

# *HENRY PARK*

## **COMMUNITY MASTER PLAN ZONING SUBMITTAL TOWN OF BUCKEYE, ARIZONA**

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**APPROVED**

**NOV 15 2005**

TOWN OF BUCKEYE  
PLANNING AND DEVELOPMENT

**1<sup>st</sup> Submittal: 9 September 2005**  
**2<sup>nd</sup> Submittal: 14 October 2005**

**HENRY PARK  
COMMUNITY MASTER PLAN  
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Note: The exhibits in the CMP booklet are conceptual illustrations reflecting the intent of the master plan rather than the final design.

***HENRY PARK  
COMMUNITY MASTER PLAN***

**Project Introduction & Overview**

The purpose of this application is to obtain approval of a Community Master Plan (“CMP”) to allow development of a residential community by Stardust-REIF No. 5, L.L.C. (“Stardust”) to be known as Henry Park. The subject site is approximately 479 acres in size and located in the southwest corner of Broadway Road and Dean Road. The CMP is requested to create a plan that is more responsive to today’s residential market and to establish standards for the development of homes in that area.

Applications to annex the property adopt land use designations that are consistent with the project and to zone the property to PC have been filed with the Town and are in process. The official application to annex the unincorporated areas of this site from Maricopa County to the Town of Buckeye is part of a separate application A05-16 scheduled for Town Council, second reading, on October 18, 2005. The official application to amend the General Plan for the property from Mixed Economic, Single Family and Heavy Industrial to Master Planned Community is part of a separate application GPA05-05 scheduled for Town Council on November 1, 2005. The official application to amend the zoning classification on approximately 320 acres of the property from County Rural-43/Rural Residential to Planned Community is part of a separate application RZ05-12 scheduled for Town Council on November 1, 2005.

Henry Park proposes to offer a mix of single-family home ownership opportunities. This housing would be provided on a variety of lot sizes that are supported by a series of open spaces and neighborhood amenities. The long-term quality of the community is insured by: the project design, amenity package, architectural design standards and open space landscaping.

Interstate 10 and Jackrabbit Trail south to Broadway Road provides primary access to Henry Park. Driving time from downtown Phoenix is approximately 30 minutes.

The design team for Henry Park includes the following key people:

- ❖ Christine Taratsas with ALD. Mrs. Taratsas and her staff are providing high quality land planning design.
- ❖ Kevin Morgan, Edgar Medina and Elijah Williams with EPS Group, Inc. Mr. Morgan, Mr. Medina, Mr. Williams and their staff are providing civil engineering services, and will design the drainage, water and wastewater systems.
- ❖ Chuck Wright with Kimley-Horn & Associates. Mr. Wright and his staff are providing traffic engineering services, ensuring that the proposed design provides adequate traffic capacity and circulation now and in the future.
- ❖ Matt Franklin with F2Group. Mr. Franklin and his staff are providing high quality landscape architecture design.
- ❖ Stephen Earl with the law firm Earl, Curley & Lagarde. Mr. Earl and his staff will provide legal counsel.

***HENRY PARK  
COMMUNITY MASTER PLAN***

**Project Site Description**

The Property is approximately 479 acres in size and is located in Section 26 of Township 1 North Range 3 West in Maricopa County, Arizona. The site is generally bounded by Broadway Road to the north, Dean Road to the east, Southern Avenue to the south and Rainbow Road to the west.

***Existing Conditions***

All of the property is currently vacant agricultural land with sloping terrain towards the southeast. The site encompasses a combination of Roosevelt Irrigation District (“RID”) and private ditches to supply water to the crops.





***HENRY PARK  
COMMUNITY MASTER PLAN***

**Land Use**

The land uses proposed for the Henry Park Community Master Plan are primarily residential with supporting non-residential uses and a large recreational and open space system. One (1) elementary school site is shown conceptually. The developer of Henry Park will gift the land to the school district for the necessary school site, based upon a reasonable assessment of school needs. The developer has met with the Liberty Elementary School District, the Buckeye Elementary School District and the Buckeye Union High School to discuss the districts requirements. It is important to note that the possible imposition of a future school impact fee would take the place of the developer's commitment to provide land to the districts without compensation. In other words, the developer and subsequent homebuilders shall not be obligated to both pay a school impact fee and provide land to the districts free of charge.

A land use chart is presented at the end of this section. Acreage and residential unit summaries are also included. Densities of individual residential projects/subdivisions will vary from 0-4 dwelling units per acre with separate areas designated for attached or cluster style housing of up to 7 dwelling units per acre. Overall density is supported by the large amount of open space and facilities provided.

The circulation system has two fundamental components. The interior design utilizes two collector streets to provide convenient access to the arterials and the proposed school site within the project. Major north-south arterials facilitate the necessary north-south traffic counts to and from I-10 without adversely impacting the interior community design.

***Public Facilities Plan***

**Schools**

A 16 gross acre elementary school site is proposed near the geographical center of Henry Park which makes it easily accessible as well as a central focal point to the project. As noted above, Henry Park will be donating an elementary school site to the Liberty School Elementary

District as well making additional monetary contributions to the Buckeye Elementary School District and the Buckeye Union High School District.

#### Public and Common Recreation Facilities

Parks and open spaces in Henry Park are planned to meet the standards of the draft Parks and Recreation Master Plan of the Town of Buckeye. Currently, the CMP proposes approximately 40 acres of useable open space which exceeds the proposed standard of 7 ac/1,000 pop. Overall, Henry Park has approx. 68 acres which includes a 25 -40 wide drainage tract to convey upstream run-off around the property. The active and passive open space will be improved as described in the subsequent sections titled Recreation/Open Space and Park System and accompanying exhibits.

#### Police/Fire/Libraries

No police station or fire station is proposed in Henry Park. Fire service will be provided out of the Sundance facility and police will be served out of Downtown. No libraries are proposed.

#### Public Facility Phasing

The basic street infrastructure and public facilities (including the drainage tract on Dean Road, will be constructed or provided in the designated phase shown on the Phasing Map under Tab D except for the elementary school. The school site will be donated upon request but construction of the facility is decided by to the Liberty Elementary School District.

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### ***Parcel Character***

Henry Park is planned as a series of 17 parcels. Major recreation areas and schools are designed as Community focal points. The extensive trail system, designed along the internal collector streets and within specific drainage corridors, provides bicycle and pedestrian connections to the recreation areas and throughout the Community.

Housing diversity is accomplished through a variety of detached single-family lots with typical sizes ranging from 50' wide (5,750 square feet) to 80' wide (10,000 square feet). The density of Henry Park is approximately 3.65 dwelling units per gross acre for residential and 3.85 dwelling units per net acre for residential.

Henry Park includes approximately 31 acres of commercial. The strategic location for the Henry Park commercial nodes are at the SW corner of Broadway Road and Dean Road with another at the NW corner of Southern Avenue and Dean Road. These locations, along the eastern boundary of the property, create a transition from the planned industrial use(s) to the east and the existing truss plant located on the south side of Southern Avenue.

Gated communities are not specifically designated at this time. The approval of this Community Master Plan will provide the flexibility to determine specific locations for gated communities during the Preliminary Plat process.

In summary, the Henry Park Community Master Plan provides Medium Density Residential as the major land use category, comprising 58.4% of the land area. The Medium/High Density Residential equal 14.2%. Commercial equal 6.0%. Combined open space uses, including 5 acres of the school site and 10% of the Medium/High Density Residential comprise 14.2% of the land area. And schools and rights-of-way provide the remaining 7.2%.

### ***Development Schedule***

It is anticipated that the project will be built in two phases. Sub-phases may be considered to accommodate infrastructure construction and the construction of model home complexes.

***HENRY PARK  
COMMUNITY MASTER PLAN***

***Residential Permitted Uses***

- Age-restricted housing, including on-lot casita units without kitchens
- Churches
- Guest houses
- Home occupations subject to the following:
  - A commercial activity that: (1) is conducted by a person on the same lot (in a residential district) where such person resides, and (2) is not so insubstantial or incidental or is not so commonly associated with the residential use as to be regarded as an accessory use but that can be conducted without any significantly adverse impact on the surrounding neighborhood. The following shall not be allowed:
    1. Signs;
    2. On premise employees who do not reside at subject dwelling;
    3. Heavy machinery;
    4. Outdoor storage; or
    5. Chemicals materials or equipment not normally found in a residential area
- Mixed Residential Uses
  - Medium/High Density Residential, 7 dwelling units per acre
    - Attached/Detached/Cluster
  - Medium Density Residential, 0-4 dwelling units per acre
    - Detached
- Places of worship
- Parks, public and private
- Schools, public and private
- Temporary uses including sales/marketing facilities, model home complexes, construction trailers and related accessory uses.
- Public utility building and facilities

Adult uses are prohibited in residential areas.

Accessory Uses:

Subordinate uses of a building, other structure or the land are allowed as accessory uses when the subordinate use is:

Clearly incidental to the use of the main building, other structure, or use of land.

***HENRY PARK  
COMMUNITY MASTER PLAN***

***Commercial/Business Center Permitted Uses***

- Automobile, boat or recreational vehicle sales, service and rental
- Banks and others savings and lending institutions
- Bowling alley
- Cabinet making/woodworking
- Church and parish house
- Clinic/health care facility
- Club, private nonprofit
- Contractors storage yards shall be for temporary use only for onsite construction
- Convenience uses including drive-in uses
- Day care centers
- Equipment and tool rental
- Funeral home
- Gas station/convenience store
- Golf course/resort and customary accessory uses
- Greenhouse
- Home improvement centers
- Hospitals
- Hotels/motels
- Scientific or business research development and testing laboratories and offices
- Liquor stores
- Machinery sales and services
- Manufacturing, fabrication and assembly
- Museum
- Nursing home
- Places of public assembly
- Places of worship
- Plant nurseries, retail

- Plant nurseries, wholesale
- Professional, business and administrative offices
- Restaurants and bars
- Retail, convenience establishment
- Retail, general establishment
- Schools, public and private
- Service establishment
- Shopping center/plaza mall
- Sports facilities, including stadiums and customary accessory uses
- Veterinary clinic
- Veterinary hospital
- Warehousing and distribution, retail
- Warehousing and distribution, wholesale

Adult uses are prohibited in commercial/business center areas.

Accessory Uses:

Subordinate uses of a building, other structure or the land are allowed as accessory uses when the subordinate use is:

Clearly incidental to the use of the main building, other structure, or use of land.

**HENRY PARK  
LAND USE TABLE**

Land Use	Parcel No.	Acres	Units	Density
Medium Density Residential	1	29.7	127	4.3
Medium Density Residential	2	25.2	91	3.6
Medium Density Residential	3	34.4	91	2.6
Medium Density Residential	4	33.9	102	3.0
Medium Density Residential	5	31.9	83	2.6
Proposed Elementary School	6	16.1	-	-
Medium Density Residential	7	38.0	124	3.3
Park	8	7.2	-	-
Medium Density Residential	9	37.0	103	2.8
Medium Density Residential	10	37.5	107	2.9
Commercial	11	5.7	-	-
Medium/High Density Residential	12	34.6	242	7.0
Medium Density Residential	13	36.5	139	3.8
Medium Density Residential	14	30.2	134	4.4
Medium/High Density Residential	15	21.0	147	7.0
Medium/High Density Residential	16	21.0	147	7.0
Commercial	17	25.5	-	-
Drainage Tract	18	14.0	-	-
<b>Total</b>		<b>479.4</b>	<b>1,637</b>	

Density Summary	Acres	Units	Density	Density %
<b>Total Gross Density</b>	479.4	1,637	3.41	-
Medium Density Residential	371.6	1,101	2.96	67%
Medium/High Density Residential	76.6	536	7.00	33%
Residential Total Gross Density	448.2	1637	3.65	-
<b>Total Net Density</b>	424.9	1,637	3.85	-

Note: Per Town of Buckeye Ordinance net density excludes commercial parcels and arterial roadways.

<b>Open Space Summary</b>	<b>Acres</b>	<b>Acreage %</b>
Park	6.6	10%
Elementary School	5.0	7%
Medium Density Residential Retention	40.9	60%
Medium/High Density Residential Retention (10%)	7.4	11%
Utility Open Space (RID)	3.0	4%
Drainage Channel	5.2	8%
<b>Total</b>	<b>68.1</b>	<b>100%</b>
Percentage based on total gross acreage		14.2%
Percentage based on total net acreage		16.0%

<b>Summary</b>	<b>Acres</b>	<b>Units</b>	<b>Acreage %</b>
Medium Density Residential	279.9	1,101	58.4%
Medium/High Density Residential	68.1	536	14.2%
School/Park/Open Space/Utility Open Space	68.1	-	14.2%
Commercial	28.8	-	6.0%
School/Arterial Rights-Of-Way	34.5	-	7.2%
<b>Total</b>	<b>479.4</b>	<b>1,637</b>	<b>100%</b>

**HENRY PARK  
LAND USE TABLE - OPEN SPACE**

<b>Open Space Summary</b>	<b>Acres</b>	<b>Acreage %</b>
Park	6.6	10%
Elementary School	5.0	7%
Medium Density Residential Retention	40.9	60%
Medium/High Density Residential Retention (10%)	7.4	11%
Utility Open Space (RID)	3.0	4%
Drainage Channel	5.2	8%
<b>Total</b>	<b>68.1</b>	<b>100%</b>
Percentage based on total gross acreage		14.2%
Percentage based on total net acreage		16.0%

<b>Breakdown of Medium Density Residential:</b>	<b>Acres</b>
Active open space	13.03
Passive open space	16.27
Tracts	11.6
<b>Total</b>	<b>40.9</b>

<b>Total Useable Open Space</b>	<b>Acres</b>
Active open space	12.5
Passive open space	16.8
Park	6.6
School	5.0
<b>Total</b>	<b>40.9</b>

Broadway Road

Rainbow Road



# Henry Park

## Conceptual Land Use Plan

Prepared For:  
 Stardust Companies  
 6730 N. Scottsdale Road  
 Suite #230  
 Scottsdale, Arizona 85253  
 Phone 480.607.5800  
 Fax 480.607.5801

Prepared By:  
 Arizona Land Design  
 5202 East Oakhurst Way  
 Scottsdale, Arizona 85254  
 Phone: 480.951.6410  
 Fax: 480.315.8698  
 Contact:  
 Christine Tarateas, R.L.A.

Parcel 18  
 Drainage Tract and  
 Dean Road  
 14.0 Acres

This plan is conceptual  
 in nature and subject  
 to change.

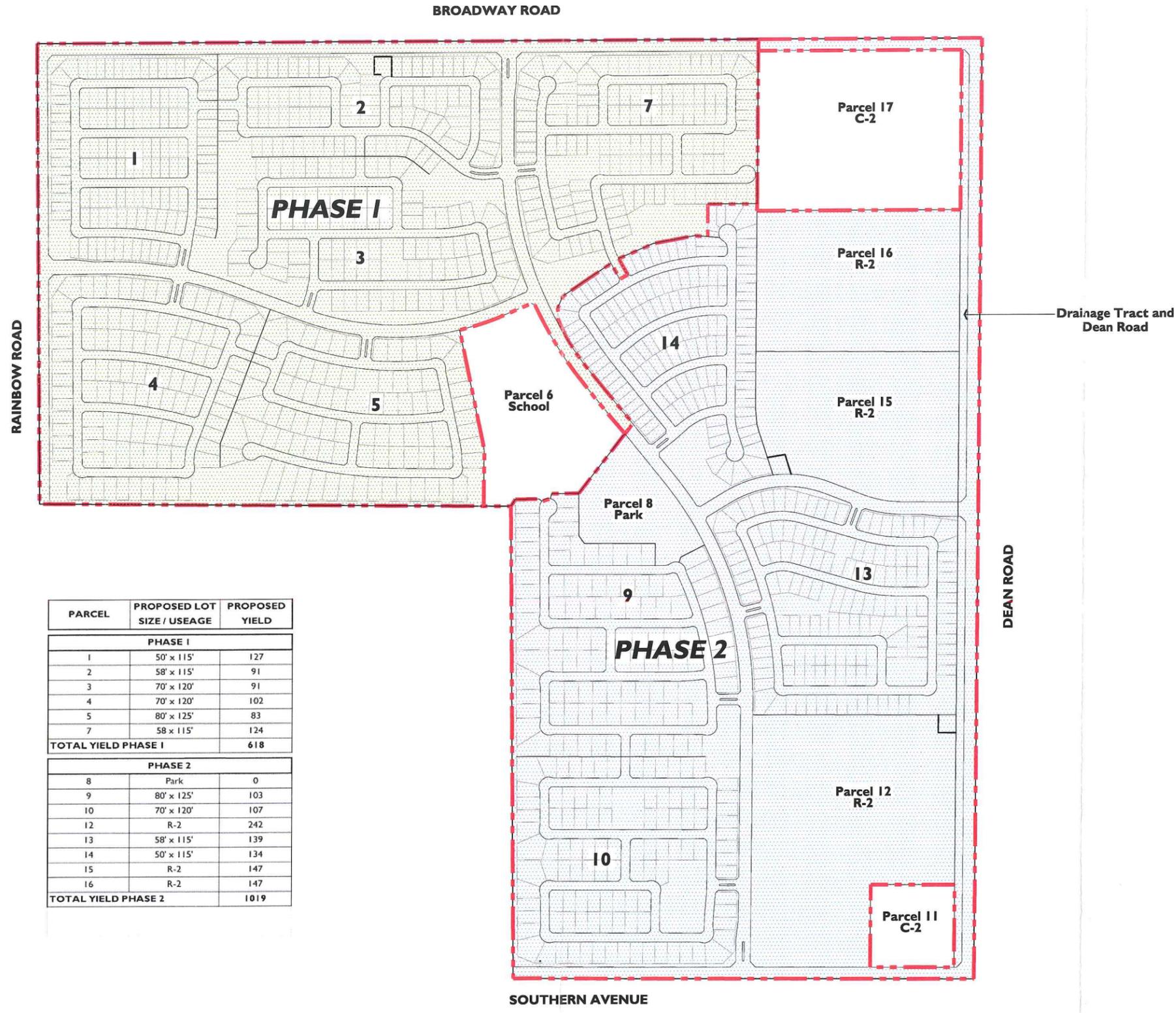


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 Date: 09.08.05

Southern Avenue

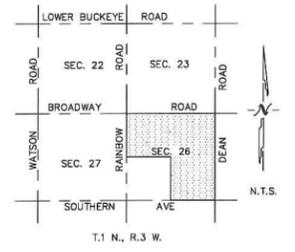
Dean Road

04-117



PARCEL	PROPOSED LOT SIZE / USEAGE	PROPOSED YIELD
<b>PHASE 1</b>		
1	50' x 115'	127
2	58' x 115'	91
3	70' x 120'	91
4	70' x 120'	102
5	80' x 125'	83
7	58' x 115'	124
<b>TOTAL YIELD PHASE 1</b>		<b>618</b>
<b>PHASE 2</b>		
8	Park	0
9	80' x 125'	103
10	70' x 120'	107
12	R-2	242
13	58' x 115'	139
14	50' x 115'	134
15	R-2	147
16	R-2	147
<b>TOTAL YIELD PHASE 2</b>		<b>1019</b>

**SECTION MAP**



**LEGEND**

- PROPOSED PHASE LIMITS
- PROPOSED PHASE 1
- PROPOSED PHASE 2

**eps group, inc.**  
 Engineers, Planners & Surveyors  
 2150-1 S. Country Club Dr., Ste. 21, Mesa, Arizona 85210  
 Phone (480) 502-2250 Fax (480) 502-2258

**HENRY PARK**  
 Buckeye, Arizona  
**PHASING MAP**

Project: \_\_\_\_\_

Revisions:


CALL THE WORKING DAYS BEFORE YOU DIG  
 263-1100  
 1-800-STAKE-IT  
(OUTSIDE MARICOPA COUNTY)

Designer: EM  
 Drawn by: EM

Job No. **04-117**  
 Date **08-30-05**  
 Sheet No. **PM**

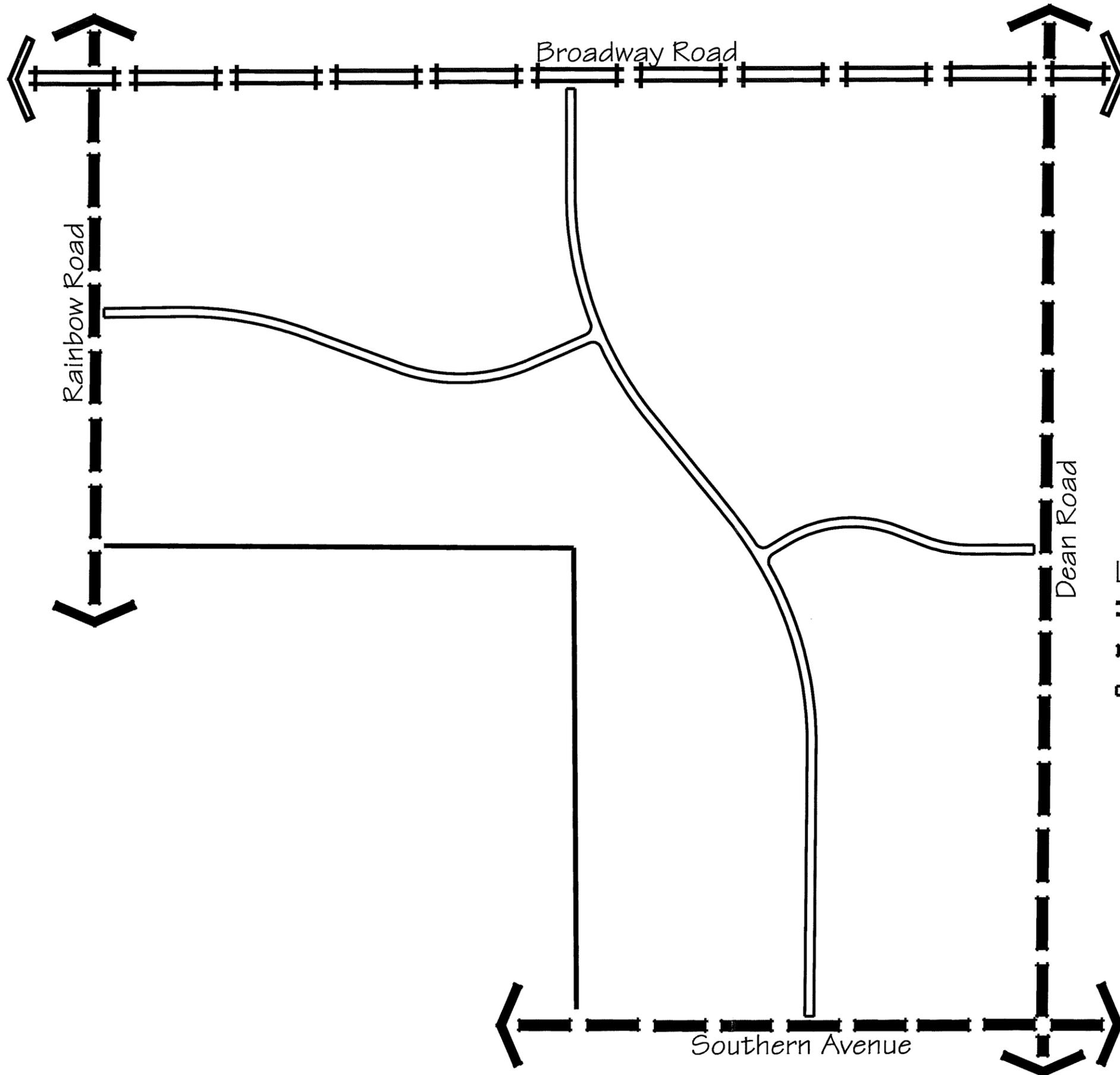
***HENRY PARK  
COMMUNITY MASTER PLAN***

**Circulation**

Dean Road, Southern Avenue and Rainbow Road are classified as Minor Arterials with a 55' half street right-of-way. Broadway Road is classified as a Major Arterial with a 65' half street right-of-way. The Collectors within the project provide a full 70' of right-of-way.

The interior design utilizes two collector streets to provide convenient access to the arterials and the proposed school site within the project. Major north-south arterials facilitate the necessary north-south traffic counts to and from I-10 without adversely impacting the interior community design.

Chuck Wright with Kimley-Horn and Associates, the community traffic engineer, has prepared a Circulation Plan presenting the technical aspects of the circulation system. This report can be found in Section 7.



# Henry Park

Master Circulation Exhibit

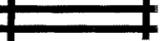
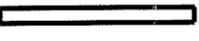
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 Fax 480.607.5801

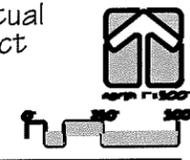
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 5202 East Oakhurst Way  
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 Fax: 480.315.8698  
 Contact:  
 Christine Taratsas, R.L.A.

**Legend:**

-  Major Arterial Street
-  Minor Arterial Street
-  Collector Street

This plan is conceptual  
 in nature and subject  
 to change.

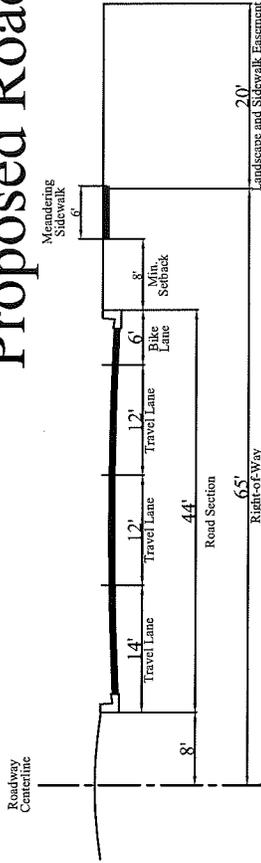


Job #05.02  
 Date: 05.25.05

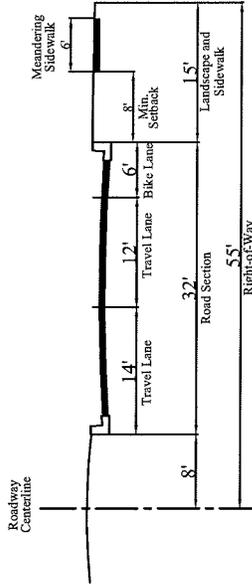


Kimley-Horn  
and Associates, Inc.

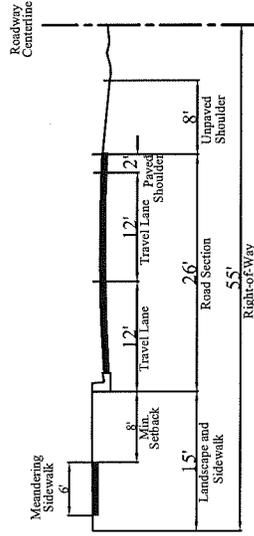
# Proposed Roadway Sections



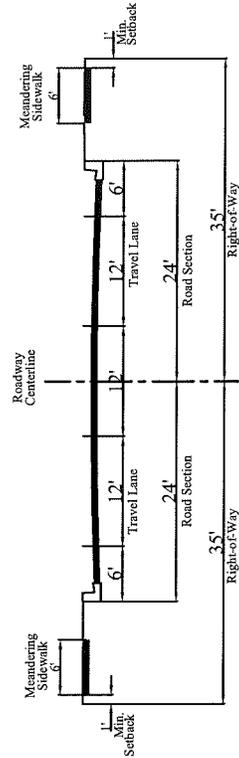
**Major Arterial**  
(Broadway Road)



**Minor Arterial**  
(Rainbow Road and Dean Road)



**Modified Minor Arterial**  
(Southern Avenue)

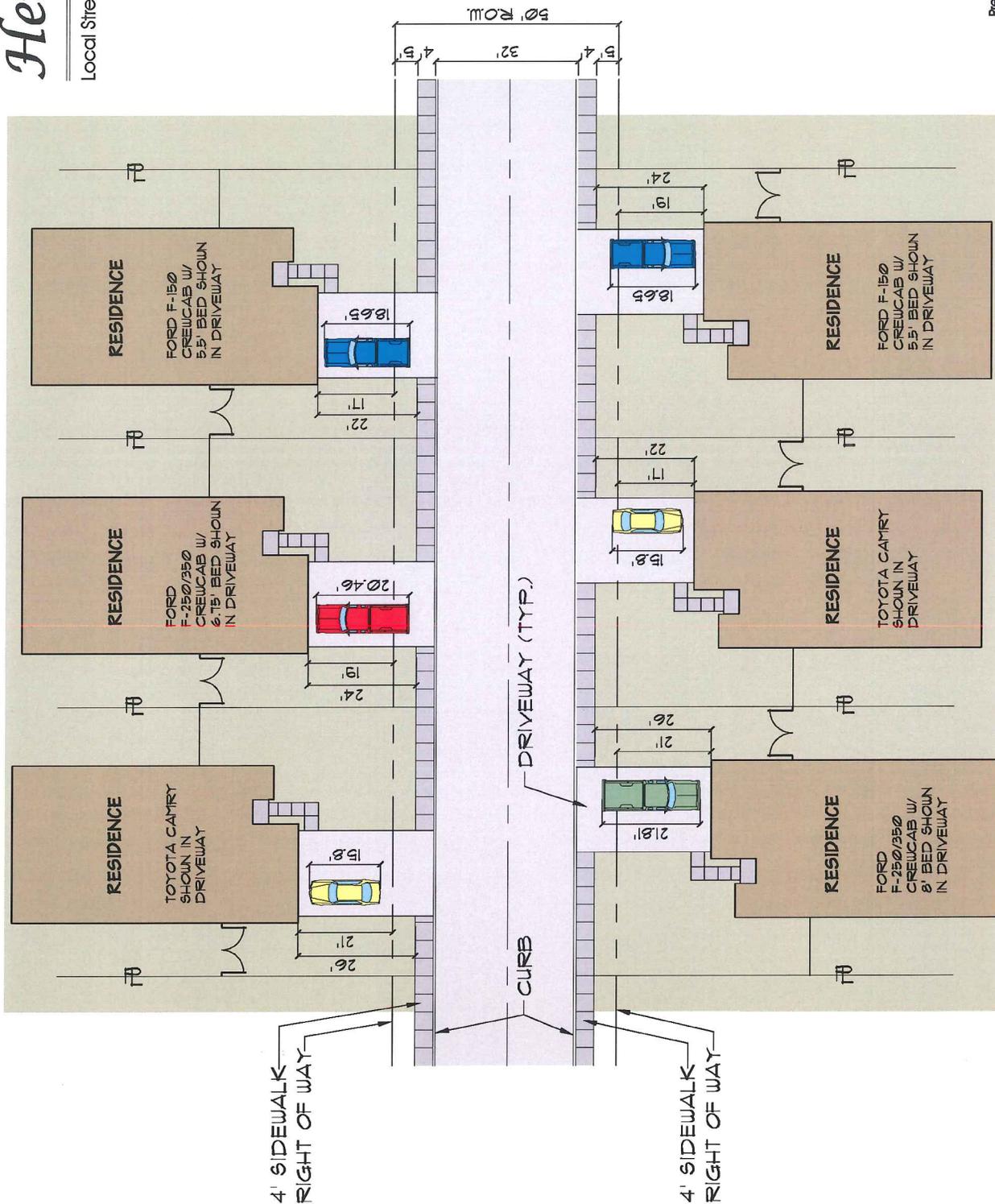


**Minor Collector**  
(Internal Roadways)



# Henry Park

Local Street Layout and Setback Exhibit



Prepared For: Stardust Companies



FOC GROUP, INC.  
10.12.05

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COMMUNITY MASTER PLAN***

**Project Design Introduction**

Distinctive community monuments will create the character that will be carried throughout the community in the project entryways, interior open space areas and perimeter wall treatments.

Active and passive amenities are provided throughout the community. Meandering sidewalks along the collector streets give residents convenient access to all amenities.

A proposed elementary school site will provide active recreation in the form of ball fields and playgrounds.

The Henry Park Community Association will be responsible for the maintenance of the amenities, open space areas and landscape tracts. In conjunction with the Henry Park Community Association, a Residential Design Review Committee (“RDRC”) will be formed to enforce the community design standards.

***HENRY PARK  
COMMUNITY MASTER PLAN***

***Recreation/Open Space***

Henry Park offers a Recreation System that encourages and fosters interaction among the parcels. The proposed street sections provide the basis of the trail system network through meandering sidewalks. Pocket Parks and a Neighborhood Park provide a wide variety of amenities for the community.

The trail system incorporates a 6' sidewalk on both sides of arterial streets within a landscape tract, and a 6' sidewalk on both sides of the collector streets. A 6' striped bike lane is provided along the project collector streets. All local streets will be 32' wide from back of curb to back of curb with attached 4' sidewalk on both sides.

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***Park System***

Pocket Parks and a Neighborhood Park create the park system throughout the community. The Pocket Parks will have amenities focused on younger children such as play structures, swings and spring animals. Other features of the parks will be turf areas, a ramada with tables, grills and low level lighting.

The Neighborhood Park will have a tot lot for younger children with a picnic area, basketball courts and a soccer field.

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***Landscaping/Entry Monumentation/Perimeter Walls***

The landscape master plan consists of a comprehensive plant palette. The type of plant material used will vary depending on location and desired impact. Decomposed granite, rocks, boulders and other compatible materials may be used to supplement the landscaping design and enhance the character of the community theme. For recreational uses, large turf areas are incorporated within common areas and provide a lush appearance.

The Primary Entries are located at Broadway Road and Southern Avenue. The Secondary Entries are located at Rainbow Road and Dean Road. These distinctive community monuments will create the character that will be carried throughout the community in the project entryways, interior open space areas and perimeter wall treatments.

Each of the parcels is designed with landscaped medians and subdivision entry signage to give the community a cohesive appearance.

Perimeter theme walls will be constructed along the arterial roads. The perimeter theme wall will be constructed to an approximate height of 6'8" to 7' height, and will include columns at approximately 250' intervals with a decorative block pattern between the columns to relieve the linear character of the arterial walls. Interior collector theme walls, 6' in height, will be constructed along the collector streets. View walls will be constructed in specified locations adjacent to the open space area, with exact locations to be determined at the time the landscaping plans are prepared and submitted.

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COMMUNITY MASTER PLAN***

***Streetscape***

Landscaping for each roadway section varies with its significance. The median features a combination of trees and low-level plant material to add visual interest and provide separation for traffic. An informal desert landscape along the pedestrian walkways on both sides of the roadway creates a pleasant community experience.

The typical street side planting will be accented by the community wall. Turf is not allowed within public right-of-ways. Right-of-way landscaping shall be limited to the ADWR approved plant list.

***HENRY PARK  
COMMUNITY MASTER PLAN***

***Signage***

A Comprehensive Sign Package will be submitted for approval by the Town of Buckeye at the Preliminary Plat stage.

# Henry Park

## Conceptual Open Space Plan



### Proposed Open Space Amenities

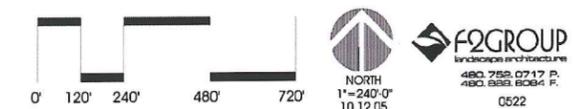
- A** Parcel 10 - Pocket Park  
(1) Childrens Play Structure  
(1) Swing Set  
(2) Spring Toys/Animal Sculptures  
(1) Ramada  
(1) BBQ Grill  
(2) Picnic Tables  
(1) Bench  
(1) Trash Receptacle  
(1) Bike Rack
- B** Parcel 13 - Pocket Park  
(1) Childrens Play Structure  
(1) Swing Set  
(2) Spring Toys/Animal Sculptures  
(1) Ramada  
(1) BBQ Grill  
(2) Picnic Tables  
(1) Bench  
(1) Trash Receptacle  
(1) Bike Rack
- C** Parcel 4 - Pocket Park  
(1) Childrens Play Structure  
(1) Swing Set  
(2) Spring Toys/Animal Sculptures  
(1) Ramada  
(1) BBQ Grill  
(2) Picnic Tables  
(1) Bench  
(1) Trash Receptacle  
(1) Bike Rack
- D** Parcel 1/3 - Pocket Park  
(1) Childrens Play Structure  
(1) Swing Set  
(2) Spring Toys/Animal Sculptures  
(1) Ramada  
(1) BBQ Grill  
(2) Picnic Tables  
(1) Bench  
(1) Trash Receptacle  
(1) Bike Rack
- E** Parcel 2/3 - Pocket Park  
(1) Childrens Play Structure  
(1) Swing Set  
(2) Spring Toys/Animal Sculptures  
(1) Ramada  
(2) Picnic Tables  
(1) Bench  
(1) Trash Receptacle  
(1) Bike Rack
- F** Parcel 7 - Pocket Park  
(1) Childrens Play Structure  
(1) Swing Set  
(2) Spring Toys/Animal Sculptures  
(1) Ramada  
(1) BBQ Grill  
(2) Picnic Tables  
(1) Bench  
(1) Trash Receptacle  
(1) Bike Rack
- G** Parcel 8 - Neighborhood Park  
(1) Childrens Play Structure  
(1) Swing Set  
(2) Spring Toys/Animal Sculptures  
(2) Ramadas  
(2) BBQ Grills  
(2) Picnic Tables  
(4) Benches  
(2) Trash Receptacle  
(1) Bike Rack  
(1) Soccer Field  
(2) Basketball Courts
- H** Parcel 5 - Pocket Park  
(1) Childrens Play Structure  
(1) Swing Set  
(2) Spring Toys/Animal Sculptures  
(1) Ramada  
(1) BBQ Grill  
(2) Picnic Tables  
(1) Bench  
(1) Trash Receptacle  
(1) Bike Rack

### Conceptual Plant Palette

#### Botanical/Common Name

TREES	ACCENTS	GROUNDCOVERS
ACACIA ANJERA MULGA	AGAVE SP. AGAVE	ACACIA REDOLENS 'DESERT CARPET'
ACACIA SALACINA WILLOW ACACIA	ASCLEPIAS SUBULATA DESERT MILKWEEED	BACCHARIS 'CENTENNIAL' DESERT BROOM HYBRID
ACACIA SMALLII SWEET ACACIA	CARNEGIEA GIGANTEA SAGUARO	CONVOLVULUS CNEORUM BUSH MORNING GLORY
CERCIDIUM SP. PALO VERDE	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM	CYNODON DACTYLON COMMON BERMUDA
CHILOPSIS LINEARIS DESERT WILLOW	DASYLIRION ACROTRICHE GREEN DESERT SPOON	DALEA SP. DALEA
DALBERGIA SISSOO SISSOO TREE	FEROCACTUS WISLIZENII FISHHOOK BARREL CACTUS	HYMENOXYIS ACAULIS ANGELITA DAISY
FRAXINUS VELITINA FANTEX ASH	FOUQUIERA SPLENDENS OCOTILLO	LANTANA MONTEVIDENSIS PURPLE LANTANA
OLNEYA TESOTA IRONWOOD	HESPERALOE SP. YUCCA	LANTANA SP. 'NEW GOLD' LANTANA
PHOENIX DACTYLIFERA DATE PALM	OPUNTIA ENGELMANNII ENGELMANN'S PRICKLY PEAR	PENSTEMON SP. PENSTEMON
	YUCCA SP. YUCCA	VERBENA SP. VERBENA
SHRUBS/VINES		
AMBROSIA DELTOIDES BURSAGE	JUSTICIA CALIFORNICA CHUPAROSA	
ANISACANTHUS THURBERI DESERT HONEYSUCKLE	LARREA TRIDENTATA CREOSOTE	
BAILEYA MULTIRADIATA DESERT MARIGOLD	LUECOPHYLLUM SP. TEXAS SAGE	
BOUGAINVILLEA SP. BOUGAINVILLEA	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	
CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	MUHLENBERGIA RIGENS DEER GRASS	
CALLIANDRA SP. FAIRY DUSTER	NERIUM OLEANDER OLEANDER	
CASSIA SP. CASSIA	RUPELLIA BRITTONIANA RUPELLIA	
ENCELIA FARINOSA BRITTLEBUSH	RUPELLIA PENINSULARIS BAJA RUPELLIA	
EREMOPHILA SP. VALENTINE	SIMMONDSIA CHINENSIS JOJOBA	

Prepared For: Stardust Companies



# Henry Park

Conceptual Pocket Park



Prepared For: Stardust Companies



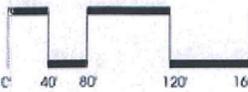
**F2GROUP**  
landscape architecture  
2803 75th Street P.  
4000 19th Street P.  
0622

# Henry Park

Conceptual Neighborhood Park



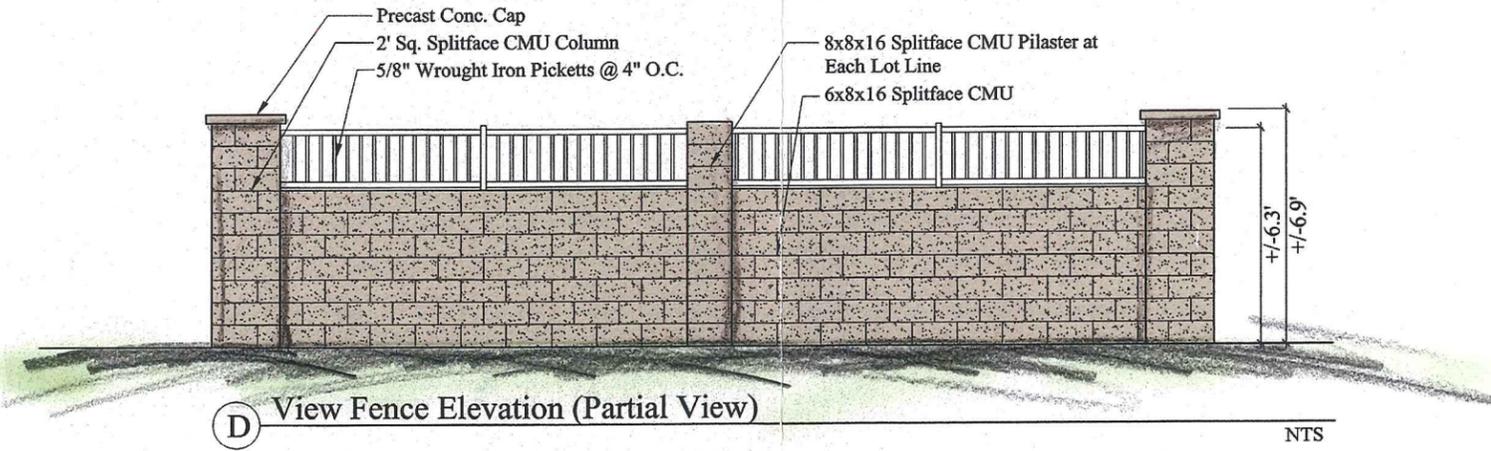
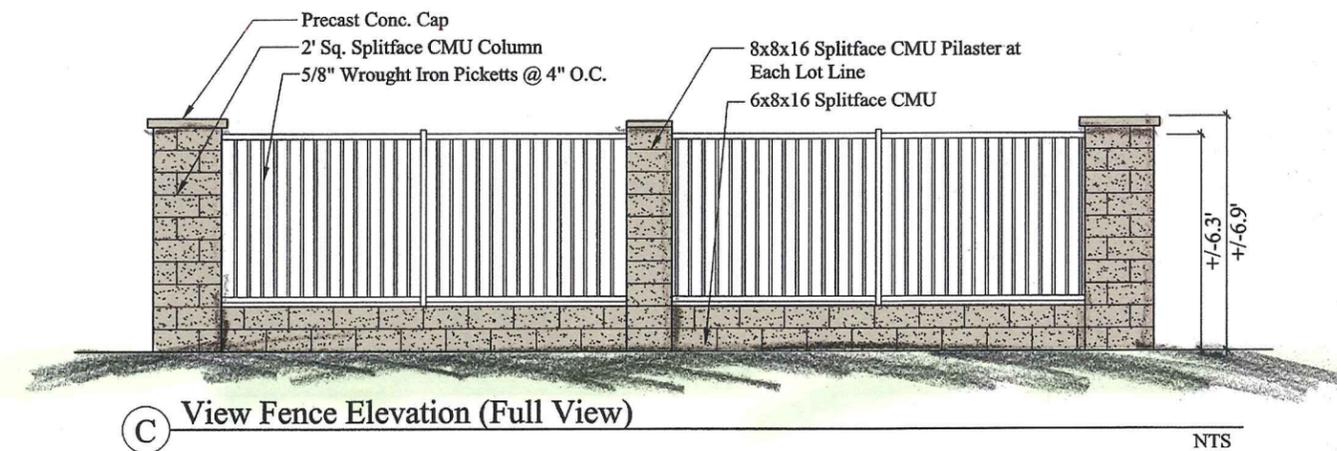
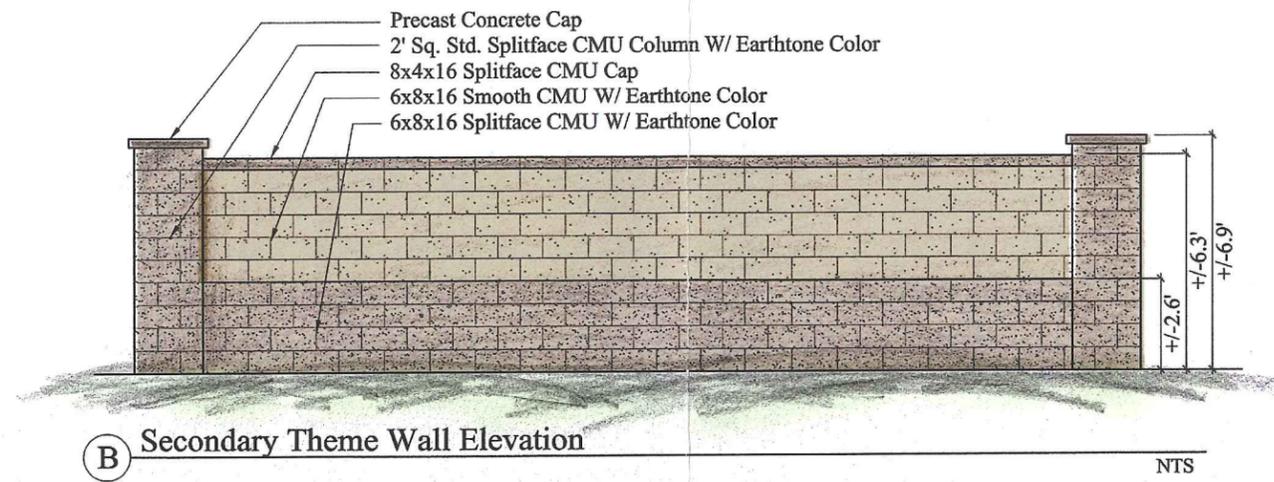
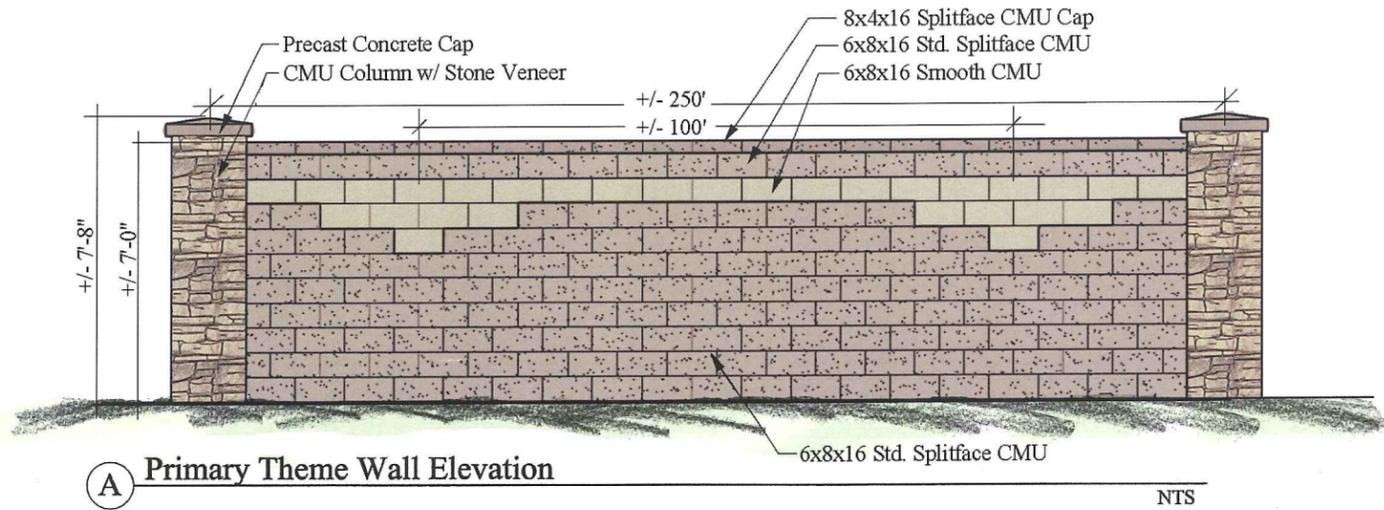
Prepared For: Stardust Companies



**F2GROUP**  
landscape architecture  
4803 7650 0717 P.  
4803 0828 0035 P.  
0522

# Henry Park

## Conceptual Theme Walls



Prepared For: Stardust Companies

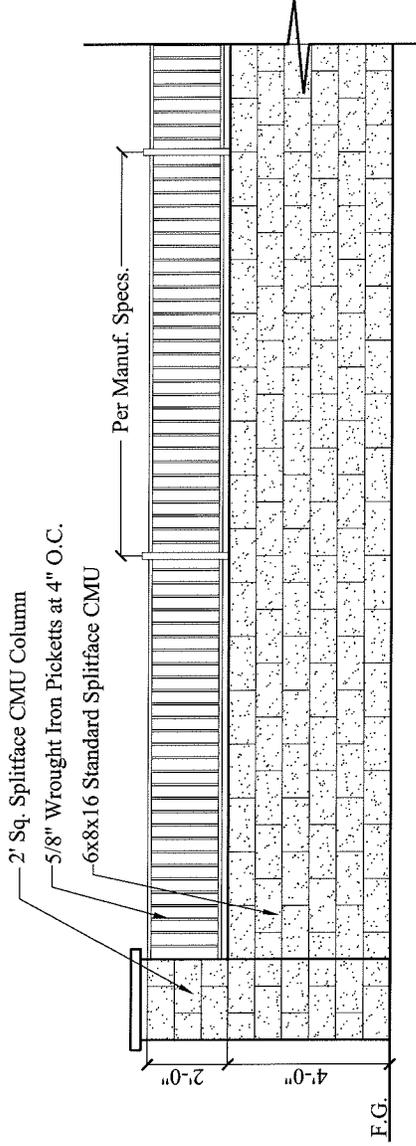


4800 75th St. N. P.O. Box 1000  
Edmonton, Alberta T6C 2E4  
08.24.05

0522

# Henry Park

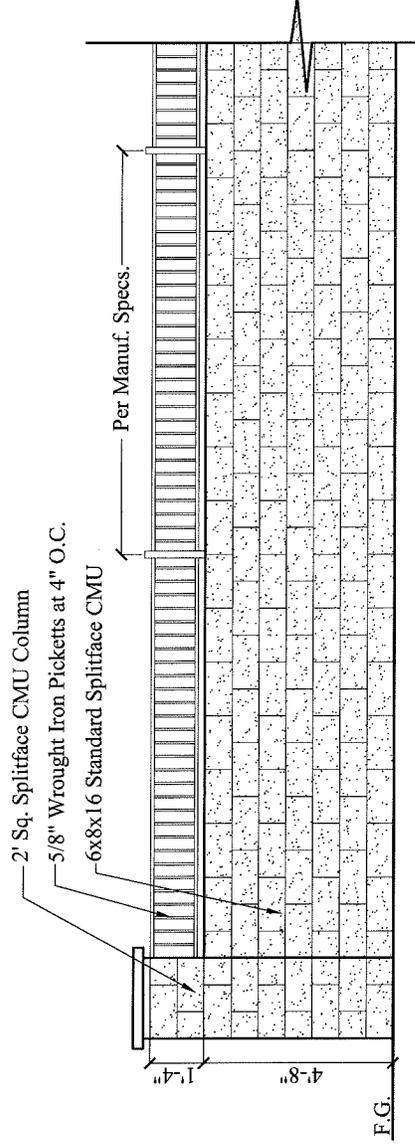
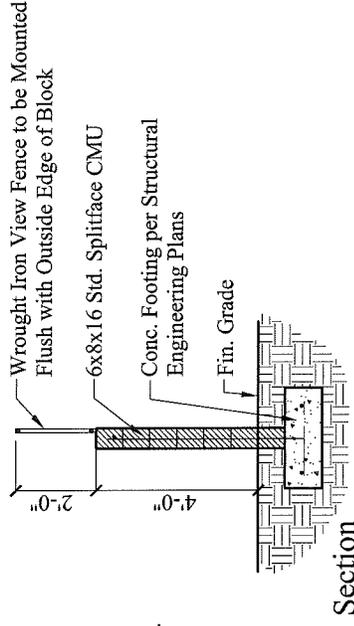
## View Fence Details



**A** View Fence - Option 'A'

Note: Wrought Iron to be Mounted Flush with Outside Edge of Block to Meet all Local and State Pool Codes.

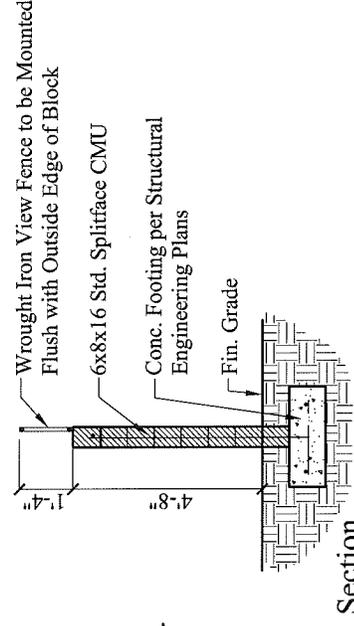
NTS



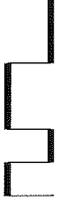
**B** View Fence - Option 'B'

Note: Wrought Iron to be Mounted Flush with Outside Edge of Block to Meet all Local and State Pool Codes.

NTS



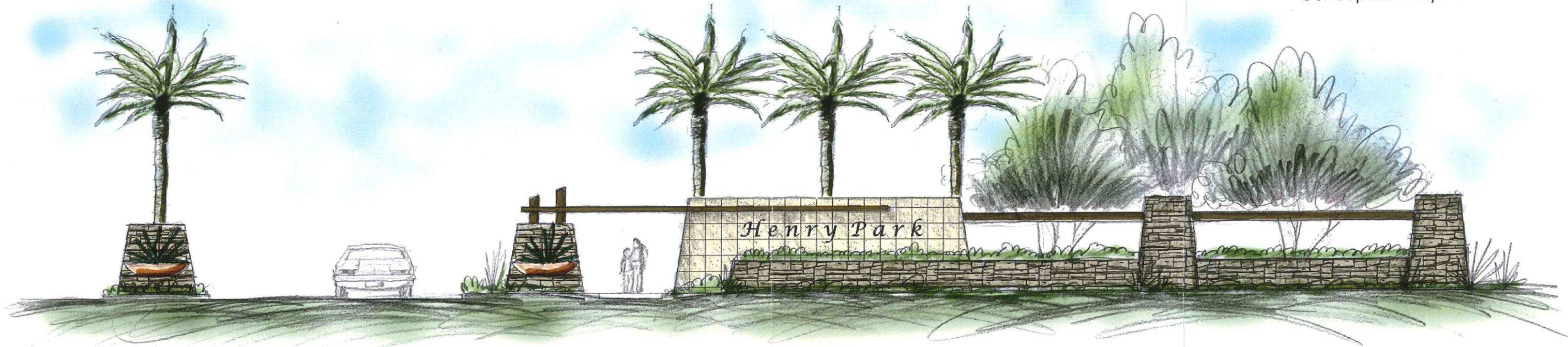
Prepared For: Startust Companies



**F&G GROUP**  
INC.  
10125 NORTH  
4500 WEST 124TH P.  
OVERLAND PARK, MO 66204  
86523

# Henry Park

Conceptual Entry Monument



A Primary Entry Monument



B Secondary Entry Monument



C Neighborhood Entry Monument

Prepared For: Stardust Companies



08.24.05

0522

***HENRY PARK  
COMMUNITY MASTER PLAN***

**Development Standards**

The development standards for Medium Density Residential and Medium/High Density Residential parcels are presented in the following charts. Development standards for Commercial parcels will be submitted with individual site plans.

**HENRY PARK  
COMMUNITY MASTER PLAN**

**Development Standards**

<b>LOT SIZE</b>	<b>50' X 115'</b>	<b>58' X 115'</b>	<b>70' X 120'</b>	<b>80' X 125'</b>
<b>RESIDENTIAL</b>				
Minimum Lot Area	5,750 sf	6,670 sf	8,400 sf	10,000 sf
Minimum Lot Width--Interior Lot <sup>(1)</sup>	50'	58'	70'	80'
Minimum Lot Width--Corner Lot <sup>(1)</sup>	55'	63'	75'	85'
Maximum Building Height	32'	32'	32'	32'
Front Yard Setback	17',19',21'	17',19',21'	17',19',21'	17',19',21'
Front Yard Setback--Stagger	2' Min.	2' Min.	2' Min.	2' Min.
Front Yard Setback--Living Area/Garage Recessed	12' Min.	12' Min.	12' Min.	12' Min.
Front Yard Setback--Side Entry Garages	12' Min.	12' Min.	12' Min.	12' Min.
Property Line to Vertical Garage Door	17' Min.	17' Min.	17' Min.	17' Min.
Driveway Length	22' Min.	22' Min.	22' Min.	22' Min.
Side Yard Setback				
Interior Lot--Minimum	5'	5'	5'	10'
Interior Lot--Aggregate	13'	13'	15'	20'
Corner Lot--Minimum	5'	5'	5'	10'
Corner Lot--Street Side	13'	13'	15'	15'
Corner Lot--Aggregate	18'	18'	20'	25'
Rear Yard Setback <sup>(3)(4)(5)</sup>	23', 21', 19'	23', 21', 19'	23', 21', 19'	23', 21', 19'
Rear Yard Setback - Stagger	2' Min.	2' Min.	2' Min.	2' Min.
Minimum Distance Between Buildings	10'	10'	10'	20'
Minimum Distance Between Buildings--Accessory Buildings	10'	10'	10'	20'
Maximum Lot Coverage--Primary Structure	50%	50%	50%	50%
Maximum Lot Coverage--Primary Structure with Patios/Shade Structures	55%	55%	55%	55%
Maximum House Width	37'	45'	55'	60'
Landscape Tracts--Collector Street	10'	10'	10'	10'
Landscape Tracts--Arterial Street	20'	20'	20'	20'

**NOTES:**

1. Not more than 5% of the lots within a Lot Category may be smaller than the Minimum Lot Size for that Lot Category.
2. Minimum lot widths will be measured at the front setback line.
3. In certain cases, flag lots may be designed. Flag lots shall be addressed during the preliminary plat process.
4. For Local, Collector and Arterial Streets (same due to landscape tracts).
5. Non-structural architectural features such as fireplaces, bay windows and pop-outs cannot be within 5' of the property line.
6. Mechanical equipment shall be allowed in the side yard setbacks provided that it is not within 5' of the property line.
7. Local to Collector and Local to Local shall have a minimum of 125' offset.

**HENRY PARK  
COMMUNITY MASTER PLAN**

**Development Standards**

LOT SIZE		MEDIUM/HIGH DENSITY RESIDENTIAL	
		Attached	Detached
Land Use Examples, but not limited to:		Includes, but is not limited to: Duplex, Town Home, Cluster, Auto Court, Alley Loaded	Includes, but is not limited to: Court-Homes, Patio-Homes, Detached Cluster, Z-lot
Residential Standards		7 Du/Ac	7 Du/Ac
Parcel Area	Minimum	NA	NA
Perimeter Building Setback for Parcel		10' adjacent to a local or collector road, open space, commercial or multi-family residential; 15' adjacent to an arterial road; 20' adjacent to single family residential	NA
Lot Area Per Dwelling Unit**	Minimum	2,100 SF	2,100 SF
Lot Width	Minimum	30'	30'
Separation between multi-unit/attached-unit buildings, on the same parcel.*	Minimum	8'	NA
Lots Setbacks:			
	Front	NA	10'
	Side	0' attached	4' detached
	Rear	NA	10'
Street Side Yard	Minimum	NA	8'
Building Height	Maximum	36' (3 stories)	30' (2 stories)
Coverage	Maximum	70%	70%
Parking Spaces Per Dwelling Unit	Minimum	2.5	2.5
Landscaping of Total Gross Area	Minimum	15%	15%
<p>*Parcel area. The entire parcel is considered as one. The parcel is not lotted. Each parcel may contain multiple buildings and each building may include multiple dwelling units. The dwelling units will be attached with 0-fee separation, but each separate multi-unit building will be separated from other structures on the same parcel.</p> <p>** (43,560/20 du)</p>			

DU/AC – dwelling unites per acre. SF = square feet

Based on the Preliminary Proposed CMP Land Use Plan, Town of Buckeye Section 7-7-6 with modifications and typical homebuilder standards.

*Bob  
to review  
for Fire  
Inspector*

***HENRY PARK  
COMMUNITY MASTER PLAN***

**Engineering Documents and Exhibits**

***Drainage:***

A Conceptual Master Drainage Exhibit was prepared by EPS Group, Inc. ("EPS") to ensure that the property provides a minimum 100-year flood protection and complies with the Town of Buckeye and Maricopa County minimum standards. The required storage capacity will be provided through the use of retention basins designed with a three foot depth and 4:1 side slopes.

***Water:***

A Master Water Exhibit prepared by EPS illustrates the preliminary design of the water system required to serve Henry Park. Onsite and offsite potable water facilities are proposed to serve the property. There is no existing water infrastructure.

The proposed offsite water facilities are described in the Lower Buckeye Water Supply Study & Water Campus Master Plan prepared by CMX and submitted for review and approval under separate cover from this CMP. The proposed water campus is bounded by the Roosevelt Irrigation District ("RID") to the north, Dean Road to the east, Buckeye Irrigation District ("BID") to the south and Watson Road to the west. Henry Park is part of the East Campus along with DR Horton/Dietz-Crane (Rainbow Ranch) and Magee Homes (Cipolla). A joint development agreement between participants will address the construction and cost sharing obligations.

Henry Park proposes three wells with one redundant well as required by the Town of Buckeye to provide backup capabilities. The specifics are detailed in the CMX report for the east campus.

The proposed location for the storage tank facilities is at the southwest corner of the RID and 223<sup>rd</sup> Avenue within the Magee Homes property. The specifics are detailed in the CMX report.

The proposed water distribution system will be designed in accordance with the Town of Buckeye's minimum standards for water systems.

***Sewer:***

A Master Sewer Exhibit prepared by EPS illustrates the preliminary design of the sewer system required to serve Henry Park. There is no existing sewer infrastructure. The proposed wastewater system follows the Town of Buckeye's requirements as well as other typical wastewater engineering practices. The proposed sewer lines will flow to the Beloit Wastewater Treatment Plant ("WWTP") located at 7<sup>th</sup> Street and Beloit Road.

The onsite sewer will gravity feed in a southeast direction to connect to the Dean Road Offsite Sewer Master Plan ("Dean") prepared by EPS was submitted for review and approval separate from this CMP. The participants in this sewer line are DR Horton/Dietz-Crane, Magee Homes and Stardust.

The Dean sewer line will connect to the Southeast Buckeye Interceptor Sewer ("SEBIS") line at Dean Road north of the railroad tracks. The Design Report and the EBWWMP Amendment prepared by RBF that describes the alignment of the SEBIS was submitted for review and approval independently from this CMP.

The proposed SEBIS ultimately connects to the WWTP. Stardust is a participant in the *Letter of Understanding-Beloit Wastewater Treatment Plant 2A and 2B Expansions* between the Town of Buckeye and the members of the East Buckeye Wastewater Expansion Group. The review and approval of such documents and plans associated with the expansion of the WWTP will be submitted independently from this CMP.

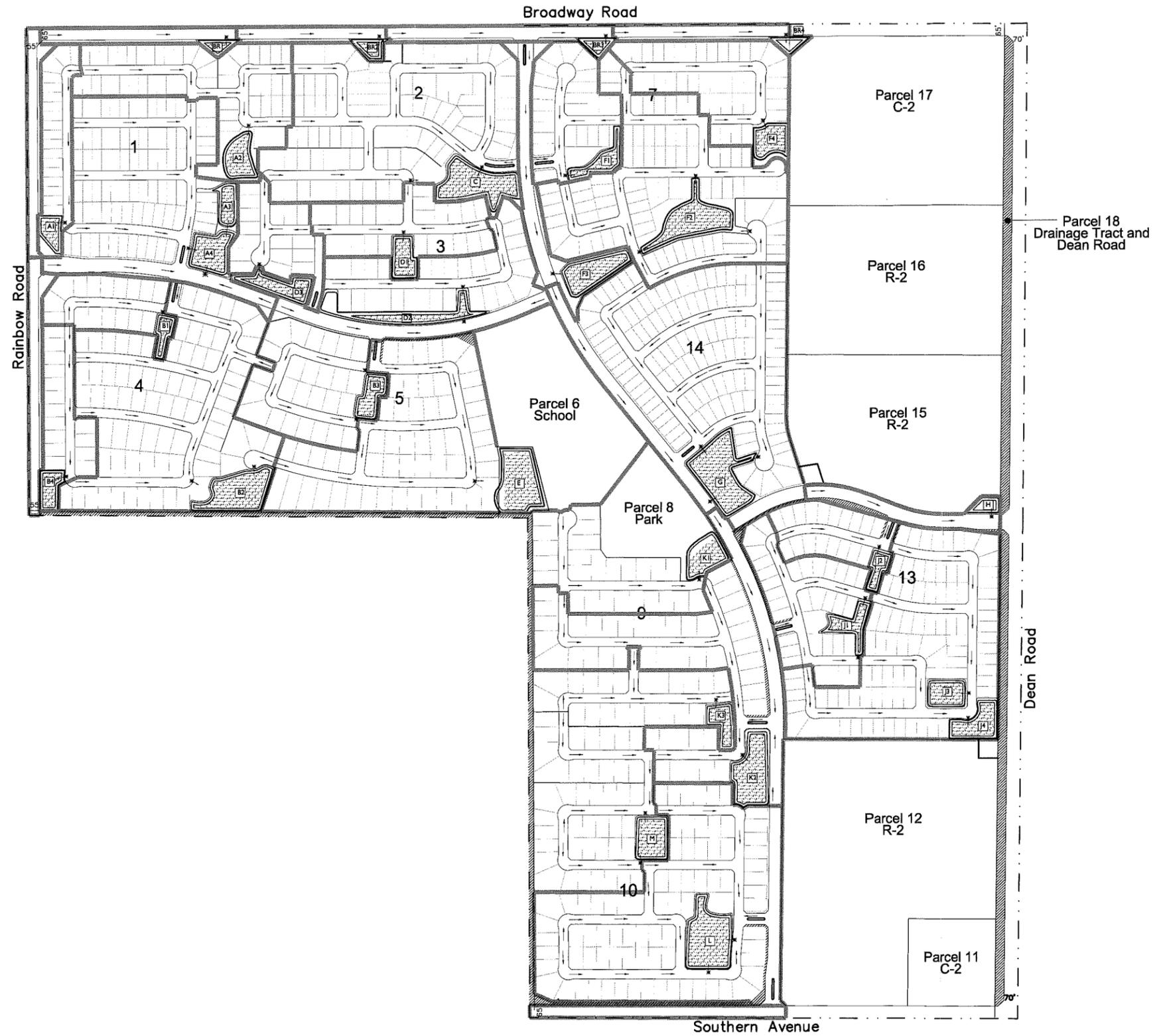
***Traffic:***

Kimley-Horn and Associates prepared a preliminary traffic impact analysis of the circulation system. The proposed circulation plan incorporates minor and major arterial roadways. Internal access is provided by one north/south collector and one east/west collector.

04-117

**RETENTION SUMMARY**  
Henry Park

Basin #	Retention Provided (ac-ft)	Retention Required (ac-ft)	Excess Volume (ac-ft)
A1	1.07	1.05	0.03
A2	1.93	1.70	0.23
A3 & A4	3.44	3.18	0.27
B1	0.75	0.75	0.00
B2	3.87	3.84	0.03
B3	1.46	1.45	0.01
B4	1.23	1.22	0.01
C	4.20	3.86	0.35
D1	1.52	1.13	0.39
D2	2.51	1.97	0.54
D3	1.76	0.87	0.89
E	4.20	4.14	0.06
F1	1.34	1.06	0.28
F2	3.97	3.24	0.72
F3	2.70	0.69	2.01
F4	1.72	1.43	0.29
G	5.14	4.61	0.54
H1	0.51	0.48	0.03
J1	1.38	1.32	0.06
J2	0.83	0.71	0.12
J3 & J4	3.74	3.36	0.38
J5	0.83	0.71	0.12
K1	2.10	1.72	0.38
K2	3.62	3.23	0.39
K3	1.28	1.20	0.08
L	4.51	4.27	0.25
M	2.25	2.19	0.05
BR1	0.48	0.43	0.03
BR2	0.59	0.33	0.26
BR3	0.56	0.50	0.06
BR4	0.48	0.39	0.09



Project: \_\_\_\_\_

Revisions:


CALL THE WORKING DAYS BEFORE YOU GO  
263-1100  
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(OUTSIDE MARICOPA COUNTY)

Designer: EM  
Drawn by: EM

Preliminary  
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Construction  
Or  
Recording

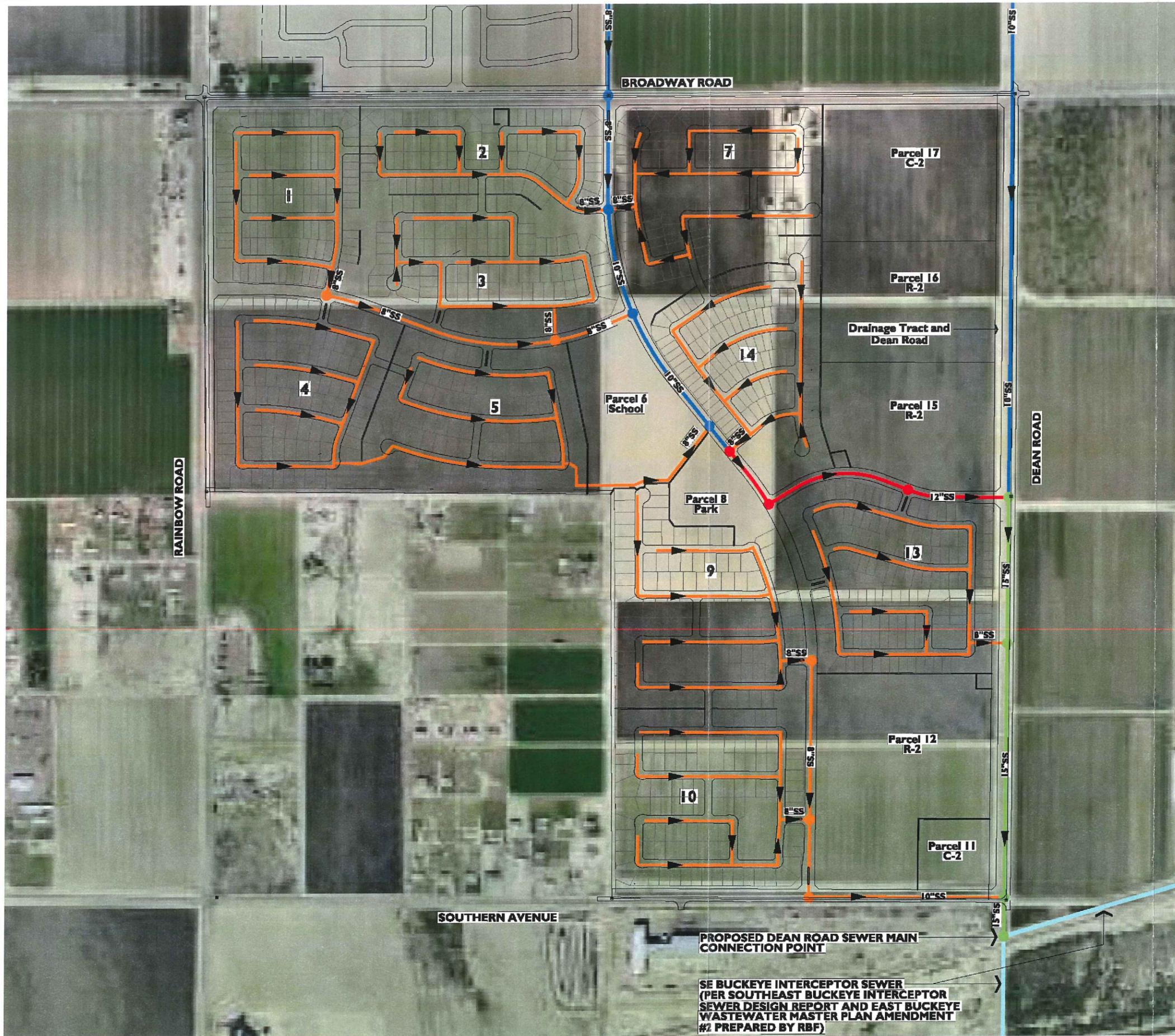
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Date  
**08-30-05**

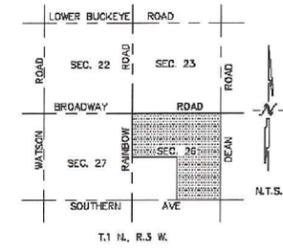
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04-117



**SECTION MAP**



**LEGEND**

**PROPOSED DEAN ROAD OFFSITE SEWER PROJECT  
RESPONSIBLE DEVELOPMENT GROUPS:  
STANDUST-REIF LLC NO.5  
DR HORTON DIETZ-CRANE  
MAGEE HOMES**

- PROPOSED 15" SS
- PROPOSED 12" SS
- PROPOSED 10" SS
- PROPOSED 8" SS

**SOUTHEAST BUCKEYE INTERCEPTOR SEWER  
(PER SOUTHEAST BUCKEYE INTERCEPTOR  
SEWER DESIGN REPORT AND EAST BUCKEYE  
WASTEWATER MASTER PLAN AMENDMENT  
#2 PREPARED BY RBF)**

— PROPOSED SEWER MAIN BY OTHERS

**PROPOSED HENRY PARK ONSITE SEWER**

— PROPOSED SEWER MAIN



**HENRY PARK**  
Buckeye, Arizona  
**MASTER SEWER EXHIBIT**

Project:

Revisions:

No.	Description

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283-1180  
1-800-STAKE-IT  
(OUTSIDE ARIZONA ONLY)**

Designer: EM  
Drawn by: EM

Job No.  
**04-117**  
Date  
**08-30-05**

Sheet No.  
**MSE**



■  
***CIRCULATION PLAN***

**Henry Park  
Buckeye, Arizona**

**Prepared For:**

***Stardust-REIF No. 5, LLC***

091111035  
September 2005  
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**Kimley-Horn  
and Associates, Inc.**

# ***CIRCULATION PLAN***

## **Henry Park Buckeye, Arizona**

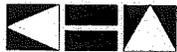
### **Prepared For:**

*Stardust-REIF No. 5, LLC  
6730 North Scottsdale Road, Suite 230  
Scottsdale, Arizona 85253*

### **Prepared By:**

*Kimley-Horn and Associates, Inc.  
7878 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020*





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## 1.0 INTRODUCTION

Henry Park is a proposed master planned development that will consist of residential and commercial uses as well as a proposed elementary school site, a park, and open space. This development is located to the south and west of the intersection of Dean Road and Broadway Road in the Town of Buckeye, west of the Phoenix metropolitan area. Parcels will be developed with detached single-family houses and attached or cluster style medium density housing, with some neighborhood commercial parcels along Dean Road. In addition, supporting uses, such as a proposed elementary school site and a park will be centralized within the proposed development. Kimley-Horn and Associates, Inc. has been retained by Stardust-REIF No. 5, L.L.C. to perform a traffic analysis for the proposed development. This analysis is summarized in this report and includes the following sections:

- An overview of the proposed development including intensity of land use and access provisions,
- An outline of the existing conditions in the vicinity of the site,
- A summary of likely future conditions in the area with reference to the Southwest Transportation Study (2003),
- Expected traffic generated by the development, including trip distribution and traffic assignment for individual parcels,
- Recommendations for on-site planning and improvements, and
- Review of off-site improvements that are needed to accommodate this and other developments in the area.

This report was prepared in support of the approval process for this project in the Town of Buckeye.

### 1.1 OVERVIEW OF PROPOSED DEVELOPMENT

The proposed development includes a mix of land uses covering approximately 480 acres in the Town of Buckeye, Arizona. The location of the proposed development with respect to the Town of Buckeye and Maricopa County is shown in **Figure 1**. The proposed Henry Park development will be constructed to the south and west of the intersection of Dean Road and Broadway Road in the Town of Buckeye, west of the Phoenix metropolitan area.

The site of the proposed development is on the western outskirts of development in Maricopa County. The development will be approximately 30 miles west of downtown Phoenix. Although development in Buckeye, Goodyear and other surrounding communities is expected to intensify between the present and 2020, the site will remain a significant distance away from external retail and employment centers. As a result, the transportation needs of the development are almost exclusively automobile-based. Off-site transportation planning for the development is largely oriented towards I-10 to and from the east.

Regional access will be provided by the I-10 freeway and the MC 85 highway. Local access will be provided from the existing arterial network and several new on-site collector streets that will be constructed as part of the project. As part of the development, half-street improvements will be constructed along the arterials adjacent to the proposed site, to include Southern Avenue, Broadway Road, Dean Road and Rainbow Road. Additional internal local streets will be constructed to provide access to each residential and commercial parcel within the proposed project. **Table 1** includes an overview of the proposed type and intensity of land use within the development.

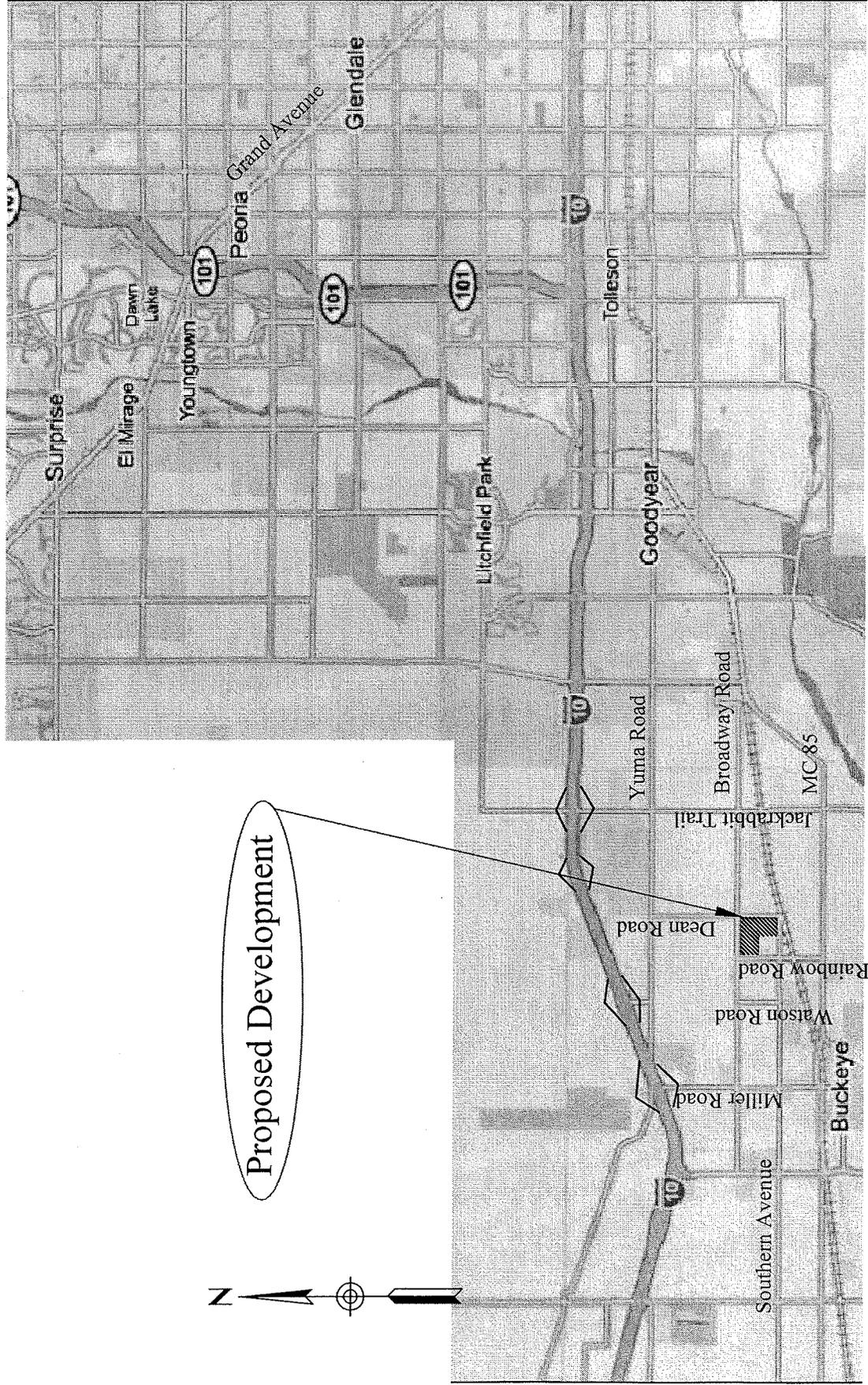


**Table 1: Development Overview**

Land Use	ITE Code	Net Area (Acres)	Density	Amount	Units
Single-Family Detached Housing	210	372	2.96 DU/acre	1,101	DU
Residential Condominium/Townhouse	230	77	7.0 DU/acre	536	DU
Residential Subtotal			3.65 DU/acre	1,637	DU
<b>Proposed Elementary School Site</b>					
Proposed Elementary School Site	520	16.1	16.1 Acres/School	800	Students
Shopping Center (Commercial/Retail)	820	29	0.25 FAR	313,632	SF

As shown in **Table 1**, the development will include 1,101 single-family residential dwelling units, 536 medium density housing and 313,632 square feet of commercial/retail development. The project will also include one (1) proposed elementary school site. Other miscellaneous parcels will include a neighborhood park and a drainage tract. Neighborhood commercial centers are located on the corners of Dean Road and Broadway Road and Dean Road and Southern Avenue. The proposed elementary school site and park are located in the center of the development. A preliminary land plan for the development is shown in **Figure 2**.

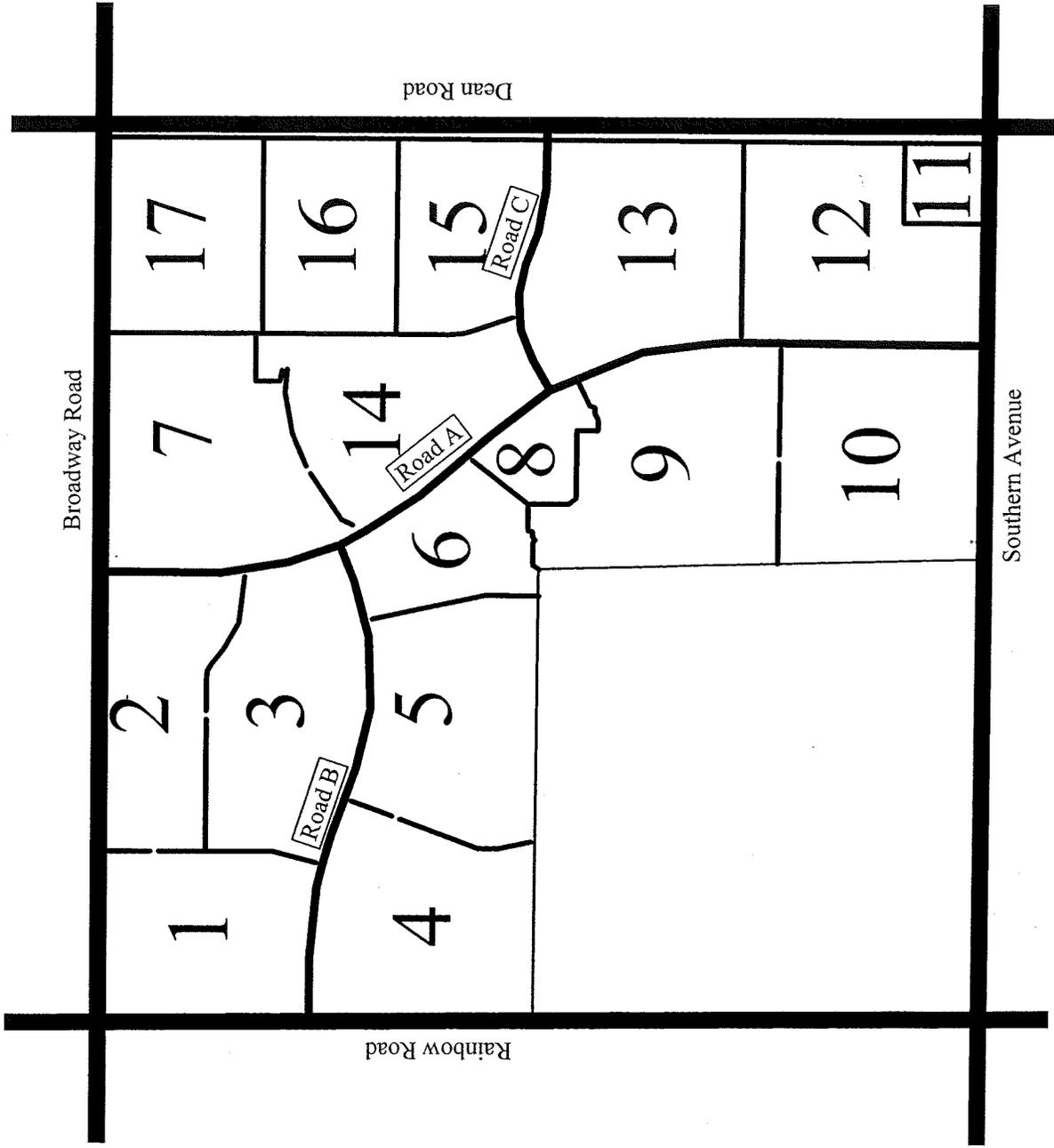
# Vicinity Map



# Henry Park

Figure 1

# Site Plan



# Henry Park

Figure 2



## 2.0 LOCAL ACCESS AND REGIONAL PLANNING

### 2.1 EXISTING CONDITIONS

#### 2.1.1 Roadways in the Vicinity of the Site

The existing circulation system in the vicinity of the Henry Park development consists of the MC 85 highway, Southern Avenue, Broadway Road, Lower Buckeye Road, Yuma Road, Jackrabbit Trail, Airport Road, Dean Road, Rainbow Road, Watson Road and Apache Road. The MC 85 highway is currently a 4-lane facility with access limited to major street intersections. Apache Road, Rainbow Road, and Dean Road both have existing intersections at MC 85 highway. The other existing roadways in the vicinity of the site are currently two lane paved roadways with some half-street improvements adjacent to parcels under construction.

Access to the I-10 freeway is currently provided at Jackrabbit Trail, Verrado Way/Airport Road, Watson Road, and Miller Road. All four locations have existing interchanges which provide full access onto the I-10 freeway from the site with the exception of Airport Road which does not extend south of I-10 past the Luke Air Force Base Auxiliary Field.

#### 2.1.2 Surrounding Land Use

A majority of the land surrounding the site is currently undeveloped and used for agricultural purposes. With the anticipated growth in the area it is anticipated that the area surrounding Henry Park will be developed although specific development plans are currently not available. These parcels are expected to be developed in the future with a mixture of residential and commercial land uses similar in nature to the proposed Henry Park. The parcel is currently located partially within the Town of Buckeye and partially within Maricopa County, adjacent to county roadways. The county portions within the Henry Park site will be annexed into the Town of Buckeye.

There are several parcels within the study area which have been developed or are currently under construction. The Sundance development is a large mixed use development currently under construction between Watson Road and Dean Road south of I-10 and north of Durango Street. Also included in this development is a large proposed commercial center, Sundance Town Center, located on the northwest corner of Watson Road and Yuma Road. Adjacent to the town center is a commercial development currently under construction on the southeast corner of Watson Road and Yuma Road.

There are also several residential developments currently under construction adjacent to Sundance. Windmill Village is located on the northwest corner of Dean Road and Yuma Road. Acacia Crossing is located on the northeast corner of Yuma Road and Apache Road next to the town center. South of Sundance is another residential development called Phoenix Skyline located north of Lower Buckeye Road between Watson Road and Dean Road.

To the west of the site are several small residential subdivisions located north of Lower Buckeye Road between Airport Road and Jackrabbit Trail.

Also near the site are some existing residential homes to the southwest and a dairy to the east. North of the site the Roosevelt Irrigation District Canal runs east-west. South of the site is the Union Pacific Railroad and the Buckeye Canal running almost parallel to each other in a northeast-southwesterly direction.



## 2.2 APPROVED REGIONAL STUDIES

### 2.2.1 Transportation Studies

#### The Southwest Valley Transportation Study

The *Southwest Valley Transportation Study (SWATS)* was updated in 2003 for the Maricopa Association of Governments (MAG). The study was a cooperative effort that included input from such agencies as ADOT, MCDOT and the Flood Control District of Maricopa County, as well as the communities of Buckeye, Goodyear, Avondale, Tolleson, Litchfield Park and other entities within the study area. This study includes traffic forecasts for two planning horizons (2020 and 2030), summaries of proposed improvements, and an outline of the existing and future street network in the area surrounding the Town of Buckeye.

The information provided in regards to projected traffic volumes and roadway classification in the vicinity of the Henry Park project site is vague. According to *SWATS*, Southern Avenue, Broadway Road, Lower Buckeye Road, Yuma Road, Jackrabbit Trail, Airport Road, Dean Road, Rainbow Road, and Watson Road are expected to function as four lane arterial streets in 2020. In 2020, the MC 85 highway is proposed to function as a four lane expressway. The *SWATS* also shows Airport Road is anticipated to be a collector street in 2020 without a connection to the existing interchange.

#### The Regional Transportation Plan

According to the Maricopa Association of Governments *Regional Transportation Study, November 2003*, an I-10 Reliever is proposed to run east-west, south of the site, although an exact alignment has not yet been determined, it is anticipated to be located between the Southern Avenue and MC 85 alignments. The proposed right-of-way preservation for the I-10 Reliever, west of the Loop 303 freeway, is included with Phase IV (years 2021 – 2026) of construction. The roadway is planned to be one-lane in each direction; however, until future planning is conducted the exact alignment is unknown. According to the *Regional Transportation Study*, there are no new I-10 freeway interchanges planned within the study area.

### 2.2.2 Future Circulation System

The proposed developments within the Town of Buckeye and the City of Goodyear, north and east of the proposed Henry Park development, is anticipated to be the catalyst for improvements along existing roadways and the construction of the I-10 Reliever within the Town of Buckeye. Ultimate transportation demands will require enhancements to existing interchanges and, potentially, the development of new interchanges to the I-10 Reliever.



### 3.0 DEVELOPMENT TRAFFIC IMPACT

#### 3.1 TRIP GENERATION

The Institute of Transportation Engineers' *Trip Generation, 7<sup>th</sup> Edition*, was used to obtain daily and peak-hour trip generation rates and inbound-outbound percentages, which were then used to estimate the number of daily and peak hour trips that can be attributed to the proposed development. **Table 2** shows the gross trip generation for the development. Detailed trip generation totals for each individual parcel are provided in the **Appendix**.

**Table 2: Henry Park Trip Generation**

Parcel	Landuse	ITE Code	Acres	Units	Daily	AM Peak			PM Peak		
					Total	In	Out	Total	In	Out	Total
1	Single-Family Detached Housing	210	29.7	127 DU	1,296	25	73	98	84	49	133
2	Single-Family Detached Housing	210	25.2	91 DU	953	18	55	73	62	36	98
3	Single-Family Detached Housing	210	34.4	91 DU	953	18	55	73	62	36	98
4	Single-Family Detached Housing	210	33.9	102 DU	1,059	20	61	81	69	40	109
5	Single-Family Detached Housing	210	31.9	83 DU	876	17	51	68	57	34	91
6	Proposed Elementary School	520	16.1	800 DU	1,032	163	133	296	92	112	204
7	Single-Family Detached Housing	210	38.0	124 DU	1,267	24	72	96	82	48	130
8	Park	411	7.2	7.2 Ac	11	0	0	0	0	0	0
9	Single-Family Detached Housing	210	37.0	103 DU	1,068	21	61	82	69	41	110
10	Single-Family Detached Housing	210	37.5	107 DU	1,107	21	63	84	72	42	114
11	Shopping Center	820	5.7	54,450 SF	4,574	66	43	109	201	218	419
12	Residential Condominium/Townhouse	230	34.6	242 DU	1,360	18	87	105	83	41	124
13	Single-Family Detached Housing	210	36.5	139 DU	1,408	27	80	107	91	53	144
14	Single-Family Detached Housing	210	30.2	134 DU	1,361	26	77	103	88	51	139
15	Residential Condominium/Townhouse	230	21.0	147 DU	891	12	58	70	55	27	82
16	Residential Condominium/Townhouse	230	21.0	147 DU	891	12	58	70	55	27	82
17	Shopping Center	820	25.5	259,182 SF	12,612	169	108	277	564	610	1,174
<b>Total Site Generated Traffic</b>					<b>32,719</b>	<b>657</b>	<b>1,135</b>	<b>1,792</b>	<b>1,786</b>	<b>1,465</b>	<b>3,251</b>

Landuse	ITE Code	Acres	Units	Daily	AM Peak			PM Peak		
				Total	In	Out	Total	In	Out	Total
Total Single-Family Detached Housing	210	372	1,101 DU	11,348	217	648	865	736	430	1,166
Total Residential Condominium/Townhouse	230	77	536 DU	3,142	42	203	245	193	95	288
Total Park	411	7.2	7.2 Ac	11	0	0	0	0	0	0
Total Proposed Elementary School	520	16.1	800 Students	1,032	163	133	296	92	112	204
Total Shopping Center	820	31.2	313,632 SF	17,186	235	151	386	765	828	1,593
<b>Total Trip Generation</b>				<b>32,719</b>	<b>657</b>	<b>1,135</b>	<b>1,792</b>	<b>1,786</b>	<b>1,465</b>	<b>3,251</b>

Single-Family Detached Housing (ITE 7th Edition)

Daily (ITE 210)  $\ln(T) = 0.92 \times \ln(\text{number of DU's}) + 2.71$  50% In 50% Out  
 AM Peak Hour (ITE 210)  $T = 0.70 \times (\text{number of DU's}) + 9.43$  25% In 75% Out  
 PM Peak Hour (ITE 210)  $\ln(T) = 0.90 \times \ln(\text{number of DU's}) + 0.53$  63% In 37% Out

Residential Condominium/Townhouse (ITE 7th Edition)

Daily (ITE 230)  $\ln(T) = 0.85 \times \ln(\text{number of DU's}) + 2.55$  50% In 50% Out  
 AM Peak Hour (ITE 230)  $\ln(T) = 0.80 \times \ln(\text{number of DU's}) + 0.26$  17% In 83% Out  
 PM Peak Hour (ITE 230)  $\ln(T) = 0.82 \times \ln(\text{number of DU's}) + 0.32$  67% In 33% Out

City Park (ITE 7th Edition)

Daily (ITE 411)  $T = 1.59 \times (\text{number of Acres})$  50% In 50% Out  
 AM Peak Hour (ITE 411) Not Available In Out  
 PM Peak Hour (ITE 411) Not Available In Out

Elementary School (ITE 7th Edition)

Daily (ITE 520)  $T = 1.29 \times (\text{number of Students})$  50% In 50% Out  
 AM Peak Hour (ITE 520)  $\ln(T) = 1.11 \times \ln(\text{number of Students}) - 1.73$  55% In 45% Out  
 PM Peak Hour (ITE 520)\*  $\ln(T) = 1.08 \times \ln(\text{number of Students}) - 1.90$  45% In 55% Out  
 \* PM Peak Hour of Generator

Shopping Center (ITE 7th Edition)

Daily (ITE 820)  $\ln(T) = 0.65 \times \ln(1000\text{'s of SF}) + 5.83$  50% In 50% Out  
 AM Peak Hour (ITE 820)  $\ln(T) = 0.60 \times \ln(1000\text{'s of SF}) + 2.29$  61% In 39% Out  
 PM Peak Hour (ITE 820)  $\ln(T) = 0.66 \times \ln(1000\text{'s of SF}) + 3.40$  48% In 52% Out

The proposed development is projected to generate approximately 32,718 daily trips. Of these daily trips, approximately 1,792 are expected to occur in the AM peak hour and 3,251 are anticipated to occur in the PM peak hour.



### 3.2 EXTERNAL TRIP DISTRIBUTION

The external trips were distributed to the regional street network based on projected traffic patterns and land uses in the surrounding area. Separate distributions were created for both the residential and non-residential trips. These distributions are summarized as follows:

**Table 3: External Distribution**

To and from the east via I-10:	50.0%
To and from the west via I-10:	10.0%
To and from the east via MC 85:	15.0%
To and from the west via MC 85	7.0%
To and from the north on Jackrabbit Trail:	10.0%
To and from the south on Miller Road:	3.0%
To and from the west on Broadway Road:	2.5 %
To and from the west on Southern Avenue:	2.5%

As shown in **Table 3**, the I-10 Freeway will provide the main regional access to the site, with the major direction of flow being to and from the east. Access to I-10 freeway is presently provided via the existing interchanges at Watson Road and Jackrabbit Trail. These interchanges are located approximately 6 miles northwest and northeast of the Henry Park site, respectively. East/westbound access to the MC 85 highway is presently provided via the existing stop controlled intersections at Rainbow Road and Dean Road.

### 3.3 TRAFFIC ASSIGNMENT

Based on the configuration of the site plan shown in **Figure 2**, the adjacent arterial street network, and the aforementioned distribution, traffic was assigned to the roadway network. Resulting average daily traffic (ADT) volumes are shown in **Figure 3**. Trip distribution and traffic assignment were completed using the Traffix analysis program. Calculation sheets are available in the **Appendix**.



### 3.4 BACKGROUND TRAFFIC ASSIGNMENT

The *SWATS* provides a range of projected average daily traffic (ADT) volumes for the arterial roadways in 2020. The median of the range of ADT values were assumed as background traffic volumes. The background traffic volumes are shown in **Figure 4**. A copy of the *SWATS* projected ADT maps is available in the **Appendix**. The ADT range is summarized in **Table 4**:

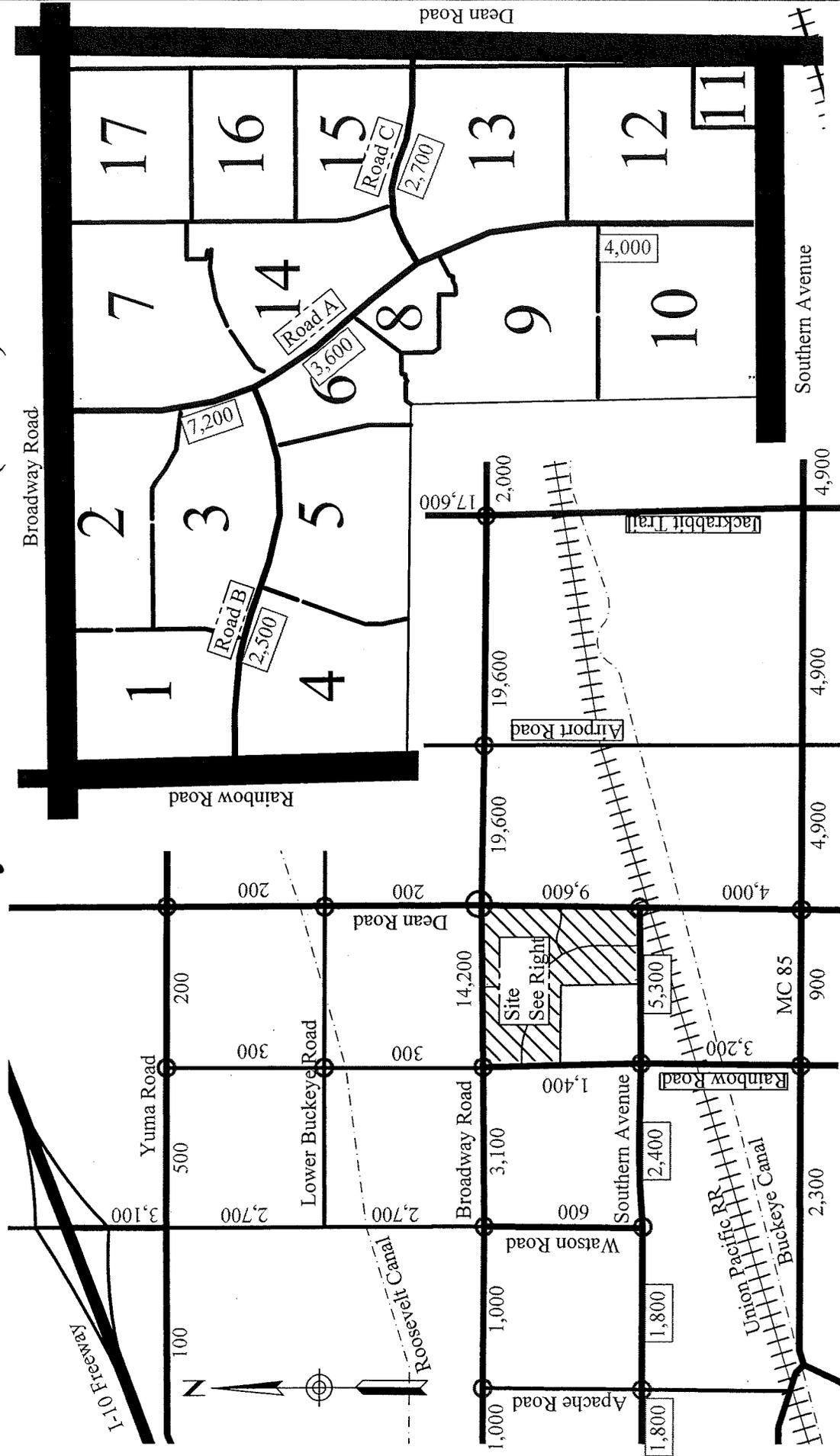
**Table 4: *SWATS* 2020 Background Traffic**

<b><i>SWATS</i> Projected ADT Volumes</b>	<b>ADT (vpd)</b>
MC 85:	5,000
Southern Avenue:	5,000
I-10 Reliever:	5,000
Broadway Road:	5,000
Lower Buckeye Road:	5,000
Yuma Road:	5,000 – 20,000
Jackrabbit Trail:	15,000
Airport Road:	5,000
Dean Road:	5,000 – 15,000
Rainbow Road:	5,000 – 10,000
Watson Road:	5,000
Apache Road:	15,000

### 3.5 TOTAL TRAFFIC ASSIGNMENT

The results of the traffic assignment shown in **Figure 3** were added to the 2020 background traffic volumes shown in **Figure 4** to produce total traffic volumes for the study area. These total traffic volumes for the horizon year of 2020 are shown in **Figure 5**.

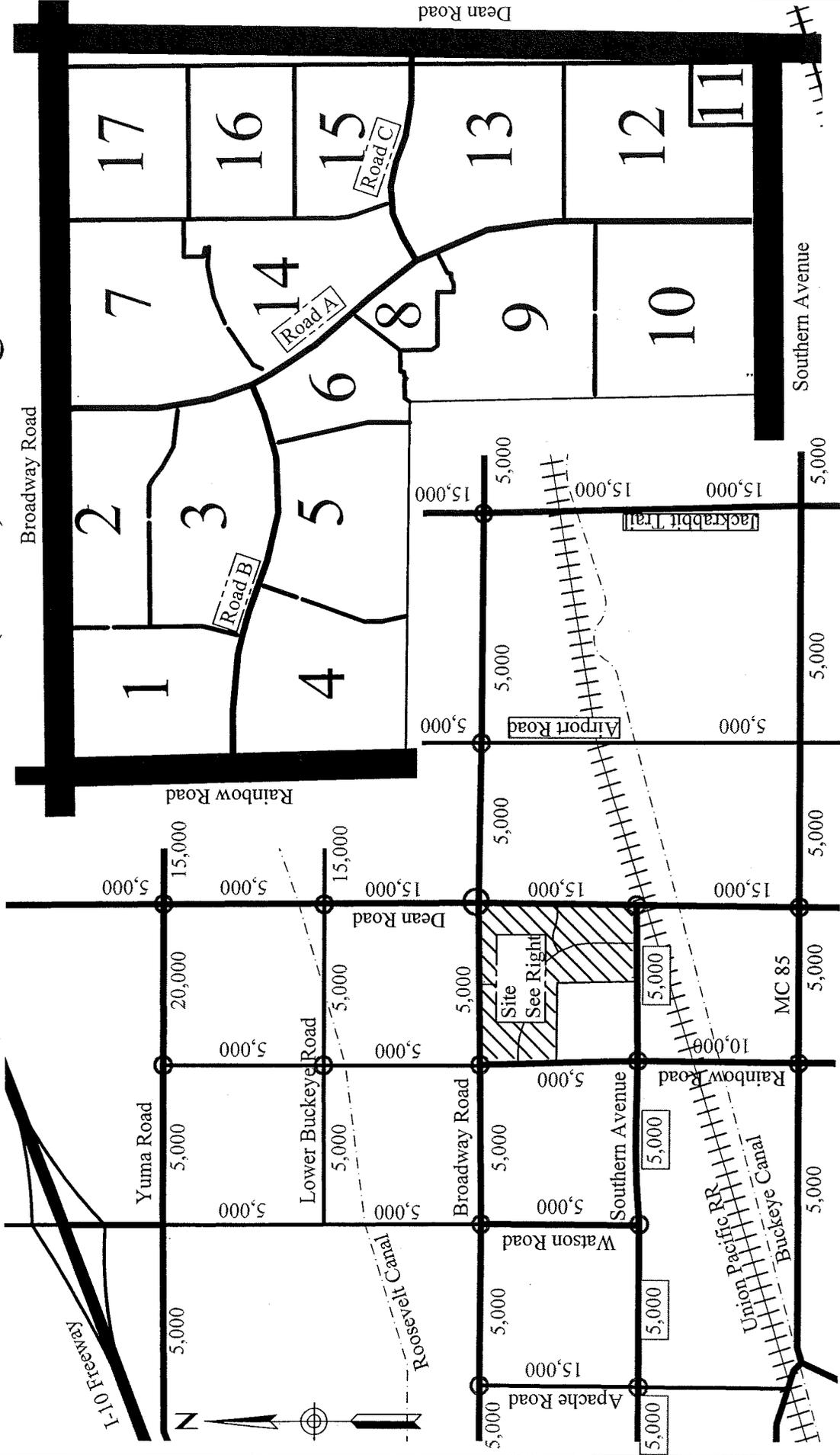
# Daily Traffic Volumes (ADT) - Site Traffic



## Henry Park

Figure 3

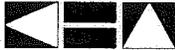
# Daily Traffic Volumes (ADT) - Background Traffic



Henry Park

Figure 4





## **4.0 FUTURE CONDITIONS**

### **4.1 EXTERNAL TRAFFIC OPERATIONS**

#### **4.1.1 Regional Roadways**

In the vicinity of the site, many of the sectional line streets are discontinuous and may remain so in the future. The presence of the Buckeye Canal, Union Pacific Railroad, Roosevelt Irrigation District Canal, and Luke Air Force Base Auxiliary Field disrupt the typical grid system which is so prevalent throughout most of the valley.

Adjacent to the site, Southern Avenue is currently discontinuous east of Dean Road. Just east of Dean Road the railroad and the Buckeye Canal cross the Southern Avenue section line and any future extension would require a bridge structure. In the future, it is anticipated that if Southern Avenue is continued to the east it may be re-aligned to the south to intercept the railroad and canal at a better location which would minimize the bridge structure. It is anticipated that the I-10 Reliever will be located between the Southern Avenue and MC 85 alignments and may circumvent the future realignment of Southern Avenue.

#### **4.1.2 I-10 Access and I-10 Reliever**

As noted previously, a majority of the land in the vicinity of the proposed development is currently undeveloped and used primarily for agricultural purposes. As development intensifies and traffic volumes increase in this area it may be necessary to improve access to the valleys freeway system through additional access to I-10 or the future I-10 bypass.

Currently access to I-10 is provided at three existing interchanges at Miller Road, Watson Road and Jackrabbit Trail. At this time additional interchange access have not been planned; however, based on the existing roadway network, if the need for an additional interchange is necessary, either Apache Road or Dean Road would be a likely interchange location.

An I-10 Reliever is currently proposed in the Regional Transportation Plan completed for the MAG in November 2003. As proposed a six lane freeway will be constructed between Loop 303 and Loop 202 between 2021 and 2025. Also during this time frame an interim connection is proposed between SR 85 and Loop 303 with right-of-way protection for a future freeway. The alignment of the interim connection has not yet been determined, but it is anticipated that the I-10 reliever will be located south of the site between the Southern Avenue and MC 85 alignments. The construction of the I-10 Reliever could offset the need for additional interchanges at I-10 by providing an alternate access to the valley freeway system.

## **4.2 PROPOSED REGIONAL CIRCULATION PLAN**

The proposed regional arterial circulation plan surrounding Henry Park incorporates three major connections to the I-10 freeway at Miller Road, Watson Road and Jackrabbit Trail. Each of these roadways connects to the I-10 freeway at existing interchanges. All I-10 freeway interchanges provide full access to the I-10 freeway.

There are three major east-west connections to Miller Road and Watson Road via Southern Avenue, Broadway Road and Yuma Road. There is one major east-west connection to Jackrabbit Trail via Broadway Road.



There are three major connections to the MC 85 highway at Apache Road, Rainbow Road and Dean Road, each with at-grade railroad crossings. These roadways connect to the MC 85 highway at an existing stop-controlled intersection.

The internal circulation system for the Henry Park development provides connections for both north/south and east/west roadways. These internal roadways will carry two-way traffic and are identified as Road A, Road B and Road C in **Figure 2**.

#### **4.2.1 Regional Street Network Recommended Functional Classification**

Roadways within the regional street network in the vicinity of Henry Park were classified based on estimated daily traffic volumes as shown in **Figure 5**, and the importance to local and regional connectivity. Minimum required cross sections were identified by Kimley-Horn and Associates based on projected daily traffic volumes following completion of the Henry Park Development, as shown in **Figure 5**. The location and recommended functional classification for all roadways within the study area are identified in **Figure 6**.

##### **Major Arterials**

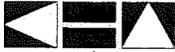
All major arterial streets should be planned as six-lane roadways, including Broadway Road, Yuma Road, Jackrabbit Trail, Airport Road, Watson Road, and Miller Road. Ultimately, each roadway should include three travel lanes in each direction, divided by a raised median, with auxiliary turning lanes at all major intersections, and would accommodate daily traffic volumes as high as 55,000 vehicles per day. Major arterial streets should also include 6-foot bike lanes, vertical barrier curbs, and 6-foot sidewalks. On-street parking should not be permitted along arterial streets. In addition, a minimum 16-foot continuous raised median should be constructed along all arterial roadways, with median breaks limited to major intersections at other arterial or collector streets. A 28-foot median is necessary near intersections where dual left turn lanes are required. The minimum recommended major arterial cross section is shown in **Figure 7**. Total recommended street width for six-lane arterials is 104 feet (back of curb to back of curb) located within 130 feet of right-of-way. This does not include dual left-turn lanes and right-turn pockets at major intersections which would require 128 feet of pavement.

Although these major arterial streets will ultimately consist of six lanes, these roadways could be constructed in phases, with two-lane roadways initially constructed and sufficient right-of-way reserved to accommodate the ultimate six-lane cross-sections. Additional travel lanes would then be phased in as additional capacity is required to accommodate future development.

##### **Minor Arterials**

Minor arterial roadways include Lower Buckeye Road, Southern Avenue, Dean Road, Rainbow Road, and Apache Road. To serve projected 2020 traffic volumes, all minor arterial roadways should ultimately be constructed as four-lane roadways, with two travel lanes in each direction and auxiliary turning lanes at major intersections. These roadways will accommodate traffic volumes of up to 35,000 vehicles per day. Minor arterial streets will also include 6-foot bike lanes, 6-foot sidewalks, and a 16-foot continuous median. On-street parking will not be permitted. Total recommended street width is 80 feet (back of curb to back of curb) within 110 feet of right-of-way. The recommended cross-section for a minor arterial roadway is shown in **Figure 7**.

Although these minor arterial streets will ultimately consist of four lanes, these roadways could be constructed in phases, with two-lane roadways initially constructed and sufficient right-of-way reserved to accommodate the ultimate four-lane, raised median cross-sections. Additional travel lanes and a raised



median would then be phased in as additional capacity and access control is required to accommodate future development.

#### **4.2.2 Henry Park Internal Circulation Recommended Functional Classification**

The internal roadways, Road A, Road B, and Road C should be classified as minor collector roadways. These roadways will provide access between residential parcels and the arterial street network. The minor collector roadways provide connectivity between the individual parcels.

Minor collectors should be constructed as two-lane roadways with a two-way left turn lane. The minor collector cross-section consists of two 12-foot travel lanes, a 12-foot two-way left-turn lane, 6-foot bike lanes, 6-foot sidewalks, and vertical curbs with gutters. On-street parking will not be allowed. Total pavement width for this cross section will be 48 feet (back of curb to back of curb) within 70 feet of right-of-way. Daily traffic volumes are expected to range from 5,000 to 25,000 vehicles per day. The recommended cross-sections for minor collectors are shown in **Figure 7**.

#### **4.2.3 Henry Park Roadway Improvements**

Major Arterial roadway improvements to be constructed as part of the Henry Park development will include half street improvements along Broadway Road adjacent to the site. A 65-foot right-of-way has been proposed along the northern boundary of Henry Park.. As part of the Henry Park improvements a half-street consisting of the southern outside curb, 44 feet of pavement, and the southern median curb will be constructed along the site frontage.

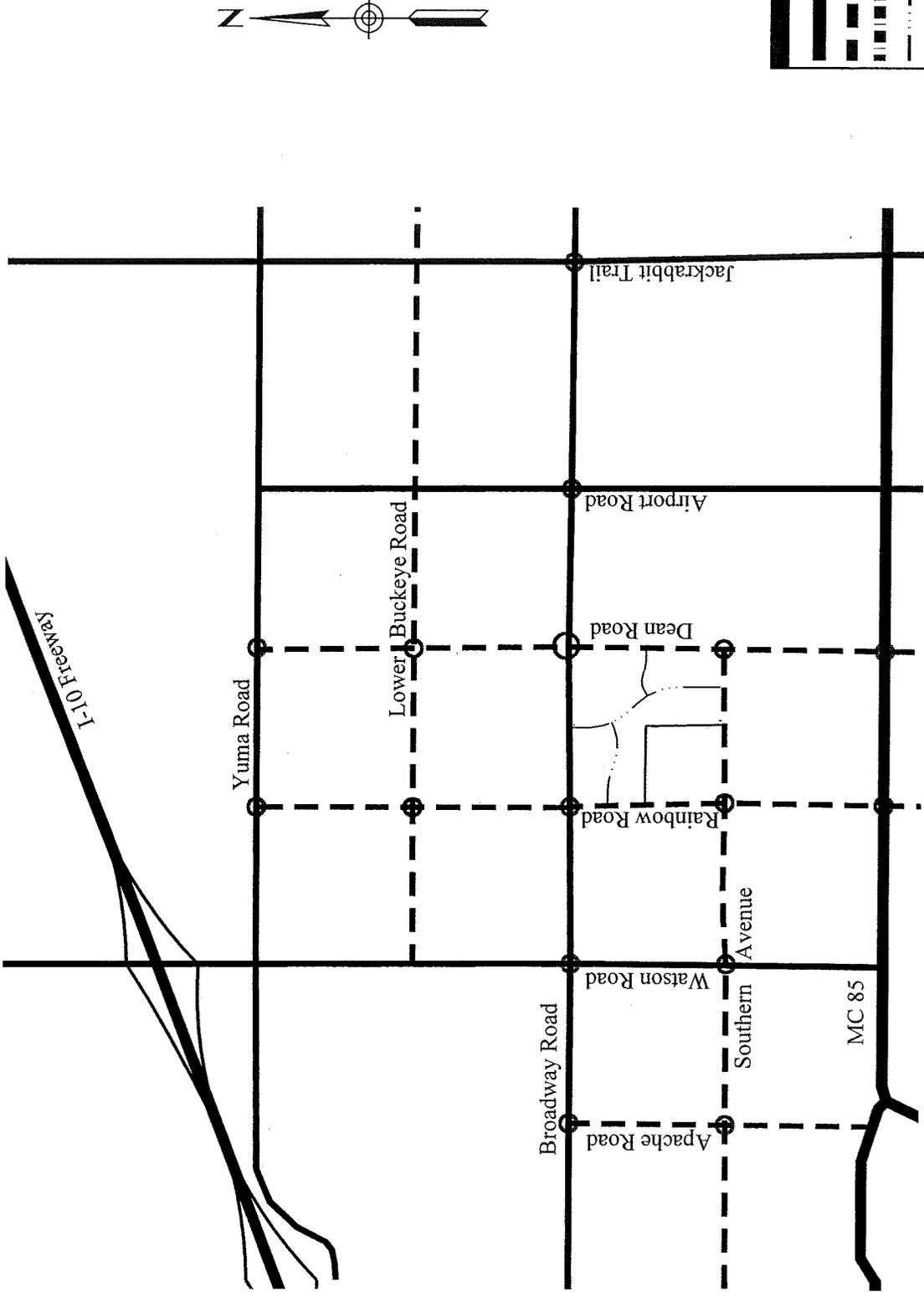
Minor Arterial roadway improvements to be constructed as part of the Henry Park development will include half-street improvements on Dean Road, Rainbow Road, and Southern Avenue adjacent to the site. A right-of-way dedication of 55 feet is recommended along these alignments adjacent to the site. Half-street improvements constructed as part of Henry Park will include one outside curb, one median curb, and 32 feet of pavement along Dean Road and Rainbow Road. It is recommended that Southern Avenue be classified as a minor arterial for the purpose of right-of-way dedication, in case Southern Avenue is extend to the east past Dean Road in the future. However, if Southern Avenue is not extended to the east beyond Dean Road, a minor collector cross section will be sufficient; therefore, it is recommended that the Southern Avenue improvements to be constructed as part of Henry Park consist of the northern outside curb and 30 feet of pavement.

Minor collector streets to be constructed as part of the Henry Park development include the internal streets: Road A, Road B and Road C, as shown in **Figure 6**. A 70' right-of-way has been dedicated along these roadway alignments. These roadways are located completely within the Henry Park development; therefore, full cross-section improvements will be constructed along these roadways.



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# Recommended Functional Classification



LEGEND	
Thick solid line	Major Arterial / Expressway
Thin solid line	Minor Arterial
Dashed line	Major Collector
Dotted line	Minor Collector

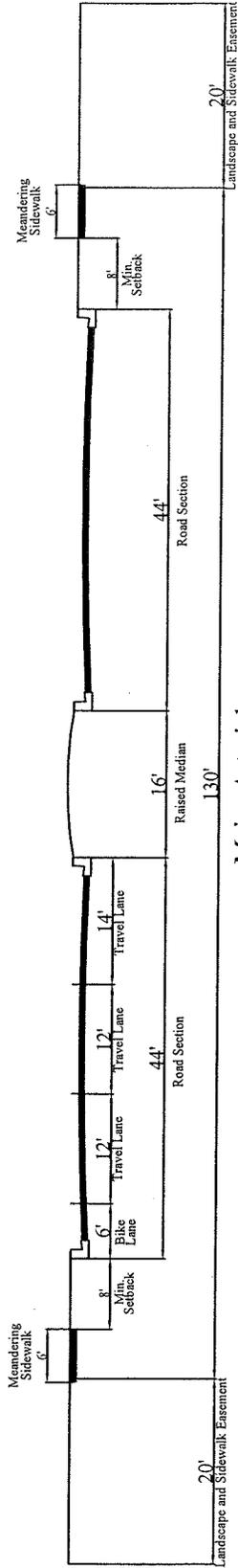
Henry Park

Figure 6

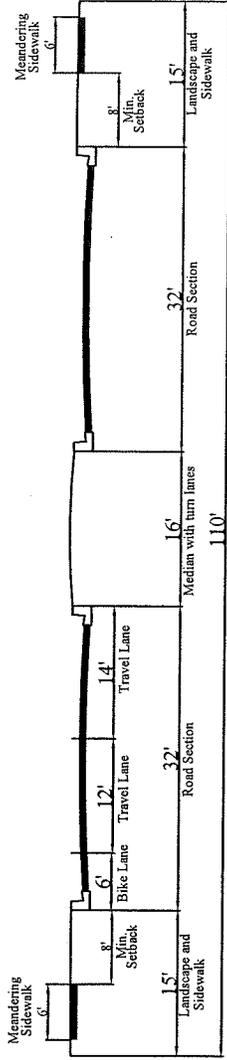


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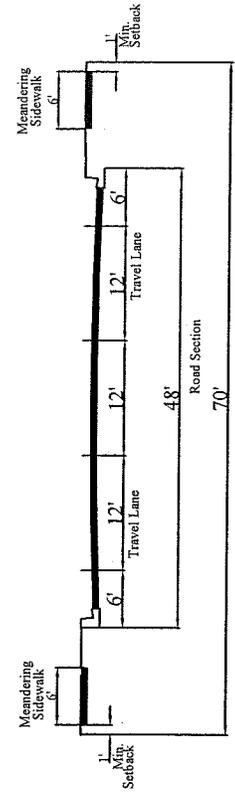
# Recommended Cross-Sections



Major Arterial  
55,000 vpd



Minor Arterial  
35,000 vpd



Minor Collector  
25,000 vpd

## Henry Park

Figure 7



## 5.0 CONCLUSIONS

The Henry Park development is a master planned development that will consist of residential and commercial uses as well as a proposed elementary school site, a park, and open space. The proposed development will be constructed on approximately 480 acres of land in the Town of Buckeye, Arizona. This study includes an evaluation of the development circulation plan and an overview of the transportation infrastructure required to serve the development. Study results include the following:

- Upon completion, the development will include approximately 1,101 single-family residential dwelling units, 536 condominiums and 313,632 square feet of commercial/retail development. The project will also include one (1) proposed elementary school site.
- The proposed development is projected to generate approximately 32,718 daily trips. Of these daily trips, approximately 1,792 are expected to occur in the AM peak hour and 3,251 are anticipated to occur in the PM peak hour.
- To accommodate expected volumes, Broadway Road should be designated as a major arterial roadway adjacent to the development and should be planned as a six-lane roadway. This roadway should include three travel lanes in each direction, divided by a raised median, with auxiliary turning lanes at all major intersections. A major arterial cross section will accommodate daily traffic volumes as high as 55,000 vehicles per day. Half-street improvements will be constructed along Broadway Road adjacent to the site.
- To accommodate expected volumes, all minor arterial streets adjacent to the development should be planned as four-lane roadways, including Dean Road and Rainbow Road. Each minor arterial roadway should include two travel lanes in each direction, divided by a raised median, with auxiliary turning lanes at all major intersections. A minor arterial cross section will accommodate daily traffic volumes as high as 35,000 vehicles per day. Half-street improvements will be constructed along Dean Road and Rainbow Road adjacent to the site.
- Southern Avenue is not continuous past Dean Road in its current configuration. Based on the analysis, if Southern Avenue is not continuous past Dean Road, it should be classified as a minor collector adjacent to the site. If Southern Avenue is extended to the east in the future, it may be necessary to re-classify Southern Avenue as a minor arterial. It is recommended that the minor arterial right-of-way be dedicated along Southern Avenue adjacent to the site, but half street improvements be constructed base upon a minor collector cross section
- To accommodate expected volumes, all minor collector streets within the study area should be planned as two-lane roadways, including the internal roadways: Road A, Road B and Road C. Each roadway should include one travel lane in each direction, divided by a two-way left-turn lane and would accommodate daily traffic volumes that range from 5,000 to 25,000 vehicles per day



Kimley-Horn  
and Associates, Inc.

## 6.0 APPENDIX

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Scenario Report

Scenario: +20 Daily  
Command: +20  
Volume: +20 Daily  
Geometry: +20  
Impact Fee: Default Impact Fee  
Trip Generation: Daily  
Trip Distribution: +20  
Paths: +20  
Routes: Default Routes  
Configuration: Default Configuration

Trip Generation Report

Forecast for Daily

Zone #	Subzone	Amount	Units	Rate In	Rate Out	Trips In	Trips Out	Total Trips	% Of Total
801	Parcel 1	1.00	1 - R	648.00	648.00	648	648	1296	4.0
	Zone 801 Subtotal					648	648	1296	4.0
802	Parcel 2	1.00	2 - R	476.50	476.50	477	477	954	2.9
	Zone 802 Subtotal					477	477	954	2.9
803	Parcel 3	1.00	3 - R	476.50	476.50	477	477	954	2.9
	Zone 803 Subtotal					477	477	954	2.9
804	Parcel 4	1.00	4 - R	529.50	529.50	530	530	1060	3.2
	Zone 804 Subtotal					530	530	1060	3.2
805	Parcel 5	1.00	5 - R	438.00	438.00	438	438	876	2.7
	Zone 805 Subtotal					438	438	876	2.7
806	Parcel 6	1.00	6 - School	516.00	516.00	516	516	1032	3.2
	Zone 806 Subtotal					516	516	1032	3.2
807	Parcel 7	1.00	7 - R	633.50	633.50	634	634	1268	3.9
	Zone 807 Subtotal					634	634	1268	3.9
808	Parcel 8	1.00	8 - Park	5.00	5.00	5	5	10	0.0
	Zone 808 Subtotal					5	5	10	0.0
809	Parcel 9	1.00	9 - R	534.00	534.00	534	534	1068	3.3
	Zone 809 Subtotal					534	534	1068	3.3
810	Parcel 10	1.00	10 - R	553.50	553.50	554	554	1108	3.4
	Zone 810 Subtotal					554	554	1108	3.4
811	Parcel 11	1.00	11 - C-2	2287.00	2287.00	2287	2287	4574	14
	Zone 811 Subtotal					2287	2287	4574	14.0
812	Parcel 12	1.00	12 - R-2	680.00	680.00	680	680	1360	4.2
	Zone 812 Subtotal					680	680	1360	4.2
813	Parcel 13	1.00	13 - R	704.00	704.00	704	704	1408	4.3
	Zone 813 Subtotal					704	704	1408	4.3
814	Parcel 14	1.00	14 - R	680.50	680.50	681	681	1362	4.2
	Zone 814 Subtotal					681	681	1362	4.2
815	Parcel 15	1.00	15 - R-2	445.50	445.50	446	446	892	2.7
	Zone 815 Subtotal					446	446	892	2.7
816	Parcel 16	1.00	16 - R-2	445.50	445.50	446	446	892	2.7

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Zone #	Subzone	Amount	Units	Rate In	Rate Out	Trips In	Trips Out	Total Trips	% Of Total
	Zone 816 Subtotal					446	446	892	2.7
817	Parcel 17	1.00	17 - C-2	6306.00	6306.00	6306	6306	12612	38
	Zone 817 Subtotal					6306	6306	12612	38.5
TOTAL						16363	16363	32726	100.0

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Trip Distribution Report

Percent Of Trips Existing

Zone	To Gates							
	1	2	3	4	5	6	7	8
801	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
802	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
803	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
804	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
805	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
806	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
807	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
808	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
809	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
810	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
811	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
812	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
813	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
814	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
815	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
816	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5
817	10.0	10.0	50.0	15.0	7.0	3.0	2.5	2.5

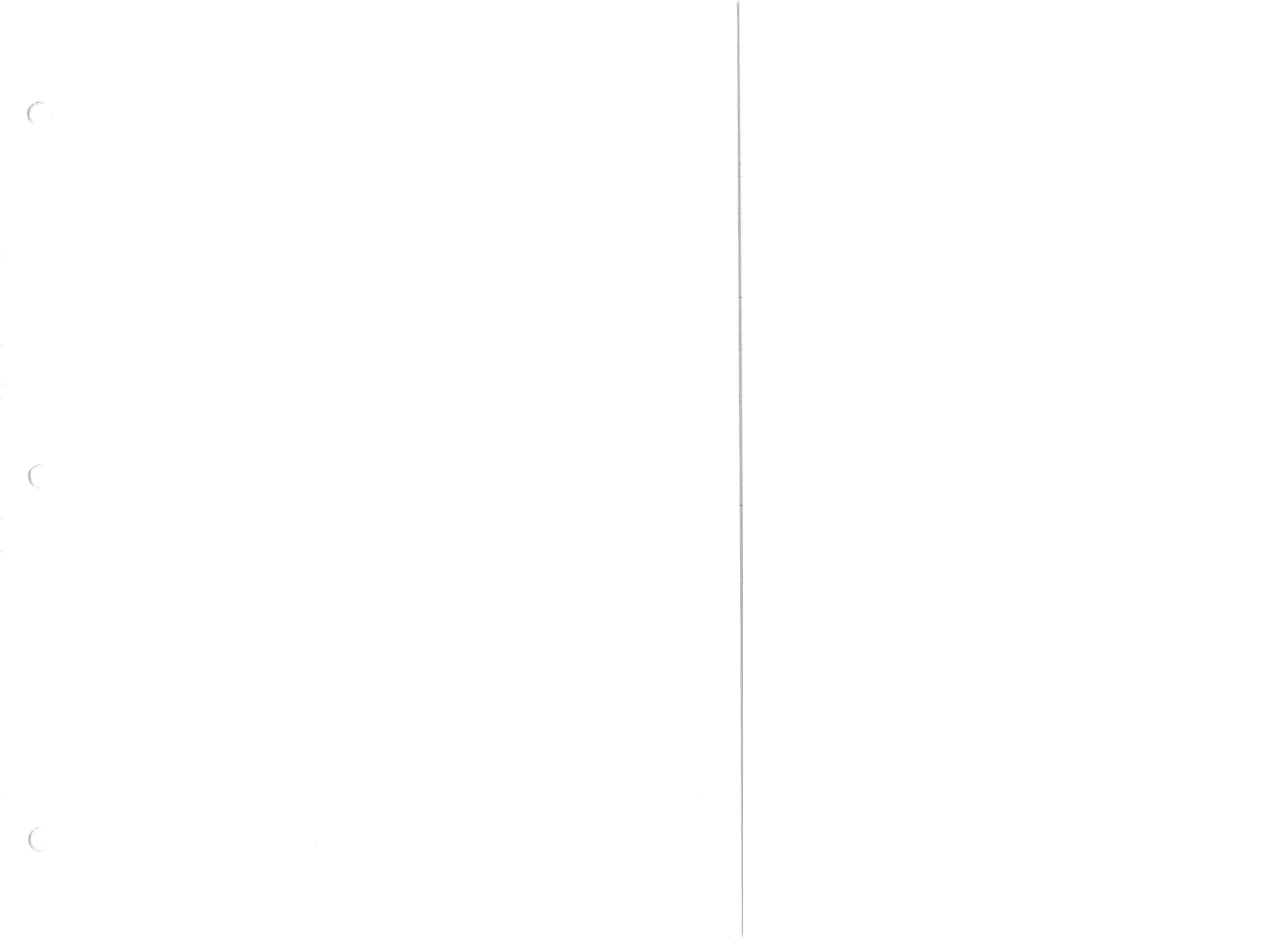
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 Link Volume Report  
 Daily  
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Volume Type	NB Link			SB Link			EB Link			WB Link			Total Volume
	In	Out	Total										
#1 Rainbow Rd/Broadway Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	360	360	720	156	156	312	1525	1525	3050	1321	1321	2642	6724
Total	360	360	720	156	156	312	1525	1525	3050	1321	1321	2642	6724
#2 Dean Rd/Broadway Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	3072	3072	6144	80	80	160	7092	7092	14184	9818	9818	19636	40124
Total	3072	3072	6144	80	80	160	7092	7092	14184	9818	9818	19636	40124
#3 Dean Rd/Southern Ave													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	2004	2004	4008	3777	3777	7554	2625	2625	5250	0	0	0	16812
Total	2004	2004	4008	3777	3777	7554	2625	2625	5250	0	0	0	16812
#4 Road A & Broadway													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	3575	3575	7150	0	0	0	1321	1321	2642	4096	4096	8192	17984
Total	3575	3575	7150	0	0	0	1321	1321	2642	4096	4096	8192	17984
#5 Road C & Dean													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	4348	4348	8696	4806	4806	9612	1346	1346	2692	0	0	0	21000
Total	4348	4348	8696	4806	4806	9612	1346	1346	2692	0	0	0	21000
#6 Road B & Rainbow													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	675	675	1350	361	361	722	0	0	0	838	838	1676	3748
Total	675	675	1350	361	361	722	0	0	0	838	838	1676	3748
#7 Road A & Southern													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	0	0	0	2012	2012	4024	2303	2303	4606	2625	2625	5250	13880
Total	0	0	0	2012	2012	4024	2303	2303	4606	2625	2625	5250	13880
#8 Road A & Road C													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	1176	1176	2352	1278	1278	2556	0	0	0	102	102	204	5112
Total	1176	1176	2352	1278	1278	2556	0	0	0	102	102	204	5112
#9 Road A & Road B													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	1819	1819	3638	3075	3075	6150	1256	1256	2512	0	0	0	12300
Total	1819	1819	3638	3075	3075	6150	1256	1256	2512	0	0	0	12300
#21 Rainbow Rd/Southern Ave													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	1596	1596	3192	674	674	1348	1184	1184	2368	2304	2304	4608	11516
Total	1596	1596	3192	674	674	1348	1184	1184	2368	2304	2304	4608	11516

Volume Type	NB Link			SB Link			EB Link			WB Link			Total Volume
	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	
#22 Watson Rd/Southern Ave													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	0	0	0	284	284	568	900	900	1800	1184	1184	2368	4736
Total	0	0	0	284	284	568	900	900	1800	1184	1184	2368	4736
#23 Apache Rd/Southern Ave													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	0	0	0	0	0	0	900	900	1800	900	900	1800	3600
Total	0	0	0	0	0	0	900	900	1800	900	900	1800	3600
#24 Watson Rd/Broadway Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	284	284	568	1332	1332	2664	477	477	954	1525	1525	3050	7236
Total	284	284	568	1332	1332	2664	477	477	954	1525	1525	3050	7236
#25 Apache Rd/Broadway Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	0	0	0	0	0	0	477	477	954	477	477	954	1908
Total	0	0	0	0	0	0	477	477	954	477	477	954	1908
#26 Airport Rd/Broadway Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	0	0	0	0	0	0	9818	9818	19636	9818	9818	19636	39272
Total	0	0	0	0	0	0	9818	9818	19636	9818	9818	19636	39272
#27 Jackrabbit Trail/Broadway Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	0	0	0	9818	9818	19636	9818	9818	19636	0	0	0	39272
Total	0	0	0	9818	9818	19636	9818	9818	19636	0	0	0	39272
#28 Dean Rd/Lower Buckeye Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	80	80	160	80	80	160	0	0	0	0	0	0	320
Total	80	80	160	80	80	160	0	0	0	0	0	0	320
#29 Rainbow Rd/Lower Buckeye Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	156	156	312	156	156	312	0	0	0	0	0	0	624
Total	156	156	312	156	156	312	0	0	0	0	0	0	624
#30 Rainbow Rd/Yuma Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	156	156	312	0	0	0	236	236	472	80	80	160	944
Total	156	156	312	0	0	0	236	236	472	80	80	160	944
#31 Dean Rd/Yuma Rd													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	80	80	160	0	0	0	80	80	160	0	0	0	320
Total	80	80	160	0	0	0	80	80	160	0	0	0	320

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Volume Type	NB Link			SB Link			EB Link			WB Link			Total Volume
	In	Out	Total										
#32 Rainbow Rd/MC 95													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	0	0	0	1596	1596	3192	1145	1145	2290	451	451	902	6384
Total	0	0	0	1596	1596	3192	1145	1145	2290	451	451	902	6384
#45 Watson & Yuma													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	1332	1332	2664	1524	1524	3048	44	44	88	236	236	472	6272
Total	1332	1332	2664	1524	1524	3048	44	44	88	236	236	472	6272
#49 Dean & MC 85													
Base	0	0	0	0	0	0	0	0	0	0	0	0	0
Added	0	0	0	2004	2004	4008	451	451	902	2455	2455	4910	9820
Total	0	0	0	2004	2004	4008	451	451	902	2455	2455	4910	9820



***HENRY PARK  
COMMUNITY MASTER PLAN***

**Development Procedures**

*Overview:*

This section contains the procedural aspects that concern the Community Master Plan (“CMP”). This section sets forth: (i) the processes by which amendments to the CMP will be reviewed; (ii) the relationship of the development standards contained in this CMP to the Town of Buckeye Development Code; (iii) standards and the process(es) for subdivision; and (iv) lot splitting of property including the review and approval of infrastructure plans and the provision of public improvements.

*Amendments to the Community Master Plan:*

Amendments to the CMP may be necessary from time to time to reflect changes in market conditions and development financing, and/or to meet new requirements of one or more of the potential users or builders of any part of the Property. As changes or adjustments become necessary, such changes shall, unless otherwise required by applicable law, be effectuated as a minor change to the CMP through the administrative approval of the Town's Community Development Director which, after approval, shall be attached to the CMP as an addendum and become a part hereof. Minor changes shall not require notice or public hearings. Major changes shall be reviewed by the Development Board and approved by the Town Council subject to applicable notice and hearing requirements.

The following shall be considered major changes:

- Substantial alterations to the list of permitted uses of the Property set forth in this CMP, as deemed to be substantial by the Community Development Director.
- An overall increase in density or the addition of non-residential uses where not contemplated by the Plan.
- Other changes may be considered major amendments if so determined by the Community Development Director.

The following are examples of minor changes:

- A change in the types of residential uses provided the density does not increase.
- Minor alterations to the list of permitted uses of the Property set forth in this CMP, as deemed to be minor by the Community Development Director.
- Any other change to the CMP is a minor amendment provided that it is not considered major by the Community Development Director.

*Relationship with the Development Code:*

The regulations and provisions for land use and property development standards contained in the CMP take precedence over regulations covering land use and property development standards in the Development Code. Administrative procedures contained in the Development Code remain applicable to development within the Property. In the event of a conflict between the provisions of the CMP and the Development Code except administrative provisions, the provisions of the CMP shall prevail.

***Project Development***

As a result of recent discussions between the Town of Buckeye and developers/homebuilders, this CMP specifically addresses the following development and construction related issues:

1. At-Risk Grading Permits. Issuance of an at risk grading permit is permitted prior to final plat recordation at the discretion of the Town Engineer.
2. Construction Water. The Town of Buckeye agrees to use its best efforts to provide construction water as necessary to not impede development progress.

***Responsibility for Public Improvements***

*Financial Guarantee:*

The Town Council shall require the subdivider to guarantee that all required improvements will be completed in a manner satisfactory to the Town using either of the following methods:

1. A performance bond, an irrevocable letter of credit, assurance of construction of subdivision improvements, funds in a restricted escrow account, or other financial guarantee approved by the Town Attorney prior to the recordation of the final plat.

a. The financial guarantee shall be one hundred (100) percent of the cost of the labor and materials necessary to complete the required subdivision improvements based upon a construction cost estimate prepared by a registered professional engineer who is licensed to practice in the State of Arizona.

b. The period within which required improvements must be completed shall be specified and shall not exceed two (2) years from the date of final approval.

## **Appendices and Exhibits**

Each Appendix and Exhibit referenced in the CMP is incorporated by this reference as if fully set forth herein.

***HENRY PARK  
COMMUNITY MASTER PLAN***

**Conformance with Buckeye Land Use District Map**

The subject property is located within the limits of the 1989 General Plan Land Use Map, the 2001 General Plan/Land Use District Map and the Buckeye Planning Area Development Concept sketch from the 2001 General Plan Growth Element.

The proposed use of the property for single family and commercial is less intense than the land uses depicted in the above referenced documents. A companion General Plan amendment is currently under review. Once approved, the proposed land uses will be consistent with the General Plan.

When recorded return to:

Town Clerk  
Town of Buckeye  
100 N. Apache, Suite A  
Buckeye, Arizona 85326

**ORDINANCE NO. 69-05**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, APPROVING BOTH A DEVELOPMENT AGREEMENT AND THE COMMUNITY MASTER PLAN FOR THE DEVELOPMENT KNOWN AS HENRY PARK, A MASTER PLAN COMMUNITY BY STARDUST REIF NO. 5 L.L.C. ON APPROXIMATELY 479 ACRES OF LAND LOCATED ON THE SOUTHWEST CORNER OF BROADWAY ROAD AND DEAN ROAD AND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT ON BEHALF OF THE TOWN.**

WHEREAS, STARDUST REIF NO. 5 L.L.C. is the authorized developer (the "Developer") of the land hereafter described and, with the express consent of the owners of such land (the "Owners"), proposes the development of a master planned community comprised of a variety of land uses on approximately 479 acres of land generally located west of Dean Road, south of Broadway Road, east of Rainbow Road and north of Southern Avenue, as legally described in Exhibit A to the Development Agreement attached hereto (the "Property"); and

WHEREAS, the Henry Park Community Master Plan (comprised of a project narrative, a land use plan, infrastructure plans, a master phasing plan, an environmental assessment, development standards and review procedures, along with supporting technical studies) must be adopted as a part of a Development Agreement between the Town of Buckeye ("Town") and the Developer; and

WHEREAS, the proposed development of the Property as described in the Henry Park Community Master Plan conforms to the Town of Buckeye General Plan applicable to the Property as of the date of this Ordinance; and

Ord. 69-05

**WHEREAS**, the Town Land Use Administrator has evaluated the proposed Community Master Plan, and submitted the Plan to the Community and Development Board (“Development Board”), recommending approval of the Plan subject to the Stipulations attached as Exhibit A; and

**WHEREAS**, the Town Development Board conducted at least one public hearing on said Plan, has reviewed the proposed Community Master Plan, and recommends approval of said Plan subject to the Stipulations attached as Exhibit A; and

**WHEREAS**, the Town of Buckeye and Developer, with the consent of the Owners, have negotiated and prepared a Development Agreement substantially in the form attached hereto as Exhibit B; and

**WHEREAS**, the Town is authorized by A.R.S. § 9-500.05 to enter into the Development Agreement.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Town Council of the Town of Buckeye, Arizona, that:

**Section 1:** The documents submitted and referenced above as the “Henry Park Community Master Plan” in substantially the form on file with the Clerk of the Town, are hereby approved, adopted and made a part hereof as if fully set out in this Ordinance subject to the Stipulations attached as Exhibit A; and

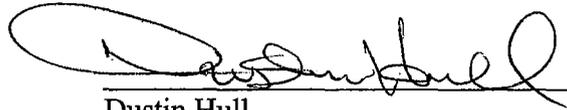
**Section 2:** The Development Agreement attached hereto as Exhibit B is hereby approved. Approval of the Development Agreement and Community Master Plan creates no vested rights except as provided in the Development Agreement, and does not create or approve a “protected development right” as defined under A.R.S. Section 9-1201 et seq.

**Section 3:** All ordinances and parts of ordinances in conflict with this Ordinance are hereby superseded to the extent of any conflict; and

**Section 4:** The Mayor of the Town is authorized and directed to sign this Ordinance on behalf of the Town and with respect to the Development Agreement, the Mayor or Town Manager of the Town is authorized and directed to execute and deliver the Development Agreement with such non-material insertions, omissions, and changes as shall be approved by the person executing the Development Agreement.

Ord. 69-05

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Buckeye, Arizona, this 15th day of November, 2005.



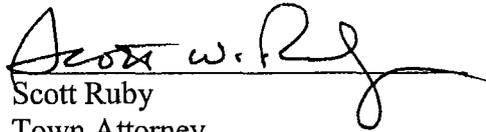
Dustin Hull  
Mayor

ATTEST:



Linda Garrison  
Town Clerk

APPROVED AS TO FORM:



Scott Ruby  
Town Attorney

Attachments: Exhibit A - Stipulations  
Exhibit B - Development Agreement

## **EXHIBIT A**

### **(Stipulations)**

1. Stardust Development shall extend culvert pipe the extra length necessary along Rainbow Road so that vehicular access will remain at Roesser Road for the properties to the east;
2. Stardust Development shall provide pedestrian access for the residents in the rural subdivision in the southwest corner of the section to the school site located at the intersection of the half section lines;
3. Any proposed future appendices or reports submitted under separate cover in pursuit to application CMP05-07, shall comply with the Henry Park Community Master Plan including those stipulations as stated below;
4. Approval of this Community Master Plan (Application No. CMP05-07) is contingent upon the execution of a Development Agreement between the Town of Buckeye and the Developer;
5. Development shall be in accordance with the Henry Park Community Master Plan, dated October 14, 2005, and all appendices and addendums, including all changes necessary to comply with these approved stipulations;
6. Provisions of the Buckeye Development Code not covered by the Development Agreement of the Henry Park Community Master Plan remain applicable to the development of the property;
7. A comprehensive sign and wall package shall be submitted to the Community Development Department for approval prior to the approval of the first final plat;
8. A financial guarantee for public infrastructure improvements shall be required and approved by the Town Council as detailed in the Henry Park Community Master Plan;
9. Architectural and Landscape Design Standards shall be submitted for approval to the Community Development Department, prior to the approval of the first final plat;
10. All developers and builders within Henry Park Community Master Plan are subject to Single-Family Architecture requirements as outlined in Section 7-7-6, F, of the Town of Buckeye Development Code;
11. The Developer shall create and record a set of Covenants, Conditions & Restrictions (CC&Rs) establishing an association which shall be responsible for the maintenance of all open space and landscape areas (including within rights-of-way). Said CC&Rs shall be reviewed and approved by the Community Development Director prior to being recorded;
12. Developer shall provide a Determination of Adequate Facilities Form from the appropriate school district (s) which certifies the Developer and school district(s) have entered into an agreement to provide, or help to provide, adequate school facilities within

the school district's attendance area in a timely manner. Agreements with the school district(s) shall specifically address proposed joint use of school sites for storm water retention;

13. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground;
14. Developer shall provide two paved access points to the project, including individual phases, which meet the requirements of the Town Engineer and Fire Chief;
15. The Developer shall be responsible for abandonment or installation underground for the existing irrigation ditches located along the western property line in accordance with improvement plans as approved by the Town Engineer. All other irrigation ditches located on the site shall be abandoned and removed, installed underground or relocated off the property by the Developer;
16. Along with the first preliminary plat, the Developer shall submit a traffic impact study meeting the Town's minimum requirements;
17. Phasing of the public infrastructure shall be subject to a phasing plan as approved by the Community Development Director and Town Engineer;
18. Broadway Road, Dean Road, and Southern Avenue shall be improved by this project as major arterial streets and shall have 65 feet of half-street right-of-way. Rainbow Road shall be improved as a minor arterial and shall have 55 feet of half-street right-of-way;
19. There exists 50-foot wide rights-of-way along the south and west edges of this project where it abuts existing large-lot development. The Developer shall meet with MCDOT and the landowners in that area to determine whether or not they have a desire to have their streets widened, improved and subject to traffic from this project;
20. Along with the first preliminary plat submitted to the Town, the Developer shall provide a comprehensive drainage report which demonstrates that off-site drainage will be collected, passed through the project and redistributed at the south property line in accordance with historical discharge points and conditions;
21. Along with the first preliminary plat submitted to the Town, the Developer shall provide a current ALTA survey for review;
22. Due to problems associated with the proximity of access points for the commercial corners and the adjacent high-density residential parcels, the Developer shall be limited to the full and right-in-right-out access points shown on the Access Exhibit which will be included in the CMP notebook;
23. All existing irrigation facilities located on the site shall be abandoned, relocated off the property or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended by at least five feet. Any additional right-of-way for District-owned facilities (not to exceed 5 feet) can be deducted from the depth of the perimeter landscape tracts;

- 24.** The Developer shall provide a sanitary sewer connection point to the western boundary of this project either in Southern Avenue or the first local street north of Southern Avenue. The purpose of this sanitary sewer connection is to provide potential future sewer service to the neighbors residing in the southwest quarter of this section, which is currently within Maricopa County jurisdictional limits. The Town shall enter into a reimbursement agreement for the portion not needed to serve this project;
- 25.** The Developer, not the Town, shall be responsible for providing water during construction;
- 26.** Collector streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided;
- 27.** Along with first preliminary plat submitted to the Town, the Developer shall provide an amendment to the Traffic Report which includes intersection analyses. Any traffic signals which are required due to the traffic from this project shall be installed by the Developer when warranted;
- 28.** Prior to closing the last ten (10) percent of the houses within the project, or as otherwise approved by staff, the Developer shall pay a pro rata share, based on acreage, of the cost of up to eight (8) future traffic signals to be installed within this section of land. The sectional contribution is to be based on the following allocation of cost: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries. The cost shall be based on an anticipated signal cost of \$200,000 each.
- 29.** When developing the Medium/High Density Residential, there shall be no three (3) story dwellings constructed immediately adjacent to the Medium Density Single-Family Residential parcels.
- 30.** Fences shall not be constructed to a height greater than 6 feet or per the code at time of Construction.
- 31.** There shall be only single story homes constructed along the buffer adjacent to the existing rural residential located southwest of the development.

**EXHIBIT B**  
**(Development Agreement)**

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2005-1843081 12/06/2005 10:56  
00671800103-27-1-1--  
**ELECTRONIC RECORDING**

When Recorded, Return to:

Scott W. Ruby, Esq.  
Gust Rosenfeld P.L.C.  
201 E. Washington, Suite 800  
Phoenix, Arizona 85004-2327

**DEVELOPMENT AGREEMENT**

**DATED DECEMBER 5, 2005**

**BETWEEN THE TOWN OF BUCKEYE**

**AND**

**STARDUST REIF NO. 5 L.L.C.**

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Exhibit A	Legal Description of Land
Exhibit B	Depiction of Land
Exhibit C	CMP Differences with Development Code
Exhibit D	Dispute Resolution/Remedies

## DEVELOPMENT AGREEMENT

1. **Date.** The date of this Development Agreement ("*Agreement*") is November 15, 2005.
  
2. **Parties.** The parties to this Agreement are:
  - (a) TOWN OF BUCKEYE, ARIZONA  
Attention: Carroll Reynolds, Town Manager  
100 North Apache  
Buckeye, Arizona 85326  
Facsimile Number: 623.386.7832 ("Town")
  
  - (b) STARDUST REIF NO. 5 L.L.C.  
Attention: Chris Heeter  
6730 N. Scottsdale Road, #230  
Scottsdale, Arizona 85253  
Facsimile Number: 480.607.5801 ("*Developer*")

3. **Background.** The following is the background to this Agreement:

(a) Developer plans to develop approximately 479 acres of land currently located in the Town of Buckeye, Arizona, which land is more particularly described in the attached Exhibit A (the "*Land*") and depicted in the attached Exhibit B. The current owner of the Land is Henry Land C. Limited Partnership: Henry Properties Limited Partnership – Ronald E. Henry and Sandra S. Henry ("Owner"). Owner intends to transfer ownership of the Land to the Developer and has consented to Developer entering into this Agreement.

(b) Developer intends to develop the Land as a phased master planned development and such phasing plan has been described in the Master Plan (as defined hereafter) and accepted by the Town.

(c) On and before May 27, 2005 the Developer submitted for approval the following documents pertaining to the Land: a Biological Report, Cultural Resources Report, Master Street and Circulation Plan, Traffic Report, Master Potable Water System Plan and Study, Master Wastewater System Plan and Study, Master Drainage Plan and Report, and Geological Subsidence Letter and Soils Report, which documents are intended by the Developer to collectively constitute a Community Master Plan (the "*Master Plan*") pursuant to the Town of Buckeye Development Code (the "*Development Code*").

(d) Town and Developer desire to enter into this Agreement pursuant to A.R.S. § 9-500.05 and Section 7-3-3 of the Development Code to approve the Master Plan for the Land.

(e) On November 15, 2005, by Ordinance No. \_\_\_\_\_, (the "*Ordinance*") Town approved this Agreement and the Master Plan.

**4. Agreement.**

For good and valuable consideration, including the benefits to Town, Developer and Owners as described above, Town and Developer agree as is more specifically set forth in this Agreement.

**5. Community Master Plan.**

(a) Developer has submitted and the Town has approved the Master Plan pertaining to the Land for development of the Land. The Master Plan is consistent with the Town's General Plan for the Land and the Area Plan for the Land. The Master Plan contains the information required by the Laws and Regulations (as defined in this Agreement). The Master Plan shall constitute an amendment to the Area Plan to the extent the Area Plan is modified by the Master Plan. The Master Plan is hereby approved, but vested rights shall be established only with respect to uses and densities and intensities of uses as described below. The Developer expressly acknowledges and agrees that no other development rights are granted or vested under this Agreement with respect to the development of the Land. The Master Plan shall control if there is any inconsistency between it and the Area Plan. Subject to the changes permitted by Sections 6 and 12, the Master Plan shall control as to any issues not covered by the Development Code or by any other Laws or Regulations. The differences between the Master Plan and the current Development Code set forth on Exhibit C hereto are hereby approved and the Master Plan shall control, subject to any later changes permitted by Sections 6 and 12 of this Agreement. Any difference between the Master Plan and the Development Code not set forth on Exhibit C is not approved and the Development Code shall control. This Agreement shall control as to any inconsistency between the Master Plan and this Agreement. This Agreement satisfies Section 7-3-3 of the Town Development Code that requires that a Master Plan be adopted with a development agreement.

(b) The types of uses, together with the densities and intensities of such uses for each development parcel located on the Land as shown on the Master Plan, are hereby established.

(c) Town shall permit and Developer shall have the right to develop the Land consistent with this Agreement and the Master Plan, subject to: (i) the submission and approval of a more detailed plan for, (1) each phase of development, if phases are contemplated and required by the Master Plan, (2) each plat, and (3) each site plan, and (ii) compliance with the Laws and Regulations. Subject to the foregoing and the provisions of Sections 6 and 12 of this Agreement, the right to develop the Land in accordance with the uses and densities provided in the Master Plan is hereby vested and shall not be materially changed, provided, however, the Town reserves the right to modify, terminate or otherwise change the Master Plan including the right to develop in accordance with the uses, densities, intensities and other standards established by the Master Plan and terminate this Agreement, if material progress has not been made by the Developer or such other persons developing the Land in the construction of the elements of the public infrastructure required by the Master Plan (such as and primarily the elements relating to water, sewer and streets) within five (5) years or has not completed construction of at least 36% of the end product uses (such as houses, commercial buildings or recreational amenities) shown on the Master Plan within eight (8) years, or has not built or caused to be built 62% of the end

product uses shown on the Master Plan within twelve (12) years or one hundred percent (100%) of the land within fifteen (15) years..

(d) The Land may be planned and developed in phases (individually "*Phase*" and collectively "*Phases*"). Developer shall have the right to plan and develop more than one Phase at a time, with the location, rate, timing and sequencing to be determined by Developer, provided, however the Town may require a different development phasing plan if such location or sequencing determinations by the Developer materially adversely affect the Town's ability to provide municipal services to the Phase. Notwithstanding the modification or termination deadlines for the Master Plan set forth in paragraph (c) above, any one Phase may be developed pursuant to the Master Plan without change by the Town if the Town Manager determines that the public infrastructure and the end product uses for such Phase have been constructed or have been built, as applicable, in accordance with the time periods set forth in paragraph (c) above.

(e) The Town reserves the right to require dedications of part of the Land as contemplated by the entire Master Plan for schools (in the event school sites are not required to be dedicated by the Master Plan), open space and other public purposes as part of Town's final development approvals. In addition, the Town reserves the right to require dedication of part of the land not contemplated by the Master Plan for public improvements necessary to serve or protect the public health or safety provided, however, that so long as the land is developed in accordance with the Master Plan and this Agreement, the Town will not require dedications of a part of the land for a police or fire station.

## 6. Laws and Regulations.

(a) The Town of Buckeye Code, including but not limited to that portion titled the "*Development Code*" as amended from time to time shall govern the development of the Land subject to the uses and densities provided in the Master Plan. The Town must be able to regulate the planning and development of the Land and the construction and installation of improvements on the Land in order to serve the best interests of the Town. Consequently, Town reserves, exercising its sole and absolute discretion, the right to amend existing or to adopt new laws, rules, regulations and standards of development for the Town, including resolutions, official policies and procedures and the *Development Code* (collectively, as amended or adopted from time to time, the "*Laws and Regulations*"), and subject to the provisions in Section 12 of this Agreement, the Laws and Regulations shall apply to the Land.

(b) Notwithstanding any provision of the Master Plan, or this Agreement, including but not limited to the provisions of Section 12 of this Agreement, future Laws and Regulations shall apply to the Land, regardless of the impact on the development of the Land, if such future Laws and Regulations are required or mandated by federal, State or county law or regulation; required or imposed by judicial or regulatory action; or necessary to alleviate or otherwise contain threats to public health or safety.

(c) Any change to the Laws and Regulations as allowed in this section shall not discriminate against Developer and the Land, and any change shall be uniformly applied to all similar land and landowners at such time such land is within the boundaries of Town.

**7. Infrastructure.**

(a) The construction and installation of the water and wastewater facilities, public streets, curbs, gutters, sidewalks and traffic control, directional signs and other public infrastructure and public facilities on the Land as required by the Master Plan and the Laws and Regulations (collectively, the "*Infrastructure*") shall be subject to and in compliance with the Laws and Regulations. Developer shall cause all the Infrastructure required by the Master Plan to be constructed and installed at no cost to the Town. Such Infrastructure may be constructed in segments that correspond to the Phases, if any set forth in the Master Plan. All Infrastructure shall be installed in a workmanlike manner in conformity with the plans and specifications that are submitted to and approved by the Town in connection with the Master Plan or each Phase. Dedication of Infrastructure or construction of Infrastructure within public rights-of-way or easements by the Developer shall not constitute acceptance of the Infrastructure by the Town or for purposes of starting any warranty period. Acceptance of any and all Infrastructure by the Town for purposes of the Town assuming maintenance and repair obligations and for purposes of commencing the warranty period shall be expressly evidenced by the Town as provided herein.

(b) Upon completion by Developer of any Infrastructure pursuant to Section 7(a), Developer shall notify the Town in writing of the presumptive completion of such Infrastructure. So long as such Infrastructure is constructed in accordance with the approved plans and the requirements of Section 7(a), as verified by the inspection of the completed improvements by the Town Engineer; all punch list items have been completed; and, if applicable, a Service Agreement required by Section 11(b) has been executed and delivered by Developer with respect to water, sewer, police and fire facilities and any other public infrastructure or service set forth in the Service Agreement, the Town shall accept the Infrastructure, unless such Infrastructure is to be owned or accepted by some other governmental entity. The Town shall notify Developer, in writing, of the Town's acceptance of the Infrastructure as of the day of the final inspection or as of such other date set forth in a Service Agreement for such Infrastructure. Acceptance of any Infrastructure is expressly conditioned upon a two-year warranty for such Infrastructure, as provided in Section 7(c), below. Except as provided in Section 7(d) below, or the terms of any applicable Service Agreement, after acceptance of any Infrastructure, the Town thereafter shall maintain, repair and operate such Infrastructure at its own cost. Developer, at no cost to Town, shall dedicate rights-of-ways or convey public easements necessary for the construction, installation, operation and maintenance of the Infrastructure as required by Town, which rights-of-ways or easements may be located adjacent to or in other public and private rights-of-ways or easements.

(c) Developer shall give to Town a two year warranty for all Infrastructure, which warranty shall begin on the date that Town accepts the Infrastructure as provided in this section or on such other date as set forth in the Service Agreement. Any material deficiencies in material or workmanship identified by Town's staff during the two year warranty period shall be brought to the attention of Owner(s) who provided the warranty, who shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Town's staff. Continuing material deficiencies in a particular portion of the Infrastructure shall be sufficient grounds for Town to require (i) an extension of the warranty for an additional two year period or, (ii) the proper repair of, or (iii) the removal and reinstallation of, that portion of the Infrastructure that is subject to such continuing deficiencies. Regardless of whether the two year warranty period has

expired, the Developer agrees to repair any damage to the Infrastructure caused by Developer's construction activities on the Land. Nothing contained herein shall prevent the Town or Developer from seeking recourse against any other third party for damage to the Infrastructure caused by such third party.

(d) Unless provided otherwise in a Service Agreement as defined in Section 11(b) of this Agreement, Developer shall maintain and repair all Infrastructure comprised of streets, parkways and alleys and all appurtenances thereto at its expense, for a period of two (2) years from the date the Town accepts the Infrastructure. Such maintenance shall consist of all maintenance and repair actions reasonably required by customary engineering industry standards for each item of Infrastructure. Notwithstanding the foregoing, Developer agrees to forever maintain all landscaping located within the public easements and rights-of-way located on the Land and such obligation shall survive the termination or expiration of this Agreement; provided, however, Developer may assign this obligation to one or more home owners associations ("*HOA*") provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability, acceptable to the Town, to bear such obligation. Once the Town has consented to the assignment of this obligation to an HOA, Developer shall be relieved of any further obligation to maintain the landscaping.

8. **Flood Control.** Flood control measures for the Land shall comply with the requirements of the United States Army Corp of Engineers, and the Laws and Regulations, and, to the extent they are not superceded by the United States Army Corp of Engineers or the Laws and Regulations, the requirements of the Maricopa County Flood Control District.

9. **Community Facilities and Improvement Districts.**

(a) **Community Facilities District.** The Town in accordance with its adopted Community Facilities Guidelines, will consider any requests by Developer of Town to form a community facilities district comprised of the Land in order to aid in financing the cost of the Infrastructure. Nothing contained herein shall be construed to compel the Town to form a community facilities district or for the community facilities district, if formed, to finance any Infrastructure.

(b) **Street Lighting Improvement District.**

i) Developer shall, as part of the required public infrastructure on the Land, construct, install and dedicate to the Town, at no cost to the Town, street lights on all public streets, including major arterials, minor arterial and collector streets, in accordance with, and subject to, the provisions set forth in Section 7 herein.

ii) Owner and Developer shall initiate the formation of a street lighting improvement district prior to final plat approval by executing and presenting to the Town a petition for the formation of the street lighting improvement district, in a form approved by the Town, for the purposes of paying the cost of the electricity, operation and maintenance of the street lighting system on the Land.

iii) Following the presentation of the petition for the formation of a street light improvement district in a form approved by the Town, the Town will commence improvement district proceedings to form a street light improvement district and to assess the cost of electricity, operation and maintenance of street lights against the property within the street light improvement district.

#### 10. Fees and Credits.

(a) Promptly after the Town submits invoices to Developer, Developer shall pay the Town's costs and expenses incurred in connection with: (i) the negotiation and preparation of this Agreement, and (ii) any suit, claim, legal challenge or referendum filed challenging this Agreement or any council action approving this Agreement, the Master Plan or other action relating to the development described in the Master Plan.

(b) As the Land is developed, Developer shall pay to Town what are commonly referred to as development, or impact, and hookup fees (collectively, "*Development Fees*") that are imposed by Town as of or after the date of this Agreement, subject to offsets and credits, as allowed by law.

(c) It is the intent of the parties to allow for a credit to be given against any Development Fee imposed if the Infrastructure or land, if any, is constructed or dedicated by a party other than the Town. No credit will be given for dedication of rights-of-way, easements or other land normally required for public Infrastructure; rather a credit for land dedication is intended for dedications such as regional park sites and municipal buildings.

#### 11. Services.

(a) The Town shall, to the extent permitted by law, include the Land in Town's municipal service area, and, upon execution and delivery of all applicable Service Agreements and construction and installation of the necessary Infrastructure by Developer as provided in or as required by the Laws and Regulations or the Master Plan and with respect to water, provide the Town with an adequate source and supply of water capable of serving the Land for 100 years with potable water (evidence of such 100-year supply shall include the issuance of a certificate of assured water supply by the Arizona Department of Water Resources), the Town shall provide to the Land such utility and other services in a manner that is similar to that by which Town provides such utilities and services generally to the residents of Town, including sewer, water, garbage, fire and police. To the extent a court or other governmental agency determines the Town shall not provide one or more municipal services to all or part of the Land, the Town shall not be liable for any damages, costs or expenses incurred or suffered by the Developer as a result of the Town's inability to serve.

(b) Notwithstanding the foregoing, if the Town determines, utilizing reasonable and customary municipal management, accounting and operational practices, that the Land or portion thereof that is being included in the Town's service area generates insufficient revenues to pay the costs and expenses of providing the water system, water treatment system, wastewater system, police and fire service or other Infrastructure or public service, such as a regional park, to or for such area of the Land, the Developer (together with any other owner of a

portion of the Land who benefits from the service) or "*Transferee*" as defined in Section 22) shall pay to the Town promptly upon receipt of each and every invoice from the Town, the amount set forth by the Town as the operational deficit to be incurred by the Town in connection with providing municipal services to such area of the Land. The parties agree that the Developer's obligation to pay any operating deficit shall be evidenced by an acceptance and service agreement ("*Service Agreement*"). In no event shall the Owner be obligated to pay any portion of the operating costs once the benefited area of the Land (which benefited area may be less than the entirety of the Land) has reached 95% build-out of its intended uses and densities. The Service Agreement shall, in addition to Developer's obligations, require the Town to assess and collect user fees or rates for each municipal service provided by the Town consisted with the fees or rates established by the Town and applied for other areas of the Town receiving similar municipal services. Failure by Developer to promptly pay the amount owed will constitute a breach of this Agreement and the Town may collect such amounts owing by any remedy of law or equity and further may withhold the issuance of building permits for improvements on the Land until such amount is paid.

**12. Restrictions.** Provided the Developer has met the deadlines set forth in Section 5 (c) of this Agreement and only with respect to any development on that part of the Land for which the major components of the public Infrastructure required to be built by the Master Plan and necessary to serve such development (such major Infrastructure shall consist of water and sewer system, drainage and street improvements) has been constructed or substantial progress has been made in the construction of such major Infrastructure, the Town shall not (i) impose a moratorium, (ii) enforce any Laws or Regulations that directly impose material limitations on the rate, timing or sequencing (other than the Town's ability to require different sequencing pursuant to Section 5(d) of this Agreement), or (iii) impose any Laws or Regulations which are intended for anti-growth purposes. This prohibition shall not apply to the extent that a limitation may be (a) required or mandated by county, State or federal laws; (b) required or imposed by judicial or regulatory action; or (c) necessary to alleviate or otherwise contain threats to public health or safety. Notwithstanding anything contained in this Section 12, the Town reserves the right to impose a moratorium or impose or enforce Laws or Regulations which are for no-growth purposes on any part of the Land for which the major Infrastructure (as described above) has not been constructed or substantial progress in the construction of such major Infrastructure has not been made, provided, however, the Developer shall have the right to construct such major infrastructure and cause the removal of the moratorium from the Land if Developer constructs the Infrastructure required by Section 5(c) of this Agreement, before the end of the time period relating to construction of public infrastructure set forth in Section 5(c) of this Agreement. Unless Town imposes a moratorium as permitted in this section and subject to all Laws and Regulations, Developer shall be allowed to apply for and receive approvals from Town for development on the Land that is consistent with this Agreement and the Master Plan.

**13. Agriculture Use.** Subject to the consequences described in Section 5 (c) of this Agreement, Developer shall have the right to use or grant rights to use the undeveloped part of the Land for agriculture purposes, including livestock grazing, but not dairy or feed lot operations, until such time as development begins on that part of the Land provided such uses do not constitute a nuisance to the developed areas of the Land. However, Developer shall use fences, setbacks and other physical buffers to adequately separate the agricultural uses from other uses, and Developer shall utilize agricultural practices to control dust, odors and water

runoff and other resulting conditions from the agricultural uses to ensure that such agricultural uses comply with the Laws and Regulations that apply to such agricultural uses.

**14. Covenants, Conditions and Restrictions.** Developer shall have the right to record one or more declaration of covenants, conditions and restrictions ("CC&Rs") for the area of the Master Plan and each phase to govern the private development and use of the Land. The CC&Rs shall be consistent with this Agreement and the Master Plan and all applicable Laws and Regulations, and each of the CC&Rs shall be subject to the prior review and approval of Town to confirm its compliance with this Agreement and the Master Plan.

**15. Representations and Warranties.** As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows ("*Representations and Warranties*"):

(a) By Developer respectively for themselves only:

i) Developer is a corporation or a limited liability company, duly formed and in good standing in their States of incorporation or formation and duly qualified to do business in Arizona.

ii) Developer has the authority, including the person signing for each Owner, and the right to enter into this Agreement as authorized by the board of directors or members of Developer company at duly noticed meetings at which quorums were present.

iii) Developer is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

iv) Developer has not relied on any representations or warranties of Town other than those expressly set forth in this Agreement.

(b) By Town:

i) The Ordinance was approved and enacted at a duly noticed and held public meeting by the Town Council, at which a quorum was present and the execution of this Agreement was authorized.

**16. Cooperation.**

(a) Town and Developer shall each designate a representative to act as a liaison between Town and its various departments and Developer ("*Representatives*"). The Representatives shall be available at all reasonable times to assist with the performance of the parties under this Agreement. The initial representative for Town ("*Town Representative*") shall be the Town Manager, and the initial representative for Developer ("*Developer's Representative*") shall be Chris Heeter. Town Representative and Developer's Representative may be changed by the applicable party by giving notice to the other party of the name, title, address and telephone number of the replacement.

(b) Town does and will from time to time, at the election of Town use the assistance of private independent attorneys, accountants, architects, engineers, inspectors and other outside professionals and consultants to assist Town in the process of administering the development of land within the boundaries of Town, including the Land. If the Town retains additional outside professionals and consultants in connection with the Land, Developer shall reimburse Town for all reasonable fees and costs of the professionals and consultants. Although Town shall have the right to retain and control the professionals and consultants, Town shall consider Developer's recommendation in connection with the selection of the additional professionals and consultants.

17. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended.

18. **Covenants Running with the Land.** The provisions of this Agreement shall be for the benefit of, and shall be a burden upon, the Land, and the provisions of this Agreement shall be covenants running with the Land, without the necessity of an assignment of this Agreement with the conveyance of any part of the Land. However, the provisions of this Agreement shall terminate as to any Lot (as defined in this Agreement) as provided in the section of this Agreement titled "*Duration.*"

19. **Defaults.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("*Cure Period*"), shall constitute a default under this Agreement; provided, however, that if the failure or delay 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 such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies that are set forth in Section 20 of this Agreement. In addition to the dispute resolution process and remedies set forth in Section 20 of this Agreement and Exhibit D hereto and notwithstanding anything in this Agreement to the contrary, Town shall have the right to withhold the issuance of building permits for improvements on the land affected by such default (regardless of Land ownership) until the Default is cured by Owner. Nothing contained in this section shall prevent Town from using any remedies or imposing any fines available to it under the Laws and Regulations for a violation or breach by Owner of any Laws and Regulations.

20. **Dispute Resolution Remedies.** The parties shall be limited to the remedies and dispute resolution process set forth in Exhibit D and in this Section. Any dispute, controversy, claim, or cause of action arising out of or relating to this Agreement shall be governed by Arizona law. The Owner and Town agree that any award rendered by the arbitrator (as defined in Exhibit D) pursuant to the provisions of Exhibit D shall be binding on both parties, and if either party does not abide by the award rendered by the arbitrator, the provisions of Exhibit D shall apply.

**21. Duration.**

(a) Unless terminated earlier pursuant to Section 5(c) of this Agreement, this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by and between the parties fifteen (15) years after the date of this Agreement. However, unless terminated by the Town pursuant to Section 5(c) of this Agreement, if less than sixty-two percent (62%) of the Land is still subject to this Agreement twelve (12) years after the date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement or recording by or between the parties for an additional two (2) years beyond the initial period of fifteen (15) years, for a total of seventeen (17) years, at which time this Agreement shall automatically terminate as to the Land without the necessity of any notice, agreement or recording by or between the parties. Upon the termination of this Agreement, neither party shall have any further obligations under this Agreement. However, such termination shall not affect any executed and delivered Service Agreement or any approval, permit, subdivision map or site plan that has been given, issued or approved by Town for any part of the Land as of the date of such termination. Town is willing to have this Agreement be effective for the period of time set forth in this Agreement because of the large number of acres owned by Developer.

(b) This Agreement shall automatically terminate as to any Lot without the necessity of any notice, agreement or recording by or between the parties anytime the required certificates of occupancy are issued by Town for all buildings on a Lot. A "Lot" (collectively "Lots") shall be any part of the Land, including common areas, that is identified in a recorded residential subdivision plat or site plan that has received final approval from the Town. This Agreement shall automatically terminate as to any part of the Land that is dedicated by deed, map of dedication or otherwise for Infrastructure and other public or governmental facilities and uses. Nothing contained in this section shall affect any obligation, tax, charge, assessment, encumbrance or other lien imposed on any Lot by the Town or a community facilities district.

**22. Assignment.** Developer shall have the right to transfer or assign ("*Transfer*") part or all of its rights and obligations under this Agreement, to any person or entity ("*Transferee*") at any time during the duration of this Agreement. Developer shall be released from its obligations under this Agreement only with respect to the Transfer, subject to the following:

(a) Developer has given Town notice of the Transfer, which shall include the name, address and facsimile number for notice purposes, of the Transferee; and

(b) The Transferee has agreed in writing to be subject to all of the provisions of this Agreement and any applicable Service Agreement in connection with the Transfer; and

(c) In the event of a partial Transfer, Developer and the Transferee have submitted to the Town and the Town has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between Developer and the Transferee including, but not limited to, those set forth in Section 7 "Infrastructure", Section 10 "Fees and Credits" and Section 11 "Services", such that the Town's rights and interests under this Agreement are not adversely affected.

Any amendment to this Agreement in connection with the Transferred Land shall affect only the Transferred Land and shall not be an amendment of this Agreement as to the part of the Land that is not transferred. Any Default of this Agreement in connection with the Transferred Land shall affect only the Transferred Land and shall not be a Default under this Agreement as to the part of the Land that is not the subject of a Transfer.

23. **Lien Financing.** Developer shall have the right at any time, and as often as it desires, to finance the Land and to secure the financing with a lien or liens against the Land. Nothing contained in this section or this Agreement shall constitute a subordination of this Agreement to any voluntary or involuntary obligation, tax, charge, assessment, encumbrance or other lien against the Land.

24. **Compliance Confirmation.** When requested by either Town or Developer, which request can be made from time to time, the other shall use its best efforts to confirm the following in writing to the requesting party within thirty (30) days from the date of the request:

(a) This Agreement is unmodified and in full force and effect (or reasons why it is not); and

(b) Based upon knowledge, there are not any uncured Defaults under this Agreement (or reasons why there are).

25. **No Agency or Partnership.** Neither Town nor Developer are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture or other business relationship between Town and Developer.

26. **No Third Party Beneficiary.** This Agreement shall not create any third party beneficiary rights to any person or entity who is not a party to this Agreement, including any lender to the Developer, unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

27. **Construction.** The provisions and exhibits of this Agreement shall be construed as a whole consistent with their plain meaning and intent, and they shall not be construed against one party or the other based upon which party prepared or influenced the drafting of any provision or exhibit of this Agreement.

28. **Recording.** Town shall record this Agreement with the County Recorder no later than ten (10) days after the last party to execute this Agreement.

29. **Time of Essence and Merger.** Time is of the essence of this Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters of this Agreement and the Master Plan. All prior contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein, and this Agreement constitutes full satisfaction of all claims and liabilities that exist, whether known or unknown, on or before the effective date of this Agreement, between the parties.

30. **Benefit and Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their successors and assigns.

31. **Counterparts and Waiver of Claims.** This Agreement, which may be executed in counterpart, shall constitute the entire agreement between the parties regarding the subject of this Agreement. This Agreement will constitute the entire agreement between the parties, and supercedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement. Developer knowingly and voluntarily forever releases and discharges the Town and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Developer have against the Town, and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement.

32. **Amendment.** Any amendment to this Agreement shall be in writing.

33. **Section Titles.** The section titles in this Agreement are not part of this Agreement and are for convenience only.

34. **Notices.** All notices, requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or transmitted by facsimile or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses or facsimile numbers set forth in the section of this Agreement titled "*Parties,*" with copies to the following:

- (a) For Town: Town Manager  
Town of Buckeye  
100 North Apache, Suite A  
Buckeye, Arizona 85326  
Facsimile Number: (623) 386-7832
- With a copy to: Scott W. Ruby, Esq.  
Gust Rosenfeld PLC  
201 E. Washington, Suite 800  
Phoenix, AZ 85004-2327  
Facsimile Number: (602) 340-1538
- (b) Developer Stardust REIF No. 5 L.L.C.  
Attention: Chris Heeter  
6730 N. Scottsdale Road, #230  
Scottsdale, Arizona 85253  
Facsimile Number: (480) 607-5801

With a copy to:

Stephen C. Earl  
Earl, Curley & Lagarde, P.C.  
3101 N. Central Avenue, #1000  
Phoenix, Arizona 85012  
Facsimile Number: (602) 265-2195

35. Force Majeure. The performance of either party and the duration of this Agreement shall be extended by any causes that are beyond the control of the party required to perform, such as an act of God, civil or military disturbance and labor or material shortage.

36. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Maricopa County, Arizona.

37. Attorneys Fees. The prevailing party in any litigation in connection with this Agreement shall be entitled to its attorneys' fees and costs.

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

39. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to achieve the practical and proportional benefits and obligations of the arrangements contemplated by this Agreement. Otherwise, either party may terminate this Agreement.

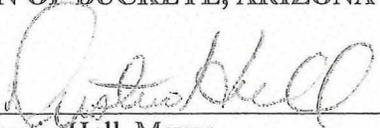
40. Signature. The parties have executed this Agreement on the date first above written.

TOWN:

DEVELOPER:

TOWN OF BUCKEYE, ARIZONA

STARDUST REIF NO. 5 L.L.C., an Arizona limited liability company

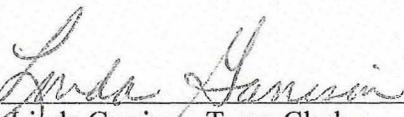
By:   
Dustin Hull, Mayor

By: 

Name: CHARLES B. HEISER

Title: MANAGER

Attest:

By:   
Linda Garrison, Town Clerk

Approved as to Form:

By: Scott W. Ruby  
Scott W. Ruby, Town Attorney

CONSENTED TO BY OWNERS:

The undersigned consent to the recording of this Agreement against the Land.

Henry Land Co., Limited Partnership,  
an Arizona limited partnership

Henry Properties Limited Partnership,  
an Arizona limited partnership

By: Ronald E. Henry

By: Ronald E. Henry

Name: RONALD E. HENRY

Name: RONALD E. HENRY

Title: Partner

Title: PARTNER

Ronald E. Henry 11-10-05  
Ronald E. Henry

Sandra S. Henry 11-10-05  
Sandra S. Henry

STATE OF ARIZONA )  
: ss.  
County of Maricopa )

The foregoing Agreement was acknowledged before me this 18<sup>th</sup> day of November 2005, by Dustin Hull, in his capacity as Mayor, on behalf of the Town of Buckeye, Arizona.

Rosalina Buechler  
Notary Public

My Commission Expires: April 8, 2007

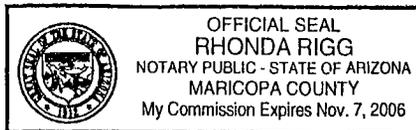


STATE OF ARIZONA )  
: ss.  
County of Maricopa )

The foregoing Agreement was acknowledged before me this 10 day of NOV 2005, by Chris Heeter, in his/her capacity as Manager, on behalf of STARDUST REIF NO. 5 L.L.C., an Arizona limited liability company.

Rhonda Rigg  
Notary Public

My Commission Expires:  
NOV. 7, 2006



STATE OF ARIZONA )  
: ss.  
County of Maricopa )

The foregoing Agreement was acknowledged before me this 10 day of NOV 2005, by Ronald E. Henry, in his/her capacity as Gen. Mgr., on behalf of Henry Land Co., Limited Partnership, an Arizona limited partnership.

Jackie A. Meck  
Notary Public

My Commission Expires: 5/16/2006





EXHIBIT A

(Legal Description of Land)



Legal Description  
Henry Park

Revised: August 22, 2005

May 20, 2005

Job No. 04-117

A portion of Section 26, Township 1 North, Range 3 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

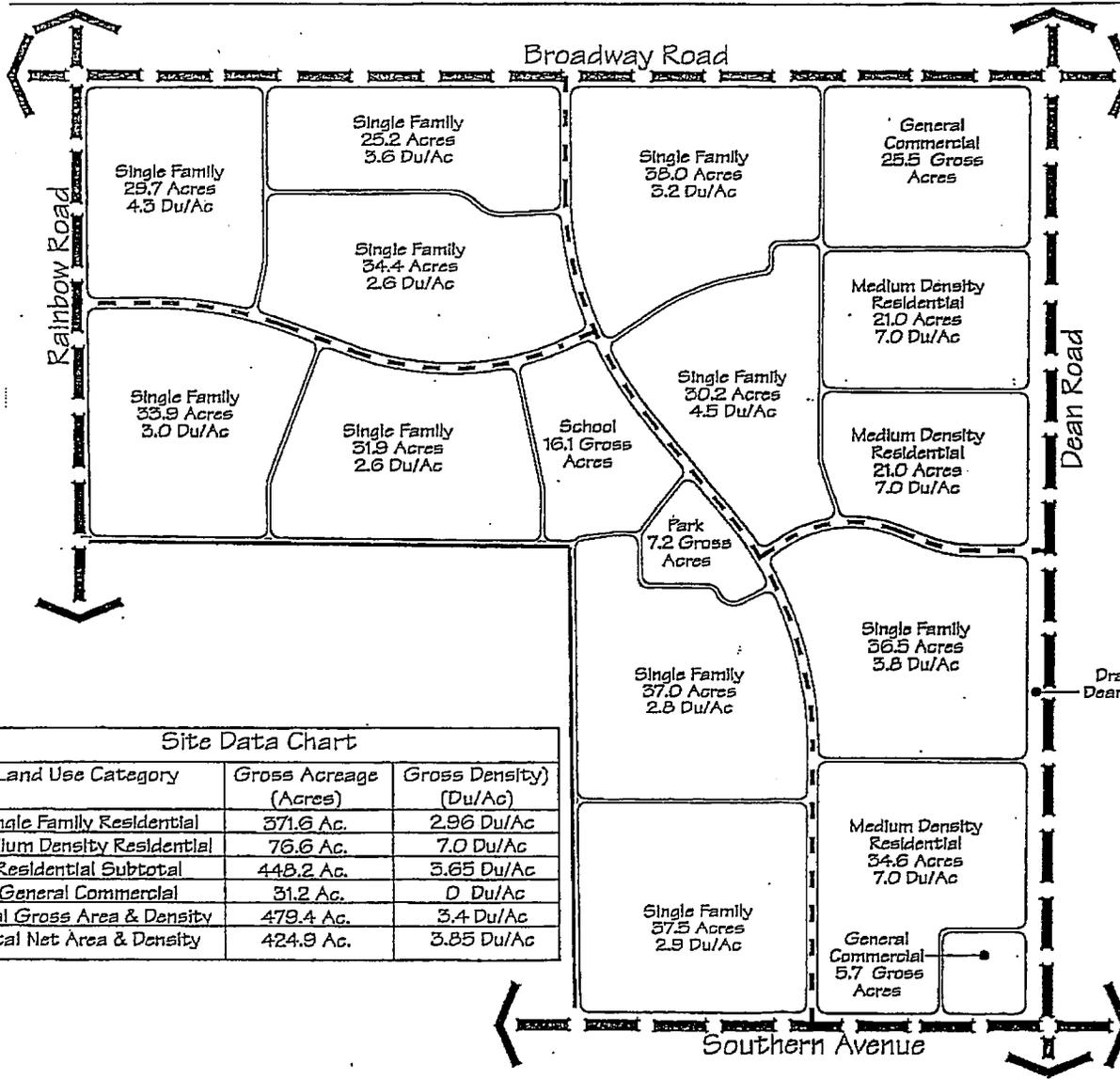
BEGINNING at a Maricopa County Aluminum Cap at the Northwest corner of said Section 26; thence N89°56'59"E (an assumed bearing), along the North line of the Northwest Quarter of said Section 26, for a distance of 2662.64 feet to a Maricopa County Aluminum Cap at the North Quarter corner of said Section 26; thence N89°56'58"E, along the North line of the Northeast Quarter of said Section 26, for a distance of 2676.23 feet to the Northeast corner of said Section 26; thence S00°18'15"W, along the East line of the Northeast Quarter of said Section 26, for a distance of 2646.52 feet to the East Quarter corner of said Section 26; thence S00°18'16"W, along the East line of the Southeast Quarter of said Section 26, for a distance of 2646.62 feet to the Southeast corner of said Section 26; thence N89°38'07"W, along the South line of the Southeast Quarter of said Section 26, for a distance of 2602.50 feet to the South Quarter corner of said Section 26; thence N00°29'46"W, along the North-South mid-section line of said Section 26, for a distance of 2654.96 feet to the Center of said Section 26; thence N89°27'38"W, along the East-West mid-section line of said Section 26, for a distance of 2664.12 feet to the West Quarter corner said Section 26; thence N00°28'17"W, along the West line of the Northwest Quarter of said Section 26, for a distance of 2591.94 feet to the POINT OF BEGINNING.

An area containing 479.44 acres, more or less.



EXHIBIT B

(Depiction of Land)



# Henry Park

Conceptual Land Use Plan

Prepared For:  
 Stardust Companies  
 6730 N. Scottsdale Road  
 Suite #250  
 Scottsdale, Arizona 85253  
 Phone 480.607.5800  
 Fax 480.607.5801

Prepared By:  
 Arizona Land Design  
 5202 East Oakhurst Way  
 Scottsdale, Arizona 85254  
 Phone: 480.951.6410  
 Fax: 480.315.8698  
 Contact:  
 Christine Taratsas, R.L.A.

Land Use Category	Gross Acreage (Acres)	Gross Density (Du/Ac)
Single Family Residential	371.6 Ac.	2.96 Du/Ac
Medium Density Residential	76.6 Ac.	7.0 Du/Ac
Residential Subtotal	448.2 Ac.	3.65 Du/Ac
General Commercial	31.2 Ac.	0 Du/Ac
Total Gross Area & Density	479.4 Ac.	3.4 Du/Ac
Total Net Area & Density	424.9 Ac.	3.85 Du/Ac

This plan is conceptual in nature and subject to change.



Job #05.02  
 Date: 05.25.05  
 Rev: 08.22.05

# Exhibit "C"

## Article 5: Property Development Standards

(\* Denotes a more restrictive requirement.)

TOWN DEVELOPMENT CODE	HENRY PARK CMP			
Section 7-5-10 Screening				
The height of any fence located between the principal structure and the rear or side property line shall not exceed six (6) feet.	Any perimeter theme wall located adjacent to arterial roadways shall be constructed to a height of six (6) feet.			
Section 7-5-12 Setbacks, Heights, Lots & Areas	* See also Section 7-7-6 SUBDIVISION DESIGN			
Rural Residential /PC Setbacks (Table 5-I): Front yard: 40' Rear yard: 40' Interior Side: 20' Street Side: 20'		Medium Density Residential	Medium/High Density Residential	
	Front Yard Setback	17', 19', 21'	10' (detached)	
	Front Yard Setback-Stagger	2' minimum		
	Front Yard Setback—Living Area/Garage Recessed	12' minimum		
	Front Yard Setback—Side Entry Garages	12' minimum		
	Property Line to Vertical Garage Door	17' minimum (= 22' to back of sidewalk)		
	Side Yard Interior Lot—Minimum		4' (detached)	
	Side Yard Corner Lot – Street Side		8' (detached)	
	Rear Yard Setback (1) (2)	23', 21', 19'	10' (detached)	
	Rear Yard Setback—Stagger	2' minimum		
	Notes: (1) In certain cases, flag lots may be designed. Flag lots shall be addressed during the preliminary plat process. (2) For Local, Collector and Arterial Streets (same due to landscape tracts).			
	Rural Residential /PC Minimum Building Separation (Table 5-J): 20'		Medium Density Residential	Medium/High Density Residential
Minimum Distance Between Buildings			8' (attached) (1)	
(1) Parcel area. The entire parcel is considered as one. The parcel is not lotted. Each parcel may contain multiple buildings and each building may include multiple dwelling units. The dwelling units will be attached with 0-foot separation, but each separate multi-unit building will be separated from other structures on the same parcel.				
Rural Residential /PC Maximum Building Height (Table 5-J): 30'		Medium Density Residential	Medium/High Density Residential	
	Maximum Building Height	32'	36' (3 stories) – attached 30' (2 stories) – detached	
Rural Residential /PC Minimum Lot Width (Table 5-K): 100'		Medium Density Residential	Medium/High Density Residential	
	Minimum Lot Width—Interior Lot		30'	
Not more than 5% of the lots within a Lot Category may be smaller than the				

# Exhibit "C"

	Minimum Lot Size for that Lot Category to accommodate engineering requirements at the time of platting. Minimum lot widths will be measured at the front setback line.		
Rural Residential /PC Maximum Lot Coverage (Table 5-K): 20%		Medium Density Residential	Medium/High Density Residential
	Maximum Lot Coverage— Primary Structure	50%	70%
	Maximum Lot Coverage— Primary Structure with Patios/Shade Structures	55%	
Rural Residential /PC Minimum Lot Area: (Table 5-L)		Medium Density Residential	Medium/High Density Residential
	Minimum Lot Area	5,750 sf (50'x115') 6,670 sf (58'x115') 8,400 sf (70'x120') 10,000 sf (80'x125')	2,100 sf **
	** (43,560/20 du)		
<b>Section 7-5-16 Public Area Improvements</b>			
Urban Street Standards (Table 5-N):	Street Cross-Sections		
Min ROW    Min Pavemnt	Min ROW	Min Pavement	
Local            50            32	Collector (Full ROW)	70	48
Subcollector    60            40	Major Arterial ½ ROW	65	44
Collector        80            50	Minor Arterial ½ ROW	55	32
Minor Arterial 110            76			
Major Arterial 130            104			
Urban lanes and bike lanes shall be provided on arterials.			
<b>Article 7: Land Subdivision</b> (* Denotes a more restrictive requirement.)			
<b>TOWN DEVELOPMENT CODE</b>	<b>HENRY PARK CMP</b>		
<b>Section 7-7-6 Subdivision Design</b>			
No more than fifty (50%) percent of the total lot yield shall have lot widths between fifty (50) and fifty-nine (59) feet.	For this project, 56% of the Henry Park lots are less than 60'. However, the average lot width, assuming a depth of 120', is 62.38 feet. The balance of the lots are 70' and 80' wide – not 60' wide. We believe adding 80' wide lots results in a better lot mix and neighborhood. So while we are proposing a slightly higher percentage of lots less than 60' (56%), we are also providing for more than 30% of the lots greater than 60' wide at 44%.		
Parcels that are eighty (80) acres and larger in size shall provide no less than thirty (30%) of the total lot yield at sixty (60) feet in width or greater and no less than twenty (20%) of the total lot yield at seventy (70) feet in width or greater.	*For this project, 56% of the Henry Park lots are less than 60'. However, the average lot width, assuming a depth of 120', is 62.38 feet. The balance of the lots are 70' and 80' wide – not 60' wide. We believe adding 80' wide lots results in a better lot mix and neighborhood. So while we are proposing a slightly higher percentage of lots less than 60' (56%), we are also providing for more than 30% of the lots greater than 60' wide at 44%.		
	<b>Subdivision design standards are repeated here due to the organization of the Development Code. These standards are also reflected in Section 7-5-12 Setbacks, Heights, Lots &amp; Areas.</b>		
Minimum interior side yard setbacks shall be five (5) feet and eight (8) feet – thirteen (13) feet aggregate.		Medium Density Residential	Medium/High Density Residential
	Side Yard Interior Lot— Minimum		4' (detached)
	(1) Mechanical equipment shall be allowed in the side yard setbacks provided that it is not within 5' of the property line		
Corner side yard setbacks that are adjacent to local streets shall be a		Medium Density Residential	Medium/High Density Residential

# Exhibit "C"

minimum of thirteen (13) feet from the property line; twenty (20) feet adjacent to collector and arterial streets.		Residential	Residential
	Side Yard Corner Lot – Minimum.	5' for 50's, 58's & 70's 10' for 80's	
	Side Yard Corner Lot – Street Side	13' for 50's & 58's 15' for 70's & 80's	8' (detached)
	Side Yard Corner Lot – Aggregate	18' for 50's & 58's 20' for 70's 25' for 80's	
(1) Mechanical equipment shall be allowed in the side yard setbacks provided that it is not within 5' of the property line			
Rear yard setbacks on all lots that back up to arterial streets, railroads, canals, electrical transmission easements, or commercial or industrial districts shall be a minimum of thirty (30) feet unless a minimum ten (10) foot landscape tract measured from the right-of-way line to the perimeter wall, is provided.		Medium Density Residential	Medium/High Density Residential
	Rear Yard Setback (1) (2)	23', 21', 19'	10'
	Rear Yard Setback—Stagger	2' minimum	
(1) In certain cases, flag lots may be designed. Flag lots shall be addressed during the preliminary plat process. (2) For Local, Collector and Arterial Streets (same due to landscape tracts).			
The space in any required yard shall be open and unobstructed, except for the ordinary projections of chimney flues, outside stairways and balconies, open lattice and other architectural features, provided such features shall not project further than three (3) feet into any required yard.	Non-structural architectural features such as fireplaces, bay windows and pop-outs cannot be within 5' of the property line.		
Home builders shall stagger front yard setbacks by three (3) feet with no more than two homes in a row with the same front yard setback. Minimum front yard setbacks, as measured from the property line, shall be eighteen (18) feet. Rear yard setbacks shall not be affected by the front yard setback stagger.		Medium Density Residential	Medium/High Density Residential
	Front Yard Setback	17', 19', 21'	10' (detached)
	Front Yard Setback—Stagger	2' minimum	
	Front Yard Setback—Living Area/Garage Recessed	12' minimum	
	Front Yard Setback—Side Entry Garages	12' minimum	
	Property Line to Vertical Garage Door	17' minimum (=22' back of sidewalk)	
Double frontage, reversed frontage, flag, or other odd shaped lots are to be avoided.	In certain cases, flag lots may be designed. Flag lots shall be addressed during the preliminary plat process.		
Developers shall provide an eight (8) foot landscape tract adjacent to roadways when the side or rear yard of a lot abuts the public right-of-way for the purposes of siting public utilities.		Medium Density Residential	Medium/High Density Residential
	Side Yard Corner Lot – Street Side	13' for 50's & 58's 15' for 70's & 80's	8' (detached)
	Rear Yard Setback (1) (2)	23', 21', 19'	
	Rear Yard Setback—Stagger	2' minimum	
(1) In certain cases, flag lots may be designed. Flag lots shall be addressed during the preliminary plat process. (2) For Local, Collector and Arterial Streets (same due to landscape tracts). (3) Landscape tracts for collector streets shall be ten (10) feet in width. (4) Landscape tracts for arterial streets shall be twenty (20) feet in width.			
<b>In addition to the Development Code:</b>			
	Medium/High Density Residential Attached	Medium/High Density Residential Detached	

# Exhibit "C"

	Perimeter Building Setback for Parcel	10' adjacent to a local or collector road, open space, commercial or multi-family residential; 15' adjacent to an arterial road; 20' adjacent to single family residential	NA
	Parking Spaces Per Dwelling Unit	*2.2 minimum	*2.2 minimum
	Landscaping of Total Gross Area	15% minimum	15% minimum
<b>Section 7-7-7 Engineering &amp; Construction Plans</b>			
	<p><b><i>In addition to the Development Code:</i></b></p> <ol style="list-style-type: none"> <li>1. At-Risk Grading Permit: Issuance of an at risk grading permit is permitted prior to final plat recordation at the discretion of the Town Engineer.</li> </ol>		

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## EXHIBIT D

### DISPUTE RESOLUTION/REMEDIES

- A. The dispute resolution process ("*Process*") and remedies set forth herein shall not apply to an action by the Town to condemn or acquire by inverse condemnation all or any portion of the Property, and in the event of any such action by the Town, Owner and Developer shall have all rights and remedies available at law or in equity.
- B. If an event of default is not cured within the Cure Period, as defined at Section 19 of this Agreement, the non-defaulting party may institute the Process, pursuant to Paragraph C below.
- C. Any controversy or claim subject to the Process shall be settled by an arbitration administered by the American Arbitration Association ("*AAA*") in accordance with its Commercial Arbitration Rules ("*Rules*") (except that the terms of this Agreement and this Exhibit shall control over conflicting rules), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- D. The dispute shall be heard by a single arbitrator from a panel of qualified arbitrators located within the Phoenix metropolitan area.
- E. The place of arbitration shall be Phoenix, Arizona.
- F. The parties agree that the remedies available for the award by the arbitrator shall be limited to specific performance and declaratory relief and that under no circumstances shall the arbitrator issue an award of monetary damages, whether characterized as actual, consequential or otherwise, provided, however, the arbitrator may award the payment of an amount owed, or enjoin the withholding of amounts due, pursuant to Sections 7, 10 and 11(b) of this Agreement.
- G. The parties have structured this Process with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this Process. The hearing of any dispute shall be expedited and will commence as soon as practicable, but no later than forty-five (45) days after selection of the arbitrator. This deadline can be extended only with the consent of both parties to the dispute, or by decision of the arbitrator upon a showing of emergency circumstances.
- H. The arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that the disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse.

- I. In order to effectuate the parties' goals, the hearing, once commenced, will proceed from business day to business day until concluded, absent a showing of good cause.
- J. The arbitrator shall, within thirty (30) days from the conclusion of the hearing, issue the award.
- K. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties, and may award attorneys' fees to either party.
- L. The award of the arbitrator shall be accompanied by a reasoned opinion.
- M. The award of the arbitrator shall be final and binding. Except as otherwise provided in this Agreement, this Exhibit and the Commercial Arbitration Rules of the AAA, the Process shall be subject to the provisions of the Arizona Arbitration Act (A.R.S. §§ 12-1501--1518). In the event a party seeks confirmation of an award, or if there is a failure to abide by any award, either party may seek any remedy at law or equity for failure to comply with the award, but in no event shall the award be reviewed *de novo* or consequential monetary damages be ordered by the court.

**REVIEWED AND APPROVED:**

**Sponsor: Watson Road Community Facilities District,  
a political subdivision of the State of Arizona**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CHI Construction Company, an Arizona Company**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_