

CITY COUNCIL REPORT



Meeting Date: March 6, 2018
 General Plan Element: *Land Use*
 General Plan Goal: *Coordinate Planning to Balance Infrastructure*

ACTION

Storyrock Abandonment 4-AB-2017

Request to consider the following:

1. Adopt Resolution No. 10970 approving the abandonment of portions on N. 128th Street on the east side, north and south of E. Ranch Gate Road and portions of right-of-way within the proposed Storyrock subdivision with Single-Family Residential, Planned Community District, Environmentally Sensitive Lands (R1-43 PCD ESL, R1-35 PCD ESL, R1-70 PCD ESL, and R1-18 PCD ESL) zoning.
2. Adopt Resolution 10992 authorizing Development Agreement 2018-005-COS implementing the zoning stipulations of the Storyrock zoning case 13-ZN-2014 (formerly Cavalliere Ranch).

Goal/Purpose of Request

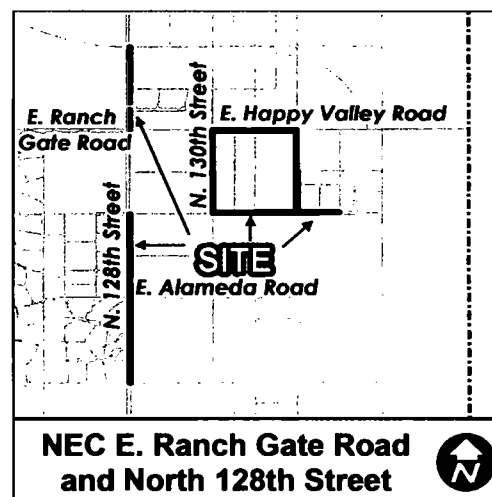
This request is to abandon remnant street right-of-way within the boundaries of the Storyrock subdivision. The applicant is proposing a new street network and infrastructure phasing plan for the Storyrock subdivision.

Key Items for Consideration

- Access not impacted by this proposed abandonment
- Conformance with the Transportation Master Plan and Local Area Infrastructure Plan
- Storyrock Preliminary plats approved by the Development Review Board on November 16, 2017.
- No public input received regarding the proposed abandonment.
- Planning Commission heard this case on November 8, 2017 and recommended approval with a 7-0 vote.

OWNER

Cav-Ranch LLC



APPLICANT CONTACT

Keith Nichter
Lva Urban Design Studio
480-994-0994

LOCATION

E RANCH GATE RD / N 128TH ST (NE Corner)

BACKGROUND

General Plan

The General Plan Land Use Element designates the property as Rural Neighborhoods. This category includes areas of relatively large lot single-family neighborhoods or subdivisions. Densities in Rural Neighborhoods are usually one house per acre (or more) of land.

Character Area Plan

This property is located within the Dynamite Foothills Character Area boundary. The Dynamite Foothills Character Area is intended to preserve the natural and visual qualities of the Sonoran Desert by using design qualities, building materials, and construction techniques that are sensitive to the desert environment. Projects located within the Dynamite Foothills Character Area should preserve natural open space areas, scenic and vista corridors, and support trail links and connections.

Zoning

The site is zoned Planned Community District, Environmentally Sensitive Lands (P-C ESL) with comparable Single Family Residential, Environmentally Sensitive Lands (R1-18 ESL, R1-35 ESL, R1-43 ESL, and R1-70 ESL) zoning districts. The comparable zoning districts allow for different zoning district areas through the subject site.

Context

The subject property is located on the east side of N. 128th Street to the north and south of E. Ranch Gate Road and E. Alameda Road. The surrounding properties are zoned Single Family Residential Environmentally Sensitive Lands (R1-130 ESL, R1-70 ESL, R1-35 ESL). The McDowell Sonoran Preserve is located to the east, north and south of the Storyrock subdivision. Please refer to context graphics attached.

Related Policies, References:

2001 City of Scottsdale General Plan
2014 Transportation Master Plan

APPLICANTS PROPOSAL

Development Information

The proposed abandonment and Development Agreement are associated with the Preliminary Plats for the Storyrock subdivision. The Storyrock subdivision will be developed in phases. The Development Agreement implements the infrastructure improvements required by the zoning case and provides a timeline for these improvements.

IMPACT ANALYSIS

Land Use

The applicant's request will allow the owners/applicant to acquire the abandonment area to complete the 443-lot Master Planned Community approved under case 13-ZN-2014.

Traffic/Trails

Access to the development is provided by E. Ranch Gate Road and E. Alameda Road from N. 128th Street.

Emergency/Municipal Services

No impacts are anticipated.

Public Utilities

The public utilities have been notified of the applicant's request. The utility companies have indicated that there are no conflicts with the proposed abandonment and support the abandonment.

Community Involvement

Notifications were sent by mail to all property owners within 750 feet of the proposed abandonment area. Staff has not received any inquiries on the abandonment application.

Community Impact

No properties will be denied access as a result of this abandonment.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach:

Staff recommended that the Planning Commission make a recommendation to City Council for approval to abandon the requested right-of-way on N. 128th Street, E Happy Valley Road, E. Juan Tabo alignment, N. 130th Street, N. 132nd Street and N. 134th Street, finding that the proposal is consistent with and conforms to the adopted General Plan, subject to the following:

1. The property owner shall record a final plat identified under case 5-PP-2016#6.
2. The property owner shall pay to \$103,714.18, as compensation to the city for the abandonment of right-of-way. The compensation for the internal abandonment right-of-way

areas has been determined to be construction of a double barrel box culvert underneath N. 128th Street north of the E. Ranch Gate Road. (offsite from the project boundary).

OTHER BOARDS AND COMMISSIONS

Planning Commission:

Planning Commission heard this case on November 8, 2017 and recommended approval with a 7-0 vote.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach:

1. Adopt Resolution No. 10970 approving the abandonment of portions on N. 128th Street on the east side, north and south of E. Ranch Gate Road and portions of right-of-way within the proposed Storyrock subdivision with Single-Family Residential, Planned Community District, Environmentally Sensitive Lands (R1-43 PCD ESL, R1-35 PCD ESL, R1-70 PCD ESL, and R1-18 PCD ESL) zoning.
2. Adopt Resolution 10992 authorizing Development Agreement 2018-005-COS implementing the zoning stipulations of the Storyrock zoning case 13-ZN-2014 (formerly Cavalliere Ranch).

RESPONSIBLE DEPARTMENT(S)

Planning and Development Services

Current Planning Services

STAFF CONTACT(S)

Doris McClay
Senior Planner
480-312-4214
E-mail: dmcclay@ScottsdaleAZ.gov

APPROVED BY



Doris McClay, Report Author

1/29/18

Date



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

1/27/2018

Date



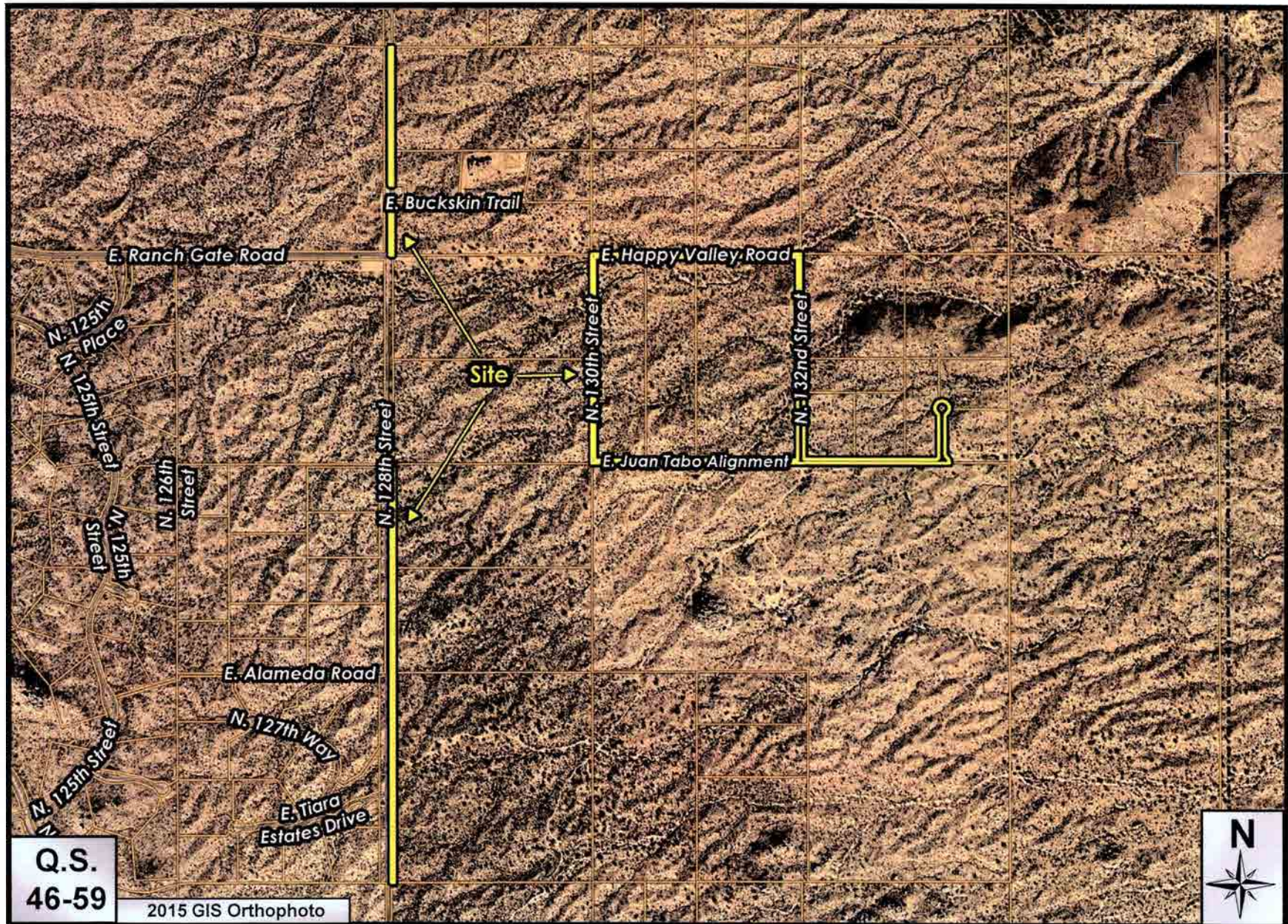
Randy Grant, Director
Planning and Development Services
480-312-2664, rgrant@scottsdaleaz.gov

1/28/18

Date

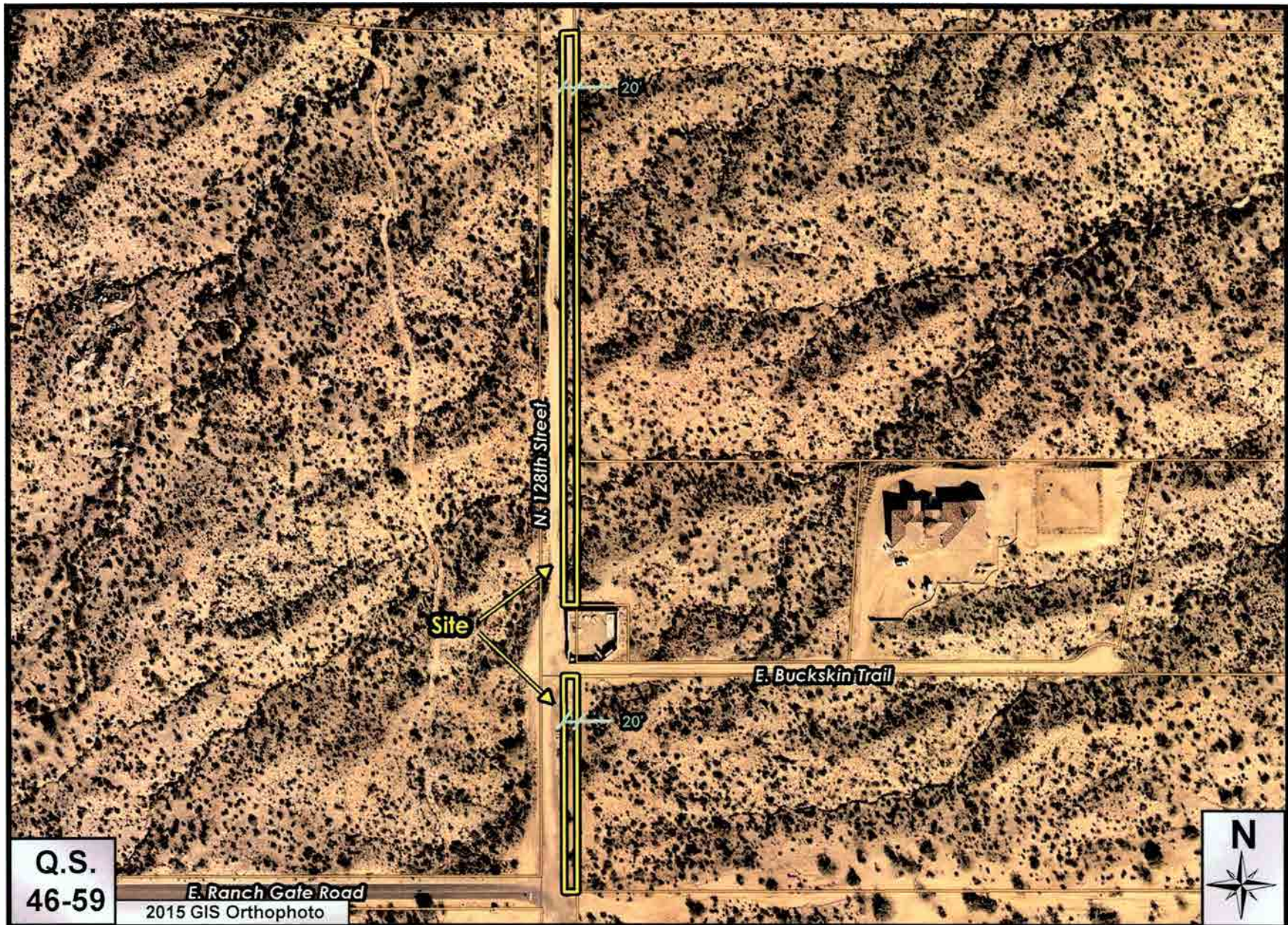
ATTACHMENTS

1. Context Aerial
2. Detail Aerials
3. Resolution No. 10970
4. Resolution 10992
5. Development Agreement 2018-005-COS
6. Applicant's narrative
7. Local Area Infrastructure Plan
8. Subdivision plan
9. City Notification Map
10. November 8, 2017 Planning Commission meeting minutes



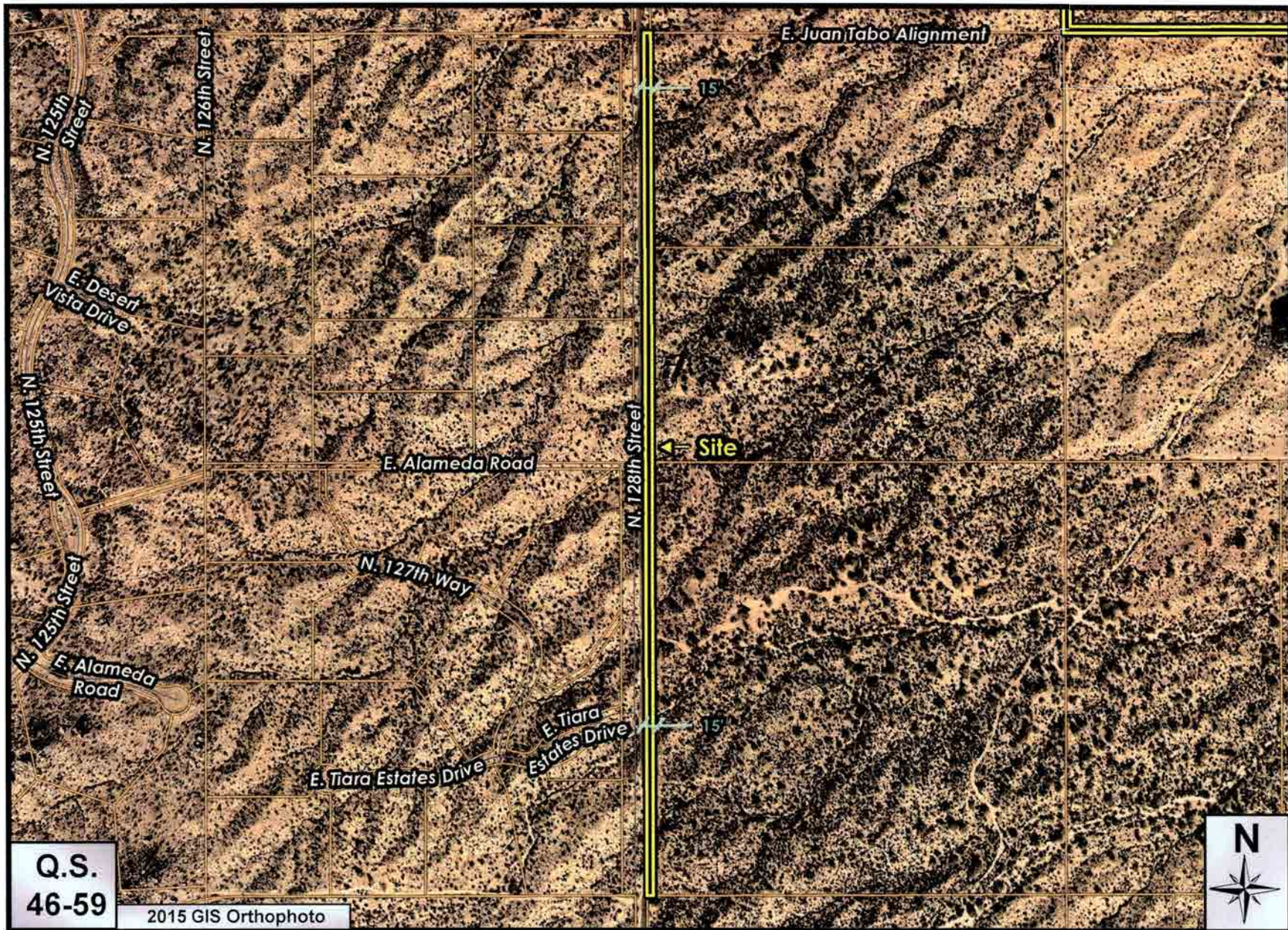
Storyrock Abandonment

4-AB-2017



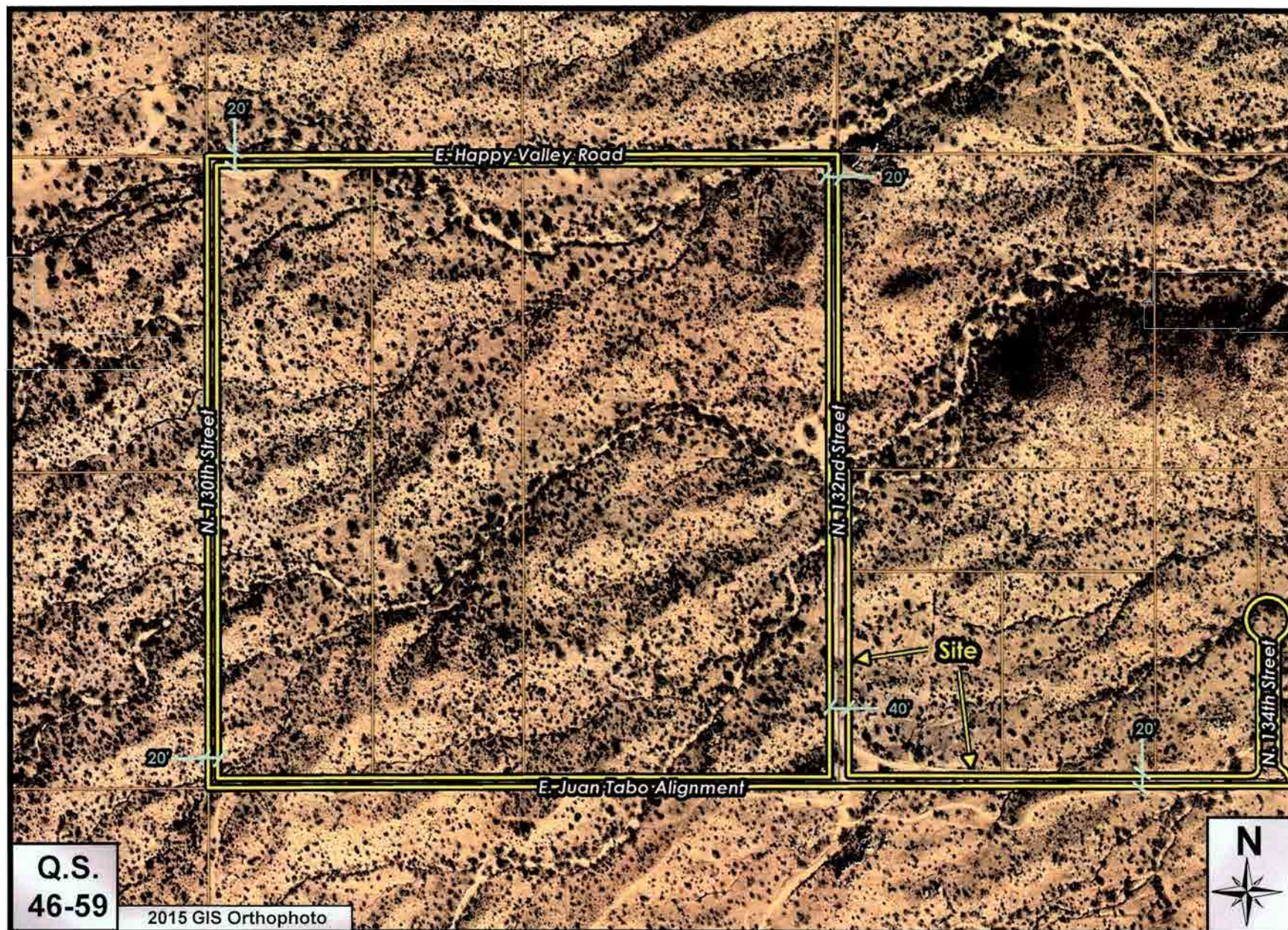
Storyrock Abandonment

4-AB-2017



Storyrock Abandonment

4-AB-2017



Storyrock Abandonment

4-AB-2017



Storyrock Abandonment

4-AB-2017

RESOLUTION NO. 10970

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, ABANDONING, SUBJECT TO CONDITIONS AND RESERVATIONS, CERTAIN INTERESTS IN THE EASTERN 20 FEET OF THE 55-FOOT N.128TH STREET RIGHT-OF-WAY LOCATED NORTH OF E. RANCH GATE ROAD APPROXIMATELY 1,300 FEET TO THE NORTH, THE EASTERN 15 FEET OF THE 55-FOOT N. 128TH STREET RIGHT-OF-WAY LOCATED (APPROXIMATELY 1,300 FEET SOUTH OF E. RANCH GATE ROAD) AT THE E. JUAN TABO ALIGNMENT SOUTH FOR APPROXIMATELY 2,632 FEET, TO ABANDON 20 FEET OF RIGHT-OF-WAY ON E. HAPPY VALLEY ROAD FROM N. 130TH STREET EAST TO N. 132ND STREET APPROXIMATELY 1,323 FEET, TO ABANDON 20 FEET OF RIGHT-OF-WAY ON N. 130TH STREET AND N. 132ND STREET (APPROXIMATELY 1,284 FEET) BETWEEN E. HAPPY VALLEY ROAD AND E. JUAN TABO ALIGNMENT, TO ABANDON 20 FEET OF RIGHT-OF-WAY ON E. JUAN TABO ALIGNMENT FROM N. 130TH STREET EAST TO N. 134 STREET (APPROXIMATELY 2,254 FEET), TO ABANDON THE EASTERN 20 FEET ON N. 132ND STREET FROM THE E. JUAN TABO ALIGNMENT NORTH APPROXIMATELY 641 FEET AND TO ABANDON 40 FEET OF RIGHT-OF-WAY ON N. 134TH STREET (NORTH OF THE E. JUAN TABO ALIGNMENT) TO THE NORTH APPROXIMATELY 376 FEET INCLUDING THE CUL-DE-SAC.

(4-AB-2017)

WHEREAS:

A. A.R.S. Sec. 28-7201, et seq., and A.R.S. §9-500.24 provide that a city may dispose of a public roadway or portion thereof that is no longer necessary for public use.

B. After notice to the public, the City of Scottsdale ("City") City's planning commission and City Council have held hearings on the proposed abandonment of a certain interests in a portion of the street right-of-way and other interests (collectively the "Abandonment Right-of-way").

C. The Abandonment Right-of-way is described on **Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I" and Exhibit "J"** attached hereto.

D. The Abandonment Right-of-way falls within, serves, affects or is near the parcel (the "StoryRock Parcel") comprising approximately 462 acres located southeast of the intersection of 128th Street and Ranch Gate Road, as depicted on **Exhibit "K"** attached hereto. The StoryRock Parcel is currently owned by Cav-Ranch, LLC, an Arizona limited liability company, Hilton Hills Property, L.L.P., an Arizona limited liability limited partnership, and the George Cavalliere and Margery Cavalliere Revocable Trust ("Owners")

15649004v2

E. City's city council finds that, subject to the conditions, requirements, reservations and limitations of this resolution, the Abandonment Right-of-way is no longer necessary for public use.

F. City's city council has considered the City expenditure, if any, authorized by this resolution and the direct consideration that City will receive and finds that there is a clearly identified public purpose for City's expenditure, if any, and that City will receive direct consideration substantially equal to its expenditure.

G. City's city council finds that consideration and other public benefit commensurate with the value of the interests in the Abandonment Right-of-way being abandoned, giving due consideration to its degree of fragmentation and marketability, will be provided to City by the owners of the abutting property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Abandonment. Subject to the reservations and conditions below, City's interests comprising the Abandonment Right-of-way are hereby abandoned.

2. Reservations. City reserves to itself and excludes from this Abandonment all of the following cumulative, perpetual interests:

2.1 Any and all interests in the Abandonment Right-of-way that this resolution or any related application, zoning case, plat, lot split, use permit, or other land use regulatory or other process or requirements may require to be dedicated to City.

2.2 Any of the following in favor of City that may already have been imposed on the Abandonment Right-of-way prior to this resolution, if any:

2.2.1 Any V.N.A.E. or other vehicular non-access easement or covenant.

2.2.2 Any N.A.O.S. or other open space or similar easement or covenant.

2.2.3 Any scenic corridor, setback or similar easement or covenant.

2.3 An easement for all existing utilities, if any. Specifically, this shall include an easement for the existing water, sewer and force mains currently existing in 128th Street from Ranch Gate Road to East Buckskin Trail.

2.4 Such rights and interests, if any, as are required to be reserved by A.R.S. Sec. 28-7210 and A.R.S. Sec. 28-7215.

3. Effective Date. This resolution shall not be recorded or become effective until all of the following conditions (the "Conditions") are satisfied in accordance with all applicable laws, regulations and policies and at no expense to City:

3.1 The Owners (and all lenders, tenants, and other interest holders in such parcels) shall convey to City using City specified forms each of the real estate interests specifically described in this resolution as having been reserved in favor of City. For example, if this resolution reserves to City a water line easement over a portion of the Abandonment Right-of-way, then this paragraph requires such persons to rededicate such water line easement. If such interest was originally dedicated in a manner that a portion of such interest falls within such parcels but outside the boundaries of the Abandonment Right-of-way, then the new dedication required by this paragraph shall also include such additional portion of the interest.

3.2 As compensation to the City for the Abandonment Right-of-Way, the Owners shall pay to the City the amount of One Hundred Three Thousand Seven Hundred Fourteen and 18/100 Dollars (\$103,714.18) in cash prior to City Council approval of the first plat within the StoryRock Parcel, and shall construct at its expense a double barrel box culvert underneath 128th Street north of the East Ranch Gate Road and North 128th Street intersection pursuant to the terms of Development Agreement No. 2018-005-COS, and shall pay any application fees or other amounts related to this resolution and in addition to any other amounts payable to City.

3.3 The zoning administrator executes the certificate at the bottom of this resolution.

4. Administration of Conditions. If the Conditions are not all satisfied prior to the second annual anniversary of this resolution, or if this resolution is not recorded prior to that deadline, then the city clerk shall mark this resolution to indicate that this resolution is void.

5. Exhibit. The text of this resolution controls any conflict with the exhibits as to the rights or interests created, reserved or otherwise affected by this resolution. For example, if the text of this resolution indicates that City is reserving a particular type of easement, but the exhibit text or labels indicate a different type of real estate interest, then the text controls.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this ____ day of _____, 20____.

CITY OF SCOTTSDALE, an Arizona municipal corporation

ATTEST:

W. J. "Jim" Lane, Mayor

By: _____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Margaret Wilson / pjb
Bruce Washburn, City Attorney

By: Margaret Wilson, Senior Assistant City Attorney

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CERTIFICATE

I am the zoning administrator of the City of Scottsdale. I certify that I have confirmed that the conditions stated in paragraph 3 of the abandonment resolution above have been fulfilled and the resolution is ready to be recorded and become effective.

DATED this _____ day of _____, 20_____.

Signature

name printed

Table of Exhibits for Abandonment Resolution No. 10970

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	C	Legal description of roadway easement to be abandoned
B	C	Scaled and dimensioned drawing to accompany legal description of roadway to be abandoned
C	C	Legal description of roadway easement to be abandoned
D	C	Scaled and dimensioned drawing to accompany legal description of roadway to be abandoned
E	C	Legal description of roadway to be abandoned
F	C	Scaled and dimensioned drawing to accompany legal description of roadway to be abandoned
G	C	Legal description of roadway to be abandoned
H	C	Scaled and dimensioned drawing to accompany legal description of roadway to be abandoned
I	C	Legal description of roadway to be abandoned
J	C	Scaled and dimensioned drawing to accompany legal description of roadway to be abandoned
K	D	Map depiction of Story Rock parcel

EXHIBIT 'A'

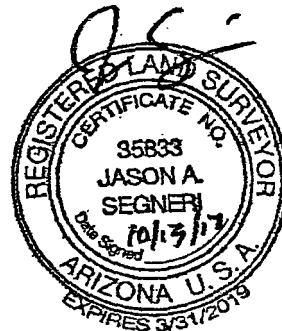
LEGAL DESCRIPTION

RIGHT OF WAY ABANDONMENT

THAT PORTION OF THE RIGHT OF WAY LOCATED WITHIN THE EAST 20 FEET OF THE WEST 55 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 1, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS DEDICATED IN DOCKET 11466, PAGE 1058, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT THAT PORTION LYING WITHIN THE NORTH 110.91 FEET OF THE SOUTH 438.70 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION 1, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

ABANDONMENT CONTAINS 0.555 ACRES, MORE OR LESS.



SURVEY INNOVATION GROUP, INC
22425 N. 16TH STREET, SUITE 1
PHOENIX, AZ 85024DI

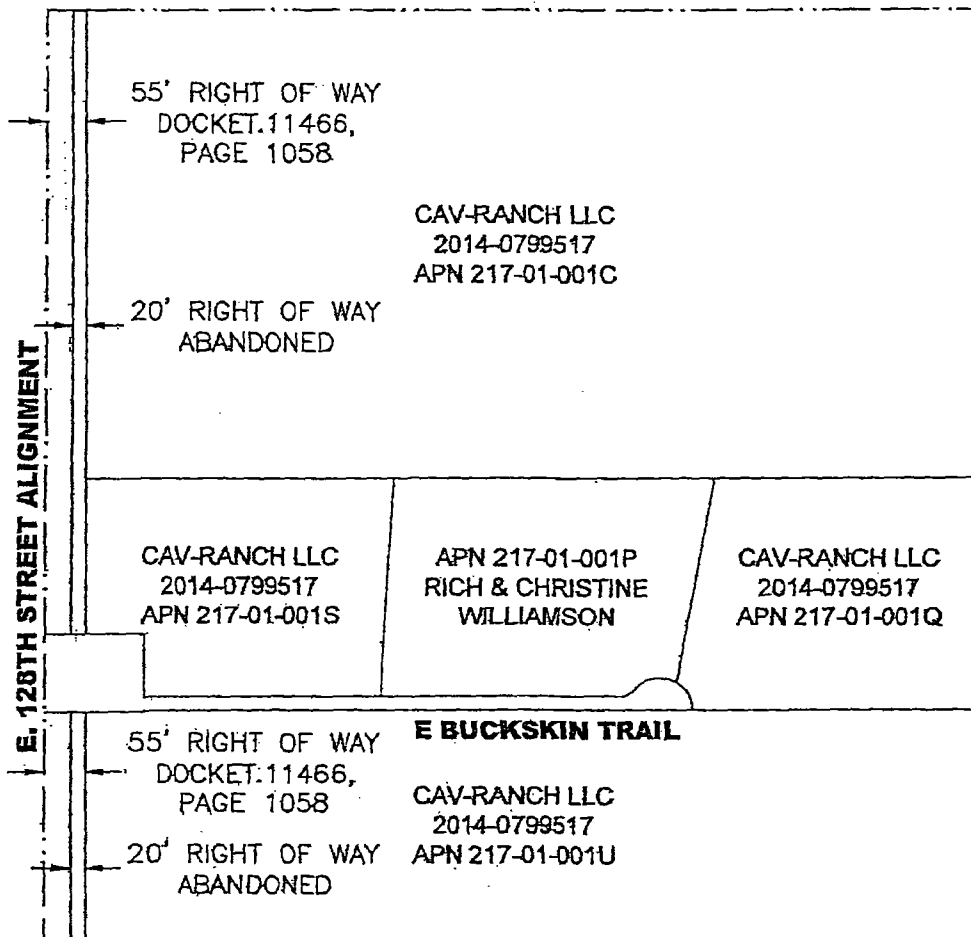
SIG JOB NO. 2014-001

Resolution No. 10970
Exhibit A
Page 1 of 1



EXHIBIT 'B'
RIGHT OF WAY ABANDONMENT

Resolution No. 10970
Exhibit B
Page 1 of 1



LOCATED IN THE SOUTHWEST QUARTER OF
THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 4 NORTH, RANGE 5 EAST

SIG
SURVEY INNOVATION
GROUP, INC

JOB #14-001	DWG: ROW ABANDONMENTS	DATE: 10/13/17
SCALE: 1"=250'	DRAWN: JAS	CHK: JLD
		SHEET: 1 OF 1

LEGAL DESCRIPTION

RIGHT OF WAY ABANDONMENT



THAT PORTION OF THE RIGHT OF WAY LOCATED WITHIN THE EAST 15 FEET OF THE WEST 55 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS DEDICATED IN DOCKET 11466, PAGE 1058, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

EXCEPT FOR THE PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF PARCEL NO. 1, AS RECORDED IN DOCUMENT 2014-0799515, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, BEING 55.00 FEET EAST OF THE NORTHWEST CORNER OF SAID PARCEL NO. 1;

THENCE NORTH 00 DEGREES 04 MINUTES 57 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 55.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1197.17 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 43 DEGREES 20 MINUTES 16 SECONDS WEST, A DISTANCE OF 21.82 FEET TO A POINT ON A LINE PARALLEL WITH A 40.00 FEET EAST OF SAID WEST LINE;

THENCE NORTH 00 DEGREES 04 MINUTES 57 SECONDS WEST, A DISTANCE OF 79.37 FEET;

THENCE SOUTH 43 DEGREES 10 MINUTES 09 SECONDS EAST, A DISTANCE OF 21.96 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET EAST OF SAID WEST LINE;

THENCE SOUTH 00 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 47.48 FEET TO THE POINT OF BEGINNING.

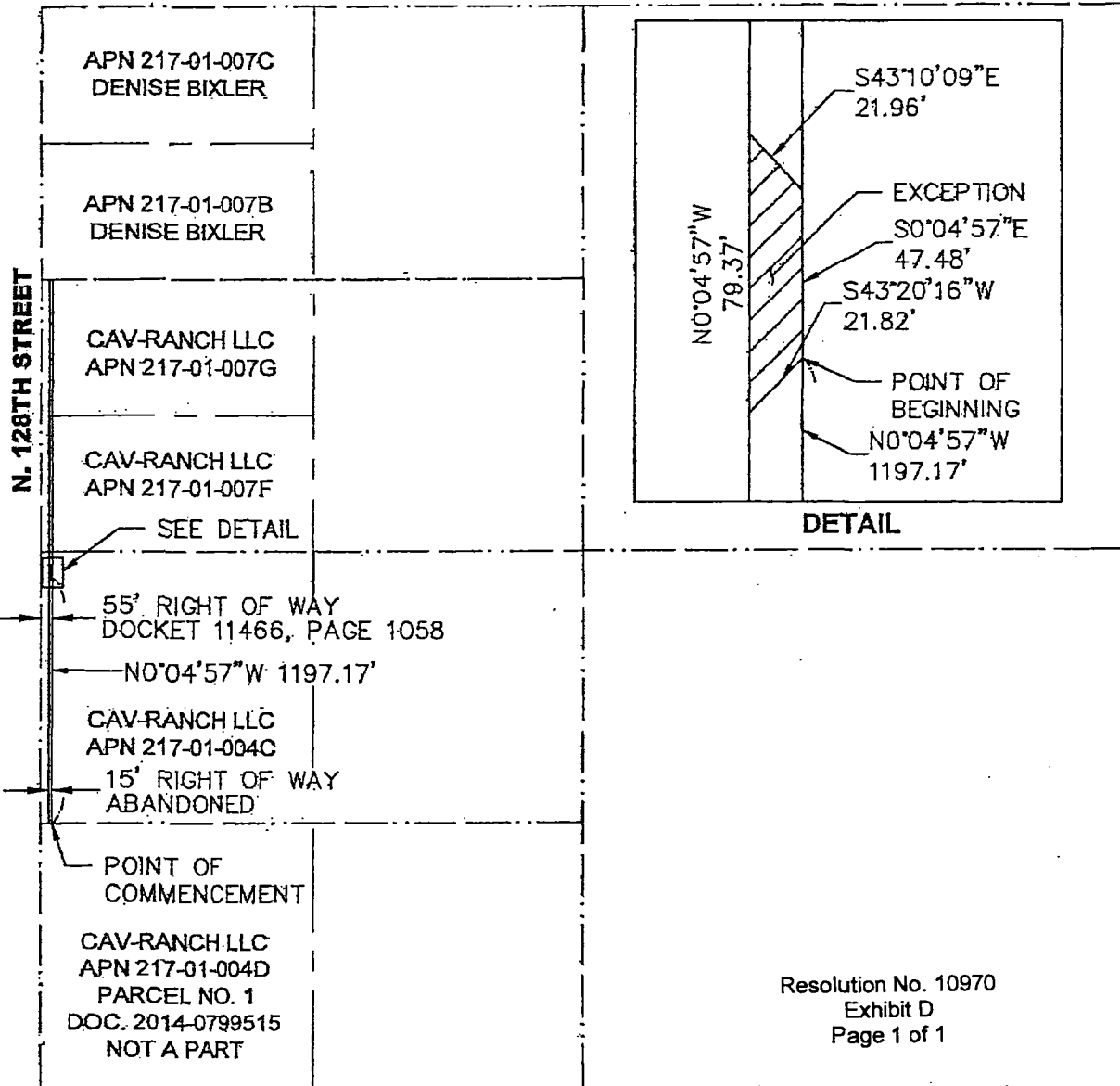
ABANDONMENT CONTAINS 0.888 ACRES, MORE OR LESS.

SURVEY INNOVATION GROUP, INC
22425 N. 16TH STREET, SUITE 1
PHOENIX, AZ 85024DI

SIG JOB NO. 2014-001

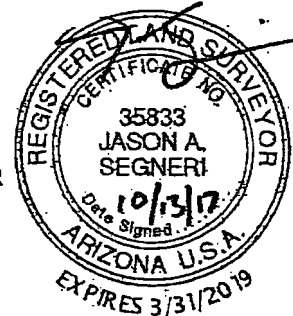
EXHIBIT RIGHT OF WAY ABANDONMENT

E. HAPPY VALLEY ROAD ALIGNMENT



E. PINNACLE PEAK ROAD ALIGNMENT

LOCATED IN THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER AND THE NORTHWEST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 5 EAST



SIG
SURVEY INNOVATION
GROUP, INC

JOB #14-001	DWG: ROW ABANDONMENTS	DATE: 10/13/17
SCALE: 1"=250'	DRAWN: JAS	CHK: JLD
		SHEET: 1 OF 1

EXHIBIT

LEGAL DESCRIPTION

RIGHT OF WAY ABANDONMENT

THE RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, IN ITS ENTIRETY, AS DEDICATED IN DOCUMENT NO. 2001-0304922, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

ABANDONMENT CONTAINS 2.390 ACRES, MORE OR LESS.



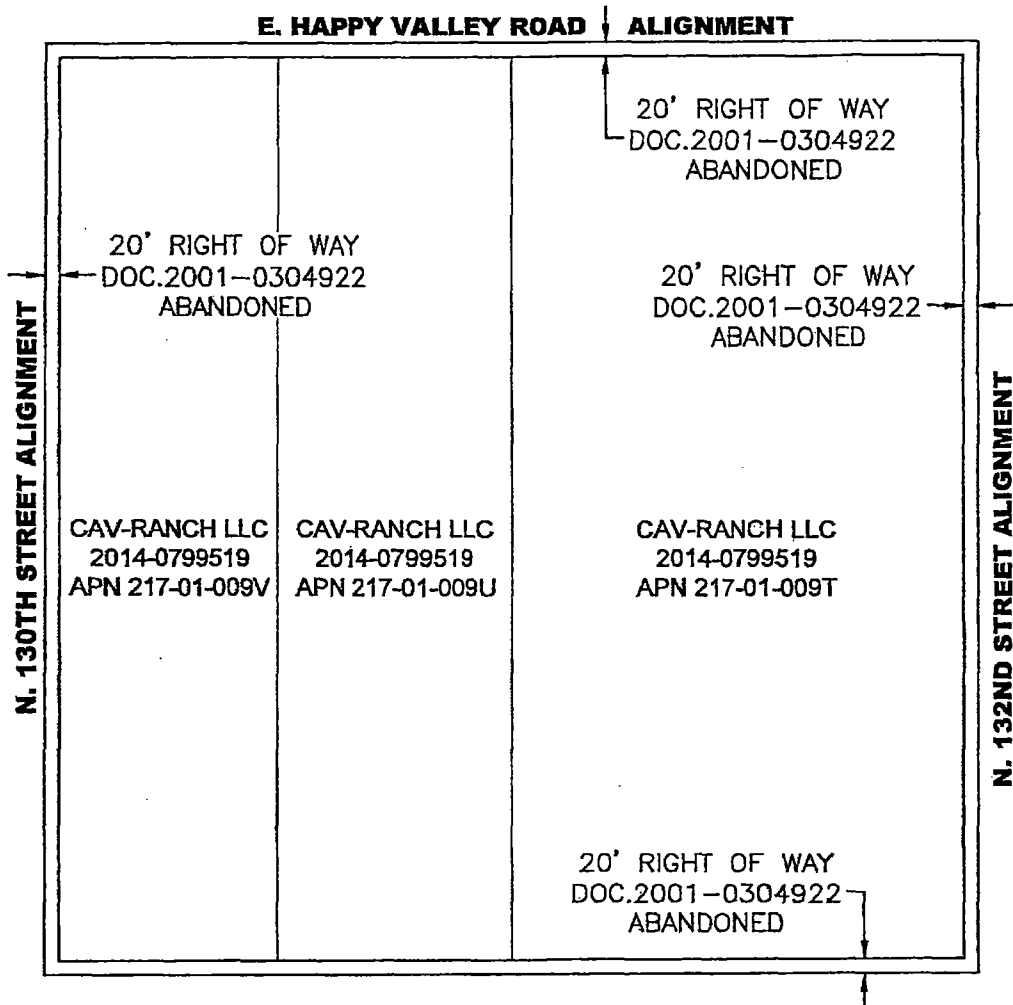
SURVEY INNOVATION GROUP, INC
22425 N. 16TH STREET, SUITE 1
PHOENIX, AZ 85024

SIG JOB NO. 2014-001



EXHIBIT
RIGHT OF WAY ABANDONMENT

Resolution No. 10970
Exhibit F
Page 1 of 1



LOCATED IN THE NORTHEAST QUARTER OF
THE NORTHWEST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 5 EAST

SIG
SURVEY INNOVATION
GROUP, INC

JOB #14-001	DWG: ROW ABANDONMENTS	DATE: 9/25/17
SCALE: 1"=250'	DRAWN: JAS	CHK: RMH
		SHEET: 1 OF 1

EXHIBIT

LEGAL DESCRIPTION

RIGHT OF WAY ABANDONMENT

THE RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, IN ITS ENTIRETY, AS DEDICATED IN DOCUMENT NO. 2000-0453237, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

ABANDONMENT CONTAINS 0.597 ACRES, MORE OR LESS.



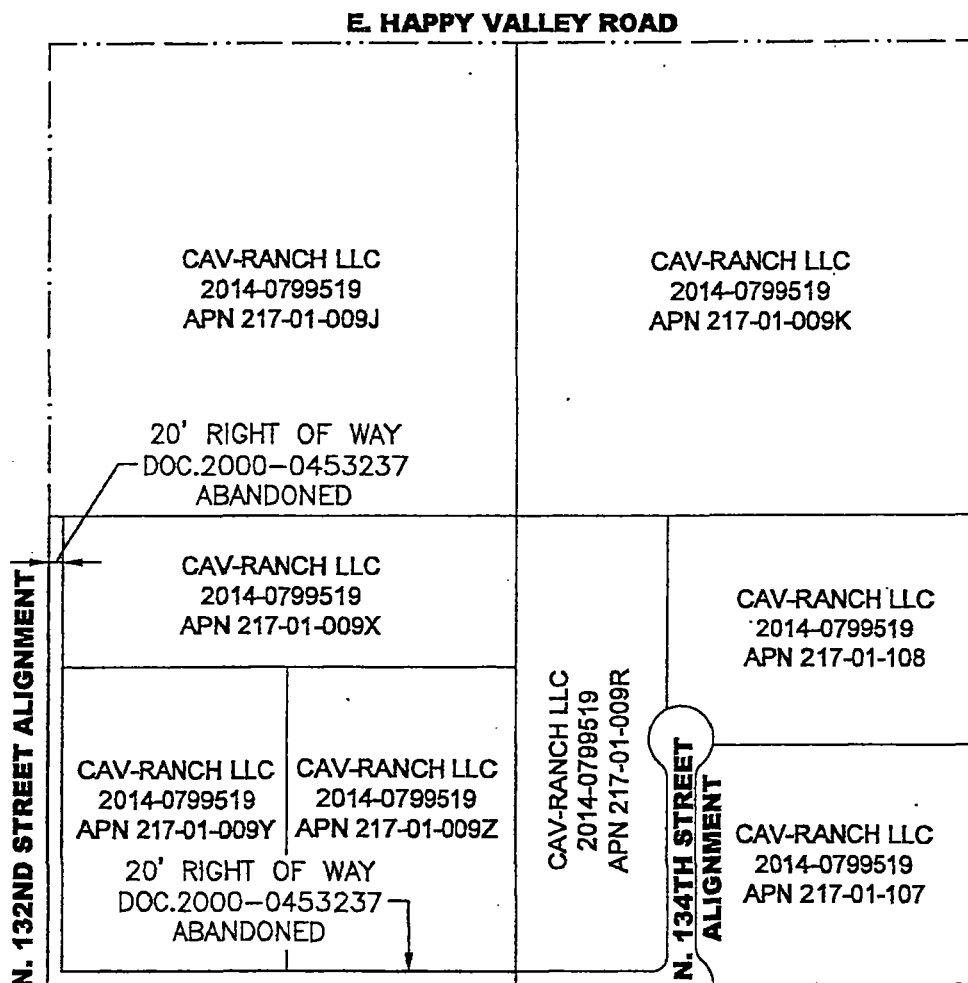
SURVEY INNOVATION GROUP, INC
22425 N. 16TH STREET, SUITE 1
PHOENIX, AZ 85024

SIG JOB NO. 2014-001



EXHIBIT RIGHT OF WAY ABANDONMENT

Resolution No. 10970
Exhibit H
Page 1 of 1



**LOCATED IN THE NORTHWEST QUARTER OF
THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 5 EAST**

SIG
**SURVEY INNOVATION
GROUP, INC**

JOB #14-001	DWG: ROW ABANDONMENTS	DATE: 10/19/17
SCALE: 1"=250'	DRAWN: JAS	CHK: RMH
		SHEET: 1 OF 1

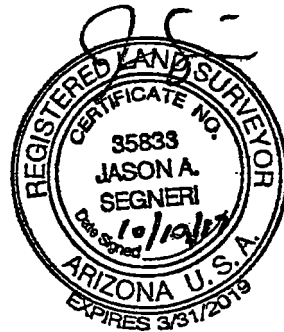
EXHIBIT

LEGAL DESCRIPTION

RIGHT OF WAY ABANDONMENT

THE RIGHT OF WAY LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, IN ITS ENTIRETY, AS DEDICATED IN DOCUMENT NO. 2001-0304920, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

ABANDONMENT CONTAINS 0.549 ACRES, MORE OR LESS.



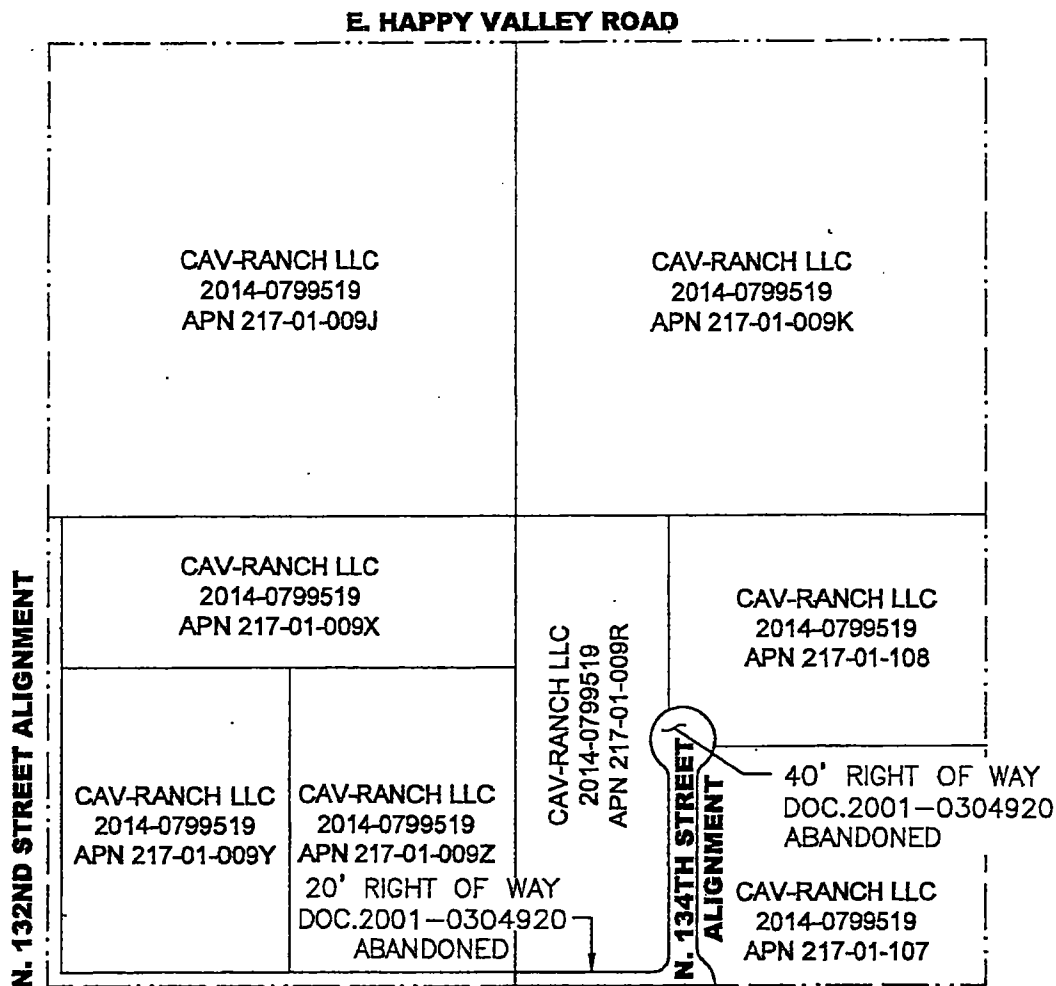
SURVEY INNOVATION GROUP, INC
22425 N. 16TH STREET, SUITE 1
PHOENIX, AZ 85024

SIG JOB NO. 2014-001



EXHIBIT
RIGHT OF WAY ABANDONMENT

Resolution No. 10970
Exhibit J
Page 1 of 1

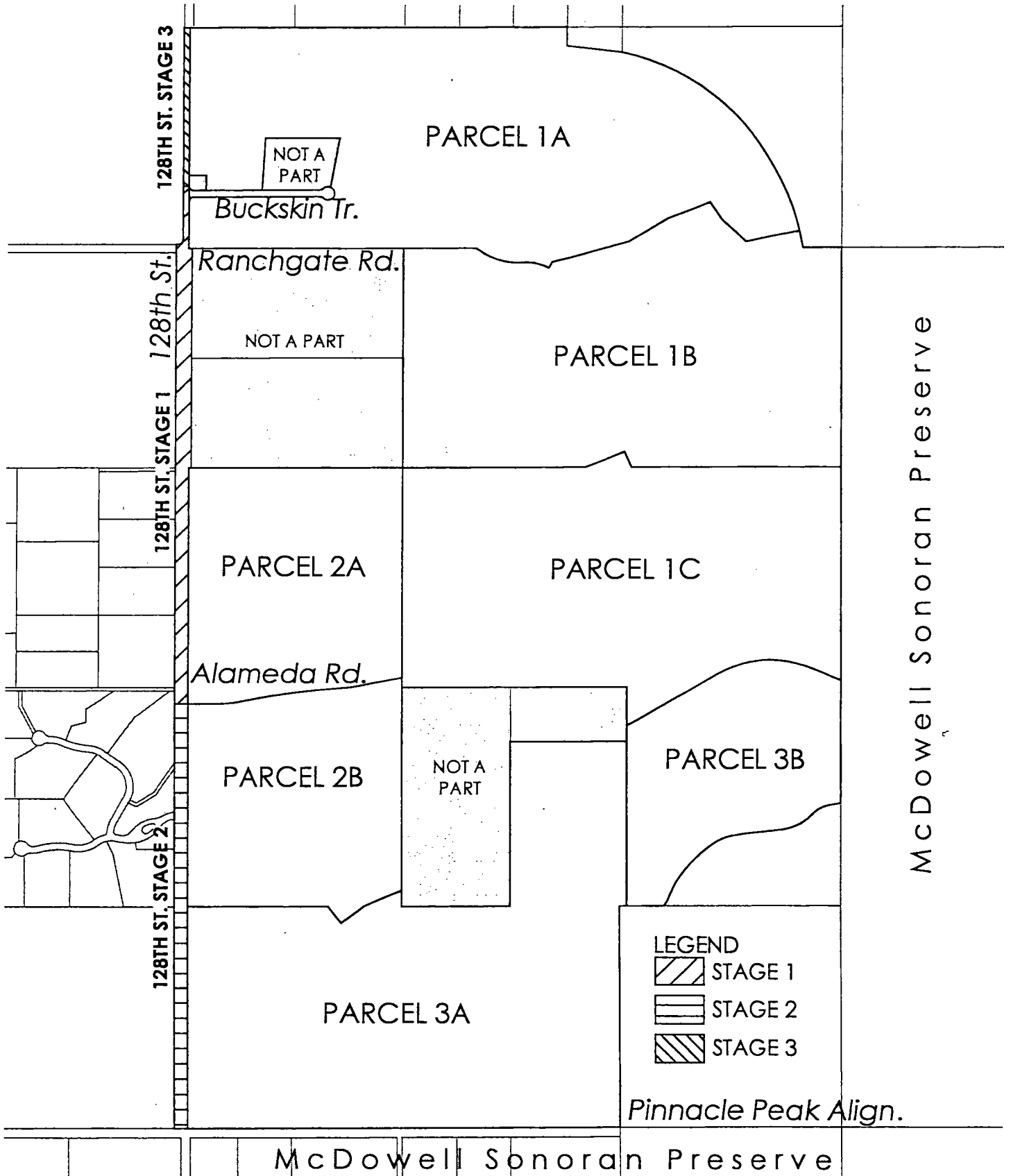


LOCATED IN THE NORTHWEST QUARTER OF
THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 5 EAST

SIG
SURVEY INNOVATION
GROUP, INC

JOB #14-001	DWG: ROW ABANDONMENTS	DATE: 10/19/17
SCALE: 1"=250'	DRAWN: JAS	CHK: RMH
		SHEET: 1 OF 1

128TH STREET STAGING & PARCEL EXHIBIT
EXHIBIT



RESOLUTION NO. 10992

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA,
AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT
AGREEMENT NO. 2018-005-COS FOR PROPERTY LOCATED
AT THE NORTHEAST CORNER OF 128TH STREET AND THE
PINNACLE PEAK ROAD ALIGNMENT.

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. 2018-005-COS for the property located at the northeast corner of 128th Street and the Pinnacle Peak Road alignment; and

WHEREAS, this Development Agreement No. 2018-005-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 and directed to execute Development Agreement No. 2018-005-COS after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record Development Agreement No. 2018-005-COS with the Maricopa County Recorder within ten (10) days of its execution by the Mayor.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this ____ day of _____, 2018.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

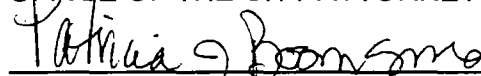
ATTEST:

By: _____
Carolyn Jagger, City Clerk

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

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



Bruce Washburn, City Attorney

By: Patricia J. Boomsma, Assistant City Attorney

16292350

When Recorded Return to:
One Stop Shop Records
The City of Scottsdale
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

Agreement No. 2018-005-COS
Storyrock Development/Cavalliere Ranch
Resolution No. 10992

DEVELOPMENT AGREEMENT

This Agreement ("**Agreement**") is entered into this _____ day of _____, 2018, by Cav-Ranch, LLC, an Arizona limited liability company, Hilton Hills Property, L.L.L.P, an Arizona limited liability limited partnership, and George A. Cavalliere as trustee of the Family Trust under the George Cavalliere and Margery Cavalliere Revocable Trust created under Trust Agreement dated November 4, 1983, as amended (individually or collectively, "**Owner**"), and Storyrock Development Corporation, an Arizona corporation, and Vistas Development, Inc., an Arizona corporation (collectively, "**Developer**"), and the City of Scottsdale, Arizona, an Arizona municipal corporation ("**City**"). Owner, Developer, and City are collectively referred to as the "**Parties**."

RECITALS

A. Arizona Revised Statute § 9-500.05 authorizes the City to enter into a development agreement with a landowner or any other person having an interest in real property located in the City.

B. Collectively, Owner is the only current owner of certain property comprised of approximately 404 gross acres located at the northeast corner of 128th Street and the Pinnacle Peak Road alignment, which is situated within the incorporated boundaries of the City and is more particularly described and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**").

C. Although Owner is entering into this Agreement as the current owner of the Property, Owner is not the land developer, and intends to sell, transfer or otherwise convey all or portions of the Property to other persons or entities who will be responsible for the development of the Property, or such portions of the Property as have been conveyed to such other person or entity. Owner and Developer may also assign or transfer rights and obligations under this Agreement to one or more developer or developers, who may or may not also be an Owner of the Property, in accordance with **Section 20.15**. Such owner(s) and developer(s) will receive the benefit of such transferred rights and will be responsible for fulfilling the transferred obligations of Owner or Developer under this Agreement.

D. The Property was rezoned in 2014 through zoning case 13-ZN-2014, as approved by Ordinance 4181, ("**Zoning Approval**") (see attached **Exhibit "B"**) to allow development of a master planned single family residential community containing a maximum of 443 dwelling units commonly known as Storyrock ("**Project**"). The Property subject to this Agreement does not include all the real property subject to the Zoning Approval as the owners of the real property described in the attached **Exhibit "C"** ("**Excluded Property**") have chosen not to participate in this Agreement.

E. The Project requires the construction of certain on-site and off-site infrastructure improvements, including water, wastewater, and street infrastructure.

F. The Parties acknowledge that Developer or Owner will incur all costs of construction of the off-site and on-site infrastructure required for the Project, with certain infrastructure improvements subject to future payback agreements and other conditions as defined herein.

G. The Parties agree that the zoning stipulations contained within the Zoning Approval include the Developer's and Owner's obligations for development of the Property, and Developer and Owner agree to comply with all zoning stipulations for the development of the Property.

H. The Parties desire, pursuant to the terms and provisions of this Agreement, to clarify the Zoning Approval and zoning stipulations, and establish the timing, phasing, financial responsibility and other specific details for the construction of certain on-site and off-site infrastructure improvements.

I. The Parties acknowledge and agree that development of the Project will benefit the City, its residents, Owner, and Developer.

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

K. The City's governing body has authorized execution of this Agreement by Resolution No. 10992.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and representations and the mutual covenants and conditions in this Agreement, the Parties agree as follows:

1. **Incorporation of Recitals**. The Recitals set forth above are hereby incorporated into this Agreement by this reference.

2. **Incorporation of Exhibits**. The following documents are referred to in this Agreement and are attached hereto and made a part of this Agreement by reference:

<u>Exhibit</u>	<u>Description</u>
Exhibit "A"	Property Legal Description and Depiction
Exhibit "B"	Zoning Approval

Exhibit “C”	Excluded Property
Exhibit “D”	128 th Street Staging and Parcel Exhibit
Exhibit “E”	Timeline and Limitations on Construction Summary
Exhibit “F”	City of Scottsdale Street Repayment Ordinance
Exhibit “G”	128 th Street Payback Benefited Property
Exhibit “H”	128 th Street Culvert Improvements

3. **Definitions.**

- 3.1. **Commencement of Construction** means the issuance of a permit for construction of specified infrastructure or improvements.
- 3.2. **Completion of Construction** means that specified infrastructure or improvements have been completed to City standards, and the City has issued a certificate of acceptance for such specified infrastructure or improvement.
- 3.3. **Developer** means and shall include the entities identified as “Developer” in the introductory paragraph hereof, and any and all of their successors and assigns, either individually or collectively.
- 3.4. **Engineer’s Estimate** means a written estimated cost of construction, including a 10% contingency, as determined by a certified Engineer’s Estimate of Construction Costs for a specified construction project approved by the City.
- 3.5. **Financial Assurances** means a performance bond, cash deposit into an escrow account, letter of credit, or other City-approved security, or any combination thereof, in an amount necessary to assure the installation of required street, sewer, electric and water utilities, drainage, flood control and improvements, including all Project Improvements, meeting established minimum City standards of design and construction.
- 3.6. **On-Site Infrastructure Improvements** means all infrastructure and improvements required for the Project by the Zoning Approval, other than Off-Site Street Improvements, and including 128th Street as described in **Section 6**.
- 3.7. **Off-Site Street Improvements** means the improvements to 118th Street between Whispering Wind and Ranch Gate Roads (“**118th Street Widening**”), and construction of a roundabout by the City of Scottsdale at the intersection of Happy Valley Road and Alma School Road (“**Alma School Intersection**”), as required by Stipulations 11a and 11b, respectively, of the Zoning Approval, and as further defined in **Section 7** below, and including the 128th Street Culvert Improvements as more particularly described in **Section 7.5** below.

- 3.8. **Owner** means the entities identified as “Owner” in the introductory paragraph, and any and all of their successors and assigns, either individually or collectively.
- 3.9. **Project Improvements** means, individually or as a whole, all infrastructure and improvements, whether public or private, required by the Zoning Approval, including, but not limited to, all public water, sewer, drainage, and street improvements, all Off-Site Street Improvements, and On-Site Infrastructure Improvements.
- 3.10. **Substantial Completion** means a determination made by the City that all required Project Improvements are substantially complete, or the Owner or Developer satisfactorily assures completion of all Project Improvements, to the satisfaction of the Planning, Neighborhood and Transportation Administrator.

4. **Effective Date and Term.** This Agreement shall commence on the date that this Agreement is recorded in the official records of the county recorder’s office in Maricopa County, Arizona (“**Effective Date**”) and continue until the termination date (as described below in **Section 17**) unless sooner terminated by the Parties as provided herein.

5. **Responsibility for Project Improvements.** Developer and Owner are responsible for the total cost of designing and constructing the Project Improvements required by the Zoning Approval and this Agreement. Owner shall make, or cause to be made, all land dedications to the City for necessary rights-of-way, public lift stations, and easements, in a form as approved by Owner and the City at no cost to the City and subject to the terms and conditions of this Agreement and applicable law. Developer and Owner agree that in the event of a default by Developer with regard to Developer’s obligations for Project Improvements, the City may enforce, pursuant to the provisions of **Section 20.13** below, such obligations against either Owner or Developer.

6. **128th Street Obligations.** The Parties acknowledge that Stipulation 10 of the Zoning Approval requires that Developer or Owner complete certain improvements to North 128th Street along the frontage of the Property between the Tom’s Thumb Trailhead entrance (Pinnacle Peak Road alignment) and the northern boundary of the Property (“**128th Street**”). The Parties agree that Developer shall improve 128th Street in stages in accordance with plans approved by the City subject to the terms and conditions of this Section 6. Compliance by Developer with this Section 6 fulfills Developer and Owner’s obligations under Stipulation 10 of the Zoning Approval, including Notes a.1, a.2 and a.3.

6.1. **Cross Sections.** Pursuant to Notes a.1 and a.3 of the Zoning Approval, modifications to the typical City standard street sections for 128th Street will be negotiated and approved by City staff and shown in the Circulation Master Plan for the Project.

6.2. **Stage 1.** Developer agrees to construct that certain portion of 128th Street from the intersection of Buckskin Trail south to the intersection of the East Alameda Road alignment (“**Stage 1**”) with the first phase of development of the Project (see attached *128th Street Staging and Parcel Exhibit*, **Exhibit “D”**). Upon Commencement of Construction of Stage 1, building permits may be issued for model homes and for dwelling units on lots within Parcels 1A, 1B, and 1C,

subject to the requirements of **Sections 8 and 9** below. Developer will diligently pursue Completion of Construction of Stage 1 within 12 months after the issuance of the first building permit for a dwelling unit on a lot within the Project, subject to force majeure and acts of god. Completion of Construction of Stage 1 must occur 15 months following the issuance of the first building permit for a dwelling unit on a lot within a project. No certificate of occupancy for any dwelling unit on a lot within the Project will be issued until Completion of Construction of Stage 1. The City, in its discretion, may issue temporary certificates of occupancy for model homes prior to Completion of Construction of Stage 1 provided that all public health and safety requirements have been met, Financial Assurances for Stage 1 are in full force and effect, and Developer has provided satisfactory evidence of Substantial Completion. Model homes may not be sold until after Completion of Construction of Stage 1. To secure performance of Developer's obligation for Stage 1 under this Agreement, Developer shall provide Financial Assurances in compliance with the terms and conditions of **Section 8** below.

6.3. Stage 2. Developer agrees that Commencement of Construction of that certain portion of 128th Street from the intersection of the East Alameda Road alignment to the Tom's Thumb Trailhead entrance (Pinnacle Peak Road alignment) ("**Stage 2**") shall occur prior to the earlier of:

- (a) the issuance of a building permit for the 336th platted lot within the Project, or
- (b) the issuance of a building permit for a lot within Parcels 2A, 2B, 3A or 3B of the Project.

Developer agrees to notify the City when Developer prior to applying for a building permit for the 336th platted lot, or for a building permit for a lot within Parcel 2A, 2B, 3A, or 3B. Developer further agrees that Completion of Construction of Stage 2 must occur no later than 18 months after Commencement of Construction of Stage 2; provided that Completion of Construction of Stage 2 must occur within 6 years after the Completion of Construction of Stage 1. Upon Commencement of Construction of Stage 2, and subject to the requirements of **Sections 8 and 9** below, building permits may be issued for model homes and for dwelling units on lots within any Parcel, except that no building permits will be issued for dwelling units within Parcel 3A or 3B or on the 375th through the last lot until Completion of Construction of Stage 2. Further, no certificate of occupancy for any dwelling unit on a lot within parcels 2A, 2B, 3A or 3B of the Project, or for a dwelling unit on the 336th through the 374th lot, will be issued until Completion of Construction of Stage 2. The City, in its discretion, may issue temporary certificates of occupancy for model homes within these parcels prior to Completion of Construction of Stage 2 provided that all public health and safety requirements have been met, the Financial Assurances for Stage 2 are in full force and effect, and Developer has provided satisfactory evidence of Substantial Completion of Stage 2. Model homes within these parcels may not be sold until after Completion of Construction of Stage 2. To secure performance of Developer's obligation for Stage 2 under this Agreement, Developer shall provide Financial Assurances in compliance with the terms and conditions of **Section 8** below.

6.4. **Stage 3.** Developer agrees that Completion of Construction of that certain portion of the 128th Street from the intersection of Buckskin Trail north to the northern boundary of the Property ("**Stage 3**") must occur prior to the earlier of (1) issuance of a building permit for a dwelling unit on the 375th lot within the Project, or (2) ten (10) years from the issuance of the first building permit for a dwelling unit on a lot within the Project. Developer agrees to notify the City prior to applying for a building permit for the 375th platted lot. To secure performance of Developer's obligation for Stage 3 under this Agreement, Developer shall provide Financial Assurances in compliance with the terms and conditions of **Section 8** below.

6.5. **Failure to Construct.** If the Developer fails to construct 128th Street as set forth in this Agreement, the City may take any one or more of the following actions, at the Developer or Owner's expense:

- (a) Decline to process or issue building or construction permits, occupancy clearances, or other regulatory approvals or inspections;
- (b) Complete, remove and/or modify any constructed portions of 128th Street in whole or in part;
- (c) Restore or require the restoration of any disturbed land;
- (d) Bring action against Developer or Owner to enforce the Developer's responsibility under this Agreement and/or the Zoning Approval to construct 128th Street;
- (e) Use the Financial Assurances provided pursuant to **Section 8** below to complete construction of 128th Street;
- (f) Otherwise mitigate the effects of the Developer's failure to construct 128th Street.

6.6. **Homebuyer Disclosure.** Developer shall include a disclosure statement in the purchase and sale agreement for homes placed under contract prior to Completion of Construction of Stage 1 clearly stating that the City will not issue a certificate of occupancy until Completion of Construction of Stage 1 occurs.

7. **Off-Site Street Improvements.** City acknowledges and agrees that construction of the 118th Street Widening and payment to the City of an in-lieu contribution for the Alma School Intersection fulfills the obligations of Stipulation 11b of the Zoning Approval. City further acknowledges and agrees that construction of the culvert as described in **Section 7.5** below constitutes partial consideration for the abandonment of right-of-way internal to the Property as requested pursuant to Abandonment Application No. 4-AB-2017.

7.1. **118th Street Widening.** The Parties agree that Developer or Owner shall complete the 118th Street Widening in accordance with design plans prepared by the Developer or Owner and approved by the City, subject to the terms of this Section 7, and will provide Financial Assurances equal to one-third of the approved Engineer's Estimate for the 118th Street Widening prior to issuance of the first building permit for a dwelling unit on a lot within the Project. Developer or Owner will provide Financial Assurances for the balance of the approved Engineer's Estimates for the 118th Street Widening prior to Commencement of Construction of each individual improvement, in compliance with the terms and conditions of **Section 8** below.

- 7.2. Developer and Owner agree not to apply for, and acknowledge the City will not issue, a building permit for a dwelling unit on the 200th lot through the last lot within the Project until Completion of Construction of the 118th Street Widening occurs. Developer and Owner agree to notify the City prior to applying for a building permit for the 200th platted lot.
- 7.3. Developer and Owner agree to construct the 118th Street Widening to City standards pursuant to construction documents approved by the City through the City's standard review process. Upon approval of the construction documents by the City and prior to selection of a contractor for the construction of the 118th Street Widening, Developer shall submit the construction documents, the terms and conditions of proposed bid documents, and the construction budget for the 118th Street Widening to the City for review and approval. The City shall not unreasonably withhold, condition or delay approval. If the City fails to deliver written notice of disapproval of a bid document or construction budget (setting forth in reasonable detail the reasons for such disapproval) to Developer on or before fifteen (15) business days after Developer delivers a written request for approval of a bid document or construction budget, then the City shall be deemed to have approved it. If City timely delivers written notice of disapproval, then the Parties shall attempt in good faith to resolve to their mutual satisfaction all item(s) as to which objection was made as soon as reasonably possible to avoid delaying the 118th Street Widening project.
- 7.4. **Alma School Intersection.** City, Developer, and Owner agree that in lieu of construction of a traffic signal or roundabout at the Alma School Intersection, Developer or Owner shall make an in-lieu payment to the City in an amount equal to \$1,700,000.00 minus the actual cost of construction of the 118th Street Widening ("**Alma School Obligation**") provided that the payment for the Alma School Obligation will be a minimum of \$650,000. By way of example, if the actual cost of the 118th Street Widening is \$900,000.00, then Developer or Owner's financial contribution towards the Alma School Intersection will be \$800,000.00; or if the actual cost of the 118th Street Widening is \$1,100,000.00, then Developer or Owner's financial contribution towards the Alma School Intersection will be \$650,000.00. Developer or Owner shall make the payment to the City for the Alma School Obligation prior to the earlier of (1) six years after issuance of the first building permit for a dwelling unit on a lot within the Project, or (2) the filing an application for a building permit for a dwelling unit on the 300th lot within the Project. A Financial Assurance in the amount of \$250,000.00 is required for the Alma School Obligation prior to issuance of the first building permit for a dwelling unit on a lot within the Project.
- 7.5. **Culvert Construction on 128th Street North of Ranch Gate Road; Timing.** As consideration for the abandonment of right-of-way internal to the Property, as more particularly set forth in Abandonment Application No. 4-AB-2017, Developer or Owner shall construct a double barrel reinforced concrete box culvert underneath 128th Street, at a location approximately 1/4 mile north of the East Ranch Gate Road and North 128th Street intersection. Initial engineering estimates prepared by the City anticipate that a double barrel 6' wide by 5' tall reinforced concrete box culvert will be required to handle projected flows; however, an alternate culvert size or configuration may be constructed upon

review and approval by the City of a more detailed engineering analysis that supports a smaller culvert. The culvert and headwall shall be per Arizona Department of Transportation Standard Details and shall include a 24" diameter ductile iron pipe sleeve under the structure for the installation, by the City, of a future waterline. The culvert shall be of sufficient length to support the ultimate cross section of roadway intended for the location, which is a rural minor collector. The culvert shall be constructed, and the roadway backfilled, compacted, and graded to a final grade to meet the requirements for the road classification. A paved surface is not required. The double barrel box culvert and related roadway improvements shall be constructed according to specifications and at the location set forth more specifically in **Exhibit "H"** hereto ("*128th Street Culvert Improvements*").

- 7.5.1. Financial assurances for the 128th Street Culvert Improvements must be provided pursuant to the requirements of **Section 8** below prior to recordation of any final plat related to Abandonment Application No. 4-AB-2017.
- 7.5.2. Developer and Owner agree that the selection of a contractor for the 128th Street Culvert Improvements will be pursuant to a competitive bid process which meets the requirements of Title 34 of the Arizona Revised Statutes and as approved by the City.
- 7.5.3. The City agrees to work with the Developer and to use commercially reasonable efforts to mitigate the impacts of the proposed 128th Street Culvert Improvements such that an Army Corps of Engineers 404 Permit ("**404 Permit**") is not required. If a 404 Permit is required, then the City agrees to be the applicant for the 404 Permit and to be responsible for processing the necessary application and obtaining approval.
- 7.5.4. The City agrees that the City will be responsible for acquiring any additional right-of-way, easements or temporary construction easements necessary in conjunction with the 128th Street Culvert Improvements.
- 7.5.5. Completion of Construction of the 128th Street Culvert Improvements must occur within 6 months after the issuance of the first building permit for a dwelling unit on a lot within the Project, except that if a 404 Permit is required or the City must acquire additional right-of-way, easements or temporary construction easements, then Completion of Construction must occur within 6 months after the issuance of the 404 Permit or within 6 months after acquisition of such additional right-of-way, easements or temporary construction easements.

8. **Financial Assurances for Construction.** Developer and Owner agree, as and when required by the City in compliance with applicable law, standard and customary City procedures, Arizona statutes, and City ordinances, including the requirements of the City of Scottsdale Design Standards & Policies Manual, dated January 2010 (as may be amended from time to time), to provide Financial Assurances for the Project Improvements. The Financial Assurances shall be provided in accordance with **Section 8.1 through 8.5** below.

- 8.1. Unless otherwise required by this Agreement, Financial Assurances for Project Improvements in an amount required by the City, but not to exceed the Engineer's Estimate, must be provided prior to the earlier of (i) the recordation of the final plat for which the Project Improvements are required or (ii) Commencement of Construction for the specified Project Improvements.
- 8.2. If Project Improvements are constructed in phases or stages, then the amount of the Financial Assurance will be commensurate with the Engineer's Estimate for each phase. Developer and Owner acknowledge and agree that Financial Assurances required to assure construction of Project Improvements that are necessary to service lots within a plat will be required at the time of recordation of the plat.
- 8.3. If Developer or Owner chooses to provide a Financial Assurance in cash ("**Cash Assurance**"), then the funds shall be held in a segregated interest-bearing escrow account ("**Escrow Account**") established with Security Title Agency ("**Escrow Agent**") until withdrawn as provided by this Agreement and any future escrow agreement. The Parties may, from time to time, request written verification of the amount held in the Escrow Account, including any deposits or withdrawals. As all or a portion of the applicable Project Improvements are completed, then the Developer or Owner may request the City complete the final inspection of the specified Project Improvements. Upon acceptance of these Project Improvements, the City will retain Financial Assurance in an amount equal to 10 percent of the total cost of the specified Project Improvements for a period of one (1) year from the date of final acceptance, and release to the Developer the remainder of the Financial Assurance associated with the accepted Project Improvement. In the alternative, Developer or Owner may provide a new Financial Assurance in the required retention amount.
- 8.4. In the event that an Owner chooses to make required street dedications by a map of dedication instead of by final plat, Owner will provide a Financial Assurance for such rights-of-way prior to recordation of the map of dedication unless otherwise approved by the City.
- 8.5. Developer and Owner have the right, with the approval of the City, to replace a Financial Assurance, either in whole or in part, with any of the other forms of Financial Assurances acceptable to the City.

9. **Building Permits, Generally.** Developer and Owner acknowledge that, pursuant to the requirements of Scottsdale City Code, Section 48-103, a building permit will not be issued for any dwelling unit on a lot within the Project until all applicable Project Improvements, as determined by City staff, have been installed or constructed to the satisfaction of City staff, except as otherwise provided in this Agreement, and specifically including the provisions for 128th Street and the 118th Street Widening as provided in Sections 6 and 7.1, respectively.

- 9.1. **Annual Reporting Requirement.** On or before the annual anniversary of the Effective Date of this Agreement, Developer or Owner shall provide the City with

a written summary and reconciliation of building permits issued for lots within the Project, in a form acceptable to the City.

10. **Timeline and Limitations on Construction Summary.** The Parties acknowledge and agree that the limitations on construction as outlined in **Exhibit “E”** apply to development of all Property within the Project. In the event there is a perceived discrepancy or ambiguity between the Agreement and the summary in Exhibit E, the Agreement shall control.

11. **Construction Traffic Mitigation.** Developer and Owner shall use best efforts to impose and enforce travel route restrictions on its contractors and sub-contractors such that construction traffic exclusively accesses the Property by way of 128th Street via E. Rio Verde Drive, and does not use Happy Valley Road or 118th Street to access the Property.

12. **Lift Station and Sewer Line Upsizing.** Pursuant to Stipulation 15(c) of the Zoning Approval, Developer or Owner must evaluate capacity of the existing lift station and downstream sewer infrastructure within the Sereno Canyon Service Area (“**Sereno Sewer Infrastructure**”) to determine the Project’s impact on the Sereno Sewer Infrastructure, and make such improvements and/or upgrades as determined are necessary to serve the Project. Any future rezoning cases to increase density for properties within the Sereno Canyon Service Area will include stipulations requiring such other property owners to identify potential impacts and associated improvements to the Sereno Sewer Infrastructure. The actual improvements will be based on the Water Resources Department policy of first-come first-serve. The Water Resources Department’s policy on the “first-come first-serve basis” with regard to the excess capacity of the 128th Street lift station is based on the recordation of the final plat for any property requesting usage. The Developer may have an obligation to upgrade the Sereno Sewer Infrastructure if final plats have not been recorded for any portion of the Property regardless of increased density or capacity demands by other properties.

13. **Existing Payback Agreements.** Developer and Owner acknowledge the existing recorded Facility Payback Agreements recorded in the Official Records of Maricopa County at Document No. 2010-1110660 and Document No. 2010-1110859, and the First Amendments thereto recorded in the Official Records of Maricopa County at Document No. 2014-0849282 and Document No. 2014-0849283 (the “**Facility Payback Agreements**”), for the water and sewer system improvements in the Sereno Canyon Area. Available capacity of the local water and sewer pump stations in excess of the service reserved for the Sereno Canyon project is allocated on a first-come-first-serve basis as stated in Section 12. Payback assessments for subdivisions must be made pursuant to the terms of the Facility Payback Agreements and prior to any onsite permitting, excluding Commencement of Construction for 128th Street or the Off-Site Street Improvements.

14. **Future Payback Agreements.** Upon Completion of Construction of the applicable Project Improvements, Developer or Owner is eligible for, and the City will enter into, payback agreements with Developer or Owner, including one or more water and sewer payback agreements for the reasonable, actual and approved cost of eligible water and sewer improvements, pursuant to Section 49-215 of the Scottsdale Revised Code, as may be amended, and a street payback agreement for 128th Street (“**128th Street Payback**”) for the reasonable, actual, and approved cost of eligible street improvements pursuant to Section 47-24 of the Scottsdale Revised Code, as may be amended, each such payback agreement having a

term of 30 years. Developer and Owner acknowledge that the City's agreement to a payback agreement and the amounts to be paid by each benefitted lot is subject to the outcome of any applicable public hearing, and any appeal. The City acknowledges and agrees that Developer and Owner have a protected development right to enter into a street payback agreement, and the terms of Scottsdale Revised Code Section 47-24 existing at the time of approval of this Agreement (see attached **Exhibit "F"**), as supplemented by the notice and hearing provisions in **Section 14.2** below, are grandfathered should the City repeal Section 47-24.

14.1. 128th Street Payback Benefited Property. Developer and Owner acknowledge that the City's agreement to a payback agreement and the amounts to be paid by each benefitted lot is subject to the applicable Scottsdale Revised Code provisions in place at the time that the payback agreement is requested, including the outcome of any applicable public hearing or appeal provisions as outlined in **Section 14.2** below. The 128th Street Payback will proportionately assess the cost of eligible improvements on a per front foot basis ("**128th Street Assessment**") against all the benefitted properties identified in the attached **Exhibit "G"** ("**Benefited Property**") subject to the following requirements:

14.1.1. The 128th Street Assessment will be due and payable upon recordation of a final plat for a Benefited Property, or at the time of any onsite permitting for a Benefited Property that was subdivided prior to recordation of the 128th Street Payback.

14.1.2. The Benefited Property shown on Exhibit "G" include certain properties identified as a "**Conditionally Benefited Property**." A Conditionally Benefited Property is exempt from the requirement to pay the 128th Street Assessment unless, prior to expiration of the 30 year term of the final, recorded 128th Street Payback, any of the following conditions are met:

- i. A final plat is recorded for Conditionally Benefited Property 1A (currently, Maricopa County Assessor's Parcel Nos. 217-01-007C and 217-01-007B) such that the property is subdivided into 12 or more individual lots under the existing R1-130 ESL zoning, or the City approves a rezoning of the property to a higher density zoning district than R1-130 ESL (including, but not limited to R1-70, R1-43, R1-35 or R1-18, or greater).
- ii. Conditionally Benefited Property 1B (currently, Maricopa County Assessor's Parcel Nos. 217-01-018M, 018Q, 018R, and 018S) is rezoned to a higher density zoning district than R1-130 ESL (including, but not limited to R1-70, R1-43, R1-35 or R1-18, or greater).

14.2. 128th Street Payback Supplemental Notice and Hearing Procedures. Developer and Owner agree to use reasonable efforts to obtain the written consent of all Benefited Property owners for the 128th Street Payback; however, if an owner of a Benefited Property does not voluntarily consent to the 128th Street

Payback in writing, the following notice and hearing procedures will be required before approval by the City and recordation of the 128th Street Payback:

- 14.2.1. Developer or Owner shall submit to the City a statement identifying the construction and design costs of the improvements for which a payback agreement is sought with an itemization of the percentage of private benefits for each benefitted lot based on a pro-rata share of the half-street improvements adjacent to each benefitted lot, or such other equitable method of spreading the costs as the circumstances may dictate ("**Assessment Statement**").
- 14.2.2. The City shall review the Assessment Statement and make an initial determination of reasonableness.
- 14.2.3. Developer or Owner shall send by certified or registered mail to each affected property owner at the address appearing on the official records of the Maricopa County Assessor: 1) a copy of the proposed street payback agreement, 2) the Assessment Statement, if determined reasonable by the City, 3) the information submitted to the Transportation Department pursuant to Section 47-24(b), and 4) a notice to each property owner that if the property owner desires to contest the applicability or appropriateness of the payback agreement, the property owner must submit a written request for a hearing to the Transportation Department within thirty (30) calendar days of the date of mailing the notice. The notice shall contain the address and identification of a person or position designated by the City to receive requests for a hearing.
- 14.2.4. Within five business days following this mailing, Developer or Owner must submit to the City a signed affidavit verifying the mailing and listing the names and addresses of all benefitted property owners to whom the notice was sent. If no request for a hearing is received by the Transportation Department within the time allowed, the Transportation Department may accept the reimbursement amounts proposed in the Assessment Statement as final.
- 14.2.5. If a request for hearing is received from one or more affected property owners, the Transportation Department shall set the date, time, and location of an administrative public hearing on the proposed agreement. The City will use reasonable efforts to schedule the hearing within thirty (30) calendar days following the expiration of the thirty (30) calendar day response period outlined in Section 14.2.3 above. The Developer or Owner shall provide all affected property owners with notice of the hearing in the same manner as set forth in subsections 14.2.3 and 14.2.4 above.
- 14.2.6. The Transportation Director or designee will hold an administrative hearing at the stated date and time to establish each benefitted property's share in the cost of the improvements associated with the requested payback agreement. Any affected property owner may appear and be

heard at the hearing. At the conclusion of the hearing, the Transportation Director or designee may accept the payback agreement and Assessment Statement as proposed, or modify the allocation of percentages based on information received at the hearing. The Transportation Director shall issue a written decision within ten (10) business days of the conclusion of the hearing and a copy shall be mailed or e-mailed, by the City, to each affected property owner.

14.2.7. Any affected property owner who appears at the hearing may appeal the determination of the Transportation Director to the City Manager by submitting a Notice of Appeal to the City Manager within ten (10) business days of the date when the Transportation Director issues a written decision. The City Manager may review the Transportation Director's decision based on information and testimony submitted at the hearing or may, in his/her discretion, accept any additional information or testimony. If a notice of appeal is not timely submitted, the Transportation Director's decision shall become final. If an appeal is timely submitted, the decision of the City Manager on appeal shall be final.

14.2.8. Once a decision is final, the results shall be used by the Transportation Department to determine the maximum reimbursement amount to be included in the street payback agreement.

15. Subsequent Approvals. The development of the Property is subject to future review, approvals and actions by the City. These future approvals include discretionary and ministerial actions by the City, including but not limited to the Master Environmental Design Concept Plan, master plans, preliminary plats, master plat, final plats, improvement plans, construction permits, grading permits, and building permits ("**Subsequent Approvals**"). City agrees to, reasonably and in good faith, cooperate with Developer and Owner in its efforts to process the Subsequent Approvals and will use commercially reasonable effort to expeditiously review and take necessary action on the Subsequent Approvals.

16. Design Considerations. The City acknowledges that the following design considerations should be implemented in response to the development constraints of the Property and agrees to reasonably cooperate with Developer or Owner to allow the following:

16.1. Flexibility in Drainage Design. Subject to the City's review and approval, detention facilities for the Property may include basins located within tracts that are designed to attenuate post-development flows equal to or less than pre-development conditions; and elevated roadways and culvert crossings may be considered for the attenuation of post-development flows upstream of the roadway crossing within various wash corridors. Provided, however, the total number of such in-line basins shall be minimized, the in-line basins shall be designed to attenuate stormwater flows associated with a full range of recurrence intervals, and the in-line basins shall not be used on larger washes with significant sediment loads. Such detention facilities will be located within drainage easements dedicated to the City, which provide access to the detention facilities for inspection and maintenance. At the time of drainage and retention/detention basin approval, the City will determine whether the Property is

16.2. Individual On-Lot Ejector Pumps. City acknowledges and agrees that individual on-lot ejector pumps may be required and approved for use to serve portions of the Property to establish an efficient and feasible sewer system that reduces impacts and disturbance to natural open space. All ejector systems will be privately owned, operated, and maintained and individual ejector lines will be located within a private easement adjacent to public right-of-way or an access easement on the Property. Developer and Owner agree that no more than four (4) pair of ejector lines will be allowed to cross any one lot.

18. Termination Upon Sale of Subdivided Residential Lots. It is the intention of the Parties that although recorded, this Agreement shall not create conditions or exceptions to title or covenants running with the individual lots within the Property when sold to the end purchaser ("**Subdivided Lot**"). Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any Subdivided Lot, so long as not prohibited by law, this Agreement shall automatically terminate without the execution or recordation of any further document or instrument as to any Subdivided Lot which has been finally subdivided and sold and upon which a completed dwelling unit has been constructed and for which a certificate of occupancy or equivalent has been issued, and thereupon such Subdivided Lot shall be released from and no longer subject to or burdened by the provisions of this Agreement.

20. General Provisions.

Page 14 of 23

Scottsdale, Arizona 85251

Copy to: City Attorney

If to Owner: Cav-Ranch, LLC
Attn: Keith Miller
14555 N. Scottsdale Rd., Suite 330
Scottsdale, Arizona 85254
keith@finalplat.com

And to: Hilton Hills Property, L.L.L.P.
Attn: Tom Johnson
P.O. Box 1630
Sedona, Arizona 86339
tomj@jissedona.com

And to: George Cavalliere and Margery Cavalliere
Revocable Trust
Attn: George A. Cavalliere
10933 East Pinnacle Vista Drive
Scottsdale, Arizona 85262
Lisi1966@aol.com

If to Developer: Storyrock Development Corporation
Attn: Keith Miller
14555 N. Scottsdale Rd., Suite 330
Scottsdale, Arizona 85254
keith@finalplat.com

And to: Vistas Development, Inc.
Attn: Don Switzenberg
7595 E. McDonald Drive, Suite 120
Scottsdale, Arizona 85250
don@dswitz.com

Copy to: Gammage & Burnham, PLC
Attn: Susan E. Demmitt
2 N. Central Avenue, 15th Floor
Phoenix, Arizona, 85004
sdemmitt@gblaw.com

20.2. Mailing Effective. Notices given under Section 20.1 shall be deemed delivered and effective upon personal delivery or one (1) business day following deposit of such communication with the United States Postal Service or with the overnight delivery service.

20.3. Time of the Essence. Time is of the essence for this Agreement, and the Parties agree to fulfill each provision and perform each obligation herein in a prompt and timely manner.

- 20.4. **Good Faith of Parties.** Except where a matter is expressly stated to be in the sole and absolute discretion of a Party, the Parties agree that in the performance of this Agreement, including fulfilling any obligation, granting approval, acknowledgement or consent, or in considering any requested extension of time, 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 acknowledgement or consent.
- 20.5. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement
- 20.6. **Headings.** The descriptive headings of the paragraphs of the Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.
- 20.7. **Authority.** The Parties represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner and Developer represent and warrant that each is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Parties warrant to each other that the individuals executing the Agreement on behalf of their respective Parties are authorized and empowered to bind the party on whose behalf each individual is signing. Owner and Developer represent to the City by entering into this Agreement they have bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.
- 20.8. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Parties, and supersedes all prior agreements, arrangements and understandings between the Parties, and no other agreement, statement or promise made by either Party that is not contained herein shall be binding or valid.
- 20.9. **Amendments.** This Agreement may be amended in whole or in part and with respect to all or any portion of the Property only by written document signed by each of the Parties hereto or their successors.
- 20.10. **Severability.** Wherever possible, each provision of this Agreement must be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from this Agreement provided that the remaining provisions of this Agreement will remain in full force and effect and provided that the fundamental purposes of this Agreement are not defeated by such severability.
- 20.11. **Governing Law.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona, and the Parties hereby waive any right to object to such venue.

- 20.12. **Recordation.** This Agreement, and any amendment or cancellation of this Agreement, must be recorded, in its entirety, in the official records the county recorder's office in Maricopa County, Arizona, no later than ten (10) days after the City, Owner and Developer execute such Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.
- 20.13. **Remedies.** If any party to this Agreement breaches any provision of this Agreement, and if such breach is not cured within 30 days after written notice of such breach is delivered to the defaulting Party, then the non-defaulting party is entitled to all remedies available at both law and in equity, including specific performance of any obligation under this Agreement and the issuance of an injunction; provided, however, each Party waives any right to seek recovery of, or recover, any special, consequential, punitive, or other monetary damages of any kind, other than actual damages. If the nature of default is such that the default cannot reasonably be cured within 30 days, then the defaulting Party will not be deemed to be in default if the defaulting Party commences action to cure the default within the 30-day cure period and thereafter diligently prosecutes the same to completion. Further, in the event of an uncured breach by Developer or Owner, the City shall not be obligated to process or grant any permits, inspections or certificates of occupancy related to the Property until such time as the breach is cured.
- 20.14. **Attorneys' Fees and Costs.** If either Party brings a legal action either because of a breach of the Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees, costs and expenses.
- 20.15. **Assignment.**
- a. The rights and obligations of an Owner under this Agreement may be transferred or assigned, in whole or in part, by a written instrument, to any subsequent owner or person (each, a "**Transferee**") having an interest in all or any portion of the Property ("**Transferred Property**"), pursuant to which the Transferee expressly accepts and assumes the rights and obligations of such Owner which are assigned by such Owner to such Transferee with respect to such Transferred Property. Upon the conveyance or other disposition (other than in trust pursuant to the granting of a deed of trust related solely to financing of the Property or improvements constructed on the Property as set forth in **Section 20.21**) (a "**Transfer**") of any portion of the Transferred Property, the Transferee shall be deemed to be a party to this Agreement with respect to such Transferred Property, and the prior owner shall have no further obligations under this Agreement regarding the Transferred Property arising from and after the date of Transfer of such Transferred Property. An assignment of rights may be on a non-exclusive basis.
- b. The rights and obligations of Developer under this this Agreement may be transferred or assigned, in whole or in part, by written instrument to a person or entity who accepts and assumes such rights and obligations in writing (the "**New Developer**"). Such transfer or assignment does not relieve Developer of its obligations unless the City Council approves a termination of the Developer's obligations by Resolution.

- 20.16. **Binding Effect.** Subject to **Section 18**, the benefits and burdens of this Agreement shall run with the Property and be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest, and assigns. Subject to **Section 18**, this Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.
- 20.17. **Third Parties.** There are no third party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- 20.18. **No Agency Created.** Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.
- 20.19. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
- 20.20. **Contract Administrator.** The City's contract administrator for this agreement shall be the Zoning Administrator.
- 20.21. **Lien Financing.** Each Owner shall have the right at any time, and as often as it desires, to finance its portion of the Property and to secure the financing with a lien or liens against such portion of the Property and to assign all or part of its rights under this Agreement to any financial institution in connection with such financing, subject to the terms of this Agreement. Nothing contained in this Agreement shall constitute a subordination of this Agreement to any voluntary or involuntary obligation, tax, charge, assessment, encumbrance or other lien against the Property. No breach hereof shall invalidate or impair any lien granted in good faith and for value. No mortgagee (herein defined to include a beneficiary under a deed of trust) shall have an obligation or duty under this Agreement to perform an Owner's obligations or other affirmative covenants of such Owner hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by an Owner is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

[signature pages follow]

ATTEST:

DEVELOPER:

Storyrock Development Corporation, an Arizona corporation

By: _____
Its: _____

DEVELOPER

Vistas Development, Inc., an Arizona corporation

By: Donald M. Switzenberg
Its: Pres.

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this day of _____ 2018, by _____, the _____ of Storyrock Development Corporation, an Arizona corporation.

Notary Public

My Commission Expires:

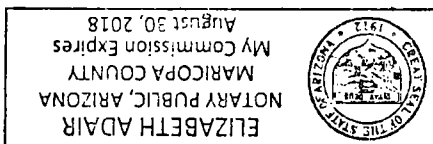
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this day of January 31st 2018, by Donald M. Switzenberg, the President of Vistas Development, Inc., an Arizona corporation.

[Signature]

Notary Public

My Commission Expires:



DEVELOPER:

Storyrock Development Corporation, an Arizona corporation

By: [Signature]
Its: [Signature]

DEVELOPER

Vistas Development, Inc., an Arizona corporation

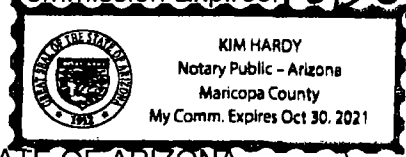
By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this day of 1/30 2018, by Craig Emmerson, the President of Storyrock Development Corporation, an Arizona corporation.

[Signature]
Notary Public

My Commission Expires: 10/30/21



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this day of _____ 2018, by _____, the _____ of Vistas Development, Inc., an Arizona corporation.

Notary Public

My Commission Expires:

CONSENT OF OWNERS

The undersigned Owners consent to this Agreement No. 2018-005-COS, by and between the City of Scottsdale, Storyrock Development Corporation, and Vistas Development Inc. and recordation of this Agreement against their respective interests in and to the Property.

OWNER:

Hilton Hills Property, L.L.L.P., an Arizona limited liability limited partnership

By: The George A. Cavalliere Irrevocable Trust
Its: General Partner

By: _____
Name: George A. Cavalliere
Its: Trustee

By: Helen C. Cavalliere Irrevocable Trust
Its: General Partner

By: [Signature] Trustee
Name: Tom Johnson
Its: Trustee

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____, the Trustee of The George A. Cavalliere Irrevocable Trust, the General Partner of Hilton Hills Property, L.L.L.P., an Arizona limited liability limited partnership.

Notary Public

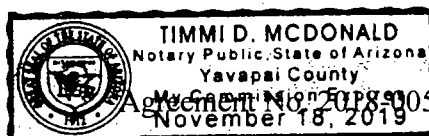
My Commission Expires

STATE OF ARIZONA)
Yavapai) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of February 2018, by Tom Johnson, the Trustee of The Helen C. Cavalliere Irrevocable Trust, the General Partner of Hilton Hills Property, L.L.L.P., an Arizona limited liability limited partnership.

[Signature]
Notary Public

My Commission Expires



CONSENT OF OWNERS

The undersigned Owners consent to this Agreement No. 2018-005-COS, by and between the City of Scottsdale, Storyrock Development Corporation, and Vistas Development Inc. and recordation of this Agreement against their respective interests in and to the Property.

OWNER:

Hilton Hills Property, L.L.L.P., an Arizona limited liability limited partnership

By: The George A. Cavalliere Irrevocable Trust
Its: General Partner

By: [Signature]
Name: George A. Cavalliere
Its: Trustee

By: Helen C. Cavalliere Irrevocable Trust
Its: General Partner

By: [Signature] G.C.
Name: Tom Johnson
Its: Trustee

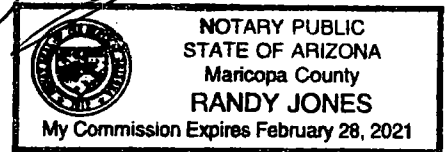
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this Feb. 17th 2018, by George Cavalliere, the Trustee of The George A. Cavalliere Irrevocable Trust, the General Partner of Hilton Hills Property, L.L.L.P., an Arizona limited liability limited partnership.

My Commission Expires 02/28/2021

STATE OF ARIZONA)
) ss.
County of Maricopa)

[Signature]
Notary Public



The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by _____, the Trustee of The Helen C. Cavalliere Irrevocable Trust, the General Partner of Hilton Hills Property, L.L.L.P., an Arizona limited liability limited partnership.

Notary Public

My Commission Expires

Agreement No. 2018-005-COS

OWNER:

The Family Trust under the George Cavalliere and Margery Cavalliere revocable Trust

By: 

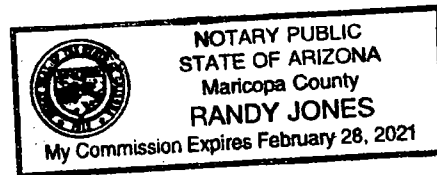
George A. Cavalliere, Trustee

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this Feb 17th day of Feb 17th 2018, by
George Cavalliere, the Trustee of The Family Trust under the George Cavalliere and Margery Cavalliere revocable Trust created under Trust Agreement dated November 4, 1983, as amended.


Notary Public

My Commission Expires 02/28/2021



OWNER:

Cav-Ranch, LLC., an Arizona limited liability company

By: Keith J. Miller VP CVE, Inc.
Its: MANAGER

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of January 2018, by Keith J. Miller, the manager of Cav-Ranch, LLC., an Arizona limited liability company.

Kim Hardy
Notary Public

My Commission Expires 10/30/21

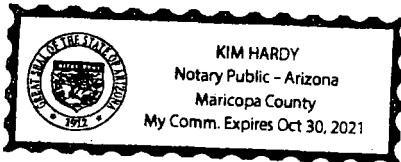
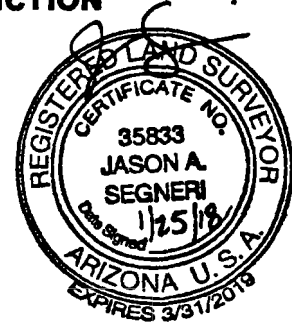


EXHIBIT 'A'
PROPERTY LEGAL DESCRIPTION AND DEPICTION



A PARCEL OF LAND LOCATED THE SOUTH HALF OF SECTION 1 AND SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP, LS TAG 33307, AT THE SOUTH QUARTER CORNER OF SAID SECTION 12, FROM WHICH A FOUND ½" REBAR, LS TAG 27239 AT THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS SOUTH 89 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 2644.14 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 2,589.13 FEET TO A POINT ON A LINE LYING 55.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 04 MINUTES 57 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,642.14 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 15 SECONDS WEST, CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 1,320.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 46 MINUTES 24 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,267.89 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,320.27 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,268.18 FEET TO A POINT ON A LINE LYING 55.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 327.83 FEET;

THENCE NORTH 89 DEGREES 46 MINUTES 12 SECONDS EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 80.00 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, A DISTANCE OF 2.12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE NORTH 89 DEGREES 46 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 778.83 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF MER 9.55 ACRES DIVISION ACCORDING TO BOOK 663 OF MAPS, PAGE 39, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS SOUTH 89 DEGREES 46 MINUTES 10 SECONDS WEST, A RADIAL DISTANCE OF 46.00 FEET;

THENCE ALONG THE WEST LINE OF SAID LOT 3, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59 DEGREES 21 MINUTES 07 SECONDS, A DISTANCE OF 47.65 FEET;

THENCE NORTH 10 DEGREES 21 MINUTES 45 SECONDS EAST, CONTINUING ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 295.39 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE SOUTH 89 DEGREES 46 MINUTES 16 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 451.06 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID MER 9.55 ACRE DIVISION;

THENCE SOUTH 03 DEGREES 24 MINUTES 12 SECONDS WEST, ALONG THE EAST LINE OF LOT 1 OF SAID MER 9.55 ACRE DIVISION, A DISTANCE OF 310.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 89 DEGREES 46 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 339.78 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 2008-316293, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 2008-316293, A DISTANCE OF 88.37 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE SOUTH 89 DEGREES 56 MINUTES 41 SECONDS WEST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 2008-316293, A DISTANCE OF 80.00 FEET TO A POINT ON A LINE LYING 55.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 1;

THENCE NORTH 00 DEGREES 03 MINUTES 05 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 881.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE NORTH 89 DEGREES 46 MINUTES 25 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2,259.33 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE SOUTH 00 DEGREES 05 MINUTES 23 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 112.50 FEET;

THENCE SOUTH 83 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 332.63 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2002-0039381, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS SOUTH 12 DEGREES 51 MINUTES 55 SECONDS WEST, A RADIAL DISTANCE OF 1,437.25 FEET;

THENCE ALONG THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2002-0039381, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67 DEGREES 40 MINUTES 47 SECONDS, A DISTANCE OF 1,697.73 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 45 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 225.00 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 05 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 2,641.02 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 04 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID

SECTION 12, A DISTANCE OF 1,320.23 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 46 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,321.92 FEET THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SAID POINT ALSO BEING ON THE NORTH/SOUTH MID-SECTION LINE OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 03 MINUTES 33 SECONDS EAST, ALONG THE NORTH/SOUTH MID-SECTION LINE OF SAID SECTION 12, A DISTANCE OF 1,320.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXCEPT THE FOLLOWING DESCRIBED PARCEL (EX 1):

A PARCEL OF LAND LOCATED THE SOUTH HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP, LS TAG 33307, AT THE SOUTH QUARTER CORNER OF SAID SECTION 12, FROM WHICH A FOUND ½" REBAR, LS TAG 27239 AT THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS SOUTH 89 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 2644.14 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST, ALONG THE NORTH/SOUTH MID-SECTION LINE, A DISTANCE OF 2,310.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE SOUTH 89 DEGREES 46 MINUTES 21 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 661.27 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 990.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 45 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID

SECTION 12, A DISTANCE OF 661.17 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,320.58 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 46 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,322.60 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 33 SECONDS EAST, ALONG A LINE PARALLEL TO AND 40.00 FEET EAST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 330.02 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 21 SECONDS WEST, LEAVING SAID LINE, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL (EX 2):

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP, LS TAG 33307, AT THE SOUTH QUARTER CORNER OF SAID SECTION 12, FROM WHICH A FOUND ½" REBAR, LS TAG 27239 AT THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS SOUTH 89 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 2644.14 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST, ALONG THE NORTH/SOUTH MID-SECTION LINE OF SAID SECTION 12, A DISTANCE OF 1,320.07 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 46 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID

SECTION 12, A DISTANCE OF 269.33 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 21 DEGREES 28 MINUTES 25 SECONDS EAST, DEPARTING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 75.43 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28 DEGREES 44 MINUTES 05 SECONDS, A DISTANCE OF 300.91 FEET;

THENCE NORTH 50 DEGREES 12 MINUTES 31 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33 DEGREES 24 MINUTES 25 SECONDS, A DISTANCE OF 233.22 FEET;

THENCE NORTH 83 DEGREES 36 MINUTES 55 SECONDS EAST, A DISTANCE OF 263.89 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 275.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41 DEGREES 14 MINUTES 06 SECONDS, A DISTANCE OF 197.91 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 223.84 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47 DEGREES 32 MINUTES 42 SECONDS, A DISTANCE OF 185.75 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 04 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 619.96 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 89 DEGREES 46 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,052.58 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL (EX 3):

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF THE WEST 40 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH,

RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL (EX 4):

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL (EX 5):

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP, LS TAG 33307, AT THE SOUTH QUARTER CORNER OF SAID SECTION 12, FROM WHICH A FOUND ½" REBAR, LS TAG 27239 AT THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS SOUTH 89 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 2644.14 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST, ALONG THE NORTH/SOUTH MID-SECTION LINE OF SAID SECTION 12, A DISTANCE OF 1,320.07 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 46 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST, DEPARTING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,085.47 FEET;

THENCE NORTH 59 DEGREES 47 MINUTES 57 SECONDS EAST, A DISTANCE OF 623.72 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 650.00 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES 57 MINUTES 11 SECONDS, A DISTANCE OF 612.08 FEET;

THENCE SOUTH 66 DEGREES 14 MINUTES 52 SECONDS EAST, A DISTANCE OF 167.61 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 05 MINUTES 22 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 39.77 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 04 MINUTES 28 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 700.27 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WITH A CHORD BEARING OF SOUTH 66 DEGREES 09 MINUTES 17 SECONDS WEST, A CHORD DISTANCE OF 180.47 FEET;

THENCE SOUTHWESTERLY, DEPARTING SAID EAST LINE, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 223.84 FEET, THROUGH A CENTRAL ANGLE OF 47 DEGREES 32 MINUTES 42 SECONDS, A DISTANCE OF 185.75 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 41 DEGREES 14 MINUTES 03 SECONDS, A DISTANCE OF 197.91 FEET;

THENCE SOUTH 83 DEGREES 36 MINUTES 55 SECONDS WEST, A DISTANCE OF 263.89 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 33 DEGREES 24 MINUTES 24 SECONDS, A DISTANCE OF 233.22 FEET;

THENCE SOUTH 50 DEGREES 12 MINUTES 31 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 44 MINUTES 06 SECONDS, A DISTANCE OF 300.91 FEET;

THENCE SOUTH 21 DEGREES 28 MINUTES 25 SECONDS WEST, A DISTANCE OF 75.43 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 229.33 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 17,614,722 SQUARE FEET OR 404.380 ACRES, MORE OR LESS.

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EXHIBIT 'A'



EX = EXCEPTION TO
THE LEGAL DESCRIPTION

- EX 1
- NOT A PART
- EX 2
- NOT A PART
- EX 3
- EXCLUDED
- EX 4
- EXCLUDED
- EX 5
- EXCLUDED

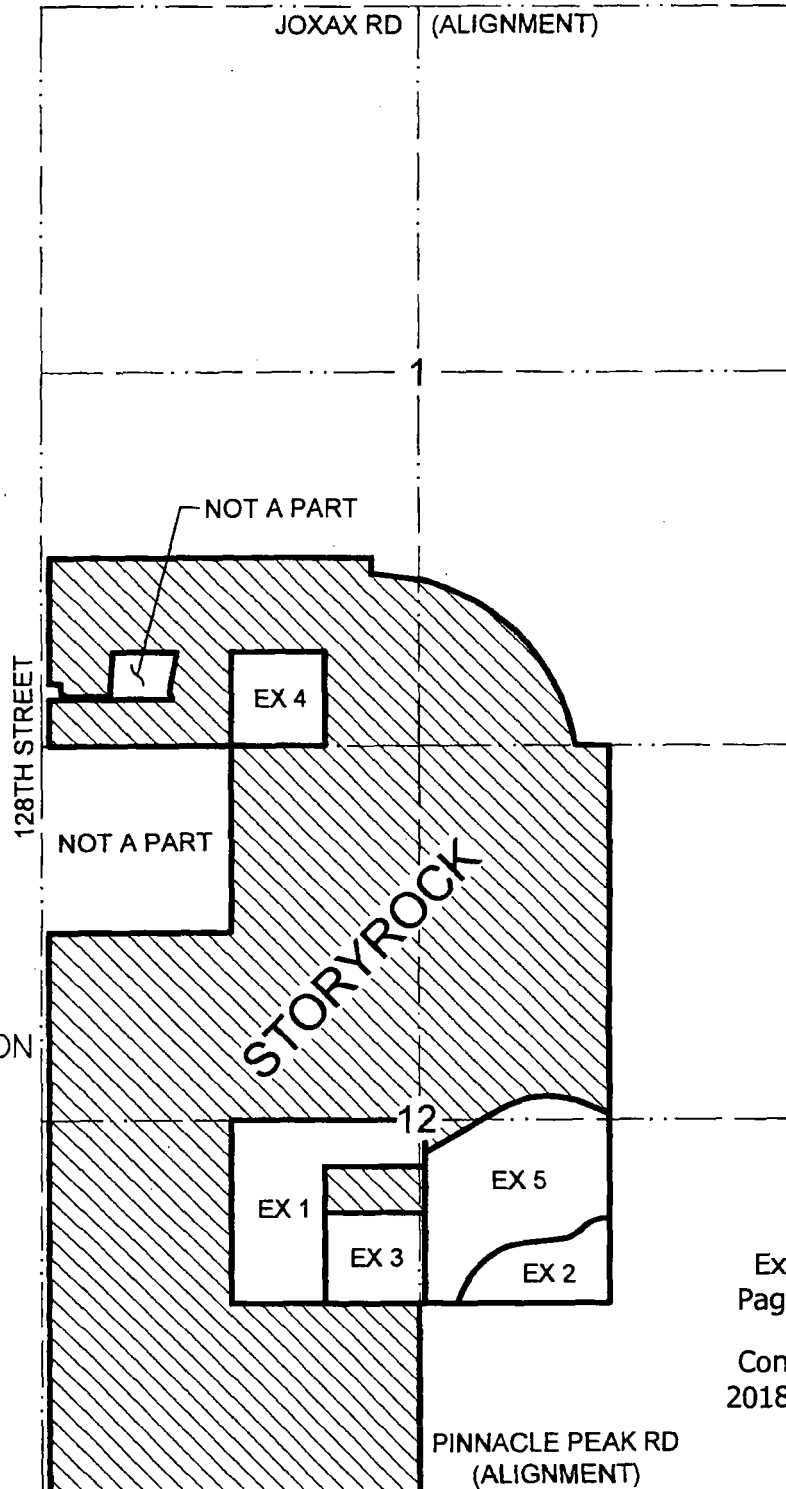


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SIG

**SURVEY INNOVATION
GROUP, INC**

STORY ROCK SCOTTSDALE, ARIZONA

Ph (480) 922 0780 **Land Surveying Services** Fx (480) 922 0781
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

JOB #14-001	DWG: DA EXHIBIT A	DATE: 1/25/18
SCALE: NTS	DRAWN: JAS	CHK: ELS
		SHEET: 1 OF 1

ORDINANCE NO. 4181

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. 13-ZN-2014 FROM THE SINGLE-FAMILY RESIDENTIAL, ENVIRONMENTALLY SENSITIVE LANDS (R1-130/ESL) ZONING DISTRICT DESIGNATION TO THE PLANNED COMMUNITY DISTRICT, ENVIRONMENTALLY SENSITIVE LANDS, WITH MULTIPLE SINGLE-FAMILY RESIDENTIAL DISTRICT COMPARABLE ZONINGS (P-C R1-18/ESL, R1-43/ESL, R1-35/ESL, AND R1-70/ESL) ON A 462+/- ACRE PROPERTY LOCATED APPROXIMATELY (FROM NORTH TO SOUTH) BETWEEN E. RANCHGATE ROAD AND E. PINNACLE PEAK ROAD, AND (FROM WEST TO EAST) BETWEEN N. 128TH STREET AND THE N.134TH STREET ALIGNMENT.

WHEREAS, the Planning Commission held a hearing on November 12, 2014;

WHEREAS, the City Council held a hearing on December 2, 2014; 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. 13-ZN-2014.

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 462 +/- acre located approximately (from north to south) between E. Ranchgate Road and E. Pinnacle Peak Road, and (from west to east) between N. 128th Street and the N.134th Street alignment and marked as "Site" (the Property) on the map attached as Exhibit 2, incorporated herein by reference, from the Single-family Residential, Environmentally Sensitive Lands (R1-130/ESL) zoning district designation, to the Planned Community District, Environmentally Sensitive Lands, with multiple Single-family Residential district comparable zonings (P-C R1-18/ESL, R1-43/ESL, R1-35/ESL, and R1-70/ESL) zoning and by incorporating that certain document entitled

Exhibit B
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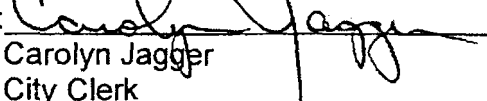
"Cavalliere Ranch Development Plan," declared a public record by Resolution No. 9971, into this ordinance by reference as if fully set forth herein.

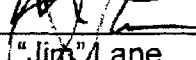
Section 2. That the above rezoning approval is conditioned upon compliance with all stipulations attached hereto as Exhibit 1 and incorporated herein by reference.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 2nd day of December, 2014.

ATTEST:

CITY OF SCOTTSDALE, an Arizona
Municipal Corporation

By: 
Carolyn Jagger
City Clerk

By: 
W.J. "Jim" Lane
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

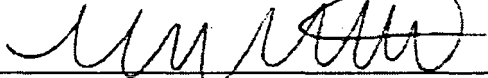
By: 
Bruce Washburn, City Attorney
By: Sherry R. Scott, Deputy City Attorney

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Stipulations for the Zoning Application:

Cavalliere Ranch

Case Number: 13-ZN-2014

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

MASTER PLANS

1. **MASTER DEVELOPMENT PLAN.** Before any other submittal to the Development Review Board, the owner shall submit its Master Development Plan for Development Review Board review. The Master Development Plan shall include the following:
 - a. **MASTER PHASING PLAN.** The phasing plan shall include the written and graphical identification of what improvements will be executed with each proposed phase Master phasing plan must include the 462+/- acre site. The Master Phasing Plan shall address the following:
 - i. Ownership boundaries shall be identified in comparison to phasing plan area boundaries. Provide confirmation of each vested owner.
 - ii. Number of phasing areas may need to be increased in accordance with stipulated improvements.
 - iii. Graphically-presented phasing areas will be accompanied by written explanation of all improvements completed with each phase.
 - iv. Provide number of units assigned to each phasing area.
 - v. Construction phasing plan shall identify public improvement costs and responsibility for each phasing area.
 - vi. Phasing plan will be consistent with other require master plans.
 - b. **MASTER CIRCULATION (TRANSPORTATION SYSTEMS) PLAN.** Master circulation must include the 462+/- acre site. The Master Phasing Plan shall address the following:
 - i. Street improvements (both public and private) to be completed with each phase. Public improvements shall correspond with Stipulation #11 below.
 - ii. Street improvements that will require modification of washes meeting the Environmentally Sensitive Lands ordnance preservation requirements.
 - iii. Overall streetscape concepts which incorporate street-side and median landscape design concepts, plant and landscape materials, perimeter, head and screen wall designs and locations.
 - iv. Access to exception parcels not part of the development plan.
 - v. The Circulation Master Plan should show the proposed street system, the street classifications, the street cross sections and pedestrian facilities. Any proposed modifications to the City's standard street cross sections shall be

included in the Circulation Master Plan. The Circulation master plan shall also identify all off-site street improvements and the timing/phasing of these off-site improvements.

- ~~vi. IN LIEU PAYMENTS. At the direction of city staff, before any building permit is issued for the site, the developer shall not construct the off-site street improvements specified in the stipulations above, but shall make an in lieu payment to the city. Before any final plan approval, the developer shall submit an engineer's estimate for plan preparation, design and construction costs for the required street improvement. The in lieu payment shall be based on this estimate, plus five percent (5%) contingency cost and other incidental items, as determined by city staff.~~
- vii. IN LIEU PAYMENTS. At the direction of city staff (Zoning Administer/Chief Development Office), the developer shall post a performance bond for the specified off-site street improvements in a proportionate amount for the first 33% of the lots at the time of the first building permit. The bond amount shall be determined by an engineer's cost estimate for the specified off-site street improvements submitted by the applicant and approved by City staff. After the first 33% of the lots have received building permits, the developer shall be notified by the city (Zoning Administer/Chief Development Office) that the performance bond is being called. The developer shall be given the option to allow the performance bond to be called or to provide funds equal to the in lieu amount due (33% of the improvements) to the City to be used to construct a portion of the specified street improvements. Additionally, after the first 33% of the lots have received building permits, a proportionate in-lieu amount for each subsequent plat, and associated lots, shall be paid at the time of final plat recordation by the applicant/developer to the City to be used to construct the specified off-site street improvements.**
- c. MASTER NATURAL AREA OPEN SPACE (NAOS - OPEN SPACE) PLAN. Master NAOS plan must include the 462+/- acre site. The Master NAOS Plan shall address the following**

 - i. Provide square footage and acreage of NAOS to be dedicated with each phasing area.**
 - ii. Provide square footage, acreage, and percentage of disturbed and undisturbed NAOS with each phasing area.**
 - iii. Multi-use trail design and use, including trail design standards and alignment, design and location of trail amenities, management and controls on trail-use and implementation of plan recommendations through city ordinances and policies.**
 - iv. Native plant relocation program and revegetation guidelines for each parcel.**
- d. MASTER DRAINAGE SYSTEMS PLAN. Master drainage plan must include the 462+/- acre site (See stipulations below).**

- e. **MASTER WATER SYSTEMS PLAN.** Master water systems plan must include the 462+/- acre site (See stipulations below).
 - f. **MASTER WASTE WATER SYSTEMS PLAN.** Master waste water system plan must include the 462+/- acre site (See stipulations below).
 - g. **MASTER DEVELOPMENT (PLANNED PROPERTY PLAT).** The applicant/owner must submit a final plat to be consistent with each phase of development.
 - i. The master development plan must include the 462+/- acre site
 - ii. The master development plan must identify the number of units and density planned for each phasing area.
 - iii. The master development plan must provide a NAOS data table.
 - h. **Master Environmental Design Concept Plan (MEDCP).** MEDCP must include the 462+/- acre site (See stipulations below).
 - i. Other applicable elements, as determined by city staff.
2. **DEVELOPMENT ENVELOPES.** Development shall should not encroach into slopes greater than 15% slope, unless the encroachments are determined to be incidental and/or necessary as determined by staff, with appeal to the Development Review Board.

SITE DESIGN

3. **CONFORMANCE TO CONCEPTUAL DEVELOPMENT PLAN.** Development shall conform with the conceptual development plan, submitted by LVA Urban Design Studios and with the city staff date of 10-20-2014, attached as Exhibit A to Exhibit 1. Any proposed significant change to the conceptual development plan as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council. Conceptual Site Plan is contingent upon amended development standards, drainage, topography, NAOS requirements, abandonments, and other site planning concerns to be addressed at the time of preliminary plat approval. Any proposed significant change to the conceptual site plan as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.
4. **CONFORMANCE TO NATURAL AREA OPEN SPACE PLAN.** Development shall conform with the conceptual Natural Area Open Space plan submitted by LVA Urban Design Studios and with the city staff date of 10-20-2014, with the conceptual PCD Development Plan entitled "Cavalliere Ranch Development Plan" which is on file with the City Clerk and made a public record by Resolution No. 9971 and incorporated into these stipulations and ordinance by reference as if fully set forth herein. Any proposed significant change to the conceptual NAOS plan as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.
5. **MAXIMUM DWELLING UNITS/MAXIMUM DENSITY.** Maximum dwelling units and maximum density shall be as indicated on the Land Use Budget Table below.

Gross Acres	Zoning	Proposed DU/AC	Max DU/AC	Proposed # of Units / Lots	Max # of Units / Lots
462+/- acres	PCD/ESL w/comparable zoning districts R1-18/ESL R1-35/ESL R1-43/ESL R-70/ESL	0.96 du/ac	0.96 du/ac	443 Units	443 Units

Redistribution of dwelling units is subject to the maximum density in the Land Use Budget Table and subject to city staff approval. The owner's redistribution request shall be submitted with the preliminary plat submittal to the Development Review Board and shall include a revised Master Development Plan and a revised Land Use Budget Table indicating the parcels with the corresponding reductions and increases.

6. **CONFORMANCE TO DENSITY AREA.** Development shall conform, in density and Natural Area Open Space, submitted by LVA Urban Design Studios and with the city staff date of 10-20-2014, attached as Exhibit B to Exhibit 1.
7. **LOTS ADJACENT TO LESS INTENSIVE ZONING.** Lots on the perimeter of the site adjacent to lots with less intensive zoning, shall have rear yard setbacks equal to or greater than the minimum rear yard setback required by the zoning district of those adjacent lot(s). The minimum lot width of a lot on the perimeter of the site shall not be reduced by amended development standards, unless lots are separated by having a 100-foot width buffer.
8. **ALTERATIONS TO NATURAL WATERCOURSES.** Any proposed alteration to the natural state of watercourses with a peak flow rate of 750 cfs or less based on the 100 year – 2 hour rain event shall be subject to Development Review Board approval.
9. **OUTDOOR LIGHTING.** The maximum height of any outdoor lighting source shall be 16 feet above the adjacent finished grade, except for recreation uses, which shall comply with the outdoor lighting standards of the Scottsdale Zoning Ordinance.

INFRASTRUCTURE AND DEDICATIONS

10. **CIRCULATION IMPROVEMENTS.** Before any certificate of occupancy is issued for the site, the owner shall make the required dedications and provide the following improvements in conformance with the Design Standards and Policies Manual and all other applicable city codes and policies.
 - a. **STREETS.** Dedicate the following right-of-way and construct the following street improvements:

Street Name	Street Type	Dedications	Improvements	Notes
128 th Street - south of Ranch Gate Road	Minor Collector Rural/ESL with Trails	Min. 40 feet of fee title right-of-way along the site frontage (existing varies)	Full-street construction	a.1., a.2.
128 th Street - north of Ranch Gate Road	Minor Collector Rural/ESL	Min. 35 feet of fee title right-of-way (55' existing)	Full-street construction	a.3.
Alameda Road	Minor Collector	70 feet fee title right-of-way	Full street construction	a.4
Internal Streets	Local Residential Suburban	46 feet fee title right-of-way	Full street construction	a.5
Internal Streets	Local Residential Rural/ESL	40 feet fee title right-of-way	Full street construction	a.6

- a.1. The developer shall construct the Minor Collector Rural/ESL with Trails street cross section along the 128th Street site frontage south of Ranch Gate Road in general conformance with City of Scottsdale DS&PM Section 5.3-105 (Figure 5.3-11) with an 8 foot wide sidewalk on the east side, separated from the back of curb by a minimum distance of 4 feet. The site frontage shall be considered the Ranch Gate Road intersection (Happy Valley Road alignment) to the Tom's Thumb Trailhead entrance (Pinnacle Peak Road alignment). Any modifications to the typical street section shall be approved in the circulation master plan.
- a.2. Any proposed intersections along 128th Street shall align with existing or planned street alignments on the west side of 128th Street, or to be offset a minimum distance of 660 feet.
- a.3. The developer shall construct the Minor Collector Rural/ESL cross section (modified) along the 128th Street site frontage north of Ranch Gate Road a Road in general conformance with City of Scottsdale DS&PM Section 5.3-105 (Figure 5.3-12, modified to exclude the center two-way left-turn lane) with an 8 foot wide trail on the east side, separated from the back of curb by a minimum distance of 4 feet. The site frontage shall be considered the Ranch Gate Road intersection (Happy Valley Road alignment) to the northern property line. Any modifications to the typical street section shall be approved in the circulation master plan.
- a.4. The developer shall complete the Minor Collector Rural/ESL street cross section in general conformance with City of Scottsdale DS&PM Section 5.3-105 (Figure 5.3-12) with a 6 foot wide sidewalk on at least one side of the street. Any modifications to the typical street section shall be approved in the circulation master plan.
- a.5. For internal streets with lot sizes less than 20, 000 s.f., the owner shall dedicate 46 feet of right-of-way or tract and construct internal streets to Local

Exhibit 1

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Residential Street Suburban Character cross section in general conformance with City of Scottsdale DS&PM Section 5-3.107 (Figure 5.3-20). Any modifications to the typical street section shall be approved in the circulation master plan.

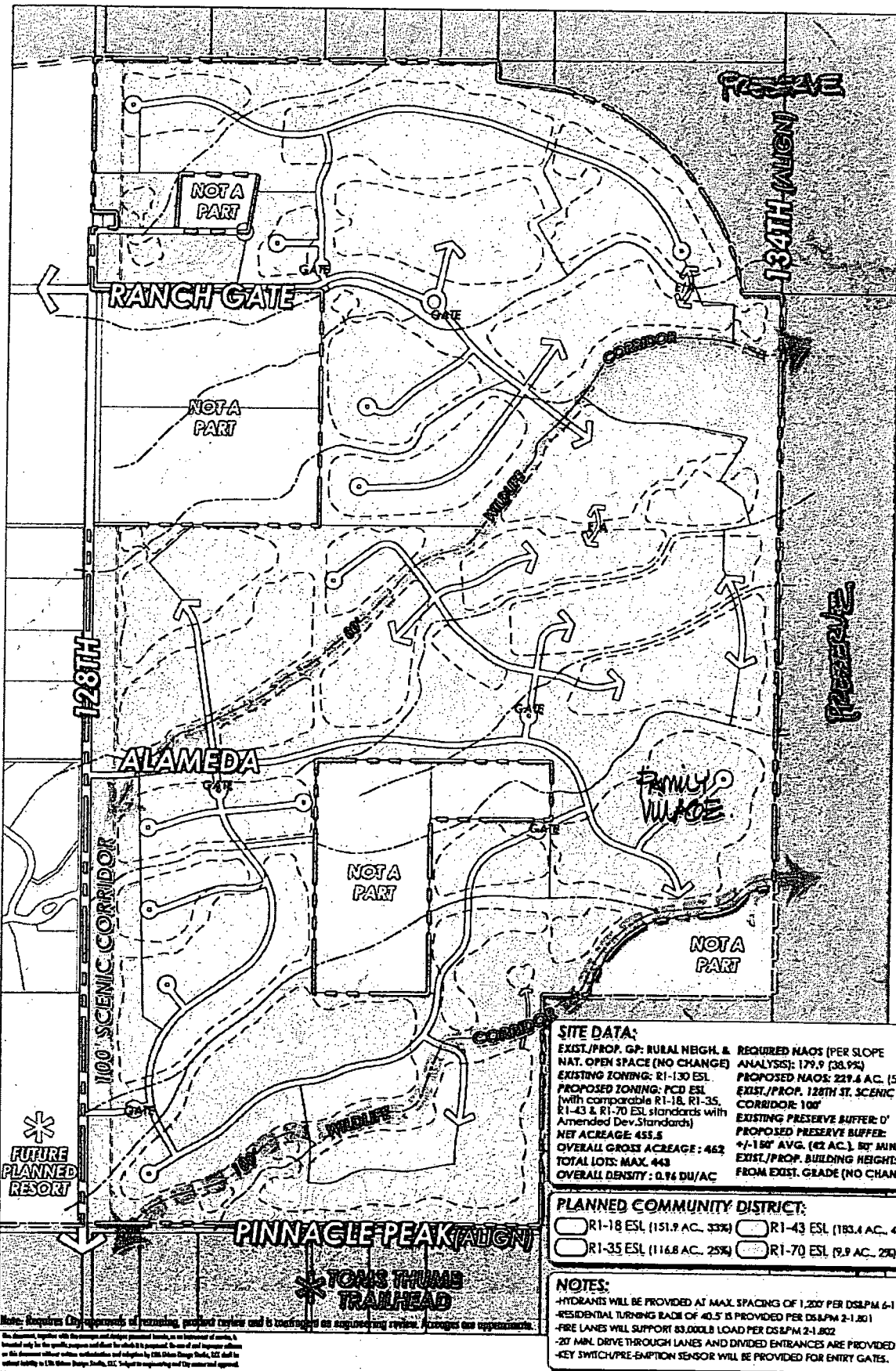
- a.6. For internal streets with lot sizes equal to or greater than 20, 000 s.f, the owner shall dedicate 40 feet of right-of-way or tract and construct internal streets to Local Residential Street Rural/ESL Character cross section in general conformance with City of Scottsdale DS&PM Section 5-3.107 (Figure 5.3-19). Any modifications to the typical street section shall be approved in the circulation master plan.
 - b. Prior to any Preliminary Plat approval, the developer shall submit recorded documentation that all exception parcels that do not have frontage on a public street have agreed to access through the proposed private street system. Public street access shall be provided to any exception parcels that do not agree to access via the private street system.
 - c. All street alignments shall be designed and constructed to follow existing terrain and minimize the number of wash crossings as determined by City staff.
11. OFF-SITE STREET IMPROVEMENTS. In conformance with the results of the traffic impact study submitted for the proposed development, the applicant shall be responsible for the following off-site street improvements:
- a. Happy Valley Road/118th Street - Complete Happy Valley Road/118th Street to a full four lane roadway to the Minor Arterial Rural/ESL street standard from Whispering Wind Drive to Ranch Gate Road. The street cross section shall be consistent with the existing half-street improvements near Whispering Wind Drive and include a transition to the existing improvements north of Ranch Gate Road.
 - b. Happy Valley Road and Alma School Road Intersection – Enhance the existing stop controlled Happy Valley Road and Alma School Road intersection by constructing a roundabout or traffic signal. The design shall be based upon traffic engineering analysis at the intersection using the projected traffic volumes included in the traffic impact study or provided by the City of Scottsdale.
12. VEHICLE NON-ACCESS EASEMENT. Dedicate a one foot wide vehicular non-access easement on 128th Street along the site frontage except at the approved street entrance(s).
13. DRAINAGE REPORT. In the required drainage report, the owner shall address:
- a. Current pre vs post development hydrology analysis results do not support completion of stormwater storage waiver. It will be reviewed and updated during preliminary design.
 - b. Figure 4 and all pertaining hydraulic analysis needs to be revised to match high water levels and velocities at locations where washes cross property boundary. No adverse impact to upstream or downstream properties is allowed. This revision will be made in preliminary drainage report.
 - c. Conceptual Master Drainage Report presents minimum wash widths that range from 30 ft to 80 ft. Additional information is needed to make this determination. Minimum wash widths can be higher and will be determined during preliminary design.

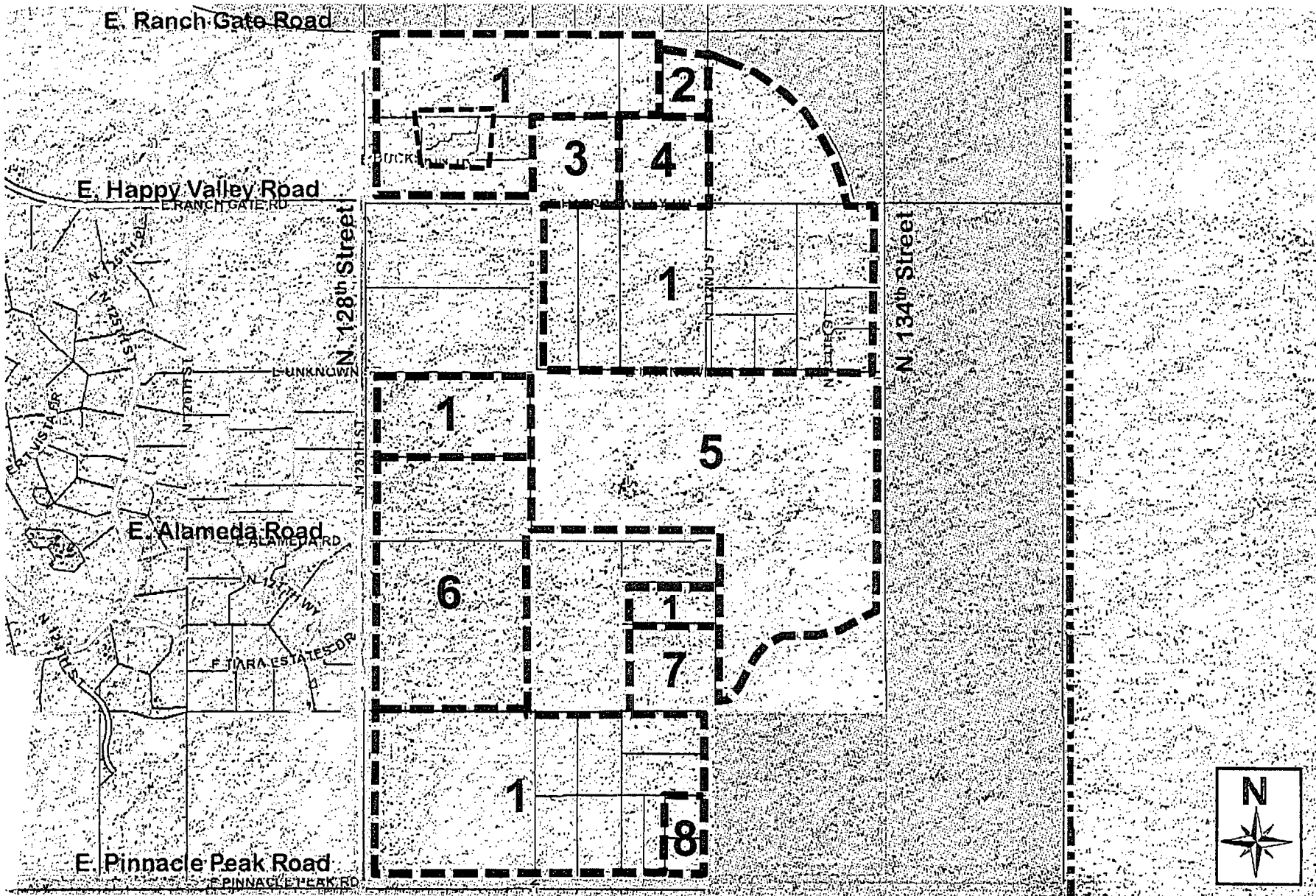
- d. Erosion setback analysis shall consider curved wash reaches. This analysis will be considered in preliminary drainage report.
 - e. Slope stability analysis shall be conducted and discussed in preliminary drainage report.
- 14 Prior to any Development Review Board submittal, the owner shall submit revised Water and Wastewater Master Plans for acceptance by City of Scottsdale Water Resourced Department staff.
- 15 Wastewater Master Plan. In the required Wastewater Master Plan, the owner shall address:
- a. The installation of a new 8" sewer line along 188th Street between Ranch Gate Road and Buckskin Drive.
 - b. The installation of 2750 linear feet of relief sewer in Happy Valley Road between Whispering Wind and 112th Street.
 - c. Evaluation of the cost/benefit of the proposed conceptual sewer water system and the option of upgrading the existing lift station including any downstream improvements to the gravity system.
- 16 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. Before any building permit is issued for the site, 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.
- 17 SCENIC CORRIDOR SETBACKS LOCATION AND DEDICATION. The Scenic Corridor setback width along N. 128th Street shall be 100 feet, measured from right-of-way, unless otherwise approved by the Development Review Board. The Scenic Corridor setback shall be left in a natural condition. The final plat shall show all Scenic Corridor setback easements dedicated to the city.
- 18 DESERT SCENIC ROADWAY SETBACKS LOCATION AND DEDICATION. The Desert Scenic Roadway setback width along E. Alameda Road shall be 50 feet, measured from right-of-way, unless otherwise approved by the Development Review Board. The Desert Scenic Roadway setback shall be left in a natural condition. The final plat shall show all Desert Scenic Roadway setback easements dedicated to the city.
- 19 VISTA CORRIDOR EASEMENTS. Each Vista Corridor, a watercourse with a peak flow rate of 750 cfs or greater based on the 100 year – 2 hour rain event, shall be dedicated to the city on the final plat as a continuous Vista Corridor easement dedicated to the city. The minimum width of the easement shall be 200 feet. Each easement shall include, at a minimum, any existing low flow channels, all major vegetation, and the area between the tops of the banks of the watercourse. At the time of the Development Review Board submittal, the owner shall stake the boundaries of the Vista Corridor easement as determined by city staff. Unless approved by the Development Review Board, all Vista Corridors shall be left in a natural state.

- 20 MCDOWELL SONORAN PRESERVE/PRESERVE TRAIL ACCESS. No direct trail access shall be provided into the McDowell Sonoran Preserve/Preserve Trails, unless review and approval by the Preserve Director, Preserve Commission, and City Council occur, for any proposed phases adjoining the McDowell Sonoran Preserve.
- 21 CONSTRUCTION COMPLETED. Before any building permit is issued for the site, 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.

MASTER ENVIRONMENTAL DESIGN CONCEPT PLAN

- 22 MASTER ENVIRONMENTAL DESIGN CONCEPT PLAN. Before any other submittal to the Development Review Board, the owner shall submit its Master Environmental Design Concept Plan for Development Review Board review. MEDCP must include the 462+/- acre site. The Master Environmental Design Concept Plan shall address the following:
- a. Aesthetic streetscape designs for Scenic Corridor and Desert Scenic Roadways along N. 128th Street, E. Ranch Gate Road, and E. Alameda Road alignment.
 - b. Open space design concepts for open space areas, including location, plant and landscape character, open space corridors, trails, path and bikeways, and integration of drainage plans.
 - c. Native plant relocation program and revegetation guidelines for each parcel.
 - d. Overall streetscape concepts which incorporate streetside and median landscape design concepts, plant and landscape materials, perimeter, head and screen wall designs and locations.
 - e. Typical outdoor lighting plan for streetlights and design concepts and general specifications for parking lots, paths, trails, and landscaping.
 - f. General design and architectural themes assuring overall design compatibility of all buildings and structures on the site.
 - g. General signage/graphic concepts for development signs, including locations and typical design concepts.
 - h. Construction phasing plan.
 - i. Multi-use trail design and use, including trail design standards and alignment, design and location of trail amenities, management and controls on trail use and implementation of plan recommendations through city ordinances and policies.
 - j. Scenic Corridor and Desert Scenic Roadway streetscapes.
 - k. Other applicable elements, as determined by city staff.





CAVALLIERE RANCH - LAND USE DEVELOPMENT MAP

Exhibit B to Exhibit 1
Ordinance No. 4181
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Exhibit B
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Contract No.
2018-005-COS

CAVALLIERE RANCH - LAND USE/DEVELOPMENT CALCULATIONS

EMMERSON/MILLER						
Zoning			Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
70	429,973	9.87	299,985	6.89	69.77%	2
43	4,782,467	109.79	3,118,799	71.60	65.21%	69
35	3,047,718	69.97	1,379,975	31.68	45.28%	68
18	2,761,190	63.39	856,839	19.67	31.03%	98
Total	11,021,347	253.02	5,655,599	129.83	51.31%	237

2

STANTON						
Zoning			Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
43	98,944	2.27	62,586.00	1.44	63.25%	2
35	71,231	1.64	33,812.00	0.78	47.47%	2
18	4,434	0.10	4,272.00	0.10	96.35%	0
Total	174,609	4.01	100,670	2	57.65%	4

3

DITOLA						
Zoning			Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
35	429,170	9.85	164,619.88	3.78	38.36%	10
18	7,225	0.17	6,296.32	0.14	87.15%	0
Total	436,394	10.02	170,916	3.92	39.17%	10

4

KAHN						
Zoning			Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
35	427,069	9.80	141,312.33	3.24	33.09%	10
18	9,295	0.21	9,294.53	0.21	100.00%	0
Total	436,363	10.02	150,607	3.46	34.51%	10

5

CAVALLIERE FAMILY						
Zoning			Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
43	1,676,342	38.48	1,085,772	24.93	64.77%	24
18	3,073,805	70.56	1,257,926	28.88	40.92%	91
Total	4,750,146	109.05	2,343,698	53.80	49.34%	115

6

STERNBERG						
	Zoning		Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
43	915,314	21.01	564,663	12.96	61.69%	11
35	1,029,898	23.64	364,681	8.37	35.41%	25
18	673,593	15.46	215,002	4.94	31.92%	22
Total	2,618,806	60.12	1,144,345	26.27	43.70%	58

7

FAMOUS						
Zoning			Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
43	294,053	6.75	216,525.00	4.97	73.63%	3
35	79,396	1.82	28,846.00	0.66	36.33%	2
18	89,372	2.05	59,168.00	1.36	66.20%	1
Total	462,821	10.62	304,539	6.99	65.80%	6

8

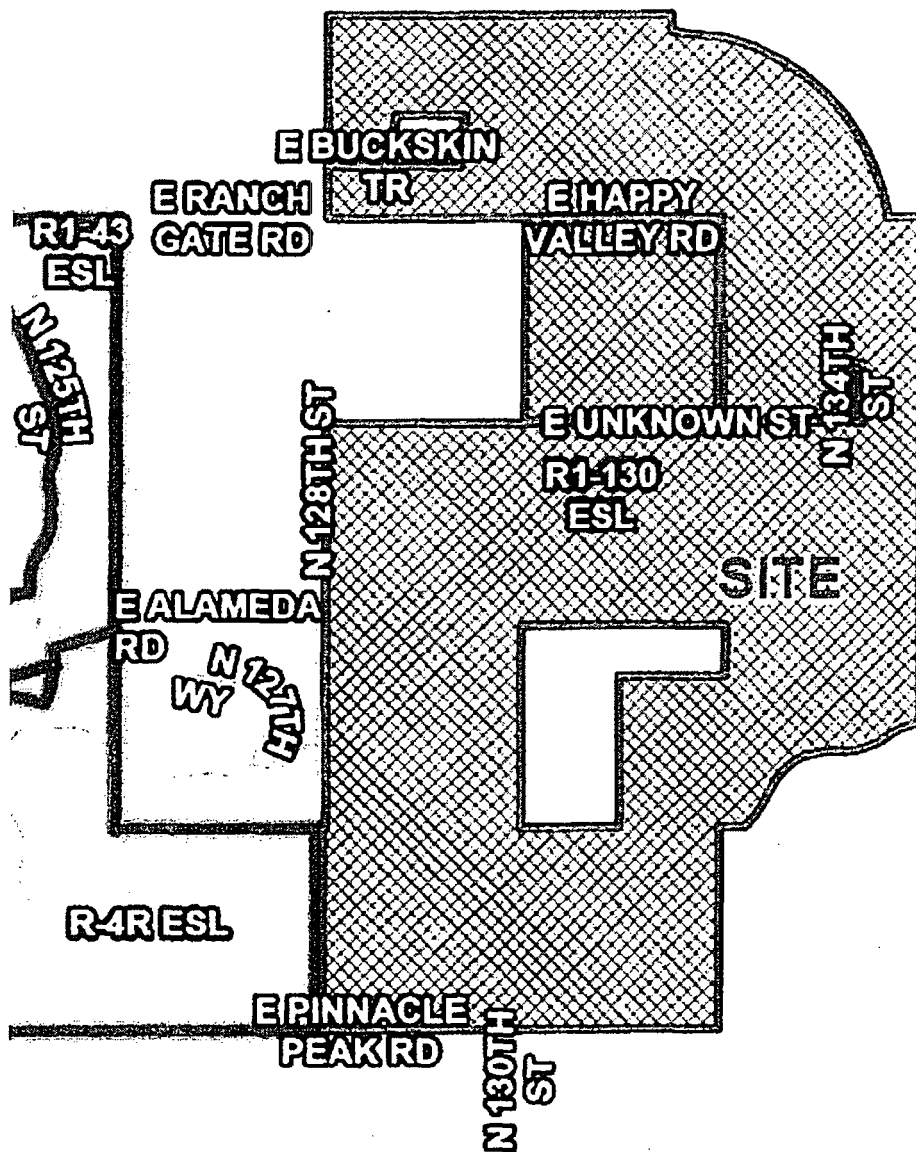
KOE						
Zoning			Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
43	218,169	5.01	132,581.00	3.04	60.77%	3
Total	218,169	5.01	132,581	3.04	60.77%	3

CAVALLIERE RANCH						
Zoning			Total Open Space		% O.S.	# OF LOTS
	Sq. Ft.	Ac.	Sq. Ft.	Ac.		
70	429,973	9.9	299,985	6.9	70%	2
43	7,985,289	183.4	5,180,925	118.9	65%	112
35	5,084,481	116.8	2,113,246	48.5	42%	117
18	6,618,913	151.9	2,408,799	55.3	36%	212
Totals	20,118,656	462	10,002,955	229.6	50%	443

Exhibit B
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Exhibit B to Exhibit 1
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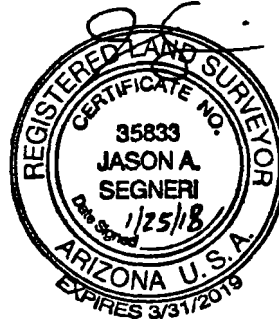
Zoning Map

Exhibit B
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Exhibit 2
Ordinance No. 4181

Contract No.
2018-005-COS

EXHIBIT 'C'
EXCLUDED PROPERTY



SEWELL / FAMOUS EXCLUDED PROPERTY:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF THE WEST 40 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SAID PARCEL CONTAINS 462,858 SQUARE FEET OR 10.626 ACRES MORE OR LESS.

DITOLA EXCLUDED PROPERTY:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SAID PARCEL CONTAINS 436,351 SQUARE FEET OR 10.017 ACRES MORE OR LESS.

CAVALLIERE FAMILY VILLAGE EXCLUDED PROPERTY:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP, LS TAG 33307, AT THE SOUTH QUARTER CORNER OF SAID SECTION 12, FROM WHICH A FOUND ½" REBAR, LS TAG 27239 AT THE SOUTHWEST CORNER OF SAID SECTION 12 BEARS SOUTH 89 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 2644.14 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST, ALONG THE NORTH/SOUTH MID-SECTION LINE OF SAID SECTION 12, A DISTANCE OF 1,320.07 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89 DEGREES 46 MINUTES 55 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID

SECTION 12, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST, DEPARTING THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 1,085.47 FEET;

THENCE NORTH 59 DEGREES 47 MINUTES 57 SECONDS EAST, A DISTANCE OF 623.72 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 650.00 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES 57 MINUTES 11 SECONDS, A DISTANCE OF 612.08 FEET;

THENCE SOUTH 66 DEGREES 14 MINUTES 52 SECONDS EAST, A DISTANCE OF 167.61 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 05 MINUTES 22 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 39.77 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 04 MINUTES 28 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 700.27 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WITH A CHORD BEARING OF SOUTH 66 DEGREES 09 MINUTES 17 SECONDS WEST, A CHORD DISTANCE OF 180.47 FEET;

THENCE SOUTHWESTERLY, DEPARTING SAID EAST LINE, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 223.84 FEET, THROUGH A CENTRAL ANGLE OF 47 DEGREES 32 MINUTES 42 SECONDS, A DISTANCE OF 185.75 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 275.00 FEET, THROUGH A CENTRAL ANGLE OF 41 DEGREES 14 MINUTES 03 SECONDS, A DISTANCE OF 197.91 FEET;

THENCE SOUTH 83 DEGREES 36 MINUTES 55 SECONDS WEST, A DISTANCE OF 263.89 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 33 DEGREES 24 MINUTES 24 SECONDS, A DISTANCE OF 233.22 FEET;

THENCE SOUTH 50 DEGREES 12 MINUTES 31 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 44 MINUTES 06 SECONDS, A DISTANCE OF 300.91 FEET;

THENCE SOUTH 21 DEGREES 28 MINUTES 25 SECONDS WEST, A DISTANCE OF 75.43 FEET;

THENCE SOUTH 89 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 229.33 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,307,876 SQUARE FEET OR 30.025 ACRES MORE OR LESS.

SUM OF ALL THREE PARCELS CONTAINS 2,207,085 SQUARE FEET OR 50.668 ACRES, MORE OR LESS.

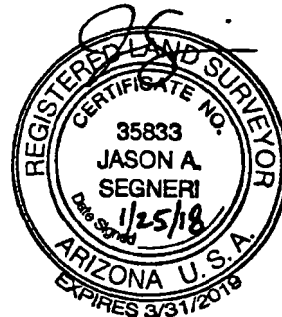
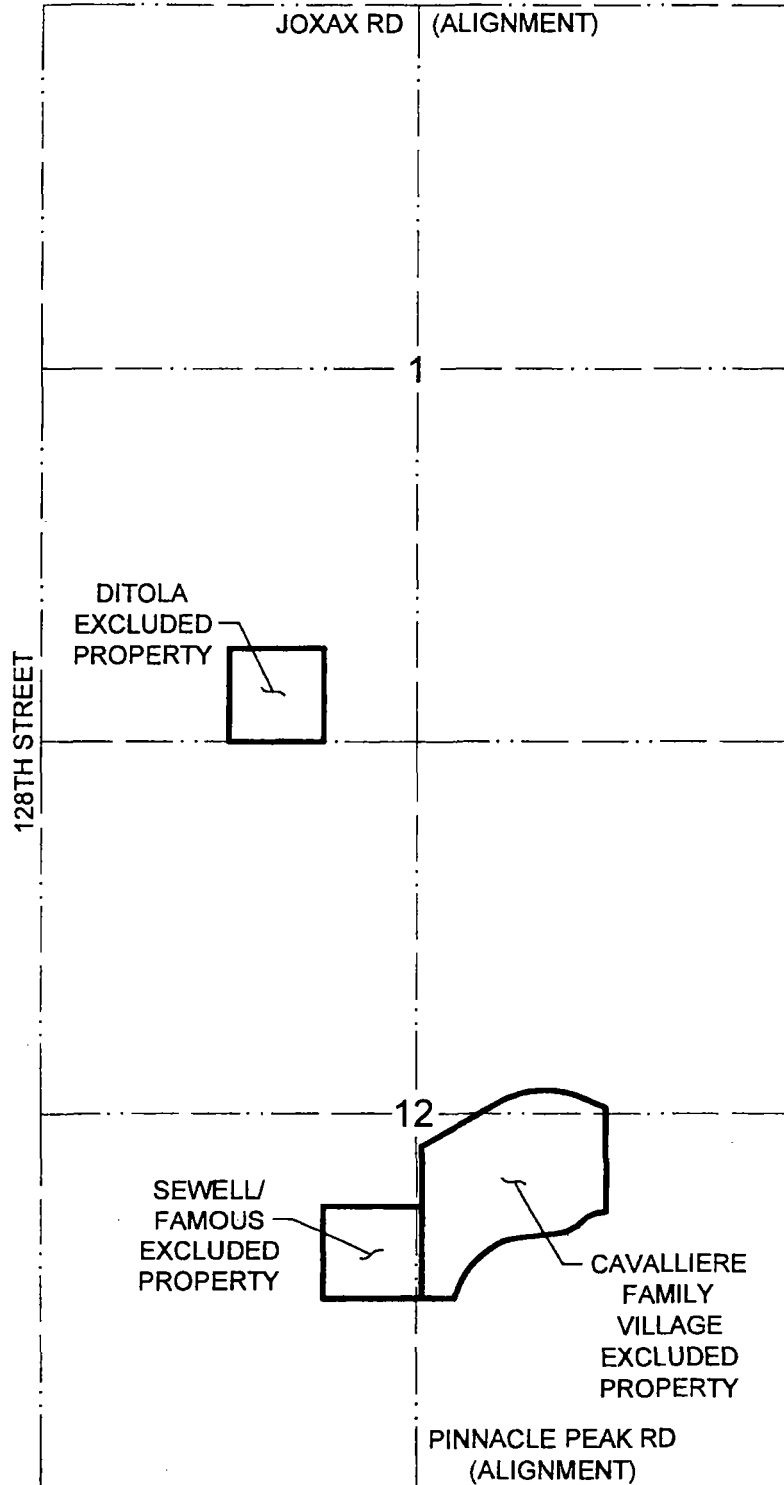


EXHIBIT 'C'



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Contract No.
2018-005-COS



SIG

**SURVEY INNOVATION
GROUP, INC**

Ph (480) 922 0780 **Land Surveying Services** Fx (480) 922 0781
22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024

STORYROCK SCOTTSDALE, ARIZONA

JOB #14-001	DWG: DA EXHIBIT C	DATE: 1/25/18
SCALE: NTS	DRAWN: JAS	CHK: ELS
		SHEET: 1 OF 1

128TH STREET STAGING & PARCEL EXHIBIT

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2018-005-COS

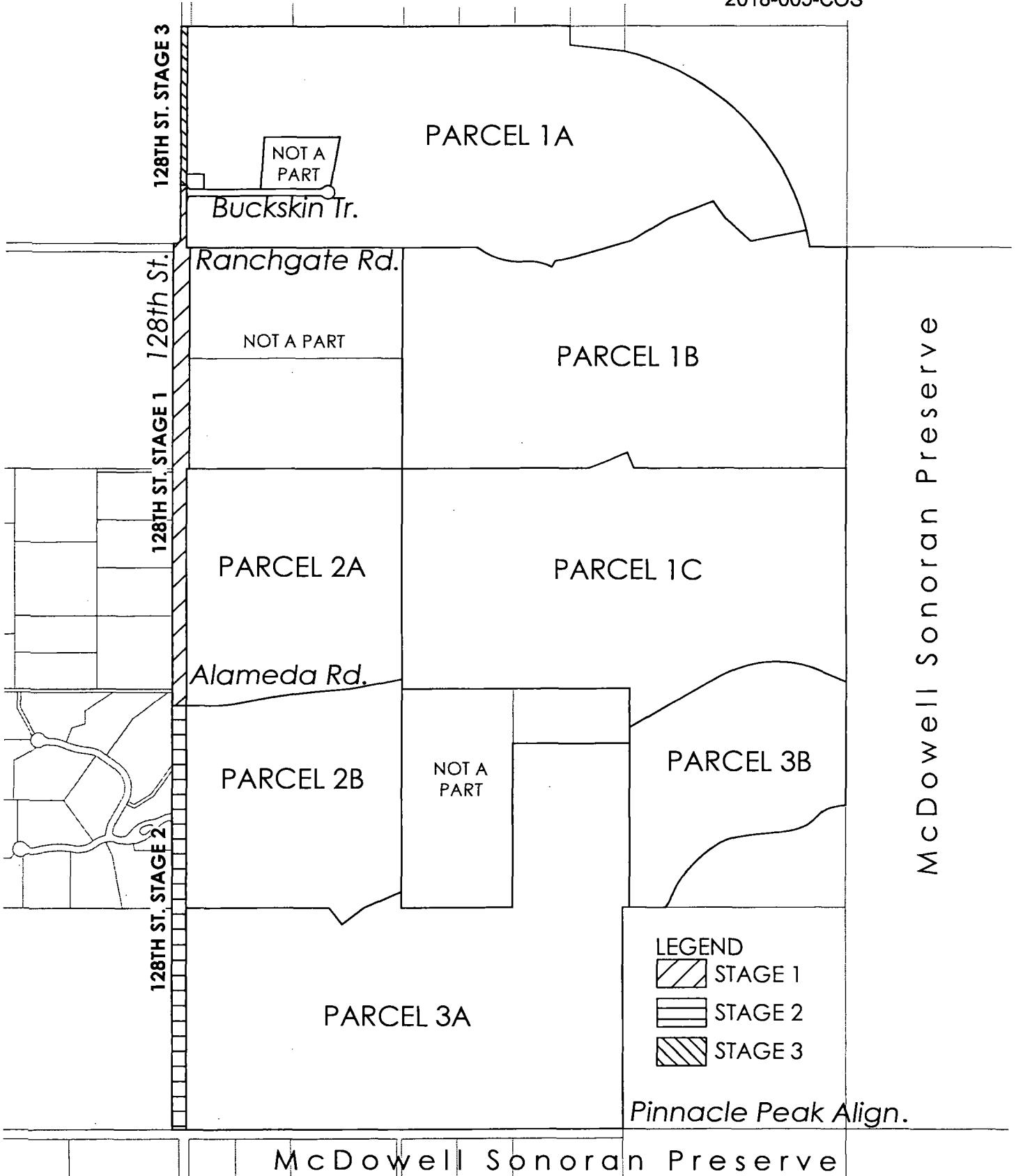


Exhibit "E"

Timeline and Limitations on Construction Summary

In the event there is a perceived discrepancy or ambiguity between the Agreement and this Exhibit "E," the Agreement shall control.

Specific Infrastructure Obligations	
128 th St. Stage 1	<ul style="list-style-type: none">• No building permits may be issued for Parcels 1A, 1B, and 1C until after Commencement of Construction (<u>Section 6.2</u>)• Completion of Construction must occur no later than 15 months after the issuance of the first building permit (<u>Section 6.2</u>)• No certificates of occupancy until Completion of Construction; except temporary certificates of occupancy for model homes may be issued in the City's discretion (<u>Section 6.2</u>)• Financial Assurances must be in place until Completion of Construction (<u>Section 6.2</u>)• Model homes may not be sold until Completion of Construction (<u>Section 6.2</u>)
128 th St. Stage 2	<ul style="list-style-type: none">• Commencement of Construction of Stage 2 before:<ul style="list-style-type: none">◦ Issuance of 336th building permit, or◦ Issuance of a building permit for Parcels 2A, 2B, 3A or 3B (<u>Section 6.3</u>)• Notice to City required prior to applying for 336th building permit or a building permit within Parcels 2A, 2B, 3A or 3B (<u>Section 6.3</u>)• Upon Commencement of Construction, building permits may be issued for dwelling units on lots 1 through 374 (<u>Section 6.3</u>, <u>Section 8</u>, and <u>Section 9</u>)• No building permits for 375th through last lot until Completion of Construction(<u>Section 6.3</u>, <u>Section 8</u>, and <u>Section 9</u>)• No certificates of occupancy for 336th through 374th lots until Completion of Construction (<u>Section 6.3</u>)• Completion of Construction within 18 months after Commencement of Construction AND within 6 years of Completion of Construction of Stage 1 (<u>Section 6.3</u>)• Financial Assurances must be in place until Completion of Construction (<u>Section 6.3</u>, <u>Section 8</u>)
128 th Stage 3	<ul style="list-style-type: none">• Notice to City required prior to issuance 375th building permit

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	<p>(<u>Section 6.4</u>)</p> <ul style="list-style-type: none"> • No building permits for 375th through last lot until Commencement of Construction (<u>Section 6.4</u>, <u>Section 8</u>, and <u>Section 9</u>) • Completion of Construction prior to issuance of 375th permit or ten (10) years after first building permit (<u>Section 6.4</u>) • No certificates of occupancy for the 375th through last lot until Completion of Construction (<u>Section 6.4</u>) • Financial Assurances must be in place until Completion of Construction (<u>Section 6.4</u>, <u>Section 8</u>)
Off-Site Street Improvements	<ul style="list-style-type: none"> • Financial Assurances for the Engineer's Estimate for the 128th Street Culvert Construction prior to recordation of any final plat associated with 4-AB-2017 (<u>Section 7.5</u>) • Financial Assurances for one-third of the Engineer's Estimate for the 118th Street Widening and for \$250,000.00 for the Alma School Obligation required prior to first building permit (<u>Section 7</u>) • Completion of Construction of the 128th Street Culvert Improvements must occur within 6 months after the issuance of the first building permit for a dwelling unit on a lot within the Project, except that if a 404 Permit or additional right-of-way is required, then Completion of Construction must occur within 6 months after the issuance of the 404 Permit or acquisition of right-of-way (<u>Section 7.5</u>) • Completion of Construction of 118th Street Widening required prior to issuance of 200th building permit (<u>Section 7</u>) • Notice to City required prior to pulling 200th building permit (<u>Section 7</u>) • Financial Assurances must be in place prior to Commencement of Construction (<u>Section 7</u>, <u>Section 8</u>) and continue through Completion of Construction • Payment to the City of the Alma School Obligation required prior to the earlier of (1) filing of an application for the 300th building permit or (2) six years after issuance of the first building permit (<u>Section 7</u>)

General Obligations	
Final Plat	Financial Assurances must be provided to the City for all necessary

Recordation	Project Improvements prior to the earlier of (i) recordation of a final plat for which the Project Improvements are required, or (ii) Commencement of Construction of the specified Project Improvements. (<u>Section 8</u>)
Building Permit Issuance	No building permit will be issued for any lot within any platted subdivision until all necessary Project Improvements are completed to the satisfaction of City staff, except as expressly provided in Sections 6 and 7.1. (<u>Section 9</u> , <u>Section 6</u> , and <u>Section 7.1</u>)

Bldg Permit No.	Conditions of Building Permit Issuance
1	<ul style="list-style-type: none"> • Commencement of Construction of Stage 1 must occur before permit issuance (<u>Section 6.1</u>) • Performance bond for one-third of the Engineer's Estimate of the 118th Street Widening and performance bond for \$250,000 for the Alma School Obligation must be posted before permit issuance (<u>Section 7</u>)
200	<ul style="list-style-type: none"> • Notice to City required prior to building permit issuance (<u>Section 7</u>) • Completion of Construction of 118th Street Widening required prior to building permit issuance (<u>Section 7</u>)
300	<ul style="list-style-type: none"> • Payment for Alma School Obligation due prior to the earlier of (1) filing of an application for the 300th building permit or (2) six years after issuance of the first building permit (<u>Section 7</u>)
336	<ul style="list-style-type: none"> • Notice to City required prior to building permit issuance (<u>Section 6.3</u>) • Commencement of Construction of Stage 2 must occur before building permit issuance (<u>Section 6.3</u>)
375	<ul style="list-style-type: none"> • Completion of Construction of Stage 2 must occur before building permit issuance (<u>Section 6.3</u>) • Commencement of Construction of Stage 3 must occur before building permit issuance and Completion of Construction of Stage 3 must occur before certificates of occupancy or within ten (10) years after first building permit (<u>Section 6.4</u>) • Developer must notify City prior to applying for building permit (<u>Section 6.4</u>)
Permits in Parcels 1A, 1B,	<ul style="list-style-type: none"> • Commencement of Construction of Stage 1 of 128th Street must occur before permit issuance (<u>Section 6.1</u>)

and 1C	<ul style="list-style-type: none"> • Performance bond for one-third of the Engineer's Estimate of the 118th Street Widening and performance bond for \$250,000 for the Alma School Obligation must be posted before permit issuance (<u>Section 7</u>)
Permits in Parcels 2A, 2B, 3A and 3B	<ul style="list-style-type: none"> • Commencement of Construction of Stage 2 must occur before building permit issuance (<u>Section 6.3</u>) • Notice to City required prior to building permit issuance (<u>Section 6.3</u>)

Exhibit "F"

City of Scottsdale Street Payback Ordinance

Sec. 47-24. - Payback agreements.

(a) A payback agreement with the city is available for non-residential, multi-family and mixed-use developments, and subdivisions (except minor subdivisions).

(b) Within sixty (60) days after the city has accepted the public improvements to serve any privately-owned property, a person desiring a payback agreement with the city shall submit the following to the Transportation Department:

(1) A copy of the city's letter of acceptance stating that the public improvements conform to the approved plans and specifications.

(2) A half-size copy of the approved as-built construction drawings indicating the public improvements installed.

(3) Receipts identifying all expenses, and proof that payment was made.

(4) A diagram of properties benefiting from the public improvements, including the assessor's parcel numbers and frontage lengths.

(c) Payback agreements shall:

(1) State the expense of public improvements installed;

(2) Include a diagram of the properties benefited and reimbursement to be collected from each property;

(3) State the reimbursement from each property benefited, including the interest rate and the maximum reimbursement; and

(4) State to whom reimbursements shall be made.

(d) All expenses are subject to review for reasonableness based on current circumstances. The Transportation Department's determination as to the amount to be reimbursed through the payback agreement is final.

(e) The reimbursement from each property shall be based on the expense per linear foot of frontage or such other equitable method of spreading the expenses as the circumstances may dictate, as determined by the Transportation Department. The determination as to each reimbursement is final.

(f) A payback agreement shall run for a payback period of thirty (30) years after the agreement is signed by all parties. At the end of the thirty (30) year period, the agreement shall terminate, including all benefits and rights under the agreement.

(g) Reimbursements shall include a simple interest rate of one-half (½) percent per month, or any portion thereof, from the date the payback agreement is recorded.

(h) Before the city executes the payback agreement, the applicant shall pay the city's cost of administering the payback agreement. This administrative charge shall be five (5) percent of the

total expenses of the public improvements benefiting properties other than the applicant's property, with a maximum administrative charge of ten thousand dollars (\$10,000.00). Administrative charges will be distributed equitably among the properties benefited.

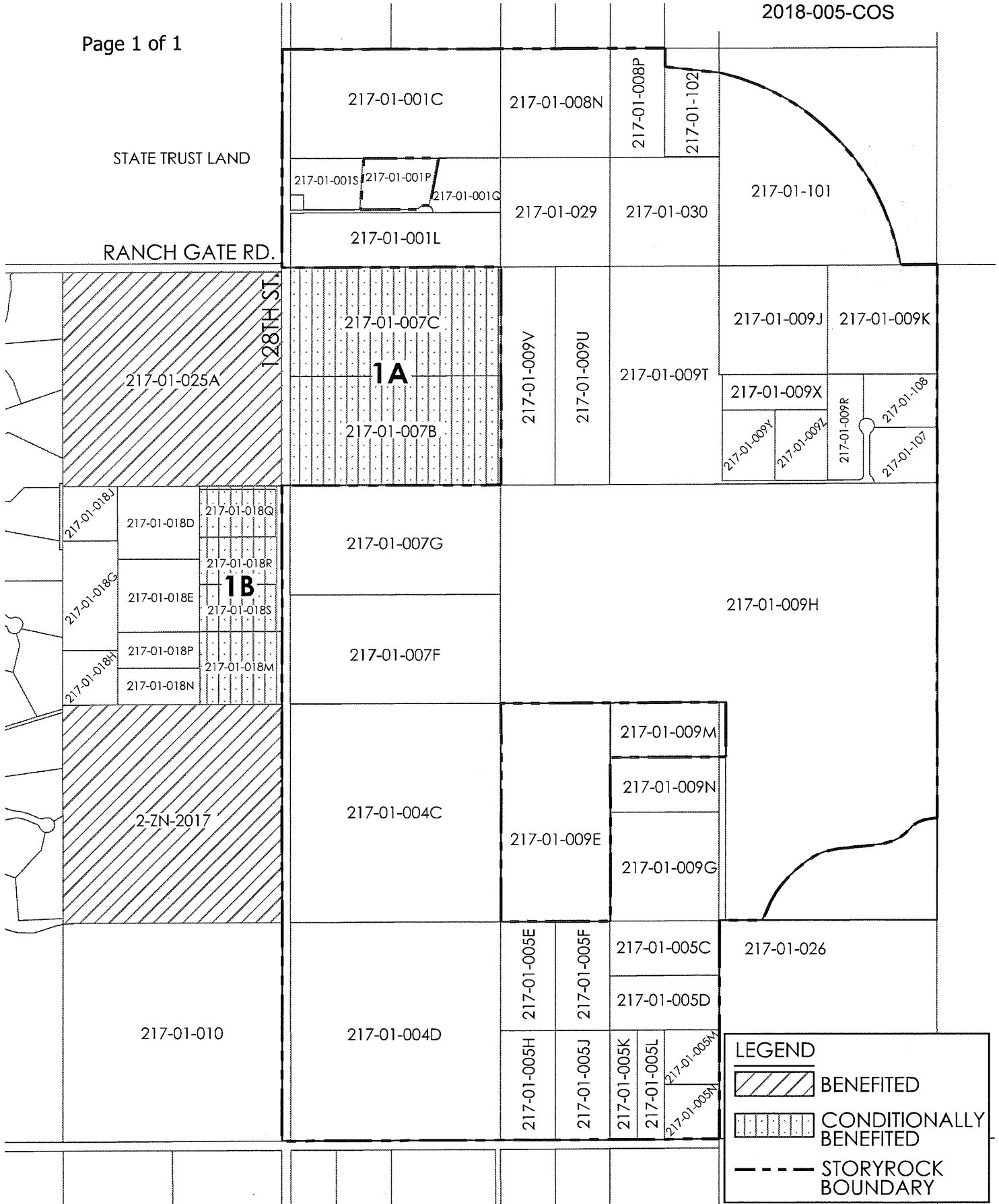
(i) Upon receipt of the administrative charge and execution of the payback agreement, the city shall record the agreement with the Maricopa County Recorder as to each property that is subject to the agreement, together with a notice of payback. Once all reimbursements are made or the payback period has elapsed, the city will record a release with the Maricopa County Recorder.

(j) The city shall establish a separate account for the collection and payment of reimbursements. Reimbursements collected shall be paid in accordance with the terms of the agreement within ninety (90) days of receipt by the city.

128TH STREET PAYBACK BENEFITED PROPERTY
EXHIBIT G

Contract No.
2018-005-COS

Page 1 of 1



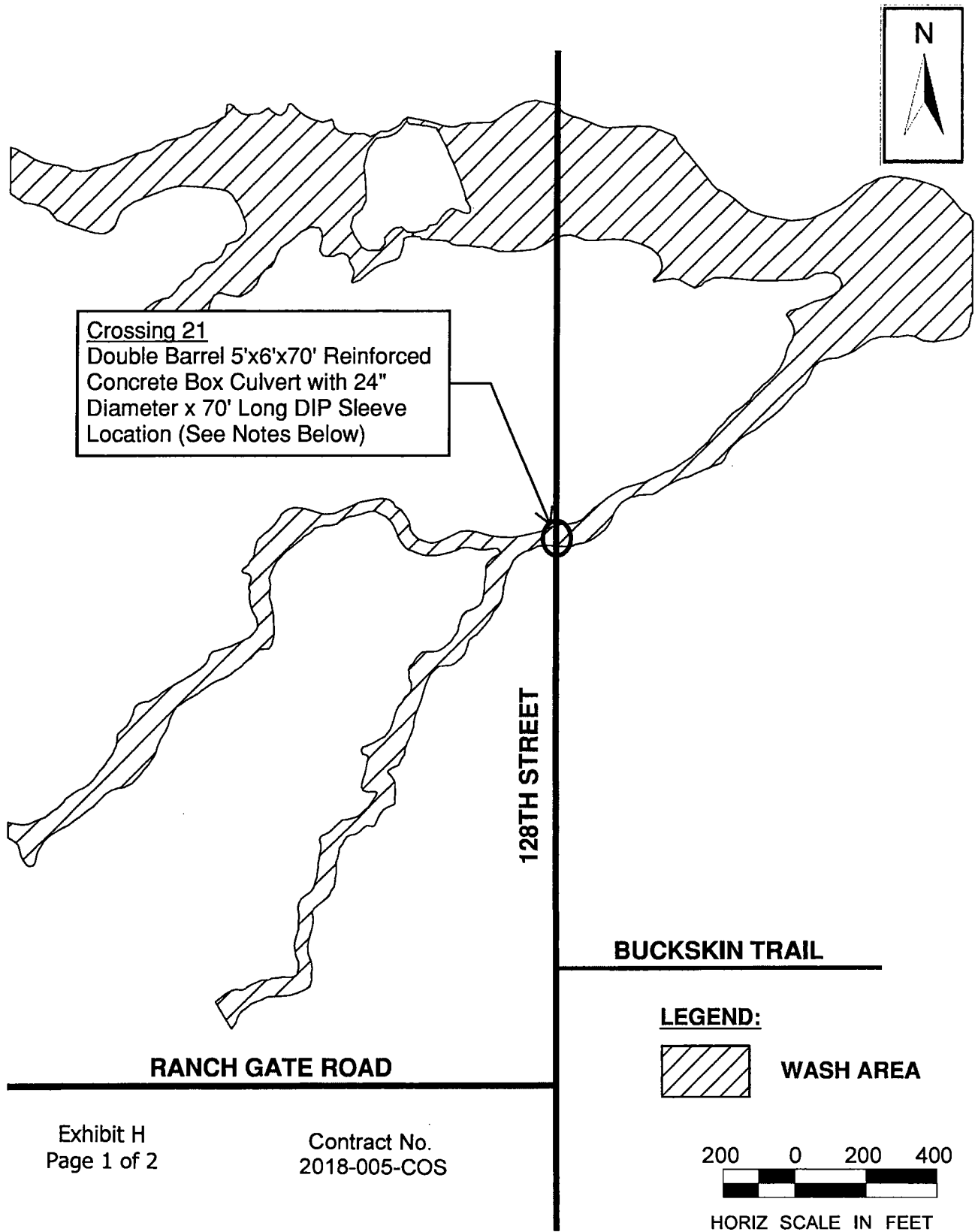


Exhibit H
Page 1 of 2

Contract No.
2018-005-COS

General Notes:

1. Concrete Reinforced Double Barrel Box Culvert, minimum size 5'x6'x70' with headwalls for wildlife crossing.
2. Box Culvert and headwall construction shall be per ADOT Standard Details.
3. Box Culvert to be centered in the flow line of the existing wash and existing 128th Street Right of Way.
4. Sleeve shall be 24" Diameter DIP pipe 70' long and located under box culvert for future water line crossing.

Preserve Acquisition - Hydrology Worksheet

Crossing numbers correspond to the Crossing Location Map

Calculation of peak flow rates by regional regression equations per USGS guidelines for Arizona.

Watershed areas and elevations determined from GIS.

Crossing and Applicable Flow Rates

Crossing	Area (Acres)	Area (Sq. Mi.)	High Elevation (Ft.)	Low Elevation (Ft.)	Mean Elevation (Ft.)	100-Year Flow Rate (cfs)	50-Year Flow Rate (cfs)	10-Year Flow Rate (cfs)
21	146	0.23	2,756	2,617	2,687	422	300	122

CULVERT CONSTRUCTION REQUIREMENTS SUBJECT TO THE
PROVISIONS OF SECTION 7.5 OF THE AGREEMENT

Contract No.
2018-005-COS

Exhibit H
Page 2 of 2

STORYROCK

RIGHT-OF-WAY ABANDONMENT NARRATIVE

Second Submittal | September 27, 2017

Overview

The purpose of this narrative is to provide a brief description of the proposed right-of-way abandonment for the project referred to as *STORYROCK* (previously Cavalliere Ranch). The +/-462 acre site is located East of the intersection of 128th Street and Ranch Gate Road bounded by the McDowell Sonoran Preserve on the North, East and South.

This abandonment application will allow for the future platting of the proposed *STORYROCK* development. This Right-of-Way (ROW) to be abandoned consists of excess (15') ROW along 128th St. (1.233 net acres) as well as ROW on-site (3.536 acres) that will be replaced by future roadway public right-of-way dedications.

StoryRock 128th Street Right of Way Compensation

Consistent with the accompanying appraisal dated March 29, 2017, it is proposed that the applicant will provide compensation of 59.7 cents per square foot for 1.233 acres.

Proposed Abandonment

Dkt 11466 pg 1058

1.233 acres

StoryRock On-Site Right of Way Non-Monetary Exchange

Approximately 3.536 acres of City of Scottsdale right-of-way exists internal to the future StoryRock master plan, and was dedicated to the City in 2000 and 2001 by prior property owners to facilitate access to private parcels that were being split through the City's land division process for a prior development proposal. The right-of-way was dedicated to the City via Maricopa County Assessor's document numbers: 2001-0304922, 2001-0304920, and 2000-0453237.

No development has occurred on the parcels served by the right-of-way nor does the right-of-way provide physical access to any other parcels in the immediate area. While the subject right-of-way loosely aligns, in certain locations, with historical jeep trails, the existing right-of-way has not been improved and has not been used as a means to serve utilities.

In the time since these rights-of-way were dedicated to the City, the ownership of the private properties has changed hands and is now owned by a single entity – Cav-Ranch, LLC. Further, in 2014, the City approved the rezoning of 463 acres, including the subject properties, for the StoryRock master planned community. The City is currently in the process of reviewing preliminary plats and other development plans for StoryRock, which will formally incorporate the properties previously served by the subject right-of-way into the StoryRock development. Upon development, properties within StoryRock will be served by a combination of newly dedicated public roads, a private roadway system, and public utility easements that will be dedicated throughout the development. A substantial amount of Natural Area Open Space

will also be dedicated to the benefit of the City as part of StoryRock. These dedications will occur with approval of the final plats for StoryRock.

The subject right-of-way was dedicated to provide legal access to private properties intended to develop under a prior development proposal. Given the replacement development plans for StoryRock, the right-of-way is longer needed or appropriate. The rights-of-way do not align with the roadway system planned for StoryRock, are not sufficiently sized to accommodate roads built to City standards, and, since the rights-of-way are located along property perimeters, infringe upon wash corridors and other environmental features that should be protected. The roadway system planned within StoryRock will provide replacement access that aligns with the proposed subdivision plat layout for StoryRock.

As part of the overall development plan review and approval process for StoryRock, a non-monetary exchange pursuant to A.R.S. § 28-7203 is proposed as follows:

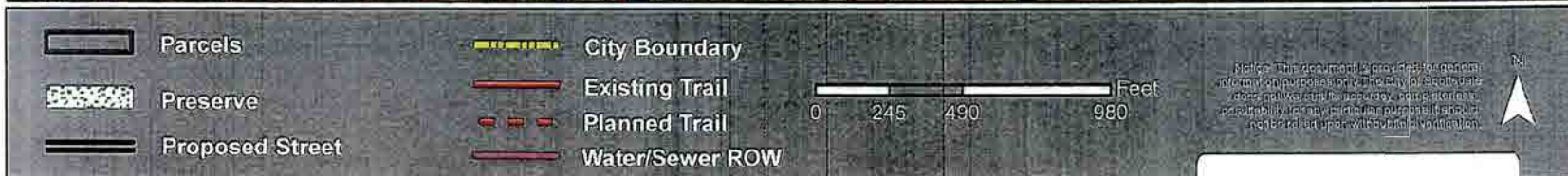
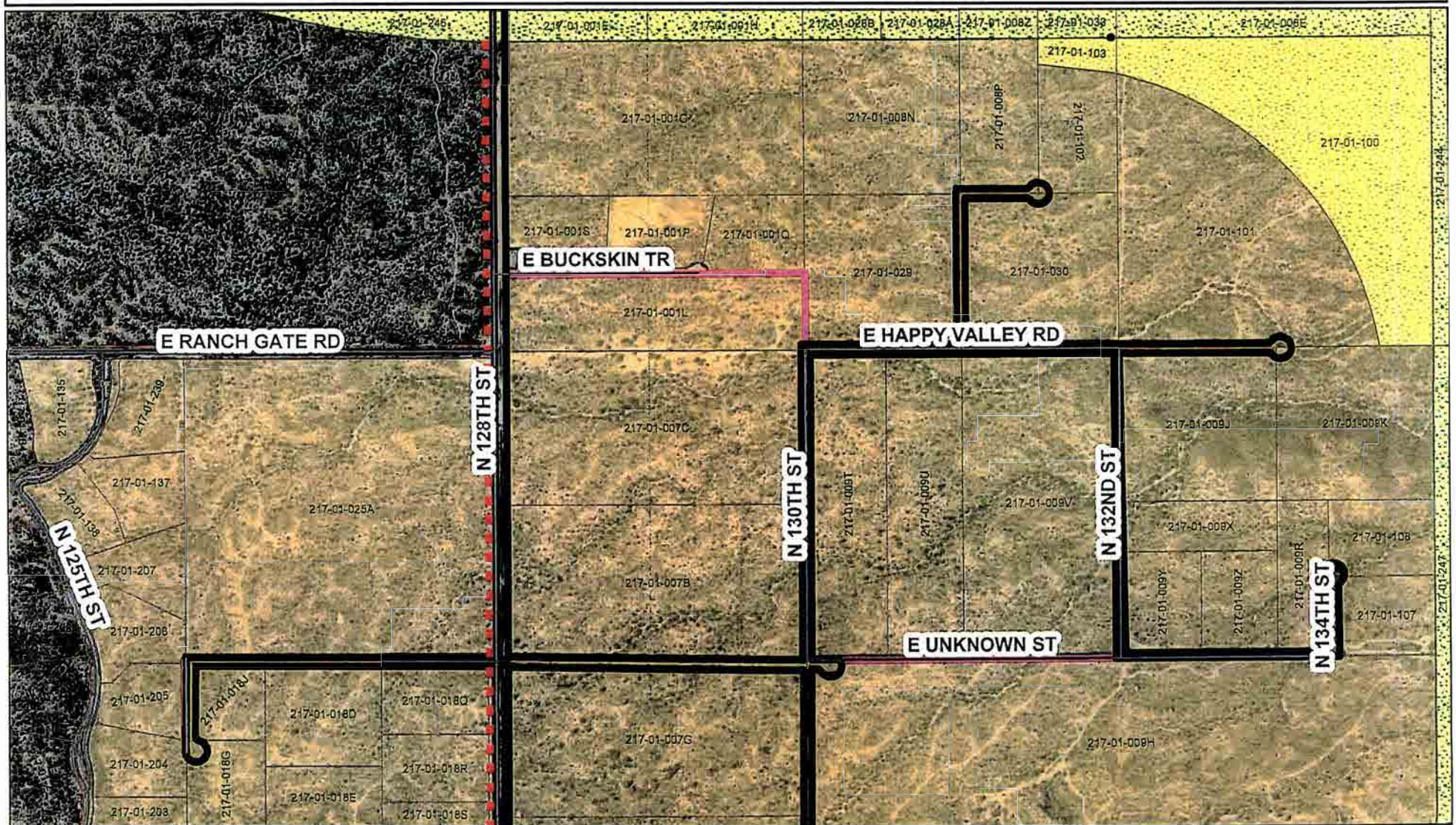
Proposed Abandonment

2001-0304922, 2001-0304920, and 2000-0453237	3.356 acres
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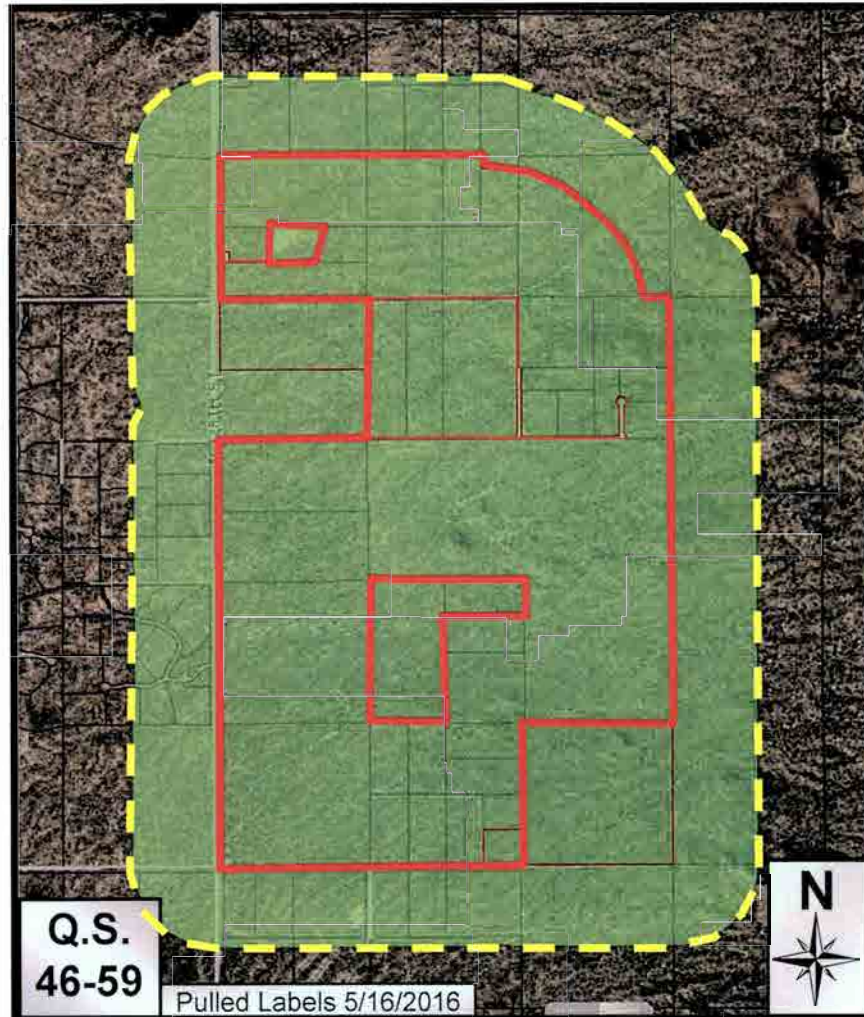
New Dedications

Ranch Gate Road – Public Right of Way	+/-2.087 acres
Alameda Road – Public right of Way	+/-3.211 acres
APPROXIMATE NET NEW PUBLIC DEDICATIONS	= +/-1.762 acres

Dynamite Foothills Area 5A Local Area Infrastructure Plan



City Notifications – Mailing List Selection Map



Map Legend:

- Site Boundary
- - - Properties within 750-feet
- 48 Postcards

Additional Notifications:

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

Storyrock Abandonment

4-AB-2017

ATTACHMENT #9



**SCOTTSDALE PLANNING COMMISSION
KIVA-CITY HALL
3939 DRINKWATER BOULEVARD
SCOTTSDALE, ARIZONA**

WEDNESDAY, NOVEMBER 8, 2017

***SUMMARIZED MEETING MINUTES ***

PRESENT: Paul Alessio, Chair
Ali Fakh, Vice Chair
Larry S. Kush, Commissioner
Prescott Smith, Commissioner
Kelsey Young, Commissioner
Kevin Bollinger, Commissioner
Christian Serena, Commissioner

STAFF:	Tim Curtis	Randy Grant
	Joe Padilla	Erin Perreault
	Brad Carr	Sara Javaronok
	Greg Bloemberg	Taylor Reynolds
	Bryan Cluff	Alex Acevedo
	Jesus Murillo	Lorraine Castro
	Doris McClay	Wayland Barton

CALL TO ORDER

Chair Alessio called the regular session of the Scottsdale Planning Commission to order at 5:00 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 the October 25, 2017 Regular Meeting Minutes including Study Session.

COMMISSIONER KUSH MOVED TO APPROVE THE OCTOBER 25, 2017 REGULAR MEETING MINUTES, INCLUDING STUDY SESSION, SECONDED BY VICE CHAIR FAKIH, THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SEVEN (7) TO ZERO (0).

EXPEDITED AGENDA

2. 9-GP-2016 (Rose Lane Commercial Parcel)
Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Resort/Tourism to Neighborhood Commercial on a +/- 2.6-acre site located at 6160 N. Scottsdale Road. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is John Berry, 480-385-2727.
3. 22-ZN-2016 (Rose Lane Commercial Parcel)
Request by owner for a Zoning District Map Amendment from Resort/Townhouse Residential (R4-R) to Neighborhood Commercial (C-1) on a +/- 2.6-acre site located at 6160 N. Scottsdale Rd. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is John Berry, 480-385-2727.

Item No's 2 & 3: Recommended City Council approve cases 9-GP-2016 & 22-ZN-2016, by a vote of 6-0; Motion by Commissioner Young, per the staff recommended stipulations after determining that the proposed Zoning District Map Amendment is consistent and conforms with the adopted General Plan, 2ND by Commissioner Kush, Commissioner Smith recused himself.

4. 3-TA-2017 (Legal Protest Text Amendment)
Request by City of Scottsdale to amend the City of Scottsdale Zoning Ordinance (Ordinance No. 455) for the purpose of amending Section 1.102. (Severability), Section 1.706. (Legal protest by property owners), Section 3.100. of Article III (Definitions), Section 4.100. (Division of City into Districts; Enumeration), and Section 4.201. (Rules where uncertainty may arise) to update the legal protest provisions, and other applicable sections of the Zoning Ordinance, consistent with State of Arizona House Bill 2116. Applicant/Staff contact person is Brad Carr, AICP, 480-312-7713.

Request to speak: Vickie Falen

5. 4-AB-2017 (Storyrock Abandonment)
Request by owner to abandon the eastern 20 feet of the 55-foot N.128th Street right-of-way located north of E. Ranch Gate Road, the eastern 15 feet of the 55-foot N.128th Street right-of-way located approximately 1300 feet south of E. Ranch Gate Road and to abandon public right-of-way within the proposed Storyrock subdivision with Single-Family Residential, Planned Community District, Environmentally Sensitive Lands (R1-43 PCD ESL, R1-35 PCD ESL, R1-70 PCD ESL, and R1-18 PCD ESL) zoning. Staff contact person is Doris McClay, 480-312-4214. Applicant contact person is Keith Nichter, 480-994-0994.

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6. 6-AB-2017 (Gustafson Abandonment)

Request by owner to abandon the portions of a 33-foot of GLO easement, located along the eastern boundary of parcel 216-67-160 (N. 71st Street alignment), with Single-family Residential District, Environmentally Sensitive Lands, Foothills Overlay (R1-70/ESL/FO) zoning, located at 7077 E. Wildcat Drive. Staff contact person is Jesus Murillo, 480-312-7849. Applicant contact person is Josh G. Funkhouser, 440-506-3398.

7. 5-GP-2017 (North 70)

Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Urban Neighborhoods to Suburban Neighborhoods on the eastern +/- 5-acres (Parcel #129-12-005A) of a +/- 9.9-acre site located at 7010 E. Continental Drive. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Keith Nichter, 480-994-0994.

Written Comment Card: Alex Crown

8. 12-ZN-2017 (North 70)

Request by owner for a Zoning District Map Amendment from Manufactured Home (M-H) to Multiple-family Residential (R-5) zoning on a +/- 9.9 acre site located at 7010 E. Continental Drive. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Keith Nichter, 480-994-0994.

Item No's. 4, 5, 6, 7 & 8: Recommended City Council approve cases 3-TA-2017, 4-AB-2017, 6-AB-2017, 5-GP-2017 & 12-ZN-2017, by a vote of 7-0; Motion by Commissioner Bollinger, per the staff recommended stipulations, after determining that the proposed Text Amendment, Abandonment, and Zoning Map Amendment are consistent and conform with the adopted General Plan, 2nd by Commissioner Serena.

REGULAR AGENDA

9. 4-GP-2017 (Bell Group Self Storage)

Request by owner for a major General Plan Amendment to the City of Scottsdale General Plan 2001 to change the land use designation from Rural Neighborhoods to Commercial on +/- 2.8-acres of a +/- 4.6-acre site located at the southeast corner of Shea Blvd and 116th Street. Staff contact person is Sara Javoronok, 480-312-7918. Applicant contact person is Jordan Rose, 480-505-3939.

Item No 9: Recommended City Council approve case 4-GP-2017 by a vote of 4-3; Motion by Commissioner Kush, 2nd by Commissioner Bollinger with Vice Chair Fakh, Commissioner Smith and Commissioner Young dissenting.

Written Comment Cards: Patrick Van Den Bossche and Denise Van Den Bossche.

Request to speak Cards: Vickie Falen, Dana Falen, Frank Magarelli, Marlene Magarelli, Malcom Sherman, Richard Frisch, Patty Badenoch, Thomas Krendl, Garry Jestadt, Troy Jarvis, Brent Taylor, Don Edwards, Patrick Van Den Bossche and Quentin Smith.

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10. 9-ZN-2017 (Bell Group Self Storage)

Request by owner for a Zoning District Map Amendment from Service Residential/Planned Community District (S-R/PCD) zoning to Neighborhood Commercial (C-1) zoning on a +/- 4.6-acre site, located at the southeast corner of Shea Blvd. and 116th Street. Staff contact person is Bryan Cluff, 480-312-2258. Applicant contact person is Jordan Rose, 480-505-3939.

Item No 10: Recommended City Council approve case 9-ZN-2017, by a vote of 4-3; Motion by Commissioner Kush, per the staff recommended stipulations with an 18' max height inclusive of mechanical equipment, and after determining that the proposed Zoning District Map Amendment is consistent and conforms with the adopted General Plan, 2nd by Commissioner Bollinger with Vice Chair Fakih, Commissioner Smith and Commissioner Young dissenting.

Written Comment Cards: Patrick Van Den Bossche and Denise Van Den Bossche.

Request to speak Cards: Vickie Falen, Dana Falen, Frank Magarelli, Marlene Magarelli, Malcom Sherman, Richard Frisch, Patty Badenoch, Thomas Krendl, Garry Jestadt, Troy Jarvis, Brent Taylor, Don Edwards, Patrick Van Den Bossche and Quentin Smith.

Adjournment – Motion to adjourn at 6:43 p.m.

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