

AMENDED AND RESTATED
SUNSTONE PARKS AGREEMENT

THIS AMENDED AND RESTATED SUNSTONE PARKS AGREEMENT (the "Parks Agreement") is made this 7th day of August 2019, by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and SC EAST LANDCO, LLC, a Delaware limited liability company ("Master Developer"). The City and Master Developer are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. City and Master Developer are parties to, and desire to amend and restate, that certain Eastland Parks Agreement dated Jan 16, 2019 (the "Original Parks Agreement"), which was entered into in connection with, and was recorded as instrument number [●] and recorded as an exhibit to, that certain Development Agreement for Eastland Master Planned Community effective January 16, 2019 and recorded as instrument number [●], now referred to as Sunstone Master Planned Community, (the "Development Agreement"), with respect to that certain six hundred twenty-nine (629) gross acres of real property and the improvements constructed or to be constructed thereon identified therein as the "Community".
- B. The current owners of certain land described in Exhibit A attached hereto ("SUNSTONE") within the corporate boundaries of the City are Eastland, LLC, a Delaware limited liability company ("Eastland"); Northland, LLC, a Delaware limited liability company ("Northland"); and East of 95, LLC, a Delaware limited liability company ("East 95"). Eastland, Northland and East 95, and their successors and assigns, may be collectively referred to as "Owner". SC EAST LANDCO, LLC has been appointed as the attorney-in-fact to Owner and as Master Developer of SUNSTONE.
- C. Master Developer has, concurrently with the execution of this Parks Agreement entered into (i) that certain Amended and Restated SUNSTONE Development Agreement with the City (the "SUNSTONE Development Agreement"), which amended, restated and superseded the Development Agreement.
- D. The Development Agreement contemplates that Master Developer will construct parks and other recreational amenities within SUNSTONE as a condition to the City's approval of the development project.
- E. Pursuant to Chapter 4.24 of the Municipal Code of the City (the "Code"), a residential construction tax is payable prior to the issuance of a building permit for the construction of a residential dwelling unit.
- F. Pursuant to Section 4.24.140 of the Code, the residential construction tax may be waived for a project upon the developer's execution of an agreement with the City requiring the developer to construct park facilities ("Qualified Parks") in lieu of paying the tax.
- G. Pursuant to Section 4.24.100(A) of the Code, a developer may establish an association for the common ownership and maintenance of a developed park site that is designed for, and dedicated exclusively to recreation in such development. Pursuant to Section 4 of the Development Agreement, Master Developer has agreed to organize a Master Homeowners Association (the "Master HOA") that will maintain certain parks and common areas.

- H. The Parties wish to enter into this Parks Agreement: (i) to establish the amount and nature of the parks and recreational facilities to be constructed by Master Developer as part of its obligations with respect to the development of SUNSTONE, (ii) to waive the residential construction tax, (iii) to set forth the ownership and maintenance of the Qualified Parks by the City and Master HOA, (iv) to establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, and (v) for other purposes as set forth below. The Parties intend that this Parks Agreement be a covenant running with the land with respect to any Qualified Parks.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks. This Parks Agreement shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties and their respective successors in interest.

1. Designation of Park Acreage. Master Developer agrees to design and construct, at Master Developer's sole cost and expense, all of those parks, trails open spaces and other recreational areas depicted on Exhibit B attached hereto. Each of the park areas is hereinafter referred to by the name designation indicated on Exhibit B. All parks and their recreational amenities shall be conveyed to the Master HOA.
2. Required Facilities of Parks. Master Developer agrees that each of the Qualified Parks shall, at a minimum, contain those amenities and features described on the Conceptual Plans attached as Exhibit C hereto (the "Required Facilities"). Master Developer and City agree that all parking and street landscaping are subject to the approval of the City Planning Department. City agrees that Master Developer shall have discretion with respect to any other amenities or features that are to be placed within the parks in addition to the Required Facilities and that City shall not unreasonably withhold or delay its approval of any conceptual plan for a park that contains all of the Required Facilities.
3. Design of Parks. Prior to construction of each park, Master Developer shall meet with the City staff to discuss park amenity programming and shall submit to the City a final conceptual plan for such park showing the Required Facilities shown on Exhibit C and any additional proposed amenities and features of the park for City's review. The final conceptual plans may vary from the conceptual layouts included in Exhibit C. However, approval of a final conceptual plan that conforms to the layouts in Exhibit C shall not be unreasonably withheld by the City. Following acceptance by the City of the final conceptual plan, Master Developer shall proceed to design the park in accordance with the standards set forth in the Sunstone Design Guidelines. Where the design of a Required Facility is not contained in the standards of the Sunstone Design Guidelines, the Required Facility shall be designed in accordance with the City of Las Vegas Design Standards for Parks, Trails, Buildings and Parking Facilities in effect at the time of issuance of the permit for the particular development activity (Exhibit D). City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the approved final conceptual plan, the Sunstone Design Guidelines, Exhibit D, this Parks Agreement, and the provisions of the Building Codes relating generally to construction of improvements within the City.
4. Construction of Parks. Following approval of the drawings and specifications for each park Master Developer shall promptly proceed with construction thereof and diligently pursue completion of each park in accordance with the schedule set forth in Section 5.
5. Completion Schedule. Master Developer agrees that it will adhere to the following schedule for design and construction of Parks.

- A) For purposes of this Parks Agreement, SUNSTONE comprises several "Park Areas," each of which has associated parks and other amenities within its boundaries. Park Areas 1, 2 and 3 are located within Sunstone.
- B) Master Developer has submitted with this Agreement or will submit to the City for its review a conceptual plan of each individual park located within Park Areas 1, 2 and 3 prior to the issuance of the first (1st) permit that exceeds the Park Construction Trigger shown on Exhibit B for the construction of dwelling units within such individual Park Area. City will notify the Master Developer when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each individual Park Area. Master Developer shall submit final conceptual plans upon notification by the City when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each individual Park Area
- C) Master Developer shall prepare ninety (90) percent construction drawings and specifications for each individual park and submit them to the City for its review within one hundred eighty (180) calendar days following the City's approval of the final conceptual plans for such individual park. Master Developer shall subsequently submit one hundred (100) percent construction drawings and specifications within ninety (90) days of completion of the City's review of the ninety (90) percent construction drawings and specifications.
- D) Master Developer shall commence construction of each individual park located within a Park Area located within SUNSTONE within the timeframe described below. Master Developer shall complete each such individual park within eighteen (18) months of the start of construction.
- E) PARK 1
- a. South Park
 - b. 3.5 acres
 - c. Commence construction prior to the issuance of the later of the five hundred sixty-fifth (565th) building permit for a residential dwelling unit in Park Area 1 or issuance of the certificate of acceptance for the Las Vegas Valley Water District's Rome Water Facility. If certificate of acceptance for the Las Vegas Valley Water District's Rome Water Facility has not been issued by the 565th building permit in Park Area 1, Master Developer agrees to secure a bond for the construction of Park 1 until Park 1 is substantially complete.
- F) PARK 2
- a. North Park
 - b. 3.5 acres
 - c. Commence construction prior to the issuance of the later of the three hundred seventeenth (317th) building permit for a residential dwelling unit in Park Area 2 or issuance of the certificate of acceptance for the Las Vegas Valley Water District's Rome Water Facility. If certificate of acceptance for the Las Vegas Valley Water District's Rome Water Facility has not been issued by the 317th building permit in Park Area 2, Master Developer agrees to secure a bond for the construction of Park 2 until Park 2 is substantially complete.
- G) PARK 3

- a. AQ Park
- b. 6.8 acres
- c. Commence construction prior to the issuance of the five hundredth (500th) building permit for a residential dwelling unit in Park Area 3

H) PARK 4

- a. North Trail
- b. 4.1 acres
- c. Commence construction prior to the issuance of the three hundredth (300th) building permit for a residential dwelling unit in Park Area 1

I) PARK 5

- a. South Trail
- b. 2.4 acres
- c. Commence construction prior to the issuance of the three hundredth (300th) building permit for a residential dwelling unit in Park Area 2

J) PARK 6

- a. Moccassin Trail (East)
- b. 3.5 acres
- c. Commence construction prior to the issuance of the five hundredth (500th) building permit for a residential dwelling unit in Park Area 2

K) PARK 7

- a. Moccasin Trail (West)
- b. 3.6 acres
- c. Commence construction prior to the issuance of the seven hundred fiftieth (750th) building permit for a residential dwelling unit in Park Area 3

6. Active Adult Parks. An Active Adult development is contemplated within the Community. The developer for the Active Adult Parcels will be required to submit a major modification application pursuant to Section 3.05 of the Development Agreement with a conceptual park plan for the AQ PARK prior to developing the Active Adult Community. At the time of the submittal of the major modification application, the developer shall submit a conceptual park plan to establish the parcel configuration. A subsequent site development plan review will be submitted in accordance with the provisions of Section 3 of the Parks Agreement.
7. Public's Right to Use of Qualified Parks. Master Developer agrees that the Qualified Parks, except the AQ Park, will be available for use by the general public on a non-discriminatory basis. Master Developer shall ensure that a land use restriction creating nondiscriminatory access and use

rights for the public to and over such Qualified Park is recorded against the park parcel in the Official Records of Clark County, and shall provide a verified copy thereof (with the recording information set forth thereon) to the City. In the event of any failure to record such restriction, the Master HOA shall record such restriction and provide such copy to the City upon receiving such Qualified Park from Developer. Each Qualified Park shall be conveyed by Master Developer to the Master HOA within sixty (60) days of final completion and accepted as a "Park" to be maintained by the Master HOA pursuant to a declaration that meets the requirements of NRS Chapter 116.

8. Maintenance Obligations. The Master HOA will assume and accept the Master HOA's duty pursuant to the Declaration to maintain the Qualified Parks (the "HOA Parks") within thirty (30) days of completion. The Master HOA shall maintain the Qualified Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit E takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City with respect to the Qualified Parks pursuant to NRS 278.4789.
9. Rules and Regulations. The Master HOA shall have the right to establish rules and regulations for use of the HOA Parks that it has accepted. However, all rules and regulations must apply equally to members of the Master HOA and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Master HOA. The Parties acknowledge and agree that portions of certain HOA Parks may be reserved for the private use of Members of the Master HOA and guests of the Master HOA.
10. Amendment of the Declaration. Neither Master Developer nor the Master HOA shall (i) amend any provision of the Declaration affecting the Qualified Parks in a manner that violates any term or provision of this Parks Agreement, without obtaining the prior written consent of the City, or (ii) take any action pursuant to any provision of the Declaration or otherwise to change an active recreational area or facility to a use or character that does not permit active recreational use.
11. Damage and Restoration. In the event of damage to or destruction of the HOA Parks, the Master HOA shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, as well as the Declaration and this Parks Agreement.
12. Construction of Qualified Parks. Master Developer shall, at Master Developer's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Qualified Parks, give all necessary notices and pay all fees and taxes required by law.
13. Park Contribution Payment. Master Developer agrees to contribute two hundred fifty thousand dollars (\$250,000) to the design and construction of the Northwest Regional Park (the "Park Contribution Payment"). Master Developer shall pay the Park Contribution Payment to City within thirty (30) days after recordation of the Sunstone Development Agreement
14. Waiver of Residential Construction Tax. In consideration of Master Developer's agreement to construct all of the Qualified Parks identified in this Parks Agreement and to make the Park Contribution Payment, City hereby waives the residential construction tax for all the residences constructed in SUNSTONE up to the maximum number of residential units permitted by the Development Agreement and, except as indicated in Section 5(D) herein, further waives the requirement for security for the estimated cost of construction.
15. Use of Flood Control Facilities. City will allow Master Developer to construct open space, parks, trails and other recreational amenities within drainage corridors, drainage channels, and flood plains (for purposes of this Section only these terms may otherwise be defined as "Flood Facilities") so long as

the Flood Facilities meet the minimum design and construction standards of City and the Clark County Regional Flood Control District. Master Developer shall be responsible for the replacement and/or repair of the open space, parks, trails and other recreation amenities within such Flood Facilities, if and when damaged or destroyed by water until such time as Master Developer shall convey the facilities to the Master HOA. This provision shall survive any termination or expiration of this Parks Agreement.

16. Enforcement and Remedies.

- (a) General. If any Party defaults in the performance of any obligation under this Parks Agreement, and if such default remains uncured thirty (30) days after written notice from the other Party ("Nondefaulting Party"), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within ten (10) days of written demand, for the cost thereof. The failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Parks Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Parks Agreement.
- (b) Withholding of Residential Permits. If Master Developer fails to cure any default of its obligations described in Section 5, the City Council may, after a hearing, withhold the issuance of residential dwelling unit permits within SUNSTONE. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.
- (c) Remedies Cumulative. Each Party to this Parks Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

17. Miscellaneous.

- (a) Assignment. Master Developer may assign all of its rights and obligations under this Parks Agreement in conjunction with assignment to a successor Master Developer contemplated under Section 11 of the Development Agreement. Posting of a performance bond by a successor Master Developer shall not be required by the City so long as successor Master Developer assumes all Master Developer obligations in the Development Agreement, including the obligations in this Parks Agreement. If Master Developer (or successor Master Developer) desires to assign all or part of its rights and obligations under this Parks Agreement to anyone other than a successor Master Developer (or new successor Master Developer), the Parks Agreement Assignee shall assume the assigned rights and obligations, and the City shall not unreasonably withhold approval of such assignment. However, prior to the City's approval of such assignment to a Parks Agreement Assignee, Parks Agreement Assignee's performance shall be secured by a performance bond in the amount and form, and from a surety, agreed to by the City. The performance bond shall name the City and Master HOA as joint Obligees until such time that all outstanding obligations assumed by the Parks Agreement Assignee are complete and the parks are conveyed to the Master HOA. The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City, which shall not be unreasonably withheld.
- (b) Notices. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be

notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

- (c) Interpretation. The captions of the various provisions of this Parks Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Agreement shall be construed in accordance with the laws of the State of Nevada. This Parks Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Parks Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.
- (d) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Agreement sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Parks Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Agreement. Each such person fully understands and acknowledges that this Parks Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.
- (e) Recordation. This Parks Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.
- (f) Duration and Amendment. This Parks Agreement shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Parks Agreement is recorded. This Parks Agreement may be amended at any time by recording an amendment executed by Master Developer, the City, and the Master HOA.
- (g) No Third Party Beneficiaries. This Parks Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Designated Builders within SUNSTONE.
- (h) Counterparts. This Parks Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Parks Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Parks Agreement by

such Party as if the Party had delivered an actual physical original of this Parks Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO THE SUNSTONE PARKS AGREEMENT

SC EAST LANDCO, LLC

By: _____

Print Name: _____

Title: _____

STATE OF NEVADA }
 } ss.
COUNTY OF CLARK }

On the ____ day of _____, 2019, before me, the undersigned, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

CITY OF LAS VEGAS, NEVADA

By: _____

Print Name: Carolyn Goodman

Title: Mayor

ATTEST:

LuAnn Holmes, City Clerk

Approved as to Form:

Deputy City Attorney

SIGNATURE PAGE TO THE SUNSTONE PARKS AGREEMENT

SC EAST LANDCO, LLC

By: 


Print Name: ROBERT JOHNSON

Title: AUTHORIZED AGENT

STATE OF NEVADA }
COUNTY OF CLARK } ss.


On the 24 day of JULY, 2019, before me, the undersigned, personally appeared ROBERT JOHNSON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said State



CITY OF LAS VEGAS, NEVADA

By: 


Print Name: Carolyn Goodman

Title: Mayor

ATTEST:


Stacey L. Campbell
City Clerk

Approved as to Form:


Seth T. Floyd
Deputy City Attorney

8/5/19

EXHIBITS

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Parks Exhibit with Construction Triggers
<u>Exhibit C</u>	Conceptual Plans with Required Facilities
<u>Exhibit D</u>	City Design Standards for Parks, Trails, Building, and Parking Facilities
<u>Exhibit E</u>	Maintenance Plan

PARKS AGREEMENT

EXHIBIT A

PARKS DESCRIPTION

EXHIBIT A

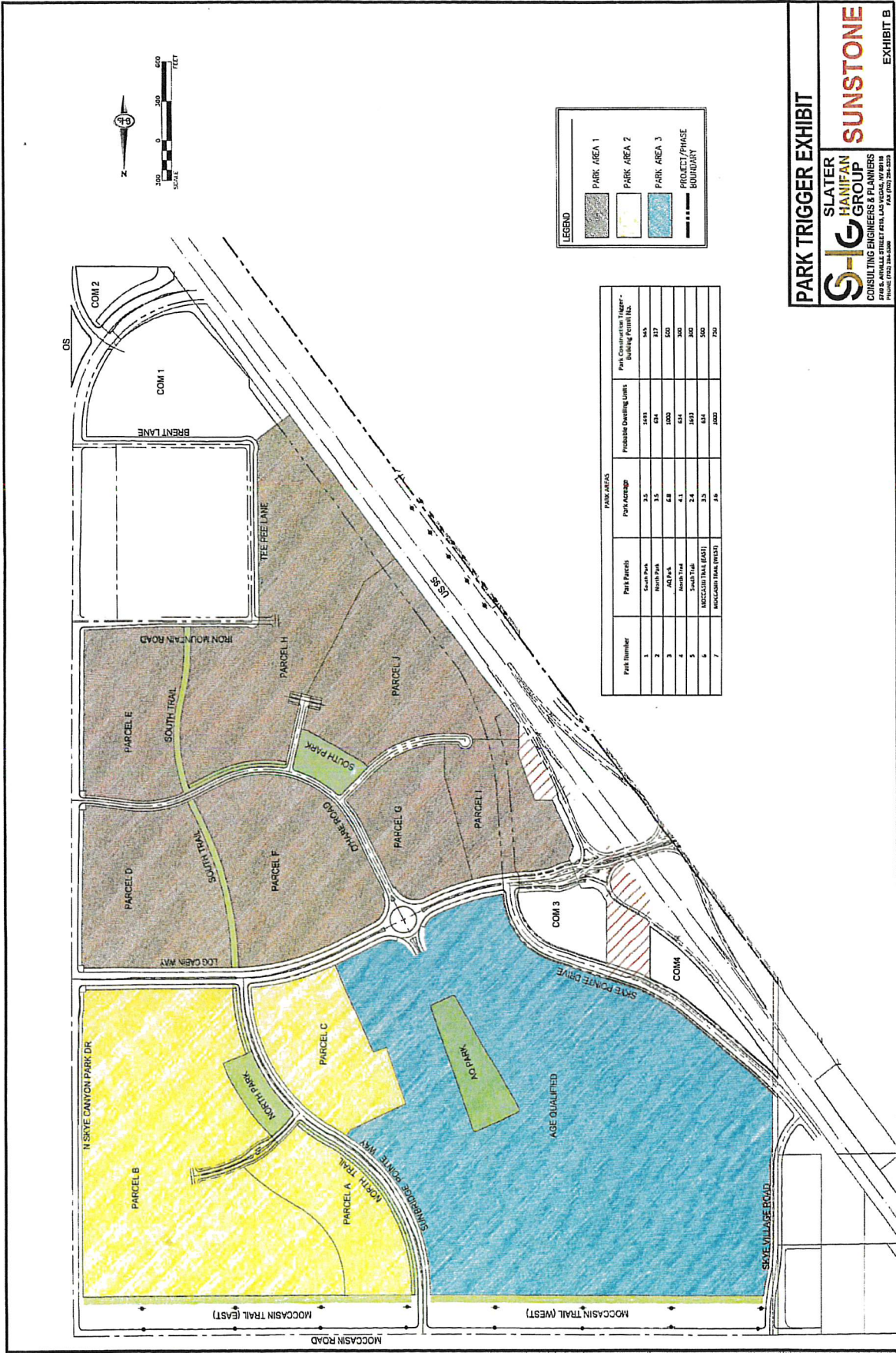
Sunstone Development Agreement Property Description

Assessor's Parcel Number	Acres
125-06-501-001	310.95
125-06-101-001	5
125-06-301-002	3.12
125-06-701-001	238.14
125-06-401-006	0.46
125-07-501-005	29.78
125-07-602-001	3.19
125-07-602-005	31.12
125-07-101-004	0.13
125-07-602-004	5.02
125-07-602-003	1.55
<u>628.46</u>	<u>APN Acreage</u>

PARKS AGREEMENT

EXHIBIT B

PARKS EXHIBIT WITH CONSTRUCTION TRIGGERS



PARK TRIGGER EXHIBIT

SLATER HANIFAN GROUP

SUNSTONE

CONSULTING ENGINEERS & PLANNERS

2701 S. AVENUE STREET, SUITE 100, LAS VEGAS, NV 89118

PHONE (702) 244-4300 FAX (702) 244-4329

EXHIBIT B



S-I-G SLATER
HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118

SUNSTONE

PARKS AGREEMENT

EXHIBIT C

CONCEPTUAL PLANS WITH REQUIRED FACILITIES

KEYNOTES:

- 1 4' WIDE GRANITE TRAIL
- 2 8' WIDE CONCRETE SIDEWALK
- 3 6' WIDE CONCRETE SIDEWALK
- 4 9 SPACE PARKING LOT
- 5 16' X18' TRAIL HEAD RAMADA
- 6 RESTROOM FACILITY WITH FILTERED SHADE STRUCTURE
- 7 2-5 YEAR & 5-12 YEAR PLAY STRUCTURES WITH CANVAS SHADE STRUCTURES
- 8 20' X 25' FILTERED SHADE RAMADA WITH BBQ GRILLS & PICNIC TABLES
- 9 FORMALIZED GRID OF CANOPY SHADE TREES
- 10 AVID TRAILS FITNESS STATION
- 11 COMMUNITY TRAIL REST & RECHARGE STATION
- 12 TURF ACTIVE PLAY FIELDS
- 13 PARK BENCH
- 14 ELEVATED LOOKOUT TRAIL



KEYNOTES:

- 1 4' WIDE GRANITE TRAIL
- 2 8' WIDE CONCRETE SIDEWALK
- 3 20'X 25' FILTERED SHADE RAMADA WITH BBQ GRILLS & PICNIC TABLES
- 4 6' WIDE CONCRETE SIDEWALK
- 5 21 SPACE PARKING LOT
- 6 15' X 16' TRAIL HEAD RAMADA
- 7 RESTROOM FACILITY WITH FILTERED SHADE STRUCTURE
- 8 BIKE RACK
- 9 2-5 YEAR & 5-12 YEAR PLAY STRUCTURES WITH CANVAS SHADE STRUCTURES
- 10 20'X 25' FILTERED SHADE RAMADA WITH BBQ GRILLS & PICNIC TABLES
- 11 6' WIDE CONCRETE SIDEWALK
- 12 21 SPACE PARKING LOT
- 13 15' X 16' TRAIL HEAD RAMADA
- 14 RESTROOM FACILITY WITH FILTERED SHADE STRUCTURE
- 15 BIKE RACK
- 16 2-5 YEAR & 5-12 YEAR PLAY STRUCTURES WITH CANVAS SHADE STRUCTURES
- 17 LANDSCAPE BUFFER ZONE

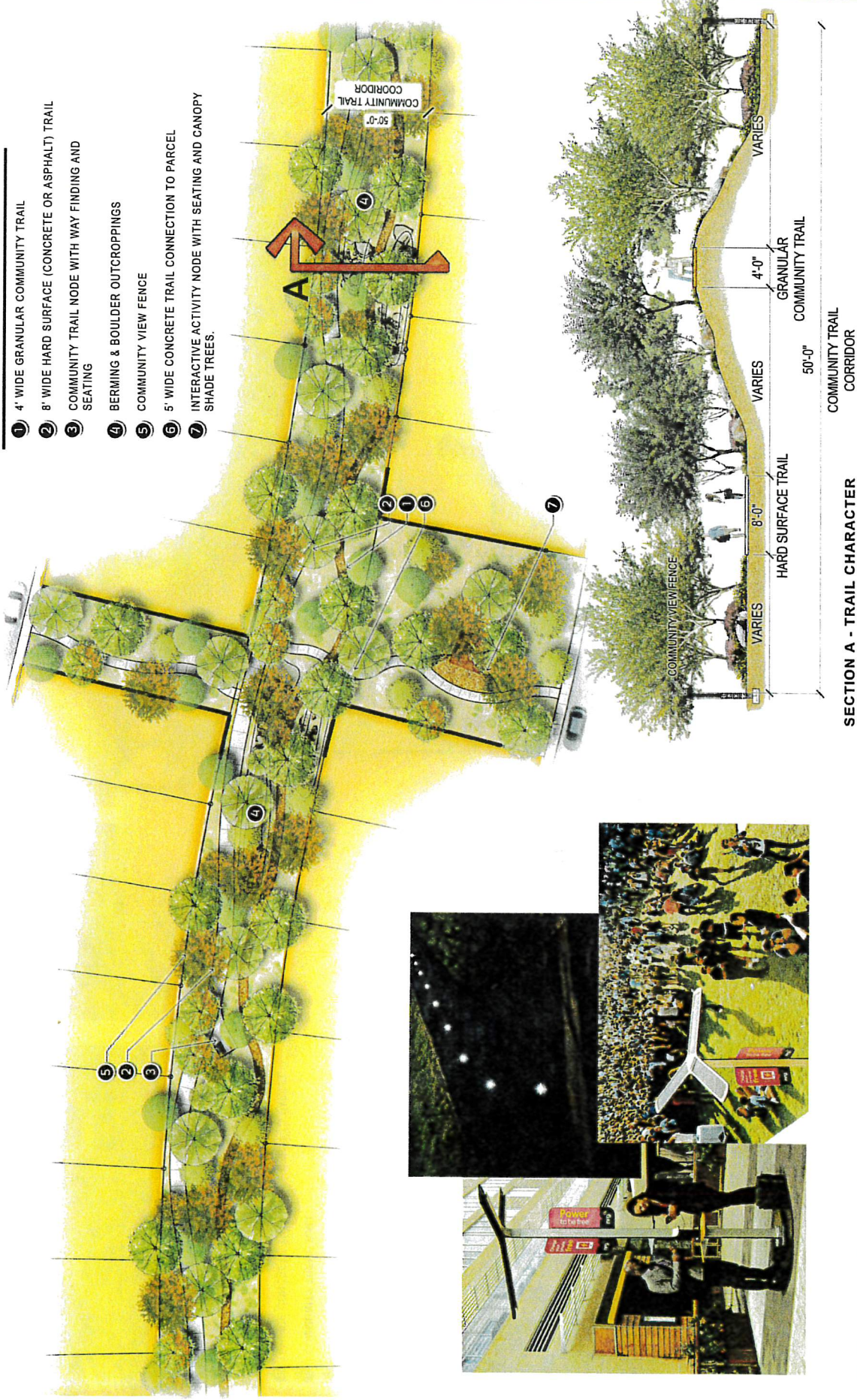
PARCEL F

OHARE ROAD



KEYNOTES:

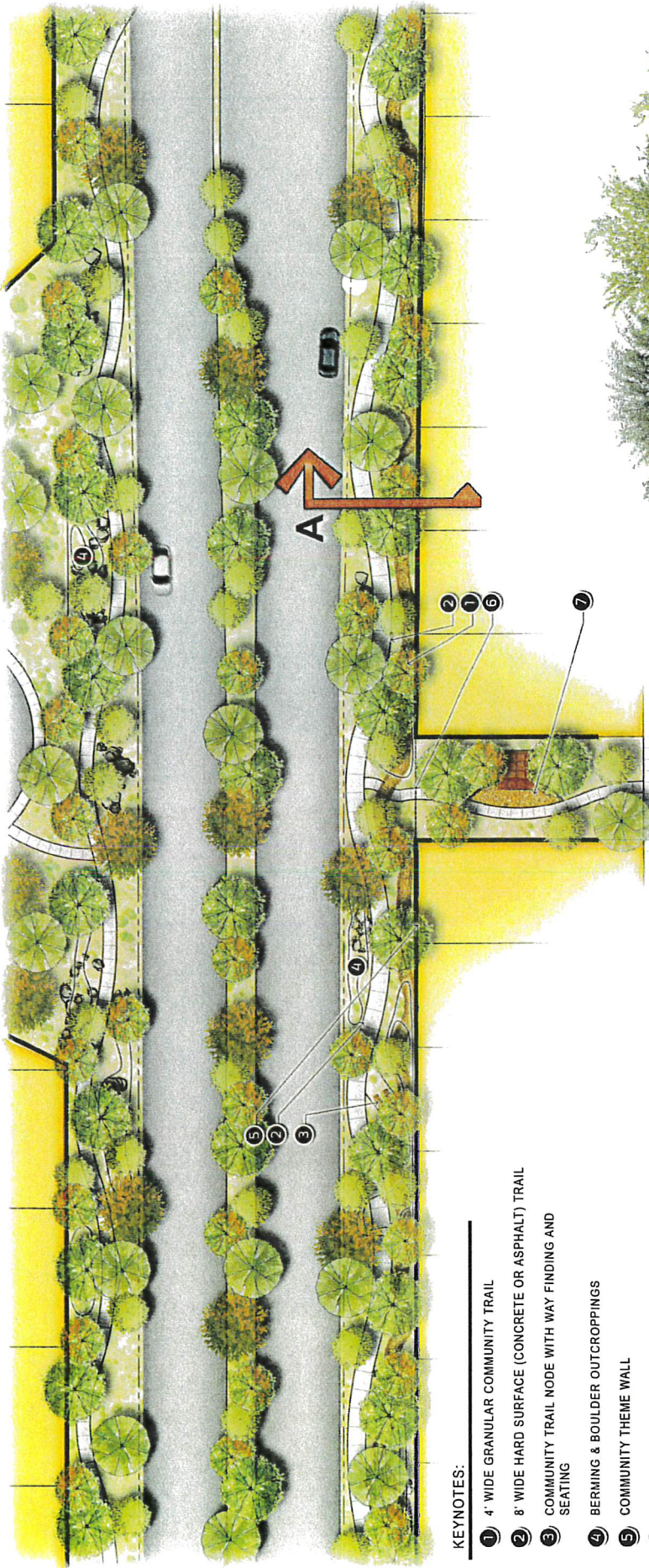
- ① 4' WIDE GRANULAR COMMUNITY TRAIL
- ② 8' WIDE HARD SURFACE (CONCRETE OR ASPHALT) TRAIL
- ③ COMMUNITY TRAIL NODE WITH WAY FINDING AND SEATING
- ④ BERMING & BOULDER OUTCROPPINGS
- ⑤ COMMUNITY VIEW FENCE
- ⑥ 5' WIDE CONCRETE TRAIL CONNECTION TO PARCEL
- ⑦ INTERACTIVE ACTIVITY NODE WITH SEATING AND CANOPY SHADE TREES.



SECTION A - TRAIL CHARACTER

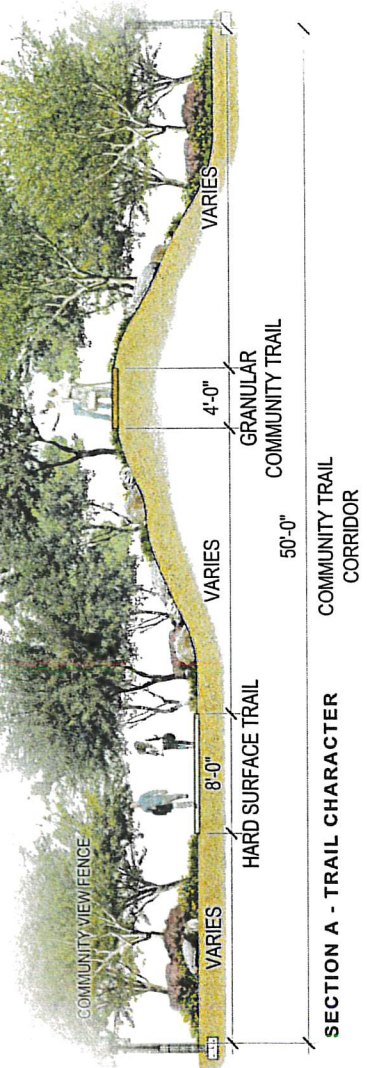
COMMUNITY TRAIL
CORRIDOR





KEYNOTES:

- ① 4' WIDE GRANULAR COMMUNITY TRAIL
- ② 8' WIDE HARD SURFACE (CONCRETE OR ASPHALT) TRAIL
- ③ COMMUNITY TRAIL NODE WITH WAY FINDING AND SEATING
- ④ BERMING & BOULDER OUTCROPPINGS
- ⑤ COMMUNITY THEME WALL
- ⑥ 5' WIDE CONCRETE TRAIL CONNECTION TO PARCEL
- ⑦ INTERACTIVE ACTIVITY NODE WITH SEATING AND CANOPY SHADE TREES.



SECTION A - TRAIL CHARACTER

COMMUNITY TRAIL CORRIDOR

GRANULAR COMMUNITY TRAIL

VARIES

VARIES

HARD SURFACE TRAIL

VARIES

8'-0"

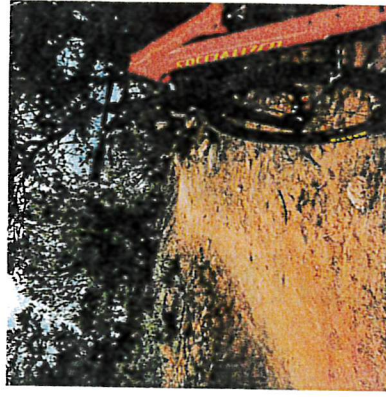
50'-0"

4'-0"

VARIES

KEY NOTES

- 1 48" WIDE GRANULAR COMMUNITY TRAIL
 - 2 5' WIDE CONCRETE SIDEWALK
 - 3 8' WIDE CONCRETE SIDEWALK
 - 4 8' WIDE HARD SURFACE PATH (CONCRETE OR ASPHALT) WITH 2' WIDE SHOULDERS
 - 5 EXISTING AND SUPPLEMENTAL BERRING WITH NATIVE BOULDER OUTCROPPINGS
 - 6 NATIVE GRANULAR BIKE TRAIL ALONG MOCCASIN ALIGNMENT TO BE FIELD STAKED IN VOIDS OF VEGETATION TO MAINTAIN EXISTING NATIVE CONDITIONS.
 - 7 COMMUNITY PERIMETER WALLS
 - 8 UNDISTURBED NATURAL DESERT TO REMAIN
 - 9 POWER POLES
- LANDSCAPE STREET FRONTAGE**
TREES IN CLUSTERED LAYOUT ON AVERAGE OF ONE (1) TREE PER EVERY 30' LINEAR FEET WITH MAXIMUM SPACE BETWEEN CLUSTERS TO BE LESS THEN 45'. ALTERNATE DRIFTS OF PINKER AND DECIDUOUS TREES IN LAYERS
TREE SIZES TO BE A MINIMUM OF THE FOLLOWING:
25% - 24" BOX
40% - 30" BOX
35% - 48" BOX OR LARGER
- SHRUBS TO BE PLANTED AS 5 GALLON SHRUBS MINIMUM WITH 10% OF SHRUBS BEING 15 GALLON. TREES AND SHRUBS TO BE 1 GALLON MINIMUM AND USED AS SUBORDINATE PLANTING MATERIAL. FLOWERING ACCENTS ALONG INTERSECTIONS AND SVZ'S.
- ALL DISTURBED LANDSCAPE AREAS TO RECEIVE A MINIMUM OF 7" DEEP DECOMPOSED GRANITE WITH A SIZE NO LESS THEN 3/4" SCREENED (COLOR TO MATCH ADJACENT NATIVE AREAS)
- ALL LANDSCAPE TO BE ON AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.



LENNAR

SUNSTONE

Conceptual trial plan on
Moccasin



andersonbaron
1000 West 10th Street
Phoenix, AZ 85001
PH: 602.593.7936

PARKS AGREEMENT

EXHIBIT D

**CITY DESIGN STANDARDS FOR PARKS, TRAILS, BUILDING,
AND PARKING FACILITIES**

(CONTAINED IN A SEPARATE VOLUME.)

PARKS AGREEMENT

EXHIBIT E

MAINTENANCE PLAN

MAINTENANCE PLAN FOR ALL PRIVATELY MAINTAINED PARKS, FACILITIES AND OTHER
COMMON AREAS

1. The Plan for Maintenance of Public and Common Areas (the "Plan") must be approved by the City and must contain provisions that outline the proposed standards and level of maintenance and/or frequency of maintenance to be provided with respect to:
 - a) Common area landscaping and sidewalks;
 - b) Parks, trails, paseos, open spaces, and other recreational areas and the related Required Facilities described in the Park Agreement;
 - c) Temporary and/or interim drainage facilities including riprap lined channels and natural arroyos as determined by the approved Master Drainage Study, but excluding all temporary detention basins identified in the Master Drainage Study;
 - d) All landscaping and landscaping appurtenances located within City- dedicated public rights-of-way.
2. The Plan will include provisions for maintenance of common area lighting and for walls and fences located within common areas, but excluding any walls or fences located on an individual unit or lot.
3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance, the function, the safety and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required levels of maintenance and repair shall be defined for the following components, including, without limitation:
 - a) Requirements for maintenance of all the following items in a healthy, safe and aesthetically acceptable condition:
 - Non-Sports Field Turf (All allowable types)
 - Sports Field Turf (All allowable types)
 - Landscape and planting components, trees, shrubs, groundcover, etc. (All allowable types)
 - Color plantings (All allowable types)
 - b) Requirements for maintenance of all the following items in an operable, healthy, safe and aesthetically acceptable condition:
 - Irrigation and all associated components
 - Playground equipment
 - Exercise or Par-Course equipment
 - Planto Areas, including all appurtenances in the area
 - Shade Structures
 - Water features, including all splash pads, fountains, drinking fountains
 - Skate park areas, including all appurtenances
 - Restroom facilities
 - Dog park areas, including all appurtenances

- Lighting (All allowable types)
- Sports Courts (All allowable types)
- Walkways, pathways and roadways, with or without hardscape improvements
- Fencing, walls and gates (All allowable types)
- Signage (All allowable types)
- Amenities, including all benches, trash receptacles, trash dumpsters and picnic tables
- All parking lot or other paved areas

4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("HOA") but only with the written consent of the City.
5. The Plan will include a provision that, in the event the Master HOA fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the Property and individual lots within subdivisions which may be executed upon and which shall have the same priority as liens for real estate taxes.

