

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

Z14-0009

STANDARDS AND GUIDELINE REPORT

SWC of Pinnacle Peak Road and 99th Avenue
Peoria, Arizona

**9.8 ± Acres
28 lots**

Submitted by:

Woodside Encore at Sunset Ranch, LLC
1811 South Alma School Road
Suite 190
Mesa, Arizona 85210
P: 480.755.0801
F: 480.755.0802

Z14-0009-November 10, 2014

**PLANNED AREA DEVELOPMENT
APPROVAL**

P/Z Commission Date 1/15/15
City Council Approval Date 2/17/15

Rmuller

Planner

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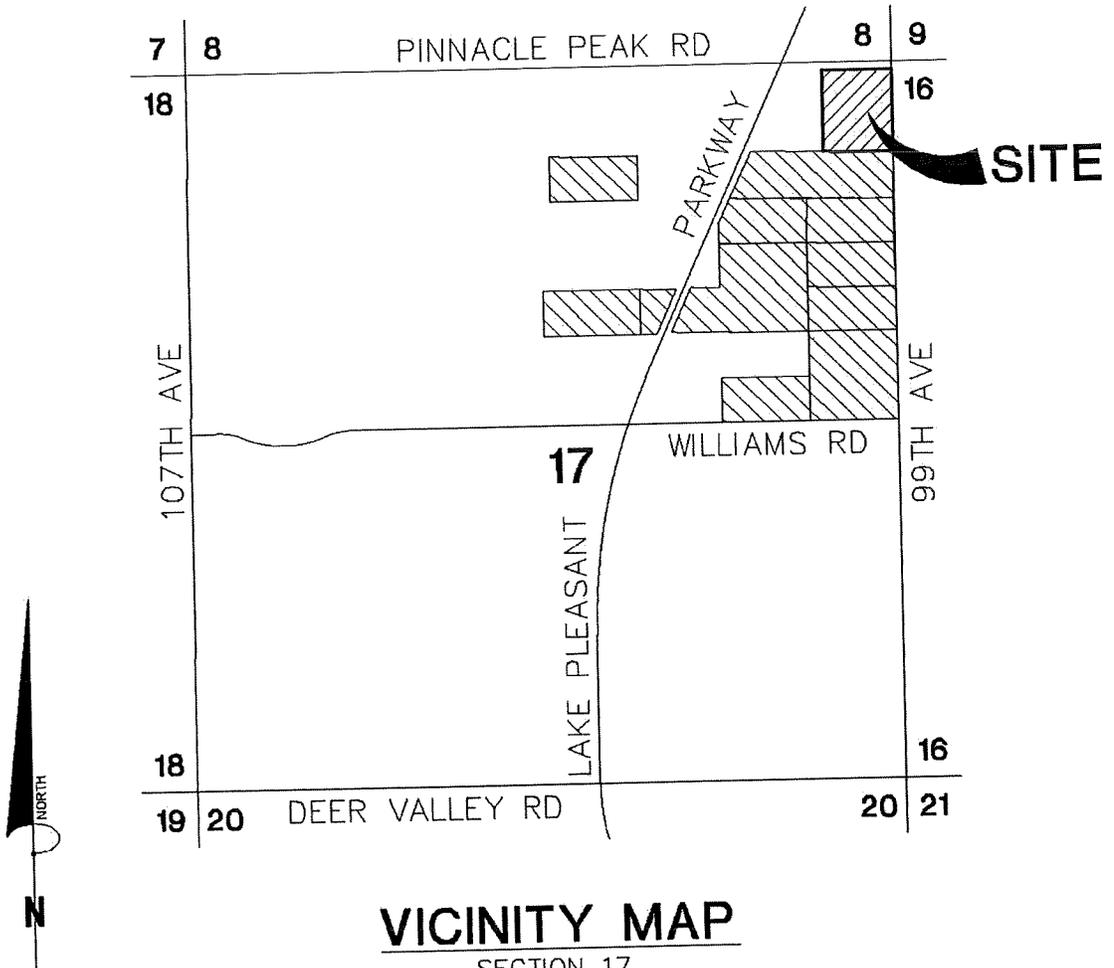
I. INTRODUCTION

Sunset Ranch II, Parcel J 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, The Meadows 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 Preliminary Development Plan Exhibit 3A)*. Sunset Ranch II Parcel J (Z14-0009) adds approximately 9.8 acres of land located on the SWC of Pinnacle Peak Road and 99th Avenue in the City of Peoria, to be known as Sunset Ranch II, Parcel J. Sunset Ranch II property is an assemblage of 10 parcels that fall under various zoning districts. Sunset Ranch II is a total of 67 ± acres.

Sunset Ranch has been developed as eleven individual parcels to include existing Umbria Estates (APN 200-10-007A), existing Parcels A through H (APN 200-10-018, 025A, 038, 046D, 047A, 047B, 048A-C, 053A-C, APN 200-10-025A, 200-10-024, 200-10-007A, 200-10-025A 200-10-037A-C, and APN 200-10-043), and Lizard Trails (Parcel I-APN 200-10-036C, 036B, 039B and 039C) which will be included in the Sunset Ranch II community and now reference as Sunset Ranch II Parcel I all owned by Woodside Encore at Sunset Ranch, LLC. Parcel J is owned by Woodside Encore at Sunset Ranch, L.L.C. (APN 200-10-023D and 040E)*(Refer to the attached Vicinity Map Exhibit 1)*.

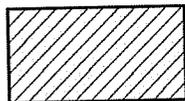
Sunset Ranch II, Parcel J will be designed to promote the desirability of the residential development by adopting the following design criteria:

- 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 J is the same as the product approved for Parcel H at Sunset Ranch II.
- Roof lines will vary from homes on adjacent lots and directly across the street from each other.

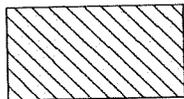


VICINITY MAP

SECTION 17,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY ARIZONA
NOT TO SCALE



SUNSET RANCH II PARCEL J
NEW DEVELOPMENT



EXISTING SUNSET RANCH II
DEVELOPMENT (Z05-25 & Z05-25A.3)

EXHIBIT 1: VICINITY MAP

II. CONSISTENCY WITH GENERAL PLAN

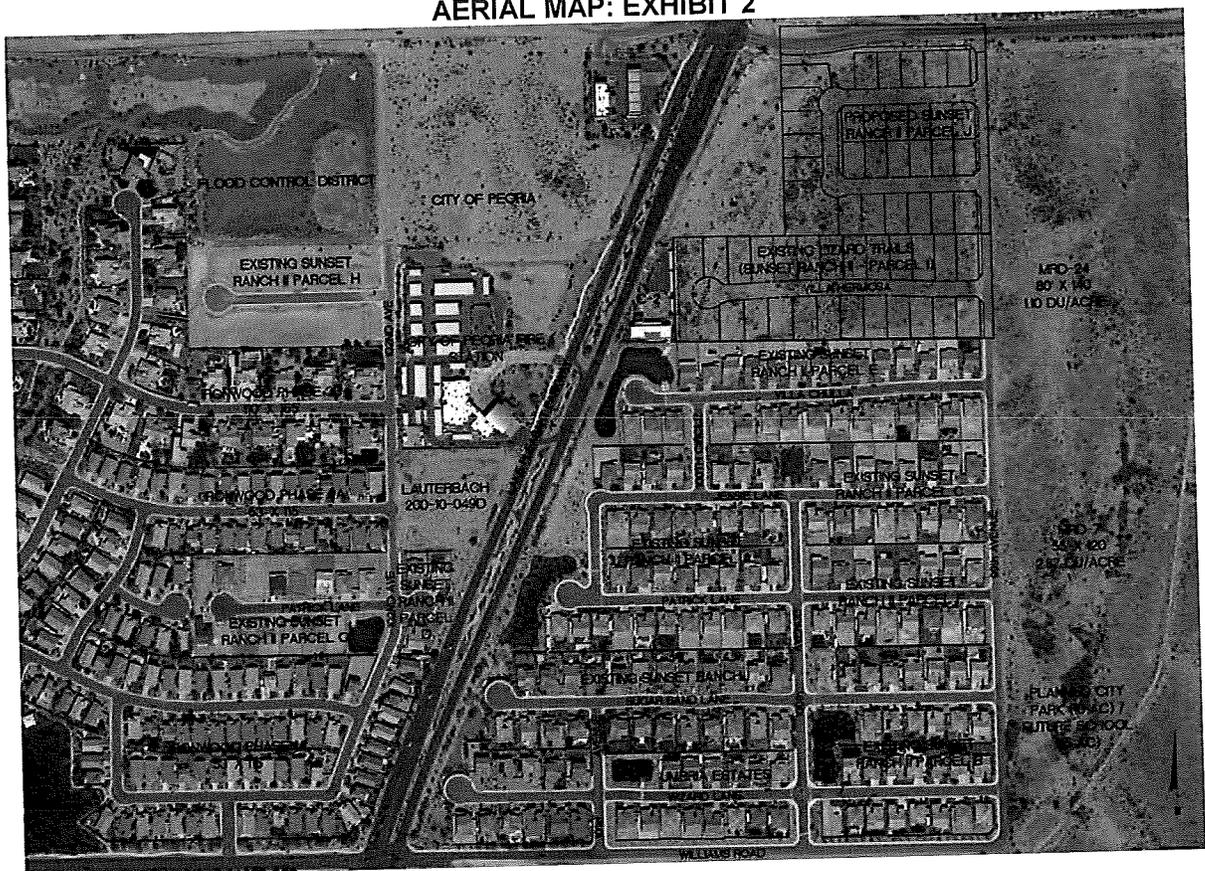
The development goal for the Sunset Ranch II, Parcel J PAD is to provide uses and residential densities that are compatible with the long range goals of the City of Peoria's General Plan.

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 Sunset Ranch II Parcel J project density is **2.86 du/ac** (refer to the attached Existing Land Use Exhibit 4 and Proposed Land Use Exhibit 5).

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 $9.8 \pm$ acres. On the east side of Lake Pleasant Parkway, the development abuts the northerly and easterly boundary of the recorded **Sunset Ranch II** subdivision (zoned PAD Z05-25).

AERIAL MAP: EXHIBIT 2



IV. SURROUNDING LAND USES AND CONDITIONS

The development is located to the north of the original Sunset Ranch II parcels on the west side of 99th Avenue and south of Pinnacle Peak Road. The property is bound by Pinnacle Peak Road to the north and to the west is approximately 2.5 acres zoned AG and 1.12 acres zoned commercial. The property to the east, across 99th Avenue is The Meadows a single family residential community zoned PCD. To the south is Sunset Ranch II Parcel I (aka Lizards Trails) a single family residential community also owned by Woodside Homes and zoned R1-10 (refer to attached Existing Zoning Map Exhibit 6 and Proposed Zoning Map Exhibit 7).

Primary transportation corridors in the area include Lake Pleasant Parkway running north-south, and Pinnacle Peak Road and Deer Valley Road running east-west. The proposed site access would be off of Pinnacle Peak Road and 99th 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 Pinnacle Peak 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. 99th Avenue was also constructed with the Sunset Ranch parcels and will extend north and connect with Pinnacle Peak Road with Sunset Ranch II Parcel J. Half street improvements for Pinnacle Peak Road west of 99th Avenue to the sites west property line will be constructed with the Sunset Ranch II Parcel J subdivision.

Schools: *Sunset Heights Elementary (K-8)*, located at 9687 W. Adam Ave, is approximately 2.0 miles, and *Liberty High School (9-12)*, located at 9621 West Speckled Gecko Drive is approximately 1.4 miles.

Shopping Facilities: *Albertson's Food and Drug Store* located at 8240 West Deer Valley Road is approximately 3.0 miles south. *Fry's Food and Drug* located at 8375 West Deer Valley Road is approximately 2.85 miles south. *Arrowhead Towne Center Shopping Mall* located at 7700 West Arrowhead Towne Center, Glendale is approximately 6.2 miles south. Camino A Lago Marketplace and Walmart located at 21471 Lake Pleasant Parkway is approximately 1.4 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 3.0 miles south. *Deer Village Park* located at 21217 N. 88th Lane is approximately 2.5 miles southeast. *The Sunrise Mountain Branch Public Library* is located at 21109 N 98th Avenue, approximately 2.2 miles south. *Lake Pleasant Regional Park* - boating, skiing, camping and general lake recreation, located approximately 15 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 attached Context Plan Exhibit 9)

V. PRELIMINARY DEVELOPMENT PLAN

Sunset Ranch II is a previously approved development with a total gross area of 67± acres with 199 dwelling units. The proposed PAD will add an additional 9.8± acres and 28 dwelling units. (refer to the attached *Preliminary Plat Exhibit 10*).

Sunset Ranch II will be developed in multiple phases, with several of the phases already completed via the previous entitlement (refer to attached Development Plan Exhibit 3A). Parcel J will be developed in one phase with a density of 2.86 du/ac. Sunset Ranch II will have an overall average lot size of 9,612 sq ft and a density of 2.95 du/ac. The average lot area within Sunset Ranch II, Parcel J will be 8,690 sq ft with a minimum lot size of 8,000 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 (refer to attached Sunset Ranch II Development Data Table Exhibit 3B).

The Preliminary Plat and ALTA Survey (Exhibits 10 and 11, respectively) illustrate project access. Circulation within the site will follow a loop configuration with all weather ingress/egress access at 99th Avenue and Williams Road completed with the Sunset Ranch IIB Phase. All interior streets shall be public. Secondary access is provided by 99th Avenue north to Pinnacle Peak Road and 99th Avenue south to Williams Road. Access to Parcel J is provided by 99th 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 for the entire Sunset Ranch II development. 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 J Highlighted

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	7,875	14	70	0.73	14.66%
A-H	53.02	42.80	R1-8	8,012	157	70	6.09	11.49%
I	7.58	6.22	R1-10	9,576	23	70	0.82	10.82%
J	9.80	8.88	R1-8	8,000	28	70	1.25	12.80%
TOTAL	75.35	61.15			222		8.89	11.80%

VII. PROJECT DEVELOPMENT AND PHASING STANDARDS

Unless otherwise specified herein, all properties within Sunset Ranch II, Parcel J 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.

**TABLE 2
PROJECT DEVELOPMENT STANDARDS SUMMARY**

Development Standard	R1-6 Standards	Umbria Estates	R1-8 Standards	Parcels A-H	Parcel J	R1-10 Standards	Parcel I
Average Lot Size		8,012 Sq. Ft.		9,808 Sq. Ft.	8,690 Sq. Ft.		10,242 Sq. Ft.
Minimum Lot Size	6,000 Sq. Ft.	7,875 Sq. Ft.	8,000 Sq. Ft.	8,012 Sq. Ft.	8,000 Sq. Ft.	10,000 Sq. Ft.	9,576 Sq. Ft.
Minimum Lot Width	50'	70'	70'	70'	70'	70'	70'
Minimum Lot Depth	100'	113'	100'	117'	115'	100'	130'
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'	15'	15'	15'	15'
Minimum Side Setback	5'/8'	5'	5'	5'	5'	5'	5'
Total Side Setback	13'	15'	15'	15'	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'	30'	30'	30'	30'
Maximum % Lot Coverage	45%	45%	45%	45%	45%	45%	45%
Number of Lots		14		157	28		23
Du/Ac (Gross)		2.83		2.96	2.86		3.03

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 such as walking trails and benches that also provide retention basin storage with an emphasis on vegetative shade, thereby promoting leisurely usage and enjoyment of the passive open spaces (refer to attached Conceptual Landscape Plan/Standard and Wall Detail Exhibit 12). 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 (*refer to attached Conceptual Landscape Plan/Standards and Wall Detail Exhibit 12*). The height of the wall along Pinnacle Peak Road will be reflective of the results of the Sound Study.

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.

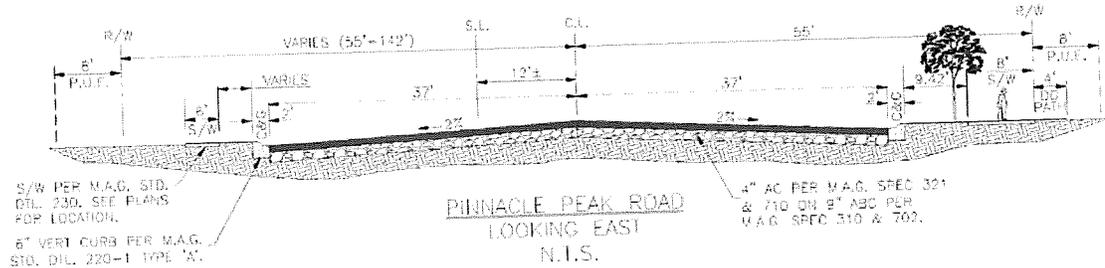
Design Review Standards: Sunset Ranch II, Parcel J subdivision shall conform to the detached single-family residential guidelines approved with Sunset Ranch II, PAD (Z05-25A.4) for Parcel E, F, G and H.

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 (*refer to attached Conceptual Landscape Plan/Standards and Wall Detail Exhibit 12*).

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. There is a regional trail on the south side of Pinnacle Peak Road that this development will continue west along the northern border of Sunset Ranch II Parcel J. This trail will consist of an 8' concrete sidewalk and a 4' stabilized dg trail. The 4' dg trail will overlap the 8' PUE.



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.

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

IX. INFRASTRUCTURE/ UTILITIES

Following the rezone process, the Sunset Ranch II, Parcel J Development will require further approvals to allow for physical development of the project. These approvals include preliminary plat, final plat, civil improvement plans, design review, construction plans, and final landscape plans.

1. Sewer

Sewer service will be provided by the City of Peoria. An 8 inch sanitary sewer line is proposed for this site and will connect to the existing stub left by Sunset Ranch II, Parcel I (Lizard Trails). The proposed 8 inch sewer will traverse through a sewer easement in order to connect to the existing sewer stub. This 8 inch sewer outfalls to the existing 30 inch sewer in Lake Pleasant Parkway.

2. Natural Gas

Natural Gas is available in 99th Avenue from a Southwest Gas line that will be extended from Parcel I.

3. Water

A 16 inch water line will be extended north in 99th Avenue and east in Pinnacle Peak Road, along the project frontage. A connection will then be made from the existing 16 inch waterline in Lake Pleasant Parkway to the proposed system. An 8 inch waterline will run throughout the project site.

4. Telephone

Century Link Communications will be supplying the telephone services to the area. Facilities exist at Sunset Ranch II Parcel E and I and are being brought up to Sunset Ranch Parcel J, therefore this parcel 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.

PRELIMINARY DEVELOPMENT PLAN
EXHIBIT 3A

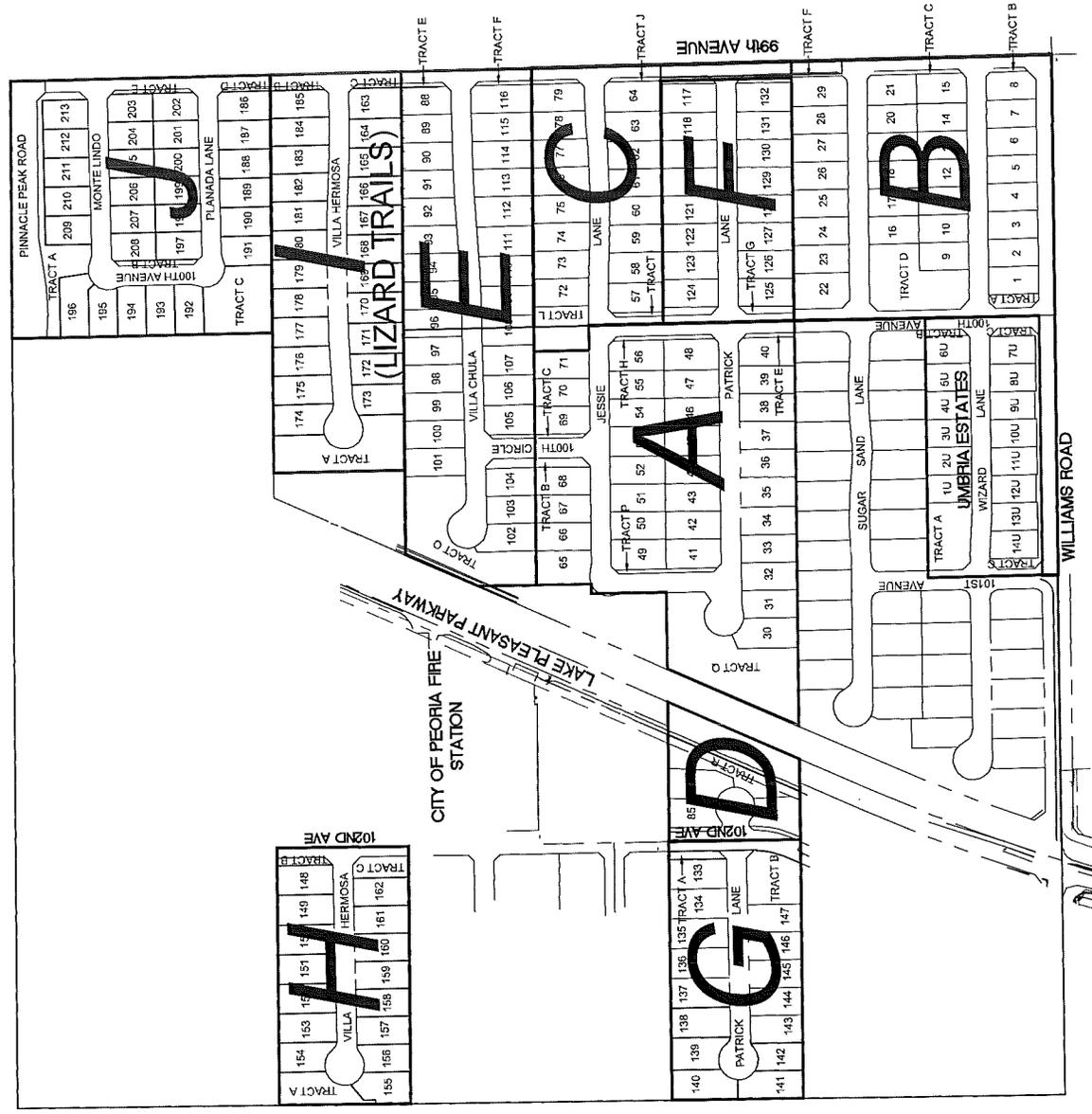
SUNSET RANCH II
 PEORIA, ARIZONA
 EXHIBIT 3A - PRELIMINARY DEVELOPMENT PLAN

14100 North 83rd Avenue Ste 250
 Peoria, Arizona 85381
 Phone: (480) 629-8830
 www.bowmanconsulting.com



JOB #	9820
DATE	08.04.14
SCALE	N.T.S.
DRAWN	CRS
SHT	1 OF 1

CAD FILE NAME: C:\NEW PROJECTS\9820 - Sunset Ranch II\9820-01-001 (ENG)\Engineering\Exhibits\9820-Development Plan.dwg 11/04/2014



SUNSET RANCH II DEVELOPMENT DATA TABLE

EXHIBIT 3B

EXISTING LAND USE MAP

EXHIBIT 4

PROPOSED LAND USE MAP

EXHIBIT 5

EXISTING ZONING MAP

EXHIBIT 6

PROPOSED ZONING MAP

EXHIBIT 7

SCHOOL DISTRICT CONTACT COORDINATION

EXHIBIT 8

Bowman

C O N S U L T I N G

August 20, 2014

Peoria Unified School District
Attn: Padric Hall
6330 West Thunderbird Road
Glendale, AZ 85306

Dear Mr. Hall:

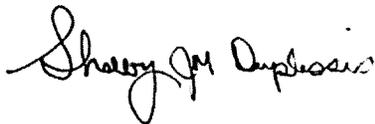
This letter is being sent to you pursuant to the City of Peoria Planning Division School District Notification Policy for General Plan designation and zoning classification changes. Please be advised that we are applying for a zoning change and an amendment to the General Plan that changes the zoning designation of a 9.8 acre site from General Agricultural (AG) to PAD resulting in greater residential densities on the subject property. The property will currently allow approximately 9 residential units; and our application(s) will result in a total of twenty-eight units allowed, an increase of 321%.

We have attached a Preliminary Development Plan for Sunset Ranch II for your reference. The subject property is only Parcel J, the other parcels are shown for reference only. You are requested to respond to Stacey Bridge-Denzak at the City of Peoria Planning Division at 9875 N. 85th Ave, Peoria Arizona 85345, if you have any information you feel is necessary for their review. She can be reached at 623.773.7645.

Please provide us with a Developer Assistance Agreement between Peoria Unified District and Woodside Homes, 1811 S. Alma School Rd., Mesa, 85210 along with the signed Adequate School Facilities Form attached.

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 **623.299.8981**.

Sincerely,



ShelbyJM Duplessis, PE, LEED AP
Senior Project Manager

Certification of Adequate School Facilities
for
Residential Rezoning-

City Application Number: _____

City Staff Contact: City of Peoria Telephone: 623-773-7700

Property Address: SWC of Pinnacle Peak Road and 99th Ave

Property Size: 9.80 acres

Existing Zoning: Agricultural Proposed Zoning: R1-8 PAD

Existing Dwelling Unit Potential: Single Family: 0 Multi-Family: _____

Proposed# of Dwelling Units: Single Family: 28 Multi-Family: _____

Net Increase in Dwelling Units from Existing Zoning:
Single Family: 28 Multi-Family: _____

Affected School District(s): Elementary: Peoria Unified School District
Middle: Peoria Unified School District
High School: Peoria Unified School District

Impacted School(s): Elementary: Sunset Heights Elementary
Middle: Sunset Heights Elementary
High School: Liberty High School

Applicant/Contact for Rezoning Application: Bowman Consulting Group - Shelby Duplessis

Address: 14100 N. 83rd Avenue, Suite 250, Tempe, AZ 85381

Telephone: 623.299.8981 Fax: 602.800.5103

Email: sduplessis@bowmanconsulting.com

Sent for Certification to: _____

Referred Date: 8/20/14

Response Deadline: 8/31/14

If no response is received by this date, it will be assumed that there are adequate school facilities for the proposed rezoning.

Response Date: _____

Certification of Adequate School
Facilities for
Residential Rezoning

To Be Completed By School Official (Choose One)

1. The school district has adequate facilities to accommodate the projected number of new students within the school district attendance area that will be generated by this rezoning request.
2. The school district will have adequate school facilities by a planned capital improvement to be constructed within one (1) year and located within the school district's attendance area affected by this residential rezoning request.
3. The school district has determined an existing or proposed charter school can provide adequate school facilities.
4. The applicant and the school district have entered into an agreement to provide, or help to provide, adequate school facilities in a timely manner within the school district's attendance area affected by this residential rezoning request. Details of this agreement are not required.
5. The school district does not have adequate school facilities to accommodate projected growth attributable to the rezoning.

If response number five (5) is selected, please provide specific details regarding the factors contributing to the lack of adequate facilities as related to the School Facilities Board Guidelines. Indicate where facilities are not adequate. Attach additional details as necessary.

- | | |
|--|--|
| A. School Site | |
| B. Academic Classroom Space | |
| C. Classroom Fixtures and Equipment | |
| D. Libraries and Media Centers | |
| E. Auditoriums and Multipurpose Rooms | |
| F. Technology | |
| G. Transportation | |
| H. Science Facilities | |
| I. Arts Facilities | |
| J. Vocational Educational Education Facilities | |
| K. Physical Education-Comprehensive Health Program | |
| L. Other School Facility Areas and Equipment | |
| a. Compliance with Building Codes | |
| b. Building Systems | |
| c. Building Soundness | |
| d. Minimum Gross Square Footage | |
| e. Critical Health or Safety Issues | |

School District: Peoria Unified School District #11
 Representative Name (Please Print): Patrick Hall
 Representative Signature: *Patrick Hall*
 Title: Demographer Date: Aug 26, 2014 Application No.: _____

The completed Certification of Adequate School Facilities should be forwarded to:

Bowman Consulting Group
 Attn: Shelby Duplessis
 14100 N. 83rd Avenue, #250
 Peoria, AZ 85381
 623.299.8981

DEVELOPER ASSISTANCE AGREEMENT

This Agreement is entered into on _____, 2014, between the following parties:

PEORIA UNIFIED SCHOOL DISTRICT NO. 11

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

and

WOODSIDE HOMES

(hereafter "Developer")
1811 South Alma School Road.
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 J 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 herto. 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 signators 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

: Sunset Ranch 2, Parcel J PAD Amendment

: Approximately 9.8 acres near the SWC of Pinnacle Peak Road and 99th Avenue, Peoria,

AZ

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 28 homes in the Parcel J 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

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

PARCEL NO. 1

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST 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;

EXCEPTING THEREFROM, ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT.

EXCEPT THE PORTION DEDICATED TO PUBLIC ROAD WAY THROUGH THE DOCUMENT 2003-0873800 AND BRIEFLY DESCRIBED AS FOLLOWS

THE NORTH 55 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST 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;

THAT PORTION OF THE PARCEL DESCRIBED IN THE MARICOPA COUNTY RECORDERS OFFICE DOCUMENT NO. 87-404083 LOCATED IN SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE NORTH 55.00 FEET OF SAID SECTION 17 AND LYING NORTHERLY TO THE FOLLOWING DESCRIBED RIGHT OF WAY LINE;

LINE DESCRIPTION:

COMMENCING AT A REBAR MARKING THE CENTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, FROM WHICH A STONE, AS PER GLO NOTES, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 17, BEARS NORTH 00° 33' 00" EAST, 2645.16 FEET;

THENCE SOUTH 89° 23' 38" EAST, 669.26 FEET TO THE POINT OF BEGINNING; BEING ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4508.66 FEET, AND A CENTRAL ANGLE OF 6° 09' 39", SAID CURVE BEING CONCENTRIC WITH AND 75.00 FEET EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD AS SHOWN ON THE UNRECORDED RECORD OF SURVEY PREPARED FOR THE CITY OF PEORIA, BY TBE GROUP, INC., PROJECT "LAKE PLEASANT PARKWAY", AND SEALED ON JANUARY 08, 2001;

THENCE 484.80 FEET ALONG SAID CONCENTRIC NON-TANGENT CURVE WHO'S RADIUS BEARS SOUTH 71° 23' 40" EAST;

THENCE NORTH 24° 45' 59" EAST, 1877.96 FEET ALONG A LINE PARALLEL WITH AND 75.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE SAID EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD;

THENCE SOUTH 65° 14' 01" EAST, 20.00 FEET TO A LINE PARALLEL WITH AND 95.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD;

THENCE NORTH 24° 45' 59" EAST, 464.47 FEET ALONG SAID LINE PARALLEL WITH AND 95.00 FEET MEASURED PERPENDICULAR EASTERLY TO THE EXISTING RIGHT OF WAY CENTERLINE OF LAKE PLEASANT ROAD, TO THE SOUTH LINE OF THE NORTH 55.00 FEET OF SAID SECTION 17;

THENCE SOUTH 89° 06' 45" EAST, 18.96 FEET ALONG SAID SOUTH LINE, TO THE PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD BEING A LINE PARALLEL WITH AND 40.00 FEET MEASURED PERPENDICULAR SOUTHEASTERLY TO THE PROPOSED PINNACLE PEAK ROAD CENTERLINE;

THENCE SOUTH 75° 14' 01" EAST, 7.67 FEET ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, TO A CONCENTRIC TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 25° 10' 02";

THENCE 281.12 FEET ALONG SAID CONCENTRIC TANGENT CURVE, CONTINUING ALONG SAID PROPOSED 40.00 FEET SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD;

THENCE NORTH 79° 35' 52" EAST, 41.54 FEET CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD TO THE POINT OF TERMINATION ON SAID SOUTH LINE OF THE NORTH 55.00 FEET OF SECTION 17;

THENCE, CONTINUING FOR A MONUMENT TIE, NORTH 79° 35' 52" EAST, 21.27 FEET CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD TO A CONCENTRIC TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 560.00 FEET AND A CENTRAL ANGLE OF 11° 17' 18";

THENCE 110.33 FEET ALONG SAID CONCENTRIC TANGENT CURVE, CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, BEING ON THE EXISTING 40 FOOT RIGHT OF WAY LINE OF PINNACLE PEAK ROAD, AS DESCRIBED IN DOCKET 11923, PAGE 1096, M.C.R., ALSO BEING THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SECTION 17;

THENCE NORTH 00° 53' 15" EAST, 40.00 FEET TO THE NORTH LINE OF SAID SECTION 17, FROM WHICH A BRASS CAP IN HAND HOLE, MARKING THE NORTHEAST CORNER OF SAID SECTION 17, BEARS SOUTH 89° 06' 45" EAST, 287.64 FEET, AND FROM WHICH A STONE, AS PER GLO NOTES, MARKING THE NORTH QUARTER CORNER OF SAID SECTION 17, BEARS NORTH 89° 06' 45" WEST, 2299.81 FEET:

PARCEL NO. 2

THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST 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;

EXCEPTING AND RESERVING TO THE UNITED STATES OF AMERICA ALL OIL, GAS AND OTHER MINERALS IN PATENT RECORDED IN DOCKET 3194, PAGE 174.

CONTEXT PLAN AND SITE PHOTOS

EXHIBIT 9

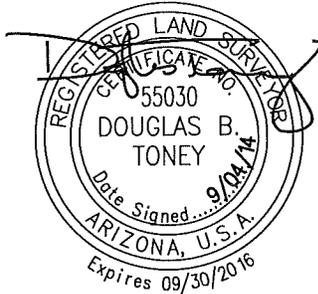
PRELIMINARY PLAT

EXHIBIT 10

A.L.T.A SURVEY AND LEGAL DESCRIPTION

EXHIBIT 11

September 4, 2014
PROJECT # 9620-01-009



LEGAL DESCRIPTION
SUNSET RANCH – PARCEL J

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; EXCEPT THAT PORTION DEDICATED AS PUBLIC ROADWAY IN DOCUMENT NO. 2003-0873800, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 17, BEING A CITY OF PEORIA BRASS CAP FLUSH, 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 55.01 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°08'38" EAST, ALONG SAID EAST LINE, A DISTANCE OF 603.28 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 89°11'11" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 648.86 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17;

THENCE NORTH 00°01'51" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4 NE1/4 NE1/4) OF SAID SECTION 17, A DISTANCE OF 586.46 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PINNACLE PEAK ROAD, AS DESCRIBED IN SAID DOCUMENT NO. 2003-0873800, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 06°23'42" EAST, A RADIAL DISTANCE OF 640.00 FEET;

THENCE EASTERLY ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 16°48'23", AN ARC DISTANCE OF 187.73 FEET TO A POINT OF NON-TANGENCY;

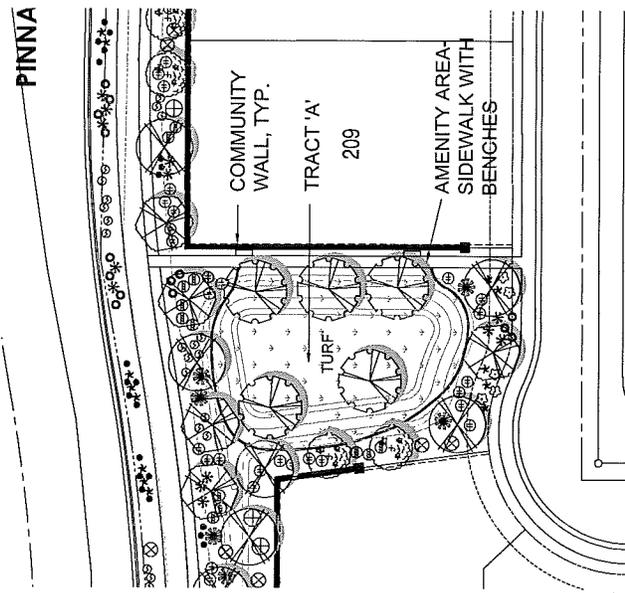
THENCE NORTH 79°35'14" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 41.48 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°07'08" EAST, ALONG SAID PARALLEL LINE AND RIGHT-OF-WAY, A DISTANCE OF 419.27 FEET TO THE **POINT OF BEGINNING**.

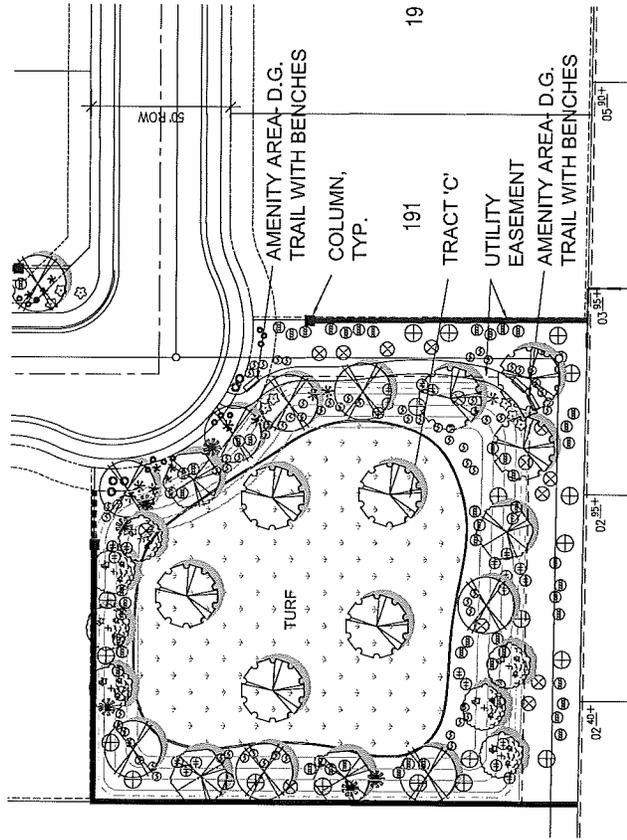
SAID PARCEL CONTAINS 387,652 SQUARE FEET OR 8.8993 ACRES, MORE OR LESS.

CONCEPTUAL LANDSCAPE PLAN/STANDARDS & WALL DETAILS

EXHIBIT 12



A TRACT 'A' - NORTH AMENITY
NTS



B TRACT 'C' - SOUTH AMENITY
NTS

SUNSET RANCH II - PARCEL J
 AMENITY ENLARGEMENTS:
 Peoria, AZ.

THIS EXHIBIT IS CONCEPTUAL AND IS SUBJECT TO CHANGE WITH FINAL CONSTRUCTION DOCUMENTS

Drawn by:	EE
Job No:	14241
Date:	8.25.14
PL2	of 2

