

Mission Ranch II
Development Concept
Casa Grande, Arizona
July 2005

A Master-Planned Mixed Use Community

by
The Carter Company

Prepared for
The City of Casa Grande

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MISSION RANCH II
PAD DEVELOPMENT GUIDE

July 2005

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MISSION RANCH II PAD

DEVELOPMENT GUIDE NARRATIVE

PROJECT REQUEST SUMMARY *MISSION RANCH II* proposes a 61.28 acre Mixed Use Planned Area Development. The original Mission Ranch PAD was approved as a residential community of 344 single family lots located north of *Mission Ranch II*, which lies at the northeast corner of Peart and Rodeo Roads. *Mission Ranch II* brings an additional 157 lots of single family residential at 7,000 square feet or greater; plus 16 gross acres of approximately 8.16 net acres neighborhood commercial and 5.6 net acres office, located directly on the NEC of Rodeo and Peart Roads. Please see Vicinity Map.

This Development Guide for *Mission Ranch II* provides the narrative portion of overall standards and requirements for the necessary Planned Area Development application, requesting that the existing Urban Ranch district be rezoned to the proposed Planned Area Development zoning district.

PROJECT LOCATION The proposed *MISSION RANCH II* PAD community lies in the southwest quarter of Section 3, Township 6 South, Range 6 East, between Rodeo and Arizola Roads and north of Peart Road.

EXISTING CONDITIONS

The 61.28 acre *MISSION RANCH II* PAD lies between Peart and Arizola Roads and north of Rodeo Road. The property consists of vacant creosote desert with some fallow land and no improvements. Although it is dominated by sandy desert and small desert vegetation, one significant north-south wash includes some native trees of Mesquite or Palo Verde.

- **Site and Surrounding Land Use** The *Casa Grande General Plan* designates the site as Low Density Residential and a portion of Commercial and O/BP on the northeast corner of Peart and Rodeo Roads. Existing surrounding land use includes the Low Density Residential Mission Ranch PAD to the north and vacant desert to the east, and south. The Stoneridge subdivision of 45' wide lots backs up to the NWC of Avenida Ellena and Peart Roads.
- **Site and Surrounding Current Zoning** The current zoning of the subject site and properties to the south and east, is Urban Ranch. The Stoneridge subdivision across Peart Road is zoned as part of the Mountain View Ranch PAD. The Mission Ranch PAD abuts the north boundary.
- **Current Circulation** *MISSION RANCH II* is located approximately one mile west of the Interstate 10 Highway, which includes a full interchange to McCartney Road. The site lies nearly one mile south of McCartney Road and is accessed by Peart and Rodeo arterial Roads. Peart and Rodeo Roads have an

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BENCHMARK
 BRASS COP IN HIGHLIGHT AT INTERSECTION OF RECORD ROAD AND FRONT ROAD, SW CORN. SEC. 1, T.4 S., R.4 E.

BASIS OF BEARING
 301.234°W (RECORDED) ALONG THE WEST LINE OF THE 500-FOOT QUARTER OF SECTION 1-4-S, R-4-E, CLARK COUNTY, PINAL COUNTY, ARIZONA, AS RECORDED IN PLAT #147, CORNER B, SLIDE 004, PINAL COUNTY RECORDS.

UTILITIES

- WATER: ARIZONA WATER CO.
- SEWER: CITY OF COCA GRANDE
- Gas: SOUTHWEST GAS
- ELECTRIC: ARIZONA PUBLIC SERVICE
- TELEPHONE: QWEST
- TELEVISION: CITY OF COCA GRANDE
- CABLE TV: DISH NETWORK

SITE DATA

SITE AREA	81.31 AC
NET AREA	54.78 AC
PARCELS 1 GROSS AREA	9.58 AC
PARCELS 1 NET AREA	6.18 AC
PARCELS 2 GROSS AREA	6.28 AC
PARCELS 2 NET AREA	4.56 AC
PARCELS 3 GROSS AREA	45.50 AC
PARCELS 3 NET AREA	27.80 AC (17.283)
TOTAL LOTS	197
DENSITY	2.45
PROPOSED NAME	PHOENIX

NOTES

1. UTILITIES SHALL DESIGN A FOR IMPROVEMENTS ASSOCIATED FOR THE ASSISTANCE AND PROTECTION OF ALL CHURCH AVENUE, LANGRISH, COLLECTOR AND LOCAL STREET RIGHTS-OF-WAY.
2. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE.
3. ALL UTILITIES SHALL BE DEEPENED FOR PUBLIC USE.
4. ALL UTILITIES SHALL BE DEEPENED FOR ALL UTILITIES.
5. ALL UTILITIES SHALL BE DEEPENED FOR ALL UTILITIES.
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RESIDENTIAL DEVELOPMENT GUIDELINES

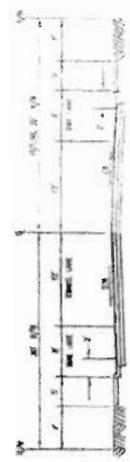
LOT WIDTH	LOT DEPTH	LOT AREA	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM FRONT YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM SIDE YARD SETBACK	MINIMUM FRONT SETBACK	MINIMUM REAR SETBACK	MINIMUM SIDE SETBACK
60'	117'	7,000 sq ft	15'	5' / 10'	15'	5' / 10'	15'	5' / 10'	15'	15'	15'

- * ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
- ** ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
- *** ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.
- **** ALL SETBACKS SHALL BE MEASURED FROM THE EXISTING GRADE.

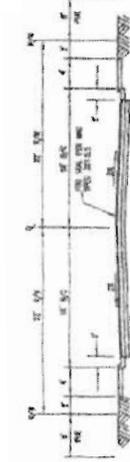


MISSION POR DEL RIO

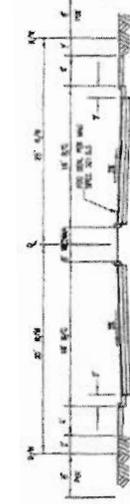
PHASE 1



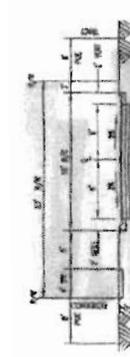
TYPICAL SECTION B-B MINOR COLLECTOR FIGURE 7-5



LOCAL STREET TYPICAL SECTION C-C



ENTRY STREET TYPICAL SECTION D-D



ONE WAY STREET TYPICAL SECTION E-E

existing strip of pavement ending at the SWC of Rodeo and Peart. A west portion of Peart Road adjacent to the Stoneridge subdivision, is fully improved north of Avenida Ellena Road. Rodeo Road, the north-south mid-section alignment of Arizola Road, and portions of Peart Road, are currently undedicated and unimproved adjacent to the site.

- **Current Drainage** One significant north-south wash crosses the property in the western portion. Another wash along the west property line was created by the development of Peart Road. Details on these and other project drainage impacts are addressed in the *MISSION RANCH II* Preliminary Plat Drainage Report.
- **Schools Districts** *MISSION RANCH II* is in the Casa Grande Elementary School District with Cholla School for K-5 and Cactus Middle School for the 6th-8th grades. Casa Grande Union is the High School District. Agreement letters are attached within the Appendix.

MISSION RANCH II PLANNED AREA DEVELOPMENT CONCEPT

The design of Mission Ranch II PAD completes the land use relationships and layout originally conceived with Mission Ranch I. It is a concept for true neighborhood interaction of recreation, social, and domestic business and retail needs. The concept creates a pedestrian-friendly environment which promotes vehicular trip reduction and jobs/housing balance. Children and adults can both access the stores and open spaces by foot or bicycle without crossing a collector or arterial roadway. Pedestrian and bike access will flow on trails or tree-shaded sidewalks.

Both the commercial and recreational concept promotes public resident interaction in plazas, shaded promenades between one-way streets, and both large and small park spaces. Such interaction creates safety among neighbors and sustainable communities of long-term residents and lasting property values.

CONFORMANCE WITH THE GENERAL PLAN

- **Conformance** This property includes existing General Plan land use categories of Low-Density Residential, Commercial, and Office/Business Park (O/BP). The PAD land uses are identical to the General Plan.
- **Commercial and Office/Business Park** The commercial parcel will serve the surrounding neighborhood retail and commercial needs. The location and connections to the residential portions of Mission Ranch I and II will reduce traffic and encourage pedestrian or bicycle access. The professional office parcel provides close proximity for both employment and business services to surrounding residents, and acts as a buffer between the residential to the east and the commercial activities.
- **Low Density Residential** A single, minimum lot size of 7,000 square feet or larger is proposed for the 45.44 acres of Low Density Residential.

MISSION RANCH II LAND USE

MISSION RANCH II proposes a mixed land use community of neighborhood commercial, professional office, and a single family detached residential product with one minimum lot width, as follows:

Mission Ranch II PAD Land Use Table		
Land Use	Acres	Units
Commercial	61.31	
<input type="checkbox"/> Retail	9.59 Gross 8.16+ Net	
<input type="checkbox"/> Professional Office	6.26 Gross 5.60 Net	
Single Family Residential (60' Wide Min. @ 7020+ sq.ft Min.)	45.46	157 3.45 DUA
<input type="checkbox"/> Residential Open Space	(7.85 Acres / 17.26 %)	
Totals	61.31	3.45 DUA ¹ 2.58 DUA ²

¹ Net of Commercial and Office

² Gross PAD Area

MISSION RANCH II PAD DEVELOPMENT STANDARDS

SINGLE FAMILY DETACHED RESIDENTIAL

With only 45+ acres of residential land use, the Single Family Residential in the MISSION RANCH II PAD is designed for one minimum lot size of 7,000 square feet or greater. The Development Standards are designed to provide for pedestrian friendly neighborhoods.

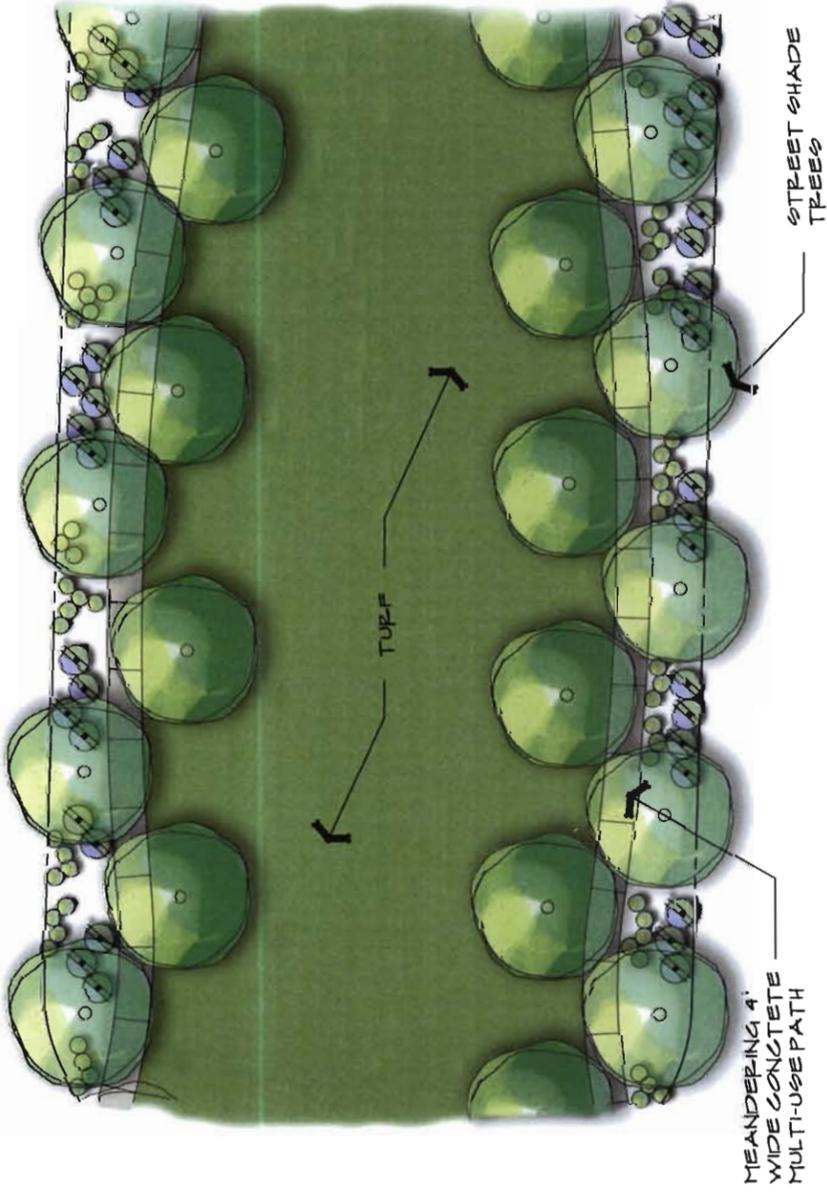
MISSION RANCH II Single Family Residential Development Standards								
Lot Width	Lot Depth	Minimum Lot Area	Front Living 1	Garage 2	Interior Sides	Corner Side 3	Rear Yard	Lot Coverage
60'	117' min.	7,020 sq. ft min.	15'	20'/15'	5'/10'	15'	20'	50%

1 Living space or porch areas which protrude in front of garage spaces on all single-story dwelling units.

2 Front-loaded garage setbacks will be staggered every 3rd or 4th house to 23'; and 15' to side-entry garage.

3 An adjacent Landscape tract may count towards up to 10' of the corner setback.

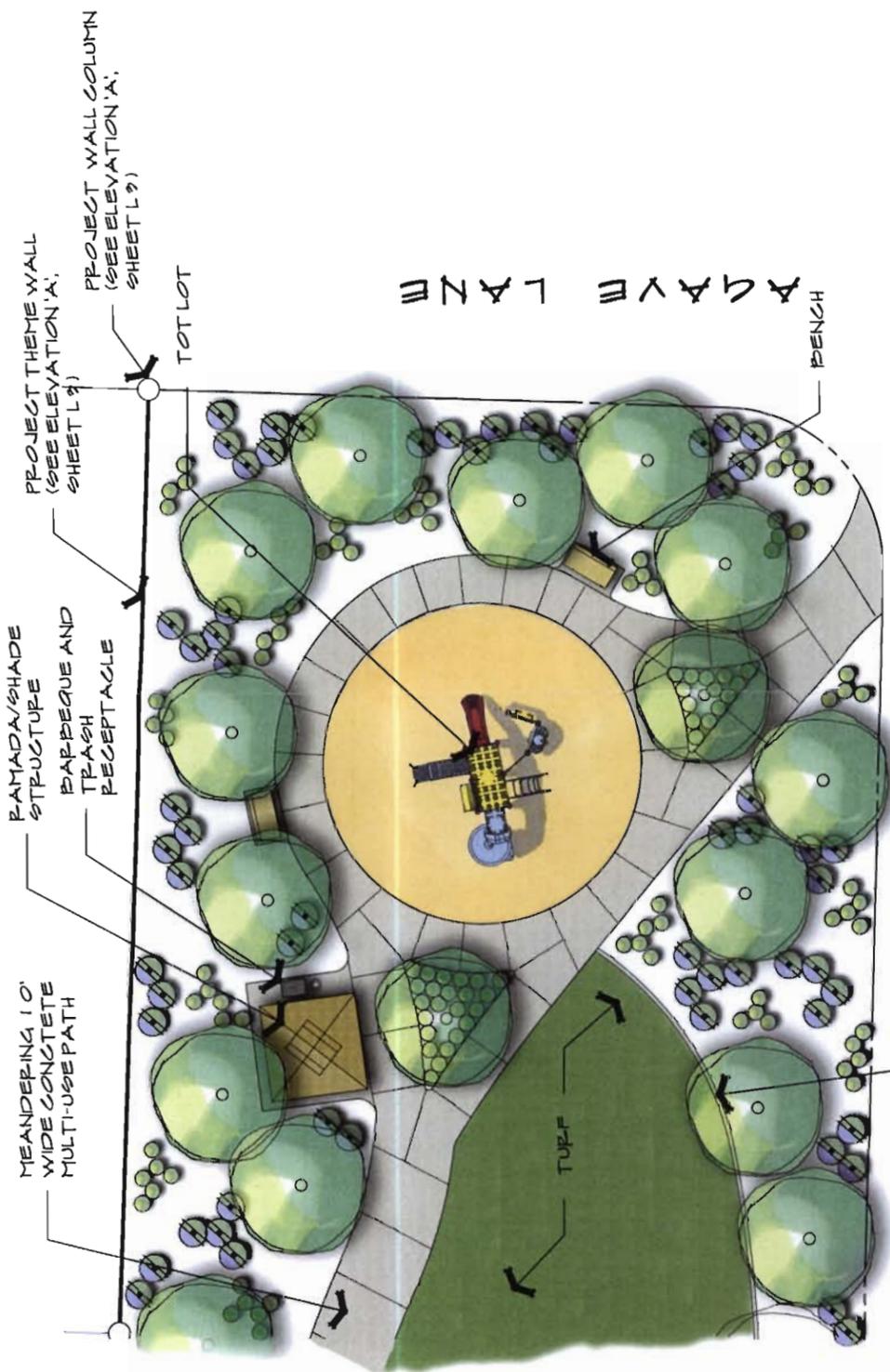
CACTUS BLOSSOM WAY



CACTUS BLOSSOM WAY

A TYPICAL INTERIOR OPEN SPACE PLAN

SCALE: 1"=10'



TROPOPLE DR.

B OPEN SPACE WITH AMENITIES PLAN

SCALE: 1"=10'

MISSION RANCH II

PRELIMINARY LANDSCAPE CONCEPT

Casa Grande

Arizona

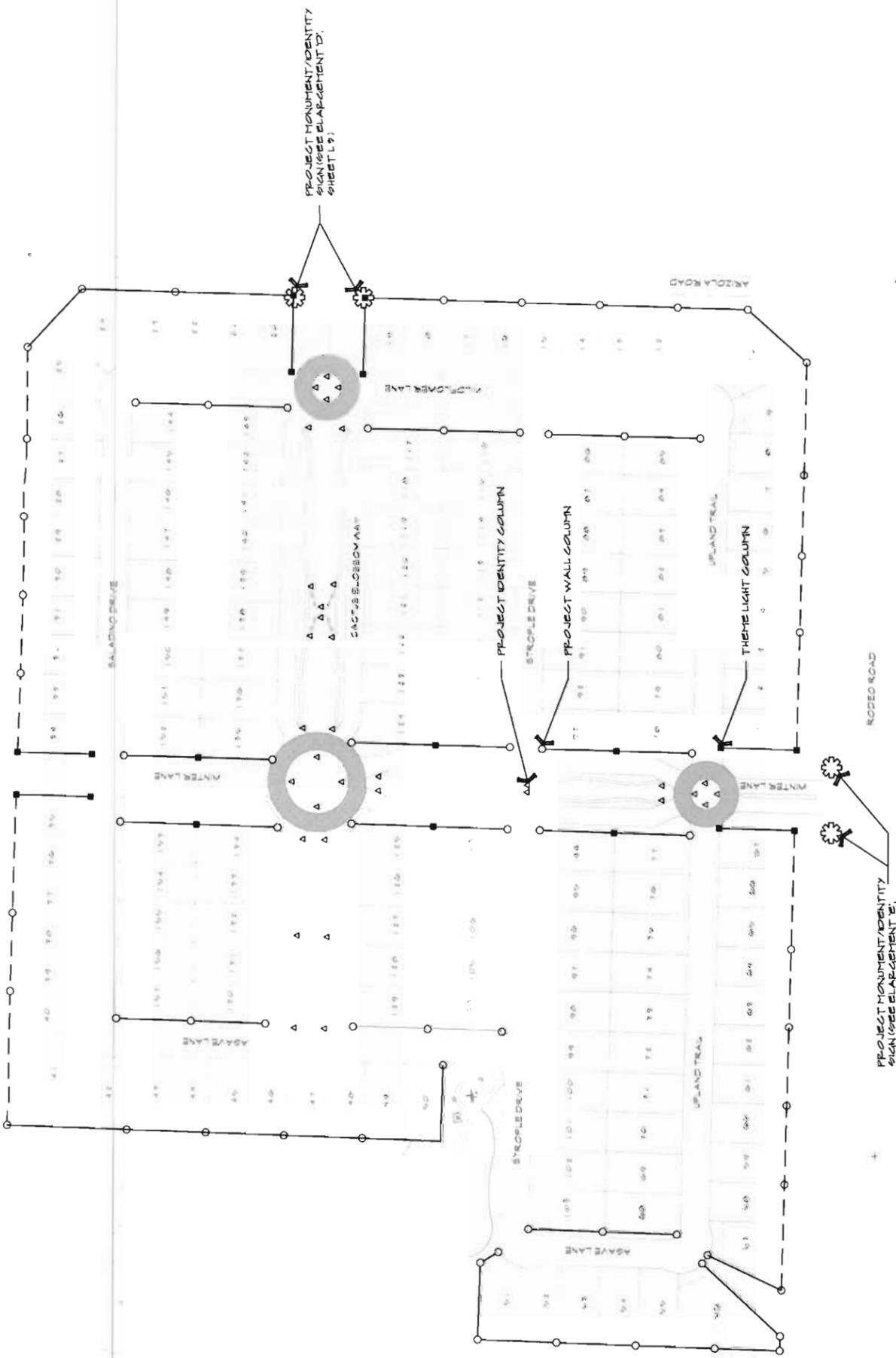


SHEET

L2

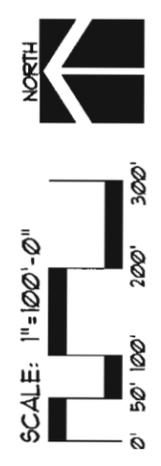
July 8, 2005

MISSION RANCH AT
CASA GRANDE



PROJECT WALL KEY

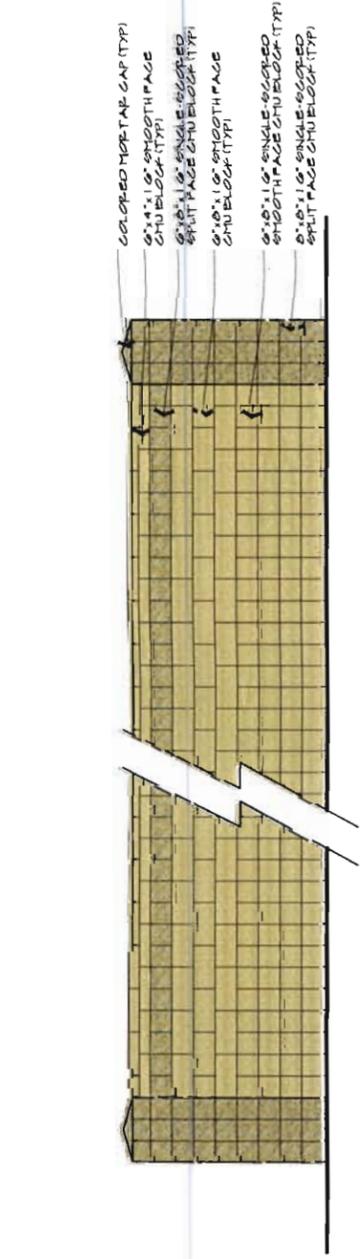
-  **PROJECT THEME WALL**
(SEE ELEVATION 'A', SHEET L.4.)
-  **PROJECT VIEW WALL**
(SEE ELEVATION 'C', SHEET L.4.)
-  **WALL COLUMN**
(SEE ELEVATION 'A' OR 'C', SHEET L.4.)
-  **THEME LIGHT COLUMN**
(SEE ELEVATION 'B', SHEET L.4.)
-  **PROJECT IDENTITY COLUMN**
(SEE ELEVATION 'G', SHEET L.4.)
-  **PROJECT SIGN WALL**
(SEE ELEVATION 'E', SHEET L.4.)
-  **PROJECT MONUMENT/IDENTITY SIGN**
(SEE ELEVATION 'E', SHEET L.4.)



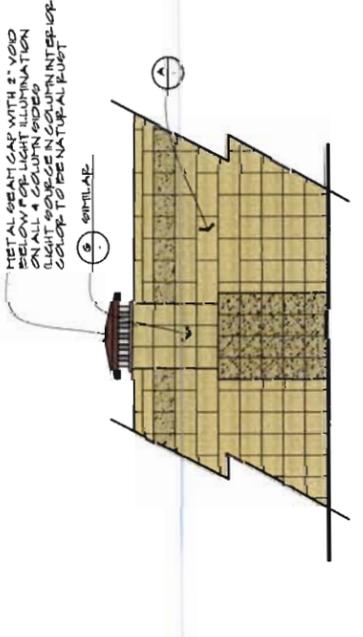
MISSION RANCH II
PRELIMINARY LANDSCAPE CONCEPT

Casa Grande

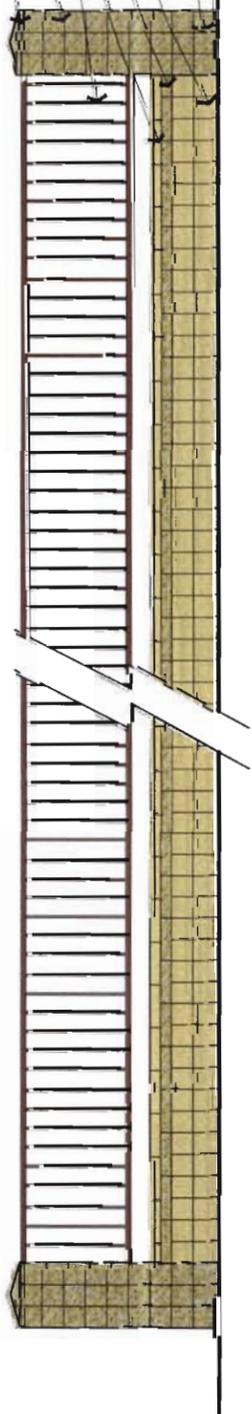
Arizona



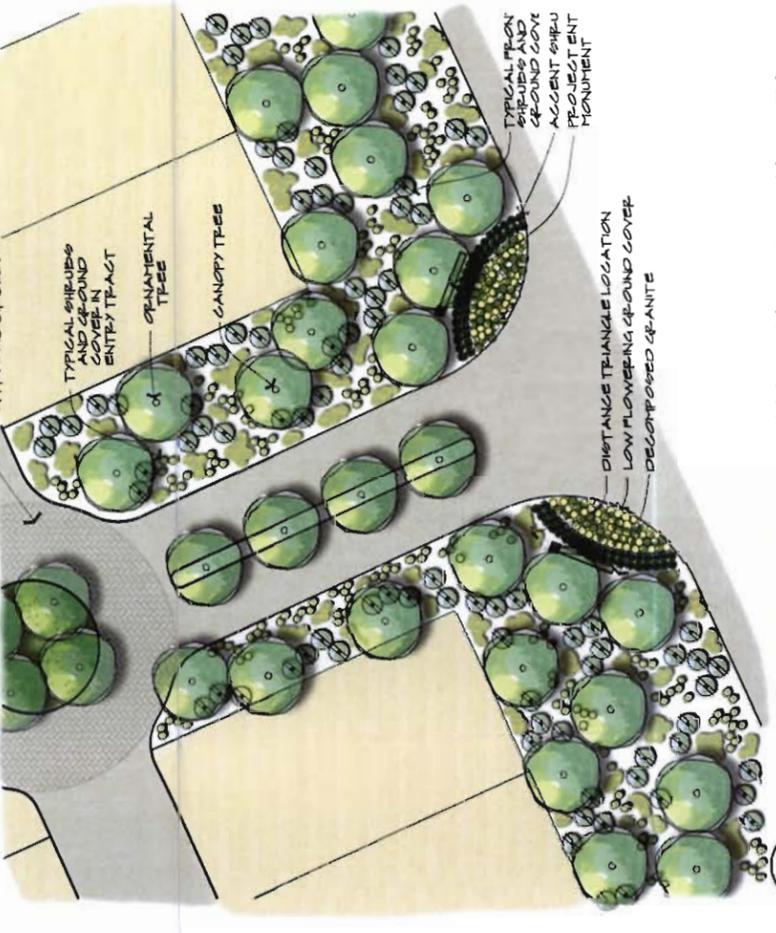
A PROJECT THEME WALL
ELEVATION
SCALE: 3/8" = 1'-0"



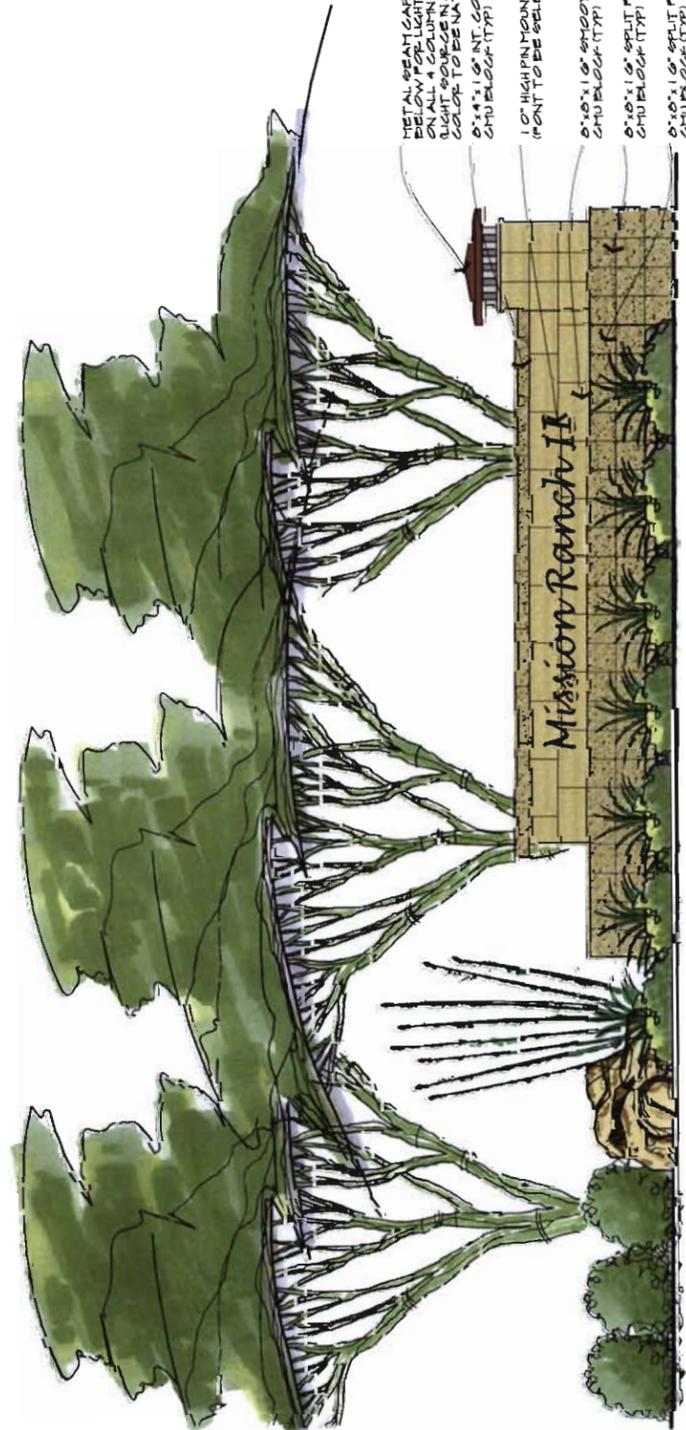
B PROJECT THEME LIGHT COLUMN
DETAIL
SCALE: 3/8" = 1'-0"



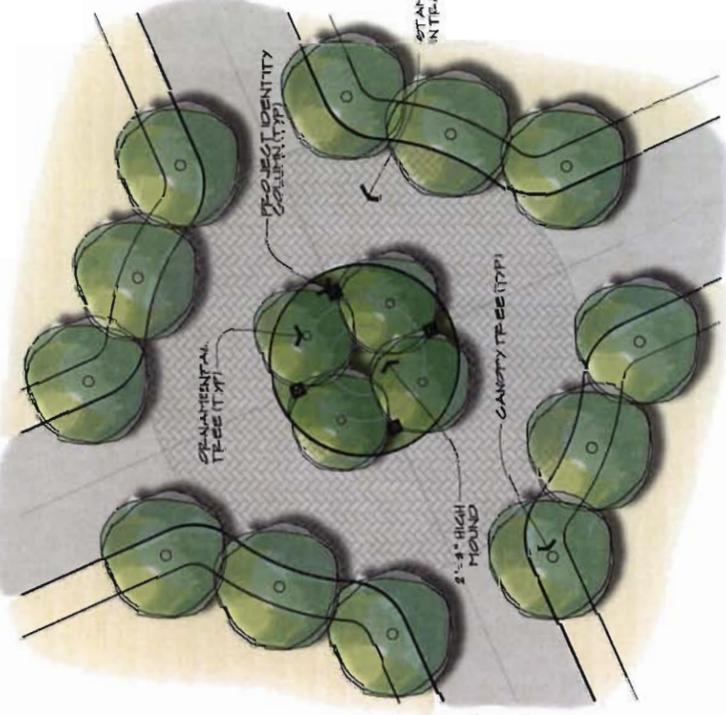
C PROJECT VIEW WALL
ELEVATION
SCALE: 3/8" = 1'-0"



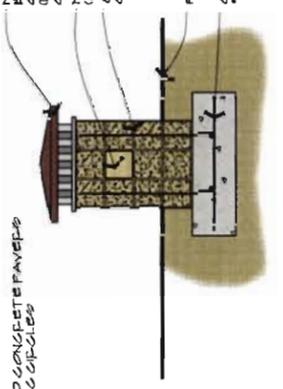
D PROJECT IDENTIFICATION/SIGNAGE MONUMENT
PLAN
SCALE: 1" = 30'



E PROJECT SIGN WALL
ELEVATION
SCALE: 1/2" = 1'-0"



F PROJECT TRAFFIC CIRCLE
PLAN
SCALE: 1" = 20'



G PROJECT IDENTITY COLUMN
DETAIL
SCALE: 1" = 20'

MISSION RANCH II

Casa Grande PRELIMINARY LANDSCAPE CONCEPT Arizona




STREETS AND PUBLIC UTILITIES

Accessibility

Principal entry into the *MISSION RANCH II* neighborhood will be from Rodeo and Peart Roads as well as Arizona Road, a collector. Residents can also travel between neighborhoods by local streets and the trail systems connecting Mission Ranch I with Mission Ranch II. Entries are strategically located for visibility of the designed open spaces and naturally designed wash and drainage ways, as well as City Engineer design requirements. Connections with future projects abutting the south and east boundaries will be provided from Arizola Road on the east and Rodeo Road along the south.

Circulation System

- **General** As noted above, a preliminary traffic study will be submitted during the preliminary subdivision plat process. Any final traffic reports and plans shall be submitted for approval by the City Engineer, prior to the approval of a final subdivision plat for this PAD.
- **Entry Alignments** A divided entry into the Mission Ranch I will be shared as a secondary access into the neighborhood retail of Mission Ranch II. Such a shared entry will reduce trips for residents as well as identify the proposed plaza with both the Mission Ranch residential and retail areas for pedestrian gathering. This shared entry also eliminates another street but adequately separates the internal residential traffic from the retail. Primary entries to the retail parcel will be designed directly from Rodeo and Peart Roads as usual. Access to the professional office parcel will be directly from the Rodeo Road arterial. It is purposely separated from residential neighborhood traffic but retains direct pedestrian or bike access from the trail system or sidewalks. The above designed access to the retail and office parcels provide opportunities for trip reduction to both local business owners and localized customers.
- **Street Names** All street names are subject to the review and approval of the City Building Division.
- **Arterial Roads** The Developer/builder will be responsible for the engineering and construction of the east half of Peart and north half of Rodeo Road adjacent to *Mission Ranch II*. A 55' half-street right-of-way (ROW) is required for the arterial roads. Such ROW shall include a 37' half street of paving to back of curb; a detached 6' stripped bike lane; and the installation of a 6' meandering sidewalk with buffering landscaping. Such roadway may be installed with phased development as approved by the City Engineer. Deceleration lanes will be provided at subdivision entries.
- **Collector Street** *MISSION RANCH II* will be responsible for the west half (30') of the proposed 60' collector of Arizola Road, along the eastern property line. The half-street improvements shall include a meandering 5' sidewalk and landscaping within the ROW; one 12' travel lane and 14' landscaped median / turn lane; a 6' bike lane; and curb and gutters. The home builder shall be responsible for the dedication, engineering and construction of this section of the road to City standards. One centrally placed local street into *Mission Ranch II*

will access the west side of this collector, as shown on the PAD Plan. A 15' landscape tract buffers the residential lots adjacent to the ROW.

- **Residential Local Streets** The developer of *MISSION RANCH II* shall construct the local 44' ROW cross sections which match those of Mission Ranch I.
- **Medians** A special street section comprised of a park-like median divides strategic entry streets into one-way half streets. Such medians shall have cross roads at appropriate locations for adequate circulation and access. See Street Section Details.
- **Pedestrian Circulation** Concrete sidewalks are planned along all roadways, and meander within arterial and collector right of ways except at intersections. The *MISSION RANCH II* provides an internal path system which will provide convenient and enjoyable pedestrian and recreational access along drainage ways and the wash. Such trails are further connected with each neighborhood by sidewalks to the homes and neighborhood parks.

PUBLIC FACILITIES

- **Public Safety** Police and Fire service will be provided to *MISSION RANCH II* by the City of Casa Grande. The City will also provide refuse collection.
- **Schools** Currently, the Casa Grande Elementary School District has indicated that students within Mission Ranch II will attend Cholla School for K-5 and Cactus Middle School for the 6th-8th grades. Casa Grande Union is the High School District for Mission Ranch residents. Letters of agreements between the developer of Mission Ranch II and the school districts are included in this guide's Appendix.
- **Operation, Maintenance and Control of Open Space and Common Facilities** The *Mission Ranch* Home Owner's Association as permitted by law will maintain all open space areas and adjacent Rights-Of-Way landscaping, except any arterial median landscaping.

DESIGN THEMES

- **Architectural Theme** Single-family residential homes for Mission Ranch II will meet all design standards and codes of the City of Casa Grande. Floor plans, elevations, materials and colors will be presented for Planning and Zoning Commission review and approval prior to any final plat approvals.
- **Landscape Theme** The landscape architecture conceptual design for *MISSION RANCH II* shall be consistent with Mission Ranch I PAD Landscape Theme and is shown in the following pages under Open Space and Landscape, indicating style, character, and materials to be used throughout the community.
- **Plant materials** The main wash through the commercial parcels and connecting with the residential component will remain natural with native species only used for adjacent enhancement. All plant material and design will be

consistent with The Mission Ranch PAD. These are native or low water use except for several turf nodes. Tracts of vegetation will soften privacy walls which face fronting lots.

- **Front Yard Landscaping** The Builders will offer the homebuyer a diversity of front yard landscape design packages, which will be installed by the builder and maintained by the homeowner. Front yard landscape packages will include a variety of drought-resistant ground covers, plants and trees and automatic irrigation systems to conserve water and be consistent with the desert environment as required by the City's PAD Standards.

OTHER DESIGN THEME (HARDSCAPE)

- **Privacy Walls** Exterior, privacy and view walls will use the following materials of concrete smooth and split-face 8" block, and stone veneers. Plant and hardscape building materials complimentary with desert colors will be used for consistency. All design theme, colors and materials will be consistent with the architectural character and the theme used in the model homes.
- **Design Elements** Traffic calming devices such as traffic circles or roundabouts, as well as entry architectural features such as monuments, shade structures, project identity columns and lighting posts, are linked with architectural design themes and materials. Low level light elements are included for safety and added drama.
- **Entries and Sign Monumentation** Entry and sign monumentation will include detailed plans to be consistent with all conceptual exhibits submitted with this PAD application and preliminary plat submittals. Wide landscaped areas, street medians, traffic circles and parkways, all combine to create a sense of arrival in Mission Ranch II. Please see attached exhibits.

SIGN DETAILS

Signs will carry the same architectural theme and design character of shade structures, entries, wall and lighting elements, and consistent with Mission Ranch I.

Prior to approval of any final subdivision plat a final signs plan shall be submitted to and approved by the Planning and Development Director

PROJECT AMENITIES

OPEN SPACE *The MISSION RANCH II* is designed to accommodate two strong open space amenities: the native wash impacting the site, and the provision of centrally placed parks, promenades, and plazas, which create the focus for traditional neighborhoods, giving them an invaluable sense of place. Mission Ranch II provides over 18% of its area in open space, including areas surrounding and connecting with the wash; significant linear parks centrally located though out the site; and 3.5 acres of landscaped open space north of Rodeo Road.

- Desert Wash and Open Spaces as Neighborhood Identity and Connections** The wash traversing the western half of both Mission Ranch I and II, the continuation of one along Peart Road, and other landscaped drainage ways create maximum visual enjoyment for every resident as they drive, ride, walk or jog through the community of Mission Ranch. The connecting streets and trails from the Mission Ranch to the north connect with Mission Ranch II through these open spaces and their access to the neighborhood retail and office plazas (approximately 2 acres) and Tract 9 and Winter Lane. These central gathering spaces will remind residents of their environment and identity as a complete community. The approximately 100' wide wash easement between the commercial and office parcels combines with the plazas and connects the 10' concrete multi-purpose trail along the west side, and a granite path along the east side, to those designed with Mission Ranch I.
- Parks and Open Space** Of the nearly 18% devoted to common open space in *Mission Ranch II*, a majority of the acres are provided in combination with drainage and retention use: three lineal parks (Tracts 5, 14, and 16) - one in each neighborhood; and the connected wash Tract 9. Significant landscape areas face or side to lots along Wildflower Lane. Streets are placed adjacent to all of these open spaces as often as possible making them more public and accessible. These spaces combine landscaping with retention and passive recreation, and more importantly, *expose the open space* to passers-by, and add a premium value to those 45 % of lots which front, back or side them! These park areas include such amenities as shade structures and picnic facilities, drinking fountain, and useable turf areas. Specific amenities are noted in the Landscape Concept Plan.
- Trails and Sidewalks** The ten foot (10') concrete wash trail ties this community together along the wash as it connects with the 4' sidewalks on the local streets. Sidewalks and trails shall be designed to AASHTO standards and ADA compliance. The compacted granite path along the east side of the main wash between the retail and office parcels provides a softer impact for joggers. These paths will provide excellent continuous walking and jogging opportunities for residents through out the Mission Ranch community.
- Traffic Calming** *MISSION RANCH II* will incorporate shorter or connecting streets and traffic calming devices to reduce internal trip lengths and provide for a safe, livable, and pedestrian friendly street scene. Traffic circles combine safe intersections and smooth traffic movement with attractive landscaped islands, while replacing the need for cul-de-sacs or dead ended streets to slow or reduce traffic. Narrowed one-way streets slow traffic along parks where children are playing, while allowing parallel parking along one side for larger gatherings such as group picnics or informal field games.
- Bike Paths** are provided for with stripped lanes in the collector and arterial right-of-ways. The multi-functional concrete path along the wash also accommodates bicycles.

Prior to approval of any final subdivision plat a final Landscape and Open Space Amenity Plan shall be submitted to and approved by the Planning and Development Director.

ON AND OFF-SITE IMPROVEMENTS (Public Utilities)

- **Sewer capacity** shall not be reserved for any parcel until a Final Subdivision Plat is approved for the *MISSION RANCH II* PAD.
- **Preliminary water and sewer reports** will be prepared with the Preliminary Plat. Water will be provided by the Arizona Water Company. Sewer access will be provided from one of the following: 1) McCartney Center line remaining capacity; 2) a sewer district formed by area property owners; or, 3) developer of Mission Ranch II will provide a line in Kortsen Road.
- **A Traffic Report** is submitted with the Preliminary Plat.
- **A Preliminary Drainage Report** for *MISSION RANCH II* is also provided with the preliminary plat. A final report will be submitted prior to final plans. These will address the single significant wash generally running north and south through the western portion of the site. The wash is designed for use in accordance with Federal 404 permitting regulations. The drainage report will be consistent with the *Determination of Potential Jurisdictional Waters of the U.S* previously filed with *Mission Ranch I*. The wash running between the commercial and office parcels will be preserved and maintained as a natural open space and recreational amenity with paths connecting the residential areas, and passive seating areas.
- **Final Reports** for Drainage, Traffic, Water and Sewer, meeting the approval of the City Engineer, are *required prior to approval of any final subdivision plats for this project*.
- **Public utilities** The City and the locally established electric, water, gas, telephone and cable companies will provide public utilities for this site. Utilities shall be placed underground unless otherwise approved by the City Council.
- **Street Lights and Hydrants** will be provided in accordance with City codes and the recommendations of the City Engineer and Fire Department.
- **Mail gang boxes** will be built within a decorative block structure meeting U.S.P.O. requirements.

Development of the Mission Ranch II PAD shall be in substantial accordance with the approved Final Development Guide, all applicable City Codes and ordinances, and all conditions required by the City Council.

PROJECT PHASING

This single-family residential development will commence with construction of sewer and water availability, drainage ways, and roadway access from Peart and Rodeo Roads and Arizola Road. The commercial and office portions will follow the residential development. The residential portion is expected to develop in a single phase. Phasing will be subject to the approval of the City Engineer and Planning Director.

MISSION RANCH II APPENDIX

RESIDENTIAL DESIGN STANDARDS FOR *MISSION RANCH II* PLANNED AREA DEVELOPMENT

The City of Casa Grande Residential Design Standards are divided into "Mandatory" and "Additional" standards for both Subdivision Layout and Architectural Standards.

A. MANDATORY PAD LAYOUT AND DESIGN STANDARDS

Mission Ranch II PAD compliance with the Mandatory PAD Layout and Design Standards are shown as follows:

1. Open Space

- *Mission Ranch II* provides 17.26 % or over nearly 8 acres of qualified open space within the residential portion of the PAD - 15% open space is required for PAD's.
- A majority of the open space is parks, and/or turfed retention areas, which include active and passive recreational improvements, including multi-use trail and tot lot.
- The natural wash running through the commercial and office portion of the PAD site will be preserved and connected with the residential portion of *Mission Ranch II* by the 10' wide, multi-purpose, concrete, meandering path in Tract 9.
- All other open space is landscaped according to a water-conserving final landscape plan.
- Accessibility - all homes of *Mission Ranch II* have access to the open spaces as it is designed specifically for public access and enjoyment. All park areas have public street frontage with sidewalks. These connect to the residential local sidewalks and collectors and arterial paths. Further, the residential portion of *Mission Ranch II* is strongly connected to the neighborhood of *Mission Ranch I* and to the neighborhood commercial and office portion of the PAD.
- Visibility – all residents view the extensive park areas as they enter and drive throughout the *Mission Ranch II* community, as the open space is designed specifically for public access and enjoyment. Also many of the homes front or side onto these large open space tracts. Many more back or side to large open space tracts 1, 2, and 9, as well as that provided behind lots along Saladino Drive, with the *Mission Ranch I* layout.
- Maintenance – all open space is maintained by the *Mission Ranch II* Home Owners Association.

2. Single-family lot sizes

- All *Mission Ranch II* residential lot s are greater than 7000 square feet.
- The minimum lot width in *Mission Ranch II* is 60'.

3. Setbacks and separations

- Unique setbacks have been established for this PAD per the development standards Table.

4. Multi-storied homes No multi-storied homes shall be built on corner or end lots;

5. Streetscapes and entrances

- Perimeter walls and walls adjacent to roadways will be decorative and constructed of one or more of the following materials: split-face block, scored block, stones or stuccoes surfaces. These walls also must

include staggers, breaks, and/or columns for vertical and horizontal relief. Final wall details are subject to the approval of the planning and Development Director.

- A minimum fifteen-foot (15') wide landscape tract shall be provided between every residential portion of a PAD and an adjacent arterial or collector right-of-way. A 15-20' wide landscape tract is provided along Arizola Road and up to approximately 80' along Rodeo Road.
- The main entrances into subdivision shall be designed to create a sense of arrival. This is accomplished in Mission Ranch II using a creative combination of landscaped medians, native landscaping, turfed parkways, special paving, monument signs, special lighting, increased landscaping, brick walls and/or stone features.

6. Front yard landscaping

- Front yard landscaping is required and must be installed by the developer/builder or their representative prior to closing. The Planning and Development Director may extend installation times to within three weeks after closing for professionally designed and installed landscaping improvements for individual lots.
- A variety of front yard landscape packages, i.e. utilize a variety of water-conserving plants, ground covers, and designs, shall be provided. A front yard landscaping as one of the standard landscape designs.
- Front yard landscape packages offered by developers/builders shall be subject to the review and approval of the Planning and Development Director.

7. School Sites

- Consideration shall be given to the need to plan for conveniently located school sites and the importance of neighborhood schools within master planned communities. No school site is required on this PAD location but the developer has provided a fee agreement with the local districts.

8. Miscellaneous

- Side yard fence returns for all interior lot walls shall extend to within ten feet of the front corner of the home.

All walls exposed to the public e.g. streets and open areas will be stained or painted the color of the primary decorative theme or perimeter walls except walls for individual home lots may be the color of the residence.

B. SELECTION of 'ADDITIONAL' REQUIREMENTS FOR PAD LAYOUT AND DESIGN' STANDARDS

Additional Standards (in addition to the Mandatory Requirements) allow developers and/or builders to choose from a list, requirements they wish to implement in their projects. The four standards below have been selected and shall apply to the entire **MISSION RANCH II PAD** development.

Additional Selected Requirements for PAD Layout and Design:

1. Numerous traffic calming devices are provided in Mission Ranch II including roundabouts with landscaped islands, narrowed one-way streets adjacent to special linear parkways; shorter blocks, and

other devices to break travel speeds and the monotony of a *conventional* straight street system. (Creative Choice)

2. *MISSION RANCH II* provides a 10' wide multi-use concrete path in Tract 9 of the residential portion of the PAD, connecting with the continued meandering 10' concrete path along the entire length of the wash through Mission Ranch I, and with the commercial and office portions of Mission Ranch II PAD.

3. *MISSION RANCH II* has provided an increased width of the required landscape tracts between residential portions of the PAD and the arterial ROW, to 80' along Rodeo Road (25' to qualify) with native landscaping and meandering sidewalks. See PAD Concept Plan.

4. Stagger front setbacks by at least three feet. Every third or fourth setback must be staggered. Setback staggers must be predetermined by the home builder. Such setbacks are accounted for in the Development Standards.

C. MANDATORY RESIDENTIAL PAD ARCHITECTURAL STANDARDS

The *MISSION RANCH II* PAD will meet Mandatory Requirements of the *Residential Design Standards for Planned Area Developments* and all applicable City Codes and is subject to the final review and approval of the Planning and Zoning Commission.

1. Floor Plans and Elevations

- A minimum of five home floor plans each with three distinct elevations is required per project and within each definitive housing price range or product type.
- Minimum of five distinct color schemes required per project and within each definitive price range or product type.
- Diversity and uniqueness in elevations and color schemes shall be demonstrated within the PAD.
- Homes with the same front elevation or color schemes shall not be located adjacent to (side by side) or across from each other.
- There shall be no more than three consecutive similar rear home elevations backing to arterials or collectors.
- Emphasis (e.g., covered front entries, covered front porches, bay windows, etc.) must be placed on the front elevations of homes. Entries must face the street.
- Emphasis must be placed on all elevations facing roadways and open space areas. Window pop-outs and/or similar architectural embellishments are required on all front, rear, and side elevations adjacent to roadways and open space areas. Additional emphasis may be required for 2-story homes.

2. Roofs

- A variety of home roofing colors, shapes, and/or textures is required per project. Typically, concrete tile shall be required for all sloped roofs; however, consideration may be given to alternative durable materials upon review of the housing product.

- Unique roof colors shall be matched to each home color scheme.
- No building within a PAD shall have roof-mounted or wall-mounted mechanical equipment. It shall be ground mounted.
- Covered patio areas should be incorporated into the architecture of the homes.
- Stuccoed patio cover columns are required. Patio roofs shall use the same materials as on the remainder of the home roof. Alternative complementary materials and designs for patio covers and columns shall be subject to the review and approval of the Planning and Development Director.

3. Garages

- All lots in Mission Ranch II have a minimum width of 60' and do not qualify for a standard side entrance.
- No garage shall extend forward of a homes livable area or covered front porch by more than 10'.
- At least one floor plan per parcel or product type shall have the livable area of the home forward of the garage.
- Front-loaded garage doors shall not exceed 50% of the house width (frontage). Where more than a two-car wide front entry can be accommodated under this requirement, the additional bay shall be architecturally designed to appear separate and distinct from the remainder of the garage. In addition, pavers or landscaping shall be used to separate the driveway for the third garage bay.

4. Additions and Modifications

- All additions to homes shall be constructed of the same building materials as the principal residence and painted to complement the home.
- Garages shall not be converted or enclosed for other uses.
- Accessory buildings shall only be located within the walled rear yards. Accessory buildings over 200 square feet in area shall be constructed to match or complement the materials and colors used on the principal residence.

Housing products for this PAD will meet Mandatory Requirements of the *Residential Design Standards for Planned Area Developments* and all applicable City Codes and is subject to the final review and approval of the Planning and Zoning Commission.

D. ADDITIONAL SELECTED REQUIREMENTS FOR PAD RESIDENTIAL ARCHITECTURE

In addition to the Mandatory residential PAD architectural standards, four of the Additional standards listed below will be selected. The selected requirements shall apply to the entire development.

Because several builders may develop different portions of Mission Ranch II, selection of Additional PAD Residential Architecture Requirements cannot anticipate currently unknown homebuilders. Therefore, floor plan, elevations, etc.,

shall be presented to the Planning and Zoning Commission for their review and approval before approval of Final Plats.

1. Incorporate a variety of durable exterior materials and finishes such as brick and stone veneers, and masonry as standard features on at least one elevation per floor plan.
2. Provide unique architectural styles for all homes within a parcel or parcels of a PAD. Depart from currently popular architectural styles to use more notably unique house styles, such as craftsman, Tudor, Spanish mission and pueblo.
3. Provide significant architectural features such as covered front entries, covered front porches, and front and corner side bay windows, as standard features on all elevations.
4. Reduce number of standard front-loaded garages. At least one floor plan per product type shall have the garage oriented towards the rear of the home as a standard feature. In addition the number of plans using side-loaded garages as standard features shall be increased from the minimum required.
5. Place emphasis on all windows by providing a variety of window shapes, sizes, and arrangements and using pop-outs and/or similar architectural embellishments on all windows.
6. Provide covered rear patios as standard features on all homes.
7. Applicant's choice: An opportunity for creativity and design innovation is provided here.

PRELIMINARY PLAT

PRELIMINARY PLAT

OF MISSION RANCH II

A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA



DEVELOPER

CARTER COMPANIES
4600 EAST SHEA BLVD.
PHOENIX, AZ 85028
CONTACT: VINCENT M. CARTER
PHONE: (602) 494-8800
FAC: (602) 867-9055

CONSULTANT

AMEC INFRASTRUCTURE, INC.
4435 E. HOLMES AVE.
MESA, ARIZONA 85206-3372
CONTACT: JOSH HANMON
PHONE: (480) 830-3700
FAC: (480) 830-3603

BENCHMARK

BRASS CAP IN HANDRAIL AT INTERSECTION OF RODEO ROAD AND PEART ROAD, SW COR. SEC. 3, T. 6 S., R. 6 E. ELEVATION = 1368.2

BASIS OF BEARING

S01°32'54"W (RECORDED) ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, T. 6 S., R. 6 E., C.A.S.F.B.M., PINAL COUNTY, ARIZONA, AS RECORDED IN - FINAL PLAT GARNET D. SLIDE 004, PINAL COUNTY RECORDER

UTILITIES

WATER: ARIZONA WATER CO.
SEWER: CITY OF CASA GRANDE
GAS: SOUTHWEST GAS
ELECTRIC: ARIZONA PUBLIC SERVICE
TELEPHONE: QWEST
REFUSE: CITY OF CASA GRANDE
CABLE TV: COX CABLE

SITE DATA

SITE GROSS AREA: 61.31 AC
SITE NET AREA: 56.26 AC
PARCELS 1 GROSS AREA: 8.59 AC
PARCELS 1 NET AREA: 8.16 AC
PARCELS 2 GROSS AREA: 5.80 AC
PARCELS 2 NET AREA: 5.46 AC
PARCELS 3 GROSS AREA: 45.46 AC
PARCELS 3 NET AREA: 42.50 AC
TOTAL LOTS: 157
DENSITY: 4.65
PROPOSED ZONING: P40

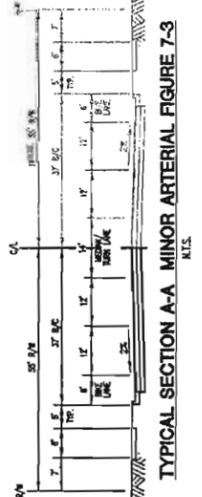
NOTES

- DESIGNER SHALL OBTAIN A LSA (LANDSCAPE ARCHITECT) FOR THE LANDSCAPE AND PREPARATION OF ALL COMMON AREAS (LANDSCAPING, COLLECTOR AND LOCAL STREET RIGHTS-OF-WAY, AND LANDSCAPING WITHIN THE ARIZONA (EXCEPT ARIZONA, MOUNTAIN VIEW AND PHOENIX) JURISDICTIONS).
- LOT DIMENSIONS ARE APPROXIMATE. FINAL LOT DIMENSIONS SHALL BE FOR THE FINAL PLAT.
- ALL UTILITIES TO BE INDICATED ON THE PLAT AND ADJUSTED TO THIS SITE.
- CONSTRUCTION SHALL BE PROVIDED FOR 1/2 OF ADJACENT MINOR ARTERIAL AND COLLECTOR STREETS.
- WATER VALVE AND FIRE HYDRANT LOCATIONS PER CITY OF CASA GRANDE AND ARIZONA WATER COMPANY REQUIREMENTS.
- ALL ROADS SHALL BE CONSTRUCTED TO MIN. CITY OF CASA GRANDE STANDARDS.
- ALL WATER LINES ARE 8" UNLESS OTHERWISE NOTED.
- ALL SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE ORDINANCES OF THE CITY OF CASA GRANDE, UTILITIES AND WATER, AND ALL APPLICABLE STATE AND FEDERAL REGULATIONS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE STANDARDS.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE STANDARDS.
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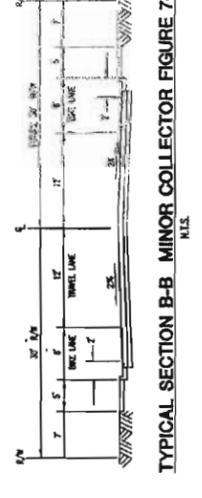
RESIDENTIAL DEVELOPMENT GUIDELINES

LOT WIDTH	LOT DEPTH	LOT AREA	FRONT YARD SETBACK	MINIMUM YARD SETBACKS	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM LOT COVERAGE
80'	117'	7,000 SF	15'	20'/15'	5'/10'	15'	20'	50%

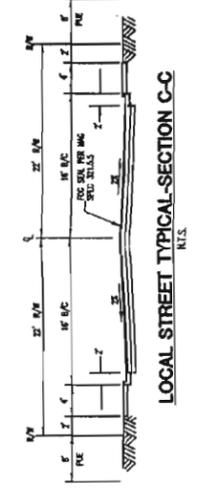
* ALL LOTS ARE GREATER THAN 6,000 SQUARE FEET.
** ALL LOTS ARE GREATER THAN 6,000 SQUARE FEET.
*** ALL LOTS ARE GREATER THAN 6,000 SQUARE FEET.



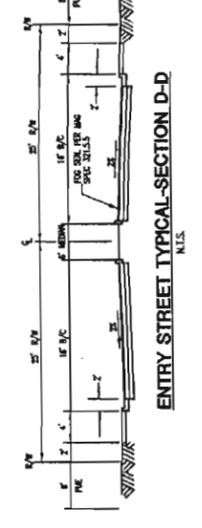
TYPICAL SECTION A-A MINOR ARTERIAL FIGURE 7-3 N.T.S.



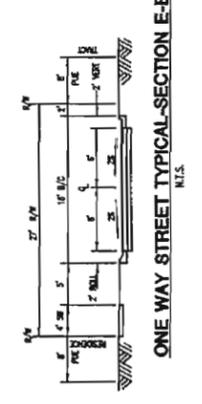
TYPICAL SECTION B-B MINOR COLLECTOR FIGURE 7-5 N.T.S.



TYPICAL SECTION C-C LOCAL STREET FIGURE 7-5 N.T.S.



TYPICAL SECTION D-D ENTRY STREET FIGURE 7-5 N.T.S.



TYPICAL SECTION E-E ONE WAY STREET FIGURE 7-5 N.T.S.

1st SUBMITTAL 5-23-05
2nd SUBMITTAL 6-29-05



AMEC Infrastructure, Inc.
4435 EAST HOLMES AVENUE
MESA, ARIZONA 85206
PHONE (480) 830-3700
FAX (480) 830-3603

PRELIMINARY PLAT
MISSION RANCH II
CITY OF CASA GRANDE, ARIZONA

PROJECT: JH
DESIGNER: SD
DRAWN BY:



PROJECT NO.
01-2005-024
SHEET NO.
1
OF 2

LOT TABLE

LOT 1	7,020.00	LOT 41	14,925.57
LOT 2	7,020.00	LOT 42	7,031.82
LOT 3	7,020.00	LOT 43	7,031.82
LOT 4	7,020.00	LOT 44	7,031.82
LOT 5	7,020.00	LOT 45	7,031.82
LOT 6	7,020.00	LOT 46	7,031.82
LOT 7	7,020.00	LOT 47	7,031.82
LOT 8	7,020.00	LOT 48	7,031.82
LOT 9	8,901.69	LOT 49	7,031.82
LOT 10	11,297.35	LOT 50	7,031.82
LOT 11	7,020.00	LOT 51	7,031.82
LOT 12	7,020.00	LOT 52	7,031.82
LOT 13	7,020.00	LOT 53	7,031.82
LOT 14	7,020.00	LOT 54	7,031.82
LOT 15	7,020.00	LOT 55	7,031.82
LOT 16	7,020.00	LOT 56	7,031.82
LOT 17	7,020.00	LOT 57	7,031.82
LOT 18	7,020.00	LOT 58	7,031.82
LOT 19	7,135.95	LOT 59	7,031.82
LOT 20	7,135.95	LOT 60	7,031.82
LOT 21	7,020.00	LOT 61	7,031.82
LOT 22	7,020.00	LOT 62	7,031.82
LOT 23	7,048.81	LOT 63	7,031.82
LOT 24	11,155.61	LOT 64	7,031.82
LOT 25	10,432.34	LOT 65	7,031.82
LOT 26	7,020.00	LOT 66	7,031.82
LOT 27	7,020.00	LOT 67	7,031.82
LOT 28	7,020.00	LOT 68	7,031.82
LOT 29	7,020.00	LOT 69	7,031.82
LOT 30	7,020.00	LOT 70	7,031.82
LOT 31	7,020.00	LOT 71	7,031.82
LOT 32	7,020.00	LOT 72	7,031.82
LOT 33	7,020.00	LOT 73	7,031.82
LOT 34	7,020.00	LOT 74	7,031.82
LOT 35	7,128.27	LOT 75	7,031.82
LOT 36	7,020.00	LOT 76	7,031.82
LOT 37	7,020.00	LOT 77	7,031.82
LOT 38	7,020.00	LOT 78	7,031.82
LOT 39	7,020.00	LOT 79	7,031.82
LOT 40	7,572.61	LOT 80	7,031.82

TRACT TABLE

LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)

TRACT 1	1.67	Ac	LS/RET/OS	7,031.58
TRACT 2	0.82	Ac	LS/RET/OS	7,031.82
TRACT 3	0.07	Ac	LS	7,139.94
TRACT 4	0.07	Ac	LS	7,031.82
TRACT 5	0.52	Ac	LS/RET/OS	7,593.92
TRACT 6	0.07	Ac	LS	7,031.82
TRACT 7	0.05	Ac	LS	7,257.62
TRACT 8	0.20	Ac	LS/OS	7,257.62
TRACT 9	0.05	Ac	LS/OS	7,249.21
TRACT 10	0.05	Ac	LS	7,031.82
TRACT 11	0.07	Ac	LS	7,031.82
TRACT 12	0.07	Ac	LS	7,031.82
TRACT 13	0.21	Ac	LS/OS	7,031.82
TRACT 14	0.51	Ac	LS/RET/OS	7,126.90
TRACT 15	0.35	Ac	LS/RET/OS	7,144.13
TRACT 16	0.03	Ac	LS	7,144.13
TRACT 17	0.03	Ac	LS	7,144.13
TRACT 18	0.03	Ac	LS	7,144.13
TRACT 19	0.05	Ac	LS	7,020.00
TRACT 20	0.26	Ac	LS/RET/OS	7,020.00
TRACT 21	0.05	Ac	LS	7,020.00

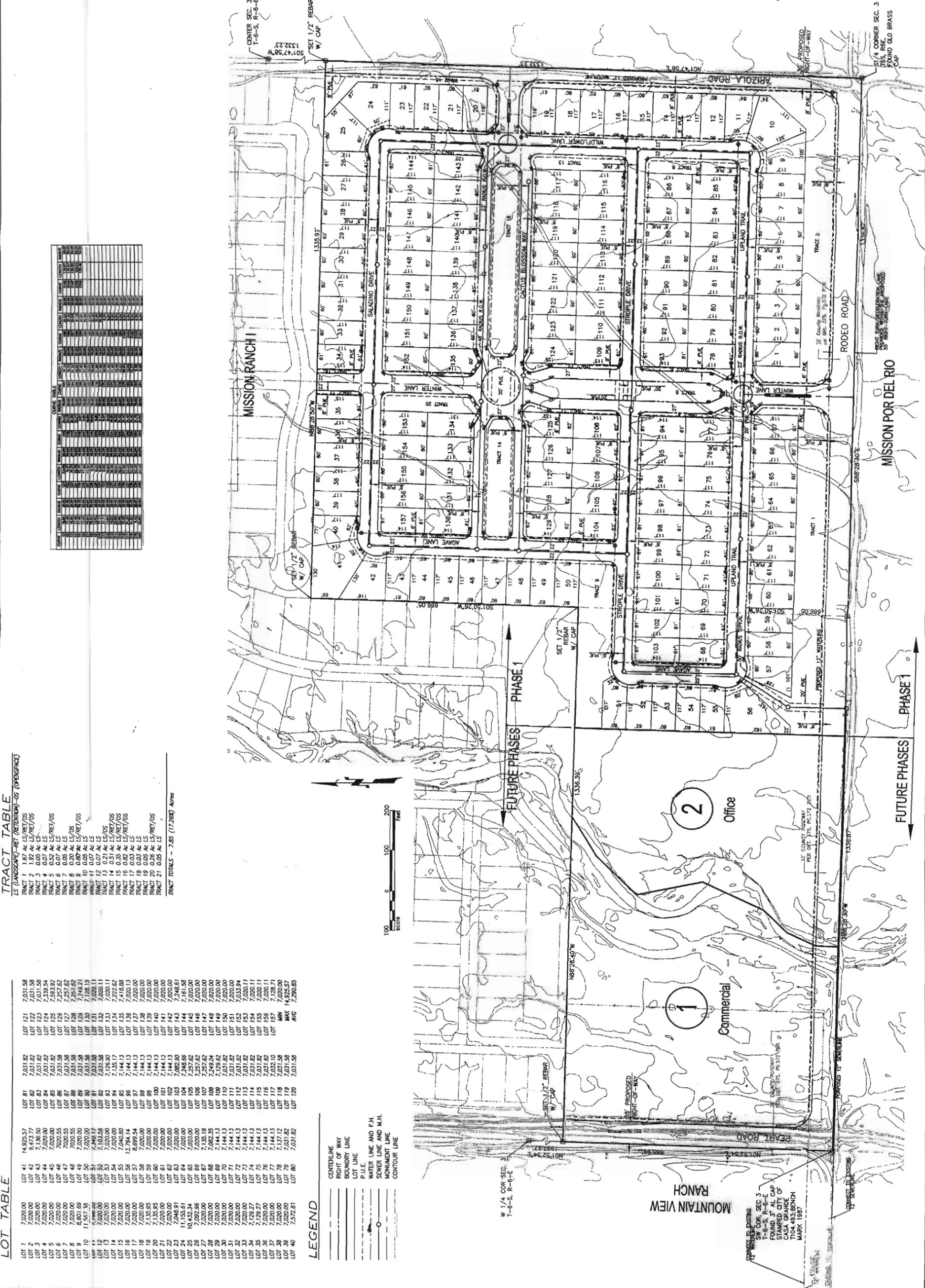
TRACT TOTALS - 7.65 (17.28%) Acres

TRACT	AREA	PERCENT	REMARKS
TRACT 1	1.67	2.22%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 2	0.82	1.10%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 3	0.07	0.09%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 4	0.07	0.09%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 5	0.52	0.69%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 6	0.07	0.09%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 7	0.05	0.07%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 8	0.20	0.27%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 9	0.05	0.07%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 10	0.05	0.07%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 11	0.07	0.09%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 12	0.07	0.09%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 13	0.21	0.28%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 14	0.51	0.68%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 15	0.35	0.46%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 16	0.03	0.04%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 17	0.03	0.04%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 18	0.03	0.04%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 19	0.05	0.07%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 20	0.26	0.34%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TRACT 21	0.05	0.07%	LS (LANDSCAPE)-REI (RETENIUM)-OS (SPRINGS)
TOTAL	7.65	10.17%	

MISSION RANCH II
PRELIMINARY PLAT
 PROJECT: MISSION RANCH II
 CITY OF CASA GRANDE, ARIZONA
 4435 EAST HOLMES AVENUE
 MESA, ARIZONA 85206
 PHONE (480) 830-3700
 FAX (480) 830-3903
AMEC Infrastructure, Inc.

DESIGNER: JH SD
 DRAWN BY: SD

PROJECT NO. 01-2005-024
 SHEET NO. 2 of 2



LOT TABLE

TRACT TABLE

LEGEND

- CENTERLINE
- RIGHT-OF-WAY
- BOUNDARY LINE
- LOT LINE
- P.U.E.
- WATER LINE AND F.H.
- SEWER LINE AND M.H.
- MONUMENT LINE
- CONTOUR LINE

SCHOOL DISTRICT LETTERS

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made as of this 28th day of June, 2005, by and between **CASA GRANDE HIGH SCHOOL DISTRICT NO. 82 OF PINAL COUNTY, ARIZONA**, a political subdivision of the State of Arizona (the "District"), and **Rodeo/Peart, L.L.C.**, an Arizona Limited Liability Company, its successors-in-ownership and assigns ("Builder").

RECITALS:

A. Builder represents the owner of certain real property in Casa Grande, Arizona (the "City"), commonly known as "**Mission Ranch II**" and incorporated herein by this reference (the "Property"). Builder intends to develop the Property for commercial and residential use in accordance with a Development Agreement between **Rodeo/Peart, L.L.C.**, an Arizona Limited Liability Company, and the City of Casa Grande.

B. The proposed development of the Property by Builder will increase the population of students attending high schools within the District and the District is requesting the donation of a school site or in the alternative payment of fees in lieu thereof, from Builder to insure the accommodation of additional students attending such schools.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and **Rodeo/Peart, L.L.C.**, intending to be legally bound, agree as follows:

1. Payment of Donation by Builder to the District. Subject to the terms and conditions of this Agreement, **Rodeo/Peart, L.L.C.**, for itself and its successors-in-ownership and assigns, including, without limitation, any affiliate of Builder and any homebuilder initially constructing single family residential units on the Property (a "**Dwelling Unit**"), agrees to pay to the District \$800.00 for each Single Family Dwelling Unit and \$400.00 for each Multi Family Dwelling Unit initially constructed on the Property ("**Donation**"). The homebuilder shall make payment of calculated Donations as required under this Paragraph 1 with 50% due no later than 30 days after the final plat approval and 50% no later than 12 months thereafter, and the homebuilder shall contribute all Multi Family Dwelling donations within 30 days of the issuance of Certificates of Occupancy by the City. All Donations shall be submitted to the District at the address listed in Paragraph 7 below. No Donation shall be payable in connection with any reconstruction or subsequent construction of a Dwelling Unit on a particular portion of the Property after the Donation for such portion of the Property has been initially paid.

2. Future Development Fees. The parties acknowledge that **Rodeo/Peart, L.L.C.** contribution of the Donations to the District in accordance with the terms and conditions of this Agreement are intended to satisfy any and all obligations of Builder (in connection with **Rodeo/Peart, L.L.C.** development of the Property) to facilitate the acquisition, development, construction and/or improvement of any and all public school facilities within the District and to address the anticipated impact of **Rodeo/Peart, L.L.C.** development of the Property on the District. Notwithstanding any provision in this Agreement to the contrary, if at any time in the future, any federal, state, county, municipal or other governmental or quasi-governmental authority with jurisdiction over the Property imposes any development fee, donation, dedication requirement, exaction or similar fee or charge on the Property (individually, a "Development Fee" and collectively, the "Development Fees") through the exercise of either its police power or its taxing power (other than secondary real estate taxes, general obligation bonds and school district override elections) in connection with or related to the acquisition, development, construction and/or improvement of public school facilities within the District, then either or both of the following shall be applicable:

(a) If the Development Fee for a Dwelling Unit is greater than the Donation for such Dwelling Unit, the Development Fee shall be deemed to satisfy **Rodeo/Peart, L.L.C.** obligations under Paragraph 1 and no Donation shall be due and payable by Builder to the District (but the remainder of this Agreement shall continue in full force and effect); or

(b) If the Development Fee for a Dwelling Unit is less than the Donation for such Dwelling, Builder will receive a credit against the Donation in the amount of the Development Fee and Builder shall only be obligated to pay the District an amount equal to the difference between the Development Fee and the Donation.

3. Effectiveness of Agreement. This Agreement shall not be effective and shall not inure to the benefit of or bind Builder or the District or their successors-in-ownership and assigns unless and until the PAD Plan, in form and substance satisfactory to **Rodeo/Peart, L.L.C.**, has been properly approved by the applicable governmental authority and any and all ordinances and resolutions approving the PAD Plan are final.

4. The District's Representations and Warranties. The District represents and warrants to **Rodeo/Peart, L.L.C.**, which constitute a material part of the consideration hereunder, as follows:

(a) The District is a political subdivision of the State of Arizona, duly organized, validly existing and in good standing under the laws of the State of Arizona.

(b) The District has the power and authority to enter into and to perform its obligations under this Agreement. The execution and delivery of this Agreement and performance by the District of its obligations under this Agreement have been duly authorized by all necessary actions.

(c) This Agreement has been duly executed and delivered by the District and constitutes the legal, valid and binding obligations of the District, enforceable against the District in accordance with its terms.

(d) The execution and delivery of this Agreement and the performance of the terms herein by the District (i) will not conflict with or result in a violation of any applicable Arizona law or rule affecting the District; (ii) will not conflict with or result in a violation of any judgment, order or decree of any court or governmental agency of the State of Arizona to which the District is a party or by which it is bound; (iii) will not violate the terms of any instrument, document or agreement, to which the District is a party or by which it or any of its property is bound, or (iv) conflict with, result in a breach of or constitute a default under any such instrument, document or agreement to which the District is a party or by which it or any of its property is bound.

(e) No consent, license, approval or authorization of any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity and enforceability of this Agreement by or against the District, except those that have previously been obtained.

5. **Rodeo/Peart, L.L.C. Representations and Warranties.** Builder represents and warrants to, and acknowledges that, the District, which constitute a material part of the consideration hereunder, as follows:

(a) Builder is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Arizona.

(b) Builder has the limited liability company power and limited liability company authority to enter into and to perform its obligations under this Agreement. The execution and delivery of this Agreement and performance by Builder of its obligations under this Agreement have been duly authorized by all necessary action.

(c) This Agreement has been duly executed and delivered by Builder and constitutes the legal, valid and binding obligations of **Rodeo/Peart, L.L.C.**, enforceable against Builder in accordance with its terms.

(d) The execution and delivery of this Agreement and the performance of the terms herein by Builder will not violate the terms of any instrument, document or agreement, to which Builder is a party or by which it or any of its property is bound, or (iv) conflict with, result in a breach of or constitute a default under any such instrument, document or agreement to which Builder is a party or by which it or any of its property is bound.

6. Default and Remedies. In the event of any default under this Agreement, the non-defaulting party shall have all rights and remedies provided at law or in equity, including, without limitation, specific performance and injunctive relief. Builder acknowledges that the District intends to rely upon the promises and agreements made in this Agreement in formulating its plan for growth and in many other regards. Builder agrees that the District shall have the right to enforce the promises and agreements made by Builder in this Agreement in any manner permitted by applicable law.

7. Notices. Any and all notices, consents or other communications required or permitted by this Agreement shall be given in writing and telecopied, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express, Airborne, U.P.S. or other similar nationally recognized overnight courier, or by facsimile transmission with confirmation receipt addressed as follows:

To Developer: Vincent Carter, Manager
Rodeo/Peart, L.L.C.
4600 East Shea Boulevard, Suite #203
Phoenix, AZ 85028
602-494-8800
602-867-9095

To the District: Casa Grande High School District No. 82
1362 N. Casa Grande Ave
Casa Grande, Arizona 85222
ATTN: Nancy M. Pifer, Superintendent
Tel.: 520-836-5092
Fax: 520-316-3352

or at any other address or telecopier number designated by any party hereto in writing. Any notice or communication shall be deemed to have been delivered and received (i) as of the date of receipt, if sent by telecopier (with written confirmation of error-free transmission) on or before 5:00 p.m., Phoenix time, (ii) as of the next day after receipt, if sent by telecopier (with written confirmation of the date and time of transmissions and receipt) after 5:00 p.m., Phoenix time; (iii) the date of delivery, if hand delivered or sent by nationally recognized overnight courier; (iv) 3 days after the date of mailing.

8. General.

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the District or Builder of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

(b) Attorneys' Fees. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach of default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, with the fees to be set by the court and not by jury.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

(d) Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

(e) Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon Builder and the District and their successors-in-ownership and permitted assigns. Upon the conveyance of all or any portion of the Property by Builder or its successors-in-ownership or assigns and the assumption by such transferee of the obligations of Builder hereunder with respect to the portion of the Property conveyed, Builder or its successors-in-ownership or assigns, as the case may be, shall be relieved of any future liability or obligations under this Agreement with respect to the portion of the Property conveyed, but shall not be relieved or released from any liabilities or obligations incurred during the period of its ownership of the Property. The rights, privileges, duties, obligations and liabilities under this Agreement shall be enforceable at law and in equity. The liabilities and obligations of Builder and its successors-in-ownership and assigns are several obligations, and not joint and several obligations, and may only be enforced against the owner of the Property then in default, and, notwithstanding any default by the owner of a portion of the Property, this Agreement shall remain in full force and effect with respect to the other owners of the Property.

(f) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Builder and the District. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

(h) Amendment. No change or additions may be made to this Agreement except by a written amendment executed by the parties hereto.

(i) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona.

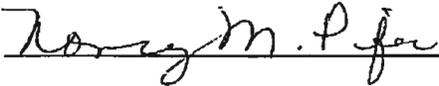
(j) Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511 or any successor statute.

(k) Recording. No later than ten (10) days after this Agreement has been executed by the District and **Rodeo/Peart, L.L.C., Inc.**, it shall be recorded in its entirety by the District with the Pinal County Recorder of Pinal County.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

DISTRICT:

**CASA GRANDE UNION HIGH SCHOOL #82
OF PINAL COUNTY, ARIZONA**, a political
subdivision of the State
of Arizona

By: 

Name: Nancy M. Pifer

Title: Superintendent

Builder:

Rodeo/Peart, L.L.C., an
Arizona Limited Liability Company

By: 

Name: Vincent Carter

Title: Managing Member