




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

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

To: Honorable Mayor and City Council
From: Greg Bloemberg, Senior Planner 
Through: Tim Curtis, Current Planning Director
Date: January 12, 2017
Re: Item #13 on the 1/17/17 agenda: Chauncey Marketplace (19-ZN-2002#4)

After the Planning Commission hearing, the applicant requested revisions to stipulations 9, 14 and 15.a.6. Those changes were made and incorporated into the report delivered to City Council. Subsequently, an additional request was made by the applicant to revise stipulation 4 to increase the allowable commercial floor area. That change is not specified in the report.

Attached to this memo are the most current stipulations for your consideration, with all requested changes in bold print. If there is a motion to approve this case, please incorporate these stipulations into the motion.

Attachment 1: Revised stipulations

**Stipulations for the Zoning Application:
Chauncey Marketplace
Case Number: 19-ZN-2002#4**

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

Text in bold and strikethrough amended after Planning Commission hearing.

GOVERNANCE

1. **APPLICABILITY.** Except as modified below, the stipulations from case 19-ZN-2002#2 shall continue to apply to the project site.

SITE DESIGN

2. **CONFORMANCE TO DEVELOPMENT PLAN.** Development shall substantially conform to the Development Plan, entitled "Chauncey Marketplace Development Plan", which is on file with the City Clerk and made a public record by Resolution No. 10638, attached as Exhibit A, and incorporated into these stipulations and ordinance by reference as if fully set forth herein. Any significant changes 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 AMENDED DEVELOPMENT STANDARDS.** Development shall conform to the amended development standards that are included as part of the Development Plan. Any significant changes to the amended development standards, as determined by the Zoning Administrator, shall be subject to additional public hearings before the Planning Commission and City Council.
4. **MAXIMUM DENSITY AND FLOOR AREA RATIO.** Maximum density and maximum floor area ratio shall be as indicated in the Land Use Budget Table below.

Land Use Budget Table						
Parcel	Gross Acres	Zoning	Proposed DU/AC	Max DU/AC	Proposed # of Units	Max # of Units
215-07-004G	12.26 acres	P-C (PRC)	24.55 DU's per acre of gross land area	24.55 DU's per acre of gross land area	301	301
Land Use Budget Table						
			Proposed Commercial	Allowed FAR	Proposed FAR	

215-07-004G	12.26 acres	P-C (PRC)	48,495 58,606 Square feet	0.8	0.13 0.14	
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Redistribution of dwelling units is subject to the maximum density in the Land Use Budget Table and subject to city staff approval. The owner's redistribution request shall be submitted with the preliminary plat submittal to the Development Review Board and shall include a revised Master Development Plan and a revised Land Use Budget Table indicating the parcels with the corresponding reductions and increases.

5. **CONFORMANCE TO DEVELOPMENT AGREEMENT.** Development shall be in compliance with the terms of the Development Agreement (2016-182-COS) for the Planned Shared Development (PSD) overlay included as part of this request, which is on file with the City Clerk and made a public record by Resolution No. 10637, and attached as Exhibit B to Attachment 2. Any change to the development agreement shall be subject to City Council approval.
6. **PRELIMINARY PLAT.** As part of the PSD portion of this request, a separate application for a minor subdivision shall be submitted for review and approval. The final plat shall be approved and recorded prior to issuance of any permits for this project.
7. **SCOTTSDALE ROAD STREETSCAPE.** The developer shall install landscaping and construct hardscape improvements adjacent to N. Scottsdale Road, consistent with the Scottsdale Road Streetscape Design Guidelines; and consistent with the improvements provided on the north side of E. Chauncey Lane.
8. **COURTYARD.** A minimum of one percent (2%) of the net lot area (calculated prior to subdividing) shall be set aside as a courtyard/public amenity area to provide a setting for the buildings, to the satisfaction of Current Planning staff.
9. **PRIVATE OUTDOOR LIVING SPACE.** With the Development Review Board submittal, the applicant shall provide floor plans confirming private outdoor living space is being provided for each residential unit. Each area of private outdoor living space shall be a minimum of ~~60~~ **50** square feet.
10. **REFUSE COLLECTION.** As part of the Development Review Board submittal, the applicant shall coordinate with the Engineering Division to find an alternative solution for the residential refuse collection that will not force service vehicles to reverse onto a public street.

AIRPORT

11. **FAA DETERMINATION.** With the Development Review Board Application, the developer shall submit a copy of the FAA Determination letter on the FAA FORM 7460-1 for any proposed structures and/or appurtenances that penetrate the 100:1 slope. The elevation of the highest point of those structures, including the appurtenances, must be detailed in the FAA form 7460-1 submittal.
12. **AIRCRAFT NOISE AND OVERFLIGHT DISCLOSURE.** Prior to issuance of any permits for this project, the developer shall provide noise disclosure notice to occupants, potential residents, employees and/or students in a form acceptable to the Scottsdale Aviation Director.

13. **AVIGATION EASEMENT.** With the Development Review Board submittal, the developer shall provide a signed and completed Avigation Easement in a form acceptable to the City for recording.
14. **SOUND ATTENUATION MEASURES.** With the final plans submittal, the developer shall provide sound attenuation as set forth in Appendix F to the FAA Part 150 Noise Compatibility Study, Section 4.00, **unless otherwise approved by the Airport Director, or designee.** The provided sound attenuation shall result in a minimum reduction in exterior to interior noise levels of 25 decibels.

INFRASTRUCTURE AND DEDICATIONS

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

Street Name	Street Type	Dedications	Improvements	Notes
Scottsdale Road	Major Arterial	75-foot half-street right-of-way (existing)	One driveway, deceleration lane, multi-use path, trail, curb and gutter	a.1, a.2
Chauncey Lane	Minor Collector	53.5-foot half-street right-of-way (existing)	One driveway, sidewalk, vertical curb and gutter	a.3, a.4, a.5, a.8
73 rd Place	Local Commercial	Minimum 60-foot full right-of-way from roundabout to southern edge of project site	One driveway, sidewalk, vertical curb and gutter	a.6, a.7, a.8

- a.1. The developer shall construct a minimum 10-foot wide multi-use path and a minimum 8-foot wide equestrian trail in the Scenic Corridor; in conformance with the Design Standards and Policies Manual and the Scenic Corridor Design Guidelines. The multi-use path shall be separated from the street curb a minimum distance of nine feet.
- a.2. The site driveway on Scottsdale Road shall be designed in conformance with COS CH-1 Type, Standard Detail #2257. The driveway shall be right-in/right-out only.

- a.3. The site driveway on Chauncey Lane shall be designed in conformance with COS CH-2 Type, Standard Detail #2257.
 - a.4. The developer shall construct a minimum 10-foot wide sidewalk, detached from street curb a minimum distance of six feet.
 - a.5. The median island along Chauncey Lane, west of 73rd Place, shall be shortened to increase the westbound left-turn storage into the driveway along Chauncey Lane.
 - a.6. The site driveway on 73rd Place shall be designed in conformance with COS CL-1 Type, Standard Detail #2256, **unless otherwise approved by the Transportation Division.**
 - a.7. The developer shall construct a minimum six-foot wide sidewalk, detached from street curb a minimum distance of four feet.
 - a.8. The developer shall provide bike ramps at the roundabout in the eastbound direction along Chauncey Lane, and in the southbound direction along 73rd Place.
 - b. SCENIC CORRIDOR. The developer shall dedicate a Scenic Corridor Easement along the Scottsdale Road frontage with a minimum width of 50 feet and an average width of 60 feet.
 - c. NON-MOTORIZED PUBLIC ACCESS. The developer shall dedicate a Non-Motorized Public Access Easement over the entire width of the Scenic Corridor, to allow for meandering of path and trail alignment.
 - d. VEHICLE NON-ACCESS. The developer shall dedicate a one foot wide vehicular non-access easement on Scottsdale Road, Chauncey Lane and 73rd Street, except at the approved street entrances.
 - e. CROSS-ACCESS. The developer shall dedicate a vehicular/pedestrian Cross-Access Easements where the westernmost north/south drive aisle, and the north/south sidewalk dead-end at the south property line to memorialize future vehicular and pedestrian access to the parcel to the south.
 - f. AUXILIARY LANE. The developer shall dedicate the necessary right-of-way, as determined by city staff, and construct a right-turn deceleration lane at the site entrance on Scottsdale Road.
16. DRAINAGE REPORT. A final drainage report shall be submitted with the Development Review Board application for review and approval by the Storm Water Division.
17. WATER AND WASTEWATER. Prior to submittal of improvement plans, the developer shall address redline review comments from the Preliminary Basis of Design (BOD) Report and submit final BOD's reflecting redline comments for review and acceptance by City of Scottsdale Water Resources Department staff.
18. EASEMENTS.

- a. EASEMENTS DEDICATED BY PLAT. The owner shall dedicate to the city on the final plat, all easements necessary to serve the site, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.



MEMORANDUM

TO: Mayor and City Council Members

FROM: Patricia Boomsma

DATE: January 17, 2017

RE: Contract No. 2016-182-COS, Scottsdale Marketplace

Dear Mayor and City Council Members,

Attached is the final version of the Development Agreement between the City, JLB Scottsdale Marketplace, and Chauncey Retail Partners. In addition to including the Developers' signatures, the Developer has request a change to their mailing address on page 11, section 16.6.

WHEN RECORDED RETURN TO:

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

C.O.S. Contract No. 2016-182-COS
(Scottsdale Marketplace)
(Resolution No. 10637)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of January, 2017, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), JLB Scottsdale Marketplace LLC, a Delaware limited liability company ("JLB") and Chauncey Retail Partners, LLC, an Arizona limited liability company ("CRP"). JLB and CRP and their respective successors and assigns may collectively be referred to as "Developer."

RECITALS

A. 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.

B. JLB purchased at auction from the Arizona State Land Department ("ASLD"), and, effective immediately upon the approval by the City's Council of this Agreement, JLB and CRP will be the sole current owners of that certain real property located at the southeast corner of Scottsdale Road and Chauncey Lane and more particularly described on **Exhibit "A"** (the "Property"), attached hereto and incorporated by this reference. The Property contains approximately 12.26 gross acres, and is currently comprised of a single parcel under their ownership. Upon approval of this Agreement by the City's Council, JLB and CRP will undertake and complete the process to subdivide the Property into two distinct, and legally identified parcels as described on **Exhibit "A-1"** (the "JLB Part") and **Exhibit "A-2"** (the "CRP Part"). The JLB Part and the CRP Part individually may be referred to as a "Part" and collectively, as the "Parts."

C. The Property is currently subject to the terms of two development agreements as the successor in interest to the City's agreements with ASLD: (1) Agreement No. 2002-141-COS, recorded in the Official Records of the Maricopa County Recorder at 2002-1240137, and (2) C.O.S Contract No. 2002-141-COS-A1, recorded in the Official Records of the Maricopa County Recorder at 20110923510 (hereinafter collectively the "State Land Development Agreements"). The State Land Development Agreements established certain obligations and development commitments for the Property. ASLD has, in a separate application, petitioned to amend the Land Use Budget and to authorize purchasers to request amendment to development standards established in the State Land Development Agreements. The approval of amendments to the State Land Development Agreements is a condition precedent to effectiveness of the Development Plan (defined below).

D. The Property is the site of a project that has been undertaken by Developer referred to as "Scottsdale Marketplace" (the "Project"). To establish the regulatory structure for future development of the Property and the Project, the Developer has made development applications to the City with associated development plans (collectively, the "Development Plan") for a Zoning District Map Amendment, Case No. 19-ZN-2002#4 that requests the addition of a Planned Shared Development Overlay District ("PSD") in addition to the existing Planned Community District ("PCD") with an underlying comparable zoning district of Planned Regional Center ("PRC"). The Development Plan and Case No. 19-ZN-2002#4 establish the regulatory regime under which the Project and Property will be developed ("Regulatory Approvals"). This Agreement is part of the requirements for approval of 19-ZN-2002#4. The Development Plan is on file with the Clerk of the City as declared a public record by Resolution No. 10638 and adopted by Ordinance No. 4287 and incorporated into this Agreement by this reference.

E. The Development Plan and Regulatory Approvals establish the maximum density associated with the Dwelling Unit Capacity ("DUC"), the Gross Floor Area ("GFA") and Gross Floor Area Ratio ("GFAR") based on the GFA for the Property under the associated development standards. The applicable DUC, GFA and GFAR ("Development Attributes") are reflected in a budget (the "Development Area Budget") for each Part and in the development plan area map, both as set forth on the attached **Exhibit "B."** The Development Area Budget sets forth the maximum Development Attributes for buildings and other development that may be constructed on each of the Parts.

F. This Agreement is consistent with the portions of City's general plan applicable to the Property on the date of this Agreement (the "General Plan"), including the Scottsdale Airport Master Plan.

G. The City and Developer acknowledge that development of the Project will result in various community benefits to the City and its residents (the "Community Benefits").

H. The City's governing body has authorized execution of this Agreement by Resolution Number 10637.

AGREEMENT

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

1. Recitals. The recitals set forth above are incorporated into this Agreement by reference.

2. Definitions.

2.1 "Development rights" means the maximum development that would be allowed on the sending property under the City's general and any applicable specific plan and the City's zoning ordinance in effect on May 17, 2016, the date the City adopted Ordinance No. 4244 allowing the transfer of development rights in the PSD zoning overlay district.

2.2 "Owner" means the owner of a fee interest in a parcel or lot.

2.3 "Parcel" means a separate, legal unit or lot of real property, including the Property or any portion of the Property formed as a separate unit through a land division of the Property approved by the City.

2.4 "Parent Parcel" means a parcel of real property before it is legally divided into one or more lots pursuant to Section 4.2.1.

2.5 "Receiving property" means a lot or parcel within which development rights are increased pursuant to a transfer of development rights.

2.6 "Sending property" means a lot or parcel with special characteristics, including farmland, woodland, desert land, mountain land floodplain, natural habitats, recreation or parkland, including golf course areas, or land that has a unique aesthetic, architectural or historic value that the City desires to protect from future development.

2.7 "Severance of development rights" means the process of removing specified development rights from a parcel, lot, or Part.

2.8 "Transfer of development rights" means the process by which development rights from a sending property are affixed to one or more receiving properties.

3. Term. The term of this Agreement shall be as follows:

3.1 Duration. The term of this Agreement shall commence on the date this Agreement is approved by the City Council, signed by all parties, and recorded in the Office of

the Maricopa County Recorder, and will continue in effect until all obligations and rights of the parties under this Agreement have been performed, terminated by mutual written agreement of all parties, or have expired.

3.2 Effect of Termination or Expiration on Regulatory Approvals. Termination or expiration of this Agreement shall have no effect on the Regulatory Approvals, which shall continue to be enforceable according to their terms. Any notice of termination or expiration of this Agreement shall so state.

3.3 Referendum. If the Regulatory Approvals are invalidated by a referendum or court action, then this Agreement shall be void ab initio.

4. Project & Zoning. Developer's development of the Property and the Project shall comply with the following:

4.1 No Construction Obligation. Developer has no obligation to develop the Property or any portion of the Project; provided however that all further construction of the Project shall be performed in compliance with the Development Plan, Regulatory Approvals and the terms and conditions of this Agreement.

4.2 Development Area Budget and Allocation. The Property's total Development Area Budget shall not exceed the maximum Development Attributes specified in the Development Plan approved in Case No. 19-ZN-2002#4 and the Development Area Budget attached hereto as **Exhibit "B."** Any future transfer of development rights between parcels in the Property, including with respect to the Parts, that is different from the development rights allocations that are set forth and disclosed on the Development Plan and the Development Area Budget will require an application signed by all Owners of the affected parcels and lienholders of such parcels in the Property and is subject to the notice and hearing requirements of section 9-462.04 of the Arizona Revised Statutes.

4.2.1 The Developer may divide a parcel into two or more smaller parcels (each, a "Child Parcel") and allocate Development Attributes to, and determine the development standards under the PSD for, each Child Parcel. The total Development Attributes allocated to all Child Parcels following such division shall not exceed the amount of Development Attributes allocated to the Parent Parcel, unless Developer allocates additional, unallocated Development Attributes from the Development Area Budget to such Child Parcels pursuant to the application, notice and hearing, and approval process specified in Section 4.2.

4.2.2 The Developer may combine two or more Child Parcels into one parcel (a "Combined Parcel") and allocate Development Attributes to the Combined Parcel. The total Development Attributes allocated to the Combined Parcel shall not exceed the total amount of Development Attributes previously allocated to the Child Parcels comprising the Combined

Parcel, unless Developer transfers additional development rights to such Combined Parcel pursuant to the application, notice and hearing, and approval process specified in Section 4.2.

4.3 Waiver. Developer hereby waives the provisions of section 33-1205.A of the Arizona Revised Statutes, and agrees that the Property or any parcel or portion thereof will never be subdivided into a condominium and/or timeshare development.

4.4 Planned Shared Development Common Areas. Developer shall establish a property management association ("Association") to maintain all common areas, shared facilities, or community-owned property shown on the Development Plan for the Property (collectively, "Common Areas"). Developer shall obligate such Association to record a Master Declaration of Easements, Covenants, Conditions and Restrictions ("ECR") with the Maricopa County Recorder's Office identifying how such Common Areas will be maintained.

4.5 PSD Indemnity. In addition to all other obligations hereunder, the Owners, Developer (and all persons claiming through Developer or claiming rights under this Agreement), and existing and future Owners of parcels within the Property's boundaries shall indemnify and hold harmless the City, its employees, agents and officials from any and all claims, demands, suits, judgments, assessments, proceedings, or liabilities of any kind, including reasonable attorney's fees and costs, that may arise from any person(s)/entity(ies) owning any part of the Property related to the development or division of the Property, or the Property's being subject to the application of the PSD Ordinance. Further, the Property Manager shall indemnify and hold harmless the City, its employees, agents and officials harmless from any and all claims, demands, suits, judgments, assessments, proceedings, or liabilities of any kind, including reasonable attorney's fees and costs, that may that may be asserted against the City and arise from any person(s)/entity(ies) owning any part of the Property, which they may bring against the City resulting from the development or from the division of the Property.

5. Transfer of Development Rights.

5.1 Development Rights. The Development Plan approved in Case No. 19-ZN-2002#4 establishes the Development Area Budget assignments and determines the development standards applicable under the PSD for the Property.

5.2 Dividing and Combining a Parcel(s) of the Property. Concurrent with the recordation of a land division or final plat approved by the City, the Development Area Budget of any newly created parcels shall be similarly divided pursuant to the procedures specified in Sections 4.2.1 and 4.2.2. Notwithstanding the preceding sentence, or anything else in this Agreement, Developer and City acknowledge that the Development Plan and Development Area Budget approved as part of Zoning Case No. 19-ZN-2002#4 already specifies the allocation of development rights for the two Parts as legally described on Exhibits "A1" and "A2," and the public hearing requirements for this allocation have been made in connection with the Zoning Case. Upon the final division of the Parts into separate legal parcels, this allocation shall be

memorialized through a "Development Attributes Allocation Form," in a form satisfactory to the City Attorney and the Zoning Administrator, for each Part that specifies the applicable development rights attributable to each Part. Developer shall submit the Development Attributes Allocation Form to the City for the City's expeditious recordation in the Maricopa County Records' Office. No development applications, building permits, or other City approvals for either Part will be approved until the applicable Development Attributes Allocation Form is recorded as provided in this subsection. All other instances of the severance of development rights or the transfer of development rights shall be memorialized as follows:

5.2.1 Reallocations to Child and Parent Parcels Not Requiring a Public Hearing.

All property Owners, all lienholders, and all interested persons holding an interest in real property for any parcel of the Property to be divided into Child Parcels pursuant to section 4.2.1 or combined into a single Parent Parcel pursuant to section 4.2.2, shall sign a Development Attributes Allocation Form, in a form satisfactory to the City Attorney and the Zoning Administrator, and submit it to the City for the City's expeditious recordation in the Maricopa County Records' Office. No development applications, building permits, or other city approvals for the divided or combined parcels of the Property will be approved until the applicable Development Attributes Allocation Form is recorded as provided in this subsection. If an error is made on any form, upon notice by an Owner or the City to the other, the City and such Owner shall cause a revised Development Attributes Allocation Form reflecting the correct allocated Development Attributes associated with each newly created parcel to be prepared by such Owner, provided to the City, and to be expeditiously recorded as set forth in this subsection.

5.2.2 Transfer of Development Rights Requiring Notice and a Public Hearing Pursuant to Section 9-462.04 of the Arizona Revised Statutes. All property Owners, all lienholders, and all interested persons holding an interest in real property for any portion of the Property subject to the creation of a new parcel not covered in sections 4.2.1 or 4.2.2, or, if reallocation are to be made between existing parcels, of the affected parcels, shall sign a Transfer of Development Rights form and a Severance of Development Rights form, both in a form satisfactory to the City Attorney and the Zoning Administrator and in accordance with Arizona Revised Statutes, and submit them to the City for the City's expeditious recordation in the Maricopa County Records' Office. No development applications, building permits, or other City approvals for the affected parcels of the Property will be approved until the applicable Transfer of Development Rights and Severance of Development Rights forms are recorded as provided in this subsection. If an error is made on the Transfer of Development Rights form or a Severance of Development Rights form, upon notice by an Owner or the City to the other, the City and such Owner shall cause a revised Transfer of Development Rights form or a Severance of Development Rights form reflecting the correct allocated Development Attributes associated with each parcel to be prepared by such Owner, provided to the City, and to be expeditiously recorded as set forth in this subsection.

6. City Contact and Property Manager.

6.1 City Contact. The City contact shall be Greg Bloemberg.

6.2 Appointment of Property Manager. Developer and its assigns shall appoint one or more individuals or entities to be a "Property Manager" with respect to the Property or any portion thereof (each a "Property Manager"). Developer and its assigns may appoint the Association or an Owner of the Property or any portion thereof as such Property Manager. Upon any person or entity being appointed a Property Manager with respect to the Property or any portion thereof, Developer or its assigns shall give the City notice of such appointment and the name and contact address and other information required for notice in this Agreement. Until notice is provided to the City by Developer otherwise, JLB shall be the Property Manager for all purposes under this Agreement.

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

6.4 Assurance of a Property Manager. Developer, its assigns, and all present and future property Owners shall assure that the Property shall always have an appointed Property Manager, and that this Property Manager shall agree to indemnify the City as required by section 4.4 of this Agreement and section 6.1406 of the Zoning Ordinance of the City of Scottsdale. If the Property has no designated Property Manager, and such failure continues uncured for fifteen days after written notice thereof from the City to the Owners, the City shall deem all property Owners to be in default under this Agreement. Developer and its successors and assigns shall have the right to replace the Property Manager with the City's consent (which consent shall not be unreasonably withheld) upon notice to the City pursuant to paragraph 16.6.

7. Declaration of Easements, Covenants, Conditions & Restrictions.

7.1 ECRs. The ECRs shall address the following to the City's satisfaction:

7.1.1 Responsibility for Shared Facilities. Developer understands that (a) certain common area improvements on the Property are Shared Facilities, and (b) each Owner must pay assessments for complying with all City requirements and for maintaining and repairing the Shared Facilities, as reasonably determined necessary by the City.

7.1.2 Ownership of Shared Facilities. All Shared Facilities shall be identified in the ECRs. If some of the Shared Facilities are to be shared by the Owners, then the ECRs shall identify which Owner is responsible for which Shared Facilities.

7.1.3 Assessments. The Property Manager shall have authority to assess and collect fees for complying with City requirements and for maintaining and repairing the Shared Facilities.

7.2 Duration. The ECRs shall remain in existence as long as the Property is developed with a PSD overlay.

7.2.1 Amendments. In no event shall the ECRs be amended so as to alter the provisions that require the Owners to share responsibility for maintaining and repairing the Shared Facilities without the City's prior written consent.

7.2.2 Delivery. A copy of the ECRs will have been delivered to the City prior to the issuance of any permits with respect to the Property.

8. Breach & Remedies. Developer shall comply with, perform and do each performance and thing required of Developer under this Agreement. Developer's failure to do so shall be a breach by Developer of this Agreement if not cured within the notice and cure periods set forth in Section 9 below.

9. Events of Default. Any Owner or Property Manager shall be in default (an "Event of Default") if such Owner, with respect to the Owner's parcel, or the Property Manager(s) and Owner(s), with respect to Shared Facilities, fails or neglects timely and completely to do or perform or observe any material provision of this Agreement, the Regulatory Approvals, or the Development Area Budget, and such failure or neglect continues for a period of one hundred twenty (120) days after City has notified the defaulting Owner(s) and/or Property Manager(s) in writing of such failure or neglect. If the defaulting Owner(s) and/or Property Manager(s) begins to cure the default within this time period, the one hundred twenty (120) day period shall be extended an additional sixty (60) days upon request given by notice to City prior to the end of the one hundred twenty (120) day period.

10. City's Remedies. Upon the occurrence of any material Event of Default or at any time thereafter while such Event of Default remains uncured, City may, at its option and from time to time, exercise any, all, or any combination of the following cumulative remedies in any order and repetitively at City's option with respect to any and all defaulting Owner(s) and/or Property Manager(s):

10.1 Until the default is cured, issue a stop work order and/or refuse to issue any permits or process development applications for the Property, as to Shared Facilities, or, in the event the Property is divided into separate parcels, issue a stop work order and/or refuse to issue any permits or process any development applications for any parcel that is subject of the Event of Default.

10.2 Abate at applicable Owner's expense any violation of this Agreement.

10.3 Be excused without any liability to the applicable Owners therefor from further performance of any or all of City's obligations under this Agreement.

10.4 Insist upon each applicable Owner's full and faithful performance under this Agreement during the entire remaining term of this Agreement.

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

10.6 Notwithstanding the foregoing, an applicable Owner shall not be liable for special, consequential, punitive or other exemplary or multiple damages.

11. City Default and Developer's Remedies. Upon any material breach of this Agreement by City not cured within one hundred twenty (120) days after notice from an Owner, such Owner may pursue any and all remedies, legal, equitable or otherwise, to which such Owner may be entitled. Notwithstanding the preceding sentence or anything else in this Agreement and as a condition of City's willingness to enter into this Agreement, the following limits shall apply to this Agreement:

11.1 City shall not be liable for any punitive or other exemplary or multiple damages.

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

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

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

12. Non-waiver and City Contract Administrator Authority. No failure by City or Developer to demand any performance required of the other under this Agreement, and no acceptance by City or Developer of any imperfect or partial performance under this Agreement, shall excuse such performance, or waive or impair in any way the other's ability to insist, prospectively and retroactively upon full compliance with this Agreement. Only the City's Zoning Administrator or designee shall be authorized to administer this Agreement for City or speak for City regarding this Agreement.

13. Compliance with Law. Developer shall comply with all federal, state, county and local laws, ordinances, regulations or other rules or policies that affect the Property as are now in effect or as may hereafter be adopted or amended.

14. Assignability. This Agreement may be assigned or transferred by the Developer (or any of the entities that comprise "Developer" with respect to such entity's interest herein), in whole or in part, by written instrument, to any subsequent owner of all or any portion of the Property. Notice of any transfer or assignment in accordance with this paragraph shall be provided by Developer or the transferor entity (or its successor or assign) to the City. No lender or mortgagee shall have any obligation or liability under this Agreement unless such lender or mortgagee acquires title to a portion of the Property, in which event, such lender or mortgagee shall have liability only for the failure of such lender or mortgagee to comply with any obligation under this Agreement with respect to the portion of the Property owned by such lender or mortgagee during the period of such lender's or mortgagee's ownership of such portion of the Property, and the liability of such lender or mortgagee shall be limited to its interest in the Property.

15. Unified Project Intent. City is entitled to hold the Developer (or its successors and assigns, if applicable) responsible for all performances under this Agreement. City and Developer expressly do not intend that Developer's rights under this Agreement be divisible, except as already described in this Agreement, for any reason into multiple contracts, agreements or other arrangements between City and numerous Property owners. City and Developer intend that City only be obligated to deal with one designated representative of all of the entities standing in the position of Developer (the "Developer's Designated Representative") from time to time and not be burdened with any management, maintenance or other responsibilities related to development or occupation of the Property by multiple entities, such as resolving or being hindered by disagreements between entities regarding Developer's performance of its duties under this Agreement, and that City not be burdened by usage, financial or other issues among various persons using the Property pursuant to this Agreement. All of those duties are to be performed by Developer (or its successors or assigns, if applicable), which is responsible to see that all persons developing or using the Property, including without limitation any owners' associations and their members, resolve among themselves their respective responsibilities for all performances under this Agreement, none of which limits or otherwise affects City's rights under this Agreement. Developer may change the Developer's Designated Representative from time to time by written notice to City. Developer hereby designates Kevin Ransil as the Developer's Designated Representative under this Agreement, until further written notice from Developer is given to City.

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

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

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

16.3 Conflicts of interest. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law. This Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

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

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

16.6 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid, or by FedEx or other reliable overnight courier service that confirms delivery, addressed to:

If to City:	City of Scottsdale 7447 E. Indian School Rd., Suite 105 Scottsdale, AZ 85251
Copy to:	City Attorney City of Scottsdale 3939 Drinkwater Blvd. Scottsdale, AZ 85251
If to Developer, Owners, and/or Property Manager:	c/o JLB Scottsdale Marketplace LLC 3890 West Northwest Highway, 7 th Floor Dallas, TX 75220
Copies to:	John Berry Berry Riddell LLC 6750 E. Camelback Rd., Suite 100 Scottsdale, AZ 85251

By notice from time to time in accordance herewith, either party may designate any other street address or addresses as its address or addresses for receiving notice hereunder. Service of any notice by mail in accordance with the foregoing shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail. Service of any notice by overnight courier in accordance with the foregoing shall be deemed to be complete upon receipt or refusal to receive.

16.7 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

16.8 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.

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

16.10 No Third Party Beneficiaries. The City, an Owner of any portion of the Property, the Developer, lenders holding liens or mortgages against a portion of the Property, and their successors and assigns are the sole beneficiaries of this Agreement. No other person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties who are not beneficiaries of this Agreement for any approval of plans, Developer's construction of improvements, Developer's negligence, Developer's failure to comply with the provisions of this Agreement, or otherwise as a result of the existence of this Agreement.

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

16.12 Attorneys' Fees. If legal action is brought by any party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs as determined by the court or other decision maker.

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

16.14 Venue & Jurisdiction. Legal actions regarding this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona sitting in Maricopa County. City and Developer agree to the exclusive jurisdiction of such courts. Claims by Developer shall comply with time periods and other requirements of City's claims procedures from time to time.

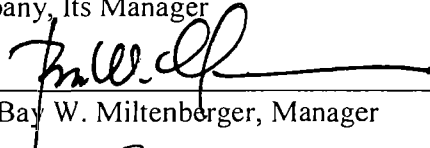
16.15 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

EXECUTED this ____ day of January, 2017.

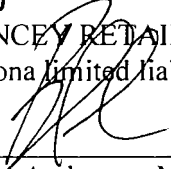
DEVELOPER:

JLB SCOTTSDALE MARKETPLACE, LLC
a Delaware limited liability company

By: JLB SCOTTSDALE MARKETPLACE
MANAGER, LLC, A Delaware limited liability
company, Its Manager

By: 
Bay W. Miltenberger, Manager

CHAUNCEY RETAIL PARTNERS, LLC
an Arizona limited liability company

By: 
Bret Anderson, Manager

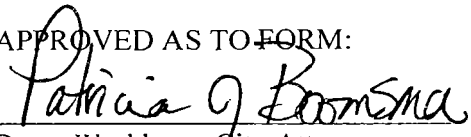
CITY OF SCOTTSDALE,
an Arizona municipal corporation

ATTEST:

Carolyn Jagger, City Clerk

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

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
Patricia J. Boomsma, Assistant City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____,
2017, by W.J. "Jim" Lane, Mayor of the City of Scottsdale, an Arizona municipal corporation.

My Commission Expires:

Notary Public

STATE OF TEXAS)
) ss.
County of Dallas)

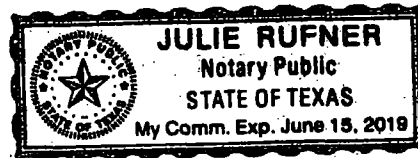
On January 11th, 2017, before me, Julie Rufner Notary Public,
personally appeared Bay W. Miltenberger, Manager of JLB SCOTTSDALE MARKETPLACE
MANAGER, LLC, A Delaware limited liability company, Manager of JLB SCOTTSDALE
MARKETPLACE, LLC, a Delaware limited liability company, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

My Commission Expires: June 15, 2019

Julie Rufner
Notary Public



STATE OF ARIZONA)
) ss.
County of Maricopa)

On January 12th, 2017, before me, Carrie Garcia Notary Public,
personally appeared Bret Anderson, Manager of CHAUNCEY RETAIL PARTNERS, LLC, An
Arizona limited liability company, who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

My Commission Expires:
November 1, 2019

C Garcia
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION OF ENTIRE PROPERTY

A PORTION OF TRACT 3A AS SHOWN ON STATE PLAT NO. 16 CORE SOUTH ACCORDING TO BOOK 324 OF MAPS, PAGE 50 AS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 2640.37 FEET;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 680.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 545.14 FEET TO A POINT ON THE SOUTH LINE OF THE MINOR SUBDIVISION PLAT FOR THE SEC SCOTTSDALE ROAD & UNION HILLS DRIVE, ACCORDING TO BOOK 1131 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, LEAVING SAID SECTION LINE, ALONG SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCOTTSDALE ROAD;

THENCE NORTH 45 DEGREES 04 MINUTES 44 SECONDS EAST, LEAVING SAID EAST RIGHT OF WAY LINE, CONTINUING ALONG SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 59.48 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 441.07 FEET;

THENCE NORTH 84 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 98.99 FEET;

THENCE SOUTH 82 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 160.65 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 47 DEGREES 23 MINUTES 41 SECONDS EAST, A RADIAL DISTANCE OF 94.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84 DEGREES 56 MINUTES 31 SECONDS, A DISTANCE OF 139.36 FEET;

THENCE SOUTH 07 DEGREES 09 MINUTES 14 SECONDS WEST, LEAVING SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 225.71 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 29 SECONDS WEST, A DISTANCE OF 343.98 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 915.01 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 534,054 SQUARE FEET OR 12.260 ACRES

EXHIBIT "A1"

Legal Description of JLB Part

A PORTION OF TRACT 3A AS SHOWN ON STATE PLAT NO. 16 CORE SOUTH, ACCORDING TO BOOK 324 OF MAPS, PAGE 50 AS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 2640.37 FEET;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 680.12 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 545.14 FEET TO A POINT ON THE SOUTH LINE OF THE MINOR SUBDIVISION PLAT FOR THE SEC SCOTTSDALE ROAD & UNION HILLS DRIVE, ACCORDING TO BOOK 1131 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, LEAVING SAID SECTION LINE, ALONG SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCOTTSDALE ROAD;

THENCE NORTH 45 DEGREES 04 MINUTES 44 SECONDS EAST, LEAVING SAID EAST RIGHT OF WAY LINE, CONTINUING ALONG SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 59.48 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 350.68 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, DEPARTING SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 588.22 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 469.30 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 271,250 SQUARE FEET OR 6.227 ACRES, MORE OR LESS.

EXHIBIT "A2"

Legal Description of CRP Part

A PORTION OF TRACT 3A AS SHOWN ON STATE PLAT NO. 16 CORE SOUTH, ACCORDING TO BOOK 324 OF MAPS, PAGE 50 AS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 2640.37 FEET;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 680.12 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 469.30 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 588.22 FEET TO A POINT ON THE SOUTH LINE OF THE MINOR SUBDIVISION PLAT FOR THE SEC SCOTTSDALE ROAD & UNION HILLS DRIVE, ACCORDING TO BOOK 1131 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 90.39 FEET;

THENCE NORTH 84 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 98.99 FEET;

THENCE SOUTH 82 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 160.65 FEET TO THE POINT OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 47 DEGREES 23 MINUTES 41 SECONDS EAST, A RADIAL DISTANCE OF 94.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84 DEGREES 56 MINUTES 31 SECONDS, A DISTANCE OF 139.36 FEET;

THENCE SOUTH 07 DEGREES 09 MINUTES 14 SECONDS WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 225.71 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 29 SECONDS WEST, A DISTANCE OF 343.98 FEET;

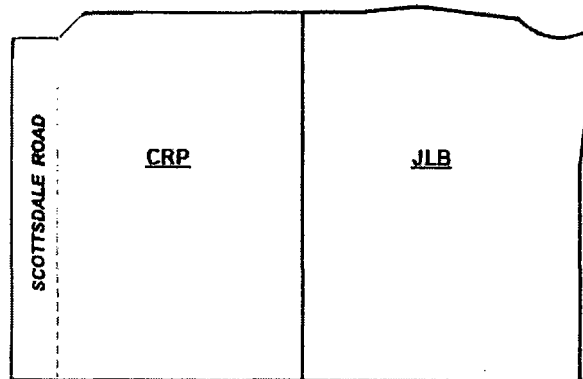
THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 445.71 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 262,804 SQUARE FEET OR 6.033 ACRES, MORE OR LESS.

EXHIBIT "B"
DEVELOPMENT AREA BUDGET &
DEVELOPMENT PLAN AREA MAP

- Maximum Density of 24.55 du/ac = $24.55 * 12.26 \text{ acres} = 301 \text{ units}$
- Maximum FAR of 0.14 FAR = $0.14 * 418,612 \text{ net square feet} = 58,606 \text{ square feet}$

Area	Assessor Parcel Number APN	Acres (Gross)	Maximum Dwelling Units (Exclusive of FAR)	Dwelling Units Currently Built (Exclusive of FAR)	Maximum Square Footage- Commercial (Exclusive of Dwelling Units)	Square Footage Currently Built— Commercial (Exclusive of Dwelling Units)	Open Space	Frontage Open Space
JLB Part	215-07-004G (until subdivided)	6.033	301	0	0	0	52,822	22,465
CRP Part	215-07-004G (until subdivided)	6.227	0	0	58,606	0	34,334	39,297
Total Maximum for Entire Property		12.26	301	0	58,606	0	87,156	61,762






Current Planning Services

One Civic Center
7447 E Indian School Road, Suite 105
Scottsdale, AZ 85251

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Greg Bloemberg, Senior Planner 

THROUGH: Randy Grant, Director and
Tim Curtis, AICP, Current Planning Director

DATE: 1/03/2017

SUBJECT: **Chauncey Marketplace (19-ZN-2002#4)**

The following items will be provided in the supplemental packet on Tuesday, January 10, 2017, for the above case scheduled to the January 17, 2017 City Council Hearing:

Attachment 5: Development Agreement No. 2016-182-COS

CITY COUNCIL REPORT



Meeting Date: January 17, 2017
General Plan Element: *Land Use*
General Plan Goal: *Create a sense of community through land uses*

ACTION

Chauncey Marketplace 19-ZN-2002#4

Request to consider the following:

1. Adopt Ordinance No. 4287 for a Zoning District Map Amendment from Planned Community (P-C) District to Planned Community (P-C) District with comparable Planned Regional Center (PRC) District, including Development Plan and amended PRC development standards; specifically, eliminate maximum floor area ratio for office and residential, increase allowed building height from 60 feet (exclusive of rooftop appurtenances) to 77 feet (inclusive of rooftop appurtenances), increase allowed density from +/- 21 dwelling units per acre to 24.55 dwelling units per acre, amend minimum building setbacks from property line (20 feet on E. Chauncey Lane, 25 Feet on N. 73rd Place), and reduce minimum property size from 25 acres (gross) to 12 acres (gross); and add Planned Shared Development (PSD) District overlay for a mixed-use project on a +/- 12-acre site, located at the southeast corner of N. Scottsdale Road and E. Chauncey Lane.
2. Adopt Resolution No. 10637 authorizing Development Agreement 2016-182-COS.
3. Adopt Resolution No. 10638 declaring "Chauncey Marketplace Development Plan" as a public record.

Goal/Purpose of Request

The proposed project is a mixed-use development, consisting of 301 rental apartments in one four to five-story building and approximately 58,606 square feet of commercial space in two one-story buildings and one three-story building. Primary access is from Scottsdale Road, with a secondary access point provided off E. Chauncey Lane. In anticipation of future development to the south, the site design also includes both vehicular and pedestrian cross-access points along the southern edge of the site.

Key Items for Consideration

- Consistency with 2001 General Plan
- Consistency with Greater Airport Character Area Plan
- Prominent Scottsdale Road frontage
- Proposal includes extension of N. 73rd Street along the east boundary of the site

- Request would increase total number of residential units in the Crossroads Land Use Budget from 4378 to 4569
- No public comment (as of date of this report)
- Airport Advisory Commission heard this case on July 20, 2016 and recommended approval with a unanimous vote of 5-0
- Planning Commission heard this case on October 26, 2016 and recommended approval with a unanimous vote of 6-0

OWNER

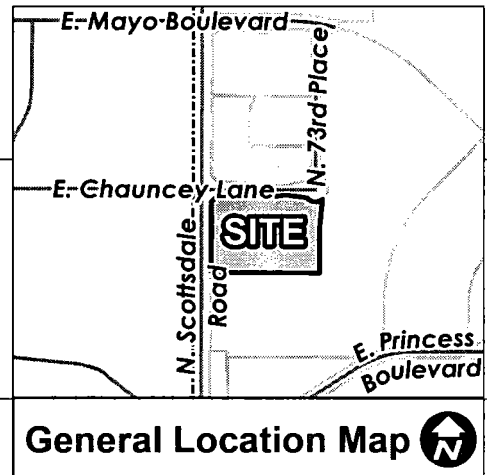
Arizona State Land Department
602-542-6331

APPLICANT CONTACT

John Berry
Berry Riddell, LLC
480-717-6575

LOCATION

E CHAUNCEY LN / N SCOTTSDALE RD (SE Corner)



BACKGROUND

General Plan

The General Plan was created as a tool for guiding future development and land use in the City of Scottsdale. The General Plan Land Use Element designates the property as Mixed-Use Neighborhoods, which are typically located in areas with strong access to multiple modes of transportation and major regional access and services. These areas may accommodate higher density housing combined with complementary office or retail uses; or mixed-use structures with residential above commercial or office. Additionally, the site falls within a designated Regional Use District, per the General Plan, that encompasses most of the Crossroads East master-planned area (approx. 1,000 acres). The Regional Use District provides flexibility for land uses when it can be determined that new land uses are viable in serving a regional market. Regional uses include, but are not limited to, corporate office, regional serving retail, major medical, educational campuses, community service facilities, tourism, and destination attraction uses.

Greater Airport Character Area Plan (GACAP)

The GACAP establishes the vision for the Greater Airport area and provides the basis for Greater Airport decision-making over a twenty-year timeframe. Adopted in 2011 as an update to the existing Scottsdale Airport Area Plan, which had been in place since 1981, the GACAP is a component of the 2001 General Plan, and is a guide for future development and revitalization within the Greater Airport area. The GACAP designates the entire 1000-acre Crossroads East

project as Airpark Mixed Use – Residential. Properties with this designation are appropriate for a wide range of uses, including retail, service, tourist accommodations, and office; while providing development that is pedestrian-oriented, with access to various modes of transportation, located outside of the Airport’s 55 DNL contour. Residential and other sensitive uses should be a lesser component of a mixed-use development and include adequate sound attenuation.

Zoning

Currently, the site is zoned Planned Community District (P-C). Case 19-ZN-2002, which established the master zoning plan for the Crossroads East project, includes a Land Use Budget Table that identifies the allowable zoning districts for the entire 1,000-acre project; including maximum acreage and maximum residential densities for those districts that allow residential. A subsequent amendment processed under case 19-ZN-2002#2 added the Highway Commercial District (C-3) to the Land Use Budget Table, and increased the total maximum number of multi-family dwelling units for the entire Crossroads East project from 3,443 to 4,378.

Prior to development of any parcel in the Crossroads East project, the applicant must select a zoning district from the Land Use Budget Table. Once a comparable district has been selected, the Arizona State Land Department (ASLD), which oversees the master plan for Crossroads East, must approve the location, acreage and, if residential is proposed, the allowable density and total number of units for the proposed zoning. For this request, the applicant has selected the Planned Regional Center (PRC) zoning district for the proposed mixed-use development. Staff is in receipt of written consent from the ASLD for PRC to be utilized for this 12-acre site in Planning Unit IV; and to increase the total number of residential units in the Land Use Budget from 4,378 to 4,569 to accommodate the proposed density.

Context

The subject property is located at the southeast corner of N. Scottsdale Road and E. Chauncey Lane, within Planning Unit IV of the Crossroads East Master-Planned Community. To the north is a mixed-use development, currently under construction, consisting of multi-family residential, retail and the potential for a corporate office or travel accommodation use; zoned P-C with the comparable P-C zoning district of PRC. The comparable zoning district regulates all uses and development standards for each property in the Crossroads East development. To the east and south are vacant parcels currently owned by the ASLD, zoned P-C, and to the west is the City of Phoenix. The area in general is occupied by corporate office complexes, auto dealerships, and retail shopping centers. Additionally, the site is located approximately 1.8 miles northwest of the Scottsdale Airport runway. Please refer to context graphics attached.

Other Related Policies, References:

- Scottsdale General Plan 2001
- 2010 Greater Airpark Character Area Plan
- Zoning Ordinance
- 19-ZN-2002: amendment to the Master Zoning Plan for Crossroads, including amended site development standards
- 19-ZN-2002#2: Amendment to Master Zoning Plan for Crossroads, including amended site development standards, and amendments to the stipulations from case 19-ZN-2002.

- Resolution No. 10656 and Development Agreement 2002-141-COS-A2: clarifies process for future land owners and lessees to apply for zoning entitlements within the Crossroads master-plan boundary

APPLICANTS PROPOSAL

The applicant seeks approval of a zoning district map amendment from Planned Community (P-C) District to P-C District with a comparable Planned Regional Center (PRC) district. Additionally, the applicant is seeking approval to add the Planned Shared Development (PSD) overlay to allow the site to be subdivided into two parcels. The PSD is needed because one of the two proposed parcels cannot “stand alone” with regard to the development standards of the PRC zoning district. The zoning request includes a Development Plan and amended PRC development standards and the PSD request includes a Development Agreement. The commercial buildings and associated parking occupy the west half of the site, fronting N. Scottsdale Road; while the multi-family component occupies the east half of the site. The site design is cohesive, with a central drive aisle and centrally located courtyard that serve to provide a setting for the buildings as well as a pedestrian amenity area; in keeping with the requirements of the PRC zoning district.

Development Information

- Existing Use: Vacant
- Proposed Use: Mixed-Use
- Buildings/Description: 4 buildings total, consisting of approximately 319,935 square feet
- Parcel Size: 12.26 acres (gross), 9.61 acres (net)
- Building Height Allowed: 60 feet (exclusive of rooftop appurtenances)
- Building Height Proposed: 77 feet (inclusive of rooftop appurtenances)
- Parking Required: 606 spaces (427 for residential, 179 for commercial)
- Parking Provided: 770 spaces (495 for residential, 275 for commercial)
- Open Space Required: 144,118 square feet
- Open Space Provided: 151,799 square feet
- Courtyard Required: 4,189 square feet (1% of net lot area)
- Courtyard Provided: 8,838 square feet (2% of net lot area)
- Floor Area Ratio Allowed: 0.8 (non-residential only)
- Floor Area Ratio Proposed: 0.14 (non-residential only)
- Density Allowed: 2,000 square feet of gross land area per dwelling unit (+/- 21 DU's per acre)
- Density Proposed: 24.55 DU's per acre

Amended Site Development Standards (ASDS)

As part of a Planned Community District application, or subsequent amendment, an applicant may propose amendments to certain site development standards in an effort to accommodate flexibility

in design of a project. The proposed amendments are indicated in the table on the following page.

PRC Site Development Standard (Section 5.2604)	Required/Allowed (Straight PRC)	Previously Approved (19-ZN-2002)	Proposed Amendment (19-ZN-2002#4)	Justification
<i>Floor Area Ratio</i>	0.8 (base allowance) - Gross office floor area shall not exceed 40% of gross non-residential floor area - Gross floor area of dwellings shall not exceed 50% of gross non-residential buildings	No Change	0.8 - Exclude residential from floor area ratio calculations - Eliminate gross floor area restrictions for office and residential uses	Central courtyard space is twice that required by ordinance (2% of net lot area vs. 1% required)
<i>Density</i>	2,000 square feet of gross land area per dwelling unit (+/- 21 DU's per acre)	No change	24.55 DU's per acre	Construction of full right-of-way improvements for 73rd Street
<i>Building Height</i>	60 feet (excluding rooftop appurtenances)	60 feet as measured from the first finished floor elevation	77 feet (inclusive of rooftop appurtenances)	Structured parking for residential

<i>Building Setbacks (side and rear yards)</i>	<ul style="list-style-type: none"> - Buildings 36 feet in height or less shall be setback not less than 50 feet from any residential zoning district - Buildings more than 36 feet in height shall be setback not less than two (2) feet for each foot of building height from any residential zoning district 	No change	20 feet from E. Chauncey Lane, 25 feet from N. 73 rd Street and 15 feet from the south property line	Additional open space for project and private open space for residential units (<i>private open space not required in Crossroads PRC district</i>)
<i>Property Size</i>	Minimum of 25 gross acres	No change	12 gross acres	Construction of full right-of-way improvements for 73 rd Street

IMPACT ANALYSIS

Land Use

The development plan proposed by the applicant aligns with the goals and policies of the General Plan. During the Visioning process for the General Plan, several guiding principles were established, with a focus on “character and quality” of development. One objective is to “Support Economic Vitality”. The proposed project responds to this objective by providing a potential mix of retail, service and employment uses, combined with high-density residential, to create an economic base that will jump-start development in this area of the City. Additionally, the Land Use Element of the General Plan encourages “land uses that contribute to the building of community unity and cohesiveness” as well as “land use patterns that are compatible with and support a variety of mobility opportunities and service provisions”. This project provides an “urban neighborhood” environment that includes residential, located within walking distance of restaurants and other commercial uses, while also encouraging non-motorized access/circulation in a mixed use setting to reduce automobile trips. The project locates high-intensity land uses in an area that is conducive to alternative modes of transportation, such as bicycles, mass transit, and carpooling.

Greater Airpark Character Area Plan

In the project narrative, the applicant cites the Housing Element of the GACAP, specifically Goal LU 1, which seeks to “maintain and expand the Greater Airpark’s role as a national and international economic destination through appropriate land uses, development and revitalization”. Policy LU 1.2

recommends a “mix of uses within the Greater Airpark that promote a sense of community and economic efficiency, such as clustering similar/supportive uses and incorporating residential, where appropriate, intended for the area’s workforce”. The applicant points out in their narrative that the project site is designated as Airpark Mixed Use – Residential (AMU-R); and that the proposed development includes various types of uses that are encouraged in the AMU-R designation, including business services, employment, office and higher intensity residential.

The proposed development aligns with the goals and policies of the GACAP, effectively strengthening the employment core by providing potential work-force housing. Additionally, the nearest single-family residential is approximately 3,000 linear feet (.57 miles) from the project site, which would suggest impacts, such as traffic congestion and massing, on existing residential neighborhoods will be negligible. The site’s location in the designated Regional Use District, as identified in the General Plan, would suggest the higher intensity uses and increased building height proposed by the applicant are appropriate for the area. Furthermore, Policy LU 4.3 of the GACAP suggests this area is most conducive to “Type C” development, which denotes greater intensity development with medium to high building intensity and greater verticality and massing. The site is situated within the Regional Core, which according to Policy LU 4.5 is where “greater visual variety and architectural interest should be considered in the design of the Greater Airpark’s tallest buildings”.

Airport Vicinity

The applicant is requesting a maximum building height of 77 feet, inclusive of rooftop appurtenances. As required by the Aviation Code, the applicant presented their proposal to the FAA for review to determine if there are any potential conflicts with the flight paths for approaching aircraft. The FAA concluded there are no conflicts, and a Determination of No Hazard was issued. Airport staff has also reviewed the proposal and concur with the FAA’s findings. Also per the Aviation Code, the site is located within the AC-1 Airport Influence Area. As the project includes residential, the property owner will be required to provide disclosure of proximity to the Airport and dedicate an Avigation Easement over the project site. Noise attenuation is not mandatory, but is recommended for noise sensitive uses in AC-1 areas.

PCD Findings

Per Section 5.2104 of the Zoning Ordinance, before approval or modified approval of an application for a PCD, certain findings must be demonstrated by the applicant and confirmed by Planning Commission and City Council. The following are the required findings, as well as the applicant’s response to the findings and staff analysis.

A. The development proposed is in substantial harmony with the General Plan, and can be coordinated with existing and planned development of surrounding areas.

The Crossroad East master plan was previously approved through the zoning entitlement process, and was determined to be in substantial harmony with the 2001 General Plan. The proposed development is within the boundary of the existing Crossroads East PCD and utilizes zoning and site development standards consistent with the existing PCD. The project site is bounded on two sides by vacant land owned by the Arizona State Land Department. As such,

careful consideration is being given to how this project will interact with future development to the south and east. The project provides a strong pedestrian environment that connects the project to N. Scottsdale Road and E. Chauncey Lane; and successfully avoids turning its back completely on the parcels to the east and south. Additionally, in anticipation of future development to the south, the site plan includes both vehicular and pedestrian cross-access to the site to the south. As part of this project, N. 73rd Street is being extended from the existing roundabout at the northeast corner of the site to the southeast corner of the site; consistent with the Transportation Master Plan for Crossroads East.

B. The streets and thoroughfares proposed are suitable and adequate to serve the proposed uses and the anticipated traffic which will be generated thereby.

The project site fronts onto N. Scottsdale Road, which is classified as a Major Arterial in the Transportation Master Plan. Recent traffic studies indicate the average daily trip (ADT) count for this segment of N. Scottsdale Road is approximately 37,400 vehicles per day. Additionally, the project site fronts two additional smaller streets, E. Chauncey Lane and N. 73rd Street, that will provide secondary access and eventually serve to alleviate some of the traffic flows on N. Scottsdale Road as the Crossroads East project develops. One vehicular access point is provided on all three street frontages. As part of this project, N. 73rd Street is being extended from the existing roundabout at the northeast corner of the site to the southeast corner of the site; consistent with the Transportation Master Plan for Crossroads East.

C. The Planning Commission and City Council shall further find that the facts submitted with the application presented at the hearing establish beyond reasonable doubt that:

- 1. In the case of proposed residential development, that such development will constitute a residential environment of sustained desirability and stability; that it will be in harmony with the character of the surrounding area; and that the sites proposed for public facilities, such as schools, playgrounds, and parks are adequate to serve the anticipated population.**

With the residential component being situated among supporting commercial uses, such as restaurants, office and retail, there is potential for long-term stability. Additionally, the project's location adjacent to Scottsdale Road, in close proximity to Loop 101, and within two miles of the Greater Airpark area, could become a draw for employees working in and around the Airpark; increasing the project's desirability. As part of the Crossroads East master plan, sites for schools, parks and other community facilities have been designated and will come to fruition as the need arises. The Scottsdale Unified School District was notified during the entitlement process for the original Crossroads East master plan and voiced no concerns at that time to the overall potential number of dwelling units proposed. As part of this request, the applicant is proposing to increase the overall number of units in the approved Crossroads Land Use Budget for PRC zoning by 191 units; which represents a slight increase in density from the allowed +/- 21 DU's per acre to 24.55 DU's per acre. In exchange for this increase and other amendments to the PRC development standards, the applicant proposes an enlarged central courtyard above and beyond what is required for the PRC district, structured parking for the

residential, additional common open space, private outdoor living space for the residential (not required in the Crossroads PRC district), and full improvements for the N. 73rd Place right of way along the eastern boundary of the site.

2. **In the case of proposed industrial or research uses, that such development will be appropriate in area, location and overall planning to the purpose intended; and that the design and development standards are such that an industrial environment of sustained desirability and stability will be created.**

There are no research or industrial uses proposed as part of this request.

3. **In the case of proposed commercial, institutional, recreational and other non-residential uses, that such development will be appropriate in area, location and overall planning to the purpose intended; and that such development will be in harmony with the character of the surrounding area.**

The project site is designated as AMU-R and is located in the Regional Use District (per the General Plan and GACAP); both of which support the mix of uses proposed as part of this development. The site layout is consistent with the intent of the Planned Regional Center (PRC) zoning district, as it provides a focal point for development by orienting the buildings toward an internal courtyard, with open spaces and patios to strengthen the pedestrian environment. As part of a greater Planned Community District, the proposed use mix is in harmony with the master plan for the Crossroads East project, as well as the City's goals and policies for development in this area.

Traffic/Trails

The project is located on N. Scottsdale Road, which is classified as a Major Arterial in the Transportation Master Plan. As part of this request, the applicant provided a Traffic Impact Analysis (TIMA) for the proposed project; which has been reviewed by the City's Transportation Planning Department (refer to Exhibit A to Attachment 2, Development Plan). Per the TIMA, this project is anticipated to generate 5,544 daily trips, with 362 trips occurring during AM peak hours, and 436 trips occurring during PM peak hours. This will add 4,828 daily trips to the surrounding road network.

In accordance with the Transportation Master Plan for Crossroads East, the applicant will construct an extension to N. 73rd Street along the east project boundary from the existing roundabout to the southeast corner of the site. Primary right-in, right-out only access to the project site is provided on the N. Scottsdale Road frontage, with secondary access provided from E. Chauncey Lane and N. 73rd Street. In accordance with the Scenic Corridor Design Guidelines, the applicant will be providing a continuation of the pedestrian improvements currently in place on the site to the north, including a 10-foot wide multi-use path and an 8-foot wide equestrian trail.

Water/Sewer

Preliminary Basis of Design Reports for both water and wastewater will be provided for review and approval by Water Resources as part of the Development Review Board application. The applicant

will be responsible for all infrastructure upgrades needed to accommodate this project.

Public Safety

The City's public safety divisions have reviewed the proposal and find that there is adequate ability to provide emergency services. The nearest fire station is located at 20363 N. Pima Road, approximately two miles northeast of the project site; and the nearest police station is located at 9045 E. Via Linda Road, approximately six miles southeast of the project site. The residential component proposed as part of this project will promote a balance of activity and users in this area, and when built out, will provide additional eyes on the street to enhance public safety in the immediate vicinity.

Open Space

The project utilizes a series of linear drive aisles that ultimately converge on a central courtyard at the central intersection that will serve as the focal point for the project. As required by the PRC district, a minimum of one percent of the net lot area is to be set aside as a courtyard space, to provide a setting for the buildings. All three sides of the central intersection respond to this requirement by providing public gathering and courtyard space and pedestrian amenities. Overall, approximately 36% of the net lot area will be set aside for open space, which is nearly double what is required per the zoning case (max. 20% of net lot area) for PRC properties in the Crossroads East project. Additionally, the residential component of the project will provide private outdoor living space for all units, which is not a requirement of the PRC zoning district.

Community Involvement

Property owners within 750 feet of the project site have been notified of the applicant's request and the site is posted with the required signage. The applicant held an Open House on January 4th from 5:30 to 6:30 PM at the Appaloosa Library. Per the applicant's Citizen Review Report, five people attended the Open House. Three of the five expressed support, while two did not express an opinion either way. As of the date of this report, staff has not received any comments or inquiries regarding this case.

Policy Implications

- Additional building height up to 77 feet, inclusive of rooftop appurtenances, is part of a Development Plan that includes additional open space, new infrastructure and pedestrian improvements.

OTHER BOARDS & COMMISSIONS

Airport Advisory Commission (AAC)

The AAC heard this case at their 7/20/16 meeting. The Commission was in general support of the plan, particularly the fact that the residential is proposed to be rentals, as opposed to for-sale product. Commissioner Casey noted that in the past, there have been issues about noise attenuation for condo owners. He inquired as to the possibility of certifying the units would always remain as rentals. After a brief discussion regarding sound attenuation, Commissioner Casey made a motion to recommend approval of the proposal with the stipulation that a deed restriction be placed on the property requiring the rentals never be converted to for-sale units, and that the

residential include sound attenuation measures.

Vice Chair Celigoy asked staff if the City can require a project to be rental or for-sale product. Staff informed the Commission that the City does not have the authority to require a development to be rental or for-sale. If the zoning allows for multi-family residential, the City cannot dictate whether it is rental or for-sale. The original motion then failed for lack of a second. Commissioner Ziomek made a subsequent motion to recommend approval with the stipulation that sound attenuation be provided for the residential component, which passed with a unanimous vote of 5-0.

Planning Commission:

Planning Commission heard this case on October 26, 2016 and recommended approval with a 6-0 vote. There was no discussion or public comment.

Staff's Recommendation to Planning Commission:

Staff recommended that the Planning Commission find that the proposed Zoning District Map Amendment is consistent with and conforms to the adopted General Plan, and make a recommendation to City Council for approval of a Zoning District Map Amendment from Planned Community (P-C) District to Planned Community (P-C) District with comparable Planned Regional Center (PRC) District, including Development Plan and amended PRC development standards; specifically, eliminate maximum floor area ratio for office and residential, increase allowed building height from 60 feet (exclusive of rooftop appurtenances) to 77 feet (inclusive of rooftop appurtenances), amend minimum building setbacks from property line (20 feet on E. Chauncey Lane, 25 Feet on N. 73rd Place), and reduce minimum property size from 25 acres (gross) to 12 acres (gross); and add Planned Shared Development (PSD) District overlay, including Development Agreement, for a mixed-use project on a +/- 12-acre site, located at the southeast corner of N. Scottsdale Road and E. Chauncey Lane, subject to the attached stipulations.

RECOMMENDATION

Recommended Approach:

1. Adopt Ordinance No. 4287 for a Zoning District Map Amendment from Planned Community (P-C) District to Planned Community (P-C) District with comparable Planned Regional Center (PRC) District, including Development Plan and amended PRC development standards; specifically, eliminate maximum floor area ratio for office and residential, increase allowed building height from 60 feet (exclusive of rooftop appurtenances) to 77 feet (inclusive of rooftop appurtenances), amend minimum building setbacks from property line (20 feet on E. Chauncey Lane, 25 Feet on N. 73rd Place), and reduce minimum property size from 25 acres (gross) to 12 acres (gross); and add Planned Shared Development (PSD) District overlay, including Development Agreement, for a mixed-use project on a +/- 12-acre site, located at the southeast corner of N. Scottsdale Road and E. Chauncey Lane.
2. Adopt Resolution No. 10637 authorizing Development Agreement 2016-182-COS.
3. Adopt Resolution No. 10638 declaring "Chauncey Marketplace Development Plan" as a public record.

RESPONSIBLE DEPARTMENT

Planning and Development Services
Current Planning Services

STAFF CONTACT

Greg Bloemberg
Senior Planner
480-312-4306
E-mail: gbloemberg@scottsdaleaz.gov

APPROVED BY


Greg Bloemberg, Report Author

12-27-16
Date


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

12/30/2016
Date


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

1/3/17
Date

ATTACHMENTS

1. Context Aerial
2. Aerial Close-Up
3. Ordinance No. 4287
 - Exhibit 1: Stipulations
 - Exhibit 2: Zoning Map
4. Resolution No. 10637
5. Contract No. 2016-182-COS
6. Resolution No. 10638
 - Exhibit A: "Chauncey Marketplace Development Plan"
7. Additional Information
8. General Plan Land Use Map
9. Current Zoning Map
10. Traffic Impact Summary
11. Citizen Involvement
12. City Notification Map
13. July 20, 2016 Airport Advisory Commission Minutes
14. October 26, 2016 Planning Commission Meeting Minutes



Chauncey Marketplace

19-ZN-2002#4



Q.S.
38-45

Google Earth Pro Imagery

Chauncey Marketplace

19-ZN-2002#4

ORDINANCE NO. 4287

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. 19-ZN-2002#4 FROM PLANNED COMMUNITY (P-C) DISTRICT TO PLANNED COMMUNITY (P-C) DISTRICT WITH COMPARABLE PLANNED REGIONAL CENTER (PRC) DISTRICT, INCLUDING ADOPTING A DEVELOPMENT PLAN AND AMENDED PRC DEVELOPMENT STANDARDS; AND ADD A PLANNED SHARED DEVELOPMENT (PSD) DISTRICT OVERLAY, INCLUDING ADOPTING A DEVELOPMENT AGREEMENT, FOR A MIXED-USE PROJECT ON A +/- 12-ACRE SITE, LOCATED AT THE SOUTHEAST CORNER OF N. SCOTTSDALE ROAD AND E. CHAUNCEY LANE.

WHEREAS, the Planning Commission held a hearing on October 26th, 2016;

WHEREAS, the City Council held a hearing on January 17th, 2017; and

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

WHEREAS, it is now necessary that the comprehensive zoning map of the City of Scottsdale ("District Map") be amended to conform with the decision of the Scottsdale City Council in Case No. 19-ZN-2002#4.

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 +/- 12-acre site, located at the southeast corner of N. Scottsdale Road and E. Chauncey Lane and marked as "Site" (the Property) on the map attached as Exhibit 2, incorporated herein by reference, from Planned Community (P-C) District to Planned Community District with comparable Planned Regional Center District, Planned Shared District (P-C, PRC, PSD) zoning, and by adopting that certain document entitled "Chauncey Marketplace Development Plan" declared as public record by Resolution No. 10638 which is incorporated into this ordinance by reference as if fully set forth herein.

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

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

ATTEST:

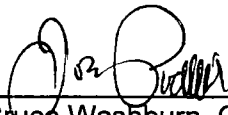
CITY OF SCOTTSDALE, an Arizona

Municipal Corporation

By: _____
Carolyn Jagger
City Clerk

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

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:  _____
Bruce Washburn, City Attorney
By: Joe Padilla, Deputy City Attorney

**Stipulations for the Zoning Application:
Chauncey Marketplace
Case Number: 19-ZN-2002#4**

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

Text in bold and strikethrough amended after Planning Commission hearing.

GOVERNANCE

1. **APPLICABILITY.** Except as modified below, the stipulations from case 19-ZN-2002#2 shall continue to apply to the project site.

SITE DESIGN

2. **CONFORMANCE TO DEVELOPMENT PLAN.** Development shall substantially conform to the Development Plan, entitled "Chauncey Marketplace Development Plan", which is on file with the City Clerk and made a public record by Resolution No. 10638, attached as Exhibit A, and incorporated into these stipulations and ordinance by reference as if fully set forth herein. Any significant changes 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 AMENDED DEVELOPMENT STANDARDS.** Development shall conform to the amended development standards that are included as part of the Development Plan. Any significant changes to the amended development standards, as determined by the Zoning Administrator, shall be subject to additional public hearings before the Planning Commission and City Council.
4. **MAXIMUM DENSITY AND FLOOR AREA RATIO.** Maximum density and maximum floor area ratio shall be as indicated in the Land Use Budget Table below.

Land Use Budget Table						
Parcel	Gross Acres	Zoning	Proposed DU/AC	Max DU/AC	Proposed # of Units	Max # of Units
215-07-004G	12.26 acres	P-C (PRC)	24.55 DU's per acre of gross land area	24.55 DU's per acre of gross land area	301	301
Land Use Budget Table						
			Proposed Commercial	Allowed FAR	Proposed FAR	

215-07-004G	12.26 acres	P-C (PRC)	48,495 52,219 Square feet	0.8	0.13	
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Redistribution of dwelling units is subject to the maximum density in the Land Use Budget Table and subject to city staff approval. The owner's redistribution request shall be submitted with the preliminary plat submittal to the Development Review Board and shall include a revised Master Development Plan and a revised Land Use Budget Table indicating the parcels with the corresponding reductions and increases.

5. **CONFORMANCE TO DEVELOPMENT AGREEMENT.** Development shall be in compliance with the terms of the Development Agreement (2016-182-COS) for the Planned Shared Development (PSD) overlay included as part of this request, which is on file with the City Clerk and made a public record by Resolution No. 10637, and attached as Exhibit B to Attachment 2. Any change to the development agreement shall be subject to City Council approval.
6. **PRELIMINARY PLAT.** As part of the PSD portion of this request, a separate application for a minor subdivision shall be submitted for review and approval. The final plat shall be approved and recorded prior to issuance of any permits for this project.
7. **SCOTTSDALE ROAD STREETSCAPE.** The developer shall install landscaping and construct hardscape improvements adjacent to N. Scottsdale Road, consistent with the Scottsdale Road Streetscape Design Guidelines; and consistent with the improvements provided on the north side of E. Chauncey Lane.
8. **COURTYARD.** A minimum of one percent (2%) of the net lot area (calculated prior to subdividing) shall be set aside as a courtyard/public amenity area to provide a setting for the buildings, to the satisfaction of Current Planning staff.
9. **PRIVATE OUTDOOR LIVING SPACE.** With the Development Review Board submittal, the applicant shall provide floor plans confirming private outdoor living space is being provided for each residential unit. Each area of private outdoor living space shall be a minimum of ~~60~~ **50** square feet.
10. **REFUSE COLLECTION.** As part of the Development Review Board submittal, the applicant shall coordinate with the Engineering Division to find an alternative solution for the residential refuse collection that will not force service vehicles to reverse onto a public street.

AIRPORT

11. **FAA DETERMINATION.** With the Development Review Board Application, the developer shall submit a copy of the FAA Determination letter on the FAA FORM 7460-1 for any proposed structures and/or appurtenances that penetrate the 100:1 slope. The elevation of the highest point of those structures, including the appurtenances, must be detailed in the FAA form 7460-1 submittal.
12. **AIRCRAFT NOISE AND OVERFLIGHT DISCLOSURE.** Prior to issuance of any permits for this project, the developer shall provide noise disclosure notice to occupants, potential residents, employees and/or students in a form acceptable to the Scottsdale Aviation Director.

13. AVIGATION EASEMENT. With the Development Review Board submittal, the developer shall provide a signed and completed Avigation Easement in a form acceptable to the City for recording.
14. SOUND ATTENUATION MEASURES. With the final plans submittal, the developer shall provide sound attenuation as set forth in Appendix F to the FAA Part 150 Noise Compatibility Study, Section 4.00. The provided sound attenuation shall result in a minimum reduction in exterior to interior noise levels of 25 decibels.

INFRASTRUCTURE AND DEDICATIONS

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

Street Name	Street Type	Dedications	Improvements	Notes
Scottsdale Road	Major Arterial	75-foot half-street right-of-way (existing)	One driveway, deceleration lane, multi-use path, trail, curb and gutter	a.1, a.2
Chauncey Lane	Minor Collector	53.5-foot half-street right-of-way (existing)	One driveway, sidewalk, vertical curb and gutter	a.3, a.4, a.5, a.8
73 rd Place	Local Commercial	Minimum 60-foot full right-of-way from roundabout to southern edge of project site	One driveway, sidewalk, vertical curb and gutter	a.6, a.7, a.8

- a.1. The developer shall construct a minimum 10-foot wide multi-use path and a minimum 8-foot wide equestrian trail in the Scenic Corridor; in conformance with the Design Standards and Policies Manual and the Scenic Corridor Design Guidelines. The multi-use path shall be separated from the street curb a minimum distance of nine feet.
- a.2. The site driveway on Scottsdale Road shall be designed in conformance with COS CH-1 Type, Standard Detail #2257. The driveway shall be right-in/right-out only.
- a.3. The site driveway on Chauncey Lane shall be designed in conformance with COS CH-2 Type, Standard Detail #2257.

- a.4. The developer shall construct a minimum 10-foot wide sidewalk, detached from street curb a minimum distance of six feet.
 - a.5. The median island along Chauncey Lane, west of 73rd Place, shall be shortened to increase the westbound left-turn storage into the driveway along Chauncey Lane.
 - a.6. The site driveway on 73rd Place shall be designed in conformance with COS CL-1 Type, Standard Detail #2256, **unless otherwise approved by the Transportation Division.**
 - a.7. The developer shall construct a minimum six-foot wide sidewalk, detached from street curb a minimum distance of four feet.
 - a.8. The developer shall provide bike ramps at the roundabout in the eastbound direction along Chauncey Lane, and in the southbound direction along 73rd Place.
 - b. SCENIC CORRIDOR. The developer shall dedicate a Scenic Corridor Easement along the Scottsdale Road frontage with a minimum width of 50 feet and an average width of 60 feet.
 - c. NON-MOTORIZED PUBLIC ACCESS. The developer shall dedicate a Non-Motorized Public Access Easement over the entire width of the Scenic Corridor, to allow for meandering of path and trail alignment.
 - d. VEHICLE NON-ACCESS. The developer shall dedicate a one foot wide vehicular non-access easement on Scottsdale Road, Chauncey Lane and 73rd Street, except at the approved street entrances.
 - e. CROSS-ACCESS. The developer shall dedicate a vehicular/pedestrian Cross-Access Easements where the westernmost north/south drive aisle, and the north/south sidewalk dead-end at the south property line to memorialize future vehicular and pedestrian access to the parcel to the south.
 - f. AUXILIARY LANE. The developer shall dedicate the necessary right-of-way, as determined by city staff, and construct a right-turn deceleration lane at the site entrance on Scottsdale Road.
16. DRAINAGE REPORT. A final drainage report shall be submitted with the Development Review Board application for review and approval by the Storm Water Division.
17. WATER AND WASTEWATER. Prior to submittal of improvement plans, the developer shall address redline review comments from the Preliminary Basis of Design (BOD) Report and submit final BOD's reflecting redline comments for review and acceptance by City of Scottsdale Water Resources Department staff.
18. EASEMENTS.
- a. EASEMENTS DEDICATED BY PLAT. The owner shall dedicate to the city on the final plat, all easements necessary to serve the site, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.



Chauncey Marketplace

Ordinance No. 4287
Exhibit 2
Page 1 of 1

19-ZN-2002#4

RESOLUTION NO. 10637

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT AGREEMENT NO. 2016-182-COS FOR PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NORTH SCOTTSDALE ROAD AND EAST CHAUNCEY LANE.

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, JLB Scottsdale Marketplace LLC, a Delaware limited liability company, and Chauncey Retail Partners, LLC, an Arizona limited liability company, to enter into Development Agreement No. 2016-182-COS in connection with Zoning Case No. 19-ZN-2002#4 for development of property located at the southeast corner of North Scottsdale road and East Chauncey Lane; and

WHEREAS, this Development Agreement No. 2016-182-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, BE IT RESOLVED, by the Council of the City of Scottsdale, as follows:

Section 1. That the City Council approves Development Agreement 2016-182-COS.

Section 2. That Mayor W. J. "Jim" Lane is authorized to execute Development Agreement No. 2016-182-COS after it has been executed by all other parties.

Section 3. The Mayor of the City of Scottsdale, the City Manager and their designees are authorized and directed to approve this agreement and such other documents and agreements as are necessary to carry out the purposes of contract number 2016-182-COS, and to administer its terms including the provisions for termination.

Section 4. That the City Clerk is hereby directed to record Development Agreement No. 2016-182-COS with the Maricopa County Recorder within ten (10) days of its execution by all parties.

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

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

A handwritten signature in blue ink, reading "Patricia J. Boomsma", is written over a horizontal line.

Bruce Washburn, City Attorney

By: Patricia J. Boomsma, Assistant City Attorney

WHEN RECORDED RETURN TO:

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

C.O.S. Contract No. 2016-182-COS
(Scottsdale Marketplace)
(Resolution No. 10637)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of January, 2017, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), JLB Scottsdale Marketplace LLC, a Delaware limited liability company ("JLB") and Chauncey Retail Partners, LLC, an Arizona limited liability company ("CRP"). JLB and CRP and their respective successors and assigns may collectively be referred to as "Developer."

RECITALS

A. 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.

B. JLB purchased at auction from the Arizona State Land Department ("ASLD"), and, effective immediately upon the approval by the City's Council of this Agreement, JLB and CRP will be the sole current owners of that certain real property located at the southeast corner of Scottsdale Road and Chauncey Lane and more particularly described on **Exhibit "A"** (the "Property"), attached hereto and incorporated by this reference. The Property contains approximately 12.26 gross acres, and is currently comprised of a single parcel under their ownership. Upon approval of this Agreement by the City's Council, JLB and CRP will undertake and complete the process to subdivide the Property into two distinct, and legally identified parcels as described on **Exhibit "A-1"** (the "JLB Part") and **Exhibit "A-2"** (the "CRP Part"). The JLB Part and the CRP Part individually may be referred to as a "Part" and collectively, as the "Parts."

C. The Property is currently subject to the terms of two development agreements as the successor in interest to the City's agreements with ASLD: (1) Agreement No. 2002-141-COS, recorded in the Official Records of the Maricopa County Recorder at 2002-1240137, and (2) C.O.S Contract No. 2002-141-COS-A1, recorded in the Official Records of the Maricopa County Recorder at 20110923510 (hereinafter collectively the "State Land Development Agreements"). The State Land Development Agreements established certain obligations and development commitments for the Property. ASLD has, in a separate application, petitioned to amend the Land Use Budget and to authorize purchasers to request amendment to development standards established in the State Land Development Agreements. The approval of amendments to the State Land Development Agreements is a condition precedent to effectiveness of the Development Plan (defined below).

D. The Property is the site of a project that has been undertaken by Developer referred to as "Scottsdale Marketplace" (the "Project"). To establish the regulatory structure for future development of the Property and the Project, the Developer has made development applications to the City with associated development plans (collectively, the "Development Plan") for a Zoning District Map Amendment, Case No. 19-ZN-2002#4 that requests the addition of a Planned Shared Development Overlay District ("PSD") in addition to the existing Planned Community District ("PCD") with an underlying comparable zoning district of Planned Regional Center ("PRC"). The Development Plan and Case No. 19-ZN-2002#4 establish the regulatory regime under which the Project and Property will be developed ("Regulatory Approvals"). This Agreement is part of the requirements for approval of 19-ZN-2002#4. The Development Plan is on file with the Clerk of the City as declared a public record by Resolution No. 10638 and adopted by Ordinance No. 4287 and incorporated into this Agreement by this reference.

E. The Development Plan and Regulatory Approvals establish the maximum density associated with the Dwelling Unit Capacity ("DUC"), the Gross Floor Area ("GFA") and Gross Floor Area Ratio ("GFAR") based on the GFA for the Property under the associated development standards. The applicable DUC, GFA and GFAR ("Development Attributes") are reflected in a budget (the "Development Area Budget") for each Part and in the development plan area map, both as set forth on the attached **Exhibit "B."** The Development Area Budget sets forth the maximum Development Attributes for buildings and other development that may be constructed on each of the Parts.

F. This Agreement is consistent with the portions of City's general plan applicable to the Property on the date of this Agreement (the "General Plan"), including the Scottsdale Airport Master Plan.

G. The City and Developer acknowledge that development of the Project will result in various community benefits to the City and its residents (the "Community Benefits").

H. The City's governing body has authorized execution of this Agreement by Resolution Number 10637.

AGREEMENT

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

1. Recitals. The recitals set forth above are incorporated into this Agreement by reference.

2. Definitions.

2.1 "Development rights" means the maximum development that would be allowed on the sending property under the City's general and any applicable specific plan and the City's zoning ordinance in effect on May 17, 2016, the date the City adopted Ordinance No. 4244 allowing the transfer of development rights in the PSD zoning overlay district.

2.2 "Owner" means the owner of a fee interest in a parcel or lot.

2.3 "Parcel" means a separate, legal unit or lot of real property, including the Property or any portion of the Property formed as a separate unit through a land division of the Property approved by the City.

2.4 "Parent Parcel" means a parcel of real property before it is legally divided into one or more lots pursuant to Section 4.2.1.

2.5 "Receiving property" means a lot or parcel within which development rights are increased pursuant to a transfer of development rights.

2.6 "Sending property" means a lot or parcel with special characteristics, including farmland, woodland, desert land, mountain land floodplain, natural habitats, recreation or parkland, including golf course areas, or land that has a unique aesthetic, architectural or historic value that the City desires to protect from future development.

2.7 "Severance of development rights" means the process of removing specified development rights from a parcel, lot, or Part.

2.8 "Transfer of development rights" means the process by which development rights from a sending property are affixed to one or more receiving properties.

3. Term. The term of this Agreement shall be as follows:

3.1 Duration. The term of this Agreement shall commence on the date this Agreement is approved by the City Council, signed by all parties, and recorded in the Office of

the Maricopa County Recorder, and will continue in effect until all obligations and rights of the parties under this Agreement have been performed, terminated by mutual written agreement of all parties, or have expired.

3.2 Effect of Termination or Expiration on Regulatory Approvals. Termination or expiration of this Agreement shall have no effect on the Regulatory Approvals, which shall continue to be enforceable according to their terms. Any notice of termination or expiration of this Agreement shall so state.

3.3 Referendum. If the Regulatory Approvals are invalidated by a referendum or court action, then this Agreement shall be void ab initio.

4. Project & Zoning. Developer's development of the Property and the Project shall comply with the following:

4.1 No Construction Obligation. Developer has no obligation to develop the Property or any portion of the Project; provided however that all further construction of the Project shall be performed in compliance with the Development Plan, Regulatory Approvals and the terms and conditions of this Agreement.

4.2 Development Area Budget and Allocation. The Property's total Development Area Budget shall not exceed the maximum Development Attributes specified in the Development Plan approved in Case No. 19-ZN-2002#4 and the Development Area Budget attached hereto as **Exhibit "B."** Any future transfer of development rights between parcels in the Property, including with respect to the Parts, that is different from the development rights allocations that are set forth and disclosed on the Development Plan and the Development Area Budget will require an application signed by all Owners of the affected parcels and lienholders of such parcels in the Property and is subject to the notice and hearing requirements of section 9-462.04 of the Arizona Revised Statutes.

4.2.1 The Developer may divide a parcel into two or more smaller parcels (each, a "Child Parcel") and allocate Development Attributes to, and determine the development standards under the PSD for, each Child Parcel. The total Development Attributes allocated to all Child Parcels following such division shall not exceed the amount of Development Attributes allocated to the Parent Parcel, unless Developer allocates additional, unallocated Development Attributes from the Development Area Budget to such Child Parcels pursuant to the application, notice and hearing, and approval process specified in Section 4.2.

4.2.2 The Developer may combine two or more Child Parcels into one parcel (a "Combined Parcel") and allocate Development Attributes to the Combined Parcel. The total Development Attributes allocated to the Combined Parcel shall not exceed the total amount of Development Attributes previously allocated to the Child Parcels comprising the Combined

Parcel, unless Developer transfers additional development rights to such Combined Parcel pursuant to the application, notice and hearing, and approval process specified in Section 4.2.

4.3 Waiver. Developer hereby waives the provisions of section 33-1205.A of the Arizona Revised Statutes, and agrees that the Property or any parcel or portion thereof will never be subdivided into a condominium and/or timeshare development.

4.4 Planned Shared Development Common Areas. Developer shall establish a property management association ("Association") to maintain all common areas, shared facilities, or community-owned property shown on the Development Plan for the Property (collectively, "Common Areas"). Developer shall obligate such Association to record a Master Declaration of Easements, Covenants, Conditions and Restrictions ("ECR") with the Maricopa County Recorder's Office identifying how such Common Areas will be maintained.

4.5 PSD Indemnity. In addition to all other obligations hereunder, the Owners, Developer (and all persons claiming through Developer or claiming rights under this Agreement), and existing and future Owners of parcels within the Property's boundaries shall indemnify and hold harmless the City, its employees, agents and officials from any and all claims, demands, suits, judgments, assessments, proceedings, or liabilities of any kind, including reasonable attorney's fees and costs, that may arise from any person(s)/entity(ies) owning any part of the Property related to the development or division of the Property, or the Property's being subject to the application of the PSD Ordinance. Further, the Property Manager shall indemnify and hold harmless the City, its employees, agents and officials harmless from any and all claims, demands, suits, judgments, assessments, proceedings, or liabilities of any kind, including reasonable attorney's fees and costs, that may be asserted against the City and arise from any person(s)/entity(ies) owning any part of the Property, which they may bring against the City resulting from the development or from the division of the Property.

5. Transfer of Development Rights.

5.1 Development Rights. The Development Plan approved in Case No. 19-ZN-2002#4 establishes the Development Area Budget assignments and determines the development standards applicable under the PSD for the Property.

5.2 Dividing and Combining a Parcel(s) of the Property. Concurrent with the recordation of a land division or final plat approved by the City, the Development Area Budget of any newly created parcels shall be similarly divided pursuant to the procedures specified in Sections 4.2.1 and 4.2.2. Notwithstanding the preceding sentence, or anything else in this Agreement, Developer and City acknowledge that the Development Plan and Development Area Budget approved as part of Zoning Case No. 19-ZN-2002#4 already specifies the allocation of development rights for the two Parts as legally described on Exhibits "A1" and "A2," and the public hearing requirements for this allocation have been made in connection with the Zoning Case. Upon the final division of the Parts into separate legal parcels, this allocation shall be

memorialized through a "Development Attributes Allocation Form," in a form satisfactory to the City Attorney and the Zoning Administrator, for each Part that specifies the applicable development rights attributable to each Part. Developer shall submit the Development Attributes Allocation Form to the City for the City's expeditious recordation in the Maricopa County Records' Office. No development applications, building permits, or other City approvals for either Part will be approved until the applicable Development Attributes Allocation Form is recorded as provided in this subsection. All other instances of the severance of development rights or the transfer of development rights shall be memorialized as follows:

5.2.1 Reallocations to Child and Parent Parcels Not Requiring a Public Hearing.

All property Owners, all lienholders, and all interested persons holding an interest in real property for any parcel of the Property to be divided into Child Parcels pursuant to section 4.2.1 or combined into a single Parent Parcel pursuant to section 4.2.2, shall sign a Development Attributes Allocation Form, in a form satisfactory to the City Attorney and the Zoning Administrator, and submit it to the City for the City's expeditious recordation in the Maricopa County Records' Office. No development applications, building permits, or other city approvals for the divided or combined parcels of the Property will be approved until the applicable Development Attributes Allocation Form is recorded as provided in this subsection. If an error is made on any form, upon notice by an Owner or the City to the other, the City and such Owner shall cause a revised Development Attributes Allocation Form reflecting the correct allocated Development Attributes associated with each newly created parcel to be prepared by such Owner, provided to the City, and to be expeditiously recorded as set forth in this subsection.

5.2.2 Transfer of Development Rights Requiring Notice and a Public Hearing Pursuant to Section 9-462.04 of the Arizona Revised Statutes. All property Owners, all lienholders, and all interested persons holding an interest in real property for any portion of the Property subject to the creation of a new parcel not covered in sections 4.2.1 or 4.2.2, or, if reallocation are to be made between existing parcels, of the affected parcels, shall sign a Transfer of Development Rights form and a Severance of Development Rights form, both in a form satisfactory to the City Attorney and the Zoning Administrator and in accordance with Arizona Revised Statutes, and submit them to the City for the City's expeditious recordation in the Maricopa County Records' Office. No development applications, building permits, or other City approvals for the affected parcels of the Property will be approved until the applicable Transfer of Development Rights and Severance of Development Rights forms are recorded as provided in this subsection. If an error is made on the Transfer of Development Rights form or a Severance of Development Rights form, upon notice by an Owner or the City to the other, the City and such Owner shall cause a revised Transfer of Development Rights form or a Severance of Development Rights form reflecting the correct allocated Development Attributes associated with each parcel to be prepared by such Owner, provided to the City, and to be expeditiously recorded as set forth in this subsection.

6. City Contact and Property Manager.

6.1 City Contact. The City contact shall be Greg Bloemberg.

6.2 Appointment of Property Manager. Developer and its assigns shall appoint one or more individuals or entities to be a "Property Manager" with respect to the Property or any portion thereof (each a "Property Manager"). Developer and its assigns may appoint the Association or an Owner of the Property or any portion thereof as such Property Manager. Upon any person or entity being appointed a Property Manager with respect to the Property or any portion thereof, Developer or its assigns shall give the City notice of such appointment and the name and contact address and other information required for notice in this Agreement. Until notice is provided to the City by Developer otherwise, JLB shall be the Property Manager for all purposes under this Agreement.

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

6.4 Assurance of a Property Manager. Developer, its assigns, and all present and future property Owners shall assure that the Property shall always have an appointed Property Manager, and that this Property Manager shall agree to indemnify the City as required by section 4.4 of this Agreement and section 6.1406 of the Zoning Ordinance of the City of Scottsdale. If the Property has no designated Property Manager, and such failure continues uncured for fifteen days after written notice thereof from the City to the Owners, the City shall deem all property Owners to be in default under this Agreement. Developer and its successors and assigns shall have the right to replace the Property Manager with the City's consent (which consent shall not be unreasonably withheld) upon notice to the City pursuant to paragraph 16.6.

7. Declaration of Easements, Covenants, Conditions & Restrictions.

7.1 ECRs. The ECRs shall address the following to the City's satisfaction:

7.1.1 Responsibility for Shared Facilities. Developer understands that (a) certain common area improvements on the Property are Shared Facilities, and (b) each Owner must pay assessments for complying with all City requirements and for maintaining and repairing the Shared Facilities, as reasonably determined necessary by the City.

7.1.2 Ownership of Shared Facilities. All Shared Facilities shall be identified in the ECRs. If some of the Shared Facilities are to be shared by the Owners, then the ECRs shall identify which Owner is responsible for which Shared Facilities.

7.1.3 Assessments. The Property Manager shall have authority to assess and collect fees for complying with City requirements and for maintaining and repairing the Shared Facilities.

7.2 Duration. The ECRs shall remain in existence as long as the Property is developed with a PSD overlay.

7.2.1 Amendments. In no event shall the ECRs be amended so as to alter the provisions that require the Owners to share responsibility for maintaining and repairing the Shared Facilities without the City's prior written consent.

7.2.2 Delivery. A copy of the ECRs will have been delivered to the City prior to the issuance of any permits with respect to the Property.

8. Breach & Remedies. Developer shall comply with, perform and do each performance and thing required of Developer under this Agreement. Developer's failure to do so shall be a breach by Developer of this Agreement if not cured within the notice and cure periods set forth in Section 9 below.

9. Events of Default. Any Owner or Property Manager shall be in default (an "Event of Default") if such Owner, with respect to the Owner's parcel, or the Property Manager(s) and Owner(s), with respect to Shared Facilities, fails or neglects timely and completely to do or perform or observe any material provision of this Agreement, the Regulatory Approvals, or the Development Area Budget, and such failure or neglect continues for a period of one hundred twenty (120) days after City has notified the defaulting Owner(s) and/or Property Manager(s) in writing of such failure or neglect. If the defaulting Owner(s) and/or Property Manager(s) begins to cure the default within this time period, the one hundred twenty (120) day period shall be extended an additional sixty (60) days upon request given by notice to City prior to the end of the one hundred twenty (120) day period.

10. City's Remedies. Upon the occurrence of any material Event of Default or at any time thereafter while such Event of Default remains uncured, City may, at its option and from time to time, exercise any, all, or any combination of the following cumulative remedies in any order and repetitively at City's option with respect to any and all defaulting Owner(s) and/or Property Manager(s):

10.1 Until the default is cured, issue a stop work order and/or refuse to issue any permits or process development applications for the Property, as to Shared Facilities, or, in the event the Property is divided into separate parcels, issue a stop work order and/or refuse to issue any permits or process any development applications for any parcel that is subject of the Event of Default.

10.2 Abate at applicable Owner's expense any violation of this Agreement.

10.3 Be excused without any liability to the applicable Owners therefor from further performance of any or all of City's obligations under this Agreement.

10.4 Insist upon each applicable Owner's full and faithful performance under this Agreement during the entire remaining term of this Agreement.

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

10.6 Notwithstanding the foregoing, an applicable Owner shall not be liable for special, consequential, punitive or other exemplary or multiple damages.

11. City Default and Developer's Remedies. Upon any material breach of this Agreement by City not cured within one hundred twenty (120) days after notice from an Owner, such Owner may pursue any and all remedies, legal, equitable or otherwise, to which such Owner may be entitled. Notwithstanding the preceding sentence or anything else in this Agreement and as a condition of City's willingness to enter into this Agreement, the following limits shall apply to this Agreement:

11.1 City shall not be liable for any punitive or other exemplary or multiple damages.

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

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

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

12. Non-waiver and City Contract Administrator Authority. No failure by City or Developer to demand any performance required of the other under this Agreement, and no acceptance by City or Developer of any imperfect or partial performance under this Agreement, shall excuse such performance, or waive or impair in any way the other's ability to insist, prospectively and retroactively upon full compliance with this Agreement. Only the City's Zoning Administrator or designee shall be authorized to administer this Agreement for City or speak for City regarding this Agreement.

13. Compliance with Law. Developer shall comply with all federal, state, county and local laws, ordinances, regulations or other rules or policies that affect the Property as are now in effect or as may hereafter be adopted or amended.

14. Assignability. This Agreement may be assigned or transferred by the Developer (or any of the entities that comprise "Developer" with respect to such entity's interest herein), in whole or in part, by written instrument, to any subsequent owner of all or any portion of the Property. Notice of any transfer or assignment in accordance with this paragraph shall be provided by Developer or the transferor entity (or its successor or assign) to the City. No lender or mortgagee shall have any obligation or liability under this Agreement unless such lender or mortgagee acquires title to a portion of the Property, in which event, such lender or mortgagee shall have liability only for the failure of such lender or mortgagee to comply with any obligation under this Agreement with respect to the portion of the Property owned by such lender or mortgagee during the period of such lender's or mortgagee's ownership of such portion of the Property, and the liability of such lender or mortgagee shall be limited to its interest in the Property.

15. Unified Project Intent. City is entitled to hold the Developer (or its successors and assigns, if applicable) responsible for all performances under this Agreement. City and Developer expressly do not intend that Developer's rights under this Agreement be divisible, except as already described in this Agreement, for any reason into multiple contracts, agreements or other arrangements between City and numerous Property owners. City and Developer intend that City only be obligated to deal with one designated representative of all of the entities standing in the position of Developer (the "Developer's Designated Representative") from time to time and not be burdened with any management, maintenance or other responsibilities related to development or occupation of the Property by multiple entities, such as resolving or being hindered by disagreements between entities regarding Developer's performance of its duties under this Agreement, and that City not be burdened by usage, financial or other issues among various persons using the Property pursuant to this Agreement. All of those duties are to be performed by Developer (or its successors or assigns, if applicable), which is responsible to see that all persons developing or using the Property, including without limitation any owners' associations and their members, resolve among themselves their respective responsibilities for all performances under this Agreement, none of which limits or otherwise affects City's rights under this Agreement. Developer may change the Developer's Designated Representative from time to time by written notice to City. Developer hereby designates Kevin Ransil as the Developer's Designated Representative under this Agreement, until further written notice from Developer is given to City.

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

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

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

16.3 Conflicts of interest. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law. This Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

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

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

16.6 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid, or by FedEx or other reliable overnight courier service that confirms delivery, addressed to:

If to City: City of Scottsdale
7447 E. Indian School Rd., Suite 105
Scottsdale, AZ 85251

Copy to: City Attorney
City of Scottsdale
3939 Drinkwater Blvd.
Scottsdale, AZ 85251

If to Developer, Owners,
and/or Property Manager: c/o JLB Scottsdale Marketplace LLC
909 Lake Carolyn Parkway, Suite 960
Irving, TX 75039

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

By notice from time to time in accordance herewith, either party may designate any other street address or addresses as its address or addresses for receiving notice hereunder. Service of any notice by mail in accordance with the foregoing shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail. Service of any notice by overnight courier in accordance with the foregoing shall be deemed to be complete upon receipt or refusal to receive.

16.7 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

16.8 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.

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

16.10 No Third Party Beneficiaries. The City, an Owner of any portion of the Property, the Developer, lenders holding liens or mortgages against a portion of the Property, and their successors and assigns are the sole beneficiaries of this Agreement. No other person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties who are not beneficiaries of this Agreement for any approval of plans, Developer's construction of improvements, Developer's negligence, Developer's failure to comply with the provisions of this Agreement, or otherwise as a result of the existence of this Agreement.

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

16.12 Attorneys' Fees. If legal action is brought by any party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs as determined by the court or other decision maker.

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

16.14 Venue & Jurisdiction. Legal actions regarding this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona sitting in Maricopa County. City and Developer agree to the exclusive jurisdiction of such courts. Claims by Developer shall comply with time periods and other requirements of City's claims procedures from time to time.

16.15 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

EXECUTED this ____ day of January, 2017.

DEVELOPER:

JLB SCOTTSDALE MARKETPLACE, LLC
a Delaware limited liability company

By: JLB SCOTTSDALE MARKETPLACE
MANAGER, LLC, A Delaware limited liability
company, Its Manager

By: _____
Bay W. Miltenberger, Manager

CHAUNCEY RETAIL PARTNERS, LLC
an Arizona limited liability company

By: _____
Bret Anderson, Manager

CITY OF SCOTTSDALE,
an Arizona municipal corporation

ATTEST:

Carolyn Jagger, City Clerk

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

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
Patricia J. Boomsma, Assistant City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by W.J. "Jim" Lane, Mayor of the City of Scottsdale, an Arizona municipal corporation.

My Commission Expires:

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On _____, 2017, before me, _____ Notary Public, personally appeared Bay W. Miltenberger, Manager of JLB SCOTTSDALE MARKETPLACE MANAGER, LLC, A Delaware limited liability company, Manager of JLB SCOTTSDALE MARKETPLACE, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

On _____, 2017, before me, _____ Notary Public,
personally appeared Bret Anderson, Manager of CHAUNCEY RETAIL PARTNERS, LLC, An
Arizona limited liability company, who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF ENTIRE PROPERTY

A PORTION OF TRACT 3A AS SHOWN ON STATE PLAT NO. 16 CORE SOUTH ACCORDING TO BOOK 324 OF MAPS, PAGE 50 AS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 2640.37 FEET;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 680.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 545.14 FEET TO A POINT ON THE SOUTH LINE OF THE MINOR SUBDIVISION PLAT FOR THE SEC SCOTTSDALE ROAD & UNION HILLS DRIVE, ACCORDING TO BOOK 1131 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, LEAVING SAID SECTION LINE, ALONG SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCOTTSDALE ROAD;

THENCE NORTH 45 DEGREES 04 MINUTES 44 SECONDS EAST, LEAVING SAID EAST RIGHT OF WAY LINE, CONTINUING ALONG SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 59.48 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 441.07 FEET;

THENCE NORTH 84 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 98.99 FEET;

THENCE SOUTH 82 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 160.65 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 47 DEGREES 23 MINUTES 41 SECONDS EAST, A RADIAL DISTANCE OF 94.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84 DEGREES 56 MINUTES 31 SECONDS, A DISTANCE OF 139.36 FEET;

THENCE SOUTH 07 DEGREES 09 MINUTES 14 SECONDS WEST, LEAVING SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 225.71 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 29 SECONDS WEST, A DISTANCE OF 343.98 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 915.01 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 534,054 SQUARE FEET OR 12.260 ACRES

EXHIBIT "A1"

Legal Description of JLB Part

A PORTION OF TRACT 3A AS SHOWN ON STATE PLAT NO. 16 CORE SOUTH, ACCORDING TO BOOK 324 OF MAPS, PAGE 50 AS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 2640.37 FEET;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 680.12 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 545.14 FEET TO A POINT ON THE SOUTH LINE OF THE MINOR SUBDIVISION PLAT FOR THE SEC SCOTTSDALE ROAD & UNION HILLS DRIVE, ACCORDING TO BOOK 1131 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, LEAVING SAID SECTION LINE, ALONG SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCOTTSDALE ROAD;

THENCE NORTH 45 DEGREES 04 MINUTES 44 SECONDS EAST, LEAVING SAID EAST RIGHT OF WAY LINE, CONTINUING ALONG SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 59.48 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 350.68 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, DEPARTING SAID SOUTH SUBDIVISION LINE, A DISTANCE OF 588.22 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 469.30 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 271,250 SQUARE FEET OR 6.227 ACRES, MORE OR LESS.

EXHIBIT "A2"

Legal Description of CRP Part

A PORTION OF TRACT 3A AS SHOWN ON STATE PLAT NO. 16 CORE SOUTH, ACCORDING TO BOOK 324 OF MAPS, PAGE 50 AS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, A DISTANCE OF 2640.37 FEET;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 680.12 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 469.30 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 588.22 FEET TO A POINT ON THE SOUTH LINE OF THE MINOR SUBDIVISION PLAT FOR THE SEC SCOTTSDALE ROAD & UNION HILLS DRIVE, ACCORDING TO BOOK 1131 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 90.39 FEET;

THENCE NORTH 84 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 98.99 FEET;

THENCE SOUTH 82 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 160.65 FEET TO THE POINT OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 47 DEGREES 23 MINUTES 41 SECONDS EAST, A RADIAL DISTANCE OF 94.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84 DEGREES 56 MINUTES 31 SECONDS, A DISTANCE OF 139.36 FEET;

THENCE SOUTH 07 DEGREES 09 MINUTES 14 SECONDS WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 225.71 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 29 SECONDS WEST, A DISTANCE OF 343.98 FEET;

THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS WEST, A DISTANCE OF 445.71 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINS 262,804 SQUARE FEET OR 6.033 ACRES, MORE OR LESS.

EXHIBIT "B"
DEVELOPMENT AREA BUDGET &
DEVELOPMENT PLAN AREA MAP

- Maximum Density of 24.55 du/ac = 24.55 * 12.26 acres = 301 units
- Maximum FAR of 0.14 FAR = 0.14 * 418,612 net square feet = 58,606 square feet

Area	Assessor Parcel Number APN	Acres (Gross)	Maximum Dwelling Units (Exclusive of FAR)	Dwelling Units Currently Built (Exclusive of FAR)	Maximum Square Footage- Commercial (Exclusive of Dwelling Units)	Square Footage Currently Built— Commercial (Exclusive of Dwelling Units)	Open Space	Frontage Open Space
JLB Part	215-07-004G (until subdivided)	6.033	301	0	0	0	52,822	22,465
CRP Part	215-07-004G (until subdivided)	6.227	0	0	58,606	0	34,334	39,297
Total Maximum for Entire Property		12.26	301	0	58,606	0	87,156	61,762

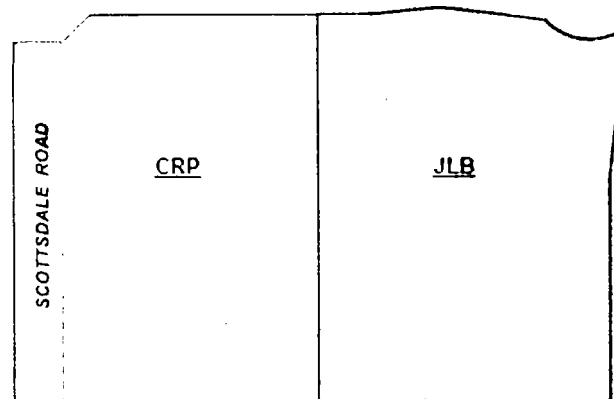


EXHIBIT B
Page 1 of 1

Contract No. 2016-182-COS
(Resolution No. 10637)

RESOLUTION NO. 10638

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 "CHAUNCEY MARKETPLACE 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 "Chauncey Marketplace Development Plan", attached as exhibit 'A', three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record. Said copies are ordered to remain on file with the City Clerk for public use and inspection.

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

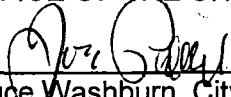
ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: _____
Carolyn Jagger, City Clerk

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

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



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

ATTACHMENT #6

Chauncey Marketplace Development Plan

Scottsdale Marketplace

Project Narrative/Development Plan

Rezoning Case

SEC of Scottsdale & Chauncey

Rezoning from Crossroads East PCD
to
PCD PRC PSD
with
Amended Development Standards
19-ZN-2002#4



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

Resolution No. 10638
Exhibit A
Page 2 of 41

Date: October 13, 2016

I. Purpose of Request

The request is for rezoning to amend the existing Crossroads East PCD/Planned Community District (19-ZN-2002/19-ZN-2002#2) comparable district of PRC/Planned Regional Center to allow for the development of a 12.26 +/- gross acre mixed-use development site located at the southeast corner Scottsdale Road and Chauncey Lane (the "Property"). The Crossroads East PCD has a Land Use Budget that allows developers to select the appropriate comparable zoning district at the time of development. The developer is seeking to utilize the PRC district, amending development standards (ie: minimum parcel size to 12 acres) similar to case 19-ZN-2002#3 to allow for the proposed mixed-use development. Additionally, the developer is requesting the PSD/Planned Shared Development overlay to allow for the cross-sharing of development standards between the commercial and residential components of the development plan. In summary, the requested zoning is PCD PRC PSD with amended development standards.

Note: The PSD overlay was approved by City Council on May 17th (case 7-TA-2014).

II. Development Plan Summary

The proposed mixed use development includes approximately 53,000 +/- s.f. of retail, office, service, restaurant and entertainment uses along with 301 +/- upscale residential units (gross density of 24.55 du/ac). The tree-lined access from Scottsdale Road will be the focal point of the project with enhanced paving and "on-street" parallel parking and shaded pedestrian connectivity giving an impactful procession from Scottsdale Road. Primary access for the multifamily will be provided via Chauncey Lane along the north, with secondary access and loading from 73rd Place along the east. Importantly, the site plan has been designed for vehicular and pedestrian connectivity to future development to the south. Parking will be provided in both surface lots and an above grade parking structure wrapped by residential units on the northeast portion of the site.

The 2002 Crossroads East master plan established a vision for this 1,000 +/- acre area north and south of the Loop 101. As part of the master plan, a Land Use Budget table was approved by City Council identifying the allowable zoning districts for the entire area including maximum acreage and residential densities. Subsequently, two cases were approved by City Council amending the original case; 19-ZN-2002 #2 added C-3 to the Land Use Budget Table and 19-ZN-2002#3 amended the PRC site development standards applicable to the NEC of Scottsdale & Chauncey just north of the subject Property.

III. Greater Airpark Character Area Plan / General Plan

The Greater Airpark Character Area Plan ("GACAP") was adopted in October 2010 by Scottsdale's City Council. The purpose of the GACAP is to establish "the vision for the Greater Scottsdale Airpark and provide the basis for Greater Airpark decision-making over a twenty-year timeframe." To achieve this, the City established a series of goals and policies to provide a framework for future development. The GACAP is divided into eight chapters each with its own focus and vision: Land Use, Neighborhood & Housing, Aviation, Community Mobility, Economic Vitality, Environmental Planning, Character & Design, and Public Service & Facilities. The following paragraphs ("responses") will highlight how this application meets the goals and policies of the GACAP. The rezoning request is in conformance with the GACAP as demonstrated below.

GACAP Definition:

Airpark Mixed Use Residential (AMU-R) areas are appropriate for the greatest variety of personal and business services, employment, office and institutional, cultural amenities, retail, hotel, and higher density residential. Developments in the AMU-R areas should be pedestrian-oriented have access to multiple modes of transportation and should be located outside of the Airport's 55 DNL contour. Residential and other sensitive uses should be a lesser component of development and include adequate sound attenuation. Design of residential uses in the areas south of the Central Arizona Project Aqueduct should support businesses and tourism uses, such as time-shares, multi family rental units and corporate housing.

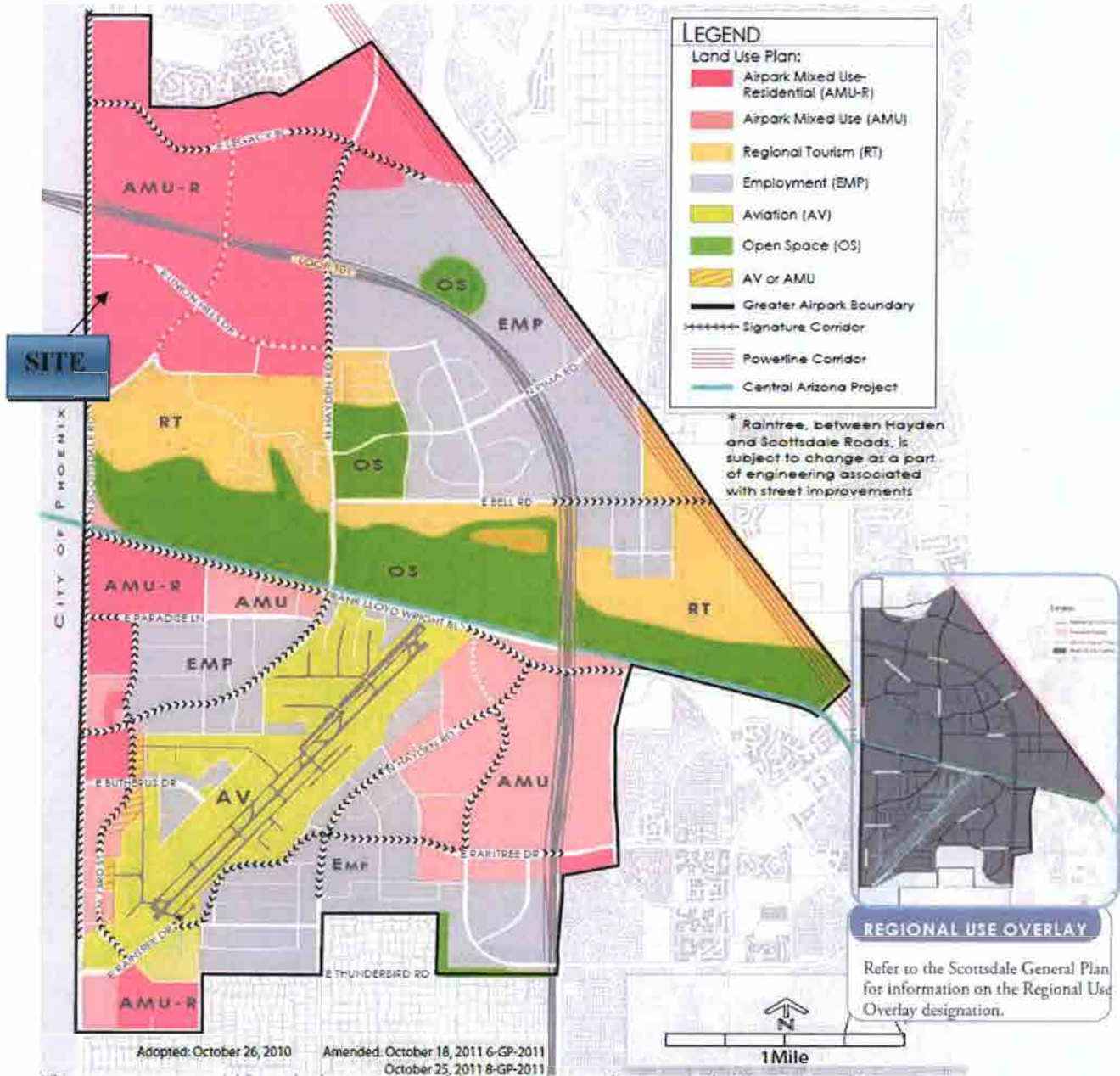
The Conceptual Development Type Map designates the Property as "Type C – Higher Scale" and "Regional Core" which is defined in the GACAP as follows:

Type C development represents medium to higher scale development which supports pedestrian activity in the Greater Airpark. Type C is encouraged in areas with access to multiple modes of transportation, served by regional transportation networks (i.e. freeways or transit corridors), and where the scale will complement the area's character. Type C development is appropriate in areas next to both Types C1 and B development. Type C is not recommended immediately adjacent to the Scottsdale Airport.

*The **Regional Core** designation denotes areas appropriate for the greatest development intensity in the Greater Airpark to support major regional land uses. Regional Core is only appropriate in Type C areas that are or will be served by high-capacity transit or a freeway. Regional Core areas should not be located adjacent to single-family residential areas or within Type A or B development areas [emphasis added].*

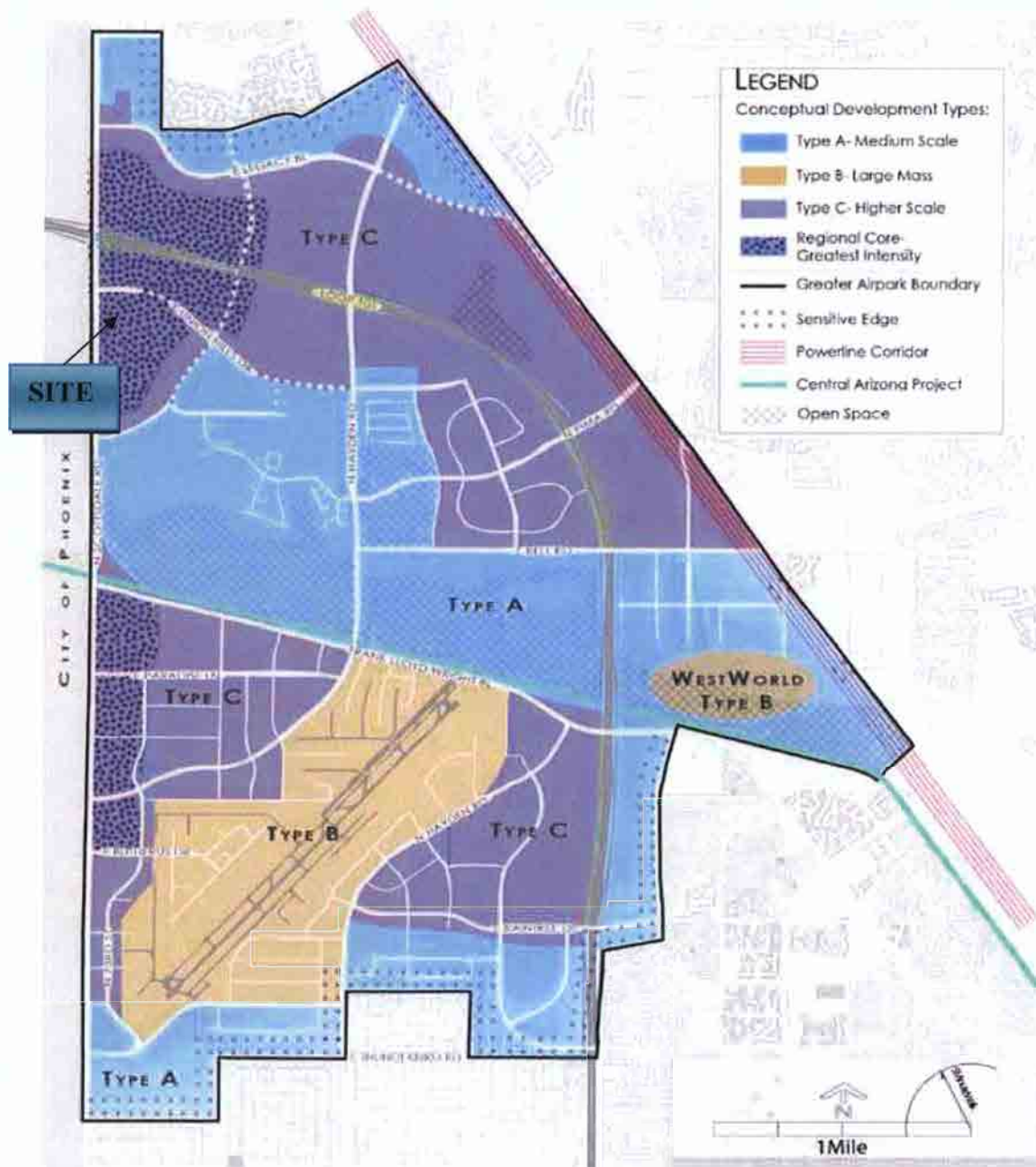
Greater Airpark Future Land Use GACAP Page 11

The Future Land Use Map guides the aspirational land uses and character of specific portions of the Greater Airpark. Policies for each designation are denoted in the Land Use, Aviation, and Character & Design Chapters.



Greater Airpark Development Types GACAP Page 17

Development Types guide the physical form of the Greater Airpark, and policies for each type are denoted in the Land Use Chapter.



This map presents a potential future development vision and does not constitute regulatory standards. All projects are subject to development review.

Land Use

Policy LU 1.1 Maintain and expand the diversity of land uses in the Greater Airpark

Response: The proposal for mixed-use development on the 12.26+/- acre site fulfills this goal by bringing commercial and residential to a prime Airpark location of Scottsdale. Characteristics of successful mixed-use developments include a range of land uses and promote the "live, work, play" philosophy. The proposed development accomplishes a range of goals including revitalizing vacant property, integrating high quality, vibrant architecture and site planning to the area, and creating pedestrian synergy that will complement the surrounding context.

Policy LU 1.2 Support a mix of land uses within the Greater Airpark that promote a sense of community and economic efficiency, such as clustering similar/supportive uses and incorporating residential intended for the area's workforce, where appropriate.

Response: Integrating the proposed multifamily land use will provide additional residential housing opportunities for the residents of Scottsdale in an employment and service core area of the City. The location of the Property not only provides an opportunity for housing in the employment core, but also connectivity to the retail, office, services and restaurants established in the nearby developments that will enhance their sustainability. The development will promote an integrated, sustainable character for the area contributing towards the live, work, play goals identified in the GACAP.

Policy LU 4.5 Greater visual variety and architectural interest should be considered in the design of the Greater Airpark's tallest buildings (Regional Core), particularly at the pedestrian level,

Response: The development intends to utilize up to 77 feet in height (for only 7% of the roof area) allowed by the PRC ordinance to create a unique 4-story residential community including a 6-story central garage structure with top floor amenities. The southwestern contemporary elevations are complementary to the character of the adjacent Scottsdale Airpark and range of architectural styles established in the area. The design reflects a "wrap" concept (residential buildings wrapping the above grade parking structure) with architecture that creatively carves out several courtyard spaces and private balconies for its residents to enjoy. The design creates more openness and interest than a traditional linear building design.

The mixed-use commercial component will include both single-story and three-story buildings including restaurants, office, services, retail and/or entertainment uses with ample use of shaded patio spaces connecting to the central core of the development. Together the project will create a sustainable, walk-friendly environment that takes advantage of the growing employment and retail base within the GACAP.

***Policy LU 7.2** Promote a greater mix of uses along identified Signature Corridors, which complement and are compatible with each respective land use designation.*

Response: Signature Corridors are designated on the Greater Airpark Future Land Use Plan and include Scottsdale Road which runs along the western edge of the site. Integrating a mix-use development in this location broadens the current range of land uses in the area and is ideally situated within the Regional Core – an area that, according to the GACAP, should have the greatest intensity of development.

***Policy LU 8.1** Recognize and promote the value of usable open space as part of the community's quality of life.*

Response: This project promotes the value of usable open space on several levels. The proposed mixed-use development will place emphasis on the pedestrian and create a walkable community and connectivity to the surrounding land uses. Additionally, the project provides abundant open space with 36% (151,799 s.f.) of the site as open space (this calculation excludes parking lot landscaping and private outdoor open space). On-site open space includes a lush entry promenade off Scottsdale Road, gathering spaces, amenities, private outdoor living spaces, perimeter landscape buffers, parking lot landscaping and meaningful pockets of internal open space to create privacy and a visual oasis for the residents and an attractive setting for the buildings.

Neighborhood & Housing

***Policy NH 2.1** Encourage developments, in Airpark Mixed Use Future Land Use Areas (AMU and AMU-R), to provide support services for current and future Greater Airpark residents, such as local markets, drugstores, and other essential services.*

Response: A wide range of support services can be already be found nearby in the neighboring commercial developments. The proposed mixed-use development will be a natural fit and complement the fabric of existing land uses along Scottsdale Road and within the GACAP.

***Policy NH 2.2** Encourage a variety of urban dwelling types and mixed-use development in areas designated Airpark Mixed Use-Residential in the Greater Airpark Character Area Future Land Use Plan that are compatible with and support the aviation and employment uses of the Greater Airpark.*

Response: The Airpark creates a unique opportunity to support a range of land uses that interrelate and balance the live, work, play concept. The integration of commercial and multifamily residential land uses on this site strengthens the overall employment core character of the Airpark. It builds upon the land use balance creating a strong sustainable employment and service node essential to the continued success of the GACAP and development along the Loop 101.

Policy NH 2.3 Incorporate gathering spaces and recreational opportunities into the design of mixed-use development to support a high quality of life for Greater Airport residents.

Response: The commercial portion of this mixed-use development is providing 22,319 s.f. of common area including gathering spaces and shaded promenade and the residential community is providing 64,304 s.f. of common area. Both the circulation plan and landscape plan show the open space, casual recreational areas and pedestrian corridors throughout development. Although these are two separate projects there will be a synergy and sharing of common spaces between the commercial and residential community.

The development provides design elements that cater to the pedestrian and provide an urban character through the use of building design, signage, connectivity, landscaping, open spaces, hardscape and lighting. The central open space area on the residential parcel shows a range of outdoor amenities including a pool, shaded cabanas, patio furniture and landscaping to create a resort-like feel. There are also several smaller courtyards providing passive recreational opportunities for the residents. The site has a network of sidewalks that connect from the street frontages in and around the commercial and residential buildings, providing linkages to the north and offering future connectivity to the south and east.

Policy NH 3.2

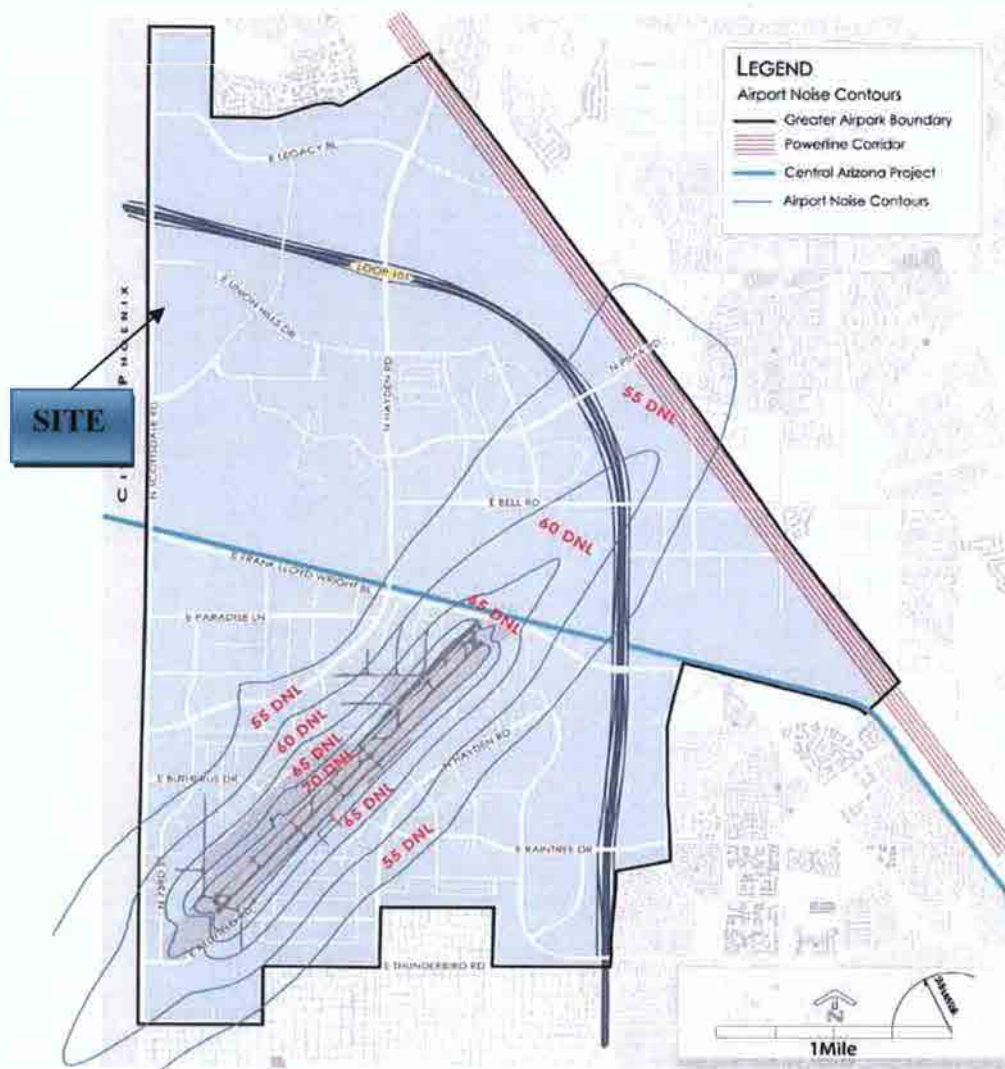
Incorporate residential into Airport Mixed Use-Residential Future Land Use Areas to reduce traffic congestion, improve air quality; and provide opportunities for workforce housing where:

- *Dwellings will not be adjacent to industrial uses that could be in conflict with residential uses;*
- *Dwellings will not lie within the 55 day-night average noise level (DNL) or higher areas established by the FAA; and*
- *Multi-modal transportation options will be incorporated into residential design.*

Response: The proposed dwelling units will be located well outside the 55 DNL line (see the Scottsdale Airport Noise Contours Map below) and designed with upgraded building materials and insulation to provide appropriate sound attenuation. Multi-modal transportation options will be available to the retail patrons and residents including, but not limited to walking, bicycling, driving and public transit. Scottsdale Road is designated as a “Pedestrian/Bicycle Corridor” and “Trails Corridor” in the GACAP.

Scottsdale Airport Noise Contours (2009)
GACAP Page 30

Noise contours surrounding the Scottsdale Airport denote day-to-night (DNL) average noise levels. Noise sensitive uses are not encouraged in 55 DNL and higher areas. These contours are often updated to reflect new noise levels as a result of new aircraft technologies.



Community Mobility

***Policy CM 6.5** Design corridors that accommodate and attract pedestrians and bicyclists, particularly in Airpark Mixed Use Future Land Use Areas and along Signature Corridors.*

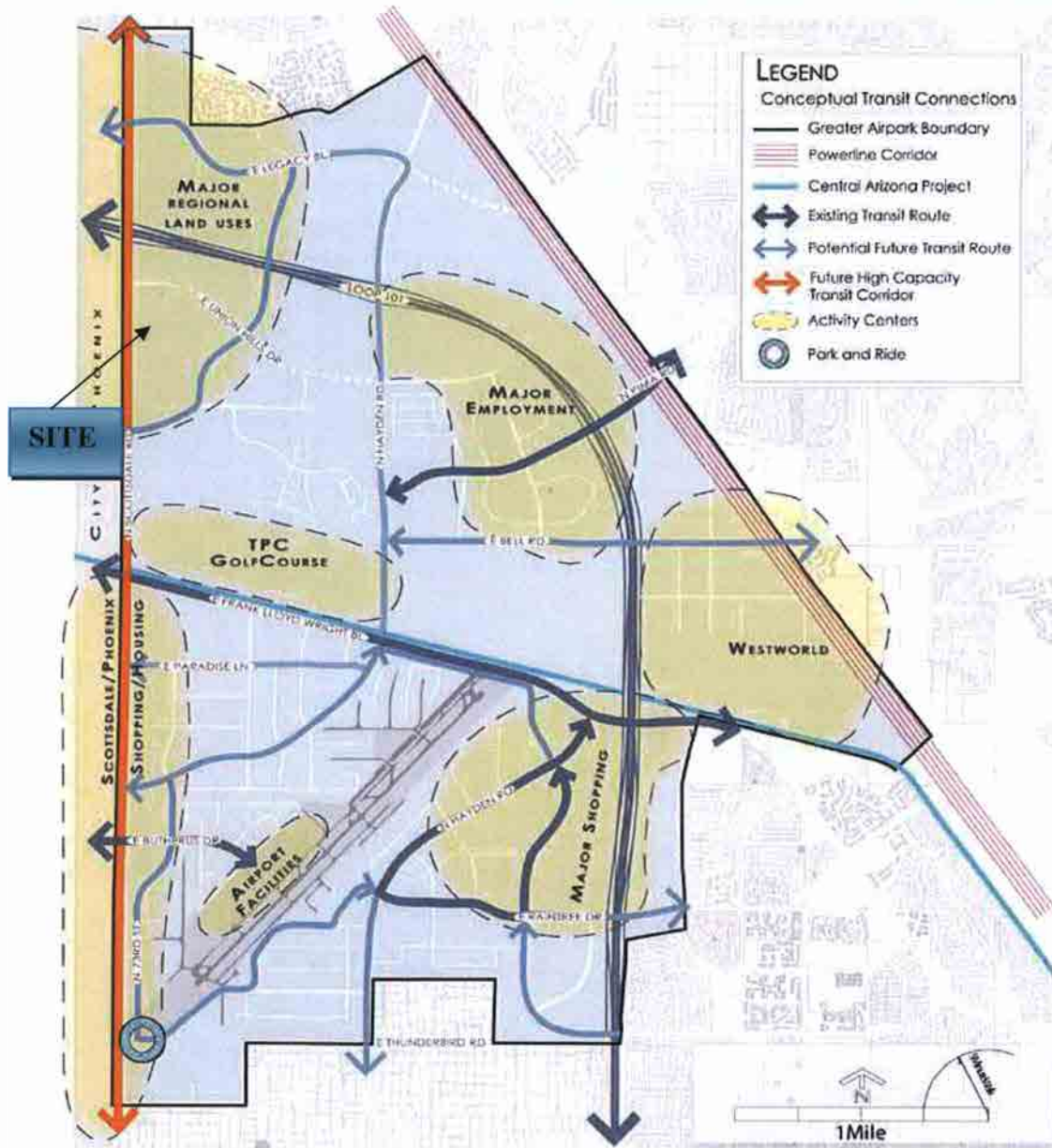
***Policy CM 7.2** Promote more sustainable modes of passenger transportation, such as alternative fuel vehicles, walking, biking, and/or other future technologies.*

Response: The site plan has been designed in a manner that pays particular attention to the pedestrian and bicyclist internally and along the perimeter of the site. The mixed-use nature of the proposed development promotes vehicular trip reduction and a sustainable, walkable community. Residential land use integrated in this Airpark location increases the efficient movement of people by locating them close to employment and retail services, thereby minimizing vehicular trips on the regional transportation network. The Greater Airpark Transit Connections Map (see below) designates this Property as a "Major Regional Land Use" area with adjacent transit corridor classifications (Scottsdale Road) connecting to Loop 101 and Frank Lloyd Wright.

All of these streets provide a framework for transit, pedestrian and bicycle connections in the immediate area. The development will create a sustainable, walk-friendly environment for its residents with functional, internal pedestrian connections between site amenities and other adjoining land uses. The site has a network of sidewalks that tie from the existing and planned sidewalks along Scottsdale Road, in and around the retail/commercial and residential buildings and to the existing retail to the east and west of the site (see Pedestrian Circulation Plan and Landscape Plan). A bike storage locker is provided in the parking structure for the residential community.

Greater Airpark Transit Connections GACAP Page 34

The map illustrates areas where transit connections exist, as well as, potential locations for future transit routes and transit centers in the Greater Airpark.



Economic Vitality

***Policy EV 1.1** Develop and implement long-term economic development strategies that maintain and enhance city revenue streams in order to balance the area's revenue generation with the cost of services and ensure financial stability now in the future.*

Response: The proposed mixed-use development achieves this policy on several levels. The construction of new commercial and residential multifamily on undeveloped property will generate significant building permit fees and revenue for the City of Scottsdale. Secondly, the integration retail and residential units in the Scottsdale Airpark area will increase retail sales and sales tax revenue for the City. Lastly, the proposed uses will provide jobs not only for the restaurants, employment, services and retail tenants but also for the management and operation of the residential community.

A key component of mixed-use synergy is having a range of uses within close proximity to one another. Residents require services, goods, food, and entertainment and draw from local businesses and resources. By creating a walkable environment, a land use balance is created which will strengthen the City's long-term economic stability of the Airpark area.

***Policy EV 2.5** Aggressively market the Greater Scottsdale Airpark as an ideal destination to live, work and play.*

Response: In keeping with the approved Crossroads East master plan, the land uses proposed under this application complements the existing mixed-use character of the area. The area as a whole creates a unique opportunity to foster interrelated land uses and promote the live, work, play concept, which is memorialized in the GACAP. Additionally, surrounding retail development and the nearby employment core provide regional appeal for future residents. This application responds responsibly to the site's surrounding land uses and a strong market demand for multifamily residential in this area. Current housing trends indicate a fundamental shift away from traditional homeownership and providing additional housing options for the residents of Scottsdale stimulates growth and stability in the economy.

Environmental Planning

***Policy EP 1.3** Promote landscape design and irrigation methods that contribute to water and energy conservation.*

Response: The landscaping for the proposed development will be in accordance with the existing City approved landscape palette found in nearby developments. Low water-use indigenous plants and trees will be used throughout the project. Turf areas will be limited to interior areas for active and passive recreation. Trees and landscaping will be used to provide shade within the parking lot and for the buildings, thereby reducing the heat-island and reducing overall energy consumption for cooling. Low voltage landscape lighting will be used throughout the site as an efficient way to light the pathways and landscape areas while still meeting the dark-sky ordinance.

Policy EP 4.2 Encourage all developments to respect and respond to the Sonoran Desert climate.

Response: Special attention has been given to the site planning and building aesthetic for this development proposal to uphold the distinctive character of Scottsdale and the Airpark area. The design envisioned for the Property will respect and enhance the unique climate and vegetation of the Sonoran Desert to help sustain our community and quality of life. The applicant's approach to the overall design is focused on providing harmony and compatibility with the visions and framework of the Airpark area, as set forth in the GACAP.

Policy EP 4.8 Building design should respect and enhance the Sonoran Desert context of the Greater Airpark using building orientation, landscape buffers, colors, textures, material and lighting.

Policy EP 5.4 Encourage landscape improvements that limit the amount of turf area and make optimal use of indigenous adapted desert plants.

Response: To further elaborate on the statements above, the commercial and residential buildings have been designed in a manner to respond to the Sonoran Desert climate through the use of solar shading, landscaping, recessed windows, articulation, material selection, textures, paint colors, scale and massing in balance with the surrounding community. The development proposal promotes a rich desert landscape palette in a contemporary theme that celebrates the unique character and quality of the Sonoran Desert while providing an attractive resort-like setting for the buildings.

Character & Design

Policy CD 1.1 Promote innovative, high quality design using specific design criteria associated with each Future Land Use Area in the Greater Airpark:

Airpark Mixed Use Future Land Use Areas (AMU & AMU-R)

The character of these areas is pedestrian-oriented, urban, and human-scale and features a variety of open spaces, gathering areas, and multi-modal transportation options. Multi-modal transportation should include bicycle and transit access connected to a pedestrian network to encourage social contact and interaction among the community. Design elements should be oriented toward people, such as the provision of shelter and shade for the pedestrian, active land uses at the ground floor/ street level, and a variety of building forms and facade articulation to visually shorten long distances. A variety of textures and natural materials is encouraged to provide visual interest and richness, particularly at the pedestrian level. Design of this Future Land Use Area should be based on a small city block layout with mid-block connections to promote greater walkability. The public realm may be activated through building and site design, orientation toward

the street, high-activity uses on the street level, and the integration of public art.

Response: The proposed development achieves this policy in the following ways:

- Mixed-use live, work, play philosophy enhanced with proposed combination of uses
- Building design includes context appropriate massing, architecture and materials
- Special attention given to pedestrian linkages both internal to the site and along the perimeter
- Compatibility with surrounding context
- Site and building design focuses on Sonoran Desert climate through the use of solar shading, recessed windows, articulation, material selection, textures, paint colors, scale and massing
- Open space maximized; development provides abundant open space with 151,799 s.f or 36% of the site.

Policy CD 1.2 Lighting should be designed to minimize glare, conserve energy, and accent the respective Future Land Use Area character.

Response: The on-site lighting will be designed in a manner to minimize glare and conserve energy while respecting and remaining consistent with the neighboring land uses. One of the lighting goals will be to provide appropriate low-level pedestrian scale lighting (bollard and foot lighting) for pedestrians. The lighting will be integrated with the abundant desert landscaping proposed with this development.

Policy CD 2.1 Establish a unified streetscape for identified Signature Corridors with unique imagery for each corridor.

Policy CD 2.1.4 Scottsdale Road Signature Corridor

The Scottsdale Road Signature Corridor, from the southern Greater Airpark boundary to Frank Lloyd Wright Boulevard, includes the Scottsdale Road Streetscape Design Guidelines which promote integration of Frank Lloyd Wright design philosophy, as well as the area's tradition of aviation. Streetscape design should be more formal in character and respond to the architecture, businesses, and design influences of adjacent uses. Gateways in this area should include interpretative elements that discuss Frank Lloyd Wright and/or the Airport. The area should have a more commercial feel and active street life.

The Scottsdale Road Signature Corridor, from Frank Lloyd Wright Boulevard to the northern Greater Airpark boundary, is a designated scenic corridor with distinct design guidelines, which reflect the transitional nature from urban to the native desert, while responding to sophisticated urban development and resort characteristics found in adjacent developments.

Response: The proposed development will highlight Scottsdale Road as a Signature Corridor and provide design elements that cater to the pedestrian and provide an urban character through the use of building design, signage, connectivity, landscaping, open spaces, hardscape and lighting.

***Policy CD 2.2** Signature Corridor streetscapes should provide continuity among adjacent uses through a comprehensive landscape design, including decorative paving, street furniture, public art, and integrated infrastructure improvements.*

Response: The proposed streetscape along Scottsdale Road will match the established landscape theme along this frontage (to the north and south) and tie into the proposed street frontages along Chauncey and 73th providing consistency for the overall development. Other elements such as decorative paving for sidewalks and pedestrian crossings will be integrated into the project hardscape where appropriate. All hardscape elements including paving and site furnishings will reinforce the developer's commitment to connectivity and establishing a strong pedestrian realm.

***Policy CD 2.3** In designated Signature Corridors, encourage pedestrian- and transit-oriented development, with parking and automobile access in the rear of the development, and short access paths to transit.*

Response: The proposed commercial component will be surface parked and the residential community's parking will be designed in a wrap configuration with the living units wrapping the central parking structure. The focus of the site and building design is on the pedestrian, and therefore, the location of the buildings and pedestrian connectivity takes precedence. The design encourages residents to walk, bike and utilize transit opportunities. As the Crossroads East master plan continues to develop these connections will be further emphasized.

IV. Scottsdale's 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.

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

Response: The contemporary, context appropriate building character and massing fits well with the surrounding development including the area automobile dealerships,

residential, retail and hotel uses. The proposed development will utilize a variety of Sonoran Desert appropriate textures and building finishes, incorporate architectural elements that provide solar shading and overhangs, and celebrate the Southwestern climate by creating outdoor living spaces for each unit, recreational amenities, and gathering places for its residents.

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

Response: The developer has taken special consideration in providing meaningful open space and recreational amenities for the residents and well-designed public spaces for the retail patrons. Approximately 3.48 acres of open space (36%) will be provided onsite with this mixed-use development.

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

Response: All landscaping will consist of low-water use desert appropriate landscaping materials. Respecting the Southwest's climate conditions, a variety of native materials and sizes will be integrated to create a layering effect to help mitigate the urban heat island effect.

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

Response: To the extent possible, the development will preserve and restore natural habitats and ecological processes through the inclusion of additional 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 should 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 both the perimeter and through the site is an important design feature of the proposed mixed-use development which is within close proximity to abundant retail, restaurant, employment, cultural and entertainment uses. The design of these public spaces will be contextually appropriate with surrounding developments and will comply with the GACAP.

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 located along Scottsdale Road, is within close proximity to Frank Lloyd Wright Boulevard and the Loop 101, all of which provide regional access.

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. A detailed pedestrian circulation plan is provided with the application showing connectivity to/from/along the site to the north, south, east and west as well internal connections.

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

Response: The proposed use of building massing is compatible to surrounding developments with the 4-story residential buildings and 6-story garage structure including top floor amenities on the east portion of the site stepping to the lower 1- and 3-story commercial retail buildings along Scottsdale Road. Building articulation and stepped massing promote a natural hierarchy. See the elevations, cross-section and stepback exhibits for more details.

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 abundant outdoor living spaces and amenities for its residents.

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

Response: This mixed-use development promotes land use sustainability by reducing vehicle trips and fostering pedestrian synergy. 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 design and plans to develop in accordance with green building standards where possible.

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 development 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 (see landscape plan). Context appropriate desert plant materials will be utilized with the development of the Property, consistent with the established vegetative pattern along Scottsdale Road and within the Crossroads East master plan and throughout the GACAP.

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 future residents and in conformance with City standards.

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.

V. PCD Findings (Sec. 5.2104)

Before approval or modified approval of an application for a proposed P-C District, the Planning Commission and the City Council must find:

A. *That the development proposed is in substantial harmony with the General Plan, and can be coordinated with existing and planned development of surrounding areas.*

Response: The proposed mixed-use development is in substantial harmony with the General Plan/GACAP as identified above and is compatible with the existing and planned development in the surrounding area. The Airpark is predominately an employment core area. Integrating the proposed mixed-use development will provide additional housing opportunities for the residents of Scottsdale in a growing employment and service core area of the City. The location of the Property not only provides an opportunity for housing in the employment core, but also connectivity to the retail and restaurants established as part of this mixed-use development as well as nearby developments that will enhance the overall sustainability of the Airpark. The development promotes an integrated, sustainable character for the area contributing towards the live, work, play goals identified in the GACAP.

B. *That the streets and thoroughfares proposed are suitable and adequate to serve the proposed uses and the anticipated traffic which will be generated thereby.*

Response: The street systems in place, adjacent Scottsdale Road and nearby Loop 101, are suitable and adequate to serve the proposed uses. A TIMA is provided with the application submittal providing a specific traffic analysis.

C. The Planning Commission and City Council shall further find that the facts submitted with the application and presented at the hearing establish beyond reasonable doubt that:

1. In the case of proposed residential development, that such development will constitute a residential environment of sustained desirability and stability; that it will be in harmony with the character of the surrounding area; and that the sites proposed for public facilities, such as schools, playgrounds and parks, are adequate to serve the anticipated population. The Planning Commission and City Council shall be presented written acknowledgment of this from the appropriate school district, the Scottsdale Parks and Recreation Commission and any other responsible agency.

Response: The school district has been notified and the area schools have adequate facilities to serve the additional residents.

2. In the case of proposed industrial or research uses, that such development will be appropriate in area, location and overall planning to the purpose intended; and that the design and development standards are such as to create an industrial environment of sustained desirability and stability.

Response: Not applicable.

3. In the case of proposed commercial, educational, cultural, recreational and other nonresidential uses, that such development will be appropriate in area, location and overall planning to the purpose intended; and that such development will be in harmony with the character of the surrounding areas.

Response: The proposed commercial component is situated on the western portion of the site along Scottsdale Road, which will provide appropriate access and visibility from this regional arterial transitioning to the eastern residential component of the mixed-use development. The overall design is intended to function seamlessly together as well as integrate with the surrounding mix of land uses and future land uses in the Crossroads East master plan.

VI. PCD Amended Development Standards

The developer is seeking to utilize the PRC district, amending development standards through the PCD similar to case 19-ZN-2002#3 to allow for the proposed mixed-use development. Following are the requested amendments for the proposed development plan. Additionally, see proposed property development standards and modified land use budget for Crossroads East (Schedule B) following the Conclusion below.

- Minimum parcel size decrease from 25 acres to 12 gross acres
- Establish 25' minimum setback from the property line on east side (73rd Place)
- Establish 20' minimum setback from the property line on north side (Chauncey Lane)
- Establish 10' minimum setback from the property line on south side
- Maximum building height increase from 60' to 77' for 6th floor clubhouse and fitness center (excluding mechanical)
- Land use budget table modification to overall PRC unit count, increase from 1,524 to 1,715 (additional 191 units)*
- Establish density to have a minimum gross land area of one thousand seven hundred and seventy three (1,733) square feet per dwelling unit from the allowed two thousand (2,000) square feet per dwelling unit. This equates to an allowable density of 25 units/acre.

The requested Amended Development Standards are necessary to create an energized, vibrant and successful commercial and residential mixed-use lifestyle center. The project utilizes best planning concepts in terms of creating a friendly, pedestrian scaled, vibrant main street promenade that will host a collection of some of the best restaurants and entertainment venues to be established in North Scottsdale along with a luxury residential community. The key to the success is to have an appealing residential and commercial aesthetic that creates a walkable village like atmosphere where residents are patrons of the commercial businesses and view them as amenities. Likewise, the concentration of residents in close proximity and neighboring hotel and residential to the north of the site, along with mass visual appeal from Scottsdale Road, will make this a successful gathering spot for the North Scottsdale community at large. The Scottsdale Marketplace is different than any development north of Frank Lloyd Wright and could be a model for future mixed-use development going forward.

Features in the Scottsdale Marketplace development feature a collection of restaurant and retail buildings that will be broken up with different heights, separation between buildings that will offer shaded dining areas, large patios for dining, a walkable main street promenade with dining and retail storefronts and an outdoor community gathering area that is twice the required size in the P-C district. Sensitivity has been shown to

reduce a visual sea of parking and create a closer relationship between the different uses. There will be a natural termination to the promenade at the opening to the residential office center, which will be highlighted with a structure, outdoor gathering area and vehicle drop off similar to a resort. The residential building has purposefully dramatic setback shifts in the elevations, stretching setbacks as far back as 105' to provide interesting facades, rather than flat blank walls. Thoughtfulness in terms of additional outdoor living space, courtyard space, dog parks, enlarged ground floor stooped patios and common areas increase the open space, when combined with outdoor patios, to 44%, more than double the required 20%. Increased building heights in specific location add interest to the sky line and afford an upstairs clubhouse and fitness center with uninterrupted views of the McDowell Mountains. The specific requests for standards are as follows:

*Note: The existing Crossroads East Land Use Budget allows 170 acres of PRC with a maximum 1,524 units or 8.96 du/ac (as uniformly allocated on a per acre basis). Therefore, the base density allowed by this Land Use Budget would equate to 110 units on 12.26+/- acres, which is also the number of units the Arizona State Land Department has allocated for the subject site. The request under this application is for 301 units, which is a 191-unit increase from the base maximum dwelling unit number in the PRC district. The request has been approved by ASLD.

The Crossroads East allowable density is calculated using 2,000 square feet per dwelling unit. This would allow for 267 units or 21 units/acre. Under the requested modification, density would be increased by reducing the square footage requirement of 2,000 to 1,773, which would allow for 301 units or 25 units/acre for an increase of 34 units. The request comes from a need to maximize the residential and retail opportunities. The more residential purchasing power on the site, the better chance for a mixed-use commercial success. Additionally, the unit sizes for this community are smaller (850 sf) than what was originally conceived, as the 21 unit/acre is a typical planning scheme that would encourage larger garden style, two-story flats and townhouses (1,200 sf typ). A low rise garden style community does not achieve the high-core density anticipated in the GACAP or the vibrant mixed-use development encouraged under the P-C District. Although the development would increase the density, the smaller units provide a building solution that remains less than the allowable building volume calculation and has nearly doubled the allowable open space from 20% to 36%. The increase in maximum building height up to 77' is for only 7% of the total roof area for the clubhouse and fitness amenities as shown on the roof exhibit submitted with the application. This increase allows for a dramatic viewing deck from the clubhouse, fitness center and outdoor pool and deck. The negative edge pool on top of the garage will be a spectacular amenity, not quite seen in Scottsdale. The setback and stepbacks proposed under this application are far greater than the development standards that were approved for the property to the north (19-ZN-2002#3). Cross section exhibits are provided with the application to better depict the edge condition for Scottsdale Marketplace. There are no specific standards for side yards in the PRC property development standards, and therefore, the dimensions specified above, and included with the property development standards for this application, will provide a more clear development standard condition

for these edges. The front yard requirements along Scottsdale Road will not only be met, but exceeded, in terms of both setbacks and stepbacks.

From a design standpoint, the building “fingers” allow for meaningful courtyard open spaces and view corridors from each unit, as well as create a visually interesting building design with movement vs. a static flat building mass. Each residential courtyard design is unique, creating different views and passive recreational opportunities. There is a large meditation area, ample sun bathing deck area, shade cabanas, and BBQ’s planned for the central residential courtyard, a fenced-in dog park planned along the east side of the building, and numerous seating areas nestled within the lush desert landscaping to be enjoyed by the residents. Further, the ground level units will be designed with a large walk-out stoop and front door access, which will provide activity along the ground level around the building.

The overall project open space provided, including private outdoor patios and balconies, is 178,264 s.f. or 44% of the site, which exceeds the requirement of 20%. Additionally, the internal oriented courtyard requirement of the PRC district is 1% of the net site area, or in this case 4,189 s.f., and the proposed development plan provides an internal courtyard area of 2%, approximately 8,838 s.f., over twice the requirement; connecting the residential and commercial components of the development plan both visually and physically. See plaza plan submitted with the application.

VII. Conclusion

In summary, the request is for rezoning to amend the existing Crossroads East PCD/Planned Community District (19-ZN-2002/19-ZN-2002#2) comparable district of PRC/Planned Regional Center to allow for the development of a 12.26 +/- gross acre mixed-use development located at the southeast corner Scottsdale Road and Chauncey Lane. The request also includes amended development standards to allow for the proposed mixed-use development plan and the PSD/Planned Shared Development overlay to allow for the cross-sharing of development standards between the commercial and residential components of the development plan.

Integrating the proposed multifamily and commercial mixed-use land use will provide additional housing opportunities for the residents of Scottsdale along with a connective retail/commercial development in a predominately employment and service core area of the City. The location of the Property not only provides an opportunity for mixed-use development in an employment core, but also connectivity to the retail and support services already established in the nearby developments that will enhance their sustainability. This development will promote an integrated, sustainable character for the area contributing towards the live, work, play goals identified in the GACAP.

SCHEDULE B
CROSSROADS EAST (19-ZN-2002#4)

LAND USE BUDGET
CHANGES ARE SHOWN IN **BOLD, UPPERCASE AND STRIKETHROUGH**

Category	Zoning	Permitted Zoning Districts Within Planning Units*				Gross Acreage by Zoning	Maximum Dwelling Units per Gross Acre (du/ac)	Maximum Allowable Dwelling Units
		I	II	III	IV			
Employment	I-1	P	P	P	P	477	NP	NP
Employment	C-O	P	P	P	P	91	NP	NP
Mixed Use	PRC	P	NP	NP	P	170	See Schedule C	1524 1715
Commercial	PCoC	P	P	P	P	2	NP	NP
Commercial	PCC	P	P	P	P	12	4	48
Commercial	C-2/C-3 (1,2,3)	P	P	P	P	156	NP	NP
Residential	R-5	P	P	P	P	122	23	2806
TOTAL						1000		4378 4569

* See Schedule D
P – Permitted
NP – Not Permitted

Notes:

1. PCoC and C-2/C-3 development standards are comparable to the C-2 zoning district amended development standards shown in Schedule C.
2. C-2/C-3 zoning includes 123 acres previously zoned C-3.
3. C-3 Comparable districts shall be placed at least 600 feet from any off-site (outside Crossroads East boundary) residential, resort, hotel, timeshare or motel uses.

JLB – Scottsdale and Chauncey

Crossroads East

Sec. 5.2604. - Property development standards.

The following property development standards shall apply to all land and buildings in the PRC District.

A. Floor area ratio.

1. In no case shall the gross floor area of a structure, **EXCLUDING RESIDENTIAL**, exceed the amount equal to eight-tenths (0.80) multiplied by the next lot area of the PRC site in square feet. ~~Gross office floor area shall not exceed forty (40) percent of the total gross floor area of nonresidential buildings. The gross floor area of dwellings shall not exceed fifty (50) percent of the gross floor areas of the nonresidential buildings.~~
2. Residential and hotel uses either vertically or horizontally integrated with the commercial retail or office buildings shall be allowed and shall not be included in computing the total gross floor area for commercial retail or office uses.

B. Volume ratio. In no case shall the volume of any structure exceed the product of the net lot area of the PRC site in square feet multiplied by sixteen (16) feet.

C. Open space requirement.

1. In no case shall the open space requirement be less than fifteen (15) percent of the net lot area of the PRC site within each Planning Unit and shall not be required to exceed twenty (20) percent of the net lot area of the PRC site within any one Planning Unit. Open space shall be in general conformance with an open space plan to be approved as part of the master plan approval process as set forth in **THE STIPULATIONS FOR CROSSROADS EAST**. ~~section 2.00 of the Stipulations attached as Exhibit B.~~
2. Planned regional centers shall have a portion of the development oriented towards a courtyard or mall with buildings enclosing the courtyard, an opening onto the courtyard from at least three (3) sides. The courtyard or mall shall be a minimum of one (1) percent of the net lot area of the PRC site in square feet. The courtyard or malls shall be considered open space.
 - a. If, in the opinion of the Development Review Board, a suitable alternative design solution is presented, the courtyard requirement may be waived.
3. Open space required under this section shall be exclusive of parking lot landscaping required under the provisions of article IX of this ordinance.

D. Building height.

1. No building shall exceed ~~sixty (60)~~ **SEVENTY SEVEN (77)** feet in height as measured from the first finished floor elevation except as otherwise provided in article VII. ~~of this subsection.~~
2. Any building located in a PRC zone which was constructed to a height of sixty (60) feet prior to the effective date of this ordinance, in compliance with the then existing zoning

provisions, an which is destroyed of damaged may be rebuilt to the height at which it was originally constructed.

3. Where the City Council determines that a freestanding ornamental monument meets the criteria set forth below to justify a height greater than that normally allowed within the PRC zone, the City Council may approve a height for a freestanding ornamental monument in excess of the height allowed in the PRC zone. A freestanding ornamental monument shall not include signage.
 - a. The Development Review Board and Planning Commission shall review and pass a recommendation on to the City Council based upon the following criteria:
 1. Amended height for such monument shall be based on the context and character of the site and surrounding area including proximity to the adjacent freeway.
 2. Such monument shall take into account Scottsdale's history and location within the Sonoran Desert environment.
 3. Such monument shall be designed so as to provide a focal point, which provides scale and balance to a particular site.
 4. Such monument will be considered a community amenity and add to the city's quality of life.
 5. Such monument shall be accessible by pedestrians and not isolated in site design.

E. Density.

1. Hotels or motels shall provide a minimum gross land area of two thousand (2,000) square feet of land area per guest room.
2. ~~Dwellings shall provide a minimum gross land area of two thousand (2,000) square feet per dwelling unit. Floor area devoted to dwellings shall not be included in calculating maximum floor area as provided in sections 5.2604A.~~ **THE DENSITY SHALL NOT EXCEED 25 DWELLING UNITS TO THE GROSS ACRE.**

F. Yards.

1. Front Yard/ **SCOTTSDALE ROAD.**
 - a. A minimum of twenty-five (25) percent of the total open space requirement shall be provided as frontage open space within the scenic corridor on Scottsdale Road to provide a setting for the buildings, visual continuity within the community, and a variety of spaces in the streetscape, except that the frontage open space shall not be required to exceed fifty (50) square feet per one (1) foot of public street frontage, and shall not be less than thirty (30) square feet per one (1) foot of public street frontage.
 - b. Buildings more than thirty-six (36) feet in height shall be set back a minimum of two (2) feet for each foot of building height from the perimeter of the PRC site.
2. Side and Rear Yards. **THERE SHALL BE A MINIMUM SETBACK OF TWENTY (20) FEET ALONG CHAUNCEY LANE FROM THE NORTH PROPERTY LINE; A MINIMUM SETBACK OF TWENTY-FIVE (25) FEET ALONG 73RD FROM THE EAST PROPERTY LINE; AND A MINIMUM SETBACK OF FIFTEEN (15) FEET**

FROM THE SOUTH PROPERTY LINE. ~~Buildings thirty-six (36) feet or less in height shall be set back not less than fifty (50) feet from any residential zoning district. Buildings more than thirty-six (36) feet in height shall be set back not less than two (2) feet for each foot of building height from any adjacent residential zoning district.~~

3. All operations and storage shall be conducted within a completely enclosed building or within an area contained by a wall or fence as determined by site plan or Development Review Board approval.
- G. Property size. The gross land area on which there is a PRC development shall not be less than ~~twenty-five (25)~~ **TWELVE (12) GROSS** acres.
- H. Remodeling or rezoning of existing shopping centers. None of the above criteria shall be reasons to deny applications to reconstruct, remodel or make additions to an existing shopping center, or to rezone an existing shopping center to PRC. Applications for additions to existing shopping centers shall not require compliance, except that portions of the site upon which an addition is proposed shall comply with all provisions hereof.



Resolution No. 10638
Exhibit A
Page 28 of 41



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SCOTTSDALE
MARKETPLACE

SCOTTSDALE,
ARIZONA

ADDRESS:
SHEEP CREEK FUTURE PHASE 2
CHANCELLOR LANE

1/20/2019

CONTEXT
AERIAL

19-ZN-2002 #4
06-09-2016

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BOOTHSALE, IL 60011

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LGE
DESIGN BUILD

JLB
SCOTTSDALE
MARKETPLACE
SCOTTSDALE,
ARIZONA
ADDRESS
SEC. OF SCOTTSDALE RD. &
CHALMUR LANE

OPEN SPACE
PLAN

19-ZN-2002 #4
06-09-2016

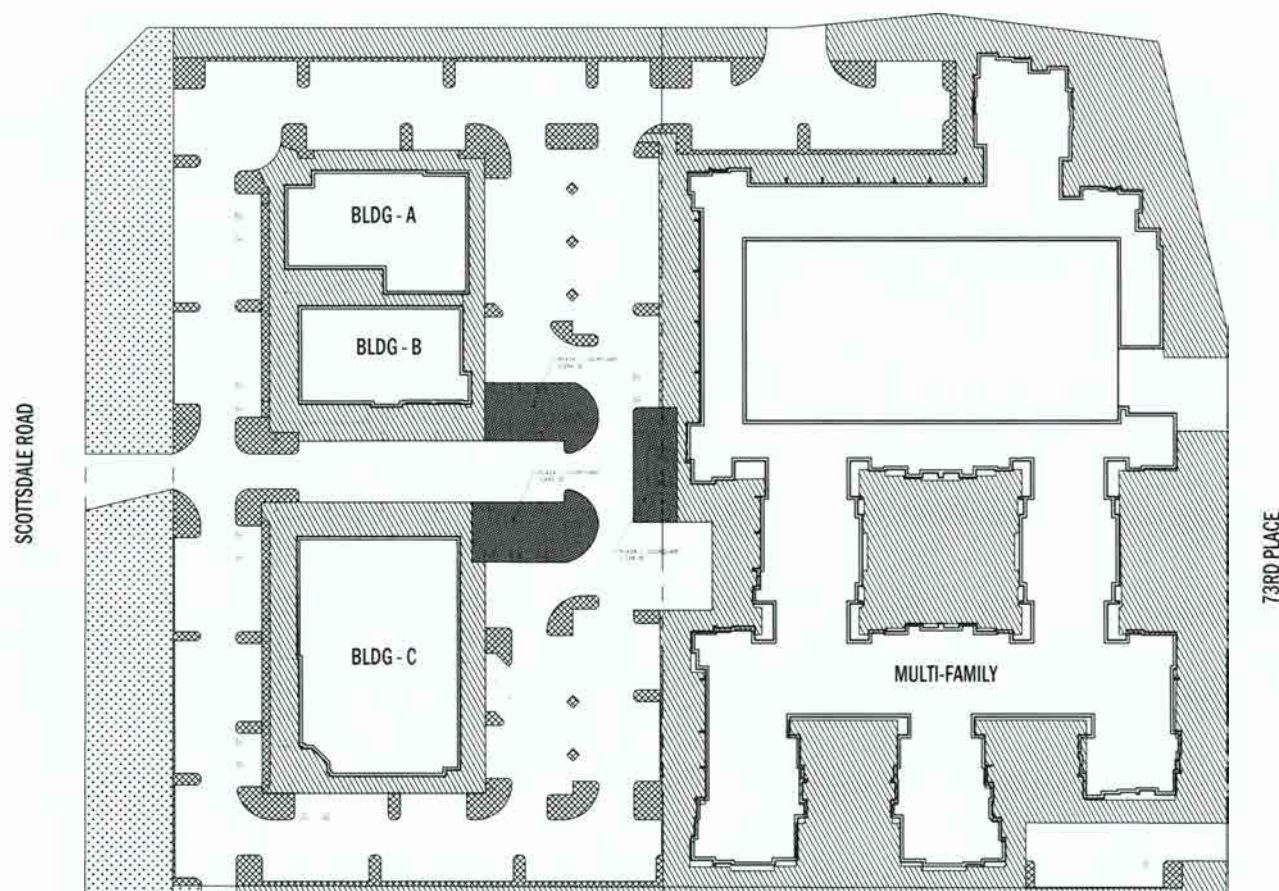
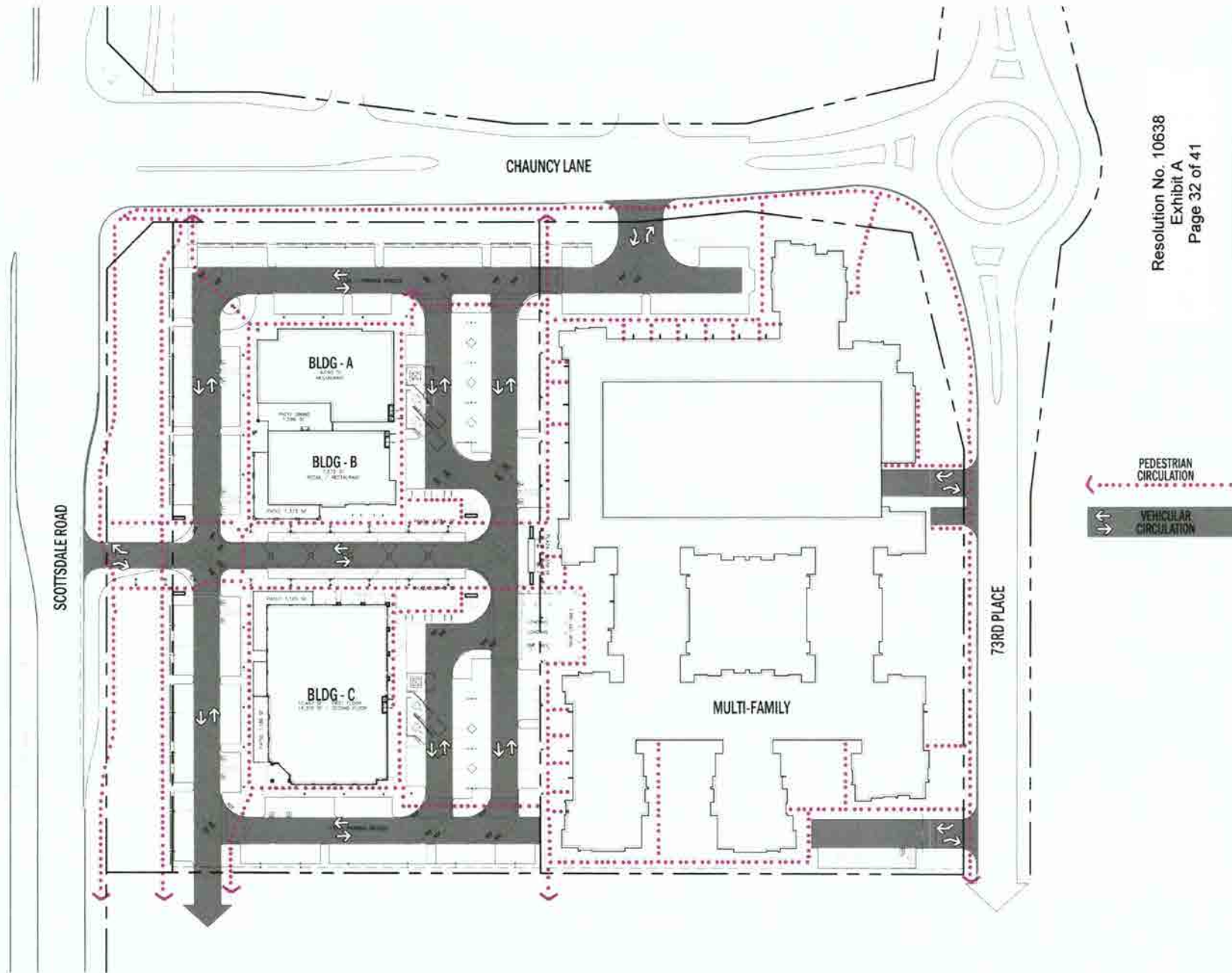
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Figure 1 shows five types of fill patterns used in the study, each with a corresponding label and a small diagram of the pattern:

- (a) Random dots: A square containing a random distribution of small black dots.
- (b) Parallel lines: A square containing parallel diagonal lines sloping from the top-left to the bottom-right.
- (c) Cross-hatch: A square containing a cross-hatch pattern of intersecting horizontal and vertical lines.
- (d) Diagonal lines: A square containing parallel diagonal lines sloping from the top-right to the bottom-left.
- (e) Fine grid: A square containing a fine grid of small squares.



Resolution No. 10638
Exhibit A
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SCOTTSDALE
MARKETPLACE

SCOTTSDALE, ARIZONA

ADDRESS
1800 OF SCOTTSDALE HWY &
CHAUNCY LANE

15277
10.23.2016

PEDESTRIAN
CIRCULATION
PLAN

19-ZN-2002 #4
06-09-2016



Resolution No. 10638
Exhibit A
Page 33 of 41

LGE
DESIGN BUILD

CHAUNCEY LANE
SCOTTSDALE, ARIZONA

BUILDING A & B- WEST ELEVATIONS
SCALE: 1/8" = 1'-0"



BUILDING A&B - NORTH ELEVATIONS
SCALE: 1/8" = 1'-0"

CONCEPT PHOTOS



**CONCEPT
ELEVATIONS
BLDG- A&B
V01M**

project # 13029
2018 . 09 . 15

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LGE
DESIGN BUILD
CHAUNCEY LANE
SCOTTSDALE, ARIZONA

BUILDING C - WEST ELEVATIONS
SCALE: 1/8" = 1'-0"



BUILDING C - NORTH ELEVATIONS
SCALE: 1/8" = 1'-0"

CONCEPT PHOTOS



CONCEPT
EXTERIOR ELEVATIONS
BLDG - C
v01M

project # 15029
2016.09.15

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Resolution No. 10638
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ELEVATION MATERIAL LEGEND	
1	STUCCO FINISH SYSTEM COLOR - SW 7017 POUTGE
2	STUCCO FINISH SYSTEM COLOR - SW 7006 EXTRA WHITE
3	STUCCO FINISH SYSTEM COLOR - SW 6149 RELAXED KHAKI
4	NOT USED
5	FINISHED BLOCK MASONRY UNITS 0.5" BRICK COCOA BROWN
6	MOHAW VINTAGEWOOD SIDING - CEDAR
7	PAINTED METAL RAILING



Resolution No. 10638
Exhibit A
Page 34 of 41

DEVELOPMENT TEAM
JLB
FOR TOWN
LGE
DESIGN BUILD

DESIGN TEAM
HENSLEY LARSEN RACHEL, INC.
A13 DESIGN STUDIO
COLLABORATIVE V.
DESIGN STUDIO INC.
KIMLEY-HORN & ASSOCIATES

CHAUNCEY LANE MARKETPLACE

FOR DEVELOPMENT REVIEW
BOARDS APPROVAL ONLY

10.07.2019
DRS PROJECT NO.
1136(PA-1)

ADDRESS
860 E. SCOTTSDALE RD &
CHAUNCEY LANE
SCOTTSDALE, ARIZONA

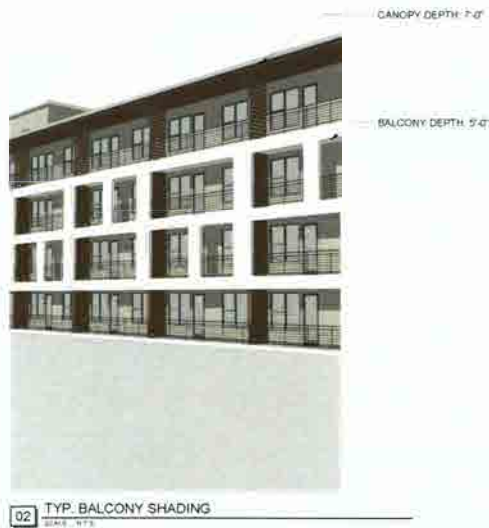
MULTI-FAMILY
ELEVATIONS



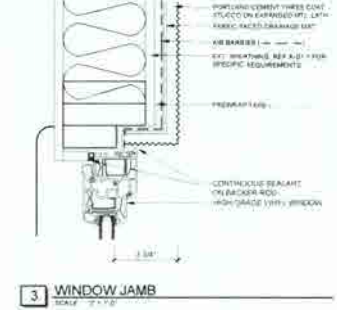
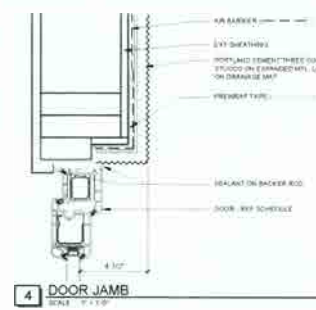
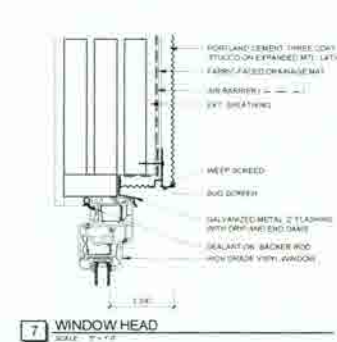
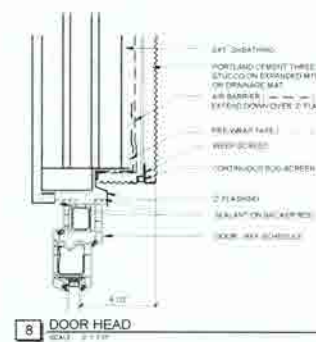
6 PRIMARY CORNER BALCONY SHADING
SCALE: 1/4" = 1'-0"



5 SECONDARY CORNER BALCONY SHADING
SCALE: 1/4" = 1'-0"



02 TYP. BALCONY SHADING
SCALE: 1/8" = 1'-0"



NOTE:
1. ABOVE ARE TYPICAL PATIO DOOR AND WINDOW DETAILS SHOWING RELATION OF GLAZING TO FACE OF BUILDING FINISH

HLR ARCHITECTS
HENRIEY LAWSON RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRMC.NET
PH: 302.226.9400

AV3 design studio
AVDESIGNSTUDIO.COM
PH: 302.226.9400

COLLABORATIVE DESIGN STUDIO
COLLABORATIVE DESIGN STUDIO, INC.
1119 EAST 10TH AVE. SUITE 100
SCOTTSDALE, AZ 85261
PH: 302.226.9400

Resolution No. 10638
Exhibit A
Page 35 of 41

LGE DESIGN BUILD

JLB
SCOTTSDALE
MARKETPLACE
SCOTTSDALE, ARIZONA
ADDRESS:
REC OF SCOTTSDALE HOE
CHANDLER, ILLINOIS
06/01/2016

SHADING
DOOR &
WINDOW
DETAILS



Resolution No. 10638
Exhibit A
Page 36 of 41



HENSLEY LARSON RACHEL, INC.
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(972) 512-2840



AV3DESIGNSTUDIO.COM
800.525.8277



COLLABORATIVE V
DESIGN STUDIO INC.
11111 KENNEDY BOULEVARD, SUITE 100
SCOTTSDALE, AZ 85258
(480) 347-0090



SCOTTSDALE
MARKETPLACE

(SCOTTSDALE)
ARIZONA
ROBERT S.
1801 CH. SCOTTSDALE, WIS. &
CHAUNCEY L. MAR
(480) 347-0090

MULTI-FAMILY
PERSPECTIVE

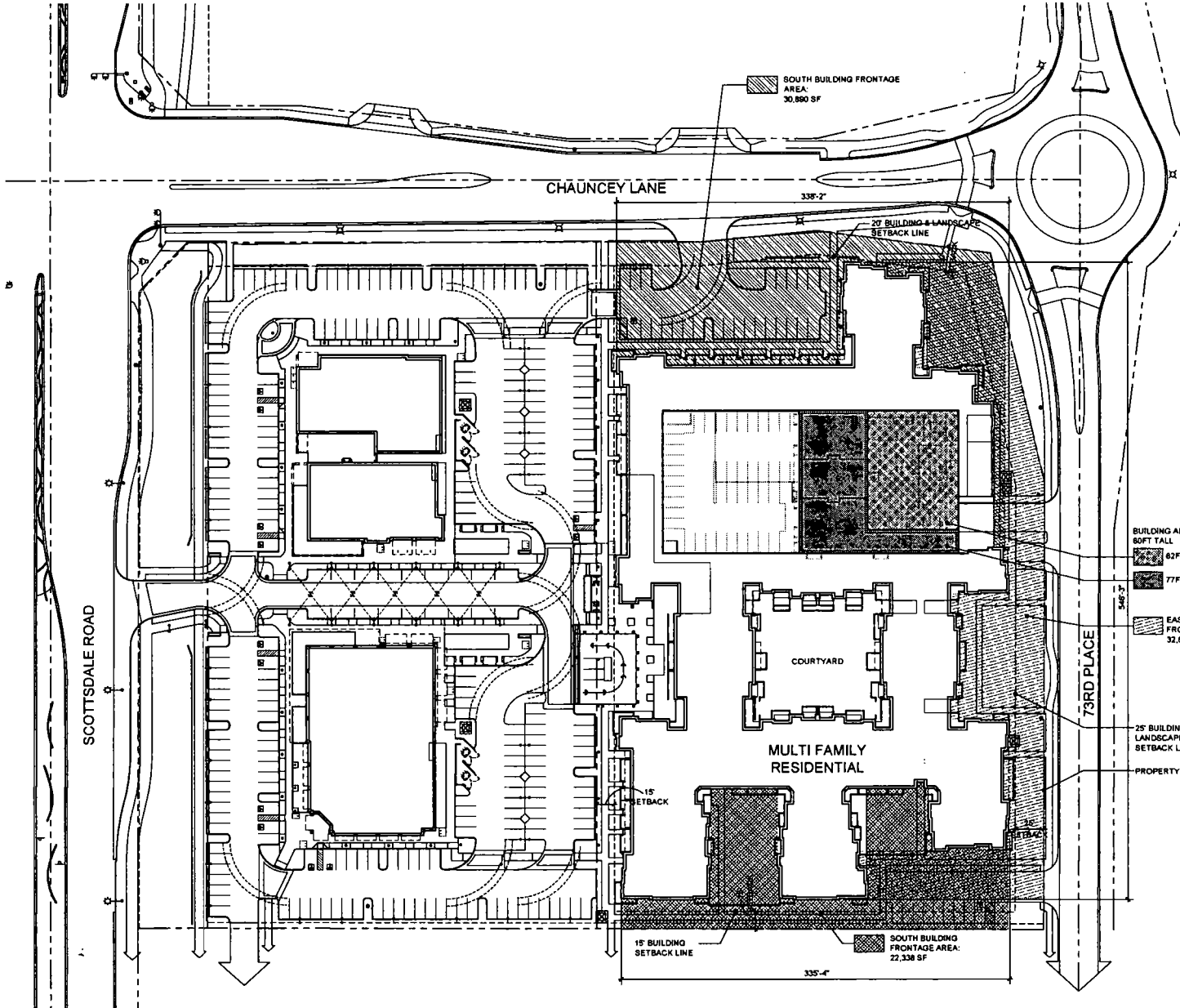


DESIGN TEAM:
HEWLETT LAMON RACHEL, INC.
AV2 DESIGN & STUDIO
COLLABORATIVE V.
DESIGN & STUDIO INC.
HEWLETT LAMON & ASSOCIATES

CHAUNCEY LANE MARKETPLACE

FOR DEVELOPMENT REVIEW
BOARD APPROVAL ONLY
10.07.2018
CWB PROJECT NO.
1138-PA-15
ADDRESS
SEC. OF SCOTTSDALE RD &
CHAUNCEY LANE
SCOTTSDALE, ARIZONA

AVERAGE
SETBACK &
BLDG HEIGHT
EXHIBIT



AVERAGE BUILDING SETBACK	
AVE. SETBACK - PROPERTY LINE TO BUILDING	
NORTH (CHAUNCEY):	93'-5"
EAST (73RD PLACE):	61'-10"
SOUTH:	64'-6"
COMBINED AVERAGE:	71'-2"

BUILDING ABOVE 60'	
AREA OF BUILDING MORE THAN 60' TALL:	
BUILDING AREA ABOVE 60FT:	16,977 SF
BUILDING AREA TOTAL:	117,013 SF
PERCENT TALLER THAN 60FT:	14.4%

BUILDING AREA ABOVE 60' TALL	
62' FT TALL (8,185 SF)	
77' FT TALL (8,782 SF)	
EAST BUILDING FRONTAGE AREA: 32,838 SF	

01 SITE PLAN
SCALE: 1"=4'





CONCEPTUAL STREETSCAPE PHOTOS



Resolution No. 10638
Exhibit A
Page 38 of 41

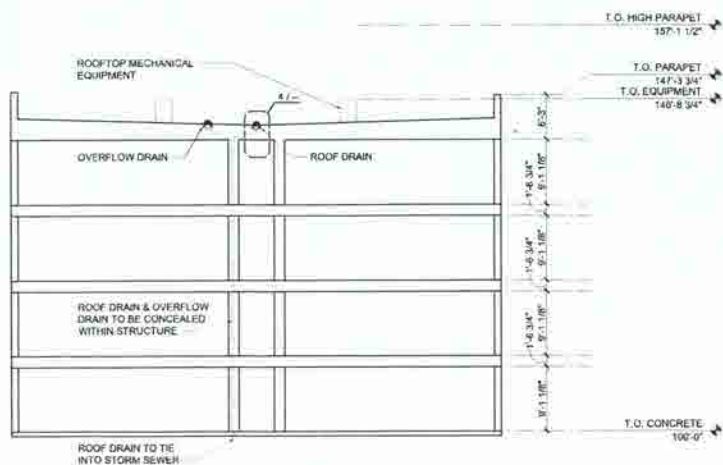
PLAZA PLAN
SCALE: 1/16" = 1'-0"



CONCEPTUAL STREETSCAPE PHOTOS



04 ROOF DRAIN DETAIL
SCALE: NTS



03 ROOF DRAINAGE & MECHANICAL SCREENING EXHIBIT
SCALE: 1/8\"/>



02 SCENIC CORRIDOR TYP. DETAILS - RIP RAP & FENCING
SCALE: NTS



01 SCENIC CORRIDOR TYP. DETAILS - RIP RAP & FENCING
SCALE: NTS



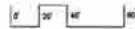
SCOTTSDALE ROAD - STREETSCAPE ELEVATION



SCALE: 1" = 40'-0"



CHAUNCEY LANE - STREETSCAPE ELEVATION



SCALE: 1" = 40'-0"

Resolution No. 10638
Exhibit A
Page 40 of 41

DEVELOPMENT TEAM

JLB
PARTNERS

LGE
DESIGN BUILD

DESIGN TEAM

KENNELLY LAMPA ENGINEERS, LLC

AND DESIGN STUDIO

COLLABORATING WITH

DESIGN STUDIO THE

KIRBY-HORN & ASSOCIATES

CHAUNCEY LANE
MARKETPLACE

SEAL



DATE: 03.20.18

DWG PROJECT NO:

1138-00-13

ADDRESS:

100 S. SCOTTSDALE RD. A

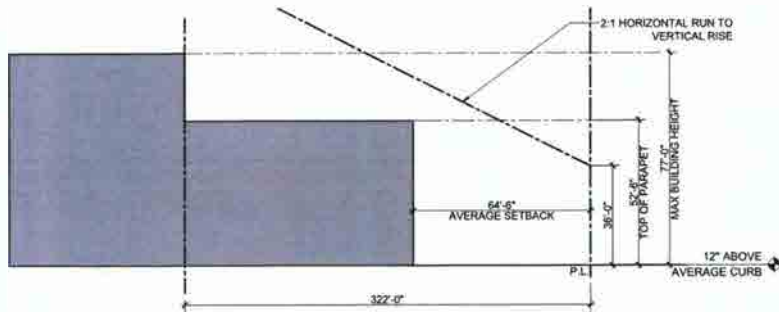
CHANDLER, ARIZONA

SCOTTSDALE, ARIZONA

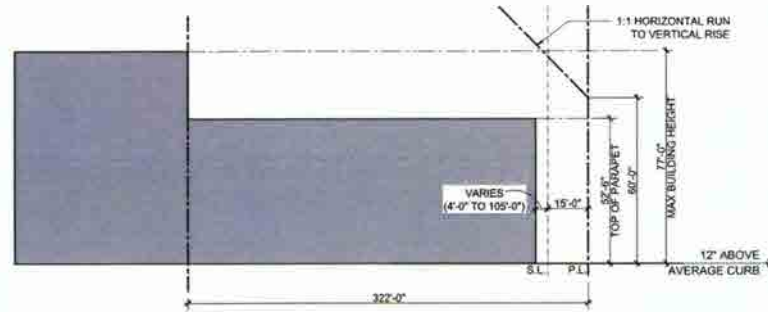
STREETSCAPE
ELEVATIONS

COPYRIGHT 2018

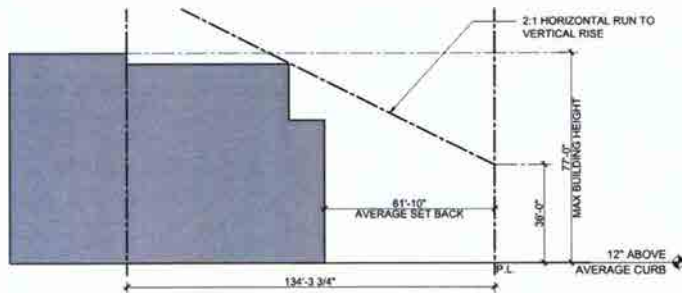
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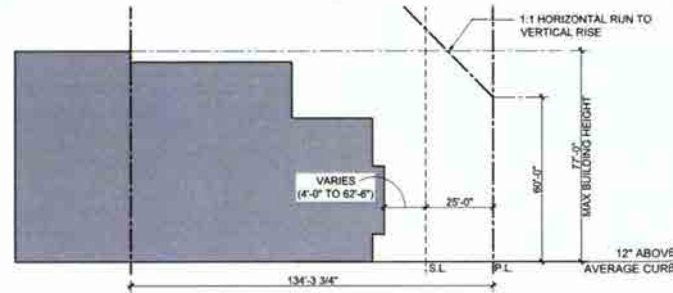
07 BLDG. STEP BACK EXHIBIT C - SOUTH - 2:1 @ 36'
SCALE: N.T.S.



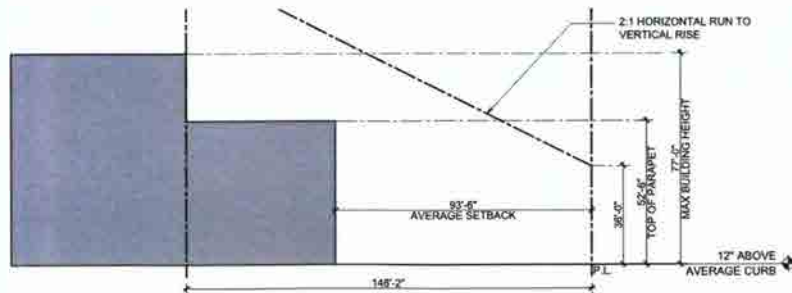
04 BLDG. STEP BACK EXHIBIT C - SOUTH - 1:1 @ 60'
SCALE: N.T.S.



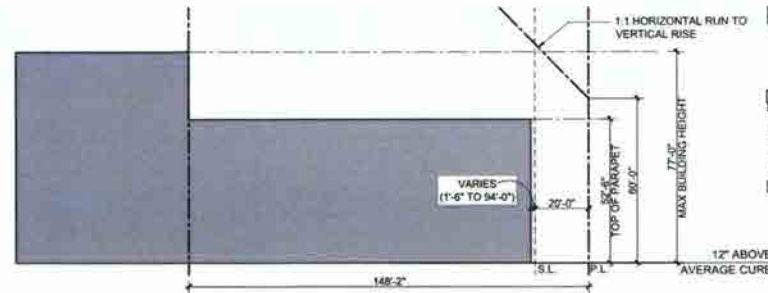
06 BLDG. STEP BACK EXHIBIT B - EAST - 2:1 @ 36'
SCALE: N.T.S.



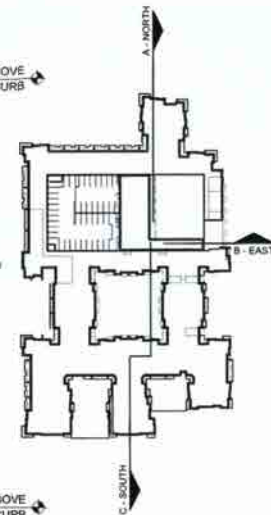
03 BLDG. STEP BACK EXHIBIT B - EAST - 1:1 @ 60'
SCALE: N.T.S.



05 BLDG. STEP BACK EXHIBIT A - NORTH - 2:1 @ 36'
SCALE: N.T.S.



02 BLDG. STEP BACK EXHIBIT A - NORTH - 1:1 @ 60'
SCALE: N.T.S.



01 KEY PLAN
SCALE: N.T.S.

Resolution No. 10638
Exhibit A
Page 41 of 41

DEVELOPMENT TEAM
JLB
PARTNERS

LGE
DESIGN BUILD

DESIGN TEAM
HINLEY LAMOR RACHEL, INC.
AIG DESIGN STUDIO
COLLABORATIVE V
DESIGN STUDIO INC.
HINLEY-HORN & ASSOCIATES

CHAUNCEY LANE MARKETPLACE

FOR DEVELOPMENT REVIEW
BOARD APPROVAL ONLY

10.03.2018

OWB PROJECT NO:
118-PA-15

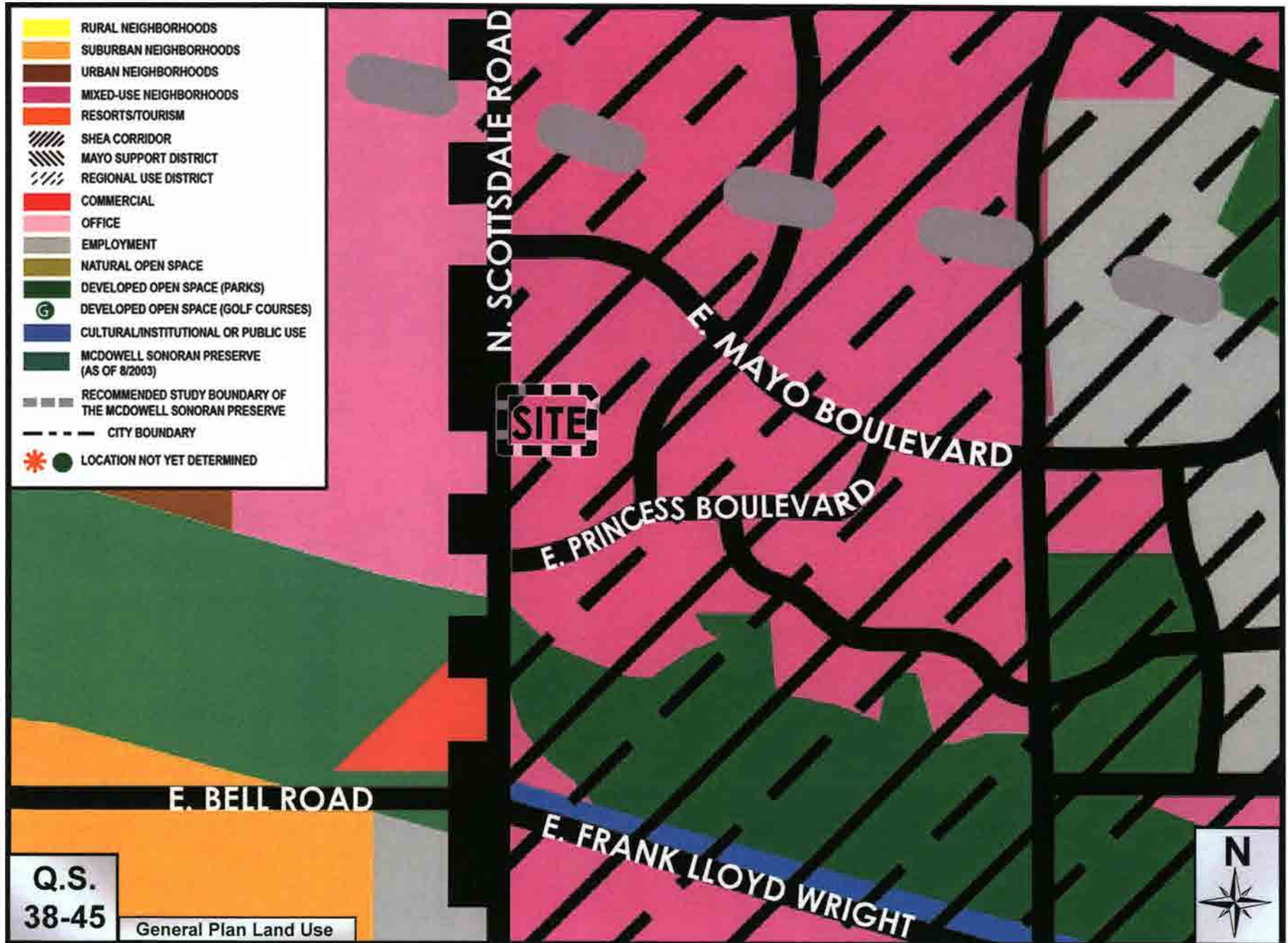
ADDRESS:
SAC OF SCOTTSDALE RD &
CHAUNCEY LANE
SCOTTSDALE, ARIZONA

BUILDING
STEP BACK
EXHIBITS

Additional Information for:
Chauncey Marketplace
Case: 19-ZN-2002#4

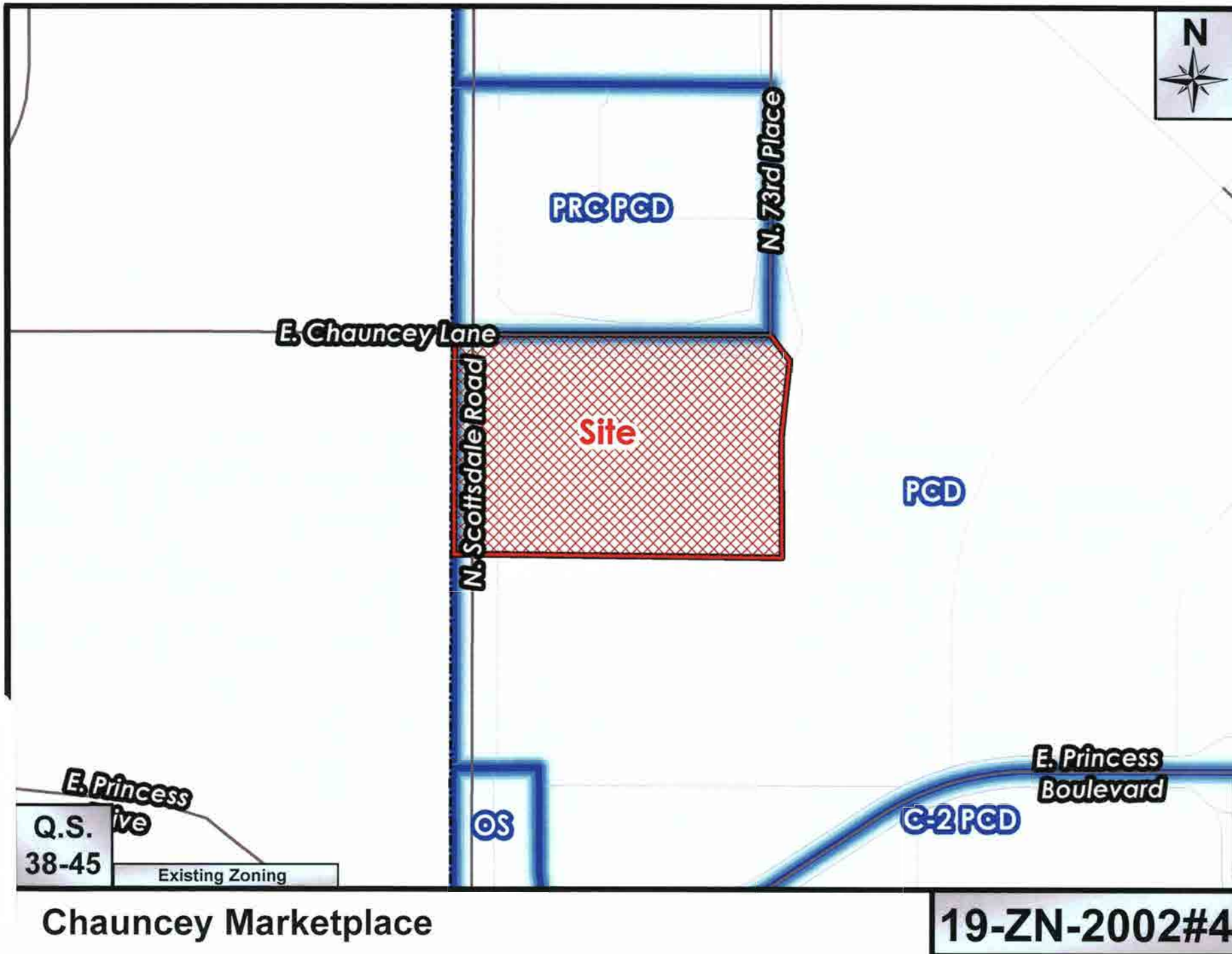
PLANNING/DEVELOPMENT

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. pedestrian connectivity,
 - b. central courtyard design,
 - c. wall design,
 - d. the type, height, design, and intensity of proposed lighting on the site, to ensure that it is compatible with the adjacent use,
 - e. scenic corridor design,
 - f. improvement plans for common open space and amenities, and
 - g. signage
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. **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.



Chauncey Marketplace

19-ZN-2002#4



Chauncey Marketplace

19-ZN-2002#4



FILE COPY

TRAFFIC IMPACT MITIGATION ANALYSIS (TIMA)

**SEC Scottsdale Road
and Chauncey Lane
Scottsdale, Arizona**

Prepared for:

JLB Realty, LLC

Kimley»Horn

1.0 INTRODUCTON TO SUMMARY

1.1 REPORT PURPOSE AND TIMA OBJECTIVES

Kimley-Horn and Associates, Inc., has been retained by JLB Realty, LLC to perform the Traffic Impact and Mitigation Analysis (TIMA) for the proposed development.

This report documents a traffic impact and mitigation analysis performed supporting the rezoning of the project located on the southeast corner of the intersection of Scottsdale Road and Chauncey Lane in Scottsdale, Arizona. The site is currently zoned as Planned Community District (PCD) and is planned to be rezoned to incorporate residential land uses within the PCD.

The purpose of this study is to address traffic and transportation impacts of the proposed development on surrounding streets and intersections. This traffic impact and mitigation analysis was prepared based on criteria set forth by the City of Scottsdale, Category II study. The specific objectives of this study are:

- To evaluate lane requirements on all existing roadway links and at all existing intersections within the study area;
- To determine future level of service (LOS) for all existing intersections within the study area and recommend any capacity-related improvements;
- To determine necessary lane configurations at all new site driveways within the proposed development in order to provide acceptable levels of service;
- To evaluate the need for auxiliary lanes at all study area intersections; and
- To evaluate the need for future traffic signals.

1.2 PRINCIPAL FINDINGS AND RECOMMENDATIONS

The proposed development is expected to generate 5,544 daily trips, with 362 trips occurring in the AM peak hour and 436 trips occurring in the PM peak hour. To ensure that the estimate of traffic impacts is the maximum that can be expected, it is assumed that the site will be 100 percent occupied upon buildout in 2018.

Taking into consideration internal capture and pass-by trips, the proposed development is expected to add 4,828 new daily trips, 320 new AM peak hour trips, and 319 new PM peak hour trips to the roadway network.

The Scottsdale Road/Mayo Boulevard intersection currently operates at an undesirable LOS during the PM peak hour. Additionally, several eastbound and westbound movements operate at an undesirable LOS during the AM peak hour. Restriping the western most southbound through lane to a through/right-turn lane would provide a more desirable level of service.

The Scottsdale Road/Chauncey Lane intersection currently operates at an acceptable LOS during the AM and PM peak hours with the exception of the eastbound movements during the AM peak hour.

The existing Princess Boulevard/Cottage Terrace unsignalized intersection currently operates at an acceptable level of service during the AM and PM peak hours.

The unsignalized intersections in the study area are anticipated to operate at an acceptable level of service (LOS) in 2018 and 2023 with buildout of the proposed development.

The Scottsdale Road/Mayo Boulevard intersection will continue to operate at an undesirable LOS during the PM peak hour with several movements anticipated to operate at an undesirable LOS during the AM peak hour in 2018 and 2023 background conditions. To improve operations to an acceptable level of service with the exception of the eastbound left and right-turn movements and the westbound movements the following improvements are recommended due to background traffic conditions:

- Restripe the western most southbound through lane to a shared through/right lane
- Modify traffic signal timing to optimize each movement.

The Scottsdale Road/Chauncey Lane intersection is anticipated to continue to operate at an acceptable overall LOS during the AM and PM peak hours with the exception of the eastbound left and right-turn movements during the AM peak hour 2018 and 2023 background conditions.

The Scottsdale Road/Chauncey Lane intersection is anticipated to operate an unsatisfactory level of service in 2018 and 2023 with buildout of the proposed development. To improve operations to an acceptable level of service the following improvements are recommended due to 2028 and 2023 total traffic conditions:

- Provide left-turn phasing for the northbound and southbound approaches.
- Modify traffic signal timing to optimize each movement

The southbound left-turn storage at the Scottsdale Road/Chauncey Lane intersection does not currently provide the recommended storage capacity. The northbound and southbound approaches are configured for future dual left-turn lanes; therefore, it is recommended that the City of Scottsdale monitor traffic volumes at this intersection to determine the appropriate time to transition the northbound and southbound approaches to dual left-turn lanes. The westbound left-turn lane at the Scottsdale Road/Chauncey Lane intersection does not provide the recommended storage capacity for this movement. Median modifications could be considered to increase the left-turn storage.

It is recommended to construct a northbound right-turn deceleration lane at Driveway D1 to provide the standard right turn deceleration lane dimensions per City of Scottsdale Design Standards and Policies Manual Section 5-3.206.

2.0 PROPOSED DEVELOPMENT

2.1 SITE LOCATION

The proposed mixed-use development is located on the southeast corner of the intersection of Scottsdale Road and Chauncey Lane in Scottsdale, Arizona. The project location is shown in **Figure 1**.

2.2 LAND USE AND SITE PLAN

The overall development consists of 294 residential dwelling units, 33,050 square feet of retail land uses and 16,675 square feet of restaurant land uses. The total site area is on approximately 12.3 acres. **Table 1** illustrates the land use of the proposed development.

Table 1. Land Use

General Description	ITE Land Use	Size
Apartments	220	294 Dwelling Units
Specialty Retail Center	826	33,050 Square Feet
High-Turnover (Sit-Down) Restaurant	932	16,675 Square Feet

The site is located east of Scottsdale Road and south of Chauncey Lane in the City of Scottsdale, Arizona. The site is bound on the west by Scottsdale Road, to the north by Chauncey Lane, to the east and south by vacant state land. The retail and restaurant land uses are proposed to be located on the western portion of the site while the residential land use is proposed to be located on the eastern portion of the site. The layout of the site is illustrated in **Figure 2**.

2.3 SITE ACCESSIBILITY

The site is accessed locally via Scottsdale Road, Chauncey Lane, and 73rd Place. Regional access is expected to be provided by Loop 101 and by other arterial streets in the vicinity such as Mayo Boulevard and Frank Lloyd Wright Boulevard. The Loop 101 runs east-west and is located approximately ½ mile north of the site via Scottsdale Road access. Approximately two miles east of the site, the Loop 101 runs north-south with access at Frank Lloyd Wright Boulevard.



3.0 AREA CONDITIONS

3.1 STUDY AREA

The study area includes the intersections of Scottsdale Road/Mayo Boulevard, Scottsdale Road/Chauncey Lane, Chauncey Lane/73rd Place, Princess Boulevard/Cottage Terrace and the four site access driveways.

3.2 STUDY AREA LAND USE

The site is currently zoned PCD. The proposed project is a rezoning of the existing PCD zoning to include residential land uses. The eastern portion of the project is proposed to be occupied by the residential land use while the western portion of the site will be developed with retail land uses. The proposed zoning will remain PCD with amendments.

3.3 ADJACENT LAND USE

A mixed-use development consisting of residential, retail and a hotel land uses is currently under construction to the north of the site. To the east and west of the site is vacant state land. The site is bound on the west by Scottsdale Road.

3.4 EXISTING PHYSICAL CHARACTERISTICS

The existing roadway network within the study area includes Scottsdale Road, Chauncey Lane, Princess Boulevard, and 73rd Place. The existing intersection lane use and traffic control is shown in **Figure 3**.

Scottsdale Road extends north-south with three lanes in each direction. An existing raised median separates northbound and southbound traffic. Bicycle lanes exist on both sides of the roadway. Curb, gutter, and sidewalk exist on both sides of the roadway. The posted speed limit on Scottsdale Road in the vicinity of the site is 45 mph. The City of Scottsdale classifies Scottsdale Road as a Major Arterial – Urban roadway in the vicinity of the site.

Chauncey Lane extends east-west with one travel lane in each direction and bicycle lanes on the north side of the roadway. Curb, and gutter exist on both sides of the roadway while sidewalks exist on the north side of the roadway. There is no posted speed limit on Chauncey Lane in the vicinity of the site.

Princess Boulevard extends east-west with two travel lanes in each direction. An existing raised median separates eastbound and westbound traffic. Curb, and gutter exist on both sides of the roadway while sidewalks exist on the south side of the roadway. The posted speed limit on Princess Boulevard in the vicinity of the site is 30 mph. The City of Scottsdale classifies Princess Boulevard as a Major Collector –Urban roadway in the vicinity of the site.

73rd Place extends north-south with one travel lane in each direction. Curb, and gutter exist on both sides of the roadway while sidewalks exist on the west side of the roadway. There is no posted speed limit on 73rd Place in the vicinity of the site.

The existing intersections analyzed in this report are Scottsdale Road/Mayo Boulevard (signalized), Scottsdale Road/Chauncey Lane (signalized), and Princess Boulevard/Cottage Terrace (stop-controlled in the northbound direction).

3.5 TRAFFIC VOLUMES

Turning movement counts were collected at the intersections of Scottsdale Road/Mayo Boulevard, Scottsdale Road/Chauncey Lane, and Princess Boulevard/Cottage Terrace on Tuesday, March 15, 2016. The counts were performed between 7:00 AM and 9:00 AM and between 4:00 PM and 6:00 PM. The counts were then seasonally adjusted utilizing the City of Scottsdale's monthly adjustment factors. The resulting adjusted existing traffic volume counts are shown in **Figure 3**. A copy of the counts is attached in the **Appendix**.

In addition to peak hour turning movement counts, 24-hour bidirectional counts were performed along Scottsdale Road south of Chauncey Lane. 24-hour volume counts were collected on Tuesday, March 15, 2016. 24-hour volume counts were then seasonally adjusted utilizing the City of Scottsdale's monthly adjustment factors. A copy of the counts is attached in the **Appendix**.

3.6 LEVEL OF SERVICE

The LOS at the intersections of Scottsdale Road/Mayo Boulevard, Scottsdale Road/Chauncey Lane, and Princess Boulevard/Cottage Terrace was evaluated using the seasonally adjusted traffic counts collected on Tuesday, March 15, 2016. The LOS for the intersections was evaluated using the *2010 Highway Capacity Manual (HCM)* methodology for unsignalized and signalized intersections using *Synchro 9* analysis software and utilizing the existing signal timing data obtained from the City of Scottsdale. The existing intersection geometry and control, shown in **Figure 3**, was used to obtain the LOS. The results of this analysis are shown in **Table 2** and **Table 3**. LOS analysis worksheets are attached in the **Appendix**.

Table 2. Existing Level of Service: Unsignalized Intersections

Intersection	NB			SB			EB			WB		
	L	T	R	L	T	R	L	T	R	L	T	R
Princess Boulevard and Cottage Terrace												
AM Peak		B		-	-	-	-	-	-	A	-	-
PM Peak		B		-	-	-	-	-	-	A	-	-

The existing unsignalized Princess Boulevard/Cottage Terrace intersection currently operates at an acceptable level of service during the AM and PM peak hours.



Table 3. Existing Level of Service: Signalized Intersections

Intersection	NB			SB			EB			WB			Intersection LOS
	L	T	R	L	T	R	L	T	R	L	T	R	
Scottsdale Road and Mayo Boulevard													
AM Peak	C	B	A	D	C	D	D	D	E	E	E	E	C
PM Peak	C	C	B	D	D	F	F	D	E	E	E	C	E
Scottsdale Road and Chauncey Lane													
AM Peak	A	A	A	A	A	A	E	E	E	D	D	D	A
PM Peak	A	A	A	A	A	A	D	D	D	D	D	D	A

The Scottsdale Road/Mayo Boulevard intersection currently operates at an undesirable LOS during the PM peak hour. Additionally, several eastbound and westbound movements operate at an undesirable LOS during the AM peak hour. The Scottsdale Road/Chauncey Lane intersection currently operates at an acceptable LOS during the AM and PM peak hours with the exception of the eastbound movements during the AM peak hour.

Restriping the western most southbound through lane to a shared through/right lane at the Scottsdale Road/Mayo Boulevard intersection could mitigate the existing undesirable level of service; however, this would prevent a southbound bike lane from being provided in the future.

3.7 CRASH ANALYSIS

Crash data analysis pending data from the City of Scottsdale.

4.0 PROJECTED TRAFFIC

4.1 SITE TRAFFIC FORECASTS

4.1.1 TRIP GENERATION

The Institute of Transportation Engineers' (ITE) *Trip Generation, 9th Edition*, was used to obtain daily and peak-hour trip generation rates and inbound-outbound percentages, which were then used to estimate the number of daily and peak hour trips that can be attributed to the proposed development. The trip generation characteristics of the site are summarized in **Table 4**. Trip generation calculations are attached in the **Appendix**.

Table 4. Project Trip Generation

Land Use	ITE Code	Quantity	Units	Daily Total	AM Peak			PM Peak		
					In	Out	Total	In	Out	Total
Apartments	220	294	DUs	1,956	30	120	150	118	64	182
Specialty Retail Center	826	33,050	SF	1,466	20	12	32	40	50	90
High-Turnover (Sit-Down) Restaurant	932	16,675	SF	2,122	99	81	180	98	66	164
Total Trips				5,544	149	213	362	256	180	436

The proposed development is expected to generate 5,544 daily trips, with 362 trips occurring in the AM peak hour and 436 trips occurring in the PM peak hour. To ensure that the estimate of traffic impacts is the maximum that can be expected, it is assumed that the site will be 100 percent occupied upon buildout in 2018. Owing to the mix of uses, trip reductions are anticipated and justified below.

4.1.3 TRIP REDUCTIONS

It is reasonable to expect that trip interaction will result considering the residential and retail uses. To account for this interaction, the methodology for estimating internally captured trips in the *ITE Trip Generation Handbook, June 2004*, Chapter 7 was used. The worksheets calculating internal capture using the ITE method and the resulting internal trip generation is located in the **Appendix**.

As documented in the ITE publication, *Trip Generation, 9th Edition*, restaurant land uses do not typically generate all new traffic on a roadway system. The total traffic generation is a combination of pass-by trips, or traffic drawn directly from the passing traffic flow on the adjacent streets, and primary trips, which represent new traffic drawn to the facility. In order to assess the pass-by trips, the data published in the *ITE Trip Generation Handbook* was used to estimate the pass-by percentages for the commercial parcels. It should be noted that pass-by trip reductions do not reduce driveway traffic volumes. Pass-by reductions are shown in the **Appendix**.

Taking into consideration internal capture and pass-by trips, the proposed development is expected to add 4,828 new daily trips, 320 new AM peak hour trips, and 319 new PM peak hour trips to the roadway network.



4.1.3 TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

Distribution percentages for the site were developed using the existing turning movement counts at the study area intersections and a review of the anticipated 2018 and 2023 roadway network. Trips generated by the proposed development were assigned to the roadway network on the basis of the trip distribution shown in **Figure 4** and the likely travel patterns to and from the site.

Figure 5 shows the results of the traffic assignment based on the 2018 roadway network. Pass-by trips were assigned to the street system based on the anticipated use of the roadway facilities for users accessing the restaurant land uses within the site. Pass-by traffic is expected to use Scottsdale Road to access the proposed development. **Figure 6** shows the project assignment for pass-by trips. **Figure 7** shows the results of the total traffic assignment for the proposed development based on the 2018 roadway network.

Changes to the roadway network are anticipated by the 2023 horizon planning year. As a result, travel patterns to and from will reroute to utilize the future roadway network. It was assumed that the future roadway network would include connections to the east along Mayo Boulevard and Chauncey Lane. 73rd Place was also assumed to connect to Princess Boulevard and form the north leg of the Princess Boulevard/Cottage Terrace intersection. **Figure 8** shows the results of the traffic assignment utilizing the anticipated 2023 roadway network. **Figure 9** shows the project assignment for pass-by trips. **Figure 10** shows the results of the total traffic assignment for the proposed development based on the 2023 roadway network.

4.2 FUTURE TRAFFIC FORECASTING

To determine the future background traffic volumes for the buildout year 2018 and horizon year 2023 consideration was given to future adjacent development and the adjacent roadway traffic growth. A review of the surrounding area indicates that the majority of traffic growth can be attributed to future development with access along the roadway network within the study area.

A future mixed-use development located on the northeast corner of the Scottsdale Road/Chauncey Lane intersection is currently under construction. This mixed-use development consists of 187 apartment dwelling units, a 232 room hotel, approximately 11,800 square feet of general office land uses and 25,700 square feet of specialty retail land uses. At full buildout, the development on the northeast corner of the Scottsdale Road/Chauncey Lane intersection is anticipated to generate 4,410 daily trips, with 261 trips occurring in the AM peak hour and 343 trips occurring in the PM peak hour. It was assumed this development would be built out prior to 2018. Trip generation calculations for this development are included in the **Appendix**.

South of the proposed development is an Arizona State Land parcel. For purposes of this analysis it was assumed this state land parcel was bound by the proposed development to the north, 73rd Place to the east, Princess Boulevard to the south, and Scottsdale Road to the west. Currently there is no development plan in place for this parcel; however, it was assumed that it would develop with similar land uses as the proposed development. At full buildout, the state land parcel is anticipated to generate 6,034 daily trips, with 395 trips occurring in the AM peak hour and 475 trips occurring in the PM peak hour. It

was assumed this state land parcel would be built out prior to 2023. Trip generation calculations for this parcel is included in the **Appendix**.

To account for other future developments on the east side of 73rd Place and additional through traffic an additional 2,000 trips per day were assigned to 73rd Place and Chauncey Lane in the 2023 background conditions.

It is anticipated that the adjacent roadway network will experience traffic growth in addition to the future adjacent developments within the study area. To determine the additional growth in traffic, projected 2035 average daily traffic (ADT) volumes were obtained from the City of Scottsdale. Traffic generated by the proposed development and future adjacent developments previously described was subtracted from the 2035 ADT projections to determine a 2035 ADT background volume. 2016 existing 24-hour volumes were obtained from the traffic counts collected on Tuesday, March 15, 2016 and seasonally adjusted. **Table 5** shows the existing 2016 ADT, the 2035 ADT background volume, and the corresponding growth rate.

Table 5. Traffic Growth

Roadway	2016 ADT (vehicles per day, both directions)	2035 ADT (vehicles per day, both directions)	Average Annual Growth
Scottsdale Road (South of Chauncey Lane)	43,340	49,088	0.66%

On the basis of the above growth rate, an annual growth rate of 0.66 percent per year was applied to the seasonally adjusted existing turning movements to obtain the base background traffic volumes for the year 2018 and 2023. Anticipated adjacent development traffic was then added to the 2018 and 2023 base background traffic volumes to produce the 2018 and 2023 background traffic volumes. The resulting 2018 and 2023 background traffic volumes are shown in **Figure 11** and **Figure 12**, respectively.

4.3 TOTAL TRAFFIC

The results of the 2018 and 2023 total traffic assignment, shown in **Figure 7** and **Figure 10**, were added to the year 2018 and 2023 background traffic volumes, shown in **Figure 11** and **Figure 12**, to produce total traffic volumes for the study area. These total traffic volumes for 2018 and 2023 are shown in **Figure 13** and **Figure 14**, respectively.



5.0 TRAFFIC ANALYSIS

5.1 SITE ACCESS

The proposed development is accessed via four access drives, Driveway D1 through D4. Driveway D1 and Driveway D2 will provide access to the restaurant and retail land uses. Driveway D1 is proposed as a right-in/right-out only access located approximately 350 feet south of Chauncey Lane. Driveway D1 is proposed to provide stop-control on the westbound approach. Driveway D2 is proposed as a full movement access and is located approximately 560 feet east of Scottsdale Road aligning with the existing driveway to the north. Driveway D2 is proposed to provide stop-control on the northbound and southbound approaches.

Driveway D3 and D4 will provide access to the residential land use. Driveway D3 is proposed as a full movement access and is located approximately 290 feet south of Chauncey Lane. Driveway D3 is the primary access to the residential land use and provides access to the parking structure. Driveway D3 is proposed to provide stop-control on the eastbound approach. Immediately south of Driveway D3 is a proposed service access driveway for the residential land use. Due to the nature of the service driveway, it is not anticipated to be used by residents or guests, additionally this service access driveway is anticipated to be used primarily during non-peak hours of operation. Driveway D4 is proposed as a full movement access and is located approximately 605 feet south of Chauncey Lane and 315 feet south of Driveway D3. It is recommended Driveway D4 to be stop-controlled on the eastbound approach.

5.2 CAPACITY AND LEVEL OF SERVICE

The LOS for the study area intersections for 2018 and 2023 were evaluated using the *2010 Highway Capacity Manual* methodology for unsignalized, signalized, and roundabout intersections using *Synchro 9* analysis software. LOS analysis worksheets are attached in the **Appendix**.

5.2.1 2018 BACKGROUND LEVEL OF SERVICE

The unsignalized and signalized intersections in the study area were evaluated on the basis of the 2018 background traffic shown in **Figure 11** and the existing geometry shown in **Figure 3**. The results of the analysis for the unsignalized intersections and site driveways are shown in **Table 6**.

Table 6. 2018 Background Level of Service: Unsignalized Intersections

Intersection	NB			SB			EB			WB		
	L	T	R	L	T	R	L	T	R	L	T	R
Princess Boulevard and Cottage Terrace												
AM Peak		B		-	-	-	-	-	-	A	-	-
PM Peak		B		-	-	-	-	-	-	A	-	-
Chauncey Lane and Driveway D2												
AM Peak	-	-	-		A		A	-	-	-	-	-
PM Peak	-	-	-		A		A	-	-	-	-	-

The unsignalized intersections in the study area are anticipated to operate at an acceptable level of service (LOS) in 2018 background conditions.

The results of this analysis for the signalized intersections are shown in **Table 7**.

Table 7. 2018 Background Level of Service: Signalized Intersections

Intersection	NB			SB			EB			WB			Intersection LOS
	L	T	R	L	T	R	L	T	R	L	T	R	
Scottsdale Road and Mayo Boulevard													
AM Peak	C	B	A	D	C	D	D	D	E	E	E	E	C
PM Peak	C	C	B	D	D	F	F	D	E	E	E	E	F
Scottsdale Road and Chauncey Lane													
AM Peak	A	A	A	A	A	A	E	D	E	D	D	D	A
PM Peak	A	A	A	A	A	A	D	D	D	D	D	D	A

The Scottsdale Road/Mayo Boulevard intersection will continue to operate at an undesirable LOS during the PM peak hour. During the AM peak hour the intersection will continue to operate at an acceptable overall LOS; however, several movements are anticipated to operate at an undesirable LOS. The Scottsdale Road/Chauncey Lane intersection is anticipated to continue to operate at an acceptable overall LOS during the AM and PM peak hours with the exception of the eastbound left and right turn movements during the AM peak hour.

Mitigating the existing conditions at the Scottsdale Road/Mayo Boulevard intersection to provide a southbound shared through/right lane along with refinements to the signal timing splits would improve the poor LOS in the 2018 background conditions. The results of this mitigation analysis for the Scottsdale Road/Mayo Boulevard signalized intersection is shown in **Table 8**.

Table 8. 2018 Background Level of Service: Signalized Intersection (Mitigated)

Intersection	NB			SB			EB			WB			Intersection LOS
	L	T	R	L	T	R	L	T	R	L	T	R	
Scottsdale Road and Mayo Boulevard													
AM Peak	C	B	A	D	C	D	D	D	E	E	E	E	C
PM Peak	D	C	B	D	D	D	E	D	D	E	E	E	D

5.2.2 2023 BACKGROUND LEVEL OF SERVICE

With the development of the adjacent state land parcel to the south, it is assumed that 73rd Place will connect to Princess Boulevard. Improvements to the Princess Boulevard/Cottage Terrace intersections are assumed to consist of an eastbound left-turn lane, a westbound right-turn lane, and a southbound left-turn lane and a shared through/right-lane. The Chauncey Lane/73rd Place single lane roundabout is anticipated to continue to further to the east.

The unsignalized and signalized intersections in the study area were evaluated on the basis of the 2023 background traffic shown in **Figure 7** and the anticipated 2023 roadway network with the mitigated 2018 background conditions and refinements to the signal timing splits. The results of the analysis for the unsignalized intersections are shown in **Table 9**.

Table 9. 2023 Background Level of Service: Unsignalized Intersections

Intersection	NB			SB			EB			WB		
	L	T	R	L	T	R	L	T	R	L	T	R
Princess Boulevard and Cottage Terrace												
AM Peak		B		B		A	A	-	-	A	-	-
PM Peak		C		B		A	A	-	-	A	-	-
Chauncey Lane and Driveway D2												
AM Peak	-	-	-			A	A	-	-	-	-	-
PM Peak	-	-	-			A	A	-	-	-	-	-
Chauncey Lane and 73rd Place (Roundabout)												
AM Peak		A				A				A		
PM Peak		A				A				A		

The unsignalized intersections are anticipated to operate at and acceptable level of service (LOS) in 2023 background conditions.

The results of this analysis for the signalized intersections are shown in **Table 10**.

Table 10. 2023 Background Level of Service: Signalized Intersections

Intersection	NB			SB			EB			WB			Intersection LOS
	L	T	R	L	T	R	L	T	R	L	T	R	
Scottsdale Road and Mayo Boulevard													
AM Peak	C	B	A	D	C	D	D	D	E	E	E	E	C
PM Peak	D	C	B	D	D	D	E	D	D	E	E	E	D
Scottsdale Road and Chauncey Lane													
AM Peak	B	A	A	A	A	A	E	D	D	D	D	D	A
PM Peak	B	A	A	A	A	A	E	D	D	D	D	D	A

The Scottsdale Road/Mayo Boulevard intersection is anticipated to continue to operate at an acceptable LOS during the AM and PM peak hours in 2023 mitigated background conditions. However, several movements will continue to operate at an undesirable LOS. The Scottsdale Road/Chauncey Lane intersection is anticipated to continue to operate at an acceptable overall LOS during the AM and PM peak hours with the exception of the eastbound left-turn movements during the AM peak hour.

5.2.1 2018 TOTAL LEVEL OF SERVICE

The unsignalized and signalized intersections in the study area were evaluated on the basis of the 2018 total traffic shown in **Figure 13** and the recommended geometry shown in **Figure 15** which includes the previous background mitigation. The results of the analysis for the unsignalized intersections and site driveways are shown in **Table 11**.

Table 11. 2018 Total Level of Service: Unsignalized Intersections

Intersection	NB			SB			EB			WB		
	L	T	R	L	T	R	L	T	R	L	T	R
Princess Boulevard and Cottage Terrace												
AM Peak		B		-	-	-	-	-	-	A	-	-
PM Peak		B		-	-	-	-	-	-	A	-	-
Chauncey Lane and 73rd Place (Roundabout)												
AM Peak		A			A			A			-	
PM Peak		A			A			A			-	
Scottsdale Road and Driveway D1												
AM Peak	-	-	-	-	-	-	-	-	-	-	-	B
PM Peak	-	-	-	-	-	-	-	-	-	-	-	D
Chauncey Lane and Driveway D2												
AM Peak		B			A		A	-	-	A	-	-
PM Peak		B			A		A	-	-	A	-	-
73rd Place and Driveway D3												
AM Peak	-	-	-	-	-	-		A		-	-	-
PM Peak	-	-	-	-	-	-		A		-	-	-
73rd Place and Driveway D4												
AM Peak	-	-	-	-	-	-		A		-	-	-
PM Peak	-	-	-	-	-	-		A		-	-	-

The unsignalized intersection are all anticipated to operate at an acceptable level of service in 2018 with buildout of the proposed development.

The results of this analysis for the signalized intersections are shown in **Table 12**.

Table 12. 2018 Total Level of Service: Signalized Intersections

Intersection	NB			SB			EB			WB			Intersection LOS
	L	T	R	L	T	R	L	T	R	L	T	R	
Scottsdale Road and Mayo Boulevard													
AM Peak	C	B	A	D	C	D	D	D	E	E	E	E	C
PM Peak	D	A	A	D	D	D	E	D	E	E	E	E	C
Scottsdale Road and Chauncey Lane													
AM Peak	A	B	A	A	A	A	D	D	D	D	D	D	B
PM Peak	C	C	B	C	B	B	D	D	D	D	D	D	C

The signalized intersections within the study area are anticipated to operate at an acceptable overall level of service in 2018 with buildout of the proposed development with the exception of several eastbound and westbound movements at the Scottsdale Road/Mayo Boulevard intersection.

5.2.2 2023 TOTAL LEVEL OF SERVICE

The unsignalized and signalized intersections in the study area were evaluated on the basis of the 2023 total traffic shown in **Figure 14** and the recommended geometry shown in **Figure 15**. The results of the analysis for the unsignalized intersections and site driveways are shown in **Table 13**.



Table 13. 2023 Total Level of Service: Unsignalized Intersections

Intersection	NB			SB			EB			WB		
	L	T	R	L	T	R	L	T	R	L	T	R
Princess Boulevard and Cottage Terrace												
AM Peak		B		B	A		A	-	-	A	-	-
PM Peak		C		C	A		A	-	-	A	-	-
Chauncey Lane and 73rd Place (Roundabout)												
AM Peak		A			A			A			A	
PM Peak		A			A			A			A	
Scottsdale Road and Driveway D1												
AM Peak	-	-	-	-	-	-	-	-	-	-	-	C
PM Peak	-	-	-	-	-	-	-	-	-	-	-	D
Chauncey Lane and Driveway D2												
AM Peak		B			A		A	-	-	A	-	-
PM Peak		B			A		A	-	-	A	-	-
73rd Place and Driveway D3												
AM Peak	A	-	-	-	-	-		B		-	-	-
PM Peak	A	-	-	-	-	-		B		-	-	-
73rd Place and Driveway D4												
AM Peak	A	-	-	-	-	-		B		-	-	-
PM Peak	A	-	-	-	-	-		B		-	-	-

The unsignalized intersection are all anticipated to operate at an acceptable level of service in 2023 with buildout of the proposed development.

The results of this analysis for the signalized intersections are shown in **Table 14**.

Table 14. 2023 Total Level of Service: Signalized Intersections

Intersection	NB			SB			EB			WB			Intersection LOS
	L	T	R	L	T	R	L	T	R	L	T	R	
Scottsdale Road and Mayo Boulevard													
AM Peak	C	B	A	D	C	D	D	D	E	E	E	E	C
PM Peak	D	A	A	D	C	D	E	D	E	E	E	E	C
Scottsdale Road and Chauncey Lane													
AM Peak	C	B	A	B	A	A	D	D	D	D	D	D	B
PM Peak	B	C	B	C	A	A	D	D	D	D	D	D	B

The signalized intersections within the study area are anticipated to continue to operate at an acceptable overall level of service in 2023 with buildout of the proposed development with the exception of several eastbound and westbound movements at the Scottsdale Road/Mayo Boulevard intersection.



6.0 IMPROVEMENT ANALYSIS

6.1 OFF-SITE INTERSECTION IMPROVEMENTS

The Scottsdale Road/Mayo Boulevard intersection is anticipated to operate an unsatisfactory level of service in 2018 and 2023 under the existing intersection geometry and traffic signal timing and phasing due to growth in background traffic volumes. To improve operations to an acceptable level of service with the exception of the eastbound left and right-turn movements and the westbound movements the following improvements are recommended due to background traffic conditions:

- Restripe the western most southbound through lane to a shared through/right lane
- Modify traffic signal timing to optimize each movement.

To improve operations to an acceptable level of service with the exception of several eastbound and westbound movements in 2018 and 2023 with buildout of the proposed development the following improvements are recommended:

- Modify traffic signal timing to optimize each movement.

The Scottsdale Road/Chauncey Lane intersection is anticipated to operate an unsatisfactory level of service in 2018 and 2023 under the existing intersection geometry and traffic signal timing and phasing with buildout of the proposed development. To improve operations to an acceptable level of service the following improvements are recommended due to 2028 and 2023 total traffic conditions:

- Provide left-turn phasing for the northbound and southbound approaches.
- Modify traffic signal timing to optimize each movement.

6.0 FINDINGS

6.1 LEFT-TURN STORAGE ANALYSIS

The signalized and unsignalized intersections in the study area were analyzed to determine the left-turn storage needed to accommodate the expected traffic volumes in the year 2023.

The left-turn storage lengths were determined for the left-turn movements at the study area intersections. The calculations associated with these conclusions are included in the **Appendix**. The recommended storage lengths are based on 2023 total traffic volumes shown in **Figure 14**.

Table 15. Left Turn Storage

Intersection and Approach	Existing	Recommended
Scottsdale Road and Mayo Boulevard		
- Northbound Approach	240 feet (Duals)	240 feet (Duals)*
- Southbound Approach	165 feet (Duals)	165 feet (Duals)*
- Eastbound Approach	270 feet (Duals)	350 feet (Duals)
- Westbound Approach	165 feet (Duals)	165 feet (Duals)*
Scottsdale Road and Chauncey Lane		
- Northbound Approach	200 feet	200 feet*
- Southbound Approach	175 feet	200 feet
- Eastbound Approach	165 feet	200 feet
- Westbound Approach	165 feet	175 feet
Princess Boulevard and Cottage Terrace		
- Southbound Approach	n/a	100 feet
- Eastbound Approach	n/a	100 feet
- Westbound Approach	190 feet	190 feet*
Chauncey Boulevard and Driveway D2		
- Eastbound Approach	TWLTL	50 feet
- Westbound Approach	TWLTL	50 feet

*Calculated value less than existing.

As shown in **Table 15**, the eastbound approach at the Scottsdale Road/Mayo Boulevard intersection does not provide the recommended storage capacity for this movement due to background traffic growth. Due to the existing median configuration no additional storage is available. The southbound left-turn storage at the Scottsdale Road/Chauncey Lane intersection does not currently provide the recommended storage capacity. The northbound and southbound approaches are configured for future dual left-turn lanes; therefore, it is recommended that the City of Scottsdale monitor traffic volumes at this intersection to determine the appropriate time to transition the northbound and southbound approaches to dual left-turn lanes. The eastbound approach at the Scottsdale Road/Chauncey Lane intersection does not provide the recommended storage capacity for this movement due to background traffic growth. The westbound left-turn at the Scottsdale Road/Chauncey Lane intersection does not provide the recommended storage capacity for this movement. Median modifications could be considered to increase the left-turn storage.

6.2 RIGHT-TURN LANES

Right-turn lanes are often recommended on roadways where right-turning vehicles create delays or safety problems for other traffic movements. The need for a right-turn lane depends on the speed of traffic on the road, the volume of traffic turning right, and the through traffic volume in the same lane as the right-turning traffic.

6.4.1 INTERSECTIONS

A right-turn deceleration lane is currently provided on the northbound approach to the Scottsdale Road/Chauncey Boulevard intersection.

6.4.2 DRIVEWAY

The Federal Highway Administration's *Access Management for Streets and Highways* provides the following minimum criteria for the provision of right-turn deceleration lanes:

- Greater than 10,000 vpd on adjacent streets;
- Highway speed at least 35 mph;
- Greater than 1,000 vpd driveway volumes; and
- At least 40 ingress right-turns during the peak period.

Review of total traffic under the 2023 total traffic condition in previously referenced **Figure 14** reveals that the site driveways meeting all the criteria for the installation of a right-turn deceleration lane is the northbound approach to Driveway D1 on Scottsdale Road. As a result, it is recommended to construct a northbound right-turn deceleration lane at Driveway D1 to provide the standard right turn deceleration lane dimensions per City of Scottsdale Design Standards and Policies Manual Section 5-3.206.

6.3 SIGHT TRIANGLES

It is recommended that sight triangles be provided at all site access points to give drivers exiting the site a clear view of oncoming traffic. The landscaping within sight triangles must not obstruct drivers' views of the adjacent travel lanes. It is recommended to provide sight triangles per City of Scottsdale Design Standards and Policies Manual Section 5.3, Figure 5.3-27.

7.0 CONCLUSIONS AND RECOMMENDATIONS

The proposed development is expected to generate 5,544 daily trips, with 362 trips occurring in the AM peak hour and 436 trips occurring in the PM peak hour. To ensure that the estimate of traffic impacts is the maximum that can be expected, it is assumed that the site will be 100 percent occupied upon buildout in 2018.

Taking into consideration internal capture and pass-by trips, the proposed development is expected to add 4,828 new daily trips, 320 new AM peak hour trips, and 319 new PM peak hour trips to the roadway network.

The Scottsdale Road/Mayo Boulevard intersection currently operates at an undesirable LOS during the PM peak hour. Additionally, several eastbound and westbound movements operate at an undesirable LOS during the AM peak hour. Restriping the western most southbound through lane to a through/right-turn lane would provide a more desirable level of service.

The Scottsdale Road/Chauncey Lane intersection currently operates at an acceptable LOS during the AM and PM peak hours with the exception of the eastbound movements during the AM peak hour.

The existing Princess Boulevard/Cottage Terrace unsignalized intersection currently operates at an acceptable level of service during the AM and PM peak hours.

The unsignalized intersections in the study area are anticipated to operate at an acceptable level of service (LOS) in 2018 and 2023 background conditions.

The Scottsdale Road/Mayo Boulevard intersection will continue to operate at an undesirable LOS during the PM peak hour with several movements anticipated to operate at an undesirable LOS during the AM peak hour in 2018 and 2023 background conditions. To improve operations to an acceptable level of service with the exception of the eastbound left and right-turn movements and the westbound movements the following improvements are recommended due to background traffic conditions:

- Restripe the western most southbound through lane to a shared through/right lane
- Modify traffic signal timing to optimize each movement.

The Scottsdale Road/Chauncey Lane intersection is anticipated to continue to operate at an acceptable overall LOS during the AM and PM peak hours with the exception of the eastbound left and right-turn movements during the AM peak hour 2018 and 2023 background conditions.

The signalized intersections within the study area are anticipated to operate at an acceptable overall level of service in 2018 and 2023 with buildout of the proposed development with the exception of several eastbound and westbound movements at the Scottsdale Road/Mayo Boulevard intersection. A more desirable LOS can be achieved with refinements to the signal timing splits.

The Scottsdale Road/Chauncey Lane intersection is anticipated to operate an unsatisfactory level of service in 2018 and 2023 with buildout of the proposed development. To improve operations to an acceptable level of service the following improvements are recommended due to 2028 and 2023 total traffic conditions:

- Provide left-turn phasing for the northbound and southbound approaches.
- Modify traffic signal timing to optimize each movement

The southbound left-turn storage at the Scottsdale Road/Chauncey Lane intersection does not currently provide the recommended storage capacity. The northbound and southbound approaches are configured for future dual left-turn lanes; therefore, it is recommended that the City of Scottsdale monitor traffic volumes at this intersection to determine the appropriate time to transition the northbound and southbound approaches to dual left-turn lanes. The westbound left-turn at the Scottsdale Road/Chauncey Lane intersection does not provide the recommended storage capacity for this movement. Median modifications could be considered to increase the left-turn storage.

It is recommended to construct a northbound right-turn deceleration lane at Driveway D1 to provide the standard right turn deceleration lane dimensions per City of Scottsdale Design Standards and Policies Manual Section 5-3.206.

It is recommended that sight triangles be provided at all site access points to give drivers exiting the site a clear view of oncoming traffic. The landscaping within sight triangles must not obstruct drivers' views of the adjacent travel lanes. It is recommended to provide sight triangles per City of Scottsdale Design Standards and Policies Manual Section 5.3, Figure 5.3-27.

CITIZEN REVIEW REPORT
JLB Partners
Southeast Corner of Scottsdale & Chauncey
1138-PA-2016
March 2016

Overview

This Citizen Review Report has been prepared in association with a rezoning request for the property located at southeast corner of Scottsdale Road and Chauncey Lane for JLB Partners. As part of the request, this report has been drafted and will be updated throughout the public process as needed.

The entire project team is sensitive to the importance of neighborhood involvement and creating a relationship with property owners, residents, business owners, neighborhood associations, and other interested parties. Communication with these parties will be ongoing throughout the process. Communication with impacted and interested parties will take place with verbal, written, electronic, and one-on-one contact.

Community Involvement/Response

Surrounding property owners within 750' of the Crossroads East master plan and interested parties were notified via first class mail regarding the project on **December 17th**. This notification contained information about the rezoning request, contact information to receive additional information, the opportunity to give feedback, and information regarding the required neighborhood open house meeting which was held on **January 4th** at the Appaloosa Library. Four white "Project Under Consideration" signs were also posted on the property on **December 23rd** and included the open house location, date and time.

Five (5) people attended the neighborhood open house meeting. The development team has subsequently received no emails or correspondence from the community regarding the rezoning request.

Attachments

Notification Letter
750' Mailing List
Interested Parties List
Affidavit of Posting & Photo
Sign-in Sheets

ATTACHMENT #11

19-ZN-2002#4
4/1/16

December 17, 2015

Subject: Crossroads East PCD

Dear Property Owner/Interested Party:

We are representing JLB Partners and LGE Design Build on a zoning request for a 12.26 +/- acre property located at the southeast corner of Scottsdale Road and Chauncey Lane. The request is for a zoning case to amend the existing Crossroads East PCD/Planned Community District (19-ZN-2002/19-ZN-2002#2) comparable district of PRC/Planned Regional Center to allow for the development of a mixed-use project comprised of restaurant, retail, office and residential uses. The Crossroads East PCD has a land use table that allows developers to select the appropriate comparable zoning district at the time of development. Under this proposal, the developer is seeking to utilize the PRC district, amending development standards to allow for the proposed mixed-use development and requesting additional residential units within the overall Crossroads East master plan land use budget. The proposed mixed use development on the 12.26 +/- acre parcel includes approximately 52,700 +/- s.f. of retail, restaurant and office and 308 upscale residential units. A conceptual site plan is included with this mailing.

We are sending this letter to you to make you aware of this zoning application and give you an opportunity to contact us regarding the request. We are also hosting a neighborhood open house meeting on Monday, January 4th from 5:30pm-6:30pm at Appaloosa Library located at 7377 E. Silverstone Drive, Scottsdale, 85255 and we will have additional drawings to show the neighbors and afford you an opportunity to ask questions in person or simply review the proposal. Please feel free to contact me (information below) or our City Planner Greg Bloemberg, 480-312-4306 or gbloemberg@scottsdaleaz.gov with any questions. For reference, our case number with the City is 1138-PA-2015.

Sincerely,



Michele Hammond (applicant representative)

mh@berryriddell.com

480-385-2753

JLB Partners – Neighborhood Meeting SEC of Scottsdale Road & Chauncey Lane

January 4, 2016

Sign-in Sheet

[illegible]

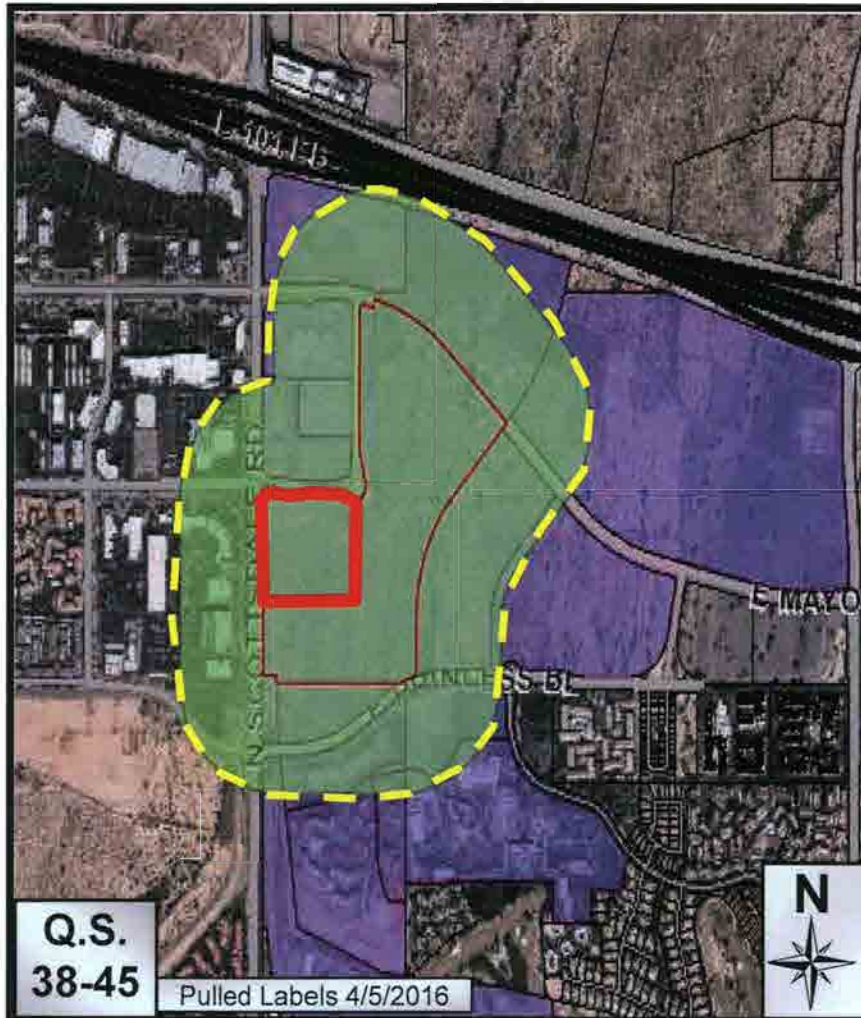
JLB Partners – Neighborhood Meeting SEC of Scottsdale Road & Chauncey Lane

January 4, 2016

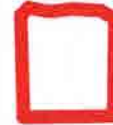
Sign-in Sheet

[illegible]

City Notifications – Mailing List Selection Map



Map Legend:



Site Boundary



Properties within 750-feet
51 Postcards

Additional Notifications:

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

Scottsdale Marketplace

19-ZN-2002#4



**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING
Scottsdale Airport Terminal Lobby
15000 N. Airport Drive, Scottsdale, AZ
July 20, 2016**

MINUTES

PRESENT: Brad Berry, Chairman
John Celigoy, Vice Chair
Ken Casey
Bob Hobbi
Steve Ziomek (telephonic)

STAFF: Sarah Ferrara, Aviation Planning & Outreach Coordinator
Gary Mascaro, Aviation Director
Chris Read, Airport Operations Manager
Greg Bloomberg, Planning

Guests: Michael Braun, DWL Architects
John Berry, Berry & Riddell, Chairman, Phoenix Aviation Advisory Board

CALL TO ORDER

Chair Berry called the meeting to order at 6:00 p.m.

ROLL CALL

A formal roll call confirmed the presence of Commissioners as noted above. Chairman Berry thanked former Commissioners Schuckert and Goode for their service.

PLEDGE OF ALLEGIANCE

Chairman Berry led the meeting in the pledge of allegiance.

AVIATION DIRECTOR'S REPORT

Gary Mascaro, Aviation Director noted that with a full agenda, he would reserve presentation of items under the Director's Report.

APPROVAL OF MINUTES

1. Approval of Minutes

Regular Meeting: June 15, 2016

Vice Chair Celigoy made a motion to approve the minutes of the June 15, 2016 regular meeting as presented. Commissioner Ziomek seconded the motion, which carried by a unanimous vote of five (5) to zero (0).

PUBLIC COMMENT

There were no public comments.

REGULAR AGENDA ITEMS 1 - 10

1. Mead & Hunt/DWL Architects Shall Provide a Brief Presentation and Update Regarding the Terminal Area Redevelopment Project.

Gary Mascaro, Aviation Director introduced Michael Braun from DWL Architects, who provided a design update for the Terminal Area Redevelopment Project. He provided slides depicting the current schematic design, floor plans, Aviation Business Center and building rendering. The design schedule began with the concept budget report, followed by refinements and the schematic design. During the June to August time frame, stakeholder meetings will take place involving tenants, the restaurant, border protection and the aviation group. After the schematic design, the concept is approved through the DRB. If approved by the Commission, the process continues with design development and construction documents at the end of the year/early next year with the construction completed in April of 2018.

Vice Chair Celigoy asked whether the City retained the concept of accommodating future growth for the college or other vendors. Mr. Mascaro confirmed that there is vacant office space on the first floor. However, no additional space was provided in the specific area to accommodate expansion in the future. The college changed presidents and the new president was not prepared to move forward within the requested time frame. Hence the project had to move forward without this element.

Mr. Braun stated that the Aviation Business Center is pushed primarily against the operating area of the airfield with a circulation or service yard on the side and a plaza in front with an opportunity to have a Stearman aircraft as a focal feature. The two hangars support 30,000 square feet each with 2,000 square foot of support on either side. The floor plans for the Aviation Business Center were reviewed.

Commissioner Casey commented that the restaurant will have an unobstructed view of the McDowell Mountains. In response to a question from Commissioner Ziomek, Mr. Braun confirmed that access to the patio is through the restaurant. The observation deck is also available for viewing.

Chair Berry asked about the construction materials for the building. Mr. Braun explained that the concept is for steel frame construction and concrete floor slabs.

Vice Chair Celigoy asked whether the CBP office space requirements drove the design concepts. Mr. Mascaro stated that this was not the case. The requirements were for massive space, which was not a feasible request. A revised suggestion was submitted and was reasonable, at approximately 1,150 square feet. The desire was to locate Customs closer to Ross.

Commissioner Ziomek noted that the administrative offices are located farther in without views into the CBP office and one end of the field. Mr. Braun replied that work continues on this and plan adjustments are under way.

Vice Chair Celigoy asked whether the relationship with CBP is perpetual, is a GSA lease, or what the status of the business relationship is between the government and the city. Mr. Mascaro stated that there is a memorandum of agreement and that either side has the ability to cancel with 180 days notice at any time.

2. Discussion and Possible Action to Adopt Resolution No. 10496 Authorizing Contract No. 2016-091-COS with JE Dunn Construction, in the Amount of \$248,015 to Conduct Pre-Construction Phase Services as Construction Manager at Risk (CMAR) for the Airport Terminal Area Redevelopment Project

Chris Read, Airport Operations Manager stated that this is the first step in getting together with the contractor on the redevelopment project. This action item is for CMAR. A CMAR comes together with the design team on efficient methods of construction. They do constructability reviews and project plans. At the end, they hold an open bid process to gather quotes from subcontractors to come up with a Guaranteed Maximum Price (GMP). The process began with putting out an Request for Qualification (RFQ). Twelve firms submitted statements of qualification. A committee of six people reviewed the written submittals and chose to interview three contractors. Using a point based system, the committee chose JE Dunn as the most qualified contractor to complete construction services for the project. The actual cost for the contract is \$165,343 plus an additional allowance of \$82,672, for any change of direction or scope, for a total of \$258,015.

In response to a question from Commissioner Ziomek, Mr. Read confirmed that the contract has already passed an in-depth review by the City legal department. In response to Chair Berry's question, Mr. Read confirmed that this contract will take the project all the way through complete construction documents, ready to build.

Commissioner Hobbi asked about the panel's approval process. Mr. Read stated that five of the panel members were City representatives and the sixth was a high level executive from another construction company, which is a requirement in Title 34 of the State Procurement Code. The criteria for selecting the construction manager included level of experience in CMARs, previous

experience with similar projects, and experience not just as a company, but the experience level of the main team within the company.

Vice Chair Celigoy made a motion to adopt Resolution No. 10496 authorizing contract No. 2016-091-COS with JE Dunn Construction in the amount of \$258,015. Commissioner Ziomek seconded the motion, which carried by a unanimous vote of five (5) to zero (0).

3. Discussion and Possible Action for a Recommendation to the Planning Commission and City Council on Case 19-ZN-2002#4 (Scottsdale Marketplace)

Sarah Ferrara, Aviation Planning & Outreach Coordinator introduced planning staff member Greg Bloomberg, who provided the presentation. This case is a request for a mixed use project at the southeast corner of Scottsdale and Chauncey. The site is located within the AC-1 Airport Influence Area. The proposed design is a Planned Regional Center (PRC). PRC, under the Crossroads Planned Community District, (PCD) allows for 60 feet. The applicant would like increased height in a small area. The only area that would be above the current height limit is a multifamily area on the east side of the site. The west side of the site is retail, restaurant and personal service. This is a mixed use project with 301 proposed rental apartments. Maximum building height is 75 feet. FAA height analysis, an aviation easement and fair disclosure are required as part of the zoning action.

John Berry of Berry & Riddell, Chairman of the Phoenix Aviation Advisory Board, stated that current zoning accommodates the proposed development. In front of the project along Scottsdale Road will be retail and some office. Off of Scottsdale Road is the multifamily unit. He cited the long, contentious hearing in February which addressed a development that was requesting additional height and units. The February cases included a request to go from 60 to 90 feet. The difference of 30 feet was to allow dwelling units. This 30 feet difference brings residents closer to the noise. In this case, the project is requesting an additional 15 feet beyond the current allowed 60 feet. The 15 feet has no habitable space within it. Everything from 60 to 75 feet will be above the parking deck. This small area will only be for a clubhouse and amenity area. They are also requesting additional residential units. The previously noted case included a request to increase from 1,111 to 2,466. This project is requesting to increase from 267, which is allowed under current zoning, units to 301, for an addition of 34 units, none of which will be above 60 feet. He reviewed the renderings of the project. The development has agreed to include sound attenuation.

In terms of distance from the Airport and from the 55 DNL, they are approximately one mile from the 55 DNL line and one and three-quarter miles from the edge of the runway. Residential is permitted in the AC-1 and AC-2 areas. However, the requirements under Part 150. Requirements must be met, including issuance of fair disclosure as well as an aviation easement. Mr. Berry reviewed the site plan.

Commissioner Ziomek asked whether the residential area would be located below the parking area. Mr. Berry replied that the parking structure begins at ground level. The multifamily unit wraps around the parking structure. In response to a question from Chair Berry, Mr. Berry stated that the resident area has four levels.

Sound attenuation will be provided in the housing units, even though located a mile away from the 55 DNL. Commissioner Casey noted that in the past, there have been issues about noise

attenuation for condo owners. He asked about the possibility of certifying that the units will always remain as rental units. Mr. Berry was unable to answer, as his client was not present. He added that any such restriction would have to be voluntary. He could recall only one example where such a requirement was imposed. He noted that the Greater Airpark Character Area Plan does not require this either. It does encourage sound attenuation when inside the 55 DNL. Commissioner Ziomek opined that 1.7 miles from the center of the runway is a long distance and not an issue in this case. The larger issue is the buildings going up in Phoenix where there is no control from the Scottsdale perspective.

Vice Chair Celigoy stated that the research performed for this project has been sensitive to the public commentary regarding noise complaints. He asked about whether this represented professional due diligence as well as Mr. Berry's capacity as a member of the Phoenix Airport Advisory Board. Mr. Berry replied that he would never want to blur the lines between his efforts on the Aviation Board in Phoenix with what he does professionally in Scottsdale. However, the opportunity to serve on the Board has heightened his understanding and sensitivity to these types of issues. Commissioner Hobbi shared appreciation for the sensitivity to the noise attenuation issue. The only reason he joined the Commission was the issue of encroachment on the Airport.

Commissioner Casey made a motion to recommend approval of Case 19-ZN-2002#4 with additional language in the form of a deed restriction that the units would remain as rentals and not individually owned and also that sound attenuation be included.

Discussion:

Commissioner Ziomek stated that under current law, the housing units are not restricted to rental only. Mr. Mascaro agreed, noting that the requests today relate only to requesting additional rental units as well the height request. However, the Commission is free to recommend whatever it feels appropriate. Commissioner Casey stated that historically, when someone rents an apartment and is affected by noise issues, they are free to easily move. This is not the case when someone buys a unit, especially in cases of market downturns.

In response to a question from Vice Chair Celigoy, Mr. Bloomberg stated that the City does not have jurisdiction to tell a private organization that they must restrict a development to rental only. The zoning ordinance simply allows multifamily only, including condos, townhomes or apartments. Commissioner Hobbi commented that trying to control whether a development sells condos or rents apartments is an encroachment to developers.

The motion failed for lack of a second.

Commissioner Ziomek made a motion to recommend approval of Case 19-ZN-2002#4 with sound attenuation. Vice Chair Celigoy seconded the motion, which carried by a unanimous vote of five (5) to zero (0).

4. Discussion and Input Regarding the Quarterly Noise Complaint Summary Report

Ms. Ferrara noted that the Airport is entering its slower season with no significant change in this quarter. There are a total of 83 complainants for the quarter, including 34 in April, 26 in May and 23 in June. There are a total of 795 total complaints for the quarter. There was discussion

that in C-7, a total of 494 complaints were submitted by just two complainants. In response to a question from Commissioner Hobbi, Ms. Ferrara confirmed that the development is located in Phoenix.

Commissioner Ziomek stated that Commissioners should be prepared for an uptick in complaints when Optima completes construction on its four condo towers.

Vice Chair Celigoy asked whether liaison activity is done with counterparts at the Phoenix Airport Board with respect to complaints west of Scottsdale Road in the City of Phoenix. Ms. Ferrara replied that they do correspond with Phoenix, however there is no typical interaction. Vice Chair Celigoy asked the same question pertaining to regional airports in North Phoenix. Mr. Mascaro stated that from a regional perspective, the City of Phoenix hosts a Valley Aviation Director's Quarterly meeting to discuss multiple issues. With regards to discussions between Scottsdale and Phoenix regarding noise complaints, communication is very rare. For the most part, they are on the same page in terms of philosophies regarding responding to complaints. On occasion, Scottsdale does receive planning projects from Phoenix Aviation Department that would impact its airspace.

Vice Chair Celigoy asked whether it would be appropriate to agendize a discussion on liaison between the two commissions. Commissioner Ziomek commented that the Scottsdale Airport Advisory Commission has absolutely no say in what goes on in the area across Scottsdale Road. Mr. Mascaro stated he could submit a request to the Phoenix aviation director. He added that Phoenix is so focused on its airport system that they do not have the resources or time to worry about Scottsdale Airport. In the past, they have provided additional resources before flight tracking was available.

Mr. Berry stated that he was not authorized to speak on behalf of the Aviation Board or staff. As a personal reflection, he stated that the Phoenix Aviation Advisory Board does not hear cases as the Scottsdale Airport Advisory Commission does. Lawyers do not appear on the agenda of the Phoenix Aviation Advisory Board to present cases and get a planning recommendation from the Planning Commission or City Council. In terms of coordination and communication between municipalities, he recommended having Director Mascaro and Director Bennett explore opportunities to discuss best practices and concerns.

Vice Chair Celigoy asked whether the Scottsdale Airport Advisory Commission has the authority to liaise with the Phoenix Aviation Advisory Board in a simple working session. Mr. Berry stated that anytime a zoning case comes forward, there is a statutory requirement that adjacent municipalities be notified and that the planning departments communicate on cases that are close to each other. He encouraged Director Mascaro to work with the City Manager or the Director of the Planning Department to ensure that the Commission is made aware when these notifications come forward. The Commission would then have the opportunity to forward written input to the planning department for the City of Phoenix. This may be done as an individual, a commissioner or as staff. Mr. Mascaro stated that notification is provided for most proposals close to the Airport.

5. Discussion and Input Regarding the Monthly Construction Report

Mr. Read stated that there is one completed project, the partial ramp closure at Ross Aviation Main and North aircraft parking aprons. The power vault and rotating beacon relocation project

is out to bid at this time. Taxiway A reconstruction project has been delayed until next year. The FAA is unable to provide funding this year. The erosion protection project plan will soon be entering the design phase.

6. Discussion and Input Regarding Monthly Operations Reports for June

Mr. Read pointed out that the based aircraft totals are similar to last year. Operations numbers are all positive. There was one Alert 1 and four Alert 2s with no outstanding issues. There was a minimal volume of incidents for the month. For enforcement actions, there was a pilot who performed touch and goes during the prohibited overnight hours. Because it was an ongoing issue, the enforcement action was stepped up to a denial of use. Ms. Ferrara added that flight schools are prohibited by ordinance from performing touch and goes from 9:30 p.m. to 6:00 a.m.

In 2013, the City took action, concluding in a settlement agreement with the flight school. The settlement agreement included a provision that these violations would no longer occur. It also included a provision that if two violations occurred in a six-month time period, there would be a process that could lead to denial of use. There was a notice of violation in January followed by a violation in June. The flight school was provided a notice of violation and the Aviation Director sent them a denial of use. At this point, the flight school is unable to use the Airport at all for the next six months. The flight school, Transpac Aviation Academy, is based out of Deer Valley. Since the denial of use was issued, the school has been in complete compliance.

In response to a question from Commissioner Casey, Mr. Read stated that in his 19 years, he has never issued a denial of use for a case such as this.

Mr. Casey asked about the difference between an Alert 1 and an Alert 2. Mr. Read explained that an Alert 1 is a minor difficulty with an aircraft in flight, such as an unidentified noise. An Alert 2 is a little more serious, such as smoke in the cockpit.

Mr. Read stated that in terms of the customs report, there was \$492,775 as of the end of June, an increase of \$21,000 over last year. There were 54 total uses for the month of June and 882 for the fiscal year to date. There were 15 U.S. visits for June. PPRs for aircraft operating at the airport over 75,000 pounds is 26 for the calendar year.

7. Discussion and Input Regarding Financial Reports for May

Mr. Mascaro announced the hiring a new employee, Carmen Williams, who was hired out of Phoenix Mesa Gateway. She is currently on a pre-approved family vacation prior to taking the job.

Revenues year to date are up approximately six percent. Expenditures are down 14 percent. Typically in June, if there is extra funds are left in the budget, the Department highlights areas of focus, such a sealcoat that was just completed for \$30,000.

For fuel flowage, there is a modest increase for Airport jet fuel. Avgas is down. Airpark fuel sales are up quite a bit.

Chair Berry asked why accounts receivable is higher than typical. Mr. Mascaro replied that the receivable figures come directly from the accounting department. He added that every year, the Department bills all of the City uses on the Airport on July 1st. This accounts for the higher than normal totals at this time.

8. Discussion and Input Regarding Public Outreach Programs and Planning Projects

Ms. Ferrara stated that Mr. Mascaro, together with other Arizona airport managers, sent another letter to the FAA in regards to NextGen and RNAV, asking for a response and commitment regarding several of the issues previously outlined in reference to the Phoenix Metroplex Project. A response has not yet been received.

The Department maintains its database for subscribers on airport and for community events. Several listserv notices have been sent out as needed to announce runway closures, construction projects, highlighting the return of Ross Aviation to the Airport as its new FBO and the Ages of Flight exhibit. Another listserv notice went out today to announce an upcoming event on Veterans Day. The Department is registered for both the National Business Aviation Association Conference as well as the Schedulers and Dispatchers Conference. With the announcement of Ross Aviation as the new FBO, there is work to be done on updating airport brochures. In terms of noise outreach, there was only one email during the month. This is aside from the complaints that come in. The City's IT department has completed the update to the new noise complaint application.

Mr. Mascaro discussed a collaboration with residents of the City of Phoenix and the particular resident that filed a petition to the Council several months ago. The individual requested a meeting with the City Manager of Phoenix and himself. They spent approximately an hour listening to the person's concerns. One of the concerns was the noise application, suggesting that it be more streamlined and compatible with cell phone use. The IT department was already working on updates at this time.

Ms. Ferrara stated that staff is gathering ideas for a grand opening for the new Airport Operations Center. The Airport welcomed about 50 students from the Phoenix Indian Center for a presentation. These students are interested in learning about opportunities and careers in aviation.

The Department tracks projects that occur in the Airport Influence Area that are included in the planning and zoning reports. For June, five projects were listed. Twelve 12 voluntary curfew letters were sent out in June.

9. Discussion and Input Regarding Status of Aviation Items to City Council

Mr. Mascaro stated that the two items that will be included on the August agenda include the JE Dunn contract and the ordinance change in Chapter 5 regarding the noise attenuation requirements. Staff will provide updates on the Scottsdale Marketplace and the District at the Quarter. Other topics include the Greystar Kierland Overture and the Wolf Springs Ranch rezoning.

10. Discussion and Possible Action to modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar

Vice Chair Celigoy made a motion to cancel the August Airport Advisory Commission Meeting. Commissioner Ziomek seconded the motion, which carried by a unanimous vote of five (5) to zero (0).

Commissioner Ziomek provided an update on Thunderbird. He stated that the Airport was built in 1942 for the sole purpose of training Army Air Corps pilots. About a year and a half ago, a nonprofit was formed, the Thunderbird Field II Veterans Memorial, whose sole purpose is to commemorate the history of the Airport and honor all veterans. In conjunction with the City, the nonprofit is helping to develop Thunderbird Two Plaza. The centerpiece will be the Stearman biplane under the awning. There will also be plaques denoting the history of the airfield. On November 11th in the Ross Aviation northbound hangars, there will be a 1940s hangar party. It will serve as the fundraiser for the support and purchase of the Stearman. The plan is to have the Stearman built from parts from scratch. The company being contracted to do the work is Aero Flyboys of San Diego. The centerpiece of the party is an aircraft found through Aero Flyboys. Any money raised beyond what is needed will be donated to veterans' groups in the county and state.

PUBLIC COMMENT

No members of the public wished to address the Commission

FUTURE AGENDA ITEMS

No agenda items were added.

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at 7:48 p.m.

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

WEDNESDAY, OCTOBER 26, 2016

SUMMARIZED MEETING MINUTES

PRESENT: Michael Edwards, Chair
Larry S. Kush, Commissioner
David Brantner, Commissioner - telephonically
Matthew Cody, Vice Chair
Ali Fakihi, Commissioner
Michael J. Minnaugh, Commissioner

ABSENT: Paul Alessio, Commissioner

STAFF: Tim Curtis
Sherry Scott
Greg Bloemberg
Jesus Murillo
Taylor Reynolds
Sara Javoronok
Doug Mann
Phil Kercher
John Bartlett

CALL TO ORDER

Chair Edwards called the regular session of the Scottsdale Planning Commission to order at 5:02 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"

ROLL CALL

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

MINUTES REVIEW AND APPROVAL

1. Approval of October 19, 2016 Regular Meeting Minutes including the Study Session.

COMMISSIONER KUSH MOVED TO APPROVE THE OCTOBER 19, 2016 REGULAR MEETING MINUTES INCLUDING THE STUDY SESSION, SECONDED BY COMMISSIONER BRANTNER, THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SIX (6) TO ZERO (0).

EXPEDITED AGENDA

2. [19-ZN-2002#4 \(Chauncey Marketplace\)](#)

Request by owner for a Zoning District Map Amendment from Planned Community (P-C) District to Planned Community (P-C) District with comparable Planned Regional Center (PRC) District, including Development Plan and amended PRC development standards; specifically, eliminate maximum floor area ratio for office and residential, increase allowed building height from 60 feet (exclusive of rooftop appurtenances) to 75 feet (inclusive of rooftop appurtenances), amend minimum building setbacks from property line (20 feet on E. Chauncey Lane, 25 Feet on N. 73rd Place), and reduce minimum property size from 25 acres (gross) to 12 acres (gross); and add Planned Shared Development (PSD) District overlay, including Development Agreement, for a mixed-use project on a +/- 12-acre site, located at the southeast corner of N. Scottsdale Road and E. Chauncey Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is John Berry, 480-385-2727.

Item No. 2: Recommended to City Council for approval of case 19-ZN-2002#4, by a vote of 6-0; Motion by Commissioner Brantner, per the staff recommended stipulations, after determining that the PCD findings have been met and the proposed Zoning District Map Amendment is consistent and conforms with the adopted General Plan, 2nd by Commissioner Kush.

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REGULAR AGENDA

3. 3-TA-2016 (Vacation Rentals or Short-Term Rentals)

Request by the City of Scottsdale to amend the Zoning Ordinance (Ord. No. 455); specifically, Sec. 3.100 (Definitions), Sec. 5.010 (Single-family Residential (R1-190)), Sec. 5.012 (Use Regulations), Sec. 5.100 (Single-family Residential (R1-43)), Sec. 5.100 (Use Regulations), which affects all other Single Family Residential and Two Family Residential districts (R1-130, R1-70, R1-35, R1-18, R1-10, R1-7, R1-5, and R-2), Sec. 5.700 (Medium-Density Residential (R-3)), Sec. 5.703 (Use Regulations), Sec. 5.800 (Townhouse Residential (R-4)), Sec. 5.803 (Use Regulations), Sec. 5.900 (Resort/Townhouse Residential (R-4R)), Sec. 5.903 (Use Regulations), Sec. 5.1001 (Multi-family Residential (R-5)), Sec. 5.1003 (Use Regulations), Sec. 5.2800 (Western Theme Park (W-P)), Sec. 5.2804 (Use Regulations), Sec. 6.800 (Special Campus (S-C)), Sec. 6.803 (Use Regulations), add Sec. 7.203 (Vacation rentals or Short-term Rentals) to Article VII (General Provisions), Sec. 8.511 (Travel accommodations and guest ranches (with one hundred or fewer guest rooms) in R-5, C-2, C-3 and D districts as follows), Sec. 8.512. (Travel accommodations and guest ranches (with one hundred or more guest rooms) in R-5, C-2, C-3 and D districts) and Sec. 8.513 (Travel accommodations and guest ranches in R-4R zones) to revise or eliminate definitions and Use Regulations related to vacation rental or short-term rental uses. Applicant/Staff contact person is Greg Bloemberg, 480-312-4306.

Item No. 3: Recommended to City Council for approval of case 3-TA-2016, by a vote of 6-0; Motion by Commissioner Brantner, after determining that the proposed Text Amendment is consistent and conforms with the adopted General Plan, 2nd by Commissioner Kush.

4. 5-GP-2016 (Desert Mountain Parcel 19)

Request by owner for a major General Plan amendment to the City of Scottsdale 2001 General Plan to change the land use designation from Employment (6.1 +/- acres), Commercial (29.8 +/- acres), Office (29.9 +/- acres), Developed Open Space (18.8 +/- acres), and Rural Neighborhoods (7.1 +/- acres) to Suburban Neighborhoods (55.5 +/- acres) and Developed Open Space (Golf Courses) (36.2 +/- acres) on a 92 +/- acre site located north of the northeast corner of the N. Pima Road and the N. Cave Creek Road intersection. Staff contact person is Taylor Reynolds, 480-312-7924. Applicant contact person is John Berry, 480-385-2727.

Item No. 4: Recommended to City Council for approval of case 5-GP-2016, by a vote of 5-0; Motion by Commissioner Brantner, 2ND by Commissioner Fakh, Vice Chair Cody recused himself.

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5. 17-ZN-2016 (Desert Mountain Parcel 19)

Request by owner for a Zoning District Map Amendment to rezone the subject 92+/- acre site from: the Open Space, Environmentally Sensitive Lands, Hillside District (O-S/ESL/HD), Single-family Residential District, Environmentally Sensitive Lands, Hillside District (R1-35/ESL/HD), Industrial Park, Environmentally Sensitive Lands, Hillside District (I-1/ESL/HD), Central Business, Environmentally Sensitive Lands, Hillside District, and the Commercial Office, Environmentally Sensitive Lands, Hillside District (C-2/ESL/HD), to approximately 36 acres of the Open Space, Environmentally Sensitive Lands (O-S/ESL) and approximately 56 acres of the Townhouse Residential, Environmentally Sensitive Lands (R-4/ESL) zoning district designations, located north of the northeast corner of the N. Pima Road and the N. Cave Creek Road intersection. Staff contact person is Jesus Murillo, 480-312-7849. Applicant contact person is John Berry, 480-385-2727.

Item No. 5: Recommended to City Council for approval of case 17-ZN-2016, by a vote of 5-0; Motion by Commissioner Brantner, per the staff recommended stipulations, after determining that the proposed Zoning District Map Amendment is consistent and conforms with the adopted General Plan, 2nd by Commissioner Fakih, Vice Chair Cody recused himself.

6. 6-UP-2016 (Desert Mountain Parcel 19)

Request by owner for a Conditional Use Permit for a Golf Course on approximately 36 acres, of the subject +/- 92-acre site, with the proposed zoning of Open Space, Environmentally Sensitive Lands (O-S/ESL) zoning district designations based off of case 17-ZN-2016, located north of the northeast corner of the N. Pima Road and the N. Cave Creek Road intersection. Staff contact person is Jesus Murillo, 480-312-7849. Applicant contact person is John Berry, 480-385-2727.

Item No. 6: Recommended to City Council for approval of case 6-UP-2016, by a vote of 5-0; Motion by Commissioner Brantner, per the staff recommended stipulations, based upon the finding that the Conditional Use Permit criteria have been met, 2nd by Commissioner Fakih, Vice Chair Cody recused himself.

Request to speak cards for item no's 4, 5 & 6; Ben Villietta and Tom Leire

ADJOURNMENT

With no further business to discuss, the regular session of the Planning Commission adjourned at 5:43 p.m.

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Chauncey Marketplace

19-ZN-2002#4

City Council

January 17, 2017

Coordinator: Greg Bloemberg

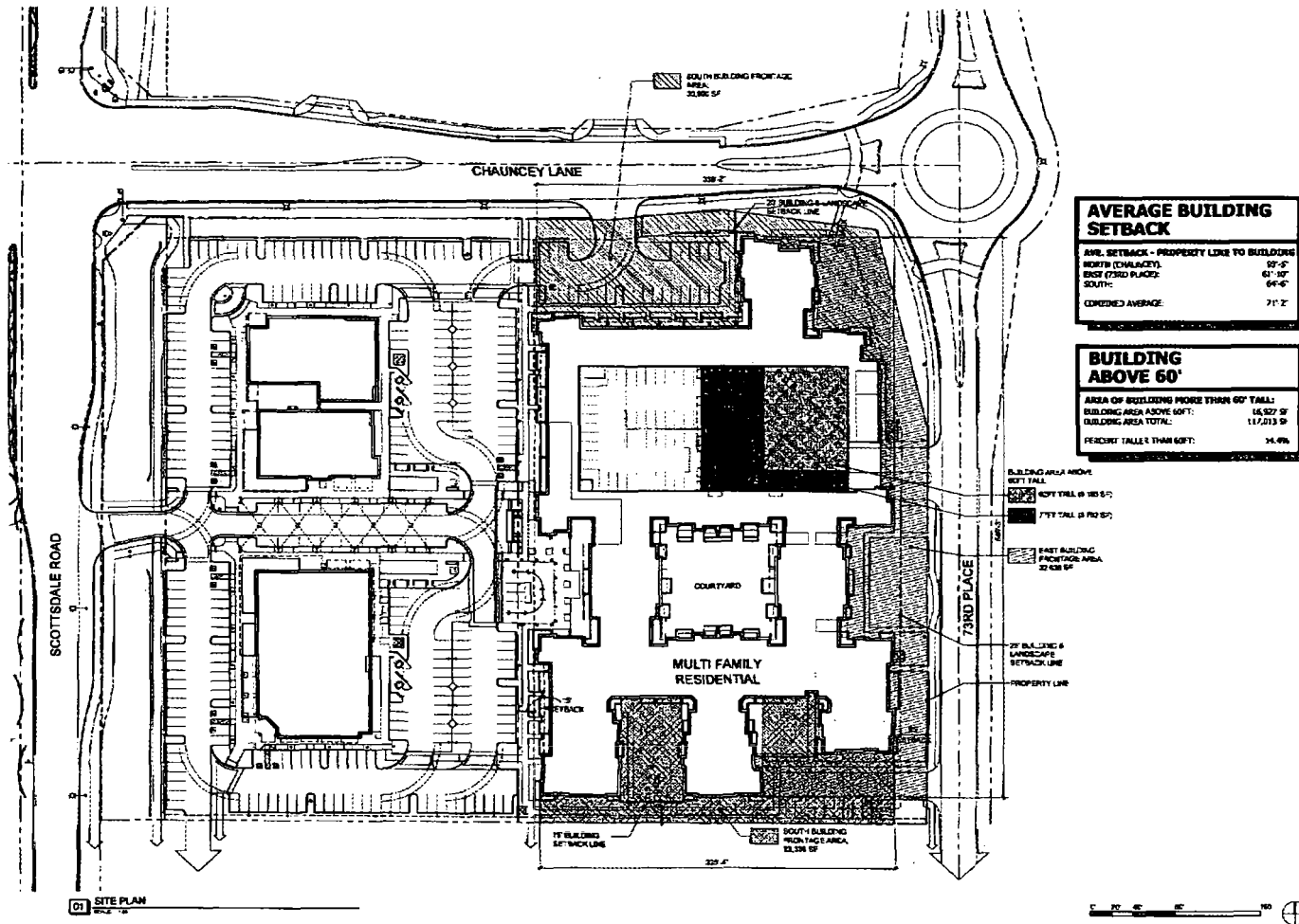
Chauncey Marketplace



CONTEXT AERIAL

19-ZN-2002#4

Chauncey Marketplace



SETBACK & BUILDING HEIGHT EXHIBIT

19-ZN-2002#4

Chauncey Marketplace

Request Summary

- New mixed-use development in Greater Airpark Character Area Plan
- Amended PRC development standards, including:
 - Increase in building height from 60 feet to 77 feet
 - Increase in density from 21 units to 24.5 units per acre

19-ZN-2002#4

Chauncey Marketplace

- Airport Advisory Commission heard proposal on 7/20/16 and recommended approval with a unanimous vote of 5-0, w/ the added stipulation that residential include sound attenuation
- Planning Commission heard proposal on 10/26/16 and recommended approval with a unanimous vote of 6-0

Chauncey Marketplace

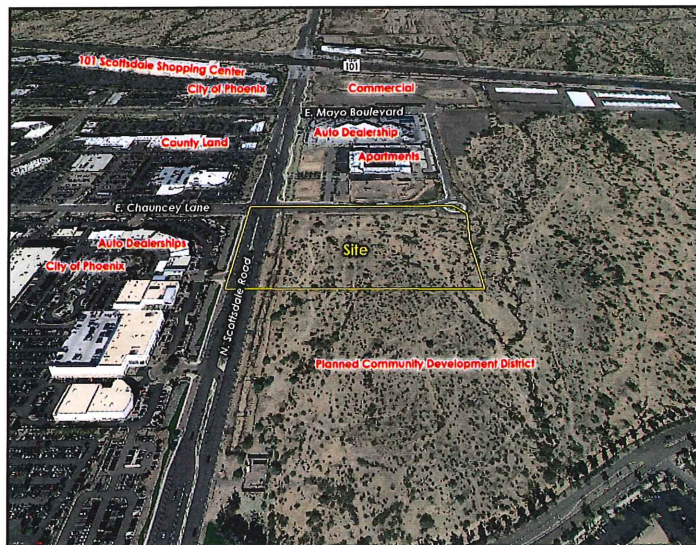
19-ZN-2002#4

City Council

January 17, 2017

Coordinator: Greg Bloemberg

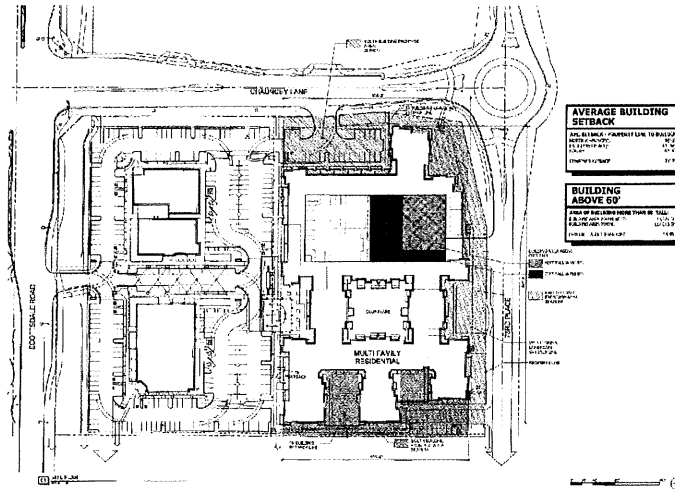
Chauncey Marketplace



CONTEXT AERIAL

19-ZN-2002#4

Chauncey Marketplace



SETBACK & BUILDING HEIGHT EXHIBIT

19-ZN-2002#4

Chauncey Marketplace

Request Summary

- New mixed-use development in Greater Airpark Character Area Plan
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19-ZN-2002#4

Chauncey Marketplace

- Airport Advisory Commission heard proposal on 7/20/16 and recommended approval with a unanimous vote of 5-0, w/ the added stipulation that residential include sound attenuation
- Planning Commission heard proposal on 10/26/16 and recommended approval with a unanimous vote of 6-0

19-ZN-2002#4