



The Reserve at Peart
Planned Area Development



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The Reserve at Peart

Minor General Plan Amendment, Preliminary Development Plan and Development Guide for a Planned Area Development

Prepared for:
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Casa Grande, Arizona 85222

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1.0 Purpose of Request

The primary intent of this application is to obtain Planned Area Development approval on an 8.6 acre site in the east-central area of the City of Casa Grande to be known as **The Reserve at Peart**. The site is highly suitable for a new infill planned community and the project will provide an opportunity to live in a unique gated environment with easy access to nearby offices and shopping.

Two applications have been filed for the **The Reserve at Peart** planned community:

1. Minor General Plan Amendment – An amendment from High Density Residential (HDR) to Medium Density Residential #1 (MDR#1) on 8.6 acres located north of the northeast corner of Peart Road and Florence Boulevard is proposed to allow the proposed single-family residential community.
2. Zone Change – A Zone Change from Multi-family Residential (R-3) to Planned Area Development (PAD) is proposed on the entire 8.6 acre **The Reserve at Peart** property.

The Reserve at Peart project is ideal for the subject area. As noted and as seen in *Figure 1 Vicinity Map* and *Figure 2 Existing Conditions Map*, the site is in the midst of a rapidly growing area. The majority of the projects approved or proposed in the vicinity predominantly include single-family detached residential homes, shopping centers, and professional office complexes. The amount of commercial and office developments in the area, including the proposed new Lowe's Home Improvement store, present significant housing opportunities for new employees.

Growth has and will continue to come to the Casa Grande market due to the City's small, but progressive City character, proximity to the Phoenix and Tucson metropolitan areas, increasing economic opportunities, and attractive quality of life. **The Reserve at Peart** will be part of the growth and allow buyers an opportunity to purchase a single-family detached home within close distance to new regional shopping areas.

The Reserve at Peart will advance the City of Casa Grande's long standing commitment to quality growth by following the intent of the City's Residential Design Standards for Planned Area Developments, subscribing to sound planning principles, and integrating

into the subject area for improved compatibility. The remainder of this document will show, both in text and exhibits, how **The Reserve at Peart** will be designed and planned to be a quality planned community and a welcoming home to future residents of the City.

2.0 Relationship to City of Casa Grande Land Use Plan

The City of Casa Grande Land Use Plan designates the entire site for High-Density Residential uses (12.0-16.0 dwelling units per acre). **The Reserve at Peart** is proposed for a Medium Density Residential #1 (4.0-8.0 dwelling units per acre) land use to allow for a small infill development. This minor land use amendment affords an opportunity for greater diversity in housing product, price ranges, and lifestyles within the subject area. Existing and proposed land uses are shown in *Figure 3A Existing Land Use Plan* and *Figure 3B Proposed Land Use Plan*.

3.0 Preliminary Development Plan - Project Description

The Reserve at Peart is located north of the northeast corner of Peart Road and Florence Boulevard. Its location on an minor arterial roadway with close access to Florence Boulevard and Interstate 10 make the site highly accessible.

The Reserve at Peart is a smaller planned gated community that features a unique residential product with open space as seen in *Exhibit 4 Preliminary Development Plan*. The open space will be both passive (buffering) and active in nature and include a main gathering area with a ramada and tot lot for residents to use.

The Reserve at Peart was planned with sensitivity to the current and planned land uses in the surrounding areas. Although the site is currently planned for apartments at a density of up to sixteen units per acre, it was determined that an opportunity existed on this site to be more compatible with surrounding uses, provide more home ownership opportunities, and build unique homes that foster community and comfortable living.

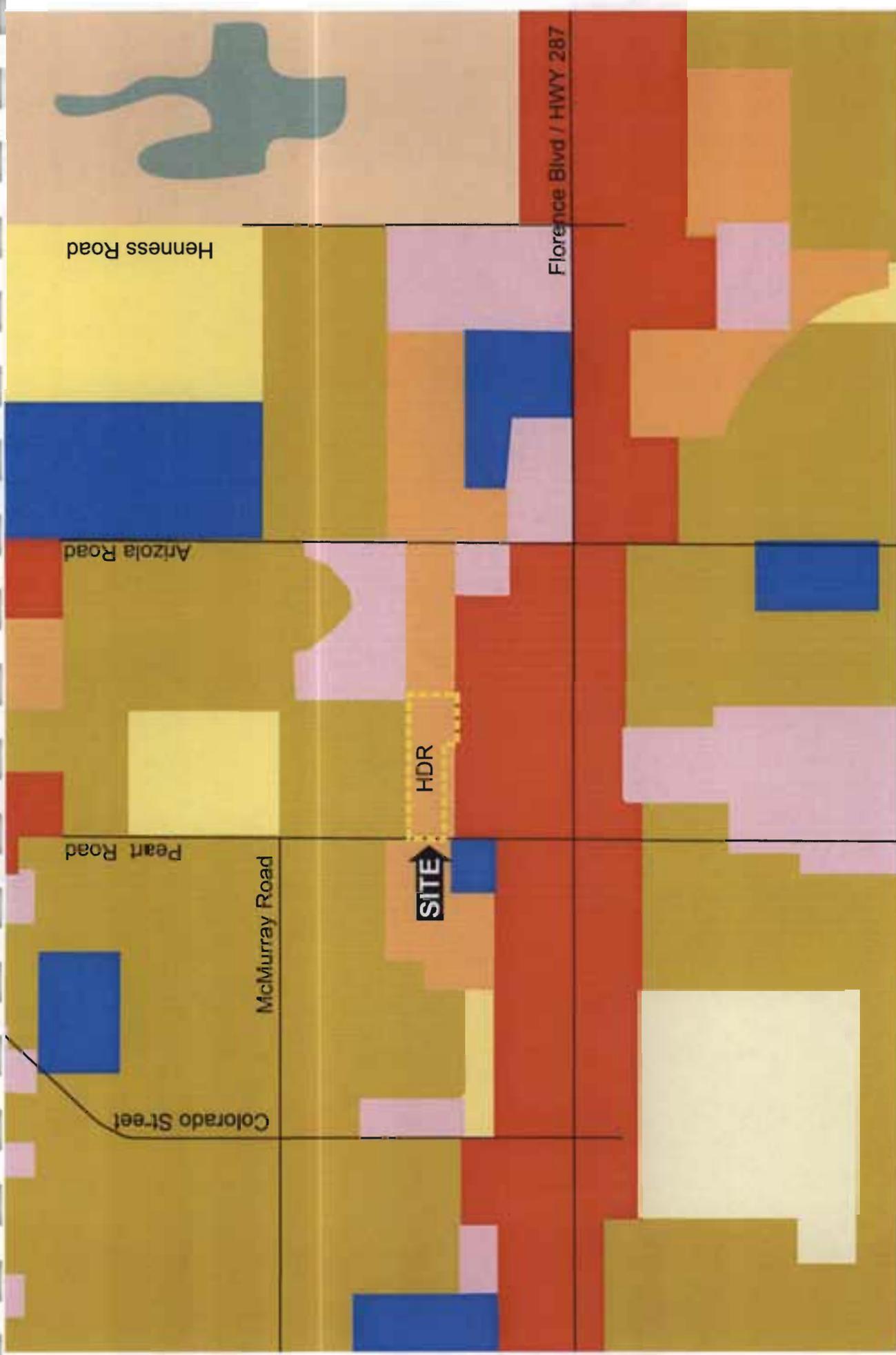




The Reserve at Peart
CASA GRANDE, ARIZONA

Figure 2
EXISTING CONDITIONS
MAP





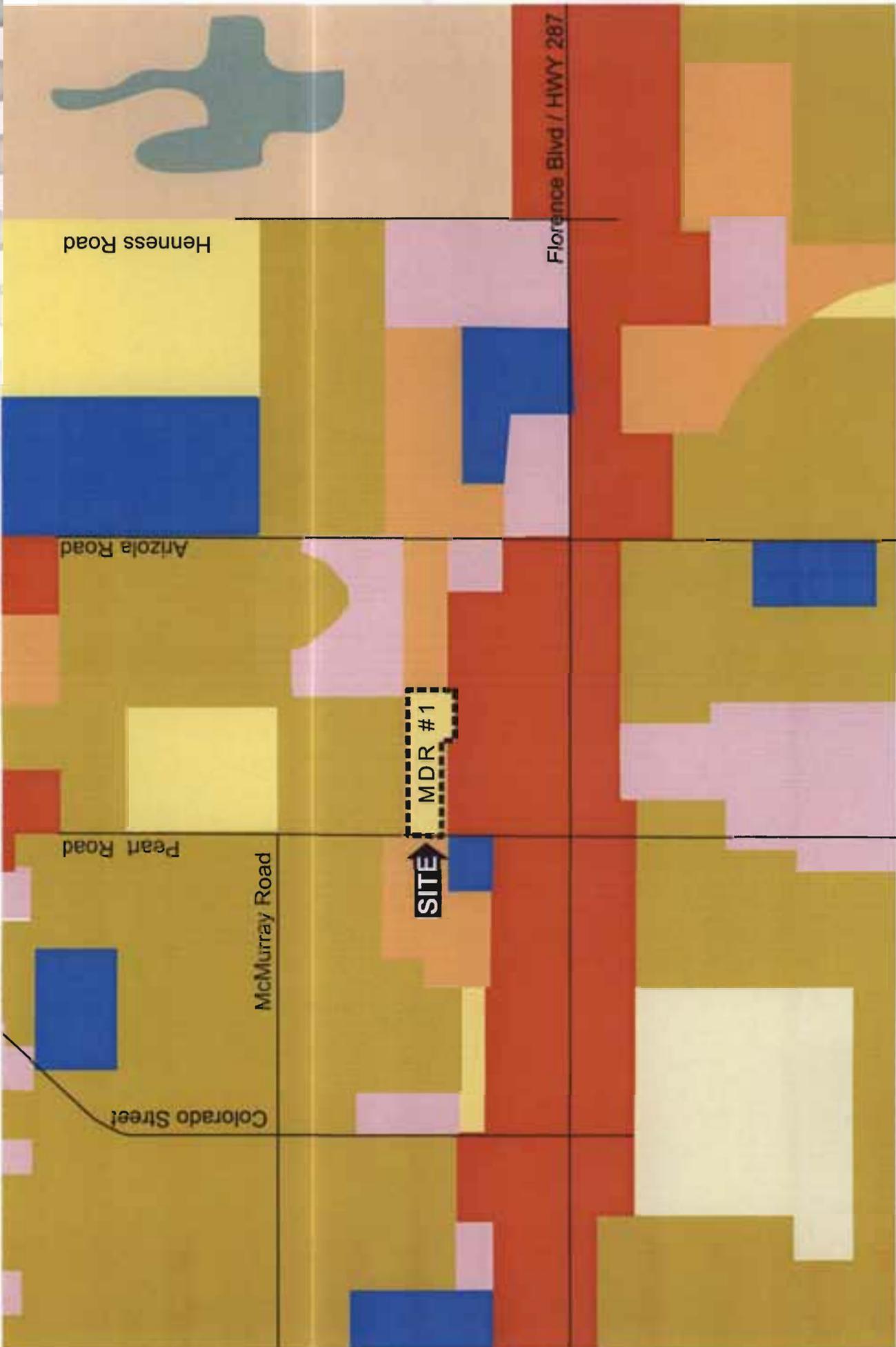
Land Use Designation

- Rural Residential (0-1 DU/ac*) Target 0.5 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
- Commercial
- Office/ Business Park
- Employment
- Public/ Semi-Public
- Parks/ Open Space

**EXISTING
GENERAL PLAN MAP**



Figure 3A



PROPOSED
GENERAL PLAN MAP



Figure 3B

Land Use Designation

	Rural Residential (0-1 DU/ac) Target 0.5 DU/ac		Commercial
	Low Density Residential (1-4 DU/ac) Target 2.5 DU/ac		Office/ Business Park
	Medium Density Residential #1 (4-8 DU/ac) Target 5.0 DU/ac		Public/ Semi-Public
	Medium Density Residential #2 (8-12 DU/ac) Target 10.0 DU/ac		Parks/ Open Space
	High Density Residential (12-16 DU/ac) Target 14.0 DU/ac		

3.1 Single-Family Residential

The project consists entirely of single-family residential homes. This area has been planned in a vibrant and sustainable manner. The planned residential density is targeted at no more than 6.2 dwelling units per acre, which is less than the 8 dwelling units per acre allowable with the concurrent proposed Casa Grande General Plan amendment. A maximum of 51 single-family lots are proposed. The residential density is planned to provide a smooth transition between **The Reserve at Peart** community and neighboring land uses.

Principally permitted uses within this portion of the PAD will be as allowed in the City's conventional R-1 (Single-family Residential) zoning district. Primary uses include the following:

- a. Single-family detached dwelling unit.
- b. Accessory Buildings (see Casa Grande Municipal Code section 17.20.150 for property development standards) including private swimming pools, home occupations, and model homes.

Development Standards, which vary from conventional R-1 Zone, are as follows:

Minimum lot depth:	92'
Minimum lot width:	40'
Minimum lot area:	3,800 square feet
Front Setback:	12' – 20' (The front setback will be no less than 20' for a front-loaded garage home. A minimum 12' front setback to front porches and/or front forward livable area is allowed.)
Side Setback:	0'/3' (One side yard is at least 3 feet and the other may be zero.)
Corner Setback:	3' (Plus any adjacent landscape tracts.)
Rear Setback:	12'
Maximum Height:	30' / 2 stories
Lot Coverage:	60 percent

Other development standards, including those for accessory buildings and rear yard patio setback encroachments, will be per any applicable sections of the City of Casa Grande Zoning Ordinance.

3.2 Residential Subdivision Design

The residential design relies on solid planning principles that are critical to the success of a sustainable, attractive, and pedestrian-friendly community. **The Reserve at Peart** has been designed to provide connectivity throughout the community with a central looped roadway and open area.

Enhanced landscaping and attractive entry signage welcomes residents to the project. An attractive Peart Road frontage wall will carry on the project's theme established by the project's monument signage and landscaping. *Figure 5 Project Theming*, demonstrates the quality design theme established for **The Reserve at Peart** by the use of enhanced decorative walls and complementary project monument sign. Wall and fence heights will be limited to a maximum height of six (6) feet, except for commercially zoned bordering properties. Fence/walls up to eight (8) feet in height for the wall between the homes and current and future commercial property will be allowed. All wall, signage, and landscape plans will be subject to review and approval of the City's Planning and Development Director.

3.3 Open Space

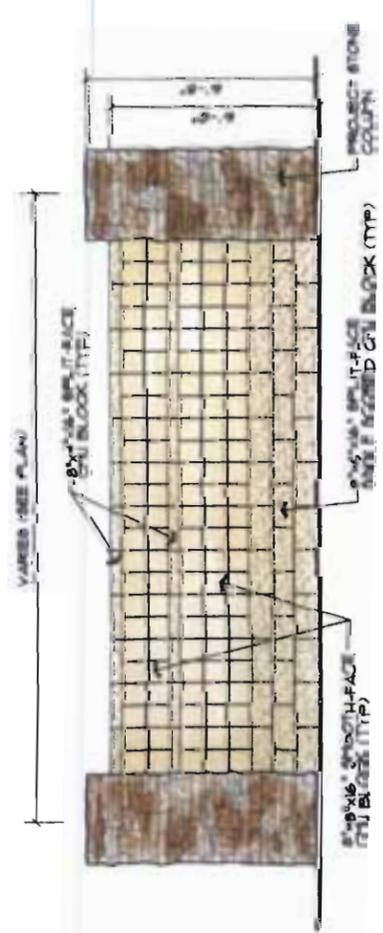
The project will have at least 15 percent open space. Open space for the site will consist of both active and passive recreation areas. All residential open space areas will be maintained by a Homeowner's Association. Open areas are focused on the main street frontage to create a welcoming entrance design and at the main project gathering area where a tot lot and ramada will be located. The open space areas are also designed to retain or facilitate the flow of storm water generated on the site in an aesthetically pleasing design. The landscape design concept for the open space areas will include the use of shade trees, shrubs, ground cover, and areas of turf for passive recreation. Plant material selections, derived from the City of Casa Grande's approved plant palette, will be adaptable to the desert low water environment. Landscape and amenity plans are subject to review and approval of the City's Planning and Development Director.

3.4 Front Yard Landscaping

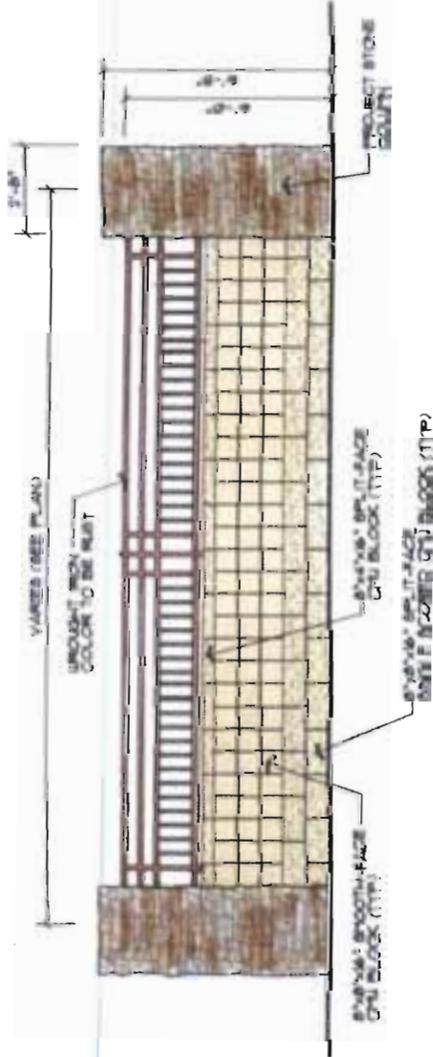
All front yard landscaping for the single-family residential homes will follow the City of Casa Grande Residential Design Standards for PADs.

4.0 Existing Site Conditions

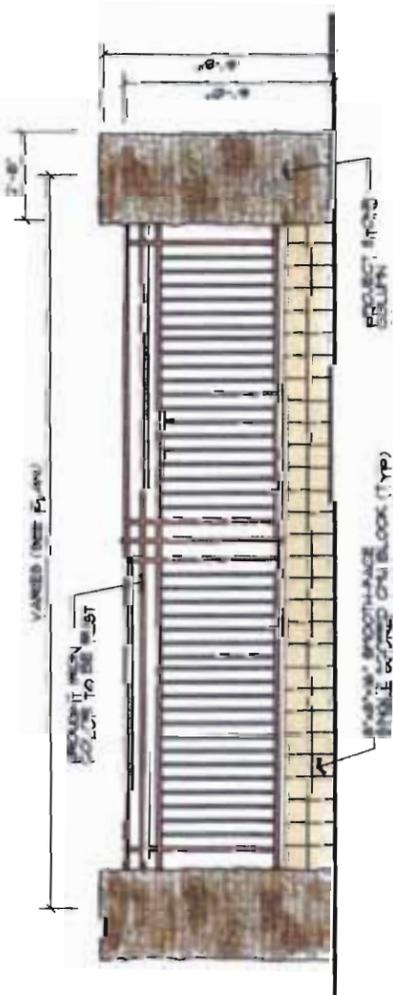
The site currently consists of one undeveloped parcel located between an existing shopping center and existing residential community.



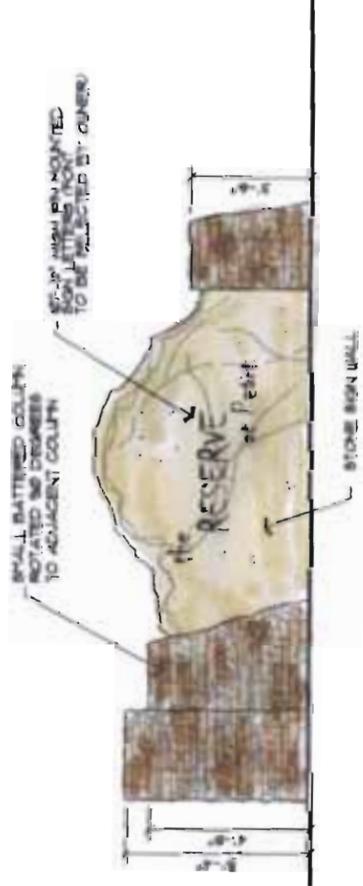
(A) PROJECT PERIMETER THEME WALL
ELEVATION
SCALE: 3/16"=1'-0"



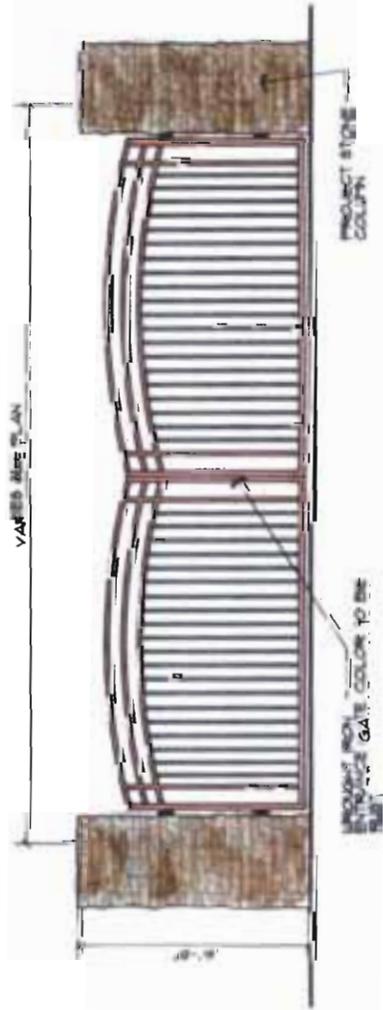
(B) PROJECT VIEW WALL - OPTION '1'
ELEVATION
SCALE: 3/16"=1'-0"



(C) PROJECT VIEW WALL - OPTION '2'
ELEVATION
SCALE: 3/16"=1'-0"



(D) PROJECT ENTRY MONUMENT
ELEVATION
SCALE: 3/16"=1'-0"



(E) PROJECT THEME AND VEHICULAR GATES AT ENTRY
ELEVATION
SCALE: 3/16"=1'-0"

THE RESERVE AT PEART
CASA GRANDE, ARIZONA

5.0 Relationship to Surrounding Properties

The majority of the land adjacent to the site and the surrounding areas contains many new or proposed developments, including Lowe's, Home Depot, Monument Plaza, Silverhawk, and Acacia Landing.

The project site is designated as High Density Residential on the City's Land Use Plan. The majority of the land around this site has either a HDR or Commercial designation. Several PADs are planned in the general area. Land to the west, east, north and south is predominantly zoned PAD and R-3 (the City at one point allowed single-family homes with in the R-3 Zoning District).

6.0 Accessibility

The Reserve at Peart is highly accessible from Peart Road. Florence Boulevard, Casa Grande's primary east-west corridor and an ADOT right-of-way, is only 1/8 mile south of the site. Interstate 10 is a convenient distance from the site. The City of Casa Grande sits at the intersection of Interstate 10 and Interstate 8 so accessibility to the nearby Phoenix and Tucson metropolitan areas, as well as other cities beyond those regions is fairly convenient.

7.0 Circulation System and Street Improvements

The Reserve at Peart site occupies land that is adjacent to Peart Road, a section line road alignment. Streets will be built by the developer/builder and rights-of-way will be dedicated to the City (Peart Road only) and the development's Homeowner's Association (internal local streets only).

7.1 Arterial Roadways

Peart Road is adjacent to the western boundary of **The Reserve at Peart**. The developer/builder will be responsible for the engineering and construction of the east half of Peart Road adjacent to the site. The developer/builder will dedicate 55' of right-of-way for a half minor arterial (total right-of-way width is 110') adjacent to the site. The developer/builder will install paving, curb, gutter, striped bike lane, 6-foot wide detached, meandering sidewalks, streetlights and landscaping within the right-of-way per minor arterial requirements. It is noted, however, that many of these improvements already exist so actual new improvements will be minimal. Cross sections and striping plans for

the arterial roadway are subject to the review and approval of the City Engineer and City Planning and Development Director. Striped bike lanes, meeting AASHTO standards and the recommendations of the City Engineer, shall be provided on the arterial roadway. Upon completion of construction, maintenance of improvements within right-of-way will be the responsibility of the City of Casa Grande except the project's Homeowner's Association will maintain all landscaping within the public right-of-way other than any landscaping occurring within the arterial road median. The existing landscape median in Peart Road will limit all turning movements at Peart Road to right in and right out only.

7.2 Local Streets

The developer/builder will be responsible for the engineering and construction of the local streets within **The Reserve at Peart**. The developer/builder will dedicate the local streets to the development's Homeowner's Association as private roadways. An easement will be granted to the City of Casa Grande over the local streets to allow for emergency access, sanitation, and other applicable public purposes. Local street improvements will include paving, curb, gutter and an attached 4-foot wide sidewalk on both sides of the rights-of-way. Upon completion of construction, maintenance of improvements within the local rights-of-way will be the responsibility of the development's Homeowner's Association. Per discussions with the City's Fire Division Chief, a future emergency fire access point is proposed at the southeast corner of the site to provide future emergency access to the proposed second phase of the Home Depot shopping center. An easement for such purposes will be sought by the developer prior to the construction of the project.

8.0 Public Facilities

The Casa Grande Fire Department will be providing fire service. There are three Fire Stations servicing Casa Grande. The closest station is located across Peart Road. The project will comply with applicable requirements for fire hydrants and ingress/egress from the site's gated entrances.

Police Protection will be provided by the Casa Grande Police Department. The police station is located at: 520 N. Marshall St., which is just a few miles west of the property.

The project site is located within the Casa Grande Elementary School District and the Casa Grande Union High School. **The Reserve at Peart** representatives have been in contact with both districts to evaluate the impacts of this project and determine which schools students would likely attend. Both Districts have requested voluntary donation agreements be signed to off-set the potential impacts of this small subdivision. The draft school donation agreements have been included in *Appendix B Proposed School District Agreements*.

9.0 Utilities

The PAD mechanism allows for the creative design of a master planned community like **The Reserve at Peart**, which contrasts with staggered developments. The planned infrastructure improvements for the community include the construction of roads, including local and arterial streets. Currently the site is undeveloped and there are minimal existing onsite facilities. There are no overhead utilities on the site. All new utilities for this development that will run through the site or that will need to be relocated will be placed underground except as approved by the City Council.

9.1 Sewer

Sewer facilities will be provided according to the City of Casa Grande requirements per Engineering Department recommendations. The development will be served by the Casa Grande Wastewater Treatment Plant (WWTP). The current plant has sufficient capacity to service the new **The Reserve at Peart** development. It is anticipated that the project will tie into an existing sewer line within or near to Peart Road.

A Preliminary Sewer Report will be submitted to the City Engineer along with the Preliminary Plat for the site. Final sewer reports and plans, meeting the approval of the City Engineer, are required prior to the approval of any Final Subdivision Plats for this project.

9.2 Potable Water

Potable water for **The Reserve at Peart** will be provided by the Arizona Water Company. The site lies within the Arizona Water Company service area. It is anticipated that the project will tie into an existing water line within or near to Peart Road. The developer will install appropriately sized mains from the connection point to

the site. A Preliminary Water Report will be submitted to the Arizona Water Company and the City Engineer along with the Preliminary Plat for the site. Final Water reports and plans, meeting the approval of the City Engineer and Arizona Water Company, are required prior to the approval of any Final Subdivision Plats or Major Site Plans for this project. The developer will provide a 100-year Assured Water Supply Certificate prior to Final Plat recording.

9.3 Electrical Power

Electrical service may be provided by APS, which has facilities in the vicinity of the project.

9.4 Natural Gas

Natural Gas service may be provided by Southwest Gas Company.

9.5 Telephone

Telephone service will be provided by Qwest Communications.

9.6 Sanitation

Waste disposal services will be provided by the City of Casa Grande. The sanitation department, as with the fire department, will have access into the development and use of the private streets to pick up individual trash and recycling containers.

10.0 Grading and Drainage Concept

The grading and drainage concept for **The Reserve at Peart** consists of providing retention basins within the proposed open space areas. 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.

A Conceptual Grading and Drainage Design Report will be submitted to the City Engineer along with the Preliminary Plat for the site. Final drainage and retention reports and plans, meeting the approval of the City Engineer, are required prior to the approval of any Final Subdivision Plats for this project.

11.0 Residential Covenants, Conditions, & Restrictions

In order to assure the single-family residents that their investment in the community and home will endure, **The Reserve at Peart** will be controlled by a strong set of Covenants, Conditions, and Restrictions (CC&Rs). The CC&R's will incorporate the design principals as outlined in this document and will promote principals that encourage neighborhood sustainability and preservation of property values. The CC&R's will be presented to the City Planning and Development Director for review prior to the recording of any Final Subdivision Plats.

12.0 Homeowners Association

A Homeowner's Association will be formed with the development of **The Reserve at Peart** and **The Reserve at Peart** CC&R's will establish the foundation of the association and the initial community standards. All residential open space areas, with the notable exception of arterial median landscaping, the private internal local streets, emergency access driveway, and gated entry will be maintained by a Homeowner's Association.

13.0 Development Team

The Owner/Developer has assembled a development team to design **The Reserve at Peart** as a community that they can be proud of, that meets the expectations of the City, and provides a sustainable neighborhood for the families that will live, play, and shop in Casa Grande.

14.0 Conclusion

The Reserve at Peart is a pedestrian-friendly community, which invites its residents to interact. Homes, many of which will have full porches, will be placed close to the street to create a pedestrian scale streetscape. The open space areas are strategically located for visibility and easy access. Additional design features include significant entry monumentation and attractive perimeter theme walls that combine to create a high quality residential community.

Development of **The Reserve at Peart** will be in accordance with applicable code requirements of the City of Casa Grande, the intent of the City's Residential Design Standards for PADs and the approved Development Guide, and any other conditions deemed necessary by the City of Casa Grande City Council. As is the City's policy, a PAD Plat will not be a requirement of this PAD. Phasing of the project, which will be discussed in more detail as the project gets into the platting stage of development, will be dependent upon market conditions, infrastructure timing, and the recommendations of the City Engineer and the City Planning and Development Director.

Appendix A

1.0 Residential Development Standards

The Reserve at Peart has been designed to comply with the intent of City of Casa Grande's Residential Design Standards for Planned Area Developments. The following outlines how the design of The Reserve at Peart has met or exceeded the intent of these standards. While meeting the intent of the standards, the project is asking for the deviations set forth in this document and accompanying exhibits to allow the project to be excepted from many of the Planned Area Development standards. The project's infill status and uniqueness warrant such deviation in order to create the proposed sustainable small community.

1.1 Mandatory PAD Layout and Design Standards

1.2 Open Space

The project will have at least 15 percent open space. Open space for the site will consist of both active and passive recreation areas. All residential open space areas will be maintained by a Homeowner's Association. Open areas are focused on the main street frontage to create a welcoming entrance design and at the main project gathering area where a tot lot and ramada will be located. The open space areas are also designed to retain or facilitate the flow of storm water generated on the site in an aesthetically pleasing design. The landscape design concept for the open space areas will include the use of shade trees, shrubs, ground cover, and areas of turf for passive recreation. Plant material selections, derived from the City of Casa Grande's approved plant palette, will be adaptable to the desert low water environment. Landscape and amenity plans are subject to review and approval of the City's Planning and Development Director.

1.3 Multi-Story Single Family Homes

All of the homes in this project will be two-story homes to improve the project's scale and streetscape.

1.4 Streetscapes and Entrances

Enhanced landscaping and attractive entry signage welcomes residents to the project.

An attractive Peart Road frontage wall will carry on the project's theme established by the project's monument signage and landscaping. Wall and fence heights will be limited to a maximum height of six (6) feet, except for commercially zoned bordering properties. Fence/walls up to eight (8) feet in height for the walls between the homes and current and future adjacent commercial properties will be allowed. All wall, signage, and landscape plans will be subject to review and approval of the City's Planning and Development Director.

1.5 Front Yard Landscaping

Front yard landscaping is required for all homes and unless approved by the Planning and Development Director, will be provided by the developer/home builder. Front yard landscaping provided by the developer/builder or their representative must be installed within three weeks of closing. The Planning and Development Director may extend installation times for homeowner installed or custom landscaping improvements for individual lots. Front yard landscape packages offered by developers/builders shall be subject to the review and approval of the Planning and Development Director and must meet the following requirements: a variety of standard and upgraded front yard landscape packages with automatic irrigation systems shall be provided; front yard landscaping designs with berming, river run features, courtyards, lighting, or other creative features shall be offered for standard landscape designs; and if turf/lawn is provided for front yards, it shall be kept to a minimal (no more than 20 percent) portion of the front yard and include a concrete header or similar border.

1.6 Miscellaneous

The locations of side yard fence returns for all interior lot walls will vary due to the uniqueness of the proposed z-lot housing product. All walls exposed to the public shall be painted the color of the primary decorative theme or perimeter walls, except walls for each individual home/lot may be the color of the residence.

Maintenance and access easements will be used as needed for zero lot line side yards.

1.7 Additional Requirements for PAD Layout and Design

The following additional development standards have been created for and will be utilized at **The Reserve at Peart**.

- Z-lots. A unique z-lot concept is employed on this project to allow the creative placement of adjacent homes and varied garage designs. *Figure 4 Preliminary Development Plan* shows how the typical housing product will sit on the proposed lots.
- Stamped Concrete. **The Reserve at Peart** will use stamped concrete at the front entrance to create a sense of arrival and exclusiveness.
- Wrought iron or similar view fencing. Wrought iron or similar view fencing will be used along a portion of the Peart Road frontage to complement the openness of the front landscape design.
- Pedestrian Scale Setbacks. The front setbacks for single-family residential homes will allow for the front livable area of homes and front porches to be closer to the street

2.0 Mandatory Residential PAD Architectural Standards

The residential product, as seen in *Exhibit 6 Housing Product*, for **The Reserve at Peart** will have architectural diversity while still maintaining a cohesive architectural theme and character. The product that will be built at **The Reserve at Peart** 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 Development Department and City Planning and Zoning Commission for review and approval as part of this zoning approval for **The Reserve at Peart**.

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

2.1 Floor Plans and Elevations

- A minimum of three home floor plans, with a total of seven distinct elevations will be offered for the 51 lot community.
- One of the floor plans includes an upstairs “mother-in-law’s” quarters or “granny suite”, a popular concept offered on many new homes.

- A minimum of three distinct home color schemes will be offered.
- The developer/homebuilder will not allow two homes with the same front elevation or color schemes to be located on adjacent lots or across from each other within **The Reserve at Peart**. A variety of architectural design features will be incorporated into each home elevation to promote diversity from home to home.
- There will not be any homes backing Peart Road.
- Emphasis (covered front porches, bay windows, etc.) will be placed on the front elevations of homes. Front entries will be visible from 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 all front, rear and side elevations.

2.2 Roofs

- A variety of home roofing colors, shapes and/or textures will be offered. A variation of ridgelines and designs will be provided. Concrete tile shall be utilized for all sloped roofs. The Planning and Zoning Commission may give consideration to alternate durable roof materials that are consistent with the housing theme of **The Reserve at Peart**.
- Unique roof colors will be matched to each home color scheme.
- Residential dwelling units and accessory buildings/structures will have no roof-mounted or wall-mounted mechanical equipment including HVAC, or evaporative coolers. All such equipment must be ground-mounted.
- Covered courtyards or patio areas will be standard features on all homes.

- Stuccoed patio cover columns will be provided. Alternative complementary materials and designs for patio covers and columns shall be subject to the review and approval of the Planning and Development Director.

2.3 Garages

- No garage will extend forward of a home's livable area or covered front porch by more than ten feet (10'), except for side entry garage designs.
- At least one elevation per floor plan for the development will have the livable area or front porch of the home forward of the garage.
- Front loaded garage doors shall not exceed fifty percent of the house width (frontage). There will be no homes with more than a double-front loaded garage, excluding the option for tandem garages.

2.4 Additions and Modifications

- All additions to homes shall be constructed of the same building materials as the principal residence and painted to complement the home.
- Garages shall not be converted or enclosed for other uses.
- Accessory buildings shall 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 or as required per the community's CC&R's.

3.0 Additional Requirements for PAD Residential Architecture

Four of the standards listed below will be mandatory for the homebuilder/developer to implement at **The Reserve at Peart**. The proposed housing product presented to the Planning and Zoning Commission along with this request will demonstrate compliance with these additional requirements for PAD residential architecture.

- Incorporate a variety of durable exterior materials and finishes, as standard features on at least one elevation per floor plan.

- Provide a unique architectural style for all homes within the project.
- Provide significant architectural features, such as dramatic covered front entries, large covered front porches, bay windows, and/or dormers as standard features on all homes.
- 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.

Figure 6 Housing Product

The following pages represent the proposed floor plans, elevations, and color schemes for **The Reserve at Peart**.



PLAN 1A
RANCH OPTIONAL STYLE



PLAN 1B
TUSCAN STANDARD STYLE



PLAN 2A
CRAFTSMAN OPTIONAL STYLE



PLAN 2B
SPANISH STANDARD STYLE



PLAN 2B
SPANISH STANDARD STYLE



PLAN 3A
TUSCAN OPTIONAL STYLE



PLAN 3B
CRAFTSMAN OPTIONAL STYLE

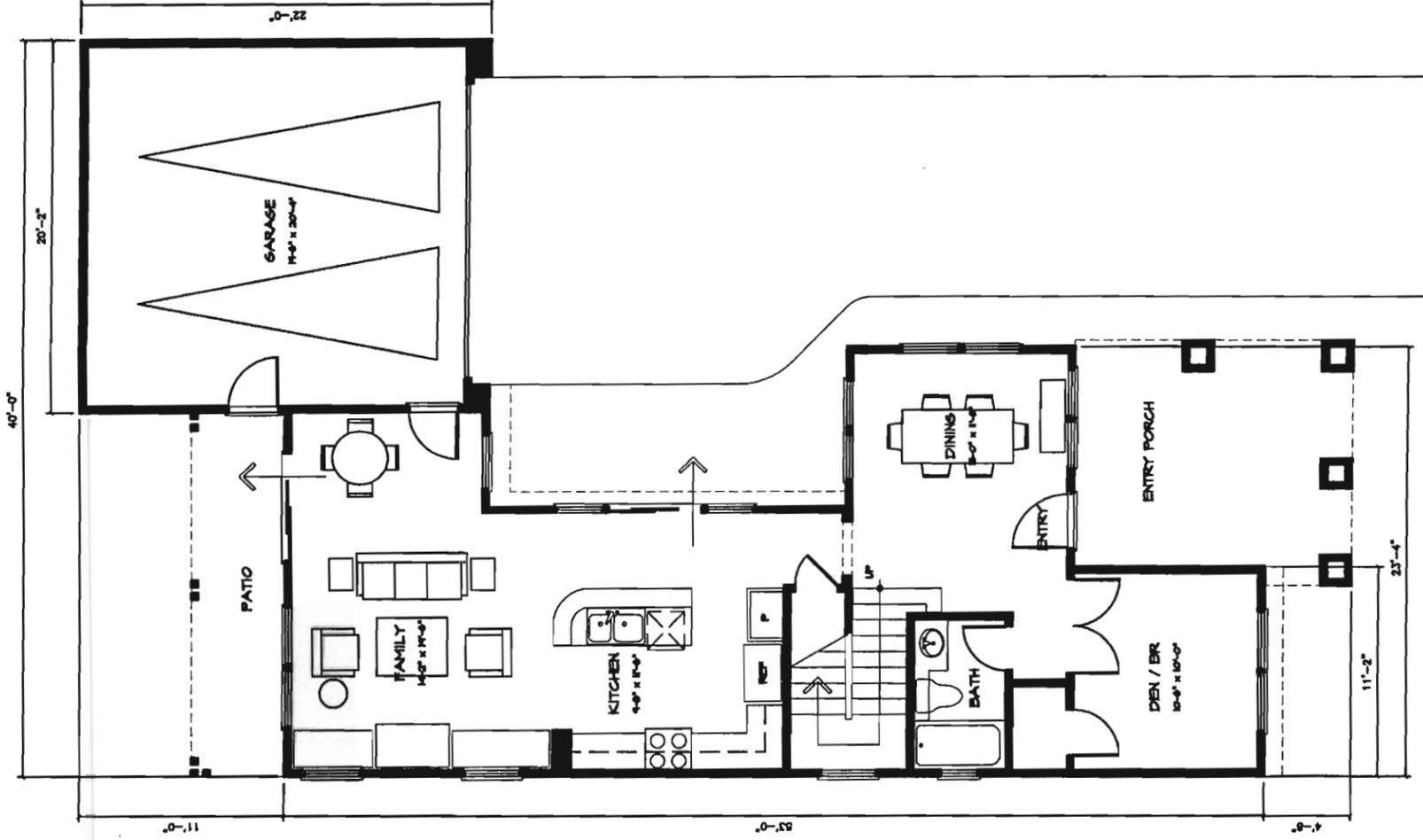


PLAN 3C
SPANISH STANDARD STYLE

CONCEPTUAL HOME ELEVATIONS

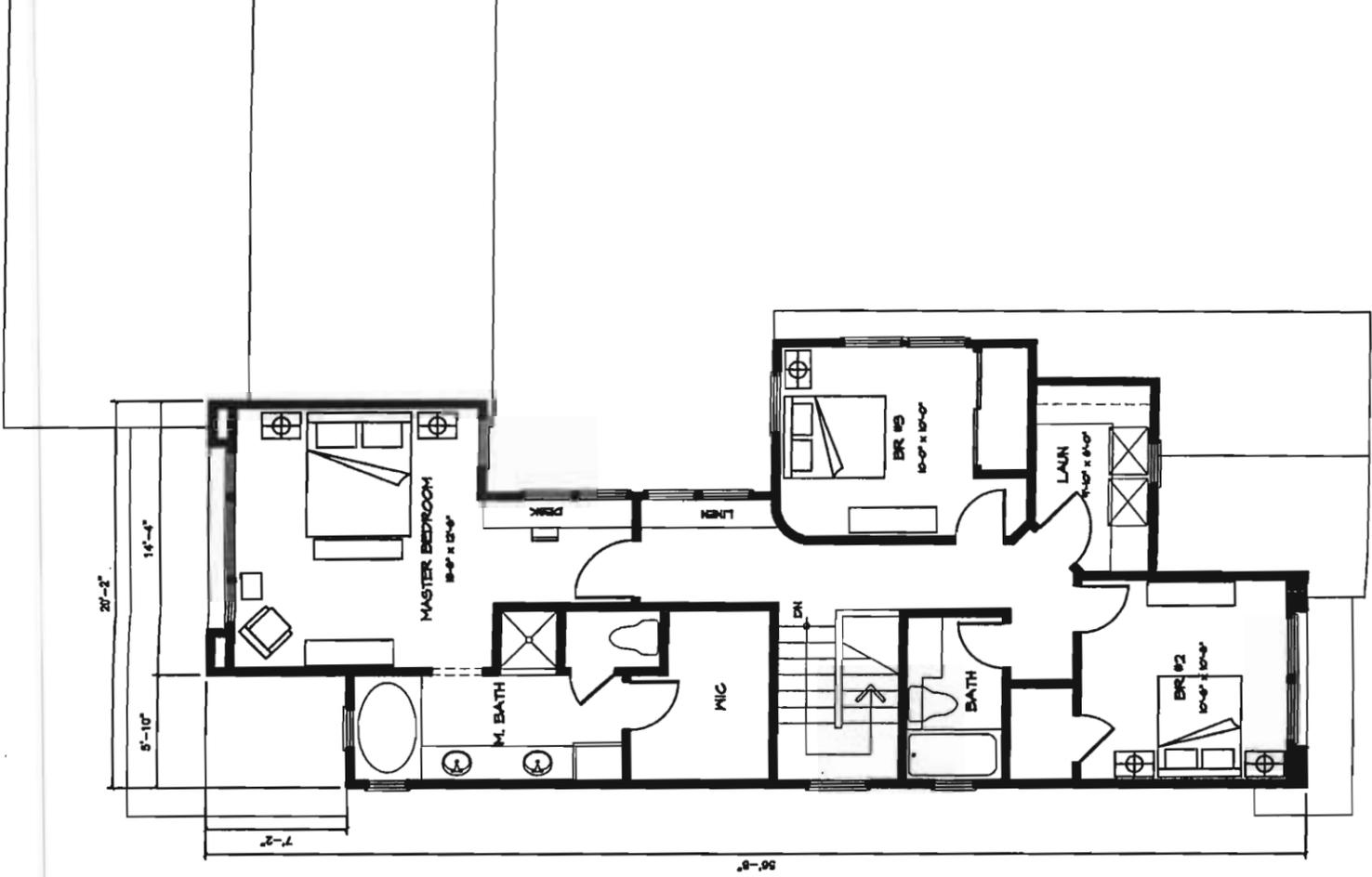
THE RESERVE AT PEART PAD
CASA GRANDE, AZ

COUNTRY WALK HOMES INC.

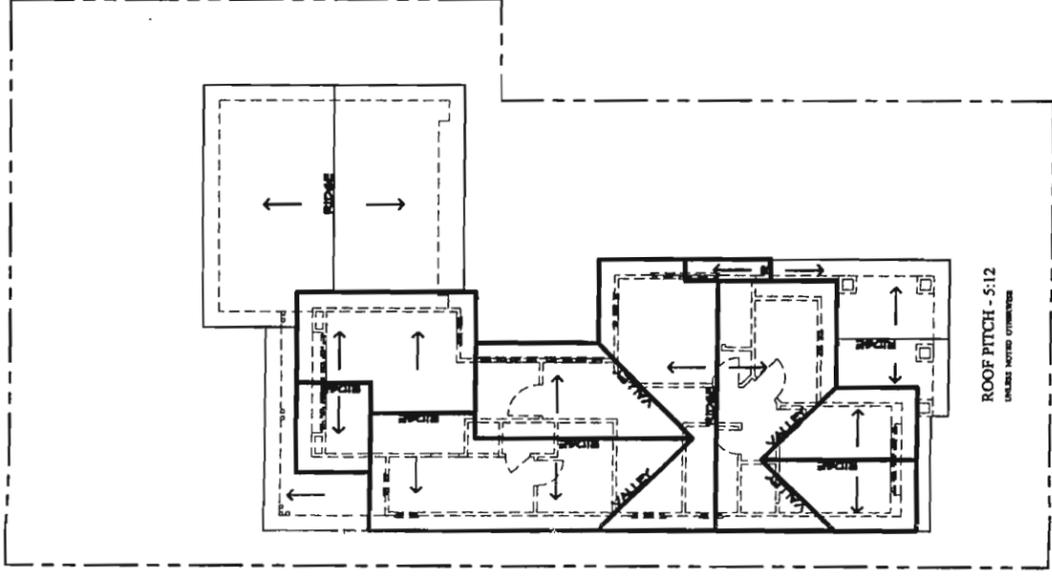


PLAN 1A RANCH FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

1st FLOOR - 905 SF
2nd FLOOR - 933 SF
TOTAL - 1,839 SF

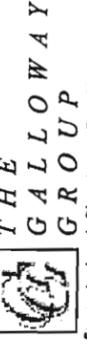


PLAN 1A RANCH SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"

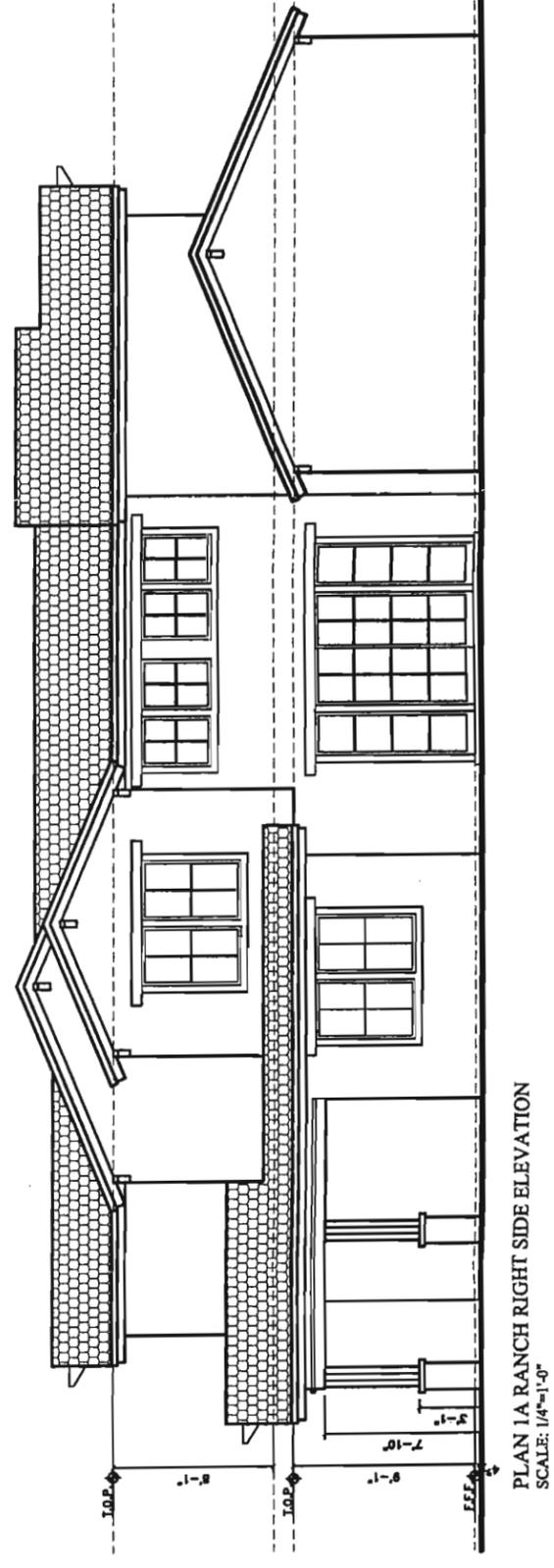
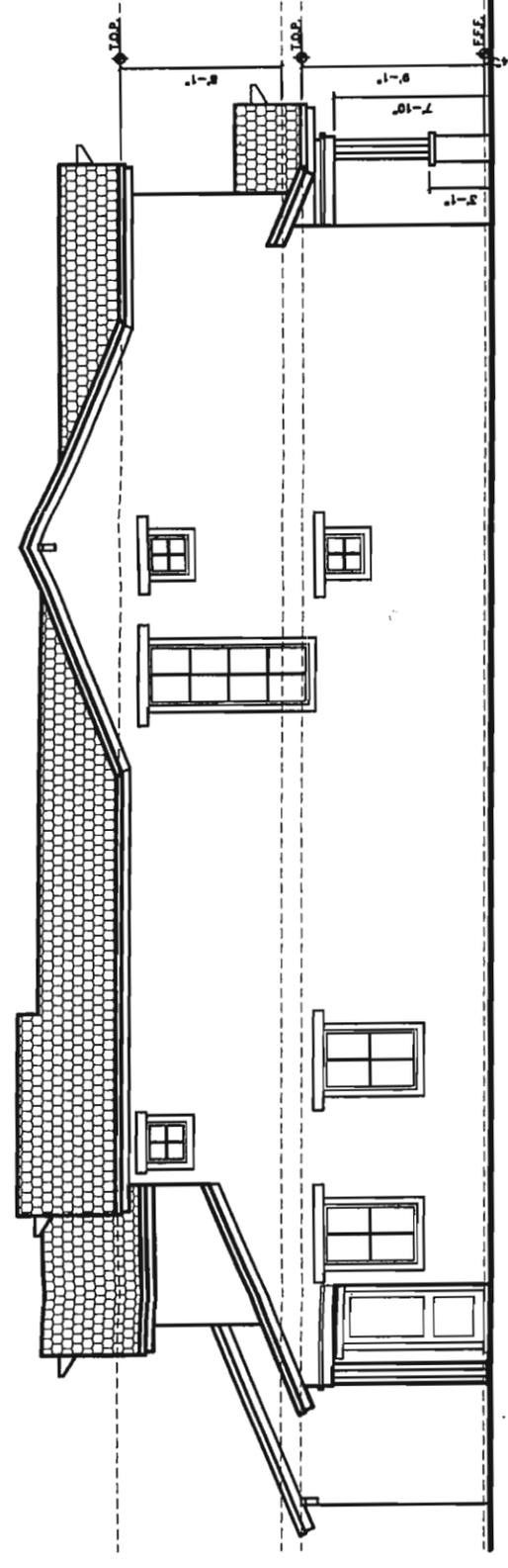
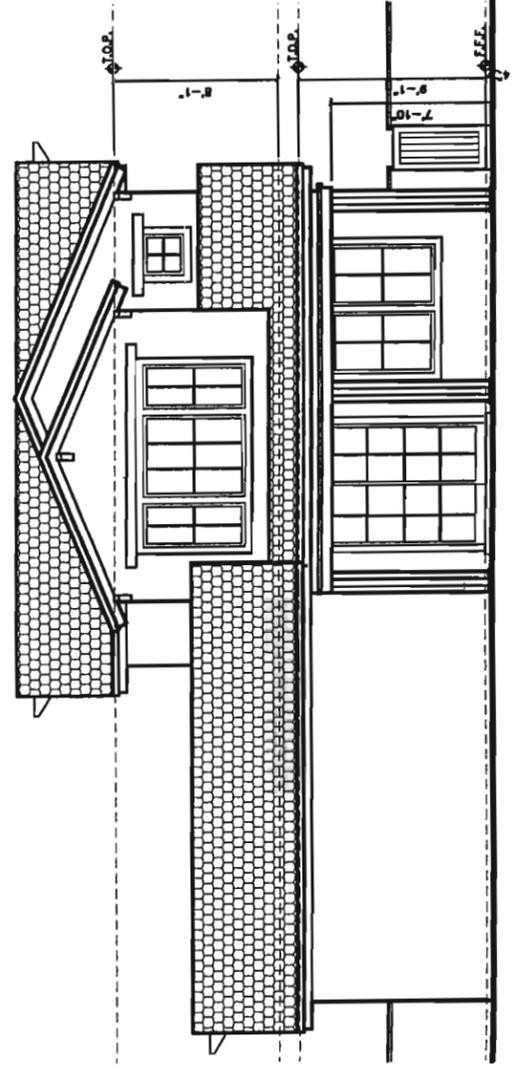
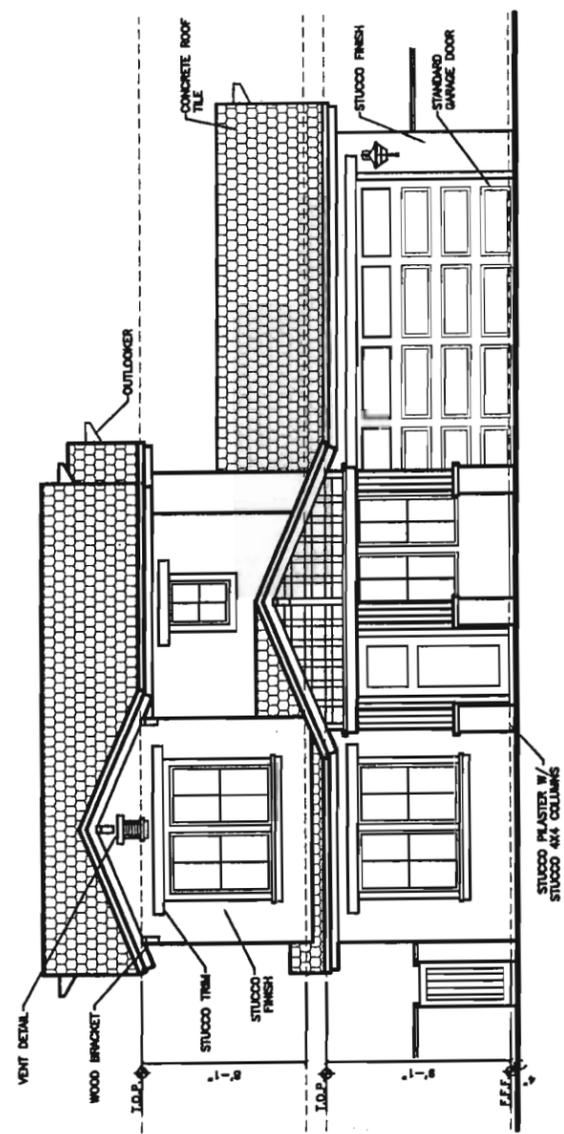


PLAN 1A RANCH ROOF PLAN
SCALE: 1/8"=1'-0"

PLAN 1A RANCH
FLOOR PLANS

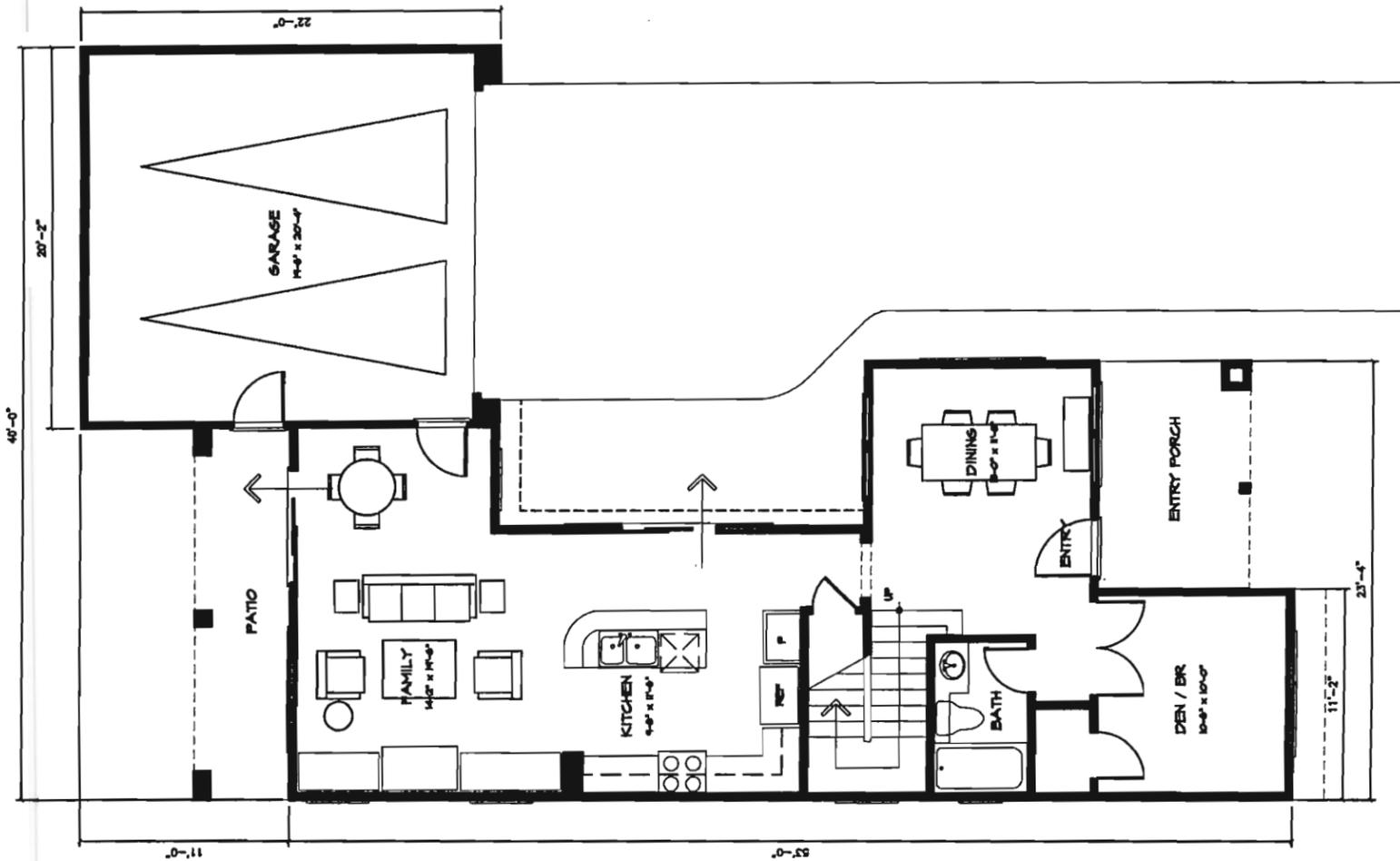


THE GALLOWAY GROUP
Strategic Land Planning - Site Planning
259 Newland Center Dr., Ste. 104, Newport Beach, CA 92660
Office: (949) 444-2033, (949) 444-1951
DATE: 3.31.04 JOB #: 02024 REV.



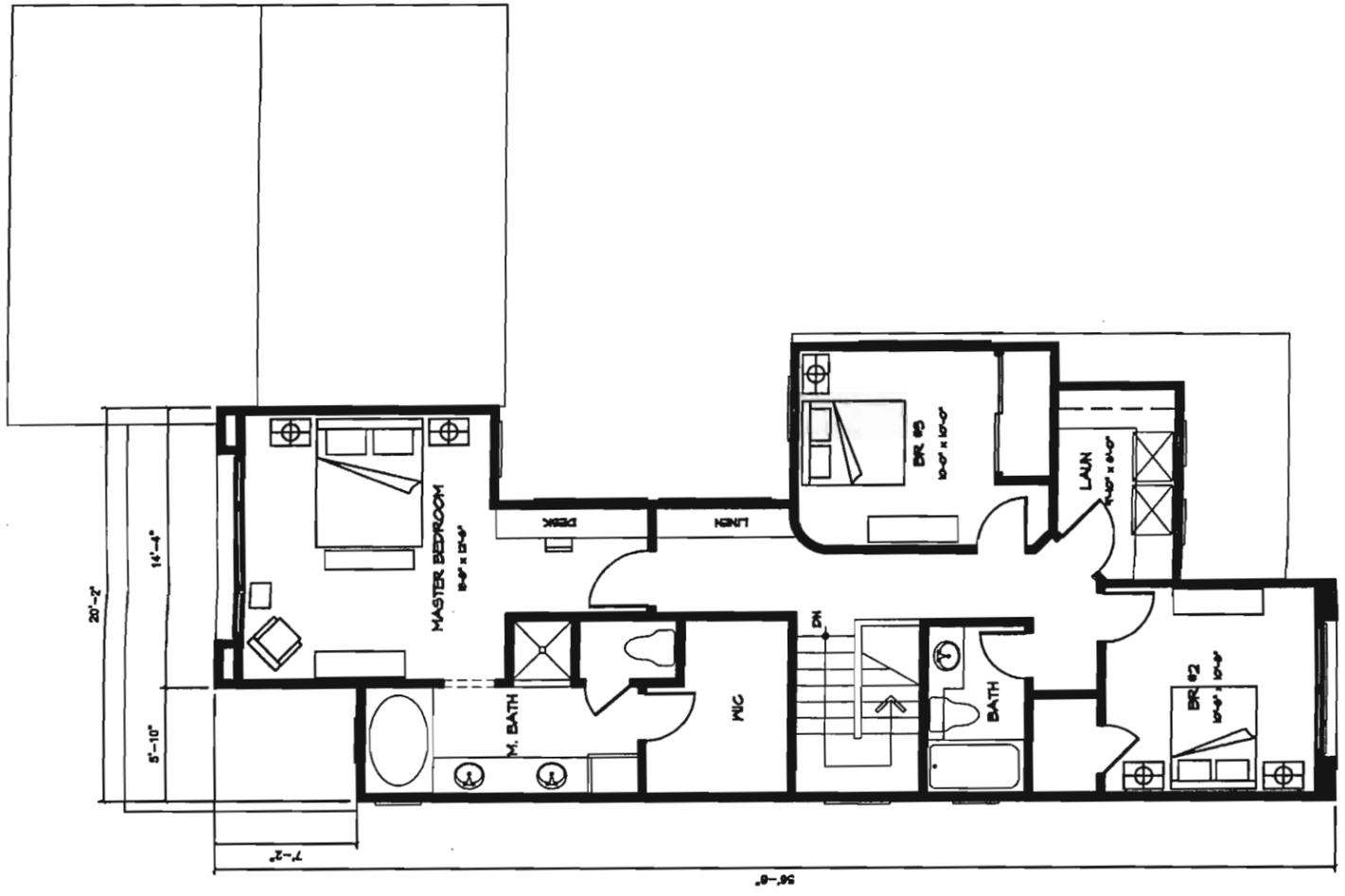
PLAN 1A RANCH
EXTERIOR ELEVATIONS

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Strategic Land Planning • Site Planning
259 Newport Center Dr., Ste. 104 • Newport Beach, CA 92660
Office: (949) 644-2025 • (949) 644-1951
DATE: 12/04 JOB # 02004 REV.

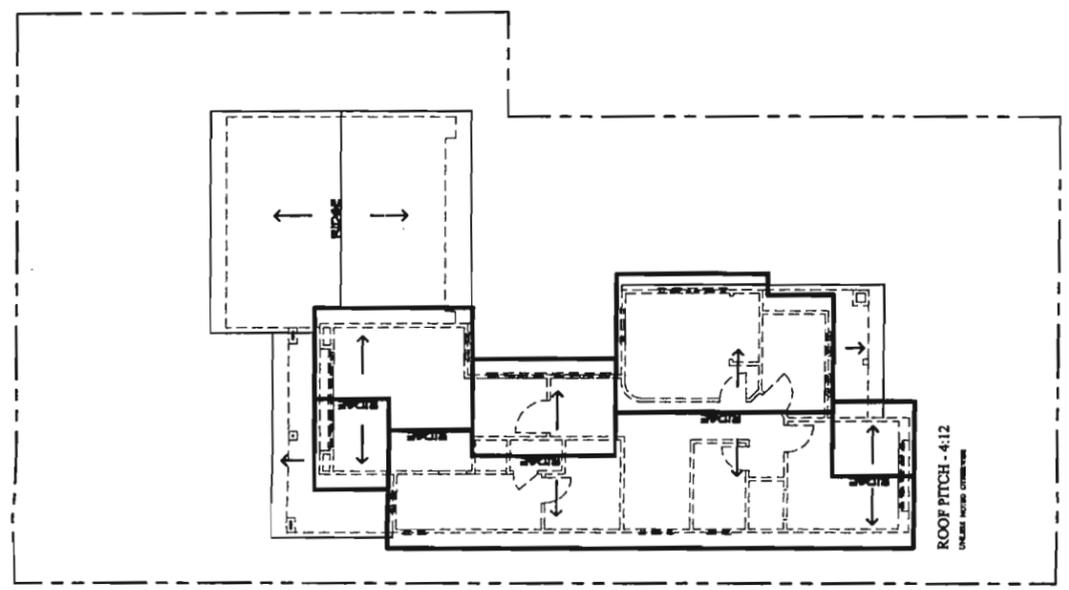


PLAN 1B TUSCAN FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

SQUARE FOOTAGE:
1st FLOOR - 995 SF
2nd FLOOR - 933 SF
TOTAL = 1,939 SF

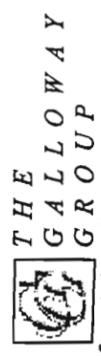


PLAN 1B TUSCAN SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"

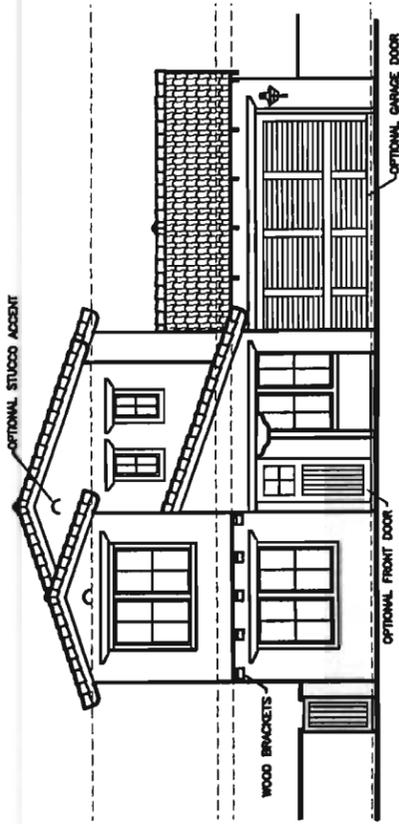


PLAN 1B TUSCAN ROOF PLAN
SCALE: 1/8"=1'-0"

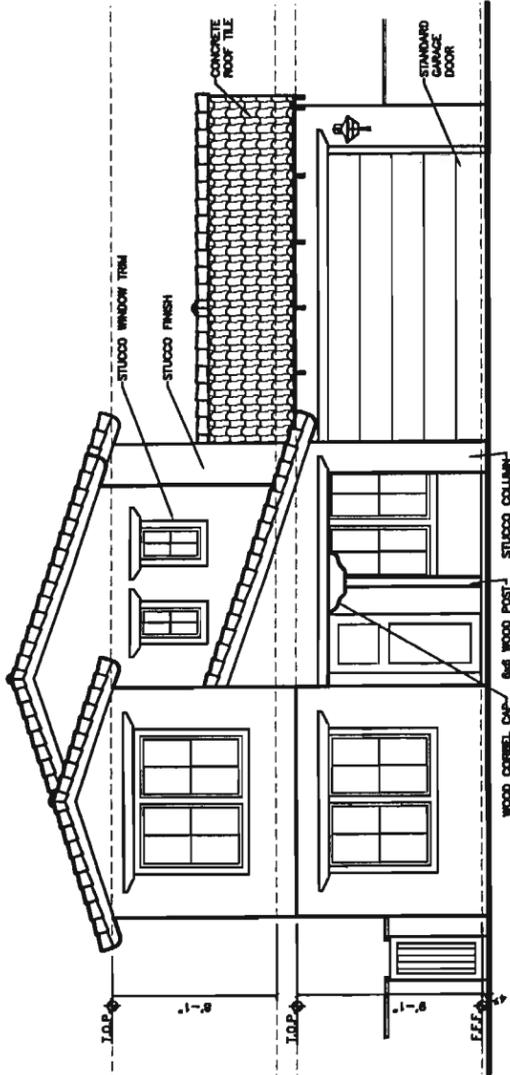
PLAN 1B TUSCAN
FLOOR PLANS



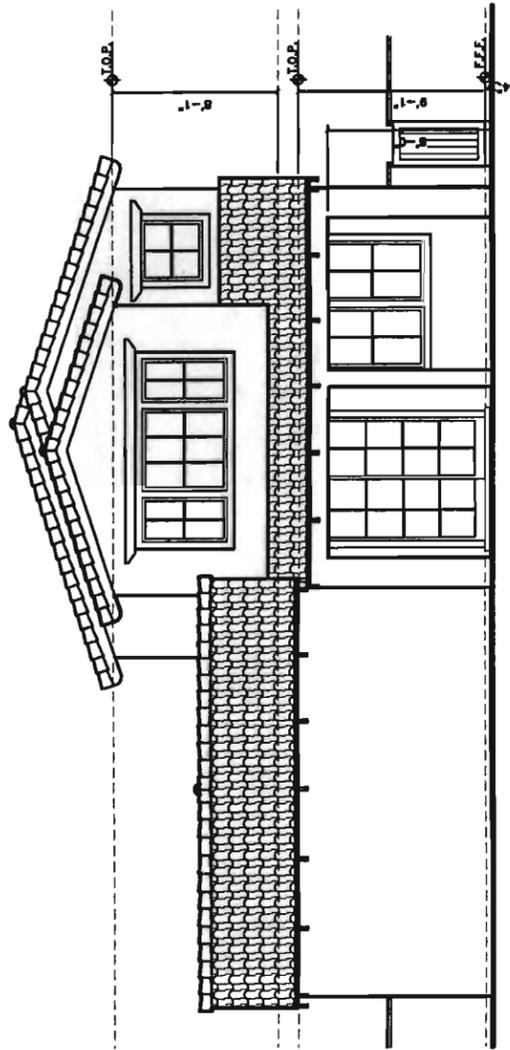
THE GALLOWAY GROUP
Strategic Land Planning - Site Planning
230 Newport Center Dr., Ste. 104 - Newport Beach, CA 92660
Office: (949) 644-2033 - (949) 644-1951
DATE: 3.14.01 JOB #: 0024 REV.



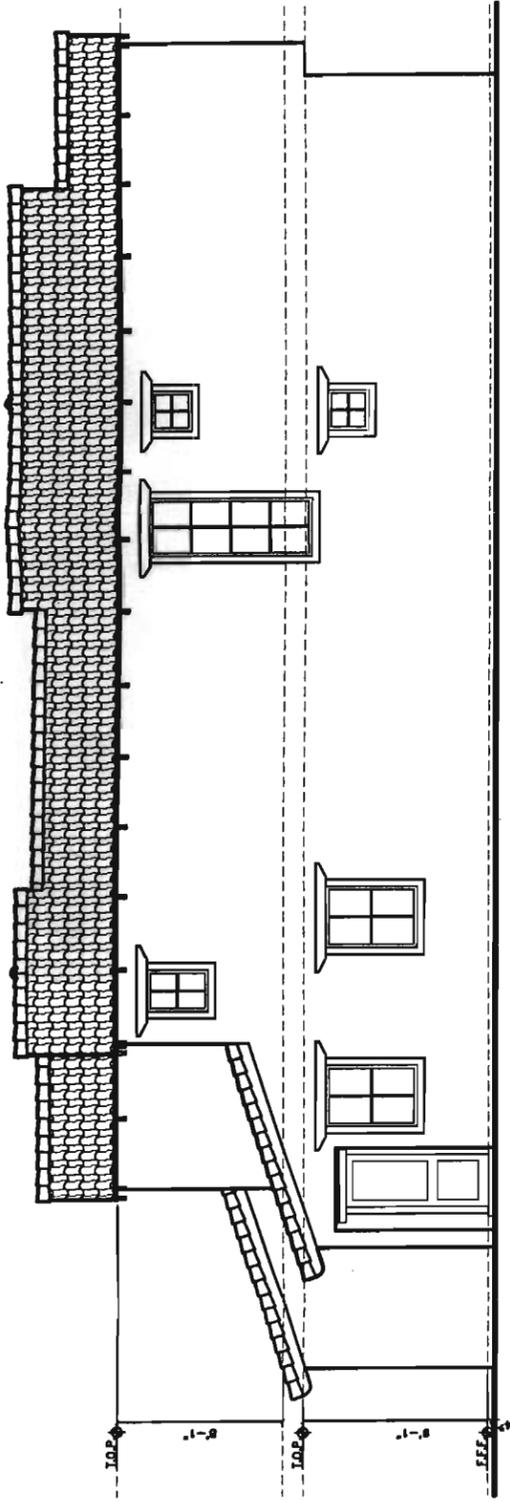
PLAN 1BX TUSCAN FRONT ELEVATION W/ OPTIONS
SCALE: 3/16"=1'-0"



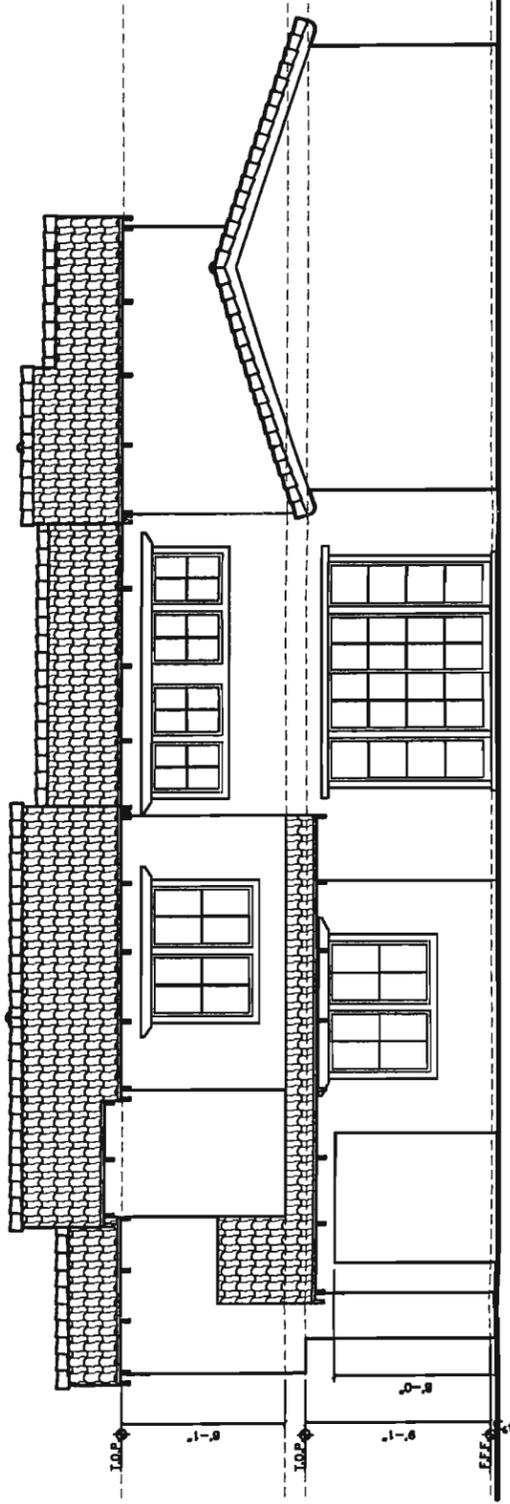
PLAN 1B TUSCAN FRONT ELEVATION
SCALE: 1/4"=1'-0"



PLAN 1B TUSCAN REAR ELEVATION
SCALE: 1/4"=1'-0"



PLAN 1B TUSCAN LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



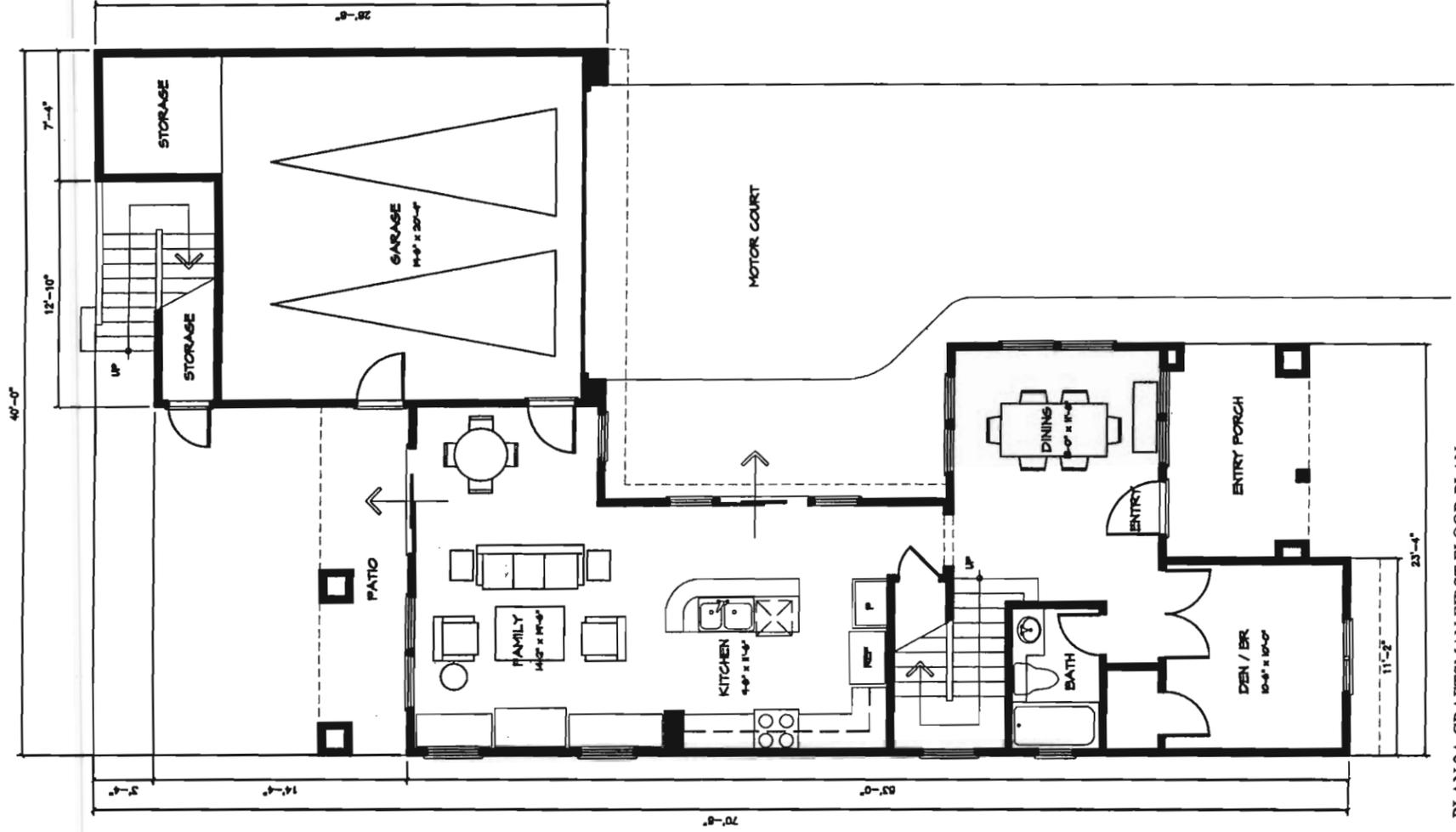
PLAN 1B TUSCAN RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"

PLAN 1B TUSCAN
EXTERIOR ELEVATIONS

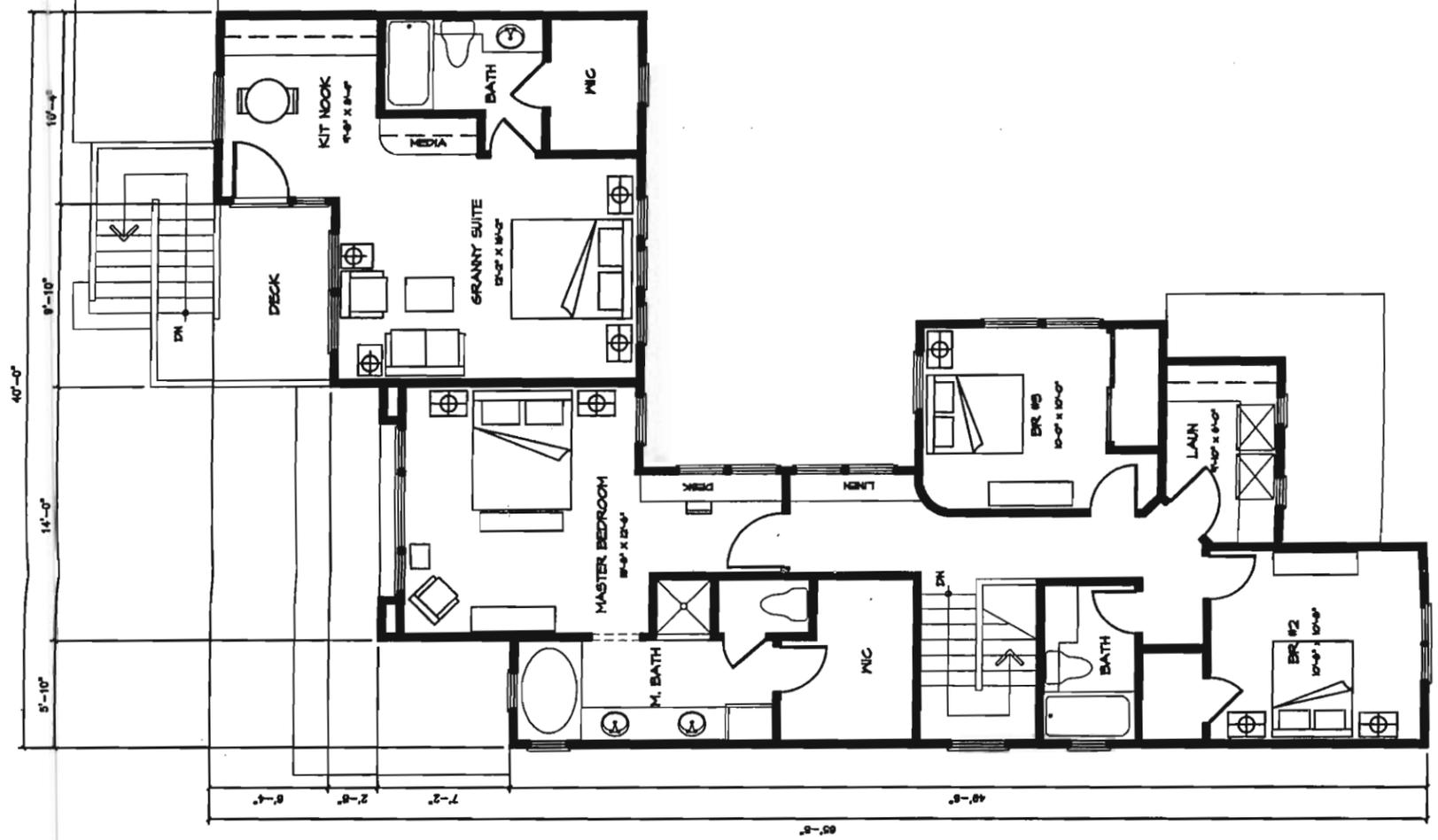


THE
GALLOP
WAY
GROUP

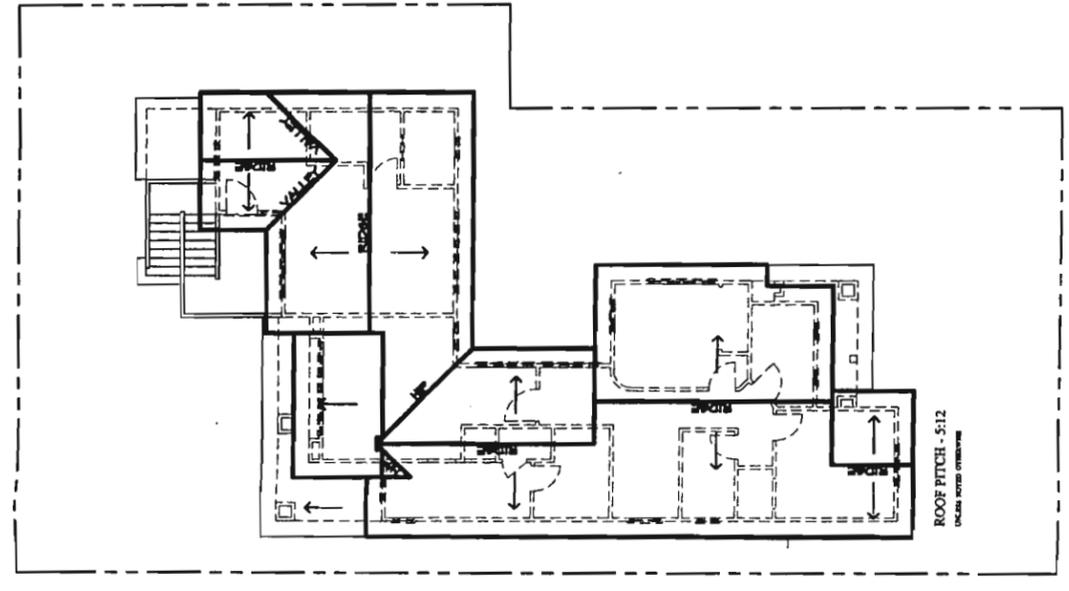
Strategic Land Planning · Site Planning
250 Newport Center Dr., Ste. 104 · Newport Beach, CA 92660
Office: (949) 644-2033 · (949) 644-1951



PLAN 2A CRAFTSMAN FIRST FLOOR PLAN
 SCALE: 1/4"=1'-0"
 1st FLOOR - 905 SF
 2nd FLOOR - 933 SF
 GRANNY SUITE - 404 SF
 TOTAL = 2,242 SF

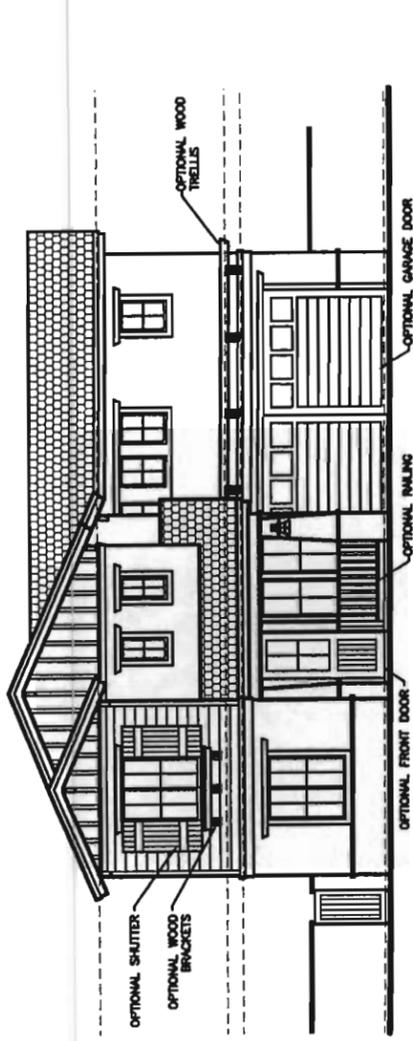


PLAN 2A CRAFTSMAN SECOND FLOOR PLAN
 SCALE: 1/4"=1'-0"

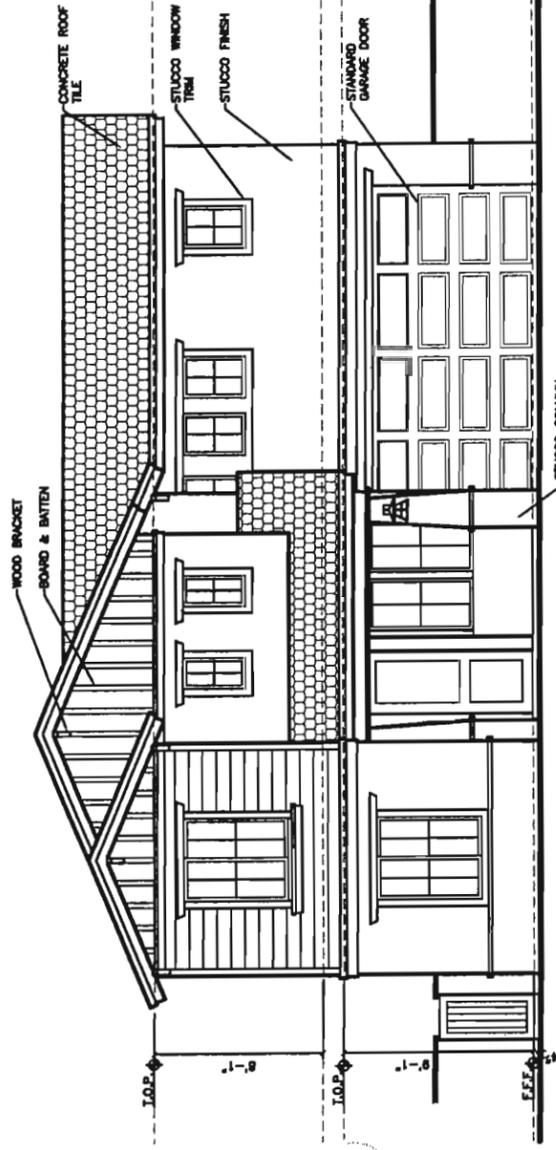


PLAN 2A CRAFTSMAN ROOF PLAN
 SCALE: 1/8"=1'-0"

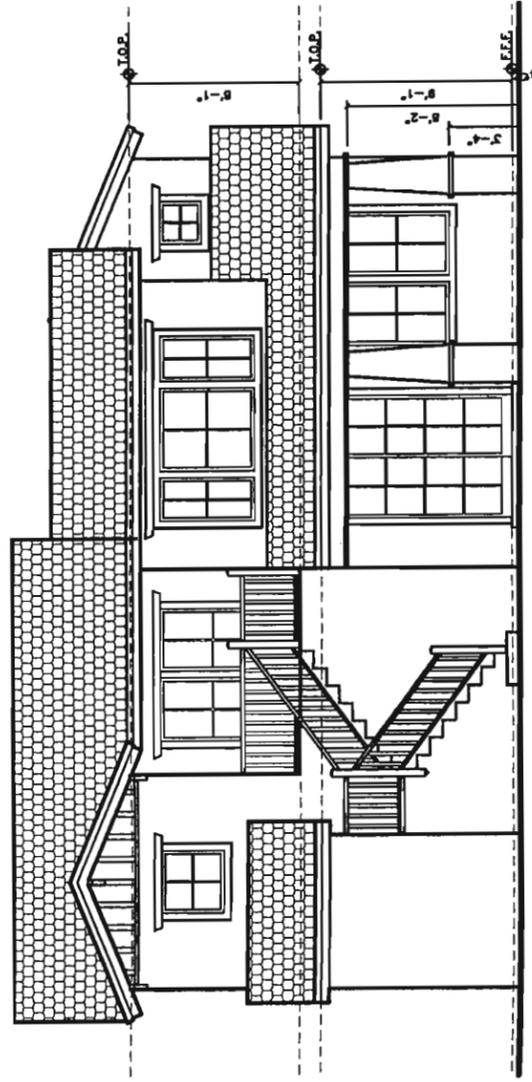
PLAN 2A CRAFTSMAN
 FLOOR PLANS



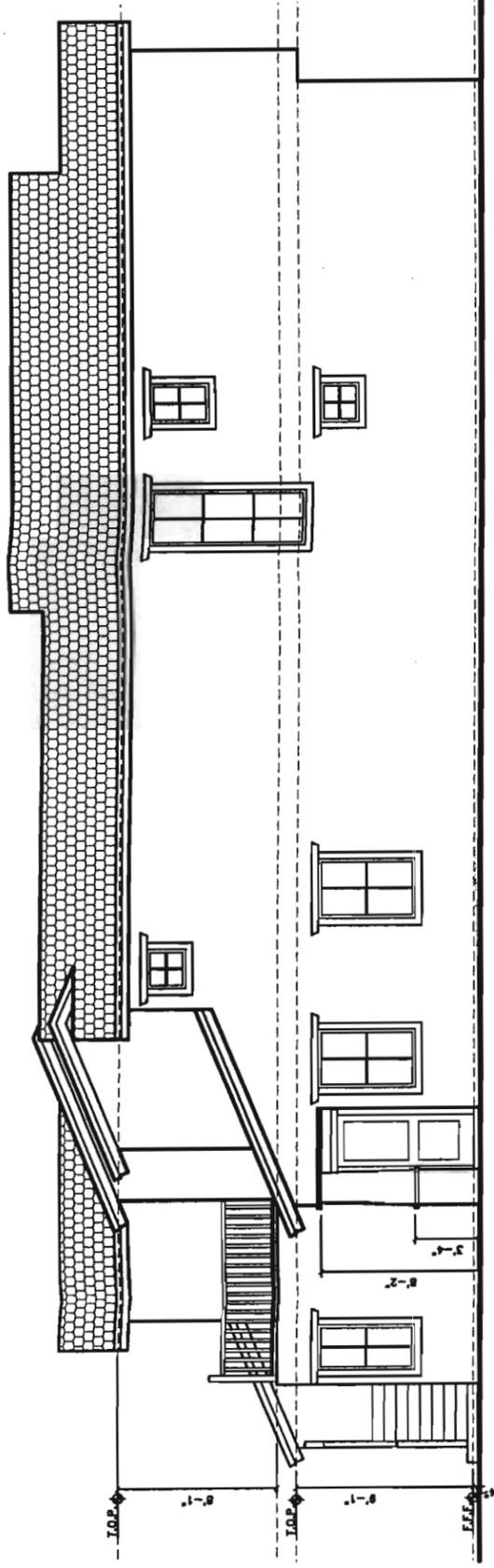
PLAN 2A X CRAFTSMAN FRONT ELEVATION W/ OPTIONS
SCALE: 3/16"=1'-0"



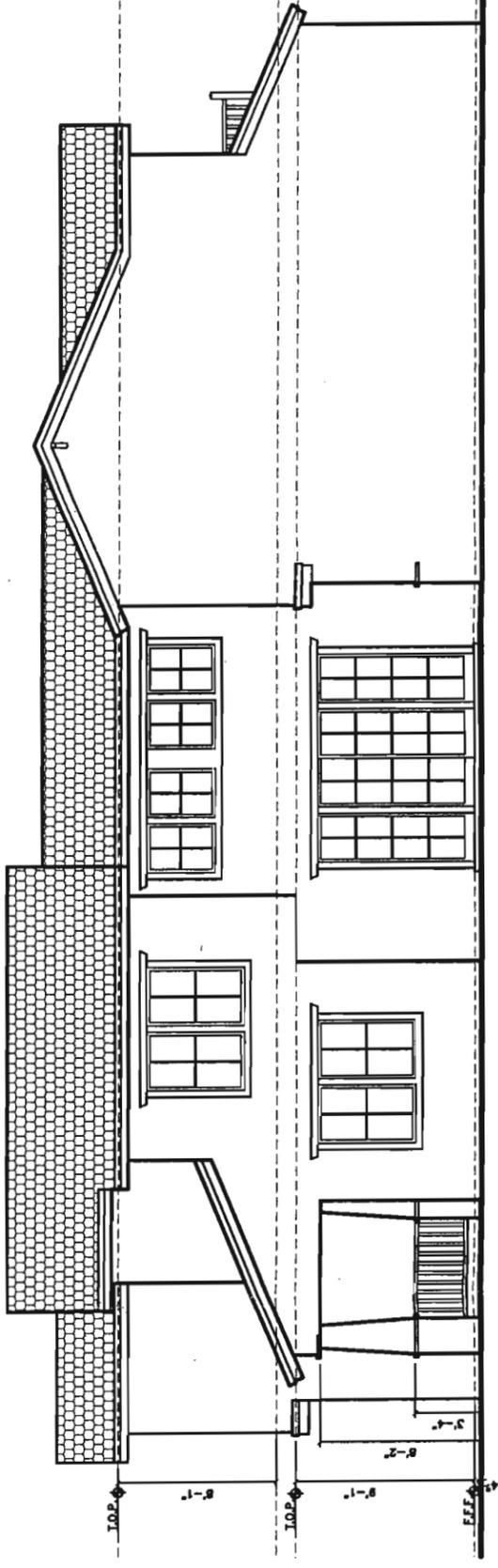
PLAN 2A CRAFTSMAN FRONT ELEVATION
SCALE: 1/4"=1'-0"



PLAN 2A CRAFTSMAN REAR ELEVATION
SCALE: 1/4"=1'-0"



PLAN 2A CRAFTSMAN LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



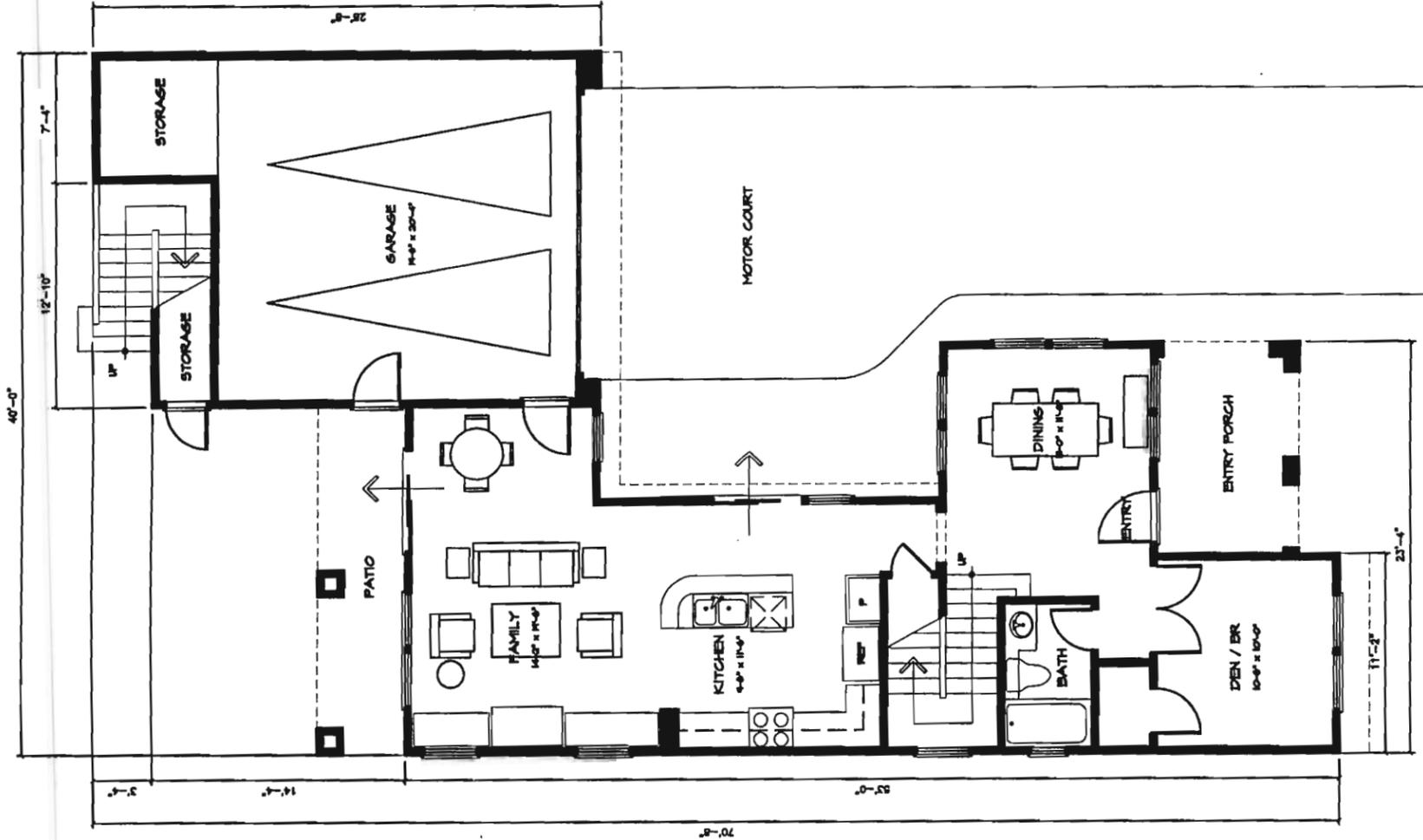
PLAN 2A CRAFTSMAN RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"

PLAN 2A CRAFTSMAN
EXTERIOR ELEVATIONS



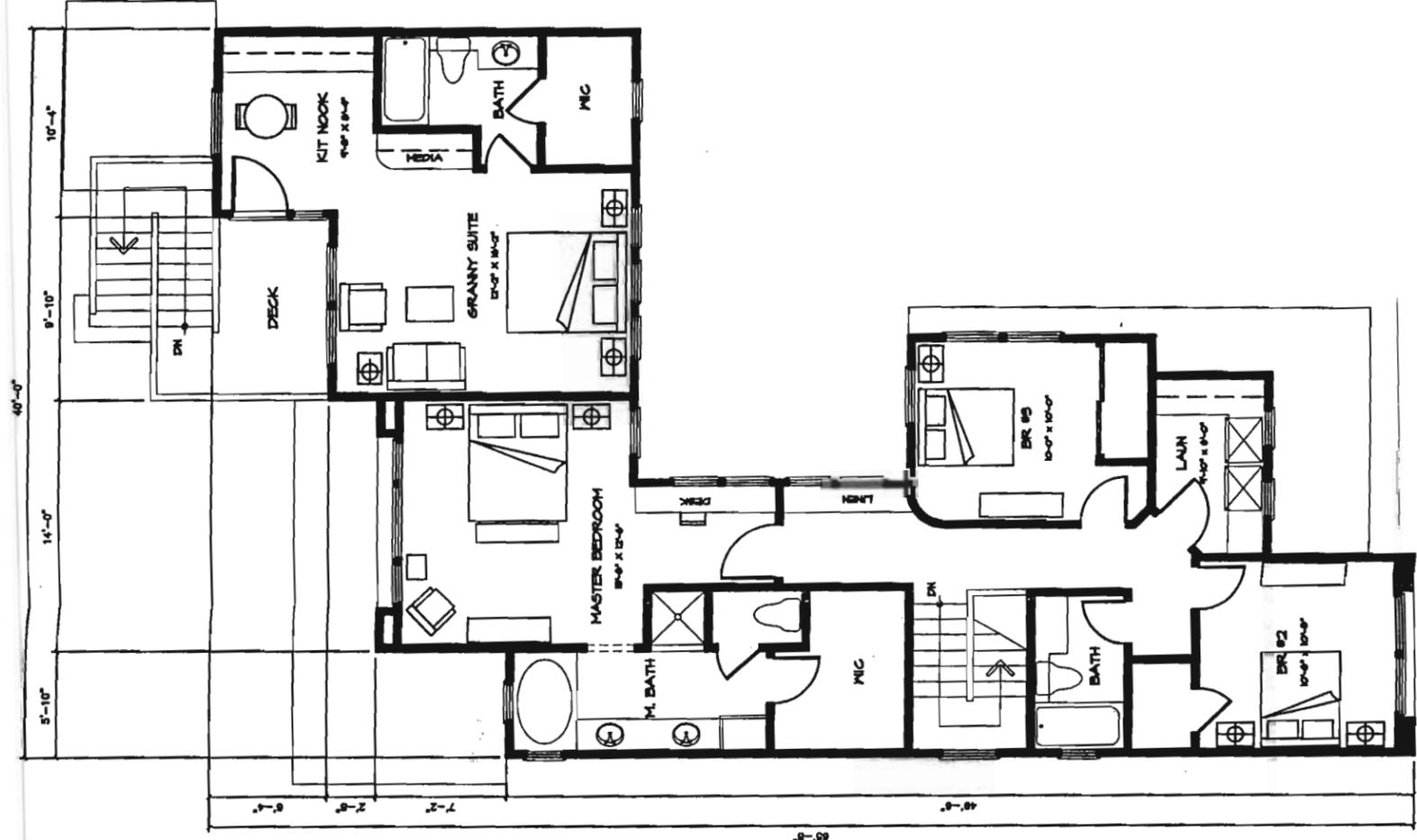
THE GALLO GROUP

Strategic Land Planning • Site Planning
259 Newport Center Dr., Ste. 104 • Newport Beach, CA 92660
Office: (949) 644-2025 • (949) 644-1921
DATE: 1.24.04

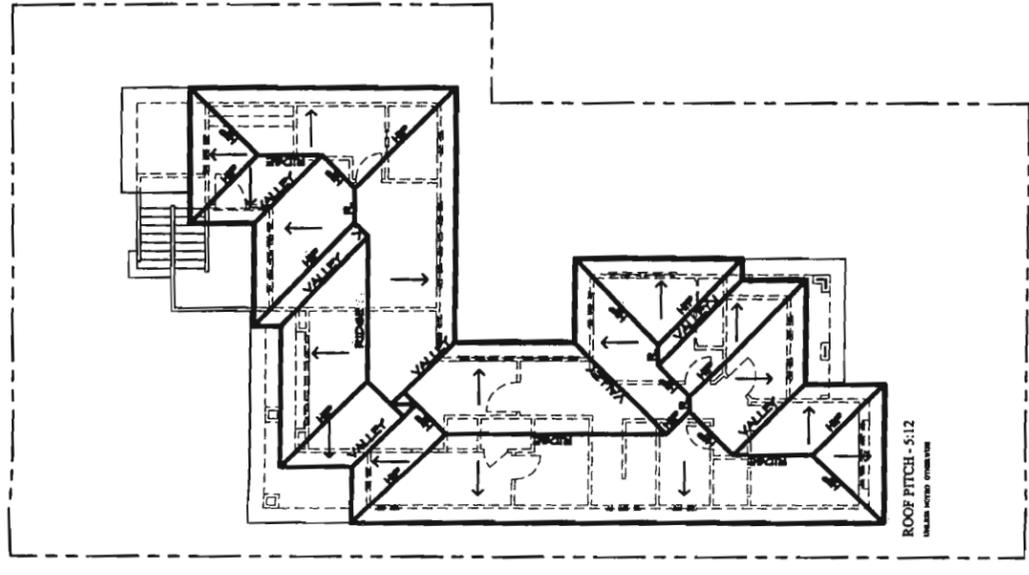


PLAN 2B SPANISH FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

SQUARE FOOTAGE:
1st FLOOR - 905 SF
2nd FLOOR - 933 SF
GRANNY SUITE - 404 SF
TOTAL - 2,242 SF

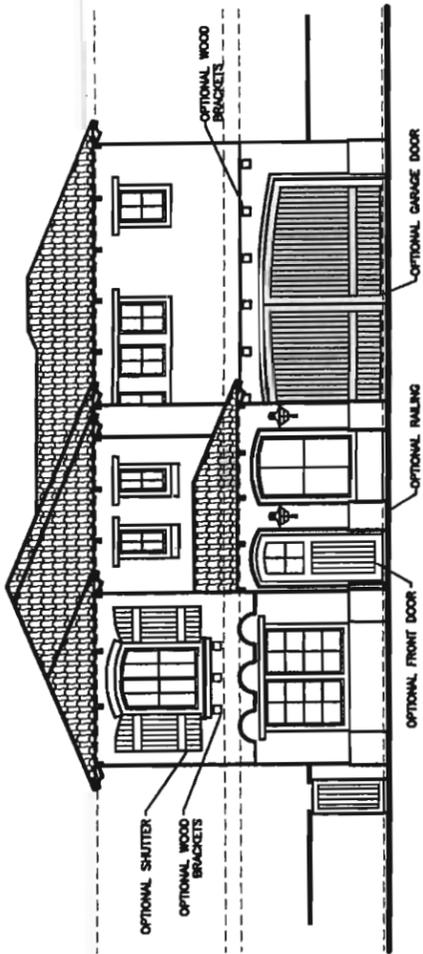


PLAN 2B SPANISH SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"

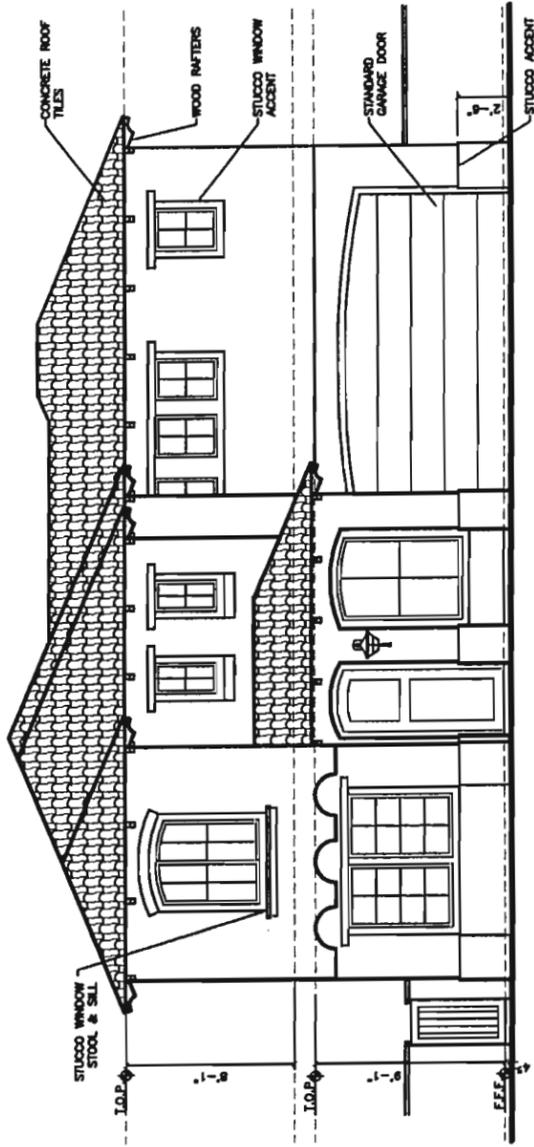


PLAN 2B SPANISH ROOF PLAN
SCALE: 1/8"=1'-0"

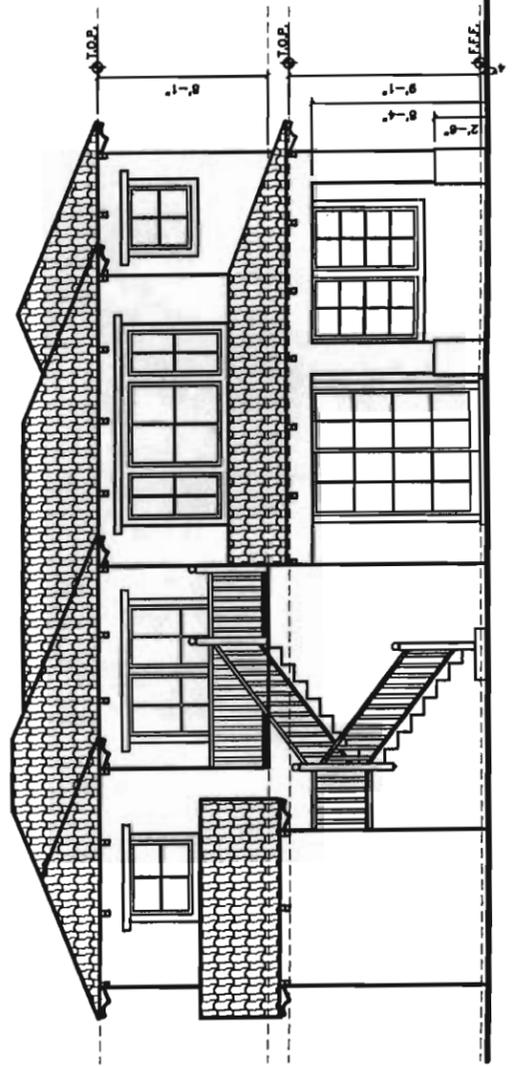
PLAN 2B SPANISH
FLOOR PLANS



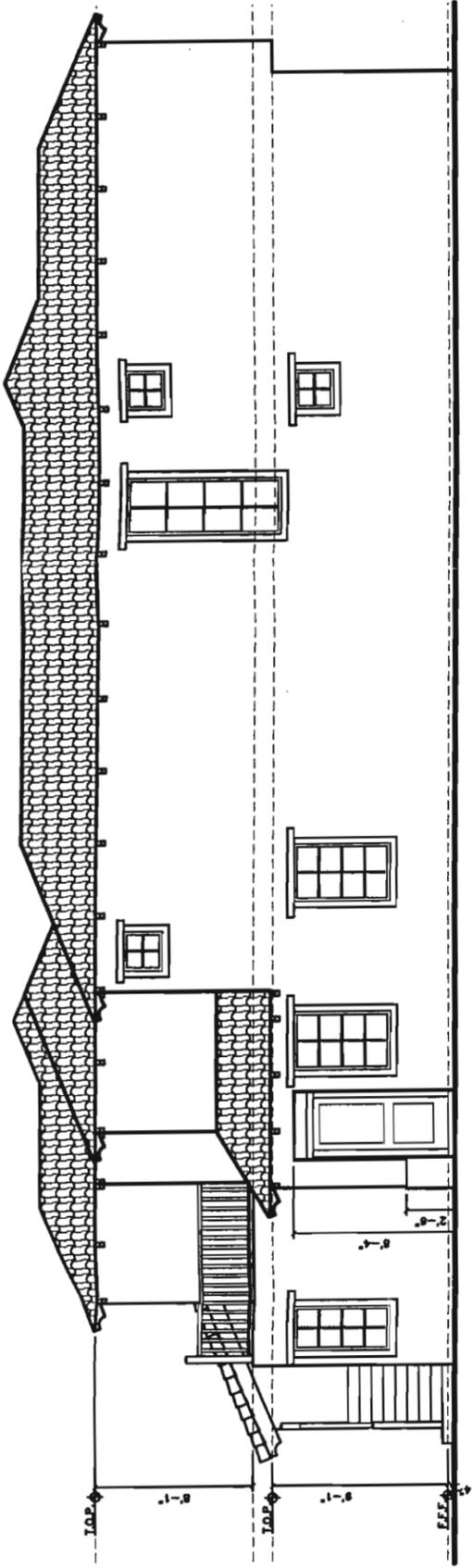
PLAN 2BX SPANISH FRONT ELEVATION W/ OPTIONS
SCALE: 3/16"=1'-0"



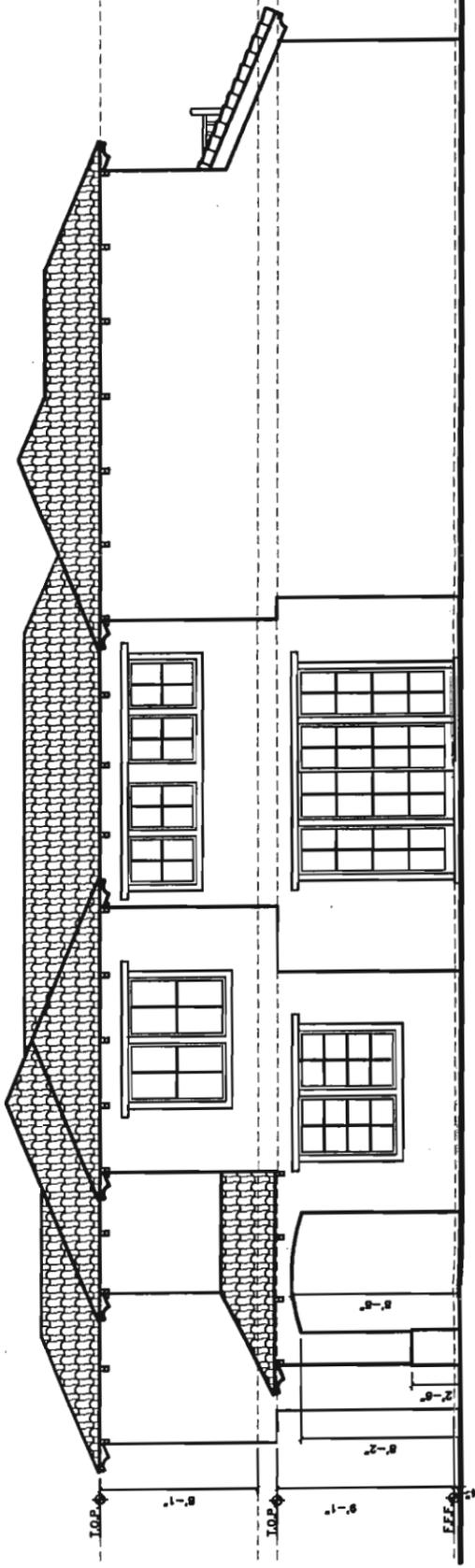
PLAN 2B SPANISH FRONT ELEVATION
SCALE: 1/4"=1'-0"



PLAN 2B SPANISH REAR ELEVATION
SCALE: 1/4"=1'-0"



PLAN 2B SPANISH LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



PLAN 2B SPANISH RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"

PLAN 2B SPANISH
EXTERIOR ELEVATIONS



THE
GALLOWAY
GROUP

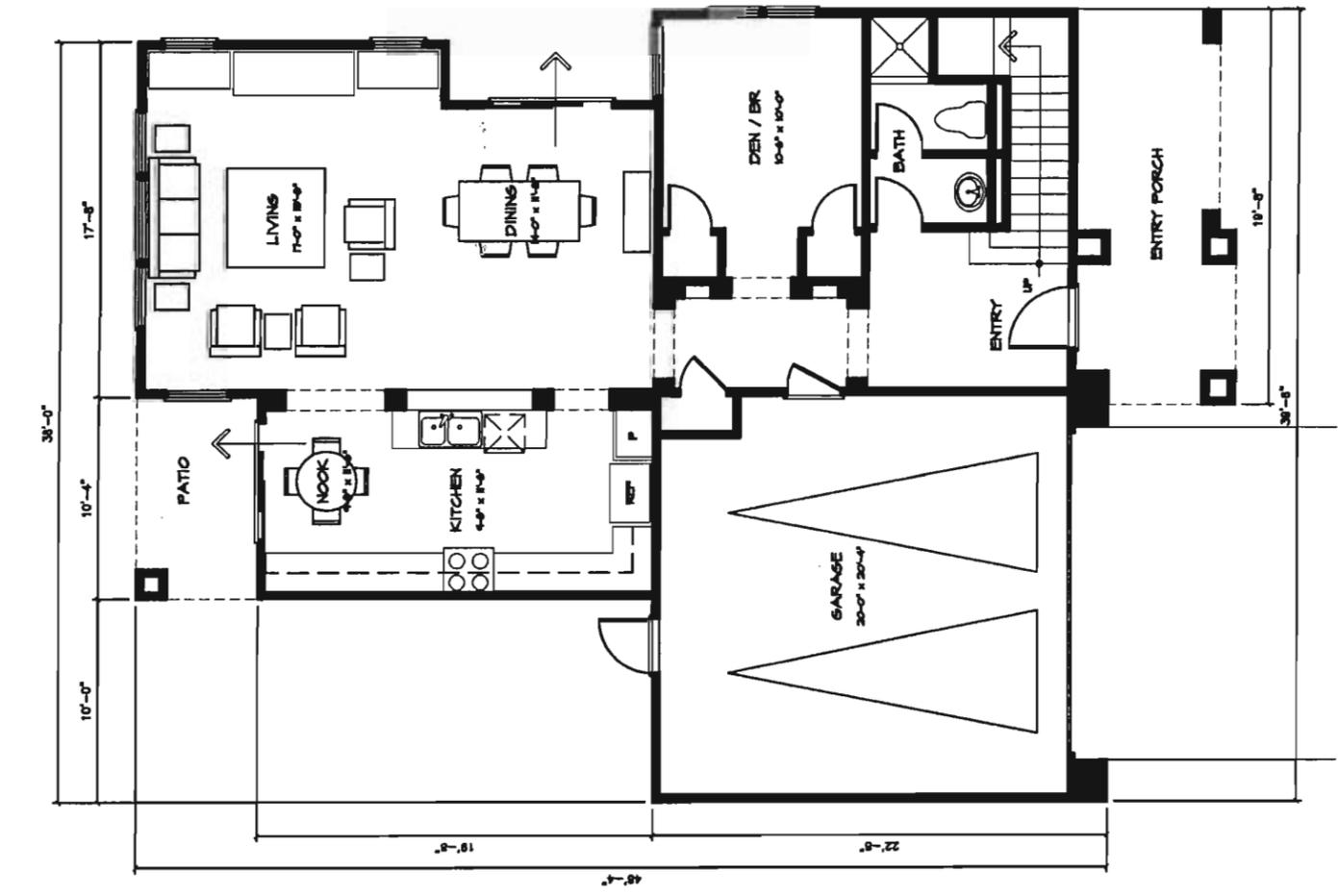
Strategic Land Planning . Site Planning
230 Newport Center Dr., Ste. 104 . Newport Beach, CA 92660
Office: (949) 444-2025 . (949) 444-1921

DATE: 12.14.04

JOB # 02814

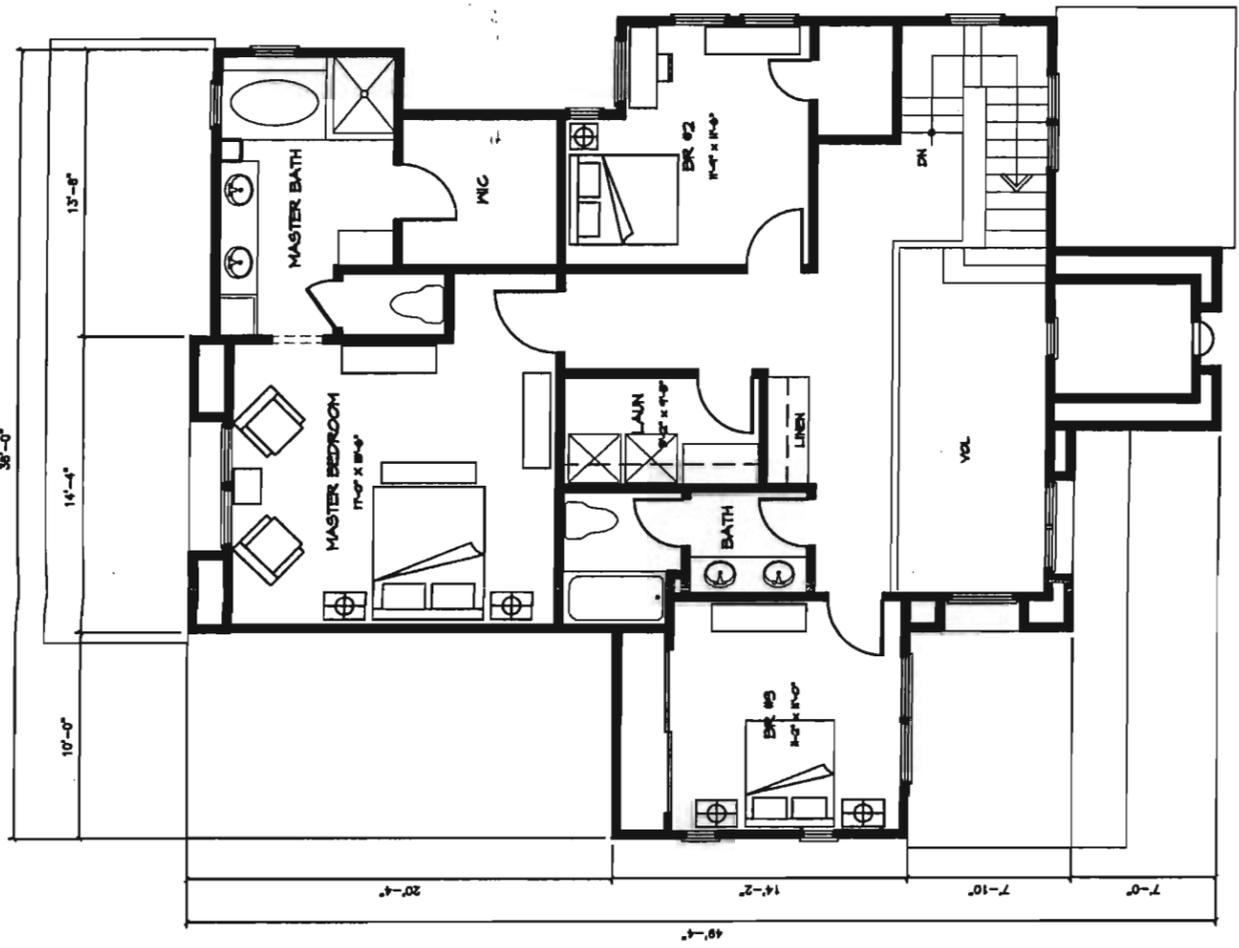
REV.

CASA GRANDE ARIZONA

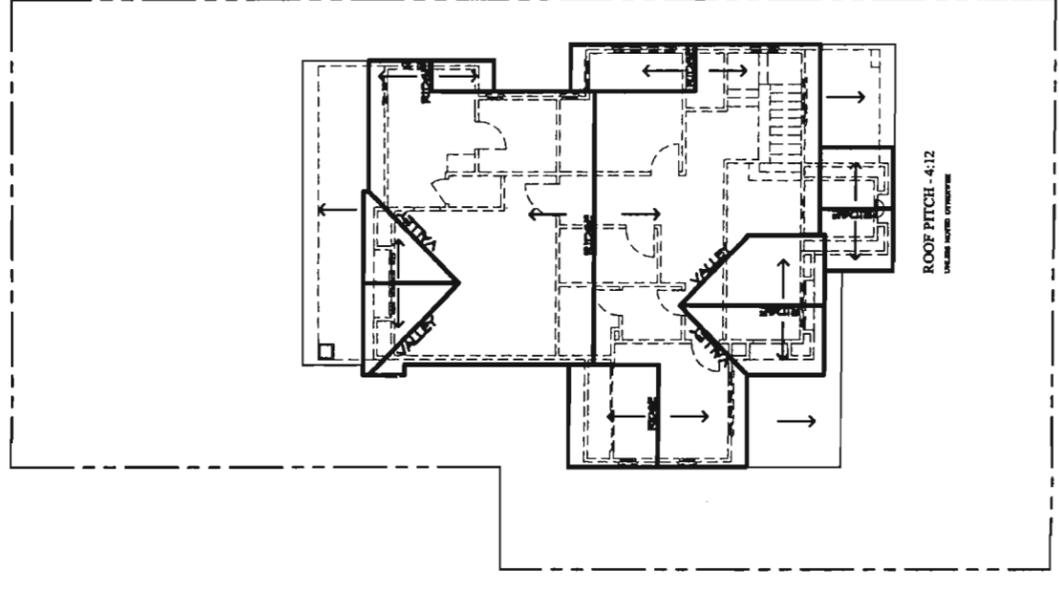


PLAN 3A, TUSCAN FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

SQUARE FOOTAGE:
1st FLOOR - 1,026 SF
2nd FLOOR - 1,060 SF
TOTAL = 2,086 SF



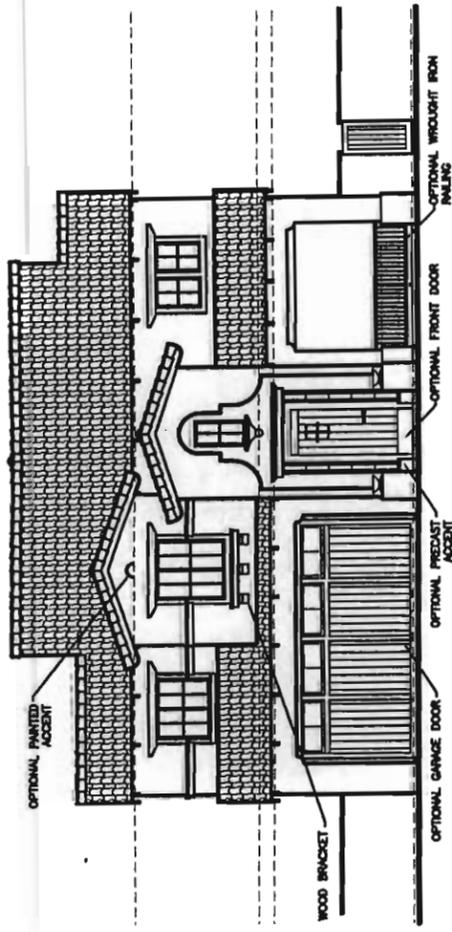
PLAN 3A TUSCAN SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



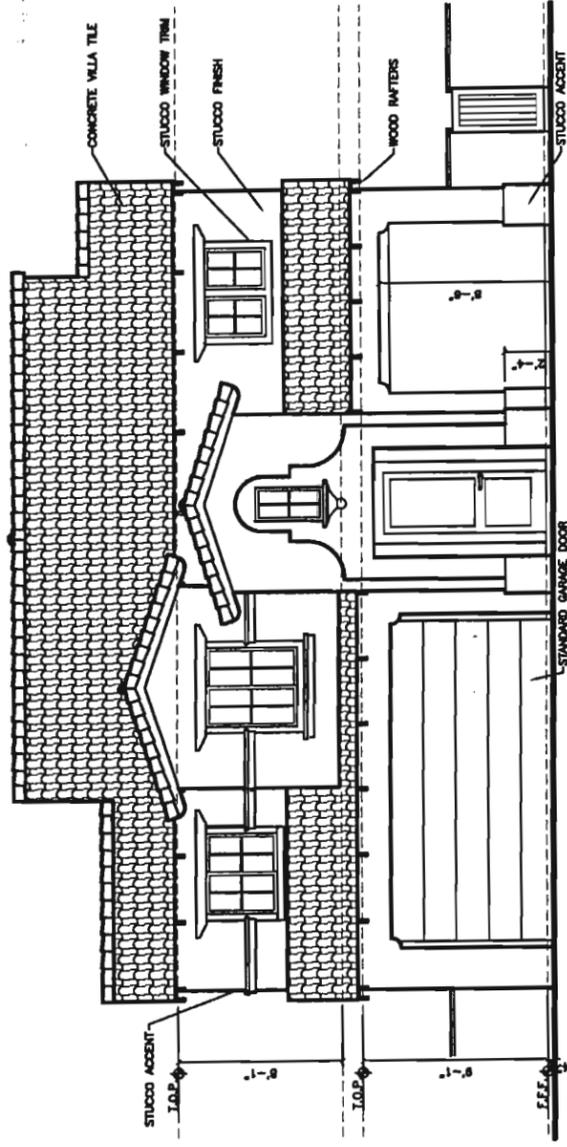
PLAN 3A TUSCAN ROOF PLAN
SCALE: 1/8"=1'-0"

PLAN 3A TUSCAN
FLOOR PLANS

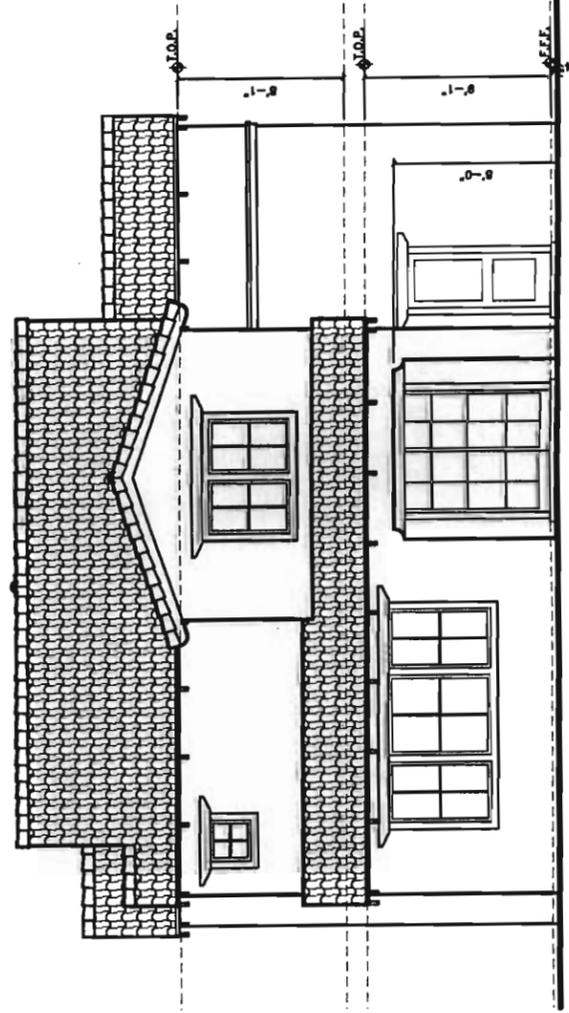
THE GALLOWAY GROUP
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200 Newport Center Dr., Ste. 104 • Newport Beach, CA 92660
Office: (949) 644-2053 • (949) 644-1951
DATE: 1.24.04 JOB # 0204 REV.



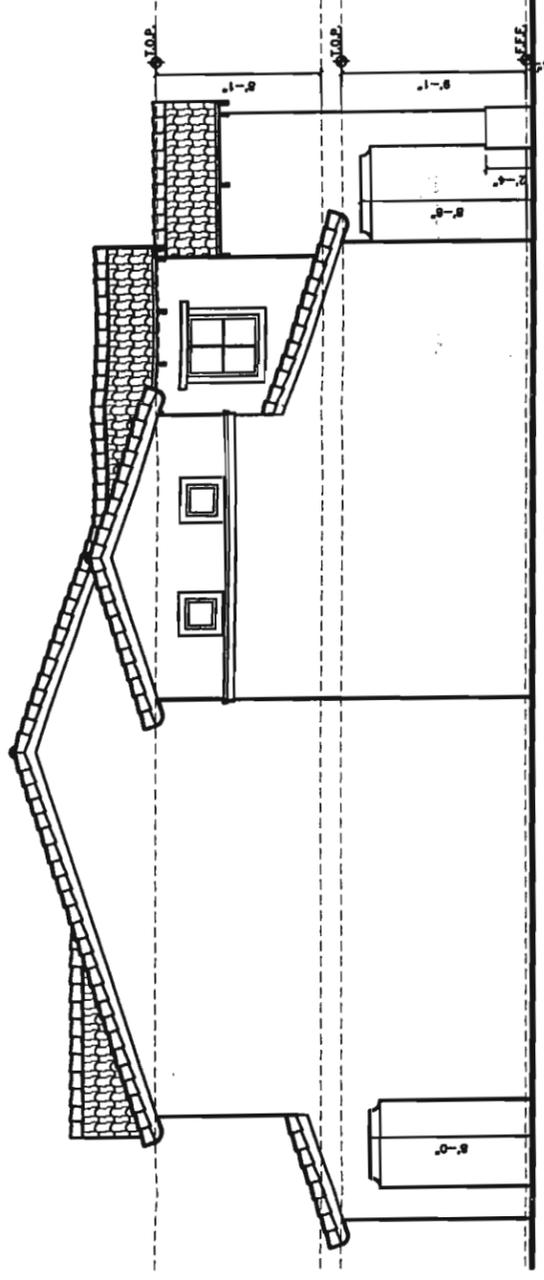
PLAN 3AX TUSCAN FRONT ELEVATION W/ OPTIONS
SCALE: 3/16"=1'-0"



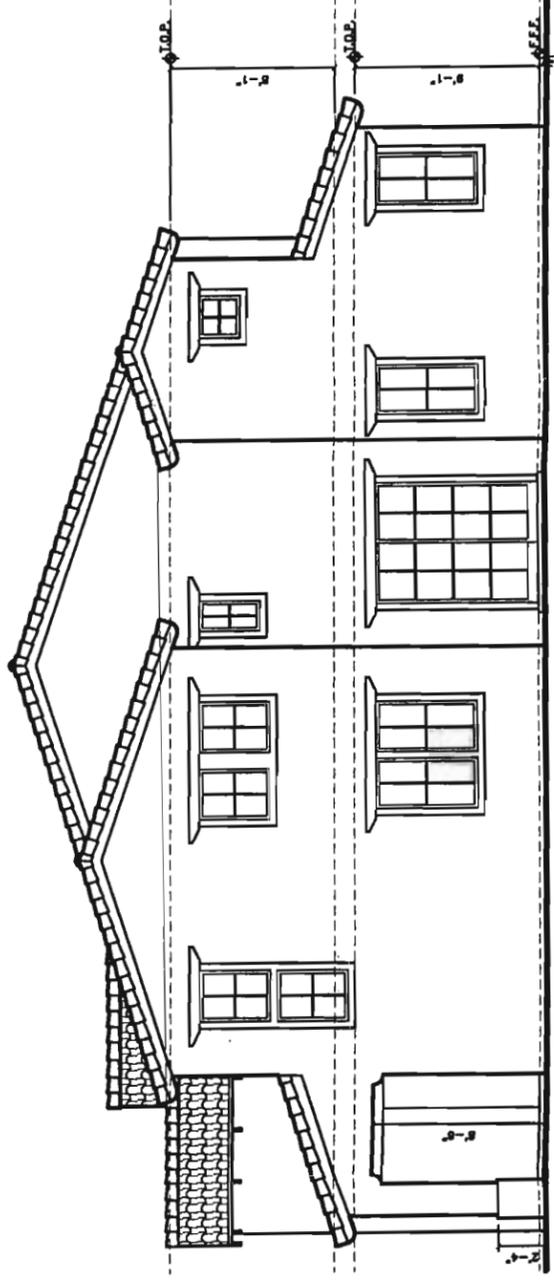
PLAN 3A TUSCAN FRONT ELEVATION
SCALE: 1/4"=1'-0"



PLAN 3A TUSCAN REAR ELEVATION
SCALE: 1/4"=1'-0"



PLAN 3A TUSCAN LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



PLAN 3A TUSCAN RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"

PLAN 3A TUSCAN
EXTERIOR ELEVATIONS

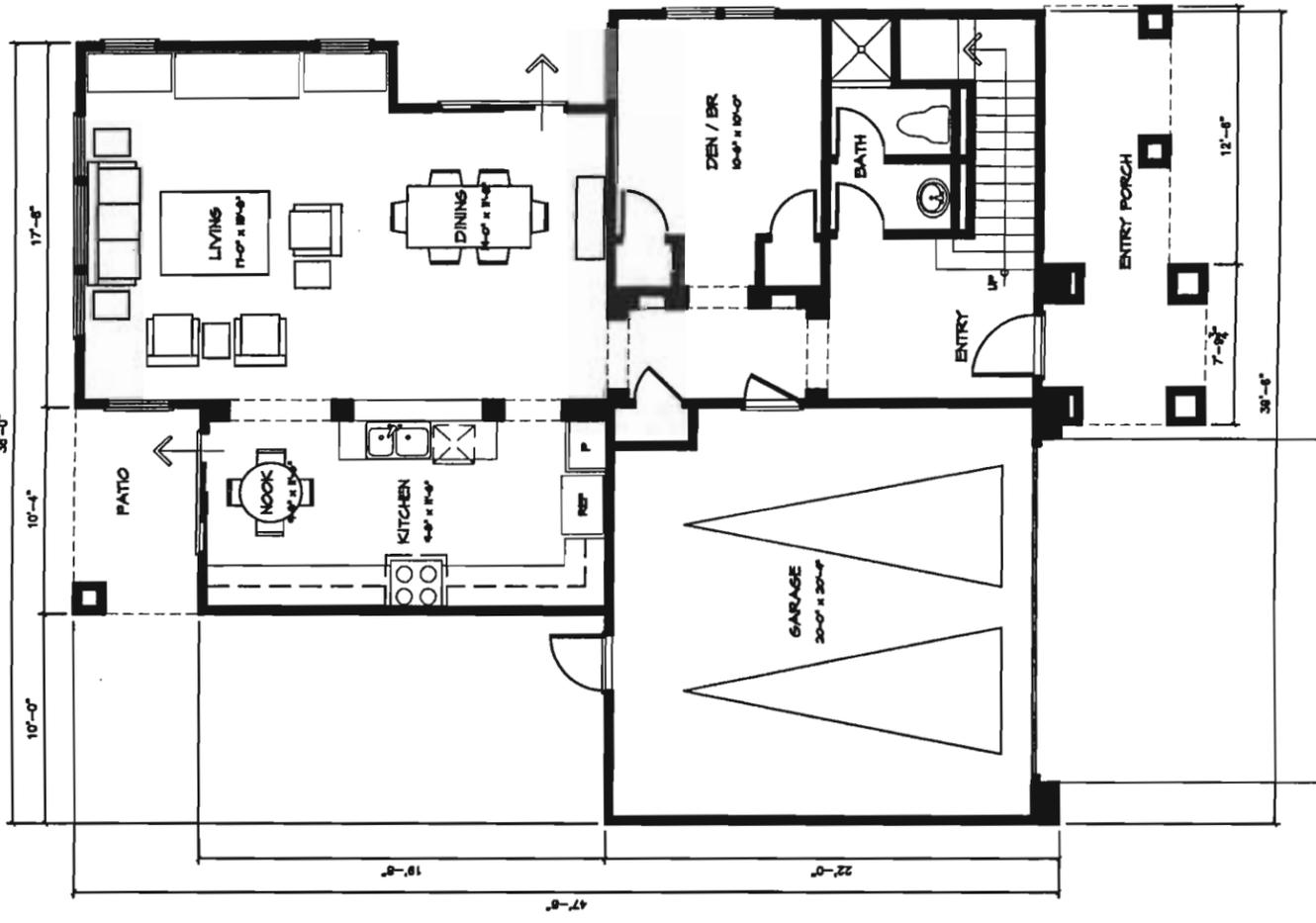


THE
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Strategic Land Planning - Site Planning
210 Newport Center Dr., Ste. 100
Newport Beach, CA 92660
Office: (949) 444-2027; (949) 444-1071

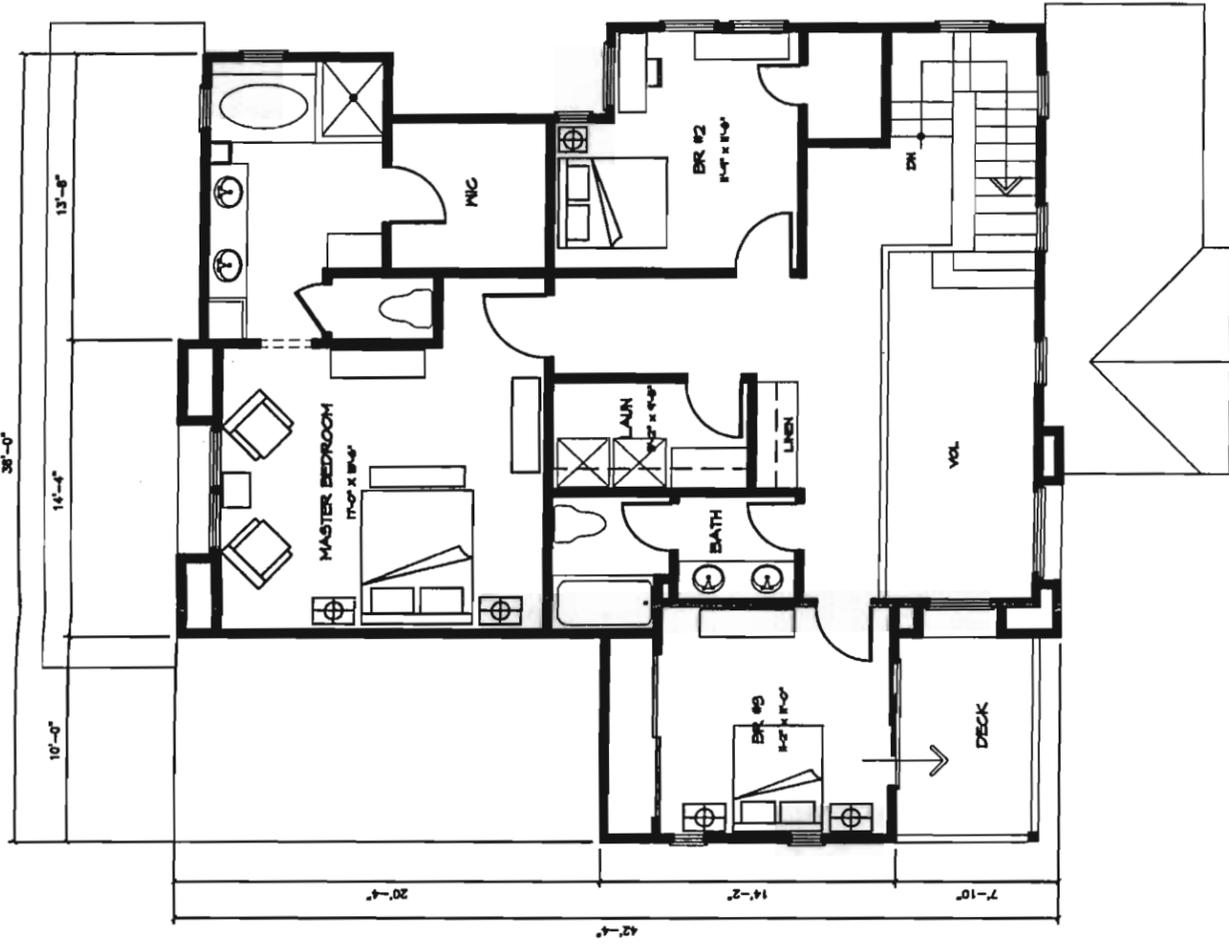
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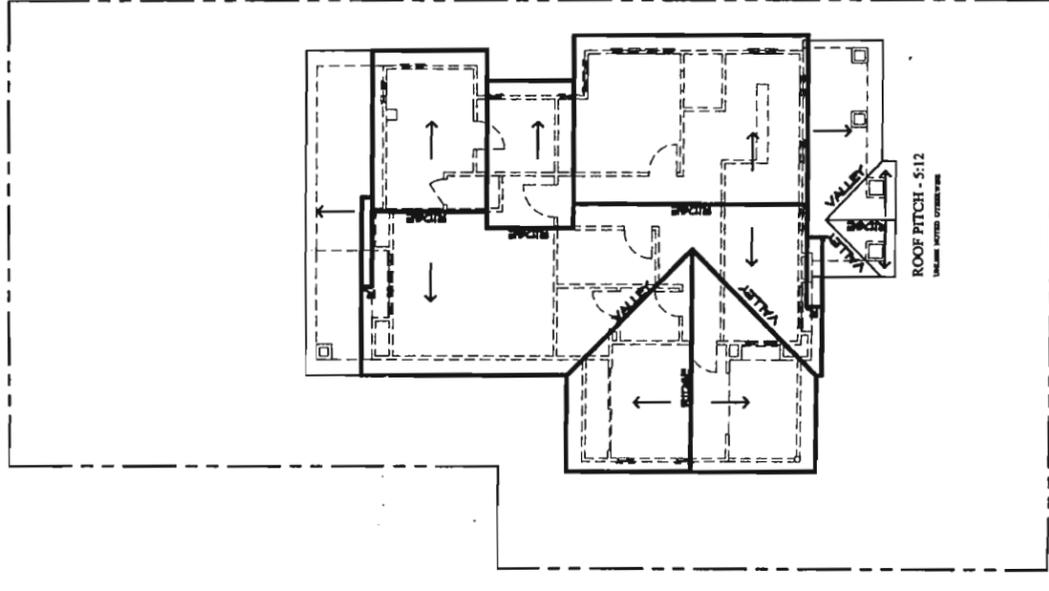


PLAN 3B CRAFTSMAN FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

SQUARE FOOTAGE:
1st FLOOR - 1,026 SF
2nd FLOOR - 1,060 SF
TOTAL - 2,086 SF



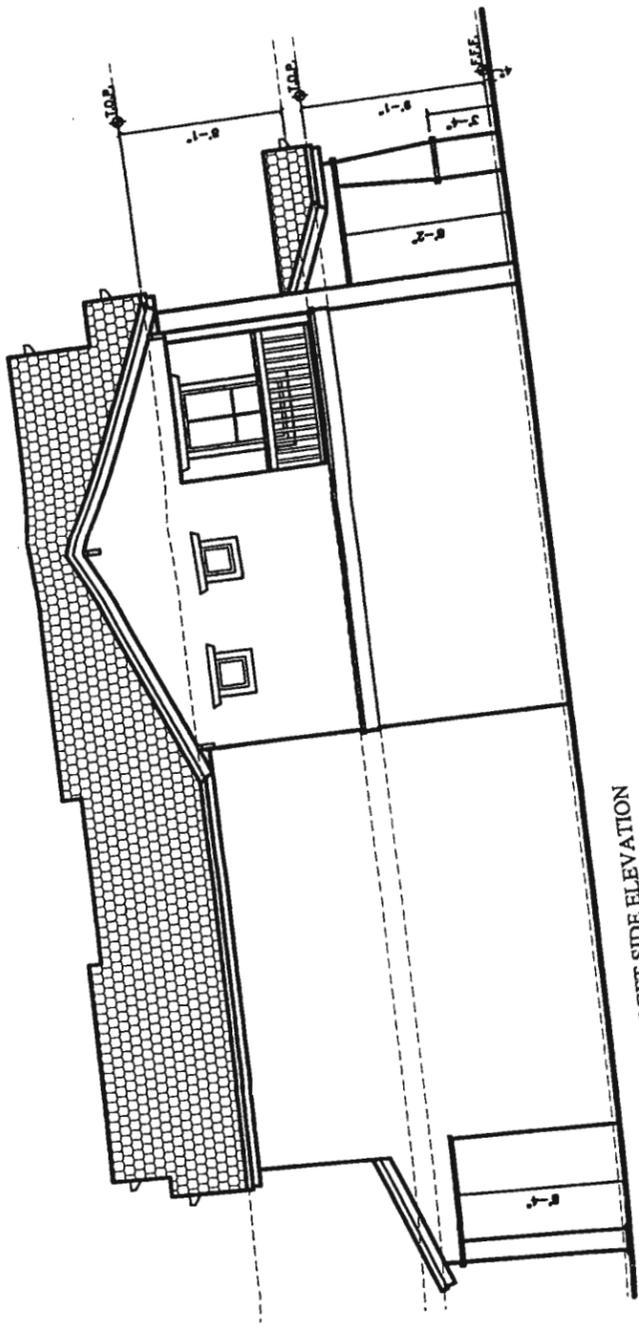
PLAN 3B CRAFTSMAN SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



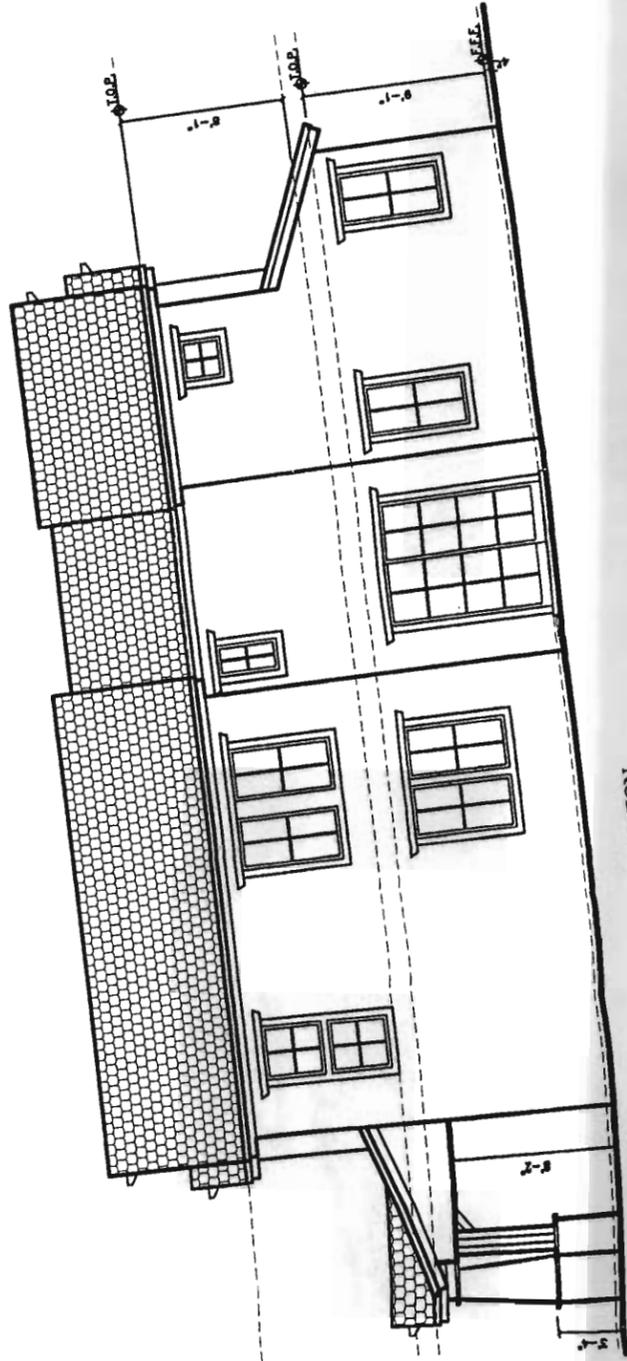
PLAN 3B CRAFTSMAN ROOF PLAN
SCALE: 1/8"=1'-0"

PLAN 3B CRAFTSMAN
FLOOR PLANS

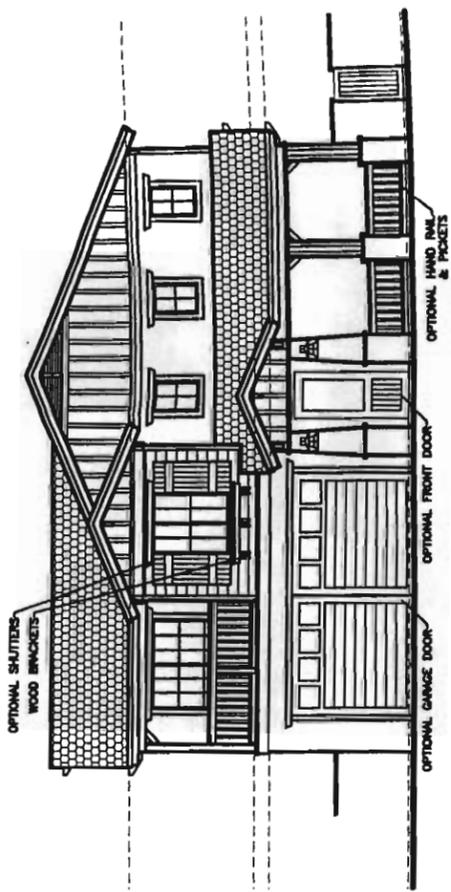
THE GALLOWAY GROUP
Strategic Land Planning • Site Planning
250 Newport Center Dr., Ste. 104 • Newport Beach, CA 92660
Office: (949) 844-2025 • (949) 844-1971
DATE: 12.14.04 JOB #: 02004 N.Y.



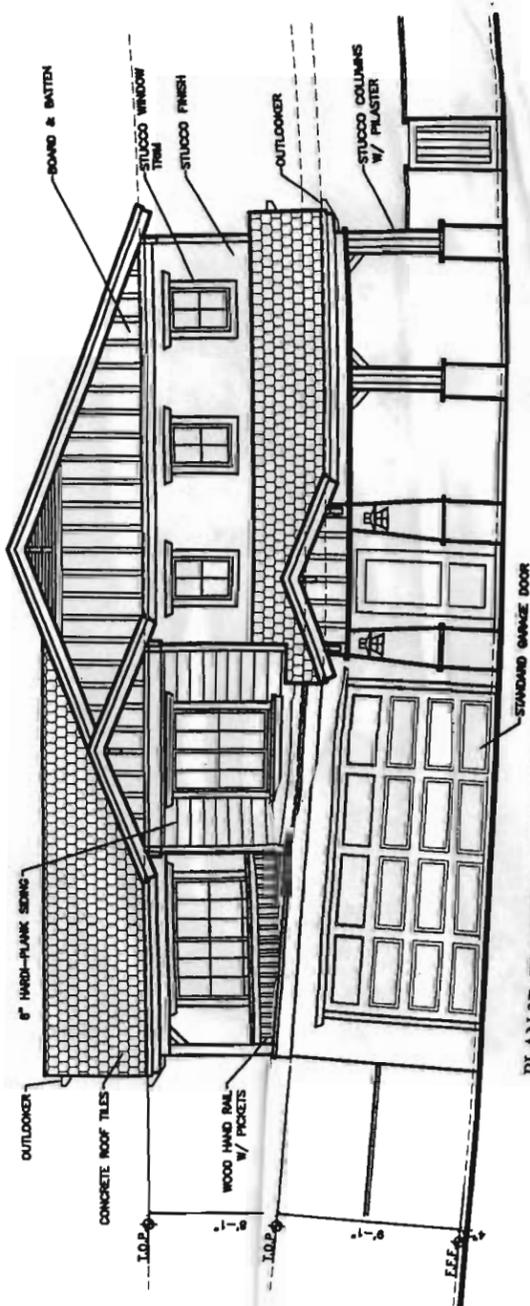
PLAN 3B CRAFTSMAN LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



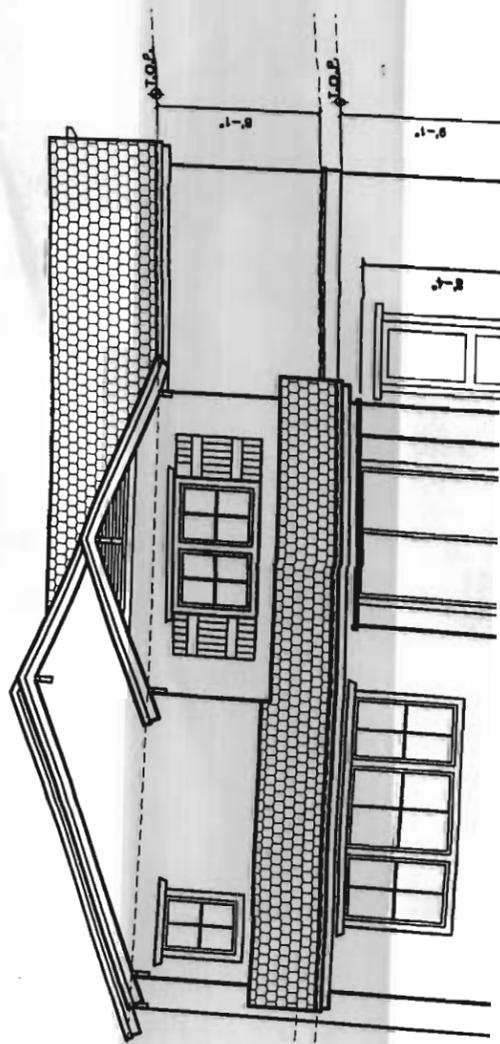
PLAN 3B CRAFTSMAN RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"



PLAN 3BX CRAFTSMAN FRONT ELEVATION W/ OPTIONS
SCALE: 3/16"=1'-0"

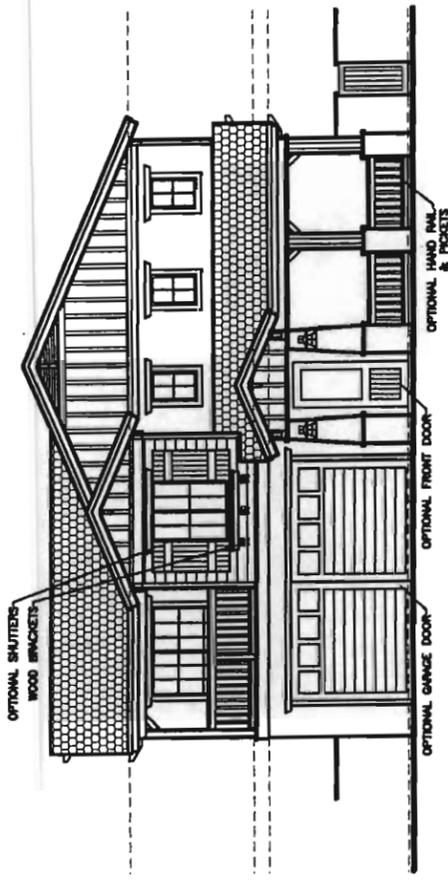


PLAN 3B CRAFTSMAN FRONT ELEVATION
SCALE: 1/4"=1'-0"

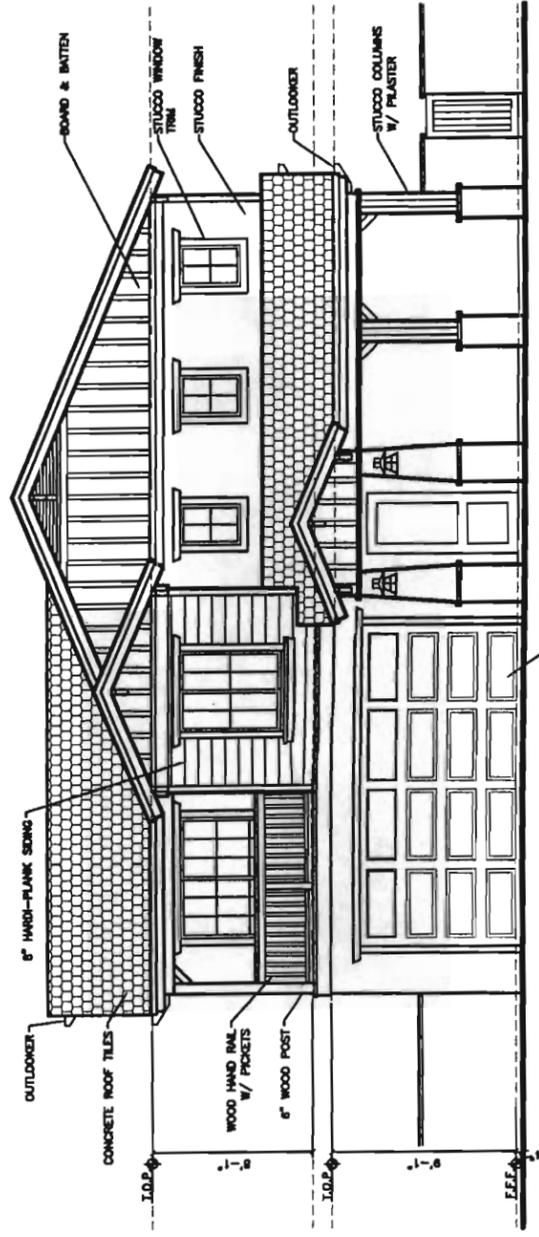


PLAN 3B CRAFTSMAN RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"

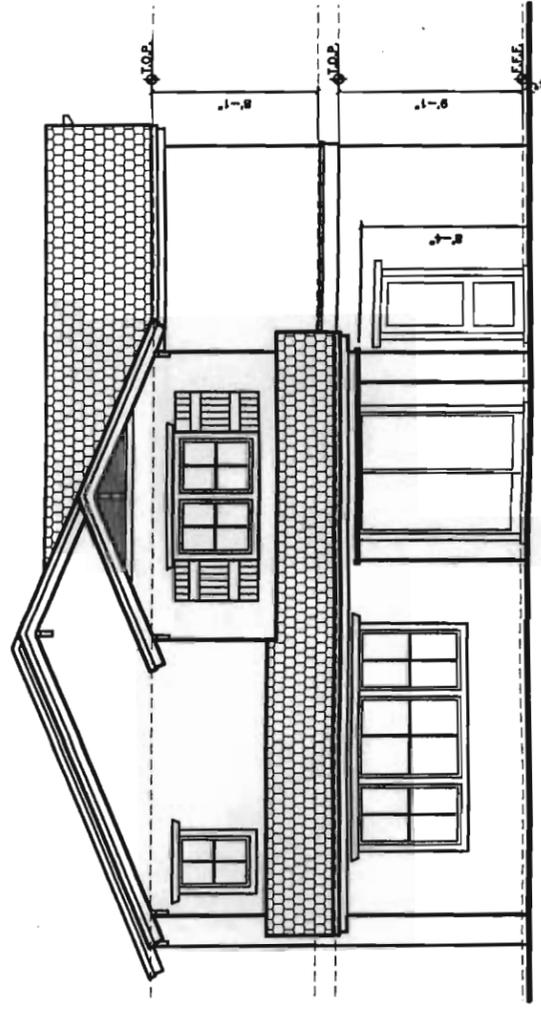
PLAN 3B CRAFTSMAN
EXTERIOR ELEVATIONS



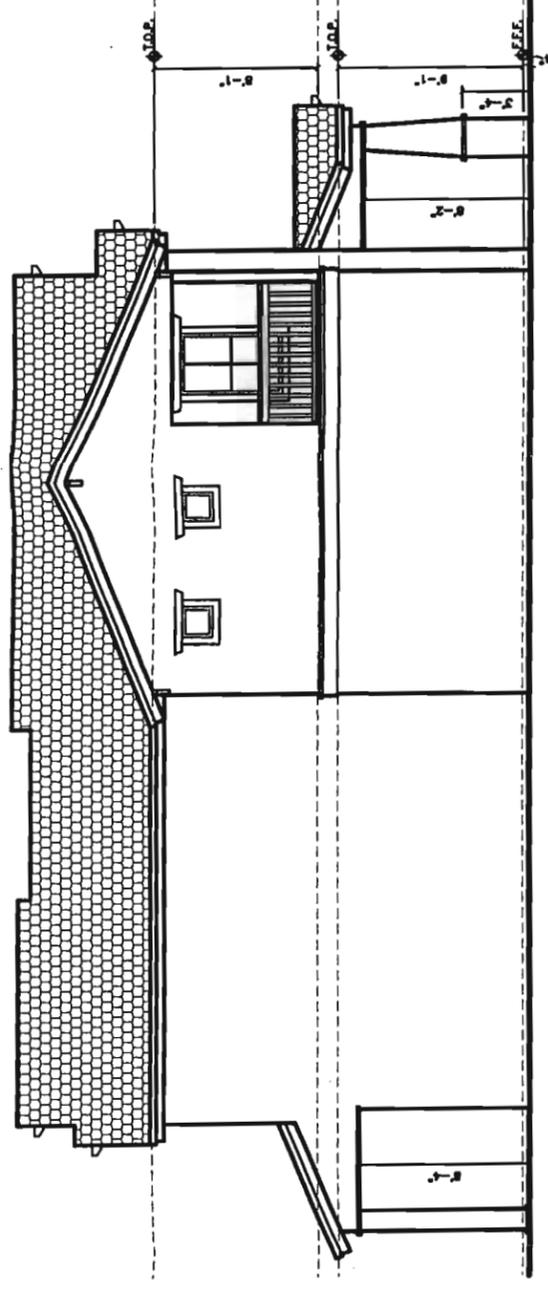
PLAN 3BX CRAFTSMAN FRONT ELEVATION W/ OPTIONS
SCALE: 3/16"=1'-0"



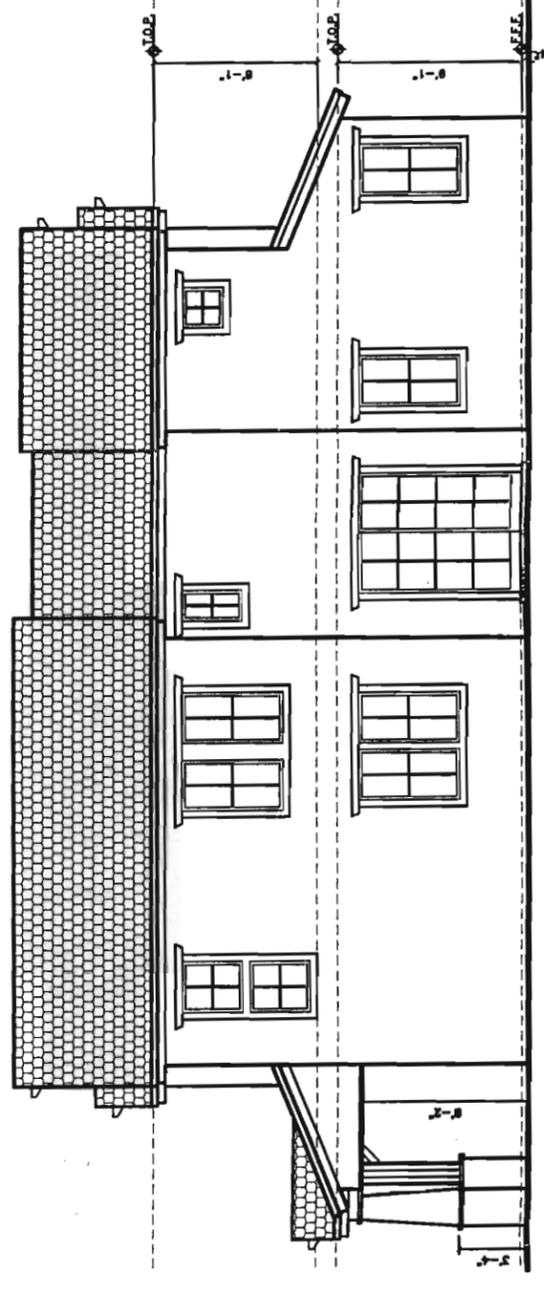
PLAN 3B CRAFTSMAN FRONT ELEVATION
SCALE: 1/4"=1'-0"



PLAN 3B CRAFTSMAN REAR ELEVATION
SCALE: 1/4"=1'-0"



PLAN 3B CRAFTSMAN LEFT SIDE ELEVATION
SCALE: 1/4"=1'-0"



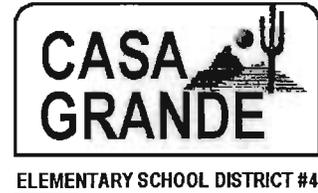
PLAN 3B CRAFTSMAN RIGHT SIDE ELEVATION
SCALE: 1/4"=1'-0"

PLAN 3B CRAFTSMAN
EXTERIOR ELEVATIONS

Appendix B

1.0 Proposed School District Agreements

**Casa Grande Elementary School District #4
Developer/Builder Contributions**



Through the Students FIRST legislation, the State of Arizona has made a commitment to assume the responsibility for the funding of the construction, furniture, fixtures, and equipment costs for new schools. However, since the state funding formula is not sufficient to totally fund these items to standards established for schools in the Casa Grande Elementary School District, the Casa Grande Elementary School District respectfully requests that area developers and builders uniformly make donations, based on the size of their projects, to help offset the impact of the kindergarten through eighth grade students generated by each new residential development.

The quality of education within the District has been enhanced by the generosity of developers and builders who have made contributions in the form of school sites or other donations. It is realized that good schools in Casa Grande will help entice buyers of new homes. A partnership between the District and the residential construction community is necessary for the success of both entities.

In order to establish a fair standard for developers and builders to make a judgement regarding donations, and to allow each contributor to participate in an equitable fashion, the following formula is provided:

Elementary $\frac{\text{No. of Dwellings} \times \text{No. of Students Per Dwelling}}{\text{Design Capacity of School}} \times 12 \text{ acres} \times \$80,000/\text{acre}$

Middle School $\frac{\text{No. of Dwellings} \times \text{No. of Students Per Dwelling}}{\text{Design Capacity of School}} \times 32 \text{ acres} \times \$80,000/\text{acre}$

EXAMPLE A new 760-dwelling (560 SF, 200 MF) residential subdivision

Single Family Homes

Elementary $\frac{(560)(.37)}{750} \times 12 \times \$80,000 = \$265,216$

Middle School $\frac{(560)(.18)}{1000} \times 30 \times \$80,000 = \$241,920$

Multi Family Homes

Elementary $\frac{(200)(.16)}{750} \times 12 \times \$80,000 = \$40,960$

Middle School $\frac{(200)(.04)}{1000} \times 30 \times \$80,000 = \$19,200$

Total Requested SF Contribution = \$507,136, or \$906/dwelling

Total Requested MF Contribution = \$60,160, or \$301/dwelling

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "**Agreement**") is made as of this ____ day of _____, 200__, by and between **CASA GRANDE ELEMENTARY SCHOOL DISTRICT NO. 4 OF PINAL COUNTY, ARIZONA**, a political subdivision of the State of Arizona (the "**District**"), and **Xxxxxxxx**, its successors-in-ownership and assigns ("**Developer**").

RECITALS:

A. **Xxxxxxxx** represents the owner of certain real property in Casa Grande, Arizona (the "**City**"), commonly known as _____ located at _____ and incorporated herein by this reference (the "**Property**"). **Xxxxxxxx** intends to develop the Property for residential use in accordance with a Development Agreement between **Xxxxxxxx**, and the City of Casa Grande.

B. The proposed development of the Property will increase the population of students attending elementary and middle schools within the District and the District is requesting donations to assist with the accommodation of additional students attending such schools.

AGREEMENT:

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

1. Payment of Donation by **Xxxxxxxx** to the District. Subject to the terms and conditions of this Agreement, **Xxxxxxxx**, for itself and its successors-in-ownership and assigns, including, without limitation, any affiliate of **Xxxxxxxx** and any homebuilder initially constructing single family residential units on the Property (a "**Dwelling Unit**"), agrees to pay to the District \$906.00 for each Single Family Dwelling Unit and \$301.00 for each Multi Family Dwelling Unit initially constructed on the Property ("**Donation**"). The homebuilder shall contribute all Single Family Dwelling Unit

Donations as required under this Paragraph 1 no later than 30 days after the building permit for construction of the particular Dwelling Unit is issued by the City, and the homebuilder shall contribute all Multi Family Dwelling Unit Donation within 30 days of the issuance of Certificates of Occupancy by the City. All Donations shall be submitted to the District at the address listed in Paragraph 8 below. No Donation shall be payable in connection with any reconstruction or subsequent construction of a Dwelling Unit on a particular portion of the Property after the Donation for such portion of the Property has been initially paid.

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

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

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

4. Effectiveness of Agreement. This Agreement shall not be effective and shall not inure to the benefit of or bind XXXXXXXX or the District or their successors-in-ownership and assigns unless and until the PAD Plan, in form and substance satisfactory to XXXXXXXX, has been properly approved by the applicable governmental authority and any and all ordinances and resolutions approving the PAD Plan are final and non-appealable.

5. The District's Representations and Warranties. The District represents and warrants to XXXXXXXXX, which constitute a material part of the consideration hereunder, as follows:

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

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

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

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

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

6. XXXXXXXXXX's Representations and Warranties. XXXXXXXXX represents and warrants to, and acknowledges that, the District, which constitute a material part of the consideration hereunder, as follows:

(a) XXXXXXXXX is a corporation, duly organized, validly existing and in good standing under the laws of the State of Arizona.

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

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

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

(e) No consent, license, approval or authorization of any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity and enforceability of this Agreement by or against XXXXXXXXX.

(f) The District intends to rely upon the promises made in this Agreement in formulating its plans for growth and in many other regards and such reliance is reasonable, and the District shall have the right to enforce the agreements made by XXXXXXXXX in this Agreement in any manner permitted by applicable law.

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

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

To Developer:

To the District:

Casa Grande Elementary School District No. 4
1460 N. Pinal Avenue
Casa Grande, Arizona 85222
ATTN: Frank Davidson, Superintendent
Tel.: 520.836.2111
Fax: 520.426.3712

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

9. General.

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

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

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

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

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

Property then in default, and, notwithstanding any default by the owner of a portion of the Property, this Agreement shall remain in full force and effect with respect to the other owners of the Property.

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

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

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

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

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

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

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

DISTRICT:

**CASA GRANDE ELEMENTARY SCHOOL
DISTRICT NO. 4 OF PINAL COUNTY,
ARIZONA**, a political subdivision of the State
of Arizona

By: _____

Name: Frank Davidson

Title: Superintendent

DEVELOPER:

XXXXXXXXXX, an
Arizona corporation

By: _____

Name: _____

Title: _____

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made as of this DATE, by and between CASA GRANDE HIGH SCHOOL DISTRICT NO. 82 OF PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona (the "District"), and **Company Name**, an Arizona Corporation, its successors-in-ownership and assigns ("Builder").

RECITALS:

A. Builder represents the owner of certain real property in Casa Grande, Arizona (the "City"), commonly known as "**Development Name**" and incorporated herein by this reference (the "Property"). Builder intends to develop the Property for residential use in accordance with a Development Agreement between **Company Name**, an Arizona Corporation, and the City of Casa Grande.

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

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and **Company Name**, intending to be legally bound, agree as follows:

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

2. Future Development Fees. The parties acknowledge that **Company Name** contribution of the Donations to the District in accordance with the terms and

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

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

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

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

4. The District's Representations and Warranties. The District represents and warrants to **Company Name**, which constitute a material part of the consideration hereunder, as follows:

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

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

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

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

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

5. **Company Name** Representations and Warranties. Builder represents and warrants to, and acknowledges that, the District, which constitute a material part of the consideration hereunder, as follows:

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

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

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

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

6. **Default and Remedies**. In the event of any default under this Agreement, the non-defaulting party shall have all rights and remedies provided at law or in equity,

including, without limitation, specific performance and injunctive relief. Builder acknowledges that the District intends to rely upon the promises and agreements made in this Agreement in formulating its plan for growth and in many other regards. Builder agrees that the District shall have the right to enforce the promises and agreements made by Builder in this Agreement in any manner permitted by applicable law.

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

To Developer:	Developer Name Company Address City, State, Zip Phone FAX
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To the District:	Casa Grande High School District No. 82 1362 N. Casa Grande Ave Casa Grande, Arizona 85222 ATTN: Nancy M. Pifer, Superintendent Tel.: 520-836-5092 Fax: 520-316-3352
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or at any other address or telecopier number designated by any party hereto in writing. Any notice or communication shall be deemed to have been delivered and received (i) as of the date of receipt, if sent by telecopier (with written confirmation of error-free transmission) on or before 5:00 p.m., Phoenix time, (ii) as of the next day after receipt, if sent by telecopier (with written confirmation of the date and time of transmissions and receipt) after 5:00 p.m., Phoenix time; (iii) the date of delivery, if hand delivered or sent by nationally recognized overnight courier; (iv) 3 days after the date of mailing.

8. General.

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

By: _____

Name: Nancy M. Pifer

Title: Superintendent

Builder:

Company Name, an
Arizona corporation

By: _____

Name: _____

Title: _____