

SUNSET RANCH II PLANNED AREA DEVELOPMENT (P.A.D.)

STANDARDS AND GUIDELINE REPORT

East and West of Lake Pleasant Parkway and North of Williams Road
Peoria, Arizona

58 + Acres
171 Lots

Submitted by:

Woodside Encore at Sunset Ranch, LLC
1811 South Alma School Road
Suite 190
Mesa, Arizona 85210
P: 480.755.0801
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Approved January 9, 2005
Amended

Z05-25A.1 – July 24, 2006
Z05-25A.2 – May 10, 2010
Z05-25A.3 – June 7, 2012
Z05-25A.4 – April 23, 2013

PLANNED AREA DEVELOPMENT APPROVAL

P/Z Commission Date

3/7/13

City Council Approval Date

4/23/13


Planner



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School District Contact Coordination Exhibit 8

SUNSET RANCH II PAD



I. INTRODUCTION

Sunset Ranch II, Parcel H is a detached single-family residential subdivision that is complimentary, in both density and proposed product, to the goals of the City of Peoria and will enhance the utilization of land according to the established guidelines in Article 14-33 of the City's zoning ordinance. The proposed architectural style for this subdivision will be compatible and complimentary to the existing subdivisions in the northern developing areas of Peoria, including but not limited to Sunset Ranch and Ironwood. The previously approved portions of Sunset Ranch II are already in development and the newly acquired parcels will be developed in accordance to the Preliminary Development Plan. *(Refer to the attached Exhibit 4)*. Sunset Ranch II PAD amendment Z05-25A.4 adds approximately 4.93 acres of land located north of the northwest corner of Williams Road and Lake Pleasant Parkway in the City of Peoria, to be known as Sunset Ranch II, Parcel H. Sunset Ranch II property is an assemblage of 8 parcels. Sunset Ranch II is a total of 58 ± acres.

Existing Parcels A through E (APN 200-10-018, 025A, 038, 046D, 047A, 047B, 048A-C, and 053A-C) are owned by Woodside Encore at Sunset Ranch, L.L.C. Additional Property consists of Parcels E (revised) through G (APN 200-10-025A, 200-10-024, 200-10-007A, 200-10-025A and 200-10-037A-C) and is also owned by Woodside Encore at Sunset Ranch, L.L.C. and David F. Salinas and Pauline M. Salinas, trustee of the 2000 SALINAS RECOVERABLE TRUST *(See the attached Vicinity Map-Exhibit 1 and Entity Ownership Exhibit 2)* Parcel H is owned by Woodside Encore at Sunset Ranch, L.L.C. (APN 200-10-043). *(Refer to the attached Vicinity Map-Exhibit 1 and Entity Ownership)*

Sunset Ranch II, Parcel H will be designed to promote the desirability of the residential development by adopting the following design criteria:

- The house plans will meet the City of Peoria's design criteria including but not limited to desert themed exterior colors, use of exterior stone and complimentary hardscape. Housing product that will be used for Parcel H is the same as the product approved for Parcel G at Sunset Ranch II.
- Roof lines will vary from homes on adjacent lots and directly across the street from each other.



SUNSET RANCH II PAD

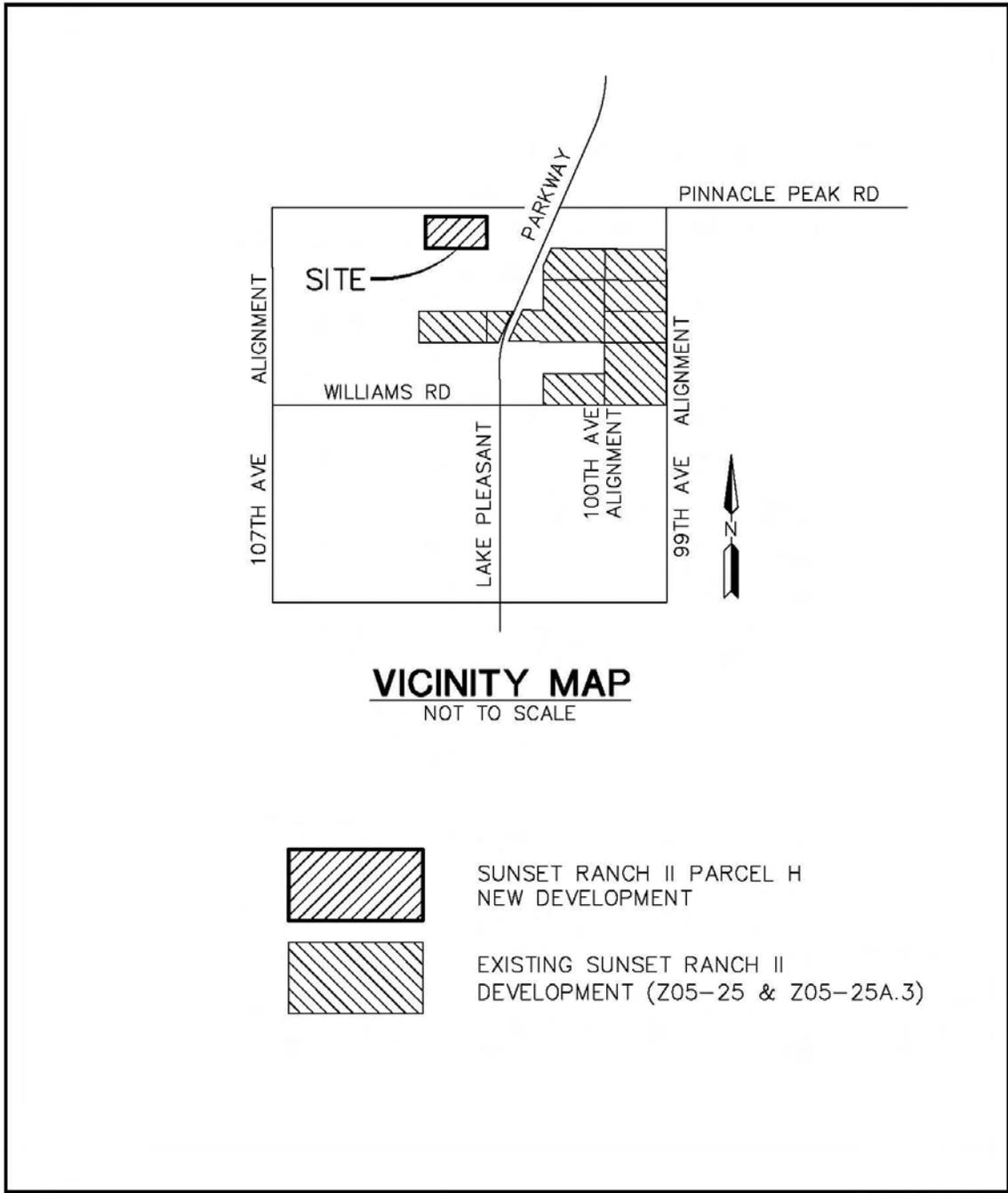


EXHIBIT 1: VICINITY MAP



II. CONSISTENCY WITH GENERAL PLAN

The development goal for the Sunset Ranch II, Parcel H P.A.D. is to provide uses and residential densities that are compatible with the long range goals of the City of Peoria's General Plan.

Sunset Ranch II is consistent with the Peoria General Plan Low Density Residential designation of the area, which allows density range of 2-5 du/ac, with a target of 3.0 du/ac. The overall Sunset Ranch II project density is **2.95 du/ac**.

III. GENERAL SITE INFORMATION AND EXISTING CONDITIONS

The site is a relatively flat, vacant parcel with natural desert terrain and is within the developing areas in northern Peoria. The gross acreage is 58 ± acres. The net acreage will be 38.76 ± acres. On the east side of Lake Pleasant Parkway, the development abuts the northerly and easterly boundary of the recorded **Sunset Ranch** subdivision (zoned P.A.D., Z00-27), and on the west side of Lake Pleasant Parkway, the development abuts the Ironwood subdivision (zoned PAD, Z96-19).

AERIAL MAP: EXHIBIT 2



A photograph of a paved road with a double yellow line down the center, lined with trees and streetlights. The text "SUNSET RANCH II PAD" is overlaid in white, semi-transparent letters.

SUNSET RANCH II PAD



IV. SURROUNDING LAND USES AND CONDITIONS

The Ironwood development is located to the west of Sunset Ranch II on the west side of Lake Pleasant Parkway. Fingers of the Ironwood development are also interspersed on the north and south sides of Sunset Ranch Parcel G and to the south of Sunset Ranch Parcel H. The property to the north of Parcel H is undeveloped and owned by the Flood Control District of Maricopa County. The property to the east, across 102nd Ave, is the Pinnacle Peak Public Safety Facility.

Primary transportation corridors in the area include Lake Pleasant Parkway running north-south, and Pinnacle Peak Road, Deer Valley Road and Williams Road running east-west. The proposed site access would be off of 102nd Avenue. Regional transportation includes the Agua Fria Freeway (Loop 101) to the south and Happy Valley Road to the north.

Lake Pleasant Parkway is the major access road to the Lake Pleasant recreational areas. The project will have access to Lake Pleasant Parkway at the Williams Road intersection. Williams Road, east of Lake Pleasant Parkway was constructed with the Sunset Ranch subdivision, and will ultimately extend easterly and connect to 91st Avenue.

Schools: *Parkridge Elementary (K-8)*, located at 9970 W. Beardsley, is approximately 1.86 miles, *Zuni Hills Elementary (K-8)* located at 10851 West Williams Road is approximately 1.05 miles, and *Liberty High School (9-12)*, located at 9621 West Speckled Gecko Drive is approximately 1.89 miles.

Shopping Facilities: *Albertson's Food and Drug Store* located at 8240 West Deer Valley Road is approximately .40 miles south. *Fry' Food and Drug* located at 8375 West Deer Valley Road is approximately 2.25 miles south. *Arrowhead Towne Center Shopping Mall* located at 7700 West Arrowhead Towne Center, Glendale is approximately 6.55 miles south. *Camino A Lago Marketplace* located at 21471 Lake Pleasant Parkway is approximately .66 miles to the north. All four corners of Lake Pleasant Parkway and Happy Valley Road (approximately 1 mile to the north) have all been developed as community commercial.

Public Recreation: *Parkridge Park* located at 9734 West Beardsley Road is approximately 2.8 miles south. *Deer Village Park* located at 21217 N. 88th Lane is approximately 3.38 miles southeast. *The Sunrise Mountain Branch Public Library* is located at Lake Pleasant Parkway and 98th Avenue, approximately 1.5 miles south. *Lake Pleasant Regional Park* - boating, skiing, camping and general lake recreation, located approximately 14 miles north.

Aerial photographs of the project area together with several photographs of the site from different directions depicting the site and area conditions are included herewith. (Refer to Exhibit 3)

V. PRELIMINARY DEVELOPMENT PLAN

Sunset Ranch II is a previously approved development with a total gross area of 53± acres with 156 dwelling units. The proposed PAD amendment will add an additional 4.93± acres and 15 dwelling units. *The Preliminary Plat is shown in Exhibit 7.*



Sunset Ranch II will be developed in multiple phases, with several of the phases already completed via the previous entitlement. (See Development Plan – Exhibit #4) Parcel H will be developed in one phase with a density of 3.04 du/ac. Sunset Ranch II will have an overall density of 2.95 du/ac.

Lots 1 through 14 within Umbria Estates (APN 200-10-007A) will have an average lot area of 8,056 sf and a minimum lot size of 7,882 sf exceeding the R1-6 standards. The average lot area for Parcels 2-7 and E,F, and G will be 10,074 sq.ft with a minimum lot size of 8,785 sq.ft.. The average lot area within Sunset Ranch II, Parcel H be 8,056 sq.ft with a minimum lot size of 8,404 sq.ft. The typical lots are maintaining a minimum width of 70 feet. This project will conform to the City of Peoria's staggered setback guidelines.

The Preliminary Plat and ALTA Survey (Exhibits 7 and 5, respectively) illustrate project access. Circulation within the site will follow a loop configuration with all weather ingress/egress access at 101st Avenue and Williams Road completed with the Sunset Ranch IIB Phase. All interior streets shall be public. Secondary access is provided by the completed half street improvements and 33' conveyed ROW and public utilities Easements at 100th Avenue at Williams Road, 99th Avenue north to Pinnacle Peak Road and 99th Avenue south to Williams Road. A 50' access easement has been indicated off the west end of Jessie Lane to facilitate APN 200-10-049A. Access to Parcel H is provided by 102nd Avenue. The majority of the lots within the site will be oriented in a north/south direction.

VI. LAND USE SUMMARY

Table 1, below, is a Land Use Summary. The table reflects the use, the acreage, and the total number of units. The “equivalent zoning” noted is used to describe the corresponding City of Peoria zoning designation that the parcel most closely resembles. However, some standards within the P.A.D. may vary from the City of Peoria zoning designation as noted. In those instances, the standards within this P.A.D. shall govern.

TABLE 1
LAND USE SUMMARY

Parcel	Gross Acres	Net Acres		Min Lot Area, SF	Lots	Min Lot Width	Open Space - Acres	% Open Space
Umbria	4.95	3.25	R1-6	7,882	14	70	0.73	14.65%
A-D, E,F&G	48.1	38.80	R1-8	8,100	142	70	4.82	10.01%
H	4.93	4.0	R1-8	8,404	15	70'	0.58	11.76%

SUNSET RANCH II PAD



VII. PROJECT DEVELOPMENT AND PHASING STANDARDS

Unless otherwise specified herein, all properties within Sunset Ranch II, Parcel H shall conform to all City of Peoria governing codes, ordinances and regulations for single-family residential districts. R1-8 standards that vary from the R1-8 zoning designation are noted with an asterisk. Table 2 below, represents the minimum development standards for single-family residential lots in Sunset Ranch II, Parcel H.

**TABLE 2
PROJECT DEVELOPMENT STANDARDS SUMMARY**

Development Standard	Umbria Estates	Parcels A-D, E, F, & G	Parcel H
Average Lot Size	8,056 Sq. Ft.	10,074 Sq. Ft.	9,912 Sq.Ft.
Minimum Lot Size	6,000 Sq. Ft.	8,000 Sq. Ft.	8,000 Sq. Ft.
Minimum Lot Width	70'	70'	70'
Minimum Lot Depth	112'	125' (117' on Lots 1-8)	115'
Minimum Front Yard Setback	<ul style="list-style-type: none"> • 18' to living and 20' to face of garage from back of sidewalk to front face of garage door. Where front-facing garages are present, a 10-foot front setback shall apply to the livable portion of the home provided that not more 60% of the total front-facing elevation occurs at the 10-foot setback. • 10' to side entry garage. Not more than 60% of the total front-facing elevation shall occur at the 10-foot setback. • 20' front setback may be decreased to 10' at cul-de-sac and knuckle lots. 		
Minimum Rear Setback	15'	15'	15'
Minimum Side Setback	5'	5'	5'
Total Side Setback	15'	15'	15'
Corner Lot, Street Side Setback	Minimum 10'. If a 10-foot tract is adjacent, the lot shall be considered an interior lot with minimum side setback of 5-feet		
Maximum Structure Height	30'	30'	30'
Maximum % Lot Coverage	45%	45%	45%
Number of Lots	14	142	15
Du/Ac (Gross)	2.84	2.67	3.04 du/ac



Open Space: This project is designed with active open space access that will exceed the minimum requirement of 9% for single family residential lots. The active open space areas will contain multiuse elements that provide retention basin storage with an emphasis on vegetative shade, thereby promoting leisurely usage and enjoyment of the passive open spaces. The homeowners association will be responsible for the maintenance of all open space / retention tracts. Each parcel on the west side of Lake Pleasant Parkway shall contain a minimum of 9% useable open space independent of other portions of the development.

Building Heights: The project will allow for both one- and two-story homes with a maximum 30' in height.

Lighting: Lighting within the project shall conform to the applicable section of the Peoria Zoning Ordinance governing exterior lighting.

Screening, Fencing and Walls: The standards for fencing and walls shall be as per the Peoria Zoning Ordinance including wall undulation and noise abatement. Top of wall elevation adjacent to Lake Pleasant Parkway will be a minimum of 8 feet above the adjacent Lake Pleasant Parkway top of curb elevation via berming with the wall or an overall wall height (*See Conceptual Landscape Plan/Standards and Wall Detail*).

Roadway Standards: Streets will be developed consistent with City of Peoria street standards.

Parking: Parking requirements for the project shall conform to the parking standards for single-family residential use as per the Peoria Zoning Ordinance.

Design Review Standards: Sunset Ranch II, Parcel H subdivision shall follow the detached single-family residential guidelines approved with Sunset Ranch II, Parcel E, F, and G, PAD Amendment.

VIII. CONCEPTUAL LANDSCAPE PLAN/ STANDARDS

The project landscaping will be consistent with the Peoria Zoning Ordinance and the Specific Plan. The active open space areas will contain multiuse elements that provide retention basin storage with an emphasis on vegetative shade, thereby promoting leisurely usage and enjoyment of the passive open spaces. The Final Landscape Plan will be submitted to the Planning Division. A Planting Data Sheet is a part of the Conceptual Landscape Plan (*The Conceptual Landscape Plan is shown in Exhibit 6*)

On-Site Landscaped Areas- all open space areas will be landscaped to meet the City of Peoria's landscaping requirements.

Street Frontages- Landscaping will be provided within the ROW per the City of Peoria's Landscaping requirements.

Perimeter Walls/Wall Details- To comply with the City of Peoria's design specifications and match those approved and built throughout Sunset Ranch II and complement the existing and surrounding Ironwood. Details will be reviewed with Final Landscape plans.

A photograph of a long, straight asphalt road stretching into the distance under a clear sky. The road has a double yellow line in the center and dashed white lines on the sides. Trees and bushes line the left side of the road. The text "SUNSET RANCH II PAD" is overlaid in large, white, serif capital letters across the top of the image.

SUNSET RANCH II PAD



Signage- Project signage will be processed as a separate application and will be consistent with the Peoria Zoning Ordinance.

IX. INFRASTRUCTURE/ UTILITIES

1. Sewer

Sewer service will be provided by the City of Peoria. An 8-inch sanitary sewer line is completed in Williams Road. An 8-inch sanitary sewer line is located in 102nd Avenue, which will be extended north to service Parcel H.

2. Natural Gas

Natural Gas is available in Williams Road from a Southwest Gas line will be extended from the Ironwood project, west of Lake Pleasant Parkway to the Sunset Ranch project east of Lake Pleasant Parkway. An existing line will be extended from the Ironwood project north to Parcel H.

3. Water

A 16 inch water line exists along the westerly side of Lake Pleasant Parkway, adjacent to the Sunset Ranch project and south of **SUNSET RANCH 2**. An existing 8 inch water line in 102nd Avenue is located south of Parcel H. Both lines are tied into the City of Peoria water system and fed by a nearby City well located adjacent to the Ironwood Project. A 16 inch water line in 99th Avenue to the northern boundary of Sunset Ranch II B and a 12" within Williams Road were installed and accepted with the Sunset Ranch II B improvements. Water is proposed to be extended from the Sunset Ranch project to **SUNSET RANCH 2** and looping at Patrick Lane and Lake Pleasant Parkway.

4. Telephone

Century Link Communications will be supplying the telephone services to the area. Facilities exist at the Ironwood Project and are being brought up to Sunset Ranch whereby Sunset Ranch II will be serviced accordingly. The Sunrise central switching office is located on 83rd Avenue just north of Deer Valley Road.

5. Electric Power

Electric power will be supplied by Arizona Public Service.



CONTEXT PLAN AND SITE PHOTOS

EXHIBIT 3



1



2



3



4



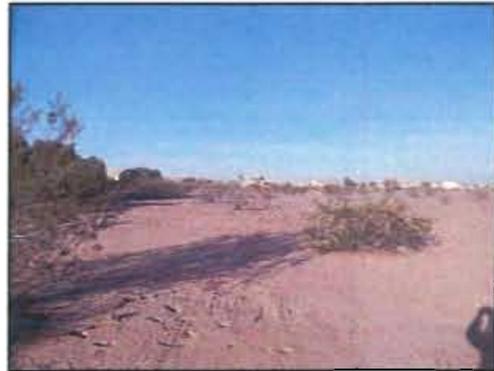
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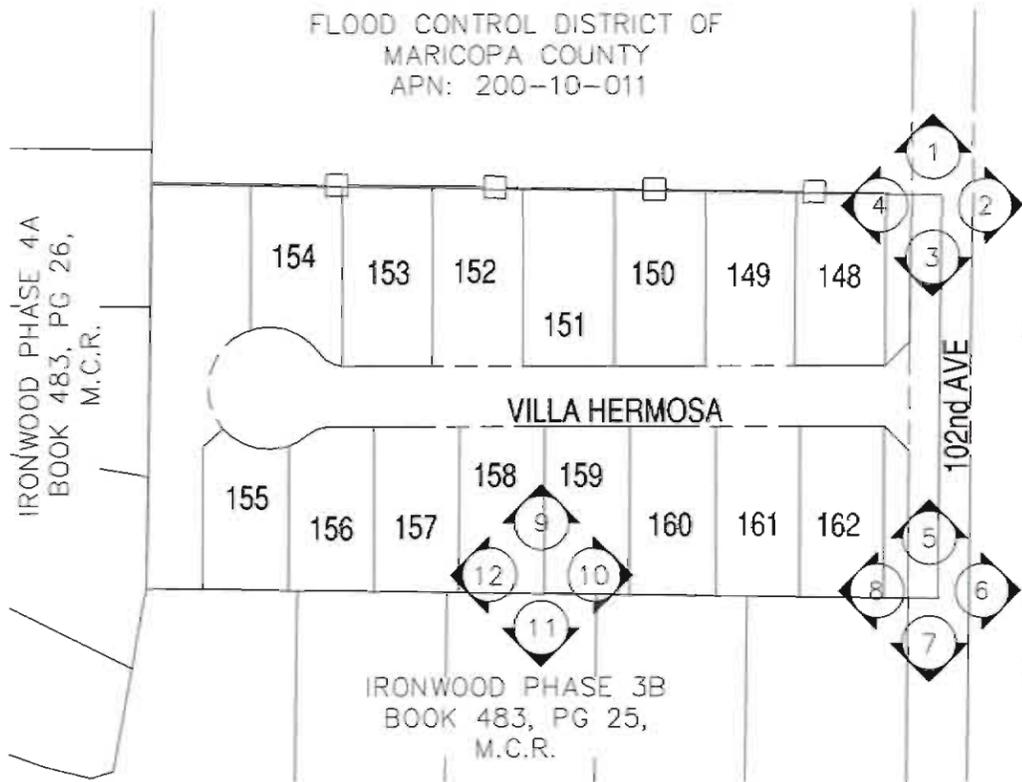
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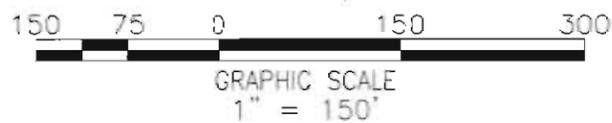


12



1 PHOTO NUMBER AND VIEW ORIENTATION.

CITY OF PEORIA FIRE STATION
APN: 200-10-034C



SUNSET RANCH II PARCEL H

PEORIA, ARIZONA
SITE PHOTOS

3010 South Priest Drive Ste 103
Tempe, Arizona 85282
Phone: (480) 629-8830
www.bowmanconsulting.com



JOB #	9620-01-008
DATE	NOV 2012
SCALE	NONE
DRAWN	AC
SHT	1 OF 2



13



14



15



16



17



18



19



20



21



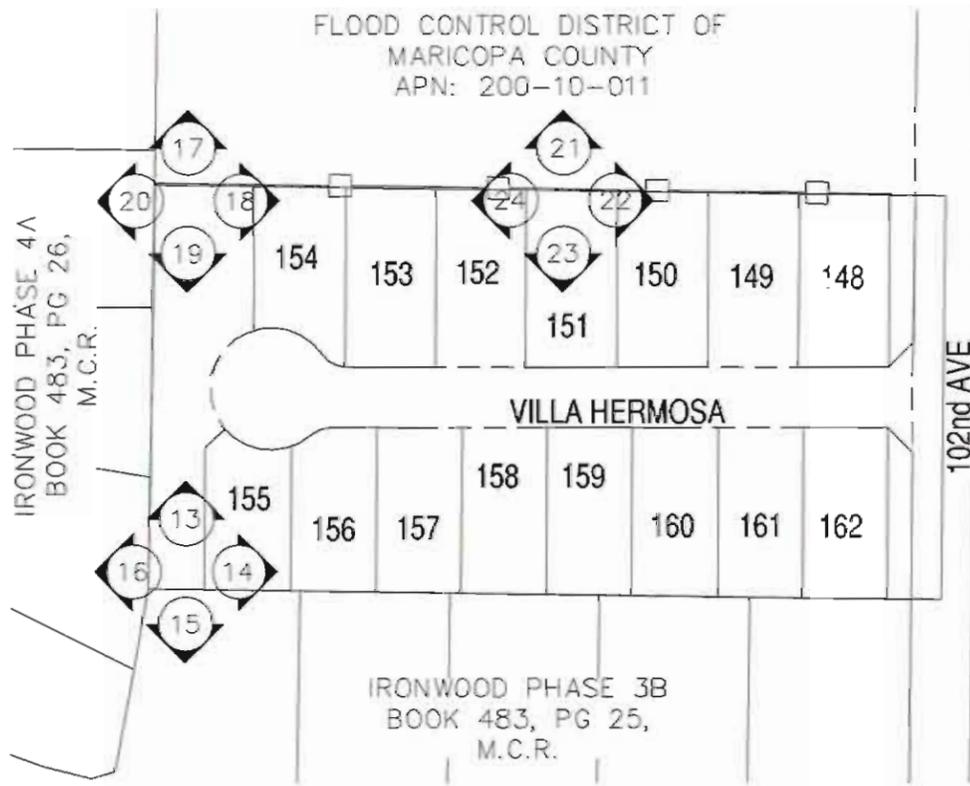
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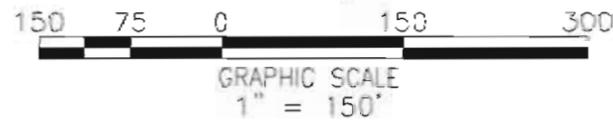


24



1 PHOTO NUMBER AND VIEW ORIENTATION.

CITY OF PEORIA
FIRE STATION
APN: 200-10-034C



SUNSET RANCH II PARCEL H

PEORIA, ARIZONA
SITE PHOTOS

3010 South Priest Drive Ste 103
Tempe, Arizona 85282
Phone: (480) 629-8830
www.bowmanconsulting.com

Bowman
CONSULTING

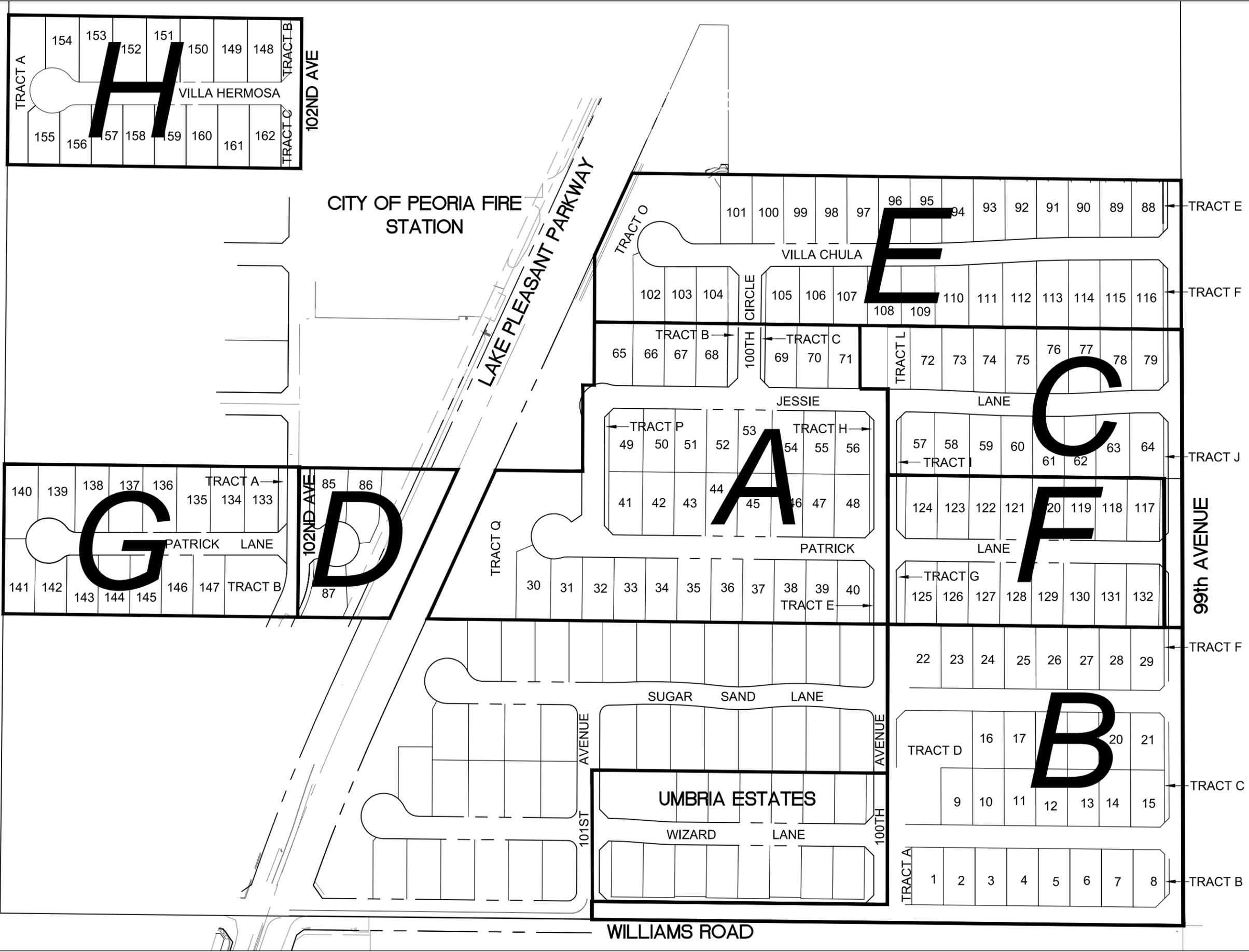


JOB #	#9620-01-008
DATE	NOV 2012
SCALE	NONE
DRAWN	AC
SHT	2 OF 2



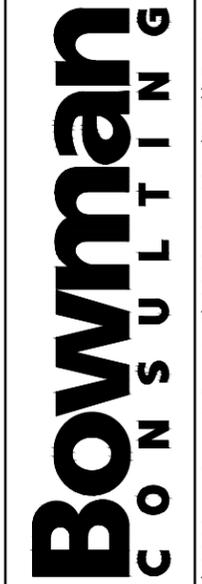
PRELIMINARY DEVELOPMENT PLAN

EXHIBIT 4



Sunset Ranch II
 Peoria, Arizona
 DEVELOPMENT PLAN

3010 South Priest Drive Ste 101
 Tempe, Arizona 85282
 Phone: (480) 629-8830
www.bowmanconsulting.com



JOB #	9620
DATE	5/11/12
SCALE	N.T.S.
DRAWN	skf



**ALTA SURVEY AND
LEGAL DESCRIPTION**

EXHIBIT 5



EXHIBIT A

LEGAL DESCRIPTION

SUNSET RANCH II

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 25.00 FEET THEREOF AS DESCRIBED IN DOCKET 3362, PAGE 406, RECORDS OF MARICOPA COUNTY.

MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17 BEING A CITY OF PEORIA BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER THEREOF BEARS SOUTH 00°08'38" EAST, A DISTANCE OF 2633.22 FEET;

THENCE SOUTH 00°08'38" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 658.31 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 17;

THENCE NORTH 89°11'17" WEST, ALONG SAID NORTH LINE A DISTANCE OF 1971.57 FEET TO A POINT ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 AND THE POINT OF **BEGINNING**;

THENCE SOUTH 00°22'47" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 330.30 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE NORTH 89°13'20" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 624.85 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

Page 1 of 2

Title: "SUNSET RANCH II - PARCEL H"

Preparing Firm: BOWMAN CONSULTING GROUP

Address: 3010 SOUTH PRIEST DR, #103, TEMPE, AZ 85282

Phone: 480-629-8830

Fax: 480-629-8841

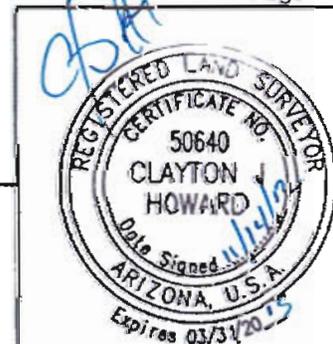




EXHIBIT A

LEGAL DESCRIPTION

SUNSET RANCH II

THENCE NORTH 00°33'11" EAST, ALONG SAID WEST LINE, A DISTANCE OF 330.67 FEET TO A POINT ON THE NORTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE SOUTH 89°11'17" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 623.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 206,334 SQUARE FEET OR 4.7368 ACRES, MORE OR LESS

Page 1 of 2

Title: "SUNSET RANCH II - PARCEL H"

Preparing Firm: BOWMAN CONSULTING GROUP

Address: 3010 SOUTH PRIEST DR, #103, TEMPE, AZ 85282

Phone: 480-629-8830

Fax: 480-629-8841

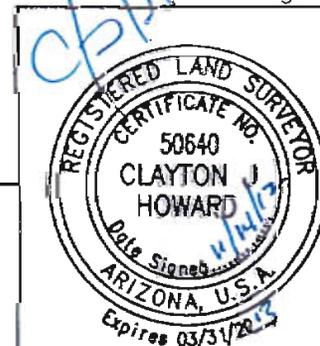
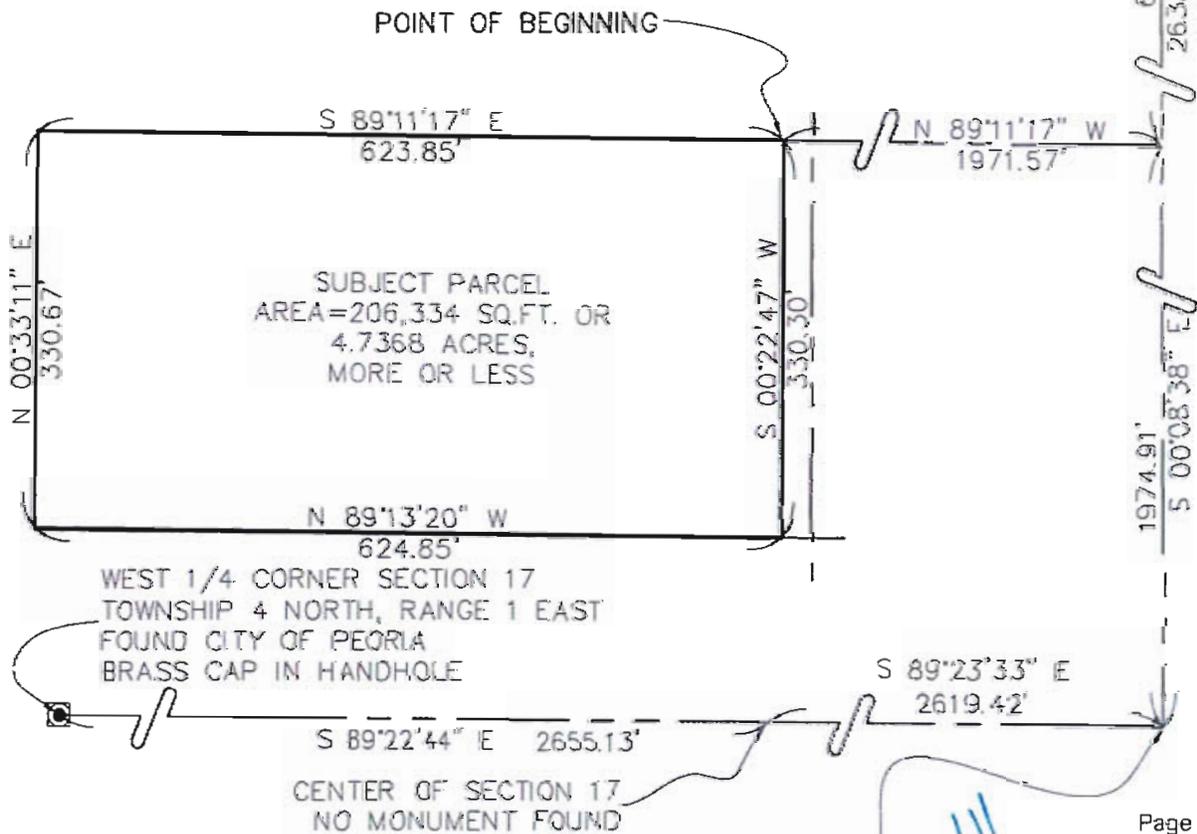




EXHIBIT A SKETCH

NORTHEAST CORNER SECTION 17
TOWNSHIP 4 NORTH, RANGE 1 EAST,
FOUND CITY OF PEORIA
BRASS CAP IN HAND HOLE
POINT OF COMMENCEMENT



Title: "SUNSET RANCH II - PARCEL H"

Preparing Firm: BOWMAN CONSULTING GROUP

Address: 3010 SOUTH PRIEST DR, #103, TEMPE, AZ 85282

Phone: 480-629-8830

Fax: 480-629-8841



CURRENT RECORD DESCRIPTION OF THE THE SURVEYED PROPERTY

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

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

SAID PARCEL CONTAINS 214,592 SQUARE FEET, OR 4.9263 ACRES, MORE OR LESS.

TITLE COMMITMENT SCHEDULE B - SECTION II REVIEW

THE TITLE DOCUMENTS FOR THE SURVEYED PROPERTY HEREIN DESCRIBED PROVIDED BY STEWARD TITLE GUARANTY COMPANY FILE NO.12210383, EFFECTIVE DATE: APRIL 10, 2012 AT 5:00 PM, AND WITH RESPECT TO THE ITEMS IDENTIFIED AS EXCEPTIONS ON SCHEDULE B - SECTION II OF THE TITLE INSURANCE COMMITMENT WITH RESPECT TO THE SURVEYED PROPERTY.

- (g) THE FOLLOWING ITEMS LISTED AS EXCEPTIONS PERTAIN TO THE SURVEYED PROPERTY HOWEVER, ARE NOT SURVEY RELATED MATTERS: ITEMS 1-4, AND 8.
- (b) ITEM 3 REFERS TO THE RESERVATIONS CONTAINED IN THE PATENT FROM THE UNITED STATES OF AMERICA, NO PATENT DOCUMENTS HAVE BEEN PROVIDED BY THE INSURER, AS THE SURVEYOR HAS NOT PERFORMED AN INDEPENDENT INVESTIGATION IN MATTERS OF TITLE OR EASEMENT, NO REVIEW OF THIS DOCUMENT HAS BEEN POSSIBLE AND MAY AFFECT THE PROPERTY UNBENOWNST TO THE SURVEYOR AND THEREFORE NOT SHOWN ON THE MAP HEREOF.
- (c) THE SURVEYOR'S REVIEW OF DOCUMENTS REFERENCED IN THE TITLE REPORT AS SCHEDULE "B" ITEMS IS LIMITED TO THE SURVEYOR'S SCOPE-OF-SERVICES AS IDENTIFIED IN THE CERTIFICATION HEREON. ADDITIONALLY THE SURVEYOR'S SCOPE-OF-SERVICES IS LIMITED TO PROVIDING SERVICES IN A MANNER CONSISTENT WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS OF THE SAME PROFESSION CURRENTLY PRACTICING UNDER SIMILAR CONDITIONS. SCHEDULE "B" ITEM DOCUMENTS MAY CONTAIN ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY WHICH THE SURVEYOR IS NOT QUALIFIED TO INTERPRET AND/OR ARE NOT WITHIN THE SURVEYOR'S SCOPE-OF-SERVICES. IT IS RECOMMENDED THAT INTERESTED AND AFFECTED PARTIES OBTAIN CONSULTATION WITH QUALIFIED LEGAL COUNSEL RELATIVE TO THE INTERPRETATION OF ALL SCHEDULE "B" DOCUMENTS REFERENCED IN THE TITLE REPORT.
- (d) THE FOLLOWING ITEMS OF THE SPECIAL EXCEPTIONS ARE SURVEY RELATED MATTERS, PERTAIN TO THE SURVEYED PROPERTY AND ARE SHOWN ON THE SURVEY OR UNLESS OTHERWISE EXPLAINED AS HOW THEY AFFECT THE SURVEYED PROPERTY:

- 5) ITEM 5 PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO EASEMENTS FOR ROADWAY AND PUBLIC UTILITIES AND RIGHTS INCIDENT THERETO AS SET FORTH IN MCR DOCKET 3362, PAGE 406. (ITEM IS SHOWN HEREON)
- ITEM 6 PROPERTY IS SUBJECT TO ANY ACTION THAT MAY BE TAKEN BY MARICOPA COUNTY FLOOD CONTROL DISTRICT TO ACQUIRE PROPERTY OR RIGHTS OF WAY FOR FLOOD CONTROL AS DISCLOSED BY INSTRUMENT RECORDED IN MCR DOCUMENT NO 2002-541312 (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN HEREON)
- ITEM 7 PROPERTY MAY BE SUBJECT TO LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF ITS INCLUSION WITHIN REPAYMENT ZONE - LAKE PLEASANT PARKWAY AS DISCLOSED BY INSTRUMENT RECORDED IN MCR DOCUMENT NO. 2005-424779 (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN HEREON)

NOTES

1. THE SURVEYOR'S REVIEW OF DOCUMENTS REFERENCED IN THE TITLE REPORT AS SCHEDULE "B" ITEMS IS LIMITED TO THE SURVEYOR'S SCOPE-OF-SERVICES AS IDENTIFIED IN THE CERTIFICATION HEREON. ADDITIONALLY THE SURVEYOR'S SCOPE-OF-SERVICES IS LIMITED TO PROVIDING SERVICES IN A MANNER CONSISTENT WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS OF THE SAME PROFESSION CURRENTLY PRACTICING UNDER SIMILAR CONDITIONS. SCHEDULE "B" ITEM DOCUMENTS MAY CONTAIN ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY WHICH THE SURVEYOR IS NOT QUALIFIED TO INTERPRET AND/OR ARE NOT WITHIN THE SURVEYOR'S SCOPE-OF-SERVICES. IT IS RECOMMENDED THAT INTERESTED AND AFFECTED PARTIES OBTAIN CONSULTATION WITH QUALIFIED LEGAL COUNSEL RELATIVE TO THE INTERPRETATION OF ALL SCHEDULE "B" DOCUMENTS REFERENCED IN THE TITLE REPORT.

2. THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED ON RECORD INFORMATION PROVIDED TO THE SURVEYOR BY LOCAL AGENCIES OF JURISDICTION AND ON RECOVERABLE FIELD LOCATED SURFACE FEATURES OF THOSE UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES DURING THE PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.

AT THE TIME OF THIS SURVEY, AGENCY MAPS WERE UNAVAILABLE.

3. PURSUANT TO TABLE "A", ITEM 16, AND TO THE BEST OF MY KNOWLEDGE, THE SURVEYOR HAS NOT OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK OR SITE CONSTRUCTION UNDERWAY OR RECENTLY COMPLETED (EXCEPT AS SHOWN HEREON.) THE SURVEYOR AND FIELD PERSONNEL UNDER THE SURVEYOR'S DIRECTION ARE NOT TRAINED OR QUALIFIED CONTRACTORS AND CANNOT ACCURATELY IDENTIFY RECENT CONSTRUCTION. INTERESTED AND AFFECTED PARTIES SHOULD SEEK CONSULTATION FROM A REGISTERED CONTRACTOR OR OTHER QUALIFIED PARTY.

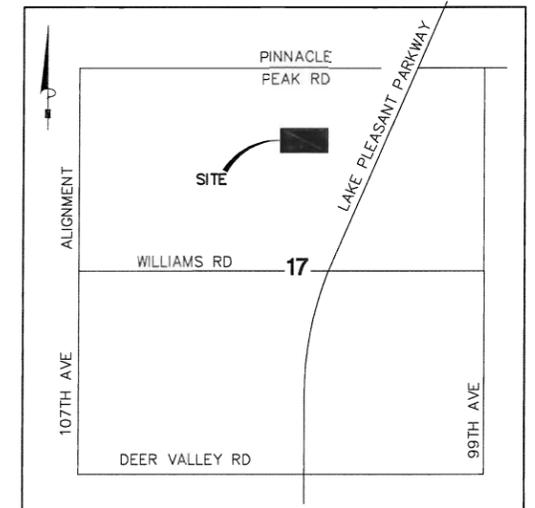
4. PURSUANT TO TABLE "A", ITEM 17, THE SURVEYOR HAS NOT BEEN INFORMED OF ANY CHANGES IN THE PROPOSED RIGHTS OF WAY BY TITLE INFORMATION OR CLIENT KNOWLEDGE ON WHICH THIS SURVEY IS BASED. ADDITIONALLY, ANY CHANGES IN RIGHTS OF WAY, WHICH HAVE ALREADY OCCURRED, SHOULD BE VERIFIED BY ADDITIONAL TITLE SEARCH. TO THE BEST OF MY KNOWLEDGE, THE SURVEYOR HAS NOT OBSERVED ANY RECENT STREET OR SIDEWALK CONSTRUCTION. THE SURVEYOR AND FIELD PERSONNEL UNDER THE SURVEYOR'S DIRECTION ARE NOT TRAINED OR QUALIFIED CONTRACTORS AND CANNOT ACCURATELY IDENTIFY RECENT CONSTRUCTION. INTERESTED AND AFFECTED PARTIES SHOULD SEEK CONSULTATION FROM A REGISTERED CONTRACTOR OR OTHER QUALIFIED PARTY.

5. PURSUANT TO TABLE "A", ITEM 20(a), THE SUBJECT PROPERTY HAS NO OFFSITE EASEMENTS OR SERVITUDES BENEFITING THE SURVEYED PROPERTY THAT ARE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR AND THAT ARE OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY.

6. PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN HEREON OR NOT.

7. ALL DIMENSIONS SHOWN HEREON ARE MEASURED AND RECORD UNLESS OTHERWISE NOTED.

8. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.



VICINITY MAP
NTS

SHEET INDEX

- 1 COVER, NOTES, SCHEDULE 'B' ITEMS
- 2 SITE DETAIL & EASEMENTS

BASIS OF BEARING

BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID BEARING BEING:

NORTH 89 DEGREES 07 MINUTES 08 SECONDS WEST

ADDRESS

ADDRESS OF SUBJECT PROPERTY IS NOT KNOWN.

SURVEYOR'S CERTIFICATE

TO: STEWART TITLE GUARANTY COMPANY, A TEXAS CORPORATION
STEWART TITLE & TRUST OF PHOENIX, INC
WOODSIDE AT SUNSET RANCH, LLC
HARRY ONG AND JEAN K. ONG, AS TRUSTEES OF THE HARRY ONG FAMILY TRUST (10/02/2001)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN, AND INCLUDES ITEMS 1, 2, 4, 8, 10, 11(a), 11(b), 13, 16, 17, AND 20(a) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 30, 2012.

J.R.K.
JASON R. KACK R.L.S. #33315 05-08-2012 DATE
jkack@bowmaneng.com



ALTA/ACSM LAND TITLE SURVEY
OF
ONG NORTH PARCEL
LOCATED IN THE NORTHEAST QUARTER OF SECTION 17,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.

PHOENIX, ARIZONA

DATE: MAY 08, 2012

SCALE: N.T.S.

REVISION	CLIENT COMMENTS
05.08.12	

Bowman CONSULTING

Bowman Consulting Group, Ltd. Phone: (480) 829-8530
5010 S. Priest Dr. Suite 101 Fax: (480) 829-8841
Tempe, Arizona 85282 www.bowmanconsulting.com

DWG:	BY: LB	CHK: CH	QC:
BOJ PROJECT NO: 9620-01	TASK: 003	COUNTY REF NO:	SHEET 1 OF 2



CONCEPTUAL LANDSCAPE PLAN/STANDARDS & WALL DETAILS

EXHIBIT 6



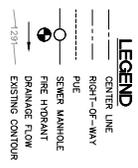
PRELIMINARY PLAT

EXHIBIT 7

SUNSET RANCH II - PARCEL H PRELIMINARY PLAT

102nd AVENUE AND VILLA HERMOSA
PEORIA, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17,
TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

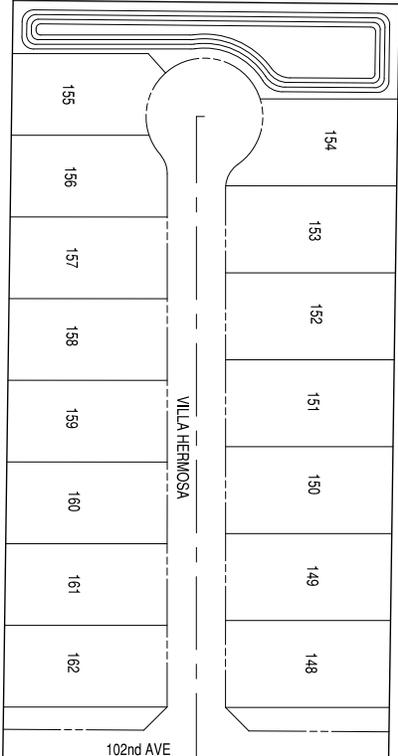


CITY OF PEORIA NOTES

1. ALL OUT-DE-SACS ARE 50' RADII.
2. LANDSCAPE AND WALL DETAILS ARE ON CONCEPTUAL LANDSCAPE PLAN.
3. ALL SPIRT VISIBILITY TRIANGLES PER PEORIA DETAIL P99 / 30 FT.
4. LANDSCAPE RETENTION TRACS SHALL BE PER PEORIA DETAIL P99 / 30 FT. THE H.O.A. AND WILL BE ESTABLISHED AND H.O.A. SHALL MAINTAINANCE IN THE EVENT THE H.O.A. FAILS.
5. DEVELOPMENT WITHIN THE PROJECT AREA SHALL CONFORM TO THE CITY OF PEORIA DESIGN REVIEW MANUAL.
6. FOR PUBLIC UTILITY ELEMENTS (PUE), PLEASE REFER TO THE CITY OF PEORIA DESIGN TYPICAL LOCATION SHEET ON THIS SHEET FOR FURTHER INFORMATION.

DEVELOPMENT NOTES

1. THE ENGINEER HAS CONDUCTED VISUAL INSPECTION AND PHOTOGRAPHIC SURVEY OF THE SITE AND ADJACENT AREAS. THE ENGINEER HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE PROPOSED DEVELOPMENT.
2. ALL STREETS (ON-SITE AND OFF-SITE) ARE TO BE PUBLIC.
3. ALL SEWER AND WATER IMPROVEMENTS ARE TO BE PUBLIC.
4. THE SITE HAS BEEN Delineated AS OPEN AND/OR PASTURE LAND AND IRREGULARLY PLATTED 100' OF ASSUMED 200' WIDE HIGHWAY RIGHT-OF-WAY HAS BEEN INCLUDED IN A 200' WIDE HIGHWAY RIGHT-OF-WAY. THIS PROJECT BY BOWMAN CONSULTING, DATED MARCH 27, 2012.
5. THE PAYMENT SECTIONS SHOWN HEREON ARE MINIMUM SECTIONS ONLY. THE SOIL ENGINEER SHALL CALCULATE THE REQUIRED IMPROVEMENTS TO BE PROVIDED FOR EACH SECTION. THE SOIL ENGINEER'S FINAL PAYMENT SECTIONS SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
6. THE DEVELOPER WILL CREATE A HOMEOWNERS ASSOCIATION FOR THIS PROJECT. THE HOMEOWNERS ASSOCIATION SHALL BE THE HOMEOWNERS ASSOCIATION FOR THE PROJECT. THE HOMEOWNERS ASSOCIATION WILL BE DEEDED THE OPEN SPACE TRACTS LANDSCAPE IMPROVEMENTS, PAVING AND RETENTION IMPROVEMENTS WITHIN THESE TRACTS AS WELL AS THAT FOR ANY RECREATIONAL AMENITIES.
7. THE SITE HAS BEEN Delineated AS OPEN AND/OR PASTURE LAND AND IRREGULARLY PLATTED 100' OF ASSUMED 200' WIDE HIGHWAY RIGHT-OF-WAY HAS BEEN INCLUDED IN A 200' WIDE HIGHWAY RIGHT-OF-WAY. THIS PROJECT BY BOWMAN CONSULTING, DATED MARCH 27, 2012.
8. THE IMPROVEMENT PLANS FOR SUNSET RANCH II HAVE BEEN UNDERSTOOD AND IMPROVEMENTS ADJUSTED TO UMBRA HAVE BEEN COMPLETED PER THESE APPROVED PLANS.
9. ON-SITE IMPROVEMENTS AS SHOWN HEREON SHALL INCLUDE RETENTION TRACS, PAVING, AND LANDSCAPE IMPROVEMENTS. THE DEVELOPER SHALL PROVIDE THE CITY OF PEORIA HOMEOWNERS ASSOCIATION WITH THESE PLANS TO ENSURE THAT THE HOMEOWNERS ASSOCIATION WILL BE DEEDED THE OPEN SPACE TRACTS LANDSCAPE IMPROVEMENTS, PAVING AND RETENTION IMPROVEMENTS WITHIN THESE TRACTS AS WELL AS THAT FOR ANY RECREATIONAL AMENITIES.
10. ALL FINISHED FLOORS SHALL BE ADJACENTLY PROTECTED FROM THE 100-YEAR RAINFALL EVENT AS REQUIRED BY CITY AND COUNTY ORDINANCES.
11. ALL LIGHTING SHALL COMPLY WITH THE CITY'S LIGHTING ORDINANCE.
12. A MOORED PRELIMINARY LANDSCAPE PLAN FOR THIS PROJECT HAS BEEN PROVIDED AS PART OF THE PRELIMINARY PLAT PER M.A.G. SPEC. SHEET 200, PEORIA, AZ 50008 020-000-0000.
13. BASED ON THE EXTREMELY SMALL PEAK SEWER AND WATER FLOWS FROM THIS SITE, AS SHOWN IN THE PROJECT DESIGN REPORTS, THE ENGINEER HAS DETERMINED THAT THE PRELIMINARY PLAT IS UNLIKELY TO HAVE A SIGNIFICANT IMPACT ON THE CITY'S INFRASTRUCTURE.

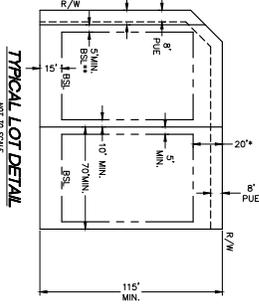
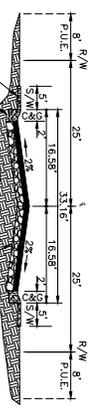
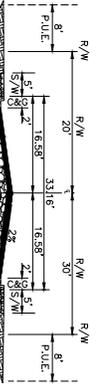


SITE DATA

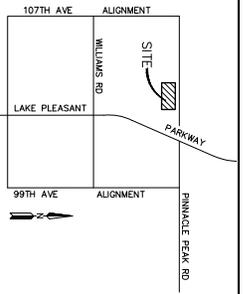
GROSS AREA	21493.53 SF	4.93 AC
NET AREA	17409.87 SF	4.00 AC
ZONING	R10	
ZONING CASE	Z 05-28A.3	
APPROVED DENSITY	3.04 DU/AC	
APPROVED DENSITY	15 LOTS	3.04 DU/AC
TOTAL OPEN SPACE AREA	23403.28	0.58
TOTAL USABLE OPEN SPACE AREA	20197.17	0.46
OPEN SPACE REQUIRED	95	
OPEN SPACE PROVIDED	11,844	

LAND USE TABLE

PARCEL #	LOT AREA (SQ FT)	STREET AREA (SQ FT)	OPEN SPACE AREA (SQ FT)	GROSS TOTAL AREA (SQ FT)	GROSS TOTAL AREA (AC)	NET TOTAL AREA (SQ FT)	NET TOTAL AREA (AC)	OPEN SPACE (%)
148	148884.99	40505.66	23403.28	21493.53	4.93	17409.87	4.00	11.84



405' FRONT SETBACK MAY BE DISREGARDED BY 10 FT OUT-DE-SACS AND MANHOLE LOTS
 *CORNER LOT STREET SIDE SETBACK = 10 FT MIN. IF A 10 FT TRACT IS SHOWN AS ABOVE THE LOT MINIMUM SIDE SETBACK = 5 FT (15 FT TOTAL)
 AVERAGE LOT AREA = 0.100 SF



CIVIL ENGINEER
 BOWMAN CONSULTING GROUP, LTD.
 1811 SOUTH ALMA SCHOOL ROAD, #100
 SUITE A, PEORIA, ARIZONA 85201
 PHONE: 602.675.4439
 CONTACT: SHELBY DUFFLESS
 CONTACT: PAUL KROFF

DEVELOPER
 C/O WOODGATE HOME ARIZONA, LLC
 1811 SOUTH ALMA SCHOOL ROAD, #100
 SUITE A, PEORIA, ARIZONA 85201
 PHONE: 602.675.4439
 CONTACT: PAUL KROFF

BASIS OF BEARING
 THE BEARING OF THE CENTER LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, IS 131.025 DEGREES 08 MINUTES 38 SECONDS EAST.

BENCHMARK

THE BENCHMARK OF SECTION 17, T4N, R1E, FOUND MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HAND HOLE AT THE INTERSECTION OF PINNACLE PEAK ROAD AND 99TH AVENUE INTERSECTION OF PINNACLE PEAK ROAD AND 99TH AVENUE IS 131.025 (NAD 88 DATUM) CITY OF PEORIA DATA.

ZONING

EXISTING: PD//AG
 PROPOSED: P10

Bowman Consulting Group, Ltd.
 3010 South Priest Drive, Ste 103
 Tempe, Arizona 85282
 Phone: (480) 620-8833
 www.bowmanconsulting.com
 © Bowman Consulting Group, Ltd.



COVER SHEET SUNSET RANCH II PARCEL H

PEORIA, ARIZONA

MARICOPA COUNTY



PROJECT NUMBER	DATE	DESCRIPTION
PP01	NOV/2012	PRELIMINARY PLAT



SCHOOL DISTRICT CONTACT COORDINATION

EXHIBIT 8



December 6, 2012

Peoria Unified School District
Attn: Christian Williams
6330 West Thunderbird Road
Glendale, AZ 85306

Dear Mr. Williams:

This letter is being sent to you pursuant to the City of Peoria Planning Division School District Notification Policy for General Plan designation and zoning classification changes. Please be advised that we are applying for a zoning change and an amendment to the General Plan that changes the zoning designation of a 4.93 acre site from General Agricultural (AG) to PAD resulting in greater residential densities on the subject property. The property will currently allow approximately five residential units; and our application(s) will result in a total of fifteen units allowed, an increase of 300%.

We have attached a Proposed Land Use Plan for Sunset Ranch II Parcel H for your reference. The subject property is only Parcel H, the other parcels are shown for reference only. You are requested to respond to the City of Peoria Planning Division at 9875 N. 85th Ave, Peoria and reference Zoning Application #Z05-25A.4 and GPA# 12-0007 if you have any information you feel is necessary for their review.

If you would like to discuss the proposal, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. I can be reached at **602.679.4438**.

Sincerely,

ShelbyJM Duplessis, PE, LEED AP
Senior Project Manager

DEVELOPER ASSISTANCE AGREEMENT

This Agreement is entered into on _____, 2013, between the following parties:

PEORIA UNIFIED SCHOOL DISTRICT NO. 11

(hereafter "PUSD")
6330 West Thunderbird Road
Glendale, Arizona 85306

and

Woodside Encore at Sunset Ranch LLC

(hereafter "Developer")
1811 S Alma School Rd.
Mesa, AZ 85210

Developer and PUSD may be collectively referred to herein as "Parties."

I. RECITALS

The purpose of this Agreement is to provide PUSD students with greater opportunities to learn based on enhanced resources provided by the Developer and to foster and improve communication and cooperation between PUSD and Developer in developing the residential community to be known as Sunset Ranch 2 and the schools that serve that community.

II. COVENANTS

A. PUSD's Obligations: PUSD will provide a statement to the Cities, Towns, and/or County of Peoria, Glendale, Surprise, Youngtown and/or Maricopa upon Developer's request and will work collaboratively with Developer to accomplish the Parties' mutual objective of providing high quality educational opportunities for the children of Sunset Ranch 2 and of the District.

B. Developer's Obligations: Developer shall pay to PUSD \$1,000 per house constructed in the Sunset Ranch 2, Parcel H PAD amendment area to be used by PUSD for capital facilities and/or general maintenance and operations expenses. Such payment shall be made by Developer to PUSD no later than at the time each house closes escrow with a third party buyer. That specific consideration is detailed in Exhibit "A" attached hereto. Under no circumstances shall this Agreement have any legal effect without the PUSD Governing Board approving the contents of Exhibit "A".

C. Default:

1. Developer acknowledges that the District intends to rely upon this Agreement in formulating its plans for growth and in other regards, and that such reliance is reasonable. In the event of any default under this Agreement, the non-defaulting party shall have all rights and remedies provided at law or in equity, including without limitation specific performance and injunctive relief, and all such rights and remedies shall be cumulative. Developer acknowledges the sufficiency of consideration for this Agreement and irrevocably waives lack of consideration as a defense to the enforcement of this Agreement.

III. TERM

This Agreement shall begin immediately upon signature by both parties and, except as provided herein, shall terminate upon close of escrow of the last remaining house, or lot or as otherwise terminated sooner by the parties. This Agreement may be renewed by the Parties consistent with Arizona law.

IV. MISCELLANEOUS

A. Successors and Assigns:

1. The terms and conditions of this Agreement shall inure to the benefit and be binding upon the heirs, personal representatives, successors in interest, assigns, and legal representatives of each party with respect to all provisions of this Agreement. No party shall assign, sublet, transfer or convey its interest in this Agreement without the prior written consent of the other party.
2. Both parties fully represent that their signatures hereto fully bind themselves, their partners, corporations, parent corporations, owners, successors, assigns, legal representatives and all others to whom the benefits of this Agreement inure. The signatories hereto represent and affirm that they have the appropriate authority by and which to bind the above.
3. The provisions, conditions, obligations and covenants stated in this agreement and the attached Exhibits shall be covenant running with the land.

B. Sudan and Iran: Developer represents and warrants that it does not do any business with or in Sudan or Iran, and warrants that the provisions of Title 35, Ch. 2, art. 7 and 9, A.R.S., are not invoked in any way by this Agreement.

C. Extent of Agreement: The Agreement supersedes and replaces any oral or written agreement not incorporated herein, relating to the subject matter hereof entered into by the parties prior to the date of this Agreement. This Agreement contains and sets forth the entire Agreement between the parties. No modifications, deletions or additions to this Agreement will be binding unless in writing and signed by both parties except as herein otherwise provided. The waiver of any breach of this Agreement by any party hereto shall not constitute the same continuing waiver or waiver of any subsequent breach either of the same or of another provision of the Agreement. All promises, covenants and provisions contained in this Agreement are severable, and in the event that such covenant, promise or provision is held or adjudicated invalid by a court of competent jurisdiction, the remainder of this Agreement shall be of operative and binding effect.

D. Indemnification: PUSD and Developer shall be responsible for their own acts and omissions. To the extent permissible by Arizona law, and the extent not covered by insurance, each party agrees to defend, indemnify and save harmless the other and its Permittees (and when the indemnified party is PUSD, its elected officials, boards, commissions, employees, students, and volunteers) from, for and against all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, costs or claims, of any character or any nature arising out of or in connection with the acts or omissions of the indemnifying party, its Permittees and/or any of its subcontractors in the course of performance or non-performance of any work incident to this Agreement. No party shall be deemed the agent of another party. The terms and provisions of this paragraph shall survive the termination or cancellation of this Agreement and the closings.

E. Applicable Law: This Agreement, and the rights and duties hereunder, shall be interpreted in accordance with the internal laws of the State of Arizona without regard to conflicts of laws principles. The situs of all litigation shall be exclusively the Arizona Superior Court in and for Maricopa County unless mutually determined otherwise in writing. By signing this Agreement, the parties acknowledge that this exclusive means of adjudication is entered into under the free will of both parties and in consideration of this Agreement.

- F. No Partnership and Third Parties: It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between PUSD and the Developer. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- G. Attorneys' Fees: In the event any of the parties to this Agreement take legal action or other steps to enforce the terms of this Agreement, the prevailing party or parties shall be entitled to recover their expenditures, including by not limited to, reasonable attorneys' fees, costs of tests, inspections and reports by experts, costs of exhibit preparation, expert witness fees and court costs from the party or parties at fault.

DATED AND SIGNED BY:

THE PEORIA UNIFIED SCHOOL DISTRICT NO. 11

Its President
On behalf of the PUSD Governing Board

Date

Please print name

DEVELOPER

Its President
On behalf of Developer

Date

Please print name

EXHIBIT "A"

Developer's Consideration To Be Made To The District

Project Name: Sunset Ranch 2, Parcel H PAD Amendment

Project Location: Approximately 5 acres near the NWC of 102nd Ave and Villa Chula, Peoria, AZ

Description of Consideration:

Developer hereby agrees to payment of a contribution for capital facilities and/or general maintenance and operations expenses to PUSD equal to the sum of \$1,000 per house for an estimated total of 15 homes in the Parcel H PAD amended area of the subdivision. The total amount of the Contribution shall be adjusted at the rate of \$1,000 per home based on the actual number of homes constructed. The Contribution shall be payable no later than at the time each house closes escrow with a third party buyer and is to be used specifically to assist the current shortfall in funding for capital facilities in the Peoria Unified School District.

Notwithstanding any obligation to the contrary, PUSD shall release Developer from the voluntary assistance payment set forth under this Agreement in the event Developer is subject to any mandatory school related municipal impact fee, excluding taxes. Developer shall, however, remain liable to PUSD for the difference between any mandatory impact fee amount and the amount due PUSD under the terms of this Agreement, should the mandatory impact fee obligation be less than the amount due herein.

EXHIBIT "B"

Legal Description of the Property

Parcel H:

APN: 200-10-043

The North half of the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian.