

# CITY COUNCIL REPORT



Meeting Date: October 16, 2018  
 General Plan Element: *Land Use*  
 General Plan Goal: *Create a sense of community through land uses*

## ACTION

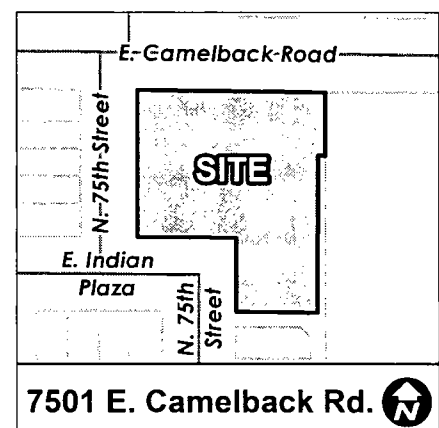
**Don & Charlie's Hotel**  
**2-ZN-2018, 1-II-2018, 9-DA-2018 and 7-AB-2018**

### Request to consider the following:

1. Adopt Ordinance No. 4366 approving a zoning district map amendment from Highway Commercial, Downtown Overlay (C-3 DO) to Downtown/Downtown Multiple Use, Type 2, Planned Block Development, Downtown Overlay (D/DMU-2 PBD DO), with an Infill Incentive District (II), Development Plan and parking reduction of 37% on a +/- .92-acre parcel, located at 7501 E. Camelback Road, and
2. Adopt Resolution No. 11271 abandoning a 2,473 square foot portion of public street right-of-way at the northeast corner of the intersection of N. 75<sup>th</sup> Street and E. Indian Plaza, adjacent to a site located at 7501 E. Camelback Road, with Highway Commercial, Downtown Overlay (C-3 DO) zoning.
3. Adopt Resolution No. 11269 declaring the "Don & Charlie's Hotel Development Plan" as a public record.
4. Adopt Resolution No. 11270 authorizing Development Agreement 2018-168-COS.

### Goal/Purpose of Request

The applicant seeks approval to allow for a new limited service hotel with sub-grade parking. A change in zoning is needed primarily to allow for the proposed building height and floor area ratio (FAR). The abandonment is needed to fix the existing right-of-way configuration and eliminate an existing physical encroachment of the applicant's property into the right-of-way. The Infill Incentive District is needed to allow for the proposed parking reduction, and the Development Agreement is needed to memorialize a monetary contribution and construction responsibility associated with the request for bonus development standards (gross floor area ratio and building height).



### **Key Items for Consideration**

- PBD Criteria
- Infill Incentive (II) Goals and Policies
- Implements 2018 Old Town Character Area Plan policy regarding sensitive transitions and tourism-supportive uses
- Contextual compatibility of proposed building height and massing at the Old Town boundary
- Infill Incentive (II) required for applicant to utilize a Parking Master Plan (PMP) for a site less than two acres
- Parking Master Plan (PMP) proposes a parking reduction of 37% (227 spaces required, 145 provided)
- Existing infrastructure sufficient to accommodate proposal
- Public comment received by staff regarding proposed zoning map amendment
- Development Review Board recommended approval of Development Plan by a vote of 7-0
- Compensation in the amount of \$88,548 proposed for abandonment of the right-of-way
- Access not impacted by the proposed abandonment
- Conformance with the Transportation Master Plan and Local Area Infrastructure Plan
- No public comment received regarding proposed abandonment
- Planning Commission recommended approval of the ZN, II and AB cases with a vote of 5-0

### **OWNER**

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DVDE Partners  
480-385-2727

### **APPLICANT CONTACT**

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John Berry  
Berry Riddell  
480-385-2727

### **LOCATION**

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7501 E Camelback Rd

## BACKGROUND

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### General Plan

The Land Use Element of the General Plan designates the subject site as Mixed-Use Neighborhoods, which includes higher density residential, office and retail uses generally located in areas having access to multiple modes of transportation. Furthermore, the subject site is located within a General Plan designated Growth Area - specific locations within the community that are most appropriate for development focus, and will best accommodate future growth, new development, and redevelopment.

### Old Town Scottsdale Character Area Plan (OTSCAP)

Located within the boundary of the OTSCAP, a policy document that guides growth and development decisions for Scottsdale's downtown, the subject site is designated as Downtown Multiple Use within the Type 2 development area. Consequently, new development should strengthen this area of Old Town through the development of mutually supportive land uses, with higher scale, mixed-use projects. Furthermore, the subject site is within the Entertainment District, an area of Old Town generally defined by, but not limited to, a mix of hotels, nightclubs, restaurants, bars, residences, and service-oriented businesses.

### Zoning

The site was annexed into the City in 1951 (Ord. #1) and assigned Highway Commercial (C-3) zoning. In 2003, the Downtown Overlay was adopted for the entire downtown area, changing the zoning for the subject site to C-3 DO. There has been no zoning activity on the site since 2003.

### Context

Located on the south side of Camelback Road, approximately 600 feet west of Miller Road, the site is situated at the edge of Old Town. Commercial uses surround the property to the west, south and east; and to the north is low-scale single-story commercial office uses. Most building in the area range in height from single-story to seven stories (Envy Condominiums). This area of downtown has seen a significant change in character, with the Envy project introducing more intense vertical redevelopment. Please refer to attached context graphics.

### Adjacent Uses and Zoning

- North: Office/Personal Service, zoned Service Residential (S-R)
- South: Office, zoned C-3/P-3 DO and P-2 DO
- East: Office, zoned Downtown, Office Residential, Type 2 (D/OC-2 DO)
- West: Financial Institution (Bank), zoned C-3/P-3 DO and P-2 DO

### Other Related Policies, References:

- Zoning Ordinance
- City of Scottsdale General Plan 2001, as amended
- Old Town Scottsdale Character Area Plan (2018)
- Downtown Urban Design and Architectural Guidelines

- 2-AB-2018: Associated request for abandonment of portions of N. 75<sup>th</sup> Street and E. Indian Plaza (pending)

## APPLICANTS PROPOSAL

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### Development Information

The applicant proposes to redevelop a site that is currently occupied by a restaurant into a new hotel, consisting of one 6-story building and one level of sub-grade parking. Site design includes a main entry court off the intersection of N. 75<sup>th</sup> Street and E. Indian Plaza and a service area off the existing alley to the south. As part of the proposal for bonus development standards, the applicant has agreed to realign N. 75<sup>th</sup> Street to bring it into alignment with the segment on the north side of E. Camelback Road, and to improve the existing alley with a custom paving treatment to enhance the pedestrian experience and convert an otherwise utilitarian alley into a walkable space. Other highlights of the site design include replacement of outdated sidewalks on both street frontages with wider sidewalks detached from street curb, significant streetscape improvements on both street frontages, and a 2<sup>nd</sup> level amenity area for hotel guests, including a pool. As part of this proposal, the applicant also seeks approval of a PMP to allow for a 37% reduction in the required parking for the site. Per ordinance, 227 spaces are required, and 145 spaces are proposed. 114 spaces would be provided in the sub-grade garage, while the other 31 spaces would be provided remotely at the existing commercial center at the southwest corner of N. Miller Road and E. Camelback Road. The 31 remote spaces would be located within 600 feet of the project site and on the same side of E. Camelback Road as the project site, as required by ordinance.

The applicant also requests abandonment of a +/- 2,473 square foot portion of right-of-way at the intersection of N. 75<sup>th</sup> Street and E. Indian Plaza. Currently, parking for the existing restaurant use encroaches into the City's right-of-way. Additionally, the right-of-way configuration at the intersection is anomalous. This request would eliminate the existing 90-degree configuration, which is non-functional and obsolete, and replace it with a configuration more conducive to the existing street alignments.

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| • Existing Use:                          | Restaurant   |
| • Proposed Use:                          | Travel Accommodations (181 rooms)                            |
| • Parcel Size:                           | 40,126 square feet (+/- 0.92 acre)                           |
| • Building Height Allowed (Base):        | 72 feet (66 feet + 6 feet for rooftop appurtenances)         |
| • Building Height Allowed (PBD):         | 78 feet inclusive of rooftop appurtenances (w/ bonuses)      |
| • Building Height Proposed:              | 75 feet inclusive of rooftop appurtenances                   |
| • Parking Required:                      | 259 spaces   |
| • Parking Provided (PMP):                | 145 spaces (37% reduction; 114 on-site and 31 remote spaces) |
| • Gross Floor Area Ratio Allowed (Base): | 1.3  |
| • Gross Floor Area Ratio Allowed (PBD):  | 3.0 (w/ bonuses)   |



- Gross Floor Area Ratio Proposed: 1.71

## IMPACT ANALYSIS

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### Zoning Map Amendment

#### PBD Criteria

In accordance with Section 6.1304.B of the Zoning Ordinance, the Planning Commission shall make a recommendation to the City Council, based on the following PBD criteria:

1. Standard Criteria

- a. **The proposed development supports the Land Use Element of the General Plan and the Old Town Scottsdale Character Area Plan.**

The Land Use Element of the OTSCAP emphasizes the importance of *“maintaining Old Town Scottsdale as the commercial, cultural, civic and symbolic center of the community to ensure a vibrant mix of mutually supportive uses”* (Goal LU 1.1). Revitalization and redevelopment should provide the opportunity for downtown to remain competitive in local, regional, national and international markets (Policy LU 1.1). Additionally, one of the goals of the Land Use Element of the General Plan is to *“recognize Scottsdale’s role as a major regional economic and cultural center featuring business, tourism and cultural activities”*. To that end, land uses that support tourism activity and sustain a resort-like lifestyle should be promoted. This proposal would add travel accommodations to an area of Old Town that includes many restaurant and entertainment uses and is anticipated to energize this area of Old Town.

2. Criteria to achieve bonuses

- a. **The proposed Development Plan reflects noteworthy investments to provide public benefits, improve the quality of life for the community and assist in achieving the goals and policies of the General Plan, Old Town Scottsdale Character Area Plan and City objectives; primarily on the immediate vicinity of the neighborhood where the development will be located.**

In addition to the 1% contribution to the Downtown Cultural Improvements Program (DCIP) required to obtain a PBD, the applicant is required to demonstrate public benefit for the proposed bonus development standards (building height and Gross Floor Area Ratio (GFAR)). In this case, the applicant seeks approval for three feet of bonus building height (72 feet to 75 feet) and a bonus GFAR of 0.31 (19,406 square feet of bonus floor area). Per the formula provided in Table 6.1310.F of the Zoning Ordinance, the required contribution is **\$266,113**. The applicant proposes the following in exchange for the bonus development standards:

- **\$192,025:** Realignment of N. 75<sup>th</sup> Street from E. Indian Plaza to E. Camelback Road to align with the section on the north side of E. Camelback Road
- **\$74,088:** Contribution to the Downtown Special Improvements Fund

In addition to the above criteria, the Development Review Board made a recommendation of approval based on PBD design criteria, as follows:

**1. The Development Plan shall reflect the goals and policies of the Character & Design chapter of the Old Town Scottsdale Character Area Plan.**

*GOAL CD 1: The design character of any area should be enhanced and strengthened by new development that promotes contextual compatibility.*

- The design character of the area is comprised of a mix of small- and large-scale developments that span more than 50 years; and has been evolving to a more contemporary aesthetic with recent developments and adaptive reuse of existing buildings. The proposed building form is comprised of a variety of vertical and horizontal building forms that introduce a new contemporary urban character in the area; and responds to the Downtown urban environment and contextual design area by incorporating building forms that are distinctive, complementary and assist in establishing urban character that respects and contributes to the existing and evolving context, as well as the Sonoran Desert (DP CD 1.1, 1.2, and 1.4). Furthermore, the architectural features and defined building entry assist in providing a human scale and a pedestrian-oriented character that accomplishes contextual compatibility (DP CD 1.5, and 1.8).

*GOAL CD 2: Development should sensitively transition in scale, height, and intensity at the downtown plan boundary and between adjoining urban neighborhoods of differing development.*

- Per the recently adopted Old Town Character Area Plan (July of 2018), the proposed development site is located within the Entertainment District and is designated as Type-2. Development "Types" were established to "guide the physical and built form of Downtown Scottsdale" (DP Goal LU 3). One aspect of this objective is appropriate transition of massing and building height between higher-scale development types and lower-scale development types. In this case, the project site is located at the northern boundary of the Downtown Area. On the north side of Camelback Road are several residences that have been converted to low-scale office and personal service uses. All these buildings are single-story, approximately 15-20 feet in height. Section 6.1304.2.d of the PBD Overlay District requires development within 350 feet of the Downtown boundary to "incorporate standards that address appropriate transitions in building heights between the proposed development and the zoning districts abutting or adjacent to the development"

The proposed design attempts to provide transitioning by incorporating a significant, 40-foot stepback, beginning at 15 feet in height, along the Camelback Road frontage. Additionally, to reduce massing in general adjacent to street frontages, a large recess is proposed along the 75<sup>th</sup> Street frontage of the building. These steps lend a pedestrian scale to the street frontages and help to buffer the height and massing from the lower intensity commercial uses and residential to the north. Additionally, the Envy Condominiums approximately 135 feet southwest (8 stories and 97 feet in height) and the Hotel Indigo (5 stories and 60 feet in height) have already set a precedence for the area in terms of building height and massing.

*GOAL CD 3: Downtown development should respect and respond to the unique climate and context of the southwestern Sonoran Desert.*

- The proposed development includes 1<sup>st</sup> and 2<sup>nd</sup> level gathering spaces and the 2<sup>nd</sup> level includes a pool area along the Camelback Road frontage, providing ample opportunity for guests to enjoy open spaces. Recessed windows and building projections are proposed to provide a variety of shading elements and protection from solar heat gain. The gathering spaces and pool area result in usable outdoor space and attractive gathering areas that provide views to the northwest toward Camelback Mountain, and northeast to the McDowell Mountains (DP Policy CD 3.1).

*GOAL CD 4: Strengthen pedestrian character and create strong pedestrian linkages.*

- At street level, building storefront windows and the main lobby entrance are proposed adjacent to the Indian Plaza/75<sup>th</sup> Street frontage, and a restaurant space is proposed at the northwest corner of the building that will include a patio space to enhance interaction between patrons of the hotel and the pedestrian realm along the street frontages. Additionally, the existing 5-foot-wide sidewalk on Camelback Road is proposed to be replaced by a minimum 8-foot-wide sidewalk (detached from back of street curb), and a minimum 6-foot-wide sidewalk (also detached from back of street curb) on the Indian Plaza/75<sup>th</sup> Street frontage to provide a more comfortable and spacious pedestrian experience in what is anticipated to be a high-volume pedestrian area.

*GOAL CD 5: Create coherent and consistent street spaces.*

- The proposed development creates a consistent street space on both frontages by providing street trees and wider sidewalks detached from the street curb. As part of the subsequent Development Review Board submittal, the final design should demonstrate compliance with the Downtown Urban Design and Architectural Guidelines (DUDAG), to assist in promoting a regionally supportive landscape theme.

*GOAL CD 6: Incorporate a regional landscape palette that complements the downtown urban character.*

- Most exterior landscape opportunities for the proposed development plan are within the public right-of-way; and are required to be drought tolerant plants in accordance with the Scottsdale Revised Code (SRC). As part of this development, the applicant has agreed to incorporate a streetscape design that is consistent with the theme established by the Envy project across the street, contributing to what is anticipated to be an enhanced pedestrian experience and themed streetscape for the entire block. As part of the subsequent Development Review Board, the final design is to demonstrate compliance with the Downtown Urban Design and Architectural Guidelines (DUDAG), which assist in promoting a regionally supportive landscape theme.

*GOAL CD 7: The extent and quality of lighting should be integrally designed as a part of the built environment.*

- The proposed illumination levels are anticipated to comply with the Design Standards & Policies Manual for the Downtown Area, which should illuminate public and private spaces,

and building accents (DP CD 7.1). A comprehensive exterior lighting plan will be provided with the Development Review Board application. Additionally, the applicant has agreed to utilize the same pole-mounted light fixture currently in place along the west side of 75<sup>th</sup> Street and the south side of Indian Plaza that will also contribute to what is anticipated to be an enhanced pedestrian experience and themed streetscape.

*GOAL CD 8: Implement high quality design in downtown architecture.*

- The development incorporates stone, glass, metal paneling, and building forms that provide a complementary interpretation of the Sonoran Desert architectural design that is consistent with the Scottsdale Sensitive Design Principles; and implements a high-quality design, which is encouraged in the Downtown Area (DP CD 8.1, 8.2, 8.3, and 8.4). In addition, the design incorporates recessing, vertical and horizontal elements, and overhangs that provide shaded entries, patios, balconies, and windows (DP CD 8.2).

**2. The site development standards and building form shall be in conformance with the Old Town Scottsdale Character Area Plan Urban Design & Architectural Guidelines.**

- The proposed building design incorporates a variety of vertical and horizontal building elements along both street frontages, with organized distinct horizontal parts. To assist in mitigating the linear and tall vertical form, the building design incorporates a variety of vertical and horizontal recesses, as well as a significant stepback adjacent to Camelback Road to provide differentiation to building planes and pedestrian scale development at street level. These design features also assist in reducing the buildings perceived height and bulk.

The Downtown Plan indicates that Type 2 areas of the Downtown are higher scale (height and intensity/density) developments located outside of the Type 1 areas (Old Town, Main Street, 5<sup>th</sup> Avenue, Marshall Way, and Craftsman Court) and the DUDAG outlines the planned architectural character and building forms Type 2 areas. The DUDAG specifies that apparent size and bulk of larger architectural forms of buildings over three stories tall should be reduced at the top of the building to provide a reduced appearance of the building mass; with the intent being to minimize the apparent bulk of the building adjacent to the Downtown boundary. For this project, this is accomplished by providing a minimum 40-foot stepback at 15 feet in height along Camelback Road.

**3. The Development Plan shall incorporate standards for development within 350 feet of the Old Town Scottsdale Boundary that address appropriate transitions in building heights between the proposed development and the zoning districts abutting or adjacent to the development.**

- The proposed design implements a minimum 40-foot stepback at 15 feet in height to minimize height and massing along the Camelback Road frontage and provide a pedestrian scale at the street level.

**4. The Development Plan shall incorporate standards for development in the Downtown Regional Use - Type 2 or Downtown Medical - Type 2 Areas, and within 100 feet of the Downtown Multiple Use - Type 2 or Downtown Civic Center - Type 2 Areas, that address**

**appropriate transitions in building heights between the proposed development and the Downtown Multiple Use - Type 2 or Downtown Civic Center - Type 2 Areas.**

- The development is not within the Downtown Regional Use - Type 2 or Downtown Medical - Type 2 Areas.
- 5. The Development Plan for development within 100 feet of a Type 1 Area shall incorporate standards that address appropriate landscape materials and transitions in building heights between the proposed development and the Type 1 Area.**
- The proposed development is not within 100 feet of a Type 1 area.
- 6. The Development Plan shall incorporate standards for development adjacent to public streets that include sidewalks, pedestrian linkages, building forms, and architectural features, that address human scale and pedestrian orientation.**
- The proposed design of the building incorporates a variety of building forms and architectural features. Overhangs, recessing for windows and differentiation in horizontal planer surfaces provide definition to the building. A grade-level patio for the restaurant, pronounced building entrance, wider sidewalks, and street trees assist in providing a human scale to the development and enhance the pedestrian experience.
- 7. The pedestrian circulation shall be accessible and easy to navigate and incorporate open space and pedestrian linkages to the public pedestrian circulation network.**
- An 8-foot-wide clear sidewalk detached from the street curb is proposed along the Camelback Road frontage, and a 6-foot-wide clear sidewalk detached from street curb is proposed along the 75<sup>th</sup> Street frontage; both of which should enhance circulation around the site and provide a comfortable walking experience for pedestrians.

### **Downtown Infill Incentive Plan**

The Downtown Infill Incentive District and Infill Incentive Plan allow modifications to the Property Development Standards; in addition to those standards that may be specified in the Development Plan, in accordance with the Planned Block Development (PBD) Overlay District. These include building height and other development standards and related criteria. The goals of the Downtown Infill Incentive Plan (DIIP) provide the criteria for amending these standards. The most significant goal and objective of the DIIP related to this application is, Goal 1 and Objective 1.1, which states in part that "... provisions of the Downtown Infill Incentive District for a development shall implement the goals, approaches, and policies of the General Plan and Old Town Scottsdale Character Area Plan related to infill redevelopment...".

The proposed use for the site is a new hotel that includes a first-floor restaurant, consistent with the General Plan Mixed Use Neighborhoods designation and OTSCAP Downtown Multiple Use designation. These designations encourage a diverse range of residential and non-residential uses that invigorate an area through mutually supportive land uses in new developments, redevelopment and infill development (GP LU 9, and DP 2.5). Furthermore, the proposed development maintains and strengthens Scottsdale's reputation as a tourism destination with a

diversity of high quality travel accommodations that cater to a diverse spectrum of character supportive local hotels and resorts (GP EV 1). The proposed development will utilize existing urban resources (which include the utility infrastructure systems, and transportation networks) to redevelop underutilized properties (LU 7.2). The applicant's proposal includes a comprehensive summary of how the requested zoning conforms to the policies of the General Plan and OTSCAP.

### **Transportation**

A Traffic Impact and Mitigation Analysis (TIMA) was submitted as part of this application. The TIMA indicates the proposed hotel/restaurant generates 1,033 more vehicle trips per day than the existing restaurant.

The applicant also requested approval of a Parking Master Plan (PMP) for the project as part of this proposal; which has been accepted by both the Current Planning Transportation Divisions. Section 9.104.F of the Zoning Ordinance allows applicants to pursue approval of a PMP to promote safe and efficient design of parking facilities on sites larger than two acres. As previously indicated, the applicant is seeking approval of an IID to allow a PMP to be utilized on a site less than two acres (+/- 0.92 acre). The City recognizes that strict application of required parking standards may result in excessive pavement and impermeable surfaces, and may discourage the use of alternate transportation modes. In this case, required parking per ordinance would be 259 spaces (1.25 spaces per room). The applicant seeks approval of a PMP that would provide 145 spaces (or .8 spaces per room); which represents a decrease of 37%. The applicant's justification for the reduction is as follows:

- Per the 4<sup>th</sup> edition of the Institute of Transportation Engineers (ITE) Parking Generation Analysis, average parking demand in urban areas for similar hotel uses is 0.64 spaces per room during the week and 0.9 spaces per room on weekends (Scottsdale requires 1.25 spaces per room).
- Scottsdale's parking requirement exceeds 13 other major cities across the country
- Scottsdale's parking requirement for conference facilities exceeds 10 of the 13 cities surveyed. Of those 10 cities, 6 have no parking requirement for conference facilities.
- Several other cities across the country have no parking requirement for hotel uses in urban areas
- The project is located within walking distance of retail restaurant and entertainment uses; which promotes and invites alternative modes of transportation.
- Free trolley service and rideshare options (Uber and Lyft) are available and contribute to the reduction in reliance on personal vehicles; thereby reducing parking demand.

The reduction in parking is most defensible because of the increasing use of rideshare options. Broader comparison to other cities nationally is not as reliable due to the unique circumstances and expectations of residents and businesses in Scottsdale. Some Arizona cities (Tempe, Chandler) invest heavily in parking infrastructure and benefit from a lack of private parking

### **Water/Sewer**

Preliminary Basis of Design Reports for water and waste water were submitted as part of this application and have been accepted by the Water Resources Division. The applicant will upgrade all infrastructure as needed to accommodate the proposed project.

### **Public Safety**

The City's public safety divisions have reviewed the application and determined that existing facilities are sufficient to provide service for the proposed use. No impacts to existing service levels are anticipated.

### **Community Involvement**

Property owners within 750 feet of the site have been notified by mail of the applicant's request and the site is posted with the required signage. Additionally, a list of Interested Parties for zoning applications which is maintained by the City has also been notified. The applicant held an Open House on 3/5/18 at the Scottsdale Marriott Suites Old Town from 5 PM to 6 PM. According to the applicant's report, there were 24 attendees, all of whom were generally supportive of the project. Several residents of the nearby Envy condominium building expressed concerns about the potential for views to be blocked and one attendee who lives in the single-family residential neighborhood on the north side of E. Camelback Road inquired about the potential for noise generated from the proposed amenity area.

### **Abandonment**

#### **Traffic/Trails**

A one-way drive aisle is proposed to loop through the site that will provide ingress and egress on to N. 75<sup>th</sup> Street. The proposed abandonment does not conflict with this plan, nor does it affect access to any adjacent properties. There are no existing or proposed trails affected by the proposed abandonment.

#### **Emergency/Municipal Services**

All existing emergency and service vehicle access to properties surrounding the site will be maintained and provided by existing streets. No impacts to service levels are anticipated.

#### **Public Utilities**

All public utilities have been notified of the applicant's request and, with the exception of the City's Water Resources Division, have indicated no conflicts with the proposed abandonment. There is an existing active water line in the abandonment area that will need to be relocated as part of the proposed development. The existing line will be relocated into the remaining right-of-way, so no additional easements are necessary.

## OTHER BOARDS & COMMISSIONS

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### Development Review Board

The proposed Development Plan was considered by the Development Review Board at the 8/2/18 hearing. After a staff presentation, the Board recommended approval of the plan by a vote of 7-0. There was no public comment.

### Planning Commission

Planning Commission considered all related cases (ZN, II and AB) at the 9/12/18 hearing and recommended approval with a vote of 5-0. There was one citizen who spoke at the hearing with concerns about noise from the amenity area, and one citizen who spoke in favor of the project.

### Staff's Recommendation to Planning Commission

1. Staff recommended that the Planning Commission find that the Planned Block Development Overlay criteria and Infill Incentive Plan Criteria have been met, and determine that the proposed zoning district map amendment is consistent with and conforms to the adopted General Plan and the adopted Old Town Scottsdale Character Area Plan, and make a recommendation to City Council for approval of a zoning district map amendment from Highway Commercial, Downtown Overlay (C-3 DO) to Downtown/Downtown Multiple Use, Type 2, Planned Block Development, Downtown Overlay with Infill Incentive District (D/DMU-2 PBD DO), with an Infill Incentive District (II), Development Plan and parking reduction of 37% on a +/- .92-acre parcel, located at 7501 E. Camelback Road, and
2. Staff recommended that the Planning Commission make a recommendation to City Council for approval to abandon a 2,473 square foot portion of public street right-of-way at the northeast corner of the intersection of N. 75th Street and E. Indian Plaza, adjacent to a site located at 7501 E. Camelback Road, with Highway Commercial, Downtown Overlay (C-3 DO) zoning, subject to the following:
  - a. The property owner shall pay compensation to the City, in an amount to be determined for abandonment of the public interest in the right-of-way.



## RECOMMENDATION

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### Recommended Approach:

1. Adopt Ordinance No. 4366 approving a zoning district map amendment from Highway Commercial, Downtown Overlay (C-3 DO) to Downtown/Downtown Multiple Use, Type 2, Planned Block Development, Downtown Overlay (D/DMU-2 PBD DO), with an Infill Incentive District (II), Development Plan and parking reduction of 37% on a +/- .92-acre parcel, located at 7501 E. Camelback Road, and
2. Adopt Resolution No. 11271 abandoning a 2,473 square foot portion of public street right-of-way at the northeast corner of the intersection of N. 75<sup>th</sup> Street and E. Indian Plaza, adjacent to a site located at 7501 E. Camelback Road, with Highway Commercial, Downtown Overlay (C-3 DO) zoning, subject to the following:
  - a. The property owner shall pay compensation in the amount of \$88,548 for abandonment of the public interest in the right-of-way.
3. Adopt Resolution No. 11269 declaring the “Don & Charlie’s Hotel Development Plan” as a public record.
4. Adopt Resolution No. 11270 authorizing Development Agreement 2018-168-COS.

## RESPONSIBLE DEPARTMENT

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### Planning and Development Services

Current Planning Services

## STAFF CONTACT

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Greg Bloemberg  
Senior Planner  
480-312-4306  
E-mail: [gbloemberg@ScottsdaleAZ.gov](mailto:gbloemberg@ScottsdaleAZ.gov)

**APPROVED BY**


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Greg Bloemberg, Report Author

9-21-18  
Date



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

9/21/2018  
Date



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

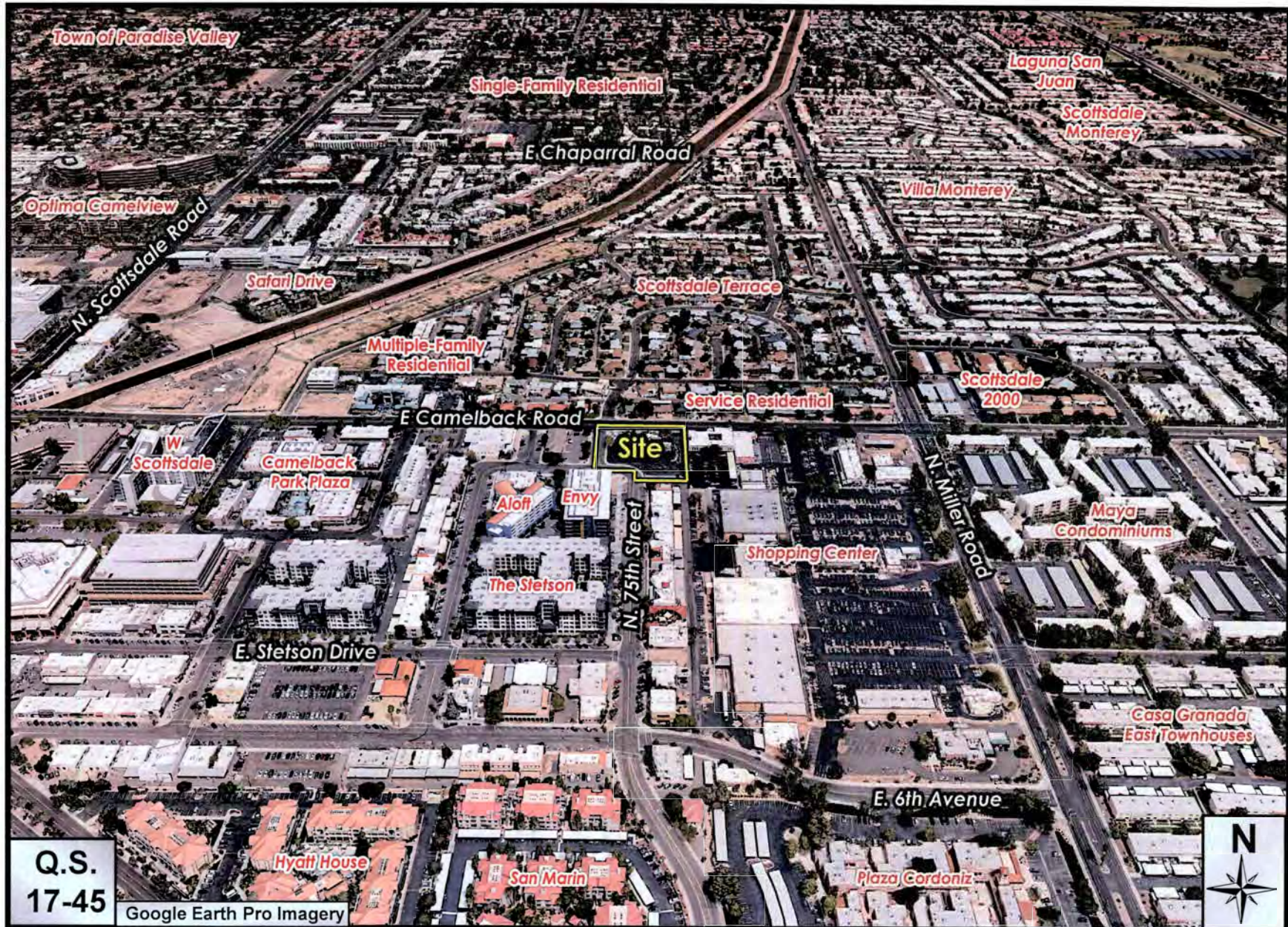
9/21/18  
Date

**ATTACHMENTS**

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1. Context Aerial
- 1A. Aerial Close-Up
2. Ordinance No. 4366
  - Exhibit 1: Stipulations
  - Exhibit 2: Zoning Map
3. Resolution No. 11269
  - Exhibit A: "Don & Charlie's Hotel Development Plan"
4. Resolution No. 11271
5. Resolution No. 11270
6. Contract: 2018-168-COS
7. Additional Information
8. Old Town Scottsdale Character Area Plan Land Use Map
9. Current Zoning Map
10. Proposed Zoning Map
11. Traffic Impact Summary
12. Parking Master Plan Summary
13. Abandonment Narrative
14. Citizen Involvement/Public Comment
15. City Notification Map
16. 8/2/18 Development Review Board Minutes
17. 9/12/18 Planning Commission Minutes
18. 9/12/18 Planning Commission Comment Cards









Don & Charlie's Hotel

2-ZN-2018

ORDINANCE NO. 4366

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 2-ZN-2018 AND CASE NO. 1-II-2018 FROM HIGHWAY COMMERCIAL, DOWNTOWN OVERLAY (C-3 DO) TO DOWNTOWN/DOWNTOWN MULTIPLE USE, TYPE 2, PLANNED BLOCK DEVELOPMENT, DOWNTOWN OVERLAY (D/DMU-2 PBD DO), WITH AN INFILL INCENTIVE DISTRICT (IID), AND DEVELOPMENT PLAN ON A +/- .92-ACRE PARCEL, LOCATED AT 7501 E. CAMELBACK ROAD.

WHEREAS, the Planning Commission held a hearing on September 12<sup>th</sup>, 2018;

WHEREAS, the City Council held a hearing on October 16<sup>th</sup>, 2018; 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. 2-ZN-2018.

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

Section 1. That the "District Map" adopted as a part of the Zoning Ordinance of the City of Scottsdale, showing the zoning district boundaries, is amended by rezoning a +/- .92-acre parcel located at 7501 E. Camelback Road and marked as "Site" (the Property) on the map attached as Exhibit 2, incorporated herein by reference, from Highway Commercial, Downtown Overlay (C-3 DO) to Downtown/Downtown Multiple Use, Type 2, Planned Block Development, Downtown Overlay (D/DMU-2 PBD DO) zoning with an Infill Incentive District and by adopting that certain document entitled "Don & Charlie's Hotel Development Plan" declared a public record by Resolution 11269 which is incorporated into this ordinance by reference as if fully set forth herein.

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

PASSED AND ADOPTED by the Council of the City of Scottsdale this \_\_\_\_ of \_\_\_\_\_, 2018.

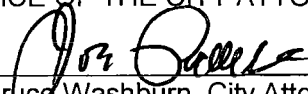
ATTEST:

CITY OF SCOTTSDALE, an Arizona  
Municipal Corporation

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

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By:  \_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Joe Padilla, Deputy City Attorney

## **Stipulations for the Zoning Application:**

### **Don & Charlie's Hotel**

**Case Number: 2-ZN-2018 and 1-II-2018**

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

#### **Stipulation text in bold and strikethrough amended after Planning Commission hearing**

#### **SITE DESIGN**

1. PROTECTION OF ARCHAEOLOGICAL RESOURCES. Any development on the property is subject to the requirements of Scottsdale Revised Code, Chapter 46, Article VI, Protection of Archaeological Resources, Section 46-134 - Discoveries of archaeological resources during construction.
2. CONFORMANCE TO DEVELOPMENT PLAN. Development shall conform with the Development Plan, entitled "Don & Charlie's Hotel Development Plan", on file with the City Clerk and made a public record by Resolution No. 11269 and incorporated into these stipulations and ordinance by reference as if fully set forth herein. Any proposed significant change to the Development Plan, as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.
3. CONFORMANCE TO DEVELOPMENT STANDARDS. Development shall conform with the development standards that are included as part of the Development Plan. Any change to the development standards shall be subject to additional public hearings before the Planning Commission and City Council.
4. CONFORMANCE TO DEVELOPMENT AGREEMENT. Development shall comply with the conditions of the development agreement attached as Exhibit A to Resolution No. 11269. Any change to the development agreement shall be subject to City Council approval.
5. RIGHT-OF-WAY ABANDONMENT. Prior to approval of any subsequent Development Review Board application, the associated request for abandonment (7-AB-2018) shall be approved by City Council.
6. AMENITY AREA. There shall be no exterior amplified noise generated from the ~~second-level~~ amenity area after 10:00 PM on weekdays, and 11:00 PM on weekends and holidays, at levels higher than 68 decibels, measured from the north right-of-way line of E. Camelback Road.
7. 75<sup>TH</sup> STREET REALIGNMENT. With the Development Review Board application, a conceptual design plan for the realignment of N. 75<sup>th</sup> Street adjacent to the site shall be provided for review and approval by the Traffic Engineering Division.
8. ALLEY IMPROVEMENTS. With the Development Review Board application, plans and details shall be submitted indicating proposed improvements for the alley along the southern edge of the site. The alley shall be improved with a custom paving treatment, subject to approval by the Street Operations Division.
9. STREETSCAPE IMPROVEMENTS. With the Development Review Board submittal, the applicant shall provide plans and details confirming streetscape improvements on the N. 75<sup>th</sup> Street and E. Indian

Plaza frontages will match the improvements provided as part of the Envy Project on the west side of N. 75<sup>th</sup> Street, including custom pole-mounted light fixtures.

10. OVERHEAD ELECTRIC AND COMMUNICATION FACILITIES. With the construction document submittal, the owner shall submit plans and documentation demonstrating the overhead electric lines adjacent to the parcel will be placed underground, in accordance with Section 47-80 of the Scottsdale Revised Code.
11. PARKING. A minimum of 114 vehicular parking spaces shall be provided on-site. The owner shall also maintain an Assurance of Remote Parking with Camel Investments LLC, owner of Camelback Miller Plaza, located at the southwest corner of N. Miller Road and E. Camelback Road, for a minimum of 31 spaces. If after three years in operation, sufficient evidence can be provided by the owner of the subject property that the additional 31 spaces are not needed, the Assurance of Remote Parking may, at the discretion of ~~the~~ City staff, be terminated.

### **DEDICATIONS**

11. RIGHT-OF-WAY DEDICATIONS. Prior to issuance of any permit for the development project, the owner shall make the following fee simple right-of-way dedications to the City of Scottsdale:
  - a. E. CAMELBACK ROAD. Forty-five (45)-foot dedication, for a total forty-five (45)-foot wide south half-right-of-way width.
  - b. N. 75<sup>th</sup> STREET. Variable dedication required for the realignment of N. 75<sup>th</sup> Street with the existing N. 75<sup>th</sup> Street on the northside of Camelback Road. At the time of the Design Review Board submittal the owner shall submit and obtain approval from the Transportation Department of a design for this intersection.
  - c. E. INDIAN PLAZA AND N. 75<sup>TH</sup> STREET. Twenty-five (25)-foot radius at these intersections along the property frontage prior to the release of any existing rights of way.
  - d. ALLEY. Four (4)-foot dedication along the north alleyway, for a total twenty (20)-FOOT full-alley right-of-way width.
12. SIGHT VISIBILITY TRIANGLES. Prior to issuance of any permits, the owner shall dedicate all Sight Distance and Corner Safety Triangles at the proposed driveways and at street intersections.
13. PUBLIC NON-MOTORIZED ACCESS EASEMENT. Prior to issuance of any permits, the owner shall show dedicate a Public Non-Motorized Access Easement over any portion of street sidewalk that encroaches onto the project site.
14. VEHICLE NON-ACCESS EASEMENT. Prior to issuance of any permits for the development project, the owner shall dedicate a one-foot wide Vehicular Non-Access Easement adjacent to the E. Camelback Road and N. 75<sup>TH</sup> Street along the property frontage, except at approved driveway entrances.

### **INFRASTRUCTURE**

15. CONSTRUCTION COMPLETED. Prior to issuance of any Certificate of Occupancy, the owner shall complete all the infrastructure and improvements required by the Scottsdale Revised Code and these stipulations.
16. STANDARDS OF IMPROVEMENTS. All improvements (curb, gutter, sidewalk, curb ramps, driveways, pavement, concrete, water, wastewater, etc.) shall be constructed in accordance with the applicable City of Scottsdale Supplements to the Maricopa Association of Governments (MAG) Uniform



Standard Specifications and Details for Public Works Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, the Design Standards and Policies Manual (DSPM), and all other applicable city codes and policies.

17. CIRCULATION IMPROVEMENTS. Prior to issuance of any permits, the owner shall submit and obtain approval of construction documents to construct the following improvements:

a. N. 75<sup>th</sup> STREET.

1. Construct full-street improvements (curb, gutter, sidewalk, ramps, pavement, etc.) to realign N. 75<sup>th</sup> Street between E. Camelback Road and E. Indian Plaza with N. 75<sup>th</sup> Street to the north in accordance with the Local – Commercial, as specified in the DSPM Figure 5-3.21 and modified per the Transportation Department.
2. Construct minimum six-foot wide sidewalk, detached from back of street curb.
3. Construct traffic calming measures south of site, i.e. exaggerated landscape islands and/or striping, to slow vehicular traffic traveling north.

b. E. CAMELBACK ROAD.

1. Remove the existing site driveway and replace with curb/gutter/sidewalk.
2. Construct minimum eight-foot wide sidewalk detached a minimum of four feet from back of street curb.
3. All overhead powerlines for the existing streetlights adjacent to parcel shall be placed underground.

c. E. INDIAN PLAZA AND N. 75<sup>TH</sup> STREET INTERSECTION.

1. Construct the site driveway to have a minimum width of 20-feet and be in accordance with COS Standard Detail 2256, CL-1 type driveway.
2. Remove and replace the existing curb ramps at the intersection of N. 75<sup>th</sup> Street and East Camelback Road to accommodate the roadway realignment new sidewalk to be constructed with required improvements.

d. ALLEYWAY.

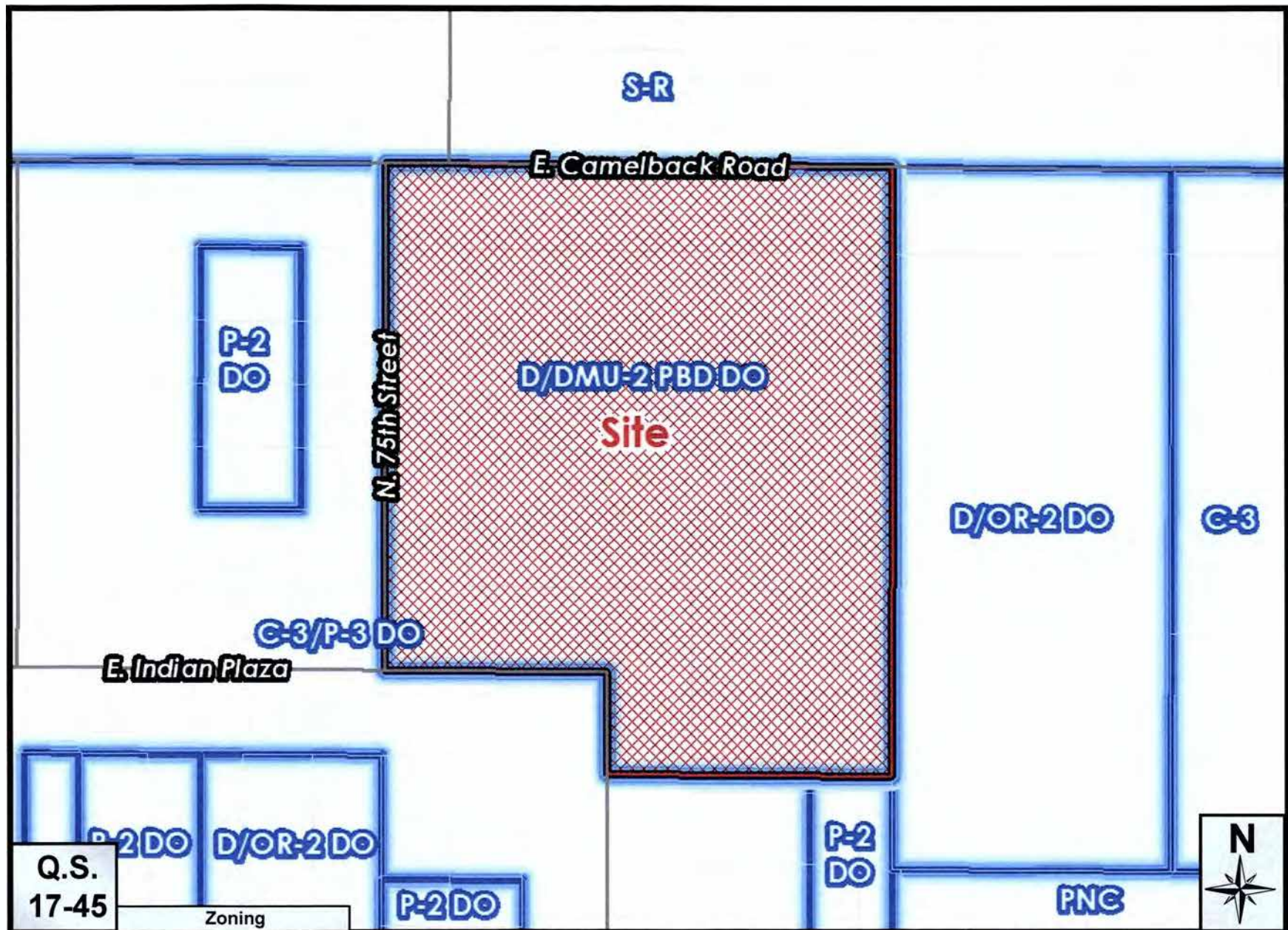
1. At the time of the Development Review Board submittal, the owner shall provide documentation from the owner of the parcel to the south for any proposed construction on that property
2. At the time of the Development Review Board submittal, the owner shall provide plans and obtain approval for the resurfacing of the alleyway along the south frontage.

18. WATER AND WASTEWATER IMPROVEMENTS. The owner shall provide all water and wastewater infrastructure improvements, including any new service lines, connection, fire-hydrants, and man-holes, necessary to serve the development.



**REPORTS AND STUDIES**

19. DRAINAGE REPORT. With the Development Review Board submittal, the owner shall submit a final Drainage Report in accordance with the Design Standards and Policies Manual for the development project. In the drainage report, the owner shall address/respond to the following:
  - a. Analysis quantifying the depth and quantity of off-site flows to assure lowest floor elevation is safe from inundation
  - b. Justification for the hydrology and hydraulics associated with the proposed lowest floor elevation
20. BASIS OF DESIGN REPORT (WATER). With the Development Review Board submittal, the owner shall submit and obtain approval from the Water Resources Department on a final Water Basis of Design Report for the development project in accordance with the Design Standards and Policies Manual. In the basis of design report, the owner shall address:
  - a. All comments noted in the Preliminary Basis of Design Report must be addressed to the satisfaction of the Water Resources Department.
21. BASIS OF DESIGN REPORT (WASTEWATER). With the Development Review Board submittal, the owner shall submit and obtain approval from the Water Resources Department on a final Wastewater Basis of Design Report for the development project in accordance with the Design Standards and Policies Manual. In the basis of design report, the owner shall address:
  - a. All comments noted in the Preliminary Basis of Design Report must be addressed to the satisfaction of the Water Resources Department.



Q.S.  
17-45

Zoning

Don & Charlie's Hotel

Ordinance No. 4366  
Exhibit 2  
Page 1 of 1

2-ZN-2018

RESOLUTION NO. 11269

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF SCOTTSDALE AND ENTITLED "DON & CHARLIE'S HOTEL DEVELOPMENT PLAN".

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

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

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

Section 1. That certain document entitled "Don & Charlie's Hotel Development Plan", attached as exhibit 'A', a paper and an electronic copy of which are on file in the office of the City Clerk, is hereby declared to be a public record. Said copies are ordered to remain on file with the City Clerk for public use and inspection.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this \_\_\_\_ day of \_\_\_\_\_, 2018.

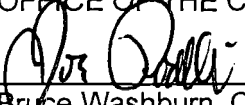
ATTEST:

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

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Joe Padilla, Deputy City Attorney

**Don & Charlie's Hotel Development Plan  
2-ZN-2018 and 1-II-2018**

***Don & Charlie's Hotel***  
***Rezoning & Infill Incentive District***  
***2-ZN-2018 & 1-II-2018***

***Project Narrative***



Revised: July 9, 2018

**Prepared by:**

Berry Riddell, LLC  
John V. Berry, Esq.  
Michele Hammond, Principal Planner  
6750 E. Camelback Road, Suite 100  
Scottsdale, AZ 85251  
480-385-2727

**Letter from Don Carson**



March, 2018

Dear Friend,

For over thirty years, I have had the honor of hosting you at Don and Charlie's in beautiful, Downtown Scottsdale. Those years have been great fun and have created a life time of memories for me. It has come time though, for me to slow down and spend more time with my family.

Scottsdale continues to excel as a tourism destination and being a part of the City's hospitality community has been very special to me. With that in mind, I spent time thinking about what the next great use might be on the site of Don and Charlie's that would continue the goal of creating a hospitality destination that benefits Scottsdale.

Providing a unique boutique hotel that would house a restaurant recognizing the legacy of Don and Charlie's accomplishes my goal of ensuring that this property (that has been in my family for almost 50 years) will live on as part of Scottsdale's hospitality industry. I am excited for you to look at our preliminary plans and look forward to moving ahead in this redevelopment process.

The redevelopment process will take some time, so Don and Charlie's is open and as busy as ever! Please continue to join me for great food and great company as we work our way through the City of Scottsdale's zoning process and anticipate the arrival of a new hospitality venue in our City that will encompass Don and Charlie's 2.0!

Your friend,

A handwritten signature in dark ink, appearing to read "Don". The signature is written in a casual, cursive style with a large, looped "D" and a trailing "on".

Don Carson



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## **I. Property Information**

### ***Location:***

- 7501 E. Camelback, southeast corner of 75<sup>th</sup> Street and Camelback Road (the “Property”)

### ***Property Size:***

- Total Site Area: 1.44+/- gross acres (62,567s.f.)

## **II. Current/Proposed Zoning**

### ***Current***

- C-3 DO (Highway Commercial – Downtown Overlay)

### ***Proposed***

- D/DMU-2 PBD DO with IID (Downtown/Downtown Multiple Use Type 2 Planned Block Development Downtown Overlay with Infill Incentive District)

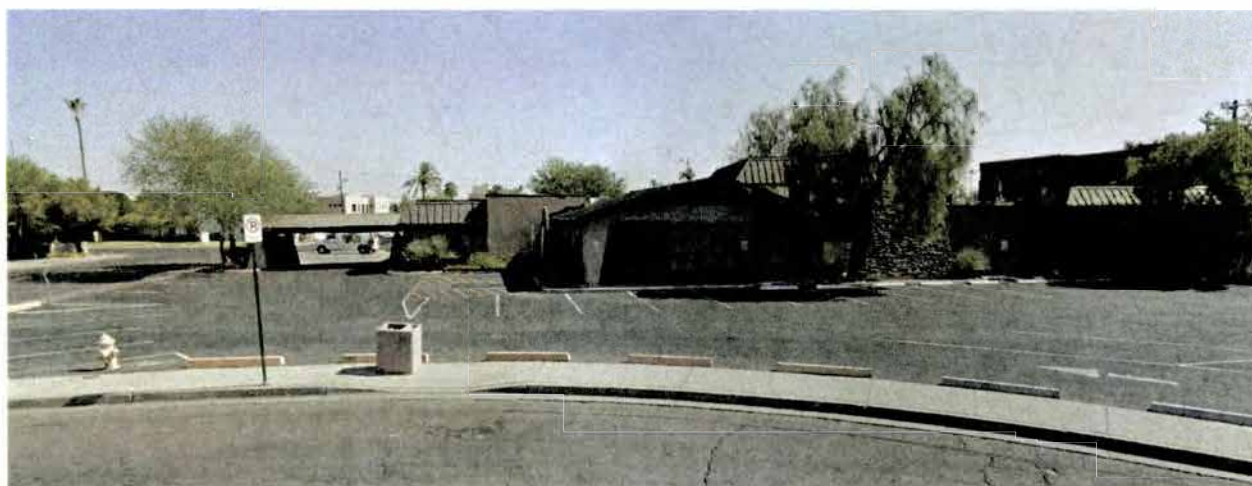
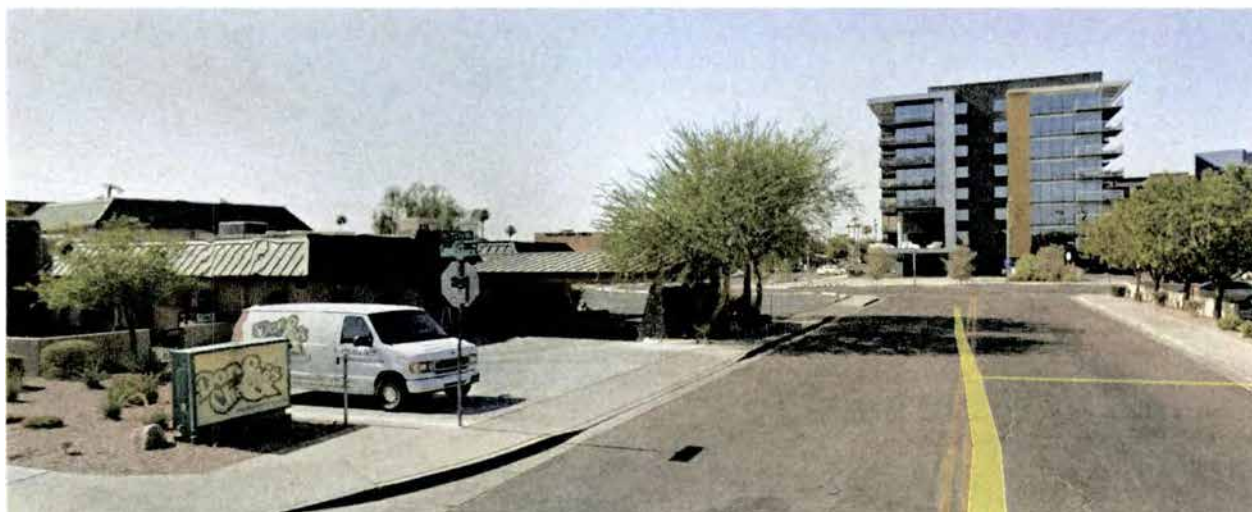
### **Context Aerial**



Resolution No. 11269  
Exhibit A  
Page 5 of 71



Existing Streetscape



Resolution No. 11269  
Exhibit A  
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### **III. Project Overview**

The request is to rezone the property located at 7501 E. Camelback Road (the “Property”) currently occupied by the Don & Charlie’s restaurant in Old Town\* Scottsdale. The site is 62,567+/- gross s.f (1.44+/- gross acres) and is situated at the southeast corner of 75<sup>th</sup> Street and Camelback within the Scottsdale Entertainment District. The rezoning request is from C-3 DO to the D/DMU-2 PBD DO with an Infill Incentive District (“IID”) in conformance with the Downtown Plan to allow for the development of the Don & Charlie’s Hotel (“Hotel”) with approximately 181+/- guest rooms, a restaurant, conference space and onsite hotel amenities. Building height is proposed to be a total of 75’ in height (including mechanical) with 6-stories and a gross floor area ratio (“GFAR”) of 1.71. The focused-service boutique hotel will cater to both the corporate traveler and leisure traveler by providing tourist accommodations in the core of the City with a range of nearby cultural venues, employment, entertainment, retail and support services.

*\*Note: The City has officially rebranded Downtown in its entirety as “Old Town”, therefore the term “Old Town” will be referenced throughout this narrative implying all of Downtown.*

The rezoning request to D/DMU- 2 PBD DO with IID includes a request to increase GFAR ratio (as defined in the Downtown Ordinance) from 1.4 to 1.71, an increase in building height from 66’ + 6’ for mechanical (72’ base height) to 75’ including mechanical, and amended development standards including the stepbacks along the Downtown Boundary (Camelback Road). Bonus calculations to achieve additional height and GFAR and building height are provided below. The IID is being utilized to modify the Sec.6.1308. E. 2. of the Zoning Ordinance to allow for modified development standards along the Downtown Boundary and Sec. 9.104. F.1. of the Zoning Ordinance to allow for a parking master plan on a site that is less than 2 acres. In this instance, the Property is subject to a parking master plan on 1.44 +/- gross acres. The parking master plan provides justification to fulfill the parking requirement.

Don Carson has been active in the community and the hospitality industry for over 30 years. His family has owned this Property since 1959. Don is exploring the next opportunity for himself and the Property. With his lifelong ties to tourism in Scottsdale, Don wanted to provide a signature hospitality use at this location that would help Scottsdale continue to flourish as a tourism destination. He is working closely with a local developer on the next appropriate use for this prime Downtown location, which includes a boutique hotel that may encompass a restaurant celebrating the legacy of Don and Charlie’s.

#### **OpWest Development Company**

OpWest Development Company (“OpWest”) is a full service real estate investment and development firm with offices in both Phoenix and Tucson. OpWest focuses on value-add real estate investments with an emphasis in mixed-use development including hospitality, retail, residential, office and land.

The principals of OpWest have invested in and participated in the development of over \$4 billion in real estate throughout the United States. OpWest has extensive brand relationships including

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Marriott, Montage, Hilton, Hyatt, Kimpton/IHG, Four Seasons, Viceroy, Two Roads, IHG Hotels and others.

**Don & Charlie's (Lettuce Entertain You)**

Don Carson, the entrepreneur behind Don & Charlie's, along with his family, has played an active role in creating the vision for the proposed project as well as working with OpWest on a viable succession plan for Don & Charlie's 2.0. The team continues to work together in an effort to locate an updated Don & Charlie's within the Hotel and it is contemplated that Lettuce Entertain You will remain the operator of the restaurant once the Hotel is open.

**TynanGroup**

The TynanGroup will provide project management and construction management services for the Hotel. TynanGroup, Inc. is a national, real estate development services firm with more than \$4 billion worth of project experience. TynanGroup is a leader in the industry whose local involvement includes, among others, the AC Hotel Tempe, the Sheraton Grand, the Ritz Carlton Paradise Valley, Westin Kierland and Le Auberge Sedona.



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### **Bonus Provisions/Special Improvement Calculations (2018 CY)**

#### **Bonus Height**

- Increase in building height from (66' + 6' for mechanical) 72' to 75' including mechanical = 3'.

#### **Formula**

$3 F_{BH} = [T_{CE} / (1.035)^{(CY-2013)}] \times 0.0001$  which equals: \$35,631 for a base year of 2018

#### **Bonus GFAR**

- Gross site area = 1.4363+/- acres or 62,567 s.f.
- Base GFAR per PBD= 1.4 or 87,594 s.f.
- Total non-residential building area proposed = 1.71 GFAR or 107,000 s.f.
- Proposed increase in GFAR from 1.4 to 1.71= increase of 0.31 or 19,406 s.f.

#### **Formula**

$19,406 SQ_{BA} = [T_{CE} / (1.035)^{(CY-2013)}] \times 0.1$  which equals: \$230,482 for a base year of 2018

CY = Current Year

F<sub>BH</sub> = Feet of bonus height

SQ<sub>BA</sub> = Square feet of gross floor area bonus

T<sub>CE</sub> = Total Construction Cost Estimate

<b>Total: \$266,113</b>
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The special improvement bonus funds associated with the Don & Charlie's Hotel project for the requested bonus height will be paid by the developer. A development agreement detailing the allocation of the special improvement bonus funds will be submitted to the City prior to the City Council hearing. The applicant will, in conjunction with City Staff and the City Council and the Ordinance provisions in effect at the time of the City Council hearing, determine how such funds shall be allocated.

### **Cultural Improvements Program**

As required by the PBD, contributions to the Cultural Improvements Program include original works of art costing a minimum of 1 percent of the applicable building valuation at the time of permitting. The developer is electing to provide all of this requirement as an in-lieu fee to the Downtown Cultural Trust Fund (DCTF) to be dispersed in accordance with the Zoning Ordinance Sec. 7.1000 with a request that the funds be spent on the proposed pedestrian "Art Bridge" and/or associated improvements planned for the canal crossing north of Camelback Road.



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#### **IV. Infill Incentive District Goals & Objectives**

***Goal 1: Encourage infill development of vacant parcels, and the revitalization and/ or redevelopment of existing buildings in Downtown Scottsdale.***

***Objective 1.1: The provisions of the Downtown Infill Incentive District for a development shall implement the goals, approaches, and policies of the General Plan and Downtown Plan related to infill development of vacant parcels, and the revitalization and/or redevelopment of existing buildings and underutilized properties.***

**Response:** The Property is ideally situated for redevelopment with proximity to numerous entertainment and employment land uses and provides a perfect opportunity for revitalization and reinvestment in Downtown. The goals, approaches, and policies of the General Plan and Downtown Plan are outlined below in Sections V. and VI. The reason for the Infill Incentive request is to allow for modified development standards along the Downtown Boundary and to allow for a parking master plan on a site that is less than 2 acres. The parking master plan provides justification to fulfill the parking requirement, given the urban setting of the proposed Hotel use where guests typically either do not have vehicles and/or utilize alternative modes of transportation.

***Goal 2: Development shall be composed of complementary and supportive design relationships with the urban neighborhood in which the development is located, with an adjacent neighborhood outside of the Downtown boundary, and consistent with the Downtown Plan.***

***Objective 2.1: Any new development that is within the Type 1 area, as designated by the Downtown Plan, shall promote a compact urban form and encourage sensitive/compatible infill development and redevelopment.***

***Objective 2.2: Any new development, infill development and redevelopment, that is within Type 2 area, shall incorporate contextually appropriate transitions to the established development that is the Type 1 area.***

***Objective 2.3: Any new development, infill development and redevelopment that is adjacent to the Downtown boundary shall incorporate contextually appropriate transitions to the established development outside of the Downtown boundary.***

**Response:** The building character and site layout has been designed in a manner that is compatible with the surrounding context including strong pedestrian connections and ground level improvements for guests and Downtown patrons. The Property is located in the Type 2 area, with no adjacency to Type 1. The Property is located adjacent to the Downtown Boundary along the north (Camelback Road). The proposed building height requested through the PBD is 75' inclusive of mechanical (72' permitted).

The massing on the north elevation adjacent to the Downtown Boundary (Camelback Road) is stepped horizontally and vertically to help reduce the overall volume and create a transition



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between the north and south side of Camelback Road. The 6-story hotel element is setback significantly (approximately 90+/- feet from back of curb). This setback not only provides a buffer from the Downtown Boundary and residential neighborhood to the north, it also accommodates a meaningful ground level pedestrian space adjacent to the restaurant and 2<sup>nd</sup> level guest amenity within the stepback plane. Given the unique site constraints, design efforts have been focused on the building placement, architectural treatment and pedestrian experience to soften the northern edge.

***Goal 3: Development shall be in compliance with the Downtown Plan Urban Design & Architectural Guidelines, and the Scottsdale Sensitive Design Principles.***

***Objective 3.1: Any new Development in Old Town, Main Street, Fifth Avenue, and Marshall Way-Craftsman Court areas of Downtown shall strictly conform to the character of the area, and the Downtown Plan Urban Design & Architectural Guidelines for Special Districts.***

**Response:** The development is in compliance with both the Downtown Plan Urban Design & Architectural Guidelines and the Scottsdale Sensitive Design Principles. Refer to Sections VIII. and IX. below. The Property is not located in a special district area.

## **V. 2001 General Plan**

The General Plan sets forth a collection of goals and approaches intended to integrate the Guiding Principles into the planning process and provide a framework for proposed development and the built environment.

*General Plan - Six Guiding Principles:*

Per the City's 2001 General Plan, six Guiding Principles articulate how the appropriateness of a land use change to the General Plan is to be qualified. These six Guiding Principles are as follows:

1. Value Scottsdale's Unique Lifestyle & Character (Character & Design, Land Use)
2. Support Economic Vitality
3. Enhance Neighborhoods (Housing, Neighborhoods)
4. Preserve Meaningful Open Space
5. Seek Sustainability
6. Advance Transportation (Mobility)

These six Guiding Principles are further explained below through the different Elements of the General Plan.



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## **2001 General Plan Goals & Policies**

### **➤ Character & Design**

**Goal 1:** *Determine the appropriateness of all development in terms of community goals, surrounding area character, and the specific context of the surrounding neighborhood.*

- Bullet 1:** Respond to regional and citywide contexts with new and revitalized development in terms of: Scottsdale as a southwestern desert community; Relationships to surrounding land forms, land uses and transportation corridors; Consistently high community quality expectations; Physical scale relating to the human perception at different points of experience; Visual impacts upon public settings and neighboring properties.*
  - Bullet 2:** Enrich the lives of all Scottsdale citizens by promoting safe, attractive, and context compatible development.*
  - Bullet 3:** Encourage projects that are responsive to the natural environment, site conditions, and unique character of each area, while being responsive to people's needs.*
  - Bullet 4:** Ensure that all development is a part of and contributes to the established or planned character of the area of the proposed location. Character can cross land uses and zoning to include community regions containing a mixture of housing, employment, cultural, educational, commercial and recreational uses. The overall type of character type that these uses are a part of describes the pattern and intensity of how these uses fit together.*
- The **Downtown** is a highly functional mixed-use center, containing areas of different densities and the architectural styles that emphasize regional and specialty retail, office, residential and hotel uses.*

**Response:** The requested Downtown Zoning classification allows for higher intensities in a mixed-use setting to encourage an urban lifestyle and appropriate balance of land uses with a rich pedestrian environment. This proposal is for approximately 181 guest rooms on 1.44 +/- acres and will utilize the Downtown Ordinance's bonus provisions for an increase in GFAR and height. The Property currently includes a restaurant building and surface parking lot occupied and operated by the Don & Charlie's restaurant. The site is surrounded by a variety entertainment, residential, employment, cultural venues and retail/service related business and is within proximity to two of Scottsdale's largest employers, HonorHealth and the City of Scottsdale (both of which are less than one mile away). This Property is located on the south side of Camelback Road, a minor east-west arterial, and approximately one-third mile east of Scottsdale Road, a major north-south arterial, with immediate access to public transportation. It is also less than two miles away from the Loop 101, which provides regional access. This site is ideally situated in a Downtown setting that offers all the ingredients for a successful urban hotel development in a mixed-use setting.

Design details provided below:

- ❖ The architectural character of the Hotel takes its cues from the surrounding urban form, with a contemporary influence.

Resolution No. 11269  
Exhibit A  
Page 12 of 71



- ❖ Building massing is expressed through strong rectilinear forms creating relief, depth and shade. The Hotel is stepped-back significantly from Camelback Road with a guest amenity deck space on the 2nd level. These features also help to reduce the overall scale of the building as experience along Camelback and provide visual interest.
- ❖ Overhangs and horizontal and vertical window elements will provide solar relief. The building materials, colors and fenestrations help to express and create visual movement and architectural interest in keeping with urban context.
- ❖ Mature desert landscaping and materials will enhance the pedestrian experience and soften the surfaces by incorporating natural shading elements. These elements help to delineate pathways providing a unique blend of texture and filtered light to soften the outdoor space.
- ❖ The landscape character will incorporate trees and shrubs that will flourish in their unique urban environment while complementing the architecture and responding to specific microclimatic conditions.
- ❖ With three street frontages, the proposed, ground level urban setting unites stylish site furnishings, identifiable hardscape patterns and unique elements (ie: planter boxes, site walls) that will enhance the pedestrian realm and blend into the context of the site.
- ❖ Onsite parking is provided via a sub-level structure accessed from Indian Plaza.
- ❖ All onsite utilities, trash, recycle and delivery services are contained within the site and are accessed via the alleyway along the south. This minimizes the public's interaction with those services which helps to enhance the urban experience.

***Goal 2: Review the design of all development proposals to foster quality design that enhances Scottsdale as a unique southwestern desert community.***

- Bullet 5: Promote development that respects and enhances the unique climate, topography, vegetation and historical context of Scottsdale's Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.*
- Bullet 6: Promote, evaluate and maintain the Scottsdale Sensitive Design Principles that when followed will help improve and reinforce the quality of design in our community.*

**Response:** As noted above under CD Goal 1, the proposed site layout, architectural character and landscaping design respects the unique climate, vegetation and Scottsdale's Downtown urban context. See Scottsdale Sensitive Design Principles IX. below for detailed responses regarding each principle.

***Goal 5: Build upon the significant role the arts have played in shaping our community's image and lifestyle by maximizing the potential of public art to enrich the daily lives of people that live in or visit Scottsdale.***

- Bullet 11: Encourage private participation in public art through the donation of artwork to the city and the placement of artwork on private property that can be publicly viewed.*
- Bullet 12: Celebrate the dominant lifestyle of character of an area of the city by using art.*



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**Response:** As noted above (page 8), with the 1 percent PBD requirement, the developer is electing to provide all of this requirement in an in-lieu fee to the DCTF.

***Goal 6: Recognize the value and visual significance that landscaping has upon the character of the community and maintain standards that result in substantial, mature landscaping that reinforces the character of a city.***

- Bullet 1: Require substantial landscaping be provided as part of new development or redevelopment.***
- Bullet 2: Maintain the landscaping materials and pattern within a character area.***
- Bullet 3: Encourage the use of landscaping to reduce the effects of heat and glare on buildings and pedestrian areas as well as contribute toward better air quality.***
- Bullet 4: Discourage plant materials that contribute substantial air-borne pollen.***
- Bullet 5: Encourage landscape designs that promote water conservation, safe public settings, erosion protection, and reduce the "urban heat island" effect.***
- Bullet 6: Encourage the retention of mature landscape plant materials.***

**Response:** The landscape character of the proposed Hotel will include predominately desert materials with a variety of plants that will provide year-round color, shade, and texture for the site. With the DRB submittal, the proposed plant palette will incorporate hardy plants known to thrive in our desert climate while creating a shaded vegetative pedestrian experience at the ground level. Plant selection and thoughtful planting design will allow the development to use water efficiently throughout the site. The planting design will limit lush and dense planting patterns to areas with the most human interaction such as entries and amenity areas.

***Goal 7: Encourage sensitive outdoor lighting that reflects the needs and character of different parts of the City.***

- Bullet 2: Encourage lighting designs that minimize glare and lighting intrusions into neighborhood settings.***
- Bullet 3: Encourage creative and high quality designs for outdoor lighting fixtures and standards that reflect the character of the local context.***
- Bullet 4: Discourage lighting that reduces the viability of astronomical observation facilities within Arizona.***
- Bullet 5: Allow for lighting systems that support active pedestrian uses and contribute to public safety.***

**Response:** Lighting will be designed in a manner that is respectful of the surrounding Downtown context while maintaining safety for guests. Lighting designs will be commensurate with the quality architectural style proposed for the Hotel; low-level with no excessive intrusion on neighboring properties. Lighting will be placed in a thoughtful way to provide safe pedestrian wayfinding at night and highlight paths leading along all street frontages in keeping with the urban setting.



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➤ **Land Use**

**Goal 1:** *Recognize Scottsdale's role as a major regional economic and cultural center, featuring business, tourism, and cultural activities.*

***-Bullet 1:*** *Strengthen the identity of Scottsdale by encouraging land uses that contribute to the character of the community and sustain a viable economic base.*

***-Bullet 4:*** *Promote land uses that accommodate destination resorts along with the recreation, retail, residential, and cultural uses that support tourism activity and sustain a resort-like lifestyle.*

**Response:** The rezoning request will allow for the redevelopment of an existing restaurant parcel surrounded by a variety of supporting entertainment, cultural, employment, commercial and residential land uses that will offer services to Hotel guests. Equally, the addition of hotel rooms will bring additional bed tax and sales tax dollars to Downtown further strengthening Scottsdale's identity as a major hub of tourism and cultural activities.

**Goal 3:** *Encourage the transition of land uses from more intense regional and citywide activity areas to less intense activity areas within local neighborhoods.*

***-Bullet 1:*** *Ensure that neighborhood edges transition to one another by considering appropriate land uses, development patterns, character elements and access to various mobility networks.*

**Response:** The massing on the north elevation adjacent to the Downtown Boundary (Camelback Road) is stepped horizontally and vertically to help reduce the overall volume and create a transition between the north and south side of Camelback Road. The 6-story hotel element is setback significantly (approximately 90+/- feet from back of curb), thereby accommodating ground level pedestrian space adjacent to the restaurant and 2<sup>nd</sup> level guest amenity within the stepback plane. The only building encroachment along this end is the trellis shade element at the northeast corner of the site and the 6<sup>th</sup> level of the hotel building. Regarding any potential noise concerns, the second story amenity deck is a small-scale private hotel amenity offering a respite for guests and visitors. The deck will include a 5-ft tall sound barrier wall along the perimeter of the deck to buffer any noise. Notably, the deck element is separated from the neighborhood to the north by a 4-lane minor arterial road. Additionally, the developer has agreed to limit amplified music beginning at 11pm on Sunday thru Wednesday and midnight/12am on Thursday thru Saturday and holidays, at levels greater than 68 decibels as measured from the right-of-way line on the north side of Camelback Road.

**Goal 4:** *Maintain a balance of land uses that support a high quality of life, a diverse mixture of housing and leisure opportunities and the economic base needed to secure resources to support the community.*



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- Bullet 1: Allow for diversity of residential uses and supporting services that provide for the needs of the community.*
  - Bullet 2: Ensure the highest level of services and public amenities are provided to the citizens of Scottsdale at the lowest costs in terms of property taxes and travel distances.*
  - Bullet 5: Maintain a citywide balance of land uses that support changes in community vision/dynamics over time.*

**Response:** The Downtown District - Multiple Use Type 2 category supports a variety of land uses including, but not limited to, hotel, multiple story residential, office, retail shops, and restaurants consistent with the intensity of uses which are typically found in Downtown Scottsdale. Additionally, revitalizing and redeveloping properties is a critical part of the economic vitality of the community as it matures and grows. Integrating additional tourist accommodation options in Downtown is essential for the continuing economic growth and sustainability of Scottsdale. This project exemplifies this revitalization component by creating a vibrant Hotel development with nearby access to the range of Downtown land uses and major transportation corridors. Thus, increasing the quality of life for the residents of Scottsdale and stimulating more tourism dollars for area businesses.

**Goal 5: Develop land use patterns that are compatible with and support a variety of mobility opportunities/choices and service provisions.**

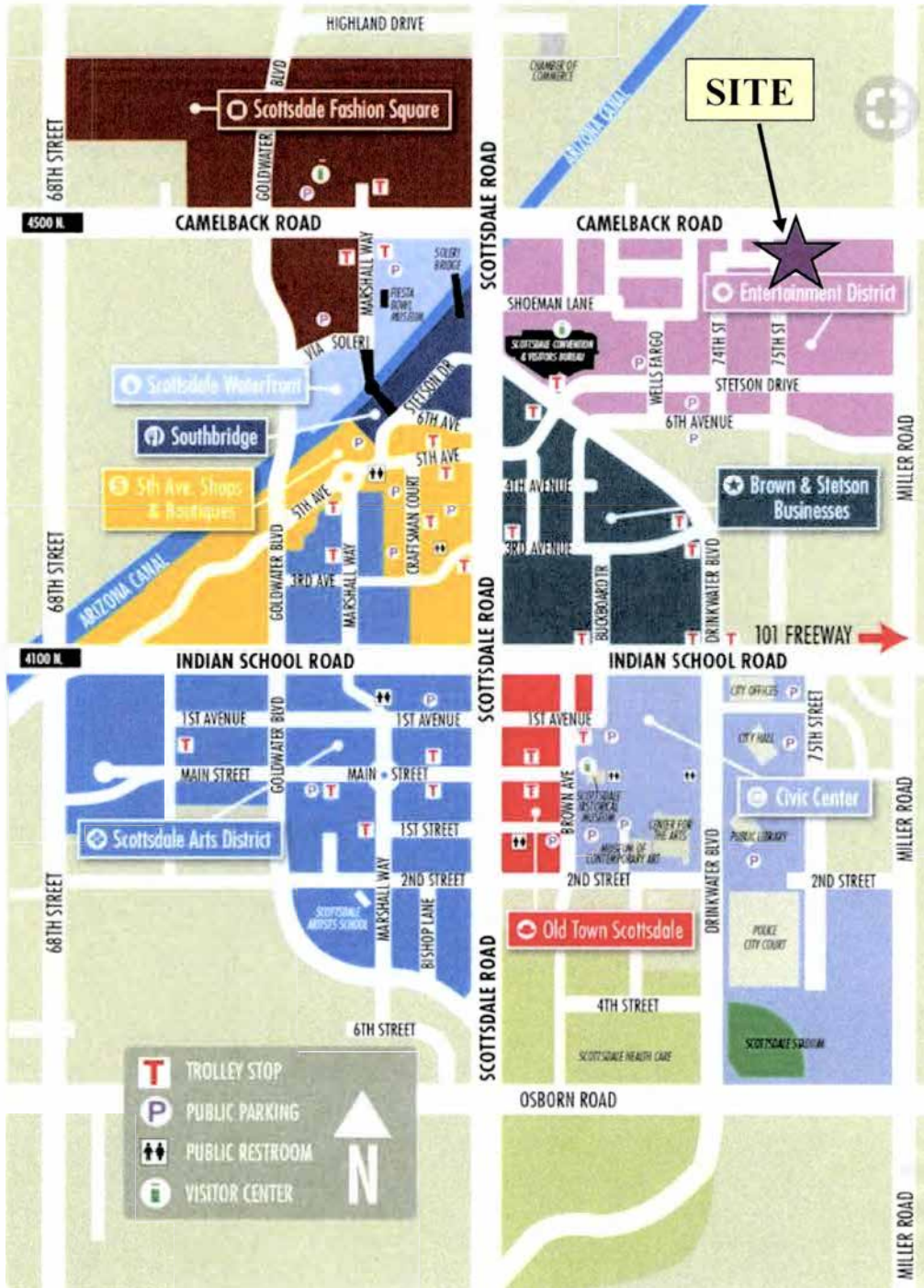
- Bullet 1: Integrate the pattern of land use and mobility systems in ways that allow for shorter and fewer automobile trips and greater choices for mobility.*
- Bullet 2: Encourage non-motorized (pedestrian and bicycle) access/circulation within and to mix-use centers to reduce reliance on the automobile.*

**Response:** The Property is situated on the south side of Camelback Road and east of Scottsdale Road, both arterials. The site is also less than two miles west of the Loop 101, which provides regional access. By creating a comfortable and inviting pedestrian experience along the adjacent streets, this proposed project will encourage alternative modes of transportation, such as by foot, bicycle, bus and/or trolley. Encouraging these alternative means of transportation is inherent to Downtown development as the Property is located near numerous restaurant, retail, entertainment and cultural destinations. Additionally, the Indian Bend Wash (a multi-use path network) is located approximately one-half mile directly east of the site offering abundant recreational opportunities.

Guest are encouraged to utilize Downtown for their everyday dining, social interaction, recreational, entertainment, and cultural needs. Guests will be within walking distance of significant destinations such Scottsdale Fashion Square Mall, the Waterfront, Scottsdale Center of Performing Art, Civic Center Plaza, 5<sup>th</sup> Avenue Shops, Scottsdale Stadium and several museums and art galleries. Shading of the pedestrian realm along the street frontages will be provided by a variety of desert appropriate trees accented with ground cover consistent with the Downtown Urban Design and Architectural Guidelines.



## Downtown Scottsdale Map



[www.downtownscottsdale.com](http://www.downtownscottsdale.com)

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➤ ***Economic Vitality***

***Goal 1: Sustain and strengthen Scottsdale's position as a premier international and national tourism destination and resort community.***

***-Bullet 2: Encourage the development and redevelopment of hotels and resorts in the context of the character and quality Scottsdale is known for. This development should recognize the availability of naturally occurring and built attractions, and entertainment activities.***

***-Bullet 4: Preserve Scottsdale's natural, social, and cultural environments to enhance the Scottsdale tourism experience.***

***-Bullet 10: Preserve and enhance the tourist's ability to travel easily to different destinations throughout the city. Promote the Transportation Center, trolley system, bike rental, and pedestrian connections, etc.***

**Response:** The City's General Plan states "tourism is an integral part of Scottsdale's identity and it serves as the community's key economic engine; therefore, it is essential to the community to provide and preserve appropriate natural, social, and cultural environments and guest services that maintain and enhance the tourism experience." It goes further to say, "...the preservation and enhancement of Scottsdale's tourism market is unequivocally critical to the continued economic health of the city."

Adding approximately 181+/- upscale hotel rooms to the existing supply in Downtown Scottsdale provides additional accommodations for tourists in the heart of Scottsdale's social, cultural and entertainment district and contributes to the City's economic stability. The site is a natural fit for hotel development along Camelback Road within a highly walkable urban environment.

***Goal 7: Sustain the long-term economic well-being of the city and its citizens through redevelopment and revitalization efforts.***

***-Bullet 2: Encourage and support the renovation and reuse of underutilized or vacant parcels/buildings/shopping centers.***

**Response:** Redevelopment of this Property will contribute towards the economic stability of Scottsdale by providing additional tourist accommodations options in the core of the City near abundant cultural amenities, entertainment, support services and large, stable employers. Integrating upscale hotel rooms in Downtown brings physical and economic synergy, that will continue to enliven and enhance the city center consistent with the goals and policies of the General Plan and Downtown Plan.



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➤ **Neighborhoods**

**Goal 4: *Preserve and enhance the unique sense of neighborhood found in diverse areas of Scottsdale through neighborhood conservation.***

***-Bullet 7: Create, preserve, and enhance pedestrian, vehicular, and alternative transportation mode connections and links between neighborhoods and other neighborhood-supporting land uses throughout the community.***

**Response:** Pedestrian circulation along the street level and seamless interaction with the existing range of Downtown land uses is an important feature of this Downtown project, as numerous land uses are within walking distances from this site. This part of Downtown Scottsdale offers a rich pedestrian focused environment surrounded by a range of activities connecting to Civic Center, Old Town Shops, the 5<sup>th</sup> Avenue Shops and Arts District, all within walking distance. The building design focuses on enhancements at the human level along with a landscape setting that provides a comfortable walkable streetscape experience along all three street frontages.

**Goal 5: *Promote and encourage context-appropriate new development in established areas of the community.***

***-Bullet 1: Encourage new development efforts toward existing developed areas in Scottsdale.***

***-Bullet 2: Promote the use of existing infrastructure as an incentive to encourage more infill development within the community.***

**Response:** Providing redevelopment and reinvestment in Downtown, the proposed Hotel will utilize and improve the existing area infrastructure (roads, utilities, etc.). The request is in harmony with the site's surrounding mix of land uses and will fulfill a strong market demand for a variety of tourist accommodations in Downtown, which will further bolster existing and future Downtown businesses.

➤ **Growth Areas**

**Goal 1: *Direct and sustain growth and expansion in areas of the city that can support a concentration of a variety of uses and are particularly suitable for multimodal transportation and infrastructure expansion and improvements.***

***-Bullet 3: Promote the coordination of infrastructure development and upgrade opportunities for infill development and development activity where it will encourage mixed uses and support pedestrian and transit activity.***



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**Response:** This proposed infill development contributes towards a pedestrian oriented Downtown with activation of the adjacent street frontages along Camelback, 75<sup>th</sup> Street and Indian Plaza. Further activating redevelopment sites are a key component to maintaining a thriving Downtown that does not focus on the automobile, but rather encourages multimodal transportation.

**Goal 2: *Make automobile transit and other multimodal circulation more efficient.***

***-Bullet 1: Encourage physical planning and design techniques that facilitate the access to and use of transit services and pedestrian amenities.***

**Response:** The Property is located on the southeast corner of Camelback (minor arterial) and 75<sup>th</sup> approximately one-third mile east of Scottsdale Road (major arterial) and is less than two miles west of the Loop 101, which provides regional access. By creating a comfortable and inviting pedestrian experience along the adjacent streets, this proposed project will encourage alternative modes of transportation, such as by foot, bicycle, bus and/or trolley. Encouraging alternative means of transportation is important as the Property is located near notable entertainment, cultural, recreation, restaurant and shopping destinations. The site is also within proximity to the HonorHealth Osborn campus (Scottsdale's largest employer) and the City of Scottsdale's Civic Center complex including the Civic Center Library, Center for Performing Arts, SMOCA and City offices. Additionally, the Indian Bend Wash (a multi-use path network) is located approximately one-half mile east of the site.

➤ ***Community Mobility***

**Goal 8: *Emphasize live, work and play land use relationships to optimize the use of citywide systems and reduce the strain on regional and local/neighborhood systems.***

***-Bullet 2: Encourage the development of redevelopment of areas that support a balance of live, work and play land use relationships and alternative modes of transportation that reduces reliance on the automobile.***

**Response:** As mentioned above, the Property is located within close proximity to Scottsdale Road with direct access to Camelback Road and is less than two miles west of the Loop 101, which provides regional access. The proposed development accomplishes a range of goals including the integration of high quality, vibrant architecture and context appropriate site planning, creating a pedestrian presence with ground level activity, and providing tourist accommodations in Old Town, thereby reducing trip generation during peak hours. A parking master plan and traffic report are provided with the zoning submittal.

**Goal 11: *Provide opportunities for building "community" through neighborhood mobility.***

***-Bullet 10: Emphasize strong pedestrian orientation (e.g. shaded safe paths, links to civic spaces) to foster a strong sense of community.***

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**Response:** The sidewalk improvements combined with well-placed shade trees will generate a more comfortable and inviting pedestrian space along the streetscape vs. the existing condition. This will allow ease of pedestrian circulation regardless of solar orientation.

## **VI. Downtown Plan Overview**

The Downtown Multiple Use Type 2 category supports a variety of major employment and service related uses including, but not limited to, hotel, multiple story residential, office, commercial retail, and support services consistent with the intensity of uses which are typically found in Downtown Scottsdale. Additionally, revitalizing and redeveloping older properties is a critical part of the economic vitality of the community as it matures. Thus, the proposed and future redevelopment of the site is essential for the continuing economic growth and sustainability of the City as a whole.

The proposed D/DMU-2 PBD DO zoning district with IID is consistent with the General Plan and Downtown Plan land use designation for the subject Property. The Downtown Plan's goals and policies which relate specifically to the proposed Development Plan for the Property are identified as follows:

### **➤ LAND USE**

#### **GOAL LU 1:**

***MAINTAIN DOWNTOWN SCOTTSDALE AS THE COMMERCIAL, CULTURAL, CIVIC, AND SYMBOLIC CENTER OF THE COMMUNITY TO ENSURE A VIBRANT MIX OF MUTUALLY SUPPORTIVE LAND USES.***

#### ***Policy LU 1.2.***

*Maintain Downtown as a year-round, 24-hour highly functional mixed use center, containing areas of different densities, architectural styles and land uses that support the needs of Scottsdale's residents and visitors.*

**Response:** The proposed hotel development will further strengthen Downtown's urban environment and 24-hour mixed-use character by integrating additional guest rooms into the urban core with well-established entertainment, cultural and employment land uses. Note CD Goal 1 under the General Plan discussion above (Section VI) regarding the specific design elements that will bring a vibrant, interactive urban development to the Property.

#### **GOAL LU 2:**

***PROMOTE THE DEVELOPMENT OF DOWNTOWN AS A COLLECTION OF MIXED-USE URBAN NEIGHBORHOODS.***

#### ***Policy LU 2.1.***

*As a General Plan designated Mixed-Use Neighborhood, Downtown Scottsdale should offer efficiencies of strong access to multiple modes of transportation and major regional access and services, focus on human scale development, accommodate higher density housing*



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*combined with complementary office or retail uses, and accommodate vertical mixed-use structures.*

***Policy LU 2.2.***

*Support interconnected, pedestrian oriented urban neighborhoods that are comprised of a balanced mix of activities and land uses within optimal walking distance.*

**Response:** The rezoning request will allow for the redevelopment of a restaurant site to a focused-service boutique hotel with 181+/- guest rooms. As mentioned in the Project Overview (Section III.) above, with Don Carson's lifelong ties to tourism in Scottsdale, he wanted to maintain a signature hospitality use at this location further strengthening Scottsdale as a tourism destination. Surrounding businesses/developments include First Fidelity Bank, the Envy Residences, Aloft Scottsdale hotel, The Stetson residential community, and an array of bars/restaurants and local businesses. The north side of Camelback includes offices (home conversions) and single-family residences. Given the Downtown context, the development of a new hotel on this property is an appropriate land use and carries out the Don & Charlie's legacy.

D/DMU-2 PBD DO zoning will allow for context appropriate urban development standards in conformance with the Downtown Plan vs. what is currently allowed pursuant to existing C-3 zoning designation for the restaurant. The Property is located on Camelback Road, within close proximity to Scottsdale Road, and is less than two miles west of the Loop 101, all of which provide regional access. The location of the proposed development will lend itself to various modes of transportation, such as by foot, bicycle and/or trolley as the Property is located near numerous entertainment and cultural opportunities, retail, restaurants and the City of Scottsdale Civic Center complex (including offices, library, and museum). Additionally, the Indian Bend Wash (a multi-use path network) is located approximately one-half mile from the site.

***Policy LU 2.5.***

*Encourage new development, redevelopment and infill that strengthens Downtown Scottsdale's mix of uses and activities through the development of mutually supportive land uses within the **Downtown Multiple Use** urban neighborhoods. Multiple Use areas includes majority of properties within the overall Downtown Plan boundary. New development and redevelopment within the Multiple Use areas adjacent to the Arizona Canal should incorporate vertically mixed land uses that activate the Canal with both visitors and residents year-round.*

**Response:** Redevelopment of this Property will uphold the City's goal of strengthening Downtown's mix of uses and activities. This project will bring 181+/- hotel guest rooms to the heart of Downtown on a site that is near abundant entertainment opportunities, cultural amenities, major employers, a range of restaurants and retail, and established transportation corridors

**GOAL LU 4:**

***ENCOURAGE DOWNTOWN LAND USE DEVELOPMENT FLEXIBILITY.***

***Policy LU 4.1***

*Retain, expand, or modify as necessary, flexibility in Downtown zoning, development standards and incentives to achieve the goals of the Downtown Plan.*



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**Policy LU 4.5**

*To assist the community in achieving the vision of the Downtown Plan, the provision of Downtown public amenities and benefits should be provided when development bonuses such as increased floor area, (ratio of usable building area to parcel size), greater density, greater height, transfer of development rights, and/or street/alley abandonment, are being considered. Potential public amenities and benefits may include, but are not limited to:*

- *New or expanded public realm and open space areas;*
- *Pedestrian enhancements and amenities;*
- *Mobility enhancements;*
- *Transit enhancements;*
- *Sensitive edge buffering;*
- *Revitalization of Downtown properties;*
- *Infrastructure improvements;*
- *Additional public parking and shared parking facilities;*
- *Historic preservation; and/or*
- *Work force housing.*

**Response:** The PBD overlay and IID requested will allow for greater flexibility with the development standards for the Property and an opportunity to better implement the goals and policies of the City's Downtown Plan. Redevelopment and revitalization of this Property is challenging given its small size (1.44 acres) and three street frontages, narrowing the Property's development envelope. The proposed Hotel will include a range of design improvements including, but not limited to, enhanced landscape and hardscape, improved pedestrian connectivity, vibrant architecture, sensitive edge buffering, and underground parking. Due to the site constraints, the applicant is seeking flexibility on GFAR, building height, setbacks and stepbacks in certain locations identified in the PBD Section VIII below. Special consideration has been given to the street frontages maintaining context appropriate building massing, pedestrian-scaled architectural elements, landscape shaded walkways, and enhanced hardscape design.

**GOAL LU 7:**

***PROMOTE A MIX OF LAND USES THAT PROMOTE A SUSTAINABLE DOWNTOWN.***

**Policy LU 7.1.**

*Support Downtown sustainability by encouraging vertical mixed-use development that offers land uses within proximity to one another.*

**Response:** The redevelopment of this site from a restaurant building with surface parking to a hotel development with underground parking consistent with the goals and policies of the Downtown Plan will enrich tourism in this urban setting further contributing toward the synergy of Downtown Scottsdale's built environment.



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➤ **CHARACTER & DESIGN**

**GOAL CD 1:**

**THE DESIGN CHARACTER OF ANY AREA SHOULD BE ENHANCED AND STRENGTHENED BY NEW DEVELOPMENT THAT PROMOTES CONTEXTUAL COMPATIBILITY.**

***Policy CD 1.1***

*Incorporate, as appropriate; in building and site design the distinctive qualities and character of the surrounding, and/or evolving, context.*

***Policy CD 1.2***

*Encourage creative and innovative civic and prominent developments to establish new urban design character and contextual interpretations of the Downtown, for areas where development patterns are fragmented or are in transition.*

***Policy CD 1.4***

*Promote Downtown urban and architectural design that is influenced by, and responds to, the character and climate of the Sonoran Desert.*

***Policy CD 1.5:*** *Encourage urban and architectural design that addresses human scale, and provides for pedestrian comfort.*

***Policy CD 1.7:*** *Maintain pedestrian oriented small town character and human scale in the Downtown Core areas of Main Street, Marshall Way, 5<sup>th</sup> Avenue, Craftsman Court, and Old Town. Incorporate similar elements of pedestrian character and scale at the street level throughout all of Downtown.*

***Policy CD 1.8:*** *Encourage new development and revitalization that is composed of complementary and/or supportive design relationships with the established urban form, as well as design relationships with the established urban form, as well as design features and materials of the neighborhood within which they are sited.*

**Response:** The 6-story hotel consists of 181+/- guest rooms with underground parking that will accommodate parking for guest and staff. The hotel will include a restaurant, conference space/meeting rooms and 2<sup>nd</sup> level pool amenity area available for guests which is intended to be a quiet, peaceful respite. All onsite utilities, trash, recycle and delivery services are contained within the site and are accessed via the existing alleyway along the south. This minimizes the public's interaction with those services, which will enhance the urban experience.

- ❖ Exterior materials of the project respond gracefully to the desert vernacular, representing textures that layer and build upon one another. The architectural character of the hotel takes on a contemporary aesthetic.



- ❖ Building massing is expressed through strong rectilinear undulations to create relief, depth and shade. These features also help to reduce the overall scale of the building and provide visual interest. The Hotel is stepped-back significantly from Camelback Road with a guest amenity space on the 2<sup>nd</sup> level.
- ❖ Overhangs and horizontal/vertical window elements provide additional solar relief. The building materials, colors and fenestrations help to express and create visual movement vs. a static linear form.
- ❖ Each side of the project is unified and expressive towards the overall theme while still providing a dynamic four-side architectural experience. Each façade provides balance and movement, helping to accentuate appearance and offering Downtown a vibrant, visually interesting building character.
- ❖ Mature desert landscaping and materials will enhance the pedestrian experience and soften the surfaces by incorporating natural shading elements. These elements help to delineate pathways providing a unique blend of texture and filtered light to soften the outdoor space. The landscape character will incorporate trees and shrubs that will flourish in their unique urban environment while complementing the architecture and responding to specific microclimatic conditions. The urban setting unites stylish site furnishings, identifiable hardscape patterns and unique elements that will enliven the pedestrian realm and blend into the context of the site.

### *Proposed Streetscape*



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The streetscape design will embrace the Downtown Urban Design & Architectural Guidelines and provide a welcoming pedestrian environment for Downtown visitors and/or residents walking along the street frontage vs. the more car-centric restaurant and asphalt surface parking that exists today. The proposed upscale hotel will provide a comfortable and safe streetscape designed with human-scale elements, shade and movement through both hardscape and building design. Trees and shrubs will be used to create a comfortable microclimate as well as providing visual relief that will enhance the pedestrian experience along the street edge and encourage the use of sidewalks to get from one destination to another further stimulating the mixed-use synergy of Downtown.

**GOAL CD 2:**

***DEVELOPMENT SHOULD SENSITIVELY TRANSITION IN SCALE, HEIGHT, AND INTENSITY AT THE DOWNTOWN PLAN BOUNDARY AND BETWEEN ADJOINING URBAN NEIGHBORHOODS OF DIFFERING DEVELOPMENT TYPES.***

***Policy CD 2.1.***

*The scale of existing development surrounding the Downtown Plan boundary should be acknowledged and respected through a sensitive edge transition buffer, established on a location specific basis that may include transitional development types, landscape buffers, and sensitive architectural design solutions to address building mass and height.*

***Policy CD 2.2.***

*Transitions between Downtown development Type 1 areas and Downtown development Type 2 areas should be addressed through sensitive architectural design options that step down building mass and height.*

**Response:** See detailed design, massing and landscape summary above under Downtown Plan Goal CD 1 above. The massing on the north elevation adjacent to the Downtown Boundary (Camelback Road) is stepped horizontally and vertically to help reduce the overall volume and create a transition between the north and south side of Camelback Road. The 6-story hotel element is setback significantly (approximately 90+/- feet from back of curb), thereby accommodating ground level pedestrian space adjacent to the restaurant and 2<sup>nd</sup> level guest amenity within the stepback plane. The only building encroachment along this end is the trellis shade element at the northeast corner of the site and the 6<sup>th</sup> level of the hotel building.

**GOAL CD 3:**

***DOWNTOWN DEVELOPMENT SHOULD RESPECT AND RESPOND TO THE UNIQUE CLIMATE AND CONTEXT OF THE SOUTHWESTERN SONORAN DESERT.***

***Policy CD 3.1***

*Enhance outdoor pedestrian comfort through microclimate design that incorporates a variety of shade conditions, landscape, and features that are drought tolerant, as well as offer attractive spaces, and passively cooler temperatures.*



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***Policy CD 3.2***

*Public realm and site design should incorporate techniques for efficient water use. Water, as a landscape element or design feature, should be used judiciously and placed in locations with high pedestrian activity.*

**Response:** The landscape character of the proposed development will include a variety of plants that will provide year-round color, shade, and texture for the site such as, but not limited to, Mulga Acacia, Desert Ironwood, Date Palm, Agave, Yucca, Desert Marigold and Purple Verbena. The proposed plant palette, to be refined with the DRB application, will incorporate hardy plants known to thrive in the heat and sun of the desert climate and substantial street trees with initial construction to create a meaningful pedestrian experience from the start. Plant selection and intentional planting design will allow the development to use water efficiently throughout the site. The planting design will limit lush and dense planting patterns to areas with the most human interaction such as entries and amenity areas.

**GOAL CD 4:**

***STRENGTHEN PEDESTRIAN CHARACTER AND CREATE STRONG PEDESTRIAN LINKAGES.***

***Policy CD 4.1***

*Develop an attractive, interconnected network of safe and walkable pedestrian linkages to, within, and between, the various Downtown urban neighborhoods.*

***Policy CD 4.2***

*Development should demonstrate consideration for the pedestrian by providing access and connections to adjacent developments.*

***Policy CD 4.3***

*Retain and expand the tradition of Downtown's covered walkways.*

**Response:** Pedestrian circulation along the street level and seamless interaction with the existing range of Downtown commercial and residential developments is an important feature of this Downtown project, as numerous businesses are within walking distances from this site. This part of Downtown Scottsdale offers a rich pedestrian focused environment surrounded by a range of activities. The building design focuses on enhancements at the human level along with a landscape setting that provides a comfortable, tree-lined, walkable streetscape experience.

**GOAL CD 5:**

***CREATE COHERENT AND CONSISTENT STREET SPACES.***

***Policy CD 5.1.***

*Create a unified public realm through the design of Downtown's streets, building setback areas, and building frontages. Setbacks may only be compromised after clear demonstration that other significant public benefits are achieved.*



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**Policy CD 5.2.**

*Street spaces are components of the overall public realm and should be logically interconnected with other pedestrian spaces.*

**Policy CD 5.3**

*Streetscapes should provide continuity among adjacent uses through comprehensive sustainable landscape improvements, shade elements, decorative paving, street furniture, public art, and integrated infrastructure elements.*

**Response:** Hardscape improvements as well as new trees and shrubs, will create shade and a comfortable microclimate for the pedestrian. This will act as a sensory relief from the built environment and will enrich the pedestrian experience along the street frontage and encourage patrons and tourists to walk to get from one destination to the next. The indoor/outdoor transition from the ground level uses along Camelback Road will allow guests to immediately engage with sidewalk network in the Downtown scene providing for a true urban tourist experience.

**GOAL CD 6**

**INCORPORATE A REGIONAL LANDSCAPE PALETTE THAT COMPLEMENTS DOWNTOWN'S URBAN CHARACTER.**

**Policy CD 6.1.**

*Downtown landscape elements should project a desert oasis design character, providing an abundance of shade, color, varied textures and forms.*

**Policy CD 6.2.**

*Landscape materials should complement Downtown's built environment, land uses, and activities through the careful selection of plant materials with regards to scale, density, placement, and arrangement.*

**Response:** The proposed plant materials palette complements the evolving character of the urban built environment surrounding the site. Incorporating statement plantings (ie: Date Palms) at the main entrance and shade trees along the streetscape will create attractive and inviting spaces for pedestrians and will provide an appropriate balance/transition between the urban hardscape and proposed development.

**GOAL CD 7**

**THE EXTENT AND QUALITY OF LIGHTING SHOULD BE INTEGRALLY DESIGNED AS A PART OF THE BUILT ENVIRONMENT.**

**Policy CD 7.1.**

*Achieve a balance between ambient light levels and designated lighting needs.*

**Policy CD 7.2.**

*Encourage lighting that is energy efficient and designed to serve both pedestrian and vehicular travel for safety in public/private spaces.*



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**Response:** Lighting will be balanced to provide appropriate levels for wayfinding and building accent while respecting the existing context.

**GOAL CD 8**

***IMPLEMENT HIGH QUALITY DESIGN IN DOWNTOWN ARCHITECTURE.***

***Policy CD 8.1***

*Encourage contemporary and historical interpretations of regional Southwestern Sonoran Desert architectural traditions.*

***Policy CD 8.2***

*Promote the "Scottsdale Sensitive Design Principles" in the creation of architecture in Downtown.*

***Policy CD 8.3***

*Promote the principles of design in the "Downtown Urban Design and Architectural Guidelines" in all Downtown development.*

***Policy CD 8.4***

*Emphasize thorough design review and management of the built environment to achieve the benefits of high quality design.*

***Policy CD 8.5***

*Encourage the integration of art into Downtown urban design and architecture.*

**Response:** The development will promote the Scottsdale Sensitive Design Principles and comply with the applicable Downtown Urban Design & Architectural Guidelines. See Sections VIII. and IX. below. Taking cues from modern architectural design, indigenous building materials and native landscaping materials the development will provide a pedestrian-oriented urban environment with a modern, contemporary aesthetic. Complementary textures, colors and plant varieties will create strong aesthetic connections between existing and newly constructed developments while still maintaining a unique and identifiable character.

**GOAL CD 9**

***DEVELOPMENT SHOULD INCORPORATE SUSTAINABLE BUILDING PRACTICES AND PRODUCTS.***

***Policy CD 9.1.***

*Development should strive to incorporate sustainable planning, design strategies, building techniques, and the use of durable indigenous materials, to minimize environmental and maintenance impacts, and endure over time.*

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***Policy CD 9.2.***

*Encourage green building design strategies such as building orientation, passive solar response, natural day lighting, passive cooling techniques, and the integration of regional plant materials.*

***Policy CD 9.3.***

*Promote the use of energy efficient systems, construction methods, and alternative energy sources.*

**Response:** Sustainable strategies and building techniques, which minimize environmental impact and reduce energy consumption, will be emphasized. The developer intends to incorporate sustainable design elements into the building and plans to develop in accordance with green building standards where feasible. These elements will be further explored and identified with the Development Review Board (“DRB”) application.

➤ **MOBILITY**

**GOAL M 2:**

***CREATE COMPLETE, COMFORTABLE, AND ATTRACTIVE PEDESTRIAN CIRCULATION SYSTEMS.***

***Policy M 2.1.***

*Design the public realm to include enhanced requirements for sidewalk space. Provide adequate space for meeting and passing other pedestrians, including queuing space to support desired levels of activity.*

**Response:** The sidewalk and hardscape improvements combined with well-placed shade trees will create a more comfortable and inviting pedestrian space along the streetscape vs. the current site improvements. This will allow easy use of the adjacent circulation system, in and around the site. Successful Downtown revitalization and redevelopment focuses on a lively pedestrian presence with mixed-use development and quality pedestrian level design and linkages. Additionally, by undergrounding the parking spaces with a single access point, several driveway cuts will be removed thereby improving the streetscape and pedestrian flow and experience.

➤ **ECONOMIC VITALITY**

**GOAL EV 1:**

***SUPPORT DOWNTOWN’S ECONOMIC ROLE AS A HUB FOR ARTS, CULTURE, RETAILING, ENTERTAINMENT, TOURISM, AND EVENTS.***

***Policy 1.4***

*Promote Downtown as a creative environment in which people can live, work, and pursue leisure activities.*

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***Policy 1.5***

*Support and strengthen Downtown as a strong tourism destination through land use, urban design, activities and special events.*

**Response:** The D/DMU-2 sub-district supports a variety of land uses including, but not limited to, hotel, office, multiple-story residential, retail shops, and restaurants consistent with the intensity of uses which are typically found in the Downtown Scottsdale. Additionally, revitalizing and redeveloping properties is a critical part of the economic vitality of the community as it matures. Integrating additional tourist accommodations in Downtown is essential for the continuing economic growth and sustainability of Scottsdale as a whole. Further, developing a hotel project in this prime location will increase the employment base and provide jobs near a range of housing options in Downtown and Southern Scottsdale. This project exemplifies the revitalization component by creating a vibrant urban development with nearby access to support services and transportation corridors. Thus, reinforcing the City's desire for tourism in Downtown and increasing luxury and lifestyle opportunities for the visitors of Scottsdale. Providing accommodations for travelers in the heart of Downtown will serve to support existing restaurants, museums, galleries and other retailers in the area.

**GOAL EV 2:**

***PROMOTE PRIVATE INVESTMENT AND ATTRACT NEW DEVELOPMENT TO DOWNTOWN.***

***Policy EV 2.1***

*Encourage new development and reinvestment that maintains Downtown's economic edge in the region.*

***Policy EV 2.2***

*Promote a mix of daytime/nighttime activities year-round through new development that includes vertically mixed land uses and a diverse range of housing development.*

***Policy EV 2.3***

*Encourage private reinvestment through flexible policies, practices and incentives, that work with the private sector to respond to functional and economic changes in Downtown.*

***Policy EV 2.7***

*Attract and retain a broad array of economic activities that widen the appeal of Downtown and strengthen the city's tax base.*

**Response:** The PBD overlay and IID requested with this zoning application will allow for reinvestment in the heart of Downtown bringing a new hotel and further stimulating the economic tax base as well as the diversity of land uses and expanded employment opportunities in Downtown. Below is a more detailed description of how the PBD overlay criteria are being met.



## **VII. PLANNED BLOCK DEVELOPMENT (PBD) CRITERIA**

*The purpose of the PBD Overlay District is to allow for development flexibility in the Downtown Area to assist the City in achieving the Downtown Plan, developing more Downtown Area public amenities, and adding land uses that would further promote the Downtown Area as a twenty-four (24) hour community.*

**Response:** The PBD overlay designation has been requested as part of this zoning application to allow for greater development flexibility on the site. In keeping with the PBD requirements, a Development Plan has been established to specify parameters for site planning, architecture, and landscaping. The intent of the Development Plan is to define an established style, character, and design quality for the site, while maintaining opportunities for specific needs and a creative identity through future approvals by the DRB. The Development Plan is intended to invoke a sense of quality and character to ensure compatible development with Scottsdale's Downtown urban character. As part of the Development Plan, the applicant has created a set of property development standards consistent with the Downtown Ordinance. The proposed site development standards utilized the property development standards of the D/DMU-2 zoning district, except for building height, GFAR, setbacks and stepbacks, which will be site specific development standards for this PBD. These modifications are necessary for the proposed Hotel development due to the challenging "L-shaped" site configuration with three street frontages.

### **Summary of Property Development Standards**

Site Area:	1.44 Acres Gross (62,567 sf)
Building Height Base:	72 feet (66 feet + 6 feet for mechanical)
Building Height Proposed:	75 feet
Building Area Proposed:	107,000 s.f.
Hotel Rooms Proposed:	181 guest rooms
GFAR Base:	1.4
GFAR Proposed:	1.71

Parking Provided: 114 spaces on-site\*

\*See Parking Master Plan

Building Setbacks at Ground Level:

- Camelback Road Required/Provided: 40' (excluding 16' trellis encroachment above ground level)
- 75<sup>th</sup> Street Required/Provided: 20' (excluding 2' building encroachment above ground level)
- Indian Plaza Required/Provided: 20'
- Existing Alley Required/Provided: 0'

Building Setbacks: Amendments shown on Building Elevation Worksheets



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**Sec. 6.1304. PBD Overlay District criteria.**

*A. Before the first Planning Commission hearing on a PBD Overlay District application, the Development Review Board shall make a recommendation to the Planning Commission regarding the Development Plan based on the following criteria.*

- 1. Criteria for a PBD Overlay District application in a Type 1 Area:*
  - a. The Development Plan shall reflect the goals and policies of the Character & Design chapter of the Downtown Plan; and*
  - b. The site development standards and building form shall be in conformance with the Downtown Plan Urban Design & Architectural Guidelines.*

**Response:** Not applicable.

- 2. Criteria for a PBD Overlay District application in the Type 2 Area:*
  - a. The Development Plan shall reflect the goals and policies of the Character & Design chapter of the Downtown Plan;*

**Response:** See Downtown Plan Overview Section VII. above.

- b. The site development standards and building form shall be in conformance with the Downtown Plan Urban Design & Architectural Guidelines;*

**Response:** See Downtown Plan Urban Design & Architectural Guidelines Section IX below.

- c. The building form shall reflect the planned character of development within which the development will be located;*

**Response:** The proposed development provides continuity between newly proposed and existing architecture in the surrounding area. The Downtown Ordinance setback and stepback standards include encroachments along 75<sup>th</sup> Street (building encroachment of 2' into the 20' required setback), exceptions along Camelback (trellis element encroachment of 16' into the 40' required setback) and the upper level building encroachments (stepbacks), due to the Hotel floor plate, understanding the importance of massing transition to the overall urban context and streetscape. See Downtown Plan Urban Design & Architectural Guidelines Section VIII. below for more detail regarding building form.

- d. The Development Plan shall incorporate standards for development within three hundred fifty (350) feet of the Downtown Boundary that address appropriate transitions in building heights between the proposed development and the zoning districts abutting or adjacent to the development;*

**Response:** Building massing is expressed through strong rectilinear forms creating relief, depth and shade. The Hotel is stepped-back significantly from Camelback Road (the Downtown



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Boundary) with a guest amenity deck space on the 2nd level. These features also help to reduce the overall scale of the building as experience along Camelback and provide visual interest. The building materials, colors and fenestrations help to express and create visual movement and architectural interest in keeping with urban context. The 6-story Hotel tower element is setback significantly from Camelback Road (approximately 90+/- feet from back of curb), thereby accommodating ground level pedestrian space adjacent to the restaurant and 2<sup>nd</sup> level guest amenity within the stepback plane. The only building encroachment along this edge is the trellis shade element at the northeast corner of the site and the 6<sup>th</sup> level of the hotel building.

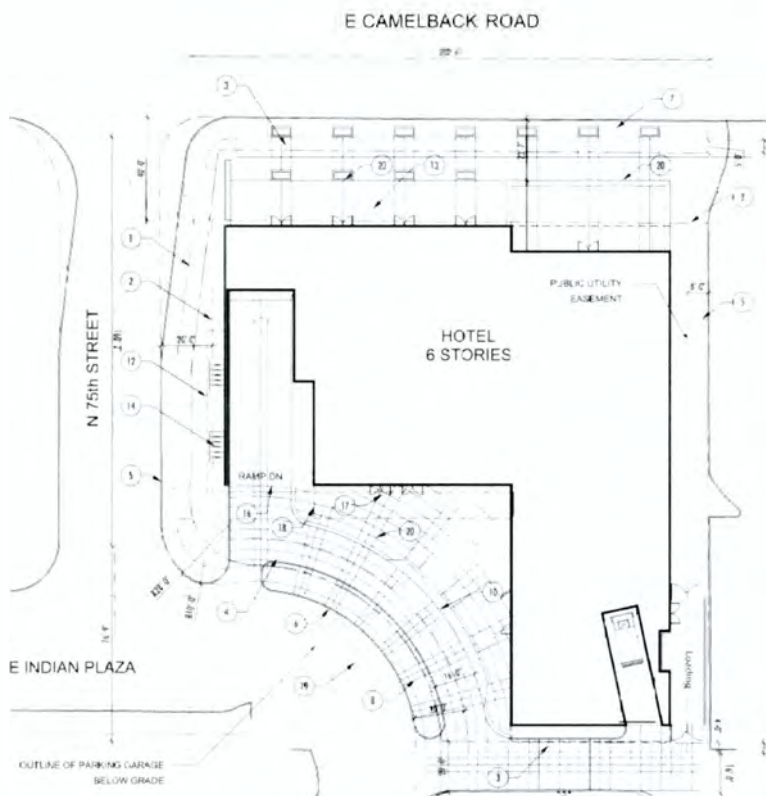
*e. The Development Plan shall incorporate standards for development in the Downtown Regional Use - Type 2 or Downtown Medical - Type 2 Areas, and within one hundred (100) feet of the Downtown Multiple Use - Type 2 or Downtown Civic Center - Type 2 Areas, that address appropriate transitions in building heights between the proposed development and the Downtown Multiple Use - Type 2 or Downtown Civic Center - Type 2 Areas;*

**Response:** Not applicable.

*f. The Development Plan for development within one hundred (100) feet of a Type 1 Area shall incorporate standards that address appropriate landscape materials and transitions in building heights between the proposed development and the Type 1 Area;*

**Response:** Not applicable.

*g. The Development Plan shall incorporate standards for development adjacent to public streets that include sidewalks, pedestrian linkages, building forms and architectural features that address human scale and pedestrian orientation; and*



**Response:** Active street frontages are provided along all edges with the integration of shade trees and human-scale landscaping, quality hardscape design including sidewalks, planters and benches for pedestrians. Architecturally, the buildings will invoke a modern urban design with elements providing for a higher quality pedestrian environment created by a variety of small-scale building elements rather than a single, large unarticulated mass. Pedestrian connectivity is key to the overall site design, not only providing access to Downtown's amenities for the hotel guests, but also linking into the existing pedestrian network in Downtown.

- h. The pedestrian circulation shall be accessible and easy to navigate, and incorporate open space and pedestrian linkages to the public pedestrian circulation network.*

**Response:** In conformance with the Downtown Plan, the existing network of pedestrian linkages will be celebrated and enhanced with the proposed development.





*B. In addition to the criteria used by the City Council to review a zoning district map amendment application, the Planning Commission shall make a recommendation to the City Council, based on the following applicable criteria:*

*1. Standard criteria:*

- a. The proposed development supports the land use elements of General Plan and the Downtown Plan.*

**Response:** The proposed development plan supports the land use elements of the General Plan and Downtown Plan. See Sections V. and VI. above.

*2. Criteria to add land uses to Table 5.3005.D., Land Uses for Each Sub-district of the Downtown District:*

- a. Each proposed land use helps maintain a balance of land uses in the Downtown Area in accordance with the Downtown Plan.*
- b. Each proposed land use is compatible with the adjacent development, and strengthens the mix of land uses and activities in the Downtown Area.*
- c. Each proposed land use substantially implements the pedestrian oriented, twenty-four (24) hour downtown community goals of the Downtown Plan.*



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**Response:** The applicable use regulations of the Downtown/Planned Block Development district shall apply. No additional changes are requested with this application to the land use table for the Multiple Use sub-district.

3. *Criteria to achieve bonus(es):*

- a. *The proposed Development Plan reflects noteworthy investments to provide public benefits, improve the quality of life in the community, and assist in achieving the goals and policies of the General Plan, Downtown Plan and City objectives, primarily in the immediate vicinity of the neighborhood where the development will be located.*

**Response:** The rezoning request to D/DMU- Type 2 PBD DO with IID includes a request to increase in GFAR from 1.4 to 1.71 (the maximum GFAR achievable pursuant to the PBD is 3.0) and increase in building height from 72' (66'+ 6') to 75' (the maximum building height achievable is 84'). Bonus calculations are provided in Section III above. The body of this document includes justification for these amendments in accordance with both the 2001 General Plan and Downtown Plan.

## **VIII. Downtown Plan Urban Design & Architectural Guidelines Conformance**

### **A. Site Development**

#### ***A1 – Relationship of New to Existing Development***

The proposed development provides continuity between the newly proposed and existing architecture of the surrounding area, providing contextually appropriate redevelopment and visual fluidity along the street frontages. See Site Plan, Site Sections and Elevation Worksheet for proposed setbacks and stepbacks.

#### ***A2 – Active Street Frontages***

Active street frontages are created through ground level pedestrian space, new sidewalks and shade trees for the pedestrians and shading elements on the building. In addition to landscaping, a series of vertical and horizontal building elements will not only provide solar relief to the windows and doors, but will provide contemporary styling and a vibrant urban character.

#### ***A4 – Parking Facilities***

Parking for hotel guests will be provided in the underground parking structure with secured access to their guest rooms/units via an internal elevator and stairwell. The parking structure is accessed in one location via Indian Plaza eliminating several existing curb cuts along the street frontages improving the pedestrian flow. Isolating the parking structure access to one point will allow patrons to walk at ease, not worrying about ground level plane changes or interaction with vehicles while focusing on the streetscape experience. The drop-off zone along the Indian Plaza curve adjacent to the lobby will not impede the pedestrian realm along 75<sup>th</sup> and Camelback.



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***A5 – Building Equipment & Services***

All services and loading areas will be obscured from public street view. Mechanical and electrical equipment and appurtenances will be concealed from public view and neighboring properties.

***A8 – The Continuity of Street Spaces***

*-and-*

***A9 – The Building Setback Zone***

*-and-*

***A10 – The Linkage of Neighboring Developments***

The development has been designed to maintain and enhance an active street frontage reinforcing the Downtown pedestrian environment and encouraging walkability and social interaction. The mixed-use context includes entertainment venues, restaurants, retail, cultural opportunities and employment all within walking distance of the Property. In addition to architectural elements, pedestrian scale landscape and hardscape elements will contribute towards the street level interaction and continuity of the existing urban context providing connectivity to neighboring properties.

**B. Building Form**

***B1- Reduction of Apparent Size and Bulk***

The massing elements provide varied architectural components that undulate and articulate the façade, helping to relate to the pedestrian realm. The ground floor is articulated with the movement, texture, relief and layering of elements creating depth and shade and creating an indoor/outdoor flow. These features also help to reduce the overall scale of the building and provide visual interest. Overhangs, balconies and window detailing will provide solar relief to the glazing. The building materials, colors and fenestrations help to express and create visual movement and architectural character.

***B2 – Covered Walkways***

The development will provide shaded environments for the pedestrian through building form, trellis element and the placement of trees and landscaping

**C. Architectural Character**

***C1 - Proportion and Scale***

*-and-*

***C2 – Building Materials***

*-and-*

***C3 – Architectural Detail***

The building design provides variation, movement, various textures and hierarchy of massing to create visual interest and varied proportions. Exterior materials of the project respond gracefully to the desert vernacular, representing textures that layer and build upon one another (utilizing smooth EFIS system, block, glazing, metal and stone elements). The architectural character of the Hotel takes its cues from the existing urban context with a contemporary Southwestern flair.



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## **D. Landscape Character**

### ***D1- Streets***

The street trees proposed will be consistent with the Downtown guidelines providing appropriate spacing, theming and shade for the pedestrians.

### ***D3- Plant Selection***

Plant selection will include low-water use, desert appropriate trees with a range of sizes to provide hierarchy in scale, year-round color and a variety of textures.

## **IX. Scottsdale Sensitive Design Principles**

The Character and Design Element of the General Plan states that “Development should respect and enhance the unique climate, topography, vegetation and historical context of Scottsdale's Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.” The City has established a set of design principles, known as the Scottsdale's Sensitive Design Principles, to reinforce the quality of design in our community. The following Sensitive Design Principles are fundamental to the design and development of the Property. In addition to the response below, please refer to Goal CD 1 above for a specific description of the design elements.

- 1. The design character of any area should be enhanced and strengthened by new development.***

**Response:** The contemporary building character and stepped massing is complementary to the surrounding urban development pattern. The proposed development will utilize a variety of desert appropriate textures and building finishes, incorporate architectural elements that provide solar shading and overhangs, and celebrate the Southwestern climate by creating outdoor spaces and common amenities for its guests while also tying to the existing pedestrian network in Downtown.

- 2. Development, through appropriate siting and orientation of buildings, should recognize and preserve established major vistas, as well as protect natural features.***

**Response:** Although the setting of this Downtown site is urban in character and does not have natural features such as washes and natural area open space, the developer has taken special consideration in providing interaction with the streetscape through building design and attention to the ground-level experience.

- 3. Development should be sensitive to existing topography and landscaping.***

**Response:** The Property is a Downtown redevelopment site. All landscaping will consist of low-water use desert appropriate landscaping materials in conformance with Downtown Guidelines. The current topography of the site is flat and will be maintained with the development of the new Hotel.



- 
4. *Development should protect the character of the Sonoran Desert by preserving and restoring natural habitats and ecological processes.*

**Response:** The proposed redevelopment will include desert appropriate landscaping (as well as integration of native plants). Additional landscaping will contribute to the urban habitat for wildlife and improved air quality. Also, desert appropriate plants will be able to withstand the variations of the local climate and as they mature they will become self-sustaining relative to water demand.

5. *The design of the public realm, including streetscapes, parks, plazas and civic amenities, is an opportunity to provide identity to the community and to convey its design expectations.*

**Response:** Pedestrian circulation along the streetscape is an important feature of this Downtown project, as numerous restaurant, residential, employment, cultural, and entertainment uses are within walking distance from this site.

6. *Developments should integrate alternative modes of transportation, including bicycles and bus access, within the pedestrian network that encourage social contact and interaction within the community.*

**Response:** The Property is walking distance to a range of land uses, and within proximity to major employers, such as HonorHealth and the City of Scottsdale. Given the context, the Don & Charlie's Hotel has been designed with an emphasis on the ground level pedestrian experience enhancing the land use goals for this area. Developing tourist accommodations in the heart of Downtown with established transportation options (by foot, bicycle, bus, trolley, Uber/Lyft) reduces the number and distance of automobile trips and improves air quality, thereby enhancing the quality of life for the community as a whole.

7. *Development should show consideration for the pedestrian by providing landscaping and shading elements as well as inviting access connections to adjacent developments.*

**Response:** The proposed development will incorporate design elements that respect human-scale, providing shade and shelter through building, site and landscape design.

8. *Buildings should be designed with a logical hierarchy of masses.*

**Response:** Variation in massing, proportion, material contrast, and architectural detailing will be provided establishing a natural hierarchy. The proposed development also provides continuity between the newly proposed and existing architecture in the surrounding area, providing contextually appropriate redevelopment and visual fluidity along the street frontages.



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9. *The design of the built environment should respond to the desert environment.*

**Response:** The proposed development will utilize a variety of desert appropriate textures and building finishes, incorporate architectural elements that provide solar shading and overhangs, and celebrate the Southwest climate by creating outdoor spaces and amenities for its guests.

10. *Developments should strive to incorporate sustainable and healthy building practices and products.*

**Response:** Sustainable strategies and building techniques, which minimize environmental impact and reduce energy consumption, will be emphasized. The specific sustainable elements are still being evaluated with the design and development of the Hotel, but may include recycled materials, energy efficient windows, energy efficient fixtures and appliances, and use of solar.

11. *Landscape design should respond to the desert environment by utilizing a variety of mature landscape materials indigenous to the arid region.*

**Response:** Context appropriate, mature arid-region plant materials will be utilized with the redevelopment of the Property. The desert character will be upheld through the careful selection of plant materials in terms of scale, density, and arrangement.

12. *Site design should incorporate techniques for efficient water use by providing desert adapted landscaping and preserving native plants.*

**Response:** The proposed development will maintain a low-water use plant palette (refined landscape plan to be provided with DRB submittal). Context appropriate desert plant materials will be utilized with the development of the Property, consistent with the established vegetative pattern found throughout Downtown and appropriate palette for the Camelback Road streetscape.

13. *The extent and quality of lighting should be integrally designed as part of the built environment.*

**Response:** Lighting will be designed in a manner that is respectful of the surrounding context while maintaining safety for Downtown visitors.

14. *Signage should consider the distinctive qualities and character of the surrounding context in terms of size, color, location and illumination.*

**Response:** Project identification will be contextually appropriate and processed under a separate approval and permit process.



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## **X. Conclusion**

Downtown Scottsdale is a community where residents and visitors enjoy a superior urban quality of life. The entertainment/cultural amenities, shops, restaurants, hotel and range of employment opportunities found within Downtown contribute to Scottsdale's well-earned reputation as a premier destination and place to live, play and work. The redevelopment of this Property will play a meaningful role in the fabric of Scottsdale's Downtown by implementing the goals and policies set forth in both the General Plan and Downtown Plan. The Don & Charlie's Hotel will provide a boutique luxury and lifestyle experience for visitors.

A. *Density, Gross Floor Area Ratio (GFAR), and Building Height Maximum.*

1. Density, GFAR and building height maximums are shown in Table.A.

<b>Table A.</b> <b>Density, Gross Floor Area Ratio (GFAR), and Building Height Maximums</b>			
Sub-district and Development Type	Building Height Maximum <sup>(1) (2)</sup>	GFAR Maximum <sup>(2)</sup>	Density Maximum (per acre of gross lot area)
Downtown Multiple Use - Type 2	75 feet	1.71	50 dwelling units
Note: 1. Includes rooftop appurtenances. 2. Includes bonuses			

B. *Setbacks from public streets, except alleys.*

1. The minimum setback from public streets (except alleys) is shown in Table B. The setback is measured from the back of curb, with the exception of the 75<sup>th</sup> Street realignment in which case the setback shall be measured from the existing curb location prior to realignment.

<b>Table B.</b> <b>Minimum Setback for Buildings Adjacent to Public Streets, except alleys</b>	
Street	Minimum Building Setback
East Camelback Road	40 feet
All other public streets and public street segments in the Type 2 Area	20 feet
Alleyways	0 feet

2. The adjustment of front yard requirements in Article VII. does not apply.  
of the property lines at the corner.



C. *Building location.*

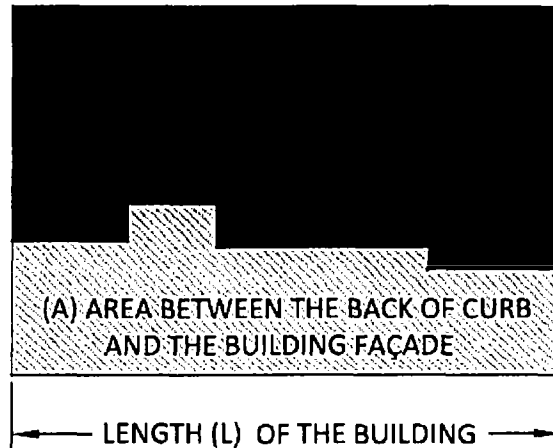
1. A building adjacent to a public street (except alleys) shall be located as follows:
  - a. In a Type 2 Area, at least twenty-five (25) percent of the:
    - i. Length of the building façade shall be located at the minimum setback with the exception of Indian Plaza due to curve configuration.
2. In a Type 2 Area, a building with a building façade length of two hundred (200) feet or more shall be located to achieve a prevailing setback shown in Table C. The building façades on a corner lot are calculated separately, and not added together.

<b>Table C. Prevailing Setbacks for Buildings Adjacent to a Public Street (except alleys)</b>	
<b>Street</b>	<b>Prevailing Setback</b>
<b>Camelback Road</b>	<b>Between 40 and 50 Feet</b>
<b>All other public street and public street segments</b>	<b>Between 20 and 35 Feet</b>

3. The prevailing setback is equal to the area between the back of curb and the building façade, divided by the length of the building, as shown in Example C below.

### Example C.

#### Calculation of the Prevailing Setback



$$\text{PREVAILING SETBACK} = \frac{\text{AREA (A)}}{\text{LENGTH (L)}}$$

#### D. *Stepbacks.*

1. Property in the Downtown Multiple Use - Type 2 Areas: The stepback plane shall incline at a ratio of 1:1, beginning thirty (30) feet above the minimum setback from the public street to forty-five (45) feet; and beginning at forty-five (45) feet, incline at a ratio of 2:1.

##### Exceptions:

- a. North Edge/ Camelback Road: There shall be no setback plane required for the 6th level of hotel and rooftop appurtenances.
  - b. South Edge/Alley: There shall be no stepback plane required.
  - c. West Edge/ 75<sup>th</sup> Street and Indian Plaza: There shall be no setback plane required.
2. If there is a conflict at the intersection of the stepback planes, the less gradual slope controls.

#### E. *Exceptions to building location, setback, prevailing setback and stepback standards.*

1. Certain exceptions to building location, setback and stepback standards are allowed if the Development Review Board finds the exceptions conform to:
  - a. The Downtown Plan and Downtown Plan Urban Design & Architectural Guidelines; and
  - b. The sight distance requirements of the Design Standards and Policy Manual.



2. Subject to design approval by the Development Review Board, the following exceptions to building location, setback and stepback standards are allowed:
  - a. A maximum of ten (10) feet for cornices, eaves, parapets, architectural elements and fireplaces.
  - b. A maximum of twenty (20) feet for canopies and other covers over sidewalks, balconies and terraces.
  - c. Balcony walls and railings with a maximum inside height of forty-five (45) inches.
  - d. Uncovered balconies, uncovered terraces and patios at and below grade.
  - e. Covered sidewalks and uncovered terraces directly above a sidewalk.
  - f. Building encroachments and projections of five (5) feet permitted above ground level.
3. Subject to design approval by the Development Review Board, in a Type 2 Area, a maximum fifteen (15) feet exception to stepback and setback standards above the first floor (not specified in F.2. above), is allowed for projections that:
  - a. Are less than fifty (50) percent of the length of the segment of the building façade where the projections occur; and
  - b. Are less than thirty-three (33) percent of the surface area of the segment of the building façade where the projections occur.
4. Subject to design approval by the Development Review Board, an exception to the stepback standard is allowed for stairwells and elevator shafts.

In accordance with the provisions of the Infill Incentive District, Section 9.104.F. is amended as follows:

F. *Parking master plan.*

1. Purpose. A parking master plan is presented as an option to promote the safe and efficient design of parking facilities for sites in the Downtown Type 1 and Type 2 areas as designated by the Downtown Plan larger than sixty thousand (60,000) gross square feet. The city recognizes that strict application of the required parking standards or ratios may result in the provision of parking facilities of excessive size or numbers of parking spaces. This results in excessive pavement and impermeable surfaces and may discourage the use of alternate transportation modes. A parking master plan provides more efficient parking through the following requirements.



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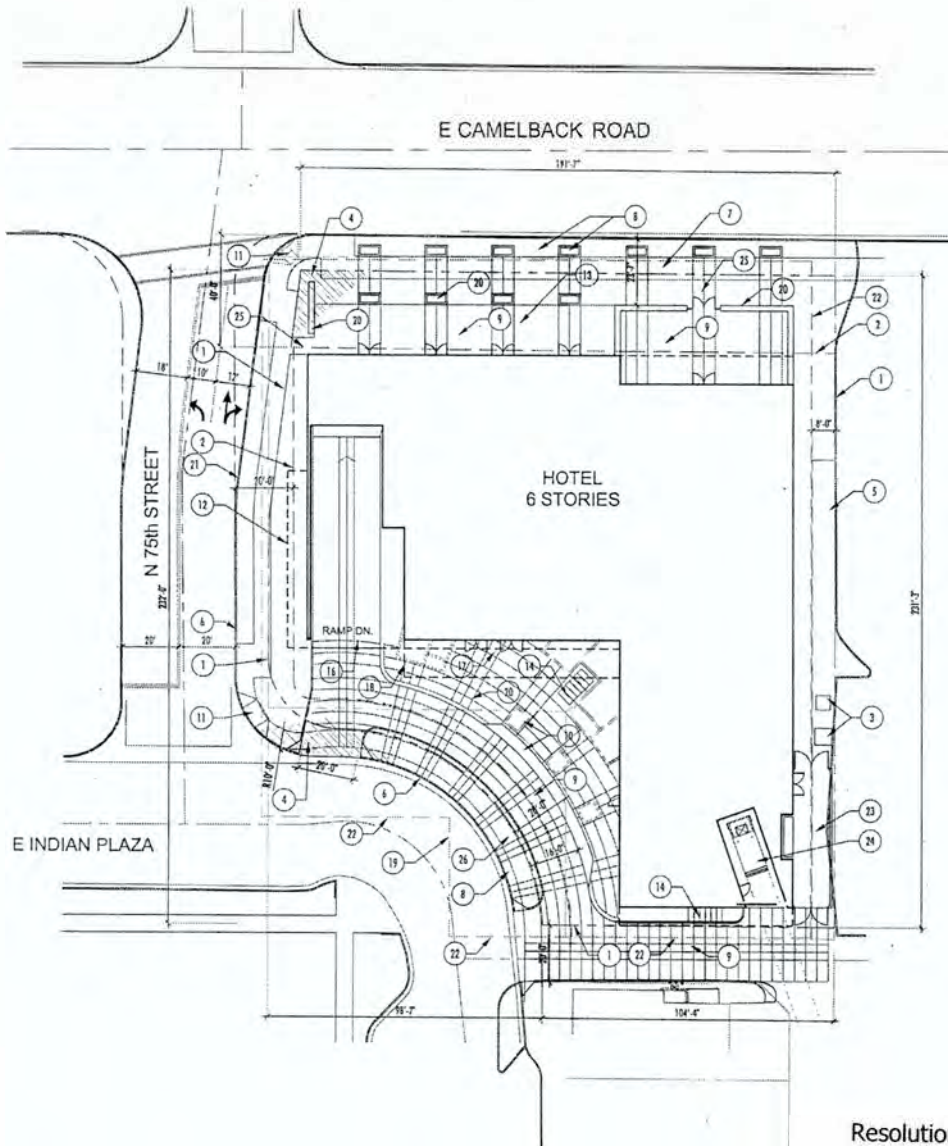


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## Site Plan

PROJECT ADDRESS: 7501 E CAMELBACK ROAD  
SCOTTSDALE, AZ 85251

CURRENT ZONING: C-3 DO  
PROPOSED ZONING: D/DMU-2 PBD DO  
WITH INFILL INCENTIVE DISTRICT (IID)

CONSTRUCTION TYPE: TYPE-III/A

GROSS LOT AREA: 62,567 sq.ft.  
NET LOT AREA: 40,126 sq.ft. (0.92 Acre)

BUILDING AREA: 107,000 sq.ft.  
BUILDING FOOTPRINT: 24,600 sq.ft.  
TOTAL UNITS: 181 Keys

GFAR  
ALLOWED: 1.4  
ALLOWED WITH BONUS: 3.0  
PROPOSED: 1.71

LOT COVERAGE: 0.61

BUILDING HEIGHT  
ALLOWED: 66'-0"  
ALLOWED WITH BONUS: 78'-0"  
PROPOSED: 75'-0"

MINIMUM SETBACK  
CAMELBACK ROAD: 40'-0"  
ALL OTHER STREETS: 20'-0"

REQUIRED VEHICLE PARKING  
SEE INCLUDED TRAFFIC STUDY AND  
PARKING MASTER PLAN

PROVIDED GARAGE SPACES 114 Spaces

ACCESSIBLE SPACES  
REQUIRED: 5  
PROVIDED: 5 (INCLUDING VAN SPACE)

BICYCLE PARKING  
REQUIRED: 12 (1 PER 10 VEHICULAR)  
PROVIDED: 12

### KEYNOTES

1. PROPERTY LINE
2. BUILDING SETBACK
3. NEW TRANSFORMER AND SWITCH CABINETS
4. SIGHT VISIBILITY TRIANGLE
5. EXISTING PUBLIC UTILITY EASEMENT
6. CONCRETE CURB, 6" HEIGHT TYPICAL
7. 8' WIDE DETACHED SIDEWALK
8. RIGHT OF WAY LANDSCAPING
9. DECORATIVE PAVING
10. FLUSH CURB WITH PLANTERS
11. CURB RAMP WITH DETECTABLE WARNING TEXTURE
12. BUILDING OUTLINE ABOVE
13. RESTAURANT PATIO
14. BICYCLE PARKING RACKS
15. FIRE DEPARTMENT CONNECTION
16. PARKING GARAGE ENTRY
17. MAIN BUILDING ENTRY
18. LINE OF ENTRY CANOPY ABOVE
19. OUTLINE OF BELOW GRADE PARKING
20. RAISED BOX PLANTER
21. NEW CURBLINE PER 75TH STREET REALIGNMENT
22. OUTLINE OF GARAGE BELOW
23. LOADING AREA
24. REFUSE COMPACTOR LOCATED WITHIN FIRST FLOOR OF BUILDING
25. 8' SIDEWALK ACCESS TO PATIO AREA FROM 75TH STREET AND FROM CAMELBACK ROAD
26. 6' WIDE DETACHED SIDEWALK

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Exhibit A

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DON & CHARLIE HOTEL- Scottsdale, Arizona

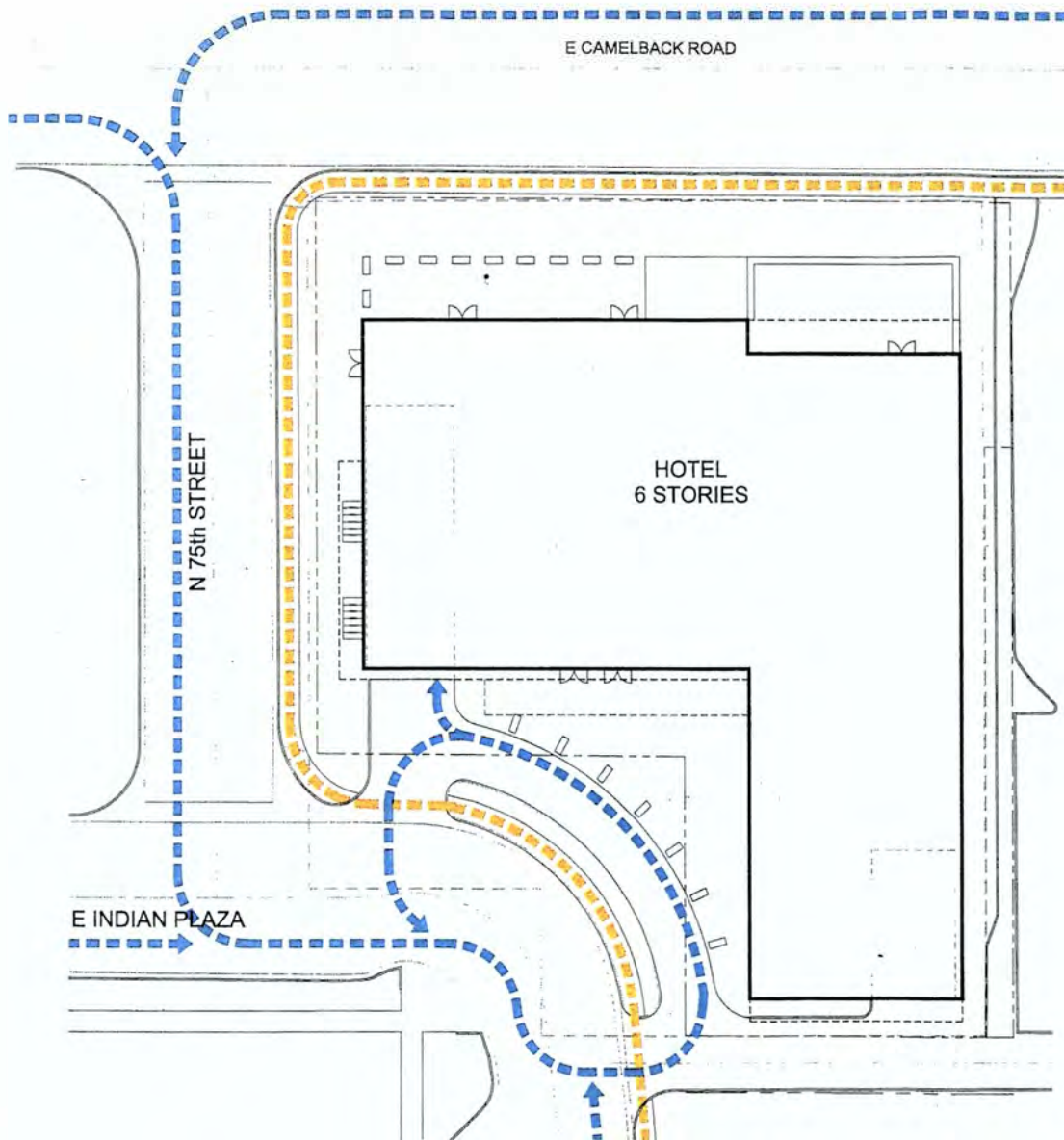
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1" = 20'-0"

17164-5/25/18



2-ZN-2018  
07/09/18



- VEHICLE CIRCULATION
- PEDESTRIAN CIRCULATION

## DON & CHARLIE'S HOTEL- Scottsdale, Arizona

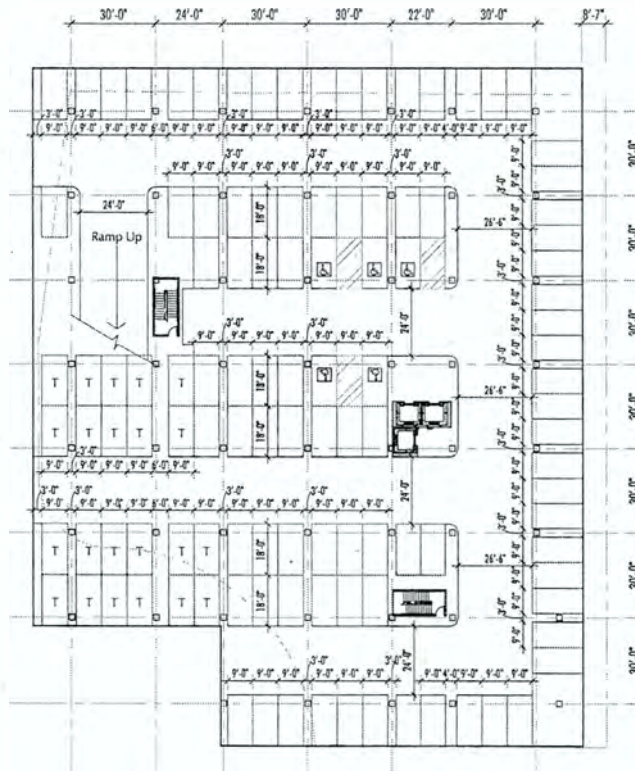
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CIRCULATION PLAN  
Scale: 1/16"=1'-0"  
17184-3/8/18







A ACCESSIBLE PARKING SPACE  
T TANDEM PARKING SPACE

## Below-Grade Parking

FLOOR AREA: 44,000sf  
PARKING: 114 SPACES

Resolution No. 11269  
Exhibit A  
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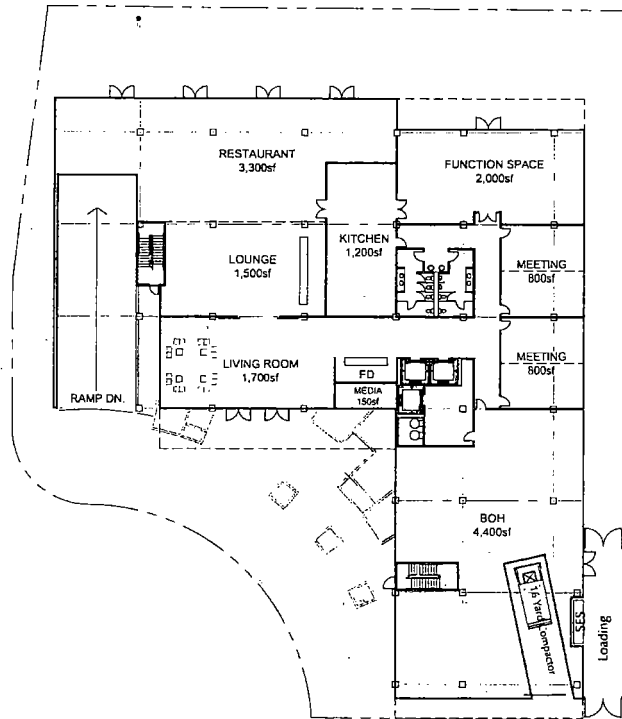
1" = 20'-0"  
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DON & CHARLIE HOTEL- Scottsdale, Arizona

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## First Floor Plan

FLOOR AREA: 23,000sf

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Exhibit A

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1" = 20'-0"

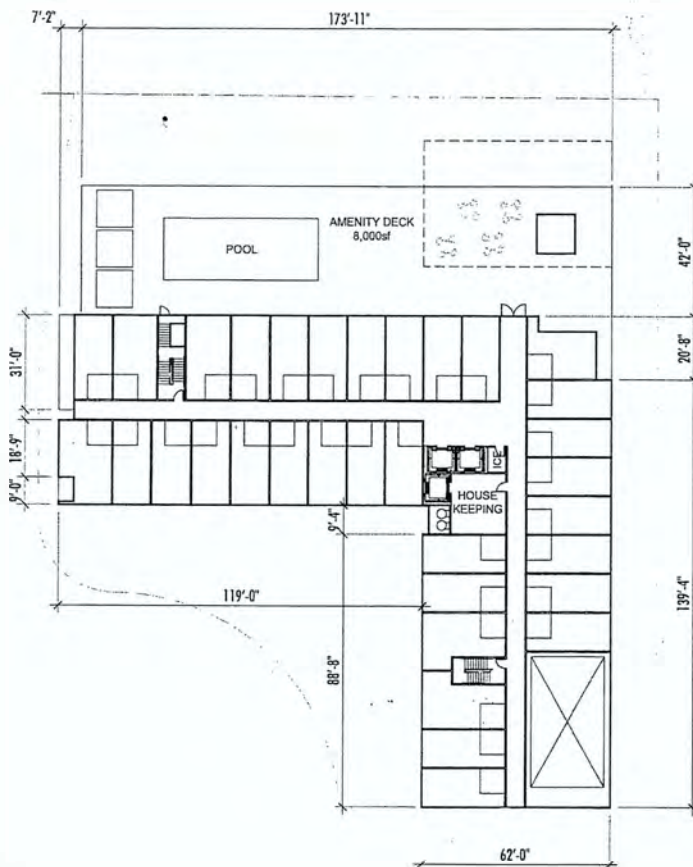
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## Second Floor Plan

FLOOR AREA: 16,000sf  
UNITS: 33 KEYS

10' 20' 30' 40' 50' 60' 70' 80' 90' 100'

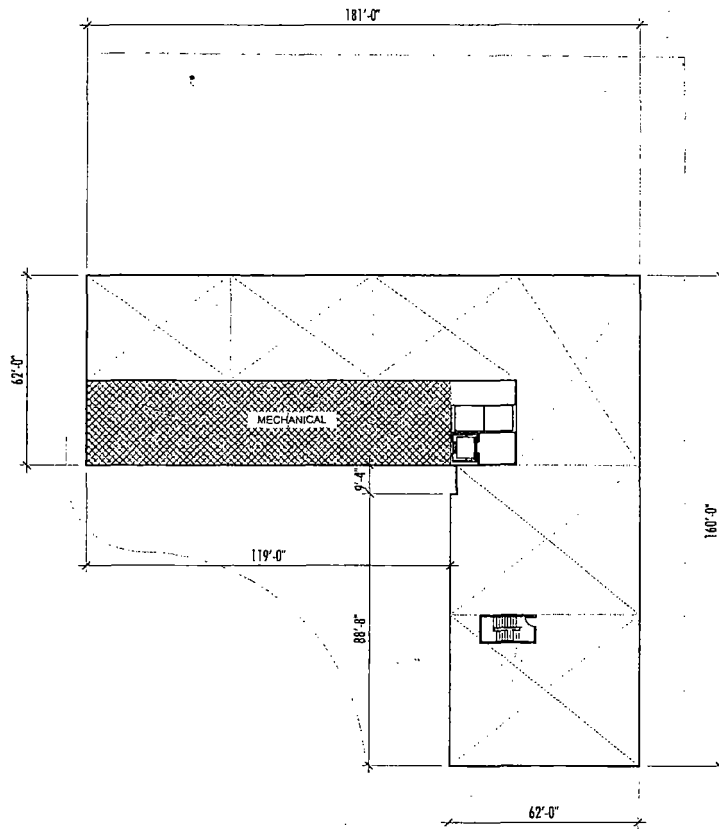
Scale: 1"=20'-0"  
17164- 5/25/18



Resolution No. 11269  
Exhibit A  
Page 52 of 71

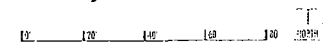
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## Roof Plan

ROOF AREA: 17,300sf  
MECHANICAL AREA: 3,300sf



Scale: 1"=20'-0"  
17164- 5/25/18

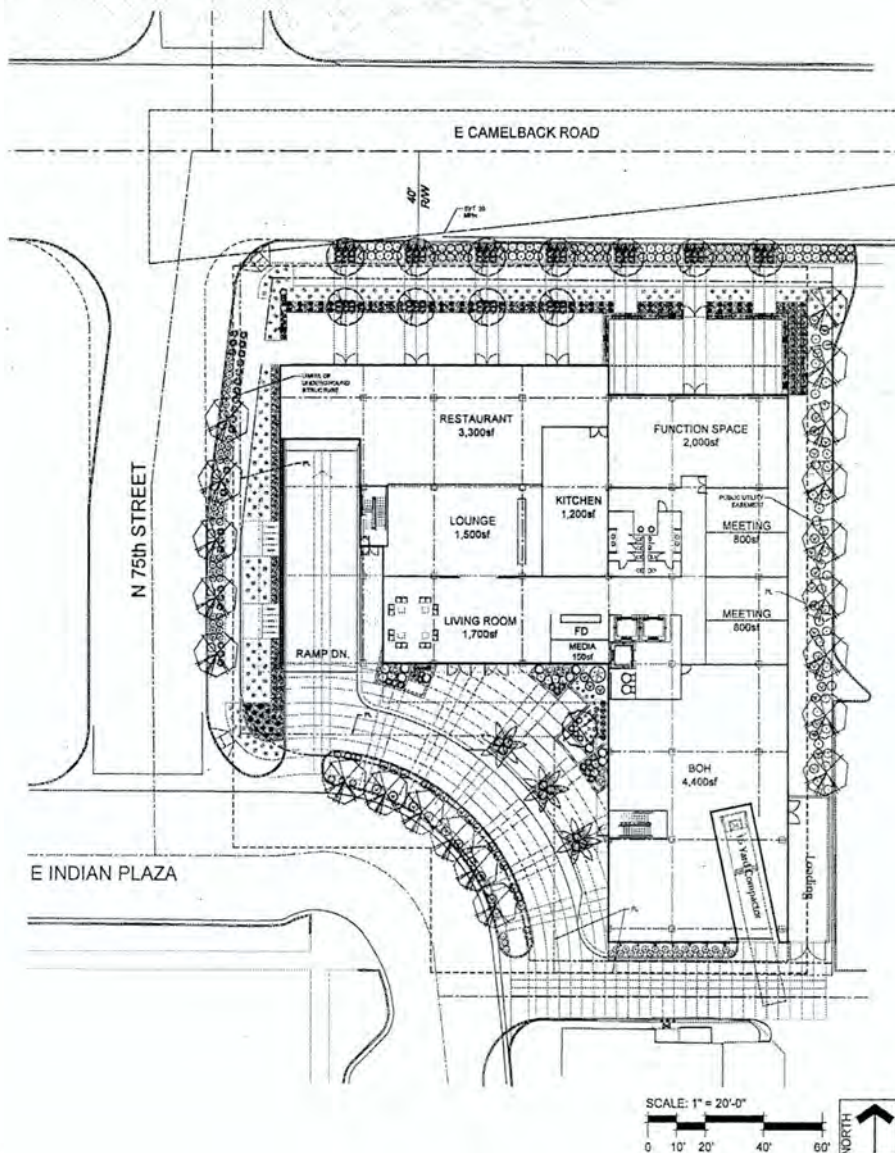


Resolution No. 11269  
Exhibit A  
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#### LANDSCAPE LEGEND

BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
<b>TREES</b>			
ACACIA ANEURA	MULGA	24" BOX (75" TO 1.25' CAL)	31
SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL	36" BOX (1.25' TO 2' CAL)	1
PHOENIX DACTYLIFERA	DATE PALM	15' CLEAR TRUNK MATCHING TREES (NO VISIBLE AIR ROOT)	3
BAUHIA CONGESTA	ORCHID TREE	24" BOX (75" TO 1.5' CAL)	11
<b>ACCENTS</b>			
AGAVE DESMETTIANA	SMOOTH AGAVE	5 GAL	28
ALOE HYBRID	BLUE ELF	5 GAL	31
ALOE VERA	YELLOW MEDICINE ALOE	5 GAL	111
ECHINOCACTUS GRUSONI	GOLDEN BARREL CACTUS	5 GAL	55
HESPERALOE PARVIFLORA	YELLOW YUCCA	5 GAL	191
SECTREASEA PALLIDA	PURPLE HEART	5 GAL	31
YUCCA RUMICOLA	TWISTED LEAF YUCCA	5 GAL	21
<b>GROUNDCOVERS AND SHRUBS</b>			
BALEYA MULTICATA	DESERT MANGROVE	5 GAL	7
DIETES BICOLOR	FORTNIGHT LILY	5 GAL	17
EREMOPHILA MACULATA	VALENTINE BUSH	5 GAL	78
LANTANA HYBRID	NEW GOLD LANTANA	5 GAL	16
STIPA TENASSIMA	MEXICAN THREAD GRASS	5 GAL	24
PELANTHUS MACROCARPUS	SUPPER PLANT	5 GAL	27
RUELLIA PENNELLARIS	DESERT PUELLIA	5 GAL	6
TECOMA STANS	GOLD STERN	5 GAL	1
VERBENA RIGIDA	PURPLE VERBENA	5 GAL	104
WEDDIEA TRILOBATA	YELLOW DOT	1 GAL	179
<b>VINES</b>			
BOUGAINVILLEA BARBARA KARST	BARBARA KARST BOUGAINVILLEA	5 GAL	21
<b>MATERIALS</b>			
THICK RECEPTACLE	24" DIA.	1	
DECOMPOSED GRANITE	1/2" SCREENED DESERT GOLD	2" MINIMUM THICKNESS IN ALL LANDSCAPE AREAS	
POLISHED BLACK STONE	1 1/2" x 2 1/2"	2" MINIMUM THICKNESS WHERE INDICATED	

#### CITY OF SCOTTSDALE LANDSCAPE NOTES

AREAS OF DECOMPOSED GRANITE WITHOUT PLANT MATERIALS/GROUNDCOVERS SHALL NOT EXCEED DIMENSIONS OF MORE THAN 7 FEET IN ANY ONE DIRECTION, MEASURED BETWEEN PLANT CANOPIES AND/OR COVERAGE.

A MINIMUM OF 50 PERCENTAGE (UNLESS OTHERWISE STIPULATED BY THE DEVELOPMENT REVIEW BOARD, AND/OR THE ZONING ORDINANCE REQUIREMENTS) OF THE PROVIDED TREES SHALL BE MATURE TREES. PURSUANT TO THE CITY OF SCOTTSDALE'S ZONING ORDINANCE ARTICLE X, SECTION 10.301, AS DEFINED IN THE CITY OF SCOTTSDALE'S ZONING ORDINANCE ARTICLE III, SECTION 3.100.

A SINGLE TRUNK TREE'S CALIPER SIZE, THAT IS TO BE EQUAL TO OR LESS THAN 4-INCHES, SHALL BE DETERMINED BY UTILIZING THE SMALLEST DIAMETER OF THE TRUNK 6-INCHES ABOVE FINISHED GRADE ADJACENT TO THE TRUNK. A TREE'S CALIPER SIZE, FOR SINGLE TRUNK TREES THAT ARE TO HAVE A DIAMETER GREATER THAN 4-INCHES SHALL BE DETERMINED BY UTILIZING THE SMALLEST DIAMETER OF THE TRUNK 12-INCHES ABOVE FINISHED GRADE ADJACENT TO THE TRUNK. A MULTIPLE TRUNK TREE'S CALIPER SIZE IS MEASURED AT 8" ABOVE THE LOCATION THAT THE TRUNK SPLITS ORIGINATES, OR 0" ABOVE FINISHED GRADE IF ALL TRUNKS ORIGINATE FROM THE SOIL.

AREA WITHIN THE SIGHT DISTANCE TRIANGLES IS TO BE CLEAR OF LANDSCAPING, SIGNS, OR OTHER VISIBILITY OBSTRUCTIONS WITH A HEIGHT GREATER THAN 1.5 FEET. TREES WITHIN THE SIGHT TRIANGLE SHALL HAVE A SINGLE TRUNK AND A CANOPY THAT BEGINS AT 8 FEET IN HEIGHT UPON INSTALLATION. ALL HEIGHTS ARE MEASURED FROM NEAREST STREET LINE ELEVATION.

RETENTION/DETENTION BASINS SHALL BE CONSTRUCTED SOLELY FROM THE APPROVED CIVIL PLANS. ANY ALTERATION OF THE APPROVED DESIGN (ADDITIONAL FILL, Boulders, ETC.) SHALL REQUIRE ADDITIONAL FINAL PLANS STAFF REVIEW AND APPROVAL.

ALL RIGHTS-OF-WAY ADJACENT TO THIS PROPERTY SHALL BE LANDSCAPED AND MAINTAINED BY THE PROPERTY OWNER.

PRIOR TO THE ESTABLISHMENT OF WATER SERVICE, NON-RESIDENTIAL PROJECTS WITH AN ESTIMATED ANNUAL WATER DEMAND OF TEN (10) ACRE-FEET OR MORE SHALL SUBMIT A CONSERVATION PLAN IN CONFORMANCE WITH SECTIONS 49-245 THROUGH 49-248 OF THE CITY CODE TO THE WATER CONSERVATION OFFICE.

TURF SHALL BE LIMITED TO THE MAXIMUM AREA SPECIFIED IN SECTIONS 49-245 THROUGH 49-248 OF THE CITY CODE AND SHALL BE SHOWN ON LANDSCAPE PLANS SUBMITTED AT THE TIME OF FINAL PLANS.

NO LIGHTING IS APPROVED WITH THE SUBMITTAL.

THE APPROVAL OF THESE PLANS RECOGNIZES THE CONSTRUCTION OF A LOW VOLTAGE SYSTEM AND DOES NOT AUTHORIZE ANY VIOLATION OF THE CURRENT CITY OF SCOTTSDALE ADOPTED ELECTRICAL CODE.

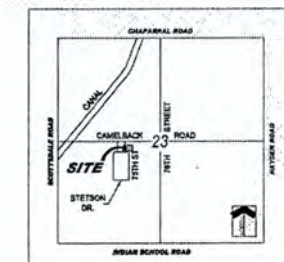
THE LANDSCAPE SPECIFICATION(S) OF THESE PLANS HAVE NOT REVIEWED AND SHALL NOT BE PART OF THE CITY OF SCOTTSDALE'S APPROVAL.

ALL SIGNS REQUIRE SEPARATE PERMITS AND APPROVALS.

NEW LANDSCAPING, INCLUDING SALVAGED PLANT MATERIAL AND LANDSCAPING INDICATED TO REMAIN, WHICH IS DESTROYED, DAMAGED OR EXPIRES DURING CONSTRUCTION SHALL BE REPLACED WITH LIKE SIZE, KIND, AND QUANTITY PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY LETTER OF ACCEPTANCE TO THE SATISFACTION OF THE INSPECTION SERVICES STAFF.

#### SITE / LANDSCAPE DATA

SITE AREA:	62,567 SF (1.44 AC)
TOTAL GROSS BUILDING AREA:	108,680 SF
ON-SITE LANDSCAPE:	9589 SF
PARKING: (UNDERGROUND)	109 STANDARD 5 ACCESSIBLE SPACES 12 BICYCLE SPACES
TURF AREA:	0 SF



**DON & CHARLIE'S HOTEL**

7501 EAST CAMELBACK ROAD  
SCOTTSDALE, ARIZONA 85251

Resolution No. 11269

Exhibit A  
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**PRELIMINARY  
LANDSCAPE PLAN**

PROJECT NUMBER: 12015  
ISSUED FOR:  
PRELIMINARY  
ISSUED DATE:  
7-5-18



DRAWN BY: JP REVIEWED BY: JA



**2-ZN-2018  
07/09/18**



## ROW Dedications and Abandonment

ROW Dedications   
Abandonment 

Scale: 1"=20'-0"  
17164-5/25/18



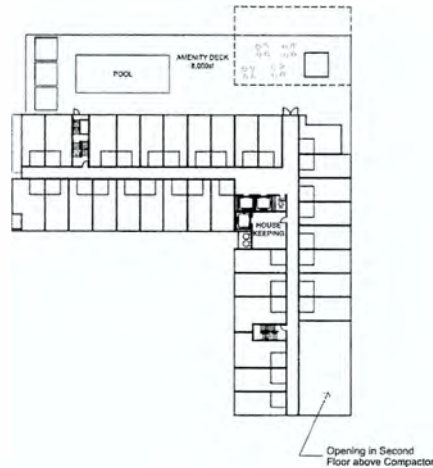
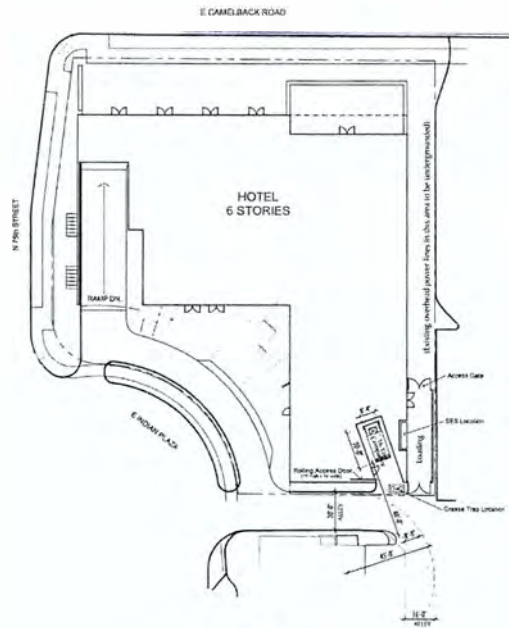
DON & CHARLIE HOTEL- Scottsdale, Arizona

Resolution No. 11269  
Exhibit A  
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**07/09/18**





COMPACTOR  
ACCESS DOOR  
(15' high x 14' wide)

## Hotel Service Area Exhibit

DON & CHARLIE HOTEL- Scottsdale, Arizona

Resolution No. 11269  
Exhibit A  
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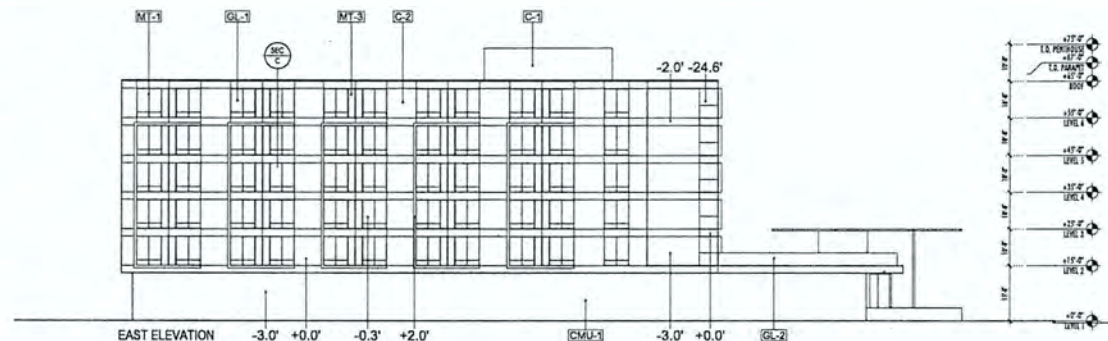
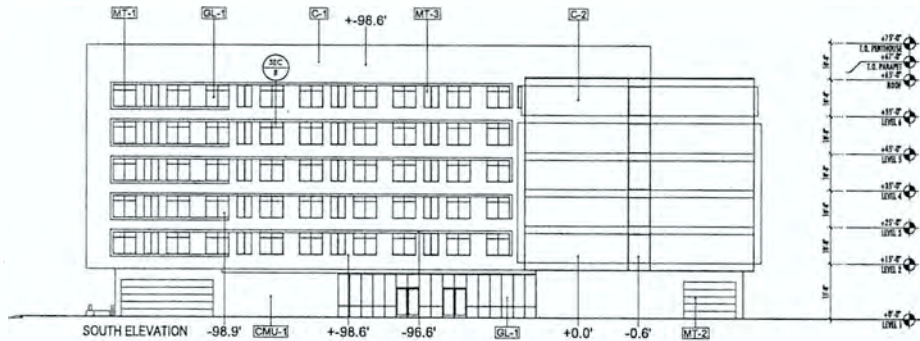
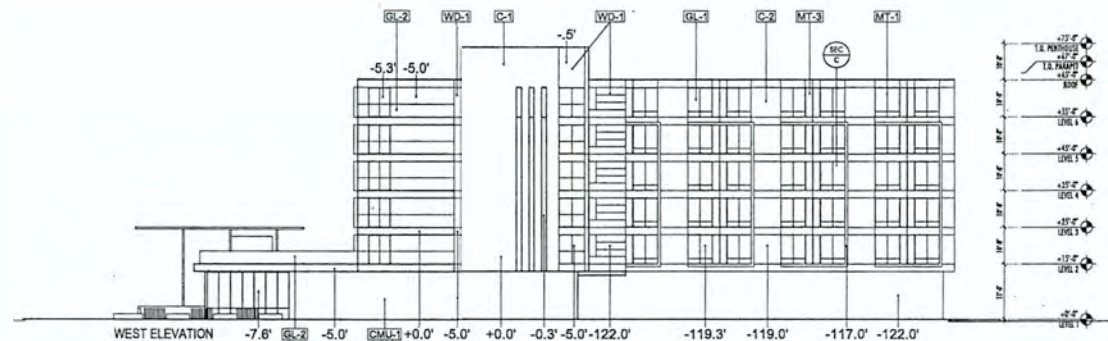
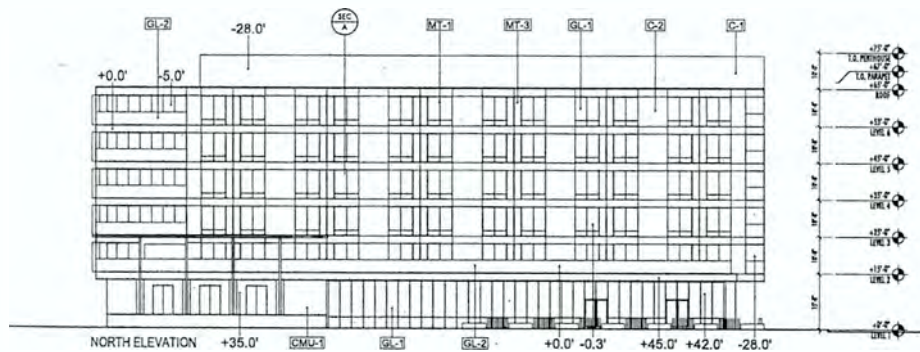
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17584-71218



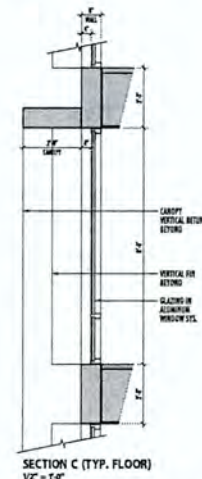
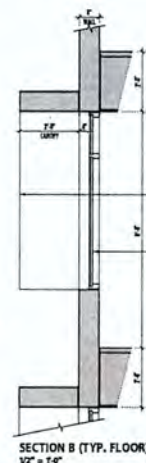
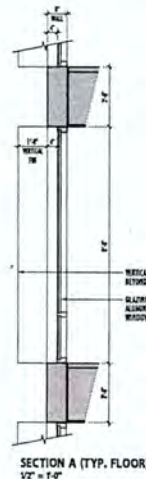
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2-ZN-2018  
07/09/18



- MATERIAL LEGEND**
- C-1 INTEGRATED COLOR FIBER CEMENT PANEL W/ CONCEALED FASTENERS, COLOR TBD
  - C-2 TINTED EXTERIOR CEMENT PLASTER, COLOR TBD
  - CMU-1 INTEGRATED COLOR CONCRETE MASONRY, COLOR TBD
  - GL-1 CLEAR, LOW-E COATED INSULATED GLAZING
  - GL-2 LOW IRON LAMINATED GLASS RAILING
  - MT-1 ANODIZED ALUMINUM WINDOW SYSTEM, COLOR TBD
  - MT-2 ANODIZED ALUMINUM COMPOSITE PANEL, COLOR TBD
  - MT-3 ANODIZED ALUMINUM LOUVERS, COLOR TBD
  - WD-1 WOOD PLANKING

Resolution No. 11269  
Exhibit A  
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BUILDING ELEVATIONS  
Scale: 1/16"=1'-0"  
17164- 3/8/18

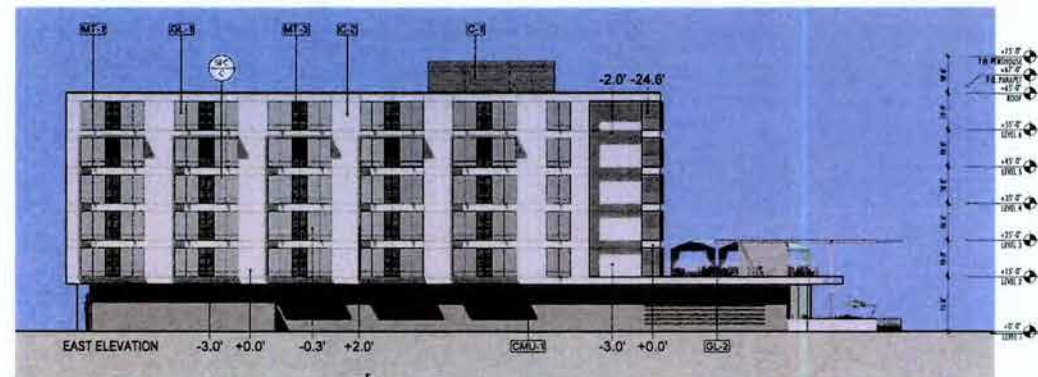
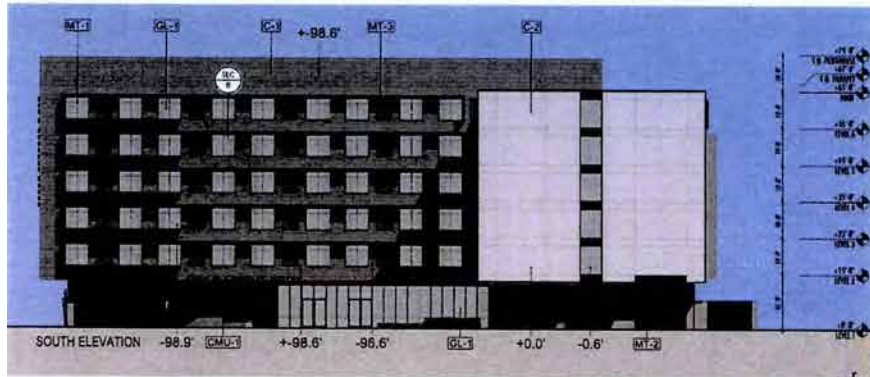
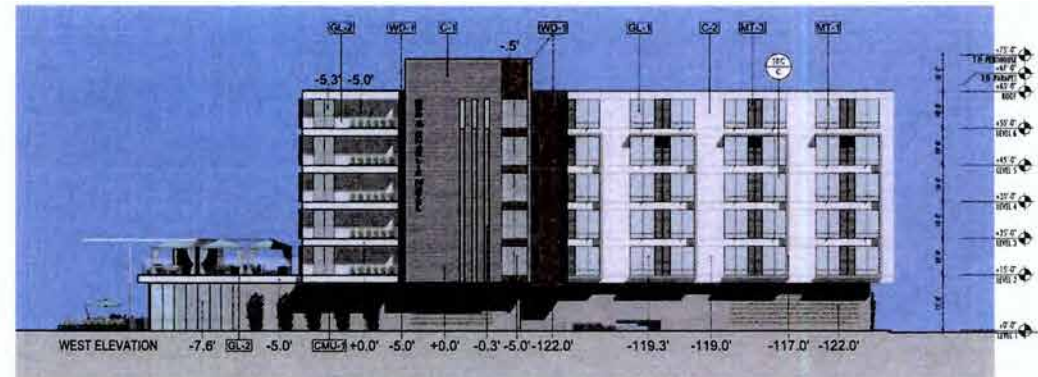
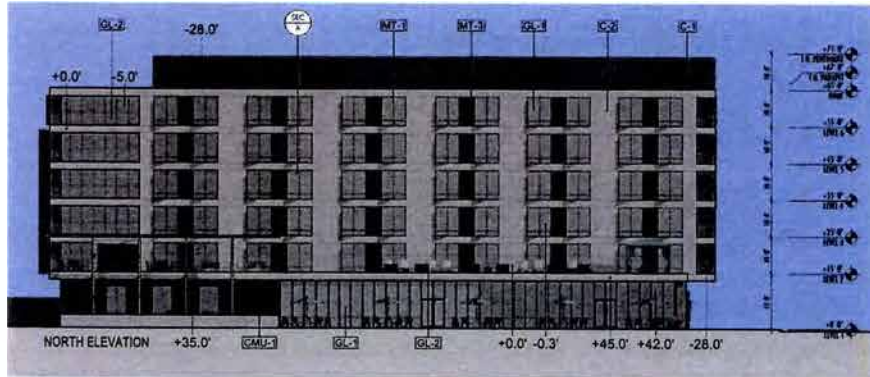


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DON & CHARLIE'S HOTEL- Scottsdale, Arizona

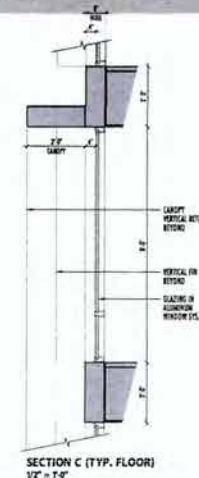
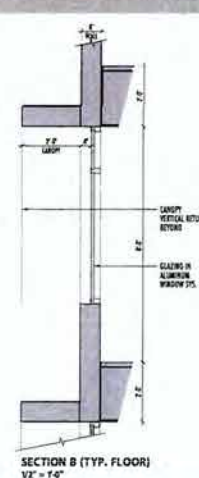
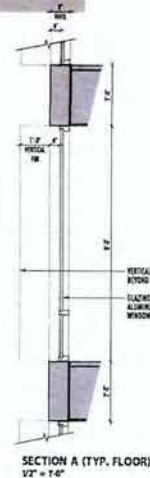
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- MATERIAL LEGEND**
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  - WD-1 WOOD PLANKING

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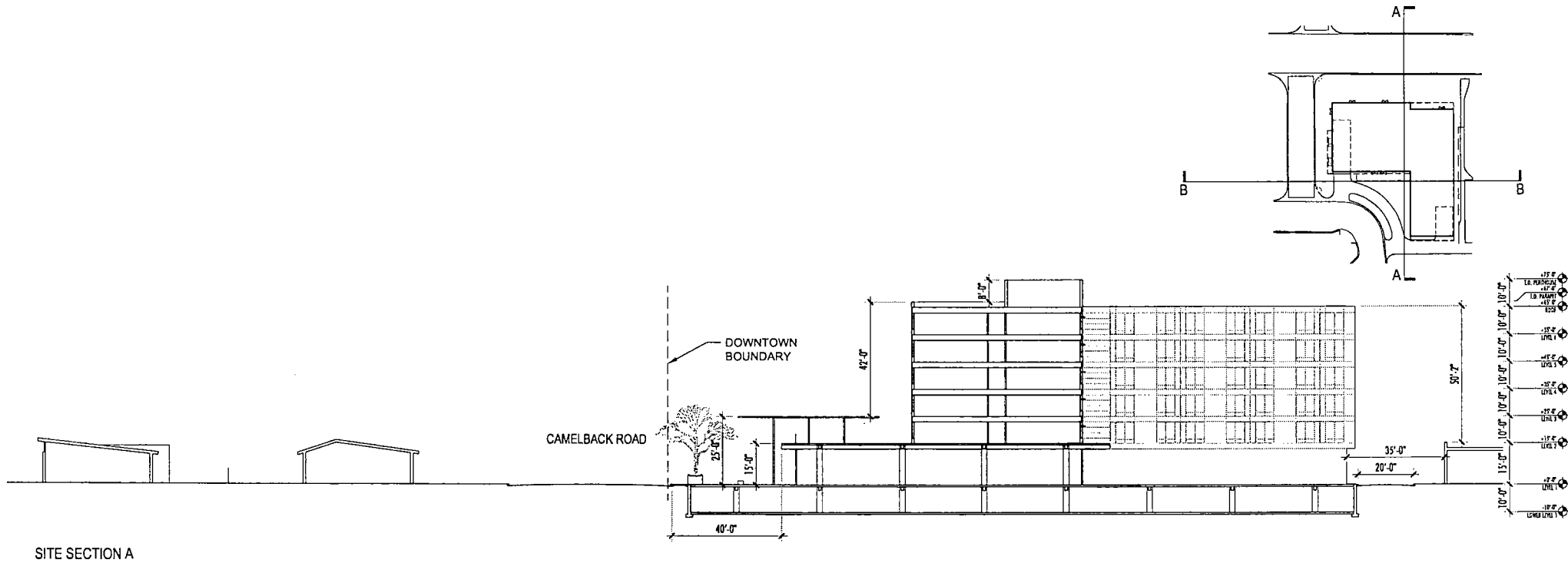
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BUILDING ELEVATIONS - COLOR  
Scale: 1/16"=1'-0"  
17184-3/8/18



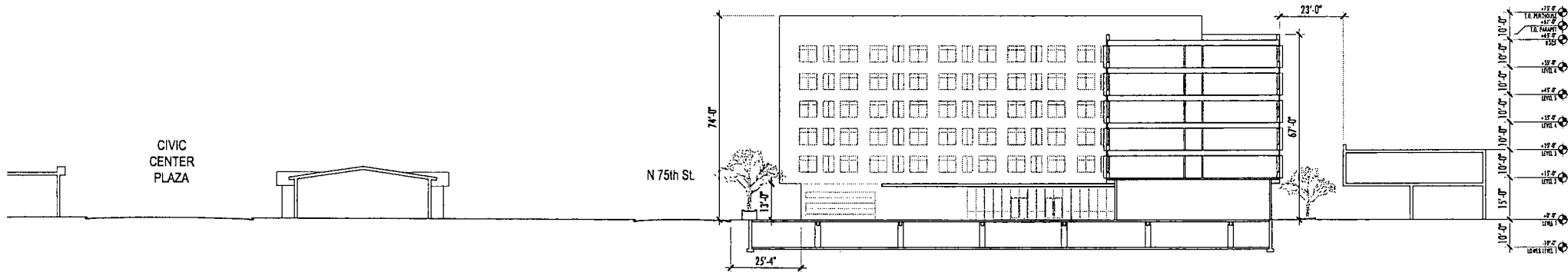
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DON & CHARLIE'S HOTEL- Scottsdale, Arizona

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SITE SECTION A



SITE SECTION B

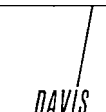
# DON & CHARLIE'S HOTEL- Scottsdale, Arizona

Resolution No. 11269

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TRANSITIONS PLAN  
Scale: 1/16"=1'-0"  
17164- 3/8/18







OPWEST SCOTTSDALE HOTEL- Scottsdale, Arizona

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**2-ZN-2018**  
**05/25/18**





OPWEST SCOTTSDALE HOTEL- Scottsdale, Arizona

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**2-ZN-2018**  
**05/25/18**





OPWEST SCOTTSDALE HOTEL- Scottsdale, Arizona

Resolution No. 11269  
Exhibit A  
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17164- 5/9/18



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# OPWEST SCOTTSDALE HOTEL- Scottsdale, Arizona

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**2-ZN-2018**  
**05/25/18**





# OPWEST SCOTTSDALE HOTEL- Scottsdale, Arizona

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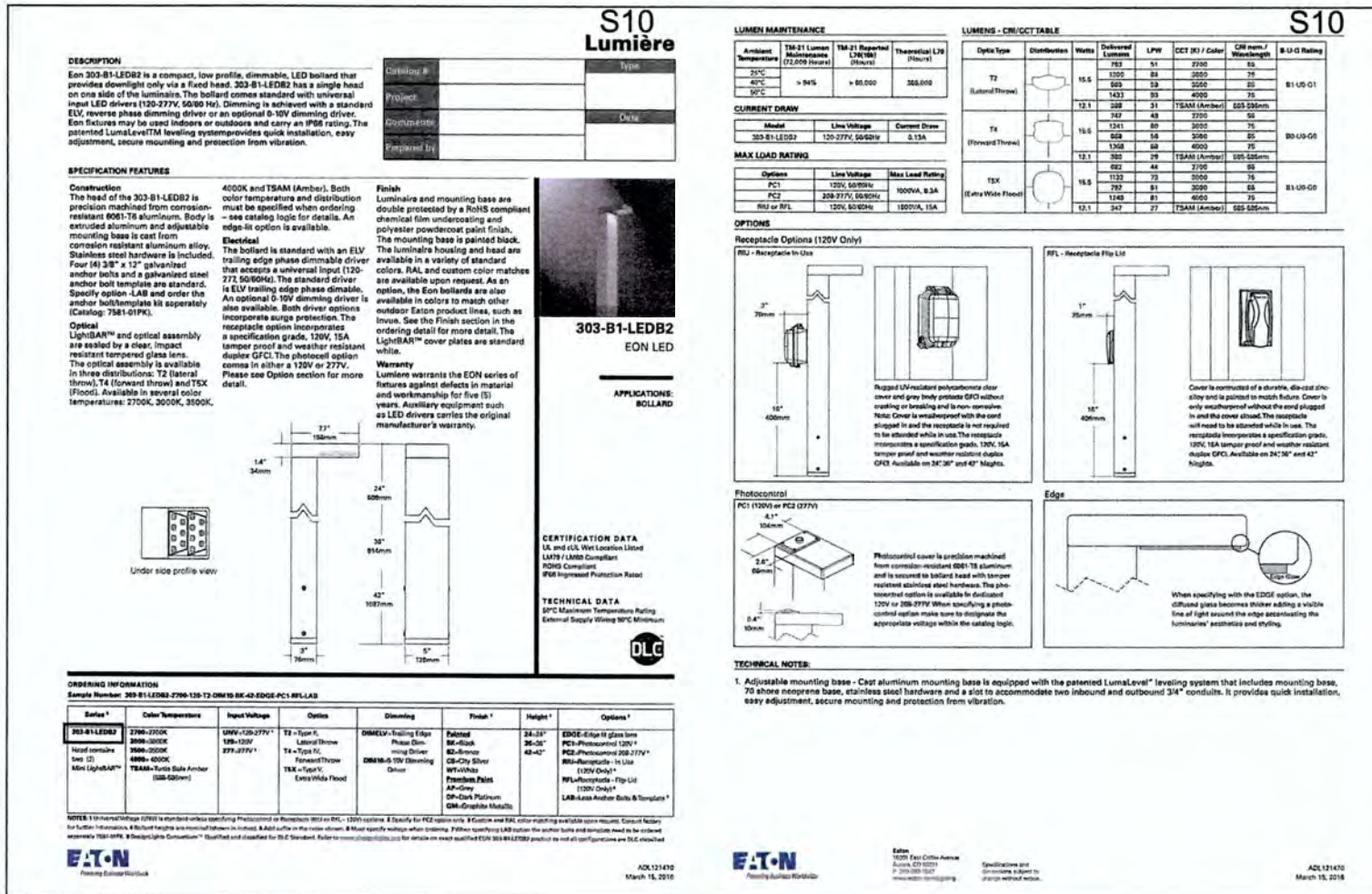
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TYPE: S10

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LIGHTING FIXTURE CUTSHEETS  
Scale: N.T.S.  
17164- 3/8/18



2-ZN-2018  
07/09/18









lipLEDs™

LLED8700

S7

FEATURES

**APPLICATIONS** Ambient, Decorative Lighting  
**VOLTAGE** 120V  
**LAMP TYPE** LED  
**DIMMING** Triac  
**LENGTH** Built to Order  
**MOUNTING** Mounting Clips or Mounting Channel  
**EFFICACY** 250, 314 Lumens per foot  
 400, 228 Lumens per foot  
**CRI** > 82  
**VIEWING ANGLE** 170 Degrees  
**LED LIFE** 50,000 hrs.  
**MAXIMUM RUN** 80' (PC-4AMP), 21' (PC-1.6AMP)  
**LISTING** Dry/Damp or Wet Location

ELECTRICAL

LLED8700 is available in 120 Watts. The 120V system does not require a center splice.

Do not cut LED strip  
 Every 4' has 18" F" assembly increments  
 + 1/2" assembly increments



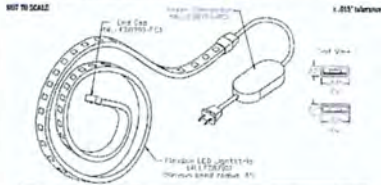
FLEXIBILITY

LLED8700 is a highly flexible LED system that allows for field shaping and design including letters, patterns, and more.

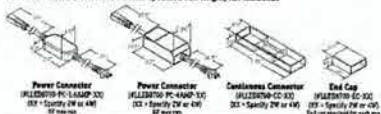
LED SPECIFICATIONS

LAMP NUMBER	DESCRIPTION
LED-2.4E	2400K Warm White
LED-2.7E	2700K Warm White
LED-3.0E	3000K Warm White
LED-4.0E	4000K Cool White
LED-4.5E	4500K Cool White

MOUNTING OPTIONS (Not Included)



ACCESSORIES (Assembled with specified run length, not included)



SPECIFY PRODUCT CODE (Use drop down menu to complete table or fill in the blanks)

SERIES	OPTICS	WATTS PER FOOT	LED	DRY OR WET	FINISH
LLED8700**	Clear Lens (CL)	2 Watts (4W)	LED-2.4E	Dry (DR)	Natural Silver (SA)*
LLED8700-CHW	Clear Lens (CL)	4 Watts (8W)	LED-2.4E	Indoor (DR)	Natural Silver (SA)*
LLED8700-CR	50% Semi-Frosted Lens (SF)		LED-3.0E	Indoor (DR)	Polished (PS)
LLED8700-DC	100% Frosted Lens (F)		LED-4.0E	Indoor (DR)	White (WT)
LLED8700-LR	100% Frosted Lens (F)		LED-5.0E	Indoor (DR)	White (WT)
LLED8700-LSE			LED-5.0E	Indoor (DR)	Black (BK)
LLED8700-CL				Indoor (DR)	Green (GR)
LLED8700-BD				Indoor (DR)	Red (RD)
LLED8700-SL				Indoor (DR)	Silver (SR)
LLED8700-DL				Indoor (DR)	
LLED8700-UC*				Indoor (DR)	
LLED8700-WIC				Indoor (DR)	
LLED8700-WICE				Indoor (DR)	

\* Standard Finish - Natural Silver (NAT) Blank  
 \*\* For optics available  
 \*\*\* Standard end - Clear if left blank

CALI

CALIFORNIA ACCENT LIGHTING, INC.  
 2034 E. Lincoln Ave. #431, Anaheim, CA 92806  
 ph. 800.921.CALI (2254) or 714.535.7900 | fx. 714.535.7902  
 info@calighting.com | calighting.com



2017.12.14.92

lipLEDs™

LLED8700

S7

SURFACE MOUNT (Click on [ ] icon next to product name to see individual submittal)



RECESS MOUNT



CORNER MOUNT



PENDANT MOUNT (All pendant mount products can also be surface mounted)



CALI

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 2034 E. Lincoln Ave. #431, Anaheim, CA 92806  
 ph. 800.921.CALI (2254) or 714.535.7900 | fx. 714.535.7902  
 info@calighting.com | calighting.com



2017.12.14.92

TYPE: S7

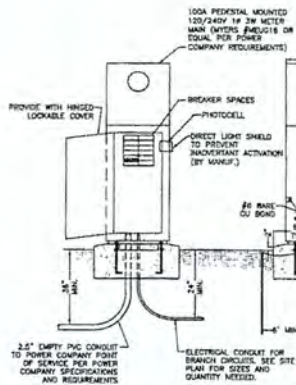
Resolution No. 11269  
 Exhibit A  
 Page 70 of 71

LIGHTING FIXTURE CUTSHEETS  
 Scale: N.T.S.  
 17164-

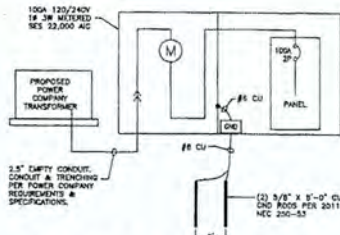
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2-ZN-2018  
 07/09/18

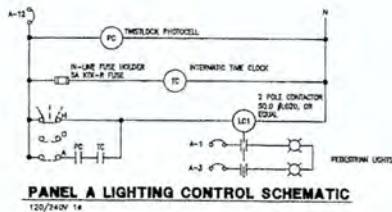
Notice of IP Rights: 2018 DAVIS. THESE DESIGNS ARE THE EXCLUSIVE PROPERTY OF DAVIS. NO USE OR REPRODUCTION IS PERMITTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF DAVIS.



**100A PEDESTAL MOUNTED SERVICE**  
NO SCALE 120/240V 1A 3W



**SINGLE LINE DIAGRAM**  
120/240V 1A 3W

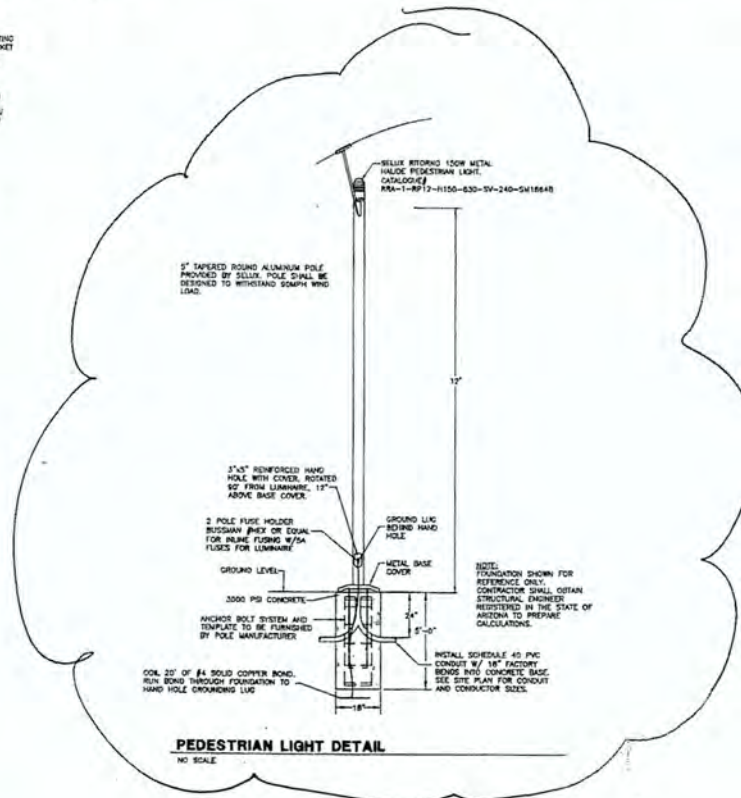


**PANEL A LIGHTING CONTROL SCHEMATIC**  
120/240V 1A

**PEDESTAL NOTES**

1. APPROVED EQUAL MANUFACTURERS: MCBANK, PACIFIC UTILITY PRODUCTS
2. SUBMIT SHOP DRAWINGS TO POWER COMPANY FOR APPROVAL PRIOR TO ORDERING EQUIPMENT.
3. PEDESTAL SHALL BE INSTALLED IN ACCORDANCE WITH ALL NEC CODE AND POWER COMPANY CLEARANCE REQUIREMENTS.
4. ALL WIRING SHALL BE INSTALLED IN AN ORGANIZED AND NEAT MANNER.
5. ALL EQUIPMENT SHALL HAVE LAMCDED NAMEPLATES WITH 1/4\"
6. PANEL SCHEDULE SHALL BE NEATLY & ACCURATELY TYPED AND PLACED ON THE INSIDE DOOR ON A LAMINATED SHEET.
7. PEDESTAL SHALL BE COMMERCIAL RATED WITH APPROVED TEST BLOCKS PER POWER COMPANY REQUIREMENTS.

PANEL A		120/240V, 1A, 3W		100A MAIN BREAK	
LOC	NO.	DESCRIPTION	LOAD	AMP	LOAD
1	207	PEDESTAL LIGHTING*	1628	1628	0
2	72	PEDESTAL LIGHTING*	1628	1628	0
3	72	PEDESTAL LIGHTING*	1628	1628	0
4	72	PEDESTAL LIGHTING*	1628	1628	0
5	72	PEDESTAL LIGHTING*	1628	1628	0
6	72	PEDESTAL LIGHTING*	1628	1628	0
7	72	PEDESTAL LIGHTING*	1628	1628	0
8	72	PEDESTAL LIGHTING*	1628	1628	0
9	72	PEDESTAL LIGHTING*	1628	1628	0
10	72	PEDESTAL LIGHTING*	1628	1628	0
11	72	PEDESTAL LIGHTING*	1628	1628	0
CODE TOTAL VA		1628	1628	INDICATES LOAD @ 125%	
CODE TOTAL AMPS		13.6	15.2	23,000 AIC BREAKERS	



**PEDESTAL LIGHT DETAIL**  
NO SCALE

WRIGHT ENGINEERING  
PROJECT NO.  
**14280**

DESIGN BY: SLC  
DRAWN BY: SLC  
CHECKED BY: ADK

**WRIGHT**  
engineering corporation  
185 EAST COLUMBIA AVENUE • CHANDLER, ARIZONA 85225  
PHONE: (480) 948-4444 FAX: (480) 948-4445  
WWW.WRIGHT-ENG.COM

PROJ. NO. TITLE  
**OFFSITE PEDESTAL LIGHTING PLAN**  
**75TH ST. INDIAN PL. & CIVIC CENTER PL.**  
**PEDESTAL LIGHTING DETAILS**

DATE: 10/11/11  
BY: SLC  
CHECKED BY: ADK  
REVISIONS:  
1. 10/11/11: 100A PEDESTAL LIGHTING PLAN  
2. 10/11/11: 100A PEDESTAL LIGHTING PLAN



SEALING NO.  
**SES**  
OF 2



**TYPE: S8 & S9**

Resolution No. 11269

Exhibit A

Page 71 of 71

**LIGHTING FIXTURE CUTSHEETS**

Scale: N.T.S.

17164-

DAVIS

**DON & CHARLIE'S HOTEL- Scottsdale, Arizona**

Notice of IP Rights: 2018 DAVIS. THESE DESIGNS ARE THE EXCLUSIVE PROPERTY OF DAVIS. NO USE OR REPRODUCTION IS PERMITTED WITHOUT THE EXPRESS WRITTEN PERMISSION OF DAVIS.

**2-ZN-2018**

**07/09/18**



## RESOLUTION NO. 11271

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, ABANDONING, SUBJECT TO CONDITIONS AND RESERVATIONS, CERTAIN INTERESTS IN A PORTION OF THE PUBLIC RIGHT-OF-WAY AT EAST INDIAN PLAZA AND NORTH 75TH STREET

(7-AB-2018)  
(Don and Charlies Hotel)

### WHEREAS:

A. A.R.S. Sec. 28-7201, et seq., 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") planning commission and City Council have held hearings on the proposed abandonment of a certain portion of the street right-of-way and other interests (collectively the "Abandonment Right-of-way").

C. The Abandonment Right-of-way is legally described on **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto.

D. The Abandonment Right-of-way falls within, serves, affects or is near the parcel (the "Hotel Parcel") comprising approximately 1.44 gross acres located on the south east corner of North 75<sup>th</sup> Street and East Camelback Road as depicted on **Exhibit "C"** attached hereto.

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 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 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 by the city council of the City of Scottsdale, Arizona, as follows:

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 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 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 are satisfied in accordance with all applicable laws, regulations and policies and at no expense to City:

3.1 As compensation to City for the Abandonment Right-of-Way the owners of the Hotel Parcel ("Developer") shall compensate the City according to the terms of Development Agreement 2018-168- COS, in addition to any application fees or other amounts related to this resolution and in addition to any other amounts payable to City.

3.2 The zoning administrator executes the certificate at the bottom of this resolution indicating that the above conditions have been satisfied.

3.3 If any of the foregoing conditions are not satisfied prior to the second annual anniversary of this resolution, or if this resolution is not recorded prior to the end of that period, then the city clerk shall mark this resolution to indicate that this resolution is void.

PASSED AND ADOPTED by the city council of the City of Scottsdale this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

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

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

16656278v1



APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



Bruce Washburn, City Attorney

By: Margaret Wilson, Senior Assistant City Attorney

**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**

<u>Exhibit</u>	<u>Paragraph</u>	<u>Description</u>
A	C	Legal description of alley right-of-way to be abandoned
B	C	Depiction of right-of-way to be abandoned
C	C	Depiction of parcels affected by right-of-way to be abandoned

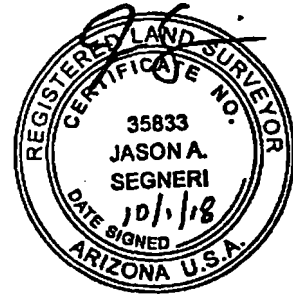
*[Note: This page is not part of the resolution. Remove it before the city council hearing.]*



**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

**RIGHT OF WAY ABANDONMENT**



A PORTION OF THE RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS DEDICATED ON THE FINAL PLAT FOR INDIAN PLAZA PROPERTIES, ACCORDING TO BOOK 76 OF MAPS, PAGE 20 RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**COMMENCING AT A FOUND ½" REBAR, LS TAG 18544 AT THE NORTHWEST CORNER OF TRACT B OF SAID PLAT;**

**THENCE SOUTH 0 DEGREES 0 MINUTES 12 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 160.16 FEET TO A FOUND PK NAIL, LS TAG 45377 MARKING THE SOUTHWEST CORNER OF SAID TRACT B;**

**THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT B, A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING;**

**THENCE SOUTH 89 DEGREES 32 MINUTES 7 SECONDS EAST, ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID TRACT B, A DISTANCE OF 99.24 FEET TO A FOUND PK NAIL, LS TAG 45377;**

**THENCE SOUTH 0 DEGREES 0 MINUTES 30 SECONDS WEST, CONTINUING ALONG SAID SOUTHERLY AND WESTERLY TRACT LINE, A DISTANCE OF 75.93 FEET;**

**THENCE NORTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, LEAVING SAID TRACT LINE, A DISTANCE OF 8.35 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WITH A CHORD BEARING OF NORTH 46 DEGREES 38 MINUTES 34 SECONDS WEST, A CHORD DISTANCE OF 101.02 FEET;**

**THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 73.57 FEET, THROUGH A CENTRAL ANGLE OF 86 DEGREES 42 MINUTES 53 SECONDS, A DISTANCE OF 111.35 FEET;**

**TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, WITH A CHORD BEARING OF NORTH 67 DEGREES 18 MINUTES 44 SECONDS WEST, A CHORD DISTANCE OF 18.98 FEET;**

**THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 37 MINUTES 41 SECONDS, A DISTANCE OF 19.47 FEET TO THE POINT OF BEGINNING.**

**SAID PARCEL CONTAINS 2,379 SQUARE FEET OR 0.055 ACRES, MORE OR LESS.**

**SURVEY INNOVATION GROUP, INC  
22425 N. 16<sup>TH</sup> STREET  
SUITE 1  
PHOENIX, ARIZONA 85024**

# EXHIBIT 'B'

## RIGHT OF WAY ABANDONMENT

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S0°00'12"E	160.16'
L2	S89°32'07"E	7.32'
L3	S89°32'07"E	99.24'
L4	S0°00'30"W	75.93'
L5	N89°37'36"W	8.35'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	86°38'52"	73.57'	111.26'	N46°36'33"W 100.96'
C2	44°37'41"	25.00'	19.47'	N67°18'44"W 18.98'



Resolution No. 11271  
Exhibit A  
Page 2 of 3

\*ALL LINE & CURVE TABLE INFORMATION IS CALCULATED

JOB #18-081	DWG: ROW ABANDONMENT	DATE: 10/01/18
SCALE: NTS	DRAWN: JAS	CHK: ELS
		SHEET: 1 OF 2



## RIGHT OF WAY ABANDONMENT CLOSURE REPORT

North: 9,805.3726' East: 9,147.5813'  
Segment# 1: Line  
Course: S89° 32' 07E Length: 99.24'  
North: 9,804.5677' East: 9,246.8181'

Segment# 2: Line  
Course: S0° 00' 30W Length: 75.93'  
North: 9,728.6377' East: 9,246.8070'

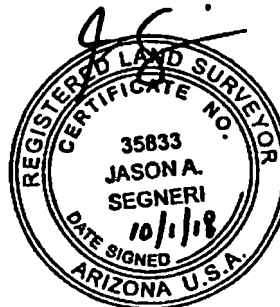
Segment# 3: Line  
Course: N89° 37' 36W Length: 8.35'  
North: 9,728.6921' East: 9,238.4572'

Segment# 4: Curve  
Length: 111.26' Radius: 73.57'  
Delta: 86° 38' 52" Tangent: 69.39'  
Chord: 100.96' Course: N46° 36' 33W  
Course In: S86° 42' 53W Course Out: N0° 04' 01E  
RP North: 9,724.4760' East: 9,165.0081'  
End North: 9,798.0459' East: 9,165.0941'

Segment# 5: Curve  
Length: 19.47' Radius: 25.00'  
Delta: 44° 37' 41" Tangent: 10.26'  
Chord: 18.98' Course: N67° 18' 44W  
Course In: N0° 22' 26E Course Out: S45° 00'  
07W  
RP North: 9,823.0454' East: 9,165.2572'  
End North: 9,805.3683' East: 9,147.5789'

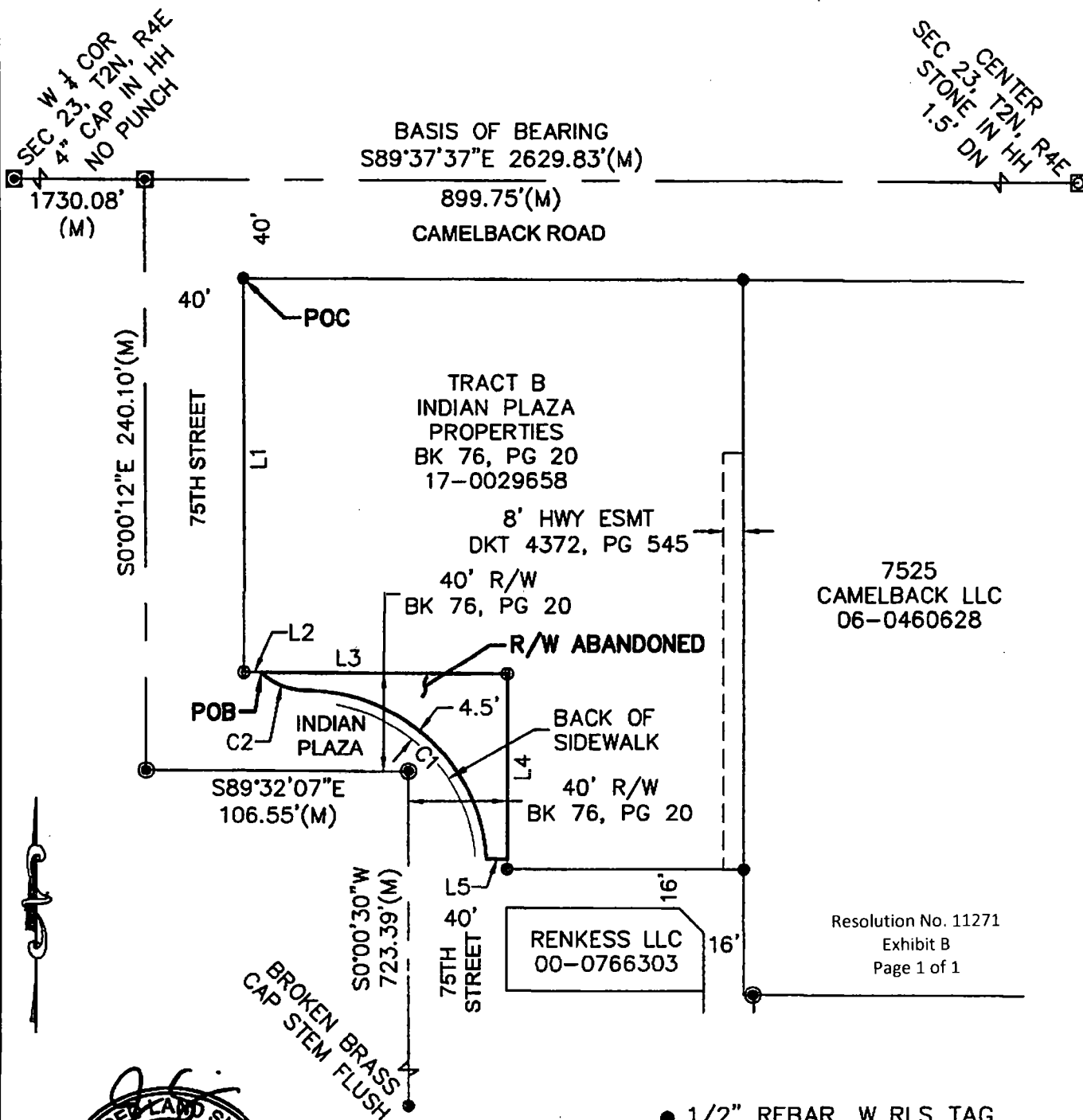
Perimeter: 314.25' Area: 2,379Sq.Ft.  
Error Closure: 0.0049 Course: S29° 15' 10W  
Error North : -0.00428 East: -0.00240

Precision 1: 64,132.65



# EXHIBIT 'B'

## RIGHT OF WAY ABANDONMENT



- 1/2" REBAR, W RLS TAG
- ⊙ BRASS CAP FLUSH
- ⊙ PK NAIL, W RLS TAG

JOB #18-081	DWG: ROW ABANDONMENT	DATE: 10/01/18
SCALE: NTS	DRAWN: JAS	CHK: ELS
		SHEET: 1 OF 2



# Exhibit C



SEC 23, T2N, R4E  
W 4 COR  
CAP IN HH  
NO PUNCH

CENTER  
SEC 23, T2N, R4E  
STONE IN HH  
1.5' DN

BASIS OF BEARING  
S89°37'37"E 2629.83'(M)  
899.75'(M)

CAMELBACK ROAD  
S89°37'37"E 202.49'

TRACT B  
INDIAN PLAZA  
PROPERTIES  
BK 76, PG 20  
17-0029658

7525  
CAMELBACK LLC  
06-0460628

75TH STREET  
S0°00'12"E 240.10'(M)  
N0°00'12"W 160.16'

N89°32'07"W  
106.56'

S89°32'07"E  
106.55'(M)

S0°00'30"W  
79.93'

S89°37'36"E  
95.96'

N0°00'21"W 240.26'

40'

RENKES LLC  
00-0766303

Resolution No. 11271  
Exhibit C  
Page 1 of 1



BROKEN BRASS  
CAP STEM FLUSH

JOB# 18-081	DWG: 2018-081 BNDY	DATE 10/02/18
SCALE: NTS	DRAWN: JLD	CHK: JAS
		SHEET 1 OF 1

RESOLUTION NO. 11270

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT AGREEMENT NO. 2018-168-COS FOR PROPERTY GENERALLY LOCATED AT 7501 E. CAMELBACK ROAD.

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

WHEREAS, it is in the best interest of the City and owner to enter into Development Agreement No. 2018-168-COS for construction of a new hotel on property located at 7501 E. Camelback Road; and

WHEREAS, this Development Agreement No. 2018-168-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. 2018-168-COS after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record Development Agreement No. 2018-168-COS with the Maricopa County Recorder within ten (10) days of its execution by all parties.

Section 3. The City Council hereby authorizes the City Manager or his designee to execute any other documents and take such other actions as are necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

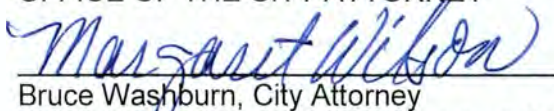
CITY OF SCOTTSDALE, an Arizona  
municipal corporation

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: Margaret Wilson, Senior Assistant City Attorney



**WHEN RECORDED RETURN TO:**

CITY OF SCOTTSDALE  
ONE STOP SHOP RECORDS  
Greg Bloemberg  
7447 E. Indian School Rd., Suite 105  
Scottsdale, AZ 85251

(Don and Charles Hotel)  
2-ZN-2018 and 1-II-2018  
Resolution 11270

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by D.V.D.E. Partners, LLC, an Arizona limited liability company, ("Developer") and the City of Scottsdale, Arizona, an Arizona municipal corporation, ("City") individually referred to as a "Party" and collectively referred to as "the Parties."

**RECITALS**

A. The property that is the subject of this Agreement consists of approximately 1.196 acres located at 7501 E. Camelback Road, Scottsdale, Arizona (the "Property"). The Property is situated within the incorporated boundaries of the City and is more particularly described on **Exhibit "A,"** and graphically depicted on **Exhibit "B,"** attached hereto and incorporated herein by this reference. The Developer is the owner of the Property.

B. Developer plans to develop the Property by constructing an approximately 181 +/- guest room hotel, a restaurant, conference space and onsite hotel amenities (the "Project") on the Property as depicted on the drawing (the "Site Plan") attached as **Exhibit "C."** As more fully described in this Agreement, and concurrently with the approval of this Agreement by the City's Council, Developer will have caused the Property to be rezoned from Central Business Downtown Overlay (C-3 DO), to Downtown/Downtown Multiple Use Type-2, Planned Block Development, Downtown Overlay (D/DMU-2, PBD, DO) with an infill incentive district. The rezoning will have been completed pursuant to the adoption of the new zoning, regulatory approvals and stipulations contained in the "Zoning District Map Amendment" and "Infill Incentive District" application (Cases 2-ZN-2018 and 1-II-2018) (the "Regulatory Approvals").

Page 1 of 12

Contract No. 2018-168-COS

16006097v5

**ATTACHMENT 6**

C. Developer desires to utilize available bonus provisions under the Scottsdale Revised City Code (the "Code"), Appendix B – Basic Zoning Ordinance, Article VI – Supplemental Districts, Section 6.1310 (the "Bonus Development Standards") to increase the gross floor area ("GFA") of the Project from 1.4 to 1.71 (19,406 additional square feet) and obtain an additional 3 feet of building height (from 72 feet to 75 feet). In exchange for the increase in GFA and building height under the Bonus Development Standards, Developer is required to pay the City Two Hundred Sixty-Six Thousand One Hundred Thirteen and No/100 Dollars (\$266,113.00) (the "Original Bonus Amount").

D. In connection with constructing the Project, Developer has agreed to reconfigure and reconstruct a portion of 75<sup>th</sup> Street running south from Camelback Road to Indian Plaza (the "75<sup>th</sup> Street Segment"). Further, to reconfigure the 75<sup>th</sup> Street Segment as requested by the City, Developer must build a portion of the 75<sup>th</sup> Street Segment on the western edge of the Property. Developer and City estimate that the cost Developer will incur in designing and constructing the 75<sup>th</sup> Street Segment will be at least, and may exceed, One Hundred Ninety-Two Thousand and No/100 Dollars (\$192,000.00) (the "75<sup>th</sup> Street Credit Amount").

E. Upon completing the construction of the 75<sup>th</sup> Street Segment, pursuant to the terms of this Agreement, Developer will assign all its right, title and interest in and to the 75<sup>th</sup> Street Segment to the City. In consideration of this arrangement, the City will deduct the 75<sup>th</sup> Street Credit Amount from the Original Bonus Amount, and Developer shall deposit the balance (the "Bonus Payment") into the City's Downtown Special Improvements Trust Fund (the "Special Improvements Trust Fund") to be used by the City for the future construction of downtown improvements.

F. Developer and City acknowledge and agree that development of the Property will benefit the City's residents and the Property.

G. This Agreement is consistent with the portions of the City's General Plan applicable to the Property on the date of this Agreement.

H. Arizona Revised Statutes §9-500.05 authorizes the City to enter into a Development Agreement related to real property located inside the incorporated area of the City with a landowner or other person having an interest in the real property. Scottsdale Revised Code, Division 5, Section 2-221(b)(5) authorizes the sale of any real property or interest therein to any person who owns an interest in adjoining property.

I. The City's governing body has authorized execution of this Agreement by Resolution No. 11270.



## 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. Recitals. The Recitals set forth above hereby are incorporated into this Agreement by this reference.

2. Effective date. This Agreement shall be effective upon execution by the Parties.

3. Property Interest of the Developer. Developer warrants that it is the fee title owner of the Property and that the Property is located within the municipal limits of the City.

4. Actions by Parties. To allow the Property to be developed and improved in accordance with the Site Plan, the Regulatory Approvals and the Bonus Development Standards, each of Developer and City agree to and shall complete, as applicable to such Party, the following actions as required by this Agreement:

4.1 75<sup>th</sup> Street Reconfiguration, Design & Construction. In connection with constructing the Project, Developer shall complete the design and construction of the 75<sup>th</sup> Street Segment. The Developer and the City acknowledge that a portion of the 75<sup>th</sup> Street Segment shall be constructed on a portion of the Property as set forth in the Development Plan, which portion of the Property Developer shall dedicate to the City. However, Developer is to construct the Parking Garage (defined below) under the Property, including under the portion of the Property that Developer will dedicate to the City for the 75<sup>th</sup> Street Segment (the "75<sup>th</sup> Street Dedication Property"). To allow Developer to construct the Parking Garage under the 75<sup>th</sup> Street Dedication Property, concurrent with Developer's dedication of the 75<sup>th</sup> Street Dedication Property, the City will execute the Garage Easement Agreement (defined below) and complete the Abandonment (defined below).

4.2 75<sup>th</sup> Street Credit Amount. The Developer and the City have agreed that the estimated cost of the design and construction of the 75<sup>th</sup> Street Segment will be at least, and may exceed, One Hundred Ninety-Two Thousand Dollars (\$192,000.00) (the "75<sup>th</sup> Street Minimum Cost"). Developer agrees that it will be "at risk" with respect to the construction of the 75<sup>th</sup> Street Segment and the extent to which the actual cost of the 75<sup>th</sup> Street Segment may exceed the 75<sup>th</sup> Street Minimum Cost, but the City has agreed that the amount of the 75<sup>th</sup> Street Minimum Cost is and will be creditable (and is defined as the 75<sup>th</sup> Street Credit Amount) against the Original Bonus Amount.

4.3 Covenant to Construct. In connection with the construction of the 75<sup>th</sup> Street Segment, and in connection with all other of Developer's commencing construction on City rights-of-way or commencing construction of improvements for public use, Developer shall provide to City the Public Improvements Covenant to Construct on the City's form. The blanks in each Public Improvements Covenant to Construct shall be completed as follows:

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

4.3.2 The "Land Approvals" shall be the Regulatory Approvals as defined by this Agreement.

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

4.3.4 The "Estimated Cost" shall be Developer's engineer's estimate of the cost of the "Work", subject to review and approval by the City, plus an additional amount of thirty percent (30%) of such estimate.

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

4.4 Garage Easement. In connection with Developer's dedicating the 75<sup>th</sup> Street Dedication Property to the City, the Parties shall execute the Garage Easement Agreement in form and substance of **Exhibit "D"** (the "Garage Easement Agreement") to allow Developer to construct a garage (the "Parking Garage") for the Project that will be partially located under the 75<sup>th</sup> Street Dedication Property currently owned by Developer and under East Indian Plaza right-of-way and certain other property ("Garage Easement Area"). The Garage Easement Agreement shall be executed and recorded by the City in the records of the Maricopa County Recorder within ten (10) days of (1) Developer executing and providing to the City the dedication deed for the 75<sup>th</sup> Street Dedication Property, and (2) Developer's making the Conveyances & Abandonment Payment (defined below) to the City.

4.5 Abandonment; Consideration for City Conveyances: Timing. Developer shall pay to the City the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Conveyance & Abandonment Payment"). The Conveyance and Abandonment Payment shall be paid by Developer at the same time as Developer's payment of the Bonus Payment, as described below. The City shall not be required to and shall not record the Garage Easement Agreement (defined below) or the Abandonment Resolution (defined below) unless and until Developer makes payment of the Conveyance & Abandonment Payment, at which time the City shall thereafter undertake such recordation as set forth in Section 4.4.



4.5.1 Inflation Multiplier for Payment Amount. From and after July 1, 2019, the Conveyance & Abandonment Payment amount shall be adjusted (the "CPI Adjustment") upward each July 1 starting July 1 2019 on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI –U), U.S. City average, all items, published by the United States Bureau of Labor Statistics as of the date three (3) months prior to the adjustment date (the "Cost of Living Index"). The amount to be adjusted (the "Adjustment Amount") (represented by the letter "R" in the formula set forth below) shall be equal to the then current Cost of Living Index Number as of April before the adjustment (represented by the letter "C" in the formula set forth below) divided by the Cost of Living Index Number as of April, 2019 (represented by the letter "M" in the formula set forth below), and multiplied by the original Conveyances & Abandonment Payment amount (represented by \$ symbol in the formula set forth below). This computation is expressed by the following formula:

$$R + C/M \times \$$$

Provided that in no event shall the Adjustment Amount be adjusted downward from any previous period. If the Cost of Living Index shall no longer be published at the adjustment date, then another similar index published by any Federal agency shall be substituted by City.

4.5.2 Abandonment. The City shall abandon the right-of-way described and depicted on **Exhibit "E"** to Developer in exchange for Developer's performing its obligations pursuant to Section 4. The City shall take any and all actions that are necessary or convenient to accomplish such abandonment, including recording the abandonment resolution, when and as approved by the City's Council (the "Abandonment Resolution").

4.6 Bonus Development Standards. Pursuant to the Bonus Development Standards, Developer has elected to utilize available bonus provisions to obtain an increase in GFA and obtain additional building height inclusive of roof top appurtenances not to exceed the amount approved in the Zoning District Map Amendment, case number 2-ZN-2018, and Infill Incentive District application case number 1-II-2018 for the Project. These bonus provisions shall apply to the Project if, but only if:

4.6.1 Payment of Bonus Payment. Prior to the issuance of any permit to construct any vertical improvements for the Project, above or below grade, excluding demolition of existing structures and any excavation, the Developer shall pay to the City the Bonus Payment, which amount shall be the Original Bonus Amount less the 75<sup>th</sup> Street Credit Amount. The last day the Bonus Payment, may be made without an increase in the amount of the Bonus Payment is December 31, 2018. Any unpaid amount of the Bonus Payment that remains after December 31, 2018, is subject to being increased as set forth in Section 4.6.2 of this Agreement.

4.6.2 Inflation Multiplier for Payment Amount. If all or any part of the Bonus Payment, if any, has not been paid by December 31, 2018, any unpaid amount shall increase on January 1, 2019, and annually thereafter, by an escalator factor of 3.5% of the unpaid amount of the Bonus Payment in accordance with the following formula:

$$A = P(1 + 0.035)^{CY-2018}$$

Where:

A = Dollar amount to be paid

P= Unpaid amount of Bonus Payment

CY = Current year

4.6.3 City's Use of Bonus Payment. The City shall deposit the Bonus Payment into the City's Special Improvements Trust Fund.

4.7 Cultural Improvement Program & Cultural Projects. Pursuant to Section 6.1309A2 of the Scottsdale Zoning Ordinance (the "Cultural Improvements Program"), the Parties agree that the Cultural Improvements Program applies to the Project and Developer is required to expend certain amounts on artwork with respect to the Project (the "Required Art Investment Amount"). The Required Art Investment Amount will be determined by the City based on the building valuation of all floor area in the Project, as determined pursuant to the valuation process established in the Code. In full satisfaction of the Required Art Investment Amount, Developer has elected to contribute the amount of the Required Art Investment Amount to the Downtown Cultural Trust Fund. The amount and timing of Developer's making the Required Art Investment Amount shall be based on the building valuation (determined as described above) of all buildings and the Required Art Investment Amount shall be contributed to the Downtown Cultural Trust Fund prior to the issuance of any permit to construct any vertical improvements for the Project, above or below grade, excluding demolition of existing structures and any excavation.

5. Compliance with all Laws. Developer shall develop the Property in compliance with all Federal, State, County and local laws, ordinances, rules, regulations, permit requirements, and any other written policies of the City.

6. No Construction Obligation. Notwithstanding anything else in this Agreement, or the Regulatory Approvals, Developer has no obligation to develop the Property or undertake or complete the Project, and may terminate Developer's further performance under this Agreement and the Regulatory Approvals to the extent any further performance would otherwise thereafter be required unless Developer can obtain financing acceptable to Developer in Developer's sole and absolute discretion.



7. Regulatory Approvals. Developer and City agree the Regulatory Approvals are incorporated into this Agreement as if they were set out in detail herein. If the City Council amends the Regulatory Approvals, which it may do only with the consent of the Developer through a public hearing process, the City concurrently shall process an amendment to this Agreement, as may be required.

8. Indemnity and Insurance. Developer shall insure the Property and its property and activities at and about the Property and shall provide insurance and indemnification as follows:

8.1 Insurance. Developer shall provide insurance as required by this Agreement or applicable law, as set forth on **Exhibit "F-1"** and third parties shall provide such insurance, where required, as set forth on **Exhibit "F-2"**.

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

8.2.1 Claims arising only from the gross negligence of City.

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

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

8.4 Insurance to be Provided by Others. Contractors or other persons occupying, working on or about, or using the Property pursuant to this Agreement must also provide for the protection of City and all other Additional Insureds all of the insurance and indemnification required by this Agreement. The preceding sentence does not require such persons to provide insurance that merely duplicates insurance Developer provides.

9. General Provisions.

9.1 Referendum. If the Regulatory Approvals are invalidated by a referendum, then this Agreement shall be void *ab initio*.

9.2 Recording & Return of Recorded Documents. City shall be responsible for recording this Agreement and thereafter all documents provided for in paragraph 4.5 above. Recorded documents shall be returned to the person designated by the forms attached to this Agreement or as executed by the parties (the "Return Person"). If no designation is made for any document, City's city attorney is the Return Person. This Agreement, and any amendment or cancellation of this Agreement, shall 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 Parties have entered into this Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

9.3 Notices. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith ("notices") shall be validly given, filed, made, delivered, or served if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City of Scottsdale  
Attention: Zoning Administrator  
Planning and Development Services Department  
7447 E. Indian School Rd., Suite 105  
Scottsdale, AZ 85251



Copy to: The City of Scottsdale  
Attention: City Attorney  
3939 North Drinkwater Boulevard  
Scottsdale, Arizona 85251

If to Developer: D.V.D.E. Partners, LLC  
3133 East Camelback Rd., Suite 220  
Phoenix, Arizona 85016

Copy to: Berry Riddell, LLC  
Attention: John Berry  
6750 E Camelback Rd, Suite 100  
Scottsdale, AZ 85251

9.4 Mailing Effective. Notices given by registered or certified mail shall be deemed delivered 72 hours following deposit in the U.S. Postal Service in the manner set forth above.

9.5 Approvals. When a Party's consent is required pursuant to this agreement, the consenting Party shall not unreasonably withhold, delay or condition its approval.

9.6 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

9.7 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.

9.8 Authority. The Parties to this Agreement 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.

9.9 Entire Agreement. The Agreement, including exhibits, constitutes the entire Agreement between the Parties.

9.10 Severability. If any provision of this Agreement limiting the uses of the Property is declared void or unenforceable, then the entire Agreement shall be void. If any other provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purposes of this Agreement are not defeated by such severability.

9.11 Governing Law. The laws of the State of Arizona shall govern the  
Page 9 of 12

Contract No. 2018-168-COS

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.

9.12 Remedies. If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting Party shall be entitled to all remedies available at both law and in equity, including specific performance.

9.13 Attorneys' Fees and Costs. If any Party brings a legal action either because of a breach of the Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.

9.14 Binding Effect. 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 hereto and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

9.15 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.

9.16 No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

9.17 Contract Administrator. The City's contract administrator for this Agreement shall be Greg Bloemberg, Planning and Development Services Department, for the City of Scottsdale, or designee.

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

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

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

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

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

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

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

**D.V.D.E. PARTNERS, LLC**, an Arizona limited liability company

By: \_\_\_\_\_  
Donald C. Carson, Owner

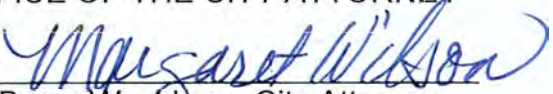
**THE CITY OF SCOTTSDALE:**  
an Arizona municipal corporation

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

ATTEST:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By:   
Bruce Washburn, City Attorney  
By: Margaret Wilson, Senior Assistant City Attorney



STATE OF ARIZONA       )  
  ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by W. J. "Jim" Lane, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

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

My Commission Expires:

STATE OF ARIZONA       )  
  ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2018, by, Donald C. Carson, owner. representing D.V.D.E. Partners, LLC, an Arizona limited liability company.

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

My Commission Expires:

**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

**BOUNDARY**

TRACT B "INDIAN PLAZA PROPERTIES", ACCORDING TO BOOK 76 OF MAPS, PAGE 20, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

SAID PARCEL CONTAINS 40,126 SQUARE FEET OR 0.921 ACRES, MORE OR LESS.

SURVEY INNOVATION GROUP, INC  
22425 N. 16<sup>TH</sup> STREET  
SUITE 1  
PHOENIX, ARIZONA 85024





SEC W 4 COR  
4" 23' T2N, R4E  
CAP IN HH  
NO PUNCH

SEC 23 CENTER  
T2N, R4E  
STONE IN HH  
1.5' DN

BASIS OF BEARING  
S89°37'37"E 2629.83'(M)

899.75'(M)

CAMELBACK ROAD  
S89°37'37"E 202.49'

TRACT B  
INDIAN PLAZA  
PROPERTIES  
BK 76, PG 20  
17-0029658

7525  
CAMELBACK LLC  
06-0460628

S0°00'12"E 240.10'(M)

75TH STREET

N0°00'12"W 160.16'

N89°32'07"W  
106.56'

S89°32'07"E  
106.55'(M)

S0°00'30"W  
79.93'

S89°37'36"E  
95.96'

RENKES LLC  
00-0766303

S0°00'30"W  
723.39'(M)

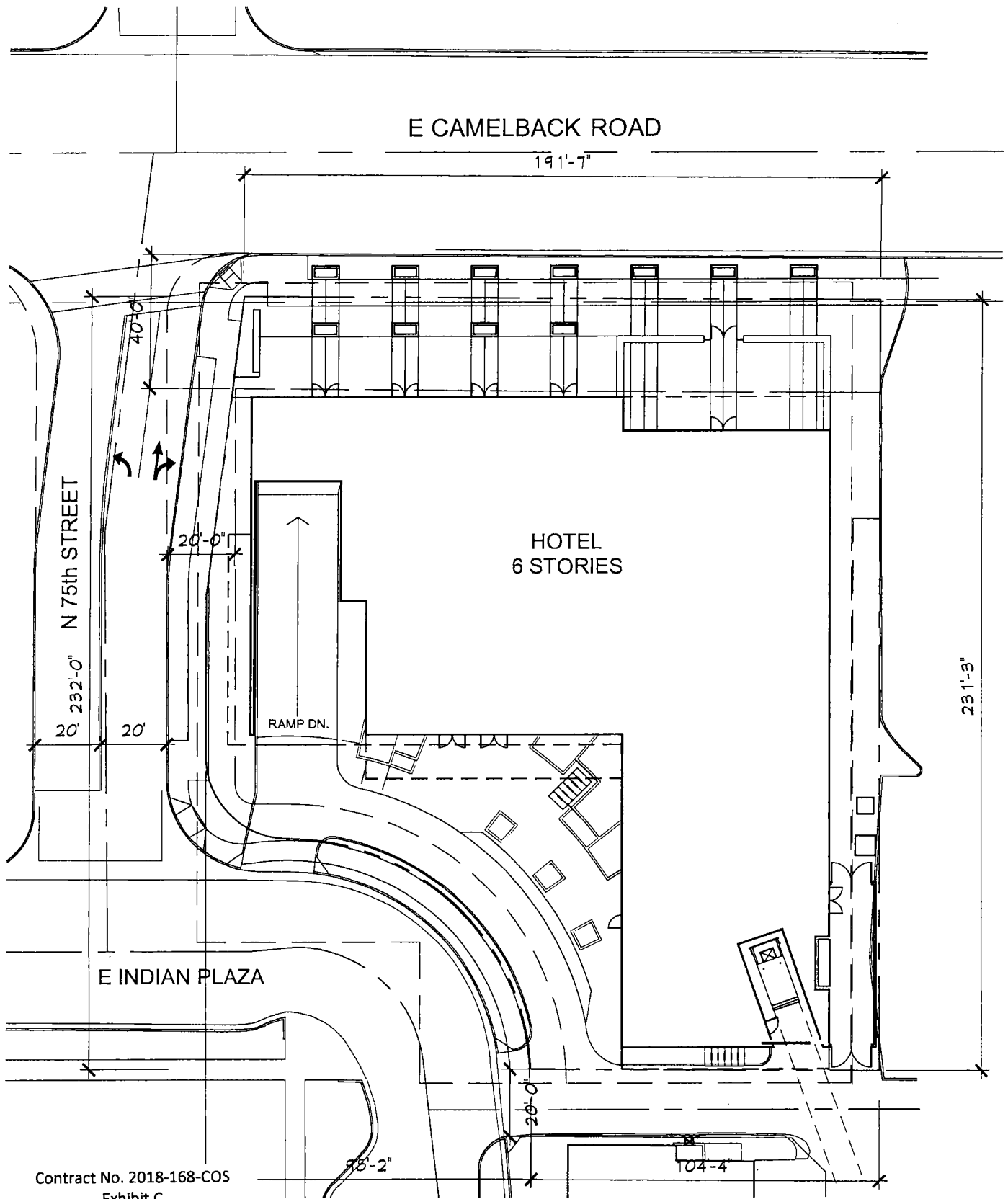
BROKEN BRASS  
CAP STEM FLUSH



Contract No. 2018-168-COS  
Exhibit B  
Page 1 of 1

JOB# 18-081	DWG: 2018-081 BNDY	DATE 10/02/18
SCALE: NTS	DRAWN: JLD	CHK: JAS
		SHEET 1 OF 1





Contract No. 2018-168-COS  
Exhibit C  
Page 1 of 1

**DON & CHARLIE'S HOTEL**  
7501 EAST CAMELBACK ROAD  
SCOTTSDALE, AZ



**WHEN RECORDED RETURN TO:**

CITY OF SCOTTSDALE  
ONE STOP SHOP/RECORDS  
(Martha West)  
7447 East Indian School Road, Suite 205  
Scottsdale, AZ 85251

(Don and Charlie's Hotel)  
2-ZN-2018 and 1-II-2018  
For Resolution No. 11270

**GARAGE EASEMENT AGREEMENT**

THIS GARAGE EASEMENT AGREEMENT (the "Agreement") is made and entered into this day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Scottsdale, an Arizona municipal corporation, ("City") and D.V.D.E. Partners, LLC, an Arizona limited liability company ("Developer").

**RECITALS**

A. Developer is the owner of certain real property (the "Property") located at 7501 E. Camelback Road, described on **Exhibit "A"** hereto and depicted on **Exhibit "B"** hereto.

B. The Property will be improved with an underground parking garage to be constructed by Developer (the "Parking Garage") pursuant to a Development Agreement between Developer and the City (the "Development Agreement"), Contract No. 2018-168-COS.

C. This Agreement affects parcels of real property held by City, in whole or in part, as described in **Exhibit "C"** and depicted on **Exhibit "D"** (the "Garage Easement Area").

D. The Parking Garage is located below a portion of the surface of North 75<sup>th</sup> Street and E. Indian Plaza and within the Garage Easement Area. For all purposes under this Agreement, the Parking Garage includes the entire underground parking structure. City is the owner of the Garage Easement Area. City desires to grant to Developer an easement (the "Garage Easement") within the Garage Easement Area.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants and agreements contained herein to be kept and performed by City and Developer, and other good and valuable consideration, City hereby grants an easement to Developer as follows:

1. Grant of Easement. City hereby grants to Developer the Garage Easement within the Garage Easement Area as follows:

1.1 The Garage Easement shall be perpetual and run with the land.

Exhibit D  
Page 1 of 5

For Contract No. 2018-168-COS

16685664v3

1.2 The scope of the Garage Easement is to allow Developer to construct, operate, repair and maintain the Parking Garage within the Garage Easement Area, including allowing subterranean pedestrian and vehicular traffic into the Parking Garage within the Garage Easement Area for access to, from and use of all areas of the Parking Garage.

2. Consideration. Developer shall pay as compensation to the City for granting the Garage Easement the consideration set forth in the Development Agreement, and at the time set forth in the Development Agreement. The consideration paid hereunder shall not be subject to abatement, diminution or set off for any reason whatsoever, including, but not limited to, the termination of this Agreement prior to the expiration of the term hereof.

3. City Access to Garage. City shall have access to the interior of the Parking Garage through all stairs, ramps and other access ways as convenient to exercise its rights hereunder.

4. City Obligations. City has no duties or obligations related to the Parking Garage or the Garage Easement Area, except in its capacity as a municipality.

5. Hazardous Materials. Developer's operation of the Parking Garage shall be subject to the following regarding any hazardous waste or materials or toxic substances or any substance now or hereafter subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C., or any other federal, state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances").

5.1 Developer shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the Garage Easement Area. The prohibitions of the preceding sentence only shall not apply to:

5.1.1 Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in lawfully operating or parked motor vehicles when such materials are properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles permanently installed in such vehicles.

5.1.2 Janitorial supplies and similar materials in the minimum quantities reasonably necessary for first class modern parking uses.

5.2 Developer shall dispose of any Toxic Substances away from the Garage Easement Area as required by law and as reasonably required by City.

5.3 In addition to, and without limitation of, any other indemnities or obligations, Developer shall pay, indemnify, defend and hold City harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the Garage Easement Area attributable to or caused by Developer or anyone using the Parking Garage or acting or claiming under Developer or this Agreement or otherwise relating to this Agreement. Developer shall immediately notify City of any prohibited Toxic Substance at any time discovered or existing upon the Parking Garage.



6. Garage Maintenance. At its own expense, Developer shall cause the Parking Garage to be maintained and operated in a safe and structurally strong condition and shall perform any and all work necessary to cause the Parking Garage properly to support without damage or hazard the earth above the Parking Garage and all utilities, roadbeds, sidewalks, landscaping and other facilities, items and improvements that may now or hereafter be placed up the Garage Easement Area.
7. Parking Space Allocation. Developer shall have exclusive use of all parking in the entire Parking Garage at all times and all days.
8. Maintenance and Utilities. Developer shall be solely responsible for all operation, maintenance, repair, replacement and utilities for the Parking Garage and all improvements thereto.
9. Maintenance by City. City has no maintenance, operation, repair or replacement obligations for the Garage Easement Area or any improvements thereon.
10. Utility Service. Developer shall contract for and pay all charges, fees, deposits and other amounts for gas, electricity, water, sewer, waste disposal services, garbage disposal, telephone and all other utilities provided to the Parking Garage at the rates applicable thereto. City is not responsible for any interruption of utilities to or upon the Parking Garage or other difficulties related to utilities at the Garage.
11. Construction. All construction work pursuant to this Agreement shall be performed at Developer's expense and in compliance with all applicable City laws, codes, rules and standards. Without limitation, Developer shall provide insurance, indemnities and bonding in conformance with the form Public Improvements Covenant to Construct, attached hereto as **Exhibit "E"**.
12. Non-waiver. No failure by City to demand any performance required under this Agreement, and no acceptance by City of any imperfect or partial performance under this Agreement, shall excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by City of any performance hereunder shall be deemed a compromise or settlement of any right City may have for additional or further payments or performances. Any waiver shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent City from giving notice of default or declaring any Event of Default for any succeeding or continuing breach.
13. Developer Indemnification. Developer indemnifies, defends and holds the City harmless from and against any and all losses, costs and expenses (including reasonable attorneys' fees) that are caused by any negligent acts, errors or omissions of Developer or its agents, employees, contractors, sub-contractors, representatives or delegates, except for any such loss, cost or expense caused by the City's own negligence or misconduct. Such indemnity obligation shall survive a termination of Developer's rights under this Agreement.
14. Required Insurance. Developer shall provide the insurance described in **Exhibit "F"** and **Exhibit "G"** hereto.
15. Taxes, Liens and Assessments. In addition to all other amounts herein provided, Developer shall pay, when the same become due and payable, all taxes and general and special fees, charges

and assessments of every description that during the term of the Garage Easement may be levied upon or assessed against the Garage Easement Area, the operations conducted therein, any amounts paid or other performances under this Agreement by either party, and all possessory interest in the Garage Easement Area and improvements thereon, whether belonging to City or Developer. Developer shall pay, indemnify, defend and hold harmless City and the Garage Easement Area and all interests therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses that may be imposed, and from any lien therefore or sale or other proceedings to enforce payment thereof. Developer shall pay all sales transaction privilege, and other taxes imposed on or with respect to transactions that occur at the Garage Easement Area.

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

17. Notices. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith ("notices") shall be validly given, filed made, delivered, or served if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City:	City of Scottsdale Attention: Zoning Administrator 7447 E. Indian School Rd., Suite 105 Scottsdale, AZ 85251
Copy to:	The City of Scottsdale Attention: City Attorney 3939 North Drinkwater Boulevard Scottsdale, Arizona 85251
Copy to:	The City of Scottsdale Attention: Senior Real Estate Manager 7447 E. Indian School Road, Suite 205 Scottsdale, AZ 85251
If to Developer:	D.V.D.E. Partners Attention: Manager 3133 E. Camelback Road, Suite 220 Phoenix, AZ 85016
Copy to:	Berry Riddell, LLC Attention: John Berry 6750 E, Camelback Rd., Suite 100 Scottsdale, AZ 85251

EXECUTED as of the date first given above.

DEVELOPER: **D.V.D.E. Partners, LLC**, an Arizona limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

THE 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: Margaret Wilson, Senior Assistant City Attorney

\_\_\_\_\_  
Dan Worth, Director of Public Works

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by W. J. "Jim" Lane, Mayor of the City of Scottsdale, an Arizona municipal corporation.

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

My Commission Expires:

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, the \_\_\_\_\_ of D.V.D.E. Partners, LLC, an Arizona limited liability company, on behalf of said company.

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

My Commission Expires:

Exhibit D  
Page 5 of 5

For Contract No. 2018-168-COS

16685664v3



**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

**BOUNDARY**

TRACT B "INDIAN PLAZA PROPERTIES", ACCORDING TO BOOK 76 OF MAPS, PAGE 20, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

SAID PARCEL CONTAINS 40,126 SQUARE FEET OR 0.921 ACRES, MORE OR LESS.

SURVEY INNOVATION GROUP, INC  
22425 N. 16<sup>TH</sup> STREET  
SUITE 1  
PHOENIX, ARIZONA 85024





SEC W 1/4 COR  
4 23, T2N, R4E  
CAP IN HH  
NO PUNCH

CENTER  
SEC 23, T2N, R4E  
STONE IN HH  
1.5' DN

BASIS OF BEARING  
S89°37'37"E 2629.83'(M)

899.75'(M)

CAMELBACK ROAD  
S89°37'37"E 202.49'

TRACT B  
INDIAN PLAZA  
PROPERTIES  
BK 76, PG 20  
17-0029658

7525  
CAMELBACK LLC  
06-0460628



BROKEN BRASS  
CAP STEM FLUSH

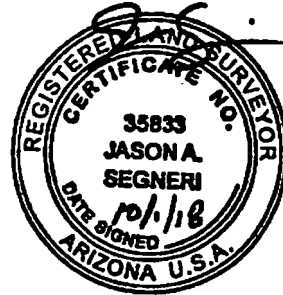
Contract No. 2018-168-COS  
Exhibit B to Exhibit D  
Page 1 of 1

JOB# 18-081	DWG: 2018-081 BNDY	DATE 10/02/18
SCALE: NTS	DRAWN: JLD	CHK: JAS
		SHEET 1 OF 1

**EXHIBIT 'A'**

**LEGAL DESCRIPTION**

**UNDERGROUND LICENSE FOR PARKING**



A PORTION OF THE RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS DEDICATED ON THE FINAL PLAT FOR INDIAN PLAZA PROPERTIES, ACCORDING TO BOOK 76 OF MAPS, PAGE 20 RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**COMMENCING AT A FOUND ½" REBAR, LS TAG 18544 AT THE SOUTHEAST CORNER OF TRACT 'B' OF SAID PLAT;**

**THENCE NORTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT B, A DISTANCE OF 8.00 FEET TO THE SOUTHWEST CORNER OF THE 8.00 FOOT HIGHWAY EASEMENT ACCORDING TO DOCKET 4372, PAGE 545, RECORDS OF MARICOPA COUNTY AND THE POINT OF BEGINNING;**

**THENCE NORTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, ALONG SAID SOUTH LINE AND THE WESTERLY PROLONGATION THEROF, A DISTANCE OF 129.91 FEET;**

**THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 41.65 FEET;**

**THENCE SOUTH 90 DEGREES 0 MINUTES 0 SECONDS WEST, A DISTANCE OF 67.00 FEET;**

**THENCE NORTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 199.05 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTH LINE OF SAID TRACT B;**

**THENCE SOUTH 89 DEGREES 37 MINUTES 37 SECONDS EAST, ALONG SAID WESTERLY PROLONGATION AND SAID NORTH LINE, A DISTANCE OF 196.50 FEET;**

**THENCE SOUTH 0 DEGREES 0 MINUTES 2 SECONDS EAST, A DISTANCE OF 5.00 FEET;**

**THENCE NORTH 89 DEGREES 37 MINUTES 37 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 5.00 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 182.99 FEET;**

**THENCE SOUTH 7 DEGREES 7 MINUTES 6 SECONDS WEST, A DISTANCE OF 89.62 FEET TO A POINT ON THE WEST LINE OF SAID TRACT B;**

**THENCE SOUTH 0 DEGREES 0 MINUTES 12 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 48.54 FEET TO A POINT OF CURVE TO THE LEFT;**

**THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 89 DEGREES 51 MINUTES 7 SECONDS, A DISTANCE OF 39.21 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT;**



THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 73.57 FEET, THROUGH A CENTRAL ANGLE OF 86 DEGREES 36 MINUTES 44 SECONDS, A DISTANCE OF 111.21 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 23 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 4.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 96.30 FEET;

THENCE SOUTH 0 DEGREES 0 MINUTES 18 SECONDS EAST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,803 SQUARE FEET OR 0.133 ACRES, MORE OR LESS.

SURVEY INNOVATION GROUP, INC  
22425 N. 16<sup>TH</sup> STREET  
SUITE 1  
PHOENIX, ARIZONA 85024



# EXHIBIT 'B'

## UNDERGROUND LICENSE FOR PARKING

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°37'36"W	8.00'
L2	N89°37'36"W	129.91'
L3	N0°00'00"E	41.65'
L4	N90°00'00"W	67.00'
L5	N0°00'00"E	199.05'
L6	S89°37'37"E	196.50'
L7	S0°00'02"E	5.00'
L8	N89°37'37"W	182.99'
L9	S7°07'06"W	89.62'
L10	S0°00'12"E	48.54'
L11	S89°39'23"E	96.30'
L12	S0°00'18"E	4.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	89°51'07"	25.00'	39.21'	S44°55'45"E 35.31'
C2	86°36'44"	73.57'	111.21'	S46°32'57"E 100.92'



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Page 3 of 4

\*ALL LINE & CURVE TABLE INFORMATION IS CALCULATED

JOB #18-081	DWG: UNDERGROUND LICENSE	DATE: 10/01/18
SCALE: NTS	DRAWN: TS	CHK: JAS
		SHEET: 2 OF 2

## UNDERGROUND LICENSE FOR PARKING CLOSURE REPORT

North: 9,724.0680' East: 9,334.7600'

### Segment# 1: Line

Course: N89° 37' 36W Length: 129.91'  
North: 9,724.9145' East: 9,204.8528'

### Segment# 2: Line

Course: N0° 00' 00E Length: 41.65'  
North: 9,766.5645' East: 9,204.8528'

### Segment# 3: Line

Course: N90° 00' 00W Length: 67.00'  
North: 9,766.5645' East: 9,137.8528'

### Segment# 4: Line

Course: N0° 00' 00E Length: 199.05'  
North: 9,965.6145' East: 9,137.8528'

### Segment# 5: Line

Course: S89° 37' 37E Length: 196.50'  
North: 9,964.3351' East: 9,334.3486'

### Segment# 6: Line

Course: S0° 00' 02E Length: 5.00'  
North: 9,959.3351' East: 9,334.3486'

### Segment# 7: Line

Course: N89° 37' 37W Length: 182.99'  
North: 9,960.5265' East: 9,151.3625'

### Segment# 8: Line

Course: S7° 07' 06W Length: 89.62'  
North: 9,871.5973' East: 9,140.2569'

### Segment# 9: Line

Course: S0° 00' 12E Length: 48.54'  
North: 9,823.0573' East: 9,140.2597'

### Segment# 10: Curve

Length: 39.21' Radius: 25.00'  
Delta: 89° 51' 07 Tangent: 24.94'  
Chord: 35.31' Course: S44° 55' 45E  
Course In: N89° 59' 48E Course Out: S0° 08' 41W  
RP North: 9,823.0587' East: 9,165.2597'

End North: 9,798.0588' East: 9,165.1966'

### Segment# 11: Curve

Length: 111.21' Radius: 73.57'  
Delta: 86° 36' 44 Tangent: 69.34'  
Chord: 100.92' Course: S46° 32' 57E  
Course In: S0° 08' 41W Course Out: N86° 45' 25E  
RP North: 9,724.4890' East: 9,165.0107'  
End North: 9,728.6510' East: 9,238.4629'

### Segment# 12: Line

Course: S89° 39' 23E Length: 96.30'  
North: 9,728.0735' East: 9,334.7612'

### Segment# 13: Line

Course: S0° 00' 18E Length: 4.00'  
North: 9,724.0735' East: 9,334.7615'

Perimeter: 1,210.98'

Area: 5,803Sq.Ft.

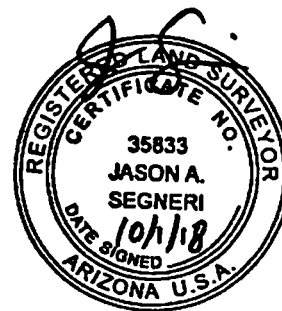
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Course: N15° 40' 59E

Error North : 0.00550

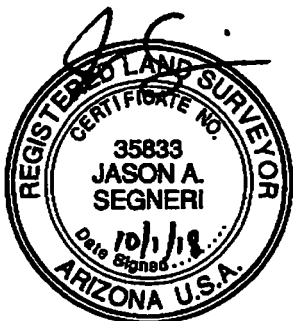
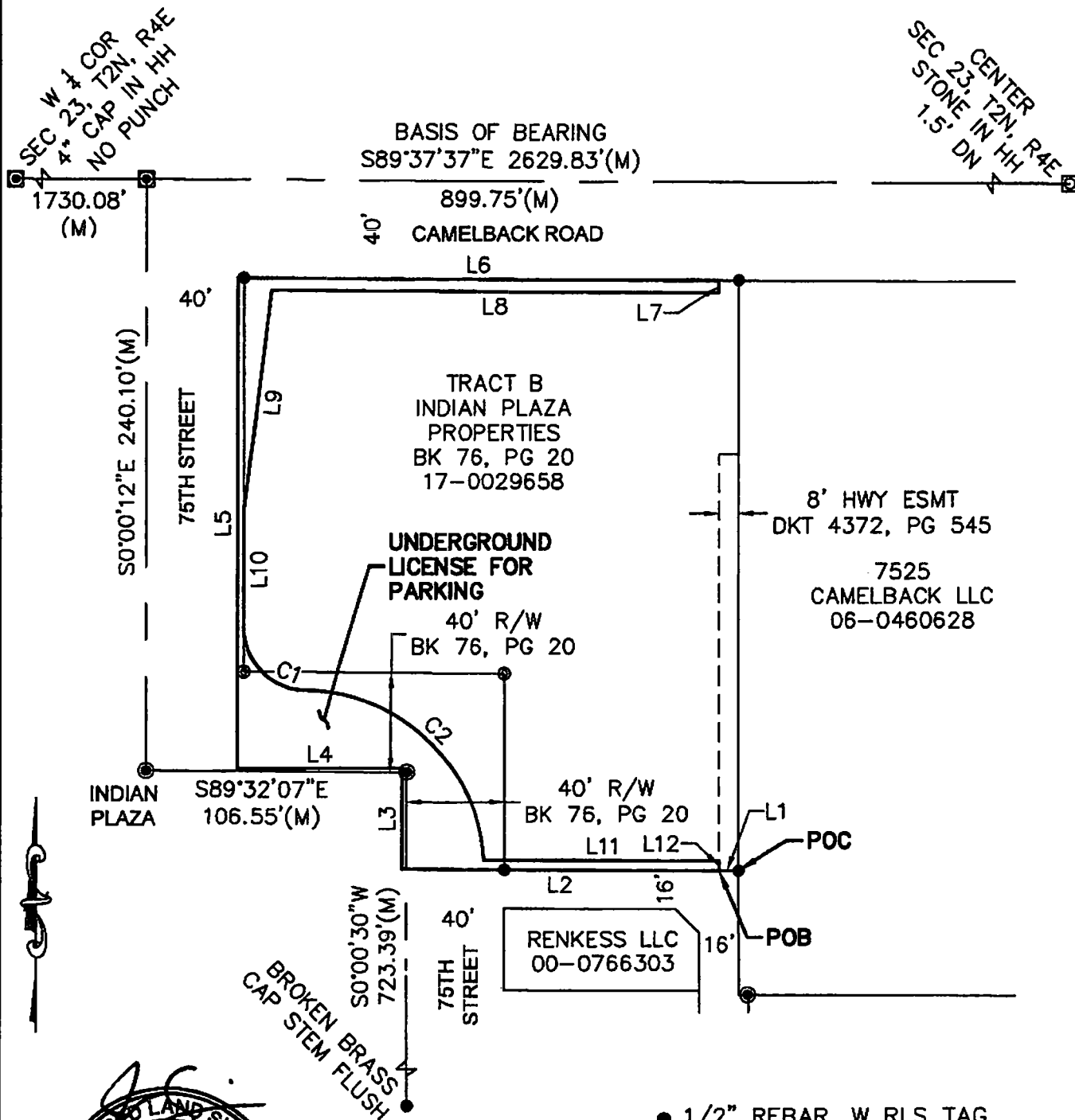
East: 0.00155

Precision 1: 212,452.63





# EXHIBIT 'B' UNDERGROUND LICENSE FOR PARKING



Contract No. 2018-168-COS  
Exhibit D to Exhibit D  
Page 1 of 1

- 1/2" REBAR, W RLS TAG
- BRASS CAP FLUSH
- PK NAIL, W RLS TAG

JOB #18-081	DWG: UNDERGROUND LICENSE	DATE: 10/01/18
SCALE: NTS	DRAWN: TS	CHK: JAS
		SHEET: 1 OF 2

**WHEN RECORDED, RETURN TO:**  
CITY OF SCOTTSDALE  
ONE STOP SHOP/RECORDS  
(ATTN: )  
7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

Project name: \_\_\_\_\_  
Plan check number: \_\_\_\_\_  
Case number: \_\_\_\_\_

**INFRASTRUCTURE IMPROVEMENTS  
COVENANT TO CONSTRUCT**

THIS INFRASTRUCTURE IMPROVEMENTS COVENANT TO CONSTRUCT (the "Covenant") is made and entered into \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, LLC, a \_\_\_\_\_, an Arizona limited liability company, ("Owner") in favor of the City of Scottsdale, an Arizona municipal corporation ("City").

**RECITALS**

A. Owner owns certain real property (the "Property") described on **Exhibit "A"** attached hereto.

B. Owner has requested the following City approvals (collectively the "Land Approvals") in connection with the development of the Property:

Approval

Case

\_\_\_\_\_

C. As a condition to City's approval of the Land Approvals, Owner is obligated to construct certain improvements (the "Infrastructure Improvements") as required by A.R.S. §9-463.01, S.R.C. §48-7(g), S.R.C. §48-101, and other applicable laws, rules and policies and to perform certain other obligations (collectively the "Work"). The Infrastructure Improvements include, without limitation, all labor, materials, permits, inspecting, financing, design, engineering, and all other costs and expenses of any description in connection with constructing the Infrastructure Improvements (collectively the "Construction Work"). In addition to the Construction Work, after Owner completes the Construction Work, Owner shall perform certain additional work (the "Warranty Work"). The Work includes all of the Construction Work and all of the Warranty Work.

D. The Infrastructure Improvements are shown upon the plans and specifications therefor sealed by \_\_\_\_\_ titled \_\_\_\_\_, and dated \_\_\_\_\_, 20\_\_\_\_ (the "Approved Plans").

E. City would not approve the Land Approvals without this Covenant. Owner gives this Covenant for the purpose of inducing City to approve the Land Approvals.

F. Owner and City estimate that the cost of the Work will be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Estimated Cost").

NOW, THEREFORE, in consideration of the approval of the Land Approvals and in order to induce City to approve the Land Approvals in reliance on this Covenant and insure that Owner satisfactorily performs the Work, Owner covenants in favor of City as follows:

1. Performance of Work. Owner shall design and construct the Public Improvements and shall perform the rest of the Work at Owner's expense, in a good and workmanlike manner, to City's satisfaction in accordance with the Approved Plans, subject only to changes approved by City or that are required or ordered by City that in City's opinion are necessary or required to complete the Work.

2. Plans Approved. City approves the design of the Infrastructure Improvements to the extent set forth in the Approved Plans. Owner shall obtain City's approval for all changes to the Approved Plans and for all matters not clearly shown on the Approved Plans.

3. Work Standards. Owner shall perform all Work in accordance with the provisions of City's Design Standards and Policies Manual, the standards and specifications of the Maricopa Association of Governments, and all other applicable permits, laws, regulations, standards and requirements (collectively the "Standards").

4. Completion Deadline. Owner shall complete the Infrastructure Improvements according to the following schedule:

4.1 Owner shall complete the Infrastructure Improvements no later than the date (the "Deadline") \_\_\_\_\_ (\_\_\_\_) months after the date of this Covenant. No extensions of the Deadline in excess of one hundred eighty (180) days total are effective unless granted by City's director of Planning and Development Services, or designee, in his or her sole and absolute discretion.

4.2 Owner shall allow adequate time to complete the Construction Work before the Deadline despite design, construction, inspection and other delays.

4.3 The Construction Work shall not be deemed complete until construction has completely concluded and City has inspected the completed Infrastructure Improvements and issued a written notice of City's determination that the Construction Work has been properly completed and the warranty period has started. Such notice shall not be recorded. Owner shall not request a final inspection of the Infrastructure Improvements until Owner has paid for the Construction Work.

5. Warranty Period and Covenant Termination. If, within a period of one (1) year after completion, any Construction Work fails to fulfill any of the requirements of this Covenant, Owner, without delay and at Owner's expense, shall perform the Warranty Work. Without limitation, Owner shall repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Construction Work and Warranty Work. The Warranty Work shall not be deemed complete until the warranty period has expired, all matters arising prior to the end of the warranty period have been resolved, and City has issued a written notice of City's determination that the Work has been



properly completed. Such notice shall state that this Covenant is released and that release of this Covenant does not terminate whatever obligations Owner might have had to City with respect to the Work under normal City processes if Owner had performed the Work without entering into this Covenant. Owner shall record such notice.

6. Permits and Laws. Owner, at Owner's expense, shall obtain all necessary permits and licenses for the Work, pay all fees and taxes, and otherwise comply with the Standards. This Covenant does not grant Owner permission to work on City right-of-way or other land.

7. Assurance. Upon execution of this Covenant and until the Work is completed, Owner shall furnish to City at Owner's expense an assurance (the "Assurance") as follows:

7.1 The amount of the Assurance shall be the Estimated Cost. The Estimated Cost shall include an amount of ten percent (10%) of the Cost for the Construction Work to assure the Warranty Work. City shall have the right to require Owner's engineer to provide revised Estimated Cost calculations during the Work. The revised Estimated Cost calculations shall be subject to City approval. Owner shall furnish revised Assurances in the amount of the revised Estimated Cost.

7.2 The Assurance shall be in the form of cash, a letter of credit, or a bond provided by an issuer satisfactory to City, or in such other form as may be provided for by City ordinance or policies, and shall comply with applicable city standards, policies and procedures.

7.3 The Assurance shall contain provisions and be in a form approved by City's city attorney.

7.4 Owner shall not have power to interfere in any way with City's obtaining or using the funds or other benefits of the Assurance.

8. Insurance Responsibility. Until the Work is completed, Owner shall insure the Property, the Work and Work related property, activities and conditions at and about the Property and shall provide insurance and indemnification as follows:

8.1 Insurance Required. Prior to commencing construction, and at all times thereafter, Owner shall obtain and cause to be in force and effect the following insurance:

8.1.1 Commercial General Liability. Unless the City specifically waives or reduces the coverage in writing, commercial general liability insurance with a limit of (\$1,000,000) for each occurrence, a limit of One Million Dollars (\$1,000,000) for products and completed operations annual aggregate, and a limit of Two Million Dollars (\$2,000,000) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Covenant. The policy shall cover Owner's liability under the indemnity provisions of this Covenant. The policy shall contain a "separation of insureds" clause. The products and completed operations coverage shall be continued for three years following the completion of the Work

8.1.2 Automobile Liability. Unless the City specifically waives or reduces the coverage in writing, automobile liability insurance with a combined single limit of One Million Dollars

(\$1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Owner's use of the Property. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and unloading.

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

8.1.4 Structure Damage. Unless the City specifically waives or reduces the coverage in writing, all risk property insurance covering damage to or destruction of all building and other improvements to the Property, including without limitation, all improvements existing upon the Property prior to this Covenant or hereafter constructed in an amount equal to full replacement cost of all such improvements. Such insurance shall be special causes of loss policy form and include flood insurance if the work is located in a special hazards flood zone A or flood zone X. Coverage shall include pollutant clean up and removal with minimum limits of coverage Fifty Thousand Dollars (\$50,000).

8.1.5 Personal Property. Unless the City specifically waives or reduces the coverage in writing, special causes of loss personal property coverage, as defined by Insurance Services Office, Inc., in an amount per occurrence equal to full replacement cost of all personal property used in connection with the Property.

8.1.6 Builders' Risk and Installation Floater Property Insurance. Unless the City specifically waives or reduces the coverage, builders' risk insurance is as follows:

8.1.6.1 Builder's risk insurance must take effect prior to the commencement of any Work.

8.1.6.2 Builder's risk insurance must continue in effect without interruption until all of the following have occurred, whether or not the covered property is occupied:

8.1.6.2.1 All work is accepted by the City.

8.1.6.2.2 Final payment for the construction work and materials has been made.

8.1.6.2.3 No person or entity other than the owner and the City has an insurable interest in the Premises.

8.1.6.3 The amount of builder's risk insurance shall be the amount of the entire cost of the Work as well as subsequent modifications thereto, and include the costs for scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

8.1.6.4 Builder's risk insurance must be written on a special causes of loss (all-risk) or open perils coverage form and include coverage for flood if any of the Work is performed in a special hazards flood one A or zone X.

8.1.6.5 Builder's risk insurance shall cover property that is being transported to the construction site or on the construction site awaiting installation.

8.1.6.6 Builder's risk insurance shall be primary and not contributory.

8.1.6.7 Builder's risk insurance shall insure the interests of City, Owner, subcontractors and others involved in any Work during the course of any construction.

8.1.6.8 As between City and Owner, Owner bears full responsibility for loss or damage to all work being performed and to works under construction.

8.1.7 Other Insurance. Any other insurance City may reasonably require for the protection of City and City's employees, officials, representatives, officers, directors, and agents (all of whom, including City, are collectively "Additional Insureds"), the Property, surrounding property, Owner, or the activities carried on or about the Property. Likewise, City may elect by notice to Owner to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that City reasonably determines to affect the prudent amount of insurance to be provided.

8.2 Form of All Insurance. All insurance provided by Owner or third parties with respect to the Work, whether required by this Covenant or not, shall meet the following requirements:

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

8.2.2 If Owner uses any excess insurance, then such excess insurance shall be "follow form" equal or broader in coverage than the underlying insurance.

8.2.3 Policies must also cover and insure Owner's activities relating to the business operations and activities conducted away from the Premises.

8.2.4 Owner's insurance shall be primary insurance. Any insurance or self-insurance program of the City will be excess coverage and non-contributory.

8.2.5 Owner must clearly show by providing copies of insurance certificates, formal endorsements or other documentation acceptable to City that all insurance coverage required by this Covenant is provided.

8.2.6 Upon City's request, Owner shall provide to City copies of actual insurance policies, which Owner may redact as to information that does not affect the Property or the Work.

8.2.7 Liability insurance, including workers' compensation, shall waive transfer rights of recovery (subrogation) against City and the other Additional Insureds.



8.2.8 No deductible or self-insurance amount for any policy during any year shall exceed Twenty-Five Thousand Dollars (\$25,000.00) unless Owner provides to City a letter of credit satisfactory to City in the amount of the excess.

8.2.9 City may require Owner from time to time to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

8.2.10 All policies shall contain provisions that insurance coverage provided to Owner shall not be affected by errors or omissions or by failure to follow claims reporting procedures.

8.2.11 All policies except workers' compensation shall name the City of Scottsdale, its agents, representatives, officers, directors, officials, and employees as Additional Insured, and the other Additional Insureds as additional insureds. Owner shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement.

8.2.12 All applicable property policies must name the City as a loss payee as respects proceeds relating to the Property and the Work.

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

8.2.14 All policies shall require that notices be given to City in the manner specified for notices to City under this Covenant.

8.3 Evidence of Insurance. Owner shall provide evidence of all insurance as follows:

8.3.1 Owner shall provide to City certificates of liability and workers compensation insurance upon execution of this agreement. Certificates of property insurance shall be provided to the City prior to the commencement of any work. Renewal or replacement certificates for all policies shall be received by the City before the expiration of the existing coverage. Owner shall provide certificates at other times at City's request.

8.3.2 Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Covenant applicable to the policy. For example, certificates must evidence that Lessor and the other Additional Insureds are additional insureds.

8.3.3 Certificates must be in ACORD form or in an equivalent form acceptable to City.

8.3.4 Each insurance certificate provided to City constitutes a warranty and representation by Owner to City that policies, coverages and other matters are actually in effect as described in the certificate.

8.3.5 Upon City's request, Owner shall provide to City copies of actual insurance policies.

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

8.5 City's Election to Provide Insurance. City is not required to carry any insurance covering or affecting the Property or use of City's property related to this Covenant. If Owner fails to acquire all or any part of the insurance required by this Covenant, then City may elect to provide such insurance (with or without any other real property City may own, or control) and Owner shall pay to City the costs of such insurance as reasonably determined by City. Owner shall provide all required insurance not so provided by City. Any insurance or self-insurance maintained by City shall not contribute to Owner's insurance.

8.6 Insurance Proceeds. All property insurance proceeds (whether actually paid before or after termination of this Covenant) shall be paid directly to City for City's use in compensating City for the loss, protecting City, the Infrastructure Improvements and City's property from every other loss or exposure suffered by City, rebuilding the Infrastructure Improvements, and satisfying and securing Owner's obligations hereunder. Any remaining proceeds shall be allocated among City and Owner as their interests may appear.

8.7 No Representation of Coverage Adequacy. By requiring insurance, City does not represent that coverage or limits will be adequate to protect Owner, City or others. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Covenant but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Covenant or failure to identify any insurance deficiency shall not relieve Owner from, nor be construed or deemed a waiver of, Owner's obligation to maintain the required insurance at all times during the performance of the Covenant.

8.8 Use of Contractors. If Owner contracts or otherwise delegates any work or use of the Property under this Covenant, Owner shall cause the delegate and any sub-delegatees to execute and provide to City a writing executed by the delegatee containing at least the same indemnification clauses and insurance requirements set forth herein protecting City and Owner, or other insurance requirements approved by City.

8.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Covenant and until all obligations and performances under or related to this Covenant are satisfied and all matters described in this paragraph are completely resolved, Owner (and all other persons using, acting, working or claiming through or for Owner or this Covenant (if they or their subcontractor, employee or other person or entity hired or directed by them participated in causing the claim in question)) shall jointly and severally pay, indemnify, defend and hold harmless City and all other Additional Insureds for, from and against any and all claims or harm related to the Performance of Owner's obligations under this Covenant or arising from the Work (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage,

destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings) that may arise in any manner out of the Work or any actions, acts, errors, mistakes or omissions relating to the Work or services in the performance of or related to this Covenant, including any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Property or surrounding areas related to this Covenant, including without limitation, claims, liability, harm or damages caused in part by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Owner or City may be liable. As a condition to City's executing this Covenant, Owner specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Owner for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, the Indemnity does not apply to:

8.9.1 Claims arising only from the sole gross negligence of City.

8.9.2 Claims that the law prohibits from being imposed upon the indemnitor.

8.10 Risk of Loss. Owner assumes the risk of any and all loss, damage or claims to the Property or related to the Work, Owner's use of the Property, Owner or third parties throughout the term hereof. Owner shall be responsible for any and all damage to its property and equipment related to this Covenant.

8.11 Indemnities and Insurance Cumulative. Owner's obligations to indemnify do not diminish in any way Owner's obligations to insure; and Owner's obligations to insure do not diminish in any way Owner's obligations to indemnify. Owner's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Owner under or connected with this Covenant. The amount and type of insurance coverage required by this Covenant will in no way be construed as limiting the scope of the indemnities or other requirements of this Covenant.

8.12 Insurance to be Provided by Others. Any contractors or other persons occupying, working on or about, or using the Property pursuant to this Covenant, must also provide for the protection of City and all other Additional Insureds all of the insurance and indemnification required by applicable city processes and policies for the work they are performing. The preceding sentence does not require such person to provide insurance that merely duplicates insurance Owner provides.

9. Default. Owner shall be in default under this Covenant if any of the following occur (an "Event of Default"):

9.1 Owner refuses or fails to prosecute the Construction Work with such diligence as will insure its completion before the Deadline.

9.2 The Construction Work is not completed before the Deadline.

9.3 Owner refuses or fails to complete any Warranty Work within thirty (30) days after City's demand for such work. If the Warranty Work cannot be completed within thirty (30) days,

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then the thirty (30) day period shall be extended to a period in which the work can be completed and Owner shall diligently pursue the work to completion.

9.4 Owner allows the required financial assurance to lapse, or any required financial assurance is revoked by its issuer.

9.5 Owner sells or transfers the property without substituting new assurances.

9.6 Owner is insolvent or makes a general assignment for the benefit of Owner's creditors.

9.7 Owner, or any of Owner's contractors, subcontractors, agents, or employees, violates any of the provisions of this Covenant and such violation is not cured within thirty (30) days after notice by City demanding compliance.

10. City's Remedies. Upon the occurrence of any Event of Default, City may, at its option and from time to time, exercise at Owner's expense any combination of the following cumulative remedies in any order and repetitively at City's option:

10.1 Take over all or part of the Work and prosecute the same, by contract or by any other method City may deem advisable.

10.2 Take possession of, and use in pursuing the Work the materials, equipment, plant and other property on the site of or used for the Work.

10.3 Decline to process or issue building permits or other regulatory approvals or inspections.

10.4 Complete, modify or remove the Infrastructure Improvements in whole or in part.

10.5 Restore any disturbed land.

10.6 Otherwise mitigate the effects of Owner's failure to timely and properly construct the Infrastructure Improvements and perform the other Work.

10.7 Enforce a lien (which Owner hereby grants to City in addition to any statutory or other lien that may exist) upon all of Owner's real or personal property now or at any time hereafter at or pertaining or related to the Property or the Work.

10.8 Cause a receiver to be appointed for all or part of the Property and for the continuing performance of Owner's obligations under this Covenant.

10.9 Pay or perform, for Owner's account, in Owner's name, and at Owner's expense, any or all payments or performances required hereunder to be paid or performed by Owner.

10.10 If the Assurances are inadequate to cover the remaining Work, require Owner to increase the Assurances to cover the remaining Work and provide additional Assurances adequate in City's sole discretion to protect City, the Property, the Work and the Infrastructure Improvements.

10.11 Enforce the Assurances.

10.12 Assert, exercise or otherwise pursue at Owner's expense any and all other rights or remedies, legal or equitable, to which City may be entitled.

11. Reimbursement. Within thirty (30) days after City expends any funds to advance the Work or otherwise protect City's interests under this Covenant or Owner otherwise becomes indebted to City under this Covenant, Owner shall repay such amounts together with an administrative and management fee in the amount of fifteen percent (15%) of such funds. Any unpaid amount shall bear interest at the rate of one and five-tenths percent (1.5%) per month.

12. Miscellaneous. This Covenant is subject to the following additional provisions:

12.1 Binding Effect of Covenant. This Covenant shall be binding on and inure to the benefit of the parties to this Covenant and their heirs, personal representatives, successors and assigns. This Covenant shall run with the Property in favor of City.

12.2 Amendments. This Covenant may not be amended except by a formal writing executed by all of the parties.

12.3 Limited Severability. If any term, condition, covenant, stipulation, agreement or other provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of such provision shall in no way affect any other provision herein contained. Further, this Covenant shall be deemed automatically reformed to secure to City the legal, equitable, practical and other benefits of the provisions of this Covenant as written to the very maximum extent permitted by law.

12.4 Conflicts of Interest. No officer or employee of City shall have any direct or indirect interest in this Covenant, nor participate in any decision relating to the Covenant, that is prohibited by law.

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

12.6 Owner Not Agent of City. Owner, Owner's agents, and Owner's contractors are not agents of City in connection with the Work or otherwise.

12.7 Nonliability of City Officials and Employees. No official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount that may become due to any party or successor, or with respect to any obligation of City or otherwise under the terms of this Covenant or related to this Covenant.

12.8 Time of Essence. Time is of the essence of each and every provision of this Covenant.

12.9 Integration. This Covenant constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding,

negotiation, draft agreements, discussion outlines, correspondence, memoranda and representation regarding the subject of this Covenant.

12.10 Construction. Whenever the context of this Covenant requires, the singular shall include the plural, and the masculine shall include the feminine. The terms of this Covenant were established in light of the plain meaning of this Covenant and this Covenant shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Owner.

12.11 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Covenant or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Owner's construction of improvements, Owner's negligence, Owner's failure to comply with the provisions of this Covenant (including any absence or inadequacy of insurance required to be carried by Owner), or otherwise as a result of the existence of this Covenant.

12.12 Attorneys' Fees. In the event any action or suit or proceeding is brought by City to collect the amounts due or to become due hereunder or to enforce compliance with this Covenant or for failure to observe any of the covenants of this Covenant or to vindicate or exercise any of City's rights or remedies hereunder, Owner agrees to pay City all costs of such action or suit and all expenses of such action or suit together with such sum as the court (and not a jury) may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.

12.13 Choice of Law. This Covenant shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. City has not waived its claims procedures as respects this Covenant. Exclusive proper venue for any action regarding this Covenant shall be Maricopa County.

12.14 Approvals and Inspections. All approvals, reviews and inspections by City under this Covenant or otherwise are for City's sole benefit and not for the benefit of Owner, its contractors, engineers or other consultants or agents, or any other person.

12.15 Recording. Within ten (10) days after the date of this Covenant, Owner shall cause this Covenant to be recorded in the office of the Maricopa County Recorder. Within ten (10) days after any amendment of this Covenant, Owner shall cause the amendment to be recorded. This Covenant shall run with the land upon the Property in favor of City.

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

12.17 Other Interest Holders. Owner warrants and represents that instruments in substantially the form attached to this Covenant as **Exhibit "B"** (the "Lienholder Consents") have been executed by each holder of a lien or other interest in any part of the Property whereby such persons join in this Covenant and subject and subordinate their interests to this Covenant and that Owner has attached such Lienholder Consents to this Covenant and recorded them with this Covenant.

12.18 Notices. Notices hereunder shall be given in writing personally served upon the



other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to City: General Manager  
Planning and Development Services  
7447 East Indian School Road, Suite 105  
Scottsdale, AZ 85251

Copies to: City Attorney  
City of Scottsdale  
3939 North Drinkwater Boulevard  
Scottsdale, AZ 85251

If to Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other street address within Maricopa County, Arizona as may be designated by the respective parties in writing from time to time. Notices to Owner may also be hand-delivered to the Owner's representative managing the Work or the Property. Service of notice by mail shall be deemed to be complete forty-eight (48) hours after the notice is deposited in the United States mail.

12.19 Legal Workers. Owner shall comply with laws regarding workers as follows:

12.19.1 As required by A.R.S. §41-4401, Owner warrants to City that Owner and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Owner and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

12.19.2 A breach of this warranty by Owner or any of its subcontractors will be considered a material breach of this Covenant and may subject Owner or its subcontractor to penalties up to and including termination of this Covenant or any subcontract. Owner will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Owner's failure to assure compliance by all subcontractors with the E-Verify Program may be considered by City a material breach of this Covenant.

12.19.3 City retains the legal right to inspect the papers of any employee of Owner or any subcontractor who works under this Covenant to ensure that they are complying with the warranty given above.

12.19.4 City may conduct random verification of Owner's and its subcontractors' employment records to ensure compliance with this warranty.

12.19.5 Owner shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

EXECUTED as of the date first given above.

OWNER: \_\_\_\_\_, a  
\_\_\_\_\_, an Arizona limited  
liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM BY CITY:

\_\_\_\_\_,  
\_\_\_\_\_,  
General Manager, Planning and Development Services

Risk Manager

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney  
By: \_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of the Owner, who is  
\_\_\_\_\_, a \_\_\_\_\_, an Arizona limited liability company.

Notary Public

My Commission Expires:

## **EXHIBIT A**

Formal, engineered legal description of Property





Project name: \_\_\_\_\_  
Plan check number: \_\_\_\_\_  
Case number: \_\_\_\_\_

**INFRASTRUCTURE IMPROVEMENTS  
NOTICE OF WARRANTY PERIOD**

City of Scottsdale, an Arizona municipal corporation gives this notice with respect to the Covenant to Construct Infrastructure Improvements (the "Covenant") made by \_\_\_\_\_, a \_\_\_\_\_, an Arizona limited liability company ("Owner"), in favor of City dated \_\_\_\_\_, 20\_\_\_\_ and recorded \_\_\_\_\_, 20\_\_\_\_ at document No. \_\_\_\_\_ of the public records of Maricopa County, Arizona as follows:

1. The Construction Work under the Covenant has been completed.
2. The Warranty Work under the Covenant has not been completed.
3. This notice shall not be recorded.

EXECUTED as of \_\_\_\_\_, 20\_\_\_\_

**CITY OF SCOTTSDALE**, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Its: Inspection Services Manager

## Exhibit "F"

### DEVELOPER INSURANCE TERMS

1. Developer Insurance. Developer and Developer's successors and assigns covenant and agree to maintain, or cause to be maintained during the term hereof, at their respective sole cost and expense, the following types of insurance in the amounts specified and in the form provided for below:

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

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

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

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

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

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



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

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

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

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

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

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

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

3. Insurance Certificates. Insured shall evidence all insurance by furnishing to City, addressed to Senior Real Estate Manager, 7447 E. Indian School Road, Suite 205, Scottsdale AZ 85251, certificates of insurance annually and with each change in insurance coverage as follows:

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

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

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

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

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

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

## **EXHIBIT "G"**

### **THIRD PARTY INSURANCE TERMS**

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



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

**RIGHT OF WAY ABANDONMENT**



A PORTION OF THE RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS DEDICATED ON THE FINAL PLAT FOR INDIAN PLAZA PROPERTIES, ACCORDING TO BOOK 76 OF MAPS, PAGE 20 RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**COMMENCING AT A FOUND ½" REBAR, LS TAG 18544 AT THE NORTHWEST CORNER OF TRACT B OF SAID PLAT;**

**THENCE SOUTH 0 DEGREES 0 MINUTES 12 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 160.16 FEET TO A FOUND PK NAIL, LS TAG 45377 MARKING THE SOUTHWEST CORNER OF SAID TRACT B;**

**THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID TRACT B, A DISTANCE OF 7.32 FEET TO THE POINT OF BEGINNING;**

**THENCE SOUTH 89 DEGREES 32 MINUTES 7 SECONDS EAST, ALONG THE SOUTHERLY AND WESTERLY LINE OF SAID TRACT B, A DISTANCE OF 99.24 FEET TO A FOUND PK NAIL, LS TAG 45377;**

**THENCE SOUTH 0 DEGREES 0 MINUTES 30 SECONDS WEST, CONTINUING ALONG SAID SOUTHERLY AND WESTERLY TRACT LINE, A DISTANCE OF 75.93 FEET;**

**THENCE NORTH 89 DEGREES 37 MINUTES 36 SECONDS WEST, LEAVING SAID TRACT LINE, A DISTANCE OF 8.35 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WITH A CHORD BEARING OF NORTH 46 DEGREES 38 MINUTES 34 SECONDS WEST, A CHORD DISTANCE OF 101.02 FEET;**

**THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 73.57 FEET, THROUGH A CENTRAL ANGLE OF 86 DEGREES 42 MINUTES 53 SECONDS, A DISTANCE OF 111.35 FEET;**

**TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, WITH A CHORD BEARING OF NORTH 67 DEGREES 18 MINUTES 44 SECONDS WEST, A CHORD DISTANCE OF 18.98 FEET;**

**THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 37 MINUTES 41 SECONDS, A DISTANCE OF 19.47 FEET TO THE POINT OF BEGINNING.**

**SAID PARCEL CONTAINS 2,379 SQUARE FEET OR 0.055 ACRES, MORE OR LESS.**

**SURVEY INNOVATION GROUP, INC  
22425 N. 16<sup>TH</sup> STREET  
SUITE 1  
PHOENIX, ARIZONA 85024**

# EXHIBIT 'B'

## RIGHT OF WAY ABANDONMENT

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S0°00'12"E	160.16'
L2	S89°32'07"E	7.32'
L3	S89°32'07"E	99.24'
L4	S0°00'30"W	75.93'
L5	N89°37'36"W	8.35'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	86°38'52"	73.57'	111.26'	N46°36'33"W 100.96'
C2	44°37'41"	25.00'	19.47'	N67°18'44"W 18.98'



Contract No. 2018-168-COS  
Exhibit E  
Page 2 of 4

\*ALL LINE & CURVE TABLE INFORMATION IS CALCULATED

JOB #18-081	DWG: ROW ABANDONMENT	DATE: 10/01/18
SCALE: NTS	DRAWN: JAS	CHK: ELS
		SHEET: 1 OF 2

## RIGHT OF WAY ABANDONMENT CLOSURE REPORT

North: 9,805.3726' East: 9,147.5813'

Segment# 1: Line

Course: S89° 32' 07E Length: 99.24'

North: 9,804.5677' East: 9,246.8181'

Segment# 2: Line

Course: S0° 00' 30W Length: 75.93'

North: 9,728.6377' East: 9,246.8070'

Segment# 3: Line

Course: N89° 37' 36W Length: 8.35'

North: 9,728.6921' East: 9,238.4572'

Segment# 4: Curve

Length: 111.26' Radius: 73.57'

Delta: 86° 38' 52 Tangent: 69.39'

Chord: 100.96' Course: N46° 36' 33W

Course In: S86° 42' 53W Course Out: N0° 04' 01E

RP North: 9,724.4760' East: 9,165.0081'

End North: 9,798.0459' East: 9,165.0941'

Segment# 5: Curve

Length: 19.47' Radius: 25.00'

Delta: 44° 37' 41 Tangent: 10.26'

Chord: 18.98' Course: N67° 18' 44W

Course In: N0° 22' 26E Course Out: S45° 00' 07W

RP North: 9,823.0454' East: 9,165.2572'

End North: 9,805.3683' East: 9,147.5789'

Perimeter: 314.25' Area: 2,379Sq.Ft.

Error Closure: 0.0049 Course: S29° 15' 10W

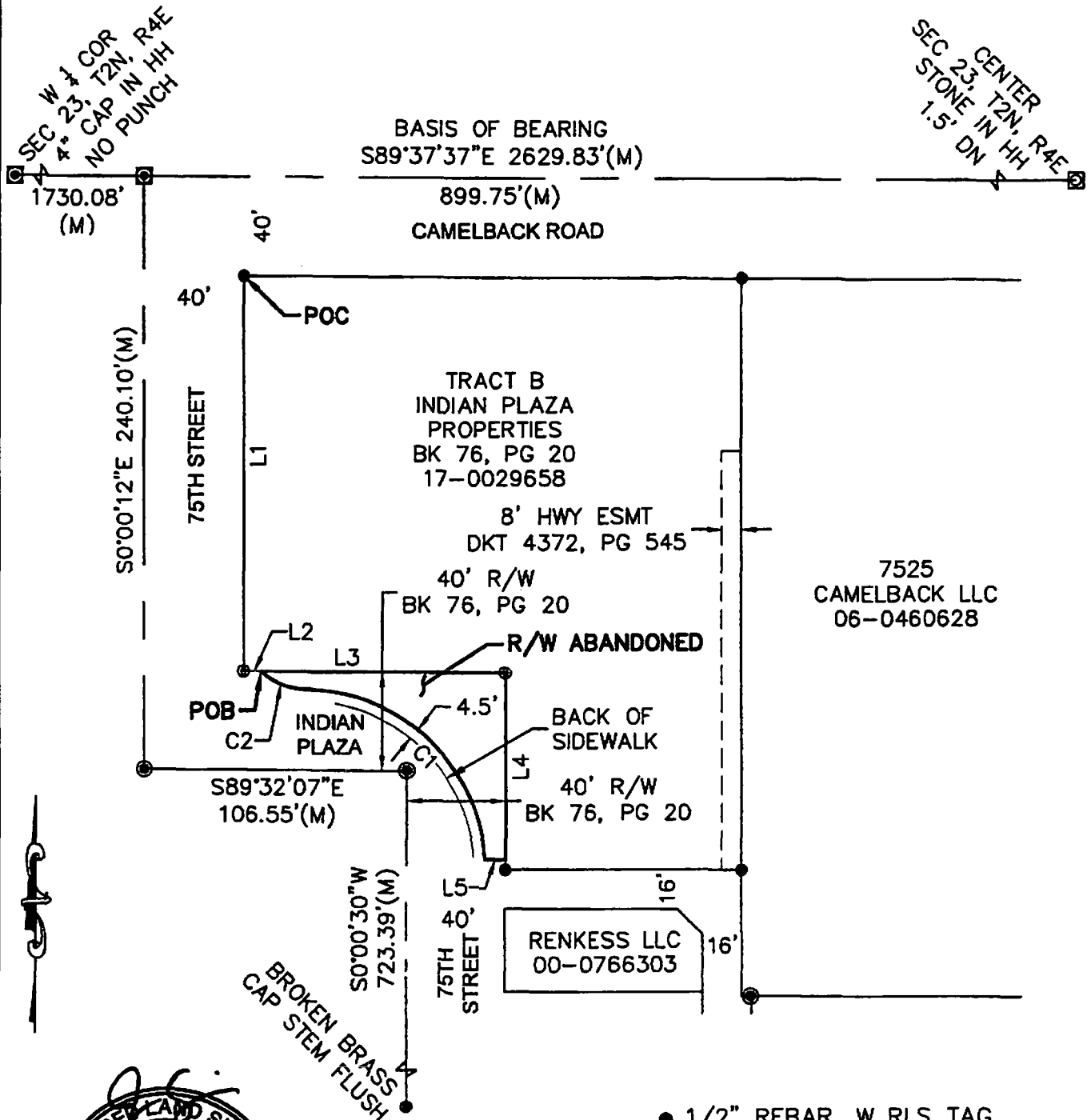
Error North : -0.00428 East: -0.00240

Precision 1: 64,132.65





# EXHIBIT 'B' RIGHT OF WAY ABANDONMENT



Contract No. 2018-168-COS  
Exhibit E  
Page 4 of 4

- 1/2" REBAR, W RLS TAG
- BRASS CAP FLUSH
- PK NAIL, W RLS TAG

JOB #18-081	DWG: ROW ABANDONMENT	DATE: 10/01/18
SCALE: NTS	DRAWN: JAS	CHK: ELS
		SHEET: 1 OF 2

## **Exhibit "F-1"**

### **DEVELOPER INSURANCE TERMS**

1. Developer Insurance. Developer and Developer's successors and assigns covenant and agree to maintain, or cause to be maintained during the term hereof, at their respective sole cost and expense, the following types of insurance in the amounts specified and in the form provided for below:

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Insurance Certificates. Insured shall evidence all insurance by furnishing to City, addressed to Senior Real Estate Manager, 7447 E. Indian School Road, Suite 205, Scottsdale AZ 85251, certificates of insurance annually and with each change in insurance coverage as follows:

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

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

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



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

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

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

## **EXHIBIT "F-2"**

### **THIRD PARTY INSURANCE TERMS**

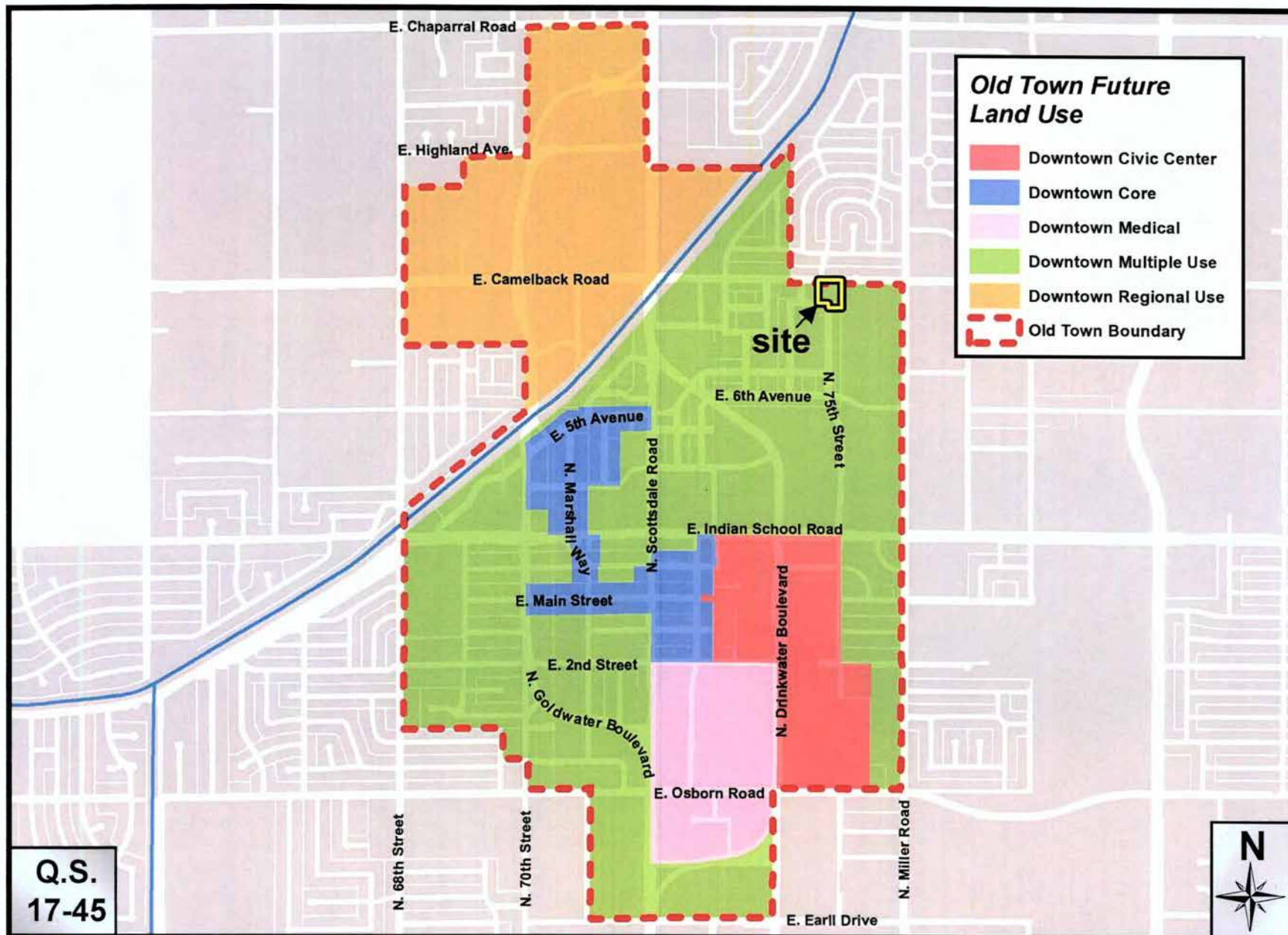
Use of Third Party Contractors & Subcontractors: If any work under this Garage Easement is contracted to contractors or subcontractors in any way, Developer shall execute a written agreement with such third party and such written agreement shall contain the same Indemnification Clause and Insurance Requirements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

**Additional Information for:**  
**Don & Charlie's Hotel**  
**Case: 2-ZN-2018 and 1-II-2018**

**PLANNING/DEVELOPMENT**

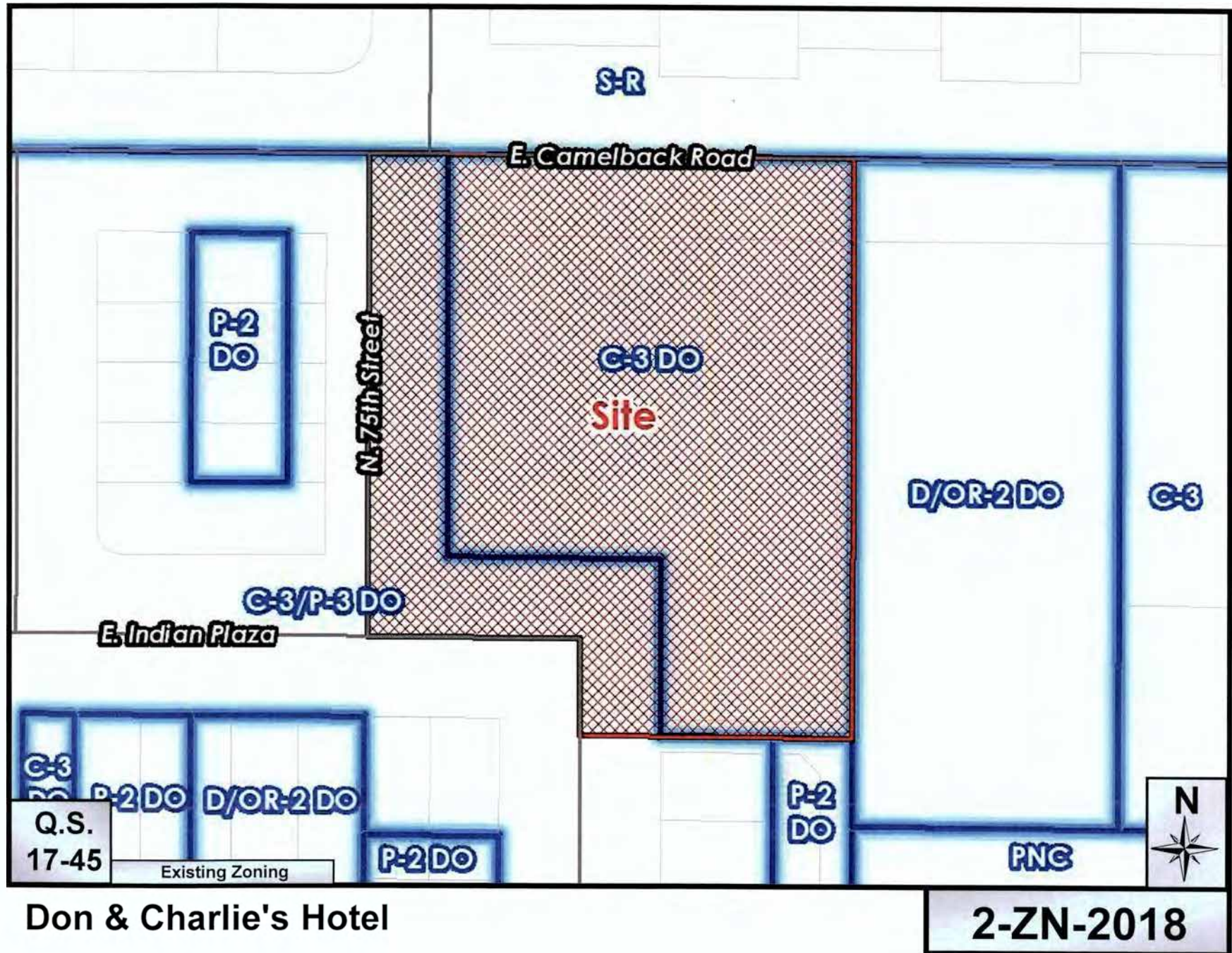
1. **DEVELOPMENT CONTINGENCIES** Each element of this zoning case—including density/intensity, lot/unit placement, access and other development contingencies—may be changed as more information becomes available to address public health, safety and welfare issues related to drainage, open space, infrastructure and other requirements.
2. **DEVELOPMENT REVIEW BOARD.** The City Council directs the Development Review Board's attention to:
  - a. Transition of height and massing adjacent to the Old Town Scottsdale boundary,
  - b. thematic streetscape and pedestrian improvements
  - c. colors and materials, and
  - d. type, height, design, and intensity of proposed lighting on the site, to ensure that it is compatible with adjacent uses
3. **RESPONSIBILITY FOR CONSTRUCTION OF INFRASTRUCTURE.** The developer shall be responsible for all improvements associated with the development or phase of the development and/or required for access or service to the development or phase of the development. Improvements shall include, but not be limited to washes, storm drains, drainage structures, water systems, sanitary sewer systems, curbs and gutters, paving, sidewalks, streetlights, street signs, and landscaping. The granting of zoning/use permit does not and shall not commit the city to provide any of these improvements.
4. **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.
5. **EASEMENTS CONVEYED BY SEPARATE INSTRUMENT.** Prior to issuance of any building permit for the development project, each easement conveyed to the city separate from a final plat shall be conveyed by an instrument or map of dedication subject to city staff approval, and accompanied by a title policy in favor of the City, in conformance with the Design Standards and Policies Manual.
6. **FEES.** The construction of water and sewer facilities necessary to serve the site shall not be in-lieu of those fees that are applicable at the time building permits are granted. Fees shall include, but not be limited to the water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee.



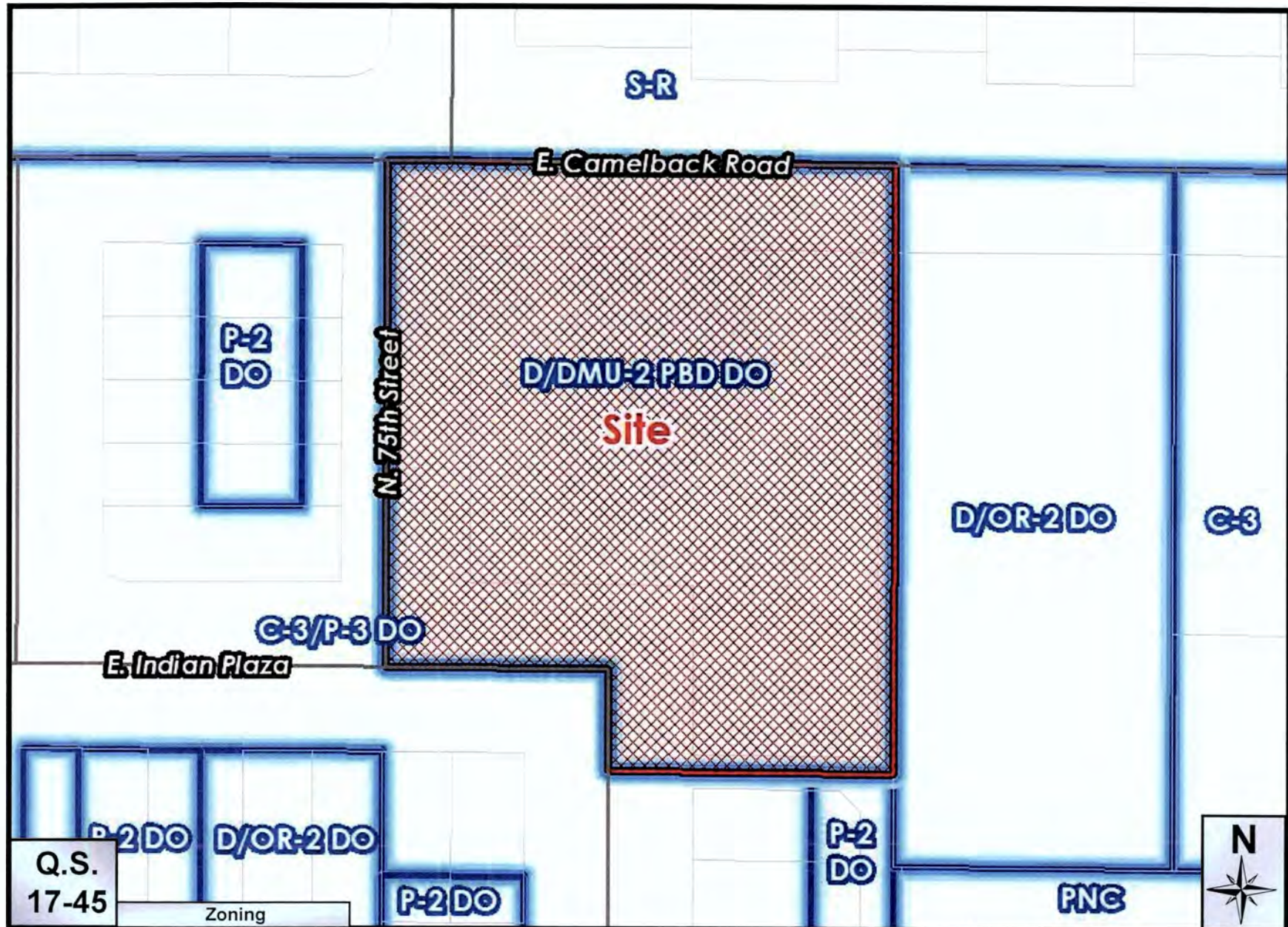


Old Town Future Land Use

2-ZN-2018







Q.S.  
17-45

Zoning

Don & Charlie's Hotel

Ordinance No. 4366  
Exhibit 2  
Page 1 of 1

2-ZN-2018

**TRAFFIC IMPACT ANALYSIS SUMMARY**  
**Don and Charlie's Hotel**  
**75<sup>th</sup> St. and Camelback Rd.**  
**2-ZN-2018**  
**August 2018**

Summary Prepared by Emily Appleton & Billy Grgantov, COS Traffic Engineering  
Traffic Impact & Mitigation Analysis Prepared by Jamie Blakeman, J2 Engineering & Environmental Design

**Existing Conditions:**

Site Location – SEC of Camelback Road and 75<sup>th</sup> Street.

Existing Development – Site is currently occupied by Don and Charlie's restaurant. A new hotel development is proposed to replace the current restaurant.

**Street Classifications –**

- Camelback Road is classified as a Minor Arterial within the study area.
- Scottsdale Road is classified as a Major Collector within the study area.
- Miller Road is classified as a Minor Collector within the study area.
- 75<sup>th</sup> Street is a Local Collector (unclassified)

**Existing Street Conditions –**

- The Camelback Road and 75<sup>th</sup> Street intersection operates as a two-way stop controlled intersection. The northbound and southbound approaches both provide one shared left-through-right turn lane. The eastbound and westbound approaches both provide one two-way left turn lane, one through lane, and one shared through-right turn lane.
- The Camelback Road and Scottsdale Road intersection operates as a signalized intersection. The northbound and southbound approaches both provide two dedicated left turn lanes and two through lanes. The northbound approach provides one shared through-right turn lane and the southbound approach provides one dedicated right turn lane. The eastbound approach provides two dedicated left turn lanes, two through lanes, and one dedicated right turn lane. The westbound approach provides one dedicated left turn lane, one through lane, and one shared through-right turn lane.
- The Camelback Road and Miller Road intersection operates as a signalized intersection. The northbound and southbound approach both provide one dedicated left turn lane, one through lane, and one dedicated right turn lane. The eastbound and westbound approaches both provide one dedicated left turn lane, one through lane, and one shared through-right turn lane.

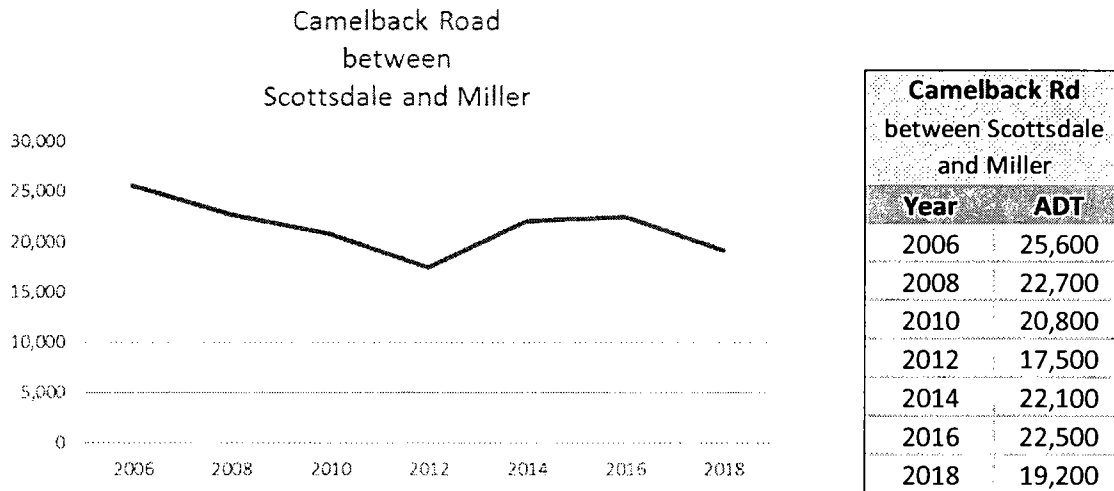
**Existing and Historical Volumes –**

- 2018 ADT on Camelback Road (between Scottsdale Road and Miller Road) is 19,200 vehicles per day which is lower than the 2016 ADT.
- Most current (2016) ADT on Scottsdale Road is 35,100 vehicles north of Camelback and 27,100 vehicles south of Camelback.
- Most current (2016) ADT on Miller Road is 8,500 vehicles north of Camelback and 12,900 vehicles south of Camelback.



- 2018 ADT on 75<sup>th</sup> Street is 1,600 vehicles per day.

The historical traffic volumes along Camelback Road in the vicinity of the proposal are shown below.



#### Existing Speed Limits –

- Camelback Road has two variable speed limit signs between Scottsdale Rd and Miller Rd that typically display a speed limit of 35 mph. However, a speed limit of 25 mph is displayed from 9:00 PM Friday to 3:00 AM Saturday and from 9:00 PM Saturday to 3:00 AM Sunday.
- Scottsdale Road has a posted speed limit of 30 mph south of Camelback Road and a posted speed limit of 40 mph north of Camelback Road.
- Miller Road has a posted speed limit of 35 mph.
- 75<sup>th</sup> Street has an unposted speed limit of 25 mph.

#### Collision Information –

- The intersection of Camelback Road and 75<sup>th</sup> Street has had 15 collisions from January 2015 to December 2017 with one incapacitating injury and four non-incapacitating injuries.
- The intersection of Camelback Road and Scottsdale Road has had 75 collisions from January 2015 to December 2017 with one incapacitating injury, eight non-incapacitating injuries and three possible injuries.
- The intersection of Camelback Road and Miller Road has had 36 collisions from January 2015 to December 2017 with four non-incapacitating injuries and three possible injuries.

#### Proposed Development:

Description -The new development proposal includes 181 hotel rooms, occupying the second floor through the sixth floor, with a pool and amenity deck located on the second floor. The hotel will include 1,600 sq ft of meeting space, 3,300 sq ft of

restaurant space with a 1,500 sq ft lounge, and 2,000 sq ft of function space. There will be one level of subsurface parking. The applicant is proposing to slightly re-align the south leg of the 75<sup>th</sup> Street / Camelback Road intersection to better align with the north leg of the intersection and restripe the south leg so there is one NB left and one NB thru/right turn lane. The applicant also proposes to make improvements to the alley along the south property line.

**Site Access** – The proposed site plan indicates two access driveways located generally at the NE corner of India Plaza and 75<sup>th</sup> Street. The southern driveway will be constructed along the improved alley and is intended for vehicles entering the hotel drop off area and the subsurface parking. The northern driveway is intended for exiting vehicles. The vehicle flow through the site should be clearly indicated as the project design is finalized to avoid vehicles inadvertently entering at the northern driveway.

**TRIP GENERATION COMPARISON TABLE\*:**

Land Use	ITE Code	Qty	Unit	Weekday Total	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Theoretical - Shopping Center	820	50.27	1000 SF GLA	3,766	177	110	67	327	157	170
Existing – Quality Restaurant	931	10.53	1000 SF GLA	884	7	2	9	57	26	83
Proposed - Hotel	310	181	Rooms	1,514	51	35	86	56	53	109
Proposed - Quality Restaurant	931	4.8	1000 SF GLA	403	3	1	4	26	12	38
<b>Proposed - Total</b>				<b>1,917</b>	<b>54</b>	<b>36</b>	<b>90</b>	<b>82</b>	<b>65</b>	<b>147</b>
<b><i>Difference (Proposed minus Existing)</i></b>				<b><i>1,033</i></b>	<b><i>47</i></b>	<b><i>34</i></b>	<b><i>81</i></b>	<b><i>25</i></b>	<b><i>39</i></b>	<b><i>64</i></b>

**\*This table compares the trips generated by a theoretical build out under the existing zoning (50,628 sq ft shopping center), the trips generated by the existing restaurant and the proposed Don and Charlie's Hotel & Restaurant.**

#### **Traffic Analysis:**

**Intersection Level of Service** – Using a 2021 horizon year with volumes estimated by using a 1 percent annual increase in traffic, all study intersections in the vicinity of the site operate a level of service D or better, except for the following:

- Camelback Road and 75<sup>th</sup> Street (Stop controlled) – NB shared L-Th-Rt PM peak hour operates at LOS F.

#### **Observations:**

Traffic Engineering staff observed traffic on the streets in the vicinity of the site during peak traffic periods. Left turning vehicles from NB 75<sup>th</sup> Street experienced long, but not unreasonable, delays due to the number and spacing of vehicles traveling along

Camelback Road. No vehicles were observed making the NB through movement at the intersection.

**Additional Information:**

There are very few vehicles making the NB through movement at the intersection of 75<sup>th</sup> Street & Camelback Road. Restriping the northbound approach, which is approximately 40-ft in width, to provide one dedicated left turn lane and one shared through-right turn lane will reduce NB delay and potentially encourage the right turn movement, thereby reducing the number of northbound left turning vehicles and further decreasing intersection delay.

With the build out of the proposed Don and Charlie's Hotel, it is recommended that the signal timing splits and offsets be analyzed and adjusted to efficiently service future traffic volumes in the vicinity of the site.

**Summary:**

The proposed Don and Charlie's Hotel development, located on the southeast corner of Camelback Road and 75<sup>th</sup> Street, is anticipated to generate 1,917 weekday trips, with 90 trips occurring during the AM peak hour and 147 trips occurring during the PM peak hour.

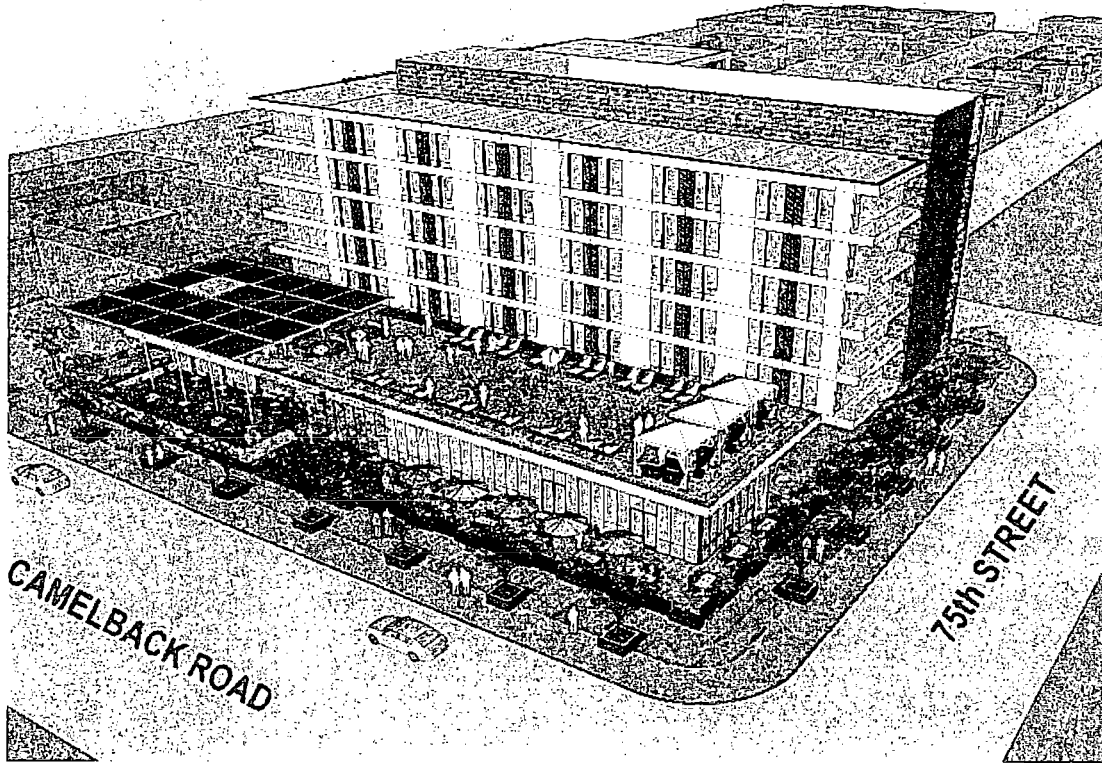
Compared to the existing use as a restaurant, this development is anticipated to generate 1,033 additional weekday trips, 81 additional AM peak hour trips and 64 additional PM peak hour trips. Compared to the theoretical use that could be permitted with the existing zoning, it is estimated that there would be 1,849 fewer weekday trips, 87 fewer AM peak hour trips, and 180 fewer PM peak hour trips.

**Comments/Concerns:**

Striping revisions at the south leg of 75<sup>th</sup> Street & Camelback Road intersection to allow for a NB left and NB thru-right lane will improve operations for NB traffic. As the site design is finalized, the applicant should clearly delineate the flow of vehicular site traffic to avoid vehicles entering at the northern driveway. Signal timing along Camelback Road should be updated once the development is operational.

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# Don and Charlie's Hotel Parking Master Plan



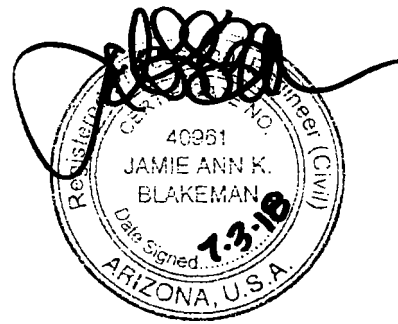
## Prepared for:

Tyler Kent  
OpWest Ventures  
3920 E Thomas Road, #15330  
Phoenix, AZ 85018

## Prepared by:



J2 Engineering and Environmental Design  
4649 E. Cotton Gin Loop, Suite B2  
Phoenix, AZ 84040



**EXPIRES 6-30-19**

Project Number: 17.1064  
July 3, 2018

2-ZN-2018  
07/09/18



## 1. Executive Summary

J2 Engineering and Environmental Design (J2) has prepared a Parking Master Plan for the proposed Don and Charlie's Hotel development consisting of approximately 181 hotel rooms, occupying the second floor through the sixth floor, with a pool and amenities located the second floor. The hotel will also include approximately two (2) 800 square foot meeting rooms, approximately 3,300 square feet of restaurant, an approximate 2,000 square foot function space, and an approximate 1,500 square feet of lounge area located on the first floor. The proposed development is located on the southeast corner of Camelback Road and 75<sup>th</sup> Street in Scottsdale, Arizona.

Through this parking master plan, the Don and Charlie's Hotel is requesting approval to provide 145 parking stalls. Of which, 114 parking stalls will be located in an on-site subsurface parking garage, with the remaining 31 parking stalls being located off site in the Camelback Miller Plaza.

Located in the heart of Old Town Scottsdale, the Don and Charlie's Hotel is intending on attracting leisure travelers and business clientele. This is not a conference facility where the conference/meeting space draws non-hotel guests requiring additional parking spaces. The conference/meeting space at the proposed Don and Charlie's Hotel is intended to serve the existing guests rather than draw non-hotel guests. Therefore, it is reasonable to assume the additional parking space requirement for the conference/meeting space is not necessary and was not included in the parking calculations summarized below.

A layered approach was taken in an effort to determine the estimated parking demand and necessary on-site parking at the Don and Charlie's Hotel. This included various parking calculations using an industry accepted technical publication, as well as daily parking data provided by a national parking company. Additionally, due to recent shifts in transportation choices, specifically in downtown areas, various parking trends were researched. This includes the parking trends in Arizona, around the United States, and discussions in the news. Finally, a shared parking analysis was conducted to determine if a shared parking agreement with the Camelback Miller Plaza, located just east of the proposed Don and Charlie's Hotel, would be appropriate and the days and times the overflow parking would be needed.

### *City of Scottsdale Required Parking*

Using Table 9.103.A entitled Schedule of Parking Requirements within the City of Scottsdale Code of Ordinances, Volume II the parking requirements for the proposed Don and Charlie's Hotel were calculated.

The required parking includes parking spaces per hotel guest room as well as square footage of meeting/conference space.

A total of 259 parking spaces are required.



However, the Don and Charlie's Hotel intends to utilize the conference/meeting space to serve the existing guests. Therefore, it is reasonable to assume the additional parking space requirement for the conference/meeting space is not necessary.

Removing the parking requirement for the conference/meeting space, results in a total parking requirement of 227 parking spaces.

#### *ITE Parking Generation*

The *ITE Parking Generation, 4<sup>th</sup> Edition* manual estimates parking demand based on research and experiences of transportation engineering and planning professionals. The parking demand calculations for an urban hotel based on the data in this publication clearly shows that for all twelve months, the 145 proposed parking stalls (114 on-site and 31 off-site) for the 181 guest room Don and Charlie's Hotel would provide more than adequate parking during the weekday peak period. With the highest weekday demand of 84 parking stalls, the 145 parking stalls would provide 61 unused parking stalls, and parking supply overage of 72.6%.

Similarly, for the Saturday peak period, data shows that for all 12 months, the 145 proposed parking stalls exceed the peak parking demand by 27 parking stalls. This results in a parking supply overage of 22.9%.

The *ITE Parking Generation, 4th Edition* was published in 2010 and is the most recent edition. Therefore, the data is at best 8 years old and likely more. Since 2010 there have been a number of changes in the industry that resulted in reducing parking needs in Old Town Scottsdale for travel accommodations; this includes the launch of ride-hailing services (ride share) Uber and Lyft in 2013; bikeshare services like GR:D in 2014, and Lime Bike and Ofo in 2017; and, the trolley service improvements due to surging popularity in 2015, which increased frequency to 10 minutes from 15 minutes and extended service by three hours. Ride share and these other services and amenities have had a significant impact on parking demand reduction. Therefore, the parking demand calculated does not reflect this shift in parking demand. The current parking demand is likely significantly lower.

Due to these recent shifts in transportation choices, the parking trends in Arizona, around the United States and discussions in the news were researched.

#### *Parking Trends – In Arizona*

The City of Tempe is actively implementing lower parking requirements. Using the City of Tempe's Downtown parking requirements for the 181 room Don and Charlie's Hotel results in a total of 55 parking spaces, which results in a surplus of 90 parking spaces.

Additionally, the City of Chandler's City Council recently approved amendments to the zoning code in preparation for changes in transportation behavior resulting from an increase in ride sharing and autonomous vehicles. This ordinance allows the City to administratively reduce the minimum parking requirement by as much as 40%. Applying the City of Chandler's parking criteria with a



40% reduction results in a total of 109 parking spaces, which results in a surplus of 36 parking spaces.

#### *Parking Trends – Around the United States*

Experience Scottsdale provided a list of thirteen cities in which the City of Scottsdale competes with to attract leisure and business related visitors. The hotel parking requirements for these thirteen cities show:

- Scottsdale's parking criteria per total guest room exceeds all 13 cities.
- Scottsdale's meeting/conference space requirement exceeds 10 of the 13 cities requirement. Of these 10 cities, 6 have no parking requirement for meeting/conference space.

Additionally, there are cities around the United States that have eliminated parking minimums altogether including Santa Monica (CA), Boulder (CO), Portland (OR), Fayetteville (AR), Pittsburg (PA downtown), Nashville (TN Downtown code - DTC), Austin (TX Central Business District – CBD and Downtown Mixed Use - DMU), Buffalo and (NY).

#### *Parking Trends – In the News*

There is a great deal of recent information in various publications regarding parking needs. A recent (February 24, 2018) article found on **Fortune.com** reports that Ace Parking CEO John Baumgardner says that demand for parking at hotels in San Diego has dropped. The article states: "Even back in 2015, cities were already relaxing zoning requirements that set minimum parking allotments, and there are now even more signs that city planners are thinking differently about parking."

**Smart Growth America** published an article specific to the issue of parking needs entitled: *Empty Spaces: Real Parking Needs at Five TODs (Transit Oriented Developments)*. The article notes that the ITE Trip Generation and Parking Generation guides are based on data collected from mostly isolated suburban land uses – not walkable, urban places served by transit. The article goes on to conclude: "These findings underscore the obvious need for developers, regulators, and practitioners to rethink how they use parking guidelines intended for suburban development not served by transit. Current engineering standards are not designed to accommodate this type of development but in time we hope studies like this can help change that. Better aligning industry standards with current needs can reduce the cost of development near transit, and make it easier to build more homes, shops, and offices in these high-demand locations."

#### *Ace Parking Analysis*

Ace Parking provided monthly parking data for more than 80 hotels for the year 2017. The data included hotels from across the United States, ranging from a 35 to a 1,628 guest room hotel, from ALoft San Francisco to The Phoenician in Scottsdale. A detailed parking analysis was conducted to determine the parking demand of these eighty plus hotels.



The data showed that on the highest day (Saturday) of each month none of the hotels exceed 0.8 parking stalls per total number of guest rooms. During the month of July, seven (less than 9%) of the eighty plus hotels exceeded a ratio of 0.7, and twelve (15%) exceeded a ratio of 0.6. Assuming these ratios occur all four Saturdays in a given month, it can be concluded, providing:

Occupied Parking Stalls/Total Guest Rooms (Saturday)	Accommodates the Parking Demand
0.3	66.04% of the time
0.4	84.17% of the time
85th Percentile (0.49)	93.65% of the time
0.5	94.17% of the time
0.6	98.75% of the time
0.7	99.58% of the time
0.8	100% of the time

The maximum Saturday monthly 85<sup>th</sup> percentile of 0.49 occupied parking stalls per total available guest rooms accommodates the parking demand of the eighty hotels 93.65% of the time. The 0.8 parking stalls per total number of guest rooms accommodates the parking demand of the eighty plus hotels 100% of the time. Utilizing this ratio and applying it to the Don and Charlie's Hotel with 181 guest rooms would result in 145 parking stalls (114 on-site and 31 off-site).

#### *Don and Charlie's Hotel & Camelback Miller Plaza Shared Parking*

Don and Charlie's Hotel anticipates providing a shared parking agreement with the Camelback Miller Plaza property. Between the 114 on-site parking stalls and the 31 off-site parking stalls, there will be more than adequate parking to meet the anticipated parking demand for the Don and Charlie's Hotel.

The parking demand analysis shows that the on-site parking will sufficiently accommodate the weekday parking demand as well as the majority of the weekend hours. On Saturday between the hours of 7:00 AM and 10:00 AM the parking demand for the Don and Charlie's Hotel may exceed the number of on-site parking stalls. Using the ITE parking demand calculation, the parking demand may exceed the on-site parking stalls by a maximum of 13 parking stalls. During these hours the Camelback Miller Plaza shared parking agreement allowing the use of 31 off-site parking stall which will more than adequately meet the parking demand.

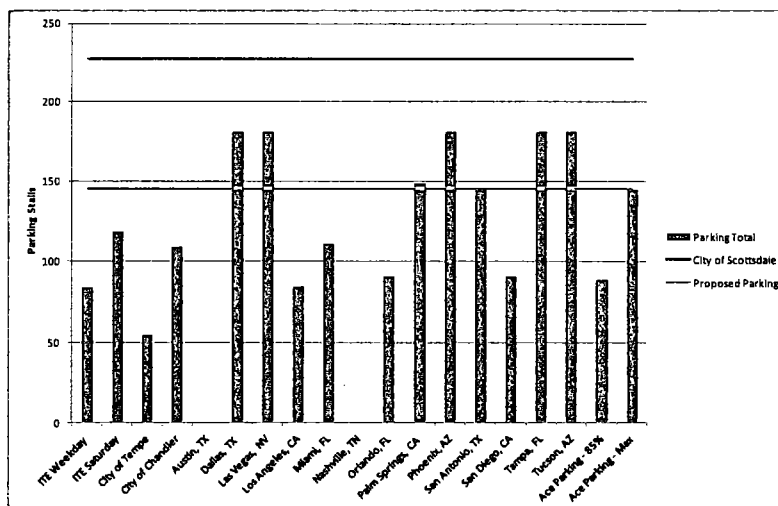
Based on the ITE parking demand calculations, the Camelback Miller Plaza has more than 400 unused parking stalls during the hours of 7:00 AM and 10:00 AM on a Saturday, and based on the City of Scottsdale's minimum parking requirements, the Camelback Miller Plaza provides 247 parking stall over the parking requirement.





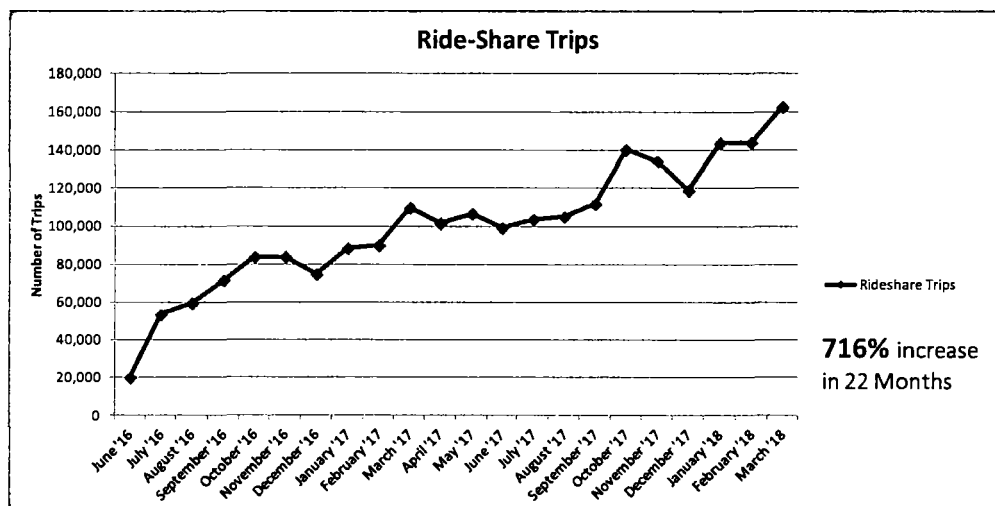
## Parking Summary

<b>Section 4 - Scottsdale Code</b>			
Agency or Day	Parking Stalls/Guest Room	Total Parking Stalls	
City of Scottsdale	1.25	227	
<b>Section 5 - ITE Parking Calculations</b>			
Weekday	0.46	84	
Saturday	0.65	118	
*Note calculations do not include rideshare			
<b>Section 6 - Parking Trends - In Arizona</b>			
City of Tempe	0.3	55	
City of Chandler	0.6	109	
<b>Section 7 - Parking Trends - Around the United States</b>			
Austin, TX	Not Required		
Dallas, TX	1	181	
Las Vegas, NV	1	181	
Los Angeles, CA		85	
Los Angeles, CA (First 30 Rooms)	1	30	
Los Angeles, CA (Next 30 Rooms)	0.5	15	
Los Angeles, CA (Remaining Rooms)	0.33	40	
Miami, FL		111	
Miami, FL (First 40 rooms)	1	40	
Miami, FL (Remaining rooms)	0.5	71	
Nashville, TN	Not Required		
Orlando, FL	0.5	91	
Palm Springs, CA		149	
Palm Springs, CA (First 50 rooms)	1	50	
Palm Springs, CA (Remaining Rooms)	0.75	99	
Phoenix, AZ	1	181	
San Antonio, TX	0.8	145	
San Diego, CA	0.5	91	
Tampa, FL	1	181	
Tucson, AZ	1	181	
<b>Section 9 - Ace Parking Analysis</b>			
Ace Parking Analysis	Parking Stalls/Guest Room	Total Parking Stalls	Accommodates the Parking Demand
	0.3	55	66.04% of the time
	0.4	73	84.17% of the time
	85th Percentile (0.49)	89	93.65% of the time
	0.5	91	94.17% of the time
	0.6	109	98.75% of the time
	0.7	127	99.58% of the time
	0.8	145	100% of the time



Located in the heart of Old Town Scottsdale, the Don and Charlie's Hotel is located within close proximity to nearby shopping, restaurants and night life, which promotes and invites alternative modes of travel. Additionally, free trolley services are provided by the City of Scottsdale and the growing popularity of ride share services such as Uber and Lyft, and bikeshare services, all contribute to reducing the reliance on personal vehicles, and thereby reducing parking demand.

Ride share data collected from Phoenix Sky Harbor from June 2016 through March 2018 show ride share has grown from approximately 20,000 trips to 163,000 trips over 22 months, which is a 715% growth. Based on the data, ride share appears to be trending upwards.



Don and Charlie's Hotel will work together with their guests and employees to provide a variety of programs to promote trip reduction. This includes complimentary bicycles and bike racks that will be provided near the front of the hotel and airport shuttle services for hotel guests. Additionally, Don and Charlie's Hotel is looking into establishing incentive and reimbursement programs for employees for bike riding, carpooling, vanpooling, and utilizing transit services; providing emergency ride capabilities for employees who do not drive to work; and, reimbursement for public transit use by employees. Furthermore, free parking will be available to employees of the Don and Charlie's Hotel.

The Don and Charlie's Hotel plans to improve the streetscape and pedestrian/bicycle connections along Camelback Road and 75th Street. Additionally, with the buildout of the proposed development, the pedestrian access to the Camelback Miller Plaza will be improved in order to provide a safe and accessible connection.

Combined, these programs and incentives will help to encourage trip reduction, which in turn reduces parking demand, along with improving traffic circulation, operation, and safety on proposed property and surrounding City of Scottsdale roadways.



### *Experience Scottsdale Survey*

The following is a summary of Old Town Scottsdale hotel parking related survey data provided by the City of Scottsdale Transportation Department, as collected by Experience Scottsdale. See **Appendix I** for the full survey results.

- 50% of the hotel guests use ride share or taxi services
- 78% need parking for hotel guests only or do not host conferences
- 89% need one parking for every two or three rooms

Based on the responses given in this survey of hotel owners/operators in the Old Town Scottsdale area, it appears that it is not necessary to provide one parking space for every hotel room and that in most cases it is not necessary to provide separate (or added) parking for meeting or conference spaces.

### *Reviews and Social Media*

In today's internet driven climate, hotel guests can voice their opinions in a matter of minutes. From sites like TripAdvisor, Google (which received 3.5 billion searches per day), Facebook (2 billion users), Yelp, Expedia, Booking.com, Travelocity, Kayak, and many more, guest reviews matter.

A survey conducted by TripAdvisor in November 2015 showed 96% of their users read their on-site reviews, and 85% will "usually" or "always reference reviews before deciding to book a hotel. A Harvard Business Review did a study and found that a 1-star rating increase on Yelp can increase revenues from 5 to 9 percent.

OpWest Ventures is well aware of the impacts of hotel reviews. Therefore, every effort in the hotel planning process is critical and providing sufficient parking spaces are important and contribute to the overall guest experience.



Taking all of this into consideration, the proposed 145 proposed parking spaces should not only sufficiently accommodate the parking demand for the proposed Don and Charlie's Hotel, but likely exceed the parking demand.

## 2. Introduction

J2 Engineering and Environmental Design was retained by OpWest Ventures to complete a Parking Master Plan for the proposed Don and Charlie's Hotel development, located on the southeast corner of Camelback Road and 75<sup>th</sup> Street in Scottsdale, Arizona. The proposed development is bound by Camelback Road to the north, office complexes to the south and the east, and 75<sup>th</sup> Street to the west. See **Figure 1** for a vicinity map.

### Scope of Study

This Parking Master Plan calculates the number of parking spaces required for the proposed development based on the City of Scottsdale Code. A layered approach was taken in an effort to determine the estimated parking demand and necessary on-site parking at the Don and Charlie's Hotel. This included various parking calculations using an industry accepted technical publication, as well as daily parking data provided by a national parking company. Additionally, due to recent shifts in transportation choices, specifically in downtown areas, various parking trends were researched. This includes the parking trends in Arizona, around the United States, and discussions in the news. Finally, a shared parking analysis was conducted to determine if a shared parking agreement with the Camelback Miller Plaza, located just east of the proposed Don and Charlie's Hotel, would be appropriate and the days and times the overflow parking would be needed.

Ultimately, the objective of this Parking Master Plan is to establish that 145 total parking spaces, including 114 parking spaces provided in the on-site one (1) level subsurface parking garage as well as 31 parking spaces provided off-site under an agreement with the Camelback Miller Plaza development would meet the operating demand for the proposed Don and Charlie's Hotel.

### Surrounding Area

Located in Old Town Scottsdale, the land use of the surrounding area includes office, restaurant and retail uses. First Fidelity Bank is located to the west of the proposed development, and office uses are located to the east, north and south of the proposed development. Additionally, the Aloft Scottsdale Hotel and mid-rise residential developments are located southwest of the proposed development.





### 3. Proposed Parking

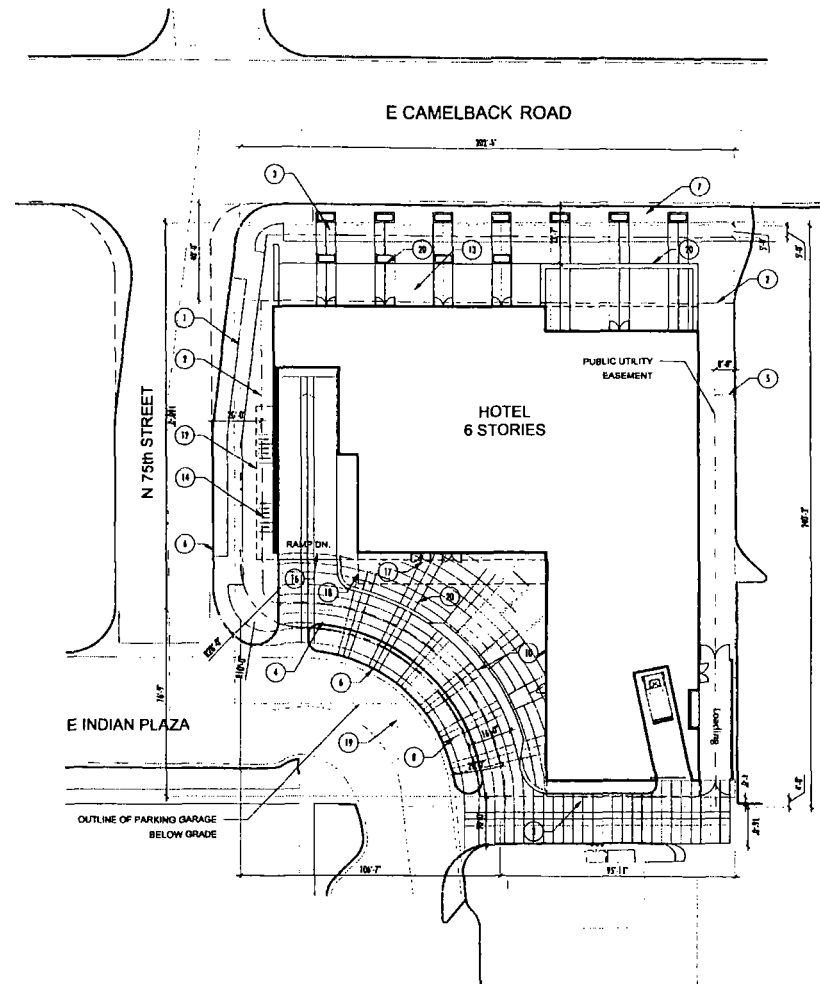
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The proposed Don and Charlie's Hotel development will consist of approximately 181 hotel rooms, occupying the second floor through the sixth floor, with a pool and amenities located the second floor. The hotel will also include approximately two (2) 800 square foot meeting rooms, approximately 3,300 square feet of restaurant, an approximate 2,000 square foot function space, and an approximate 1,500 square feet of lounge area located on the first floor. See **Figure 2** and **Appendix A** for the proposed site plan.

The proposed site plan indicates that the entrance and exit to a subsurface parking garage will be located off the Indian Plaza/75<sup>th</sup> Street curve, approximately 190 feet south of Camelback Road.

A total of 145 parking stalls will be provided, with 114 parking stalls provided in a subsurface parking garage (one level) located beneath the development as well as 31 parking spaces provided off-site under a shared parking agreement with Camelback Miller Plaza. As part of the development, the northeast curb of Indian Plaza/75<sup>th</sup> Street curve adjacent to the proposed hotel will be modified.





**J2** engineering and environmental design  
 1840 Acaci cotton gin loop, suite 82  
 phoenix, arizona 85040  
 phone: 602.438.2221  
 www.j2design.us  
 PROJECT NO. 171064 DRAWN BY TG  
 DATE MAY 2018 CHECKED BY JB

Site Plan

Figure 2

#### 4. City of Scottsdale Required Parking

The proposed Don and Charlie's Hotel is expected to operate with approximately 181 hotel guest rooms and approximately 1,600 square feet of conference/meeting space.

Table 9.103.A entitled Schedule of Parking Requirements within the City of Scottsdale Code of Ordinances, Volume II (see **Appendix B** for a copy of Article IX) provides the general parking requirements.

The Don and Charlie's Hotel falls under the category of "travel accommodations with conference or meeting facilities, or similar facilities" as outlined in Table 9.103.A. The following formulas are provided for determining the City of Scottsdale's parking requirements:

- Travel Accommodations  
1.25 parking spaces for each guest room or dwelling unit
- Conference/Meeting Space  
One (1) parking space per fifty (50) square feet of gross floor area

Applying these formulas to the proposed Don and Charlie's Hotel results in the following parking requirement, see **Table 1**.

**Table 1 – Scottsdale Parking Requirement**

	Rate		Quantity	Unit	Parking Stalls (145 proposed)
Hotel	1.25	Per Room	181	Rooms	227
Conference/Meeting Space	1	Per 50 Sq. Ft.	1,600	Sq. Ft.	32
Total					259



The Don and Charlie's Hotel intends to utilize the conference/meeting space to serve the existing guests. Therefore, it is reasonable to assume the additional parking space requirement for the conference/meeting space is not necessary. Removing this additional parking results in a total parking requirement of 227 parking spaces. See **Table 2**.

**Table 2 – Scottsdale Parking Requirement (without Meeting Space)**

	Rate		Quantity	Unit	Parking Stalls (145 proposed)
Hotel	1.25	Per Room	181	Rooms	227
Total					227

**Conclusion:**

*A total of 259 parking stalls are calculated based on the City of Scottsdale parking requirement. However, since the Don and Charlie's Hotel intends to utilize the conference/meeting space to serve the existing guests the conference/meeting space parking requirement is removed, therefore, 227 parking stalls are required.*





# **Don & Charlie's Hotel**

## **Abandonment Application**

**7-AB-2018**

Associated Cases: 2-ZN-2018 & 1-II-2018

### *Project Narrative*



**Prepared by:**

**Berry Riddell, LLC**

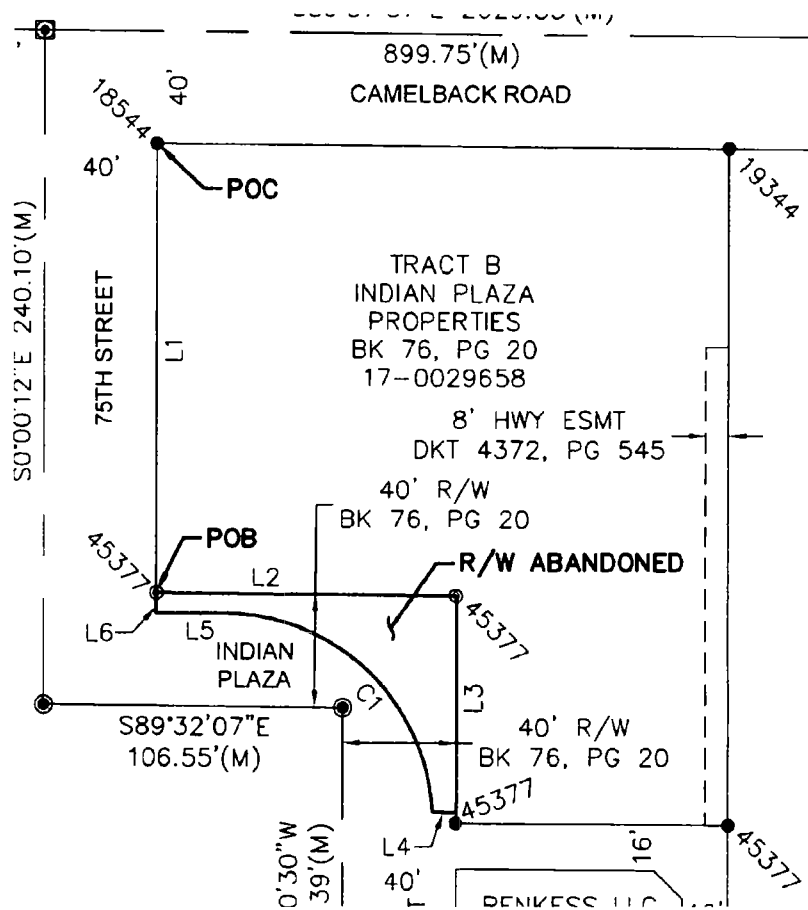
6750 East Camelback Road, Suite 100  
Scottsdale, Arizona 85251  
480-385-2727

## I. Abandonment Request

Accompanying the rezoning and infill incentive request for the Don & Charlie's Hotel located at 7501 E. Camelback Road, this request is for abandonment of a small segment of right-of-way located at the curved intersection of Indian Plaza and 75<sup>th</sup> Street. The right-of-way segment is approximately 2,473 s.f. The purpose of the abandonment is to allow the proposed redevelopment to utilize the "extra" right-of-way at the curved intersection given the unique site constraints and three street frontages. Full vehicular access will be maintained within the remaining right-of-way. Notably, the current restaurant's parking lot and curb line follows the same proposed alignment. Utility companies have been contacted regarding the proposed abandonment (APS, Century Link, COS, Cox, SW Gas). Correspondence is included with the application documents.

## II. Consideration for Abandonment

The development team hired an appraiser and the report is provided with this application. The appraised value was determined to be \$180,000. There will be an additional right-of-way dedication along Camelback Road and alley dedication along the southern property line. Additionally, the developer has agreed to further right-of-way dedication for a portion of 75<sup>th</sup> Street tapering along the site's west property line to better align with the 75<sup>th</sup> Street configuration north of Camelback Road. All of these dedications will be applied to offset the abandonment valuation amount. Once the specific terms are determined, it will be memorialized in a Development Agreement and the developer will provide compensation to the City of Scottsdale for the land area to be abandoned through agreed upon public improvements associated with the Don & Charlie's Hotel. The zoning case also includes a subterranean encroachment for underground parking structure. These subterranean rights will be memorialized through easements and are not part of the right-of-way abandonment request.





## **CITIZEN REVIEW & NEIGHBORHOOD INVOLVEMENT REPORT**

### **Don & Charlie's Hotel**

August 15, 2018

#### **Overview**

This Citizen Review Report is being performed in association with a request for a Zoning District Map Amendment to rezone from C-3 DO to D/DMU-2 PBD DO with an Infill Incentive of an approximately 1.44+/- acre property located at 7501 E. Camelback Road (currently Don & Charlie's Restaurant). The proposed project would result in new hotel consisting of 181 guest rooms. This Citizen Review Report will be updated throughout the process.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowner associations, and other interested parties. Communication with these parties will be ongoing throughout the process. Work on compiling a list of impacted and interested stakeholders and neighborhood outreach began prior to the application filing and will also continue throughout the process. Communication with impacted and interested parties has taken place with verbal, written, electronic, and door-to-door contact.

#### **Community Involvement**

The outreach team has been communicating with neighboring property owners, HOA's, and community members by telephone, one-on-one meetings and door-to-door outreach since late 2017. Members of the outreach team will continue to be available to meet with any neighbors who wish to discuss the project. Additionally, they will be contactable via telephone and/or e-mail to answer any questions relating to the project.



Surrounding property owners, HOAs and other interested parties were noticed via first class mail regarding the project. The distribution of this notification met the City's requirements as specified in the Citizen Review Checklist. This notification contained information about the project, as well as contact information. This contact person will continue to provide, as needed, additional information and the opportunity to give feedback. The notification also contained information regarding a neighborhood Open House that was held on March 5, 2018 at the Scottsdale Marriott Suites Old Town for those who wished to learn more about the project. The location and time were posted on the Early Notification Sign.

24 interested people attended the Open House. Most attendees were generally supportive of the project and questions were addressed at the Open House. Several attendees who reside in the Envy Condominiums expressed concerns about their views potentially being blocked. One attendee who lives north of the project site had questions about potential noise from the proposed pool as well. Since the Open House, individual meetings have been held with property owners and tenants of buildings immediately to the south and east of the site. In addition, neighbors to the north have been contacted with answers to their questions regarding the operational hours of the outdoor pool. The outreach team will continue to be available to respond to any neighbors who have questions or comments.

A vital part of the outreach process is to allow people to express their concerns and understand issues and attempt to address them in a professional and timely matter. Again, the entire team realizes the importance of the neighborhood involvement process and is committed to communication and outreach for the project.

**ATTACHMENTS:**

Notification Letter  
Notification List  
Affidavit of Posting  
Sign-in sheets  
Comment card





February 22, 2018

Dear Neighbor:

After almost 50 years of the Carson family spending long hours operating a restaurant at 75<sup>th</sup> Street and Camelback Road, Don Carson has decided that it is time to slow down a bit. Given his lifelong devotion to hospitality in Scottsdale, Don feels that it is important to keep the site of the current Don and Charlie's restaurant a part of Scottsdale's tourism history. So, we are pleased to tell you about an upcoming request (72-PA-2018) to build a new hotel with underground parking located at 7501 E. Camelback Road. The request would result in a maximum of 181 guest rooms on the .89+/- acre parcel. This request is for a Zoning District Map Amendment from C-3 DO to D/DMU-2 PBD DO with an Infill Incentive request. The request is consistent with the Downtown Plan.

You are invited to attend an open house to discuss this proposal. The open house will be held on Monday, March 5, 2018 from 5 p.m. to 6 p.m. in the Scottsdale Room of the Scottsdale Marriott Suites Old Town, located at 7325 E. 3<sup>rd</sup> Avenue.

If you have any questions, please contact the neighborhood outreach team at 602-957-3434 or [info@technicalsolutionsaz.com](mailto:info@technicalsolutionsaz.com). The City of Scottsdale Project Coordinator for the project is Greg Bloemberg who can be reached at 480-312-4306 or [GBloemberg@ScottsdaleAZ.gov](mailto:GBloemberg@ScottsdaleAZ.gov).

Thank you.

Sincerely,

Susan Bitter Smith  
Vice President

Don & Charlie's Hotel  
 Neighborhood Meeting Sign-In Sheet  
 Monday, March 5, 2018

First Name	Last Name	Street Address	City, State & Zip
HARRIET	TOLK		
Kevin	Cooper	6502 E Paradise Pkwy	Scottsdale
Nancy	DeCarlo	4470 N 75th St	Scottsdale
Nick	DeCarlo		
Mary	Kessler	4441 North 75th St	Scotts
CLAYTON	GREENEN	7537 E MINNEZONA	
LAUREL	SOUTUS	7530 E CANE/BACK	SCOTTSDALE
Kevin	Murphy	8750 E Ranch Vista Dr	Scottsdale
Rachel	Rathbun	3021 N 50th St	Phoenix
Roxanne	Smith	7501 E Hazelwood St	Scottsdale
VALENCIA	CHRISTINA	4422 N 75th St #1105	Scottsdale
Chris	Hollenbeck	6510 E 5th St	Scottsdale
Susan	Elster		Phoenix
DE	Slater	11252 E Cactus Ave #812	
Richard	Ericson	603 N L St	CHIL 60611
Cynthia	"	"	"

Don & Charlie's Hotel  
Neighborhood Meeting Sign-In Sheet  
Monday, March 5, 2018

[illegible]

# Don & Charlie's Hotel Neighborhood Meeting Sign-In Sheet Monday, March 5, 2018

[illegible]



Don & Charlie's Hotel  
Neighborhood Input Card

PRINT NAME CLAYTON SEENEN

ADDRESS 7537 E. WINNEZONA CITY SCOTTSDALE ZIP 85251

PHONE 602-999-3260 EMAIL TONEMANATWORK@YAHOO.COM

PLEASE TELL US YOUR THOUGHTS & SUGGESTIONS REGARDING THE PROPOSED PROJECT:

CONCERNED WITH NOISE FROM POOL.  
CAN "NO AMPLIFIED SOUND" BE PART  
OF THE POOL DESIGN?

**Bloemberg, Greg**

---

**From:** Martin Lakin <martinlakin@gmail.com>  
**Sent:** Monday, April 09, 2018 11:24 AM  
**To:** Bloemberg, Greg  
**Subject:** 72-PA-2018 - Don and Charlie's Property

Greg,

I feel it important to write to you in regards to the hotel project at the Don and Charlie's property. I live at 7532 E. Minnezona and will be directly impacted by this project. Our neighborhood is already impacted by the W Hotel sound and traffic. Adding this project will continue to degrade the value of our property. The planned pool along Camelback road will add to the noise issues we already suffer from at this point. The city has no concern for the neighborhood and I believe the pool on the Southern side of the project would diminish the impact to our neighborhood.

Regards,

Martin

## **Bloemberg, Greg**

---

**From:** Clayton Geenen <tonemanatwork@yahoo.com>  
**Sent:** Monday, April 09, 2018 10:51 AM  
**To:** Bloemberg, Greg  
**Subject:** one citizen's concerns about proposed Don and Charlie's hotel project

Hello Greg,

Thank you for your call last week. I appreciate your time. During our conversation you asked me to email to you any questions or concerns I have about this project, and that you would include those concerns in some form back to the developer. I thank you for that as well. I did attend the open house at the Marriot on March 5th, btw.

Here we go;

I am unhappy with the height of the proposed project. Given the distance from my home, hotel guests with windows facing north will have a direct view into my backyard and backyard windows. I do not care for that at all. It also will just look ugly as I sit on my south facing patio.

I am concerned about the north facing elevated swimming pool (two floors up I believe) impacting my quality of life. That pool looked to be right along Camelback and any noise or light coming from that elevated pool will come over the single story homes/businesses on the north side of Camelback, right into my back yard. I am not interested in that at all. Already this neighborhood has to listen to noise from the W hotel and the various night clubs. The W and nightclubs are much farther away from my back yard than this proposed elevated pool.

In talking with one of the architects or developer representatives at the open house I was told that the pool is intended for cooling off and catching rays, that it is small (by comparison) and has a smaller cool deck area. This was done to minimize the party pool situation. The representative had no idea who might eventually own or run the hotel, so whether it turned into a party pool could not be guaranteed.

I ask that the design be revised to place the pool on the south side of the property so that any noise and light gets directed south into the entertainment district.

I ask that there be something written into the "permits" for this project that forbid any form of amplified sound at or around the pool, including temporary or portable DJ stands or speakers. I also would like to see some direct addressing of any light beyond safety and ambient lighting around the pool. Something that forbids disco balls or spotlights or anything that could shine into my property.

Zipps sports grill on Camelback has a "no amplified sound" clause for their patio and it works fairly well. I can still hear the crowds cheering on a big play during the big game, but I can't hear and TV or music. Zipps patio is at street level so what noise I do hear has to travel over and around the single story businesses on the north side of Camelback to reach me. A pool built on top of the second floor will have no such sonic barriers towards my house.

Greg, I could go on and on, but I think you can get an idea of what concerns me. Basically I don't want to see it or hear it or have the project impact my quality of life in a negative way.

Please let me know what you think, and if you need more detail on anything above.

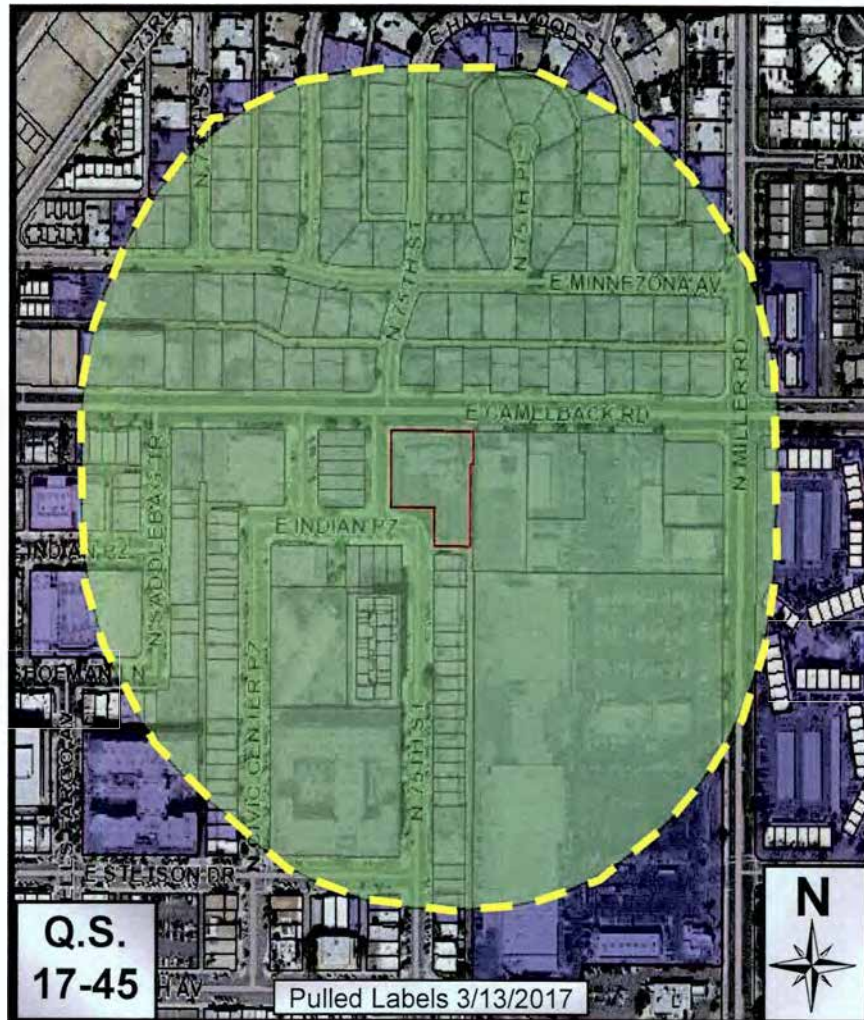
Thank you for encouraging this email.

Best regards,

Clayton Geenen  
7537 E. Minnezona Ave  
602-999-3260

## City Notifications – Mailing List Selection Map

ATTACHMENT 15



### Map Legend:

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

### Additional Notifications:

- Interested Parties List
- P&Z E-Newsletter
- Facebook
- Twitter
- Nextdoor.com
- City Website-Projects in the hearing process

**Don & Charlie's Hotel**

**2-ZN-2017**





**SCOTTSDALE DEVELOPMENT REVIEW BOARD  
KIVA-CITY HALL  
3939 DRINKWATER BOULEVARD  
SCOTTSDALE, ARIZONA**

**Thursday, August 2, 2018**

**\*DRAFT SUMMARIZED MEETING MINUTES\***

**PRESENT:**

Linda Milhaven, Councilwoman/Chair  
Joe Young, Vice Chair  
Kelsey Young, Planning Commissioner  
Tammy Caputi, Development Member  
Doug Craig, Design Member

Shakir Gushgari, Design Member  
William Scarbrough, Development Member

**ABSENT:**

All Present

**STAFF:**

Steve Venker  
Joe Padilla  
Greg Bloamberg  
Jesus Murillo  
Meredith Tessier  
Bryan Cluff  
Steve Perone

\* Note: These are summary  
audio/video is avail  
<http://scottsdale.gra>

**ATTACHMENT 16**

plete copy of the meeting  
view Board website at:  
[http://scottsdale.gra?view\\_id=36](http://scottsdale.gra?view_id=36)

4. 2-PP-2018

Siena Estates

Request approval of a preliminary plat for a new residential subdivision, comprised of 7 lots and open space tracts, with amended development standards for the net lot area, minimum lot width, and required setbacks; including the building envelope plan, the landscape plan, open space plan, and the entry concept plan and wall plan, all on a 3.8-acre site.

**BOARD MEMBER CAPUTI MOVED TO APPROVE 2-PP-2017 SECONDED BY BOARD MEMBER SCARBROUGH. COUNCILWOMAN MILHAVEN, VICE CHAIR YOUNG, COMMISSIONER YOUNG, AND BOARD MEMBERS CAPUTI, CRAIG, GUSHGARI, AND SCARBROUGH VOTED UNANIMOUSLY WITH AYE VOTE OF SEVEN (7) TO ZERO (0).**

5. 12-DR-2018

Toca Madera

Request approval of the site plan, landscape plan, and building elevations for a new restaurant building with 8,000 square feet of building area on Pad B, in the northwest portion of Scottsdale Fashion Square.

**BOARD MEMBER CAPUTI MOVED TO APPROVE 12-DR-2017 SECONDED BY BOARD MEMBER SCARBROUGH. COUNCILWOMAN MILHAVEN, VICE CHAIR YOUNG, COMMISSIONER YOUNG, AND BOARD MEMBERS CAPUTI, CRAIG, GUSHGARI, AND SCARBROUGH VOTED UNANIMOUSLY WITH AYE VOTE OF SEVEN (7) TO ZERO (0).**

**REGULAR AGENDA**

6. 2-ZN-2012 & 1-II-2012      Don & Charlie's Hotel

Pursuant to Section 6.1304.A of the Planned Block Development (PBD) zoning district, the applicant is requesting a recommendation from the Development Review Board to the Planning Commission regarding the proposed Development Plan that is part of a proposed zoning district map amendment from Highway Commercial, Downtown Overlay (C-3 DO) to Downtown/Downtown Multiple Use, Type 2, Planned Block Development, Downtown Overlay with an Infill Incentive District (D/DMU-2 PBD DO with IID) for a 0.92-acre site.

**VICE CHAIR YOUNG MOVED TO RECOMMEND APPROVAL 2-ZN-2018 AND 1-II-2018 SECONDED BY BOARD MEMBER CRAIG. COUNCILWOMAN MILHAVEN, VICE CHAIR YOUNG, COMMISSIONER YOUNG, AND BOARD MEMBERS CAPUTI, CRAIG, GUSHGARI, AND SCARBROUGH VOTED UNANIMOUSLY WITH AYE VOTE OF SEVEN (7) TO ZERO (0).**

Sonnie Kirtley spoke of concerns regarding noise.

**ADJOURNMENT**

With no further business to discuss, the regular session of the Development Review Board adjourned at 1:26 P.M.

**CALL TO ORDER**

Councilwoman Milhaven called the meeting of the Scottsdale Development Review Board to order at 1:00 P.M.

**ROLL CALL**

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

**ADMINISTRATIVE REPORT**

1. Identify supplemental information, if any, related to August 2, 2018 Development Review Board agenda items, and other correspondence.

**MINUTES**

2. Approval of the July 19, 2018 Development Review Board Meeting Minutes;

**BOARD MEMBER SCARBROUGH MOVED TO APPROVE THE JULY 19 2018 DEVELOPMENT REVIEW BOARD MEETING MINUTES SECONDED BY BOARD MEMBER CAPUTI. COUNCILWOMAN MILHAVEN, VICE CHAIR YOUNG, COMMISSIONER YOUNG, AND BOARD MEMBERS CAPUTI, CRAIG, GUSHGARI, AND SCARBROUGH VOTED UNANIMOUSLY WITH AYE VOTE OF SEVEN (7) TO ZERO (0).**

**CONSENT AGENDA**

3. 45-DR-2017                      DC Ranch Crossing Hotel

Request approval of the site plan, landscape plan, and building elevations for a new hotel development, comprised of approximately 75,622 square feet of building area, including a conference area and 126 guest rooms in a four-story-tall building, all on a 1.7-acre site within the DC Ranch Crossing shopping center.

**BOARD MEMBER CAPUTI MOVED TO APPROVE 45-DR-2017 SECONDED BY BOARD MEMBER SCARBROUGH. COUNCILWOMAN MILHAVEN, VICE CHAIR YOUNG, COMMISSIONER YOUNG, AND BOARD MEMBERS CAPUTI, CRAIG, GUSHGARI, AND SCARBROUGH VOTED UNANIMOUSLY WITH AYE VOTE OF SEVEN (7) TO ZERO (0).**





**SCOTTSDALE PLANNING COMMISSION  
CITY HALL KIVA  
3939 N. DRINKWATER BOULEVARD  
SCOTTSDALE, AZ 85251**

**WEDNESDAY, SEPTEMBER 12, 2018**

**\*DRAFT 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  
Joe Padilla  
Doris McClay  
Greg Bloemberg  
Bryan Cluff

**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.

**MINUTES REVIEW AND APPROVAL**

1. Approval of the August 22, 2018 Regular Meeting Minutes including Study Session.

**Commissioner Young moved to approve the August 22, 2018 Regular Meeting Minutes, including Study Session, Seconded by Commissioner Kush.**

**The motion carried unanimously with a vote of seven (7) to zero (0); by Chair Alessio, Vice Chair Fakh, Commissioner Kush, Commissioner Smith, Commissioner Serena, Commissioner Young and Commissioner Bollinger.**

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

**Attachment 17**

## **EXPEDITED AGENDA**

2. 3-ZN-2018 (Earl 6)

Request by owner for a Zoning District Map Amendment from Single-family Residential (R1-7) to Medium Density Residential (R-3) zoning on a +/- 0.48-acre site located at 3107 N. 70th Street. Staff contact person is Bryan Cluff, 480-312-2258. Applicant contact person is Edmir Dzudza, 602-481-9282.

**Item No: 2: Recommended City Council approve case 3-ZN-2018, by a vote of 7-0; Motion by Commissioner Kush, per the staff recommended stipulations after determining that the proposed Zoning District Map Amendment is consistent and conforms with the adopted General Plan, 2<sup>nd</sup> by Commissioner Bollinger.**

**The motion carried unanimously with a vote of seven (7) to zero (0); by Chair Alessio, Vice Chair Fakh, Commissioner Kush, Commissioner Smith, Commissioner Serena, Commissioner Young and Commissioner Bollinger.**

3. 2-ZN-2018 (Don & Charlie's Hotel)

4. 1-II-2018 (Don & Charlie's Hotel)

Request by owner for approval a zoning district map amendment from Highway Commercial, Downtown Overlay (C-3 DO) to Downtown/Downtown Multiple Use, Type 2, Planned Block Development, Downtown Overlay (D/DMU-2 PBD DO), with an Infill Incentive District (IID), Development Plan and parking reduction of 37% on a +/- .92-acre parcel, located at 7501 E. Camelback Road. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is John Berry, 480-385-2727.

5. 7-AB-2018 (Don & Charlie's Hotel)

Request by owner to abandon a 2,473 square foot portion of public street right-of-way at the northeast corner of the intersection of N. 75<sup>th</sup> Street and E. Indian Plaza, adjacent to a site located at 7501 E. Camelback Road, with Highway Commercial, Downtown Overlay (C-3 DO) zoning. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is John Berry, (480) 385-2727.

**Item No's: 3, 4 & 5: Recommended City Council approve cases 2-ZN-2018, 1-II-18 and 7-AB-2018, by a vote of 5-0; Motion by Commissioner Serena, per the staff recommended stipulations after determining that the Zoning District Map Amendment, Infill Incentive with a Development Plan and Abandonment are consistent and conform with the adopted General Plan, 2<sup>nd</sup> by Commissioner Kush, Vice Chair Fakh and Commissioner Smith recused themselves.**

**The motion carried with a vote of five (5) to zero (0); by Chair Alessio, Commissioner Kush, Commissioner Serena, Commissioner Young and Commissioner Bollinger, with Vice Chair Fakh and Commissioner Smith recusing.**

**Adjournment – 5:15 P.M.**

\* 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"

# REQUEST TO SPEAK

344



Request to Speak cards must be submitted to City Staff **BEFORE** public testimony begins.  
Public testimony is limited to three (3) minutes per speaker.  
Additional time MAY be granted to speakers representing two or more persons.  
Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (print) Bill Crawford MEETING DATE 9-12-18  
NAME OF GROUP/ORGANIZATION (if applicable) \_\_\_\_\_  
ADDRESS 4601 N 73rd St Unit 11 ZIP 85251  
HOME PHONE 602 576 6797 WORK PHONE \_\_\_\_\_  
E-MAIL ADDRESS (optional) iamlifer@aol.com

☒ I WISH TO SPEAK ON AGENDA ITEM # \_\_\_\_\_ ☐ I WISH TO DONATE MY TIME TO \_\_\_\_\_

☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"\* CONCERNING Don & Charles

\*Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.

This card constitutes a public record under Arizona law.

# REQUEST TO SPEAK

344



Request to Speak cards must be submitted to City Staff **BEFORE** public testimony begins.  
Public testimony is limited to three (3) minutes per speaker.  
Additional time MAY be granted to speakers representing two or more persons.  
Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (print) Bert Le Velle MEETING DATE 9/12/2018  
NAME OF GROUP/ORGANIZATION (if applicable) \_\_\_\_\_  
ADDRESS 7548 E Minnesota Ave, Scottsdale ZIP 85251  
HOME PHONE (602) 393-8523 WORK PHONE \_\_\_\_\_  
E-MAIL ADDRESS (optional) \_\_\_\_\_

☒ I WISH TO SPEAK ON AGENDA ITEM # 3/4 ☐ I WISH TO DONATE MY TIME TO \_\_\_\_\_

☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"\* CONCERNING \_\_\_\_\_

\*Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.

Attachment 18

This card constitutes a public record under Arizona law.





# WRITTEN COMMENTS

3

This card is used to submit written comments to the Board or Commission.  
Written comment cards may be submitted to the Staff at any time. Cards submitted after public testimony has begun will be provided to the Board or Commission at the conclusion of the testimony for that item.

NAME (print) Kristi Sandoval MEETING DATE 9/12/18

NAME OF GROUP/ORGANIZATION (if applicable) Salon Moda Fina

ADDRESS 4431 N 75th St. ZIP 85251

HOME PHONE 602-319-5402 WORK PHONE \_\_\_\_\_

E-MAIL ADDRESS(optional) \_\_\_\_\_

AGENDA ITEM # Case # 2-ZN-2018 : 1-11-2018 ☐ SUPPORT ☐ OPPOSE

COMMENTS (additional space is provided on the back) Enormous concern about

parking during construction - Disaster any Envy construction

Negative impact on small businesses in area

Construction parking needs to be off site

This card constitutes a public record under Arizona law.



# WRITTEN COMMENTS

This card is used to submit written comments to the Board or Commission.  
Written comment cards may be submitted to the Staff at any time. Cards submitted after public testimony has begun will be provided to the Board or Commission at the conclusion of the testimony for that item.

NAME (print) Will Ryfer MEETING DATE 9/12/18

NAME OF GROUP/ORGANIZATION (if applicable) \_\_\_\_\_

ADDRESS 7507 E Minnezona ZIP 85251

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

E-MAIL ADDRESS(optional) \_\_\_\_\_

AGENDA ITEM # \_\_\_\_\_ ☐ SUPPORT ☒ OPPOSE

COMMENTS (additional space is provided on the back) Obviously Don Carson's going to do

whatever he wants in this town. Including driving down

my property value by building this monstrosity

across the street from my house! Gonna put on

a show for the guests, skinny dipping in MY POOL!

This card constitutes a public record under Arizona law.