headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

k. Third Party Beneficiary. None of the terms or provisions of this Agreement shall be deemed or construed to create any third party beneficiary rights to any person who is not a party hereto unless expressly otherwise provided.

l. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (3) given to a recognized and reputable overnight delivery service, to the address set forth below or (4) delivered by facsimile transmission to the number set forth below:

If to Seller: Westwind Homeowner's Association
4645 East Cotton Gin Loop
Phoenix, Arizona 85040

and a copy to:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles A Montoya, City Manager

With copy to: Office of the City Attorney
11465 West Civic Center Drive
Avondale, Arizona 85323
.

If to Escrow Agent: Security Title Agency
4722 N. 24th Street, Suite 200
Phoenix, Arizona 85016
Facsimile: 602-926-0452
Attention: Victoria Smith, Escrow Branch Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage, (3) the following

business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (4) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

m. Governing Law and Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or judicial proceeding instituted by any party relating to this Agreement shall be instituted in the state or federal courts located in Maricopa County, Arizona.

n. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover its costs and expenses, including without limitation, reasonable attorneys' fees, expert witness fees and investigators' fees, which shall be determined by the court if the matter is litigated or otherwise in a separate action brought for that purpose.

o. Time of the Essence. All dates and times for performance set forth in this Agreement are of the essence.

p. Severability. If any provision or provisions of this Agreement, or the application thereof to any person or circumstance be determined to be invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

q. Time Periods. If the time for the performance of any obligation under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

r. Disclosure. This Agreement may be disclosed to any board, official, officer, party or person as Buyer or its counsel may determine is necessary, including entry into any public record and disclosure at any public meeting or hearing.

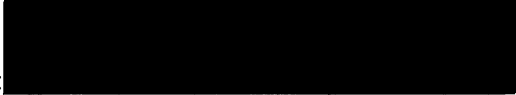
s. Public Funds Law. Nothing herein shall be construed or enforced in a manner that violates applicable Arizona law regarding public funds.

t. Cancellation. This Agreement may be cancelled by the Buyer pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

“SELLER”

Westwind Homeowner's Association, an
unincorporated association

By: 

President - Board of Directors

“BUYER”

CITY OF AVONDALE, an Arizona
municipal corporation

By: _____
Charles A. Montoya, City Manager

ATTEST:

Marcella Carillo , City Clerk

ACCEPTED AND APPROVED:

ESCROW AGENT
SECURITY TITLE AGENCY, INC.

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT

[Legal Description and Map of Property]

See following page.

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT

[Special Warranty Deed]

See following pages.

When Recorded Mail To:
City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 100
Avondale, Arizona 85323-6804

SPECIAL WARRANTY DEED

For consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, WESTWIND HOMEOWNER'S ASSOCIATION, AN UNINCORPORATED ASSOCIATION, the Grantor herein, does hereby convey to the CITY OF AVONDALE, an Arizona municipal corporation, the Grantee, all of its rights, title and interest in and to the real property described on **Exhibit 1** attached hereto and incorporated herein by this reference and situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto (the "Property").

Subject to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances and liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record or would be revealed by an inspection of the Property or an accurate survey of the Property, and all restrictions imposed by law.

And the Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to the matters set forth above.

DATED this ____ day of _____, 2019.

[SIGNATURES ON FOLLOWING PAGES]

“Grantor”

Westwind Homeowners Association, an
unincorporated association

By: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day
of _____, 2019 by _____ who state that they are
the _____ of the Westwind Homeowners
Association and duly authorized and acting to sign on behalf of Grantor

Notary Public

My Commission Expires:

ACCEPTED BY:

“Grantee”

CITY OF AVONDALE, an Arizona municipal
corporation

By: _____
Charles A Montoya, City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day
of _____, 2019 by Charles A. Montoya, City Manager of the CITY OF AVONDALE,
an Arizona municipal corporation, on behalf of the City of Avondale.

Notary Public

My Commission Expires:

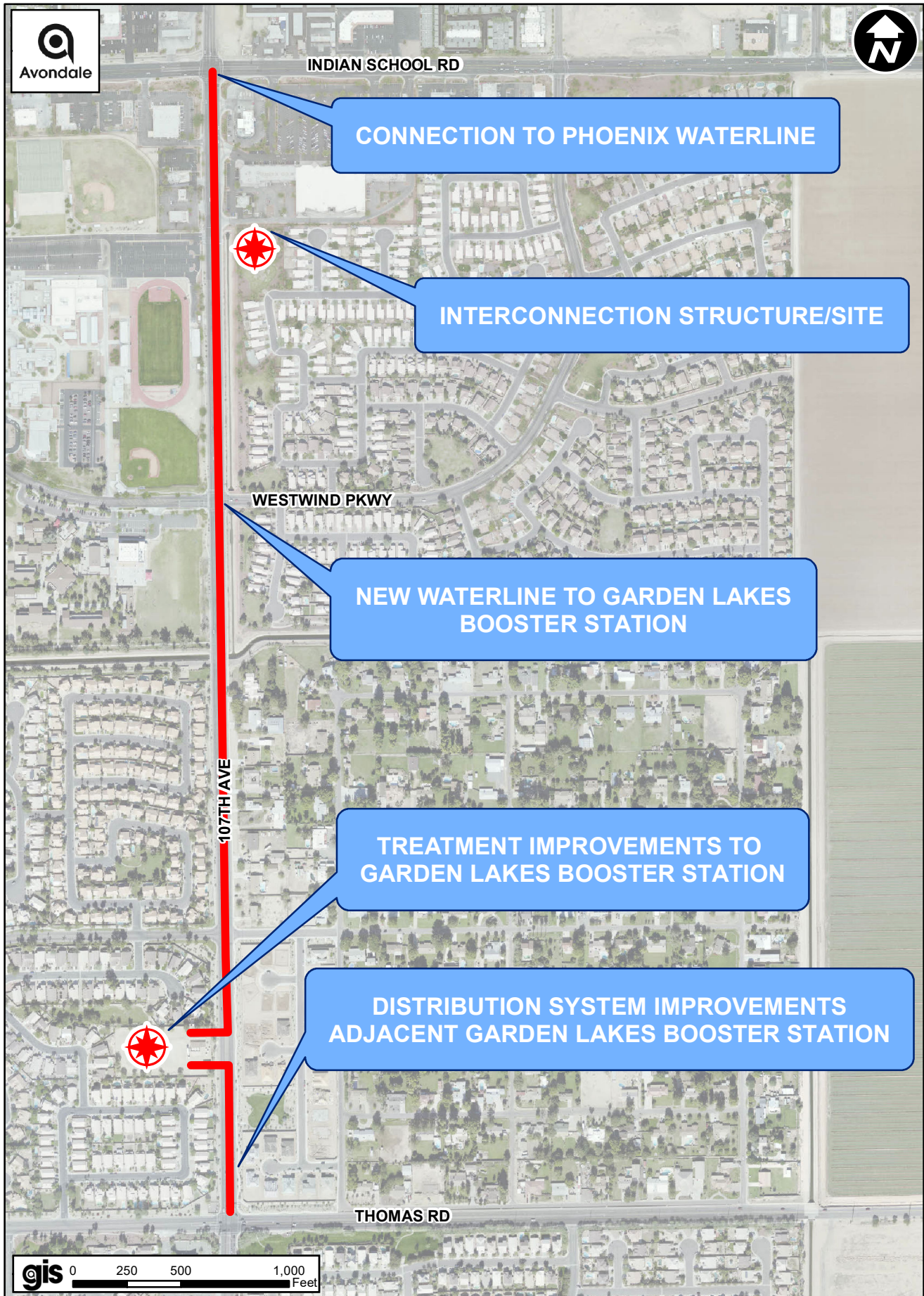
EXHIBIT 1
TO
SPECIAL WARRANTY DEED

[Legal Description and Map of Property]

See following page.

S.

NORTH AVONDALE WATER SUPPLY PROJECT



ORDINANCE NO. 2007-0320

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR
PUBLIC USE; AND AUTHORIZING A TEMPORARY CONSTRUCTION
EASEMENT.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest or estate, inside or outside its corporate limits, for any City purpose as the City’s interests may require; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property for public use, generally located at the northeast corner of the secondary signalized intersection at 107th Avenue and Westview High School.

WHEREAS, the City Council desires to authorize a temporary construction easement on or near the subject real property, for construction associated with the North Avondale Water Supply Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase, condemnation or dedication, of real property totaling ± 0.038567 acres, generally located at the northeast corner of the secondary signalized intersection at 107th Avenue and Westview High School, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. A temporary construction easement, as more particularly described and depicted in Exhibit B, needed to facilitate work to be conducted near or on the City-acquired real property generally located at the northeast corner of the secondary signalized intersection at 107th Avenue and Westview High School, is hereby approved.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 2, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael S. Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2007-0320

[Real Property Legal Description and Map]

See following pages.

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT I AS SHOWN ON THE FINAL PLAT OF WESTWIND UNIT 2 RECORDED IN BOOK 449, PAGE 7, MARICOPA COUNTY RECORDS (MCR), CONVEYED TO WESTWIND HOMEOWNER'S ASSOCIATION BY DEED OF RECORD IN INSTRUMENT NUMBER 1998-0538215, MCR AND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29 (MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE) FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (BRASS CAP STEM) BEARS S00°46'59"E A DISTANCE OF 2675.04 FEET;

THENCE S00°46'59"E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER WITH SAID LINE BEING THE CENTERLINE OF 107TH AVENUE, A DISTANCE OF 791.50 FEET;

THENCE N89°13'01"E, ACROSS THE RIGHT-OF-WAY OF SAID 107TH AVENUE, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST LINE THEREOF;

THENCE CONTINUING N89°13'01"E, ACROSS THAT TRACT AS CONVEYED TO ROOSEVELT IRRIGATION DISTRICT BY DEED OF RECORD IN DEED BOOK 215, PAGE 413, MCR, A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST LINE OF SAID TRACT I BEING THE POINT OF BEGINNING;

THENCE ACROSS SAID TRACT I THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1.) N89°13'01"E A DISTANCE OF 28.00 FEET;
- 2.) S00°46'59"E, ALONG A LINE 28.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF TRACT I, A DISTANCE OF 60.00 FEET;
- 3.) S89°13'01"W A DISTANCE OF 28.00 FEET TO A POINT ON SAID WEST LINE;

THENCE N00°46'59"W, ALONG SAID WEST LINE OF TRACT I, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.0386 ACRE (1,680.00 S.F.) OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S00°46'59"E FOR THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN AS COLLECTED THROUGH GPS OBSERVATIONS.

Sheet 1 of 3

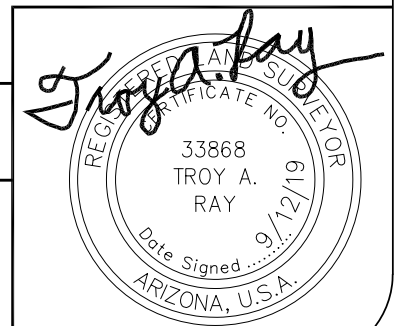
TITLE: CITY OF AVONDALE FEE ACQUISITION TRACT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177

Fax: 602-277-6286



POC
NW COR. SEC. 29
(MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HAND HOLE)

EXHIBIT A SKETCH

FINAL PLAT FOR
FRY'S AVONDALE PLAZA
BK. 476, PG. 9,MCR
LOT 2

APN 102-27-730
SMITH'S FOOD AND
DRUG CENTERS, INC.
INST. NO. 2002-
0106399,MCR

FINAL PLAT OF
WESTWIND UNIT 2
BK. 449, PG. 7,MCR

INDIAN
SCHOOL
ROAD

107TH AVENUE

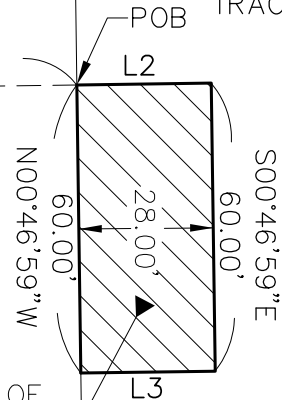
APN 102-28-977B
DONALD E. STUDDT,
TRUSTEE
INST. NO. 2007-
0407704,MCR

APN 102-28-006H
TOLLESON UNION HIGH
SCHOOL DISTRICT
INST. NO. 1985-0106068,MCR

APN-NONE
ASSIGNED
ROOSEVELT
IRRIGATION
DISTRICT
BK. 215,
PG. 413,MCR

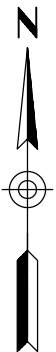
N89°13'01"E
65.00'

TRACT I



CITY OF
AVONDALE
FEE ACQUISITION
TRACT
0.0386 ACRE
(1,680.00 S.F.)

APN 102-27-723
WESTWIND
HOMEOWNER'S
ASSOCIATION
INST. NO. 1998-
0538215,MCR



SCALE
1"=40'
NW 1/4
SEC. 29
T 2 N
R 1 E

WEST 1/4
COR. SEC. 29
(BRASS CAP STEM)

SEE SHEET 3 OF 3 FOR LINE TABLE

R/W = RIGHT-OF-WAY LINE

Sheet 2 of 3

TITLE: CITY OF AVONDALE FEE ACQUISITION TRACT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177

Fax: 602-277-6286

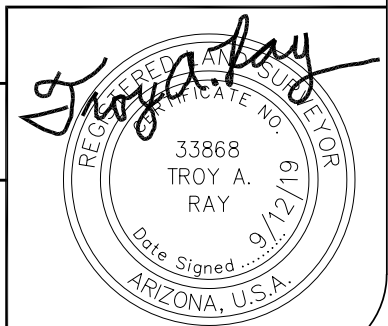


EXHIBIT A

LINE TABLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°13'01"E	33.00'
L2	N89°13'01"E	28.00'
L3	S89°13'01"W	28.00'

Sheet 3 of 3

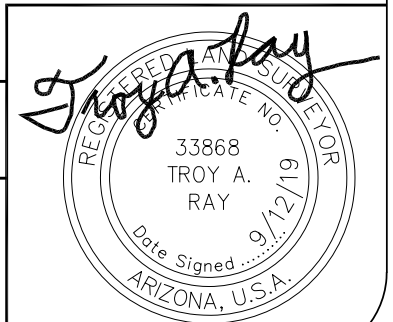
TITLE: CITY OF AVONDALE FEE ACQUISITION TRACT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177

Fax: 602-277-6286



CITY OF AVONDALE FEE ACQUISITION TRACT

NORTH: 906664.4778' EAST: 586307.4109'

SEGMENT #1 : LINE

COURSE: N89° 13' 01"E LENGTH: 28.00'
NORTH: 906664.8605' EAST: 586335.4083'

SEGMENT #2 : LINE

COURSE: S0° 46' 59"E LENGTH: 60.00'
NORTH: 906604.8661' EAST: 586336.2283'

SEGMENT #3 : LINE

COURSE: S89° 13' 01"W LENGTH: 28.00'
NORTH: 906604.4834' EAST: 586308.2309'

SEGMENT #4 : LINE

COURSE: N0° 46' 59"W LENGTH: 60.00'
NORTH: 906664.4778' EAST: 586307.4109'

PERIMETER: 176.00'
AREA: 1,680.00 SQ. FT. (0.0386 ACRE)
ERROR CLOSURE: 0.0000'
COURSE: N0° 00' 00"E
ERROR NORTH: 0.00000'
EAST: 0.00000'

PRECISION 1: 176,000,000.00



EXHIBIT B
TO
ORDINANCE NO. 2007-0320

[Temporary Construction Easement]

See following pages.

EXHIBIT A

LEGAL DESCRIPTION

A CITY OF AVONDALE TEMPORARY CONSTRUCTION EASEMENT OVER TRACT I AS SHOWN ON THE FINAL PLAT OF WESTWIND UNIT 2 RECORDED IN BOOK 449, PAGE 7, MARICOPA COUNTY RECORDS (MCR), CONVEYED TO WESTWIND HOMEOWNER'S ASSOCIATION BY DEED OF RECORD IN INSTRUMENT NUMBER 1998-0538215, MCR AND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29 (MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE) FROM WHICH POINT THE WEST QUARTER CORNER THEREOF (BRASS CAP STEM) BEARS S00°46'59"E A DISTANCE OF 2675.04 FEET;

THENCE S00°46'59"E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER WITH SAID LINE BEING THE CENTERLINE OF 107TH AVENUE, A DISTANCE OF 731.30 FEET;

THENCE N89°13'01"E, ACROSS THE RIGHT-OF-WAY OF SAID 107TH AVENUE, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST LINE THEREOF;

THENCE CONTINUING N89°13'01"E, ACROSS THAT TRACT AS CONVEYED TO ROOSEVELT IRRIGATION DISTRICT BY DEED OF RECORD IN DEED BOOK 215, PAGE 413, MCR, A DISTANCE OF 40.00 FEET TO A SOUTHWEST CORNER OF LOT 2 AS SHOWN ON THE FINAL PLAT FOR FRY'S AVONDALE PLAZA RECORDED IN BOOK 476, PAGE 9, MCR;

THENCE N89°41'08"E, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE N89°41'06"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 100.00' FEET;

THENCE S00°46'59"E, ACROSS SAID TRACT I ALONG A LINE 100.00 FEET EAST OF AND PARALLEL TO THE WEST LINE THEREOF, A DISTANCE OF 150.01';

THENCE S89°41'06"W, CONTINUING ACROSS SAID TRACT I ALONG A LINE 150.00 FEET SOUTH OF PARALLEL TO A PORTION THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 100.00 FEET TO A POINT ON SAID WEST LINE;

THENCE N00°46'59"W, ALONG SAID WEST LINE OF TRACT I, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.

Sheet 1 of 4

TITLE: CITY OF AVONDALE TEMPORARY CONSTRUCTION EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177

Fax: 602-277-6286

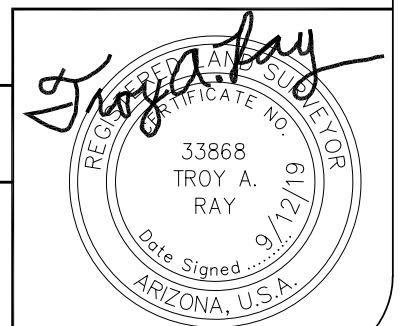


EXHIBIT A

LEGAL DESCRIPTION

THE ABOVE DESCRIBED PARCEL CONTAINS 0.3444 ACRE (15,000.50 S.F.) OF LAND, MORE OR LESS, INCLUDING ANY EASEMENTS OF RECORD.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S00°46'59"E FOR THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER MERIDIAN AS COLLECTED THROUGH GPS OBSERVATIONS.

Sheet 2 of 4

TITLE: CITY OF AVONDALE TEMPORARY CONSTRUCTION EASEMENT

Preparing Firm: RITICH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177

Fax: 602-277-6286

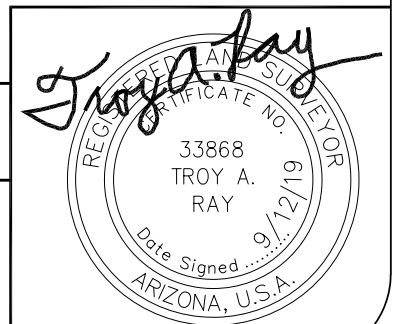


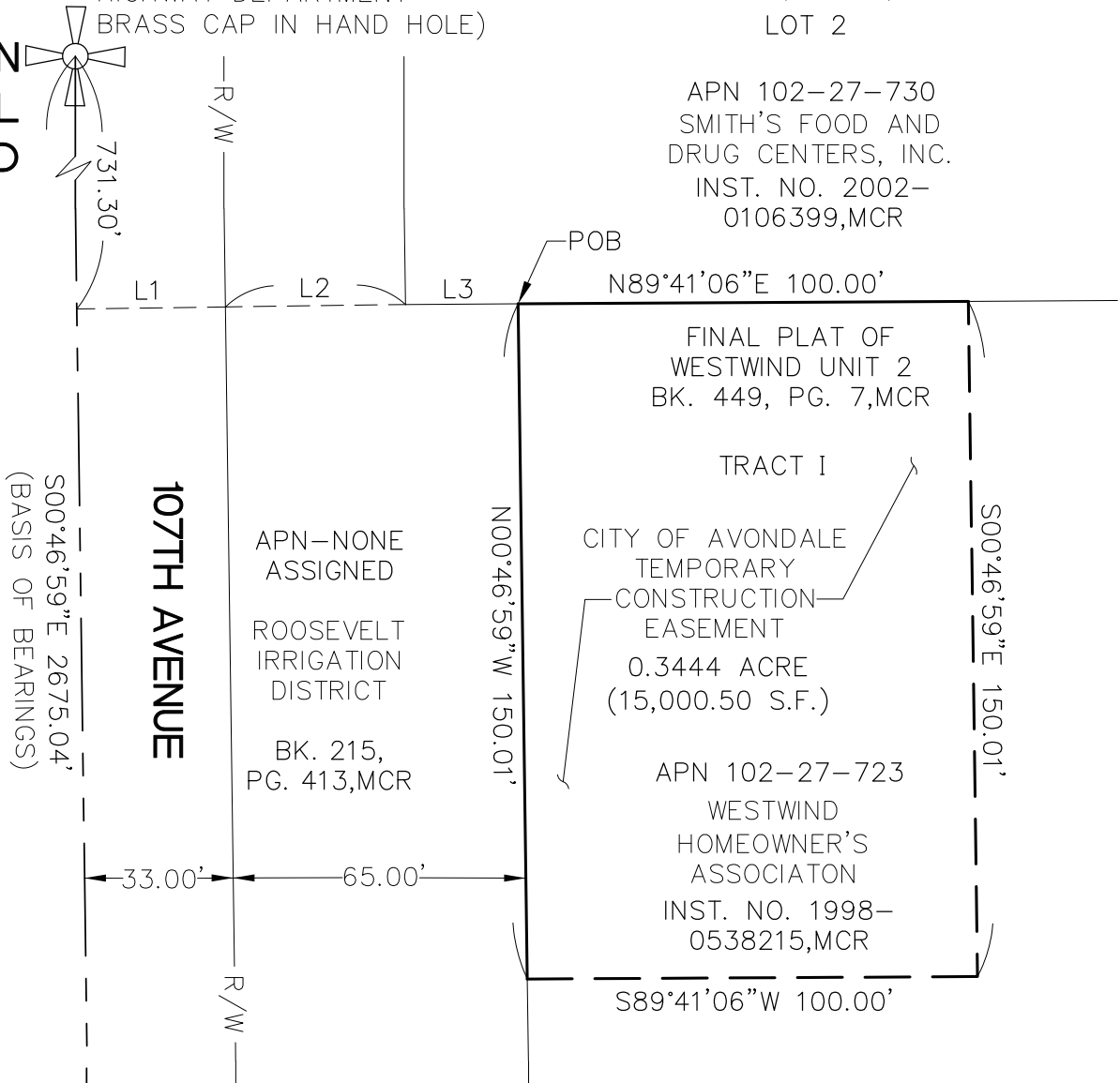
EXHIBIT A SKETCH

POC
NW COR. SEC. 29
(MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HAND HOLE)

FINAL PLAT FOR
FRY'S AVONDALE PLAZA
BK. 476, PG. 9, MCR
LOT 2

INDIAN
SCHOOL
ROAD

APN 102-27-730
SMITH'S FOOD AND
DRUG CENTERS, INC.
INST. NO. 2002-
0106399, MCR



SCALE
1"=40'
NW 1/4
SEC. 29
T 2 N
R 1 E



WEST 1/4 COR.
SEC. 29
(BRASS CAP STEM)

SEE SHEET 4 OF 4 FOR LINE TABLE

R/W = RIGHT-OF-WAY LINE

Sheet 3 of 4

TITLE: CITY OF AVONDALE TEMPORARY CONSTRUCTION EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177

Fax: 602-277-6286

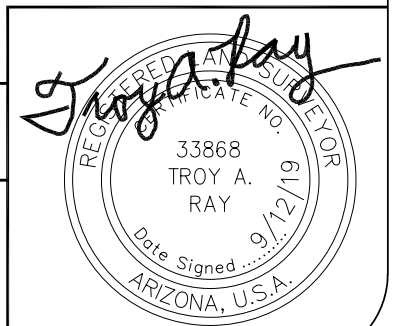


EXHIBIT A

LINE TABLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°13'01"E	33.00'
L2	N89°13'01"E	40.00'
L3	N89°41'08"E	25.00'

Sheet 4 of 4

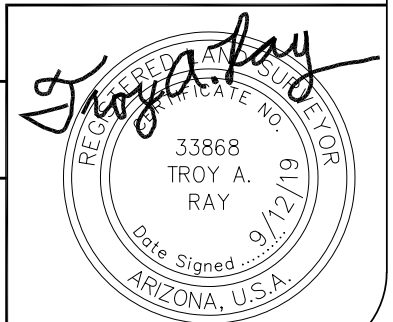
TITLE: CITY OF AVONDALE TEMPORARY CONSTRUCTION EASEMENT

Preparing Firm: RITTOCH-POWELL & ASSOCIATES, INC.

Address: 5727 N. 7TH STREET, SUITE 120 PHOENIX, AZ 85014

Phone: 602-263-1177

Fax: 602-277-6286



CITY OF AVONDALE TEMPORARY CONSTRUCTION EASEMENT

NORTH: 906724.4722' EAST: 586306.5910'

SEGMENT #1 : LINE

COURSE: N89° 41' 06"E LENGTH: 100.00'
NORTH: 906725.0220' EAST: 586406.5895'

SEGMENT #2 : LINE

COURSE: S0° 46' 59"E LENGTH: 150.01'
NORTH: 906575.0260' EAST: 586408.6396'

SEGMENT #3 : LINE

COURSE: S89° 41' 06"W LENGTH: 100.00'
NORTH: 906574.4762' EAST: 586308.6411'

SEGMENT #4 : LINE

COURSE: N0° 46' 59"W LENGTH: 150.01'
NORTH: 906724.4722' EAST: 586306.5910'

PERIMETER: 500.02'
AREA: 15,000.50 SQ. FT. (0.3444 ACRE)
ERROR CLOSURE: 0.0000'
COURSE: N0° 00' 00"E
ERROR NORTH: 0.00000'
EAST: 0.00000'

PRECISION 1: 500,020,000.00



CITY COUNCIL REPORT

SUBJECT: Ordinance 2008-0320 - Acquisition of Real Property located at Avondale Boulevard and Van Buren Street

MEETING DATE: 3/2/2020

TO: Mayor and Council

FROM: Ken Chapa, Economic Development Director, (623) 333-1411

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to: (a) adopt Ordinance 2008-0320 authorizing the purchase of real property located north of the northeast corner of Avondale Boulevard and Van Buren Street; (b) approve budget authorization not-to-exceed \$2,310,000 to cover the land acquisition and closing costs; (c) approve a budget amendment in the amount of 2,210,000; and (d) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has recently rebranded The BLVD area as an economic engine in the City. In an effort to bring quality development to this area, the acquisition of this property would provide a contiguous land ownership and provide more opportunities for future development needs. This property is approximately 7 acres and is nestled between the current city owned parcels to the north and south of the property.

DISCUSSION:

Under the terms of the purchase and sale agreement, the City would purchase the approximate 7 acres of land located north of the northeast corner of Avondale Boulevard and Van Buren Street for \$2,210,000 and applicable closing costs for a total not to exceed \$2,310,000. The property was appraised for \$3,000,000 on August 26th, 2019.

BUDGET IMPACT:

This land acquisition will cost approximately \$2,210,000 plus applicable closing costs. The resources necessary for the purchase will be available from the proceeds upon closing the sales of City properties at 801 N Avondale Boulevard and 705 N 114th Avenue. The proceeds from those sales totals approximately \$2,429,000.

The purchase of this property was not included in the adopted FY 2019-20 budget and authorization not-to-exceed \$2,310,000 to cover land acquisition and closing costs will need to be transferred from 209-5300-00-6990 to 101-6700-00-8200. The line item 209-5300-00-6990 is available for unanticipated expenses that have available resources to cover those expenses.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the purchase of real property located north of the northeast corner of Avondale Boulevard and Van Buren Street for \$2,210,000 and applicable closing costs for a total not to exceed \$2,310,000 and that the City Council approve the transfer of \$2,320,000 from 209-5300-00-6990 to 101-6700-00-8200.

ORDINANCE NO. 2008-0320

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY
FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property generally located on the north east corner of Avondale Boulevard and Van Buren Street for public use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase, condemnation or dedication of real property, generally located on the north east corner of Avondale Boulevard and Van Buren Street is hereby authorized, based on the approximate initial legal description depicted on Exhibit A, attached hereto and incorporated herein by reference, which Council acknowledges that said legal description is approximate in nature and may be subject to change upon completion of an Alta survey on the property.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 2, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2008-0320

Legal Descriptions and Map
for Maricopa County Parcels
APN 102-57-005T,
APN 102-57-005U and
APN 102-57-005V

[See following pages]

RESULTS OF SURVEY
FOR
MARICOPA COUNTY ASSESSOR PARCELS
102-57-005T, 005U, & 005V
AVONDALE, ARIZONA

PARCELS BEING LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE
GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

SURVEYORS
REVIEW

SCHEDULE B ITEMS

SCHEDULE B (SECOND AMENDMENT) PER TITLE REPORT BY FIRST
AMERICAN TITLE INSURANCE COMPANY ORDER NO. 258-5428983,
EFFECTIVE DATE DECEMBER 12, 2011 AT 7:30 AM

1. NOTHING TO
PLOT

1. THE LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY
REASON OF:
A. INCLUSION THEREOF WITHIN THE BOUNDARIES OF THE SALT RIVER
PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.
B. MEMBERSHIP OF THE OWNER THEREOF IN THE SALT RIVER VALLEY
WATER USERS' ASSOCIATION, AN ARIZONA CORPORATION.
C. THE TERMS OF ANY WATER RIGHT APPLICATION MADE UNDER THE
RECLAMATION LAWS OF THE UNITED STATES FOR THE PURPOSE OF
OBTAINING WATER RIGHTS FOR SAID LAND.

2. SURVEY REVIEWED
AND CONSIDERED
3. DESCRIPTION CAN
NOT BE PLOTTED

2. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED
AS BOOK 1023 OF MAPS, PAGE 35.
3. AN EASEMENT FOR COMMUNICATION SYSTEMS, FACILITIES AND
INCIDENTAL PURPOSES, RECORDED AS DOCKET 37, PAGE 27.

4. PLOTTED AND
LABELED

4. AN EASEMENT FOR NON-EXCLUSIVE INGRESS, EGRESS, ROADWAY,
STREET AND INCIDENTAL PURPOSES, RECORDED AS 84-460464 OF
OFFICIAL RECORDS. (AFFECTS PARCEL NOS. 2, 3, AND 4)

5. PLOTTED AND
LABELED

5. AN EASEMENT FOR ROAD OR HIGHWAY AND INCIDENTAL
PURPOSES, RECORDED AS 85-360278 OF OFFICIAL RECORDS.
(AFFECTS PARCEL NO. 1)

6. PLOTTED AND
LABELED

6. AN EASEMENT FOR DRAINAGE, PUBLIC UTILITIES AND INCIDENTAL
PURPOSES, RECORDED AS 2002-1168982 OF OFFICIAL RECORDS AND
AS GRANTED IN 2002-1187351 OF OFFICIAL RECORDS AND RECORDED
AS 2002-1187352 OF OFFICIAL RECORDS. (AFFECTS PARCEL NO. 1)

7. PLOTTED AND
LABELED

7. AN EASEMENT FOR WATER DISTRIBUTION SYSTEM PIPELINES,
FACILITIES AND INCIDENTAL PURPOSES, RECORDED AS 2003-944947 OF
OFFICIAL RECORDS AND THEREAFTER RECORDED AS 2003-1022319 OF
OFFICIAL RECORDS AND DISCLOSED IN ORDINANCE NO. 944-03
RECORDED AS 2005-304709 OF OFFICIAL RECORDS.

8. PLOTTED AND
LABELED

8. A PLAT RECORDED AS BOOK 2, PAGE 14 OF ROAD MAPS,
PURPORTING TO SHOW COUNTY ROADWAY. (AFFECTS PARCEL NO. 1)

9. PLOTTED AND
LABELED

9. ROADWAY GRANTED TO MARICOPA COUNTY BY INSTRUMENT
RECORDED APRIL 07, 1982 AS DOCKET 15942, PAGE 223; RECORDED
AS DOCKET 16128, PAGE 646 AND THEREAFTER AS SHOWN ON MAP
RECORDED AS BOOK 28 OF ROAD MAPS, PAGE 35. (AFFECTS PARCEL
NO. 1)

10. NOTHING TO
PLOT

10. WATER RIGHTS, CLAIMS OR TITLE TO WATER WHETHER OR NOT
SHOWN BY THE PUBLIC RECORDS.

11. NOTHING TO
PLOT

11. TAXES FOR THE FULL YEAR OF 2012 (THE FIRST HALF IS DUE
OCTOBER 1, 2012 AND IS DELINQUENT NOVEMBER 1, 2012. THE
SECOND HALF DUE MARCH 1, 2013 AND IS DELINQUENT MAY 1, 2013)

END SCHEDULE B

PARCEL AREA TABLE

PARCEL NUMBER	AREA IN SQUARE FEET	AREA IN ACRES
1	166,254 Sq. Ft.	3.817 Ac.
1A (INGRESS-EGRESS ESM)	7,263 Sq. Ft.	0.167 Ac.
2	121,294 Sq. Ft.	2.784 Ac.
3	21,393 Sq. Ft.	0.491 Ac.
4 (10 FEET WIDE)	2,939 Sq. Ft.	0.067 Ac.

SURVEYORS NOTES:

1. NO PHYSICAL ACCESS TO PUBLIC WAY WAS OBSERVED, NO DRIVE WAYS OR CURB
CUTS ALONG ROADWAY CURB ON AVONDALE BOULEVARD ON WEST SIDE OF PARCEL.
2. NO SET BACK DATA PROVIDED BY CLIENT OR INSURER.
3. DUE TO THE GREAT AMOUNT OF RECORD BEARINGS AND THE 4 OR MORE P.O.C.
POSITIONS AND P.O.B. POSITIONS RECORD(S) BEARINGS ARE NOT SHOWN DUE TO THE
IMMENSE AMOUNT OF DATA THAT WOULD BE INDICATED IN THE DRAWING. RECORD
DATA IS LIMITED TO THAT OF THE TITLE REPORT DISTANCES FROM THE TITLE REPORT
LEGAL DESCRIPTIONS. USER IS REFERENCED TO REFERENCE THE TITLE REPORT LEGAL
DESCRIPTIONS AND REFERENCED DEEDS OF RECORD FOR RECORD BEARING DATA.
4. THE RECORD DISTANCES FOR THE EAST LINE OF PARCEL 3 ARE NOT IN HARMONY
WITH THE PHYSICAL LOCATION OF THE EAST LINE OF THE G.L.O. LOT 7. DEEDS
2005-1162708, AND CHAIN OF TITLE DEED 1988-0168924, ADJOINER DEED 2004-0719207
AND CHAIN OF TITLE DEED 1973-0607, BEING DOCKET 10107, PAGE 83, AND VESTING
DEED 1983-0326942, AND CHAIN OF TITLE DEED 1981-0120, BEING DOCKET 14969,
PAGE 675, USE VARIOUS DISTANCE REFERENCES. CRS HAS HELD THE 72.0 FEET DISTANCE
EAST OF THE SOUTHEAST CORNER OF G.L.O. LOT 7 AND THE 74.10 FEET DISTANCE EAST OF
THE POINT 3.0 FEET NORTH OF THE NORTHEAST CORNER OF G.L.O. LOT 7 TO MAINTAIN THE
EAST PARCEL LINE IN HARMONY WITH THE EASTERLY ADJOINER 2005-1162708 DEED.

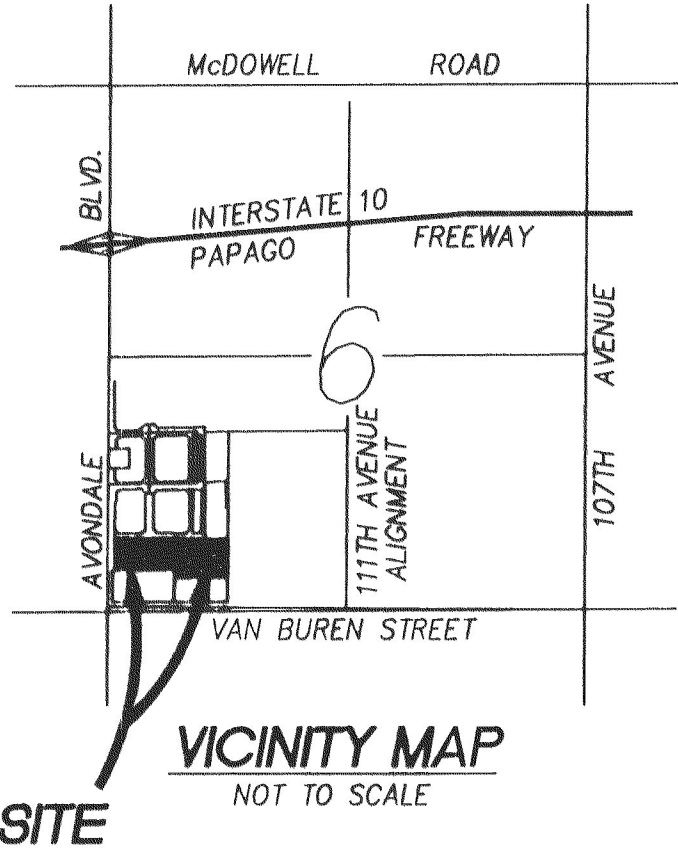
DATE: 03/13/2012

SCALE: VARIES

DRAWN BY: CRS

APPROVED BY: CRS

SHEET 1 OF 3



SHEET INDEX

- 1-----COVER SHEET
- 2-----SURVEY LIMITS AND DETAILS
- 3-----RESULTS OF SURVEY MONUMENTS
AND LEGEND FOR SYMBOLS
AND LINE TYPES

LEGAL DESCRIPTION

PARCEL NO. 2

THAT PORTION OF TH SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 33.00 FEET NORTH AND 33.00 FEET EAST OF THE SOUTHWEST CORNER OF
SAID SECTION 6;

THENCE EAST (NORTH 89 DEGREES 17 MINUTES 22 SECONDS EAST, RECORD), A DISTANCE OF 723.44
FEET;

THENCE NORTH (NORTH 01 DEGREES 03 MINUTES 27 SECONDS WEST, RECORD), A DISTANCE OF
313.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 346.00 FEET OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH (NORTH 01 DEGREES 03 MINUTES 27 SECONDS WEST, RECORD), A
DISTANCE OF 293.78 FEET;

THENCE EAST (NORTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, RECORD), A DISTANCE OF 498.14
FEET;

THENCE SOUTH (SOUTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, RECORD), A DISTANCE OF
293.84 FEET;

THENCE WEST (SOUTH 89 DEGREES 17 MINUTES 25 SECONDS WEST, RECORD), ALONG THE NORTH
LINE OF THE SOUTH 346.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 6, A DISTANCE OF 493.6 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WESTERLY 10.00 FEET THEREOF, AND ALSO

EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT WHICH IS 3.00 FEET NORTH OF THE NORTHEAST CORNER OF LOT 7 IN THE
SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE SOUTH 00 DEGREES 29 MINUTES WEST, A DISTANCE OF 971.22 FEET TO A POINT;

THENCE EAST, A DISTANCE OF 73.60 FEET TO A POINT WHICH IS 346.00 FEET NORTH AND 72.00
FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT ALSO BEING A POINT ON THE
WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 83-326942,
RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH, A DISTANCE OF 971.00 FEET TO AT POINT THAT IS 74.10 FEET EAST OF THE POINT
OF BEGINNING;

THENCE WEST, A DISTANCE OF 74.10 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

PARCEL NO. 3

THAT PART OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE
AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 3.00 FEET NORTH OF THE NORTHEAST CORNER OF LOT 7 IN THE
SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE SOUTH 00 DEGREES 29 MINUTES WEST, A DISTANCE OF 971.22 FEET TO A POINT;

THENCE EAST, A DISTANCE OF 73.60 FEET TO A POINT WHICH IS 346.00 FEET NORTH AND 72.00
FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT ALSO BEING A POINT ON THE
WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 83-326942,
RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH, A DISTANCE OF 971.00 FEET TO AT POINT THAT IS 74.10 FEET EAST OF THE POINT
OF BEGINNING;

THENCE WEST, A DISTANCE OF 74.10 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING NORTH OF THE NORTH LINE OF PARCEL NO. 2 AS DESCRIBED
IN DEED RECORDED IN DOCUMENT NO. 85-100782, RECORDS OF MARICOPA COUNTY, ARIZONA,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST;

THENCE NORTH 89 DEGREES 17 MINUTES 22 SECONDS EAST, ALONG THE SOUTH LINE OF SAID
SECTION 6, A DISTANCE OF 33.00 FEET;

THENCE NORTH 00 DEGREES 08 MINUTES 52 SECONDS EAST, A DISTANCE OF 33.00 FEET;

THENCE NORTH 89 DEGREES 17 MINUTES 22 SECONDS EAST, A DISTANCE OF 723.44 FEET;

THENCE NORTH 01 DEGREES 03 MINUTES 27 SECONDS WEST, A DISTANCE OF 313.00 FEET TO A
POINT ON THE NORTH LINE OF THE SOUTH 346.00 FEET OF THE SOUTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE CONTINUING NORTH 01 DEGREES 03 MINUTES 27 SECONDS WEST, A DISTANCE OF 293.78
FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 249.07 FEET TO THE
TRUE OF POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 36 MINUTES 52 SECONDS EAST, A DISTANCE OF 293.84 FEET, TO THE
NORTH LINE OF THE SOUTH 346.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SAID SECTION 6;

THENCE NORTH 89 DEGREES 17 MINUTES 25 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH
346.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A
DISTANCE OF 246.80 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT
RECORDED AUGUST 16, 1983 IN 83-326942, OFFICIAL RECORDS;

THENCE NORTH 00 DEGREES 12 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF THAT PARCEL
DESCRIBED IN 83-326942, OFFICIAL RECORDS, A DISTANCE OF 293.84 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS WEST, A DISTANCE OF 249.07 FEET TO THE
TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION

PARCEL NO. 4

THE WEST 10.00 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP
NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY,
ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 33.00 FEET NORTH AND 33.00 FEET EAST OF THE SOUTHWEST CORNER OF
SAID SECTION 6;

THENCE EAST (NORTH 89 DEGREES 17 MINUTES 22 SECONDS EAST, RECORD), A DISTANCE OF 723.44
FEET;

THENCE NORTH (NORTH 01 DEGREES 03 MINUTES 27 SECONDS WEST, RECORD), A DISTANCE OF
313.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 346.00 FEET OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH (NORTH 01 DEGREES 03 MINUTES 27 SECONDS WEST, RECORD), A
DISTANCE OF 293.78 FEET;

THENCE EAST (NORTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, RECORD), A DISTANCE OF 498.14
FEET;

THENCE SOUTH (SOUTH 00 DEGREES 12 MINUTES 05 SECONDS EAST, RECORD), A DISTANCE OF
293.84 FEET;

THENCE WEST (SOUTH 89 DEGREES 17 MINUTES 25 SECONDS WEST, RECORD), ALONG THE NORTH
LINE OF THE SOUTH 346.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 6, A DISTANCE OF 493.6 FEET TO THE POINT OF BEGINNING;

SAID PARCEL BEING DEFINED BY THE MARICOPA COUNTY ASSESSOR OFFICE AS:

THE EAST 10.00 FEET OF THE WEST 766.44 FEET OF THE NORTH 616.78 FEET OF THE SOUTH 649.78
FEET OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA
AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 313.00 FEET THEREOF.

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6,
TOWNSHIP 1 NORTH, RANGE 1 EAST, G&SRM, HAVING A BEARING OF
NORTH 00°02'19" WEST, PER RECORD OF SURVEY AVONDALE CITY
CENTER RECORDED IN THE MARICOPA COUNTY RECORDERS' OFFICE IN
BOOK 1023 OF MAPS, PAGE 35. SAID BASIS OF BEARING SAME AS
THE FINAL PLAT OF AVONDALE CITY CENTER PHASE 2, MCR BOOK
1093, PAGE 05.

SURVEY REFERENCES

R1 = MCR PLATS BOOK 694, PAGE 38

R2 = MCR PLATS BOOK 1027, PAGE 31
(FINAL PLAT AVONDALE CITY CENTER
PHASE 1)

R3 = MCR PLATS BOOK 686, PAGE 43

R4 = MCR PLATS BOOK 1071, PAGE 11

R5 = UNRECORDED 01/06/2009 ALTA
SURVEY BY COE & VAN LOO,
LAND SURVEYOR FRED W. KLEIN, III
RLS 36562

R6 = MCR PLATS BOOK 1023, PAGE 35

R7 = MCR PLATS BOOK 731, PAGE 05

R8 = MCR PLATS BOOK 1075, PAGE 20
(RESULTS OF SURVEY BY CRS FOR
R9 & R6 PARCELS FOR SET MONUMENTS
TO MEET "ARIZONA BOUNDARY SURVEY
MINIMUM STANDARDS REQUIREMENTS")

R9 = MCR PLAT BOOK 1095, PAGE 05
(FINAL PLAT AVONDALE CITY CENTER
PHASE 2, A REPLAT)

SURVEYORS CERTIFICATION

TO: FOREST B. ALLISON AND GLORIA ALLISON AS CO-TRUSTEES OF
THE ALLISON TRUST, U/T/A, DATED JANUARY 16, 1996:

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 TITLE
SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS
IN 2011, AND INCLUDES ITEMS 1, 4, 7(A), 8, 11(A), 13, 14, AND
20(A) OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED
UNDER MY DIRECT SUPPERVISION DURING JANUARY 2012

SIGNED WITH SEAL CARL SITTERLEY, RLS ARIZONA NO. 28742

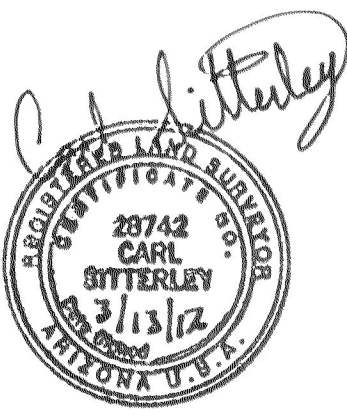
BOOK 1110 PAGE 8

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

2012 - 0219594

03/16/2012

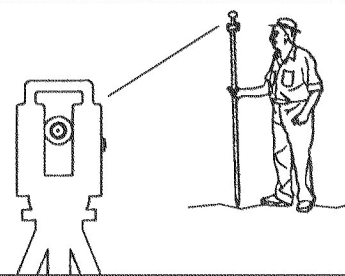
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EXPIRES 03/31/2013

ALLISON TRUST (DATED JANUARY 1996) ---RESULTS OF SURVEY
MARICOPA COUNTY ASSESSOR PARCELS 102-57-005T, 005U, & 005V
SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN

CRS
CONSULTANT REGISTERED SURVEYING, INC.
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382



DATE REVISIONS

MONUMENT DESCRIPTION

"A" FOUND UNSTAMPED "BLANK" 3 INCH BRASS CAP IN HANDHOLE WITH PUNCH MARK. SOUTHWEST CORNER OF SECTION 6 HELD PER GDACS PLAT R1 POSITION REPLACEMENT OF MONUMENT 54020-1 PER PLAT R2. CRS RLS NUMBER NOT STAMPED ON MONUMENT.

"B" SOUTH QUARTER CORNER OF SECTION 6 FOUND MARICOPA COUNTY HIGHWAY DEPARTMENT 3 INCH BRASS CAP IN HANDHOLE PER GDACS PLAT R3, NO RLS STAMPED ON CAP.

"C" FOUND UNSTAMPED "BLANK" 3 INCH BRASS CAP IN HANDHOLE WITH PUNCH MARK. OLD STRADDLES WITH WASHERS PRESENT WEST QUARTER CORNER OF SECTION 6 HELD PER GDACS PLAT R1 POSITION REPLACEMENT OF MONUMENT 54018-1 PER PLAT R2. CRS RLS NUMBER NOT STAMPED ON MONUMENT.

"D" FOUND FOR PLAT R8 SOUTHEAST CORNER, A 1/2 INCH REBAR AS WITNESS CORNER 1.0 FOOT WEST OF SUBDIVISION/LOT 6 CORNER WITH 2 INCH ALUMINUM WASHER STAMPED "CRS 28742" "1 FT WC", AND 3/4 INCH BRASS TAG STAMPED "CRS 28742" BOTH BEING ATTACHED WITH PIN FLAG WIRE. THE ACTUAL CORNER FALLS IN BLOCK WALL FOOTING WHICH DOES NOT ALLOW REBAR TYPE MONUMENT TO BE SET.

"E" FOUND 1/2 INCH REBAR WITH YELLOW CAP RLS 29268, PER R8 RECORDED SURVEY FOUND FOR MONUMENT AND ACCEPTED POSITION

"F" FOUND FOR PLAT R2 AND SET PER R8 A 1/2 REBAR WITH 3/4 BRASS TAG ATTACHED WITH PIN FLAG WIRE AND STAMPED "CRS 28742" SET FLUSH WITH BRICK PAVERS IN MEDIAN TURN LANE ISLAND. TAG IS LOCATED BELOW THE PAVERS.

"G" FOUND 1/2 INCH REBAR WITH DAMAGED YELLOW CAP "DELBRIDGE" AND WITH YELLOW CAP DRIVEN OVER SHAFT OF REBAR BELOW "DELBRIDGE" CAP.

"H" FOUND 1/2 INCH REBAR WITHOUT TAG OR CAP BENT ON TOP 5 INCHES REFERENCED AND BENT REBAR STRAIGHT AND RESET WITH 3/4 INCH BRASS TAGS ATTACHED WITH HOG RINGS. ALSO FOUND A SECOND 1/2 REBAR SAME CONDITION. ALSO REFERENCED AND SET STRAIGHT AND RESET THAT BEARS SOUTH 0.14 FEET FROM ACCEPTED REBAR TO THE NORTH. MONUMENTS DRIVEN TO 0.5 FEET BELOW FARMED SURFACE.

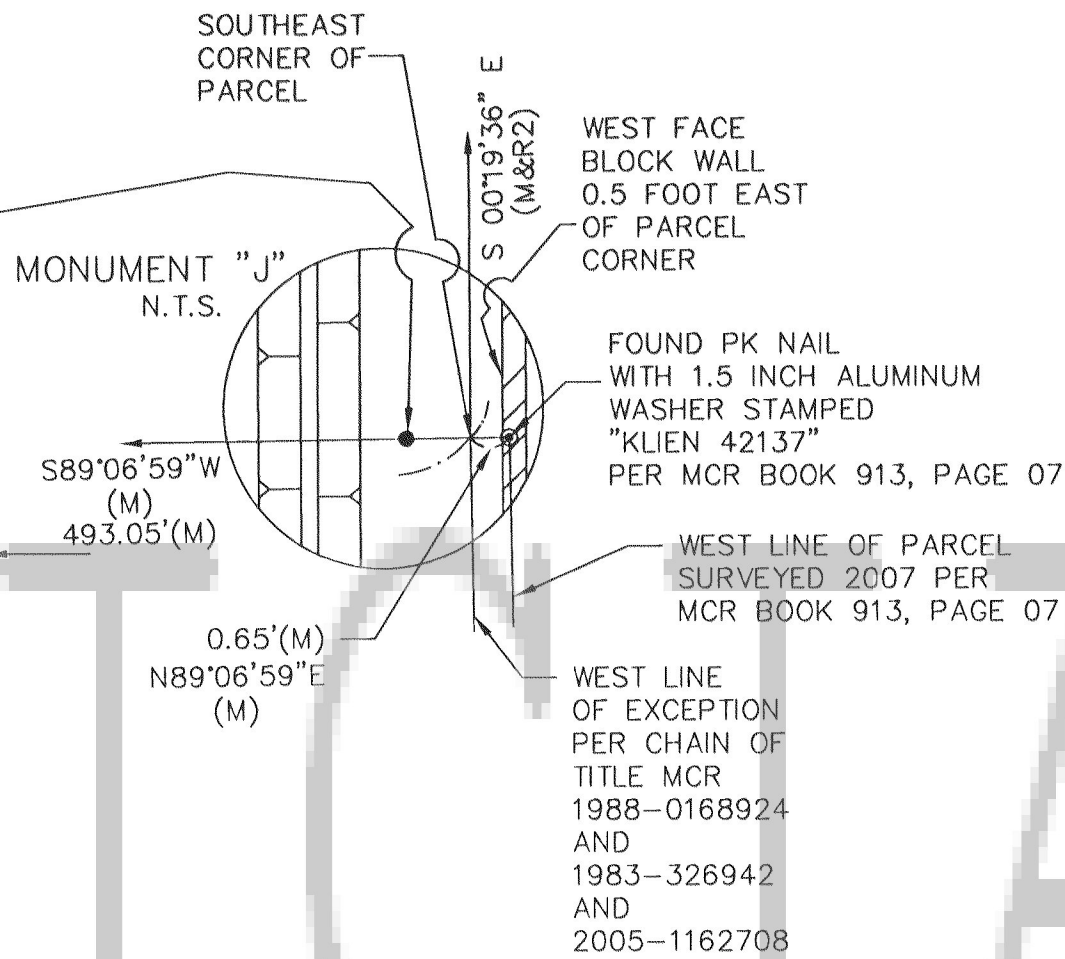
MONUMENT DESCRIPTION

"I" FOUND 1/2 INCH REBAR AT GROUND SURFACE WITH YELLOW CAP T. ROPE RLS CAP T. ROPE RLS 21081 ACCEPTED. ANOTHER UNMARKED REBAR BEARS 0.62 FOOT WEST PER 2007 SURVEY RECORDED MCR BOOK 913, PAGE 07. A THIRD UNMARKED REBAR ALSO BEARS NORTHWEST 0.5 FEET AND WAS NOT ACCEPTED AS PART OF THIS SURVEY. CRS 3/4 INCH BRASS TAG ATTACHED TO BOTH OTHER REBARS WITH HOG RING CHAINS, STAMPED "CRS 28742".

"J" SOUTHEAST CORNER OF PARCEL FALLS ON WALL FOOTING, A 1/2 INCH REBAR AS WITNESS CORNER 1.0 FOOT WEST OF PARCEL CORNER WITH AN ATTACHED 2 INCH ALUMINUM WASHER STAMPED "CRS 28742" "1 FT WC", AND 3/4 INCH BRASS TAG STAMPED "CRS 28742" BOTH BEING ATTACHED WITH PIN FLAG WIRE. THE ACTUAL CORNER FALLS IN BLOCK WALL FOOTING WHICH DOES NOT ALLOW REBAR TYPE MONUMENT TO BE SET. SEE SURVEYORS NOTE 4 ON SHEET 1 OF 3 OF THIS SURVEY

"K" FOUND PK NAIL IN ASPHALT WITH 1.5 INCH ALUMINUM WASHER STAMPED "KLINE 42137" PER RECORDED SURVEY MCR BOOK 913, PAGE 07

"L" FOUND 1/2 INCH REBAR WITH OLD PIN FLAG WIRE. NO TAG OR CAP IDENTIFICATION FOUND. CRS ATTACHED A 3/4 INCH BRASS TAG WITH HOG RINGS FOR MONUMENT PERPETUATION IDENTIFICATION MONUMENT FOUND AT THE WEST END OF A SIDEWALK



LEGEND

- R.L.S. = REGISTERED LAND SURVEYOR
ALTA = AMERICAN LAND TITLE ASSOCIATION
ACSM = AMERICAN CONGRESS OF SURVEYING AND MAPPING
NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
G&SRM = GILA AND SALT RIVER MERIDIAN
R/W = RIGHT OF WAY ROADWAY
FT. = FEET MEASUREMENT UNITS INTERNATIONAL
N = NORTH
S = SOUTH
E = EAST
W = WEST
R = RECORD
RTR = RECORD TITLE REPORT DESCRIPTION
C = COMPUTED MEASURE VALUE
M = MEASURED VALUE IN THE FIELD
R# = RECORDED DOCUMENT NUMBER SHOWN HEREON
SRP = SALT RIVER PROJECT
CONST. = CONSTRUCTION
CRS = CONSULTANT REGISTERED SURVEYING
GDACS = GEODETIC DENSIFICATION AND CADASTRAL SURVEY
G.L.O. = GENERAL LAND OFFICE
N.T.S. = NOT TO SCALE
APN = ASSESSOR PARCEL NUMBER (MARICOPA COUNTY)
D.E. = DRAINAGE EASEMENT
ESMT = EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING?NO. = NUMBER
EXCEPT. = EXCEPTION

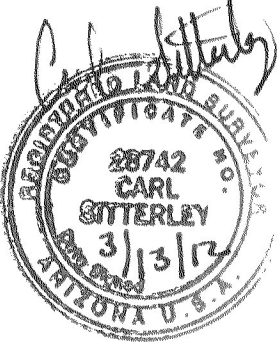
- ⏏ = COMMUNICATIONS RISER
—+— = SIGN POST SINGLE
IRR = IRRIGATION
⊙ = IRRIGATION MANHOLE
WM = WATER METER
—x—x—x— = FENCE LINE
SXX°XX'XX"W = ANGULAR TYPICAL DIRECTION DEGREES, MINUTES, SECONDS OF ANGULAR ARC
TYPICAL SYMBOL TO INDICATE SLOPE DIRECTION TOP TO TOE
= SCHEDULE "B" ITEM IN DRAWING

- ⊙ = FOUND MONUMENT PER DESCRIPTION ON THIS SURVEY
○ = 1/2 REBAR WITH "CRS 28742" 3/4 BRASS TAG ATTACHED WITH PIN WIRE FLAG SET FOR PLAT R9.
• = 1/2 REBAR WITH "CRS 28742" 3/4 BRASS TAG ATTACHED WITH PIN WIRE FLAG UNLESS OTHERWISE DESCRIBED HEREON.

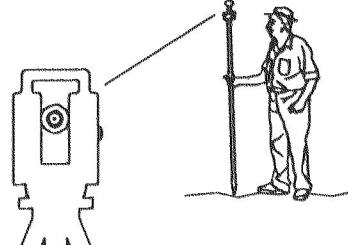
LEGEND LINE TYPES

- = EXTERIOR PARCEL LIMITS
— = EAST LINE G.L.O. LOT 7 & SECTION 6 LINES
--- = EASEMENT LINES
--- = ADJOINER OWNERSHIP LINES
--- = R/W EASEMENT LINE
--- = DEED LINE 2010-052169
--- = TOPOGRAPHIC FEATURES

BOOK 1110 PAGE 8
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2012 -- 0219594
03/16/2012 02:18 PM



EXPIRES 03/31/2013

DATE	REVISIONS		C R S CONSULTANT REGISTERED SURVEYING, INC. 8732 E. PICCADILLY ROAD SCOTTSDALE, ARIZONA 480-620-1382	ALLISON TRUST (DATED JANUARY 1996) ---RESULTS OF SURVEY MARICOPA COUNTY ASSESSOR PARCELS 102-57-005T, 005U, & 005V SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, GILA & SALT RIVER MERIDIAN	DATE: 03/13/2012 SCALE: N.T.S. DRAWN BY: CRS APPROVED BY: CRS SHEET 3 OF 3

CITY COUNCIL REPORT

SUBJECT: Ordinance 2009-0320 - Acquisition of Real Property for the Fairway Drive Improvements - Van Buren Street to Garfield Street Project

MEETING DATE: 3/2/2020

TO: Mayor and Council

FROM: Kevin Murphy, PE, Director of Development and Engineering Services, (623) 333-4011

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to adopt Ordinance 2009-0320 authorizing the dedication, purchase or condemnation of real property for the Fairway Drive Improvements -Van Buren Street to Garfield Street Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City's current Capital Improvement Program includes a project to construct roadway improvements to Fairway Drive between Van Buren Street and Garfield Street. Improvements for the 5 lane roadway section include asphalt pavement, curb and gutter, communication conduits, landscaping, signing, striping and street lights. Arizona Department of Transportation (ADOT) is currently constructing the Fairway Drive - Interstate 10 traffic interchange and construction is scheduled to be completed in April 2020. Construction of the City's Fairway Drive Project is expected to begin in June 2020 and be completed in December 2020.

DISCUSSION:

Currently, the City does not have all the right-of-way needed to construct the Fairway Drive improvements between Van Buren Street and Corporate Drive. In order to acquire the additional right-of-way, staff needs authority from Council. The City must acquire right-of-way on the northeast corner of Fairway Drive and Van Buren Street, which is currently owned by the Millie L. Henderson Living Trust . Staff has met with the Henderson family to discuss the purchase of the right-of-way.

In September 2019, the City Manager approved a Professional Services Agreement with Nfra, Inc. for Phase I environmental site assessment services to ensure there are no environmental concerns on the property to be acquired.

STRATEGIC PLAN ALIGNMENTInitiative:

Foster Sustainable Community Development

Goal:

Maintain and expand infrastructure and improve connectivity to City amenities

BUDGET IMPACT:

For design, land acquisition, construction, and other associated costs, the project is budgeted for a total of \$2,200,000 in FY2020 and an additional \$1,825,000 is projected for FY2021.

RECOMMENDATION:

Staff is recommending that City Council approve an Ordinance authorizing the dedication, purchase or condemnation of real property for the Fairway Drive Improvements - Van Buren Street to Garfield Street Project and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.



RIGHT-OF-WAY TO BE PURCHASED FROM THE
MILLIE L. HENDERSON LIVING TRUST

EXHIBIT "A"

LEGAL DESCRIPTION

New Right of Way Fairway Drive

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

COMMENCING at a Brass Cap in Handhole marking the Southwest Corner of said Section 1 from which a Brass Cap in Handhole marking the West Quarter Corner of said Section 1 bears North 00°10'46" East (Basis of Bearings), a distance of 2671.92 feet;

THENCE along the West line of said Section 1 North 00°10'46" East, a distance of 140.60 feet;

THENCE leaving said West line South 89°49'14" East, a distance of 33.00 feet to the existing Easterly Right of Way line of Fairway Drive and the POINT OF BEGINNING;

THENCE along said Right of Way line North 00°10'46" East, a distance of 872.81 feet to the North line of that certain parcel of land conveyed to the Millie L. Henderson Living Trust by Special Warranty Deed recorded in Document 2018-0095480 of the Official Records of Maricopa County, Arizona;

THENCE along said North line North 89°34'17" East, a distance of 7.00 feet;

THENCE leaving said North line South 00°10'46" West, a distance of 584.87 feet;

THENCE South 89°49'14" East, a distance of 5.00 feet;

THENCE South 00°10'46" West a distance of 307.01 feet to the existing Easterly Right of Way line of Fairway Drive;

THENCE along said Right of Way line North 32°05'55" West, a distance of 22.47 feet to the POINT OF BEGINNING.

Said parcel contains 7,664 square feet (0.18 acres) more or less.



LINE TABLE		
L1	N 00°10'46" E	140.60'
L2	S 89°49'14" E	33.00'
L3	N 00°10'46" E	872.81'
L4	N 89°34'17" E	7.00'
L5	S 00°10'46" W	584.87'
L6	S 89°49'14" E	5.00'
L7	S 00°10'46" W	307.01'
L8	N 32°05'55" W	22.47'

LEGEND

⊗ = FOUND MONUMENT AS NOTED
 BC/HH = BRASS CAP IN HANDHOLE
 ROW = RIGHT OF WAY
 FD = FOUND

 = NEW ROW
 7664 SQ. FT.



W 1/4 COR. SEC 1
 TIN, RIW
 FD BC/HH

7.00' NEW ROW

33.00'
 EXIST. ROW



1"=120'

12.00' NEW ROW

POINT OF BEGINNING

SW COR. SEC 1
 TIN, RIW
 FD BC/HH

N 00°10'46" E 2671.92'

FAIRWAY DR.

NEW ROW

MILLIE L.
 HENDERSON
 LIVING TRUST
 500-01-001U

S 1/4 COR.
 SEC 1, TIN, RIW
 FD BC/HH

VAN BUREN ST.

N 89°34'17" E 2653.78'

AZTEC



4561 E. McDowell Road
 Phoenix, AZ 85008-4505
 Tel (602) 454-0402
 Fax (602) 454-0403
 www.aztec.us

DATE: 02/20
 DSN: ADR
 DRN: ADR
 CHK: CWH

EXHIBIT FOR NEW RIGHT OF WAY
 FAIRWAY DRIVE
 IN THE SW 1/4 SEC. 1, TIN, RIW, G&SRM
 SHEET 1 OF 1

ROW with Lead in.txt

Project Name: AZENS1917

Description:

Horizontal Alignment Name: New ROW with lead in

Description:

Style: Default

	STATION	NORTHING	EASTING
Element: Linear			
POB (100)	0+00.00	891437.28520	575886.53900
PI (104)	1+40.60	891577.88451	575886.97963
Tangent Direction:	N 0°10'46" E		
Tangent Length:	140.60		
Element: Linear			
PI (104)	1+40.60	891577.88451	575886.97963
PI (105)	1+73.60	891577.78109	575919.97946
Tangent Direction:	S 89°49'14" E		
Tangent Length:	33.00		
Element: Linear			
PI (105)	1+73.60	891577.78109	575919.97946
PI (106)	10+46.41	892450.58417	575922.71475
Tangent Direction:	N 0°10'46" E		
Tangent Length:	872.81		
Element: Linear			
PI (106)	10+46.41	892450.58417	575922.71475
PI (107)	10+53.41	892450.63654	575929.71495
Tangent Direction:	N 89°34'17" E		
Tangent Length:	7.00		
Element: Linear			
PI (107)	10+53.41	892450.63654	575929.71495
PI (108)	16+38.28	891865.77121	575927.88203
Tangent Direction:	S 0°10'46" W		
Tangent Length:	584.87		
Element: Linear			
PI (108)	16+38.28	891865.77121	575927.88203
PI (109)	16+43.28	891865.75554	575932.88201
Tangent Direction:	S 89°49'14" E		
Tangent Length:	5.00		
Element: Linear			
PI (109)	16+43.28	891865.75554	575932.88201
PI (110)	19+50.29	891558.74535	575931.91987
Tangent Direction:	S 0°10'46" W		
Tangent Length:	307.01		

ROW with Lead in.txt

Element: Linear

PI (	110)	19+50.29	891558.74535	575931.91987
POE (	105)	19+72.76	891577.78109	575919.97946
Tangent Direction:		N 32^05'55" W		
Tangent Length:		22.47		

Area:	7664 sq.feet	0.18 acres
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ORDINANCE NO. 2009-0320

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR PUBLIC USE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the "City") to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the City Council desires to authorize the acquisition of certain real property, generally located along Fairway Drive from Van Buren Street to Corporate Drive, for public use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The acquisition, by purchase, condemnation or dedication of real property totaling $\pm$ 0.18 acres, generally located along Fairway Drive, north of Van Buren Street and south of Corporate Drive in Avondale, Arizona, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 3. The acquisition, by purchase, condemnation or dedication of a temporary construction easement on, over, and across real property totaling $\pm$ 0.27 acres, generally located along the east side of Fairway Drive, between Van Buren Street and Corporate Drive, in Avondale, Arizona, as more particularly described and depicted on Exhibit B attached hereto and incorporated herein by reference, is hereby authorized.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 2, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2009-0320

[Legal Description and Map of Real Property]

See following pages.

EXHIBIT "A"

LEGAL DESCRIPTION

New Right of Way Fairway Drive

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

COMMENCING at a Brass Cap in Handhole marking the Southwest Corner of said Section 1 from which a Brass Cap in Handhole marking the West Quarter Corner of said Section 1 bears North 00°10'46" East (Basis of Bearings), a distance of 2671.92 feet;

THENCE along the West line of said Section 1 North 00°10'46" East, a distance of 140.60 feet;

THENCE leaving said West line South 89°49'14" East, a distance of 33.00 feet to the existing Easterly Right of Way line of Fairway Drive and the POINT OF BEGINNING;

THENCE along said Right of Way line North 00°10'46" East, a distance of 872.81 feet to the North line of that certain parcel of land conveyed to the Millie L. Henderson Living Trust by Special Warranty Deed recorded in Document 2018-0095480 of the Official Records of Maricopa County, Arizona;

THENCE along said North line North 89°34'17" East, a distance of 7.00 feet;

THENCE leaving said North line South 00°10'46" West, a distance of 584.87 feet;

THENCE South 89°49'14" East, a distance of 5.00 feet;

THENCE South 00°10'46" West a distance of 307.01 feet to the existing Easterly Right of Way line of Fairway Drive;

THENCE along said Right of Way line North 32°05'55" West, a distance of 22.47 feet to the POINT OF BEGINNING.

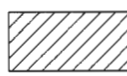
Said parcel contains 7,664 square feet (0.18 acres) more or less.



LINE TABLE		
L1	N 00°10'46" E	140.60'
L2	S 89°49'14" E	33.00'
L3	N 00°10'46" E	872.81'
L4	N 89°34'17" E	7.00'
L5	S 00°10'46" W	584.87'
L6	S 89°49'14" E	5.00'
L7	S 00°10'46" W	307.01'
L8	N 32°05'55" W	22.47'

LEGEND

⊗ = FOUND MONUMENT AS NOTED
 BC/HH = BRASS CAP IN HANDHOLE
 ROW = RIGHT OF WAY
 FD = FOUND

 = NEW ROW
 7664 SQ. FT.



W 1/4 COR. SEC 1
 TIN, RIW
 FD BC/HH

7.00' NEW ROW
 33.00'
 EXIST. ROW



1"=120'

12.00' NEW ROW

POINT OF BEGINNING

SW COR. SEC 1
 TIN, RIW
 FD BC/HH

N 00°10'46" E 2671.92'

FAIRWAY DR.

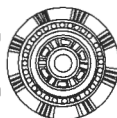
MILLIE L.
 HENDERSON
 LIVING TRUST
 500-01-001U

S 1/4 COR.
 SEC 1, TIN, RIW
 FD BC/HH

VAN BUREN ST.

N 89°34'17" E 2653.78'

AZTEC



4561 E. McDowell Road
 Phoenix, AZ 85008-4505
 Tel (602) 454-0402
 Fax (602) 454-0403
 www.aztec.us

DATE: 02/20

DSN: ADR

DRN: ADR

CHK: CWH

EXHIBIT FOR NEW RIGHT OF WAY
 FAIRWAY DRIVE
 IN THE SW 1/4 SEC. 1, TIN, RIW, G&SRM
 SHEET 1 OF 1

ROW with Lead in.txt

Project Name: AZENS1917

Description:

Horizontal Alignment Name: New ROW with lead in

Description:

Style: Default

	STATION	NORTHING	EASTING
Element: Linear			
POB (100)	0+00.00	891437.28520	575886.53900
PI (104)	1+40.60	891577.88451	575886.97963
Tangent Direction:	N 0°10'46" E		
Tangent Length:	140.60		
Element: Linear			
PI (104)	1+40.60	891577.88451	575886.97963
PI (105)	1+73.60	891577.78109	575919.97946
Tangent Direction:	S 89°49'14" E		
Tangent Length:	33.00		
Element: Linear			
PI (105)	1+73.60	891577.78109	575919.97946
PI (106)	10+46.41	892450.58417	575922.71475
Tangent Direction:	N 0°10'46" E		
Tangent Length:	872.81		
Element: Linear			
PI (106)	10+46.41	892450.58417	575922.71475
PI (107)	10+53.41	892450.63654	575929.71495
Tangent Direction:	N 89°34'17" E		
Tangent Length:	7.00		
Element: Linear			
PI (107)	10+53.41	892450.63654	575929.71495
PI (108)	16+38.28	891865.77121	575927.88203
Tangent Direction:	S 0°10'46" W		
Tangent Length:	584.87		
Element: Linear			
PI (108)	16+38.28	891865.77121	575927.88203
PI (109)	16+43.28	891865.75554	575932.88201
Tangent Direction:	S 89°49'14" E		
Tangent Length:	5.00		
Element: Linear			
PI (109)	16+43.28	891865.75554	575932.88201
PI (110)	19+50.29	891558.74535	575931.91987
Tangent Direction:	S 0°10'46" W		
Tangent Length:	307.01		

ROW with Lead in.txt

Element: Linear

PI (110)	19+50.29	891558.74535	575931.91987
POE (105)	19+72.76	891577.78109	575919.97946
Tangent Direction:	N 32^05'55" W		
Tangent Length:	22.47		

Area:	7664 sq.feet	0.18 acres
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EXHIBIT B
TO
ORDINANCE NO. 2009-0320

[Legal Description and Map of Temporary Construction Easement]

See following pages.

[REDACTED]

LEGAL DESCRIPTION

New Temporary Construction Easement Fairway Drive

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

COMMENCING at a Brass Cap in Handhole marking the Southwest Corner of said Section 1 from which a Brass Cap in Handhole marking the West Quarter Corner of said Section 1 bears North 00°10'46" East (Basis of Bearings), a distance of 2671.92 feet;

THENCE along the West line of said Section 1 North 00°10'46" East, a distance of 121.60 feet;

THENCE leaving said West line South 89°49'14" East, a distance of 45.00 feet to the POINT OF BEGINNING;

THENCE North 00°10'46" East, a distance of 307.01 feet;

THENCE North 89°49'14" West, a distance of 5.00 feet;

THENCE North 00°10'46" East, a distance of 584.87 feet to the North line of that certain parcel of land conveyed to the Millie L. Henderson Living Trust by Special Warranty Deed recorded in Document 2018-0095480 of the Official Records of Maricopa County, Arizona;

THENCE along said North line North 89°34'17" East, a distance of 10.00 feet;

THENCE leaving said North line South 00°10'46" West, a distance of 97.97 feet;

THENCE South 89°49'14" East, a distance of 8.00 feet;

THENCE South 00°10'46" West, a distance of 66.00 feet;

THENCE North 89°49'14" West, a distance of 8.00 feet;

THENCE South 00°10'46" West, a distance of 62.00 feet;

THENCE South 89°49'14" East, a distance of 15.00 feet;

THENCE South 00°10'46" West, a distance of 60.00 feet;

THENCE North 89°49'14" West, a distance of 15.00 feet;

THENCE South 00°10'46" West, a distance of 289.00 feet;

THENCE South 89°49'14" East, a distance of 10.00 feet;

THENCE South 00°10'46" West, a distance of 90.42 feet;

THENCE North 89°49'14" West, a distance of 5.00 feet;

THENCE South 00°10'46" West, a distance of 67.58 feet;

THENCE South 89°49'14" East, a distance of 19.00 feet;

THENCE South 00°10'46" West, a distance of 49.00 feet;

THENCE North 89°49'14" West, a distance of 19.00 feet;

THENCE South 00°10'46" West, a distance of 125.84 feet to the existing Easterly Right of Way line of Fairway Drive;

THENCE along said Right of Way line North 32°05'55" West, a distance of 18.73 feet to the POINT OF BEGINNING.

Said parcel contains 11,860 square feet (0.27 acres) more or less.



TCE with Lead in.txt

Project Name: AZENS1917

Description:

Horizontal Alignment Name: New TCE with lead in

Description:

Style: Prop_Horiz Alignment

	STATION	NORTHING	EASTING
Element: Linear			
POB (100)	0+00.00	891437.28520	575886.53900
PI (129)	1+21.60	891558.88637	575886.92009
Tangent Direction:	N 0°10'46" E		
Tangent Length:	121.60		
Element: Linear			
PI (129)	1+21.60	891558.88637	575886.92009
PI (110)	1+66.60	891558.74535	575931.91987
Tangent Direction:	S 89°49'14" E		
Tangent Length:	45.00		
Element: Linear			
PI (110)	1+66.60	891558.74535	575931.91987
PI (109)	4+73.61	891865.75554	575932.88201
Tangent Direction:	N 0°10'46" E		
Tangent Length:	307.01		
Element: Linear			
PI (109)	4+73.61	891865.75554	575932.88201
PI (108)	4+78.61	891865.77121	575927.88203
Tangent Direction:	N 89°49'14" W		
Tangent Length:	5.00		
Element: Linear			
PI (108)	4+78.61	891865.77121	575927.88203
PI (107)	10+63.48	892450.63654	575929.71495
Tangent Direction:	N 0°10'46" E		
Tangent Length:	584.87		
Element: Linear			
PI (107)	10+63.48	892450.63654	575929.71495
PI (111)	10+73.48	892450.71135	575939.71523
Tangent Direction:	N 89°34'17" E		
Tangent Length:	10.00		
Element: Linear			
PI (111)	10+73.48	892450.71135	575939.71523
PI (112)	11+71.46	892352.73723	575939.40819
Tangent Direction:	S 0°10'46" W		
Tangent Length:	97.97		

TCE with Lead in.txt

Element: Linear

PI (112)	11+71.46	892352.73723	575939.40819
PI (113)	11+79.46	892352.71216	575947.40815
Tangent Direction:	S 89°49'14" E		
Tangent Length:	8.00		

Element: Linear

PI (113)	11+79.46	892352.71216	575947.40815
PI (114)	12+45.46	892286.71249	575947.20131
Tangent Direction:	S 0°10'46" W		
Tangent Length:	66.00		

Element: Linear

PI (114)	12+45.46	892286.71249	575947.20131
PI (115)	12+53.46	892286.73756	575939.20135
Tangent Direction:	N 89°49'14" W		
Tangent Length:	8.00		

Element: Linear

PI (115)	12+53.46	892286.73756	575939.20135
PI (139)	13+15.46	892224.73786	575939.00705
Tangent Direction:	S 0°10'46" W		
Tangent Length:	62.00		

Element: Linear

PI (139)	13+15.46	892224.73786	575939.00705
PI (140)	13+30.46	892224.69085	575954.00698
Tangent Direction:	S 89°49'14" E		
Tangent Length:	15.00		

Element: Linear

PI (140)	13+30.46	892224.69085	575954.00698
PI (141)	13+90.46	892164.69115	575953.81894
Tangent Direction:	S 0°10'46" W		
Tangent Length:	60.00		

Element: Linear

PI (141)	13+90.46	892164.69115	575953.81894
PI (142)	14+05.46	892164.73816	575938.81902
Tangent Direction:	N 89°49'14" W		
Tangent Length:	15.00		

Element: Linear

PI (142)	14+05.46	892164.73816	575938.81902
PI (120)	16+94.46	891875.73958	575937.91332
Tangent Direction:	S 0°10'46" W		
Tangent Length:	289.00		

TCE with Lead in.txt

Element: Linear

PI (	120)	16+94.46	891875.73958	575937.91332
PI (	121)	17+04.46	891875.70824	575947.91327
Tangent Direction:		S 89°49'14" E		
Tangent Length:		10.00		

Element: Linear

PI (	121)	17+04.46	891875.70824	575947.91327
PI (	143)	17+94.88	891785.28964	575947.62991
Tangent Direction:		S 0°10'46" W		
Tangent Length:		90.42		

Element: Linear

PI (	143)	17+94.88	891785.28964	575947.62991
PI (	144)	17+99.88	891785.30530	575942.62993
Tangent Direction:		N 89°49'14" W		
Tangent Length:		5.00		

Element: Linear

PI (	144)	17+99.88	891785.30530	575942.62993
PI (	124)	18+67.46	891717.72207	575942.41813
Tangent Direction:		S 0°10'46" W		
Tangent Length:		67.58		

Element: Linear

PI (	124)	18+67.46	891717.72207	575942.41813
PI (	125)	18+86.46	891717.66252	575961.41804
Tangent Direction:		S 89°49'14" E		
Tangent Length:		19.00		

Element: Linear

PI (	125)	18+86.46	891717.66252	575961.41804
PI (	145)	19+35.46	891668.66276	575961.26448
Tangent Direction:		S 0°10'46" W		
Tangent Length:		49.00		

Element: Linear

PI (	145)	19+35.46	891668.66276	575961.26448
PI (	146)	19+54.46	891668.72231	575942.26457
Tangent Direction:		N 89°49'14" W		
Tangent Length:		19.00		

Element: Linear

PI (	146)	19+54.46	891668.72231	575942.26457
PI (	128)	20+80.30	891542.88223	575941.87020
Tangent Direction:		S 0°10'46" W		
Tangent Length:		125.84		

TCE with Lead in.txt

Element: Linear

PI (	128)	20+80.30	891542.88223	575941.87020
POE (	110)	20+99.03	891558.74535	575931.91987
Tangent Direction:		N 32^05'55" W		
Tangent Length:		18.73		

Area:	11860 sq.feet	0.27 acres
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CITY COUNCIL REPORT

SUBJECT: Resolution 1015-0320, approving the First Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC – Application PL-19-0233

MEETING DATE: 3/2/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

THROUGH: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request by Mr. Roger Theis, Brookfield Residential, to adopt Resolution 1015-0320 approving the First Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC, and authorize the Mayor or City Manager and City Clerk to execute the Agreement. The proposed Amendment to the 2018 Agreement will allow the developer to retain and convert portions of the Brookfield Lakin, LLC irrigation grandfathered rights to Type 1 Non-Irrigation rights for use in irrigating a 100-acre greenbelt system that traverses the Alamar community within multiple easement corridors, and to enter into a well license agreement with the City to withdraw City water rights for the community lake. The proposed agreement also revises the location of the planned City of Avondale public safety facility within the Alamar development to reflect the location agreed upon by the City subsequent to approval of the 2018 agreement. The Council will take appropriate action.

BACKGROUND:

Alamar is a 1,179 gross acre master planned community roughly bounded by Avondale Boulevard on the east, Elwood Street on the north, Dysart Road on the west, and Southern Avenue on the south (Exhibits A and B). The property was annexed and zoned Planned Area Development (PAD) by action of the City Council in May 2018. The approved Alamar (formerly Lakin Property) PAD allows for development of a master planned community consisting of single-family residential lots and associated HOA-owned open spaces, a commercial site, a public community park, an elementary school site, and a public safety facility site.

Phase 1 of Alamar, located at the southwest corner of Avondale Boulevard and Broadway Road, is under construction. When complete, Phase 1 will include 461 single family homes and common area parks and open spaces on 138.57 acres. A Preliminary Plat for Phase 2, to include 346 single-family homes and common area parks and open spaces on 101.53 acres, was approved in May 2019. The Final Plat for Phase 2 is scheduled for Council approval at this same meeting. A Preliminary Plat for Phase 3, to include 317 single-family homes and common area parks and open spaces on 111.7 acres, was approved in May 2019.

A Pre-Annexation Development Agreement (PADA) between the City and the property owner, Brookfield Lakin LLC, was approved by City Council on May 21, 2018. The approved PADA (Exhibit E) establishes certain responsibilities of the developer and the City in relation to development of the Alamar master planned community. The most significant components of the approved agreement include:

- The City provides assurances that Alamar will be allowed to develop and receive City services.
- The City and developer jointly agree to develop a Community Park within the Alamar master planned community. The agreement also establishes the cost-share each party will contribute to the improvement of that future park.
- The City provides assurances related to the creation of a Community Facilities District (CFD) to finance certain infrastructure improvements. The Alamar CFD has since been approved by City Council.
- The developer agrees to contribute a pro-rata share to the City for reimbursement of the City's 2011 acquisition of Rigby Water Company, a private utility that until acquisition by the City had provided water service to development in this area.
- The developer agrees to convey property within the Alamar development to the City for a future Public Safety (Police/Fire) facility. The approved PADA provides for this site adjacent to Avondale Boulevard at the northeast corner of the Alamar development. The proposed 1st Amendment to the PADA redefines the location of this site, as discussed in the Summary of Request section of this report.
- The developer agrees to reserve a public elementary or K-8 school site within the development. The location of this school site, which will be owned and operated by Littleton Elementary School District, has since been identified west of the northwest corner of Avondale Boulevard and Broadway Road.
- The developer agrees to extinguish all Irrigation Grandfathered Water Rights to the City of Avondale. The proposed 1st Amendment to the PADA revises this requirement to allow for a portion of these rights to be retained to be used for irrigating the greenbelt corridors, as further discussed in the Summary of Request section of this report.

The Alamar property features four General Plan Land Use Map designations (Exhibit C), as follows:

- The majority of the north half of the property is designated **Medium Density Residential (MDR)**. The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5.
- The majority of the south half of the property is designated **Estate Low Density Residential (ELDR)**. The ELDR category allows for development of detached single-family residential homes, potentially including an equestrian component, at a density of 1 to 2.5 dwelling units per acre (1 du/acre target density).
- The **Medium/High Density Residential (MHDR)** designation is applied to two pockets in the northeast quadrant of the planned development. The MHDR designation allows for a range of residential uses including single-family detached homes, single-family attached homes, townhomes, condominiums, patio homes, and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).
- The **Local Commercial** designation is provided adjacent to Avondale Boulevard. This designation provides for the daily needs of goods and services to residents within the surrounding area. Uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices.

Surrounding uses and zoning in the vicinity of the Alamar development include:

North: Several existing and proposed single-family communities in various stages of development, including Las Ligas, Cantada Ranch, and the planned Hermosa Ranch, and an 80-acre regional SRP substation (Rudd Substation). Properties to the north are zoned Planned Area Development (PAD), Urban Residential (R1-6), and Rural Residential (RR-43).

East: A mix of agricultural and large-lot rural residential uses on properties located in Maricopa County, zoned Rural (RU-43).

South: A mix of agricultural and large-lot rural residential uses on properties located in Maricopa County, zoned Rural (RU-43).

West: Avondale's wastewater treatment plant (zoned Agricultural) and properties within Maricopa County used for a sand and gravel mining facility and farming, zoned Rural (RU-43).

SUMMARY OF REQUEST:

The applicant is requesting approval of an amendment to the Pre-Annexation Development Agreement approved by City Council in May 2018. The requested amendment has two components: 1) Modifying the location of the public safety facility within Alamar and 2) revising language pertaining to extinguishment of grandfathered irrigation rights to allow a portion of those rights to be used to irrigate the planned greenbelt corridors within Alamar.

Relocation of Public Safety Facility

Following approval of the PADA in May 2018, the City's Police and Fire Departments expressed a desire for the public safety facility within Alamar to be relocated from the original location on Avondale Boulevard to a site more centrally located within the community. In addition to better serving the community, it was determined that a more centralized location would have the added benefit of enhancing emergency response to Phoenix Raceway via El Mirage Road.

The proposed 1st Amendment to the PADA relocates the future public safety facility site from the original Avondale Boulevard location to a parcel located adjacent to El Mirage Road south of Broadway Road. The City supports the revised location.

Grandfathered Irrigation Rights

The Alamar property is bisected by multiple overhead powerline and underground utility corridors that cannot be developed. To activate use of these areas and to enhance the enjoyment of the Alamar community to residents and visitors, the developer intends to convert these corridors, which total approximately 100 acres, to sustainable greenbelts featuring turf and other vegetation. Additionally, as briefly discussed above, the City and the developer will be jointly developing a new City-owned 40-acre Community Park within the Alamar development.

Over the last year, the City and developer have determined the amount of water use the greenbelt systems will require. To reduce water consumption from the City's potable system, which deducts from the amount of water available in the City's designated assured water supply and water portfolio, both parties saw a unique opportunity to utilize the wells owned by the developer to supply non-potable water to irrigate turf and landscaping within Alamar's greenbelt corridors, as follows:

- The City Park will feature a lake, which will act as a reservoir for non-potable water. Non-potable water from the developer's well(s), under a well license agreement between the Developer and the City, will be used to pump the City's water credits to fill the lake/reservoir within the City Park.
- Developer will pump non-potable water from the lake/reservoir to water turf and landscaping within the

easement greenbelt corridors;using Retired Type 1 Rights.

- City will pump non-potable water from the lake/reservoir to water turf and landscaping with the City Park.

As is standard, the 2018 PADA requires the developer to extinguish all irrigation groundwater rights associated with the land. This existing language, however, does not allow for the proposed irrigation solution, which Staff believes will be beneficial to both the developer and the City. The developer and successive owners of the property will experience significant cost savings by utilizing their own source of water for irrigation rather than paying the City's potable water rates to irrigate those areas and deducting the water from the City's designated assured water supply. Likewise, the City will save capital costs related to the drilling of a new well that would be needed to supply water to the lake/reservoir within the City Park. Furthermore, the City will save an estimated 500-acre feet of potable water on an annual basis that will be needed to serve the Alamar greenbelt system, saving the associated water treatment and delivery costs, and preserving a significant volume of water in the City's water portfolio. The proposed irrigation solution conforms to State of Arizona statutes governing water usage.

PUBLIC PARTICIPATION:

Public notification is not required for Development Agreements.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Development Agreements.

DISCUSSION:

The proposed Pre-Annexation Development Agreement Amendment is beneficial to the City of Avondale for the following reasons:

- The revised Public Safety Facility location on El Mirage Road is more optimally situated to serve the future residents of the Alamar community and will also enhance emergency response to Phoenix Raceway to the south.
- The proposed modification to language pertaining to irrigation groundwater rights will benefit both the City and developer, resulting in a cost savings to the developer, a capital cost savings to the City, and preserve a significant volume within the City's water portfolio.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Maintain community safety for businesses and residents.

INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

BUDGET IMPACT:

The proposed PADA Amendment will eliminate the City's anticipated capital cost of drilling a new well to supply water to the lake/reservoir within the future Alamar community park.

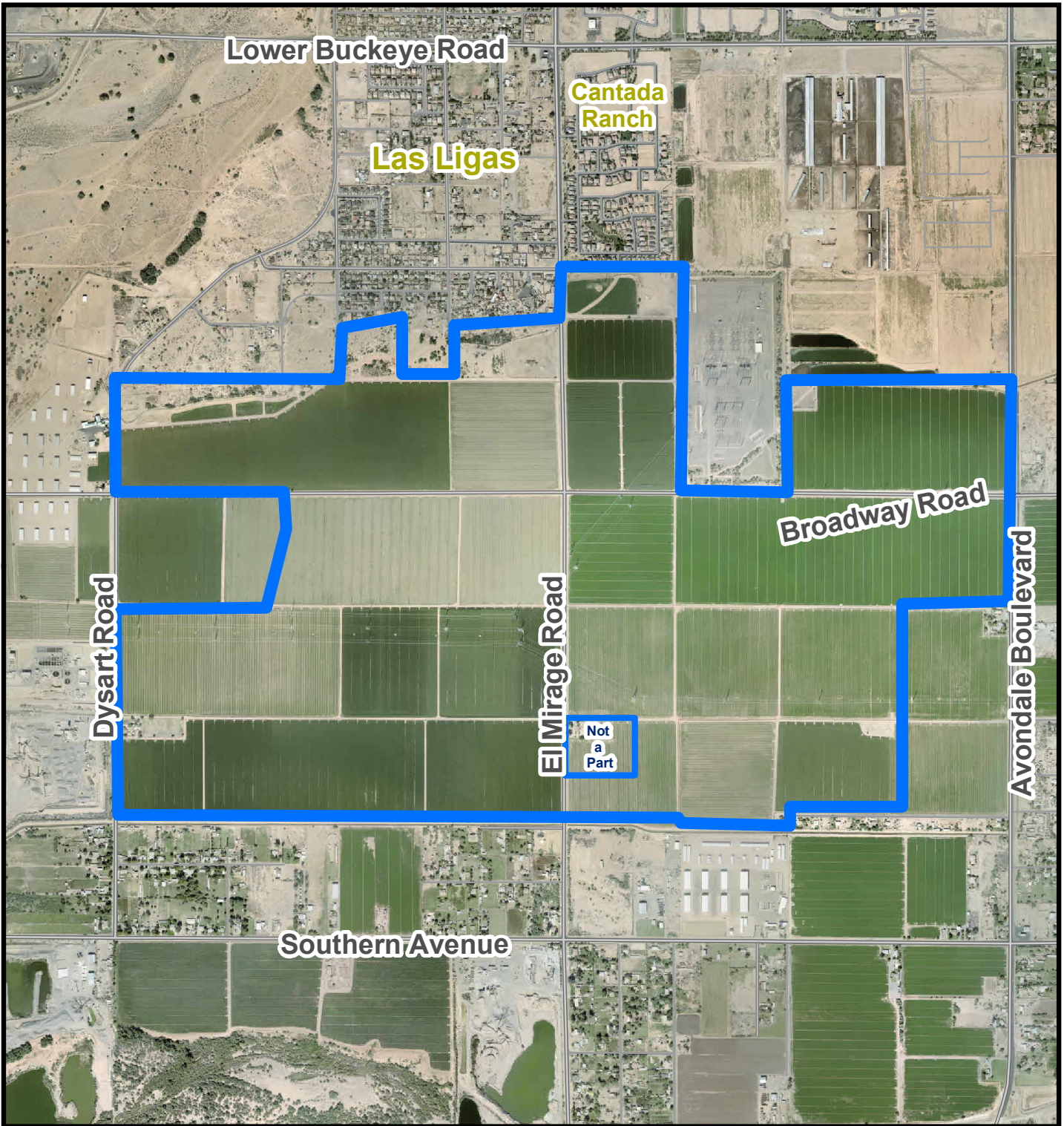
Upon development of the site, the City can anticipate increases in construction sales tax, property tax, and retail sales tax revenues from the Alamar development, as well as potential increases in state shared revenue resulting from the expected population increase.

RECOMMENDATION:

Staff recommends that City Council **ADOPT** the Resolution approving the First Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC, and authorize the Mayor or the City Manager and City Clerk to execute the Development Agreement.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Resolution approving the First Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC, and authorize the Mayor or the City Manager and City Clerk to execute the Development Agreement.

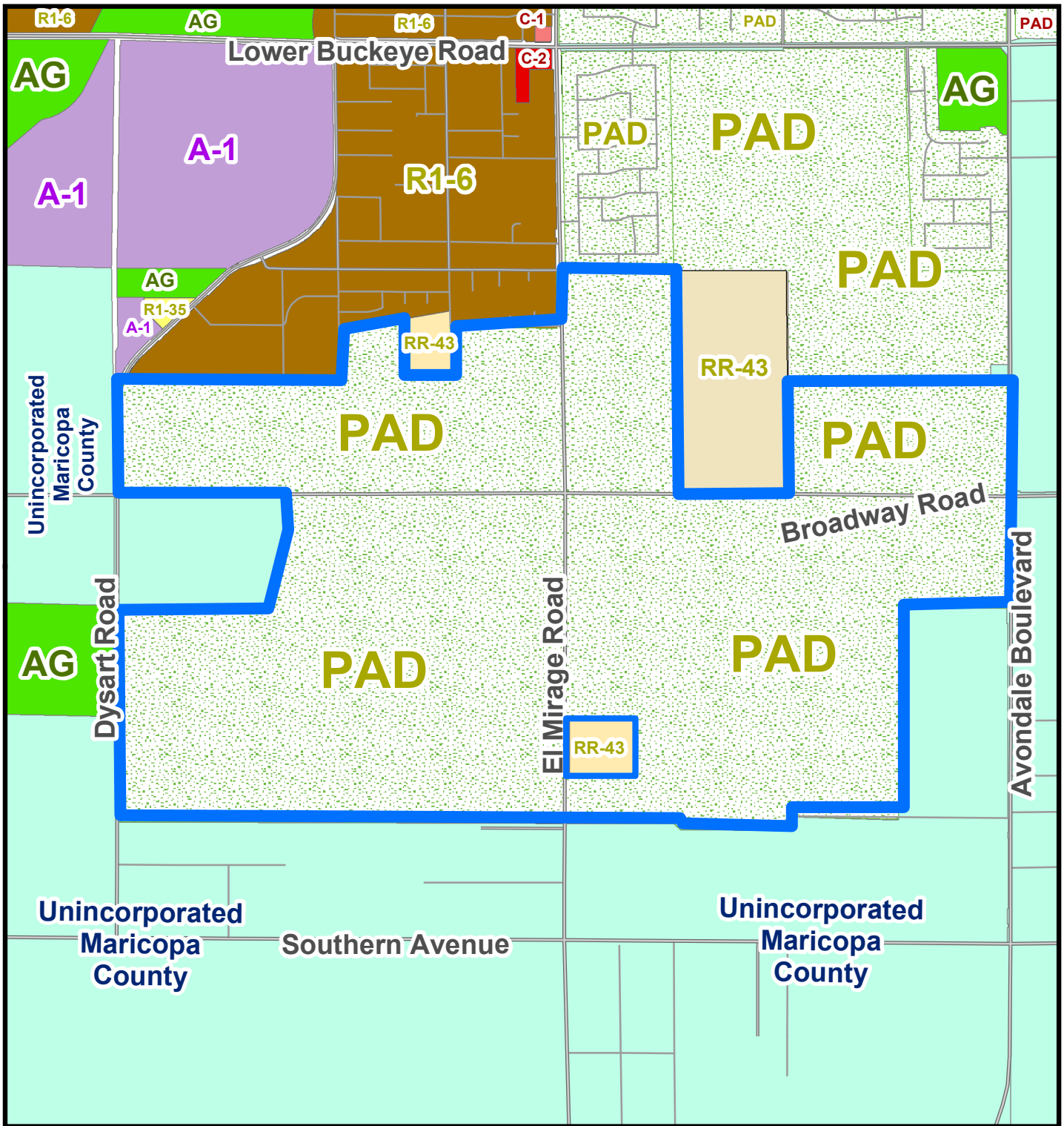


Aerial Photograph



 Alamar



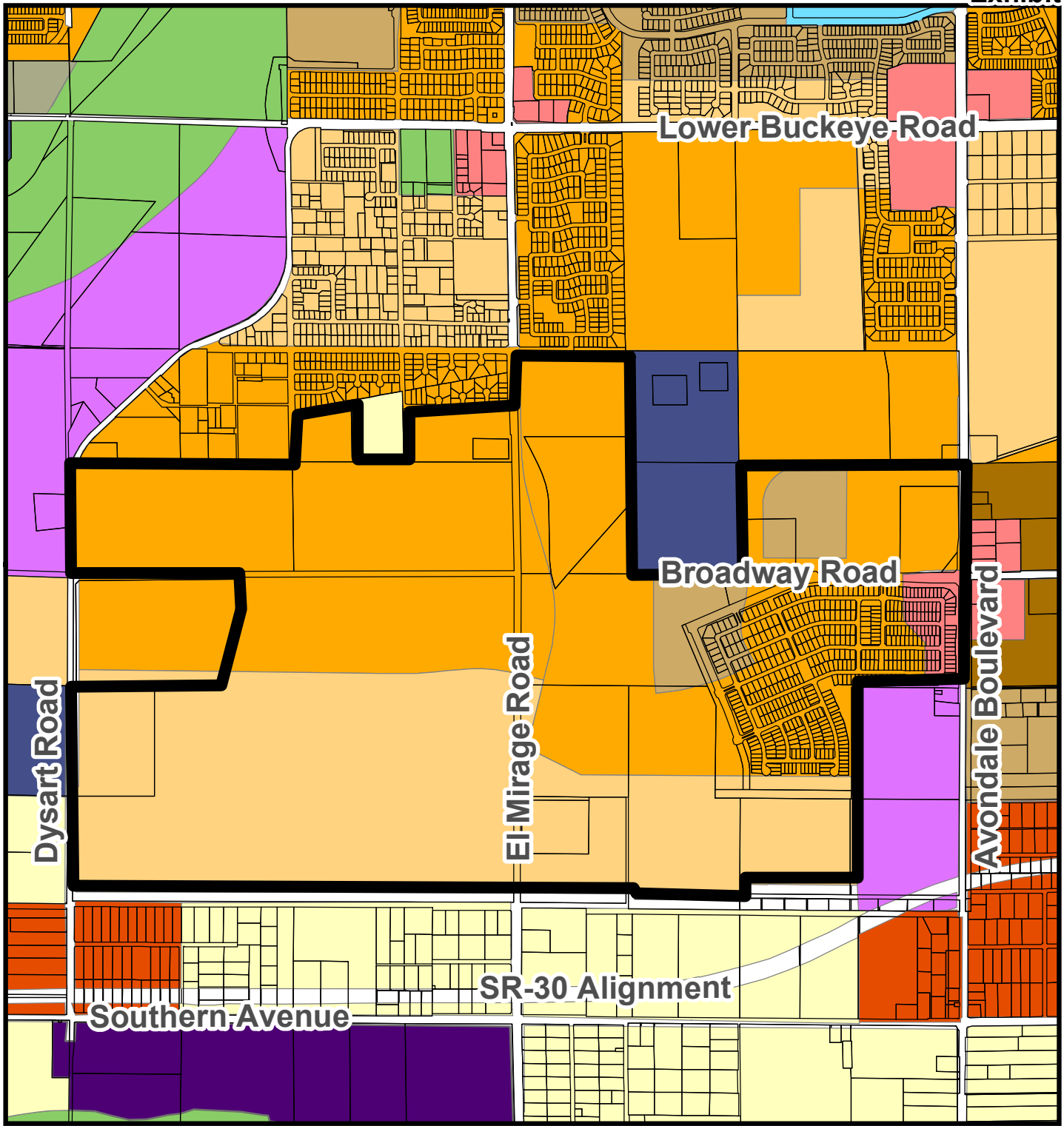


Zoning Vicinity Map



 Alamar





General Plan Land Use Map

- | | | |
|--------------------------------|---------------------------------|----------------------|
| Rural Low Density Residential | Medium/High Density Residential | Freeway Commercial |
| Estate Low Density Residential | High Density Residential | Local Commercial |
| Medium Density Residential | Mixed Use | Public/Civic |
| | Education | Corporate Park |
| Alamar | | Open Space and Parks |



*SUMMARY OF RELATED FACTS
APPLICATION PL-19-0152*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 1,179 gross acres
LOCATION	Roughly bounded by Avondale Boulevard, Elwood Street, Dysart Road, and Southern Avenue
EXISTING LAND USE	Agricultural
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	The property was annexed and zoned Lakin Property Planned Area Development (PAD) in May 2018. The approved PAD allows for development of a master planned community consisting of single-family residential lots and associated HOA-owned open spaces, a commercial site, a regional City park open to the public, an elementary school site and a public safety facility site. The name of the PAD has since been changed to Alamar.
DEVELOPMENT AGREEMENT	A Pre-Annexation Development Agreement (PADA) with Brookfield Residential was approved in May 2018. The primary functions of the PADA are to specify the developer's on-site and off-site construction responsibilities (streets, community park, utilities, etc.) pertaining to the Alamar master planned development and to establish the protocol for developer reimbursement towards the City's acquisition of the Rigby Water Company.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Several existing and proposed single-family communities in various stages of development, including Las Ligas, Cantada Ranch, and the planned Hermosa Ranch, and an 80-acre regional SRP substation (Rudd Substation). Properties to the north are zoned Planned Area Development (PAD), Urban Residential (R1-6) and Rural Residential (RR-43).
EAST	A mix of agricultural and large-lot rural residential uses on properties located in Maricopa County, zoned Rural (RU-43).
SOUTH	A mix of agricultural and large-lot rural residential uses on properties located in Maricopa County, zoned Rural (RU-43).
WEST	Avondale's wastewater treatment plant (zoned Agricultural) and properties within Maricopa County used for a sand and gravel mining facility and farming, zoned Rural (RU-43).

<i>GENERAL PLAN</i>
The Alamar property features four General Plan Land Use Map designations: The majority of the north half of the property is designated Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5.

• The majority of the south half of the property is designated Estate Low Density Residential (ELDR). The ELDR category allows for development of detached single-family residential homes, potentially including an equestrian component, at a density of 1 to 2.5 dwelling units per acre (1 du/acre target density). • The Medium/High Density Residential (MHDR) designation is applied to two pockets in the northeast quadrant of the planned development. The MHDR designation allows for a range of residential uses including single-family detached homes, single-family attached homes, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). • The Local Commercial designation is provided adjacent to Avondale Boulevard. This designation provides for the daily needs of goods and services to residents within the surrounding area. Uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices.

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school will be located in Alamar west of the northwest corner of Avondale Boulevard and Broadway Road.
HIGH SCHOOL	La Joya Community High School, located at the southwest corner of Durango Street and Avondale Boulevard.

<i>STREETS</i>	
Broadway Road (becoming) El Mirage Road	
Classification	Major Collector
Existing half-street ROW	Varies
Standard half-street ROW	50 feet
Existing half-street improvements	None
Standard half-street improvements	2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
Alamar Parkway/El Mirage Road (South of Broadway Road)	
Classification	Minor Collector
Existing half-street ROW	Varies
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements	1 travel lane, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
Neighborhood Streets (Multiple)	
Classification	Modified Public Local
Existing half-street ROW	Varies
Standard half-street ROW	25 feet
Existing half-street improvements	None

Exhibit D

Standard half-street improvements	1 travel lane, curb and gutter, attached sidewalks, street lights and landscaping.
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UTILITIES

Water service will be provided by a 16" water line in Broadway Road being constructed by the developer.

Sewer service is provided by an existing 36" trunk line that runs in an easement parallel to the power line corridor.

SRP provides electrical service in this portion of Avondale.

Exhibit E

Alamar Pre-Annexation Development Agreement

Approved May 21, 2018

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into May 21, 2018, by and between the City of Avondale, an Arizona municipal corporation (the “**City**”) acting by and through the Mayor and City Council (the “**Council**”), and Brookfield Lakin LLC, a Delaware LLC (“**Developer**”). The City and the Developer are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

A. The Developer has an interest in approximately 1,179 gross acres of real property located within the area roughly bounded by Avondale Boulevard, Elwood Street, Dysart Road and Southern Avenue, adjacent to the City limits in Maricopa County, Arizona, legally described in Exhibit A (Legal Description of the Property) and depicted on Exhibit B (Map of the Property), both of which are attached hereto and incorporated herein by reference (the “**Property**”). Lakin Cattle Company, an Arizona corporation and Cashion Farm Limited Partnership, an Arizona limited partnership (collectively, “**Owner**”) own the Property and have consented to the recordation of this Agreement on the Property.

B. The Owner and the Developer desire to have the Property annexed by the City (the “**Annexation**”) and to receive Council approval for Planned Area Development (“**PAD**”) zoning for the Property to develop a master-planned community (the “**Rezoning**”), as more particularly described in the narrative for the Lakin PAD currently pending approval from the City as Case No. PL-17-0223, date stamped April 2, 2018 (the “**Lakin PAD**”).

C. A portion of the Property is within the former service area of the Rigby Water Company. The City acquired the Rigby Water Company (the “**Rigby Acquisition**”) for the City to serve various future developments within the City, including those on portions of the Property. The City requires the Developer to reimburse the City for the portion of the cost of accomplishing the Rigby Acquisition upon such terms and conditions as provided in this Agreement. The Developer desires to contribute its pro rata share of the cost of the Rigby Acquisition upon such terms and conditions as provided in this Agreement.

D. The City desires to annex the Property into the corporate limits of the City, to be developed as an integral part of the City, to provide for the orderly, controlled, and quality growth in the area, to improve and enhance the economic welfare of the residents of the City, to ensure that the Property is developed in accordance with this Agreement, the Lakin PAD, and applicable City standards, and to ensure efficient use of City resources.

E. The City has determined that encouraging the development of the Property pursuant to this Agreement will result in significant planning, economic, and other public purpose benefits to the City and its residents by, among other things (i) the construction of certain public improvements, (ii) the development of the Property in a manner consistent with the City's General Plan and (iii) an increase in revenues to the City arising from or relating to the development of the Property.

F. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the Annexation, proper municipal zoning designation, and development of the Property by providing for, among other things, conditions, terms, restrictions, and requirements for the Annexation of the Property by the City and other matters related to the development of the Property, and to provide a procedure to prevent the proposed Annexation from becoming effective if the Lakin PAD application is not approved subject to conditions acceptable to the Owner and the Developer. The terms of this Agreement will constitute covenants running with the Property as more fully described in this Agreement.

G. The Developer and City acknowledge that development of the Property is a major undertaking for the Developer and that the Developer will incur substantial expenses in reliance on this Agreement and the approval of the Lakin PAD including, without limitation, costs to design and construct lots, streets, sewer and water lines, other utility lines and infrastructure, park sites, trails and other amenities, professional and consulting fees, application fees, and other costs, fees and expenses. Therefore, the Developer requires certain assurances and protection of rights in order that the Developer will be allowed to complete the development of the Property in accordance with the Lakin PAD over the period of years permitted by this Agreement. Likewise, City requires assurances from the Developer that the development of the Property will comply with the Lakin PAD and the terms and conditions of this Agreement.

H. City recognizes the magnitude and cost of the services/infrastructure necessary to properly serve the development and that the Developer desires City's consideration of various forms of development-based public infrastructure financing allowed under Arizona law to finance and construct such services and infrastructure.

I Pursuant to ARIZ. REV. STAT. § 9-471(L) the City is required, upon annexation, to adopt a zoning classification for the Property that permits density and uses no greater than those permitted by Maricopa County immediately before the Annexation. The Property is currently zoned Rural-43 (Rural Zoning District – One Acre Per Dwelling Unit) in Maricopa County. The City's equivalent zoning category is Rural Residential-43 (RR-43); accordingly, the City will adopt the RR-43 zoning category for the Property as part of the Annexation Ordinance (as defined in Section 2.1). The Owner and the Developer desire to receive Council approval of the Rezoning immediately following approval of the Annexation Ordinance.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable

consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Term and Termination.

1.1 Effective Date and Term. This Agreement will be effective for the Parties' rights and responsibilities which will occur before annexation of the Property into the corporate limits of the City on the date it is approved by the City Council and operative for all purposes on the date that the Annexation Ordinance is effective (the "**Effective Date**"). Once and if this Agreement becomes operative after the Effective Date, this Agreement will remain in full force and effect until December 31, 2033 (the "**Term**"), after which time this Agreement will automatically terminate without the necessity of any notice, agreement or recording by or between the Parties, unless extended by mutual written consent of the Parties, except as hereafter provided. If, prior to conclusion of the Term, the Property has been annexed into the City and the Developer has "commenced" development of the Property, the Term will automatically extend, and this Agreement will remain in full force and effect until December 31, 2043. For purposes of this Section 1.1 and Section 603(D) of the City's Zoning Ordinance in effect as of the Effective Date, the Developer will have "commenced" development of the Property if it completes construction of the infrastructure depicted on the attached Exhibit C.

1.2 Termination Upon Sale of Subdivided Lots. It is the intention of the Parties that although recorded, this Agreement will not create conditions or exceptions to title or covenants running with the Property when sold to the end purchaser or user. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement will automatically terminate without the execution or recordation of any further document or instrument as to any lot that (1) has been finally subdivided, individually (and not in bulk) leased (for a period of longer than one year) or sold to the end purchaser or user thereof and (2) fully developed by such purchaser or user (a "**Subdivided Lot**"), and thereupon such Subdivided Lot will be released from and no longer subject to or burdened by the provisions of this Agreement. The term "Subdivided Lot" will include commercial parcels and common areas within the Property as well as the residential lots into which the Property is divided and sold. The "**end purchaser or user**" of the commercial parcels means the party purchasing such parcels from the Owner or its successor and developing such parcels for their intended use, and the "**end user**" of the common areas within the Property means the applicable property owner's association.

1.3 Termination Upon Rescission of Annexation. It is the intention of the Parties that, although recorded, this Agreement will not create conditions or exceptions to title or covenants running with the Property if, pursuant to the terms of Section 2.4 below, the Annexation Ordinance is repealed. Accordingly, if pursuant to the terms of Section 2.4 below, the Annexation Ordinance is repealed, then this Agreement will automatically terminate without the execution or recordation of any further document or instrument and any title company insuring any interest in the Property may rely on same. Notwithstanding the foregoing, if desired by Owner to alleviate any concern as to the effect of this Agreement on the status of title to the Property, at any time after the repeal of the Annexation Ordinance pursuant to the terms of Section 2.4 below, Owner may unilaterally record against the Property a notice of termination, without the joinder or consent of any other person or entity, confirming that the approved Annexation Ordinance was repealed,

and reflecting that as such this Agreement has terminated by its terms, Any title company insuring any interest in any of the Property may thereafter rely on such notice of termination as being effective against all Parties and their respective successors and assigns.

2. General Plan, Annexation; Rezoning; and Rescission.

2.1 Annexation Process. The Owner has delivered to City an appropriate Petition for Annexation (in the form of the blank petition filed with Maricopa County), meeting all statutory requirements and duly executed by all necessary property owners. The City agrees to comply with the provisions of ARIZ. REV. STAT. § 9-471 *et seq.* and, if determined to be in the best interest of City, adopt the final ordinance annexing the unincorporated portions of the Property into the corporate limits of City (the “**Annexation Ordinance**”). The City will submit the Annexation Ordinance to the Council for its consideration on the same date as the Council considers the Lakin PAD.

2.2 General Plan. City acknowledges that the density and intensity of uses contemplated by the Lakin PAD are in conformance with the General Plan designation for the Property as of the Effective Date.

2.3 Rezoning Process. If the Annexation Ordinance is adopted by the Council, the City agrees to (i) consider approval of the Lakin PAD subject to conditions acceptable to the Owner and the Developer, according to the process set forth in the Waiver of Claims for Diminution of Value executed by the Developer and the Owner in conjunction with this Agreement, at the same Council meeting as adoption of the Annexation Ordinance, either at a regularly-scheduled or special meeting of the Council and (ii) ensure that such ordinance is “available” (as defined in ARIZ. REV. STAT. § 19-142) on the day following the date of passage. In the event that the Council determines that it is in the best interests of the City to continue the consideration of the Lakin PAD to a date following the date of its approval of the Annexation Ordinance, then the Council will reconsider the Annexation Ordinance and will continue it to the same date as the continued consideration of the Lakin PAD.

A. Initial Zoning. As part of the approval of the final Annexation Ordinance annexing the Property into the corporate limits of the City, the City is mandated to designate the Property as Rural Residential – 43 (RR-43) under the City’s zoning ordinance.

B. Concurrent Rezoning. The City will process the Rezoning for the Council’s consideration at the same Council hearing as, and immediately following, the City’s Annexation Ordinance.

C. Development Pursuant to Rezoning. To the extent development on the Property occurs, the Developer and the Owner will fully cooperate to the extent necessary with the City staff in the completion and implementation of the Lakin PAD to ensure that the land use designation for the Property is consistent with the uses thereon.

2.4 Rescission of Annexation Ordinance and Rezoning. If the Rezoning pursuant to the Lakin PAD subject to conditions acceptable to the Owner and the Developer, according to the process set forth in the Waiver of Claims for Diminution of Value executed by

the Developer and the Owner in conjunction with this Agreement, is not approved at the same Council meeting as adoption of the Annexation Ordinance, the Council will (by Motion for Reconsideration or other appropriate means) repeal the Annexation Ordinance prior to expiration of the 30-day period following the Council's adoption of the Annexation Ordinance and before annexation of the Property is final and effective under applicable law, even if the Council must hold a special meeting to do so. The Annexation Ordinance will contain provisions: (A) requiring repeal of the Annexation Ordinance by the City if (1) any person, other than a Party, files a verified petition with the City challenging the validity of the Annexation, (2) the City does not approve the Rezoning pursuant to the Lakin PAD, subject only to those conditions on development acceptable to the Owner and the Developer, which acceptance will not be unreasonably withheld, conditioned, or delayed, at the same Council hearing as adoption of the Annexation Ordinance, (3) any person, other than a Party, files a verified petition with the City challenging the Annexation of the Property or the Rezoning for the Property, (4) any person, other than a Party, files a verified petition with the City challenging the validity of this Agreement, or (5) the City does not approve the formation of a CFD immediately following approval of the Rezoning as described in Section 10 of this Agreement; and (B) causing the automatic repeal of the Annexation Ordinance in the event that the Council fails to repeal the Annexation Ordinance as set forth above.

2.5 Approvals. Upon the effective date of the Rezoning, and for the duration of this Agreement, the City will be restricted from changing, restricting or limiting the rights of Developer or its successors and assigns to develop the Property in accordance with this Agreement and the Lakin PAD and/or from changing, restricting or limiting the Property's permitted uses, densities and intensities of uses, locations of uses, and other similar standards of design applicable to the Property without the consent of the ~~Developer~~ ^{Unofficial Document} except in accordance with the Lakin PAD; provided, however, that compliance with the Governing Requirements (as defined in Section 3 below) will in all events be required. Subject to vesting protections as may be established by common law or state statute, the foregoing restriction does not apply if the Developer or the Owner are in default of this Agreement prior to the Developer having "commenced" development pursuant to Section 1.1. After adoption of the Rezoning, the City will grant and issue all subsequent administrative approvals necessary to allow Developer to implement the Lakin PAD and this Agreement, subject to (A) the City's reasonable and customary review and approvals of plats, site plans and specifications, permits and other similar items in accordance with the Governing Requirements and (B) payment of all applicable review, permit and development impact fees. All references in this Agreement to the Lakin PAD will include any future amendments to the Lakin PAD requested by the Developer and approved by the City.

2.6 Additional Property. The City and Developer acknowledge that during the Term of this Agreement, Developer may acquire additional property either adjacent to or within the exterior boundaries of the existing Property to be used in connection with the uses on the Property. Upon Developer's submission of a request for modifications to the Lakin PAD showing the additional property hereafter referenced, the City hereby agrees to consider and, if in the best interest of the City as determined by the Council in its sole discretion and in accordance with typically applicable notice and public hearing requirements, to modify the General Plan 2030 as necessary and to incorporate into this Agreement and the Lakin PAD the whole or any portion of additional properties adjacent to or proximate to the Property (the "**Additional Property**") if and when Developer acquires such Additional Property. The City and Developer agree that if Developer elects to request from City the incorporation of such Additional Property or portions

thereof and, if the Council approves, thereafter such Additional Property will be included in the Property and will be subject to and will benefit from all provisions of this Agreement applicable thereto and any reference herein to the Property will include such Additional Property.

3. Applicable Rules and Regulations.

3.1 Governing Requirements. The development of the Property will be in accordance with the Rules and Regulations, as may be amended from time to time. The Rules and Regulations consist of: (A) the United States Constitution; (B) the Arizona Constitution; (C) court decrees; (D) federal, state, county laws (statutory and common law); and (E) codes, ordinances, rules, regulations, permit requirements, fees schedules and assessments and other requirements and official policies of the City ("**City Rules**"). Notwithstanding the foregoing, if and to the extent that this Agreement, the Lakin PAD, and/or the Master Reports (as defined in Section 4) (collectively, the "**Lakin Rules**") conflict with or vary from the City Rules, then the Lakin Rules will modify the conflicting or varied City Rules and will apply to development of the Property. The Rules and Regulations, including the City Rules as modified by the Lakin Rules, are collectively referred to herein as the "**Governing Requirements**." If there is a conflict between the Lakin PAD and this Agreement regarding an issue, then this Agreement will control.

3.2 Uniform Application. The City reserves the right to amend the City Rules. Any change to the City Rules will not discriminate against the Owner or the Developer and the Property, and any changes will be uniformly applied to all similarly situated land and landowners within the corporate limits of the City, except that if such changes are in conflict with or vary from the Lakin Rules, then such changes will not be applied to Owner, Developer, or the Property. Such changes also will not apply if they relate to matters addressed differently in contractual agreements between the City and any such landowners that are in existence on the Effective Date of this Agreement. Notwithstanding the foregoing, if a change to the City Rules conflicts with or varies from the Master Reports and the City Council determines that such a change, as specifically applied to the Property, alleviates a legitimate and serious threat to public safety, then such change will be applied to the Property and amend the relevant provisions of the Master Reports.

3.3 No Additional Dedications or Exactions. Except for the dedications and requirements expressly identified in the Lakin Rules and future changes to the Rules and Regulations (excluding the City Rules) and dedications for public streets, sewer and water utility easements or rights-of-way as required by the City's subdivision ordinance, the City agrees that it will not attempt to acquire or require (through zoning, subdivision, subdivision stipulations, or otherwise) any requirements, reservations, conditions, or further dedications of portions of the Property or easements or other rights over portions of the Property (collectively "**Requirements**"), or money or other things of value in lieu of such Requirements, except to the extent the Developer agrees to such or desires to amend this Agreement, in which case such Requirements, money, or other things of value in lieu of such Requirements will be directly related to the burden imposed on the City by the amendment to the Agreement.

4. Public Infrastructure Improvements. The Developer will be solely responsible for all costs associated with providing the Public Infrastructure (as defined below) for the Property in accordance with the Governing Requirements. The Developer has submitted and the City has reviewed and approved the Master Reports identified and described in Exhibit D (the "**Master**

Reports”). So long as each of the Master Reports complies with the requirements set forth in the Governing Requirements, the City’s approval of any amendment to such Master Report will not be unreasonably conditioned, delayed, or denied. The Developer will submit for review and approval the plans for grading, drainage, water, wastewater, landscape, roadway and other public improvements (collectively, the **“Public Infrastructure”**) as necessary and required by the Governing Requirements and described in the Master Reports for the development of the Property according to the Lakin PAD (collectively, the **“Infrastructure Plans”**).

4.1 Infrastructure Generally.

A. Design, Construction and Dedication. The design, construction and installation of all water, reclaimed water and wastewater facilities, storm water, drainage and flood control facilities, public streets, parkways, alleys, curbs, gutters, sidewalks and traffic control, directional signs and other public infrastructure and public facilities in connection with the development of the Property as required by the Governing Requirements, whether such facilities or improvements are located within or outside the Property, will be in conformance with the approved Infrastructure Plans, and will be subject to and in compliance with the Governing Requirements. Public Infrastructure may be constructed in accordance with Section 4.9 of this Agreement. All Public Infrastructure will be installed in a workmanlike manner in conformity with the Governing Requirements and the Infrastructure Plans. Dedication of Public Infrastructure or construction of Public Infrastructure within public rights-of-way or easements by the Developer will not constitute acceptance of the Public Infrastructure by the City or for purposes of starting any warranty period. Acceptance ^{Unofficial Document} of any and all Public Infrastructure by the City for purposes of the City assuming maintenance and repair obligations and for purposes of commencing the warranty period will be expressly evidenced by the City as provided herein.

B. Encroachments for Public Infrastructure. The Developer, its agents and employees, have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter, remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such Public Infrastructure. The Developer’s use of such easements and rights-of-way pursuant to an encroachment permit will not impede or adversely affect the City’s use and enjoyment thereof.

C. Encroachments for Landscaping. The Developer will restore such City easements and rights-of-way used pursuant to the encroachment permit to their condition prior to the Developer’s entry upon completion of such construction, repairs, or maintenance. The Developer, its agents and employees, also will have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City right-of-way not used for vehicular travel.

D. [section retained to preserve numbering]

E. Co-located Utilities. The Developer will ensure that all available utilities are coordinated to allow for co-location when trenching is completed for underground components of the Public Infrastructure.

F. Construction Water. The Developer intends to obtain construction water from either on-site wells or the Salt River Project (“SRP”); however, if construction water is not available at all or in sufficient quantities from such sources, then the City agrees that it will sell to the Developer all required quantities of construction water, at its standard rates, for development of the Property.

G. Police and Fire. The Developer will convey, or cause to be conveyed, that real property identified and described in Exhibit E, attached and incorporated herein by reference (exclusive of streets and other publicly dedicated parts of the Property), for a police substation, police communication tower or equipment and fire station (the “**Public Safety Property**”). Provided that the Public Safety Property is of similar size, shape, location, and configuration as that described in Exhibit E, the Developer may modify the legal description prior to conveyance to account for engineering or similar technical concerns. The conveyance will be finalized at the earlier of (1) when reasonably requested by the City or (2) at the time of final platting for the Developer’s property that is immediately adjacent to the Public Safety Property. If the City requests the Public Safety Property prior to the time that is six years from the Effective Date, then the Developer’s conveyance to the City will be by legal description and the City will be responsible for on-site mass grading and import of necessary fill material and all Public Infrastructure necessary to serve the Public Safety Property. If the City requests the Public Safety Property any time after the date that is six years from the Effective Date, or if a final plat is recorded for the property immediately adjacent to the Public Safety Property prior to the Developer’s conveyance of the Public Safety Property to the City, then the Developer will be responsible for on-site mass grading and import of necessary fill material and all Public Infrastructure necessary to serve the Public Safety Property.

4.2 Conveyance of Property. Contemporaneous with the transfer of the applicable Public Infrastructure to the City in accordance with the terms and conditions of the Governing Requirements, the Developer, at no cost to the City, will convey, or cause to be conveyed, to the City, by special warranty deed, all real property not otherwise dedicated by a final plat and necessary for the City to own, operate and maintain the Public Infrastructure (the “**Necessary Property**”) together with all of the required property and equipment comprising the Public Infrastructure that may properly be characterized as fixtures located thereon. In addition, the Developer will grant, or cause to be granted, to the City, at no cost to the City, all rights-of-way, easements, access rights, and other interests in real property necessary for the City to own, construct, operate, repair and maintain the Public Infrastructure, as required by the City including easements (A) as are necessary for the operation, maintenance and repair of the Public Infrastructure as part of the City’s infrastructure systems, including easements for ingress, egress, utilities, drainage and, if necessary, noise and odor and (B) from the Public Infrastructure to the point of connection to the then-existing or proposed infrastructure system for the Property at the nearest point of interconnection in a public right-of-way or such other location approved by the City and as are necessary for the purpose of construction, installation, operation, maintenance and repair of the property and equipment comprising Public Infrastructure (collectively, the

“Easements”). Nothing contained in this Section 4.2 will be construed to require Developer to dedicate or convey to the City any personal property or equipment whatsoever that is not classified as a fixture. The Developer will provide to the City, at the Developer’s cost, standard coverage title insurance policies in reasonably appropriate amounts for the Necessary Property and the Easements, which policies will be approved by the City Attorney and which policies will be subject only to those conditions and exceptions as the City Attorney will approve. If the City elects to purchase extended coverage title insurance, the costs for such extended coverage title will be paid by the City. Any endorsements requested by the City will be paid by City. Prior to transfer of the Public Infrastructure and the conveyance of the Necessary Property and Easements to the City, the Developer will provide the City, at no cost to the City, with such studies, reports and other information required by the City including, without limitation, (A) a title report for the Necessary Property and Easements (current to within 60 days) in a form reasonably satisfactory to the City Attorney that will be updated prior to conveyance of the Necessary Property and Easements to the City and (B) a current phase one environmental site assessment (date of investigation not longer than 180 days prior to the date of dedication to the City) which (1) is certified to the City for the City’s use and reliance; (2) has been performed and updated as necessary and reported in compliance with 40 CFR Part 312, as amended; (3) concludes that no recognized environmental conditions were identified; (4) identifies no vapor mitigation issues that require remediation under then-applicable Environmental Laws; and (5) identifies no conditions indicative of releases and threatened releases of Hazardous Materials (as defined below) that require remediation under then-applicable Environmental Laws, on, at, in, or to the Necessary Property and Easements.

4.3 Environmental Warranties.

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A. Generally. As of the Effective Date, the Developer represents and warrants, that: (1) to Developer’s actual knowledge, no Hazardous Materials (defined below) have been used or placed on the portions of the Necessary Property and Easements in violation of the Environmental Laws (defined below) in effect as of the Effective Date; (2) the Developer has not received any uncured notice of any violation of Environmental Laws with regard to any Hazardous Materials on the Necessary Property or Easements; (3) the Developer has not received written notice that any portion of the Property is not presently in compliance with Environmental Laws; (4) the Developer has not received written notice of any currently pending action, investigation or proceeding which seeks to enforce any right or remedy against the Developer in connection with the Necessary Property or Easements under any Environmental Laws, and to the Developer’s actual knowledge, no such action, investigation or proceeding is currently threatened; (5) the Developer has no actual knowledge of any release, discharge, or disposal of Hazardous Materials on, to, or from the Necessary Property or Easements by the Developer during the period of its ownership of the Necessary Property and Easements in violation of then-applicable Environmental Laws; (6) to the Developer’s actual knowledge, the Necessary Property and Easements are free and clear of any liens imposed pursuant to Environmental Laws; (7) to the Developer’s actual knowledge, all licenses, permits and other governmental or regulatory actions necessary for the portions of the Necessary Property and Easements to comply with Environmental Laws have been obtained and maintained and Developer is in compliance therewith; and (8) the Developer will give the City Manager prompt written notice if Developer receives any notice with regard to Hazardous Materials on or affecting the Necessary Property or Easements. For purposes of this

Section, “Developer’s actual knowledge” and similar phrases will mean the actual current knowledge of the Developer and its senior officers, with due investigation and inquiry, but without imputing the knowledge of any third party to the Developer.

B. Environmental Definitions.

(1) “Environmental Laws” means all federal, state, county and local environmental, land-use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances, rules, regulations, codes, and orders, including, but not limited to, any judicial or administrative order or agreement, consent, decree, judgment or court decision, whether currently in effect of subsequently enacted affecting property within the corporate limits of the City, relating to the protection of the environment or governing, regulating or proscribing the use, storage, treatment, generation, transportation, processing, handling, production, disposal, presence, cleanup, release, or threatened release into the environment of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state, county and local governmental agencies and authorities with respect thereto now or hereafter promulgated, as those Environmental Laws may be supplemented or amended from time to time.

(2) “Hazardous Materials” means any substance defined as a hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contaminant, or pollutant by Environmental Laws, giving those terms the broadest meaning^{Unofficial Document} accorded by the Environmental Laws, as those Environmental Laws have been or are in the future supplemented or amended. Without limiting the generality of the foregoing, “Hazardous Materials” includes: (a) asbestos and asbestos containing materials; (b) polychlorinated biphenyls; (c) any substance the presence of which is prohibited by any applicable governmental requirements; (d) any petroleum-based products and byproducts that are deemed hazardous by any Environmental Law; (e) underground storage tanks that are deemed hazardous by any Environmental Law; and (f) any other substance (including liquid, solid, semi-solid and gaseous substances and materials) that under any Environmental Law, requires special handling, permitting by, or notification of any governmental agency in its collection, storage, treatment, release, discharge, emission or disposal.

C. Warranties Survive. The environmental representations and warranties above will survive the execution and recordation of this Agreement.

4.4 Roadway Infrastructure. Unless otherwise specified in this Agreement, the Developer will construct the streets and roadways in compliance with the Governing Requirements (the “**Roadway Requirements**”). The Developer will submit any amendments necessary to the site-specific Master Traffic Impact Study for approval by the City, in its reasonable discretion, at the time of application for platting. At the time of application for platting, the Developer will make an election whether or not to keep any or all of the streets private. Acceptance of public streets into the City’s maintenance system will be in accordance with the Governing Requirements.

The Developer will submit financial assurances in accordance with the Governing Requirements in amounts necessary for the design and construction of the Roadway Requirements.

4.5 Rigby Acquisition Participation. The City accomplished the Rigby Acquisition through an eminent domain action. The “**Rigby Purchase Price**” will refer to the purchase price paid to the Rigby Water Company for the Rigby Acquisition, which is comprised of a base purchase price and “Future Payment Amounts” as defined below. The Parties’ financial participation in the Rigby Purchase Price for the Rigby Acquisition will be as follows:

A. Developer Pro Rata Share. The Developer will contribute its pro-rata share of the Rigby Purchase Price (the “**Developer Pro Rata Share**”), in the amount of \$1,177,600, which represents 46% of the Rigby Purchase Price of \$2,560,000.00, according to the payment schedule below, plus the “**Future Payment Amounts**” (as defined in the Settlement Agreement between the City and Rigby Water Company dated September 7, 2010) described below.

B. Timing of Developer Payments. The Developer will pay to the City the Developer Pro Rata Share as follows:

(1) \$392,533, representing one-third of the Developer Pro Rata Share, due and payable on December 31, 2020; and

(2) \$392,533, representing one-third of the Developer Pro Rata Share, due and payable on December 31, 2021; and

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(3) \$392,533, representing the balance of the Developer Pro Rata Share, due and payable on December 31, 2022; and

(4) Future Payment Amounts paid by the City to Rigby Water Company through December 31, 2020, for dwelling units on the Property for which a Certificate of Occupancy was issued prior to December 31, 2020, and which were not included in the Developer’s allocation of the Base Unit Count (as defined in the Settlement Agreement), which amounts will be paid to the City not later than January 31, 2021. The Developer is entitled to 322 dwelling units of the Base Unit Count.

C. Conditions of Developer Pro Rata Share. In addition to the timing condition stated above in Subsection 4.4(B), the Developer’s obligation to pay the Developer Pro Rata Share is further contingent upon the final, non-appealable approval and effectiveness of the ordinances with respect to both the Annexation and the Rezoning.

D. Development Fee Credits. In the event that the City includes the Rigby Acquisition in establishing or adjusting any development impact fee adopted pursuant to ARIZ. REV. STAT. § 9-463.05 (“**Development Fee**”), then the Developer may elect to apply for and receive credits for payment of the Developer Pro Rata Share against any or all of such applicable Development Fees. In no event may the credits exceed the (1) portion of the applicable Development Fee attributable to the Rigby Acquisition and (2) amount of Development Fee paid or to be paid by development on the Property.

4.6 Drainage. The drainage infrastructure will be constructed as required by the Governing Requirements.

A. Durango Channel. The Master Drainage Report (as described in Exhibit E) identifies the location of certain regional drainage facilities commonly known as the Durango Regional Conveyance Channel (the “**Durango Channel**”). The Developer will reserve the portion of the Property depicted in the Master Drainage Report on which the Durango Channel is anticipated to be located (the “**Reserved Corridor**”) for a period of six (6) years from the Effective Date for purchase at fair-market value by the City, the Flood Control District of Maricopa County (“**FCDMC**”), or other third party responsible for constructing the Durango Channel. If, during the reservation period, the City or FCDMC publish an engineering study that concludes the Reserved Corridor is not needed, then, on the date of such publication, the reservation of the Reserved Corridor will automatically terminate. The Developer will maintain the Reserved Corridor by applying dust and weed suppressants as reasonably necessary, but such maintenance may not give rise to a claim for breach of this Agreement.

B. Floodplain Regulation. Based on the existence of regulatory floodplain on the Property, the Developer will be required to submit to the Federal Emergency Management Agency (“**FEMA**”) such documents as necessary for FEMA approval. The Developer agrees and understands that any improvements made to the Property prior to FEMA approval are at its own risk. The Developer agrees that the City has not made any determination as to the necessity of a Conditional Letter of Map Revision or a Letter of Map Revision.

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4.7 Water Infrastructure. The water infrastructure will be constructed as required by the Governing Requirements.

4.8 Wastewater Infrastructure. The wastewater infrastructure will be constructed as required by the Governing Requirements.

4.9 Infrastructure Construction and Phasing Plan. The Parties acknowledge and agree that, to the extent the Developer develops the Property, it has the right and obligation at any time after the Effective Date to construct, or cause to be constructed and installed, all portions of the Public Infrastructure necessary to serve the developing segments of the Property in accordance with the Governing Requirements. All Public Infrastructure included in the Property may be phased. The City acknowledges that, notwithstanding the numbering of the phases in the Lakin PAD, the Developer may elect, in its reasonable discretion, the order and timing of development for each phase of any Planning Unit within the Property. Construction of the Public Infrastructure will be performed in a timely and workmanlike manner and in compliance with applicable federal, state, county and local laws. To the maximum extent practical, the prior dedication of any easements or rights-of-way will not affect or proscribe the Developer’s rights to construct the Public Infrastructure. The Parties hereto acknowledge and agree that City, as necessary to allow the Developer to implement construction of the Public Infrastructure, will cooperate reasonably and assist in: (A) at the sole cost of the Developer, the abandonment of the unnecessary public rights-of-way or easements currently located on the Property listed on Exhibit F and any additional unnecessary public rights-of-way or easements currently located on the Property as otherwise may

be requested by the Developer and not otherwise determined to be necessary for City use or for development of the Property; (B) at no cost to the Developer except for any cost incurred by the Developer for restoration as provided herein, providing the Developer and its agents with the right to enter, remain upon and cross over City easements or rights-of-way to the extent reasonably necessary to design and/or construct the water and wastewater improvements and other improvements for the Property, provided that the Developer's use of such rights does not impede or materially adversely affect City's use and enjoyment of the subject property and provided also that the Developer will restore such easements and rights-of-way to substantially the same condition as existed prior to the Developer's entry; and (C) submitting requests or filing applications, or considering appropriate intergovernmental agreements with Maricopa County or other appropriate governmental entities regarding the acquisition or abandonment of public rights-of-way or easements necessary to develop the Property.

4.10 Infrastructure Assurances. The Parties hereto acknowledge and agree that the City, prior to recording a map of dedication or final plat for each subdivision, will require the Developer and/or its designees, grantees or buyers under contract, to provide appropriate assurances pursuant to the Governing Requirements that the Public Infrastructure improvements will be completed ("**Infrastructure Assurance**"). Once the required Infrastructure Assurances have been provided, the Developer (or, as applicable, the Developer's assignees, designees, grantees and purchasers under contract) will have the right, with the approval of the City, which approval will not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other form of Infrastructure Assurance.

4.11 Landscape Maintenance. Unofficial Document The Developer and the City will enter into a landscape maintenance agreement that provides for the Developer's maintenance (or contracting for the maintenance) of the landscaping (including irrigation) within the public easements and rights-of-way (including medians) located within and adjacent to the Property (the "**Landscaping**"). The Developer, at its initial cost, will maintain the Landscaping to the City's landscaping standards, and such maintenance costs, if the maintenance services are publicly bid, will be reimbursed to the Developer from the City. The landscape maintenance agreement also will permit the Developer to maintain the Landscaping at a level higher than the City's landscaping standards, in which case the Developer will receive reimbursement from the City only for that portion of the maintenance costs attributable to maintenance of City-standard landscaping at the City's standards. The maintenance agreement will provide that the Developer will pay to replace plant material as necessary, at its sole cost, in order for the Landscaping to meet the City's minimum requirements, or any desired higher standard, with respect to density and size of plant material. Finally, the maintenance agreement will provide that the City and the Developer will mutually pursue recovery of the cost of any repairs to or replacement of the Landscaping required due to vehicle accidents, vandalism, or otherwise from those responsible for such damage. The Developer may assign its rights and obligations to one or more home owners associations (each an "**HOA**") provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability and such obligation will survive the termination or expiration of this Agreement.

4.12 Transaction Privilege Tax on Construction Activities. The Developer agrees and understands that it is obligated to pay all applicable City and State transaction privilege taxes related to new construction activities.

4.13 Dedication of Public Infrastructure. Upon completion of the installation and construction of the Public Infrastructure or a portion thereof, the Developer will convey, or cause to be conveyed, the completed Public Infrastructure to City, lien and debt free. The procedure for dedication and acceptance of Public Infrastructure by City will be as follows:

A. Notice to Confirm. The Developer will give City written notice (“**Notice to Confirm**”) promptly following completion of Public Infrastructure or any portion thereof so long as any portion of completed Public Infrastructure is a discrete portion and its suitability for its purpose can be adequately determined.

B. City Inspection. The City will inspect the Public Infrastructure identified therein as to whether it has been constructed in accordance with the City-approved plans and specifications therefore. Upon completion of the inspection, City will deliver written notice to the Developer either: (1) approving construction and agreeing to accept conveyance of such Public Infrastructure; or (2) identifying the specific punch list of items that are not in accordance with the City-approved plans and specifications and that are to be corrected by Developer. The City will accept the Public Infrastructure within 30 days after all punch list items have been completed.

C. Partial Release of Infrastructure Assurance. Upon acceptance of each component of Public Infrastructure, City will release the entirety of the Infrastructure Assurance(s) provided by the Developer for such accepted Public Infrastructure, unless that financial assurance is in an amount securing a larger portion of Public Infrastructure. If the financial assurance is in an amount securing a larger portion of Public Infrastructure, City will only release the financial assurance for the aggregate if the Developer provides another acceptable assurance in the lower amount.

D. Warranty Period. The Developer or its successors and assigns will give to City a one-year warranty for all Public Infrastructure, which warranty will begin on the date that the City accepts the Public Infrastructure as provided in this Section 4.13. Any material deficiencies in material or workmanship identified by City Staff during the one-year warranty period will be promptly brought in writing to the attention of the Developer, its successors or assigns, who provided the warranty, who will promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City’s Staff.

E. Construction-Related Repairs. The Developer will repair or cause to be repaired any damage to Public Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks, landscape irrigation, storm water, flood control and drainage facilities and all appurtenances thereto for a period of one year from the date the City accepts the Public Infrastructure. Nothing contained herein will prevent City or the Developer from seeking recourse against any other third party for damage to the Public Infrastructure caused by such third party.

4.14 At-Risk Grading. Because development of the Property requires significant grading and earth moving, at the Developer’s request, the City agrees to issue an at-risk grading

permit to the Developer after receipt by the Developer of the City's second plan review comments of the mass grading plan.

5. Property Land Use and Development Standards.

5.1 Maximum Unit Count. The maximum total number of residential units will be in accordance with the Lakin PAD.

5.2 Open Space. The minimum open space requirement for the Property will be in accordance with the Lakin PAD.

5.3 Plat Approvals. The Developer may not submit a preliminary plat that includes more than 250 acres. Preliminary plats for the Property will be effective for an initial period of two years from the date of Council approval, and may be extended for additional periods of two years each upon application by the Developer and written approval of the Director of Development Services, which approval will not be unreasonably conditioned, delayed, or denied. The Developer may prepare and submit final plats and engineering plans for any portion of the Property subject to an approved preliminary plat during the effective period of the preliminary plat for that portion of the Property as set forth in this Section 5.3. Upon recordation of the first final plat or map of dedication for a portion of the Property subject to an approved preliminary plat, such preliminary plat is deemed vested and does not expire.

5.4 Continued Agricultural Operations. The City recognizes that the Owner may continue agricultural and ranching operations. Agricultural and ranching operations may include, but not be limited to, grazing, ^{Unofficial Document} agricultural activities, existing ranch housing and outbuildings, and other operations ancillary to agricultural and ranching operations; provided, however, that such operations will not be permitted to include construction of any permanent improvements and any temporary improvements must be related to the continuation of agricultural and ranching operations. The City agrees that such agricultural, and ranching operations will not be affected by this Agreement and will not be the basis for any claim of breach of this Agreement or the Rezoning.

6. Development Impact Fees; Oversizing; and Payback Improvements.

6.1 Payment of Development Fees. The Developer agrees that all Development Fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 owing with respect to new development on the Property shall be paid when due.

6.2 Development Fee Reimbursements. Except as provided in Section 9, the City agrees that, in accordance with the provisions of ARIZ. REV. STAT. § 9-463.05, the Developer will receive a dollar-for-dollar reimbursement of the Development Fees for the cost of all Public Infrastructure that it constructs or has constructed for which a Development Fee is assessed and for the appraised fair market value of land acquired and dedicated for public facilities for which a Development Fee is assessed, but only to the extent and amount such public facilities are included in the calculation of the Development Fees (the "**Development Fee Reimbursements**"). As of the Effective Date, some of the Public Infrastructure or real property that Developer has agreed to install or otherwise provide pursuant to this Agreement as a condition of approval of the Lakin PAD is not included within the improvements to be funded by various Development Fees and

included in the City's Infrastructure Improvements Plan required pursuant to ARIZ. REV. STAT. § 9-463.05 (the "IIP"). The Developer may request in writing that City amend the IIP to include those portions of the Public Infrastructure that are necessary for development of the Property within the five-year period following such request (an "IIP Request"). Within 30 days of the City's receipt of an IIP Request from Developer, the City will evaluate whether the IIP can be amended according to ARIZ. REV. STAT. § 9-463.05(D) ("Subsection D") or if the IIP Request would trigger the full amendment process required by State law. If the IIP cannot be amended pursuant to Subsection D, the City will notify the Developer. The Developer then may elect to pay the City's costs associated with the full amendment of the IIP required by State law, and the City will, within 60 days after receipt of the IIP Request and full payment from the Developer of the cost to the City of a full amendment, commence the full amendment process required by State law and prepare a modification for consideration by the City Council, which will approve or reject the IIP Request in its sole discretion. If permitted to be amended pursuant to Subsection D, within 60 days after receipt of the IIP Request, the City will prepare a modification for consideration by the City Council, which will approve or reject the IIP Request in its sole discretion. If approved, the IIP will be amended to include the identified Public Infrastructure and the City will provide reimbursements of such Development Fee for the construction, improvement, contribution or dedication of that Public Infrastructure.

6.3 Oversizing of Public Infrastructure. Where a specific size is not stated in this Agreement or the approved Master Reports with respect to any Public Infrastructure to be provided by the Developer hereunder, the size shall comply with the City's standard, duly adopted roadway or infrastructure extension requirements for the type and intensity of use proposed for development on the Property (the "**Standard Requirements**"). Public Infrastructure that exceeds the Standard Requirements each shall be considered an Oversized Improvement and addressed as discussed below. The City and the Developer also agree that the City may request that certain Public Infrastructure consisting of water and sewer lines and sewer lift stations be oversized to serve property other than portions of the Property (each, an "**Oversized Improvement**"). The City may make such a request only if such Public Infrastructure is included in the IIP (in which case the Developer will be entitled to Development Fee Reimbursements as described in this Section 6) or the City has identified another source of funding to pay the Oversizing Cost. The City may elect to pay the Oversizing Cost of the Oversized Improvement directly to the Developer upon acceptance by the City. If the Developer will not be paid in full for its Oversizing Cost directly by the City or by Development Fee Reimbursements (either because the Developer's total cost of Public Infrastructure eligible for Development Fee Reimbursements for a particular category of Public Infrastructure exceeds the applicable Development Fee or for any other reason), then the City will reimburse to the Developer, from the applicable category of Development Fees, the remaining portion of the Oversizing Cost upon acceptance by the City. The amount of oversizing credit or payment will be the incremental difference between the cost of materials and labor for the construction/installation of the City's Standard Requirements (including design and engineering costs) and the actual materials and labor cost of the oversized component (including design and engineering costs) of the Pubic Infrastructure (the "**Oversizing Cost**").

7. Default; Remedies; Termination.

7.1 Default. Failure or unreasonable delay by the Developer or City to perform or otherwise act in accordance with any term or provision hereof will constitute a breach of this Agreement and, if the breach is not cured within 45 days after receipt of written notice thereof from the other Party, will constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party will have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within 30 days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the “**Cure Period**”); provided further, however, that no such Cure Period will exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach will specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party will have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages. Any Default of this Agreement in connection with Transferred Property (defined below) will affect only the Transferred Property and will not be a Default under this Agreement as to the part of the Property that is not the subject of a Transfer (defined below).

7.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves and the Cure Period for the breach has expired, the Parties agree that there will be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation will be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute will be submitted to a mediator mutually selected by the Developer and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and the Developer will request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected will have at least five years of experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation will be divided equally between the City and the Developer. The results of the mediation will be non-binding on the Parties, and any Party will be free to initiate litigation. This Section 7.2 will not apply to any legal rights of the Developer that must be exercised within a certain number of days that is less than 45.

7.3 No Personal Liability.

A. City to Developer. No official, employee, or agent of the City will be personally liable to the Developer, or any successor or assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. Developer to City. No member, official, employee, or agent of the Developer will be personally liable to the City (1) in the event of any default or breach by

the Developer, (2) for any amount that may become due to the City or (3) pursuant to any obligation of the Developer under the terms of this Agreement.

8. School Agreements. The Developer agrees to reserve a public elementary or kindergarten-eighth grade school site within the Property in the location generally depicted in the Lakin PAD (“**Reserved School Site**”) for a period of three years from the date the City Council approves a preliminary plat for the portion of the Property that includes the Reserved School Site. The Developer will not be required to reserve a high school site because Tolleson Unified High School District owns a high school site adjacent to the Property. The City and the Developer agree that reservation of the Reserved School Site will satisfy any related requirement or condition of approval for the Lakin PAD, and that implementation of the Lakin PAD will in no way be conditioned or restricted based on the timing of development of the Reserved School Site. Notwithstanding any other provision in this Agreement or the Lakin PAD, in the event that the Reserved School Site is determined to require less than the full parcels reserved by the Developer, or following the three year reservation period a public elementary or kindergarten-eighth grade school has not purchased the Reserved School Site, Developer will submit a written request to City to adjust the size and location of the Reserved School Site, and to allow residential development on such property following any necessary amendments to the Lakin PAD and the General Plan.

9. Community Park. The City and the Developer desire to work cooperatively to develop, in two phases, a community park within the Property (the “**Community Park**”). The Community Park will be located on the “Community Park Site,” which is a 40-acre site within the Property as generally depicted in the Lakin PAD. As provided herein, the City will contribute \$8,000,000 to improve the Community Park; the Developer will contribute the Community Park Site, the design of the Community Park, the adjacent Public Infrastructure necessary to serve the Community Park Site, and \$6,000,000 for development of the Community Park (plus a 15% construction contingency of up to \$900,000), for a total maximum contribution, including the value of the Community Park Site, of up to \$9,600,000.

9.1 Developer Responsibilities.

A. Community Park Design. The Developer and the City, at the Developer’s expense, will arrange regular meetings and collaborate to complete the design of improvements to the the Community Park Site on or before December 31, 2019. The Parties agree the Community Park will be constructed in two phases as described below, and that the Community Park improvements shall be subject to final City approval.

B. Community Park Site Dedication; Public Infrastructure. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2021, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will dedicate the Community Park Site to the City and arrange for the completion of construction of the adjacent Public Infrastructure necessary to serve the Community Park Site.

C. Phase 1 Construction. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2021, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the

Developer will arrange for the construction of the first phase of development of the Community Park in a manner that complies with the City's procurement code.

D. Phase 2 Construction. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2022, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will arrange for the construction of the second phase of development of the Community Park in a manner that complies with the City's procurement code.

E. No Development Fee Credits or Reimbursement. The Developer, Owner and their successors in interest in the Property will not receive reimbursement of or credits against Development Fees for the Developer's contributions made pursuant to this Section.

9.2 City Responsibilities.

A. Phase 1 Reimbursement Availability. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2021, the City will make available \$4,000,000 for the first phase of development of the Community Park, which funds will be reimbursed to the Developer as provided below.

B. Phase 2 Reimbursement Availability. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2022, the City will make available \$4,000,000 for the second phase of development of the Community Park, which funds will be reimbursed to the Developer as provided below.

9.3 Allocation of Costs/Reimbursement Procedure. The Developer will submit monthly invoices for construction costs incurred by it to develop the Community Park to the City, which will include proof of payment by the Developer of such invoice. Within 30 days after receipt of an invoice, the City shall reimburse the Developer for 100% of the amount of such invoice until the City has paid total reimbursements in the amount of \$2,800,000; thereafter, the City will reimburse the Developer for 45% of the amount of such invoice, all such reimbursements to be from the funds the City has committed pursuant to this Section. In no event shall the total of all reimbursements by the City exceed \$4,000,000 for each phase of development of the Community Park, for an aggregate total not to exceed \$8,000,000.

10. Project Financing. It is contemplated that a community facilities district ("CFD") will be formed within the boundaries of the Property with terms and conditions as set forth in Exhibit G. The Developer has filed a complete application for formation. Immediately following consideration of the Rezoning, the City will conduct the applicable procedures for formation of such CFD. The final decision to form a CFD is a discretionary legislative act of the City Council; however, if the City Council does not form the CFD immediately following consideration of the Rezoning, then the City will rescind the Annexation Ordinance as provided in Section 2.4. The Parties acknowledge that one purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure necessary to serve development on the Property as indicated in this Agreement, the Lakin PAD, and the Master Reports. The City acknowledges and agrees that whenever the Developers are

obligated to construct or arrange for the construction of Public Infrastructure, and notwithstanding anything in this Agreement to the contrary, the CFD may construct, arrange for the construction, and/or finance any such public Infrastructure. Dedication and acceptance of such public Infrastructure will be pursuant to Section 4 of this Agreement.

11. Municipal Services. Except as otherwise set forth herein, City hereby agrees to include the Property in any and all City service areas and to provide the Property with police protection services, refuse collection service, water, sewer and all other services provided by City, in a manner comparable to those services provided to all landowners and occupants of City, subject to Developer's construction of the Public Infrastructure necessary to provide such services in accordance with the approved Infrastructure Plans.

12. Owner's and Developer's Retained Water Rights. The City agrees that the Owner and the Developer will retain certain water rights associated with the Property including:

A. Any decreed or appropriative rights that are or may in the future be appurtenant to the Property;

B. Any contractual rights to receive water from or through the Salt River Valley Water Users' Association canals and laterals for use on the Property, whether now existing or in replacement thereof, with such rights to be used by the Owner and the Developer in accordance with the terms of a separate agreement between the Owner and the Developer;

C. Any rights to ^{Unofficial Document}withdraw and use water from wells located on the Property that are registered to the Developer as such wells are acquired, plus any replacement wells for those wells if located in approximately the same location (as that approximate location is defined and limited by the Arizona Department of Water Resources) through any groundwater withdrawal rights owned or acquired by the Developer. Such rights to be owned or acquired by the Developer will not include "service area rights" as defined under A.R.S. § 45-491.

The Developer may use the water rights described above for any reasonable and beneficial use on the Property, including urban irrigation, except to displace potable water that would otherwise be delivered by City for human consumption and potable uses on the Property. The Developer agrees that Developer will be solely responsible for acquiring, perfecting or maintaining any such water rights at its sole cost and expense. Such rights, if owned, acquired or used will be perpetual under the terms of this Agreement. The Developer will have sole responsibility and obligation to use such water rights in compliance with applicable law, including any measurement and reporting requirements that may apply.

13. Extinguishment of Irrigation Grandfathered Rights. The Developer agrees that as the Developer acquires fee title to parcels of land governed by the terms of this Agreement, the Developer will extinguish any associated Irrigation Grandfathered Rights that exist upon the land so acquired (by partial extinguishment as to such parcel only). Upon acquisition, the Developer will commence preparation of necessary forms to submit to the Arizona Department of Water Resources to effect the extinguishment, and shall confer with the City to verify that the acres

submitted for extinguishment represent all of the irrigation acres within the parcel acquired by the Developer. The Developer will, as part of the extinguishment process, pledge any and all extinguishment credits issued by the Arizona Department of Water Resources as a result of such submission to the City of Avondale Designation of Assured Water Supply, ADWR No. 86-002003.0003. Issuance of the certificate of extinguishment credits pledged to the City based on partial extinguishments will be a condition precedent to recordation of the final plat for any parcel acquired by the Developer under the terms of this Agreement.

14. General Provisions.

14.1 Cooperation. The City and the Developer hereby acknowledge and agree that they will cooperate in good faith with each other as contemplated by this Agreement.

14.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

14.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

14.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement ^{Unofficial Document} will be in writing and will be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire

If to Developer: Brookfield Lakin LLC
14646 N. Kierland Blvd., Ste 165
Scottsdale, Arizona 85254
Attn: John Bradley

With a copy to: Gallagher & Kennedy
2575 E. Camelback Road
Phoenix, Arizona 85016
Attn: Dana Stagg Belknap

If to Owner: Lakin Cattle Company
Cashion Farm Limited Partnership
4456 South Dysart Road
Avondale, Arizona 85323

With a copy to: James M. Balogh
1314 East Myrna Lane
Tempe, Arizona 85284

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices will be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, ^{with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day.} If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party will mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.5 Governing Law; Venue. This Agreement will be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder will be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

14.6 Successors and Assigns. The Developer will not transfer or assign ("Transfer") part or all of its rights and obligations in part or all of the Property to any person or entity ("Transferee") at any time during the duration of this Agreement without the prior, written consent of the City which consent will not be unreasonably withheld. The Developer understands the City's willingness to enter into this Agreement is specifically related to the prior successful development experience of the Developer's principals. Accordingly, the City's rejection of an assignment because the Transferee does not possess sufficiently similar development experience to the extent that the City would have entered into this Agreement with such Transferee, shall be considered "reasonable" for the purposes of this Section 14.6. Any assignment made without the City's written consent required under this Section 14.6 will be automatically void. In the event of a proposed assignment, the Developer specifically acknowledges and agrees that the City's consent may be withheld and the Developer will not be released from its obligations under this Agreement

with respect to the Property or the part of the Property that is transferred (“**Transferred Property**”), unless all of the following occur:

A. Acceptance by Transferee. The Developer has provided the City written notice of the proposed Transfer including (1) a legal description of the Transferred Property and the name, address and facsimile number for notice purposes, of the Transferee, (2) a written acknowledgement and agreement that Transferee agrees to be subject to all of the provisions of this Agreement as to the Transferred Property, and (3) the Developer’s request for the City’s consent.

B. Fees and Charges Paid. All outstanding fees and charges have been paid to the City, including payment costs and expenses in connection with any suit, claim, legal challenge or referendum filed challenging this Agreement or any City Council action approving this Agreement.

C. Partial Transfer. In the event of a partial Transfer, the Developer and the Transferee have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between the Developer and the Transferee such that the City’s rights and interests under this Agreement are not adversely affected.

Notwithstanding anything in this Section 14.6 to the contrary, the Developer may assign part or all of its rights and obligations in part or all of the Property to a Transferee that is not the Owner or an Owner-controlled entity, but that is an entity that directly or indirectly is controlled by, or is under common control of the Developer at any time and without the prior written consent of the City.

The Developer and the Owner anticipate that title to the Property eventually will be held by a dual beneficiary trust (the “**Trust**”) to which both the Developer and the Owner will be beneficiaries. In such an event, and notwithstanding anything in this Section 14.6 to the contrary, the Developer may assign to the Trust certain rights and obligations with respect to subdividing the Property at any time and without the prior written consent of the City.

14.7 Waiver. No delay in exercising any right or remedy will constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

14.8 Attorneys’ Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action will be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys’ fees, which will be determined by the court and not by the jury.

14.9 Limited Severability. The City and the Developer each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws,

constitutional provision, law, regulation or City Code), such provision will be deemed severed from this Agreement and this Agreement will otherwise remain in full force and effect; provided that this Agreement will retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

14.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

14.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

14.12 Recordation of Agreement. This Agreement will be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by all Parties.

14.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture or other agreement between the Developer and the City. No term or provision of this Agreement is intended to, or will, be for the benefit of any person or entity not a Party hereto, and no such other person or entity will have any right or cause of action hereunder. Unofficial Document

14.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as will 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 will not be unreasonably withheld.

14.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

14.16 Force Majeure. The performance of either Party and the duration of this Agreement will be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

14.17 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement will be construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the Party who drafted a provision will not be employed in interpreting this Agreement.

14.18 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run will not be included. The last day of the period so completed will be included unless it is a Saturday, Sunday, or legal holiday, in which event the period will run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

14.19 Amendment. No amendments are to be made to this Agreement except by written document executed by City and the Developer. Within 10 days after the execution of the amendment by both Parties, the amendment will be recorded by the City with the Maricopa County Recorder. Any amendment to this Agreement in connection with Transferred Property will affect only the Transferred Property and will not be an amendment of this Agreement as to the part of the Property that is not transferred.

14.20 Estoppel Certificate. Any Party may request of another Party, and the requested Party will, within 21 calendar days, respond and certify by written instrument of the requesting Party that (A) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (B) the existence of a known default and the scope and nature of the default, (C) the existence of any counterclaims which the requested Party has against the other Party and (D) any other matters that may reasonably be requested in connection with the development of land, development of the Property or any material aspect of the zoning, plat or other approval.

Unofficial Document

14.21 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement will promptly be physically amended to make such insertion or correction.

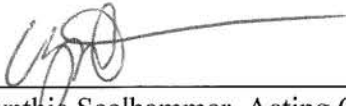
14.22 Rights and Remedies. No provision in this Agreement will be construed, expressly or by implication, as waiver by one Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement by the other Party. The failure of a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or a Party's acceptance of and payment for services, will not release the other Party from any responsibilities or obligations imposed by this Agreement or by law, and will not be deemed a waiver of any right of such Party to insist upon the strict performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation


Cynthia Seelhammer, Acting City Manager

ATTEST:

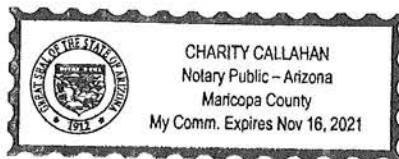

Carmen Martinez, City Clerk

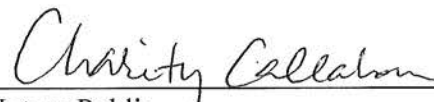
(ACKNOWLEDGMENT)

Unofficial Document

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 30th, 2018, before me personally appeared Cynthia Seelhammer, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Developer”

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By _____

Printed Name: John L. Bradley

Title: President

By: _____

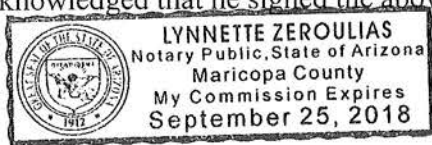
Printed Name: Brad Chelton

Title: Sr Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 10, 2018, before me personally appeared John L Bradley, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.



Unofficial Document

Notary Public _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 10, 2018, before me personally appeared Brad Chelton, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as Sr. Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.



Notary Public _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

LAKIN CATTLE COMPANY,
an Arizona corporation

By: [REDACTED]

Printed Name: ROBERT GIOCONO

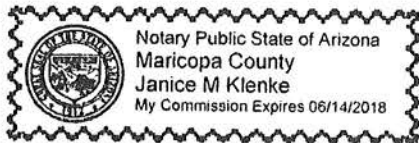
Title: PRESIDENT

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On MAY 14th, 2018, before me personally appeared ROBERT GIOCONO, as a member of _____ a _____, as _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the _____.

Unofficial Document



(Affix notary seal here)

[REDACTED]

Notary Public

CONSENTED TO BY OWNER:

CASHION FARM LIMITED PARTNERSHIP,
an Arizona limited partnership

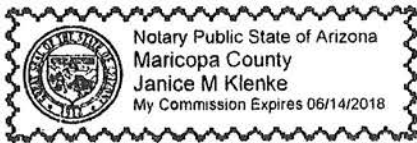
By: Lakin Realty Development, Inc.,
an Arizona corporation, its General Partner

By: [REDACTED]
Printed Name: ROBERT GIOCONO
Title: PRES.

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On MAY 14th, 2018, before me personally appeared ROBERT GIOCONO, as a member of _____ a _____, as _____, whose id^(Unofficial Document) proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the _____.



(Affix notary seal here)

[REDACTED]
Notary Public

EXHIBIT A
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Property Legal Description]

See following pages.

Unofficial Document

EXHIBIT "A"

Wood, Patel & Associates, Inc.
 (602) 335-8500
 www.woodpatel.com

Revised April 16, 2018
 Revised February 13, 2018
 Revised February 2, 2018
 December 13, 2017
 WP# 174612
 Page 1 of 5

PARCEL DESCRIPTION

Lakin Property
PAD Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

Unofficial Document

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a distance of 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
 Revised February 13, 2018
 Revised February 2, 2018
 December 13, 2017
 WP# 174612
 Page 2 of 5

THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to a point on the east line of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
 Revised February 13, 2018
 Revised February 2, 2018
 December 13, 2017
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THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTH ^{Unofficial Document} QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
 Revised February 13, 2018
 Revised February 2, 2018
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AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:
 The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Containing 49,229,470 square feet or 1,130.1531 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property PAD Limits L04R03 04-16-18 docx



EXPIRES 06-30-20

EXHIBIT B
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Map of Property]

See following pages.

Unofficial Document

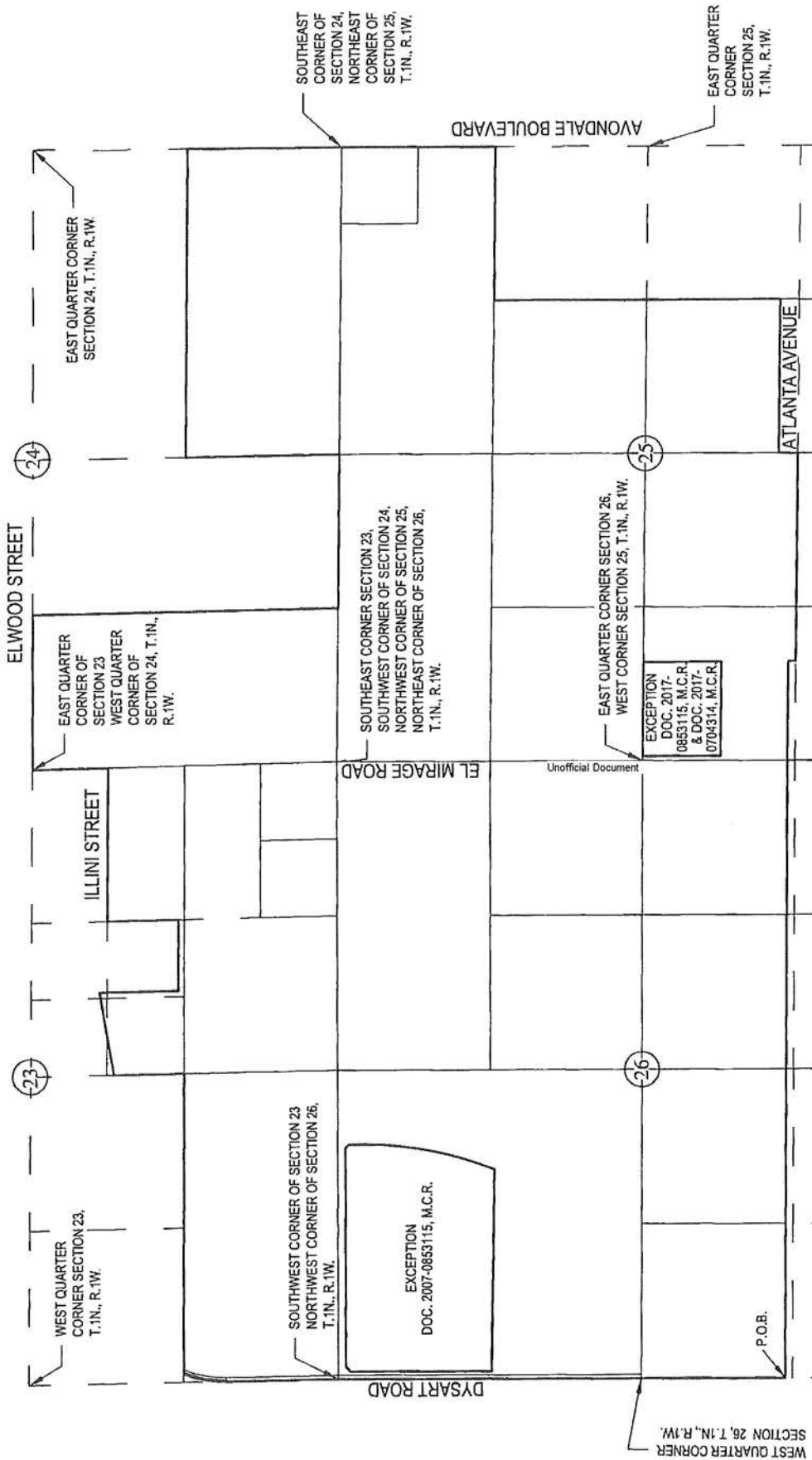


EXHIBIT "B"

LAKIN PROPERTY
PAD LIMITS
REVISED 04/16/2018
WP# 174612
PAGE 5 OF 5
NOT TO SCALE

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EXPIRES 06-30-20

SOUTH QUARTER CORNER
SECTION 26, T.1N. R.1W.

SOUTHWEST CORNER
SECTION 26 T.1N., R.1W.
P.O.C.

WOOD/PATEL

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(602) 335-8500

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EXHIBIT C
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Depiction of Infrastructure]

See following pages.

Unofficial Document

LEGEND



PHASE 1 INFRASTRUCTURE

3,353 LF OF FULL STREET
MAJOR COLLECTOR
IMPROVEMENTS WITH A
16" WATER LINE AND
ASSOCIATED STREET
LIGHTS, LANDSCAPING AND
DRY UTILITIES

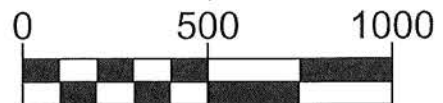
2,365 LF OF HALF
STREET MINOR ARTERIAL
IMPROVEMENTS WITH
ASSOCIATED STREET
LIGHTS, LANDSCAPING
AND DRY UTILITIES

BROADWAY ROAD

AVONDALE BOULEVARD

MINOR COLLECTOR

Unofficial Document



Horz. 1 in. = 500 ft.

1,487 LF OF FULL STREET
MINOR COLLECTOR
IMPROVEMENTS WITH A
12" WATER LINE AND
ASSOCIATED STREET
LIGHTS, LANDSCAPING
AND DRY UTILITIES

WOOD/PATEL

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EXHIBIT C - PHASE 1 INFRASTRUCTURE

DATE:
09-12-2017

SCALE:
1"=500'

SHEET

JOB NO.: 174612

1 OF 1

EXHIBIT D
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Master Reports]

See following page.

Unofficial Document

Exhibit D – Lakin Property Master Studies

Master Report:	Report Date:	Prepared By:	Staff Approval Date:
Master Traffic Impact Study	2-16-2018	Kimley-Horn and Associates, Inc.	4-02-2018
Master Water Report	2-14-2018	Wood, Patel & Associates, Inc.	2-26-2018
Master Wastewater Report	1-19-2018	Wood, Patel & Associates, Inc.	2-26-2018
Master Drainage Report	12-06-2017	Wood, Patel & Associates, Inc.	1-03-2018

All studies will be approved with the approval of Lakin Property Planned Area Development.

Unofficial Document

EXHIBIT E
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Depiction of Public Safety Property]

See following pages.

Unofficial Document

Wood, Patel & Associates, Inc.
 (602) 335-8500
 www.woodpatel.com

Revised May 8, 2018
 Revised May 7, 2018
 Revised May 7, 2018
 April 16, 2018
 WP# 174612
 Page 1 of 2
 See Attached Map

EXHIBIT "E"
Depiction of Public Safety Property

A parcel of land lying within the southeast quarter of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly as follows:

COMMENCING at the east quarter corner of said Section 24, a 3-inch Maricopa County Department of Transportation (M.C.D.O.T.) brass cap in handhole, from which the southeast corner of said section, a handhole with broken lid (monument not accessible – location based on lid and straddlers), bears South 00°13'52" East (basis of bearing), a distance of 2643.05 feet;

THENCE along the east line of said section, South 00°13'52" East, a distance of 1321.52 feet, to the northeast corner of the south half of said southeast quarter. and the **POINT OF BEGINNING**;

THENCE continuing along said east line, South 00°13'52" East, a distance of 267.07 feet;

THENCE leaving said east line, South 89°46'08" West, a distance of 50.00 feet;

THENCE North 89°41'54" West, a distance of 679.55 feet;

THENCE North 00°19'46" East, a distance of 266.41 feet, to the north line of said south half of the southeast quarter;

THENCE along said north line, South 89°47'10" East, a distance of 726.94 feet, to the **POINT OF BEGINNING**.

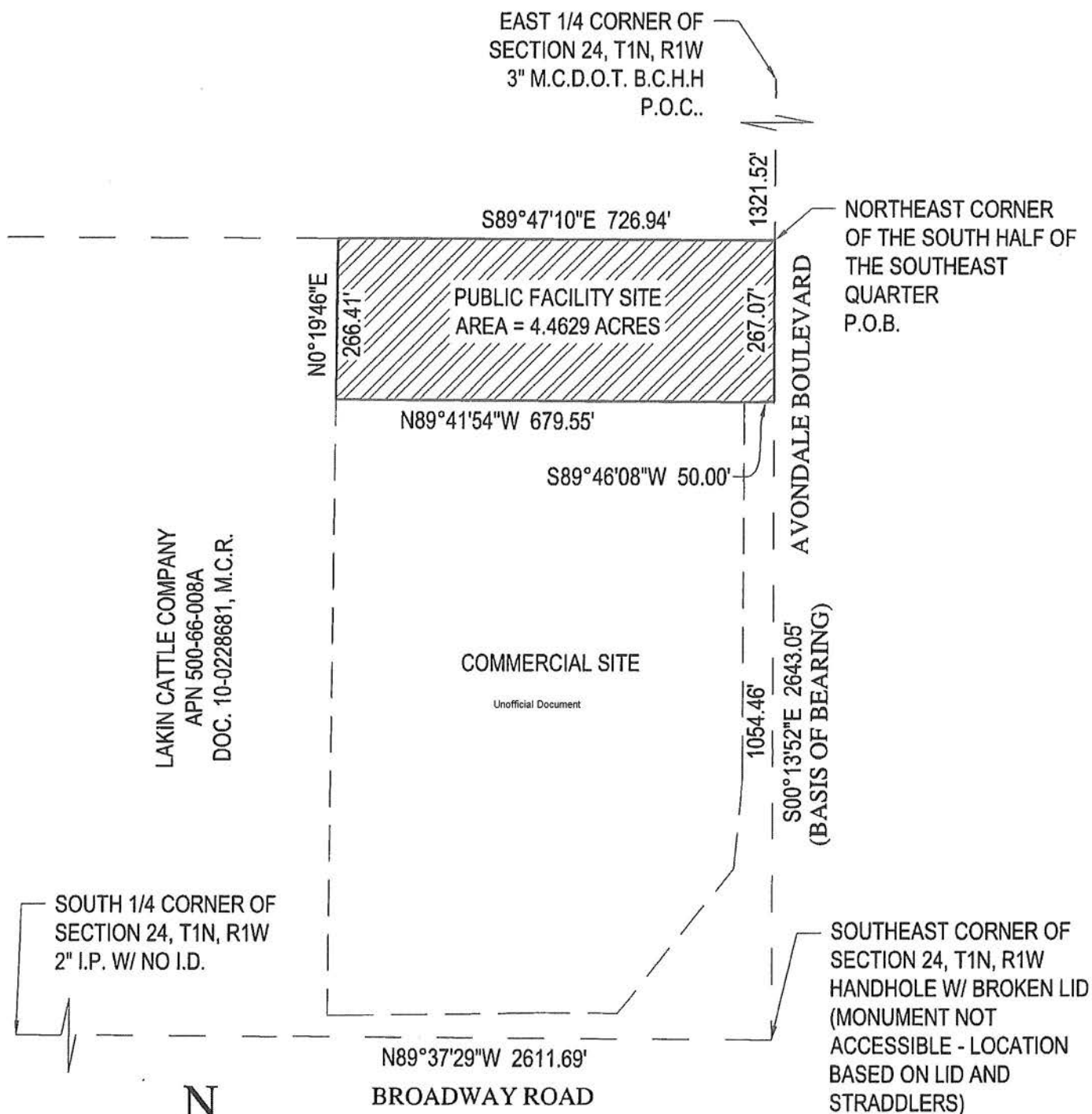
Containing 194,405 square feet or 4.4629 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Depiction of Public Safety Property L08R03 05-08-18.docx





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EXPIRES 09-30-20

DEPICTION OF
PUBLIC SAFETY PROPERTY
REVISED 05/08/2018
WP# 174612
PAGE 2 OF 2
NOT TO SCALE

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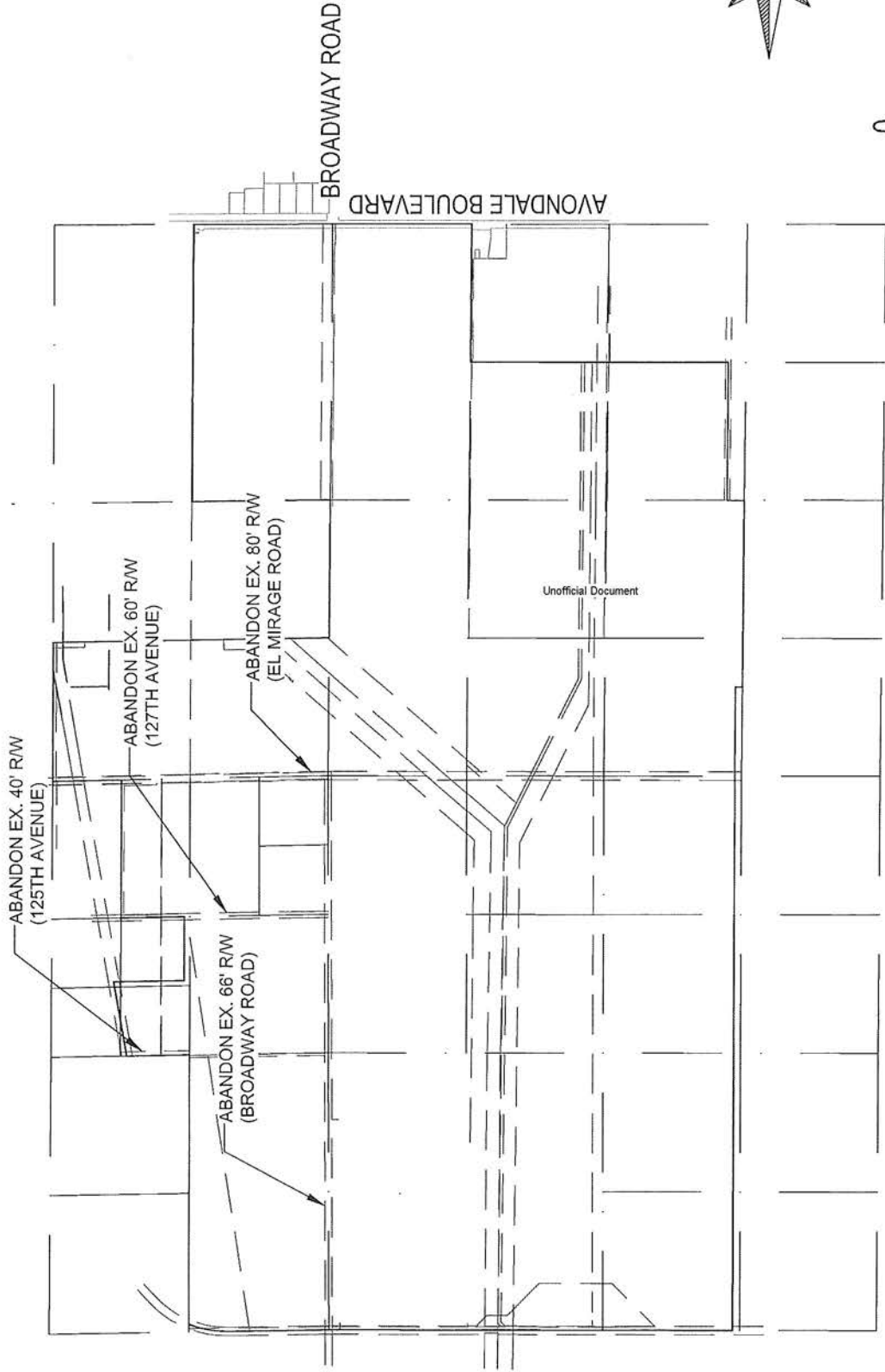
EXHIBIT F
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Right-of-Way and Easements to be Abandoned]

See following pages.

Unofficial Document

Z:\2017\174612\dwg\exhibit\612-PADA Exhibit F - ROW Abandonment.dwg



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EXHIBIT F - EXISTING RIGHT OF WAY ABANDONMENT			
DATE:	04-13-2018	SCALE:	1"=1,500'
JOB NO.: 174612		SHEET	
		1 OF 1	

EXHIBIT G
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[CFD Development Agreement]

See following pages.

[AREA RESERVED FOR RECORDING INFORMATION]

DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND
INTERGOVERNMENTAL AGREEMENT
(LAKIN COMMUNITY FACILITIES DISTRICT)

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THIS DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (LAKIN COMMUNITY FACILITIES DISTRICT), dated as of June 1, 2018 (hereinafter referred to as this "*Agreement*"), is entered into by and among the City of Avondale, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (hereinafter referred to as the "*Municipality*"); Lakin Community Facilities District, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the "*District*"); Brookfield Residential (Arizona) LLC, which has an interest in certain property in the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as "*Brookfield*"); and Brookfield Lakin LLC, a Delaware LLC, which has an interest in certain property within the boundaries of the District and is an investor, developer, guarantor and indemnitor (hereinafter referred to as the "*Developer*"). Lakin Cattle Company, an Arizona corporation and Cashion Farm Limited Partnership, an Arizona limited partnership (collectively hereinafter referred to as the "*Owner*") own the Property and have consented to the recordation of this Agreement on the Property. The Owner intends to convey the Property to Empire West Title Company, L.L.C. d/b/a Thomas Title & Escrow, an Arizona limited liability company, acting not in its corporate capacity but solely as "Trustee" under its Trust No. 1305TRTAZ (the "*Trust*"). Upon such conveyance, the Trust will consent to this Agreement as Trustee under the Trust, and not in its corporate capacity.

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "*Act*"), and Section 9-500.05, Arizona Revised Statutes, the Municipality, the District, Brookfield, and the Developer entered into this Agreement as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as ^{Unofficial Document} is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in Exhibit "A" hereto (hereinafter referred to as the "*Property*") which makes up the real property included within the District, the Municipality, the District, Brookfield, and the Developer determined to specify some of such matters in this Agreement, particularly matters relating to the construction or acquisition of certain public infrastructure by the District, the acceptance thereof by the Municipality and the reimbursement or repayment of the Developer with respect thereto, all pursuant to the Act, such public infrastructure being necessary for the Developer to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, this Agreement as a "development agreement" is consistent with the "general plan" of the Municipality, as defined in Section 9-461, Arizona Revised Statutes, as amended, applicable to the Property on the date this Agreement is executed; and

WHEREAS, pursuant to an election to hereafter be held in and for the District, questions authorizing the district board of the District (i) to sell and issue the portion of the general obligation bonds of the District authorized to, as applicable, be sold and issued by the District as described in this Agreement to provide moneys for certain "public infrastructure purposes" (as such term is defined in the Act) described in the General Plan of the District heretofore approved by the Municipality and the District (hereinafter referred to as the "*General Obligation Bonds*") including the levy, assessment and collection of a debt service tax against all real and personal property in the District, unlimited as to rate or amount therefor, and (ii) to levy, assess and collect an operation and maintenance tax in an amount up to \$0.30 per \$100.00 of net assessed valuation for all real and personal property in the District (hereinafter referred to as the

"O/M Tax") to provide for amounts which become attributable to the operation and maintenance expenses of the District and in the future are expected to be approved pursuant to the Act; and

WHEREAS, special assessment lien bonds of the District shall be issued if certain conditions are met to provide moneys for certain public infrastructure purposes described in such General Plan (herein referred to as the "*Assessment Bonds*"); and

WHEREAS, the use of the proceeds of the sale of the General Obligation Bonds and the Assessment Bonds and amounts which will be collected with respect to the O/M Tax in the future is a subject of this Agreement; and

WHEREAS, specifically, pursuant to the procedures prescribed by Sections 48-576 through 48-549, Arizona Revised Statutes, as nearly as practicable, or such other procedures as the district board of the District provides, assessments of the costs of any public infrastructure purpose on any land in the District may be based on the benefit determined by such board to be received by such land, and, in that respect, Brookfield and the Developer have determined to waive certain matters and agree to certain other matters with respect thereto; and

WHEREAS, prior to the issuance of the Assessment Bonds, the District entered into this Agreement as a written agreement with Brookfield and the Developer as to the manner in which such assessments are to be allocated inasmuch as the portion of the Property upon which they are to be levied is to be divided into more than one parcel and assessments may be prepaid and reallocated; and

WHEREAS, pursuant to the Act, the District entered into this Agreement with the Developer with respect to the advance of moneys for public infrastructure purposes by the Developer and the repayment of such advance ^{Unofficial Document} to process disbursement and investment of proceeds of, the General Obligation Bonds and the Assessment Bonds; and

WHEREAS, pursuant to the Act and Title 11, Chapter 7, Article 3, Arizona Revised Statutes, as amended, the District and the Municipality entered into the specified sections of this Agreement as an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them and for the purposes of the planning, design, inspection, ownership, control, maintenance, operation or repair of public infrastructure, including particularly to provide for the acceptance by the Municipality of certain public infrastructure constructed or acquired by the District;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto agree that:

ARTICLE I DEFINED TERMS; MISCELLANEOUS MATTERS RELATING TO USE THEREOF

Section 1.1. (a) For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined hereinabove and in this Section have the meanings assigned to them in this Section and hereinabove and include, as appropriate, the plural as well as the singular:

"*Acquisition Infrastructure*" means that portion of the Infrastructure other than that which is the subject of a request of the Developer and approval of the District Manager described in Section 2.1.

"*Acquisition Project*" means each project which is a part of the Acquisition Infrastructure on a project-by-project basis.

"*Acquisition Project Construction Contract*" means a construction contract for an Acquisition Project.

"*Assessed Property*" means parcels of the Property which from time to time are designated by an amendment to this Agreement.

"*Assessment Bond Acquisition Construction Contract*" means the Construction Contracts for the applicable work.

"*Assessment Bonds*" means the series of special assessment lien bonds of the District authorized to be sold and issued by the District as described in this Agreement, payable from amounts collected from, among other sources, the Assessments on the applicable Assessed Property.

"*Assessments*" means, as to be originally levied and as thereafter reallocated as described herein, the "not to exceed" proportionate share of costs and expenses of Work levied against each parcel of the Assessed Property pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes.

"*Bonds*" means, as applicable, ^{Unofficial Document} Assessment Bonds or the General Obligation Bonds.

"*Certificate of the Engineers*" means a certificate of the Developer Engineer and the District Engineer in substantially the form of Exhibit "B" hereto.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

"*Construction Contract*" means a construction contract for a Project.

"*Conveyance*" means a conveyance for a Segment in substantially the form of Exhibit "C" hereto.

"*Court*" means the Maricopa County Superior Court.

"*Cure Period*" shall have the meaning provided in Section 10.20.

"*Developer Engineer*" means any firm of professional engineers hired by the Developer after approval thereof by the District Manager to perform the services required therefrom for the purposes hereof.

"*Disclosure Statement*" means the disclosure statement substantially in the form of Exhibit "D" hereto.

"*District Budget*" means the budget of the District required for each Fiscal Year by the Act.

"*District Engineer*" means the professional engineer or firm of such engineer designated by the District Manager.

"*District Expenses*" means the reasonable expenses and costs of the operation and administration of the District (but not O/M Expenses) including the reasonable expenses and costs incurred by the Municipality in connection with the formation of the District; its operations; its relationship with the Municipality; its development and maintenance of the website required by the Act; its issuance of the Assessment Bonds or the General Obligation Bonds or any similar matters and reasonable fees and related costs and expenses of staff of the Municipality, financial advisors, engineers, appraisers, attorneys and other consultants and including any overhead incurred by the Municipality with respect thereto and specifically allocated to the District Expenses. District Expenses also includes the amounts of the insurance premiums arising as a result of procuring insurance as described in Section 8.3 for the District (but not Brookfield and the Developer) and, to the extent necessary as a result of application to claims under such insurance, to pay the deductible described in Section 8.3.

"*District Indemnified Party*" means the Municipality and each legislator, director, trustee, member, officer, official or employee thereof or of the District.

"*Engineers*" means, collectively, the Developer Engineer and the District Engineer; provided, however, that neither may be changed upon less than thirty (30) days written notice and, in the case of the Developer Engineer, without compliance with the other provisions hereof with respect to such change.

"*Financeable Amount*" means the total of amounts necessary (1) to pay the total of all amounts due pursuant to the Assessment Bond Acquisition Construction Contracts not otherwise paid from cash collections of the ^{Unofficial Document} ~~Assessment~~ ^{Assessments} and (2) to pay (i) all other amounts indicated in this Agreement, (ii) all relevant issuance costs related to the Assessment Bonds, (iii) capitalized interest for a period not in excess of that permitted by the Act and described elsewhere herein and (iv) an amount necessary to fund a debt service reserve fund in an amount not in excess of that permitted by the Act and described elsewhere herein.

"*Fiscal Year*" means the twelve (12) month period beginning on July 1 of any year and ending on June 30 of the following year.

"*Force Majeure*" means any condition or event not reasonably within the control of a party obligated to perform hereunder, including, without limitation, "acts of God"; strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosion; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use commercially reasonable efforts to remedy such a condition or event.

"*General Obligation Bonds*" means the series of general obligation bonds of the District authorized to be sold and issued by the District as described in this Agreement.

"*Indemnified Party*" means the Municipality and the District and each legislator, director, trustee, partner, member, officer, official, independent contractor or employee thereof

and each person, if any, who controls the Municipality and/or the District within the meaning of the Securities Act.

"*Infrastructure*" means any "public infrastructure" (as such term is defined in the Act) which is intended by the District and the Developer to be the subject of a Report.

"*Initial Expenses*" means, prior to receipt of collections of the first levy of the O/M Tax, the reasonable expenses and costs of the operation and administration of the District including the reasonable expenses and costs incurred by the Municipality in connection with the formation of the District, its operations, its relationship with the Municipality, its issuance of the Assessment Bonds or the General Obligation Bonds or any similar matters and reasonable fees and related costs and expenses of staff of the Municipality, financial advisors, engineers, appraisers, attorneys and other consultants and including any overhead incurred by the Municipality with respect thereto and specifically allocated to the Initial Expenses. Initial Expenses also includes, prior to receipt of collections of the first levy of the O/M Tax, the amount of the insurance premiums arising as a result of procuring insurance as described in Section 8.3 for the District (but not Brookfield and the Developer) and to pay the initial deductible described in Section 8.3, and then thereafter, to the extent necessary as a result of application to claims under such insurance, to pay such deductible.

"*Initiation Notice*" shall have the meaning provided in Section 10.20(d).

"*Intergovernmental Agreement Act*" means Title 11, Chapter 7, Article 3, Arizona Revised Statutes, as amended.

"*Land Development Agreement*" means the Pre-Annexation and Development Agreement entered into on _____, 2018, ^{Unofficial Document} among the Municipality, and the Developer and recorded _____, 2018, as Document No. _____, in the official records of Maricopa County, Arizona, as amended from time to time.

"*O/M Expenses*" means the reasonable expenses and costs of the operation and maintenance of the Projects and for accumulating a Replacement Reserve Amount with respect to the Projects including any overhead incurred by the Municipality with respect thereto and specifically allocated to the O/M Expenses.

"*O/M Tax*" means an operation and maintenance tax in the amount up to \$0.30 per \$100.00 of assessed valuation for all real and personal property in the District.

"*PAD*" means the Planned Area Development zoning for the Property approved by the City as Case No. PL-17-0223, date stamped April 2, 2018.

"*Panel*" shall have the meaning provided in Section 10.20(d).

"*Plans and Specifications*" means the plans and specifications for a Project which, if the District acquires, shall be prepared and reviewed in accordance with the requirements for plans and specifications for construction projects of the Municipality similar to the Project or the Acquisition Project, as applicable.

"*Process*" shall have the meaning provided in Section 10.20(d).

"*Project*" means each project which is a part of the Infrastructure on a project-by-project basis.

"*Replacement Reserve Amount*" means an amount calculated using reasonable accounting practices based on the useful life of the various assets composing the Projects established by the Internal Revenue Code of 1986, as amended, to be used to replace such assets.

"*Report*" means the study of the feasibility and benefits required by the Act for the applicable Project or Acquisition Project.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Segment*" means a completed, discrete portion of an Acquisition Project as determined by the District Engineer and the District Manager.

"*Segment Price*" means an amount equal to the sum of the amounts paid by the Developer for (1) Plans and Specifications for the Segment (including the costs of the review of such design by the District Engineer), (2) construction of the Segment pursuant to the Acquisition Project Construction Contract for such Segment (such amount to be equal to the contract amount plus any increases to such contract amount approved as described in Section 3.5 less any change orders decreasing the contract amount), (3) inspection and supervision of performance under such Acquisition Project Construction Contract and (4) other miscellaneous costs for such Segment attributable to construction of the Segment approved by the Engineers as certified in the Certificate of the Engineers for that Segment.

"*State*" means the State of Arizona.

"*Total Debt Service*" means ^{debt service} ~~debt service~~ with respect to the General Obligation Bonds for the next succeeding Fiscal Year ^{Unofficial Document} plus the amounts described in Section 9.1 for such Fiscal Year.

"*Work*" means the portions of the Infrastructure which from time to time are designated by an amendment to this Agreement, the acquisition or construction of which is to be financed with the proceeds of the sale of Assessment Bonds.

(b) All references in this Agreement to designated "Exhibits," "Articles," "Sections," and other subdivisions are to the designated Exhibits, Articles, Sections, and other subdivisions of this Agreement as originally executed. References to "subsections" are to subsections of the Section in which the subsections are included.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Article, Section or other subdivision.

ARTICLE II

CONSTRUCTION OF PROJECTS BY THE DISTRICT; ACQUISITION OF PLANS AND SPECIFICATIONS

Section 2.1. At any time after the sale and delivery of the Bonds (and while there are remaining available, unrestricted proceeds of the sale of the Bonds in amounts sufficient in the judgment of the District Manager therefore) pursuant to Section 5.1(a), the District, upon written request of the Developer and after approval by the District Manager prior to the construction bidding therefor, shall cause Plan of Specifications for the Infrastructure indicated

in such request (which otherwise would have been Acquisition Projects) to be prepared and then constructed pursuant to the Plans and Specifications in a fashion which allows for development of the Property to proceed in accordance with the terms of, and the timing provided by, Sections 2.1 and 8.17 of the Land Development Agreement.

Section 2.2. (a) The construction of the Infrastructure shall be bid, and the Infrastructure shall be constructed, in accordance with the requirements for bidding and constructing projects of the Municipality similar to the Projects.

(b) The Infrastructure (or any Project which is a part thereof) shall be bid in one or more parts by and in the name of the District, and Construction Contracts shall be entered into with the bidders selected in accordance with the requirements for awarding contracts for projects of the Municipality similar to the Construction Contracts as specified in the Avondale Code and any procurement guidelines promulgated in connection therewith.

Section 2.3. None of Brookfield or the Developer, or any entity related to any of them, have been or will be compensated by the Municipality or the District for any costs of any Project except as provided herein.

Section 2.4. Construction of a Project shall be financed as any time after the sale and delivery of the Bonds (and while there are remaining available, unrestricted proceeds of the sale of the Bonds) only pursuant to Section 5.1(a).

Section 2.5. Plans and Specifications for the Projects which are not Acquisition Projects may, instead of as otherwise provided in Section 2.1, upon written request of the Developer and after approval by the District Manager, be prepared by the Developer Engineer and then acquired by the District pursuant to ^{Unofficial Document} 5.2(c) simultaneously with the financing of the construction of the related Project pursuant to Section 5.1(a). The District shall not be liable for any payment or repayment with respect to the Plans and Specifications except as provided by this Agreement.

ARTICLE III

CONSTRUCTION OF ACQUISITION PROJECTS BY THE DEVELOPER; CERTAIN MATTERS RELATED TO PLANS AND SPECIFICATIONS

Section 3.1. (a) (i) Subject specifically to the obligation under the circumstances described herein to pay the Segment Price for a Segment as hereinafter provided, the Developer shall, at its sole cost and expense, for which the Developer shall be liable, cause each Acquisition Project to be constructed pursuant to the Plans and Specifications, in a fashion which allows for development of the Property to proceed in accordance with the terms of, and the timing provided by, the PAD and the Land Development Agreement on real property in which the Developer has an interest. (Underlying ownership of real property on which the Acquisition Project is to be built shall be determined in the final plat or final development plan process of the Municipality or as otherwise determined to the satisfaction of the District Manager and documented to the satisfaction of District Counsel.)

(ii) The construction of the Acquisition Projects shall be procured pursuant to the provisions of Title 34, Chapter 2, Article 1, Arizona Revised Statutes and in accordance with the requirements for construction projects of the Municipality similar to the Acquisition Projects as specified in Avondale Code and any procurement guidelines

promulgated in connection therewith. Acquisition Project Construction Contracts shall be entered into with the bidders selected in accordance with the requirements for awarding contracts for projects of the Municipality similar to the Acquisition Project Construction Contracts as specified by such code and guidelines. (Compliance with such requirements with respect to an Acquisition Project shall be evidenced by a Certificate of the Engineers.)

(iii) Neither the Municipality or the District shall bear any risks, liabilities, obligations or responsibilities under any Acquisition Project Construction Contract or risk of loss of or damage to any Acquisition Project (or any part thereof) occurring prior to the time of acquisition of such Acquisition Project (or part thereof) pursuant to Article IV.

(iv) The Municipality and the District shall be named as an additional insured on any insurance policies required under a bid for an Acquisition Project and as a third party beneficiary with respect to all warranties, guarantees and bonds with respect thereto.

(v) An indication of final payment and contract closeout shall be provided to the District Manager before any acquisition pursuant to Article IV. If any liens are placed on any portion of a Project which is the subject of a Acquisition Project Construction Contract or if litigation ensues between the Developer and any contractor with respect to an Acquisition Project Construction Contract, the District shall not acquire the Acquisition Project or any portion thereof until such liens are removed or such litigation is resolved.

(b) (i) Any advertisement for bids for construction of any Project or provision of any Plans and Specifications to be acquired shall clearly indicate that the Developer will be the "owner" for purposes of the Acquisition Project Construction Contract or contract for such Plans and Specifications. ^{Unofficial Document} include the following language: **"THE WORK WHICH IS THE SUBJECT OF THE BID IS THE SUBJECT OF A DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT AMONG DEVELOPER, BROOKFIELD RESIDENTIAL ARIZONA, THE CITY OF AVONDALE, ARIZONA, AND LAKIN COMMUNITY FACILITIES DISTRICT PURSUANT TO WHICH SUCH WORK MAY BE ACQUIRED FROM OWNER BY SUCH COMMUNITY FACILITIES DISTRICT. THE SUCCESSFUL CONTRACTOR WILL NOT HAVE RECOURSE, DIRECTLY OR INDIRECTLY, TO SUCH CITY OR COMMUNITY FACILITIES DISTRICT FOR ANY COSTS UNDER ANY CONTRACT OR ANY LIABILITY, CLAIM OR EXPENSE ARISING THEREFROM."** (The Developer is "OWNER" for purposes of the foregoing.)

(ii) Each Acquisition Project Construction Contract or contract for such Plans and Specifications to be acquired shall provide that the respective contractors shall not have recourse, directly or indirectly, to the Municipality or the District for the payment of any costs pursuant to such Acquisition Project Construction Contract or contract for such Plans and Specifications or any liability, claim or expense arising therefrom and that the Developer shall have sole liability therefor.

(c) The Developer shall provide for inspection by the Engineers of work performed under any Acquisition Project Construction Contract.

(d) Any change order to any Acquisition Project Construction Contract shall be subject to approval by the Engineers (which approval shall not be unreasonably withheld or delayed) and shall be certified to in the applicable Certificate of the Engineers; provided, however, that any change order expected to increase the amount of an Acquisition Project Construction Contract shall be the subject of the same approval requirements that a change order

to increase the cost of a construction contract of the Municipality would be subject unless modified by action of the District Board and, specifically, the approval of the District Treasurer.

ARTICLE IV ACQUISITION OF ACQUISITION PROJECTS FROM THE DEVELOPER

Section 4.1. (a) The Developer shall sell to the District, and the District shall acquire from the Developer, the Segments for the Segment Prices upon dates established by the District Manager in his sole and absolute discretion at the request of the Developer.

(b) Acquisition of a Segment shall be financed (1) at any time before the sale and delivery of the Bonds (or after there are no available, unrestricted proceeds of the sale of the Bonds remaining) only pursuant to Section 5.1(b)(4) hereof and (2) at any time after the sale and delivery of the Bonds (and while there are available, unrestricted remaining proceeds of the sale of the Bonds) only pursuant to Section 5.1(c) hereof.

(c) The District shall not be liable for any payment or repayment to the Developer with respect to the Acquisition Infrastructure except as provided by this Agreement.

Section 4.2. The District shall pay the Segment Price for and acquire from the Developer, and the Developer shall accept the Segment Price for and sell to the District, each Segment as provided in Section 4.1 after the approval of the Report and within thirty (30) days after receipt by the District Manager of the following with respect to such Segment, in form and substance reasonably satisfactory to the District Manager:

- (1) the Certificate ^{Unofficial Document} of the Engineers;
- (2) the Conveyance;
- (3) evidence that public access to the Segment or the Acquisition Project, as applicable, has been or will be provided to the Municipality;
- (4) the assignment of all contractors' and materialmen's warranties and guarantees as well as payment and performance bonds;
- (5) an acceptance letter issued by the Municipality and by its terms subject specifically to recordation of the Conveyance which is the subject of such letter and
- (6) such other documents, instruments, approvals or opinions as may reasonably be requested by the District Manager including, with respect to any real property related to the Acquisition Project, title reports, insurance and opinions and evidence satisfactory to the District Manager that such real property does not contain environmental contaminants which make such real property unsuitable for its intended use or, to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such real property will be made suitable for its intended use and the sources of funds necessary to accomplish such purpose.

ARTICLE V
FINANCING OF COSTS OF PROJECTS
AND PLANS AND SPECIFICATIONS

Section 5.1. (a) (1) Any amounts due pursuant to any Construction Contract (including incidental costs relating thereto) after the sale and delivery of any of the Bonds (and while there are remaining, available, unrestricted proceeds of the sale of the Bonds) shall be provided for by the payment of such amounts from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the remaining amounts thereof (and, if applicable, cash collections, if any, from the Assessments). Proceeds of the sale of the Assessment Bonds shall only be applied for such purposes to amounts provided for the Work.

(2) Until the sale and delivery of the Bonds, the District shall not have any obligation to pay such amounts. Neither the District nor the Municipality shall be liable to Brookfield or the Developer (or any contractor or assigns under any Construction Contract) for payment of any such amount except to the extent available, unrestricted proceeds of the sale of the Bonds are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient, available, unrestricted proceeds from the sale of the Bonds shall be available to pay such amounts

(b) (1) To provide for any acquisition of a Segment occurring before the sale and delivery of the Bonds and after there are no remaining, available, unrestricted proceeds of the sale of the Bonds, the Segment Price of that Segment shall be advanced by the Developer pursuant to the terms of this Agreement and the Conveyance for that Segment.

(2) As soon as possible after the sale and delivery of the Bonds, the amounts advanced by the Developer ^{Unofficial Document} for the Segment Price of a Segment prior to the sale and delivery of the Bonds shall, subject to the requirements of Section 4.2, be paid to the Developer, from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the remaining amounts thereof (and, if applicable, cash collections, if any, from the Assessments). Neither the District nor the Municipality shall be liable to the Developer (or any contractor or assigns under any Acquisition Project Construction Contract) for payment of any Segment Price except to the extent available, unrestricted proceeds of the sale of the Bonds (and, if applicable, cash collections, if any, from the Assessments) are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient available, unrestricted proceeds from the sale of the Bonds shall be available to pay any Segment Price. Proceeds of the sale of the Assessment Bonds shall only be applied for such purposes to amounts advanced for Work.

(3) Until the sale and delivery of the Bonds and after there are no available, unrestricted remaining proceeds of the sale of the Bonds, the District shall not have any obligation to repay the Developer for any advance made by the Developer to pay a Segment Price.

(c) (1) Any acquisition of a Segment occurring after the sale and delivery of the Bonds (or of Plans and Specifications for a Project) to be acquired which may occur only after sale and delivery of the Bonds (and while there are remaining, available, unrestricted proceeds of the sale of the Bonds) shall, subject to the requirements of Section 4.2, be provided for by the payment of the Segment Price for such Segment or of the costs of such Plans and Specifications as determined by the District Engineer and the District Manager based on actual amounts paid by the Developer to the Developer Engineer therefor from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the

remaining amounts thereof (and, if applicable, cash collections, if any, from the Assessments). Proceeds of the sale of the Assessment Bonds shall only be applied for such purpose to amounts provided for Work. (The District shall pay the costs of such Plans and Specifications to the Developer as provided in Section 2.5 after approval of the Report and within thirty (30) days after receipt by the District Manager of evidence of exclusive ownership of the architectural materials (including memorandums, notes and preliminary and final drawings) and the related intellectual property rights (including copyright, if any) related to such Plans and Specifications, in all media, including electronic, and that the District shall be held harmless and be free to use such Plans and Specifications in any way it determines, including particularly, but not by way of limitation, giving them to another firm for the design of a similar structure in form and substance reasonably satisfactory to the District Manager.)

(2) Until the sale and delivery of the Bonds, the District shall not have any obligation to pay such Segment Price or such costs of such Plans and Specifications. Neither the District nor the Municipality shall be liable to the Developer (or any contractor or assigns under any Acquisition Project Construction Contract) for payment of any Segment Price or for the costs of such Plans and Specifications except to the extent available, unrestricted proceeds of the sale of the Bonds (and, if applicable, cash collections, if any, from the Assessments) are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient, available, unrestricted proceeds from the sale of the Bonds shall be available to pay such Segment Price or such costs of such Plans and Specifications.

ARTICLE VI
MATTERS RELATING TO THE ASSESSMENT BONDS AND
THE GENERAL OBLIGATION BONDS AND
Unofficial Document
OTHER OBLIGATIONS OF THE DISTRICT

Section 6.1. (a) The District Board shall, from time to time, take all such reasonable action necessary for the District to sell and issue, pursuant to the provisions of the Act, an applicable amount of the Bonds in an amount sufficient to repay advances for or to pay directly from the available, unrestricted proceeds thereof the total of all amounts due for the purposes of any Construction Contract for the Infrastructure and the Segment Prices for the Acquisition Infrastructure and costs of the Plans and Specifications for the Infrastructure to be acquired, established or reasonably expected to be established pursuant hereto plus all relevant issuance costs related thereto (except the amounts due in those respects with regard to Work which shall be provided from the proceeds of the sale of the Assessment Bonds). To the extent the District is not otherwise prohibited from agreeing pursuant to applicable law, until such time as the District has acquired from the Developer public infrastructure from proceeds of sale of the General Obligation Bonds in the amount of \$50,000,000, the District shall not undertake the issuance of any of the General Obligation Bonds to finance costs of any public infrastructure other than the Infrastructure without written approval of the Developer.

(b) If the Bonds are not issued or if the available, unrestricted proceeds of the sale of the Bonds are insufficient to pay any or all of the amounts due described in Section 5.1(a) or all of the Segment Prices for the Acquisition Infrastructure and costs of the Plans and Specifications for the Infrastructure to be acquired, there shall be no recourse against the District or the Municipality for, and neither the District nor the Municipality shall have liability with respect to, such amounts so due or the Segment Prices for the Acquisition Infrastructure, except from the available, unrestricted proceeds of the sale of the Bonds, if any and as applicable.

Section 6.2. (a) The District Board shall, in its sole discretion, determine on a series by series basis the method of sale of the Bonds. The District will consider factors such as investment grade ratings (as assigned by a nationally recognized bond rating agency), public sale or placement and transfer restrictions, if any, at the time each series of Bonds is sold.

(b) (1) The total aggregate principal amount of all of the series of the General Obligation Bonds shall not exceed \$70,000,000, of which \$50,000,000 is spent as provided in Section 6.1(a).

(2) A series of the General Obligation Bonds shall only be issued if the debt service therefor can be amortized with substantially equal amounts of annual debt service from amounts generated by a tax rate of not to exceed \$3.85 per one hundred dollars of assessed valuation of property within the boundaries of the District as indicated on the tax roll for the current tax year. For purposes of the foregoing, a delinquency factor for tax collections equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such Fiscal Year shall be assumed; all property in the District owned by Brookfield or the Developer or any entity owned or controlled (as such term is used in the Securities Act) by Brookfield or the Developer or any entity which owns or controls (as such term is used in the Securities Act) Brookfield or the Developer shall be assigned the last value such property had when categorized as "agricultural" for purposes of assessed valuation and the debt service for any outstanding series of the General Obligation Bonds theretofore issued shall be taken into account in determining whether such tax rate will produce adequate debt service tax collections; provided, however, that the first series of the General Obligation Bonds shall be issued no later than necessary to have the debt service tax costs therefor appear on the first tax bill applicable to any single family residential dwelling unit to be located within the boundaries of the District to be owned by other than Brookfield or the Developer or any entity owned or controlled (as such term is used in the Securities Act) by Brookfield or the Developer or any entity which owns or controls (as such term is used in the Securities Act) Brookfield or the Developer or any homebuilder to whom Brookfield or the Developer or any entity owned or controlled (as such term is used in the Securities Act) by Brookfield or the Developer or any entity which owns or controls (as such term is used in the Securities Act) Brookfield or the Developer sells property within the boundaries of the District.

(3) If necessary in the discretion of the District Board, the "sale proceeds" of the sale of each series of the General Obligation Bonds shall include an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt service on that series of the General Obligation Bonds, in an amount equal to the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

(c) (1) The Assessments shall be levied based on the Financeable Amount and pursuant to the procedures prescribed by Sections 48-576 through 48-589, Arizona Revised Statutes, as nearly as practicable and except as otherwise provided herein, upon the applicable Assessed Property shall be collected pursuant to the procedures prescribed by Sections 48-599 and 600, Arizona Revised Statutes, as nearly as practicable and, in the event of nonpayment of any of the Assessments, the procedures for collection thereof and sale of the applicable portion of the Assessed Property prescribed by Sections 48-601 through 48-607, Arizona Revised Statutes, shall apply, as nearly as practicable, except that neither the District nor the Municipality is required to purchase any of the Assessed Property at the sale if there is no other purchaser.

(2) The Developer, which shall be the owner of record prior to the levy of the Assessments, shall accept the Assessments and have the Assessments allocated

and recorded with the County Recorder of Maricopa County, Arizona, by means of an amendment to this Agreement against the various parcels comprising the Assessed Property; provided, however, that the District Board in its sole and absolute discretion may modify the Assessments after the Assessments have been legally assessed to correspond to subsequent changes in the development of the affected property but in no case shall the Assessments be reduced below a total necessary to provide for debt service for the corresponding Assessment Bonds.

(3) The Assessed Property shall receive benefits from Work equal to not less than the Assessments as so allocated to the parcels into which the Assessed Property is or is to be divided, and the Assessments shall be final, conclusive and binding upon the Developer whether or not the Work is completed.

(4) To prepay in whole or in part the applicable portion of any of the Assessments, the following shall be paid in cash to the District: (I) the interest on such portion to the next date Bonds may be redeemed plus (II) the unpaid principal amount of such portion rounded up to the next highest multiple of \$1,000 plus (III) any premium due on such redemption date with respect to such portion plus (IV) any administrative or other fees charged by the District with respect thereto less (V) the amount by which any reserve therefor may be reduced on such redemption date as a result of such prepayment.

(5) The Developer hereby acknowledges that lenders and other parties involved in financing future improvements on Assessed Property (including mortgages for single family residences) may require that liens associated with the Assessments (or applicable portions thereof) be paid and released prior to accepting a lien with respect to any such financing.

Unofficial Document

(6) This Agreement shall be construed to be an express consent by the Developer that (I) the District may, with respect to the Assessed Property, incur costs and expenses necessary to complete the related Work and (II) the District may levy and collect the Assessments in amounts sufficient to pay the applicable Financeable Amount, including the Work, but not in excess of the Financeable Amount.

(7) Notwithstanding that Section 32-2181(I), Arizona Revised Statutes, may be construed to prevent any waiver of the right to appear before the District Board on any hearing required at or prior to the confirmation of the Assessments, the Developer instead hereby requests that the District Board hold hearings on any protests with respect to the Work and objections to the extent of the Assessed Property (all of which is to be assessed) pursuant to Sections 48-579 and 580, Arizona Revised Statutes, any objections to award of applicable contracts with respect to the Work pursuant to Section 48-584, Arizona Revised Statutes, and any objections with respect to the Assessments or to any previous proceedings connected therewith or claim that the Work has not been performed according to any applicable contract or the plans and specifications pursuant to Section 48-590, Arizona Revised Statutes, should any protests or objections or any requests for hearings with respect thereto be made prior to the confirmation of the Assessments, the Developer hereby waives all formal requirements of notice (whether to be mailed, posted or published) and the passage of time prior to such hearings and further consents that hearings and proceedings may be consolidated and held by the District Board on the same day or days.

(8) (A) At the time of sale of any series of the Assessment Bonds, an appraisal prepared by an MAI appraiser must show that the bulk, wholesale value of the applicable Assessed Property with all of the Infrastructure described in the applicable Report

in place is worth at least four (4) times as much as the principal amount of such series of the Assessment Bonds.

(B) If necessary in the sole discretion of the District Board, the "sale proceeds" of the sale of a series of the Assessment Bonds shall include an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt service on such series of the Assessment Bonds, up to an amount equal to the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto. Payment from such reserve shall not effect a reduction in the amount of the applicable Assessments, and any amount collected with respect to the applicable Assessments thereafter shall be deposited to such reserve to the extent the applicable Assessments are so paid therefrom.

Section 6.3. Other than (1) this Agreement, (2) the Assessment Bonds and the General Obligation Bonds and (3) any obligations necessary in connection with either of the foregoing, the District shall not incur, or otherwise become obligated with respect to, any other obligations.

ARTICLE VII ACCEPTANCE BY THE MUNICIPALITY

Section 7.1. Simultaneously with the payment of the related Segment Price or completion of construction of a Project, whichever first occurs, the Segment of Acquisition Infrastructure or the Project constructed is hereby accepted (including for purposes of maintenance and operation thereof if not theretofore provided) by the Municipality, subject to the conditions pursuant to which facilities such as the Acquisition Projects and the Projects so constructed are typically accepted by the Municipality and the Land Development Agreement, thereafter shall be made available for use by the general public.

ARTICLE VIII INDEMNIFICATION

Section 8.1. (a) Brookfield and the Developer (1) shall, jointly and severally, indemnify and hold harmless each Indemnified Party for, from and against any and all losses, claims, damages or liabilities, joint or several, arising from any challenge or matter relating to the formation, activities or administration of the District (including the establishment of the Assessed Property), or the carrying out of the provisions of this Agreement (but not for any matters which are related to infrastructure which is not part of the Infrastructure), including particularly but not by way of limitation for any losses, claims or damages or liabilities (A) related to any Acquisition Project Construction Contract or Project constructed pursuant to a Construction Contract including claims of any contractor, vendor, subcontractor or supplier, (B) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact set forth in any offering document relating to the Bonds, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect and (C) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or alleged

untrue statement or omission or alleged omission if such settlement is effected with the written consent of Brookfield and the Developer (which consent shall not be unreasonably withheld) and (2) shall reimburse any legal or other expenses reasonably incurred by any such Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the foregoing shall not apply to any loss, claim, damage or liability relating to or arising from the activities or administration of the District with respect to any portion of the Infrastructure that has been accepted by the Municipality pursuant to Section 7.1.

(b) Section 8.1(a) shall, however, not be applicable to any of the following:

(1) matters involving any gross negligence or willful misconduct of any Indemnified Party,

(2) any loss, claim, damage or liability for which insurance coverage is required to be in effect pursuant to Sections 8.3 and 8.4; provided, however, that this subsection 8.1(b)(2) shall not apply to the portion of any loss, claim, damage or liability that is not, or would not be, covered by the insurance required to be in effect pursuant to Sections 8.3 and 8.4,

(3) any loss, claim, damage or liability arising from or relating to defects in any Infrastructure that are not known to the Developer and are discovered two (2) years or more following acceptance thereof by the Municipality pursuant to Section 7.1, or

(4) matters arising from or involving any breach of this Agreement by the District or any other Indemnified Party.

(c) An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against Brookfield and the Developer, notify Brookfield and the Developer in writing of the commencement thereof and provide a copy of the written threat received by such Indemnified Party. Failure of the Indemnified Party to give such notice shall reduce the liability of Brookfield and the Developer by the amount of damages attributable to the failure of the Indemnified Party to give such notice to Brookfield and the Developer, but the omission to notify Brookfield and the Developer of any such action shall not relieve Brookfield or the Developer from any liability that any of them may have to such Indemnified Party otherwise than under this section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Brookfield and the Developer of the commencement thereof, Brookfield and the Developer may, or if so requested by such Indemnified Party shall, participate therein or defend the Indemnified Party therein, with counsel satisfactory to such Indemnified Party and Brookfield and the Developer (it being understood that, except as hereinafter provided, Brookfield and the Developer collectively shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from Brookfield and the Developer to such Indemnified Party of an election so to assume the defense thereof, Brookfield and the Developer shall not be liable to such Indemnified Party under this section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; provided, however, that unless and until Brookfield and the Developer defends any such action at the request of such Indemnified Party, Brookfield and the Developer shall have the right to participate at their own expense in the defense of any such action. If the Developer shall not have employed counsel to defend any such action or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or other Indemnified Parties that are different from or

additional to those available to the Developer (in which case the Developer shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, the legal and other expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by the Developer.

Section 8.2. To the extent permitted by applicable law, the District shall indemnify, defend and hold harmless each Indemnified Party for, from and against any and all liabilities, claims or demands for injury or death to persons or damage to property arising from in connection with, or relating to the performance of this Agreement. The District shall not, however, be obligated to indemnify the District Indemnified Parties with respect to damages caused by the negligence or willful misconduct of the District Indemnified Parties. The District shall not indemnify, defend and hold harmless the Municipality with respect to matters relating to public infrastructure owned by the Municipality.

Section 8.3. The District shall maintain general liability and public official liability insurance for the District and each member of the board of directors of the District with limits of \$1,000,000 per occurrence or claim, an annual aggregate liability of \$3,000,000, with defense costs not included in the limits, and terms and conditions acceptable to Brookfield and the Developer in their reasonable discretion. The District shall maintain an additional \$2,000,000 of excess insurance above such primary underlying limits. The deductible associated with the insurance obtained for the District and the members of the board of directors shall not be more than \$10,000 per occurrence or claim. The insurances required by this Section 8.3 shall be primary to, and will not seek contribution from, any insurance available to the District as an additional insured pursuant to Section 8.4 below. Any insurance for the benefit of the District as an additional insured pursuant to Section 8.4 below shall be excess of any insurance required by this Section 8.3. If the Municipality qualifies as an insured under the insurances required by this Section 8.3, then the insurances described in ^{Unofficial Document} Section 8.3 shall be primary to, and will not seek contribution from, any insurance that is available to the Municipality as an additional insured pursuant to Section 8.4 below, and any insurance for the benefit of the Municipality as an additional insured pursuant to Section 8.4 below shall be excess of any insurance required by this Section 8.3. The District shall obtain all endorsements to its policies of insurance that are needed to cause its policies to comply with this requirement.

Section 8.4. Brookfield and the Developer, in connection with their development activities and operations for development of the Property pursuant to the PAD, the Land Development Agreement and this Agreement, and at their own expense, shall maintain "occurrence" form commercial general liability insurance which names the District and the Municipality as additional insureds with limits of not less than \$1,000,000 for each occurrence, \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate. Proof of such insurance shall be provided to the District Manager annually by July 1 of each year as long as development activities and operations for development of the Property pursuant to the PAD, the Land Development Agreement and this Agreement are, from time to time, occurring. In no event shall Brookfield or the Developer be required to maintain the insurance specified in this Section 8.4 after the District has acquired from the Developer public infrastructure from proceeds of sale of the General Obligation Bonds in the amount of \$50,000,000.

ARTICLE IX PAYMENT OF CERTAIN EXPENSES AND COSTS

Section 9.1. (a) To provide for expenses and costs for agents or third parties required to administer the General Obligation Bonds and the levy and collect *ad valorem* taxes for payment of the General Obligation Bonds and any purposes otherwise related to such

activities of the District, amounts shall be budgeted by the District Board each Fiscal Year in the District Budget for such purposes and shall be paid from amounts available from the tax levy described in Section 6.2(b)(2).

(b) To provide for the payment of expenses and costs for agents or third parties required to administer the Assessment Bonds and the levy and collection of the Assessments and any purposes otherwise related to such activities of the District, amounts shall be budgeted by the District Board each Fiscal Year in the District Budget for such purposes and shall be paid from amounts collected for such purposes as a portion of the interest portion of the installments due with respect to the applicable Assessments.

Section 9.2. To provide for the payment of the District Expenses and the O/M Expenses, the District Board shall levy all or a portion of the O/M Tax and shall apply the collections of the O/M Tax *first* to pay the District Expenses and *second* to pay the O/M Expenses. If the District levies the maximum O/M Tax and to the extent the collections of the O/M Tax are not sufficient to pay the District Expenses, the Developer shall, to the extent of reasonable amounts necessary therefor, be liable and obligated to pay or, on a reasonable basis acceptable to the District Manager in his sole discretion, obligate a homeowner's or similar association to pay, to the District on July 1 of each fiscal year of the District the amount of any shortfall indicated in the District Budget with respect to the District Expenses, including any amount required because of any shortfall in the prior Fiscal Year as provided in such District Budget and no matter how such shortfall was otherwise funded. The obligation of the Developer or homeowner's or similar association to pay any shortfall pursuant to this Section shall terminate at such time as fifteen percent (15%) of the total acreage of the Property remains undeveloped pursuant to the PAD. The District shall only levy the O/M Tax in an amount necessary for the District Expenses and the O/M Expenses reflected in the District Budget for the Fiscal Year of the District and only in reasonable amounts therefor.

Section 9.3. The Developer shall deposit \$50,000 as a deposit on account to be applied by the Municipality in its sole and absolute discretion to pay Initial Expenses upon written demand by the District Manager. When \$45,000 of the \$50,000 deposit is expended, an accounting will be made to the Developer of all amounts incurred by the Municipality for the Initial Expenses to date, and the Developer shall be liable and obligated to provide additional funds as necessary for the Initial Expenses in an amount requested by the Municipality which must be paid forthwith and which shall thereafter be the subject of a similar accounting. Amounts paid pursuant to this Section by the Developer which may be reimbursed under applicable law from the proceeds of the sale of the General Obligation Bonds shall, at the request of the Developer and to the extent of available amounts therefor, be included as part of the purpose of the General Obligation Bonds. The obligations of the Developer pursuant to this Section shall only be effective until the first full Fiscal Year after the first Fiscal Year in which the O/M Tax is levied.

ARTICLE X MISCELLANEOUS

Section 10.1. None of the Municipality, the District, Brookfield or the Developer shall knowingly take, or cause to be taken, any action which would cause interest on any Bond to be includable in gross income for federal income tax purposes pursuant to Section 61 of the Internal Revenue Code of 1986, as amended.

Section 10.2. (a) To provide evidence satisfactory to the District Manager that any prospective purchaser of land within the boundaries of the District has been notified that

such land is within the boundaries of the District and that the Bonds may be then or in the future be outstanding, the Disclosure Statement shall be produced by the Developer; provided, however, that the Disclosure Statement may be modified as necessary in the future to adequately describe the District and the Bonds and source of payment for debt service therefor as agreed by the District Manager and the Developer.

(b) The Developer shall or shall require that the Developer or each homebuilder to whom the Developer has sold land:

(1) cause any purchaser of land to sign the Disclosure Statement upon entering into a contract for purchasing such land;

(2) provide a copy of each fully executed Disclosure Statement to be filed with the District Manager and

(3) provide such information and documents, including audited financial statements to any necessary repository or depository, but only to the extent necessary for the underwriters of the Bonds to comply with Rule 15c2-12 of the Securities Exchange Act of 1934.

(c) Any seller of a property in the District who is otherwise required to obtain a subdivision public report as prescribed by Section 32-2183, Arizona Revised Statutes, shall disclose to a prospective purchaser the existence of the District, the purpose for which the District was formed as set forth in the resolution forming the District, the estimated tax rate and the estimated annual tax amount that is based on applying that tax rate to a hypothetical residential property value.

Unofficial Document

Section 10.3. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns and the rights and obligations under this Agreement are attached to and run with the Property; provided, however, that none of the parties hereto shall be entitled to assign its rights and obligations hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Agreement, which consent shall not be unreasonably withheld. This Agreement shall not create conditions or exceptions to title to or, except with regard to waivers, consents and other matters relating to the Assessments, 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. For this section, "lot" shall be any lot upon which a home or commercial building has been completely constructed and approved to be occupied that is contained in a recorded subdivision plat that has been approved by the Municipality.

Section 10.4. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10.5. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Agreement is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto; and provided further, however, that such an amendment shall be effective against Brookfield, the Developer and the District only if such amendment does not amend Section 7.1 or 9.3 and shall be effective against Brookfield, the Developer, the District and the Municipality, as applicable, only if such amendment only amends Section 7.1 or 9.3 as it relates to the Municipality.

pality. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 10.6. This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 10.7. The waiver by any party hereto of any right granted to it under this Agreement shall not be deemed to be a waiver of any other right granted in this Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Agreement.

Section 10.8. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10.9. The Municipality and the District may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, is, at any time while this Agreement is in effect, an employee or agent of the Developer in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, from the Developer arising as the result of this Agreement. the Developer have not taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent of the Developer in any capacity or a consultant to any party to this Agreement with respect to the subject matter of this Agreement.

Section 10.10. The term of this Agreement shall be as of the date of the execution and delivery hereof by each of the parties hereto and shall expire upon the earlier of the agreement of the District, the Municipality, the Developer to the termination hereof, November 1, 2065, and the date on which all of the Bonds are paid in full or defeased to the fullest extent possible pursuant to the Act.

Section 10.11. All notices, certificates or other communications hereunder (including in the Exhibits hereto) shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid addressed as follows:

If to the Municipality:

11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: District Manager

With copy to: GUST ROSENFELD, P.L.C.

One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire P.O. Box 2670

If to the District:

11465 West Civic Center Drive
Avondale, Arizona 85323
Attention: District Manager

If to the Developer or Brookfield:

14646 N. Kierland Blvd., Suite 165
Scottsdale, Arizona 85254
Attention: John Bradley

Any of the foregoing, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 10.12. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 10.13. The headings or titles of the several Articles and Sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

Section 10.14. This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law; provided, however, that if the provisions of this Agreement conflict in any particular with those of the Land Development Agreement relating to the District, the provisions of this Agreement shall supersede and control those of the Land Development Agreement, as amended, in all respects.

Section 10.15. No later than ten (10) days after this Agreement is executed and delivered by each of the parties hereto, the Municipality shall record a copy of this Agreement with the County Recorder of Maricopa County, Arizona.

Section 10.16. Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

Section 10.17. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of *Force Majeure*, then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time.

Section 10.18. Whenever the consent or approval of any party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not

be unreasonably withheld, conditioned or delayed unless specifically otherwise limited as provided herein.

Section 10.19. Notwithstanding any other provision of this Agreement to the contrary, the provisions of Sections 7.1, 8.1, 8.2, 9.3, 10.1, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.16, 10.17, 10.18, 10.19 and 10.20 are the only provisions that are effective against the Municipality for purposes of the Intergovernmental Agreement Act and as the Intergovernmental Agreement Act is intended to be applied for purposes of this Agreement.

Section 10.20. (a) Notwithstanding any provision of this Agreement to the contrary, no act, requirement, payment, or other agreed upon action to be done or performed by the Municipality or the District which would, under any federal, state, or City constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the City Council or the District Board, respectively, shall be required to be done or performed by the Municipality or the District, respectively, unless and until said formal action of the City Council or the District Board, respectively, has been taken and completed. This Agreement in no way acquiesces to or obligates the Municipality or the District to perform a legislative act.

(b) Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (hereinafter referred to as the "Cure Period") after written notice thereof from any other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day ^{Unofficial Document} period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, any non-defaulting party shall have all rights and remedies that are set forth in the next subsection.

(c) Except as provided in subsection (b), the parties shall be limited to the remedies and the dispute resolution procedure set forth in this subsection and subsection (d). Any decision rendered by the Panel (as hereinafter defined) pursuant to the provisions of subsection (d) shall be binding on the parties unless and until a court of competent jurisdiction renders its final decision on the disputed issue, and if any party does not abide by the decision rendered by the Panel during the pendency of an action before the court of competent jurisdiction or otherwise (if no court action), any other party may institute an action for money damages on the issues that were the subject of the Panel's decision and/or any other relief as may be permitted by law.

(d) (1) If an event of default is not cured within the Cure Period, any non-defaulting party may institute the dispute resolution process set forth in this subsection (hereinafter referred to as the "Process") by providing written notice initiating the Process (hereinafter referred to as the "Initiation Notice") to the defaulting party.

(2) Within fifteen (15) days after delivery of the Initiation Notice, each involved party shall appoint one person to serve on an arbitration panel (herein referred to as the "Panel"). Within twenty-five (25) days after delivery of the Initiation Notice, the persons appointed to serve on the Panel shall themselves appoint one person to serve as a member of the Panel. Such person shall function as the chairman of the Panel.

(3) The remedies available for award by the Panel shall be limited to specific performance, declaratory relief and injunctive relief.

(4) Any party can petition the Panel for an expedited hearing if circumstances justify it. Such circumstances shall be similar to what a court would view as appropriate for injunctive relief or temporary restraining orders. In any event, the hearing of any dispute not expedited shall commence as soon as practicable, but in no event later than forty-five (45) days after selection of the chairman of the Panel. This deadline can be extended only with the consent of all parties to the dispute or by decision of the Panel upon a showing of emergency circumstances.

(5) The chairman of the Panel shall conduct the hearing pursuant to the Center For Public Resources' Rules for Non-Administered Arbitration of Business Disputes then in effect. The chairman of the Panel shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence, consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The chairman of the Panel upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Court to have a protective order entered as may be appropriate to confirm such orders of the chairman of the Panel.

(6) The hearing, once commenced, shall proceed from business day to business day until concluded, absent a showing of emergency circumstances. Except as otherwise provided herein, the Process shall be governed by the Uniform Arbitration Act as enacted in the State.

Unofficial Document

(7) The Panel shall, within fifteen (15) days from the conclusion of any hearing, issue its decision. The decision shall be rendered in accordance with this Agreement and the laws of the State.

(8) Any involved party may appeal the decision of the Panel to the Court for a *de novo* review of the issues decided by the Panel, if such appeal is made within thirty (30) days after the Panel issues its decision. The remedies available for award by the Court shall be limited to specific performance, declaratory relief and injunctive relief. The decision of the Panel shall be binding on both parties until the Court renders a binding decision. If a non-prevailing party in the Process fails to appeal to the Court within the time frame set forth herein, the decision of the Panel shall be final and binding. If one party does not comply with the decision of the Panel during the pendency of the action before the Court or otherwise, then another party shall be entitled to exercise all rights and remedies that may be available under law or equity, including without limitation the right to institute an action for money damages related to the default that was the subject of the Panel's decision and the provisions of this subsection shall not apply to such an exercise of rights and remedies.

(9) All fees and costs associated with the Process before the Panel, including without limitation the fees of the Panel, other fees, and the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-prevailing party or parties. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Panel. Similarly, all fees and costs associated with an appeal to the Court or any appellate court thereafter, including without limitation, the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-

prevailing party. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Court.

Section 10.21 To ensure that the Developer and its subcontractors are complying with the warranty under subsection 10.22 below, the Developer's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of the Developer and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Developer's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Developer's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 10.22 below. To the extent necessary for the District to audit Records as set forth in this subsection, the Developer and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the District to the Developer pursuant to this Agreement. The Developer and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this subsection. The District shall give the Developer or its subcontractors reasonable advance notice of intended audits. The Developer shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

Unofficial Document

Section 10.22 To the extent applicable under § 41-4401, Arizona Revised Statutes, the Developer and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under § 23-214(A), Arizona Revised Statutes. The Developer's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District.

Section 10.23 The Developer certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in § 35-393, Arizona Revised Statutes, of Israel.

* * *

IN WITNESS WHEREOF, the officers of the Municipality and of the District have duly affixed their signatures and attestations, and the officers of the Developer their signatures, all as of the day and year first written above.

"Municipality"

CITY OF AVONDALE,
an Arizona municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the Municipality who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

Unofficial Document

City Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 20__, before me personally appeared _____, as Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"District"

LAKIN COMMUNITY FACILITIES
DISTRICT, an Arizona community
facilities district

By: _____
Chairman, District Board

ATTEST:

District Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the District, who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

District Counsel Unofficial Document

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 20__, before me personally appeared _____, as Chairman of the District Board of Lakin Community Facilities District, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the District.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Brookfield"

BROOKFIELD RESIDENTIAL (ARIZONA) LLC,
a Delaware limited liability company

By: _____
Printed Name: John L. Bradley
Title: President

By: _____
Printed Name: Brad Chelton
Title: Sr. Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared John L. Bradley, as an officer of Brookfield Residential (Arizona) LLC a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

On _____, 2018, before me personally appeared Brad Chelton, as an officer of Brookfield Residential (Arizona) LLC a Delaware limited liability company, as Sr. Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Developer”

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By: _____
Printed Name: John L. Bradley
Title: President

By: _____
Printed Name: Brad Chelton
Title: Sr. Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared John L. Bradley, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

On _____, 2018, before me personally appeared Brad Chelton, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as Sr. Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

LAKIN CATTLE COMPANY,
an Arizona corporation

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared _____, as a member of _____ a _____, as _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the _____.

Unofficial Document

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

CASHION FARM LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Lakin Realty Development, Inc.,
an Arizona corporation, its General Partner

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared _____, as a member of _____ a _____, as _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the _____.

Unofficial Document

Notary Public

(Affix notary seal here)

CONSENTED TO BY TRUSTEE:

_____, an Arizona corporation,
as Trustee under Trust Number _____ and not in its
corporate capacity

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared
_____, as _____ of _____ a _____, as
_____, whose identity was proven to me on the basis of satisfactory
evidence to be the person who he claims to be, and acknowledged that he signed the above
document, on behalf of the _____.

Unofficial Document

Notary Public

(Affix notary seal here)

ATTACHMENTS:

EXHIBIT A	--	Legal Description Of The Property
EXHIBIT B	--	Description Of The Infrastructure
EXHIBIT C	--	Form Of Certificate Of Engineers For Conveyance Of Segment Of Project
EXHIBIT D	--	Form Of Conveyance Of Segment Of Project
EXHIBIT E	--	Form Of Disclosure Statement

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
TO BE INCLUDED IN THE DISTRICT**

Unofficial Document

Wood, Patel & Associates, Inc.
 (602) 335-8500
 www.woodpatel.com

February 13, 2018
 WP# 174612
 Page 1 of 6

See attached CFD Formation Limits Map

PARCEL DESCRIPTION
Lakin Property
CFD Formation Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a Unofficial Document 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet, to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to the east line of said southeast quarter of the northwest quarter of the southeast quarter

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See attached CFD Formation Limits Map

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

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THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

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See attached CFD Formation Limits Map

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

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See attached CFD Formation Limits Map

AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:

The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

AND EXCEPT a parcel of land lying within the northwest quarter of Section 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly as follows:

COMMENCING at the west quarter corner Unofficial Document Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole stamped T1N R1W 1/4 S27 S26 2004 37174, from which the northwest corner of said section, a 3-inch Maricopa County Department of Transportation brass cap flush stamped T1N R1W S22 23 27 26 RLS 26411, bears North 00°06'28" East (basis of bearing), a distance of 2594.90 feet;

THENCE along the east-west mid-section line of said section, South 89°57'56" East, a distance of 50.00 feet, to the east line of the west 50 feet of said section and the **POINT OF BEGINNING**;

THENCE leaving said east-west mid-section line, along said east line, North 00°06'28" East, a distance of 1286.63 feet, to the westerly prolongation of the south line of that certain parcel of land described in Document No. 2007-0853115, Maricopa County Records (M.C.R.);

THENCE leaving said east line, along said prolongation and said south line, South 89°19'32" East, a distance of 940.05 feet;

THENCE leaving said south line, along a line that is parallel with the west line of said section, South 00°06'28" West, a distance of 1276.13 feet, to said east-west mid-section line;

THENCE leaving said parallel line, along said east-west mid-section line, North 89°57'56" West, a distance of 940.00 feet, to the **POINT OF BEGINNING**.

AND EXCEPT a parcel of land lying within the southeast quarter of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly as follows:

COMMENCING at the southeast corner of said Section 24, a handhole with broken lid (monument not accessible – location based on lid and straddlers), from which the south quarter corner of said section, a 2-inch iron pipe with no identification, bears North 89°37'29" West (basis of bearing), a distance of 2611.69 feet;

THENCE along the south line of said section, North 89°37'29" West, a distance of 82.37 feet;

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See attached CFD Formation Limits Map

THENCE leaving said south line, North 00°22'31" East, a distance of 35.00 feet, to the north line of the south 35 feet of said section and the **POINT OF BEGINNING**;

THENCE along said north line, North 89°37'29" West, a distance of 643.02 feet;

THENCE leaving said north line, along a line parallel with the east line of said section, North 00°13'52" West, a distance of 1033.66 feet;

THENCE leaving said parallel line, South 89°47'04" East, a distance of 675.00 feet, to the west line of the east 50 feet of said section;

THENCE along said west line, South 00°13'52" East, a distance of 660.23 feet;

THENCE leaving said west line, South 04°06'44" West, a distance of 158.46 feet, to the west line of the east 62 feet of said section;

THENCE along said west line, South 00°13'52" East, a distance of 197.18 feet;

THENCE leaving said west line, South 45°04'19" West, a distance of 280.13 feet, to the **POINT OF BEGINNING**.

Containing 45,431,310 square feet or 1,042.9594 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

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EXPIRES 06-30-20

EXHIBIT B**DESCRIPTION OF THE INFRASTRUCTURE**

All that “public infrastructure” (as such term is defined in Section 48-701, Arizona Revised Statutes) as follows:

- (a) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge.
- (b) Drainage and flow control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge.
- (c) Water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements permitted by this article.
- (d) Highways, streets, roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking.
- (e) Areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking.
- (f) Pedestrian malls, parks, ^{Unofficial Document} facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly and recreation.
- (g) Landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems.
- (h) Public buildings, public safety facilities and fire protection facilities.
- (i) Lighting systems.
- (j) Traffic control systems and devices including signals, controls, markings and signage.
- (k) Equipment, vehicles, furnishings and other personality related to the items listed hereinabove

EXHIBIT C**FORM OF CERTIFICATE OF ENGINEERS FOR
CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT****CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF
ACQUISITION PROJECT***(insert description of Acquisition Project/Segment)*

STATE OF ARIZONA)
COUNTY OF MARICOPA)
CITY OF AVONDALE) ss.
LAKIN COMMUNITY)
FACILITIES DISTRICT)

We the undersigned, being Professional Engineers in the State of Arizona and, respectively, the duly appointed District Engineer for Lakin Community Facilities District (hereinafter referred to as the "District"), and the engineer employed by Brookfield Lakin LLC (hereinafter referred to as "the Developer"), each hereby certify for purposes of the District Development, Financing Participation and ^{Unofficial Document} Intergovernmental Agreement (Lakin Community Facilities District), dated as of _____ (hereinafter referred to as the "Agreement"), by and among the District, the City of Avondale, Arizona and the Developer that:

1. The Segment indicated above has been performed in every detail pursuant to the Plans and Specifications (as such term and all of the other initially capitalized terms in this Certificate are defined in the Agreement) and the Acquisition Project Construction Contract (as modified by any change orders permitted by the Agreement) for such Segment.

2. The Segment Price as publicly bid and including the cost of approved change orders for such Segment is \$.....

3. The Developer provided for compliance with the requirements for public bidding for such Segment as required by the Agreement (including, particularly but not by way of limitation, Title 34, Chapter 2, Article 1, Arizona Revised Statutes, as amended) in connection with award of the Acquisition Project Construction Contract for such Segment.

4. The Developer filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Segment with the Municipality.

5. The Developer obtained good and sufficient performance and payment bonds in connection with such Contract.

DATED AND SEALED THIS DAY OF, 200..

[P.E. SEAL]

By.....
District Engineer

[P.E. SEAL]

By.....
Engineer for the Developer

[Confirmed for purposes of Section
3.5 of the Development Agreement by

.....
Manager for Lakin Community
Facilities District*]

***[THIS WILL BE REQUIRED
FOR EVERY Unofficial Document SEGMENT ACQUIRED
WITH PROCEEDS OF THE
SALE OF THE BONDS!!!]***

* To be inserted if the provisions of Section 3.5 hereof are applicable to the respective
Segment of the Project

EXHIBIT D**FORM OF CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT****CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT**

(Insert description of Acquisition Project/Segment)

STATE OF ARIZONA)
COUNTY OF MARICOPA)
CITY OF AVONDALE) ss.
LAKIN COMMUNITY)
FACILITIES DISTRICT)

KNOW ALL MEN BY THESE PRESENTS THAT:

Brookfield Lakin LLC ("the Developer"), for good and valuable consideration received by the Developer from Lakin Community Facilities District, a community facilities district formed by the City of Avondale, Arizona (the "Municipality"), and duly organized and validly existing pursuant to the laws of the State of Arizona (the "District"), receipt of which is hereby acknowledged [, and the promise of ^{Unofficial Document}the District to hereafter pay the amounts described in the hereinafter described Development Agreement]*, does by these presents grant, bargain, sell and convey to the District, its successors and assigns, all right, title and interest in and to the following described property, being the subject of a District Development, Financing Participation and Intergovernmental Agreement (Lakin Community Facilities District), dated as of _____, by and among the Developer, Brookfield, the Municipality and the District and more completely described in such Development Agreement:

[Insert description of Acquisition Project/Segment]

together with any and all benefits, including warranties and performance and payment bonds, under the Acquisition Project Construction Contract (as such term is defined in such Development Agreement) or relating thereto, all of which are or shall be located within utility or other public easements dedicated or to be dedicated by plat or otherwise free and clear of any and all liens, easements, restrictions, conditions, or encumbrances affecting the same [, such subsequent dedications not affecting the promise of the District to hereafter pay the amounts described in such Development Agreement]*, but subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities or other matters as set forth on Exhibit I hereto.

*Insert with respect to any acquisition financed pursuant to Section 5.2(a) hereof.

*Insert with respect to any acquisition financed pursuant to Section 5.2(a) hereof.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, subject, however, to the above-described exception(s) and reservation(s), unto the District, its successors and assigns, forever; and the Developer does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the District, its successors and assigns, against the acts of the Developer and no other.

The Developer binds and obligates itself, its successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the District of the above-described property, subject to the exception(s) and reservation(s) hereinabove provided.

This conveyance is made pursuant to such Development Agreement, and the Developer hereby agrees that the amounts specified above and paid [or promised to be paid*] to the Developer hereunder satisfy in full the obligations of the District under such Development Agreement and hereby releases the District from any further responsibility to make payment to the Developer under such Development Agreement except as above provided.

The Developer, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

1. The Developer has the full legal right and authority to make the sale, transfer, and assignment herein provided.
2. The Developer is not a party to any written or oral contract which adversely affects this Conveyance.
3. The Developer is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.
4. The Developer is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.
5. The person executing this Conveyance on behalf of the Developer has full authority to do so, and no further official action need be taken by the Developer to validate this Conveyance.
6. The facilities conveyed hereunder are all located within property owned by the Developer or utility or other public easements dedicated or to be dedicated by plat or otherwise.

IN WITNESS WHEREOF, the Developer has caused this Conveyance to be executed and delivered this day of, 200..

.....

By.....

By.....

Title:.....

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on, 200.. by, of, a, on behalf of said corporation.

Unofficial Document

.....
Notary Public

.....
Typed/Printed Name of Notary

My Commission Expires:.....

[NOTARY SEAL]

EXHIBIT I
TO
CONVEYANCE OF SEGMENT OF PROJECT

(Insert description of Project/Segment)

Unofficial Document

EXHIBIT E

FORM OF DISCLOSURE STATEMENT

**LAKIN COMMUNITY FACILITIES DISTRICT
DISCLOSURE STATEMENT**

Unofficial Document

FORM OF DISCLOSURE**GENERAL OBLIGATION BONDS****Lakin Community Facilities District
(Avondale, Arizona)*****BACKGROUND***

In September 1988, the Arizona Legislature passed the Community Facilities District Act. The act was created to allow Arizona municipalities to form community facilities districts ("CFD") for the purpose of, among others, the financing of and operation and/or maintenance related to public infrastructure within a CFD.

HOW THE CFD WORKS

On _____, the Avondale City Council formed Lakin Community Facilities District No. 1. An election was held on _____, at which the owners of the property within Lakin Community CFD No. 1 voted to authorize _____, of ad valorem tax bonds to be issued over time by Lakin CFD No. 1 to finance the acquisition of public infrastructure including, but not limited to, roadways, water, parks, sewer, and public facilities. The public infrastructure will be dedicated to the City after acquisition of such public infrastructure by the Lakin CFD No. 1 for perpetual operation and maintenance.

WHAT WILL BE FINANCED?

Lakin CFD No. 1 has been established to finance approximately \$_____, in public infrastructure within the Lakin CFD No. 1 plus costs related to the financing.

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BENEFITS TO RESIDENTS

Lakin CFD No. 1 benefits all residents within the District by providing for a majority of the major public improvements. These benefits were taken into account by the developer of the Lakin Property when establishing the price of the lots on which your home was built. Each landowner within the CFD will participate in the repayment of the bonds in the form of an addition to his or her annual property tax bill. This added tax is currently deductible for purpose of calculating federal and state income taxes.

PROPERTY OWNERS' TAX LIABILITY

The obligation to retire the bonds will become the responsibility of any property owner in Lakin CFD No. 1 through the payment of property taxes collected by the Maricopa County Treasurer in the same manner as all other property tax payments. Beginning as early as tax year_____, the District Board will levy a tax rate of \$____ per \$100 of secondary assessed valuation for the payment of debt service on the bonds of Lakin CFD No. 1. Based upon a residential market value of \$_____, this would result in an additional annual tax liability of approximately \$____ or \$____ per month.

The tax rate of Lakin CFD No. 1 is not expected to exceed \$____ per \$____ of secondary assessed valuation while the bonds and other indebtedness of the District are outstanding.

This property tax amount does not include the Lakin Homeowner's Association fee of _____ per month per unit.

Date _____

Homeowner

DISCLOSURE STATEMENT
LAKIN COMMUNITY FACILITIES DISTRICT NO. 1
(CITY OF AVONDALE, ARIZONA)
(Special Assessment District 1)

Brookfield Lakin LLC, a Delaware limited liability company ("**Brookfield**"), in conjunction with the City of Avondale, Arizona (the "**City**"), have established a community facilities district (the "**CFD**") within the planned community development known as Lakin Property. The CFD has financed and, in the future, will finance certain public infrastructure improvements, which will result in a property tax liability and a separate special assessment lien liability for each residential property owner in Lakin Property.

HOW THE CFD WORKS

On xxx, the Mayor and Council of the City formed the CFD consisting of approximately xxx acres of land in the Lakin Property. An election was held on May xxx, at which time the owners of the property within the CFD voted to authorize up to \$_____ of *ad valorem* tax bonds to be issued over time by the CFD to finance the acquisition or construction of public infrastructure improvements benefitting principally land within the CFD. The proceeds of separate special assessment lien bonds will be used to finance acquisition or construction of public infrastructure improvements benefitting principally designated areas within the CFD. Such improvements have been or will be dedicated to the City upon acquisition or construction of such public infrastructure by the CFD. The City will operate and maintain such improvements.

WHAT WILL BE FINANCED?

The CFD has been established to finance, at the request of Brookfield, not more than \$xxx in public infrastructure improvements within the CFD, including financing costs related to such improvements, through *ad valorem* tax bonds to be issued over the next twenty-five (25) years to finance the acquisition and construction of public infrastructure benefitting principally land within the CFD. The CFD issued \$_____ of its General Obligation Bond Series _____ on _____.

In addition, a special assessment bond has been issued in the amount of \$_____ to finance the acquisition of completed public infrastructure, consisting of roadway, sewer, water, storm drain, signage, street light, landscape and related improvements benefitting principally the land area depicted on Attachment 1 hereto ("**Assessment Area 1**"). The lot and residence for which this Disclosure Statement is provided is located in Assessment Area 1.

Brookfield may be reimbursed from CFD bond proceeds for eligible public infrastructure improvements for up to ten (10) years after the date of acceptance of such infrastructure by the City.

PROPERTY OWNERS' TAX AND ASSESSMENT LIABILITY

The obligation to retire the *ad valorem* tax bonds will become the responsibility of all property owners in the CFD through the payment of *ad valorem* property taxes collected by the Maricopa

County Treasurer in addition to all other property tax payments. The CFD has levied a \$____ per \$100.00 of net assessed limited property value tax rate for the District's current fiscal year ____ to provide for repayment of the *ad valorem* tax bonds. The CFD has also levied a \$____ per \$100.00 of net assessed limited property value tax rate to provide for the payment of certain administrative expenses and operation and maintenance of the public infrastructure improvements financed by the CFD ("**O/M Tax**").

Although the *ad valorem* tax rate levied by the CFD to retire the *ad valorem* tax bonds is not limited by law, beginning this fiscal year, the rate of the *ad valorem* tax is not expected to exceed a rate of \$____ per \$100.00 of net assessed limited property value for as long as any *ad valorem* tax bonds are outstanding. However, in the event of declining assessed values or significant delinquencies in the collection of *ad valorem* taxes, the *ad valorem* tax rate could increase above the rate that would generate the same levy as would have been generated under a rate of \$____ per \$100.00 of net assessed limited property value. **Accordingly, there can be no guarantee *ad valorem* tax rates will not be increased to provide for repayment of such *ad valorem* tax bonds in the future.**

The obligation to retire the special assessment bonds issued to finance the acquisition of the completed public infrastructure benefitting principally Assessment Area 1 will be the responsibility of all property owners in Assessment Area 1 through the collection of installments of assessment liens of \$____ per lot levied by the CFD. It is anticipated that such assessment lien will be collected by the Maricopa County Treasurer through its standard *ad valorem* property tax collection process.

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IMPACT OF ADDITIONAL CFD PROPERTY TAX AND ASSESSMENTS

The following illustrates the estimated additional annual *ad valorem* tax liability imposed by the CFD, based on a range of residential values within Lakin Property and a combined \$____ tax rate for the current fiscal year ____ (the \$____ tax rate to retire the *ad valorem* tax bonds plus the \$____ O/M Tax rate):

Assumed Value of Residence	Estimated Annual Additional CFD Tax Liability*
\$150,000	\$xxx
\$200,000	\$xxx
\$250,000	\$xxx
\$300,000	\$xxx
\$350,000	\$xxx
\$400,000	\$xxx
\$450,000	\$xxx
\$500,000	\$xxx
\$550,000	\$xxx
\$600,000	\$xxx

**Assumptions:*

1. *Improved residential property assessment ratio will remain at ____%*
2. *The estimated total ad valorem tax amount is computed by multiplying the \$ ____ per \$100 of assessed limited property value times the estimated limited tax rate of property value times the improved residential property assessment ratio. The actual limited property value is determined by the Maricopa County Assessor.*

The estimated annual assessment lien liability imposed by the CFD in the Assessment Area, in addition to the *ad valorem* tax liability described above, is \$ ____

Additional information regarding the description of public infrastructure improvements to be financed by the CFD, bond issue public disclosure documents and other documents and agreements (including a copy of this Disclosure Statement) are available for review in the City of Avondale City Clerk's office.

Your signature below acknowledges that you have read this Disclosure Statement at the time you made your decision to purchase property at Lakin Property and signed your purchase contract and that you understand the property you are purchasing will be taxed and separately assessed to pay the CFD bonds described above and issued in the future and taxed to pay the CFD operation, administration and maintenance expenses.

Home Buyer Signature/Date

Home Buyer Printed Name

Unofficial Document

IF PURCHASING JOINTLY OR OTHERWISE WITH ANOTHER PARTY:

Home Buyer Signature/Date

Home Buyer Printed Name

Builder Name: _____

Parcel No. _____

Lot No. _____

**UPON EXECUTION, MAIL DIRECTLY TO:
CFD DISTRICT CLERK, CITY OF AVONDALE
20 E. MAIN STREET
AVONDALE, AZ 85201**

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT (this “**First Amendment**”) is entered into _____, 2020, by and between the City of Avondale, an Arizona municipal corporation (the “**City**”) acting by and through the Mayor and City Council (the “**Council**”), and Brookfield Lakin LLC, a Delaware LLC (“**Developer**”). The City and the Developer are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

A. The Developer and the City are entering into this First Amendment to Pre-Annexation Agreement pursuant to the provisions of A.R.S. § 9-500.05, which authorizes the City to enter into and amend a development agreement with a landowner or any other person having an interest in real property located in the City.

B. The Developer and the City are parties to the Pre-Annexation and Development Agreement dated May 21, 2018, as recorded in the Official Records of Maricopa County as Document No. 2018-0425102 (“**Agreement**”). The property that is the subject of the Agreement is attached to this First Amendment as **Exhibit 1**.

C. The Parties desire to amend Sections 12 and 13 of the Agreement to include references to Type 1 water rights.

D. The Parties desire to amend Exhibit E to the Agreement to update the legal description of the Public Safety Property.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Section 12. Owner’s and Developer’s Retained Water Rights. Section 12 of the Agreement is hereby amended to read in its entirety as follows (additions to Section 12 shown by underscore):

Owner's and Developer's Retained Water Rights. The City agrees that the OwnerS and the Developer will retain certain water rights associated with the Property including:

- A. Any decreed or appropriative rights that are or may in the future be appurtenant to the Property;
- B. Any contractual rights to receive water from or through the Salt River Valley Water Users' Association canals and laterals for use on the Property, whether now existing or in replacement thereof, with such rights to be used by the Owner and the Developer in accordance with the terms of a separate agreement between the Owner and the Developer;
- C. Any rights to withdraw and use water from wells located on the Property that are registered to the Developer as such wells are acquired, plus any replacement wells for those wells if located in approximately the same location (as that approximate location is defined and limited by the Arizona Department of Water Resources) through any groundwater withdrawal rights owned or acquired by the Developer. Such rights to be owned or acquired by the Developer will not include "service area rights" as defined under A.R.S. § 45-491.

The Developer may use the water rights described above for any reasonable and beneficial use on the Property, including urban irrigation, except to displace potable water that would otherwise be delivered by City for human consumption and potable uses on the Property. The Developer agrees that Developer will be solely responsible for acquiring, perfecting or maintaining any such water rights at its sole cost and expense. Such rights, if owned, acquired or used will be perpetual under the terms of this Agreement. The Developer will have sole responsibility and obligation to use such water rights in compliance with applicable law, including any measurement and reporting requirements that may apply.

The Developer shall, in cooperation with the City, enter into one or more well license agreements with the City to allow City to withdraw water from the Developer owned wells for non-potable water use on City owned facilities within the Property. Arrangements for measurement and reporting of water use by the Developer and the City under such well license agreement will be addressed in that agreement.

2. Section 13. Extinguishment of Irrigation Grandfathered Rights. Section 13 of the Agreement is hereby amended to read in its entirety as follows (additions to Section 13 shown by underscore; deletions shown by strikeout):

Retirement to Type 1 and Extinguishment of Irrigation Grandfathered Rights. The ~~City~~ Developer agrees that as the Developer acquires fee title to parcels of land governed by the terms of this Agreement that have existing Irrigation Grandfathered Rights, the Developer may retire certain portions of those Irrigation Grandfathered Rights to Type

1 Non-Irrigation Rights as provided in A.R.S. § 45-469. The purpose of retirement will be to allow the Developer to withdraw groundwater from Developer owned wells for non-potable use on lands within the Property designated by Developer for common ownership by the homeowners' association. The lands to be designated for retirement to Type 1 Rights will be delineated in cooperation with the City in the preliminary plat designs reviewed by the City. Prior to retirement, the Developer may file a development plan with the Arizona Department of Water Resources generally identifying the lands to be retired in order to preserve the Developer's ability to retire those lands in the future. Once the lands to be retired to Type 1 Rights are finally determined, and the retirement process completed with the Arizona Department of Water Resources, the Developer will extinguish any remaining associated Irrigation Grandfathered Rights that exist upon the land so acquired (by partial extinguishment as to such parcel only). Upon finalization of the retirement of the lands to Type 1 Rights as each parcel is acquired-acquisition, the Developer will commence preparation of necessary forms to submit to the Arizona Department of Water Resources to effect the extinguishment of the remaining lands within that parcel, and shall confer with the City to verify that the acres submitted for extinguishment represent all of the irrigation acres within the parcel acquired by the Developer not retired to Type 1 Rights. The Developer will, as part of the extinguishment process, pledge any and all extinguishment credits issued by the Arizona Department of Water Resources as a result of such submission to the City of Avondale Designation of Assured Water Supply, ADWR No. 86-002003.0003. Issuance of the certificate of extinguishment credits pledged to the City based on partial extinguishments will be a condition precedent to recordation of the final plat for any parcel acquired by Developer under the terms of this Agreement.

3. Exhibit E. **Exhibit E** to the Agreement is hereby replaced with the new **Exhibit E** attached to this First Amendment as **Exhibit 2**.
4. Effect of First Amendment. This First Amendment shall be deemed to amend and supersede the Agreement with respect to all terms, provisions and changes set forth in this First Amendment. To the extent of any conflict between the Agreement and this First Amendment, including all Exhibits, the First Amendment shall control. Except as amended by this First Amendment, all terms, provisions and conditions of the Agreement shall remain in full force and effect. Any capitalized terms not defined in this First Amendment shall have the meaning set forth in the Agreement. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this First Amendment are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date and year first set forth above.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared Charles Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Developer”

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By: _____
Printed Name: John L. Bradley
Title: President

By: _____
Printed Name: W. Dea McDonald
Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared John L Bradley, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared W. Dea McDonald, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

EMPIRE WEST TITLE COMPANY, L.L.C.
d/b/a THOMAS TITLE & ESCROW, an Arizona
limited liability company, acting not in its
corporate capacity but solely as "Trustee"
under its Trust No. 1305TRTAZ

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared
_____, as _____ of _____
a _____, as _____, whose identity was proven to
me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged
that he signed the above document, on behalf of the _____.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Property Legal Description]

See following pages.

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 1 of 5

PARCEL DESCRIPTION Lakin Property PAD Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a distance of 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 2 of 5

THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to a point on the east line of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 3 of 5

THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 4 of 5

AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:

The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

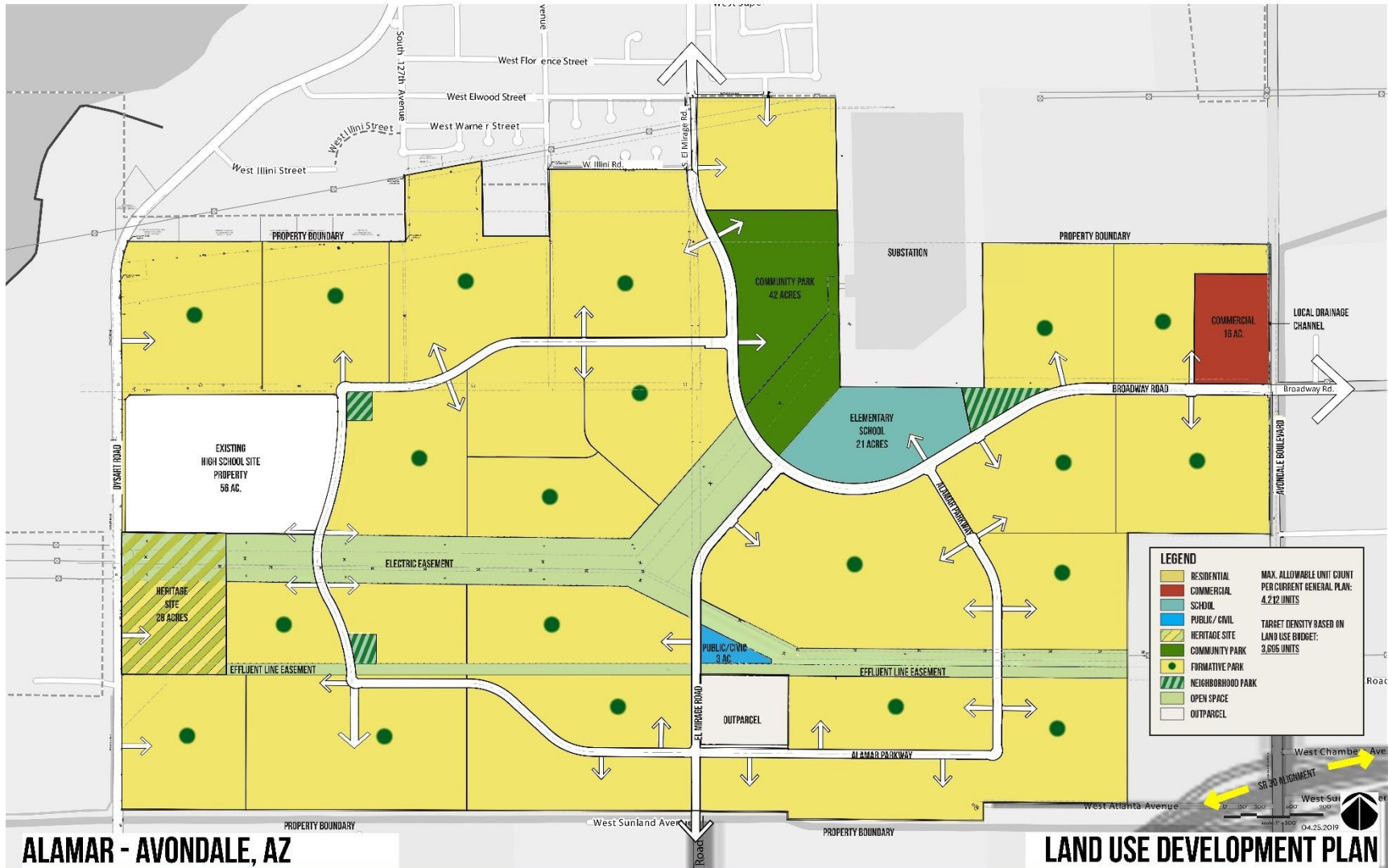
Containing 49,229,470 square feet or 1,130.1531 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property PAD Limits L04R03 04-16-18 docx





Brookfield
Residential

SWABACK
Architects + Planners

EXHIBIT 2
TO
FIRST AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[New Exhibit E]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised August 28, 2019
August 27, 2019
WP#174612.05
Page 1 of 2
See Attached Map

EXHIBIT "E"
Depiction of Public Safety Property

A parcel of land lying within the northwest quarter of Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 25, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the northwest corner of said section, a 4-inch Maricopa County Department of Transportation brass cap in handhole, bears North 00°07'07" East (basis of bearing), a distance of 2615.86 feet;

THENCE along the west line of said northwest quarter, North 00°07'07" East, a distance of 100.00 feet, to the north line of the south 100 feet of said northwest quarter;

THENCE leaving said west line, along said north line, South 89°34'11" East, a distance of 40.00 feet, to the easterly right-of-way line of El Mirage Road and the **POINT OF THE BEGINNING**;

THENCE leaving said north line, along said easterly right-of-way line, North 00°07'07" East, a distance of 364.66 feet;

THENCE leaving said easterly right-of-way line, South 63°16'34" East, a distance of 710.33 feet;

THENCE South 00°25'49" West, a distance of 50.00 feet, to said north line;

THENCE along said north line, North 89°34'11" West, a distance of 634.85 feet, to the **POINT OF BEGINNING**.

Containing 131,672 square feet or 3.0228 acres, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Alamar Public Safety Property L37R01 08-28-19.docx



EXPIRES 09-30-20

EL MIRAGE ROAD

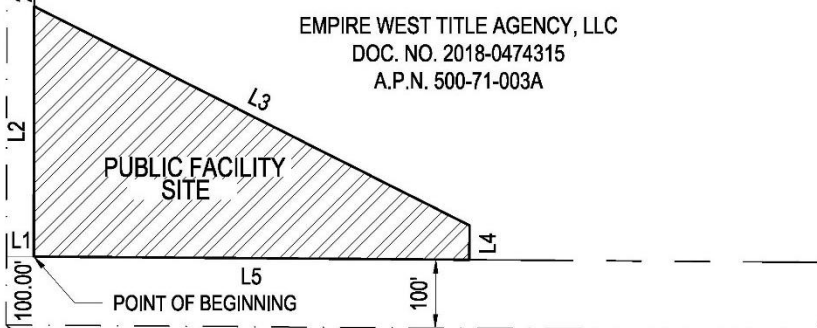
(BASIS OF BEARING)
N00°07'07"E 2615.86'

NORTHWEST CORNER SECTION 25,
T.1N., R.1W.
4" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE

EX. 40' R/W

DKT. 6607, PG. 675,
M.C.R.

EMPIRE WEST TITLE AGENCY, LLC
DOC. NO. 2018-0474315
A.P.N. 500-71-003A



WEST QUARTER CORNER SECTION 25,
T.1N., R.1W.
3" MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
POINT OF COMMENCEMENT

N89°34'11"W 5224.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°34'11"E	40.00'
L2	N00°07'07"E	364.66'
L3	S63°16'34"E	710.33'
L4	S00°25'49"W	50.00'
L5	N89°34'11"W	634.85'

EAST QUARTER CORNER
SECTION 25, T.1N., R.1W.
3" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE
STAMPED T1N R1W S25 S30 RLS 33310



DEPICTION OF PUBLIC SAFETY PROPERTY
REVISED 08/28/2019
WP# 174612.05
PAGE 2 OF 2
NOT TO SCALE
Z:\2017\174612\Survey\Legal\4612-L37R01.dwg

RESOLUTION NO. 1015-0320

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A FIRST AMENDMENT TO THE PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH BROOKFIELD LAKIN, LLC.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The First Amendment to the Pre-Annexation Development Agreement with Brookfield Lakin, LLC (the “First Amendment”) is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the First Amendment and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 2, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1015-0320

[First Amendment]

See following pages.

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT (this “**First Amendment**”) is entered into _____, 2020, by and between the City of Avondale, an Arizona municipal corporation (the “**City**”) acting by and through the Mayor and City Council (the “**Council**”), and Brookfield Lakin LLC, a Delaware LLC (“**Developer**”). The City and the Developer are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

A. The Developer and the City are entering into this First Amendment to Pre-Annexation Agreement pursuant to the provisions of A.R.S. § 9-500.05, which authorizes the City to enter into and amend a development agreement with a landowner or any other person having an interest in real property located in the City.

B. The Developer and the City are parties to the Pre-Annexation and Development Agreement dated May 21, 2018, as recorded in the Official Records of Maricopa County as Document No. 2018-0425102 (“**Agreement**”). The property that is the subject of the Agreement is attached to this First Amendment as **Exhibit 1**.

C. The Parties desire to amend Sections 12 and 13 of the Agreement to include references to Type 1 water rights.

D. The Parties desire to amend Exhibit E to the Agreement to update the legal description of the Public Safety Property.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Section 12. Owner’s and Developer’s Retained Water Rights. Section 12 of the Agreement is hereby amended to read in its entirety as follows (additions to Section 12 shown by underscore):

Owner's and Developer's Retained Water Rights. The City agrees that the OwnerS and the Developer will retain certain water rights associated with the Property including:

- A. Any decreed or appropriative rights that are or may in the future be appurtenant to the Property;
- B. Any contractual rights to receive water from or through the Salt River Valley Water Users' Association canals and laterals for use on the Property, whether now existing or in replacement thereof, with such rights to be used by the Owner and the Developer in accordance with the terms of a separate agreement between the Owner and the Developer;
- C. Any rights to withdraw and use water from wells located on the Property that are registered to the Developer as such wells are acquired, plus any replacement wells for those wells if located in approximately the same location (as that approximate location is defined and limited by the Arizona Department of Water Resources) through any groundwater withdrawal rights owned or acquired by the Developer. Such rights to be owned or acquired by the Developer will not include "service area rights" as defined under A.R.S. § 45-491.

The Developer may use the water rights described above for any reasonable and beneficial use on the Property, including urban irrigation, except to displace potable water that would otherwise be delivered by City for human consumption and potable uses on the Property. The Developer agrees that Developer will be solely responsible for acquiring, perfecting or maintaining any such water rights at its sole cost and expense. Such rights, if owned, acquired or used will be perpetual under the terms of this Agreement. The Developer will have sole responsibility and obligation to use such water rights in compliance with applicable law, including any measurement and reporting requirements that may apply.

The Developer shall, in cooperation with the City, enter into one or more well license agreements with the City to allow City to withdraw water from the Developer owned wells for non-potable water use on City owned facilities within the Property. Arrangements for measurement and reporting of water use by the Developer and the City under such well license agreement will be addressed in that agreement.

2. Section 13. Extinguishment of Irrigation Grandfathered Rights. Section 13 of the Agreement is hereby amended to read in its entirety as follows (additions to Section 13 shown by underscore; deletions shown by strikeout):

Retirement to Type 1 and Extinguishment of Irrigation Grandfathered Rights. The ~~City~~ Developer agrees that as the Developer acquires fee title to parcels of land governed by the terms of this Agreement that have existing Irrigation Grandfathered Rights, the Developer may retire certain portions of those Irrigation Grandfathered Rights to Type

1 Non-Irrigation Rights as provided in A.R.S. § 45-469. The purpose of retirement will be to allow the Developer to withdraw groundwater from Developer owned wells for non-potable use on lands within the Property designated by Developer for common ownership by the homeowners' association. The lands to be designated for retirement to Type 1 Rights will be delineated in cooperation with the City in the preliminary plat designs reviewed by the City. Prior to retirement, the Developer may file a development plan with the Arizona Department of Water Resources generally identifying the lands to be retired in order to preserve the Developer's ability to retire those lands in the future. Once the lands to be retired to Type 1 Rights are finally determined, and the retirement process completed with the Arizona Department of Water Resources, the Developer will extinguish any remaining associated Irrigation Grandfathered Rights that exist upon the land so acquired (by partial extinguishment as to such parcel only). Upon finalization of the retirement of the lands to Type 1 Rights as each parcel is acquired-acquisition, the Developer will commence preparation of necessary forms to submit to the Arizona Department of Water Resources to effect the extinguishment of the remaining lands within that parcel, and shall confer with the City to verify that the acres submitted for extinguishment represent all of the irrigation acres within the parcel acquired by the Developer not retired to Type 1 Rights. The Developer will, as part of the extinguishment process, pledge any and all extinguishment credits issued by the Arizona Department of Water Resources as a result of such submission to the City of Avondale Designation of Assured Water Supply, ADWR No. 86-002003.0003. Issuance of the certificate of extinguishment credits pledged to the City based on partial extinguishments will be a condition precedent to recordation of the final plat for any parcel acquired by Developer under the terms of this Agreement.

3. Exhibit E. **Exhibit E** to the Agreement is hereby replaced with the new **Exhibit E** attached to this First Amendment as **Exhibit 2**.
4. Effect of First Amendment. This First Amendment shall be deemed to amend and supersede the Agreement with respect to all terms, provisions and changes set forth in this First Amendment. To the extent of any conflict between the Agreement and this First Amendment, including all Exhibits, the First Amendment shall control. Except as amended by this First Amendment, all terms, provisions and conditions of the Agreement shall remain in full force and effect. Any capitalized terms not defined in this First Amendment shall have the meaning set forth in the Agreement. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this First Amendment are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date and year first set forth above.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared Charles Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Developer”

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By: _____
Printed Name: John L. Bradley
Title: President

By: _____
Printed Name: W. Dea McDonald
Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared John L Bradley, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared W. Dea McDonald, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

EMPIRE WEST TITLE COMPANY, L.L.C.
d/b/a THOMAS TITLE & ESCROW, an Arizona
limited liability company, acting not in its
corporate capacity but solely as "Trustee"
under its Trust No. 1305TRTAZ

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared
_____, as _____ of _____
a _____, as _____, whose identity was proven to
me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged
that he signed the above document, on behalf of the _____.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
FIRST AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Property Legal Description]

See following pages.

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 1 of 5

PARCEL DESCRIPTION Lakin Property PAD Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a distance of 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
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THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to a point on the east line of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
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THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
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AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:
The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

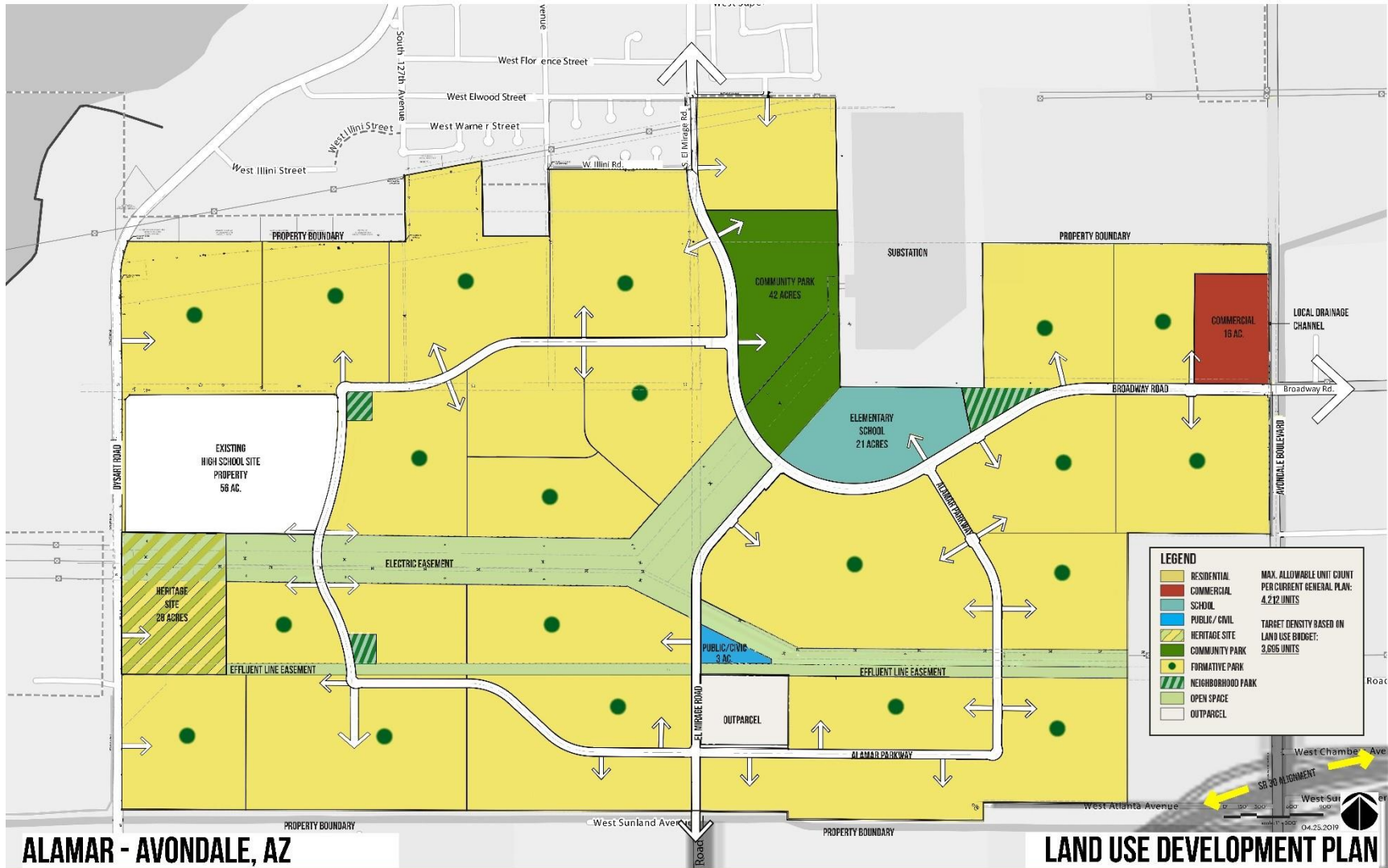
Containing 49,229,470 square feet or 1,130.1531 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property PAD Limits L04R03 04-16-18 docx





Brookfield
Residential

SWABACK
Architects + Planners

EXHIBIT 2
TO
FIRST AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[New Exhibit E]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised August 28, 2019
August 27, 2019
WP#174612.05
Page 1 of 2
See Attached Map

EXHIBIT "E"
Depiction of Public Safety Property

A parcel of land lying within the northwest quarter of Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 25, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the northwest corner of said section, a 4-inch Maricopa County Department of Transportation brass cap in handhole, bears North 00°07'07" East (basis of bearing), a distance of 2615.86 feet;

THENCE along the west line of said northwest quarter, North 00°07'07" East, a distance of 100.00 feet, to the north line of the south 100 feet of said northwest quarter;

THENCE leaving said west line, along said north line, South 89°34'11" East, a distance of 40.00 feet, to the easterly right-of-way line of El Mirage Road and the **POINT OF THE BEGINNING**;

THENCE leaving said north line, along said easterly right-of-way line, North 00°07'07" East, a distance of 364.66 feet;

THENCE leaving said easterly right-of-way line, South 63°16'34" East, a distance of 710.33 feet;

THENCE South 00°25'49" West, a distance of 50.00 feet, to said north line;

THENCE along said north line, North 89°34'11" West, a distance of 634.85 feet, to the **POINT OF BEGINNING**.

Containing 131,672 square feet or 3.0228 acres, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Alamar Public Safety Property L37R01 08-28-19.docx



EXPIRES 09-30-20

EL MIRAGE ROAD

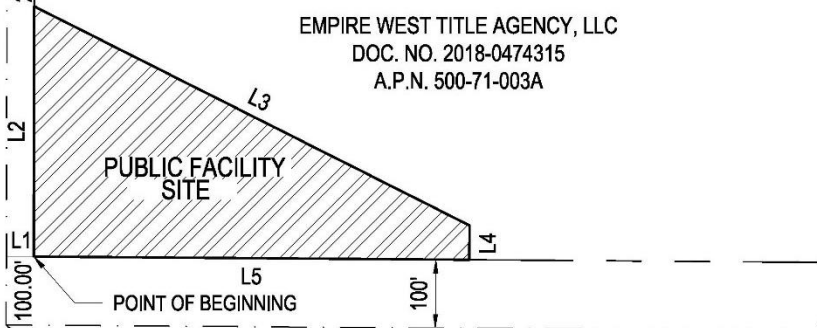
(BASIS OF BEARING)
N00°07'07"E 2615.86'

NORTHWEST CORNER SECTION 25,
T.1N., R.1W.
4" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE

EX. 40' R/W

DKT. 6607, PG. 675,
M.C.R.

EMPIRE WEST TITLE AGENCY, LLC
DOC. NO. 2018-0474315
A.P.N. 500-71-003A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°34'11"E	40.00'
L2	N00°07'07"E	364.66'
L3	S63°16'34"E	710.33'
L4	S00°25'49"W	50.00'
L5	N89°34'11"W	634.85'

WEST QUARTER CORNER SECTION 25,
T.1N., R.1W.
3" MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
POINT OF COMMENCEMENT

N89°34'11"W 5224.75'

EAST QUARTER CORNER
SECTION 25, T.1N., R.1W.
3" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE
STAMPED T1N R1W S25 S30 RLS 33310



DEPICTION OF PUBLIC SAFETY PROPERTY
REVISED 08/28/2019
WP# 174612.05
PAGE 2 OF 2
NOT TO SCALE
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