

RESOLUTION NO. 17-1780

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

WHEREAS, Hinton Amber Meadows, LLP, an Arizona limited partnership (“Owner”) owns approximately 108.5 acres generally located at the northeast corner of Perryville Road and the future Harrison Street alignment within the City of Goodyear, as more specifically described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the Property is located within the West Goodyear Central Planning Area (“WGCPA”); and

WHEREAS, Owner’s predecessor in interest to the Property was a member of a group of owners of properties in the WGCPA (“WGCPA Properties”) that has been working with the City since 2005 to facilitate development in the WGCPA, the members of this group are known as “IDG Members”; and

WHEREAS, the City and certain of the IDG Members, including Owner’s predecessor in interest to the Property, Pacific Capital Meadows, L.L.C., an Arizona limited liability company (“Pacific Capital”) entered into amended and restated development agreements, one of the purposes of which was to facilitate the timely and orderly development of the WGCPA Properties; and

WHEREAS, Pacific Capital and the City of Goodyear (the “City”) entered into that certain Amended & Restated Development Agreement for Amber Meadows dated June 26, 2013 recorded in the official records of Maricopa County, Arizona as Record No. 2013 0595602 (“Amber Meadows Amended & Restated Development Agreement”), which was amended five times and which sets forth certain obligations and commitments of the Parties relative to the development of the Property; and

WHEREAS, Hinton Amber Meadows LLP, an Arizona limited liability partnership, having acquired the Property, succeeded to the interests of Pacific Capital in the Property and in the Amber Meadows Amended & Restated Development Agreement as amended; and

WHEREAS, Owner was and is a member of a group of owners of properties in the WGCPA (“WGCPA Properties”) that has been working with the City since 2005 to facilitate development in the WGCPA; and

WHEREAS, the City and certain owners of WGCPA Properties, including Owner, entered into development agreements to facilitate the timely and orderly development of the WGCPA Properties; and

WHEREAS, Owner and the City of Goodyear (the “City”) entered into that certain Pre-Annexation Development Agreement recorded on November 1, 2005 in the official records of Maricopa County, Arizona as Record No. 2005-1656088; and

WHEREAS, because of the down turn in the real estate market, Owner and certain other owners of the West Goodyear Central Planning Area Properties sought to amend the terms of their respective development agreements to, among other things, relieve the owners of the substantial up-front cash outlays required under the terms of their respective development agreements; and

WHEREAS, Owner and the City of Goodyear (the “City”) entered into that certain Amended & Restated Development Agreement for Amber Meadows dated June 28, 2013 recorded in the official records of Maricopa County, Arizona as Record No. 2013 0595601 (“Amended & Restated Development Agreement (Amber Meadows)”), which was amended five time and sets forth certain obligations and commitments of the Parties relative to the development of the Property; and

WHEREAS, following an upturn in the real estate market, staff began meeting with owners of various WGCPA Properties to discuss their development plans, during which staff was informed that the significant up front infrastructure requirements required of the WGCPA Properties was causing potential homebuilders to lose interest in developing in WGCPA; and

WHEREAS, City staff and a majority of the owners, developers and/or representatives of the WGCPA Properties formulated a new development strategy and development agreement template for the WGCPA Properties that was intended to spur the development of the WGCPA Properties; and

WHEREAS, pursuant to the new development strategy, Owner and the City entered into that certain Second Amended & Restated Development Agreement for Amber Meadows recorded on April 29, 2016 in the official records of Maricopa County, Arizona as Record No. 2016 0289084 (“Second Amended & Restated Development Agreement For Amber Meadows”); and

WHEREAS, under the terms of the Amber Meadows Second Amended & Restated Development Agreement, the existing approved final plats for Amber Meadows will terminate if at least one of the existing approved final plats subdividing the Property is not recorded by January 24, 2017; and

WHEREAS, City staff and certain WGCPA Properties, developers and/or their representatives are working intently with the City on a new agreement for some of the WGCPA properties to construct offsite water and sewer infrastructure in advance of development;

WHEREAS, in order to allow City staff, and certain WGCPA Property owners, developers and/or their representatives to work on a new agreement with the City for the construction of water and sewer infrastructure, the City is willing to extend the deadline stated in the 2nd ARDA for recording the existing approved final plats for Amber Meadows until April 24, 2017.

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 the First Amendment to the Second Amended & Restated Development Agreement for Amber Meadows between Hinton Amber Meadows, LLP, an Arizona limited liability company and the City of Goodyear, an Arizona municipal corporation attached hereto as Exhibit B (the "First Amendment"); and

SECTION 2. The City Manager is hereby authorized and directed to execute the First Amendment attached hereto as Exhibit B; and

SECTION 3. The First Amendment is intended to be a development agreement pursuant to A.R.S. § 9-500.05.

SECTION 4. 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 First Amendment.

SECTION 5. That this Resolution shall become effective as provided by law.

Georgia Lord, Mayor

Maureen Scott, City Clerk

Roric Massey, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

Given under my hand and sealed this ____ day of _____, 2017.

Maureen Scott, City Clerk

EXHIBIT A

RESOLUTION 17-1780

Legal Description of Amber Meadows

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

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FIRST AMENDMENT TO SECOND AMENDED & RESTATED DEVELOPMENT AGREEMENT

FOR AMBER MEADOWS

(attached)