

RESOLUTION 13-1555

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED & RESTATED DEVELOPMENT AGREEMENT REGARDING DEVELOPMENT OF A 108.5-ACRE PARCEL GENERALLY LOCATED AT THE NORTHEAST CORNER OF PERRYVILLE ROAD AND WEST HARRISON STREET WITHIN THE CITY OF GOODYEAR (AMBER MEADOWS); PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT INTENT OF RESOLUTION AND AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pacific Capital Meadows, LLC (“Owner”) owns approximately 108.5 acres generally located at the Northeast corner of Perryville Road and West Harrison Street that is to be developed as Amber Meadows and which is described in Exhibit A attached hereto (the “Property”); and

WHEREAS, Owner’s predecessor in interest, JW Ventures Investment Holdings, LLC (“JW Ventures”), in concert with a number of other owners of property located in the West Goodyear Central Planning Area entered into a Memorandum of Understanding dated May 23, 2005 and recorded on September 8, 2005 in the Official Records of the Maricopa County Recorder’s Office as Instrument No. 2005-1315299 (“MOU”); and

WHEREAS, pursuant to the terms of the MOU, the City and JW Ventures entered into a Pre-Annexation Development Agreement dated October 24, 2005 and recorded on November 1, 2005 in the Official Records of the Maricopa County Recorder’s Office as Instrument No. 2005-1656088, which addressed issues related to the development of the Property; and

WHEREAS, Owner subsequently succeeded to JW Ventures’ interest in the Property and in the Pre-Annexation Development Agreement; and

WHEREAS, the City and Owner entered into the First Amendment to the Pre-Annexation Development Agreement for Amber Meadows, which was recorded in the Official Records of Maricopa County on December 9, 2001 as Instrument No. 2011-1014661; and

WHEREAS, the pursuant to the terms of the MOU and the Pre-Annexation Development Agreement, Owner agreed, among other things, to have master water and master wastewater studies (collectively “Master Utility Studies”) prepared that identified water related facilities, including regional water delivery mains, regional wastewater trunk lines needed to serve the West Goodyear Central Planning Area, including the Property; to construct the water and wastewater improvements identified in the Master Utility Studies as needed to serve the Property; and to make a series of prepaid financial contributions that would enable the City to move forward with land acquisitions, design and construction of municipal facilities, other than regional water delivery mains and regional wastewater trunk lines identified in the Master Utility Studies, needed to serve the West Goodyear Central Planning Area; and

WHEREAS, pursuant to the terms of the MOU and the Pre-Annexation Development Agreement, the City agreed, among other things, to grant a density bonus of 0.85 dwelling units per acre over and above the base density of the General Plan Land Use Designation for the Property; to administer Cost Recovery Ordinances to provide for reimbursement for the costs of construction of regional water delivery mains and regional wastewater trunk lines; and to provide Fire/EMT services to the Property; and,

WHEREAS, on September 25, 2006, a final plat subdividing the Property into 293 single family residential lots, an number of tracts and one parcel for a future school site was approved by the Goodyear City Council; and

WHEREAS, because of the downturn in the economy, none of the final plats for the Property have been recorded and none of the financial contributions contemplated in the Pre-Annexation Development Agreement have been made, and a similar situation exists with the majority of the properties whose owners were signatories to the MOU; and

WHEREAS, Owner is desirous of retaining the density bonus that was provided, to receive fire/EMT service to the Property without having to make the pre-paid financial contributions set forth in the MOU and the Pre-Annexation Development Agreement dated October 24, 2005, and to enter into replacement development agreements that do include these obligations; and

WHEREASE, the City is willing to enter into such agreements to allow for the timely development of the Owner's Property; and

WHEREAS, the City and Owner desire to enter into this Amended & Restated Development Agreement pursuant to A.R.S. § 9-500.05 and the City's Development Code to replace and supersede the Pre-Annexation Development Agreement dated October 24, 2005 as amended.

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

Section 1. The Mayor and Council of the City of Goodyear hereby approve, and the City Manager is hereby authorized and directed to execute the Amended & Restated Development Agreement between Pacific Capital Meadows, LLC, an Arizona limited liability company and the City of Goodyear, an Arizona municipal corporation (the Agreement"), attached hereto as Exhibit B.

Section 2. The Agreement is intended to be a development agreement pursuant to A.R.S. § 9-500.05.

Section 3. The City Manager or his designee is hereby authorized and directed to take any and all actions and to execute all documents necessary to carry out the intent of this Resolution and the terms of the Agreement.

Section 4. That this Resolution shall become effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona this 24th day of June, 2013.

Georgia Lord, Mayor

ATTEST:

Maureen Scott, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Maureen Scott, being the duly appointed, qualified and acting City Clerk of the City of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution 13-1560, is a true, correct and accurate copy of Resolution 13-1555, passed and adopted at a Regular Meeting of the Council of the City of Goodyear, Maricopa County, Arizona, held on the 24th day of June, 2013, at which a quorum was present and, by a _____ vote. _____ members voted in favor of said Resolution.

Given under my hand and sealed this ____ day of _____, 2013.

Maureen Scott, City Clerk

EXHIBIT A

June 4, 2013

LEGAL DESCRIPTION FOR AMBER MEADOWS ANNEXATION PARCEL

That part of Lots 25 through 48 inclusive, White Tank Citrus Tract, Plat B, according to Book 21 of Maps, Page 28, Records of Maricopa County, Arizona, together with that portion of Jefferson Street abandoned by Road Abandonment (Road File No. 5120) as recorded in Document No. 2000-0024101, Maricopa County Records, together with that part of the Northwest Quarter of Section 10, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the Aluminum Cap Flush marking the West Quarter Corner of said Section 10, from which the Maricopa County Highway Department Brass Cap in handhole marking the Northwest Corner of said Section 10 bears North 00°16'35" East, a distance of 2,645.27 feet;

Thence South 89°46'45" East, along the South line of the Northwest Quarter of said Section 10, a distance of 43.00 feet to a point on a line which is parallel with and 43.00 feet Easterly, as measured at right angles, from the West line of the Northwest Quarter of said Section 10, and the True Point of Beginning;

Thence North 00°16'35" East, along said parallel line, a distance of 1,178.47 feet to a point on the Southerly right-of-way line of the Roosevelt Irrigation District Canal as depicted on the plat of said White Tank Citrus Tract, Plat B;

Thence North 64°05'34" East, along said Southerly right-of-way line, a distance of 2,898.04 feet to a point on the East line of the Northwest Quarter of said Section 10;

Thence South 00°15'41" West, along said East line, a distance of 2,454.71 feet to the chiseled "X" in a concrete ditch marking the Center of said Section 10;

Thence North 89°46'45" West, along the South line of the Northwest Quarter of said Section 10, a distance of 2,601.31 feet to the True Point of Beginning.

Containing 108.474 Acres, more or less.



Expires: 6/30/2013

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EXHIBIT B

Amended & Restated Development Agreement

(attached)