

# CITY COUNCIL REPORT



Meeting Date: September 9, 2014  
 General Plan Element: **Land Use**  
 General Plan Goal: *Sensitively integrate land uses into the surrounding areas*

## ACTION

Scottsdale Quarter  
**1-PE-2009#2**

1. Adopt Resolution No. 9879 authorizing the Mayor to execute Development Agreement No. 2011-155-COS-A1 approving a re-plat and amendment to the existing Perimeter Exception Plat and Development Agreement to adjust the lot line between blocks L and M, and update the project development standards to be consistent with zoning application 18-ZN-2013.

## Key Items for Consideration

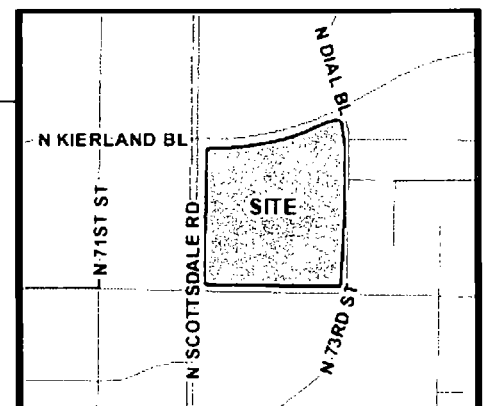
- The site is fully entitled and has Development Review Board approval for the development of a 1.43 million square foot mixed-use project known as Scottsdale Quarter.
- The Final Plat and Development Agreement provide the ability to allow multiple investment ownerships while insuring the project's ability to meet all the Zoning Ordinance requirements and Development Review Board stipulations.
- The Development Agreement will provide assurance that a single governing body will be responsible to maintain the property per previous City Council and Development Review Board approvals.

## Related Policies, References:

18-ZN-2013: Recent City Council approval of zoning request for amended development standards at Scottsdale Quarter, which included an update to the site plan reflecting the new lot configuration.

## OWNER

Glimcher Properties Corporation  
 180 East Broad Street  
 Columbus, OH 43215



## APPLICANT CONTACT

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GWEN JARICK  
NELSEN PARTNERS  
480-949-6800

## LOCATION

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15015, 15169, 15279, 15301, 15037, 15147, 15191, 15257, 15323, 15059, 15081, 15125, 15103, 15235, 15367, 15345, 15367, 15389, and 15411 N. Scottsdale Road.

## BACKGROUND

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### Zoning

The site is zoned Planned Regional Center District (PRC) by Ordinance 3648, approved by City Council on October 24, 2005. The PRC zoning district allows a broad range of general merchandise and service uses, and can include office and residential uses.

### Context

The Scottsdale Quarter site is located on N. Scottsdale Road between E. Butherus Road on the south, N. 73<sup>rd</sup> Street on the east and E. Greenway-Hayden Loop on the north. The site is surrounded by a variety of uses including employment, retail, and aeronautical uses. Kierland Commons shopping center is to the immediate west across N. Scottsdale Road.

## APPLICANTS PROPOSAL

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### Goal/Purpose of Request

In January of 2012, the City Council approved a Perimeter Exception Plat and associated development agreement for Scottsdale Quarter. The Perimeter Exception allows the subject property to be split in to multiple parcels and ownership while maintaining the ability of the property to meet all zoning requirements as a whole. The applicant is requesting approval of a re-plat and an amendment of the existing development agreement for the Perimeter Exception, to adjust a lot line between Blocks L & M, and update the development standards to reflect the recently approved amended development standards (18-ZN-2013).

### Development Information

- |                     |                 |
|---------------------|-----------------|
| • Existing Use:     | Mixed-use       |
| • Parcel Size:      | 23.52 net acres |
| • Parking Required: | 3,709 spaces    |
| • Parking Provided: | 3,794 spaces    |

- Open Space Required: 224,452 square feet / 5.15 acres
- Open Space Provided: 306,166 square feet / 7.03 acres
- Floor Area: 1,434,377 square feet / 1.0 FAR

## **IMPACT ANALYSIS**

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The subject property will continue to develop as planned under the current entitlements. The proposed Perimeter Exception Plat and Development Agreement will not have any effect on the existing land use, traffic, access, parking, infrastructure, or public safety.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach:**

1. Adopt Resolution No. 9879 authorizing the Mayor to execute Development Agreement No. 2011-155-COS-A1 approving a re-plat and amendment to the existing Perimeter Exception Plat and Development Agreement to adjust the lot line between blocks L and M, and update the project development standards to be consistent with zoning application 18-ZN-2013.

## **RESPONSIBLE DEPARTMENT(S)**

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**Planning and Development Services**  
Current Planning Services

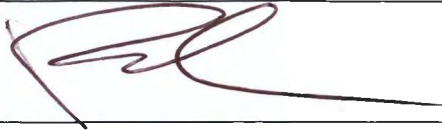
### **STAFF CONTACT**

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Bryan Cluff  
Planner  
480-312-2258  
E-mail: bcluff@ScottsdaleAZ.gov

**APPROVED BY**

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Bryan Cluff, Planner, Report Author

8/21/14

Date



Tim Curtis, AICP, Current Planning Director  
480-312-4210, tcurtis@scottsdaleaz.gov

8/22/2014

Date



Randy Grant, Director  
Planning and Development Services  
480-312-2664, rgrant@scottsdaleaz.gov

8/26/14

Date

**ATTACHMENTS**

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1. Resolution No. 9879
2. Development Agreement No. 2011-155-COS-A1
3. Applicant's Narrative
4. Context Aerial
- 4A. Aerial Close-Up
5. Zoning Map
6. Final Plat
7. Site Plan

RESOLUTION NO. 9879

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT AGREEMENT NO. 2011-155-COS-A1 FOR SCOTTSDALE QUARTER, A MIXED USE DEVELOPMENT LOCATED ON THE NORTHEAST CORNER OF SCOTTSDALE ROAD AND BUTHERUS DRIVE.

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with persons having an interest in real property located in the City; and

WHEREAS, it is in the best interest of the City and owner to enter into Development Agreement No. 2011-155-COS-A1 for development of Scottsdale Quarter as a perimeter exception on property located at 15015, 15169, 15279, 15301, 15037, 15147, 15191, 15257, 15323, 15059, 15081, 15125, 15103, 15235, 15367, 15345, 15367, 15389, and 15411 N. Scottsdale Road; and

WHEREAS, this Development Agreement No. 2011-155-COS-A1 is consistent with the portions of the City's general plan applicable to the property on the date this Agreement is executed.

NOW, THEREFORE, LET IT BE RESOLVED, by the Council of the City of Scottsdale, as follows:

Section 1. That Mayor W.J. "Jim" Lane is authorized to execute Development Agreement No. 2011-155-COS-A1 after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record Development Agreement No. 2011-155-COS-A1 with the Maricopa County Recorder within ten (10) days of its execution by the Mayor.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 9<sup>th</sup> day of September, 2014.

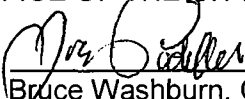
ATTEST:

CITY OF SCOTTSDALE, an Arizona  
Municipal Corporation

By: \_\_\_\_\_  
Carolyn Jagger, City Clerk

By: \_\_\_\_\_  
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By:  \_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Joe Padilla, Senior Assistant City Attorney

When recorded, mail to:

One Stop Shop  
City of Scottsdale  
7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

### **AMENDED and RESTATED DEVELOPMENT AGREEMENT**

This Amended and Restated Development Agreement (the “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, between/among SDQ Fee, LLC, a Delaware limited liability company (“**SDQ Fee**”), Kierland Crossing, LLC, a Delaware limited liability company (“**Ground Lessee**”), Crescent-SDQ III Venture, LLC, a Delaware limited liability company (“**Crescent Venture**”), SDQ III Fee, LLC, a Delaware limited liability company (“**Phase III Owner**”) and the City of Scottsdale, Arizona, a municipal corporation (the “**City**”), referred to collectively as the “**Parties**”.

### **RECITALS**

A. Arizona Revised Statutes Section (A.R.S.§) 9-500.05 authorizes the City to enter into development agreements with landowners or any other person having an interest in real property located in the City.

B. SDQ Fee owns Parcel 1, Crescent Venture owns Parcel 2, and Phase III Owner owns Parcel 3 and Parcel 4, as such parcels are legally described on the Exhibit “A” attached hereto and made a part hereof. SDQ Fee has entered into a ground lease with Ground Lessee, such that Ground Lessee has the exclusive right to utilize Parcel 1. Phase III Owner, Crescent Venture, SDQ Fee, and Ground Lessee shall be referred to collectively herein as the “**Owners**”, and such parcels are referred to collectively herein as the “**Property**.”

C. SDQ Fee, Ground Lessee, Phase III Owner and the City of Scottsdale entered into that certain Development Agreement dated January 10, 2012 (“Original Development Agreement”).

D. The parties hereto wish to amend and restate the Original Development Agreement as provided herein to provide for revisions to the planned development of the Property.

E. The project has been approved for an upscale, mixed use regional district consisting of commercial, retail/residential and office uses including parking structures, that would accommodate a total of approximately 1,434,377 square feet of mixed use development.

F. The Owners desire to develop the Property in accordance with the procedures for a perimeter exception, as set forth in the Land Divisions Ordinance (Chapter 48, Division 6, of the Scottsdale Revised Code –hereinafter referred to as a “**Perimeter Exception Development**”), the revised Final Perimeter Exception Plat approved by the City of Scottsdale Development Review Board in Case No. 1-PE-2009 and 1-PE-2009#2, , and the revised site plan as approved by the City of Scottsdale Development Review Board in Case No. 10-DR-

2007, 10-DR-2007#3, 4-DR-2013, and 6-DR-2014 (collectively, the “**Development Standards**”). The Development Standards are more fully described in the Exhibit “B” attached hereto and made a part hereof.

G. The Parties desire to enter into this Agreement to facilitate development of the Property. The Property will be planned and developed as a whole, undivided parcel for purposes of meeting City requirements for public improvements, utilities, access, parking, easements, drainage, open space, building code regulations, and applicable provisions of the City’s Design Standards and Policies Manual (“DSPM”) (“**City Requirements**”).

H. The Parties acknowledge that because the Property will be planned and developed as a whole, undivided parcel for purposes of meeting City Requirements, public facilities including, but not limited to, parking, easements, drainage, open space and landscaping will be shared (“**Shared Facilities**”) between/among the multiple buildings and/or lots into which the Property may be divided.

I. The Owners are parties to an Amended and Restated Reciprocal Easement and Operating Agreement dated November 13, 2013, which was recorded on November 15, 2013, as Instrument No. 20130988208 in the Official Records of Maricopa County, Phoenix, Arizona as amended by a First Amendment to Amended and Restated Reciprocal Easement and Operating Agreement dated June 19, 2014, which was recorded on June 20, 2014, as Instrument No. 20140405694 in said Official Records (collectively, the “**REA**”).

J. As there are multiple persons/entities owning the property, to enforce the City Requirements effectively, the City requires that one (1) entity be designated as the manager of the Property (“**Property Manager**”) to provide the City a contact and entity responsible for complying with the City Requirements and maintaining and repairing the Shared Facilities, as determined necessary by the City.

K. This Agreement is consistent with the portions of the City’s General Plan and any specific plan applicable to the Property on the date of this Agreement.

L. The Parties hereto agree that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, help maintain the property as a first class development and provide certainty useful to the Parties.

M. The City’s governing body has authorized execution of this Agreement by Resolution No. 9879.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for good and valuable consideration, the Parties agree as follows.

## **A G R E E M E N T**

### **1. Recitals.**

The foregoing Recitals are agreed to be true and correct in all respects, and are incorporated herein by this reference.

## **2. Term of the Agreement.**

2.1 Effective on the date of full execution of this Amended and Restated Development Agreement the Original Development Agreement shall be of no further force and effect with respect to matters arising after such date of full execution.

2.2 The term of this Agreement shall commence on the date first above written and end at such time as the Property is no longer used or developed as a Perimeter Exception Development, unless sooner terminated by mutual consent of the Parties

## **3. The Property Development Standards.**

The Property shall comply with the Development Standards set forth in the Development Review Board stipulations in cases 10-DR-2007, 10-DR-2007#3, 4-DR-2013, and 6-DR-2014 as modified by the Development Standards set forth in the City Council stipulations in 12-ZN-2012 and 18-ZN-2013, which are based on the Property being planned and developed as a whole, undivided parcel for purposes of meeting City Requirements.

## **4. Property Manager.**

The Owners shall comply with the following:

4.1 Appointment of Property Manager. Kierland Crossing, LLC, is hereby appointed as the Property Manager.

4.2 Authority of the Property Manager. The Property Manager has the sole authority to make all decisions regarding the compliance of any development on the Property with all applicable City Requirements. The Property Manager shall have authority to assess and collect fees from persons/entities owning any part of the Property.

4.3 Responsibility of Property Manager. The Property Manager shall be solely responsible for complying with all City Requirements in a timely and professional manner, and maintaining and repairing Shared Facilities, as reasonably determined necessary by the City.

4.4 Indemnification by Property Manager. The Property Manager shall indemnify and hold the City, its employees, agents and officials, harmless from any and all claims, actions, liabilities or costs, including reasonable attorneys' fees, that the City may incur as a result of persons/entities owning any part of the Property, or their successors and assigns, bringing any action or proceeding challenging City Requirements under this Agreement.

4.5 Assurance of a Property Manager. The Owners shall assure that the property shall always have an appointed Property Manager. If the property has no designated Property Manager, the City shall deem Kierland Crossing, LLC, to be the Property Manager

## **5. Amendment of REA.**

The City acknowledges that the Property is currently subject to the REA, and that the REA has been amended to incorporate the following provisions, to the City's satisfaction:



5.1 Responsibility for Shared Facilities. All Owners are on notice that (a) the public improvements on the Property are Shared Facilities, and (b) each Owner must comply with the City Requirements for maintaining and repairing the Shared Facilities, as reasonably determined necessary by the City.

5.2 Ownership of Shared Facilities. All Shared Facilities are identified in the REA. The REA currently identifies which Owners are responsible for which Shared Facilities, and shall be amended as necessary to identify the responsibility for future Shared Facilities that may be constructed.

5.3 Assessments. The REA has been amended to provide the Property Manager the authority to enforce the provisions of the REA, including without limitation the right to assess and collect fees for complying with City Requirements and for maintaining and repairing the Shared Facilities.

5.4 Property Manager. The REA has been amended to appoint the Property Manager, who shall assume all the obligations of the Property Manager set forth in this Agreement, and in no event will the REA be amended so as to alter the provisions that require the Owners to share responsibility for maintaining and repairing the Shared Facilities, without the City's prior written consent.

5.5 Duration. The REA shall remain in existence as long as the Property is developed as a perimeter exception.

## **6. Changes to the Property.**

If an application is submitted to the City to change the use, physical configuration, improvements, or the City Requirements as they apply to any part of the Property, the City will review the changes and impose any City Requirements as if the Property were a whole, undivided parcel as shown on the Master Site Plan approved by the City of Scottsdale Development Review Board in Case No. 10-DR-2007, 10-DR-2007#3, 4-DR-2013, and 6-DR-2014, as applicable. The City's obligation to approve any such application is conditioned upon the Property Manager's delivery of such documentation as the City may reasonably request to confirm that the Property, as changed by approval of any such application, satisfies all City Requirements.

## **7. Miscellaneous**

7.1 Notice. Any and all notices, filings, consents, approvals and other communications required or permitted hereunder shall be valid if given in writing and sent by personal delivery, or registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

One Stop Shop  
City of Scottsdale  
7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

With a copy to:	City Attorney Scottsdale City Attorney's Office 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251
If to Ground Lessee:	Kierland Crossing, LLC 180 East Broad Street, 21 <sup>st</sup> Floor Columbus, OH 43125 Attn: General Counsel
If to Property Manager:	Kierland Crossing, LLC 180 East Broad Street, 21 <sup>st</sup> Floor Columbus, OH 43125 Attn: General Counsel
If to SDQ Fee:	SDQ Fee, LLC 180 East Broad Street, 21 <sup>st</sup> Floor Columbus, OH 43125 Attn: General Counsel
If to Phase III Owner:	SDQ III Fee, LLC 180 East Broad Street, 21 <sup>st</sup> Floor Columbus, OH 43125 Attn: General Counsel
If to Crescent Venture:	Crescent-SDQ III Venture, LLC c/o Crescent Communities, LLC 227 West Trade Street Suite 1000 Charlotte, North Carolina 28202 Attn: Brian J. Natwick Telephone No. (980) 321-6234 Facsimile No. (980) 321-6240 Email: BJNatwick@Crescent-Communities.com

or to such other addresses as the Parties may designate in writing and deliver in a like manner. Any such change of address Notice shall be given at least ten (10) days before the date on which the change becomes effective. Notices given by mail are deemed delivered seventy-two (72) hours following deposit in the U.S. Postal Service.

7.2 Governing Law. This Agreement shall be governed, construed and controlled according to the laws of the State of Arizona.

7.3 No Waiver. No delay or failure to exercise any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any other provision.

7.4 Severability. The terms and conditions of this Agreement are severable. If any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

7.5 Legal Fees, Costs and Expenses. If a Party brings any action for any relief arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses, as determined by the court.

7.6 No Partnership. This Agreement does not create any partnership, joint venture or agency relationship between/among any of the Owners and/or the City.

7.7 No Third Party Beneficiaries. No provision of this Agreement is intended to benefit any third person or entity, and no such person or entity has any right or cause of action hereunder.

7.8 Entire Agreement. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter of this Agreement. No representations, agreements or understandings, oral or written, other than this Agreement shall vary its terms.

7.9 Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

7.10 Captions. The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

7.11 Cancellation of Agreement. Under A.R.S. Section 38-511, the City may cancel this Agreement. The City is unaware of any reason under A.,R.S. Section 38-511 to cancel this Agreement on its execution date.

7.12 Warranties. The Parties warrant that (a) they have read this Agreement, understand it and agree to be bound by it, (b) they have full power and authority to enter into and perform this Agreement, and (c) the person signing on behalf of each is authorized to enter into this Agreement.

7.13 Assignment. The rights and obligations of the Owners under this Agreement may be transferred or assigned, in whole or in part, in writing, to any subsequent owner of all or any

part of the Property, without consent from the City. Notice of any transfer shall be provided to the City within ten (10) days of such transfer. Under A.R.S. Section 9.500.05.D, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties and their successors and assigns.

7.14 Regulatory Compliance. The Owners agree to comply with all applicable City ordinances and state and federal laws and regulations relative to development of the Property.

7.15 Force Majeure. The Parties shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault. Nevertheless, each Party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other Parties of the problem.

7.16 Dispute Resolution. If any dispute arises among the Parties under this Agreement, then any Party may give notice to the others that the dispute exists, the Parties shall negotiate in good faith to resolve such dispute, and attempt to reach resolution within thirty (30) days of notice that such dispute exists.

7.17 Document Conflict. If a conflict arises between the terms in this Agreement and the terms in the attached Exhibits, the terms of this Agreement shall control over the terms of the Exhibits.

7.18 Amendment of the Agreement. This Agreement may be amended in whole or in part and with respect to all or any portion of the Property, only with the written consent of all the Parties or their successors and assigns.

7.19 Execution and Recordation. After City Council approval of this Agreement or any amendment, the City shall be the last Party to execute this Agreement and any Amendment. Within ten (10) days after the City executes this Agreement and any amendment, the City shall record this Agreement and any amendment of this Agreement, in its entirety, in the County Recorder's Office in Maricopa County, Arizona.

7.20 Remedies. If any Party breaches any provision of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is delivered to the defaulting Party, the non-defaulting Party is entitled to all available legal and equitable remedies. The City is not obligated to process or grant any permits, inspections or certificates of occupancy relating to the Property until the breach is cured.

7.21 Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to any other Party, or any Owner of any part of the Property, or any successors and assigns, for any breach by the City of this Agreement.

7.22 Runs with the Land. The covenants, conditions and restrictions in this Agreement created equitable servitudes upon every part of the Property in favor of the City. These

covenants, conditions and restrictions run with the land and shall be prior, superior and non-subordinated to any and all encumbrances placed against the Property after this Agreement is recorded.

7.23 Foreign States. In accordance with ARS §35-397, Developer certifies that it does not have scrutinized business operations in Sudan.

7.24 Termination. This Agreement shall terminate without further action when the Property is no longer developed and maintained as a Perimeter Exception Development. Upon termination, City shall have the right to record a document to provide notice of termination in the Land Records of Maricopa County, Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

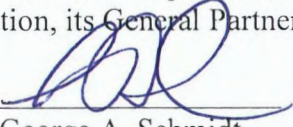
[signature pages follow]

SDQ FEE, LLC  
a Delaware limited liability company

By: SDQ Fee Holdings, LLC  
a Delaware limited liability company, its Sole Member

By: Glimcher Properties Limited Partnership  
a Delaware limited partnership, its Sole Member


By: Glimcher Properties Corporation, a Delaware  
corporation, its General Partner

By:   
George A. Schmidt  
Executive Vice President

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF FRANKLIN        )

This instrument was acknowledged before me this 21 day of August, 2014, by George A. Schmidt, as Executive Vice President of Glimcher Properties Corporation, a Delaware corporation, on behalf of said corporation, in its capacity as general partner of Glimcher Properties Limited Partnership, a Delaware limited partnership, and the sole member of SDQ Fee Holdings, LLC, a Delaware limited liability company, for and on behalf of said limited liability company, in its capacity as sole member of SDQ FEE, LLC, a Delaware limited liability company, for and on behalf of said entity.



JANELLE R. COURTRIGHT  
Notary Public, State of Ohio  
My Commission Expires 6-28-21 

Notary Public

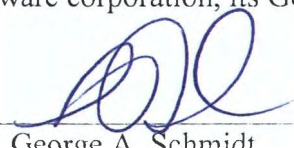
My commission expires:

KIERLAND CROSSING, LLC  
a Delaware limited liability company

By: GLIMCHER KIERLAND CROSSING, LLC,  
a Delaware limited liability company, its Managing  
Member

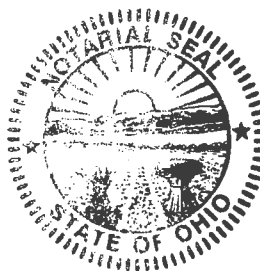
By: GLIMCHER PROPERTIES LIMITED  
PARTNERSHIP, a Delaware limited partnership,  
its sole Member

By: GLIMCHER PROPERTIES CORPORATION,  
a Delaware corporation, its General Partner

By:   
George A. Schmidt  
Executive Vice President

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF FRANKLIN        )

This instrument was acknowledged before me this 21 day of August, 2014,  
by George A. Schmidt, as Executive Vice President of Glimcher Properties Corporation, a  
Delaware corporation, on behalf of said corporation, in its capacity as general partner of  
Glimcher Properties Limited Partnership, a Delaware limited partnership, and the sole member  
of Glimcher Kierland Crossing, LLC, a Delaware limited liability company, for and on behalf of  
said limited liability company, in its capacity as sole member of Kierland Crossing, LLC, a  
Delaware limited liability company, for and on behalf of said entity



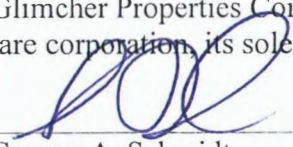
JANELLE R. COURTRIGHT  
Notary Public, State of Ohio  
My Commission Expires 6-28-2018

  
Notary Public  
My commission expires:

SDQ III FEE, LLC  
a Delaware limited liability company

By: Glimcher Properties Limited Partnership  
a Delaware limited partnership, its sole member

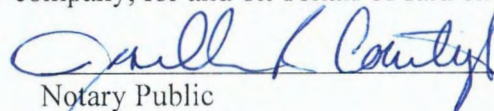
By: Glimcher Properties Corporation  
a Delaware corporation, its sole general partner

By:   
George A. Schmidt  
Executive Vice President

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF FRANKLIN        )

This instrument was acknowledged before me this 21 day of August, 2014,  
by George A. Schmidt, as Executive Vice President of Glimcher Properties Corporation, a  
Delaware corporation, on behalf of said corporation, in its capacity as general partner of  
Glimcher Properties Limited Partnership, a Delaware limited partnership, and the sole member  
of SDQ III Fee, LLC, a Delaware limited liability company, for and on behalf of said entity.



  
Notary Public

My commission expires:



CRESCENT - SDQ III VENTURE, LLC,  
a Delaware limited liability company

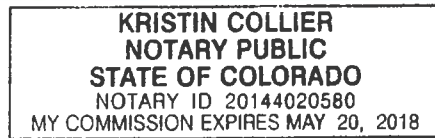
By: Crescent Scottsdale Quarter Venture, LLC, a  
Delaware limited liability company, its  
Member

By: Crescent Communities, LLC, a  
Georgia limited liability company,  
its Manager

By: [SEAL]  
Name: JAMES M. CAULEY, JR.  
Title: SRP

STATE OF Colorado )  
COUNTY OF Arapahoe )

) ss:



The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2014, by James Cauley, the SRP of Crescent Communities, LLC, which is the Manager of Crescent Scottsdale Quarter Venture, LLC, which is a member of CRESCENT - SDQ III VENTURE, LLC, for and on behalf of said company.

Commission Expires:

May 20, 2018  
[Signature]  
Notary Public

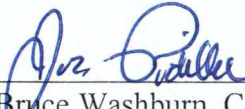
**CITY OF SCOTTSDALE, ARIZONA,**  
a municipal corporation

Attest:

\_\_\_\_\_  
W. J. "Jim" Lane – Mayor

\_\_\_\_\_  
Carolyn Jagger – City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Joe Padilla, Sr. Assistant City Attorney

STATE OF ARIZONA                    )  
  ) ss:  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by W.J. "Jim" Lane, the Mayor of the City of Scottsdale, for and on behalf of said city.

Commission Expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
LEGAL DESCRIPTION  
SCOTTSDALE QUARTER  
CITY OF SCOTTSDALE, ARIZONA**

**PARCEL 1:**

A portion of the northwest quarter of Section 11 and the southwest quarter of Section 2, Township 3 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona being described as follows:

COMMENCING at a brass cap in a hand hole found at the northwest corner of said Section 11, being the point of intersection of the monumented centerlines of Greenway-Hayden Loop as shown on the Scottsdale Research Park, Map of Dedication as recorded in Book 259, Page 38, records of Maricopa County, Arizona and Scottsdale Road as shown on Thunderbird Industrial Airpark No. 3-A as recorded in Book 160, Page 8, records of Maricopa County, Arizona, from which a brass cap in a hand hole found at the intersection of the centerlines of said Scottsdale Road and Butherus Road as shown on said Thunderbird Industrial Airpark No. 3-A bears South 01°08'00" West, 1,100.20 feet; thence along the monumented centerline of said Greenway-Hayden Loop, South 89°40'34" East, 65.07 feet to a brass cap found at a point on a non-tangent curve, the radius point of which bears North 00°19'08" East 2,000.00 feet; thence easterly, 590.71 feet along the arc of said curve, concave to the north and along said monumented centerline through a central angle of 16°55'21"; thence South 16°36'13" East, 65.00 feet to a PK Nail with washer marked "DEA 14959" found at a point on the southerly right of way line of said Greenway-Hayden Loop and the TRUE POINT OF BEGINNING;

thence continuing South 16°36'13" East, 40.25 feet to a PK Nail with washer marked "DEA 14959" found at a point of curvature having a radius of 150.00 feet;

thence southerly, 46.47 feet along the arc of said curve concave to the west, through a central angle of 17°44'55" to a found PK Nail with washer marked "DEA 14959";

thence South 01°08'42" West, 998.15 feet to a PK Nail with washer marked "DEA 14959" found on a point on the northerly right of way line of Butherus Road as shown on the Map of Dedication for Scottsdale Quarter as recorded in Book 1020, Page 26, records of Maricopa County, Arizona;

thence along said northerly right of way line, North 88°51'18" West, 13.84 feet to a found PK Nail with washer marked "DEA 14959";

thence continuing along said northerly right of way line, South 01°08'42" West, 2.00 feet to a PK Nail with washer marked "DEA 14959" found at a point on the northerly right of way line of Butherus Road as shown on said Thunderbird Industrial Airpark No. 3-A;

thence along last said northerly right of way line, North 88°51'18" West, 195.74 feet to a ½" rebar with cap marked "DEA 14959" found at a point on the northerly right of way line of Butherus Road as shown on said Map of Dedication for Scottsdale Quarter;

thence along last said northerly right of way line, North 01°08'42" East, 5.00 feet to a found ½" rebar with cap marked "DEA 14959";

thence continuing along said northerly right of way line, North  $88^{\circ}51'18''$  West, 202.57 feet to a found PK Nail with washer marked "DEA 14959";

thence continuing along said northerly right of way line, South  $01^{\circ}08'42''$  West, 5.00 feet to a PK Nail with washer marked "DEA 14959" found at a point on the northerly right of way line of Butherus Road as shown on said Thunderbird Industrial Airpark No. 3-A;

thence along last said northerly right of way line, North  $88^{\circ}51'18''$  West, 182.77 feet to a  $\frac{1}{2}$ " rebar with cap marked "DEA 14959" found at a point of curvature having a radius of 25.00 feet;

thence continuing northwesterly along said northerly right of way line, 39.26 feet along the arc of said curve concave to the northeast, through a central angle of  $89^{\circ}59'18''$  to a PK Nail with washer marked "DEA 14959" found at a point on the easterly right of way line of Scottsdale Road as recorded on said Thunderbird Industrial Airpark No. 3-A;

thence along said easterly right of way line, North  $01^{\circ}08'00''$  East, 941.49 feet to a PK Nail with washer marked "DEA 14959" found at a point of curvature having a radius of 20.00 feet;

thence northeasterly, 30.95 feet along the arc of said curve concave to the southeast, through a central angle of  $88^{\circ}40'15''$  to a PK Nail with washer marked "DEA 14959" found at a point of reverse curvature having a radius of 2,065.00 feet, said point being on the southerly right of way line of said Greenway-Hayden Loop;

thence easterly along said southerly right of way line, 591.35 feet along the arc of said curve concave to the north, through a central angle of  $16^{\circ}24'28''$  to the TRUE POINT OF BEGINNING.

Said parcel containing 631,748 square feet or 14.503 acres, more or less.

## PARCEL 2:

A portion of the northwest quarter of Section 11 and the southwest quarter of Section 2, Township 3 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona being described as follows:

COMMENCING at a brass cap in a hand hole found at the northwest corner of said Section 11, being the point of intersection of the monumented centerlines of Greenway-Hayden Loop as shown on the Scottsdale Research Park, Map of Dedication as recorded in Book 259, Page 38, records of Maricopa County, Arizona and Scottsdale Road as shown on Thunderbird Industrial Airpark No. 3-A as recorded in Book 160, Page 8, records of Maricopa County, Arizona, from which a brass cap in a hand hole found at the intersection of the centerlines of said Scottsdale Road and Butherus Road as shown on said Thunderbird Industrial Airpark No. 3-A bears South  $01^{\circ}08'00''$  West, 1,100.20 feet; thence along the monumented centerline of said Greenway-Hayden Loop, South  $89^{\circ}40'34''$  East, 65.07 feet to a brass cap found at a point on a non-tangent curve, the radius point of which bears North  $00^{\circ}19'08''$  East 2,000.00 feet; thence easterly, 590.71 feet along the arc of said curve, concave to the north and along said monumented centerline through a central angle of  $16^{\circ}55'21''$ ; thence South  $16^{\circ}36'13''$  East, 65.00 feet to a PK Nail with washer marked "DEA 14959" found at a point on the southerly right of way line of said Greenway-Hayden Loop and the TRUE POINT OF BEGINNING; said point also being the beginning of a non-tangent curve concave to the north, the radius point of which bears

North 16°36'13" West, 2,065.00 feet;

thence easterly along said southerly right of way line, 326.49 feet along the arc of said curve, through a central angle of 09°03'32" to a ½" rebar with cap marked "RLS 33315" on a point of reverse curvature having a radius of 20.00 feet;

thence continuing easterly along said southerly right of way line, 32.63 feet, along the arc of said curve concave to the south, through a central angle of 93°29'01" to a ½" rebar with cap marked "RLS 33315" at a point of compound curvature, having a radius of 370.00 feet, said point being on the westerly right of way line of 73<sup>rd</sup> Street as recorded on said Scottsdale Research Park, Map of Dedication;

thence southerly along said westerly right of way line, 155.03 feet along the arc of said curve concave to the west, through a central angle of 24°00'27" to a ½" rebar with cap marked "RLS 33315", said point being on the westerly right of way line of 73<sup>rd</sup> Street as recorded on said Thunderbird Industrial Airpark No. 3-A;

thence continuing along said westerly right of way line, South 01°08'27" West, 259.54 feet to a found PK Nail with washer marked "DEA 14959";

thence North 88°51'18" West, 340.01 feet to a found PK Nail with washer marked "DEA 14959";

thence North 01°08'42" East, 212.68 feet to a PK Nail with washer marked "DEA 14959" found at a point of curvature having a radius of 150.00 feet;

thence northerly along the arc of said curve concave to the west, 46.47 feet through a central angle of 17°44'55" to a PK Nail with washer marked "DEA 14959";

thence North 16°36'13" West, 40.25 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 124,126 square feet or 2.850 acres, more or less.

#### PARCEL 3:

A portion of Lot 3, "Final Plat for Scottsdale Quarter", as recorded in Book 1136, Page 49, records of Maricopa County, Arizona, located within the northwest quarter of Section 11, Township 3 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows:

BEGINNING at a PK Nail with washer marked "DEA 14959" found at the northwest corner of said Lot 3, thence along the north line of said Lot 3, South 88°51'18" East, 340.01 feet to a PK Nail with washer marked "DEA 14959" found at northeast corner thereof, and a point on the westerly right of way line of 73<sup>rd</sup> Street as shown on the "Map of Dedication for Scottsdale Quarter", as recorded in Book 1020, Page 26, records of Maricopa County, Arizona;

thence along the east line of said Lot 3, and along said westerly right of way line, South 01°08'27" West, 440.50 feet;

thence leaving said east line and said westerly right of way line, North 88°51'18" West, 340.04

feet to a point on the west line of said Lot 3;

thence along the west line of said Lot 3, North 01°08'42" East, 440.50 feet to the POINT OF BEGINNING.

Said parcel containing 149,782 square feet or 3.439 acres, more or less.

PARCEL 4:

A portion of the northwest quarter of Section 11, Township 3 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona and being a portion of Lot 3 and all of Lot 4, FINAL PLAT FOR SCOTTSDALE QUARTER, per Book 1136, Page 49, records of Maricopa County, Arizona and being described as follows:

BEGINNING at the southwest corner of said Lot 4, being a PK Nail with washer marked "DEA 14959", thence, along the west line of said Lots 3 and 4, North 01°08'42" East, 344.98 feet;

thence South 88°51'18" East, 340.04 feet to a point on the westerly right of way line of 73<sup>rd</sup> Street and the east line of said Lot 3;

thence along said westerly right of way line, South 01°08'27" West, 204.42 feet to a PK Nail with washer marked "DEA 14959" found at a point on the westerly right of way line of 73<sup>rd</sup> Street as shown on the Map of Dedication for Scottsdale Quarter as recorded in Book 1020, Page 26, records of Maricopa County, Arizona;

thence along said westerly right of way line, North 88°51'33" West, 4.00 feet to a rebar with cap marked "DEA 14959";

thence continuing along said westerly right of way line, South 01°08'27" West, 116.56 feet to a PK Nail with washer marked "DEA 14959";

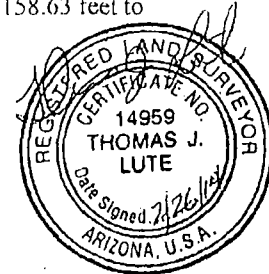
thence continuing along said westerly right of way line, South 46°08'35" West, 36.77 feet to a rebar with cap marked "DEA 14959" found at a point on the northerly right of way line of Butherus Road and the south line of said Lot 4;

thence along said northerly right of way line, North 88°51'18" West, 151.44 feet to a PK Nail with washer marked "DEA 14959" found at a point on the northerly right of way line of Butherus Road as shown on said Map of Dedication for Scottsdale Quarter;

thence along said northerly right of way line, North 01°08'42" East, 2.00 feet to a PK Nail with washer marked "DEA 14959";

thence continuing along said northerly right of way line, North 88°51'18" West, 158.63 feet to the POINT OF BEGINNING.

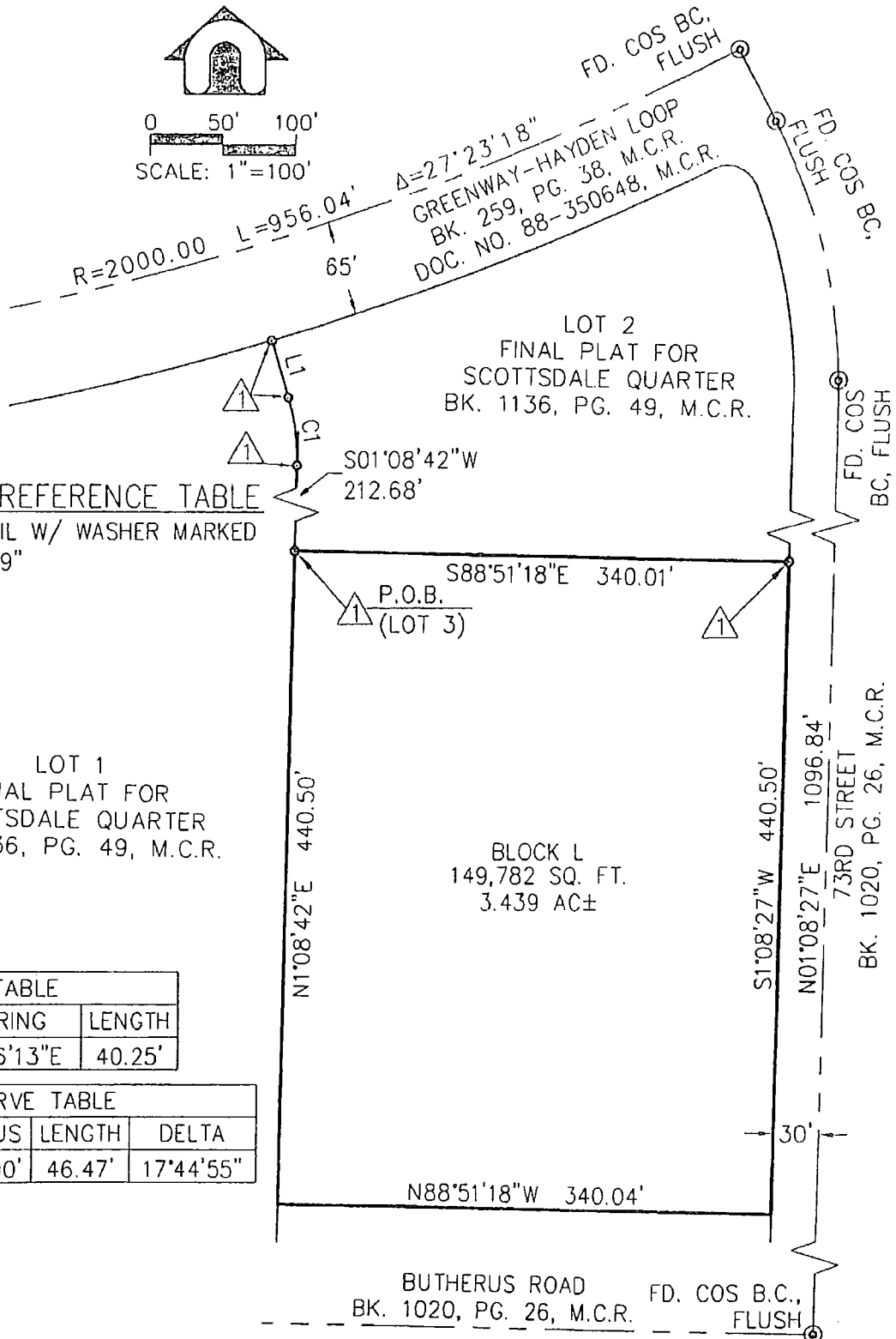
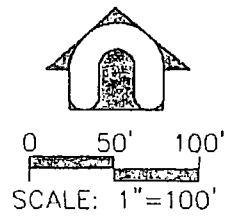
Said parcel containing 116,767 square feet or 2.681 acres, more or less.












# MONUMENT REFERENCE TABLE

- 1 FD. PK NAIL W/ WASHER MARKED "DEA 14959"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S16°36'13"E	40.25'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	150.00'	46.47'	17°44'55"

SCALE: 1"=100'	DATE: 2/2014	<b>EXHIBIT FOR</b> <b>BLOCK L - SCOTTSDALE QUARTER</b> <b>CITY OF SCOTTSDALE, ARIZONA</b>	 <b>DAVID EVANS AND ASSOCIATES INC.</b> 4600 East Washington Street, Suite 430 Phoenix Arizona 85034 Phone: 602.678.5151
SHEET			
7 OF 8			



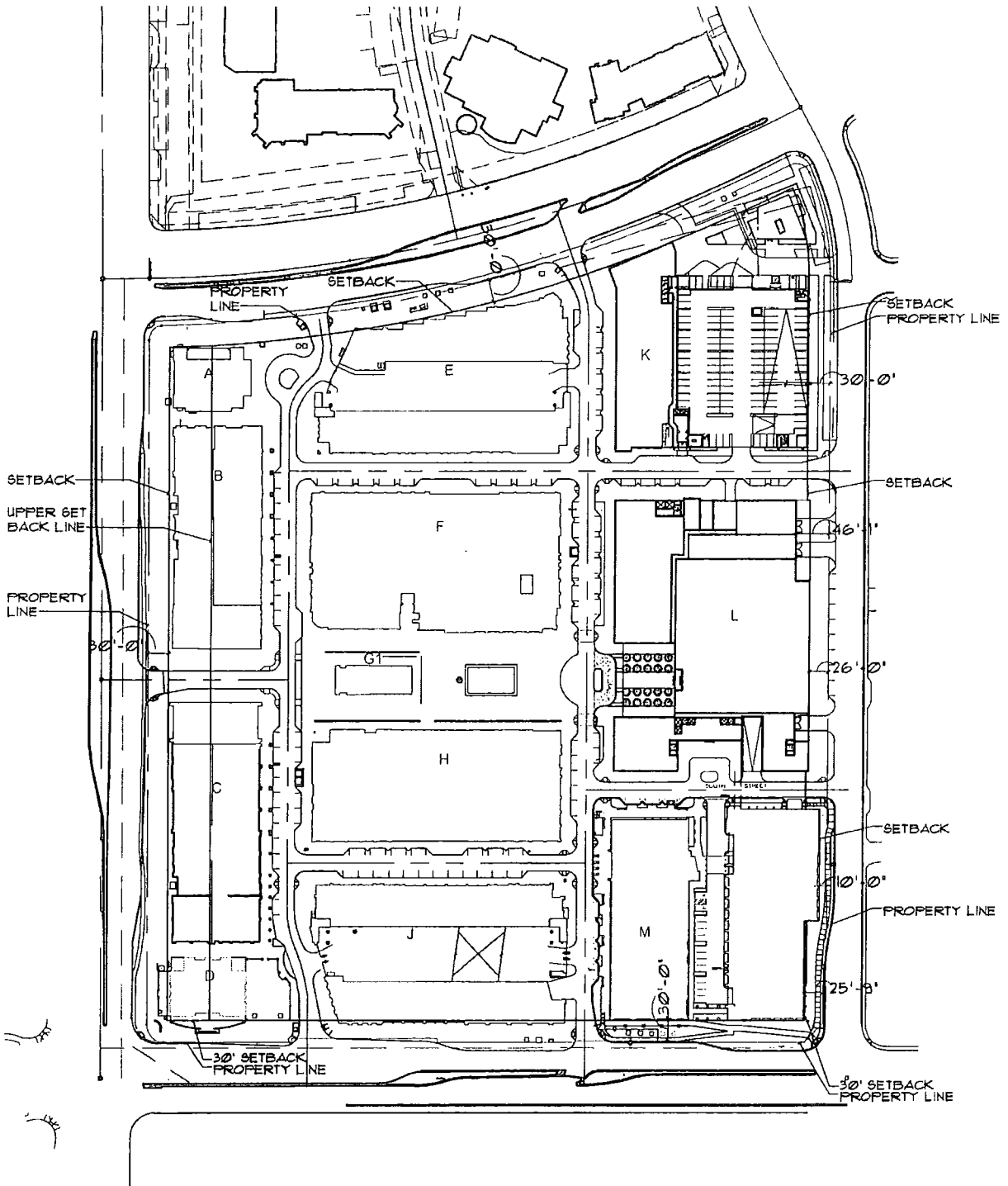
## EXHIBIT "B"

### DEVELOPMENT STANDARDS

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Zoning:	PRC
Gross Site Area:	1,246,149.70 28.61 Acres
Net Site Area:	1,024,555.00 23.52 Acres
<u>Open Space Calculations</u>	
Open Space Required:	204,911 sf
= 20% max of net site area (1,024,555 x .2)	
Total Open Space Provided:	306,166 sf
Frontage Space Required:	51,228 sf
=25% of Req'd Open Space (204,911 x .25)	
Frontage Space Provided:	59,437 sf
<u>Block K Open Space:</u>	
Open space 5% Increase Requirement:	
Base (124,274 x .20) + Additional (124,274 x .05):	31,067.40 sf
Total Open Space Provided:	55,917 sf
<u>Block M Open Space:</u>	
Open space 5% Increase Requirement:	
Base (116,781 x .20) + Additional (116,781 x .05):	29,195.25 sf
Total Open Space Provided:	34,617 sf
<u>Block L Open Space:</u>	
Open space 5% Increase Requirement:	
Base (149,778 x .20) + Additional (149,778 x .05):	37,446.5 sf
Total Open Space Provided:	82,965 sf
Maximum Building Height: (Base)	60'-0"
Maximum Building Height: (Block K, L, M)	90'-0" (Inclusive of Rooftop Appurtenances)
Building Setback	30' (Varies on 73 <sup>rd</sup> Street)
FAR Allowed (w/o residential)	1.0 (1,024,555.00 sf)
Office Allowed (40% of Commercial)	(1,024,555 x .40) 409,822 sf
Residential Allowed (50% of Commercial) (Cap at .8 FAR)	409,882 sf

# EXHIBIT "B"



1

## Development Standards

SCALE: N.T.S.

Exhibit B page 2 of 2

CONTRACT #  
2011-155-COS-A1

## SCOTTSDALE QUARTER

GLIMCHER  
NELSEN PARTNERS, INC.  
2/21/2014

### PROJECT NARRATIVE

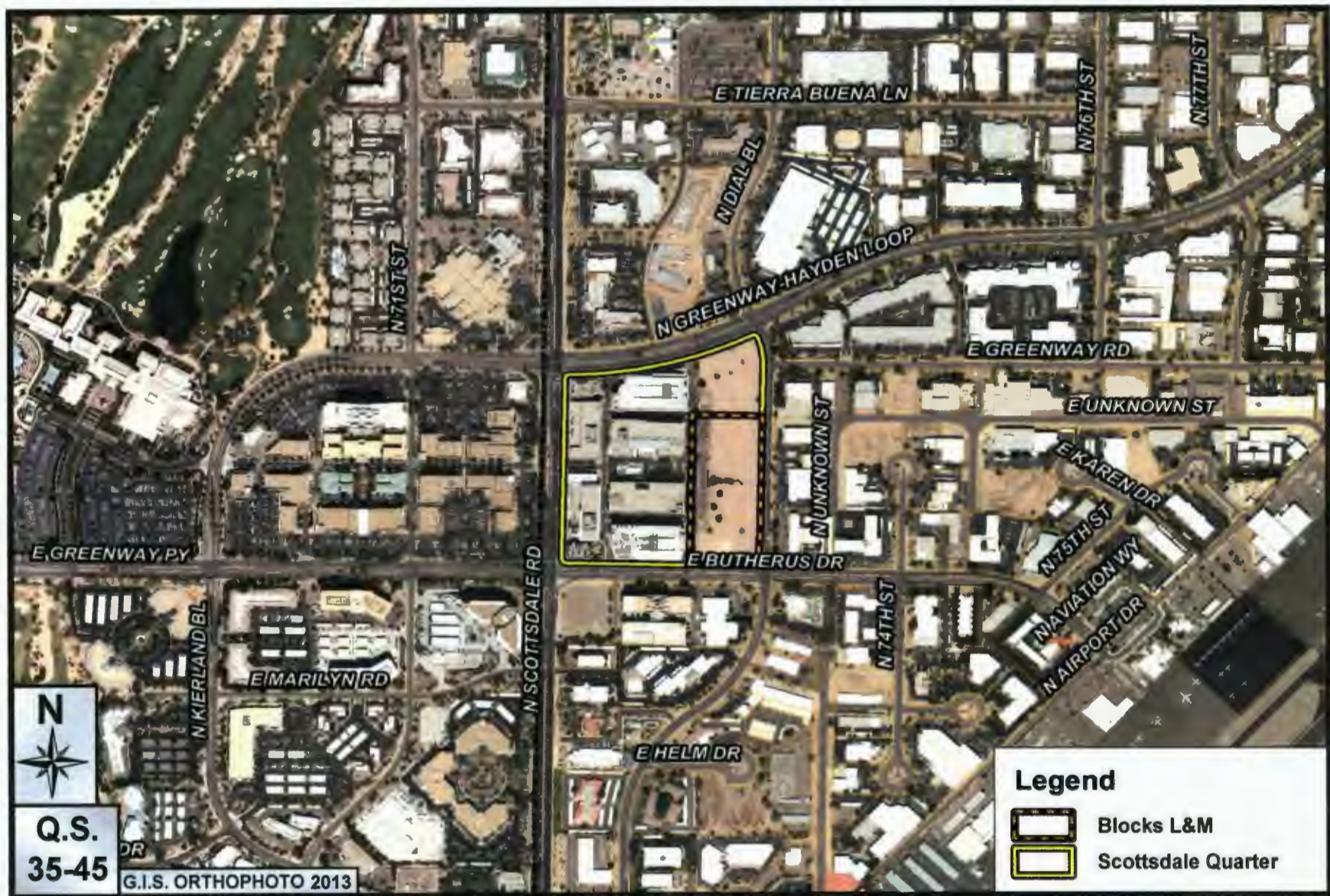
This perimeter exception update request is for Block L & M at Scottsdale Quarter. Scottsdale Quarter encompasses 28.61 Gross AC of PRC zoning in the Scottsdale Airpark. Block M comprises 2.681 Ac. and Block L 3.439 Ac. of the development following this request.

The property is located across the street from Kierland Commons, which is on the west side of Scottsdale Rd in the City of Phoenix. Scottsdale Quarter has been successful in fulfilling the vision it created when the property was originally rezoned back in 2005. The current site has completed Phases I & II of the vision for Scottsdale Quarter. Block K has been approved and is under construction as the first piece of the Phase III development. Phase III Block M is the second portion to be completed and will be the basis for our design review request.

Our request will allow for the implementation of the requested rezoning of blocks L and M. This request is to move the Phase III portion of South Street north as indicated on the attached plat.

As part of the phase III master plan Block M will be the second portion to be developed and will include integrated office above +/- 30,000 SF of retail. It will be planned and constructed per the 2012 International Green Construction Code.





## Scottsdale Quarter – Perimeter Exception

**1-PE-2009#2**

ATTACHMENT #4





## Scottsdale Quarter – Perimeter Exception



Zoning Map

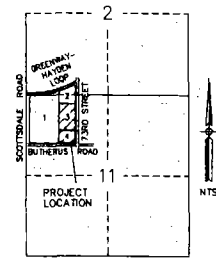


**1-PE-2009#2**  
ATTACHMENT #5



# REPLAT OF LOTS 3 AND 4 FOR SCOTTSDALE QUARTER

A REPLAT OF LOTS 3 AND 4, "FINAL PLAT FOR SCOTTSDALE QUARTER" AS RECORDED IN BOOK 1136, PAGE 49, RECORDS OF MARICOPA COUNTY, LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA.



TOWNSHIP 3 NORTH, RANGE 4 EAST

VICINITY MAP

**DEDICATION**

STATE OF ARIZONA }  
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS:

THAT SIO II FEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS PLATED UNDER THE NAME "REPLAT OF LOTS 3 AND 4 FOR SCOTTSDALE QUARTER" A REPLAT OF LOTS 3 AND 4 TO THE "FINAL PLAT FOR SCOTTSDALE QUARTER" AS RECORDED IN BOOK 1136, PAGE 49, M.C.R., LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "REPLAT OF LOTS 3 AND 4 FOR SCOTTSDALE QUARTER". AS SHOWN HEREON, SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN ON SAID PLAT. THIS BEING THE SOLE PURPOSE OF THE REPLAT, ALL OTHER CONDITIONS OF THE "FINAL PLAT FOR SCOTTSDALE QUARTER" REMAIN EXACTLY AS PER THE PLAT RECORDED IN BOOK 1136, PAGE 49, M.C.R.

SIO II FEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DOES HEREBY DEDICATE TO THE OWNERS OF LOTS 3A AND 4A, AS SHOWN HEREON AND THE OWNERS OF LOTS 1 AND 2, "FINAL PLAT FOR SCOTTSDALE QUARTER" AS RECORDED IN BOOK 1136, PAGE 49, M.C.R.:

A PERPETUAL, NON-EXCLUSIVE PRIVATE ACCESS EASEMENT (A.E.) UPON, OVER AND ACROSS LOTS 3A AND 4A AS SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS TO PROVIDE PEDESTRIAN AND VEHICULAR ACCESS FOR OWNERS AND THEIR SUCCESSORS, ASSIGNS, CUSTOMERS, TENANTS, SUPPLIERS AND WHITES. THIS EASEMENT SHALL RUN WITH THE LAND.

SIO II FEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DOES HEREBY DEDICATE TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION:

1. A PERPETUAL, NON-EXCLUSIVE SIGHT DISTANCE EASEMENT (S.D.E.) UPON, OVER AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE IS TO PRESERVE THE AREA AS SHOWN HEREON AS A SAFETY VISIONARY AREA FREE OF ANY OBSTRUCTIONS TO THE VIEW OF PERSONS LOOKING ACROSS THE SAID PROPERTY AND BUILDINGS. WITHOUT LIMITATION, GRANTOR SHALL NOT ALLOW OR SUFFER TO EXIST UPON THE PROPERTY ANY BUILDINGS, WALLS, TREES, OBSTRUCTIONS, SCREENS OR OTHER STRUCTURES OF THINGS EXCEEDING A HEIGHT OF 18 INCHES.
2. A PERPETUAL, NON-EXCLUSIVE PUBLIC NON-MOTORIZED ACCESS EASEMENT (P.N.M.A.E.) UPON, OVER AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS FOR ALL FORMS OF NON-MOTORIZED TRANSPORTATION (TOGETHER WITH MOTORIZED EASEMENTS, LAW ENFORCEMENT, AND SERVICE VEHICLES, AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION, AND REPLACEMENT FROM TIME TO TIME OF IMPROVEMENTS RELATED THEREIN).
3. A PERPETUAL, NON-EXCLUSIVE WATER LINE EASEMENT (W.L.E.) UPON, OVER, UNDER AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS FOR UNDERGROUND WATER PIPES, ABOVE GROUND APPURTENANCES AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION AND REPLACEMENT FROM TIME TO TIME OF PIPES AND MANHOLES, VALVES, ACCESS VAULTS, AND FACILITIES RELATED THEREIN.
4. A PERPETUAL, NON-EXCLUSIVE VEHICULAR NON-ACCESS EASEMENT (V.N.A.E.) UPON, OVER AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS TO PROHIBIT VEHICULAR ACCESS, CONSTRUCTION OF ANY STRUCTURE OR DEVELOPMENT OF ANY KIND SHALL NOT BE PERMITTED ON OR WITHIN SAID EASEMENT EXCEPT AS ALLOWED UNDER CITY OF SCOTTSDALE ORDINANCES.

THE OWNER WARRANTS THAT THIS PLAT IS IN COMPLIANCE WITH CITY OF SCOTTSDALE'S LAND DIVISIONS ORDINANCE, AND THE DESIGN STANDARDS AND POLICIES MANUAL SPECIFICATIONS.

THE OWNER WARRANTS TO THE CITY OF SCOTTSDALE THAT THEY ARE THE OWNER OF THE PROPERTY ON THIS PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON/ENTITY HAVING ANY INTEREST IN THE PROPERTY ADVISE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES OR OTHER PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS PLAT HAS CONSENTED TO OR JOINED IN THIS PLAT, AS EVIDENCED BY THE INSTRUMENTS RECORDED WHICH ARE RECORDED IN THE MARICOPA COUNTY RECORDER'S OFFICE OR WHICH THE OWNER WILL RECORD NO LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS THIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND GRANTOR HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS IN FAVOR OF THE GRANTEE'S SUCCESSORS AND ASSIGNS.

SIO II FEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SIO FEE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE EQUITY MEMBER

BY: GUMCHER PROPERTIES LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, ITS SOLE MEMBER

BY: GUMCHER PROPERTIES CORPORATION, A DELAWARE CORPORATION, ITS SOLE GENERAL PARTNER

BY: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

**ACKNOWLEDGMENT**

STATE OF OHIO }  
COUNTY OF FRANKLIN }

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

BY: GEORGE A. SCHMIDT, EXECUTIVE VICE PRESIDENT FOR AND ON BEHALF OF SIO II FEE, LLC

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**OWNER**

SIO II FEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
180 EAST BROAD STREET  
COLUMBUS, OH 43215  
(614) 867-5690

**SURVEYOR**

DAVID EVANS AND ASSOCIATES, INC.  
4600 EAST WASHINGTON STREET, SUITE 430  
PHOENIX, AZ 85034  
(602) 678-5151

**NOTES**

1. THIS DEVELOPMENT IS ON THE CITY OF SCOTTSDALE WATER SYSTEM, WHICH HAS A CERTIFICATION OF ASSURED WATER SUPPLY.
2. CITY OF SCOTTSDALE AVIATION EASEMENT, RECORDED IN DOC. NO. 2013-0137162, RECORDS OF MARICOPA COUNTY, AFFECTS THE SUBJECT PROPERTY. THIS PLAT LIES WITHIN CLOSE PROXIMITY TO THE SCOTTSDALE AIRPORT ("THE AIRPORT"), WHICH IS LOCATED BETWEEN FRANK LLOYD WRIGHT BOULEVARD ON THE NORTH, PHA ROAD ON THE EAST, THUNDERBOLT ROAD ON THE SOUTH AND SCOTTSDALE ROAD ON THE WEST. THE AIRPORT IS A GENERAL AVIATION RELIEVER/COMMERCIAL SERVICE AIRPORT FOR THE SCOTTSDALE AND PHOENIX AREAS.
3. THIS PLAT IS SUBJECT TO THE CITY OF SCOTTSDALE DEVELOPMENT AGREEMENT AS RECORDED IN MARICOPA COUNTY RECORDERS DOCUMENT NO. 2012-0028612.
4. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
5. TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 13001274-040-000, FILE NO. 13-47574/17796527, EFFECTIVE DATE: JULY 8, 2014, REVISED DATE: JULY 16, 2014, WAS REFERENCED WHILE PREPARING THIS SURVEY.
6. CONSTRUCTION OF ALLOWED IMPROVEMENTS WITHIN PUBLIC UTILITY EASEMENTS SHALL BE LIMITED TO WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING.
7. PORTIONS OF THE ACCESS EASEMENT, SIGHT DISTANCE EASEMENT, VEHICULAR NON-ACCESS EASEMENT, TRAFFIC SAFETY TRIANGLE EASEMENT AND THE WATER LINE EASEMENT DEDICATED ON LOTS 3 AND 4, ACCORDING TO SCOTTSDALE QUARTER MAP OF DEDICATION, RECORDED IN BOOK 1020, PAGE 26, M.C.R., HAVE BEEN RELEASED VIA SEPARATE INSTRUMENTS RECORDED IN DOCUMENT NO. 2014-0487460, DOCUMENT NO. 2014-0487461, DOCUMENT NO. 2014-0487462, DOCUMENT NO. 2014-0487463 AND DOCUMENT NO. 2014-0487465, M.C.R.
8. THIS PLAT IS SUBJECT TO THE CITY OF SCOTTSDALE DEVELOPMENT AGREEMENT AS RECORDED IN MARICOPA COUNTY RECORDERS DOCUMENT NO. \_\_\_\_\_

**SHEET INDEX**

- 1 COVER SHEET, DEDICATION, RATIFICATION, SIGNATURES
- 2 PLAT BOUNDARY, LOT LAYOUT
- 3 EASEMENTS DEDICATED HEREON, EXISTING EASEMENTS PER BK 1020, PG. 26 & BK 1136, PG. 49, MCR
- 4 EXISTING EASEMENTS FROM OTHER RECORDED DOCUMENTS
- 5 DETAILS - EASEMENTS DEDICATED HEREON
- 6 DETAILS - EASEMENTS DEDICATED HEREON

**BASIS OF BEARINGS**

NORTH 01°00'00" EAST, ACCORDING TO THE FINAL PLAT FOR "SCOTTSDALE QUARTER", AS RECORDED IN BOOK 1136, PAGE 49, RECORDS OF MARICOPA COUNTY, ARIZONA, AND SHOWN AS THE BEARING BETWEEN A BRASS CAP IN HANDHOLE FOUND AT THE INTERSECTION OF SCOTTSDALE ROAD AND BROTHERS ROAD, AND A BRASS CAP IN HANDHOLE FOUND AT THE INTERSECTION OF SCOTTSDALE ROAD AND GREENWAY-HAYDON LOOP.

**ZONING**

ACCORDING TO THE CITY OF SCOTTSDALE, THIS SITE IS SITUATED WITHIN ZONE "PRC" - PLANNED REGIONAL CENTER.

**LAND AREA**

LOT 3A: 149,782 SQ. FT. OR 3.439 AC.±  
LOT 4A: 118,767 SQ. FT. OR 2.681 AC.±  
TOTAL: 268,549 SQ. FT. OR 6.120 AC.±

**APPROVALS**

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BY \_\_\_\_\_ MAYOR.

ATTEST BY: \_\_\_\_\_ CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALE'S DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

BY: \_\_\_\_\_ CHIEF DEVELOPMENT OFFICER DATE \_\_\_\_\_

THIS SUBDIVISION HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD (DRB) CASE NO. 10-DR-2007, 8-DR-2014, AND ZONING CASE(S) NO. 14-ZN-2005, 1-PE-2006, 12-ZN-2012, 18-ZN-2013, AND ALL CASE RELATED STIPULATIONS.

BY: \_\_\_\_\_ PLAT COORDINATOR DATE \_\_\_\_\_

**CERTIFICATION**

- THIS IS TO CERTIFY THAT:
1. I AM A REGISTERED LAND SURVEYOR REGISTERED TO PRACTICE IN ARIZONA;
  2. THIS PLAT WAS MADE UNDER MY DIRECTION;
  3. THIS PLAT MEETS THE "MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS";
  4. THE SURVEY AND DIVISION OF THE SUBJECT PROPERTY DESCRIBED AND PLATTED HEREON WERE MADE DURING THE PERIOD OF OCTOBER 2013;
  5. THE SURVEY IS TRUE AND COMPLETE AS SHOWN;
  6. MONUMENTS SHOWN ACTUALLY EXIST;
  7. THEIR POSITIONS ARE CORRECTLY SHOWN; AND
  8. SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS J. LUTE, AZ RLS NO. 14859



EXPIRES: 6/30/2015

REPLAT OF  
LOTS 3 AND 4  
SCOTTSDALE QUARTER  
SCOTTSDALE, ARIZONA

SCALE:

SECTION: 11

TOWNSHIP: 3N

RANGE: 4E

SHEET 1 OF 5

JOB NO. GLR0000-0004

PLAN CHECK #1003-08-2

DATE: 8/2014

CHECKED BY: T.L.

DRAWN BY: RCH

DATE: 8/2014

DATE: 8/2014

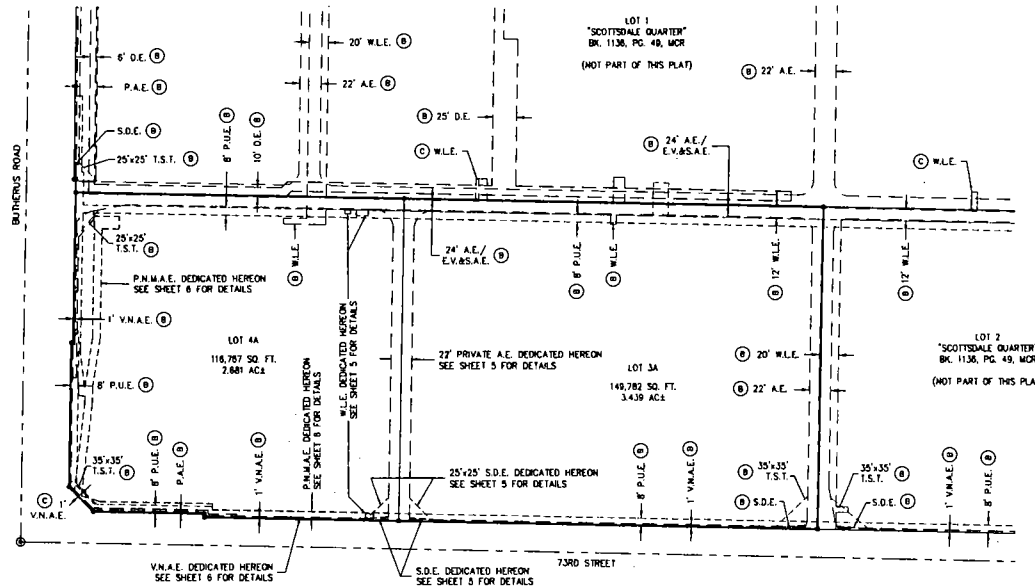
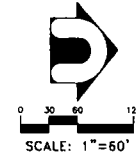
DATE: 8/2014

DATE: 8/2014

DATE: 8/2014



THIS SHEET SHOWS THE EASEMENTS DEDICATED ON THIS PLAT, THE EASEMENTS AS RECORDED ON THE MAP OF DEDICATION FOR SCOTTSDALE QUARTER, BOOK 1020, PAGE 26, M.C.R. AND THE FINAL PLAT FOR SCOTTSDALE QUARTER, BOOK 1136, PAGE 49, M.C.R.



#### LEGEND

—	BOUNDARY LINE	M.C.R.	MARICOPA COUNTY RECORDS	(R)	THUNDERBIRD INDUSTRIAL AIRPARK NO. 3-A, BK. 160, PG. 8, M.C.R.
—	CENTER LINE	P.U.E.	PUBLIC UTILITY EASEMENT	(R1)	SCOTTSDALE RESEARCH PARK, MAP OF DEDICATION, BK. 259, PG. 38, M.C.R.
—	RIGHT OF WAY LINE	P.A.E.	PUBLIC ACCESS EASEMENT	(R2)	THUNDERBIRD INDUSTRIAL AIRPARK NO. 2 BOOK 118, PAGE 10, M.C.R.
—	EASEMENT LINE	E.V.&S.A.E.	EMERGENCY VEHICLE AND SERVICE ACCESS EASEMENT	(R3)	THUNDERBIRD INDUSTRIAL AIRPARK NO. 3 BOOK 145, PAGE 28, M.C.R.
⊙	FOUND BRASS CAP AS NOTED	ESMT.	EASEMENT	(R4)	LOT SPLIT NAUTILUS INSURANCE BOOK 1019, PAGE 40, M.C.R.
●	FOUND MONUMENT AS NOTED	S.D.E.	SIGHT DISTANCE EASEMENT	(R5)	SCOTTSDALE QUARTER, MAP OF DEDICATION, BK. 1020, PG. 26, M.C.R.
BC	BRASS CAP	W.L.E.	WATER LINE EASEMENT	(R6)	FINAL PLAT FOR SCOTTSDALE QUARTER, BK. 1136, PG. 49, M.C.R.
HH	HAND HOLE	A.E.	ACCESS EASEMENT	(A)	EASEMENTS BEING DEDICATED ON THIS PLAT. SEE SHEET 5 FOR DETAILS
BK.	BOOK	V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT	(B)	EASEMENTS PER SCOTTSDALE QUARTER MAP OF DEDICATION, BK. 1020, PG. 26, M.C.R.
PG.	PAGE	D.E.	DRAINAGE EASEMENT	(C)	EASEMENTS PER FINAL PLAT FOR SCOTTSDALE QUARTER, BK. 1136, PG. 49, M.C.R.
DKT.	DOCKET	B.S.E.	BUS STOP EASEMENT		
R.O.W.	RIGHT OF WAY	T.S.T.	TRAFFIC SAFETY TRIANGLE		
FD.	FOUND	R.B.	RADIAL BEARING		
COS	CITY OF SCOTTSDALE	(M)	MEASURED		

DRAWN BY: RCH

CHECKED BY: T.L.

DATE: 8/2014

DAVID EVANS  
ASSOCIATES INC.  
14000  
THOMAS J. LITE  
4000 East Washington Street, Suite 100  
Phoenix, Arizona 85044



REPLAT OF  
LOTS 3 AND 4  
SCOTTSDALE QUARTER  
SCOTTSDALE, ARIZONA

SCALE:  
1"=60'

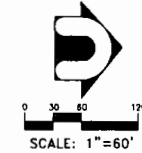
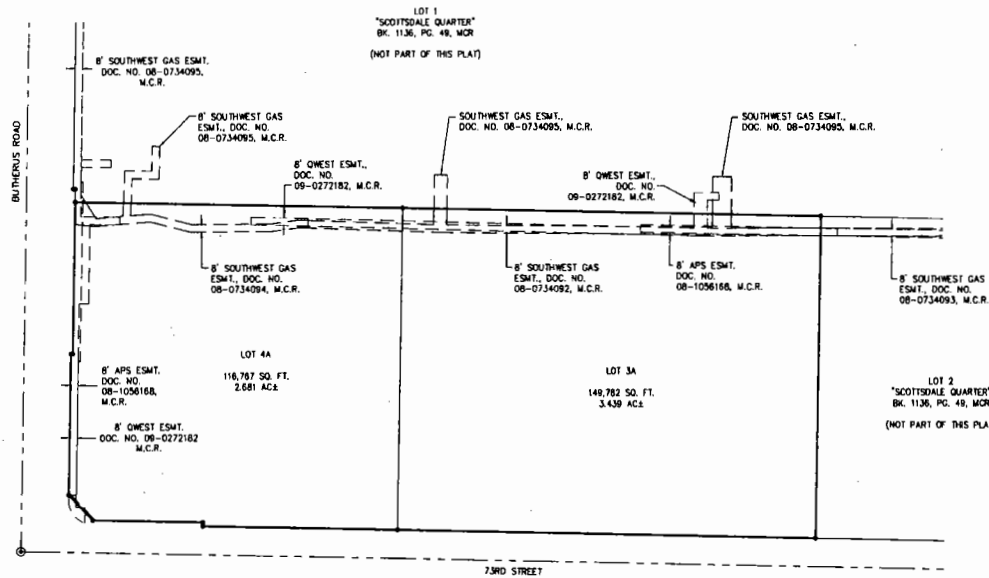
SECTION: 11  
TOWNSHIP: 34N  
RANGE: 4E

SHEET 6  
OF 6

PLAT NO.: GLR0000-0004

CASE #8-08-2014, 10-08-2007, 5-08-2005, 1-08-2008, 14-2N-2005, 12-2N-2012, 18-2N-2013

THIS SHEET SHOWS ALL EXISTING RECORDED EASEMENTS NOT DEDICATED ON  
THE MAP OF DEDICATION OR THE FINAL PLAT FOR SCOTTSDALE QUARTER



#### NOTES

1. TEMPORARY EASEMENT FOR CONSTRUCTION STAGING, RECORDED IN DOC. NO. 08-009584, M.C.R., IS BLANKET IN NATURE AND ENCUMBERS LOTS 3A AND 4A.
2. EASEMENTS FOR INGRESS AND EGRESS, UTILITIES AND SIGNAGE BY OR PURSUANT TO THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT, RECORDED IN DOC. NO. 2013-098820, AND FIRST AMENDMENT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT, RECORDED IN DOC. NO. 2014-040584, M.C.R., IS BLANKET IN NATURE AND ENCUMBERS LOTS 3A AND 4A.
3. SOUTHWEST GAS EASEMENTS, RECORDED IN DOC. NOS. 08-0734093, 08-0734093, 08-0734094 AND 08-0734095, M.C.R. AND SHOWN HEREON, ARE BASED ON LOCATIONS PROVIDED BY BLUESTAKE DURING THE MONTH OF JULY, 2010.
4. THE 8' WEST COMMUNICATION LINE EASEMENT, RECORDED IN DOC. NO. 08-0272182, M.C.R., AND SHOWN HEREON, IS BASED ON LOCATIONS PROVIDED BY BLUESTAKE DURING THE MONTH OF JULY, 2010.

#### LEGEND

—	BOUNDARY LINE	COS	CITY OF SCOTTSDALE	B.S.E.	BUS STOP EASEMENT
—	CENTER LINE	M.C.R.	MARICOPA COUNTY RECORDS	(M)	MEASURED
—	RIGHT OF WAY LINE	P.U.E.	PUBLIC UTILITY EASEMENT	(R)	THUNDERBIRD INDUSTRIAL AIRPARK NO. 3-A, BK. 180, PG. 8, M.C.R.
—	EASEMENT LINE	P.A.E.	PUBLIC ACCESS EASEMENT	(R1)	SCOTTSDALE RESEARCH PARK, MAP OF DEDICATION, BK. 259, PG. 36, M.C.R.
⊙	FOUND BRASS CAP AS NOTED	E.V.&S.A.E.	EMERGENCY VEHICLE AND SERVICE ACCESS EASEMENT	(R2)	THUNDERBIRD INDUSTRIAL AIRPARK NO. 2 BOOK 118, PAGE 10, M.C.R.
*	FOUND MONUMENT AS NOTED	ESMT.	EASEMENT	(R3)	THUNDERBIRD INDUSTRIAL AIRPARK NO. 3 BOOK 145, PAGE 28, M.C.R.
BC	BRASS CAP	S.D.E.	SIGHT DISTANCE EASEMENT	(R4)	LOT SPLIT NAUTILUS INSURANCE BOOK 1019, PAGE 40, M.C.R.
HH	HAND HOLE	W.L.E.	WATER LINE EASEMENT	(R5)	SCOTTSDALE QUARTER, MAP OF DEDICATION, BK. 1020, PG. 26, M.C.R.
BK.	BOOK	A.E.	ACCESS EASEMENT	(R6)	FINAL PLAT FOR SCOTTSDALE QUARTER, BK. 1136, PG. 49, M.C.R.
PG.	PAGE	V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT		
DKT.	DOCKET	O.E.	DRAINAGE EASEMENT		
R.O.W.	RIGHT OF WAY				
FD.	FOUND				

DRAWN BY: RCH

CHECKED BY: L.A.

DATE: 8/2014

DAVID EVANS  
AND ASSOCIATES INC.  
4001 East Washington Street, Suite 250  
Phoenix, AZ 85018-1311  
Project: 2013-098820



EXPIRES: 6/30/2015

REPLAT OF  
LOTS 3 AND 4  
SCOTTSDALE QUARTER  
SCOTTSDALE, ARIZONA

SCALE:  
1"=60'

SECTION: 11

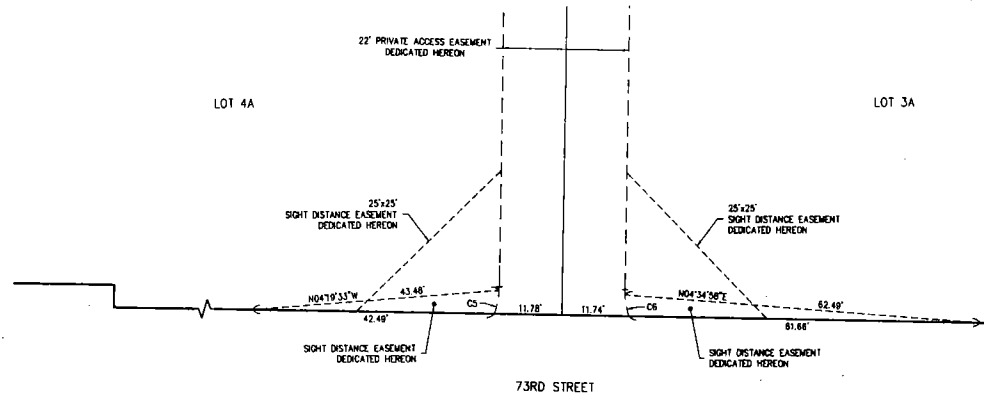
TOWNSHIP: 3N

RANGE: 4E

SHEET  
4 OF 6

JOB NO.  
CLRD000-0004

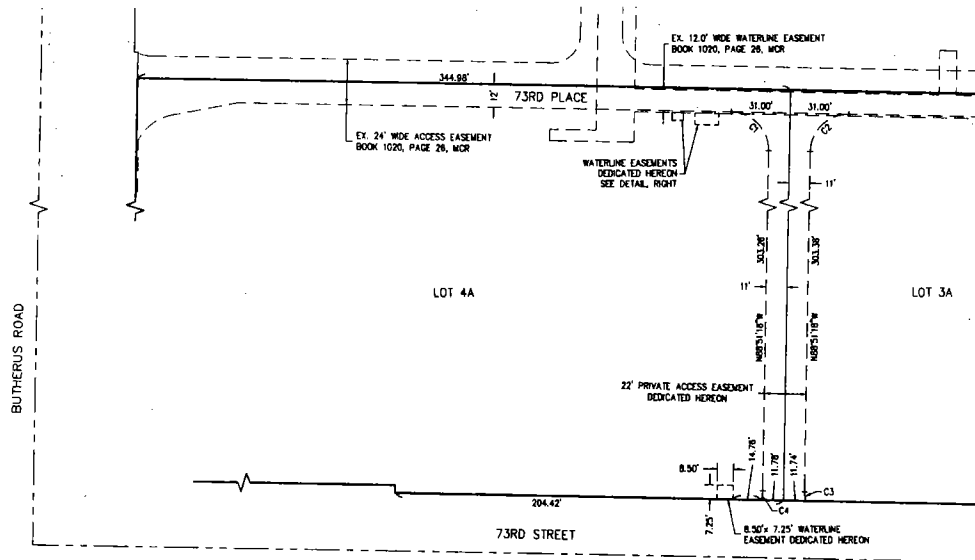
PLAN CHECK #1103-08-2 CASE #6-DR-2014, 10-DR-2007, 5-CP-2005, 1-PE-2009, 14-ZN-2005, 12-ZN-2012, 18-ZN-2013



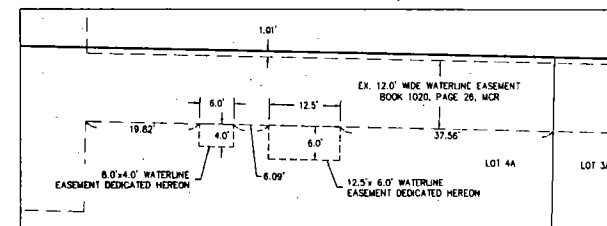
### SIGHT DISTANCE EASEMENT DETAIL

1°-10

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	20.00'	31.42'	90°00'00"	H46°08'42"E	28.78'
C2	20.00'	31.42'	90°00'00"	H43°51'18"W	28.28'
C3	15.00'	4.74'	18°06'14"	H82°05'35"E	4.77'
C4	15.00'	4.87'	18°35'19"	H79°33'58"W	4.85'
C5	15.00'	4.23'	16°08'18"	H78°20'08"W	4.21'
C6	15.00'	3.83'	14°37'42"	H77°21'19"E	3.82'



### ACCESS EASEMENT AND WATERLINE EASEMENT DETAIL

 $1^{\circ}-30'$ 

### WATERLINE EASEMENT DETAIL

17-1

P:\G\GLUR000000004\0400CAD\SV\2013 REPLA\SV-PM-05-06-GLR0004.dwg nchu Aug 13, 2014 2:16:04pm

DATE: 8/2018

**DAVID EVANS  
AND ASSOCIATES INC.**  
4600 East Wacker Drive, Suite 430  
Chicago, Illinois 60604



EXPIRES: 6/30/20

REPLAT OF  
LOTS 3 AND 4  
SCOTTSDALE QUARTER

SCALE:

SECTION: 11  
TOWNSHIP: 3N  
RANGE: 4E

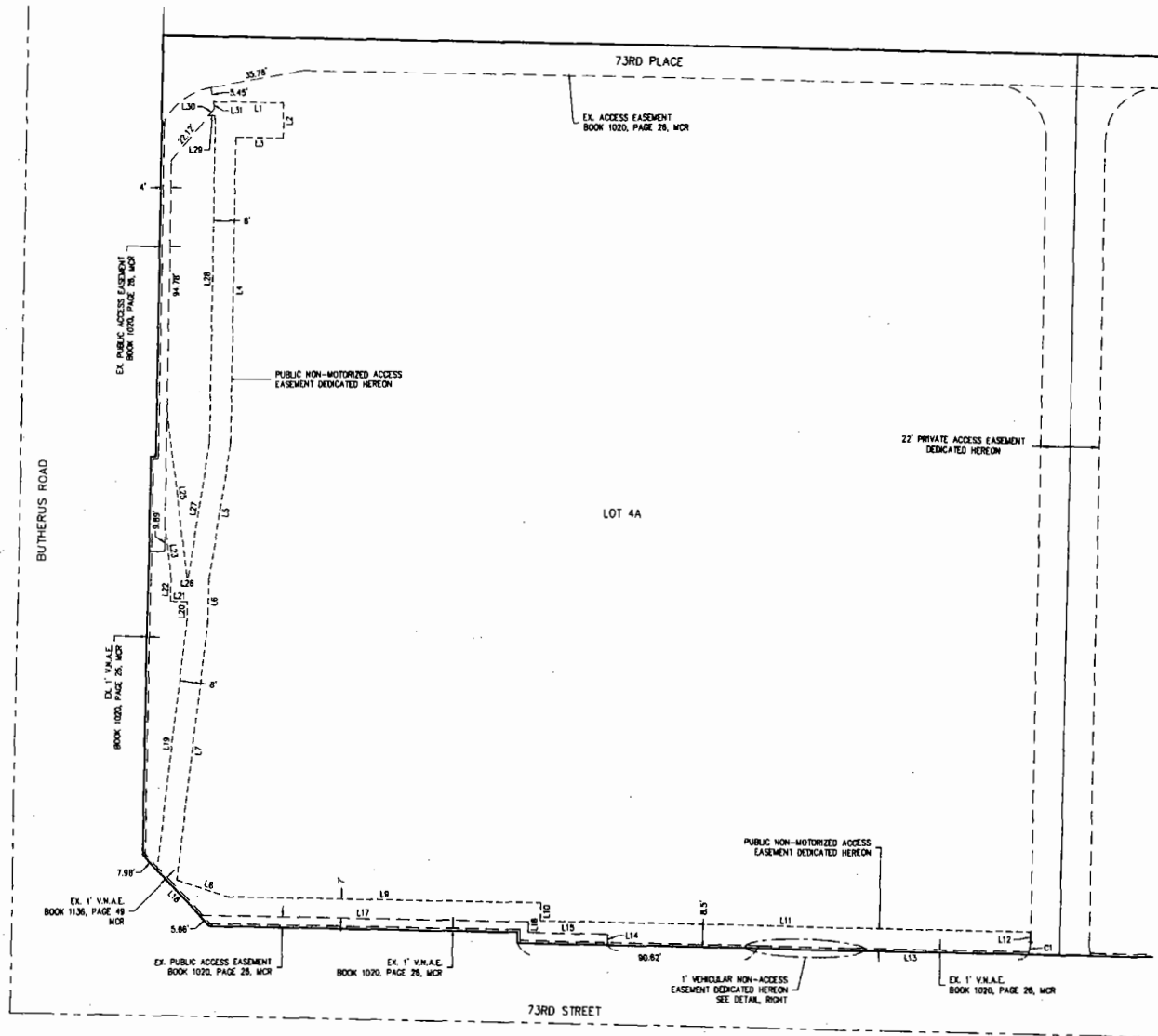
SHEET  
5 OF 6

OR NO:

GLIR0000-000

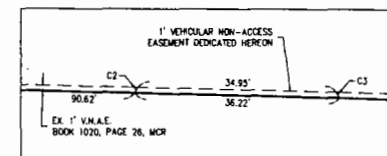
CASE #5-DR-2014, 10-DR-2007, 5-GR-2005, 1-PE-2009, 14-ZN-2005, 12-ZN-2012, 18-ZN-2013

THIS SHEET DETAILS THE PUBLIC NON-MOTORIZED ACCESS EASEMENT AND THE  
1' VEHICULAR NON-ACCESS EASEMENT THAT IS BEING DEDICATED ON THIS PLAT



LINE TABLE		
LINE	BEARING	LENGTH
L1	N106°42'E	26.81'
L2	S86°51'18"E	13.14'
L3	S106°42'W	18.06'
L4	S86°51'18"E	116.15'
L5	S80°53'44"E	51.78'
L6	S86°51'18"E	16.85'
L7	S63°00'28"E	98.08'
L8	N171°02'22"E	20.63'
L9	N106°27'E	117.72'
L10	S86°51'18"E	6.50'
L11	N106°27'E	184.62'
L12	S86°51'18"E	3.72'
L13	S106°27'W	158.63'
L14	N86°51'33'W	4.00'
L15	S106°27'W	30.00'
L16	N86°51'33'W	4.00'
L17	S106°27'W	124.56'
L18	N46°08'35"E	23.15'
L19	N63°00'28'W	94.86'
L20	N86°52'47'W	7.67'
L21	S106°42'W	6.50'
L22	N86°51'18'W	8.96'
L23	N83°09'46"E	20.75'
L24	N86°51'18'W	43.22'
L25	S83°10'10'W	63.51'
L26	N106°42'E	0.50'
L27	N80°53'44'W	51.76'
L28	N86°51'18'W	123.58'
L29	N100°00'E	2.46'
L30	N49°30'50'W	3.47'
L31	N79°49'38'E	2.55'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	15.00'	4.87'	18°35'19"	N79°33'38'W	4.85'
C2	20.50'	1.14'	31°1'22"	N60°04'21'W	1.14'
C3	25.50'	1.23'	2°46'13"	N53°20'57'E	1.23'



**PUBLIC NON-MOTORIZED ACCESS EASEMENT DETAIL**  
1"=20'

**1' VEHICULAR NON-ACCESS EASEMENT DETAIL**  
1"=10'

DRAWN BY: RCH

CHECKED BY: T.A.

DATE: 8/2014

**DAVID EVANS ASSOCIATES INC.**  
PLANNING & ENGINEERING  
4000 East McDowell Road, Suite 200  
Phoenix, AZ 85018  
PHONE: 602.513.5151



EXPIRES: 6/30/2015

REPLAT OF  
LOTS 3 AND 4  
SCOTTSDALE QUARTER  
SCOTTSDALE, ARIZONA

SCALE:

SECTION: 11

TOWNSHIP: 3N

RANGE: 4E

SHEET

6 OF 6

JOB NO.

GLR0000-0004

PLAN CHECK #102-08-2

CASE #6-DR-2014, 10-DR-2007, 5-OP-2005, 1-PE-2009, 14-ZN-2012, 18-ZN-2013

## SITE DATA

## Open Space Calculations

Zoning:	PRC
Gross Site Area:	1,248,149.70
	28.61 Acres
Net Site Area:	1,024,555.00
	23.52 Acres
Open Space Required:	204,911 sf
= 20% max of net site area (1,024,555 x .2)	
Total Open Space Provided:	281,232 sf
Frontage Space Required:	51,228 sf
= 25% of Back Open Space (204,911 x .25)	
Frontage Space Provided:	58,437 sf
Maximum Building Height:	60'-0"
Building Height Proposed:	90'-0"
Building Setback:	30' (varies on 73rd Street)
FAR Allowed (for residential component)	0.8 (819,644 SF)
FAR Allowed (w/o residential)	1.0 (1,024,555.00 SF)
Office Allowed (40% of Commercial)	(1,024,555 x .40) 409,822 SF
Office Proposed	252,243 SF
Residential Allowed (50% of .8 FAR)	409,822 SF

## TABULATIONS

PHASE 1A2			PHASE 2		
BUILDING A	BUILDING B	BUILDING C	BUILDING D	BUILDING E	BUILDING F
LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)
1,888 SF	1,888 SF	1,888 SF	1,888 SF	1,888 SF	1,888 SF
PATIO	PATIO	PATIO	PATIO	PATIO	PATIO
4,476 SF	4,476 SF	4,476 SF	4,476 SF	4,476 SF	4,476 SF
BUILDING G	BUILDING H	BUILDING I	BUILDING J	BUILDING K	BUILDING L
LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)
37,444 SF	37,444 SF	37,444 SF	37,444 SF	37,444 SF	37,444 SF
LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)
31,300 SF	31,300 SF	31,300 SF	31,300 SF	31,300 SF	31,300 SF
LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)
38,320 SF	38,320 SF	38,320 SF	38,320 SF	38,320 SF	38,320 SF
TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
107,548 SF	107,548 SF	107,548 SF	107,548 SF	107,548 SF	107,548 SF
PATIO	PATIO	PATIO	PATIO	PATIO	PATIO
0 SF	0 SF	0 SF	0 SF	0 SF	0 SF
BUILDING M	BUILDING N	BUILDING O	BUILDING P	BUILDING Q	BUILDING R
LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)
40,867 SF	40,867 SF	40,867 SF	40,867 SF	40,867 SF	40,867 SF
LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)
52,819 SF	52,819 SF	52,819 SF	52,819 SF	52,819 SF	52,819 SF
LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)	LEVEL 3 (OFFICE)
52,819 SF	52,819 SF	52,819 SF	52,819 SF	52,819 SF	52,819 SF
TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
146,505 SF	146,505 SF	146,505 SF	146,505 SF	146,505 SF	146,505 SF
PATIO	PATIO	PATIO	PATIO	PATIO	PATIO
0 SF	0 SF	0 SF	0 SF	0 SF	0 SF
NET SITE AREA PHASE 1A2: 402,371 SF					
BUILDING S	BUILDING T	BUILDING U	BUILDING V	BUILDING W	BUILDING X
LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)
81,734 SF	81,734 SF	81,734 SF	81,734 SF	81,734 SF	81,734 SF
LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)
41,840 SF	41,840 SF	41,840 SF	41,840 SF	41,840 SF	41,840 SF
PATIO	PATIO	PATIO	PATIO	PATIO	PATIO
3,151 SF	3,151 SF	3,151 SF	3,151 SF	3,151 SF	3,151 SF
BUILDING Y	BUILDING Z	BUILDING AA	BUILDING AB	BUILDING AC	BUILDING AD
LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)	LEVEL 1 (RESTAURANT)
49,386 SF	49,386 SF	49,386 SF	49,386 SF	49,386 SF	49,386 SF
LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)	LEVEL 2 (OFFICE)
38,714 SF	38,714 SF	38,714 SF	38,714 SF	38,714 SF	38,714 SF
PATIO	PATIO	PATIO	PATIO	PATIO	PATIO
1,208 SF	1,208 SF	1,208 SF	1,208 SF	1,208 SF	1,208 SF
NET SITE AREA PHASE 2: 437,780 SF					
NET SITE AREA PHASE 1 & 2: 840,151 SF					
GRAND TOTAL NON-RESIDENTIAL (CONDOS) - 1,024,555 SF					
GRAND TOTAL CONDOS - 1,024,555 SF					
VOLUME CALC =					
18' x NET SITE: 18,392,880					
A- 254,848					
B- 1,722,768					
C- 1,358,280					
D- 215,642					
E- 3,457,080					
F- 3,559,200					
G- 98,520					
H- 2,259,420					
J- 2,945,200					
K- 4,485,320					
L- 4,571,820					
M- 4,231,860					

## PARKING ANALYSIS SUMMARY

- RESIDENTIAL PARKING REQUIREMENT BLOCK K = 282 DU
  - 43 STUDIO UNITS = 53.75 PARKING SPACES
  - 175 ONE BEDROOM UNITS = 227.5 PARKING SPACES
  - 57 TWO BEDROOM UNITS = 86.9 PARKING SPACES
- 378.15 PARKING SPACES REQ'D 402 PARKING SPACES PROVIDED
- HOTEL PARKING REQUIREMENT = 118 ROOMS @ 1.25 SPACES/ROOM = 145 SPACES
- TOTAL RESIDENTIAL/HOTEL PARKING REQUIREMENT = 557 SPACES
- TOTAL RESIDENTIAL/HOTEL PARKING PROVIDED (IN K, L, M GARAGES) = 557 SPACES
- MIXED USE COMMERCIAL CENTER (MUCC) PARKING REQUIREMENT = 1,024,555 SF @ 1 SPACE/325 SF = 3,152 SPACES
- TOTAL PARKING REQUIRED = 3,152 SPACES
- TOTAL PARKING PROVIDED = 3,237 SPACES
- ACCESSIBLE RESIDENTIAL/HOTEL PARKING REQUIRED = .02 X 557 SPACES = 11 SPACES
- ACCESSIBLE RESIDENTIAL/HOTEL PARKING PROVIDED (IN K, L, M GARAGES) = 11 SPACES

## BICYCLE PARKING REQUIREMENTS

- BICYCLE PARKING REQUIRED FOR PHASES 1 AND 2 (BUILDINGS A THROUGH J) = 146 SPACES
- BICYCLE PARKING PROVIDED FOR PHASES 1 AND 2 (BUILDINGS A THROUGH J) = 146 SPACES
- BICYCLE PARKING REQUIRED FOR PHASE 3 (BUILDINGS K, L, M) = 101 SPACES
- BICYCLE PARKING PROVIDED FOR PHASE 3 (BUILDINGS K, L, M) = 102 SPACES
- BICYCLE PARKING SPACES TO BE LOCATED IN ACCORDANCE WITH CURRENT MASTER BICYCLE PARKING PLAN, OR AS OTHERWISE APPROVED BY THE ZONING ADMINISTRATOR.

REF:

## NelsenPartners

NelsenPartners, Inc.  
Architecture Planning Interiors

Austin - Scottsdale

15210 N. Scottsdale Road, Suite 300  
Scottsdale, Arizona 85254  
Tel: 480.949.6800  
Fax: 480.949.6801

www.nelsenpartners.com

## PRELIMINARY

NOT FOR  
CONSTRUCTION  
OR  
RECORDINGSCOTTSDALE QUARTER  
PHASE III BLOCK L & M  
N. 73RD STREET AND E. BUTTERBUS ROAD  
SCOTTSDALE, ARIZONA

Date:

February 22, 2014

Revisions:

April 4, 2014  
2nd City Submittal  
May 27, 2014  
3rd City Submittal

Drawings are not to be used without written approval of the architect and may not be reproduced, copied, or distributed without written approval of the architect.

© 2004 NELSEN PARTNERS, INC.

Project No.  
31374A100  
MASTER SITE PLAN

SITE LOCATION



MASTER SITE PLAN

SCALE: 1"=60'