



October 19, 2021

Re: Final Plat Approval for Highgate Senior Living, **84** Units
Request for Increase in Allowable Groundwater Allocation

Dear Mr. McKay,

The City of Prescott requests the Arizona Department of Water Resources to increase the City's allowable groundwater allocation based upon the recording of the final plat for Highgate Senior Living

As specified in Condition 8 of Decision and Order of the Director, No. 86-401501.0001, the City submits the following information for the Department's review with regard to the above referenced subdivision:

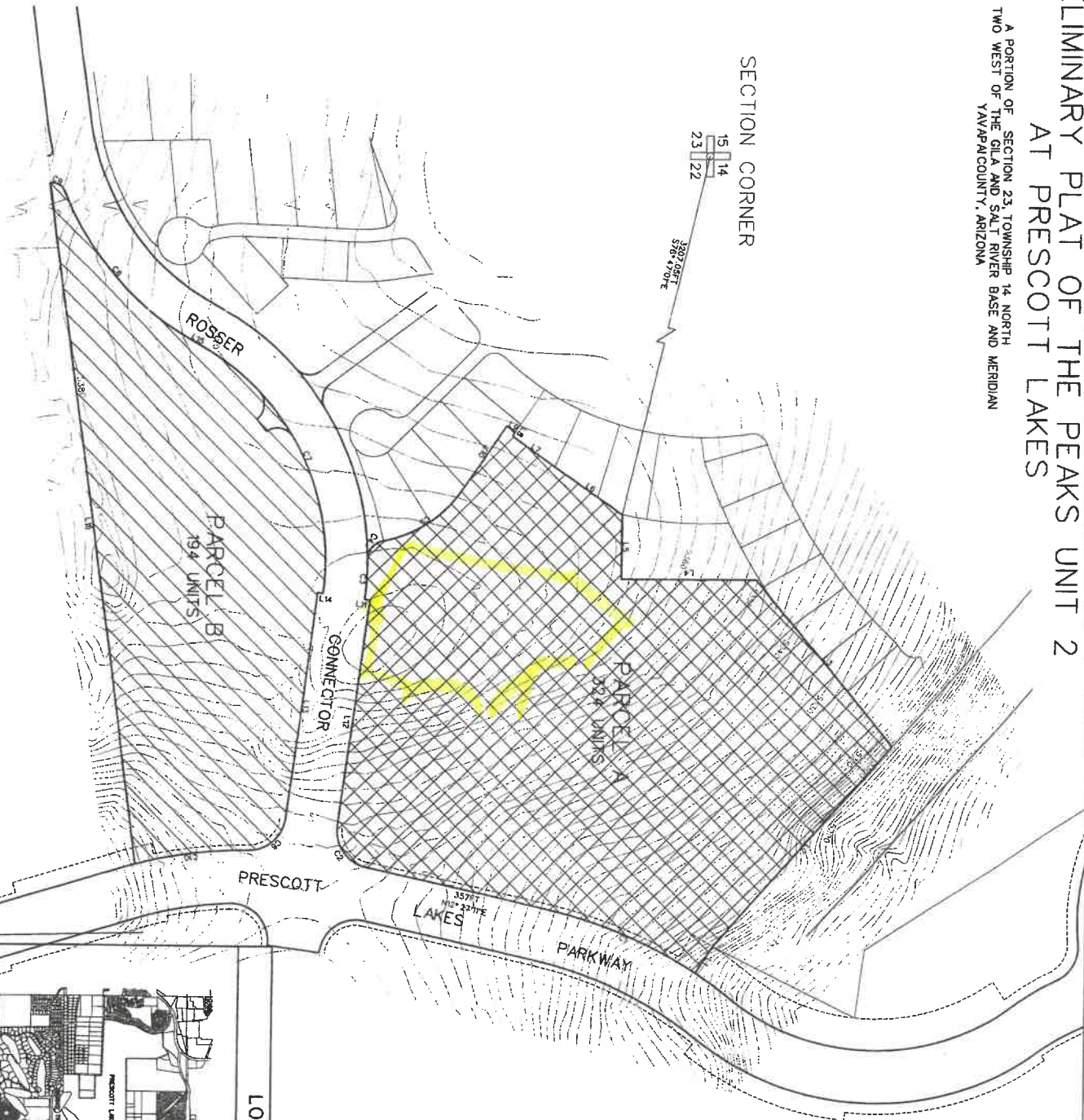
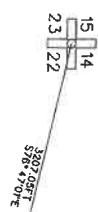
Submittals Required as per Condition 8 of Decision and Order No. 86-401501.0001	Attachments
1. A request to increase the groundwater allocation.	This letter serves as the request.
2. Reference to the subdivision in Exhibit B of the D&O for this request.	Attachment 1
3. Preliminary Plat of The Peaks, Unit 2, Parcel A, 324 Units, ~1998	Attachment 2
4. Planning & Zoning Council Agenda Memorandum dated July 9, 2002, requests approval of Final Plat for Petroglyph Point Office Park, aka The Peaks Unit 2 at Prescott Lakes.	Attachment 3
5. Final Plat of Petroglyph Point Office Park, aka The Peaks Unit 2 at PL.	Attachment 4
6. City Council Joint Study Session on October 6, 2009, approves a Water Service Agreement with Highgate Prescott, LLP on Blooming Hills Drive, for an allocation of 10.8 acre-feet annually.	Attachment 5
4. A Replat of Lot 6 – Petroglyph Point Office Park, dated April 23, 2008. A site plan indicates 84 units.	Attachment 6
5. a) A calculation of projected groundwater use for the Final Plat.	a) Attachment 7

Attachment 2

RELIMINARY PLAT OF THE PEAKS UNIT 2 AT PRESCOTT LAKES

A PORTION OF SECTION 23, TOWNSHIP 14 NORTH
RANGE TWO WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
YAVAPAI COUNTY, ARIZONA

SECTION CORNER



LINE LENGTH BEARING

L1	157.0517W
L2	54.84 32.10W
L3	54.84 32.10W
L4	500.1 30.00W
L5	500.1 30.00W
L6	500.1 30.00W
L7	500.1 30.00W
L8	500.1 30.00W
L9	500.1 30.00W
L10	500.1 30.00W
L11	500.1 30.00W
L12	500.1 30.00W
L13	500.1 30.00W
L14	500.1 30.00W
L15	500.1 30.00W
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L100	500.1 30.00W

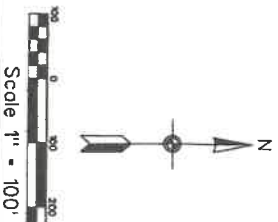
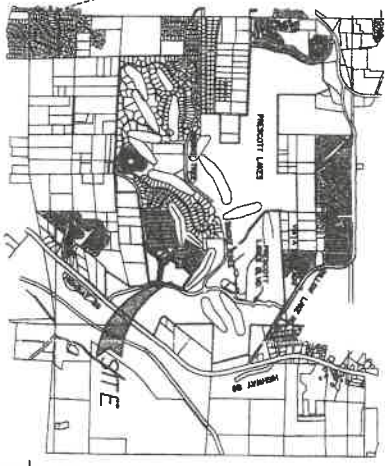
CURVE LENGTH

C1	308.71
C2	79.17
C3	79.17
C4	148.71
C5	109.71
C6	109.71
C7	308.71
C8	158.71
C9	158.71

SETBACKS
BUILDING ENVELOPES FOR DISTURBABLE
AND NON-DISTURBABLE AREAS TO COME
WITH FINAL PLAT.

LOCATION MAP

NOT TO SCALE



SITE DATA

NET SITE AREA: 1,112 ACRES
TOTAL LOTS PROPOSED: 518
PARKING SPACES: 777
PARCEL A: 44.7 ACRES
PARCEL B: 4.4 ACRES
TOTAL LOTS: 202 OPEN SP
TAX ASSESSOR PARCEL NUMBERS
109-04-001, 215 ACRES SA P.A.C.
109-04-001, 01 ACRES SA P.A.C.

UTILITIES

ELECTRICITY: ARIZONA PUBLIC SER
TELEPHONE: U.S. WEST
WATER: CITY OF PRESCOTT
SEWER: CITY OF PRESCOTT

BENCHMARK

ALUMINUM CAP ON SOUTH SIDE OF W
ON ROAD 07-2000-001 (CENTIN
CENTIN OF WILLOW LAKE ROAD NOS
1001 (HAWTHORNE) 0-30-10-1

SUBDIVIDERS

M3 COMPANIES
917 S. SUPER ST.
PRESCOTT, AZ 86301
(520) 771-0411

ENGINEERS

LYON ENGINEERING &
DESIGN
121 W. MAYNARD DRIVE
SUITE C
PRESCOTT, AZ 86301
(520) 776-1750

LANDOWNERS

D. ANDERSON & D
REPRESENTED BY:
1407 E. GARDEN ST.
SUITE 100
PRESCOTT, AZ 86301
(520) 771-0411

~ location of McPherson Avenue

~ 1998

Staff
Memo
Report

RECEIVED
JUL 10 2002
CITY MANAGER
**Council
Agenda**



PLANNING & ZONING DIVISION

E.

MEMORANDUM

TO: Larry Asaro, City Manager; *LA*
FOR: Mayor and Council
FROM: Tom Guice, Community Development Director; *TG*
Julie Pindzola, Planning Manager; *JP*
Steven Gaber, Community Planner; *SG*

APPROVED

BY THE COUNCIL

City Clerk *MDW*

Date 7/23/02

REQUEST Final Plat for the Petroglyph Pointe Office Park, AKA The Peaks Unit 2 at Prescott Lakes, (this final plat is associated with RZ 0204)

DATE 7/9/02, for review at Council Meetings on 7/16 and 7/23/02

FILE NO SP-9833

OWNER Fann Contracting
Michael Fann
P.O. Box 4356
Prescott, AZ 86302
778-0170

APPLICANT M-3 Companies
Jeff Davis
110 E. Gurley
Prescott, AZ 86301
771-0411

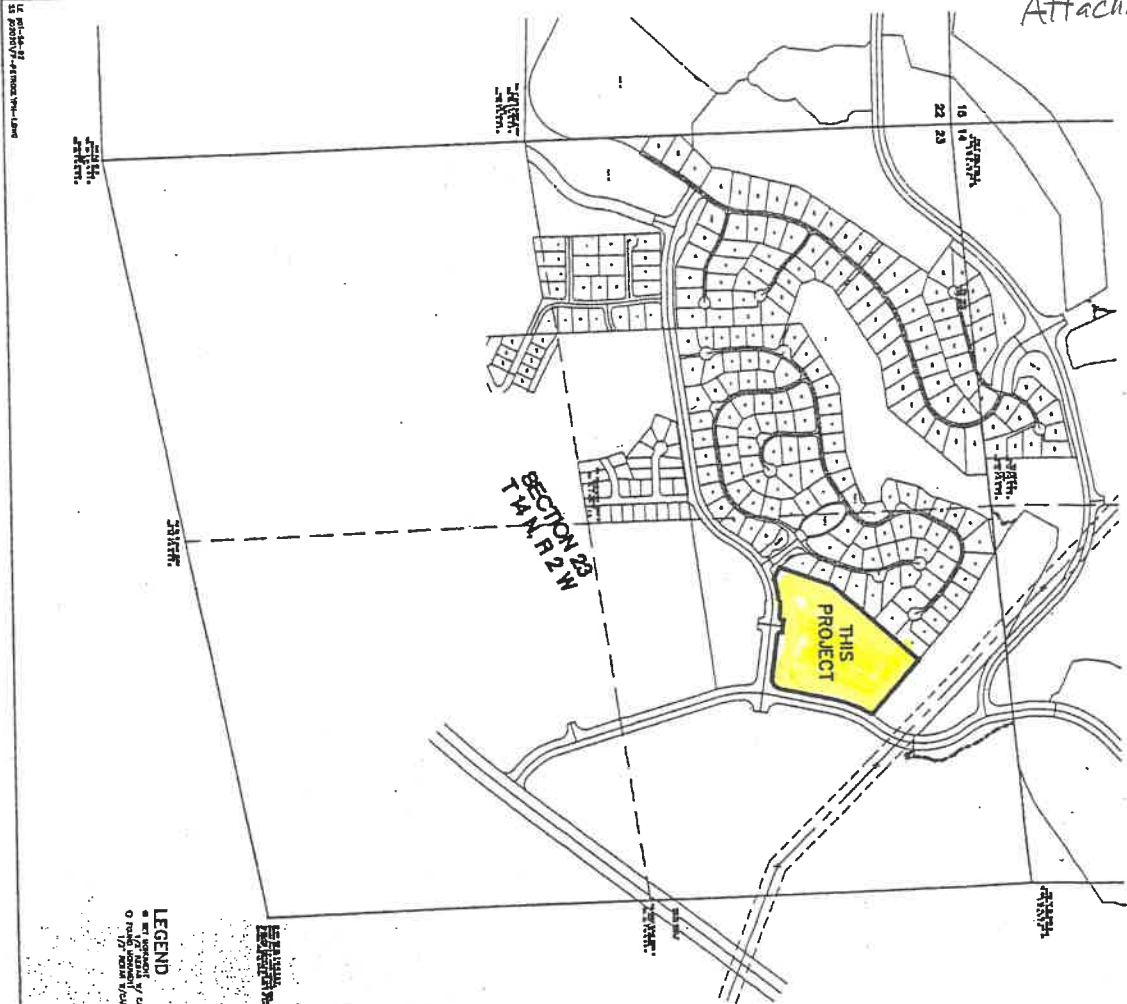
PROJECT SUMMARY:

This application seeks approval of the final plat for the Petroglyph Pointe Office Park located at the north west corner of the intersection of Prescott Lakes Parkway and Blooming Hills Drive. This property was noted as Parcel A on the preliminary plat of the Peaks Unit 2. This preliminary plat was one of the plats approved during the summer of 1998 prior to the subdivision moratorium that was associated with the declaration by ADWR of ground water mining and the Designation by ADWR of an Assured Water Supply for the City of Prescott. The preliminary plat was generally generic in its layout and identified the development potential for 324 residential units.

PETROGLYPH RD
OFFICE PARK



FINAL PLAT OF
"PARCEL A OF THE PEAKS UNIT 2 AT PRESCOTT LAKES"
TO BE KNOWN AS
PETROGLYPH POINTE OFFICE PARK
LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MERIDIAN,
YAVAPAI COUNTY, ARIZONA.
CONTAINING 13.66 ACRES, MORE OR LESS.



DEDICATION

THE CITY OF PRESCOTT, ARIZONA, HAS RECEIVED FROM THE PETROGLYPH POINTE OFFICE PARK, INC., A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PETROGLYPH POINTE OFFICE PARK, INC., DATED AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF YAVAPAI, ARIZONA, TO BE KNOWN AS "PARCEL A OF THE PEAKS UNIT 2 AT PRESCOTT LAKES" TO BE KNOWN AS "PETROGLYPH POINTE OFFICE PARK" LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, CONTAINING 13.66 ACRES, MORE OR LESS.

THE CITY OF PRESCOTT, ARIZONA, HAS RECEIVED FROM THE PETROGLYPH POINTE OFFICE PARK, INC., A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PETROGLYPH POINTE OFFICE PARK, INC., DATED AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF YAVAPAI, ARIZONA, TO BE KNOWN AS "PARCEL A OF THE PEAKS UNIT 2 AT PRESCOTT LAKES" TO BE KNOWN AS "PETROGLYPH POINTE OFFICE PARK" LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, CONTAINING 13.66 ACRES, MORE OR LESS.

ACKNOWLEDGEMENT

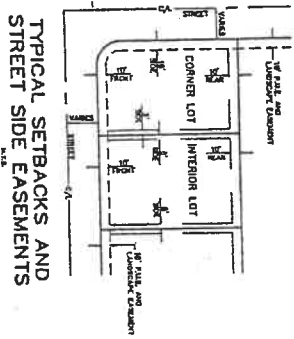
THE CITY OF PRESCOTT, ARIZONA, HAS RECEIVED FROM THE PETROGLYPH POINTE OFFICE PARK, INC., A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PETROGLYPH POINTE OFFICE PARK, INC., DATED AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF YAVAPAI, ARIZONA, TO BE KNOWN AS "PARCEL A OF THE PEAKS UNIT 2 AT PRESCOTT LAKES" TO BE KNOWN AS "PETROGLYPH POINTE OFFICE PARK" LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, CONTAINING 13.66 ACRES, MORE OR LESS.

COMPLIANCE

THE CITY OF PRESCOTT, ARIZONA, HAS RECEIVED FROM THE PETROGLYPH POINTE OFFICE PARK, INC., A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PETROGLYPH POINTE OFFICE PARK, INC., DATED AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF YAVAPAI, ARIZONA, TO BE KNOWN AS "PARCEL A OF THE PEAKS UNIT 2 AT PRESCOTT LAKES" TO BE KNOWN AS "PETROGLYPH POINTE OFFICE PARK" LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, CONTAINING 13.66 ACRES, MORE OR LESS.

C & R's

THE CITY OF PRESCOTT, ARIZONA, HAS RECEIVED FROM THE PETROGLYPH POINTE OFFICE PARK, INC., A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PETROGLYPH POINTE OFFICE PARK, INC., DATED AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF YAVAPAI, ARIZONA, TO BE KNOWN AS "PARCEL A OF THE PEAKS UNIT 2 AT PRESCOTT LAKES" TO BE KNOWN AS "PETROGLYPH POINTE OFFICE PARK" LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, CONTAINING 13.66 ACRES, MORE OR LESS.



APPROVALS

APPROVED BY THE BOARD OF DIRECTORS OF THE CITY OF PRESCOTT, ARIZONA, ON THIS _____ DAY OF _____, 2000.

APPROVED BY THE CITY OF PRESCOTT, ARIZONA, ON THIS _____ DAY OF _____, 2000.

NOTES

THE CITY OF PRESCOTT, ARIZONA, HAS RECEIVED FROM THE PETROGLYPH POINTE OFFICE PARK, INC., A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PETROGLYPH POINTE OFFICE PARK, INC., DATED AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF YAVAPAI, ARIZONA, TO BE KNOWN AS "PARCEL A OF THE PEAKS UNIT 2 AT PRESCOTT LAKES" TO BE KNOWN AS "PETROGLYPH POINTE OFFICE PARK" LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, CONTAINING 13.66 ACRES, MORE OR LESS.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBMISSION OF THE PETROGLYPH POINTE OFFICE PARK, INC., TO THE CITY OF PRESCOTT, ARIZONA, FOR THE PURPOSE OF OBTAINING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PETROGLYPH POINTE OFFICE PARK, INC., DATED AND FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF YAVAPAI, ARIZONA, TO BE KNOWN AS "PARCEL A OF THE PEAKS UNIT 2 AT PRESCOTT LAKES" TO BE KNOWN AS "PETROGLYPH POINTE OFFICE PARK" LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, CONTAINING 13.66 ACRES, MORE OR LESS.



PETROGLYPH POINTE
OFFICE PARK
SHEET 1 OF 2

~2000

PREPARED BY: _____
CHECKED BY: _____
DATE: _____
SCALE: _____
SHEET: _____

- B. Approval of expenditure of \$68,524.85 to Arizona Emergency Products, for emergency vehicle equipment builds relating to the recently-purchased police vehicles.
- C. Adoption of Resolution No. 3991-1021 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona approving the First Amendment to the Intergovernmental Agreement Dated May 1, 2003, which established the Central Yavapai Metropolitan Planning Organization (CYMPO), providing for addition of the Town of Dewey-Humboldt as a participating agency and amendment of the Planning Area Boundary to include Dewey-Humboldt.
- D. Approval of Water Service Agreement with Highgate Prescott, LLP located on Blooming Hills Drive for an allocation of 10.8 acre-feet annually.
- E. Approval of Special Use Permit for modifications to an existing telecommunications site located at 218 East Willis Street, Zoning is Business Regional (BR), Property owner: Roger Brown; Applicant: Brandon Brown, reliant Land Services for Verizon Wireless. APN: 113-16-032.
- F. Approval of Second Time Extension for the Cloudstone Revised Preliminary Plat Unit II-A Planned Area Development for 78 condominium units on ±5.5 acres located at the southwest corner of Rosser Street and Blooming Hills Drive. (SP04-002).
- G. Award of bid and contract to CLM Earthmovers, Inc. for the Yavapai College / Sheldon Street Right-of-way Landscape Project in an amount not to exceed \$53,081.00.
- H. Approval of Authorization for Services #5 with Z&H Engineering in the amount of \$24,140.00 for conducting an update of the Signage, Marking, and Lighting Plan at Ernest A. Love Field.
- I. Approval of payment to Arizona Public Service Company (APS) for installation of a power pole on Indian Hill in an amount not to exceed \$24,162.00.
- J. Adoption of Ordinance No. 4719-1016 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real property belonging to the Rogers-Chemas Trust for Bradshaw Drive right-of-way.
- K. Adoption of Resolution No. 3992-1022 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) to provide for the Granite Dells Parkway SR 89A Traffic Interchange Project, accepting \$1,000,000 from ADOT for project administration during construction and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

COUNCIL AGENDA MEMO – 10/6 & 10/13/09
DEPARTMENT: Community Development/City Manager's Office
AGENDA ITEM: Approval of Water Service Agreement with Highgate Prescott LLP

Approved By:	Date:
Department Head: Tom Guice/Craig McConnell <i>Craig McConnell</i>	7-22-09
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>Steve Norwood</i>	9/30/09

Background

Highgate Prescott LLP, owner of property located at 1600 Petroglyph Pointe Road in Prescott Lakes, is developing an 82-unit assisted living/Alzheimer's care facility. Their project, Highgate Senior Living, is allowed under the existing Business General (BG) zoning. Because the units will not have kitchen facilities, for water allocation purposes it is classified as a commercial use. The estimated yearly demand is 10.8 acre-feet, requiring Council approval pursuant to the City of Prescott Water Management Policy 2005-2010, as amended, since it exceeds 5 acre-feet.

Highgate Senior Living was originally reviewed as an assisted living facility. Subsequently it was determined that part of the occupancy would consist of Alzheimer's patients, requiring revisions to the plans. During the redesign, the project was modified to accommodate additional units, with the updated total water demand necessitating this agreement.

Given the commercial zoning, this parcel was not included in the list of vacant residentially-zoned lots within the existing City limits, hence, no reservation has been made for the water demand. Neither a water service agreement nor debiting from the annual water budget is required if the project demand is 5 acre-feet or less. When the demand exceeds 5 acre-feet, the difference between the total demand (10.8 acre-feet in this case) and the 5 acre-feet threshold is subtracted (debited) from that budget.

In this case, the amount (difference) to be debited from the water budget market category is 5.8 acre-feet, leaving a balance of 79.27 acre-feet for Calendar Year 2009.

Attachment - Water Service Agreement with Highgate Prescott LLP

Recommended Action: Move to approve the Water Service Agreement with Highgate Prescott LLP for an allocation of 10.8 acre-feet annually.

Ana Wayman-Trujillo, Recorder
OFFICIAL RECORDS OF YAVAPAI COUNTY
CITY OF PRESCOTT AG

B-4717 P-364
01/11/2010 02:50P
3.00 4367609

Fee
\$ 3
\$8
\$5
\$1
\$ 3

RECORDED AT THE REQUEST OF:

City of Prescott, Arizona

WHEN RECORDED, PLEASE
RETURN TO:

Prescott City Clerk's Office
Interoffice Mail



B-4717 P-364
Page: 1 of 4
AG 4367609

MB

09.009

Caption: **City of Prescott Agreement No. 2010-049**
Water Service Agreement WSA09-009
Highgate Prescott LLP
APN 105-04-221A
Dated October 13, 2009

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT



**AGREEMENT FOR POTABLE WATER
HIGHGATE PRESCOTT LLP**

WHEREAS, Highgate Prescott LLP (hereinafter referred to as "Applicant") is the owner of certain real property within the City of Prescott; and

WHEREAS, Applicant wishes to secure approval for the provision of potable water for the foregoing property from the City of Prescott (hereinafter referred to as "City"); and

WHEREAS, the Applicant contemplates constructing an ⁸⁴82-unit assisted living facility on the Property; and

WHEREAS, the 82 units in the facility will not have individual kitchens, hence, for water allocation purposes the use is considered to be nonresidential; and

WHEREAS, Applicant estimates annual potable water usage of 10.8 acre-feet on the Property; and

WHEREAS, Prescott City Code Section 2-1-12(H) requires that an agreement be reached between the City and the Applicant in order to provide potable water, and the City of Prescott Water Management Policy 2005-2010, as amended, requires an agreement for nonresidential use greater than five (5) acre-feet per year; and

WHEREAS the City Council finds that compliance with this Agreement by the Applicant shall result in:

1. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to, the adopted Water Management Policy; and
2. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to the adopted General Plan; and
3. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to any applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and
4. The project being in accord with the duly adopted Prescott Water Budget.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That this Agreement shall relate to the property identified as APN 105-04-221A, more particularly described as Lot 6-R, a replat of the replat of Lot 6, Petroglyph Pointe Office Park, according to Book 62 of Maps and Plats, Page 17, records of Yavapai County, Arizona (hereinafter referred to as the "Property").
2. That the City will set aside and allocate 10.8 acre-feet annually of potable water to serve the Property, subject to the following:



A. That the Applicant shall be solely responsible for the costs of any water and sewer main extensions or upgrades required to serve the Property.

B. The Applicant shall connect the Property to and be served by the City's Sanitary Sewer System, and shall be responsible for any and all costs associated therewith, before water service to the property is initiated.

C. That any change in use of the Property exceeding a total of eighty-two (82) assisted living units shall result in the termination of this Agreement.

D. That the amount of water allocated pursuant to this Agreement is based upon the estimated demand provided by the Applicant.

E. That the installation of any well on the Property, or the use of water on the Property from any other exempt well (less than 35 gpm), shall result in the termination of this Agreement.

F. That there shall be no further lot splits on the Property.

3. This Agreement shall run with the land, and shall be binding upon the Property owner's successors in interest and assigns.

4. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

5. That the Property Owner hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Applicant or its agents or employees.

6. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

7. Time is of the essence in this agreement. The failure of either party to require strict performance of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

8. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

9. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.



DATED this 30th day of October, 2009.

APPLICANT:
HIGHGATE PRESCOTT LLP

[Signature]
Its: President

PASSED and approved this 13 day of OCTOBER, 2009 by the Prescott City Council.

SEAL

[Signature]
~~JACK D. WILSON~~ MARLIN D. KUYKENDALL
Mayor

ATTEST:

APPROVED AS TO FORM:

[Signature]
ELIZABETH A. BURKE
City Clerk

[Signature]
GARY D. KIDD
City Attorney

PROVINCE OF BRITISH COLUMBIA
~~STATE OF ARIZONA~~)
CITY OF VANCOUVER) ss.
~~COUNTY OF YAVAPAI~~)

The foregoing instrument was acknowledged before me this 30th day of October, 2009, by Howard N. Addison, the President of Highgate Prescott LLP, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that they executed it.

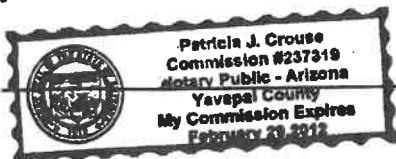
[Seal]

SEAL

[Signature]
Notary Public
GREGORY J. TUCKER
Barrister & Solicitor
2900-595 BURRARD ST.
VANCOUVER, B.C. V/X 1J5
(604) 711-7553

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this 11 day of January, 2010, by Jack D. Wilson, Mayor, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.



[Signature]
Notary Public

A REPLY TO

THE REPLAT OF LOT 6 - PETROGLYPH PONIE OFFICE PARK

FOR THE PURPOSE OF VACATING THE COMMON AREA SHOWN PLATTED HEREON AND TO CONVEY SAME WITH THE INTERIOR LOTS AS ORIGINALLY REPLATTED

LOCATED IN A PORTION OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST, GLA AND SALT RIVER BASE AND MEBODAH, YAVAPAI COUNTY, ARIZONA.

17/02

THIS REPORT IS IN COMPLIANCE WITH CLERK/RENT SUBDIVISION REGULATIONS AND CODES ESTABLISHED AND ADOPTED BY THE CITY OF PINECOTT

THIS REPEAT IS LOCATED WITHIN THE WATER SERVICE AREA OF THE CITY OF PRESIDENT ARIZONA, WHICH IS AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION E OF ARS 45-576.

THIS REPORT IS IN CONFORMANCE WITH CRITERIA ESTABLISHED BY STATE STANDARD ATTACHMENT 2-96 (SSA 2-96) UNDER AUTHORITY OF THE DIRECTOR OF THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR)

KNOW ALL MEN BY THESE PRESENTS

COMPASSIONATE CARE DOES NOT PRESENT AN OBSTACLE TO ASSASSINATIONS. DOES HEREBY FOREVER SET UP AND INVITE ANY ATTEMPT IN THE UNITED STATES OF AMERICA TO COMMIT REAL PROBLEMS SHOWN AS COMMON AREA, NO LIVES AND PLANTS, PLANT, OR ON THE PLANT, THE OFFICE OF THE VIOLENCE AGAINST WOMEN, COUNCIL, AND HERBERT STATES THAT SO COMMON AREA, SHALL, UPON THE ASSASSINATION OF THE VIOLENCE, PLANT IN TERRORISM, PLANT, PLANT, AS RECORDED IN BOOK 45 OF LIVES AND PLANTS, PLANTS AND SO, ON THE, IN THE OFFICE OF CONGRESS, TO AND REMOVES THE TERROR AND REMOVING OF THE TERROR OF THE BLOOD LOT 4 - FURNISHING POINT OFFICE PLANT.

IN WITNESS WHEREOF, PRESIDENT LARRY COMMISSION ASSOCIATION HAS HEREBY CAUSED THE SEAL OF THE ASSOCIATION TO BE ATTACHED HERETO AND THE SEAL TO BE WITHIN THE HAND OF PRESIDENT LARRY COMMISSION ASSOCIATION, BEING AUTHORIZED TO DO SO, ON THIS 10th DAY OF APRIL, 1994.

PRESIDENT LARRY COMMISSION ASSOCIATION

ATTEST.
JEREMY A. DAVIS, PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF YAVAPAI) SS

COUNTRY OF (TAVAPM)

ON THIS 14th day of April, 2008, before me, the undersigned notary public, did personally appear JEFFREY A. DAVIS, who acknowledged himself to be the president of the PRESCOTT LAKE COMMERCIAL ASSOCIATION, and acknowledged as such officer, executed the foregoing instrument for the purposes therein contained, being duly authorized to so do.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

SECRET

DATE: 11/22/2011

CERTIFICATION

1. G. MICHAEL HAYWOOD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAN WAS PREPARED BY ME; THAT THE PLAN IS BASED ON FINAL PLATS OF RECORD AND DOES NOT REPRESENT A SURVEY BY ME.



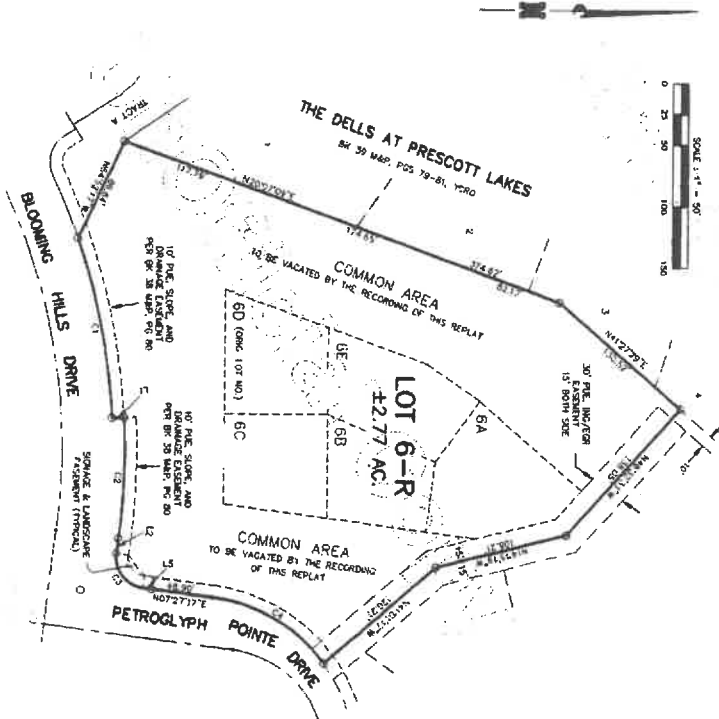
EXHIBIT 5-13-0

G. MICHAEL HAYWOOD - AZ. R.L.S. NO. 1394

APRIL 23, 2008

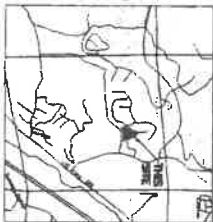
THE REPLAT OF LOT 6 - PETROGLYPH POINTE OFFICE PARK

FOR THE PURPOSE OF VACATING THE COMMON AREA SHOWN PLATTED HEREON AND TO COMBINE SAME WITH THE INTERIOR LOTS AS ORIGINALLY REPLATTED



LINE TABLE		
NO.	BEARING	DISTANCE
11	S 62° 31' 00" E	10.00
12	N 62° 31' 00" W	12.41
13	S 67° 12' 19" W	7.00
14	S 68° 12' 30" E	30.00

NO.	RADIUS	DELTA	LENGTH	TANGENT
C1	50.00	155.34	168.20	75.38
C2	50.00	160.18	180.88	49.82
C3	50.00	165.02	193.56	25.00
C4	153.00	472.17	107.65	26.51

**VICINITY MAP**

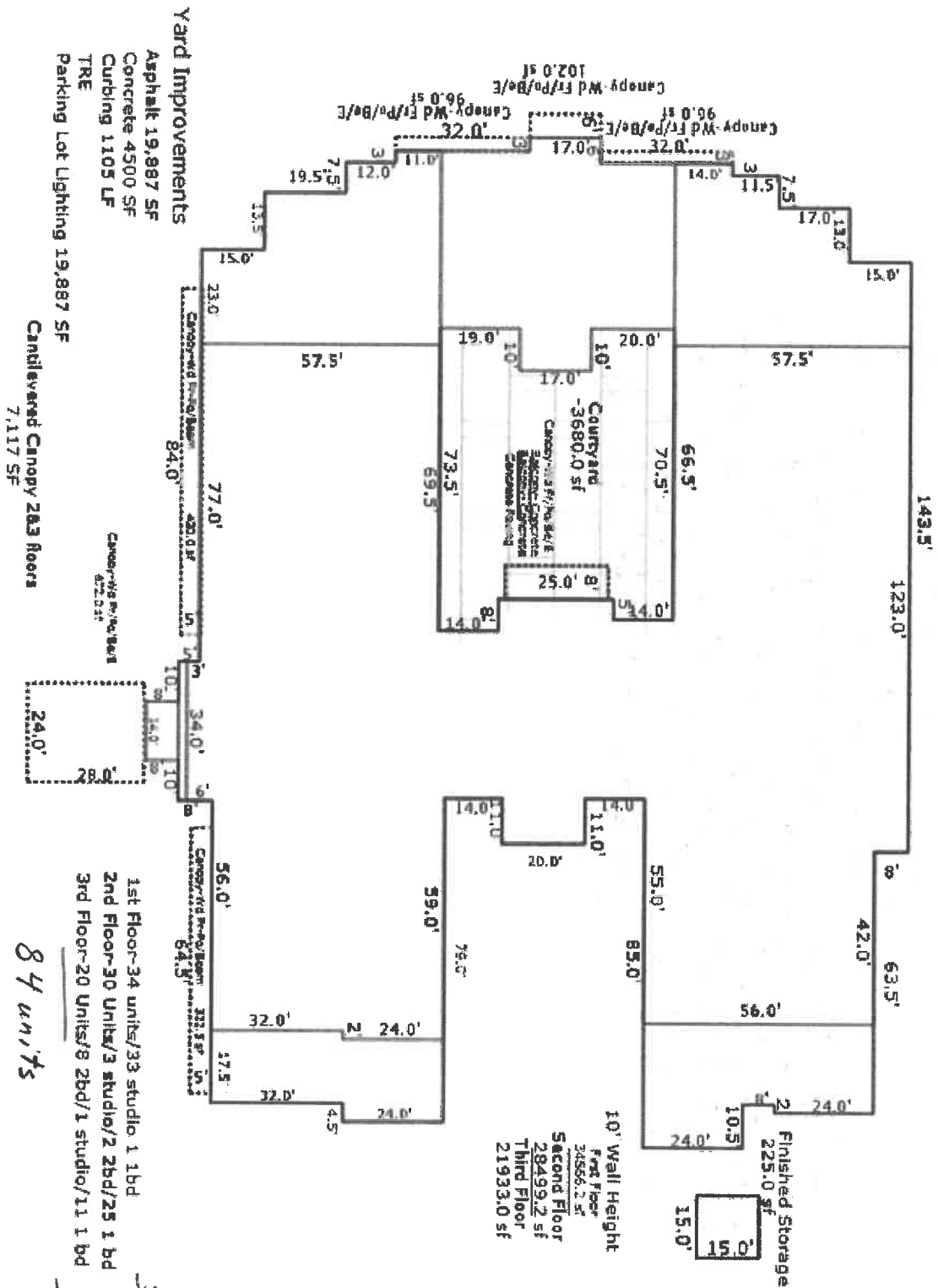
100

G. MICHAEL HAYWOOD - AZ. R.L.S. NO. 1394

APRIL 23, 2008

Hydage & Son's Living

Sketch by Apex Masonry



STUDIO 1BR 2B			
33	1		
3	25		
1	11		
37	37		
		8	10

Attachment 7. Water Demand for Highland Senior Living Facility at Prescott Lakes

Number of Accounts	No. of Account 60 months (5 years)	Total Commercial Annual Water Use, acre-feet / year	Total Irrigation Annual Water Use Acre-feet / year
84	84	5.89	1.22

Note that the AGREEMENT FOR POTABLE WATER FOR HIGHGATE SENIOR LIVING, dated October 13, 2009, and recorded in Book 4717, Page 364, allocates 10.8 acre-feet to this facility. Actual water use of 7.11 acre-feet is less than 66% of allocated use.