

CITY COUNCIL REPORT



Meeting Date: March 21, 2017
 General Plan Element: *Land Use*
 General Plan Goal: *Create a sense of community through land uses*

ACTION

**Palmeraie
7-ZN-2016**

Request to consider the following:

1. Adopt Ordinance No. 4289 approving a Zoning District Map Amendment from Resort/Townhouse Residential (R-4R) zoning to Planned Regional Center (PRC) zoning, including approval of a Development Plan, on a +/-20-acre site located at 6990 N. Scottsdale Road.
2. Adopt Resolution No. 10645 declaring "Palmeraie Development Plan", as a public record.
3. Adopt Resolution No. 10677 authorizing Development Agreement 2017-003-COS.

Goal/Purpose of Request

The proposed zoning district map amendment and Development Plan will allow a significant mixed-use development on the vacant site to include a maximum of 141 residential units in 170,000 square feet, maximum 150 hotel units in 134,000 square feet, 226,000 square feet of commercial space, and 80,000 square feet of office space. This item was continued from the March 7, 2017 City Council agenda at the request of the applicant and staff.

Key Items for Consideration

- Conformance with Scottsdale General Plan and Southern Scottsdale Character Area Plan
- Applicant proposes a two-phased, master planned development as a means to complement the future development of the Ritz-Carlton resort in Paradise Valley as well as implement the Scottsdale General Plan Resort/Tourism land use designation
- Phase Two of development project will have further review and approval by Planning Commission and City Council at a future date
- Development of large, vacant site at prominent location
- Compatibility with surrounding developments
- No input received in opposition to proposed request and development
- Planning Commission heard this case on November 9, 2016 and recommended approval with a vote of 4-0

OWNER

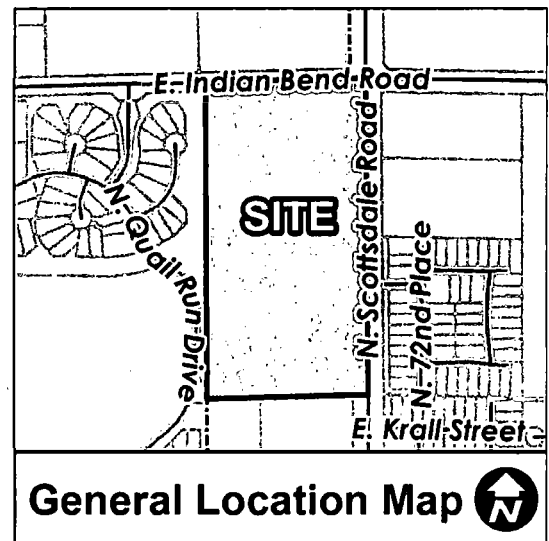
Five Star Development
480-603-1384

APPLICANT CONTACT

Jason Morris
Withey Morris, PLC
602-230-0600

LOCATION

6990 N. Scottsdale Road



BACKGROUND

General Plan

The City of Scottsdale General Plan 2001 Land Use Element designates the property as Resorts/Tourism. This land use category is designed for hotels and a variety of resorts, which can be freestanding or part of a resort community or master planned development. Resort locations capitalize on good transportation, the physical amenities of the area, and recreational or shopping opportunities. Hotels or resorts often include some ancillary retail, cultural and recreational uses.

Southern Scottsdale Character Area Plan

The General Plan establishes Character Area Planning as a means to ensure quality of development and consistency of character within the context of community-wide goals. The subject site is located within the Southern Scottsdale Character Area Plan along the Resort Corridor. The Resort Corridor consists of medium to low intensity development and exists along N. Scottsdale Road between E. Highland Drive and E. Indian Bend Road. As per the plan, this corridor contains a mix of land use classifications that support, maintain, enhance, and expand hospitality/tourism land uses in Southern Scottsdale.

Zoning

The site is zoned Resort/Townhouse Residential (R-4R). The R-4R zoning district is intended primarily for self-contained accommodations which include recreational amenities and services customarily furnished at hotels, including the service of meals. Additionally, this district provides for residential development having either party walls or walled courtyards.

Context

Located at the southwest corner of the intersection of E. Indian Bend Road and N. Scottsdale Road the surrounding developments are a mix of office, retail, resort, civic and residential uses. Please refer to context graphics attached.

Adjacent Uses and Zoning

- North: E. Indian Bend Road abuts the site to the north. An existing resort located in Paradise Valley is located further north.
- South: An existing office development is located south of the subject site in the Commercial Office, Parking P-4 District (C-4/P-4) zoning district.
- East: N. Scottsdale Road abuts the site to the east. An existing city park in the Open Space (OS) zoning district and an existing attached single-family subdivision in the Resort/Townhouse Residential (R-4R) zoning district are located further east.
- West: Currently vacant land within Paradise Valley. Planned for resort, single-family residential and attached single-family residential uses.

Other Related Policies, References:

Scottsdale General Plan 2001, as amended

Southern Scottsdale Character Area Plan

Scottsdale Road Streetscape Design Guidelines

2013 Citywide Land Use Assumptions Report

Zoning Ordinance

25-ZN-1976 – rezoning of site to current R-4R zoning designation

APPLICANTS PROPOSAL

Development Information

The development is proposed in two phases. The first phase includes a defined site plan for retail and office development on the southern half of the property. The second phase of the development is conceptual, anticipating residential, office, hotel and retail uses on the north half of the property. The Development Plan will be defined more clearly with City Council action at a future date. The proposed two-phased mixed-use development of the existing undeveloped site into a large, multi-phase mixed use development consists of a maximum of 141 residential units, maximum 150 hotel units, 226,000 square feet of commercial space, and 80,000 square feet of office space. The site will have a grid pattern of streets to access the different buildings on the site with the main site access points provided from E. Indian Bend Road on the north side of the site and N. Scottsdale Road on the east side of the site to on-street and structured parking located throughout the site. Open space areas are largely conglomerated in the central portion of the site to create meaningful spaces for patrons to enjoy, while additional open space areas on the north and east sides of the site will be created as landscape buffers adjacent to the major roadways. The proposed Development Plan intends to provide a connection and continuity with other planned improvements for the Ritz Carlton hotel located adjacent to the site within Paradise valley.

- Existing Use: Vacant, undeveloped
- Proposed Use: Mixed-use development
- Parcel Size: 20.13 gross acres
17.4 net acres
757,787 square feet
- Building / Commercial space: 226,000 square feet (as proposed)

- Office space: 80,000 square feet (as proposed)
- Building Height Allowed: 60 feet, excluding rooftop appurtenances
- Building Height Proposed: 48 feet, excluding rooftop appurtenances
- Floor Area Ratio Allowed: 0.8 (commercial uses)
- Floor Area Ratio Proposed: 0.58 (commercial uses) / 0.22 (residential uses)
- Open Space Required: 3.5 acres / 151,557 square feet (20% of net lot area)
- Open Space Provided: 6.1 acres / 266,607 square feet (35% of net lot area) (includes Courtyard Space)
- Courtyard Space Required: 7,578 square feet
- Courtyard Space Provided: 35,949 square feet
- Number of Hotel/Resort Units Proposed: 150 units (maximum) in 134,000 square feet
- Number of Dwelling Units Proposed: 141 units (maximum) in 170,000 square feet
- Density Allowed: 21 dwelling units per gross acre (maximum)
- Density Proposed: 7 dwelling units per gross acre (as proposed)

GENERAL PLAN AND CHARACTER AREA PLAN IMPACT ANALYSIS

General Plan & Southern Scottsdale Character Area Plan

The request conforms to the General Plan description of Resorts/Tourism. The applicant's proposal is intended as a development that complements the Ritz-Carlton resort that is currently in development within the Town of Paradise Valley (PV Ordinance No. 694).

The site was the subject of a Zoning Administrator interpretation that addressed the minimum gross land area requirement of the Planned Regional Center (PRC) zoning district. During the initial development proposal of the Ritz-Carlton resort masterplan in 2009, the applicant requested a determination of the minimum gross land area requirement as it applied to the portion of the overall resort masterplan that resides within the Scottsdale jurisdiction. The portion of the resort masterplan area residing in Scottsdale is approximately 20.13 gross acres. That interpretation established that although the portion of the overall project that resides within the Scottsdale jurisdiction is less than the 25-acre gross land area minimum of the PRC zoning district, the overall project of the Ritz-Carlton masterplan area shares many aspects of the overall development, including infrastructure and ownership, that cross the jurisdictional boundary. As a result, the resort masterplan as a whole far exceeds the minimum 25-acre gross land area requirement and therefore the site could utilize the PRC zoning district for the Scottsdale portion of the project.

The initial phase on the Scottsdale portion of this master planned development will include retail and office, with future phases to include the potential for residential and a boutique hotel. The applicant contends that "the master plan contemplates a holistic view of the property that reinforces the resort retail connection" and furthermore will work to "enhance and ensure seamless connections to surrounding and future uses, including the Ritz-Carlton".

The subject site is located within the boundary of the Southern Scottsdale Character Area Plan (SSCAP), which was adopted in October 2010. One of the overarching themes of the plan is to

encourage new regional development opportunities as a means to maintain the positive attributes of Southern Scottsdale.

The General Plan Land Use (Goals 1 & 7) and Economic Vitality (Goal 1 and Goal 2, bullet 4) Elements and the SSCAP Land Use (Goal LU 4), Character and Design (Goal CD 8), and Economic Vitality (Goal EV 4) Chapters recognize the community's long-standing role as a major tourism draw and further encourage developments that strengthen and expand this standing. The applicant is proposing a master planned mix of uses in a resort setting as a means to complement the future Ritz-Carlton resort development.

The SSCAP Land Use (Policies LU 1.2 & 1.3, and Goal LU 3), Character & Design (Policy CD 2.1 and Goal CD 7), and Economic Vitality (Goal EV 1) Chapters support corridor (Resort) reinvestment that is pedestrian-oriented and complements, buffers, and is context-appropriate to that which has previously been established. The subject property is a vacant site located within the designated Resort Corridor. The applicant's development proposal will revitalize the site and include a mixture of office, commercial, residential and hotel uses. Finally, the applicant proposes to implement the resort character as envisioned through the SSCAP and Scottsdale Road Streetscape Design Guidelines – including landscaped setbacks similar to adjacent developments along Scottsdale Road, mature plantings, pedestrian engagement within and through the site, and the undergrounding of the 69kV powerlines that run adjacent to Scottsdale Road.

The General Plan Character & Design (Goal 4, 5, and 6) Element encourages the implementation of both streetscapes and public art as a means to promote visual quality and character of an area. The subject site, in particular, falls within the purview of the Scottsdale Road Streetscape Design Guidelines. Objectives of the guidelines include design elements that draw upon the design aesthetics of the resorts, helping reinforce the tourism industry of the area. The applicant states that they will adhere to the Scottsdale Road Streetscape Design Guidelines; furthermore, staff has included stipulations to ensure that future landscaping and hardscape along Scottsdale Road will adhere to and be consistent with such. Finally, the applicant states that interior courtyards will provide “opportunities for artwork to act as major focal points” that complement the project design.

ZONING IMPACT ANALYSIS

Zoning/Land Use

The land use designation of the General Plan and Southern Scottsdale Character Area Plan encourage the use of sites within, or adjacent to, hotels or resorts to include ancillary retail, cultural recreational and shopping uses. Further, the area is part of the identified Resort Corridor and is encourages developments that strengthen and expand the area's standing as a major tourism draw. The applicant's proposal includes a comprehensive summary of the development and how the requested zoning conforms to the goals and policies of the General Plan and Southern Scottsdale Character Area Plan.

The proposed zoning designation of Planned Regional Center (PRC) encourages a mix of uses on the site in a balanced development and is consistent with the General Plan and Southern Scottsdale Character Area Plan. The site and proposed Development Plan are appropriate applications of the PRC zoning district as the site has a large development area and will employ a mix of uses,

consistent with the purpose of the PRC zoning district. Outside of the Downtown area, the PRC zoning district is utilized to masterplan large development sites with a mix of uses that focus on pedestrian oriented development carefully integrated by site design. The site utilizes a finer-grain pattern of pedestrian-oriented development consistent with the PRC zoning district purpose and promotes walkability by integrating most on-site parking in underground parking garages allowing for the greatest utilization of store-front space at the pedestrian level.

As it pertains to the area's existing surrounding uses, the proposed development will assist in providing additional shopping, dining, and service uses as an amenity to the adjacent Ritz-Carlton resort located west of the site as well as provide additional residential and office opportunities to the area. As a currently vacant, undeveloped site, the Development Plan has been designed to provide appropriate open space and buffers while providing contextually-appropriate size and scale for the overall development. The proposed PRC zoning district is consistent with the General Plan's associated zoning designations pertaining to height and densities for abutting and nearby properties. Finally, the large mix of uses on the site promotes the serving of a broad range for the site and surrounding area, consistent with the purpose of the PRC zoning district.

The proposed development does not include any amendments to the property development standards of the PRC zoning district. Should the property owner request to modify the property development standards for the site at a future date, the request will be subject to further review and approval by the Planning Commission and City Council.

Traffic

The proposed zoning district map amendment and Development Plan is anticipated to generate 14,598 daily weekday trips with 730 trips occurring during the am peak hour and 1,370 trips occurring during the pm peak hour. The site is currently undeveloped vacant land. However, under the current zoning of R-4R, a utilization of the site as a 180-room hotel would generate 1,606 daily weekday trips with 121 trips occurring during the am peak hour and 126 trips occurring during the pm peak hour. The proposed development represents an increase in daily traffic and pm peak hour traffic of 12,992 trips and 1,244 trips, respectively, as compared to the 180-room hotel scenario. As part of the improvements for the site, the developer will be constructing the south half of E. Indian Bend Road as well as the north half of improvements for the 6750 N. Scottsdale Road driveway at the south side of the subject site. Traffic as a result of the proposed mixed-use development is not anticipated to adversely impact the traffic pattern in the area.

Parking

Parking for the proposed development project will be provided primarily in a large, below-grade parking garage centrally-located to the site. In addition, a number of at-grade parking spaces will be provided along the drives dispersed throughout development. Parking will be accessed from the drives internal to the site after entering the site from both E. Indian Bend Road and N. Scottsdale Road by way of the main entries. The site is providing a significant number of parking spaces above the Zoning Ordinance requirement to ensure adequate parking for all proposed uses of the site.

Sewer

The City's Water Resources Department has reviewed this application and has determined that there are adequate waste water services to serve the development. The developer will pay for all sewer infrastructure improvements necessary to serve the new development.

Public Safety

This request is not anticipated to immediately impact the type and number of requested emergency and non-emergency calls for service from city police, fire and medical resources. Overall, the City's emergency and non-emergency activities are continually monitored and tracked to evaluate the effectiveness of service delivery and also to identify any potential for future public safety resource needs for the community. The nearest fire station is located at 7339 E. McDonald Drive.

School District Comments/Review

The applicant has notified the Scottsdale Unified School District of the proposed requests. The School District has confirmed that there are adequate facilities to accommodate the proposal.

Open Space

The development is required to provide a minimum of 3.5 acres of open space. In addition, a minimum of 7,578 square feet of courtyard space is required for the project. As shown in the Development Plan, open space for the development project is provided in large contiguous areas throughout the site and on the perimeter of the site adjacent to the major roadways with a total of 6.1 acres provided, including the courtyard space.

Community Involvement

Surrounding property owners within 750 feet have been notified by the City and the site has been posted with a hearing sign. The owner's representatives notified property owners within the minimum 750 feet of the site area and held an open house meeting with residents of the area and other interested parties on March 3, 2016. A summary of the applicant's public outreach is provided as an attachment to this report. As of the writing of this report, staff has received several general inquiries regarding the proposal.

Community Impact

The proposed Development Plan will allow for a new mixed-use development on the western edge of the City's boundary with Paradise Valley along the Resort Corridor in an area designated as Resorts/Tourism by the Scottsdale General Plan. Both the General Plan and the Southern Scottsdale Character Area Plan encourage the utilization of large development sites in the Resort Corridor for new regional development opportunities as a means to maintain the positive attributes of Southern Scottsdale. In addition, the Development Plan, with utilization of the Planned Regional Center zoning, appropriately implements the General Plan designation of Resorts/Tourism and the goals of the Resort Corridor by introducing a master-planned, mixed-use development that will integrate with the new Ritz-Carlton resort, complementing the new resort and existing resort locations and residential neighborhoods in the area. The Development Plan integrates a large amount (approximately 35% of the site area) as open space to enhance the resort/tourism aspect of the site and the Resort Corridor. Finally, traffic and other infrastructure impacts have been addressed by the proposed Development Plan and stipulations.

Policy Implications

The proposed Development Plan introduces a large, mixed-use regional development with primarily destination retail and restaurant uses in the core of the Resort Corridor. The long-standing Scottsdale Fashion Square mall, another regional destination, is located approximately two miles south of the subject site along N. Scottsdale Road in the Downtown area. The Scottsdale Quarter

development provides yet another destination shopping, dining and entertainment experience approximately 6 miles north of the subject site along N. Scottsdale Road. In addition, several other established retail, dining and shopping centers are located along N. Scottsdale Road near the site and between the Fashion Square Mall and Scottsdale Quarter.

While the proposed mixed-use development could, as a standalone project, appear to dilute existing shopping, dining and entertainment locations in the area, the applicant has stated that the proposed development will be utilized heavily as an amenity for the adjacent Ritz-Carlton resort and the specific retailers that will be located at the proposed development are not currently found in the Scottsdale, or surrounding area, market. The undeveloped site is located at a major intersection within the core of the Resort Corridor and presents an opportunity to expand uses and development that supports the Resorts/Tourism land use designation for the site and the surrounding area in addition to providing additional shopping, dining and entertainment opportunities to existing neighborhoods in the area and additional revenue generation to the city.

Development Agreement

In conjunction with the proposed Development Plan, the property owner will be making a number of large infrastructure improvements to the site. The applicant is requesting the City's partnership in realization of two of those proposed infrastructure improvements. The first is the undergrounding of existing powerlines running along the site's N. Scottsdale Road frontage. The city has set aside funds to assist in the undergrounding of powerlines along this signature corridor and will be contributing to reimburse the project owner for half of the cost to underground the overhead powerlines, up to a maximum of \$750,000. Secondly, the applicant is requesting to direct stormwater flow from the Ritz-Carlton site located adjacent to the subject site in Paradise Valley through the city to the regional drainage infrastructure of the Indian Bend Wash. To accept the stormwater flow from the Ritz-Carlton site, the City is requiring, and the applicant is agreeing to pay, a usage fee equivalent to \$1.87 per cubic foot of stormwater directed to Scottsdale from the Ritz-Carlton site. The applicant requested a reduction in the overall usage fee by demonstrating benefits to the city from construction of stormwater infrastructure with the development project.

The City's participation in undergrounding of major powerlines, through partnership with the property owner, has been completed under similar partnerships with other property owners. In particular, Scottsdale Road has been targeted for streetscape improvements, which include the undergrounding of existing overhead powerlines. In addition, regional drainage infrastructure has been designed to accommodate additional stormwater capacity with appropriate compensation.

OTHER BOARDS AND COMMISSIONS

Planning Commission

Planning Commission heard this case on November 9, 2016 and recommended approval with a vote of 4-0.

Staff's Recommendation to Planning Commission

Staff recommended that the Planning Commission determine that the proposed zoning district map amendment, including the Palmeraie Development Plan, is consistent and conforms with the adopted General Plan, and make a recommendation to City Council for approval, per the attached stipulations.

STAFF RECOMMENDATION

Recommended Approach:

1. Adopt Ordinance No. 4289 approving a Zoning District Map Amendment from Resort/Townhouse Residential (R-4R) zoning to Planned Regional Center (PRC) zoning, including approval of a Development Plan, on a +/-20-acre site located at 6990 N. Scottsdale Road.
2. Adopt Resolution No. 10645 declaring "Palmeraie Development Plan", as a public record.
3. Adopt Resolution No. 10677 authorizing Development Agreement 2017-003-COS.

RESPONSIBLE DEPARTMENT

Planning and Development Services


Current Planning Services

STAFF CONTACTS

Brad Carr, AICP, LEED-AP
Principal Planner
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Senior Planner
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APPROVED BY



Brad Carr, AICP, LEED-AP, Report Author

3.3.2017

Date



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

3/3/2017

Date



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

3/7/17

Date

ATTACHMENTS

1. Context Aerial
- 1A. Aerial Close-Up
2. Ordinance No. 4289
 - Exhibit 1: Stipulations
 - Exhibit 2: Zoning Map
3. Resolution No. 10645
 - Exhibit A: "Palmeraie Development Plan"
4. Resolution No. 10677
5. Contract No. 2017-003-COS
6. Additional Information
7. Zoning Administrator Interpretation – PRC zoning district gross land area
8. General Plan Conceptual Land Use Map
9. Existing Zoning Map
10. Traffic Impact Analysis Summary
11. Citizen Review Report
12. City Notification Map
13. November 09, 2016 Planning Commission meeting minutes

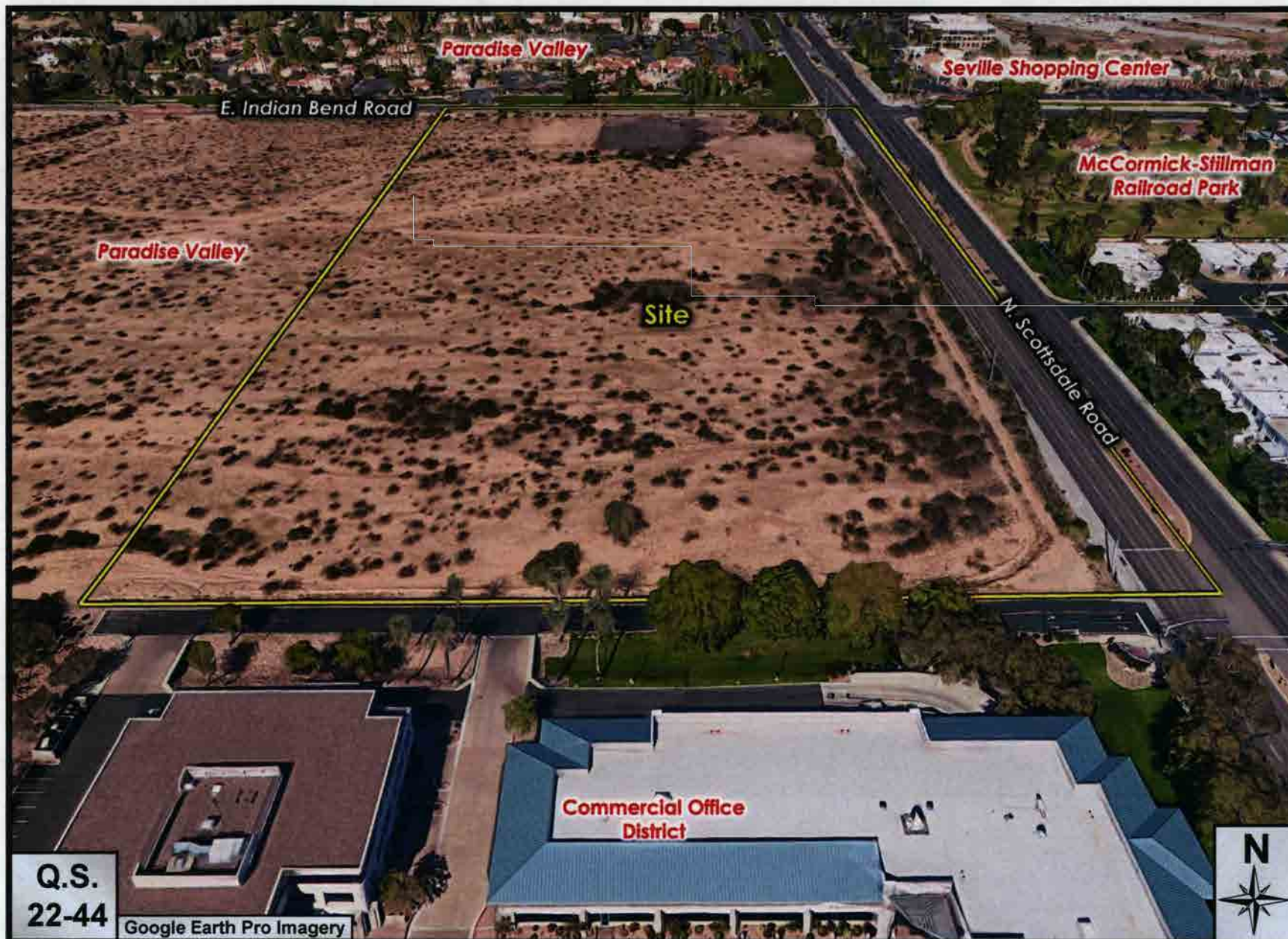


Q.S.
22-44

Google Earth Pro Imagery

Palmeraie

7-ZN-2016



Palmeraie

7-ZN-2016

ORDINANCE NO. 4289

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AMENDING ORDINANCE NO. 455, THE ZONING ORDINANCE OF THE CITY OF SCOTTSDALE, BY AND FOR THE PURPOSE OF CHANGING THE ZONING ON THE "DISTRICT MAP" TO ZONING APPROVED IN CASE NO. 7-ZN-2016 FROM RESORT/TOWNHOUSE RESIDENTIAL (R-4R) ZONING TO PLANNED REGIONAL CENTER (PRC) ZONING, WITH APPROVAL OF A DEVELOPMENT PLAN, ON A +/-20-ACRE SITE LOCATED AT 6990 N. SCOTTSDALE ROAD.

WHEREAS, the Planning Commission held a hearing on November 9th, 2016;

WHEREAS, the City Council held a hearing on March 21st, 2017; and

WHEREAS, the City Council finds that the proposed development is in substantial harmony with the General Plan of the City of Scottsdale and will be coordinated with existing and planned development; and

WHEREAS, it is now necessary that the comprehensive zoning map of the City of Scottsdale ("District Map") be amended to conform with the decision of the Scottsdale City Council in Case No. 7-ZN-2016.

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

Section 1. That the "District Map" adopted as a part of the Zoning Ordinance of the City of Scottsdale, showing the zoning district boundaries, is amended by rezoning a +/-20-acre site property located at 6990 N. Scottsdale Road and marked as "Site" (the Property) on the map attached as Exhibit 2, incorporated herein by reference, from Resort/Townhouse Residential (R-4R) zoning to Planned Regional Center (PRC) zoning, and by adopting that certain document entitled "Palmeraie Development Plan" declared as public record by Resolution No. 10645 which is incorporated into this ordinance by reference as if fully set forth herein.

Section 2. That the above rezoning approval is conditioned upon compliance with all stipulations attached hereto as Exhibit 1 and incorporated herein by reference.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2017.

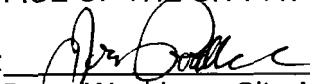
ATTEST:

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, Deputy City Attorney

ATTACHMENT 2

Stipulations for the Zoning Application:

Palmeraie

Case Number: 7-ZN-2016

These stipulations are in order to protect the public health, safety, welfare, and the City of Scottsdale.

SITE DESIGN

1. **CONFORMANCE TO DEVELOPMENT PLAN.** Development shall conform with the Development Plan, entitled "Palmeraie Development Plan," which is on file with the City Clerk and made a public record by Resolution No. 10645 and incorporated into these stipulations and ordinance by reference as if fully set forth herein. Where there is a conflict between the Development Plan and these stipulations, these stipulations shall prevail.
 - a. Any proposed significant change to Phase I of the Development Plan, as determined by the Zoning Administrator, shall be subject to additional public hearings and action before the Planning Commission and City Council as a separate Zoning District Map Amendment to amend the Development Plan.
 - b. Prior to a Development Review Board submittal for any development site within Phase II of the development project, the owner shall submit a separate Zoning District Map Amendment to amend the Development Plan to provide greater specificity of land uses, density, square footage, traffic analysis, access and pedestrian and vehicular circulation, amongst other information as required by the Zoning Administrator.
2. **MAXIMUM DWELLING UNITS/MAXIMUM DENSITY.** The maximum number of residential dwelling units and corresponding maximum density for the Development Plan shall be 141 dwelling units (7 du/gross acre).
3. **MAXIMUM HOTEL UNITS.** The maximum number of hotel units and corresponding maximum density for the Development Plan shall be 150 units (7.46 units/gross acre).
4. **MAXIMUM COMMERCIAL GROSS FLOOR AREA.** The maximum gross floor area for commercial uses on the site, to include space used for travel accommodation uses, but excluding space used for residential uses, shall be 440,000 square feet. Any proposed significant change, as determined by the Zoning Administrator, to the commercial gross floor area, shall be subject to additional review of the Traffic Impact and Mitigation Analysis for the Development Plan, and public hearings and action before the Planning Commission and City Council.
5. **CONFORMANCE TO DEVELOPMENT AGREEMENT.** Development shall conform with the associated Development Agreement for this development, in compliance with S.R.C. § 6.1310.
6. **UTILITY LINES UNDERGROUNDING.** Before any Certificate of Occupancy is issued for any Phase One building of the development project, the owner shall be responsible to remove any existing above-ground utility (non 69kv) and/or telecom lines and poles within the development project and replace them, as needed, with underground utility and/or telecom lines. The types and manner of work to be done shall be reviewed by, and subject to the approval of, the affected utility companies prior to the Development Review Board

submittal for the development project. The owner shall be responsible for all cost associated with removal and replacement of utility (non 69kv) and/or telecom lines. Any undergrounding of the existing 69kv utility lines located along the west side of N. Scottsdale Road along the development project's frontage with the N. Scottsdale Road shall be performed as outlined in the associated Development Agreement for this project.

7. OUTDOOR LIGHTING. The maximum height of any outdoor lighting source, except any light sources for patios and/or balconies, shall be twenty (20) feet above the adjacent finished grade.
8. OUTDOOR LIGHTING FOR PATIOS AND BALCONIES. Light sources that are utilized to illuminate patios and/or balconies that are above twenty (20) feet above the adjacent finished grade shall be subject to the approval of the Development Review Board.

INFRASTRUCTURE AND DEDICATIONS

9. CIRCULATION IMPROVEMENTS. Prior to any permit issuance for Phase I of the development project the owner shall make required dedications, and prior to issuance of any Certificate of Occupancy for Phase I of the development project, the owner shall provide the required improvements in conformance with the Design Standards and Policies Manual and all other applicable city codes and policies.
 - a. STREETS/DRIVEWAYS. Dedicate the following right-of-way and construct the following street/driveway improvements:

Street / Driveway Name	Street / Driveway Type	Dedications	Improvements	Notes and Requirements
N. Scottsdale Road	Major Arterial	10 feet for a 75 foot total half-street.	Min. 8 foot wide sidewalk	a.1., a.2., a.7.
E. Indian Bend Road	Minor Arterial	None - Existing 55 feet	Complete half street, including min. 8 foot wide sidewalk	a.2., a.3., a.4., a.7.
6750 North driveway	Driveway	Min. 30 foot wide motorized public access easement	Min. 6' wide sidewalk	a.5., a.6., a.7.

- a.1. Construct a southbound right-turn lane on N. Scottsdale Road at the E. Indian Bend Road intersection.
- a.2. Provide dual northbound and southbound left-turn lanes on N. Scottsdale Road at the E. Indian Bend Road intersection. The developer shall modify the existing striping on N. Scottsdale Road to provide the dual-left turn lanes, and construct improvements on E. Indian Bend Road to accommodate the dual-turn turning traffic.
- a.3. The E. Indian Bend Road improvements shall be contained within the existing right-of-way and shall not curve into the development as shown on the site plan dated 6/30/2016.

- a.4. Widen the existing pavement section on E. Indian Bend Road to provide a minimum two westbound lanes and two eastbound lanes for the roadway section between N. Scottsdale Road and the existing Scottsdale Plaza Resort driveway. With Phase I of the development project, the owner shall provide one eastbound left-turn lane at the N. Scottsdale Road intersection. With Phase II of the development project, the owner shall submit a traffic analysis, for review and approval by Transportation Department staff, for the potential requirement of dual eastbound left-turn lanes at the N. Scottsdale Road intersection. A conceptual design for Phase I improvements, and Phase II improvements (should they be needed), shall be submitted to the City Transportation Department for approval prior to any final plan submittal.
 - a.5. Dedicate a minimum 30 foot wide motorized public access easement over the 6750 N. Driveway along the site frontage. Construct a minimum 6 foot wide sidewalk along the 6750 N. Driveway along the site frontage.
 - a.6. The owner shall provide written documentation that verifies that this development has legal rights to use the 6750 N. Driveway to access Scottsdale Road and connect to the property to west.
 - a.7. Sidewalk widths shall be as designated if the sidewalks are separated from the adjacent street curb by a minimum distance of 4 feet. If the sidewalk is not separated from the street curb wider sidewalk widths may be required, subject to city Transportation Department review and approval.
 - b. TRAFFIC IMPROVEMENTS. The developer shall construct any improvements supported by the CivTech traffic impact study dated 10/04/2016, as determined by City Transportation Department Director, or designee. The approved case stipulations take precedence over the recommendations in the traffic study where there is not consistency.
 - c. VEHICLE NON-ACCESS EASEMENT. Prior to issuance of any building permits for the development project, the owner shall dedicate a one foot wide Vehicular Non-Access Easement (VNAE) along the site frontages on N. Scottsdale Road and E. Indian Bend Road except at the approved street and driveway entrances.
 - d. SCOTTSDALE ROAD MEDIAN. The developer shall reconstruct the existing median on N. Scottsdale Road at the 6750 N. Driveway to provide additional left-turn storage into the site, provide room for future expansion to a dual left-turn lane, and improve left-turn sight distance (a single left-turn lane is to remain until otherwise approved by City of Scottsdale Transportation Director). A conceptual design shall be submitted to the City Transportation Department for approval prior to any final plan submittal.
 - e. SCOTTSDALE ROAD AUXILIARY LANES. Prior to issuance of any building permits for Phase I of the development project, the owner shall dedicate the necessary right-of-way, as determined by city staff, and prior to issuance of any Certificate of Occupancy for Phase I of the development project the developer shall construct right-turn deceleration lanes at all site entrances on N. Scottsdale Road.
10. TRANSIT FACILITIES. Before any Certificate of Occupancy is issued for Phase I of the development project, the developer shall construct transit facility improvements (transit pad and shelter, landscaping, bench and trash can) on N. Scottsdale Road just south of E. Indian Bend Road (existing bus bay). The improvements shall conform to COS Standard Detail #2264, and be consistent with the Scottsdale Road Streetscape Design Guidelines.

Any portion of the transit facility improvements that extend outside of the N. Scottsdale Road right-of-way shall be contained within a transit facility easement dedicated to the City by the owner prior to issuance of any building permit for Phase I of the development project. Final design and location of transit facility improvements shall be subject to the review and approval of Transportation Department staff.

11. SITE PLAN AND INTERNAL CIRCULATION. Prior to any Development Review Board submittal, the following modifications shall be made to the site plan:
 - a. A driveway connection shall be constructed to provide access from all on-site parking areas provided in the first phase of development project to E. Indian Bend Road.
 - b. The median proposed in the site driveway on N. Scottsdale Road shall be removed.
 - c. Cross access easements shall be dedicated over driveway connections to the adjacent properties to the west and south, and over driveways that straddle property lines.
 - d. All two-way internal drives shall be a minimum width of 24 feet excluding any curb and gutter.
 - e. Sidewalk connections shall be provided from the internal driveways to the signalized intersections along N. Scottsdale Road, and to E. Indian Bend Road at the west end of the site.
12. ACCESS RESTRICTIONS. Access to the site shall conform to the following restrictions (distances are measured to the driveway or street centerlines):
 - a. There shall be a maximum of one site driveway from N. Scottsdale Road, with a minimum 300 feet between the driveways and street intersections. This driveway shall be limited to right-in, right-out only access.
 - b. There shall be a maximum of one site driveway from E. Indian Bend Road; this driveway shall align with the existing Scottsdale Plaza Resort driveway located approximately 600 feet west of N. Scottsdale Road.
13. TRAFFIC SIGNAL PARTICIPATION. Prior to issuance of any building permit for Phase I of the development project, the owner shall pay to the city 100% of the design and construction costs, as determined by city staff, for the modifications to the following traffic signals:
 - a. N. Scottsdale Road and E. Indian Bend Road – Modify the existing traffic signal to accommodate all required street improvements including the construction of a southbound right-turn lane, the widening of the west leg of E. Indian Bend Road, the installation of protected dual left-turn lanes for northbound and southbound N. Scottsdale Road, and the installation of dual left-turn lanes for eastbound and westbound E. Indian Bend Road.
 - b. N. Scottsdale Road and 6750 N. Driveway – Modify the existing traffic signal to accommodate all required street improvements including the widening of the 6750 N. Driveway, the construction of dual eastbound left-turn lanes, and the addition of a permitted/protected left turn phase for northbound N. Scottsdale Road.
 - c. Video detection cameras and associated equipment shall be installed at the N. Scottsdale Road and E. Indian Bend Road intersection, and the N. Scottsdale Road and 6750 N. Driveway intersection per approved City of Scottsdale specifications.



Palmeraie

7-ZN-2016

RESOLUTION NO. 10645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF SCOTTSDALE AND ENTITLED "PALMERAIE DEVELOPMENT PLAN".

WHEREAS, State Law permits cities to declare documents a public record for the purpose of incorporation into city ordinances; and

WHEREAS, the City of Scottsdale wishes to incorporate by reference amendments to the Zoning Ordinance, Ordinance No. 455, by first declaring said amendments to be a public record.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That certain document entitled "Palmeraie Development Plan", attached as exhibit 'A', three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record. Said copies are ordered to remain on file with the City Clerk for public use and inspection.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of _____, 2017.

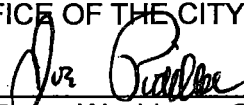
ATTEST:

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, Deputy City Attorney

Palmeraie Development Plan

THE PALMERAIETM

SCOTTSDALE

7-ZN-2016

Rezoning, Development Review and Development Plan
SWC Scottsdale Road & Indian Bend Road

PROJECT NARRATIVE

Prepared by:

Withey Morris, PLC

Jason B. Morris

George A. Pasquel III

On behalf of:

Five Star Development, LLC

Design Team:

Nelsen Partners

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1. INTRODUCTION

Purpose of Request

The purpose of this request is to obtain the entitlements necessary to develop the roughly 20 acre site at the southwest corner of Scottsdale Road and Indian Bend Road (the "Property") with a new, mixed-use retail and office project with the potential for additional residential and hotel uses in the future. The site is located along Scottsdale Road and immediately adjacent to the recently approved Ritz Carlton project in Paradise Valley. The project will help maintain Scottsdale's status as a world-class designation for shopping and dining, while also providing employment and retail opportunities for residents and visitors alike.

Request

The Property is currently zoned Resort / Townhouse Residential (R-4R) and has a General Plan designation of Resort / Tourism. The request is to rezone the Property to Planned Regional Center (PRC). The General Plan designation will remain the same.

Location

The Property is located at 6990 North Scottsdale Road at the southwest corner of Scottsdale Road and Indian Bend Road (Assessor's Parcel No.174-56-001D and -002A). The full site encompasses roughly 20 acres. The site is currently vacant and unimproved.

2. THE DEVELOPMENT PLAN

Overall design concept

The Palmeraie is an upscale, high-end mixed-use village providing a unique connection to bridge the Ritz-Carlton resort in Paradise Valley and the city of Scottsdale. The master plan contemplates a holistic view of the property that reinforces the resort retail connection and preserves Scottsdale as the preferred high end shopping destination.

Project Layout

The Palmeraie consists of an East-West commercial street loop in Phase I with 136,592 SF of retail with dining options and 32,200 SF of boutique offices. It is organized around a main pedestrian central plaza that connects vehicular access to the parking garage underground and the valet drop-offs to restaurants and high-end retail stores. Future Phases may include quality offices, luxury residential, retail and a boutique hotel. The main vehicular entrance is from Indian Bend to the north and secondary vehicular entries from Scottsdale Road to the east and 6750 to the south. The Palmeraie conforms to all setbacks and the 60' PRC height limit, with Phase I heights ranging from 30' to approximately 50' in height. The project shares amenities across the jurisdiction line with Paradise Valley.

Materials

The Palmeraie material palette could be described as warm contemporary with a neo-midcentury-modern feel. It uses a range of high-end stone, different patterns of fritted art glass façade systems, intricate decorative metal screen systems, precast stone and GFRC panels on high volumes, decorative hardwood soffits, steel trellis canopies, and green wall created as a design feature along the east façade of the project in Phase I. The project also includes design standards for the wide variety of storefront systems to be designed and installed by tenants.

Parking

The Palmeraie conforms to all City of Scottsdale parking requirements. The majority of the parking structure will be an underground parking garage across the jurisdiction line with Paradise Valley. The below grade parking will be painted and provide for below grade valet parking areas that will have a high-end and sophisticated appearance. The site provides convenient angled parking on all streets and several drop-off areas serve the public for an efficient and convenient flow of traffic.

Landscaping

The proposed landscape design at the Palmeraie begins with a series of palms that line the perimeter of the project, as well as the entries. The streetscape design along Scottsdale road utilizes existing design guidelines from the city, while incorporating a palette of colorful shrubs and groundcovers to supplement the natural Sonoran Desert landscape. Once inside the project, the palms transition into a grove of canopy trees that line either side of all interior roads. These canopy trees are meant to provide shade for shoppers, as well as provide a feeling of separation from the storefronts, to the vehicular circulation. The central retail core of

the project re-introduces palm trees as design themes, which are used as a source of shade for the large gathering spaces below.

Retail

Phase I of The Palmeraie consists of 136,592 SF of luxury retail and dining options in a pedestrian environment organized around a central plaza and an East-West commercial street. Building canopies and vegetation will provide ample shade and a comfortable pedestrian experience.

Office

The office component in Phase I of The Palmeraie consists of 32,200 SF of quality, boutique offices placed atop street level retail. The Offices will have balconies that are integrated with the overall design of the buildings.

Public realm

As a pedestrian environment, the Palmeraie is organized around a main central plaza. This plaza not only provides a pleasant retail experience to visitors but it also offers open space for the public and restaurant patios. The central plaza will be a vibrant space with opportunities for open air events and the arts festivals. Throughout the commercial street several smaller courtyards and pedestrian spaces will allow for a more intimate experience and the opportunity for micro-climates and a variety of events.

Sustainability Measures - Desert Modern Sustainable Design Strategies

The design of the Palmeraie site establishes a comprehensive and site specific language used as our approach to sustainable development on the site and the diverse social, economic, and environmental issues facing this stunning desert setting. The Master Plan proposes a series of interconnected and publicly accessible interior streets and independent buildings, a modern village concept, designed to grow and dynamically evolve over time. The Palmeraie was designed to be a dynamic center of activity and create nuanced areas for human interaction and engagement with the public. The vision includes sizing the blocks into a compact, walkable center, created to minimize personal vehicle use once on the site.

Design standards within the master plan for the site include development standards for enhanced open space, Best Management Practices used as part of a comprehensive storm water mitigation and management plan, a sophisticated and comprehensive materials criterion including landscape materials and irrigation criteria, means and methods of construction, potable water savings and use standards, exterior site lighting standards, and energy consumption guidelines.

Substantial ecological buffers around both arterial and secondary access roads were included in the master plan and designed as integrated architectural features. The high-performance envelope develops a unique facade language, including a massive green wall on the east façade along Scottsdale Road. The bioclimatic form will help with storm-water filtration, sound

attenuation from Scottsdale Road into the site, and will passively cool the large façade by alleviating direct solar gain on the building.

Phase I of the project was designed around a central plaza facilitating passive cooling by promoting cross ventilation and the Venturi effect, as well as providing areas shaded by the buildings themselves. The commercial streets running East-West were oriented to minimize direct solar gain on the West and East facades, enhancing the pedestrian experience.

The project as whole exemplifies passive solar design, design standards for individual buildings include clerestory windows with light shelves, custom sunshades and canopies for the buildings, each individually designed specifically by solar orientation for mitigating the effects of direct solar gains. The underground parking helps obviate the urban heat island effect.

Landscaping was integrated early in the project with mature trees selected to create lush shaded outdoor spaces. Desert adapted species and water features with recycled reclaimed water cool the central plaza, and shade structures are provided for comfort throughout the site.

We are currently exploring on site renewable energy concepts with roof top mounted photovoltaics, a solar trellis shade canopy capable of producing half the total energy used in the first phase of Palmeraie, resulting in substantial energy savings.

The project offers public gathering areas, quiet areas of contemplation, and active destinations. The proposed improvements, both public and private, leverages nearby tourism development in Scottsdale and Paradise Valley, and strengthens Scottsdale reputation as a strong, sustainable community connected to surrounding industries and opportunities.

3. GENERAL PLAN CONFORMANCE

The General Plan Conceptual Land Use Map designates the Property as Resort / Tourism. This designation will remain unchanged by this application and the proposal is in conformance with this designation as well as numerous Goals and Approaches found in the General Plan.

Land Use Goals and Approaches

No. 1 - Recognize Scottsdale's role as a major regional economic and cultural center, featuring business, tourism, and cultural activities.

- ***Promote land uses that accommodate destination resorts along with the recreation, retail, residential, and cultural uses that support tourism activity and sustain a resort-like lifestyle.***
- The proposal is perfectly aligned with this General Plan Goal and Approach and will help maintain Scottsdale's role as a major regional economic and cultural center. The first phase of the Palmeraie will provide world class retail and recreational uses in an open-air, resort-like lifestyle setting. The project will be a destination for locals and tourists alike. Phase 2 has the potential to provide additional residential, hotel or office uses as the market demands.

No. 2 - Coordinate land uses affecting regional networks (mobility, economic, and open space) with adjacent jurisdictions to maintain the integrity and efficiency of each network.

- ***Work with adjacent jurisdictions to understand the dynamics of the emerging and redeveloping areas on the borders of Scottsdale.***
- The Applicant has worked closely with the adjacent jurisdiction of Paradise Valley and will continue to do so throughout the development process. It is imperative that the Ritz Carlton and the Palmeraie work in unison from a planning perspective to ensure efficiency of development resources and coordinated mobility. One example of this coordinated effort is the two-level underground garage that will service the Palmeraie. The garage will span the jurisdictional line between Scottsdale and Paradise Valley, preserving resources and ensuring convenient parking options for visitors.

No. 7 - Sensitively integrate land uses into the surrounding physical and natural environments, the neighborhood setting, and the neighborhood itself.

- ***Focus intense land uses along major transportation networks (such as the Pima Freeway and major arterial streets) and in urban centers (such as Downtown and the Airpark). Less intense land uses should be located within more environmentally sensitive lands.***

- The proposal is a more intense land use which is ideally situated along a Major Arterial (Scottsdale Road). The Property also abuts Indian Bend Road which provides direct access to the Loop 101 Freeway. The location of this use on an urban, infill site along a Major Arterial is preferred in lieu of pushing this preferred land use to other, less accommodating and more environmentally sensitive areas.

Character & Design Goals and Approaches

No. 1 - Determine the appropriateness of all development in terms of community goals, surrounding area character, and the specific context of the surrounding neighborhood.

- ***Ensure that all development is a part of and contributes to the established or planned character of the area of the proposed location.***
- ***The Resort Corridor consists of concentrations of major resort facilities along Scottsdale Road near Downtown. A variety of tourist accommodations, quality office, specialty retail, recreation uses including golf courses and tennis courts, employment, and compatible high amenity residential neighborhoods are all components.***

- The Palmeraie project is designed in conformance with the surrounding area character. The site is located within the Urban District known as The Resort Corridor. The project will maintain and enhance this character with new, high-quality tourist accommodations including specialty retail and restaurant options. Future phases may include quality office uses, residential, and a boutique hotel.

No. 2 - Review the design of all development proposals to foster quality design that enhances Scottsdale as a unique southwestern desert community.

- ***Promote development that respects and enhances the unique climate, topography, vegetation and historical context of Scottsdale's Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.***
- The Palmeraie is designed to reflect Scottsdale's status as a distinct and modern desert City. The Sonoran Desert context and climate calls for special design considerations and treatments with regard to shade and pedestrian comfort. Although the design is unmistakably modern, it also recalls timeless desert building practices and strategies which ensure pedestrian comfort. These include the use of large building overhangs, shaded colonnades, lush desert-appropriate landscaping and courtyard water features. The combination of these features help to improve building performance and enhance overall pedestrian comfort. One of the biggest design considerations for the project in the placement of the vast majority of

parking spaces underground. This negates the heat-island effect produced from a "sea of surface parking," but also ensures comfortable vehicle temperatures when patrons return to their vehicles. The above design considerations combined with high quality materials will make the project a community amenity that helps sustain a high quality of life for residents and visitors alike.

No. 4 - Encourage "streetscapes" for major roadways that promote the city's visual quality and character, and blend into the character of the surrounding area.

- ***Create specific design guidelines for highly visible major city streets.***
- ***Achieve compatibility between pedestrians and transportation routes in the Suburban areas of the city. Use of trees that are native and/or desert adapted and achieve a dense, broad canopy is encouraged for the main theme of this streetscape type. Separation of pedestrians from traffic flow can be realized through the use of landscape areas and consideration of sidewalk alignment.***

The project's Scottsdale Road streetscape improvements will complete a long-lacking north-south pedestrian connection along the City's signature roadway. This enhancement will blend with the character of the surrounding area, matching the existing, large landscape setbacks provided in front of the Scottsdale Plaza Resort to the north and the Spectrum Office complex to the south. Detached sidewalks will help provide pedestrian comfort and protection, while the undergrounding of existing utilities will vastly improve the streetscape aesthetics.

No. 5 - Build upon the significant role the arts have played in shaping our community's image and lifestyle by maximizing the potential of public art to enrich the daily lives of people that live in or visit Scottsdale.

- ***Express Scottsdale's unique heritage, culture, and environment through private and public art.***
- The Palmeraie courtyards and interior street alignments are designed with ample opportunities for artwork to act as major focal points or as more subtle, complimentary features to the overall project design. Whether these pieces are commissioned through a "public" process or private process is yet to be determined and can be further outlined in the DR submittal. The courtyard water features and shade canopies are also designed as functional works of art.

No. 6 - Recognize the value and visual significance that landscaping has upon the character of the community and maintain standards that result in substantial, mature landscaping that reinforces the character of the city.

- ***Require substantial landscaping be provided as part of new development or redevelopment.***

- ***Maintain the landscaping materials and pattern within a character area.***
- ***Encourage the use of landscaping to reduce the effects of heat and glare on buildings and pedestrian areas as well as contribute toward better air quality.***
- The Sonoran Desert landscape defines Scottsdale as a unique desert oasis that few locales can match. The Palmeraie landscape design recognizes this unique setting and provides substantial, yet desert appropriate landscaping solutions. The exterior of the Palmeraie draws upon the existing Scottsdale plant palette in order to seamlessly match the existing environment. Large, mature palms will be used around the perimeter in combination with shade trees. The interior of the Palmeraie looks to reinforce that aesthetic, using plants which complement the landscape found throughout the city, while also defining the Palmeraie as a high-end retail destination. This is accomplished through the use of ornate shade trees and colorful shrubs and groundcovers throughout the interior of the site, in addition to plants native to Scottsdale. . Date Palms will serve as a mayor focal point of the Palmeraie, creating a strong sense of place and lining major pathways. Mature landscape will be critical to the success of creating the Palmeraie brand. The landscape will also enhance and ensure seamless connections to surrounding and future uses, including the Ritz-Carlton.

No. 7 - Encourage sensitive outdoor lighting that reflects the needs and character of different parts of the city.

- ***Encourage lighting designs that minimize glare and lighting intrusions into neighborhood settings.***
- ***Encourage creative and high quality designs for outdoor lighting fixtures and standards that reflect the character of the local context.***
- Palmeraie will conform to the City of Scottsdale's lighting design standards. The lighting will vary and be appropriately used from the Scottsdale Road frontage, to the interior of the project, to the residential interphase along Paradise Valley. The lighting will transition from The Ritz-Carlton resort to the resort retail. There will be sensitivity to the resort residential lighting to conform to the city lighting ordinance.

Economic Vitality Goals and Approaches

No. 1 - Sustain and strengthen Scottsdale's position as a premier international and national tourism destination and resort community.

- ***Enhance Scottsdale's tourism support services including fine dining, specialty retail, and entertainment.***

- ***Preserve and enhance the tourist's ability to travel easily to different destinations throughout the city. Promote the Transportation Center, trolley system, bike rental, and pedestrian connections, etc.***
- The Palmeraie will sustain and strengthen Scottsdale's position as a premier international and national tourism destination. The specialty retail and fine dining, along with the open-air courtyards and semi-public spaces will not only serve as a support service for the nearby resorts, but will also become a destination in their own right. The prominent location of the Palmeraie along Scottsdale Road and the new pedestrian linkages it will create to adjacent properties will ensure convenient and easy travel options for tourists. Guests at the Scottsdale Plaza Resort are just a short walk away, as is the McCormick-Stillman Railroad Park to the east.

No. 2 - Encourage and maintain a high level of diverse, quality retail and entertainment activity in Scottsdale that supports the needs of Scottsdale's residents and visitors.

- ***Encourage the location of new, high quality, regionally oriented retail activities in Scottsdale. New retail activity should focus on unique and diverse retail adventures.***
- ***Maintain a strong, aggressive position in dealing with bringing new, high quality retail and entertainment experiences to the community.***
- The Palmeraie will offer world class designer boutiques and dining options organized around walkable open air plazas with lush landscaping, an abundance of shade and key water features. The overall experience will be unique to Scottsdale and the Valley and will support the needs of residents and visitors alike.

No. 3 - Encourage and support a diversity of businesses that contribute to Scottsdale's sales and property tax base so that needed infrastructure, physical amenities, services, and the expansion of such services are provided.

- ***Diversify Scottsdale's business and retail community so it includes a variety of business types as well as a variety of business scales and sizes.***
- ***Promote Scottsdale as a diverse shopping and entertainment destination.***
- The Palmeraie will once again solidify Scottsdale as a premiere shopping and entertainment designation. With over 136,592 sqft of retail and dining options in Phase I alone, the project will expand Scottsdale's sales tax base to ensure the City can continue to provide vital services for residents.

Public Facilities Goals and Approaches

No. 3 - Encourage provision of power and communication systems that match the character of Scottsdale and provide reliable, efficient service for Scottsdale citizens, visitors, and businesses.

- ***Encourage the undergrounding of all existing 69kV and lower voltage electrical lines. One method for financing the undergrounding is through special improvement districts.***
- A significant expense, the project will look to underground the existing 69kv lines which run along Scottsdale Road. APS is requiring a 30ft utility easement for continued access to these lines.

Community Mobility Goals and Approaches

No. 8 - Emphasize live, work, and play land use relationships to optimize the use of citywide systems and reduce the strain on regional and local/neighborhood systems.

- ***Enhance Encourage the development or redevelopment of areas that support a balance of live, work and play land use relationships and alternative modes of transportation that reduce the reliance on the automobile.***
- ***Encourage, where appropriate, mixed use developments that physically incorporate residential, shopping and work environments within one area or project and place strong emphasis on connectivity with non-motorized access (pedestrian oriented development)***
- The Palmeraie represents a 20 acre, mixed-use development that will encourage a “park once” mentality. Phase I consists of 136,592 SF of retail and dining options, but also includes 32,200 SF of 2nd floor office space. Future phases, though not determined yet, will likely include a mix of office, residential and hotel uses to further emphasize the sought after live, work and play relationship of uses. The comfortable outdoor plazas, courtyards and pedestrian connections will further encourage non-motorized trips both within the site and to nearby and connecting properties.

4. SOUTHERN SCOTTSDALE CHARACTER AREA CONFORMANCE

The Property is located at the northwest tip of the Southern Scottsdale Character Area Plan boundaries and is in conformance with numerous provisions of that Plan, including some of the standards outlined below:

Land Use, Growth & Activity Goals and Policies (LU)

LU No. 4 - PRESERVE, ENHANCE, AND EXPAND THE RESORT, HOTEL, RETAIL, AND TOURISM LAND USES ALONG THE RESORT CORRIDOR IN SOUTHERN SCOTTSDALE.

- ***Promote reinvestment and revitalization along the Resort Corridor to sustain a mix of land uses that complement the area's tourism and hospitality activities.***
- The project is perfectly aligned with this goal and policy. Currently, the vacant Property represents a glaring gap in the Resort Corridor. This project will fill that gap with a high-end retail and tourism-attracting land use that works in conjunction with the existing resort and hotel uses as well as the forthcoming Ritz Carlton. The project will help reinvigorate and enhance this section of the Resort Corridor for years to come.

Character & Design Goals and Policies (CD)

CD No. 10 - PROVIDE PUBLIC ART TO CREATE EXCITING AND ATTRACTIVE PUBLIC SPACES THAT ARE USED AND ENJOYED BY SOUTHERN SCOTTSDALE RESIDENTS, WORKERS, AND VISITORS.

- ***Enhance the quality of life of Southern Scottsdale residents by increasing their access to the visual arts and create a more aesthetically-pleasing urban environment.***
- ***Support the creation of exciting, appealing, and harmonious public spaces by integrating architecture, design, public art, and the planning of infrastructure at the earliest design stage.***
- The Palmeraie courtyards and pedestrian gathering areas are designed in such a manner to enable the integration of high-quality architecture, design, and artwork. The water features, shade canopies and distinct building designs will create a visually attractive and enjoyable space for residents and visitors to enjoy. As noted elsewhere in this document, a determination on whether artwork is commissioned through a public process or private process is yet to be determined and will be further outlined in the DR submittal.

Public Services & Facilities Goals and Policies (PSF)

PSF No. 3 - PLAN AND PROVIDE FOR SOUTHERN SCOTTSDALE'S EXISTING AND FUTURE INFRASTRUCTURE NEEDS.

- ***Encourage both the private and public sectors to underground existing and new 69kV and lower voltage power lines throughout Southern Scottsdale, where feasible.***
- A significant expense, the project will look to underground the existing 69kv lines which run along Scottsdale Road. APS is requiring a 30ft utility easement for continued access to these lines.

5. SCOTTSDALE DESIGN STANDARDS CONFORMANCE

The project design is in conformance with numerous Character and Design policies published by the City of Scottsdale. The Palmeraie will develop as part of the DRB submittal package, Design Guidelines for the Palmeraie. The guidelines will establish the character of this contemporary resort retail village. The intent of the guidelines will serve two functions; 1) to allow for flexibility for the retail tenants and yet maintain a strong coherent design vision, and 2) provide guidance for future development as part of the overall Master Plan.

6. PLANNED REGIONAL CENTER CONFORMANCE

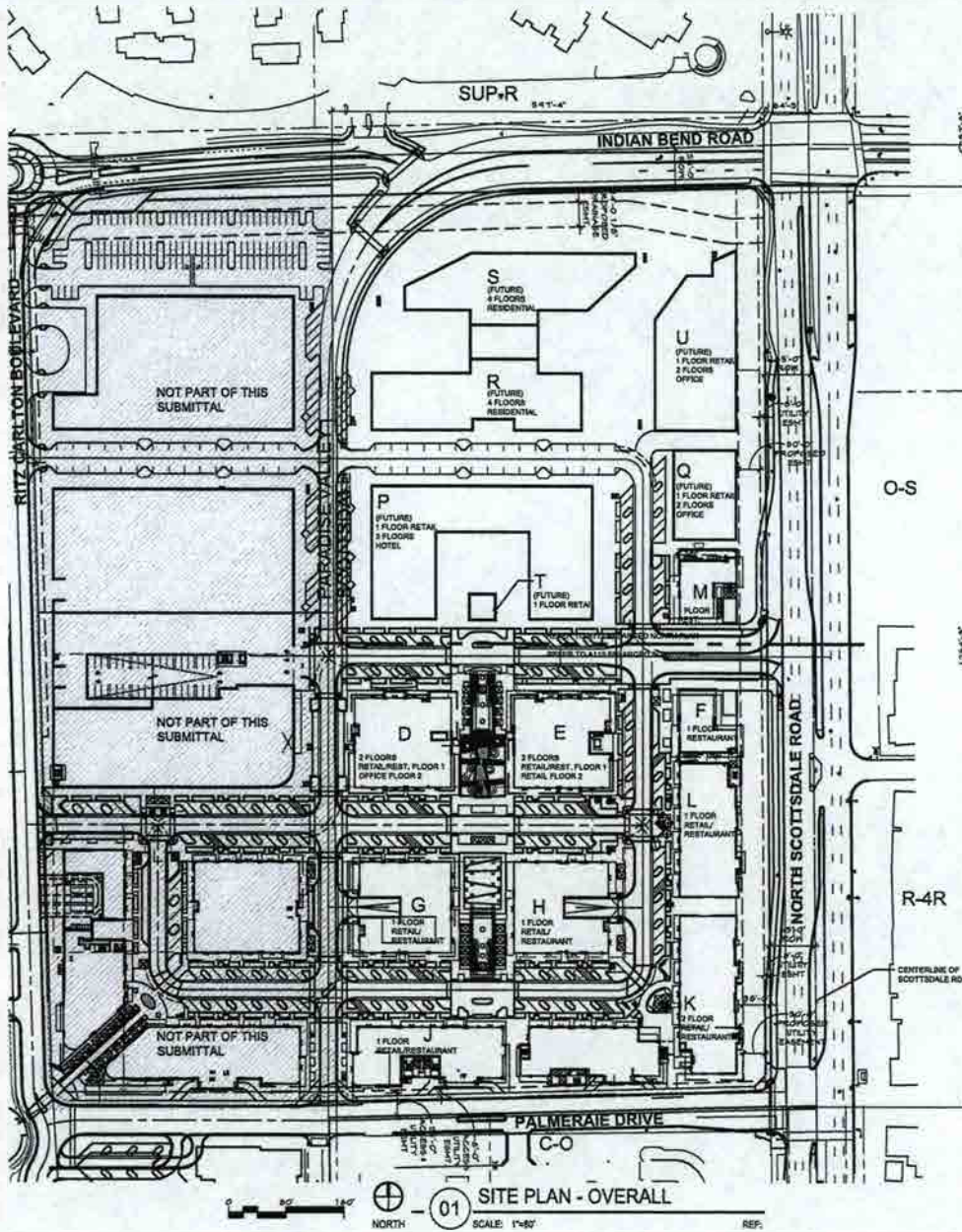
As noted in Ordinance Section 5.2600, the purpose of the Planned Regional Center District (PRC) is *"to provide for regional shopping, business, and residential uses within a planned center serving a broad region."* Additionally, the PRC, *"...should be pedestrian oriented with complementary mixed uses that are carefully interrelated by the site design."* The proposal is perfectly aligned with this stated purpose. The Palmeraie will provide regional shopping and business opportunities in a highly designed, mixed-use setting. The project layout places an emphasis on pedestrian comfort and orientation.

7. AMENDED DEVELOPMENT STANDARDS

Phase I of the Palmeraie project adheres to the applicable development standards. The FAR is below the allowable 0.8 standard and building heights are below the allowable 60' standard. Should Phase II require amended development standards, an amendment to this development plan will be required.

8. CONCLUSION

As outlined in this narrative and as seen in the application exhibits, the proposal meets and exceeds numerous stated goals of the General Plan, the Southern Scottsdale Character Area Plan and the Planned Regional Center ordinance. The project will deliver an iconic, world class shopping venue and will help maintain Scottsdale's status as a word class shopping and dining destination, while also providing employment and retail opportunities for residents and visitors alike.



PROJECT DATA
PROJECT PROPOSED USES: RETAIL/RESTAURANT/OFFICE

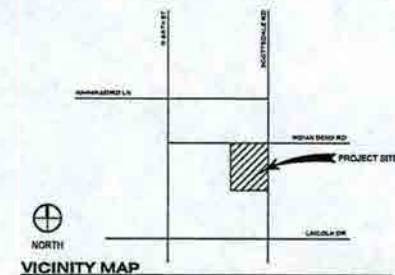
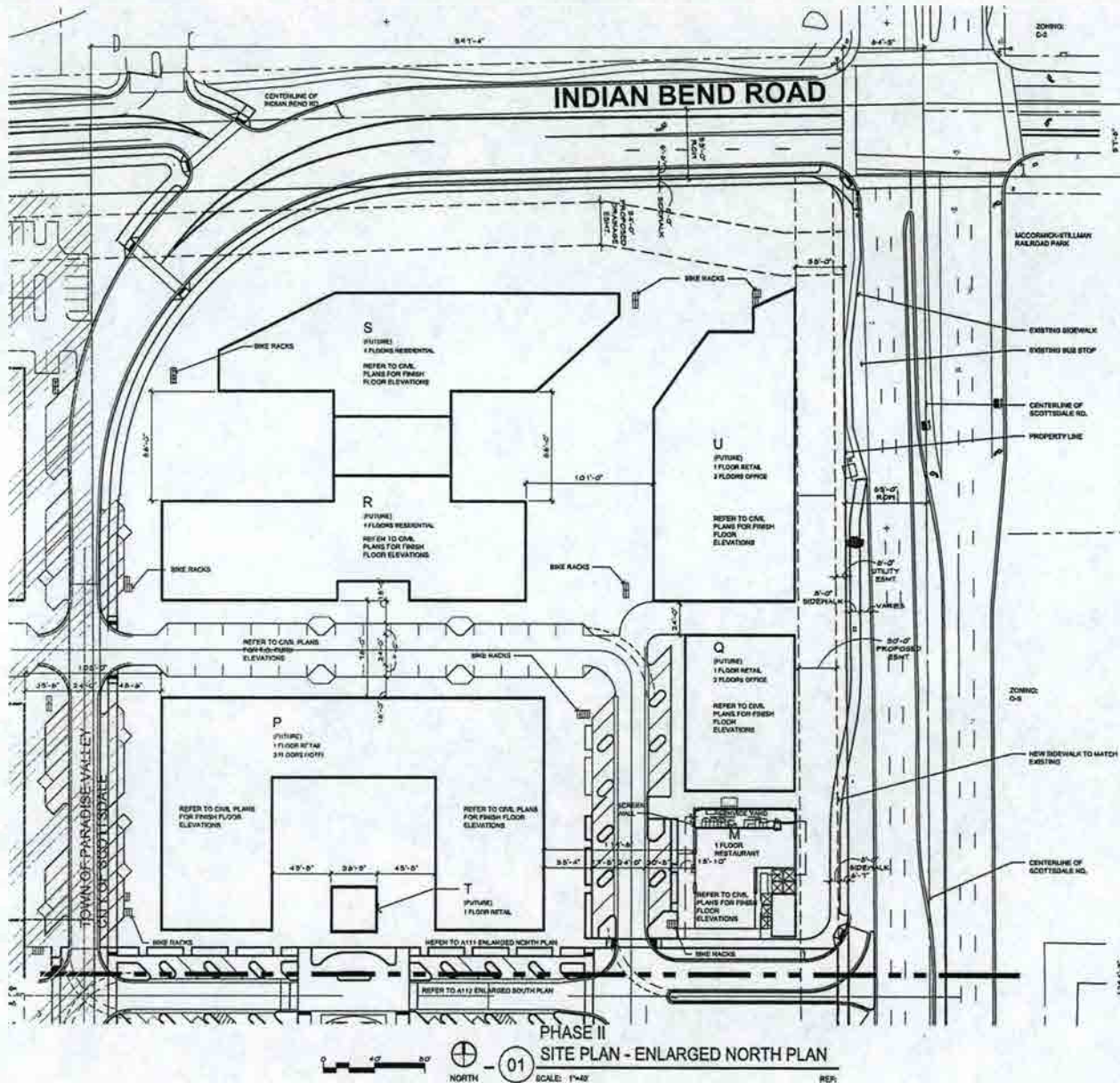
Zoning: **Sup-R**
Current: R-4R Proposed: PRC

Building Height Allowed: **60'**

Development Plan Gross Lot Area: 20.03 AC / 876,881 SF
Development Plan Net Lot Area: 17.26 AC / 751,781 SF

Contribution Type: BII

BUILDING AREA TABULATIONS PHASE I AND II								
PHASE	BUILDING	GSA SQ FT	NET BLDG SQ FT	NET BLDG SQ FT	NET OFFICE SQ FT	NET TOTAL SQ FT	HOTEL SQ FT	RESIDENTIAL SQ FT
Ph I	Building D	16,461	9,424	3,901	15,395			
	Ground	16,461						
	Second	16,461						
Ph I	Building F	15,823	12,728	1,527	-		28,730	
	Ground	15,823						
	Second	15,823						
Ph I	Building G	4,990	-	4,990	-		36,854	
	Ground	4,990						
	Second	4,990						
Ph I	Building H	14,213	8,762	3,360	-		12,172	
	Ground	14,213						
	Second	14,213						
Ph I	Building I	14,173	12,555	708	-		13,263	
	Ground	14,173						
	Second	14,173						
Ph I	Building J	30,250	18,047	3,018	-			
	Ground	30,250						
	Second	30,250						
Ph I	Building K	14,312	15,792	-	-		8,905	-
	Ground	14,312						-
	Building L	4,990	-	5,000	-		1,650	-
Phase I Total:		173,000 GSF	111,828 NSF	23,014 NSF	15,395 NSF	151,617 NSF		
	Ph I Building F	154,048	123,064 GSF	-	-	121,884 GSF (100 Units)	-	-
	Ph II Building Q	40,528	13,563 GSF	-	27,006 GSF	-	-	62,933 GSF (55 Units)
Ph II	Building R	82,573	-	-	-	-	-	84,497 GSF (58 Units)
	Building S	86,437	-	-	-	-	-	-
	Building T	900	800 GSF	-	-	-	-	-
Ph II	Building U	24,500	18,320 GSF	-	26,640 GSF	2	-	-
	Building V	-	-	-	-	-	-	-
	Building W	-	-	-	-	-	-	-
Phase II Total:		432,772 GSF	65,792 GSF	-	63,636 GSF	-	137,884 GSF	168,432 GSF
	Phase I&II Total:	605,772 GSF	177,728 GSF	23,014 GSF	79,061 GSF	151,617 GSF	133,984 NSF	169,432 GSF



Resolution No. 10645
 Exhibit A
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**NELSEN
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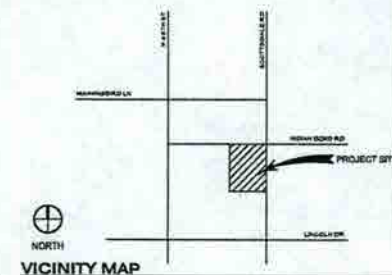
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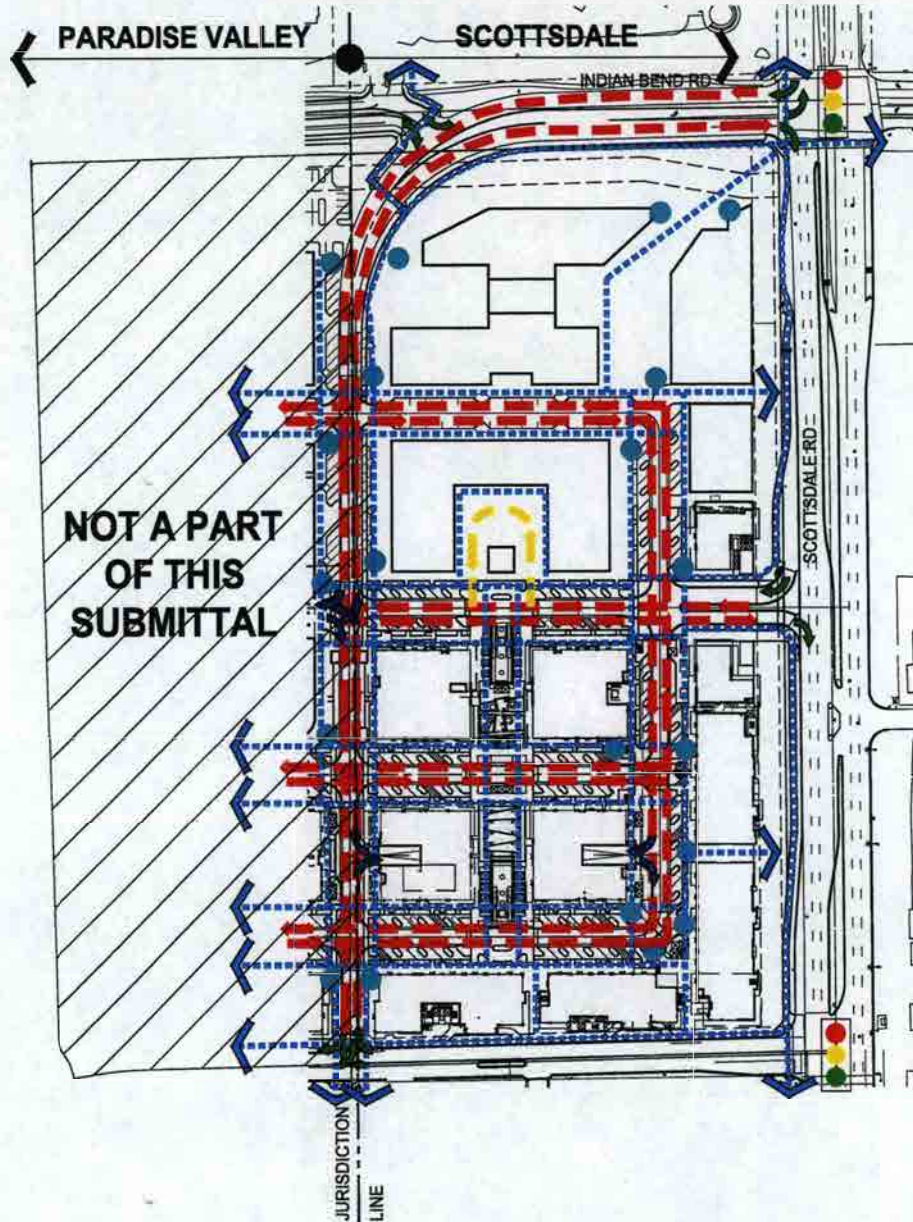
Project No.
 315023

A111
 SITE PLAN - PHASE II
 ENLARGED NORTH PLAN

7-ZN-2016
6/30/2016



7-ZN-2016
6/30/2016



- LEGEND**
- OFF-SITE ENTRY / EXIT
 - PARKING GARAGE ENTRY / EXIT
 - TWO-WAY STREET
 - ONE-WAY STREET
 - PEDESTRIAN CIRCULATION
 - BICYCLE PARKING

0 5' 10'



01

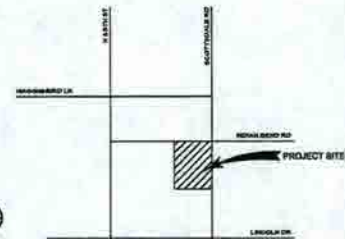
PEDESTRIAN AND VEHICLE CIRCULATION PLAN

SCALE: 1"=40'

REP:



VICINITY MAP



Resolution No. 10645
Exhibit A
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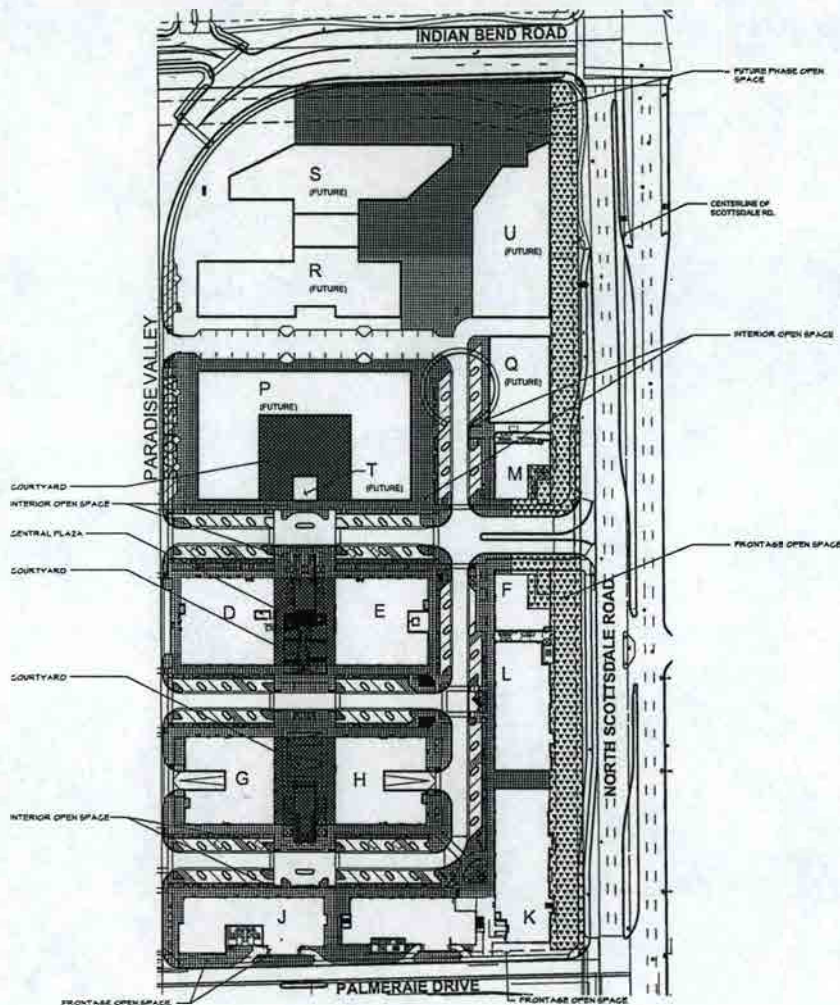
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A103
PEDESTRIAN AND VEHICLE CIRCULATION PLAN

7-ZN-2016
6/30/2016



0 30' 60' 120' NORTH 01 OPEN SPACE PLAN SCALE: 1"=60' REF:

PROJECT DATA

PROJECT PROPOSED USES: RETAIL/RESTAURANT/OFFICE

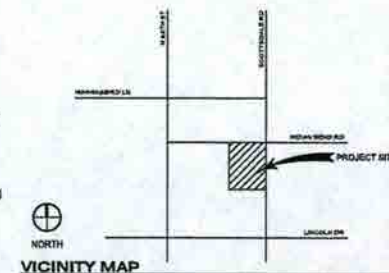
Zoning	Current: R-4R	Proposed: PRC
Building Height Allowed	35'	
Setbacks	50'	
Development Plan Green Lot Area:	20,135 AC / 876,581 SF	
Development Plan Red Lot Area:	15,368 AC / 673,787 SF	
Construction Type I RB		

OPEN SPACE CALCULATIONS:

Open Space Required:	
Front 12'	= 18% x Red Lot Area = 121,253 SF
Front 35'	= 35% x 204 x 787,787 SF = 158,131 SF
Total Required:	= 339,384 SF
Open Space Provided:	
Front Open Space:	
Required	= 35% x Open Space Required = 56,176 SF
Provided	= 84,382 SF
Courtyard Open Space:	
Required	= 81% x Red Lot Area = 81% x 787,787 SF = 638,508 SF
Provided	= 325,448 SF
Open Space other than Frontal Open Space and Courtyard Open Space:	
Provided	= 176,756 SF
Total Open Space Provided:	= 586,586 SF

KEY:

- Front Open Space
- Open Space Other than Frontal Open Space
- Parking Lot Landscaping
- Courtyard Open Space



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Exhibit A
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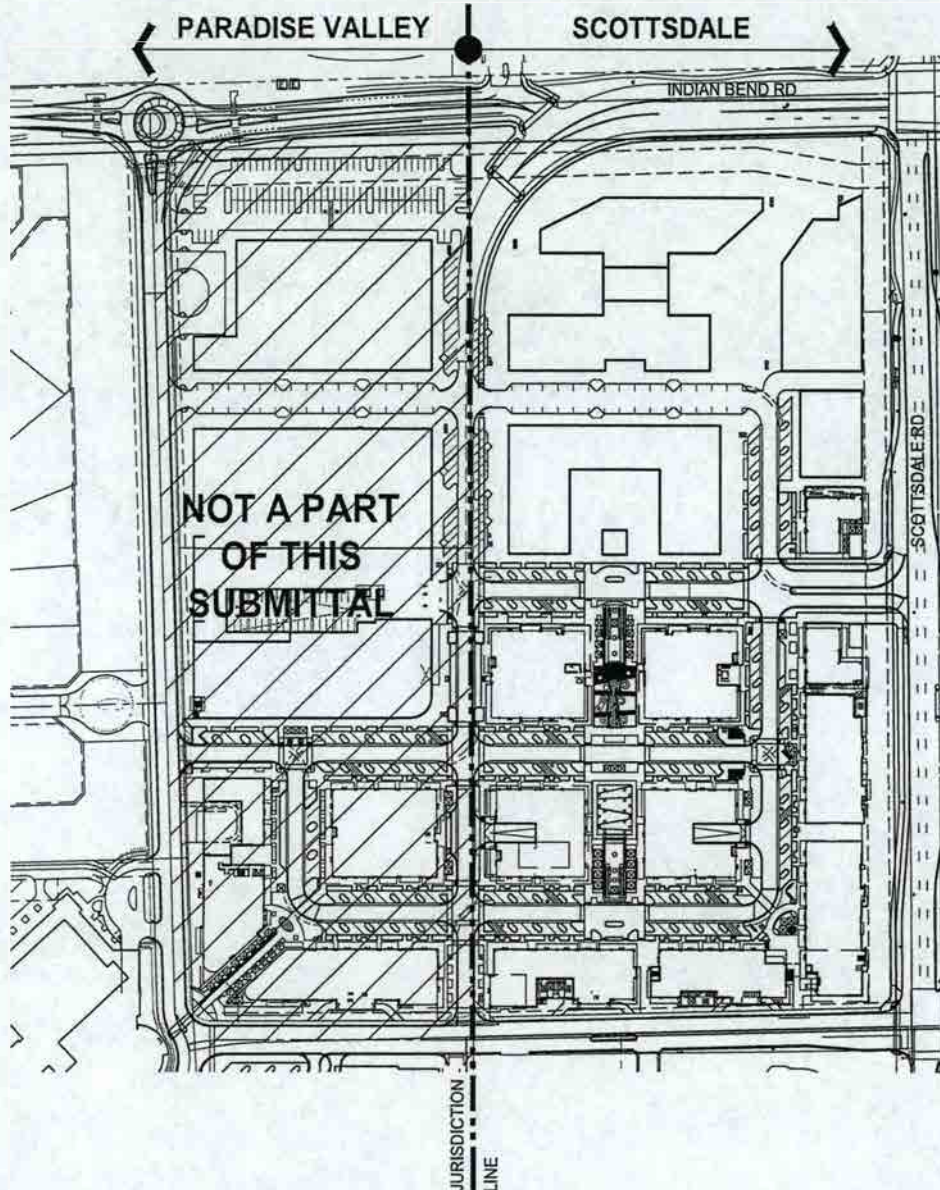
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Project No.
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A120
OPEN SPACE PLAN

7-ZN-2016
6/30/2016



01 PARKING PLAN - SURFACE PARKING
SCALE: 1"=40'
NORTH

PARKING CALCULATIONS - PHASE 1

Required Spaces: (1 per 325 GSF) 175,400/325 =	541 cars
Provided Spaces:	
Surface	538
Basement Level One (B1)	211
Basement Level Two (B2)	132
Provided Total	881 cars
GROSS FLOORING AREAS	
Basement Level One	245,728 sf
Basement Level Two	81,344 sf
Total Below Grade Parking Area	327,072 sf

SEE SHEET A128 FOR OPEN SPACE AND SURFACE PARKING AREAS

Accessible Parking

Required: 1% of required parking	71
Provided:	71
Van Accessible:	
1 per 6 required accessible spaces = 4	
of the required accessible spaces	

Approximately half of the accessible spaces are distributed throughout the surface parking areas, and the other half is located on B1 adjacent to the elevator lobby.

Bicycle Parking (Exhibit Project - Phase 1 & 2)

Required:	375 required parking cars
Min. Provided:	100
Provided:	100

541 / 10 = 54.1 bike spaces required in Phase 1.

PHASE 2

PARKING FOR FUTURE PHASE 2 WILL BE DESIGNED TO MEET OR EXCEED THE MINIMUM REQUIREMENTS FOR THE BUILDING AREAS ON PHASE 2.

NOTES

- UNOBSTRUCTED VERTICAL CLEARANCE OF 12'-4" WILL BE MAINTAINED FOR ALL ROADS (PPE CHORDANCE 444.503.3.1)
- FDCS AND FIRE RISER ROOMS ARE LOCATED AT EACH BUILDING AS NOTED

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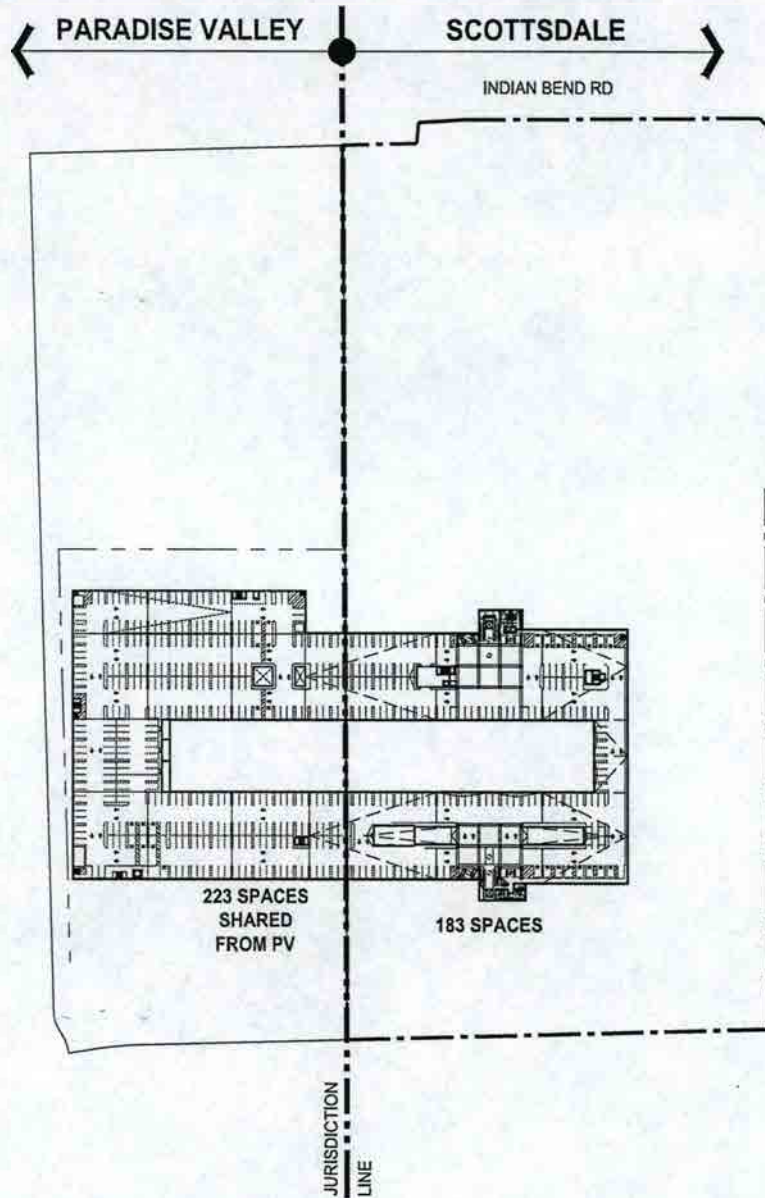
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A-3011 NELSEN PARTNERS, INC.

Project No.
315593

A130
PARKING PLAN - SURFACE

7-ZN-2016
6/30/2016



0 5' 10' NORTH 01 PARKING PLAN - B1 LEVEL SCALE: 1"=40' REF:

PARKING CALCULATIONS - PHASE 1

Required Spaces: (1 per 125 GSF)	541 cars
176,810/125=	
Provided Spaces:	
Surface	531
Basement Level One (B1)	511
Basement Level Two (B2)	126
Provided Total:	1168 cars
CRUDE PARKING AREAS	
Basement Level One	146,728 sf
Basement Level Two	81,344 sf
Total Basement Parking Area:	302,072 sf

SEE SHEET A133 FOR OPEN SPACE AND SURFACE PARKING AREAS

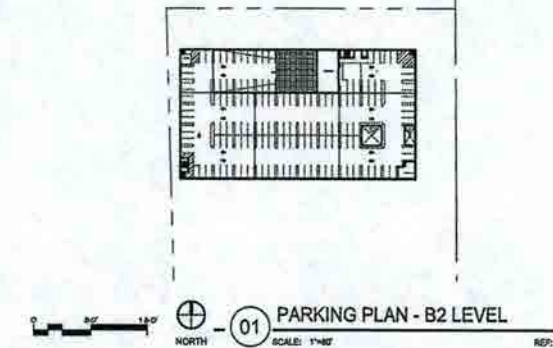
PHASE 2

PARKING FOR FUTURE PHASE 2 WILL BE DESIGNED TO MEET OR EXCEED THE NRMAM REQUIREMENTS FOR THE BUILDING AREAS ON PHASE 2.

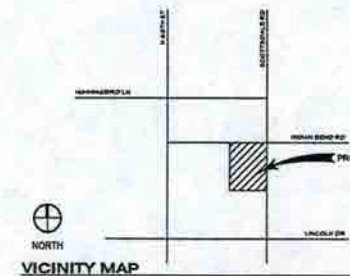
NOTES

- UNOBSTRUCTED VERTICAL CLEARANCE OF 13'-0" WILL BE MAINTAINED FOR ALL ROADS (PER ORDINANCE 4843, 2012.1)
- FOOB AND FINE RIDER ROOMS ARE LOCATED AT EACH BUILDING AS NOTED

Accessible Parking	
Required: 4% of required parking	21
Provided:	21
Van Accessible:	
1 per 8 required accessible spaces = 4	
of the required accessible spaces	
Approximately half of the accessible spaces are distributed throughout the surface parking areas, and the other half is located on B1 adjacent to the elevator lobby.	
Bicycle Parking (Bike Project - Phase 1 & 2)	
Required: 1/10 required parking cars	
Min. Required:	100
Provided:	100
541 / 10 = 54 bike spaces required in Phase 1.	



Resolution No. 10645
Exhibit A
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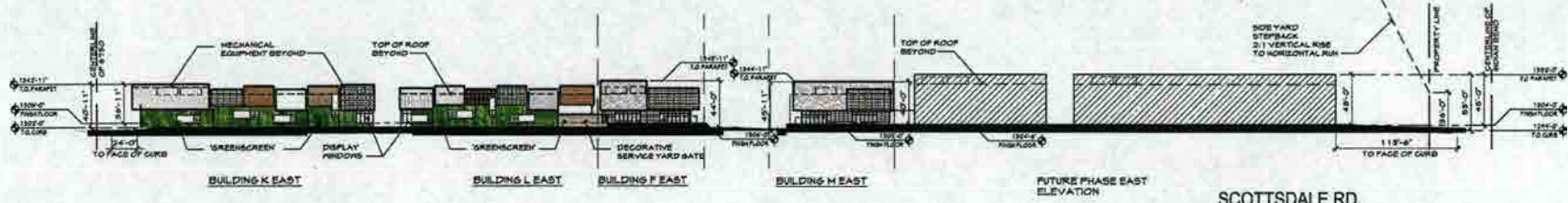
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Project No.
315033

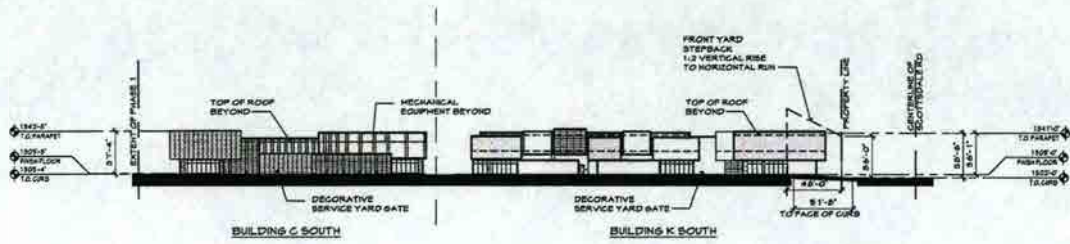
A131
PARKING PLAN - B1&B2 LEVEL

7-ZN-2016
6/30/2016



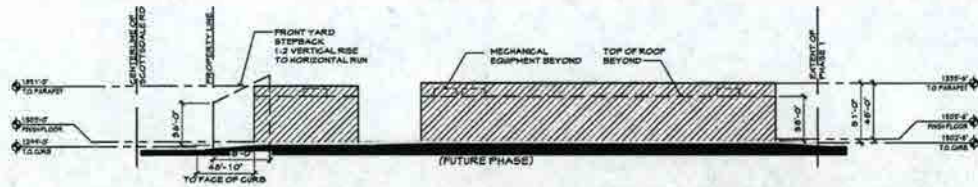
SCOTTSDALE RD.
OVERALL EAST ELEVATION

03 SCALE: 1/4"=1'-0" REF.



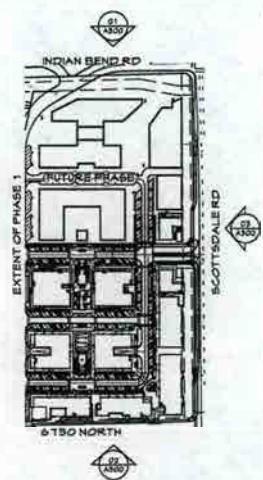
6750 NORTH
OVERALL SOUTH ELEVATION

02 SCALE: 1/4"=1'-0" REF.



INDIAN BEND RD.
OVERALL NORTH ELEVATION

01 SCALE: 1/4"=1'-0" REF.



ELEVATION KEY PLAN

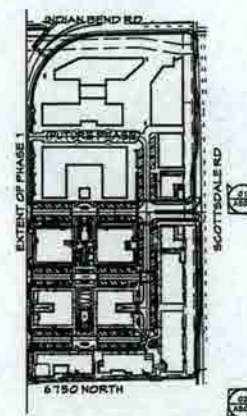
Resolution No. 10645
Exhibit A
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02 SCOTTSDALE RD PERSPECTIVE - LOOKING NORTHWEST
SCALE: N.T.S. REF:



01 SCOTTSDALE RD PERSPECTIVE - LOOKING SOUTHEAST
SCALE: N.T.S. REF:



PERSPECTIVE KEY PLAN

Resolution No. 10645
Exhibit A
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Project No.
315033

A301
PERSPECTIVES

7-ZN-2016
6/30/2016

Plant Legend

Perimeter Roads Trees

Symbol	Botanical name	Common Name	Size	Caliper
	<i>Rainieria macrocarpa</i>	Chihuahuan Orchid Tree	24" box	2"
	<i>Olea europaea</i>	Olive	24" box	3"

Palms and Cycads

Symbol	Botanical name	Common Name	Size	Notes
	<i>Chamaerops humilis</i>	Mediterranean Fan Palm	2'-4" BTH	3 trunks
	<i>Cycas revoluta</i>	Sage Palm	20 gal	1 trunk
	<i>Theritis dactylifera</i>	Date Palm	12" BTH	-

Interior Trees

Symbol	Botanical name	Common Name	Size	Caliper
	<i>Bauhinia variegata</i>	Purple Orchid Tree	24" box	2"
	<i>Citrus</i> species	Citrus	15 gal	N/A
	<i>Ficus microcarpa nitida</i>	Indian Laurel Fig	24" box	3"
	<i>Olea europaea</i>	Olive	24" box	3"

Palms and Cycads

Symbol	Botanical name	Common Name	Size	Notes
	<i>Chamaerops humilis</i>	Mediterranean Fan Palm	2'-4" BTH	3 trunks
	<i>Cycas revoluta</i>	Sage Palm	20 gal	1 trunk
	<i>Phoenix dactylifera</i>	Date Palm	12" BTH	-

Notes:

1. All plant material, 1 gallon and larger, including balled palms, to be supplied by D. L. Cunningham, Inc. It is the responsibility of the landscape contractor to locate and bid any balled palms, but these palms must be selected by D.L.C. Inc. and approved by Burton Landscape Architecture Studio. Landscape contractor must contact D.L. Cunningham, Inc. for their selection rules and all other applicable terms. Contact Rob Cunningham 949 261 3191.

2. The contractor shall verify all plant material quantities prior to plant installation. Plant material quantities are listed for the convenience of the contractor. Actual number of plant symbols shall have priority over quantities designated.

3. All plant material designated with (++) shall be planted with cactus and succulent back fill mix (see planting specifications).

4. All plant material designated with (****) shall be planted with acid loving plant back fill mix (see planting specifications).

5. All individual shrubs @ slope conditions are to be underplanted with ground cover to match adjacent plant symbol.

Perimeter Roads Shrubs, Perennials, Vines and Groundcovers

Botanical name	Common Name	Size
<i>Anigraethos species ++</i>	Kangaroo Paw	5 gal
<i>Baccharis species</i>	Baccharis	5 gal
<i>Bougainvillea species</i>	Bougainvillea	5 gal
<i>Buddleia frutescens ++</i>	No Common Name	5 gal
<i>Caesalpinia species</i>	No Common Name	5 gal
<i>Callistemon viminalis</i>	Weeping Bottlebrush	5 gal
<i>Campsis radicans</i>	Common Trumpet Creeper	5 gal
<i>Carissa macrocarpa 'Tuttie'</i>	Natal Plum	5 gal
<i>Dalea greggii</i>	Trailing Indigo Bush	5 gal
<i>Eremophila species</i>	Emu Bush	5 gal
<i>Felipea sellowiana</i>	Pineapple Guava	5 gal
<i>Ficus pumila</i>	Creeping Fig	5 gal
<i>Gaura lindheimeri</i>	Lindheimer's Beeblossom	5 gal
<i>Gelsemium sempervirens</i>	Carolina Jessamine	5 gal
<i>Jasminum mesnyi</i>	Primrose Jasmine	5 gal
<i>Lantana species</i>	No Common Name	5 gal
<i>Leucophyllum species</i>	Texas Ranger	5 gal
<i>Macfadyena unguis-cati****</i>	Cat's Claw	5 gal
<i>Myrtus communis</i>	Myrtle	5 gal
<i>Myoporum parvifolium</i>	No Common Name	Sod
<i>Nerium oleander</i>	Oleander	5 gal
<i>Penstemon species</i>	Scord Tongue	5 gal
<i>Plumbago auriculata (scapoides)</i>	Cape Plumbago	5 gal
<i>Portulacaria afra ++</i>	Elephant's Food	5 gal
<i>Prunus caroliniana 'Bright 'n' Tight'</i>	Carolina Laurel Cherry	5 gal
<i>Pyracantha species</i>	Firethorn	5 gal
<i>Rosa banksiae</i>	Lady Banks' Rose	5 gal
<i>Rosmarinus officinalis 'Prostratus'</i>	Rosemary	1 gal
<i>Rosmarinus officinalis species</i>	Rosemary	5 gal
<i>Ruellia species</i>	No Common Name	5 gal
<i>Salvia greggii</i>	Autumn Sage	5 gal
<i>Thevetia nerifolia</i>	Yellow Oleander	5 gal
<i>Tecoma stans 'Gold Star'</i>	Gold Star Esperanza	5 gal
<i>Xylocopa congestum</i>	Shiny Xylocopa	5 gal



Interior Shrubs, Perennials, Vines and Groundcovers

Botanical name	Common Name	Size
<i>Anigraethos species ++</i>	Kangaroo Paw	5 gal
<i>Asparagus densiflorus 'Sprenger'</i>	Sprenger Asparagus	5 gal
<i>Bougainvillea species</i>	Bougainvillea	5 gal
<i>Callistemon viminalis</i>	Weeping Bottlebrush	5 gal
<i>Calceolophos hartwegii fenderi</i>	Sundrops	5 gal
<i>Campsis radicans</i>	Common Trumpet Creeper	5 gal
<i>Carissa macrocarpa 'Tuttie'</i>	Natal Plum	5 gal
<i>Cochlosanthus roseus</i>	Madagascar Periwinkle	5 gal
<i>Felipea sellowiana</i>	Pineapple Guava	5 gal
<i>Ficus pumila</i>	Creeping Fig	5 gal
<i>Gelsemium sempervirens</i>	Carolina Jessamine	5 gal
<i>Lantana species</i>	No Common Name	5 gal
<i>Lavandula species ++</i>	Lavender	5 gal
<i>Ligustrum japonicum 'Texanum'</i>	Wax-Leaf Privet	5 gal
<i>Macfadyena unguis-cati****</i>	Cat's Claw	5 gal
<i>Myrtus communis</i>	Myrtle	5 gal
<i>Pedilanthus tamariscarpus</i>	Lady's Slipper	5 gal
<i>Pittosporum species</i>	No Common Name	5 gal
<i>Plumbago auriculata (scapoides)</i>	Cape Plumbago	5 gal
<i>Prunus caroliniana 'Bright 'n' Tight'</i>	Carolina Laurel Cherry	5 gal
<i>Punica granatum</i>	Flowering Pomegranate	5 gal
<i>Rosa banksiae</i>	Lady Banks' Rose	1 gal
<i>Rosmarinus officinalis 'Prostratus'</i>	Rosemary	5 gal
<i>Rosmarinus officinalis species</i>	Rosemary	5 gal
<i>Santolina chamaecyparissus</i>	Lavender Cotton	5 gal
<i>Stralitzia reginae</i>	Bird Of Paradise	5 gal
<i>Teucrium fruticans</i>	Bush Germander	5 gal
<i>Trachelospermum jasminoides</i>	Star Jasmine	5 gal
<i>Westringia fruticosa</i>	Coast Rosemary	

Resolution No. 10645
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burton

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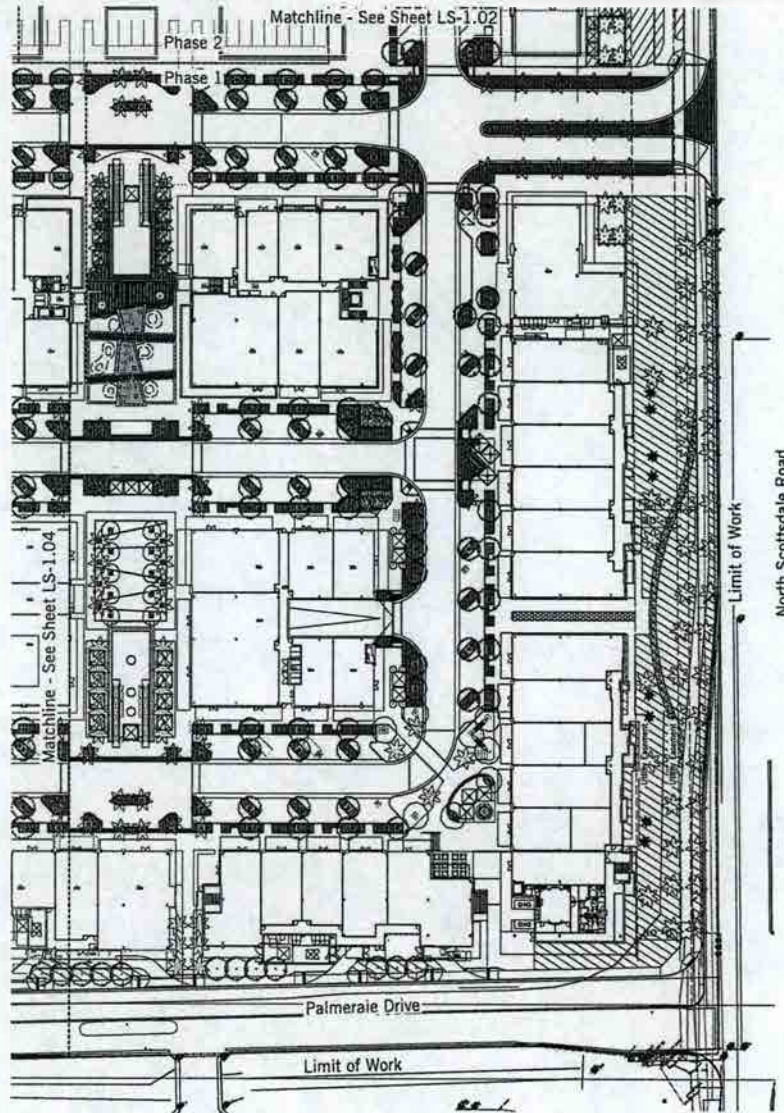
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Project No.
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Landscape Plan
Notice & Legend
LS-0.01

7-ZN-2016
6/30/2016



Resolution No. 10645
Exhibit A
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Plant Legend

Perimeter Roads Trees

Symbol	Botanical name
	Baobab macrocarpa
	Ulmus parvifolia

Perimeter Roads Palms

Symbol	Botanical name
	Chamaecyparis humilis
	Cycas revoluta
	Phoenix dactylifera

Interior Trees

Symbol	Botanical name
	Baobab variegata
	Citrus species
	Ficus microcarpa nitida
	Ulmus parvifolia

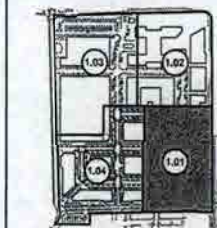
Interior Palms

Symbol	Botanical name
	Chamaecyparis humilis
	Cycas revoluta
	Phoenix dactylifera

Shrubs

Symbol	Description
	Perimeter Roads & Right of Way Shrubs, Perennials, Vines and Groundcovers
	Total SF - 37,834
	Interior & On-Site Shrubs, Perennials, Vines and Groundcovers
	Total SF - 54,786 SF
	Total Landscape Square Footage - 92,620 SF

Key Map



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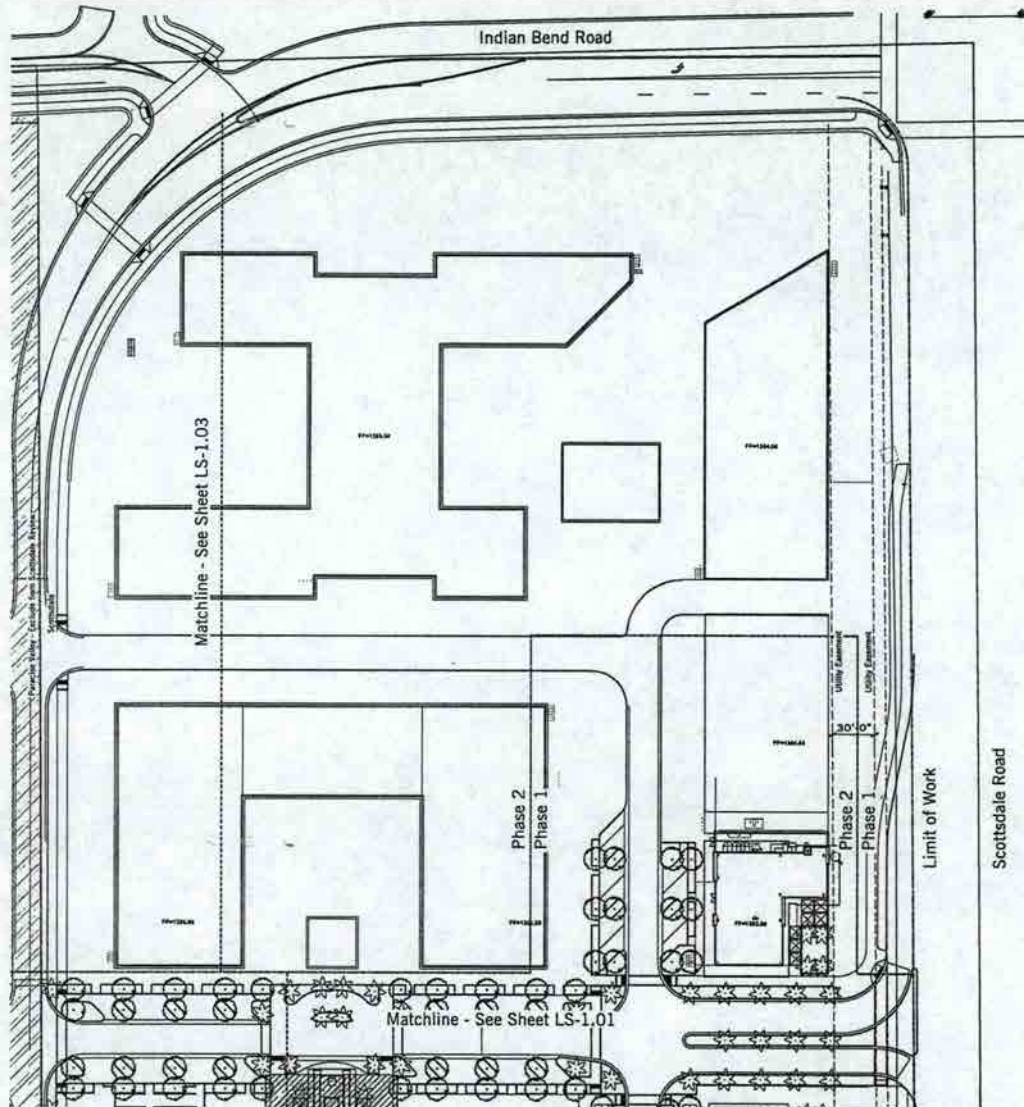
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Project No.
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Landscape Plan

LS-1.01

7-ZN-2016
6/30/2016



Resolution No. 10645
Exhibit A
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Plant Legend	
Perimeter Roads Trees	
Symbol	Botanical name
	<i>Baobab macrocarpa</i>
	<i>Ulmus parvifolia</i>
Perimeter Roads Palms	
Symbol	Botanical name
	<i>Chamaedorea humilis</i>
	<i>Cycas revoluta</i>
	<i>Phoenix dactylifera</i>
Interior Trees	
Symbol	Botanical name
	<i>Baobab variegata</i>
	<i>Citrus species</i>
	<i>Ficus microcarpa nitida</i>
	<i>Ulmus parvifolia</i>
Interior Palms	
Symbol	Botanical name
	<i>Chamaedorea humilis</i>
	<i>Cycas revoluta</i>
	<i>Phoenix dactylifera</i>
Shrubs	
Symbol	Description
	Perimeter Roads & Right of Way Shrubs, Perennials, Vines and Groundcovers
	Total SF - 37,834
	Interior & On-Site Shrubs, Perennials, Vines and Groundcovers
	Total SF - 54,786 SF
	Total Landscape Square Footage - 92,620 SF
Key Map	

**NELSEN
PARTNERS**
ARCHITECTS & PLANNERS

Nelsen Partners, Inc.
Austin | Scottsdale
12210 North Scottsdale Road
Suite #200
Scottsdale, Arizona 85254
P 480.943.4800
nelsonpartners.com

burton
Landscape Architecture Studio
3813 Camelback Road, Suite 200
Phoenix, Arizona 85018
P 602.998.1111
www.burton-studio.com

PALMERIAE
C.O.S. PRE-APP NO.: 44 - PA - 2016
6990 N. SCOTTSDALE RD.
SCOTTSDALE, AZ

Date
JUNE 20, 2018 - Re-zoning

Drawings and other material submitted to the City of Scottsdale are the property of the City of Scottsdale and may not be reproduced, copied, or distributed without the written consent of the City of Scottsdale.

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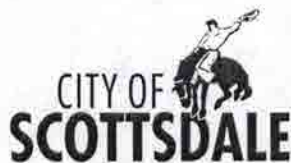
Project No.
315033

Landscape Plan

LS-1.02



7-ZN-2016
6/30/2016

Palmeraie Development Plan



**Community & Economic Development Division
Planning and Development Services**

7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

To: Honorable Mayor and City Council Members
From: Brad Carr, AICP, Principal Planner 
Through: Randy Grant, Planning and Development Director 
Date: 3/14/2017
Re: Palmeraie project supplemental information (7-ZN-2016)

Honorable Mayor and City Council Members,

The following items are provided as supplements to the City Council report for the Palmeraie project, which is scheduled to the March 21, 2017 City Council hearing:

Attachment #4: Resolution No. 10677

Attachment #5: Contract No. 2017-003-COS

RESOLUTION NO. 10677

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA,
AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT
AGREEMENT NO. 2017-003-COS FOR PROPERTY GENERALLY
LOCATED AT 6990 N. SCOTTSDALE ROAD.

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. 2017-003-COS for construction of a new mixed-use development on the property located at 6990 N. Scottsdale Road; and

WHEREAS, this Development Agreement No. 2017-003-COS 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. 2017-003-COS after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record Development Agreement No. 2017-003-COS with the Maricopa County Recorder within ten (10) days of its execution by the Mayor.

Section 3. That the City Manager or his designee is authorized to accept from the Developer a monetary contribution totaling \$408,000.00 as a "Usage Fee" for use by the City to assist in constructing and maintaining the City's regional drainage system. Said funds shall be deposited in the Fund 408 account.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this _____ day of _____, 2017.

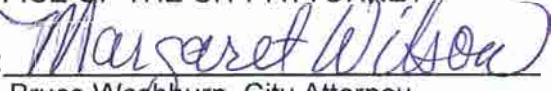
ATTEST:

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: Margaret Wilson, Assistant City Attorney

15455743v1

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS
(Brad Carr)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

DEVELOPMENT AGREEMENT

**C.O.S. Contract No. 2017-003-COS
(Palmeraie)
(Resolution No. 10677)**

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2017, by and between the City of Scottsdale, an Arizona municipal corporation (“**City**”) and Five Star Development Resort Communities, LLC, an Arizona limited liability company (“**Developer**”).

RECITALS

A. Developer proposes to improve certain real property in the City, owned by Developer, as legally described on **Exhibit “A”** attached hereto, and as depicted on **Exhibit “C”** attached hereto (the “**Scottsdale Property**”).

B. Developer also owns certain real property within the Town of Paradise Valley, contiguous to the Scottsdale Property (the “**TPV Property**,” legally described in **Exhibit “B”** and depicted in **Exhibit “C,”** with the Scottsdale Property, the “**Property**”).

C. In conjunction with its proposed development of the Scottsdale Property, which may include a hotel and related retail facilities, Developer and City desire the undergrounding of certain electric utility lines and design and construction of enhanced stormwater facilities (such electric and stormwater improvements, collectively, the “**Improvements**”), subject to the requirements of this Agreement.

D. This Agreement has been authorized by Resolution No. 10677 to facilitate improvement of the Scottsdale Property and protect the health safety and welfare of the residents of Scottsdale. The Improvements shall be made in conformance with the terms and conditions of this Agreement, and the stipulations in City Zoning Case No. 7-ZN-2016 (“**Zoning Stipulations**”), the Scottsdale City Code, and the Preliminary Stormwater Master Plan for the Scottsdale Property (the “**Stormwater Plans**,” as further defined in Section 1.3 below).

E. City has authority under A.R.S. 9-500.05, *et seq.*, A.R.S. 9-500.11, and other applicable statutes and laws (collectively the “**Development Laws**”) to enter into agreements relating to economic development and the development and redevelopment of real property within City’s territorial boundaries and economic development for the health, safety and welfare of City, its citizens and the public generally. This Agreement is entered into pursuant to the Development Laws.

10656.1.1099517.2

C.O.S. Contract No. 2017-003-COS

F. This Agreement is consistent with the portions of City's general plan applicable to the Scottsdale Property on the date of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Developer and City agree as follows:

1. Actions by the Parties. Developer and City agree to and shall complete the following actions as required by the terms of this Agreement:

1.1 Utility Undergrounding. Pursuant to the Zoning Stipulations, before the City issues any Certificate of Occupancy for the Scottsdale Property, Developer shall cause: (i) the removal of all of the existing above-ground 69kV and 12kV electric utility lines and poles within the boundaries of the Scottsdale Property and along Scottsdale Road immediately adjacent to the Scottsdale Property, and (ii) the replacement of such lines, as needed, with underground utility lines according to Arizona Public Service Company ("APS") specifications; provided that this obligation is conditioned upon the approval of such work by APS and any other affected utility provider (together, the "**Undergrounding Work**"). With respect to any amounts to be reimbursed pursuant to Section 1.2 below, such expenditures shall be consistent with purchasing requirements of A.R.S. Title 34. Developer shall finance the cost and expense of the Undergrounding Work and make payment to APS of amounts due in connection with the Undergrounding Work, when and as invoices for costs actually incurred by APS have been submitted to Developer.

1.2. City Reimbursement of Undergrounding Cost. Within thirty (30) days of Developer's written application to City with proof of payment, City shall reimburse Developer one-half of the total costs of the Undergrounding Work paid by Developer; where "costs of the Undergrounding Work" include, without limitation, all of the costs and expenses of the design, construction, installation, removal and relocation, including, without limitation, Developer's cost to design and construct conduit and manholes, APS's cost to design and construct new underground lines, costs to remove existing above ground poles and lines and to restore existing facilities in the right-of-way. Developer may submit application to the City for payment pursuant to this Section 1.2 up to two (2) times; such application may be made by Developer upon, or after, (i) substantial completion of the work generally described as trench, conduit and manhole installation (generally, the work to be performed by Developer), and (ii) substantial completion of the Undergrounding Work. City's reimbursement obligation under this Section 1.2 shall not exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00).

1.3 Stormwater Plans. Development of stormwater improvements and management of off-site flows shall be consistent with the Preliminary Stormwater Master Plan for the Property, Case No. 20-SA-2017, prepared by Coe and Van Loo Consultants, Inc., and approved by the City on February 1, 2017, as the same may be revised and amended from time to time, as approved by the City (the "**Stormwater Plans**").

1.4 On-site Management of Off-site Flows. Off-site flows crossing the Scottsdale Property from Mockingbird Lane north of Lincoln Drive shall be diverted through the Scottsdale Property and to the culvert that crosses Scottsdale Road just south of Indian Bend Road in accordance with the aforementioned Stormwater Plans.

1.5 Off-site Stormwater Infrastructure. In order to accommodate stormwater runoff from the Property and from other upstream properties, Developer shall design and construct enhanced stormwater

conveyance facilities within McCormick Stillman Railroad Park (the “**Park Improvements**”). The Park Improvements shall be designed pursuant to the Stormwater Plans.

1.6 Fees in Lieu of Stormwater Storage. If Developer does not store all its required stormwater on the TPV Property or Scottsdale Property, City shall accept and accommodate such stormwater on the terms and conditions of this Section 1.6:

1.6.1 Usage Fees. City hereby agrees that Developer shall pay to City a “Usage Fee” for City’s acceptance of stormwater from the TPV Property; the Usage Fee will assist City to construct regional stormwater facilities. The “Usage Fee” for the TPV Property shall be \$408,000.00.

1.6.2 In-Lieu Fee. If Developer does not store stormwater on the Scottsdale Property in accordance with S.R.C. Sections 37-50, 37-51, and the adopted Design Standards and Policies Manual and Stormwater Storage Waiver Policy, Developer shall pay to City an in lieu fee pursuant to Scottsdale Revised Code Section 37-52 and the City’s Stormwater Storage Waiver Policy (“**In Lieu Fee**”). The current fee is \$1.87 per cubic foot of stormwater storage waived. Notwithstanding the foregoing, the In Lieu Fee for the Scottsdale Property shall not exceed \$163,000.00.

1.7 Timing of Usage Fee Payment. Developer shall pay the Usage Fee to the City no later than three (3) business days of the full execution of this Agreement and final approval of this agreement by the City Council. Upon payment of the Usage Fee, the City’s obligation to accept and accommodate all of the stormwater from the TPV Property shall survive any termination or expiration of this Agreement, and the benefits the the owners of the TPV Property under this Section 1.7 shall automatically benefit each successor in title to Developer. The City has already, or shall, upon payment of the Usage Fee, grant all permits necessary for Developer to grade and construct the “Ritz-Carlton Temporary Drainage Channel,” pursuant to Plan Check No. 5825-16-2, on the Scottsdale Property, subject only to Developer’s payment of the applicable grading and building permit fees; and, the In Lieu Fee payment shall be paid pursuant to Section 1.8 below.

1.8 Timing of In Lieu Fee Payment. Developer shall pay to the City of Scottsdale any applicable In Lieu Fee pursuant to the terms of the Scottsdale Revised Code; provided, that notwithstanding anything to the contrary herein or therein, the In Lieu Fee may be paid by Developer in two (2) installments, as follows: (i) one-half of the In Lieu Fee, \$81,500.00 shall be paid upon issuance by the City of a building permit for vertical improvements on the Scottsdale Property in connection with the first phase of development thereof; and, (ii) one-half of the In Lieu Fee, \$81,500.00 shall be paid upon issuance by the City of a building permit for vertical improvements on the Scottsdale Property in connection with the second phase of development thereof; the two phases of the Scottsdale Property are depicted, generally, on **Exhibit “C”** attached hereto.

2. Term and Conditions.

2.1 Recitals. The parties acknowledge and represent that the Recitals set forth above in this Agreement are true and correct in all material respects and are incorporated in this Agreement by this reference.

2.2 Commencement. The term of this Agreement shall commence on the date of this Agreement.

2.3 Normal Expiration. Except as otherwise expressly provided herein, this Agreement shall continue in effect until all obligations and rights of the parties under this Agreement have been performed, terminated or have expired. When the parties' obligations hereunder are completed, the parties shall record a memorandum reciting that this Agreement has terminated except for any ongoing indemnity and related obligations, or other rights and obligations that are expressly set forth in such memorandum; any indemnity and related obligations not set forth in such memorandum thereafter shall be deemed to be terminated. For purposes of the preceding two sentences, the Improvements shall be deemed completed when (i) a Notice of Completion has been received by City from APS for the Undergrounding Work, (ii) the City has reimbursed developer as required by Section 1.2, (iii) a letter of acceptance has been issued by City for the completion of the Park Improvements and work required by the Stormwater Plans, and, (iv) Developer has paid the Usage Fee and both installments of the In-Lieu Fee, pursuant to Sections 1.7 and 1.8, respectively.

2.4 Effects of Termination or Expiration on Zoning Stipulations. Termination or expiration of this Agreement shall have no effect on the Zoning Stipulations, which shall continue to be enforceable according to their terms.

2.5 Early Termination. This Agreement may be terminated by either party only to the extent a termination right may be expressly provided in this Agreement.

2.6 Referendum. If the Zoning Stipulations are invalidated by a referendum, then Sections 1.1, 1.2, 1.6.2 and 1.8 of this Agreement shall be void *ab initio* and any references to the Zoning Stipulations, and provisions of this Agreement that are related only to the Zoning Stipulations and those void Sections of this Agreement are hereby deleted.

2.7 Minor Date Adjustments. Dates stated in this Agreement may be extended only by mutual written formal consent of City and Developer given or withheld in their sole and absolute discretion. City manager's authority to consent for City to extensions of any date is limited to extensions not exceeding sixty (60) days in the city manager's sole and absolute discretion.

3. Real Estate Transactions.

3.1 Expenses and Deposits. Except as otherwise expressly stated herein, the intent of this Agreement is that all real estate transactions of every description required by this Agreement or pursuant to this Agreement or in furtherance of this Agreement be accomplished at Developer's expense, and without any cost whatsoever to City.

3.2 Priority. All rights and interests held by City from time to time pursuant to this Agreement or pursuant to the Zoning Stipulations shall have the same priority as this Agreement; except that, in the event that this Agreement conflicts with the Zoning Stipulations, this Agreement shall supersede the Zoning Stipulations and control. All rights and interests in the Property or this Agreement, or held by City from time to time pursuant to this Agreement or pursuant to the Zoning Stipulations, shall be senior in priority to any and all liens, interests or items that are created, claimed, arising, conveyed or existing after the date of this Agreement or that are subjected or subordinated to this Agreement or to the Zoning Stipulations. No act of Developer, City, or others, and no consent or other action or inaction by City, shall in any way subordinate or otherwise impair, City's rights or interests or deprive City's rights or

interests of their senior priority. Any real property interests hereafter acquired by Developer or its affiliates or their successors in the Property automatically shall be subject and subordinate to this Agreement and the Zoning Stipulations regardless of the manner of acquisition. Upon request by City or Developer to the other, the non-requesting party and its successors shall from time to time cause to be executed, acknowledged and recorded instruments confirming the same, and the status of this Agreement and obligations and rights hereunder. This paragraph shall not prohibit City from hereafter electing to execute and record a document explicitly subordinating the City's interest in the Property, at the City's sole and absolute discretion.

3.3. Merger. City's real property interests shall not merge with any existing or future title held by City or conveyed to or by City in connection with this Agreement. Developer's real property interests shall not merge with any existing or future title held by Developer or conveyed to or by Developer in connection with this Agreement.

3.4 City Payment. Except as otherwise expressly provided herein, City is not obligated to pay any amount to Developer in consideration of any conveyance to City whatsoever pursuant to this Agreement.

3.5 Land Acquisition by Eminent Domain. Notwithstanding anything in this Agreement to the contrary, City is not committed in any way to use condemnation or eminent domain or to assist Developer in any other way to acquire any real property interests or other rights or interest held by third parties for the Improvements or this Agreement.

4. Inspection. City shall have access to the portions of the Property that Developer owns at all times during normal business hours upon reasonable advance written notice (and at all times and without notice in the event of an emergency) for the purpose of administering, monitoring Developer's compliance with, and enforcing this Agreement or exercising City's other rights hereunder. This right of access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority, but only may be exercised reasonably.

5. Developer Default. Developer shall materially comply with, perform and do each performance and thing required of Developer, Developer's material failure to do so shall be a breach by Developer of this Agreement.

5.1 Events of Default. Developer shall be in default under this Agreement if Developer fails or neglects to timely and completely to do or perform or observe any material provision of this Agreement and such failure or neglect continues for a period of sixty (60) days after City has notified Developer in writing of such failure or neglect (each, an "**Event of Default**"). The sixty (60) day cure period shall be extended an additional sixty (60) days upon Developer's written request to City prior to the end of the first sixty (60) days. If performance to cure such Event of Default, in the exercise of reasonable diligence, would take longer than such period, such period shall be deemed to be extended to allow completion of performance reasonably and diligently pursued.

5.2 City's Remedies. Upon the occurrence of any Event of Default and continued existence of such default after the passage of any cure period provided in Section 5.1 above, City may, at its option and from time to time, as its sole and exclusive rights and remedies at law or in equity, exercise any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (a) pay or perform, for Developer's account, in Developer's name, and at Developer's reasonable cost and expense, any or all payments or performances required to be paid or performed by Developer

pursuant to this Agreement; (b) insist upon Developer's full and faithful performance under this Agreement during the entire remaining term of this Agreement; or (c) exercise any remedy provided to City in the Zoning Stipulations. Notwithstanding the foregoing, Developer shall not be liable for the following: (y) indirect, consequential, punitive or other exemplary or multiple damages; or (b) damages due to City or the public for failure to receive the community or public benefits. All limitations on City's remedies shall also apply to all remedies against Developer's officers, employees and other agents and representatives and any other person for whom Developer may in any event be liable for any reason.

5.3 City Default and Developer's Remedies. Upon any material breach of this Agreement by City not cured within sixty (60) days after notice from Developer, Developer may pursue any and all remedies, legal, equitable or otherwise, to which Developer may be entitled. Notwithstanding the preceding sentence or anything else in this Agreement and as a condition of City's willingness to enter into this Agreement, and notwithstanding anything else contained in this Agreement, or contained in any exhibit attached hereto, or contained in or related to this Agreement, or any instrument or agreement now or hereafter related hereto, or existing or implied at law or equity, the following limits shall apply to this Agreement, and all transactions related thereto:

5.3.1 In no event shall City be liable for any money damages other than payment of the actual amount that this Agreement requires City to pay but City wrongfully does not pay, and additional out-of-pocket expenses Developer incurs.

5.3.2 City shall not be liable for any other incidental or consequential damages or any punitive or other exemplary or multiple damages.

5.3.3 Developer hereby unconditionally and irrevocably waives on behalf of itself and all persons claiming through Developer or through this Agreement or under or related to this Agreement or the Related Documents any remedies inconsistent with these limitations.

5.3.4 All limitations on Developer's remedies shall also apply to all remedies against City's officers, employees and other agents and representatives and any other person for whom City may in any event be liable for any reason.

5.3.5 All limitations on Developer's remedies shall apply to Developer and to any person otherwise asserting against City, any claim whatsoever related to this Agreement or the Related Documents.

5.4 Non-waiver and City Contract Administrator Authority. No failure by City or Developer to demand any performance required of the other under this Agreement, and no acceptance by City or Developer of any imperfect or partial performance under this Agreement, shall excuse such performance, or waive or impair in any way the other's ability to insist, prospectively and retroactively upon full compliance with this Agreement. The City's contract administrator shall be Planning and Development Director or designee, and shall be authorized to administer this Agreement and the Related Documents for City or speak for City regarding this Agreement or the Related Documents, except that the Zoning Stipulations shall be administered for City by City's planning and development services department through its normal processes.

5.5 Interest. Amounts due but unpaid by either party shall bear interest at the rate of one percent (1%) over the prime as announced by Bank of America until paid.

6. Indemnity and Insurance. Developer shall insure the Property and its property and activities related to the Improvements, and shall provide indemnification and insurance as follows:

6.1 Developer Indemnity. In addition to all other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Developer (and all other persons claiming through Developer or this Agreement) shall indemnify, defend and hold harmless City and City's employees, officials, representatives, and agents (the "**Additional Insureds**") for, from and against any and all claims or harm related to Developer's ownership or other rights in the Property or arising from Developer's development of the Property pursuant to this Agreement (the "**Indemnity**"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings) that may arise in any manner out of any use of City's property pursuant to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in Developer's performances under this Agreement, including any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Property or surrounding areas pursuant to this Agreement, including without limitation, claims, liability, harm or damages caused in part by City or any other Additional Insured or anyone for whose mistakes, errors, or omissions for whom City may be liable. The indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Developer's acquisition, ownership or use of real property developed, operated, owned, used, controlled or possessed by Developer under this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

6.1.1 Claims arising from or related to the negligence of City or Additional Insureds.

6.1.2 Claims that the law prohibits from being imposed upon Developer.

6.2 Insurance. Developer shall provide insurance as required by this Agreement or applicable law, as set forth on **Exhibit "D-1."**

6.3 Risk of Loss. City is not required to carry any insurance covering or affecting the Property or use of City's property related to this Agreement. If Developer secures other insurance related to the Property or the activities under this Agreement, Developer shall effect an endorsement under such policy waiving any and all insurer's rights of subrogation against City.

6.4 Insurance to be Provided by Others. Contractors or other persons occupying, working on or about, or performing activities pursuant to this Agreement must also provide for the protection of City and all other Additional Insured of the insurance and indemnification required by this Agreement, as required by **Exhibit "D-2."**

7. Developer's Records. City shall have access to records regarding the Improvements ("**Records**") as follows:

7.1 Scope of Records. This Article 7 applies only to records that evidence whether City and Developer are in compliance with this Agreement or the Related Documents.

7.2 Information. Developer shall furnish, from time to time, such material information as City reasonably may request in writing pertaining to Developer's and City's respective rights and obligations with respect to this Agreement as reasonably determined by City. Notwithstanding the foregoing, Developer need not disclose information that is not related to City's rights and obligations related to this Agreement or information that is, in Developer's reasonable determination, confidential and proprietary.

7.3 Right of Inspection. Developer shall (i) permit and assist City and its representatives at all reasonable times to inspect, audit, copy and examine, as applicable, Developer's Records, (ii) cause its employees and agents to give their reasonable cooperation and assistance in connection with any such visits or inspections, upon reasonable advance written notice, and (iii) make available such further information concerning Developer's business and affairs relating to the Improvements as City may from time to time reasonably request.

8. Compliance with Law. Developer shall comply with all federal, state, county and local laws, ordinances, regulations or other rules or policies that affect the Property as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, Developer shall comply with all and each of the following:

8.1 Taxes, Liens and Assessments. In addition to all other amounts herein provided, Developer shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of this Agreement may be levied upon or assessed with respect to Developer's interests in the Property, the operations conducted therein, any amounts paid or other performances under this Agreement.

8.2 Work on Public Land and Improvements. Prior to commencing construction of the Improvements on City rights-of-way or commencing construction of improvements for public use, Developer shall obtain City standard form encroachment permits (which City shall issue on the same terms City issues encroachment permits for other projects), if applicable, and shall provide to City the City standard form Public Improvements Covenant to Construct (and to which City shall agree on the same terms City has agreed for other projects and the express terms and conditions of this Agreement). Developer may elect to provide a single Public Improvements Covenant to Construct all of the Improvements or a separate Public Improvements Covenant to Construct for each portion of such construction. The blanks in each Public Improvements Covenant to Construct shall be completed as follows:

8.2.1 The date of the Public Improvements Covenant to Construct shall be the date of issuance of the building permits for the work thereunder.

8.2.2 The "Land Approvals" shall be the applicable Zoning Stipulations as defined by this Agreement.

8.2.3 The "Approved Plans" shall be the final sealed plans prepared by Developer's engineers for the proposed construction.

8.2.4 The "Estimated Cost" shall be Developer's engineer's estimate of the cost of the "Work", subject to review and approval by City, plus an additional amount of ten percent (10%) of such estimate.

8.2.5 The completion deadline shall be two (2) years after the date of the Public Improvements Covenant to Construct.

8.3 Building and Other Permits; Easements. Developer shall obtain at its own expense all building or other permits in connection with all construction performed by Developer and shall comply with all zoning as of the date of this Agreement, building safety, fire and similar laws and procedures of every description. The City shall, upon written request by Developer, grant to Developer and its affiliates and assigns, or any utility provider, all reasonably necessary easements, licenses, rights-of-entry and other similar rights reasonably requested by Developer in connection with the Undergrounding Work and the Park Improvements.

9. Assignability. This Agreement is not assignable by City. This Agreement may be assigned by Developer subject to the following:

9.1 Automatic Assignment. This Agreement runs with the land upon the Property and Developer's rights hereunder shall automatically be deemed to be assigned to and assumed, in part or in whole, as applicable, by each successor in title to Developer. No other assignment shall occur without City's consent, which City may limit, condition or withhold in its absolute discretion.

9.2 Unified Project Intent. Notwithstanding the foregoing, until Completion, City is entitled to hold a single Developer, responsible for each of Developer's performances under Sections 1.1, 1.2 and 1.5 of this Agreement; in furtherance thereof, Developer shall not be released of its obligations under Sections 1.1, 1.2 and 1.5 of this Agreement until Developer's performances under Sections 1.1, 1.2 and 1.5 of this Agreement is complete, except if Developer expressly assigns its obligations to Developer's successor-in-interest to all of a Phase of the Scottsdale Property with respect to Sections 1.1 and 1.2, and the all of the TPV Property with respect to Section 1.5. Nothing in this Section 9.1 shall prevent or prohibit Developer from conveying, transferring, encumbering or otherwise changing its interest in the Property, or any part thereof, or effect the automatic assignment described in Section 9.1.

9.3 Lien Priorities. In no event shall any lien or other interest arising after the date of this Agreement cover, affect or have any priority higher than or equal to, any of City's rights in the Property or under this Agreement at any time. The preceding sentence also establishes the senior priority of any and all rights and property interests of every description that City may hold at any time pursuant to this Agreement.

10. Miscellaneous. The following additional provisions apply to this Agreement:

10.1 Amendments. This Agreement may not be amended except by a formal writing executed b all of the parties.

10.2 Survival of Covenants, Warranties and Indemnifications. All covenants, representations, warranties and indemnifications contained in this Agreement shall survive the execution and delivery of this Agreement, and the cancellation, expiration or termination of this Agreement pursuant hereto.

10.3 Severability. If any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained.

10.4 Conflicts of Interest. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law.

10.5 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

10.6 Non-liability of Officials and Employees. No member, official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount that may become due to any party or successor, or with respect to any obligation of City related to this Agreement. No member, manager, representative or employee of Developer shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Developer or for any amount that may become due to any party or successor, or with respect to any obligation of Developer related to this Agreement.

10.7 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to City:	Director of Planning and Development City of Scottsdale 7447 East Indian School Road Scottsdale, AZ 85251
Copy to:	Bruce Washburn City Attorney City of Scottsdale 3939 North Drinkwater Boulevard Scottsdale, AZ 85251
If to Developer:	Five Star Development Resort Communities, LLC 6720 North Scottsdale Road, Suite 130 Scottsdale, AZ 85253 Phone: (480) 214-6071
Copy to:	Jason Morris Withey Morris, PLC 2525 East Arizona Biltmore Circle Phoenix, AZ 85016 Phone: (602) 230-0600

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Any designation by Developer of a new address for notices by City to Developer (an "Address Change Notice") shall not be binding or effective on City unless the Address Change Notice is in the form attached hereto as **Exhibit "E"** and is recorded by Developer with the County Recorder of Maricopa County, Arizona. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

10.8 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft documents, discussion outlines, correspondence, memoranda or representation regarding the Property.

10.9 Governmental Powers Preserved. City has not relinquished or limited any right of condemnation or eminent domain over the Property. In the event of any condemnation or eminent domain involving property interests owned by Developer, Developer shall not be entitled to increased compensation attributable to this Agreement. This Agreement does not impair the City's power to enact, apply or enforce any laws or regulations.

10.10 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Developer or City.

10.11 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

10.12 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. Neither City nor Developer shall have any liability to third parties for any approval of plans, Developer's construction of improvements, Developer's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Developer), or otherwise as a result of the existence of this Agreement or the Related Documents, and City shall have no liability to any third party for Developer's negligence.

10.13 Exhibits. All exhibits attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

10.14 Attorneys' Fees. Each party shall bear its own costs, attorneys and witness fees and other litigation costs of defending or prosecuting, any claim, action or suit challenging the validity or enforceability of any provision of this Agreement, in instances in which City and Developer are not adverse to one another, including when each party is represented by separate counsel of its own choosing. Further, in the event any other action or suit or proceeding is brought by either party to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding (as determined by the court (and not a jury) in such proceeding) shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs, provided, however, that (a) Developer shall, as a condition of such proceeding provide evidence to City of the rate of payment of Developer's attorneys' fees to its counsel and (b) City shall be entitled to recover payment for attorneys employed by City (including attorneys who are regular employees of City) on such proceeding at the same rate of payment if City is the prevailing party.

10.15 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules.

10.16 Institution of Legal Actions. Legal actions regarding this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona sitting in Maricopa County. City and Developer agree to the exclusive jurisdiction of such courts.

10.17 Approvals and Inspections. All approvals, review and inspections by City under this Agreement or otherwise are for City's sole benefit.

10.18 Statutory Cancellation Right. In addition to its other rights hereunder, City shall have the rights specified in A.R.S § 38-511.

10.19 Further Assurances. Each party hereto agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other party(ies) may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time during its term.

10.20 Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a party to any act, document, use or other matter, such consent or approval shall be given or denied by such party in its reasonable discretion, and without unreasonable delay or conditions, unless this Agreement expressly provides otherwise.

10.21 Recordation. Within ten (10) days after this Agreement has been approved by City and executed by the parties, City shall cause this Agreement to be recorded in the Official Records of Maricopa County, Arizona, but the Effective Date shall be as defined in this Agreement.

10.22 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a party, in performance of this Agreement or in considering any requested extension of time or approval, the parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

10.23 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

10.24 No Public Dedication. Except as otherwise expressly provided herein, the provisions of this Agreement are not intended to and do not constitute a dedication for public use. The rights herein created are private and for the benefit only of the parties hereto, their successors and assigns.

By: _____
W. J. "Jim" Lane, Mayor

Exhibit "A"

Legal Description of Scottsdale Property

**LEGAL DESCRIPTION FOR
SCOTTSDALE PALMERAIE**

The East Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 2 North, Range 4 East of the Gila and Salt River Meridian, more particularly described as follows:

Beginning at the Maricopa County Brass Cap in hand hole marking the Northeast Corner of said Section 10, from which the City of Scottsdale Brass Cap in hand hole marking the East Quarter Corner of said Section 10 bears South 00°28'15" East, a distance of 2,640.53 feet;

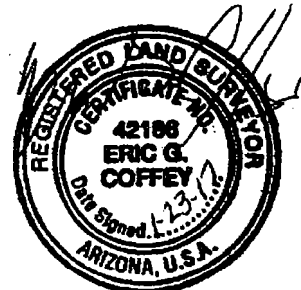
Thence South 00°28'15" East, along the East line of the Northeast Quarter of said Section 10, a distance of 1,320.26 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 10;

Thence South 88°31'30" West, along the South line of the Northeast Quarter of the Northeast Quarter of said Section 10, a distance of 666.60 feet to the Southwest Corner of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 10;

Thence North 00°16'37" West, along the West line of the East Half of the Northeast Quarter of the Northeast Quarter of said Section 10, a distance of 1,319.28 feet to the Northwest Corner thereof;

Thence North 88°25'57" East, along the North line of the Northeast Quarter of said Section 10, a distance of 662.16 feet to the True Point of Beginning.

Containing 876,651 Square Feet or 20.125 Acres, more or less.



Expires: 3/31/17

Exhibit "B"

Legal Description of TPV Property

PARCEL NO. 2:

LOTS 1 THROUGH 149 AND TRACTS A THROUGH I, 7000 EAST LINCOLN,
ACCORDING TO BOOK 1022 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY,
ARIZONA;

EXCEPT THAT PORTION OF TRACT C AND G DESCRIBED IN PARCEL NO. 3.

PARCEL NO. 3:

THOSE PORTIONS OF TRACT C AND G, ACCORDING TO BOOK 1022 OF MAPS, PAGE
23, WHICH LIE WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 15.00 FEET OF THE NORTH 55.00 FEET OF THE NORTHWEST QUARTER
OF THE NORTHEAST QUARTER;

EXCEPT FOR THE WEST 40.00 FEET THEREOF.

TOGETHER WITH THE SOUTH 15.00 FEET OF THE NORTH 55.00 FEET OF THE WEST
HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN
SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2 CONTAINING 104.649 ACRES, MORE OR LESS
PARCEL NO. 3 CONTAINING 0.620 ACRES, MORE OR LESS



Exhibit "C"
Depiction of Property

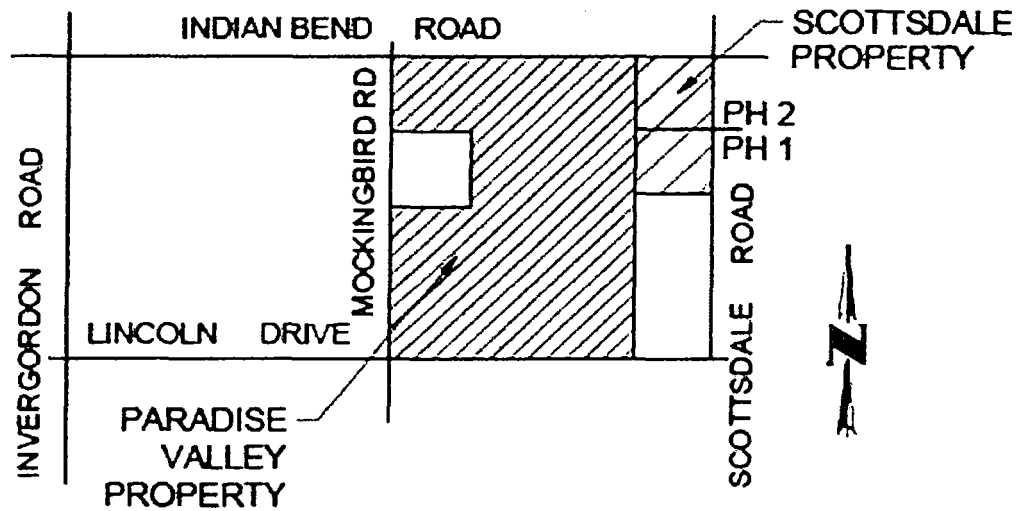


Exhibit “D-1”

Developer Insurance Requirements

[see attached]

DEVELOPER INSURANCE TERMS

1. Liability Insurance Required. A party obligated to provide insurance ("Insurance") shall comply with the following:

1.1 General Liability. "Occurrence" form Commercial General Liability insurance with a limit of not less than Five Million Dollars (\$5,000,000) for each occurrence, Five Million Dollars (\$5,000,000) Products and Completed Operations Annual Aggregate, and a limit of Five Million Dollars (\$5,000,000) General Aggregate Limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy shall not exclude liabilities arising out of explosion, collapse or underground hazards and will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

1.2 Automobile Liability. Insured shall maintain Business Automobile Liability insurance with a limit of One Million Dollars (\$1,000,000) for each accident for Insured's owned, hired, and non-owned vehicles assigned to or used in the performance of the work or services at issue. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) disease for each employee, Five Hundred Thousand Dollars (\$500,000) policy limit for disease. If Insured has no employees and otherwise qualifies, Insured shall provide a "sole proprietor waiver" signed by Insured in form and content acceptable to City. All contractors and subcontractors must provide like insurance.

2. Form of Insurance. All insurance policies shall meet the following requirements:

2.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted.

2.2 Policies must also cover and insure Insured's activities relating to the business operations and activities.

2.3 Insured must clearly show by providing copies of insurance policies, certificates, formal endorsements or other documentation acceptable to City that all insurance coverage required is provided.

2.4 No retentions or "self-insured" amounts shall exceed One Hundred Thousand Dollars (\$100,000) in the aggregate per year. Insured shall be solely responsible for any self-insurance amount or deductible.

2.5 No retention or "self-insured" amount shall be applicable to coverage provided to City.

2.6 All liability policies must name City and City's employees, officials, representatives, officers, directors, and agents (collectively "Additional Insureds") as additional insureds. Insured shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement. City may give Insured notice of City's election from time to time that any or all of the Additional Insureds not be named as Additional Insureds with respect to specific insurance coverages.

2.7 All policies must provide City with at least thirty (30) days prior notice of any cancellation, reduction or other change in coverage.

2.8 All policies shall require that notices be given to City in the manner specified for notices to City under the Development Agreement.

2.9 All insurance policies shall contain a waiver of any transfer rights of recovery (subrogation) against City and all other Additional Insureds.

3. Insurance Certificates. Insured shall evidence all insurance by furnishing to City certificates of insurance annually and with each change in insurance coverage as follows:

3.1 Certificates must evidence that the policy referenced by the certificate is in full force and effect and that the policy satisfies each requirement of these terms applicable to the policy. For example, certificates must evidence that City and the other Additional Insureds are additional Insureds and that insurance proceeds will be paid as required by these terms. Certificates must be in a form acceptable to City.

3.2 All certificates are in addition to the actual policies and endorsements required. Insured shall provide updated certificates at City's request.

4. Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++6.

5. Other Insurance. The City may reasonably require, by written notice to the Insured, an increase in the limits or types of any insurance to account for inflation, change in risk or any other factor that the City reasonably determines to affect the prudent amount of insurance to be provided.

5.1 Primary Insurance. Insured's insurance shall be primary insurance. Any insurance or self-insurance maintained by City shall not contribute to Insured's insurance.

5.2 Risk of Loss. City is not required to carry any insurance related to the applicable insurance subject to these terms. Insured assumes the risk of any and all loss or damage related to Insured's use or activity throughout the term of the use or activity. City expressly disclaims any representation that required insurance is adequate to protect any person or land against any risks related to any activities, uses or improvements related to the activity or use for which these terms apply. Insured's obligations to indemnify do not diminish in any way Insured's obligations to insure as set forth in these terms; and Insured's obligations to insure do not diminish in any way Insured's obligations to indemnify or may otherwise be required. Insured's obligations to indemnify and provide insurance as set forth in these terms are in addition to, and do not limit, any and all other liabilities or obligations of Insured. In the event Insured secures additional liability insurance, Insured shall effect an endorsement under such policy waiving any and all insurer's rights of subrogation against City and the other Additional Insureds.

5.3 Subcontractor's and Consultant's Insurance. If services are subcontracted in any way, Insured shall execute a written agreement with its subcontractor or consultant that includes an indemnification and insurance clauses protecting the City to the same extent as set forth in the Development Agreement.

Exhibit "D-2"

Third-Party Insurance Requirements

Use of Third Party Contractors & Subcontractors: If any work under this Agreement is contracted to contractors or subcontractors in any way, Developer shall execute a written agreement with such third party and such written agreement shall contain the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting City and Developer, provided that Developer may establish lower policy limits for the Insurance Requirements for any such third party. Notwithstanding the prior sentence, the lower limits for such Insurance Requirements will not affect Developer's liability or indemnity obligation to city under this Agreement. Further, Developer shall be responsible for executing the agreement with any such third party and obtaining Certificates of Insurance verifying the insurance requirements have been met.

Exhibit "E"

Form of Address Change Notice

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

C.O.S. Contract No. _____ - _____-COS
(Palmeraie)
(Resolution No. _____)

ADDRESS CHANGE NOTICE

The undersigned authorized party under that certain Development Agreement between City of Scottsdale, an Arizona municipal corporation ("City"), and _____, a _____, ("_____"), City of Scottsdale Contract No. _____ - _____-COS (the "Development Agreement") recorded at document No. _____ of the public records of Maricopa County, Arizona hereby gives notice to the City that all future notices (until a subsequent Address Change Notice is recorded) under the Development Agreement shall be given to the persons and addresses shown on Exhibit _____ attached to the Development Agreement and that such future notices need not be given to any other person or address, including any person or address specified in any prior Address Change Notice. City shall be conclusively entitled to rely on this notice.

Dated: _____, 20____.

a(n) _____

By: _____

Name: _____

Its: _____

[Acknowledgement]

Additional Information for:

Palmeraie

Case: 7-ZN-2016

PLANNING/DEVELOPMENT

1. **DEVELOPMENT CONTINGENCIES** Each element of this zoning case—including density/intensity, lot/unit placement, access and other development contingencies—may be changed as more information becomes available to address public health, safety and welfare issues related to drainage, open space, infrastructure and other requirements.
2. **DEVELOPMENT REVIEW BOARD.** The City Council directs the Development Review Board's attention to:
 - a. wall design,
 - b. building entries, visual and pedestrian relationship of buildings to internal and external streets,
 - c. pedestrian circulation paths, including path crossings of vehicular routes,
 - d. orientation of service areas of buildings,
 - e. utility locations,
 - f. the type, height, design, and intensity of proposed lighting on the site, to ensure that it is compatible with the adjacent use,
 - g. improvement plans for common open space, common buildings and/or walls, and amenities such as ramadas, landscape buffers on public and/or private property (back-of-curb to right-of-way or access easement line included), and
 - h. major stormwater management systems.
3. **EASEMENTS.**
 - a. **EASEMENTS DEDICATED BY PLAT.** The owner shall dedicate to the city on the final plat, all easements necessary to serve the site, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.
 - b. **EASEMENTS CONVEYED BY SEPARATE INSTRUMENT.** Prior to issuance of any building permit for the development project, each easement conveyed to the city separate from a final plat shall be conveyed by an instrument or map of dedication subject to city staff approval, and accompanied by a title policy in favor of the City, in conformance with the Design Standards and Policies Manual.
3. **ARCHAEOLOGICAL RESOURCES.** Any development on the site is subject to the requirements of Scottsdale Revised Code, Chapter 46, Article VI, Protection of Archaeological Resources, Section 46-134 – Discoveries of archaeological resources during construction.
4. **BASIS OF DESIGN REPORTS (WASTEWATER).** The owner shall be required to submit Wastewater Basis of Design Reports for each phase of the development. The Wastewater Basis of Design Reports shall be reviewed and accepted by Water Resources Department staff prior to submittal of improvement plans for the development project to the One Stop Shop. Wastewater Basis of Design Reports shall be consistent with the overall Master Plan for the Ritz-Carlton resort project.

5. DRAINAGE REPORT. The owner shall be required to submit Drainage Reports with each phase of the development. The Drainage Reports shall be reviewed and approved by Stormwater Management Department staff prior to submittal of improvement plans for the development project to the One Stop Shop. Drainage Reports shall be consistent with the overall Master Plan for the Ritz-Carlton resort project.
6. RESPONSIBILITY FOR CONSTRUCTION OF INFRASTRUCTURE. The developer shall be responsible for all improvements associated with the development or phase of the development and/or required for access or service to the development or phase of the development. Improvements shall include, but not be limited to washes, storm drains, drainage structures, water systems, sanitary sewer systems, curbs and gutters, paving, sidewalks, streetlights, street signs, and landscaping. The granting of zoning/use permit does not and shall not commit the city to provide any of these improvements.
7. CONSTRUCTION COMPLETED. Prior to issuance of any Certificate of Occupancy for the development project, the owner shall complete all the infrastructure and improvements required by the Scottsdale Revised Code and these stipulations, in conformance with the Design Standards and Policies Manual and other applicable standards.
8. FEES. The construction of water and sewer facilities necessary to serve the site shall not be in-lieu of those fees that are applicable at the time building permits are granted. Fees shall include, but not be limited to the water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee.



Zoning Interpretation Record

Subject of Interpretation:

Request by property owner of 6990 N Scottsdale Road to for an interpretation of what constitutes the required acreage for the Planned Regional Center (PRC) zoning district for land that is held in common ownership but a portion is located in another municipality.

Zoning Ordinance Section Number:

Section 5.2604.G Property Development Standards

Cause for Interpretation

Section 5.2604.G states that the gross land on which there is a PRC development shall not be less than 25 acres. The Code does not define "gross land area".

Interpretation:

The purpose of the PRC District is to provide for a broad variety of general merchandise and services in full depth and variety within a planned commercial (regional) center, which may include office and residential uses carefully integrated by design to assure that the uses compliment each other and the whole mixed use complex. This purpose is achieved by having a parcel size that is large enough to accommodate the necessary critical mass of uses to be a successful mixed use development.

The zoning ordinance requires the "gross land area" of a property zoned PRC to be not less than 25 acres. While the ordinance does not have a definition for "gross land area", it does contain definitions for "gross lot area", "lot" and "parcel". The pertinent definition related to the PRC requirement is either "lot" or "parcel". The definitions are as follows:

Gross lot area shall mean the area of a lot including one-half of all dedicated streets and alleys abutting the property.

Lot shall mean a legally created parcel of land occupied or intended for occupancy by one (1) main building together with its accessory buildings, and uses customarily incident to it, including the open spaces required by this ordinance and having its principal frontage upon a street as defined in this ordinance

Parcel is a legally defined lot, or contiguous group of lots in single ownership or under single control, and considered a unit for purposes of development and open space calculation.

The property at 6990 N. Scottsdale Road consists of 20 acres located in Scottsdale and is part of a larger single ownership of 120 acres that is divided by a political boundary. The overall parcel is being planned as

a mixed use development, with two resorts, office, residential and retail uses. The western 100 acres of the parcel, located within the Town of Paradise Valley, is zoned SUP (Special Use Permit – Resort), which allows for uses similar to those in the PRC District. The development is unique in its ownership that crosses the two jurisdictional boundaries.

The ordinance does not clarify if the required 25 acres must all be located within the City of Scottsdale. In this case, several physical aspects of the resort complex cross over the political boundary: drainage improvements, landscaping, patios, pedestrian paths and a main driveway. The purpose and intent of the PRC district is accomplished by the proposed development and therefore, the required acreage shall consider and apply some of the adjacent acreage within the Town of Paradise Valley in order to meet the ordinance requirement of 25 acres.

This interpretation is based on the applicant's proposed site plan for a minimum 25 acre mixed use development with the infrastructure and site improvements as noted above crossing the jurisdictional boundaries.

Currently there are eight other sites entirely within the city of Scottsdale zoned PRC, all of which exceed 25 acres in size. None of the sites are contiguous to nor partially located in another jurisdiction

This interpretation is limited to the circumstances of the proposed development and is not to be automatically applied to other parcels that may be less than 25 acres in size. The interpretation does not apply to other development standards for the PRC District.

Interpretation by

Connie Padian
Zoning Administrator

February 13, 2009



PHONE: 602-230-0600

FAX: 602-212-1787

2525 E. Arizona Biltmore Circle, Suite A-212, Phoenix, AZ 85016

January 22, 2009

Zoning Administrator
C/O Planning and Development Department General Manager
City of Scottsdale
7447 E. Indian School Road
Scottsdale, AZ 85251

Re: Determination of Property Acreage for the Planned Regional Center (PRC)
zoning district

Dear Mr. Richert:

As you are aware, our firm represents Five Star Development in relation to their property located at 6990 North Scottsdale Road (the "Property"). Please see aerial map attached at **TAB 1**. The purpose of this correspondence is to request a formal determination confirming the Property meets the 25-gross acre minimum requirement for the Planned Regional Center (PRC) zoning district.

This property has a unique history in the fact that it was once owned by the City of Scottsdale and has been historically planned as one site with a resort use. This property has also been historically owned under single ownership. Five Star Development purchased the entire 120-acre property as a single property and has planned it accordingly as a single resort development. 100 acres are located within the Town of Paradise Valley while 20 acres are located within the City of Scottsdale.

The Paradise Valley property is currently zoned SUP (Special Use Permit-Resort) which is analogous to the City of Scottsdale's PRC zoning district in the fact that both provide mixed-use opportunities. Uses permitted in both categories include resort/hotel, residential, retail, services and cultural/entertainment/recreation.

In addition to the similarities within the two zoning districts, several physical connections also exist:

- The underground drainage structure located along Indian Bend Road crosses the property line and heads south becoming a scenic wash on the Paradise Valley property.
- The main circulation drive, Palmeraie Drive, and pedestrian access serve both properties.

- Patios (and possible structures) for the hotel property extend onto the Paradise Valley property. (Subject to approval by Paradise Valley)

As plans progress, it is highly likely other permanent structures will span both properties, enhancing the physical link between both properties. It is clear, moreover, the property is a unified planning concept inexorably connected regardless of municipal boundaries.

In light of the above outlined connections between the Scottsdale and Paradise Valley property we believe that the subject property meets the intent of the 25-gross acre minimum requirement. It is also worthy of note that there is no requirement that the entire 25-acre minimum property be located within the same municipality. Finally, it should be clear that adequate controls are available to ensure protection of the City's interest.

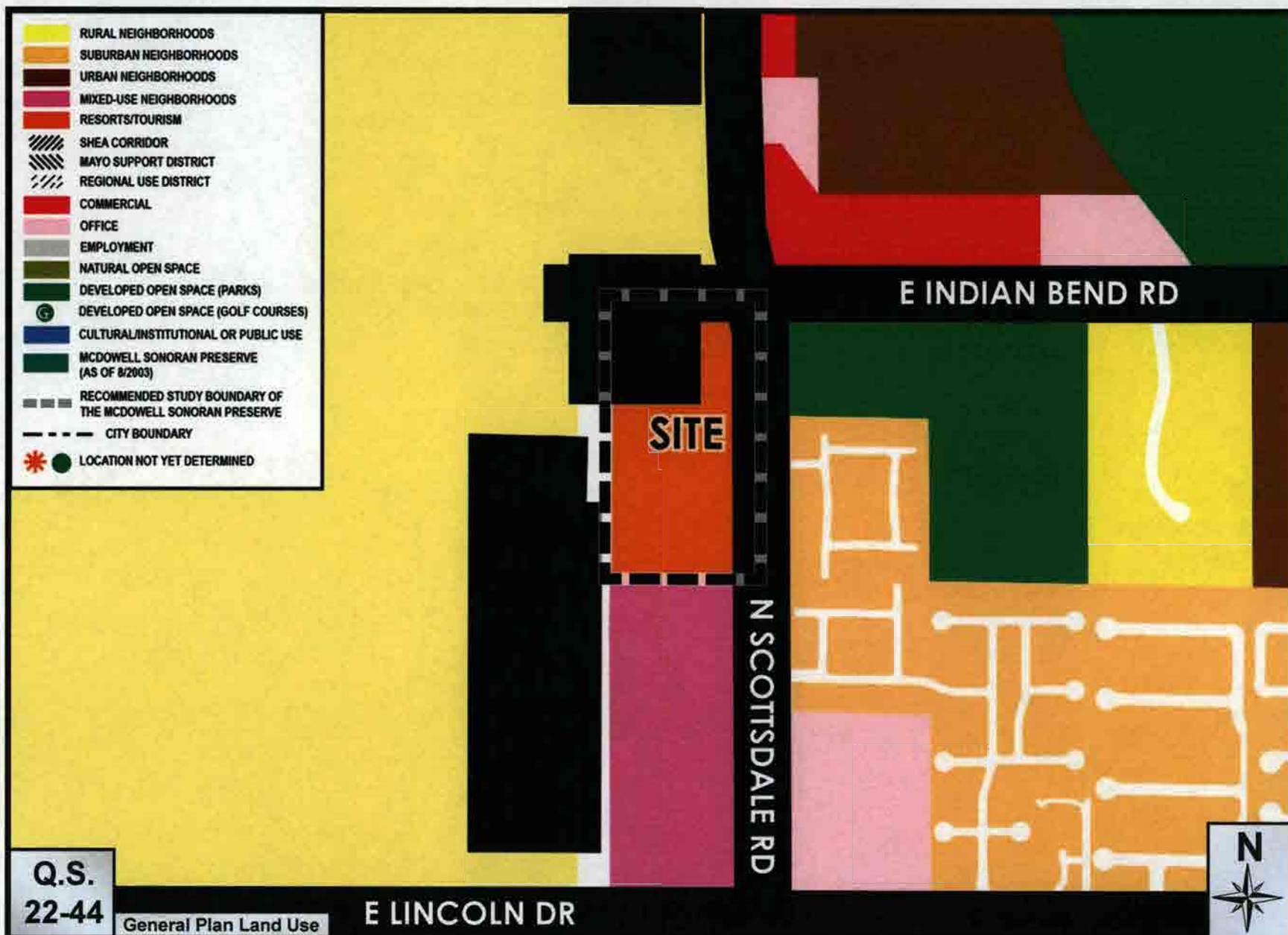
Accordingly, we respectfully request a written interpretation confirming that: the subject property meets the 25-gross acre minimum requirement for purpose of compliance with the provisions of Section 5.2604.G of the Scottsdale Zoning Ordinance. If you have any questions or need additional information to process this request, please do not hesitate to contact me at 602-230-0600 or jason@witheymorris.com. We appreciate your continued attention to this matter. Thank you.

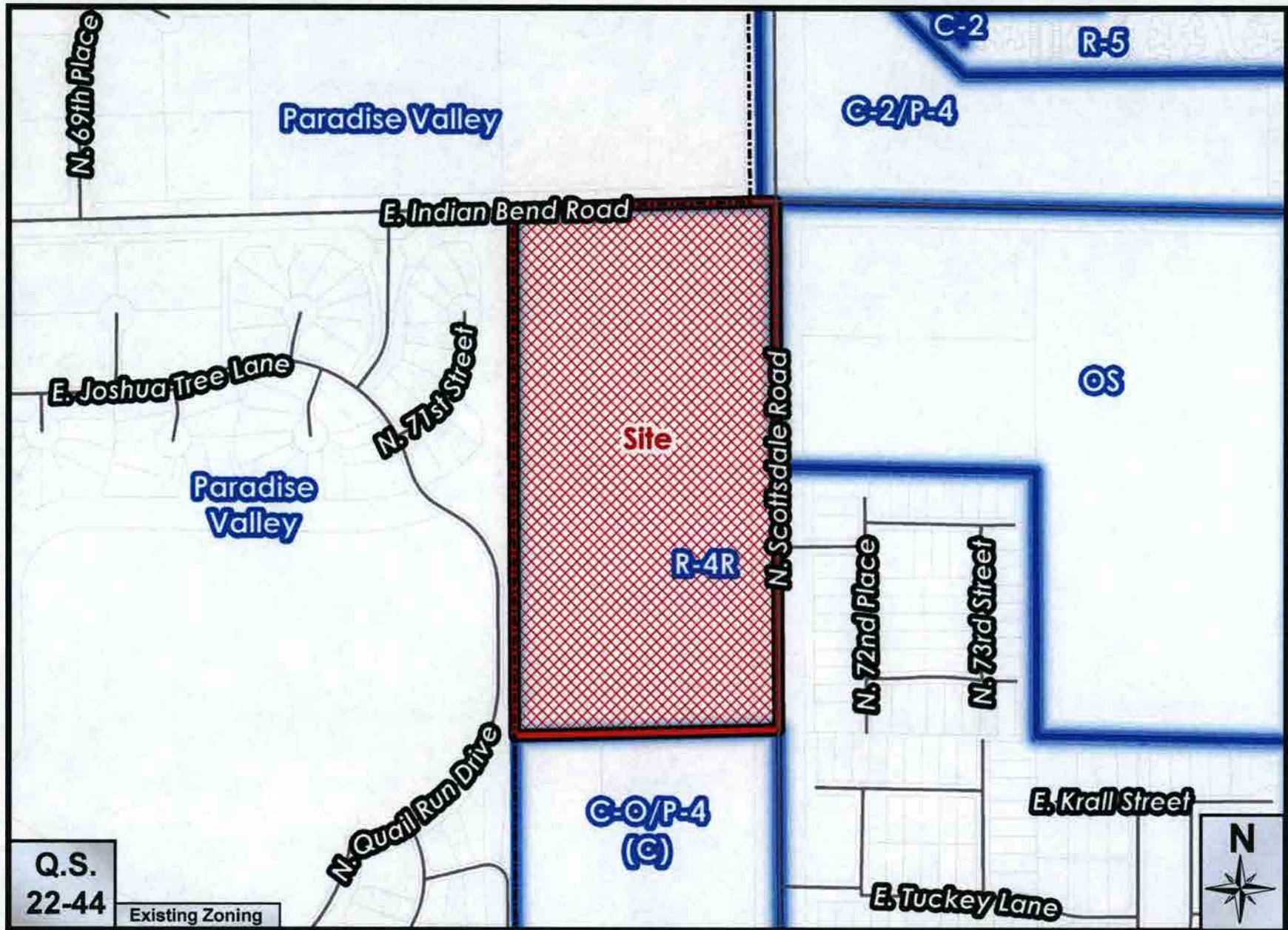
Sincerely,

WITHEY MORRIS P.L.C.

By

Jason B. Morris





Palmdale

7-ZN-2016

EXECUTIVE SUMMARY

This report documents a traffic impact analysis performed for a mixed use development consisting of a residential, commercial and office land uses. The proposed Palmeraie development is located on ± 17 acres on the southwest corner of Scottsdale Road and Indian Bend Road. The adjacent Ritz Carlton development within the City of Scottsdale limits is located on ± 105.9 acres north of Lincoln Drive, south of Indian Bend Road, east of Mockingbird Lane and west of Scottsdale Road. The adjacent Parcel E will contain land uses complimentary to Palmeraie and will be available for guests and residents within the Ritz Carlton development.

CivTech Inc. has been retained by Five Star Development to perform the traffic impact and mitigation analysis (TIMA) for the proposed development. The site was previously prepared and approved for a mixed use plan in 2009 including hotel, condominiums, and mixed retail. This report represents the first submittal of the updated site plan proposed by the developer. **Appendix A** is reserved for comments the City's engineering reviewer may have for this study.

This development consists of mixed uses which include retail, restaurant, office, residential and hotel land uses. The approximate amount of each land use consists of 159,902 SF of retail, 24,738 SF of restaurant, 94,480 SF of office, 155 condominiums/townhouses dwelling units and 150 hotel guestrooms.

The site may be accessed directly at Indian Bend Road as proposed to be reconfigured to bend to form Street C within the site near the alignment of the existing Scottsdale Plaza Resort driveway and at a proposed right-in/right-out driveway nearly midway between Indian Bend Road and 6750 North. The site may also be accessed indirectly through Scottsdale Road via 6750 North. The site will also have cross access permitted with the Ritz Carlton development. Ritz Carlton is planned to provide access to Indian Bend Road at the existing roundabout, access to Lincoln Drive at Quail Run Road and also access to Scottsdale Road via 6750 North.

The purpose of this study is to address traffic and transportation impacts of the proposed development on the surrounding streets and intersections. This study was prepared based on criteria set forth during a scoping meeting with staff from the City of Scottsdale. The specific objectives of the study are:

1. To evaluate lane requirements on all existing roadways and at all existing intersections within the study area.
2. To determine future level of service for all proposed major intersections within the study area and recommend any capacity related improvements.
3. To determine necessary lane configurations at all major intersections within the proposed development to provide acceptable future levels of service.
4. To evaluate the need for future traffic control changes within the proposed development.
5. To evaluate the need for auxiliary lanes at stop and signal controlled intersections.

6. To evaluate the need for deceleration lanes at each site access.
7. To assess any safety concerns on the existing roadways and provide options to ensure they are not intensified with an increase in traffic.

The following recommendations have been documented in this study:

General

- Per the above discussion, it can be concluded that there are no major mitigation measures currently warranted within the vicinity of the site. It should be noted that the intersection of **Scottsdale Road & Indian Bend Road** recorded a high number of rear-end crashes relative to crash type. Due to this occurrence, it is recommended that the intersection be further evaluated by the City of Scottsdale.
- The future lane configurations and traffic controls are depicted in **Figure 15**.
- Indian Bend Road along the site frontage is currently paved on the north half of the street. The developer will be responsible for finishing the south half of the road. Indian Bend Road west of the site is currently at its ultimate width with the nearest point to the site roughly 50 feet (face-of-curb to face-of-curb). Between the existing roundabout and the western border of the site/Paradise Valley, Indian Bend Road is temporarily striped with only the travel lanes. Upon construction of the half-street improvements along the frontage of the site, Indian Bend Road immediately west of the site will be restriped to provide a painted median and an eastbound left turn lane approaching the Scottsdale Plaza Resort driveway. The roadways striping approaching Scottsdale Road is proposed to be modified to replace the one (1) through lane and one (1) tapered right turn lane with two (2) through lanes. These modifications may be done without modifying the existing roadway alignment or width.
- The City of Scottsdale has previously indicated that the development may be required to add a southbound approaching right turn lane at the intersection of Scottsdale Road and Indian Bend Road. This modification will require the relocation of a signal pole on the modified corner.
- The north half of 6750 North will be constructed along the site frontage and the intersection of Scottsdale Road and 6750 North will be improved. The west leg of the intersection after improvements will consist of two dedicated left turn lanes, a dedicated right turn lane and two ingress lanes. The median within the south leg of the intersection will be modified and the northbound lanes restriped to provide two dedicated left turn lanes and three through lanes. An alternative improvement condition is considered should the City of Scottsdale not allow dual northbound left turn lanes. Final geometry and mitigation is subject to approval by the City of Scottsdale.

- An intersection site distance analysis was performed to set guidelines for establishing line of sight for the proposed development at major internal intersections. Using the guidelines set forth by *A Policy on Geometric Design of Highways and Streets*, Table 12 was generated for each intersection created by a new site access point.

Trip Generation

- Phase 1 is anticipated to generate approximately 8,064 daily trips, of which 393 trips are during the AM peak hour and 737 trips are during the PM peak hour. The weekend midday peak hour is anticipated to generate approximately 950 trips.
- Phase 2 is anticipated to generate approximately 6,534 daily trips, of which 337 trips are during the AM peak hour and 633 trips are during the PM peak hour. The weekend midday peak hour is anticipated to generate approximately 728 trips.
- The entire site (Phase 1 and Phase 2) is anticipated to generate approximately 14,598 daily trips, of which 730 trips are during the AM peak hour and 1,370 trips are during the PM peak hour. The weekend midday peak hour is anticipated to generate approximately 1,678 trips.
- The 2008 *Palmeraie Traffic Impact and Mitigation Analysis* estimated the previous site plan to generate approximately 13,810 daily trips, of which 544 trips were during the AM peak hour and 1,163 trips were during the PM peak hour. Thus, the new site plan is anticipated to generate approximately 788 (6%) additional daily trips, including 195 (36%) additional trips during the AM peak hour and 207 (18%) additional trips during the PM peak hour.

Intersection Capacity Analysis

- The results of the existing analyses indicate that all signalized intersections operate overall at LOS C or better, though most study intersections on Scottsdale Road have one or more movements that operate at LOS E or F during the AM, PM and/or Saturday peak hours.
 - The southbound left and westbound shared movements at the intersections of **Scottsdale Road and Joshua Tree Road** and **Scottsdale Road and Tuckey Lane** experience elevated delays during the peak hours. Elevated delay at stop controlled movements at intersections with major roadways is not uncommon. Discussions with residents indicates that gaps are created for cross traffic when the 6750 North signal is red for Scottsdale Road traffic and when upstream traffic backs up and some drivers allow turning movements to occur during congestion. Additional vehicles to the 6750 driveway should create a longer interval for gaps, helping the residents on Joshua Tree Road and Tuckey Lane ingress and egress their neighborhoods. CivTech recommends that the city post a sign indicating "DO NOT BLOCK INTERSECTION" and consider cross-hatching the intersection.

- The results of the future analyses indicate that all signalized intersections are anticipated to operate overall at LOS D or better, though most study intersections on Scottsdale Road may have one or more movements that operate at LOS E or F during the AM, PM and/or Saturday peak hours.
 - The southbound left and westbound shared movements at the intersections of **Scottsdale Road and Joshua Tree Road** and **Scottsdale Road and Tuckey Lane** experience elevated delays during the peak hours. Elevated delay at stop controlled movements at intersections with major roadways is not uncommon. As written previously, discussions with residents indicates that gaps are created for cross traffic when the 6750 North signal is red for Scottsdale Road traffic and when upstream traffic backs up and some drivers allow turning movements to occur during congestion. Additional vehicles to the 6750 driveway should create a longer interval for gaps, helping the residents on Joshua Tree Road and Tuckey Lane ingress and egress their neighborhoods. CivTech recommends that the city post a sign indicating “DO NOT BLOCK INTERSECTION” and consider cross-hatching the intersection.
 - After signal timing adjustments, the intersection of **Scottsdale Road and Indian Bend Road** is expected to operate at LOS D overall or better and all individual movements are expected to operate at LOS E or better during the peak hours. Without signal timing adjustments, some individual movements are expected to operate at LOS F during the peak hours.
 - After signal timing adjustments, the intersection of **Scottsdale Road and 6750 North** is expected to operate at LOS B overall or better and all individual movements are expected to operate at LOS E or better during the peak hours. Without signal timing adjustments, some individual movements are expected to operate at LOS E or F during the peak hours.
 - After signal timing adjustments, the intersection of **Scottsdale Road and Lincoln Drive** is expected to operate at LOS D overall or better and all individual movements are expected to operate at LOS E or better during the peak hours. Without signal timing adjustments, the overall intersection and some individual movements are expected to operate at LOS E or F during the peak hours. This is largely due to the relatively high eastbound left turn volumes. The intersection will benefit from adjustments to signal phase splits.
 - The eastbound right turn movement at the intersection of **Scottsdale Road and Street B** is anticipated to operate at LOS F during the PM peak hour. The projected 95th percentile queue length discussed in a later section is 190 feet, which is less than the available on-site storage prior to an intersection. The characteristics of the driveway also allows a faster egress speed which may increase its efficiency and decrease delay.

- The eastbound shared left/right turn movement at the intersection of **Street C and Indian Bend Road** is anticipated to operate at LOS E and F during the weekday PM and Saturday peak hours, respectively. The proposed roadway and intersection configuration requires what was previously a free-flow through movement to stop and perform a turning movement. This change is intentional to encourage access to Palmeraie via Indian Bend Road while discouraging through traffic on Indian Bend Road within the Town of Paradise Valley. Also, more trips to/from the Ritz Carlton development may use Street C instead of Indian Bend Road than considered within the Ritz Carlton TIS and this TIMA.
- The alternative analysis considers all perspective left turn traffic approaching 6750 North that is unable to fit within the available queue storage to detour through Indian Bend Road. As expected, total delay at intersections along the detour route are projected to increase comparative to the proposed conditions. It may be noted that the northbound left turn lane at 6750 North in the alternative analysis has decreased delay with fewer vehicles making the turn and the ability to turn during a permitted phase.

Queue Storage Lengths

- The north- and southbound left turn lanes at the intersection of Scottsdale Road and Indian Bend Road are proposed to be modified to provide dual turn lanes. If the alternative condition is selected, it is recommended that the northbound dual turn lanes be extended to provide at least 260 feet of storage. No need for extension is projected for the non-alternative conditions.
- In the proposed condition, a second northbound left turn lane on Scottsdale Road approaching 6750 North is proposed by narrowing the median, shortening the storage length for the southbound left turn lane approaching Tuckey Lane and restriping the northbound lanes. A concept striping diagram where the median and northbound travel lanes are narrowed is depicted in **Figure 20**. In the alternative condition, the existing northbound left turn lane is recommended to also be extended by either narrowing the median or restriping the northbound lanes.
 - It should be noted that in the alternative conditions analyses some trips that would be expected to turn left from Scottsdale Road northbound onto 6750 North into the site detour to Indian Bend Road due to the queuing capacity of the intersection of Scottsdale Road and 6750 North. The amount of rerouting trips is based on preliminary queuing analysis according to HCM 2010 methodology. In the opening year, the amount of AM, PM and Saturday peak hour trips rerouted is 41 (out of 66), 109 (out of 109) and 123 (out of 158), respectively. In the build-out year, the amount of AM, PM and Saturday peak hour trips rerouted is 51 (out of 76), 120 (out of 120) and 145 (out of 175), respectively. Similarly, half of all daily trips were rerouted.

- The existing southbound right turn lane on Scottsdale Road approaching 6750 North is currently striped 100 feet. While construction of the north half of 6750 North will reduce the existing length, the turn lane has 40 extra feet of potential storage between the existing stripe and the end of the taper that may be striped without curb or power pole relocation.
- The new southbound right turn lane on Scottsdale Road approaching Street B is recommended to be constructed with a minimum of 100 feet of queue storage but preferred length is 150 feet.
- Existing turn lanes that are anticipated to need more storage length to accommodate future traffic volumes (and in some cases, existing traffic volumes) are marked within Table 11.

Citizen Review Report
Rezoning & Development Review

Pre-Application No. 44-PA-2016

June 30, 2016

Per the City of Scottsdale Citizen Review Checklist (attached at **TAB A**), see the attached and the below Citizen Review Report.

As required, the applicant met with City Staff early in the process to discuss neighborhood involvement strategy. A neighborhood open house and notification letters would be required and the applicant also planned to do additional outreach to the immediately adjacent property owners. Those efforts are ongoing and will continue through the development process.

On, February 19, 2016, first class letters were mailed to property owners within 750 feet of the Property and registered Home Owner's Association within 750 feet of the Property, as provided by the City of Scottsdale. The letter detailed the Property location, provided a description of the proposed project and request and invited the recipient to attend an open house meeting to further discuss the request. The letter also provided contact information for the applicant as well as the City representative assigned to the project. A copy of the first class letter and mailing list are attached at **TAB B**.

On February 22, 2016, two Project Under Consideration signs were posted on site detailing the project request and description and providing contact information for the applicant and the City. See attached affidavit of posting attached at **TAB C**.

On March 3, 2016, a neighborhood open house was held at 6pm at the nearby Scottsdale Plaza Resort at 7200 N. Scottsdale Road. Exhibits depicting the Property and surrounding area and renderings and elevations of the planned project were on display. Representatives from ownership as well as members of the design and development team were present to provide information and answer questions. A sign-in sheet was provided along with business cards with contact information for any follow up questions. Topics discussed included traffic and access concerns along Scottsdale Road, the type of retail establishments planned for the development, building height, architectural design, landscaping, the project's relationship to the adjacent Ritz Carlton and project timing. See sign-in sheet and sample exhibits attached at **TAB D**.

The applicant has, and continues to have ongoing communication with other entities in the vicinity of the project including, the Town of Paradise Valley,

McCormick Stillman Railroad Park, the Spectrum Office Center, and the Scottsdale Plaza Resort. Additionally, the applicant has reached out to the Sands North Home Owner's Association and the Cuernavaca Home Owner's Associations (communities located east of Scottsdale Road) and offered to attend regularly scheduled HOA meetings to present the project.

A Community Input Certification summarizing some of these efforts has been provided at **TAB E**. Ownership and our office will continue to be available to discuss the project with interested parties.

Tab A



Citizen Review Checklist (ZN)

The Citizen Review Process is required for all: Rezoning, Zoning Stipulation Amendments, Council Approved Amended Development Standards, and City Council Site Plan Approvals. This packet has been prepared in conformance with and as a supplement to Zoning Ordinance, Section 1.305.C, Citizen Review Process. *If you have questions on these requirements, please contact the Current Planning Division at 480-312-7000*

This application is for a:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> City Council Approved Amended Development Standards |
| <input type="checkbox"/> Zoning Stipulation Amendments | <input type="checkbox"/> City Council Site Plan Approvals |

If you are filing for a General Plan amendment, you must comply with Resolution 5135 for Neighborhood Involvement. If you are filing an application for any other type of project you need a Neighborhood Notification Packet; please contact your Project Coordinator for more information.

The Citizen Review Process ensures early notification and involvement prior to the filing of a formal application.

Step 1: Citizen Review Plan: Provide a written statement to your Project Coordinator, at least two weeks prior to the first open house meeting, outlining the information below.

- Where and when the open house will be held
- How and when neighbors will be notified:

<p>Provide information by:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1st Class Letter or Postcard <input type="checkbox"/> In Person <input type="checkbox"/> Phone call <input type="checkbox"/> Certified Mail <input type="checkbox"/> Door Hangers/Flyers 	<p>To:</p> <ul style="list-style-type: none"> <input type="checkbox"/> All property owners and HOAs within proposed area <input checked="" type="checkbox"/> Property owners and HOAs within 750' <input checked="" type="checkbox"/> School District(s)* <input checked="" type="checkbox"/> Interested Party list (provided by Project Coordinator) <input type="checkbox"/> Residents/Tenants
---	--

- When the "Project Under Consideration" sign will be posted and what it will say
- How many neighborhood meetings will be held?

* School districts shall be notified 30 days prior to filing the formal application when the rezoning from a non-residential to a residential district or when greater residential densities are proposed. Refer to the Collaborative City and School Planning packet.

Step 2: Project Under Consideration: Post the Sign - (4'x4' Black and White sign) post on-site at least ten (10) calendar days prior to the first open house meeting. The sign shall include the following:

- Project Overview: description of request, proposed use, site acreage, application type (e.g. Zoning District Map Amendment) existing and proposed site zoning district,
- Time, Date and Location of the open house meeting/s
- Applicant and City Staff Contact Information- contact persons and phone numbers to call for more information, and the Pre-Application number
- City's web site address: www.scottsdaleAZ.gov/projects/ProjectsInProgress
- Sign posting date
- Any additional information indicated on Project Under Consideration Sign Posting Requirements

Planning and Development Services Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



Citizen Review Checklist

(ZN)

Step 3: Notification Letters: Send a letter, by first class mail at least ten (10) calendar days* prior to the open house meeting. Include the following items:

- Time, date, and location of the open house meeting
- Applicant and City staff contacts, telephone numbers and email addresses
- City case file number (Pre-Application Number) and City web site address
- A detailed description of the project and information concerning the applicant's request
- Application type (e.g. Zoning District Map Amendment)
- Existing and proposed site zoning district
- Preliminary site plan and/or project location map

Step 4: Open House Meeting: Hold the Open House Neighborhood Meeting onsite or at a location near the site, within 45 days prior to your formal submittal. E-mail open house information to project coordinator and to: planninginfo@scottsdaleaz.gov. From the Open House provide the following:

- Sign-in sheets
- Comment sheets
- Written summary of meeting.

☐ **Additional Open House Meeting(s) required ____.** In some cases, the City of Scottsdale Project Coordinator may require more than one applicant-held Open House. Additional open house meetings have the same requirements and shall be advertised in the same manner as the initial open house meeting.

Step 5: Complete a Citizen Review Report: All citizen outreach and input shall be documented in the Citizen Review Report and shall be submitted with the formal application. The Citizen Review Report shall include:

A. Details of the methods used to involve the public including:

1. A map showing the number of and where notified neighbors are located.
2. A list of names, phone numbers/addresses of contacted parties (e.g. neighbors/property owners, School District representatives, and HOA's).
3. The dates contacted, how they were contacted, and the number of times contacted.
4. Copies of letters or other means used to contact neighbors, school districts, and HOA's.
5. List of dates and locations of all meetings
6. The Open house sign-in sheets, a list of people that participated in the process, and comment sheets.
7. The completed affidavit of sign posting with a time/date stamped photo. (See related resources)

B. A written summary of the comments, issues, concerns and problems expressed by citizens during the process including:

1. The substance of the comments, issues, concerns and problems.
2. The method by which the applicant has addressed or intends to address the issues, concerns and problems identified during the process.

Related Resources:

- | | |
|--|---|
| <input type="checkbox"/> Project Under Consideration Sign Posting Requirements | <input type="checkbox"/> Affidavit of Posting |
| <input type="checkbox"/> Public Hearing Sign Posting | |
| <input type="checkbox"/> Collaborative City and School Planning packet | |

Planning and Development Services Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

Tab B



February 19, 2016

Re: Property at the Southwest Corner of Scottsdale and Indian Bend Roads

Dear Property Owner or Interested Citizen:

Our office represents Five Star Development with regard to the roughly 20 acre site located at the southwest corner of Scottsdale Road and Indian Bend Road in Scottsdale, Assessor Parcel Numbers 174-56-001D and 002A, (the "Property") as shown on the attached aerial map. The Property is bound by Indian Bend Road and the Scottsdale Plaza Resort to the north, Scottsdale Road to the east, the Spectrum Office complex to the south and the recently approved Ritz Carlton project in the town of Paradise Valley to the west. The purpose of this letter is to introduce ourselves and to let you know we have recently filed a preliminary application with the City of Scottsdale for the development of a mixed-use retail, office, residential and hotel project on the Property.

As you are probably aware, the Property is currently vacant and unimproved. The Property has a zoning designation of Resort/Townhouse Residential (R-4R) and a General Plan designation of Resort / Tourism. The General Plan designation would remain the same while the zoning designation would be changed to Planned Regional Center (PRC). The project would be developed in phases, with the first 10 acre phase planned for a high-end, open air retail shopping center designed to work in conjunction with the adjacent Ritz project and associated developments. See attached preliminary site plan. Future phases would respond to market conditions and could include additional retail, office, residential and a boutique hotel use.

In order to discuss this application and any questions you may have, we have scheduled an open house as follows: Thursday, March 3rd, 2016 from 6:00-7:00pm, at the Scottsdale Plaza Resort; in the Las Palmas Room at 7200 North Scottsdale Road in Scottsdale. Feel free to stop by at any time between 6:00 and 7:00 pm. If this date and time are not convenient, we would be happy to speak with you individually. Please contact me at 602.230.0600 or George@WitheyMorris.com. You can also reach the City's Project Coordinator is Brad Carr at 480.312.7713 or BCarr@ScottsdaleAZ.gov. In the future, you should be receiving notification postcards from the City regarding the case and its schedule for public hearings. Information can also be found on the City's website at: <http://www.scottsdaleaz.gov/projects>.

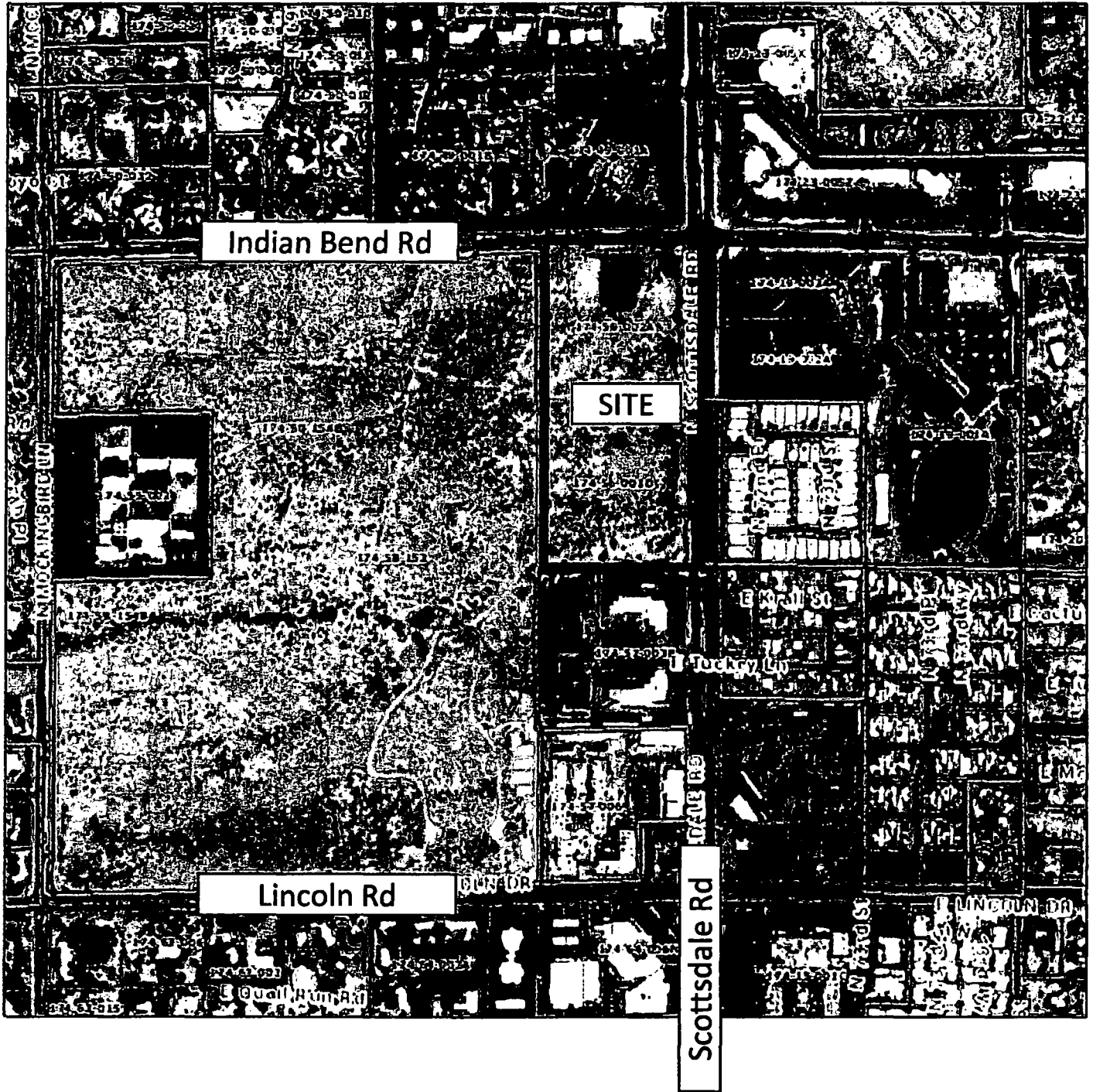
Thank you for your courtesy and consideration.

Sincerely,
Withey Morris P.L.C.

By 
George Pasquel III

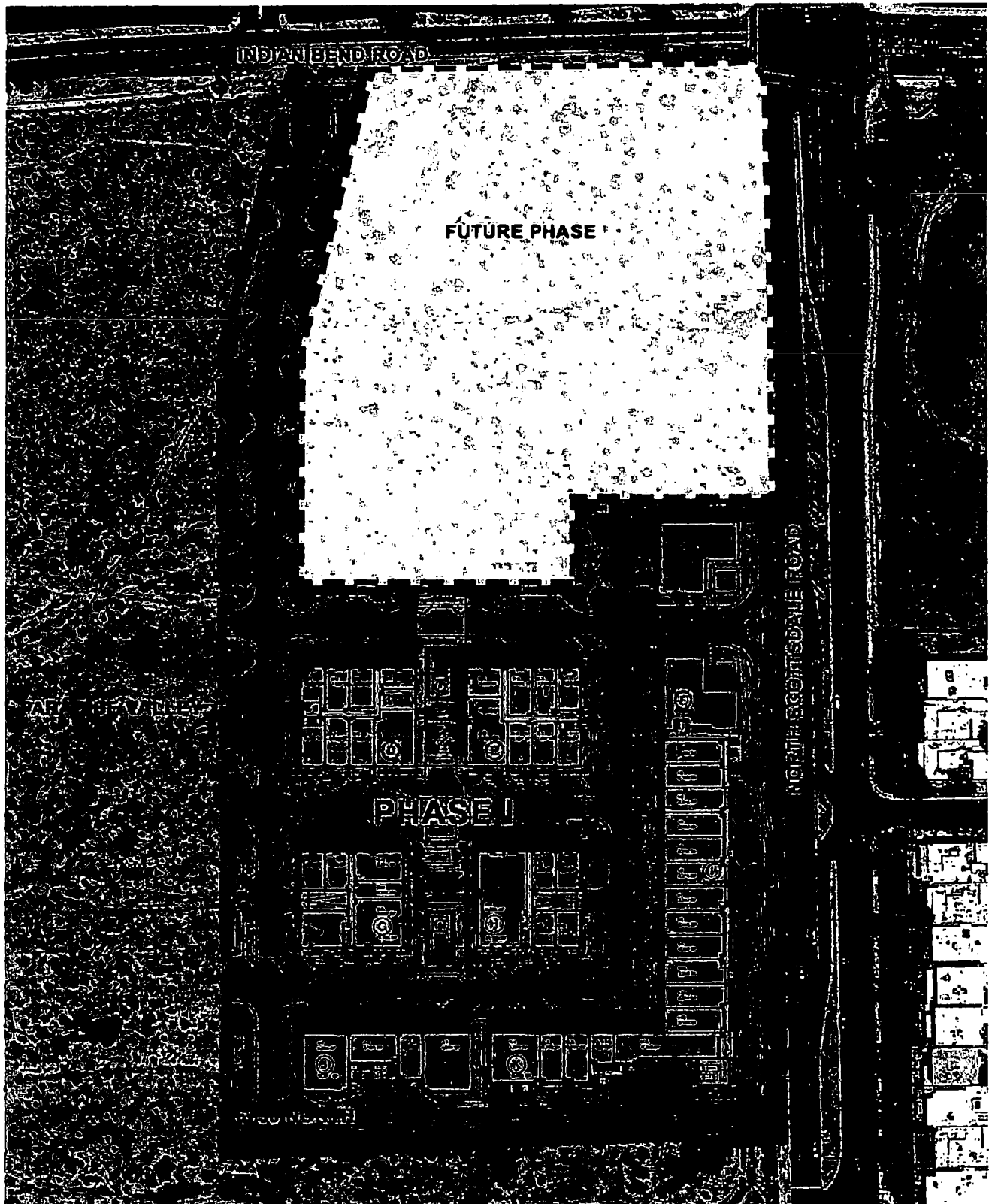
Enclosure: Aerial, site plan

Aerial Map



SWC Scottsdale & Indian Bend





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Five Star
Development

Palmeraie
Preliminary Site Plan

PARADISE VALLEY, AZ | #315033 | FEBRUARY 19, 2016

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Tab C



Affidavit of Posting

Required: Signed, Notarized originals.

Recommended: E-mail copy to your project coordinator.

☒ **Project Under Consideration Sign (White)**

☐ **Public Hearing Notice Sign (Red)**

Case Number: 44-PA-2016

Project Name: Palmeraie

Location: SWC of Scottsdale Rd. & Indian Bend Rd.

Site Posting Date: February 22, 2016

Applicant Name: Withey Morris, PLC

Sign Company Name: Dynamite Signs, Inc.

Phone Number: 480-585-3031

I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Samuel Swartz
Applicant Signature

2-22-16
Date

Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.

Acknowledged before me this the 22 day of Feb 2016



Melanie Gandy
Notary Public

My commission expires: Aug 30, 2019

City of Scottsdale -- Current Planning Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

Early Notification of Project Under Consideration

Neighborhood Open House Meeting:

Date: March 3, 2016
Time: 6:00 PM to 7:00 PM
Location: Scottsdale Plaza Resort, Conference Room
7200 N. Scottsdale Road, Scottsdale, AZ

Site Address: Southwest Corner of Scottsdale and Indian Bend Roads

Project Overview:

- Request: Rezone from R-4R to Planned Regional Center (PRC) and Development Review
- Description of Project and Proposed Use: Mixed-use, open air retail shopping center with potential office, residential and hotel use.
- Site Acreage: +/-20 acres
- Site Zoning: Resort / Townhouse Residential (R-4R)

Applicant Contact:

George Pasquel III, Withey Morris, PLC
602-230-0600
George@Withey Morris.com

City Contact:

Brad Carr, AICP 480-312-7713
bcarr@scottsdaleaz.gov

Pre-Application #: 44-PA-2016 Available at City of Scottsdale: 480-312-7000

Project information may be researched at:
<http://www.scottsdaleaz.gov/projects/>

Posting Date: 2/22/16

-Penalty for removing or defacing sign prior to date of last hearing -Applicant Responsible for Sign Removal

02/22/2016 08:58:58

Early Notification of Project Under Consideration

Neighborhood Open House Meeting:

Date: March 3, 2016
Time: 6:00 PM to 7:00 PM
Location: Scottsdale Plaza Resort, Conference Room
7200 N. Scottsdale Road, Scottsdale, AZ

Site Address: Southwest Corner of Scottsdale and Indian Bend Roads

Project Overview:

- Request: Rezone from R-4R to Planned Regional Center (PRC) and Development Review
- Description of Project and Proposed Use: Mixed-use, open air retail shopping center with potential office, residential and hotel use.
- Site Acreage: +/-20 acres
- Site Zoning: Resort / Townhouse Residential (R-4R)

Applicant Contact:

George Pasquel III, Withey Morris, PLC
602-230-0600
George@Withey Morris.com

City Contact:

Brad Carr, AICP 480-312-7713
bcarr@scottsdaleaz.gov

Pre-Application #: 44-PA-2016 Available at City of Scottsdale: 480-312-7000

Project information may be researched at:
<http://www.scottsdaleaz.gov/projects/>

Posting Date: 2/22/16

-Penalty for removing or defacing sign prior to date of last hearing -Applicant Responsible for Sign Removal

02/22/2016 09:31:14

Tab D

SIGN-IN

SOUTHWEST CORNER OF SCOTTSDALE AND INDIAN BEND ROADS

44-PA-2016

NEIGHBORHOOD OPEN HOUSE MEETING

3/3/2016, SCOTTSDALE PLAZA RESORT, GARDEN TERRACE ROOM, 6:00 P.M.

NAME (Please Print)	ADDRESS	PHONE NO.	E-MAIL ADDRESS	Homeowner Assoc Name
1. CHARLES HALL		602-963-3007		
2. Sonnie Kirtley	7904 E Chaparral A-110 PMB 127	602-717-3886	larry@ larrys42.net	Cajalito Ranchos
3. MEL COMSTOCK		480-390-8901	AMERICAN COYNET	None
4. Jan Nistakis	7820 N. 65th PV	314-753-1124	jeannistakis @gmail.com	
5. Margna Ford			mmpaFord@cox.net	Casabella
6. Adam Bissell	Sands North		battybissie@gmail	
7. Steachan, ^{Sam} + Virginia	Sands North			
8. VALERIE Crosby	7117 N Tatum Blvd P.V.	480-367-1112	VALERIE@ CROSBY-WRIGHT	
9. Paul Bowers	7117 Tatum Blvd	480-367-1112	PAUL @CROSBY-WRIGHT	
10. Patty Badenoch	5027 N. 71st	480-949-9549	quandbadenoch@ cox.net	

SIGN-IN

SOUTHWEST CORNER OF SCOTTSDALE AND INDIAN BEND ROADS

44-PA-2016

NEIGHBORHOOD OPEN HOUSE MEETING

3/3/2016, SCOTTSDALE PLAZA RESORT, GARDEN TERRACE ROOM, 6:00 P.M.

NAME (Please Print)	ADDRESS	PHONE NO.	E-MAIL ADDRESS	Homeowner Assoc Name
11. Sandra Price	7250 E. Joshua Tree Lane	(480) 262- 3039	sandraprice@comcast.com	Sandra North Pres.
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				



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Site Context, Master Plan



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Palmeraie
Schematic Design

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Elevation A



Elevation C

SCALE: 1" = 20'-0" | 0' | 5' | 10' | 20'



Building G - Elevations

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Architectural Character

Tab E



Community Input Certification

CASE NO: 44-PA-2016

PROJECT LOCATION: SWC of Scottsdale Road and Indian Bend Road

COMMUNITY INPUT CERTIFICATION

In the City of Scottsdale it is important that all applicants for rezoning, use permit, and/or variances inform neighboring residents, affected school districts, and other parties that may be impacted by the proposed use, as well as invite their input. The applicant shall submit this completed certification with the application as verification that such contact has been made.

DATE	NAME (Person, Organization, Etc. and Address)	TYPE OF CONTACT		
		Meeting	Phone	Letter
2015 - present	Numerous mtgs, hearings, etc in PV for the Ritz Project	X	X	X
02/19/16	Property owners within 750 ft of the property			X
02/19/16	Registered HOA's within 750 ft of the property			X
02/22/16	Sands North HOA member and residents		X	X (emails)
02/25/16	Sands North HOA			X (emails)
02/26/16	Sands North HOA			x (emails)
03/02/16	McCormick Stillman Park representative		X	
03/03/16	Any interested members of the public	X		
03/03/16	McCormick Still Park representative			x (email)
03/04/16	Sands North resident			x (email)
Ongoing	Sands North HOA & Cuernavaca HOA, Spectrum		X	

Signature of owner/applicant

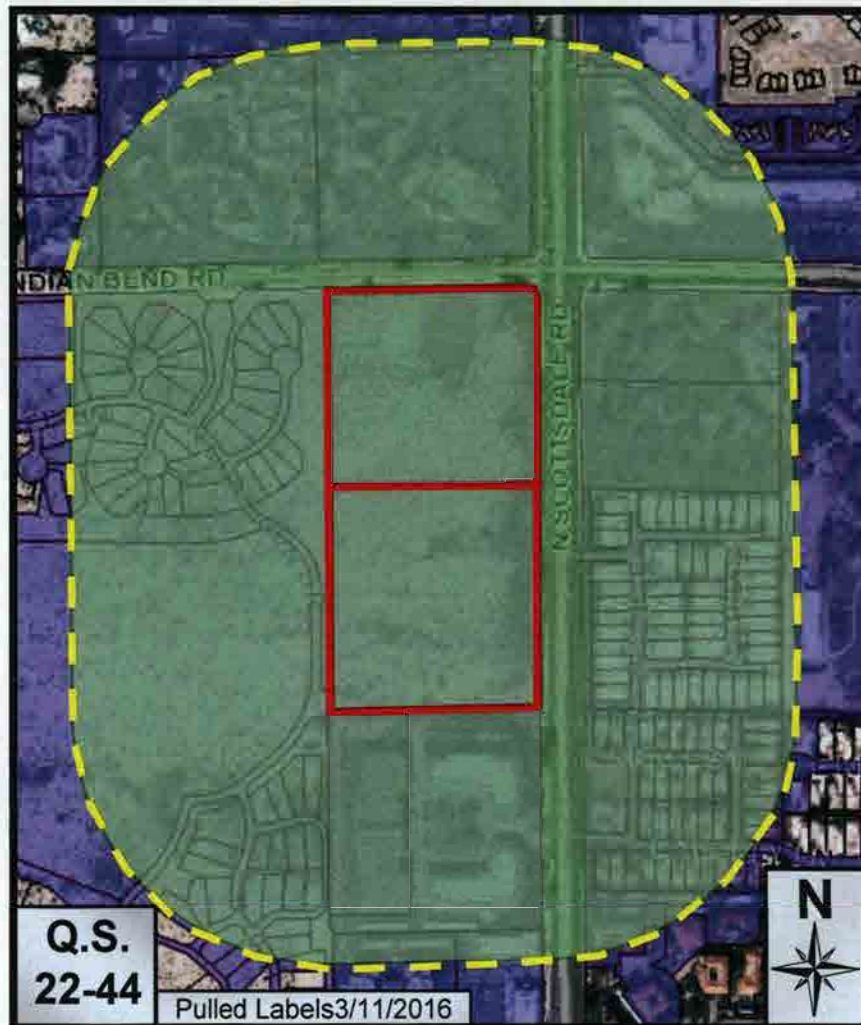
Date

Planning, Neighborhood & Transportation Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088

City Notifications – Mailing List Selection Map

ATTACHMENT #12



Map Legend:



Site Boundary



Properties within 750-feet
150 Mailings

Additional Notifications:

- Interested Parties List
- Adjacent HOA's
- P&Z E-Newsletter
- Facebook
- Twitter
- City Website-Projects in the hearing process

7-ZN-2016

Palmeraie



**SCOTTSDALE PLANNING COMMISSION
DESIGN STUDIO
7506 E. INDIAN SCHOOL RD.
SCOTTSDALE, ARIZONA**

WEDNESDAY, NOVEMBER 9, 2016

SUMMARIZED MEETING MINUTES

PRESENT: Matthew Cody, Vice Chair
Larry S. Kush, Commissioner
David Brantner, Commissioner
Paul Alessio, Commissioner

ABSENT: Michael Edwards, Chair
Ali Fakih, Commissioner
Michael J. Minnaugh, Commissioner

STAFF: Tim Curtis
Joe Padilla
Randy Grant
Brad Carr
Jesus Murillo
Bryan Cluff
Phil Kercher
John Bartlett
Alex Acevedo
Lorraine Castro

CALL TO ORDER

Vice Chair Cody called the regular session of the Scottsdale Planning Commission to order at 5:01 p.m.

ROLL CALL

A formal roll call was conducted confirming members present as stated above.

* Note: These are summary action minutes only. A complete copy of the meeting audio is available on the Planning Commission page on ScottsdaleAZ.gov, search "Planning Commission"

MINUTES REVIEW AND APPROVAL

1. Approval of October 26, 2016 Regular Meeting Minutes including the Study Session.

COMMISSIONER BRANTNER MOVED TO APPROVE THE OCTOBER 26, 2016 REGULAR MEETING MINUTES INCLUDING THE STUDY SESSION, SECONDED BY COMMISSIONER ALESSIO, THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF FOUR (4) TO ZERO (0).

EXPEDITED AGENDA

2. 9-UP-2015#2 (Level Up)

Request approval of a Conditional Use Permit Renewal for a Medical Marijuana Use (dispensary) in an existing +/- 3,770-square foot facility with Industrial Park (I-1) zoning located at 14980 N. 78th Way. Staff contact person is Bryan Cluff, 480-312-2258. Applicant contact person is C. Michael Colburn, 480-209-6424.

3. 10-UP-2015#2 (Byers Dispensary Renewal)

Request approval of a Conditional Use Permit Renewal for a Medical Marijuana Use (dispensary) in an existing +/- 6,800-square foot facility with Industrial Park (I-1) zoning located at 15190 N. Hayden Road. Staff contact person is Bryan Cluff, 480-312-2258. Applicant contact person is Amanda Coats, 253-225-9128.

4. 8-UP-2016 (Vines & Hops)

Request by owner for a Conditional Use Permit for a Bar on a +/- 2,400-square foot site with Central Business District, Parking Regulations, Downtown Overlay and Parking District Vehicle Parking, Downtown Overlay (C-2/P-3 DO & P-2 DO) zoning located at 4216 N. Brown Avenue. Staff contact person is Dan Symer, AICP, 480-312-4218. Applicant contact person is Erica Rocush, 520-237-3212.

5. 19-ZN-2016 (Cattletrack Village)

Request by applicant to rezone a +/- 2.1-acre site from Single-family Residential District (R1-43), to Single-family Residential District, Planned Residential District (R1-18/PRD) with approval of a Development Plan and Amended Development Standards, on a site located at 5713 N. Cattletrack Road. Staff contact person is Jesus Murillo, 480-312-7849. Applicant contact person is Alex Stedman, 480-994-0994.

Item No's 2, 3, 4 and 5: Recommended to City Council for approval of cases 9-UP-2015#2, 10-UP-2015#2, 8-UP-2016 and 19-ZN-2016, by a vote of 4-0; Motion by Commissioner Brantner, per staff recommended stipulations, based upon the finding that the Conditional Use Permit criteria have been met and after determining that the proposed Zoning District Map Amendment, Development Plan and Amended Development Standards are consistent and conform with the adopted General Plan, 2nd by Commissioner Kush.

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REGULAR AGENDA

6. 7-ZN-2016 (Palmeraie)

Request by owner for a Zoning District Map Amendment from Resort/Townhouse Residential (R-4R) zoning to Planned Regional Center (PRC) zoning, with approval of a Development Plan, on a +/-20-acre site located at 6990 N. Scottsdale Road. Staff contact person is Brad Carr, AICP, 480-312-7713. Applicant contact person is George Pasquel III, 602-230-0600.

Item No. 6: Recommended to City Council for approval of case 7-ZN-2016, by a vote of 4-0; Motion by Commissioner Kush, per the staff recommended stipulations after determining that the proposed Zoning District Map Amendment including approval of the Development Plan are consistent and conform with the adopted General Plan, 2nd by Commissioner Alessio.

ADJOURNMENT

With no further business to discuss, the regular session of the Planning Commission adjourned at 5:29 p.m.

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Palmeraie

7-ZN-2016

City Council

March 21, 2017

Coordinator: Brad Carr, AICP, LEED-AP

Palmeraie



CONTEXT AERIAL

7-ZN-2016

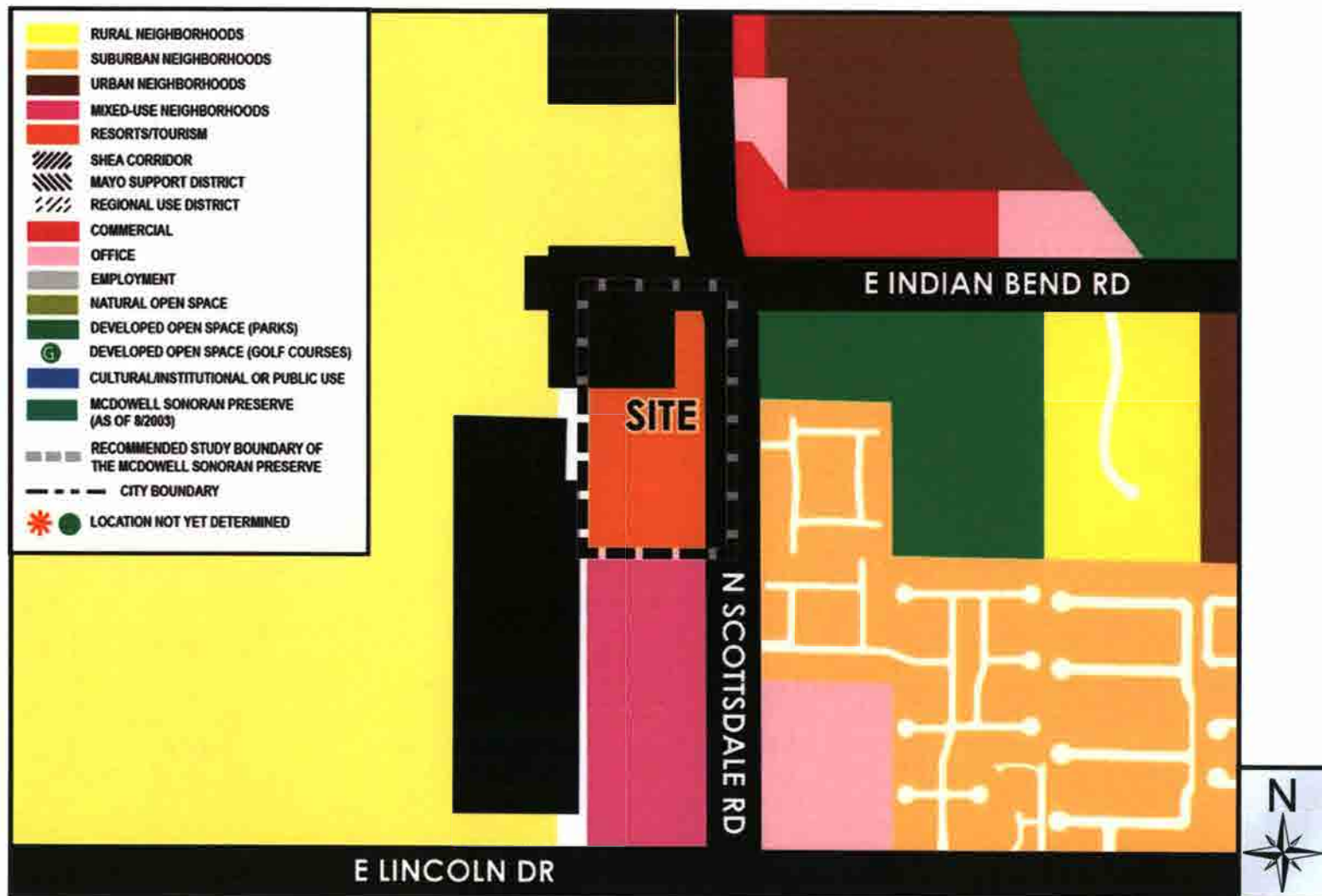
Palmeraie



DETAIL AERIAL

7-ZN-2016

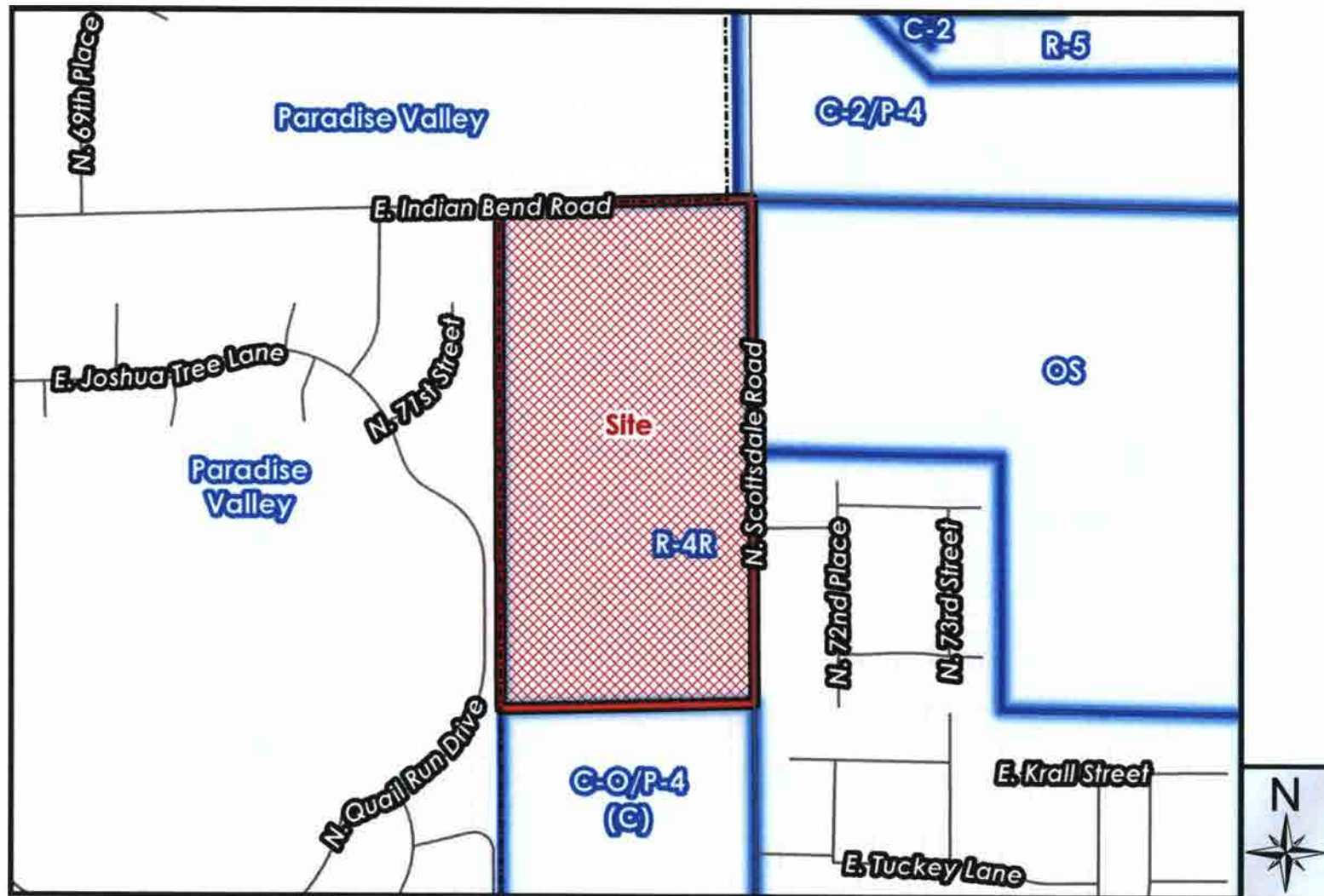
Palmeraie



GENERAL PLAN CONCEPTUAL LAND USE

7-ZN-2016

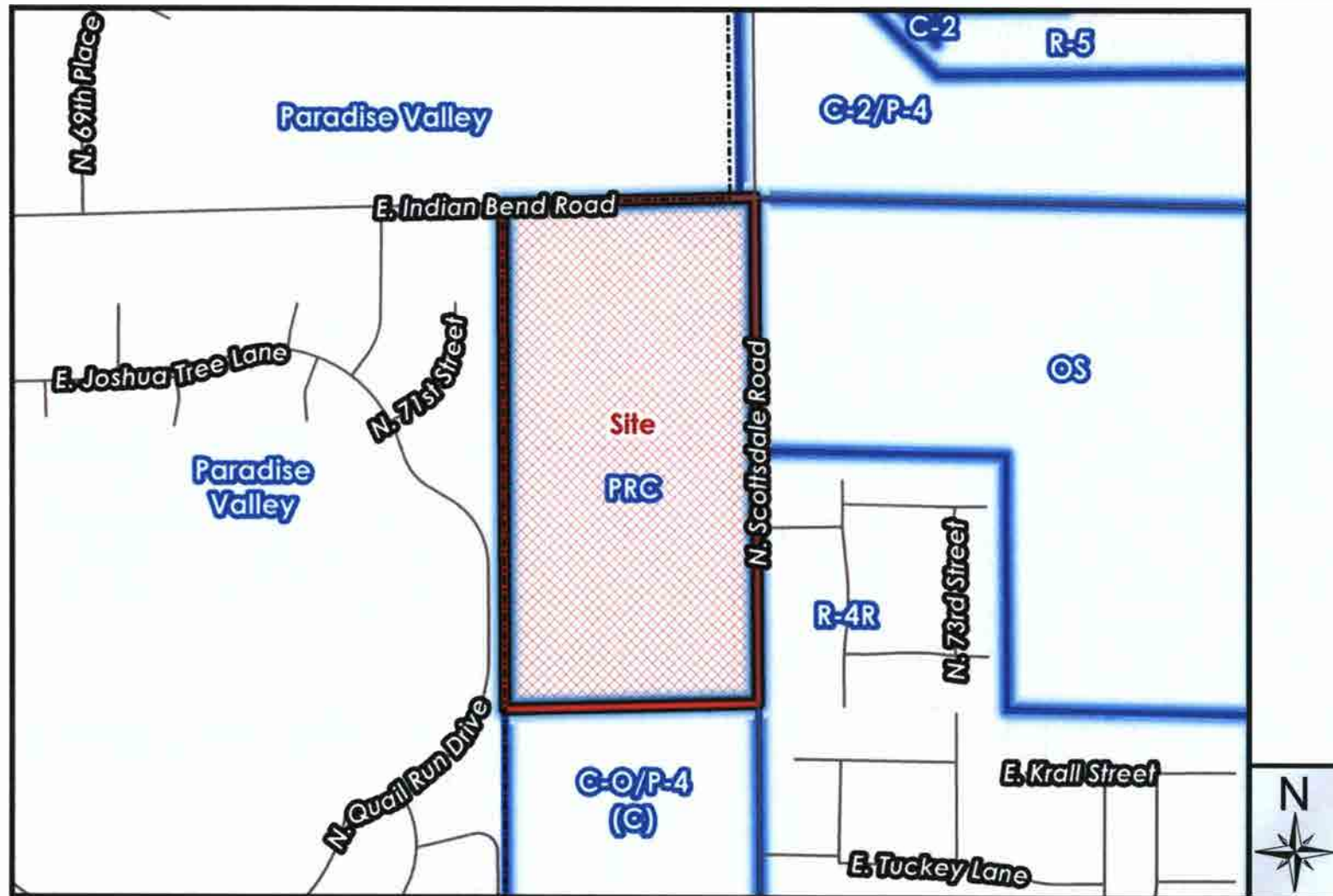
Palmeraie



EXISTING ZONING

7-ZN-2016

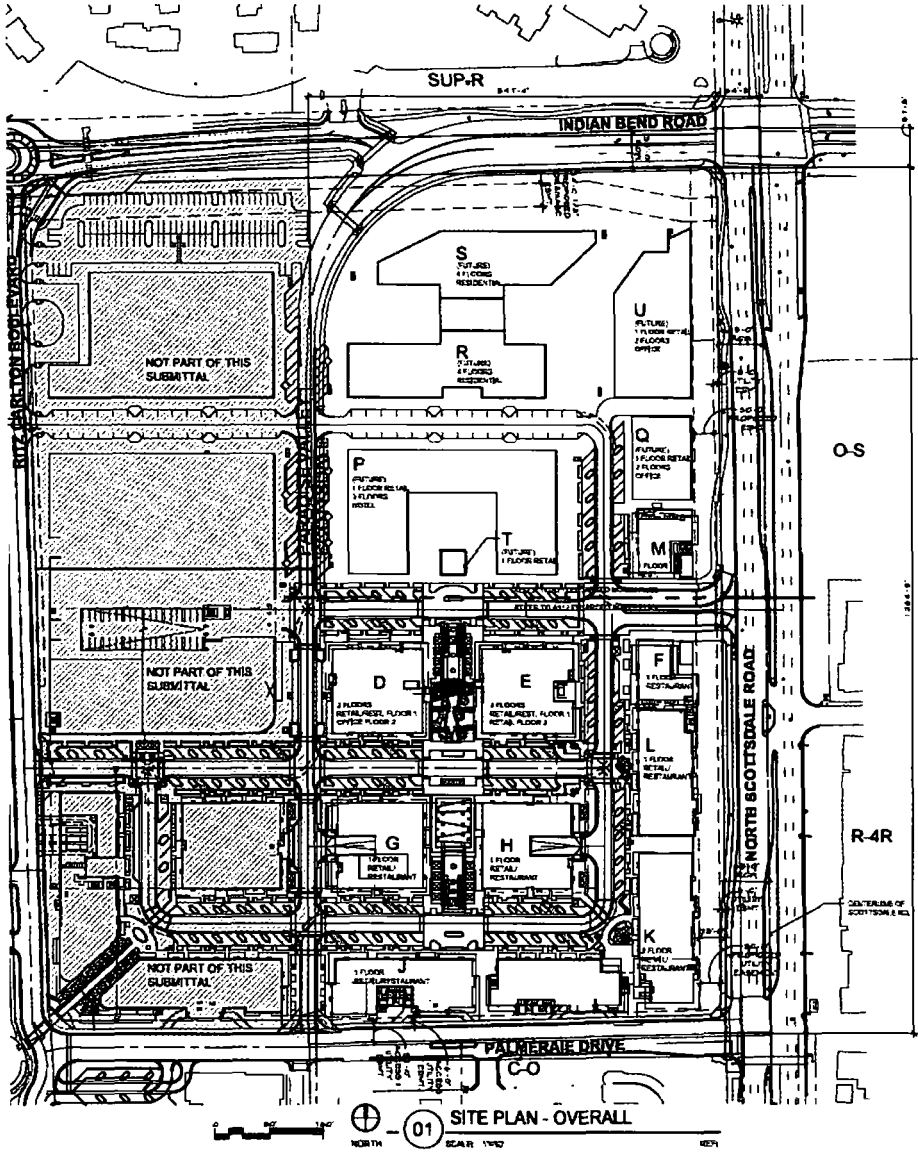
Palmeraie



PROPOSED ZONING

7-ZN-2016

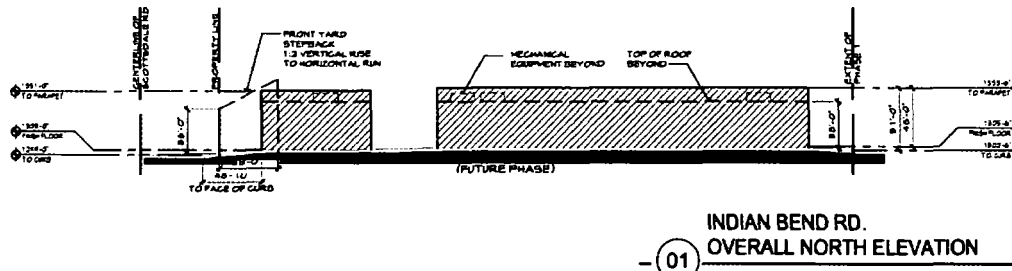
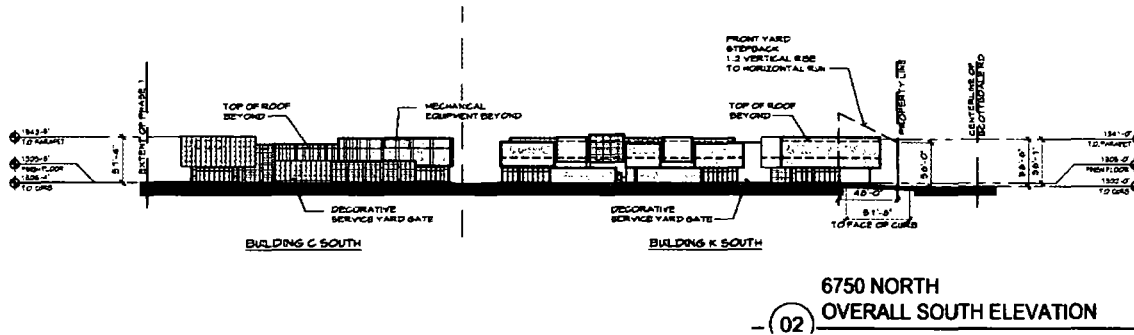
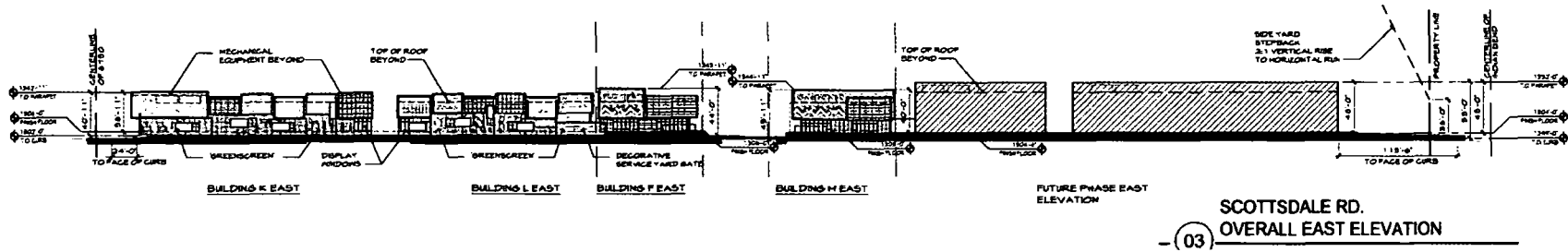
Palmeraie



SITE PLAN

7-ZN-2016

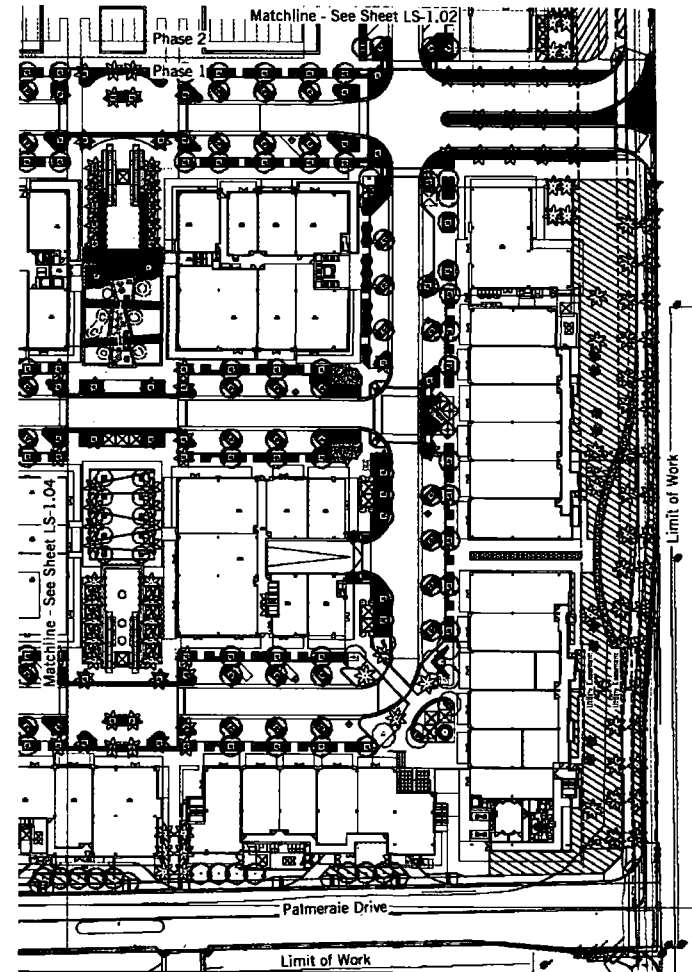
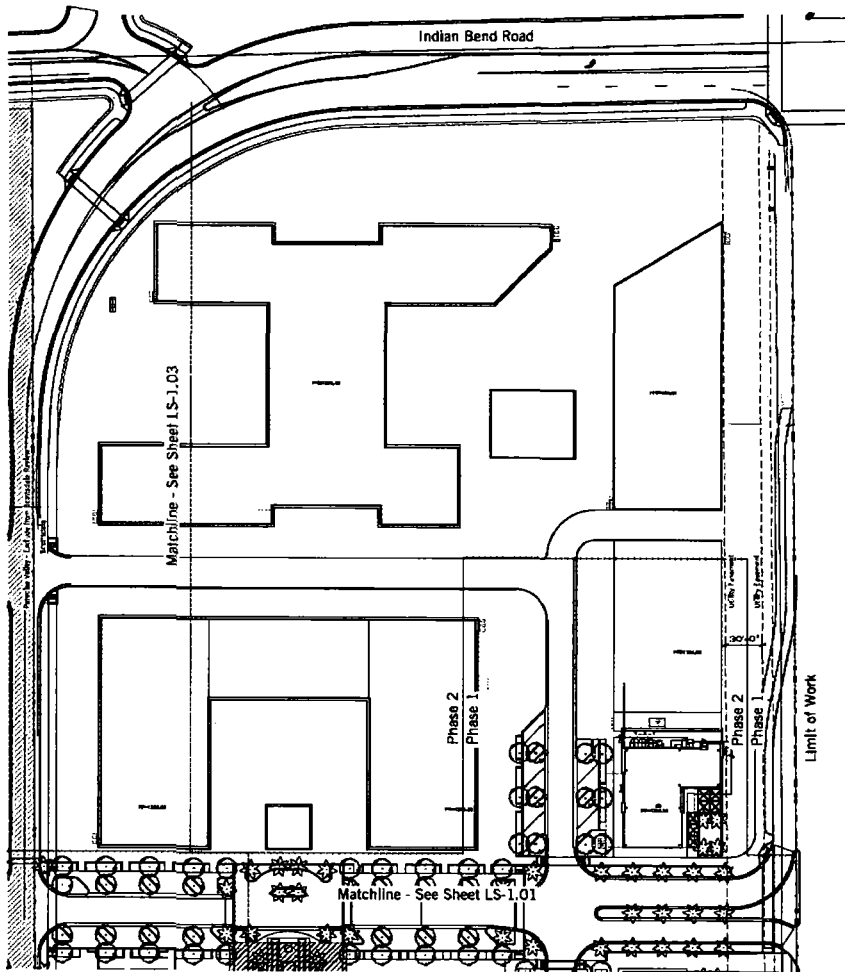
Palmeraie



CONCEPTUAL ELEVATIONS

7-ZN-2016

Palmeraie



CONCEPTUAL LANDSCAPE PLANS

7-ZN-2016

Palmeraie



02 SCOTTSDALE RD PERSPECTIVE - LOOKING NORTHWEST
SCALE: 1/4"=1'-0"



01 SCOTTSDALE RD PERSPECTIVE - LOOKING SOUTHEAST
SCALE: 1/4"=1'-0"

PERSPECTIVES

7-ZN-2016

Palmeraie

- Existing Use: Vacant, undeveloped
- Proposed Use: Mixed-use development
- Parcel Size: 20.13 gross acres / 17.4 net acres
- Commercial space: 226,000 square feet (as proposed)
- Office space: 80,000 square feet (as proposed)
- Floor Area Ratio Allowed: 0.8 (commercial uses)
- Floor Area Ratio Proposed: 0.58 (commercial uses) / 0.22 (residential uses)
- Building Height Allowed: 60 feet, excluding defined rooftop appurtenances
- Building Height Proposed: 48 feet, excluding defined rooftop appurtenances
- Open Space Required: 151,557 square feet / 3.5 acres
- Open Space Provided: 266,607 square feet / 6.1 acres (includes courtyards)
- Hotel Units Proposed: 150 units (maximum) in 134,000 square feet
- Dwelling Units Proposed: 141 units (maximum) in 170,000 square feet
- Density Allowed: 21 dwelling units per gross acre (maximum)
- Density Proposed: 7 dwelling units per gross acre (as proposed)

*** Planning Commission recommended approval at their November 9, 2016 hearing ***

DEVELOPMENT INFORMATION

7-ZN-2016

Palmeraie

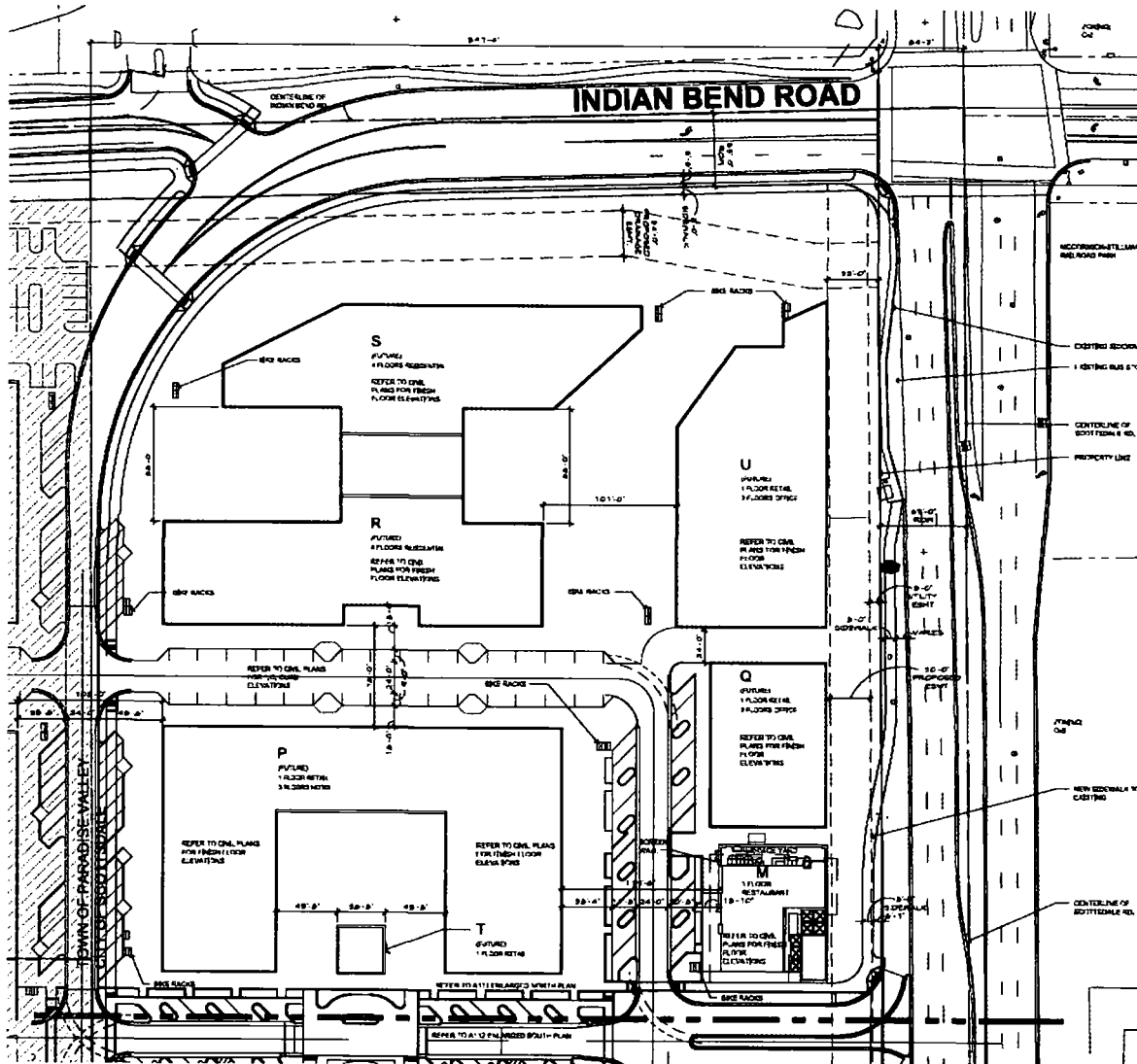
7-ZN-2016

City Council

March 21, 2017

Coordinator: Brad Carr, AICP, LEED-AP

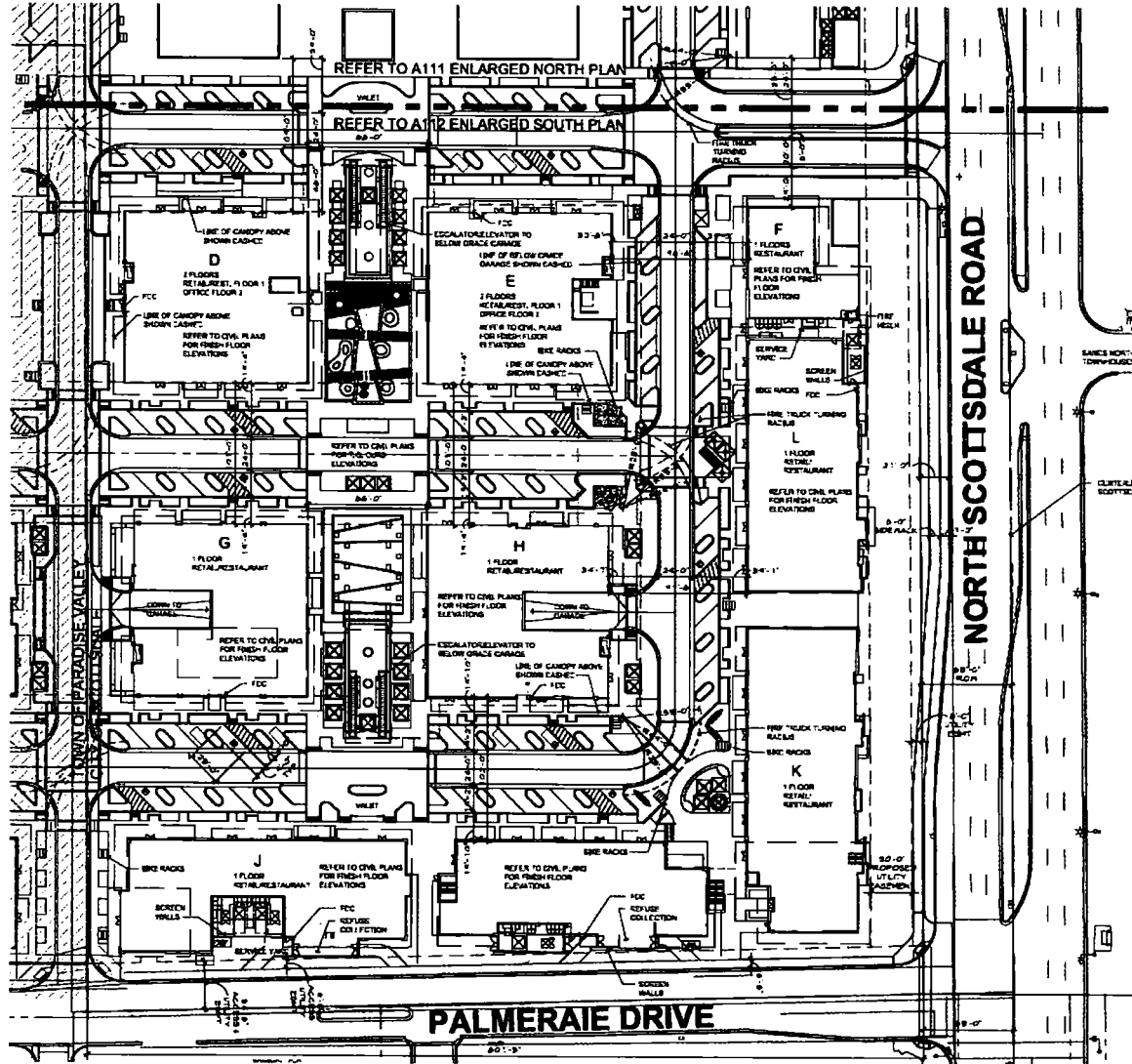
Palmeraie



SITE PLAN – NORTH HALF

7-ZN-2016

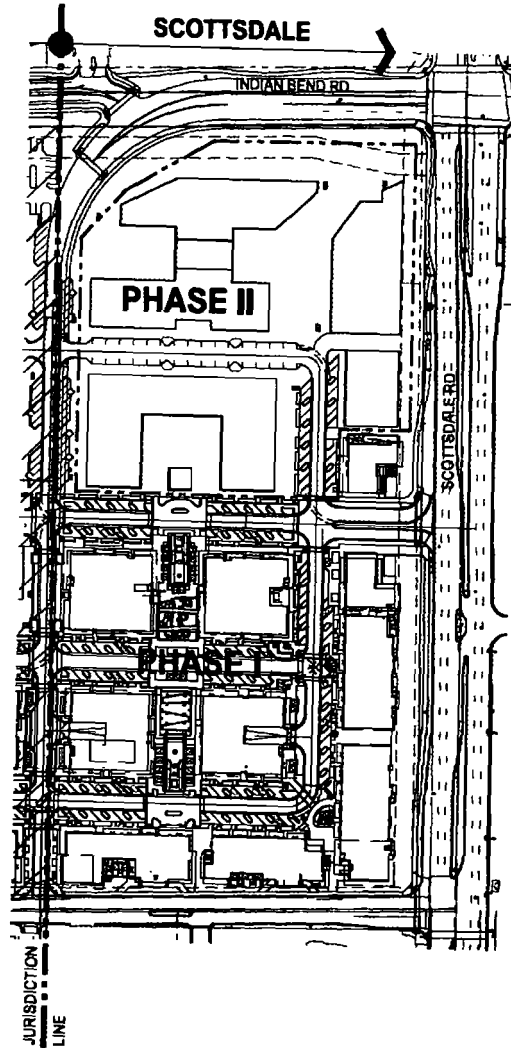
Palmeraie



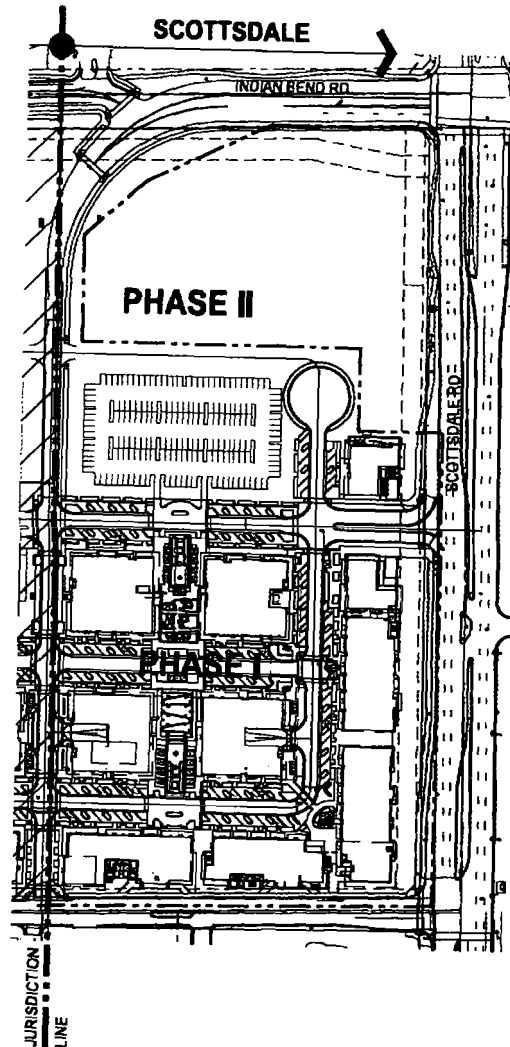
SITE PLAN – SOUTH HALF

7-ZN-2016

Palmeraie



PHASE II
PHASING PLAN
SCALE: 1"=60'
NORTH
02

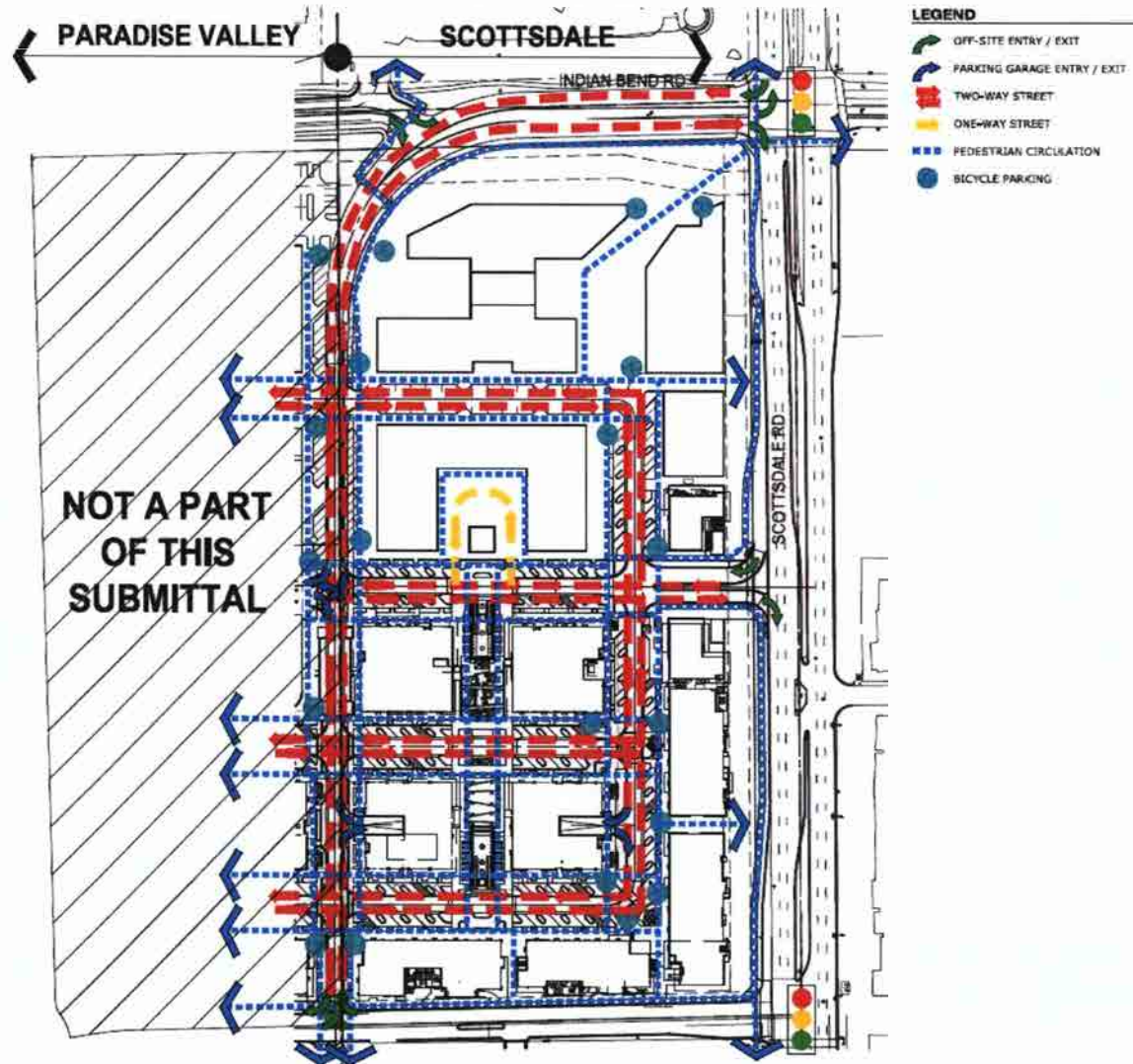


PHASE I
PHASING PLAN
SCALE: 1"=60'
NORTH
01

PHASING

7-ZN-2016

Palmeraie



PEDESTRIAN & VEHICULAR CIRCULATION

7-ZN-2016

Palmeraie

7-ZN-2016

City Council

March 21, 2017

Coordinator: Brad Carr, AICP, LEED-AP

Palmeraie



CONTEXT AERIAL

7-ZN-2016

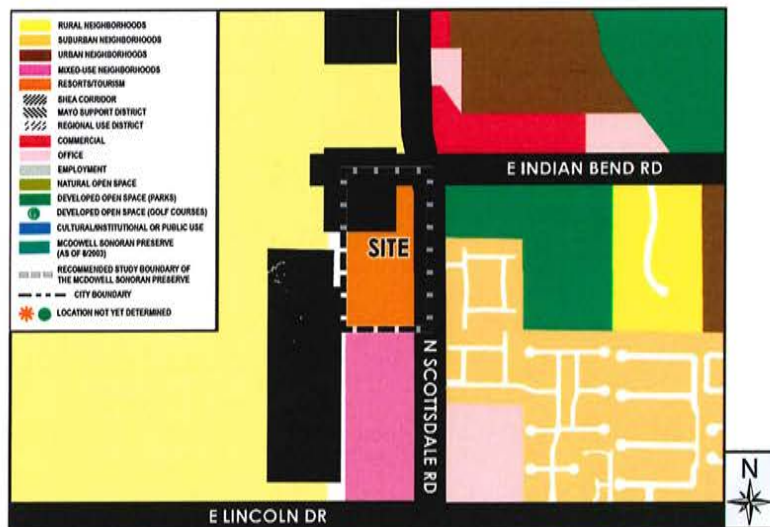
Palmerae



DETAIL AERIAL

7-ZN-2016

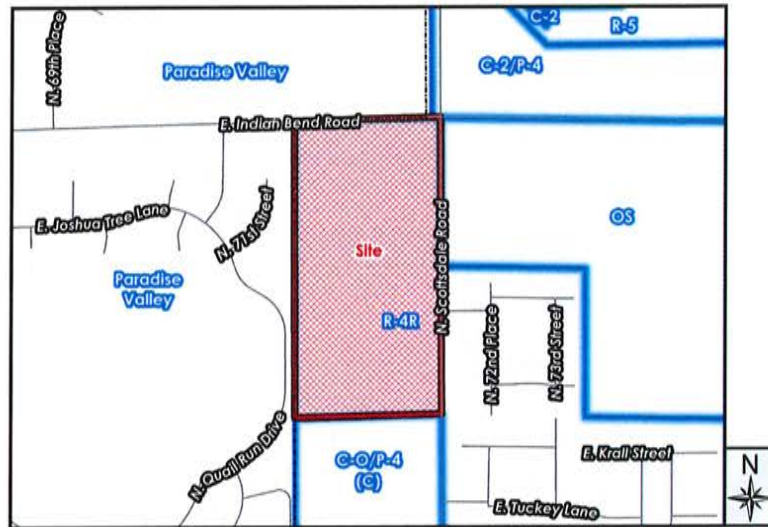
Palmerae



GENERAL PLAN CONCEPTUAL LAND USE

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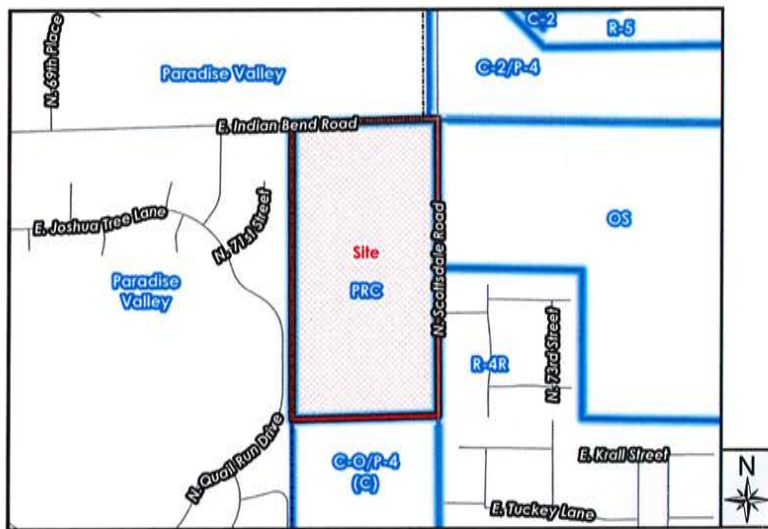
Palmeraie



EXISTING ZONING

7-ZN-2016

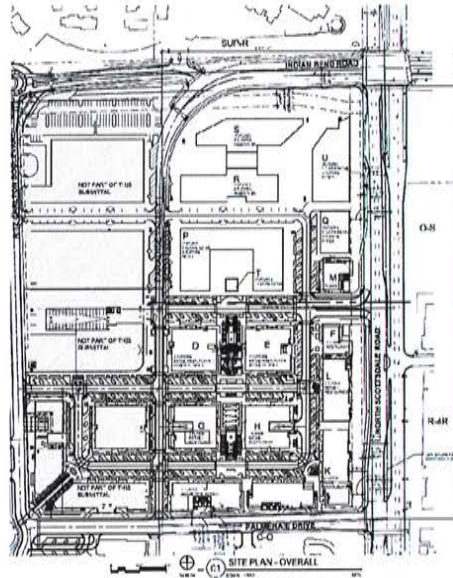
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PROPOSED ZONING

7-ZN-2016

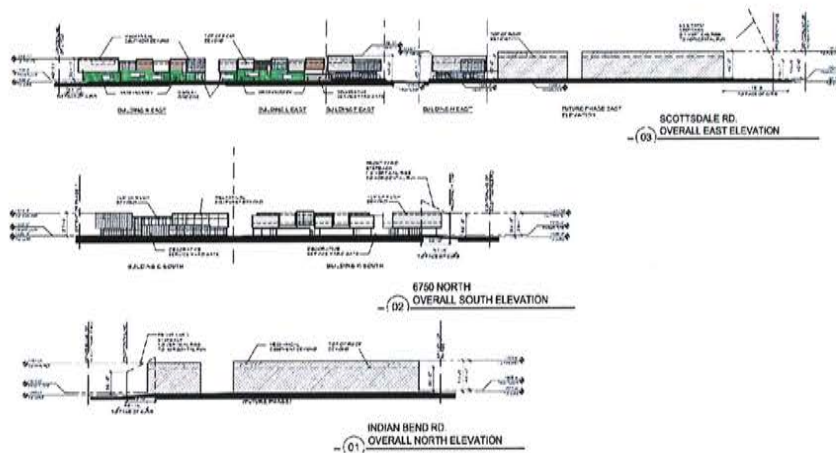
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SITE PLAN

7-ZN-2016

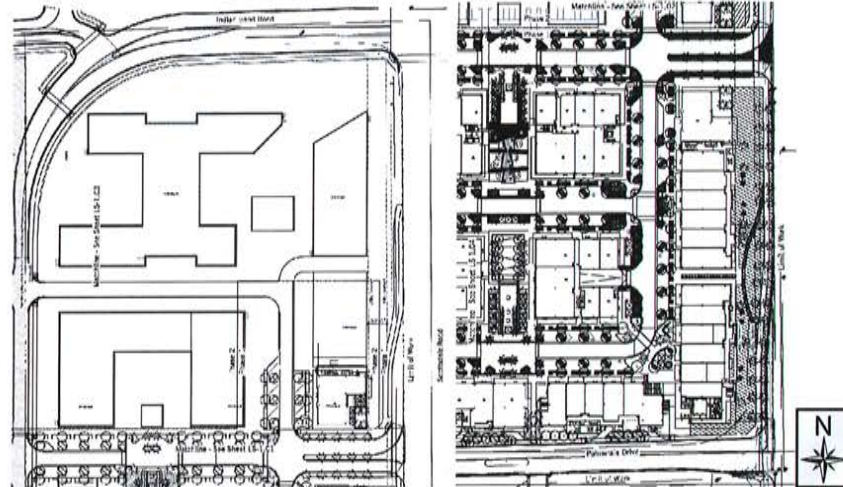
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CONCEPTUAL ELEVATIONS

7-ZN-2016

Palmeraie



CONCEPTUAL LANDSCAPE PLANS

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Palmeraie



SCOTTSDALE RD PERSPECTIVE - LOOKING NORTHWEST



SCOTTSDALE RD PERSPECTIVE - LOOKING SOUTHEAST

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7-ZN-2016

Palmeraie

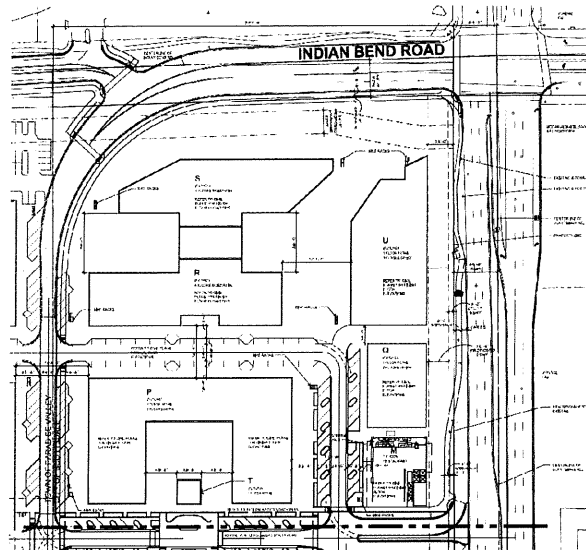
7-ZN-2016

City Council

March 21, 2017

Coordinator: Brad Carr, AICP, LEED-AP

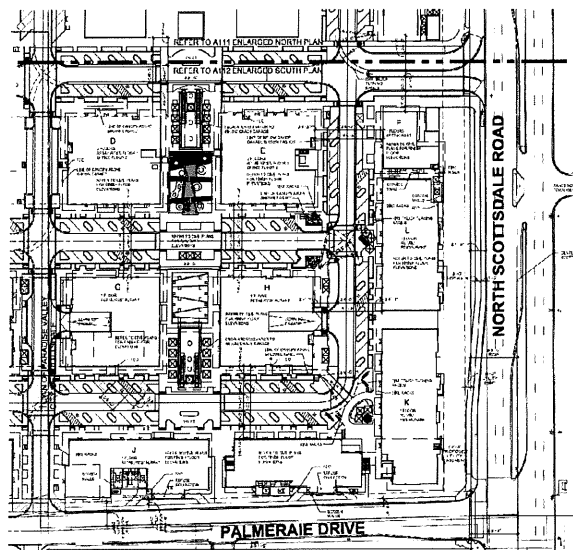
Palmeraie



SITE PLAN – NORTH HALF

7-ZN-2016

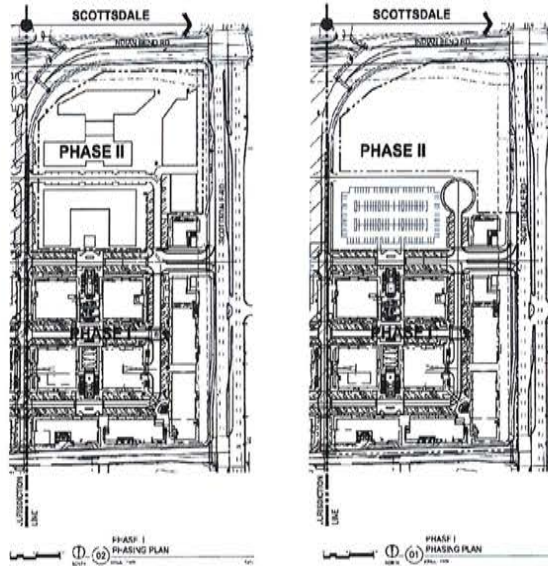
Palmeraie



SITE PLAN – SOUTH HALF

7-ZN-2016

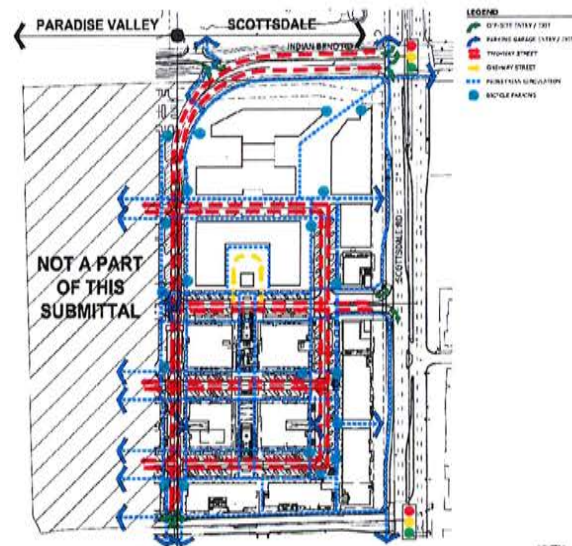
Palmeraie



PHASING

7-ZN-2016

Palmeraie



PEDESTRIAN & VEHICULAR CIRCULATION

7-ZN-2016

Scottsdale City Council – March 21, 2017

Case No. 7-ZN-2016
SWC of Indian Bend & Scottsdale Road

Rezoning from R4-R to PRC for...

THE PALMERAIE

Jason B. Morris
Withey Morris, P.L.C.



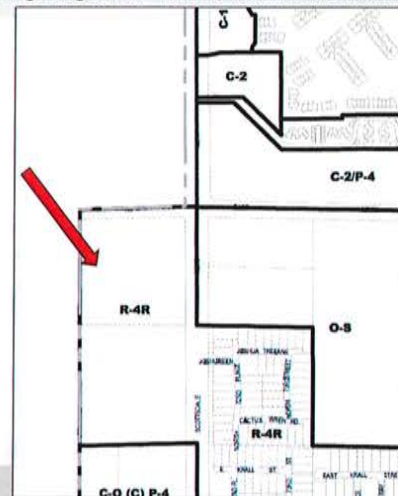
General Plan Designation = Resorts / Tourism

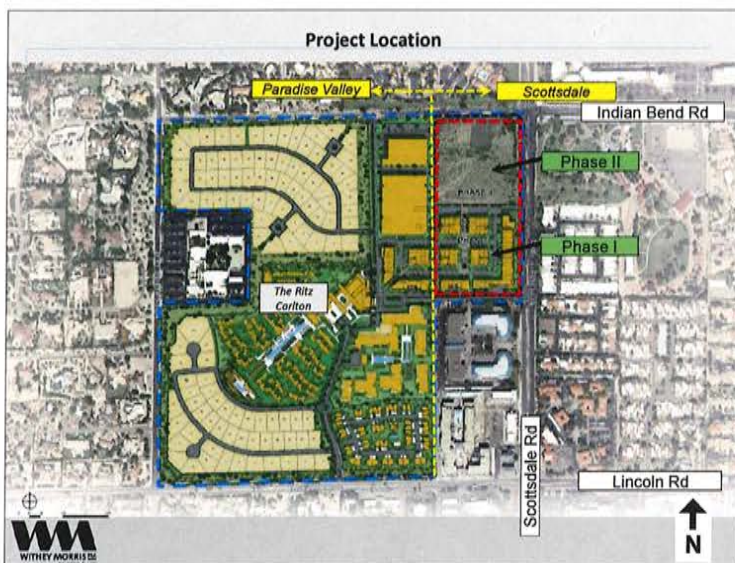


Project Location



Zoning Designation = Resort / Townhouse Residential





Conceptual Renderings



Scottsdale Road Looking Northwest



Conceptual Renderings



Internal Courtyards & Patios



Pedestrian Connection to Ritz



Conceptual Renderings



Scottsdale Road Looking Southwest



Conceptual Renderings



Below Grade Parking Garage



Project Summary

20 acres rezoning. No change to the General Plan
 10 acre Phase I project of Retail & Boutique Office
 Phase I = 136,000 sqf feet retail / 32,000 sqft boutique office
 2 level below-grade parking garage spanning jurisdictions
 Meets all required development standards
 Only 2 stories 48 ft (60 ft permitted). Majority is 1 story, double-height retail
 High level of architecture, details, materials and landscaping
 3.5 acres of open space required / 6.1 acres provided
 Meets the goals of the General Plan and Southern Scottsdale Area Plan
 Greatly improve a long-vacant lot along signature street
 Maintain Scottsdale's status as a world-class destination for shopping and dining
 Unanimous Approval by Planning Commission



Existing Drainage Flow



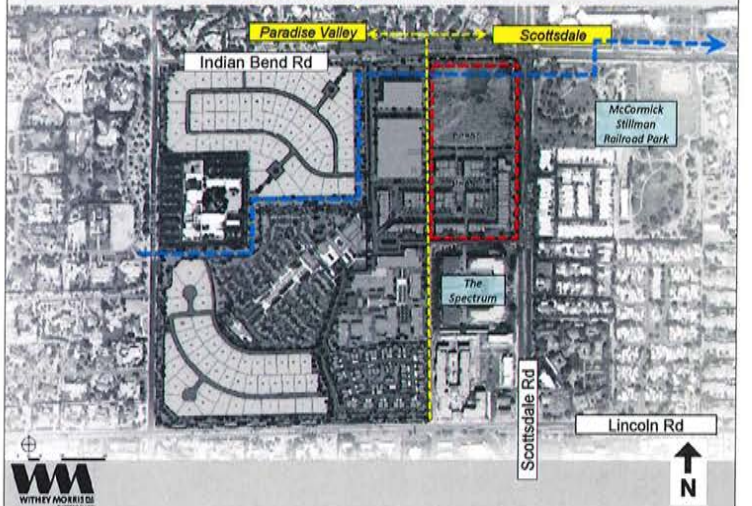
Scottsdale City Council – March 21, 2017

QUESTIONS ?

Jason B. Morris
 Withey Morris, P.L.C.



New, Controlled Drainage Flow



New Channel & Box Culverts Along Indian Bend



Access / Ingress and Improvements

