



*The Estates at*  
**Amber Waves**

**Planned Area Development (PAD)  
Preliminary Development Plan &  
Development Guide**

Date: August 25, 2005  
Rev: September 16, 2005  
Rev: November 21, 2005

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Preliminary Development Plan & Development Guide**

**DESCRIPTION:**

The PAD site, located in the City of Casa Grande, consists of approximately 160 acres situated on the southeast corner of Earley Road and Overfield Road.

**SUBMITTED TO:**

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# *The Estates at Amber Waves*

## **Planned Area Development (PAD)**

### **Preliminary Development Plan & Development Guide**

#### **I. INTRODUCTION**

##### **A. SUMMARY**

In May 2005, planning efforts began for The Estates at Amber Waves Development (PAD), a residential community incorporating open space and recreational areas for residents, as well as neighborhood commercial to serve the Casa Grande community. The PAD site, located in eastern Casa Grande (Exhibits 1 and 2), in the path of quality new development in the City, consists of approximately 160 acres situated south of Earley Road between Overfield Road and Buckshot Avenue. The purpose for this request is for a zone change from UR (Urban Ranch) to the PAD zoning district to facilitate the development of single-family residential lots. The PAD option was chosen as it provides one of the best planning structures for creating a unified and physically cohesive community by producing a general master plan with built-in flexibility; which is essential for a sustainable community to grow in accord with changing demographics and market trends.

This PAD rezoning application is being submitted concurrently with the corresponding Preliminary Plat for the City of Casa Grande development review Staff's evaluation. The development schedule for this project anticipates the two cases being scheduled for a Planning and Zoning Commission hearing as soon as possible; in order for the project to be zoned and attain Preliminary Plat approval by the end of December 2005.

This PAD Development Guide provides detailed provisions for the following sections:

- The Development Plan. This section includes the proposed land uses, intensities, phasing, and information regarding service and infrastructure.
- The Development Requirements. This section specifically defines the different residential and recreational development standards. Zoning standards are also established in this section.
- The Design Guidelines. This section establishes the general desired character of future development within the PAD. They include landscape, architectural and commercial design guidelines.

## B. PROJECT LOCATION AND DESCRIPTION

1. **Subject Property History.** The Property is located in an agricultural area where the primary land usage has historically been agriculture (Exhibit 3). If there are any existing irrigation ditches on site in which the removal will affect adjoining properties, coordination efforts will be made with the irrigation district to remove or tile as necessary.

2. **Existing Uses / Zoning / General Plan Designations.** Exhibit 4 graphically details the existing zoning and current land uses on the Property. As shown on this exhibit, the current zoning for the Property is UR (Urban Ranch) and the current land use is agriculture. The Property was recently annexed into the City of Casa Grande per Ordinance No. 2321.

The Casa Grande General Plan (Appendix) designation for the Property is Low Density Residential (1 - 4 DU/AC). This designation is consistent with this request for PAD zoning, which will allow for a maximum overall residential density of 4.0 DU/AC. However due to the Salt River Project Power Line Easement, a reduced achievable density of 3.0 DU/AC is proposed at this time.

3. **Surrounding Land Uses / Surrounding Zoning.** The surrounding uses and zoning designations are depicted within the Appendix and Exhibit 4 and are generally as follows:

a. Surrounding Land Uses (Appendix)

<u>North</u>	<i>Existing:</i>	Low Density Residential (Casa Grande General Plan), Post Ranch Planned Area Development
<u>South</u>	<i>Existing:</i>	Low Density Residential (Casa Grande General Plan)
<u>West</u>	<i>Existing:</i>	Low Density Residential (Casa Grande General Plan), proposed Eagle Meadows Planned Area Development
<u>East</u>	<i>Existing:</i>	Transitional (Pinal County Comprehensive Plan)
	<i>Future:</i>	Low Density Residential (Casa Grande General Plan), proposed EJR Ranch PAD

b. Surrounding Zoning (Exhibit 4)

<u>North</u>	<i>Existing:</i>	PAD (Planned Area Development)
<u>South</u>	<i>Existing:</i>	GR (General Rural)
	<i>Future:</i>	PAD (Planned Area Development)

West      *Existing:* UR (Urban Ranch)  
*Future:* PAD (Planned Area Development)

East      *Existing:* PAD (Planned Area Development) w/  
multiple zoning

**4. Tax Assessor Parcel Number.** The tax parcel number for the Property is 401-18-00200. The Property is classified by the County Assessor's office as AG / Vacant land (Appendix and Exhibit 5).

## II. DEVELOPMENT PLAN

### A. PROPOSED LAND USE AND ZONING PLAN

**1. Proposed Uses and Intensities.** Mr. Cardon and the Cardon Group are known in the State of Arizona and throughout the western United States, for a unique vision of family oriented communities. Mr. Cardon grew up in the East Valley and has fond memories of visits to Casa Grande. He is personally very pleased to be able to create something special to "give back" to the community of Casa Grande and looks forward to a long term relationship with the City in creating this family-friendly community.

The vision for The Estates at Amber Waves is a successful community that is designed to connect and integrate proposed land uses with meaningful open space to provide a strong community theme. The community is designed to integrate and address site constraints such as the Salt River Project Power Line Easement and the El Paso Natural Gas Easement, and turn them into amenities for the project and the community at large while creating an exceptional master planned community for present and future generations. The project site is located at the Urban Fringe as identified on the 2010 General Plan, a location that sets the standards for the region's expansion. Projects within the Urban Fringe typically require guidance for controlled and orderly growth. The Estates at Amber Waves property is located immediately south of the major traffic corridor of Casa Grande—Florence Highway (SR 287). With Mission Royale, Post Ranch, Eagle Meadows, and other master planned communities being developed and proposed between Interstate 10 and The Estates at Amber Waves property, as well as EJR Ranch adjacent to the subject property's eastern boundary, The Estates at Amber Waves property is one of the most logical parcels to develop in the Casa Grande growth sequence. The surrounding growth has been integral in shaping The Estates at Amber Waves PAD. The Estates at Amber Waves land use plan will ultimately integrate commercial uses with single family housing woven together with greenbelts, open space, and community amenities.

This approximately 160 acre property will develop over time into a mixed-use master planned community (Exhibits 6 – 14). The majority of the project will be developed in low density residential villages. As part of the development a commercial land use has

been located at the southeast corner of Earley Road and Overfield Road, in order to serve as a community and neighborhood commercial corner. All uses at The Estates at Amber Waves are focused around an internal greenbelt system and / or open space areas.

In addition to the General Plan’s Urban Fringe requirements, the development’s target density of 4.0 DU/AC will fit into the overall Casa Grande vision for this area. The Casa Grande General Plan 2010 designates the property as Low Density Residential (1 - 4 DU/AC). The proposed request of 3.0 DU/AC is consistent with this range. As required by Growing Smarter, compact development will promote efficient land uses and lower cost of municipal services. The Estates at Amber Waves PAD meets this planning initiatives intent.

A Pre-Annexation and Development Agreement (Appendix) was approved by Council and allows for a maximum overall residential density of 4.0 DU/AC for the property. However due to the Salt River Project Power Line Easement, a reduced achievable density of 3.0 DU/AC is proposed at this time.

The open space system proposed for The Estates at Amber Waves development is a significant component in the creation of a successful and attractive master planned community. As such, this PAD proposes a network of open space corridors, which are referred to as greenbelts, open space, and pocket parks. The greenbelt and open space system will link all components of the community. Land set aside as developed or undeveloped open space will account for approximately 18 percent of the entire The Estates at Amber Waves PAD. The land use concept of The Estates at Amber Waves PAD presents a balanced community. All of the land use elements are integrated at The Estates at Amber Waves.

Future marketing studies will determine the targeted demographic population for the proposed community. The following tables demonstrate that The Estates at Amber Waves PAD presents a balanced residential community that focuses on a community open space linkage system that allows a visible and safe corridor to homes, parks, and the Salt River Project Power Line Easement.

**TABLE 1 - LAND USE AND ZONING**

<b>PARCEL DESIGNATION</b>	<b>PROPOSED ZONING</b>	<b>LAND USE</b>	<b>GROSS ACREAGE</b>
<b>UR (Urban Ranch)</b>	<b>PAD</b>	<b>Low Density Residential (1 – 4 DU/AC)</b>	<b>+/-160</b>

**TABLE 2 - PAD QUANTITATIVE DEVELOPMENT**

<b>Total Gross Area .....</b>	<b>+/-160 Acres</b>
<b>Minimum Open Space .....</b>	<b>15% (24 Acres)</b>
<b>Proposed Open Space Area.....</b>	<b>18% (29 Acres)</b>
<b>Total Number of Dwelling Units Allowable.....</b>	<b>640 DU</b>
<b>Total Number of Dwelling Units Proposed.....</b>	<b>486 DU</b>
<b>Total Area of Residential Development (Less Open Space).....</b>	<b>126 Acres</b>
<b>Total Area of Commercial Development .....</b>	<b>5.0 Acres</b>
<b>MAXIMUM OVERALL DENSITY ALLOWED.....</b>	<b>4.0 DU/AC</b>

**TABLE 3 - PAD DENSITY CALCULATION**

<b>Total Number of Dwelling Units Proposed.....</b>	<b>486 DU</b>
<b>Total Gross Area .....</b>	<b>+/-160 Acres</b>
<b>PROPOSED DENSITY .....</b>	<b>3.0 DU/AC</b>

**2. Phasing Program.** The project is proposed to be developed from north to south. The phasing plan is preliminary at this time and is subject to modifications depending on market conditions and absorption rates. A more detailed phasing plan meeting the approval of the City of Casa Grande Engineer and Planning and Development Director will be established during the Final Plat review process. As is depicted in Exhibit 16, it is anticipated that The Estates at Amber Waves PAD will be developed in approximately six phases. A General Plan Amendment may be submitted at some point following the approval of The Estates at Amber Waves PAD in order to expand commercial land uses within the property.

**3. Benefits and Advantages for Casa Grande.** The Estates at Amber Waves PAD will meet the need for single family residential housing and commercial uses in Casa Grande as its population continues to grow. The project will provide housing, recreation, and employment opportunities within Casa Grande. Therefore The Estates at Amber Waves development will increase the tax base without creating large infrastructure costs; will provide a master planned community that will

allow for growth in accordance with the Casa Grande General Plan; and will allow for efficient use of transportation infrastructure. The Estates at Amber Waves also has an agreement with the City to reserve 0.22 mgd's in the Mission Royale Sewer line for future service so this site has clearly been anticipated for growth by the City (Appendix).

**4. City of Casa Grande General Plan Conformance.** The Estates at Amber Waves PAD is in conformance with the City of Casa Grande General Plan as mentioned earlier. The project is utilizing the "Low-Density" designation, which allows a gross target density on a project wide basis. The Estates at Amber Waves PAD has been drafted to meet those requirements.

The Casa Grande General Plan indicates that the site is appropriate for Low-Density Residential (1 – 4 DU/AC) uses. The Estates at Amber Waves' proposed density of 3.0 DU/AC conforms to the land uses and land use policies of the Casa Grande General Plan as follows:

- As a master planned project, The Estates at Amber Waves will deliver a diverse housing product within one community.
- Paths, pocket parks, and greenbelt open space will be an integral part of The Estates at Amber Waves.
- Multi-modal transit facilities will be provided as needed to allow inter and intra-transit for The Estates at Amber Waves and the City of Casa Grande.
- The path and trail system within The Estates at Amber Waves will provide local and regional connections.
- The Estates at Amber Waves has minor arterial roads on two sides, Earley Road to the north and Overfield Road to the west. A preliminary traffic study illustrates that said roads are sufficient to serve the project while continuing to serve the community at large at an acceptable level.
- The water and wastewater solutions for The Estates at Amber Waves and the City assure that the proposed uses will not diminish the assured water supply nor will it diminish the ability to convey and treat wastewater.
- An integrated landscape theme will be developed throughout the project. The quality and consistency of the landscape will be assured through maintenance by the HOA.
- The Estates at Amber Waves has standards that meet the intent of the PAD Residential Design Standards of the City.
- Though not required by the General Plan, The Estates at Amber Waves will provide a major linear greenbelt system with regional open space links.

Due to the unique nature of The Estates at Amber Waves development as a master planned community incorporating a range of lot sizes, various housing types, commercial uses, and integrated open space, as well as the fact it is also within the Urban Fringe, a maximum overall density of no more than 4.0 DU/AC has been requested, however due to the Salt River Project Power Line Easement, a reduced achievable density of 3.0 DU/AC is proposed at this time. The City of Casa Grande General Plan 2010

recommends a maximum density of 4.0 DU/AC within the Urban Fringe. The increased open space and the unique master plan of The Estates at Amber Waves development, the multiple easement constraints, plus the surrounding properties' likelihood of residential development justifies a slight increase in the target density.

**B. HILLSIDE PRESERVATION**

**TABLE 4 - SLOPE ANALYSIS**

<b>SLOPE CATEGORY</b>	<b>AREA (AC)</b>
<b>0-5 Percent</b>	<b>+/-160</b>
<b>Over 5 Percent</b>	<b>0*</b>

\* No land within the boundaries of The Estates at Amber Waves Development is designated as hillside.

**C. SERVICES/INFRASTRUCTURE**

**1. Water.** The domestic water supply for The Estates at Amber Waves will be provided by Arizona Water Company. Arizona Water Company currently does not have a "Certificate of Assured Water Supply" which covers their service area for The Estates at Amber Waves. Each project is required to file individual applications with the Arizona Department of Water Resources for Assured Water Supply. An application for this project is currently in progress.

The probable point of connection is the existing (proposed by Post Ranch) 12" diameter main in Earley Road. The main extension will be a 12" diameter main and will serve the entire project. The 12" diameter main will end at the southwest corner of the project. Residential units will be designed with 1000 gpm fire flow and the commercial with 1500 gpm fire flow per National Fire Code standards.

The preliminary design indicates that The Estates at Amber Waves will have water main sizes varying from 6" diameter to 12" diameter in order to insure adequate fire protection. The fire protection requirement is much greater than the required peak daily flow, which is why all design is based upon fire flow requirements.

**2. Wastewater.** Wastewater treatment will be provided by the City of Casa Grande. Per the Municipal Services section within the Pre-Annexation and Development Agreement, the City warrants that the property is located within its sewer service area and the City has or shall, at the City's expense, secure sufficient sewer capacity and agrees to provide sewer service necessary to serve the property with 0.22 mgd of capacity during and after completion of development. Until such time that the City can provide the property with its sewer service, the property may construct a Package Plant (subject to the City standards) that shall be adopted and sewer stub outs at locations determined by the City's Engineer as an interim sewer solution; provided that such Package Plant is constructed in accordance with the Casa Grande requirements in place at the time of permitting.

The Owners and City are parties to the Sewer Capacity Reservation Agreement, dated March, 2005, identified as C.G. Contract No. 305-12, pursuant to which, the Owners have agreed to pay \$230,400.00 for 0.22 mgd of capacity in the Mission Royale Offsite Sewer (Appendix).

The Estates at Amber Waves' sanitary sewerage facilities will provide service to approximately 486 homes within the development. Design wastewater flows will be based on an average household size of 2.8 persons per household and an average unit flow of 100 gallons per day per person. The Estates at Amber Waves wastewater facilities will be designed and constructed in accordance with Arizona Administrative Code Title 18, Chapter 5 and with approval of the City of Casa Grande.

The site is relatively flat and the slopes from the southeast to northwest at about 0.14 percent.

Sanitary sewer service for The Estates at Amber Waves will be provided by an on-site collection system. Wastewater generated on-site will be conveyed within the collection system to the 18" line along Earley Road to be constructed by the Post Ranch Development. The 18" sewer line along Earley Road which continues down Overfield Road was designed to handle this quarter section of lots plus additional proposed developments to the south. The collection system will be a gravity flow system consisting of 8" and 10" diameter pipes and related manholes.

**3. Other Utilities and Services.** All utilities, including electricity (except lines exceeding thirteen KV capacity) and telephone, which are on the site of the development property, including those on land which will be dedicated to public use as part of the development; and those utilities lines which must be extended to provide such utility services to the development property from an end point outside the development property lines except those lines along arterial or collector streets; shall be installed underground except as approved by City Council (City of Casa Grande 17.40.020.P). The utilities that will serve the properties are as follows:

Electric:	Electrical District #2
Gas:	Southwest Gas Company
Telephone:	Qwest Communications
Police:	City of Casa Grande
Fire/Emergency:	City of Casa Grande
Sanitation Collection:	City of Casa Grande

**4. Salt River Project Power Line Easement.** Salt River Project (SRP)'s SEV 500kV Transmission Project is anticipated to impact the northern portion of The Estates at Amber Waves project adjacent to Earley Road. SRP has been allocated a corridor in this area with a width of 1,000 feet (500 feet on each side of the section line). The final width of the SRP easement south of the Earley Road right-of-way will be 160 feet, and 500kV SRP lines are to be placed within the easement. The Arizona Corporation Commission's permitting for the SEV 500kV Transmission Project has

recently taken place. However, the exact location of the 160 foot easement and SRP lines within the corridor has not been decided upon. The SRP Project Engineer estimates the SRP right-of-way will be located adjacent to the road right-of-way. The Preliminary Development Plan included with this PAD submittal represents SRP's size and estimated location of the easement. Final documentation of the size and location of the SRP easement will be forwarded to the City of Casa Grande as a soon as it is received from SRP.

**5. El Paso Natural Gas Easement.** There is an existing high-pressure gas line located in the northeastern corner of the site. Any and all proposed construction within the easement will have to be approved by El Paso Natural Gas Company. In addition, prior to any construction the line must be physically located, both horizontally and vertically with an El Paso Natural Gas Company representative on site.

**6. Grading and Drainage Concept.** According to the Federal Emergency Management Agency Insurance Rate Map, Community Panel Number 040077 0950 C the Property is classified as Flood Zone C which is defined as "Areas of minimal flooding. (No shading)" (Exhibit 17).

The grading and drainage concept for The Estates at Amber Waves consists of providing retention basins within the proposed open space areas as required. The property will be graded to drain toward the retention basins. The streets will be designed per the City of Casa Grande criteria to convey all onsite storm water runoff to the retention basins. All drainage facilities will be designed in accordance with generally accepted engineering practices and in compliance with the City of Casa Grande requirements. Offsite storm drainage will be accommodated through adequately designed water conveyance systems. Final drainage and retention reports and plans, meeting the approval of the City Engineer, are required prior to the recording of the PAD Plat or the approval of any Final Subdivision Plats for this project. A Preliminary Drainage Study for the south half of Section 31 and the west half of Section 32 is included in the Appendix. Final drainage reports and plans, meeting the approvals of the City Engineer, are required prior to the approval of any Final Subdivision Plans for this project.

The retention basins will be designed as multi-use facilities, combining retention facilities with playground equipment and recreational opportunities. To minimize the disruption of use during and after storms, all playground equipment will be elevated out of the 25-year storm event. Drywells may be used as recommended by the City Engineer.

**7. Traffic and Accessibility.** Primary access to the site is provided from Casa Grande—Florence Highway (SR 287) to the north. The major traffic for the site will travel along the Casa Grande—Florence Highway (SR 287) from Interstate-10 and south down Overfield Road to the northern entrance on Earley Road. Multiple minor collector connections will also be made in accordance with sound planning and engineering principles.

A primary entry will be located near the half section line of Section 32 intersecting with Earley Road and will serve as the major entry into the project. The entry road is a major collector (80' ROW) tentatively named Buckshot Avenue. Minor collector entries (60' ROW) into the site will also be provided from Overfield Road running east through the center of the project and from Earley Road running south. The major collector half street improvements for Acacia Road (40' ROW) will be developed and improved from Overfield Road east to Buckshot Avenue. The minor arterial half street improvements for Earley Road (55' ROW) and principal arterial half street improvements for Overfield Road (70' ROW) will be developed and improved by the future developer as traffic counts warrant. All right-of-ways will be dedicated to the City of Casa Grande. The streets will be revised to show the acceleration and deceleration lanes for arterials roads and entrances. All roads will be improved to current City of Casa Grande engineering standards (Exhibits 14 and 15).

**8. Maintenance of Streets and Common Areas.** The streets within the Property will be public. Public streets will be constructed in accordance with the City of Casa Grande minimum standards for public right-of-way. If accepted by the City, the City of Casa Grande will be responsible for maintenance of public streets.

**9. Schools.** The Estates at Amber Waves PAD is within the Casa Grande Elementary School District and the Casa Grande Union High School District. The owner has met with Frank Davidson, Superintendent of the Casa Grande Elementary School District. He has requested a 12 acre elementary school site be located at the southwest corner of Acacia Road and Overfield Road to minimize busing. Therefore, financial donations will not be required for the subject property. Per Mary Rosenbam, the Casa Grande Union High School District's Business Director, the donation request for this project will be \$800.00 per single family dwelling unit. Agreements memorializing these terms are currently being drafted and will go to the District Boards for approval prior to Final Plat approval. The Appendix contains correspondence with the school districts to date.

**10. Parks / Open Space.** Approximately 29 acres of open space are proposed within The Estates at Amber Waves PAD to be landscaped as inviting recreational areas and pedestrian corridors. This open space equates to approximately 18 percent of the overall project.

A 50 foot wide open space corridor has been placed along the eastern edge of the proposed north/south roadway. This connection invites the property south of this project to continue the open space connection south to the Casa Grande Canal. This will provide a complete link between regional east west linear open space/trails of the SRP easement and the Casa Grande Canal. The portion of this open space linkage designated on The Estates at Amber Waves will provide minor linkages to the adjacent neighborhoods as well as minor pedestrian respites. These areas will provide shade, seating areas, and potentially, drinking fountains. This path through The Estates at Amber Waves will also access larger open space areas found within the various subdivisions where minor sport facilities such as basketball or volleyball are proposed. The north/south open space

connection will be accessible from the commercial parcel located on the southeast corner of Earley Road and Overfield Road by a regional east/west trail provided within the SRP easement. This major open space linkage system is the main community theme and will allow residents both recreational and social opportunities.

### **III. DEVELOPMENT REQUIREMENTS**

#### **A. PURPOSE AND INTENT**

The Estates at Amber Waves development has been designed to incorporate all of the City of Casa Grande's Residential Design Standards for Planned Area Developments, but is, as part of the PAD, asking for a slight deviation in lot widths and lot sizes to enhance and allow more controlled common open space and amenities for the residents of Casa Grande. This deviation from the City's Residential Design Standards for PADs is justified based on the circumstances of "Exception C", wherein The Estates at Amber Waves development is so unique (with the surplus of easements, and as described throughout above) to the City that strict conformance with all of the requirements of the Residential Design Standards for Planned Area Developments would be counter-productive to achieving the diversity, creativity, and sustainability sought for PAD classification. The following outlines how the design of The Estates at Amber Waves development has met and exceeded the City's Residential Design Standards for Planned Area Developments.

#### **B. GENERAL PROVISIONS**

1. All construction and development within the PAD area shall comply with the applicable provisions of the Casa Grande Building Code and the various related mechanical, electrical, plumbing, fire, grading, excavation, and subdivision codes.

2. A Homeowner's Association (HOA) will be created for The Estates at Amber Waves Development to manage all common landscaping, open space areas, and facilities.

The HOA will develop Covenants, Conditions, and Restrictions (CC&Rs) to incorporate the design principles as outlined in this document and will promote diversity in home plans and elevations, the use of color, home amenities, and the subdivision's streetscapes and maintenance.

#### **C. MANDATORY RESIDENTIAL DEVELOPMENT STANDARDS**

The following development standards have been created to provide a flexible framework for The Estates at Amber Waves development. The standards assure that a level of quality is established throughout the project. They have been designed to address the low density residential use that occurs within a master planned development, the market realities of development, and timeless elements of design.

The following development descriptions and standards are intended to direct the nature of residential uses and open space at The Estates at Amber Waves development. This zone is intended for single family residential use. Refer to Table 6 at the end of this section for the development requirements in this zone. Exhibit 6 displays The Estates at Amber Waves Conceptual Land Use Plan.

### **1. Open Space**

Open space areas have been designed to tie into future regional links both to the north and south of the site. Both the Casa Grande Canal to the south of the project and the Salt River Project Power Line Easement provide opportunities to make a strong linear open space system for the residents of The Estates at Amber Waves development and the City at large to enjoy. The Estates at Amber Waves development will serve as an important link in the development of the newly annexed area east of Interstate 10 and will provide the link to future development of regional open space connections and services. In addition to the linear greenbelt corridor system, multiple larger open space areas will be developed as community amenities within the various subdivisions (Exhibits 7 and 8). The community will be linked with sidewalks and trails to provide a friendly non-vehicular network. Open space and recreation is a major organizing principle at The Estates at Amber Waves' family-friendly development. As such, approximately 18 percent of the project's gross acreage will be designed and developed as open space (Exhibit 7).

Project-wide open space will be landscaped to provide intimate inviting recreational areas and on-site greenbelt corridors. The internal project-specific open spaces will be strategically located for high visibility and usability. Neighborhood entries, as well as many of the local roads will terminate with views into open space areas where appropriate. The greenbelts will serve as non-vehicular connections through the site, in which meandering, desert landscaped trails will bring residents to grassy open respite areas along the corridor. Ten foot wide concrete multi-use trails, six foot wide concrete trails, six foot wide gravel trails, and five foot wide concrete sidewalks will connect the community. As mentioned earlier, the trail system will meander through the project's linear greenbelt corridor, including placement of a ten foot wide multi-use path within the Salt River Project Power Line Easement on the project's northern boundary. This trail system serves to physically and visually tie the various neighborhoods and their pocket parks together while also providing regional open space and connections. All walkways and paths will be constructed of approved materials and designed to the City of Casa Grande's Standards.

The following are open space requirements for The Estates at Amber Waves development:

- A minimum of fifteen percent open space shall be provided within the single-family residential portions of The Estates at Amber Waves PAD.
- Clubhouses, indoor recreation centers, parking lots, street rights-of-way, and non-landscaped or cement built retention areas and drainage channels

shall not count towards the open space requirement at The Estates at Amber Waves.

- At least fifty percent of the required open space must include parks, multi-use trails, bike paths, turfed retention areas, tot lots, and/or other outdoor active or passive recreational improvements.
- When retention areas are designed for recreational usage at The Estates at Amber Waves, at least fifteen percent of the basin shall be elevated above a twenty-five year flood water surface elevation. Where possible, drywells shall be used for all retention basin areas.
- Pocket Parks. The Property shall be developed to provide neighborhood pocket parks in all phases. The pocket parks shall average between one-quarter and one-half acre, and may include amenities such as; “tot lot” type playground equipment, benches or picnic tables, barbeque facilities, Armadas, and enhanced natural landscaping. The pocket parks may be jointly used as drainage facilities. The Master HOA or sub-association shall maintain the pocket parks.
- Open space corridors and landscape. All open space areas shall be landscaped according to an approved water-conserving final landscape plan. Landscape, landscape lighting, and open space amenity plans shall be submitted to the Casa Grande Planning and Development Department for review and approval.
- The internal path system shall be designed to provide safe and accessible links to all open space and recreation amenities. All walkways and paths will be constructed with approved material(s) and designed to the standards and the recommendations of the Casa Grande City Engineer and Planning and Development Director.
- Multi-Use Path. The open spaces will be connected by ten foot wide concrete multi-use trails, six foot wide concrete trails, six foot wide gravel trails, and five foot wide concrete sidewalks. The ten foot wide multi-use path will meander through the linear greenbelt linking the community’s uses and neighborhoods. Six foot wide trails will also be utilized to connect neighborhoods, amenities, and non-residential uses as seen fit by the future developer, and with the approval of the Planning and Development Director.
  - a. Paths shall connect to other pedestrian connections, parks, open spaces, or sidewalks.
  - b. Paths shall not dead-end except at parks, open space, and parking lots unless they are less than 120 feet in length and are necessary to provide trail access to homes that are isolated or on cul-de-sacs or if other special design circumstances exist.
  - c. Public greenbelt corridors with paths within them shall be an average width of not less than 20 feet and a minimum width of not less than 10 feet.

## **2. Single-family Lot Sizes**

All single-family lots in The Estates at Amber Waves development will contain a minimum of 6,000 square feet. For every single-family lot less than 7,000 square feet in area, an equal number of lots that are at least 8,000 square feet in area shall be provided. In order to encourage diversity in housing product types and neighborhoods, additional proposed lot sizes are 60 feet by 120 feet and 70 feet by 120 feet (Table 5).

## **3. Setbacks**

Table 6 located on page 17 lists the minimum residential setback requirements per the City of Casa Grande General Plan 2010. Minimum yard setbacks are 18 feet front yard for front-loaded garages—20 feet measured from back of sidewalk to front of garage—and 15 feet for front porches, side-entry garages, and livable areas which project in front of the front-loaded garage; 20 feet rear yard; and 5 feet and 10 feet on sides, with no side yard less than 5 feet and at least one side yard must be 10 feet in width. Side yards on corners shall have a 15 foot setback if no landscape tract exists, a side yard adjacent to a landscape tract may be 10 feet in width. (All setbacks shall be measured from the property line.)

## **4. Multi-story Homes**

No two-story homes will be permitted on corner lots or end lots within the development, nor will multi-story homes be located immediately adjacent to established one-story single-family home subdivisions.

## **5. Streetscapes and Entrances**

Perimeter walls and walls adjacent to roadways shall be decorative and constructed of split-face block, scored block, or similar materials (Exhibits 10 and 11). View fencing along collector and arterial roadways shall be utilized under appropriate circumstances. Prominent walls shall include staggers, breaks, and/or columns for vertical and horizontal relief. Stone veneers and steel may be utilized to accentuate the walls. Wall details are subject to the approval of the Planning and Development Director. A minimum fifteen-foot wide landscape tract shall be provided between every residential portion of the project and an adjacent arterial or collector right-of-way. The main entrances into the development shall be designed to create a sense of arrival. Monument signage, increased vegetation and larger plant sizes shall be utilized to enhance the project's entrances.

## **6. Front Yard Landscaping**

The homebuilder will offer the homebuyer a selection of front-yard landscape packages. The front-yard landscaping will be installed by the builder within thirty days of home occupancy and will be maintained by the individual homeowner. Standard and upgraded front-yard landscape packages will include a variety of water conserving plants. A minimum of two-fifteen gallon trees, eight-five gallon shrubs or accent plants, and six-one gallon cover plants, plus an automated irrigation system and rock topping is required for each lot. Turf may be offered by the homebuilder as a front-yard option. The turf shall not exceed 20 percent of the yard area and shall be separated from rock dressing by a concrete, brick, or metal header. Decomposed granite or river rock will cover all exposed areas. A minimum of four standard landscape plans shall be offered. All

landscape plans will be submitted to the Planning and Development Director for approval.

**7. School Sites**

The Estates at Amber Waves PAD is within the Casa Grande Elementary School District and the Casa Grande Union High School District. The owner has met with Frank Davidson, Superintendent of the Casa Grande Elementary School District. He has requested a 12 acre elementary school site be located at the southwest corner of Acacia Road and Overfield Road to minimize busing. Therefore, financial donations will not be required for the subject property. Per Mary Rosenbam, the Casa Grande Union High School District's Business Director, the donation request for this project will be \$800.00 per single family dwelling unit. Agreements memorializing these terms are currently being drafted and will go to the District Boards for approval prior to Final Plat approval. The Appendix contains correspondence with the school districts to date.

**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, shall 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 (Exhibits 10 and 11).

**TABLE 5 - THE ESTATES AT AMBER WAVES PAD LOT DATA**

Lot Size	Lot Area (sf)	No. Lots	% total lots NW1/4 S32	Density (du/ac)
55' x 115'	< 7,000	155	31.9%	-
60' x 120'	7,001 – 7,999	153	31.5%	-
70' x 120'	> 8,000	178	36.6%	-
-	Comm	-	-	-
-	Park	-	-	-
-	School	-	-	-
	<b>TOTAL</b>	<b>486</b>	<b>100%</b>	<b>3.0</b>

**D. ADDITIONAL RESIDENTIAL DEVELOPMENT STANDARDS**

The following additional residential development standards will be utilized at The Estates at Amber Waves.

**1. Curvilinear Street System.**

A curvilinear street system and a mix of cul-de-sac designs (where cul-de-sacs are provided), including eyebrows, short courts, and cul-de-sacs with open space ends will be provided. The project shall be designed with a curvilinear street system for collector streets. Where possible all other streets within the project shall be curvilinear or otherwise designed to limit a perpendicular grid system. This will discourage cut-through traffic and help as a traffic slowing measure on local streets.

## **2. Stagger Front Yard Setbacks.**

Front-loaded garages must be staggered by at least three feet. Every third or fourth setback must be staggered. The minimum front yard setback is 18 feet for front-loaded garages—20 feet measured from back of sidewalk to front of garage—and 15 feet for front porches, side-entry garages, and livable areas which project in front of the front-loaded garage. Setback staggers must be predetermined by the home builder. Please see Table 6 for exact application of setbacks. (All setbacks shall be measured from the property line.)

## **3. Landscape Buffers.**

Landscape tracts / buffers shall be provided along all arterial and collector roadways. A minimum average of thirty foot wide landscape tracts shall be provided adjacent to arterial roadways. A minimum of fifteen foot wide landscape tracts shall be provided adjacent to collector roadways. A landscape buffer of at least five feet wide between sidewalks and back of curb along arterial and major collector roadways shall be provided. Landscape tracts / buffers to be constructed as shown on Exhibit 13. Preliminary Development Plan (Preliminary Plat).

## **4. Open Space Corridors and View Fencing.**

Open space corridors shall be designed and constructed at the end of cul-de-sacs where appropriate to create path and trail connections and allow for open view corridors. Wrought iron or similar view fencing along portions of collector and/or arterial roadways where homes are not backing/siding these portions of roadways will be used.

## **5. Enhanced Perimeter Wall Design and Thematic Elements.**

The perimeter wall design and thematic elements at The Estates at Amber Waves will consist of varied materials that may include but will not be limited to; slump block, smooth and split-face block, and/or stone and steel elements. The theme will consist of color, sign, wall and landscape elements that are in harmony with one another. The development team will work with City staff to develop a unique and cohesive theme for the project and all walls, signs, gang mailboxes and other thematic elements. The final thematic plans will be submitted for review and approval of the Casa Grande City Planning and Development Director.

## **6. Enhanced Subdivision Entries.**

The main entrances into The Estates at Amber Waves development shall be designed to create a sense of arrival. This will be accomplished with the use of some of the following techniques; monument signs, increased landscaping, gates, sculptures, brick walls, lighting or a number of other creative ways. Entry monumentation will be installed by the future builder/developer and will create a sense of high quality residential and commercial development.

**TABLE 6 - THE ESTATES AT AMBER WAVES PAD  
RESIDENTIAL DEVELOPMENT REQUIREMENTS & ZONING  
COMPARISONS WITH CASA GRANDE ZONING ORDINANCE**

	Zoning Designation	Land Use Designation	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Yard Requirement (Front / Rear / Side / Corner)	Max. Bldg. Height	Min. Distance Between Buildings
Casa Grande Residential Design Standards for PADs	R-1	Low Density Residential (1-4 DU/AC)	6,000 sf <sup>(1)</sup>	60'	100'	20' 20' 5'/10' 20'	28'	10'
Proposed	PAD	Low Density Residential (1-4 DU/AC)	6,000 sf	55'	115'	18'* 20' 5'/10'*** 10'-15'***	28'	10'

(1) This may be calculated as an average lot size for lots within a given subdivision, provided no lot is less than 6,600 square feet in size and that not more than 10 percent of the lots are less than 7,000 square feet in size.

- \* (20 feet measured from back of sidewalk to front of garage.) Minimum setback for front porches, side-entry garages, and livable areas which project in front of the front-loaded garage, shall be 15 feet.
  - \*\* No side shall be less than five feet; at least one side yard shall be ten feet.
  - \*\*\* Corner side yard adjacent to a landscape tract may be ten feet.
  - \*\*\*\* Pop-outs, porches, bay windows used as architectural features shall not be counted towards the setback requirements.
- (All setbacks shall be measured from the property line.)
1. A maximum percentage of total lots less than 7,200 sf will not exceed 35%.
  2. A minimum of 30% of all lots will be greater than 8,000 sf.

**E. COMMERCIAL DEVELOPMENT STANDARDS**

All commercial uses at The Estates at Amber Waves shall comply with and be governed by all applicable City standards with the exception of the following standards.

The following are the permitted uses and development standards for Commercial land use within The Estates at Amber Waves.

**1. Commercial Permitted Uses.**

- Neighborhood Commercial and/or Convenience Commercial;
- Accessory single-family residential uses when occupied by the owner, lessee, or watchman employed on the premises;
- All ages book/video store;
- Animal hospital/veterinarian office without outdoor kennels;
- Appliance sales and service;
- Art gallery/museum;
- Athletic club;

- Bakery with on-site sales and less than 3,500 square feet;
- Banks and credit unions;
- Blueprint/photo processing and/or sales;
- Bowling alley;
- Business/office machine sales and service;
- Call centers;
- Catering business;
- Churches/synagogues;
- Cigar and tobacco store;
- Clothing store;
- Community meeting centers;
- Convenience store;
- Dance/theatrical/music studio;
- Delicatessen;
- Dry cleaning and/or Laundromat;
- Electronics store;
- Essential (as determined by City) Public services/uses;
- Florist;
- Game rooms/pool halls;
- Garden supply stores;
- Gas station, fast-food restaurant, automotive (excluding auto body) repair, tire sales/repairs, and/or car wash uses shall be limited to commercial parcels with primary arterial roadway frontage;
- Grocery store/food sales;
- Hair salon/beauty parlor/barber;
- Hardware store;
- Home furnishing store;
- Hotel;
- Interior decorator;
- Jewelry sales/service;
- Liquor store;
- Lock and key shop;
- Medical urgent care center, including satellite hospital facilities;
- Medical, dental, and chiropractic offices;
- Movie theater;
- Municipal uses;
- Nail salon;
- Newsstand;
- Optician;
- Photographic studio;
- Professional and semi-professional offices;
- Radio/television studio;
- Shoe repair/service;
- Sit-down restaurants;

- Sports equipment sales and service; and
- Tavern/bar.
- Permitted accessory uses, including business signs, trash receptacles, accessory buildings, temporary buildings incidental to construction work, and accessory residential uses (single-family), when occupied by the owner, lessee, or watchman employed on the premises.
- Additional retail and office uses that are similar in nature to those specifically listed above (excluding any uses that are of a primary outdoor nature such as automotive, RV, boat, and manufactured home sales), shall also be permitted. Pawn shop, consignment store, thrift store and tattoo/piercing, adult book and video store uses are prohibited. The Planning and Development Director shall determine which additional similar uses may be allowed within the PAD. Appeals shall be made to the Planning and Zoning Commission and City Council through the Major Amendment to a PAD process.

## **2. Commercial Development Standards.**

Building setbacks and building heights for the commercial area: Front 35 feet, Rear 15 feet, Sides 15 feet, Corner 25 feet, and maximum height is 45 feet. A 45-foot residential boundary setback is required.

## **IV. DESIGN GUIDELINES**

### **A. PURPOSE**

The Estates at Amber Waves PAD design guidelines are statements expressing the desired character of future development within the project area and will serve as the criteria to be used to plan each development proposal within the PAD. To that end, they will provide Casa Grande with the necessary assurance that the PAD area will develop to the standards proposed, which includes cost considerations and marketability factors. These guidelines are intended to be implemented at two levels: (1) project-wide to achieve a consistent, quality development and (2) individual planning areas within the PAD to focus on the unique design characteristics of each area.

The CC&Rs for the property will enable The Estates at Amber Waves Architectural Control Committee to develop future guidelines and to ensure compliance with areas affected by project entries.

### **B. MANDATORY PAD RESIDENTIAL ARCHITECTURE STANDARDS**

The residential product for The Estates at Amber Waves will include a diverse mix of builders and housing types, tied together with a uniform theme. A cohesive architectural theme will be created that will define The Estates at Amber Waves development's style, while still providing diverse product offerings for the family buyer. The builders at The Estates at Amber Waves will incorporate architectural elements that will help create a diverse and aesthetically pleasing street scene. Product elevations and floor plans will be

presented to the City of Casa Grande Planning and Zoning Commission for review and approval prior to issuance of building permits.

The following standards will be followed when developing the product for the project:

### **1. Floor Plans and Elevations**

- A minimum of five home floor plans, each with three distinct elevations, will be offered within each definitive housing price range or product type.
- A minimum of five distinct home color schemes will be offered within each definitive housing price range or product type.
- The homebuilder will not allow two homes with the same front elevation or color schemes to be located adjacent to (side by side) or across from each other.
- There will be a limitation on consecutive similar rear home elevations for homes backing an arterial or collector roadway.
- Emphasis (covered front entries, covered front porches, bay windows, etc.) will be placed on the front elevations of homes. Main entries will face the street.
- Emphasis will be placed on all elevations facing roadways and open space areas.  
Window pop-outs, windowsills, recessed windows and/or similar architectural embellishments will be provided on most windows.

### **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 shall be given to alternative durable materials upon review of the housing product.
- No asphalt shingles will be allowed within The Estates at Amber Waves.
- The Planning and Development Department may give consideration to alternate durable roof materials that are consistent with the housing theme of The Estates at Amber Waves.
- Variation in roof ridge lines and designs will be provided.
- Unique and harmonious roof colors will be matched to each home color scheme.
- Residential dwelling units and necessary buildings / structures will have no roof-mounted or wall-mounted mechanical equipment including HVAC or evaporative coolers. All such equipment must be ground-mounted.

### **3. Garages**

- On lots where side-entry garages can be accommodated (typically 65 feet wide and wider lots), at least one floor plan per parcel or product type must be designed with a standard side entrance garage.
- No front-loaded garage shall extend forward of a home's livable area or covered front porch by more than ten feet.
- 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 will not exceed 50 percent of the house width (frontage). Where more than a standard two car front-entry garage can be accommodated, the additional garage bay(s) shall be architecturally designed to appear separate and distinct from the remainder of the garage.

### **4. Patio Covers**

- Rear yard covered patios shall be included on every home.
- Where possible, covered patio areas shall be incorporated into the architecture of the homes.

### **5. 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 may not be converted to livable space. Any addition or conversion shall be constructed of the same building materials as the principle residence and painted to complement the home and must be approved by the HOA. Converted garage plans will need to be submitted and approved by the Planning and Development Department, as well as the Fire and Building Departments of the City of Casa Grande.
- Accessory buildings (non-livable) shall be located within walled rear yards. Accessory buildings over 200 square feet in area shall be constructed to match or complement the building materials and colors used on the principal residence and shall not exceed the height of the primary residence.

## **C. ADDITIONAL REQUIREMENTS FOR PAD RESIDENTIAL ARCHITECTURE STANDARDS**

### **1. Selected Requirements**

In addition to the previously stated mandatory requirements, four of the standards listed below shall be selected and implemented by the homebuilder(s).

- 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.
- Provide unique architectural styles for all homes within a parcel or parcels of the project. Depart from currently popular architectural styles to use other unique house styles, such as Craftsman, Prairie, Territorial, Ranch, Tudor, Mission, and Pueblo.
- Provide significant architectural features, such as dramatic covered front entries, large covered front porches, bay windows, and /or dormers as standard features shall be encouraged on all homes.
- Encourage the reduction of the number of standard front-loaded garages.
- Reduce the impact of two-story homes by limiting the second story portion of the home, providing second story plane changes, providing multiple roof changes, and/or other effective means.
- Place additional emphasis on all windows by providing a variety of window shapes, sizes, and arrangements and/or using bay windows on elevations facing streets and open space areas.
- Provide one elevation per project or product type that uses flat roof, e.g., Sante Fe or Pueblo architectural style, elements.
- Applicant's choice. An opportunity for creativity and design innovation is provided here.

## **2. Circulation Guidelines**

Per 17.40.010.B (PAD Zone Section) of the City of Casa Grande's Zoning Ordinance, The Estates at Amber Waves PAD shall consist of a harmonious selection of uses and groupings of buildings, parking areas, circulation and open spaces, and shall be designed as an integrated unit, in such a manner as to constitute a safe, efficient and convenient urban area development.

## **3. Landscape Guidelines**

Per 17.40.020.O (PAD Zone Section) of the City of Casa Grande's Zoning Ordinance, landscaping and/or fencing shall be provided according to a plan approved by the City and shall include a detailed planting list with sizes indicated.

Per 17.52.410 (Low Water Use Plants, Minimum Size of Trees, Shrubs, etc., and Substitution of Cover for Shrubs Section) of the City of Casa Grande's Zoning Ordinance (See Table 6).

A. In order to conserve water, all plant materials installed shall be listed on the low water use plant list as adopted in Table 17.52.410 and may be amended, by the City of Casa Grande, or as approved by Planning and Zoning Commission at the time of review. Any plants located in public rights-of-way must be listed on the plant list.

B. Unless otherwise specified herein, all required trees shall be a minimum of fifteen gallons in size. All shrubs shall be a minimum of one gallon in size. All fifteen gallon trees must be a minimum of six to eight feet in height, three to four feet in spread and

three-quarters to one and one-quarter-inches trunk caliper at ground level. Upon approval of the director, the installation of twenty square feet of vegetative groundcover in any landscaped area may substitute for one required shrub, up to a maximum of thirty percent of the required shrubs in any particular landscaped area.

C. All Mexican Fan Palms (*Washingtonia Robusta*) and California Fan Palms (*Washingtonia Filifera*) shall have a minimum five (5) foot trunk height measured from the base of the trunk to the base of the fronds when located within the public right-of-way or within twenty-five feet of the street property line.

**TABLE 7 - (17.52.410) CITY OF CASA GRANDE LOW WATER USE PLANT LIST**

**TREES**

<u>Botanical Name</u>	<u>Common Name</u>
Acacia spp.	Acacia/Wattle
Agonis flexuosa	West Australia Peppermint
Brachychiton populneus	Bottle Tree
Brahea spp.	
Bursera spp.	
Caesalpinia spp.	
Callistemon viminalis	Weeping Bottle Brush
Casuarina spp.	
Celtis reticulata	Western Hackberry
Ceratonia siliqua	St. John's Bread Tree/Carob Tree
Cercidium spp.	
Chamaerops humilis	Mediterranean Fan Palm
Chilopsis linearis	Desert Willow
Cupressus arizonica	Arizona Cypress
Cupressus sempervirens	Italian Cypress
Dahlbergia sissoo	Sissoo Tree
Dalea spp.	
Eucalyptus spp.	
Forchammeria watsonii	
Geijera parviflora	Australian Willow
Gleditsia triacanthos	Honey Locust
Leucaena retusa	Golden Ball Lead Tree
Lysiloma spp.	
Olea Europaea "Swan Hill"	Swan Hill Olive (or other non-pollen producing olive trees)
Olneya tesota	Ironwood
Parkinsonia aculeata	Mexican Palo Verde
Phoenix canariensis	Canary Island Date Palm
Phoenix dactylifera	Date Palm
Pinus canariensis	Canary Island Pine
Pinus eldarica	Afghan Pine

Pinus halepensis  
 Pinus pinea  
 Pinus roxburghii  
 Pistacia spp.  
 Pithecellobium spp.  
 Pittosporum phillyraeoides  
 Prosopis spp.  
 Quercus spp.  
 Rhus lancea  
 Schinus terebinthifoliosus  
 Sophora secundiflora  
 Tamarix aphylla  
 Ulmus parvifolia "sempervirens"  
 Vitex agnus-castus  
 Washingtonia spp.  
 Ziziphus jujuba

Aleppo Pine  
 Italian Stone Pine  
 Chir Pine  
 Pistachio  
  
 Willow Pittosporum  
 Mesquite  
 Oak  
 African Sumac  
 Brazilian Pepper  
 Texas Mountain Laurel  
 Athel Tree  
 Evergreen Elm  
 Chaste Tree  
 Fan Palm  
 Chinese Jujube

## SHRUBS

### Botanical Name

Acacia spp.  
 Alousia spp.  
 Ambrosia deltoidea  
 Ambrosia dumosa  
 Atriplex spp.  
 Baccaris spp.  
 Berberis haematocarpa  
 Bougainvillea spp.  
 Buddleia marrubifolia  
 Caesalpinia spp.  
 Caliantra californica  
 Calliandra eriophylla  
 Calliandra peninsularis  
 Callistemon citrinus  
 Callistemon viminalis "Captain Cook"  
 Calothamnus spp.  
 Cassia  
 Celtis pallida  
 Chrysothamnus nauseosus  
 Cistus spp.  
 Convolvulus cneorum  
 Cordia boissieri  
 Cordia parvifolia  
 Dalea spp.  
 Dodonaea spp.

### Common Name

Acacia/Wattle  
  
 Triangleleaf Bursage  
 White Bursage  
 Saltbush  
  
 Red Barberry  
 Bougainvillea  
 Summer Lilac  
  
 Fairy Duster  
 Fairy Duster  
 Fairy Duster  
 Lemon Bottle Brush  
 Dwarf Bottle Brush  
 Cassia spp.  
  
 Desert Hackberry  
 Rabbit Brush  
  
 Bush Morning Glory  
  
 Little Leaf Cordia  
  
 Hopbush

Encelia spp.	Brittlebush
Ephedra spp.	Mormon Tea
Eremaea beaufortioides	Eremaea
Eremaea pauciflora	Snow Gum
Eremaea violacea	Violet Eremaea
Eriogonum spp.	Buckwheat
Eucalyptus spp.	
Forestiera neomexicana	Desert Olive
Genista hispanica	Spanish Broom
Grevillea rosmarinifolia varieties	
Hakea spp.	
Haplopappus Laricifolia	Turpentine Bush
Hyptis emoryi	Desert Lavender
Jatropha spp.	
Juniperus chinensis varieties	Juniper
Justicia spp.	
Kunzea spp.	
Lantana camara	Bush Lantana
Leucophyllum spp.	Creosote Bush
Lycium spp.	
Melaleuca spp.	
Mimosa biuncifera	Wait-a-Minute Bush
Mimosa dysocarpa	Velvet Pod Mimosa
Nerium oleander varieties	Oleander
Plumbago scandens	Cape Plumbago
Punica granatum varieties	Pomegranate
Pyra cantha spp.	Pyracantha
Quercus spp.	Oak
Rhus ovata	Mountain Laurel
Rhus trilobata	Skunkbush
Rhus virens	Evergreen Sumac
Ruellia californica	Ruellia
Ruellia peninsularis	
Salvia spp. (shrub only)	Sage
Sececio cineraria	Dusty Miller
Simmondsia chinensis	Jojoba
Sophora arizonica	
Sophora formosa	
Tecoma stans	Yellow Bells
Teucrium fruticans	Bush Germander
Vauquelinia spp.	Rosewood
Viguiera tomentosa	Golden Eye
Ziziphus obtusifolia	Greythorn

## GROUNDCOVERS / HERBACEOUS PLANTS

### Botanical Name

Acaia spp.  
Anigozanthos spp.  
Artemisia spp.  
Asclepias subulata  
Asparagus densiflorus cv. sprengeri  
Atriplex spp.  
Baccharis spp.  
Carpobrotus edulis  
Centaurea cineraria  
Cephalophyllum spp.  
Clianthus formosus  
Convolvulus mauritanicus  
Dalea spp.  
Gazania spp.  
Grevillea crithmifolia  
Kennedia coccinea  
Kennedia prostrata  
Lantana montevidensis  
Malephora crocea  
Myoporum parvifolium  
Oenothera berlandieri  
Oenothera drummondii  
Pentzia incana  
Romneya coulteri  
Rosmarinus officinalis  
Salvia chamaedryoides  
Salvia farinacea  
Santolina chamaecyparissus  
Santolina virens  
Sesuvium verrucosum  
Sphaeralcea spp.  
Verbena bipinnatifida  
Verbena peruviana  
Verbena pulchella  
Verbena rigida

### Common Name

Kangaroo Paw  
Desert Milkweed  
Sprenger Asparagus  
Ice Plant  
Dusty Miller  
Red Spike Ice Plant  
Sturt's Desert Pea  
Ground Morning Glory  
Gazania  
Spider Flower  
Coral Vine  
Scarlet Runner  
Trailing Lantana  
Ice Plant  
Sandalwood  
Mexican Evening Primrose  
Baja Primrose  
Karoo Groundcover  
Matilija Poppy  
Prostrate Rosemary "prostratus"  
Blue Sage  
Mealy Cup Sage  
Lavender Cotton  
Green Santolina  
Sea Purslane  
Globe-Mallow  
Verbena  
Peruvian Verbena  
False sand Verbena  
Verbena

## SUCCULENTS

### Botanical Name

Agave spp.  
Aloe spp.  
Cacti (all)

### Common Name

Century Plant/Agave  
Aloe

Dasyliirion spp.  
Fouquieria spp.  
Hesperaloe spp.  
Nolina spp.  
Yucca spp.

Desert Spoon

Bear Grass  
Yucca

## ANNUALS / PERENNIALS

### Botanical Name

Abronia villosa  
Arctotis spp.  
Argemone pleicantha  
Baeria chrysostoma  
Bahia absinthifolia  
Baileya multiradiata  
Cassia covesii  
Catharanthus roseus cultivars  
Celosia spp.  
Cosmos spp.  
Dimorphotheca spp.  
Dyssodia pentachaeta  
Eschscholzia californica  
Eschscholzia mexicana  
Gilia leptantha  
Gomphrena globosa  
Helichrysum bracteatum  
Helipterum spp.  
Kallstroemia grandiflora  
Layia platyglossa  
Lesquerella gordonii  
Linaria spp.  
Lupinus densiflorus  
Lupinus sparsiflorus  
Matricaria grandiflora  
Melampodium leucanthum  
Mentzelia spp.  
Orthocarpus purpurascens  
Pectis papposa  
Penstemon spp.  
Phacelia spp.  
Tagetes spp.  
Ursinia spp.

### Common Name

Sand Verbena  
African Daisy  
Prickly Poppy  
Goldfield  
Bahia  
Desert Marigold  
  
Madagascar Periwinkle  
Cockscomb  
Cosmos  
African Daisy  
Dyssodia  
California Poppy  
Mexican Gold Poppy  
Showy Blue Gilia  
Globe Amaranth  
Everlasting Daisy  
  
Arizona Poppy  
Tidy Tips  
Gold Crucifer  
Toadflax  
Lupine  
  
Pineapple Weed  
Blackfoot Daisy  
Blazing Star  
Owl's Clover  
Chinch Weed  
  
Marigold  
Ursinia

## GRASSES

### Botanical Name

Aristida purpurea  
Bromus rubens  
Eragrostis atherstone  
Eragrostis lehmanniana  
Muhlenbergia dumosa  
Pennisetum setaceum  
Schismus barbatus

### Common Name

Red Three Awn  
Red Brome  
Cochise Lovegrass  
Lehmann Lovegrass  
Giant Muhley  
Fountain Grass  
Schismus

## VINES

### Botanical Name

Antigonon leptopus  
Bougainvillea spp.  
Billardiera ringens  
Campsis radicans  
Cissus Trifoliata  
Clematis drummondii  
Hardenbergia comtoniana  
Kennedia nigricans  
Macfadyena unguis - cati  
Mascagnia lilacaena  
Mascagnia macroptera  
Merremia aurea  
Solanum jasminoides

### Common Name

Mountain Rose/Queens Wreath  
Bougainvillea  
Riverbell Flower  
Common Trumpet Creeper  
Arizona Grape Ivy  
Virgin's Bower  
Wild Wisteria  
Black Yellow Vine  
Cat Claw  
Lilac Orchid Vine  
Yellow Orchid Vine  
Yuca  
Potato Vine

#### 4. Signage Guidelines

All residential signage is to follow The Estates at Amber Waves Homeowner Association Signage Guidelines, the "Sign Code for the City of Casa Grande" (adopted by Ordinance No. 583 as amended), and meet the approval of the City of Casa Grande Planning and Development Director and the Planning and Zoning Commission.

Perimeter walls and walls adjacent to roadways shall be decorative and constructed of split-face block, scored block, or similar materials (Exhibits 10 and 11). View fencing along collector and arterial roadways shall be utilized under appropriate circumstances. Prominent walls shall include staggers, breaks, and/or columns for vertical and horizontal relief. Stone veneers and steel may be utilized to accentuate the walls. Wall details are subject to the approval of the Planning and Development Director. A minimum fifteen-foot wide landscape tract shall be provided between every residential portion of the project and an adjacent arterial or collector right-of-way. The main entrances into the development shall be designed to create a sense of arrival. Monument signage, increased vegetation and larger plant sizes shall be utilized to enhance the project's entrances.

All commercial signage will meet the minimum standards of “Sign Code for the City of Casa Grande” (adopted by Ordinance No. 583 as amended) and meet the approval of the City of Casa Grande Planning and Development Director and the Planning and Zoning Commission.

### **5. Lighting Guidelines**

Per 16.16.200 (Design Standards, Street Light Requirements Section) of the City of Casa Grande’s Zoning Ordinance, installation of street lights shall be required in accordance with design and specification standards approved by the City Engineer. Lighting on local and collector streets shall maintain a minimum of 0.4 lumens at any given point along the street right-of-way while 0.7 lumens shall be maintained along arterial streets. In addition, light standards shall be spaced such that each intersection is provided at least one light standard.

## **V. CONCLUSION**

As the Cardon Family is very conscious that all of their developments over the years are of a high quality, family-friendly nature, The Estates at Amber Waves will become a point of pride for the City of Casa Grande and community residents. Mr. Cardon’s vision to take a fairly challenging piece of land which will be right in the heart of growth for the City, and create an integrated community with an above-standard trail and open space system, should really set the standard for development in the southern part of the City. Mr. Cardon is looking forward to working with the City throughout the coming years on seeing that this development becomes a wonderful place to live.



The Estates at  
**Amber Waves**

PLANNED AREA DEVELOPMENT

EXHIBIT 1

REGIONAL CONTEXT

PROJECT CONTACTS

OWNER/DEVELOPER

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.595.9500  
FAX: 480.595.9501  
CONTACT: WILFORD R. CARDON

PLANNER/ENGINEER

ARCADIS G & M, INC.  
8222 SOUTH 48TH STREET,  
SUITE 140  
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PHONE: 602.438.0883  
FAX: 602.438.0102  
ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINGADE-LEVARIO, ASLA



GRAPHIC SCALE



**ARCADIS**  
ARCADIS JOB NO. TU002063001  
DATE: 08.25.05  
REV: 09.16.05



PLANNED AREA DEVELOPMENT

**EXHIBIT 2**  
VICINITY MAP

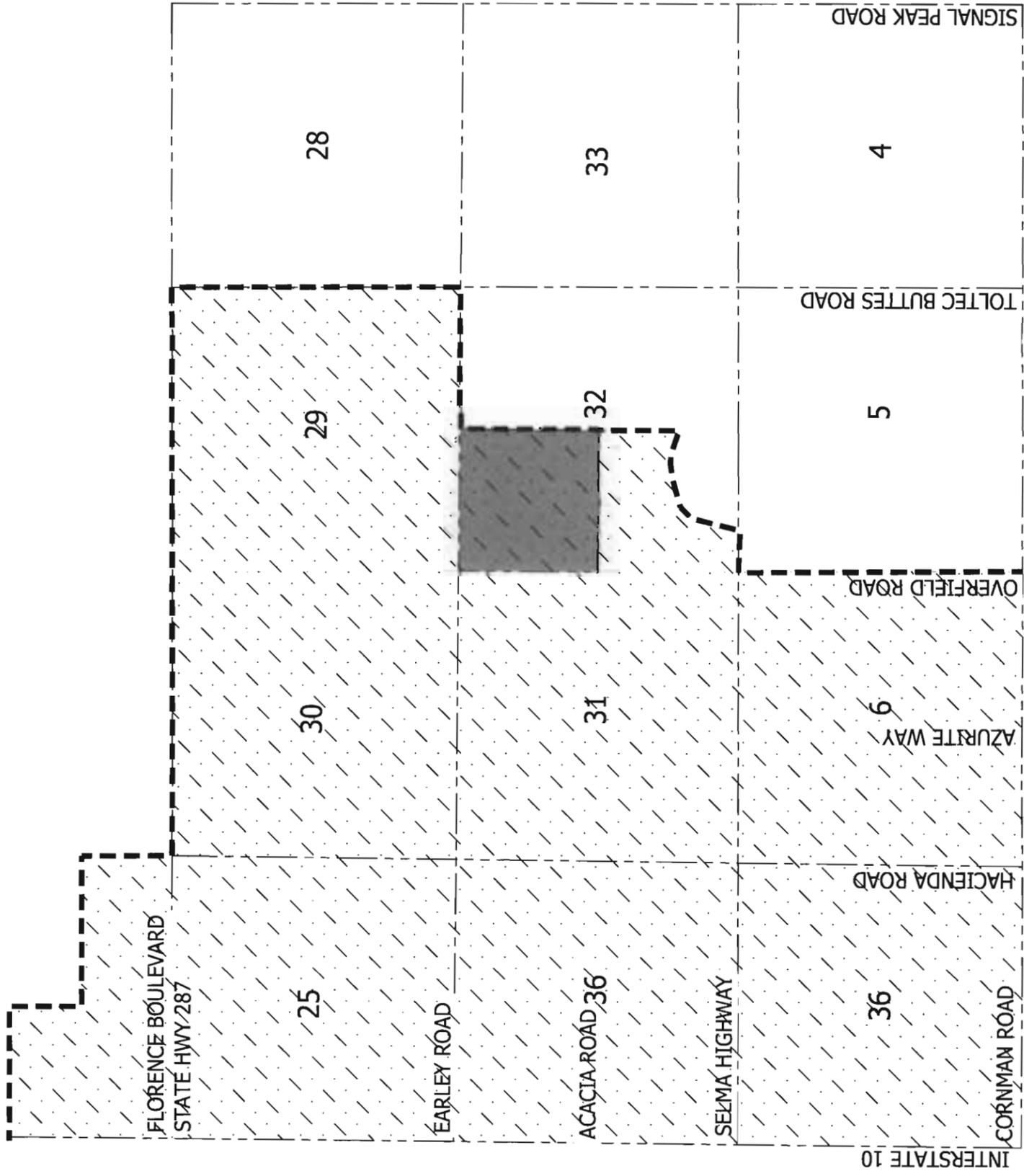
**PROJECT CONTACTS**

**OWNER/DEVELOPER**  
CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
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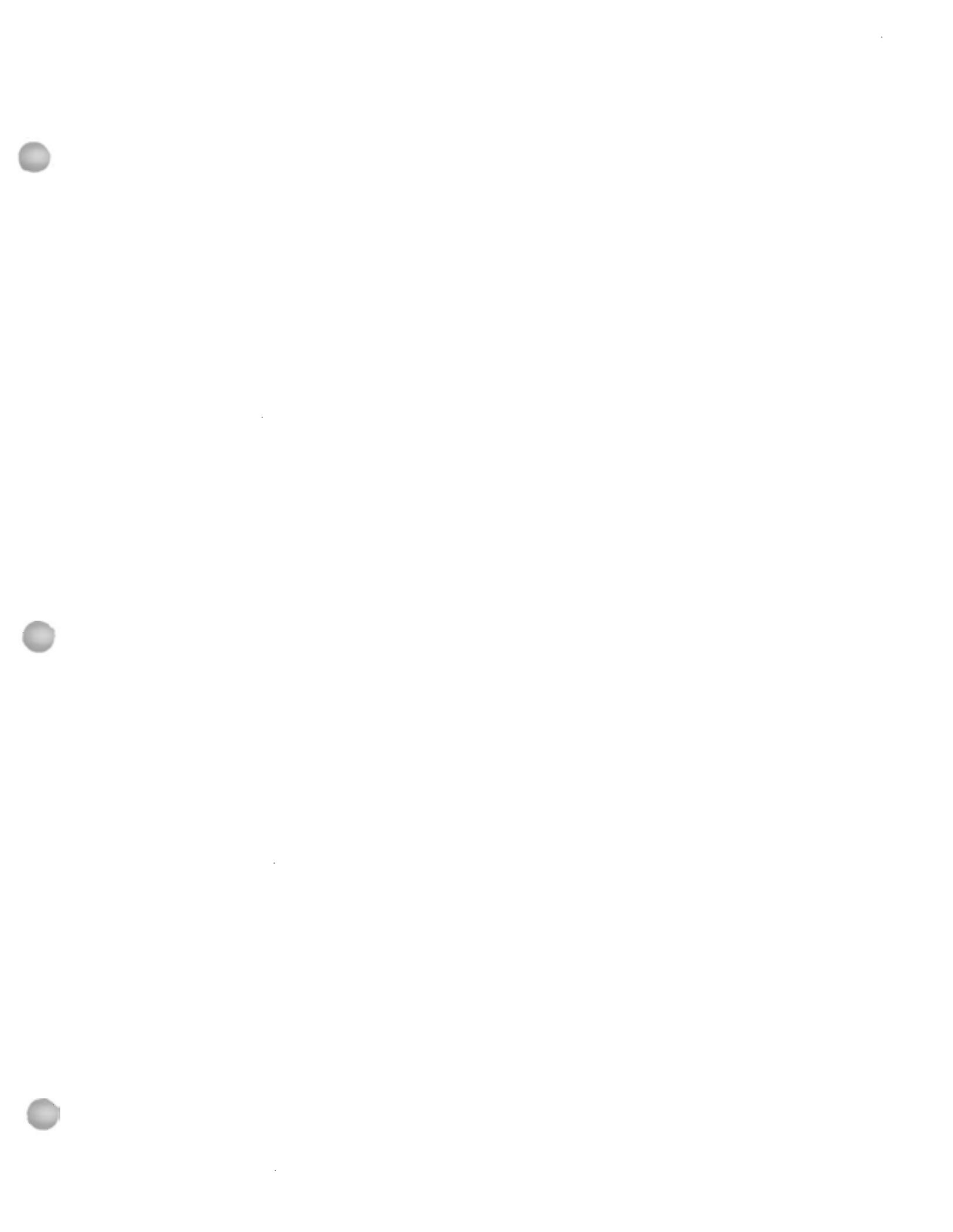
**LEGEND**

-  SITE
-  CITY OF CASA GRANDE
-  PINAL COUNTY









The Estates at  
**Amber Waves**

PLANNED AREA DEVELOPMENT

**EXHIBIT 4**  
EXISTING ZONING AND LAND USES

**PROJECT CONTACTS**

**OWNER/DEVELOPER**

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FAX: 602.438.0102  
ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA



PROPOSED POST RANCH PAD  
AGRICULTURE/VACANT  
CITY OF CASA GRANDE  
ZONING: PAD

EARLEY ROAD

PROPOSED ESTATES  
AT AMBER WAVES PAD  
AGRICULTURE/VACANT  
CITY OF CASA GRANDE  
ZONING: URBAN RANCH

PROPOSED EJR RANCH PAD  
AGRICULTURE/VACANT  
PINAL COUNTY  
ZONING: PAD w/ MULTIPLE ZONING

OVERFIELD ROAD

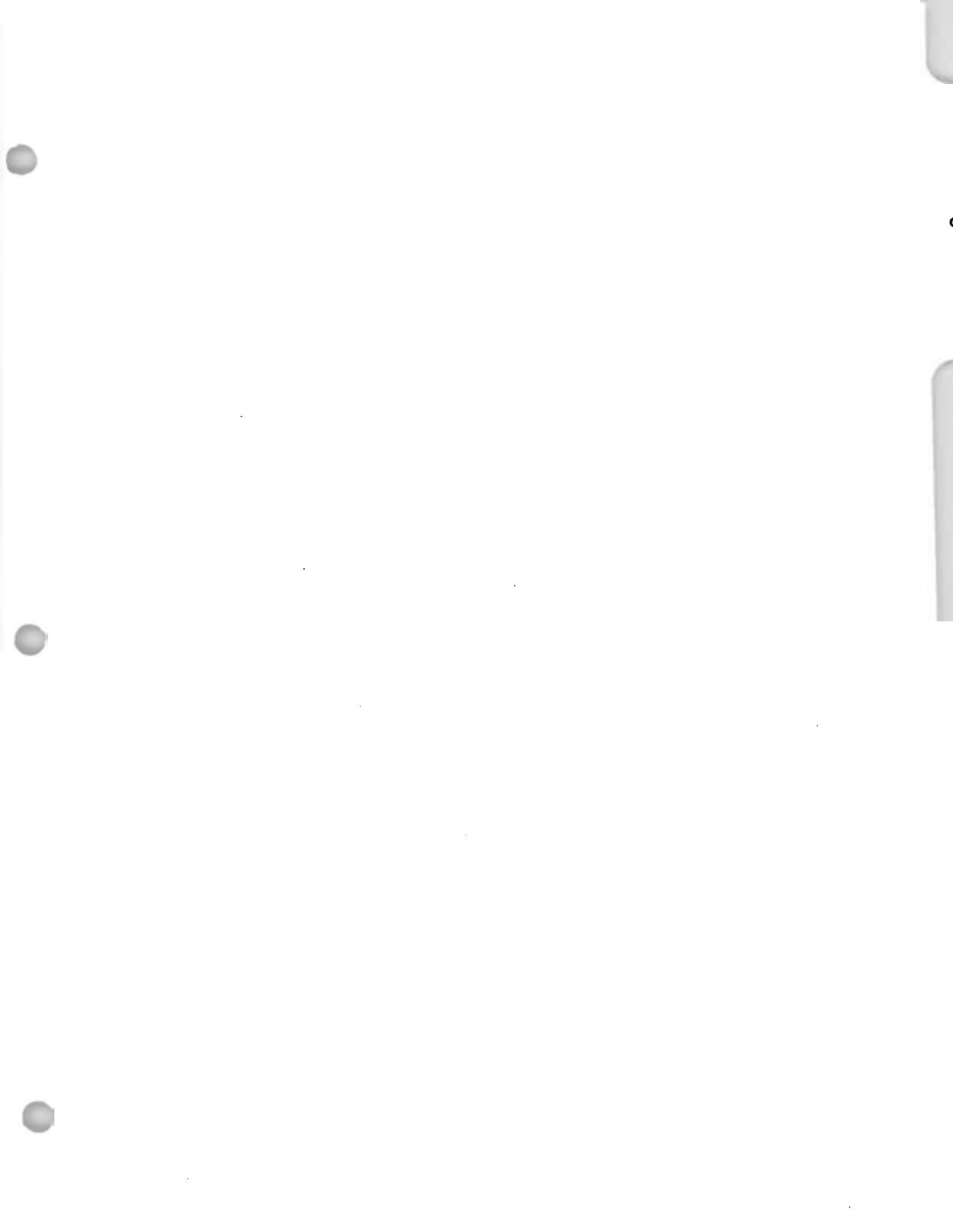
PROPOSED EAGLE MEADOWS PAD  
AGRICULTURE/VACANT  
CITY OF CASA GRANDE  
ZONING: URBAN RANCH

ACACIA ROAD

AGRICULTURE/VACANT  
CITY OF CASA GRANDE  
ZONING: GENERAL RURAL

PROPOSED EJR RANCH PAD  
AGRICULTURE/VACANT  
PINAL COUNTY  
ZONING: PAD w/ MULTIPLE ZONING

AGRICULTURE/VACANT  
CITY OF CASA GRANDE  
ZONING: URBAN RANCH



PLANNED AREA DEVELOPMENT

**EXHIBIT 5**  
SURROUNDING OWNERSHIP MAP

**PROJECT CONTACTS**

**OWNER/DEVELOPER**

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

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FAX: 602.438.0102  
ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA

HARVARD CASA GRANDE VENTURES LLC  
401-15-00402

EARLEY ROAD

GLADDEN B. DOUGLAS JR TR  
401-17-008F3

GLADDEN BONNIE CHARITABLE  
REMANDER UNITRY/  
NATIONAL HERITAGE  
FOUNDATION TR 77.3UI  
401-01-07409

CAMBRIDGE BUSINESS  
INSURANCE LTD ETAL  
401-18-00200

CORNMAN TWEEDY 590 LLC  
401-18-00101

OVERFIELD ROAD

CAMBRIDGE BUSINESS  
INSURANCE LTD ETAL  
401-01-07805

CAMBRIDGE BUSINESS  
INSURANCE LTD ETAL  
401-18-00200

ACACIA ROAD

CORNMAN TWEEDY 590 LLC  
401-18-004A6





PLANNED AREA DEVELOPMENT

**EXHIBIT 6**  
CONCEPTUAL LAND USE PLAN

**PROJECT CONTACTS**

**OWNER/DEVELOPER**  
CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**  
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SUITE 140  
PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA

**LEGEND**

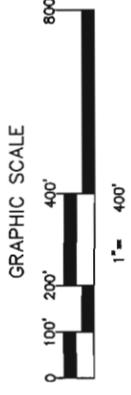
55' X 115'

60' X 120'

70' X 120'

COMMERCIAL

OPEN SPACE





The Estates at  
**Amber Waves**

PLANNED AREA DEVELOPMENT  
**PRELIMINARY LANDSCAPE  
EXHIBIT 7**

**PROJECT CONTACTS**

**OWNER/DEVELOPER**  
CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**  
ARCADIS G & M, INC.  
8222 SOUTH 48TH STREET,  
SUITE 140  
PHOENIX, ARIZONA 85044  
Tel: 602.438-0883  
Fax: 602.438-0102

**ENGINEERING CONTACT:**  
JACK PENCE, P.E.  
**PLANNING CONTACT:**  
HEATHER KINKADE-LEVARIO, ASLA



**McGough Group**  
Landscape Architecture  
11110 N. Tatum Blvd.  
Suite 100  
Phoenix, Arizona  
85028  
602-997-8008  
602-997-8031 fax



ARCADIS JOB NO. T0002063001  
DATE: 08.25.05  
REV: 09.16.05  
REV: 11.21.05

**PLANT LEGEND**

**TREES**

- |   |  |
|---|--|
| <b>LARGE - MEDIUM CANOPY TREES</b>  | SWEET ACACIA<br>DESERT MUSEUM<br>(THORNLESS PALO VERDE)                      |
| ACACIA SMALLI<br>CERCIDIUM HYBRID   | FAN-TEX ASH  |
| FRAXINUS VELUTINA<br>RIO GRANDE   | FOOTHILL PALO VERDE  |
| CERCIDIUM MICROPHYLLUM<br>CERCIDIUM PARVOX<br>PROSOPIS CHILENSIS<br>UNIONIS PAE-VIFOLIA | PALO BREA<br>THORNLESS MESQUITE<br>CORNICE LIVE OAK<br>CORNICE EVERGREEN ELM |
| ACACIA ANEURA<br>ACACIA SALICINA<br>DALBERGIA BISSOO                                    | MILWAU ACACIA<br>MILWAU ACACIA<br>BISBOO TREE                                |
| QUERCUS VIRGINIANA<br>HERITAGE  | HERITAGE LIVE OAK  |
| FIGUS V. CROCARPA NITIDA<br>NERUM OLEANDER<br>OLEA EUROPAEA<br>SMAN HILL                | INDIAN LAUREL FIG<br>TREE OLEANDER<br>FRUITLESS OLIVE                        |

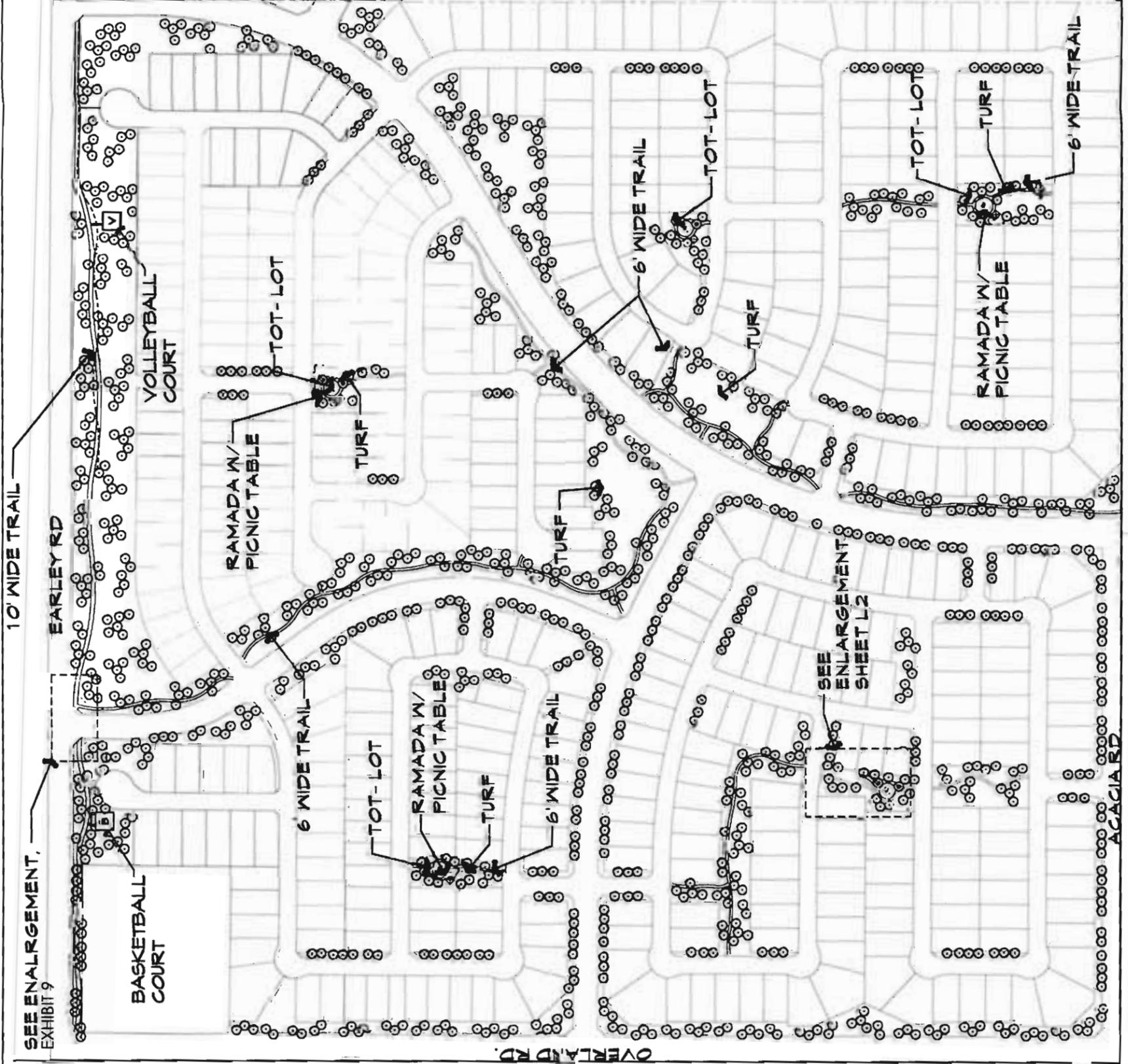
**SHRUBS/ACCENTS**

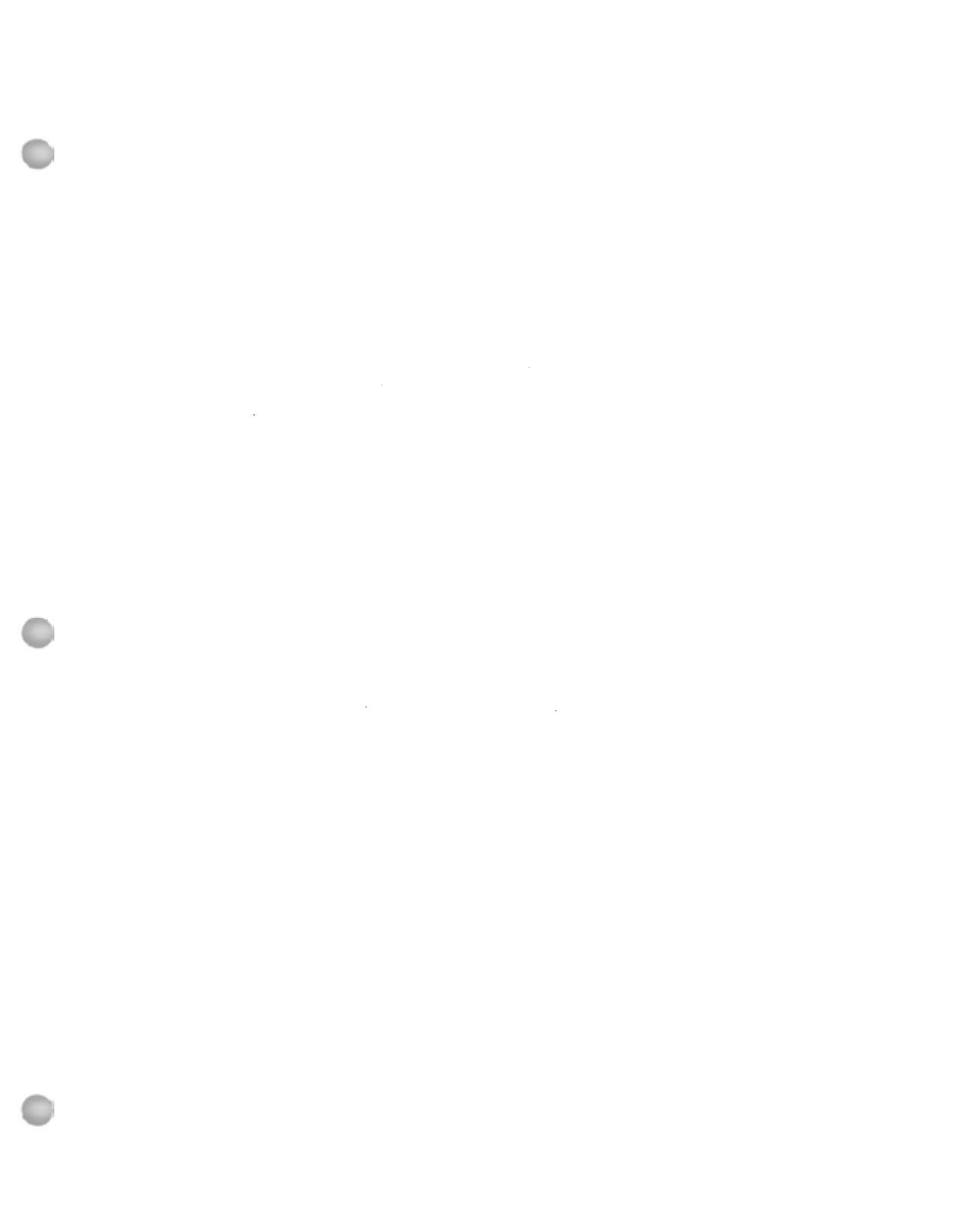
- |   |   |
|---|---|
| AGAVE SPECIES<br>AMBROSIA DELTOIDEA<br>BOUGAINVILLEA SPECIES<br>BOUGAINVILLEA LA JOLLA<br>CASSIA PHYLLIDENA<br>CASSIA NEMOPHILA<br>DIPSOSA REYFELSA<br>DIPSOSA REYFELSA<br>DIETES BICOLOR<br>EREMOPHILA SPECIES<br>HESPERALOE PARVIFLORA<br>HIBISCUS ROSA-S NENSIS<br>LEUCOPHYLLUM CANDIDUM<br>"HUNTER CLOUD" | ASAVE<br>TRIANGLE LEAF BURSAE<br>B. KARST BOUGAINVILLEA<br>BUSH BOUGAINVILLEA<br>SILVERY CASSIA<br>GREEN CASSIA<br>BLACK CHALK<br>BLACK CHALK<br>EVERGREEN IRIS<br>EVERGREEN IRIS<br>VALENTINE BUSH<br>RED YUCCA<br>CHINESE HIBISCUS<br>"HUNTER CLOUD"<br>THUNDERCLOUD SAGE<br>GREEN CLOUD SAGE |
| LEUCOPHYLLUM FRUTESCENS<br>"GREEN CLOUD"<br>LEUCOPHYLLUM LANGSHANAE<br>MULBERGIA RIGENS<br>NERUM OLEANDER<br>PITTOBOPORUM TOBIRA<br>"WHEELER'S DMARP"<br>RUPELLIA BRITTONIANA   | RIO BRAVO TEXAS SAGE<br>DEER GRASS<br>PETITE PINK OLEANDER<br>DMARP PITTOBOPORUM<br>BRITISH RUPELLIA  |

**GROUNDCOVER**

- |   |  |
|---|--|
| ASPARAGUS DENSIFLORUS<br>ACACIA REDOLENS<br>SAGGHARIS X CENTENNIAL<br>DALEA CAPTATA<br>"SIERRA GOLD"<br>LANTANA CAMARA<br>ROSMARINUS "RENE"<br>BAILEYA MULTIRADIATA<br>PENSTEMON FARRYI | ASPARAGUS FERN<br>DESERT CARPET ACACIA<br>CENTENNIAL SAGGHARIS<br>SIERRA GOLD DALEA<br>NEW GOLD LANTANA<br>RENE ROSEMARY<br>DESERT MARIGOLD<br>PENSTEMON SPECIES |
|---|--|

- DECOMPOSED GRANITE
- TURF
- ~ CONCRETE MOM STRIP





**ACTIVE OPEN SPACE  
ENLARGEMENT  
PROJECT CONTACTS**

**OWNER/DEVELOPER**

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

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SUITE 140  
PHOENIX, ARIZONA 85044  
Tel: 602-438-0883  
Fax: 602-438-0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA



**McGough Group**  
Landscape Architecture  
11110 N. Tolson Blvd.  
Suite 100  
Phoenix, Arizona  
85028  
602-997-8003  
602-997-8031 fax



**PLANT LEGEND**

**TREES**

- LARGE - MEDIUM CANOPY TREES**
- SWEET ACACIA
  - DESERT MARIUM (THORNLESS PALO VERDE)
  - FAN-TEX ASH
  - FOOTHILL PALO VERDE
  - PALO BREA
  - THORNLESS MESQUITE
  - MONDEL PINE
  - CHINESE EVERGREEN ELM
  - HILGA TREE
  - MILGA TREE
  - SIBBOO TREE
  - HERITAGE LIVE OAK
  - INDIAN LAUREL FIG
  - TREE OLEANDER
  - FRUITLESS OLIVE
- SMALL**
- ACACIA SMALLI
  - CERCIDIMUM HYBRID
  - FRAXINUS VELUTINA
  - RIO GRANDE
  - CERCIDIMUM MICROPHYLLUM
  - CERCIDIMUM PRAECOX
  - PROSOPIS CHILENSIS
  - PINUS ELDERICA
  - ULMUS PARVIFOLIA
  - ACACIA ANEURA
  - ACACIA ANEURA
  - DALBERGIA SIBBOO
  - QUERCUS VIRGINIANA
  - HERITAGE
  - FIGUS MICROCARPA 'NITDA'
  - NERIUM OLEANDER
  - OLEA EUROPAEA
  - SMAN HILL

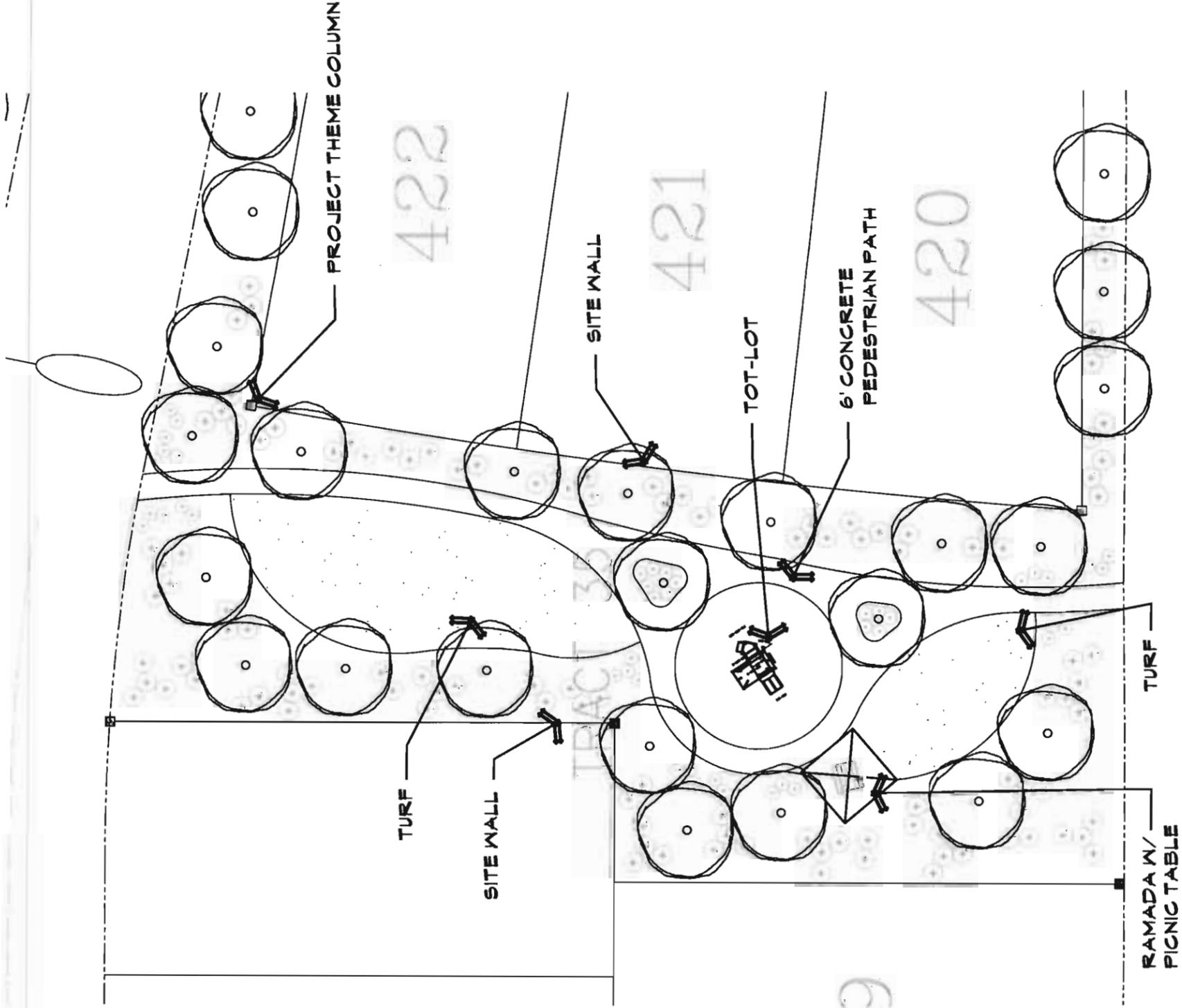
**SHRUBS/ACCENTS**

- AGAVE SPECIES
- AMBOBIA DELTOIDEA
- BOUGAINVILLEA SPECIES
- BOUGAINVILLEA 'LA JOLLA'
- CASSIA PHYLLODENDRA
- CASSIA NEMOPHILA
- CYCAS REVOLUTA
- DALEA FRUTESCENS
- DASYLIRION WHEELERI
- DIETES BICOLOR
- EREMOPHILA SPECIES
- HEPERALOE FAN PALM
- HIBISCUS ROSA-SINENSIS
- HIBISCUS ROSA-SINENSIS
- LEUCOPHYLLUM 'INDIUM'
- LEUCOPHYLLUM 'INDIUM'
- LEUCOPHYLLUM FRUTESCENS
- 'GREEN CLOUD'
- LEUCOPHYLLUM LANGMANAE
- MULLENBERGIA RISENS
- NERIUM OLEANDER
- PHOENIX PALM
- PHOENIX PALM
- RUELLIA BRITTONIANA

**GROUNDCOVER**

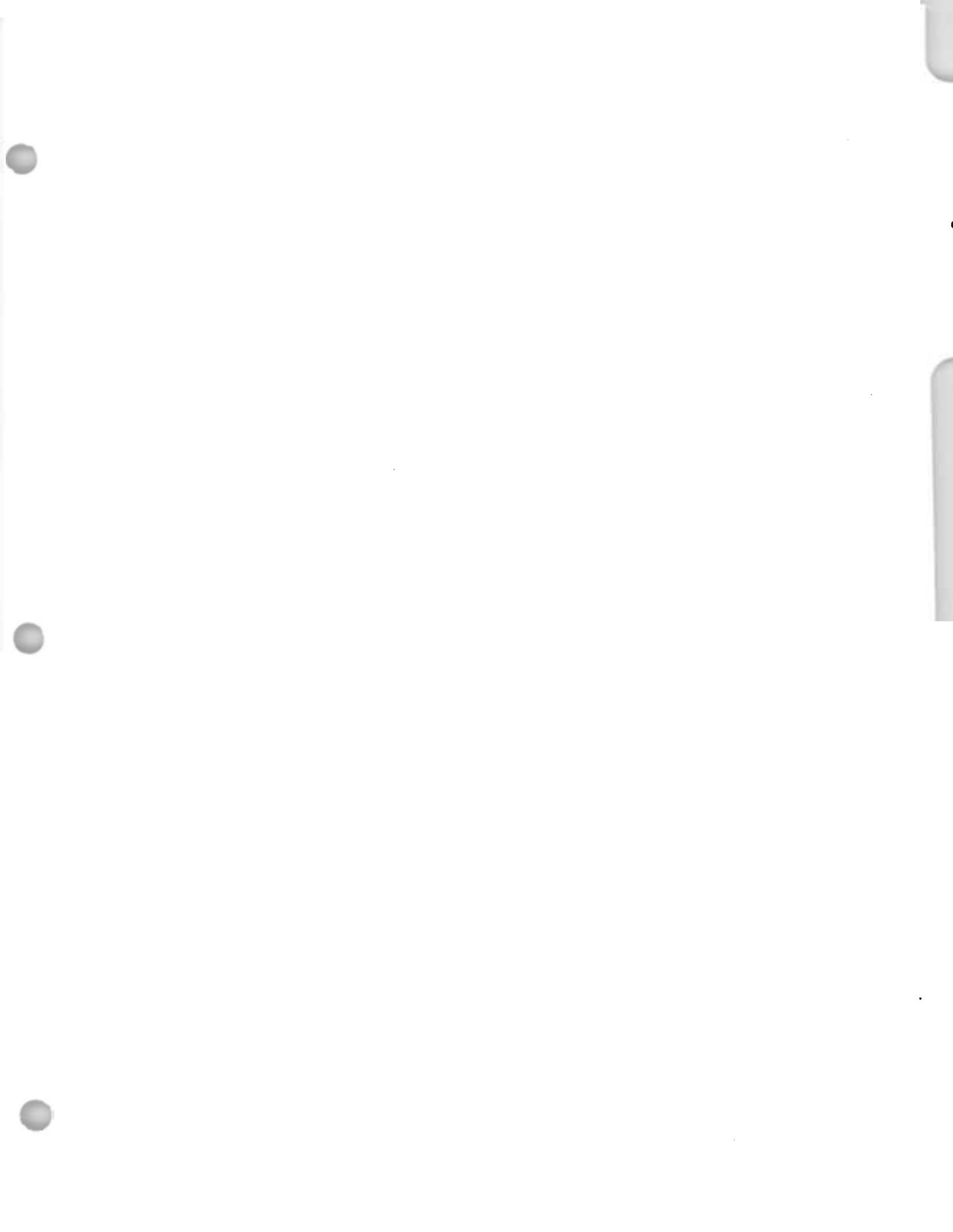
- ASPARAGUS PENN
- DESERT CARPET ACACIA
- CENTENNIAL BACCHARIS
- SIERRA GOLD DALEA
- NEW GOLD LANTANA
- IRENE ROSEMARY
- DESERT MARGOLD
- PENSTEMON SPECIES

- DECOMPOSED GRANITE
- TURF
- CONCRETE MOW STRIP



SCALE: 1"=30'-0"





**EXHIBIT 9**  
**PLANNED AREA DEVELOPMENT**  
**PROJECT ENTRY**  
**ENLARGEMENT**  
**PROJECT CONTACTS**

**OWNER/DEVELOPER**

**CARDON GROUP**  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
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FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

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**PLANT LEGEND**

**TREES**

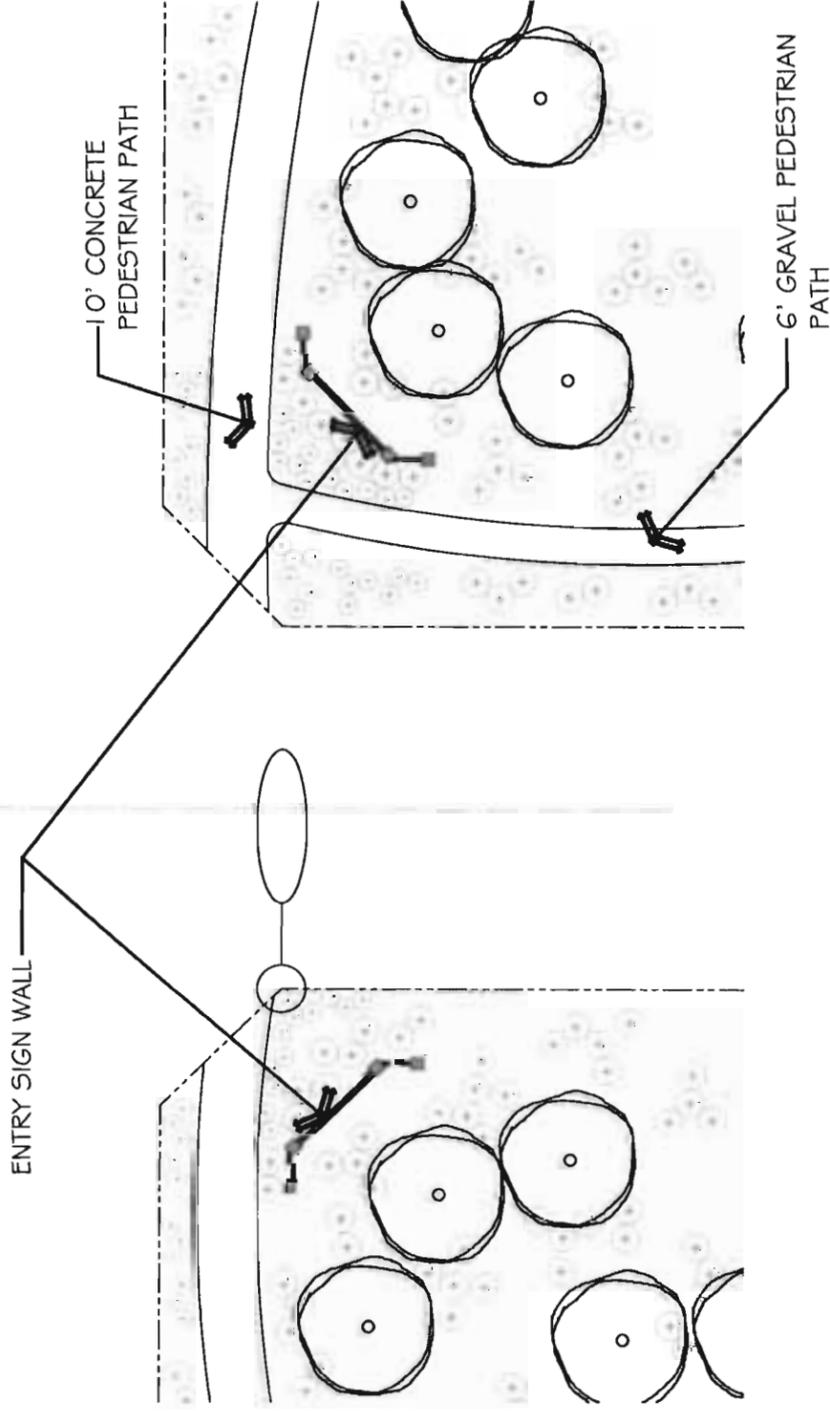
- LARGE - MEDIUM CANOPY TREES**  
SWEET ACACIA  
DESERT MUSEUM  
(THORNLESS PALO VERDE)  
FAN-TEX ASH  
FOOTHILL PALO VERDE  
PALO BREA  
THORNLESS MESQUITE  
MONDEL PINE  
CHINESE EVERGREEN ELM  
MULGA TREE  
MILLOW ACACIA  
SIBBOO TREE  
HERITAGE LIVE OAK  
INDIAN LAUREL FIS  
TREE OLEANDER  
FRUITLESS OLIVE
- SMALL HILL**
- SHRUBS/ACCENTS**  
AGAVE SPECIES  
AMBROSIA DELTOIDEA  
BOGANVILLEA SPECIES  
BOGANVILLEA LA JOLLA  
CASSIA PHYLLODENIA  
CASSIA NEMOPHILA  
CYCAS REVOLUTA  
DALEA FRUTESCENS  
DIECKHOFF YUCCA  
DIECKHOFF YUCCA  
EREMOPHILA SPECIES  
HERPESALOE PARVIFLORA  
HIBISCUS ROSA-SINENSIS  
LEUCOPHYLLUM CANDIDUM  
THUNDER CLOUD  
LEUCOPHYLLUM FRUTESCENS  
'GREEN CLOUD'  
LEUCOPHYLLUM LANGMANAE  
MULLENBERGIA RUBENS  
NERIUM OLEANDER  
PITTOFORUM TOBIKA  
'WHEELERS DMAPF'  
RUELLIA BRITTONIANA

**GROUND COVER**

- ASPARAGUS DENIFLORUS  
ACACIA REDOLENS  
BACCHARIS X CENTENNIAL  
DALEA CAPITATA  
'SIERRA GOLD'  
LANTANA CAMARA  
ROSMARINUS TRENE  
BAILEYA MULTIRADATA  
PENSTEMON PARRYI

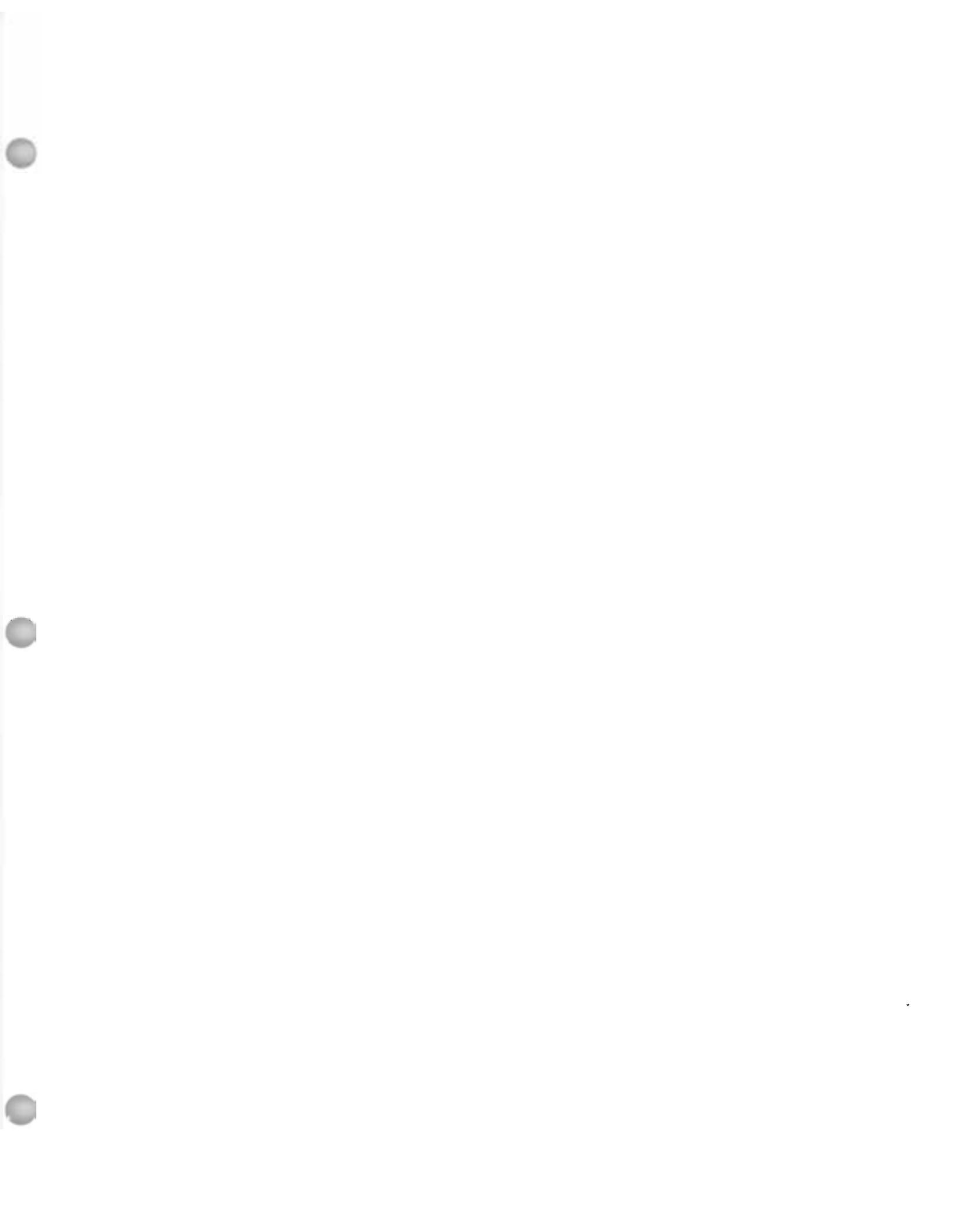
- DECOMPOSED GRANITE  
TURF  
CONCRETE MOW STRIP

**EARLEY ROAD**



**SCALE: 1" = 30'-0"**





The Estates at  
**Amber Waves**

EXHIBIT 10  
PLANNED AREA DEVELOPMENT  
WALL PLAN LAYOUT

**PROJECT CONTACTS**

**OWNER/DEVELOPER**

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

ARCADIS G & M, INC.  
8222 SOUTH 48TH STREET,  
SUITE 140  
PHOENIX, ARIZONA 85044  
Tel: 602-438-0883  
Fax: 602-438-0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA



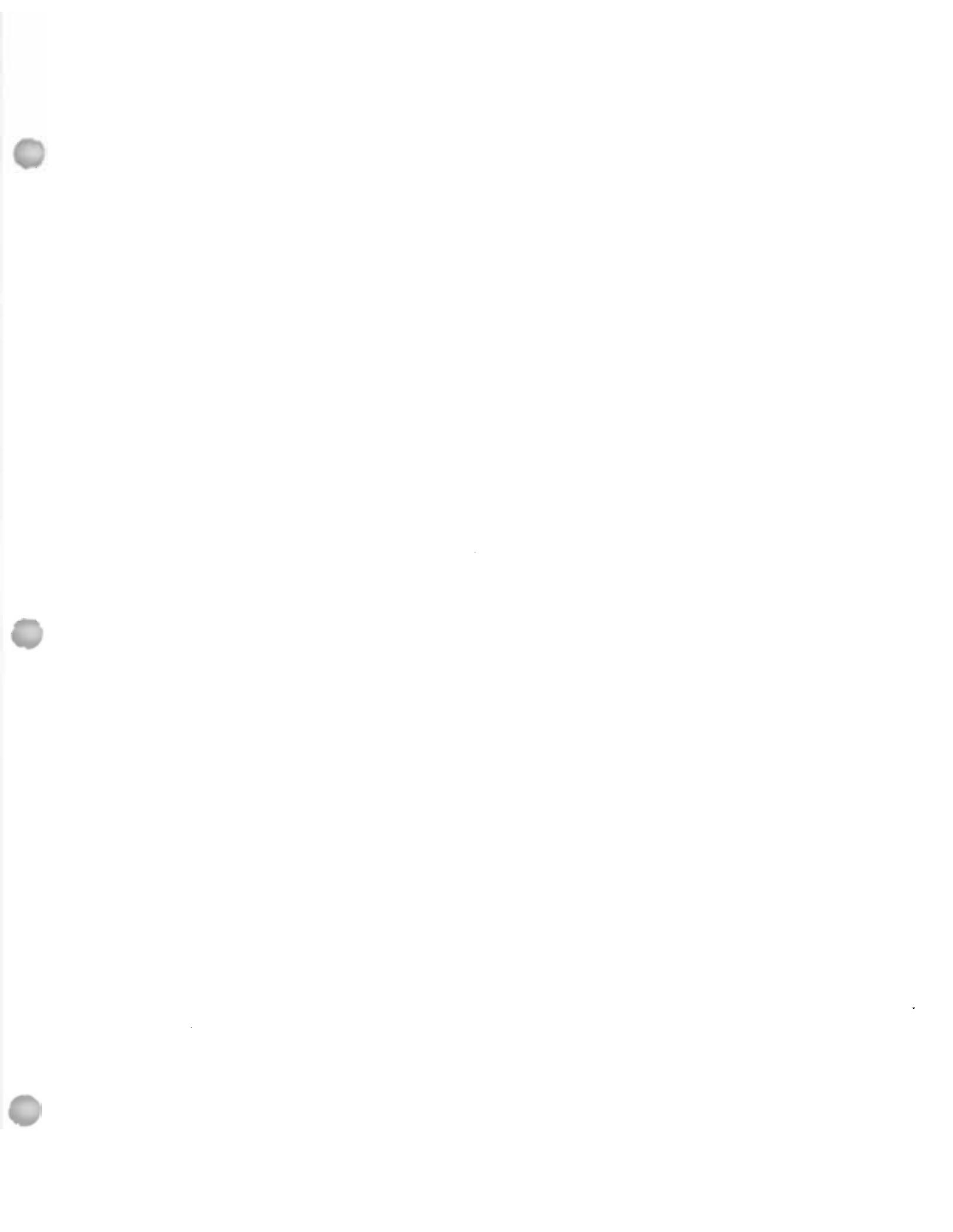
**McGough Group**  
Landscape Architecture  
11110 N. Yatum Blvd.  
Suite 100  
Phoenix, Arizona  
85028  
602-997-9083  
602-997-9031 fax



**PROJECT WALL KEY**

-  PROJECT THEME WALL
-  PROJECT VIEW WALL
-  PROJECT BUILDER WALL
-  WALL COLUMN
-  PROJECT ENTRY MONUMENT





The Estates at  
**Amber Waves**

**EXHIBIT 11**  
PLANNED AREA DEVELOPMENT  
**HARDSCAPE DETAILS**

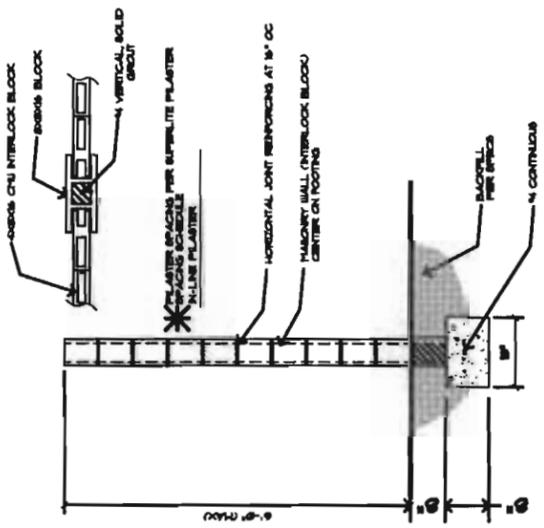
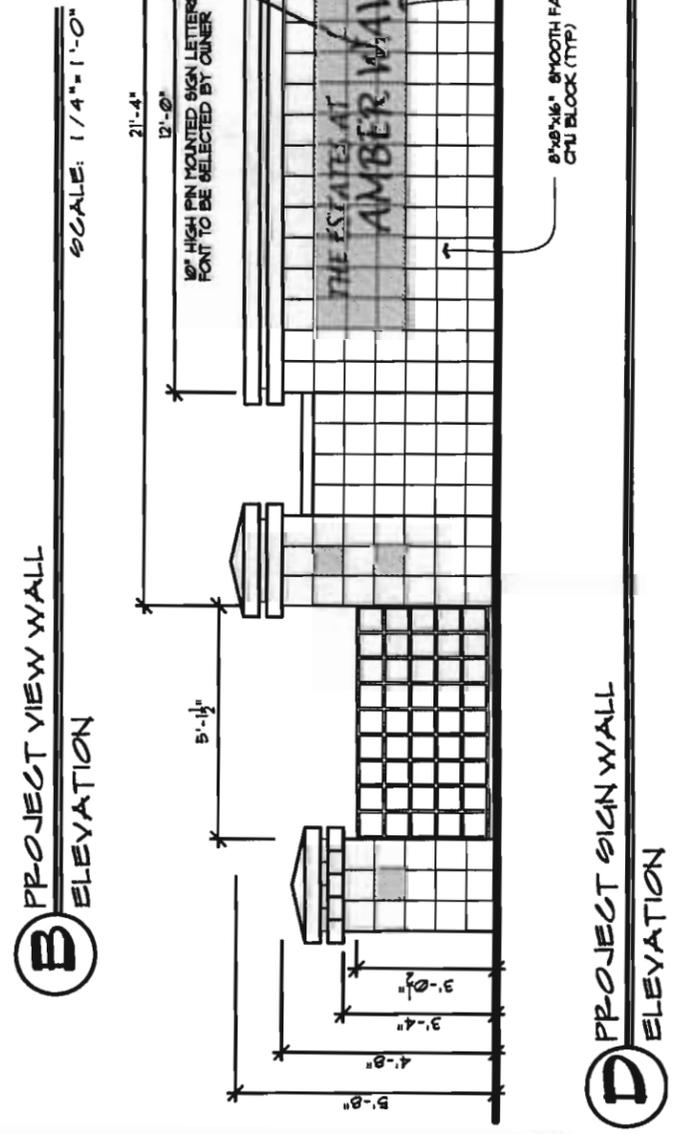
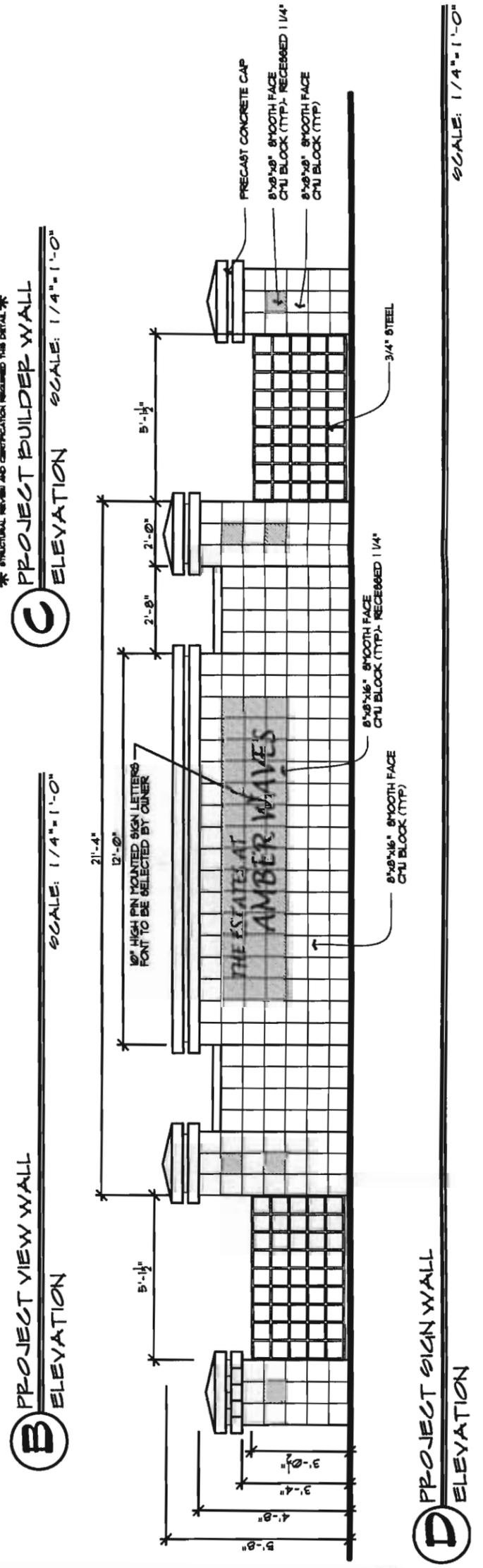
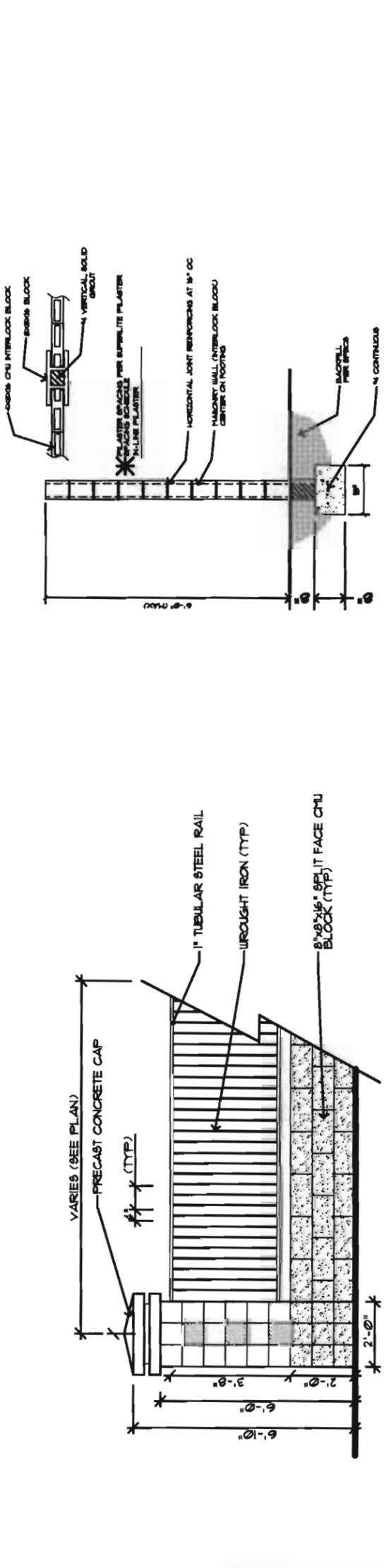
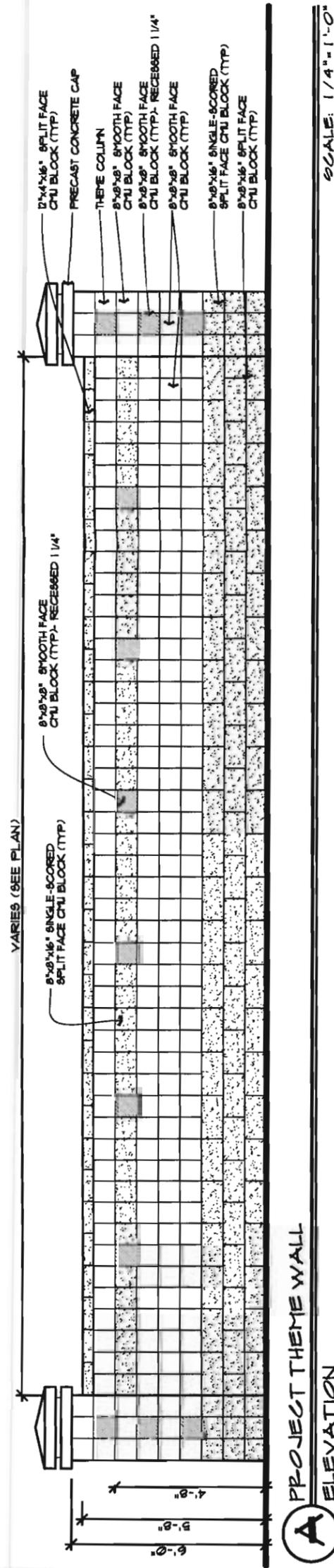
**PROJECT CONTACTS**

**OWNER/DEVELOPER**  
CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**  
ARCADIS G & M, INC.  
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SUITE 140  
PHOENIX, ARIZONA 85044  
Tel: 602 438-0883  
Fax: 602 438-0102  
**ENGINEERING CONTACT:** JACK PENCE, P.E.  
**PLANNING CONTACT:** HEATHER KINGADE-LEVARIO, ASLA

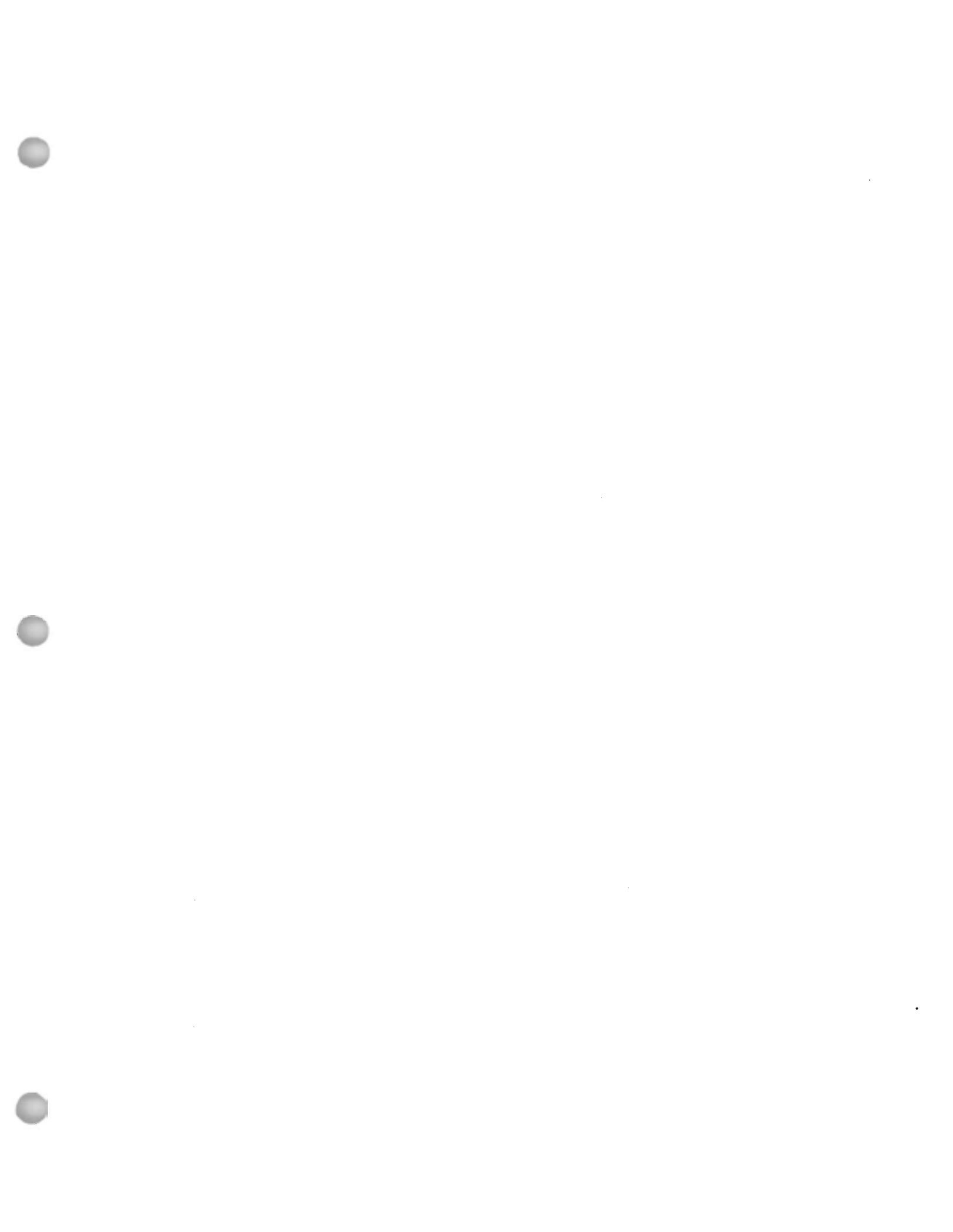


**McGough Group**  
ARCHITECTS  
11110 N. Tatum Blvd.  
Suite 1100  
Phoenix, Arizona  
85028  
602-997-9093  
602-997-9031 fax



\* STRUCTURAL REVIEW AND CERTIFICATION REQUIRED FOR THIS DETAIL \*  
**C PROJECT BUILDER WALL**  
ELEVATION SCALE: 1/4" = 1'-0"

**D PROJECT SIGN WALL**  
ELEVATION  
SCALE: 1/4" = 1'-0"



The Estates at  
**Amber Waves**

EXHIBIT 12  
PLANNED AREA DEVELOPMENT  
**TRAIL PLAN**

**PROJECT CONTACTS**

**OWNER/DEVELOPER**

CARDONGROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

ARCADIS G & M, INC.  
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SUITE 140  
PHOENIX, ARIZONA 85044  
Tel: 602 438-0883  
Fax: 602 438-0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA



**McGough Group**  
Landscape Architecture  
11110 W. Talavera Blvd.  
Suite 100  
Phoenix, Arizona  
85028  
602-997-8083  
602-997-8081 Fax

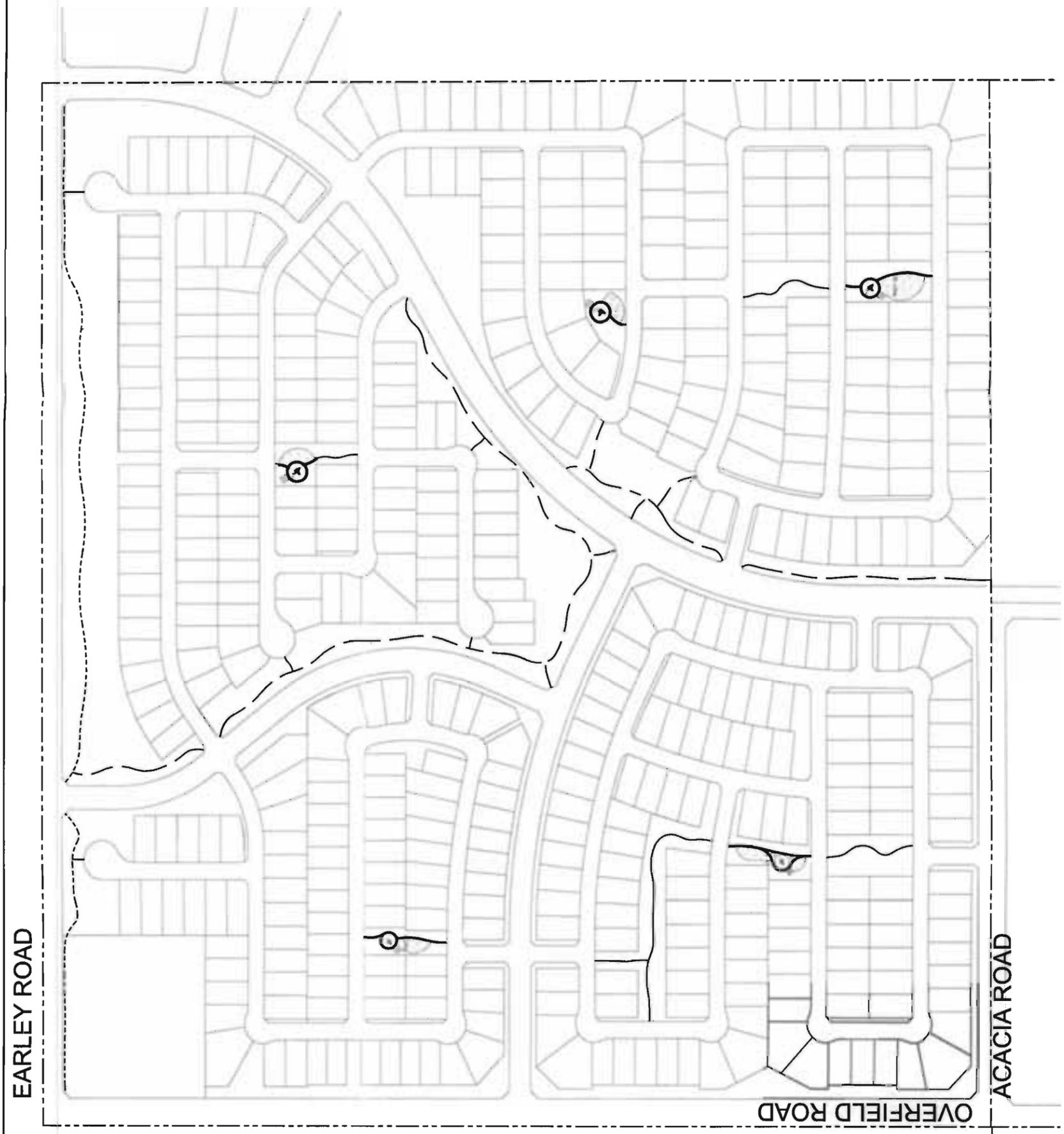


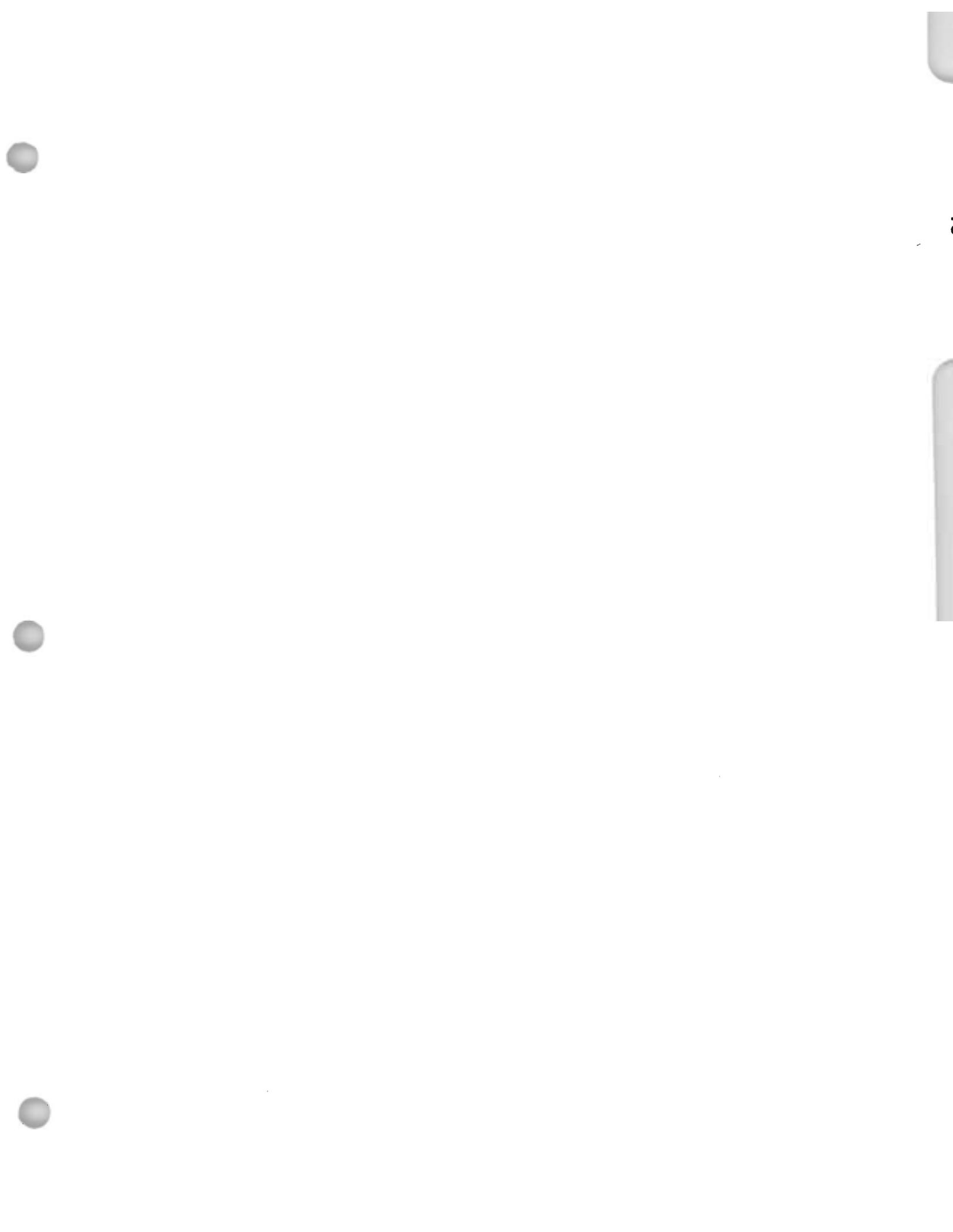
**TRAIL LEGEND**

- 6'-0" WIDE CONCRETE TRAIL
- 10'-0" WIDE CONCRETE TRAIL
- 6'-0" WIDE GRAVEL TRAIL



**ARCADIS**  
ARCADIS JOB NO. T1002063001  
DATE: 08.25.05  
REV: 09.16.05  
REV: 11.21.05





# PRELIMINARY DEVELOPMENT PLAN AND PRELIMINARY PLAT

## THE ESTATES AT AMBER WAVES

NW 1/4 OF SECTION 32 TOWNSHIP 6 SOUTH RANGE 7 EAST  
OF THE GILA AND SALT RIVER MERIDIAN PINAL COUNTY, ARIZONA

**LEGAL DESCRIPTION:**  
NW QUARTER SECTION 32, 16S, 7E

**BASIS OF BEARING:**  
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, 16S, 7E, BEING N89°45'34" W.

**BENCHMARK:**

A 2" IRON PIPE AT THE INTERSECTION OF EARLY ROAD AND HENNESSY ROAD SAID POINT BEING THE SW CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 6 EAST, G&S.R.M., PINAL COUNTY, ARIZONA. THE PUBLISHED ELEVATION IS 1425.15 FEET ABOVE MEAN SEA LEVEL, CITY OF CASA GRANDE, DATUM AS ESTABLISHED BY THOMAS HOLLENBACH DURING THE MONTH OF FEBRUARY, 1987.

**GENERAL NOTES:**

- THIS DEVELOPMENT IS LOCATED WITHIN FLOOD ZONE "C" PER FEMA MAP NUMBER 040377 0950C, PANEL 950 OF 1525, DATED AUGUST 15, 1983. ZONE "C" IS DEFINED BY FEMA AS: AREAS OF MINIMAL FLOODING.
- ALL SANITARY SEWERS SHALL BE CONSTRUCTED AT MINIMUM GRADE BASED ON PIPE SIZE SHOWN ON THE PLANS.

**SHEET INDEX:**

- COVER SHEET
- DETAIL SHEET
- PLAN SHEET
- PLAN SHEET

**DEVELOPER:**

THE CARDON GROUP  
1819 EAST SOUTHERN  
AVE, SUITE B-10  
MESA AZ, 85204  
PHONE: 480-505-9500  
FAX: 480-505-9501  
CONTACT: WILFORD CARDON

**LEGEND**

- EASEMENT LINE
- MONUMENT LINE
- PROPERTY LINE
- R.O.W. LINE
- WATER LINE
- SEWER LINE
- BOUNDARY
- CONCRETE S/W
- GRAVEL TRAIL
- BOX CULVERT
- SEWER MANHOLE (EXISTING)
- SEWER MANHOLE (PROPOSED)
- SEWER FLOW
- FIRE HYDRANT
- STREET LIGHT
- STOP SIGN
- GANG MAILBOX LOCATION
- MONUMENT
- R/W
- RIGHT OF WAY
- SW SIDEWALK
- EDGE OF PAVEMENT
- BOC
- BACK OF CURB
- BFE
- BASE FLOOD ELEVATION
- EX S
- EXISTING SEWER
- (UUU)
- PROPOSED TOT LOT
- PHASE LINE



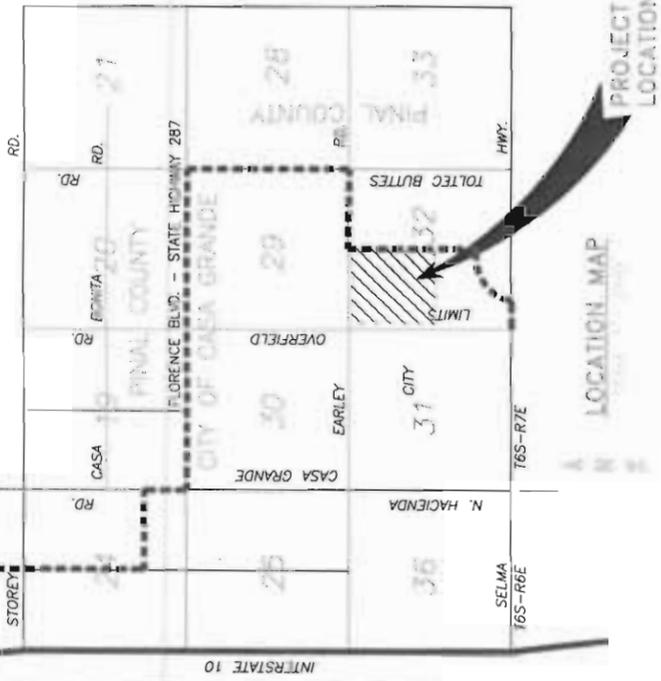
**VICINITY MAP**  
SCALE: 1" = 200'

**SITE DATA:**

GROSS AREA	161.77 AC
NET AREA	120.35 AC
GROSS RESIDENTIAL AREA	120.35 AC
GROSS COMMERCIAL AREA	556.68 AC
NET AREA (RESIDENTIAL)	1.11 AC
NET AREA (COMMERCIAL)	3.85 AC
EXISTING ZONING	GR (GENERAL RURAL)
PROPOSED ZONING	PAD
RESIDENTIAL	
NUMBER OF LOTS	486
DENSITY	(SEE PARCEL DATA)
TOTAL OPEN SPACE	29.12 AC (18% OF THE SITE)
MINIMUM LOT AREA	6000 SF
MAXIMUM LOT AREA	18378.79 SF
AVERAGE LOT AREA	7892.48 SF
MAXIMUM STRUCTURE HEIGHT	28' / 2 STORY
MAXIMUM LOT COVERAGE	50%
RIGHT OF WAY (RESIDENTIAL)	39.39 AC
RIGHT OF WAY (COMMERCIAL)	1.13 AC

**UTILITIES:**

SEWER	SCOTT BENDER	CITY OF CASA GRANDE	520-421-8623
WATER	JERRY DREXEL	ARIZONA WATER COMPANY	520-836-8785
REFUSE	SCOTT BENDER	CITY OF CASA GRANDE	520-421-8623
ELECTRIC	ANDREW BENDER	E D-2	520-723-7741
TELEPHONE	GENE BRUMEL	QWEST	520-426-6743
GAS	DOUG WILCHER	SOUTHWEST GAS	520-636-8251
CATV	TISHA ARTHUR	COX COMMUNICATIONS	623-322-7857
USPS	ROXANNE HILL	CASA GRANDE OFFICE	800-257-8777
HYDRANT LOCATIONS	CHRIS HERNANDEZ	CASA GRANDE FIRE DEPARTMENT	520-836-7221



**TRACT DATA**

TRACT NO.	SQ. FT.	ACRES	PROPOSED USE
1	120,350,000	2.75	RESIDENTIAL
2	120,350,000	2.75	RESIDENTIAL
3	120,350,000	2.75	RESIDENTIAL
4	120,350,000	2.75	RESIDENTIAL
5	120,350,000	2.75	RESIDENTIAL
6	120,350,000	2.75	RESIDENTIAL
7	120,350,000	2.75	RESIDENTIAL
8	120,350,000	2.75	RESIDENTIAL
9	120,350,000	2.75	RESIDENTIAL
10	120,350,000	2.75	RESIDENTIAL
11	120,350,000	2.75	RESIDENTIAL
12	120,350,000	2.75	RESIDENTIAL
13	120,350,000	2.75	RESIDENTIAL
14	120,350,000	2.75	RESIDENTIAL
15	120,350,000	2.75	RESIDENTIAL
16	120,350,000	2.75	RESIDENTIAL
17	120,350,000	2.75	RESIDENTIAL
18	120,350,000	2.75	RESIDENTIAL
19	120,350,000	2.75	RESIDENTIAL
20	120,350,000	2.75	RESIDENTIAL
21	120,350,000	2.75	RESIDENTIAL
22	120,350,000	2.75	RESIDENTIAL
23	120,350,000	2.75	RESIDENTIAL
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26	120,350,000	2.75	RESIDENTIAL
27	120,350,000	2.75	RESIDENTIAL
28	120,350,000	2.75	RESIDENTIAL
29	120,350,000	2.75	RESIDENTIAL
30	120,350,000	2.75	RESIDENTIAL
31	120,350,000	2.75	RESIDENTIAL
32	120,350,000	2.75	RESIDENTIAL
33	120,350,000	2.75	RESIDENTIAL
34	120,350,000	2.75	RESIDENTIAL
35	120,350,000	2.75	RESIDENTIAL
36	120,350,000	2.75	RESIDENTIAL

**PARCEL DATA**

PARCEL NO.	PROPOSED VALUE	NET AREA (ACRES)	NET AREA (SQ. FT.)	TRACT AREA (ACRES)	TRACT AREA (SQ. FT.)	TOTAL AREA (ACRES)	TOTAL AREA (SQ. FT.)
1	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
2	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
3	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
4	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
5	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
6	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
7	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
8	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
9	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
10	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
11	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
12	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
13	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
14	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
15	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
16	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
17	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
18	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
19	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
20	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
21	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
22	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
23	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
24	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
25	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
26	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
27	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
28	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
29	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
30	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
31	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
32	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
33	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
34	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
35	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000
36	120,350,000	2.75	120,350,000	2.75	120,350,000	2.75	120,350,000

**THE ESTATES AT AMBER WAVES**  
PRELIMINARY PLAT  
CASA GRANDE, ARIZONA  
PINAL COUNTY, ARIZONA

PLANNING

AUGUST 2005  
SCALE: 1" = 200'

**ARCADIS**

8222 SOUTH 48TH STREET,  
SUITE 140, ARIZONA 85044  
PHOENIX, ARIZONA 85044  
Tel: 602/438-0883  
Fax: 602/438-0102

ARCADIS JOB NO. AZ002063





THE ESTATES AT AMBER WAVES  
 PRELIMINARY PLAT  
 CASA GRANDE,  
 PINAL COUNTY, ARIZONA



AUGUST 2005  
 2005-0005

PHASE 4  
PHASE 3



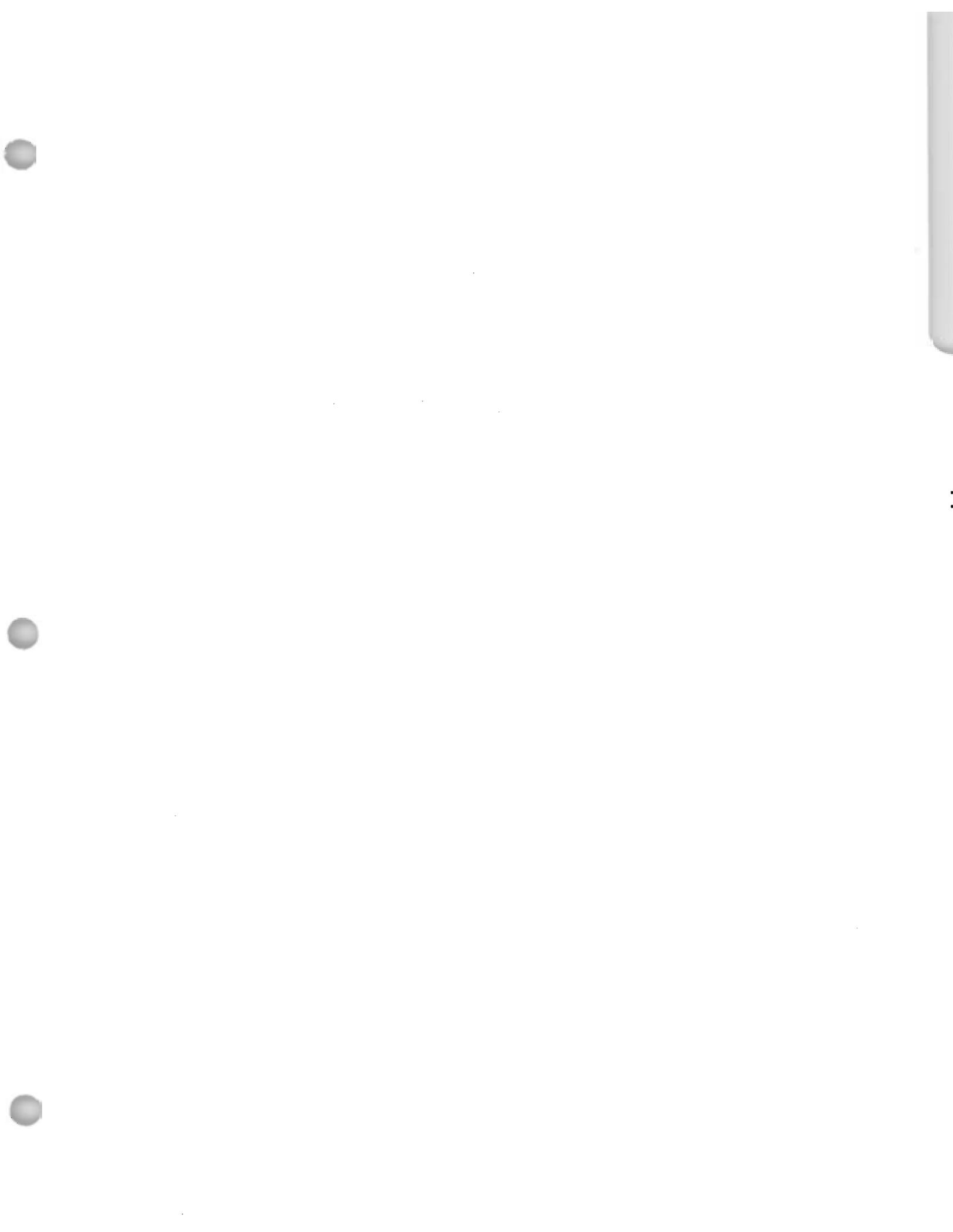
THE ESTATES AT AMBER WAVES  
PRELIMINARY PLAT  
CASA GRANDE,  
PINAL COUNTY, ARIZONA



AUGUST 2005  
SEPTEMBER 2005

ARCADIS  
8222 SOUTH 48TH STREET,  
SUITE 140  
PHOENIX, ARIZONA 85044  
Tel: 602/438-0883  
Fax: 602/438-0102

ARCADIS JOB NO. AZ002063



PLANNED AREA DEVELOPMENT

**EXHIBIT 14**  
CIRCULATION PLAN

**PROJECT CONTACTS**

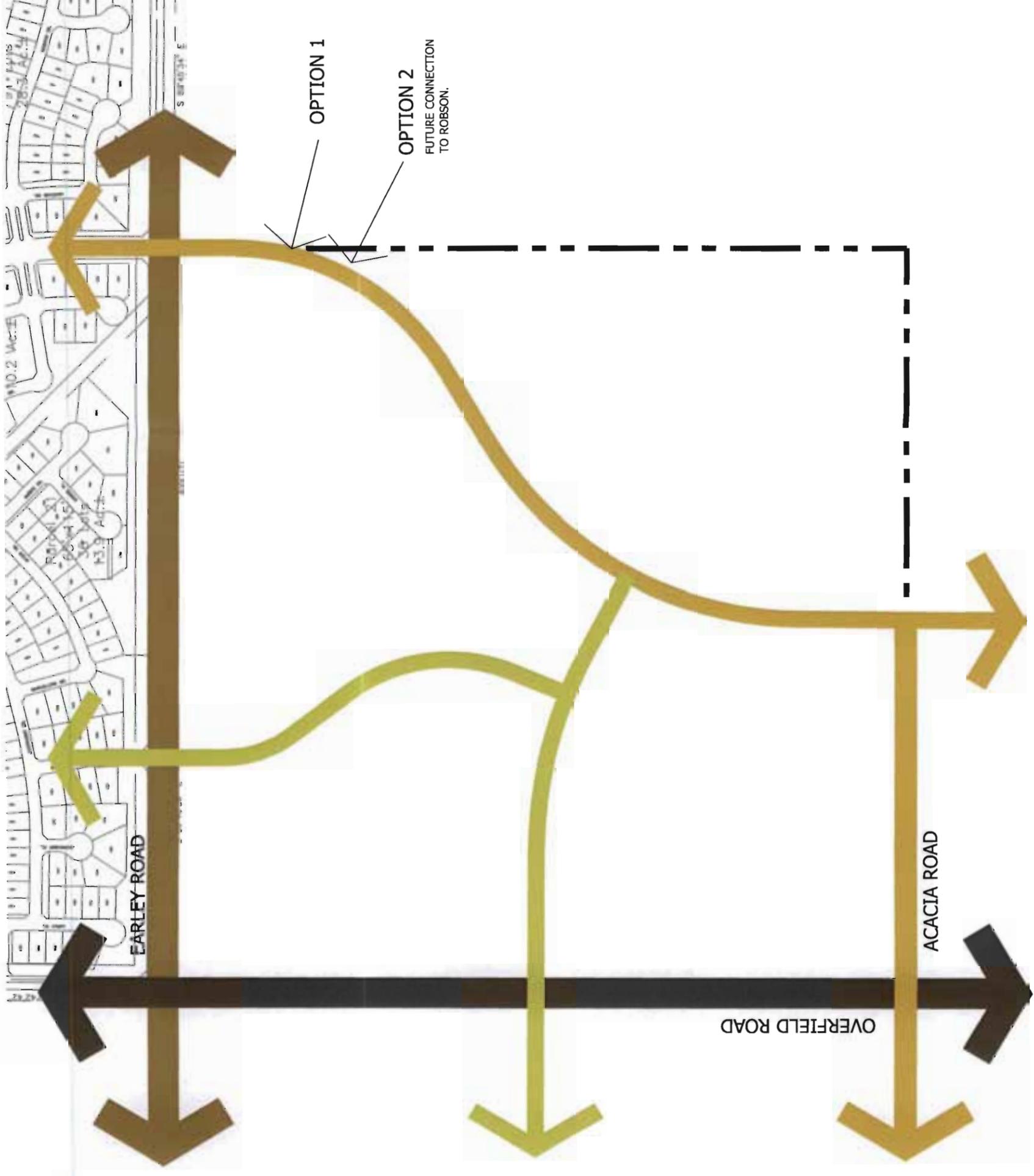
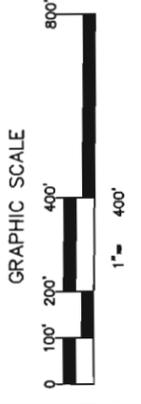
**OWNER/DEVELOPER**

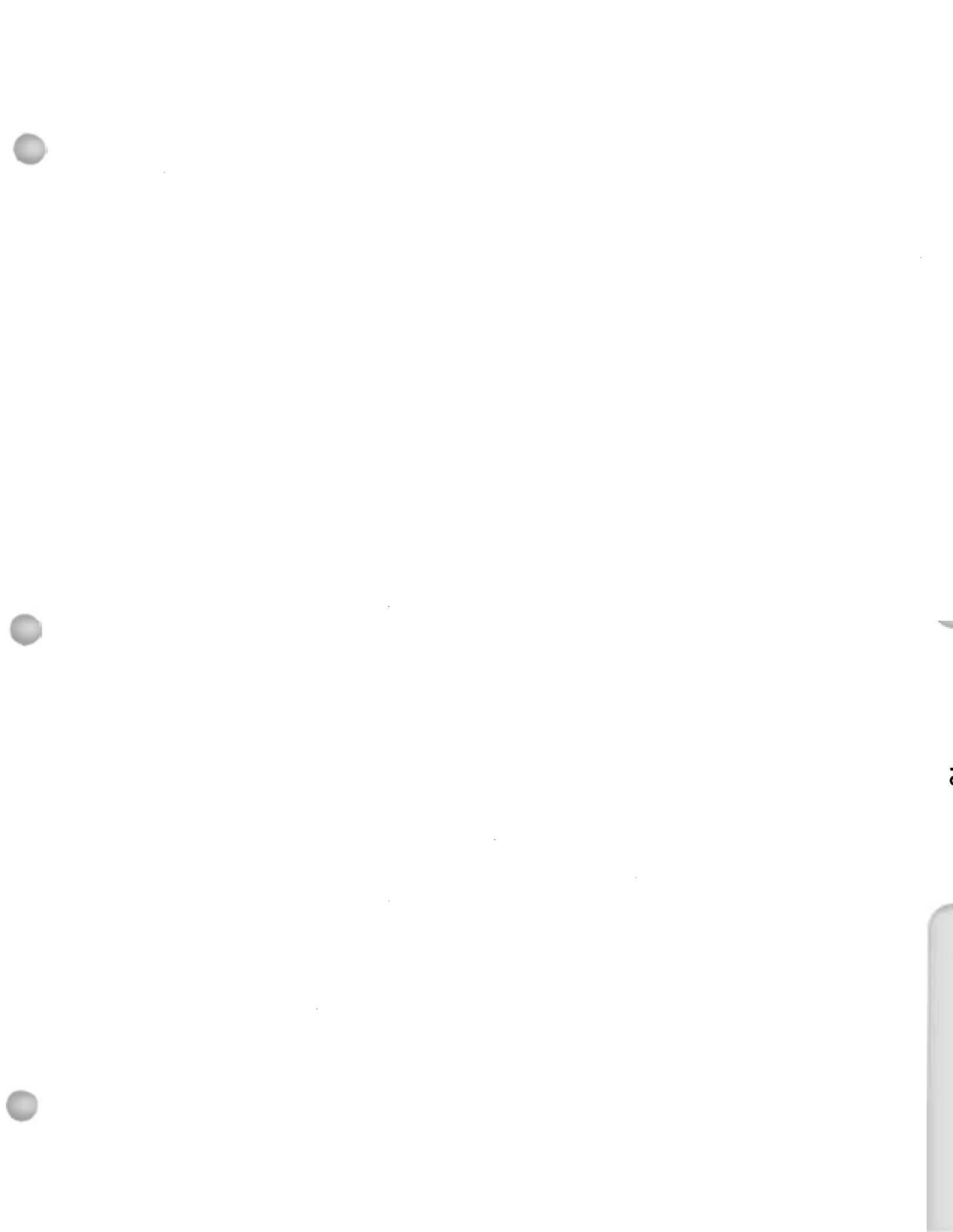
CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

ARCADIS G & M, INC.  
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PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102  
ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA

**LEGEND**





PLANNED AREA DEVELOPMENT

**EXHIBIT 15**  
STREET SECTIONS

**PROJECT CONTACTS**

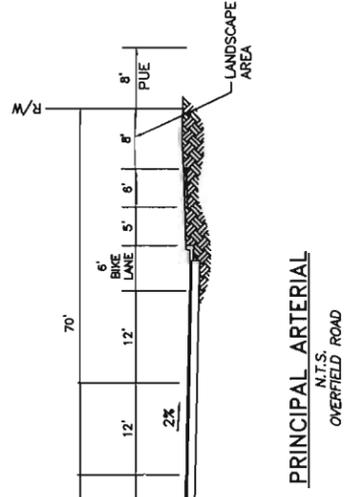
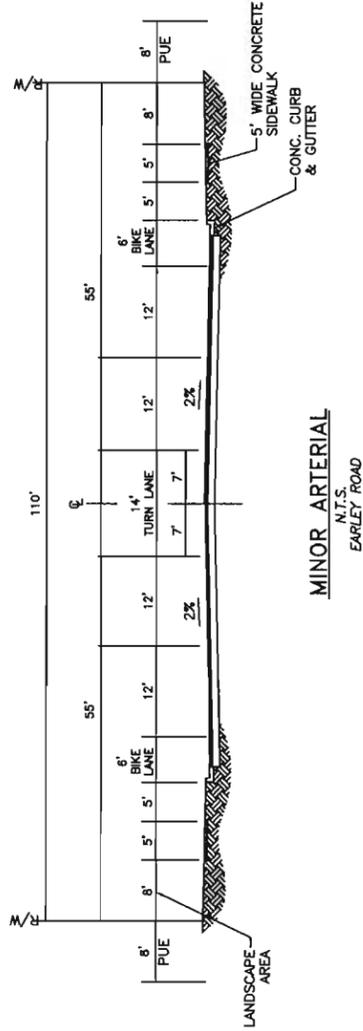
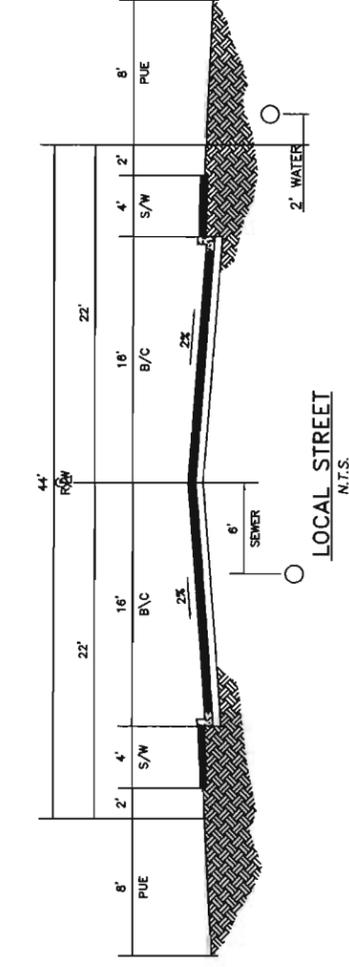
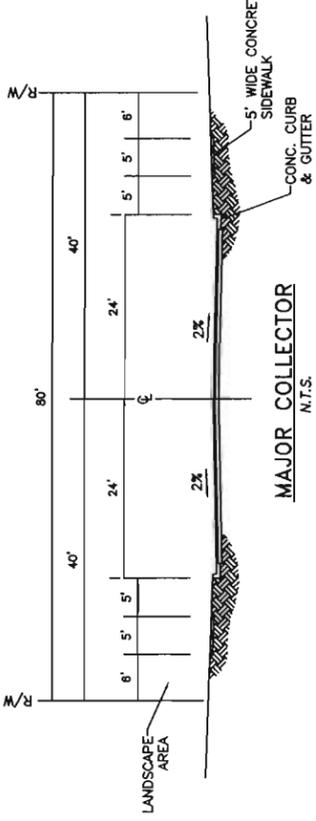
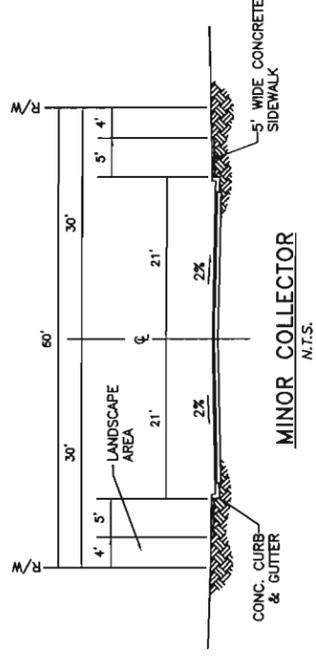
**OWNER/DEVELOPER**

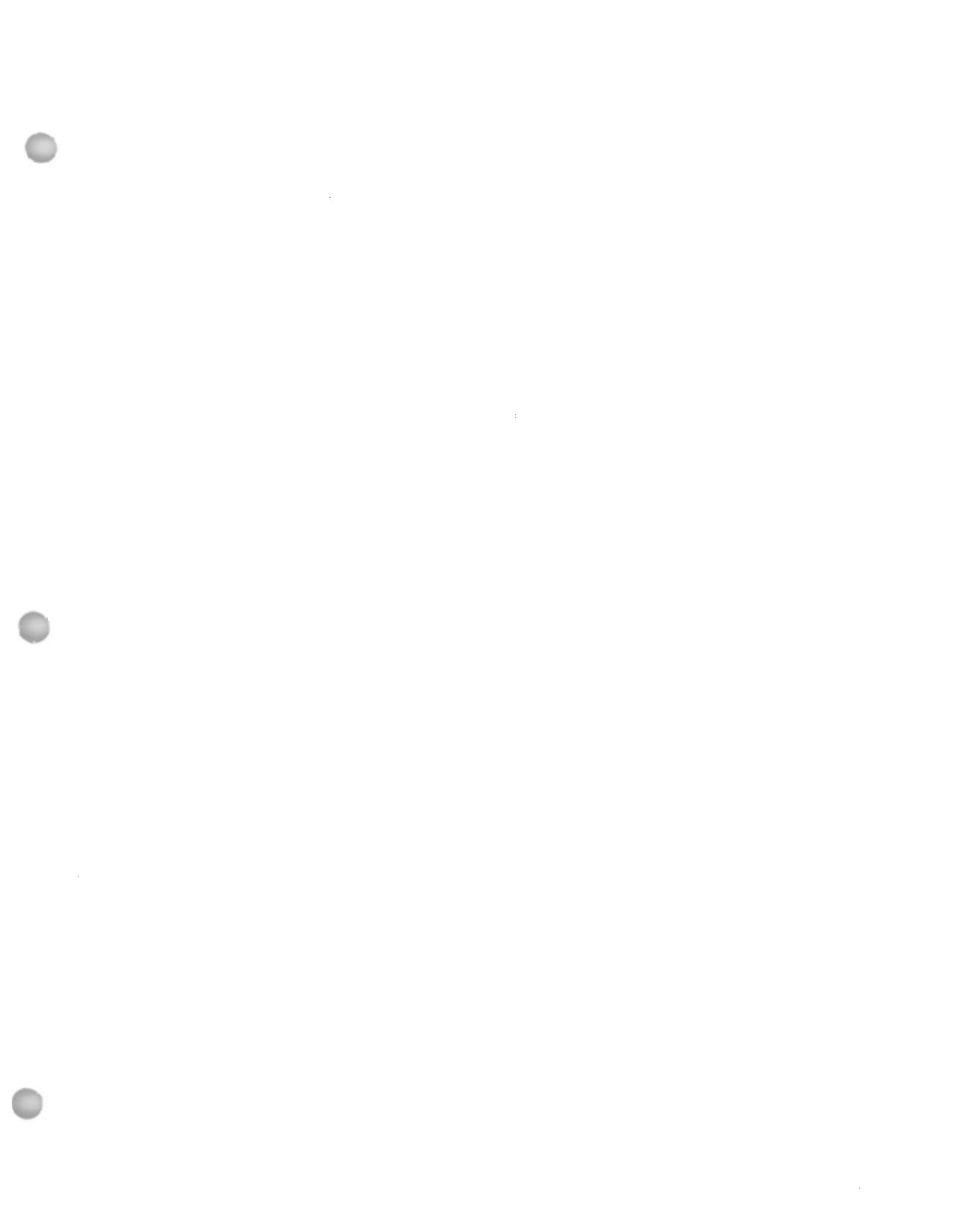
CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

ARCADIS G & M, INC.  
8222 SOUTH 48TH STREET,  
SUITE 140  
PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA





PLANNED AREA DEVELOPMENT

**EXHIBIT 16**  
PHASING EXHIBIT

**PROJECT CONTACTS**

**OWNER/DEVELOPER**

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

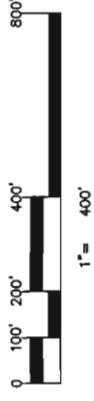
ARCADIS G & M, INC.  
8222 SOUTH 48TH STREET,  
SUITE 140  
PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102  
ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA

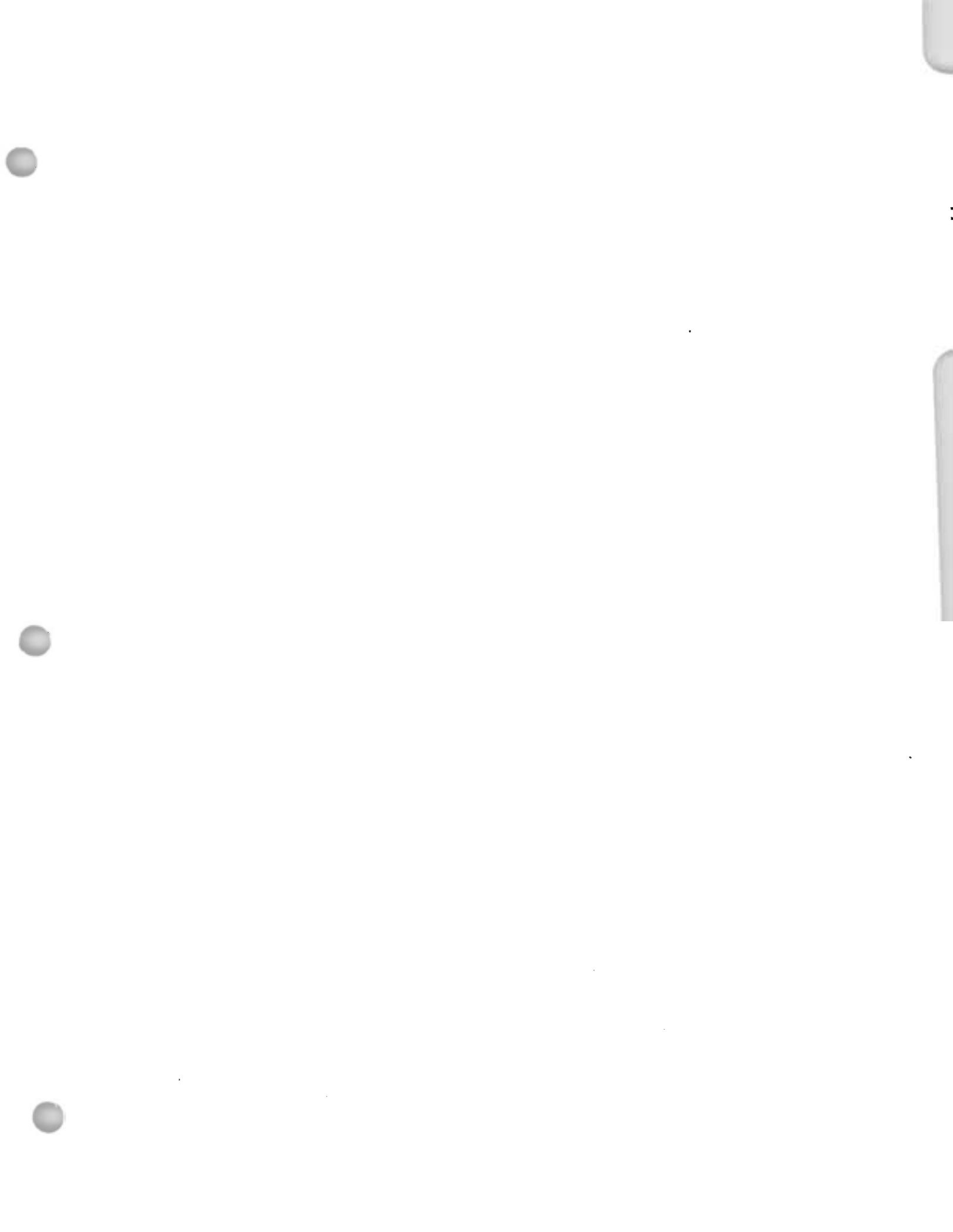
**LEGEND**

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5
- PHASE 6



GRAPHIC SCALE





PLANNED AREA DEVELOPMENT

EXHIBIT 17  
FIRM EXHIBIT

PROJECT CONTACTS

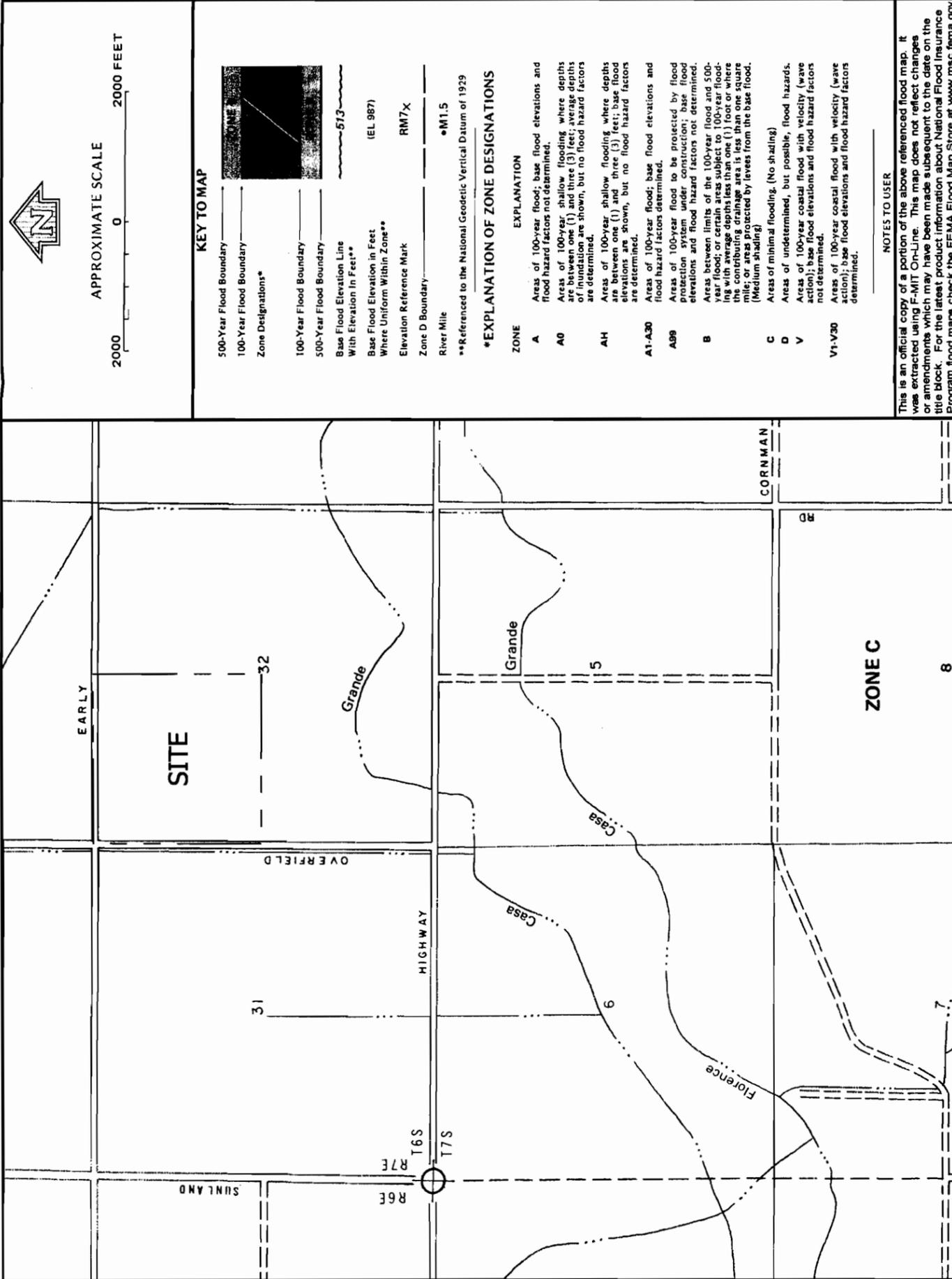
OWNER/DEVELOPER

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

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PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

PINAL COUNTY,  
ARIZONA  
(UNINCORPORATED AREAS)

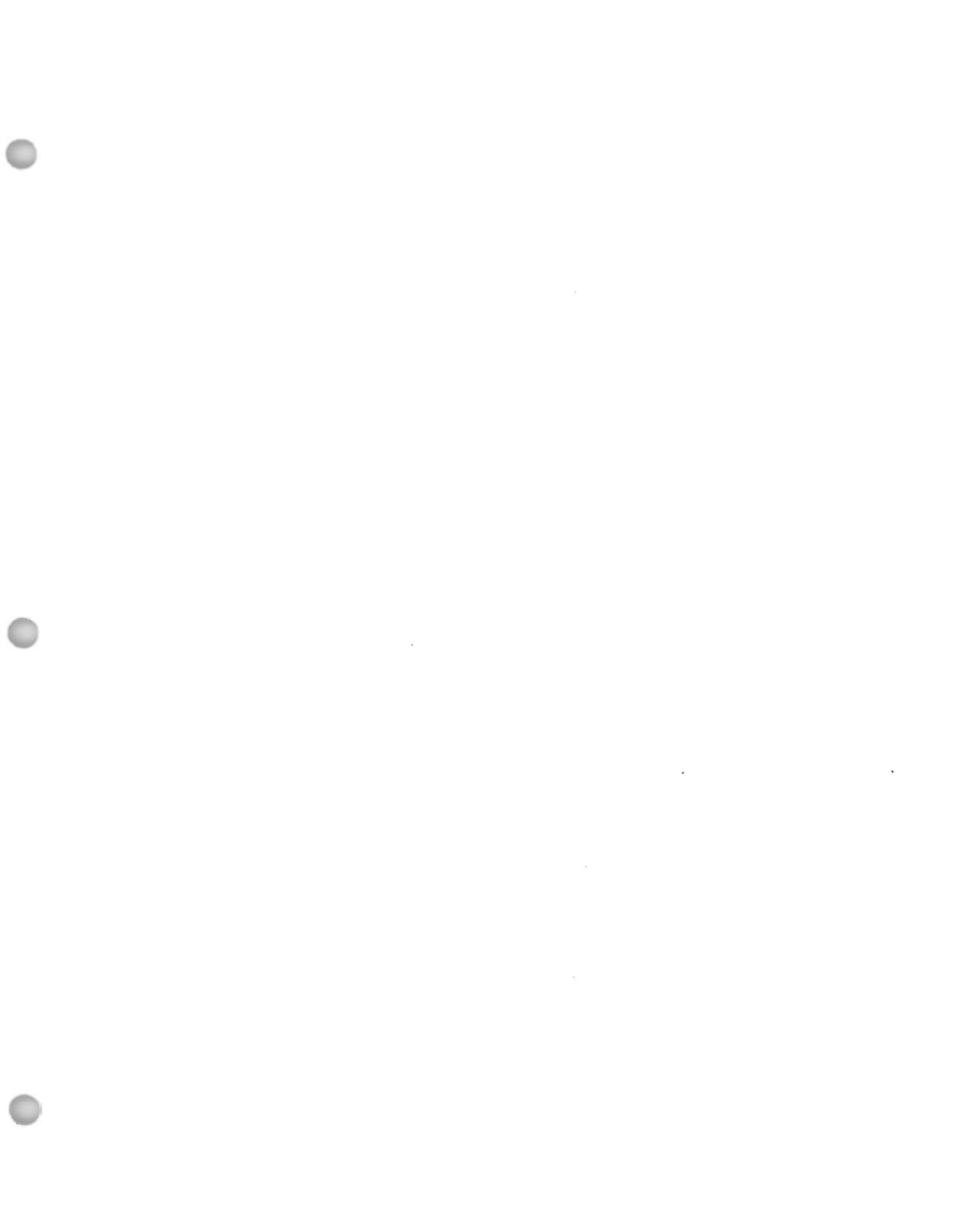
PANEL 950 OF 1525  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER  
040077 0950 C

EFFECTIVE DATE:  
AUGUST 15, 1983

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



The Estates at  
**Amber Waves**

PLANNED AREA DEVELOPMENT

**EXHIBIT 18**  
WATER PLAN  
PROJECT CONTACTS

**OWNER/DEVELOPER**

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

ARCADIS G & M, INC.  
8222 SOUTH 48TH STREET,  
SUITE 140  
PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102  
ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA

**LEGEND**

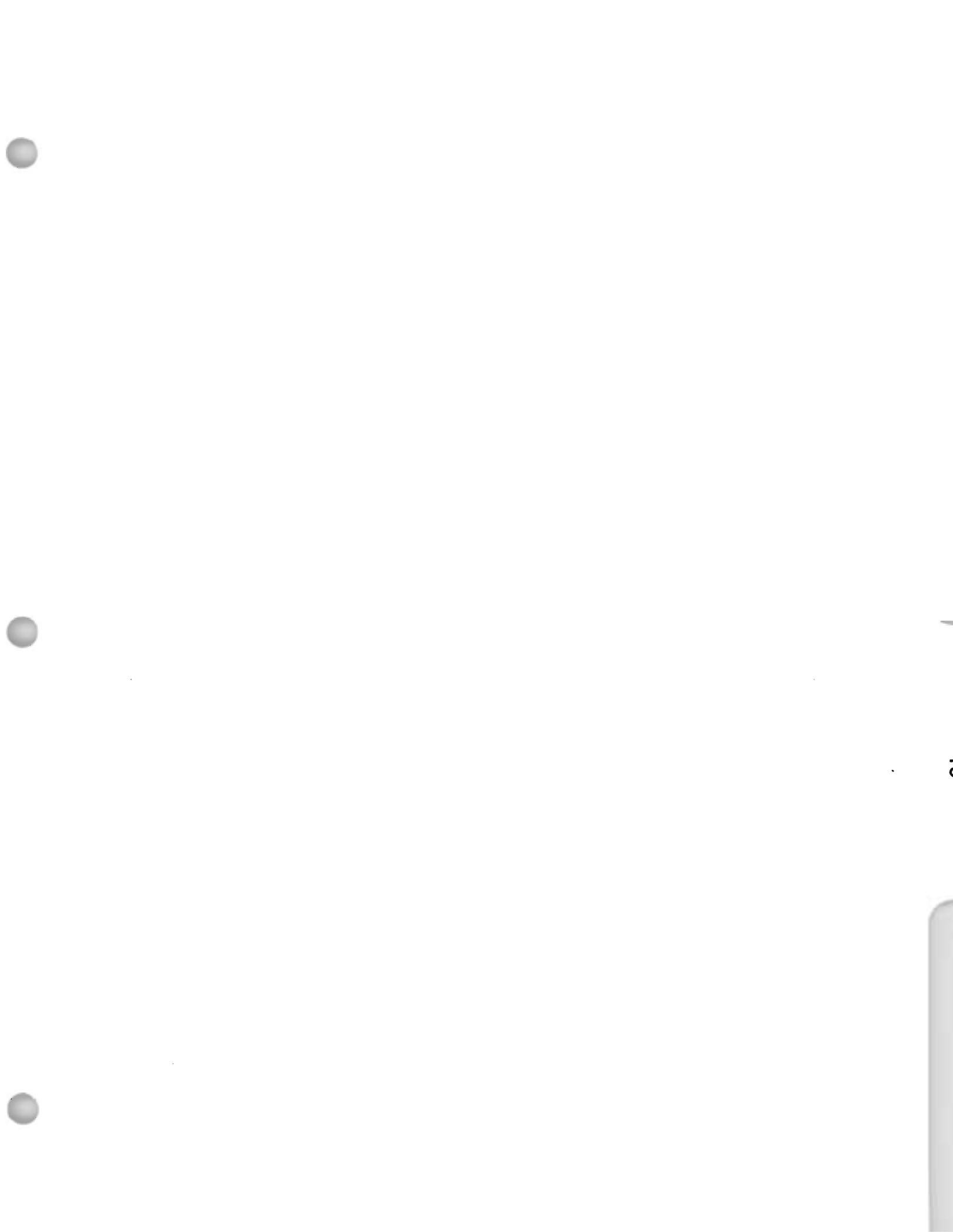
- 8" WATERLINE
- FIRE HYDRANT



GRAPHIC SCALE



**ARCADIS**  
ARCADIS JOB NO. T1002063001  
DATE: 08.25.05  
REV: 09.16.05  
REV: 11.21.05



PLANNED AREA DEVELOPMENT

**EXHIBIT 19**  
WASTEWATER PLAN  
PROJECT CONTACTS

**OWNER/DEVELOPER**

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**

ARCADIS G & M, INC.  
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SUITE 140  
PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA

**LEGEND**

- 8" SEWERLINE
- FIRE HYDRANT
- FLOW ARROWS



GRAPHIC SCALE





PLANNED AREA DEVELOPMENT

**EXHIBIT 20**  
CONTEXT MAP

Sheet 1 of 2

**PROJECT CONTACTS**

**OWNER/DEVELOPER**

CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

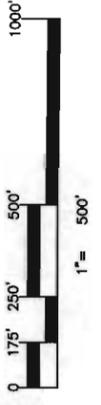
**PLANNER/ENGINEER**

ARCADIS G & M, INC.  
8222 SOUTH 48TH STREET,  
SUITE 140  
PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA



GRAPHIC SCALE



PLANNED AREA DEVELOPMENT

**EXHIBIT 20**  
SITE PHOTOS  
Sheet 2 of 2

**PROJECT CONTACTS**

**OWNER/DEVELOPER**  
CARDON GROUP  
1819 EAST SOUTHERN AVENUE, SUITE B-10  
MESA, AZ 85204  
PHONE: 480.505.9500  
FAX: 480.505.9501  
CONTACT: WILFORD R. CARDON

**PLANNER/ENGINEER**  
ARCADIS G & M, INC.  
8222 SOUTH 48TH STREET,  
SUITE 140  
PHOENIX, ARIZONA 85044  
PHONE: 602.438.0883  
FAX: 602.438.0102

ENGINEERING CONTACT: JACK PENCE, P.E.  
PLANNING CONTACT: HEATHER KINKADE-LEVARIO, ASLA



PHOTO No. A-6  
LOOKING NORTH (005)



PHOTO No. C-12  
LOOKING SOUTH (016)



PHOTO No. E-18  
LOOKING NORTHEAST (042)



PHOTO No. F-24  
LOOKING SOUTHEAST (048)



PHOTO No. A-5  
LOOKING WEST (007)



PHOTO No. C-11  
LOOKING EAST (014)



PHOTO No. D-17  
LOOKING SOUTHWEST (018)



PHOTO No. F-23  
LOOKING NORTHEAST (047)



PHOTO No. A-4  
LOOKING SOUTHWEST (008)



PHOTO No. B-10  
LOOKING WEST (010)



PHOTO No. D-16  
LOOKING SOUTH (019)



PHOTO No. E-22  
LOOKING WEST (046)



PHOTO No. A-3  
LOOKING SOUTHWEST (001)



PHOTO No. B-9  
LOOKING SOUTH (011)



PHOTO No. C-15  
LOOKING NORTHWEST (015)



PHOTO No. E-21  
LOOKING SOUTHWEST (045)



PHOTO No. A-2  
LOOKING SOUTH (002)



PHOTO No. B-8  
LOOKING SOUTHEAST (012)



PHOTO No. C-14  
LOOKING WEST (013)



PHOTO No. E-20  
LOOKING SOUTHEAST (044)



PHOTO No. A-1  
LOOKING EAST (003)



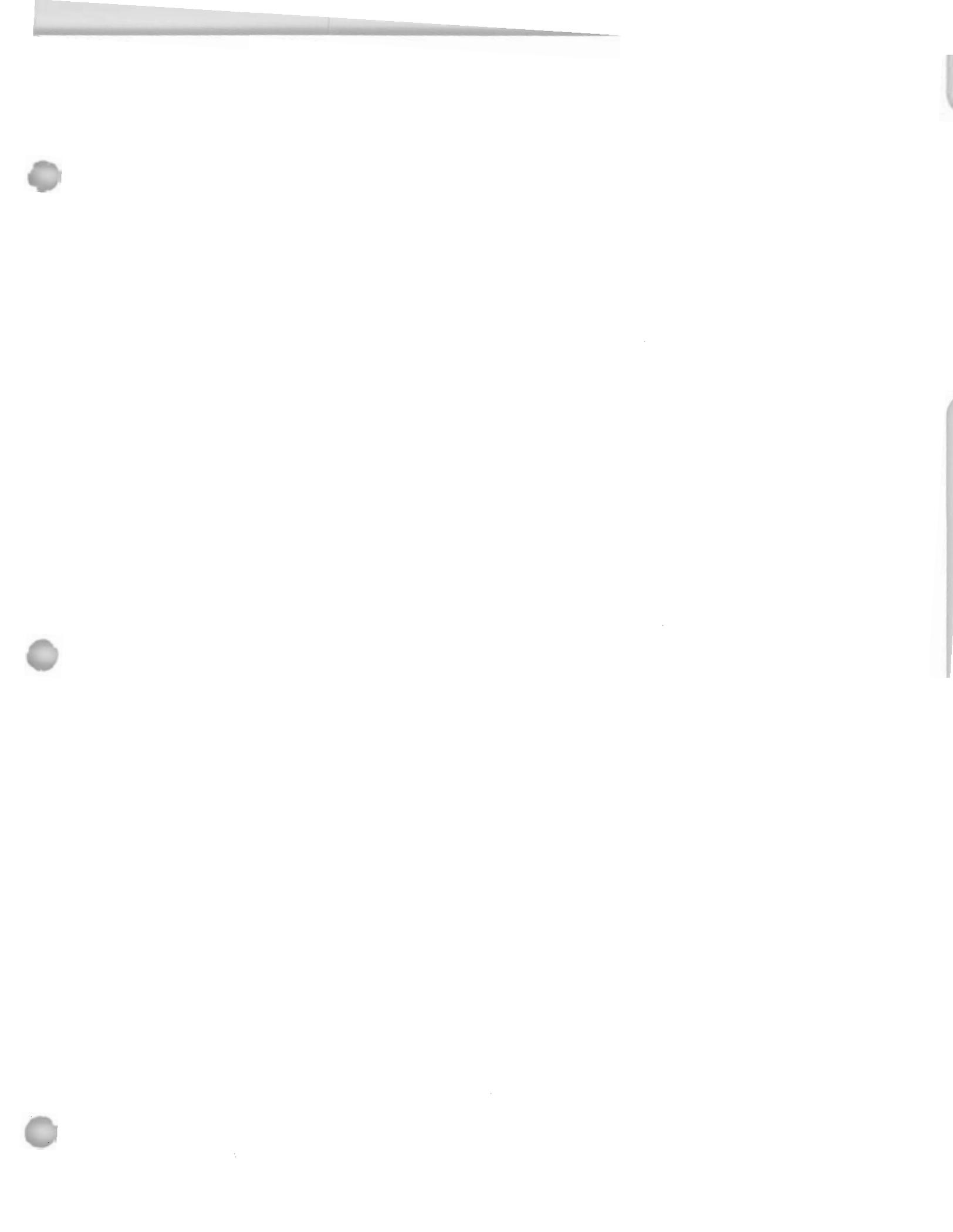
PHOTO No. B-7  
LOOKING NORTHEAST (004)



PHOTO No. C-13  
LOOKING SOUTHWEST (017)



PHOTO No. E-19  
LOOKING NORTHEAST (043)





**LEGAL DESCRIPTIONS**

PARCEL NO. 1:  
The Southeast quarter of Section 31, Township 6 South, Range 7 East of the Gila and Salt River Basins and Meridian, Pinal County, Arizona.

PARCEL NO. 2:  
The West half of Section 32, Township 6 South, Range 7 East of the Gila and Salt River Basins and Meridian, Pinal County, Arizona, lying North and West of the Casa Grande Canal.

**NOTES**

- This survey is based upon a title commitment prepared by Old Republic Title Insurance Company, Encino No. 74-000,560 dated June 5, 2002.
- This property is subject to all covenants, conditions, restrictions, reservations, easements and other matters of record affecting this property that are not disclosed by said title commitment, if any.
- The basis of bearings for this survey is the South line of Section 31, being N89°54'21"W as shown on RECORD OF SURVEY prepared by Hansen Engineering, Drawing No. 001027 dated November, 2000.
- There are no buildings on this property.
- © Copyright 2002. These drawings are an instrument of service and are the property of Land Survey Services, Inc. No reproduction or use of any part of these drawings without the written permission of Land Survey Services, Inc. is permitted. Any violation of this copyright shall be subject to legal action.

**CERTIFICATION**

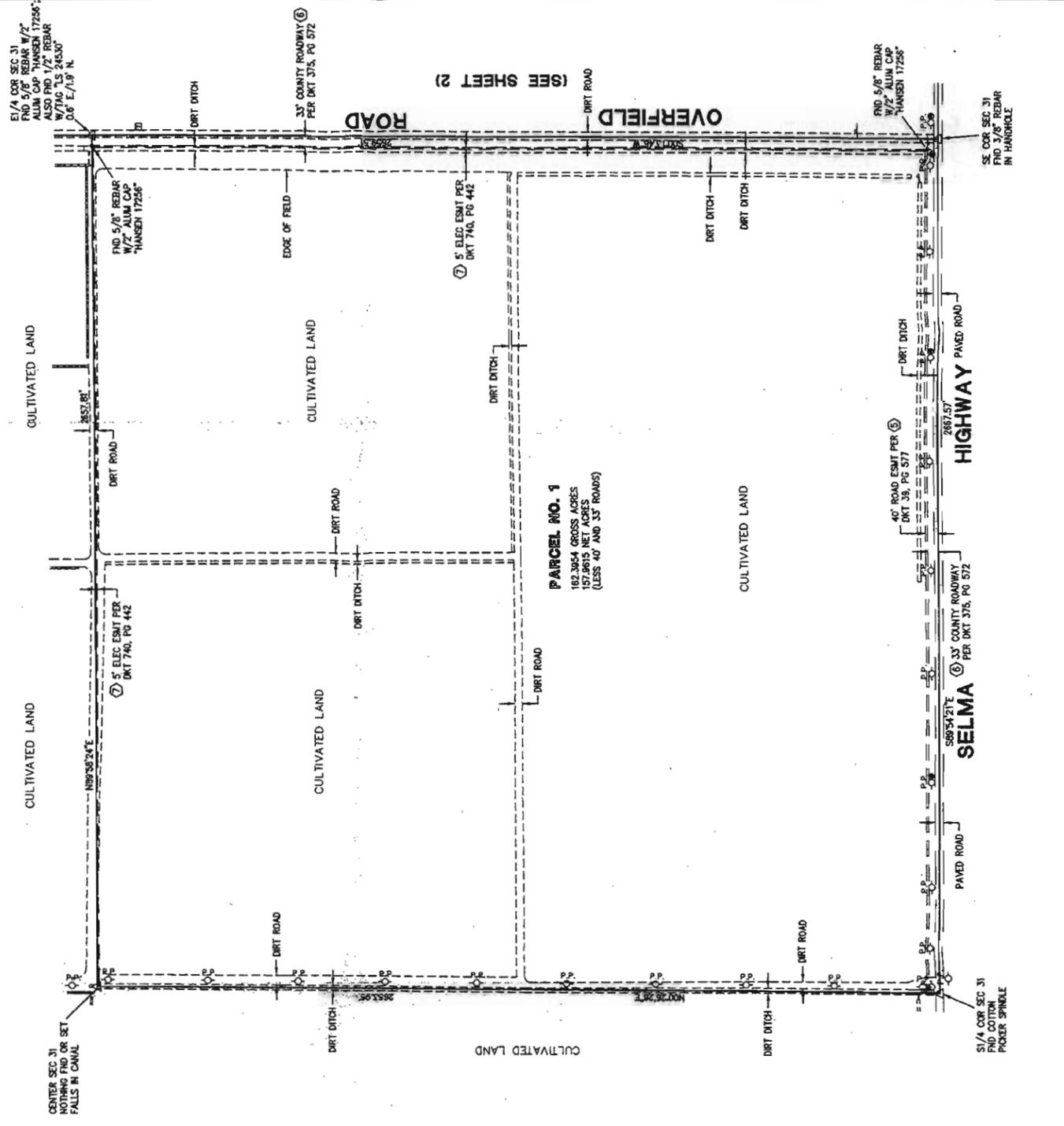
To Old Republic Title Insurance Company and Langley Farms LLC:  
This is to certify that this map or plat and the survey on which it is based were made in accordance with Minimum Standards Detail as set forth in the Arizona Rules of Professional Conduct, Title 15, Chapter 15-1, promulgated by the Arizona Board of Accountancy, and that the survey was made in accordance with the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, the undersigned further certifies that the Professional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerances.  
Thomas L. Rope, R.L.S. No. 21081

**SCHEDULE B EXCEPTIONS**

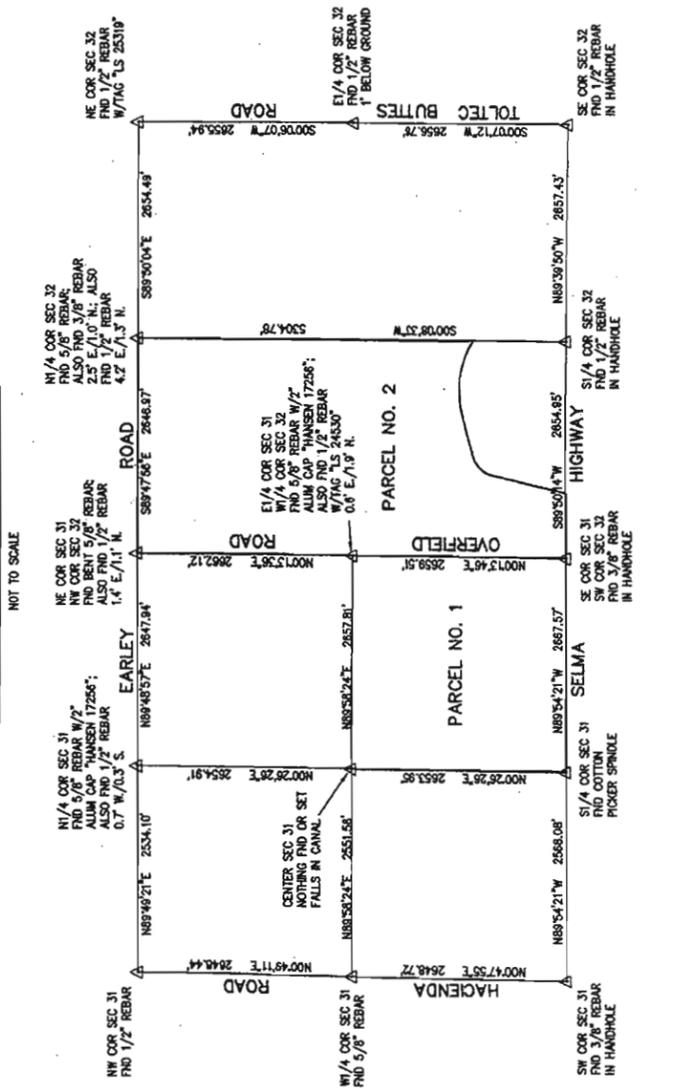
- Taxes for the year 2002, a lien but not yet due and payable.
- Reservations, exceptions and provisions contained in the Patent from the United States of America, as follows:  
SUBJECT to any vested and reserved water rights for mining, agricultural, manufacturing, or other purposes, and right to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also, Subject to the right of the proprietor of a well or hole to extract and remove the ore therefrom should the same be found to penetrate or intersect the premises herein granted as provided by law; and, There is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.
- Inclusion within Electrical District No. 2.
- Easement and rights incident thereto for pipelines, as set forth in instrument recorded in Book 52 of Deeds, page 523. (Affects Parcel No. 2)
- Easement and rights incident thereto for public highways, as set forth in instrument recorded in Book 38, page 577. (Affects Parcel Nos. 1 and 2)
- Easement and rights incident thereto for roads, as set forth in instrument recorded in Book 375, page 572, which provides for 33 feet on each side of perimeter section lines.
- Easement and rights incident thereto for electric transmission lines, as set forth in instrument recorded in Book 740, page 442. (Affects Parcel Nos. 1 and 2)
- Memorandum of Mining Lease by and between ISABEL SINGH, an unmarried woman, Lessor and EDOON CORPORATION, a New Jersey corporation, Lessee, dated November 6, 1978, recorded March 5, 1979 in Booklet 951, page 182. (Affects Parcel Nos. 1 and 2)
- Certificate of Grandfathered Crossholder Right, No. 58 150004, from the State of Arizona Department of Water Resources to ISABEL SINGH, dated March 30, 1983, recorded May 17, 1983 in Booklet 1166, page 101. (Affects Parcel Nos. 1 and 2)
- Unrecorded Lease by and between Lessor and CHOLLA FARM, an Arizona general partnership, ISABEL SINGH, CARLOS CABALLAS, DEBBIE DUBO, Lessees, as indicated by Planning Statement recorded April 11, 1984 in Booklet 103307, for the term and upon the terms and conditions contained in said Lease.
- Unrecorded Lease by and between Lessor and DON A. ENGLAND JR. and STACEY K. ENGLAND DBA SIERRA FARMING, Lessees, as disclosed by Amendment to Financing Statement recorded December 20, 1986 at Fox No. 003307, for the term and upon the terms and conditions contained in said Lease.
- Water rights, claims or title to water, whether or not shown by the public records.
- The rights of any parties in possession of any portion of said land under the terms of leases or other instruments with respect to the land (This exception will be made more specific or anticipated upon compliance with the Requirement to furnish Lessee's heretofore described. (This exception will be made more specific or anticipated upon compliance with the Requirement to furnish Survey).

**LEGEND**

- SECTION CORNER
- MONUMENT AS NOTED
- GAS LINE MARKER
- TELEPHONE BOX
- POWER POLE
- GUY WIRE
- SIGN
- SCHEDULE B ITEM NO.
- CONCRETE REEG. DITCH
- EDGE OF PAVEMENT
- OVERHEAD ELECTRIC



**SECTIONS 31 AND 32, T6S, R7E**

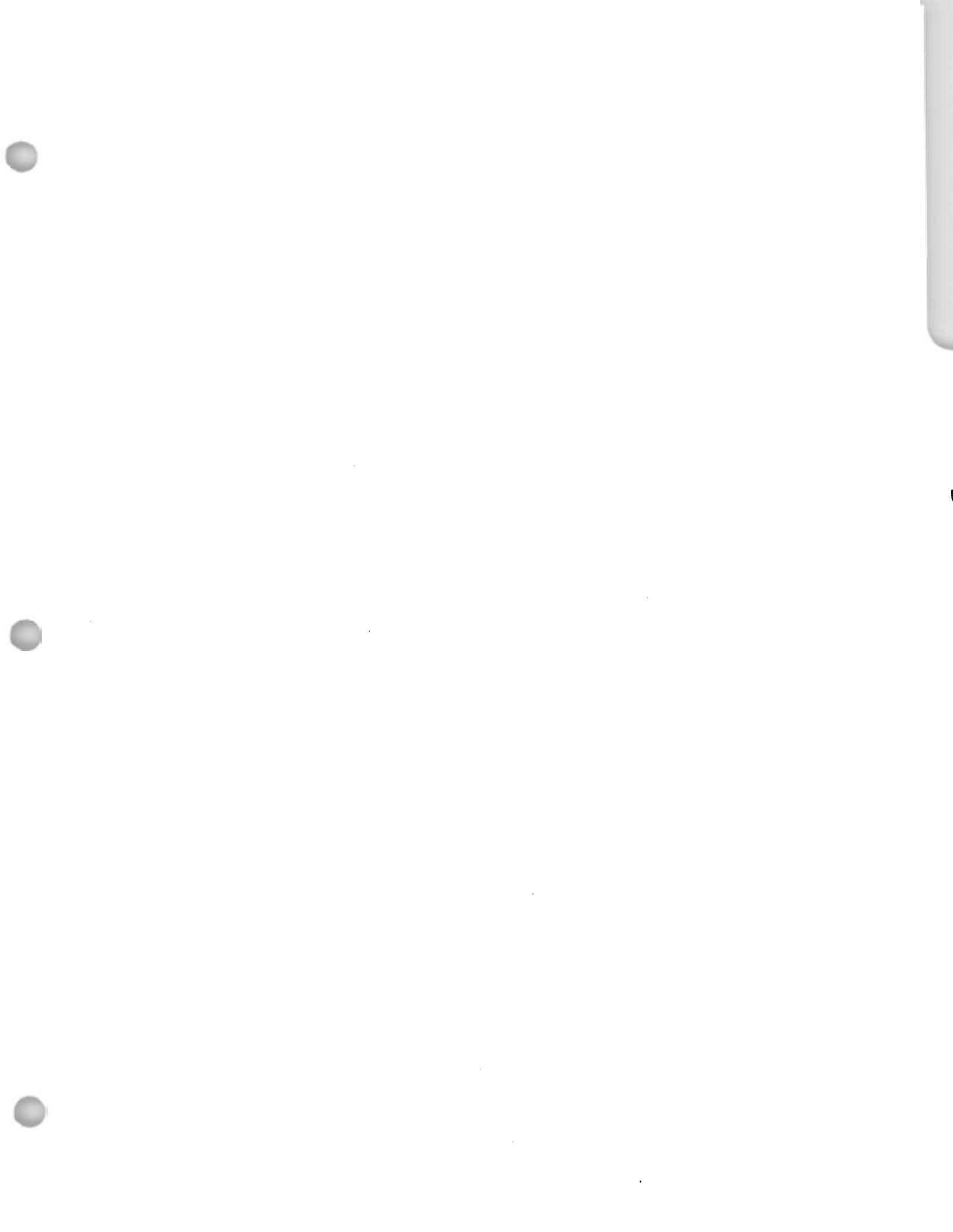


Land Survey Services, Inc.  
Thomas L. Rope, R.L.S.  
P.O. Box 9587  
Phoenix, AZ 85068-9587  
(602) 953-2740 Fax 953-8117

**ALTA/ACSM LAND TITLE SURVEY**  
A PORTION OF SECTIONS 31 AND 32, T6S, R7E  
G.&S.R.B.M., PINAL COUNTY, ARIZONA  
431 CC

Thomas Rope  
DRAWN BY: AUG 2002  
DATE: 02092  
JOB NO.:  
SHEET 1 OF 2



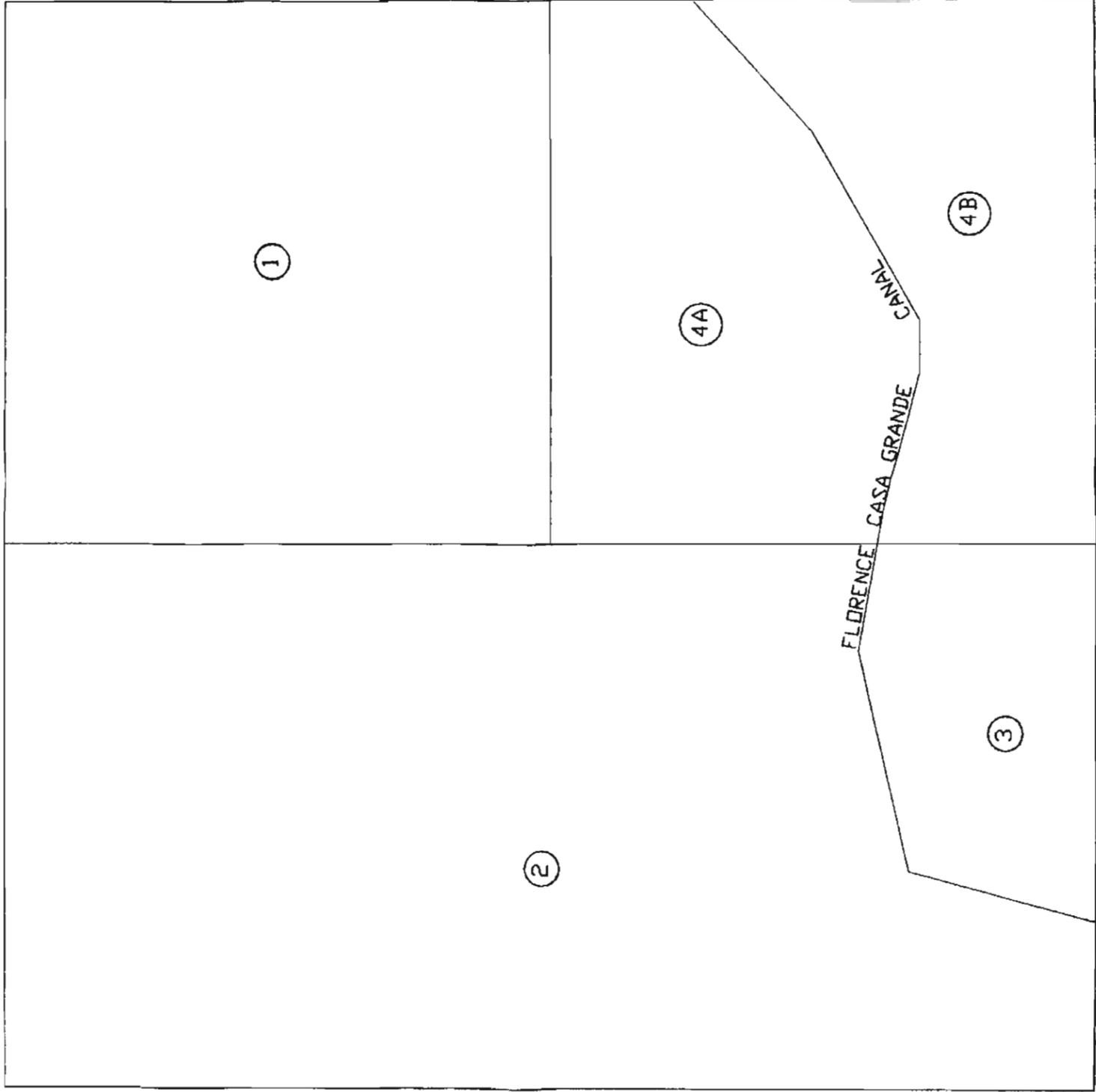


# SEC. 32 TN.6S RG.7E

SEE MAP 401-16

# 401-18

EARLY ROAD



SEE MAP 401-01

SEE MAP 401-01

AREA CODE  
0000  
0000

SPECIAL DISTRICTS  
00000  
00000

THIS MAP IS FOR TAX PURPOSES ONLY.  
THIS OFFICE WILL NOT ASSUME LIABILITY FOR  
REPRESENTATION, MEASUREMENTS OR AREA.

THE ORIGINAL PLAT OF THIS SUBDIVISION IS  
ON FILE WITH THE PINAL COUNTY RECORDERS  
OFFICE. FOR COMPLETE INFORMATION OF PLAT  
AND COUNTY CALL (602) 869-7100.



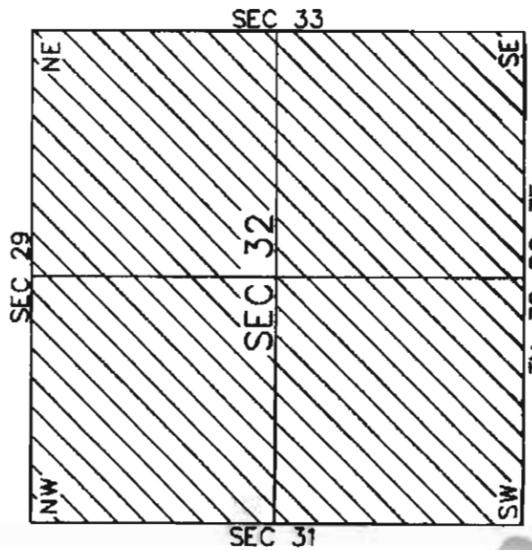
SCALE: 1" = 600'

10-05-2001

OVERFIELD ROAD

TDLTEC BUTTES ROAD

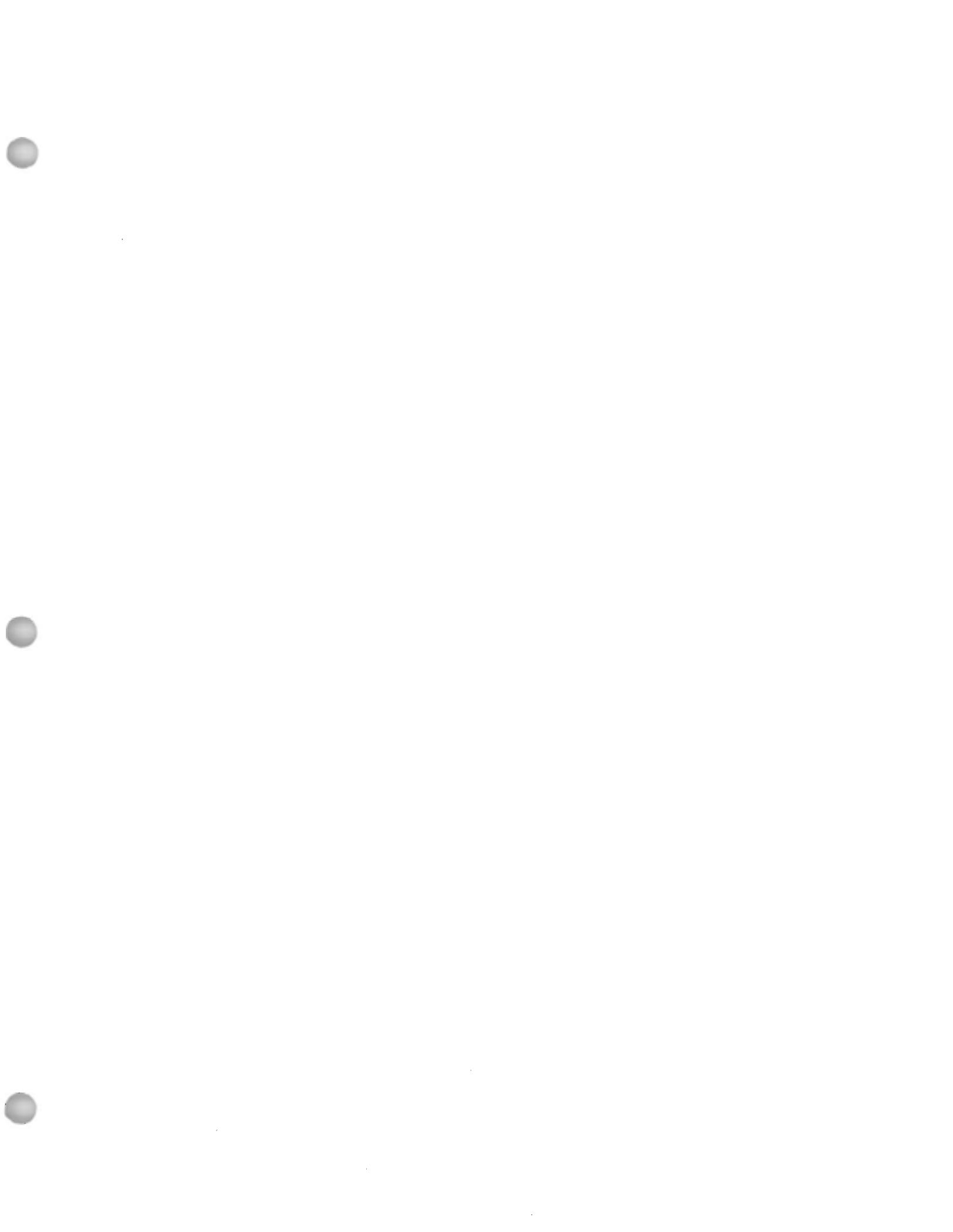
## VICINITY MAP



SELMA HIGHWAY

SEE MAP 401-01

PINAL COUNTY ASSESSORS MAP





# City of Casa Grande General Plan 2010

## Future Land Use With Proposed 2005 City Initiated and Applicant Initiated Major Amendments

**Legend** **Figure 3.1**

**Land Use Designation**

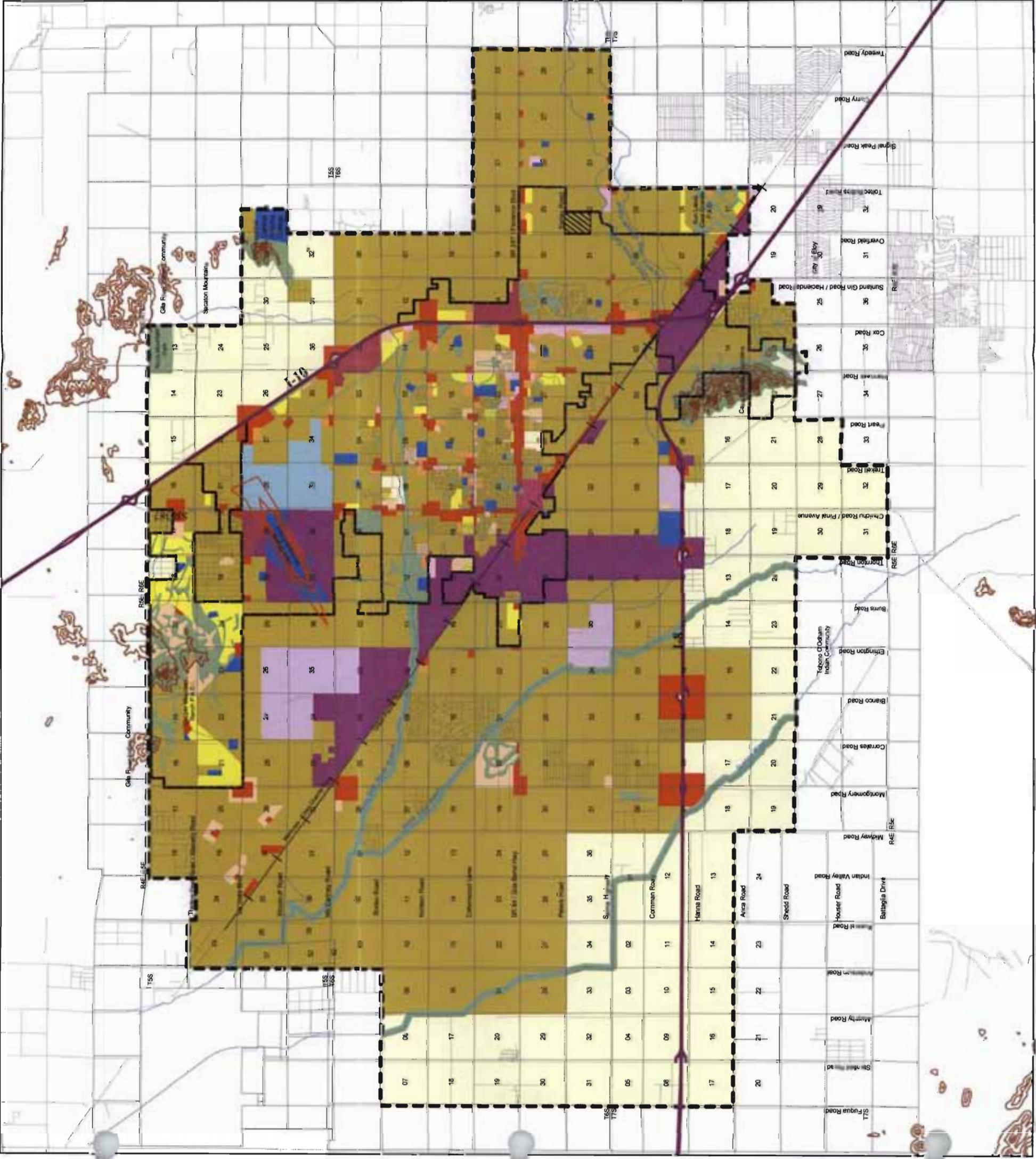
- Rural Residential (0-1 DU/AC\*) Target: .5 DU/AC
- Low Density Residential (1-4 DU/AC) Target: 2.5 DU/AC
- Medium Density Residential #1 (4-8 DU/AC) Target: 5.0 DU/AC
- Medium Density Residential #2 (8-12 DU/AC) Target: 10.0 DU/AC
- High Density Residential (12-16 DU/AC) Target: 14.0 DU/AC
- Master Planned Community (MPC)
- Commercial
- Regional Commercial
- Office/Business Park
- Employment
- Natural Resource Extraction
- Public/Semi-Public
- Parks/Open Space
- Revitalization Area
- City Incorporated Boundary
- Planning Area Boundary
- Airport Noise Exposure Contours

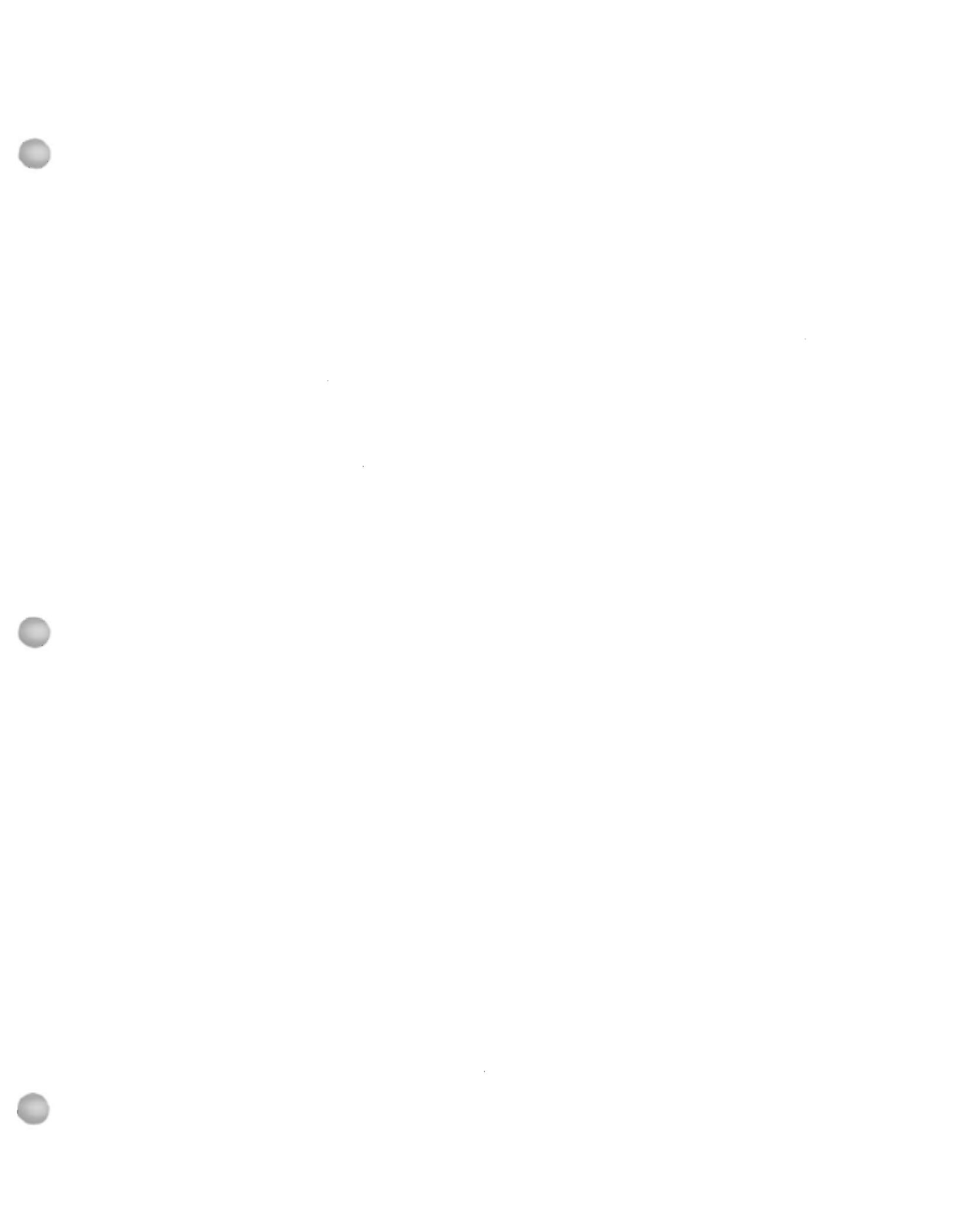
\* DU/AC = dwelling units per acre

Note: A different target density for land designated Low Density Residential may be allowed depending on location. See Growth Areas and text in the General Plan document.



*Partners For Strategic Action, Inc.*  
*Lima & Associates*  
January 2005



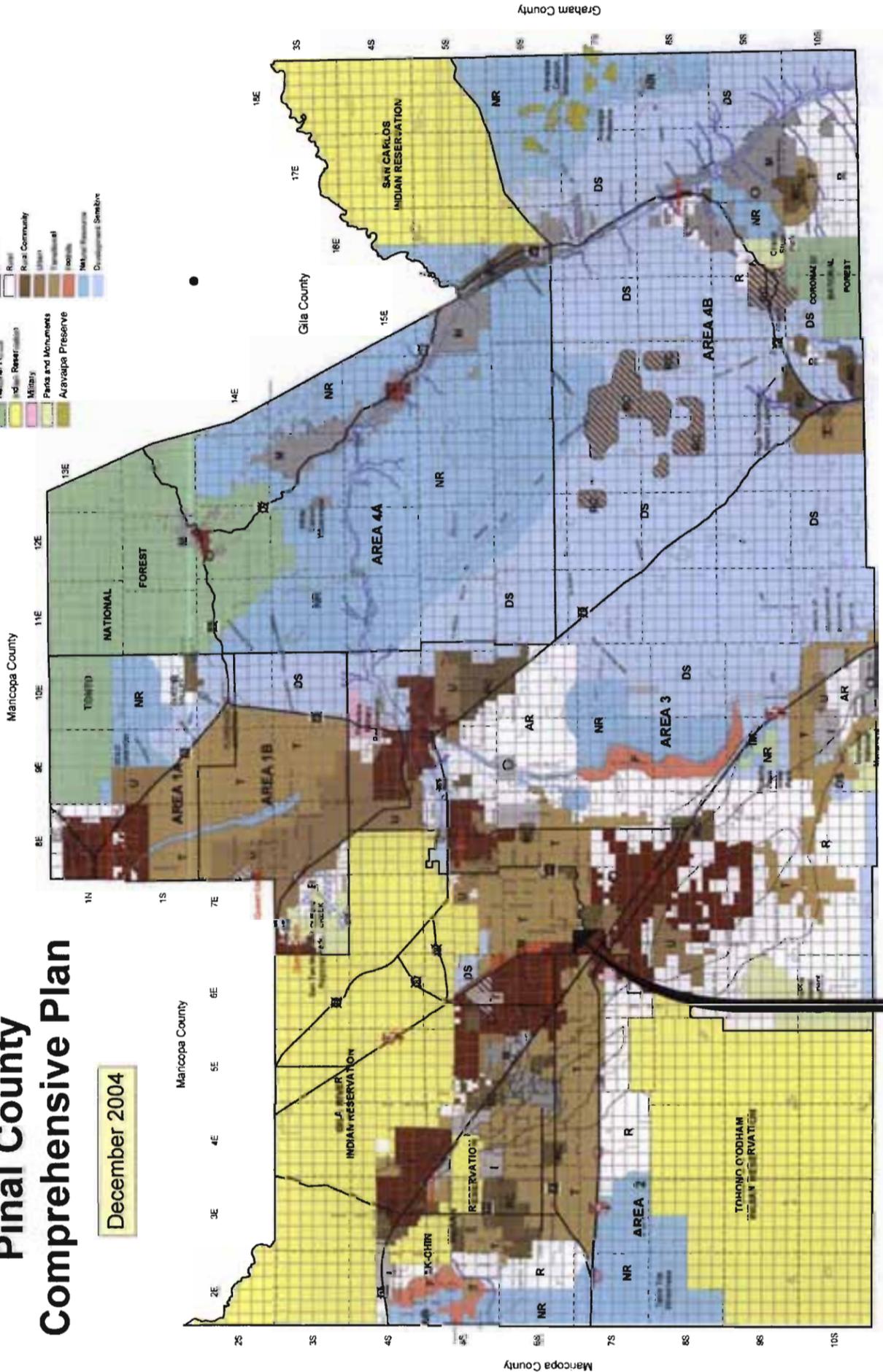


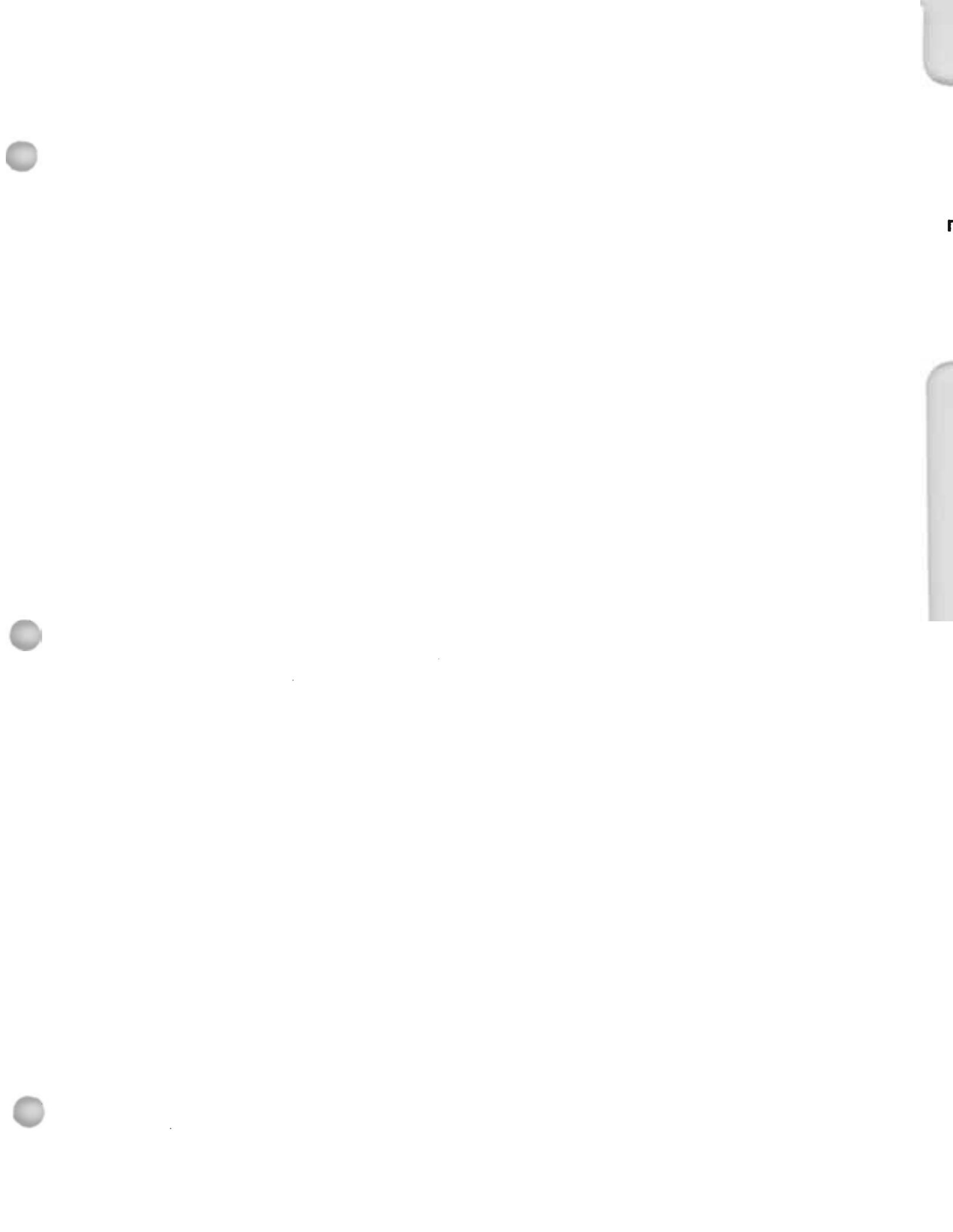


# Pinal County Comprehensive Plan

December 2004

- LEGEND**
- Highways
  - Airports
  - Unincorporated Cities
  - National Forest and Rangeland
  - Military
  - Parks and Monuments
  - Aravaipa Preserve
- AREA DESIGNATION**
- Commercial Activity Center
  - Interchange Mix
  - Central Mix
  - Mining
  - Industrial
  - Rural
  - Rural Community
  - Urban
  - Transitional
  - Footcandle
  - Natural Resource
  - Development Sensitive
- OVERLAY DESIGNATION**
- Redesignated Area
  - Reservable Community
  - Low Density Area





PRELIMINARY DRAINAGE STUDY  
SOUTH HALF OF SECTION 31,  
and  
WEST HALF OF SECTION 32,  
NORTH OF CASA GRANDE CANAL,  
TOWNSHIP 6 SOUTH, RANGE 7 EAST

Prepared For:

KAX Group, LLC  
7721 E. Gray Road, #203  
Scottsdale, AZ 85260

Prepared By:

D.N.A. Inc.  
340 E. Willetta Street  
Phoenix, AZ 85004



Project No. 04-206E

December, 2004

## EXECUTIVE SUMMARY

The preliminary drainage study for the project site situated over the south half of Section 31 and west half of Section 32, north of Casa Grande Canal has identified that there are only two quantifiable offsite storm water runoff flows that enter the project site. One of these two flows enter at the mid-section line of Section 31 while the other enters the site ¼ mile west of the same mid-section line. These flows are 48 cfs and 42 cfs, respectively, for the 100-year storm event.

The existing offsite runoffs are concentrated and directed to and through the project site by existing irrigation ditches. The proposed conceptual design is to follow these existing patterns.

The project site's proposed design is to adhere to the City of Casa Grande street design standards for storm water conveyance and retention.

## INTRODUCTION

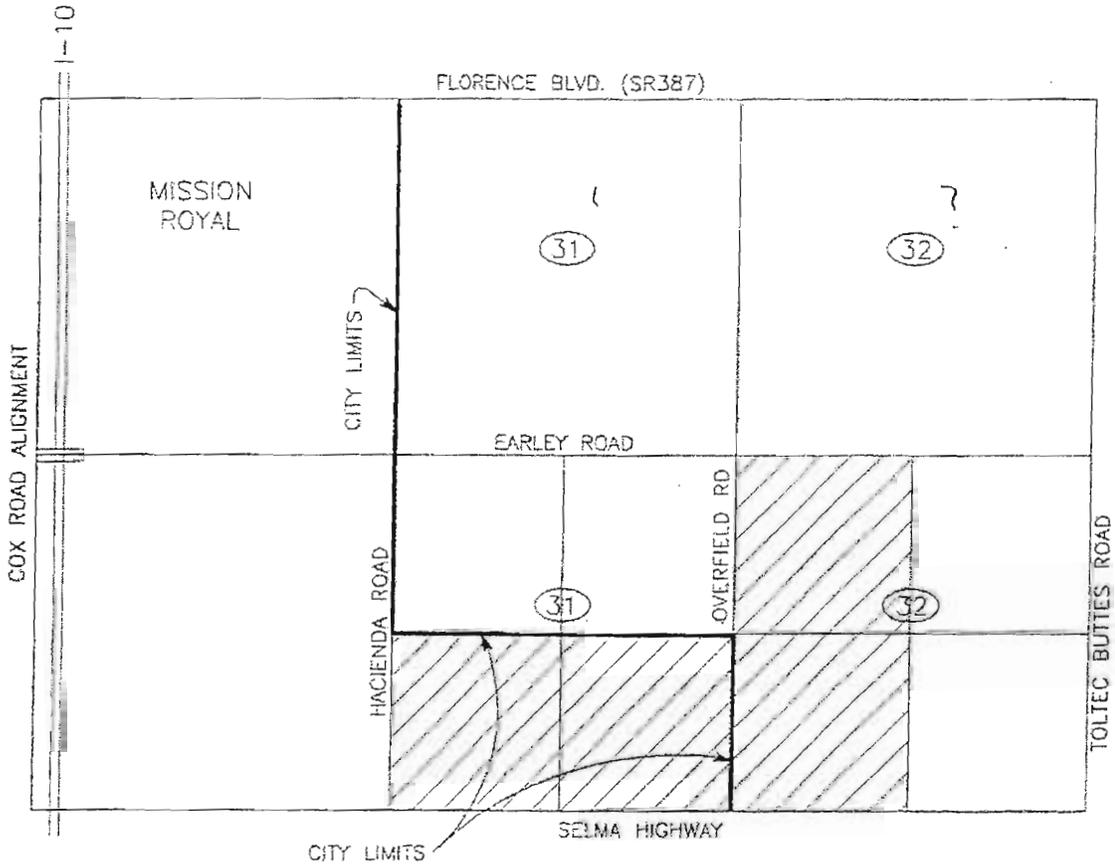
The objective of this report is to identify any anticipated drainage problems, determine their affects on the project site and to overcome these problems with possible conceptual design solutions.

The project site is partially located in the southeast portion of the incorporated limits of the City of Casa Grande, Arizona. The west portion of the property within the south half of Section 31 is inside City limits. The east portion situated within the west half of Section 32 is presently outside of City limits. However, it is part of an area of land that is in the process of being annexed into the City of Casa Grande. This annexation is known as the 'Overfield Annexation' and is anticipated to be completed in the near future.

The property, estimated at a nominal 586 acres, comprises the south half of Section 31 and the west half of Section 32 north of the Casa Grande Canal, Township 6 South, Range 7 East of the Gila and Salt River Meridian, Pinal County, Arizona. The northeast corner of the property is 1 mile south of Florence Boulevard and halfway between the Overfield Road and Toltec Buttes Road alignment (see Figure 1 - 'Vicinity Map'). The site is bounded by Hacienda Road on the extreme west, Early Road on the extreme north, Selma Highway and the Casa Grande Canal on the south and Section 32's mid-section line to the east.

Currently, the land is used primarily for agricultural purposes, and generally slopes from southeast to northwest approximately at a 0.20% grade.

It is assumed the site will be developed as a single family residential community with an average density of 3.3 dwelling units (du) per acre, 1,934 du for the project site.



VICINITY MAP  
N.T.S.

FIGURE 1 - VICINITY MAP

 <b>D.N.A. INC.</b> <b>CIVIL ENGINEERING</b> <b>LAND SURVEYING</b>	240 E. WILLETTA ST PHOENIX, ARIZONA 85004 (602) 271-9911	
	DRAWN: SHEA	DATE: 11/1/04
SHEET 1 OF 1		

## OFFSITE FLOWS AND VOLUMES

There are no onsite natural washes and the site is not affected by natural offsite drainage features. Any historic drainage patterns have been obliterated by ongoing farming activities. The elevated Casa Grande Canal to the south and southeast of the property insulates the project site from major potential upstream runoff. The runoff upstream of the Casa Grande Canal is conveyed southwesterly along the canal to the siphon from the Florence/Casa Grande Canal 'Emergency Release Canal' and overflows to the Selma Drain (see Figure 2 – 'Existing Canal Layout').

The only area to produce runoff that affects the project site is the area between the canal and the project site. This area can be split into 3 subareas, hereafter to be known as OS-west, OS-center and OS-east as shown on Figure 3 – 'Delineated Drainage Subareas'.

OS-west subarea is approximately 122.3 acres in size, runoff from this subarea accumulates and crosses the Selma Highway and Hacienda Road intersection diagonally (northwesterly) and does not enter the project site. The estimated 100-year storm water runoff volume is 58 cfs.

The OS-center subarea is approximately 80 acres in size. The concentration point for the subarea is at a farm dirt road ¼ mile east of the southwest corner of Section 31. Runoff will accumulate and overtops the road at an estimated 100-year storm water runoff rate of 42 cfs. This runoff enters the project site and sheet flows to the northwest corner of the project site where it will accumulate and overtops a small tail water ditch where it runs into the Hacienda dirt road (its historical flow path).

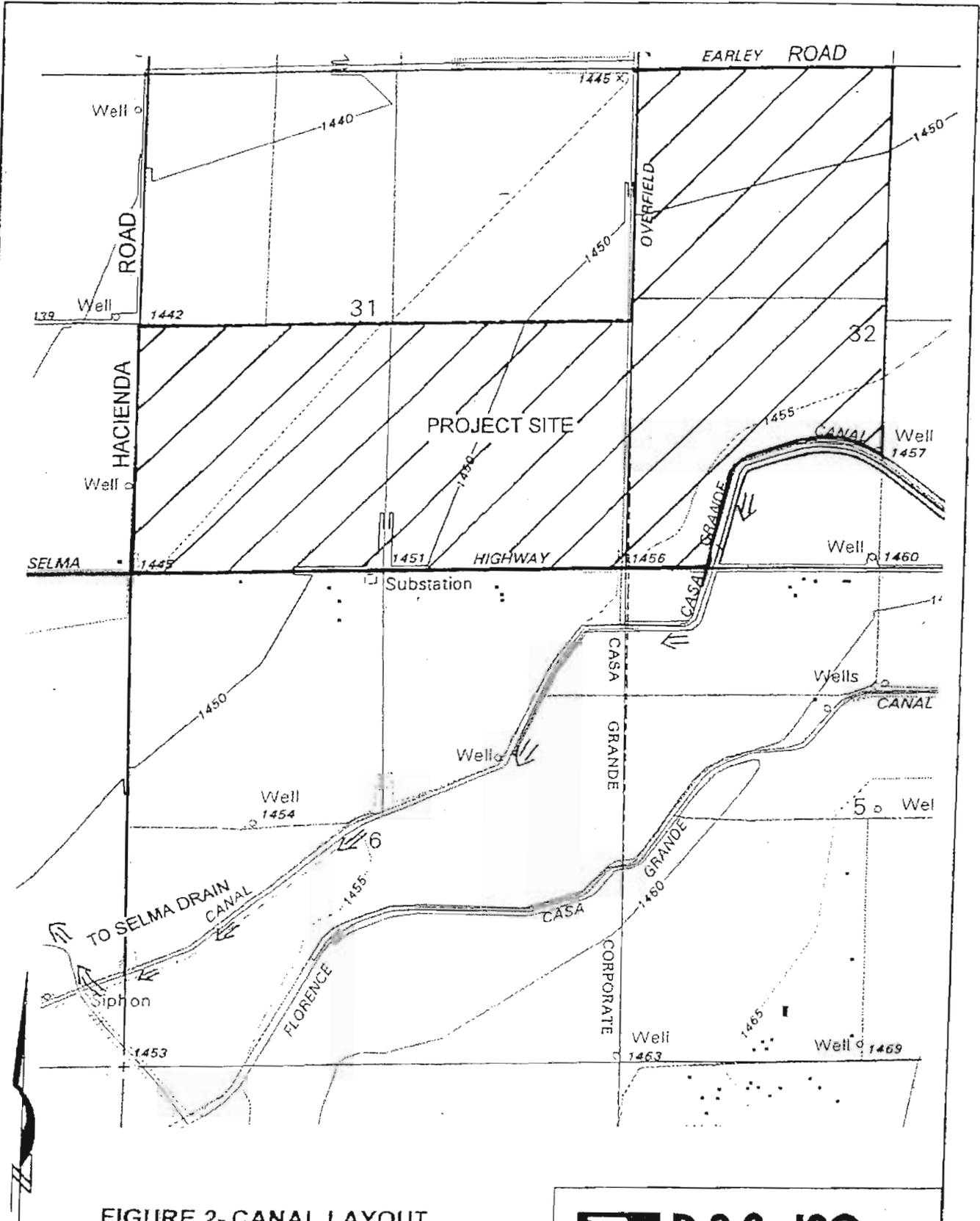
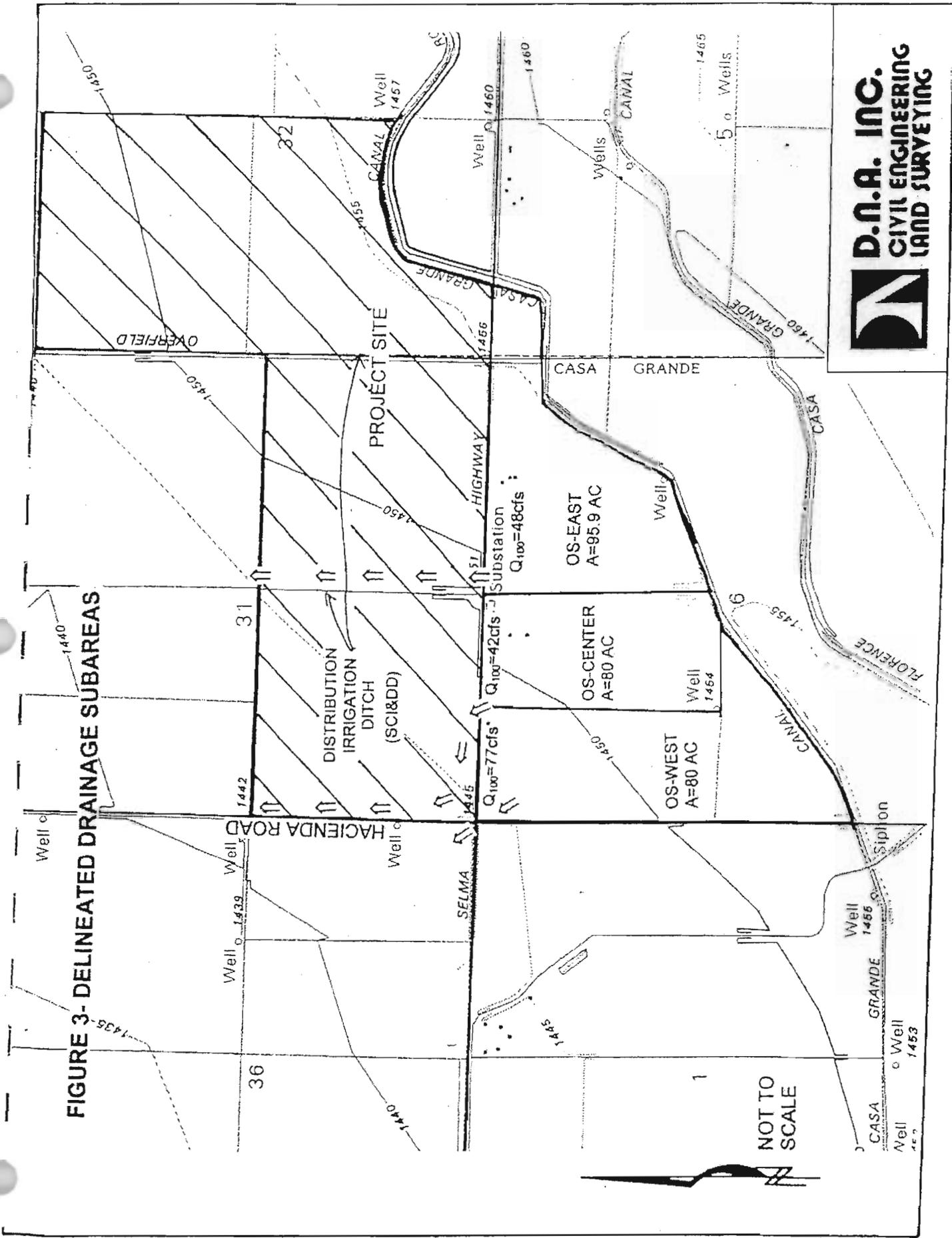


FIGURE 2- CANAL LAYOUT  
NOT TO SCALE



**FIGURE 3- DELINEATED DRAINAGE SUBAREAS**



**D.N.A. INC.**  
CIVIL ENGINEERING  
LAND SURVEYING

The OS-east subarea is approximately 95.9 acres in size. Runoff from this area accumulates at the intersection of Selma Highway and an irrigation distribution ditch at the mid-section line of Section 32. This runoff will overtop the road at a 100-year storm water runoff rate of 48 cfs. Upon entering the site, the runoff from this drainage area flows north along the edge of the elevated distribution ditch to its project site outlet point in the middle of Section 31 (see Figure 3 - 'Delineated Drainage Subareas').

### PROPOSED DRAINAGE DESIGN

The design concept for this site is to maintain the existing drainage flow paths and characteristics at property boundaries. The runoff from subarea OS-center will enter the site at its current location and then it will be conveyed to the site's northwest corner via a 20 foot wide bottom trapezoidal channel. The estimated depth of flow in the channel is 1 foot with a flow velocity of 1.81 feet per second (fps). The channel is tentatively designed with 1 foot of freeboard (see Figure 4 - 'Conceptual Drainage Plan').

The second runoff flow that enters the project site from OS-east will do so at the Section 31 mid-section line as previously discussed. The flow will then be conveyed north in a 20-foot wide trapezoidal channel. This flow will follow its present day path but within a confined channel. The depth of flow is also approximately 1 foot deep and with a velocity of 2.03 fps (see Calculations in the appendix).

The site grading has been tentatively laid out to obtain the City of Casa Grande's required retention of the 100 year and 1 hour storm event. This required retention is 2,542,000 cubic feet as shown in Figure 4.

**CONCEPTUAL GRADING PLAN OF:  
 PARTS OF SECTIONS 31 & 32  
 PINAL COUNTY, ARIZONA**

A PORTION OF SECTIONS 31 & 32, TOWNSHIP 6 SOUTH, RANGE  
 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
 PINAL COUNTY, ARIZONA;

**PLANNED**  
 THE BOUNDARIES AND PORTIONS OF THE TERRITORIAL QUARTERS ON THIS  
 PLANET MAP WERE REPRODUCED FROM THE ORIGINAL RECORDS OF THE  
 GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.  
 THE BOUNDARIES AND PORTIONS OF THE TERRITORIAL QUARTERS ON THIS  
 PLANET MAP WERE REPRODUCED FROM THE ORIGINAL RECORDS OF THE  
 GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.  
 THE BOUNDARIES AND PORTIONS OF THE TERRITORIAL QUARTERS ON THIS  
 PLANET MAP WERE REPRODUCED FROM THE ORIGINAL RECORDS OF THE  
 GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**ADDITIONAL INFORMATION (N/A)**  
 1. 1/4 SECTION  
 2. 1/2 SECTION  
 3. 1/4 SECTION (1/4 SECTION)  
 4. 1/2 SECTION (1/2 SECTION)  
 5. 1/4 SECTION (1/4 SECTION)  
 6. 1/2 SECTION (1/2 SECTION)  
 7. 1/4 SECTION (1/4 SECTION)  
 8. 1/2 SECTION (1/2 SECTION)  
 9. 1/4 SECTION (1/4 SECTION)  
 10. 1/2 SECTION (1/2 SECTION)

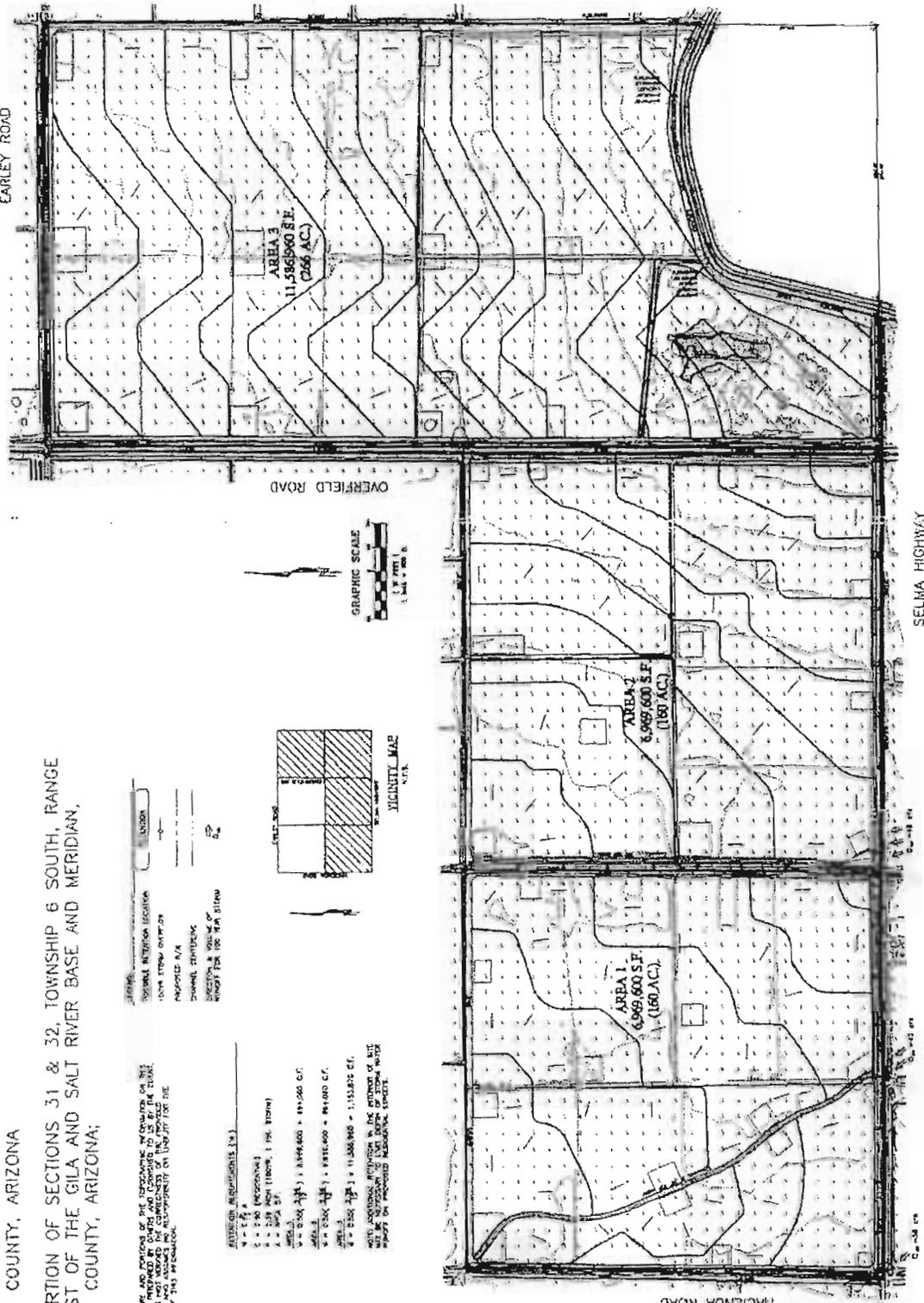
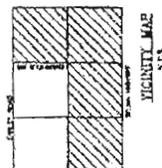


FIGURE 4 - CONCEPTUAL DRAINAGE PLAN

It should be noted that two irrigation distribution ditches onsite will have to be maintained or tiled. The first one is the west side of the mid-section line of Section 31 and runs from south to north. The estimated pipe size for this irrigation lateral is 24 inches in diameter. The second distribution ditch is located on the west side of Overfield Road and also flows north. The estimated size of pipe to bury this line is 30 inches in diameter.

**APPENDIX**

# RATIONAL FOR WINDOWS

Flood Control District of Maricopa County Rational Method

## Project Information

Project Name: \_\_\_\_\_ Project Description: \_\_\_\_\_  
 Drainage Point: OS-West Location: Selma&Hacienda

## Drainage Basin Data

Water Course Length: 4000.00 ft Basin Area: 122.300 acres  
 High Elevation: 1455.00 ft Low Elevation: 1445.00 ft  
 Average Slope: 0.0025 ft/ft Roughness, Kb: 0.0513 (B)  
 10-Year Runoff Coefficient: 0.100  
 10-Year 6 Hour Rainfall Depth: 2.14 inches

## Hydrological Summary Table

Parameter	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
Q (cfs)	13	20	25	36	47	58
C	0.100	0.100	0.100	0.110	0.120	0.125
Tc (min)	56.3	47.2	43.6	39.1	36.5	34.4
i (in/hr)	1.0	1.6	2.0	2.7	3.2	3.8

Computed by: \_\_\_\_\_  
 Monday, November 01, 2004 11:17:06 a

File: C:\My Documents\work\04-206\Exam-04.rtf



# RATIONAL FOR WINDOWS

Flood Control District of Maricopa County Rational Method

## Project Information

**Project Name:** **Project Description:**  
**Drainage Point:** OS-Mid/Sec **Location:** Selma&Mid-Section Line

## Drainage Basin Data

**Water Course Length:** 2800.00 ft **Basin Area:** 95.900 acres  
**High Elevation:** 1455.00 ft **Low Elevation:** 1450.00 ft  
**Average Slope:** 0.0018 ft/ft **Roughness, Kb:** 0.0527 (B)  
**10-Year Runoff Coefficient:** 0.100  
**10-Year 6 Hour Rainfall Depth:** 2.14 inches

## Hydrological Summary Table

Parameter	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
Q (cfs)	11	17	21	30	39	48
C	0.100	0.100	0.100	0.110	0.120	0.125
Tc (min)	51.6	43.5	40.2	36.0	33.7	31.7
i (in/hr)	1.1	1.7	2.2	2.9	3.4	4.0

Computed by:  
Monday, November 01, 2004 11:18:44 a

File: C:\My Documents\work\104-206\East-os.rtf

Author: Frank M. Ge, P.E.  
Email: [frank@EngSoftwareCenter.com](mailto:frank@EngSoftwareCenter.com)  
URL: <http://www.EngSoftwareCenter.com>

RATIONAL FOR WINDOWS - Version 1.0 Registered to D.N.A. Inc.  
340 East Wilcox Street, Phoenix, AZ 85004

**CHANNEL '1'**  
**Worksheet for Trapezoidal Channel**

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Project Description	
Worksheet	Channel - 1
Flow Element	Trapezoidal Channe
Method	Manning's Formula
Solve For	Channel Depth

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Input Data	
Mannings Coefficient	0.024
Slope	0.001350 ft/ft
Left Side Slope	0.25 V : H
Right Side Slope	0.25 V : H
Bottom Width	20.00 ft
Discharge	48.00 cfs

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Results	
Depth	0.99 ft
Flow Area	23.7 ft <sup>2</sup>
Wetted Perimeter	28.15 ft
Top Width	27.91 ft
Critical Depth	0.54 ft
Critical Slope	0.010693 ft/ft
Velocity	2.03 ft/s
Velocity Head	0.06 ft
Specific Energy	1.05 ft
Froude Number	0.39
Flow Type	Subcritical

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**CHANNEL '2'**  
**Worksheet for Trapezoidal Channel**

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Project Description	
Worksheet	Channel - 2
Flow Element	Trapezoidal Channe
Method	Manning's Formula
Solve For	Channel Depth

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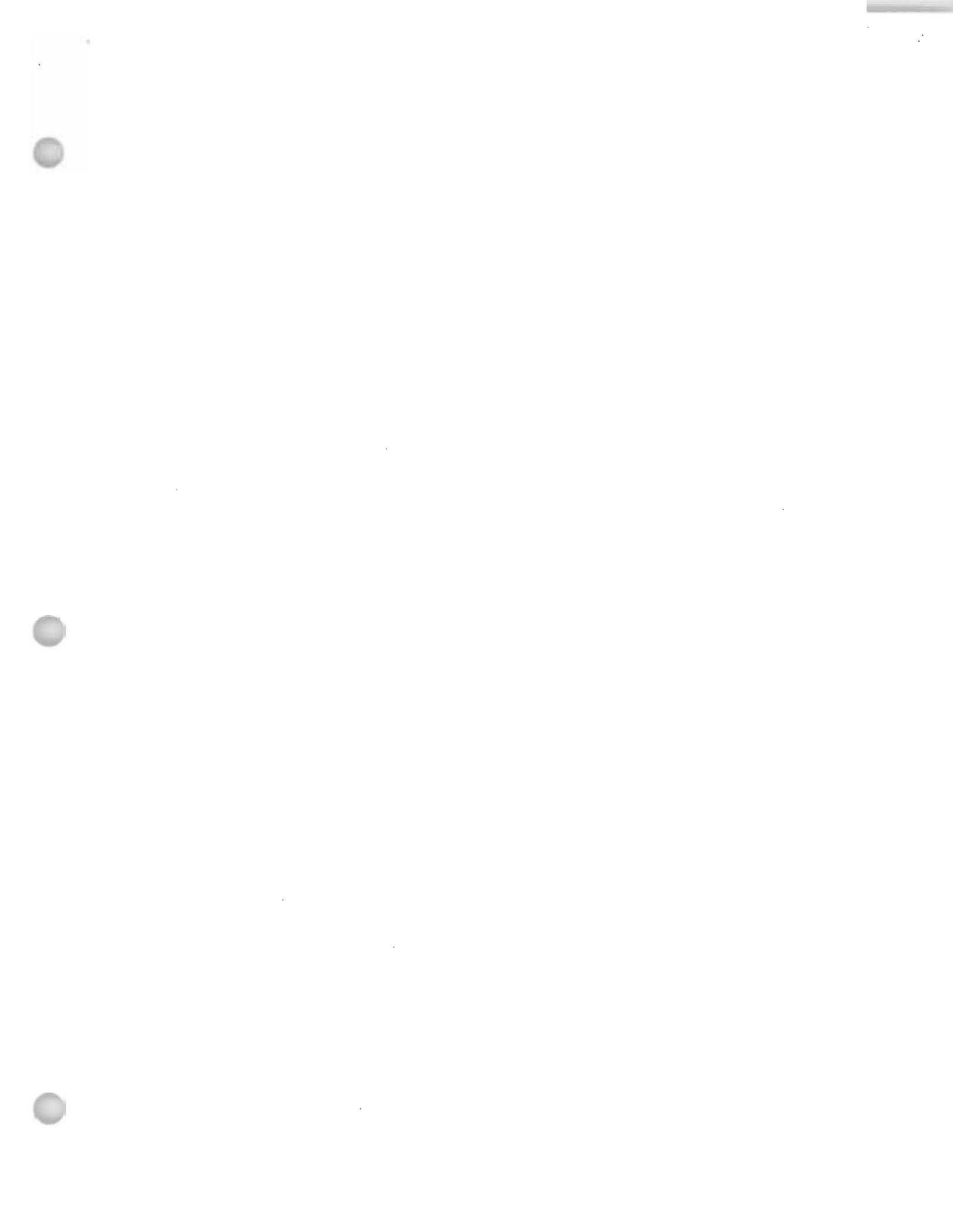
Input Data	
Mannings Coefficient	0.024
Slope	0.001100 ft/ft
Left Side Slope	0.25 V : H
Right Side Slope	0.25 V : H
Bottom Width	20.00 ft
Discharge	42.00 cfs

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Results	
Depth	0.97 ft
Flow Area	23.2 ft <sup>2</sup>
Wetted Perimeter	28.01 ft
Top Width	27.77 ft
Critical Depth	0.50 ft
Critical Slope	0.010973 ft/ft
Velocity	1.81 ft/s
Velocity Head	0.05 ft
Specific Energy	1.02 ft
Froude Number	0.35
Flow Type	Subcritical

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**24Inch line- Midsection Line, Section 31**  
**Worksheet for Circular Channel**

Project Description	
Worksheet	8 cfs Irrigation Main
Flow Element	Circular Channel
Method	Manning's Formula
Solve For	Full Flow Capacity

Input Data	
Mannings Coefficient	0.013
Slope	0.002270 ft/ft
Diameter	24 in

Results	
Depth	2.00 ft
Discharge	10.78 cfs
Flow Area	3.1 ft <sup>2</sup>
Wetted Perimeter	6.28 ft
Top Width	0.00 ft
Critical Depth	1.18 ft
Percent Full	100.0 %
Critical Slope	0.005342 ft/ft
Velocity	3.43 ft/s
Velocity Head	0.18 ft
Specific Energy	2.18 ft
Froude Number	0.00
Maximum Discharge	11.59 cfs
Discharge Full	10.78 cfs
Slope Full	0.002270 ft/ft
Flow Type	N/A

**30 Inch line- Overfield Rd.  
Worksheet for Circular Channel**

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Project Description	
Worksheet	16 cfs Irrigation Main
Flow Element	Circular Channel
Method	Manning's Formula
Solve For	Full Flow Capacity

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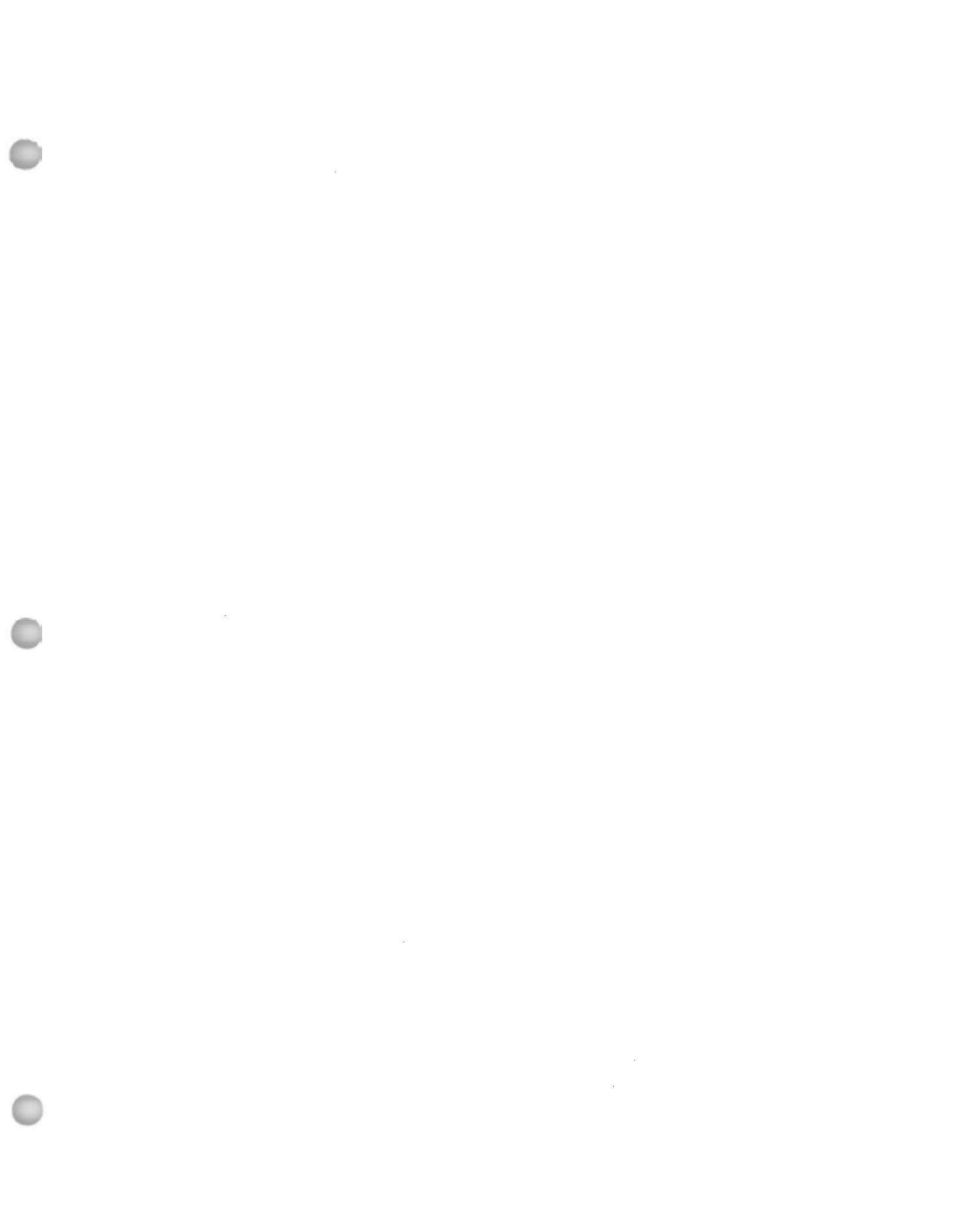
Input Data	
Mannings Coefficient	0.013
Slope	0.002270 ft/ft
Diameter	30 in

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Results	
Depth	2.50 ft
Discharge	19.54 cfs
Flow Area	4.9 ft <sup>2</sup>
Wetted Perimeter	7.85 ft
Top Width	0.00 ft
Critical Depth	1.50 ft
Percent Full	100.0 %
Critical Slope	0.005028 ft/ft
Velocity	3.98 ft/s
Velocity Head	0.25 ft
Specific Energy	2.75 ft
Froude Number	0.00
Maximum Discharge	21.02 cfs
Discharge Full	19.54 cfs
Slope Full	0.002270 ft/ft
Flow Type	N/A

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**From:** Carolyn Oberholtzer [mailto:CarolynO@roselawgroup.com]  
**Sent:** Tuesday, July 26, 2005 3:13 PM  
**To:** Cover, Leigh; Jordan Rose; Wilford R. Cardon; Jonathan Bjork  
**Cc:** Cowie, William; Kinkade-Levario, Heather; Luther, Lisa  
**Subject:** RE: Cardon - Casa Grande School Requirements

I just returned from my meeting with Frank Davidson, Superintendent of the Casa Grande Elementary School District. As anticipated, he has requested a 12 acre elementary school site and no donation regarding the 431 piece. Specifically, he requested that the school site be located at the SWC of Acacia and Overfield Roads to minimize busing. Let me know if you have any additional questions. I will draft an agreement memorializing these terms that will go to the District Board for approval.

*Carolyn K. Oberholtzer*

7272 E. Indian School, Suite 360  
Scottsdale, Arizona 85251  
Direct Line: 480-505-3934  
Fax: 480-505-3925  
Mobile: 602-300-2560

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**From:** Rosenbam, Mary [mailto:mrosenbam@cguhs.org]  
**Sent:** Wednesday, July 20, 2005 3:59 PM  
**To:** Carolyn Oberholtzer  
**Subject:** RE: New Project

*Yes, it would be*

-----Original Message-----

**From:** Carolyn Oberholtzer [mailto:CarolynO@roselawgroup.com]  
**Sent:** Wednesday, July 20, 2005 3:59 PM  
**To:** Rosenbam, Mary  
**Subject:** New Project

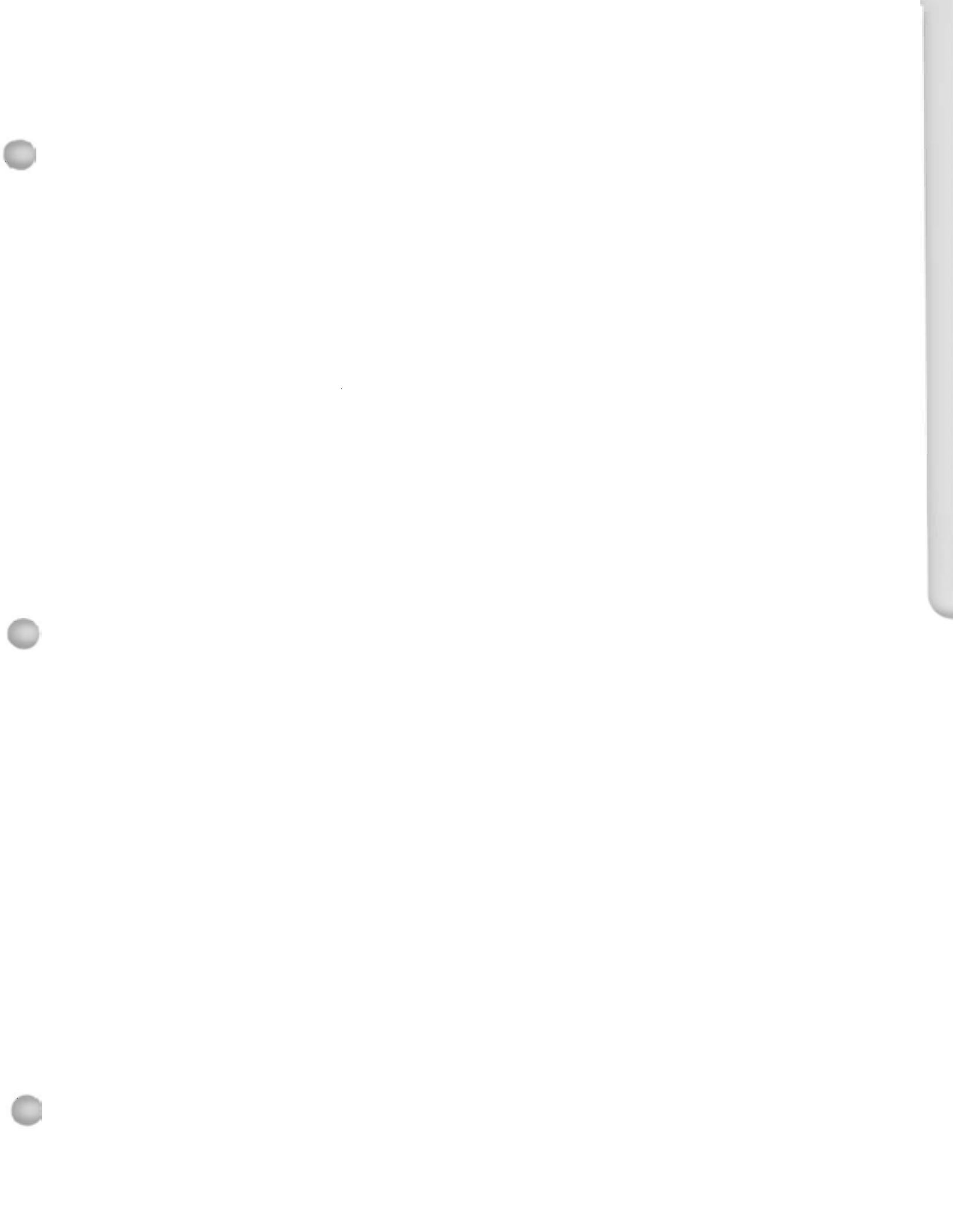
Mary-

I hope things are going well. We have a 431 acre project that is east of Overfield Road and south of Earley Road. The maximum overall density would not exceed 4 units to the acre and I just wanted to confirm with you that the donation request for this project would be \$800 per single family dwelling unit. Can you let me know whether or not that is correct? Thanks!

*Carolyn K. Oberholtzer*

7272 E. Indian School, Suite 360  
Scottsdale, Arizona 85251  
Direct Line: 480-505-3934  
Fax: 480-505-3925  
Mobile: 602-300-2560

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28

When recorded, return to:  
Jordan R. Rose, Esq  
Rose Law Group, pc  
7272 East Indian School Rd, Suite 360  
Scottsdale, AZ 85251

DATE/TIME: 07/26/05 0805  
FEE: \$22.50  
PAGES: 28  
FEE NUMBER: 2005-092109A

C.G. CONTRACT NO. 505-2

OFFICIAL  
COPY

PRE-ANNEXATION AND  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF CASA GRANDE (the "City"), an Arizona municipal corporation, and Cambridge Business Insurance, Ltd., an Arizona corporation, SMT Investors, LP, an Arizona limited partnership, Langley Farms, LLC, an Arizona limited liability company, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, and Hill-Westland Family Limited Partnership, and Arizona limited partnership (collectively, the "Owners of the Property").

I. **EFFECTIVE DATE.** This Agreement shall be effective on the date ("Effective Date") on which all of the following has occurred:

- 1.1 Adoption of this Agreement by the City,
- 1.2 Execution by the duly authorized representatives of the Parties,
- 1.3 Recordation in the office of the Recorder of Pinal County, Arizona, and
- 1.4 Effectiveness of the Casa Grande ordinance annexing the Property, defined in Section 3.1 below, into the Casa Grande city limits.

II. **TERM.** The term of the Agreement shall be seven (7) years from the Effective Date.

III. **RECITALS.**

3.1 Owners own that certain real property located in Pinal County, Arizona, which is a portion of Section 32, Township 6 South, Range 7, East of the Gila and Salt River Base and Meridian, consisting of approximately 431 acres and generally located north of Selma Highway, east of Overfield Road (the "Property"). The Property is legally described on Exhibit A, attached hereto and incorporated herein by this reference.

3.2 Owners and the City desire that 271 acres of the Property "Annexation Property" be annexed into the corporate limits of the City and be developed as an integral part of the City. The City will file, blank annexation petitions with Pinal County Recorder's Office and shall notice and hold, the requisite meetings and hearings in accordance with Arizona Revised Statutes ("A.R.S. ") §9-471 *et seq.* *The annexation property is more particularly described at exhibit B.*

3.3 In accordance with this Agreement, Owners plan to develop the Property as mixed-use master planned community with commercial zones in appropriate locations and single and multi-family dwelling units.

3.4 The Parties acknowledge that the ultimate development of the Property within the City is a project of such magnitude that the Owners require assurances from the City and such assurances were conditions precedent to Owners' acceptance of its rights and obligations to

develop the Property pursuant to this Agreement and expend substantial efforts and costs in the development of the Property. The Owners desire to enter into this Agreement to (a) eliminate its uncertainties for the Property's development; (b) vest in the Owners the right to develop the Property consistent with this Agreement; and (c) to define Owners' responsibilities for its development of the Property.

3.5 The City acknowledges that the development of the Property pursuant to this Agreement will result in significant planning and economic benefits for the City and its residents by, among other things: (i) requiring orderly development of the Property; (ii) increasing sales tax, construction tax and other revenues to the City based on improvements to be constructed on the Property.

3.6 The City desires to annex the Annexation Property into the city limits of the City and intends to rezone the Annexation Property to a zoning classification that will allow for a maximum overall residential density of 4 dwelling units per acre.

3.7 Upon re-zoning of the Property to a zoning classification which allows a maximum overall density of 4 residential dwelling units per acre, the City acknowledges that the Zoning for the Property will be consistent with the City's General Plan designation for the Property on the Effective Date hereof.

3.8 The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, Arizona Revised Statutes ("A.R.S.") §9-500.05, in order to facilitate the Property' development by providing for, among other things: (i) the permitted uses for the Property and the density and intensity of such uses; (ii) the phasing over time of construction and development on the Property; (iii) the conditions, terms, and requirements for the construction, installation, and financing of infrastructure; and (iv) other matters related to the development of the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereby agree as follows:

## AGREEMENT

### IV. DEFINITIONS.

Unless otherwise specified, the following words in this Agreement shall have the meanings provided below.

4.1 "**Agreement**" means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth herein are incorporated herein by reference and form a part of this Agreement, but are not intended to expand the scope, number, or nature of Owners' obligations beyond those expressly set forth in the numbered sections of this Agreement.

"**Applicable Requirements**" means as defined in Section V.

4.2 "**A.R.S.**" means the Arizona Revised Statutes as now or hereafter enacted or amended.

4.3 "**Default**" or "**Event of Default**" means one or more of the events described in Section ~~017.5~~ provided, however, that such events shall not give rise to any remedy until effect

has been given to all grace periods, cure periods provided for in this Agreement and that in any event the available remedies shall be limited to those set forth in Section 047-5.

4.5 “**Development Fee**” shall mean any fee, tax, charge, or exaction, enacted in accordance A.R.S. §9-463.05 or not, that is required by the City to mitigate the consequence of the development of the Property on City’s infrastructure and necessary public services.

4.6 “**Party**” or “**Parties**” shall mean one or both of the following entities:

a. City of Casa Grande, an Arizona political subdivision. Additionally when used herein, the term “**City**” shall include the City’s governing body or departments that are authorized to take such action agreed upon in this Agreement. City shall also include any community facilities district board or its staff which is formed and includes the Property.

b. “**Owners**” shall mean the following persons and/or entities owning some property interest in the Property on the Effective Date as well as Owner’s successors and assignees as set forth in Section IX:

Cambridge Business Insurance, Ltd.

SMT Investors Limited Partnership

Langley Farms, LLC

John Joseph Lineman

Clarence Thomas Cummings and Pamela K. Cummings

Hill-Westland Family Limited Partnership

4.7 “**Community Facilities District**” or “**CFD**” means as defined in Section XII.

4.8 “**Design Guidelines**” means the design standards set forth in Section IV.

4.9 “**Infrastructure Plan**” shall mean the exhibits attached hereto as Exhibit B and incorporated herein by reference.

4.10 “**Public Infrastructure Improvements**” means as described in Exhibit B.

4.11 “**Public Infrastructure Improvement Costs**” means all costs, expenses, fees (including, but not limited to, Development Fees) and charges actually incurred and paid to contractors, architects, engineers, surveyors, governmental agencies and other third parties for materials, labor, design, engineering, surveying, site excavation and preparation, governmental permits, payment and performance bonds, property acquisition costs and all other costs and expenses reasonably necessary for the construction, installation, or provision of the Public Infrastructure Improvements as described in Exhibit C. “**Public Infrastructure Improvement Costs**” shall not include any profit to or mark-up by Owners, any losses to the extent covered by insurance proceeds, expenses resulting from Owners’ failure to perform any of its obligations under this Agreement, or any other costs or expenses not reasonably necessary for the construction, installation, or provision of the Public Infrastructure Improvements, but shall include Owners’ allocable overhead, facility and personnel costs.

4.12 “**Zoning**” shall mean the zoning classification which shall allow (i) a maximum overall residential density of 4 dwelling units per acre.

## V. ANNEXATION.

5.1 Concurrently with its approval of this Agreement, the City, having held public meetings thereon and having otherwise followed the applicable statutory requirements, has duly considered and approved the annexation of the Annexation Property into the City. Prior to the Council's consideration of the annexation of the Annexation Property, Owners will deliver to the City an appropriate Petition for Annexation duly executed by all necessary property owners and satisfying the applicable statutory requirements (the "Annexation Petition").

5.2 The City, having complied with all statutory requirements, has, concurrently with its approval of this Agreement, duly considered and determined annexation of the Annexation Property into the City to be in the best interest of the City in compliance with the provisions of A.R.S. §9-471 et seq. As part of the approval of this Agreement, the City will adopt an ordinance annexing the Property into the corporate limits of the City.

5.3 The Annexation Ordinance shall contain a provision requiring, upon Owners' written request, the immediate rescission and termination of the Annexation Ordinance by the City if: (a) any person or entity files referendum, challenging the validity or approval of the Annexation Ordinance; (b) the City does not, at or before the same City meeting in which the Annexation Ordinance is adopted, approve the Zoning; (c) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of the Zoning; or (d) any person or entity files any protest, appeal, referendum, litigation or other petition challenging the validity or approval of this Agreement.

5.4 The City and Owners hereby acknowledge and agree that this Agreement shall automatically terminate and be of no force or effect if the City's annexation of the Annexation Property does not, for any reason (including, but not limited to, the application of the recession and termination provisions set forth above) become effective and final pursuant to A.R.S. § 9-471(D) on or before June 30th, 2005.

## VI. DEVELOPMENT OF THE PROPERTY.

6.1 General Plan and Zoning. The Parties expressly acknowledge and agree that the development described herein, the Zoning, and this Agreement is consistent with the portions of the City's General Plan applicable to the Property as of the Effective Date. The Parties agree that there are no features of the development, as described herein, the intensity of development, range of land uses, and roadways proposed therein, that cannot be accommodated within the scope of the General Plan as of the Effective Date and the City's Planned Area Development ("PAD") zoning category. Further, the parties agree that the Zoning provides the flexibility necessary to implement the development of the Property in accordance with the Zoning and this Agreement.

6.2 Zoning Application. The City acknowledges that the Owners will submit to the City, as soon as possible after the initial approval of this Agreement, an application for the approval of PAD zoning for the Property in furtherance of this Agreement. The City, having exercised its discretion in approving the Agreement, agrees to cooperate with the Owners in the processing of the Zoning in an expeditious manner, subject to the City's review and due consideration in conformance with all notice and public hearing procedures required by statute or ordinance necessary for the Zoning. The parties agree that the PAD zoning category provides the flexibility necessary to implement the development of the Property in accordance with this Agreement.

6.3 Vested Rights. Upon the Effective Date and during the term of this Agreement, Owners shall have a vested right to develop the Property in accordance with this Agreement with a maximum overall residential density of 4 dwelling units per acre. For the term of this Agreement, the City will not initiate any changes or modifications to the Zoning except at the request of the Owners.

6.4 Anti-Moratorium. No moratorium, as that term is defined in A.R.S. §9-463.06, or other Rule imposing a limitation on the development, conditioning, rate, timing or sequencing of the development of property within the City and affecting the Property or any portion thereof shall apply to or govern the development of the Property during the term hereof whether affecting preliminary or final plats, building permits, occupancy permits or other entitlements to use issued or granted by the City or the provision of municipal services to the Property, except in compliance with the provisions of A.R.S. § 9-463.06 as in force on the Effective Date. The parties agree that if a subsequent law changes or repeals the standards or language of A.R.S. § 9-463.06, which is set forth on Exhibit D and incorporated herein by this reference, such standards shall continue to apply to the Property.

#### **VII. DEVELOPMENT STANDARDS.**

7.1 Except as otherwise required by this Section IV, for the term of this Agreement, development standards (attached as City of Casa Grande P.A.D. Guidelines Exhibit E) that have been adopted by the City and are in effect on Effective Date shall be the standards applicable to the Property when development occurs.

7.2 The Properties shall be permitted to develop at a maximum density of four dwelling units per acre.

7.3 Individual residential home sites shall not be less than 55 feet by 115 feet.

7.4 The amount of open space required by the city for the Property shall not exceed 15%.

**VIII. APPLICABLE LAW AND REGULATIONS.** The ordinances, rules, regulations, permit requirements, other requirements, and/or official policies of the City applicable to the Property and the development of the Property shall be those that are now existing and in force for the City as of the Effective Date ("Applicable Requirements"). Nothing shall be interpreted as relieving Owners of any obligations which they may have with respect to regulations enacted by the Federal government, the State of Arizona, or Pinal County that apply to the Property. Notwithstanding any other provision herein, where there is a conflict between this Agreement and the Applicable Requirements, this Agreement shall control. The City shall not apply to the Property any existing or future ordinances, rules, regulations, permit requirements, other requirements, and/or official policies that would change, alter, impair, prevent, diminish, delay or otherwise impact the development or use of the Property as set forth in this Agreement except for the following, which also shall be included in the definition of Applicable Requirements:

- (a) Ordinances, rules, regulations, permit requirements, other requirements, and/or official policies to which Owners specifically agree in writing;
- (b) Future land use ordinances, rules, regulations, permit requirements, other requirements, and/or official policies that are consistent with, and not contrary to, this Agreement and that do not (i) decrease the development potential of the Property; or (ii) limit or adversely affect the uses, number and density of dwelling units or intensity of

development;

(c) Future land use ordinances, rules, regulations, permit requirements, other requirements, and/or official policies enacted as necessary to comply with future state and federal laws and regulations, provided that in the event any such state or federal laws or regulations prevent or preclude compliance with this Agreement, such affected provisions of this Agreement shall be modified as may be necessary in order to comply with such state and federal laws;

(d) Future imposition of taxes, Development Fees (as defined in A.R.S. § 9-463.05 and Article ~~Q~~), filing fees, review fees, inspection fees, or modifications thereto, so long as such fees or financing mechanisms are imposed or charged by the City to all similarly situated persons and entities. Applicable fees paid by Owners shall be no more than the lowest applicable fee payable by any other developer or builder within the City; and

(e) Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety-related codes, such as the Uniform Building Code, which updates and amendments are generated by a nationally recognized construction safety organization or by the county, state, or federal government, or by the Maricopa Association of Governments, provided that such building or safety code updates and amendments have been generally accepted and are reasonably applied, and unless mandated by superior legal authority, shall not apply to any structures for which a permit already has been issued.

## IX. INFRASTRUCTURE.

6.1 Any infrastructure improvements that shall be required of Owners, or its successors in interest, shall be credited against any Development Fees (defined in Section XI below) legally adopted and enforced by the City at the time the infrastructure improvements are constructed, provided that the infrastructure improvements constructed are reimburseable improvements under the Development Fee. Infrastructure improvements may be delineated on any future rezoning/P.A.D. applications submitted to the City.

6.2 All infrastructure improvements contained in the Infrastructure Plan ("Public Infrastructure Improvements"), attached hereto as Exhibit B, and/or future rezoning applications submitted to the City may be phased and shall be constructed pursuant to the Infrastructure Plan and this Agreement. The completion of such improvements shall be a condition of building permit issuance where those improvements are necessary to serve the portion of the Property that is the subject of the building permit application.

6.3 The Parties hereto acknowledge and agree that, to the extent Owners develops the Property, they shall have the right and obligation at any time after the Effective Date to construct or cause to be constructed, and installed all portions of the Infrastructure Plan related to the developing segments of the Property.

6.4 Private Streets. The Owners will have the right to retain or acquire ownership to all interior local streets and other rights-of-way located within the Property ("Private Rights-of-Way"). Some or all of the Private Rights-of-Way may be conveyed to one or more homeowners associations created by the Owners for this and other purposes. The Owner shall have the right to install manned and/or unmanned access control structures within the medians of the Private Rights-of-Way at any portions of the Property. The Owners shall grant to the City an easement

for police, fire, ambulance, garbage collection, wastewater, storm drain line installation and repair, and other similar public purposes, over the Private Rights-of-Way, and shall permit reasonable access to the City through any access control structures for purposes of police, fire, ambulance, garbage collection, water or wastewater, storm drain line installation and repair, and other similar public purposes. The Owners shall have the right to name Private Rights-of-Way as long as the names are not duplicative or confusing as compared to the official City streets. Owner shall, before naming Private Rights-of-Way, register the name with the City's Building Official and check for conflicts with official City streets. All costs associated with Private Rights-of-Way, including, e.g., landscape, maintenance, and repair, will be the responsibility of the owner of each Private Right-of-Way, with no reimbursement due from the City. Private Rights-of-way shall meet the same construction standards and configurations as official City rights-of-way unless the parties mutually agree otherwise.

**X. NO ADDITIONAL DEDICATIONS OR EXACTIONS.** Except for the dedications and requirements expressly identified in this Agreement and the Applicable Requirements, the City agrees that it shall not attempt to acquire or require (through zoning, subdivision, subdivision stipulations, or otherwise) any requirements, reservations, conditions, or further dedications of portions of the Property or easements or other rights over portions of the Property (collectively "Requirements"), or money or other things of value in lieu of such Requirements, except that to the extent the Owner agrees to such or desires to amend this Agreement and the Zoning, in which case such Requirements, money, or other things of value in lieu of such Requirements shall be directly related to the burden imposed on the City by the amendment to the Agreement and/or the Zoning.

**XI. MUNICIPAL SERVICES.**

11.1 The City hereby agrees to include the Property in any and all City service areas and to provide the Property with police and fire protection services, refuse collection service, and all other services provided by the City, in a manner comparable to those services provided to all landowners and occupants of the City, subject to the Owner's construction of the Public Infrastructure Improvements necessary to provide such services.

11.2 With respect to sewer service, the City hereby warrants to owner that the Property is located within its sewer service area and that the City has or shall, at the City's expense, secure sufficient sewer capacity and agrees to provide sewer service necessary to serve the Property during and after completion of development. Until such time that the City can provide the Property with its sewer service, the Property may construct a Package Plant (subject to the City standards that shall be adopted and sewer stub outs at locations determined by the City's Engineer as an interim sewer solution; provided that such Package Plant is constructed in accordance with the Casa Grande requirements in place at the time of permitting.

11.3 The Owners and City are parties to that certain Sewer Capacity and Reservation Agreement, dated 4/7, 2005 (the "Sewer Agreement"), identified as C.G. Contract No. 305-12, pursuant to which, the Owners have agreed to pay \$230,400.00 for .22 mgd of capacity in the Mission Royale Offsite Sewer (the "Sewer Line"). The parties acknowledge that the capacity reserved in the Sewer Agreement is not sufficient to serve the entire Property, and therefore the Package Plant solution, pursuant to Section 8.2 above, is maybe required. Owners shall be entitled to receive Development Fee credits, as more particularly set forth in Section XI

below, where they construct sewer improvements that are included within a sewer or wastewater impact fee.

## **XII. SUCCESSORS & ASSIGNS**

12.1 All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. §9-500.05(D), provided, however, the Owners' rights and obligations hereunder may only be assigned to a person or entity that has acquired any of the Property or a portion thereof.

12.2 Upon Owners' transfer of the Property or any portion thereof, the transferee(s) shall automatically become the Owner(s) hereunder and the City shall release all prior Owner(s) from the obligations of this Agreement which are to be performed in that portion of the Property that has been transferred.

12.3 This Agreement shall not impose any obligations upon and shall terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and sold with a completed home thereon for which a certificate of occupancy or equivalent has been issued and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

**XIII. NO OWNER REPRESENTATIONS.** If Owners do not develop the Property, nothing contained herein shall be deemed to obligate the Owners to complete any part or all of the development of the Property in accordance with this Agreement or any other plan. If, however, Owners begin development of the Property, they shall have the right and obligation, at any time after the Effective Date, to construct or cause to be constructed and installed any and all portions of the Infrastructure Plan that relate to the segments of the Property developed by Owner

## **XIV. DEVELOPMENT FEES.**

14.1 Some of the Public Infrastructure Improvements that the Owners have agreed to install or otherwise provide pursuant to this Agreement are or may be included within the infrastructure improvements to be funded by various City impact, development, resource fees, or exactions, currently in effect or as may be adopted in the future (referred to individually as a "Development Fee" or collectively as "Development Fees"). The City expressly agrees that the Owner is entitled to receive a dollar-for-dollar credit against such Development Fees for the Public Infrastructure Improvement Costs of such Public Infrastructure Improvements that are components of any particular Development Fee payable by or in connection with development on the Property. The Owners may receive a credit for the purchase price of (or fair market value if real property is donated) any real property necessary for the location of the Public Infrastructure Improvements (but *only if* such value is included as a component of that particular Development Fee). In no event may the credits in each category of Development Fees exceed the actual Development Fees paid or to be paid by or in connection with development on the Property. By way of example only, if in the future the City's Development Fee for transportation improvements includes a component for the design and construction of arterial roadways, then the Owners shall receive reimbursement or credit from the transportation Development Fee collected from development on the Property for the arterial roadways that Owners have designed and constructed on the Property, or will design and construct on the Property in the future.

14.2 The Parties expressly agree that Owner may apply, in accordance with A.R.S. §9-463.05(B)(4), for forbearance on the amount of Development Fees the City may charge based on the development of the Property and the contribution Owner or its subsequent owners make or

will make in the future in cash or by taxes, fees or assessments toward the capital costs of the necessary public services.

14.3 All Development Fees that are assessed (or that are to be assessed) against the Property (or any portion thereof) shall be assessed against all other developments in the City on a no more favorable basis than that on which such Development Fees are assessed against the Property (or any portion thereof). If any other similarly-situated property is charged more favorable Development Fees than the Development Fees in the Applicable Requirements, this Agreement and the Applicable Requirements shall be automatically amended to the more favorable Development Fees without further amendment of this Agreement or other action by Parties.

14.4 All Development Fees assessed pursuant to this Agreement shall not be collected until building permit issuance.

## **XV. COMMUNITY FACILITIES DISTRICT/IMPROVEMENT DISTRICT.**

15.1 Improvement District Option. Upon annexation of the Property into the City of Casa Grande, the City may, with Owners' full cooperation, initiate the formation of an Improvement District to allow for the reimbursement to Owners of all costs incurred by Owners to improve regional Public Infrastructure up until the time of Improvement District formation. Upon completion of such improvements, Owners shall submit to said improvement district and the City valid receipts documenting the actual cost of the improvements to the Owners. Owners shall be fully repaid by the City and/or the Improvement District for the improvements within 30 days of review and approval of such receipts.

15.2 CFD Cooperation. In addition to or as an alternative to forming an improvement district, upon the written request or petition of the Owners and upon the City's receipt of information acceptable to it, the City may conduct procedures necessary to form a CFD pursuant to A.R.S. § 48-701 for the purpose of constructing or acquiring Public Infrastructure Improvements necessary (in the City's judgment) for any development phase of the described Property. Any petition filed in connection with the formation of a CFD will contain the signatures of one hundred percent (100%) of the owners of land equivalent to 640 acres within such proposed CFD and will be accompanied by Owners' feasibility report with regard to the creation of such CFD. In particular, the Owner may from time to time file with and present to the City plans to construct Public Infrastructure Improvements for all or portions of the Property as generally shown in the Public Infrastructure Plan.

15.3 CFD Formation. Any Public Infrastructure Improvements to be constructed by Owners may be constructed, at Owners' request and the City's concurrence, in accordance with the City's Community Facilities District ("CFD") policy existing at the time of the request, with modifications to such policy as needed to ensure that the goals of the City and the Owners are met with respect to the construction of the Public Infrastructure Improvements. The City will cooperate in the organization of such districts in accordance with Title 48 of the Arizona Revised Statutes or any other applicable laws and regulations (the "Public Finance Laws"). The City agrees that subject to any limitations imposed by the Public Finance Laws, the indebtedness financed by any such district(s) will be on such terms as the Owners and the City mutually may determine. The City will not include the Property in any community facilities district to finance improvements of the sort covered by this Agreement without Owners' prior written consent.

15.4 CFD Bonds. It is anticipated that, if formed, the CFD will hold a bond election, which, if passed, will authorize the issuance of general obligation bonds. It also is anticipated that the CFD will issue special assessment bonds.

**XVI. HOMEOWNERS' ASSOCIATION.** Prior to the submittal of the first application for a residential building permit to the City and pursuant to a declaration of Covenants, Conditions, and Restrictions ("CC&Rs") by the Owners, the Owner shall form a master Homeowners' Association ("HOA") that governs the single family residential portion of the Property. The CC&Rs shall incorporate the requirements of this Agreement and further provide that either the HOA, a sub-association, or the Owners (until such time as Owner, as "Declarant," relinquishes control of the HOA to the property owners, as provided in the CC&Rs) shall maintain the trails, drainage facilities, landscaping along rights-of-way, and private open spaces and private common areas within the Property.

**XVII. APPOINTMENT OF REPRESENTATIVES.** To further the commitment of the parties to cooperate in the implementation of this Agreement, the City and the Owners each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The City Council or the Owners may change their representative at any time, but each party agrees to have a current active representative appointed for discussion and review as further detailed in this Agreement. The initial representative for the City (the "City Representative") shall be the City Manager, and the initial representative for the Owners (the "Owner Representative") shall be \_\_\_\_\_. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property pursuant to this Agreement.

**XVIII. EXPEDITED CITY DECISIONS.** The implementation of the Agreement shall be in accordance with the development review process of the City. The City and the Owners agree that the Owner must be able to proceed rapidly with the development of the Property and that, accordingly, an expedited City review, land development, and construction inspection process is necessary. Accordingly, the City agrees that if at any time Owner believes that an impasse has been reached with the City Staff on any issue affecting the Property, the Owner shall have the right to immediately appeal to the City Representative for an expedited decision pursuant to this Section XV. If the issue on which an impasse has been reached is an issue where the City staff could reach a final decision without Council action, the City Representative shall give Owner a final decision within fifteen (15) days after the request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the City Council or the Planning and Zoning Commission, the City Representative shall be responsible for scheduling a public hearing on the issue by the appropriate City body to be held within four (4) weeks after Owner's request for an expedited decision. Both Parties agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision.

**XIX. USE OF OUTSIDE CONSULTANTS.** The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("Submitted Materials") submitted by Owners to the City hereunder or pursuant to any zoning, platting, permit, or other governmental procedure pertaining to the development of the Property. Notwithstanding anything contained herein to the contrary, Owners may elect to pay the costs incurred by the City for private, independent consultants and advisors which may be retained by the City, as

necessary, to assist the City in the review and/or inspection process; provided, however, that such consultants shall take instructions from, be controlled by, and be responsible to, the City and not Owners.

**XX. GENERAL.**

20.1 Compliance with Ordinances, Resolutions, and Covenants. The City hereby represents and warrants that this Agreement is not inconsistent with or prohibited by any City ordinances, resolutions, and/or covenants, including without limitation all covenants in revenue bonds issued by the City. The City hereby represents and warrants that it has not received nor is it aware of any action which would result in a notice from any Federal, State, or County agency, that in any way would impair the City's ability to fulfill its obligations under this Agreement.

20.2 Waiver. No delay in exercising any right or remedy by either City or Owners shall constitute a waiver thereof. Any waiver of the provisions of this Agreement must be in writing and signed by the appropriate officials or officers of the City or Owners. The failure of any party to enforce the provisions of the Agreement or require performance of any of the provisions shall not be construed as a waiver of such provisions or affect the right of the party to enforce all of the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any preceding or subsequent breach of the same or any other covenant or condition of this Agreement

20.3 Attorney Fees. In the event it becomes necessary for a party to this Agreement to employ legal counsel or to bring an action at law or other proceedings to enforce any of the terms, covenants or conditions of this Agreement, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney fees incurred because of the breach.

20.4 Notices. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, sent by facsimile (with copy by mail), by private overnight mail or sent by United States Mail, postage prepaid, if to:

The City: City of Casa Grande  
510 E. Florence Boulevard  
Casa Grande, Arizona 85222  
Facsimile: (520) 421-8631

The Owners: c/o The Cardon Group  
Attn: Wil Cardon  
1819 E. Southern Avenue, Suite B10  
Mesa, Arizona 85204-5219  
] Facsimile: (480) 505-9501

With copy to: Jordan R. Rose  
Rose Law Group, pc  
7272 East Indian School Rd, Suite 360  
Scottsdale, Arizona 85251  
Facsimile: (480) 505-3925

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals, and communication given by mail shall be deemed delivered three (3) days following deposit in the U.S. mail, postage prepaid and addressed as set forth above. Notice sent by personal delivery or overnight delivery service shall be effective upon delivery, notice by facsimile shall be effective upon confirmed transmission.

20.5 Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies provided by law or equity.

20.6 Construction and Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

20.7 Exhibits and Recitals. Any recital and any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

20.8 Further Acts. Each of the Parties hereto shall promptly and expeditiously 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.

20.9 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

20.10 No Partnership: Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Owners and the City. 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.

20.11 Entire Agreement. This Agreement and all exhibits thereto constitute 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. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement shall control. A

conflict among the other attached or incorporated Exhibits shall be resolved by the more specific Exhibit over the more general Exhibit, unless the context explicitly requires otherwise.

20.12 Amendment.

(a) Major Amendments. The following changes shall be considered major amendments to the Zoning and shall require Council approval (i) if the Zoning includes provision for commercial uses and the change involves an increase or decrease in the total number of acres devoted to commercial uses if the acreage devoted to commercial uses changes more than five (5) acres within the Property; (ii) any change to a higher residential classification if such change results in an increase of more than one classification; (iii) any increase in the total number of residential units to be developed on the Property (as set forth in the Zoning); and (iv) the reallocation of residential dwelling units within planning units from one planning unit to another in a manner that results in any of the following, as measured against the original land use density set forth in the Zoning: (v) an increase in the number of residential dwelling units for any one particular planning unit of greater than twenty-five percent (25%) of the total number allocated to such planning unit in the Zoning; or (vi) a reduction in the number of residential dwelling units for any one particular planning unit by an amount greater than twenty-five percent (25%) of the total number allocated to such planning unit in the Zoning.

(b) Minor Amendments. Unless required specifically by law, minor modifications and amendments to the Zoning shall not necessitate approval by the City Council, but shall be approved by the City Planning Director and recorded in the official records of the Pinal County Recorder. The following changes shall be considered minor modifications and amendments to the Zoning: (i) any increase or decrease in the total number of acres devoted to commercial uses if the acreage devoted to commercial uses does not rise or fall below five (5) acres within the Property; (ii) any change to a higher residential classification if such change does not result in an increase of more than one (1) classification; (iii) any reallocation of the number residential dwelling units within one planning unit to another planning unit so long as such reallocation does not constitute a major amendment under the provisions of Subsection 17.12(a); (iv) any relocation of street layouts, any commercial, industrial and residential areas and any parks and trails on the Property in response to changed market conditions and in conformance with the City's General Plan; (v) any minor alteration to the list of permitted uses of the Property set forth in the Development Agreement, as reasonably deemed to be minor by the Planning Director; (vi) any other modification or change to the Zoning which does not constitute a major amendment under the terms of Subsection 17.12(a).

(c) No change or addition is to be made to this Agreement except by written amendment executed by the Owners and by either the City Council approved signatory or the City Planning Director as dictated by Subsections 17.12(a) and (b).

(d) The City shall record in the Official Records of Pinal County at the Owners' sole cost, any amendment to this Agreement within ten (10) days.

(e) Upon amendment of this Agreement as established herein, references to "Agreement" or "Development Agreement" shall mean the Agreement as amended by any subsequent, duly processed amendment.

(f) The effective date of any duly processed amendment shall be the date on which the last representative for the parties executes the Agreement.

(g) If, after the effective date of any amendment(s), the parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the "Original Development Agreement." When the parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the parties shall refer to it by the number of the amendment as well as its effective date.

20.13 Names and Plans. The Owners shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owners in connection with the Property, provided, however, that in connection with any conveyance of portions of the Property to the City such rights pertaining to the portions of the Property so conveyed shall be assigned, to the extent that such rights are assignable, to the City. Notwithstanding the foregoing, the Owners shall be entitled to utilize all such materials described herein to the extent required for the Owners to construct, operate, or maintain improvements relating to the Property.

20.14 Good Standing: Authority. Each of the parties represents and warrants to the other (i) that it is duly formed and validly existing under the laws of Arizona, with respect to the Owners, or a municipal corporation within the state of Arizona, with respect to the City, (ii) that it is an Arizona corporation or municipal corporation duly qualified to do business in the state of Arizona and is in good standing under applicable State laws, and (iii) that the individual(s) executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

20.15 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

20.16 Recordation. This Agreement shall be recorded, at the City's sole cost, in its entirety in the Official Records of Pinal County, Arizona not later than ten (10) days after execution by the last party.

20.17 Challenges to this Agreement. In the event that this Agreement or any approvals given by the City related to this Agreement are ever challenged, the Owners reserve the right to intervene in such action at Owners' sole cost and expense.

20.18 Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a party is untrue, the other Party shall have all rights and remedies available at law, in equity, or as provided in this Agreement. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

20.19 Force Majeure Notwithstanding any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of god, or other events beyond the control of such party, the time period provided herein for the performance by such Party of

such duty or obligations shall be extended for a period equal to the delay occasioned by such events.

20.20 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

20.21 Limited Severability. The City and Owners each believe that the execution, delivery, and performance of this Agreement are in compliance with all Applicable Requirements. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the City to do any act in violation of any Applicable Requirements, constitutional provision, law, regulation, City code or City charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

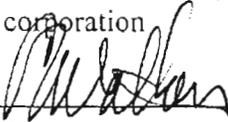
20.22 Certificate of Estoppel. Owners may request that the City, and the City shall, within twenty-one (21) calendar days after such request, deliver to Owners a written estoppel certificate containing the following: (a) a certification that this Agreement and the Zoning are unmodified and remain in full force and effect, or if there have been any modifications or amendments, then the certification shall state that this Agreement and the Zoning are in full force and effect, as modified, and shall specify the nature and date of such modification; (b) a certification that there are no existing defaults under the Zoning or this Agreement, or if there are existing defaults under the Zoning or this Agreement, then the certification shall set forth the scope and nature of such default; and (c) a certification as to any other matters that may reasonably be requested in connection with the development of the Property or any material aspect of the Development Plan. In the event the Owners have not received an estoppel certificate within twenty-one (21) calendar days from the date of the request, then in such event, Owners shall be entitled to prepare an estoppel certificate and deliver same to the City for execution by the City.

20.23 Counterparts. This Agreement may be executed in counterparts.

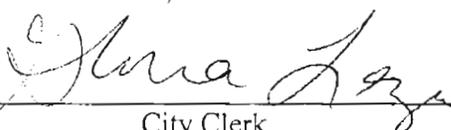
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date and hereby swear and affirm that are duly authorized in accordance with law to execute this Agreement.

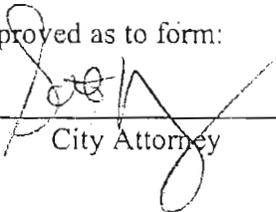
[SIGNATURES ON FOLLOWING PAGES]

CITY.  
CITY OF CASA GRANDE, an Arizona  
municipal corporation

By:   
Mayor

Date: 6/21, 2005

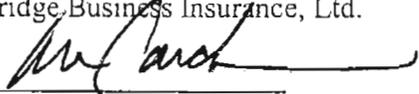
Attest:   
City Clerk

Approved as to form:  
  
City Attorney



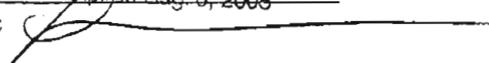
OWNERS:

Cambridge Business Insurance, Ltd.

By:   
Wilford R. Cardon, Director

STATE OF ARIZONA       §  
                                      §  
County of \_\_\_\_\_ §

SUBSCRIBED AND SWORN to before me this 11 day of July, 2005, by \_\_\_\_\_, the Director of Cambridge Business Insurance, Ltd., on behalf of the company.

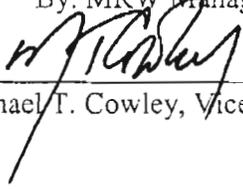
**LISA M. MENDENHALL**  
Notary Public, Clinton County, MI  
My Comm. Expires Aug. 9, 2005  
\_\_\_\_\_  
Notary Public 

My Commission Expires: 8-8-05

OWNERS:

SMT Investors Limited Partnership

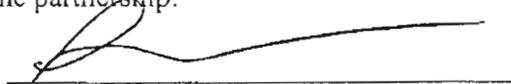
By: MRW Management Company, an Arizona corporation, its General Partner



Michael T. Cowley, Vice President

STATE OF ARIZONA     §  
                                   §  
County of \_\_\_\_\_ §

SUBSCRIBED AND SWORN to before me this 11 day of July, 2005, by Michael T. Cowley, Vice President of MRW Management Company, General Partner of SMT Investors Limited Partnership, on behalf of the partnership.

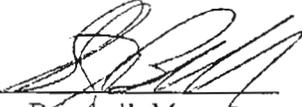
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8-8-05

**LISA M. MENDENHALL**  
Notary Public, Clinton County, MI  
My Comm. Expires Aug. 8, 2005

OWNERS

Langley Farms, LLC

By:   
Stacy Brimhall, Manager

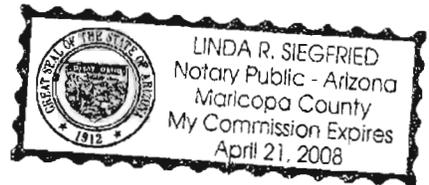
STATE OF ARIZONA §

County of \_\_\_\_\_ §

SUBSCRIBED AND SWORN to before me this 1<sup>st</sup> day of July, 2005, by Stacy Brimhall, the Manager of Langley Farms, LLC, on behalf of the company.

  
Notary Public

My Commission Expires: april 21, 2008



OWNERS

By: Clarence Thomas Cummings

Clarence Thomas Cummings

STATE OF ARIZONA §  
§  
County of \_\_\_\_\_ §

SUBSCRIBED AND SWORN to before me this 11 day of July, 2005, by  
Clarence Thomas Cummings.

[Signature]  
Notary Public

My Commission Expires: 8-8-05

LISA M. MENDENHALL  
Notary Public, Clinton County, MI  
My Comm. Expires Aug. 8, 2005

By: Pamela K. Cummings

Pamela K. Cummings

STATE OF ARIZONA §  
§  
County of \_\_\_\_\_ §

SUBSCRIBED AND SWORN to before me this 11 day of July, 2005, by  
Pamela K. Cummings.

[Signature]  
Notary Public

My Commission Expires: 8-8-05

LISA M. MENDENHALL  
Notary Public, Clinton County, MI  
My Comm. Expires Aug. 8, 2005

OWNERS:

Hill-Westland Family Limited Partnership

Jackie Westland  
By: Jacqueline H. Westland

STATE OF ARIZONA §

§

County of \_\_\_\_\_ §

SUBSCRIBED AND SWORN to before me this 11 day of July, 2005, by Jacqueline H. Westland on behalf of the limited partnership.

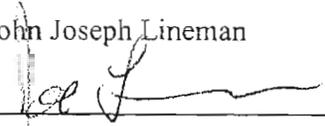
[Signature]  
Notary Public

My Commission Expires: 8-8-05

**LISA M. MENDENHALL**  
Notary Public, Clinton County, MI  
My Comm. Expires Aug. 8, 2005

OWNERS:

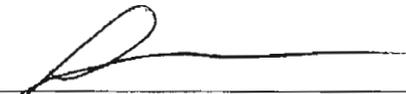
John Joseph Lineman



STATE OF ARIZONA §

County of \_\_\_\_\_ §

SUBSCRIBED AND SWORN to before me this 11 day of July, 2005, by  
John Joseph Lineman.

  
Notary Public

My Commission Expires: 8-8-05

**LISA M. MENDENHALL**  
Notary Public, Clinton County, MI  
My Comm. Expires Aug. 8, 2005

EXHIBIT A

**LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1:

The West half of Section 32, Township 6 South, Range 7 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, lying North and West of the Casa Grande Canal.

## EXHIBIT B

### PUBLIC INFRASTRUCTURE PLAN

The improvements to publicly owned facilities and Ancillary Activities (as defined below) are examples of what the Parties to this Agreement intend to constitute Public Infrastructure Improvements. This list is intended by the Parties to be illustrative, but not exhaustive. By its execution of this Agreement, Owner does not undertake to provide all of the following improvements; but to the extent Owner provides any of the following improvements, such improvements shall be deemed, for the purposes of this Agreement, to constitute Public Infrastructure Improvements.

1. Off-Site Public Infrastructure Improvements.
  - a. Off-site rough grading
  - b. Off-site right-of-way acquisition
  - c. Off-site water mains, lines and tap fees (if paid)
  - d. Off-site sewer construction (including collection, transport, storage, treatment, dispersal, effluent use and discharge)
  - e. Off-site roadway improvements such as highways, streets, roadways and parking facilities (including all areas for vehicular use for travel, ingress, egress and parking)
  - f. Traffic control systems and devices (including signals, controls, markings and signage)
  - g. Off-site transit system
  - h. Off-site storm drainage and flood control systems (including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge)
  - i. Off-site utility relocation
  - j. Pedestrian malls, parks, recreational facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly and recreation
  - k. Off-site landscaping (including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems)
  - l. Development Fees
  - m. Equipment, vehicles, furnishings and other personalty related to the foregoing
  - n. All architectural, design, planning, engineering (including environmental assessments and remediation), legal, accounting, general and administrative activities and expenses in connection with the foregoing (collectively the “Ancillary Activities”).
  
2. On-Site Public Infrastructure Improvements.
  - a. On-site rough grading
  - b. On-site water mains, lines and tap fees (if paid)
  - c. On-site sanitary sewer (including collection, transport, storage, treatment, dispersal, effluent use, and discharge) and tap fees, if paid.
  - d. On-site storm drainage and flood control systems (including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge)
  - e. On-site right-of-way acquisition

- f. On-site roadway improvements (including all areas for vehicular use for travel, ingress, egress and parking)
- g. Traffic control systems and devices (including signals, controls, markings and signage)
- h. Pedestrian malls, parks, recreational facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly and recreation
- i. On-site landscaping (including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems)
- j. On-site utility relocation
- k. On-site utility trenching
- l. On-site utilities (including gas and electric utilities)
- m. Development Fees
- n. Equipment, vehicles, furnishings and other personalty related to the foregoing
- o. All Ancillary Activities in connection with the foregoing.

## EXHIBIT C

### A.R.S. 9-463.06. Standards for enactment of moratorium; land development; limitations; definitions

A. A city or town shall not adopt a moratorium on construction or land development unless it first:

1. Provides notice to the public published once in a newspaper of general circulation in the community at least thirty days before a final public hearing to be held to consider the adoption of the moratorium.
2. Makes written findings justifying the need for the moratorium in the manner provided for in this section.
3. Holds a public hearing on the adoption of the moratorium and the findings that support the moratorium.

B. For urban or urbanizable land, a moratorium may be justified by demonstration of a need to prevent a shortage of essential public facilities that would otherwise occur during the effective period of the moratorium. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. A showing of the extent of need beyond the estimated capacity of existing essential public facilities expected to result from new land development, including identification of any essential public facilities currently operating beyond capacity and the portion of this capacity already committed to development, or in the case of water resources, a showing that, in an active management area, an assured water supply cannot be provided or, outside an active management area, a sufficient water supply cannot be provided, to the new land development, including identification of current water resources and the portion already committed to development.
2. That the moratorium is reasonably limited to those areas of the city or town where a shortage of essential public facilities would otherwise occur and on property that has not received development approvals based upon the sufficiency of existing essential public facilities.
3. That the housing and economic development needs of the area affected have been accommodated as much as possible in any program for allocating any remaining essential public facility capacity.

C. A moratorium not based on a shortage of essential public facilities under subsection B of this section may be justified only by a demonstration of compelling need for other public facilities, including police and fire facilities. This demonstration shall be based on reasonably available information and shall include at least the following findings:

1. For urban or urbanizable land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) That the moratorium is sufficiently limited to ensure that a needed supply of affected housing types and the supply of commercial and industrial facilities within or in proximity to the city or town are not unreasonably restricted by the adoption of the moratorium.

(c) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(d) That the city or town has determined that the public harm that would be caused by failure to impose a moratorium outweighs the adverse effects on other affected local governments, including shifts in demand for housing or economic development, public facilities and services and buildable lands and the overall impact of the moratorium on population distribution.

(e) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

2. For rural land:

(a) That application of existing development ordinances or regulations and other applicable law is inadequate to prevent irrevocable public harm from development in affected geographical areas.

(b) Stating the reasons that alternative methods of achieving the objectives of the moratorium are unsatisfactory.

(c) That the moratorium is sufficiently limited to ensure that lots or parcels outside the affected geographical areas are not unreasonably restricted by the adoption of the moratorium.

(d) That the city or town proposing the moratorium has developed a work plan and time schedule for achieving the objectives of the moratorium.

D. Any moratorium adopted pursuant to this section does not affect any express provision in a development agreement entered into pursuant to section 9-500.05 or as defined in section 11-1101 governing the rate, timing and sequencing of development, nor does it affect rights acquired pursuant to a protected development right granted according to chapter 11 of this title or title 11, chapter 9. Any moratorium adopted pursuant to this section shall provide a procedure pursuant to which an individual landowner may apply for a waiver of the moratorium's applicability to its property by claiming rights obtained pursuant to a development agreement, a protected development right or any vested right or by providing the public facilities that are the subject of the moratorium at the landowner's cost.

E. A moratorium adopted under subsection C, paragraph 1 of this section shall not remain in effect for more than one hundred twenty days, but such a moratorium may be extended for additional periods of time of up to one hundred twenty days if the city or town adopting the moratorium holds a public hearing on the proposed extension and adopts written findings that:

1. Verify the problem requiring the need for the moratorium to be extended.
2. Demonstrate that reasonable progress is being made to alleviate the problem resulting in the moratorium.
3. Set a specific duration for the renewal of the moratorium.

F. A city or town considering an extension of a moratorium shall provide notice to the general public published once in a newspaper of general circulation in the community at least thirty days before a final hearing is held to consider an extension of a moratorium.

G. Nothing in this section shall prevent a city or town from complying with any state or federal law, regulation or order issued in writing by a legally authorized governmental entity.

H. A landowner aggrieved by a municipality's adoption of a moratorium pursuant to this section may file, at any time within thirty days after the moratorium has been adopted, a complaint for a trial de novo in the superior court on the facts and the law regarding the moratorium. All matters presented to the superior court pursuant to this section have preference on the court calendar on the same basis as condemnation matters and the court shall further have the authority to award reasonable attorney fees incurred in the appeal and trial pursuant to this section to the prevailing party.

I. In this section:

1. "Compelling need" means a clear and imminent danger to the health and safety of the public.
2. "Essential public facilities" means water, sewer and street improvements to the extent that these improvements and water resources are provided by the city, town or private utility.
3. "Moratorium on construction or land development" means engaging in a pattern or practice of delaying or stopping issuance of permits, authorizations or approvals necessary for the subdivision and partitioning of, or construction on, any land. It does not include denial or delay of permits or authorizations because they are inconsistent with applicable statutes, rules, zoning or other ordinances.
4. "Rural land" means all property in the unincorporated area of a county or in the incorporated area of the city or town with a population of two thousand nine hundred or less persons according to the most recent United States decennial census.
5. "Urban or urbanizable land" means all property in the incorporated area of a city or town with a population of more than two thousand nine hundred persons according to the most recent United States decennial census.
6. "Vested right" means a right to develop property established by the expenditure of substantial sums of money pursuant to a permit or approval granted by the city, town or county.



OFFICIAL  
COPY

C.G. CONTRACT NO. 305-12  
1062.0204

**CITY OF CASA GRANDE  
AND  
CAMBRIDGE BUSINESS INSURANCE, LTD., SMT INVESTORS LIMITED  
PARTNERSHIP, LANGLEY FARMS, LLC, JOHN JOSEPH LINEMAN,  
CLARENCE THOMAS CUMMINGS AND PAMELA K. CUMMINGS, HILL-  
WESTLAND FAMILY LIMITED PARTNERSHIP  
SEWER CAPACITY RESERVATION AGREEMENT**

**I. INTRODUCTION**

This agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Casa Grande, Arizona, a municipal corporation (hereinafter referred to as the "City") and Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership (hereinafter referred to as "Owners").

**II. RECITALS**

**A. WHEREAS**, the City and the Mission Royale Community Facilities District (hereinafter referred to as the "District") are participating in the construction of a 24 inch sewer line from the existing Cox Road alignment lift station to the intersection of Kortsen and Arizola Roads as depicted on the drawing attached as Exhibit 1 and incorporated herein by this reference, (hereinafter referred to as the "Sewer Line"); and

**B. WHEREAS**, upon completion of the Sewer Line the District will convey the Sewer Line described above to the City; and

**C. WHEREAS**, when completed the Sewer Line is designed with a maximum capacity of 4.39 million gallons per day (MGD); and

**D. WHEREAS**, the Mission Royale Subdivision will utilize 1.05 MGD of the above described maximum capacity leaving an excess capacity of 3.34 MGD; and; and

**E. WHEREAS**, Owners anticipate a future development of 356 acres of residential and 75 acres of non-residential land uses on the property described in Exhibit 2 and incorporated herein by this reference; and

**F. WHEREAS**, Owners believe the reservation of 220,000 gallons per day of the Sewer Line capacity, described more fully in Exhibit 3 and incorporated herein by this reference, is in Owner's best interests and is sufficient for and would allow for the future development of the property described in Exhibit 2; and

**G. WHEREAS**, the Casa Grande City Council has, by Resolution 3572, authorized the execution of a contract with the Owner in accordance with Casa Grande Municipal Code 13.08.380(B);

**NOW THEREFORE**; in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

**III. DEFINITIONS.**

Unless otherwise indicated in the text of this Agreement, the following terms as used herein

shall have the following meanings. Capitalized terms not defined in this Agreement shall have the meaning as set forth in Casa Grande Municipal Code Chapter 13.08, Article I. Capitalized terms not defined in the Casa Grande Municipal Code or this Agreement Subsection shall have the meanings as set forth herein or the plain and common meaning, unless the context requires otherwise.

A. "Agreement" shall mean this Sewer Capacity Reservation Agreement as well as any exhibits, documents, or public records, which are specifically incorporated herein by reference, plus any duly processed amendment thereto.

B. "Effective Date" shall mean the date that the last representative for the parties executes this Agreement.

C. "Parties" shall mean the parties respectively named below as well as any assignee or delegate of, or successor to its rights, powers, and responsibilities as permitted by Section VII.

1. "City" shall mean the City of Casa Grande, a duly formed municipal corporation within the State of Arizona.

2. "Developers" shall mean, Cambridge Business Insurance LTD., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, and Hill-Westland family limited partnership.

3. "Reservation term" shall mean five (5) years from the completion date of the sewer line.

D. "Reservation Fee" shall mean \$233.420 and reflects the cost of the .22 mgd of capacity reserved by Developers in the Sewer Line.

## **AGREEMENT**

### **IV. TERM OF AGREEMENT**

The term of this Agreement is from the Effective Date through the Reservation Term.

### **V. CITY'S OBLIGATIONS**

A. The City and the District have furnished, at its own expense, all materials, supervision, labor and everything necessary to install and construct until ready for service, the Sewer Line as specified in the public improvement plans submitted by Stantec Consulting, Inc. and entitled Mission Royale Offsite Sewer as approved by the Casa Grande City Engineer's Office on February 3, 2005, which plans are incorporated into this Agreement by this reference as if fully set forth herein. Upon satisfactory completion of the Sewer Line, as shown on Exhibit 4, by the City and the District and acceptance by the City, the Sewer Line thereon by virtue of the zoning approval and this Agreement shall become the property of the City in fee simple, free and clear of any and all encumbrances, claims or liens whatsoever.

B. It is agreed between the parties hereto that the completion of the Sewer Line will be within nine (9) months after the date of this Agreement unless an extension of time is approved by the Public Works Director, and once the installation of the Sewer Line as shown on Exhibit 4 has commenced, said work shall be carried forward to completion to the satisfaction of the City inspectors without delay; that such work shall not be halted except by reason of circumstances beyond the control of the City and the District.

C. Upon completion and acceptance by the City of the Sewer Line and receipt of this executed Agreement and full and final payment of the Reservation Fee by Owner, the City reserves for Developer the sewer capacity described in Exhibit 3 in the Sewer Line for the Reservation Term.

**D.** Upon Owner obtaining building permits from the City of Casa Grande Building Department, City shall credit Owner City development/impact fees associated with sewer collection. Owner is not entitled to any credit or offset for sewer development/impact fees associated with the treatment of sewerage.

**E.** Upon the expiration of the Reservation Term the City is relieved of any obligation to reserve any sewer capacity in the Sewer Line for the benefit of the Owner or assigns nor is Owner entitled to any refund, rebate or credit of the Reservation Fee or any development/impact fee imposed by the City.

**F.** All provisions of the City of Casa Grande Code and ordinances or amendments thereto applicable to sewer services inside the City of Casa Grande boundaries, including all charges therefore, shall apply to service by the Sewer Line.

#### **VI. DEVELOPER'S OBLIGATIONS.**

**A.** Owner shall deliver to City an executed original of this Agreement along with, in cash or its equivalent, the full Reservation Fee in the amount described in Section III (D).

**B.** Owner shall comply with all applicable City ordinances relating to sewer service. Owner acknowledges that failure to utilize all of the sewer capacity reserved in Section V(C) prior to the expiration of the Reservation Term relieves City of any obligation under this agreement and Owner is not entitled to a refund, offset or credit of any Reservation Fee or development/impact fee. The actual sewer capacity utilized by Owner will be determined on the amount of sewer line capacity each residential or non-residential use will use in increments of MGD or portions thereof based on the ADEQ and City standards existing at the time of building permit issuance for that particular land use.

#### **VII. ASSIGNMENT**

**A.** To the extent that the property described in Exhibit 2 is transferred to a homebuilder or another developer during the term of this Agreement, the City shall reserve the Sewer Line capacity as provided for in Section V(C) of this agreement for the benefit of the transferee of the property described in Exhibit 2 and for the sole purpose of sewer reservation for the property described in Exhibit 2. An assignment of this Agreement for sewer reservation to serve property other than that described in Exhibit 2 shall be ineffective and the City shall not be responsible for the reservation of any sewer capacity for any property other than the property described in Exhibit 2 which Owner may have contractually allocated to more than one other person or entity. Owner shall indemnify, defend, and hold harmless the City against all other persons or entities claiming sewer capacity reservation of the Sewer Line.

**B.** Notwithstanding the provisions of anything herein contained to the contrary, Owner's rights to sewer capacity reservation of the Sewer Line may only be transferred or assigned in whole or in part by written instrument to any other subsequent party. Owner shall notify the City of the assignment of the right to the reservation of sewer capacity in the Sewer Line under this Agreement within ten (10) days of said assignment.

#### **VIII. GENERAL PROVISIONS**

**A. Recitals.** The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the parties hereby confirm the accuracy thereof.

**B. Relationship.** This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between or among the parties, and it shall be construed strictly in accordance with its terms.

**C. Mandatory Signature.** This agreement shall become binding on and enforceable against

the City of Casa Grande only after acceptance by the Casa Grande City Council and execution by the Casa Grande City Manager whether or not contract negotiations were conducted by the City Manager or any other agent of the City of Casa Grande.

**D. Integration.** This agreement, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all parties.

**E. Equal Treatment of Parties in Interpretation of Agreement.** This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

**F. Construction.** Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

**G. Additional Acts and Documents.** Each party to this Agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

**H. Authority to Bind Party.** The individuals executing this Agreement on behalf of each party represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective parties.

**I. Waiver Not Implied.** No waiver by either party of any portion of this Agreement or any breach by either party shall constitute a waiver of any other provision, whether or not similar, or of any subsequent breach of the same or any similar provision. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Each party specifically waives notice of default and right to cure said default unless specifically provided for in the Agreement.

**J. Timely Performance.** Time is of the essence for the performance of all conditions and obligations under this Agreement.

**K. Governing Law/Choice of Forum.** This Agreement and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

**L. Prevailing Party's Costs.** The Parties agree in the event of a breach of this contract, the prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney fees incurred because of the breach, whether a lawsuit is instituted or not.

**M. Severability.** If any provision of this Agreement is declared void and unenforceable, such provision shall be deemed severed from this Agreement that shall otherwise remain in full force and effect. Further, if any such provision may be reduced and/or narrowed in scope or the like, such provision shall be reduced, narrowed, and/or the like, and so enforced. The same shall apply to any portion of any provision.

**N. Notices.** All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designated and acknowledged in writing.

City of Casa Grande  
ATTN: Office of Public Works Director  
510 East Florence Boulevard  
Casa Grande, Arizona 85222

Jordan R. Rose  
Rose Law Group, pc  
7272 E. Indian School Road Suite 360  
Scottsdale AZ 85251

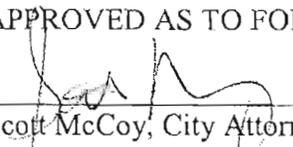
**O. Cancellation for Conflict of Interest.** This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

**CITY OF CASA GRANDE**, an  
Arizona municipal corporation

  
By: James V. Thompson, City Manager  
Date: 3/24, 2005.

ATTEST:  
  
Gloria Leija, City Clerk-MCC

APPROVED AS TO FORM:  
  
Scott McCoy, City Attorney

SMT INVESTORS LIMITED PARTNERSHIP,  
an Arizona limited partnership  
BY: MRW Management Company, an Arizona corporation, its GP

  
By: Michael T. Cowley, Vice President

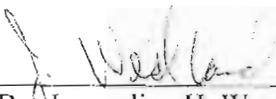
I. ANGLE FIELDS, L.L.C.

  
By: Stacy Brimhall, Manager

CLARENCE THOMAS CUMMINGS  
AND PAMELA K. CUMMINGS

  
By: Pamela K. Cummings

HILL-WESTLAND FAMILY  
LIMITED PARTNERSHIP

  
By: Jacqueline H. Westland

JOHN JOSEPH LINEMAN

  
By: John Joseph Lineman

CAMBRIDGE BUSINESS INSURANCE, LTD.

  
By: Wilford R. Cardon, Director

State of Arizona )  
County of Pinal )

**City Manager  
Acknowledgment**

On this 24 day of March, 2005, Scott Baber ~~James V. Thompson~~ who acknowledged himself to be the Casa Grande City Manager personally appeared before the undersigned and that he, as such City Manager, being authorized to do so, executed the Agreement between Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership and the City (identified in City of Casa Grande records as C.G. Contract No. 30511) in the capacity therein stated and for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

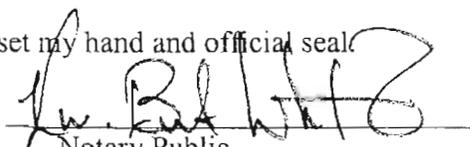
My commission expires: \_\_\_\_\_

State of Arizona )  
County of Maricopa )

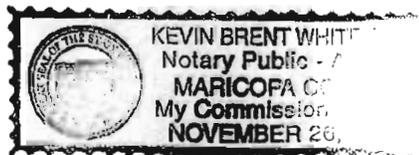
**SMT Investors Limited Partnership  
Michael T. Cowley, Vice President  
Acknowledgment**

On this 4<sup>th</sup> day of April, 2005, Michael T. Cowley, Vice President of MTCW Management Company, personally appeared before the undersigned, and that he/she executed the Agreement between Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership and the City (identified in City of Casa Grande records as C.G. Contract No. \_\_\_\_\_) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

My commission expires: 11/26/05



State of Arizona )  
 ) ss  
County of Maricopa )

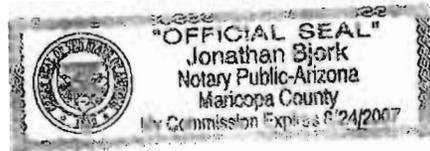
**Langley Farms, L.L.C.**  
**Stacey Brimhall, Manager**  
**Acknowledgment**

On this 4<sup>th</sup> day of April, 2005, Stacey Brimhall, Manager of Langley Farms, L.L.C., personally appeared before the undersigned, and that he/she executed the Agreement between Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership and the City (identified in City of Casa Grande records as C.G. Contract No. \_\_\_\_\_) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jonathan Bjork  
Notary Public

My commission expires: 8/24/2007



State of Arizona )  
 ) ss  
County of Maricopa )

**Clarence Thomas Cummings**  
**Acknowledgment**

On this 7 day of April, 2005, Clarence Thomas Cummings, personally appeared before the undersigned, and that he/she executed the Agreement between Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership and the City (identified in City of Casa Grande records as C.G. Contract No. \_\_\_\_\_) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rochelle L. Troiter  
Notary Public

My commission expires: 5/12/2006



State of Arizona )  
 ) ss  
County of Maricopa )

**Pamela K. Cummings**  
**Acknowledgment**

On this 7 day of April, 2005, Pamela K. Cummings, personally appeared before the undersigned, and that he/she executed the Agreement between Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership and the City (identified in City of Casa Grande records as C.G. Contract No. \_\_\_\_\_) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rochelle Trotter  
Notary Public

My commission expires: 5/12/2006



State of Arizona )  
 ) ss  
County of Maricopa )

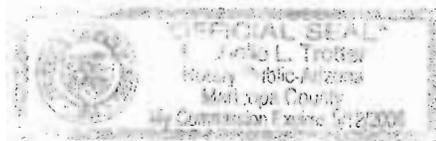
**Hill-Westland Family Limited Partnership**  
**Jacqueline H. Westland**  
**Acknowledgment**

On this 7 day of April, 2005, Jacqueline H. Westland of Hill-Westland Family Limited Partnership, personally appeared before the undersigned, and that he/she executed the Agreement between Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership and the City (identified in City of Casa Grande records as C.G. Contract No. \_\_\_\_\_) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rochelle Trotter  
Notary Public

My commission expires: 5/12/2006



State of Arizona )  
 ) ss  
County of Maricopa )

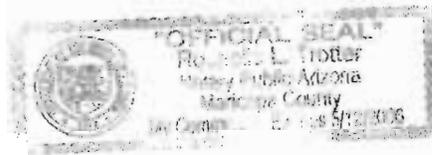
John Joseph Lineman  
Acknowledgment

On this 7 day of April, 2005, John Joseph Lineman, personally appeared before the undersigned, and that he/she executed the Agreement between Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership and the City (identified in City of Casa Grande records as C.G. Contract No.     ) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rochelle K. Oratter  
Notary Public

My commission expires: 5/12/2010



State of Arizona )  
 ) ss  
County of Maricopa )

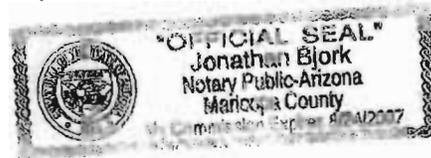
Cambridge Business Insurance, Ltd.  
Wilford R Cardon  
Acknowledgment

On this 4<sup>th</sup> day of April, 2005, Wilford R Cardon, personally appeared before the undersigned, and that he/she executed the Agreement between Cambridge Business Insurance Ltd., SMT Investors Limited Partnership, Langley Farms, LLC, John Joseph Lineman, Clarence Thomas Cummings and Pamela K. Cummings, Hill-Westland Family Limited Partnership and the City (identified in City of Casa Grande records as C.G. Contract No.     ) in the capacity therein stated and for the purposes therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jonathan Bjork  
Notary Public

My commission expires: 8/29/2007



**EXHIBIT ONE**

"Project" shall mean the acquisition of public infrastructure (as such term is defined in the Act) described in the Report, including particularly the acquisition by the District of the following:

Approximately 3.5 miles of 21" PVC Sewer Line (upsized to a 24" sewer line) from the existing corner of Cox Road alignment to the corner of Kortsen and Peart Roads, including 49 5' manholes, complete, 34" Steel casing (including bore) and other improvements listed on Page 2-1 of the Feasibility Report.

**EXHIBIT TWO**



**EXHIBIT THREE**

EXHIBIT FOUR

**Mission Royale Offsite Sewer plans approved on February 3, 2005 are available for inspection at the Office of the Casa Grande City Engineer.**