

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between the CITY OF PEORIA, ARIZONA, an Arizona municipal corporation (the “**City**”); and MIRAGE CHARTER LLC, a Utah limited liability company (“**Developer**”), its successors and assigns. The City and Developer are sometimes referred to in this Agreement collectively as the “**Parties**,” or individually as a “**Party**.”

RECITALS

- A. As of the Effective Date, Developer is the fee simple owner of that certain unimproved real property located within the City and consisting of approximately _____ acres of land, located on a portion of the Vistancia Commercial Core at the southeast corner of El Mirage Road and Westward Skies Drive, the legal description of which is attached as Exhibit A (the “**Property**”).
- B. A robust educational system is essential for the creation and retention of jobs in the City.
- C. The Property is located in an area of the City that is experiencing rapid population growth. This growth is expected to continue. Public schools servicing the area of the City around the Property are at capacity. A bond override is necessary to fund any new district schools in the area. The local school district has been unsuccessful in efforts to secure voter approval for such an override and as a result, has been unable to construct public schools in the area sufficient to meet the demand.
- D. Developer intends to develop an Arizona public charter school (the “**School**”) on the Property (the development of which is hereinafter referred to as the “**Project**”). The School will serve students in kindergarten through twelfth grade. The Parties have determined that the School will bolster the local education system and enhance the economic welfare of the inhabitants of the City.
- E. Developer and Vistancia Development LLC (“**Vistancia**”), have agreed to cooperate in order to construct a park (the “**Park**”) on a parcel that lies adjacent to the Property (the “**Park Parcel**”) as depicted in Exhibit B. Upon completion of the Park, it will be dedicated to the City in order to satisfy Vistancia’s obligation to construct such a park as described in the Amended and Restated Development Agreement for Vistancia in Peoria, Arizona, dated May 1, 2012 and recorded on May 9, 2012, in Instrument No. 2012-0395094 of the official records of Maricopa County, Arizona, by and between (1) City and (2) Vistancia Land Holdings L.L.C.. In consideration of this Agreement, Developer has agreed to contribute nine hundred thousand dollars (\$900,000) towards the construction of the Park as more particularly described in Subsection 5.4 herein. Developer will arrange with Vistancia to grade the entire Park Parcel at the same time that the Project is being graded (“**Park Parcel Grading Costs**”). The Park Parcel Grading Cost will be deducted from the Developer Contribution and the remainder of the Developer Contribution will be paid to Vistancia to be used by Vistancia for the sole purpose of paying a portion of the expenses of the Park Parcel Improvement Costs.

- F. The Parties have identified certain facilities planned for construction in the Project and the Park the shared use of which would benefit each Party. These facilities are the baseball, softball, and soccer fields planned on the Park and the gymnasium and multipurpose room planned for the Project (the “**Shared Facilities**”). As part of the consideration for this agreement, the Parties have agreed to provide each other use of the Shared Facilities, subject to specific terms of use to be described in a separate joint use agreement (“**JUA**”) to be executed prior to the City acceptance of the Park.
- G. Public access to the Park will be available across a driveway located upon the Project, and public parking for the Park will be on a lot located on the Project. To ensure perpetual public access to the Park, the Developer will grant an easement to the City subject to certain conditions, in a form substantially similar to that attached as Exhibit C.
- H. City and Developer are entering into this Agreement pursuant to Arizona Revised Statutes §9-500.05, which authorizes the City to enter into a development agreement related to real property located inside the incorporated area of the City with a landowner or other person having an interest in the real property. The Parties acknowledge Developer’s interest in the Property, and accordingly, desire to enter into this Agreement to facilitate development of the Project consistent with the Applicable Laws (defined below). The Parties acknowledge that the activities described in this Agreement and related to the Project, are economic development activities within the meaning of the State of Arizona’s laws concerning such matters, including but not limited to Arizona Revised Statutes §9-500.11, and that all “expenditures” (as defined therein) by the City pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with “economic development activities” (as defined therein).

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. Definitions. In this Agreement, unless a different meaning clearly appears from the context, the words and phrases below shall be construed as defined in this Section 1. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The use of the term “shall” in this Agreement means a mandatory act or obligation.

“**Agreement**” means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all attached exhibits and schedules. References to sections or exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through H, inclusive, are incorporated by reference in, and form a part of, this Agreement but are not intended to expand the scope, number, or nature of Developer’s undertakings beyond those expressly set forth in the numbered sections of or the exhibits to this Agreement.

“Applicable Laws” means collectively, all laws that apply to the development of the Property including without limitation federal, state, county, and local laws (statutory and common law), ordinances, rules, regulations, standards, permit requirements, and other requirements and official policies of the City, as they may be amended or hereafter enacted from time to time, the Peoria City Code, City’s Zoning Ordinance, City’s General Plan, City’s Minimum Park Standards, and all related necessary approvals or requirements by City Council or City Boards and Commissions.

“A.R.S.” means Arizona Revised Statutes as now or later enacted or amended.

“City” means the City of Peoria, Arizona as designated on the first page of this Agreement.

“City Code” means the Code of the City as amended from time to time.

“City Council” means the City Council of the City.

“City Representative” is defined in Subsection 11.1.

“Claims” means as defined in Section 13.

“Cure Period” means as defined in Section 8.

“Default (including Event of Default, Defaulting Party, Non-Defaulting Party, and Notice of Default)” means as defined in Section 8.

“Developer” means the Party (designated as **“Developer”** on the first page of this Agreement) that constructs the Public Improvements and the Project, and its successors and assigns that conform with the requirements of this Agreement.

“Developer Representative” is defined in Subsection 11.1.

“Effective Date” means as defined on Page 1.

“Indemnity” means as defined in Section 13.

“Mandatory Charges” means a fee or charge which the Peoria City Attorney has determined that the City is required to charge the Developer pursuant to any Applicable Law, agreement, contract, bond indenture, or other legal obligation, and for which Developer is not exempt pursuant to A.R.S 9-500.18. Mandatory Charges may be modified by City from time to time upon written Notice to Developer. Such modifications shall only apply only prospectively to projects for which an application is filed with the City after the effective date of the modified charges.

“Minimum Park Standards” means the minimum acceptable standards for parks constructed in the City as determined by the City Engineer attached as Exhibit D.

“**Notice and Notify**” means as defined in Subsection 14.4.

“**Park**” means as defined in Recital E.

“**Park Improvements**” means as defined in Subsection 5.4 and depicted in Exhibit E.

“**Park Parcel**” means as defined in Recital E.

“**Party**” or “**Parties**” means Developer and the City as designated on the first page of this Agreement and their successors and assigns.

“**Project**” means as defined in Recital D.

“**Property**” means as defined in Recital A and legally described and depicted in Exhibit A.

“**School**” means as defined in Recital D.

“**Shared Facilities**” means as defined in Recital F.

“**Special Use Park**” means as defined in the City of Peoria General Plan, as amended from time to time.

“**State**” means the State of Arizona.

“**Term**” means as defined in Section 2.

“**Vistancia**” means the entity Vistancia Development LLC.

2. Term: This Agreement shall be effective upon the execution by both Parties and shall continue until the responsibilities of the Parties have been completed and the Property is no longer being used as an education facility.

3. Joint Use Agreement: In consideration of the obligations described below, the Parties agree to execute a JUA, outlining the conditions by which each Party will be allowed to use the Shared Facilities as described therein. Parties agree to negotiate in good faith and execute the JUA prior to City acceptance of the Park dedication.

4. City’s Obligations: In exchange for Developer’s Obligations (described below) City will:

4.1 In relation to the Project, provide the following at no charge to the Developer except for Mandatory Charges:

4.1.1 City permitting, inspection, and review services.

4.1.2 To ensure the Park is constructed according to the Minimum Park Standards, the City will provide administrative park construction management services to Developer upon request at no charge; including without limitation field design, irrigation design, and construction support.

4.2 Make City utility services (including without limitation water and wastewater services) available to the Project through the City's regular systems in the manner provided to other similarly situated customers. Notwithstanding any language that may appear to be contrary in this Agreement, Developer shall pay all rates and fees associated with the provision of such utility services to the Project and the School pursuant to a separate service agreement.

4.3 Upon development of the Project according to this Agreement, issue a certificate of occupancy to the School.

4.4 Upon the timely completion of all Developer's Obligations as described in Section 5, accept dedication of the Park. In no event will the City be obligated to accept dedication of the Park until all terms described in Section 5 are satisfied as determined at the sole discretion of the City Manager or designee.

5. Developer Obligations. In exchange for City's Obligations, Developer will:

5.1 Develop the School upon the Property. Developer agrees that all design, development, and construction of the Project shall comply with the terms of this Agreement and any amendments thereto, and all Applicable Laws (except for those from which Developer is exempt pursuant to A.R.S. 9-500.18).

5.2 Developer shall timely pay all Mandatory Charges imposed by the City.

5.3 In coordination with Vistancia, Developer shall participate in the development and dedication of the fully constructed Park on the Park Parcel as depicted on Exhibit E before December 31, 2026. Park development shall be subject to all City requirements, including without limitation the Minimum Park Standards and all Applicable Laws.

5.4 Developer agrees to contribute nine hundred thousand and no/100 Dollars (\$900,000) toward the cost to construct the Park ("**Developer Contribution**").

5.5 The Developer will coordinate with Vistancia to ensure that the Park and all associated improvements (the "**Park Improvements**") are designed, constructed, and installed as generally depicted in the Preliminary Plan for the Park, attached hereto as Exhibit E and incorporated herein, and in accordance with the Minimum Park Standards. The construction and

installation of the Park and Park Improvements shall be subject to City inspection to ensure compliance with this Subsection 5.5.

- 5.6 Subject to certain conditions, and in a form substantially similar to that attached as Exhibit C, Developer agrees to grant an easement to the City across a portion of the Project on which Developer will construct both a driveway providing access to the Park and a Parking Lot that can be used for public parking serving the Park during non-school use hours. The Developer shall be solely responsible for repair, upkeep, maintenance, and similar expenses of the easement.
- 5.7 Upon full development of the Park, Developer and Vistancia will ensure the Park and Park Improvements are fully dedicated to the City free from any mortgage, lien, or any other security interest, in the manner customary for the dedication of public improvements.
- 5.8 Before the Park is dedicated to the City, Developer and Vistancia must ensure that:
 - 5.8.1 The Park and Park Improvements are:
 - (a) constructed according to the final City approved site plan and in accordance with the Minimum Park Requirements;
 - (b) developed constructed in a good and workmanlike manner; and,
 - (c) are in a condition so as to be safely used by the public as a park.
 - 5.8.2 A non-exclusive interest in all warranties associated with the Park and Park Improvements including without limitation those provided by all relevant suppliers, contractors, and materialmen is assigned to the City by Vistancia.
 - 5.8.3 All built elements of the Park Improvements; including without limitation the irrigation system, fencing, structures, and walks, are warranted for no less than one year after the date of City acceptance of the Park and Park Improvements.
 - 5.8.4 The City receives all manufacturer's warranties for all equipment.

6. City Representations. The City represents and warrants to Developer that as of the Effective Date.

- 6.1 The City has the full right, power, and authorization to enter into and perform this Agreement and each of the City's obligations and undertakings under this Agreement, and the City's execution, delivery, and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the City Code.
- 6.2 All consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.
- 6.3 This Agreement (and each undertaking of the City contained herein), constitutes a valid, binding, and enforceable obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.
- 6.4 The execution, delivery, and performance of this Agreement by the City is not prohibited by and does not conflict with, any other agreements, instruments, judgments, or decrees to which the City is a party or is otherwise subject.

7. **Developer Representations.** Developer represents and warrants to the City that as of the Effective Date:

- 7.1 Developer has the full right, power, and authorization to enter into this Agreement and perform its undertakings contemplated by this Agreement, and the execution, delivery, and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with the organizational documents of Developer.
- 7.2 All consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance.
- 7.3 Developer knows of no litigation, proceeding, or investigation pending or threatened against or affecting Developer contesting the validity or enforceability of this Agreement or Developer's performance under this Agreement.
- 7.4 This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding, and enforceable agreement of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

- 7.5 The execution, delivery, and performance of this Agreement by Developer is not prohibited by, and does not conflict with, any other agreements, instruments, judgments, or decrees to which Developer is a party or to which Developer is otherwise subject.
- 7.6 Developer has not paid or given, and will not pay or give, any Third Party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers, and attorneys.

8. Default. In the event (an “**Event of Default**”) a Party (the “**Defaulting Party**”) fails to perform or fails to otherwise act in accordance with any term or provision hereof (a “**Default**”) then the other Party (the “**Non-Defaulting Party**”) may provide Notice of the Default to the Defaulting Party (the “**Notice of Default**”). The Defaulting Party shall have thirty (30) days from receipt of the Notice of Default to cure the Default (the “**Cure Period**”). If the failure is such that more than thirty (30) days would reasonably be required to cure the Default or otherwise comply with any term or provision herein, then the Defaulting Party shall Notify the Non-Defaulting Party of such and the timeframe reasonably needed to cure such Default. So long as the Defaulting Party commences performance or compliance or gives Notice of additional time needed to cure within said thirty (30) day period and the Defaulting Party diligently proceeds to complete such performance or fulfill such obligation, the Cure Period will be extended as reasonably necessary; provided further, however, that no Cure Period shall exceed ninety (90) days except by mutual written agreement of the Parties. Any Notice shall specify the nature of the Default and the manner in which the Default may be satisfactorily cured, if reasonably practicable.

9. Remedies for Default. Whenever any Event of Default occurs and is not cured (or cure undertaken) by the Defaulting Party in accordance with this Agreement, the other Party may take any of one or more of the following actions:

- 9.1 Remedies of City. City’s remedies for an uncured event of Default by Developer shall be all remedies available at law or in equity, including, without limitation, any of the following:
- 9.1.1 If an uncured event of Default by Developer occurs prior to completion of construction as required by the terms of this Agreement, City may terminate this Agreement.
- 9.1.2 Notwithstanding the foregoing, at any time, City may seek special action or other similar relief (whether characterized as mandamus, injunction, or otherwise), requiring Developer to undertake and fully and timely to address or to enjoin any construction or activity undertaken by Developer that is not in accordance with the terms of this Agreement.
- 9.1.3 Notwithstanding the foregoing, Developer shall be liable, and City

may recover from Developer, its actual damages for any unrepaired damage to any City facility or real property caused by Developer's actions taken pursuant to this Agreement.

9.1.4 Notwithstanding the foregoing, City at any time may seek indemnity (including but not limited to an action for damages) arising under Section 13.

9.1.5 Notwithstanding the foregoing, City at any time may enforce its rights given under any bond or similar financial assurance given or provided by or for the benefit of Developer pursuant to this Agreement.

9.2 Remedies of Developer. Developer's exclusive remedies for an uncured event of Default by City will consist of and will be limited to a special action or other similar relief (whether characterized as mandamus, injunction, or otherwise) requiring City to undertake and to fully and timely perform its obligations under this Agreement. In such event, Developer may seek to recover any actual Damages incurred by Developer as a result of City's Default.

10. Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the performing Party or with respect to the particular default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches, or otherwise at a time when it may still hope to resolve the problems created by the default involved.

11. Cooperation and Alternative Dispute Resolution

11.1 Representatives. To further the cooperation of the Parties in implementing this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City shall be the City staff member designated by the City Manager (the "**City Representative**") and the initial representative for Developer shall be its Project Manager, as identified by Developer from time to time (the "**Developer Representative**"). The City's and Developer's Representatives shall be reasonably available to the extent necessary to discuss and review the performance of the Parties to this Agreement and the development of the Property.

11.2 Impasse. The City acknowledges and agrees that it is desirable for Developer to proceed rapidly with the implementation of this Agreement and the development of the Project. Accordingly, the Parties agree that if at any time Developer believes an impasse has been reached with City staff on any issue affecting the Project which the Parties agree is not a

Default, Developer shall have the right to immediately appeal to the City Representative for an expedited decision pursuant to this Subsection 11.2. If the Developer and City Representative cannot resolve an impasse, the Developer has the right to meet with the City Manager or the City Manager's designee.

11.3 City's Claims Procedure. Notwithstanding any language in this Section 11, Claims by Developer shall comply with time periods, statutory limits, deadlines, and all other requirements of City's claims procedures as amended from time to time. Nothing in this Agreement shall be interpreted to amend or alter such time periods, statutory limits, deadlines, or other requirements in any way.

12. Attorney General action; A.R.S. § 41-194.01. If pursuant to A.R.S. § 41-194.01 the Attorney General determines that this Agreement violates any provision of state law or the Constitution of Arizona and the City and Developer are not able (after good faith attempts) to modify the Agreement so as to resolve the violation with the Attorney General within thirty (30) days of notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), this Agreement shall automatically terminate at midnight on the thirtieth (30th) day after receiving such notice from the Attorney General, and upon such termination the Parties shall have no further obligations under this Agreement. Additionally, if the Attorney General determines that this Agreement may violate a provision of state law or the Constitution of Arizona under A.R.S. § 41-194.01(B)(2), and the Arizona Supreme Court requires the posting of a bond under A.R.S. § 41-194.01(B)(2), the City shall be entitled to terminate this Agreement, except if Developer posts such bond; and provided further, that if the Arizona Supreme Court determines that this Agreement violates any provision of state law or the Constitution of Arizona, the City may terminate this Agreement and the Parties shall have no further obligations hereunder.

13. Indemnity. Developer shall pay, defend, indemnify and hold harmless City and its City Council members, officers, attorneys, and employees from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts' fees and court costs associated with such matters; all of the foregoing, collectively, "**Claims**") that arise in whole or in part from, or relating to, Developer's design, construction, and structural engineering acts or omissions related in any way to, of, or in connection with, any element of the Project (including, but not limited to, land used for construction staging pursuant to temporary construction easements), and all subsequent design, construction, engineering, and other work by or on behalf of Developer in connection with Project (collectively, "**Indemnity**"). Such Indemnity shall survive the expiration or earlier termination of this Agreement. The indemnification set forth in this Section 13 shall not apply to the extent such claims arise from or relate solely to the grossly negligent or intentional acts of the City and its Council members, officers, attorneys, and employees. If the City and its City Council members, officers, attorneys, or employees are made defendant(s) in any action, suit or proceeding brought by a third party by reason of any of the occurrences described in this Section 13, Developer shall at its own expense: (i) resist and defend such action suit or proceeding or cause the same to be resisted and defended by counsel designated by Developer and reasonably approved by the City; and (ii) if any such action, suit or proceeding results in a final judgment against the indemnified party, Developer promptly shall satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged.

14. Miscellaneous Provisions.

14.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). The Parties wish to confer jurisdiction, to the extent possible, upon the Superior Court of Maricopa County for the purpose of coordinating and centralizing any required judicial administration of this Agreement. Accordingly, any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The Parties irrevocably consent to the exclusive jurisdiction and venue in such court for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Subsection 14.1. The Parties expressly waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other, on any matter whatsoever arising out of or any way connected with this Agreement or their relationship arising hereunder.

14.2 Limited Severability. The City and Developer each intend that the execution, delivery, and performance of this Agreement are in compliance with all Applicable Laws. 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 Laws, 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) 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.

14.3 Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

14.4 Notices.

14.4.1 Except as otherwise required by law, any notice required or permitted under this Agreement (each, a “**Notice**” or when used as a verb “**Notify**”) shall be in writing and shall be given by (i) personal delivery, (ii) deposit in the United States certified, registered or express mail, return receipt requested, postage prepaid, addressed to

the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Subsection 14.4, or (iii) any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid, for next business day delivery:

If to the City:

Henry Darwin, City Manager
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

With a required copy to:

Emily Jurmu, City Attorney
City's Counsel: City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

If to Developer:

Mirage Charter LLC
Attention: Glenn Way and Brian Holmes
6913 E Rembrandt Ave, Suite 1
Mesa, AZ 85212
glenn@charter.one
brian@charter.one

With a required copy to:

Pew & Lake, PLC
Attention: W. Ralph Pw
1744 S. Val Vista Drive, Suite 217
Mesa, Arizona 85204
ralph.pew@pewandlake.com

14.4.2 Effective Date of Notices. Any Notice sent by United States Postal Service certified, registered, or express mail shall be deemed to be effective on the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any Notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any Notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt or refusal to accept receipt by the addressee. Notices transmitted digitally or electronically or by facsimile may be offered as a courtesy, but do not constitute "Notice" for the purposes of this Subsection 14.4. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. Any Party may designate a different person or entity or change the place to which any Notice shall be given as herein provided.

14.5 Time of Essence. Time is of the essence of this Agreement and each provision hereof.

14.6 Section Headings. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

14.7 Attorneys' Fees and Costs Between the Parties. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any such dispute will be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its reasonable costs of expert witnesses, transportation, lodging and meal costs of out-of-town parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

14.8 Exhibits. Without limiting the provisions of this Agreement, the Parties agree that all references to this Agreement include all exhibits designated in and attached to this Agreement, such exhibits being incorporated into and made an integral part of this Agreement for all purposes.

14.9 Integration. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

14.10 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of: (a) this Agreement as in full force and effect; and (b) the performance of the obligations hereunder at any time during its Term.

14.11 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Friday, Saturday, Sunday or legal holiday.

14.12 Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise. Wherever the City's consent is required to be given in this Agreement, such consent will be the consent of the City Manager (or his/her designee), without the requirement of the prior approval of the City Council unless required by Applicable Law, City policy, or recommended by the City Manager.

14.13 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective successors and assigns with respect to such Property. Wherever the term "Party" or the name of

any particular Party is used in this Agreement such term shall include any such Party's successors and assigns.

14.14 Recordation. Within ten (10) days after this Agreement has been approved by the City and executed by the Parties, the City shall cause this Agreement to be recorded in the Official Records of Maricopa County, Arizona.

14.15 Amendment. From time to time, Developer and City (acting through its City Manager or the City Manager's designee) may, by mutual written agreement, refine, amend, revise, change, or correct any part of this Agreement as the City and Developer deem necessary or preferable. The City Council authorizes its City Manager (or the City Manager's designee), in the City Manager's administrative capacity, to take any action that the City Manager deems necessary to carry out the intent and purpose of this Agreement, including without limitation to: complete all transactions contemplated within this Agreement, execute amendments to this agreement, and execute any other documents related to this agreement. Except as otherwise expressly provided for in this Agreement, no change or addition shall be made to this Agreement except by written amendment executed by the City and Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona. Upon amendment of this Agreement as established herein, references to "Agreement" or "Development Agreement" shall mean the Agreement as amended. The effective date of any duly processed minor or major amendment shall be the date on which the last representative for the Parties executes the Agreement. 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.

14.16 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, or capriciously and will not unreasonably withhold, delay, or condition any requested approval, acknowledgment or consent.

14.17 Nonliability of City Officials, Etc., and of Employees, Members and Partners, Etc. of Developer. No City Council member, official, representative, agent, attorney or employee of the City shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any default or breach by the City or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of the City under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against the personal assets of any of the individuals or entities who are members, managers, or officers of Developer.

14.18 City Council Action. Notwithstanding any language of this Agreement or any subsequent additional document, no City action shall be required by this Agreement, which either the City Attorney or City Manager determines should be presented to the City Council for formal action; unless and until said formal City Council action has been affirmatively taken and

such action is no longer subject to referendum. This Agreement does not bind the City Council or remove its independent authority to make determinations related to formal action of the City Council in any way.

14.19 No Partnership. This Agreement shall not be construed as creating a joint venture, partnership, or any other joint arrangement between Developer and City.

14.20 No Third-Party Beneficiaries. No person or entity shall be a third party beneficiary to the Agreement nor have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Developer's negligence, Developer's failure to comply with the provisions of this Agreement, or otherwise as a result of the existence of this Agreement.

14.21 Runs with the Land. The covenants, conditions, and restrictions in this Agreement create equitable servitudes upon every portion of the Property in favor of the City. These covenants, conditions, and restrictions run with the land and shall be prior, superior, and non-subordinated to any and all encumbrances placed against the Property after this Agreement is recorded.

14.22 Counterparts; Termination. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. In the event of any termination of this Agreement, the Parties shall have no obligations to each other except for any obligations that are stated to survive termination of this Agreement.

14.23 Arizona Law Provisions. To the extent required by Arizona State law:

14.23.1 No member, official, or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, that is prohibited by law. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

14.23.2 Developer certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in § 35-393, Arizona Revised Statutes, of Israel.

14.23.3 To the extent applicable under A.R.S. § 41-4401, Developer warrants compliance with all federal immigration laws and regulations that relate to their employees and contractors and their compliance with the e-verify requirements under A.R.S. § 23-214(A). The failure by Developer to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.23.4 To the extent applicable under A.R.S. § 35-394, Developer hereby certifies it does not currently, and for the duration of this

Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

DEVELOPER
MIRAGE CHARTER LLC
A Utah Limited Liability Company

By: _____
Printed name: _____
Title: _____

STATE OF ARIZONA)

COUNTY OF MARICOPA

On _____, 2024, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

[SIGNATURE PAGE CONTINUES]

CITY
CITY OF PEORIA, an Arizona municipal corporation

By: _____
Henry Darwin, City Manager

ATTEST:

By: _____
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

By: _____
Emily Jurmu, City Attorney

LIST OF EXHIBITS

- Exhibit A: Legal Description of Property**
- Exhibit B: Legal Description of Park Parcel**
- Exhibit C: Easement for Driveway and Parking Lot**
- Exhibit D: Minimum Park Standards**
- Exhibit E: Preliminary Site Plan**

EXHIBIT A

Legal Description of Property

Legal Description of the Property

PARCEL D-19 OF RE-PLAT FOR "VISTANCIA VILLAGE D SOUTH, PARCELS D-11/12, D-13/14, D-15/16, D-17, D-18, D-19, D-20, D-21 & D-22" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 1793 OF MAPS, PAGE 45.

EXCEPT ALL MINERALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT TO SAID LAND.

EXHIBIT B

Legal Description of Park Parcel

Legal Description of the Property

TRACT F OF RE-PLAT FOR "VISTANCIA VILLAGE D SOUTH, PARCELS D-11/12, D- 13/14, D-15/16, D-17, D-18, D-19, D-20, D-21 & D-22" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 1793 OF MAPS, PAGE 45.

EXCEPT ALL MINERALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT TO SAID LAND.

EXHIBIT C

Easement for Driveway and Parking Lot

When recorded, please return to:

City Clerk's Office
City of Peoria, AZ
8401 W. Monroe St.
Peoria, AZ 85345

ACCESS AND PARKING EASEMENT AGREEMENT

This Parking and Access Easement Agreement ("Easement") is made and entered into as of the ___ day of _____, 2024, (the "Effective Date") by and between MIRAGE CHARTER LLC, a Utah limited liability company (the "Owner"), and the City of Peoria, Arizona, an Arizona charter municipality (the "City").

RECITALS

- A. The Owner and other entities have caused to be dedicated to the City a park located at ***, as depicted in *Exhibit A* (the "Park").
 - B. The Owner is the owner of a school property as depicted in *Exhibit A* (the "School"). On the School property exist a certain driveway legally described in *Exhibit B* (the "Driveway") and a parking lot legally described in *Exhibit C* (the "Parking Lot").
 - C. The Owner and the City agree that it would be beneficial for patrons of the Park to use the Driveway to access the Park and to park in the Parking Lot while visiting the Park.
 - D. The Parties agree that the costs to repair and maintain the Easement will be born by the Owner.
- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Grant of Easement. The Owner, as of the Effective Date, hereby grants to the City, its successors, and assigns, and patrons of the Park the non-exclusive right for the Term (defined below) to access and enter and remain upon, over and across the surface of the Driveway and the Parking Lot for purposes of accessing and patronizing the Park. This Easement is subject to the following:

a. The Owner hereby covenants that it is lawfully seized and possessed of all rights necessary to grant the Easement, and that it will warrant the title and quiet possession thereto against the lawful claim of all persons.

b. With the written permission of the Owner, the Easement includes the right to cut back and trim such portion of the branches and tops of trees now growing or that may hereafter grow upon the Parking Lot, as may extend over the Parking Lot, so as to prevent the same from interfering with the efficient use of the Parking Lot and the right to complete any related maintenance.

c. The Owner shall not be responsible or liable for the security of or injury to anyone accessing the Park or any vehicles or other personal property located on the Easement. Use of the Parking Lot shall be limited to motor vehicle parking only except with written

permission from the Owner. Use of the Easement by the City and anyone else under this Easement shall be at their own risk.

d. The City of Peoria shall not be responsible for constructing or maintaining such Easement or for the construction of any improvements over and across the surface that may be deemed necessary to make such Easement accessible.

2. Term and Termination. The initial term of this Easement shall be for so long as the City intends to operate a park at the location generally depicted in **Exhibit A**. Any renewals thereafter shall be upon terms and conditions mutually agreed upon by the parties.

3. Runs with the Land. This Easement shall run with the land and shall be binding upon the City, the Owner, and their respective heirs, successors and assigns.

4. Miscellaneous. This Easement (a) may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and (b) shall be governed by and construed in accordance with the laws of the State of Arizona. Notices shall be sent by U.S. Mail to the following addresses or such other address as the parties may designate in writing.

If to the City:

Henry Darwin, City Manager
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

With a required copy to:

Emily Jurmu, City Attorney
City's Counsel: City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

If to Developer:

Mirage Charter LLC
Attention: Glenn Way and Brian Holmes
6913 E Rembrandt Ave, Suite 1
Mesa, AZ 85212
glenn@charter.one
brian@charter.one

IN WITNESS WHEREOF, the undersigned parties have executed this Easement as of the date first set forth above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

DEVELOPER
MIRAGE CHARTER LLC
A Utah Limited Liability Company

By: _____
Printed name: _____
Title: _____

STATE OF ARIZONA)

COUNTY OF MARICOPA

On _____, 2024, before me, _____, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

[SIGNATURE PAGE CONTINUES]

CITY
CITY OF PEORIA, an Arizona municipal corporation

By: _____
_____, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

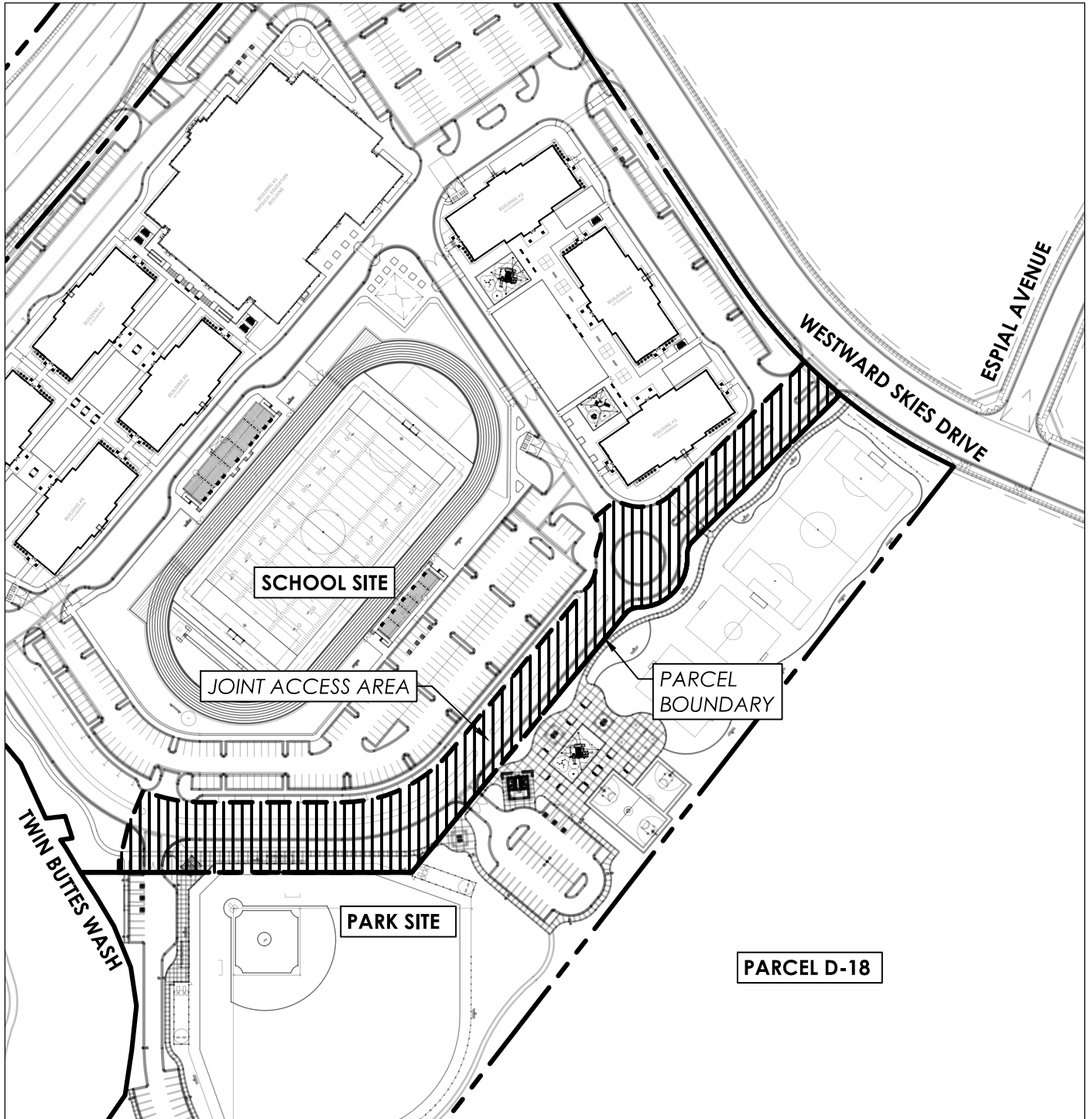
By: _____
City Attorney

[SEAL]

EXHIBIT A
Area Site Plan



SCALE: 1" = 200'



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PREPARED BY:



JOINT ACCESS EXHIBIT FOR ALA SCHOOL AND C.O.P. PARK

EXHIBIT B

Driveway Legal Description

EXHIBIT C

Parking Lot Description

EXHIBIT D

Minimum Park Standards

Peoria Park Amenity Standards & Priorities

Park Amenity	Priority Rank
Lighted Multi-Purpose Fields	1
5-12 Shaded Inclusive Playground w/ Swings	2
2-5 Shaded Inclusive Playground w/ Swings	3
Picnic Ramadas - Two Tables	4
Basketball Courts - Multi-Purpose - Lighted	5
Restrooms - Family /Maintenance Storage	6
Lighted Softball/Baseball Fields	7
Park Shade Elements - Airnasium	8
Lighted Walking Path Loops - Fitness Stations	9
Pickleball Courts - Lighted	10
Tennis Courts - Lighted	11
Volleyball Courts - Lighted	12
FFE - Picnic Tables, Benches, grills	13
Splash Pad	14
Dog Park	15
Concession Stand	16

Lighted Multi-Purpose Fields

Lighting Standards:

1. Lighting shall meet the current IES standards and the skill level of the highest play activity that is being provided.
2. The design shall be prepared to use the least number of light fixtures and electrical energy required to provide the specified lighting intensities.
3. Spill and glare shall be minimized. Photometric data and lighting density calculations must be provided at plan check phase.
4. Multi-purpose field lights shall be activated by means of an on-off switch located in a separate lockable (padlock) vandal resistant enclosure. The "On" switch shall be energized by a time clock. The clock shall turn the lights "Off" at a predetermined time. Lighting for each softball and soccer fields shall be on separate systems. Relay switches (contactors) of more than three poles or any other exotic switching equipment shall not be used.
5. There shall be a proprietary control system capable of turning the sports lighting on and off from a remote location. The control system shall be compatible with the lighting and electrical equipment provided.
6. Lighting Poles shall be a maximum height of 70 feet.
7. Field lighting poles shall be located outside the fenced play areas.

Park Field Lighting Levels		
Recreational Use	Horizontal Illumination	Uniformity
Soccer (Recreational)	20 foot candles	4:1 or less
Soccer (Amateur)	30 foot candles	3:1 or less
Softball (Infield)	30 foot candles	2.5:1 or less
Softball (Outfield)	20 foot candles	3:1 or less
Baseball (Infield)	50 foot candles	2:1 or less
Baseball (Outfield)	30 foot candles	2.5:1 or less
<i>Note: mixed use baseball/softball fields should defer to the baseball field lighting specifications listed above.</i>		

Materials (Multi-Purpose, Softball, Baseball Fields):

1. Baseball Infield Mix
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated or comparable products:

- i. Stabilizer Pro Red Infield Mix and Hilltopper Mound & Clay provided by the following manufacturer: Stabilizer Solutions
- ii. Color: Red

2. Turf Sand

- a. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated or comparable products:
 - i. Product: Pioneer Sand Company "Pioneer Park Sand" or approved equal. The sand shall be in accordance with the following gradation table:
 - ii. Aggregate Sieve Gradation for Sand

<u>Sieve Size</u>	<u>Percent Retained!</u>
#4	<5%
#10	<20%
#18	<20%
#35 and #60 Combined	<35%
#100	<25%
#270	<20%
#270 (Pan)	<8%

3. Turf Variety and Establishment

- a. Basis-of-Design Product: Turf Variety will be Tifway-419 or pre-approved variety/cultivar that is pre-approved by the city. Turf variety will be consistent with southwest turf cultural practices and water conservation management practices.
- b. Turf establishment will be by sprigging methods during grow in period. Per acre bushels will be established prior to turf designs based on duration of grow-in period. Sodding will be required if the sprigging establishment window schedule is not met. Sodding will require a pre-approved sod grower and designated field allotment of preferred warm season variety/cultivar to be on a sandy loam medium and weed free.

4. Warning Track Material

- a. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated or comparable products:
 - i. Apache Warning Track Mix (Red) provided by the following manufacturer:
 - ii. Color / Screen size: Red / 3 mL

Execution

5. Examination

- a. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content, sub grade and substrate conditions, drainage, and other conditions affecting performance of the Work.
- b. Proceed with installation only after unsatisfactory conditions have been corrected.
- c. Beginning installation constitutes Contractor's acceptance of substrates and conditions.

6. Preparation

- a. Subgrade shall be graded to a tolerance of within 0.10' of designed grade.
- b. Proper base preparation is essential in the performance of the infield mix, mound clay, warning track material, and turf sand. Base material should be leveled, or laser graded to same grade as infield mix, mound clay, warning track material, and turf sand. Base material must be level to ensure infield mix and mound clay are at a uniform depth of 6" across entire infield and a uniform depth of 8" across entire turf areas for sports field turf sand and 4" across entire turf areas for dog park turf sand. Warning track material should be installed to a 4" compacted depth.
- c. The turf sand may be installed in a single lift (install depth as required to achieve final compacted depth. Moisture of the sand will need to be monitored during installation.
- d. Pre-soak base material with water prior to installing infield mix and allow to dry. Once dry, compact base to 95% compaction for infields.

7. Blending

- a. Pro RedHilltopper Infield Mix is a solely owned patented process.
- b. Blending procedures are performed only by a licensed infield mix blender and can only be sold through licensed infield mix dealers.

8. Placement/Compaction

- a. Place infield mix at a 6" compacted depth. Place turf sand at an 8" depth at sports fields and 4" depth at dog park with low ground pressure vehicles.
- b. Grade infield mix and turf sand with box blade, laser grader or equal.
- c. Mound clay shall be installed at a 6" compacted depth in 2-3 lifts at the following locations on each softball field.
 - i. Pitching area – A 4 feet wide x 12 feet long rectangular shaped area shall be installed.
 - ii. Batters Boxes – A 10 feet wide x 20 feet long rectangular shaped area shall be installed. The mound clay should be placed so 4 feet of material will extend toward the pitching rubber from the top of home plate. There should 5 feet of material extending to the left and right from the center of home plate.
- d. Water heavily for full-depth moisture penetration of profile. Water activates Stabilizer®, saturate to total depth. Apply 25 to 45-gallons of water per 1-ton. Application test moisture using a probing device reaching full depth.
- e. Compact infield mix as needed. Installation methods may achieve desired hardness without compacting material. If infield mix is too soft or surface contains excessive loose material, compaction is needed.
 - i. Compaction can be achieved by a 1-ton double-drum roller.
 - ii. Compact material making 1 to 2 passes.
 - iii. Use plate compactor, water roller, or hand tamp on edges and hard to get areas.

9. Inspection

- a. Finished infield surface shall be uniform, solid under foot, with desired amount of loose surface material. Compacted infield mix shall be firm to full depth with no soft areas.

Drainage

1. General

- a. Drainage conduits
- b. Geotextile filter fabrics

2. Action Submittals

- a. Product Data
 - i. Drainage conduits, including rated capacities.
 - ii. Geotextile filter fabrics.
 - iii. Contractor shall provide submittals to demonstrate adequate prevention of sand infiltration into the perforated flat pipe drain.

3. Products Perforated Pipes & Fittings

- a. Basis-of-Design Product: Subject to compliance with requirements, provide products indicated on Drawings or comparable products.
- b. Pipe and Fittings: Perforated and non-perforated PE Pipe and Fittings: ASTM F 405 or AASHTO M 252, Type CP; corrugated, for coupled joints.
- c. Perforated PE Flat Pipe: ASTM D7001, with a minimum cell classification of 424420C per ASTM D3350.
- d. Couplings: Manufacturer's standard.

4. Soil Materials

- a. Drainage Course: Narrowly graded mixture of washed uncrushed pea gravel; with 100 percent passing a 1-inch sieve and 0 to 2 percent passing a No. 8 sieve.

5. Geotextile Filter Fabric

- a. Description: Fabric of PP or polyester fibers or combination of both, with flow rate range from 110 to 330 gpm/sq. ft. when tested according to ASTM D 4491.
- b. Structure Type: Nonwoven, needle-punched continuous filament.
- c. Survivability: AASHTO M 288 Class 2.
- d. Styles: Flat and sock.

6. Examination

- a. Examine surfaces and areas for suitable conditions where subdrainage systems are to be installed.
- b. Locate and mark existing utilities, underground structures, and aboveground obstructions before beginning installation and avoid disruption and damage of services.
- c. Proceed with installation only after unsatisfactory conditions have been corrected.

7. Earthwork

- a. Backfilling for turf sand base is specified previously in this section.

8. Round Perforated Piping Installation

- a. Install piping beginning at low points of system, true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in filtering material. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.
 - i. Sports Field Subdrainage: Install piping pitched down in direction of flow, at a minimum slope of 0.2 percent (0.0020 ft/ft) and with a minimum cover of 18 inches unless otherwise indicated.
 - ii. Coordinate placement of subdrainage piping with that of irrigation mainlines and laterals to be above or below subdrainage piping, adjusting irrigation piping depths as required.
- b. Use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.
- c. Install thermoplastic piping according to ASTM D 2321.
- d. Lay geotextile filter fabric in trench and overlap trench sides with fabricate least equal to the width of the trench.
- e. Place supporting layer of drainage course over compacted subgrade and geotextile filter fabric, to compacted depth indicated.
- f. Lay perforated pipe with perforations down with horizontal distance of at least 3 inches between pipe and trench walls.
- g. Add drainage course to top of drainage pipe.
- h. After satisfactory testing, cover drainage conduit to within 8 inches of finish grade.
- i. Wrap geotextile filter fabric, that was overlapped on trench sides, over top of drainage course.
- j. Fill to Grade: Place satisfactory turf sand material over drainage course. Fill to finish grade.

9. Flat Perforated Piping Construction

- a. Install piping beginning at low points of system (connecting to round perforated piping), true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in sand material. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.
- b. Sports Field Subdrainage: Install flat perforated piping pitched down in direction of use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.
- c. Install thermoplastic piping according to ASTM D 2321.
- d. Lay flat perforated pipe centered in shallow trench below bottom of field turf sand.
- e. Add turf sand to top of flat drainage pipe.

- f. Fill to Grade: Place satisfactory turf sand material over drainage course. Fill to finish grade.

10. Pipe Joint Construction

- a. Join perforated PE pipe and fittings with couplings according to ASTM D 3212 with loose banded, coupled, or push-on joints.
- b. Special Pipe Couplings: Join piping made of different materials and dimensions with special couplings made for this application. Use couplings that are compatible with and fit materials and dimensions of both pipes.

11. Basin and Cleanout Installation

- a. Basin and Cleanouts for Sports Field Subdrainage:
 - i. Install basins and cleanouts from piping invert to grade of caps or grates indicated. Locate cleanouts at beginning of piping run and at major changes in direction. Install fittings so cleanouts open in direction of flow in piping.
 - ii. In nonvehicular-traffic areas, use NPS 4 PVC pipe and fittings for piping branch fittings and riser extensions to clean out. In grass areas, bury basins and cleanouts to top of subgrade as indicated in the Drawings. In landscape areas, install to top of grade as indicated in the Drawings. Fill to grade, placing satisfactory turf sand material (in fields) or native soil (landscape areas) over cleanout. Fill to finish grade.
 - iii. As-built buried basins and cleanouts with measurements to at least two known points. Additionally, survey locations by GPS (≤ 0.33 -meter accuracy). For basins and cleanouts that do not contain metal, wrap three loops of electrical wire around structure to ease locating in the future.

12. Field Quality Control

- a. Tests and Inspections:
 - i. After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling.
 - ii. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.
 - iii. Drain piping will be considered defective if it does not pass tests and inspections.
 - iv. Prepare test and inspection reports.

13. Cleaning

- a. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

(2-5 and 5-12) Year Old Shaded Inclusive Playgrounds w/Swings

1. Playgrounds shall be designed to offer the greatest “play value” possible within the budgetary constraints and physical restrictions of the site. The play experience should challenge the users by addressing their physical, social, and mental development while providing entertainment.
2. Playgrounds shall be designed to be fully inclusive.
3. The play environment shall be safe, durable and vandal resistant, and require minimal maintenance.
4. At the time of product submittals, any substitutions of play equipment specified on construction plans must fit the designed play area and be approved by City staff.
5. Pre-school age children play areas, often referred to as tot-lots, should have an area of 2,500 square feet, and should be designed for pre-school age children of two to five (2-5) years of age, and have a maximum deck height of forty-eight inches (48”).
6. School age children play areas should have a suggested area of 5,000 square feet and should be designed for five to twelve (5-12) years of age and have deck heights ranging upwards of six feet (6’).
8. Composite play areas that serve children of both two to five (2-5) years and five to twelve (5-12) years should be a minimum of 7,000 square feet in size with functionally separate play structures.
9. For play structures designed for ages two to five years old, posts shall be 3- 1/2-inch minimum diameter steel or aluminum, or recycled plastic with aluminum framing.
10. For play structures designed for ages five to twelve years old, posts shall be five-inch minimum diameter steel or aluminum (no plastic).
11. Develop playgrounds that provide enhancement of children's total developmental needs, including physical, social, creative, reflective, and tactile experiences.
12. Design facilities to permit use by the physically disabled by providing ground play opportunities, transfer points to elevated play, and/or ramps, with engineered wood fiber or poured-in-place rubberized surfacing. Any deviations from this surfacing requirement shall be pre-approved by Parks and Recreation staff.
13. Play equipment design should consider durability and the long-term maintenance requirements of the specific equipment, as well as the potential for vandalism and graffiti.
14. All proposed play equipment is expected to be in place for a minimum of fifteen (15) years.
15. Exposed bolts shall be cut off flush at the nut and spot welded and shall be three to six inches below finish grade.
16. All posts should extend to the bottom of the footing with a minimum clearance of three inches (3”) on all sides of concrete footing. Provide a clamp or other acceptable mechanism to anchor the post inside the footing.
17. Use a pervious base under all rubberized playground surfaces.

Picnic Ramadas – Two Table

1. Prefabricated picnic shelters shall be all steel construction (two tiered if possible) to allow wind flow, unless approved by Department staff.
2. The finish shall be an electrostatically applied powder coat (minimum 11mm thick).
3. Roofs shall be standing metal seam or similar, with no exposed screws.
4. Design to reflect park and community character.
5. Ornamental stone or other column additions may be considered.
6. Provide shade ramadas that are free standing.
7. Provide shade structures with steel posts, and rigid metal roofing.
8. Ramadas shall have at least two picnic tables associated with it.

Basketball Courts – Multi-Purpose and Lighted

1. Court construction shall be a 6" thick post-tension concrete slab without expansion joints. Post tension slabs shall have appropriate markings identifying the court as post-tension.
2. Paved courts can be plain concrete with a medium broom finish and painted striping or can have a colored sports surfacing applied over the concrete, with painted striping. Surfacing and striping shall be wear resistant and slip resistant.
3. Minimum distance between courts when two or more courts are side by side or end to end is ten feet.
4. Provide a minimum of ten feet (10') between courts placed side-by-side, or end-to-end.
5. Backboards shall be all steel fan shaped with an emulsion type undercoat.
6. Rims shall be double rimmed with nylon nets.
7. Poles and extensions shall be galvanized steel.
8. Surrounding land uses must be considered for possible impacts from irrigation overspray, amenity noise conflicts, and lighting.

Restrooms – Family/Maintenance Storage

1. Restroom fixtures will be determined by the programmatic design elements that will be designed in the park.
2. Restroom buildings should be visible and in close proximity to a parking lot.
3. If applicable the restroom building should be visible and located within a 100' radius of children's play areas.
4. The restroom building should be visible and located within a 150' radius of sport fields.
5. The restroom building's perimeter, both impermeable and permeable, surfaces should have a minimum two percent (2%) slope away from all exterior walls within the limit of the first ten feet (10') for positive drainage.
6. Provide ample paving around the building perimeter for ease of accessibility and entry.

7. The restroom building's exterior and interior walls shall be constructed of split-faced or precision CMU block, with natural or painted surfaces, and shall be coated with anti-graffiti finish.
8. Roofs should be constructed of 18 gauge galvanized "Type B" metal roof deck on tube steel framing. Thicker gauge may be required for certain applications (e.g., high vandalism areas)
9. Floors shall be reinforced concrete slab foundation with a concrete sealer, sloped toward drainage and have a vapor barrier beneath.
10. Floor drains shall be a drainage channel located at the base of the wall on which plumbing fixtures are mounted. The drainage channel shall be continuous, have a minimum two percent (2%) slope, and have an ADA compliant drainage grate.
11. Ventilation and lighting should be natural, wherever possible.
12. Provide interior electrical overhead lighting with timers in all restroom buildings.
13. Fixtures shall be wall hung and of heavy-duty stainless-steel construction.
14. Provide secured maintenance room for cleaning and maintenance equipment/supplies that is a minimum width of fifteen feet (15') with a roll up entry door. Storage of baseball maintenance equipment will be required.
15. Pipe fittings shall be screw-on instead of slip-on.
16. Restroom buildings shall include the following, unless otherwise specified by departmental staff:
 - a. Provide floor drains and keyed hose bibs in each room and stall.
 - b. All fixtures, including sinks, toilets, handrails, and surface hand dryers should be stainless steel and vandal resistant.
 - c. All sinks, handrails, hand dryers, shall be installed per ADA specific heights, and components.
 - d. Toilet Paper Dispensers shall be provided in each stall and shall be anti-theft multi-roll with two or more roll storage capacity.
 - e. g) Doors should be steel gates with vertical stiles made of steel tubing running at equidistant intervals. Steel door should have a deadbolt housing unit to lock restrooms, when needed.
 - f. Integral floor to wall curbs to allow for cleaning of restrooms.
 - g. Privacy walls between stalls/urinals.
 - h. A minimum five-foot wide utility chase/storage area that includes a minimum of one duplex 120v GFCI outlet.
 - i. Triangular trusses along the top of the ceiling with security screens to allow light and ventilation.
 - j. Lights shall be on timers to reduce energy consumption.
 - k. Signage for restrooms.

Lighted Softball/Baseball Fields

1. See standards under Multi-Purpose Field specifications
 - a. Lighting
 - b. Turf Sand
 - c. Materials (Multi-Purpose, Softball, Baseball Fields)
 - d. Turf Establishment
 - e. Warning Track
 - f. Drainage
2. Ballfields shall be free of all rocks ½ inch diameter or larger to a depth of twelve inches.
3. Provide outfield fencing with poly-cap or equivalent safety fence guard.
4. Provide an infield irrigation system (pop-up rotors) when turf ballfield provided.
5. Provide a sub-surface drainage system.
6. To address errant balls along the foul ball lines, a physical buffer or sufficient space should be provided for public safety.
7. Fifty feet (50') along first and third baseline is recommended when there are adjacent recreational activities such as children's play area and ballfields.
8. The preferred single field orientation locates the third base line aligned with true north. However, some sites may require variations from this preferred orientation to allow for optimum utilization of a park site.
9. Maintenance access to ballfield lights shall be provided by concrete walkways or DG designed for heavy equipment.
10. Bleachers shall be placed a minimum of four feet from the fence line of the backstop.
11. Drainage catch basins, manholes, or other drainage or stormwater facility shall not be located within the field of play.
12. Locate all utility controls (sports lighting, infield irrigation controller, etc.) in an area convenient for operation and maintenance.
13. Provide backstop fencing as specified by DPR.
14. Install ground sleeves for portable fencing for various league field dimensions.
15. Provide shaded bleachers or spectator seating that shall be hot dipped galvanized steel, three rows minimum or five rows typical and fifteen feet long. Bleachers with five rows require guardrails. Specify spot welding of seats and foot planks to the bleacher frame, free of burrs and sharp edges.
16. All spectator seating shall accommodate ADA compliant seating and companion seating.
17. Provide chain link fence enclosed dugouts with shade covers, player's benches, bat racks, and area for equipment bags.
18. Provide a manually controlled system of high-speed rotors at the perimeter of the infield to wet the infield evenly and quickly.
19. Provide irrigation quick couplers at the fence line in two locations:
 - a. One (1) between home plate and first base
 - b. One (1) between home plate and third base

20. Provide two quick coupler valves in the turf area just beyond the perimeter of the infield outside of foul line. These valves shall be set at finish grade. Additionally, if recycled water is used, the quick coupling valves and high-speed rotors shall be connected to a potable water supply with adequate backflow protection.

Ball Field Dimensions				
	Left Field	Center Field	Baseline	Minimum Area
Baseball				
High School	320 – 350 feet	400 feet	90 feet	3.3 acres
Little League	250 feet	300 feet	80 feet	3.0 acres
Softball	200 feet	225 feet	60 feet	2.0 acres

Baseball Field Dimensions		
	High School	Little League
Baseline	90'	80'
Home to Second	127' 3 3/8"	113' 1 5/8"
Home to Front of Rubber	60' 6"	54'
Radius of Skinned Infield	95'	80'
Home Plate to Backstop	60'	40'
Home Plate Circle	26'	24'
Base Cut Out Radius	13'	12'
Dugout Distance from Foul Line	15'	12'
Home Plate to Left Field Distance	320 – 350'	250'
Home Plate to Center Field Distance	400' +	300'
Pitching Mound Diameter	18'	15'
Pitching Mound Height	10"	8"

Softball Field Dimensions	
	High School
Baseline	60'
Home to Second	84' 10"
Home to Front of Rubber	43'
Radius of Skinned Infield	60'
Home Plate to Backstop	25' min
Home Plate Circle	Varies
Base Cut Out Radius	N/A
Coach's Box from Foul Line	8'
Home Plate to Left Field Distance	190'

Home Plate to Center Field Distance	220'
--	------

Park Shade Elements – Airnasiums

1. Airnasiums shall be at least 18 feet high and sloped in a way (1:12) to provide maximum shade coverage.
2. Roof drainage may be required dependent on placement of canopy slope direction.
3. Airnasiums shall have lighting underneath the roof deck that allows for programming during park hours.

Lighted Walking Path Loops – Fitness Stations

1. Designated multiuse paths will be a minimum of 12 feet in width.
2. Sidewalks utilized specifically for pedestrians will be a minimum of 8 feet in width.
3. All multiuse paths will be located a safe distance away from active courts or fields.
4. Where concrete is used, it will be MAG “A” spec, 5-inch slump 3,000 pounds per square inch (psi), 6-inch-deep or 4-inch-deep with 6-inch turndowns. Curb ramps will be constructed in accordance with MAG Details.
5. Where concrete is not used, walkways will be surfaced with stabilized decomposed granite.
6. Sidewalk slopes and cross slopes will comply with Americans with Disabilities Act (ADA) standards, unless technically infeasible.
7. All walkways leading to, into, and throughout sporting areas will be ADA compliant unless to do so would fundamentally alter the nature of the facility/activity. At least four fitness stations shall be provided either grouped together or along a walkway or trail. Exercise/fitness stations on walkways should be between 50 and 200 yards apart.
8. All exercise/fitness areas shall be ADA accessible. Provide a compacted ADA surface material and adequate spacing consistent with achieving ADA access to individual exercise apparatus.
9. Provide durable and vandal resistant equipment for uses of all ages and fitness levels.

Pickleball Courts - Lighted

1. Court construction shall be a 6” thick post-tension concrete slab without expansion joints. Post tension slabs shall have appropriate markings identifying the court as post-tension.
2. Surfacing and striping shall be wear resistant and slip resistant.
3. Courts shall be orientated with the long axis north to south.

4. Provide a minimum of ten feet (10') between courts placed side-by-side, or fifteen feet (15') end-to-end.
5. Provide vented windscreen fabric on perimeter fencing on the court side of the fence. Fabric and color shall be approved by department staff.
6. Fencing shall be twelve (12') high chain link.
7. All pickleball posts shall be installed 12" outside of the sidelines of the court.
8. The net shall be suspended over the center of the court and should be at a height of 34" at the center of the court and 36" at the sidelines.

Tennis Courts - Lighted

1. Court construction shall be a 6" thick post-tension concrete slab without expansion joints. Post tension slabs shall have appropriate markings identifying the court as post-tension.
2. Surfacing and striping shall be wear resistant and slip resistant.
3. Side by side courts within one fenced enclosure should be a minimum of twelve feet (12') apart.
4. Courts shall be orientated with the long axis north to south.
5. Provide a minimum of ten feet (10') between courts placed side-by-side, or fifteen feet (15') end-to-end.
6. Provide vented windscreen fabric on perimeter fencing on the court side of the fence. Fabric and color shall be approved by department staff.
7. Fencing shall be twelve (12') high chain link.
8. All tennis posts shall be installed 12" outside of the sidelines of the court.
9. The net shall be suspended over the center of the court and should be at a height of 34" at the center of the court and 36" at the sidelines.

Volleyball Courts - Lighted

1. Volleyball courts shall be sand. Provide 20-30 mesh silica sand and affix court boundary nylon cords to sub-grade anchors. Although sand depths vary, a depth between twenty-four inches (24") and forty-two inches (42") is preferred. The sand play area should be contained by a six inch (6") wide rubberized border with a constant elevation around the perimeter of the court.
2. The twelve-foot (12') zone beyond the sand area should be turf.
3. All volleyball posts shall be galvanized. The posts and spacing shall accommodate a 32-foot wide by three-foot-tall net.
4. The net posts shall be eight feet (8') above the finish playing surface. The net shall have a stainless-steel cable along the top and rope along the bottom.

FFE – Picnic Tables, Benches, Grills

1. Picnic tables should be a minimum of six feet (6') long or round 4' diameter minimum top with perimeter seats.
2. All picnic tables should be anchored into concrete per manufacturer's specifications.
3. Provide a four-foot (4') clearance between each picnic table or other obstructions. Concrete pads shall extend four feet beyond the table/bench dimensions on all sides.
4. All picnic tables should be ADA compliant, and accessible from ADA path of travel.
5. Picnic tables at ADA accessible locations shall have one wheelchair accessible end area.
6. The orientation of picnic tables adjacent to walkways shall be perpendicular to the path of travel to discourage skateboard activity.
7. Table material may include precast concrete or metal with vinyl coating. Department staff shall determine material required based on location, theme, character, and use of the site.
8. Anti-graffiti coating shall be applied to all concrete tables.
9. The minimum length of a seating section should be six feet (6').
10. Material and type of bench to be used will be dependent on facility. Contact department staff for direction at the beginning of the design process.
11. Park benches shall be designed and located to discourage skateboard activity and shall be treated with anti-graffiti coating.
12. Provide benches at key locations throughout the park including at the park entry, at regular intervals along the main circulation path, singular and grouped to support gathering, for viewing activities or vistas, and at recreational facilities such as organized play areas, sport courts, etc. for supporting the visual supervision of children.
13. Benches should either incorporate shade or be located near shade trees where possible.
14. Whenever possible, situate benches with back toward a wall, landscape planting, or trees to increase a sense of user security.
15. Set benches back from circulation paths of travel to reduce pedestrian obstructions.
16. Benches should be evenly distributed throughout the park.
17. Benches should be located adjacent to a path of travel and should be ADA accessible with adjacent ADA companion seating.
18. Provide one (1) barbecue grill for every two (2) picnic tables.
19. All barbecue grills at ADA accessible sites must be wheelchair accessible.
20. Barbeques shall be located on a non-combustible surface such as concrete paving or stabilized decomposed granite; do not locate them in shrub/groundcover or mulch areas.
21. Group and individual barbecue grills should be in-ground mounted pedestal type with a side utility shelf. Firebox size should be approximately 20" wide x 15" deep x 10" high and is constructed with a minimum of three sixteenth inch (3/16") thick steel.

Dog Parks

1. The size of the Dog Off-Leash Area (DOLA) will reflect the amount of available land; however, the recommended minimum is one (1) acre and should comprise an area a minimum of three quarters ($\frac{3}{4}$) of an acre for big dogs and an area a minimum one quarter ($\frac{1}{4}$) of an acre for small, timid, older, or less mobile dogs.
2. It must have sufficient adjacent parking, preferably off street, that does not require users to cross a street; curbside parking is less desirable, but optional.
3. The topography must be considered, a portion of open play areas in both large dog and small dog parks must be ADA accessible and must not exceed two percent (2%) in any direction.
4. The preferred surface material for the department's open dog play areas is stabilized decomposed granite.
5. granite (D.G.). The D.G. can be of varying size but should not be greater than one-quarter inch (.25 inches) in size.
6. The D.G. surfacing should be installed upon entering the dog park, to the extent of providing an ADA accessible play area of equal proportion in relationship to the mulched play areas. This may be limited by the constraints of the site.
7. The D.G. will be installed six inches (6") in depth and all installation should be based on manufacturer's specifications.
8. Six inches (6") concrete curbs should be used as edging for the D.G.
9. All necessary drainage systems should be installed prior to the installation of the D.G.
10. Additional amenities such as agility equipment may be added with the approval of Department staff.

Ancillary Amenities

Functional Turf

1. All fields should have a one and five tenths' percent (1.5%) max. Slope for positive drainage. However, if specific site conditions make this unattainable, other drainage options will be considered.
2. The field area shall be free of drainage catch basins and manholes.
3. The long axis of the field should have a north/south orientation whenever possible.
4. Multiple fields being placed adjacent to one another shall be placed side by side. Fields may be "offset" to facilitate field layout but may not be end to end. The minimum space between fields should be twenty feet (20').
5. Provide an area of twenty feet (20') in width around the field's perimeter ten feet (10') minimum with no trees (measured from the maximum drip line), berms, planters, sidewalks, or light standards.
6. The playing surface shall not overlap onto a ballfield's skinned infield.

Park Lighting

1. Electrical work shall comply with the National Electric Code (Latest Edition), federal, state, and local jurisdiction codes.

2. All elements associated with the installation of lighting fixtures, poles, conduits, and other lighting elements shall comply with the most recent version of the Peoria Engineering Standards Manual.
3. Light poles shall not be installed in turf areas, unless approved by department staff.
4. All light poles shall have LED fixtures and new concrete pull boxes installed.
5. All lights shall be a minimum color temperature of 3000K.

Park Lighting Levels	
Recreational Use	Minimum Horizontal Illumination
Basketball	23-foot candles
Parking Lots	2-foot candles
Pathways	2-foot candles
Pickleball	39-foot candles
Playground	5-foot candles
Tennis	39-foot candles
<i>Note: Areas not specifically noted above shall have a minimum of 2-foot candles of horizontal illumination.</i>	

Park Landscaping

All landscaped and turf areas shall be supported by an automatic irrigation system which should be valve in head or drip systems. This system will be supported by an irrigation booster pump.

Plant materials utilized in landscaped areas must be included on the most recent edition of the Arizona Department of Water Resources (ADWR) Phoenix Active Management Area low water use/drought tolerant plant list.

A 3-foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach when mature.

All landscape areas shall have an applied topping of decomposed granite. Finished grade areas are to be raked and compacted as specified in MAG Sections 430 and left smooth and even with finish grade. Planted areas shall be installed at grade with all adjacent curbs, walks, and paving. Non-planted areas shall be at grade with all adjacent curbs and walks. Rolled and compacted decomposed granite needs to be flush with all hardscapes.

EXHIBIT E
Preliminary Site Plan

SYMBOL LEGEND

- ① KEYNOTE TAG
- P-1 FINISH TAG
- 101 DOOR TAG
- 11 WINDOW TAG
- SPOT ELEVATION 0'-0" = F.F.E.
- REVISION TAG
- WALL TAG
- B.O.J: BOTTOM OF JOIST
- B.O.D: BOTTOM OF DECK
- T.O.W: TOP OF WALL
- FG: FINISH GRADE
- T.O.P: TOP OF PARAPET
- F.F.E: FINISH FLOOR ELEVATION
- LTS: LIGHTS
- F.O.S: FACE OF STUD
- F.O.F: FACE OF FINISH
- FE: FIRE EXTINGUISHER
- TB: 4x4 TACK BOARD
- 12x4 12x4 WHITE BOARD CONFIGURATION
- 16x4 16x4 WHITE BOARD CONFIGURATION
- 24x4 24x4 WHITE BOARD CONFIGURATION

PRELIMINARY NOT FOR CONSTRUCTION



carhuff+cueva architects, llc

2930 n swan rd #210
tucson, arizona 85712
phone 520.577.4560
www.cca-az.com

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MCR
AMERICAN LEADERSHIP ACADEMY
VISTANCIA NEIGHBORHOOD

CONSTRUCTION DOCUMENTS

REVISION	DATE	DESCRIPTION	BY

PROJECT NO: _____

DATE: **FEBRUARY 9, 2024**

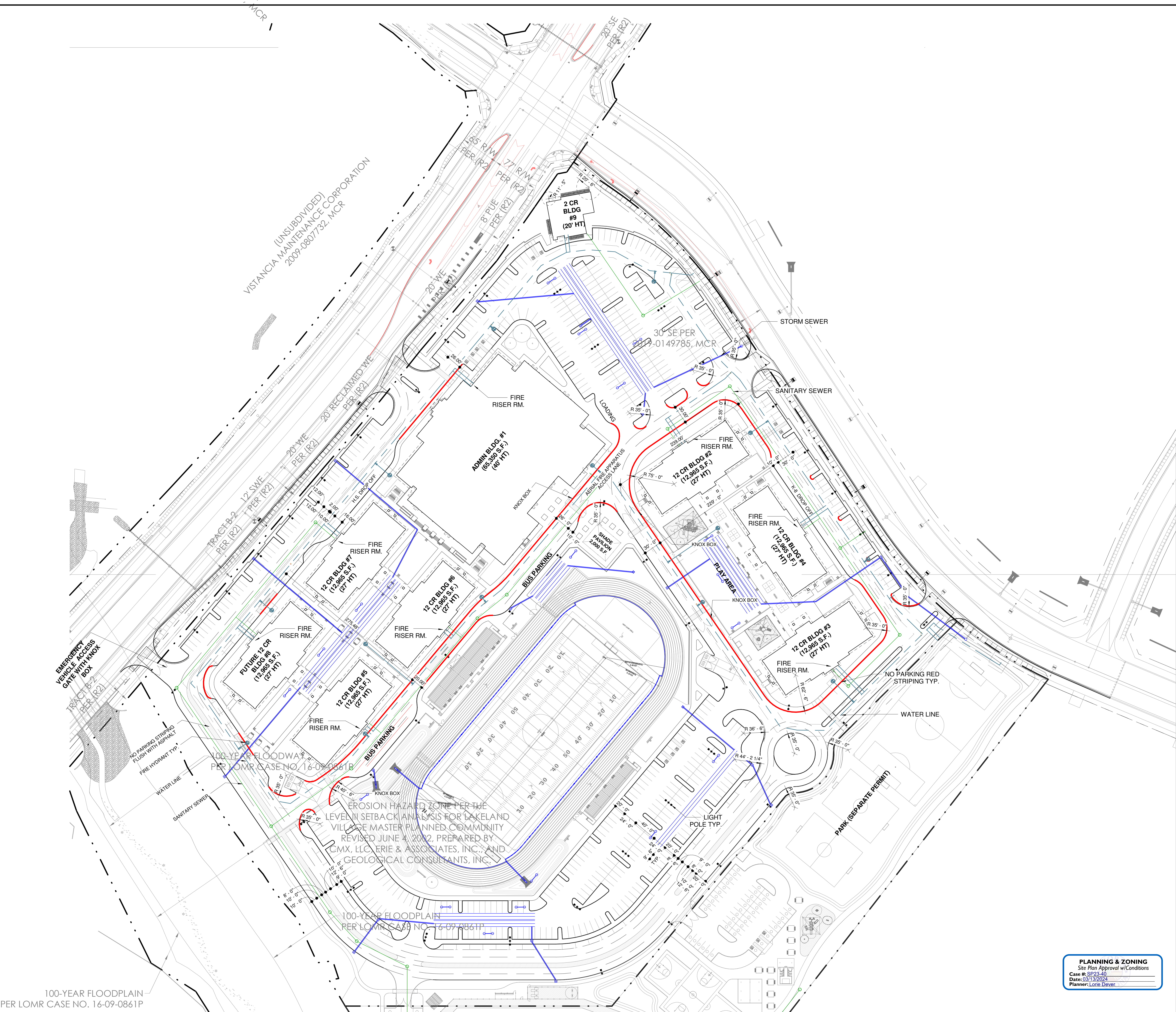
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DRAWING TITLE: **SITE PLAN**

DRAWING NUMBER: **SD100**

DATE: _____

BY: _____

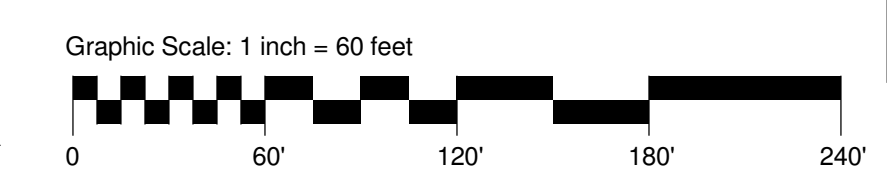


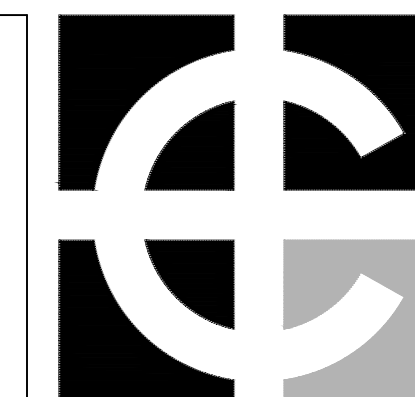
EROSION HAZARD ZONE PER THE LEVEL IN SETBACK ANALYSIS FOR LAKE LAND VILLAGE MASTER PLANNED COMMUNITY REVISED JUNE 4, 2002, PREPARED BY CMX, LLC, ERIC & ASSOCIATES, INC., AND GEOLOGICAL CONSULTANTS, INC.

100-YEAR FLOODPLAIN PER LOMR CASE NO. 16-09-0861P

SITE PLAN A.P.N. 501-08-937
SD100 1" = 60'-0"

PLANNING & ZONING
Site Plan Approval w/Conditions
Case #: SP23-46
Date: 03/13/2024
Planner: Lore Dever





THOMAS + CROWLEY

LANDSCAPE ARCHITECTURE
+ PLANNING
+ SITE DESIGN
+ CONSTRUCTION
MANAGEMENT

1150 N. COUNTRY CLUB DRIVE
SUITE 111
MESA, AZ 85201
PH: 480-878-4708

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T+C P-N.O.

223027

SEAL



EXPIRES 12/31/25

PROJECT

VISTANCIA PARK

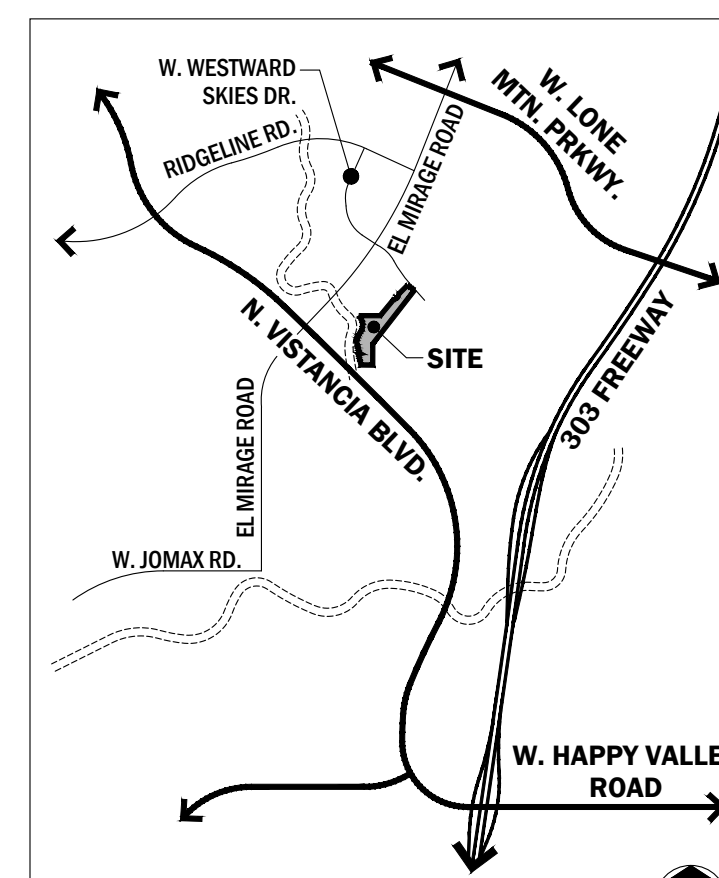
FIVE NORTH AT VISTANCIA
PEORIA, ARIZONA

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ARIZONA BLUE STAKE 602-263-1100
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OUTSIDE MARICOPA COUNTY

ISSUE/REVISION DATE
PRELIMINARY SUBMITTAL 03.05.2024
PRELIM CITY COMMENTS 06.21.2024



VICINITY MAP
PLAN SCALE: N.T.S.

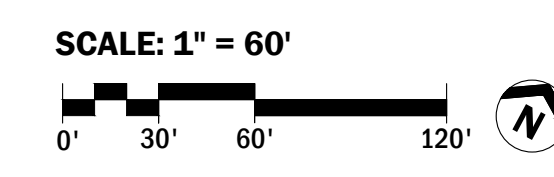
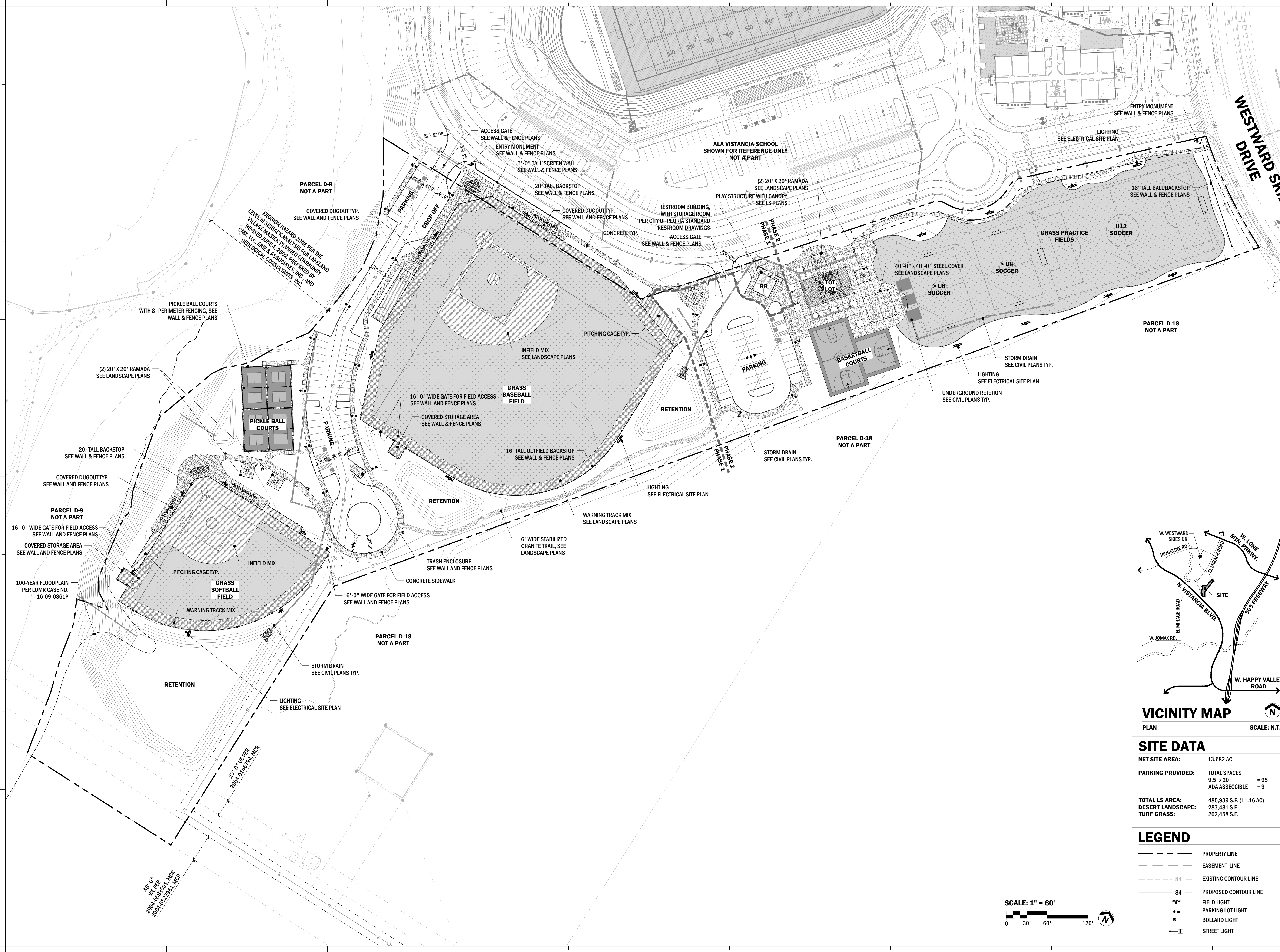
SITE DATA	
NET SITE AREA:	13.682 AC
PARKING PROVIDED:	TOTAL SPACES = 95
	9.5' x 20' = 95
	ADA ASSECCIBLE = 9
TOTAL LS AREA:	485,939 S.F. (11.16 AC)
DESERT LANDSCAPE:	283,481 S.F.
TURF GRASS:	202,458 S.F.

LEGEND	
	PROPERTY LINE
	EASEMENT LINE
	EXISTING CONTOUR LINE
	PROPOSED CONTOUR LINE
	FIELD LIGHT
	PARKING LOT LIGHT
	BOLLARD LIGHT
	STREET LIGHT

SITE PLAN

SHEET # SHEET REFERENCE

1 OF 1 **SP1.1**



SCALE: 1" = 60'

EROSION HAZARD ZONE PER THE VILLAGE MASTER PLAN FOR LAKE AND REISED JUNE 2002, PREPARED BY CMX, L.C. THE & ASSOCIATES, INC. AND GEOLOGICAL CONSULTANTS, INC.

100-YEAR FLOODPLAIN PER LOMR CASE NO. 16-09-0861P

40'-0" ILE PER 2004-09-29-01, MCR
25'-0" ILE PER 2004-09-29-01, MCR