City Council Meeting
Notice & Agenda

Tuesday, October 23, 2012
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting & Study Session

5:00 P.M. Convene

Roll Call
Final Call To Submit Speaker Request Forms

Consent Agenda

CONSENT AGENDA: All items listed with a "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Consent

Study Session Agenda

Subject(s) for Discussion Only

1. Impact Fee Update

2. Development Services User Fee Policy

Call To The Public (Non-Agenda Items)
If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Adjournment

Mayor	Palo Verde District	Acacia District	Ironwood District	Mesquite District	Pine District	Willow District
Bob Barrett	Ron Aames, Vice Mayor	Tony Rivero	Dave Pearson	Cathy Carlat	Carlo Leone	Joan Evans

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance
Roll Call

Final Call To Submit Speaker Request Forms

Presentation

3. 2012 Sister Cities Young Ambassador Youth Exchange

Consent Agenda

CONSENT AGENDA: All items listed with a "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

4C **Minutes**

Discussion and possible action to approve the October 9, 2012 City Council Meeting minutes.

5C **Supplemental Benefits for Public Safety Employees**

Discussion and possible action to adopt the Supplemental Benefits Plan for Public Safety Employees.

6C **Contract Amendment, Brignall Construction Company, Community Center Building Addition, 84th Avenue and Jefferson Street**

Discussion and possible action to: (a) authorize a budget transfer of $130,000 from the General Fund Contingency Account to the 2010 General Obligation Bond Fund Building and Improvements Account, (b) approve the use of reserves from the 2010 General Obligation Bond Fund, and (c) authorize a final contract amendment at the conclusion of construction to Brignall Construction in an amount not to exceed $130,000.

7C **Appointments, Boards and Commissions**

Discussion and possible action to approve the recommendation from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopt the Resolutions as presented:

Adopt **RES. 2012-115** appointing Lois Galpert, as a regular member, to the Arts Commission,

Adopt **RES. 2012-116** appointing Cecil Daniels, as a regular member, to the Board of Adjustment,

Adopt **RES. 2012-117** appointing Brent Taylor, as a regular member, to the Parks and Recreation Board, and

Adopt **RES. 2012-118** appointing Ian Mullane, as a regular member, to the Youth Advisory Board.

Regular Agenda

New Business

8R **PUBLIC HEARING - Liquor License, Satara Thai Cuisine Boutique Wine, 8350 W. Paradise Lane**

PUBLIC HEARING: Re: A New Restaurant Liquor License (Series 12) for Satara Thai Cuisine Boutique Wine, located at 8350 W. Paradise Lane, Steven R. Jones, Applicant, LL#20005219.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend denial to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Satara Thai Cuisine Boutique Wine, located at 8350 W. Paradise Lane, Steven R. Jones, Applicant, LL#20005219.

9R **PUBLIC HEARING - Liquor License, Various Locations**

PUBLIC HEARING: RE: (a) A New Restaurant Liquor License (Series 12) for Sweet Tomatoes #43, located at 7565 W. Bell Road Suite 1, Natalie B. Lahr, Applicant, LL#10658. (b) A New Restaurant Liquor License (Series 12) for Rosati's Pizza, located at 10651 W. Olive Avenue #105, Prabhjot Gill, Applicant, LL#10018875. (c) A New Restaurant Liquor License (Series 12) for Oriental Buffet Grill & Sushi, located at 10146 W. Lake Pleasant Parkway Suite 1030, Xinxc Q. Chen, Applicant, LL#20006384; and (d) A New Wine and Beer Liquor License (Series 10) for Spanky's Smoke Shop, located at 8868 W. Bell Road Suite 103, Matthew J. White, Applicant, LL#20003953.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for: (a) A New Restaurant Liquor License (Series 12) for Sweet Tomatoes #43, located at 7565 W. Bell Road Suite 1, Natalie B. Lahr, Applicant, LL#10658. (b) A New Restaurant Liquor License (Series 12) for Rosati's Pizza, located at 10651 W. Olive Avenue #105, Prabhjot Gill, Applicant, LL#10018875. (c) A New Restaurant Liquor License (Series 12) for Oriental Buffet Grill & Sushi, located at 10146 W. Lake Pleasant Parkway Suite 1030, Xinxc Q. Chen, Applicant, LL#20006384; and (d) A New Wine and Beer Liquor License (Series 10) for Spanky's Smoke Shop, located at 8868 W. Bell Road Suite 103, Matthew J. White, Applicant, LL#20003953.

10R **PUBLIC HEARING – Major Planned Area Development (PAD) Amendment, Donation Center, Fletcher Heights PAD, Lake Pleasant Parkway and 83rd Avenue**

PUBLIC HEARING: RE: A request to amend the Fletcher Heights Planned Area Development (PAD) by amending the permitted use list to allow donation centers as conditional uses on a 17-acre parcel located at the northeast corner of Lake Pleasant Parkway and 83rd Avenue.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-22** amending a Planned Area Development (PAD) for approximately 17 acres located at the northeast corner of Lake Pleasant Parkway and 83rd Avenue. (Z 93-10A.7)

11R **PUBLIC HEARING - Minor General Plan Amendment, Land Use Map, Sunset Ranch 2, Lake Pleasant Parkway and Williams Road**

PUBLIC HEARING: RE: A request to amend the General Plan Land Use Map by re-designating approximately 9.67 acres of land located east of Lake Pleasant Parkway and north of Williams Road from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac).

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2012-123** approving a minor amendment to the General Plan Land Use Map by re-designating approximately 9.67 acres of land, located east of Lake Pleasant Parkway and north of Williams Road, from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac). (GPA 12-0006)

12R **PUBLIC HEARING – Major Planned Area Development (PAD) Amendment, Sunset Ranch 2 PAD, Lake Pleasant Parkway and Williams Road**

PUBLIC HEARING: RE: A request for a major amendment to the Sunset Ranch 2 Planned Area Development to incorporate the addition of approximately 19.72 acres of development area for multiple sites located on the east and west sides of Lake Pleasant Parkway and north of Williams Road.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-24** amending the Sunset Ranch 2 Planned Area Development (PAD) for approximately 19.72 acres of development area for multiple sites located on the east and west sides of Lake Pleasant Parkway and north of Williams Road. (Z 05-25A.3)

13R **PUBLIC HEARING – Rezoning, 75th Avenue and Tierra Buena Lane**

PUBLIC HEARING: RE: A request to rezone approximately 9.25 acres located at the northwest corner of 75th Avenue and Tierra Buena from Planned Area Development (PAD) to R1-6 Single-Family Residential.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-23** rezoning approximately 9.25 acres located at the northwest corner of 75th Avenue and Tierra Buena from Planned Area Development (PAD) to R1-6 Single-Family Residential. (Z12-0002)

14R **Economic Development Agreement, Trine University**

Discussion and possible action to authorize the City Manager to enter into an Economic Development Agreement with Trine University for the development of a branch campus in Peoria.

15R **Economic Development Agreement, Genome Identification Corp.**

Discussion and possible action to authorize the City Manager to sign the Economic Development Agreement with Genome Identification Corp.

16R **Memorandum of Understanding, Peoria Sports Park, LLC**

Discussion and possible action to authorize the City Manager to enter into a Memorandum of Understanding with Peoria Sports Park, LLC for development of a mixed-use redevelopment project.

17R **Contract, Mortenson Construction, Peoria Sports Complex Improvements, 83rd Ave and Stadium Way**

Discussion and possible action to: (a) authorize the City to enter into an agreement with Mortenson Construction for an amount not to exceed $26,360,000 for incremental Guaranteed Maximum Price (GMP) procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements, and (b) authorize the City Manager to execute any applicable agreement or amendment documents related thereto.

Call To The Public (Non-Agenda Items)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Reports from City Manager

18. **Council Calendar**

19. **Reports with Presentation**

20. **Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)**

A. Upcoming Special Events

Reports from City Council

Reports from the Mayor

Adjournment

NOTE: Documentation (if any) for items listed on the Agenda is available for public inspection, a minimum of 24 hours prior to the Council Meeting, at any time during regular business hours in the Office of the City Clerk, 8401 W. Monroe Street, Room 150, Peoria, AZ 85345.

Accommodations for Individuals with Disabilities. *Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 8401 West Monroe Street, Room 150, Peoria, Arizona 85345 (623)773-7340, TDD (623)773-7221, or FAX (623) 773-7304. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

PUBLIC NOTICE:
In addition to the City Council members noted above, one or more members of the City of Peoria Boards and Commissions may be present to observe the City Council meeting as noticed on this agenda.

City Council Meetings can be viewed live on Channel 11 (Cox Cable) and are available for viewing on demand at http://www.peoriaaz.gov/content2.aspx?id=2151.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

SS#1

Date Prepared: October 10, 2012 **Council Meeting Date: October 23, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Katie Gregory, Budget Coordinator**

THROUGH: **Susan Thorpe, Deputy City Manager**

SUBJECT: **Development Impact Fee Update**

Purpose:
Provide Council with a brief update on the Development Impact Fee Studies.

Background/Summary:
Development Impact Fees are assessed by the City of Peoria to help pay for the one-time capital infrastructure costs resulting from new developments in the City. In areas of the city where little or no development exists, infrastructure requirements are great, as are the costs to provide that infrastructure. Substantial capital investments for roads, parks, water and wastewater facilities, public safety facilities and libraries are necessary to serve new growth and maintain existing levels of service.

Considering the planned growth in the city, development fees will continue to be a very important source for funding the City's infrastructure needs over the next ten to fifteen years. The City's most current ten-year capital improvement plan (CIP) includes just under $80 million of development fee funded projects which represents 17% of the total ten-year CIP. During the high development years (2004-2009), impact fees funded close to 35% of the City's Capital needs.

Fiscal Analysis:
Last year Governor Brewer signed SB1525 into law which significantly amended the development fee enabling legislation. SB1525 placed greater restrictions on several fee categories by redefining "necessary public services". Under the new requirements, a portion of the City's planned infrastructure costs may no longer be included in the development fee calculation. As a result, the City will need to identify other funding sources to cover the full cost of providing the needed infrastructure as growth occurs.

Additionally, as new growth occurs in the city, particularly the northern portion of the city where infrastructure need are great, impact fees are needed to support the costs of growth and maintain the existing levels of service.

Previous Actions:
On July 3, 2012, Staff provided an overview of the new requirements of SB1525.

On August 21, 2012, City Council approved two consultant contracts for the 2012 Impact Fee Update.

Narrative:
Staff is currently in the process of working with our consultant to provide the necessary data to begin assessing land use assumptions and levels of service. It is anticipated that Council will be provided with a number of updates throughout the Impact Fee Study and various policy items will be identified for discussion. Early policy considerations include, but are not limited to:

- Expanding or limiting impact fee zones
- Utilizing a biennial audit or an advisory committee
- Evaluating fee reduction options for certain types of uses

Additional policy items may be identified as new information is reviewed and we begin engaging our development stakeholders.

Contact Name and Number: Katie Gregory, (623) 773-7364

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: October 9, 2012 **Council Meeting Date: October 23, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Katie Gregory, Budget Coordinator**

THROUGH: **Susan K. Thorpe, Deputy City Manager**

SUBJECT: **Council Policy – Development Services User Fee Cost Recovery**

Purpose:
This is a request for City Council to review the updated Draft Development Services User Fee Cost Recovery Policy.

Background:
Local governments are providers of many types of general services to their communities. While some services may be classified as globally beneficial to all citizens, others provide more of a direct benefit to a specific group or individual. It is common in development services activities, such as planning, site development and building development, that fees are established at a level that recovers the cost of providing the service, no more, and no less. In other service areas, such as Community Services, cost recovery targets vary from program to program and city to city.

Recently, the Management and Budget, Planning and Community Development and Economic Development Services Departments completed a review of the user fee activities in the Development Services divisions. Based on the analysis, it was found that the current schedule of fees recovers approximately 55% of the cost of providing these services thus requiring a substantial subsidy from the city's general fund.

On July 3, 2012, staff brought forward a draft development services user fee cost recovery policy for council review and discussion. At that meeting, staff provided an overview of the policy and solicited council input for establishing cost recovery targets. Upon review, Council indicated a desire to add language in the "Pricing Policy Considerations" section that recognizes the city's competitive position among neighboring jurisdictions when considering fee levels, and include a provision that ensures a minimum level of stakeholder engagement with our development community prior to finalizing fee recommendations and/or policy changes. These changes have been incorporated into the attached updated draft policy.

Additionally, the Council asked that staff meet with the development community on the draft policy and solicit their input. On August 15th, and August 21st, city staff held a Developer's

Forum and met with representatives from the development community to discuss current levels of service in the Planning, Site Development and Building Development divisions as well as review and comment on the policy.

Staff invited builders, developers and land advisors currently doing business with the City as well as the Home Builders Association, Multi-Family Housing Association and Valley Partnership liaisons. Representatives from Peoria home builders, land developers, and the Home Builders Association were in attendance. There were very few comments on the draft policy, however, they did emphasize their interest in the predictability of costs and how important it is to their projects, particularly those that take a number of years to fully materialize. All indicated that they would like to have an opportunity to review and provide comment on specific fee recommendations that result from the cost recovery analysis.

Council Policy Discussion
As council reviews the policy, there are a number of important considerations that help drive cost recovery targets. These include:

1. How much of the service cost should be borne by the individual user of the service and how much will be subsidized by the general taxpayers?
2. Will the level of the fee affect the demand for the service?
3. What are the appropriate levels of cost recovery for certain groups or activities? Non-profit? At-risk permits? Residential vs. commercial?
4. How often should fees be reviewed and updated?
5. Should the City utilize an annual increase mechanism that reflects increases in costs?

Previous Actions:
February 13, 2012 - The Cost Recovery Policy for Development Services User Fees was reviewed with the General Government Council Subcommittee and they unanimously approved moving the policy forward to the full Council.

July 3, 2012 – Council reviewed the Cost Recovery Policy for Development Services User Fees and provided staff direction to meet with representatives of the development community to solicit input.

Options:

A: Forward the proposed Council Policy on Development Services User Fees for adoption. Once adopted, staff will finalize a cost of service analysis and engage stakeholders to review and comment on fee recommendations. Staff would then bring forward final fee recommendations at the Budget Study Sessions as outlined in the policy.

B: Make changes to the Council Policy and bring a revised policy back to the full Council for additional review in either a Study Session items or Regular Agenda item.

Staff's Recommendation:

Staff recommends that the Council reviews the attached Development Services User Fees Cost Recovery Policy that establishes a set procedure for reviewing and adjusting fees, identifies cost recovery targets and pricing policy considerations, and direct staff to place the Council policy on a future Regular Agenda for approval.

Fiscal Analysis:
Once adopted, the Council Policy will set the framework for the Cost of Service review. Currently the City's General Fund is subsidizing 45% of the cost of Development Services activities.

Exhibit(s):

Exhibit 1: Draft Council Policy on Development Services User Fees

Contact Name and Number: Katie Gregory, 623-773-7364

	EXHIBIT 1 ***DRAFT*** **COUNCIL POLICY**	**CP** _____ *[One of pre-existing list]* *[Assigned by CAO]* **DEPARTMENT:** **Management and Budget**
SUBJECT: Development Services User Fee Cost Recovery Policy		**EFFECTIVE DATE:** *[Date of Council Meeting]*

A. Purpose

A.1. The purpose of this policy is to provide general guidelines and to incorporate best practices in establishing user fees to ensure that the City adequately recovers costs for services it provides to the public. The User Fee Policy identifies the procedure for adjusting fees, the level of cost recovery, factors that need to be considered in setting fees, and the frequency of comprehensive user fee studies. The key objective of the User Fee Policy is to review and update fees on an ongoing basis to ensure that they keep pace with changes in the cost-of living as well as changes in methods or levels of service delivery.

B. Procedure

B.1. Fees for services shall be reviewed and adjusted annually to be consistent with the target cost recovery of the service and will be recommended by the responsible department and the Management and Budget Director.

B.2. Fee recommendations for the Development Services Divisions will be made at the appropriate time as part of the annual budgeting process and will be approved by City Council.

B.3. An updated fee schedule will be submitted to the City Attorney's Office and City Clerk to update the City Code on an annual basis, unless otherwise required by State Statute.

B.4. The Development Services User Fee Policy shall be reviewed every three to five years with City Council to ensure cost recovery is aligned with the city's priorities. Changes to the policy can be made as needed with City Manager and City Council approval.

C. Definitions

C.1. "Development Services Divisions" are the cost centers that support the planning, site development and building development activities within the city including fire prevention and engineering review and inspection services.

C.2. "User Fee" is a fee charged by a government agency to recipients of its services. User fees generally apply to activities that provide special benefits to members of the public, and the amount of the fee is usually related to the cost of the service provided.

C.3. "Cost Recovery" is recouping a portion of or all costs associated with a particular service provided by the government agency to the public. Cost recovery has two important rationales: (a) maintaining equity considerations in regard to the provision of public services; and (b) revenue generation through full cost accounting, thereby improving government efficiency.

C.4. "Direct Costs" are the costs incurred directly by providing a specified service. These costs are associated with staff time spent performing service related duties and include employee salary and benefits. In general, direct costs are any costs that can be traced directly to the production of a given service or product.

C.5. "Indirect Costs" are the costs not directly accountable or associated with the production of a service, such as a fixed cost. Indirect costs include departmental overhead (operating expenses and internal administrative costs), as well as citywide overhead, including all those costs that support City programs and services.

D. Levels of Cost Recovery

D.1. Full Cost Recovery (100 Percent)

In general, fees for services provided by the development services divisions, should recover the full cost of providing the service. Fees that are determined to have a 100 percent cost recovery target shall be updated annually based on the costs incurred for providing services using actual data from the prior fiscal year.

D.2. Partial Cost Recovery (Below 100 Percent)

Certain fees may be identified to have a partial cost recovery target. These fees may be adjusted annually by a standardized escalator based on Labor cost adjustments. Fees are generally set at less than 100 percent cost recovery in cases where:

(a) the collection of fees is not cost-effective;
(b) the collection of fees would not comply with regulatory requirements;
(c) the purpose of the fee is not to generate revenue but rather provide a community benefit (i.e. public safety)
(d) competitive market conditions make a full cost fee undesirable

D.3. Other Cost Recovery Targets

Other recovery targets may be identified for activities that require a higher levels of service (LOS) or that pose a greater risk to the City. Examples may include Expedited Review and At-Risk Grading Permits. In these cases, fees may be charged that recover more than 100% of the actual cost.

The Peoria City Council makes the final decisions based on community priorities and recommendations from review committees (if applicable).

E. Pricing Policy Considerations

The following economic and policy considerations shall be considered when setting cost recovery levels:

1. Fee amounts shall be proportional to the costs associated with providing the service. The full cost should consist of both direct and indirect costs and should be included within the fee amount. Indirect costs shall be captured through overhead rates for each department.

2. Competing policy objectives may result in reduced user fees and charges that recover only a portion of service costs. (Partial recovery)

3. Public use of government services shall be considered (potential to use fees as a means of encouraging or discouraging activities, for instance, at-risk grading permits).

4. Constitutional or other types of limitations on charging more or less than the actual cost of providing the service.

5. Subsidization (less than full cost recovery) of activities for groups who cannot afford access to services if fees are set at full cost recovery. In these cases, the City may subsidize a portion of the cost of the service.

6. The fee amount and its affect on the demand of the service shall be considered. A sensitivity analysis of consumer demand and/or current market study data shall be considered when setting fees.

7. The nature and extent of the benefit to the fee-payers. The recipients that benefit from the service provided shall be identified. The fee review shall consider whether the service is beneficial to the public as a whole or the individual fee-payer.

F. Public Input and Availability of Fee Information

F.1. The City will hold a minimum of one development stakeholder meeting to solicit comments and considerations prior to finalizing a fee recommendation and/or policy changes.

F.2. When fee adjustments are recommended, data indicating the proposed fee, the estimated cost required for providing the service, and the estimated amount of revenue adjustments shall be available to the public prior to any formal action of the full City Council through the docketing of the report on the Council agenda.

F.3. The Development Services Divisions shall post an updated schedule of all fees on the City's internet site on July 1st of each year.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: **October 2, 2012** **Council Meeting Date: October 23, 2012**

TO: Mayor and City Council

FROM: Claudia Lujan, Assistant to City Manager

SUBJECT: 2012 Sister City Young Ambassador Exchange Presentation

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Purpose:

This is a presentation by delegates of the 2012 Peoria Young Ambassador to update the City Council and highlight this past summer's youth exchange program.

Background/Summary:

In 2002, the City of Peoria and the Borough of Ards, Northern Ireland formalized sister city relations with the signing of a partnership agreement between the two cities. In 2004, the first youth exchange between the two cities took place. Each year since, resident high school-aged youth participate as hosts for two weeks, followed by a two-week home-stay experience abroad. To date, 36 youth from each of the two cities have exchanged cultures through this program.

Previous Actions:

The Young Ambassadors provide an annual presentation to Council highlighting outcomes and memorable events from their exchange and travels abroad.

Options:

This is for presentation purposes only.

Staff's Recommendation:

This is for presentation purposes only.

Fiscal Analysis:

This is for presentation purposes only.

Narrative:

At the October 23, 2012 meeting of the City Council this year's Peoria Young Ambassador delegation will make a brief presentation to the Mayor and City Council about the recent cultural exchange and the exchange of community collages.

Contact Name and Number: Terri Smith; City Council Assistant; (623) 773-7328

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
October 9, 2012

A **Regular Meeting** of the City Council of the City of Peoria, Arizona was convened at 8401 West Monroe Street in open and public session at 7:00 p.m.

Following a moment of silent reflection, Councilmember Rivero led the Pledge of Allegiance.

Members Present: Mayor Bob Barrett; Vice Mayor Ron Aames; Councilmembers Cathy Carlat, Joan Evans, Carlo Leone, Dave Pearson and Tony Rivero.

Other Municipal Officials Present: Carl Swenson, City Manager; Steve Kemp, City Attorney; Rhonda Geriminsky, Interim City Clerk; Andy Granger, Engineering Director; Chris Jacques, Planning and Community Development Director; Bo Larsen, Public Information Manager; Bill Mattingly, Public Works Director; Brent Mattingly, Finance Director; Roy Minter, Police Chief; Bobby Ruiz, Fire Chief; John Sefton, Community Services Director; Jeff Tyne, Management and Budget Director; Scott Whyte, Economic Development Services Director; and Linda Blas, Deputy City Clerk.

Audience: Approximately 10 members of the public were present.

Note: The order in which items appear in the minutes is not necessarily the order in which they were discussed in the meeting.

Presentation

1. Christmas for the Troops

Rachelle Barrett addressed Council on behalf of the Peoria Sunset Lions Club regarding the "Christmas for the Troops" program. The Lions Club will be collecting items to ship overseas in support of our troops. Ms. Barrett requested use of City properties as collection stations.

Consent Agenda

CONSENT AGENDA: All items listed with a "C" are considered to be routine or have been previously reviewed by the City Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

Mayor Barrett asked if any Councilmember wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Councilmember Carlat, seconded by Councilmember Leone, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 7 to 0.

2C Disposition of Absence

Excused the absence of Councilmember Tony Rivero from the Special Meeting held at 5:00 p.m. on September 11, 2012.

3C Minutes

Approved the following City Council Meeting minutes:

September 11, 2012
September 18, 2012

4C Grant-In-Aid, Fiscal Agent Agreement, Tohono O'odham Nation

(a) Approved a Grant-In-Aid Fiscal Agent Agreement with the Tohono O'odham Nation on behalf of Benevilla regarding operating expenses for a vehicle to transport elderly individuals to and from adult day centers; and

(b) Approved a budget transfer in the amount of $20,000 from the Proposed Grant Contingency Account to the General Fund Non-departmental - Community Promotions Account.

5C Intergovernmental Agreement Amendment, Arizona Child Abduction Response Team, Law Enforcement Services and Resources for Child Abduction Cases

Authorized the City Manager to execute an amended Intergovernmental Agreement for the participation of the Peoria Police Department in the Arizona Child Abduction Response Team.

6C Abandonment of City Interest, Easement for Public Water Line, 91st Avenue and Peoria Avenue

RESOLUTION NO. 2012-113

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA FINDING THAT CERTAIN EASEMENT FOR PUBLIC WATER LINE TO BE UNNECESSARY TO CITY PURPOSES AND NO LONGER REQUIRED TO BE RETAINED BY THE CITY AND DIRECTING THAT SUCH UNNECESSARY EASEMENT FOR PUBLIC WATER LINE BE DISPOSED OF IN THE MANNER PROVIDED BY LAW AND DECLARING AN EMERGENCY.

Adopted **RES. 2012-113** authorizing the abandonment of the City's interest in an Easement for Public Water Line that is within a vacant lot located west of 91st Avenue and north of Peoria Avenue and declaring an emergency.

7C Right-of-Way License, Entry Monument, Deer Village Unit I

RESOLUTION NO. 2012-114

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, AUTHORIZING THE GRANTING OF A LICENSE TO A HOMEOWNER'S ASSOCIATION TO ALLOW FOR THE CONSTRUCTION AND MAINTENANCE OF A NEIGHBORHOOD ENTRY FEATURE AT THE DEER VALLEY UNIT I SUBDIVISION LOCATED AT THE SOUTHEAST CORNER OF 91ST AVENUE AND DEER VALLEY ROAD.

Adopted **RES. 2012-114** authorizing the execution of a Right-of-Way License to allow the Homeowners Association of Deer Village I to place an entry monument within a City-owned parcel located at the southeast corner of Deer Valley Road and 91st Avenue.

8C Deeds and Easements, Various Locations

RESOLUTION NO. 2012-112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA ADOPTING A RESOLUTION FORMALLY ACCEPTING DEEDS AND EASEMENTS FOR PROPERTY RIGHTS CONVEYED TO THE CITY OF PEORIA.

Adopted **RES. 2012-112** designating Real Properties to be used as City roadways and authorized the establishment of Public Right-of-Way to be opened and maintained by the City as a Public Street.

Regular Agenda

New Business

9R Public Hearing-Liquor License, Barrel Grill, 15703 N. 83rd Avenue Suite 110

Staff Report:

Brent Mattingly, Finance Director, reported that the properties were posted in accordance with Arizona law, all fees were paid, all reviewing Departments recommended approval, and no comments were received from the public.

PUBLIC HEARING:

Mayor Barrett opened the Public Hearing and asked if any Councilmember or citizen wished to comment on a request for a New Restaurant Liquor License (Series 12) for Barrel Grill, located at 15703 N. 83rd Avenue Suite 110, Dale V. Cavan, Applicant, LL#20006221.

Having no requests from the public to address this item, Mayor Barrett declared the Public Hearing closed.

COUNCIL ACTION: Motion was made by Councilmember Leone, seconded by Councilmember Carlat, to recommend approval to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Barrel Grill, located at 15703 N. 83rd Avenue Suite 110, Dale V. Cavan, Applicant, LL#20006221.

Upon vote, the motion carried unanimously 7 to 0.

10R Exclusive Negotiating Agreement, College of St. Scholastica

Scott Whyte, Economic Development Services Director, reviewed the request to enter into an Exclusive Negotiating Agreement with the College of St. Scholastica for the development of a branch campus in Peoria.

Motion was made by Councilmember Evans, seconded by Councilmember Carlat, to authorize the City Manager to enter into an Exclusive Negotiating Agreement with the College of St. Scholastica for the development of a St. Scholastica branch campus in Peoria.

Upon vote, the motion carried unanimously 7 to 0.

11R Exclusive Negotiating Agreement, Huntington University, Huntington Branch Campus

Scott Whyte, Economic Development Services Director, summarized the request to enter into an Exclusive Negotiating Agreement with Huntington University for the development of a branch campus in Peoria.

Motion was made by Vice Mayor Aames, seconded by Councilmember Evans, to authorize the City Manager to enter into an Exclusive Negotiating Agreement with Huntington University for the development of a Huntington branch campus in Peoria.

Upon vote, the motion carried unanimously 7 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager

12. Council Calendar

13. Reports with Presentation

A. ICMA Field Tour

Carl Swenson, City Manager, presented on a field tour of the Peoria Sports Complex conducted for City Managers who attended the International City/County Management Association Annual Conference held in Phoenix from October 7-10, 2012.

14. Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)

Carl Swenson, City Manager, informed Council that their Agenda packet contains information related to the following item:

A. Council Subcommittee Update

Mr. Swenson discussed a flyer provided to Council regarding a meeting pertaining to holiday crime prevention for Peoria retailers to be held on Thursday, November 15, 2012 at the 3rd Place Neighborhood Grill.

Reports from City Council:

Councilmember Leone reported on the various City of Peoria activities he attended. Councilmember Leone encouraged citizens to attend the Organic Market to be held on Saturday from 9:00 a.m. to 2:00 p.m. at Park West.

Councilmember Carlat reported on the following events held on Saturday, October 6, 2012:

- Safety Fair held in the northern part of Peoria
- "Homes for Our Troops" groundbreaking ceremony celebrating the beginning of construction of a new home designed to accommodate the severe injuries sustained by Army 1SF Mike Leonard while serving his country

Councilmember Evans discussed the Safety Fair in northern Peoria. Councilmember Evans extended her appreciation to St. Joseph's Hospital and the Community Services Department staff for the successful event.

Vice Mayor Aames reported on his attendance at a meeting held by the Maricopa Association of Governments regarding the development of land use and transportation modes related to the Grand Avenue corridor.

Reports from the Mayor:

Mayor Barrett furnished information on the "Homes for Our Troops" program. "Homes for Our Troops" is a non-profit organization dedicated to building handicapped accessible homes for service members who have been severely injured in combat operations after September 11, 2001, at no cost to the veteran.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 7:34 p.m.

_____
Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, Interim City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct summary of the proceedings of the City Council Meetings of the City Council of Peoria, Arizona held on the 9th day of October, 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 23rd day of October, 2012.

(Seal)

_____
Rhonda Geriminsky, Interim City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5C

Date Prepared: October 16, 2012 **Council Meeting Date: October 23, 2012**

TO: Honorable Mayor and Council

FROM: Stephen M. Kemp, City Attorney

THROUGH: Julie Ayers, Human Resource Director

SUBJECT: Supplemental Benefits Plan for Public Safety Officers

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Purpose:

This is a request for City Council to approve the proposed Supplemental Benefits Plan for Public Safety Officers.

The 2012 Arizona Legislature enacted Chapter 287 which mandates that all political subdivisions that participate in the Public Safety Retirement System or the Correction Officers Retirement System must provide a Supplemental Benefits Plan for Public Safety Officers. This legislation was the result of a striker amendment placed on another piece of legislation.

Background/Summary:

The purpose of this legislation is to ensure Public Safety Officers, when out on an approved worker's compensation injury: (1) receive full pay without being required to use sick and/or vacation benefits, (2) continue to have contributions made to the Public Safety Retirement Plan, and (3) continue to earn credited service.

Under the existing Memorandums of Understanding in place for all Public Safety Officials, the City of Peoria already meets the requirements of the legislation. This request is to create the formal program required by Statute under which the City of Peoria will continue to offer these benefits.

Options:

A. That the Mayor and Council adopt the proposed Supplemental Benefits Plan for Public Safety employees.

B. That the Mayor and Council not adopt the proposed Supplemental Benefits Plan for Public Safety employees and direct staff to take such action as appropriate.

Staff's Recommendation:

To adopt the Supplemental Benefits Plan for Public Safety employees.

Fiscal Analysis:

There is no additional fiscal impact from the existing program.

Exhibit:

1. Supplemental Benefits for Public Safety Employees

Contact Names and Telephone Numbers:

Julie Ayers, Human Resource Director (623) 773-7124 and Stephen M. Kemp, City Attorney (623) 773-7321.

Supplemental Benefits for Public Safety Employees

PURPOSE

The purpose of this Supplemental Benefits Plan for Public Safety Employees (plan) is to meet the requirements of A.R.S. §38-961 and provide additional economic benefits to police and fire employees who are injured and eligible for a specific category of workers' compensation benefits.

This Plan becomes effective August 2, 2012.

GUIDELINES

Eligibility

Public Safety employees are defined as:

1. An individual who is a sworn (Police or Fire) member of the Public Safety Personnel Retirement System and making payroll deducted contributions into the Public Safety Police/Fire Retirement System.

Public safety employees can apply for the Supplemental Benefits Plan provided they meet **all** of the following criteria:

1. They are a full-time sworn (Police or Fire) public safety employee with the City of Peoria at the time of injury. *Recruits, laterals (not AZ Post Certified), and are not eligible for the plan.*
2. They are injured in the line of official duty, to the extent he or she cannot perform the functions of the position and eligible to receive workers' compensation benefits pursuant to A.R.S. § 23-1021 and the claim has been accepted by the City of Peoria's Third Party Administrator.
3. They are placed on an off duty (no work) status by an approved workers' compensation treating physician and eligible to receive lost-time wage replacement benefits pursuant to A.R.S. §23-1021, §38-961 and related statutes.
4. They remain in an active paid employment status during the time period they are receiving the supplemental benefits.
5. The off work status is due entirely to a compensable workers' comp claim.
6. Medical documentation supports the medical necessity for the off work (no work) status.
7. They request supplemental benefits in writing by completing the "Supplemental Benefits Plan Application" and return the application to the Human Resources Benefits Administrator within fifteen (15) calendar days *(exceptions will be handled on a case by case basis).*
8. Be physically unable to return to work for the City in any capacity, including temporary modified (light) duty assignments as determined by the City and as supported by the employee's treating physician or an independent medical exam (IME) ordered by the City. The employee's inability to work in a capacity assigned by the City including inability to work temporary modified (light) duty assignments must be supported by appropriate medical documentation in order for the employee to remain eligible for this supplemental plan.

An employee will be ineligible for benefits under this plan, regardless of any other documentation under workers' compensation or any other eligible benefit, if the employee's injury results from or is worsened in whole or in part by:

- Horseplay;
- Unapproved physical activities, including physical fitness activities whether or not during work hours;
- Misuse of tools or equipment;
- Any form of dishonesty surrounding the cause of injury;
- Injuries related to personal medical or pre-existing conditions;
- Injuries that occurred prior to August 2, 2012.

Benefits

Acceptance of an employee into this plan is at the sole discretion of the City.

All benefits under this plan will be provided while the employee meets all eligibility criteria, for a period of up to six months from the date the employee receives first payment of workers' compensation lost-time wage replacement benefits pursuant to A.R.S. §23-1021, §38-961 and related statutes.

Benefits may be extended for an additional six month period at the sole discretion of the City. In no case will benefits under this plan be provided for more than a period of one year. Benefits under this plan include:

1. Payment by the City of the difference in salary between the employee's base wages pre-injury and the workers' compensation benefit paid to the employee.
2. Continued payment of the City employer portion of premium(s) for health care benefits as is paid for other similarly enrolled employees. The employee remains responsible for paying the same portion of his/her health care benefits as was paid pre-injury and/or is paid by similarly enrolled employees.
3. Payment of both employer and employee contributions to the public safety retirement system as based on employee's pre-injury wages.
4. The employee is entitled to accrue PSPRS credited service for the period of time enrolled in the supplemental benefit plan.
5. The employee will continue to earn accrued leave and maintain their current accrued leave balances unless to do so would be in accordance with an approved leave request.
6. Should the employee be eligible for any salary or benefit changes while eligible and receiving benefits under this plan, the plan benefits will be adjusted accordingly. Such adjustments may or may not benefit the employee. For instance, qualifying event changes, open enrollment benefit changes, any other changes extended to other similarly situated employee(s).

Termination of Supplemental Plan Benefits

Supplemental plan benefits cease upon occurrence of one of the following:

- The employee is released to regular duty or a temporary modified (light) duty position.
- The employee refuses to accept a temporary modified (light) duty assignment.
- The employee has received supplemental benefits for 180 calendar days (6 months) from the first day placed on an off work status.
- The employee is no longer considered an employee of the City.

- The employee or City seek retirement under the medical clause.
- The employee has been issued a notice of suspension of benefits from City of Peoria's designated Third Party Administrator.
- Failure of the employee to attend physician and/or physical therapy appointments, independent medical examinations, etc. as required by the City of Peoria's designated Third Party Administrator.
- The employee does not provide updated written medical documentation and information addressing work status to the City of Peoria Human Resources Benefits Office and designated Third Party Administrator within 24 hours of all medical provider office visits.
- Failure to comply with any medical records requests as required by the City and/or designated Third Party Administrator.

Extension of Benefits

If the employee has been placed on an off work status for more than 180 calendar days, the employee may request an extension in writing by completing the Supplemental Benefits Plan "Extension" Application. It is at the employer's discretion whether or not to extend benefits. Extension requests must be made within 30 calendar days measured from the 180th calendar day. Extensions may be evaluated weekly or monthly following each medical visit. Part of this determination may include a Fitness for Duty or Independent Medical Examination (IME).

If benefits are extended, the extension period cannot exceed a maximum of 180 calendar days (6 months).

Unused Portion of Benefits

If the employee is not off work for the entire initial 180 calendar days, any unused portion can apply to a future off work period, as long as the employee's workers' compensation claim remains open and is related to the initial injury.

The unused portion of the original or extended benefits cannot be applied if the employee's workers' compensation claim is closed and reopened at a future date.

Refusal of Temporary Modified (Light) Duty or Rehabilitation Efforts

The City will make every effort to provide the employee with temporary modified (light) duty in accordance with return to work provisions provided by the treating physician of record. If the employee refuses to return to work in a modified (light) duty capacity for any reason they will not be eligible for the Supplemental Benefits Plan.

Appeal Process

If an employee is denied participation in the plan for any reason, he or she has a right to appeal such denial. The process for doing so is, exclusively, the following:

- ✓ Within ten (10) working days from receipt of denial letter file a written appeal with the City Manager or designee stating the reason for the appeal and facts that the employee wishes to have considered.
- ✓ Within five (5) working days the City Manager or designee will render a written opinion affirming or denying eligibility based upon the information provided.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C

Date Prepared: September 17, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Andrew Granger, P.E., Engineering Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Authorize a Budget Transfer; Approve Expenditure of Bond Fund Reserves and Final Contract Amendment, Brignall Construction Company, Community Center Building Addition, 84th Avenue & Jefferson Street. (LCON 02310C, Project No. CS00070).

Purpose:

This is a request for the City Council to a) authorize a budget transfer of $130,000 from the General Fund Contingency Account to the 2010 General Obligation Bond Fund Building and Improvements Account, b) approve the use of reserves from the 2010 General Obligation Bond Fund, and c) authorize a final contract amendment at the conclusion of construction to Brignall Construction in an amount not to exceed $130,000.

Background/Summary:

In July 2011, the City Council awarded a Guaranteed Maximum Price (GMP) contract for construction to Brignall Construction for the construction of the Community Center Building Addition project. In support of continuous occupancy during construction, the project's construction was undertaken in two distinct phases. The first phase of construction was completed in June 2012, allowing Community Center operations to shift into the new building expansion. The project's final phase of construction will conclude no later than January 2013, restoring all programs into the fully renovated and expanded 26,000 square feet facility.

The Community Center project site has a long history of uses, some of which have contributed to unanticipated uses of project contingency. Unforeseen discoveries have included:

- An aged sewer connection between the historic school building and the former Community Center modular building;
- A foundation structure from a historic school building formerly located along 84th Avenue;
- An underground septic tank from the former historic school buildings located along Jefferson St.;

- An underground cooling vault / cellar located beneath the former Community Center west parking lot;
- A shallow, undersized natural gas line located beneath the former Community Center parking lot;
- A corroded segment of fire line located along Jefferson Street.

This project set forth to re-use major structural foundations, walls, and structural framing from the former Community Center and Annex. Inherent in this type of construction are structural discoveries which necessitate unforeseen means of resolution. The costs saved by re-using existing structural elements are exponentially larger than the unanticipated costs of resolving unforeseen conditions.

Finally, as with any new construction project, there are those completed elements which require adjustment. At the conclusion of the project's first phase of construction, staff learned that the hard and durable materials selected for high-use program spaces contribute to room echoes which challenge senior hearing ability. Now operating from their new staff environment, staff has also realized that a previous value engineering deletion of storage shelving in the staff area was a mistake.

These and other minor corrections will be undertaken with the additional funds. When the facility is complete, the final cost will exceed the original GMP by approximately two percent (2%), thus requiring a final contract amendment.

Previous Actions:

In July 2011, the City Council awarded a Guaranteed Maximum Price (GMP) contract for construction in the amount of $6,812,125 to Brignall Construction Co. for the construction of the Community Center Building Addition.

Future Actions:

Approval of this action will allow for administrative approval of a final contract amendment to Brignall Construction at the conclusion of construction.

Options:

A: Authorize a budget transfer of $130,000 from the General Fund Contingency Account to the 2010 General Obligation Bond Fund Building and Improvements Account, 2) approve the use of reserves from the 2010 General Obligation Bond Fund, and 3) authorize a final contract amendment at the conclusion of construction to Brignall Construction Company in an amount not to exceed $130,000. These actions will allow staff to complete the project.

B: Do not authorize the transfer or approve the use of reserves. The City has incurred the costs of the unforeseen items above and must commit to the eventual payment of costs to Brignall Construction. Without advance approval of Council, staff will approve only those items for which the option to forego does not exist. Corrective work that benefits operations and/or the building occupants will not be undertaken.

Staff's Recommendation:

Staff recommends that the City Council to 1) authorize a budget transfer of $130,000 from the General Fund Contingency Account 1000-0300-570000 to the 2010 General Obligation Bond Fund 2) approve the use of reserves from the 2010 General Obligation Bond Fund, and 3) authorize a final contract amendment at the conclusion of construction to Brignall Construction Company in an amount not to exceed $130,000. This course of action will allow the project to end with proper approval of cost overages and without uncorrected deficiencies.

Fiscal Analysis:

Sufficient fund balance exists in the 2010 General Obligation Bond Fund to support this budget transfer. The Community Center Building Addition was included in the 2010 General Obligation Bond sale, along with other parks and trails projects. Whereas the cash needed for this budget transfer is coming from project savings in the bond fund, the budget authority is coming from the general fund contingency account.

Narrative:

None

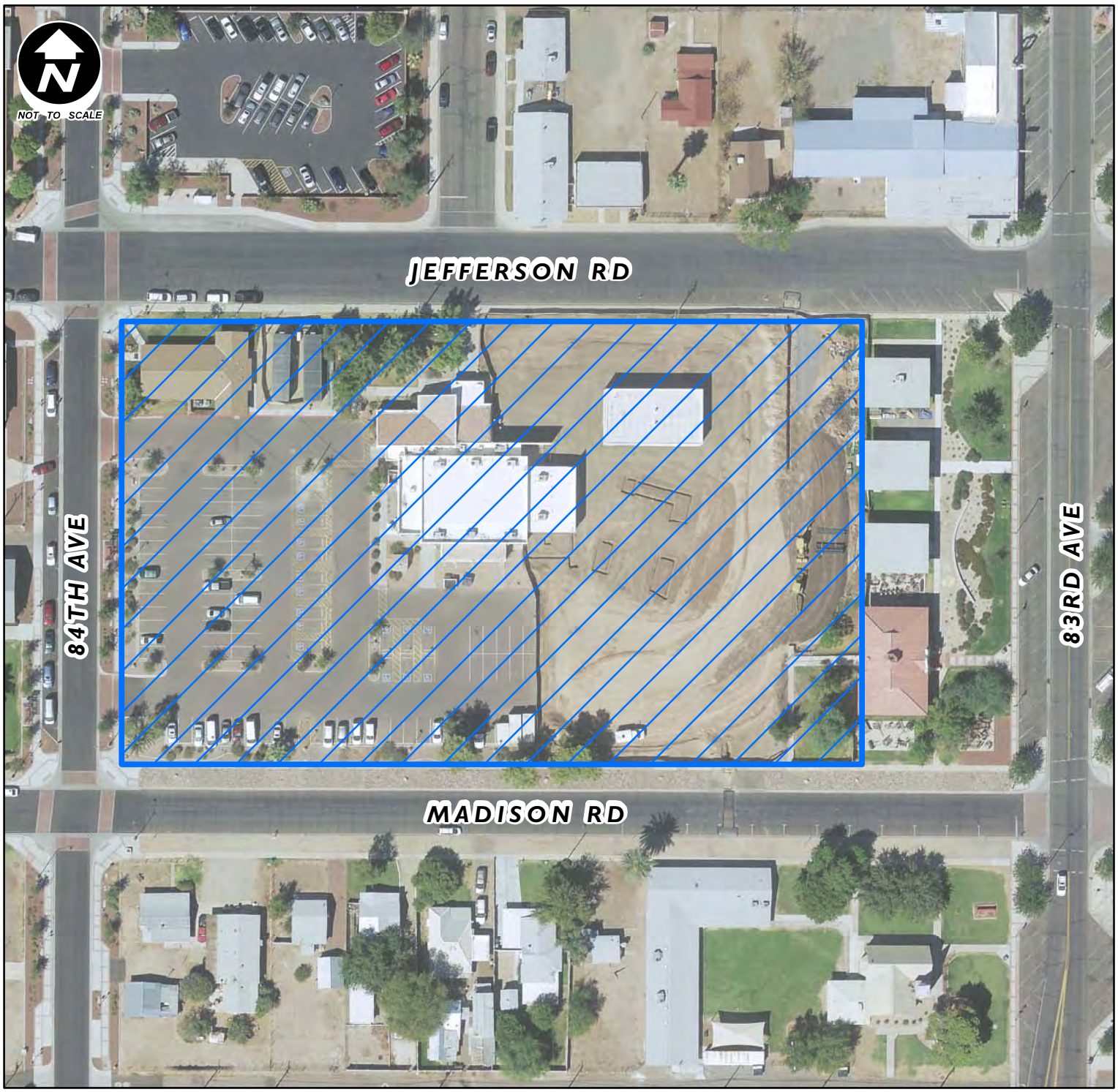
Exhibits:

Exhibit 1**:** Location Map
Exhibit 2: Vicinity Map

Contact Name and Number: Edward Striffler, Design & Construction Manager, 623-773-7721

City of Peoria
ENGINEERING

Community Center
Building Addition
Location Map



LEGEND

Community Center

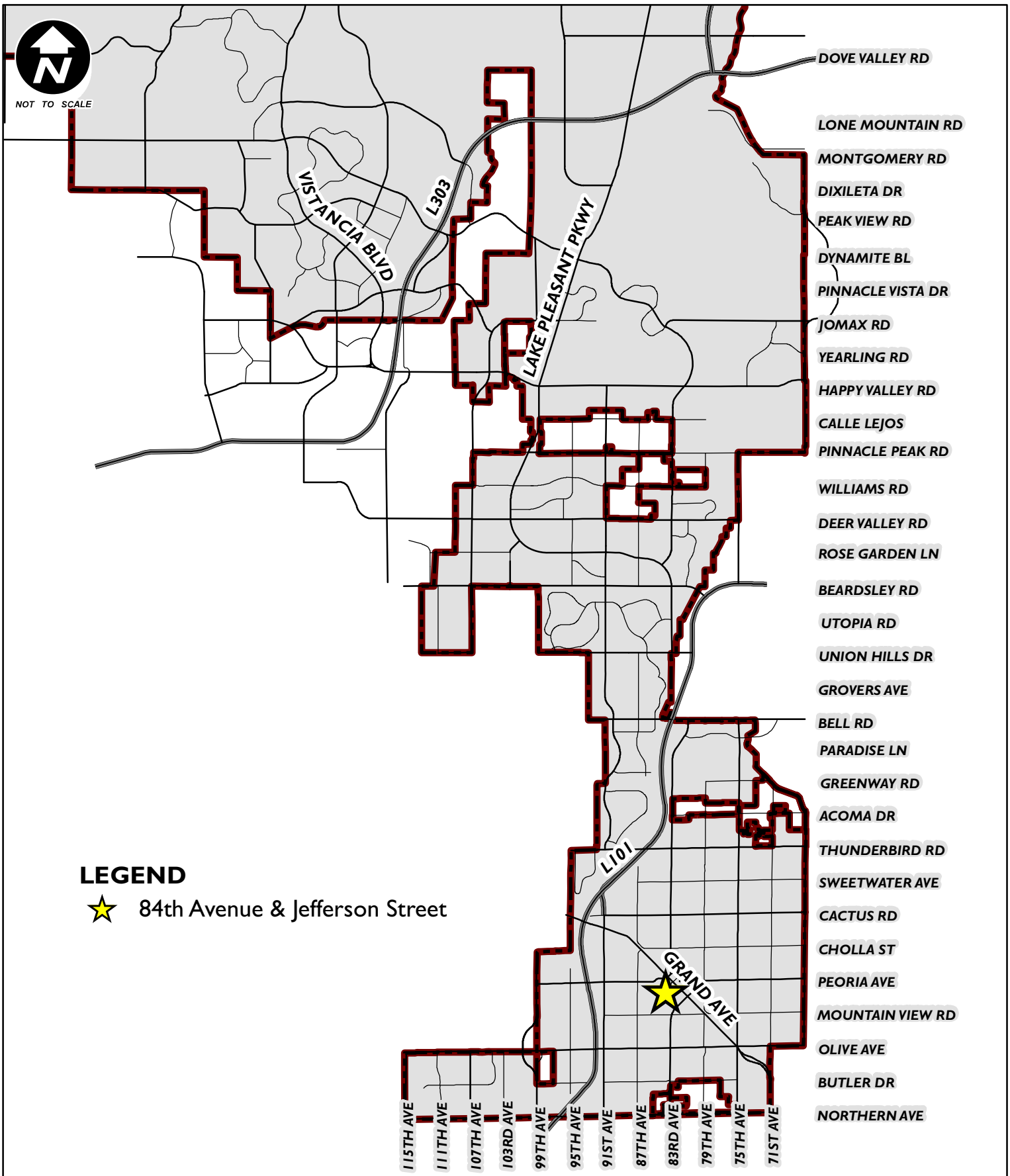
GIS
GEOGRAPHIC INFORMATION SYSTEMS
City of Peoria Arizona

NOTE:
This Map is based on imprecise source data, subject to change and FOR GENERAL REFERENCE ONLY.

Source Document: O:\PROJECTS\ENGINEERING\Individuals\Ed\Maps by William\CommunityCenter_LocationMap.mxd ENG WRB 2012-09-19

City of Peoria
ENGINEERING

Community Center
Building Addition
Vicinity Map



Agenda Item: 7C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: October 4, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Rhonda Geriminsky, CMC, Interim City Clerk

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Board and Commission Appointments

Purpose:

This is a request for City Council to appoint Board and Commission members as follows:

Name	Board or Commission
Lois Galpert	Arts Commission
Cecil Daniels	Board of Adjustment
Brent Taylor	Parks and Recreation
Ian Mullane	Youth Advisory Board

Background/Summary:

The following members are no longer eligible to serve on their respective Boards/Commissions:

Member Names	Board or Commission
Christopher Hearn	Arts Commission
Leonard Spraker	Board of Adjustment
Donald Biery	Parks and Recreation Board
Austin Hatfield	Youth Advisory Board

The following members currently serve as alternates and are being recommended for appointment as regular members:

Member Names	Board or Commission
Cecil Daniels	Board of Adjustment
Ian Mullane	Youth Advisory Board

Previous Actions:

On September 17, 2012, the Council Subcommittee on Policy and Appointments met in the Pine Conference Room and recommended member appointments to the Arts Commission, Board of Adjustment, Parks and Recreation Board, and Youth Advisory Board.

On September 24, 2012, a memorandum was submitted to Mayor and Council, outlining the recommended appointments from the September 17, 2012 Subcommittee meeting, asking for concerns to be submitted in writing to the Mayor. No comments were received.

Options:

A. Appoint recommended Board and Commission members.

B: Continue recruitment efforts to fill Board and Commission vacancies.

Staff's Recommendation:

This is a request for City Council to discuss and approve the recommendations from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopt the Resolutions as presented:

Adopt RES. 2012-115 appointing Lois Galpert, as a regular member, to the Arts Commission with a partial term to expire June 2016,

Adopt RES. 2012-116 appointing Cecil Daniels, as a regular member, to the Board of Adjustment with a partial term to expire December 2014,

Adopt RES. 2012-117 appointing Brent Taylor, as a regular member, to the Parks and Recreation Board with a partial term to expire June 2016, and

Adopt RES. 2012-118 appointing Ian Mullane, as a regular member, to the Youth Advisory Board with a partial term to expire June 2013.

Fiscal Analysis:

There is no fiscal impact regarding this item.

Narrative:

If appointed, the newly appointed Board and Commission members will be invited to attend the November 13, 2012 City Council meeting to accept a plaque and Certificate of Appointment.

Exhibit(s):

Exhibit 1: Resolution No. 2012-115
Exhibit 2: Resolution No. 2012-116
Exhibit 3: Resolution No. 2012-117
Exhibit 4: Resolution No. 2012-118

Contact Name and Number: Rhonda Geriminsky, Interim City Clerk, 623-773-7340

RESOLUTION 2012-115

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING LOIS GALPERT TO THE ARTS COMMISSION AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Christopher Hearn is ineligible to serve on the Arts Commission, and there exists one vacancy; and

WHEREAS Lois Galpert desires to be a member and appointed to the Arts Commission; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Lois Galpert, as a regular member, to the City of Peoria Arts Commission.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Lois Galpert is appointed, as a regular member, to the City of Peoria Arts Commission.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

Lois Galpert June 2016

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 23rd day of October 2012.

CITY OF PEORIA, an Arizona municipal corporation

_____

Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

_____
Stephen M. Kemp, City Attorney

RESOLUTION 2012-116

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING CECIL DANIELS TO THE BOARD OF ADJUSTMENT AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Leonard Spraker resigned from the Board of Adjustment, and there exists one vacancy; and

WHEREAS Cecil Daniels is an alternate member on the Board of Adjustment and desires to be appointed as a regular member to the Board of Adjustment; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Cecil Daniels, as a regular member, to the City of Peoria Board of Adjustment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Cecil Daniels is appointed, as a regular member, to the City of Peoria Board of Adjustment.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

Cecil Daniels December 2014

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 23rd day of October 2012.

CITY OF PEORIA, an Arizona municipal corporation

_____

Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

_____
Stephen M. Kemp, City Attorney

RESOLUTION 2012-117

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING BRENT TAYLOR TO THE PARKS AND RECREATION BOARD AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Donald Biery is ineligible to serve on the Parks and Recreation Board, and there exists one vacancy; and

WHEREAS Brent Taylor desires to be a member and appointed to the Parks and Recreation Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Brent Taylor, as a regular member, to the City of Peoria Parks and Recreation Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Brent Taylor is appointed, as a regular member, to the City of Parks and Recreation Board.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

Brent Taylor June 2016

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 23rd day of October 2012.

CITY OF PEORIA, an Arizona municipal corporation

_____

Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

_____
Stephen M. Kemp, City Attorney

RESOLUTION 2012-118

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPOINTING IAN MULLANE TO THE YOUTH ADVISORY BOARD AND ESTABLISHING THE TERM OF OFFICE.

WHEREAS, Austin Hatfield is being removed from the Youth Advisory Board pursuant to Sections 2-154(d) and 2-158 of the Peoria City Code (1992), and there exists one vacancy; and

WHEREAS Ian Mullane is an alternate member on the Youth Advisory Board and desires to be appointed as a regular member to the Youth Advisory Board; and

WHEREAS, the Mayor and City Council of the City of Peoria desires to confirm said appointment of Ian Mullane, as a regular member, to the City of Peoria Youth Advisory Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peoria that Ian Mullane is appointed, as a regular member, to the City of Peoria Youth Advisory Board.

BE IT FURTHER RESOLVED that said appointment shall expire as follows:

Ian Mullane June 2013

PASSED AND ADOPTED by the Mayor and City Council of the City of Peoria, Arizona this 23rd day of October 2012.

CITY OF PEORIA, an Arizona municipal corporation

_____

Bob Barrett, Mayor

ATTEST:

_____
Rhonda Geriminsky, Interim City Clerk

Approved as to Form:

_____
Stephen M. Kemp, City Attorney

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8R

Date Prepared: October 2, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Public hearing: Proposed Recommendations by the City to the Arizona State Liquor Board for a new restaurant liquor license.

Purpose:

Pursuant to Arizona Law the City must recommend to the State Liquor Board for approval, applications to sell alcoholic beverages in the City. The Standard for the recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

Background/Summary:

Steven R. Jones, Agent for Satara Thai Cuisine Boutique Wine, has applied for a New Restaurant Liquor License (Series 12) located at 8350 W. Paradise Lane.

The public hearing notice was posted for at least 20 days, and no comments were received during the posting period. The license application was reviewed by all Departments in accordance to State Law. Through an extensive investigation by the Peoria Police Department, staff is recommending the application be denied.

Previous Actions:

May 2008, the Mayor and Council recommended approval to Arizona State Liquor Board for Satara Thai Cuisine Boutique Wine Lounge for a New Restaurant Liquor License (Series 12) located at 8350 W. Paradise Lane.

Options:

A: Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Satara Thai Cuisine Boutique Wine, located at 8350 W. Paradise Lane, Steven R. Jones, Applicant, LL#20005219.
B: Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Satara Thai Cuisine Boutique Wine, located at 8350 W. Paradise Lane, Steven R. Jones, Applicant, LL#20005219.

Staff's Recommendation:

The Mayor and Council recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Satara Thai Cuisine Boutique Wine, located at 8350 W. Paradise Lane, Steven R. Jones, Applicant, LL#20005219. The recommendation of denial is based on concerns discovered by the Police Department during its investigation of the application. The Peoria Police Department is recommending the denial based upon the applicant's qualifications and reliability.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The applicant has been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: New Liquor License Application.

20005219

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

12 MAY 25 PM 12:55

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☒ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☒ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 12079153

1. Type of License(s): #12 Restaurant

2. Total fees attached: Department Use Only $ 244.00 + $13.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Ms. Jones (Last) Steven (First) Robert (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Peoria Thai, LLC B1048262 B1024288
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Satara Thai Cuisine Boutique Wine
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 8350 W Paradise Lane (Do not use PO Box Number) Peoria (City) Maricopa (County) 85382 (Zip)
5. Business Phone: 623-979-9696 Daytime Contact: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 8350 W Paradise Lane (City) Peoria (State) AZ 85382 (Zip)
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

+ F. Printing - 13.00 247.00

Fees: 100 Application | 100 Interim Permit | _____ Agent Change | _____ Club | 44.00 Finger Prints $ 244.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒YES ☐NO

Accepted by: C Bejar Date: 5-28-12 Lic. # 12079153

3/9/2012 *Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, STEVEN JONES, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)

MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X_____
(Signature)

My commission expires on: _____

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐	[redacted]					
☐ ☐						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.

3. Enter the license number currently at the location. 12077580

4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, PAUL ADOLPH ALLEN (Print full name), declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X _____ (Signature)

My commission expires on: _____

SEE ATTACH Letter

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☑ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

Cynthia Bejar '12 MAY 25 Liq. Lic. Section 5

From: phil colaiacovo [redacted]
Sent: Friday, May 25, 2012 10:04 AM
To: Cynthia Bejar; Steve
Subject: FW: Satara Thai Restaurant Operating at 8350 W Paradise Lane, Peoria AZ 85382

From: [redacted]
To: cindy.bejar@azliquor.gov; stevehotels@gmail.com
Subject: Satara Thai Restaurant Operating at 8350 W Paradise Lane, Peoria AZ 85382
Date: Thu, 24 May 2012 21:49:46 -0700

Hi Cindy: I am the property owner. An email, I composed (RECAP), is included below discussing the situation and the operating arrangement with Peoria Thai, LLC. My attorney is now working on a new lease. Thank You. FJ Colaiacovo

RECAP:
1. Currently there is a Lease in force between the Landlord and Jon M Graham (also operating as Satara LLC, Satara Holdings LLC and Sharusha LLC) the Tenant. The Lease went in force on 11/16/07 and expires after a 5 year term. The Landlord has no other signed agreement for access to the Premises (8350 W Paradise Lane, Peoria AZ 85382) to operate Satara Thai Restaurant or anyother business.
2. When the Tenant informed the Landlord of his intent to sell the business, the Landlord informed the Tenant of the need to meet to resolve the Lease terms with respect to a sale and operation of the business on the Premises before completing the sale . A meeting was set up but as you know the Tenant flew out of the area before meeting the Landlord.
3. Subsequently, the Landlord met with the Peoria Thai Principals and **agreed to allow access to the Premises to continue operation of Satara Thai Restaurant. Since the Landlord cannot enter into another Lease until the current Lease is successfully resolved both parties agreed on a month to month arrangement with the stipulations that (1) Satara will continue operations under the Terms & Conditions of the Lease and (2) Peoria Thai LLC would make agreed to monthly rent payments and a security deposit on time. Peoria Thai LLC moved onto the Premises on 4/16/12 and proceeded to conduct business. Peoria Thai LLC accepted the Premises as-is from the Tenant on that date.**
4. The Landlord is pursuing the Tenant to have a UCC Lien waived that now inhibits moving toward a new lease with Peoria Thai LLC. The Tenant has responded. He said he told the lien-holder, his Uncle/Attorney Mr Happe to execute the waiver. Approximately a week has gone by with no additional information or action on the lien. Landlord's attorney has advised that absent the waiver the Landlord must proceed to a Landlord's Lien Sale. The process is necessary to remove the UCC lien which is subordinate to the Landlord's lien position. If I understand correctly, the process of the Landlord's Lien Sale can take about 70 days to accomplish.
5. Continuing operation of Satara at the Premise: During that time the parties may continue to operate on the month to month basis by mutual agreement (and repeated once again for emphasis) (1) that Peoria Thai LLC adheres to the Lease Terms & Conditions and (2) makes rent and security deposit payments on time. The intent is to resolve the current Lease with the Tenant and negotiate a new lease with Peoria Thai LLC.

Thank You, FJ Colaiacovo

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☒ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: PEORIA THAI LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 04/05/2012 State where Incorporated/Organized: ARIZONA

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: L 17519593 Date authorized to do business in AZ: 4/16/2012

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
JONES	STEVEN	ROBERT	MEMBER	[redacted]	
TOPLIFF	TIM	JESS	MEMBER	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
JONES	STEVEN	ROBERT	70.0	[redacted]	
TOPLIFF	TIM	JESS	30.0	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: _____ (Exactly as it appears on license) '12 MAY 25 Liq. Lic. PM12:58 Last First Middle
2. Assignee's Name: _____ Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 **Government: (for cities, towns, or counties only)**

1. Governmental Entity: _____
2. Person/designee: _____ Last First Middle _____ Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 **Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____ (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____ (Exactly as it appears on license)
3. Current Business Name: _____ (Exactly as it appears on license)
4. Physical Street Location of Business: Street _____ City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: (Other than business) Street _____ City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, _____ (print full name), hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____ (print full name), declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ (Signature of CURRENT LICENSEE)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ Day _____ Month _____ Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

'12 MAY 25 Liq. Lic. #M1256

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school _____
   Address _____
   City, State, Zip
2. Distance to nearest church: _____ ft. Name of church _____
   Address _____
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name PHIL COIAIACOVA
   Address 42720 N COURAGE TRAIL ANTHEM AZ 85086
   City, State, Zip month to month

4a. Monthly rental/lease rate $ 7,500 What is the remaining length of the lease ~~yrs.~~ ~~mos.~~

4b. What is the penalty if the lease is not fulfilled? $ N/A or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 0
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation. '13 MAY 25 Liq. Lic. #M1256

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 12077580 (exactly as it appears on license) Name PAUL ADOLPH ALLEN

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☒ YES ☐ NO
If yes, give the name of licensee, Agent or a company name:

ALLEN (Last) PAUL (First) ADOLPH (Middle) and license #: 12077580

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[redacted]
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[redacted]
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____ month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

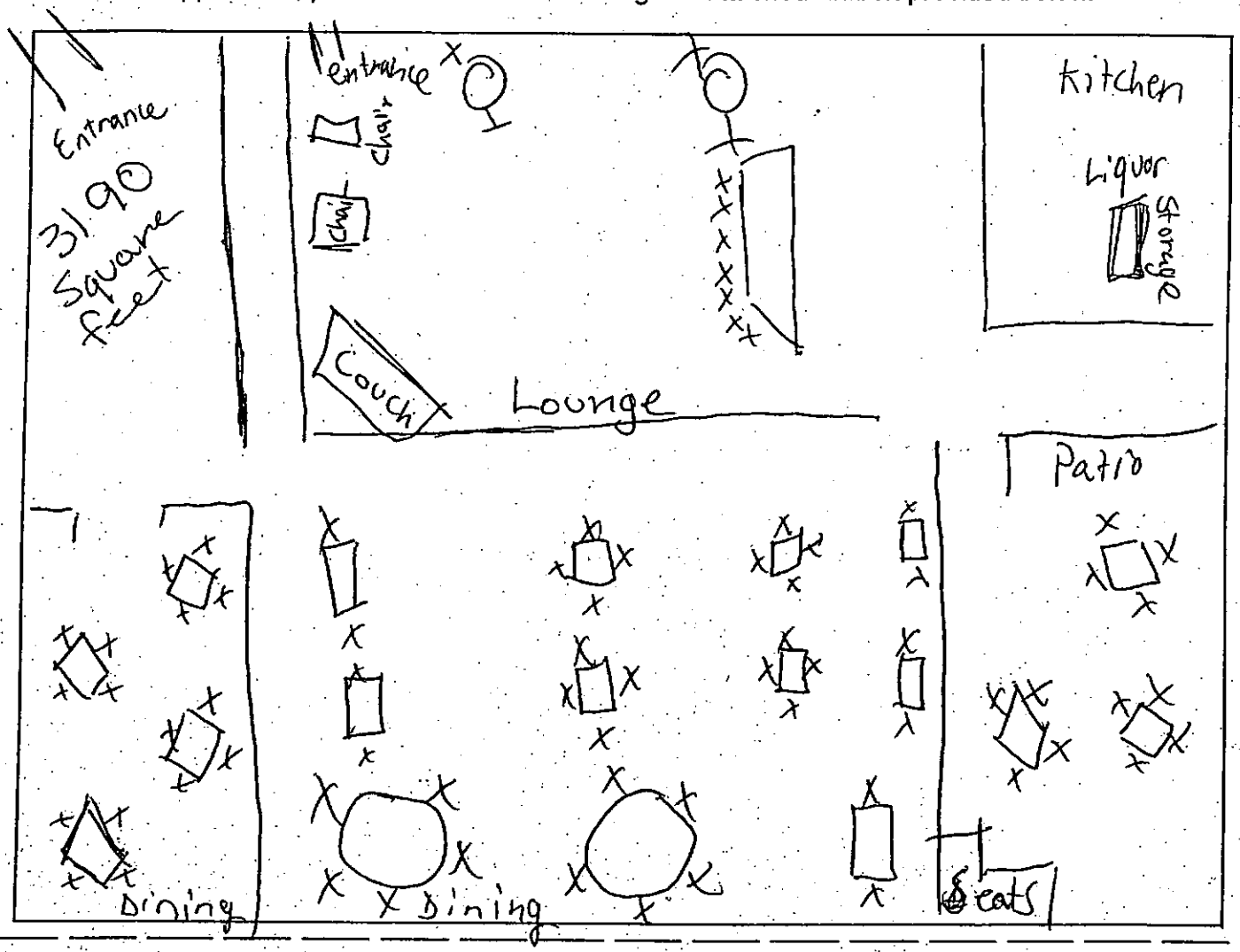
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

[redacted]
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ←.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, STEVEN Robert JONES, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [redacted]
(Applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

22nd of May 2012
Day Month Year

[redacted]
Signature of NOTARY ALEJANDRO VALDEZ

NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
August 31, 2014

My commission expires on: 31st August 2014
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor 25 Liqr. Lic. PM1256
Phoenix AZ 85007-2934
(602) 542-5141

P1067249

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12079153
(If the location is currently licensed)

1. Check appropriate box → ☒ Controlling Person ☑ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Jones (Last) STEVEN (First) Robert (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City) (State) Country (not county) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Marital Status ☒ Single ☐ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: _____ Last First Middle Maiden Date of Birth: __/__/__ (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: Life - 1970

8. Telephone number to contact you during business hours for any questions regarding this document: 602-[redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Satara Thai cuisine Boutique Wine Premises Phone: 623-979-9696

11. Physical Location of Licensed Premises Address: 8350 W Paradise Lane Peoria Maricopa 85382
[redacted] Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
Feb 2007	CURRENT	REAL ESTATE	SELF EMPLOYED - 5541 W Northwood Dr. Glendale AZ 85310

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
2012 Apr 7	CURRENT	[redacted]	[redacted]			
April 2011	April 2012	[redacted]	[redacted]			
Dec 2010	April 2011	[redacted]	[redacted]			
			[redacted]			

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☒ YES ☐ NO
If you answered YES, how many hrs/day? 10, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐ YES ☒ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? ☒ YES ☐ NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. ☐ YES ☒ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐ YES ☒ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☒ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager of any other liquor license in this or any other state? ☐ YES ☒ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and disposition.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, STEVEN ROBERT JONES, hereby declare that I am the APPLICANT/REPRESENTATIVE filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

(print full name of Applicant)

X _____
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 24 day of May 2012
Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Month Year

OFFICIAL SEAL
CYNTHIA BEJAR
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 12, 2016

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ day of _____, _____
Signature of Controlling [redacted] Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

'12 MAY 25 Liq. Lic. PM1256

Question #13

[redacted] Phx, AZ 85043

From March 2009 To: DEC. 2010

[redacted] Anthem, AZ 85086

From Feb 2008 To: MARCH 2009

'12 MAY 25 Liq. Lic. MI1256

May 25, 2012

To whom it may Concern:

I Steven Robert Jones was arrested in Approx. Aug of 2010 for a unpaid traffic ticket. I may have also been cited for Speeding in the last 10 years

Thank you

[redacted]

STEVEN ROBERT JONES

Print Form

'12 MAY 25 Liq. Lic. AH1256

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: 12079153

Ownership Name: Peoria Thai, LLC

(as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) STEVEN ROBERT JONES DATE 5/24/12

TYPE OF APPLICATION (check one) ✓ INITIAL APPLICATION ___ RENEWAL

TYPE OF LICENSE # 12

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth certificate

A. Are you a citizen or national of the United States? (check one) X Yes ___ No

B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Los Angeles State (or equivalent) California Country or Territory LA

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION III – ALIEN STATUS DECLARATION

Directions: To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided: _____.

"Qualified Alien" Status (8 U.S.C.§§ 1621(a)(1), -1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).

☐ 8. An alien who is, or whose child or child's parent is a "battered alien" or an alien subjected to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C.§ 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States For Less Than One Year (8 U.S.C.§ 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C.§ 1621(c)(2)(A) and (C))

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present (A.R.S. § 1-501)

☐ 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C.§ 1621(a).

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SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers [redacted] are true and correct to the best of my knowledge.

[redacted]

APPLICANT'S SIGNATURE

5/24/12

TODAY'S DATE

Attachment to Form 1 Applicant Statement

EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS

LIST A: U.S. CITIZEN OR U.S. NATIONAL

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662 (August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

Evidence showing U.S. citizen or U.S. national status includes the following:

a. Primary Evidence:

(1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);

(2) United States passport;

(3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);

(4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;

(5) Form N-561, Certificate of Citizenship;

(6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);

(7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);

(8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or

(9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

b. Secondary Evidence

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

(1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;

(2) Evidence of civil service employment by the U.S. government before June 1, 1976;
(3) Early school records (preferably from the first school) showing the date of admission to the school, the applicant's date and U.S. place of birth, and the name(s) and place(s) of birth of the applicant's parents(s);
(4) Census record showing name, U.S. nationality or a U.S. place of birth, and applicant's date of birth or age;
(5) Adoption finalization papers showing the applicant's name and place of birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction), or, when the adoption is not finalized and the state or other U.S. jurisdiction listed above will not release a birth certificate prior to final adoption, a statement from a State-or jurisdiction-approved adoption agency showing the applicant's name and place of birth in one of such jurisdictions, and stating that the source of the information is an original birth certificate;
(6) Any other document that establishes a U.S. place of birth or otherwise indicates U.S. nationality (e.g., a contemporaneous hospital record of birth in that hospital in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);

c. <u>Collective Naturalization</u>

If the applicant cannot present one of the documents listed in (a) or (b) above, the following will establish U.S. citizenship for collectively naturalized individuals:

Puerto Rico:

- Evidence of birth in Puerto Rico on or after April 11, 1899 and the applicant's statement that he or she was residing in the U.S., a U.S. possession or Puerto Rico on January 13, 1941; or
- Evidence that the applicant was a Puerto Rican citizen and the applicant's statement that he or she was residing in Puerto Rico on March 1, 1917 and that he or she did not take an oath of allegiance to Spain.

U.S. Virgin Islands:

- Evidence of birth in the U.S. Virgin Islands, and the applicant's statement of residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927;
- The applicant's statement indicating resident in the U.S. Virgin Islands as a Danish citizen on January 17, 1917 and residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927, and that he or she did not make a declaration to maintain Danish citizenship; or
- Evidence of birth in the U.S. Virgin Islands and the applicant's statement indicating residence in the U.S., a U.S. possession or territory or the Canal Zone on June 28, 1932.

Northern Mariana Islands (NMI) (formerly part of the Trust Territory of the Pacific Islands (TTPI)):

- Evidence of birth in the NMI, TTPI citizenship and residence in the NMI, the U.S., or a U.S. territory or possession on November 3, 1986 (NMI local time) and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time);
- Evidence of TTPI citizenship, continuous residence in the NMI since before November 3, 1981 (NMI local time), voter registration prior to January 1, 1975 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time); or
- Evidence of continuous domicile in the NMI since before January 1, 1974 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time). Note: If a person entered the NMI as a nonimmigrant and lived in the NMI since January 1, 1974, this does not constitute continuous domicile and the individual is not a U.S. citizen

d. Derivative Citizenship

If the applicant cannot present one of the documents listed in a or b above, the following may be used to make a determination of derivative U.S. citizenship:

Applicant born abroad to two U.S. citizen parents: Evidence of the U.S. citizenship of the parents and the relationship of the applicant to the parents, and evidence that at least one parent resided in the U.S. or an outlying possession prior to the applicant's birth.

Applicant born abroad to a U.S. citizen parent and a U.S. non-citizen national parent: Evidence that one parent is a U.S. citizen and that the other is a U.S. non-citizen national, evidence of the relationship of the applicant to the U.S. citizen parent, and evidence that the U.S. citizen parent resided in the U.S., a U.S. possession, American Samoa or Swain's Island for a period of at least one year prior to the applicant's birth.

Applicant born out of wedlock abroad to a U.S. citizen mother: - Evidence of the U.S. citizenship of the mother, evidence of the relationship to the applicant and, for births on or before December 24, 1952, evidence that the
mother resided in the U.S. prior to the applicant's birth or, for births after December 24, 1952, evidence that the mother had resided, prior to the child's birth, in the U.S. or a U.S. possession for a period of one year.

Applicant born in the Canal Zone or the Republic of Panama:

- A birth certificate showing birth in the Canal Zone on or after February 26, 1904 and before October 1, 1979 and evidence that one parent was a U.S. citizen at the time of the applicant's birth; or
- A birth certificate showing birth in the Republic of Panama on or after February 26, 1904 and before October 1, 1979 and evidence that at least one parent was a U.S. citizen and employed by the U.S. government or the Panama Railroad Company or its successor in title.

In all other situations in which an applicant claims to have a U.S. citizen parent and an alien parent, or claims to fall within one of the above categories, but is unable to present the listed documentation:

- If the applicant is in the U.S., the applicant should contact the local U.S. Citizenship and Immigration Service office for determination of U.S. citizenship;
- If the applicant is outside the U.S., the applicant should contact the State Department for a U.S. citizenship determination.

e. Adoption of Foreign-Born Child by U.S. Citizen

- If the birth certificate shows a foreign place of birth and the applicant cannot be determined to be a naturalized citizen under any of the above criteria, obtain other evidence of U.S. citizenship;
- Because foreign-born adopted children do not automatically acquire U.S. citizenship by virtue of adoption by U.S. citizens, the applicant should contact the local U.S. Citizenship and Immigration Service office for a determination of U.S. citizenship, if the applicant provides no evidence of U.S. citizenship.

f. U.S. Citizenship By Marriage

A woman acquired U.S. citizenship through marriage to a U.S. citizen before September 22, 1922. Provide evidence of U.S. citizenship of the husband, and evidence showing the marriage occurred before September 22, 1922.

Note: If the husband was an alien at the time of the marriage, and became naturalized before September 22, 1922, the wife also acquired naturalized citizenship. If the marriage terminated, the wife maintained her U.S. citizenship if she was residing in the U.S. at that time and continued to reside in the U.S.

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LIST B: QUALIFIED ALIENS, NONIMMIGRANTS, AND ALIENS PAROLED INTO U.S. FOR LESS THAN ONE YEAR

The documents listed below that are registration documents are indicated with an asterisk ("*").

a. "Qualified Aliens"

Evidence of "Qualified Alien" status includes the following:

Alien Lawfully Admitted for Permanent Residence

- *Form I-551 (Alien Registration Receipt Card, commonly known as a "green card"); or
- Unexpired Temporary I-551 stamp in foreign passport or on *I Form I-94.

Asylee

- * Form I-94 annotated with stamp showing grant of asylum under section 208 of the INA;
- *Form I-688B (Employment Authorization Card) annotated "274a.12(a)(5)";
- * Form I-766 (Employment Authorization Document) annotated "A5";
- Grant letter from the Asylum Office of the U.S. Citizenship and Immigration Service; or
- Order of an immigration judge granting asylum.

Refugee

- * Form I-94 annotated with stamp showing admission under § 207 of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3"

Alien Paroled Into the U.S. for a Least One Year

- * Form I-94 with stamp showing admission for at least one year under section 212(d)(5) of the INA. (Applicant cannot aggregate periods of admission for less than one year to meet the one-year requirement.)

Alien Whose Deportation or Removal Was Withheld

- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(10)";
- * Form I-766 (Employment Authorization Document) annotated "A10"; or
- Order from an immigration judge showing deportation withheld under §243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under § 241(b)(3) of the INA.

Alien Granted Conditional Entry

- * Form I-94 with stamp showing admission under §203(a)(7) of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3."

Cuban/Haitian Entrant

- * Form I-551 (Alien Registration Receipt Card, commonly known as a "green card") with the code CU6, CU7, or CH6;
- Unexpired temporary I-551 stamp in foreign passport or on * Form I-94 with the code CU6 or CU7; or
- Form I-94 with stamp showing parole as "Cuba/Haitian Entrant" under Section 212(d)(5) of the INA.

Alien Who Has Been Declared a Battered Alien or Alien Subjected to Extreme Cruelty

- U.S. Citizenship and Immigration Service petition and supporting documentation

b. Nonimmigrant

Evidence of "Nonimmigrant" status includes the following:

- * Form I-94 with stamp showing authorized admission as nonimmigrant

c. Alien Paroled into U.S. for Less than One Year

Evidence includes:

- * Form I-94 with stamp showing admission for less than one year under section 212(d)(5) of the INA

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

'12 MAY 25 Liar Lic PM12:56

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC HEALTH

CERTIFICATE OF LIVE BIRTH

THIS CHILD	1a. NAME OF CHILD—FIRST NAME: STEVEN	1b. MIDDLE NAME: ROBERT	1c. LAST NAME: JONES		
	2. SEX: Male	3a. TWIN, TRIPLET, OR QUINTUPLET: Single	3b. IF TWIN OR TRIPLET, THIS CHILD BORN 1ST, 2ND, 3RD?: -	4a. DATE OF BIRTH—MONTH, DAY, YEAR: [redacted]	4b. HOUR: 9:10 P.
PLACE OF BIRTH	5a. PLACE OF BIRTH—NAME OF HOSPITAL: -		5a. STREET ADDRESS (STREET, AVE. NUMBER, OR LOCATION): -		5b. INSIDE CITY LIMITS?: -
	5c. CITY OR TOWN: [redacted]		5d. COUNTY: [redacted]		
MOTHER OF CHILD	6a. MAIDEN NAME OF MOTHER—FIRST NAME: BRENDA	6b. MIDDLE NAME: KAE	6c. LAST NAME (MAIDEN SURNAME): STEWART	7. BIRTHPLACE (STATE OR FOREIGN COUNTRY): [redacted]	
	8. AGE OF MOTHER (AT TIME OF THIS BIRTH): [redacted] YEARS	9. COLOR OR RACE OF MOTHER: [redacted]	10a. RESIDENCE OF MOTHER—STREET ADDRESS: [redacted]	10b. INSIDE CITY LIMITS?: [redacted]	
	10c. RESIDENCE OF MOTHER—CITY OR TOWN: Mesa		10d. RESIDENCE OF MOTHER—COUNTY: Maricopa	10e. RESIDENCE OF MOTHER—STATE: [redacted]	
FATHER OF CHILD	11a. NAME OF FATHER—FIRST NAME: ROBERT	11b. MIDDLE NAME: EUGENE	11c. LAST NAME: JONES	[redacted]	
	13. AGE OF FATHER (AT TIME OF THIS BIRTH): [redacted] YEARS	14. COLOR OR RACE OF FATHER: [redacted]	15a. PRESENT OR LAST OCCUPATION: -	15b. KIND OF INDUSTRY OR BUSINESS: Mortgage Loan Office	
INFORMANT'S CERTIFICATION	I HEREBY CERTIFY THAT I HAVE REVIEWED THE ABOVE-STATED INFORMATION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.	16a. PARENT OR OTHER INFORMANT—SIGNATURE (OF OTHER THAN PARENT, SPECIFY): ▶ Brenda Kae Jones		16b. DATE RECEIVED BY REGISTRAR: [redacted]	
ATTENDANT'S CERTIFICATION	I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED ABOVE.	17a. PHYSICIAN (OR OTHER PERSON WHO ATTENDED THIS BIRTH)—SIGNATURE—DEGREE OR TITLE: ▶ R. C. Cohenon, M.D.		17b. DATE SIGNED: -	
		17c. ADDRESS: Los Angeles		17d. PHYSICIAN'S CALIFORNIA LICENSE NUMBER: Intern	
LOCAL REGISTRAR	18. RECORD RECEIVED: October 7, 1971	19. LOCAL REGISTRAR—SIGNATURE: ▶ G. A. Heidbreder, M.D.		20. DATE ACCEPTANCE RECOMMENDED BY LOCAL REGISTRAR: March 25, 1970	

This is to certify that this document is a true copy of the official record filed with the Office of Vital Records.

Teresita Trinidad

TERESITA TRINIDAD
STATE REGISTRAR OF VITAL RECORDS

08 JAN 15 AM 11:07
DATE ISSUED

00256936 4

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

'12 MAY 25 Liq. 800 W. Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

P1067250

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting for any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12079153
(If the location is currently licensed)

1. Check appropriate box → ☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Topliff (Last) Tim (First) Jess (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City) [redacted] (State) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair [redacted] Country (not county)

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: Jennifer (Last) Lynn (First) Deines (Middle/Maiden) Date of Birth: [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 7-1-2006

8 Telephone number to contact you during business hours for any questions regarding this document. 21[redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: SATARA Thai CUISINE BOUTIQUE WINE Premises Phone: 623 979 9696

11. Physical Location of Licensed Premises: [redacted] (Street Address) 8250 W. PARADISE LN (Do not use PO Box #) Peoria (City) Maricopa (County) 85382 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
11-1-08	CURRENT	IT	Hewlett Packard 3000 Hanover St. Palo Alto CA 94304
10-1-06	11-1-08	IT	Cox Business 2421 Deer Valley Rd PH AZ

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
2006	CURRENT	[redacted]	[redacted]	[redacted]		

Disabled Individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

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14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐YES ☒NO
If you answered YES, how many hrs/day?_____, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? ☒YES ☒NO 10/1-
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. ☐YES ☒NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☒NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☒NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS [redacted] WILL NOT BE ACCEPTED

20. I, [redacted] Jess Topliff, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted]
(Signature of Applicant)

State of AZ County of MARICOPA

The foregoing instrument was acknowledged before me this
23 day of May, 2012
Month Year

[redacted]
(Signature of NOTARY PUBLIC)

My Commission Expires On:
WALT JONES
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
March 20, 2016

20, 3 2016
Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of_____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Year

X [redacted]
Signature of Controlling Person / Agent (circle one)

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RECORDS REQUIRED FOR AUDIT
SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of ***all*** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
    - A. Sales Journals/Monthly Sales Schedules
      1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
      2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
      3) Dated Guest Checks
      4) Coupons/Specials/Discounts
      5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
      1) Daily Bank Deposit Slips
      2) Bank Statements and canceled checks
11. Tax Records
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
    - A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

'12 MAY 25 [illegible]

D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (**print** licensee name):

Jones	STEVEN	ROBERT
Last	First	Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

X [redacted]

(Signature of Licensee)

24 day of May, 2012

Day Month Year

OFFICIAL SEAL
CYNTHIA BEJAR
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 13, 2016

My commission Expires on [illegible]

Day Month Year

[redacted]

(Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W. Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RESTAURANT OPERATION PLAN

LICENSE # 12070911.53

1. List by Make, Model and Capacity of your:

Grill	48" Royal Range Burner
Oven	Commecial Range Co. Stainless Gas Fryer 90k BTU
Freezer	Frigidaire
Refrigerator	Kol Pack 10X12X7'4"
Sink	Triple Sink
Dish Washing Facilities	A4 Clean 1 Rack
Food Preparation Counter (Dimensions)	TRUE TPP-93 3 door
Other	3 SS work Tables 4x9

18 Tap Glycol beer tap

2. Print the name ofyour restaurant: ~~Restaurant~~ Satara Thai Boutique wine ~~Lounge~~

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

a.	Restaurant area of your premises	[75]
b.	Bar area of your premises	[+ 35]
c.	Total area of your premises	[110]

5. What type of dinnerware and utensils are utilized within your restaurant?
☒ Reusable ☐ Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). ☒ Yes 5 % ☐ No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar,cocktail tables or game area.) 95 %

*Disabled individuals requiring special accommodations, please call (602) 542-9027

8. Does your restaurant contain any games or television? ☒ Yes ☐ No
12 MAY 25 LIV. LIC. M1257
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).

42" SamSung TV
42" Sony TV

9. Do you have live entertainment or dancing? ☒ Yes ☐ No
(If yes, what type and how often?)

Karaoke Once Per week

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

1 Chef
3 Chef Assistant
12 wait Staff
1 Dishwasher
1 Bar tender
1 HOSTESS
3 bussers

I, STEVEN ROBERT JONES, hereby declare that I am the APPLICANT filing this application. I have
(Print full name)
read this appli[redacted]ntents and all statements true, correct and complete.

X [redacted]

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
24 day of May, 2012
[redacted] Month Year

My commission expires on::

OFFICIAL SEAL
CYNTHIA BEJAR
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 12, 2016

SARUSHA

THAI CUISINE | BOUTIQUE WINE LOUNGE

'12 MAY 25 LIQ. LIC. M1257

APPETIZER

TAO HOO TOD
rispy tofu, sweet chili auce, roasted peanuts
5.88

POH PIA TOD
vegetable spring rolls, sweet chili, plum sauce
5.88

GOONG TOD HO CHEESE
shrimp and cheese wontons, plum sauce
6.88

POO TOD HO CHEESE
real crab and cheese wontons, plum sauce
7.88

SALAD

SOM TUM THAI GOONG SOD *6.88*
green papaya salad with shrimp, tomatoes, green beans, carrots and roasted peanuts

◆ SARUSHA SUMMER SALAD *6.88*
asian greens, strawberries, toasted coconut, mandarin orange, raspberry, fried shallots, galanga, shallot oil and lime dressing

SATAY SALAD *8.88*
grilled marinated chicken breast, potato, green beans, bell peppers, red onions, cilantro cucumber, tomato in a peanut lime dressing topped with roasted peanuts and fried shallots

YUM NUEA *9.88*
traditional thai salad with grilled beef, tomatoes, red onions, cucumbers, spicy lime dressing and herbs

NAM TOK *9.88*
traditional "water fall" salad with tomatoes, red onions, cucumbers, spicy lime dressing, herbs and ground roasted rice (choice of grilled chicken, beef or pork)

LARB *9.88*
thai salad with red onions, spicy lime dressing, roasted rice, herb and romaine lettuce (choice of minced chicken or pork)

YUM WOON SEN *8.88*
crystal noodles with pork, herbs and spicy lime dressing topped with a jumbo prawn

SOUP

9.98

TOM YUM
hot and sour soup with mushrooms, lime, galangal, lemongrass and herbs
(choice of chicken or jumbo prawn)

TOM KHA
coconut hot and sour soup with, mushrooms, lime, galangal, lemongrass and herbs
(choice of chicken or jumbo prawn)

NOODLES

10.98

PAD THAI GOONG
stir fried rice noodles in a sweet tamarind sauce with jumbo prawns, egg, bean sprouts, scallions and roasted peanuts

◆ PAD WOON SEN
stir fried crystal noodles with eggs, mushrooms, celery, onions, carrots and scallions
(choice of chicken, beef, pork or jumbo prawn)

◆ GUEY TIEW PAD KEE MAO
stir fried big rice noodles with bird's eye chilies, thai basil, bell peppers and onions
(choice of chicken, beef, pork or jumbo prawn)

◆ GUEY TIEW PAD SEE EW
stir fried big rice noodles with sweet soy, broccoli and carrots (choice of chicken, beef, pork or jumbo prawn)

◆ GUEY TIEW RAD NAH
broccoli and carrots stir fried in a savory thai gravy over big rice noodles
(choice of chicken, beef, pork or jumbo prawn)

◆ SPAGHETTI GOONG PRIK THAI DUM
black pepper jumbo prawns over garlic noodles with mushrooms, scallion and fried garlic

◆ GUEY TIEW SRIRACHA
spicy sriracha sauce over rice noodle with tomato, basil, scallion (choice of minced chicken, beef or pork)

SATARA

THAI CUISINE | BOUTIQUE WINE LOUNGE

'12 MAY 25 Liq. Lic. PM1257

FRIED RICE

9.88

◈ KHAO PAD
fried rice with eggs, onions and scallions (choice of chicken, beef, pork or jumbo prawn)

◈ KHAO PAD PRIK
fried rice with bird's eye chilies, thai basil, onions and bell peppers (choice of chicken, beef, pork or jumbo prawn)

◈ KHAO PAD SUPPAROD
pineapple fried rice with cranberries, cashews, raisins, onions and eggs (choice of chicken, beef, pork or jumbo prawn)

◈ KHAO PAD KEAW WAN
green curry fried rice with thai basil, coconut milk, bell peppers, onions and green beans (choice of chicken, beef, pork or jumbo prawn)

KHAO PAD NUEA DAD DEAW
crispy beef and thai basil fried rice with onions and bell peppers

STIR FRY

10.88

PAD GRA PAOW
spicy stir fry with bird's eye chilies, thai basil, onions, bell peppers and green beans

◈ PAD MAKUA MUANG
eggplant and tofu stir fried with thai basil, onions and bell peppers

PAD KING SOD
ginger stir fry with mushrooms, bell peppers, onions, carrots and scallions (choice of chicken, beef or pork)

GAI PAD MED MAMUANG "CASHEW CHICKEN"
"chiang mai"cashew chicken with chili paste, bell peppers, water chestnuts, onions, mushrooms, carrots and scallions

◈ PAD PRIEW WAN TAO HOO "SWEET & SOUR TOFU"
thai sweet and sour tofu with pineapple, bell peppers, cucumbers, tomatoes, onions, carrots, and scallions

NUEA PAD NAMMAN HOY "BANGKOK BEEF BROCOLLI"
"bangkok" beef broccoli stir fried with button mushrooms, sweet oyster sauce and roasted garlic

NUEA PAD PRIK THAI DUM "PATTAYA BLACK PEPPER BEEF"
"pattaya" black pepper beef stir fried with mushrooms, crushed black pepper, roasted garlic and scallion

NUEA PAD PRIK GANG DANG "JUNGLE CURRY"
"the herb garden" stir fried beef with a house blend of thai herbs, red curry, bell peppers, onions and green beans

CURRY

10.88

◈ GANG GALEE
yellow curry paste, coconut milk, potatoes, carrots and onions

◈ GANG DANG
red curry paste, coconut milk, bamboo shoots, bell peppers and thai basil

◈ GANG KEAW WAN
green curry with coconut milk, thai basil, bamboo shoots, green beans and bell peppers

◈ GANG PANANG
panang style curry paste, coconut milk, kaffir lime leaves and bell peppers

◈ GANG MASSAMAN
muslim inspired massamun curry with coconut milk, onions, potatoes, carrots and peanuts
(choice of chicken, beef, pork or tofu)

◈ – Can be Prepared Vegan
All Dishes May be Prepared Mild, Medium, Hot or Thai Spicy
10% Discount for Senior Citizens and Members of the US Armed Services

AZ Corp. Commission
03852941

AZ CORPORATION COMMISSION
FILED
APR 05 2012
FILE NO L-17519593

AZ CORPORATION COMMISSION
FILED '12 MAY 25 Liq. Lic. PM12:57
APR 16 2012
FILE NO L-17519593

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of licensed professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. See Section 3 of the instructions above. A statutory agent is a person you appoint that would receive lawsuit papers if the LLC is sued. A street or physical address is required even if the statutory agent has a P.O. Box.

The agent must sign the articles or provide written consent to the appointment.

Select one. This form may be used for:

[X] **ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)**

[ ] **ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-641.01)**

1. The name of the organization:

A. PEORIA THAI, LLC
LLC Name Reservation File Number (if one has been obtained – if not, leave this line blank).

B. Peoria Thai, LLC
Limited Liability Company Name

2. Known place of business in Arizona (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK):

Address 8350 W. Paradise Lane

City Peoria State AZ Zip 85382

3. The name and street address of the statutory agent in Arizona:

Name STEVEN JONES

Address [redacted]

City [redacted] State [redacted] Z[redacted]

Acceptance of Appointment by Statutory Agent:

I STEVEN JONES, having been designated to act as
(print name of the Statutory Agent)
Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accord[redacted]ed Statute.

Agent Signature: [redacted]

If the statutory agent is an entity, please print the company name here.

'12 MAY 25 Liq. Lic. AM1257

DO NOT PUBLISH THIS SECTION
4. Only required for professional limited liability company. The professional services that the company is organized to perform must be described. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. Check only one box. If a dissolution date is stated, it should include the month, day and year. Perpetual means *continuing forever or indefinitely*.

6. Check A or B to show which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the members, check the Members box and provide the name and address of all members. NOTE: If reserved to the members you cannot list any manager.

6B. If vested in one or more managers check the Managers box and provide the name and address of each manager and of each member who owns a twenty percent (20%) or greater interest in the capital or profits of the LLC/ PLLC.

7. Signature. The person signing this document need not be a manager or member of the company.

4. Professional LLCs only – Professional Services - the Professional Limited Liability Company will provide the following professional services:

_____

5. Life Period of the Limited Liability Company: check one:

☐ The LLC will dissolve on ___/___/_____ (Please enter month, day and four digit year)

☒ The Limited Liability Company life period is Perpetual.

6. Management Structure: (check one box only) A.R.S. §29-632(5)

A. ☒ RESERVED TO THE MEMBERS
IF RESERVED TO THE MEMBERS, DON'T CHECK ANY MANAGER BOXES.

B. ☐ VESTED IN ONE OR MORE MANAGERS
IF VESTED IN THE MANAGER(S), AT LEAST ONE NAME BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name STEVEN JONES	Name
☒ Member ☐ Manager (only if "B" is selected above)	☐ Member ☐ Manager (only if "B" is selected above)
Address: [redacted]	Address:
City: [redacted]	City, State, Zip:
Name Tim Topliff	Name
☒ Member ☐ Manager (only if "B" is selected above)	☐ Member ☐ Manager (only if "B" is selected above)
Address: [redacted]	Address:
City: [redacted]	City, State, Zip:

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

7. SIGNATURE

Signed on this date: 4/5/2012 (mm/dd/yyyy).

Signature [redacted] Print Name STEVEN JONES

If signing on behalf of a company, please print the company name here.

Phone Number: [redacted] Fax Number: _____

Peoria Police Department
MEMORANDUM

DATE: **July 23, 2012**

TO: **Commander Ken Gentry, South Precinct**

FROM: **Michael Self, Police Analyst** MS

SUBJECT: Liquor/ Gaming/ Special Event License Background Investigations- Results regarding Liquor- Off Track Gaming; **Series 12,Satara Thai Cuisine Boutique Wine, 8350 W. Paradise Lane, Peoria**

The listed applicant has applied for a Liquor, Gaming (Off Track Betting) or Special Event License with the City of Peoria. The results of the review of this license application and site survey are as follows:

( ) The applicant appears to be consistent with the information provided in the application. It is recommended the applicant be allowed to move forward in the application process.

( ) Discrepancies were discovered regarding the application as it is written. These discrepancies are listed below.

(X) There is information available which gives rise to concern/s regarding the applicant/s Capability, Qualifications and Reliability.

Additional Comments:

It should be noted that this is the third application that has been received this year for the purchase of this business. The first applicant indicated that they could not agree on a purchase agreement. The second applicant indicated that he had decided to purchase another business, however, he indicated to Sam Brown, Tax & License, that he had turned in an application to assist the business to continue operating under a temporary permit pending sale of the restaurant.

- This application is listed as a new license, with the new applicant/owner retaining the same name as the previous owner/business. The Asset Purchase Agreement item 1.(c), says that the seller acknowledges that it will continue to use the name of "Satara Thai Cuisine & Boutique Wine Bar" as an active business until the date of closing. Beyond the date of closing Buyer shall use the name.
- Satara Thai Cuisine, 8350 W. Paradise Lane, Peoria, currently has a lien in the amount of $18,482.95, filed by Apex Saunas and Wine Cellars dated November 19, 2008. I did not find a lien release.

- Satara LLC has a lien filed by the City of Peoria, in the amount of $16,452.53 for back city sales tax dated June 14, 2010. In a meeting with the applicant on July 13, 2012, Mr. Jones indicated that this amount could have increased to in excess of $40,000.00
- Satara LLC, has a lien filed by the State of Arizona, in the amount of $88,301.09 for back state sale tax dated March 16, 2011. Again, Mr. Jones indicated in a meeting that this amount may have increased.
- When questioned about the above liens, Mr. Jones reported that he was aware of them and was waiting to schedule a meeting with the City of Peoria to discuss the debt. Regarding the State of Arizona, Mr. Jones said that he had not spoken with anyone and was waiting to see he would be contacted.
- In the application, on page 5, question #5, it asks what is the total business indebtedness for this license/location excluding the lease, and the applicant indicated "0". During my meeting with the applicant, I asked him how much he purchased the business for and he reported $22,000.00 cash. This is corroborated by the Asset Purchase Agreement. Mr. Jones stated that the cash was provided by his partner, Mr. Tim Topliff. During the same meeting Mr. Jones indicated that he had applied for a $40,000.00 line of credit and anticipated receiving approval the following week. I asked Mr. Jones to please provide me with a copy of the approval as soon as he received it. As of this date I have not received anything. Mr. Jones indicated that his partner was providing financing in the amount of $34,000.00.
- Mr. Jones reported that he will be on-site as the General Manager. The bar manager is reported to be Mike Fisher.
- The applicant, Mr. Steven Jones represents himself as a self-employed real estate. During the interview Mr. Jones indicated that he brokers the purchase of existing hotel/motels between owners and buyers. I cannot find an active real estate license for Mr. Jones. When asked about his restaurant experience, Mr. Jones indicated that he had approximately 15 years of management experience. When questioned about his experience, he indicated the Cycle, Lexington Hotel in downtown Phoenix. When asked for specifics, Mr. Jones was somewhat vague.
- In the application Mr. Jones indicated that the monthly lease was $7,500.00 per month. During the interview, Mr. Jones said that they do not currently have a lease agreement with the owner and that for the next two months they will pay $5,500.00 per month. He could not tell me when he would have a signed lease.
- During the interview I asked Mr. Jones about the $67,569.72 Federal IRS lien filed against him on March 29, 2012 for back personal income taxes from 2006 through 2008. At that time Mr. Jones stated something to the effect that he could not have a tax lien as he had not yet filed his 2010 and 2011 income taxes. He stated that he still had them. I then explained that this lien was for previous years and he again stated that he was not aware of the lien. I provided Mr. Jones with a copy of the lien and asked him to immediately check into it and provide me with a written response from IRS. As of this date I have not received anything.
- On July 16, 2012 I met with Mr. Timothy Topliff. At that time Mr. Topliff indicated that his role was to be short term, provide financing so that Mr. Jones could purchase the restaurant. Mr. Topliff indicated that he was to be 30% owner and

receive approximately 30% of the profits until he had recovered his investment then he would relinquish his interest in the business.

- Mr. Topliff indicated that he has contributed approximately $34,000.00 cash towards the business. Mr. Topliff reported that the funds were taken out as a loan against his 401k investment in the amount of $17,000.00 to be paid back at the rate of $636 per month. The balance was taken out of his personal checking.
- Mr. Topliff reported that he is Mr. Jones' landlord and has known him since about April 1, 2012. He had no prior business dealings with him.
- When asked if he had reviewed the financial statements for the business, Mr. Topliff said that the only reports he has reviewed are those provided to him by Mr. Jones.
- Mr. Topliff was aware that Mr. Jones had possibly applied for a $20,000.00 line of credit, but was not aware that the amount had apparently been increased to $40,000.00.
- I asked Mr. Jones for a copy of the sales agreement. Initially he sent me a one page form. In response I asked him for a copy of the signed agreement with the signatures notarized and a copy of the consulting agreement as well as Exhibit A. Mr. Jones responded on July 2, 2012 that Exhibit A was no problem and that he would get that to me as soon as possible. Mr. Jones wrote that there was no consulting agreement because Jon Graham left the country. Regarding the notarized signatures, he again reported that Jon Graham has left the country and no one knows where to find him. After my personal interview with Mr. Jones, he provided me with a complete copy of the Asset Purchase Agreement on July 17, 2012.
- The below items are exerts from the Asset Purchase Agreement which give rise to concern:
    - Contemporaneous Agreement, page 1, says in part, "it is agreed and understood by the parties hereto that the agreements for the sale of personal goodwill, the consulting agreement and this Asset Purchase Agreement are interdependent upon one another, and that all of the agreements must be consummated as a whole among all of the parties aforesaid."
        - When I questioned Mr. Jones about the consulting agreement, he indicated that Mr. Graham was to receive a percentage of the profits for a specified period of time. I pointed out to Mr. Jones that he could not provide me with a copy of the agreement at which time he said that this portion of the contract was not valid due to "abandonment" on the part of Mr. Graham. I then directed Mr. Jones to the section that stated all parts were interdependent upon one another and that all of the agreements must be consummated as a whole. I then suggested to Mr. Jones that this means that if he does not abide by the consulting agreement, then sales contract as a whole is void. I asked Mr. Jones if he had an attorney review this document and he said that he had not.
    - Section 1 (A) says in part that all transferred assets shall be free of all liens and encumbrances, unless specifically provided otherwise in this Agreement. I asked Mr. Jones if he had an attorney review this to advise him that the above sales tax liens were not attachable to the business and

he said he had not.
    - Further concern is raised on page 2, section 5 which reads, "the Seller shall transfer to the Buyer, as part of this Agreement, shared right, title and interest for the use of the name "Satara Thai Cuisine & Boutique Wine Bar" for use at the primary place of business located at 8350 W. Paradise Lane, Peoria, Az 85382."
  - Finally, section 6(A)(iii) says, "There is no suit, claim or action or proceeding now pending or threatened before any court, administrative or regulatory body or any governmental entity other than Seller and Managing Member do have outstanding tax issues with the Arizona Department of Revenue, Arizona Economic Security, City of Peoria and potentially the IRS and Seller and Managing Member warrant that if any liens or encumbrances are against the transferred assets that those liens and encumbrances will be the responsibility of the Seller and Managing Member to indemnify the Buyer as stated in Section #11 below."
- I am concerned that the above sections from the Asset Purchase Agreement may give rise to the attachment of the existing liens to the new owner and must be resolved.
- I asked Mr. Topliff if he had seen the full sales agreement and he reported that he had only been shown the one page by Mr. Jones, he had not seen the full agreement.

Based upon the investigation and the above information:

( ) I do not believe that there is information to cause alarm and that the application should proceed.

(X) I believe there is information to cause alarm or an illustrated need to request denial of this license application based upon the applicant's Qualifications and Reliability. It is recommended that approval of this license application be **protested**.

Concerns:

- Is the Asset Purchase Agreement valid, if so, then according to the consulting agreement Mr. Graham may still have a vested interest in the business.
- Since the Buyer is purchasing not only the physical assets, but the name and all other "good will" associated with Satara Thai Cuisine Boutique & Wine, do the current and future tax liens attach to the business, thereby the new owners.
- Mr. Jones has personal financial irregularities as demonstrated by an IRS tax lien which may also be complicated by him apparently not filing his 2010 and 2011 taxes yet.
- There is concern regarding Mr. Jones' financial health to continue the business without encumbering additional debt. Mr. Jones has apparently not kept his business partner informed.
- As the General Manager, there is concern about his apparent lack of restaurant management experience.

Agenda Item: 9R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: October 9, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Brent Mattingly, Finance Director

THROUGH: Susan K. Thorpe, Deputy City Manager

SUBJECT: Public hearing: Proposed Recommendations by the City to the Arizona State Liquor Board for a new restaurant liquor licenses and a new beer and wine liquor license.

Purpose:

Pursuant to Arizona Law the City must recommend to the State Liquor Board for approval, applications to sell alcoholic beverages in the City. The Standard for the recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served.

Background/Summary:

Natalie B. Lahr, Agent for Sweet Tomatoes #43, has applied for a New Restaurant Liquor License (Series 12) located at 7565 W. Bell Road Suite 1.
Prabhjot Gill, Agent for Rosati's Pizza, has applied for a New Restaurant Liquor License (Series 12) located at 10651 W. Olive Avenue #105.
Xinxc Q. Chen, Agent for Oriental Buffet Grill & Sushi, has applied for a New Restaurant Liquor License (Series 12) located at 10146 W. Lake Pleasant Parkway Suite 1030.
Matthew J. White, Agent for Spanky's Smoke Shop, has applied for a New Wine and Beer Liquor License (Series 10) located at 8868 W. Bell Road Suite 103.
The public hearing notices were posted for at least 20 days, and no comments were received during the posting period. The license applications were reviewed according to State law and all Departments gave approvals.

Previous Actions:

There has never been a liquor license at 7565 W. Bell Road Suite 1.
There has never been a liquor license at 10651 W. Olive Avenue #105.
There has never been a liquor license at 10146 W. Lake Pleasant Parkway Suite 1030.
There has never been a liquor license at 8868 W. Bell Road Suite 103.

Options:

A: Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Sweet Tomatoes #43, located at 7565 W. Bell Road Suite 1, Natalie B. Lahr, Applicant, LL#10658.
Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Rosati's Pizza, located at 10651 W. Olive Avenue #105, Prabhjot Gill, Applicant, LL#10018875.
Recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Oriental Buffet Grill & Sushi, located at 10146 W. Lake Pleasant Parkway Suite 1030, Xinxc Q. Chen, Applicant, LL#20006384.
Recommend approval to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Spanky's Smoke Shop, located at 8868 W. Bell Road Suite 103, Matthew J. White, Applicant, LL#20003953.
B: Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Sweet Tomatoes #43, located at 7565 W. Bell Road Suite 1, Natalie B. Lahr, Applicant, LL#10658.
Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Rosati's Pizza, located at 10651 W. Olive Avenue #105, Prabhjot Gill, Applicant, LL#10018875.
Recommend denial to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Oriental Buffet Grill & Sushi, located at 10146 W. Lake Pleasant Parkway Suite 1030, Xinxc Q. Chen, Applicant, LL#20006384.
Recommend denial to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Spanky's Smoke Shop, located at 8868 W. Bell Road Suite 103, Matthew J. White, Applicant, LL#20003953.

Staff's Recommendation:

That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Sweet Tomatoes #43, located at 7565 W. Bell Road Suite 1, Natalie B. Lahr, Applicant, LL#10658.
That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Rosati's Pizza, located at 10651 W. Olive Avenue #105, Prabhjot Gill, Applicant, LL#10018875.
That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Restaurant Liquor License (Series 12) for Oriental Buffet Grill & Sushi, located at 10146 W. Lake Pleasant Parkway Suite 1030, Xinxc Q. Chen, Applicant, LL#20006384.
That the Mayor and Council recommend approval to the Arizona State Liquor Board for a New Wine and Beer Liquor License (Series 10) for Spanky's Smoke Shop, located at 8868 W. Bell Road Suite 103, Matthew J. White, Applicant, LL#20003953.

Fiscal Analysis:

The item has no financial implications.

Narrative:

The appropriate fees have been paid and the applicants have been advised that a representative needs to be present at the meeting to answer any questions that the Council or public may have.

Exhibit 1: New Liquor License Application.

10658

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

RECEIVED AUG 20 Liq. Dept #9:40

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☒ CORPORATION *Complete Section 7*
- ☐ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 12079244

1. Type of License(s): Restaurant, Series 12

2. Total fees attached: $ 122.00 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr./Ms. Lahr (Last) Natalie (First) Burt (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: Garden Fresh Restaurant Corp.
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Sweet Tomatoes #43
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 7565 West Bell Road, Suite 1 (Do not use PO Box Number) Peoria (City) Maricopa (County) 85382 (Zip)

5. Business Phone: 623-487-0307 Daytime Contact: [redacted]

6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO

7. Mailing Address: 15822 Bernardo Center Drive, Suite A, San Diego (City) CA (State) 92127 (Zip)

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application ____ Interim Permit ____ Agent Change ____ Club 22.00 Finger Prints $ 122.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [redacted] Date: 08-29-12 Lic. # 12079244

3/9/2012

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

'12 AUG 20 Liq. Dept #1940

2. There MUST be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☒ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☐ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: Garden Fresh Restaurant Corp
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 02-17-1993 State where Incorporated/Organized: Delaware

3. AZ Corporation Commission File No.: F-0060367-3 Date authorized to do business in AZ: 02-17-1993

4. AZ L.L.C. File No: N/A Date authorized to do business in AZ: N/A

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last First Middle	Title	Mailing Address City State Zip
Goronkin, David	Director	[redacted]
Keller, Robert G	President	[redacted]
Morberg, John David	Treasurer	[redacted]
Salerno, Kathleen Elizabeth	Asst Sec	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last First Middle	% Owned	Mailing Address City State Zip
GF Holdings, Inc.	100%	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

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SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last First Middle	Title	Mailing Address City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Souplantation. & Sweet tomatoes.
salads • soups • bakery

'12 AUG 20 Liq. Dept AM 9:40

August 9, 2012

Arizona Department of Liquor Licenses & Control
800 West Washington, 5th Floor
Phoenix, AZ 85007

To Whom It May Concern:

Please be advised that Garden Fresh Restaurant Corp. is wholly owned (100%) by GF Holdings, Inc.

Officers of GF Holdings, Inc.:

David Goronkin	Director and Chief Executive Officer
John D. Morberg	Chief Financial Officer, General Counsel, Treasurer & Secretary
R. Gregory Keller	Vice President
Kathleen Salerno	Assistant Secretary

If I can be of further assistance, please contact me directly at (858) 312-1955.

Sincerely,

[redacted]

Kathleen E. Salerno
Assistance Secretary

8/29/2012

Souplantation & Sweet Tomatoes
salads • soups • bakery

VIA EMAIL Jennifer.benson@azliquor.gov

August 28, 2012

Jennifer Benson
Customer Service Representative
Arizona Department of Liquor License and control
800 Washington St, 5th Floor
Phoenix, AZ 85007

'12 AUG 29 Liq. Lic. AM 9:58

RE: GARDEN FRESH RESTAURANT ALCOHOL LICENSE APPLICATION

Dear Jennifer:

Per our telephone discussion, we are responding to your request for information related to the corporate history from 1995, when Garden Fresh Restaurant Corp. (" the Company") maintained an alcohol license with the state of Arizona, and the current corporate structure.

The Company was a private entity before going public on May 24, 1995 with its shares traded under the ticker symbol NASDAQ: LTUS. Subsequently, on March 10, 2004, the Company went private pursuant to a merger and recapitalization transaction when an affiliate of Centre Partners Management LLC and Fairmont Capital, Inc. (collectively "Centre Partners"), purchased all of the Company's shares then traded in the public market. That transaction resulted in the creation of GF Holdings, Inc., the sole shareholder of the Company. Additionally, on October 18, 2005, Centre Partners sold its interest in GF Holdings, Inc to an affiliate of Sun Capital Partners, Inc.

As of today, GF Holdings, Inc. remains the sole shareholder of the Company.

We hope that this information assists you in completing your review of our application, and we remain ready to respond to any questions.

Very truly yours,

John D. Mofberg
Director, Chief Financial Officer and
General Counsel

cc: Kathleen Salerno

Garden Fresh Restaurant Corp. • 15822 Bernardo Center Drive, Suite A • San Diego, CA 92127
858•675•1600 858•675•1616 www.gardenfreshcorp.com

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____ (Exactly as it appears on license) Last First Middle

'12 AUG 20 Liq. Dept AM 9 4

2. Assignee's Name: _____ Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____

2. Person/designee: _____ Last First Middle _____ Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____ (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____ (Exactly as it appears on license)

3. Current Business Name: _____ (Exactly as it appears on license)

4. Physical Street Location of Business: Street _____

City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: (Other than business) Street _____

City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____ (print full name), hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____ (print full name), declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ (Signature of CURRENT LICENSEE)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ Day _____ Month _____ Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

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1. Current Business: (Exactly as it appears on license) Name _____

   Address _____

2. New Business: (Physical Street Location) Name _____

   Address _____

3. License Type: _____ License Number: _____

4. If more than one license to be transferred: License Type: _____ License Number: _____

5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: N/A ft. Name of school N/A

   Address _____

   City, State, Zip

2. Distance to nearest church: N/A ft. Name of church N/A

   Address _____

   City, State, Zip

3. I am the: ☑ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)

4. If the premises is leased give lessors: Name PLH Holdings LLC Series I

   Address 3045 Table Bluff Road Loleta CA 95551

   City, State, Zip

4a. Monthly rental/lease rate $ 23260.87 What is the remaining length of the lease 11 yrs. 6 mos.

4b. What is the penalty if the lease is not fulfilled? $ — or other See default language in attached lease

(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? $ 0

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
None						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? restaurant

43 Arrowhead

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Sweet Tomatoes 43-Arrowhead/Peoria, Maricopa County, Arizona

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of March 10, 2004, by and between:

(i) **CNL NET LEASE FUNDING 2003, LLC**, a Delaware limited liability company, with principal office and place of business at CNL Center at City Commons, 450 South Orange Avenue, Orlando, Florida 32801-3336 ("Landlord"), and

(ii) **GARDEN FRESH RESTAURANT CORP.**, a Delaware corporation, with a mailing address of 15822 Bernardo Center Drive, Suite A, San Diego, California 92127 ("Tenant").

WITNESSETH:

Landlord leases to Tenant, for the purpose of operating a Sweet Tomatoes Restaurant or such other restaurant concept operated by Tenant and for no other use or purpose whatsoever (except as may be permitted in this Lease) and subject to the terms and conditions of the Rent Addendum attached hereto, and Tenant rents from Landlord the following described premises, (hereinafter "Premises") located at 7565 West Bell Road, Peoria, Maricopa County, Arizona and being more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all rights and privileges appurtenant thereto as may be necessary or convenient to Tenant's business, inclusive of all easements benefiting the Premises. Premises shall include all improvements and structures whether now existing or hereafter constructed thereon.

The following additional stipulations are hereby declared to be covenants of this Lease and shall, unless otherwise expressly stated, be applicable at all times throughout the term of this Lease and any extension or renewal thereof:

1. **DEFINITIONS**

For purposes of this Lease, the following terms shall have the definitions ascribed to them:

"Annual Rent Commencement Date" shall be March 10, 2004.

"CNL Affiliate" shall mean any party that controls or is controlled by or is under common control with CNL Financial Group, Inc. and/or CNL Financial Corporation. For purposes of this definition, "control" and correlative terms shall mean the possession, directly or indirectly, of the power to cause the direction of the management and policies of such party, whether through the ownership of voting securities, by contract or otherwise.

"Effective Date" shall mean the date set forth at the beginning of this Lease.

"Landlord" shall mean CNL NET LEASE FUNDING 2003, LLC, a Delaware limited liability company.

"Lease" shall include this Lease Agreement and all amendments hereto, if any, entered into from time to time hereafter, together with the Rent Addendum and exhibits attached hereto.

"Lease Year" shall mean a fiscal period beginning on the Annual Rent Commencement Date (and each anniversary thereof) and expiring on the last day of the twelfth (12th) month thereafter. In the event the Annual Rent Commencement Date is not the first (1st) day of a calendar month, then the Lease Year shall commence on the first (1st) day of the calendar month following the Annual Rent Commencement Date.

"Rent" shall mean the rent payable under this Lease as set forth in the Rent Addendum attached hereto and incorporated herein, and shall include Annual Rent (as defined in the Rent Addendum), together with all other items described in this Lease as "additional rent".

"Tenant" shall include the named Tenant and any assignee or sublessee thereof pursuant to an assignment or sublease under Paragraph 17 of this Lease.

"Tenant Affiliate" shall mean any party that, directly or indirectly, controls or is controlled by or is under common control with Tenant and, without limiting the generality of the foregoing, shall include (i) any party who is a director or officer of, partner in, trustee of, or blood or legal relative, guardian or representative of Tenant, or any party who acts or serves in a similar capacity with respect to Tenant; (ii) any party of which or whom Tenant is a director or officer, partner, trustee, or blood or legal relative, guardian or representative, or with respect to which or whom, Tenant acts or serves in a similar capacity; and (iii) any party who directly or indirectly is the legal or beneficial owner of or controls more than fifty percent (50%) of any class of equity securities of Tenant. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any party, shall mean the possession, directly or indirectly, of the power to cause the direction of the management and policies of such party, whether through the ownership of voting securities, by contract or otherwise.

"Total Cost" shall mean the greater of $2,886,950.00 or the actual gross purchase price paid by the then current fee owner to purchase the Premises.

2. TERM AND RENT

(a) Term. The term of this Lease shall begin on the Effective Date and shall expire on March 31, 2024 (hereinafter the "Termination Date"), unless previously terminated or renewed or extended as provided herein.

(b) Rent. Rent shall be due and payable as provided in the Rent Addendum attached hereto and incorporated herein.

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3. **ALTERATIONS AND IMPROVEMENTS, INVESTMENT TAX CREDIT, MECHANIC'S LIENS, LANDLORD'S DISCLAIMER**

(a) Alterations and Improvements.

(i) Tenant's Property. Tenant shall be permitted to install, use on and about, and remove from the Premises at any time and from time to time all trade fixtures and other personal property (exclusive of lighting, electrical, and heating and air conditioning improvements) which are not a component of the building located or to be located on the Premises (hereinafter referred to as the "Tenant's Property"), all of which at all times shall remain the property of Tenant with the right of removal (subject to Paragraph 3(d) below) at the expiration of this Lease. Tenant's Property shall include: (1) removable decor items and office equipment; (2) building lettering, signs, sign posts and sign standards; (3) unattached food and customer service equipment; and (4) food and customer service equipment attached to the building by bolts and screws and/or by utility connections, including without limitation, walk-in refrigerators and freezers, remote refrigeration systems, exhaust systems and hoods, and water heaters.

(ii) Subsequent Improvements. Tenant shall also have the right to make any additions, alterations, changes and improvements, structural and nonstructural, including but not limited to construction of additional buildings and additions to the then existing buildings, as Tenant shall desire; provided, however, (A) Tenant shall submit plans of all changes to Landlord at least thirty (30) days in advance of the proposed construction date, which plans shall be subject to Landlord's approval, not to be unreasonably withheld, (B) if the cost of changes exceeds FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) for the Premises, Tenant shall deliver to Landlord unconditional payment and performance bonds for such work naming Landlord and Tenant as dual obligees, (C) all such construction shall be completed in a workmanlike manner and in material compliance with all laws, building codes and ordinances applicable thereto, at Tenant's sole expense, and (D) such additions, alterations, changes and improvements (whether structural or non-structural) shall not reduce the fair market value of the Premises, as reasonably determined by Landlord.

Notwithstanding the foregoing, in the event that at the time of any improvements under Paragraph 3(a)(ii) the Tenant under this Lease and operator of the Premises is Garden Fresh Restaurant Corp., then (1) Tenant shall be required to obtain Landlord's approval of Tenant's plans under Paragraph 3(a)(ii)(A) only for structural changes to the Premises (but Tenant shall provide to Landlord prior written notice of all improvements - structural and non-structural), and (2) in lieu of a payment and performance bond, Landlord shall accept from Tenant a certified statement from Tenant's chief financial officer certifying that Tenant has the ability to pay for such improvements, which statement shall be supported by evidence reasonably satisfactory to Landlord. Nothing in this paragraph shall be deemed to change Tenant's obligations under Paragraph 3(a)(ii)(C) or (D) above.

(iii) Improvements Upon Termination, Subletting or Assignment. Subject to the requirements of this Paragraph 3, Tenant shall have the right, at its option and

expense, to redecorate or otherwise remodel the Premises upon any termination hereof or upon any permitted subletting or assignment in such manner as will, without reducing the fair market value thereof, avoid the appearance of the Sweet Tomatoes Restaurant operated under this Lease; provided, however, in addition to the other requirements of this Paragraph 3, Tenant shall not impair the structural condition of the Premises, or reduce the total square footage of the buildings or the Premises.

(iv) All subsequent improvements referred to in Paragraph 3(a)(ii) above, all improvements upon termination, subletting or assignment referred to in Paragraph 3(a)(iii) above, and any and all other additions, alterations, changes and improvements of any type (other than Tenant's Property) shall be deemed to be a part of the Premises and the sole property of Landlord.

(b) Investment Tax Credit. Landlord hereby grants Tenant the right and privilege of applying for and receiving all investment tax credits, if any, under the Internal Revenue Code which may be available with respect to the building and other improvements to be constructed. To this end, Landlord agrees to execute all such further documents and supply such additional information as may be required to make such election effective.

(c) Mechanic's and Other Liens. Tenant shall not do or suffer anything to be done whereby the Premises, or any part thereof, may be encumbered by a mechanic's, materialman's, or other lien for work or labor done, services performed, materials, applianoes, or power contributed, used, or furnished in or to the Premises or in connection with any operations or any other activity of Tenant, and, if, whenever and as often as any lien is filed against the Premises, or any part thereof, purporting to be for or on account of any labor done, materials or services furnished in connection with any work in or about the Premises, done by, for or under the authority of Tenant, or anyone claiming by, through or under Tenant, Tenant shall discharge the same of record within thirty (30) days after service upon Tenant of notice of the filing thereof; provided, however, Tenant shall have the right to remove the lien as an encumbrance upon the Premises by bonding same in accordance with applicable law and to contest any such lien; provided further that Tenant shall diligently prosecute any such contest, at all times effectively staying or preventing any official or judicial sale of the Premises under execution or otherwise, and, if unsuccessful, satisfy any final judgment against Tenant adjudging or enforcing such lien or, if successful, procuring record satisfaction or release thereof.

(d) Landlord's Disclaimer. All of Tenant's Property placed in or upon the Premises by Tenant shall remain the property of Tenant with the right to remove the same at any time during the term of this Lease. Landlord, if requested by Tenant, agrees to execute, acknowledge and deliver an instrument substantially in the form of Exhibit "D" attached hereto, or in other form customarily used by the financier of Tenant's Property and reasonably satisfactory to Landlord, by which Landlord subordinates its lien rights (and all rights of levy and distress) to the lien rights of such financier; provided any damage caused by, or resulting from the removal of any of Tenant's Property or other personal property (including the leaving of holes or other openings in the roof or exterior of the building) shall be promptly repaired by Tenant or the party entitled to remove same. Landlord shall be entitled to charge a reasonable fee in connection with execution of such documentation (which fee shall not exceed (i) $100 if the form attached hereto as Exhibit "D" is executed, without negotiation by the parties, and (ii) $500 if any other form of

'12 AUG 20 Liv. Dept AM 9:40

subordination is negotiated by the parties), and Tenant agrees to pay such fee as a condition precedent to Landlord's execution of such documents.

4. DESTRUCTION OF PREMISES; INSURANCE

(a) If the Premises are damaged or destroyed by fire, flood, tornado or other element, or by any other casualty and such damage or destruction does not occur within the last twenty four (24) months of the original or of any extended or renewed term of this Lease, this Lease shall continue in full force and effect and Tenant shall, as promptly as possible, restore, repair or rebuild the Premises to substantially the same condition as it existed before the damage or destruction, including any improvements or alterations required to be made by any governmental body, county or city agency, due to any changes in code or building regulations. Tenant shall for this purpose use all, or such part as may be necessary, of the insurance proceeds received from insurance policies required to be carried under the provision of subparagraph 4(b) hereinbelow, and Landlord agrees to make such proceeds available for this purpose. If such insurance proceeds are not sufficient to pay such costs, Tenant shall pay such deficit. Should the Premises be damaged or destroyed by any of the foregoing described casualties within the last twenty-four (24) months of the original term or of any extended or renewed term of this Lease, then to the extent that the Premises are untenantable or unsuitable, in Tenant's reasonable opinion, for continued use in the normal conduct of Tenant's business, Tenant shall have the right, exercisable by written notice to Landlord given within thirty (30) days after the date of such damage or destruction, to terminate this Lease effective upon the date of such damage or destruction. Notwithstanding the foregoing, Tenant shall not have the right to terminate this Lease unless (i) the damage or destruction of the Premises was caused by a peril which was insured against as required by the provisions of Paragraph 4(b) of this Lease; and (ii) at the time of such damage and destruction the said insurance policies required to be carried by Tenant were in the amount of the full replacement cost of such improvements (without deduction or co-insurance) and in full force and effect; and (iii) the insurer has confirmed coverage and its obligation to pay. If Tenant defaults in its obligation to carry insurance in the amounts required under Paragraph 4(b), then, prior to Tenant's termination of this Lease and in addition to the requirements set forth in the preceding sentence, Tenant shall be obligated to pay toward said reconstruction or to Landlord the difference between the amount of insurance actually carried and the amount required to be carried under this Paragraph 4.

In addition to the Tenant's rights set forth in the proceeding paragraph, to the extent that Tenant is prevented by any governmental body, county or city agency, due to any changes in code or building regulations, from operating a restaurant at the Premises, or from restoring, repairing or rebuilding the Premises to substantially the same condition as existed before the damage or destruction, without any loss of kitchen area, seating capacity or parking spaces, Tenant shall have the right at any time during the Term, exercisable by written notice to Landlord given within thirty (30) days after the date of such damage or destruction to terminate this Lease; provided, however, that Tenant's right to terminate this Lease as provided herein shall be subject to payment by Tenant to Landlord of the Termination Payment. As used herein, the "Termination Payment" shall be an amount equal to the Total Cost for the Premises, less (i) the value of the land (without improvements) comprising the Premises, as determined by an appraisal of an M.A.I. qualified appraiser selected by Landlord (subject to Tenant's reasonable approval) and obtained by Tenant at Tenant's sole cost and expense, and (ii) any insurance

proceeds received by Landlord in connection with such casualty. Tenant shall pay all reasonable costs and expenses incurred by Landlord in connection with such termination, including without limitation reasonable attorneys' fees. In the event that Tenant terminates this Lease as provided herein, such termination shall be deemed effective on the later of (i) the date that Landlord receives the Termination Payment; or (ii) the date that Landlord receives the insurance proceeds.

(b) Tenant, at its expense and as additional rent hereunder, shall throughout the term of this Lease and any extension or renewal thereof, keep the Premises insured with (i) "Special Form Causes of Loss" coverage (as such term is used in the insurance industry), at least as broad as the most commonly available ISO Special Cause of Loss Form, including coverage for glass breakage, vandalism and malicious mischief, and builder's risk (if the Premises are to be constructed pursuant to the terms of this Lease) for one hundred percent (100%) insurable replacement value with no co-insurance penalty, with any deductible in excess of Ten Thousand Dollars ($10,000.00) to be approved by Landlord and, (ii) "Ordinance and Law Coverage" with limits of (i) not less than the building value for Coverage A (loss to the undamaged portion of the building), (ii) not less than fifteen percent (15%) of the building value for Coverage B (Demolition Cost Coverage), and (iii) not less than fifteen percent (15%) of the building value for Coverage C (Increased Cost of Construction Coverage).

(c) Tenant shall maintain throughout the term of this Lease and any extension thereof, at its own expense and as additional rent, commercial general liability insurance including product liability and liquor liability (if alcohol is served) covering the Premises at least as broad as the most commonly available ISO Commercial General Liability policy form (occurrence basis) covering bodily injury, property damage and personal and advertising injury, for the joint benefit of and insuring Tenant and Landlord, with limits not less than One Million Dollars ($1,000,000.00) per occurrence, with a general aggregate of not less than Two Million Dollars ($2,000,000.00) and a "following form" umbrella liability policy or excess liability policy to include product liability and liquor liability (if alcohol is served), in an amount of not less than Ten Million Dollars ($10,000,000.00) per occurrence, with any deductible in excess of One Thousand Dollars ($1,000.00) to be approved by Landlord.

(d) Tenant shall maintain throughout the term of this Lease and any extension thereof, at its own expense, business interruption insurance covering risk of loss due to the occurrence of any of the hazards insured against under Tenant's "all risk" coverage insurance and providing coverage in an amount sufficient to permit the payment of Rents, taxes, insurance and operating expenses payable hereunder for a period (in such case) of not less than twelve (12) months.

(e) In the event the Premises are located in an area identified by the National Flood Insurance Program as an area having "special flood hazards" (zones beginning with "A" or "V," Tenant shall maintain throughout the term of this Lease and any extension thereof, flood insurance for the full replacement value of the Premises, with any deductible in excess of Twenty-five Thousand Dollars ($25,000.00) to be approved by Landlord.

(f) In the event the Premises are located in a major earthquake damage area and earthquake insurance is reasonably available, Tenant shall maintain throughout the term of this Lease, and any extension thereof, earthquake insurance for the full replacement value of the

Premises, with any deductible in excess of ten percent (10%) of the replacement value of the Premises to be approved by Landlord.

(g) Tenant shall maintain such other insurance on or in connection with the Premises as reasonably required from time to time by Landlord, which is commonly obtained in connection with properties similar to and in the same area as the Premises and which is commercially reasonable to obtain.

(h) All insurance companies providing the coverage required under this Paragraph 4 shall be selected by Tenant and shall be rated A minus (A-) or better by Best's Insurance Rating Service (or equivalent rating service if not available), shall be licensed to write insurance policies in the state in which the Premises is located, and shall be acceptable to Landlord in Landlord's reasonable discretion. Tenant shall provide Landlord with copies of all policies or certificates of such coverage for the insurance coverages referenced in this Paragraph 4, and all commercial general liability and umbrella liability or excess liability policies shall name Landlord (and if Landlord is either a general or limited partnership, all general partners) and any mortgagee designated by Landlord as an additional insured. Any such coverage for additional insureds shall be primary and non-contributory with any insurance carried by Landlord or any other additional insured hereunder. All property insurance policies shall name Landlord as an additional named insured or as a loss payee as Landlord's interests may appear, and shall provide that all losses shall be payable as herein provided. All such policies of insurance shall provide that the amount thereof shall not be reduced and that none of the provisions, agreements or covenants contained therein shall be modified or canceled by the insuring company or companies without thirty (30) days prior written notice being given to Landlord; and that all insurance proceeds shall be paid by check payable to Landlord to be held in trust and used for restoration or repair, or otherwise applied pursuant to the terms of this Lease. Such policy or policies of insurance may also cover loss or damage to Tenant's Property, and the insurance proceeds applicable to Tenant's Property shall not be paid to Landlord or any mortgagee but shall accrue and be payable solely to Tenant. In the event of a casualty, subject to Tenant's right to terminate this Lease pursuant to Paragraph 4(a) above, Tenant shall be responsible for any deficiency between the replacement cost of the Premises and the amount actually paid by the insurance company.

5. MAINTENANCE AND REPAIR

(a) Tenant shall, during the term of this Lease and any renewals thereof, (i) maintain the Premises and all buildings and improvements thereon (interior and exterior, structural and otherwise) in good order and repair; (ii) not commit waste or permit impairment or deterioration of the Premises (normal wear and tear excepted); (iii) keep the Tenant's Property, including trade fixtures, equipment, machinery and appliances thereon in good repair and shall replace trade fixtures, equipment, machinery and appliances on the Premises when necessary to keep such items in good repair; (iv) comply in all material respects with all laws, ordinances, regulations and requirements of any governmental body applicable to the Premises; (v) provide prompt notification to Landlord of any material adverse changes to the Premises, such as material changes in any environmental condition, including the presence of biocontaminants, such as, but not limited to mold, and shall promptly undertake reasonable remediation (and preventative) actions in connection therewith; and (vi) subject to the provisions of Paragraph 4(a) with respect to damage within the last twenty-four (24) months of this Lease, and Paragraph 6 herein, return

the Premises and all buildings and improvements thereon at the expiration of the term of this Lease or any extension thereof in as reasonably as good condition as when received, ordinary wear and tear excepted.

(b) Tenant agrees that Landlord shall have no obligation under this Lease to make any repairs or replacements (including the replacement of obsolete components) to the Premises or the buildings or improvements thereon, or any alteration, addition, change, substitution or improvement thereof or thereto, whether structural or otherwise. The terms "repair" and "replacement" include, without limitation, the replacement of any portions of the Premises which have outlived their useful life during the term of this Lease (or any extensions thereof). Landlord and Tenant intend that the Rent received by Landlord shall be free and clear of any expense to Landlord for the construction, care, maintenance (including common area maintenance charges and charges accruing under easements or other agreements relating to the Premises), operation, repair, replacement, alteration, addition, change, substitution and improvement of or to the Premises and any building and improvement thereon. Upon the expiration or earlier termination of this Lease, Tenant shall remain responsible for, and shall pay to Landlord, any cost, charge or expense for which Tenant is otherwise responsible for hereunder attributable to any period (prorated on a daily basis) prior to the expiration or earlier termination of this Lease.

(c) Tenant acknowledges and agrees that the Premises are and shall be leased by Landlord to Tenant in its present "AS IS" condition, and that Landlord makes absolutely no representations or warranties whatsoever with respect to the Premises or the condition thereof. Tenant acknowledges that Landlord has not investigated and does not warrant or represent to Tenant that the Premises are fit for the purposes intended by Tenant or for any other purpose or purposes whatsoever, and Tenant acknowledges that the Premises are to be leased to Tenant in their existing condition, i.e., "AS IS", on and as of the Effective Date.

6. CONDEMNATION

(a) In the event that the whole or any material part of the building on the Premises or a material portion of the land (for purposes hereof, "material" shall mean more than 20% of the building on the Premises, or more than 30% of the parking spaces on the Premises (or such lesser amount if, following such taking, the number of parking spaces on the Premises will not meet zoning requirements)) shall be taken during the term of this Lease or any extension or renewal thereof for any public or quasi public use under any governmental law, ordinance, regulation or by right of eminent domain, or shall be sold to the condemning authority under threat of condemnation, or if Tenant can demonstrate to Landlord's reasonable satisfaction that the Premises cannot be profitably operated as the type of restaurant contemplated herein, or if Tenant's primary access to Premises ("primary" meaning sole access or direct access from a public right of way) shall be taken (any of such events being hereinafter referred to as a "taking"), then in such event, Tenant shall have the option of terminating this Lease as of a date no earlier than the date of such taking, such termination date to be specified in a notice of termination to be given by Tenant to Landlord not fewer than fourteen (14) days prior to the date on which possession of the Premises, or part thereof, must be surrendered to the condemning authority or its designee.

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(b) In the event of any taking which does not give rise to an option to terminate or in the event of a taking which does give rise to an option to terminate and Tenant does not elect to terminate, Landlord shall make its award available to Tenant and Tenant shall, to the extent of the award from such taking (which term "award" shall mean the net proceeds after deducting reasonable expenses of any settlement, or net purchase price under a sale in lieu of condemnation but shall exclude the value of Landlord's reversionary interest), promptly restore or repair the Premises and all improvements thereon (except those items of Tenant's Property which Tenant is permitted to remove under the terms of this Lease) to the same condition as existed immediately prior to such taking insofar as is reasonably possible. If the estimated cost of restoration or repair shall exceed the amount of Landlord's award, Tenant shall deposit with Landlord the amount of such excess. The award and any excess shall be held in trust by Landlord and used, to the extent required, for the purpose of such restoration or repair. A just and proportionate part of the Rent payable hereunder shall be abated from the date of such taking until ten (10) days after Tenant has restored the Premises and it has become operational. Thereafter the Rent shall be reduced in proportion to the reduction in the then rental value of the Premises after the taking in comparison with the rental value prior to the taking. If Landlord and Tenant cannot agree on the amount of Rent reduction, the matter shall be resolved by binding arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. If the award shall exceed the amount spent or to be spent promptly to effect such restoration, repair or replacement, such excess shall unconditionally belong to Landlord and shall be paid to Landlord.

(c) In the event of any partial taking where this Lease is not terminated, Tenant shall not be entitled (except for use in reconstruction) to any part of the compensation or award given Landlord for the taking of the fee of the Premises, but Tenant shall have the right to recover from the condemning authority such compensation as is specifically awarded (i) to reimburse Tenant for any cost which Tenant may incur in removing Tenant's Property from the Premises and (ii) for loss of Tenant's business.

(d) If this Lease is terminated by reason of a taking, then Landlord shall be entitled to receive the entire award in any such condemnation or eminent domain proceedings or purchase in lieu thereof and Tenant hereby assigns to Landlord all of its right, title and interest in and to all and any part of such award, provided, however, Tenant shall be entitled to receive any award specifically made to reimburse Tenant.

7. TAXES AND ASSESSMENTS

(a) Tenant shall pay prior to delinquency all taxes and assessments which may be levied upon or assessed against the Premises and all taxes and assessments of every kind and nature whatsoever arising in any way from the use, occupancy, possession or transfer of ownership (excluding, however, any taxes incurred by Landlord (or a successor landlord) in connection with a transfer of ownership) of the Premises or assessed against the improvements situated thereon, together with all taxes levied upon or assessed against Tenant's Property. To that end, Landlord shall not be required to pay any taxes or assessments whatsoever which relate to or may be assessed against this Lease, the Rent and other amounts due hereunder, the Premises, improvements and Tenant's Property; provided, however, that any taxes or assessments which may be levied or assessed against the Premises for a period ending after the termination hereof shall be prorated between Landlord and Tenant as of such date. Landlord

shall be solely responsible for payment of any (i) income, profit, franchise or similar tax that may be imposed upon or assessed against Landlord with respect to the Rent and income derived from this Lease, under any law now in force or hereafter enacted, or (ii) any inheritance, estate, succession, gift or any form of property transfer tax which may be assessed or levied against Landlord (excluding any real estate assessments based on value after a transfer to a third party).

(b) Within thirty (30) days after Tenant receives the paid receipted tax bills, Tenant shall furnish Landlord with copies thereof. Tenant may, at its option, contest in good faith and by appropriate and timely legal proceedings any such tax and assessment; provided, however, that Tenant shall indemnify and hold harmless Landlord from any loss or damage resulting from any such contest, and all expenses of same (including, without limitation, all attorneys' and paralegal fees, court and other costs) shall be paid solely by Tenant.

8. COMPLIANCE, UTILITIES, SURRENDER

(a) Tenant, at its expense: shall promptly comply with all municipal, county, state, federal and other governmental requirements and regulations, whether or not compliance therewith shall require structural or other changes in the Premises; will procure and maintain all permits, licenses and other authorizations required for the use of the Premises or any part thereof then being made and for the lawful and proper installation, operation and maintenance of all equipment and appliances necessary or appropriate for the operation and maintenance of the Premises; and shall comply with all easements, restrictions, reservations and other instruments of record applicable to the Premises, including without limitation, any requirement in such instruments on behalf of the owner or occupant of the Premises to procure and maintain insurance, and whether now in effect or enacted during the term of this Lease (each a "Restriction" and collectively, the "Restrictions"). Landlord shall not enter into or consent to any modification, amendment, termination, extension or other change in any Restriction, or grant or withhold any consent or approval, exercise any rights or remedies, or take any other action under or in respect of any Restriction, during the Term without Tenant's prior written consent in each instance, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall reasonably cooperate with Tenant's efforts to comply with and enforce the Restrictions for the benefit of the Premises (without being obligated to incur any expense). Tenant shall indemnify and save Landlord harmless from all expenses and damages by reason of any notices, orders, violations or penalties filed against or imposed upon the Premises, or against Landlord as owner thereof, because of Tenant's failure to comply with this paragraph.

(b) Tenant shall pay all charges for heat, water, gas, sewage, electricity and other utilities used or consumed on the Premises and shall contract for the same in its own name. Landlord shall not be liable for any interruption or failure in the supply of any such utility service to the Premises.

(c) Tenant shall peacefully surrender possession of the Premises, the buildings and other improvements thereon, to Landlord at the expiration, or earlier termination, of the original term or any extended or renewed term of this Lease.

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9. QUIET ENJOYMENT

Landlord covenants and warrants that Landlord has full power and authority to enter into this Lease, and that Tenant shall have and enjoy full, quiet and peaceful possession of the Premises, its appurtenances and all rights and privileges incidental thereto during the term hereof and any renewals or extensions, subject to the provisions of this Lease and any Restrictions (subject to Paragraph 8(a)) in existence at the time of the conveyance of the Premises to Landlord by Tenant or thereafter. Landlord agrees to cause the holder of any mortgage now or hereafter relating to the Premises to execute and deliver to Tenant a Subordination and Nondisturbance Agreement in the form contemplated by Paragraph 17.

10. OPTION TO RENEW

Tenant shall have two (2) successive ten (10) year options to extend this Lease for up to an additional twenty (20) years upon the same terms, covenants, conditions and rental as set forth herein provided that Tenant is not in Default hereunder at the commencement of such option period. In the event Tenant elects not to exercise any such ten (10) year option, Tenant shall give written notice to Landlord not less than six (6) months prior to the Termination Date. Should Tenant fail to give Landlord such timely written notice during the required period, this Lease shall automatically renew pursuant to the terms hereof.

11. FIRST RIGHT OF REFUSAL TO PURCHASE

So long as Tenant is not in default under this Lease, Tenant shall have a first right of refusal to purchase the Premises in accordance with the terms of this paragraph. If Landlord receives and desires to accept a bona fide offer to purchase (excluding (i) any transfer, sale or assignment to a CNL Affiliate; (ii) any transfer, sale, or assignment to any entity that is managed by a CNL Affiliate; (iii) any transfer to a Lender upon foreclosure or delivery of a deed-in-lieu of foreclosure; (iv) any transfer, sale or assignment of the Premises to an unrelated third party during the first twenty-four (24) months of the term of this Lease as measured from the Annual Rent Commencement Date; and (v) any assignments and transfers made by Landlord in connection with any securitization of this Lease) the Premises, directly or indirectly, during the term of this Lease or any extension or renewal thereof, Landlord shall deliver a notice to Tenant stating the name of such offeror with a copy of the terms and conditions of such offer attached and Tenant shall have the right to purchase the Premises on the same terms and conditions set forth in Landlord's notice, provided that Tenant delivers written notice to Landlord of its election to do so within fourteen (14) days after receipt of such notice from Landlord. If Tenant does not elect to exercise its right to purchase as aforesaid, Landlord may sell the Premises, provided the sale is consummated with the offeror and on substantially the terms and conditions set forth in Landlord's notice to Tenant. The foregoing right of first refusal shall remain in existence notwithstanding its non-exercise in respect to any sale and shall be binding upon Landlord's successors in title.

12. DEFAULT

(a) If any one or more of the following events occur, said event or events shall hereby be referred to as a "Default":

(i) If Tenant fails to pay Rent or any other charges required under this Lease when the same shall become due and payable, and such failure continues for more than ten (10) days after Tenant's receipt of written notice from Landlord;

(ii) If Tenant fails to pay Rent or any other charges required under any Lease Agreement executed by Tenant in connection with the properties identified on attached Exhibit "E" (collectively, the "Other Leases"); provided, however that (A) the aggregate of all amounts in default under such Other Leases at any one time must exceed the sum of One Hundred Thousand Dollars ($100,000.00) and (B) Tenant's failure to pay such amounts under any of the Other Leases shall not be deemed a Default hereunder unless such failure continues for more than ten (10) days after Tenant's receipt of a second written notice from Landlord delivered not less than ten (10) days after delivery of the first written notice of default under such Other Lease (the "Second Notice"). Landlord acknowledges and agrees that upon a transfer of any Other Lease to any party other than a CNL Affiliate, this Paragraph 12(a)(ii) shall be null and void and of no further force or effect with respect to such transferred Other Lease. This Lease shall remain cross-defaulted with an Other Lease to the extent set forth in this Paragraph only for so long as such Other Lease is held by CNL Net Lease Funding 2003, LLC or a CNL Affiliate.

Notwithstanding anything in this Paragraph 12(a)(ii) to the contrary, at any time after the date that is eighteen (18) months following the Effective Date of this Lease, this Lease shall only be cross-defaulted with such Other Leases to the extent that (i) this Lease and such Other Leases are identified by Landlord in its sole discretion in the Second Notice, and (ii) the aggregate Total Cost paid by CNL Net Lease Funding 2003, LLC under this Lease and such Other Leases identified in the Second Notice shall not exceed Fifteen Million Dollars ($15,000,000.00).

In the event of a Default under this Lease as described in Paragraph 12(a)(i) or (ii) above, Landlord shall be entitled to interest at the Default Rate (as defined below) during the term of such Default, and any of Tenant's monies deposited with Landlord shall be immediately and irrevocably assigned to Landlord to apply to any obligations of Tenant owed to Landlord in any manner Landlord deems necessary.

(iii) If Tenant shall fail to perform or observe any term, condition, covenant, agreement, or obligation required under this Lease, and such failure continues for thirty (30) days after written notice from Landlord (except that such thirty (30) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided Tenant is in the process of diligently curing the same).

(iv) If Tenant fails to continuously operate its business within the Premises except for temporary periods of closure caused by casualty, repairs, Acts of God, or temporary and reasonable periods of remodeling or similar matters, not to exceed ninety (90) days in any Lease Year without first obtaining Landlord's written approval.

(v) If Tenant shall make an assignment for the benefit of creditors or file a petition, in any federal or state court, in bankruptcy or reorganization, or make an

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application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property.

(vi) If any petition shall be filed under federal or state law against Tenant in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within ninety (90) days after such petition is filed.

(vii) If a receiver or trustee shall be appointed under federal or state law for Tenant, or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within ninety (90) days after such appointment.

(b) Upon the happening of any one or more of the aforementioned Defaults which are not cured within the cure period applicable thereto, if any, Landlord shall have the right, in addition to any other rights and remedies, to terminate this Lease by giving written notice of same to Tenant. Upon such notice, this Lease shall cease and expire, and Tenant shall surrender the Premises to Landlord. Notwithstanding such termination, Tenant's liability and obligation under all provisions of this Lease, including the obligation to pay Rent and any and all other amounts due hereunder shall survive and continue. In lieu of Tenant's continuing obligations hereunder (and as final liquidated damages therefor), during the continuance of Tenant's Default under this Lease, Landlord may, by notice to Tenant, accelerate the monthly installments of Rent due hereunder for the remaining term of this Lease. If Landlord does accelerate the Rent due hereunder, then the accelerated Rent shall be equal to the Rent which accrued prior to the date of termination, plus the Rent that would have accrued during the balance of the term (not including any renewal (term(s) not theretofore exercised by Tenant) of this Lease (as if this Lease had not been terminated), less the fair rental value of the Premises for the corresponding period, plus any and all reasonable expenses which Landlord may have incurred in re-letting the Premises including, but not limited to, allocable overhead, reasonable alterations to the building to protect the integrity of existing improvements or to facilitate re-letting of the existing improvements and the Premises, leasing, construction, architectural, reasonable legal and accounting fees. The accelerated Rent shall be discounted to present value at an annual interest rate equal to ten percent (10%). Tenant hereby expressly agrees that its occupation of the Premises after any such termination constitutes forcible detainer (or equivalent) as is defined by the law in force in the jurisdiction in which the Premises are located. Tenant further agrees that in the event of a Default, any monies deposited by Tenant with Landlord shall be immediately and irrevocably assigned and released to Landlord (without further action by Landlord or Tenant) to be applied by Landlord against any and all of Tenant's obligations under this Lease, in any manner as Landlord may determine.

(c) If this Lease shall terminate as provided hereinabove, Landlord may re-enter the Premises and remove Tenant, its agents and subtenants, together with all or any of Tenant's Property, by suitable action at law, or by force. Tenant waives any right to the service of any notice of Landlord's intention to re-enter and Landlord shall not be liable in any way in connection with any action it takes pursuant to this paragraph. Notwithstanding such re-entry or removal, Tenant's liability under this Lease shall survive and continue unless Tenant has paid in full the liquidated damages set forth in Paragraph 12(b) above.

(d) In case of re-entry, repossession or termination (following a Default) of this Lease (unless Landlord exercises its right to liquidated damages as described above), Tenant shall remain liable for Rent, any additional rent and all other charges provided for in this Lease for the otherwise remaining term of this Lease as and when due hereunder, and any and all expenses which Landlord may have incurred in re-entering the Premises including, but not limited to, allocable overhead, alterations to the building, leasing, construction, architectural, legal and accounting fees. Landlord shall have the right, but not the obligation (provided, however, that Landlord shall use reasonable efforts to mitigate Landlord's damages if required to do so under applicable state law), to relet the whole or part of the Premises upon terms which Landlord, in its reasonable discretion, deems appropriate and Tenant shall be responsible for all expenses incurred by Landlord in reletting or attempting to relet and all rent collected from reletting shall be credited against all of Tenant's obligations hereunder.

(e) In the event of a Default, Landlord may, at its sole option, enter upon the Premises, if deemed necessary by Landlord in its sole discretion, and/or do whatever may be deemed necessary by Landlord in its sole discretion to cure such Default by Tenant. Tenant shall pay to Landlord within five (5) days after Landlord's request, all costs incurred by Landlord in connection with Landlord's curing of such Default. In addition to the above costs, in the event Landlord does not receive payment from Tenant when due under this Paragraph 12(e), then interest at the rate of fifteen percent (15%) per annum or, if less, the highest rate allowable by law (the "Default Rate"), shall be due and payable with respect to such payment from the due date thereof until Landlord receives such payment.

(f) In the event Landlord engages legal counsel in connection with the enforcement of any of the terms and provisions of this Lease, then, in addition to all other sums due from Tenant to Landlord under this Lease, Tenant shall pay to Landlord any and all reasonable attorneys' fees, paralegal fees, and legal costs and expenses incurred by Landlord, whether or not judicial proceedings are filed, and including on appeal and in any bankruptcy proceedings.

(g) Notwithstanding the foregoing, in the event Tenant fails (beyond any applicable cure periods set forth herein) to (1) maintain and keep in full force and effect any or all of the insurance policies required pursuant to Paragraph 4 of this Lease, or (2) pay when due any and all taxes and/or assessments levied or assessed against the Premises, or (3) Tenant fails to maintain or repair the Premises pursuant to Paragraph 5 of this Lease, then in the event Landlord does not terminate this Lease, and at Landlord's request and in Landlord's sole discretion, Tenant shall escrow funds for payment of such insurance premiums, taxes and assessments, and utilities maintenance costs and repair costs in the following manner:

(i) Tenant shall immediately pay to Landlord all sums expended by Landlord, plus an additional ten percent (10%) thereof, for purposes of: (1) bringing current or reinstating or purchasing the insurance required under Paragraph 4 of this Lease; and/or (2) paying all taxes and assessments which are past due or currently due. Thereafter, Tenant shall pay to Landlord on the first (lst) day of each month along with the monthly payment of Rent a sum (the "Escrow Funds") equal to one-twelfth (1/12th) of: (A) the yearly premium(s) for the insurance Tenant required to be maintained pursuant to Paragraph 4 of this Lease (in the event Tenant fails to maintain the necessary insurance); and/or (B) the annual taxes and assessments levied or assessed against the Premises as

reasonably estimated by Landlord, based on the prior year's taxes and assessments levied or assessed against the Premises (in the event Tenant fails to pay when due any such taxes or assessments).

(ii) Landlord shall apply the Escrow Funds to pay said insurance and/or taxes and assessments. No interest shall be payable by Landlord on the Escrow Funds unless required by applicable law, in which event all such interest shall be first applied by Landlord to pay such insurance and/or taxes and assessments. Landlord shall provide to Tenant an annual accounting of the Escrow Funds in Landlord's normal format showing credits and debits to the Escrow Funds and the purpose for which each debit to the Escrow Funds was made.

(iii) If the amount of the Escrow Funds held by Landlord at the time of the annual accounting thereof shall exceed the amount deemed necessary by Landlord to provide for the payment of insurance and/or taxes and assessments as they become due, such excess shall be credited to Tenant against the next monthly installment or installments of Escrow Funds due. If at any time the amount of the Escrow Funds held by Landlord shall be less than the amount deemed necessary by Landlord to pay the insurance and/or taxes and assessments as they become due, Tenant shall pay to Landlord any amount necessary to make up the deficiency within thirty (30) days after notice from Landlord to Tenant requesting payment thereof.

(iv) The foregoing Escrow Funds arrangement shall terminate if Tenant fully and faithfully complies with the provisions of this Paragraph 12(g) for a period of twenty-four (24) consecutive months. Upon the termination of this Lease, Landlord shall promptly refund (or credit to Tenant against amounts due to Landlord in the case of termination due to Tenant's default) any Escrow Funds held by Landlord.

(h) The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law, and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of any Default, and no waiver of any Default shall be effective unless it is in writing, signed by Landlord.

13. HOLDING OVER

In the event Tenant remains in possession of the Premises after the expiration of this Lease without executing a new written lease acceptable to Landlord and Tenant, Tenant shall occupy the Premises as a tenant from month to month subject to all the terms hereof (except as modified by this paragraph), but such possession shall not limit Landlord's rights and remedies by reason thereof nor constitute a holding over. In the event of such month to month tenancy, following delivery by Landlord to Tenant of written notice to vacate the Premises, the monthly installment of Annual Rent due for each such month shall increase as follows: (i) for the first monthly installment of Annual Rent due following delivery of such notice, Tenant shall pay to Landlord an amount equal to one hundred ten percent (110%) of the monthly installment of Annual Rent which was payable during the last month of the term of this Lease, and (ii) for each month thereafter, Tenant shall pay to Landlord an amount equal to one hundred twenty-five

percent (125%) of the monthly installment of Annual Rent which was payable during the last month of the term of this Lease.

14. WAIVER OF SUBROGATION

Notwithstanding anything in this Lease to the contrary, other than Tenant's obligations to repair, restore or rebuild described in Paragraph 4 of this Lease, neither party shall be liable to the other for any damage or destruction of the Premises resulting from fire or other casualty covered by insurance required of either party hereunder, whether or not such loss, damage or destruction of the Premises are caused by or results from the negligence of such party (which term includes such party's officers, employees, agents and invitees), and each party hereby expressly releases the other from all total liability for or on account of any said insured loss, damage or destruction, whether or not the party suffering the loss is insured against such loss, and if insured whether fully or partially. Each party shall procure all endorsements of insurance policies carried by it necessary to protect the other from any right of subrogation and/or liability in the event of such loss.

15. LANDLORD'S LIEN FOR RENTS

As security for Tenant's payment of Rent and all other payments required to be made by Tenant hereunder (including, by way of illustration only, taxes, damage to the Premises, court costs, and attorneys' fees) Tenant hereby grants to Landlord a lien upon all of Tenant's Property now or hereafter located upon the Premises. The lien herein provided shall be subordinate to the lien of any chattel mortgage, collateral assignment or security interest given by Tenant to any financier of Tenant's Property. In the event of a Default, Landlord may enter upon the Premises and take possession of Tenant's Property, or any part thereof, and may sell all or any part of Tenant's Property at public or private sale in one or successive sales, with or without notice, to the highest bidder for cash and on behalf of Tenant. Landlord may sell and convey Tenant's Property, or any part thereof, to such bidder, delivering to such bidder all of Tenant's title and interest in such property sold to such bidder. The proceeds of such sale shall be applied by Landlord first toward the costs of such sale and then toward the payment of all sums due from Tenant to Landlord under this Lease. Notwithstanding anything above to the contrary, in connection with Tenant's financing of Tenant's Property, Landlord agrees to subordinate any lien provided in this paragraph to which it may be entitled, and agrees to execute, acknowledge and deliver an instrument substantially in the form of Exhibit "D" attached hereto, or in other form customarily used by the financier of Tenant's Property and reasonably satisfactory to Landlord by which Landlord subordinates its lien rights (and all rights of levy and distress) to the lien rights of such financier. As part of such subordination, Landlord agrees to permit such entity providing such financing to store equipment, fixtures or furnishings at the Premises for a period not to exceed sixty (60) days (or Landlord may remove such equipment, fixtures or furnishings at such financing entity's expense), or to remove such Tenant's Property from the Premises following reasonable notice to Landlord, provided such financing entity restores the Premises including without limitation, the covering and sealing of holes in the roof or outside walls and repairs all damage caused by such removal.

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16. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not have the right, without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to assign or sublet any part or all of the Premises to any party for any purpose. Landlord, without being deemed unreasonable, may withhold its consent to any proposed assignment or subletting where (as determined by Landlord in Landlord's reasonable discretion): (i) the financial capacity of such assignee or subtenant is materially less than that of Tenant, or (ii) such assignee or subtenant does not intend to operate a national or regionally recognized restaurant on the Premises, or (iii) the proposed use violates any applicable governmental codes or regulations, or the terms of any Restriction in force on the Effective Date or subsequently enacted in accordance with Paragraph 8(a) of this Lease, or (iv) in the Landlord's sole and absolute determination, the proposed use is noxious or offensive, or relates to the sale or exhibition of sexually explicit material, or (v) such assignment would result in the downgrade of any bonds issued in connection with a net lease securitization of this Lease. Except as set forth in Paragraph 16(b) below, no assignment or subletting or consent thereto by Landlord shall relieve Tenant of its liability for the continued performance of all terms, covenants and conditions of this Lease, including without limitation the payment of all Rent and other charges thereunder. In the event of the subletting or assignment of this Lease, one-half (1/2) of any profits, in excess of Rent and other sums due hereunder and the reasonable costs of such subletting or assignment, shall be paid to Landlord.

(b) Notwithstanding the foregoing Paragraph 16(a) hereof, Tenant shall have the right to sublet the Premises, and to assign or otherwise transfer its interest in, to and under this Lease, to (i) a Tenant Affiliate, (ii) a franchisee of Tenant, (iii) any surviving entity resulting from a merger or consolidation of Tenant with any other entity, or (iv) any entity which purchases or otherwise acquires all or substantially all of the assets or stock of Tenant, all without Landlord's approval; provided, however that the Premises shall be used only as it was used prior to such transfer event or as otherwise permitted under this Lease. If, in the event of a transfer permitted under subclause (iii) or (iv) above, the party merging, consolidating or purchasing the assets or stock of Tenant (the "Acquiring Entity") concurrently assigns or transfers its interest in this Lease to an operating subsidiary or franchisee, such Acquiring Entity shall execute and deliver to Landlord an unconditional guaranty of Tenant's obligations under this Lease. Further, in the event of a transfer permitted under subclause (iv) above which also satisfies the requirements of Paragraph 16(a)(i) through (v), then upon delivery to Landlord of an assumption agreement signed by the purchaser of such assets, Tenant shall be released from liability for the performance of the terms, covenants and conditions of this Lease.

(c) Prior to any permitted assignment hereunder, Tenant shall deliver to Landlord written notice of such assignment or subletting, together with: (i) a copy of the assignment or subletting documents (including copies of any recorded documents related thereto); (ii) the name, address and telephone number of such assignee or sublet tenant and a designated contact person therefor; (iii) a new insurance policy and binder complying with the terms of this Lease and naming such assignee or sublet tenant as the tenant of the Premises; and (iv) an agreement executed by such assignee or sublet tenant, in recordable form, whereby such assignee or sublet tenant assumes and agrees to discharge all obligations of Tenant under this Lease.

(d) Landlord shall have the right without limitation (subject to paragraph 11 hereof) to sell, convey, transfer or assign its interest in the Premises or its interest in this Lease, and upon such conveyance being completed all covenants and obligations of Landlord under this Lease accruing thereafter shall cease, but such covenants and obligations shall run with the land and shall be binding upon the subsequent landlord or owners of the Premises or of this Lease.

(e) Notwithstanding anything herein to the contrary, Landlord acknowledges that Tenant shall have the right, without Landlord's consent, to grant to a third-party lender a leasehold mortgage encumbering Tenant's interest in this Lease.

17. SUBORDINATION, NON DISTURBANCE, ATTORNMENT, ESTOPPEL CERTIFICATE.

(a) Upon written request of the holder of any mortgage (which term "mortgage" shall also include deeds of trust) now or hereafter relating to the Premises, Tenant shall subordinate this Lease to the lien thereof and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute, acknowledge and deliver an instrument substantially in the form of Exhibit "B" attached hereto or in other reasonable form customarily used by such encumbrance holder and reasonably acceptable to Tenant to effect such subordination; provided, however, as a condition of all such subordinations, the holder of such mortgage shall be first required to agree with Tenant that, notwithstanding the foreclosure or other exercise of rights under any such first or other mortgage, Tenant's possession and occupancy of the Premises and the improvements and its leasehold estate shall not be disturbed or interfered with nor shall Tenant's rights and obligations under this Lease be altered or adversely affected thereby so long as Tenant is not in Default.

(b) Notwithstanding anything in Paragraph 17(a) above to the contrary, in the event the holder of any such mortgage elects to have this Lease be superior to its mortgage, then upon notification to Tenant to that effect by such encumbrance holder, this Lease shall be deemed prior to the lien of said mortgage, whether this Lease is dated prior or subsequent to the date of said mortgage, and Tenant shall execute, acknowledge and deliver an instrument, in the form customarily used by such encumbrance holder to effect such priority.

(c) In the event proceedings are brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage made by Landlord encumbering the Premises, or in the event of delivery of a deed in lieu of foreclosure under such a mortgage, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as "Landlord" under this Lease, and upon the request of the purchaser, Tenant shall execute, acknowledge and deliver an instrument, in form and substance satisfactory to such purchaser and reasonably acceptable to Tenant, evidencing such attornment.

(d) Each party agrees, within seven (7) days after written request by the other, to execute, acknowledge and deliver to and in favor of any proposed mortgagee or purchaser of the Premises, an estoppel certificate, substantially in the form of Exhibit "C" attached hereto, stating, among other things (i) whether this Lease is in full force and effect, (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment, (iii) the date to which Rent and other charges have been paid, and (iv) whether the

party furnishing such certificate knows of any default on the part of the other party under this Lease, or has any claim against such party and, if so, specifying the nature of such default or claim.

(e) Upon written demand by the holder of any mortgage encumbering the Premises, Tenant shall forthwith execute, acknowledge and deliver an agreement in favor of and in the form customarily used by such encumbrance holder and reasonably acceptable to Tenant, by the terms of which Tenant shall agree to give prompt written notice to such encumbrance holder in the event of any casualty damage to the Premises or in the event of any default on the part of Landlord under this Lease, and shall agree to allow such encumbrance holder thirty (30) additional days after notice to cure or cause the curing of such default before exercising Tenant's rights under this Lease, or terminating or declaring a default under this Lease.

18. USE OF PREMISES

The use of the Premises shall be limited to the operation of a Sweet Tomatoes Restaurant or other restaurant concept operated by Tenant, or such other use as may be approved by Landlord, in writing and in advance, in Landlord's sole discretion; provided that if Tenant requests a change of use in connection with an assignment of this Lease or subletting of the Premises, Landlord's right to withhold, condition or delay approval of such proposed assignment or subletting (and change of use) shall be governed by the terms of Paragraph 16. Landlord shall not be required to approve any use which Landlord deems to be "noxious or offensive", which shall be defined for all purposes of this Lease to mean an off-track betting business, massage parlor, blood bank, or adult or adult video rental store (which are defined as stores in which thirty percent (30%) or more of the inventory is not available for sale to children under eighteen (18) years old); or a business, the primary or exclusive operation of which consists of a dance hall, bar serving alcoholic beverages (and deriving 50% or more of its total revenue from the sale of alcoholic beverages), billiard or pool hall, bingo parlor, video game arcade or night club.

19. NOTICES

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered by a nationally recognized overnight courier or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Landlord: **CNL NET LEASE FUNDING 2003, LLC**
450 South Orange Avenue
Orlando, FL 32801-3336
Attention: Property Management
Fax: (407) 422-2933

with copy to: **DALE A. BURKET, ESQUIRE**
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802
Fax: (407) 843-4444

If to Tenant: **GARDEN FRESH RESTAURANT CORP.**
15822 Bernardo Center Drive
Suite A
San Diego, California 92127
Fax: (858) 675-1617
Attention: Legal Department

with copy to: **STEVEN D. RUBIN, ESQUIRE**
Weil, Gotshal & Manges LLP
700 Louisiana, Suite 1600
Houston, Texas 77002
Fax: (713) 224-9511

Any party may change its address for notices by written notice in like manner as provided in this paragraph and such change of address shall be effective seven (7) days after the date notice of such change of address is given. Notice for purposes of this Lease shall be deemed given when it shall have been received or refused from the U.S. certified or registered mail, or with a nationally recognized overnight courier, by the party who is giving such notice with sufficient postage prepaid.

With respect to any such notice, Tenant shall, and Landlord shall use its best efforts to simultaneously deliver a copy of such notice by facsimile at the appropriate facsimile number above to the other party; provided however, that certified mail or overnight courier delivery shall nevertheless be required to effect proper notice hereunder.

20. INDEMNIFICATION

Tenant does hereby indemnify and exonerate and agrees to hold harmless Landlord against and from all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' fees, attorneys' fees, paralegal fees, and legal costs and expenses incurred by Landlord, whether or not judicial proceedings are filed, and including on appeal and in any bankruptcy proceedings, which may be imposed upon or asserted against or incurred by Landlord by reason of any of the following occurring:

(a) any work or thing done in respect of construction of, in or to the Premises or any part of the improvements now or hereafter constructed on the Premises;

(b) any use, possession, occupation, operation, maintenance or management of the Premises or any part hereof;

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(c) any failure to, or to properly, use, possess, occupy, operate, maintain or manage the Premises or any part thereof;

(d) the condition, including environmental conditions, of the Premises or any part thereof, including, without limitation, the payment of any deductible required under any insurance policy providing coverage for liability arising out of any aforementioned environmental conditions;

(e) any negligence on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees;

(f) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof including any sidewalk adjacent thereto;

(g) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

Notwithstanding the foregoing, Tenant's indemnity obligations shall not extend to any liabilities to the extent arising from the negligence, willful misconduct or breach of this Lease by Landlord or its officers, agents, contractors and employees, or to any liabilities which relate solely to the period of time after Tenant or an assignee or sublessee of Tenant no longer has possession or control of the Premises (the "Landlord Possession Date"). Tenant shall remain liable to Landlord for any indemnity obligations arising out of (a) any obligation or liability of Tenant under the Lease which was to be performed or which became due prior to the Landlord Possession Date, and (b) any obligation or liability of Tenant under the Lease arising after the Landlord Possession Date relating to acts or omissions occurring prior to the Landlord Possession Date.

21. COOPERATION

(a) Landlord shall fully cooperate with Tenant throughout the term of this Lease to secure or maintain proper zoning, building and other permits and compliance with all applicable laws. Landlord shall execute any petitions, requests, applications and the like as Tenant shall reasonably request in order to obtain any permit, license, variances and approvals which, in the reasonable judgment of Tenant, are necessary for the lawful construction and/or operation of Tenant's business on the Premises, provided, however, that Tenant shall indemnify and save Landlord harmless from any and all expenses, costs, charges, liabilities, losses, obligations, damages and claims of any type which may be imposed upon, asserted against or incurred by Landlord by reason of same.

(b) In the event that Tenant elects to purchase the Premises pursuant to the terms and conditions of Paragraph 11 hereof, Landlord shall have the right, in Landlord's sole discretion, to enter into an exchange agreement with a qualified intermediary in order to effectuate a like-kind exchange of the Premises for one or more other properties. Landlord and Tenant agree that Tenant, at no cost to Tenant, shall reasonably cooperate with Landlord in effecting a like-kind exchange of the Premises by Landlord pursuant to and in accordance with the provisions of

Section 1031 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder; provided, however, that Landlord shall indemnify and save Tenant harmless from any and all expenses, costs, charges, liabilities, losses, obligations, damages and claims of any type which may be imposed upon, asserted against or incurred by Tenant by reason of same.

22. EXCULPATION

Landlord shall not be liable to Tenant, Tenant's employees, agents, invitees, licensees or any other person whomsoever for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Tenant, its agents, servants or employees or of any other person entering the building under expressed or implied invitation by Tenant or due to any other cause whatsoever, unless caused by the negligence, willful misconduct or breach of this Lease by Landlord or its officers, agents, contractors and employees.

23. LANDLORD'S LIABILITIES

The term "Landlord" as used in this Lease means the owner from time to time of the Premises. Neither Landlord nor any partner, shareholder or beneficiary thereof shall have any personal liability with respect to any of the provisions of this Lease, and if Landlord is in default with respect to its obligations hereunder, Tenant shall look solely to the equity of Landlord in the Premises. If Tenant recovers a final, non-appealable money judgment against Landlord for Landlord's default of its obligations hereunder or otherwise, such judgment shall be satisfied from (i) the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Premises, (ii) a credit against future rent and other charges as they become payable under this Lease, or (iii) the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title or interest in the Premises or any portion thereof; provided further, that in the event of Landlord's failure to perform any covenant or obligation of Landlord under either Paragraph 4(h) or Paragraph 6(b) of this Lease, following damage to or destruction of or a taking of all or any part of the Premises, any final, non-appealable judgment recovered by Tenant as a consequence thereof may also be satisfied out of the insurance proceeds or condemnation award, as the case may be, paid or payable to Landlord as a result of such damage, destruction or taking.

24. SUCCESSORS

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

25. ENTIRE AGREEMENT/MEMORANDUM OF LEASE

This Lease contains the entire agreement between the parties hereto related to the subject matter hereof and may not be modified in any manner other than in writing signed by the parties hereto or their successors in interest. A memorandum of this Lease shall be executed by the parties and shall be recorded in the official records of the county where the Premises are located.

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26. GENDER

Whenever the context hereof permits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

27. BROKERAGE FEES

It is understood and agreed that neither party has incurred any real estate brokerage fees or commissions arising out of this Lease and each party agrees to hold the other harmless from and against all such fees and commissions incurred, and costs related thereto including legal fees, as a result of its own conduct or alleged conduct.

28. CAPTIONS

The captions of this Lease are for convenience only, and do not in any way define, limit, disclose, or amplify terms or provisions of this Lease or the scope or intent thereof.

29. NOT A SECURITY ARRANGEMENT

The parties hereto agree and acknowledge that this transaction is not intended as a security arrangement or financing secured by real property, but shall be construed for all purposes as a true lease.

30. NET LEASE

It is the intention of the parties hereto that this Lease is and shall be treated as a triple net lease. Any present or future law to the contrary notwithstanding, except as expressly set forth in this Lease, this Lease shall not terminate, nor shall Tenant be entitled to any abatement, suspension, deferment, reduction, setoff, counterclaim, or defense with respect to Rent, nor shall the obligations of Tenant hereunder be affected by reason of: any damage to or destruction of the Premises or any part thereof; any taking of any Premises or any part thereof or interest therein by condemnation or otherwise; any prohibition, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any person or for any other reason; any title defect or encumbrance or any matter affecting title to the Premises or any part thereof; any eviction by paramount title or otherwise; any default by Landlord hereunder; any proceeding relating to Landlord; the impossibility or illegality of performance by Landlord, Tenant or both; any action of governmental authority; any breach of warranty or misrepresentation; any defect in the condition, quality or fitness for use of the Premises or any part thereof; or any other cause whether similar or dissimilar to the foregoing and whether or not Tenant shall have notice or knowledge of any of the foregoing. The parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated in accordance with an express provision of this Lease.

31. WAIVER

No waiver by Landlord of any provision hereof shall be deemed a wavier of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act as required hereunder shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any such subsequent act by Tenant. The acceptance of Rent hereunder by Landlord, unless Landlord otherwise agrees in writing, shall not be a waiver of any preceding Default by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

32. TIME OF THE ESSENCE

Landlord and Tenant agree that time shall be of the essence of all terms and provisions of this Lease.

33. GOVERNING LAW

This Lease shall be construed in accordance with the laws of the state in which the Premises are located.

34. LEASE SECURITIZATION.

(a) Landlord reserves the right to assign, transfer, participate, pledge, hypothecate or encumber, or any combination thereof, all or any part of Landlord's interest in this Lease or any of the collateral and documents described herein or related hereto without Tenant's consent (but subject to the requirements of Paragraph 17). Without limiting the generality of the foregoing, Tenant acknowledges that this Lease may be securitized, and Tenant agrees to cooperate in good faith with Landlord's reasonable requests relating to the securitization program process and requirements, and agrees and acknowledges that all information relating to Tenant and this Lease may be made available by Landlord to the other participants in the lease securitization, and Tenant agrees to assist Landlord in completing any documents necessary to accomplish any such transfer and/or securitization transaction. Tenant hereby authorizes Landlord to provide any information in Landlord's possession regarding Tenant in all reports required as part of a lease securitization program or by any governmental body that regulates Landlord.

35. SEVERABILITY

If any provision of this Lease becomes unenforceable for any reason, such unenforceability shall not limit or impair the operation or validity of any other provision of this Lease.

36. JURISDICTION, VENUE, AND GOVERNING LAW

If any party to this Lease institutes any lawsuit or other action or proceeding against the other party and pertaining to this Lease, any right or obligation of any party hereunder, breach of this Lease or otherwise pertaining to the Premises, the sole and exclusive venue and jurisdiction for filing and maintaining any such lawsuit or other action or proceeding shall be in the

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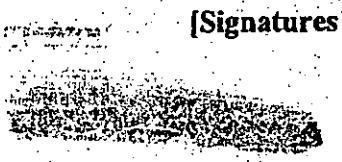
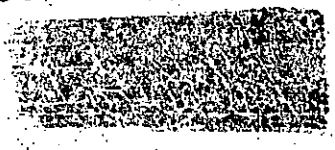
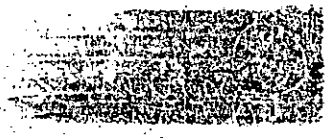
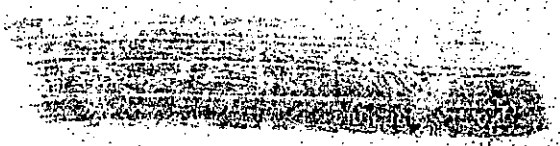
jurisdiction where the Premises is located, and the parties to this Lease waive the right to institute or maintain any such suit, action or proceeding in any other courts or forums whatsoever. Each party by executing this Lease consents and submits itself to the personal jurisdiction of such court. This Lease shall be construed and governed in accordance with the laws of the state where the Premises is located without regard to conflict of law principles.

[Signatures on Next Page]









IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease Agreement to be effective as of the day and date first above written.

"LANDLORD"

Signed, Sealed and Delivered
in the presence of:

[redacted]

Name: [redacted]

[redacted]

Name: [redacted]

CNL NET LEASE FUNDING 2003, LLC, a Delaware limited liability company

By: [redacted]
Name: John L. Farren
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 4th day of March, 2004, by John L. Farren, as Manager of CNL NET LEASE FUNDING 2003, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me and did not take an oath.

[redacted]

William L Snow, II
MY COMMISSION # DD111733 EXPIRES
April 25, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Printed Name
Notary Public, State of Florida
Commission Number:
My Commission Expires:

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"TENANT"

Signed, sealed and Delivered
in the presence of:

Name: Aura Harrold

Name: [redacted]

GARDEN FRESH RESTAURANT CORP.,
a Delaware corporation

By: [redacted]
Michael P. Mack, Chief Financial Officer

(CORPORATE SEAL)

GARDEN FRESH RESTAURANT CORP. INCORPORATED JULY 31, 1997 DELAWARE

STATE OF CALIFORNIA
COUNTY OF San Diego

On this 3rd day of March 2004, before me [redacted] a Notary Public of said State, personally appeared [redacted] Executive Officer of **GARDEN FRESH RESTAURANT CORP.**, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

DAWN DE CREMER
COMM. #1328533
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMMISSION EXPIRES
NOVEMBER 5, 2005

(NOTARY SEAL)

[redacted]
Printed Name: Dawn DeCremer
Notary Commission No. 1328533
My Commission Expires: 11-5-2005

EXHIBITS ATTACHED

Exhibit "A" - Legal Description
Exhibit "B" - Subordination, Non-Disturbance and Attornment Agreement
Exhibit "C" - Estoppel Certificate
Exhibit "D" - Subordination of Landlord's Lien
Exhibit "E" - Other Leases

EXHIBIT "A"

(Legal Description)

7565 West Bell Road, Peoria, Maricopa County, Arizona 85382

Lot 3, Arrowhead Crossing II, according to Book 416 of Maps, Page 6, records of Maricopa County, Arizona.

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EXHIBIT "B"

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 200__, by and between _____, a _____, whose address is _____ (hereinafter referred to as the "Lender"), _____, a _____, whose address is _____ (hereinafter referred to as the "Tenant"), and _____, a _____, whose address is _____ (hereinafter referred to as the "Landlord");

WITNESSETH:

WHEREAS, Lender is the holder of a mortgage loan (hereinafter referred to as the "Loan") to Landlord, which Loan is secured by, inter alia, a [[Commercial Mortgage/Deed of Trust]] and Security Agreement executed by Landlord to and in favor of Lender (hereinafter referred to as the "Mortgage"), encumbering the Landlord's property located at _____, in _____ County, _____ (hereinafter referred to as the "Mortgaged Premises"); and

WHEREAS, Landlord has leased all or some portion of the Mortgaged Premises (hereinafter referred to as the "Premises") to Tenant by Lease dated _____, 20__, as amended by _____ dated _____, 20__ (hereinafter collectively referred to as the "Lease"); and

WHEREAS, Lender, in connection with the Loan, requires that the Lease and all of the rights of Tenant thereunder be subordinated to the Mortgage and all of the rights of Lender thereunder; and

WHEREAS, Tenant desires to receive certain assurances that its possession of the Premises will not be disturbed in such event, and Lender is willing to grant certain assurances upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, hereby agree as follows:

1. The Lease and all of the rights of Tenant thereunder shall be and are hereby declared to be and at all times hereafter shall be and remain subject and subordinate in all respects to the Mortgage and all of the rights of Lender thereunder. Notwithstanding such subordination, Lender hereby agrees that the Lease shall not terminate in the event of a foreclosure of the Mortgage. Tenant agrees to attorn to and to recognize Lender (as mortgagee in possession or otherwise), or the purchaser at such foreclosure sale, as Tenant's landlord for the balance of the term of the Lease, in accordance with the terms and provisions thereof, but

subject, nevertheless, to the provisions of this Agreement, which Agreement shall be controlling in the event of any conflict.

2. Lender hereby agrees with Tenant that, so long as Tenant and/or its permitted successors and assigns comply with all of the terms, provisions, agreements, covenants and obligations set forth in the Lease (subject to the grace, notice and cure provisions therein contained), Tenant's possession of the Premises under the Lease shall not be disturbed or interfered with by Lender.

3. Tenant hereby agrees that Lender, or any purchaser at a foreclosure sale, shall not be (a) liable for any act or omission of a prior landlord under the Lease, (b) subject to any offsets or defenses which Tenant may have at any time hereafter against a prior landlord, (c) bound by any rent which Tenant may have paid to a prior landlord for more than the current month, unless Lender shall have consented in writing to such prepayment, (d) bound by any amendment or modification of the Lease made without Lender's prior written consent, and (e) bound by any right of first refusal or right of first offer set forth in the Lease.

4. Tenant hereby agrees that any entity or person which at any time hereafter becomes the landlord under the Lease, including, without limitation, Lender or the purchaser at a foreclosure sale, shall be liable only for the performance of the obligations of the landlord under the Lease which arise or accrue during the period of such entity's or person's ownership of the Premises.

5. Tenant hereby acknowledges that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the Loan. If Lender notifies Tenant of the occurrence of a default under the Loan and demands that Tenant pay rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall be entitled to rely on such notice, shall be under no duty of inquiry in connection therewith and shall pay Rent (as defined in the Lease) and all other sums due under the Lease directly to Lender or as otherwise directed in writing by Lender without the need on the part of Lender to document or otherwise establish any such default. Landlord hereby irrevocably authorizes and directs Tenant to make the foregoing payments to Lender upon Tenant's receipt of a written request therefor from Lender without the need to inquire of Landlord as to the validity of such notice or any contrary notice or direction from Landlord.

6. Provided that no Event of Default (as defined in the Lease) has occurred and is continuing, Lender shall, to the extent Lender has received any of the following, make available to Landlord (i) any insurance proceeds which Landlord is required to make available to Tenant pursuant to Section 4 of the Lease, and (ii) any award (as defined in the Lease) to be used by Tenant to make condemnation repairs which Landlord is required to make available to Tenant pursuant to Section 6 of the Lease.

7. Tenant hereby agrees that, thirty (30) days before exercising any of its rights and remedies under the Lease in the event of any default by Landlord thereunder, it shall send written notice to Lender of the occurrence of any default by Landlord in the terms and provisions of the Lease and describe with reasonable specificity the events constituting such default. Tenant further agrees that with respect to any default of Landlord which would entitle Tenant to cancel

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the Lease or offset or abate the rent payable thereunder, any provision of the Lease to the contrary notwithstanding, no such cancellation or offset or abatement of rent shall be effective unless Lender shall have received notice as provided herein, and shall have failed within thirty (30) days of the date of receipt of such notice to cure or cause to be cured such default, or if such default cannot be cured within such thirty (30) day period, shall have failed to commence and diligently prosecute the cure of, such default to completion within one hundred eighty (180) days of the date of delivery of such notice.

8. This Agreement shall supersede, as between the parties hereto, all of the terms and provisions of the Lease which are inconsistent herewith.

9. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto, or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

10. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered by a nationally recognized overnight courier or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Landlord: _____

_____

_____

_____

with copy to: _____

_____

_____

_____

If to Tenant: _____

_____

_____

_____

with copy to: _____

_____

_____

_____

If to Lender: _____

_____

_____

_____

with a copy to: _____

_____

Any party may change its address for notices by written notice in like manner as provided in this paragraph and such change of address shall be effective seven (7) days after the date notice of such change of address is given. Notice for purposes of this Lease shall be deemed given when it shall have been received or refused from the U.S. certified or registered mail, or with a nationally recognized overnight courier, by the party who is giving such notice with sufficient postage prepaid.

With respect to any such notice, the parties shall use their best efforts to simultaneously deliver a copy of such notice by facsimile at the appropriate facsimile number above to the other party or parties; provided however, that certified mail or overnight courier delivery shall nevertheless be required to effect proper notice hereunder.

11. This Agreement shall be construed in accordance with the laws of the State of _____.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one Agreement.

SIGNATURE PAGES TO FOLLOW

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The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LENDER:

_____

_____

By:_____
Name:_____
Title:_____

TENANT:

_____

_____

By:_____
Name:_____
Title:_____

LANDLORD:

_____

_____

By:_____
Name:_____
Title:_____

EXHIBIT "C"

ESTOPPEL CERTIFICATE

The undersigned with respect to the premises at _____ as more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Premises"), certifies and affirms the following to _____ [[("Tenant")]] [[("Landlord")]] and to _____ [[("Mortgagee")]] [[("Purchaser")]]:

1. Tenant leases the Premises from Landlord under that certain Lease dated _____, attached hereto and made a part hereof by this reference (the "Lease").

2. Rental under this Lease has been paid through _____, 20__. No rent has been paid more than thirty (30) days in advance, except as described in the preceding sentence. The monthly base rental amount is $_____.

3. The term of the Lease is _____ through _____, a period of _____ years. Tenant has _____ options to extend the Lease for _____ years each, for a total term including all options through _____ as set forth in the Lease.

4. Landlord holds $_____ as security deposit pursuant to the Lease and any amendments thereof.

5. Tenant, to the best of the undersigned's knowledge and belief without any independent investigation, is not in default under any term of the Lease.

6. Landlord, to the best of the undersigned's knowledge and belief without any independent investigation, is not in default under any terms of the Lease.

7. The Lease is in full force and effect and there have been no modifications or amendments unless attached hereto.

This Certificate may be relied upon by [[Purchaser]] [[Mortgagee]], who intends to [[purchase the Premises] [and the Lease from Landlord], and by any mortgage lender of such person]] [[provide secured [lease] [loan] financing to [Landlord] [Tenant]].

Dated this _____ day of _____, 200____
[[Landlord]] [[Tenant]]: _____
By: _____
Title: _____

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EXHIBIT "D"

SUBORDINATION OF LANDLORD'S LIEN

Lender:

[[Name and Address of Lender]]

Premises:

[[Concept/Site #/Address]], the legal description of which is attached to this Subordination of Landlord's Lien as Exhibit "A"

Landlord:

[[Name and Address of Landlord]]

Tenant:

[[Name and Address of Tenant]]

1. Subordination of Landlord's Lien as to Personal Property: Landlord hereby subordinates, as to the lien related to Lender's security interest only, any lien, right or claim it may now or hereafter possess relative to certain goods and equipment (hereinafter referred to as "Collateral", a description of which is attached as Exhibit "B"), now or to be installed on or deposited at the above described Premises, provided that:

(a) The Collateral shall remain personal property and not be deemed a fixture whether or not it becomes attached to any real property.

(b) The Collateral may be recovered or repossessed at any time by Lender and Landlord will not interfere therewith, regardless of the manner or degree of the attachment of the Collateral to the Premises, provided Lender provides Landlord with twenty-four (24) hours prior written notice of its intent to remove the Collateral. In the event that such removal creates any type of holes or openings in the roof or exterior of the building, Lender will immediately repair, close, secure, and seal such holes or openings in such a manner that (a) leaves the building in a secure condition and (b) prevents the intrusion of weather, vermin or other damaging elements into the building and Lender shall be liable for any and all damage caused to the building by its failure to repair, close, secure, and seal any such holes or openings. Further, Lender shall be responsible for restoring and repairing to Landlord's reasonable satisfaction any and all damages to the Premises caused by the removal, recovery or repossession of the Collateral, all of which shall be completed within seven (7) days from such removal, recovery or repossession. If such Collateral is not removed within thirty (30) days after Landlord serves Lender written notice of termination of the Lease, then such Collateral shall be deemed abandoned.

(c) Lender may enter upon the Premises at any reasonable time in order to inspect the Collateral; provided, however, Lender shall make arrangements with Tenant prior to such inspection. If the Premises have been vacated, such arrangements shall be coordinated with Landlord.

2. Notice to Landlord: In the event Tenant shall fail, refuse or neglect to perform, observe or comply with any term, condition, covenant, agreement or obligation contained in any agreement entered into by and between Lender and Tenant in conjunction with the Collateral in favor of Lender as to Tenant's interest in the Collateral, Lender shall provide Landlord with written notice of the same and Landlord may, at its option and sole discretion, enter upon the Premises, and/or do whatever may be deemed necessary by Landlord to cure such failure by Tenant. Further, Lender shall provide Landlord with written notice of Tenant's satisfaction of its obligations to Lender related to the Collateral, within thirty (30) days of such satisfaction.

3. Notice: All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered by a nationally recognized overnight courier or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Landlord: _____

with copy to: _____

If to Tenant: _____

with copy to: _____

If to Lender: _____

with a copy to: _____

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Any party may change its address for notices by written notice in like manner as provided in this paragraph and such change of address shall be effective seven (7) days after the date notice of such change of address is given. Notice for purposes of this Lease shall be deemed given when it shall have been received or refused from the U.S. certified or registered mail, or with a nationally recognized overnight courier, by the party who is giving such notice with sufficient postage prepaid.

With respect to any such notice, the parties shall use their best efforts to simultaneously deliver a copy of such notice by facsimile at the appropriate facsimile number above to the other party or parties; provided however, that certified mail or overnight courier delivery shall nevertheless be required to effect proper notice hereunder.

4. This Subordination of Landlord's Lien shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

5. This Subordination of Landlord's Lien is made and entered into under, and shall be construed according to, the laws of the State of Florida, and the exclusive jurisdiction for any action arising hereunder shall be the State in which the Premises are located.

6. This Subordination of Landlord's Lien may not be amended except by a written instrument signed by the parties hereto.

7. This Subordination of Landlord's Lien shall not impair, modify or otherwise affect the terms of the Lease, including, without limitation, Tenant's obligations to pay rent and any other sums payable by Tenant pursuant to the terms of the Lease.

(Signatures on Following Pages)

"LANDLORD"

Signed, Sealed and Delivered
in the Presence of:

_____

Name:_____

_____

Name:_____

_____

By:_____

Name:_____

As Its:_____

(INSERT APPROPRIATE NOTARY BLOCK)

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"LENDER"

Signed, Sealed and Delivered
in the Presence of:

_____

Name:_____

_____

Name:_____

_____

By:_____

Name:_____

As Its:_____

"TENANT"

Signed, Sealed and Delivered
in the Presence of:

_____

Name:_____

_____

Name:_____

_____

By:_____
Name:_____
As Its:_____

(INSERT APPROPRIATE NOTARY BLOCK)

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EXHIBIT "A"

Legal Description of the Premises

(attach copy of legal description)

EXHIBIT "B"

The Collateral means the following owned by Tenant, or in which Tenant has an interest (but only to the extent of such interest): all furniture, trade fixtures, building lettering, signs, sign posts, sign standards, food and customer service equipment (whether unattached or attached to the improvements by bolts and screws and/or by utility connections including, without limitation, walk-in refrigerators and freezers, remote refrigeration systems and exhaust systems and hoods and water heaters), equipment and other items of personal property now owned, acquired, held or used by Tenant in its operation of a Sweet Tomatoes or Souplantation restaurant and all additions to, substitutions for and replacements of the foregoing, but does not mean and specifically excludes (except as specifically set forth above) all lighting, electrical, heating, air cooling and air conditioning apparatus, gas, electric and power equipment, pipes, pumps, tanks, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, and communications apparatus, drapes, attached floor coverings, including carpeting, storm doors and windows, toilets and sinks, ducts and compressors, and related machinery and equipment including but not limited to compressors, regardless of whether any of the foregoing are affixed or attached to the Premises.

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EXHIBIT "E"

OTHER LEASES

Concept	Site #	City/State/County
Sweet Tomatoes	43-Arrowhead	Peoria, Arizona
Sweet Tomatoes	49	Fort Myers, Florida
Sweet Tomatoes	21	Palm Harbor, Florida
Sweet Tomatoes	45	Sarasota, Florida
Sweet Tomatoes	38-Brandon	Tampa, Florida
Sweet Tomatoes	30-Carrollwood	Tampa, Florida
Sweet Tomatoes	37	Tampa, Florida
Sweet Tomatoes	58-Barrett	Kennesaw, Georgia
Sweet Tomatoes	46-Albuq-#1	Albuquerque, New Mexico
Sweet Tomatoes	47-Albuq-#2	Albuquerque, New Mexico

(43) Arrowhead

Sweet Tomatoes 43-Arrowhead/Peoria, Maricopa County, Arizona

RENT ADDENDUM
to
LEASE AGREEMENT

THIS RENT ADDENDUM dated March 10, 2004, by and between **CNL NET LEASE FUNDING 2003, LLC**, a Delaware limited liability company, as "Landlord", and **GARDEN FRESH RESTAURANT CORP.**, a Delaware corporation, as "Tenant", for Sweet Tomatoes 43-Arrowhead, Peoria, Maricopa County, Arizona, is attached to and made a part of that certain Lease Agreement by and between Landlord and Tenant of even date herewith (the "Lease"). Notwithstanding any other provision to the contrary which may be contained in said Lease, it is specifically agreed by and between Landlord and Tenant as follows:

1. **Definitions.** Capitalized terms used in this Rent Addendum shall, unless otherwise defined, have the meaning ascribed to them in the Lease.

2. **Commencement of Rent.** On the date hereof, Landlord has simultaneously entered into the Lease with Tenant pursuant to which Tenant has agreed to lease from Landlord the Premises and all improvements now or hereafter constructed thereon. Payment of Annual Rent shall commence as of the Annual Rent Commencement Date.

3. **Annual Rent.**

(a) Beginning on the Annual Rent Commencement Date, Tenant covenants and agrees to pay to Landlord annual rent ("Annual Rent") according to the following schedule:

Lease Year	Annual Rent	Monthly Installment
1	$219,408.20	$18,284.02
2	$230,956.00	$19,246.33
3	$242,503.80	$20,208.65
4	$254,051.60	$21,170.97
5	$265,599.40	$22,133.28

All payments of Annual Rent shall be paid in equal monthly installments paid monthly in advance, on the first (1st) business day of each month.

(b) Increases in Annual Rent. Commencing at the end of the fifth (5th) Lease Year after the Annual Rent Commencement Date, and on each one (1) year anniversary of such date thereafter during the term of this Lease (and any extension thereof), Annual Rent shall be increased by an amount equal to the previous year's Annual Rent multiplied by one and one quarter percent (1.25%).

(c) Partial Months. If the date on which Annual Rent shall be first due and payable shall fall on a day other than the first day of a calendar month, then Annual Rent for the

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partial rental month shall be prorated on a per diem basis on the first Annual Rent payment and shall be paid by Tenant to Landlord for such month.

(d) Annual Rent Adjustment in the Event of Certain Sales of Premises. Notwithstanding the foregoing, in the event the Landlord shall sell the Premises and assign this Lease to an unrelated third party at any time during the first four (4) Lease Years, the Annual Rent payable from and after the date of such sale and assignment through the end of the fifth Lease Year shall be adjusted to the Annual Rent shown in subparagraph (a) above for the fifth (5th) Lease Year, effective as of the day of closing of said sale and assignment. To compensate Tenant for such increase and as a condition to such increase, Landlord shall pay to Tenant upon transfer of the Premises and assignment of the Lease a lump sum payment equal to the difference between (i) the total of all Annual Rent payments outlined in subparagraph (a) above, which would have otherwise (but for such sale and assignment by Landlord) been due and payable by Tenant hereunder for the period beginning on the day of such closing through the end of the fourth (4th) Lease Year, and (ii) the total of all Annual Rent payments as adjusted pursuant to this paragraph (d) for the period beginning on the day of such closing through the end of the fourth (4th) Lease Year. Landlord shall not be required to adjust Annual Rent as provided in this paragraph in the event of any such sale that closes after the fourth (4th) Lease Year. For purposes of this paragraph, the term "unrelated third party" shall not include any CNL Affiliate or any transferee in connection with the securitization of the Lease by the Landlord.

4. **Percentage Rent.**

[INTENTIONALLY DELETED]

5. **Sales/Use Tax.** Tenant shall also pay to Landlord any sales and use tax imposed on any Rent payable hereunder from time to time by state law or any other governmental entity, which sums are due monthly as to monthly Rent payments on the due date of the Rent payment under this Lease.

6. **Reporting.** Tenant shall, during the term of this Lease and any extensions thereto: (i) keep books and records reflecting its financial condition including, but not limited to, the operation of the Premises in accordance with generally accepted accounting principles consistently applied; (ii) furnish to Landlord within forty-five (45) days after the end of each fiscal quarter of Tenant an unaudited financial statement (including a balance sheet, income and expense statement, statement of cash flows, and debt and lease schedules of Tenant) of Tenant and a statement of income and expenses of the Premises; (iii) furnish to Landlord, fiscal year-end audited current signed financial statements of Tenant (including an annual balance sheet, a profit/loss statement, statement of cash flows and footnotes) within one hundred twenty (120) days after the end of each fiscal year. Landlord shall have the right, from time to time during normal business hours, to examine such books, records and accounts at the offices of Tenant or other entity as is maintaining such books, records and accounts, and to make such copies or extracts thereof as Landlord shall desire. Further, in the event Landlord seeks to securitize or otherwise transfer the Lease, then (upon Landlord's request), Tenant agrees to cooperate with Landlord in providing such information as would be reasonably required for the transaction, including but not limited to income and expense statements for the Premises. Landlord shall maintain confidentiality and not disclose such information to third parties except (x) as may be

required, in Landlord's reasonable judgment, for the exercise of Landlord's rights under this Lease, or as may be required by law; (y) for disclosure in confidence to prospective lenders or purchasers; or (z) for purposes of a net lease securitization.

7. Late Charges. In the event any installment of Rent is not received by Landlord within ten (10) days after Tenant's receipt of written notice from Landlord that such installment has not been received on or before its respective due date, there shall be an automatic late charge due to Landlord from Tenant in the amount of five percent (5%) of such delinquent installment of Rent. All such late charges due hereunder shall be deemed additional rent, and are not penalties but rather are charges attributable to administrative and collection costs arising out of such delinquency. In addition to such late charge, in the event Landlord does not receive Rent when due hereunder, interest at the Default Rate shall be due and payable with respect to such payment from the expiration of any applicable grace period until Landlord receives such Rent.

8. Payments of Rents. For so long as CNL NET LEASE FUNDING 2003, LLC or a CNL Affiliate is Landlord under this Lease, all Rent payments shall be made by electronic funds transfer to Landlord to the account and in accordance with the procedures designated by Landlord, or in such other manner as Landlord or its successors or assigns, respectively, may from time to time designate in writing.

9. No Abatement. Unless otherwise stated in the Lease, no abatement, offset, diminution or reduction of (a) Rent, charges or other compensation, or (b) Tenant's other obligations under this Lease shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever.

Initialed for Identification:

By Landlord _____ By Tenant _____

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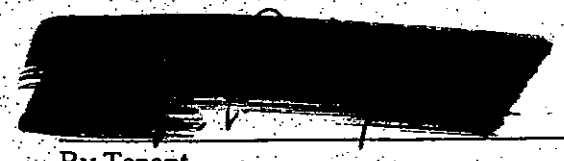
required, in Landlord's reasonable judgment, for the exercise of Landlord's rights under this Lease, or as may be required by law; (y) for disclosure in confidence to prospective lenders or purchasers; or (z) for purposes of a net lease securitization.

7. **Late Charges.** In the event any installment of Rent is not received by Landlord within ten (10) days after Tenant's receipt of written notice from Landlord that such installment has not been received on or before its respective due date, there shall be an automatic late charge due to Landlord from Tenant in the amount of five percent (5%) of such delinquent installment of Rent. All such late charges due hereunder shall be deemed additional rent, and are not penalties but rather are charges attributable to administrative and collection costs arising out of such delinquency. In addition to such late charge, in the event Landlord does not receive Rent when due hereunder, interest at the Default Rate shall be due and payable with respect to such payment from the expiration of any applicable grace period until Landlord receives such Rent.

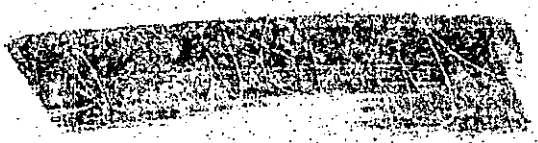
8. **Payments of Rents.** For so long as **CNL NET LEASE FUNDING 2003, LLC** or a CNL Affiliate is Landlord under this Lease, all Rent payments shall be made by electronic funds transfer to Landlord to the account and in accordance with the procedures designated by Landlord, or in such other manner as Landlord or its successors or assigns, respectively, may from time to time designate in writing.

9. **No Abatement.** Unless otherwise stated in the Lease, no abatement, offset, diminution or reduction of (a) Rent, charges or other compensation, or (b) Tenant's other obligations under this Lease shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever.

Initialed for Identification:



By Landlord By Tenant



SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☑ NO If yes, attach explanation.

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8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☑ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☑ NO If yes, give license number and licensee's name:

License # N/A (exactly as it appears on license) Name N/A

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☑ NO
If yes, give the name of licensee, Agent or a company name:

N/A and license #: N/A
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☑ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and [redacted] Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[redacted] applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site i[redacted]azliquor.gov and click on the "Information" tab.

[redacted] applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

☑ Entrances/Exits ☑ Liquor storage areas Patio: ☐ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☑ NO
If yes, what is your estimated opening date? N/A
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawi[redacted]

[redacted] applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

See attached

'12 AUG 20 Liqr. Dept AM 9:40

SECTION 16 Signature Block

I, Natalie Burtlahr, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [redacted]
(applicant listed in Section 4, Question 1)

See attached

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ of _____, _____
Day Month Year

My commission expires on : _____
Day Month Year

_____
signature of NOTARY PUBLIC

'12 AUG 20 Liq. Dept AM 9:40

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 8-14-12 (Date) before me, Kathleen E Salerno (Here Insert Name and Title of the Officer)

personally appeared Natalie Burt Lohr (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [redacted] (Signature of Notary)

KATHLEEN E. SALERNO
Commission # 1867404
Notary Public - California
San Diego County
My Comm. Expires Nov 4, 2013

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Liquor License Application in AZ

Document Date: _____ Number of Pages: 8

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☒ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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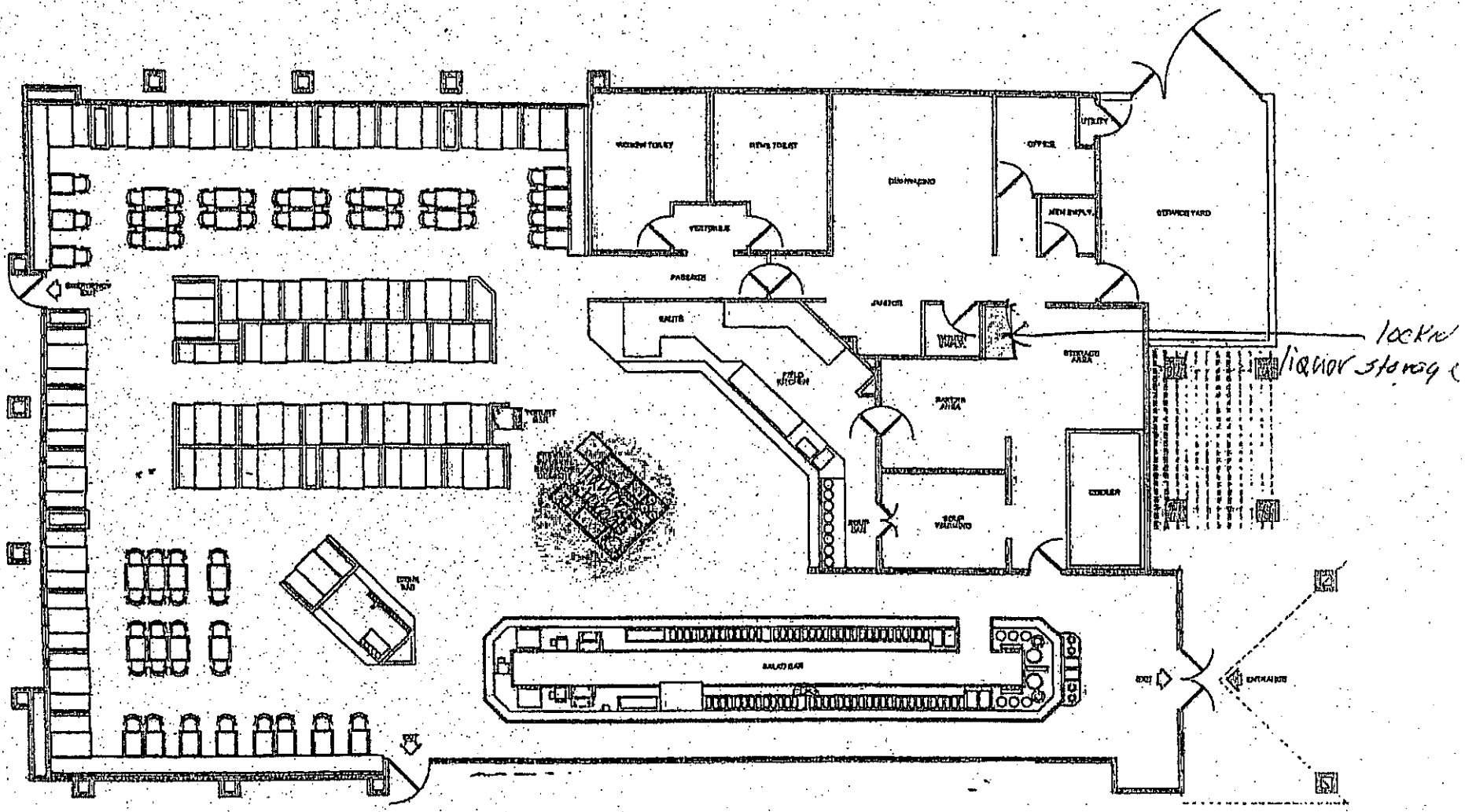


GENERAL ARRANGEMENT PLAN

'12 AUG 24 Liqr. Lic. PM12:39

#43 Arrowhead
6460 sqft

N ←

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

'12 AUG 30 Liqr. Lic. PM 4:18

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☐ INTERIM PERMIT ***Complete Section 5***
- ☒ NEW LICENSE ***Complete Sections 2, 3, 4, 13, 14, 15, 16***
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 11, 13, 15, 16***
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) ***Complete Sections 2, 3, 4, 12, 13, 15, 16***
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE ***Complete Sections 2, 3, 4, 9, 13, 16*** (fee not required)
- ☐ GOVERNMENT ***Complete Sections 2, 3, 4, 10, 13, 15, 16***

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. ***Complete Section 6***
- ☐ INDIVIDUAL ***Complete Section 6***
- ☐ PARTNERSHIP ***Complete Section 6***
- ☒ CORPORATION ***Complete Section 7***
- ☐ LIMITED LIABILITY CO. ***Complete Section 7***
- ☐ CLUB ***Complete Section 8***
- ☐ GOVERNMENT ***Complete Section 10***
- ☐ TRUST ***Complete Section 6***
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 12079253

1. Type of License(s): Restaurant Series 12

2. Total fees attached: $ 144.00 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. / Ms. GILL (Last) PRABHJOT (First) SINGH (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: D.M. FOODS INC. B1048803
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: ROSATI'S PIZZA B1048802
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 10651 W. OLIVE AVE #105 (Do not use PO Box Number) PEORIA (City) MARICOPA (County) 85345 (Zip)

5. Business Phone: 623-878-8558 Daytime Contact: [redacted]

6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO

7. Mailing Address: 10651 W. OLIVE AVE #105 (City) PEORIA (State) AZ (Zip) 85345

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 (Application) _____ (Interim Permit) _____ (Agent Change) _____ (Club) 44.00 (Finger Prints) $ 144.00 **TOTAL OF ALL FEES**

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [redacted] Date: 8.30.12 Lic. # 12079253

3/9/2012

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.
(Print full name)

X_____
(Signature)

My commission expires on: _____

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

'12 AUG 30 Liq. Lic. PM 4:18

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☒ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☐ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: D.M. FOODS INC.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 10/18/2010 State where Incorporated/Organized: AZ

3. AZ Corporation Commission File No.: 1634320-0 Date authorized to do business in AZ: 10/18/2010

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
GILL	PRABHJOT	SINGH	PRES/DIR	[redacted]	
GILL	JASDEEP		DIRECTOR		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
GILL	PRABHJOT	SINGH	50	[redacted]	
GILL	JASDEEP		50		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 **Government: (for cities, towns, or counties only)**

1. Governmental Entity: _____

2. Person/designee: _____ _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

'12 AUG 30 Liqr. Lic. PM 4:18

SECTION 11 **Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: (Other than business) Street _____
City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ State of _____ County of _____
(Signature of CURRENT LICENSEE) The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

'12 AUG 30 Liq. Lic. PM 3:18

SECTION 13 **Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 6336 ft. Name of school PARAMOUNT ACADEMY
   Address 11039 W Olive Ave Peoria AZ 85345
   City, State, Zip
2. Distance to nearest church: 2640 ft. Name of church Church of Christ
   Address 10935 W. Olive Ave Peoria AZ 85345
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name 107 & Olive Retail LLC.
   Address 7575 N 16th St #1 PHOENIX AZ 85020
   City, State, Zip
4a. Monthly rental/lease rate $ 4300.00 What is the remaining length of the lease 3 yrs. 5 mos.
4b. What is the penalty if the lease is not fulfilled? $_____ or other responsible for rent until rented to new party.
   (give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? $ ∅
   Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
NONE			∅	N/A.		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? To be able to serve alcohol at the restaurant.

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License #_____(exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #:_____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[redacted]
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[redacted]
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

[redacted]
applicants initials

12 AUG 20 Liq. Lic. PM 1:18

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

DIAGRAM ATTACHED

*12 AUG 30 Liqr. Lic. PM 4:18

SECTION 16 Signature Block

I, PRABHJOT GILL, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)

application as stated in Section 4, Question 1. I have read this application and verify all statements to be true/correct and [redacted]

[redacted]

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

28 of August, 2012
Day Month Year

[redacted]
signature of [redacted]

My commission expires on: 14 Nov 2015
Day Month Year

KAITLIN PETERS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
November 14, 2015

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

2106780
8028809

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12079253
(If the location is currently licensed)

1. Check appropriate box →

Controlling Person ~~Agent~~ (~~Complete Questions 1-19~~) Controlling Person or Agent must complete #21 for a Manager	Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: GILL PRABHJOT Date of Birth: [redacted]
Last First Middle (NOT a Public Record)

3. Social Security Number [redacted] Drivers License #: [redacted] State: [redacted]
(NOT a public record) (NOT a public record)

4. Place of Birth: [redacted] Height: [redacted] Weight: [redacted]
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: GILL JASDEEP Date of Bir[redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 28 Sept 2010

8 Telephone number to contact you during business hours for any questions regarding this document: [redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: ROSATI'S PIZZA Premises Phone: 623-878-8558

11. Physical Location of Licensed Premises Address: 10651 W. Olive Ave #105 PEORIA MARICOPA 85345
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
09/10	CURRENT	[redacted]	[redacted]
11/09	08/10	[redacted]	[redacted]
07/07	10/09	[redacted]	[redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
[redacted]						

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

AMENDMENT

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐YES ☐NO
If you answered YES, how many hrs/day?_____, and answer #14a below. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? ☑YES ☐NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. ☐YES ☐NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☐NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☐NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☑YES ☐NO

'12 AUG 30 LIC. LIC. 12 4 18

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, Prabhjot Gill, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____
(Signature of Applicant)

State of_____ County of _____

The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Month Year

My commission expires on: _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of_____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 11, and **answer #14a below**. If NO, skip to #15.	YES	NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	YES	NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO (Please see Addendum)

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

12 AUG 30 Liq. Lic. PM 4:19

20. I, PRABHJOT GILL, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted] of Applicant

State of Arizona County of Maricopa

KAITLIN PETERS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
November 14, 2015

The foregoing instrument was acknowledged before me this 28 day of August, 2012
Year

My commission expires on: 14 November 2015
Day Month Year

[redacted]

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

Addendum to Item 15 Iron Questionnaire.

I appeared in court at Flagstaff for a speeding ticket. I was allowed to take school & charges were dismissed.

'12 AUG 30 Liq. Lic. PM 4:19

Addendum to Item 19 from Questionnaire for Prabhjot Gill

I have the following current Liquor License issued in my name under Rohnert Market, 6590 Commerce Blvd Unit #A Rohnert Park, Sonoma County CA 94928

License Type : 20, OFF-SALE BEER & WINE.

'12 AUG 30 Liqr. Lic. AM 11:19

A print out giving all the details is attached for your convenience.

[redacted]

PRABHJOT GILL

California Department of Alcoholic Beverage Control

License Query System Summary as of 8/28/2012

License Information
License Number: 520275
Primary Owner: ROHNERT MARKET
ABC Office of Application: 27 - SANTA ROSA
Business Name
Doing Business As: ROHNERT MARKET
Business Address
Address: 6590 COMMERCE BLVD UNIT#A **Census Tract:** 1513.05
City: ROHNERT PARK **County:** SONOMA
State: CA **Zip Code:** 94928
Licensee Information
Licensee: ROHNERT MARKET
Company Information
Officer: GILL, PRABHJOT SINGH (CHIEF FINANCIAL OFFICER)
Officer: GILL, PRABHJOT SINGH (DIRECTOR)
Officer: GILL, PRABHJOT SINGH (PRESIDENT/SECRETARY)
Stock Holder: GILL, PRABHJOT SINGH
License Types
1) License Type: 20 - OFF-SALE BEER AND WINE
License Type Status: ACTIVE
Status Date: 21-MAY-2012 **Term:** 12 Month(s)
Original Issue Date: 18-MAY-2012 **Expiration Date:** 30-APR-2013
Master: Y **Duplicate:** 0 **Fee Code:** P40
License Type was Transferred On: 18-MAY-2012 **FROM:** 20-501837
Current Disciplinary Action
. . . No Active Disciplinary Action found . . .
Disciplinary History
. . . No Disciplinary History found . . .
Hold Information
. . . No Active Holds found . . .

'12 AUG 30 Liq. Lic. PM 4:19

Escrow
. . . No Escrow found . . .

- - - End of Report - - -

For a definition of codes, view our glossary.

'12 AUG 30 Liq. Lic. PM 4:19

P 10678 63 802869 8.30.12

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12079253
(If the l[illegible]tion is currently licensed)

'12 AUG 30 Liqr. Lic. PM 4:19

1. Check appropriate box → ☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: GILL (Last) JASDEEP (First) (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: [redacted]

4. Place of Birth [redacted] (City) (State) [redacted] (County) Height: [redacted] Weight: [redacted] Eyes [redacted] Hair [redacted]

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: GILL (Last) PRABHJOT (First) (Middle) (Maiden) Date of Birth [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? ARIZONA. If Arizona, date of residency: 28 Sept 2010

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: ROSATI'S PIZZA Premises Phone: 623-878-8558

11. Physical Location of Licensed Premises Address: 10651 W. OLIVE AVE. #105 (Street Address) (Do not use PO Box #) PEORIA (City) MARICOPA (County) 85345 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
09/10	CURRENT	OWNER	[redacted]
08/07	08/10	NOT EMPLOYED	[redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
[redacted]						

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day?_____, and **answer #14a below**. If NO, skip to #15.	☐YES ☒NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	☐YES ☒NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. ☐YES ☒NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. ☐YES ☒NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☒NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☒NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☐YES ☒NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, JASDEEP GILL, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have ... questionnaire and all statements are true, correct and complete.

X _____
(Applicant)

State of Arizona County of Maricopa

KAITLIN PETERS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
November 14, 2015

The foregoing instrument was acknowledged before me this 30 day of August, 2012
Year

My commission expires on: 14 November 2015
Day Month Year

(Signature)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of_____ County of_____

The foregoing instrument was acknowledged before me this

X_____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

_____
Print Name

_____
(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

'12 AUG 30 Liq. Lic. PM 4:19

Addendum to Item 13 from Questionnaire
for Jasdeep Gill

Landlord Information:

(1) [redacted]

'12 AUG 30 Liq. Lic. AM 4:19

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☒ CORPORATION *Complete Section 7*
- ☐ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

'12 AUG 24 Liqr. Lic. PM 2:45

SECTION 3 Type of license and fees LICENSE #(s): 12079239

1. Type of License(s): Series 12 #
$2000

2. Total fees attached: $ 157.00 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. / Ms. CHEN (Last) XINQI (First) XC (Middle) Qi
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: LG and LH Food Corp. B1042652
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Oriental Buffet Grill & Sushi B1048764
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 10146 W. Lake pleasant pkwy. Suite 1030. peoria. Maricopa. 85382
(Do not use PO Box Number) City County Zip
5. Business Phone: 623-561-8900 Daytime Contact: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 10146 W. Lake pleasant pkwy. suite 1030 peoria. AZ. 85382
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type 12# $ 2000 Type _____ $ _____

DEPARTMENT USE ONLY

Fees: 100.00 Application _____ Interim Permit _____ Agent Change _____ Club +13.00 44.00 Finger Prints $ 157.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: [redacted] Date: 8.24.12 Lic. # 12079239

July 2010

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X _____
(Signature)

My commission expires on: _____

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

'12 AUG 24 Liq. Lic. PM 2:49

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited L ity Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FI... PRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

AMENDMENT

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☐ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: _____
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 10.27.05 State where Incorporated/Organized: _____
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: 10-27-05
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? ☐ YES ☐ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
			Director		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

'12 AUG 24 11:9 Lic. Pr

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 7 Corporation/Limited L lity Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

☒ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☐ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

1. Name of Corporation/L.L.C.: LQ and LH Food Corp.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 1/1/2006 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: 1239 1040 Date authorized to do business in AZ: 1/1/2006

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
LI	GANG		president	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
LI	GANG		100%	[redacted]	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assign[illegible]t or Divorce Decree of an existing Bar ([illegible]iquor Store License:

1. Current Licensee's Name: _____ (Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____ Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____ Last First Middle _____ Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

'12 AUG 24 Liq. Lic. PM 2:49

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____ (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____ (Exactly as it appears on license)
3. Current Business Name: _____ (Exactly as it appears on license)
4. Physical Street Location of Business: Street _____ City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: (Other than business) Street _____ City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, _____ (print full name), hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____ (print full name), declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ (Signature of CURRENT LICENSEE)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ Day _____ Month Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

SECTION 12 Location to Location ..ansfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 **Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

'12 AUG 24 Liq. Lic. AM 2:49

1. Distance to nearest school: 7920 ft. Name of school Liberty High School
   Address 9621 w. Speckled Gecko Dr. peoria. AZ. 8538.
   City, State, Zip
2. Distance to nearest church: 4224 ft. Name of church Mt Zion Lutheran Church
   Address 8902 w. Deer Valley Rd. peoria. AZ. 85382
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name Camino a lago marketplace, L.L.C.
   Address 7575 North 16th Street Suite 1, phoenix AZ. 85020
   City, State, Zip

4a. Monthly rental/lease rate $ 4500 What is the remaining length of the lease 3 yrs. 0 mos.

4b. What is the penalty if the lease is not fulfilled? $ 12,000.00 or other _____
(give details - attach additional sheet if necessary)

5. What is the total business indebtedness for this license/location excluding the lease? $ 0
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? restaurant

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License #_____(exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

[redacted]
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

[redacted]
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☒ YES ☐ NO
If yes, what is your estimated opening date? 9/1/2012
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

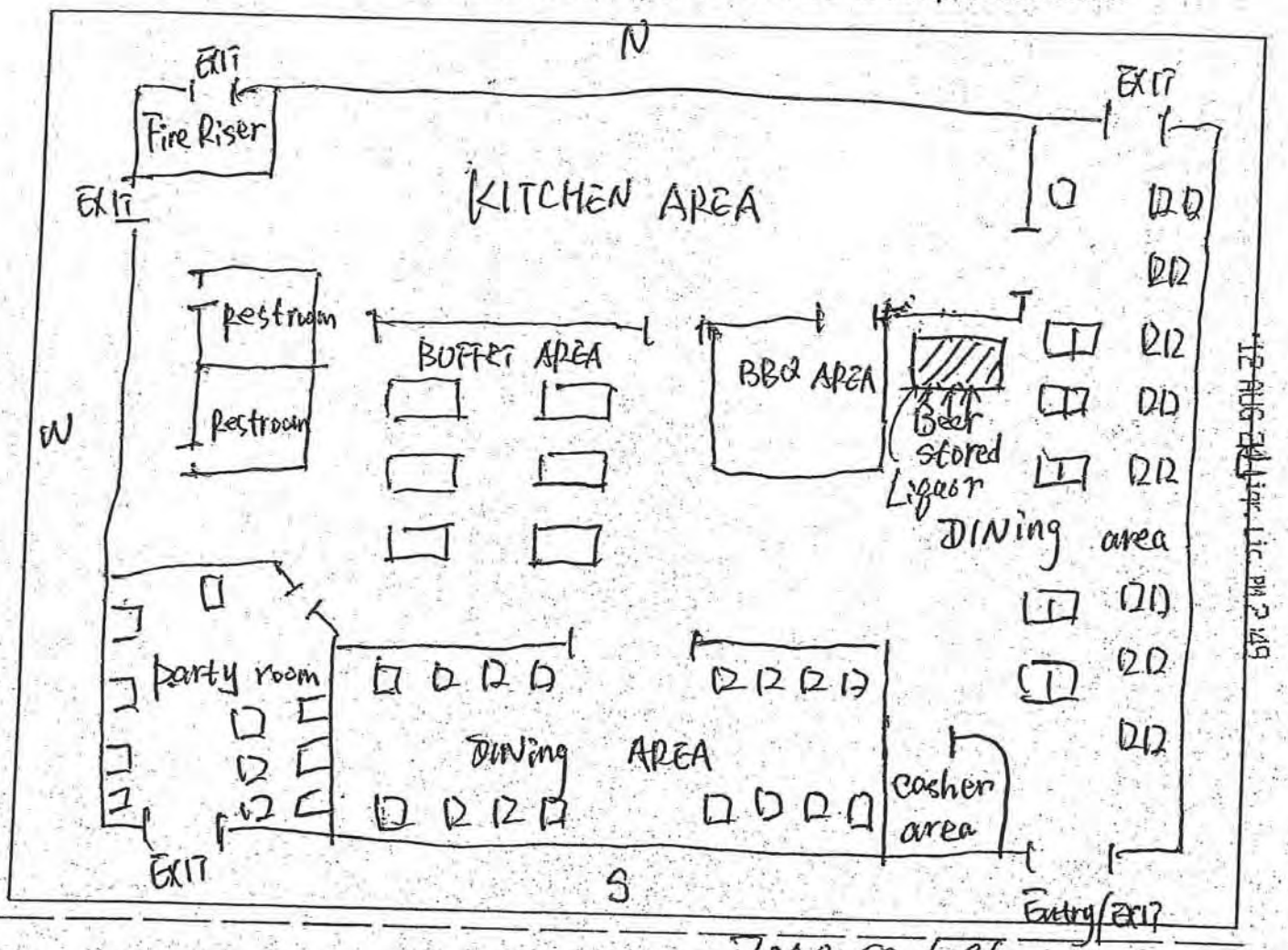
[redacted]
applicants initials

'12 AUG 24 Liq. Lic. PM 2:49

SECTION 16 Diagram of Premises

4. In this diagram please show only the area where spirituous liquors is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, XINQI CHEN (print full name of applicant), hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [redacted]
(signature of applicant listed in Section 4, Question 1)

KATHLEEN FERBER
NOTARY PUBLIC ARIZONA
Maricopa County
My Commission Expires
September 2, 2015

My commission expires on: 2/9/2015
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

22 of August 2012
Day Month Year

[redacted]
signature of NOTARY PUBLIC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

D 10078825 EP 809-807 8.24.12

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting for any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12079239 (If the location is currently licensed)

'12 AUG 24 P3:55 Liq. Lic.

1. Check appropriate box → ☐ Controlling Person ☒ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21

2. Name: CHEN (Last) XINGYI (First) RI (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City / State / Country (not county)) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed

6. Name of Current or Most Recent Spouse: CHEN WENFANG (Last / First / Middle / Maiden) Date of Birth: [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 4/20/2006

8. Telephone number to contact you during business hours for any questions regarding this document: [redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Oriental Buffet Grill & Sushi Premises Phone: 623-561-8900

11. Physical Location of Licensed Premises Address: 10146 W. Lake Pleasant Pkwy Suite 030 (Street Address (Do not use PO Box #)) Peoria (City) Maricopa (County) 85382 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
6/2006	CURRENT	Chef	[redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR LATTER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
4/2006	CURRENT	Own	[redacted]	[redacted]		

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day?_____, and answer #14a below. If NO, skip to #15.	☐YES ☒NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	☐YES ☐NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.	☐YES ☒NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints.	☐YES ☒NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?	☐YES ☒NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?	☐YES ☒NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?	☐YES ☒NO

'12 AUG 24 PM 2:49

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, XN QI CHEN, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted]
(Signature of Applicant)

ARIEL MORIN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 5, 2016

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 24 day of August, 2012

[redacted]
(Signature of NOTARY PUBLIC)

My commission expires on: 5 / 5 / 2012
Day Month Year

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____ _____ day of _____, _____
Signature of Controlling Person or Agent (circle one) Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

P1061116
802867
8-24-12

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a $24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 12079239
(If the location is currently licensed)

1. Check appropriate box → ☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | ☒ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: LI (Last) GANG (First) (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City) (State) (Country) (not county) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 623-326-3209

6. Name of Current or Most Recent Spouse: YANG (Last) ZHAOHUI (First) (Middle) (Maiden) Date of Birth: [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 5/1/2005

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Oriental Buffet Grill & Sushi Premises Phone: 623-561-8900

11. Physical Location of Licensed Premises Address: 10146 W. Lake pleasant Pkwy, Suite 1030, peoria, Maricopa 85382
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
6/2006	CURRENT	manager	[redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
10/2005	CURRENT	Own	[redacted]	[redacted]		

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☒ YES ☒ NO GL
If you answered YES, how many hrs/day? 8, and answer #14a below. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐ YES ☐ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐ YES ☒ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☒ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐ YES ☒ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☒ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☒ YES ☒ NO GL GL

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, GANG LI, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted]
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 22 day of August, 2012
Year

KATHLEEN FERBER
NOTARY PUBLIC ARIZONA
Maricopa County
My Commission Expires
September 2, 2015

2 / 9 / 15
Day Month Year

[redacted]
(Signature of NOTARY PUBLIC)

12 AUG 24 Liq Dept

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 22 day of August, 2012
Month Year

X [redacted]
Signature of Controlling Person or Agent (circle one)

Xin Qi Chen
Print Name

My commission expires on: 2 / 9 / 2015
Day Month Year

[redacted]
(Signature of NOTARY PUBLIC)

KATHLEEN FERBER
NOTARY PUBLIC ARIZONA
Maricopa County
My Commission Expires
September 2, 2015

AMENDMENT

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐YES ☐NO
If you answered YES, how many hrs/day?_____, and answer #14a below. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☐YES ☐NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? ☐YES ☐NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. ☐YES ☐NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐YES ☐NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐YES ☐NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☒YES ☐NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

'12 AUG 24 Liqr. Lic. AM 2:49

20. I, GANG LI, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X _____
(Signature of Applicant)

State of _____ County of _____

The foregoing instrument was acknowledged before me this
_____ day of _____, _____
Month Year

My commission expires on: _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

_____
(Signature of NOTARY PUBLIC)

_____
Print Name

My commission expires on: _____
Day Month Year

Statement.

I owned Liquor LC# 12078132

Location at: 8909 E. Indian Bend Rd.
Scottsdale. AZ. 85250

'12 AUG 24 Liqr. Lic. PM 2:49

[redacted]

8/24/2012

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

'12 AUG 6 Liqr. Lic. RM 2:30

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☐ INTERIM PERMIT *Complete Section 5*
- ☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☐ CORPORATION *Complete Section 7*
- ☒ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 10076321

1. Type of License(s): 10

2. Total fees attached: $ 166

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. / Ms. White (Last) Matthew (First) James (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: Mach Trading Co, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Spanky's Smoke Shop
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 8868 West Bell Road #103 (Do not use PO Box Number) Peoria (City) AZ MARICOPA (County) 85382 (Zip)
5. Business Phone: 623-215-6660 Daytime Contact: [redacted]
6. Is the business located within the incorporated limits of the above city or town? ☒YES ☐NO
7. Mailing Address: 4433 West Van Buren St #5, Phoenix, AZ 85043
(City) (State) (Zip)
8. Price paid for license only bar, beer and wine, or liquor store: Type 10 $1525.00 Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100@ Application ____ Interim Permit ____ Agent Change ____ Club 66@ Finger Prints $ 166@ TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒YES ☐NO

Accepted by: [redacted] Date: 8/24/2012 Lic. # 10076321

3/9/2012

*Disabled individuals requiring special accommodation, please call (602) 542-9027.

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location._____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____
The foregoing instrument was acknowledged before me this
_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

'12 AUG 24 Liq. Lic. PM 2:20

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, and 8.*

☒ L.L.C. *Complete 1, 2, 4, 5, 6, 7, and 8.*

12 AUG 24 Liq. Lic. PM 2:30

1. Name of Corporation/L.L.C.: Mach Trading Co, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 06/04/2007 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: ~~L-1370860-8~~ Date authorized to do business in AZ: ~~06/04/2007~~

4. AZ L.L.C. File No: L-1370860-8 Date authorized to do business in AZ: 6/4/07

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last First Middle	Title	Mailing Address City State Zip
White, Matthew, James	Member	[redacted]
Cole, Chris, James	Member	[redacted]
Sarkis, Anthony George	Member	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last First Middle	% Owned	Mailing Address City State Zip
WHITE, MATTHEW, JAMES	33.3	
COLE, CHRIS, JAMES	33.3	SAME AS ABOVE
SARKIS, ANTHONY, GEORGE	33.3	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last First Middle	Title	Mailing Address City State Zip

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____ (Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____ Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____ Last First Middle _____ Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____ (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____ (Exactly as it appears on license)
3. Current Business Name: _____ (Exactly as it appears on license)
4. Physical Street Location of Business: Street _____ City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: (Other than business) Street _____ City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, _____ (print full name), hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____ (print full name), declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ (Signature of CURRENT LICENSEE)

State of _____ County of _____

The foregoing instrument was acknowledged before me this _____ Day _____ Month _____ Year

My commission expires on: _____

_____ (Signature of NOTARY PUBLIC)

RECD AUG 24 Liqr. Lic. PM 2:30

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

12 AUG 24 Liqr. Lic. PM 2:30

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 3000 ft. Name of school Apache Elementary
   Address 8633 West John Cabot Road, Peoria, AZ 85382
   City, State, Zip
2. Distance to nearest church: 1715 ft. Name of church Agape Christian Church
   Address 8615 West Kelton Lane, Peoria, AZ 85382
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name Nix Bell Group, LLC
   Address 8868 West Bell Road #101, Peoria, AZ 85382
   City, State, Zip

4a. Monthly rental/lease rate $2785.00 What is the remaining length of the lease 1 yrs. 3 mos.

4b. What is the penalty if the lease is not fulfilled? $0.00 or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $0.00
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Retail Smoke Shop

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License #_____(exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

_____
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for you inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessar and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

_____
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
☐ Service windows ☐ Drive-in windows ☒ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

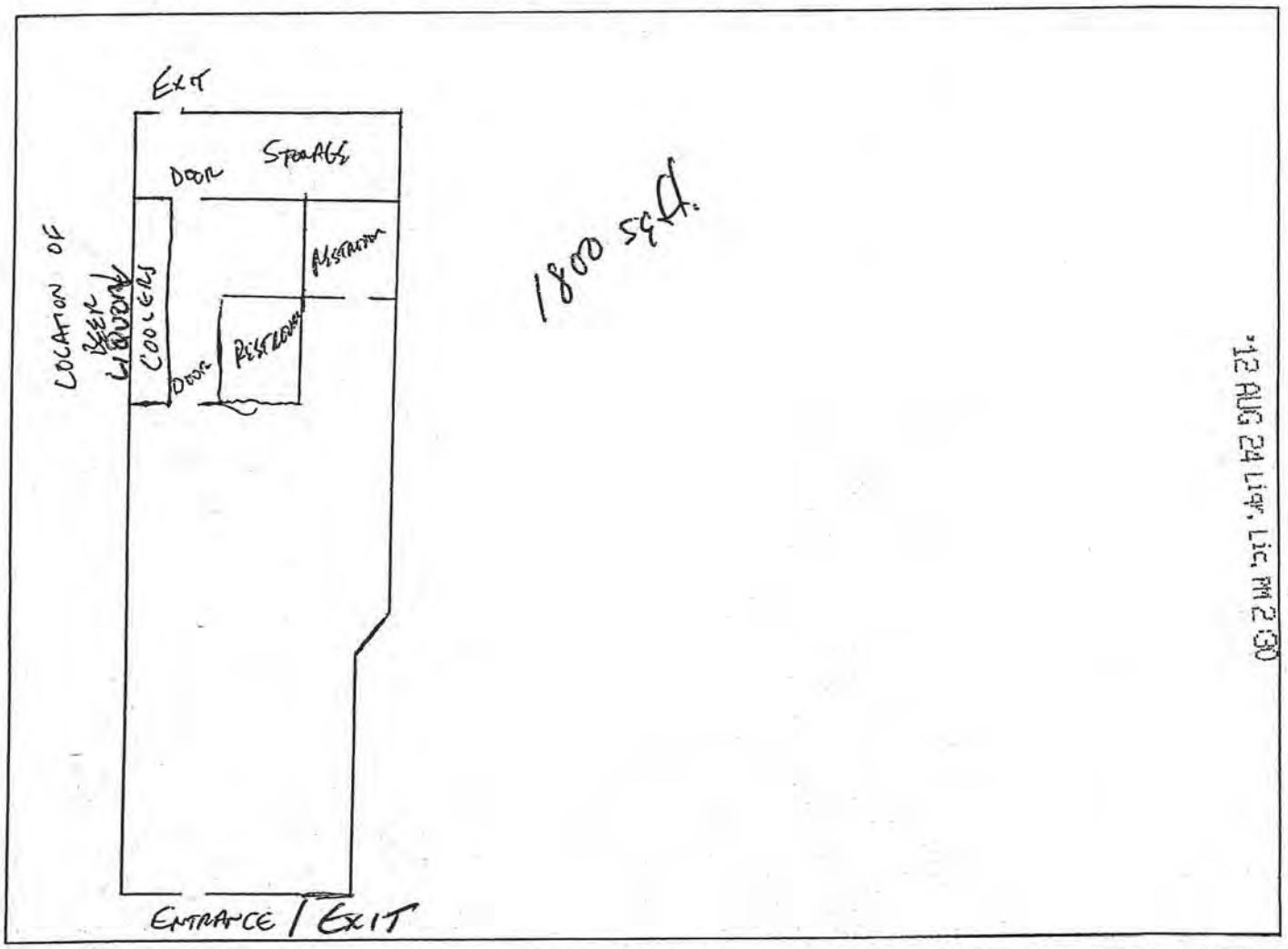
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

[redacted]

AUG 24 Liq. Lic. PM 2

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consume dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Matthew James White (print full name of applicant), hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [redacted]
(signature of applicant listed in Section 4, Question 1)

LUIS F. REYES
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 15, 2015

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16th (Day) of August (Month), 2012 (Year)

My commission expires on: 15 03 15 (Day Month Year)

[redacted]
Signature of Notary Public

802-867

'12 AUG ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 10076321
(If the location is currently licensed)

1. Check appropriate box → | ✓ Controlling Person ✓ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: White (Last) Matthew (First) James (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: [redacted]

4. Place of Birth: [redacted] (City) [redacted] (State) [redacted] (Country (not county)) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Marital Status: Single ✓ Married Divorced Widowed

6. Name of Current or Most Recent Spouse: White (Last) Robin (First) Nicole (Middle) Herb (Maiden) Date of Birth: [redacted] (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 06/1994

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Spanky's Smoke Shop Premises Phone: 623-215-6660

11. Physical Location of Licensed Premises Address: 8868 West Bell Road #103 (Street Address (Do not use PO Box #)) Peoria (City) Maricopa (County) 85382 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
06/2003	CURRENT	Member	[redacted]
08/2008	Current	Member	[redacted]
06/2006	Curretn	Member	[redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
[redacted]	CURRENT	Own	[redacted]	[redacted]	AZ	[redacted]
	~~Current~~					
	Curretn					

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day?_____, and answer #14a below. If NO, skip to #15.	YES ✓ NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	YES ✓ NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES ✓ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES ✓ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES ✓ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES ✓ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES ✓ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

'12 AUG 24 Liq. Lic. AM 2:30

20. I, Matthew James White, hereby declare that I am the APPLICANT/REPRESENTATIVE filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

(print full name of Applicant)

x [redacted]
(Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16th day of August, 2012
Month Year

My commission expires on: 15 03 15
Day Month Year

[redacted]
(Signature of NOTARY PUBLIC)

LUIS F. REYES
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 15, 2015

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

x [redacted]
Signature of Controlling Person or Agent (circle one)

MATTHEW JAMES WHITE
Print Name

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16th day of August, 2012
Month Year

My commission expires on: 15 03 15
Day Month Year

[redacted]
(Signature of NOTARY PUBLIC)

LUIS F. REYES
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 15, 2015

802-867

'12 AUG 24 Liq. Lic. PM 2 31

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

AE No 1878

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting for any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 10076321
(If the location is currently licensed)

1. Check appropriate box → ✓ Controlling Person / Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Cole (Last) Chris (First) James (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: AZ

4. Place of Birth: Phoenix (City) AZ (State) US (Country) (not county) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Marital Status [redacted]

6. Name of Current or Most Recent Spouse: (Last) (First) (Middle) (Maiden) Date of Birth: / / (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: [redacted]

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Spankys Smoke Shop Premises Phone: 623-215-6660

11. Physical Location of Licensed Premises Address: 8868 West Bell Rd #103 (Street Address (Do not use PO Box #)) Peoria (City) Maricopa (County) 85382 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
06/2003	CURRENT	Member	[redacted]
08/2008	Current	Member	[redacted]
06/2006	Current	Member	[redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
12/09	CURRENT	[redacted]	[redacted]	[redacted]	AZ	[redacted]
1/06	12/09	[redacted]	[redacted]	[redacted]	AZ	[redacted]
	Current					
	Current					

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day?_____, and answer #14a below. If NO, skip to #15.	YES ✓ NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	YES ✓ NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES ✓ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES ✓ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES ✓ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES ✓ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES ✓ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

'12 AUG 24 Liq. Lic. PM 3:31

20. I, James Chris J Cole, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted] (Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16th day of August, 2012
Day Month Year

[redacted] (Signature of NOTARY PUBLIC)

My commission expires on: 15 03 15
Day Month Year

LUIS F. REYES
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 15, 2015

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

X [redacted]
Signature of Controlling Person or Agent (circle one)

Chris Cole
Print Name

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16th day of August, 2012
Day Month Year

[redacted] (Signature of NOTARY PUBLIC)

My commission expires on: 15 03 15
Day Month Year

[redacted]
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 15, 2015

802-867

*12 AUG 24 Liqr. Lic. PM 2:31

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.
An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A $13 FEE.

In addition to other fingerprint fees, a $22 DPS background check fee will be charged for each fingerprint card.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License # 10076321
(If the location is currently licensed)

1. Check appropriate box → ✓ Controlling Person / Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager | Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: SARKIS (Last) ANTHONY (First) GEORGE (Middle) Date of Birth: [redacted] (NOT a Public Record)

3. Social Security Number: [redacted] (NOT a public record) Drivers License #: [redacted] (NOT a public record) State: AZ

4. Place of Birth: PHOENIX (City) AZ (State) ~~MARICOPA~~ USA (Country (not county)) Height: [redacted] Weight: [redacted] Eyes: [redacted] Hair: [redacted]

5. Marital Status ✓ Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: _____ (Last First Middle Maiden) Date of Birth: ___/___/___ (NOT a public record)
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: [redacted]

8 Telephone number to contact you during business hours for any questions regarding this document. [redacted]

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: SPANKY'S SMOKE SHOP Premises Phone: 623-215-6660

11. Physical Location of Licensed Premises Address: 8868 W. BELL RD #103 (Street Address (Do not use PO Box #)) PEORIA (City) MARICOPA (County) 85382 (Zip)

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. **List most recent 1st.**

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
2/2007	CURRENT	SELF EMPLOYED	TIGHTLINE GUIDE SERVICE,LLC [redacted]

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
6/2012	CURRENT	[redacted]	[redacted]	[redacted]	AZ	[redacted]
2/2006	6/2012	[redacted]	[redacted]	[redacted]	AZ	[redacted]

Disabled individuals requiring special accommodations, please call the Department. (602) 542-9027

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 2, and answer #14a below. If NO, skip to #15.	✓ YES NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) **If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**	YES ✓ NO

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES ✓ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES ✓ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES ✓ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES ✓ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES ✓ NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.

SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, ANTHONY GEORGE SARKIS, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [redacted] (Applicant)

My commission expires on: 15 03 15
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16th day of August, 2012
Month Year

[redacted]
(Signature of [redacted])

NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 15, 2015

'12 AUG 24 PM 2:01 LIC.

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

X [redacted]
Signature of Controlling Person or Agent (circle one)

ANTHONY G. SARKIS
Print Name

My commission expires on: 15 03 15
Day Month Year

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16th day of August, 2012
Month Year

[redacted]
(Signature of NO[redacted])

NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 15, 2015

Agenda Item: 10R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: September 24, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning and Community Development Director

THROUGH: Susan J. Daluddung, AICP, Deputy City Manager

SUBJECT: Z93-10A.7 – Major Planned Area Development (PAD) Amendment, Lake Pleasant Parkway / 83rd Avenue

---

Purpose:

This is a request for City Council to consider a major Planned Area Development (PAD) amendment on a 17 acre parcel within the Fletcher Heights PAD located at the northeast corner of 83rd Avenue and Lake Pleasant Parkway. This request will amend the PAD for the property to allow Donation Centers as a conditional use.

Background/Summary:

Goodwill is requesting a major amendment to the Fletcher Heights PAD (Z93-10A.6) to allow donation center drop-off as a conditional use. The Fletcher Heights PAD currently permits PC-2 ('Planned Community Commercial District') uses pursuant to the Zoning Ordinance with one exception to allow Veterinarian Clinics as Conditional Uses.

The proposed amendment relates to a development parcel encompassing approximately 17 acres located at the northeast corner of 83rd Avenue and Lake Pleasant Parkway. The parcel is currently developed with a shopping center within the Fletcher Heights PAD. Goodwill has operated as a tenant in this center since March, 2012 and occupies space that was previously part of a Safeway grocery store.

The development parcel is subject to the standards of the PC-2 District, with modifications. The PC-2 District is a rarely used district in the City and is similar in scale and character to the more widely-utilized C-2 ('Intermediate Commercial') District. Both are districts typically found at arterial corners; however donation centers are prohibited in the PC-2 district and are conditional uses in the C-2 district.

Accordingly, after reviewing the request staff has determined that donation centers as conditional uses are not incompatible with other uses which could be permitted at this

commercial site within the PAD. With proper use limitations and conditions of approval, the use can be compatible with adjacent uses including the adjacent residential neighborhood.

Two emails were received against the proposal citing issues with outdoor storage, decreasing property values, and trash accumulation. One nearby business owner spoke at the Planning & Zoning Commission hearing in favor of the request. After weighing the staff comments, neighbor concerns, and applicant comments, the Planning & Zoning Commission determined that potential impacts were appropriately mitigated.

Previous Actions:

The applicant held a neighborhood meeting on July 16, 2012 at Mt. Zion Lutheran Church. No residents attended the meeting.

A public hearing was held for this item at the September 13, 2012 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a **5-0** vote.

Additionally, on September 13, 2012 the Planning & Zoning Commission unanimously approved an accompanying Conditional Use permit for the donation center. No appeals to the decision were filed within the 10 day appeal window. The CUP is conditioned to be "activated" upon favorable action by the City Council on the PAD amendment.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's September 13, 2012 recommendation (**5-0**) to approve Case Z93-10A.7.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, the applicant may continue its progress in the development process by submitting necessary site development applications.

Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: September 13, 2012 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 3: Draft Ordinance

Contact Name and Number: Ed Boik, AICP, LEED Green Associate, Planner, x7565

Z93-10A.7 Vicinity Map

Z93-10A.7 Major PAD Amendment

Applicant: Withey Morris, PLC / Goodwill Industries of Central Arizona

Request: Major PAD amendment to allow donation center drop-off

Location: Northeast corner of 83rd Ave and Lake Pleasant Pkwy

Not to Scale

EXHIBIT 1

Exhibit 2

REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 93-10A.7

DATE: September 13, 2012

AGENDA ITEM: 4

Applicant:	Withey Morris, PLC, on behalf of Goodwill Industries of Central Arizona
Request:	Amend a Planned Area Development (PAD) to permit donation center drop-off as a conditional use for approximately 17 acres within the Fletcher Heights PAD.
Proposed Development:	Goodwill Store donation center drop-off
Location:	NEC of 83rd Avenue and Lake Pleasant Parkway
Site Acreage:	Approximately 17 gross acres
Support / Opposition:	As of the date of this printing, Staff has one email in opposition and none in favor of the request..
Recommendation:	**Approve**, with stipulations.

AREA CONTEXT

Table 1: *Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Commercial Shopping Center**	**Low-Density Residential (2-5 du/ac, target 3 du/ac)**	**PAD, (Z93-10A.6, Fletcher Heights)**
North	Single Family Residential	Low-Density Residential (2-5 du/ac, target 3 du/ac)	PAD, (Z93-10A.6, Fletcher Heights)
South	Commercial / Retail Uses	Low-Density Residential (2-5 du/ac, target 3 du/ac)	PAD, (Z93-10A.6, Fletcher Heights)
East	Self-Storage Facility	Low-Density Residential (2-5 du/ac, target 3 du/ac)	PAD, (Z93-10A.6, Fletcher Heights)
West	Single Family Residential	Low-Density Residential (2-5 du/ac, target 3 du/ac)	PAD, (Z93-10A.6, Fletcher Heights)

Annexation and Case History

1. The site was part of a number of annexations to the City. The majority of the site was annexed in 1978 under *Ordinance 78-12* and in 1982 under *Ordinance 82-21*. In 1995, this property was rezoned to Planned Area Development (PAD).

PROJECT DESCRIPTION

Site and Project Details

2. The subject property is an approximately 17-acre parcel located at the northeast corner of 83rd Avenue & Lake Pleasant Parkway and is currently developed with a shopping center within the Fletcher Heights PAD.

3. This request is for a major PAD amendment to the Fletcher Heights PAD (Z93-10A.6) to allow donation center drop-off as a conditional use. The Fletcher Heights PAD currently permits PC-2 uses pursuant to the Zoning Ordinance with one exception to allow Veterinarian Clinics as Conditional Uses.

DISCUSSION AND ANALYSIS

Conformance with the General Plan

4. The underlying General Plan land use designation for the property is Residential/Low (2.0-5.0 du/ac, target 3.0 du/ac). This designation allows for single-family detached residential development. Since the site is zoned PAD, there are opportunities for arterial corners, such as the subject site, to be designated for community serving commercial uses.

5. After reviewing this request, staff has determined that including donation center drop-off as a conditional use is not incompatible with other potential uses for this commercial site within the PAD. Other uses which require conditional uses, such as bars or taverns, are conditional uses within this PAD. Coupled with appropriate use standards as listed in Section 14-9-5 and conditional use stipulations, donation centers have the potential to be compatible uses within the shopping center and larger neighborhood area.

6. Pursuant to Section 14-39-6 of the Peoria Zoning Ordinance, notice was forwarded to all property owners within 600 feet of the proposal and all registered Homeowners Associations within 1 mile of the proposal. As of this writing, one email has been received which objected to the proposal due to the potential for outdoor storage of donations, dumping of junk in the neighborhood and the likelihood that Goodwill will invite undesirable land uses and lower property values. Staff believes that the conditions and limitations of operation will adequately address the resident's concerns.

Citizen Participation Plan - Neighborhood Meeting

7. Section 14-39-8.E of the Peoria Zoning Ordinance requires the applicant of a rezoning request to hold at least one neighborhood meeting. The applicant notified property owners within 600 feet of the subject site. Accordingly, the applicant held a neighborhood meeting on July 16, 2012 at Mt. Zion Lutheran Church. No residents attended the meeting.

8. The applicant indicated in their Citizen Participation Report that they have had frequent contact with the Fletcher Heights Neighborhood Association and that the neighborhood association does not object to the request.

Public Notice

9. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division.

FINDINGS AND RECOMMENDATION

10. Based on the following findings:

- The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan;
- This major PAD amendment allows for the opportunity of a conditionally appropriate use within the subject site;
- Donation Center drop-off uses are comparable in intensity and potential impacts as bars and taverns which are currently allowed with a conditional use permit within the PAD.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Z93-10A.7 subject to the following conditions:

1. Development shall adhere to provisions of the revised Standards and Guidelines Report, included as part of the project narrative of this report dated September 13, 2012 (Exhibit D).
2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z 93-10 (Fletcher Heights) and all subsequent amendments to that case.

Attachments:

Exhibit A	Vicinity Map
Exhibit B	General Plan Land Use Map
Exhibit C	Zoning Map
Exhibit D	Narrative
Exhibit E	Citizen Participation Plan Report
Exhibit F	Letter of Opposition

Prepared by: Ed Boik, AICP, LEED Green Associate
Planner

Z93-10A.7 Vicinity Map

Z93-10A.7 Major PAD Amendment

Applicant: Withey Morris, PLC / Goodwill Industries of Central Arizona

Request: Major PAD amendment to allow donation center drop-off

Location: Northeast corner of 83rd Ave and Lake Pleasant Pkwy

3

Not to Scale

EXHIBIT A

Z93-10A.7 Land Use Map

Z93-10A.7 Major PAD Amendment

Applicant: Withey Morris, PLC / Goodwill Industries of Central Arizona

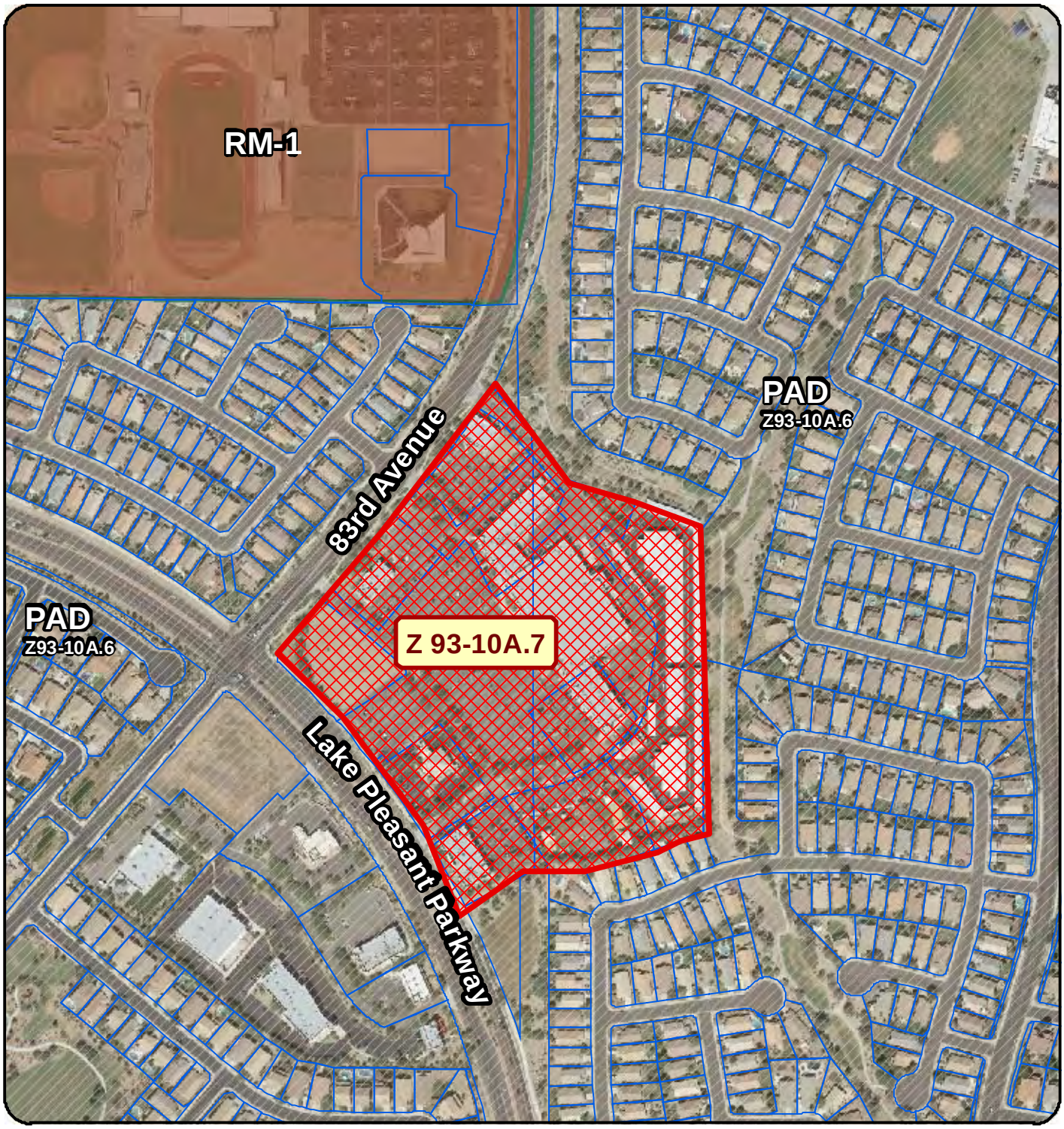
Request: Major PAD amendment to allow donation center drop-off

Location: Northeast corner of 83rd Ave and Lake Pleasant Pkwy

3

Not to Scale

Z93-10A.7 Zoning Map



Z93-10A.7 Major PAD Amendment

Applicant: Withey Morris, PLC / Goodwill Industries of Central Arizona

Request: Major PAD amendment to allow donation center drop-off

Location: Northeast corner of 83rd Ave and Lake Pleasant Pkwy

Not to Scale

EXHIBIT 3

Exhibit D

Fletcher Heights Major PAD Amendment & Conditional Use Permit for a Goodwill Donation Center

NEC of Lake Pleasant Parkway & 83rd Avenue

Project Narrative

I. The Applicant

As one of the oldest and largest non-profit agencies in Arizona, Goodwill of Central Arizona is nationally recognized as the leader in empowering people to achieve their highest level of personal and economic independence. The operating revenue for this charitable organization is generated primarily from the clothing and household goods that are sold in their over 50 retail stores and gathered from their donation centers. In the last ten years, Goodwill has made great strides in upgrading their stores to compete in the retail store market. Goodwill's retail stores have undergone dramatic changes and are mandated to be kept clean, bright and organized.

II. Property Description

In March 2012, Goodwill opened a new store located at the northeast corner of 83rd Avenue and Lake Pleasant Parkway in the City of Peoria (the "Property"). An aerial map of the existing store is attached at ***Tab A***. The subject Property is located within an existing commercial shopping center in the approved Fletcher Heights PAD.

III. PAD Amendment Request

The Fletcher Heights PAD is roughly bound by 75th Avenue to the west, 87th Avenue to the east, ½ mile south of Beardsley to the south and ½ mile north of Deer Valley Road to the north. It encompasses approximately 793 acres of mixed-use planned area development. The existing PAD plan allows for several commercial parcels. See Existing PAD Plan attached at ***Tab B***. The Development Standards for the commercial parcels outlines the allowed uses within the commercial designations. It states that "any principal use permitted in the PC-2 district" shall be allowed. See Development Standards attached at ***Tab C***. Although the PC-2 district allows for "retail sales of new and used merchandise", it does not allow the accessory donation center component that is typically found within a Goodwill retail store. See Article 14-9 attached at ***Tab D***. The donation center use is allowed within other commercial districts only upon approval of a Conditional Use Permit. It is the request of this application that a "donation center" be permitted on Parcel 14 within the Fletcher Heights PAD commercial districts subject to approval of a Conditional Use Permit. A copy of the revised PAD language is attached at ***Tab E.***

This proposal does not alter the existing land use plan or status quo of the Property. The site and the overall PAD will remain the same, and thus, the proposal remains consistent with the Land Use Plan and goals, policies, and objectives of the General Plan identical to when the PAD was originally approved.

IV. Conditional Use Permit Request

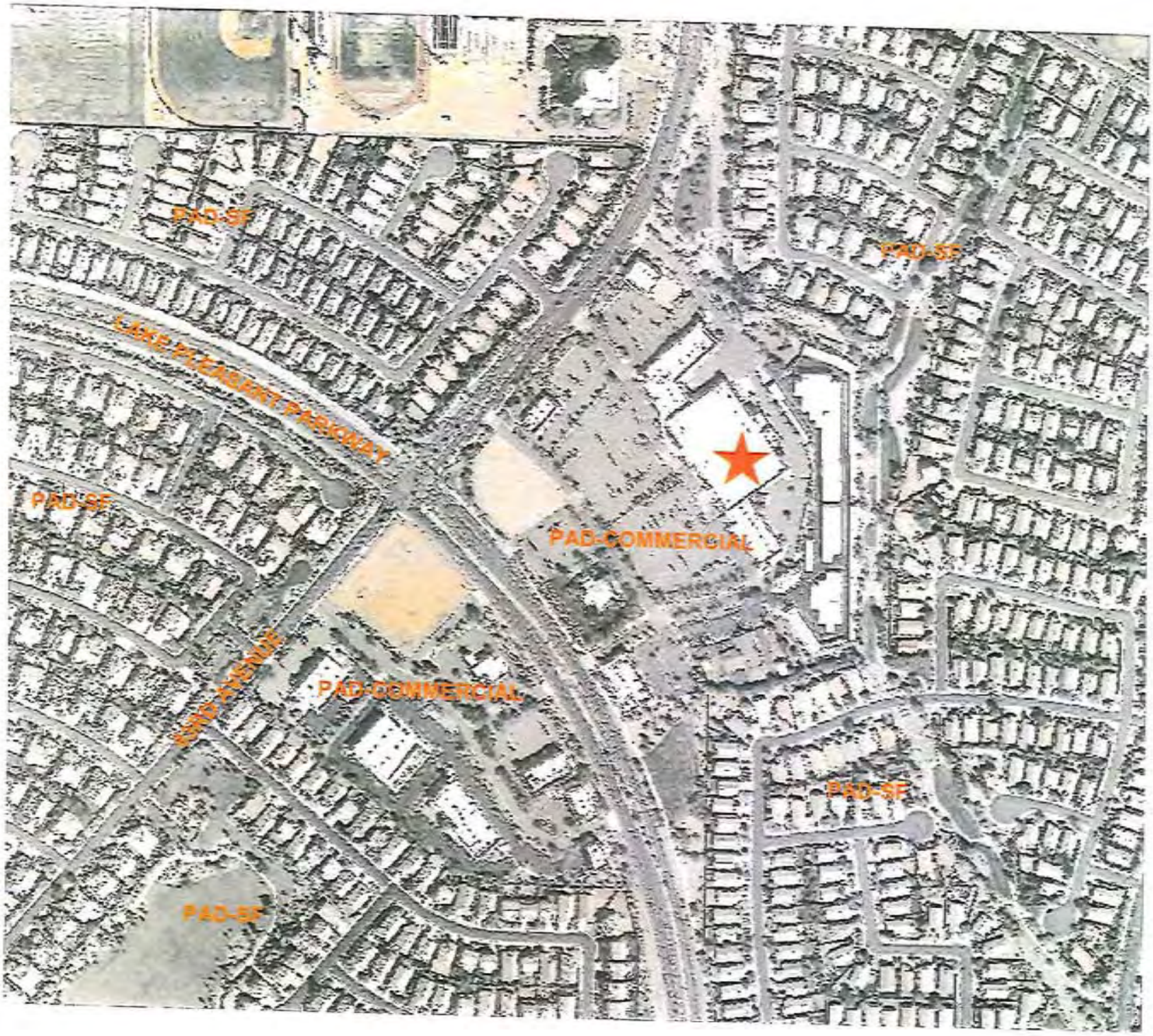
Concurrent with this application is a request for a Conditional Use Permit to allow a "donation center" within the proposed Goodwill retail store within the commercial shopping center located at the Property. The Property is currently used for commercial purposes and encompasses over seventeen (17) acres. The applicant has operated a Goodwill store as a tenant in this shopping center since 2012 without incident. The Goodwill store provides a neighborhood use within an existing retail center that is beneficial to and convenient for the area residents.

The Donation Center will be subject to the use limitations within Section 14-9-5 of the Zoning Ordinance attached at ***Tab F.*** The donation area is located behind the store and is adequately buffered by the storage unit complex directly east of the Goodwill location. Donors are greeted within 30 seconds and their donations are unloaded by an attendant. Donations are brought into the store and sorted into bins. There will be no outdoor storage or processing permitted. Donations will be accepted during store hours Mon-Sat. 9 am – 9 pm, Sun 10 am – 6 pm. The store will be monitored 24 hours a day by an interactive monitoring system. After hour donations are prohibited and violators will be vocally warned through a speaker system that after hour donations are not permitted. Any after-hours donations are immediately picked up by the Goodwill Security Team within two hours to maintain a clean and orderly site. All donation boxes owned by other companies will be removed from the parcel occupied by Goodwill.

V. Compatibility

The Property is located in an area of commercial development. The Property as currently developed provides an appropriate transition between the land uses in the area. This use will not cause an adverse impact on adjacent properties in the area. Unlike other donation drop boxes typically seen in other commercial centers, the Goodwill donation center is constantly monitored around the clock. This prevents dumping and trash, and actually relieves the burden on other shopping centers where un-manned donation drop boxes exist. The donation center is an integral component to the retail store and Goodwill takes great effort in ensuring cleanliness and organization. As a result, those who donate will be more inclined to take their items to Goodwill rather than dumping them at independent, un-manned drop box.

There will not be a significant increase in vehicular or pedestrian traffic in adjacent residential areas, emission or odor, dust, vibration, smoke, heat, or glare at a level exceeding ambient conditions, nor will the proposed use contribute in a measurable way to deter growth in the area or contribute to the lowering of property values. Furthermore, the use will be in compliance with all provisions of the Zoning Ordinance and the laws of the City of Peoria, Maricopa County, the State of Arizona and the United States of America.


PAD-SF
PAD-SF
LAKE PLEASANT PARKWAY
PAD-SF
PAD-COMMERCIAL
KIRO AVENUE
PAD-COMMERCIAL
PAD-SF
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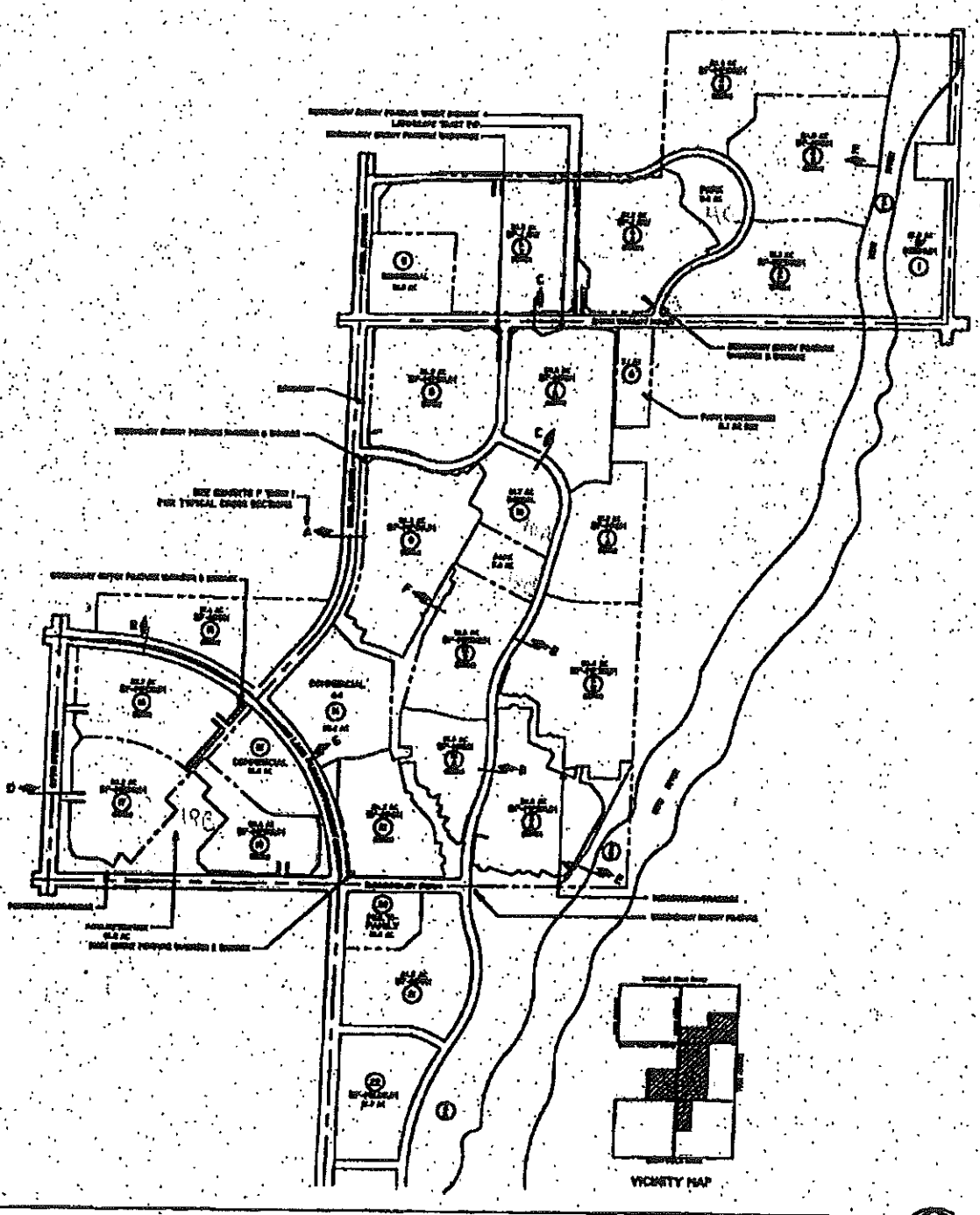


EXHIBIT 2 – EXISTING P.A.D.

DEVELOPMENT STANDARDS — COMMERCIAL

Permitted principal uses shall be as follows:

Any principal use permitted in the PC-2 district with the addition of the following:

A. Gas service stations, including automatic car washes, such as lubrication facilities; tire repair and/or replacement and wheel balancing and alignment; muffler repair or replacement; brake service, repair or replacement provided:
   1. No outdoor displays other than of merchandise normally sold from the premises during normal business hours. No outdoor storage shall be permitted.
   2. All yard requirements for principal building and exterior design shall be compatible with that of other buildings in any complex within which said building is located.

Permitted, Permitted Conditional, Accessory Uses and General Regulation will be in accordance with the existing City of Peoria Zoning Ordinance for the PC-2 Planned Neighborhood Commercial District, with the exception of Parcel 1B. Veterinarian Clinics will be allowed as a Conditional use only to correspond with the requirements of the C-2 Zoning District. A Donation Center will be allowed as an accessory use to a Used Merchandise Retail store located only on Parcel 14, subject to obtaining a Conditional Use Permit. A Donation Center is subject to the use limitations within Section 14-9-5 of the Zoning Ordinance.

Buildings located on Parcel 1B shall not exceed a maximum height of 25' per the City of Peoria General Plan.

Minimum Setback and other property development standards required within this district will correspond with the C-2 district.

The P.A.D. district requires that building setbacks from all property lines which form the perimeter of the P.A.D. shall be no less than 20'.

SIGNAGE STANDARDS

All signage shall follow the current City of Peoria Zoning Ordinance, except for modifications as follows:

A. Commercial Parcel #14
   1. Free-standing monument signage shall be permitted as follows:
      a. Two multi-tenant freestanding monument signs and one single-tenant freestanding monument sign shall be permitted along the Lake Pleasant Parkway frontage of commercial parcel #14 as shown in Appendix B — SIGNAGE.

LAND USE	O-1	C-1	PC-1	PC-2	C-2	C-3	C-4	C-5	BP	PI-1	I-1	I-2
GENERAL RETAIL - CONTINUED												
Candy and Ice Cream Store	P	P	P	P	P	P	P	P	-	-	-	-
Carpet and Floor Covering Store	-	-	-	-	P	P	P	P	-	-	-	-
Copy Center	P	P	P	P	P	P	P	P	P	P	P	P
Donation Center # (Ord. No. 03-171)	-	-	-	-	C	-	C	C	P	P	P	P
Florist	P	P	P	P	P	P	P	P	-	-	-	-
Gift, Novelty and Souvenir Shop	P	P	P	P	P	P	P	P	-	-	-	-
Hobby, Stamp and Coin Shop	P	P	P	P	P	P	P	P	-	-	-	-
Newsstand (Ord. No. 05-58A)	P	P	P	P	P	P	P	P	P	A	A	A
Pawn Shop #	-	-	-	-	C	-	C	C				
Pet Shop # (Ord. No. 05-51)	-	-	P	P	P	P	P	P	-	-	-	-
Plumbing, Heating & Air-conditioning Sales and Service	-	-	-	-	-	-	P	-	-	P	P	P
Retail Decorative Rock Sales	-	-	-	-	C	-	P	-	-	P	P	P
Retail Sales of New & Used Merchandise, Indoor, excluding Sale of Automobile, Boats RVs and Motorcycles (Ord. No. 05-36)	-	P	P	P	P	P	P	P	A#	-	-	-
Retail Liquor Store #	-	-	-	-	C	-	C	C	-	-	-	-
Small Merchandise Vendor Carts # (Ord. No. 05-36)	A	A	A	A	A	A	A	A	A	A	A	A
Video Rental Store	P	P	P	P	P	P	P	P	-	-	-	-
Water and Ice Store	-	P	P	P	P	P	P	P	-	-	-	-
INSTITUTIONAL												
Art Gallery	P	P	P	P	P	P	P	P	-	-	-	-
Cultural Institutions	P	P	P	P	P	P	P	P	P	-	-	-
Day Care Centers or Pre-school Centers #	P	P	P	P	P	P	P	-	-	-	-	-
Group Care Facility or Community Residential Facility # (Ord. No. 05-58A)	-	-	-	-	C	-	P	P	-	-	-	-
Homeless Shelter & similar uses	-	-	-	-	-	-	-	-	-	-	P	P
Libraries and Museums	P	P	P	P	P	P	P	P	-	-	-	-
Non-profit Social services #	P	P	P	P	P	P	P	P	P	P	P	P
Nursing or Convalescent Home, Long term Care Facility #	P*	P*	-	-	C	-	P	P	-	-	-	-
Public Buildings #	P	P	P	P	P	P	P	P	P	P	P	P
Public/Private Schools, College and University Facilities excluding College & University Campuses # (Ord. No. 05-58A)	P	P	P	P	P	P	P	P	P	P	P	P
Public Utility Buildings, Structures, Uses, Facilities and Equipment #	P	P	P	P	P	P	P	P	P	P	P	P
Religious Institutions & similar places of worship #	P	P	P	P	P	P	P	-	-	-	-	-
Substance Abuse Detoxification & Treatment Centers	-	-	-	-	-	-	C	-	-	P	P	P

P = Permitted Use
C = Permitted Conditional Use. Conditional Use Permit required. See Article 14-39-10.
A = Accessory use
* = Any uses located within 200 feet of a residential district shall be subject to a Conditional Use Permit (Ord. No. 05-58A)
# = Subject to special limitations (see the following section 14-9-5)
- = Not Permitted

DEVELOPMENT STANDARDS — COMMERCIAL

Permitted principal uses shall be as follows:

Any principal use permitted in the PC-2 district with the addition of the following:

A. Gas service stations, including automatic car washes, such as lubrication facilities; tire repair and/or replacement and wheel balancing and alignment; muffler repair or replacement; brake service, repair or replacement provided:
   1. No outdoor displays other than of merchandise normally sold from the premises during normal business hours. No outdoor storage shall be permitted.
   2. All yard requirements for principal building and exterior design shall be compatible with that of other buildings in any complex within which said building is located.

Permitted, Permitted Conditional, Accessory Uses and General Regulation will be in accordance with the existing City of Peoria Zoning Ordinance for the PC-2 Planned Neighborhood Commercial District, with the exception of Parcel 1B. Veterinarian Clinics will be allowed as a Conditional use only to correspond with the requirements of the C-2 Zoning District. A Donation Center will be allowed as an accessory use to a Used Merchandise Retail store located only on Parcel 14, subject to obtaining a Conditional Use Permit. A Donation Center is subject to the use limitations within Section 14-9-5 of the Zoning Ordinance.

Buildings located on Parcel 1B shall not exceed a maximum height of 25' per the City of Peoria General Plan.

Minimum Setback and other property development standards required within this district will correspond with the C-2 district.

The P.A.D. district requires that building setbacks from all property lines which form the perimeter of the P.A.D. shall be no less than 20'.

SIGNAGE STANDARDS

All signage shall follow the current City of Peoria Zoning Ordinance, except for modifications as follows:

A. Commercial Parcel #14
   1. Free-standing monument signage shall be permitted as follows:
      a. Two multi-tenant freestanding monument signs and one single-tenant freestanding monument sign shall be permitted along the Lake Pleasant Parkway frontage of commercial parcel #14 as shown in Appendix B — SIGNAGE.

wall or structure consisting of a minimum height of ten (10) feet, or as otherwise approved by the Planning and Zoning Commission. Additional screening from elevated roadways may be required, such as canopies, berming, or other design solutions.

b. Doors of the storage areas shall not front on any public street.

c. Only storage shall be permitted. No sale of goods, materials or other tangible or intangible property from the facility or any part thereof shall be permitted. No activities conducted on the premises, whether related to the stored items or otherwise. The sale of insurance by the operator on goods stored therein or the sale by the operator of items used in connection with the storage of goods at the site shall not be prohibited.

d. No hazardous or flammable materials, as defined in the Peoria City Building Code, shall be stored in such facility.

e. The City may exempt any structure from side and rear yard setbacks, except in circumstances where the site devoted to such use abuts a residential use or residentially-zoned vacant property. In such cases, the setback for the site boundary abutting the residential district shall be no less than thirty (30) feet.

f. All direct vehicular access shall be from an abutting arterial street.

g. The locations of the driveways, wall, landscaping, and buildings shall be so arranged as to minimize traffic disruptions.

h. A wall with a minimum height of six (6) feet and a landscaping buffer in accordance with Section 14-35-4.A.3, or as approved by the Planning and Zoning Commission, shall be constructed along the site boundary devoted to such use where abutting a residential use or residentially-zoned vacant property.

i. All vehicle storage shall be limited to hard surfaced areas.

j. Lighting shall be directed toward the site and shall not cause undesirable glare to nearby residential properties.

2. Recycling Collection Facility and similar establishments shall not be engaged in any processing or compounding to reform materials into a useable state. The Planning and Zoning Commission may require screening, landscaping, and the restriction of use/materials to enclosed structures.

3. Research Laboratories whose principal function is basic research, design and pilot or experimental product development shall have all activities conducted within a completely enclosed building.

E. General Retail (Ord. No. 03-171 & 11-03)

1. Donation Centers shall be subject to the following conditions:

a. Donation drop off shall be limited to business hours only.

b. Drop off location shall be at the rear of the building and shall be fully screened from view.

c. No drop off items shall be stored outside the screened area.

2. Pet Shops, including commonly associated accessory uses such as grooming, veterinary care, training, pet day camp services and the boarding of household pets, shall be subject to the following conditions: (Ord. No. 06-16)

a. Veterinarian and grooming services shall be restricted to the care and treatment of small animals during regular business hours.

b. The commercial breeding of animals shall be prohibited. (Ord. No. 06-16)

c. All activities shall be completely contained within enclosed buildings; the building shall be designed and constructed to achieve a Sound Transmission Control Value of 50 or greater.

d. All refuse shall be stored within a completely enclosed building.

e. Outdoor runs or exercise pens shall be prohibited.

f. Overnight boarding services for household pets may be operated as an accessory use, provided no more than twenty-five percent (25%) of the total square footage of the establishment may be used as sleeping quarters for the boarded pets; and the area shall be constructed, maintained or operated so that the smell of the boarded animals does not create a nuisance off-site. (Ord. No. 06-16)

3. Indoor retail sales of new and used merchandise excluding sale of automobiles, boats, RVs, and motorcycles as an Accessory Use within the BPI Zoning District shall be no greater than 20% of the overall gross floor area (G.F.A.) of the establishment and shall not exceed 1,000 square feet in area.

4. Permissible consumer Fireworks Sales shall be subject to the following conditions: (Ord. No. 2011-03)

a. Signage shall be displayed at the point-of-sale in accordance with Peoria City Code Section 9-49.

b. Sales may only occur in buildings classified with a mercantile building occupancy code.

F. Institutional Uses

1. Day Care Centers or Pre-school Centers shall be permitted in accordance with State Department of Health Care Services regulations. (Ord. No. 83-16)

Exhibit E

Citizen Participation Final Report

Z12-0003 & CU12-0009

Goodwill Store

Northeast Corner of
83rd Avenue and Lake Pleasant Parkway

Prepared by:

Withey Morris, PLC
2525 East Arizona Biltmore Circle
Suite A-212
Phoenix, Arizona 85016

Submitted on:
July 19, 2012

RECEIVED
JUL 2012
CU12-0009
Z12-0003

1. Project Description

In March 2012, Goodwill opened a new store located at the northeast corner of 83rd Avenue and Lake Pleasant Parkway in the City of Peoria (the "Property") located within an existing commercial shopping center in the approved Fletcher Heights PAD. Goodwill desires to have a donation area to accept donations. For this purpose, a PAD amendment was filed to permit a donation center as an accessory use in the PC-2 district within the Fletcher Heights PAD subject to approval of a Conditional Use Permit. It is the request of this application that a "donation center" be permitted on Parcel 14 within the Fletcher Heights PAD commercial districts subject to approval of a Conditional Use Permit.

Concurrent with this application is a request for a Conditional Use Permit to allow a "donation center" within the proposed Goodwill retail store. The Property is currently used for commercial purposes and encompasses over seventeen (17) acres. The applicant has operated a Goodwill store as a tenant in this shopping center since 2012 without incident. The Goodwill store provides a neighborhood use within an existing retail center that is beneficial to and convenient for the area residents.

The Donation Center will be subject to the use limitations within Section 14-9-5 of the Zoning Ordinance. The donation area is located behind the store and is adequately buffered by the storage unit complex directly east of the Goodwill location. Donors are greeted within 30 seconds and their donations are unloaded by an attendant. Donations are brought into the store and sorted into bins. There will be no outdoor storage or processing permitted. Donations will be accepted during store hours Mon-Sat. 9 am – 9 pm, Sun 10 am – 6 pm.

The store will be monitored 24 hours a day by an interactive monitoring system. After hour donations are prohibited and violators will be vocally warned through a speaker system that after hour donations are not permitted. Any after-hours donations are immediately picked up by the Goodwill Security Team within 2 hours to maintain a clean and orderly site. All donation boxes owned by other companies will be removed from the parcel occupied by Goodwill.

2. Citizen Participation Plan Overview

For this request, the Planning Department determined that a notification letter and a neighborhood meeting would be the most appropriate public notification technique for this proposal. A notification letter describing the application and inviting the recipient to a neighborhood meeting was mailed out. The notification letter was sent to Homeowners Associations within 1 mile and all property owners within 600' of the Property. A copy of the Notification Letter is attached at **Exhibit 1**. The Notification letter was mailed June 30, 2012.

An outlined map of the notification area is attached as **Exhibit 2**. The map meets the City of Peoria ordinance requirements since it includes all property owners within 600' of the shopping complex property – not just from the subject parcel. In addition all neighborhood associations and community associations within one mile were notified. In total, 202 individual letters were mailed. See Mailing List attached as **Exhibit 3**.

All persons listed on the mailing list received a letter prepared by the applicant describing the project and the proposed donation drive thru use sent by first class mail. The letter included a general explanation of the desired use of the donation area and the name and contact information for the applicant if the public had any questions or comments.

The letter also invited members of the public to attend an open house meeting to obtain additional information. The open house was held on July 16, 2012 at the Mt. Zion Lutheran Church located at 8902 West Deer Valley Road, in Peoria. The meeting began at 6:00 p.m. Present at the open house was the applicant and various Goodwill representatives. No members of the public attended the open house.

3. Public Response

The applicant received two phone calls about the project when the City mailed postcards immediately after the application filing in June. The two callers had misinformation about Goodwill. The applicant informed them that a Goodwill store is an existing use which is permitted by right, and that the purpose of the request was to simply permit a donation area as part of the use. The applicant explained the operations and that there would be no outdoor storage or processing. The callers obtained a better understanding about the project.

The applicant did not receive a single inquiry, phone call or email when the notice letters were mailed out inviting neighbors to attend the open house meeting. Again, 202 letters were mailed which did not generate any applicant inquiry.

The staff Planner received one email from a resident who was opposed to second hand stores in general. The resident felt that second hand stores should not be permitted in the City of Peoria and not close to his neighborhood. Staff did not provide the contact information and the applicant was unable to contact the resident to clarify any confusion or misperception they may have about Goodwill.

The applicant regularly updated representatives from the Fletcher Heights HOA about the proposal and the status of the project. The Fletcher Heights HOA is not opposed to the application. The applicant has also spoken with multiple residents at the store location who have expressed an interest in donating goods and identified a clear demand by area residents.

4. Summary

It is not surprising that there was minimal response from the public about the application. The existing use has operated at this location for nearly five months and the request merely allows the store to collect donations in the back of the building, in an area buffered by the adjacent mini storage center. It is also important to note that the site currently has multiple donation boxes in the parking lot fronting the roadways. These donation boxes are owned by private, for-profit companies, and are not associated with Goodwill. On many occasions, the donations are left outside and next to the boxes for many days.

Unlike the other donation boxes, the approval of this request for Goodwill will provide a better donation area than what is currently on site. The use is constantly monitored, cleaned, and attended unlike the donation boxes in the parking lot. All items are stored and processed indoors. Lastly, the approval of the Goodwill donation area will include stipulations that the other existing donation boxes must be removed from the Goodwill parcel.

WITHEY MORRIS PLC
ATTORNEYS AT LAW

June 30, 2012

Re: Goodwill store at the northeast corner of Lake Pleasant Parkway and 83rd Avenue

Dear Property Owner and/or Neighborhood Organization:

Our firm represents Goodwill of Central Arizona in connection with the Goodwill store located at the northeast corner of 83rd Avenue and Lake Pleasant Parkway as shown on the enclosed map. As you are aware, Goodwill recently filed a PAD amendment and Conditional Use Permit application with the City of Peoria in order to permit a donation center at this location. The purpose of this letter is to introduce ourselves and let you know our plans for store.

As one of the oldest and largest non-profit agencies in Arizona, Goodwill of Central Arizona is nationally recognized as the leader in empowering people to achieve their highest level of personal and economic independence. The operating revenue for this charitable organization is generated primarily from the clothing and household goods that are sold in their over 50 retail stores and gathered from their donation centers. In the last ten years, Goodwill has made great strides in upgrading their stores to compete in the retail store market. Goodwill's retail stores have undergone dramatic changes and are mandated to be kept clean, bright and organized.

Like all other Goodwill stores, a donation center is an important accessory use as part of the overall store operations. Individuals will be able to drop off used household items. The Goodwill Retail Store model allows staff members to come to the donor's vehicle within 30 seconds, collect the donations, and take all donations into the stores immediately. This Goodwill location will offer 24-hour video surveillance of both the interior and exterior of the store. The Goodwill donation center will provide a neighborhood use within the existing retail center that will be beneficial to and convenient for the area residents.

In order to more fully explain this proposal, we have scheduled an open house for all property owners who live in the immediate area.

Date:	July 16, 2012
Time:	Drop by anytime between 6:00 p.m. - 7:00 p.m.
Place:	Mt. Zion Lutheran Church
Location:	8902 West Deer Valley Road, Peoria, AZ

If you cannot attend for any reason we would be happy to meet with you or a small group of your neighbors separately at your convenience. You may reach me at (602) 230-0600 or by e-mail at adam@witheymorris.com. Thank you for your courtesy and consideration.

Sincerely yours,
WITHEY MORRIS PLC

By [redacted]
Adam Baugh

Enclosure

Goodwill

Rose Garden Ln
85th Ave
86th Dr
88th Ave
89th Ave

Exhibit F.1

Ed Boik

From: Mike Prior [redacted]
Sent: Wednesday, July 11, 2012 9:27 PM
To: Ed Boik
Subject: Goodwill #CU12-0009

Dear Mr. Boik,

As a resident of the nearby Goodwill, I wanted to let you know I am strongly opposed to the idea of a "donation drop off" at the Goodwill store for a variety of reasons.

1) I used to live in a neighborhood that was doing fine, and then a Savers moved in. You can drive by 35th and Bell and see the Savers "drop off area" is nothing more than a dump. While the Goodwill store is proposing it will be in back of the store, it will still lead to people dumping junk in our neighborhood.

2) The idea of a Goodwill store being in our neighborhood is embarassing. I understand they are trying to change their image, but unfortunately they will drag down property values and attract pay day lenders.

3) While this request may be comercially beneficial to Goodwill Enterprises, I cannot fathom how it will benefit this fine Peoria community.

I don't like the idea of Goodwill being in our neighborhood, but we didn't get to vote on that. The last thing I want is a Goodwill dump in our neighborhood.

Sincerely,

Michael

Exhibit F.2

From: Stephanie Haholy [redacted]
Date: September 10, 2012 4:20:37 PM PDT
To: Joan Evans <Joan.Evans@peoriaaz.gov>

Subject: GOODWILL ZONING AMENDMENT FOR DROP OFF LOCATION

Ms. Evans - I wanted to thank you again for speaking to me last week about the Goodwill's request for an amendment to become a drop off location. I also appreciate you taking the time to drive around the area and look at other issues and concerns. Unfortunately, I will not be able to attend the 13th public meeting as I have a Board meeting for a non-profit that I serve on and will be appointed the Vice President that evening. I am still very much opposed to this amendment and for this to become a drop off site, especially since they have not acted in good faith and have been receiving donations as a drop off location prior to being approved for doing so - as a member of the non-profit community, active community volunteer and Peoria resident - this is unacceptable behavior from business in my neighborhood.

Please add me to your mailing list for newsletters and district events

ORDINANCE NO 2012-22

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING A PLANNED AREA DEVELOPMENT (P.A.D.) ZONING DISTRICT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on September 13, 2012 in zoning case Z 93-10A.7 in the manner prescribed by law for the purpose of considering an amendment to zoning district of the subject parcel as described below by including Donation Center as a conditional use, as provided in Section 14-33 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on August 24, 2012; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation amending the zoning district of the property as described on Exhibit A as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibit A to this Ordinance, is hereby amended to include Donation Center as a conditional use.

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following.

1. Development shall adhere to provisions of the revised Standards and Guidelines Report, included as part of the project narrative of this report dated September 13, 2012 (Exhibit D).

2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z 93-10 (Fletcher Heights) and all subsequent amendments to that case.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above (Exhibit B).

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 23rd day of October, 2012.

_____
Bob Barrett, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Publication Dates: October 26, 2012 and November 2, 2012
Effective Date: _____

EXHIBIT A
LEGAL DESCRIPTION

Parcel No. 1
Lot 5, Fletcher Heights Marketplace, according to Book 601 of Maps, Page 34, records of Maricopa County, Arizona.

Parcel No. 2
A non-exclusive easement for roadways, walkways, ingress, egress and parking as set forth in Declaration of Easements With Covenants and Restrictions recorded August 13, 2001 in Instrument No. 2001-0742130

EXHIBIT B
MAP

Z93-10A.7 Zoning Map

Z93-10A.7 Major PAD Amendment

Applicant: Withey Morris, PLC / Goodwill Industries of Central Arizona

Request: Major PAD amendment to allow donation center drop-off

Location: Northeast corner of 83rd Ave and Lake Pleasant Pkwy

N

Not to Scale

CITY OF PEORIA

EXHIBIT C

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11R

Date Prepared: September 17, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning & Community Development Director

THROUGH: Susan J. Daluddung, AICP, Deputy City Manager

SUBJECT: GPA12-0006 – Sunset Ranch 2

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for a minor amendment to the General Plan Land Use Map for approximately 9.67 acres from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac).

Background/Summary:

The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 9.67 acres of land located east of Lake Pleasant Parkway and accessed from Williams Road, which is ½ mile between Deer Valley and Pinnacle Peak Roads. The amendment would change the current Residential Estate designation (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac) to allow for the expansion of the Sunset Ranch 2 single-family residential development (Woodside Homes) with approximately 29 new home sites on the area identified as Parcel E on the attached development plan (Exhibit D of the P&Z Staff Report). This request is accompanied by a major Planned Area Development (PAD) amendment (case Z05-25A.3)

The Residential Low land use category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. The category is intended to provide for increased density range while still maintaining a detached single-family home character. Suitability is determined on the basis of location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns, and natural or man-made constraints.

Existing and planned developments in this vicinity, particularly south of Pinnacle Peak Road, do not follow a pattern of rural, large-lot single family land uses that is envisioned by the existing Residential Estate land use category. The transportation corridor of Lake Pleasant Parkway, a restricted-access major arterial roadway, plus the development of non-residential uses in the surrounding area (e.g. Pinnacle Peak Public Safety Facility and recent parking lot expansion,

Wealth Management office building, Candeo charter elementary school, and recently approved Chateau Sous Le Soleil skilled nursing and assisted living facility) present on Lake Pleasant Parkway in close proximity to the site make it much less compatible with larger-lot single family residential. In addition, directly north of this site there are small 2-5 acre parcels, with fractured ownership, that are not conducive to a well planned large lot residential development. This proposal will also allow for a single-family development character that is similar to the approved master planned community of the Meadows which is adjacent to this site on the east.

It is staff's assessment that the proposed amendment creates for a logical expansion of the Residential Low land use category in an area that is transitioning from large lot residential to non-residential and smaller lot developments. The proposed Residential Low designation will support the associated PAD amendment request and the continuation of the well developed Sunset Ranch 2 single-family residential development while maintaining a density of 2.94 which is below the target of 3 du/ac for the Residential Low category.

Previous Actions:

This amendment has been subject to the City's Minor General Plan Amendment process. A public hearing was held for this item at the September 13, 2012 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a **5-0** vote.

A public hearing was held at the same meeting for a related major Planned Area Development application (Z05-25A.3) for the Sunset Ranch 2 development.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's September 13, 2012 unanimous recommendation (5-0) to approve Case GPA 12-0006.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

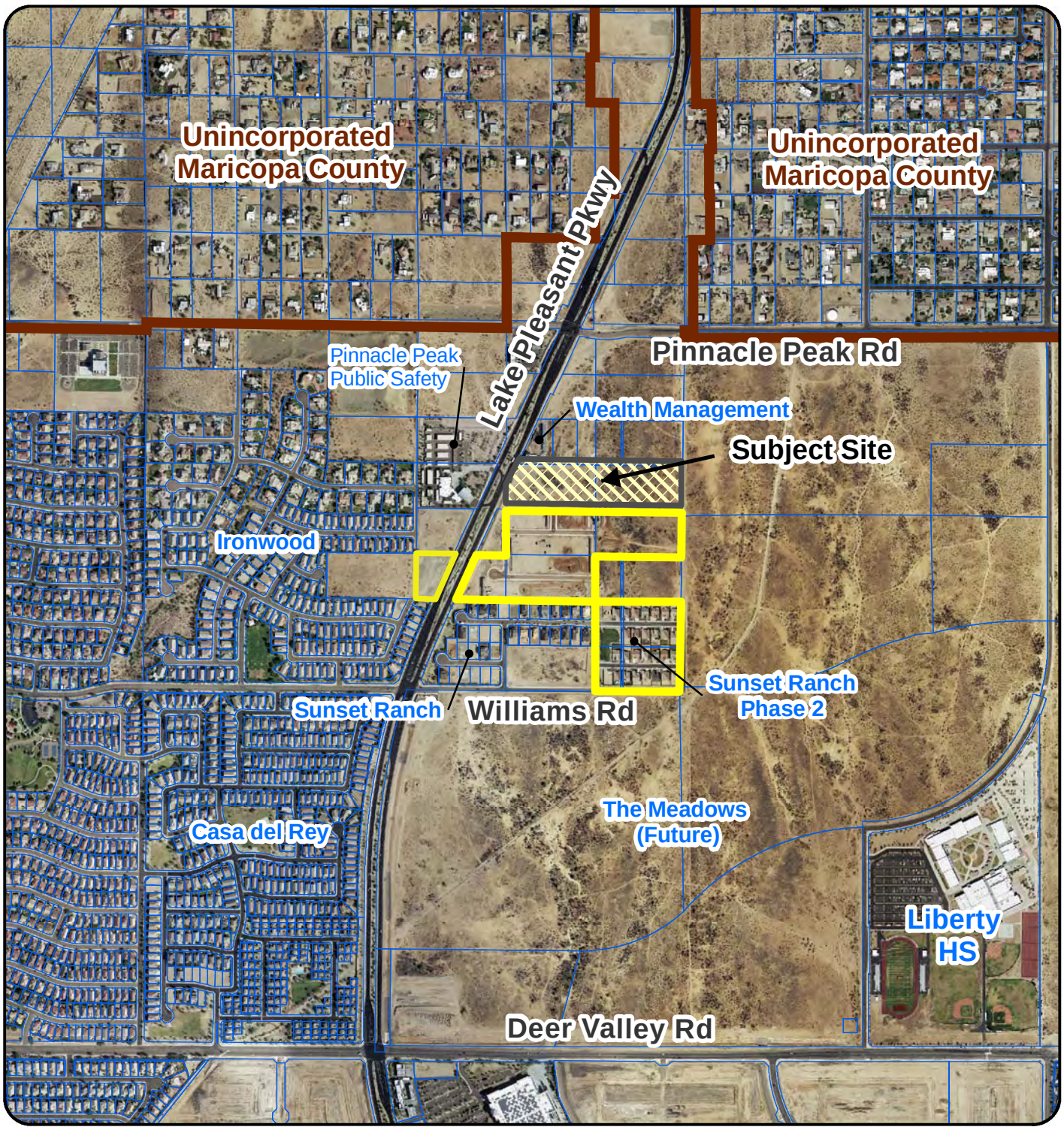
No further action would be necessary should the City Council take action to approve this application.

Exhibit(s)

Exhibit 1: Vicinity Map
Exhibit 2: September 13, 2012 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 3: Draft Resolution

Contact Name and Number: Robert Gubser, AICP, Principal Planner, x 7405

GPA12-0006 Vicinity / Context Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

Location: North of Williams Rd and Lake Pleasant Pkwy

N

Not to Scale

CITY OF PEORIA
ARIZONA
1954

EXHIBIT 1

MINOR GENERAL PLAN AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: GPA 12-0006

DATE: September 13, 2012

AGENDA ITEM: 5

Applicant:	Silver Fern Management, LLC for Woodside Encore at Sunset Ranch, LLC
Request:	A Minor Amendment to the City of Peoria General Plan for approximately 9.67 acres from Residential-Estate (0-2 du/ac) to Residential-Low (2-5 du/ac).
Proposed Development	Sunset Ranch 2 – Parcel E: The conceptual development plan proposes an additional 29 residential lots to be incorporated into the Sunset Ranch 2 development.
Location:	The property is located north and east of Lake Pleasant Parkway and Williams Road.
Site Acreage	9.67 acres
Support / Opposition:	Staff has received one phone call in support and no correspondence in opposition to this request.
Recommendation:	Recommend approval of case GPA 12-0006 to the City Council

AREA CONTEXT

Table 1: *Existing Land Use, Future Land Use, Current Zoning (Exhibits B and C)*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant**	**Residential-Estate (0-2 du/ac, target 1 du/ac)**	**AG - Agriculture**
North	Wealth Management Office Bldg and vacant	Residential-Estate (0-2 du/ac, target 1 du/ac) and Office	Planned Area Development (PAD-Office) and AG
South	Residential – Sunset Ranch 2 Parcels A & C	Residential-Low (2-5 du/ac, target 3 du/ac)	PAD – Single-Family Residential
East	Vacant	Residential-Estate (0-2 du/ac, target 1 du/ac.)	Planned Community District (PCD –The Meadows)
West	Lake Pleasant Pkwy, then the Pinnacle Peak Public Safety Facility	Residential-Estate (0-2 du/ac, target 1 du/ac)	AG - Agriculture

PROJECT DESCRIPTION

1. The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 9.67 acres of land located east of Lake Pleasant Parkway and accessed from Williams Road, which is ½ mile between Deer Valley and Pinnacle Peak Roads. The amendment would change the current Residential Estate designation (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac) to allow for the expansion of the Sunset Ranch 2 single-family residential development. The proposed land use change will allow for approximately 29 new home lots on the area identified as Parcel E on the attached development plan (Exhibit D).

2. This request is accompanied by a rezoning application for a major amendment to the Sunset Ranch 2 Planned Area Development (case Z05-25A.3) and preliminary plat (case P12-0006). Both of these applications address a larger expansion of the Sunset Ranch 2 development incorporating the addition of 5 parcels of land totaling 19.72 acres, which includes the 9.67 acres of the GPA. As envisioned with these three applications, the Sunset Ranch 2 development will be a total of 156 lots over 53 acres for a projected density of 2.94 du/ac. It should be noted that the developer is attempting to acquire additional property in the area to include in Sunset Ranch 2. Future amendments may be forthcoming.

LAND USE BACKGROUND

Annexation Ordinance 81-53

3. In 1981, the Mayor and City Council adopted *Ordinance 81-53*, thereby annexing the subject property and surrounding areas. Later, through the initial zoning process, the property was designated as AG Zoning.

Rezoning (Case Z 05-25)

4. On February 7, 2006, the City Council approved the rezoning for Sunset Ranch 2 (which included the west half of the subject site) from General Agricultural (AG) to PAD. This PAD established guidelines to develop an 86-lot single-family residential development on 33 acres.

Rezoning (Case Z 05-25A.1)

5. On February 6, 2007, the City Council approved a major amendment to the Sunset Ranch 2 PAD to increase the lot count from 86 to 88 lots and to make minor modifications to the internal circulation pattern.

Rezoning (Case Z 05-25A.2)

6. On July 27, 2010, Planning Staff administratively approved a Minor PAD amendment modifying the lot depths for eight lots along Williams Road (Parcel B) to accommodate rear wall undulations and street frontage landscaping.

SURROUNDING AREA

7. Proceeding clockwise directly west of the subject site on the opposite side of Lake Pleasant Parkway is the Pinnacle Peak Public Safety Facility. To the north of the amendment area is the Wealth Management office building and vacant land. The ownership group of the vacant land to the north has recently expressed interest in moving forward with a potential GPA and rezone to single-family residential.

8. The Meadows Planned Community Development (PCD) is adjacent to the subject site on the east side of 99th Avenue. Nearest to the site will be two subdivisions containing 7,000 and 24,000 square feet single-family residential lots.

9. Abutting the site to the south is the Sunset Ranch 2 development, with which this site will be combined. As currently planned and under construction, the project is slated for 88 single-family residential lots. To date, 82 of the lots have been sold or are under contract.

DISCUSSION AND ANALYSIS

Minor General Plan Amendment Evaluative Criteria

10. Chapter 14 of the Peoria General Plan ("Plan Administration") directs the City to make an affirmative finding that the proposal substantially demonstrates or exhibits the following evaluative criteria:

    i. The development pattern contained in the Land Use Plan inadequately provides appropriate optional sites for the use or change proposed in the amendment.

ii. The amendment constitutes an overall improvement to the General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

iii. The amendment will not adversely impact the community as a whole or a portion of the community by:
- Significantly altering acceptable existing land use patterns,
- Requiring larger and more expensive improvements to roads, sewer or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,
- Adversely impacting existing uses because of increased traffic on existing systems, or
- Affecting the livability of the area or the health and safety of the residents.

iv. That the amendment is consistent with the overall intent of the General Plan and other adopted plans, codes and ordinances.

Existing General Plan Land Use Designation

11. The underlying land use designation (Exhibit B) for the subject property is Residential-Estate (0-2 du/ac) with an underlying target density of 1 du/ac. This designation is intended to provide areas where large-lot, from 18,000 sf and larger, single family residential development is desirable or areas of maximized open spaces are sought. This land use designation also provides transitional areas between natural open spaces and residential development.

Request to Designate Site to Residential-Low

12. The request is to change the land use designation for the site to Residential-Low (2-5 du/ac) with a target density of 3 du/ac. This category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. The category is intended to provide for increased density range while still maintaining a detached single-family home character. Suitability is determined on the basis of location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns, and natural or man-made constraints. This category will allow for an extension of the existing Sunset Ranch 2 development pattern and character to occur, while maintaining a density of 2.94 which is below the target of 3 du/ac for the Residential-Low category.

Land Use Transition and Compatibility

13. Over the past several years, a number of properties in this area and adjacent to Lake Pleasant Parkway (between ¼ mile south of Pinnacle Peak Rd to Calle Lejos – which is ½ mile north of Pinnacle Peak Rd) have been planned and built as non-residential uses such as the Pinnacle Peak Public Safety Facility and recent parking lot expansion, Wealth Management office building, Candeo charter elementary school, and recently approved Chateau Sous Le Soleil skilled nursing and assisted living facility. In addition, the four corners of Pinnacle Peak Road and Lake Pleasant Parkway are all zoned Intermediate Commercial (C-2),

with the southwest corner already developed as a Circle K gas station and convenience store. These uses articulate the progression that the Lake Pleasant Parkway corridor is going through in terms of land use changes.

14. The Residential-Estate land use designation extends to the properties to the north and east of the proposed site (Exhibit B). In general, developments in this vicinity, particularly south of Pinnacle Peak Road, do not follow a pattern of rural, large-lot single family land uses. The transportation corridor of Lake Pleasant Parkway, a restricted-access major arterial roadway, located directly west of the property presents the need for alternative land uses in this area. The higher speeds (50 mph speed limit) and considerable traffic (over 24,000 average daily trips) present on Lake Pleasant Parkway adjacent to the site make it much less compatible with larger-lot single family residential.

15. It is staff's assessment that the proposed amendment creates for a logical extension of the Residential-Low land use category. Directly north of this site there are small 2-5 acre parcels, with fractured ownership, that are not conducive to large lot residential. In addition, this proposal will allow for a single-family development character that is similar to the approved master planned community of the Meadows which is adjacent to this site on the east. The proposed Residential-Low designation will support the associated PAD amendment request and the continuation of a well developed Sunset Ranch single-family residential development.

Relevant General Plan Policies and Objectives

16. The applicant has identified goals and policies from the General Plan that support this request (Exhibit E). Staff finds the following goals and objectives particularly relevant:

> Objective 1.M: Provide a diversity of housing types to meet the needs of persons of all income levels and ages.
>
> Objective 1.N: Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.
>
> Policy 1.H.4: Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools, and shopping areas.

CIVIC ENGAGEMENT & NOTIFICATION

Neighborhood Meeting

17. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting. The

applicant notified property owners within 600 feet of the subject site for the required neighborhood meeting, which was held on July 18, 2012 at the City of Peoria Sunrise Mountain Library between 6:15pm and 7:45 pm. Four property owners attended the meeting. Meeting attendees provided several comments that are characterized and addressed in the associated Rezoning case Z05-25A.3. There was no stated opposition to the General Plan Amendment at this meeting.

Public Notification

18. Public notice was provided in the manner prescribed under Section 14.D of the City of Peoria General Plan. Posting of the site was completed within the prescribed 15-30 days prior to the Public Hearing.

Support / Opposition

19. As of this writing, the City has received one phone from the property owner to the north of the Parcel E in support on this request. No opposition has been received to date.

Proposition 207

20. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

21. The proposed amendment supports the following findings:

- The amendment constitutes an overall improvement to the City's General Plan; and
- The proposal provides for a land use category that will allow for a development of compatible scale and intensity as the adjacent residential areas; and
- That the amendment will better reflect the development needs of the area while accounting for the existing built environment; and
- The amendment is in conformance with the Goals, Objectives, and Policies of the Peoria General Plan; and
- That the amendment will not adversely impact the community as a whole or a portion of the community by:
  i. Significantly altering acceptable existing land use patterns,
  ii. Requiring larger and more expensive improvements to roads, sewer or water systems than are needed to support the prevailing land uses and which, therefore, may impact development of other lands,
  iii. Adversely impacting existing uses because of increased traffic on existing systems, or
  iv. Affecting the livability of the area or the health and safety of the residents.

It is recommended that the Planning and Zoning Commission take the following action:

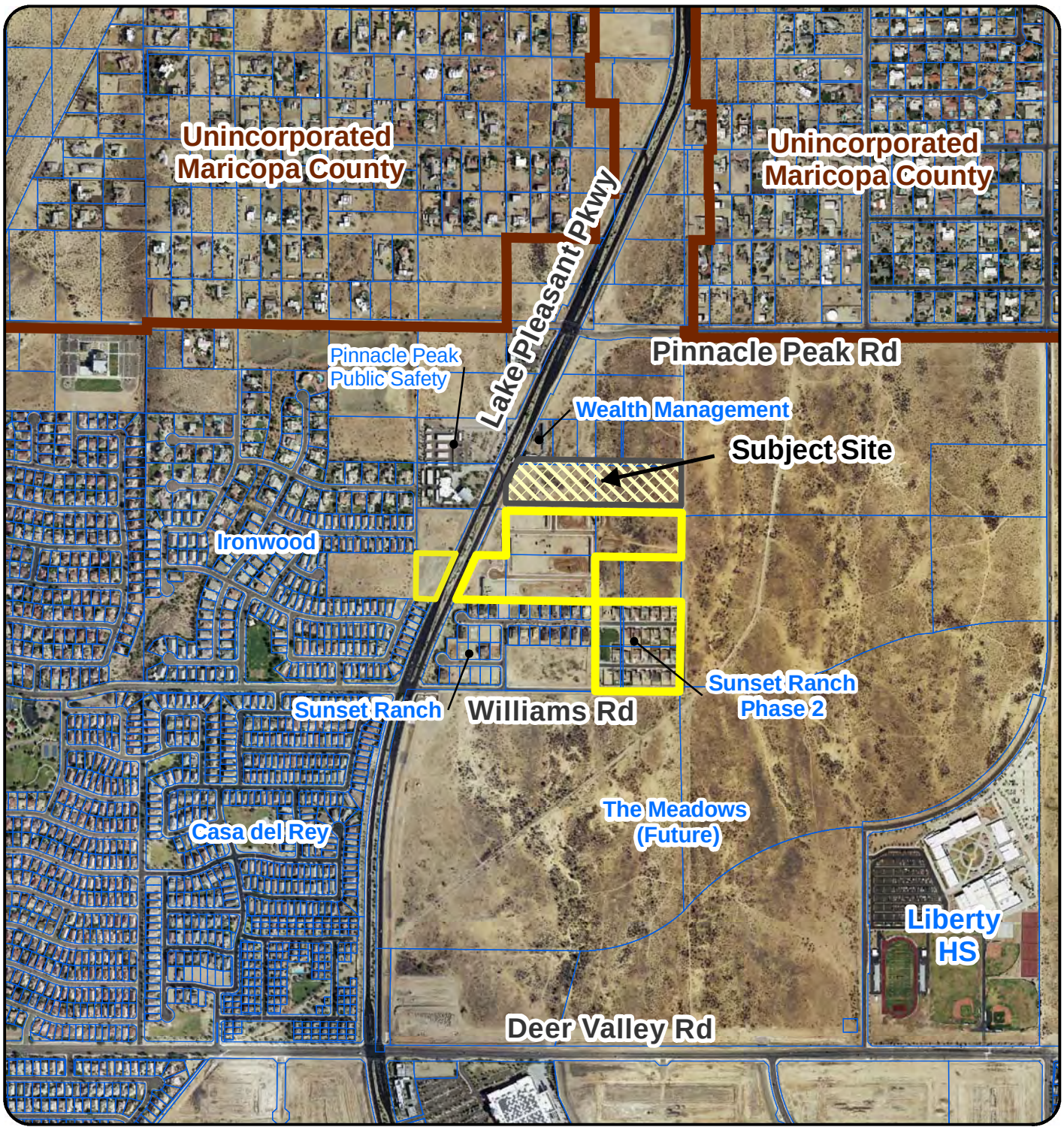
Recommend approval of Case GPA 12-0006 to the City Council.

Attachments

Exhibit A: Vicinity/Context Map
Exhibit B: Existing General Plan Land Use Map
Exhibit C: Proposed General Plan Land Use Map
Exhibit D: Conceptual Development Plan
Exhibit E: Description and Justification for Request Report

Report prepared by:
Robert Gubser, AICP
Principal Planner

GPA12-0006 Vicinity Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

Location: North of Williams Rd and Lake Pleasant Pkwy

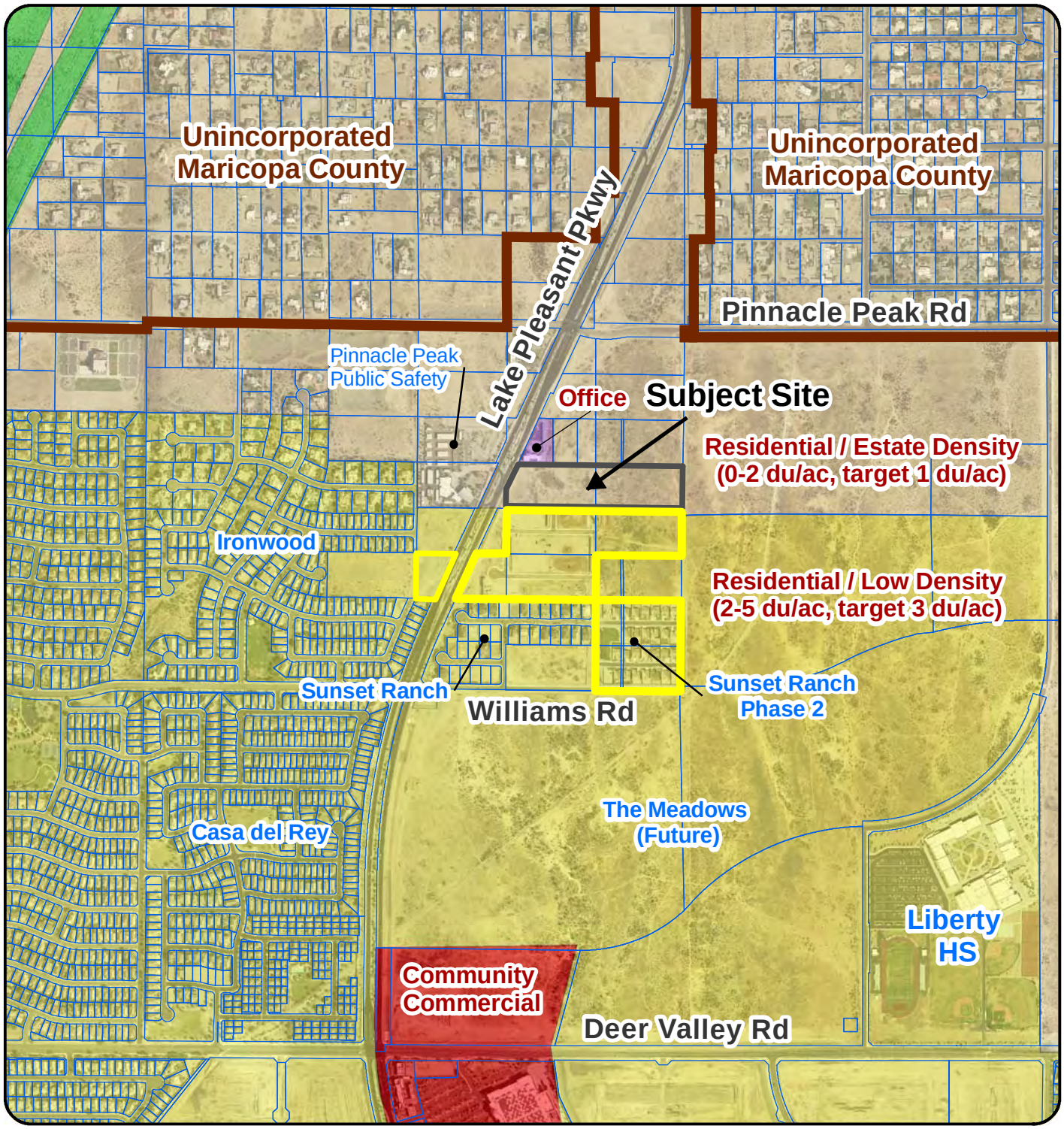
N

Not to Scale

CITY OF PEORIA

EXHIBIT A

GPA12-0006 Existing Land Use Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

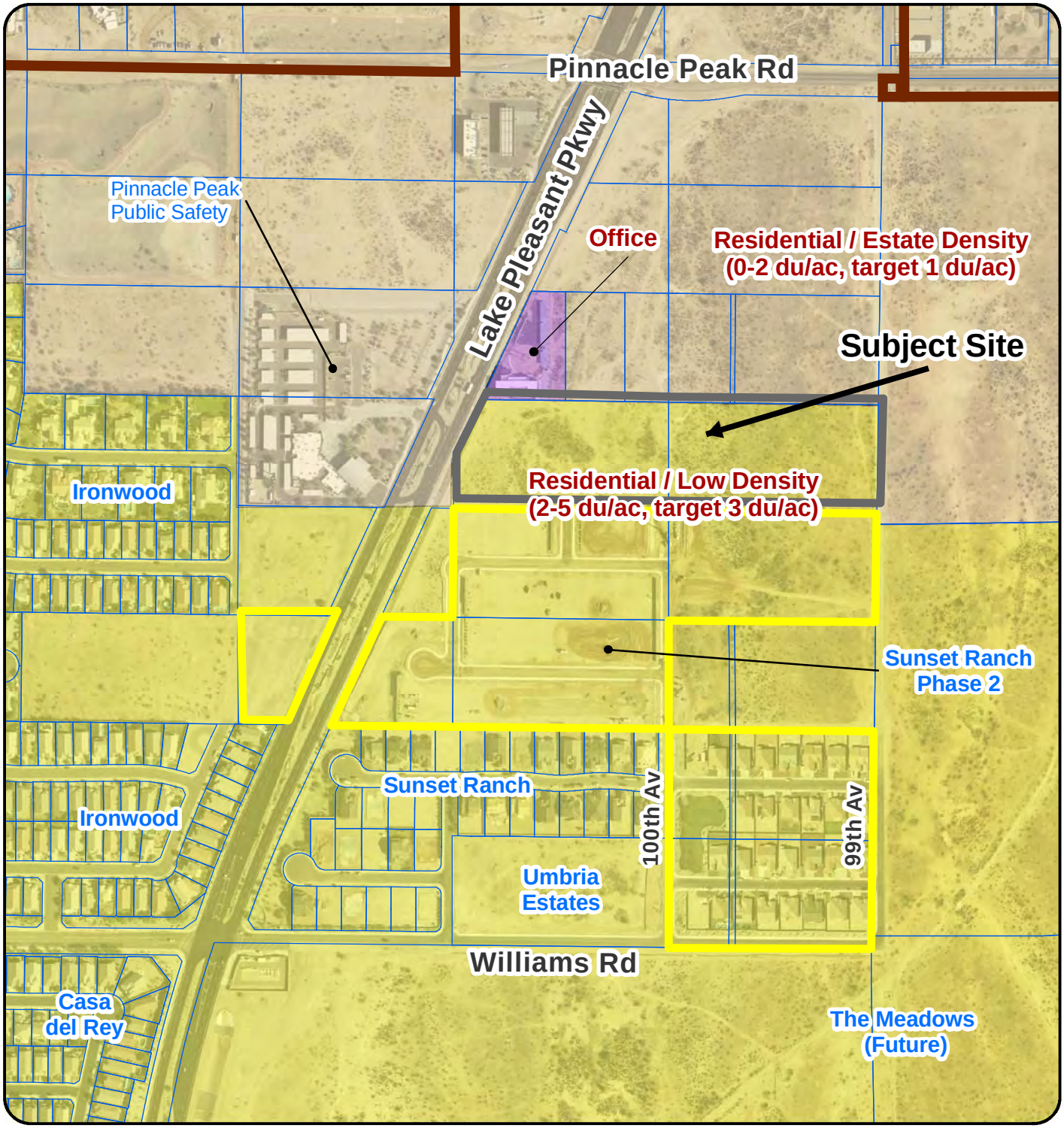
Location: North of Williams Rd and Lake Pleasant Pkwy

N

Not to Scale

CITY OF PEORIA

GPA12-0006 Proposed Land Use Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

Location: North of Williams Rd and Lake Pleasant Pkwy

N

Not to Scale

CITY OF PEORIA

EXHIBIT 3

CITY OF PEORIA FIRE STATION

LAKE PLEASANT PARKWAY

TRACT O

TRACT N

TRACT M

TRACT L

TRACT K

TRACT J

TRACT I

TRACT H

TRACT P

TRACT Q

TRACT R

TRACT A

TRACT B

TRACT C

TRACT D

TRACT E

TRACT F

TRACT G

JESSIE LANE

PATRICK LANE

SUGAR SAND LANE

WIZARD LANE

UMBRIA ESTATES

99th AVENUE

100TH AVENUE

101ST AVENUE

WILLIAMS ROAD

A B C D E F G

Exhibit D

Sunset Ranch II

Peoria, Arizona

DEVELOPMENT PLAN

Bowman CONSULTING

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
SHT 1 OF 1	

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Development Plan.dwg

MINOR GENERAL PLAN AMENDMMENT

For

SUNSET RANCH II

A PLANNED AREA DEVELOPMENT
EAST OF LAKE PLEASANT PARKWAY AND
NORTH OF WILLIAMS ROAD
PEORIA, ARIZONA

Prepared for:
Woodside Encore at Sunset Ranch, LLC
1811 North Alma School Road, Suite 190
Mesa, AZ 85210

Prepared by:
Silver Fern Management, LLC
1960 East Baseline Road, Suite 101
Tempe, AZ 85283

June 13, 2012
Rev: August 10, 2012

Case Number: GPA 12-0006

SUNSET RANCH 2
DESCRIPTION AND JUSTIFICATION FOR REQUEST

1. *Provide a brief description and reason for the requested change.*

Sunset Ranch 2 is a 33-acre, five phase site subject to PAD zoning for single-family residential development since 2005 under Case Number Z-05-25 and is located at northwest corner of 100th Avenue and Williams Road (the "Property"). A Major PAD Amendment was secured in 2006 consistent Peoria General Plan allowing for Low Density Single Family Residential of 2 to 5 dwelling units per acre, with a target 3 du/ac for Phases A though D. The fifth phase, Phase E is located at the northern most boundaries and allows for Estate density with a range of 0-2 dwelling units per acre with a target density of 1 per acre. The overall density of the Sunset Ranch 2 development is 2.94 du/ac.

A Minor PAD Amendment approval was obtained July 27, 2010. Since that time, Phases A and B have been fully developed. Phase C and D are platted, engineered and development has commenced. Phase E (APN 200-10-025A) is preliminarily platted and engineered for 1+ acre lots; however, the final plat has not recorded and development has not commenced. The applicant is seeking to acquire Additional Sites located immediately adjacent to the Property as illustrated in the attached Pre-App Context Plan Exhibit to include in the Property. As part of the General Plan amendment and Rezoning application, the project known as Umbria Estates (located on Williams Rd, parcel 200-10-007A) will be incorporated into the overall Sunset Ranch 2 development. The Preliminary Plat for this project is approved and improvement plan processing is underway.

To provide an aesthetic composition and deliver a sense of continuity to the Additional Sites, the Applicant requests a Minor General Plan Amendment for two parcels with an accompanying Major PAD Amendment to the Property to add the Additional Sites to the exiting community.

- Minor General Plan Amendment - We request a minor amendment to the City of Peoria General Plan on two (2) sites located north of the northwest corner of 99th Avenue and Jessie Lane within and contiguous to the existing Sunset Ranch 2 PAD (see attached Zoning Designation Exhibit). We request a land use designation revision on a 4.916-acre (APN 200-10-052D) site adjacent to the Sunset Ranch 2 community from Residential Estate to Residential Low Density and on Sunset Ranch 2 Parcel E, a 4.75-acre (APN 200-10-025A) from PAD zoning with the Residential Estate land use category to PAD with a Residential Low Density category designation.

  We believe that the requested Minor GPA permitting a Residential Low Density land use designation will provide for more appropriate usage complementing those to the south along Lake Pleasant Parkway, and an appropriate transition for current office building immediately to the northwest and the C-2 zoned property at the SEC of Lake Pleasant Pkwy and Pinnacle Peak Rd. The requested Residential Low Density designation is also compatible with the designated MRD-7 land use (2.62/2.87 du/ac) within Development Unit 8 of The Meadows Conceptual Development Plan immediately to the east. Other properties to the immediate north of the Property and Additional Sites remain vacant land zoned AG.

- Major PAD Amendment – Concurrently with consecutive approval, we request consideration for a Major Amendment to the Sunset Ranch 2 PAD to contemplate revisions to the conditions and standards allowed by this Minor GPA for Parcels 200-10-052D and 200-10-025A, the addition of Umbria Estates with the R1-6 zoning conditions and standards and addition of parcels 200-10-024, 200-10-037A, 037B and 037C.

2. ***If map amendment, indicate the existing and the proposed General Plan Land Use designation(s).***

This is a request for minor amendment to the General Plan Land Use Map from:

Existing General Plan Land Use Designation: Estate Residential as illustrated in attached Exhibit A

Proposed General Plan Land Use Designation: Residential Low Density as illustrated in attached Exhibit B

3. ***In what way does the existing plan inadequately provide suitable alternatives to this request.***

The Property and Additional Sites included in the General Plan Amendment are bound by vacant land zoned AG and the Wealth Management Office Building to north, Lake Pleasant Parkway to the west, 99th Avenue and The Meadows PCD to the east and the Sunset Ranch 2 single family residential community and Williams Road to the south. The Wealth Management International (APN 200-10-036F) property secured approval of a GPA to change the land use designation from Estate Residential to Office and thereafter rezoned the property from General Agriculture to PAD to permit desired office usages on November 05, 2009. Development is complete and the facilities are operational.

The Estate Residential Land Use classification permits 0 – 2.0 dwelling units per acre with a target density of 1.0 dwelling units per acre. Evaluation by applicant of the current General Plan designation shows that the best use of the Property and Additional Sites is a low density single family residential designation to be compatible with surrounding land uses and the general character of residential development in the area. This is further validated by the office use to the north and continued market demand for the product offered within Sunset Ranch 2 community. These elements illustrate that the best use of Phase E and Parcel 200-10-052D is single family residential governed by the Sunset Ranch PAD with a R1-8 zoning standard and the existing R1-6 zoning for Umbria Estates.

4. ***How will this amendment affect the property values and neighborhood stability? Provide supporting and/or case studies.***

The Minor General Plan Amendment and Major PAD Amendment will provide an aesthetic composition and deliver a sense of continuity to the Additional Sites that would otherwise remain undeveloped for an indefinite period of time. The development of the Additional Sites will provide a sense of completion to the Sunset Ranch 2 community while affording a cohesive thematic composition previously not offered by the independent exclusive development of land parcels. Development will also provide consistent maintenance of the Additional Sites through annexation into the Sunset Ranch 2 Association versus dormant land.

5. ***How will this amendment contribute to compatible neighborhood patterns. Provide supporting data.***

As previously noted, development of the Additional Sites under the Sunset Ranch 2 PAD landscaping standards, building setbacks and lot sizing in concourse with the Minor General Plan Amendment further enhances compatible uses. Completion of the internal community and adjacent roadway system contributes and completes the neighborhood pattern. The proposed Residential Low Density land use designation is the most appropriate considering the surrounding land uses and the proximity of the LPP regional transportation infrastructure adjacent to the site.

6. ***How will this amendment contribute to an increased tax base, economic development, and employment opportunities? Provide supporting data.***

Applicant supports as a self-evident proposition that the tax benefit of single family residential on the Additional Sites relative to vacant land undesirable for development as stand-alone or Residential Estate is captured both in terms of property valuation and generation of property tax thereafter. Applicant further submits that additional residential in proximity to the Camino a Lago Marketplace shopping center will provide potential sales tax revenue generated from proximity shopping.

7. ***How will this amendment contribute to the City's goal of achieving balanced housing, shopping, employment and recreational opportunities?***

This area is developed primarily with single-family residential and office/public usages east and west along Lake Pleasant Parkway. Applicant proposes the mechanism to complete the residential development which is adjacent to the Sunset Ranch 2 community; thereby achieving a cohesive balance of single family residential to these infill parcels. The proposed development will have its own open space areas and means of maintenance through the community association thus mitigating the impacts on City recreational open spaces.

8. ***How will this amendment affect existing infrastructure of the area, specifically, the water, wastewater and street system.***

Adequate water and wastewater infrastructure is available to provide service the site. Onsite extension of services will be provided with the development. Access is provided from Williams Road and 99th Avenue. West half street improvements to 99th Avenue will be completed with the development.

9. ***How will this amendment affect the ability of the school district to accommodate the children? Indicate the specific schools to be attended and provide attendance and other date reflecting impacts to the specified schools, and district comments.***

The development is located within the Peoria Unified School District (the "District"). The original developers for Sunset Ranch II entered into a Developer Assistance Agreement with the District. Students within this development east of Lake Pleasant parkway will attend Parkridge Elementary School, and Liberty High School. Students west of Lake Pleasant Parkway will attend Zuni Hills Elementary School. Voluntary contributions are made on a per lot basis to support educational facilities in the Parkridge Elementary service area. The Applicant has contacted Christian Williams at the District

to provide increased density information. Contributions attributed to the Additional Property contemplated in the Minor General Plan Amendment and Major PAD Amendment will be provided. A developer donation agreement that runs with the Sunset Ranch II community has been executed by the Owner.

10. ***Specifically, what elements, Goals, Objectives, and Policies of the General Plan will be affected?***

Below are Objectives and Policies of the General Plan that are supported by the proposed amendment:

Policy 2.1.A.1 Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth

Policy 2.1.H.4 Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools and shopping areas.

Objective 2.1.M Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

Policy 2.1.M.1 Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.

Objective 2.1.N Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.

Policy 2.1.N.1 Require adequate buffering to protect residential neighborhoods from intrusion by incompatible land uses.

11. ***How will this amendment support the overall intent and/or constitute an overall improvement to the General Plan?***

The amendment will afford an overall improvement to the General Plan by providing an appropriate transitional land use while delivering an aesthetic composition and true sense of continuity to the Additional Sites that currently are left as stand-alone small out-parcels with small likelihood for development otherwise. The proposed high quality development will provide solidification of currently undeveloped outparcels bringing an increased tax base while encouraging continued commercial growth in the surrounding area. The current estate residential zoning on the site is not the best use of the property predicated on the immediate northern usages and independent development is unlikely.

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PRE-APP CONTEXT PLAN

SUNSET RANCH II

MARICOPA

PEORIA

PLAN STATUS	
DATE	DESCRIPTION
DESIGN	CRS
DRAWN	
CHKD	
SCALE	H: N.T.S. V: N.T.S.
JOB No.	9620
DATE :	MAY 2012
FILE No.	1
SHEET	1 OF 5

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Pre-app Context Plan.dwg

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Phone: (480) 629-8830

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ZONING DESIGNATION

SUNSET RANCH II

PEORIA

MARICOPA

PLAN STATUS

DATE	DESCRIPTION

DESIGN	DRAWN	CHKD
	CRS	

SCALE H: N.T.S. V: N.T.S.

JOB No. 9620

DATE : MAY 2012

FILE No. 1

SHEET 1 OF 5

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Zoning Designation.dwg

Residential/Estate

Office

IRONWOOD PHASE 3B
110' X 165'

CITY OF PEORIA FIRE STATION

VILLA CHULA

RESIDENTIAL ESTATE

PROPOSED
SUNSET RANCH II
PARCEL E

VILLA CHULA

IRONWOOD PHASE 2A
53' X 115'

JESSIE LN

102ND AV

LAUTERBACH
200-10-049D

LAKE PLEASANT PW

101ST AV

100TH DR

JESSIE LN

EXISTING SUNSET II
RANCH PARCEL C

EXISTING SUNSET II
RANCH PARCEL A

PROPOSED
SUNSET RANCH II
PARCEL G

EXISTING
SUNSET
RANCH II
PARCEL
D

PATRICK LN

PATRICK LN

PROPOSED
SUNSET RANCH II
PARCEL F

RESIDENTIAL LOW DENSITY

RESIDENTIAL LOW DENSITY

EXISTING SUNSET RANCH

DALEY LN

SUGAR SAND LANE

Residential/Low

100TH AV

SUGAR SAND LN

IRONWOOD PHASE 1A
53' X 115'

EXISTING SUNSET II
RANCH PARCEL B

UNTRY CLUB TR

102ND DR

WIZARD LN

101ST AV

UMBRIA ESTATES

WIZARD LN

98TH AV

WILLIAMS RD

RESIDENTIAL
LOW DENSITY

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EXISTING LAND USE

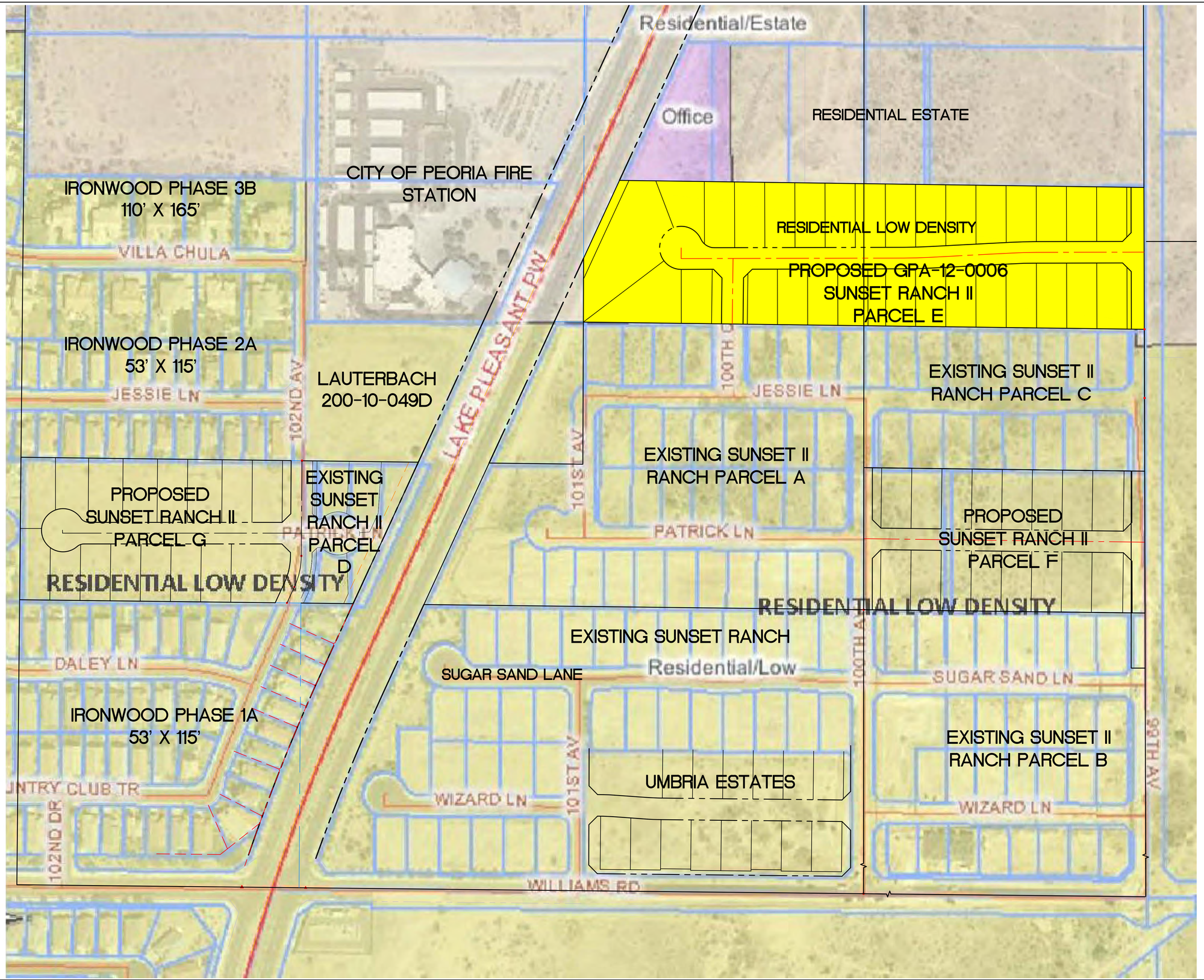
SUNSET RANCH II
EXHIBIT A

PEORIA

MARICOPA

PLAN STATUS	
DATE	DESCRIPTION
DESIGN	CRS DRAWN CHKD
SCALE	H: N.T.S. V: N.T.S.
JOB No. 9620	
DATE : MAY 2012	
FILE No. 1	
SHEET 1 OF 5	

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Existing Land Use.dwg



RESIDENTIAL LOW DENSITY

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PROPOSED LAND USE

SUNSET RANCH II
EXHIBIT B

PEORIA

MARICOPA

PLAN STATUS	
DATE	DESCRIPTION
DESIGN	CRS DRAWN CHKD
SCALE	H: N.T.S. V: N.T.S.
JOB No.	9620
DATE :	7/31/2012
FILE No.	1
SHEET	1 OF 5

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Proposed Land Use.dwg

RESOLUTION NO. 2012-123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

WHEREAS, the General Plan heretofore adopted by the City of Peoria, Arizona provides for periodic review and amendment;

WHEREAS, the City of Peoria is required to follow the procedures of A.R.S. 9-461.06 in adopting any amendments to the General Plan; and

WHEREAS, the Peoria Planning and Zoning Commission, after due and proper notice as required by law, held a public hearing regarding amendment number GPA 12-0006, on September 13, 2012; and

WHEREAS, after such public hearing and consideration of GPA 12-0006, the Peoria Planning and Zoning Commission recommended adoption of GPA 12-0006 on September 13, 2012, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said case number GPA 12-0006 was transmitted to the Mayor and Council of the City of Peoria prior to the meeting of October 23, 2012; and

WHEREAS, after notice in the manner and form provided by law, a public hearing regarding case number GPA 12-0006 was held by the City Council on October 23, 2012, as required by A.R.S. 9-461.06; and

WHEREAS, after due and proper consideration of such GPA 12-0006, the Mayor and Council of the City of Peoria, Arizona have found that GPA 12-0006 will properly aid in the orderly growth and development of the City of Peoria, Arizona.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AS FOLLOWS:

Section 1. Amendments to the Peoria General Plan

1. The City Council of the City of Peoria, Arizona, does hereby accept and adopt amendment number GPA 12-0006, amending the Land Use Map of the Peoria General Plan, for the area described in Exhibit A1-A2.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 23rd day of October, 2012.

_____
Bob Barrett, Mayor

Date Signed_____

ATTEST:

_____
Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

EXHIBIT A1

LEGAL DESCRIPTION
SUNSET RANCH II
PARCEL E

THE SOUTH HALF OF THE SOUTHWEST 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;

EXCEPT ALL THAT PART OF THE SOUTH HALF OF THE SOUTHWEST 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, WHICH LIES WITHIN A STRIP OF LAND 130 FEET IN WIDTH, BEING FIFTY-FIVE FEET WIDE ON THE NORTHWESTERLY SIDE AND 75 FEET WIDE ON THE SOUTHEASTERLY SIDE (BOTH MEASURED AT RIGHT ANGLES) OF THE APPLICABLE PART OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH LIES SOUTH 89 DEGREES 43 MINUTES 48 SECONDS WEST (ASSUMED BEARING), 2,260.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA;

THENCE NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, 5,303.31 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20, WHICH LIES SOUTH 89 DEGREES 54 MINUTES 47 SECONDS WEST, 2,279.95 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 20;

THENCE CONTINUING NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, 1,250.72 FEET TO THE POINT OF CURVE OF A 01 DEGREE 15 MINUTE 00 SECOND CURVE CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 24 DEGREES 08 MINUTES 32 SECONDS AND A TANGENT OF 980.23 FEET;

THENCE NORTHERLY 1,931.38 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF;

THENCE NORTH 24 DEGREES 18 MINUTES 55 SECONDS EAST 2,360.53 FEET TO A POINT ON THE NORTH LINE OF SECTION 17 OF SAID TOWNSHIP AND RANGE, WHICH POINT LIES NORTH 89 DEGREES 34 MINUTES 17 SECONDS WEST, 843.59 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE CONTINUING NORTH 24 DEGREES 18 MINUTES 55 SECONDS EAST, 1,693.32 FEET TO THE POINT OF CURVE OF A 04 DEGREE 00 MINUTE CURVE CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 24 DEGREES 49 MINUTES 47 SECONDS AND A TANGENT OF 315.32 FEET;

THENCE NORTHERLY 620.74 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF, SAID POINT BEING ON THE EAST LINE OF SECTION 8 OF SAID TOWNSHIP AND RANGE;

THENCE NORTH 00 DEGREES 30 MINUTES 52 SECONDS WEST, 3,126.67 FEET ALONG SAID EAST LINE OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SAID SECTION 8, AS SET FORTH IN FINAL DECREE IN CONDEMNATION RECORDED IN DOCKET 10495, PAGE 87.

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT.

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, A DISTANCE OF 987.46 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE NORTH 89 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 649.86 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 01 MINUTE 45 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, DISTANCE OF 329.53 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE NORTH 89 DEGREES 15 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, A DISTANCE OF 650.86 FEET TO THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

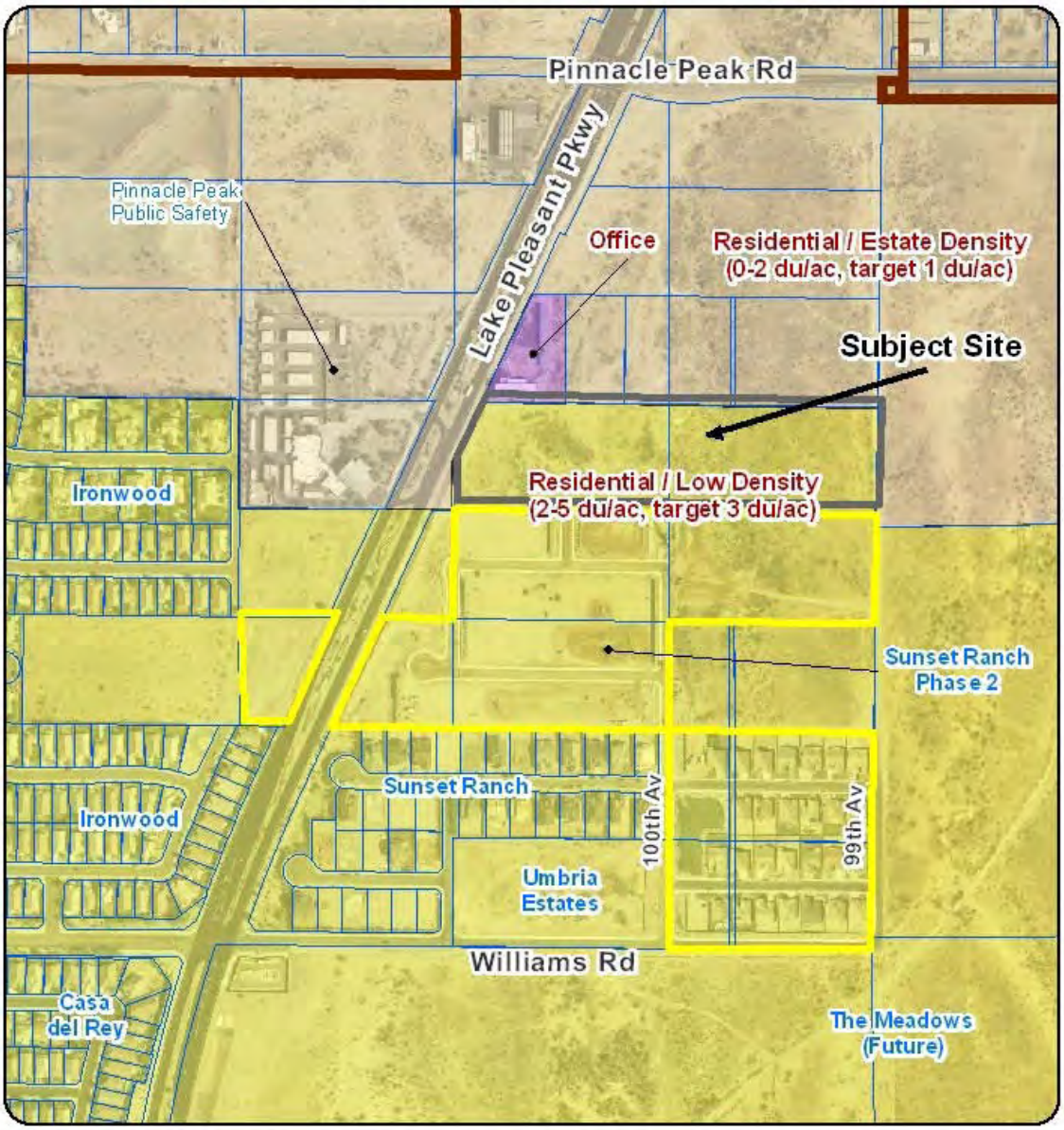
THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 147.87 FEET TO A POINT ON THE EAST LINE OF A 75 FOOT RIGHT-OF-WAY FOR LAKE PLEASANT PARKWAY AS DESCRIBED IN DOCKET 10495, PAGE 87, RECORDS OF MARICOPA COUNTY;

THENCE NORTH 24 DEGREES 45 MINUTES 21 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 199.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE SOUTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 567.08 FEET TO THE **TRUE POINT OF BEGINNING.**

EXHIBIT A2

GPA12-0006 Proposed Land Use Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

Location: North of Williams Rd and Lake Pleasant Pkwy

N

Not to Scale

CITY OF PEORIA

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12R

Date Prepared: September 18, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning and Community Development Director

THROUGH: Susan J. Daluddung, AICP, Deputy City Manager

SUBJECT: Z05-25A.3 Sunset Ranch 2

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for a Major Amendment to the Sunset Ranch 2 Planned Area Development for 19.72 acres of land from General Agriculture (AG), R1-6 Single-Family Residential, and Planned Area Development to Planned Area Development (PAD) in order to facilitate the addition of 69 residential lots into the existing development.

Background/Summary:

The subject property, Sunset Ranch 2, is an existing 88 lot, 33 acre single family residential development spread over an assemblage of 7 parcels. The project is located north of Williams Road, extending to both the east and west sides of Lake Pleasant Parkway. The request is for an amendment to the Sunset Ranch 2 Planned Area Development to accommodate an additional 5 parcels (Exhibit D of the P&Z Staff Report) with a combined total of 19.72 acres, increasing the overall project size to 53 acres. The total lot count will increase to 156 with an overall project density of 2.94 du/ac. There are two companion applications, GPA12-0006, which is requesting an amendment to the land use designation from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac) for 9.67 acres along the northern boundary of the development, and P12-0006 which is platting the new development parcels.

The original rezoning from General Agriculture to Planned Area Development for Sunset Ranch 2 occurred in 2006 with an entitlement of 86 lots and density of 2.6 du/ac. There were two subsequent amendments that were minor modifications to overall lot count (increased to 88), internal circulation patterns, and lot depths. At the time of this report, 82 of the planned 88 lots have been sold or are under contract.

The development standards for the new parcels (E, F, and G) will mirror the standards of the existing project with 70’ wide lots and 10,000+ sf average lot size. The Umbria Estates parcel was rezoned and platted under the R1-6 Single-Family Residential zoning designation in 2006

and will retain those standards plus maintain 70' wide lots and 8,000+ sf average lot size. The Umbria Estates parcel is not yet developed and incorporating it into Sunset Ranch 2 at this time will allow for common thematic elements to exist and a seamless transition with the existing areas of the project.

As with all General Plan Amendments and Rezones, a citizen participation component is required. The applicant held a neighborhood meeting in July with 4 people in attendance. While there was no stated opposition, several concerns regarding the development of Parcel G from Ironwood residents and HOA President were discussed including: the increase in traffic speed and volume on 102nd Avenue, limiting the development to one-story homes only, prohibiting RV parking on the new home lots, and a consistent wall design between the two projects. These items were addressed following the meeting through discussion and negotiations with the parties involved. Prior to the P&Z Commission Meeting, the HOA President indicated that he was accepting of the changes made with the project and that his concerns were addressed.

At the September 13, 2012 Planning and Zoning Commission Meeting, two residents from Sunset Ranch 2 spoke on the application. They stated their concern about the increase in traffic that an additional 69 lots would bring to the area (more specifically the 29 lots created in Parcel E). Through the application process, both the Traffic Engineering and Site Development Divisions reviewed the traffic statement provided and did not express any potential issues regarding the increase in lot count potentially overloading any of the internal residential streets. Based on typical traffic flow patterns, those residents in the northern most portion of the development (Parcel E) will most likely take the direct route to Williams Road via 99th Avenue rather than traversing through the development and the future roundabout at 100th Avenue and Wizard Lane.

Also at the meeting, a revised set of conditions of approval was presented. The applicant had previously raised the question regarding Condition #19 (as referenced in the attached staff report) and the requirement for a noise mitigation study to be submitted with the preliminary plat. This condition was redundant as the noise wall requirement along Lake Pleasant Parkway was already addressed during the previous phase of Sunset Ranch 2 and the language to address the necessary wall height was included in the PAD. Engineering concurred with the removal of the condition.

It is staff's assessment that the proposed major PAD amendment creates for a logical extension and continuation of the well developed Sunset Ranch 2 single-family residential development. This amendment will allow for assemblage of parcels that will in turn create an overall cohesive development pattern that was not possible due to multiple ownerships at the time of the original PAD approval. In addition, with the inclusion of the new parcels, the overall thematic composition of the area will be enhanced by not having fractured developments. The expansion of Sunset Ranch 2 is appropriate to character of the surrounding area and the density of 2.94

du/ac is in conformance (subject to the approval of GPA12-0006) with the underlying Residential-Low land use designation.

Previous Actions:

This amendment has been subject to the City's Major Planned Area Development process. A public hearing was held for this item at the September 13, 2012 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request, subject to the revised conditions, with a **5-0** vote.

A public hearing was held at the same meeting for a related minor General Plan Amendment (GPA 12-0006) for the Sunset Ranch 2 development.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's September 13, 2012 recommendation (5-0) to approve Case Z05-25A.3.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

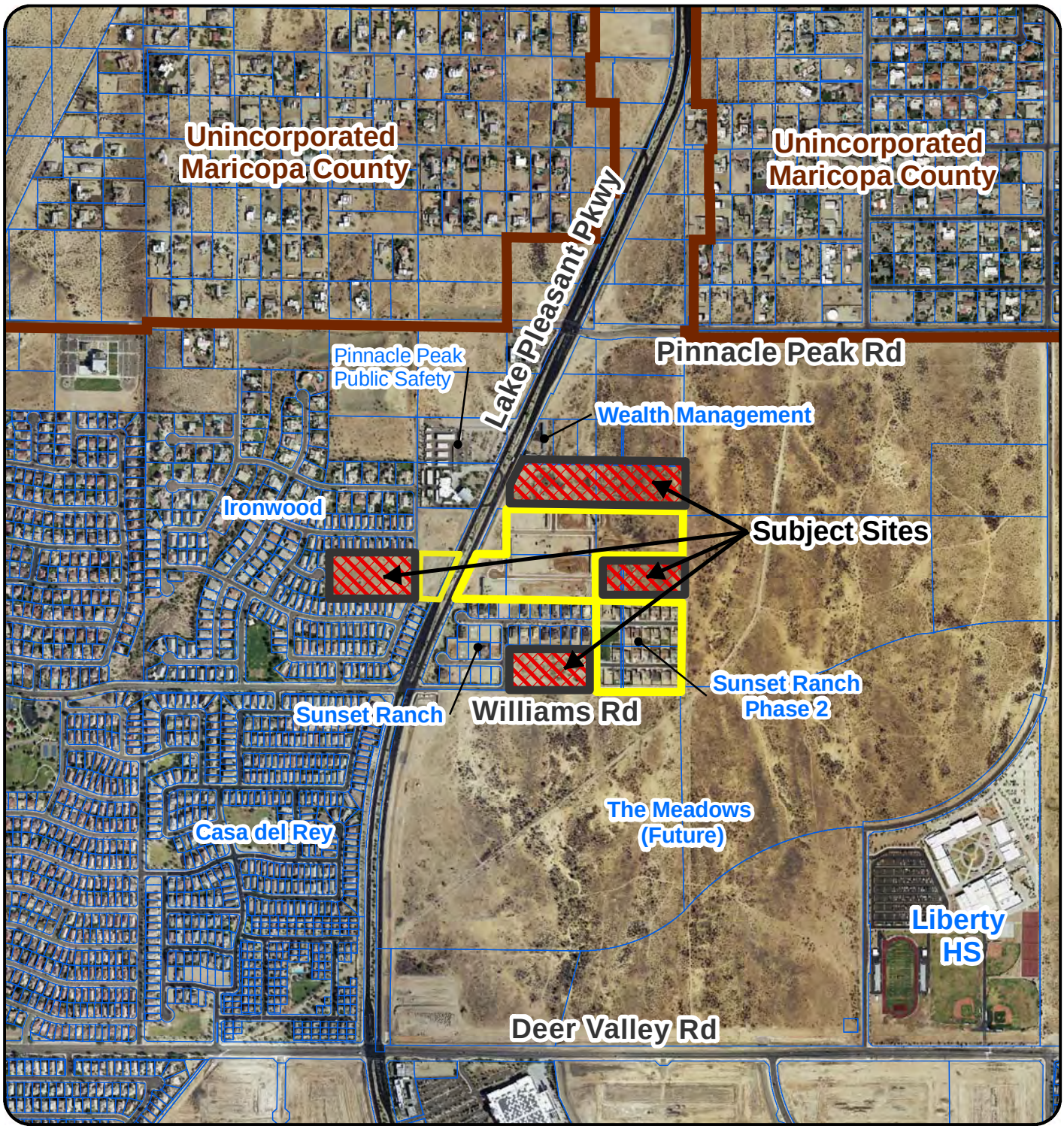
If the City Council takes action to approve this case, staff can approve the Preliminary Plat associated with this application (P12-0006).

Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: September 13, 2012 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 3: Draft Ordinance

Contact Name and Number: Robert Gubser, AICP, Principal Planner, x7405

Z05-25A.3 Vicinity/Context Map



Z05-25A.3: Sunset Ranch 2 - Major PAD Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Amend the Sunset Ranch 2 PAD to incorporate the addition of approximately 19.72 acres of new development area.

Location: North of Williams Rd and Lake Pleasant Pkwy

N

Not to Scale

EXHIBIT 1

REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 05-25A.3

DATE: September 13, 2012

AGENDA ITEM: 6

Applicant:	Silver Fern Management, LLC for Woodside Encore at Sunset Ranch, LLC
Request:	A Major Amendment to the Sunset Ranch 2 Planned Area Development to incorporate the addition of approximately 19.72 acres of new development area.
Proposed Development	Expansion of Sunset Ranch 2: The conceptual development plan proposes an additional 69 residential lots to be incorporated into the existing 88 lot Sunset Ranch 2 development.
Location:	The subject sites are located north of Williams Road and on either side of Lake Pleasant Parkway.
Site Acreage	19.72 acres
Support / Opposition:	Staff has received one phone call in support and no correspondence in opposition to this request.
Recommendation:	Recommend approval of case Z 05-25A.3 to the City Council

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AREA CONTEXT

Table 1: *Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant**	**Residential-Estate (0-2 du/ac, target 1 du/ac) and Residential-Low (2-5 du/ac, target of 3 du/ac)**	**AG – Agriculture, R1-6 Single Family, and Planned Area Development (PAD)**
North	Wealth Management Office Bldg, vacant, and single-family residential (Ironwood)	Residential-Estate	Planned Area Development (PAD-Office), AG, and PAD – Single Family
South	Existing and Future Residential – Ironwood and The Meadows (Future)	Residential-Low	PAD – Single Family Residential and Planned Community District (PCD – The Meadows)
East	Future Residential – The Meadows	Residential-Estate and Residential - Low	PCD –The Meadows
West	Pinnacle Peak Public Safety Facility and Residential (Ironwood)	Residential-Estate and Residential - Low	PAD – Single Family Residential and AG - Agriculture

PROJECT DESCRIPTION

Site and Project Details

1. Sunset Ranch 2 is an existing 88 lot, 33 acre single family residential development spread over an assemblage of 7 parcels. The project is located north of Williams Road, extending to both the east and west sides of Lake Pleasant Parkway.

2. The request is for an amendment to the Sunset Ranch 2 Planned Area Development to accommodate an additional 5 parcels (Exhibit D) with a combined total of 19.72 acres, increasing the overall project size to 53 acres. The total lot count will increase to 156 with an overall project density of 2.94 du/ac. The average lot sizes will range between 8,000 and 10,000 square feet.

3. One of the new parcels to be incorporated, Umbria Estates, was previously rezoned to R1-6 Single Family Residential and is not considered to be a part of the existing Sunset Ranch 2 PAD. This parcel has since been obtained by Woodside Homes and will be combined with the Sunset Ranch 2 development to maintain a consistent theme throughout the overall area.

4. There is a companion General Plan Amendment application (GPA12-0006) for Parcel E which is the northern most 9+ acre parcel. The GPA request is to change the underlying land use category from Residential-Estate (0-2 du/ac, target of 1 du/ac) to Residential-Low (2-5 du/ac, target of 3 du/ac).

LAND USE BACKGROUND

Annexation Ordinance 81-53

5. In 1981, the Mayor and City Council adopted *Ordinance 81-53*, thereby annexing the subject property and surrounding areas. Later, through the initial zoning process, the property was designated as AG Zoning.

Rezoning (Case Z 05-13: Umbria Estates)

6. On December 13, 2005, the City Council approved the rezoning for Umbria Estate from General Agricultural (AG) to R1-6 Single Family Residential. This rezoning allowed for up to 16 residential lots to be placed on the 4.95 acres site.

Rezoning (Case Z 05-25)

7. On February 7, 2006, the City Council approved the rezoning for Sunset Ranch 2 (which included the west half of the subject site) from General Agricultural (AG) to PAD. This PAD established guidelines to develop an 86-lot single-family residential development on 33 acres.

Rezoning (Case Z 05-25A.1)

8. On February 6, 2007, the City Council approved a major amendment to the Sunset Ranch 2 PAD to increase the lot count from 86 to 88 lots and to make minor modifications to the internal circulation pattern.

Rezoning (Case Z 05-25A.2)

9. On July 27, 2010, Planning Staff administratively approved a Minor PAD amendment modifying the lot depths for eight lots along Williams Road (Parcel B) to accommodate rear wall undulations and street frontage landscaping.

DISCUSSION AND ANALYSIS

General Plan Land Use Designation

10. At this time, the rezoning request does not fully conform to the existing General Plan Land Use designation of Residential-Estate, hence the companion Minor General Plan Amendment request (Case GPA12-0006). This amendment is only for Parcel E, as the other subject sites are in conformance with the existing Residential-Low designation. In the aforementioned case, staff provided an analysis of the request (please refer to Staff Report). Staff recommended that the Planning & Zoning Commission issue a recommendation of approval to the City Council on the basis of the findings identified below:

    The request is to change the land use designation for the site to Residential-Low (2-5 du/ac, target density of 3 du/ac). The Residential-Low category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. This category will allow for an extension of the existing Sunset Ranch 2 development pattern and character to occur, while maintaining a density of 2.94 which is below the target of 3 du/ac for the Residential-Low category.

Sunset Ranch 2 PAD Development Standards (Exhibit F – Pages 7-9)

11. The applicant is seeking to rezone and incorporate the newly acquired parcels into the Sunset Ranch 2 Planned Area Development. The original PAD standards were loosely based on the R1-8 Single Family standards and as stated previously, Umbria Estates was zoned to a straight R1-6 designation. The new parcels will continue with the existing development standards and themes already established as part of the PAD, although with this request, there were

two minor modifications made to the overall standards. The first alteration is to accommodate Umbria Estates previously approved smaller average lot size of 8,000 sf. The second is to bring the PAD into conformance with our zoning ordinance to allow for a relaxed front setback of 10-feet to permit side-entry garages. The key development standards are represented in Table 2 below.

Table 2: Development Standards Comparison

DEVELOPMENT STANDARDS	**Sunset Ranch 2**
Maximum Lot Coverage	**45%**
Average Lot Size	**R1-8: 10,074 SF** **R1-6: 8,056 SF (Umbria)**
Minimum Lot Width	**70'**
Minimum Lot Depth	**R1-8: 125' (117' lots backing to Williams)** **R1-6: 112'**
Minimum Side/Total Setback	**5' / 15'**
Minimum Rear Setback	**15'**
Minimum Front Setback	**18' to living and 20' to face of garage[1]** **10' to side entry garage[2]**

[1] Where front-facing garages are present, a 10' front setback shall apply to the livable portion of the home provided that not more than 60% of the total front-facing elevation occurs at the 10' front setback.

[2] Not more than 60% of the total front-facing elevation shall occur at the 10' setback.

12. The amount of proposed open space will exceed the 9% minimum required by the City's Design Review Manual. The majority of open space will be accommodated in grass lined retention basins. Through the initial review, the lot layout for Parcel G was reconfigured to accommodate a full 9% of open space for that parcel instead of using an aggregate for the entire Sunset Ranch 2 project. Parcels D and G are on the west side of Lake Pleasant Parkway and do not have easy access to the main portion of Sunset Ranch. It should be noted that there is a City Park at the southeast corner of 107th Ave. and Williams Rd, which is approximately 1/3 mile from the development.

Citizen Participation Plan - Neighborhood Meeting

13. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting. The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on July 18, 2012 at the City of Peoria Sunrise Mountain Library between 6:15pm and 7:45 pm. Four property owners, including the Ironwood HOA President, attended the meeting. Meeting attendees provided several comments mostly regarding Parcel G due to its proximity to Ironwood. Their major comments are summarized and addressed with staff's responses below:

- Parcel G on the west side of Lake Pleasant Parkway will increase traffic volume and speed on 102nd Avenue which goes through the existing Ironwood Subdivision:
  i. *Staff Response: Following the meeting, City staff had a traffic meter placed on 102nd to measure both volume and speed. While the development of G has not yet occurred, this will help in establishing a baseline number. Based on the two-day average, 111 cars traveled on 102nd each day at an average speed of 27.5 mph. Traffic Engineering has stated that this is a minimal amount for a residential area and the addition of 15-16 lots will have a negligible impact on the overall traffic volume. The average speed is typical for a residential area. If at anytime that the speed increases to over 30 mph, the residents may explore the option of requesting the City install speed humps on 102nd as part of the Neighborhood Traffic Management Program.*

- Can the homes in Parcel G be limited to single-story homes only:
  i. *The homes that Woodside is selling in Sunset Ranch 2 are all one-story product. The developer has agreed to continue this in Parcel G.*

- CC&R's in Ironwood prohibit RV's from being stored on the lots. Will restrictions be placed on Parcel G to prohibit RV's as well?
  i. *Staff Response: The developer has not agreed to this nor will staff be requesting this as a condition of approval. City code currently permits RV's to be stored on residential lots as long as they are behind a screen wall and/or gate. The proposed 70' minimum lot width is large enough to adequately accommodate RV's on the side yards.*

- Will the walls in Parcel G be consistent with the Ironwood walls:
  i. *Staff Response: The existing walls in Ironwood are a standard smooth-faced block with an upper row of split-face block. The wall design proposed by Woodside will be an enhancement to the area with the addition of stone veneer column and a fluted wall cap. While the design is different, the walls will not be completely dissimilar.*

14. Outside of the concerns of those present at the meeting, there was no stated opposition to the rezoning application. Further details of the meeting and the applicant's responses are included in Exhibit E – Citizen Participation Report.

Staff Analysis

15. It is staff's assessment that the proposed major PAD amendment creates for a logical extension and continuation of the well developed Sunset Ranch 2 single-family residential development. This amendment will allow for assemblage of parcels that will in turn create an overall cohesive development pattern that was not possible due to multiple ownerships at the time of the original PAD approval. In addition, with the inclusion of the new parcels, the overall thematic

composition of the area will be enhanced by not having fractured developments. The expansion of Sunset Ranch 2 is appropriate to character of the surrounding area and the density of 2.94 du/ac is in conformance (subject to the approval of GPA12-0006) with the underlying Residential-Low land use designation.

Engineering Requirements

16. The Engineering Department had no specific review comments in conjunction with the PAD amendment request. There are specific conditions of approval that address right-of-way dedication, drainage requirements, and the need to establish maintenance and street light improvement districts.

Fire Requirements

17. The Fire Department had no specific conditions of approval relative to this rezone request. However, with the subsequent Site Plan Review, the Fire Department will be evaluating compliance with the technical requirements including turnaround provisions, hydrant placement, and other issues.

Peoria Unified School District

18. This development lies within the boundaries of the Peoria Unified School District (PUSD). The Developer and the District have reached an agreement concerning developer assistance to the district and this agreement has received Governing Board approval.

Public Notice

19. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted on August 24, 2012 with a sign meeting the size and content requirements prescribed by the Planning Division.

Proposition 207

20. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

21. Based on the following findings:

- The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan; and
- The development character and density is compatible with adjacent development; and
- The proposal will continue the established theme of the existing subdivision and create an overall cohesive development pattern; and
- The PAD benefits the public interest by promoting a development framework that maximizes compatibility, provides appropriate land use transition and reduces the potential for conflict.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend approval to the City Council Case Z 05-25A.3, subject to the following conditions:

1. The development shall substantially conform to the "Sunset Ranch 2" Planned Area Development Standards and Guidelines Report, (case Z05-25A.3) dated received August 22, 2012.
2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z 04-34 (*Sunset Ranch 2 PAD*) and the subsequent amendments (Z 04-34A.1 and A.2). Those conditions shall remain in force for the PAD.
3. The Developer shall dedicate half-street ROW on 99th Avenue (30-foot) along the frontage of the project. The Developer shall dedicate half-street ROW on 102nd Avenue (25-foot) along the frontage of the project.
4. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE
5. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
6. A Final Drainage Report must be submitted with the subdivision. Retention must be provided for the 100-year, 2-hour storm.
7. The final drainage report shall address recommendations of the ADMP and any impacts that may have on the development.
8. The final drainage report shall address the Lake Pleasant Parkway project and any impact that it may have on this development and vice versa. This to include any interim condition impacts.
9. The Developer is responsible to submit water and sewer analysis, for the entire site, and necessary documentation required for issuance of the Agreement to Serve letter to Maricopa County.
10. The Developer is responsible to provide an Agreement to Install Improvement for the public improvements required by the development. The accompanying financial assurance for subdivision improvements shall be in accordance with City's requirements.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the improvement plans. The streetlights shall also be indicated on the paving or grading plan.
12. The Developer will be responsible to form a Street Light Improvement District (SLID) for this subdivision.
13. The Developer will be responsible to form a Maintenance Improvement District (MID) for this subdivision.
14. The Developer will be responsible to underground any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
15. A Phase 1 Environmental Clearance will be required for all right-of-way to be dedicated to the City.
16. The preservative seal required for the new streets shall be applied 1-year after completion of the streets. A fee to cover this cost will be required at the time of

the paving permit. The City will determine the amount at the time of permit issuance.

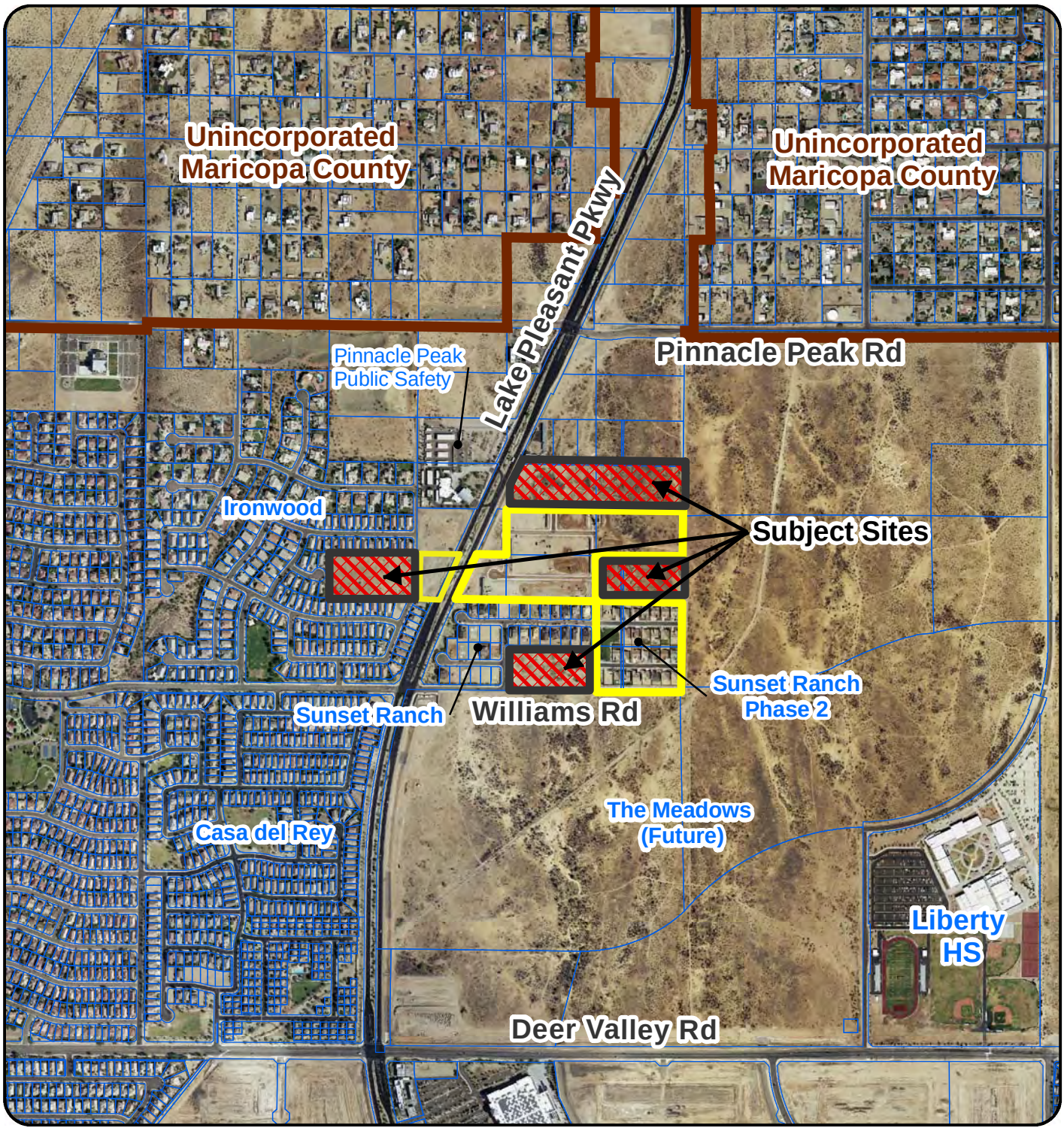
17. Pavement sections shall be verified by the project soils report. The Developer will be responsible to replace all pavement adjacent to the development to the monument line unless they can demonstrate that the existing pavement meets the City of Peoria's minimum requirements.
18. The Development will be responsible to comply with the phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the improvement plans in accordance with the SWPPP checklist.
19. A noise mitigation study shall be submitted with the preliminary/final plat to address the anticipated truck traffic on Lake Pleasant Parkway. All walls shall be designed in accordance with the recommendations of the noise study.
20. All required improvements along the Lake Pleasant Road are considered temporary and therefore, no transportation impact fee credits will be issued.
21. The landscaping design for the area adjacent to LPP shall be coordinated with the ultimate theme of the area.

Attachments:

Exhibit A	Vicinity/Context Map
Exhibit B	Proposed Land Use Map (GPA12-0006)
Exhibit C	Zoning Map
Exhibit D	Conceptual Development Plan (for reference)
Exhibit E	Citizen Participation Report
Exhibit F	Sunset Ranch 2 Planned Area Development

Prepared by: Robert Gubser, AICP
Principal Planner

Z05-25A.3 Vicinity/Context Map



Z05-25A.3: Sunset Ranch 2 - Major PAD Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Amend the Sunset Ranch 2 PAD to incorporate the addition of approximately 19.72 acres of new development area.

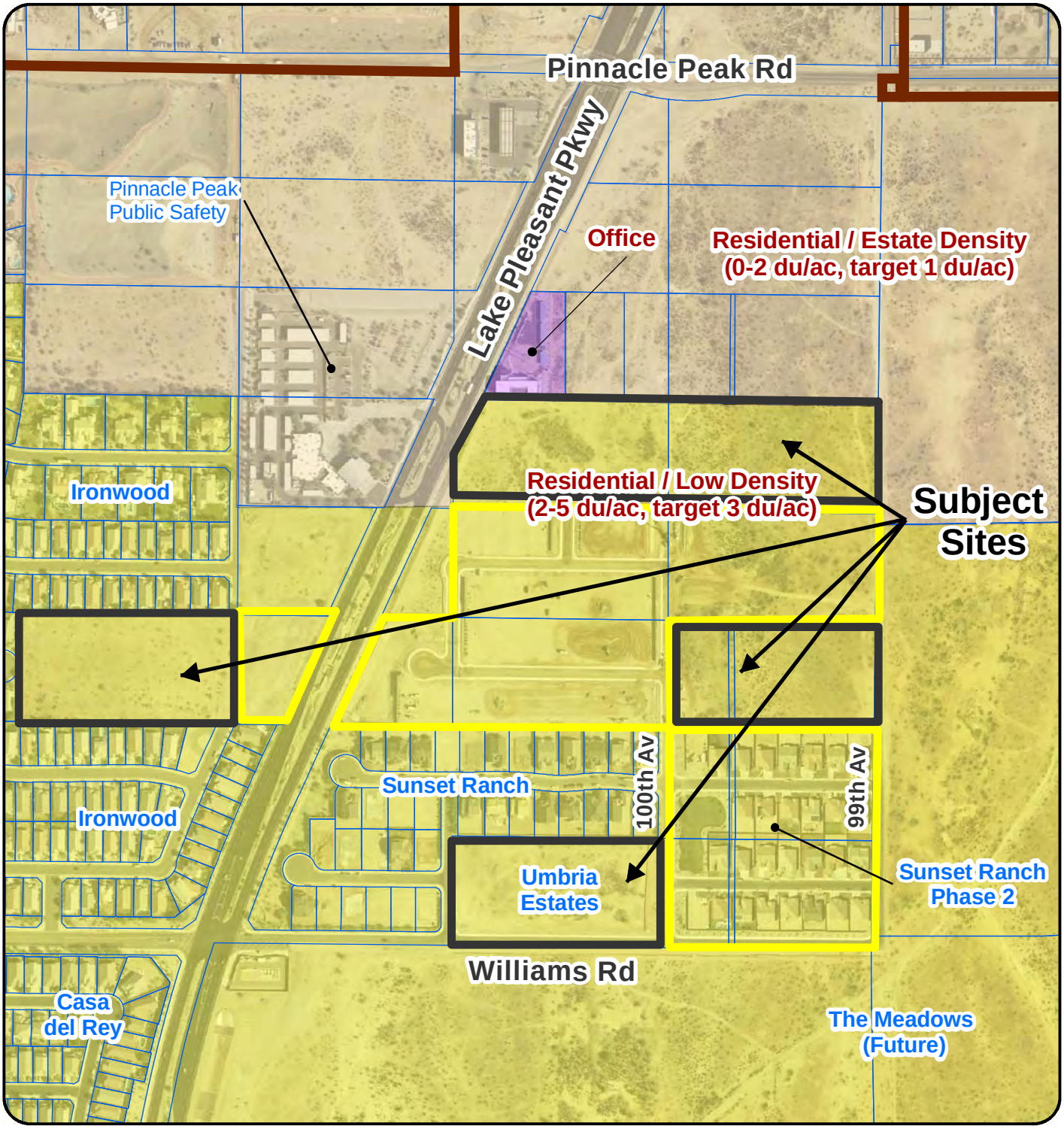
Location: North of Williams Rd and Lake Pleasant Pkwy

N

Not to Scale

CITY OF PEORIA

Z05-25A.3 Land Use Map (Proposed)



Z05-25A.3: Sunset Ranch 2 - Major PAD Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Amend the Sunset Ranch 2 PAD to incorporate the addition of approximately 19.72 acres of new development area

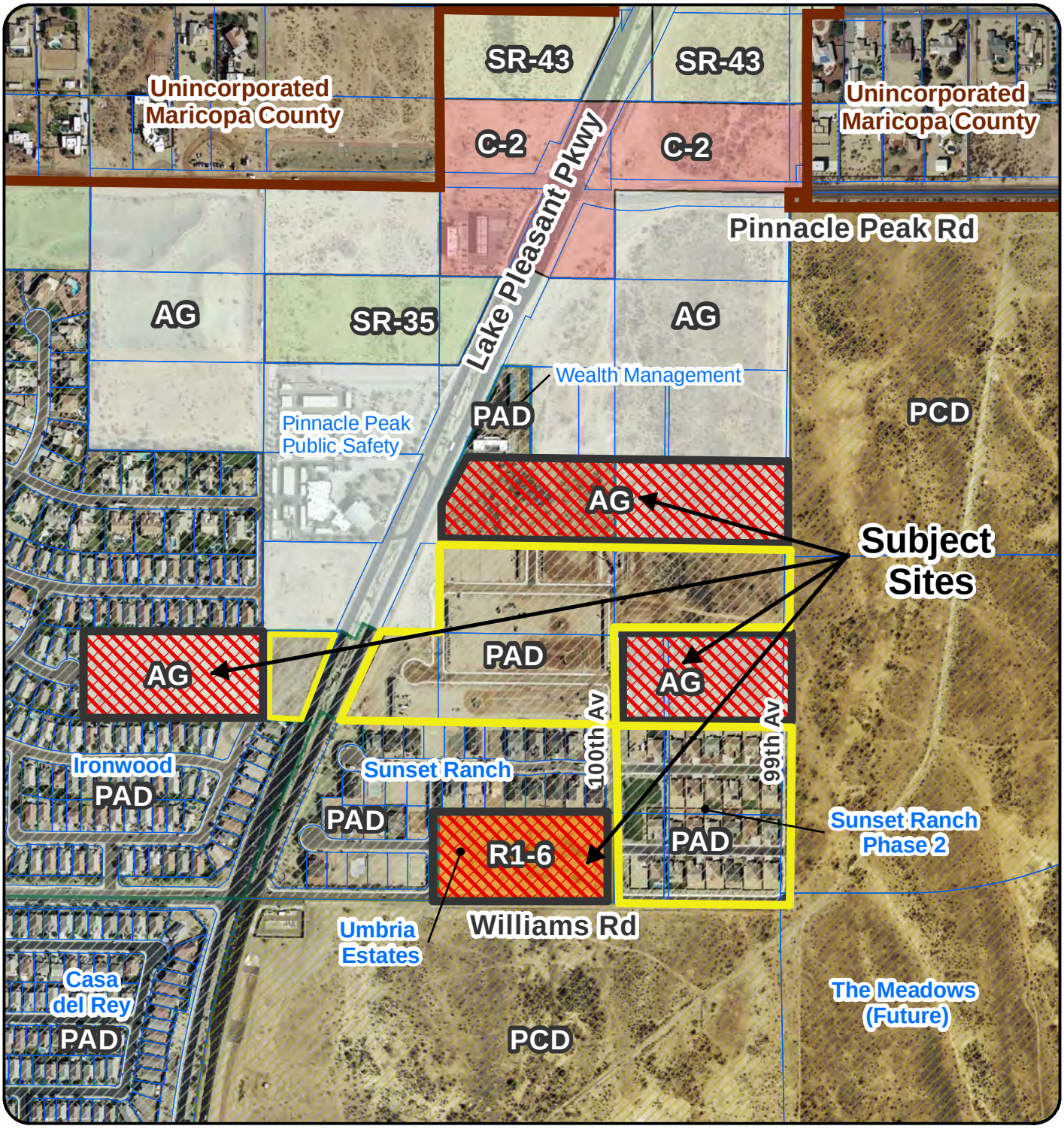
Location: North of Williams Rd and Lake Pleasant Pkwy

N

Not to Scale

EXHIBIT B

Z05-25A.3 Zoning Map



Z05-25A.3: Sunset Ranch 2 - Major PAD Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Amend the Sunset Ranch 2 PAD to incorporate the addition of approximately 19.72 acres of new development area.

Location: North of Williams Rd and Lake Pleasant Pkwy

N

Not to Scale

EXHIBIT 3

CITY OF PEORIA FIRE STATION

LAKE PLEASANT PARKWAY

TRACT O

TRACT N

TRACT M

TRACT L

TRACT K

TRACT J

TRACT I

TRACT H

TRACT P

TRACT Q

TRACT R

TRACT A

TRACT B

TRACT C

TRACT D

TRACT E

TRACT F

TRACT G

JESSIE LANE

PATRICK LANE

SUGAR SAND LANE

WIZARD LANE

UMBRIA ESTATES

99th AVENUE

100TH AVENUE

101ST AVENUE

WILLIAMS ROAD

A B C D E F G

Exhibit D

Sunset Ranch II

Peoria, Arizona

DEVELOPMENT PLAN

Bowman CONSULTING

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
SHT 1 OF 1	

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Development Plan.dwg

SILVER FERN
Management, LLC

1960 East Baseline Road • Suite 101 • Tempe, AZ 85283 • 480.820.8590 • Fax: 480.820.8621 • www.silverfern-mgmt.com

MEETING MINUTES

ATTENDEES: Paul Kroff, Woodside Homes
Mari Flynn, Silver Fern Management, LLC
Sign-In Sheet

MEETING DATE: July 18, 2012

RE: Sunset Ranch Major PAD Amendment and Minor GPA
Citizen Participation Plan and Neighborhood Meeting Minutes
Z-05-25A.3 and GPA12-0006

MINUTES DATE: July 30, 2012

Meeting Minutes

A notice of meeting was sent in compliance with procedure to adjacent property owners of a neighborhood outreach meeting for the Major PAD Amendment and Minor GPA for the Sunset Ranch community located North and East of the NEW of Williams Road and LPP. A meeting was conducted on July 18, 2012 and held at the City of Peoria Sunrise Mountain Branch Library.

Mari Flynn, from Silver Fern Management acting as project manager and Paul Kroff, representing Woodside Homes, the property owner attended. Rob Gubser representing the City of Peoria and Council Assistant, Briana Decker representing Councilwomen Joan Evans, for the Willow District was in attendance.

Paul Kroff commenced a community presentation at 6:15 p.m. wherein he provided information regarding house product, intent and timing. Key items of discussion are detailed below:

- Pricing ranging from $240,000 to $340,000 or $131.00 square foot.
- Home size ranging from 1,800 to 2,600 square footages.
- Single story restriction intended to be carried through the additional parcels.
- Product continues to add value to existing surrounding homes.
- Addition of perceived out parcels adjacent to the Sunset Ranch community establishes a sense of continuity.
- Addition to the existing HOA will be facilitated.
- Timing for development within 2013 to 2015 was provided. Umbria Estates to commence within 2012.

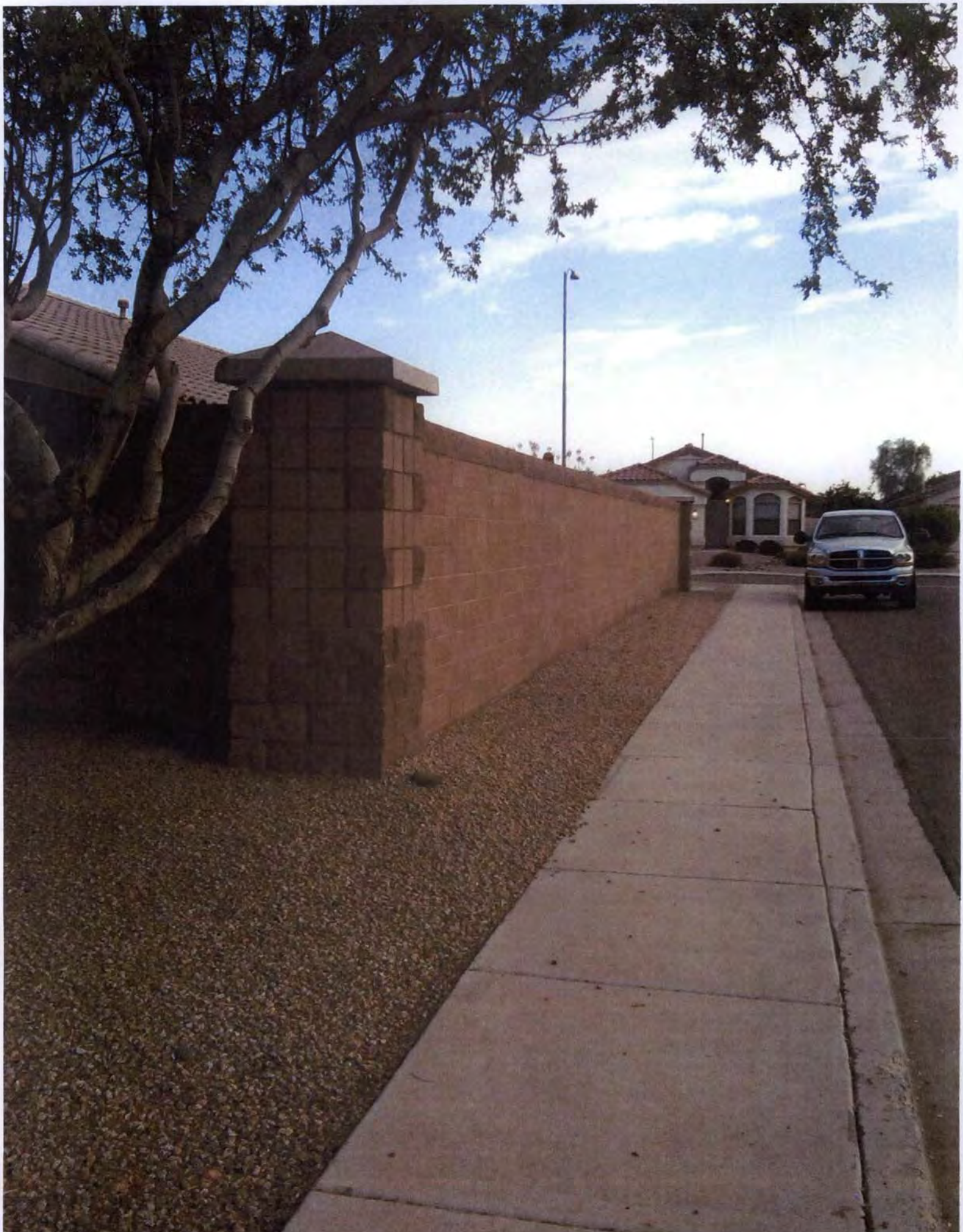
Community Participation Plan

Property owners or interested parties who attended the meeting as illustrated in the attached sign-in sheet disclosed the follow concerns. Concerns were generated from the homeowners to the west of Parcel G within the Ironwood Community

1. Concern: Traffic Impact to 102nd Avenue
   Resolution City to investigate traffic calming opportunities to address speed concerns
   Property owner to provide traffic statement during approval process
2. Concern: Utilization of the Ironwood Community amenities due to lack of usable open space within Parcel G.
   Resolution: Property Owner to revisit Parcel G layout to determine if adjusting layout can afford a larger collective open space thereby providing a functional area. Property owner will work with City planner to achieve a revised land plan.
3. Concern: Single story restrictions for lots which side onto or back up to the Ironwood community (Parcel G).
   Resolution: Property owner disclosed that the entire Sunset Ranch product offering is single story to the attendees. Property owner will add language within the PAD Amendment to reflect that Parcels D & G will be single story restricted.
4. Concern: Sunset Ranch II allows RV storage within the rear yards through the HOA declaration. The Ironwood community declaration restricts this usage.
   Resolution: Discussions of annexation into the Ironwood Community HOA were discussed at the meeting; however, concerns were raised that homeowner approval would be required to facilitate. Two of the three lots within Parcel D have sold and restrictions of this kind to those lots cannot be facilitated. Restrictions imposed within Parcel G will limit the offering and present an unfair basis in comparison to the rest of the Sunset Ranch community. Sunset Ranch II was designed with larger lots to afford this amenity to homeowners within this community.
5. Concern: Perimeter theme walls matching the Ironwood community to negate the perceived mis-match aesthetic look along 102nd Avenue. The current theme wall matches Sunset Ranch.
   Resolution: Property owner reviewed the field conditions, Parcel G proximity to existing fence locations, style and aesthetics of the Ironwood community fence versus the Sunset Ranch EF&F to determine whether matching the fence style was warranted or viable The community wall (theme wall exposure to 102nd Avenue) is very limited and not in close proximity. The Ironwood community wall is a simple block with fluted block cap as illustrated in the site photos attached as exhibit A. The Sunset Ranch II column has a cultured stone veneer and provides a higher level of desired aesthetic component to the community. Furthermore, we believe that the two fence styles do not conflict in nature, provide a nice transition and does not establish a lack of continuity.
6. Concern: Perimeter theme wall along Lake Pleasant Parkway not matching existing City installed wall to the south.

	Resolution	Property owner indicated it would and is working with the City to determine if the Lake Pleasant Parkway wall detail can be incorporated in Parcel D without delay, plan revision and/or cost increase. Parcel D plans are approved and construction is underway. Two lots of this Parcel have sold.
7.	Concern:	School Assignments for residents and disclosure that students on the west side of LPP attend different schools than east.
8.	Resolution:	Property Owner has been in contact with School District and agreement is forthcoming and is aware of the differential in schools. Proper disclosures will be provided to the potential homebuyers.
9.	Concern:	Vacant lot within Ironwood community to the south of Parcel G.
	Discussion:	Belongs to DR Horton. Property owner did not know the disposition.
10.	Future notification	Sign Posting will occur on/or before August 15, 2012

Meeting was adjourned at 7:45 p.m.



IRONWOOD
by Continental Homes

SUNSET RANCH 2

PLANNED AREA DEVELOPMENT (P.A.D.)

STANDARDS AND GUIDELINE REPORT

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

53± Acres

156Lots

August 25, 2005
Revised Jan. 9, 2005
Amended July 24, 2006 (Major Amendment Z 05-25A.1)
Amended May 10, 2010 (Minor Amendment Z-05-25A.2)
Amendment submittal June 7, 2012 (Major Amendment Z-05-25A.3)

Applicant:

WOODSIDE ENCORE AT SUNSET RANCH, LLC
an Arizona Limited Liability Company
1811 S. Alma School Rd., Ste. 190
Mesa, AZ 85210
Tel: (480) 755-0801
Fax: (480) 755-0802

Submitted To:

CITY OF PEORIA
Planning Department
8401 W. Monroe St.
Peoria, AZ 85345
Tel: (623) 773-7209

Exhibit F

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I. INTRODUCTION

This application is in support of a proposed MAJOR AMENDMENT to the existing P.A.D. zoning of approximately 33 acres of land located north of the northeast corner of Williams Road and Lake Pleasant Parkway in the City of Peoria, to be known as **SUNSET RANCH 2.** The original layout of the Sunset Ranch 2 property was an assemblage of 7 parcels.

This Major Amendment (Z05-25A.3) is necessary to accommodate the addition of 5 parcels of land totalling approximately 19.72 acres located immediately adjacent to the existing Sunset Ranch II PAD property and update to standards to be in compliance with the City of Peoria Zoning Ordinance Article 14-5.

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 RECOVABLE TRUST *(See the attached Vicinity Map-Exhibit 1 and Entity Ownership Exhibit 2)*

SUNSET RANCH 2 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 be enhancing 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 developing areas of Northern Peoria including but not limited to the recorded subdivision directly abutting this project, SUNSET RANCH, and Ironwood. The previously approved portions of **SUNSET RANCH 2** are already in development and the newly acquired parcels will be developed in accordance to the Development Plan (Exhibit 4A).

SUNSET RANCH 2 will be designed to promote the desirability of the residential development by adopting the following design criteria:

- The house plans will meet City of Peoria's design criteria including but not limited to desert themed exterior colors, use of exterior stone and complimentary hardscape. Plans will be submitted and approved by the City of Peoria Planning Department.

- Roof lines will vary from homes on adjacent lots and directly across the street from each other.

II. CONSISTENCY WITH GENERAL PLAN

The development goal for the **SUNSET RANCH 2** 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.

The current zoning designation for the newly acquired parcels within this project is General Agricultural (AG) and R1-6 zoning on "Umbria Estates" (APN 200-10-007A). This Major PAD Amendment is accompanied by a companion Minor General Plan Amendment (GPA12-0006) that is requesting an alteration of the land use for Parcel E from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3 du/ac). With approval of the Minor GPA, the proposed rezoning of all project parcels will be consistent with the Peoria General Plan allowing for a density range of 2-5 du/ac, with a target of 3 du/ac. As proposed, the overall Sunset Ranch 2 project density is **2.94 du/ac**. .

III. GENERAL SITE INFORMATION AND EXISITING CONDITIONS

The site is a relatively flat, partially developed and vacant, natural desert terrain and is within the developing area in Northern Peoria. The gross acreage is 53± acres. The net acreage will be 34.76 ± acres. On the east side of Lake Pleasant Parkway, this proposed development would abut 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 would abut the Ironwood subdivision (zoned PAD, Z96-19).

IV. SURROUNDING LAND USES AND CONDITIONS

The Ironwood development is located just west of **Sunset Ranch 2** on the west side of Lake Pleasant Parkway. On the east side of Lake Pleasant Parkway, and to the south and west is the Sunset Ranch development. To the east of 99th Avenue, the Meadows master planned community is fully entitled with varying sizes of residential lots. Construction has not yet commenced on this project.
As part of the Sunset Ranch 2 development, several of the parcels that were previously zoned have already been built-out. At this time, additional lots are being sold and developed.

To the west, on Lake Pleasant Parkway, approximately 500' from Sunset Ranch 2 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 Williams Road was constructed by Sunset Ranch. Regional transportation includes the Agua Fria Freeway (Loop 101) to the south and Happy Valley Road to the north.

Lake Pleasant Road 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 constructed with the Sunset Ranch subdivision, 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 serving commercial.

Public Recreation: *Parkridge Park* located at 9734 West Beardsley Road is approximately 2.79 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. *(See Exhibits 2 & 3)*

V. PRELIMINARY DEVELOPMENT PLAN

SUNSET RANCH 2 is a previously approved development with a total gross area of 33± acres with 88 dwelling units. The proposed PAD amendment will add an additional 20± acres and 69 dwelling units.

Sunset Ranch 2 will be developed in multiple phases, with several of the phases already completed via the previous entitlement. (See Development Plan – Exhibit #4)

The proposed use of the subject site is entirely single-family detached residential. The project is planned for 156 dwelling units with an ***overall*** project density of ***2.94*** du/ac. (The original P.A.D. density was 2.67).

Lots 1 through 14 within Umbria Estates (APN 200-10-007A) will retain the R1-6 zoning designation with an average lot area of 8,056 sf and a minimum lot size of 7,882 sf exceeding standards for this classification. The average lot area within the remainder of the Sunset Ranch 2 community shall be 10,074 sq.ft with a minimum lot size of 8,785 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.

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 as indicated on the enclosed Preliminary Plat and the ALTA Survey (Exhibits 8 and 5 respectively). The majority of the lots within the site will be oriented in a north/south direction. A 50' access easement has been indicated off the west end of Jessie Lane to facilitate APN 200-10-049A.

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 residential land use noted to describe the project is that which most closely corresponds with a City of Peoria zoning designation and is in character with the adjacent project known as Sunset Ranch. 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

PARCELS	USE	ACRES	LOTS	DU/AC	PERCENT
Umbria	Residential R1-6	4.95±	14	2.84	10%
2-7 & EFG	Residential R1-8	48.10±	142	2.67	90%

VII. PROJECT DEVELOPMENT AND PHASING STANDARDS

Unless otherwise specified herein, all properties within **SUNSET RANCH 2** 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 2.**

TABLE 2
PROJECT DEVELOPMENT STANDARDS SUMMARY

Development Standard	P.A.D. Project Standards
Total Area	±53 Gross Acres
Percent of Total Site	100%
Average Lot Size	R1-8 10,074 Sq.Ft. R1-6 8,056 Sq.Ft
Minimum Lot Width	70'
Minimum Lot Depth	R1-8 125' [117' on Lots1 thru 8 backing up to Williams Road] R1-6 112'
Minimum Front Yard Setback	18' to living and 20' to face of garage from back of sidewalk to front face of garage door per Design Review approval. 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. *May be decreased by 10' at cul- de sac and knuckle lots
Minimum Rear Setback	15'
Minimum Side Setback	5'
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
Total Side Setback	15'
Maximum Structure Height	30'
Maximum % Lot Coverage	45%
Number of Lots	**TOTAL OF 156 LOTS**
Du/Ac	2.94 **du/ac**

Open Space: This project is designed with active open space access that will exceed the minimum requirements of **9%** for single family residential lots. The active open space areas will contain multiuse elements that provide retention basin storage combined with public use improvements such as a multi-use trail abutting Lake Pleasant Parkway and various bench locations 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. The City of Peoria will be granted a 20' drainage easement along Lake Pleasant Parkway as necessary to regulate and maintain the flow of storm water through the site to govern the regional storm water discharge system. An 8' PUE adjacent to and along Williams Road back of right-of-way within Tract A has been added. Installation of trees will not be permitted within this area.

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 and Wall Detail plans-Exhibits 6, 6A & 7).*

Roadway Standards: Arterial and local 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 2 subdivision shall follow the detached single-family residential guidelines within the Peoria Design Review Manual.

VIII. CONCEPTUAL LANDSCAPE PLAN/ STANDARDS

The project landscaping will be consistent with the Peoria Zoning Ordinance and the Specific Plan. 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. Details to be reviewed with Final Landscape plans. 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 Wall Detail on Exhibit 7)*

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 with the development of SUNSET RANCH. Extension of sewer from the Sunset Ranch project to **SUNSET RANCH 2** is completed

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.

3. Water

Water service will be provided by the City of Peoria. 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.** This 16 inch water line is tied into the City of Peoria water system and is fed by a nearby City well located adjacent to the Ironwood Project. 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 2** 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 and are currently being installed for SUNSET RANCH whereby **SUNSET RANCH 2** will be serviced accordingly. All overhead lines less than 69 KV will be installed underground.

IX. LEGAL DESCRIPTION OF PROPERTY AND PARCELS

LEGAL DESCRIPTION OF SUNSET RANCH II

PARCEL NO. 1:

The South half of the Southwest 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;

EXCEPT all that part of the South half of the Southwest 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, which lies within a strip of land 130 feet in width, being fifty-five feet wide on the Northwesterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing), 2260.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence North 0 degrees 10 minutes 23 seconds East, 5303.31 feet to a point on the North line of said Section 20, which lies South 89 degrees 54 minutes 47 seconds West, 2279.95 feet from the Northeast corner of said Section 20; thence continuing North 0 degrees 10 minutes 23 seconds East, 1250.72 feet to the point of curve of a 1 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet;

thence Northerly 1931.38 feet along the arc of said curve to the point of tangency thereof; thence North 24 degrees 18 minutes 55 seconds East, 2360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West, 843.59 feet from the Northeast corner of said Section 17;

thence continuing North 24 degrees 18 minutes 55 seconds East, 1693.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

thence Northerly 620.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range;

thence North 00 degrees 30 minutes 52 seconds West, 3126.67 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Final Decree in Condemnation recorded in Docket 10495, page 87.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 2:

The North half of the Southeast quarter of the Southeast 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 all oil, gas and other mineral deposits, as reserved unto the Untied States in the Patent of said land.

PARCEL NO. 3:

The South half of the Southeast quarter of the Southeast 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 all oil, gas and other mineral deposits, as reserved unto the Untied States in the Patent of said land.

PARCEL NO. 4:

The South half of the Northeast quarter of the Southwest 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 all oil, gas and other mineral deposits as reserved to the United States in the Patent to said land recorded in Docket 3460, page 283; and

EXCEPT all that part of the South half of the Northeast quarter of the Southwest 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, which lies within a strip of land 130 feet in width, being 55 feet wide on the Northwesterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing) 2260.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence North 0 degrees 10 minutes 23 seconds East 5303.31 feet to a point on the North line of Section 20, which lies South 89 degrees 54 minutes 47 seconds West 2279.95 feet from the Northeast corner of said Section 20;

thence continuing North 0 degrees 10 minutes 23 seconds East 1250.72 feet to the point of curve of a 1 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet; thence Northerly 1931.38 feet along the arc of said curve to the point of tangency thereof;

thence North 24 degrees 18 minutes 55 seconds East 2360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West 843.59 feet from the Northeast corner of said Section 17;

thence continuing North 24 degrees 18 minutes 55 seconds East 1693.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

thence Northerly 620.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range; thence North 00 degrees 30 minutes 52 seconds West 3126.67 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Deed recorded in Docket 10079, page 185; and

EXCEPT that portion of the parcel described in the Maricopa County Recorders Office Document No. 2002-0382001, located in Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being 20 feet wide and lying Northwesterly to the 55 foot right of way line, per Docket 10079, page 185, and Southeasterly 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 Base and Meridian, from which a stone, as per GLO notes, marking the North quarter corner of said Section 17, bears North 00 degrees 33 minutes 00 seconds East, 2645.16 feet;
thence South 89 degrees 23 minutes East, 590.47 feet to a non-tangent curve on the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, for the City of Peoria, "Lake Pleasant Parkway", recorded in Book 662 of Maps, page 37 in the Maricopa County Recorders Office, together with the Certificate of Correction in the Maricopa County Recorders Office Document No. 2004-0306665;

thence Northeasterly 517.22 feet along said non-tangent curve concave Southeasterly and having a radius of
4,583.66 feet, and a central angle of 6 degrees 27 minutes 55 seconds, whose radius bear South 71 degrees 41 minutes 56 seconds East;
thence North 24 degrees 45 minutes 59 seconds East, 194.31 feet along said right of way centerline to the North line of the final plat of IRONWOOD-PHASE 1A, recorded in Book 483 of Maps, page 20 in the Maricopa County Recorders Office;

thence North 89 degrees 20 minutes 19 seconds West, 82.16 feet along said North line to a line parallel with and 75.00 feet measured perpendicular Westerly from the said existing right of way centerline of Lake Pleasant Road, and the POINT OF BEGINNING;

thence North 24 degrees 45 minutes 59 East, 2166.55 feet along said parallel line to the North line of Section 17, and the POINT OF TERMINATION, from which a stone marking the North quarter corner of Section 17, bears North 89 degrees 06 minutes 45 seconds West, 1661.84 feet.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 5:

The North half of the Northeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

PARCEL NO. 6:
The South half of the Northwest quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved in the Patent from the United States of America

PARCEL NO. 7:
The North half of the Northwest quarter of the Southeast 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;

Additional Property

SALINAS ESTATES (APN'S 200-10-037A, 037B, 037C)

The South half of the Northeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved to the United States in patent of said land.

ONG 1 (APN #200-10-024)

The South half of the Northwest quarter of the Southwest 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 that portion described as follows, as conveyed to the City of Peoria in instrument recorded in document no. 2012-204614:

A parcel of land located within the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the Northwest quarter of the Southwest quarter of the Northeast quarter of said Section 17 from which the northeast corner of the south half of the northwest quarter of the southwest quarter of the northeast quarter of said section 17 bears north 00 degrees 22 minutes 47 seconds east, a distance of 330.29 feet;

Thence north 89 degrees 19 minutes 29 seconds west along the south line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17, a distance of 5.03 feet to the **point of beginning** of the parcel of land herein described;

Thence north 89 degrees 19 minutes 29 seconds west, continuing along said south line, a distance of 54.77 feet;

Thence north 24 degrees 46 minutes 10 seconds east, departing said south line, a distance of 51.85 feet to the beginning of a curve to the left, having a radius of 150.00 feet;

Thence northerly along the arc of said curve, through a central angle of 24 degrees 23 minutes 23 seconds, an arc distance of 63.85 feet to a point being 25.00 feet west of and parallel with the east line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17;

Thence north 00 degrees 22 minutes 47 seconds east, along said parallel line, a distance of 220.96 feet to a point on the north line of the south half the northwest quarter of the southwest quarter of the northeast quarter of said section 17;

Thence south 89 degrees 17 minutes 27 seconds east, along said north line, a distance of 25.00 feet to the northeast corner of the south half of the northwest quarter of the southwest quarter of the northeast quarter of section 17;

Thence south 00 degrees 22 minutes 47 seconds east along the east line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17, a distance of 319.17 feet;

Thence south 24 degrees 46 minutes 10 seconds west, departing said east line, a distance of 12.17 feet to the **point of beginning** of the parcel of land herein described.

AGENTER (APN 200-10-052D)

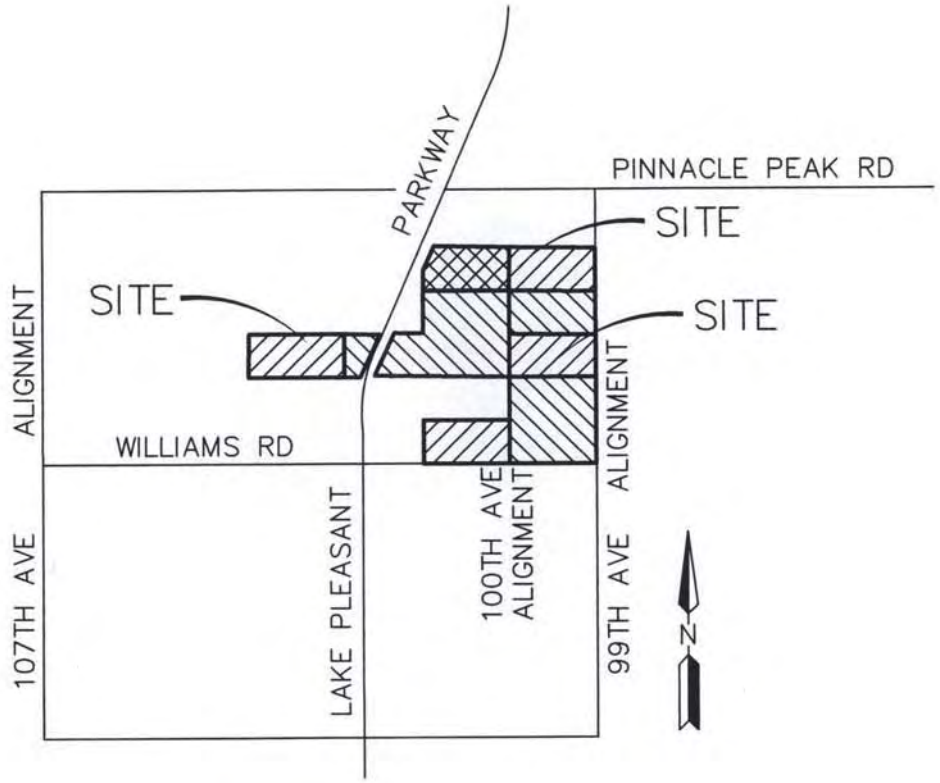
The South half of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

UMBRIA ESTATES (APN'S 200-10-007A)

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

The South half of the Southwest quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved to the United States in patent of said land.



VICINITY MAP

NOT TO SCALE

EXISTING SUNSET RANCH II DEVELOPMENT Z05-25

NEW SUNSET RANCH II DEVELOPMENT Z05-25A.3

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

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

SUNSET RANCH II

PEORIA, ARIZONA

VICINITY MAP

JOB #	9620
DATE	7/31/2012
SCALE	N.T.S.
DRAWN	CRS
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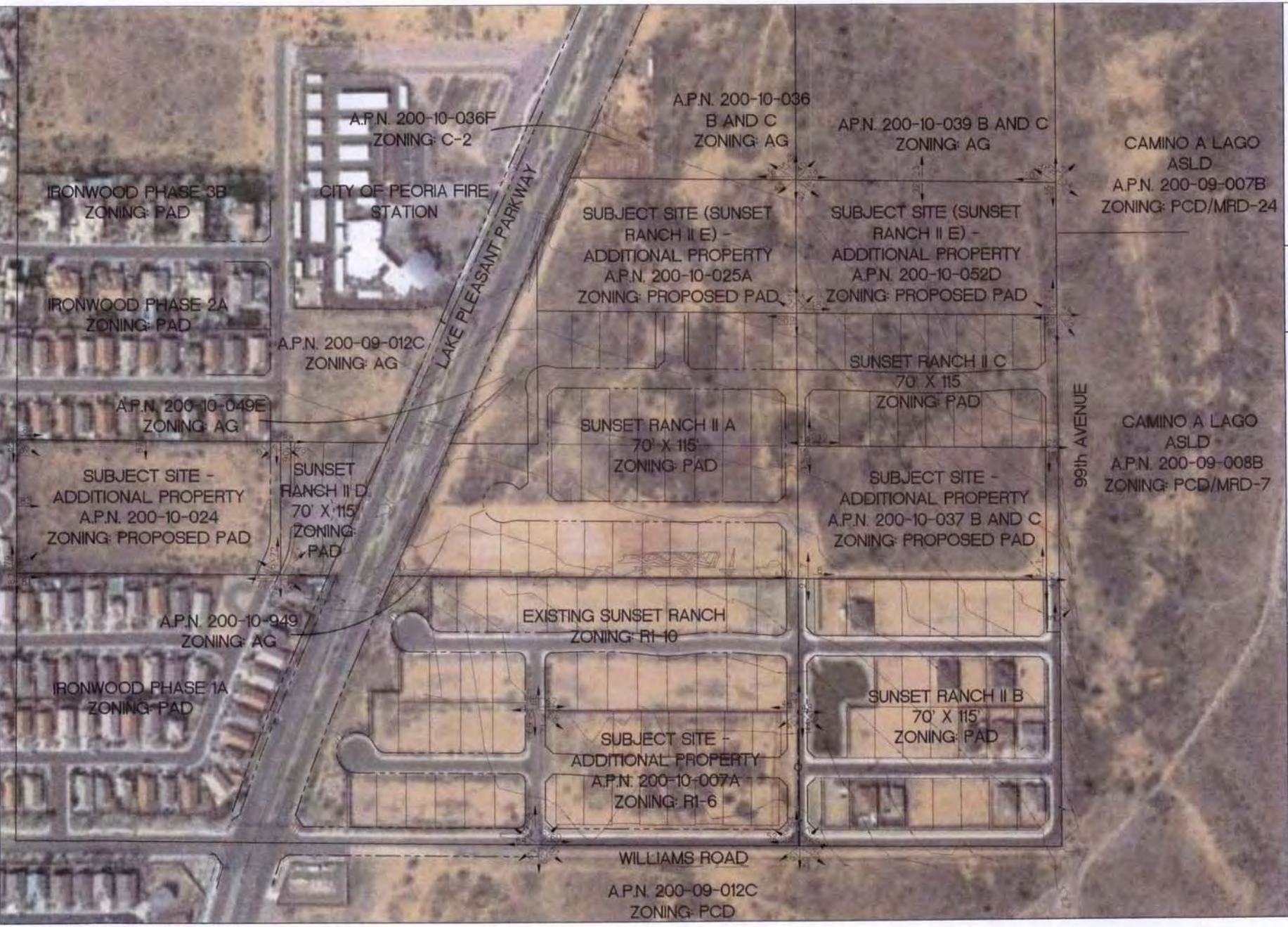

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PRE-APP CONTEXT PLAN

SUNSET RANCH II

MARICOPA

PEORIA

PLAN STATUS

DATE	DESCRIPTION

DESIGN	CRS	CHK'D
DRAWN		

SCALE 1" = N.T.S.
1" = N.T.S.

JOB No. 9620

DATE MAY 2012

FILE No. 1

SHEET 1 OF 5

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PRE-APP CONTEXT PLAN

SUNSET RANCH II

MARICOPA

PEORIA

PLAN STATUS

DATE	DESCRIPTION

DESIGN CRS | DRAWN | CHK'D

SCALE H: N.T.S. V: N.T.S.

JOB No. 9620

DATE MAY 2012

FILE No. 2

SHEET 2 OF 5

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PRE-APP CONTEXT PLAN

SUNSET RANCH II

PEORIA MARICOPA

PLAN STATUS

DATE	DESCRIPTION
DESIGN	CRS DRAWN CHK'D
SCALE	H N.T.S. V N.T.S.
JOB No.	9620
DATE	MAY 2012
FILE No.	3
SHEET	3 OF 5

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Bowman CONSULTING

Bowman Consulting Group, Ltd.
3010 South Priest Drive
Suite 107
Tempe, Arizona 85282
Phone: (480) 629-8830
www.bowmanconsulting.com

PRE-APP CONTEXT PLAN

SUNSET RANCH II

MARICOPA

PEORIA

PLAN STATUS

DATE	DESCRIPTION

DESIGN CRS | DRAWN | CHKD

SCALE H N.T.S. V N.T.S.

JOB No. 9620

DATE MAY 2012

FILE No. 4

SHEET 4 OF 5

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Pre-app Context Plan.dwg

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PRE-APP CONTEXT PLAN

SUNSET RANCH II

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DESIGN	DRAWN	CHKD
	CRS	

SCALE H: N.T.S.
V: N.T.S.

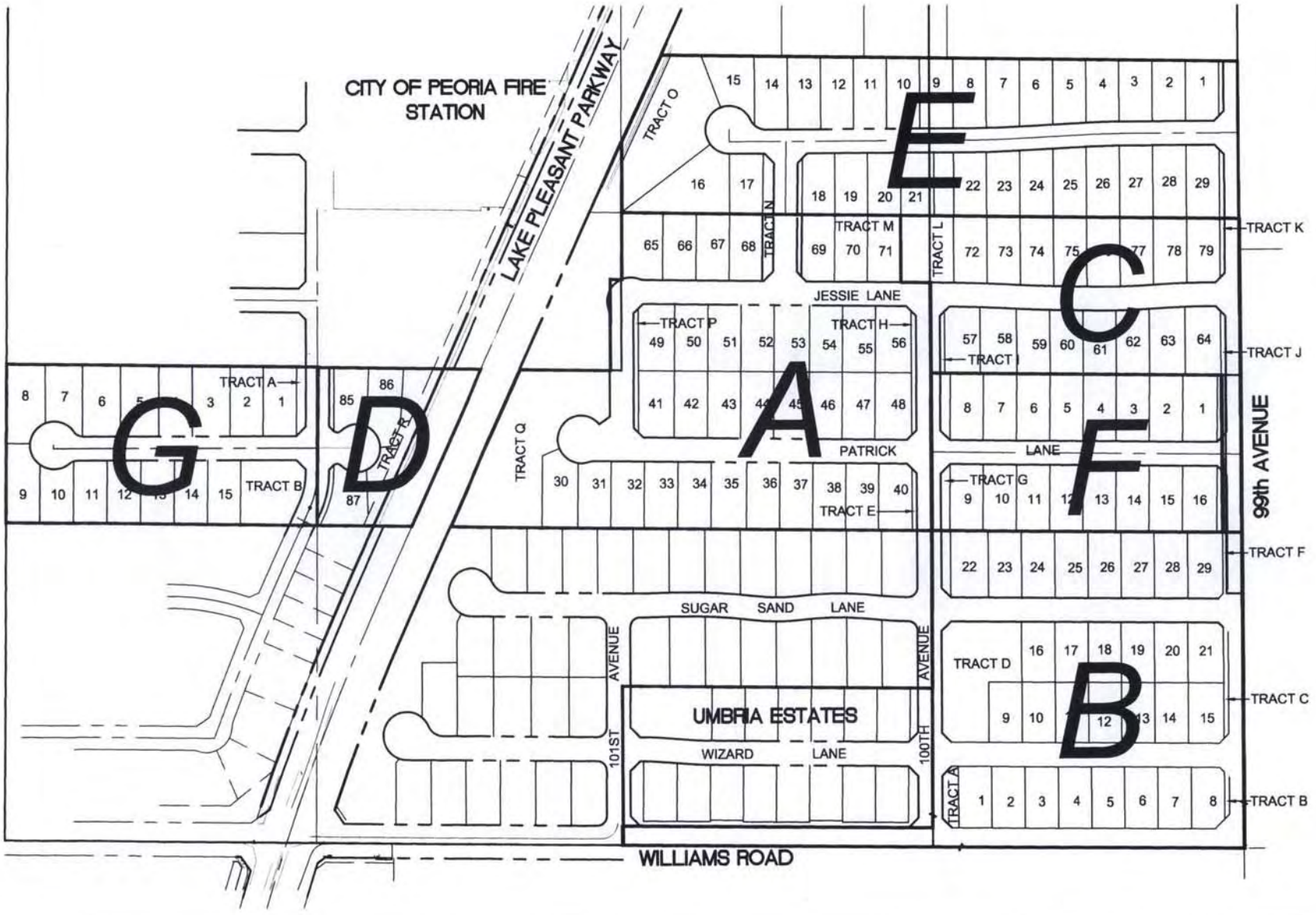
JOB No: 9620

DATE: MAY 2012

FILE No: 5

SHEET 5 OF 5

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Pre-app Context Plan.dwg



Sunset Ranch II

Peoria, Arizona

DEVELOPMENT PLAN

Bowman CONSULTING

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
SHT 1 OF 1	

CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Development Plan.dwg

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN

LEGAL DESCRIPTION

PARCEL NO. 1

The South half of the Southeast 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;

EXCEPT all that part of the South half of the Southeast 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, which lies within a strip of land 130 feet in width, being fifty-five feet wide on the Northeasterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing), 2,280.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE North 00 degrees 10 minutes 23 seconds East, 5,303.31 feet to a point on the North line of said Section 20, which lies South 89 degrees 54 minutes 47 seconds West, 2,279.85 feet from the Northeast corner of said Section 20;

THENCE continuing North 00 degrees 10 minutes 23 seconds East, 1,250.72 feet to the point of curve of a 01 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet;

THENCE Northerly 1,931.38 feet along the arc of said curve to the point of tangency thereof;

THENCE North 24 degrees 18 minutes 55 seconds East 2,360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West, 843.58 feet from the Northeast corner of said Section 17;

THENCE continuing North 24 degrees 18 minutes 55 seconds East, 1,893.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

THENCE Northerly 820.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range;

THENCE North 00 degrees 30 minutes 52 seconds West, 3,126.87 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Final Decree in Condemnation recorded in Docket 10495, page 87.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 2

The North half of the Southeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved unto the United States in Patent of said land.

PARCEL NO. 3

The South half of the Southeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved unto the United States in Patent of said land.

PARCEL NO. 4

The South half of the Northeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved to the United States in Patent to said land recorded in Docket 3460, Page 283; and

EXCEPT all of that part of the South half of the Northeast quarter of the Southeast 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, which lies within a strip of land 130 feet in width, being 55 feet wide on the Northeasterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing), 2,280.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE North 00 degrees 10 minutes 23 seconds East, 5,303.31 feet to a point on the North line of said Section 20, which lies South 89 degrees 54 minutes 47 seconds West, 2,279.85 feet from the Northeast corner of said Section 20;

THENCE continuing North 00 degrees 10 minutes 23 seconds East, 1,250.72 feet to the point of curve of a 01 degree 15 minute 00 seconds curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet;

THENCE Northerly 1,931.38 feet along the arc of said curve to the point of tangency thereof;

THENCE North 24 degrees 18 minutes 55 seconds East 2,360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West, 843.58 feet from the Northeast corner of said Section 17;

THENCE continuing North 24 degrees 18 minutes 55 seconds East, 1,893.32 feet to the point of curve of a 04 degrees 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

THENCE Northerly 820.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range;

THENCE North 00 degrees 30 minutes 52 seconds West, 3,126.87 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Deed recorded in Docket 10079, page 185; and

EXCEPT that portion of the parcel described in the Maricopa County Recorders Office Document No. 2002-0382001, located in Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being 30 feet wide and lying Northeasterly to the 55 foot right of way line, per Docket 10079, page 185, and Southeasterly 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 Base and Meridian, from which a stone, as per GLO notes, marking the North quarter corner of said Section 17, bears North 00 degrees 33 minutes 00 seconds East, 2645.16 feet; thence South 89 degrees 23 minutes East, 590.47 feet to a non-tangent curve on the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, for the City of Peoria, "Lake Pleasant Parkway", recorded in Book 662 of Maps, page 37 in the Maricopa County Recorders Office, together with the Certificate of Correction in the Maricopa County Recorders Office Document No. 2004-0308685; thence Northeasterly 517.22 feet along said non-tangent curve concave Southeasterly and having a radius of 4,583.66 feet, and a central angle of 6 degrees 27 minutes 55 seconds, whose radius bear South 71 degrees 41 minutes 56 seconds East; thence North 24 degrees 45 minutes 59 seconds East, 194.31 feet along said right of way centerline to the North line of the final plat of IRONWOOD-PHASE 1A, recorded in Book 483 of Maps, page 20 in the Maricopa County Recorders Office, thence North 89 degrees 20 minutes 19 seconds West, 82.18 feet along said North line to a line parallel with and 75.00 feet measured perpendicular Westerly from the said existing right of way centerline of Lake Pleasant Road, and the POINT OF BEGINNING; thence North 24 degrees 45 minutes 59 East, 2166.55 feet along said parallel line to the North line of Section 17, and the POINT OF TERMINATION, from which a stone marking the North quarter corner of Section 17, bears North 89 degrees 06 minutes 45 seconds West, 1881.84 feet.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent

PARCEL NO. 5

The North half of the Northeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

PARCEL NO. 6

The South half of the Northeast quarter of the Southeast quarter of Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County Arizona;

EXCEPT all oil, gas and other mineral deposits as reserved in Patent from the United States of America.

PARCEL NO. 7

The North half of the Northeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

SCHEDULE "B" – EXCEPTIONS

(K) Easement for roadway and public utilities, and rights incidental thereto as set forth in Docket 2784, page 386.

(L) Easement for roadway and public utilities, and rights incidental thereto as set forth in Docket 2974, page 12.

(M) Easement for roadway and public utilities, and rights incidental thereto as set forth in Docket 3310, Page 142.

(N) Easement for roadway and public utilities, and rights incident thereto as set forth in Docket 3447, Page 78.

(O) Easement for roadway and public utilities, and rights incident thereto as set forth in Docket 3448, Page 448.

(P) Easement for roadway and public utilities, and rights incidental thereto as set forth in Docket 3457, Page 498.

(Q) Easement for road and public utility, and rights incident thereto as set forth in Docket 3460, page 283.

(R) Easement for wash/drainage, and rights incident thereto as set forth in Document No. 2003-1719029.

(S) Easement for drainage facilities, slopes or public utilities, and rights incident thereto as set forth in Document No. 2005-0548018.

(T) Easement for drainage, and rights incident thereto as set forth in Document No. 2005-0873838.

(U) All matters set forth in instrument recorded in Document No. 2005-0424779.

(V) Any action that may be taken by the Arizona Department of Transportation to acquire right of way and access for State Highway, as disclosed by Resolution of Establishment recorded in Document No. 2004-1134587.

(W) Any action that might be taken by the Flood Control District of Maricopa County for the acquisition of land for Flood Control as set forth in Document No. 2002-0541312. DOES NOT APPEAR TO DIRECTLY AFFECT SUBJECT PROPERTY

(X) Matters contained in that certain document entitled Resolution No. 03-095 as set forth in Document No. 2003-0975494.

(Y) Matters contained in that certain document entitled Developer Assistance Agreement as set forth in Document No. 2006-0150522. MAY AFFECT SUBJECT PARCELS.

(Z) Matters contained in that certain document entitled Ordinance No. 05-03 as set forth in Document No. 2006-0200034. AFFECTS SUBJECT PARCELS.

(AA) Matters contained in that certain document entitled Drainage and Maintenance Easement Agreement as set forth in Document No. 2006-0150522 and re-recorded in Document No. 2008-1098148.

(AB) Matters contained in that certain document entitled Ordinance No. 07-05 as set forth in Document No. 2009-0677025. AFFECTS SUBJECT PARCELS.

NOTES

1. THIS SURVEY IS BASED SOLELY ON COMMITMENTS FOR TITLE INSURANCE ISSUED BY SECURITY TITLE AGENCY, ORDER NO. ST10002047, DATED MARCH 20 2010.

2. ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

3. WITH REGARD TO THE TABLE "A" OPTIONAL RESPONSIBILITIES AND SPECIFICATIONS 16,17&18. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING OR CONSTRUCTION AT THE TIME OF THIS SURVEY UNLESS OTHERWISE SHOWN HEREON. THERE IS NO CHANGES IN STREET RIGHTS-OF WAY THAT THE SURVEYOR HAS BEEN MADE AWARE OF AND THERE WAS NO VISIBLE EVIDENCE OF WASTE DUMPING ON THESE SITES AT THE TIME OF THIS SURVEY.

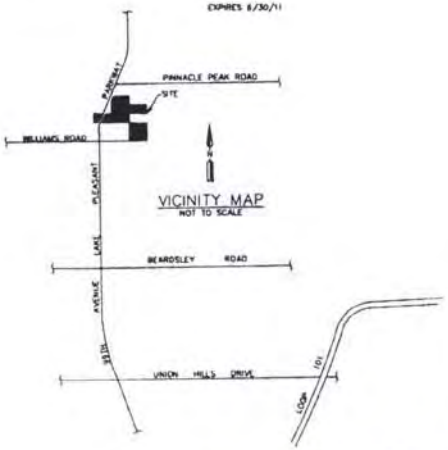
SURVEYOR'S CERTIFICATION

TO: Woodside Encore at Sunset Ranch, LLC, Danville Land Investments, LLC and Security Title Agency

This is to certify that this map or plat and the survey upon which it is based were made (1) in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM in 2005, and includes items 1,2,4,8,10,11a,16,17 and 18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Arizona, the Relative Positional Accuracy of this survey does not exceed that which id specified therein.

JAMES C. ELLIS
RLS# 27233

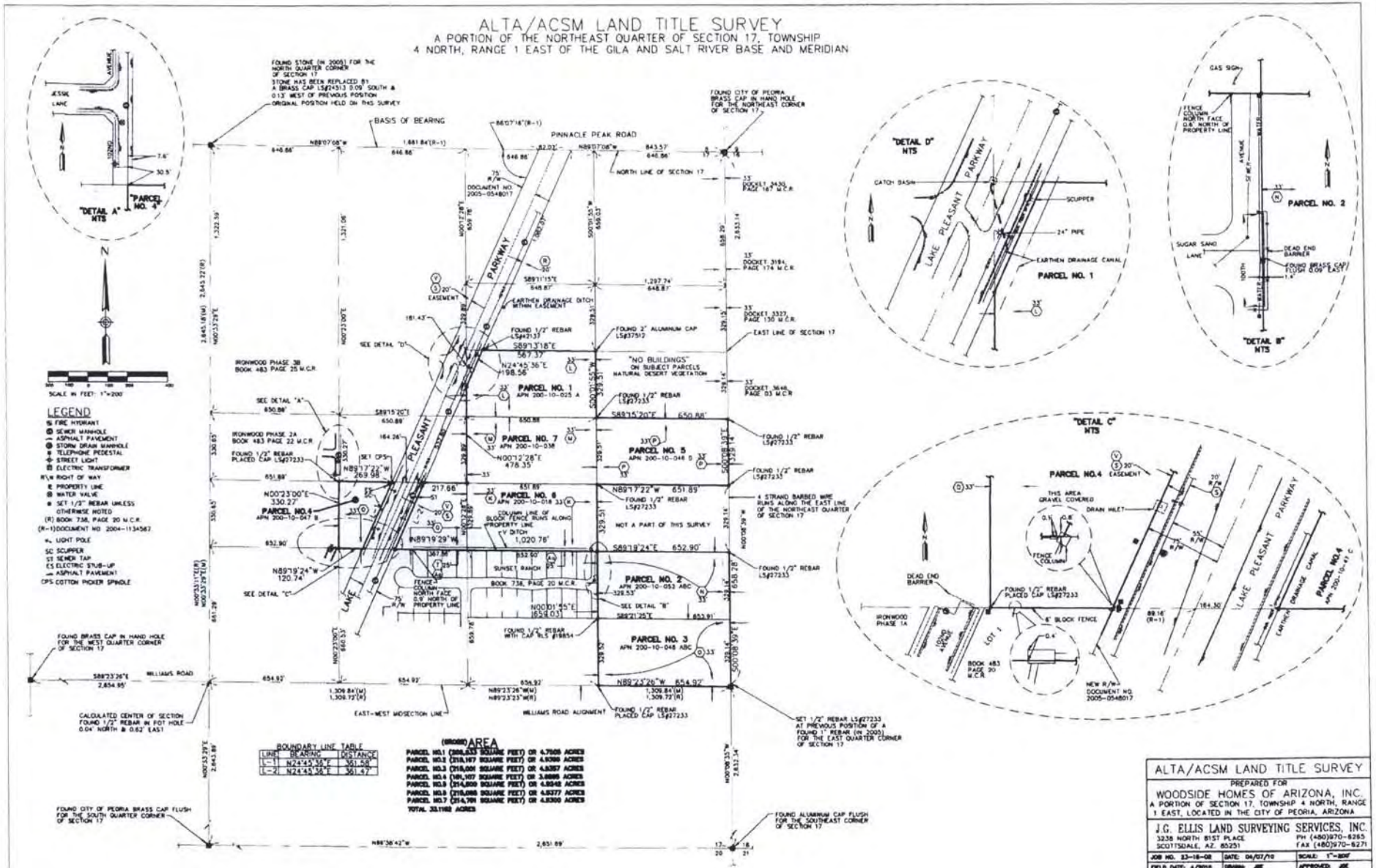
EXPIRES 6/30/11



ALTA/ACSM LAND TITLE SURVEY		
PREPARED FOR WOODSIDE HOMES OF ARIZONA, INC. A PORTION OF SECTION 17, TOWNSHIP 4 NORTH, RANGE EAST, LOCATED IN THE CITY OF PEORIA, ARIZONA		
J.G. ELLIS LAND SURVEYING SERVICES, INC. 3238 81ST PLACE SCOTTSDALE, AZ. 85251		PH (480)970-8265 FAX (480)970-8271
JOB NO. 53-10-02	DATE: 04/07/10	SCALE: N/A
FIELD DATE: 4/2010	DRAWN: JGE	APPROVED: JGE
REV.		DWG. NO. 1 OF 2

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN



ALTA/ACSM LAND TITLE SURVEY

PREPARED FOR

WOODSIDE HOMES OF ARIZONA, INC.

A PORTION OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, LOCATED IN THE CITY OF PEORIA, ARIZONA

J.G. ELLIS LAND SURVEYING SERVICES, INC.
3238 NORTH 81ST PLACE
SCOTTSDALE, AZ. 85251
PH (480)970-8265
FAX (480)970-8271

JOB NO. 33-16-02	DATE: 04/07/10	SCALE: 1"=200'
FIELD DATE: 4/2010	DRAWN: JBE	APPROVED: JBE

REV.

DWG. NO. 2 OF 2

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 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.

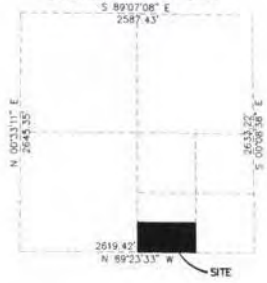
5. PURSUANT TO TABLE "A", ITEM 20(b), THE SUBJECT PROPERTY HAS NO OFFSITE EASEMENTS OR SERVITUDES BENEFITING THE SURVEYED PROPERTY THAT ARE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR AND THAT ARE OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY.

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.

NORTHEAST 1/4 SECTION 17 BREAKDOWN



TITLE COMMITMENT SCHEDULE B – SECTION II REVIEW

THE TITLE DOCUMENTS FOR THE SURVEYED PROPERTY HEREIN DESCRIBED PROVIDED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY FILE NO. 55110648-055-GW, EFFECTIVE DATE: AUGUST 30, 2011 AT 7:50 A.M. 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.

(a) THE FOLLOWING ITEMS LISTED AS EXCEPTIONS PERTAIN TO THE SURVEYED PROPERTY HOWEVER, ARE NOT SURVEY RELATED MATTERS: ITEMS 1-6.

(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 UNBEKNOWNST 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:

ITEM 7 PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO RIGHT(S) OF WAY FOR CANALS, DITCHES, ROADWAYS, AND PUBLIC UTILITIES AS SET FORTH IN DOCKET 2672, PAGE 228. (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN)

ITEM 8 PROPERTY IS SUBJECT TO ANY ACTION THAT MAY BE TAKEN BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY TO ACQUIRE PROPERTY OR RIGHTS OF WAY FOR FLOOD CONTROL AS DISCLOSED BY RESOLUTION FCD 2001R012, AS SET FORTH IN DOCUMENT 2002-0541312. (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN)

ITEM 9 PROPERTY IS SUBJECT TO ALL MATTERS AS SET FORTH IN THAT CERTAIN INSTRUMENT ENTITLED "DEVELOPER ASSISTANCE AGREEMENT BETWEEN PEORIA UNIFIED SCHOOL DISTRICT NO. 11 AND J.W. ANDERSON REALESTATE INVESTMENTS, LLC" AS RECORDED IN DOCUMENT 2005-1515005. (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN)

ITEM 10 PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO ORDINANCE NO. 05-74 AS RECORDED IN DOCUMENT 2005-1915581. (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN)

(11) ITEM 11 PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO EASEMENTS FOR DRAINAGE BASIN, AS SET FORTH IN DOCUMENT 2010-0449042. (ITEM IS SHOWN HEREON)

(12) ITEM 12 PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO EASEMENTS FOR PUBLIC ROADWAYS AND UTILITIES AS SET FORTH IN THE FOLLOWING DOCUMENTS: 2010-0667279, AND THEREAFTER THE EFFECT OF RESOLUTION NO 2010-87; 2010-0896401, AND THEREAFTER THE EFFECT OF RESOLUTION NO 2010-86; 2010-0898426. (ITEM IS SHOWN HEREON)

(13) ITEM 13 PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO EASEMENTS FOR PUBLIC UTILITIES AND STORM DRAIN AS SET FORTH IN THE FOLLOWING DOCUMENTS: 2010-0667287, AND THEREAFTER THE EFFECT OF RESOLUTION NO. 2010-87; 2010-0896401. (ITEM IS SHOWN HEREON)

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 SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST 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 ALL OIL, GAS AND MINERAL RIGHTS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

BASIS OF BEARING

BASIS OF BEARING IS THE EAST 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

SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

SHEET INDEX

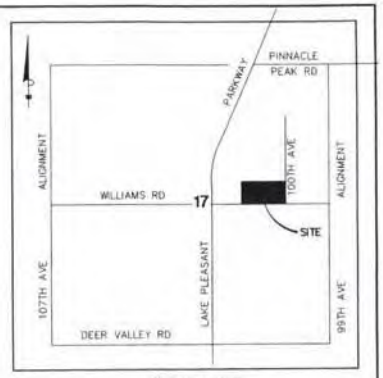
1 COVER, NOTES, SCHEDULE 'B' ITEMS
2 SITE DETAIL, & EASEMENTS

SURVEYOR'S CERTIFICATE

TO: COMMONWEALTH LAND TITLE INSURANCE COMPANY
SECURITY TITLE AGENCY
SOUTHWEST HOMEBUILDERS, INC. AN ARIZONA CORPORATION
WOODSIDE ENCORE AT SUNSET RANCH, LLC

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, 8, 11(b), 16, 17, and 20(b) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03/23/12.

[redacted] R.L.S. #33315 — 04/04/2012 DATE



VICINITY MAP
N.T.S.

ALTA/ACSM LAND TITLE SURVEY
OF

UMBRIA ESTATES

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

SCALE: N.T.S. DATE: APRIL 04, 2012

REVISION

Bowman CONSULTING
Bowman Consulting Group, Ltd.
3200 E. Camelback Rd. Suite 350
Phoenix, Arizona 85018
Phone: (480) 629-8830
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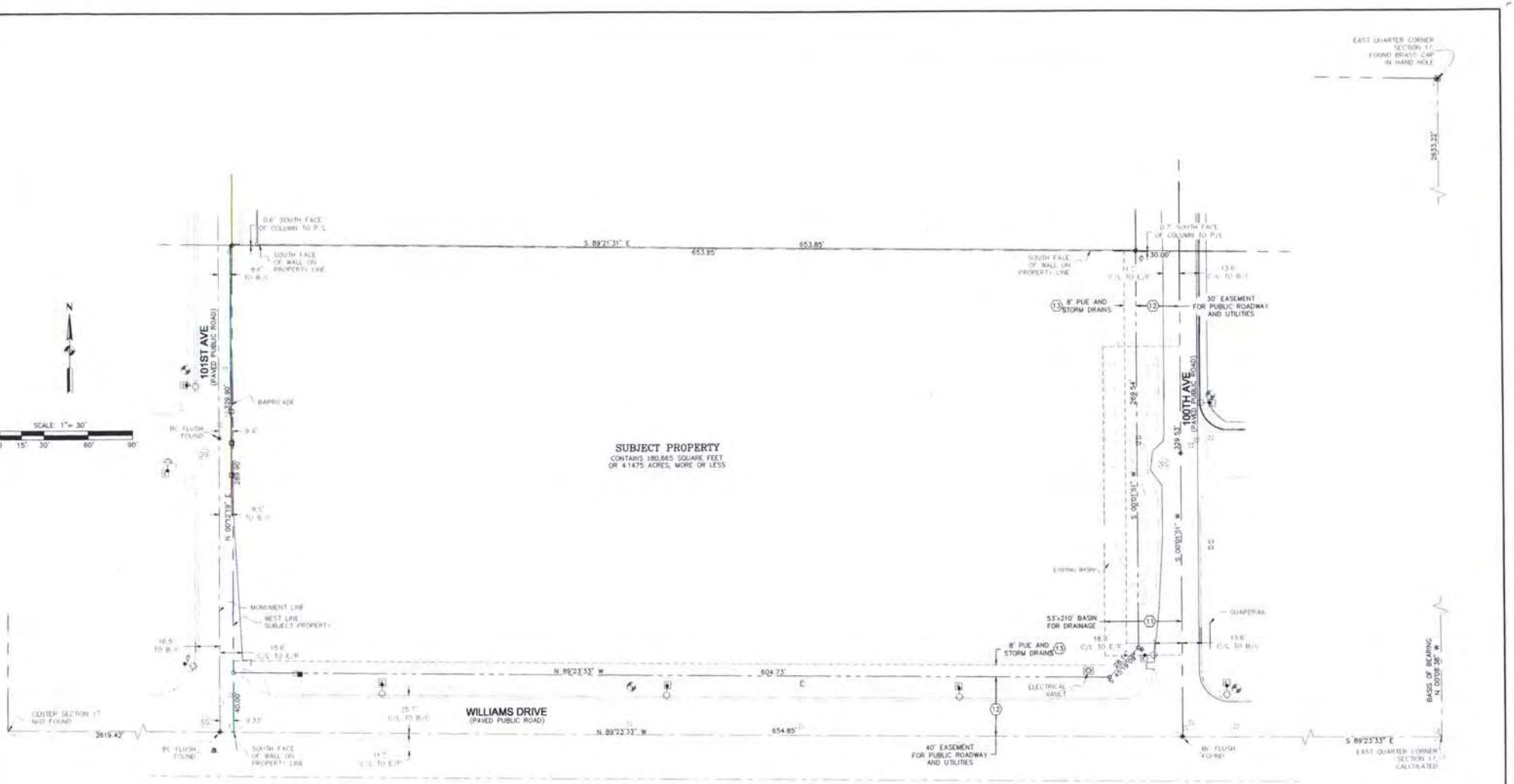
DWG P:\9575 - Umbria\9575-01-002 (SUR)\Survey\Dwg\9575-01-002-ALTA.dwg | BY: LB | CHK: DH | QC:

BCG PROJECT NO: 9575-01-002 | TASK: 002 | COUNTY REF NO: | SHEET 1 OF 2

9575-01-02-ALTA.dwg



LEGEND

- SET REBAR, LS# 33315
- BRASS CAP
- REBAR FOUND
- FIRE HYDRANT
- WATER VALVE
- ELECTRICAL CABINET
- LIGHT POLE
- WATER METER
- SEWER MANHOLE
- GAS MARKER
- SIGN
- TELEPHONE RISER
- CABLE TV RISER

P/L PROPERTY LINE
C/L CENTER LINE
M/L MONUMENT LINE
B/C BACK OF CURB
E/P EDGE OF PAVEMENT
PUE PUBLIC UTILITY EASEMENT
BC BRASS CAP

ALTA/ACSM LAND TITLE SURVEY
OF

UMBRIA ESTATES

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

SCALE N.T.S. DATE APRIL 04, 2012

REVISION

Bowman CONSULTING

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DWG P:\9575 - Umbria\9575-01-002 ISUR\Survey\Dwg\9575-01-002-ALTA.dwg			BY: LB	CHK: CH	QC:
BCG PROJECT NO: 9575-01-002	TASK: 002	COUNTY REF NO:		SHEET 2 OF 2	

9575-01-02-ALTA.dwg

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 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.

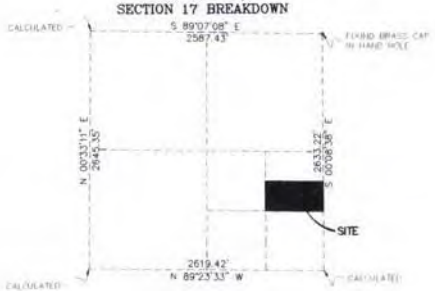
5. PURSUANT TO TABLE "A", ITEM 20(b), THE SUBJECT PROPERTY HAS NO OFFSITE EASEMENTS OR SERVITUDES BENEFITING THE SURVEYED PROPERTY THAT ARE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR AND THAT ARE OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY.

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.

NORTHEAST 1/4 SECTION 17 BREAKDOWN



TITLE COMMITMENT SCHEDULE B – SECTION II REVIEW

THE TITLE DOCUMENTS FOR THE SURVEYED PROPERTY HEREIN DESCRIBED PROVIDED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY FILE NO. 82110197-062-RK, EFFECTIVE DATE: MARCH 12, 2012 AT 7:30 A.M., AMENDMENT NO.: 2, AMENDMENT DATE: MARCH 20, 2012, 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

(a) THE FOLLOWING ITEMS LISTED AS EXCEPTIONS PERTAIN TO THE SURVEYED PROPERTY HOWEVER, ARE NOT SURVEY RELATED MATTERS: ITEMS 1-6.

(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 UNBEKNOWNST 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.

(4) ITEM 4 — PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO PATENT FROM THE UNITED STATES OF AMERICA, DOCKET 3324, PAGE 299. (ITEM IS SHOWN HEREON)

ITEM 5 — PROPERTY IS SUBJECT TO ANY ACTION THAT MAY BE TAKEN BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY TO ACQUIRE PROPERTY OR RIGHTS OF WAY FOR FLOOD CONTROL AS DISCLOSED BY RESOLUTION FCD 2001R012, AS SET FORTH IN DOCUMENT 2002-0541312. (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN)

(6) ITEM 6 — PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO PUBLIC UTILITY EASEMENT AS SET FORTH IN DOCUMENT 2012-204599. (ITEM IS SHOWN HEREON)

(7) ITEM 7 — PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO DEDICATION OF PUBLIC ROADWAY AS SET FORTH IN DOCUMENT 2012-204600. (ITEM IS SHOWN HEREON)

(8) ITEM 8 — PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO TEMPORARY STORM WATER DRAINAGE EASEMENT AS SET FORTH IN DOCUMENT 2012-204601. (ITEM IS SHOWN HEREON)

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

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED TO THE UNITED STATES IN PATENT OF SAID LAND.

BASIS OF BEARING

BASIS OF BEARING IS THE EAST 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

SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

SHEET INDEX

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

SURVEYOR'S CERTIFICATE

TO: CHICAGO TITLE INSURANCE COMPANY
SECURITY TITLE AGENCY
WOODSIDE ENCORE AT SUNSET RANCH, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
SALINAS REVOCABLE TRUST U/D/T

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, 8, 11(b), 16, 17, and 20(b) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03/23/12.

[redacted] 04/04/2012

JASON R. KACK [redacted]53315 DATE
jrack@bowmanco.com

VICINITY MAP
NTS

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

SCALE: N.T.S. PHOENIX, ARIZONA DATE: APRIL 04, 2012

REVISION

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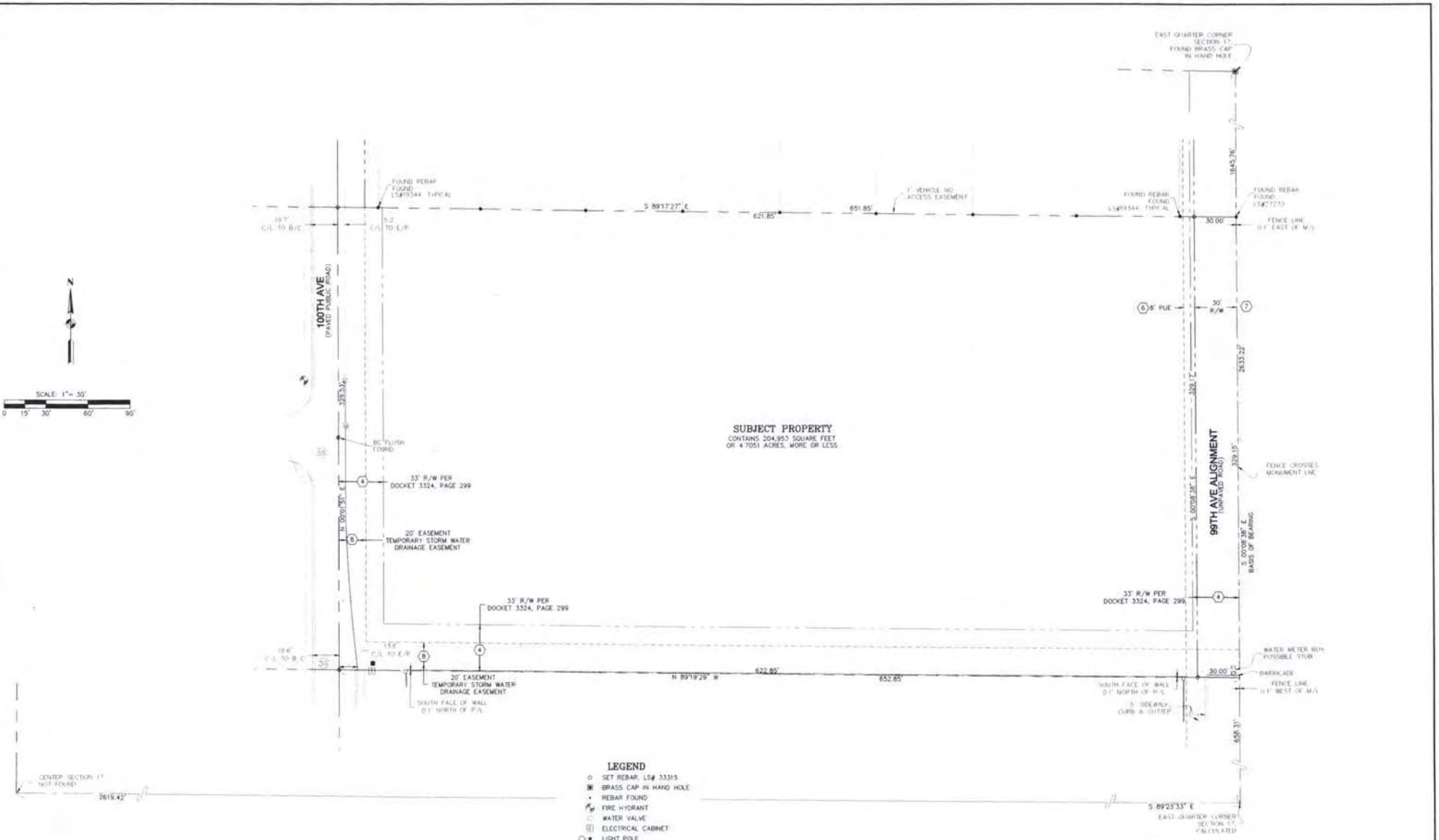
Bowman Consulting Group, Ltd.

DWG: P:\9620 - Salinas\9620-01-001 (SUR)\Survey\Dwg\9620-01-001-ALTA.dwg	BY: LB	CHK: CH	QC:
BCG PROJECT NO: 9620-01-001	TASK: 001	COUNTY REF NO:	SHEET 1 OF 2

9620-01-001-ALTA.dwg



LEGEND

- SET REBAR, LS# 33315
- BRASS CAP IN HAND HOLE
- REBAR FOUND
- FIRE HYDRANT
- WATER VALVE
- ELECTRICAL CABINET
- LIGHT POLE
- WATER METER
- SEWER MANHOLE
- GAS MARKER
- SIGN
- TELEPHONE RISER
- CABLE TV RISER

P/L PROPERTY LINE
C/L CENTER LINE
M/L MONUMENT LINE
B/C BACK OF CURB
E/P EDGE OF PAVEMENT
PUE PUBLIC UTILITY EASEMENT
BC BRASS CAP

ALTA/ACSM LAND TITLE SURVEY
OF

SALINAS ESTATES
LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

SCALE: N.T.S. PHOENIX, ARIZONA DATE: APRIL 04, 2012

REVISION

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DWG P:\9620 - Salinas\9620-01-001 (SUR)\Survey\Dwg\9620-01-001-ALTA.dwg | 01: LB | CHK: CH | QC:

BCG PROJECT NO: 9620-01-001 | TASK: 001 | COUNTY REF NO. | SHEET 2 OF 2

9620-01-001-ALTA.dwg

TITLE COMMITMENT SCHEDULE B – SECTION II REVIEW

THE TITLE DOCUMENTS FOR THE SURVEYED PROPERTY HEREIN DESCRIBED PROVIDED BY: COMMONWEALTH LAND TITLE INSURANCE COMPANY FILE NO.55120654-055-GW, EFFECTIVE DATE: APRIL 17, 2012 AT 7:50 AM, 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.

(a) THE FOLLOWING ITEMS LISTED IN THE TITLE REPORT AS EXCEPTIONS PERTAIN TO THE SURVEYED PROPERTY, HOWEVER, ARE NOT SURVEY RELATED MATTERS:
ITEMS 1–4 AND 9–11

(b) 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.

(c) 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 RIGHT OF WAY FOR ROADWAY AND PUBLIC UTILITY PURPOSES AS SET FORTH IN MCR DOCKET 3646, PAGE 3. (ITEM IS SHOWN HEREON)

ITEM 6 PROPERTY MAY BE SUBJECT TO ANY ACTION THAT MAY BE TAKEN BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY TO ACQUIRE PROPERTY OR RIGHTS OF WAY FOR FLOOD CONTROL AS DISCLOSED BY RESOLUTION FCD 2001R012 AS RECORDED IN MCR DOCUMENT 2002-0541312 (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN HEREON)

ITEM 7 PROPERTY MAY BE SUBJECT TO ALL MATTERS CONTAINED IN THAT CERTAIN INSTRUMENT ENTITLED "REPAYMENT ZONE-LAKE PLEASANT PARKWAY (TOWNSHIPS 4 & 5 NORTH, RANGE 1 EAST, G&SRB&M, MARICOPA COUNTY, ARIZONA)" WHICH AMONG OTHER THINGS, MAY PROVIDE FOR COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIABILITIES, AND OBLIGATIONS AS SET FORTH IN MCR DOCUMENT 2005-0424779. (ITEM IS BLANKET IN NATURE AND IS NOT SHOWN HEREON)

ITEM 8 PROPERTY MAY BE SUBJECT TO ALL MATTERS CONTAINED IN THAT CERTAIN INSTRUMENT ENTITLED "LAKE PLEASANT PARKWAY STREET REPAYMENT ZONE RZ P04-0080" WHICH AMONG OTHER THINGS, MAY PROVIDE FOR COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIABILITIES, AND OBLIGATIONS AS SET FORTH IN MCR DOCUMENT 2010-0967231 (ITEM DOES NOT AFFECT SUBJECT PARCEL 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

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 SOUTH HALF OF THE SOUTHEAST 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;

SAID PARCEL CONTAINS 214,186 SQUARE FEET OR 4.9166 ACRES, MORE OR LESS.

SHEET INDEX

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

BASIS OF BEARING

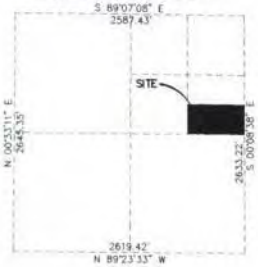
BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID BEARING BEING

SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

ADDRESS

ADDRESS OF SUBJECT PROPERTY IS NOT KNOWN

NORTHEAST 1/4 SECTION 17 BREAKDOWN



SURVEYOR'S CERTIFICATE

TO: COMMONWEALTH LAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION
WOODSIDE ENCORE AT SUNSET RANCH, LLC
BRUCE AGENTER, TRUSTEE OF A & B INVESTMENTS, INC. DEFINED BENEFIT PLAN AND TRUST
HAMMER HOMES, INC., AN ARIZONA CORPORATION
SECURITY TITLE AGENCY, INC., AN ARIZONA CORPORATION

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 MAY 3, 2012.

[redacted] 05-07-2012
JASON B. KAC [redacted] #33315 DATE
jkack@bowmaninc.com

ALTA/ACSM LAND TITLE SURVEY
OF
AGENTER 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

SCALE: N.T.S. DATE: MAY 07, 2012

REVISION	
5/7/12	CLIENT COMMENTS

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DWG: BY: LB CHK: CH QC:
BCG PROJECT NO: 9820-01 TASK: 002 COUNTY REF NO: SHEET 1 OF 2

9820-01-002 Agenter ALTA_v2.dwg

LEGEND

- ★ FOUND ALUMINUM CAP, FLUSH
- ● FOUND REBAR
- ○ SET PK NAIL

S/W SIDEWALK
P/L PROPERTY LINE
R/W RIGHT-OF-WAY
ALUM ALUMINUM
DKT. MCR DOCKET
MCR MARICOPA COUNTY RECORDER
PUE PUBLIC UTILITY EASEMENT

ALTA/ACSM LAND TITLE SURVEY
OF
AGENTER
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

SCALE N.T.S. DATE MAY 07, 2012

REVISION	
5/7/12	CLIENT COMMENTS

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DWG			BY: LB	CHK: CH	QC:
BCG PROJECT NO: 9620-01	TASK: 002	COUNTY REF NO:		SHEET 1 OF 2	

9620-01-002 Agenter ALTA_v2.dwg

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 SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST 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 THAT PORTION DESCRIBED AS FOLLOWS, AS CONVEYED TO THE CITY OF PEORIA IN INSTRUMENT RECORDED IN DOCUMENT NO. 2012-204614

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17 FROM WHICH THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17 BEARS NORTH 00 DEGREES 22 MINUTES 47 SECONDS EAST, A DISTANCE OF 330.29 FEET;

THENCE NORTH 89 DEGREES 19 MINUTES 29 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 5.03 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 89 DEGREES 19 MINUTES 29 SECONDS WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 54.77 FEET;

THENCE NORTH 24 DEGREES 46 MINUTES 10 SECONDS EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 51.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24 DEGREES 23 MINUTES 23 SECONDS, AN ARC DISTANCE OF 63.85 FEET TO A POINT BEING 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE NORTH 00 DEGREES 22 MINUTES 47 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 220.96 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89 DEGREES 17 MINUTES 27 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE SOUTH 00 DEGREES 22 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 319.17 FEET;

THENCE SOUTH 24 DEGREES 46 MINUTES 10 SECONDS WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 12.17 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED.

SAID PARCEL CONTAINS 205,913 SQUARE FEET OR 4.7271 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.12210364, AMEND NO. 4, EFFECTIVE DATE APRIL 19, 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

(a) THE FOLLOWING ITEMS LISTED AS EXCEPTIONS PERTAIN TO THE SURVEYED PROPERTY HOWEVER, ARE NOT SURVEY RELATED MATTERS: ITEMS 1-6, 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 UNBEKNOWNST 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

(7) ITEM 7 PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO AN EASEMENT FOR PUBLIC UTILITIES AND STORM DRAIN FACILITIES AND RIGHTS INCIDENT THERETO AS SET FORTH IN DOCUMENT 2012-204612. (ITEM IS SHOWN HEREON)

ITEM 9 PROPERTY MAY BE SUBJECT TO RIGHT OF WAY FOR 102ND AVENUE (NO DOCUMENTATION PROVIDED BY INSURER)

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(b), 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 EAST 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:

SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

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
DANIEL G. ONG, SUCCESSOR TRUSTEE 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

JASON R. KACK [redacted] 15
jkack@bowmancg.co[redacted]

05-03-2012
DATE

ALTA/ACSM LAND TITLE SURVEY
OF

ONG SOUTH 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

SCALE: N.T.S. DATE: MAY 08, 2012

REVISION	
05.08.12	CLIENT COMMENTS

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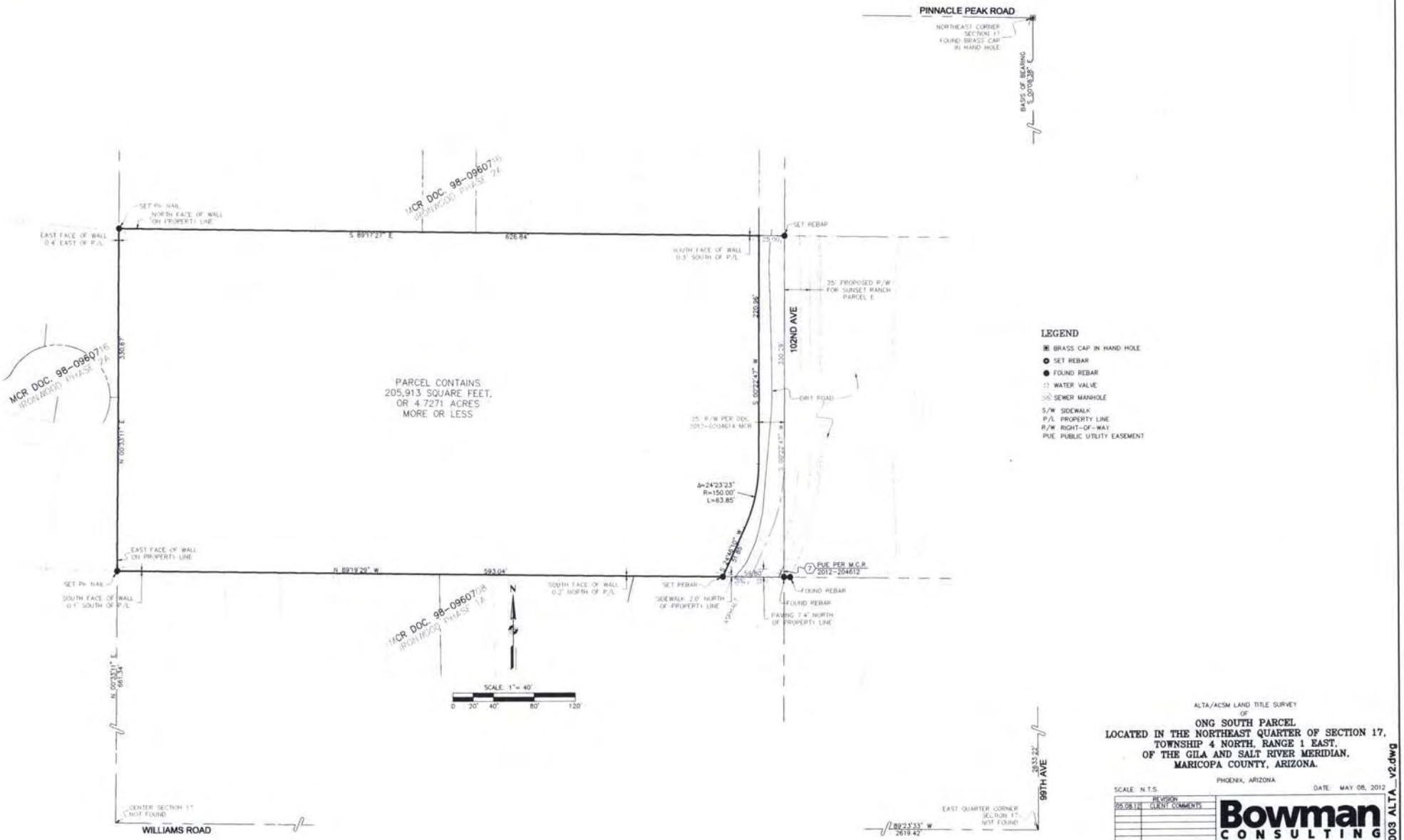
DWG:	BY: LB	CHK: CH	QC:
BCG PROJECT NO 9820-01	TASK: 003	COUNTY REF NO:	SHEET 1 OF 2

9820-01-003 ALTA_v2.dwg



ALTA/ACSM LAND TITLE SURVEY
OF
ONG SOUTH 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

SCALE: N.T.S. DATE: MAY 08, 2012

REVISION	
05.08.12	CLIENT COMMENTS

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3010 S. Priest Dr. Suite 101
Tempe, Arizona 85282

Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowmanconsulting.com

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DWG: BY: LB CHK: CH QC:

BCG PROJECT NO: 9620-01 TASK: 003 COUNTY REF NO: SHEET 1 OF 2

9620-01-003 ALTA_v2.dwg

SUNSET RANCH 2

CONCEPTUAL
LANDSCAPE
PLANS

REVISED 11/3/05

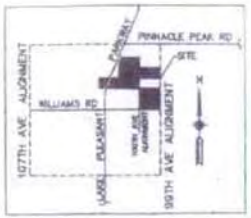
CITY NOTES

LANDSCAPE AND IRRIGATION

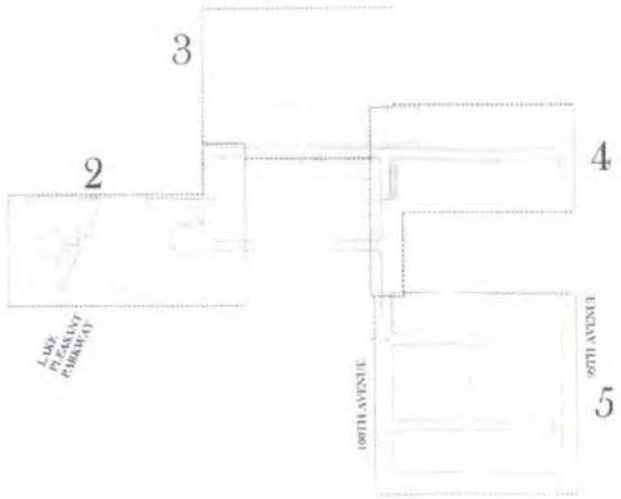
1. All landscape and irrigation installed within the public right-of-way or other City maintained areas shall be retained per the approved plans. All landscaping approved as a part of this site plan process shall be installed per the approved plans. Any deviations to the approved plans require City approval.
2. Permits are required for electrical connections, including electric meter installation, backflow preventers, and work within the City right-of-way or City dedicated property. The Contractor is responsible for obtaining those permits prior to the commencement of any work.
3. All landscape projects requiring City maintenance or within the City right-of-way must be inspected for the following:
   A. Plant locations: these locations shall be staked in the field with identification as to trees or shrubs, or notes for the plant materials may be flagged with identification of plant type. Use of this method does not relieve the Contractor of any plans miscalculations made by the City.
   B. Irrigation installation: Inspections shall be made at the point the irrigation system is installed. Inspections of the pipe depth, automatic valve installation and anchor/spray installations will be made.
   C. Substantial Completion: An inspection at completion of the landscape and irrigation installation will be made. Any deficiencies in the installation will be noted and corrected by the Contractor during the maintenance period.
   D. Final Acceptance: A final inspection is required prior to City acceptance of the landscape and irrigation improvements.

The above inspections require a minimum of 48-hours prior notification to the City. Call the Peoria Community Development Department at (623) 773-7200 and leave a message including the subdivision, location and type of inspection to arrange for these inspections.

4. Separate inspections are required for the backflow preventer and electrical connections. Please call (623) 773-7239 a minimum of 39 hours prior to arrange for these inspections.
5. Landscape and irrigation, which is installed on private property in conjunction with a City approved site plan, will be inspected by the Community Development Department for conformance to the approved site plan prior to issuance of a certificate of occupancy.
6. The landscape and irrigation for this project will be maintained by the Homeowners Association per the approved plans.
7. All City maintained property require a 90-day maintenance period to begin at the date of substantial completion as determined by the City.
8. Right-of-way and City maintenance areas require separate water meter connections. Right-of-way areas designated for maintenance by the adjacent property owners for commercial, industrial and multi-family developments shall have the right-of-way irrigation activated or separated from the on-site irrigation system.
9. The Contractor shall be responsible for installation, use and required permit fees for the water meter(s) designated to serve the irrigation system.
10. All plantings at maturity shall maintain a minimum 6'-0" clearance around all fire hydrants and fire suppression devices.
11. Plantings shall not interfere with any traffic control signs and shall maintain a maximum height of 2'-6" within any sight distance triangles.
12. Installation of the landscape and irrigation system including addition of ground plant materials shall not impede the flow of designed drainage facilities nor decrease the design volume of any detention/retention basins.
13. The Contractor is responsible for the location and protection of all underground utilities during the landscape and irrigation installation.
14. All trees shall maintain a minimum of 6'-0" clearance from any City water or sewer line. All plantings shall maintain a sufficient distance to any sanitary and storm sewer manholes to allow access by maintenance vehicles.
15. A swale a minimum of 6" in depth shall be provided in all landscape areas within the City right-of-way per City detail to promote storm transability.
16. All planting areas except turf areas) to be maintained by the City shall be pre-treated with a pre-emergent herbicide by a licensed applicator prior to and after the placement of the decomposed granite, river rock etc. Application documentation will be required prior to acceptance of the landscaping by the City.
17. As-built drawings of the landscape and irrigation system are required prior to acceptance by the City and for projects within the City right-of-way or City owned property. The as-built drawings shall be 4-mil photo Mylar showing the location of all plantings and the dimensions to fixed points of all irrigation equipment, piping etc.



WALL PLANS

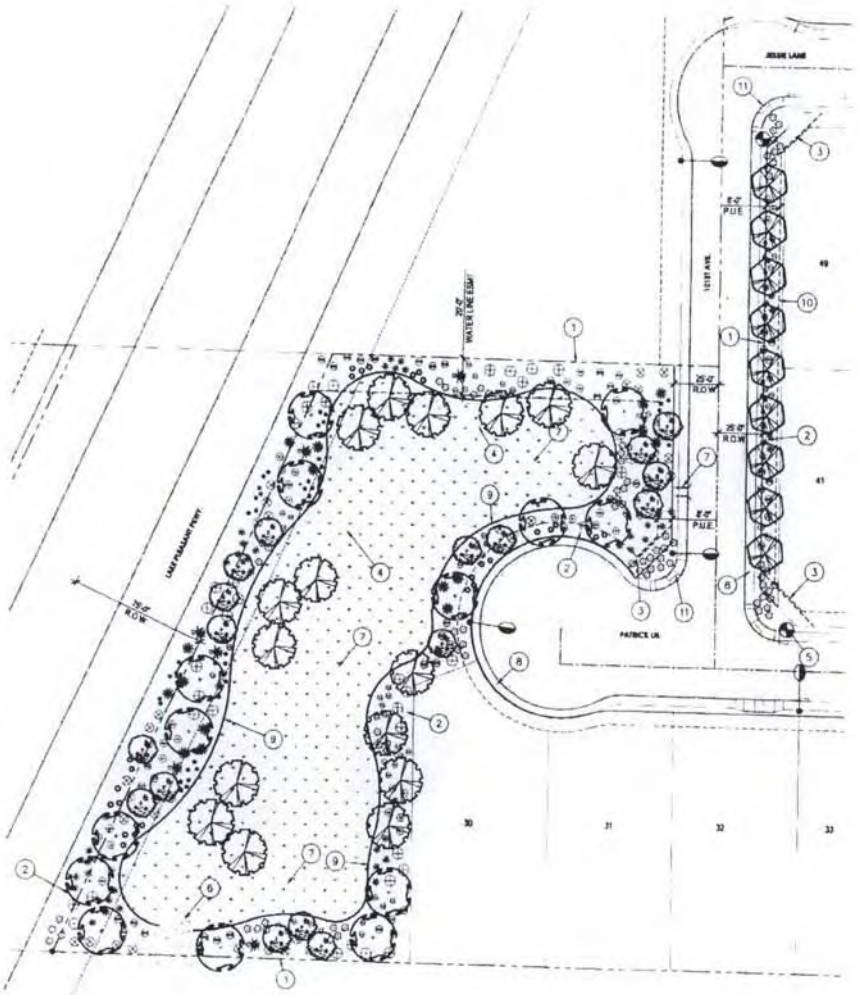


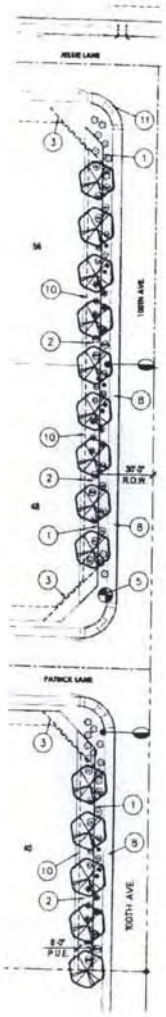
PLANTING

GENERAL NOTES:

- SIGNAGE SUBJECT TO SEPARATE PERMIT.
- ALL NON-TURF AREAS TO BE ON AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.
- DECOMPOSED GRANITE SHALL BE "DESERT GOLD" TYPE 3/4" MINIMUM.

COVER





PLANTING KEY NOTES

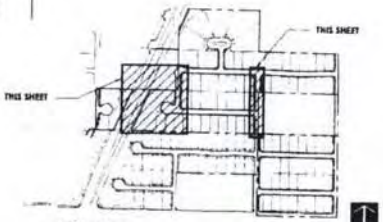
1. PROPERTY LINE / RIGHT OF WAY LINE
2. DECOMPOSED GRANITE IN ALL PLANTING AREAS
3. SIGHT DISTANCE LINE PER CITY REQUIREMENTS
4. STORMWATER RETENTION. SEE CIVIL ENG. PLANS
5. FIRE HYDRANT - NO PLANT MATERIAL WITHIN 3'
6. RIP RAP. SEE CIVIL ENG. PLANS.
7. DRAINAGE STRUCTURE. SEE CIVIL ENG. PLANS.
8. SIDEWALK
9. CONCRETE HEADER. SEE SHEET L-4, DETAIL H
10. P.U.E. SEE CIVIL ENG. PLANS.
11. ACCESSIBLE RAMP. SEE CIVIL ENG. PLANS.
12. RETAINING WALL. REFER TO CIVIL ENG. PLANS

NOTE: NOT ALL KEYNOTES USED ON THIS SHEET

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME
	TREES	
	ACACIA SALICINA	WILLOW ACACIA
	CERCIDIUM PRAECOX	PALO BREA
	DALBERGIA SISSOO	SISSOO TREE
	OLNEYA TESOTA	IRONWOOD
	SHRUBS	
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE
	JUSTICIA CALIFORNICA	CHUPAROSA
	LEUCOPHYLLUM CANDIDUM	THUNDER CLOUD
	ENCELIA FARINOSA	BRITTLEBUSH
	RUELLIA PENINSULARIS	BAJA RUELLIA
	ACCENTS	
	AGAVE AMERICANA	CENTURY PLANT
	FOUQUIERIA SPLENDENS	OCOTILLO
	HESPERALOE FUNIFERA	GIANT HESPERALOE
	GROUNDCOVER	
	LANTANA 'NEW GOLD'	NEW GOLD LANTANA
	BAILEYA MULTIRADIATA	DESERT MARIGOLD
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY
	RUELLIA BRITTONIANA 'KATIE'	KATIE RUELLIA
	TURF	HYDROSEED
	INERT GROUNDCOVER	
2	DECOMPOSED GRANITE	TO BE SELECTED
	CONCRETE HEADER	PLAIN CONCRETE

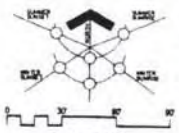
NOTES:
1. CONTRACTOR TO VERIFY ALL QUANTITIES.
2. CONTRACTOR TO PROVIDE DECOMPOSED GRANITE SAMPLES TO LANDSCAPE ARCHITECT FOR APPROVAL.
3. MAINTAIN 3' TO 5' TREE AND SHRUB CLEARANCE FROM WALLS, UNLESS OTHERWISE APPROVED BY THE GEOTECHNICAL ENGINEER.
4. MAINTAIN 1' TO 2' TREE AND SHRUB CLEARANCE FROM SIDEWALKS.
5. ALL TREES LOCATED IN TURF AREAS SHALL HAVE A TREE GUARD.
6. TREES ADJACENT TO PEDESTRIAN WALKWAYS SHOULD HAVE A MINIMUM CANOPY CLEARANCE OF 8'-6".
7. ALL MATURE TREES AND PALM CANOPIES MUST BE A MINIMUM OF 5' FROM ANY BUILDING WALLS OR BUILDING WINDOWS.



KEY MAP

NORTH

NOT TO SCALE



SCALE: 1" = 30'-0"

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PINNACLE DESIGN, INC
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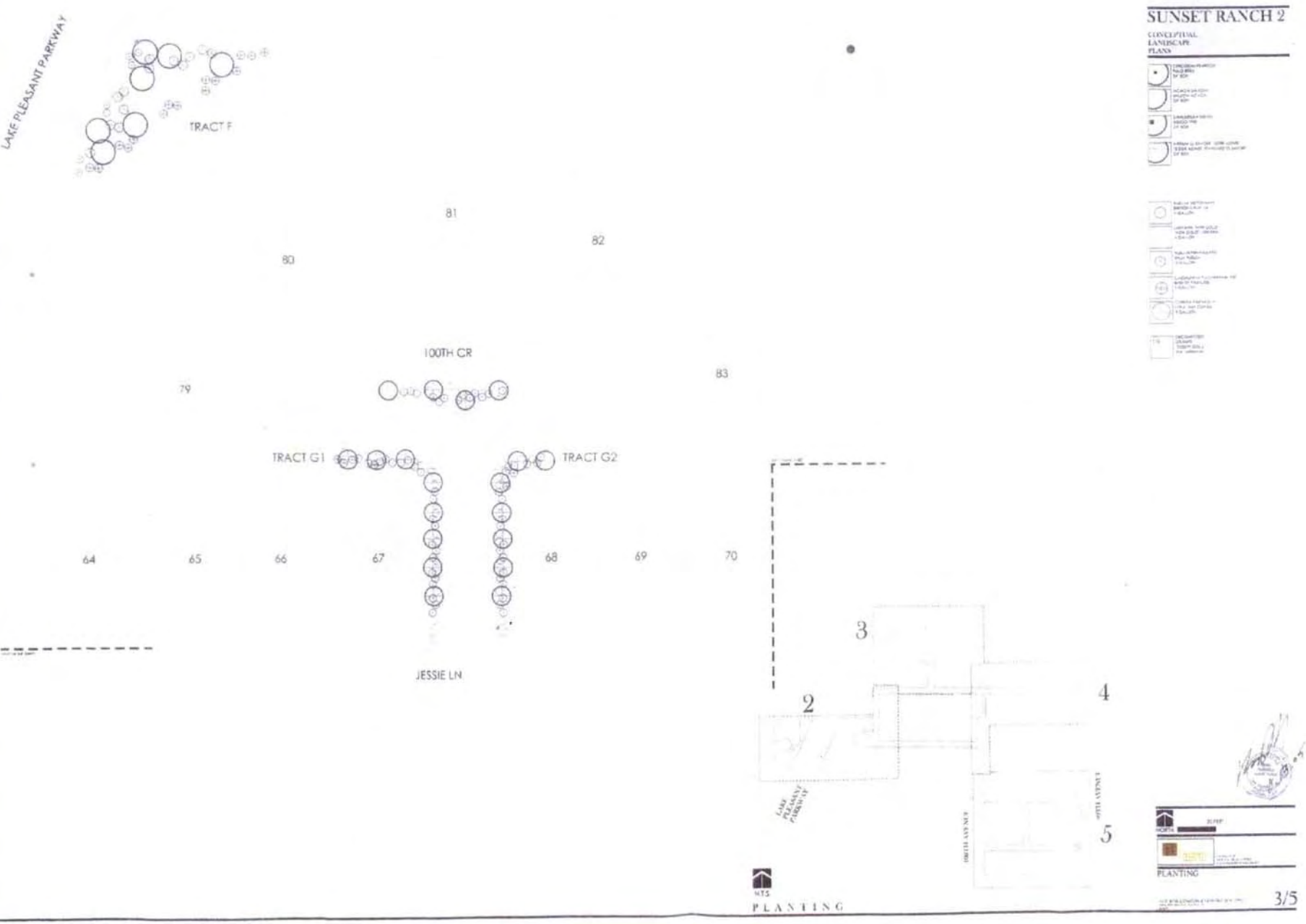
602-267-0052 • 602-267-0053 fax

[redacted]

Drawn By: BJT
Job No: 09044
Date: 12.08.09

2 OF 5

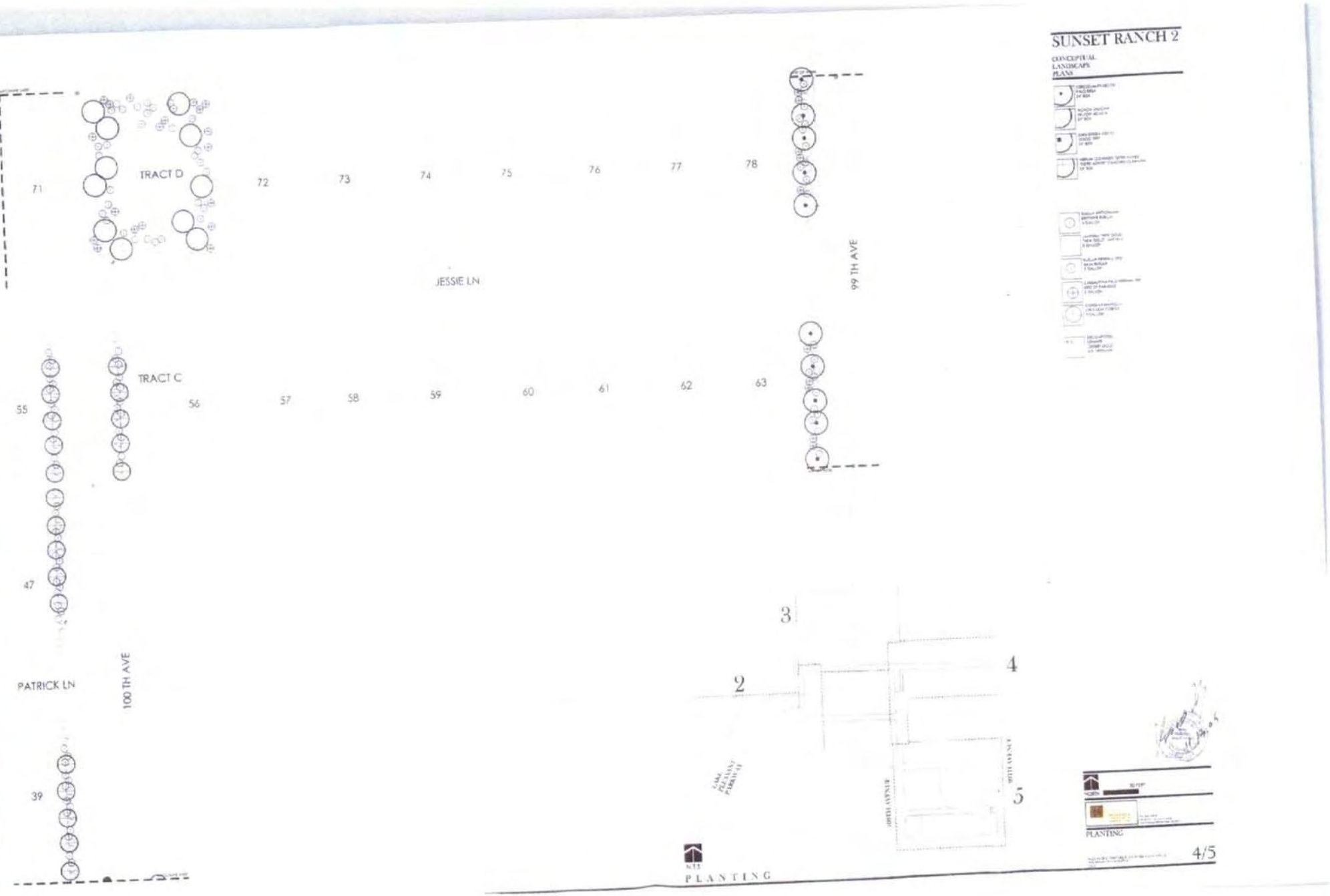


SUNSET RANCH 2

CONCEPTUAL LANDSCAPE PLANS

PLANTING

PLANTING


SUNSET RANCH 2
CONCEPTUAL
LANDSCAPE
PLANS
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TRACT C
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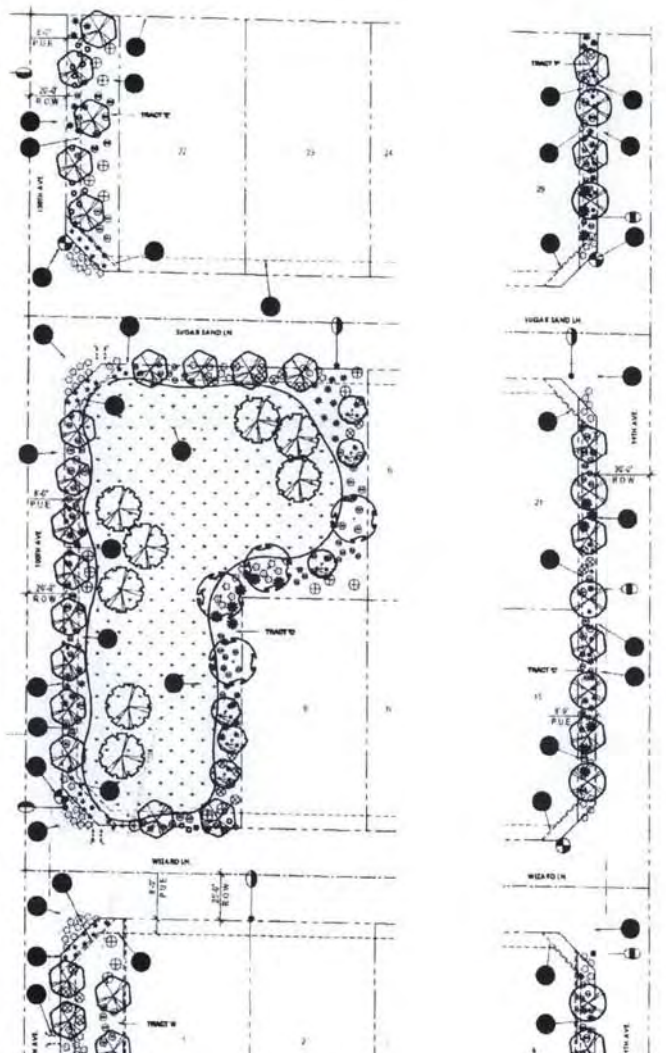

PLANTING KEY NOTES

- PROPERTY LINE / RIGHT OF WAY LINE
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- SIDEWALK
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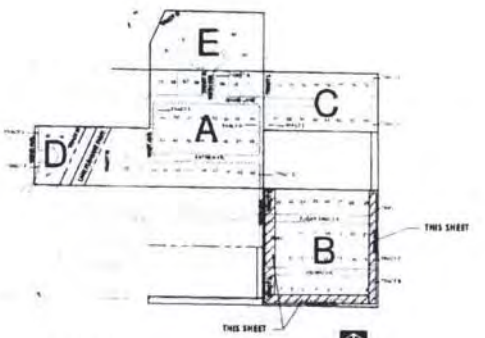
- RETAINING WALL. REFER TO CIVIL ENG. PLANS

NOTE: NOT ALL KEYNOTES USED ON THIS SHEET



KEY MAP

NORTH

NOT TO SCALE

NOTE:
TURF MUST BE FULLY ESTABLISHED PRIOR TO RELEASE OF WARRANTY BY ENGINEER

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME
	TREES	
	ACACIA SALICINA	WILLOW ACACIA
	CERCIDIUM PRAECOX	PALO BREA
	CERCIDIUM PRAECOX	PALO BREA
	DALBERGIA SISSOO	SISSOO TREE
	OLNEYA TESOTA	IRONWOOD
	SHRUBS	
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE
	JUSTICIA CALIFORNICA	CHUPAROSA
	LEUCOPHYLLUM CANDIDUM	THUNDER CLOUD
	ENCELIA FARINOSA	BRITTLEBUSH
	RUELLIA PENINSULARIS	BAJA RUELLIA
	ACCENTS	
	AGAVE AMERICANA	CENTURY PLANT
	AGAVE GEMINIFLORA	TWIN-FLOWERED AGAVE
	FOUQUIERIA SPLENDENS	OCOTILLO
	HESPERALOE PUNIFERA	GIANT HESPERALOE
	GROUNDCOVER	
	LANTANA "NEW GOLD"	NEW GOLD LANTANA
	BAILEYA MULTIRADIATA	DESERT MARIGOLD
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY
	RUELLIA BRITTONIANA "KATIE"	KATIE RUELLIA
	TURF	HYDROSEED - BERMUDA
	INERT GROUNDCOVER	
	DECOMPOSED GRANITE	TO BE SELECTED
	CONCRETE HEADER	PLAIN CONCRETE

NOTES:

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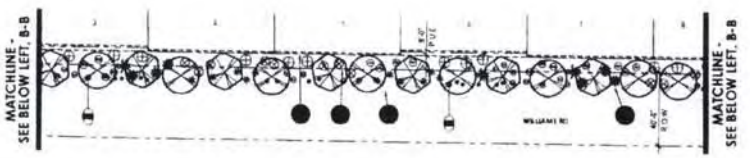
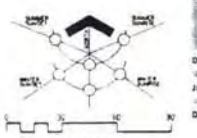
3. MAINTAIN 3' TO 5' TREE AND SHRUB CLEARANCE FROM WALLS, UNLESS OTHERWISE APPROVED BY THE GEOTECHNICAL ENGINEER
4. MAINTAIN 1' TO 2' TREE AND SHRUB CLEARANCE FROM SIDEWALKS
5. ALL TREES LOCATED IN TURF AREAS SHALL HAVE A TREE GUARD
6. TREES ADJACENT TO PEDESTRIAN WALKWAYS SHOULD HAVE A MINIMUM CANOPY CLEARANCE OF 6'-8"
7. ALL MATURE TREES AND PALM CANOPIES MUST BE A MINIMUM OF 5' FROM ANY BUILDING WALLS OR BUILDING WINDOWS





602-263-1100
1-800-STAKE-IT
(EXTERIOR MARICOPA COUNTY)

PINNACLE DESIGN, INC

1040 N. 44th Street
Suite 100 • Phoenix, AZ 85008
(602) 852-8585 • Fax 852-8688

RELEVANT CASE #'S: ZONING: Z05-25A.1; PREPLAT P04-04; ENG R0100057

PLANTING PLAN

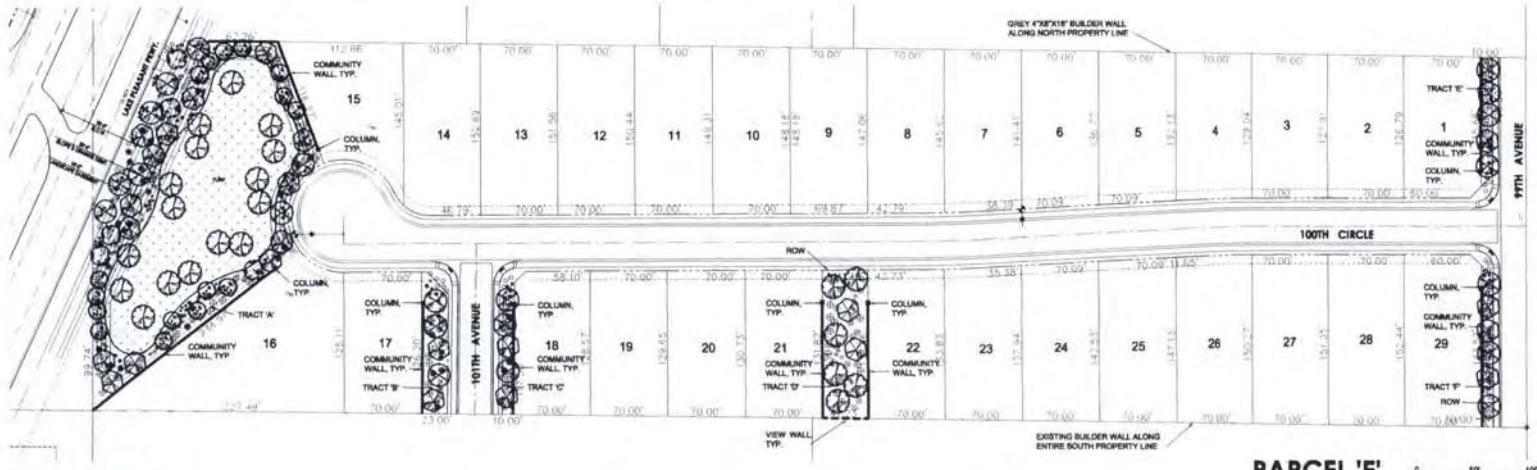
SUNSET RANCH IIB

N.W.C. WILLIAMS RD. & 99TH AVE. ALIGN.

PEORIA, AZ

Drawn By	BTP
Job No	09055
Date	02.10.10

5 OF 5



PARCEL 'E'

SCALE: 1" = 50'

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY (E,F,G)
	TREES			
	ACACIA SALICINA	WILLOW ACACIA	15 GAL.	23
	DALBERGIA SISSOO	SISSOO TREE	24" BOX	29
	OLNEYA TESOTA	IRONWOOD	24" BOX	6
	PARKINSONIA PRAECOX	PALO BREA	15 GAL.	42
	PARKINSONIA PRAECOX	PALO BREA	24" BOX	42
	SHRUBS			
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE	5 GAL.	108
	ENCELIA FARINOSA	BRITTLEBUSH	5 GAL.	88
	LEUCOPHYLLUM CANDIDUM	THUNDER CLOUD	5 GAL.	171
	MALEPHORA LUTEA	VALENTINE BUSH	5 GAL.	120
	RUELLIA PENINSULARIS	BAJA RUELLIA	5 GAL.	69
	ACCENTS			
	AGAVE VILMORINIANA	OCTOPUS AGAVE	5 GAL.	50
	AGAVE GEMINIFLORA	TWIN-FLOWERED AGAVE	5 GAL.	39
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.	76
	GROUNDCOVER			
	BAILEYA MULTIRADIATA	DESERT MARIGOLD	1 GAL.	50
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	1 GAL.	11
	LANTANA "NEW GOLD"	NEW GOLD LANTANA	1 GAL.	66
	RUELLIA BRITTONIANA 'KATIE'	KATIE RUELLIA	1 GAL.	11
	BERMUDA GRASS	HYDROSEED		
	INERT GROUNDCOVER			
(2)	DECOMPOSED GRANITE	MADISON GOLD	3/4" MINUS	
	CONCRETE HEADER	6" WIDE		

PRELIMINARY LANDSCAPE NOTES

PLANTING

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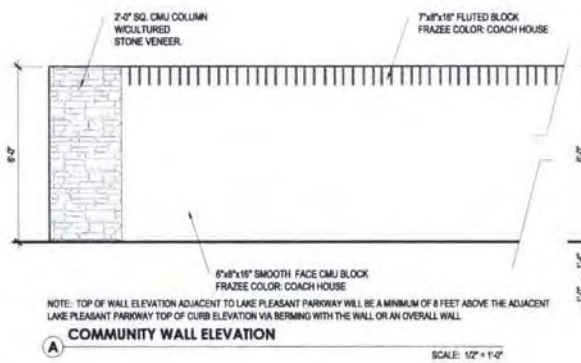
SIZES OF TREES AND SHRUBS WILL CORRESPOND WITH REQUIREMENTS SET BY THE CITY OF PEORIA. ALL PLANTING AREAS WILL RECEIVE A 2" DEPTH OF DECOMPOSED GRANITE AND SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE.

IRRIGATION

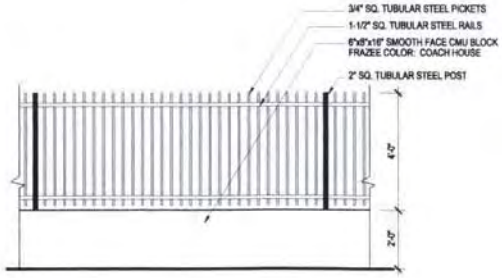
THE IRRIGATION SYSTEM WILL CONSIST OF DRIP EMITTERS AND PRESSURE REGULATORS CONNECTED TO AUTOMATIC VALVES AND WILL BE TIED INTO AUTOMATIC CONTROLLERS AS REQUIRED. THE IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE.



NOTE: 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.

(A) **COMMUNITY WALL ELEVATION**

SCALE: 1/2" = 1'-0"



(B) **VIEW WALL ELEVATION**

SCALE: 1/2" = 1'-0"

SITE DATA

GROSS AREA: 19.55 AC / 851,475 SF
NET AREA: 15.77 AC / 686,823 SF
ZONING: R1-8
ZONING CASE: PAD-Z05-254.3
PEORIA GENERAL PLAN: LOW DENSITY 2 - 5 DU/AC
APPROVED DENSITY: 3.23 DU/AC
PROPOSED DENSITY: 60 LOTS / 3.07 ACRES
TOTAL OPEN SPACE AREA: 1.89 AC / 82,252 SF
OPEN SPACE E,F- 62,477 S.F., 17.19% / G- 19,776, 9.17%
TOTAL USABLE OPEN SPACE AREA: 1.88 AC / 82,252 SF
OPEN SPACE REQUIRED: 9%
OPEN SPACE PROVIDED: 9.66%

VICINITY MAP

NOT TO SCALE

PINNACLE DESIGN, IN
1048 N. 44th St
Suite 206 ▲ Phoenix, AZ
06(602)363-8040 ▲ Fax:602

PRELIMINARY LANDSCAPE AND WALL PLAN:
Peoria, Arizona
SUNSET RANCH II PARCELS E,F,G

Drawn By:
Job No:
Date:

PL1 of

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PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	TREES		
	ACACIA SALICINA	WILLOW ACACIA	15 GAL.
	DALBERGIA SISSOO	SISSOO TREE	24" BOX
	OLNEYA TESOTA	IRONWOOD	24" BOX
	PARKINSONIA PRAECOX	PALO BREA	15 GAL.
	PARKINSONIA PRAECOX	PALO BREA	24" BOX
	SHRUBS		
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE	5 GAL.
	ENCELIA FARINOSA	BRITTLEBUSH	5 GAL.
	LEUCOPHYLLUM CANDIDUM	THUNDER CLOUD	5 GAL.
	MALEPHORA LUTEA	VALENTINE BUSH	5 GAL.
	RUELLIA PENINSULARIS	BAJA RUELLIA	5 GAL.
	ACCENTS		
	AGAVE VILMORINIANA	OCTOPUS AGAVE	5 GAL.
	AGAVE GEMINIFLORA	TWIN-FLOWERED AGAVE	5 GAL.
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL.
	GROUNDCOVER		
	BAILEYA MULTIRADIATA	DESERT MARIGOLD	1 GAL.
	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	1 GAL.
	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	1 GAL.
	RUELLIA BRITTONIANA 'KATIE'	KATIE RUELLIA	1 GAL.
	BERMUDA GRASS	HYDROSEED	
	INERT GROUNDCOVER		
(2)	DECOMPOSED GRANITE	MADISON GOLD	3/4" MINUS
	CONCRETE HEADER	6" WIDE	

PRELIMINARY LANDSCAPE NOTES

PLANTING

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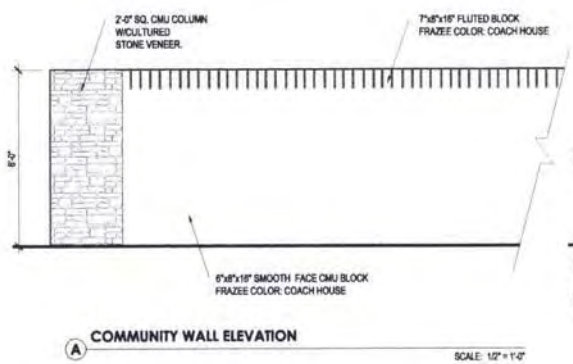
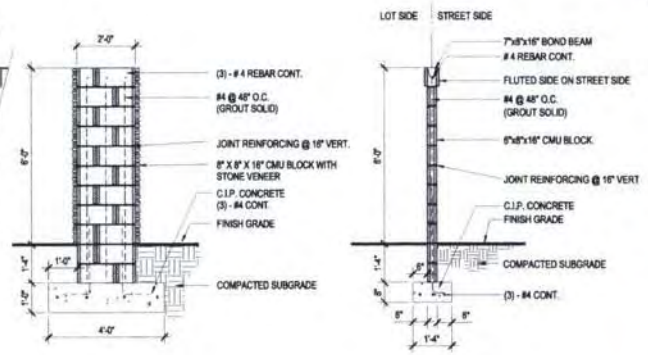
IRRIGATION

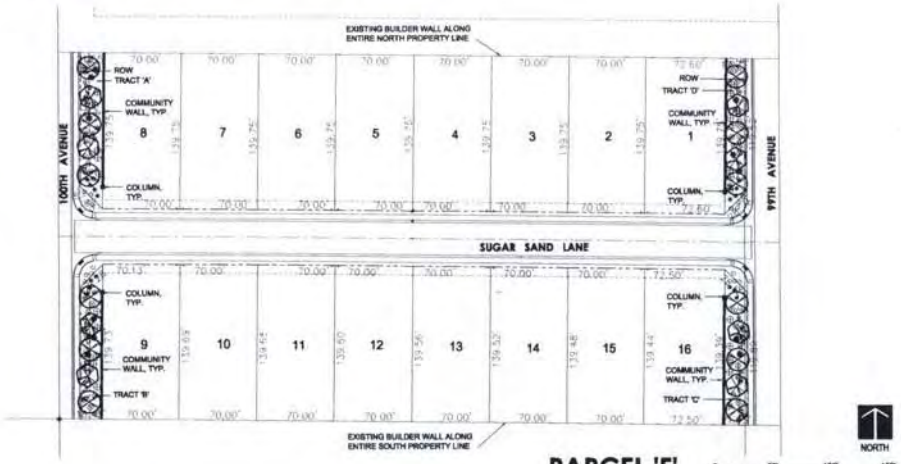
THE IRRIGATION SYSTEM WILL CONSIST OF DRIP EMITTERS AND PRESSURE REGULATORS CONNECTED TO AUTOMATIC VALVES AND WILL BE TIED INTO AUTOMATIC CONTROLLERS AS REQUIRED. THE IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE.



A COMMUNITY WALL ELEVATION

SCALE: 1/2" = 1'-0"





PARCEL 'F'

SCALE: 1" = 50'

SINGLE - FAMILY
PRELIMINARY PLAT PLANTING DATA SHEET

		REQUIRED	PROVIDED
A.	ON-SITE LANDSCAPE AREAS [14-36-4.A.1]		
	1. ADJACENT TO ARTERIAL STREETS (10 FEET)	2,000 S.F.	3,000 S.F.
	2. ADJACENT TO COLLECTOR STREETS (8 FEET)**	3,804 S.F.	4,842 S.F.
	3. ADJACENT TO LOCAL STREETS (6 FEET)**	7,800 S.F.	13,780 S.F.
	**REQUIREMENT APPLIED ALONG LOT SIDE AND REAR FRONTAGE AREAS		
B.	REQUIRED DRAINAGE RETENTION / DETENTION AREAS [14-36-4.A.6]	51,500 S.F.	51,500 S.F.
C.	USEABLE OPEN SPACE AREAS (DESIGN REVIEW MANUAL 30-70- 13.C. > 30 LOTS)		
	1. LOTS LESS THAN 10,000 SQUARE FEET (8% OF GROSS PROJECT AREA)	78,833 S.F.	82,252 S.F.
	2. LOTS 10,000 - 18,000 SQUARE FEET (7% OF GROSS PROJECT AREA)	N/A	N/A
	3. LOTS GREATER THAN 18,200 SQUARE FEET (5% OF GROSS PROJECT AREA)	N/A	N/A

PLANT QUANTITIES	REQUIRED	PROVIDED
STREET FRONTAGE LANDSCAPE AREAS [14-36-4.A.2]		
D. TREES: 1 PER 25 LIN. FT. OF STREET FRONTAGE (8' OR 10' BUFFER + ROW)	80 TREES	80 TREES
E. SHRUBS: 5 PER 25 LIN. FT. OF STREET FRONTAGE (8' OR 10' BUFFER + ROW)	328 SHRUBS	328 SHRUBS
DRAINAGE RETENTION / DETENTION + USEABLE OPEN SPACE AREAS [14-36-4.A.1]		
F. TREES: 1 PER 1000 SQ. FT.	77 TREES	77 TREES
G. SHRUBS: 5 PER 1000 SQ. FT.	386 SHRUBS	390 SHRUBS
NOTE: USEABLE OPEN SPACE AREAS MAY OCCUPY THE SAME AREAS AS DRAINAGE (I.E. IMPROVED RETENTION BASINS)		
SPECIAL PLANTING REQUIREMENTS [PAD, ZONING, ETC]	N/A	N/A

TOTALS	REQUIRED	PROVIDED
TOTAL LANDSCAPE AREAS (A + B + C)	90,057 S.F.	103,654 S.F.
TOTAL USEABLE OPEN SPACE PERCENT	9%	9.96%
TOTAL TREES (D + F)	142 TREES	142 TREES
TOTAL 24" BOX TREES (50% OF TOTAL REQUIRED TREES)	71 TREES	77 TREES
TOTAL SHRUBS (E + G)	710 SHRUBS	718 SHRUBS

GENERAL NOTES

1. TURF (LAWN) IS LIMITED TO A MAXIMUM OF 20% OF THE SITE AREA.
2. A DEVELOPMENT MAY SUBSTITUTE A 36" BOX OR LARGER TREE IN PLACE OF A 15 GALLON TREE AT A SUBSTITUTION RATE OF 1.5 TREES FOR EVERY REQUIRED (10) GALLON TREE.
3. ALL LANDSCAPED AREAS SHALL BE SUPPORTED BY AN AUTOMATIC IRRIGATION SYSTEM WHICH MAY BE SPRAY, FLOOD OR DRIP SYSTEM.
4. PLANT MATERIALS UTILIZED IN LANDSCAPED AREAS IN THE ROW MUST BE INCLUDED ON THE MOST RECENT EDITION OF THE PHOENIX ACTIVE MANAGEMENT AREA LOW WATER USE/DROUGHT TOLERANT PLANT LIST.
5. THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY (LANDSCAPING WITHIN ROW WILL COUNT TOWARDS STREET FRONTAGE BUFFER PLANTING REQUIREMENTS).
6. A 3 FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS SHALL BE INSTALLED THAT WILL ENCROACH WHEN MATURE.

PINNACLE DESIGN, INC.
1048 N. 44th St.
Suite 206 ▲ Phoenix, AZ

PRELIMINARY LANDSCAPE AND WALL PLAN:

SUNSET RANCH II PARCELS E,F,G

Peoria, Arizona

Drawn By:

Job No:

Date:

PL2 of

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	RUELLIA PENINSULARIS	BAJA RUELLIA	5 GAL.
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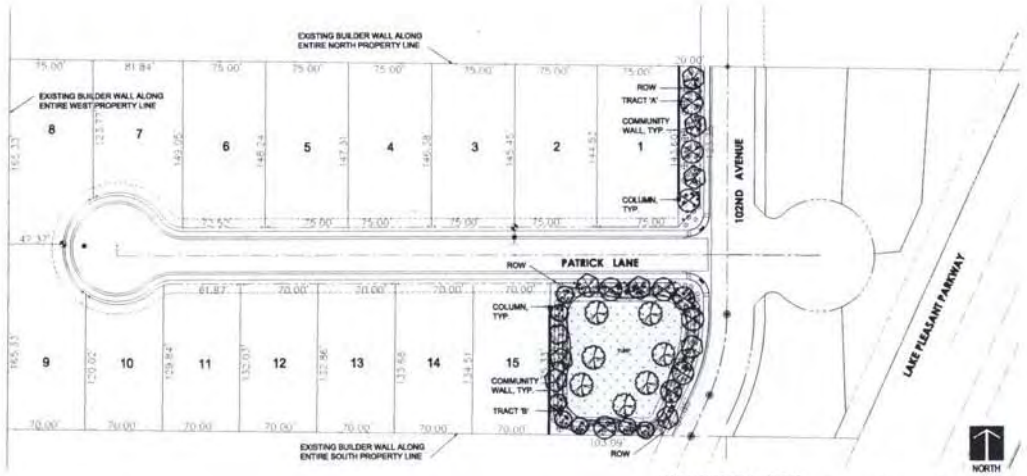
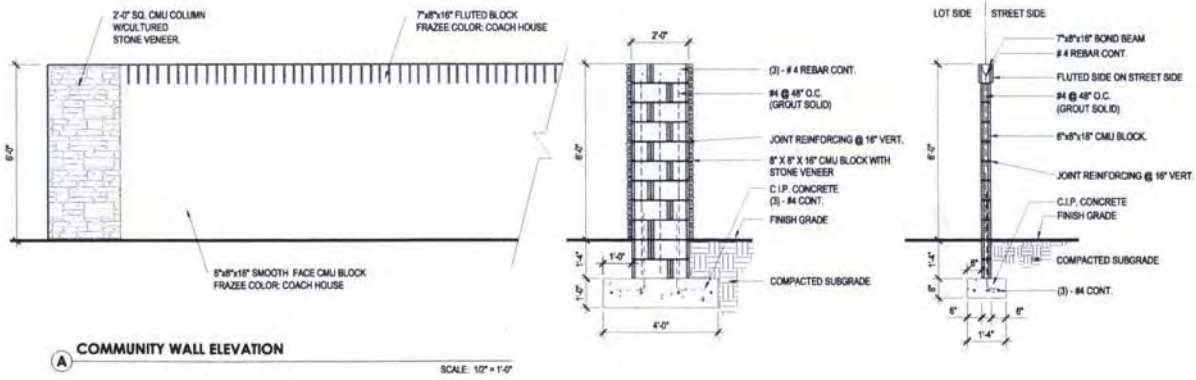


PARCEL 'G'

SCALE: 1" = 50'



(A) COMMUNITY WALL ELEVATION

SCALE: 1/2" = 1'-0"

PINNACLE DESIGN, INC.
1048 N. 44th St.
Suite 206 ▲ Phoenix, AZ
06-(602)852-0565 ▲ Fax:852

PRELIMINARY LANDSCAPE AND WALL PLAN:
Peoria, Arizona
SUNSET RANCH II PARCELS E,F,G

Drawn By:
Job No:
Date:

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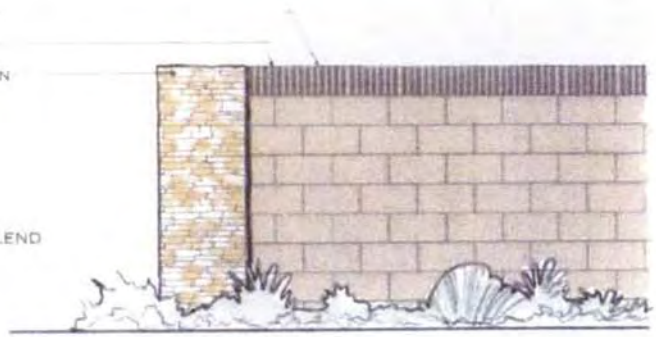
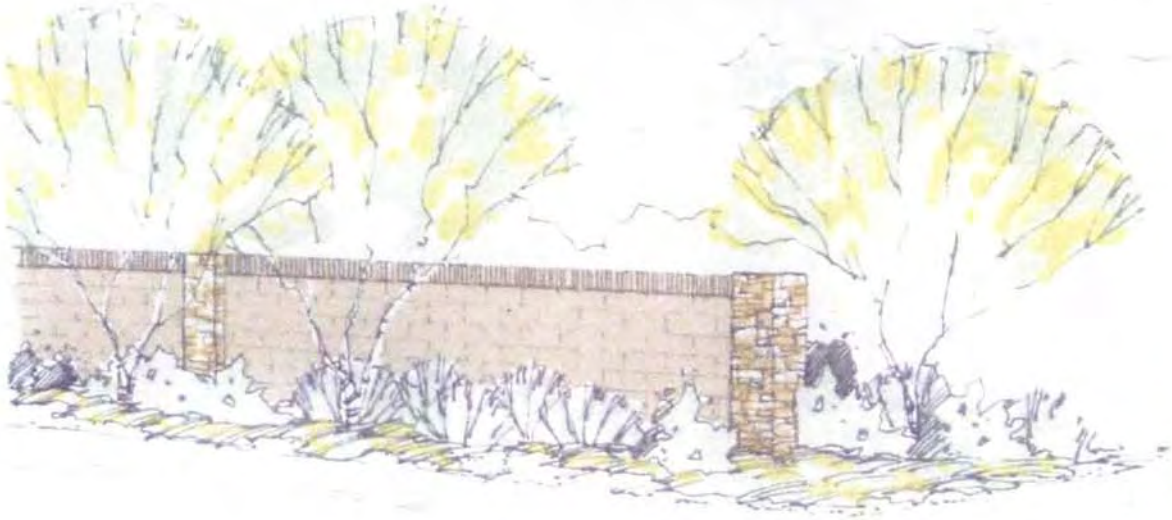
4"x 8"x16" CMU BLOCK UNITS

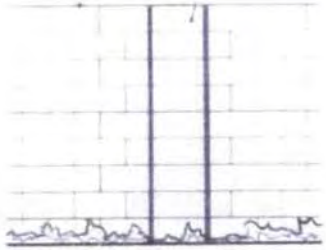
FLUTED WALL CAP

CULTURED STONE
CAST-N-STONE
COLOR/CORAL 80/20 BLEND



COMMUNITY WALL/SOUND WALL



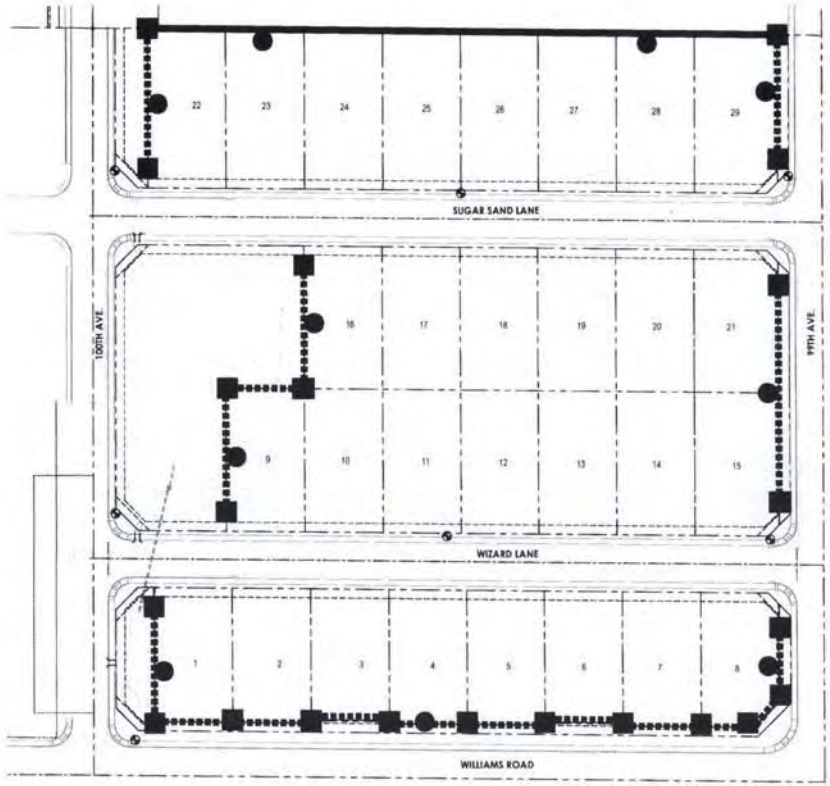


SUBDIVISION WALL

WALL PAINT COLOR
FRAZEE "COACH HOUSE"
8725A

SUNSET RANCH

PROPOSED COMMUNITY/SOUND WALL DETAIL



WALL KEY NOTES

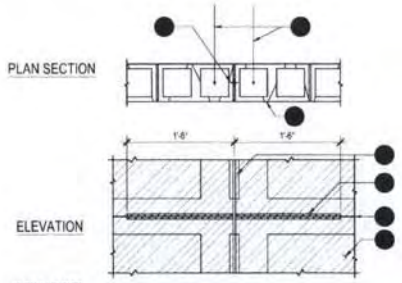
- COMMUNITY WALL, 6' CMU WALL. SEE SHEET L-7, DETAIL 'B' & 'C' QTY: 1,415 L.F.
- SUBDIVISION WALL, 6' CMU WALL. SEE SHEET L-7, DETAIL 'E' & 'F' QTY: 550 L.F.
- 2' X 2' CMU BLOCK COLUMN. SEE WALL DETAILS QTY: 22

NOTES:

1.) ALL PERIMETER AND INTERIOR WALLS NOT NOTED ABOVE SHALL BE STANDARD 4" X 8" X 16" CMU FENCE BLOCK UNLESS SPECIFIED OTHERWISE BY OWNER. OWNER TO SELECT PAINT COLOR.

2.) PERIMETER WALLS TO STAGGER APPROX. 18" INCHES AT EVERY OTHER LOT LINE.

3.) ALL WALL MATERIALS AND FINISHES TO MATCH EXISTING.



KEYNOTES

- CONTROL JOINT PER ARCHITECTURAL DRAWINGS AND SPECIFICATIONS
- CMU WALL
- CONTINUOUS BOND BEAM BARS
- ONE VERTICAL BAR EACH SIDE OF JOINT IN SOLID GROUTED CELLS TO MATCH VERTICAL WALL REINFORCING
- WRAP REINFORCING WITH MASTIC FOR BOND BREAK

NOTE:
BOND BEAM BARS CANNOT BE LAPPED WITHIN 8'-0" ON THE CONTROL JOINT

(A) CONTROL JOINT IN CMU WALL

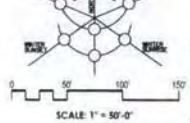
1" = 1'-0"

GENERAL MASONRY NOTES

1. THESE NOTES ARE GENERAL AND MAY BE SUPERSEDED BY EITHER THE SPECIFICATIONS OR LOCAL TRADE PRACTICES.
2. MASONRY UNITS: SHALL BE GRADE "N" TYPE I CONFORMING TO LATEST ASTM STANDARD SPECIFICATION C-90 AND MANUFACTURED IN ACCORDANCE WITH "CONCRETE MASONRY ASSOCIATION" STANDARDS. SPECIFICALLY BLOCK SHALL BE AS NOTED ON PLANTS.
3. MORTAR: SHALL BE TYPE S, CONFORMING TO ASTM C270, WITH A 28 DAY COMPRESSIVE STRENGTH OF 1800 PSI.
4. GROUT: FRESHLY PREPARED AND UNIFORMLY MIXED. GROUT SHALL BE COMPOSED BY VOLUME OF 1 PART PORTLAND CEMENT AND 2 1/4 TO 3 PARTS SAND, TO WHICH MAY BE ADDED NOT MORE THAN ONE-TENTH PART LIME. WATER SHALL BE ADDED TO PRODUCE CONSISTENCY OF POURING WITHOUT SEGREGATION OF THE CONSTITUENTS. GROUT SHALL ATTAIN A COMPRESSIV STRENGTH OF 2000 PSI AT 28 DAYS.
5. PORTLAND CEMENT: SHALL BE TYPE II AND CONFORM TO LATEST ASTM STANDARDS SPECIFICATION C-150.

WALL NOTES

1. THESE NOTES ARE GENERAL AND MAY BE SUPERSEDED BY EITHER THE SPECIFICATIONS OR LOCAL TRADE PRACTICES. ALL WALLS, FENCES AND STRUCTURES SHALL CONFORM TO APPLICABLE JURISDICTIONAL REGULATIONS.
2. ALL WALLS AND FENCES SHALL CONFORM TO APPLICABLE POOL FENCING ORDINANCES.
3. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION. REQUIRED SHOP DRAWINGS SHALL INCLUDE BUT NOT LIMITED TO WALL, COLUMNS, ENTRY GATES, POOL FENCE, AND WATER FEATURES. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR ANY ITEMS REQUIRING SHOP DRAWING UNLESS THE LANDSCAPE ARCHITECT HAS REVIEWED AND APPROVED THE SHOP DRAWINGS.
4. ALL VIEW FENCING SHALL BE POWDER COATED.
5. FOOTINGS SHALL BEAR IN UNDISTURBED NATIVE SOIL OR COMPACTED FILL.
6. THE EXPOSED UPPERMOST SOIL TO RECEIVE FILL SHALL BE SCARIFIED 6" DEEP, MOISTURE CONDITIONED TO 3% ± OF OPTIMUM DENSITY CURVE FOR EACH TYPE OF SOIL ENCOUNTERED AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-2922 OR D-3017.
7. FILL MATERIAL SHALL BE PREDOMINANTLY GRANULAR, NON-EXPANSIVE, CLEAN OF ALL ORGANIC OR DETRITUS SUBSTANCES, AND HAVE A PLASTICITY INDEX LESS THAN SEVEN (7). BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY IN HORIZONTAL 8" LIFTS.
8. EXCAVATIONS FOR FOUNDATIONS SHALL BE NEAT TO BE REMOVED FROM SURFACE TO RECEIVE CONCRETE.
9. ALLOWABLE SOIL BEARING PRESSURES AT FOOTING ON COMPACTED SOIL, 1500 PSI.
10. CONCRETE MIX DESIGN SHALL BE MAG CLASS "S" (2500 PSI), UNLESS OTHERWISE NOTED ON DRAWINGS. SUBMIT TEST REPORTS FOR CONCRETE MIX DESIGNS TO LANDSCAPE ARCHITECT FOR REVIEW.
11. NO PIPES OR DUCTS SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY DETAILED.
12. CONCRETE FOOTINGS SHALL BE CONTINUOUS POUR TO GREATEST EXTENT PRACTICAL. STEP FOOTINGS IN EVEN BLOCK INCREMENTS.
13. IF STRUCTURAL DRAWINGS ARE NOT PROVIDED BY THE LANDSCAPE ARCHITECT, THEN THE WALL CONTRACTOR SHALL BE RESPONSIBLE FOR STRUCTURAL CALCULATIONS FOR THE WALLS. SUCH ENGINEERING SHALL CONFORM TO APPLICABLE JURISDICTIONAL REGULATIONS.
14. WATERPROOF ALL WALLS TO HIGH GRADE, IF APPLICABLE. GROUT SOLID ALL C.M.U. CELLS AND VOIDS BELOW GRADE AND/OR CONTAINING REBAR.
15. ALL IRON/STEEL WORK TO BE OF HIGHEST QUALITY WITH WELDS GROUND SMOOTH. ALL IRON WORK, EXCEPT WHERE NOTED, TO BE PRIMED AND PAINTED. PAINT COLOR TO BE SELECTED BY OWNER AND/OR LANDSCAPE ARCHITECT. CONTRACTOR SHALL PROVIDE A 1 YEAR RUST WARRANTY ON IRON/STEEL WORK.
16. VERIFY HEIGHTS AND SLOPES AND TURNDOWNS BEFORE POURING FOOTING!
17. NEW WALL FINISHES SHALL MATCH EXISTING SURFACES, UNLESS OTHERWISE NOTED ON DRAWINGS.
18. ALL PERIMETER AND INTERIOR WALLS NOT NOTED ABOVE SHALL BE STANDARD 4" X 8" X 16" CMU FENCE BLOCK UNLESS SPECIFIED OTHERWISE B' OWNER. OWNER TO SELECT PAINT COLOR.



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PINNACLE DESIGN, INC
1048 N. 44th Street
Suite 300 ▲ Phoenix, AZ 85008
Ofc:(602)368-6565 ▲ Fax:852-8686

RELEVANT CASE #'S : ZONING: Z05-25A.1; PREPLAT P06-06; ENG R090057

WALL KEY MAP

SUNSET RANCH IIB

N.W.C. WILLIAMS RD. & 99TH AVE. AJOR

PEORIA AZ

Drawn By:
Job No: 0905
Date: 02.10.1

PLOTTED: AGUILAR, ON (4/25/2013 AT 11:34 AM
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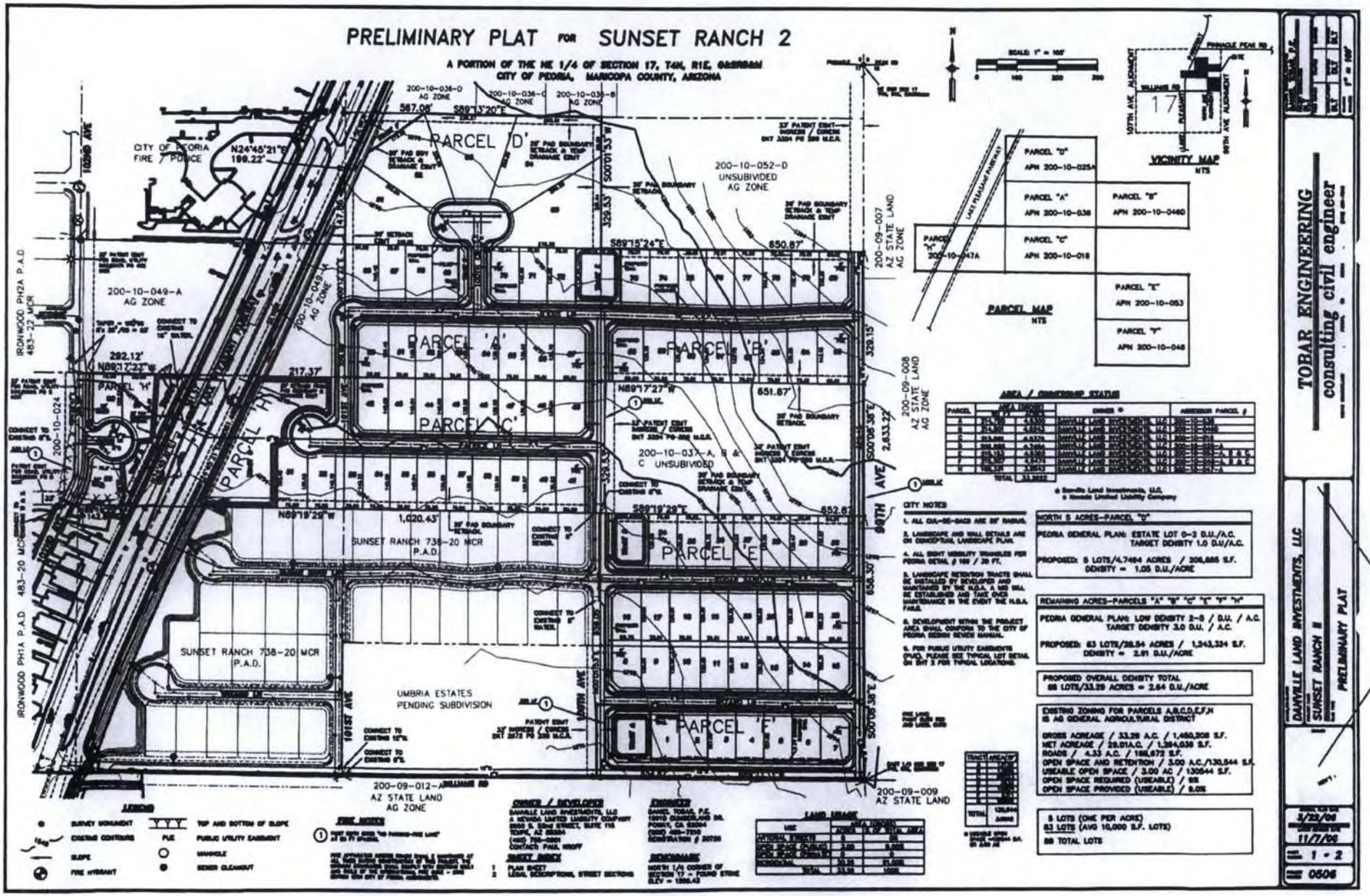
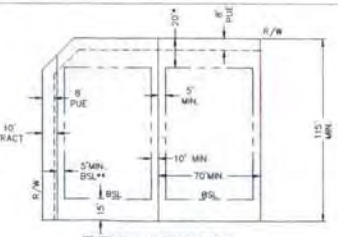

PRELIMINARY PLAT FOR SUNSET RANCH 2
A PORTION OF THE NE 1/4 OF SECTION 17, T4N, R1E, GASRB&M
CITY OF PEORIA, MARICOPA COUNTY, ARIZONA
PARCEL 'D'
PARCEL 'A'
PARCEL 'B'
PARCEL 'C'
PARCEL 'E'
PARCEL 'F'
PARCEL 'H'
200-10-052-D UNSUBIVIDED AG ZONE
200-10-049-A AG ZONE
200-10-037-A, B & C UNSUBIVIDED
200-09-007 AZ STATE LAND AG ZONE
200-09-008 AZ STATE LAND AG ZONE
200-09-009 AZ STATE LAND
200-09-012-A AZ STATE LAND AG ZONE
SUNSET RANCH 738-20 MCR P.A.D.
UMBRIA ESTATES PENDING SUBDIVISION
CITY OF PEORIA FIRE / POLICE
IRONWOOD PH2A P.A.D. 483-22 MCR
IRONWOOD PH1A P.A.D. 483-20 MCR
VICINITY MAP
PARCEL MAP
AREA / OWNERSHIP STATUS
CITY NOTES
NORTH 5 ACRES-PARCEL "D"
REMAINING ACRES-PARCELS "A" "B" "C" "E" "F" "H"
PROPOSED OVERALL DENSITY TOTAL
88 LOTS/33.29 ACRES = 2.64 D.U./ACRE
5 LOTS (ONE PER ACRE)
83 LOTS (AVG 10,000 S.F. LOTS)
88 TOTAL LOTS
TOBAR ENGINEERING
consulting civil engineer
DANVILLE LAND INVESTMENTS, LLC
SUNSET RANCH II
PRELIMINARY PLAT
3/22/06
11/1/06
1 - 2
0506

SUNSET RANCH II - PARCELS E, F, AND G
PRELIMINARY PLAT
LAKE PLEASANT PARKWAY AND WILLIAMS ROAD
PEORIA, ARIZONA

A PORTION 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



TYPICAL LOT DETAIL
NOT TO SCALE

*20' FRONT SETBACK MAY BE DECREASED BY 10' AT CUL-DE-SAC AND KNUCKLE LOTS

**CORNER LOT, STREET SIDE SETBACK = 10 FT MIN IF A 10 FT TRACT IS SHOWN AS ABOVE. THE LOT SHALL BE CONSIDERED AN INTERIOR LOT, WITH MINIMUM SIDE SETBACK = 5 FT. (15 FT TOTAL).

***WHERE FRONT-FACING GARAGES ARE PRESENT, A 10-FOOT SETBACK SHALL APPLY TO THE LIVABLE PORTION OF THE HOME PROVIDED THAT NOT MORE THAN 60% OF THE TOTAL FRONT-FACING ELEVATION OCCURS AT THE 10-FOOT SETBACK AND A 10-FOOT SETBACK SHALL APPLY TO SIDE-ENTRY GARAGES WHEN NOT MORE THAN 60% OF THE TOTAL FRONT-FACING ELEVATION OCCURS AT THE 10-FOOT SETBACK.

AVERAGE LOT AREA = 10,074 SF

CIVIL ENGINEER
BOWMAN CONSULTING GROUP, LTD.
13111 NORTH 94TH DRIVE
SUITE A
PEORIA, ARIZONA 85381
PHONE: 602.679.4436
CONTACT: SHELBY DUPLESSIS

DEVELOPER
C/O WOODSIDE HOME ARIZONA, LLC
WOODSIDE ENCORE AT SUNSET RANCH, LLC
1811 SOUTH ALMA SCHOOL ROAD, #190
MESA, ARIZONA 85210
PHONE: 480.755.0801
CONTACT: PAUL KROFF

SHEET INDEX

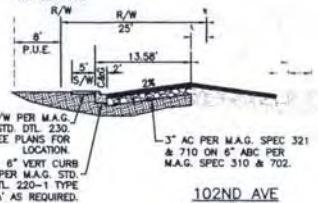
PP01	COVER SHEET – DETAILS AND NOTES
PP02–PP03	PARCEL E PRELIMINARY PLAT
PP04	PARCEL F PRELIMINARY PLAT
PP05	PARCEL G PRELIMINARY PLAT

BASIS OF BEARING
BASIS OF BEARING IS THE EAST 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

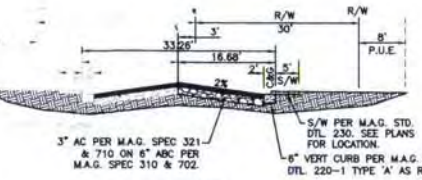
SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

BENCHMARK
NORTHEAST CORNER 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
ELEVATION= 1313.05 (NAVD 88 DATUM, CITY OF PEORIA DATA)

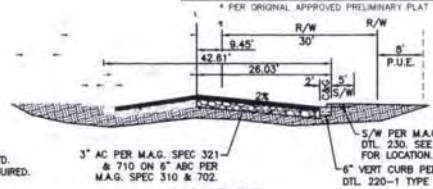
ZONING
EXISTING: PAD/AG
PROPOSED: PAD



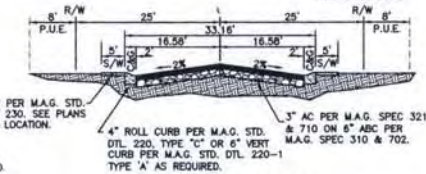
102ND AVE
N.T.S.
LOOKING NORTH



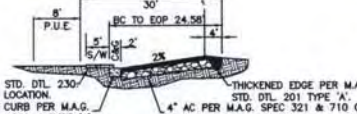
100TH AVE
N.T.S.
LOOKING NORTH



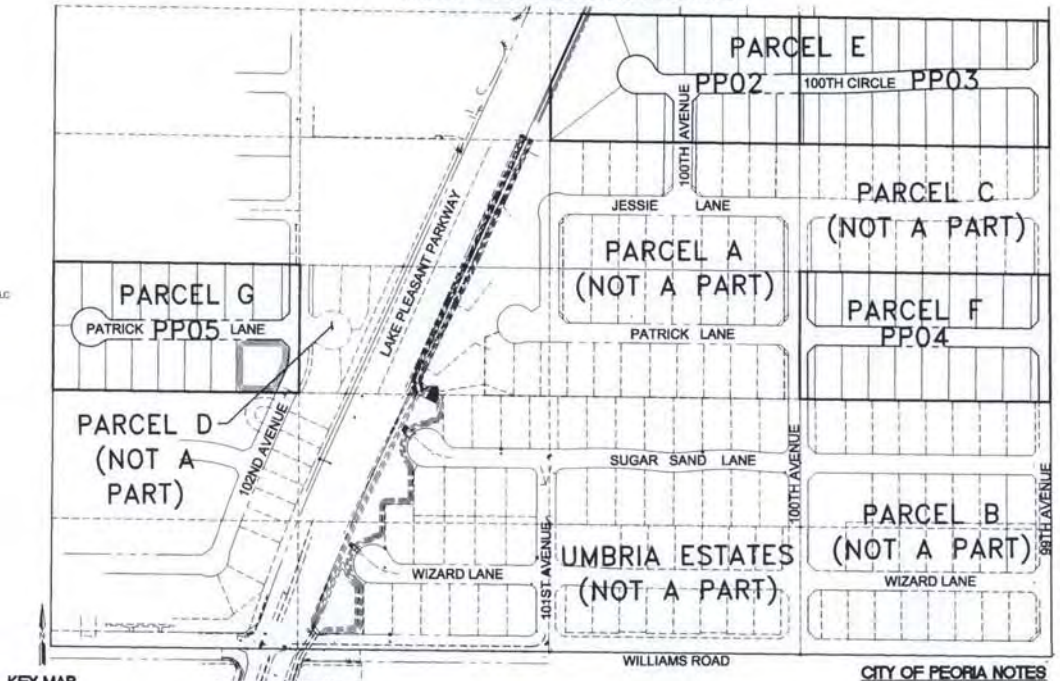
101ST AVE
N.T.S.
LOOKING NORTH



TYPICAL LOCAL STREET
N.T.S.



99TH AVE
N.T.S.
LOOKING NORTH



KEY MAP
N.T.S.

LEGEND
- CENTER LINE
- RIGHT-OF-WAY
- PUE
- SEWER MANHOLE
- FIRE HYDRANT
- DRAINAGE FLOW
- EXISTING CONTOUR

LAND USE TABLE

LAND USE TABLE								
Parcel Name	Lot Area	Street Area	Open Space Area	Total Gross Area		Total Net Area		% Open Space
				Acres	SF	Acres	SF	
Parcel E	293,648 SF	76,264 SF	52,148 SF	9.87	421,056	7.94	345,794	12.38%
Parcel F	157,131 SF	47,372 SF	10,331 SF	4.93	214,834	3.84	167,462	4.81%
Parcel G	153,791 SF	42,018 SF	19,775 SF	4.95	215,583	3.98	173,567	9.17%
Sub Totals	604,570 SF	164,652 SF	82,253 SF	19.55	851,475	15.77	686,823	9.66%
Parcel A			12,740 SF	9.87	429,831			2.96%
Parcel B			26,784 SF	9.86	430,060			6.22%
Parcel C			10,738 SF	4.92	214,501			5.01%
Parcel D (East of LPP)+			58,023 SF	1.73	75,367			76.97%
Parcel D (West of LPP)+			19,218 SF	2.13	92,944			20.68%
Umbria Estates			31,612 SF	4.95	215,743			14.65%
Totals	604,570 SF	164,652 SF	241,366 SF	53.04	2,310,541			10.45%

* PER ORIGINAL APPROVED PRELIMINARY PLAT

CITY OF PEORIA NOTES
1. ALL CUL-DE-SACS ARE 50' RADIUS.
2. LANDSCAPE AND WALL DETAILS ARE ON CONCEPTUAL LANDSCAPE PLAN
3. ALL SIGHT VISIBILITY TRIANGLES PER PEORIA DETAIL #159 / 30 FT
4. LANDSCAPE RETENTION TRACTS SHALL BE INSTALLED BY DEVELOPER AND MAINTAINED BY THE H.O.A. A MID WILL BE ESTABLISHED AND TAKE OVER MAINTENANCE 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 EASEMENTS (PUE), PLEASE SEE TYPICAL LOT DETAIL ON THIS SHEET FOR TYPICAL LOCATIONS.

VICINITY MAP
NOT TO SCALE

DEVELOPMENT NOTES
1. THE BOUNDARY AND TOPOGRAPHY SHOWN HEREON ARE BASED ON ALTA SURVEYS PREPARED BY BOWMAN CONSULTING, 3010 SOUTH PRIEST DRIVE SUITE 101 TEMPE, AZ 85282. PHONE 480.559.8357
2. ALL STREETS (ONSITE AND OFFSITE) ARE TO BE PUBLIC.
3. ALL SEWER AND WATER IMPROVEMENTS ARE TO BE PUBLIC
4. THE SITE IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP PANELS 1160 OF 4350, DATED SEPTEMBER 30, 2005. A PORTION OF THIS MAP HAS BEEN INCLUDED IN A PRELIMINARY DRAINAGE REPORT PREPARED FOR THIS PROJECT BY BOWMAN CONSULTING, DATED MARCH 27, 2012.
5. THE PAVEMENT SECTIONS SHOWN HEREON ARE MINIMUM SECTIONS ONLY. THE SOILS ENGINEER SHALL CALCULATE THE REQUIRED PAVEMENT SECTIONS BASED ON SOIL TESTS TAKEN ON THE SUBGRADE. THE SOILS ENGINEER'S FINAL PAVEMENT SECTIONS SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER
6. THE DEVELOPER WILL CREATE A HOMEOWNERS ASSOCIATION FOR THIS PROJECT TO INCLUDE ALL PROPERTY OWNERS AND WILL DRAFT CC&RS FOR RECORDATION CONCURRENTLY WITH THE FINAL PLAT. THE HOMEOWNERS ASSOCIATION WILL BE DEEDED THE OPEN SPACE TRACTS AND SHALL BE RESPONSIBLE FOR ALL REQUIRED MAINTENANCE OF THE LANDSCAPE IMPROVEMENTS, DRAINAGE AND RETENTION IMPROVEMENTS WITHIN THESE TRACTS AS WELL AS THAT FOR ANY RECREATIONAL AMENITIES PROVIDED BY THE DEVELOPER
7. THE SITE HAS BEEN CULTIVATED AS CROP AND/OR PASTURE LAND AND IRRIGATED FOR AGRICULTURAL PRODUCTION FOR MANY YEARS. WE DO NOT ANTICIPATE THAT ANY OF THE SITE VEGETATION WILL BE SALVAGED OR PROTECTED IN PLACE. NO PLANT INVENTORY, SALVAGE PLAN, PLANT NURSERY, OR OTHER SIMILAR OR RELATED FACILITIES ARE PROPOSED.
8. THE IMPROVEMENT PLANS FOR "SUNSET RANCH II" HAVE BEEN APPROVED AND THE FINAL PLAT HAS BEEN RECORDED. WE UNDERSTAND ALL IMPROVEMENTS ADJACENT TO UMBRIA HAVE BEEN COMPLETED PER THESE APPROVED PLANS.
9. ONSITE IMPROVEMENTS AS SHOWN HEREON SHALL INCLUDE RETENTION BASINS SUFFICIENT TO CONTAIN THE 100-YEAR, 2-HOUR RAINFALL EVENT. THE DEVELOPER SHALL PROVIDE THE CITY OF PEORIA DRAINAGE/RETENTION EASEMENTS OVER THESE BASINS TO ENSURE THAT THE CITY CAN MAINTAIN THESE FACILITIES SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROVIDE ADEQUATE MAINTENANCE.
10. ALL FINISHED FLOORS SHALL BE ADEQUATELY 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 MODIFIED PRELIMINARY LANDSCAPE PLAN FOR THIS PROJECT HAS BEEN PREPARED BY PINNACLE DESIGN, INC., 1048 NORTH 44TH STREET, SUITE 200, PHOENIX, AZ 85008 602.952.8585.
13. BASED ON THE EXTREMELY SMALL PEAK SEWER AND WATER FLOWS FOR THE SITE FOR AS SHOWN IN THE PROJECT DESIGN REPORTS (HEREBY MADE A PART OF THIS PRELIMINARY PLAT) IT IS NOT ANTICIPATED THAT THIS SITE ALONE WILL HAVE ANY MEANINGFUL IMPACT ON THE CITY'S INFRASTRUCTURE.

SITE DATA

SITE DATA (SUNSET RANCH PARCELS E, F & G)			
Gross Area:	851,475 SF	19.55	AC
Net Area:	686,823 SF	15.77	AC
Zoning:	R1-8		
Zoning Case:	PAD 206-25A.3		
Peoria General Plan	Low Density 2 - 5 DU/AC		
Approved Density:	3.23 DU/AC		
Proposed Density:	60 LOTS	3.07	du/ac
Total Open Space Area:	82,253 SF	1.89	AC
Open Space Required	9%		
Total Open Space Provided:	9.66%		

SITE DATA (WITH SUNSET RANCH PARCELS A, B, C, D, E, F & G AND UMBRIA ESTATES):			
Gross Area:	2,310,541 SF	53.04	AC
Proposed Density:	166 LOTS	3.94	du/ac
Total Open Space Area:	241,366 SF	5.54	AC
Total Usable Open Space Area:	208,839 SF	4.79	AC
Open Space Required	9%		
Total Open Space Provided:	10.45%		
Usable Open Space Provided:	9.04%		

Bowman CONSULTING
Bowman Consulting Group, Ltd.
3010 South Priest Drive
Suite 101
Tempe, Arizona 85282
Phone: (480) 629-8830
www.bowmanconsulting.com

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PRELIMINARY PLAT
SUNSET RANCH II - PARCELS E, F, G
PEORIA ARIZONA

PLAN STATUS

DATE	DESCRIPTION

JS	CRS	SJD
DESIGN	DRAWN	CHKD

SCALE: H: V:
JOB No. 9620-01-001
DATE: 08/09/12
FILE No. PP01
SHEET 1 OF 5

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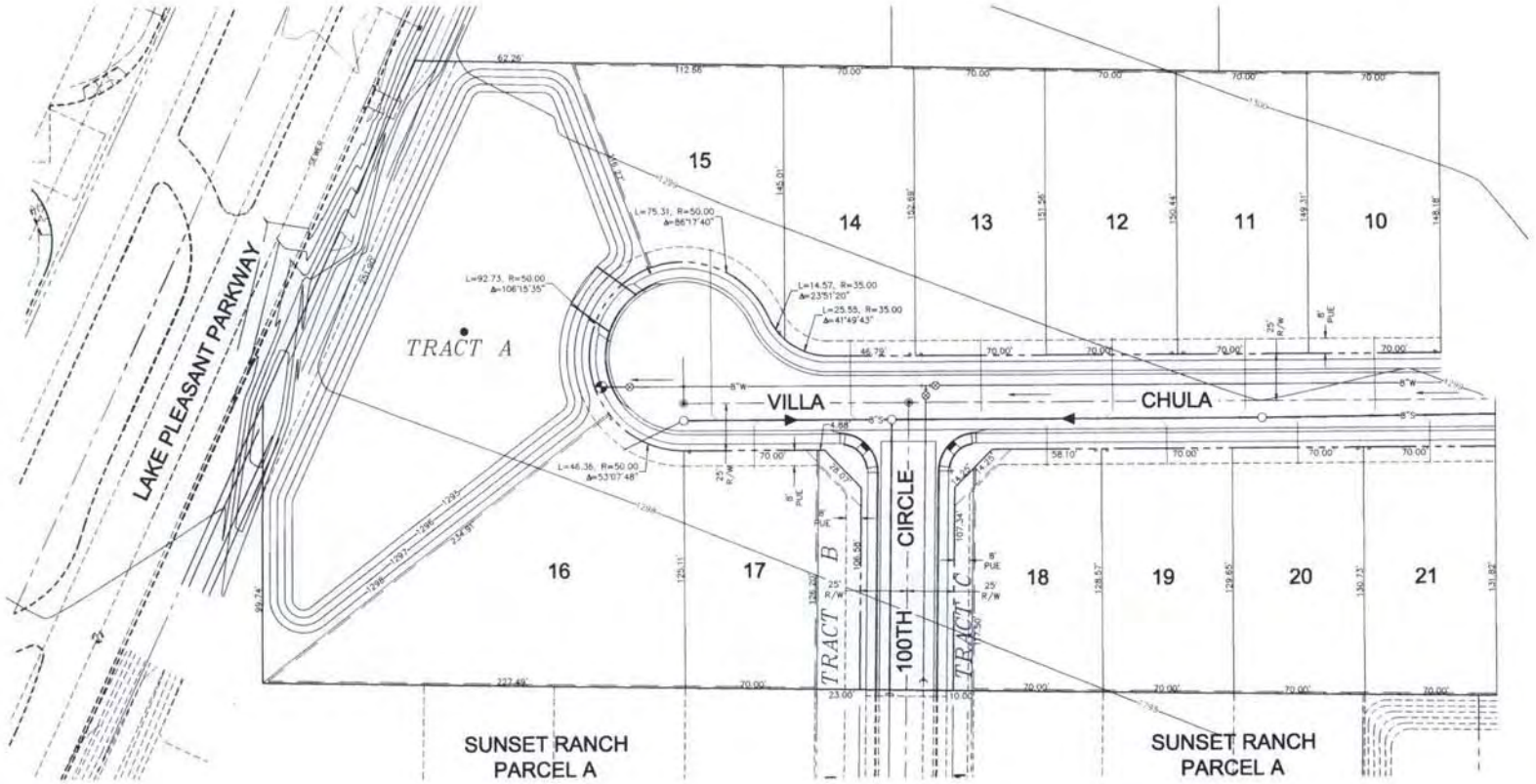

LOT AREAS

LOT NO.	AREA	WIDTH
1	8,785	70
2	8,914	70
3	8,993	70
4	9,118	70
5	9,411	70
6	9,736	70
7	10,086	70
8	10,251	70
9	10,323	70
10	10,412	70
11	10,490	70
12	10,569	70
13	10,648	70
14	10,663	70
15	10,422	112.66
16	18,776	227.49
17	8,785	70
18	8,790	70
19	9,037	70
20	9,113	70
21	9,189	70
22	9,274	70
23	9,500	70
24	9,816	70
25	10,138	70
26	10,469	70
27	10,556	70
28	10,632	70
29	10,658	70

TRACT AREAS

LOT	LAND USAGE	AREA(SF)	ACRES
Tract A	Landscape, Open Space, Retention, PUE	40,381	0.93
Tract B	Landscape, Open Space, PUE	2,626	0.06
Tract C	Landscape, Open Space, PUE	1,124	0.03
Tract D	Landscape, Open Space, PUE	5,445	0.13
Tract E	Landscape, Open Space, PUE	1,106	0.03
Tract F	Landscape, Open Space, PUE	1,386	0.03
Totals		52,268	1.21

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3010 South Priest Drive
Suite 101
Tempe, Arizona 85282
Phone: (480) 829-8830
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PRELIMINARY PLAT

SUNSET RANCH II - PARCELS E, F, G

PEORIA ARIZONA

36639 SHELBY J.M. DUPLESSIS

PLAN STATUS

DATE	DESCRIPTION	
JS DESIGN	CRS DRAWN	SJD CHKD
SCALE	H V	
JOB No.	9620-01-001	
DATE	08/09/12	
FILE No.	PP02	
SHEET	2 OF 5	

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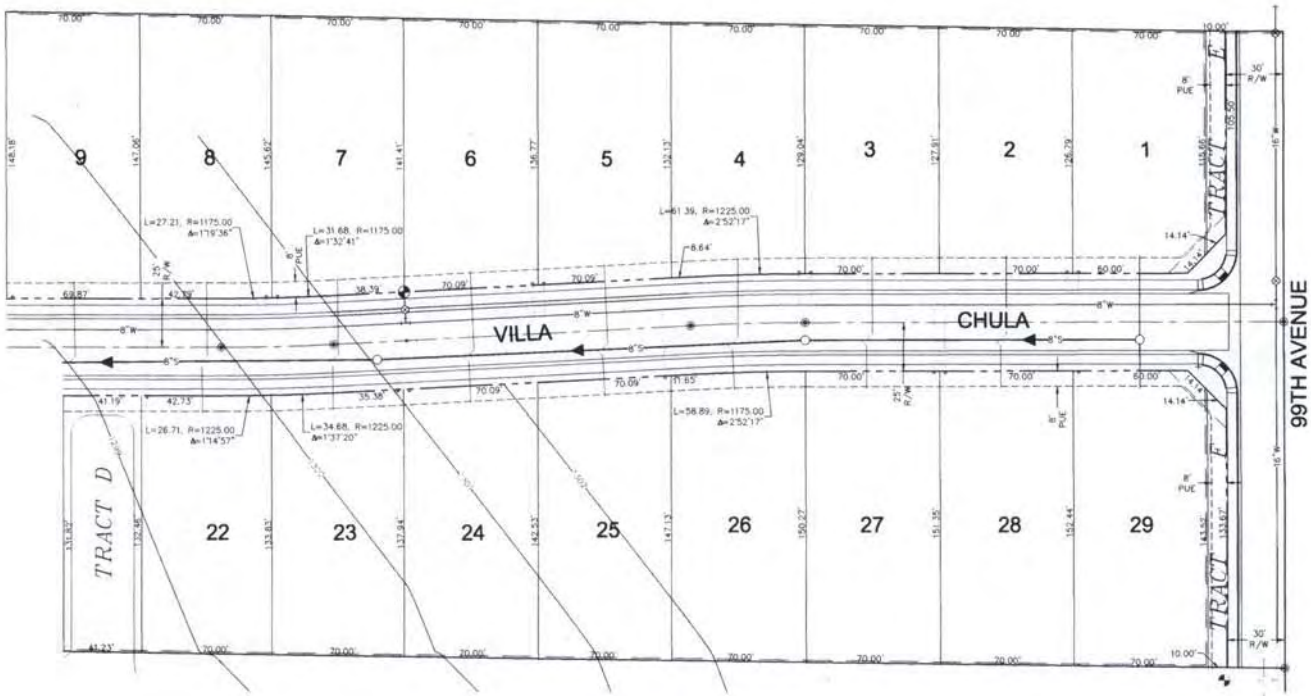

LOT AREAS

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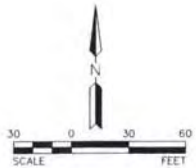
11	10,490	70
12	10,569	70
13	10,648	70
14	10,663	70
15	10,422	112.66
16	18,776	227.49
17	8,795	70
18	8,790	70
19	9,037	70
20	9,113	70
21	9,189	70
22	9,274	70
23	9,500	70
24	9,816	70
25	10,136	70
26	10,469	70
27	10,556	70
28	10,632	70
29	10,686	70

TRACT AREAS

LOT	LAND USAGE	AREA(SF)	ACRES
Tract A	Landscape, Open Space, Retention, PUE	40,381	0.93
Tract B	Landscape, Open Space, PUE	2,626	0.06
Tract C	Landscape, Open Space, PUE	1,124	0.03
Tract D	Landscape, Open Space, PUE	5,445	0.13
Tract E	Landscape, Open Space, PUE	1,106	0.03
Tract F	Landscape, Open Space, PUE	1,386	0.03
Totals		52,068	1.21



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Phone: (480) 629-8830
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PRELIMINARY PLAT

SUNSET RANCH II - PARCELS E, F, G

PEORIA ARIZONA

PLAN STATUS

DATE	DESCRIPTION
JS DESIGN	CRS DRAWN	SJD CHKD
SCALE	H: V:
JOB No.	9620-01-001
DATE	08/09/12
FILE No.	PP03
SHEET	3 OF 5

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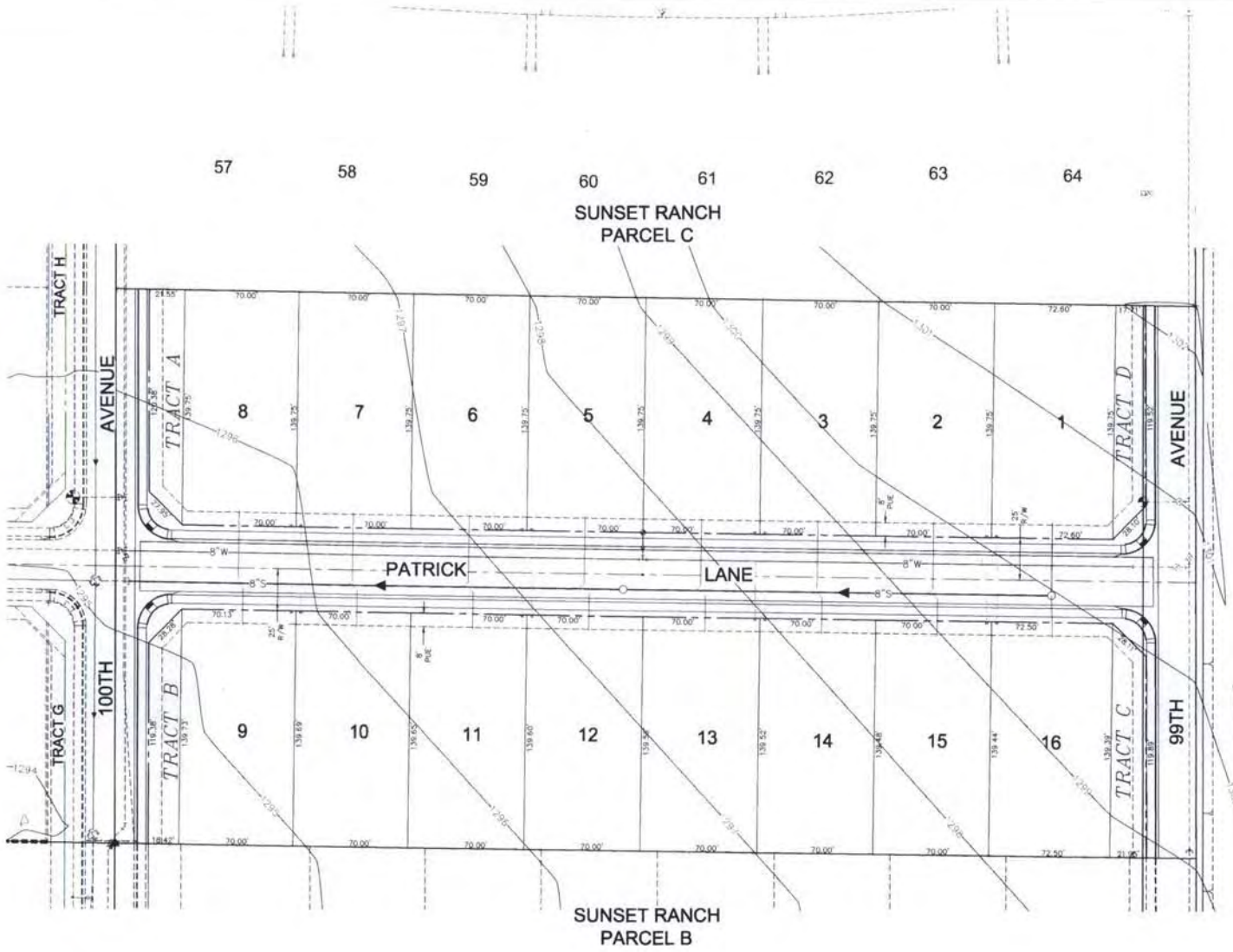

LOT AREAS

LOT NO.	AREA	WIDTH
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6	9,793	70
7	9,793	70
8	9,792	70
9	9,790	70
10	9,777	70
11	9,774	70
12	9,771	70
13	9,768	70
14	9,765	70
15	9,762	70
16	10,106	72.5

TRACT AREAS

LOT	LAND USAGE	AREA(SF)	ACRES
Tract A	Landscape, Open Space, PUE	2,703	0.06
Tract B	Landscape, Open Space, PUE	2,481	0.06
Tract C	Landscape, Open Space, PUE	2,726	0.06
Tract D	Landscape, Open Space, PUE	2,421	0.06
Totals		10,331	0.24

30 0 30 60
SCALE FEET

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3200 E. Camelback Road
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Tempe, Arizona 85282
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PRELIMINARY PLAT

SUNSET RANCH II - PARCELS E, F, G

PEORIA ARIZONA

36636
SHELBY J.M.
DUPLENSIS

PLAN STATUS

DATE	DESCRIPTION

JS	CRS	SJD
DESIGN	DRAWN	CHKD

SCALE H:
V:

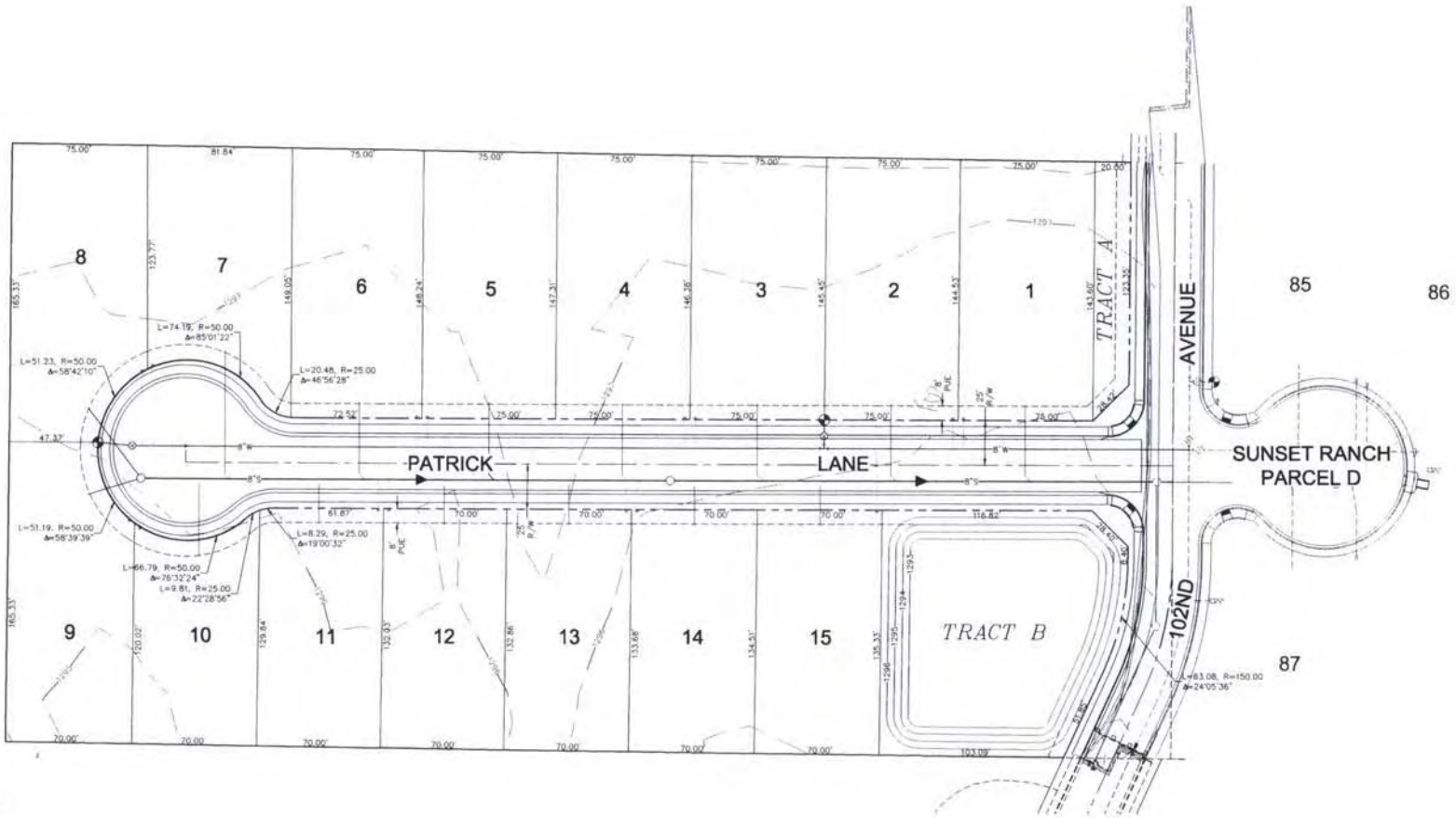
JOB No. 9620-01-001

DATE 08/09/12

FILE No. PP04

SHEET 4 OF 5

FILE NAME: P:\9620 - Sunset Ranch 9620-01-001 (ENG)\Engineering\Engineering Plans\Preliminary Plat\9620 - PP04.dwg



LOT AREAS

LOT NO.	AREA	WIDTH
1	10,804	75
2	10,874	75
3	10,944	75
4	11,013	75
5	11,083	75
6	11,148	75
7	10,405	81.84
8	11,726	75
9	10,931	70
10	8,223	70
11	9,209	70
12	9,271	70
13	9,329	70
14	9,387	70
15	9,444	70

TRACT AREAS

LOT	LAND USAGE	AREA(SF)	ACRES
Tract A	Landscape, Open Space, PUE	2,573	0.06
Tract B	Landscape, Open Space, Retention, PUE	17,103	0.39
Totals		19,776	0.45

N

30 0 30 60
SCALE FEET

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3015 South Priest Drive
Suite 101
Tempe, Arizona 85282
Phone: (480) 829-8830
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

SUNSET RANCH II - PARCELS E, F, G

PEORIA ARIZONA

36639
SHELBY J.M.
DUPLESSIS

PLAN STATUS

DATE	DESCRIPTION	
JS DESIGN	CRS DRAWN	SJD CHKD
SCALE	H: V:	
JOB No.	9620-01-001	
DATE	08/09/12	
FILE No.	PP05	
SHEET	5 OF 5	

FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Engineering Plans\Preliminary Plat\9620 - PP05.dwg

ORDINANCE NO 2012-24

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM GENERAL AGRICULTURE, R1-6 SINGLE-FAMILY RESIDENTIAL, AND PLANNED AREA DEVELOPMENT ZONING DISTRICTS TO A PLANNED AREA DEVELOPMENT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on September 13, 2012 in zoning case Z05-25A.3 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of the subject parcel as described below from the General Agriculture, R1-6 Single-Family Residential, and Planned Area Development zoning districts to a Planned Area Development (PAD) as provided in Section 14-39 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on August 24, 2012; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from General Agriculture, R1-6 Single-Family Residential, and Planned Area Development to a Planned Area Development (PAD) zoning district zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall substantially conform to the "Sunset Ranch 2" Planned Area Development Standards and Guidelines Report, (case Z05-25A.3) dated received August 22, 2012.
2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z 04-34 (*Sunset Ranch 2 PAD*) and the subsequent amendments (Z 04-34A.1 and A.2). Those conditions shall remain in force for the PAD.
3. The Developer shall dedicate half-street ROW on 99th Avenue (30-foot) along the frontage of the project. The Developer shall dedicate half-street ROW on 102nd Avenue (25-foot) along the frontage of the project.
4. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE
5. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
6. A Final Drainage Report must be submitted with the subdivision. Retention must be provided for the 100-year, 2-hour storm.
7. The final drainage report shall address recommendations of the ADMP and any impacts that may have on the development.
8. The final drainage report shall address the Lake Pleasant Parkway project and any impact that it may have on this development and vice versa. This to include any interim condition impacts.
9. The Developer is responsible to submit water and sewer analysis, for the entire site, and necessary documentation required for issuance of the Agreement to Serve letter to Maricopa County.
10. The Developer is responsible to provide an Agreement to Install Improvement for the public improvements required by the development. The accompanying financial assurance for subdivision improvements shall be in accordance with City's requirements.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the improvement plans. The streetlights shall also be indicated on the paving or grading plan.
12. The Developer will be responsible to form a Street Light Improvement District (SLID) for this subdivision.
13. The Developer will be responsible to form a Maintenance Improvement District (MID) for this subdivision.
14. The Developer will be responsible to underground any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
15. A Phase 1 Environmental Clearance will be required for all right-of-way to be dedicated to the City.
16. The preservative seal required for the new streets shall be applied 1-year after completion of the streets. A fee to cover this cost will be required at the time of the paving permit. The City will determine the amount at the time of permit issuance.
17. Pavement sections shall be verified by the project soils report. The Developer will be responsible to replace all pavement adjacent to the development to the

monument line unless they can demonstrate that the existing pavement meets the City of Peoria's minimum requirements.

18. The Development will be responsible to comply with the phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the improvement plans in accordance with the SWPPP checklist.
19. All required improvements along Lake Pleasant Road are considered temporary and therefore, no transportation impact fee credits will be issued.
20. The landscaping design for the area adjacent to LPP shall be coordinated with the ultimate theme of the area.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 23rd day of October, 2012.

_____
Bob Barrett, Mayor

_____
Date Signed

ATTEST:

_____
Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates: October 26, 2012 and November 2, 2012
Effective Date:

EXHIBIT A

SUNSET RANCH II - PARCEL E (APN 200-10-052D)

The South half of the Southwest 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;

EXCEPT all that part of the South half of the Southwest 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, which lies within a strip of land 130 feet in width, being fifty-five feet wide on the Northwesterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing), 2260.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North 0 degrees 10 minutes 23 seconds East, 5303.31 feet to a point on the North line of said Section 20, which lies South 89 degrees 54 minutes 47 seconds West, 2279.95 feet from the Northeast corner of said Section 20; thence continuing North 0 degrees 10 minutes 23 seconds East, 1250.72 feet to the point of curve of a 1 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet;

Thence Northerly 1931.38 feet along the arc of said curve to the point of tangency thereof; thence North 24 degrees 18 minutes 55 seconds East, 2360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West, 843.59 feet from the Northeast corner of said Section 17;

Thence continuing North 24 degrees 18 minutes 55 seconds East, 1693.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

Thence Northerly 620.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range;

Thence North 00 degrees 30 minutes 52 seconds West, 3126.67 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Final Decree in Condemnation recorded in Docket 10495, page 87.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 2:

The North half of the Southeast quarter of the Southeast 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 all oil, gas and other mineral deposits, as reserved unto the Untied States in the Patent of said land.

PARCEL NO. 3:

The South half of the Southeast quarter of the Southeast 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 all oil, gas and other mineral deposits, as reserved unto the Untied States in the Patent of said land.

PARCEL NO. 4:

The South half of the Northeast quarter of the Southwest 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 all oil, gas and other mineral deposits as reserved to the United States in the Patent to said land recorded in Docket 3460, page 283; and

EXCEPT all that part of the South half of the Northeast quarter of the Southwest 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, which lies within a strip of land 130 feet in width, being 55 feet wide on the Northwesterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing) 2260.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North 0 degrees 10 minutes 23 seconds East 5303.31 feet to a point on the North line of Section 20, which lies South 89 degrees 54 minutes 47 seconds West 2279.95 feet from the Northeast corner of said Section 20;

Thence continuing North 0 degrees 10 minutes 23 seconds East 1250.72 feet to the

point of curve of a 1 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet; thence Northerly 1931.38 feet along the arc of said curve to the point of tangency thereof;

Thence North 24 degrees 18 minutes 55 seconds East 2360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West 843.59 feet from the Northeast corner of said Section 17;

Thence continuing North 24 degrees 18 minutes 55 seconds East 1693.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

Thence Northerly 620.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range; thence North 00 degrees 30 minutes 52 seconds West 3126.67 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Deed recorded in Docket 10079, page 185; and

EXCEPT that portion of the parcel described in the Maricopa County Recorders Office Document No. 2002-0382001, located in Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being 20 feet wide and lying Northwesterly to the 55 foot right of way line, per Docket 10079, page 185, and Southeasterly 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 Base and Meridian, from which a stone, as per GLO notes, marking the North quarter corner of said Section 17, bears North 00 degrees 33 minutes 00 seconds East, 2645.16 feet;

Thence South 89 degrees 23 minutes East, 590.47 feet to a non-tangent curve on the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, for the City of Peoria, "Lake Pleasant Parkway", recorded in Book 662 of Maps, page 37 in the Maricopa County Recorders Office, together with the Certificate of Correction in the Maricopa County Recorders Office Document No. 2004-0306665;

Thence Northeasterly 517.22 feet along said non-tangent curve concave Southeasterly and having a radius of 4,583.66 feet, and a central angle of 6 degrees 27 minutes 55 seconds, whose radius bear South 71 degrees 41 minutes 56 seconds East;

Thence North 24 degrees 45 minutes 59 seconds East, 194.31 feet along said right of way centerline to the North line of the final plat of IRONWOOD-PHASE 1A, recorded in Book 483 of Maps, page 20 in the Maricopa County Recorders Office;

Thence North 89 degrees 20 minutes 19 seconds West, 82.16 feet along said North line to a line parallel with and 75.00 feet measured perpendicular Westerly from the said existing right of way centerline of Lake Pleasant Road, and the POINT OF BEGINNING;

Thence North 24 degrees 45 minutes 59 East, 2166.55 feet along said parallel line to the North line of Section 17, and the POINT OF TERMINATION, from which a stone marking the North quarter corner of Section 17, bears North 89 degrees 06 minutes 45 seconds West, 1661.84 feet.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 5:

The North half of the Northeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

PARCEL NO. 6:
The South half of the Northwest quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved in the Patent from the United States of America

PARCEL NO. 7:
The North half of the Northwest quarter of the Southeast 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;

SALINAS ESTATES (APN'S 200-10-037A, 037B, 037C)

The South half of the Northeast quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved to the United States in patent of said land.

ONG 1 (APN #200-10-024)

The South half of the Northwest quarter of the Southwest 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 that portion described as follows, as conveyed to the City of Peoria in instrument recorded in document no. 2012-204614:

A parcel of land located within the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the Northwest quarter of the Southwest quarter of the Northeast quarter of said Section 17 from which the northeast corner of the south half of the northwest quarter of the southwest quarter of the northeast quarter of said section 17 bears north 00 degrees 22 minutes 47 seconds east, a distance of 330.29 feet;

Thence north 89 degrees 19 minutes 29 seconds west along the south line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17, a distance of 5.03 feet to the **point of beginning** of the parcel of land herein described;

Thence north 89 degrees 19 minutes 29 seconds west, continuing along said south line, a distance of 54.77 feet;

Thence north 24 degrees 46 minutes 10 seconds east, departing said south line, a distance of 51.85 feet to the beginning of a curve to the left, having a radius of 150.00 feet;

Thence northerly along the arc of said curve, through a central angle of 24 degrees 23 minutes 23 seconds, an arc distance of 63.85 feet to a point being 25.00 feet west of and parallel with the east line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17;

Thence north 00 degrees 22 minutes 47 seconds east, along said parallel line, a distance of 220.96 feet to a point on the north line of the south half the northwest quarter of the southwest quarter of the northeast quarter of said section 17;

Thence south 89 degrees 17 minutes 27 seconds east, along said north line, a distance of 25.00 feet to the northeast corner of the south half of the northwest quarter of the southwest quarter of the northeast quarter of section 17;

Thence south 00 degrees 22 minutes 47 seconds east along the east line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17, a distance of 319.17 feet;

Thence south 24 degrees 46 minutes 10 seconds west, departing said east line, a distance of 12.17 feet to the **point of beginning** of the parcel of land herein described.

AGENTER (APN 200-10-052D)

The South half of the Southeast 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

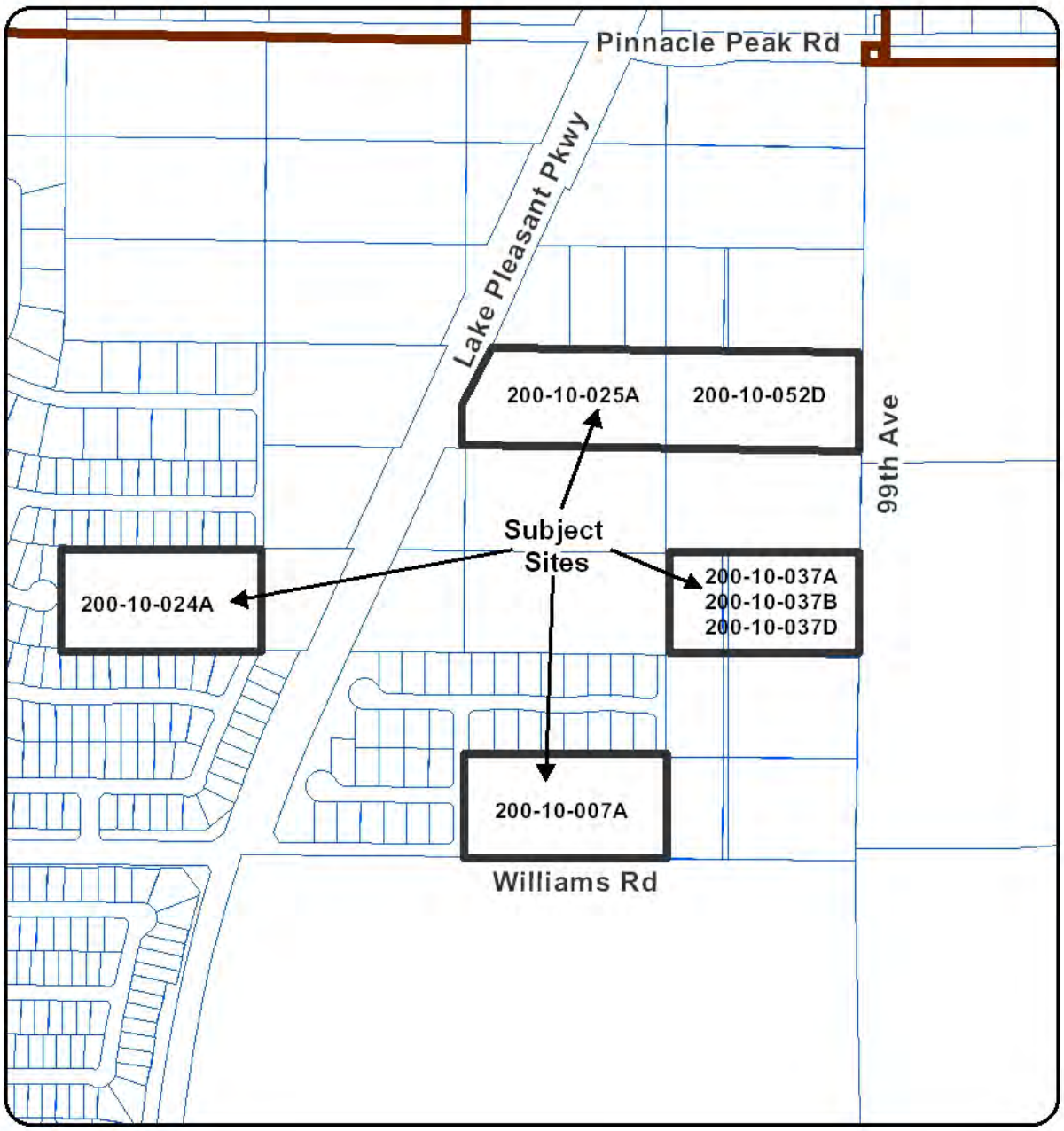
UMBRIA ESTATES (APN'S 200-10-007A)

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

The South half of the Southwest quarter of the Southeast 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 all oil, gas and other mineral deposits as reserved to the United States in patent of said land.

EXHIBIT B
Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13R

Date Prepared: September 13, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Chris Jacques, AICP, Planning and Community Development Director

THROUGH: Susan J. Daluddung, AICP, Deputy City Manager

SUBJECT: Z12-0002, 75th Avenue & Tierra Buena Lane

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for the Rezoning of an approximately 9.25-acre property from Planned Area Development (PAD) to R1-6 Single-Family Residential in order to allow the development of a 41-lot single-family residential development.

Background/Summary:

The subject property is located at the northwest corner of 75th Avenue & Tierra Buena Lane adjacent to the Sterling Auto Body repair facility. In 2007, this property was rezoned to Planned Area Development (PAD) from C-4 General Commercial with case Z06-19 to allow a 134-unit multi-family residential development. That request also required an amendment to the North Peoria Redevelopment Plan to allow the higher-density proposal. Activity related to the multifamily proposal ceased with the downturn of the economy.

The current request is to rezone the property from PAD to R1-6 Single-Family Residential to allow a 41-lot residential development. The R1-6 zoning district requires lot sizes to be no smaller than 6,000 square feet in area with lot widths and depths to be 50 feet and 100 feet, respectively. Through the accompanying Preliminary Plat application P12-0005, the minimum lot size of this proposal is depicted to be 53' x 120' (6,183 square feet) and the maximum proposed lot size is 13,906 square feet, which is comparable to the surrounding R1-8 neighborhoods. Required open space and landscaping amenities are provided in conformance to the Zoning Ordinance and the Design Review Manual.

The underlying General Plan land use designation for the property is Residential/Low (2-5 du/ac, target 3.0 du/ac); however this property is also subject to the North Peoria Redevelopment Plan (NPRP), which as mentioned above, was amended in 2007 to allow a much higher-density residential project. Staff has reviewed this application and has determined that while the proposed density of 4.17 du/ac is near the upper end of the General Plan land use

designation range, it is well below the permitted density range stated in the NPRP (6.1-15.0 du/ac). As such, staff is supportive of this request.

The applicant held a neighborhood meeting on May 9, 2012 at Paseo Verde Elementary School to introduce this proposal to the community. The concerns brought up during this meeting are discussed at length in the Planning & Zoning Commission staff report (P&Z Staff Report, Exhibit F), though there were recurring concerns during the meeting regarding the grade difference between the existing community and this property and traffic volume on Tierra Buena Lane warranting a signal at the intersection of 75th Avenue & Tierra Buena Lane. The applicant is aware of the grade difference and is prepared to re-grade the property to maximize privacy between this development and the adjacent development to the west while meeting the City's drainage and retention requirements. As for the traffic volume on Tierra Buena Lane, a Traffic Impact Study was provided. This study considered the current traffic volume and contemplated future volume generated by this development. Staff concurs with the findings that no signal is warranted; however there may be opportunities for restriping Tierra Buena Lane for dedicated left and right turn lanes.

Previous Actions:

A public hearing was held for this item at the September 6, 2012 Planning and Zoning Commission Meeting. There were no speakers in support or in opposition to this request and the Commission voted unanimously (5-0) in favor of the application.

Options:

A: Approve as recommended by Staff and the Planning & Zoning Commission; or
B: Approve with modifications; or
C: Deny; or
D: Continue action to a date certain or indefinitely; or
E: Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's September 6, 2012 recommendation (5-0) to approve Case Z12-0002.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, staff can approve the Preliminary Plat associated with this application (P12-0005).

Exhibit(s):

Exhibit 1: Vicinity Map
Exhibit 2: September 6, 2012 Planning and Zoning Commission Staff Report with Exhibits
Exhibit 3: Draft Ordinance

Contact Name and Number: Adam Pruett, Senior Planner, x5168

Z12-0002 Vicinity Map

Z12-0002 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 9.25 acres from PAD to R1-6

Location: Northwest corner of 75th Avenue & Tierra Buena Lane

N

Not to Scale

CITY OF PEORIA

EXHIBIT 1

REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 12-0002

DATE: September 6, 2012

AGENDA ITEM: 3

Applicant: Coe & Van Loo on behalf of D.R. Horton

Request: Rezone approximately 9.25 acres from Planned Area Development (PAD) to R1-6 Single-Family Residential.

Proposed Development: This proposal is for a 41-lot single-family detached residential community.

Location: The property is located at the northwest corner of 75th Avenue and Tierra Buena Lane (APN 200-53-646, 200-53-647, 200-53-648).

Site Acreage: 9.25 gross acres

Support / Opposition: As of the date of this printing, staff has not received any public comment in opposition or support to this proposal. Two telephone calls in inquiry were received.

Recommendation: **Approve**, with stipulations.

AREA CONTEXT

Table 1: *Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)*

	LAND USE	GENERAL PLAN	ZONING
Subject Property	**Vacant**	**Residential/Low Density (2-5 du/ac, target 3 du/ac)***	**PAD, Multi-Family Residential**
North	Auto Body Repair Facility	Residential/Low Density (2-5 du/ac, target 3 du/ac)	C-4, General Commercial
South	Tierra Buena Lane, then Single-Family Residential	Residential/Low Density (2-5 du/ac, target 3 du/ac)	R1-8, Single-Family Residential
East	Vacant	Residential/Low Density (2-5 du/ac, target 3 du/ac)	C-3, Central Commercial
West	75th Avenue, then Single-Family Residential	Residential/Low Density (2-5 du/ac, target 3 du/ac)	R1-8, Single-Family Residential

**** This property is also subject to the North Peoria Redevelopment Plan, which was amended in 2007 to High Density Residential (6.1 du/ac to 15 du/ac).***

Annexation and Case History

1. The site was part of a larger area annexed into the City of Peoria in 1977 under

Ordinance 1977-48. Upon annexation, it was designated with city zoning of General Commercial (C-4). In 2007, this property was rezoned to Planned Area Development (PAD) with case Z06-19 and the North Peoria Redevelopment Plan was amended with case SP06-01 to allow for a 134-unit multi-family residential development.

PROJECT DESCRIPTION

Site and Project Details

2. The subject property is a 9.25-acre parcel located at the northwest corner of 75th Avenue & Tierra Buena Lane and is currently vacant with PAD (multifamily residential) zoning.

3. This request is to rezone the property to R1-6 Single-Family Residential to allow a 41-lot residential development. The R1-6 zoning district requires lot sizes to be no smaller than 6,000 square feet in area with lot depths and widths to be 50 feet and 100 feet, respectively. Through the accompanying Preliminary Plat application P12-0005, the minimum lot size of this proposal is depicted to be 53' x 120' (6,183 square feet) and the maximum proposed lot size is 13,906 square feet. (Exhibit D1-D2)

4. The City's Design Review Manual prescribes, among other elements, the minimum required open space for residential developments. For projects with minimum lot sizes less than 10,000 square feet in size, 9% of the project area is to be usable open space. This proposal provides 1.45 acres or 15.6% total open space, of which .95 acres or 10.3% is usable.

5. It should also be noted that the applicant is aware of an existing grade difference between this property and the existing neighborhood to the west. Currently, portions of this site are approximately four to six feet higher than the surrounding area. As such, the applicant is prepared to re-grade the site to ensure compatibility and effective wall heights while creating adequate site drainage and retention (Exhibit E, see Wall Section A-A).

DISCUSSION AND ANALYSIS

Conformance with the General Plan

6. The underlying General Plan land use designation for the property is Residential/Low (2-5 du/ac, target 3.0 du/ac). This designation allows for single-family detached residential development; however, this property is also subject to the North Peoria Redevelopment Plan (NPRP), which was amended in 2007 to allow a much higher-density residential project. The amendment changed the land use designation from "Residential Low Density 1.1-3.5 du/ac" to "Residential High Density 6.1-15.0 du/ac".

7. After reviewing this request, staff has determined that while the proposed density of 4.17 du/ac is near the upper end of the *General Plan* land use designation range, it is well below the permitted density range stated in the North Peoria Redevelopment Plan. It is also less intense than the multi-family project that was approved for this property in 2006. As such, staff is supportive of this request.

Citizen Participation Plan - Neighborhood Meeting

8. Section 14-39-8.E of the Peoria Zoning Ordinance requires the applicant of a rezoning request to hold at least one neighborhood meeting. The applicant notified property owners within 600 feet of the subject site. Accordingly, the applicant held a neighborhood meeting on May 9, 2012 at Paseo Verde Elementary School. As indicated in Exhibit F, twenty-one property owners attended the meeting and commented on the project.

9. Based on the community input during the neighborhood meeting, staff understands there to be general support for this proposal versus the existing multi-family zoning. This support is not without concerns, however. The underlying theme of the concerns pertain to access from this project on to Tierra Buena Lane, the difference in grade between this site and the surrounding development(s), and the placement of two-story homes along the western property line (Lots 1-9).

10. Access to this site is being provided in the same manner as the surrounding developments. The proposed layout mirrors the Arrowhead Shadows subdivision by facing homes on to Tierra Buena Lane, then providing access to the rest of the subdivision via 76th Avenue, a local street connecting to Tierra Buena Lane (Exhibit A). Primary access to the previously approved multi-family proposal was directly from 75th Avenue; however, that project consisted of 134 residential units and although it was proposed to share certain design elements found throughout the adjacent neighborhood, it was not intended to be fully integrated with the existing development.

11. Secondary to the location of the access were comments regarding the need for a traffic signal at the intersection of 75th Avenue & Tierra Buena Lane. Staff has contacted the City's Traffic Engineering Division and requested an initial signal demand study to determine if a signal is warranted. The traffic counts are not currently high enough to require a signal and the projections provided by the traffic impact analysis make no indications that this development will increase traffic beyond the threshold of requiring a signal.

12. Both the applicant and staff concur with the adjacent property owner's concerns regarding the grade differences between the subject site and the existing residences to the west. As depicted in Exhibit E, Wall Section A-A, the grade differences will be removed in order to match the grade of the lots located along

this site's western property line and ensure compatibility between the adjacent developments.

13. Lastly, concerning the prohibition of two-story homes on lots 1-9 along the western property line, this is not a request that staff typically supports, though it has been done in the past. All of the City's single-family residential zoning districts allow two-story homes, regardless of the order in which development occurs. Of the nine existing homes along this property's west property line, two are two-story homes. The Zoning Ordinance requires uniform application of the development standards within each zoning district, meaning for example, that all R1-6 or all R1-8 districts should be developed as prescribed in the ordinance. The Planning & Zoning Commission and City Council do have the authority, however, to place certain restrictions on a development by way of conditions. In the case of this rezoning request, if it pleases the Commission, a stipulation may be added that permits only single-story homes along the west property line (lots 1-9).

City Review

14. This request has been reviewed and commented on through the City's standard rezoning application review process and has been approved by the Planning Division, Site Development / Engineering, and Fire Safety with conditions as provided in the *Conditions of Approval* portion this report.

Public Notice

15. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division.

FINDINGS AND RECOMMENDATION

16. Based on the following findings:

- The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan.
- This rezoning request is consistent with General Plan Residential / Low Density (2-5 du/ac, target of 3 du/ac) land use designation and is less intense than the permitted density range provided in the North Peoria Redevelopment Plan (6.1–15.0 du/ac).
- This rezoning request will result in a residential development that is compatible with the existing adjacent neighborhood(s).

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Z 12-0002 subject to the following conditions:

1. The development shall be limited to 43 units.
2. A Final Drainage Report shall be submitted with the improvement plans.
3. The developer shall provide a certified letter to the property owner to the north acknowledging the construction of the sewer line and addressing potential conflicts with daily site activities during construction.
4. Due to the multiple water and sewer taps within Tierra Buena for the 9 lots along the frontage, a complete mill and overlay of the street will be required from the existing northern curb line to the extent of the taps to the south.
5. A Traffic Impact Analysis (TIA) for the site shall be approved prior to final plan approval.
6. A 30'x30' chamfer is required at NWC of 75th and Tierra Buena. A 6-foot screen wall will be required around the perimeter. The proposed grading will need to take into account the grade difference of this lot with respect to the adjacent lots to the west. The finish pad elevation shall be designed to maximize privacy to the west.
7. Two access roads are required and shall be located a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. The design of a secondary / emergency access road shall be subject to review by the Fire Safety Division during the Preliminary Plat review process.
8. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

   Exceptions:

   - Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.
   - The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

Attachments:

Exhibit A	Vicinity Map
Exhibit B	General Plan Land Use Map
Exhibit C	Zoning Map
Exhibit D1-D2	Proposed Site Plan
Exhibit E	Proposed Landscape Plan
Exhibit F	Public Participation Meeting Comments

Prepared by: Adam D. Pruett, AICP, LEED Green Associate
Senior Planner

Z12-0002 Vicinity Map

Z12-0002 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 9.25 acres from PAD to R1-6

Location: Northwest corner of 75th Avenue & Tierra Buena Lane

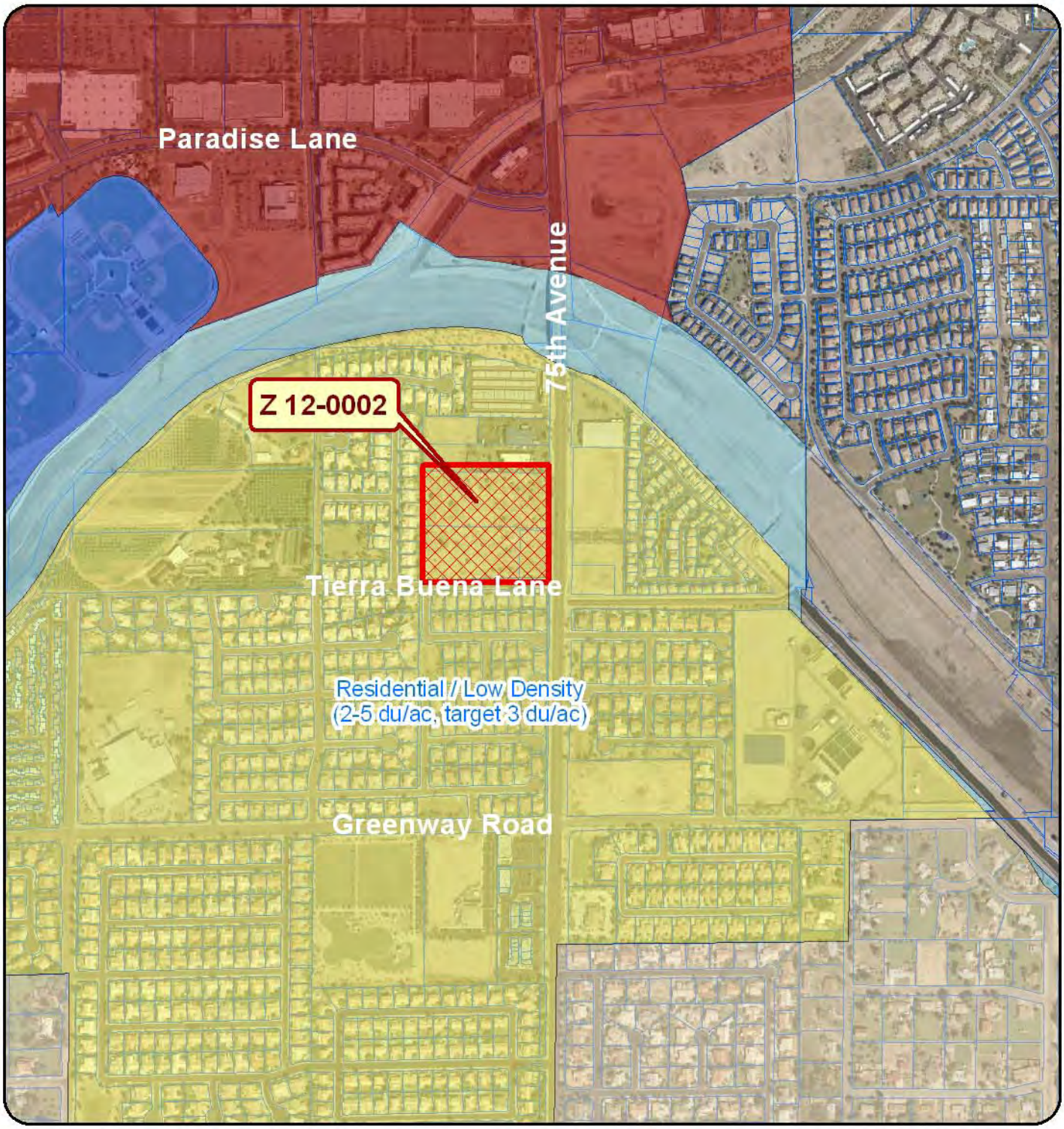
N

Not to Scale

CITY OF PEORIA

EXHIBIT 1

Z12-0002 General Plan Land Use Map



Z12-0002 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 9.25 acres from PAD to R1-6

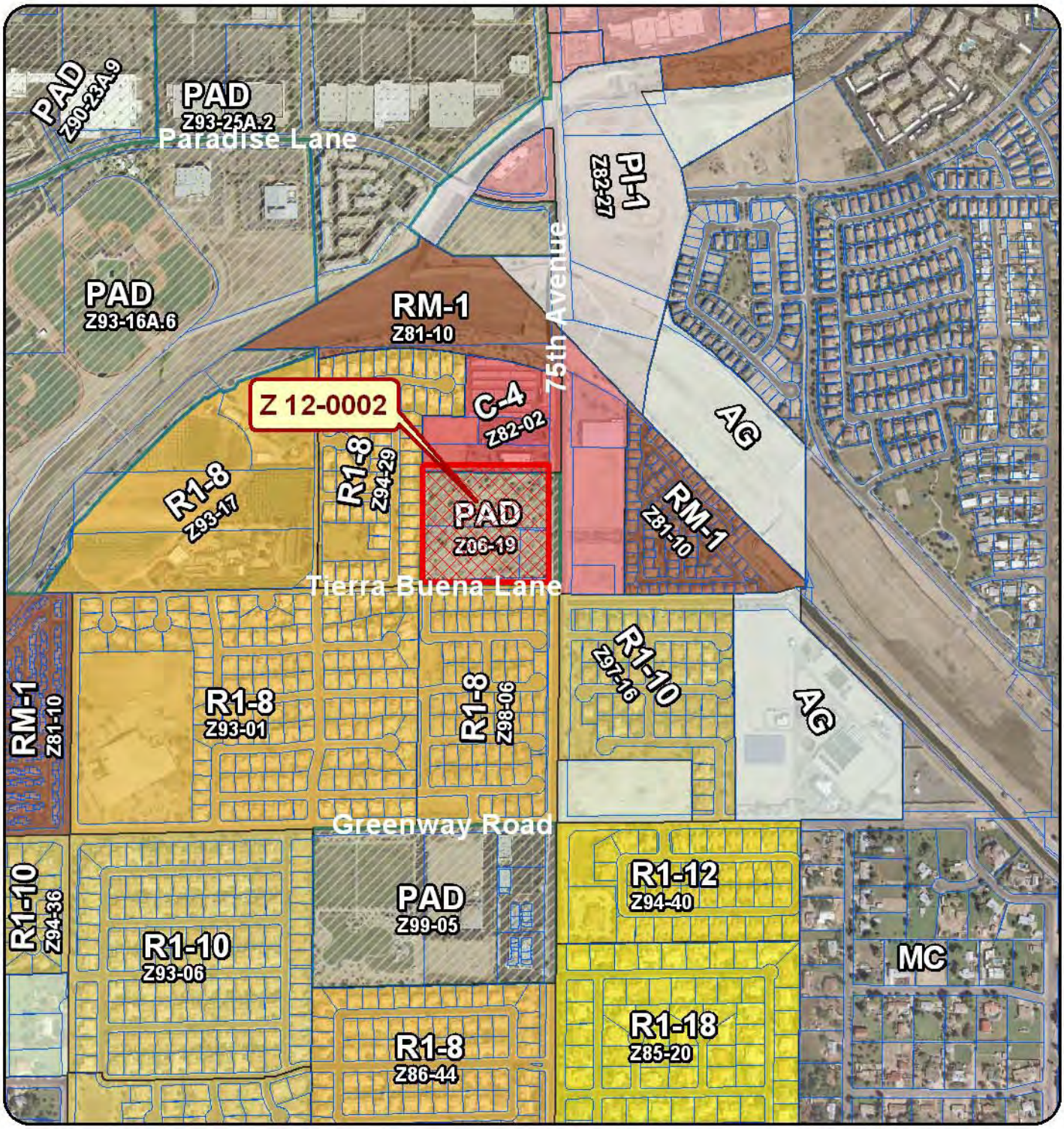
Location: Northwest corner of 75th Avenue & Tierra Buena Lane

N

Not to Scale

CITY OF PEORIA

Z12-0002 Zoning Map



Z12-0002 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 9.25 acres from PAD to R1-6

Location: Northwest corner of 75th Avenue & Tierra Buena Lane

N

Not to Scale

CITY OF PEORIA

PRELIMINARY PLAT FOR TIERRA BUENA

NOTES:

(1) CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. ASPHALT OR GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.

(2) ALL EASEMENTS ARE SUBORDINATE TO DRAINAGE EASEMENTS.

(3) ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

(4) AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS, INCLUDING LANDSCAPED AREAS. LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE BACK OF REVERSE FRONTAGE LOTS AND DRAINAGE FACILITIES IN ACCORDANCE WITH APPROVED PLANS.

(5) STRUCTURES AND LANDSCAPING AT THE INTERSECTIONS OF STREET RIGHT-OF-WAY WILL BE MAINTAINED AT 3' MAXIMUM IN HEIGHT WITHIN A TRIANGLE MEASURED 33' ALONG A MAJOR STREET AND 10' ALONG A LOCAL STREET.

(6) ANY LIGHTING WILL BE PLACED SO AS TO DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL DISTRICTS AND WILL NOT EXCEED ONE FOOT CANDLE AT THE PROPERTY LINE. NO NOISE, ODOR OR VIBRATION WILL BE EMITTED SO THAT IT EXCEEDS THE GENERAL LEVEL OF NOISE, ODOR OR VIBRATION EMITTED BY USES OUTSIDE OF THE SITE.

(7) OWNERS OF PROPERTY ADJACENT TO PUBLIC RIGHT-OF-WAY (EXCEPT FOR REVERSE FRONTAGE LOTS) WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING WITHIN THE RIGHTS-OF-WAY IN ACCORDANCE WITH APPROVED PLANS.

(8) TWO PARKING SPACES WILL BE PROVIDED PER DWELLING UNIT

(9) DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

(10) EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT FOR A TOTAL OF 41 DWELLINGS (WITHIN THE ENTIRE SUBDIVISION)

(11) ALL SEWER LINES TO BE 8" UNLESS OTHERWISE NOTED.

(12) ALL WATER LINES TO BE 8".

BENCHMARK:

GDAC – #47089-1
EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST. FOUND CHISELED + IN CONCRETE BRIDGE DECK.
ELEVATION – 1214.79 CITY OF PEORIA DATUM

BASIS OF BEARINGS:

N00°39'43"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 651 OF MAPS, PAGE 13, RECORDS OF MARICOPA COUNTY, ARIZONA.

FLOOD ZONE INFORMATION:

THE MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM), PANEL NUMBERS 0403C1190L, MAP REVISED SEPTEMBER 30, 2005 (REF 5), INDICATED THE SUBJECT SITE FALLS WITHIN ZONE "X".

ZONE "X" IS DEFINISOBY FEMA AS:
"AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

LAND USE TABLE					
SUBDIVISION NAME	TOTAL SF OF LOTS	ROW SF	LANDSCAPE AREAS (SF)	TOTAL ACRES	TOTAL SF
TIERRA BUENA	279,751 SF	60,346 SF	63,027	9.25 AC	403,124 SF

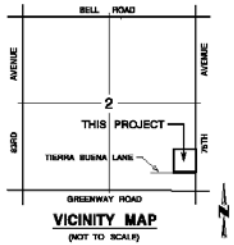
SITE DATA TABLE	
APN #	200-53-646 200-53-647 200-53-648
GROSS AREA	9.25 AC
NET AREA	9.25 AC
CURRENT ZONING	PAD
PROPOSED ZONING	R1-6
UNITS	41
DENSITY	4.17 DU/AC
REQUIRED OPEN SPACE	0.83 AC/ 9%
PROPOSED OPEN SPACE *	1.45 AC/ 15.6%
USEABLE OPEN SPACE*	0.95 AC/ 10.3%
PUBLIC R.O.W	1.39 AC
MINIMUM LOT WIDTH REQUIRED	50'
MINIMUM LOT DEPTH/REQUIRED	100'

LOT AREA DATA TABLE			
LOT #	AREA SF	LOT WIDTH	LOT DEPTH
1	6360	53'	120'
2	6360	53'	120'
3	6360	53'	120'
4	6360	53'	120'
5	6360	53'	120'
6	6360	53'	120'
7	6359	53'	120'
8	7739	53'	120'
9	13906	53'	143'
10	9138	53'	120'
11	6359	53'	120'
12	6360	53'	120'
13	6360	53'	120'
14	6360	53'	120'
15	6360	53'	120'
16	6258	53'	120'
17	6183	53'	120'
18	7411	53'	120'
19	10402	60'	120'
20	6266	53'	120'
21	6360	53'	120'
22	6360	53'	120'
23	6360	53'	120'
24	7081	53'	120'
25	7765	65'	120'
26	6360	53'	120'
27	6360	53'	120'
28	6360	53'	120'
29	6360	53'	120'
30	6360	53'	120'
31	6360	53'	120'
32	6360	53'	120'
33	6360	53'	120'
34	6360	53'	120'
35	6360	53'	120'
36	6320	53'	120'
37	6360	53'	120'
38	6360	53'	120'
39	6360	53'	120'
40	6360	53'	120'
41	6320	53'	120'

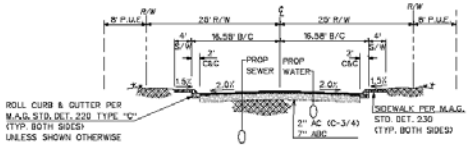
LOT AREAS			
MINIMUM LOT AREA	MAXIMUM LOT AREA	AVERAGE LOT AREA	LOT SIZE
6,183 SF	13,906 SF	6,823 SF	53'X 120'

TRACT TABLE			
TRACT	AREA (AC)	SQUARE FT	DESCRIPTION
A	0.07	3053.56	6' REQUIRED STREET FRONTAGE AREA (COLLECTOR)
B*	1.08	47001.24	LANDSCAPE/RETENTION/ACTIVE OPEN SPACE/AMENITIES
C*	0.23	10044.94	10' FOOT REQUIRED STREET FRONTAGE AREA (ARTERIAL), PEDESTRIAN ACCESS AND FIRE EMERGANCY ACCESS
D	0.03	1158.70	8' FOOT REQUIRED STREET FRONTAGE AREA (LOCAL)
E	0.04	1768.54	RETENTION/DRAINAGE
TOTAL	1.45	63026.96	

* USED TO CALCULATE OPEN SPACE



VICINITY MAP
(NOT TO SCALE)



TYPICAL INTERIOR SECTION
N.T.S.

LIVING AREA TO BE WITHIN BUILDING SETBACKS

① LOCAL TO LOCAL STREET INTERSECTIONS MAY HAVE A 30' X 30' UNOBSTRUCTED VIEW EASEMENT

NO OBJECT WITH VISIBILITY TRIANGLES MAY EXCEED 30" IN HEIGHT.

② 8' LOCAL & COLLECTOR/10' ARTERIAL

NOTE: CONCRETE MASONRY WALLS CANNOT BE CONSTRUCTED IN THE PUBLIC UTILITY EASEMENT

TYPICAL LOT LAYOUT AND BUILDING SETBACKS
(NOT TO SCALE)

PROPERTY OWNER:

DR HORTON
16430 N. SCOTTSDALE ROAD, SUITE 200
SCOTTSDALE, AZ 85254
PHONE: (480) 483-0006
CONTACT: HOLLY JAMES

PREPARED BY:

COE & VAN LOO CONSULTANTS INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
PHONE: (602) 295-4752
FAX: (502) 295-4753
CONTACT: DAVE COBLE

PROJECT DESCRIPTION:

THIS SITE IS A PROPOSED SINGLE-FAMILY DETACHED RESIDENTIAL DEVELOPMENT UNDER THE R1-6 ZONING DISTRICT.

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

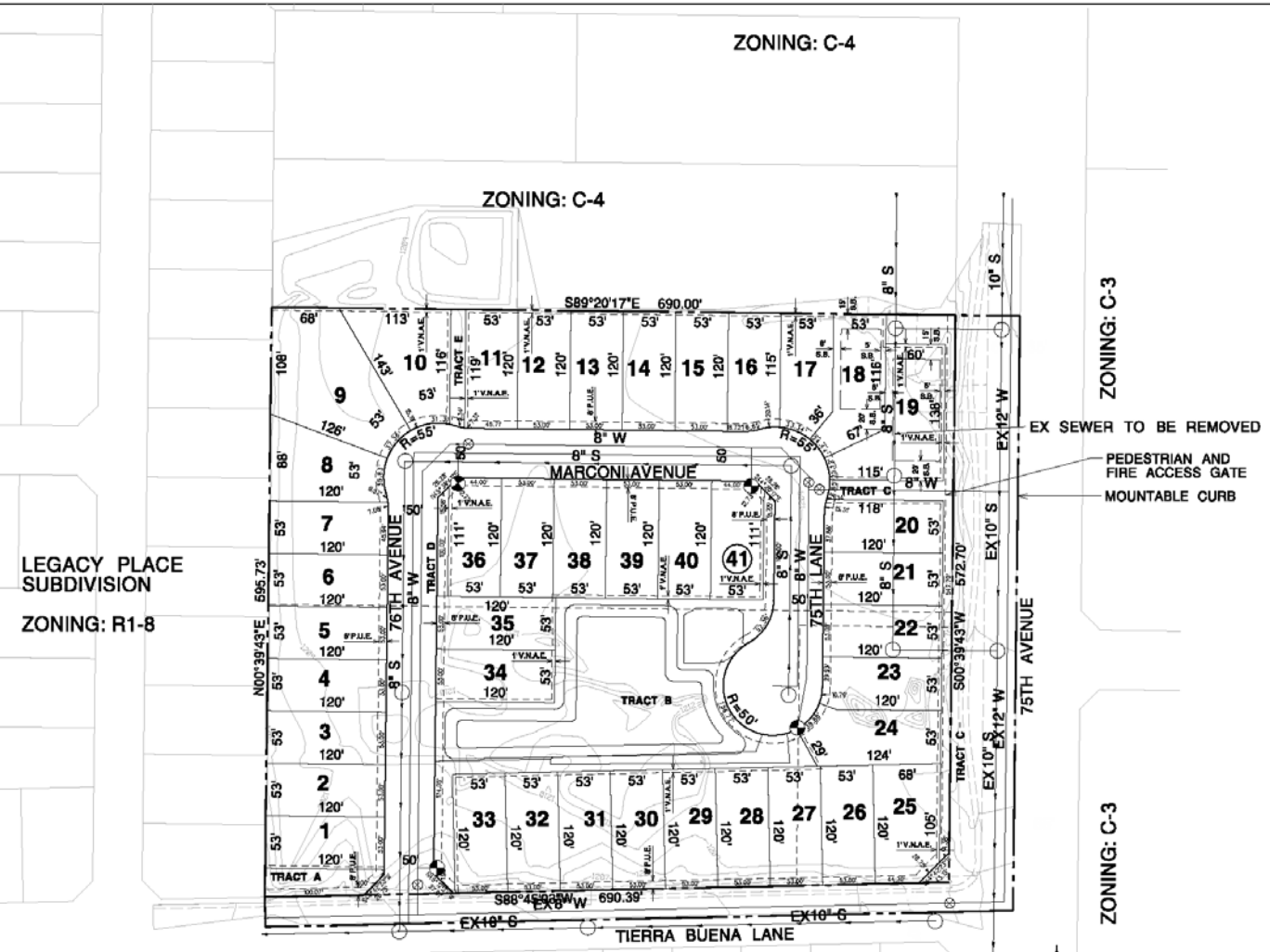
LEGEND

EXISTING CONTOUR	1000
EXISTING WATER	EX W
EXISTING SEWER	EX S
PROPOSED WATER	W
PROPOSED SEWER	S
PROPOSED ROW	
PROPOSED CENTER LINE (ROW)	
PROPOSED VALVE	
PROPOSED MANHOLE	
FIRE HYDRANT	
SURFACE DRAINAGE	
SIGHT VISIBILITY LINE	
INDICATES VEHICULAR NON-ACCESS EASEMENT	V.N.A.E.
INDICATES PUBLIC UTILITY EASEMENT	P.U.E.

CVL

SHEET 1 OF 2
CVL# 1-01-0215501
DATE: 07/12/2012

EXHIBIT



PRELIMINARY PLAT FOR TIERRA BUENA

PROPERTY OWNER:

DR HORTON
16430 N. SCOTTSDALE ROAD, SUITE 200
SCOTTSDALE, AZ 85254
PHONE: (480) 483-0006
CONTACT: HOLLY JAMES

PREPARED BY:

COE & VAN LOO CONSULTANTS INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
PHONE: (602) 295-4752
FAX: (602) 295-4753
CONTACT: DAVE COBLE

PROJECT DESCRIPTION:

THIS SITE IS A PROPOSED SINGLE-FAMILY DETACHED RESIDENTIAL DEVELOPMENT UNDER THE R1-6 ZONING DISTRICT.

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A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGEND

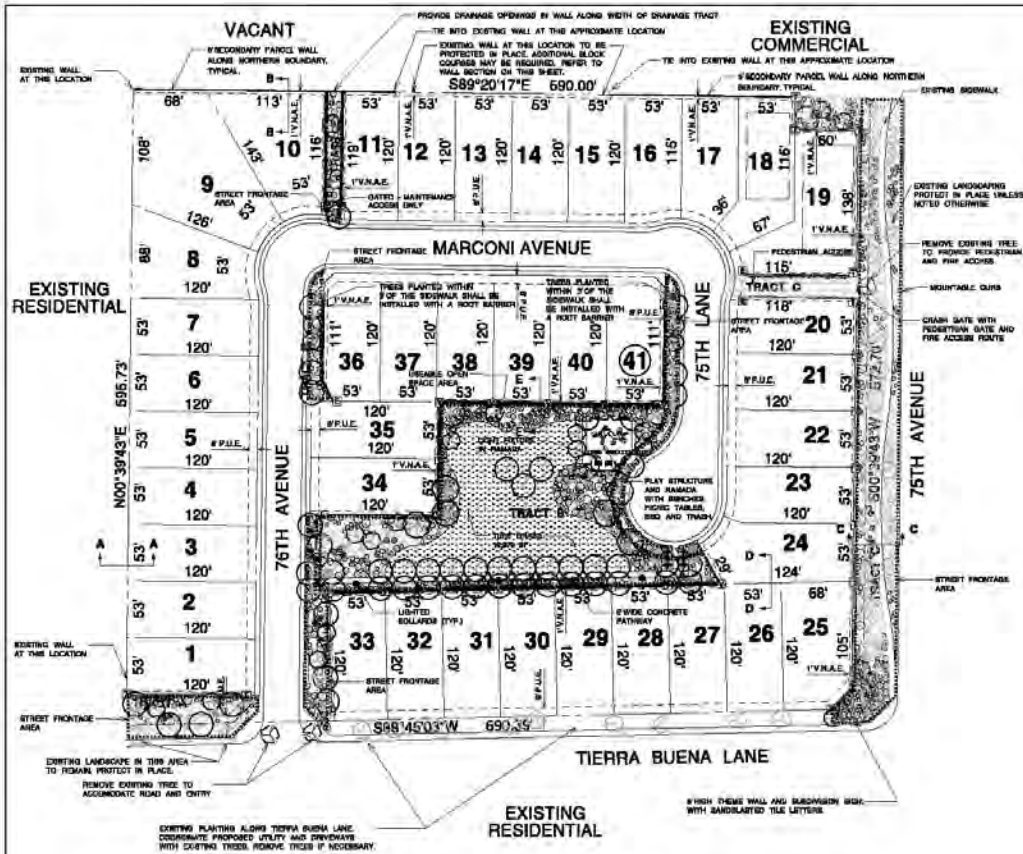
EXISTING CONTOUR	1000
EXISTING WATER	EX W
EXISTING SEWER	EX S
PROPOSED WATER	W
PROPOSED SEWER	S
PROPOSED ROW	
PROPOSED CENTER LINE (ROW)	
PROPOSED VALVE	
PROPOSED MANHOLE	
FIRE HYDRANT	
SURFACE DRAINAGE	
SIGHT VISIBILITY LINE	
INDICATES VEHICULAR NON-ACCESS EASEMENT	V.N.A.E.
INDICATES PUBLIC UTILITY EASEMENT	P.U.E.

SCALE: 1" = 50'

CVL

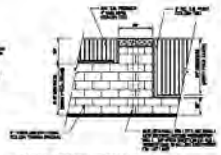
SHEET 2 OF 2
CVL# 1-01-0215501
DATE: 07/12/2012

EXHIBIT



THEME WALL ELEVATION

STANDARD WALL ELEVATION

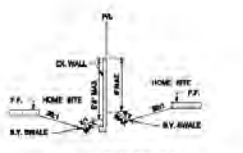


VIEW FENCE ELEVATION

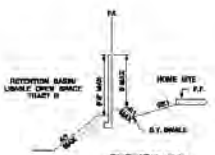
SECTION A-A

SECTION B-B

SECTION C-C



SECTION D-D



SECTION E-E

SITE DATA

LAND USE TABLE					
SUBDIVISION NAME	TOTAL SF OF LOTS	ROW SF	LANDSCAPE AREAS (SF)	TOTAL ACRES	TOTAL SF
TIERRA BUENA	279,781 SF	60,346 SF	63,027	9.25 AC	403,124 SF

SITE DATA TABLE	
APN #	200-53-545 200-53-547 200-53-548
GROSS AREA	9.25 AC
NET AREA	9.25 AC
CURRENT ZONING	PAD
PROPOSED ZONING	R1-6
UNITS	41
DENSITY	4.17 DU/AC
REQUIRED OPEN SPACE	0.83 AC/ 9%
PROPOSED OPEN SPACE *	1.48 AC/ 16.6%
USEABLE OPEN SPACE*	0.95 AC/ 10.3%
PUBLIC R.O.W	1.39 AC
MINIMUM LOT WIDTH REQUIRED	50'
MINIMUM LOT DEPTH/REQUIRED	100'

PLANTING DATA

SINGLE FAMILY
PRELIMINARY PLAT PLANTING DATA SHEET
(To be completed and included on landscape Plan)

LANDSCAPE AREAS

	Required	Provided
A. Street Frontage Area (14-39-4.A.1)		
1. Adjacent to Marconi Blvd (TIERRA BUENA)	5,546 sq. ft.	39,546 sq. ft.
2. Adjacent to Collector Street (TIERRA BUENA)	1,725 sq. ft.	1,845 sq. ft.
3. Adjacent to Local Streets (TIERRA BUENA)	5,264 sq. ft.	11,186 sq. ft.
* Requirement applies along exterior and interior roadways		
B. Required Retention / Detention Areas (14-39-4.A.2)	22,681	27,442
C. Useable Open Space Areas (Design Review Manual 23.7.5.F.2)	58,155	41,385
1. Live Ground Cover	NA	NA
2. Turf Areas	NA	NA

PLANT QUANTITIES

	Required	Provided
Trees	57	91
Shrubs	342	570
Ornamental Trees	57	62
Ornamental Shrubs	171	285
Ground Cover	NA	NA

TOTALS

	Required	Provided
Total Landscape Area (A + B + C)	46,970 sq. ft.	79,712 sq. ft.
Total Trees (D + E)	114	153
Total 24" Box Trees (50% of Total Required Trees)	57	62
Total Shrubs (B + C)	513	855

GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]

CONCEPTUAL LANDSCAPE
TIERRA BUENA

PREPARED FOR:
DR HORTON
16432 N. SCOTTSDALE ROAD, SUITE 320
SCOTTSDALE, AZ 85254
PHONE: (480) 483-0006
CONTACT: HOLLY JAMES

PREPARED BY:
COE & VAN LOO CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
(602) 264-6831
(602) 279-1565 (FAX)
CONTACT: TIM STARKEY, R.L.A.

PROPOSED PLANT SCHEDULE:

	BOTANICAL NAME:	COMMON NAME:	SIZE: *
	TREES:		
	Acacia farnesiana	Sweet Acacia	15 gal
	Dalbergia sissoo	Sissoo	24" box
	Prosopis chilensis 'Thornless'	Thornless Mesquite	24" Box
	Ulmus parvifolia 'Sempervirens'	Evergreen Elm	15 gal
	SHRUBS & ACCENTS		
	Agave geminiflora	Twin Flowered Agave	5 Gallon
	Caesalpinia pulcherrima	Red Bird of Paradise	5 Gallon
	Hesperaloe parviflora	Red Yucca	5 Gallon
	Leucophyllum langmaniae	Chihuahuan Sage	5 Gallon
	Leucophyllum candidum	Thundercloud Sage	5 Gallon
	Muhlenbergia rigens 'Regal Mist'	Regal Mist Deer Grass	5 Gallon
	Ruellia peninsularis	Desert Ruellia	5 Gallon
	Tecoma sp. 'Orange Jubilee'	Orange Jubilee Tecoma	5 Gallon
	Groundcovers		
	Convolvulus cneorum	Bush Morningglory	1 Gallon
	Dalea capitata	Sierra Gold	1 Gallon
	Dasylirion sp. 'Blue Candle'	Blue Candle	1 Gallon
	Lantana sp. 'New Gold'	Gold Lantana	1 Gallon
	Myoporum parvifolium	Trailing Myoporum	1 Gallon
	Rosmarinus prostratus	Trailing Rosemary	1 Gallon
	Cynodon dactylon 'Midiron'	Hybrid Bermuda Grass	Hydroseed
	Vines		
	Bougainvillea 'La Jolla'	Bougainvillea sp.	5 Gallon
	Ficus pumila	Fig Vine	5 Gallon

EXISTING PLANT SCHEDULE

Existing Tree to Remain	Used towards tree count	varies
Existing Tree to be Removed	(May be relocated)	varies
Existing Shrub to Remain	(Used towards shrub count	varies

INERT MATERIALS

Paving: [illegible]	6" Ultra Violet Gold (6" DEPTH)
Thickened Edge	6" x 6" Ultra Gold
Cinder Boulder:	Ashton Gravel - River Run

WALLS AND AMENITIES

6'-0" PERIMETER THEME WALL	T THEME COLUMN
6'-0" SECONDARY PARCEL WALL	E END WALL COLUMN
6'-0" FULL VIEW FENCE	V VIEW WALL COLUMN
6'-0" PARTIAL VIEW FENCE	

VICINITY MAP
(NOT TO SCALE)

CVL

COE & VAN LOO CONSULTANTS, INC.

MAY 30, 2012

SHEET 1 OF 1

EXHIB

PUBLIC PARTICIPATION MEETING COMMENTS

EXHIB
19 pa

CVL
E & VAN LOO

Land Planning | Civil Engineering | Water Resources | Storm Water Engineering
Landscape Architecture | Land Surveying | Construction Services

Founded 1958

April 25, 2012

Re: Tierra Buena Rezone and Preliminary Plat

Dear Property Owner:

You are invited to participate in a neighborhood meeting. The purpose of the meeting is to discuss the proposed rezone and preliminary plat for Tierra Buena that will be submitted to the City of Peoria Planning and Community Development Department for review. The site is at the northwest corner of 75th Avenue and Tierra Buena Lane (see attached land use map). The meeting will be held at:

Paseo Verde Elementary School
Cafeteria/Multi-Purpose Room
(Enter Building at Main Entrance)
7880 W. Greenway Road
Peoria, AZ 85381

May 9, 2012, at 6:30 P.M.

If you cannot attend this meeting, but would like more information or provide input on the project, please contact David Coble at (602) 285-4752; fax (602) 285-4753; or email at dcoble@cvlci.com.

Sincerely,

COE & VAN LOO
Consultants, Inc.

[redacted]

David B. Coble
Associate, Project Manager

Enclosure

C:\Documents and Settings\felicia\Local Settings\Temporary Internet Files\Content.Outlook\PNT1GDM3\Tierra Buena Neighborhood Meeting Letter.doc

NEIGHBORHOOD MEL NG SIGN-IN SHEET

TIERRA BUENA REZONE

DATE: MAY 9, 2012
TIME: 6:30 PM
PLACE: Paseo Verde Elementary School - Cafeteria/multi-purpose room
7880 W. Greenway Road, Peoria, AZ 85381

NAME	ADDRESS	PHONE	EMAIL
Alezamma Jacob	[redacted]	[redacted]	[redacted]
LISA RODRIGUEZ	[redacted]	[redacted]	[redacted]
LARRY SPENCER	[redacted] PEORIA AZ 85382	[redacted]	[redacted]
CAROL & RON MILLER	[redacted]	[redacted]	[redacted]
DAVID PRITCHARD	[redacted]	[redacted]	[redacted]
WES HUFF	[redacted]	[redacted]	[redacted]
CARMEN & BILL HORTON	[redacted]	[redacted]	[redacted]
MARY + GARY Sunda	[redacted]	[redacted]	[redacted]
Amparo & Ezequiel Perez	[redacted]	[redacted]	[redacted]
Rose Huff	[redacted]	[redacted]	[redacted]
MARY BIRNEY	[redacted]	[redacted]	[redacted]
Mary Vaughn	[redacted]	[redacted]	[redacted]
George Vaughn	[redacted]	[redacted]	[redacted]
Bill & Shelyne Thompson	[redacted]	[redacted]	[redacted]
Bob & Wanda Vondeshner	[redacted]	[redacted]	[redacted]
Alinda Crow	[redacted]	[redacted]	[redacted]
Curtis Boldrin	[redacted]	[redacted]	[redacted]
Esmeralda Saiki	[redacted]	[redacted]	[redacted]
Kathleen Birney	[redacted]	[redacted]	[redacted]
Dan Hutchens	[redacted]	[redacted]	[redacted]
Tim Scheierman	[redacted]	[redacted]	[redacted]

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: RICK THOMPSON

Address: [redacted]

Phone: [redacted]

Email: [redacted]

Comments: SUGGESTED EXIT 75TH AVE

EXTRA TRAFFIC CONCERNS T.B.

ELEVATION

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Robert Vanderhaar

Address: [redacted]

Phone:

Email:

Comments:

1. Access To Housing OFF 75th Ave Only
2. Single Level Homes on LOTS 1-8
3. Low shrubs along 75th North of Tierra Buena
4. If access is To Tierra Buena From The Homes Make it LEFT TURN only.
5. Make LOTS 1-8 & 25-33 Same SIZE AS

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: WESLEY HAFF

Address: [redacted]

Phone:

Email:

Comments:

ANOTHER OUTLET ON 7TH AVE

WHERE WILL THE WATER DRAIN. WE HAVE

ARROYOS NOW ON T. BUENA.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Esmeralda Saiki

Address: [redacted]

Phone:

Email:

Comments:

Concerned about entrance on Tierra Buena, square footage of homes - would prefer mid-size vs. 1500sq ft. homes, and multifamily homes. Appreciate that it's a small community and HOA.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: MARY BIRNEY

Address: [redacted]

Phone: [redacted]

Email:

Comments: 1- AWKWARD LOOKING PLAN / SEEMS CRAMPED + UNSYMMETRICAL
2- PRICE CONCERN
3- GRADING CONCERN
4- BACK ONTO FENCE SO WOULD NOT WANT 2 STORIES LOTS 1-8

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Dan Hutchens

Address: [redacted]

Phone:

Email:

Comments: Concerned about Additional traffic onto Tierra B. during busy times. Concerned about two Story Homes backing up to our subdivision. Also Smaller cheaper homes bringing down our comps!

PROJECT COMMENTS

Please provide the informat. .. outlined below, as well as any comments about the project.

Name: Tim Scheienman

Address: [redacted]

Phone: [redacted]

Email: [redacted]

Comments: Strongly oppose access road location & prefer 75th Avenue access point. I was pleased to hear there is potential to build homes in this area but I'm strongly opposed to the access point on the Southwest side of the development due to the number cars this would add to street congestion on Tierra Buena & the access road would be pointing directly at my home & adding a 3rd North-South street 3 of which [redacted] would be

PROJECT COMMENTS

Please provide the informat. . outlined below, as well as any comments about the project.

Name: CURTIS BOLDMAN

Address: [redacted]

Phone: [redacted]

Email:

Comments: 2 stories behind 76th LN.
Entrance on TIERRA Buena
DRAINAGE

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Aleyamma Jacob

Address [redacted]

Phone: [redacted]

Email: [redacted]

Comments: Needs a new exit to 75th due to traffic congestion. Elevation given to several houses cant be given due to overlooking houses. Huge traffic disadvantage for people right off of 75th and tierra Buena. Traffic hazard for kids. Single Level housing face to face. Sports events and July 4th ill be the biggest amount of traffic and it already is.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: MARY + GARY SUNDBERG

Address: [redacted]

Phone:

Email:

Comments: COST per unit

access to Tierra Buena only??

traffic control ——

% homeowner VS rental ?

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Amparo B Perez # Ezequiel

Address: [redacted]

Phone:

Email:

Comments: Do not agree with only one entrance & exit. There needs to be another that will exit right into 75th. In case of an emergency one exit is not enough, too many cars exiting.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: CARMEN HORTON

Address: [redacted]

Phone:

Email:

Comments: Concern with only one exit out of the Complex. It will create too much traffic on Sierra Buena. Also, for safety reasons for that complex/Home Owners there should be another exit off/into 75th directly

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: William & Carmen Horton

Address: [redacted]

Phone: [redacted]

Email: [redacted]

Comments: A traffic light needs to be installed at 75th Ave. and Tierra Buena

Needs more than one entrance/exit

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: George Vaughn

Address: [redacted]

Phone:

Email:

Comments: No mention of parking for visitors or guests - does not appear to be any available in the project.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: VAUGHN, PATRICK

Address: [redacted]

Phone: —

Email: —

Comments: Concerns over traffic as access to 75th has no stop light -

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Ron Miller

Address: [redacted]

Phone:

Email:

Comments: 1. Elevation of property is much higher than existing lots on west side. Elevation of lots backing up to existing houses needs to be the same. Also only put one story houses along west wall.

2. Would be much better to have entrance on 75th Ave. Too much traffic on Tierra Buena already. Already very difficult to make a left turn from Tierra Buena to 75th Ave.

3. Support lots 1-8 being restricted to one story.

(OVER)

5. Prefer single family homes. ∴ Support this project.

ORDINANCE NO 2012-23

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO R1-6 SINGLE-FAMILY RESIDENTIAL; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on September 6, 2012 in zoning case Z12-0002 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of the subject parcel as described below from Planned Area Development (PAD) zoning district to R1-6 Single-Family Residential as provided in Section 14-39 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on August 17, 2012; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Peoria, Arizona that:

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from Planned Area Development (PAD) zoning district to R1-6 Single-Family Residential zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall be limited to 43 units.
2. A Final Drainage Report shall be submitted with the improvement plans.

3. The developer shall provide a certified letter to the property owner to the north acknowledging the construction of the sewer line and addressing potential conflicts with daily site activities during construction.
4. Due to the multiple water and sewer taps within Tierra Buena for the 9 lots along the frontage, a complete mill and overlay of the street will be required from the existing northern curb line to the extent of the taps to the south.
5. A Traffic Impact Analysis (TIA) for the site shall be approved prior to final plan approval.
6. A 30'x30' chamfer is required at NWC of 75th and Tierra Buena. A 6-foot screen wall will be required around the perimeter. The proposed grading will need to take into account the grade difference of this lot with respect to the adjacent lots to the west. The finish pad elevation shall be designed to maximize privacy to the west.
7. Two access roads are required and shall be located a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. The design of a secondary / emergency access road shall be subject to review by the Fire Safety Division during the Preliminary Plat review process.
8. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

   Exceptions:

   - Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.
   - The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 23rd day of October, 2012.

Bob Barrett, Mayor

_____

Date Signed

ATTEST:

_____

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Kemp, City Attorney

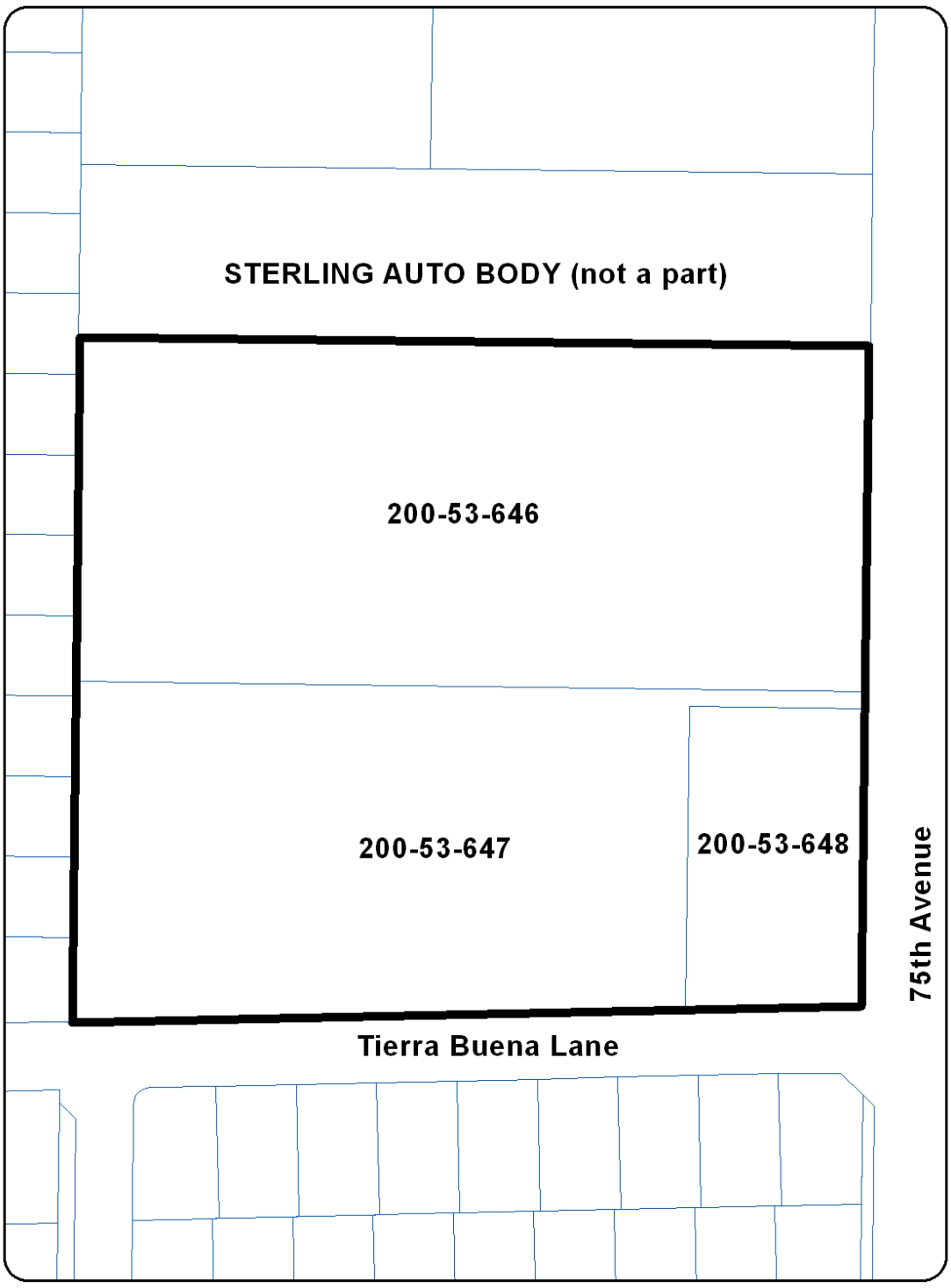
Published in: Peoria Times
Pub. Dates: October 26, 2012 and November 2, 2012
Effective Date:

EXHIBIT A

LEGAL DESCRIPTION:

LOT 3B, 3C AND 3D OF STERLING AUTO BODY, ACCORDING TO THE PLAT OF RECORD IN OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 651 OF MAPS, PAGE 13

EXHIBIT B
Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14R

Date Prepared: July 30, 2012 **Council Meeting Date: October 23, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **City Council authorization to enter into an Economic Development Agreement (EDA) with Trine University**

Purpose:

This is a request for the City Council to approve an Economic Development Agreement (EDA) with Trine University for the development of a university branch campus in Peoria.

Background on Trine University and the Peoria Project:
Trine University offers more than 35 degree programs on its main campus, as well as online and seated courses at regional campuses and education centers throughout Indiana and Michigan. The university has become the fastest-growing private university in Indiana over the last five years, with a 68 percent increase in enrollment. *U.S. News and World Report* and the *Princeton Review* have ranked Trine among the Midwest's Best Colleges every year since 2008. Trine is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools, and its education, engineering and business programs are nationally recognized and accredited. Trine has succeeded in achieving an extremely high job placement rate among its graduates.

Trine and the City believe this Project will be of great value to the City of Peoria and the region, not only in the area of higher education and community education, but also supporting economic development and job growth through technology commercialization efforts, assisting business, as well as entrepreneurs. Trine's partnership with the City will be visible in two more important ways: by partnering with Bioinspire to advance technology innovation through their biomedical engineering program and through the creation of a future Peoria Innovation Center that will seek to develop technology innovations into commercial applications.

The first step in the partnership is a physical branch campus. Initial offices for administrative and instructional use would be housed at the Thunderbird 101 office park at 14100 N. 83rd Avenue, occupying 17,000SF that was previously used by Western International University. A new build-to-suit facility to house Trine and possibly other universities is anticipated by year 3 and at that time, if necessary, the parties may agree to amend this agreement in writing.

Community support for this Project, which will create a university campus that focuses on Science, Technology, Engineering, and Math programs in Peoria, has been overwhelming. Supporters include the Arizona Commerce Authority, Science Foundation Arizona, BioAccel, Greater Phoenix Economic Council, Western Maricopa Coalition, the Arizona Technology Council, Glendale Community College, Peoria Unified School District, and Maxwell Technologies.

A listing of Trine's planned educational programs is contained in Exhibit B to the EDA.

Agreement Summary

The Economic Development Agreement includes the following deal points (See Exhibit A):

(a) Performance Threshold 1: The Higher Learning Commission and the Arizona State Board for Private Post Secondary Education must approve the location of a Trine campus in Peoria. Upon completion City pays $100,000.

(b) Performance Threshold 2:

(i) Trine submits to the City a university-approved marketing plan with final tuition and enrollment projections for the first five years of the program. Also, Trine submits to the City a final listing of undergraduate and graduate programs to be offered at the Peoria location

(ii) Trine submits to the City a university-approved and funded faculty and staff plan for the first five years of the program.

(iii) Trine submits to the City executed articulation agreements between Trine and Maricopa Community College for each major offered by Trine.

(iv) Trine enters into lease agreement for 17,000 SF of existing space at 14100 N. 83rd Ave., Peoria, AZ 85381.

(v) City conducts further market and feasibility analysis of Trine's submitted documents to validate the success of Trine's Peoria location. Upon the City's approval, which will not be unreasonably withheld, of the feasibility and market analysis, the City shall release its next payment.

Upon completion of threshold 2, City pays $700,000.

(c) Performance Threshold 3: Trine opens Peoria facility with enrollment in a minimum of 10 university classes including undergraduate and graduate programs in Engineering (mechanical, electrical, biomedical, and engineering technology). Upon completion, City pays $142,750.

(d) Rental Tax Lease Payment for years 1-3 = $19,049

(e) Total City investment = $962,000

Additional Enrollment Support

In the case that Trine does not meet its enrollment targets in the first two years, the City will provide financial support up to an additional $1,550,000 ($1,050,000 in fixed costs and a

maximum of $500,000 in marginal costs depending on actual enrollment). Trine and the City will meet quarterly to proactively manage the enrollment process and take corrective actions on enrollment targets as necessary to mitigate the potentiality of the need for additional support.

Estimated Student Enrollment
Student enrollment in all programs at the Peoria location, seated, online, blended, and adult are projected at the following targets:

Year 1	199
Year 2	498
Year 3	1,246
Year 4	2,180
Year 5	3,270

Estimated Job Creation
Administrative FTEs = 16 at average salary of $63,075 by year 5. Trine estimates adjunct faculty members (part time) to total 1,479 by year 5, with an average salary of $30,000 a year.

Estimated Investment by Trine after 5 years

$28 million in salaries
$9 million in local campus operations
$11 million in main campus support and overhead
$17 million in Peoria Center for Innovation

$65 million Total Estimated Investment in Peoria Campus Development

GPEC Impact Analysis
The Greater Phoenix Economic Council prepared an "Economic and Revenue Impact" (October 2012) for the Project showing that, over ten years, the Project will provide to the City of Peoria $240.7M in direct and indirect economic output and $12.5.M in total revenue.

Trine Obligations and Verification
Trine will be a partner in economic development activities with the City for the attraction of high-wage and technically-skilled jobs, including the development of customized work force development plans and programs for targeted industries sought by the City as part of its business attraction efforts. Trine is also obligated to not engage in a similar activity with another Arizona community that would compete with the Peoria branch campus.

For verification purposes, Trine will submit to the City documentation as each performance threshold is achieved.

Previous Actions:

City Council discussed potential deal points with Trine University in executive session on both June 19, 2012 and September 18, 2012.

Options:

A: **Approve an EDA with Trine University**. This action will enable the university to open a branch campus in Peoria with programs starting in 2013.

B: **Reject an EDA with Trine University**. This action will terminate the project.

Staff's Recommendation:

Authorize the City Manager to enter into an Economic Development Agreement with Trine University for the development of a branch campus in Peoria.

Fiscal Analysis:

The city has budgeted $1,000,000 in the Economic Development Opportunity Fund project in the Capital Improvement Program (CIP). Staff recommends that the City Council approve a budget transfer in the amount of $1,000,000 from the Economic Development Opportunity Fund project (4550-4550-540500-CIPOF-ED00007) to a new project called Trine University (4550-4550-540500-CIPOF-ED00013).

The additional support for the fixed cost of $1,050,000 will be appropriated in future budget years once enrollment targets have been verified.

Exhibits:

Exhibit A: Economic Development Agreement
Exhibit B: Education Programs

Contact Name and Number: Maria Laughner at x 5121

ECONOMIC DEVELOPMENT INCENTIVE AND INVESTMENT AGREEMENT
BETWEEN
THE CITY OF PEORIA, ARIZONA
AND
TRINE UNIVERSITY

This Economic Development Incentive and Investment Agreement ("Agreement") is entered into on _____, 2012 ("Effective Date") between the City of Peoria, Arizona, an Arizona municipal corporation ("City") and Trine University, an Indiana non-profit corporation ("Trine"); each entity separately as a "Party" and collectively as "the Parties."

RECITALS

A. On October 19, 2010, the City adopted an Economic Development Implementation Strategy ("EDIS") which provides an implementation-based plan for achieving the economic development goals of the City;

B. One of the strategies to implement the EDIS is through the City-adopted Economic Development Incentive and Investment Policy ("EDIIP") and accompanying Economic Development Incentive and Investment Policy Guidelines ("EDIIP Guidelines"), which provide a framework for evaluating City financial incentives and investment towards the retention and expansion of existing local businesses and attraction and expansion of targeted industries within the City in a manner that is consistent with applicable laws;

C. The City is authorized pursuant to Arizona Revised Statutes, Sections 9-500.5 and 9-500.11 to negotiate and enter into development agreements that include expenditures for economic development;

D. Trine has submitted a proposal to the City with a request for public incentives and investment to develop an accredited branch university campus offering undergraduate and graduate degrees within Peoria, Arizona (the "Project");

E. The City has contracted with Elliott D. Pollack and Company to conduct a feasibility and economic impact analysis regarding the Project, proposed enrollment figures and the proposed tuition rates associated with this Project. These initial feasibility analysis documents will be supplemented by further market and feasibility analysis required pursuant to Section 2(b) prior to substantial disbursement of funds under this Agreement;

F. The Greater Phoenix Economic Council prepared an "Economic and Revenue Impact" (October 2012) for the Project showing that, over ten years, the Project will provide to the City of Peoria $240.7M in direct and indirect economic output and $12.5.M in total revenue;

G. The City has reviewed Trine's request and determined that the Project qualifies and should be approved under the EDIIP;

H. Community support for this Project, which will create a university campus that focuses on Science, Technology, Engineering, and Math programs in Peoria, has been overwhelming. Supporters include the Arizona Commerce Authority, Science Foundation Arizona, BioAccel, Greater Phoenix Economic Council, Western Maricopa Coalition, the Arizona Technology Council, Glendale Community College, Peoria Unified School District, APS, Power One, and Maxwell Technologies;

I. The City has concluded that the project will benefit the public interest and promote the public welfare of the citizens in the City and that the City and its residents will receive an equitable or proportional economic return in exchange for the incentives and investments that will be provided by the City under this Agreement; and

J. The Parties acknowledge that the activities related to the Project are economic development activities within the meaning of the State of Arizona's laws concerning such matters, and that all expenditures by the City pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Description of the Project.

Trine University offers more than 35 degree programs on its main campus, as well as online and at regional campuses and education centers throughout Indiana and Michigan. The university has become the fastest-growing private university in Indiana over the last five years, with a 68 percent increase in enrollment. *U.S. News and World Report* and the *Princeton Review* have ranked Trine among the Midwest's Best Colleges every year since 2008. Trine is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools, and its education, engineering and business programs are nationally recognized and accredited. Trine has succeeded in achieving an extremely high job placement rate among its graduates.

Trine and the City believe this Project will be of great value to the City of Peoria and the region, not only in the area of higher education and community education, but also supporting economic development and job growth through technology commercialization efforts, assisting business as well as the entrepreneur. To do this, Trine will be developing a branch campus to launch engineering, business, computer science, and other degree programs in the City of Peoria, Arizona.

Initial offices for administrative and instructional use would be housed at the Thunderbird 101 office park at 14100 N. 83rd Avenue taking over the 17,000SF that was previously occupied by Western International University. A build-to-suit development is

anticipated by year 3 and at that time, if necessary, the parties may agree to amend this agreement in writing.

A listing of Trine's planned educational programs is contained in Appendix A.

Estimated Student Enrollment

Student enrollment in all programs at the Peoria location, seated, online, blended, and adult are projected at the following targets (the "Estimated Enrollment Targets"):

Year	Time Period	Estimated Enrollment Target
Year 1	January 1, 2013 – September 30, 2013	199
Year 2	October 1, 2013 – September 30, 2014	498
Year 3	October 1, 2014 – September 30, 2015	1,246
Year 4	October 1, 2015 – September 30, 2016	2,180
Year 5	October 1, 2016 – September 30, 2017	3,270

These estimated Enrollment Targets are the result of the following analysis:

- Trine's curriculum and programming, focusing on engineering and other skill-based courses rather than liberal arts, will produce work ready students able to fill the skills gap, which has been a defining trend in higher education;
- Trine's tuition is more competitive than that of other private schools across the country and schools in the state, with rates starting at only $60 more a semester than ASU.; and
- Trine is working hard to establish partnerships with high schools and articulation agreements with community colleges, which will serve as feeders.

In summary, Trine's enrollment strategy is different from other schools, targeting a specific student population.

Estimated Job Creation

Administrative FTEs = 16 at average salary of $63,075 by year 5. Trine estimates adjunct faculty members (part time) to total 1,479by year 5, with an average salary of $30,000 a year.

Estimated Investment by Trine after 5 years

$28 million in salaries
$9 million in local campus operations
$11 million in main campus support and overhead
$17 million in Peoria Center for Innovation
$65 million Total Estimated Investment in Peoria Campus Development

2. City Financial Incentives and Investment.

The City shall provide a post-performance financial incentive package to Trine that is tied to performance thresholds that must be achieved in order for Trine to offer accredited programs in Arizona. The performance thresholds and incentive amounts are as follows:

(a) Performance Threshold 1: The Higher Learning Commission and the Arizona State Board for Private Post Secondary Education approve the location of a Trine campus in Peoria:

= City pays $100,000 to Trine.

(b) Performance Threshold 2:

(i) Trine submits to the City a university-approved marketing plan with final tuition and enrollment projections for the first five years of the program. Also, Trine submits to the City a final listing of undergraduate and graduate programs to be offered at the Peoria location;

(ii) Trine submits to the City a university-approved and funded faculty and staff plan with estimates for the first five years of the program;

(iii) Trine submits to the City executed articulation agreements between Trine and Maricopa Community College for each major offered by Trine;

(iv) Trine enters into lease agreement for 15,000 SF of existing space at 14100 N. 83rd Ave., Peoria, AZ 85381; and

(v) City will contract with Elliott D. Pollack and Associates to conduct further market and feasibility analysis of Trine's submitted documents to assess the success of Trine's Peoria location. Upon the City's approval of the feasibility and market analysis, which will not be unreasonably withheld, conditioned or delayed, the City shall release its next payment.

= City pays $700,000 to Trine.

(c) Performance Threshold 3: Trine opens Peoria facility with enrollment in a minimum of 10 university classes including undergraduate and graduate programs in Engineering (mechanical, electrical, biomedical, and engineering technology). Ongoing class offerings will be determined by student enrollment.

= City pays $142,750 to Trine.

(d) Rental Tax payment on Lease: The City will reimburse Trine the rental tax that Trine pays under its lease agreement for the first three (3) years of the lease agreement. Each year, when Trine submits to the City an invoice and documentation indicating that Trine made all of its annual lease payments, the City will submit payment

to Trine within 15 days of receipt of an invoice. The annual amounts will be the following:

Year 1 = $6,047.16 ($262,920 x 2.3%)
Year 2 = $6,349.52 ($276,066 x 2.3%)
Year 3 = $6,651.88 ($289,212 x 2.3%).

(e) Total City investment = $961,798.56.

3. Trine Obligations and Verification.

(a) Trine shall participate in economic development activities with the City for the attraction of high-wage and technically-skilled jobs, including the development of customized work force development plans and programs for targeted industries sought by the City as part of its business attraction efforts. Such activities will include participation in meetings with business prospects, the creation of custom training programs to meet workforce development needs, and marketing activities.

(b) Additionally, Trine will participate with the City in the development of a Technology Innovation Center to further support the City's innovation economy, technology commercialization and technology transfer opportunities. To do so, Trine will reinvest a substantial portion of tuition dollars earned during the term of this Agreement, back into the local community to include the purchase of additional laboratory equipment and equipping facilities needed to support education, technology commercialization and innovation.

(c) If prior to the end of 60 months (5 years) from the Effective Date, Trine engages in any similar activity with another Arizona community that would compete with the Peoria branch campus, Trine shall repay the City all of the financial assistance that it had received from the City to date.

(d) Trine shall submit to the City documentation as each performance threshold contained in Section 2 is achieved. The City may request additional documentation from Trine as necessary to verify that a performance threshold has been achieved.

(e) Within 30 days of verifying that a performance threshold has been achieved, the City shall submit payment to Trine in the amount corresponding to that performance threshold.

(f) If Trine has not met Performance Threshold 3 in Subsection (2)(c) as of the termination date of this Agreement, Trine agrees to repay the City for all of the financial assistance that Trine had received from the City through that date. The Parties agree that this will be the sole remedy for Trine's failure to meet Performance Threshold 3.

4. Enrollment Support from City.

(a) The City has engaged the assistance of Elliott D. Pollack and Company to assess the demand for the scope of education services described on Appendix A and being provided under the terms of this Agreement (the "Demand Study"). Based in part upon the Demand Study, Trine and the City have established the Estimated Enrollment Targets described above. In order to attempt to meet the Estimated Enrollment Targets, Trine will incur certain fixed expenses (the "Fixed Expenses") and certain marginal expenses (the "Marginal Expenses").

The Fixed Expenses are comprised primarily of building rent and utilities at the Peoria Campus, along with advertising expenses. Together, the Fixed Expenses will be Five Hundred Twenty-Five Thousand Dollars ($525,000) in each of year one (1) and year two (2).

The Marginal Expenses will vary based on actual enrollment and will range from an estimated One Hundred Thousand Dollars ($100,000) to Two Hundred Fifty Thousand Dollars ($250,000).

(b) As additional financial support, should Trine fail to achieve the Estimated Enrollment Targets at the conclusion of years one (1) and two (2), the City shall promptly reimburse Trine for (i) the Fixed Expenses in each such year (the aggregate of such reimbursements will not exceed One Million Fifty Thousand Dollars ($1,050,000); and (ii) the Marginal Costs, which shall be estimated as Seven Hundred Fifty Four Dollars ($754.00) for each student short of the Estimated Enrollment Target, but in no event shall the reimbursement to Trine from the City for Marginal Costs (regardless of actual enrollment) be less than One Hundred Thousand Dollars ($100,000) (the "Minimum Marginal Cost Reimbursement Amount") at the conclusion of year one (1) and year two (2). If the targets are met, then no additional City financial support will be required.

By way of example only, in the event actual enrollment at the Peoria Campus in year one (1) is 149 students, the City would owe Trine for reimbursement for Marginal Costs at the Minimum Marginal Cost Reimbursement Amount (i.e. $100,000). In the event actual enrollment during year two (2) is 350 students, the City would owe Trine as the reimbursement for Marginal Cost the sum of One Hundred Eleven Thousand Five Hundred Ninety Two Dollars ($111,592) ($754 per student times 148 students, constituting the number of students less than the Estimated Enrollment Target).

(c) Trine shall submit quarterly enrollment target and market share assessment reports to the City so that both parties can proactively manage and monitor the success of the marketing plan and take corrective actions Trine deems appropriate if any warning signs of missing key enrollment targets are identified. Trine and City staff, to include a representative from Elliott D. Pollack and Associates, shall meet at least quarterly to confirm the actual Enrollment and to discuss in good faith possible

actions to maximize the public benefit and enhance enrollment. Any modifications to the Estimated Enrollment Targets may only be made by mutual agreement between the City and Trine.

(d) The City and Trine agree to work together in good faith to attempt to achieve the Estimated Enrollment Targets and minimize the financial support required from the City hereunder. Furthermore, as the City pursues and recruits other universities to Peoria, through the end of year three (3), the City agrees to first review those candidates with Trine and engage and/or financially support only those universities willing to collaborate and not compete with Trine.

5. Term. This Agreement shall commence upon the date when both Parties have executed this Agreement (the "Effective Date"). Unless terminated earlier as provided herein, the term of this Agreement shall be 60 months (5 years), starting from the Effective Date.

6. Breach, Cure, Remedies, and Termination.

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the thirty (30) business day time period and thereafter diligently pursue the cure to completion. Both parties agree to work together in good faith to attempt to resolve such disputes.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Subsection (a), the Parties agree that any Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Subsections (a) and (b), (i) each Party shall also have the right, in its sole and unfettered discretion, to terminate this Agreement in the event that any or all of the Parties reach an impasse in negotiations under this Agreement for any reason whatsoever; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; (iii) the Parties each shall have the right to terminate this Agreement if at any time any such Party reasonably determines that the Project is not feasible financially or for other business reasons; and (iv) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, whereupon the

Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

7. Assignment. No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, Trine may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which Trine owns the majority beneficial interest and has operational control.

8. Representations and Warranties / Limitations.

(a) Trine represents and warrants that it is a non-profit corporation duly formed and validly existing under the laws of the State of Indiana and is admitted and is in good standing in the State of Arizona.

(b) Trine represents and warrants that the person(s) executing this Agreement on behalf of Trine has full right, power, and authority to execute this Agreement and bind Trine hereunder.

(c) Trine shall comply with all applicable federal, state and local regulations, codes and laws regarding its operations. Nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws.

(d) City represents and warrants that the person(s) executing this Agreement on behalf of City has full right, power, and authority to execute this Agreement and bind City hereunder.

(e) Any estimates or targets provided by Trine are intended only as good faith estimates and not intended in any way as a binding commitment. The failure to achieve such estimates or targets shall not in any way constitute a breach by Trine or constitute grounds for any claim by the City hereunder. Estimates or targets are necessarily speculative in nature and may be impacted by a number of factors beyond the control of Trine.

9. General Provisions.

(a) Applicable Law and Venue. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the

exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) Specific Performance as Exclusive Remedy. Subject to Trine's right to terminate this Agreement in accordance with Section 5, Trine's exclusive remedy for an uncured City breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall Trine have the right, and Trine expressly waives the right to seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) from the City in the event of a default by the City under this Agreement or any action related to this Agreement.

(d) Indemnity. Trine shall indemnify, protect, defend, and hold harmless the City, and its officials, officers, employees, representatives, and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, claims or costs (including reasonable attorneys' fees) (collectively, the "Losses") arising from the grossly negligent acts, errors, or omissions and willful misconduct with respect of the obligations of Trine, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the City. This indemnity obligation in connection with events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) Notices, Demands, and Communications Between the Parties. All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City:	City Manager City of Peoria P.O. Box 4038 Peoria, Arizona 85380-4038
With a copy to:	Economic Development Services Director City of Peoria P.O. Box 4038 Peoria, Arizona 85380-4038
With a copy to:	City Attorney City of Peoria P.O. Box 4038 Peoria, Arizona 85380-4038

To Trine:	Trine University Attn: President Earl D. Brooks One University Avenue Angola, Indiana 46703
With copy to:	Trine University Attn: Michael Bock One University Avenue Angola, Indiana 46703
With copy to:	Robert D. Moreland, General Counsel Faegre Baker Daniels LLP 111 East Wayne Street, Suite 800 Fort Wayne, Indiana 46802

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) Nonliability of City Officials and Employees. No elected official, officer, employee, agent, or contractor of the City shall be personally liable to Trine in the event of any default or breach by the City or for any amount, which may become due to Trine on any obligations under the terms of this Agreement.

(g) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) Entire Agreement, Waivers, and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Trine.

(i) Counterparts; Signatures. This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) Successors. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) Time is of the Essence. Time is of the essence for each of the Parties' obligations under this Agreement.

(m) Recitals. The recitals set forth above are incorporated herein by this reference.

(n) Attorneys' Fees. The prevailing Party or Parties in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party or Parties (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and Trine. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) No Partnership or Joint Venture. Nothing in this Agreement is intended to or does establish the Parties as partners, joint ventures, or principal and agent with each other.

[Signature page follows]

IN WITNESS WHEREOF, the City and Trine have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations contained in this Agreement on the Effective Date.

TRINE UNIVERSITY:

[redacted]

Its: PRESIDENT

THE CITY OF PEORIA:

_____

Carl Swenson, City Manager

ATTEST:

_____

Rhonda Geriminsky, Acting City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Kemp, City Attorney

Trine University: Proposed Programs

Bachelor Degrees

Bachelor of Engineering (with majors in):

- Civil Engineering
- Mechanical Engineering
- Electrical Engineering
- Biomedical Engineering

Bachelor of Science in Engineering Technology
Bachelor of Applied Management
Bachelor of Business Administration (with majors in):

- Accounting
- Auctioneering
- Entrepreneurship
- Golf Management
- Healthcare Management
- Human Resource Management
- Hospitality & Tourism Management
- Management

Bachelor of Science with a major in Communication
Bachelor of Computer Science
Bachelor of Science in Criminal Justice
Bachelor of Science with a major in Emergency Management
Bachelor of Arts with a major in General Studies
Bachelor of Science with a major in Psychology

Masters Degrees

Master of Engineering
Master of Science with a major in Criminal Justice (with the following concentrations):

- Public Administration
- Emergency Management
- Forensic Psychology

Master of Science with a major in Leadership (with the following concentrations):

- Athletic Administration
- Healthcare Systems Studies
- Instructional Leadership
- Instructional Leadership - Higher Education
- International Studies
- Nonprofit Organizational Studies
- Political Leadership & Civic Engagement
- Regulatory Affairs
- Strategic Foresight & Entrepreneurship
- Sustainable Business Administration

Agenda Item: 15R

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Date Prepared: July 30, 2012 **Council Meeting Date: September 18, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **City Council authorization to enter into an Economic Development Agreement (EDA) with Genome Identification Corp.**

Purpose:
This is a request for the City Council to approve an Economic Development Agreement (EDA) with Genome Identification Corp (GID) to locate its forensic DNA facility in Peoria.

Background on GID Project:
GID, previously Casework Genetics, is a start-up forensic DNA company that owns intellectual property that significantly advances the field of forensic DNA. "Current" forensic technology looks at 13 genetic differences or less than 0.0001% of the human genome, while GID looks at 5 million differences that span the entire human genome. GID has validated and prepared this technology for commercialization into the market immediately. GID states that the Peoria facility would be the only lab in the world with this technology at the time of entering into this Agreement.

GID will be absorbing vacant space in the City to build out a laboratory and conduct its analyses. GID intends to commence operations in January 2013.

Agreement Summary
The Economic Development Agreement includes the following deal points:

a) The City agrees to provide to GID a pre-performance package that will be structured as a 3-year 0% forgivable loan ("Loan") equal to $300,000 (the equivalent of $12,766 per job for 23.5 jobs). This loan to GID is to be used for the purchase of furniture, fixtures, and equipment (FFE) and computers.
b) The City will not be required to provide the loan amount until GID has met certain obligations:
    (i) GID signs a lease for real property located within the City of Peoria as the site for the Project for the duration of the loan term; and
    (ii) GID provides to the City a staffing plan showing that employee positions are in place in order to operate the Project prior to receiving the City loan.

(iii) GID provides documentation to the City that GID has raised at least $800,000 in private capital funds to be used for operational expenses of the Project.

c) At the end of Year 3, the City will reduce the amount of the loan owed by GID by $12,766 per job for each job created and documented by GID that is filled at that time.
d) Security for the loan is comprised of a UCC-1 filing on the equipment and FFE purchased using City funds indicating the City of Peoria as the secured party and beneficiary. The City of Peoria will also hold a first position lien on GID company accounts receivables. The amount of the lien on accounts receivables will also be reduced annually in the same manner as the principal amount of the loan is reduced based on actual job creation.
e) Total City Investment = $300,000. The City's investment is designed to offset the capital expenditures, totaling $301,230, that will occur in Year 1 (see Exhibit 4).

Estimated Job Creation

New jobs created at the laboratory facility will include administrative and analytical personnel:

- Year 1: 11.5 total jobs, $76,000 average salaries
- Year 2: 16.5 total jobs, $88,000 average salaries (5 new)
- Year 3: 23.5 total jobs, $77,000 average salaries (7 new)

Estimated Capital Investment

$2.7 million	Capital Investment
$1.8 million	Payroll (in year 3)
$300,000	Equipment Purchases (City loan)
$4.8 million	Total Estimated Investment

Economic and Revenue Impact

The Greater Phoenix Economic Council prepared an "Economic and Revenue Impact" report in June 2012, showing that over ten years the Project will provide to the City of Peoria $45.3M in direct and indirect economic output, and $5.3M in total revenue.

Verification of Compliance

At the end of each year for three consecutive years from the Effective Date, GID shall provide to the City the Employment Security Commission reports which summarize the number of employees, wages paid, and unemployment taxes due as a result of the Project. As a result of such demonstrated job creation, the City will reduce the loan amount annually by the number of jobs created multiplied by $12,766.

If at least 23.5 jobs are filled at the end of Year 3 and the average salary of all jobs is equal to or greater than $69,300, the City's loan to GID shall be discharged and GID shall owe no amounts under the loan. If fewer than 23.5 jobs are filled at that time, GID shall pay the City an amount equal to the number of jobs that are less than 23.5 x $12,766. GID shall make such payment within 30 days of the end of Year 3.

Previous Actions:
City Council discussed this project in Executive Session on June 19, 2012.

Options:

A: Authorize the City Manager to sign the Economic Development Agreement. This action will fulfill the offer that the City made to GID in June 2012.

B: Reject this agreement. This action would negate the incentive offer provided to GID from the City and could result in the termination of the Project.

Staff's Recommendation:
Authorize the City Manager to sign the Economic Development Agreement with Genome Identification Corp.

Fiscal Analysis:
The city has identified funds in the Economic Development Implementation Strategy Matrix (EDIS) for this project. Staff recommends City Council approve the use of reserves and a budget adjustment in the amount of $300,000 from the Half Cent Sales Tax contingency account 1210-1210-570000 to a new project called Genome Identification Corp. (GID) account 1210-1210-540500-CIPOF-ED00012.

Exhibit(s):
Exhibit 1: Economic Development Agreement
Exhibit 2: Estimated Job Creation
Exhibit 3: GPEC Economic and Revenue Impact Report
Exhibit 4: Capital Expenditure Summary

Contact Name and Number: Dina Green 623-773-7781

ECONOMIC DEVELOPMENT INCENTIVE AND INVESTMENT AGREEMENT
BETWEEN
THE CITY OF PEORIA, ARIZONA
AND
GENOME IDENTIFICATION CORP

This Economic Development Incentive and Investment Agreement ("Agreement") is entered into on 2012 ("Effective Date") between the City of Peoria, Arizona, an Arizona municipal corporation ("City") and Genome Identification Corp, a Delaware C Corporation ("GID"); each entity separately as a "Party" and collectively as "the Parties."

RECITALS

A. On October 19, 2010, the City adopted an Economic Development Implementation Strategy ("EDIS") which provides an implementation-based plan for achieving the economic development goals of the City;

B. One of the strategies to implement the EDIS is through the City-adopted Economic Development Incentive and Investment Policy ("EDIIP") and accompanying Economic Development Incentive and Investment Policy Guidelines ("EDIIP Guidelines"), which provide a framework for evaluating City financial incentives and investment towards the retention and expansion of existing local businesses and attraction and expansion of targeted industries within the City in a manner that is consistent with applicable laws;

C. The City is authorized pursuant to Arizona Revised Statutes, Sections 9-500.5 and 9-500.11 to negotiate and enter into development agreements that include expenditures for economic development;

D. GID has submitted a request to the City for public incentives and investment to locate its forensic DNA facility within Peoria, Arizona (the "Project");

E. The Greater Phoenix Economic Council prepared an "Economic and Revenue Impact" (June 2012) for the Project showing that, over ten years, the Project will provide to the City of Peoria $45.3M in direct and indirect economic output and $5.3M in total revenue;

F. The City has reviewed GID's request and determined that the Project qualifies and should be approved under the EDIIP;

G. The City has concluded that the project will benefit the public interest and promote the public welfare of the citizens in the City and that the City and its residents will receive an equitable or proportional economic return in exchange for the incentives and investments that will be provided by the City under this Agreement; and

[redacted]

H. The Parties acknowledge that the activities related to the Project are economic development activities within the meaning of the State of Arizona's laws concerning such matters, and that all expenditures by the City pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Description of the Project.

GID is a start-up Forensic DNA company that owns intellectual property that significantly advances the field of Forensic DNA. "Current" forensic technology looks at 13 genetic differences or less than 0.0001% of the human genome, while GID Genetics looks at 5 million differences that span the entire human genome. GID Genetics has validated and prepared this technology for implementation into the market immediately. GID states that the Peoria facility would be the only lab in the world with this technology at the time of entering into this Agreement.

To build its laboratory to do its analyses, GID will be absorbing vacant space in Peoria at one of these potential locations: 83rd Avenue and Thunderbird; 91st Avenue and Bell; 94th Avenue and Thunderbird. GID intends to commence operations in January 2013.

Estimated Job Creation
New jobs created at the new laboratory facility will include administrative and analytical personnel:
Year 1: 11.5 total jobs, $76,000 average salaries
Year 2: 16.5 total jobs, $88,000 average salaries (5 new)
Year 3: 23.5 total jobs, $77,000 average salaries (7 new)

Estimated Project Investment

$2.7 million	Operating Expenditures
$1.8 million	Payroll (in year 3)
$300,000	Equipment and FFE Purchases
$4.8 million	Total Estimated Investment

2. City Financial Incentives and Investment

(a) The City agrees to provide to GID a pre-performance package that will be structured as a 3-year 0% forgivable loan ("Loan") equal to $300,000 (the equivalent of

$12,766 per job for 23.5 jobs). This loan to GID is to be used for the purchase of furniture, fixtures, and equipment (FFE).

(b) The City shall not be required to provide the loan amount until GID has met its obligations contained in Subsections 3(a), 3(b), 3(c), and 3(d).

(c) At the end of Year 3 as prescribed in Section 3(b)(iii), for each job created by GID that is filled at that time, the City shall reduce the amount of the loan owed by GID by $12,766 per job.

3. GID Obligations, Verification and City Remedies

(a) In consideration for the assistance provided by the City in this Agreement, GID shall record a UCC-1 filing on the equipment and FFE purchased using City funds stating the City of Peoria as the secured party and beneficiary. The City of Peoria will also hold a first position lien on GID company accounts receivables until such time as GID achieves 7 full time employees averaging $12,766 per employee, at which point said lien will be removed as security for the assistance; however, both parties understand that at no time will the amount of the security be less than the amount of the loan.

(b) GID shall acquire an interest (such as fee title or leasehold) in real property located within the City of Peoria as the site for the Project for the duration of the loan term.

(c) GID shall provide to the City a staffing plan showing that employee positions are in place in order to operate the Project prior to receiving the City loan.

(d) GID shall provide documentation to the City that GID has raised at least $800,000 in private capital funds to be used for operational expenses of the Project.

(e) GID agrees to create the following new jobs at the minimum identified salaries (see Attachment A listing of positions to be filled from the EDIIP application, incorporated into this agreement by this reference):

(i) By the end of Year 1 (365 days from the Effective Date): At least 11.5 new jobs having a minimum of $68,400.00 in average salary.

(ii) By the end of Year 2 (730 days from the Effective Date): A cumulative total of at least 16.5 new jobs having a minimum of $79,200.00 in average salary.

(iii) By the end of Year 3 (1,095 days from the Effective Date): A cumulative total of a minimum of 23.5 new jobs having a minimum of $69,300 in average salary.

[redacted]

(f) At the end of each year for three consecutive years from the Effective Date, GID shall provide to the City the Employment Security Commission reports which summarize the number of employees, wages paid, and unemployment taxes due as a result of the Project. As a result of such demonstrated job creation, the City will reduce the loan amount annually by the number of jobs created multiplied by $12,766.

(g) If at least 23.5 jobs are filled at the end of Year 3 and the average salary of all jobs is equal to or greater than $69,300, the City's loan to GID shall be discharged and GID shall owe nothing under it. If fewer than 23.5 jobs are filled at that time, GID shall pay the City an amount equal to the number of jobs that are less than 23.5 x $12,766. GID shall make such payment within 30 days of the end of Year 3.

(h) If prior to the Termination Date, GID engages in a Loss of Revenue Event as defined in Subsection (i), GID shall pay the City the balance of the Loan remaining at that time.

(i) A Loss of Revenue Event shall consist of any one or more of the following actions taken by GID:

(ii) Cease operations in the City.

(iii) Substantially downsize operations in the City.

(iv) Otherwise adversely impact the City's ability to recoup its investment through the two security forms provided by GID.

(j) If GID is unable to make the payments required if the circumstances described in Subsections (g) and/or (h) occur, then as an additional remedy the City may seek to recover its investment by recouping the equipment as per the UCC-1 filing and exercise its first position lien status on the applicable accounts receivables, as referenced in Section 3(a).

(k) GID shall provide to the City annual verification of GID's compliance with the security measures contained in this Section. While the Parties may agree to additional verification components, at a minimum GID shall provide to the City the Employment Security Commission reports which summarize the number of employees, wages paid, and unemployment taxes due as a result of the Project. If the verification is not sufficient to allow the City to confirm GID's compliance with this Section, the City may declare a breach of this Agreement pursuant to Section 5.

4. Term. This Agreement shall commence upon the date when both Parties have executed this Agreement (the "Effective Date"). The term of this Agreement shall be 3 years, starting from the Effective Date ("Termination Date").

5. Breach, Cure, Remedies, and Termination.

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the ten (10) business day time period and thereafter diligently pursue the cure to completion.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Subsection (a), the Parties agree that any Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Subsections (a) and (b), (i) each Party shall also have the right, in its sole and unfettered discretion, to terminate this Agreement in the event that any or all of the Parties reach an impasse in negotiations under this Agreement for any reason whatsoever; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; (iii) the Parties each shall have the right to terminate this Agreement if at any time any such Party reasonably determines that the Project is not feasible financially or for other business reasons; and (iv) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, whereupon the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

6. Assignment. No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, GID may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which GID owns the majority beneficial interest and has operational control.

7. Representations and Warranties.

[redacted]

(a) GID represents and warrants that it is a for-profit corporation duly formed and validly existing under the laws of the State of Delaware and is admitted and is in good standing in the State of Arizona.

(b) GID represents and warrants that the person(s) executing this Agreement on behalf of GID has full right, power, and authority to execute this Agreement and bind GID hereunder.

(c) GID shall comply with all applicable federal, state and local regulations, codes and laws regarding its operations. Nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws.

(d) City represents and warrants that the person(s) executing this Agreement on behalf of City has full right, power, and authority to execute this Agreement and bind City hereunder.

8. General Provisions.

(a) Applicable Law and Venue. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) Specific Performance as Exclusive Remedy. Subject to GID's right to terminate this Agreement in accordance with Section 5, GID's exclusive remedy for an uncured City breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall GID have the right, and GID expressly waives the right to seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) from the City in the event of a default by the City under this Agreement or any action related to this Agreement.

(d) Indemnity. GID shall indemnify, protect, defend, and hold harmless the City, and its officials, officers, employees, representatives, and agents (collectively, "Indemnified Parties") from and against any and all challenges to this Agreement, and any and all losses, liabilities, damages, claims or costs (including reasonable attorneys' fees) (collectively, the "Losses") arising from the negligent acts, errors, or omissions and

willful misconduct with respect of the obligations of GID, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the City. This indemnity obligation in connection with events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) Notices, Demands, and Communications Between the Parties. All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City:
City Manager
City of Peoria
8401 W. Monroe Street
Peoria, Arizona 85345

With a copy to
Economic Development Services Director
City of Peoria
9875 N. 85th Avenue
Peoria, Arizona 85345

With a copy to:
City Attorney
City of Peoria
PO Box 4038
Peoria, Arizona 85380-4038

To GID: Genome Identification Corp
7109 W. Windrose Dr.
Peoria, Arizona 85381

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) Nonliability of City Officials and Employees. No elected official, officer, employee, agent, or contractor of the City shall be personally liable to GID in the event

[redacted]

of any default or breach by the City or for any amount, which may become due to GID on any obligations under the terms of this Agreement.

(g) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) Entire Agreement, Waivers, and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and GID.

(i) Counterparts; Signatures. This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) Successors. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) Time is of the Essence. Time is of the essence for each of the Parties' obligations under this Agreement.

(m) Recitals. The recitals set forth above are incorporated herein by this reference.

(n) Attorneys' Fees. The prevailing Party or Parties in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party or Parties (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and GID. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) No Partnership or Joint Venture. Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

IN WITNESS WHEREOF, the City and GID have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations contained in this Agreement on the Effective Date.

GENOME IDENTIFICATION CORP:

Its: Chief Executive Officer

THE CITY OF PEORIA:

_____
Carl Swenson, City Manager

ATTEST:

_____
Rhonda Germinisky, Interim City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Kemp, City Attorney

GENOME IDENTIFICATION CORP. JOB CREATION												
PERSONNEL	**Base Salary Increased 4%/Yr**	**Education Level**	**No. of Staff at Opening**	**Year 1**		**Year 2**		**Year 3**		**Total**	
				FTE	**Payroll**	**FTE**	**Payroll**	**FTE**	**Payroll**	**FTE**	**Payroll**
General and Administrative Personnel											
CEO/CFO	**$190,000**	MBA	1.00	1.00	$190,000	1.00	$197,600	1.00	$205,504	1.00	$593,104
COO/CTO	**$190,000**	Ph.D.	1.00	1.00	$190,000	1.00	$197,600	1.00	$205,504	1.00	$593,104
CFO	**$150,000**	MBA		1.00	$12,500	1.00	$156,000	1.00	$162,240	1.00	$330,740
Controller	**$60,000**	Masters		1.00	$45,000	1.00	$62,400	1.00	$64,896	1.00	$172,296
Programmer	**$65,000**	B.S.	1.00	1.00	$65,000	1.00	$67,600	1.00	$70,304	1.00	$202,904
Accounting Assistant	**$41,000**	B.S.		0.25	$5,125	0.25	$10,660	0.25	$11,086	0.25	$26,871
Evidence Custodian-Level 1/Customer Service Rep.	**$42,000**	B.S.		0.00	$0	1.00	$3,640	1.00	$45,427	1.00	$49,067
Admin Assist.	**$36,000**	B.S.		0.00	$0	1.00	$37,440	1.00	$38,938	1.00	$76,378
Sub Total			3.00	5.25	$507,625	7.25	$732,940	7.25	$803,899	7.25	$2,044,464
Production Personnel (Cost of Sales)											
Technical Leader	**$90,000**	Masters		1.00	$52,500	1.00	$93,600	1.00	$97,344	1.00	$243,444
Research Director	**$150,000**	Ph.D.		0.00	$0	1.00	$91,000	1.00	$162,240	1.00	$253,240
DNA Analyst-Level 1	**$41,520**	B.S.	1.00	1.00	$41,520	1.00	$43,181	1.00	$44,908	1.00	$129,609
DNA Analyst-Level 2	**$50,000**	Masters	1.00	1.00	$50,000	1.00	$52,000	1.00	$54,080	1.00	$156,080
DNA Analyst-Level 3	**$65,000**	Masters		1.00	$21,667	1.00	$67,600	1.00	$70,304	1.00	$159,571
DNA Analyst-Additional Staff Based on Volume Cases	**$42,000**	Masters		0.00	$0	1.00	$28,000	8.00	$231,000	8.00	$259,000
Quality Control Officer	**$75,000**	B.S.	1.00	1.00	$75,000	1.00	$78,000	1.00	$81,120	1.00	$234,120
QA Assistant	**$41,000**	B.S.		0.25	$5,125	0.25	$10,250	0.25	$10,250	0.25	$25,625
Subtotal			3.00	5.25	$245,812	7.25	$463,631	14.25	$751,246	14.25	$1,460,688
Sales and Marketing Personnel											
VP Marketing & Sales	**$150,000**	MBA/Masters		1.00	$125,000	1.00	$156,000	1.00	$162,240	1.00	$443,240
Channel Co-Marketing	**$100,000**	Masters/B.S.		0.00	$0	1.00	$104,000	1.00	$108,160	1.00	$212,160
Subtotal			0.00	1.00	$125,000	2.00	$260,000	2.00	$270,400	2.00	$655,400
TOTAL SALARIES & WAGES			**6.00**	**11.50**	**$878,437**	**16.50**	**$1,456,571**	**23.50**	**$1,825,545**	**23.50**	**$4,160,553**
Average Compensation Per FTE Year					**$76,386**		**$88,277**		**$77,683**		**$177,045**

Forensic Technology Project
Economic and Revenue Impact

Project Specifications

Lease Cost:	$140,000-$160,000 annually
Capital Investment:	$212,351
Facility Size:	7,000 SF
Jobs:	11.5 in year one, 23.5 in year 3
Average wage:	$75,000+

Economic and Revenue Impact to City of Peoria

10-Year Economic Impact

- 23.5 direct jobs.
- $22.7 M in direct and indirect personal income.
- $45.3 M in direct and indirect economic output.

10-Year Revenue Impact

- $5.1 M in direct revenue
- $155,366 in indirect revenue
- $5.3 M in total revenue

Direct Revenue Impact

Year	Direct Tax Revenue	Cumulative Revenue
1	$507,921	$507,921
2	$508,772	$1,016,693
3	$517,760	$1,534,453
4	$517,657	$2,052,110
5	$517,545	$2,569,655
6	$517,545	$3,087,200
7	$517,766	$3,604,966
8	$517,766	$4,122,732
9	$517,766	$4,640,498
10	$517,766	$5,158,264

GENOME IDENTIFICATION CORP - CAPITAL EXPENDITURES

Item	Total Year 1	Total Year 2	Total Year 3	Grand Total
Furniture & Fixtures	$72,800	$6,150	$13,950	$92,900
Added/Replacement FF&E	$0	$7,280	$7,280	$14,560
Total Furniture & Fixtures	$72,800	$13,430	$21,230	$107,460
Cumulative Total				
Computer & Software	$29,700	$0	$0	$29,700
Added/Replacement Computer & Software	$0	$5,940	$5,940	$11,880
Total Computer & Software	$29,700	$5,940	$5,940	$41,580
Cumulative Total				
Lab Equipment	$198,730	$0	$0	$198,730
Added/Replacement Lab Equipment	$0	$9,937	$9,937	$19,873
Total Lab Equipment	$198,730	$9,937	$9,937	$218,603
Cumulative Total				
Total Asset Purchases/Leasehold Improv.	$301,230	$29,307	$37,107	$367,643

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16R

Date Prepared: October 9, 2012 **Council Meeting Date: October 23, 2012**

TO: **Carl Swenson, City Manager**

FROM: **Scott Whyte, Economic Development Services Director**

THROUGH: **Susan J. Daluddung, Deputy City Manager**

SUBJECT: **City Council authorization to enter into a Memorandum of Understanding (MOU) with Peoria Sports Park, LLC**

Purpose:

This is a request for the City Council to approve a Memorandum of Understanding (MOU) with Peoria Sports Park (PSP), LLC to redevelop the 17-acre parking lot west of the Peoria Sports Complex into an entertainment destination that will offer formal and informal entertainment opportunities.

Background/Summary:

Peoria Sports Park, LLC has an executed ENA with the City of Peoria, which provides the freedom to explore this redevelopment opportunity in depth, and to negotiate a public/private partnership for the financing, acquisition, development and operation of the project.

The purpose of the MOU is to set forth the general understanding of the basic terms and conditions of the Ground Lease and Purchase Option Agreement for the lease and development of the Project Parcel. In addition, the MOU provides guiding principles for more detailed negotiations that may lead to a package of agreements including:

- Ground Lease
- Development Agreement
- Master Signage Agreement
- Parking Garage Use and Development Agreement

Pursuant to the terms and conditions of the future Development Agreement, PSP will be required to meet certain obligations including tenant and financing commitments, as well as supplying the city with project-related financial documentation for economic analysis, and legal and financial analysis for the potential development of the city-owned parking garage to support this redevelopment project.

Tenant and Financial Commitments

To proceed with construction of the parking garage(s) and other portions of the Project, PSP must provide the City documentation satisfying developer performance measures. The following stipulations will pertain to provisions contained in the development agreement:

1. At least 80% of the Project retail, restaurant and entertainment space must be absorbed with executed leases
2. An unconditional commitment from PSP's construction lender to lend funds to construct the project
3. An equity commitment to leverage PSP's construction loan
4. If PSP's residential and hotel assets will be financed separately from the balance of the Project, then the information described in sections 2 and 3 above for those assets.

City Parking Garage Development

The city is pursuing further discussions with the Teams on the location, size and height of the parking garage and upon their agreement on the ultimate location of the garage, a Parking Garage Use and Development Agreement will be developed for Council approval.

Project Technical Studies and Zoning

As part of evaluating the technical impacts of the proposed project, several technical studies were completed by PSP and reviewed by city staff including a:

- Traffic Impact Analysis
- Parking Study
- Planned Area Development (PAD) Amendment

City staff is also pursuing the P83 public improvements through the Engineering Department's DCR process:

- Project kick-off meeting was held on July 26, 2012
- Preliminary cost estimates by November 2012
- Preferred DCR scheduled for completion January 2013
- Final DCR scheduled for completion April 2013

Previous Actions:

An Exclusive Negotiating Agreement (ENA) between the City and Osage West, LLC was approved by the City Council on March 22, 2011. A request to extend the ENA for another year was approved by the City Council on February 8, 2012.

Options:

A: Approve the request to enter into an MOU with Peoria Sports Park, LLC. This action will continue progress on the mixed-use redevelopment project.

B: Reject the request to enter into an MOU with Peoria Sports Park, LLC. This action will terminate the project.

Staff's Recommendation:

Authorize the City Manager to enter into a Memorandum of Understanding with Peoria Sports Park, LLC for development of the mixed-use redevelopment project.

Fiscal Analysis:

There is no fiscal impact at this time.

Exhibits:

Exhibit A: MOU

Contact Name and Number: Dina Green, 623-773-7781

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum"), dated _____, 2012, is by and between PEORIA SPORTS PARK, LLC, an Arizona limited liability company (the "PSP"), and CITY OF PEORIA, ARIZONA, a municipal corporation of the State of Arizona (the "City"). The City and PSP may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. City is the owner of certain real property with surface parking improvements consisting of approximately seventeen and one half (17.5) acres located south of Bell Road adjacent to 83rd Avenue and Mariner Way in Peoria, Arizona along with all easement, water, signage, and parking rights appurtenant thereto (identified herein and on the attached **Exhibit A** map as the "Project Parcel/Preliminary Site Plan") located within the City's Peoria Eighty-Three (P83) Entertainment District (identified on the attached **Exhibit B** map as the "Map of District and Project Location").

B. On December 7, 2010 City issued a Request for Proposal (P11-0039) ("RFP") soliciting detailed proposals for the redevelopment of all the Project Parcel at the Peoria Sports Complex (the "Project").

C. On January 14, 2011 PSP (then under the corporate name "Osage West, LLC," which was changed on May 2, 2012 to "PSP") submitted to City a detailed Proposal in response to the Request for Proposal, and PSP was the only entity to submit a Proposal.

D. On March 29, 2011 City and PSP entered into an Exclusive Negotiating Agreement for Redevelopment of the Peoria Sports Complex Parking Areas ("ENA") so that the Parties would have a period of time to exclusively negotiate with each other in good faith for the purpose of forming a public/private partnership for the financing, development, and operation of the Project.

E. On February 8, 2012 City and PSP entered into an Extension of Exclusive Negotiation Agreement for Redevelopment of the Peoria Sports Complex Parking Areas extending the Term of the ENA until March 28, 2013.

F. Subsequent to the name change to "PSP" in May of 2012, Managing Member Michael Oliver added Jared Chandler and the Chandler Hotel Group to the PSP team. As part of the City's due diligence concerning PSP, the City has researched and confirmed that no lawsuits presently exist against Michael Oliver (personally), Jared Chandler (personally), Chandler Hotel Group (corporate), and Peoria Sports Park, L.L.C. (corporate).

G. PSP and the City are entering into this Memorandum to set forth their general understanding of the basic terms and conditions of the Project negotiations which have occurred under the ENA, for the redevelopment of the Project Parcel pursuant to the City RFP. PSP and the City acknowledge that this Memorandum is entered into in contemplation of, and in order to

provide guiding principles for, more detailed negotiations that may lead to legally enforceable contractual commitments, including potentially a package of agreements listed in Recital H below.

H. The Parties anticipate that definitive contract documents may include a Ground Lease and Purchase Option Agreement ("Ground Lease") (with provisions addressing the Government Property Lease Excise Tax ("GPLET"), A.R.S. §§ 42-6201, et seq., as applicable), a Development Agreement, a Parking Facility Development and Use Agreement (including the Parking Garage(s) and Surface Parking Lots, collectively the "Parking Facilities"), a Master Signage Agreement, CC&R's and related Property Owner Association documents for the management of the uses within the Project, easements for infrastructure, and the use of the on-site water well (if any), and the Parking Facilities. Collectively these documents will memorialize the understanding of the Parties pursuant to the City's lease of a portion of the Project Parcel to PSP (the "Lease Parcel") authorizing PSP to develop, operate and maintain a mixed use commercial development on the Lease Parcel, PSP's obligation to pay rent to the City, PSP's authorization to construct, landscape, maintain and use the Parking Facilities and PSP's authorization to construct, operate and maintain Signage to the extent authorized under the RFP and ENA. The term "Signage" as used in this MOU includes static, digital and wireless components. Prior to entering in the Development Agreement, the City will complete, using an independent firm, an economic analysis of the deal points agreed to by the Parties, including the City contributions.

I. The Parties understand and agree that PSP's initiation of Project development on the Leased Parcel is conditioned upon the following being completed prior to any work proceeding:

1. City Council approval of this Memorandum.

2. City Council approval of the Ground Lease.

3. Completion of an economic analysis for the Project and the City Parking Garage(s) construction.

4. City Council approval of a Development Agreement, including a Parking Facilities Development and Use Agreement and Master Signage Agreement.

5. PSP satisfying the Tenant and Project Financing Commitments pursuant to Section 1(a) of this Memorandum.

6. City Council approval of any documents needed for the issuance of City debt for the design and construction of the Parking Garage(s).

7. City Council approval for implementation of the District identity, place-making and pedestrian connectivity improvements per the existing Design Concept Report process underway.

The Parties acknowledge that the various agreements and documents identified above must be entered into by the Parties before the City can pursue the issuance of any City debt for the construction of the Parking Garage(s) and related improvements. As a result, the Parties agree to make reasonable best efforts to finalize all of the necessary agreements after entering into this Memorandum.

NOW, THEREFORE, the Parties agree to enter into this Memorandum of Understanding as follows:

UNDERSTANDINGS

1. PROJECT PREPARATION

(a) Tenant and Project Financing Commitments.

In order to proceed with construction of the Parking Garage(s), the hotel and the retail portion of the Project, PSP must provide to the City documentation satisfying all of the following developer performance measures ("Tenant and Project Financing Commitments"):

(i) At least eighty percent (80%) of Phase 2 of the project retail, restaurant, and entertainment space must be absorbed, as evidenced by executed contingent leases, with the only contingency being construction of the Parking Garage(s). In the event PSP obtains written, unconditional approval from a viable construction lender to provide construction financing for the entirety of the Project (Phases 1 and 2), except for that portion of the Project devoted to multi-family housing (Phase 3), and upon City review of the construction lender's due diligence and underwriting package, the City agrees to accept executed contingent leases, with the only contingency being construction of the Parking Garage(s), absorbing no less than 60% of Phase 2 of the Project retail, entertainment, and restaurant space, as well as 100% of the Phase 1 hotel space. As part of the City accepting 60% contingent executed leases for the Phase 2 retail, restaurant and entertainment space in the Project, PSP must establish that 100% of the City approved anchor tenants are included in the 60% space absorption threshold.

(ii) An unconditional written commitment from PSP's construction lender to lend the funds necessary to construct Phase 2 of the Project.

(iii) An equity commitment to leverage PSP's construction loan.

(iv) If PSP's residential and hotel assets will be financed separately from the balance of the Project, then the information described in Subsections (ii) and (iii) for those assets.

(v) To the extent permitted by PSP's construction lender, PSP agrees to provide the City a copy of its construction lender's due diligence and underwriting package for

the Project construction loan for the purpose of assessing the degree of additional documentation and information needed to assess the likely success of the Project going forward.

(b) **City Parking Facilities Development.**

(i) **Parking Garage(s) and Surface Parking Lot(s)**

City intends to own one or more Parking Garage(s) to accommodate 1,930+/- spaces within the Project Parcel to serve both the Peoria Sports Complex uses and Project. PSP will be responsible, at its cost, for the construction and maintenance of all surface parking lots within the Project (currently estimated to provide 374 spaces). The preliminary cost estimate for designing and constructing the Parking Garage(s) is approximately $30,000,000. The Parties agree to work together in good faith and perform additional analysis to refine and update this cost figure. The Parties intend to enter into a Parking Facilities Development and Use Agreement whereby the City will (1) contract with PSP to design and construct one or more Parking Garage(s), (2) design and construct the Surface Parking Lot(s), and (3) if necessary, convey easement/license rights to PSP to access and use the Parking Facilities for the benefit of the Project. Under the contract the Parking Garage(s) would be constructed by PSP for a not-to-exceed fee to be set by the Parties after the Garage(s) have been designed and a final construction cost contract is established by PSP. Upon completion of construction, the City will own the Parking Facilities. The Parking Facilities Development and Use Agreement will also address the post-construction management, operation, and maintenance of the Parking Facilities. PSP and the City agree to research and analyze the viability of constructing solar panels on shade structures constructed on the top parking level of the Parking Garage(s) and in the surface parking lot, which may be in partnership with the Seattle Mariners Baseball Club and/or San Diego Padres.

(ii) **Parking Garage Financing.**

The City is prepared to pay approximately $30,000,000 for the cost of constructing a number of parking spaces in the Parking Garage(s) which are equivalent to the number of parking spaces currently within the Project Parcel. Depending on the location of the Parking Garage(s) on the final Site Plan and the number of parking spaces planned for the Parking Garage(s), PSP may need to add or reserve a specific number of parking spaces in the Parking Garage(s) for the exclusive use of the Project. In the event that PSP does desire to add or reserve a designated number of parking spaces for the Project, PSP shall pay an amount calculated by the total Parking Garage(s) construction cost ÷ total number of parking spaces x the number of reserved spaces for PSP = PSP cost towards the cost to construct the Parking Garage(s). If PSP desires to add or modify design elements to the Parking Garage(s) (and the City approves of such design changes), PSP shall be responsible for paying for all such additional costs. The City will determine the best source(s) of funding for its share of the Parking Garage design and construction costs. As such, it may issue Municipal Development Authority (MDA) bonds backed by all City excise taxes. When the Parking Garage(s) design is completed, if the total construction cost of the Parking Garage(s), minus any funds contributed by PSP for Project purposes, is greater than the amount of available City funding, the Parties agree to meet in good

faith to attempt to resolve the issue. If the issue cannot be resolved, the agreements will contain remedy provisions outlining the process by which the Parties may terminate the agreements.

(iii) **Design and Construction.**

Pursuant to the Parking Facilities Development and Use Agreement the Parties will enter into an agreement whereby PSP will design and build the Parking Garage(s). The Parties will designate representatives who will be extensively involved in all design and preconstruction activities. The Parties will choose different design elements and ideas, different construction elements and methods, as well as different improvements and finishes, etc. to ensure the Parking Garage(s) conform to the design elements of the mixed use project and the Sports Complex structures and improvements. All aspects of the Parking Garage(s) design will be subject to the approval of both Parties, both prior to bidding and throughout construction, including all change orders. PSP must follow all applicable State laws regarding public bidding, procurement, design, and construction.

(iv) **Construction Schedule**

PSP agrees to begin construction of the Parking Garage(s) at such time as (1) PSP obtains the necessary Tenant and Project Financing Commitments, (2) all final legal agreements are in place between the City and PSP, and (3) the City obtains the concurrence of the Seattle Mariners and San Diego Padres of the location, size, and design (including ingress and egress) of any applicable Parking Garage(s). The Parties acknowledge and agree that time is of the essence. The goal of the Parties is that construction of the Parking Garage(s) will begin no earlier than April 15, 2013 and be completed no later than February 15, 2014. The parties jointly will develop a timeline and will use their reasonable best efforts to meet the timeline for completion of the entitlement, contract drafting and negotiation and construction processes. At the time of entering into the Development Agreement, the Parties should be able to establish a firm construction schedule. Both Parties acknowledge that other construction activities will be taking place in the Peoria Sports Complex (the remodeling of two baseball clubhouses and the stadium) that will need to be coordinated in order to obtain the timely completion of the Project. The Parking Facilities Development and Use Agreement will include a liquidated damages provision imposing appropriate penalties upon PSP if it begins construction but then fails to complete the Parking Garage(s) by the beginning of any Spring Training season on February 15th. In the event the Parties are unable to begin construction in time to complete construction of the Project prior to February 15, 2014, the Parties agree to work together in good faith to establish a revised construction schedule and with a goal of constructing the Project between April 15, 2014 and February 15, 2015.

(c) **Technical Studies and Project Zoning.**

In addition to the foregoing, and in support of the RFP and ENA, the following technical studies and Project zoning activities have occurred:

(i) **Traffic Study.**

PSP has completed, and City staff has reviewed, the initial Traffic Impact Analysis ("TIA"). Upon full build out, the proposed development is expected to add approximately 20,570 new trips with 1,460 occurring in the AM peak hour, and 940 occurring in the PM peak hour. The TIA indicates that the intersections along the 83rd Avenue corridor are predicted to operate at acceptable Level of Service D, or better. Some individual approaches of these intersections are predicted to experience poor levels of service; however, they can be improved by small adjustments to the signal timings.

The progression analysis concludes that the PM traffic along this corridor is expected to experience slightly lower speeds and increased delays in the future years. Additional traffic from events at the Peoria Sports Complex will have an impact on 83rd Avenue traffic by increasing travel time between Skunk Creek and Bell Rd.

(ii) **Parking Study.**

PSP has completed, and City staff has reviewed, a Project Parking Study ("Parking Study"). As part of assessing Project parking impacts, the Parking Study was completed to determine the maximum parking usage during high-demand daytime and nighttime Spring Training games on weekends and identify an appropriate standard to apply to the Project to ensure adequate capacity. It is required that the Project fully replace any stadium surface parking which it disrupts. The proposed Parking Garage(s) (1,930+/- spaces) will accommodate all of the affected surface parking spaces and provide adequate parking for the Project. The Parking Study concludes that 85% to 90% parking space utilization should be expected on days with maximum parking demand, which is consistent with numerous similar mixed use entertainment areas around the country. City staff agrees with the Parking Study's conclusions and shared parking solution.

(iii) **Design Concept Report.**

As part of the City advancing the principals of the adopted Sports Complex Urban Design Plan, the City has completed conceptual place-making and pedestrian orientation designs for the District and is now in the Design Concept Report process. The P83 Design Concept Report (DCR) process to transition from conceptual designs to engineered designs, alternatives and costs estimates is underway.

- Project kick-off meeting was held July 25, 2012
- Preliminary cost estimates are due by November 2012
- Preferred DCR scheduled for completion January 2013
- Final DCR scheduled for completion April 2013
- An objective of completing construction of appropriate portions of the DCR at the City's discretion on or before September 2014

(iv) **Minor Planned Area Development Amendment.**

As part of the District, the underlying Planned Area Development ("PAD") zoning regulations must be amended to accommodate the urban, pedestrian-friendly, quality-designed development desired for the Project. City staff has been working closely with the design team to craft regulations which speak to these needs while preserving the interests of the two baseball teams. The regulations will specify high-quality materials, pedestrian connectivity, exciting and dynamic signage and a variety of retail, dining, entertainment, lodging, convention, and residential uses. The PAD will promote multi-story, dense development that will begin the transition of the district from a suburban shopping and dining area to the vibrant district envisioned by the Peoria Sports Complex Urban Design Plan and the P83 identity plan. The draft regulations are expected to be complete in the fall of 2012.

The Minor PAD amendment was not subject to a protest within the applicable window pursuant to Section 14-33-4.E.2 of the City of Peoria Zoning Ordinance and is therefore an administrative review which does not require action by the City Council or Planning and Zoning Commission.

(v) **Technical Studies are Public Records.**

PSP and the City each have prepared and will continue to prepare (internally or through the use of consultants) various technical studies in furtherance of the investigation and analysis of the potential development of the Project. The Parties agree that such studies are Public Records that may be used by either Party for any future purpose.

(vi) **Economic Analysis.**

Prior to the Parties entering into the Development Agreement, an economic analysis by a City-commissioned third party consultant will be required. PSP will be required to submit the following documents as part of the economic analysis:

- Final tenant mix matrix.
- Executed Letters of Intent absorbing eighty percent (80%) of the retail, restaurant and entertainment space of the Project.
- Final development program and structure for the hotel and residential portions of the Project.
- Project construction pro forma.
- Parking Garage(s) construction pro forma.
- Project operating pro forma.
- Project as-built appraisal.

2. **Agreements and Understandings.**

(a) **Development Agreement.**

The Parties intend to draft and enter into a Development Agreement in compliance with the provisions of A.R.S. § 9-500.05, whereby the City would, among other things, contract with PSP to ground lease, plan, develop and construct the Project, to design and construct, or cause to be designed and constructed, the Parking Garage(s) and the Surface Parking Lot(s), and to construct, operate and maintain Signage to the extent authorized under the RFP and ENA. The Development Agreement will provide authorizations for PSP to conduct its work, as may be necessary, on adjacent City owned property and in the City's rights of way. It will address the process and procedures for the Parties to identify and share the costs of any necessary street and infrastructure needs of the Project. In order to enter into a Development Agreement, the Parties must agree on a Project Site Plan with a location and design of the Parking Garage(s) acceptable to all affected third parties (such as the baseball teams and potentially the Alter Group), PSP must submit to the City and the City approve a new market study (providing PSP's rent rolls, CAM charges, costs per square foot, and other relevant information), and the City must complete an economic analysis of the benefits and costs of the Project to the City.

(b) **Ground Lease.**

The Parties intend to enter into a Ground Lease in which the City would lease to PSP the Lease Parcel permitting PSP to develop a mixed use development that will include hotel, commercial, retail and multi-family uses. The Ground Lease would be for an initial term of 50 years with two 24.5 year extension options triggered by mutual agreement of the Parties. PSP would pay rent to the City based on an agreed upon percentage of the appraised value of the Lease Parcel. The Ground Lease may contain GPLET provisions providing property tax relief to PSP during the Lease term as authorized by State law. PSP would have the right to mortgage its leasehold interest so long as all Ground Lease terms continue to apply, but the City's fee simple interest in the land could not be encumbered or be subordinated to the lease or the lenders. The Project Parcel may be partitioned into no more than four (4) separate parcels. Three of those parcels would be located on the Lease Parcel covering the hotel, retail and multi-family portions of the Project, and the fourth parcel would be located on the lands the City retains within the Project Parcel. The Lessee would have an option to purchase all or portions of the Lease Parcel as well as a Right of First Refusal in the event the City was to elect to sell all or a portion of the Lease Parcel.

(c) **Master Signage Agreement.**

The Parties intend to enter into a Master Signage Agreement permitting PSP to construct, operate and maintain Signage to the extent authorized under the RFP and ENA. Signage within the Project Parcel will be addressed separately in the Ground Lease. Any Signage providers must be approved by the City, which may not unreasonably be delayed or withheld. Wireless signage is intended to broadcast information to the patrons of the District in the form of digital communication to all wireless devices in or near the District. A portion of all Signage may be used to communicate specifically with users of the Peoria Sports Complex for City events and to support promotion and advertising related to such events, including Spring Training baseball. The Parties agree to work in good faith to determine how Signage opportunities will be

coordinated and addressed in relation to the Stadium's advertising, sponsorship, and marketing programs. All Signage shall comply with content standards provided by the City.

(d) **Easements and Licenses; Potential Water Use.**

The City intends to convey to PSP those certain easement or license rights necessary to support the development and operation of the Project, including easements for PSP to locate, construct and maintain, or cause to be located, constructed and maintained, all necessary City infrastructure, public and private utilities. In addition, subject to further research and discussion among the Parties, it is possible that the Parties may agree that the City will convey to PSP an easement to access the on-site water well and use water therefrom within the Project Parcel (which would need to comply with all applicable laws and Peoria City Code provisions, including potentially those addressing Non-Potable Water Service, Sections 25-68 *et seq.* and the City's adopted non-potable water rate). PSP is willing to bear the cost of the necessary water system improvements and the electricity to pump and deliver the water.

(e) **Covenants, Conditions and Restrictions (CC&R's).**

The Parties intend to draft and record against the Project Parcel a set of CC&R's that will set forth and regulate the approved land uses, to manage and direct the design and development, and to manage and maintain the Project area in order to promote its orderly development, maintenance, preservation, use and enjoyment.

(f) **Site Plan.**

The Site Plan reflects the proposed mixture of uses within the Project. The uses include a full service boutique Hilton Hotel with between 155 to 175 rooms and with 15-25 thousand square feet of conference room space (See example exhibit of Potential Hotel Design attached hereto as **Exhibit C**), a retail component of approximately 215,000 square feet, a multi-family development of approximately 110 units, and a parking garage for 1,930+/- spaces. A copy of the preliminary Project Site Plan (which the Parties understand will change before it is finalized) is attached hereto as **Exhibit A**. A copy of the Preliminary Construction Cost Pro Forma is attached hereto as **Exhibit D.**

(g) **Design and Architecture.**

PSP will design and construct the Project. The Parties will designate representatives who will be extensively involved in all design and preconstruction activities. PSP will choose different design elements and ideas, different construction elements and methods, as well as different improvements and finishes, etc. to ensure the Project conforms to the design elements of the Sports Complex structures and improvements and the Parking Garage(s). PSP's designs for the Project must comply with the City's approved Urban Design Plans for the District and will be processed through the Site Plan Review process for the City's approval, which will not unreasonably be delayed or withheld.

(h) **Parking Facilities.**

The Parties intend to draft and enter into a Parking Facilities Development and Use Agreement whereby the City would contract with PSP to develop, construct and landscape, or cause to be developed, constructed and landscaped:

- The Parking Garage(s),
- The Surface Parking Lot(s)

and convey the necessary easement or license rights authorizing PSP to access and use these Parking Facilities for the benefit of the Project. It is intended that the Parking Facilities will be shared by the Project and the Spring Training Baseball Games but the Parties agree to work together to ensure that nothing hinders the City's use of the Parking Facilities for Spring Training Baseball Games and other events held at the Peoria Sports Complex by the City or by entities under contract with the City.

(i) **Compliance with Baseball Agreements.**

The City has provided to PSP three agreements that the City recently entered into with the Seattle Mariners and San Diego Padres concerning their continued use of the Peoria Sports Complex for Spring Training baseball and other baseball uses throughout the year ("Baseball Team Agreements"). The Baseball Team Agreements are comprised of an Improvements Agreement among the City and both teams (effective June 19, 2012) and two substantively-identical Use Agreements between the City and each of the teams (Mariners: effective June 19, 2012 and Padres: effective June 29, 2012). The Baseball Team Agreements include provisions (Sections 4.1 and 4.2 of the Improvements Agreement and Section 7 of the Use Agreements) relating to development of the Peoria Sports Complex, including the Project Parcel. PSP has reviewed the Baseball Team Agreements generally and the cited provisions specifically, and PSP acknowledges and agrees that the Project as it moves forward is required to comply with the Baseball Team Agreements.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

PEORIA SPORTS PARK LLC, an Arizona limited liability company

By: [redacted]
Name: Michael OLiver
Title: Managing Member

CITY OF PEORIA, ARIZONA a municipal corporation of the State of Arizona

By:_____
Name:_____
Title:_____

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

List of Exhibits

Exhibit A - Project Parcel/Preliminary Site Plan
Exhibit B - Map of District and Project Location
Exhibit C - Potential Hotel Design
Exhibit D - Preliminary Construction Cost Pro Forma

Exhibit A
Project Parcel/Preliminary Site Plan

1 SPRING TRAINING HOME OF THE SEATTLE MARINERS AND SAN DIEGO PADRES
SCALE: 1" = 100'-0"

Baker

DRAFT
NOT FOR CONSTRUCTION

THE PEORIAN @ THE SPORTS COMPLEX

PEORIA, AZ.

PREPARED FOR PEORIA SPORTS PARK, LLC.

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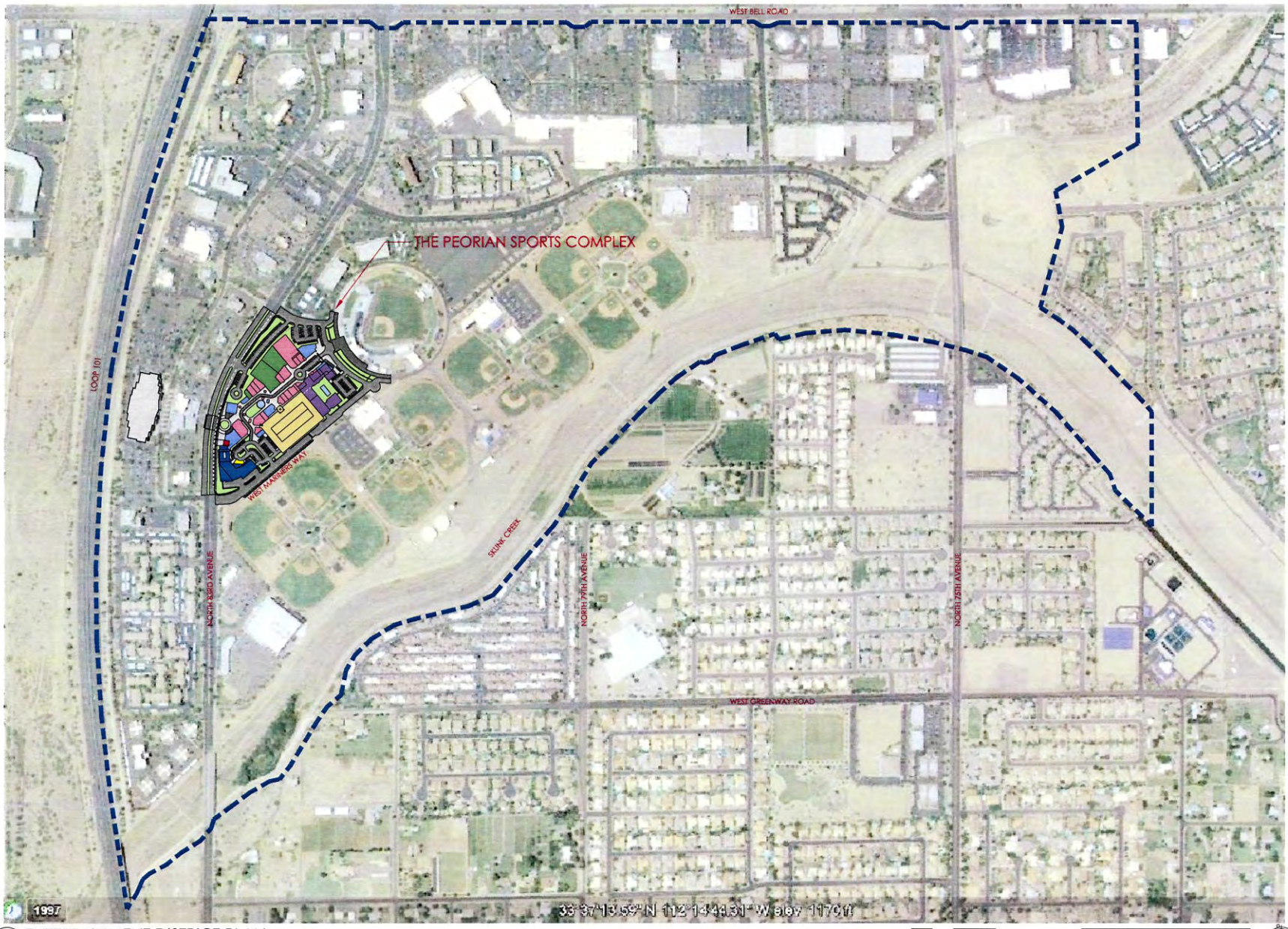
DATE	SCALE
09-27-2012	1" = 100'-0"

SHEET NUMBER

SITE STUDY PLAN

Exhibit B
Map of District and Project Location



1 ENTERTAINMENT DISTRICT PLAN
SCALE: 1" = 300'-0"

600' 1,200' 2,400'

Baker

DRAFT
NOT FOR CONSTRUCTION

THE PEORIAN @ THE SPORTS COMPLEX

PEORIA, AZ.

PREPARED FOR PEORIA SPORTS PARK, LLC.

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DATE	SCALE
09-27-2012	1" = 300'-0"

SHEET NUMBER

ENTERTAINMENT DISTRICT PLAN

Exhibit C
Potential Hotel Design

Hotel Indigo

San Diego, California

Hensel Phelps Construction Co.

Exhibit D
Preliminary Construction Cost Pro Forma

The Peorian @ The Sports Complex

Preliminary Cost Model Estimate

Concept Master Plan				Building Areas/Unit Cost				Parking Analysis			
ITEM				AREA		UNIT COST	TOTAL	Area	Stalls	SF/Stall	U.P./Stall
		Net	Gross								
Hotel	Keys	SF/Key	SF/Key								
Lobby Level - (Core & Shell)				30,000	GSF	$120.00	$3,600,000				
Conf/Mtg Rooms Level 1 - (Core & Shell)				20,000	GSF	$120.00	$2,400,000				
Level 2 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	$110.00	$1,760,000				
Level 3 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	$110.00	$1,760,000				
Level 4 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	$110.00	$1,760,000				
Level 5 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	$110.00	$1,760,000				
Level 6 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	$110.00	$1,760,000				
Level 7 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	$110.00	$1,760,000				
Level 8 - Guestroom Suites (Core & Shell)	19	632	842	16,000	GSF	$110.00	$1,760,000				
Level 9 - Rooftop Bar (Core & Shell)				7,000	GSF	$110.00	$770,000				
Interior Finishes (Public Spaces & BOH)			0.80	40,000	GSF	$80.00	$3,200,000				
Interior Finishes (Guestrooms)			0.75	84,000	GSF	$60.00	$5,040,000				
Interior Finishes (Rooftop Bar)			0.85	5,950	GSF	$150.00	$892,500				
FF&E/OS&E Allowance							w/ Hotel Dev				
Totals	**175**		**966**	**169,000**	**GSF**	**$167.00**	**$28,222,500**				
Total Cost / Key							**$161,271**				
Hotel - Underground Parking											
Parking Level P1				30,000	GSF	$55.00	$1,650,000	30,000	85	353	
Parking Level P2				30,000	GSF	$55.00	$1,650,000	30,000	85	353	
Totals				**60,000**	**GSF**	**$55.00**	**$3,300,000**	60,000	170		
Total Cost / Stall							**$19,412**				
Multi Family Residential	**Units**		**SF/Unit**								
(SF/Unit assumes 87% Eff. Factor)			0.85								
Level 1 - Parking Acess / Misc.	8		2,125	20,000	GSF	$110.00	$2,200,000				
Level 2 - Residential Units (Core & Shell)	24		1,240	35,000	GSF	$110.00	$3,850,000				
Level 3 - Residential Units (Core & Shell)	22		1,352	35,000	GSF	$110.00	$3,850,000				
Level 4 - Residential Units (Core & Shell)	22		1,159	30,000	GSF	$110.00	$3,300,000				
Level 5 - Residential Units (Core & Shell)	20		1,063	25,000	GSF	$110.00	$2,750,000				
Level 6 - Residential Units (Core & Shell)	14		1,214	20,000	GSF	$110.00	$2,200,000				
Interior Finishes (Residential Net Area)				140,250	GSF	$65.00	$9,116,250				
Add for Pool / Misc. Site Amenities				1	LSUM	$500,000	$500,000				
Totals	110			**165,000**	**GSF**	**$168.28**	**$27,766,250**				
							$252,420				
Retail											
Level 1 - Under Residential Condos/Apts.				19,239	GSF	$120.00	$2,308,680				
Anchor Retail - Multi Story (Core & Shell)				30,800	GSF	$120.00	$3,696,000				
Level 1 - Cup Cakes Bldg (Core & Shell)				6,700	GSF	$120.00	$804,000				
Retail - Ent. 2 Stories (Core & Shell)				18,000	GSF	$120.00	$2,160,000				
Retail - (Core & Shell)				3,000	GSF	$120.00	$360,000				
Retail - NW Prkg 2 Stories (Core & Shell)				13,200	GSF	$120.00	$1,584,000				
Retail - Coffee (Core & Shell)				1,800	GSF	$120.00	$216,000				
Retail - Hotel Pad (Core & Shell)				8,600	GSF	$120.00	$1,032,000				
Retail - 2 Stories (Core & Shell)				18,400	GSF	$120.00	$2,208,000				
Retail - Balance to Site Plan (7/20/12)				18,570	GSF	$120.00	$2,228,400				
Tenant Finish Allowance				138,309	GSF	$40.00	$5,532,360				
Totals				**138,309**	**GSF**	**$160.00**	**$22,129,440**				
Entertainment											
Dave & Buster's - 2 Stories (Core & Shell)				34,200	GSF	$130.00	$4,446,000				
Z Strike - 2 Stories (Core & Shell)				24,500	GSF	$100.00	$2,450,000				
Misc. - (Core & Shell)				1,900	GSF	$100.00	$190,000				
Tenant Finish Allowance				58,700	GSF	$80.00	$4,696,000				
Totals				**60,600**	**GSF**	**$194.42**	**$11,782,000**				
Restaurant											
Restaurant - Lux. Apts. (Core & Shell)				6,300	GSF	$130.00	$819,000				
Restaurant - Anchor Retail (Core & Shell)				5,300	GSF	$120.00	$636,000				
Restaurant - (Core & Shell)				4,400	GSF	$130.00	$572,000				
Restaurant - Bagels (Core & Shell)				1,700	GSF	$130.00	$221,000				
Restaurant - Separate Pad (Core & Shell)				5,000	GSF	$130.00	$650,000				
Restaurant - Hotel Pad (Core & Shell)				8,000	GSF	$130.00	$1,040,000				
Restaurant - Coffee (Core & Shell)				1,800	GSF	$140.00	$252,000				
Tenant Finish Allowance				32,500	GSF	$125.00	$4,062,500				
Totals				**32,500**	**GSF**	**$253.92**	**$8,252,500**				
Structured Parking Garage											
Precast Parking Garage				653,030	GSF	$37.81	$24,687,869	653,030	2004	326	$12,319
Escalator Elevator Tower				16,500	GSF	$349.58	$5,768,132				$2,878
Sitework				1	LSUM		$1,197,818				$598
				669,531	**GSF**	**$47.28**	**$31,653,819**	653,030	2,004		$15,795
Sitework											
Site Demolition & Preparation				20	ACRE	$9,500	$190,000				
New Surface Parking				130,900	SQFT	$5.00	$654,500	130,900	374	350	$1,750
Roadways & Parking Lots				1	LSUM	$250,000	$250,000				
Pedestrian Paving & Hardscape				20	ACRE	$15,000	$300,000				
Landscape and Irrigation per Site Plans *				20	ACRE	$45,500	$910,000				
Site Utilities (Sewer, Water, Storm)				20	ACRE	$25,000	$500,000				
Site Utilities (City Well Site Work)				1	LSUM	$150,000	$150,000				
Site Utilities (Electrical Distribution)				20	ACRE	$20,000	$400,000				
Site Lighting				20	ACRE	$25,000	$500,000				
Retail Kiosks - Enclosed				2	EACH	$100,000	$200,000				
Retail Kiosks - Open				4	EACH	$25,000	$100,000				
Monument Signage				1	LSUM	$50,000	$50,000				
Overall Site Signage				1	LSUM	$50,000	$50,000				
Off Site Improvements				1	LSUM	$250,000	$250,000				
				20.0	**ACRE**	**$225,225**	**$4,504,500**				

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17R

Date Prepared: September 17, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: Andrew Granger, P.E., Engineering Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Agreement, Mortenson Construction, Peoria Sports Complex Improvements, 83rd Ave & Stadium Way (Solicitation No. P12-0048, Project No. CS00022)

Purpose:

This is a request for the City Council to a) authorize the City to enter into an agreement with Mortenson Construction for an amount not to exceed $26,360,000 for incremental Guaranteed Maximum Price (GMP) procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements, and b) authorize the City Manager to execute any applicable agreement or amendment documents related thereto.

Background/Summary:

In May 2012, the City Council authorized the City to enter into agreement with Construction Manager at Risk, Mortenson Construction. At that time, staff outlined a series of formal Council actions that would be required to undertake the proposed Sports Complex Improvements:

1. Approval of a Memorandum of Understanding, which lays out the basic terms and conditions as agreed in principle by both teams and the City;
2. Approval of a Sports Complex Improvements Agreement which verifies financial obligations and commitments and details planned facility improvements;
3. Approval of a contract amendment with the Project Design Consultant;
4. An Intergovernmental Agreement with the Arizona Sports and Tourism Authority primarily focused on conditions of reimbursement;
5. An agreement for Construction Manager at Risk (CMAR) preconstruction services
6. A Sports Facilities Use Agreement between the City and both baseball teams;
7. A defeasance of Series 2003 Bonds related to the original sports complex improvements;
8. Action to approve a resolution regarding the sale of MDA Bonds;
9. Various agreements and amendments related to the GMP for construction.

This Council action corresponds to item no. 9 above - approval of various agreements and amendments related to the Guaranteed Maximum Price (GMP) contract for construction.

The design of the clubhouse improvements is concurrently underway under an accelerated schedule in order to obtain building permits and procure long-lead construction equipment and materials prior to Spring Training 2013. The clubhouses will commence construction on Monday April 15, 2013 and will be constructed concurrently under an 8.5 month accelerated schedule in order to re-open in time for Spring Training 2014.

The accelerated construction schedule for this phase of improvements demands that structural steel, concrete tilt-wall panels, concrete foundations, major air conditioning units, and hydrotherapy equipment be procured early, allowing for subcontracts, submittals, fabrication, and delivery to occur before May 2013. The design effort was structured around this non-traditional sequence with documents made available to Mortenson Construction for bidding in October 2012. Bid results will be received concurrent with this Council action allowing for the swift execution of subcontracts thereafter.

The total project cost is anticipated to exceed the City's total available capital funding. In accordance with the terms of the City of Peoria / Seattle Mariners / San Diego Padres Sports Complex Improvements Agreement, dated June 19, 2012, the respective teams have committed to fund the project's shortfall, currently estimated at up to $1 million per team. In March 2013, staff will present to the City Council for action the respective financial contributions of each team and the final GMP value for each team's clubhouse.

With bidding occurring concurrent with this Council action, staff requests that the City Council authorize the City Manager to execute any applicable agreement or amendment documents prior to the presentation of the final GMP in March 2013, thus supporting the project's critical procurement timelines.

Previous Actions:

On May 15, 2012, the City Council authorized the City to enter into an agreement with Mortenson Construction for Construction Manager at Risk (CMAR) preconstruction services for the Seattle Mariners and San Diego Padres clubhouse improvements. The City Council authorized the City Manager to execute any applicable agreement documents related thereto.

Future Actions:

The aggressive timeline for the construction of clubhouse improvements between Spring Training 2013 and 2014, and the subsequent construction of stadium improvements between Spring Training 2014 and 2015 will require the following future Council actions:

- March 2013: City Council acceptance of team funds and the final GMP construction agreement for the construction of both clubhouses.
- Spring 2013: Award of a contract amendment for additional preconstruction services for the design and construction of a subsequent phase of stadium improvements.

Options:

A: Authorize the City to enter into agreement with Mortenson Construction for an amount not to exceed $26,360,000 for incremental Guaranteed Maximum Price (GMP) procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements, and authorize the City Manager to execute any applicable agreement or amendment documents related thereto.

B: Do not authorize the City to enter into agreement with Mortenson Construction for incremental Guaranteed Maximum Price (GMP) procurement packages and do not authorize the City Manager to execute any applicable agreement or amendment documents related thereto. This option will compromise the ability of the City to construct the clubhouse improvements for the Seattle Mariners and the San Diego Padres between Spring Training 2013 and Spring Training 2014.

Staff's Recommendation:

Staff recommends that the City Council authorize the City to enter into agreement with Mortenson Construction for an amount not to exceed $26,360,000 for incremental Guaranteed Maximum Price (GMP) procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements, and authorize the City Manager to execute any applicable agreement or amendment documents related thereto.

The project will also include the City-paid project expenses outlined below. These values supersede those preliminary values included in the May 15, 2012 Council Action 11R.

$ 20,000	Budget allowance for out-of-state travel in support of the pre-design phase scope and fee development for the Phase 2 Stadium Improvements. All travel to be approved by the City Manager in advance of travel;
$ 130,000	Study phase design contingency to be re-purposed for a) pre-design phase scope and fee development efforts for the Phase 2 Stadium Improvements (including possible parking garage), or b) re-purposed toward any of the City-paid project expenses below;

$ 250,600	Clubhouse design and preconstruction professional services scope contingency which if not used may be repurposed toward any of the City-paid project expenses below;
$ 109,200	Project charged allocation for a contract building inspector, either via a direct hired fixed term position or services contracted from a third party;
$ 195,060	Plan review, permit, and development impact fees payable to the City of Peoria;
$ 80,000	Arizona Public Service, Southwest Gas, Century Link Communications, and Cox Communications capital charges incurred for the design and construction of building utility infrastructure;
$ 58,340	US Green Building Council LEED registration and certification fees, hazardous materials testing services, and other soft cost contingency;
$ 32,400	Building Peoria construction signage, AED's, and building startup equipment or supplies not otherwise provided by the building tenants;
$ 400,000	IT network and CATV cabling, network equipment, and cell phone repeater system expenditures utilizing State of Arizona contracts and small dollar direct purchases;
$ 268,315	Internal funds transfers for Engineering Department chargebacks which support two part-time fixed term project managers;
$1,543,915	Total City paid project expenses
$26,360,000	Not To Exceed GMP Package(s) to Mortenson Construction
$ 27,903,915	Total Mortenson GMP Packages + City Paid Expenses

Fiscal Analysis:

Funding for this agreement is available in the 2013 Capital Improvement Program in the 1) Municipal Development Authority Bond fund, Building Improvements account 4232-4232-540500-CIPPK-CS00022, and 2) General Fund, Building Improvements account 1000-0310-CIPPK-540500-CS00022.

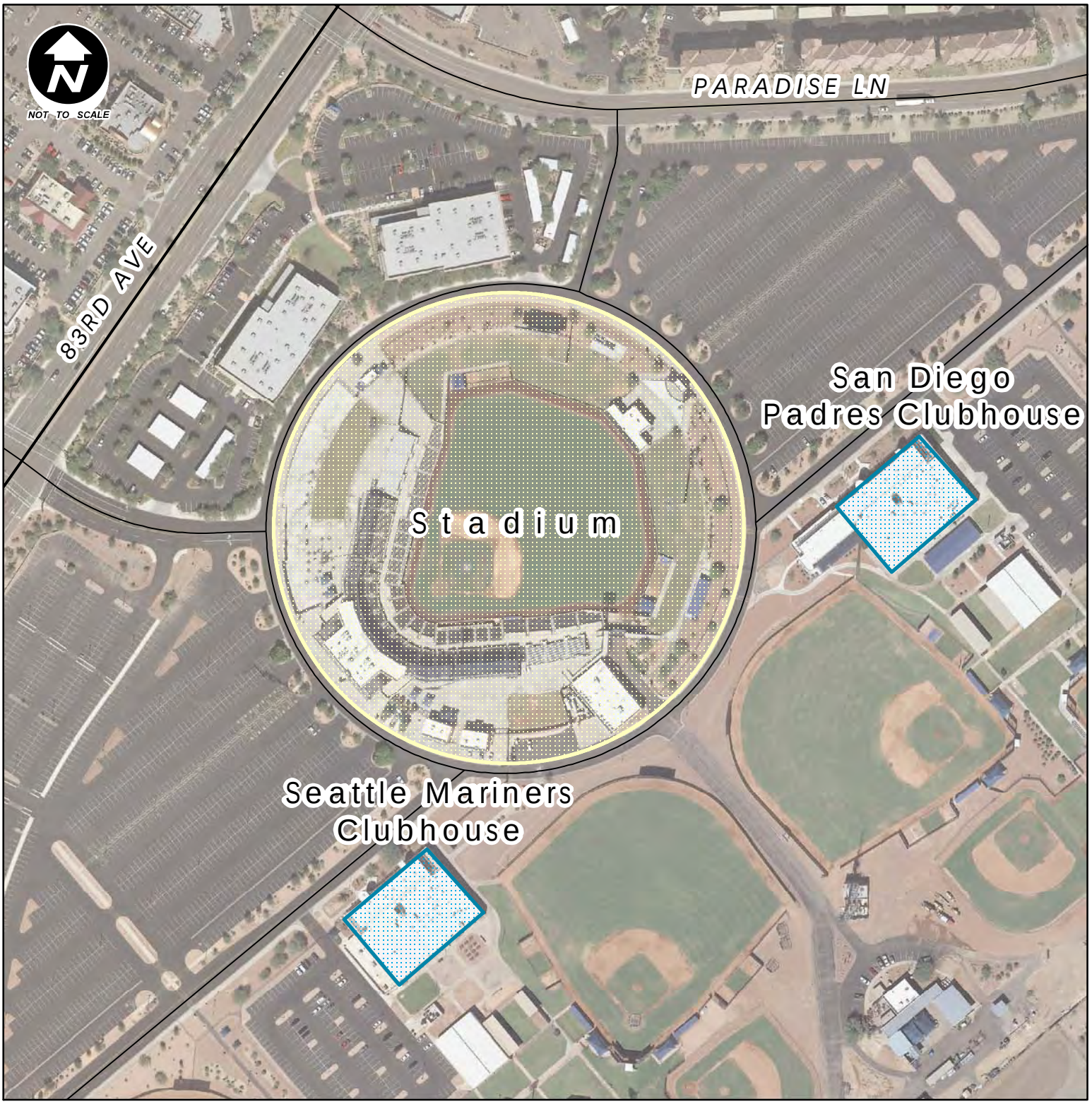
Narrative:

Approval of this agreement will allow for the early procurement of construction components that are essential to the completion of construction between Spring Training 2013 and 2014.

Exhibits:

Exhibit 1**:** Location Map
Exhibit 2: Vicinity Map

Contact Name and Number: Edward Striffler, Design & Construction Manager, 623-773-7721



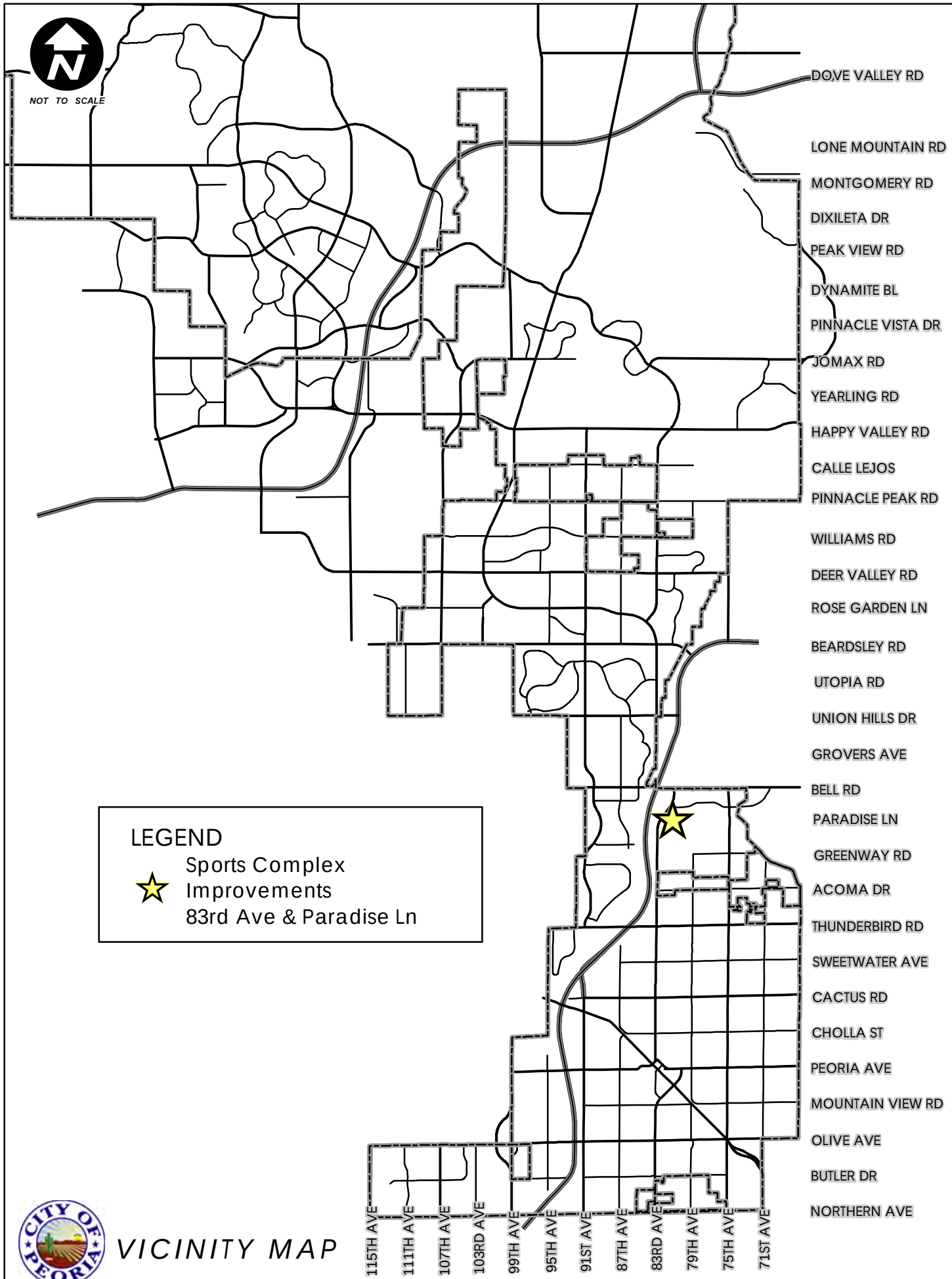
City of Peoria

Peoria Sports Complex Improvements

Location Map

CITY OF PEORIA ARIZONA

NOTE:
This Map is based on imprecise source data, subject to change and FOR GENERAL REFERENCE ONLY.



CITY OF PEORIA

VICINITY MAP

City Council Calendar

Color Key:
City Council

< September	October 2012					November >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
	1	2	3	4	5	6
7	8	**9** Regular City Council Meeting	**10** City Council Subcommittee on Policy & Appointments	11	12	13
14	15	16	17	**18** **Canceled**City Council Subcommittee on Community Culture & Public Safety	19	20
21	22	**23** Regular City Council Meeting Special City Council Meeting & Study Session	24	25	26	27
28	29	30	31			

City Council Calendar

Color Key:
City Council

< October	November 2012					December >
Sunday	**Monday**	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**
				1	2	3
4	5	6	7	8	9	10
11	12	**13** Regular City Council Meeting Special City Council Meeting & Study Session	**14** City Council Subcommittee on Policy & Appointments	**15** City Council Subcommittee on Community Culture & Public Safety	16	17
18	19	20	21	22	23	24
25	**26** Special Meeting form Election Canvass	27	28	29	**30** Oldtown Holiday Festival	

RCM: 20A

CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT

Date Prepared: October 8, 2012 **Council Meeting Date: October 23, 2012**

TO: Carl Swenson, City Manager

FROM: John R. Sefton Jr., Community Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Upcoming Special Events

Halloween Monster Bash – October 27, 5-9pm

The City of Peoria invites the community to enjoy the Halloween Monster Bash on Saturday, October 27th from 5:00 pm – 9:00 pm. The Monster Bash offers a safe alternative to Trick or Treating and another opportunity to show off your costume during the Parade of Costumes beginning at 5:30pm. The event will feature inflatables, carnival games, climbing wall, fright zone, slime making, haunted house and make-n-take crafts. The main stage will show case entertainment by On Stage Dance Academy, A Little Drama "Thriller" and Oasis Gymnastics. Bring your candy bags to fill them with candy and trinkets at special locations around the complex. Gates open at 5pm at the Peoria Sports Complex, located at 16101 N. 83rd Ave just south of Bell Rd. Parking and admission is free with a donation of canned food to benefit St. Mary's/Westside Food Bank Alliance.

"Mish Mash!" a multi-media exhibit – November 1, 4-7pm

On November 1st from 4:00 p.m. to 7:00 p.m., the West Valley Art Museum will debut; "Mish Mash!" a multi-media exhibit at the City Hall Art Gallery. This exhibit includes lithographs from Seacourt Press, Bangor, Ireland. Most of the artists of Seacourt Press are residents of our Sister City in the Borough of Ards, Northern Ireland. In conjunction with the Northern Ireland exhibit, a five-piece painting series by artist Julian Schnabel from Congregation Beth Israel's Slvia Plotkin Judaica Museum, and tiny treasures from the West Valley Art Museum will also be on display. This exhibit will be on display at the City Hall Art Gallery from Monday, October 29, 2012 through Thursday, January 3, 2013.

5th Annual Veterans Day Run and Veterans Recognition – November 10, 7am

In honoring those who have served or are serving in our military to protect our country, the City of Peoria and Veterans Memorial Board is hosting the 5th Annual Veterans Day Run and Veterans Recognition Event on Saturday, November 10. The annual 5K run and fun walk will begin at 7:00 a.m. at Rio Vista Community Park, 8866A West Thunderbird Road. The Veterans recognition event is focused on hosting a number of Veteran's services organizations as exhibitors at the Rio Vista Recreation Center, Lakeside meeting room, between 9:30 a.m. and

12:00 noon. The intent is to have Veterans from the west valley area attend our open house and learn about all the possible benefits that exist for veterans through a variety of organizations. A continental breakfast will be served during this open house for those who participate in the event. This year's Veteran's Day activities are much different from previous years. Members of the Veterans Memorial Board has spent time during the past six months in focus group meetings, asking a number of veterans what is important, and how can the Board provide better outreach. The Board has learned there are many veterans who do not know what services and entitlements are available. A Board goal is to educate our Peoria and west-valley veterans about available services.

Exhibit(s): Halloween Flyer
Mish Mash Flyer
5K Race Series Flyer - Veterans Day

Contact Name and Number: Kelli Kincaid, 623-773-7178 & Kirk Haines, 623-773-7120

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CITY OF PEORIA
HALLOWEEN MONSTER BASH
Saturday
October 27th
5 p.m. - 9 p.m. Peoria Sports Complex 16101 N. 83rd Ave
FREE admission with canned food item(s) to help support The St. Mary's / Westside Food Bank Alliance
HAY MAZE • PARADE OF COSTUMES
MONSTER STREET • PUMPKIN PATCH
FOOD & OTHER ACTIVITIES
(Nominal fee for some activities)
FOR MORE INFORMATION
VISIT WWW.PEORIAAZ.GOV/SPECIALEVENTS OR CALL (623) 773-7137

West Valley Art Museum Presents:

Mish Mash!

a multi-media exhibit

October 29, 2012-January 3,2013

Helen Sanlon, 'Ice Cream Row'

The exhibit includes lithographs from Seacourt Press, Bangor, Ireland, a five piece painting series by artist Julian Schnabel from Congregation Beth Israel's Sylvia Plotkin Judaica Museum , Scottsdale, Arizona and tiny treasures from the West Valley Art Museum collection.

Opening reception for the public Thursday, November 1st, 4-7pm
Peoria City Hall Art Gallery

WEST VALLEY ART MUSEUM

CITY OF PEORIA

For more information contact:
West Valley Art Museum at
623-972-0635 or www.wvam.org

City Hall Art Gallery
8401 W. Monroe
Peoria, Arizona 85382
623-773-7053

Gallery Hours:
Monday-Wednesday 10-4pm
Thursday 12-6pm and by

2012 Peoria Road Races

For information or to register: www.peoriaaz.gov/running

Super Day
10K Run

Feb. 5 at 8:00am

Rio Vista Park

Pioneer Days
5K Run & 1 Mile Walk

April 14 at 8:00am

Downtown Peoria

Father's Day
4 Miler

June 17 at 7:30am

Rio Vista Park

Veteran's Day
5K Run & 1 Mile Walk

Nov. 10 at 7:30am

Rio Vista Park

Race Day Schedule

- 6:30am - Race Day Registration & Race Check-in

T-Shirts

All pre-registered particiapants will receive an event t-shirt on race day. Race day registrants will receive t-shirts if sizes are available or it will be mailed to you following the event.

Awards

Medals/awards presented to the following immediately after the completion of the race:

- Top Male & Female
- Top Three Finishers in Each Age/Gender Division (13 & Under, 14-19, 20-29, 30-34, 35-39, 40-44, 45-49, 50-59, 60-69, 70+)

Mail entries to (post marked two weeks prior to event): Peoria Runner's Series, c/o Jeff Crane, 9875 N. 85th Ave., Peoria AZ 85345. Please make checks payable to: City of Peoria. Please check the event you are registering for.

☐ Super Day 10K Run
Feb. 5 at 8:00am
- $15 before Jan. 5
- $20 before Feb. 3
- $25 on Race Day

☐ Pioneer Days 5K Run
April 14 at 8:00am
- $15 before March 14
- $20 before April 12
- $25 on Race Day

☐ Pioneer Days 1 Mile Walk
- $10 before April 12
- $15 on Event Day

☐ Father's Day 4 Miler
June 17 at 7:30am
- $15 before May 17
- $20 before June 14
- $25 on Race Day

☐ Veteran's Day 5K Run
Nov. 10 at 7:30am
- $15 before Sept. 10
- $20 before Nov. 8
- $25 on Race Day

☐ Veteran's Day 1 Mile Walk
- $10 before Nov. 8
- $15 on Event Day

Last Name _____ First Name _____

Shirt Size (circle): YM YL AS AM AL AXL AXXL Phone: ___ - ___ - ____

Gender: M ☐ F ☐ Age at Time of Race ___ Birth Date ___ / ___ / ___

Address _____

City _____ State ___ Zip _____

Email _____

I/we hereby release and forever discharge the City of Peoria, an Arizona municipal corporation, its elected and appointed officials, directors, officers, boards, commissions, agents, representatives, servants, and employees, and any and all other persons, firms, or corporations who are or might be liable, from any and all claims of any kind or character which I/we have or may have against them due to my participation, or my child's participation, in a City of Peoria Recreation Program. This waiver includes all damages, losses, costs, expenses, and injuries that allegedly occur during the course of this recreation program. In that regard, I/we convenant to indemnify, defend, and hold harmless o the fullest extent permitted by laws the foregoing persons and entities from any loss or damages, including reasonable attorneys' fees and litigation expenses, which may be incurred by them in the event any such claims are asserted against them or any of them. I/we understand that medical claims are my/our responsibility. This waver does not extend to any such claim or liability that is caused by the sole and exclusive intentional acts or gross negligence of the City of Peoria or its officers, employees, or agents.

_____ _____

Signature (parent/guardian's signature required if under 18) Date

FOR OFFICE USE ONLY

BIB #_____