

**RESOLUTION NO. 22-55**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, APPROVING AND ADOPTING A PRE-ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MARICOPA AND PECAN WOODS, L.L.C., IN COMPLIANCE WITH A.R.S. §9-500.05 AND PURSUANT TO THE TERMS OF SENATE BILL 1594, FIFTY-FIFTH LEGISLATURE, SECOND REGULAR SESSION (TO BE CODIFIED AS A.R.S. §9-471(T)).**

**WHEREAS**, pursuant to A.R.S. §9-500.05 and the terms of Senate Bill 1594, Fifty-Fifth Legislature, Second Regular Session (to be codified as A.R.S. §9-471(T)), Pecan Woods, L.L.C. (“Owner”) requested that the City of Maricopa enter into a Pre-Annexation Development Agreement in a form which is attached to this Resolution and by this reference made a part hereof; and

**WHEREAS**, the City of Maricopa believes that it is in the best interest of the City to enter into this Pre-Annexation Development Agreement in order to facilitate the annexation of the property subject to the Agreement.

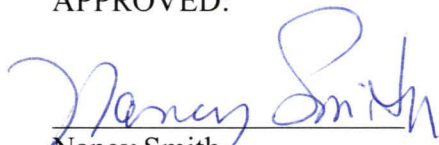
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Maricopa, Arizona, as follows:

**Section 1.** The City of Maricopa by the requisite vote of its City Council hereby approves and adopts, and authorizes and instructs its Mayor on behalf of the City of Maricopa to enter into the Pre-Annexation Development Agreement with Pecan Woods, L.L.C., in the form attached to and made a part of this Resolution.


**Section 2.** Pursuant to A.R.S. §9-500.05(G), the provisions of this Resolution are not enacted as an emergency measure and shall not be effective for thirty (30) days.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Maricopa, Arizona this 6<sup>th</sup> day of September, 2022.

APPROVED:

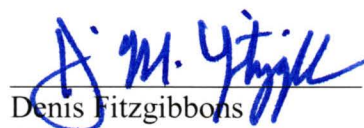
  
Nancy Smith  
Mayor

ATTEST:

  
Vanessa Bueras, MMC  
City Clerk



APPROVED AS TO FORM:

  
Denis Fitzgibbons  
City Attorney



When Recorded Return to:

City of Maricopa  
City Clerk  
39700 West Civic Center Plaza  
Maricopa, Arizona 85138

DATE/TIME: 10/27/2022 1538  
FEE: \$30.00  
PAGES: 78  
FEE NUMBER: 2022-111131

## PRE-ANNEXATION DEVELOPMENT AGREEMENT

This pre-annexation development agreement (“Agreement”) is entered into this 6<sup>th</sup> day of SEPTEMBER, 2022 (“Effective Date”), by and between the City of Maricopa, an Arizona Municipal Corporation (“City”) and Pecan Woods, LLC (“Owner”). The Owner and City are collectively referred to herein as “Parties” and individually as “Party.”

### RECITALS

**A.** Owner owns that certain real property located in Pinal County, Arizona, consisting of approximately 160 acres and generally located at the southeast corner of W. Papago Road and N. Amarillo Valley Road and known as Pecan Woods (the “Property”). The Property is legally described on Exhibit A, attached hereto.

**B.** The Property is zoned CR-3 Single Residence with a Planned Area Development Overlay (“CR-3 PAD”) pursuant to the Pecan Creek PAD (Pinal County Case No. PZ-018-03 and PZ-PD-018-03 as recorded in the Official Records of Pinal County Recorder on April 7, 2005 at Fee No. 2003-069513 (see Exhibit B) (collectively, the “Pecan Woods PAD”). The Pinal County Zoning Ordinance, including applicable development standards and design guidelines, the Pinal County Engineering Design Standards and Pinal County Subdivision Ordinance that are in place on the effective date of this Agreement further govern the development of the Property (“Pinal County Land Use Regulations”). Preliminary plats for the Property, totaling 585 residential lots (“Preliminary Plats”), have been approved pursuant to Case No. S-035-20 (See Exhibit C). Final plats for the Property are under review with Pinal County, totalling 585 residential lots, Case Nos. S-035-20 (“Final Plats”) (see Exhibit D); (together, the Pecan Woods PAD, the Pinal County Land Use Regulations, the Preliminary Plats and the Final Plats are the “Property Entitlements”). The Property Entitlements further include: 1) any Improvement Plans (defined in Section 6.1 below), 2) approved modifications to the Preliminary Plats or Final Plats, 3) approved amendments to the Pecan Woods PAD, and 4) building or construction permits and any other land use or development approvals or permits issued for the Property prior to annexation into the City.

**C.** Owner has not yet started construction on the Property pursuant to the Property Entitlements, but anticipates that construction may commence and the first home closings to retail homebuyers may occur prior to Annexation of the Property into the City.

**D.** The Owner and City acknowledge and agree that the City will provide fire protection services for the Property pursuant to the terms and conditions of the separate Fire Protection Services Agreement by and between the City and the South Maricopa Fire Association

dated \_\_\_\_\_, 2022 (“Fire Service Agreement”). The Owner is a party to the Fire Service Agreement.

**E.** Once the Property is legally eligible for annexation pursuant to the requirements of Arizona Revised Statutes (“A.R.S.”) §9-471 *et seq* (“Annexation Statutes”), Owner and City desire that the Property be annexed into the corporate limits of the City and be developed as an integral part of the City. The Owner and City will work together cooperatively to comply with the requirements of the Annexation Statutes to annex the Property into the City.

**F.** In accordance with A.R.S. §9-471(M), the City desires to annex the Property and intends to support a rezone of the Property that will permit development, including densities, uses, development standards, engineering design standards, and design guidelines consistent with and comparable to the Property Entitlements as permitted by Pinal County at the time of annexation. Notwithstanding anything to the contrary set forth herein, to the extent a conflict is found between the terms of this Agreement and any future zoning approval, this Agreement shall control.

**G.** The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of, and entered into pursuant to the terms of, A.R.S. §9-500.05, in order to facilitate the Property development, and is also a pre-annexation agreement setting forth the terms and agreeing to future annexation of the Property pursuant to the terms of Senate Bill 1594, Fifty-Fifth Legislature, Second Regular Session, as signed by the Governor on May 2, 2022 and effective on the General Effective Date (to be codified as A.R.S. §9-471(T)).

Now, therefore, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

### **AGREEMENT**

1. **Incorporation of Recitals.** The Parties acknowledge the accuracy of the foregoing Recitals. Each of the foregoing Recitals is hereby incorporated into this Agreement by this reference and is made a part hereof.

2. **Effective Date.** This Agreement will be effective on the date on which all of the following has occurred with respect to the Property (“Effective Date”):

2.1. Approval of a resolution by the City of Maricopa City Council authorizing execution of this Agreement by the City,

2.2. Execution of this Agreement by the duly authorized representatives of the Parties,

2.3. Recordation of this Agreement in the Official Records of the Pinal County Recorder.

3. **Term.** This Agreement will remain in effect for ten (10) years following the Effective Date and shall be extended for successive five (5) year term periods by mutual written

agreement of City and Owner. This Agreement may also be terminated upon occurrence of one of the following:

- a. City and Owner mutually agree in writing to the termination of this Agreement, or
- b. The Fire Service Agreement by and between the City and the South Maricopa Fire Association is terminated, the Property has not been annexed into the City pursuant to Section 4 below, and the City or Owner thereafter provides thirty (30) days written notice to the other party terminating this Agreement.

4. **Annexation.**

4.1. **Annexation.** Once the Property is legally eligible for annexation pursuant to the Annexation Statutes, the City will create a map and legal description of the territory to be annexed consistent with the legal description and depiction of the Property attached as Exhibit A hereto (“Annexation Property”) and provide a copy of the proposed Annexation Property to the Owner for review. Thereafter, the City will initiate the annexation process by filing a blank annexation petition with the Pinal County Recorder and hold a hearing on the blank petition consistent with the requirements of the Annexation Statutes and all other applicable laws, ordinances and rules (the “Annexation Laws”), to annex the Annexation Property into the City. The City will timely publish, mail and post the required notices and hold a public hearing, as required under the Annexation Laws in connection with the annexation of the Annexation Property into the City. Prior to the Council’s consideration of the annexation of the Annexation Property, the Owner will deliver to the City any reasonably required documents related to the annexation duly executed by the Owner, for the portion(s) of the Annexation Property then owned by the Owner. City acknowledges that Owner is currently developing the Property and may have sold individual lots within the Property to retail homebuyers (“Retail Homebuyers”) by the time of annexation. City and Owner hereby acknowledge and agree that this Agreement shall serve as a pre-annexation agreement to future annexation and that Owner and its successors and assigns, including Retail Homebuyers, are not required to sign an annexation petition in order for the City to effectuate an annexation of the Annexation Property in accordance with Senate Bill 1594, Fifty-Fifth Legislature, Second Regular Session, as signed by the Governor on May 2, 2022 and effective on the General Effective Date (to be codified as A.R.S. §9-471(T)). The City shall be responsible for all fees associated with the statutory annexation process.

4.2. **Annexation of the Property.** The City, after complying with all statutory requirements, will hold the required public hearings and duly consider annexation of the Annexation Property into the City in compliance with the Annexation Laws. The City, if shown to be in its best interest, will adopt an ordinance annexing the Annexation Property into the corporate limits of the City (the “Annexation Ordinance”). Notwithstanding the foregoing, the Owner acknowledges that the City’s approval of City zoning of the Annexation Property (“City Zoning”) will occur after the adoption of the Annexation Ordinance, provided that City agrees to place the City Zoning on the same agenda as the Annexation Ordinance.

4.3. **Recording of Agreement.** The Parties acknowledge and agree that this Agreement will be recorded in the Official Records of the Pinal County Recorder as means of

providing notice to any of Owner's successors or assigns including, but not limited to Retail Homebuyers, of the intent to annex the Property into the City and expectation that this Agreement is a pre-annexation agreement to future annexation of the Property in accordance with A.R.S. §9-471(T) as discussed in Section 4.1 above. Owner's successors or assigns including, but not limited to Retail Homebuyers, will be expected to deliver to the City any reasonably required documents related to the annexation duly executed as requested by the City.

## **5. Zoning.**

5.1. In accordance with A.R.S. §9-471(M), immediately after the adoption of the Annexation Ordinance and on the same City Council agenda, the City will duly consider and adopt City Zoning that will permit development, including densities, uses, development standards, engineering design standards, and design guidelines consistent with and comparable to the Property Entitlements as permitted by Pinal County at the time of annexation. The City shall be responsible for all fees associated with the zoning process required by A.R.S. §9-471(M).

5.2. In the event Owner wants to rezone the Annexation Property after the adoption of the Annexation Ordinance to a zoning classification other than as required by A.R.S. §9-471(M) ("Future Zoning"), Owner will submit to the City, as soon as possible after the adoption of the Annexation Ordinance and City Zoning, an application for the approval of the desired zoning for the Annexation Property consistent with the City's standard processes. The Parties expressly acknowledge and agree that any Future Zoning will be consistent with the portions of the City's General Plan applicable to the Property. The Owner shall be responsible for all fees associated a zoning process for the Future Zoning other than that process required by A.R.S. §9-471(M).

## **6. Development of the Property.**

6.1. County Approvals. The City acknowledges that the Property has vested property rights pursuant to the Property Entitlements and is under development in Pinal County. The City, in consideration of annexation into its municipal limits, hereby acknowledges Owner's vested rights under the Property Entitlements and agrees to acknowledge and accept the Property Entitlements. In the event that any necessary improvement plans, including, but not limited to, roadway improvement, grading, drainage, landscaping and lighting plans (the "Improvement Plans") have not been submitted to the County for review and approval at the time of annexation, Owner shall submit such Improvement Plans to the City for review and approval in accordance with the City's rules and regulations in effect at the time of submittal, provided that such rules and regulations are not in conflict with and do not materially change the Property Entitlements. If, at the time of annexation, Improvement Plans, or any plan review applications or building permit applications have been submitted to the County for review, but are not yet approved by the County ("In Process Plans"), then the review and approval of such In Process Plans may be completed in the County and will be accepted by the City so long as Owner diligently proceeds with obtaining such approvals in a timely manner. Upon annexation of the Property into the City, the City agrees that Owner will not be subject to any City design guidelines or home product review processes that materially change the Property Entitlements and further agrees that the Property Entitlements will govern development of the Property unless and until Owner seeks to modify the Property Entitlements after annexation into the City. To the extent the Property Entitlements do not address

or are otherwise silent regarding certain aspects of development, Owner agrees the Property will be subject to the standard City rules and regulations related thereto provided that the City's standard rules and regulations are not in conflict with and do not materially change the Property Entitlements.

6.2. Development Agreements. The Parties hereby agree that any agreements approved by the County related to the Property, other than the Property Entitlement approvals set forth herein, shall be of no further force or effect and the City shall have no obligations pursuant thereto after the approval of the Annexation Ordinance. The Parties, in their sole and absolute discretion, may enter into an agreement related to the development of the Property after approval of the Annexation Ordinance.

6.3. City Rules and Regulations. The City acknowledges and agrees that Owner has entitled the Property in the County pursuant to the Property Entitlements and may commence construction and development on the Property in the County prior to annexation into the City and, therefore, has a vested right to continue and complete development of the Property under the County approved Property Entitlements. Except as required for health, safety and public welfare, Owner shall be allowed to continue and complete development of the Property consistent with the Property Entitlements and will not be subject to any City rules and regulations that conflict with the Property Entitlements. The City shall be prohibited from requiring any change or alteration to previous County approved building plans or subdivision designs, specifically including lot sizes, building setbacks and/or garage width requirements as are set forth in any County approved zoning, tentative plats or final plats on the Property, even if such building plans or subdivision designs and lot sizes building setbacks and/or garage width requirements are nonconforming to City codes and standards.

6.4. Review of Design and Construction Plans. Prior to approval of the Annexation Ordinance, Owner agrees to submit to the City a courtesy copy of any zoning amendments, preliminary or final plats, improvement plans or other entitlements being submitted to or under review by the County. Subject to Section 6.5 below, and otherwise notwithstanding anything to the contrary set forth herein, after approval of the Annexation Ordinance, the City shall have the right and authority to review and approve the Improvement Plans and specifications related thereto prior to any work related to those plans being commenced and, if there are any revisions to those plans and specifications after the work is commenced, to review and approve any revisions to the plans and specifications to ensure such plans and specifications are in accordance with applicable Property Entitlements or City standards. In addition, after approval of the Annexation Ordinance, the City shall have the right and authority to inspect the ongoing construction of improvements to ensure that such construction is performed in accordance with the applicable Property Entitlements or City standards, subject to the terms of Section 6.5 below.

6.5. Construction. This paragraph only applies after adoption of the Annexation Ordinance. Owner has the right, but not the obligation, to construct or cause to be constructed all improvements necessary for the development of the Property at Owner's sole cost and expense. Owner shall construct and install all improvements in a good and workmanlike manner in conformity with the applicable Property Entitlements or City standards, as applicable. After approval of the Annexation Ordinance and upon completion of the installation and construction of

any Public Improvements, which may include public water, sewer, drainage or roadway improvements (“Public Improvements”), Owner will convey such Public Improvements to the City, lien and debt free, after acceptance of such Public Improvements by the City in accordance with the City’s standard practices. City agrees to accept Public Improvements approved, constructed and accepted by the County in accordance with the standards, specifications and warranty periods of the County. For Public Improvements partially constructed in the County at the time of annexation, City agrees to follow the County standards for review, approval and acceptance rights over such Public Improvements, including any applicable County warranty period, and that City will accept such Public Improvements as if construction were completed in the County so long as Owner diligently proceeds with completing such Public Improvements. For the sake of clarity, if a Public Improvement is completed in the County and the warranty period has begun, but is not yet completed prior to Annexation of the Property, the County standards and warranty period will continue to apply but the City will have authority over final acceptance of such improvements at the conclusion of the warranty period. For Public Improvements wherein construction is started and completed in the City after annexation of the Property, Owner agrees to provide a standard and customary warranty related to such improvements as normally required by the City’s rules and regulations.

6.6. Fees. The City hereby acknowledges and agrees that Owner will not owe the City any fees already paid by Owner to the County for any Property Entitlements. Owner hereby acknowledges and agrees that, after approval of the Annexation Ordinance, Owner will be subject to any and all applicable fees of the City, including development impact fees, review fees and inspection fees (“City Fees”) related to plan review, permitting and inspections for the development of the Property to the extent that such processes are initiated in or transferred to the City after annexation of the Property and such fees were not previously paid to the County. City Fees will not be assessed for In Process Plans started in the County but not finalized by the County until after annexation.

6.7 Assurances. After approval of the Annexation Ordinance, Owner, or its successors and/or assigns, agrees to transfer any financial assurance provided to the County, or provide to the City equivalent financial assurances, to assure completion of any Public Improvements that are under construction, with such financial assurance in a form, substance and amount consistent with the applicable provisions of the City’s subdivision ordinance provided that the term or amount of any such financial assurances are not extended or increased beyond the requirements of the County. For Public Improvements that are under construction after approval of the Annexation Ordinance, Owner, or its successors and/or assigns, agrees to provide the City financial assurance consistent with the applicable provisions of the City’s subdivision ordinance. Additionally, for Public Improvements that have been completed and accepted by the County prior to approval of the Annexation Ordinance and where any required financial assurances have been returned or terminated by the County, no additional financial assurances will be required for any such Public Improvements upon annexation into the City. For Public Improvements completed and accepted in Pinal County prior to annexation, Pinal’s County’s standard and customary warranty periods shall apply. For Public Improvements completed and accepted in the City after annexation, the City’s standard and customary warranty periods shall apply.

7. **Cooperation and Alternative Dispute Resolution.**

7.1. **Appointment of Representatives.** To further the cooperation of the parties in implementing this Agreement, the City and Owner shall each designate and appoint a representative to act as a liaison between the City and its various departments and Owner. The initial representative for the City (the "City Representative") shall be the City Manager, Rick Horst and the initial representative for Owner shall be Chase Emmerson (the "Owner Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development.

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

7.3. **Dispute Resolution.** In the event a dispute arises under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a ninety (90) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association but shall not be under the administration of the AAA unless agreed to by the Parties in writing, in which case all administrative fees shall be divided evenly between the City and Owner. The matter in dispute shall be submitted to a mediator mutually selected by Owner and the City. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the City and Owner shall request that the Presiding Judge of the Superior Court in and for the County of Pinal, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years' experience in mediating or arbitrating disputes relating to real property. The cost of any such mediation shall be divided equally between the City and Owner. The results of the mediation shall be nonbinding with any Party free to initiate litigation upon the conclusion of the latter of the mediation or of the ninety (90) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. §12-2238.

8. **Notices and Filings.**

8.1 **Manner of Serving.** Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:



The City: City of Maricopa  
Attn: Rick Horst, City Manager  
39700 West Civic Center Plaza  
Maricopa, Arizona 85138  
Rick.Horst@maricopa-az.gov

City of Maricopa  
Attn: Denis Fitzgibbons, City Attorney  
1115 E. Cottonwood Lane, Suite 150  
Casa Grande, AZ 85122  
denis@fitzgibbonslaw.com

Owner: Pecan Woods, LLC  
Attn: Chase Emmerson  
7373 N. Scottsdale Road, Suite B210  
Scottsdale, AZ 85253  
chase@finalplat.com

Copy To: Gammage & Burnham, PLC  
Attn: Susan E. Demmitt  
40 N. Central Avenue, 20<sup>th</sup> Floor  
Phoenix, AZ 85004  
sdemmitt@gblaw.com

or to such other addresses as either party hereto may from time to time designate in writing and delivery in a like manner.

8.2 Mailing Effective. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (i) actual receipt by the party; (ii) delivery to the addressed of the party; or (iii) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the party.

## 9. General.

9.1. Waiver. No delay in exercising any right or remedy shall constitute a waiver. No waiver by the City or Owner of any breach of a covenant or condition of this Agreement shall be construed as a waiver of any proceeding or succeeding breach of the same or any other covenant or condition of this Agreement. No waiver shall be effective unless in writing and signed by the granting party.

9.2. Council Action Requirement. The Parties acknowledge that, notwithstanding any language of this Agreement, no act, requirement, payment, or other agreed upon action to be done or performed by the City which would, under any law require formal action, approval, or concurrence by the City Council, will be required to be done or performed by the City

unless and until formal Council action has been taken and completed. This Agreement in no way acquiesces to or obligates the City to perform a legislative act.

9.3 Further Acts. Each party agrees in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement. However, the Parties acknowledge that City is limited in its actions by law and ordinances.

9.4. Runs with the Land; Successors and Assigns. The covenants, terms and provisions of this Agreement run with the Property, and any portion thereof, and is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Wherever the term "Owner," "City," or "Party" is used in this Agreement, such term includes any such Party's permitted successors and assigns. Except for assignments to Transferees as permitted in Section 9.9 (for which the City's consent is not required), this Agreement cannot be assigned by either party without written consent of the other party. Such consent shall not be unreasonably withheld. Owner's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Pinal County, Arizona, expressly assigning such rights and obligations, except as otherwise provided. The Parties hereby acknowledge and agree that this Agreement is not intended to and does not create conditions or exceptions to title or covenants running with the individual residential lots once such lot is sold to a Retail Homebuyer, or any tracts of land intended to be dedicated or conveyed to the County, City, any other public or quasi-public entity, any utility provider, any homeowners association or any school district ("Excepted Successor"). Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall terminate without the execution or recordation of any further document as to any portion of the Property owned by or conveyed to an Excepted Successor and thereupon such Excepted Successor shall be released from and no longer subject to or burdened by the provisions of this Agreement; provided that the provisions of Section 4 of this Agreement regarding Annexation apply to all portions of the Property, even those conveyed to or owned by an Excepted Successor, until such time as the Annexation Ordinance is approved and the Property is finally annexed into the City.

9.5. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Owner and the City. No term or provision of this Agreement shall be for the benefit of any person or entity not a party hereto and no such other person or entity shall have any right or cause of action hereunder.

9.6. Indemnification. To the fullest extent allowed by law, Owner shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the exercise of this Agreement by Owner.

9.7. Entire Agreement. This Agreement and all exhibits thereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

9.8. Amendment. No change or addition may be made to this Agreement except by written amendment executed by the parties hereto. Within ten (10) days after any amendment to this Agreement is approved and executed, such amendment shall be recorded in the Official Records of Pinal County, Arizona. Owner acknowledges and understands that no modification of this Agreement shall have any force or effect unless approved by the City Council in a public meeting.

9.9. Assignment. The rights and obligations of Owner under this Agreement may be transferred or assigned, in whole or in part, by a written instrument, to any subsequent owner or person (each, a "Transferee") having an interest in all or any portion of the Property ("Transferred Property"), pursuant to which the Transferee expressly accepts and assumes the rights and obligations of Owner which are assigned by Owner to such Transferee with respect to such Transferred Property. Upon the conveyance or other disposition (other than in trust pursuant to the granting of a deed of trust related solely to financing of the Property or for securing the completion of improvements in connection with a subdivision assurance agreement) (a "Transfer") of any portion of the Transferred Property, the Transferee shall be deemed to be a party to this Agreement with respect to such Transferred Property, and the prior owner shall have no further obligations under this Agreement regarding the Transferred Property arising from and after the date of Transfer of such Transferred Property. An assignment of rights may be on a non-exclusive basis.

9.10. Authority. Each of the parties represents and warrants to the other that the persons executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

9.11. Severability. If a court of competent jurisdiction declares any provision of this Agreement void or unenforceable such provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.12. Governing Law and Venue. This Agreement shall be interpreted and governed according to the laws of the State of Arizona. The venue for any dispute hereunder shall be Pinal County, Arizona.

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

9.14 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party or against the Party who prepared the last draft.

9.15 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Pinal County, Arizona, not later than ten (10) days after its full execution. Either Party, upon the request of the other Party, will record an acknowledgment of the fulfillment of the terms of this Agreement once the requirements of the Agreement have been fulfilled.

9.16 Survival and Expiration. All agreements, representations, indemnities and warranties made in the Agreement shall survive the termination of this Agreement only as expressly set forth in this Agreement. Otherwise, the Agreement shall expire upon completion.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date as described above.

**OWNER:**

PECAN WOODS, LLC,  
an Arizona limited liability company

By: CVE, Inc., an Arizona corporation  
Its: Manager

By: \_\_\_\_\_  
Keith J. Miller, Vice President

**CITY:**

CITY OF MARICOPA, an Arizona municipal corporation

By: Nancy Smith  
Mayor

ATTEST:  
Vanessa Bueras  
Vanessa Bueras, MMC  
City Clerk



**APPROVED AS TO FORM:**

Denis M. Fitzgibbons  
Denis M. Fitzgibbons  
City Attorney

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date as described above.

**OWNER:**

PECAN WOODS, LLC,  
an Arizona limited liability company

By: CVE, Inc., an Arizona corporation  
Its: Manager

By:   
Keith J. Miller, Vice President

**CITY:**

CITY OF MARICOPA, an Arizona municipal corporation

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denis M. Fitzgibbons  
City Attorney

## EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED **MARICOPA**, IN THE COUNTY OF **PINAL**, STATE OF **ARIZONA**, AND IS DESCRIBED AS FOLLOWS:

The Northwest quarter of Section 20, Township 5 South, Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Except that portion of the Northwest quarter of Section 20, Township 5 South, Range 3 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Beginning at the aluminum cap marking the North quarter corner of said Section 20, from which the aluminum cap marking the Northwest corner of said Section 20 bears South 88 degrees 25 minutes 18 seconds West, a distance of 2,668.15 feet;

Thence South 00 degrees 07 minutes 26 seconds East, along the North South mid-section line of said Section, a distance of 310.10 feet to a point on a line which is parallel with and 310.00 feet Southerly, as measured at right angles, from the North line of the Northwest quarter of said Section 20;

Thence South 88 degrees 25 minutes 18 seconds West, departing said North South mid-section line, along said parallel line, a distance of 347.53 feet;

Thence North 01 degrees 34 minutes 42 seconds West, a distance of 310.00 feet to a point on the North line of the Northwest quarter of said Section 20;

Thence North 88 degrees 25 minutes 18 seconds East, along said North line, a distance of 355.40 feet to the POINT OF BEGINNING; and

Except all coal and other minerals as reserved in the Patent recorded in [Book 48 of Deeds, Page 493](#).

**APN: 510-48-014J, 510-48-014A**

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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LAND TITLE  
ASSOCIATION



# *Pecan Woods*

*Planned Area Development*

*May 30, 2003*



# Planned Area Development for Pecan Woods

Pinal County, Arizona

## **Owner**

Papago Associates  
4677 S. Lakeshore Drive  
Scottsdale, AZ 85282  
Attn: Mike Wood

## **Applicant/Developer**

Westpac Development  
8501 N. Scottsdale Road, Suite 260  
Scottsdale, Arizona 85253  
Attn: Philip A. Miller  
480.889.6900

## **Project Manager**

Protitlement  
8501 N. Scottsdale Road, Suite 260  
Scottsdale, Arizona 85253  
Attn: Philip A. Miller  
480.889.6900

## **Community Planner/Civil Engineer**

Coe & Van Loo Consultants, Inc.  
4550 North 12<sup>th</sup> Street  
Phoenix, Arizona 85014-4291  
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## **Political Consultant**

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19410 W. Black Knob Street  
Casa Grande, Arizona 85222  
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jguthrie@cybertrails.com

## **Landscape Architect**

The McGough Group  
1819 E. Morten Avenue, Suite 200  
Phoenix, Arizona 85020  
Attn: Tim McGough  
602.997.9093  
mgroup8@qwest.net

**Original Date of Submittal:**

**May 29, 2003**



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# Pecan Woods - PAD Application

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## 1. PURPOSE OF REQUEST

The proposed use of this site is consistent with the existing long-range land use plan for this area of Pinal County as declared in the Pinal County Comprehensive Plan approved by the voters of Pinal County. The Pinal County Comprehensive Plan designation for this project is Transitional Area, which is described as "...those areas currently rural in character but which are anticipated for growth in the future." The Transitional Area designation is retained on an interim basis and may be reclassified to Rural Community designation whereas public services and utility infrastructure is provided within the area. Public services and utility infrastructure will be provided for this property through the formation of a Special Facilities District (SFD) to be known as the South Maricopa Facilities District. The Maximum Density Guideline, under Pinal County Comprehensive Plan's Transitional Area designation, for Planned Area Developments is 4.0 units to the acre, Pecan Woods has been designated to have a density of 3.5 units to the acre, (with fire station), which falls within the Comprehensive Plans' Guidelines for Single Family. The intent of this application is to successfully rezone 166.1 gross unimproved acres of real property bounded by Amarillo Valley Road on the west and Papago Road to the north, in the unincorporated area of Pinal County, Arizona from General Rural to an overlay PAD district to include the CR-3 residential zoning classification. This project has reserved a 2.5-acre parcel in the Northeast corner for a future fire station in coordination with the SFD. The maximum number of units to be developed would be 581 including the 2.5 acre fire station site at a density of 3.5 du/ac. In the event the 2.5 acre fire district has not entered into an acquisition agreement at the time of final plat, the 2.5 acre fire station site would be allowed to be developed at 3.5 du/ac for an increase of 9 lots to a maximum number of dwelling units of 590 at a maximum project density of 3.55 du/ac. This PAD Overlay responds to the existing and future needs of the community by providing new residential units. This application and related narrative is presented to fulfill the objectives and requirements of the Pinal County Zoning Ordinance and to secure successful rezoning and establishment of a PAD Overlay district for the subject property.

*Reference Exhibit A – Pinal County Comprehensive Plan Land Use Map*

*Reference Exhibit J – Pecan Woods Zoning District Plan*

## 2. PROJECT SUMMARY

### 2.1 Location

Pecan Woods is a 166.1 gross acre parcel of agricultural land located in the Northwest ¼ Section 20, Township 5 South, Range 3 East, Pinal County, Arizona bounded on the west by Amarillo Valley Road and undeveloped farmland, to the south by undeveloped farmland. To the east and north of the site is undeveloped farmland with an approved PAD Overlay for Amarillo Creek case #PZ-PD-030-00. The north boundary is Papago Road. Northwest of the site is the approved PAD of Papago Estates case # (PZ-PD-028-02)

*Reference Exhibit B – Vicinity Map and Surrounding Development*

## 2.2 Proposed Land Use and Development

The underlying zoning requested for this Planned Area Development (PAD) is Single Residence (CR-3). An open space park and trail system is included within the CR-3 Single Residence Zoning classification.

## **3. PROPOSED LAND USES**

### 3.1 Project Description

The proposed residential land use for Pecan Woods is single family detached. Bordering the project are the approved residential developments of Amarillo Creek to the North and East, and Papago Estates to the Northwest. The project consists of 5 different neighborhoods that are separated by open space linkages and parks. There is also a fire station site reserved in the northeast corner of this project. However, if the district does not utilize this site, it will revert back to the CR-3 designation and 9 additional lots will be developed in that location for a total of 590 total lots. The combination of location, access, and surrounding development creates a need and opportunities for quality housing - for both existing and future residents.

### 3.2 Residential Housing Development

**Single Family Housing:** The 166.1 gross acre site will be developed at 3.5 du/ac. A variety of housing opportunities will be available with two lot sizes. The minimum lot size will be 5175 s.f. The site does include a 2.5 acre parcel in the Northeast corner for a future fire station. The maximum number of units to be developed would be 581 with the fire station site. In the event the fire district has not entered into an acquisition agreement at the time of final plat, the fire station site would be developed at 3.5 du/ac for an increase of 9 lots to a maximum number of dwelling units of 590 at a density of 3.55 du/ac.

**Residential Community Character:** This application is for the rezoning and site-specific ordinance/stipulations for future site construction. At this time it does not include specific housing details such as styles, material, and size, which may change with market fluctuations. Additionally, the builder(s) are not selected at this time. Preliminary Design Guidelines have been prepared and are included in Exhibit O. These project guidelines were developed to guide each individual builder in a shared direction. This will allow the builder(s) own architectural vernacular in which they excel. These guidelines and the subsequent CC&R's are developed to guide all project visioning in a shared direction. All builders will be encouraged to offer as much variety in home design and building materials as possible. A minimum of five (5) floor plans, each with a minimum of three (3) varied front elevations will be used throughout the Pecan Woods project to provide a variety of housing alternatives and increase visual interest. The overall community character of Pecan Woods will be that of a rural agrarian theme. It will be the goal of this project to fit into the existing fabric of the surrounding community. These preliminary guidelines will be the basis of future CC&R's that will be utilized to guide, create and maintain a high-quality development that fits well with the visions and desires of Pinal County and the surrounding area.

The Pecan Woods property is envisioned to consist of traditional-style neighborhoods and architectural styles that evoke the rural/agrarian characteristics of the area. The architectural character of the project will lean towards simple, strong, elegant designs. It is

expected that major building materials will include concrete tile and parapet roofs, earthen paint tones and other compatible materials. Durability and ease of maintenance are a priority.

The Pecan Woods development is located approximately one mile south of the Ak-Chin Indian Community and to the west and south are existing agricultural uses. As part of the development of the Pecan Woods community, the developer will include a disclosure in the CC&Rs, the Public Report and on the Final Plats that specifically identifies the current agricultural and livestock lifestyle of the local area along with the current odor from the nearby dairy uses. In addition, blanket Deed restriction will be included in the CC&Rs., which precludes the Homeowner's Association from instituting legal action against these agricultural and livestock uses.

*Reference Exhibit G – Preliminary Development Plan*

*Reference Exhibit O – Preliminary Design Guidelines*

### 3.3 Signage

Signage for all land uses within the Pecan Woods property shall meet Pinal County Ordinances, codes, and guidelines. Signage shall be in accordance with Article 22 of the Pinal County Zoning Ordinance, Signs, Billboards, Name Plates and other Outdoor Advertising.

## **4. COMPREHENSIVE OPEN SPACE AND AMENITY PLAN**

### 4.1 Open Space / Landscape Theme

The open space and landscape design for Pecan Woods is designed to provide a quality living environment for future residents. Open space tracts have been strategically located within the development to provide convenient links between the project amenities and adjacent neighborhoods. A comprehensive pedestrian trail system incorporates a five foot wide meandering trail along the project loop road and throughout the common area open space which is connected to a four foot wide trail that ties to the internal neighborhoods. Recreational amenities include a basketball court, sand volleyball, ramadas, playgrounds and turf areas for active play in the large centrally located open space. Smaller open space parcels are also planned in the project interior, which include ramadas and tot lots. The project identity monuments and perimeter theme walls are designed to celebrate the rural character of the site through a mix of stone, colored masonry block and overhead lattice structures. Pecan tree groves are used as a background element to the project identity monuments at the two main project entry points and at the project traffic circle located at the connection of the interior community loop roads.

The overall proposed landscape theme for Pecan Woods incorporates water efficient plant material along the project roadways and throughout the open space tracts. Turf will be limited to use as a recreational element and will be placed in large enough areas to have meaningful value. Trees will be clustered to provide shade over the pedestrian trail system and at selected project recreational amenities. Project shrubs and groundcovers have been selected to provide splashes of color, seasonal diversity, ease of maintenance and beauty to the community.

## 5. RELATIONSHIP TO SURROUNDING PROPERTIES

### 5.1 Existing Land Use

The site is currently undeveloped.

### 5.2 Existing Zoning

The Pecan Woods property is currently zoned as General Rural (GR).

### 5.3 Existing Topography

Historically used as farmland, graded for flood irrigation. The site drains with a 13-foot drop in elevation from the southwest to the northeast corner.

*Reference Exhibit E – Existing Conditions / Boundary Data*

### 5.4 Adjacent Zoning

The majority of the area surrounding the Pecan Woods project site is primarily zoned as Single Family Residential. The property to the north and east is the approved PAD of Amarillo Creek. To the northwest is the approved PAD of Papago Estates. These projects include 47 acres of commercial. The area to the south and west are zoned General Rural, (GR).

*Reference Exhibit D – Surrounding Zoning Districts*

### 5.5 Site Relationship to Surrounding Properties

Some of the land uses surrounding Pecan Woods are:

- North and East of the Site: Farmland (approved PAD development Amarillo Creek)  
direct access to Papago Road to the North
- South of the Site: Farmland
- Northwest of the Site: Farmland (approved PAD development Papago Estates)
- West of the Site: Farmland and direct access to Amarillo Valley Road

Although undeveloped at present time, approved PAD zoning of the adjoining properties is consistent in density with the Pecan Woods project.

*Reference Exhibit B – Vicinity Map and Surrounding Development*

**Amtrak:** To the northeast of the project site sits the newest station servicing metro Phoenix for passenger access to the Union Pacific Railways.

**Harrah's Ak-Chin Casino and Hotel Resort:** The area's most luxurious Indian hotel casino is located northeast of the project site.

**Rancho El Dorado/Rancho Santa Cruz:** This project, a 1,600 acre master planned community is 7.5 miles to the northeast of the Pecan Woods site. This community represents the first major residential development in this area.

#### 5.6 Existing Flood Conditions

The Pecan Woods project is classified as Flood Zone C – Area of minimum flood hazard.

*Reference Exhibit P – Flood Plain Map*

#### 5.7 Onsite Storm Water Retention

If required by Pinal County Public Works Department, the common area open space tracts within the proposed development of Pecan Woods will provide onsite stormwater retention/detention as required by Pinal County Ordinance 100798-DO. If additional retention/detention is required, it will be provided within the trail system of the individual parcels.

A complete final master drainage study will be prepared for approval by the Pinal County Public Works Department prior to preliminary plat approval.

### **6. LOCATION AND ACCESSIBILITY**

#### 6.1 Location

The Property is bounded on the west by Amarillo Valley Road and to the north by Papago Road. Both roads are currently paved for two-lane traffic. The project will have access points from Amarillo Valley Road, Papago Road, and through Amarillo Creek, which is north and east of this site.

This particular area is located in the unincorporated area of Pinal County. No annexation of the property is currently planned or required.

*Reference Exhibit B – Vicinity Map and Surrounding Development*

*Reference Exhibit E – Existing Conditions / Boundary Data*

*Reference Exhibit F – Pecan Woods Four Square Mile Traffic Circulation Plan*

#### 6.2 Vehicular Access

**Maricopa-Casa Grande Highway:** Pecan Woods is approximately 5 miles southwest of the Maricopa-Casa Grande Highway, which provides direct access to the city of Casa Grande.

**Interstate 10:** The subject property is approximately 21 miles south of the Interstate 10 and Arizona 347 Maricopa Highway. This creates a direct route from the property to the interstate, which in turn allows regional links to metro Phoenix and further outlying communities.

**Gila Bend Highway 84:** The subject property is approximately 7 miles north of the Gila Bend Highway 84, which also provides direct access to the city of Casa Grande.



**Interstate 8:** The subject property is approximately 10 miles northwest of this Interstate.

**John Wayne Parkway:** The subject property is approximately 1.5 miles east of this Arizona 347 Maricopa Highway.

### 6.3 Proposed Roadway Infrastructure

Pecan Woods intends to have standard right-of-ways throughout the site on the arterial, collectors and local streets. All primary project access roads (collectors and arterials) in Pecan Woods will be public roadways. Construction methods and techniques of all streets within the subject property shall be built in accordance with Pinal County Subdivision Regulations. Pecan Woods shall participate on an equitable basis in the financial contribution to the improvement of Papago Road between Green Road and the John Wayne Parkway. Such contribution shall be structured similar to the Kings Ranch Road Improvement Fund.

*Reference Exhibit N – Roadway Location and Classification*

## **7. TIMING OF DEVELOPMENT**

### 7.1 Project Phasing

This site will be developed in two phases. It is anticipated that roadway and infrastructure detailing, processing, and construction will commence immediately following acceptance of the rezoning, review, acceptance and recordation of all required plats and construction documents. Development is estimated to begin the fourth quarter of 2004. Phase 1 will consist of the half street improvements to Papago Road and the roadways, waterlines and sewer lines in the adjacent collectors to provide service to Parcels A, C & D. A portion of the park will also be developed in Phase 1. Phase 2 will consist of the half street improvements to Amarillo Valley Road and the roadways, waterlines and sewer lines in the adjacent collectors to provide service to Parcels E&F and the completion of the Park. Parcel B will be developed when required by the Fire District.

*Reference Exhibit M – Preliminary Phasing Plan*

## **8. PUBLIC UTILITIES AND SERVICES**

### 8.1 Potable Water

Clear Creek & Associates has prepared and filed with ADWR a report demonstrating the Physical Availability of an Assured Water Supply for Papago Estates and the surrounding proposed developments within the SFD including Pecan Woods. In this preliminary assessment, it appears that sufficient groundwater is present to support the proposed development for 100 years. ADWR regulations require that the developer to obtain a 100-year certificate of assured water supply, the developer will be required to prove to the ADWR the following:

- 1 Physical, legal and continuous availability of the water supply for 100 years.
- 2 Sufficient quantity of the water supply

- 3 Water use must be consistent with the management goal of the AMA
- 4 Water use must be consistent with the management plan of the AMA
- 5 Financial capability to construct the necessary water storage, treatment and delivery systems.

Until such 100-year certificate of Assured Water Supply is approved and issued by the state, no final plat approvals or development permits will be issued

*Reference Exhibit V – Preliminary Physical Availability Analysis of Adequate Water Supply*

It is planned that water services for Pecan Woods will be provided through the formation of a Special Facilities District (SFD) to be known as the South Maricopa Facilities District at a cost of \$800 per dwelling unit paid at Final Plat. The SFD will encompass approximately 3,200 acres of land to include the subject site (Pecan Woods), and the properties owned by Koslow, Zipprich, Continental, Brimhall and Zeitlin. The service area could ultimately include the thirteen individual contiguous properties as identified on the South Maricopa Facilities District map and be enlarged to nearly 5,154 acres. It is intended that Johnson Utilities or another qualified utility operator will be the provider for water services and infrastructure to the designated SFD. If the formation of the SFD cannot be accomplished by time of Final Plat, the developer will supply water services to Pecan Woods through an independent and project specific provider.

*Reference Exhibit X – South Maricopa Regional Services District*

8.2 Wastewater/Sanitary Sewer Service

It is planned that wastewater/sanitary sewer services for Pecan Woods will be provided through the formation of a Special Facilities District (SFD) to be known as the South Maricopa Facilities District at a cost of \$1,100 per dwelling unit paid at Final Plat. The SFD will encompass approximately 3,200 acres of land to include the subject site (Pecan Woods), and the properties owned by Koslow, Zipprich, Continental, Brimhall and Zeitlin. The service area could ultimately include the thirteen individual contiguous properties as identified on the South Maricopa Facilities District map and be enlarged to nearly 5,154 acres. It is intended that Johnson Utilities or another qualified utility operator will be the provider for water services to the designated SFD. If the formation of the SFD cannot be accomplished by time of Final Plat, the developer will supply wastewater/sanitary sewer services to Pecan Woods through an independent and project specific provider.

*Reference Exhibit X – South Maricopa Regional Services District*

8.3 Solid Waste Handling

The site will be serviced by a private vendor that specializes in solid waste handling. While no particular vendor relationship has been established, it is anticipated that the community will be serviced by private contract.

8.4 Electrical Service

APS currently provides electrical service to the area. APS will also provide all homes within the Pecan Woods property with electrical power. Adequate capacity for the surrounding

area does currently exist and initial estimates by the project engineer have indicated there exists sufficient power within the project area to adequately service all land uses and areas within the subject property. New facilities may be required as the area develops. The Area design engineer is Kathy Gustafson at 50 N. Brown Avenue, Casa Grande, AZ 85222. Phone is (520) 421-8371.

#### 8.5 Natural Gas

Southwest Gas Corporation has service facilities in the area and is currently installing service mains in the Rancho El Dorado project. They will provide service to the project upon satisfactory arrangements with the developer. Contact is Jim MacKay at 201 West 4<sup>th</sup> Street, Casa Grande, AZ 85222. Phone (520) 421-1673.

#### 8.6 Telephone

Telephone service is available from Qwest Communications. The area design engineer is Rick Peters at (520) 836-1997.

#### 8.7 Cable TV

Cable TV services may be provided by a company called CS-2. The cable tv service for this project is being coordinated with the service establishment to Rancho El Dorado.

#### 8.8 Fire Protection and Ambulance Service

The developer, in conjunction with the adjacent properties described above in the water and wastewater Special Facilities District (SFD), proposes to create a Fire District, which will encompass the same land area identified in the sewer and water SFD. This district will provide the necessary fire service needs of the Pecan Woods development as well as the SFD. The Fire District will also include a proposed fire/sheriff station site within the district boundaries. The location of this station will satisfy the four-minute response time requirement for all members in the District. The SFD will participate in the funding for the first phase of the Fire District. Furthermore, an additional fire and police service fee will be charged to all members in this new Fire District at the time of building permit in order to participate in the continued funding of the District's needs. In the event that the Fire District cannot be formed by the time of Final Plat then the developer will provide funding to the existing Thunderbird Fire District, 6.5 miles northwest of Pecan Woods, for the additional equipment necessary to only provide services to Pecan Woods; thereby, expanding Thunderbird Fire District to encompass only Pecan Woods.

*Reference Exhibit X – South Maricopa Regional Services District*

#### 8.9 Law Enforcement

Pinal County Sheriff's Department will respond to public safety calls for the residents of the Pecan Woods project. Prior to the recordation of the first Final Plat within the Pecan Woods PAD, the Owner/applicant shall enter into a Development Agreement with Pinal County to provide financial contributions to Pinal County to pay for the increased cost incurred by the Pinal County Sheriff's Department relating to serving the Pecan Woods PAD. This financial

contribution shall be for a period of two years commencing on the date the first Certificate of Occupancy is issued within the Pecan Woods PAD.

#### 8.10 Schools and Libraries

Currently, the Maricopa Unified School District has one school, located on the west side of John Wayne Parkway, north of Honeycutt Avenue. The school currently handles K through 12 grade students. A total of four new schools are planned, three elementary schools and a middle school are planned in the Papago Estates and Amarillo Creek projects. The first new elementary school is under construction north of town. The district is in the process of trying to purchase state lands for a second high school. As new elementary schools come on line and when a new middle school is built, the existing campus will be dedicated to high school students only; with a new high school planned north of town in the long term. The Amarillo Creek development is north and east of this site. It has two elementary school sites, one half of a junior high school site north of Papago Road and one elementary school east of this site. The school to the east can be accessed via connection with multi-use trails as well as the collector roadways.

In addition, the developer will participate in a per unit impact fee to the school district. A high school site will be constructed by the school district in the nearby vicinity.

### **9. MAINTENANCE OF STREETS AND COMMON AREAS**

#### 9.1 Streets

Construction methods and techniques of all streets within the subject property shall be in accordance with Pinal County Subdivision Regulations. All streets will be publicly owned. All public streets, except for the landscape medians and traffic circles in the collectors, will be maintained by Pinal County after construction has been completed and accepted by the County. The Pecan Woods Homeowner's Association will maintain the landscape tracts in the two collectors. There is no planned collector access along the southern border. The developer proposes to dedicate to the County, with the first Final Plat, a 25-foot 1/2 street right of way at the south end of the property; however, if the developer provides a letter from the adjacent property owner at the south end of the property stating he does not require a reserved right of way for a collector or local street then Pecan Woods will not be obligated to provide the 25' 1/2 street right of way.

#### 9.2 Common Areas

There will be a variety of common areas within this development ranging from open space to be used for recreation areas, mini parks within the parcels, open space corridors adjacent to the collector roads and a neighborhood park. Open space and landscape tracts within the residential component will be owned and maintained by the Pecan Woods Homeowner's Association.

### **10. CITIZEN REVIEW PROCESS**

One neighborhood meeting was held to present and discuss the proposed Pecan Woods project.

The neighborhood meeting was held at the Maricopa Unified School District cafeteria on Honeycutt Avenue in Maricopa. The meeting was held May 04, 2003 at 3:00pm, approximately 16 people attended, (16 people signed in). The property owners were notified of the meetings through signage and mail. A large billboard type sign was installed on the southeast corner of Papago Road and Amarillo Valley Road.

For the first neighborhood meeting, notification was sent by mail to property owners within 300 feet of the project. The purpose of the first meetings was to acquaint the interested neighbors of the various proposed aspects of this development and to gather their responses and to understand their concerns with this development. The site plan was adjusted to accommodate their concerns for a 40' landscape open space/ buffer along Papago Road. For the second neighborhood meeting, notification will be sent out to the same property owners and will take place after the county review of the submittal. Both meetings will occur prior to the first Technical Advisory Committee meeting with the County staff.

*Reference Exhibit Q – May 4, 2003 Neighborhood Meeting Notification*

*Reference Exhibit R – May 4, 2003 Neighborhood Meeting Sign-In Sheet*

*Reference Exhibit S – May 4, 2003 Neighborhood Meeting Minutes*

## **11. CONCLUSION**

Pecan Woods is a project that portrays quality and diversity in uses while providing compatibility with existing and proposed development in the area. This project is poised to meet current and future needs of the surrounding community. The project will be an asset and compliment to the area.

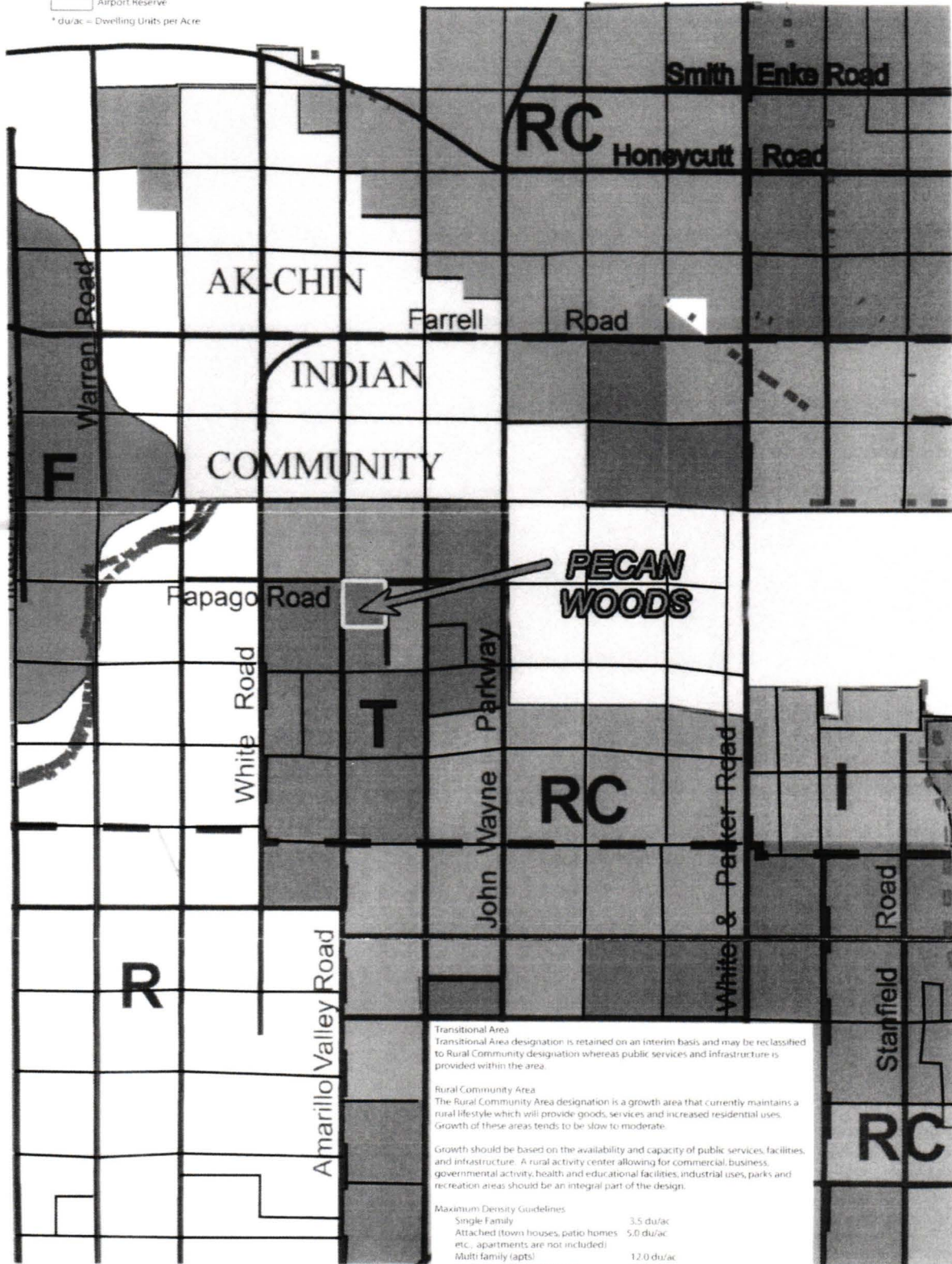
As with any properly executed community addition, each increment of further design and engineering provides the owner/developer/consultants an opportunity for more detailed design studies which should lead to project refinements. The design/development process will respond to continued market and needs analysis. The enclosed site plan meets the requirement for rezoning and establishing an approved PAD overlay district while at the same time allows the owner/developer enough flexibility to allow the detailing of the project to take a synergetic route.

We are pleased to present Pecan Woods to you. We respectfully request your review and look forward to working with you on creating this neighborhood community.

# Pinal County Comprehensive Plan Land Use Map for Papago & Amarillo Valley Road Area

<b>Area Designations</b>		<b>Legend</b>	
	Rural (0-1 du/ac*)		Military
	Transitional (0-1 du/ac*)		Parks, National Forests, Monuments
	Foothills (0-1 du/ac*)		Incorporated Areas
	Rural Community (3.5-4 du/ac*)		Indian Reservation
	Urban (3.5-4 du/ac*)		Preserve
	Commercial Activity Center		
	Interchange Mix		
	Corridor Mix		
	Industrial		
	Mining		
	Development Reserve		
	Natural Resource		
	Airport Reserve		

\* du/ac = Dwelling Units per Acre



**Transitional Area**  
Transitional Area designation is retained on an interim basis and may be reclassified to Rural Community designation whereas public services and infrastructure is provided within the area.

**Rural Community Area**  
The Rural Community Area designation is a growth area that currently maintains a rural lifestyle which will provide goods, services and increased residential uses. Growth of these areas tends to be slow to moderate.

Growth should be based on the availability and capacity of public services, facilities, and infrastructure. A rural activity center allowing for commercial, business, governmental activity, health and educational facilities, industrial uses, parks and recreation areas should be an integral part of the design.

**Maximum Density Guidelines**

Single Family	3.5 du/ac
Attached (towns houses, patio homes etc., apartments are not included)	5.0 du/ac
Multi-family (apts)	12.0 du/ac
Planned Area Developments	4.0 du/ac
(All residential units are included)	

(With increased open space from the required 15% the density may increase.)

Exhibit A  
N.T.S.

# Pecan Woods Vicinity Map and Surrounding Development



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Date: 3/28/03

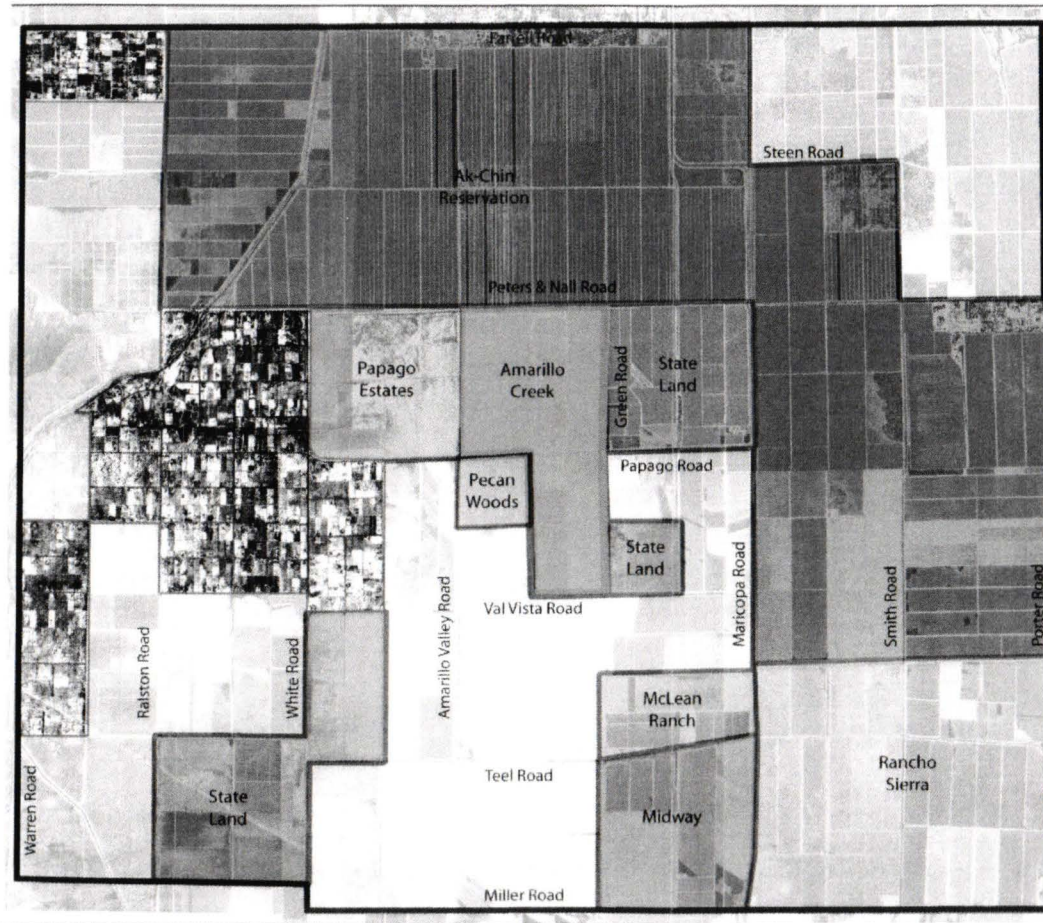
Exhibit B



N.T.S.

CYL

# Pecan Woods 3 Mile Surrounding Land Use Plan



-  Pecan Woods (Proposed) Planned Area Development
-  Rancho Sierra (Approved) Planned Area Development
-  McLean Ranch (Approved) Planned Area Development
-  Papago Estates (Approved) Planned Area Development
-  Midway (Approved) Planned Area Development
-  Amarillo Creek (Approved) Planned Area Development
-  Ak-Chin Reservation
-  State Land
-  3 Mile Boundary

Exhibit C



N.T.S.





# Pecan Woods Surrounding Zoning Districts



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Date: 1/2/08

Exhibit D



# Pecan Woods Existing Conditions Boundary Data

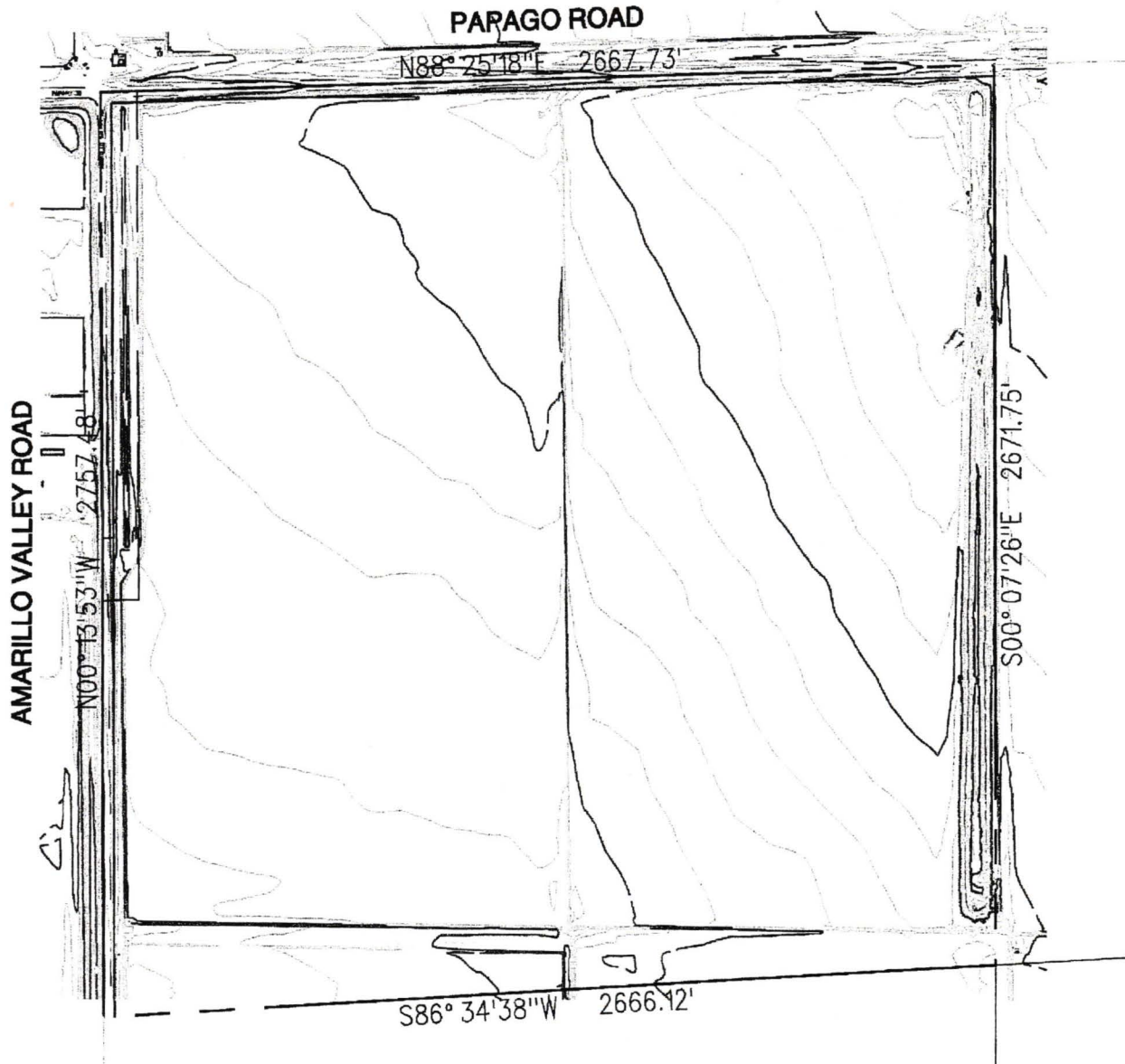
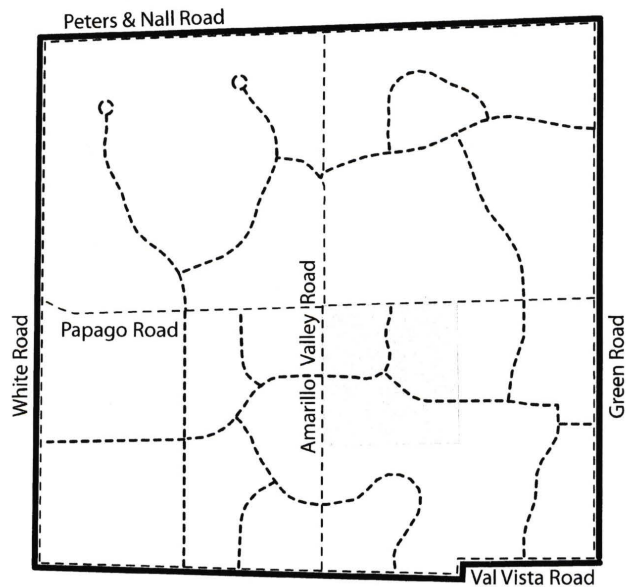


Exhibit E

# Pecan Woods Four Square Mile Traffic Circulation Plan

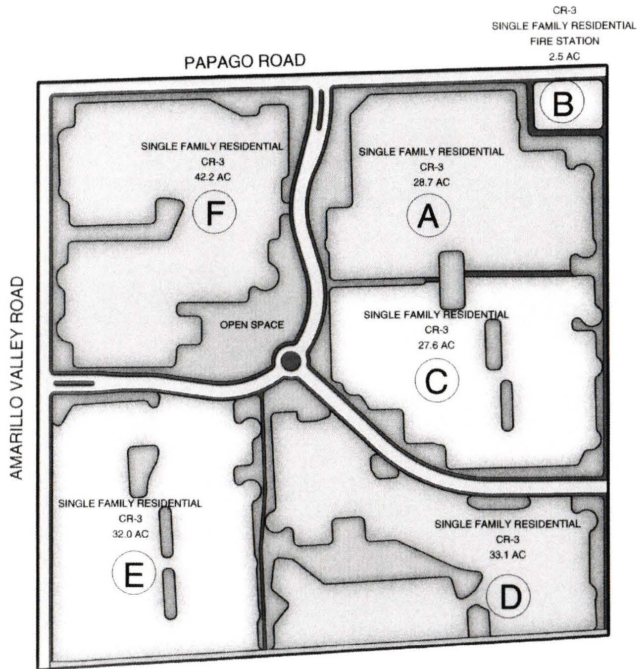


- Mile Boundary
- Proposed Collector Alignments
- Arterial Alignments
- Pecan Woods Site

Exhibit F



# Pecan Woods Preliminary Development Plan



### PRELIMINARY PARCEL DATA

PARCEL	PROPOSED ZONING	LANDUSE	AREA GROSS ACRES
A	CR-3	SINGLE FAMILY	28.7
B	CR-3	SF/FIRE STATION	2.5
C	CR-3	SINGLE FAMILY	27.6
D	CR-3	SINGLE FAMILY	33.1
E	CR-3	SINGLE FAMILY	32.0
F	CR-3	SINGLE FAMILY	42.2
TOTAL			166.1

### LANDUSE DATA SUMMARY

PROPOSED ZONING	LANDUSE	AREA GROSS ACRES
CR-3	SINGLE FAMILY	166.1
TOTAL		166.1

NOTE: ALL AREAS ARE APPROXIMATE

\* DENSITY CALCULATION  
CR-3 3.5 DU/AC 581

\* This project has reserved a 2.5-acre parcel in the Northeast corner for a future fire station in coordination with the SFD. The maximum number of units to be developed would be 581 with the fire station site at a density of 3.5 du/ac.

In the event the fire district has not entered into an acquisition agreement at the time of final plat, the fire station site would be developed at 3.5 du/ac for an increase of 9 lots to a maximum number of dwelling units of 590 at a density of 3.55 du/a

### OPEN SPACE CALCULATION

TOTAL REQUIRED = 15% OF TOTAL RESIDENTIAL AREA  
= (0.15)(166.1)  
= 24.92 AC

TOTAL OPEN SPACE PROVIDED WILL BE 24.92 AC. OR GREATER

Exhibit G



N.T.S.



## Pecan Woods Preliminary Parcel Data

Parcel	Proposed Zoning	Land Use	Gross Acres
A	CR-3: Single Residence	Single Family Residential Development	28.7
B	CR-3: Single Residence	Fire Station*	2.5
C	CR-3: Single Residence	Single Family Residential Development	27.6
D	CR-3: Single Residence	Single Family Residential Development	33.1
E	CR-3: Single Residence	Single Family Residential Development	32.0
F	CR-3: Single Residence	Single Family Residential Development	42.2
<b>TOTAL</b>			<b>166.1 ac.</b>

\* Fire Station site reserve zoning – PAD with underlying CR-3

The 166.1-acre site will be developed at 3.5 du/ac. The project density calculation does include a 2.5 -acre parcel in the Northeast corner for a future fire station. The maximum number of units to be developed would be 581 with the fire station site. In the event the fire district has not entered into an acquisition agreement for this 2.5-acre site at the time of final plat, the fire station site would be developed at 3.5 du/ac for an increase of 9 lots to a maximum number of dwelling units of 590 to a maximum density of 3.55 du/ac.

*Reference Exhibit G – Preliminary Development Plan*

Note:

Total Open Space acreage for the site shall be a minimum of 15% and/or 25 acres.

**Exhibit H**

## Pecan Woods Preliminary Land Use Data Summary

Land Use Designation	Gross Acres
<b>CR-3: Single Residence*</b> , Single Family Residential Development	166.1
* Includes	
Open Space Tracts & 2.5 Acre Fire Station Site	
<b>Open Space Requirements (for Residential Parcels)</b>	<b>Acres</b>
Single Family Residential Parcels (163.6 ac + 2.5 ac Fire Station Site)	166.1
15% Required Open Space (166.1 Acres)	24.9
Open Space Provided	24.9

Density Calculations	Acres (1)	Density (2)	# of Lots
<b>Total Site</b>	166.1		
CR-3	166.1	3.5	581
<b>Total</b>			

Notes:

1. Acreage calculations for the residential parcels do not exclude area for internal circulation/streets.
2. Density may change during Final Platting.

The 166.1-acre site will be developed at 3.5 du/ac. The site does include a 2.5 -acre parcel in the Northeast corner for a future fire station. The maximum number of units to be developed would be 581 with the fire station site. In the event the fire district has not entered into an acquisition agreement at the time of final plat, the fire station site would be developed at 3.5 du/ac for an increase of 9 lots to a maximum number of dwelling units of 590 to a maximum density of 3.55 du/ac.

# Pecan Woods Zoning District Plan

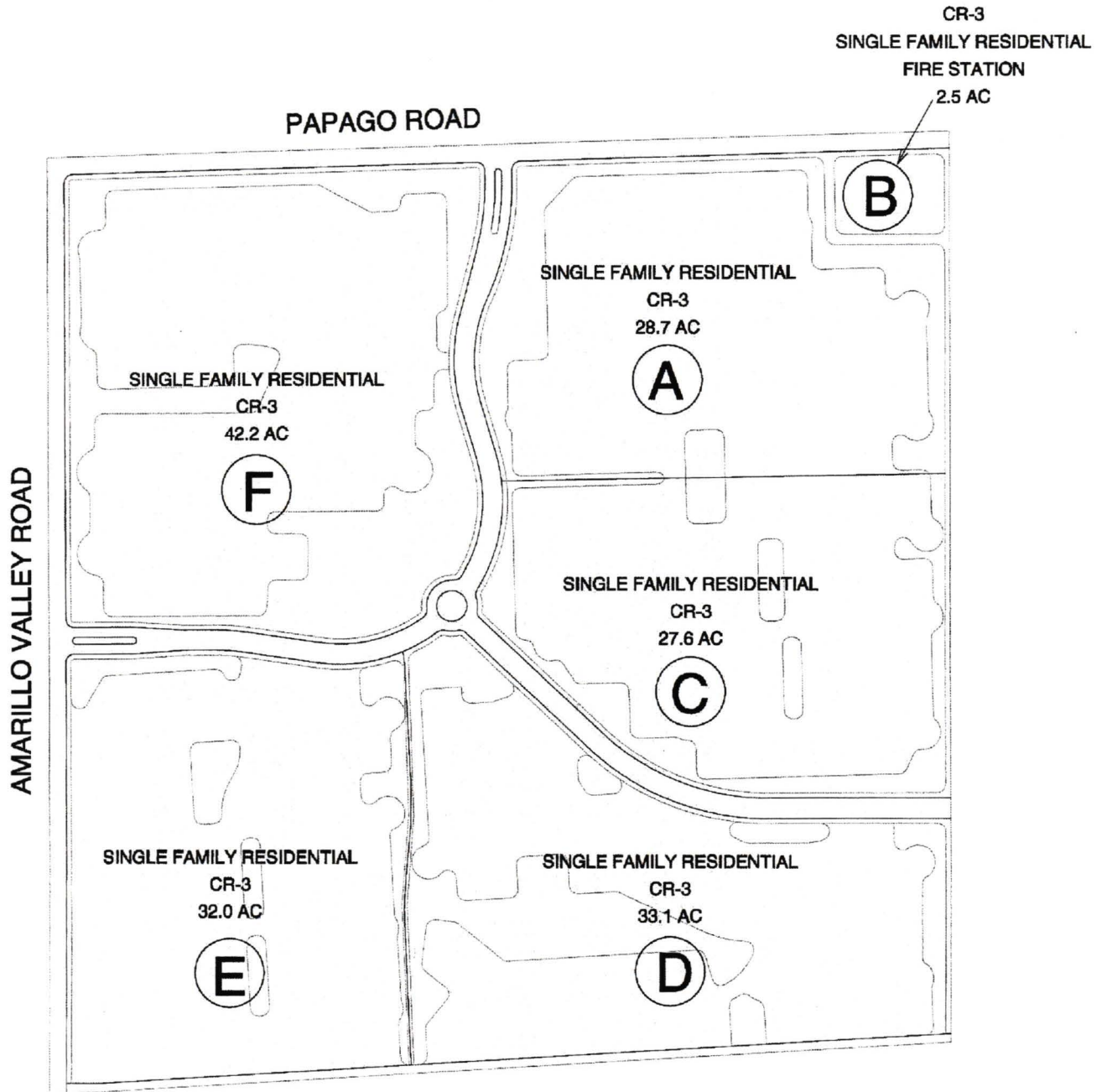


Exhibit J

N.T.S.



## Pecan Woods

### CR-3 P.A.D. Single Residence Standards Comparison 45' – 60' Lot

Development Standard	Required	Proposed	Variation
BUILDING HEIGHT	Maximum height of any structure shall be 30 feet	No Change	None
MINIMUM LOT AREA	7,000 SF	5,175 SF	1,825 SF decrease
MINIMUM LOT WIDTH	60 feet	45 feet	15 feet decrease
MINIMUM AREA PER DWELLING UNIT *	7,000 SF	5,175 SF	1,825 SF decrease
MINIMUM FRONT YARD	25 feet	18 feet garage, 10 feet to livable or side entry garage	7 feet less, 15 feet less to livable or side entry garage
MINIMUM SIDE YARD	8 feet	5 feet	3 feet less
MINIMUM REAR YARD	25 feet	15 feet	10 feet less
MINIMUM DISTANCE BETWEEN MAIN BLDGS	16 feet	10 feet	6 feet less
BUILDABLE AREA	Not to exceed 40% of the lot, including all structures, except swimming pools.	Not to exceed 45% of the lot, including all structures, except swimming pools.	5% additional percentage of the lot area.
<b>DETACHED ACCESSORY BUILDINGS</b>			
a. Permitted coverage: one-third of the total area of the rear and side yards.		No Change	None
b. Maximum height: 20 feet		No Change	None
c. Minimum distance to main building: 7 feet		5 feet	2 feet less
d. Minimum distance to front lot line: 60 feet		No Change	None
e. Minimum distance to side and rear lot lines: 4 feet		No Change	None
f. Accessory buildings shall be detached from the main building except that they may be attached by means of an enclosed structure that has only one wall not over 6 feet high which shall be placed on only one side of the structure.		No Change	None

\* Pinal County Zoning Ordinance Article 11, Section 1106 refers to lot size only.



# Pecan Woods 45' - 60' Wide Lot Layout

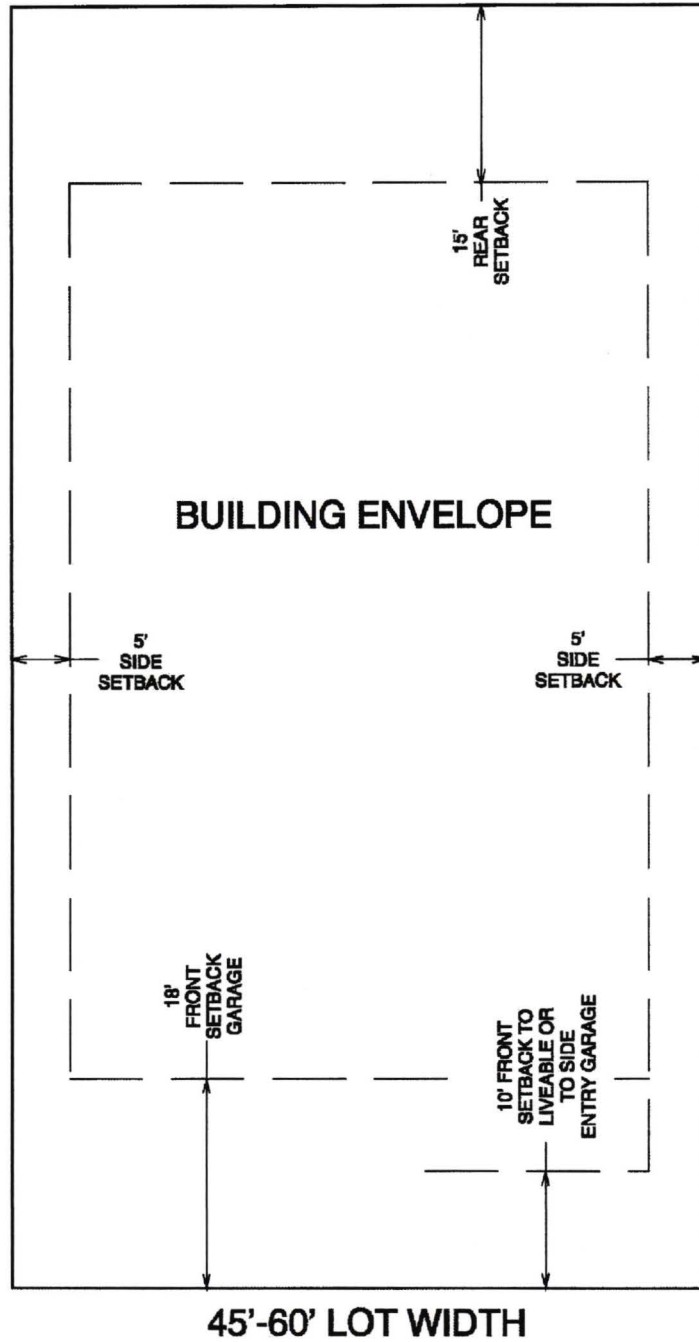
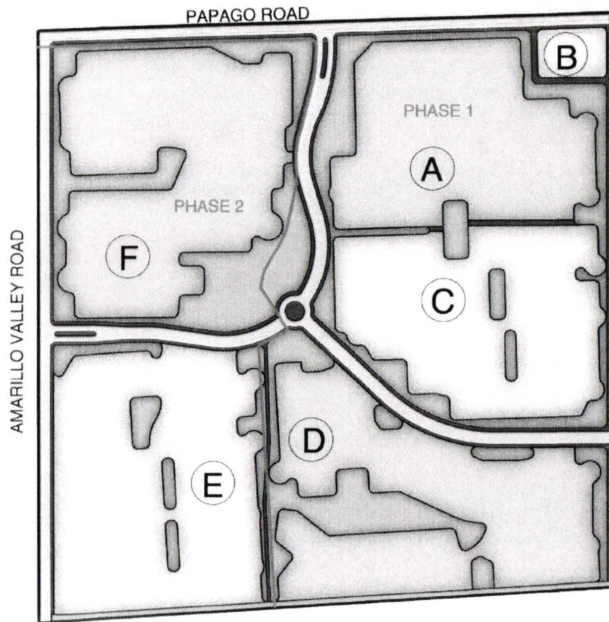


Exhibit L

N.T.S.



# Pecan Woods Preliminary Phasing Exhibit



This site will be developed in two phases. It is anticipated that roadway and infrastructure detailing, processing, and construction will commence immediately following acceptance of the rezoning, review, acceptance and recordation of all required plats.

Development is estimated to begin the fourth quarter of 2004. Phase 1 will consist of the half street improvements to Papago Road and the roadways, waterlines and sewer lines in the adjacent collectors to provide service to Parcels A, C, D and a portion of the park. Parcel B will be developed if required by the Fire District.

Phase 2 will consist of the half street improvements to Amarillo Valley Road and the roadways, waterlines and sewer lines in the adjacent collectors to provide service to Parcels E, F and the remainder of the park.

Exhibit M



# Pecan Woods Roadway Location and Classification

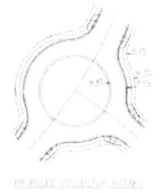
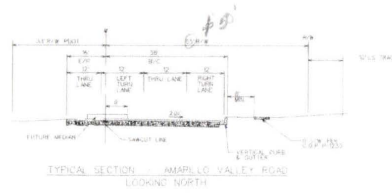
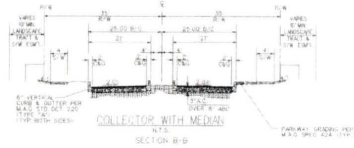
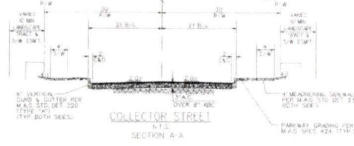
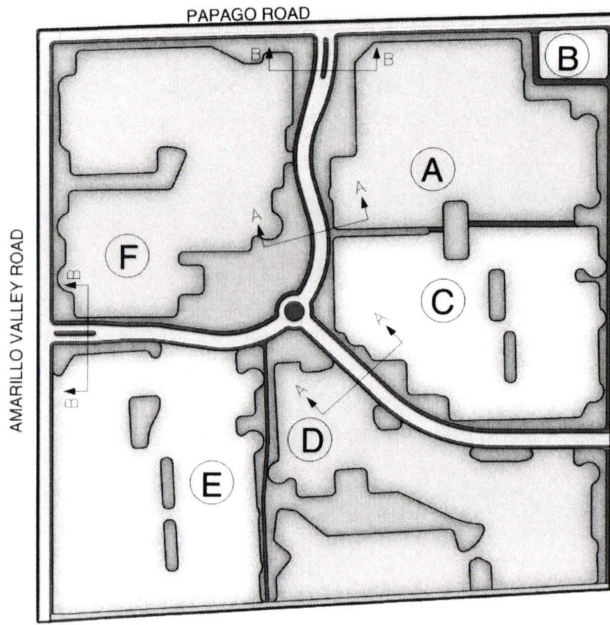


Exhibit N



## **Pecan Woods**

### **Preliminary Design Guidelines**

The overall community character of Pecan Woods will be that of a rural agrarian theme. It will be the goal of this project to fit into the existing fabric of the surrounding community. These preliminary guidelines will be the basis of future CC&R's that will be utilized to guide, create and maintain a high-quality development that fits well with the visions and desires of Pinal County and the surrounding area.

#### Residential Architecture

While each individual builder has their own architectural vernacular in which they excel, these guidelines and the subsequent CC&R's are developed to guide all project visioning in a shared direction. All builders will be encouraged to offer as much variety in home design and building materials as possible. A minimum of five (5) floor plans, each with a minimum of three (3) varied front elevations will be used throughout the Pecan Woods project to provide a variety of housing alternatives and increase visual interest.

Varied architecture reflecting differing styles and materials will be utilized for each grouping of homes provided by all builders within this development. A minimum of three (3) different color values will be necessary for the roof material and exterior paint colors. Colors chosen for the buildings must be an earth tone of similar soft hue – no bright or “gaudy” colors will be permitted.

There should also be some variety in entry door, garage door and window treatments for the different home models from each builder. It will be required that homes adjacent to each other use differing architectural details and floor plans to create varied forms, massing, materials, and architectural proportions throughout the Pecan Woods community. These variations will be achieved through the use of carefully designed reveals, recesses, trim treatments, courtyards, porches/patios, and landscape.

Builders will be encouraged to reduce the visual impact that garages make on each street scene throughout the community. Side entry garages, especially on the larger lots will be encouraged along with the recessing and staggered garage setbacks for the smaller lots.

All heating and cooling equipment shall be placed on the ground or otherwise be screened so as not to be visible from the front or side streets of the community. Any screening utilized should match the architectural features, materials, and colors of the dwelling unit to which it services.

#### Walls and Fences

All walls and fences used throughout the development shall be designed and detailed to enhance the community's rural theming.

Perimeter/Theme walls will utilize materials that are complimentary and harmonious to the building types. CMU block, both smooth and textured as well as stucco and split rail may be used. Other materials may be utilized as long as they are in concert with materials used within the project.

Interior/Privacy walls may be used within the project as long as they are not directly in view from collector and arterial roadways. These wall colors may vary as long as they correspond to the colors used on the perimeter/theme walls and blend with the building styles.

View fencing may be utilized within Pecan Woods.

#### Landscaping and Open Space

Any areas dedicated to open space or parks shall be landscaped. Low-water (xeric) plant material will be encouraged. Homeowners will be allowed the flexibility in selecting plants for their front yards from a future plant list that will be included in the CC&R's. Each homebuilder will be required to landscape the front yards within 30 days of occupancy.

#### CC&R's – Covenants, Conditions, & Restrictions

The future CC&R's for the Pecan Woods property will set forth rules and regulations governing homeowner's rights and responsibilities as they pertain to their real property. These CC&R's will list items that are allowed within the community as well as any restrictions/prohibitions as it relates to a homeowner's lot and dwelling unit.

#### Architectural Review Board

An Architectural Review Board will be established to oversee and approve any non-standard lot improvements to all property within Pecan Woods. A two-member committee designated by the master developer will initially be put into place but may eventually be replaced by a Homeowners Association sponsored committee. This committee will be charged with the review of all development to ensure that it is in compliance with the CC&R's. Their duties may involve the review and internal approval of building plans, specifications and designs. However, this review and approval will not supercede or replace any Pinal County requirements.

#### Homeowners Association

A Homeowners Association will eventually be organized and funded through monthly/yearly collected funds from each homeowner within the Pecan Woods community. This association will be charged to ensure long-term compliance and enforcement with the CC&R's for the community. It will also organize and oversee the maintenance and upkeep of all shared/public components of the property.

DEFINITION OF FLOOD ZONE:

FLOOD ZONE C: AREA OF MINIMUM FLOOD HAZARD.

NOTE: COMMUNITY PANEL 040077 0675D

MAP REVISED MAY 4, 1987

# Pecan Woods Flood Plain Map

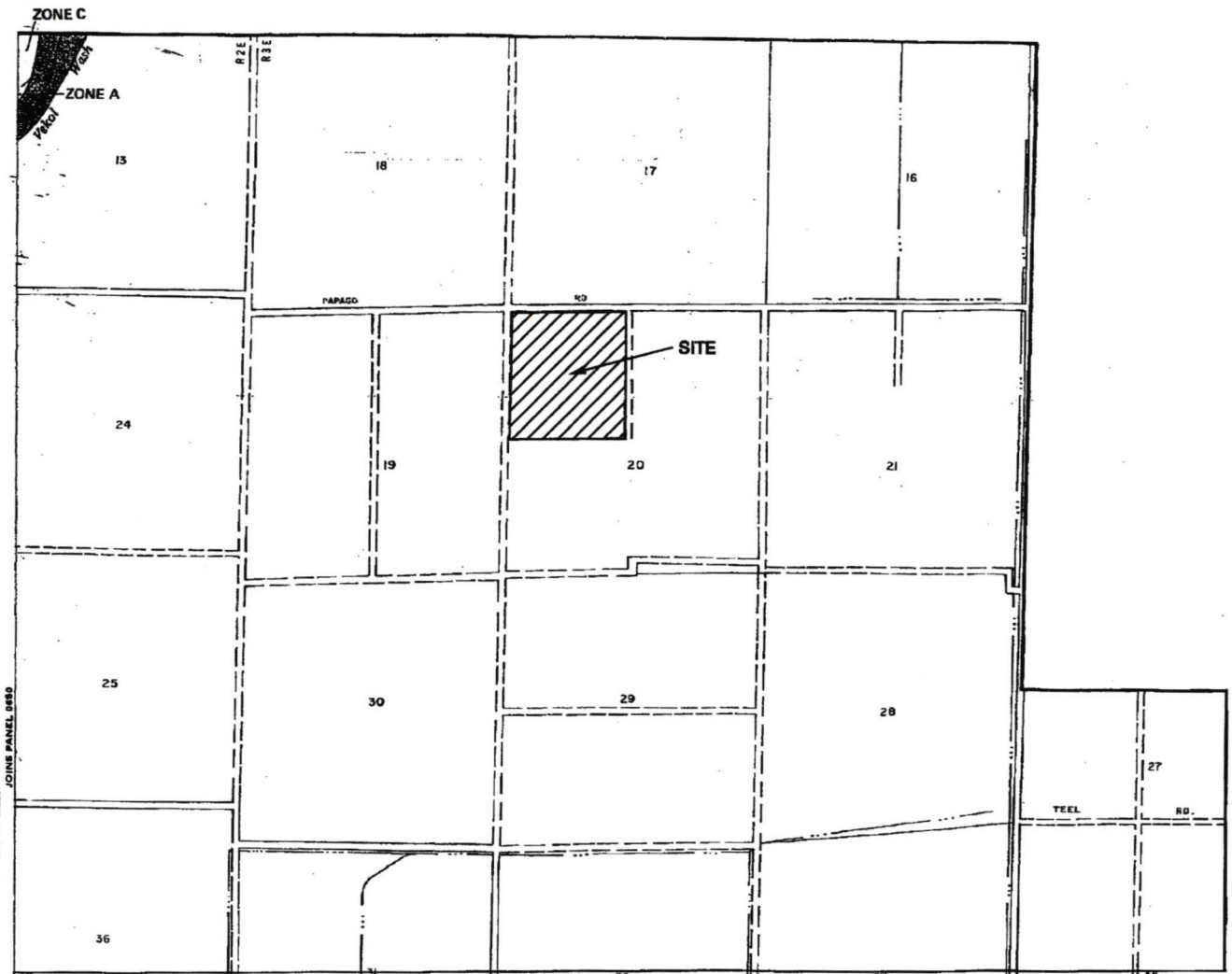


Exhibit P

N.T.S.



**CVL**

## Exhibits Q, R, and S

**Note:**

The project name has been changed to Pecan Woods. The change became effective after the Neighborhood Meeting dated May 4, 2003. Text within this document reflects the project name change, however the exhibits relating to the aforementioned Neighborhood Meeting indicate the project name as Papago Associates.

# Pecan Woods Neighborhood Meeting Notification

## **PINAL COUNTY NEIGHBORHOOD MEETING**

**Request: Planned Area Development (PAD CR-3) for Papago Associates an approximate 166 acre subdivision containing 581 single-family lots. The subdivision proposed is at the SEC of Papago Road & Amarillo Valley Road.**

**MAY 4, 2003 3:00 P.M.  
MARICOPA UNIFIED  
SCHOOL DISTRICT  
CAFETERIA  
45012 W. HONEYCUTT  
MARICOPA, AZ**

**CONTACT:  
DAVID COBLE, PROJECT MANAGER  
COE & VAN LOO CONSULTANTS, INC.  
4550 N. 12TH STREET  
PHOENIX, AZ 85014  
602-264-6831**

Exhibit Q



**AMARILLO CREEK  
AND  
PAPAGO ASSOCIATES**

SEC & NEC of Amarillo Valley Road and Papago Road  
Pinal County, AZ

Neighborhood Meeting - May 4, 2003  
SIGN-IN SHEET

<u>Name</u>	<u>Address</u>	<u>Phone No.</u>
BILL SHAVER	10242 N. MARCI LN	568-3601
Nicole Coester	51884 W. Julie	Unit 16 Steel
BOB KEITH	10233 N. MARILLO VALLEY RD	568-1817
Ben Booth	51445 W. Mockingbird	
ANTHONY MUNDY	49868 W. MAHER BLVD	5684241
Margaret N. Jackson	7188 N. Hidden Valley	568-4585
Jim Graff	16421 N. Branks Rd	568-2337
NANCY HOWLE	P.O. Box 367, MARICOPA	568-2106
LOYD HOWLE	" "	"
Michael Martindale	8501 N. Scottsdale Rd	480-889-9900
Susan L. Contreras <sup>TFD</sup>	P.O. Box 238 Maricopa, AZ	(520) 421-4850



**Amarillo Creek  
And  
Papago Associates**

**SEC and NEC of Amarillo Valley Road and Papago Road  
Pinal County, AZ**

**Joint Neighborhood Meeting – May 4, 2003 – 3:00 P.M.  
Maricopa Unified School District Cafeteria**

**Meeting Minutes**

Planning Consultant:	Jackie L. Guthrie, facilitator
Protitlement:	Phil Miller Maryanne Kumiega
Commerce Realty Advisors:	Michael Martindale
Amarillo Creek, L.L.C.:	Michael Koslow Patricia Koslow
Morrison Maierle, Inc.:	Bill Hendrich, engineer Don Cox, designer

**Presentation (3:00 PM):**

- I. Introduction:  
Jackie Guthrie introduced the planning and engineering team members for Amarillo Creek and Papago Associates.
- II. Project Presentation to Neighbors:
  - A. Jackie presented both of the Amarillo Creek and Papago Associates land use plans to the public and then opened the meeting up for questions. The following questions and responses were recorded:
- III. Questions and Answers from the Neighbors Around Papago Estates:
  - Q: Why is there not a rural transitional buffer along the west side of Amarillo Creek or Papago Associates?
  - A: The rural buffer was included only to transition from the existing rural residential areas to the higher density communities; therefore, it is not necessary to provide a buffer for these two properties.

Q: Why is there not a landscape buffer and an equestrian trail along Papago Road?

A: Papago Associates will have a 40' landscape buffer along the south side of Papago Road and Amarillo Creek currently has a 25' landscape buffer along the north side of Papago Road. *It was decided to increase the buffer to 40' along the north side of Papago Road, consistent with the buffer to the west in Papago Estates.*

Q: What is the purpose of the walls around the communities?

A: The walls define a neighborhood and delineate between equestrian and communities. The fencing is for aesthetic reasons, safety, and ownership of communities.

Q: Do you feel the commercial areas within Amarillo Creek will meet the needs of the homes?

A: Yes. Amarillo Creek has 38.1 acres of commercial land use and Papago Estates has 15.8 acres of commercial land use, so as growth gradually occurs in this area the commercial parcel will respond respectively.

Q: Are there any lakes or golf course?

A: No golf course, potential lakes.

Q: Is Ak Chin Indian Reservation entitled to water from the South Maricopa Facilities District?

A: No, it will be at the discretion of the District to elect to provide water to the Ak Chin Community.

Q: Would you supply houses with potable and non-potable water?

A: No, only potable water will be provided to houses. Non-potable water will be used to service the common area open spaces.

Q: What is the density of Amarillo Creek and Papago Associates?

A: 3.5 du/acre for both projects

Q: Will we participate in developing Val Vista Road?

A: Yes, Amarillo Creek will participate in the improvements of the north half of Val Vista Road and will be improved to county standards based on engineering support studies. A traffic study analysis is currently being completed for Papago Associates, Papago Estates, and Amarillo Creek with regard to the improvement phasing of all roadways in the area.

Q: What was the stipulation from the Board of Supervisors regarding the roads?

A: Jimmie Kerr stipulated that White Road and Papago Road adjacent to the Papago Estates project were to be improved during Phase I of construction.

Q: What are the projections for traffic signals?

A: The County determines the need for a traffic signal based on the county engineer's traffic warrant.

Q: Is the water study completed?

A: The Physical Availability Study of an Assured Water Supply is complete for Papago Estates. The remaining area within the South Maricopa Facilities District is currently underway.

Q: What are the plans for a fire district?

A: The South Maricopa Facilities District is committed to pay for the first phase of a sheriff and fire station. We are forming a second district within the South Maricopa Facilities District, which will be the Fire District.

Q: What validation do you have for the availability of water?

A: We must have the 100-Year Assured Water Supply Certificate in place with the Arizona Department of Water Resources before any final plat can be approved.

**Pecan Woods  
Surrounding Property Ownership List**

510-48	008C	Desert Cedars LLC 5346 E. Calle Del Norte Phoenix, AZ. 85018
510-48	009A	Desert Cedars LLC 5346 E. Calle Del Norte Phoenix, AZ. 85018
510-48	009B	Desert Cedars LLC 5346 E. Calle Del Norte Phoenix, AZ. 85018
510-48	014D	K Investment Enterprises LLC P. O. Box 1397 Maricopa, AZ. 85239
510-48	015B	Luveda Fincher Family LTD PSHIP 3247 E Tern Ct Gilbert, AZ. 85297
510-48	014	Keith Bob C & Marlyns A PO Box 581 Maricopa, AZ. 85239
510-51	001	Zabawa Joseph A & Adella R PO Box 293 Maricopa, AZ. 85239
510-51	002B	Stanfield Holdings LLC c/o Rostam Ahovraiyan 5862 E Le Marche Ave Scottsdale, AZ. 85254
510-51	002F	Stanfield Holdings LLC c/o Rostam Ahovraiyan 5862 E Le Marche Ave Scottsdale, AZ. 85254
510-66	070 -092	MAL, LLC. 7005 N 68 <sup>th</sup> Place Paradise Valley, AZ. 85253

*Reference Exhibit B – Vicinity Map and Surrounding Development  
Reference Exhibit U – Surrounding Property Owners Map*

**Exhibit T**

# Pecan Woods Surrounding Property Ownership Map



Exhibit U



N.T.S.



Preliminary  
Physical Availability Analysis  
Of an Assured Water Supply  
Exhibit V





*Practical Solutions  
in Groundwater Science*

March 24, 2003

Mr. Phillip A. Miller  
Protitlement, LLC  
8501 N. Scottsdale Road, Suite 260  
Scottsdale, Arizona 85253

2150 East Highland Avenue  
Suite 201  
Phoenix, Arizona 85016  
602-294-9600 office  
602-294-9700 fax  
www.clearcreekassociates.com

### Papago Estates Water Supply

---

Dear Phil:

Clear Creek Associates has prepared this letter to provide insight and clarification as to the probable availability of an adequate water supply for the Papago Estates development, near Maricopa, Arizona. Although the hydrologic studies that will be required by the Arizona Department of Water Resources (ADWR) for this development have not yet been performed, Clear Creek Associates has previously conducted similar studies in the area, which enable us to provide a preliminary assessment of the available groundwater supply.

As part of a previous 100-year water supply demonstration study that was reviewed and approved by ADWR hydrologists, Clear Creek Associates used an ADWR groundwater model to evaluate the impact of future groundwater pumpage. That groundwater model was extensively calibrated to accurately reflect historically measured groundwater conditions, and provide an accurate prediction of potential future water use impacts. In other words, during its development, the groundwater model was "run" for the period from 1984 to 1999 (during which, historic groundwater measurements were available for the model area). Using the actual water table depths, actual groundwater pumping volumes, etc. as model input, the groundwater model simulation was compared with historically observed conditions. The groundwater model simulation had a very good correlation with observed data, with a variance of only 7 percent to 11 percent.

The same groundwater model was more recently used by Clear Creek Associates to simulate water use in the Papago Estates Development area for the 100-year period from 1999 to 2100. This groundwater model scenario is preliminary, but includes a number of very conservative assumptions:

- The model conservatively includes about 2,500 acre-feet per year from the Stanfield area, which is known not to actually occur.

- The model conservatively includes the pumping impact of approximately 30,000 acre-feet per year from the Ak Chin Reservation, although that water demand is met by Central Arizona Project water.
- During the final 70 years of the 100-year groundwater modeling period, 100% of the water use is considered to be from pumped groundwater, with no Central Arizona Project (CAP) water use.
- The neighboring (current and committed) water demands from adjacent water users are included in the model scenario throughout the 100-year simulation period.
- The hydrologic impact of surrounding bedrock outcrops and/or shallow bedrock surfaces in the vicinity of the South Maricopa Development Area are considered in the model.
- Regional groundwater pumping values for the first 30 years of the model were based on actual values reported for the area in 1999. The highest pumping amount reported during the model calibration period (for the year 1984) was used for the final 70 years of the groundwater model simulation.

Even with all the layers of conservative assumptions listed above, the water levels in the development area did not exceed the ADWR regulatory limit of 1,100 feet after 100 years.

Another consideration that relates to the South Maricopa Development Area, is the pitfall of assuming agricultural water use is and will always be, restricted to CAP water. The attached newspaper article exemplifies this pitfall. About 2 weeks ago (on March 10, 2003), the *Arizona Republic* reported that farmers in Pinal County may be required to revert from using CAP water back to pumped groundwater, as a result of water rights negotiations between the federal government and the states of California, Nevada, and Arizona. Although there is no certainty that this will happen, the ever-increasing water demands throughout the southwestern United States will continue to introduce such possibilities.

In summary, Clear Creek Associates believes that, subject to the extensive hydrogeological investigation that will be required by ADWR, the Papago Estates Development will have adequate groundwater supplies to meet its water demands for the next 100 years. We also believe that reliance on continued use of CAP water for agricultural purposes is a tenuous assumption that does not constitute a sound basis for land planning.



March 24, 2003  
Mr. Phil Miller  
Protitlement, LLC  
Page 3

If you have any questions regarding the statements or professional opinions presented in this letter, please call.

Sincerely,

CLEAR CREEK ASSOCIATES, PLC.

A handwritten signature in cursive script that reads "Marvin F. Glotfelty".

Marvin F. Glotfelty, R.G.  
Principal Hydrogeologist

Attachment: *Arizona Republic* article.



# Calif., Nev. ask Ariz. for water

## Want 'bank' withdrawals

By Shaun McKinnon  
The Arizona Republic

azcentral.com

How long will the drought last?  
Find out at  
[drought.azcentral.com](http://drought.azcentral.com).

California and Nevada want to claim up to 29 billion gallons of water stashed away in Arizona's aquifers, but officials here aren't sure they can honor the request, even though the other two states already own the water.

In recent weeks, both the Metropolitan Water District of Southern California and the Southern Nevada Water Authority have asked to withdraw water they previously deposited in Arizona's interstate water bank. The two agencies are scrambling to replace water lost when the U.S. Interior Department limited their access to the Colorado River.

To cover what both states seek, Arizona would have to ask farmers in Pinal County to switch from water delivered by the Central Arizona Project

months, depending on the condition of the wells and may not produce enough water this year to satisfy the withdrawal demands.

Both Nevada and California are trying to draw on water "deposited" in a pilot banking program about seven years ago. Nevada wants 10,000 acre-feet, about 3.3 billion gallons, from the 50,000-acre-feet it banked. California wants all the water it banked, about 26 billion gallons.

The way the bank works, the other two states would take the amount of water they sought directly from the Colorado River. Arizona would then reduce what it takes from the

# WATER Calif., Nev. want it

From Page B1

river by the same amount and instead use groundwater.

The states already own the water, which was originally part of their river allocation, and have paid Arizona to store it, a payment that would cover the withdrawal as well.

At issue, said Larry Dozier, deputy general manager of the Central Arizona Project, isn't whether the states are entitled to the water but whether Arizona can deliver it all at once on such short notice.

"We told Nevada it's highly likely we could accomplish the water they asked for," Dozier said. "We told California it's highly unlikely we could accomplish the full amount they want, but maybe some of it."

Since the 1992-93 pilot project, Nevada has negotiated an interstate banking agreement with Arizona's Water Banking Authority, while California has not. Bank General Manager Tim Henley said that means California will need such a pact before Arizona can release any water.

**"We told California it's highly unlikely we could accomplish the full amount they want, but maybe some of it."**

— Larry Dozier  
Deputy general manager of  
the Central Arizona Project

them the (full amount) if we don't have it."

He said the state Department of Water Resources warned California during the pilot project that without an agreement, there was no guarantee the water would be available on demand later. At the time, federal rules didn't cover interstate deals.

California's need for more water intensified in January after a water transfer with an Imperial Valley agricultural district collapsed. Without that transfer, the Interior Department refused to allow California to continue using more than its share of the Colorado River.

Diego, initially said the lost river water wouldn't affect supplies. But in a letter to the CAP, Chief Executive Ronald Gastelum cited the botched transfer as the culprit behind the district's needs.

The Southern Nevada Water Authority, which serves Las Vegas, approached Arizona about withdrawing banked water as one of several options to cover the lost river allocation, spokesman Vince Alberta said.

"Nothing's definite yet, but we want to open all doors," he said. "Before we would withdraw any water, our first priority would be conservation."

Arizona first devised its water bank as a way to use the state's full share of the Colorado River and keep the unused portions from flowing downstream to California. Banking water for other states was an offshoot of that plan, meant to help restore some of Arizona's depleted aquifers.

Since 1996, Arizona has stored about 500 billion gallons of its own river allotment. That water can be withdrawn and used within the

THE ARIZONA REPUBLIC

Paul Maryniak, metro editor, 602.444.NEWS  
or paul.maryniak@arizonarepublic.com

Monday, March 10, 2003

SECTION B

# ARIZONA DEPARTMENT OF WATER RESOURCES

## Office of Assured and Adequate Water Supply

500 North Third Street, Phoenix, Arizona 85004-3921

Telephone (602) 417-2460

Fax (602) 417-2423



Mr. Marvin Glotfelty

VIA FACSIMILE

Re: Assured Water Supply Requirements  
Papago Estates

Dear Mr. Glotfelty:

This letter is in response to your inquiry regarding the State of Arizona requirements for Assured water supply. The Assured Water Supply program covers any subdivision within the AMA's. Your proposed subdivision, Papago Estates lies within the Pinal AMA. The Department of Water Resources operates with the definition of a subdivision as interpreted by the Arizona Department of Real Estate. Specifically, the Assured Water Supply statute, (A.R.S. § 45-576) states:

*"A person who proposes to offer subdivided lands, as defined in section 32-2101, for sale or lease in an active management area shall apply for and obtain a certificate of assured water supply from the director prior to presenting the plat for approval to the city, town or county in which the land is located, where such is required,"*

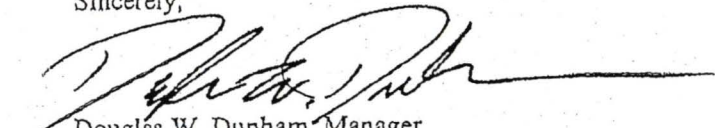
Pursuant to A.R.S. § 32-2101, a subdivision consists of six or more lots. In this case the subdivision consists of more than six lots, lies within an AMA, and is not being served by a designated provider. In such a situation, a certificate of assured water supply, is required before the subdivider is allowed to record the plat and sell the lots.

In order to obtain a certificate of assured water supply the subdivider will be required to prove to the Department the following:

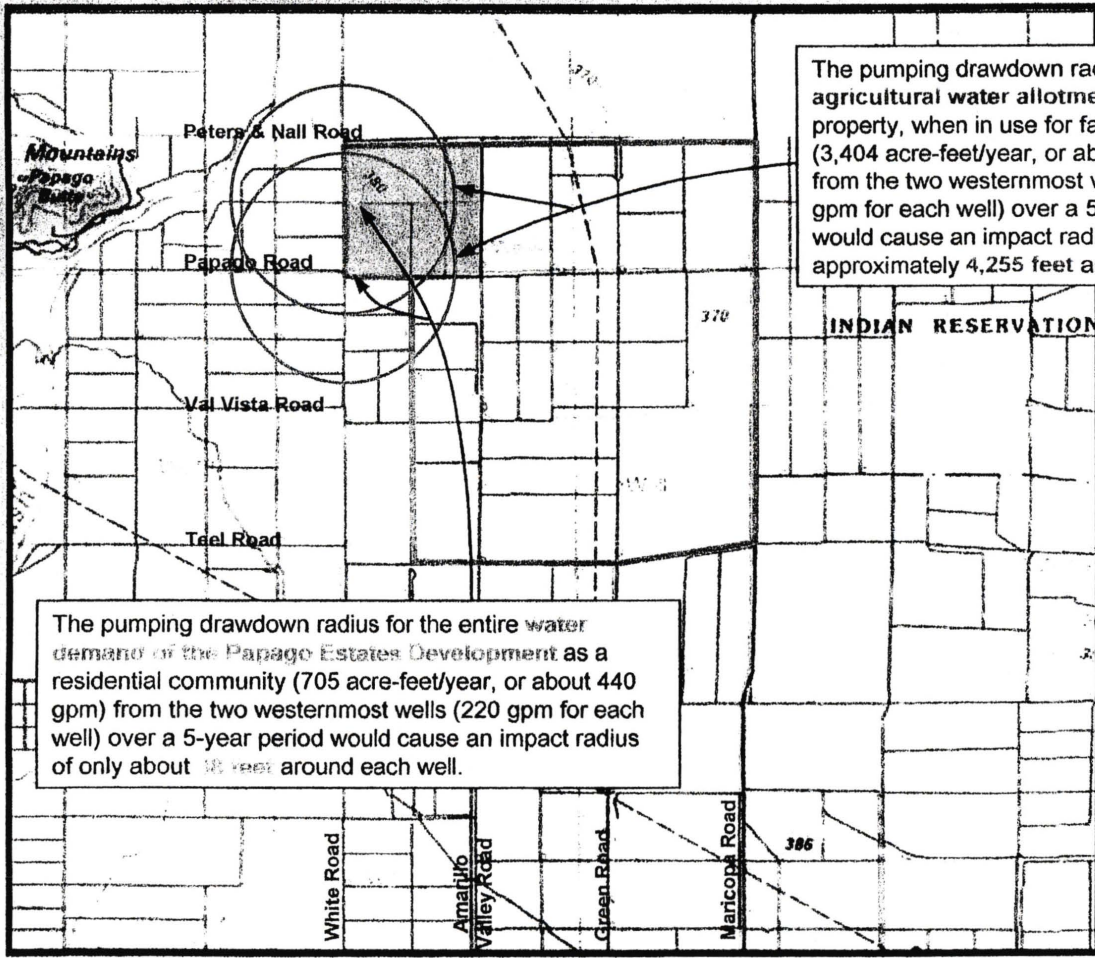
1. Physical, legal and continuous availability of the water supply for 100 years (A.A.C. R12-15-703).
2. Sufficient quality of the water supply (A.A.C. R12-15-704).
3. Water use must be consistent with the management goal of the AMA (A.A.C. R12-15-705).
4. Water use must be consistent with the management plan of the AMA (A.A.C. R12-15-706).
5. Financial capability to construct any necessary water storage, treatment and delivery systems (A.A.C. R12-15-707).

If you have any questions, please contact me at (602) 417-2400 extension 7311.

Sincerely,





Douglas W. Dunham, Manager  
Office of Assured Water Supply



The pumping drawdown radius for the agricultural water allotment of the property, when in use for farming irrigation (3,404 acre-feet/year, or about 2,110 gpm) from the two westernmost wells (1,055 gpm for each well) over a 5-year period would cause an impact radius of approximately 4,255 feet around each well.

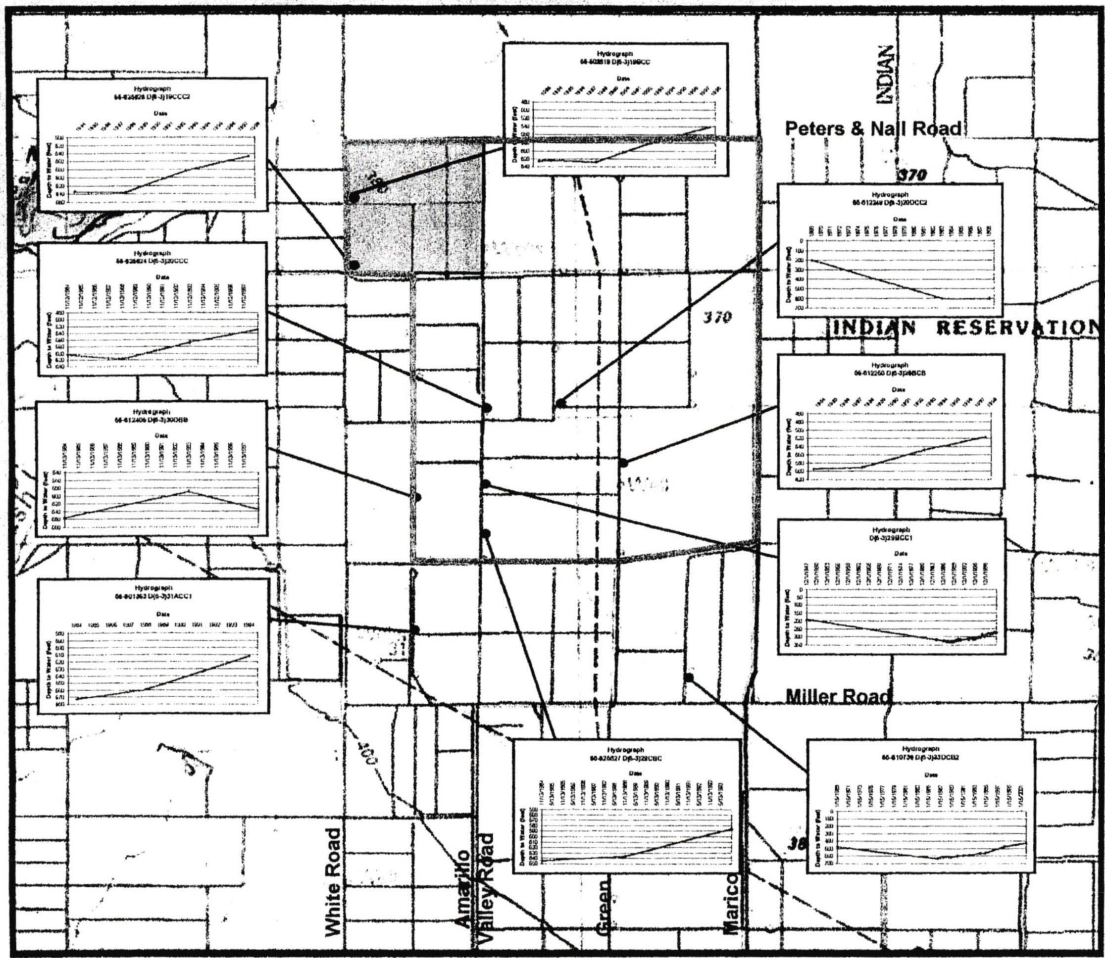
The pumping drawdown radius for the entire water demand of the Papago Estates Development as a residential community (705 acre-feet/year, or about 440 gpm) from the two westernmost wells (220 gpm for each well) over a 5-year period would cause an impact radius of only about 10 feet around each well.

**Explanation:**



-  Papago Estates Development
-  South Maricopa Development Area

**Note:**

The circles indicate the radius of a 10-foot water-level decline that would result from continuously pumping the well at the indicated rate for a 5-year period.



**Explanation:**

-  Papago Estates Development
-  South Maricopa Development Area

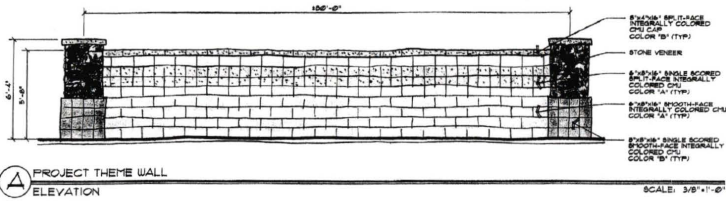
**Note:**

A "Hydrograph" is a plot of the depth to water versus time, for a particular well.

The depth and supply of groundwater are unrelated to the system pressure in water transmission pipelines.

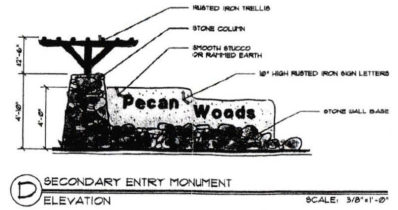






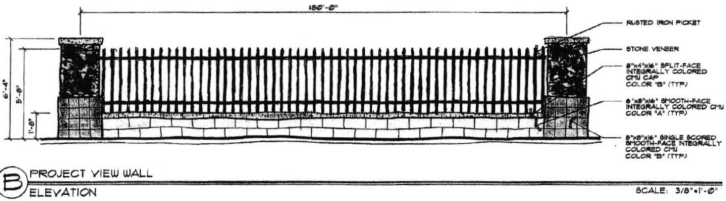
**A** PROJECT THEME WALL ELEVATION

SCALE: 3/8"=1'-0"



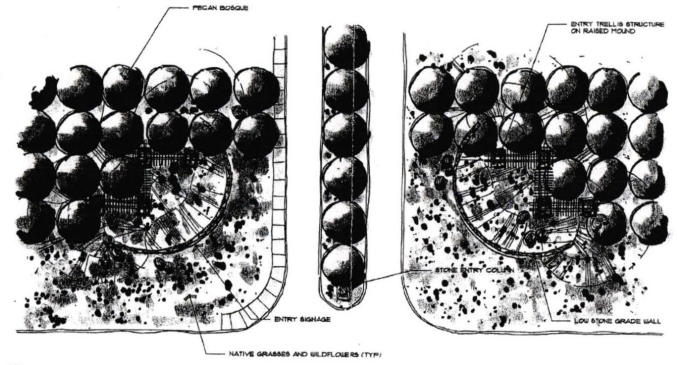
**D** SECONDARY ENTRY MONUMENT ELEVATION

SCALE: 3/8"=1'-0"



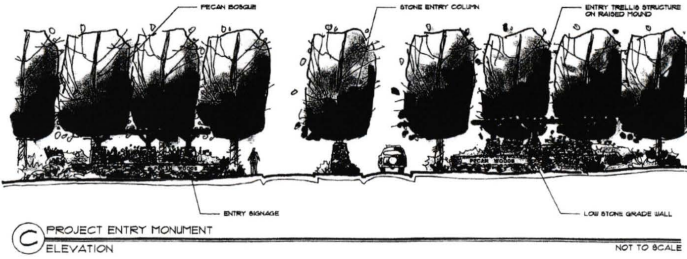
**B** PROJECT VIEW WALL ELEVATION

SCALE: 3/8"=1'-0"



**E** PROJECT ENTRY MONUMENT PLAN

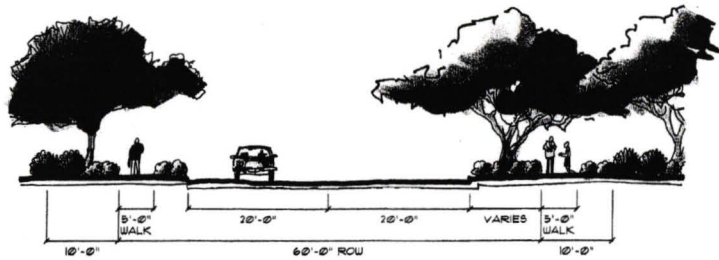
NOT TO SCALE



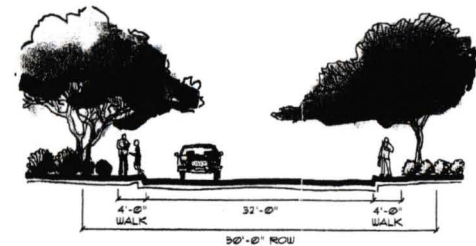
**C** PROJECT ENTRY MONUMENT ELEVATION

NOT TO SCALE

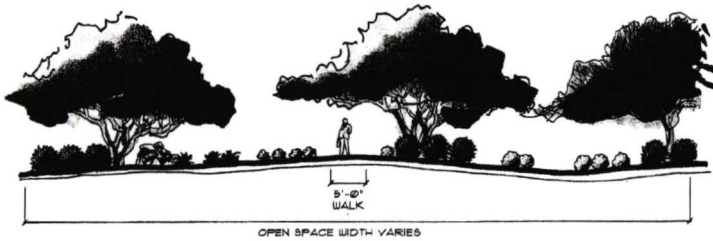
# PECAN WOODS Exhibit W.2



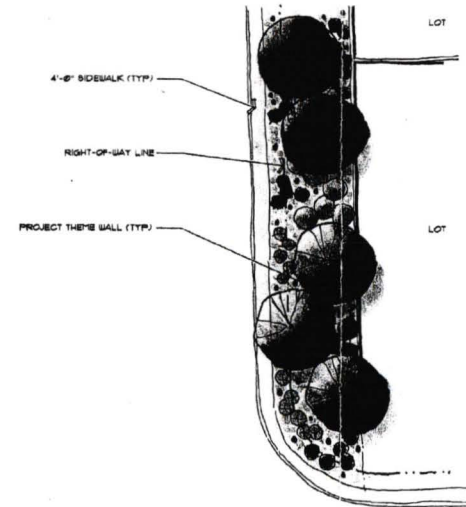
**F** MAIN LOOP COLLECTOR SECTION SCALE: 1/8"=1'-0"



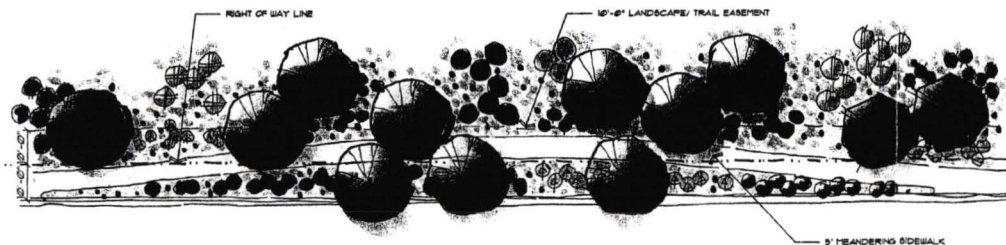
**G** LOCAL STREET SECTION SCALE: 1/8"=1'-0"



**H** TYPICAL OPEN SPACE WITH TRAIL SECTION SCALE: 1/8"=1'-0"



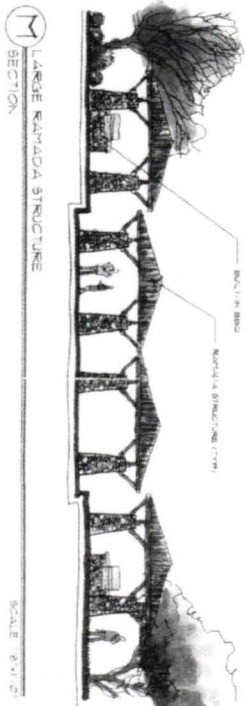
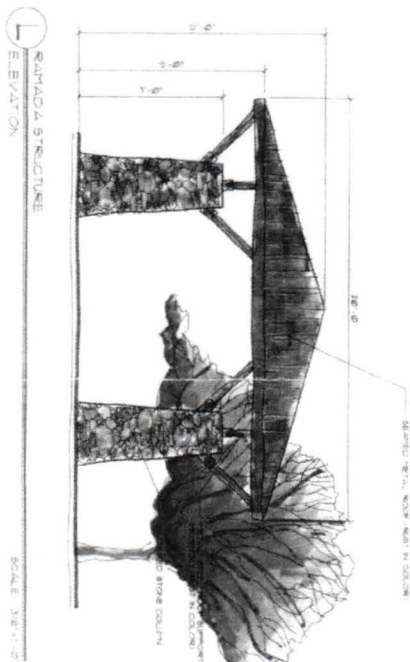
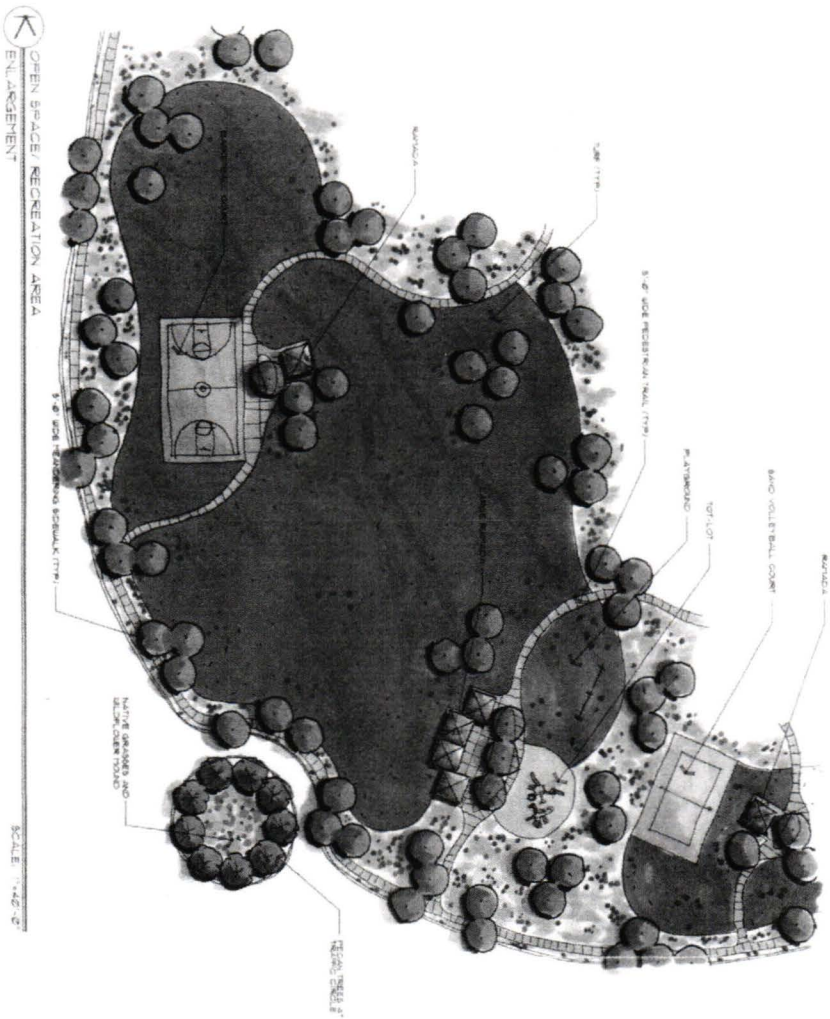
**J** TYPICAL LANDSCAPE TRACT PLAN SCALE: 1/16"=1'-0"



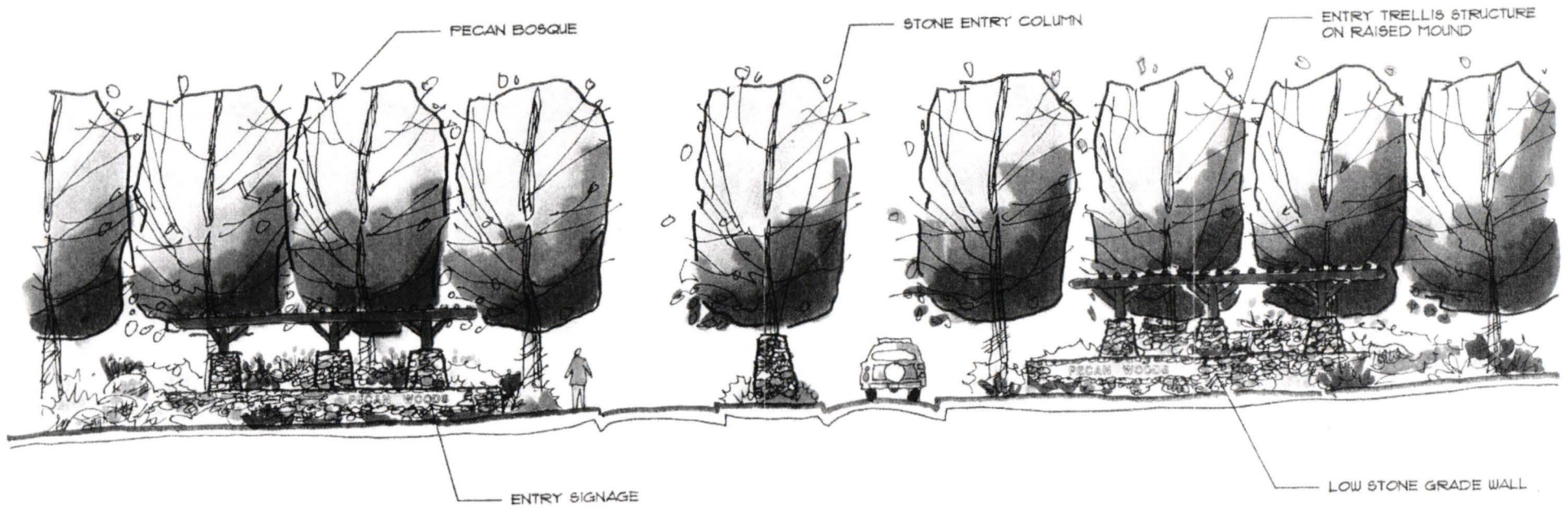
**I** MAIN LOOP ARTERIAL TYPICAL LANDSCAPE PLAN SCALE: 1/16"=1'-0"

# PECAN WOODS

Exhibit W.3



# PECAN WOODS



**N** PROJECT ENTRY MONUMENT (ENLARGED)  
ELEVATION

NOT TO SCALE

PECAN WOODS Exhibit W.5

# South Maricopa Regional Service District

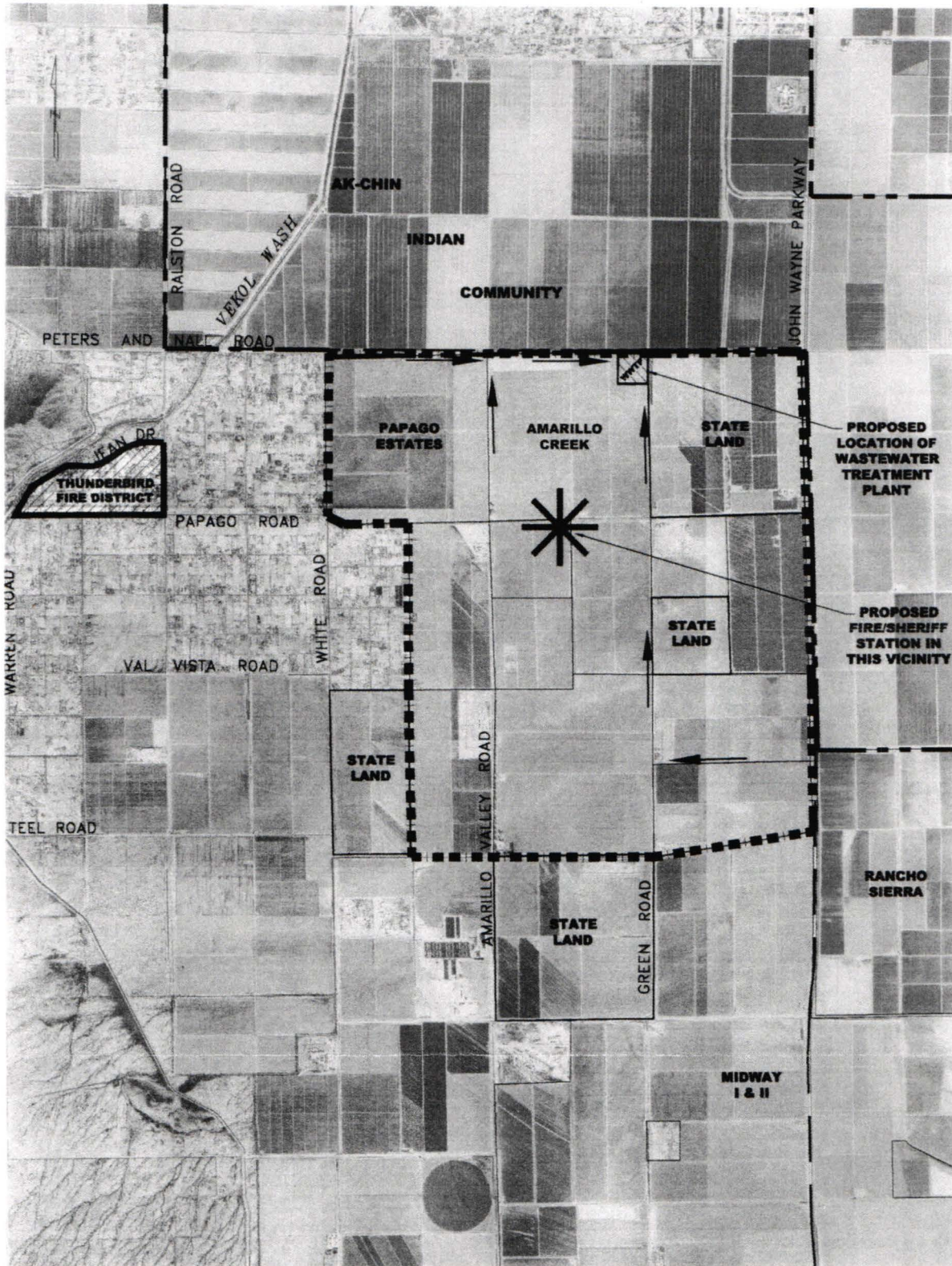


Exhibit X



N.T.S.



**Final Plats**

(copies on file with Maricopa City Clerk)

Block Plat for Pecan Woods date 1-24-22

Final Plat of Pecan Woods "Parcel A" dated 1-24-22

Final Plat of Pecan Woods "Parcel C" dated 1-24-22

Final Plat of Pecan Woods "Parcel D" dated 1-24-22

Final Plat of Pecan Woods "Parcel E" dated 1-24-22