



City of Avondale

City Council Online Meeting

Monday, March 7, 2022

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Curtis Nielson, Council Member | Mike Pineda, Council Member

Gloria Solorio, Council Member

Administration

Cherlene Penilla, Acting City Manager

Tracy Stevens, Deputy City Manager | Lindsey Duncan, Deputy City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

Online Meeting

Join the meeting and view presentations: <https://avondaleaz.zoom.us/j/99706985158>

Using a Mobile Device? Download the Zoom Cloud Meeting App

Join the meeting with audio only: Call 301-715-8592 (meeting ID: 997 0698 5158)



**City Council Online Meeting
Notice & Agenda
Monday, March 7, 2022**

To join the meeting and view presentations, visit <https://avondaleaz.zoom.us/j/99706985158>

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Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should complete a Request to Speak online at www.avondaleaz.gov/RequestToSpeak prior to the start of the meeting.

**REGULAR MEETING
6:00 PM**

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEM

a. HONORING LINDSEY DUNCAN

City Council will present a plaque to outgoing Deputy City Manager Lindsey Duncan for her dedicated service to the Avondale community. This item is for discussion only.

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. FISCAL YEAR 2022 COMPENSATION ADJUSTMENT

City Council will consider a request to approve a 2.5% employee compensation increase, effective for the pay period beginning March 21. The Council will take appropriate action.

b. AWARD AUTHORITY AMENDMENT FOR DEVELOPMENT & ENGINEERING SERVICES

City Council will consider a request to amend the Administrative Award Authority for professional contract services for FY2021-2022 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1016-0322 - FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT WITH MGN1 LLC

City Council will consider a request to adopt Resolution 1016-0322, approving a First Amendment to the Economic Development Agreement with MGN1 LLC for certain development timing obligations pertaining to the MGN1 property and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. ORDINANCE 2015-0322 - ABANDONMENT OF A PUBLIC DRAINAGE EASEMENT AT LIV AVONDALE

City Council will consider a request to adopt Ordinance 2015-0322, authorizing the abandonment of a public drainage easement located at LIV Avondale and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents. The Council will take appropriate action.

e. ORDINANCE 2016-0322 - TEMPORARY FIRE ACCESS EASEMENT AGREEMENT WITH VIRTUA 99TH, LLC

City Council will consider a request to adopt Ordinance 2016-0322, accepting a Temporary Fire Access Easement Agreement through Virtua 99th, LLC's parcel located in Avondale Station, west of 99th Avenue and south of the Encanto Boulevard alignment and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the documents. The Council will take the appropriate action.

f. ORDINANCE 2017-0322 - INCREASING PUBLIC UTILITY EASEMENT FOR NEW FIRE STATION NO. 175

City Council will consider a request to adopt Ordinance 2017-0322, increasing the width of Public Utility Easement for Southwest Gas to provide service to new Fire Station No. 175 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. FINAL PLAT – FULTON HOMES ACCLAIM PHASE 1B – APPLICATION PL-21-0160

City Council will consider a request by Ms. Tricia Baird, EPS Group, Inc., for approval of a Final Plat for Fulton Homes Acclaim Phase 1B, approximately 36.47 net acres located at the northwest corner of Thomas Road and 99th Avenue. Consistent with the Preliminary Plat approved by City Council on January 19, 2021, the proposed Final Plat will create 142 single-family residential lots and fifteen (15) common area tracts for open space, landscaping, amenities, and retention areas, and will dedicate easements as needed to serve the future development. Resolutions forming a Maintenance Improvement District (MID) for all phases of the Fulton Homes Acclaim development were adopted by City Council on November 1, 2021, and recorded with the Maricopa County Recorder on November 15, 2021. The Council will take appropriate action.

4. ADJOURNMENT

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

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Fiscal Year 2022 Compensation Adjustment

MEETING DATE: 3/7/2022

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Finance and Budget Director, (623) 333-2016

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

STRATEGIC PLAN:

This agenda item supports all of the elements of the Strategic Plan, as having competitive compensation and retaining employees is essential for the city to accomplish its goals.

PURPOSE:

City Council will consider a request to approve a 2.5% employee compensation increase, effective for the pay period beginning March 21. The Council will take appropriate action.

BACKGROUND:

In order to recruit and retain employees in the city of Avondale, the city must remain competitive in employee compensation. The city has increased employee compensation as part of recently adopted budgets, but with inflation and increased competition from other employers, staff recommends the council consider a mid-year compensation adjustment.

DISCUSSION:

Avondale has made employee compensation a priority the past few budget cycles. The adopted budget included the following compensation increases for employees who are not represented under a memorandum of understanding (MOU). MOU employee compensation is governed by the approved agreement.

Fiscal Year	COLA	Merit	Total
FY2022	2.5%	2.5%	5.0%
FY2021	2.5%	2.5%	5.0%
FY2020	3.0%	2.0%	5.0%
FY2019	0.0%	3.0%	3.0%
FY2018	0.0%	3.0%	3.0%

Attracting and retaining a qualified workforce is not a goal unique to Avondale. Private and public employers are competing with Avondale for the same applicants and employees. Many entities are offering signing bonuses and other benefits, such as remote work capability, to entice applicants. Additionally, inflation is at the highest levels in 40 years, with 7.5% annualized inflation reported for January 2022 for the nation and 9.7% annualized inflation for the Phoenix metropolitan area. Considering the competition from other employers and the high levels of inflation, staff recommend a 2.5% compensation increase, effective for the pay period starting March 21, 2022.

City Council approved the Classification and Compensation Policy (Chapter 5) on March 1, 2021, which sets the policy that City Council determines the amount of any across-the-board salary increase for employees. The increase may be applied at the beginning of the fiscal year or at an alternative time.

Additional compensation increases for employees will be included in the proposed FY2023 budget.

BUDGET IMPACT:

The annual cost of this request is \$1,325,000 with a FY2022 cost of \$385,000. The appropriation necessary for the compensation increase in FY2022 shall be covered through a combination of contingency funds and vacancy savings.

RECOMMENDATION:

Staff recommends that council approve a 2.5% compensation increase, effective March 21, 2022, with the following conditions:

- Salary ranges will not be adjusted as part of the proposed compensation increase.
- Employees serving original probation will be eligible for the adjustment.
- Employees represented by a memorandum of understanding (MOU) will continue to be compensated under the terms of their previously approved MOU.
- Employees in appointed positions will receive pay adjustments according to their contracts.

Staff also recommends the Council authorize the use of the city's contingency funds for FY2022, up to the amount of \$385,000, to ensure departments' budgets can cover the proposed increase in cases where vacancy savings are insufficient to cover the cost of the increase.

Contact person for document distribution:

CITY COUNCIL REPORT

SUBJECT: Award Authority Amendment for Development & Engineering Services

MEETING DATE: 3/7/2022

TO: Mayor and Council

FROM: Kevin Murphy, Director, (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategy: Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will consider a request to amend the Administrative Award Authority for professional contract services for FY2021-2022 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Over the last two years, the City has established the list of line items for Administrative Award, which was approved with the Annual Budget adoption. On June 7, 2021, the City Council adopted Resolution 1047-0621 approving the final budget for fiscal year 2021-2022 (FY2022). The Administrative Award document was attached as Exhibit B and approved as part of that adopted budget and governs the maximum Administrative Awarding Authority on services or commodities over \$50,000.

DISCUSSION:

The Development & Engineering Services Department (DES) performs numerous activities daily to maintain essential services. Due to the increased construction activity and to provide increased support, the city needs to retain outside professional contract services. DES and Procurement Staff performed a detailed analysis of the services and contracts with spending in excess of \$50,000. It was determined that the Administrative Award Authority for line items under Operations need to be increased for project support (22336). In addition, due to the increase in requests for traffic calming/mitigation, staff is requesting Award Authority to be added for traffic calming contract services. Approval of the amended Administrative Award items do not increase the department's operating budget, only the ability to spend up to approved limits on defined services within the approved budget.

BUDGET IMPACT:

This action has no net increase to the overall budget.

RECOMMENDATION:

Staff recommends City Council amend the Administrative Award Authority for professional contract services for FY2021-2022 as outlined in the attached document and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: Kevin Murphy and Mark Moore

Development & Engineering Services - FY2022 Line Items for Administrative Award		FY22 Admin Award	FY22 Revised Admin Award
Reference	Description	Amount	Amount
22335	Professional Services - Abatement	\$ 100,000	\$ -
22336	Professional Services - Project Support	\$ 150,000	\$ 225,000
22337	Professional Services - Building Contract Plans Review	\$ 200,000	\$ -
22338	Professional Services - Engineering Plan Review - 5900-6035	\$ 100,000	\$ -
22339	Traffic Signal Supplies and Maint. (electronic equipment, wiring, cameras, etc.)	\$ 85,000	\$ -
22340	Traffic Signs and Supplies (posts & blanks, markings, reflective sign sheeting, etc.)	\$ 100,000	\$ -
22341	Streetlight Supplies and Replacements (poles, fixtures, Services, etc.)	\$ 90,000	\$ -
22342	Transit Services	\$ 1,400,000	\$ -
22343	Americans with Disabilities Act (ADA) Medical Taxi/Paratransit	\$ 50,000	\$ -
22344	Sidewalks - El Mirage Rd: Calle Hermosa to Lower Buckeye Road	\$ 50,000	\$ -
22345	Professional Services - Planning	\$ 50,000	
	Professional Services - Traffic Calming	\$ -	\$ 225,000

CITY COUNCIL REPORT

SUBJECT: Resolution 1016-0322 - First Amendment to the Economic Development Agreement with MGN1 LLC

MEETING DATE: 3/7/2022

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

STRATEGIC PLAN:

Creative and Sustainable Community Development – The addition of the Avid hotel and restaurant/retail will add to the BLVD offerings and the goal of creating a sense of place for both our visitors and residents alike.

PURPOSE:

City Council will consider a request to adopt Resolution 1016-0322, approving a First Amendment to the Economic Development Agreement with MGN1 LLC for certain development timing obligations pertaining to the MGN1 property and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

MGN1 LLC entered into an Economic Development Agreement with the City of Avondale on January 6, 2020 for the reimbursement of public improvements, building permit and plan fees in an amount not to exceed \$300,000. Section 8 of the Agreement outlined a development plan with certain development rights and obligations of the MGN1 property. Due to market conditions caused by Covid-19 and funding limitations in the hospitality industry, the applicant is requesting an extension the timeline for completion of the project and to adjust completion deadlines accordingly.

DISCUSSION:

The MGN1 First Amendment to the Economic Development Agreement requires the following development obligations to occur:

- The Developer shall acquire all civil construction permits necessary to construct a hotel no later than June 24, 2022 and commence vertical construction of the project no later than August 24, 2022.
- The project shall be completed, and a certificate of occupancy shall be obtained by the Developer no later than December 24, 2024.
- The project shall consist of a Business Service Hotel and ancillary uses, the brands of which are satisfactory to the City.
- The Business Service Hotel must remain open and operational for a period of 6 years following the date of issuance of the certificate of completion.

This new timeframe provides development triggers to ensure forward movement on the project.

BUDGET IMPACT:

Reimbursement up to \$300,000 for public improvements, building permits and plan fees which were approved in the original January 6, 2020 Economic Development Agreement. This amount is already included in the budget for this purpose.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Economic Development Agreement with MGN1 LLC

Contact person for document distribution: Cheryl Covert

RESOLUTION NO. 1016-0322

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, APPROVING A FIRST AMENDMENT TO THE ECONOMIC
DEVELOPMENT AGREEMENT WITH MGN1 LLC.

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

SECTION 1. The First Amendment to the Economic Development Agreement with MGN1 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 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1016-0322

[First Amendment]

See following pages.

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (the “First Amendment”) is entered into January 24, 2022 (the “Effective Date”) by and between the City of Avondale, an Arizona municipal corporation (the “City”) and MGN1 LLC, a Louisiana limited liability company (the “Developer”). The City and Developer are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

A. Developer and City are parties to that certain Development Agreement (the “Agreement”) dated January 6, 2020, and recorded on January 29, 2020, with the Maricopa County Recorder as recording number 20200079482.

B. Terms as defined in the Agreement and exhibits identified in the Agreement shall have the same meaning when referred to in this First Amendment.

C. The Parties desire to extend the timeline for completion of the Project and adjust completion deadlines accordingly.

D. The Parties understand and acknowledge that the Agreement, as amended by this First Amendment, is a “Development Agreement” within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05. The terms of the Agreement, as amended, shall constitute covenants running with the Property as more fully described in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.

2. Amendments to Agreement. The Agreement is hereby amended as follows:

(a) Section 8 of the Agreement is hereby deleted in its entirety and replaced as follows:

Development Plan. Certain development rights and obligations pertaining to the MGN1 Property are established by the existing zoning thereof by the City. The development of the MGN1 Property is expected to occur in response to real estate and capital market conditions as follows:

8.1. Developer shall acquire all civil construction permits necessary to construct a hotel no later than June 24, 2022 and commence vertical construction of the Project no later than August 24, 2022.

8.2. The Project shall be completed, and a certificate of occupancy shall be obtained by Developer no later than December 24, 2023.

8.3. The Project shall consist of a Business Service Hotel and ancillary uses, the brands of which are satisfactory to the City.

8.4. The Business Service Hotel must remain open and operational for a period of six (6) years following the date of issuance of a certificate of completion. Developer shall execute the Guaranty as set forth in Exhibit D providing for this operational commitment.

8.5. Nothing in this Agreement shall be taken as a promise by the City to rezone the MGN1 Property or amend the zoning and development standards existing on the MGN1 Property.

(b) Section 9.3.2 of the Agreement is hereby deleted in its entirety and replaced as follows:

9.3.2 If Developer fails to obtain a certificate of occupancy within the deadline set forth in 8.2, the total value of the incentive shall be reduced by two percent for each month the certificate of occupancy is delayed, up to a maximum of twenty-four percent. If Developer fails to obtain a certificate of occupancy from the City before December 24, 2024, the City is relieved from any obligation to pay any incentives.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this First Amendment and the Agreement, the documents shall govern in the order listed herein.

5. City Non-Default. By executing this First Amendment, the Developer affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

7. Recording of Agreement. Within ten days after execution of this First Amendment by the City, such First Amendment shall be recorded in the Maricopa County Recorder's Office.

8. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Kenneth 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 in and for the State of Arizona

(Affix Notary Seal Here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Developer”

MGN1 LLC,

a Louisiana limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2022, before me personally appeared _____
_____, the _____ of MGN1 LLC, a Louisiana limited
liability company, whose identity was proven to me on the basis of satisfactory evidence to be the
person who he/she claims to be, and acknowledged that they signed the above document on behalf
of the company.

Notary Public in and for the State of _____

(Affix notary seal here)

CITY COUNCIL REPORT

SUBJECT: Ordinance 2015-0322 - Abandonment of a Public Drainage Easement at LIV Avondale

MEETING DATE: 3/7/2022

TO: Mayor and Council

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

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2015-0322, authorizing the abandonment of a public drainage easement located at LIV Avondale and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City Council adopted Ordinance No. 894-02 on November 12, 2002, accepting the dedication of the drainage easement. A Drainage Easement Agreement between the City and the property owners was recorded on December 5, 2002, through Instrument No. 2002-1304451 as recorded in the Maricopa County Recorder's Office. The easement is located along the west side of Avondale Boulevard approximately 600 feet south of Roosevelt Street. The easement was necessary for the construction of a retention basin to retain storm water runoff from Avondale Boulevard.

DISCUSSION:

The developer of LIV Avondale, Avondale Boulevard, LLC, requested the abandonment of the drainage easement so he can expand his parking lot and buildings into the easement. Staff determined the easement could be abandoned if he agreed to convey the Avondale Boulevard storm water runoff into LIV Avondale's underground onsite retention pipes. The developer has agreed to this requirement, so staff has determined this drainage easement can be abandoned.

BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends Council adopt an Ordinance authorizing the abandonment of a public drainage easement located at LIV Avondale and authorize the Mayor or Acting City Manager, City Attorney and the City Clerk to execute the necessary documents.

Contact person for document distribution: Mark Ivanich



DRAINAGE EASEMENT TO BE ABANDONED

ORDINANCE NO. 2015-0322

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, PROVIDING FOR THE ABANDONMENT OF A DRAINAGE EASEMENT GENERALLY LOCATED ALONG THE WEST SIDE OF AVONDALE BOULEVARD, APPROXIMATELY SIX HUNDRED FEET SOUTH OF ROOSEVELT STREET.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to dispose of its acquired property as the City’s interests may require; and

WHEREAS, through Ordinance No. 894-02, passed and adopted on November 12, 2002 and the Drainage Easement Agreement recorded at Document No, 2002-1304451 in the Office of the Maricopa County Recorder, the City acquired a drainage easement generally located along the west side of Avondale Boulevard, and approximately six hundred (600) feet south of Roosevelt Street (the “Drainage Easement”); and

WHEREAS, the Council of the City of Avondale (the “City Council”) has determined that the Drainage Easement is no longer needed and therefore, it is necessary and appropriate to abandon said easement.

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 Drainage Easement, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference, is hereby declared to be no longer necessary for drainage and is hereby abandoned to the surrounding privately-owned parcel, Maricopa County Assessor Parcel No. 500-01-016.

SECTION 3. Upon recordation of this Ordinance in the office of the Maricopa County Recorder, the Drainage Easement shall be forever extinguished and all right and title to the real property described therein shall vest in the owner of Maricopa County Assessor Parcel No. 500-01-016.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and 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 7, 2022.

Kenneth Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2015-0322

[Legal Description and Map of Drainage Easement]

See following pages.

November 16, 2021
3 Engineering Job No. 2042

**LEGAL DESCRIPTION
FOR
DRAINAGE EASEMENT ABANDONMENT**

That certain Drainage Easement, recorded in Instrument no. 2002-1304451, Records of Maricopa County, Maricopa County, Arizona being more particularly described as follows;

That portion of land lying within the property recorded in Doc. 2000-0066994 being a portion of the East half of Section 1, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the East quarter corner of said Section 1;

Thence S00°02'12"E along the East line of the Southeast quarter of said Section 1, a distance of 682.42 feet;

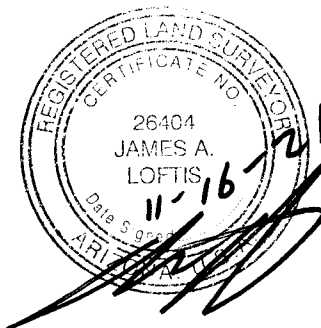
Thence N89°53'34"W, a distance of 80.00 feet to the **POINT OF BEGINNING**;

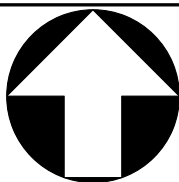
Thence continuing N89°53'34"W, a distance of 132.00 feet;

Thence N00°02'12"W parallel with the East line of the Southeast quarter of said Section 1, a distance of 132.00 feet;

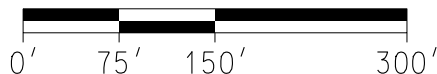
Thence S89°53'34"E, a distance of 132.00 feet;

Thence S0°02'12"E parallel with and 80.00 feet Westerly of said East line, a distance of 132.00 feet to the **POINT OF BEGINNING**.



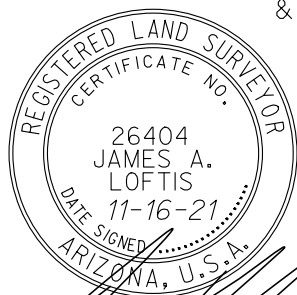


SCALE: 1"=150'



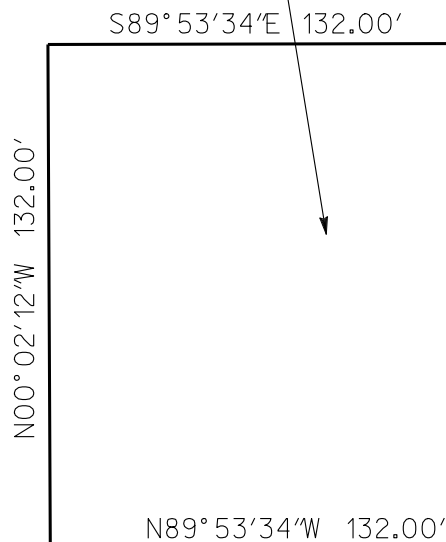
P.O.C.
E. 1/4 COR.
SEC. 1, T-1-N, R-1-W

15' PUBLIC UTILITY EASEMENT
PER DOC. 2002-1304449, M.C.R.
& DOC. 2010-0126938, M.C.R.



132' X 132' DRAINAGE EASEMENT
PER DOC. 2002-1304451, M.C.R.
TO BE ABANDONED

APN 500-01-016



APN 500-01-020

POB

SE COR. SEC. 1
T-1-N, R-1-W

N. AVONDALE BLVD.

S00°02'12"E 682.42'

E. LINE
SE 1/4

EXHIBIT "A"

DRAINAGE EASEMENT ABANDONMENT

3e engineering
planning civil engineering surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD, SUITE # 200 - SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387 - FAX: (602) 490-3230
WWW.3ENGINEERING.COM

DATE:

11/16/21

PROJECT NO.

2042

CITY COUNCIL REPORT

SUBJECT: Ordinance 2016-0322 - Temporary Fire Access Easement Agreement with Virtua 99th, LLC

MEETING DATE: 3/7/2022

TO: Mayor and Council

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

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.
-

PURPOSE:

City Council will consider a request to adopt Ordinance 2016-0322, accepting a Temporary Fire Access Easement Agreement through Virtua 99th, LLC's parcel located in Avondale Station, west of 99th Avenue and south of the Encanto Boulevard alignment and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the documents. The Council will take the appropriate action.

BACKGROUND:

City Council approved the Virtua99 Avondale Planned Area Development (PAD) through Ordinance No. 1633-817 on August 14, 2017. A Minor PAD Amendment was approved by staff on October 30, 2019. Virtua99 Avondale is now known as Avondale Station

DISCUSSION:

The ONE at Avondale Station is a 408 unit apartment complex located west of 99th Avenue and south of the Encanto Boulevard street alignment. The 2018 International Fire Code requires any multi-family residential development over 200 dwelling units to have a secondary fire access road separate from the primary entrance. Virtua 99th, LLC, has agreed to grant the City a temporary fire access easement across their undeveloped parcel in order for The One at Avondale Station to meet the fire code. This easement will be used by emergency vehicles only and will not be open for the public's use. Upon development of Virtua 99th, LLC's parcel, the temporary easement will be terminated and a permanent easement will be established that will follow the traffic patterns of their proposed development. The temporary fire access easement will be maintained by The ONE at Avondale Station.

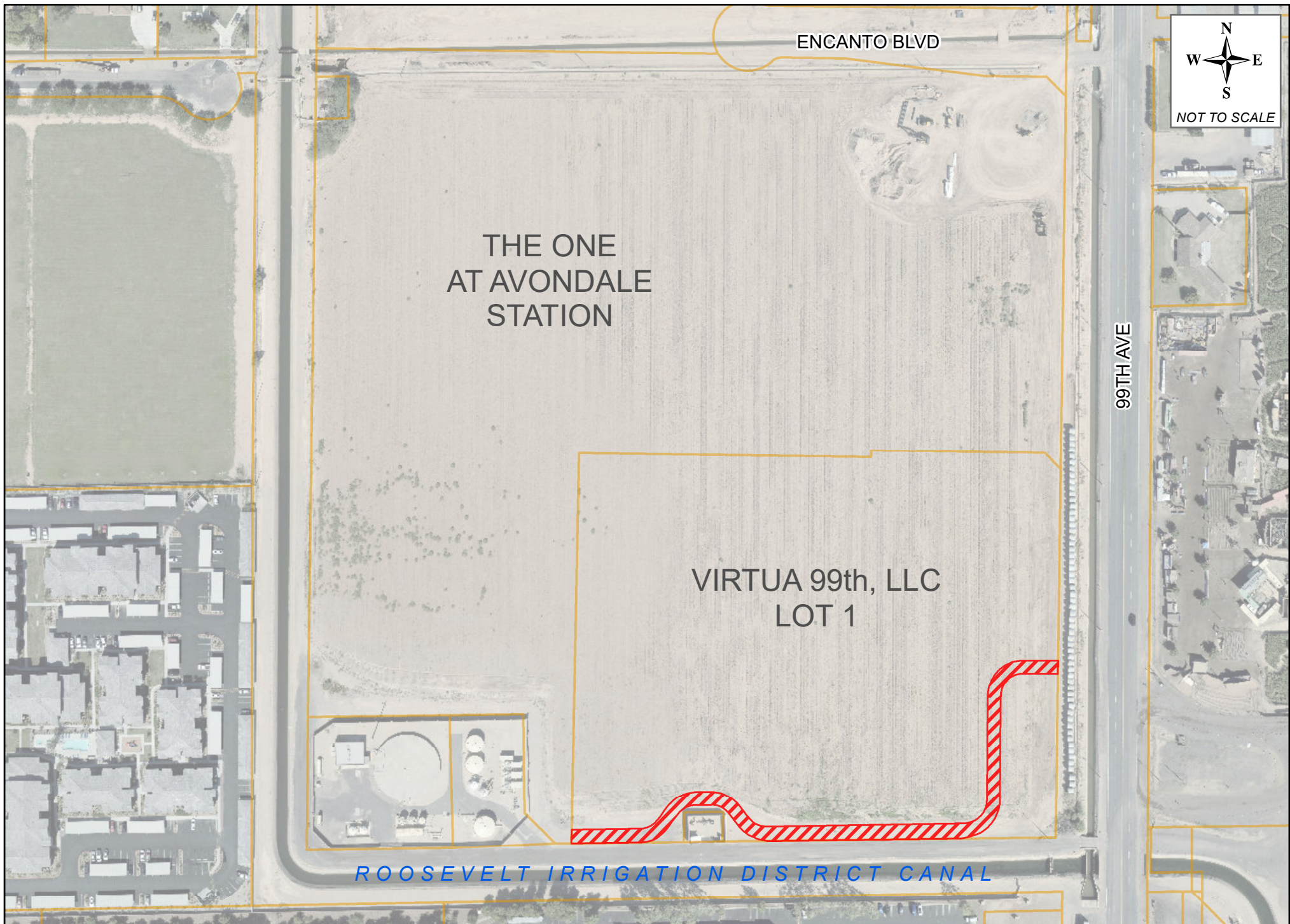
BUDGET IMPACT:

There is no impact to the budget for this action.

RECOMMENDATION:

Staff recommends City Council to adopt Ordinance No. 2016-0322 accepting a Temporary Fire Access Easement Agreement through Virtua 99th, LLC's parcel located in Avondale Station, west of 99th Avenue and south of the Encanto Boulevard alignment, and authorize the Mayor or Acting City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Mark Ivanich



TEMPORARY FIRE ACCESS EASEMENT ON LOT 1 AT AVONDALE STATION

ORDINANCE NO. 2016-0322

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, ACCEPTING THE GRANT OF AN EASEMENT FROM VIRTUA
99TH, LLC FOR FIRE ACCESS.

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

SECTION 1. A temporary fire access easement over, across and under real property generally located west of 99th Avenue and south of Encanto Boulevard in Avondale, Arizona, as more particularly depicted and described in Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted in substantially the form and substance set forth in Exhibit A, by the City of Avondale from Virtua 99th, LLC.

SECTION 2. 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 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2016-0322

[Temporary Fire Access Easement]

See following pages.

When Recorded Mail To:

City Clerk
City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

This Easement is exempt from recording fee
and Affidavit of Property Value pursuant to
Ariz. Rev. Stat. § 11-1134(A)(2)

TEMPORARY FIRE ACCESS EASEMENT AGREEMENT

THIS TEMPORARY FIRE ACCESS EASEMENT AGREEMENT (this “Agreement”) is entered into as of March 7, 2022, by and between Virtua 99th Holdings, LLC, an Arizona limited liability company, (“Grantor”), and the City of Avondale, an Arizona municipal corporation (“Grantee”) for the purposes set forth below.

RECITALS

A. Grantor is the record owner of certain real property as shown on Exhibit A, attached hereto and incorporated herein by reference (the “Grantor Property”).

B. Grantee has requested, and Grantor has agreed to grant to the Grantee, a non-exclusive temporary fire access easement upon, over, across, in, through and under certain portions of Grantor’s Property for the purpose of providing ingress and egress by police, fire and similar emergency personnel and their vehicles to the V99 Avondale Station project, located along Lot 1, BK. 1549, PG. 46 of the plat of record in the Office of the County Recorder, Maricopa County, located at the southwest corner of Grantor’s Property (the “Access”).

AGREEMENT

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee agree as follows:

1. Grant of Temporary Fire Access Easement. Grantor hereby grants and conveys to Grantee a temporary fire access easement (the “Easement”) upon, over, across, in, through and under the Grantor Property, at the location legally described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Easement Area”) for purpose ingress and egress by lawful governmental or private emergency services providing (i) fire and police protection, and (ii) ambulances and rescue services (collectively, “Emergency Services”), to the Grantor Property.

2. Maintenance and Use of Fire Access Easement. Grantor shall not maintain the Grantor Property in a manner that impairs the ability or capacity of Grantee to fully utilize the Easement Area. Grantor shall not construct, install or place, or permit to be constructed, installed or placed upon the Grantor Property any fence, wall, structure or other improvement or obstruction that may interfere with or impede Grantee's access to the Easement Area or the Grantee's right to the Access.

3. Term. This Agreement and the rights, privileges and duties contained herein shall remain in full effect until the sooner of (i) the development of the Grantor's property which creates access from Grantor's Property to 99th Avenue or (ii) the construction of an alternate road that provides alternate or replacement access providing for Emergency Service to the Project that has been accepted by Grantee (each, a "Terminating Event"). At such time as a Terminating Event occurs, this Agreement, and the Easement created herein, shall automatically terminate without further action of the either Grantor or Grantee; provided, however, either party shall be permitted (but not required) to record a formal termination of this Agreement at such time.

4. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless Grantor, its successors and assigns, for, from and against any and all losses, liabilities and expenses which may be claimed or asserted against Grantor, its successors or assigns, or the Grantor Property, arising from the Grantee's negligent acts in conjunction with the use of the Easement.

5. Consideration. Grantor agrees the Access will provide a benefit to the Grantor Property and, therefore agrees to furnish the Easement at no additional consideration to the Grantee.

6. Reservation of Rights. Grantor hereby reserves all such rights and privileges in the Grantor Property as may be used and enjoyed by Grantor without interfering with or abridging the rights conveyed to Grantee.

7. Running of Benefits and Burdens. This Agreement shall be appurtenant to and run with the land. This Agreement shall be binding upon Grantor and Grantee and their respective successors and assigns, as applicable, and the Grantor Property and Grantee property, as applicable.

8. Attorney's Fees. Either party may enforce this instrument by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorney's fees and court costs.

9. Counterparts. This Agreement may be executed in counterparts, all of which are identical, each of which shall be deemed an original, and all of which counterparts, when executed, taken together shall constitute one and the same instrument.

10. Amendment. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Grantee and the Grantor.

11. Cancellation by Grantee. This Agreement may be cancelled by Grantee pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“Grantor”

VIRTUA 99TH, LLC, an Arizona limited liability company,

By: QUYP DEVELOPMENT SERVICES, LLC, an Arizona limited liability company, its Manager

Jeremy Hall, Manager

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2022, before me personally appeared Jeremy Hall the Manger of QUYP DEVELOPMENT SERVICES, LLC, an Arizona limited liability company and Manager of VIRTUA 99TH, LLC, an Arizona limited liability company, 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

(Affix notary seal here)

“Grantee”

CITY OF AVONDALE,
an Arizona municipal corporation

Cherlene Penilla, Acting City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2022, before me personally appeared Cherlene Penilla, 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 she claims to be, and acknowledged that she signed the above document, on behalf of the City of Avondale.

Notary Public

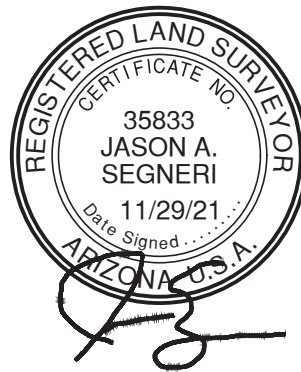
(Affix notary seal here)

EXHIBIT A
TO
TEMPORARY FIRE ACCESS EASEMENT AGREEMENT

[Legal Description and Map]

See following pages.

**AVONDALE STATION
TEMPORARY FIRE ACCESS EASEMENT
LEGAL DESCRIPTION**



11/29/2021
Job No. 5221
Page 1 of 3

A PORTION OF LOT 1 OF THE FINAL PLAT FOR AVONDALE STATION ACCORDING TO THE PLAT OF RECORD IN OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA BOOK 1549, PAGE 46, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT,

THENCE NORTH 00 DEGREES 44 MINUTES 36 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 20.01 FEET;

THENCE NORTH 88 DEGREES 55 MINUTES 11 SECONDS EAST, DEPARTING SAID WEST LOT LINE, A DISTANCE OF 106.03 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 35 SECONDS, A DISTANCE OF 32.05 FEET;

THENCE NORTH 36 DEGREES 27 MINUTES 36 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 35 SECONDS, A DISTANCE OF 50.36 FEET;

THENCE NORTH 88 DEGREES 55 MINUTES 11 SECONDS EAST, A DISTANCE OF 23.34 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 35 SECONDS, A DISTANCE OF 50.36 FEET;

THENCE SOUTH 38 DEGREES 37 MINUTES 14 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 35 SECONDS, A DISTANCE OF 32.05 FEET;

THENCE NORTH 88 DEGREES 55 MINUTES 11 SECONDS EAST, A DISTANCE OF 305.92 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 88 DEGREES 29 MINUTES 35 SECONDS, A DISTANCE OF 54.06 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 36 SECONDS EAST, A DISTANCE OF 162.81 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 86.39 FEET;

THENCE SOUTH 89 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 51.01 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF 99TH AVENUE;

THENCE SOUTH 00 DEGREES 25 MINUTES 36 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 24 SECONDS WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 51.01 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 54.98 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 36 SECONDS WEST, A DISTANCE OF 162.81 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 88 DEGREES 29 MINUTES 35 SECONDS, A DISTANCE OF 84.95 FEET TO A POINT ON THE SOUTH LINE OF LOT 1;

THENCE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LOT LINE, A DISTANCE OF 305.92 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHWESTERLY ALONG SAID CURVE, DEPARTING SAID SOUTH LINE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 35 SECONDS, A DISTANCE OF 50.36 FEET;

THENCE NORTH 38 DEGREES 37 MINUTES 14 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 35 SECONDS, A DISTANCE OF 32.05 FEET;

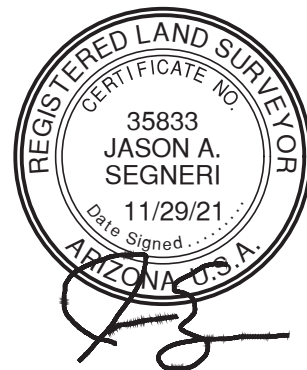
THENCE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 23.34 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 35 SECONDS, A DISTANCE OF 32.05 FEET;

THENCE SOUTH 36 DEGREES 27 MINUTES 36 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 52 DEGREES 27 MINUTES 35 SECONDS, A DISTANCE OF 50.36 FEET TO A POINT ON THE SOUTH LINE OF LOT 1;

THENCE SOUTH 88 DEGREES 55 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH LOT LINE, A DISTANCE OF 106.67 FEET TO THE **POINT OF BEGINNING**.



LEGEND

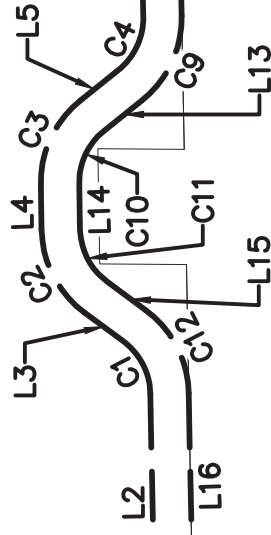
- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EASEMENT BOUNDARY

LOT 1
BK. 1549, PG. 46

LOT 2
BK. 1549, PG. 46



99TH AVE



ROOSEVELT IRRIGATION
DISTRICT CANAL

POINT OF BEGINNING
TEMPORARY FIRE ACCESS EASEMENT
SW CORNER OF LOT 1

TEMPORARY FIRE ACCESS EASEMENT

AVONDALE STATION
AVONDALE, ARIZONA

PROJECT NO: 5221
DRAWN BY: RJH SCALE: 1"=100'
CHECKED BY: JAS DATE: 11/29/2021

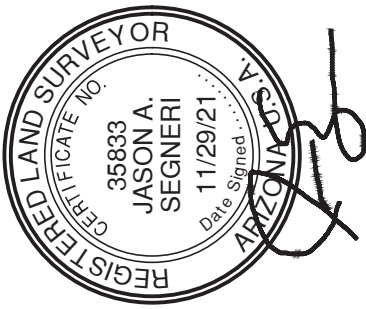
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780

RICK
ENGINEERING COMPANY

rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N0°44'36"E	20.01'
L2	N88°55'11"E	106.03'
L3	N36°27'36"E	25.00'
L4	N88°55'11"E	23.34'
L5	S38°37'14"E	25.00'
L6	N88°55'11"E	305.92'
L7	N0°25'36"E	162.81'
L8	S89°34'24"E	51.01'

LINE TABLE		
LINE	DIRECTION	LENGTH
L9	S0°25'36"W	20.00'
L10	N89°34'24"W	51.01'
L11	S0°25'36"W	162.81'
L12	S88°55'11"W	305.92'
L13	N38°37'14"W	25.00'
L14	S88°55'11"W	23.34'
L15	S36°27'36"W	25.00'
L16	S88°55'11"W	106.67'



22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780

rickengineering.com

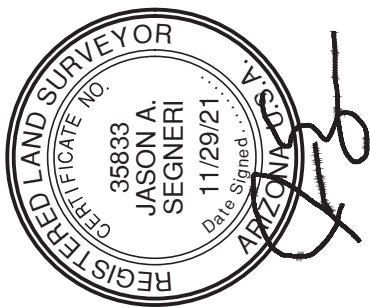
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

TEMPORARY FIRE ACCESS EASEMENT
AVONDALE STATION
AVONDALE, ARIZONA

PROJECT NO: 5221

DRAWN BY: RJH	SCALE: 1"=150'
CHECKED BY: JAS	DATE: 11/29/2021

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	52°27'35"	35.00'	32.05'	N62°41'24"E 30.94'
C2	52°27'35"	55.00'	50.36'	N62°41'24"E 48.62'
C3	52°27'35"	55.00'	50.36'	S64°51'01"E 48.62'
C4	52°27'35"	35.00'	32.05'	S64°51'01"E 30.94'
C5	88°29'35"	35.00'	54.06'	N44°40'24"E 48.84'
C6	90°00'00"	55.00'	86.39'	N45°25'36"E 77.78'
C7	90°00'00"	35.00'	54.98'	S45°25'36"W 49.50'
C8	88°29'35"	55.00'	84.95'	S44°40'24"W 76.75'
C9	52°27'35"	55.00'	50.36'	N64°51'01"W 48.62'
C10	52°27'35"	35.00'	32.05'	N64°51'01"W 30.94'
C11	52°27'35"	35.00'	32.05'	S62°41'24"W 30.94'
C12	52°27'35"	55.00'	50.36'	S62°41'24"W 48.62'



TEMPORARY FIRE ACCESS EASEMENT
AVONDALE STATION
AVONDALE, ARIZONA

PROJECT NO: 5221
DRAWN BY: RJH SCALE: 1" = 150'
CHECKED BY: JAS DATE: 11/29/2021

22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780
rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

CITY COUNCIL REPORT

SUBJECT: Ordinance 2017-0322 - Increasing Public Utility Easement for New Fire Station No. 175

MEETING DATE: 3/7/2022

TO: Mayor and Council

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

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

Increasing the width of the public utility easement will allow natural gas service to be provided to the new Fire Station No. 175 and will allow the City of Avondale to provide public safety to the Avondale community.

PURPOSE:

City Council will consider a request to adopt Ordinance 2017-0322, increasing the width of Public Utility Easement for Southwest Gas to provide service to new Fire Station No. 175 and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale is constructing the new Fire Station No.175 to provide public safety for the city.

DISCUSSION:

Southwest Gas is providing natural gas service to the new Fire Station No.175 . In order to provide service, the existing public utility easement along W Van Buren Street on city-owned land where the station is being constructed needs to be increased in width by 3 feet.

BUDGET IMPACT:

Increasing the width of public utility easement will have no budgetary impact on the city.

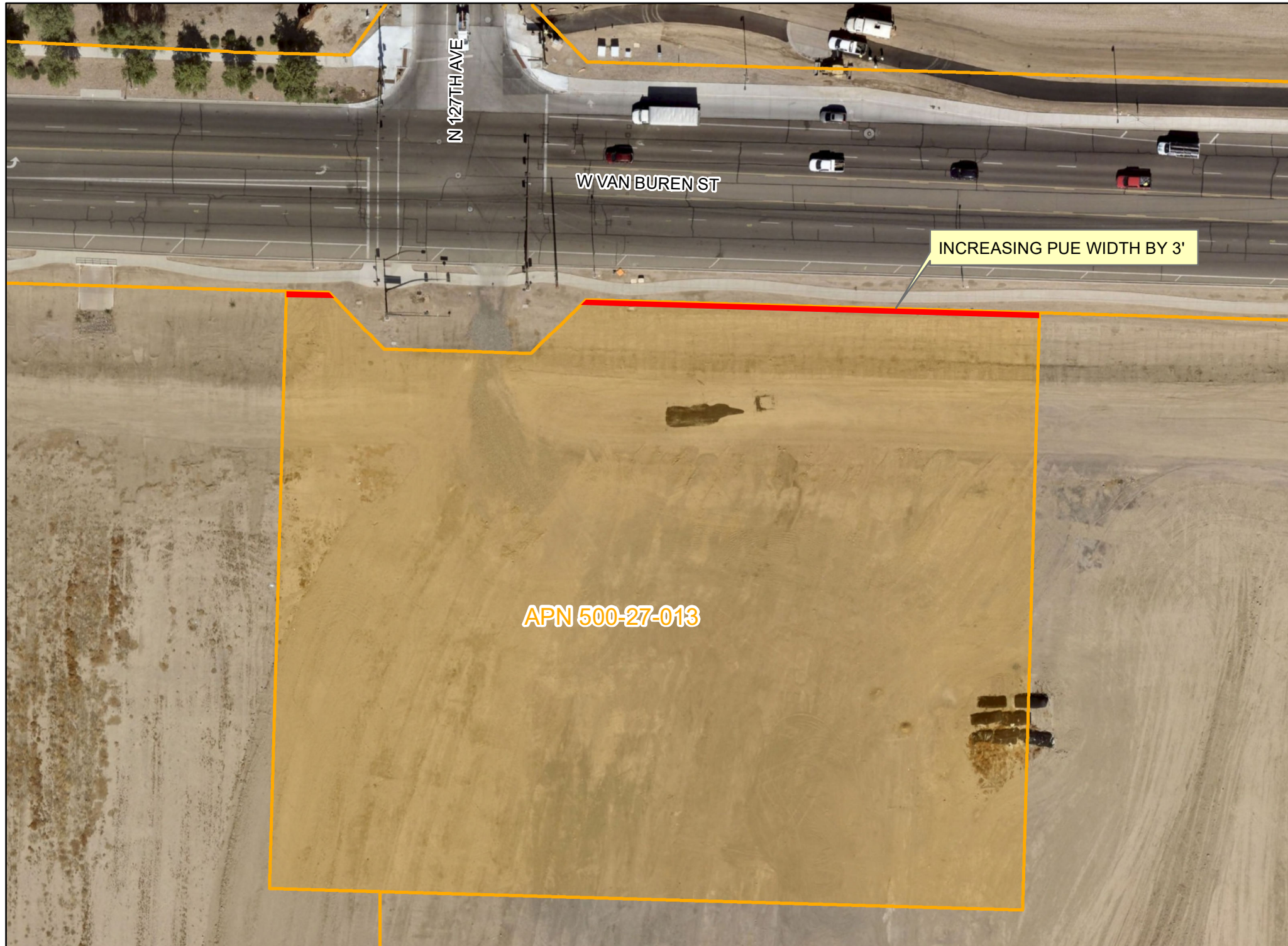
RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance increasing the width of public utility easement for the new Fire Station No.175 and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

Contact person for document distribution: Rick Carr

FIRE STATION 175 PUE INCREASE EXHIBIT

0 25 50 100 Feet



ORDINANCE NO. 2017-0322

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DESIGNATING REAL PROPERTY FOR PUBLIC USE AS A PUBLIC UTILITY EASEMENT.

WHEREAS, the Council of the City of Avondale (the “City Council”) approved the Final Plat for the City of Avondale Van Buren Fire Station Facility, on June 7, 2021 (the “Fire Station Project”) which included an eight foot wide public utility easement (the “Easement”); and

WHEREAS, as a result of Fire Station Project, it has been determined that Easement area must be widened; and

WHEREAS, the City of Avondale (the “City”) desires to designate real property for an additional easement as necessary for the completion of the Fire Station Project.

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

SECTION 1. An easement is hereby granted along the real property, being portions of Lots 3 and 5 per book 1597, page 25, of the Maricopa County Recorder’s Office, generally located along Van Buren Street, west of El Mirage Road, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (the “Additional Easement”).

SECTION 2. The Additional Easement is hereby designated as a public utility easement by the City.

SECTION 3. 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 7, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2017-0322

[Legal Description and Map of Additional Easement]

See following pages.

EXHIBIT "A"
DESCRIPTION FOR
ADDITIONAL 3' P.U.E. ON LOTS 3 & 5
PER BOOK 1597, PAGE 25, (M.C.R.)

OF A PORTION OF LOTS 3 AND 5 OF BOOK 1597, PAGE 25, MARICOPA COUNTY RECORDER'S OFFICE, (M.C.R.), SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, 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 11, MARKED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 88°22'19" EAST (**BASIS OF BEARING**), A DISTANCE OF 2,638.78 FEET;

THENCE ALONG SAID LINE, SOUTH 88°22'19" EAST, A DISTANCE OF 1,227.53 FEET;

THENCE DEPARTING SAID LINE, SOUTH 01°37'41" WEST, A DISTANCE OF 65.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 3, MARKED BY A REBAR WITH CAP RLS #35113;

THENCE ALONG THE WEST BOUNDARY LINE OF SAID LOT, SOUTH 01°37'41" EAST, A DISTANCE OF 8.00 FEET, TO THE **POINT OF BEGINNING (P.O.B.)**;

THENCE SOUTH 88°22'19" EAST, A DISTANCE OF 19.90 FEET;

THENCE SOUTH 44°00'09" EAST, A DISTANCE OF 4.29 FEET;

THENCE NORTH 88°22'19" WEST, A DISTANCE OF 22.97 FEET, TO THE WEST BOUNDARY LINE OF SAID LOT 3;

THENCE ALONG SAID LINE, NORTH 01°37'41" EAST, A DISTANCE OF 3.00 FEET, TO THE **POINT OF BEGINNING**.



Title: EASEMENT DESCRIPTION

Project #: 18008012

Date: 01/21/2022

Scale: N / A

Page: 1 OF 5



EXHIBIT "A"
DESCRIPTION FOR
ADDITIONAL 3' P.U.E. ON LOTS 3 & 5
PER BOOK 1597, PAGE 25, (M.C.R.)

CONTAINING 64 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

TOGETHER WITH

A PORTION OF LOTS 3 AND 5 OF BOOK 1597, PAGE 25, MARICOPA COUNTY RECORDER'S OFFICE, (M.C.R.), SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, 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 11, MARKED BY A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 88°22'19" EAST (**BASIS OF BEARING**), A DISTANCE OF 2,638.78 FEET;

THENCE ALONG SAID LINE, SOUTH 88°22'19" EAST, A DISTANCE OF 1,979.06 FEET, TO A SPINDLE WITH TAG ILLEGIBLE;

THENCE SOUTH 0°06'12" EAST, A DISTANCE OF 65.03 FEET, TO THE NORTHEAST CORNER OF SAID LOT 5, MARKED BY A 5/8" REBAR WITH CAP GOETZ RLS# 31020;

THENCE CONTINUING ALONG SAID LINE, SOUTH 0°06'12" WEST, A DISTANCE OF 8.00 FEET, TO THE **POINT OF BEGINNING (P.O.B.)**;

THENCE SOUTH 00°06'12" EAST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 88°22'19" WEST, A DISTANCE OF 590.21 FEET;



Title: EASEMENT DESCRIPTION

Project #: 18008012

Date: 01/21/2022

Scale: N / A

Page: 2 OF 5



EXHIBIT "A"
DESCRIPTION FOR
ADDITIONAL 3' P.U.E. ON LOTS 3 & 5
PER BOOK 1597, PAGE 25, (M.C.R.)

THENCE NORTH 45°59'51" EAST, A DISTANCE OF 4.20 FEET;

THENCE SOUTH 88°22'19" EAST, A DISTANCE OF 587.19 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 1,766 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.



Title: EASEMENT DESCRIPTION

Project #: 18008012

Date: 01/21/2022

Scale: N / A

Page: 3 OF 5



EXHIBIT "B"

P.O.C.

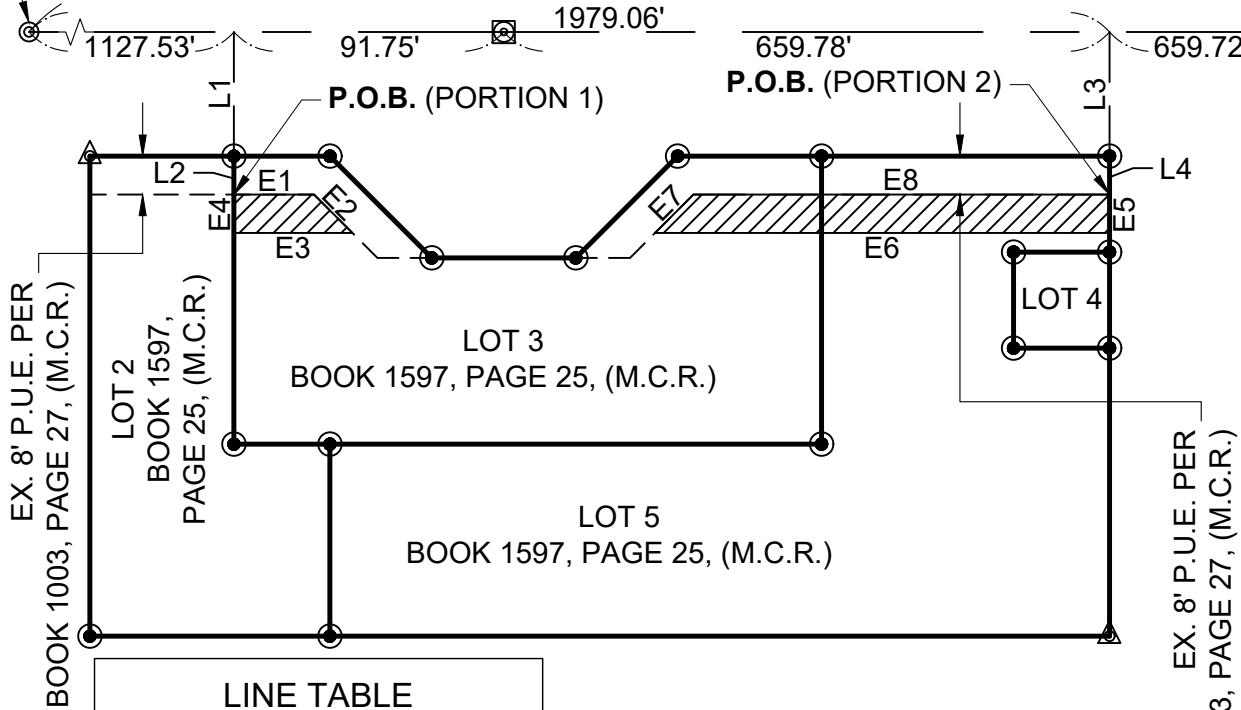
FOUND BRASS CAP FLUSH
NORTH 1/4 CORNER
SECTION 11, T1N, R1W

EXHIBIT FOR
ADDITIONAL 3' P.U.E. ON LOTS 3 & 5
PER BOOK 1597, PAGE 25, (M.C.R.)

FOUND BRASS CAP
IN HANDHOLE
NORTHEAST CORNER
SECTION 11, T1N, R1W

(BASIS OF BEARING)

S88° 22' 19"E 2638.78'



LINE TABLE

LINE	LENGTH	BEARING
E1	19.90	S88° 22' 19"E
E2	4.29	S44° 00' 09"E
E3	22.97	N88° 22' 19"W
E4	3.00	N1° 37' 41"E
E5	3.00	S0° 06' 12"E
E6	590.21	N88° 22' 19"W
E7	4.20	N45° 59' 51"E
E8	587.19	S88° 22' 19"E

LINE TABLE

LINE	LENGTH	BEARING
L1	65.00	S1° 37' 41"W
L2	8.00	S1° 37' 41"W
L3	65.03	S0° 06' 12"E
L4	8.00	S0° 06' 12"E



N. T. S.



Title: EXHIBIT

Project #: 18008012

Date: 01/21/2022

Scale: N. T. S.

Page: 4 OF 5



EXHIBIT "C"

CLOSURE REPORT FOR
ADDITIONAL 3' P.U.E. ON LOTS 3 & 5
PER BOOK 1597, PAGE 25, (M.C.R.)

CLOSURE (PORTION 1)

S88°22'19" E 19.90

S44°00'09" E 4.29

N88°22'19" W 22.97

N01°37'41" E 3.00

AREA = 64 0.001 AC

CLOSING COURSE: 92°59'58" 0.003

PRECISION: 1/15,141

NORTH ERROR: 0.000

EAST ERROR: 0.003

CLOSURE (PORTION 2)

S00°06'12" E 3.00

N88°22'19" W 590.21

N45°59'51" E 4.20

S88°22'19" E 587.19

AREA = 1,766 0.041 AC

CLOSING COURSE: 245°37'03" 0.009

PRECISION: 1/139,588

NORTH ERROR: 0.004

EAST ERROR: 0.008



Title: CLOSURE REPORT

Project #: 18008012

Date: 01/21/2022

Scale: N / A

Page: 5 OF 5



CITY COUNCIL REPORT

SUBJECT: Final Plat – Fulton Homes Acclaim Phase 1B – Application PL-21-0160

MEETING DATE: 3/7/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Director, (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategies: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.

Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will consider a request by Ms. Tricia Baird, EPS Group, Inc., for approval of a Final Plat for Fulton Homes Acclaim Phase 1B, approximately 36.47 net acres located at the northwest corner of Thomas Road and 99th Avenue. Consistent with the Preliminary Plat approved by City Council on January 19, 2021, the proposed Final Plat will create 142 single-family residential lots and fifteen (15) common area tracts for open space, landscaping, amenities, and retention areas, and will dedicate easements as needed to serve the future development. Resolutions forming a Maintenance Improvement District (MID) for all phases of the Fulton Homes Acclaim development were adopted by City Council on November 1, 2021, and recorded with the Maricopa County Recorder on November 15, 2021. The Council will take appropriate action.

BACKGROUND:

The Fulton Homes Acclaim project is 153.2 gross acres in size and is located at the northwest corner of Thomas Road and 99th Avenue. The property was annexed to the City in October 1989 with an initial zoning of Agricultural (AG), then rezoned to Community Commercial (C-2) in January 2001. It was rezoned again to the Fulton Homes Acclaim Planned Area Development (PAD) in October 2020. The approved PAD included two (2) phases of development: Phase 1 (83.7 acres with 285 single-family residential lots) and Phase 2 (69.5 acres with 296 single-family residential lots). The project has since been modified to split Phase 1 into two sub-phases (1A and 1B) and Phase 2 into three sub-phases (2A, 2B, and 2C).

A Preliminary Plat for the full Fulton Homes Acclaim project was approved by City Council on January 19, 2021. The approved Preliminary Plat divided the full project into 581 single-family residential lots in conformance with the approved PAD.

The Final Plat for the first phase of the development, Phase 1A, was approved by City Council on November 1, 2021. A Maintenance Improvement District (MID) was adopted for the entire development on this same date.

The Fulton Homes Acclaim property is designated Medium Density Residential (MDR) on the General Plan Land Use Map, as approved through a Major General Plan Amendment in October 2020 (Exhibit C). The MDR designation allows for development of planned detached single-family residential communities with larger setbacks and neighborhood facilities. The designation allows a density of 2.5 to 4 dwelling units/acre, with 2.5 units/acre as the target density. The approved Fulton Homes Acclaim PAD zoning is in conformance with the MDR designation.

The existing uses and zoning of surrounding properties include:

NORTH of the Osborn Road Alignment: Parkside Planned Area Development (PAD), a master planned 155-acre residential and mixed used development.

EAST of 99th Avenue: An undeveloped 141.42-acre property located in City of Phoenix's jurisdiction. The property is zoned Planned Unit Development – Mixed Use which allows for a combination of residential, commercial, and retail uses. The property is currently being farmed and a time frame for development is unknown.

SOUTH of Thomas Road: A 68.5-acre property zoned Agricultural (AG) with a Special Use District (SUD) overlay for the Holy Cross Cemetery and Mortuary use, which occupies the site.

WEST: Glenarm Farms, a 149-acre single-family development zoned RR-18 (Rural Residential, minimum 18,000 square foot lot area). The community is fully developed with residential homes and many with accessory structures for the keeping of horses and livestock.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Final Plat for Fulton Homes Acclaim Phase 1B (Exhibit D). In conformance with the approved Fulton Homes Acclaim Preliminary Plat, the proposed Final Plat subdivides the 36.47 net-acre phase into a total of 142 single-family residential lots. The lots created within this phase will have minimum dimensions of 45 feet by 92 feet (4,140 square feet).

Additionally, the proposed Final Plat creates fifteen (15) common area tracts (Tracts J through U, X, Y, and MM) for active and passive open space totaling approximately 12.17 acres. Open spaces within this phase of development include:

- A central park within Tract T, featuring an aquatic center, ramadas, sport courts, tot lot, turf areas, and seating.
- A neighborhood park within Tract M, featuring a ramada, tot lot, and turf area.
- Pedestrian trails within Tracts J, O, and Y.
- Landscaping and drainage features across multiple tracts.

Access to Fulton Homes Acclaim Phase 1B will be provided directly from 99th Avenue, via the proposed Earle Drive. All streets within the interior of the project will be public. The developer will be responsible for the construction of all water and sewer infrastructure needed to serve the planned development.

The Fulton Homes Acclaim Homeowners Association will be responsible for maintaining all open space areas, landscape tracts, and right-of-way landscaping. On November 1, 2021, City Council adopted Resolutions 1091-1121 and 1092-1121 to form Maintenance Improvement District (MID) No. 24 for the entire Fulton Homes Acclaim subdivision. These resolutions were then recorded with the Maricopa County Recorder on November 15, 2021. 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 residents to cover the maintenance costs.

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 and Fulton Homes Acclaim Planned Area Development (PAD), as amended, and meets all conditions of these prior approvals.
- The proposed Final Plat conforms to the approved Preliminary Plat for Fulton Homes Acclaim and dedicates easements as necessary to serve the future development.
- All conditions of Fulton Homes Acclaim Preliminary Plat approval that are required to be completed prior to Final Plat approval have been completed.

DISCUSSION:

The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations. The proposed Final Plat is in conformance with the Fulton Homes Acclaim PAD Development Plan, including conditions of approval. The proposed Final Plat is in conformance with the approved Fulton Homes Acclaim Preliminary Plat, including conditions of approval. 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.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

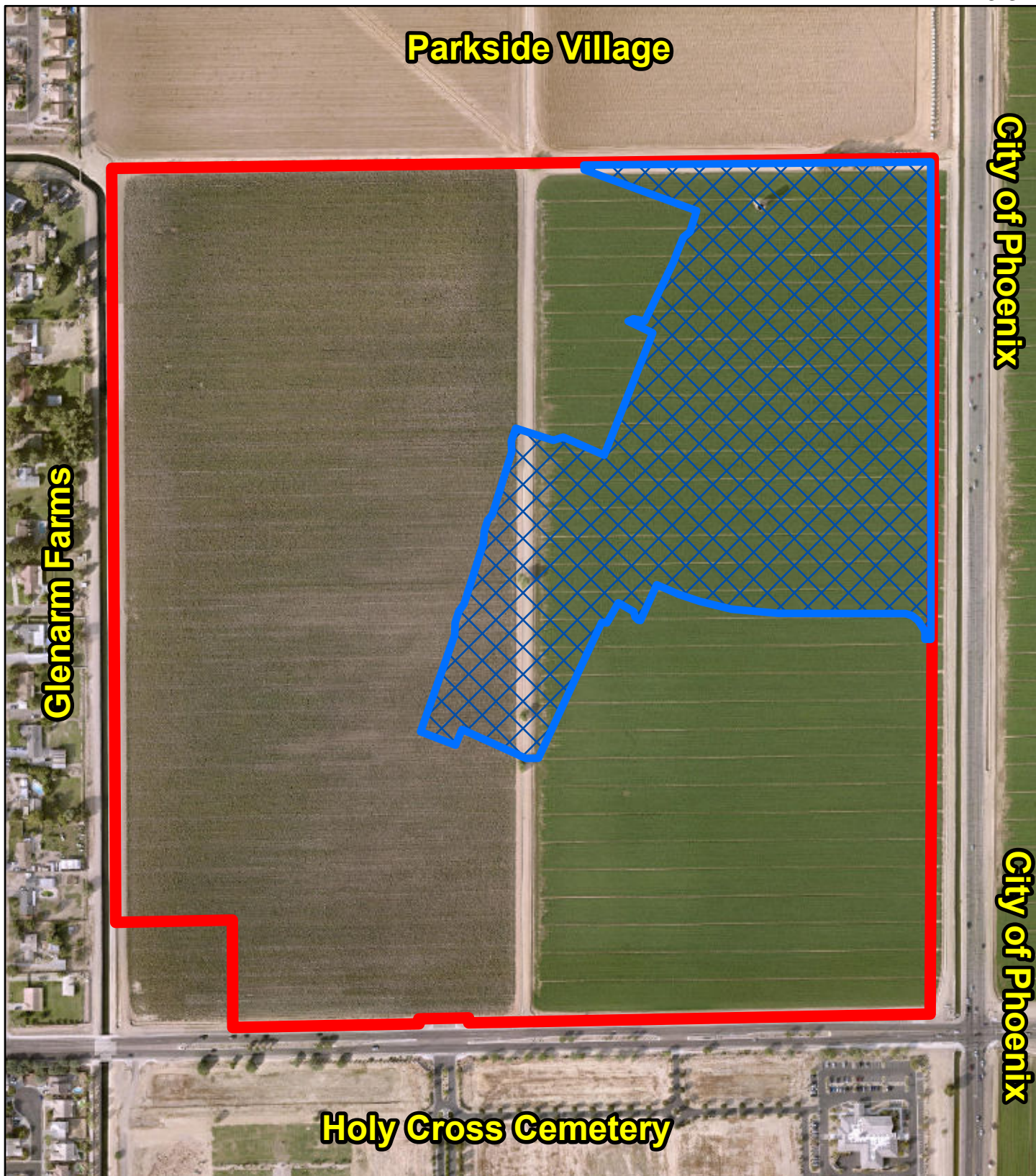
Staff recommends that City Council **APPROVE** Application PL-21-0160, a request for approval of the Final Plat for Fulton Homes Acclaim Phase 1B, subject to the following three (3) conditions of approval:

1. The recorded plat shall be in conformance with the Fulton Homes Acclaim Phase 1B Final Plat submitted on January 5, 2022.
2. Development shall occur in accordance with the approved PAD, including any amendments thereto. Off-site improvements must be completed by the developer as stipulated with zoning approval.
3. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required prior to issuance of any permits for this project.

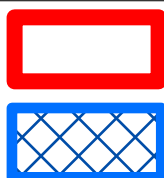
RECOMENDED MOTION

I move that City Council **APPROVE** Application PL-21-0160 a request for approval of a Final Plat for Fulton Homes Acclaim Phase 1B subject to three (3) conditions as included in the staff report.

Contact person for document distribution:



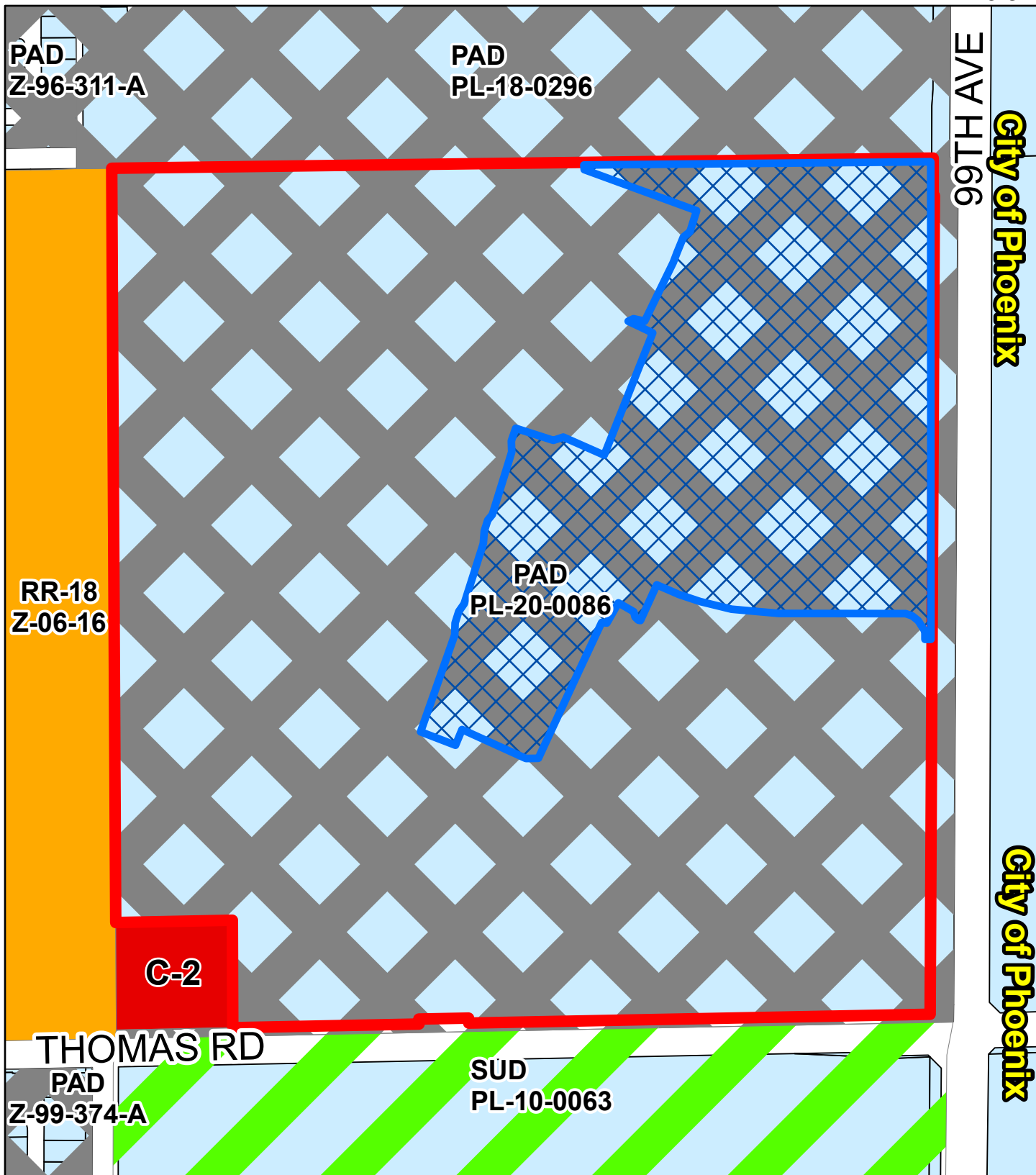
Aerial Photograph



Fulton Homes Acclaim

Fulton Homes Acclaim Phase 1B





Zoning Vicinity

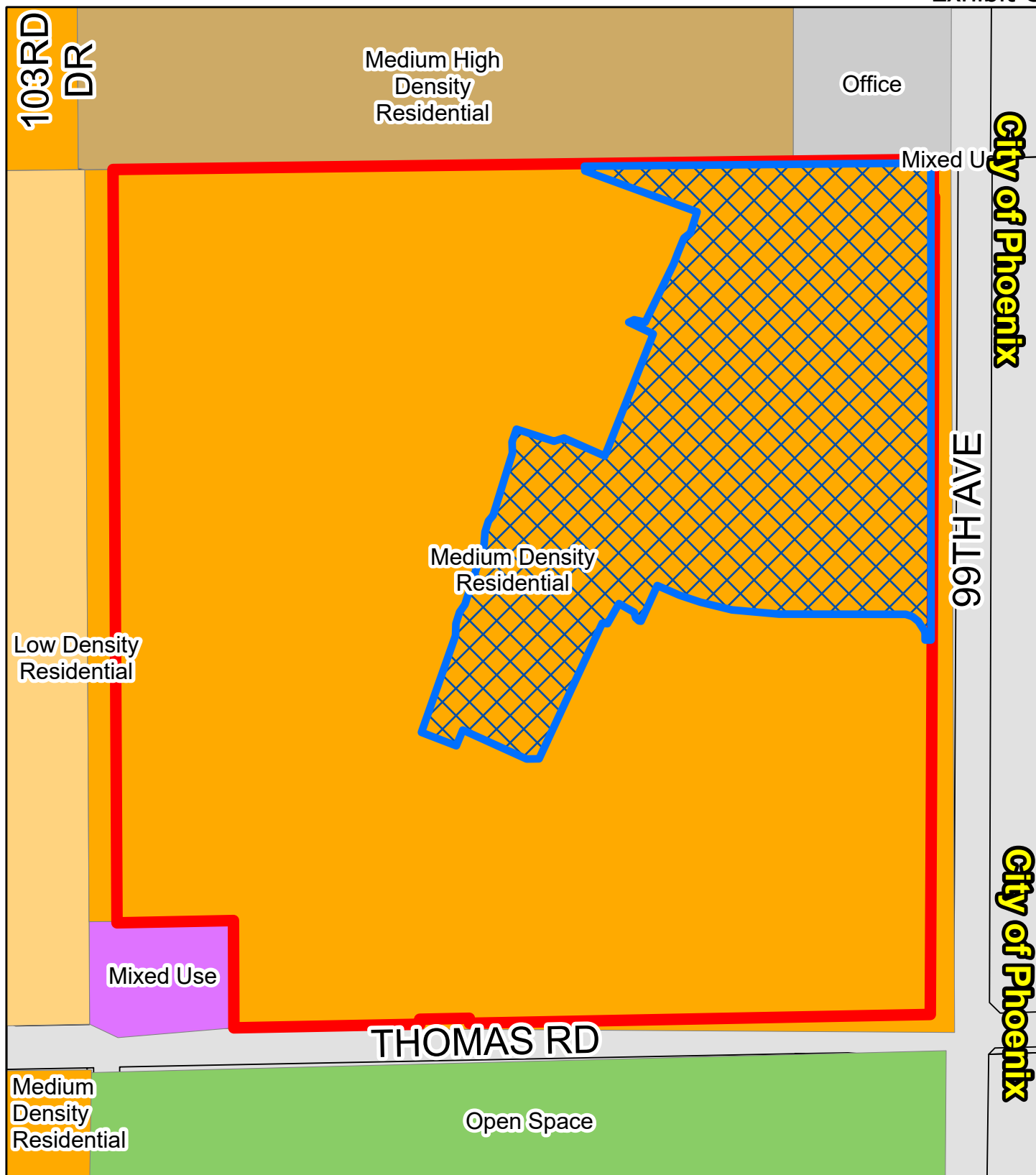


Fulton Homes Acclaim



Fulton Homes Acclaim Phase 1B





General Plan Land Use



Fulton Homes Acclaim



Fulton Homes Acclaim Phase 1B



DEDICATION

STATE OF ARIZONA

COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

THAT FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "FULTON HOMES ACCLAIM - PHASE 1B", SITUATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF EACH OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT THE STREETS, LOTS, TRACTS AND EASEMENTS SHALL BE KNOWN BY THE NAME, NUMBER OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

OWNER HEREBY DEDICATES IN FEE, ALL RIGHTS TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

TRACTS J, K, L, M, MM, N, O, P, Q, R, S, T, U, X AND Y ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

THAT PUBLIC UTILITY EASEMENTS (PUE) SHOWN HEREON ARE DEDICATED TO THE CITY OF AVONDALE.

THAT RIGHT-OF-WAY SIGHT VISIBILITY TRIANGLE EASEMENTS ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AT ALL INTERSECTIONS WITH A PUBLIC STREET, 33' X 33' AT INTERSECTIONS.

TRACT T IS A PRIVATE ROADWAY EASEMENT DEDICATED OF FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. THE ROADWAY EASEMENT IS FOR THE PURPOSES OF: INGRESS/EGRESS, EMERGENCY VEHICLE ACCESS, PUBLIC UTILITIES, AND PEDESTRIAN ACCESS.

THE CITY IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS M, O & T. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A HOMEOWNERS' ASSOCIATION FORMED OVER THIS SUBDIVISION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS, AND/OR HARDSCAPE.

A TEMPORARY WATER LINE EASEMENT IS DEDICATED TO THE CITY OF AVONDALE.

IN WITNESS WHEREOF:

FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THIS ____ DAY OF _____, 2021.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ BEING DULY AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

LENDER OWNER STATEMENT

THE UNDERSIGNED, AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST DOCUMENT RECORDED IN DOCUMENT NO. 2021-0782699 OF THE MARICOPA COUNTY RECORDER, HEREBY RELEASES ALL THAT REAL PROPERTY IDENTIFIED AS PUBLIC STREETS, TRACTS J, K, L, M, MM, N, O, P, Q, R, S, T, U, X AND Y, FROM THE LIEN AND SECURITY INTEREST OF THE DEED OF TRUST DATED AS OF JUNE 28, 2021 BY FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR, TO BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE. FURTHER, THE UNDERSIGNED CONSENTS TO THE DRAINAGE, RETENTION, UTILITY AND OTHER EASEMENTS FOR PUBLIC PURPOSES DESCRIBED ON THIS PLAT. THIS PARTIAL RELEASE SHALL IN NO WAY AFFECT OR OPERATE TO DISCHARGE THE LIEN OF THE DEED OF TRUST WITH RESPECT TO ANY OTHER OF THE PREMISES DESCRIBED ON THIS PLAT, BUT SHALL RELEASE THEREFROM ONLY THE REAL ESTATE WHICH IS DESCRIBED ABOVE, THE UNRELEASED REAL ESTATE COVERED BY THE DEED OF TRUST SHALL REMAIN AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AND THE FULL PERFORMANCE OF ALL THE COVENANTS AND OBLIGATIONS SECURED THEREBY.

IN WITNESS WHEREOF, THIS PARTIAL RELEASE AND RECONVEYANCE OF DEED OF TRUST HAS BEEN EXECUTED AND DELIVERED THIS ____ DAY OF _____, 2021.

BY: M&T BANK, A NEW YORK CORPORATION, AS BENEFICIARY

BY: _____

THOMAS M. DALY

ITS: VICE PRESIDENT

BY: FULTON HOMES CORPORATION, AN ARIZONA CORPORATION, AS TRUSTOR

BY: _____

NORMAN LEE NICHOLLS

ITS: PRESIDENT

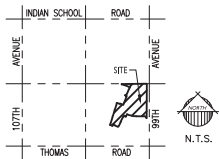
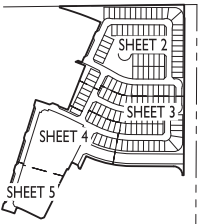
100-YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-5776 ARIZONA REVISED STATUTES.

FINAL PLAT

FULTON HOMES ACCLAIM - PHASE 1B
A PORTION OF SOUTHEAST QUARTER OF
SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE
GLA AND SALT RIVER MERIDIAN
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

KEY MAP



SEC. 29
T.2 N. R.1 E.
VICINITY MAP

OWNER

FULTON HOMES CORPORATION
9140 S. KYRENE ROAD
SUITE 202
TEMPE, AZ 85284

DEVELOPER

FULTON HOMES OF ARIZONA
9140 S. KYRENE
SUITE 202
TEMPE, AZ 85284
TEL (480) 503-2250
CONTACT: BRIAN NICHOLLS, PE
EMAIL: BRIANNICHOLLS@EPSGROUPINC.COM

ENGINEER

EPS GROUP, INC.
11330 N. ALMA SCHOOL ROAD
SUITE 120
MESA, AZ 85201
TEL (480) 503-2250
CONTACT: BRIAN NICHOLLS, PE
EMAIL: BRIANNICHOLLS@EPSGROUPINC.COM

SHEET INDEX

- COVER, NOTES, DEDICATION, SITE DATA, BASIS OF BEARING, LEGAL DESCRIPTIONS & CERTIFICATIONS
- 2-5 FINAL PLAT
- 6 LOT AREA TABLES & TRACT AREA & USE TABLE AND LINE & CURVE TABLES

SITE DATA

ZONING	C-2
NUMBER OF LOTS	142
NUMBER OF TRACTS	15
LOT AREA PER DWELLING UNIT	4,498 SF
LOTS AREA	14,6615 ACRES
OPEN SPACE AREA	12,1656 ACRES
RIGHT-OF-WAY AREA	9,8634 ACRES
TOTAL AREA	36,4705 ACRES

REFERENCE DOCUMENTS

- (R1) UNRECORDED ALTA/NSPS LAND TITLE SURVEY BY CLOUSE ENGINEERING, INC., JOB NO. 191203
- (R2) PLSS SUBDIVISION RECORD OF SURVEY GDACS, BOOK 699, PAGE 26, MCR.

BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, ALSO BEING THE CENTER LINE OF 99TH AVENUE PER THE PLSS SUBDIVISION GDACS RECORD OF SURVEY, RECORDED IN BOOK 699, PAGE 26, MARICOPA COUNTY RECORDS. THE BEARING OF WHICH IS:

SOUTH 00 DEGREES 18 MINUTES 10 SECONDS WEST

APPROVALS & ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA.

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA THIS ____ DAY OF _____, 2021.

MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CERTIFICATION

I, MICHAEL D. POLLOCK, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT WAS PREPARED FROM A FIELD SURVEY MADE UNDER MY DIRECTION IN DECEMBER 2020, THAT THE SURVEY IS TRUE AND CORRECT AND THAT THE MONUMENTS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MICHAEL D. POLLOCK
EPS GROUP INC.
11330 N. ALMA SCHOOL RD.
SUITE 120
MESA, AZ 85201
480-503-2250

REGISTRATION NO. 45378

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

LEGAL DESCRIPTION (CONT'D)

THENCE SOUTH 68 DEGREES 32 MINUTES 35 SECONDS EAST, 86.11 FEET;
THENCE NORTH 21 DEGREES 27 MINUTES 25 SECONDS EAST, 405.11 FEET;
THENCE NORTH 68 DEGREES 32 MINUTES 35 SECONDS WEST, 88.87 FEET;
THENCE NORTH 66 DEGREES 53 MINUTES 03 SECONDS EAST, 23.68 FEET;
THENCE SOUTH 67 DEGREES 00 MINUTES 55 SECONDS EAST, 35.10 FEET;
THENCE NORTH 23 DEGREES 33 MINUTES 35 SECONDS EAST, 50.00 FEET;
THENCE NORTH 69 DEGREES 08 MINUTES 45 SECONDS EAST, 8.40 FEET;
THENCE NORTH 23 DEGREES 33 MINUTES 35 SECONDS EAST, 176.20 FEET;
THENCE NORTH 20 DEGREES 49 MINUTES 09 SECONDS WEST, 3.62 FEET;
THENCE NORTH 24 DEGREES 38 MINUTES 09 SECONDS EAST, 50.01 FEET;
THENCE NORTH 69 DEGREES 11 MINUTES 22 SECONDS EAST, 8.41 FEET;
THENCE NORTH 23 DEGREES 39 MINUTES 21 SECONDS EAST, 86.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 23 DEGREES 39 MINUTES 21 SECONDS WEST A DISTANCE OF 2722.72 FEET;
THENCE NORTHWESTERLY 371.61 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 7 DEGREES 49 MINUTES 12 SECONDS;
THENCE ON A NON-TANGENT LINE NORTH 0 DEGREES 42 MINUTES 51 SECONDS WEST, 11.31 FEET;
THENCE NORTH 89 DEGREES 17 MINUTES 09 SECONDS EAST, 1064.80 FEET TO THE POINT OF BEGINNING.

NOTES

- ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE FULTON HOMES ACCLAIM HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SERVICE TYPE FENCES.
- ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL OF THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
- THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
- STORM DRAIN PIPES FROM A CATCH BASIN TO THE RETENTION BASIN SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALL SPILLWAYS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THE CITY SHALL MAINTAIN CATCH BASINS AND SCUPPERS WITHIN CITY RIGHT-OF-WAY.
- THE PRIVATE ROADWAY EASEMENT WILL BE MAINTAINED BY THE FULTON HOMES ACCLAIM COMMUNITY ASSOCIATION.

TEMPORARY WATER LINE EASEMENT

THAT ALGODON CENTER, LLP HEREBY DEDICATES TO A TEMPORARY WATER LINE EASEMENT TO THE CITY OF AVONDALE, DIMENSIONS AND LOCATION OF SAID WATER LINE EASEMENT ARE SHOWN HEREON.

ALGODON CENTER LLP, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THIS ____ DAY OF _____, 2021.

ACKNOWLEDGMENT

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS ____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ BEING DULY AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS PLAT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

11330 N. Alma School Rd. Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.805.1799
www.epsgruoupllc.com



FULTON HOMES ACCLAIM - PHASE 1B
AVONDALE, ARIZONA
FINAL PLAT

Project

Revisions:



Drawn by: LPT
Reviewed by: MDP



Job No.

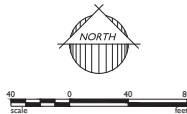
20-0146

COVER

Sheet No.

1
of 6

- LEGEND**
- FND MON. IN HANDHOLE AS NOTED
 - FND MON. FLUSH AS NOTED
 - ◆ IRON PIPE AS NOTED
 - FND MON. AS NOTED
 - SET MON. AS NOTED
 - FND FOUND
 - MON. MONUMENT
 - BCHH BRASS CAP IN HAND HOLE
 - BCF BRASS CAP FLUSH
 - BC BRASS CAP
 - IP IRON PIPE
 - SFNF SEARCHED FOR NOT FOUND
 - G&SRM GLA AND SALT RIVER MERIDIAN
 - MCR MARICOPA COUNTY RECORDER
 - DOC. DOCUMENT
 - DKT. DOCKET
 - BK. BOOK
 - PG. PAGE
 - R/W RIGHT OF WAY
 - PUE PUBLIC UTILITY EASEMENT
 - SVTE SIGHT VISIBILITY TRIANGLE EASEMENT
 - VNAE VEHICLE NON-ACCESS EASEMENT
- BOUNDARY LINE
PARCEL LINE
SECTION LINE
MID-SECTION LINE
QUARTER-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE



1130 N. Alma School Rd. Suite 120
Avondale, AZ 85003
T: 480.503.2260 F: 480.805.1799
www.epsgroupinc.com

Project: **FULTON HOMES ACCLAIM - PHASE IB**

Revisions:

NO.	DATE	DESCRIPTION
1	06/04/2022	ISSUED FOR PERMIT

Drawn by: LPT
Reviewed by: MCP

Job No.: **20-0146**

PLAT

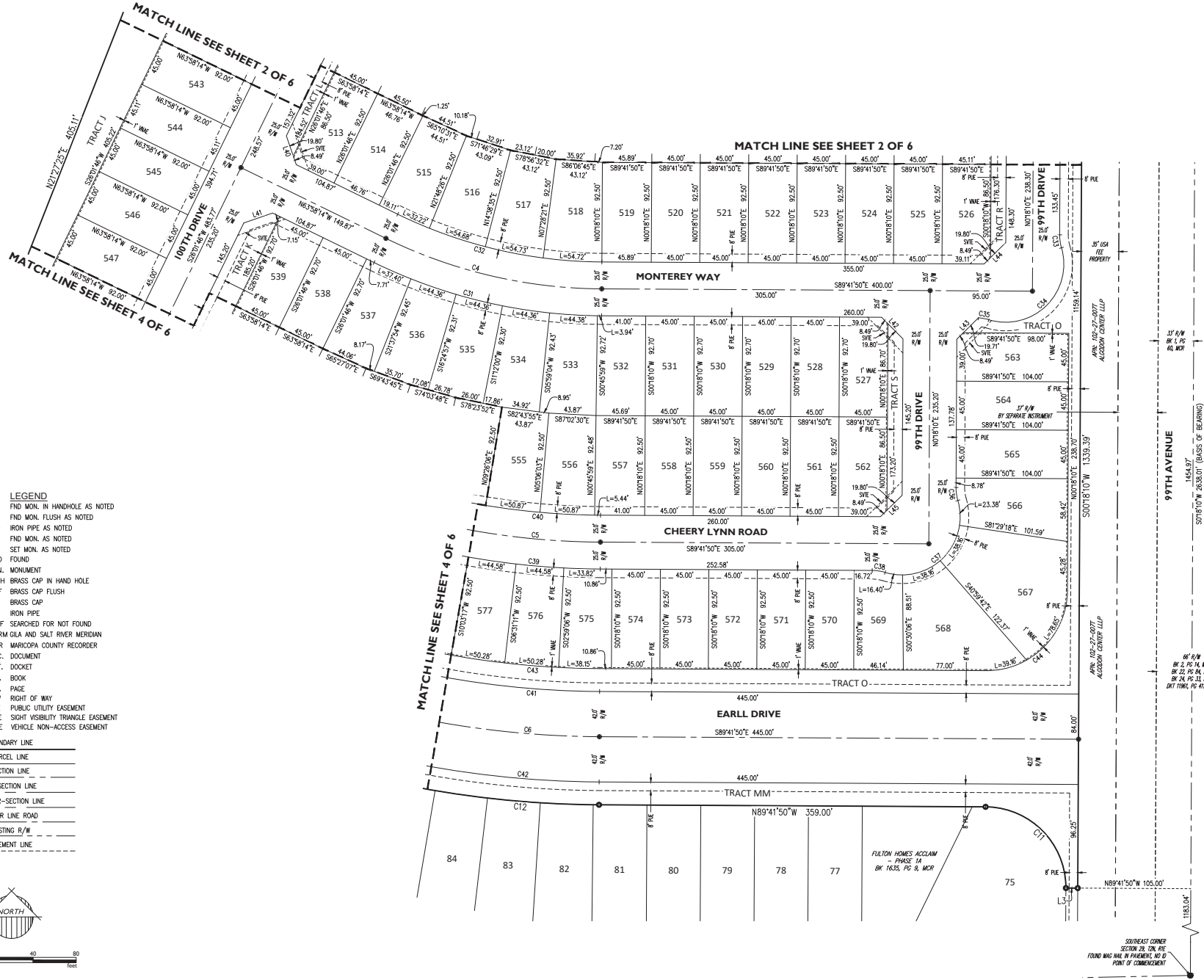
Sheet No.: **2** of 6

40 0 40 80
feet

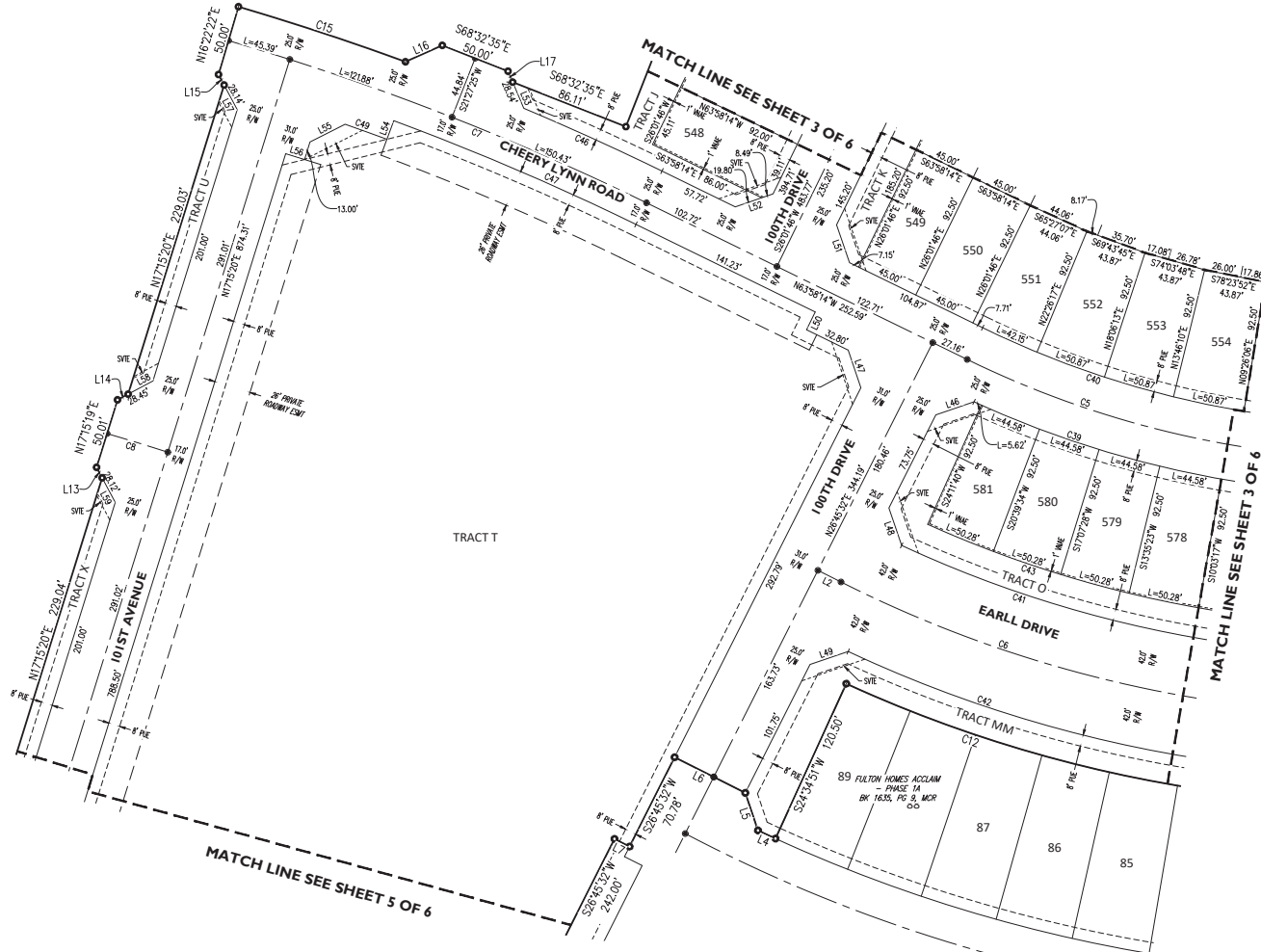


—	BOUNDARY LINE
—	PARCEL LINE
—	SECTION LINE
—	MID-SECTION LINE
—	QUARTER-SECTION LINE
—	CENTER LINE ROAD
—	EXISTING R/W
—	EASEMENT LINE

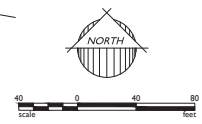
- LEGEND**
- FND MON. IN HANDHOLE AS NOTED
 - FND MON. FLUSH AS NOTED
 - ⊕ IRON PIPE AS NOTED
 - FND MON. AS NOTED
 - SET MON. AS NOTED
 - FND FOUND
 - MON. MONUMENT
 - BCHH BRASS CAP IN HAND HOLE
 - BCF BRASS CAP FLUSH
 - BC BRASS CAP
 - IP IRON PIPE
 - SPNF SEARCHED FOR NOT FOUND
 - G&S&M O&A AND S&T RIVER MERIDIAN
 - MCR MARICOPA COUNTY RECORDER
 - DOC. DOCUMENT
 - DKT. DOCKET
 - BK. BOOK
 - PG. PAGE
 - R/W RIGHT OF WAY
 - PUE PUBLIC UTILITY EASEMENT
 - SVTE SIGHT VISIBILITY TRIANGLE EASEMENT
 - VNAE VEHICLE NON-ACCESS EASEMENT



APR 102-27-0075
FULTON HOMES
CORPORATION



- LEGEND**
- FND MON. IN HANDHOLE AS NOTED
 - FND MON. FLUSH AS NOTED
 - ⊕ IRON PIPE AS NOTED
 - FND MON. AS NOTED
 - SET MON. AS NOTED
 - FND FOUND
 - MON. MONUMENT
 - BOHH BRASS CAP IN HAND HOLE
 - BCF BRASS CAP FLUSH
 - BC BRASS CAP
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Phoenix, AZ 85018
T: 480.503.2260 F: 480.805.1799
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EPS GROUP

FULTON HOMES ACCLAIM - PHASE 1B

AVONDALE, ARIZONA

FINAL PLAT

Project: _____

Revisions: _____

Drawn by: LPT

Reviewed by: MDP

APPROVED AND SEALED

45378
MICHAEL D. POLLOCK
P.L.L.C.

Job No.
20-0146

PLAT

Sheet No.
4
of 6



TRACT T

PINCH

FULTON HOMES' ACCLAIM
- PHASE 1A
BK 1635, PG 9, MCR

FULTON HOMES ACCLAM
- PHASE 1A
BK 1635, PG 2, MCH

LEGEND

- FND MON. IN HANDHOLE AS NOTED
- ◆ FND MON. FLUSH AS NOTED
- IRON PIPE AS NOTED
- ◆ FND MON. AS NOTED
- SET MON. AS NOTED

FND FOUND

MON. MONUMENT

BCHM BRASS CAP IN HAND HOLE

BCF BRASS CAP FLUSH

BC BRASS CAP

IP IRON PIPE

SFNF SEARCHED FOR NOT FOUND

G&S&M GLA AND SALT RIVER MERIDIAN

MCR MARICOPA COUNTY RECORDER

DOC. DOCUMENT

DKT. DOCKET

BK. BOOK

PG. PAGE

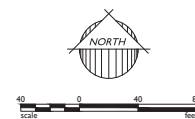
R/W RIGHT OF WAY

PUE PUBLIC UTILITY EASEMENT

SVTE VISIBILITY TRANGLE EASEMENT

VNAE VEHICLE NON-ACCESS EASEMENT

BOUNDARY LINE
PARCEL LINE
SECTION LINE
MID-SECTION LINE
QUARTER-SECTION LINE
CENTER LINE ROAD
EXISTING R/W
EASEMENT LINE



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°16'10"W	29.00'
L2	N63°14'28"W	18.28'
L3	N89°41'50"W	11.00'
L4	N65°03'03"W	13.65'
L5	N18°41'32"W	28.06'
L6	N63°14'28"W	56.00'
L7	N63°14'28"W	12.00'
L8	S63°14'28"E	12.00'
L9	S71°20'58"W	28.49'
L10	N61°17'02"E	8.62'
L11	N28°09'46"W	8.42'
L12	N61°51'11"E	8.54'
L13	N28°09'46"W	8.43'
L14	N61°51'51"E	8.53'
L15	N28°01'55"W	8.44'
L16	N65°55'55"E	28.54'
L17	S23°01'05"E	8.41'
L18	N66°53'03"E	23.68'
L19	S67°00'50"E	35.10'
L20	N69°08'45"E	8.40'
L21	N20°49'09"W	3.62'
L22	N69°11'22"E	8.41'
L23	N00°42'51"W	11.31'
L24	N69°11'22"E	20.10'
L25	N20°49'09"W	24.44'
L26	N40°33'38"W	8.00'
L27	S57°28'10"W	33.61'
L28	N44°41'50"W	28.28'
L29	S45°16'10"W	28.28'
L30	N44°41'50"W	28.28'
L31	N55°41'02"W	24.66'
L32	N18°42'43"W	8.00'
L33	S45°16'10"W	28.28'
L34	S44°41'50"E	26.25'
L35	N44°41'50"W	28.28'
L36	S72°42'43"W	27.44'
L37	S18°08'37"E	28.69'
L38	N19°56'44"W	28.49'
L39	N69°08'45"E	20.13'
L40	S18°58'14"E	28.28'

LINE TABLE		
LINE	BEARING	LENGTH
L41	S71°01'46"W	28.28'
L42	N44°41'50"W	28.28'
L43	S45°16'10"W	28.19'
L44	N45°16'10"E	28.28'
L45	N45°16'10"E	28.28'
L46	S71°05'23"W	28.61'
L47	S18°36'21"E	28.10'
L48	S18°48'50"E	28.00'
L49	N71°14'18"E	28.54'
L50	S26°01'46"W	14.00'
L51	S18°58'14"E	28.28'
L52	S71°01'46"W	28.28'
L53	S23°01'05"E	20.14'
L54	N20°16'30"E	14.00'
L55	N63°08'30"E	27.84'
L56	S72°44'40"W	14.00'
L57	S28°01'55"E	19.70'
L58	S61°55'31"W	19.91'
L59	S28°05'07"E	19.68'
L60	S61°51'11"W	19.94'
L61	S28°09'46"E	19.66'
L62	S61°17'02"W	20.14'
L63	N72°44'40"W	14.00'
L64	N17°15'20"E	21.28'
L65	N26°36'46"W	28.84'
L66	N89°41'50"W	37.00'
L67	S89°41'50"E	37.00'
L68	N00°16'10"E	20.00'
L69	N00°16'10"E	20.00'
L70	N00°16'10"E	20.00'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG	
C1	51.00'	2605.66'	1°07'17"	51.00'	N65°55'29"W	
C2	308.77'	2371.00'	7°27'41"	308.55'	N62°51'38"W	
C3	186.73'	350.00'	30°34'03"	184.52'	S74°24'49"E	
C4	207.58'	462.30'	25°43'36"	205.84'	S76°50'02"E	
C5	313.19'	697.50'	25°43'36"	310.56'	S76°50'02"E	
C6	405.53'	878.25'	26°27'22"	401.94'	S76°28'09"E	
C7	317.70'	1885.00'	9°39'24"	317.32'	N68°47'56"W	
C8	45.00'	1594.00'	1°37'03"	45.00'	N72°55'57"W	
C9	45.00'	1303.00'	1°58'44"	45.00'	N73°00'55"W	
C10	114.14'	1007.00'	6°25'40"	114.08'	N71°59'45"W	
C11	117.81'	75.00'	90°00'00"	106.07'	N44°41'50"W	
C12	398.95'	941.50'	24°16'41"	395.97'	N77°33'29"W	
C13	84.94'	1038.00'	4°41'18"	84.91'	N66°24'16"W	
C14	111.31'	982.00'	6°25'40"	111.25'	N71°59'45"W	
C15	124.49'	1910.00'	3°44'03"	124.46'	S71°45'37"E	
C16	371.61'	2722.72'	7°49'12"	371.33'	N70°15'15"W	
C17	79.08'	54.00'	83°54'28"	72.20'	S66°35'23"W	
C18	13.37'	42.00'	18°14'27"	13.31'	S80°34'36"E	
C19	12.17'	42.00'	16°35'52"	12.12'	N82°00'14"E	
C20	116.11'	54.00'	123°11'44"	95.00'	N44°41'50"W	
C21	12.17'	42.00'	16°35'52"	12.12'	S08°36'06"W	
C22	244.53'	54.00'	259°26'59"	83.07'	S39°25'19"E	
C23	23.57'	17.00'	79°26'59"	21.73'	S60°34'41"W	
C24	117.17'	54.00'	124°19'11"	95.50'	N45°19'33"W	
C25	12.17'	42.00'	16°35'52"	12.12'	S08°36'06"W	
C26	173.39'	325.00'	30°34'03"	171.34'	S74°24'49"E	
C27	200.06'	375.00'	30°34'03"	197.70'	S74°24'49"E	
C28	50.42'	2346.00'	1°13'53"	50.42'	N59°44'44"W	
C29	215.70'	2396.00'	5°09'29"	215.63'	N61°42'32"W	
C30	164.85'	2346.00'	4°01'34"	164.82'	N64°34'25"W	
C31	218.80'	487.30'	25°43'36"	216.97'	S76°50'02"E	
C32	196.35'	437.30'	25°43'36"	194.71'	S76°50'02"E	
C33	12.17'	42.00'	16°35'52"	12.12'	S07°59'46"E	
C34	116.11'	54.00'	123°11'44"	95.00'	N45°16'10"E	
C35	9.81'	42.00'	13°22'53"	9.79'	N79°47'24"W	
C36	12.17'	42.00'	16°35'52"	12.12'	S07°59'46"E	
C37	116.11'	54.00'	123°11'44"	95.00'	N45°16'10"E	
C38	12.17'	42.00'	16°35'52"	12.12'	N81°23'54"W	
C39	306.89'	722.50'	24°20'13"	304.59'	S77°31'43"E	
C40	301.96'	672.50'	25°43'36"	299.43'	S76°50'02"E	
C41	359.41'	836.25'	24°37'31"	356.65'	S77°23'04"E	
C42	398.20'	920.25'	24°47'33"	395.10'	S77°18'04"E	
C43	339.84'	815.00'	23°33'30"	337.39'	S77°45'05"E	
C44	117.81'	75.00'	90°00'00"	106.07'	N45°16'10"E	
C45	117.81'	75.00'	90°00'00"	106.07'	N44°41'50"W	
C46	107.43'	1910.00'	3°13'21"	107.41'	N65°34'55"W	
C47	186.52'	1868.00'	5°43'16"	186.45'	N66°49'52"W	
C48	21.39'	1038.00'	1°10'50"	21.39'	N69°20'20"W	
C49	31.44'	1854.00'	0°58'17"	31.44'	S70°10'39"E	

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
440	4,393	0.1008	
441	4,356	0.1000	
442	4,410	0.1012	
443	4,410	0.1012	
444	4,410	0.1012	
445	4,410	0.1012	
446	4,410	0.1012	
447	4,410	0.1012	
448	4,410	0.1012	
449	4,410	0.1012	
450	4,410	0.1012	
451	4,819	0.1106	
452	8,588	0.1971	
453	7,819	0.1795	
454	4,166	0.0956	
455	4,230	0.0971	
456	4,230	0.0971	
457	4,230	0.0971	
458	4,230	0.0971	
459	4,230	0.0971	
460	4,230	0.0971	
461	4,230	0.0971	
462	4,230	0.0971	
463	4,212	0.0967	
464	4,267	0.0980	
465	4,275	0.0981	
466	4,275	0.0981	
467	4,275	0.0981	
468	4,275	0.0981	
469	4,275	0.0981	
470	4,275	0.0981	
471	4,275	0.0981	
472	4,275	0.0981	
473	4,275	0.0981	
474	4,140	0.0950	
475	4,140	0.0950	
476	4,140	0.0950	
477	4,140	0.0950	
478	4,132	0.0949	
479	5,237	0.1202	
480	4,605	0.1057	
481	4,590	0.1054	
482	4,590	0.1054	
483	4,590	0.1054	
484	4,590	0.1054	
485	4,590	0.1054	
486	4,590	0.1054	
487	4,583	0.1052	
488	4,809	0.1104	
489	4,815	0.1105	

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
490	4,815	0.1105	
491	4,815	0.1105	
492	4,815	0.1105	
493	4,815	0.1105	
494	4,862	0.1116	
495	4,875	0.1119	
496	4,875	0.1119	
497	4,875	0.1119	
498	4,875	0.1119	
499	4,869	0.1118	
500	4,304	0.0988	
501	4,311	0.0990	
502	4,311	0.0990	
503	4,311	0.0990	
504	4,311	0.0990	
505	4,311	0.0990	
506	4,311	0.0990	
507	4,690	0.1077	
508	4,935	0.1133	
509	5,011	0.1150	
510	4,964	0.1140	
511	4,494	0.1032	
512	4,595	0.1055	
513	4,145	0.0951	
514	4,325	0.0993	
515	4,446	0.1021	
516	4,542	0.1043	
517	4,546	0.1044	
518	4,546	0.1044	
519	4,245	0.0974	
520	4,163	0.0956	
521	4,163	0.0956	
522	4,163	0.0956	
523	4,162	0.0956	
524	4,162	0.0956	
525	4,163	0.0956	
526	4,155	0.0954	
527	4,154	0.0954	
528	4,171	0.0958	
529	4,172	0.0958	
530	4,172	0.0958	
531	4,172	0.0958	
532	4,201	0.0964	
533	4,492	0.1031	
534	4,488	0.1030	
535	4,488	0.1030	
536	4,488	0.1030	
537	4,500	0.1033	
538	4,172	0.0958	
539	4,171	0.0958	

LOT AREA TABLE			
LOT #	AREA (SF)	AREA (AC)	
540	4,130	0.0948	
541	4,140	0.0950	
542	4,140	0.0950	
543	4,140	0.0950	
544	4,150	0.0953	
545	4,140	0.0950	
546	4,140	0.0950	
547	4,140	0.0950	
548	4,132	0.0949	
549	4,163	0.0956	
550	4,163	0.0956	
551	4,356	0.1000	
552	4,394	0.1009	
553	4,394	0.1009	
554	4,394	0.1009	
555	4,394	0.1009	
556	4,394	0.1009	
557	4,261	0.0978	
558	4,162	0.0956	
559	4,162	0.0956	
560	4,162	0.0956	
561	4,162	0.0956	
562	4,145	0.0951	
563	4,662	0.1070	
564	4,680	0.1074	
565	4,680	0.1074	
566	5,209	0.1196	
567	9,243	0.2122	
568	7,581	0.1740	
569	4,140	0.0952	
570	4,163	0.0956	
571	4,163	0.0956	
572	4,163	0.0956	
573	4,163	0.0956	
574	4,163	0.0956	
575	4,333	0.0995	
576	4,387	0.1007	
577	4,387	0.1007	
578	4,387	0.1007	
579	4,387	0.1007	
580	4,387	0.1007	
581	4,387	0.1007	

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
TRACT J	LANDSCAPE / OPEN SPACE / PEDESTRIAN TRAIL / *PUE	21,695	0.4981
TRACT K	LANDSCAPE / OPEN SPACE / *PUE	4,629	0.1063
TRACT L	LANDSCAPE / OPEN SPACE / *PUE	2,393	0.0549
TRACT M	LANDSCAPE / OPEN SPACE / RETENTION / AMENITY / *PUE	50,941	1.1694
TRACT MM	LANDSCAPE / OPEN SPACE / *PUE	23,858	0.5477
TRACT N	LANDSCAPE / OPEN SPACE / *PUE	2,526	0.0580
TRACT O	LANDSCAPE / OPEN SPACE / RETENTION / PEDESTRIAN TRAIL / *PUE	83,617	1.9196
TRACT P	LANDSCAPE / OPEN SPACE / *PUE	2,394	0.0550
TRACT Q	LANDSCAPE / OPEN SPACE / *PUE	2,651	0.0608
TRACT R	LANDSCAPE / OPEN SPACE / *PUE	2,272	0.0522
TRACT S	LANDSCAPE / OPEN SPACE / *PUE	2,229	0.0512
TRACT T	LANDSCAPE / OPEN SPACE / RETENTION / AMENITY / *PUE / **PRIVATE ROADWAY ESMT	320,973	7.3685
TRACT U	LANDSCAPE / OPEN SPACE / *PUE	3,010	0.0691
TRACT X	LANDSCAPE / OPEN SPACE / *PUE	3,010	0.0691
TRACT Y	LANDSCAPE / OPEN SPACE / PEDESTRIAN TRAIL / *PUE	3,743	0.0859