Marked Agendas
Approved Minutes
Approved Reports

Ordinance No. 4307

Resolution No. 10797

Resolution No. 10796

Contract No. 2017-071-COS

Official /Signed Resolution can be found at:
https://eservices.scottsdaleaz.gov/eServices/ClerkDocs/Default.aspx

City Council Hearing 6/13/2017

Planning Commission 5/10/2017

25-ZN-2016 & 2-AB-2016

118th & Jomax

Approved Minutes can be found at:

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City Council Hearing 6/13/2017

Planning Commission 5/10/2017

25-ZN-2016 & 2-AB-2016

118th & Jomax

CITY COUNCIL REPORT

Meeting Date: June 13, 2017
General Plan Element: *Land Use*
General Plan Goal: *Create a sense of community through land uses*

ACTION

118th & Jomax
25-ZN-2016 & 2-AB-2017

Request to consider the following:

1. Adopt Ordinance No. 4307 approving a Zoning District Map Amendment from Single-Family Residential, Environmentally Sensitive Lands (R1-190 ESL) and Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) to Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) (+/- 6.7 acres), (R1-70 ESL) (+/- 12.9 acres) and (R1-43 ESL) (+/- 47.7 acres) on +/- 68 acres of a +/- 80 acre site, located at the northeast corner of N. 118th Street and E. Jomax Road.

2. Adopt Resolution No. 10796 approving to abandon a 110-foot-wide Roadway and Public Utility Easement along the N. 120th Street alignment between E. Jomax Road and E. Redbird Road, abandon 20-feet of Roadway and Public Utility Easement along the north side of E. Jomax Road between N. 118th Street and the N. 120th Street alignment, and abandon 15-feet of Roadway and Public Utility easement along the E. Redbird Road alignment, east of the dedicated but undeveloped cul-de-sac located east of the N. 121st Street alignment.

3. Adopt Resolution No. 10797 authorizing Development Agreement 2017-071-COS.

4. Authorize a FY 2016/17 budget appropriation transfer totaling $650,000 from four capital projects including $100,000 from the Trail Improvement Program (YB71), $150,000 from the Sidewalk Improvements project (YD20), $250,000 from the Traffic Signal Construction project (YD23) and $150,000 from the Bikeways Program project (YD28), to a newly created project to be titled 118th Street: Ranch Gate to Dynamite Boulevard. The budget appropriation transfer will be funded by Transportation Sales Tax fund.

Goal/Purpose of Request

The applicant's request is for a Zoning District Map Amendment, and associated Roadway and Public Utility Easement abandonments to allow for a 51 lot single-family residential subdivision.

Key Items for Consideration

- Conformance with Scottsdale General Plan.
- A 30-foot-wide buffered setback is proposed along N. 118th Street and a 35-foot-wide buffered setback is proposed along E. Jomax Road.

Action Taken _____

- Project proposes to dedicate approximately 2.25 acres more Natural Area Open Space than is required.
- Although many of the boulder outcroppings on the site do not meet the definition of a boulder feature pertaining to minimum boulder size, the applicant is willing to dedicate boulder easements to ensure their protection in place.
- As compensation for the Roadway and Public Utility Easement abandonment, the applicant is willing to construct or pay for the construction of N. 118th Street north to E. Rio Verde Drive for a period of time. A Development Agreement addresses the construction of N. 118th Street.
- Some public opposition received and petitions received against constructing N. 118th Street through to E. Rio Verde Drive.
- Planning Commission heard this case on May 10, 2017 and recommended approval with a 4-0 vote.

OWNER

WEST PARCEL
David Rauch
LettivillePark Partners, LLC
480-585-9207

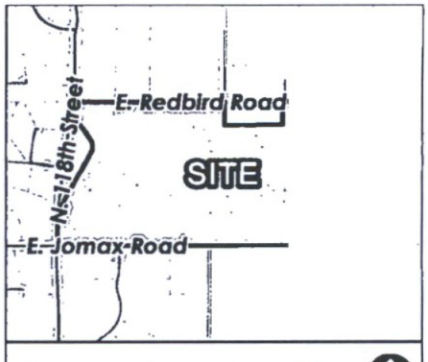
EAST PARCEL
Zach Sakas
Red Bird Vistas, LLC
602-499-9999

APPLICANT CONTACT

John Berry
Berry Riddell LLC
480-385-2727

LOCATION

Northeast corner of N. 118th Street and E. Jomax Road.



General Location Map

BACKGROUND

General Plan

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

The southeast portion of the site is designated as Natural Open Space. This category applies to locations where significant environmental amenities or hazards may exist, including steep slopes,

unstable soils, boulder features, flood hazard areas, lush desert vegetation, bedrock areas, mountain peaks and ridges, natural drainage channels needed to maintain riparian vegetation, migration routes, and historic water flows. Although the applicant is not proposing any zoning change for this portion of the subject site, boulder outcroppings will be preserved via Boulder Easements and Natural Area Open space easements on the private lots to help ensure their protection in place.

Character Area Plan

The 2001 General Plan established Character Area planning as a means of ensuring that quality of development and consistency of character drive Scottsdale's General Plan within the context of community-wide goals. The subject property is within the 2000 Council-adopted Dynamite Foothills Character Area, which encourages large, continuous open spaces in order to better preserve the Rural Desert Character found within this area of the City.

Zoning

The western +/- 40 acres of the site is zoned Single-family Residential, Environmentally Sensitive Lands (R1-190 ESL). The eastern +/- 40 acres of the site is zoned Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL). The zoning is intended to promote residential development on large lots with single-family dwellings being the principal land use. The ESL zoning overlay district is intended to identify and protect environmentally sensitive features.

Zoning History

The west 40 acres was annexed into Scottsdale December 1, 1981 with Ordinance 1432, and zoned to R1-190 (HD) on June 29, 1982 with case 32-Z-82.

The east 40 acres was annexed into Scottsdale October 6, 1983 with Ordinance 1611, and zoned to R1-43 (HD) on May 1, 1984 with case 36-Z-84.

The east 40 acres was then rezoned from R1-43 (HD) to R1-130 (HD) on March 4, 1985 with case 113-Z-84.

Context

The subject undeveloped property is bounded by N. 118th Street on the west, E. Jomax Road on the south, E. Redbird Road on the north, and the McDowell Sonoran Preserve on the east. Please refer to context graphics attached.

Adjacent Uses and Zoning

- North: Single-family residential parcels, but developed and undeveloped zoned R1-190 ESL and R1-130 ESL.
- South: Single-family home sites within the Cantabrica subdivision and undeveloped land owned by the Arizona State Land Department zoned R1-130 ESL.
- East: McDowell Sonoran Preserve zoned R1-130 ESL.
- West: Desert Summit single-family residential subdivision zoned R1-70 ESL on the perimeter and R1-35 ESL on the interior. The subdivision was rezoned from R1-190 (HD) to R1-70 ESL and R1-35 ESL in 1993 with case 76-ZN-92, then modified in 1995 with case

76-ZN-92#3.

Other Related Policies, References:

Scottsdale General Plan 2001, as amended
Dynamite Foothills Character Area Plan
Zoning Ordinance

APPLICANTS PROPOSAL

Development Information

The development proposal includes a Zoning District Map Amendment from Single-Family Residential, Environmentally Sensitive Lands (R1-190 ESL) and Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) to Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) (+/- 6.7 acres), (R1-70 ESL) (+/- 12.9 acres) and (R1-43 ESL) (+/- 47.7 acres) on +/- 68 acres of a +/- 80 acre site. The second portion of the request is to abandon certain portions of Roadway and Public Utility Easements along E. Jomax Road, E. Redbird Road, and along the N. 120th Street alignment between Jomax Road and Redbord Road.

- Existing Use: Undeveloped
- Proposed Use: 51 lot single family residential subdivision on +/- 80 acres
- Parcel Size: 80.3 acres gross / 77.6 acres net
- Area of Zoning Map Amendment: 68.32 acres gross / 68.70 acres net of the +/- 80 acre site
- Building Height Allowed: 24-feet above natural grade
- Building Height Proposed: 24-feet above natural grade, all single-story
- NAOS Required: 27.63 acres
- NAOS Provided: 29.88 acres (mainly as easements on private residential lots)
- Density Currently Allowed: 20 lots (8 on west lot) (12 on east lot)
- Density Proposed: 51 lots proposed
  R1-43 ESL: .80 dwelling units per acre (38 lots)
  R1-70 ESL: .54 dwelling units per acre (7 lots)
  R1-130 ESL: .31 dwelling units per acre (6 lots)

IMPACT ANALYSIS

Land Use

Under the existing R1-190 ESL and R1-130 ESL zoning, up to 20 homes can be built. The proposed zoning designation of Single-Family Residential, Environmentally Sensitive Lands (R1-130 ESL, R1-70 ESL & R1-43 ESL) will allow for 51 dwelling units. The site plan has been designed in a way to preserve natural features, such as boulders and significant vegetation will remain in NAOS areas within easements on residential lots but outside of the building envelopes. The proposal is

consistent with the Desert Summit subdivision to the west in terms of density, lot size and zoning. In 1993, the Desert Summit subdivision was rezoned from R1-190 ESL to a combination of R1-130 ESL, R1-70 ESL, R1-43 ESL and R1-35 ESL for a 132 lot subdivision on a 158 acre property.

Development Standards	Straight R1-190 ESL Zoning	Straight R1-130 ESL Zoning	Proposed R1-130 ESL Zoning *	Proposed R1-70 ESL Zoning *	Proposed R1-43 ESL Zoning *
Minimum Lot Size	190,000 s.f.	130,000 s.f.	97,500 s.f	52,500 s.f.	32,250 s.f.
Minimum Lot Width	300 ft.	200 ft.	150 ft.	188 ft.	113 ft.
Front Setback	60 ft.	60 ft.	45 ft.	45 ft.	30 ft.
Side Setback	30 ft.	30 ft.	23 ft.	23 ft.	15 ft.
Rear Setback	60 ft.	60 ft.	45 ft.	45 ft.	27 ft.
Building Height	24 feet above natural grade	24 feet above natural grade	24 feet above natural grade – limited to single story	24 feet above natural grade – limited to single story	24 feet above natural grade – limited to single story
Density	.21 du/ac (8 lots)	.31 du/ac (12 lots)	.31 du/ac (6 lots)	.54 du/ac (7 lots)	.80 du/ac (38 lots)
Traffic	76 daily trips	114 daily trips	57 daily trips	67 daily trips	361 daily trips

*Amended Development Standards subject to approval by the Development Review Board at time of Final Plat.

Traffic/Trails

The proposed zoning district map amendment is anticipated to generate 485 daily vehicle trips. The developer will be constructing street improvements along their frontage on E. Jomax Road, N. 118th Street, and E. Redbird Road. The developer will construct an 8-foot-wide non-paved trail along the N. 118th Street frontage and an 8-foot-wide non-paved trail along the north side of E. Jomax Road from the N. 118th Street east to the McDowell Sonoran Preserve. Also, the developer will extend an existing 6-foot-wide sidewalk along the south side of E. Jomax Road east to the subdivision entrance and the undeveloped property owned by the Arizona State Land Department.

As part of this request, the applicant is requesting a revision to the current Dynamite Foothills Local

Area Infrastructure Plan (LAIP) for this area. The current LAIP map shows a planned street to be constructed along the N. 120th Street alignment between Jomax Road and Rio Verde Drive, which bisects the proposed development. Also, the current LAIP map shows a trail running from southwest to northeast through the site, and east along the south side of Redbird Road, east to the McDowell Sonoran Preserve. The applicant is requesting a revision to the LAIP map to remove 120th Street between Jomax Road and Redbird Road, as well as remove the planned trail bisecting the subject site. With respect to the planned trail, there is no longer a preserve trailhead proposed at the east end of Redbird Road.

With respect to the removal of 120th Street, the applicant has proposed to improve 118th Street from its current termination at Pinnacle Vista Drive to Rio Verde Drive, approximately one-half mile to the north, as compensation for the loss of the 120th Street connection. N. 118th Street is classified as a minor collector street, and has been identified on the City's Street Plans since 1991 when it was identified on the Circulation Element of the General Plan as a major collector street. After evaluating the request, it was determined that having N. 118th Street connect to E. Rio Verde Drive would provide more benefit to the area circulation than the need for 120th Street to connect between Redbird Road and Jomax Road.

If the request to construct 118th Street is agreed to, the proposed cross section would be one lane in each direction with bike lanes on both sides but no median. This cross section currently exists between Redbird Road and Pinnacle Vista Drive, and was constructed as part of the infrastructure for the Atalon subdivision on the west side of 118th Street.

Abandonment

There is an existing 110-foot-wide Roadway easement along the N. 120th Street alignment between E. Jomax Road and E. Redbird Road that bisects the 80-acre site and the proposed subdivision, as well as some excess right-of-way along E. Jomax Road and E. Redbird Road. As part of this request, the applicant is seeking approval to abandon the following Roadway and Public Utility Easements:

- 110-foot-wide Roadway and Public Utility Easement along the N. 120th Street alignment between E. Jomax road and E. Redbird Road,
- 20-feet of Roadway and Public Utility Easement along the north side of E. Jomax Road between N. 118th Street and the N. 120th Street alignment, and
- 15-feet of Roadway and Public Utility easement along the eastern end of the E. Redbird Road alignment.

As compensation for abandoning these public rights-of-ways and the loss of the 120th Street extension, the developer has proposed a Development Agreement (contract 2017-071-COS) to construct N. 118th Street from its current northern terminus, north to E. Rio Verde Drive, subject to several conditions, some of which are highlighted below. Please view attachment number 5 of this report to view entire proposed Development Agreement.

- City will acquire necessary right-of-way to construct the street within 36 months of the execution of the Development Agreement.

- If the City doesn't acquire necessary right-of-way by the end of the 36-month period, the Developer's obligation to construct the street shall terminate, but developer shall pay the City $215,875.00 in consideration for the requested right-of-way abandonments.

- To facilitate the funding and acquisition of the necessary right-of-way, the Developer will provide the City with a right-of-way acquisition advancement in an amount requested by the City. Thereafter, the City shall repay the Developer the amount of each right-of-way acquisition advancement within 90 days of City's receipt from the Developer of such acquisition. The Developer shall not be obligated to provide more than $650,000.00 in right-of-way acquisition advancements.

- Developer shall have one year from the last required roadway construction permit to complete the street construction.

- If Developer refuses or fails to continue to pursue the construction or completion of the street, the Developer shall be required to make a payment to the City for non-performance. Additionally, the City may cease issuing building permits (but not certificates of occupancy) on the subject project until the street construction project is completed or developer pays the Non-performance payment to the City.

- If Developer is required to pay the Non-performance payment, the amount of the non-performance payment shall be equal to the lesser of $1,500,000.00 and $931,367.00 (base amount) as adjusted by the Engineering News – Record of Construction Cost Index (ENR CCI).

- As security for the Developer constructing the street, and for security for the Developer's payment of the Non-performance payment, upon the City providing the Developer with notice of right-of-way acquisition, the Developer shall deposit a Letter of Credit with the City in the amount of $1,500,000.00.

There is both public support and opposition to extending N. 118th Street north to E. Rio Verde Drive. It should be noted that a denial of the proposed zoning district map amendment does not remove N. 118th Street from the City's Street Classification map. The developer will be required to construct some minor widening of the current street between Jomax Road and Redbird Road regardless of whether the 118th Street development agreement is approved or not. Future development along 118th Street will also be required to dedicate right-of-way and construct appropriate street improvements. N. 118th Street is considered a necessary collector street to provide emergency and service vehicles access for this area instead of utilizing a system of local streets, which would severely impact response time.

Water/Sewer

The developer is responsible for constructing new water and sewer service infrastructure to serve the site, and there are no anticipated impacts. The developer plans on discharging the sewer to a proposed gravity sewer pipe within N. 118th Street. Flows are conveyed to the north along N. 118th Street to a manhole proposed to the east of E. Four Peaks Drive. From this proposed man hole, an 8-inch gravity pipe will be installed within the E. Four Peaks Drive alignment to an existing man hole to the west. This sewer work will need to be coordinated with the Desert Summit homeowners

association.

Public Safety

The nearest fire station is located at 27777 N. Alma School Parkway, approximately 2 miles to the west. The subject site is served by Police District 4, Beat 20. The proposed development is not anticipated to have a negative impact on public safety services.

School District Comments/Review

The Cave Creek Unified School District has confirmed that their school district has adequate school facilities to accommodate the projected number of additional students generated by the proposed rezoning.

Open Space

The development is required to dedicate 27.6 acres of Natural Area Open Space. 29.8 acres is proposed to be dedicated in Natural Area Open Space easements. A 30-foot-wide Desert Scenic landscape buffer is being proposed along N. 118th Street and a 35-foot-wide Desert Scenic landscape buffer is proposed along E. Jomax Road.

Community Involvement

October 6, 2016: Applicant mails notification letters and open house invitations to property owners within 750-feet of the subject site, and a White Project Under Consideration sign was posted on the site.

October 17, 2016: Applicant holds open house neighborhood meeting at the Talon Ranch model home complex, which is located just northwest of the subject property. The open house was attended by 18 interested parties. The applicant's public outreach report is attached to this report.

October 28, 2016: City stalls mails postcards to 73 property owners within 750-feet notifying that a zoning map amendment application has been received and giving direction on how to obtain additional information.

The site has been posted and property owners within 750 feet have been notified of this request and hearing date, time and location.

As of the drafting of this report, staff has received e-mails in opposition to the application, which are attached to this report. The comments are mainly regarding density, traffic and the extension of N. 118th Street to E. Rio Verde Drive.

Community Impact

The proposed rezoning maintains the maximum overall rural neighborhoods density less than one unit to the acre as outlined in the Land Use Element of the General Plan and the Dynamite Foothills Character Area Plan. The project will be providing more NAOS than what is required, preserving boulder outcrops within NAOS and boulder easements, and providing Desert Scenic Roadway setbacks and constructing trails.

The developer of this project has agreed to enter into a Development Agreement to assist the City

with the long term goal of constructing N. 118th Street north to E. Rio Verde Drive. This would provide another vehicular route into and out of this area besides Jomax Road and Happy Valley Road.

Resource Impacts

The required appropriation needed to cover the budget adjustment exists in the city's adopted FY 2016/17 Capital Improvement Plan budget.

OTHER BOARDS & COMMISSIONS

Planning Commission

Planning Commission heard this case on May 10, 2017 and recommended approval with a 4-0 vote.

Staff Recommended to Planning Commission:

1. Staff recommended that the Planning Commission make a recommendation to City Council for approval of case 25-ZN-2016, per the attached stipulations, finding that the proposed Zoning District Map Amendment from Single-Family Residential, Environmentally Sensitive Lands (R1-190 ESL) and Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) to Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) (+/- 6.7 acres), (R1-70 ESL) (+/- 12.9 acres) and (R1-43 ESL) (+/- 47.7 acres) on +/- 68 acres of a +/- 80 acre site, located at the northeast corner of N. 118th Street and E. Jomax Road is consistent with and conforms to the adopted General Plan.

2. Staff recommended that the Planning Commission make a recommendation to City Council for approval of case 2-AB-2017, a request by owner to abandon a 110-foot-wide Roadway and Public Utility Easement along the N. 120th Street alignment between E. Jomax road and E. Redbird Road, abandon 20-feet of Roadway and Public Utility Easement along the north side of E. Jomax Road between N. 118th Street and the N. 120th Street alignment, and abandon 15-feet of Roadway and Public Utility easement along the E. Redbird Road alignment, east of the dedicated but undeveloped cul-de-sac located east of the N. 121st Street alignment, finding that the abandonment is consistent with and conforms to the adopted General plan; subject to the following:

    a. Construct N. 118th Street north to E. Rio Verde Drive within 5 years of this approval, or pay the City up to $931,367.00 after 5 years for the City to construct the street improvements. If either the developer or the City do not construct the street within 10 years of the date of this approval, then the City will refund the $931,367.00, and the developer will be required to make a monetary contribution of $215,875.00 for compensation for the abandonment.

    b. Reserve a Non-motorized public access easement over the 20-foot-wide Roadway and Public Utility Easement to be abandoned along the north side of E. Jomax Road.

STAFF RECOMMENDATION

Recommended Approach:

1. Adopt Ordinance No. 4307 approving a Zoning District Map Amendment from Single-Family Residential, Environmentally Sensitive Lands (R1-190 ESL) and Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) to Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) (+/- 6.7 acres), (R1-70 ESL) (+/- 12.9 acres) and (R1-43 ESL) (+/- 47.7 acres) on +/- 68 acres of a +/- 80 acre site, located at the northeast corner of N. 118th Street and E. Jomax Road.

2. Adopt Resolution No. 10796 approving to abandon a 110-foot-wide Roadway and Public Utility Easement along the N. 120th Street alignment between E. Jomax Road and E. Redbird Road, abandon 20-feet of Roadway and Public Utility Easement along the north side of E. Jomax Road between N. 118th Street and the N. 120th Street alignment, and abandon 15-feet of Roadway and Public Utility easement along the E. Redbird Road alignment, east of the dedicated but undeveloped cul-de-sac located east of the N. 121st Street alignment.

3. Adopt Resolution No. 10797 authorizing Development Agreement 2017-071-COS.

4. Authorize a FY 2016/17 budget appropriation transfer totaling $650,000 from four capital projects including $100,000 from the Trail Improvement Program (YB71), $150,000 from the Sidewalk Improvements project (YD20), $250,000 from the Traffic Signal Construction project (YD23) and $150,000 from the Bikeways Program project (YD28), to a newly created project to be titled 118th Street: Ranch Gate to Dynamite Boulevard. The budget appropriation transfer will be funded by Transportation Sales Tax fund.

RESPONSIBLE DEPARTMENT

Planning and Development Services
Current Planning Services

STAFF CONTACT

Keith Niederer
Senior Planner
480-312-2953
E-mail: kniederer@ScottsdaleAZ.gov

APPROVED BY

Keith Niederer, Report Author — Date: 5-31-2017

Tim Curtis, AICP, Current Planning Director — Date: 5/31/2017
480-312-4210, tcurtis@scottsdaleaz.gov

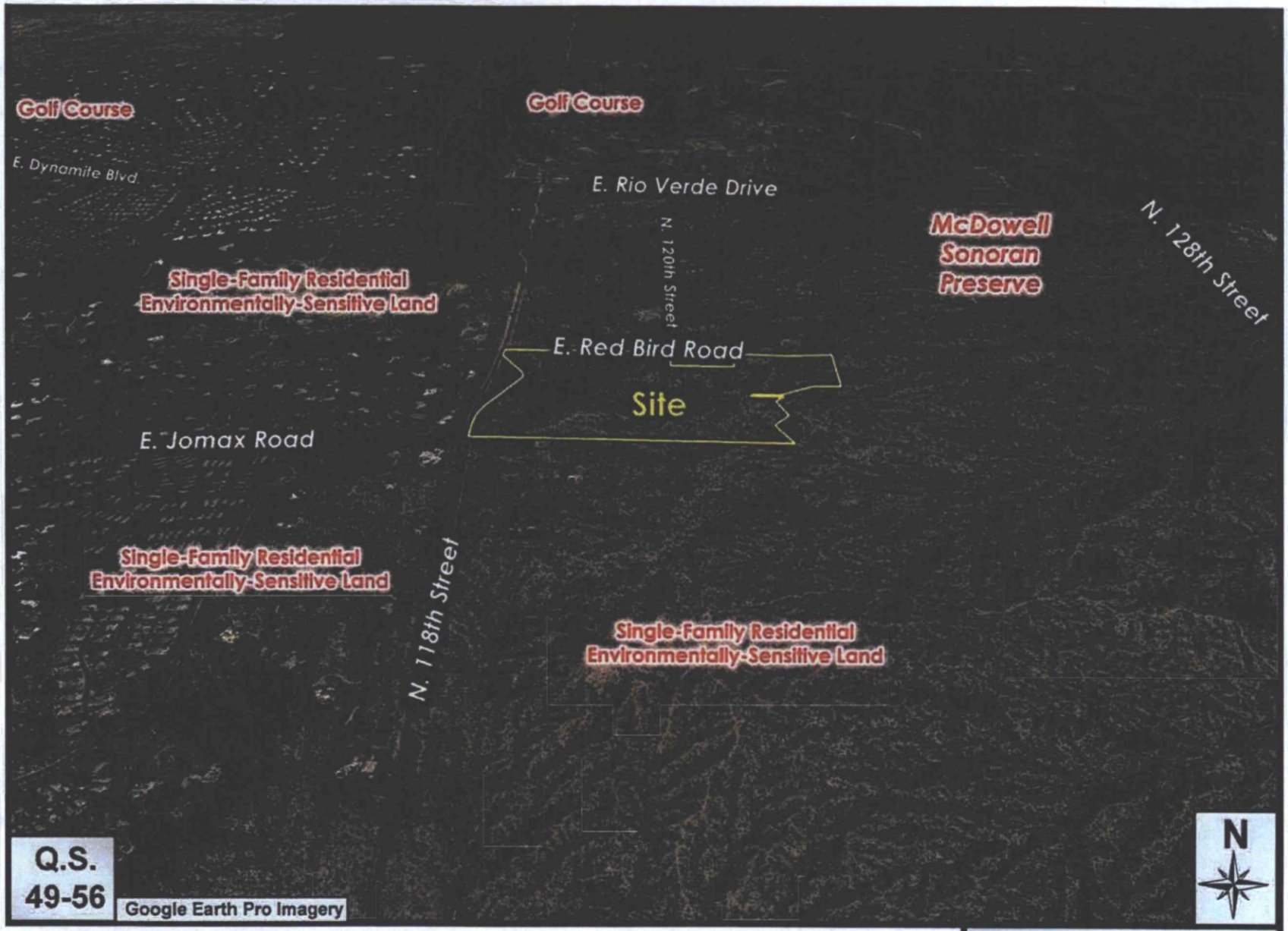
Randy Grant, Director — Date: 5/31/17
Planning and Development Services
480-312-2664, rgrant@scottsdaleaz.gov

Judy Doyle — Date: 5.31.17
Budget Director
480-312-2603, jdoyle@scottsdaleaz.gov

ATTACHMENTS

1. Zoning Context Aerial
1A. Zoning Aerial Close-Up
1B. Abandonment Context Aerial
1C. Abandonment Aerial Close-Ups
2. Ordinance No. 4307
   Exhibit 1: Stipulations
   Exhibit A to Exhibit 1: Site Plan
   Exhibit B to Exhibit 1: Boulder Plan
   Exhibit 2: Zoning Map
3. Resolution No. 10796
   Exhibit A: Legal Descriptions and graphics of abandonment areas
   Exhibit B: Legal Descriptions and Graphics of abandonment areas
   Exhibit C: Legal Descriptions and Graphics of abandonment areas
   Exhibit D: Legal Descriptions and Graphics of abandonment areas
   Exhibit E: Legal Descriptions and Graphics of abandonment areas
   Exhibit F: Legal Descriptions and Graphics of abandonment areas
   Exhibit G: Legal Descriptions and Graphics of abandonment areas
   Exhibit H: Legal Descriptions and Graphics of abandonment areas
   Exhibit I: Letters from various utility companies
4. Resolution No. 10797
5. Contract 2017-071-COS
6. Additional Information
7. Applicant's Zoning Narrative
6A. Applicant's Abandonment Narrative
8. General Plan Land Use Map
9. Existing Zoning Map
10. Traffic Impact Summary
11. Dynamite Foothills Area Local Area Infrastructure Plan Revision
12. Citizen Involvement
13. City Notification Map
14. Correspondence
15. May 10, 2017 Planning Commission Meeting Minutes
16. May 10, 2017 Planning Commission Public Comments

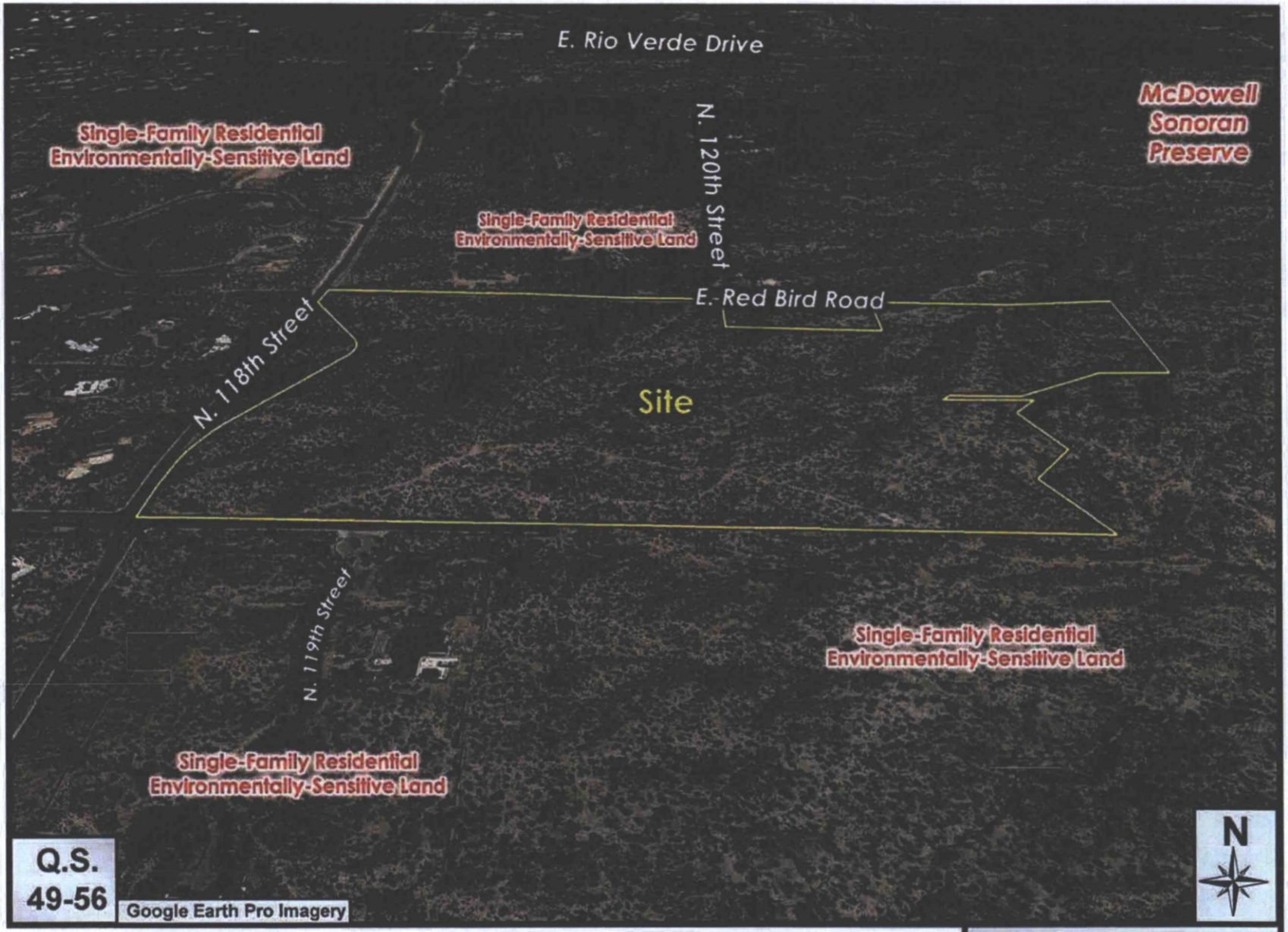
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118th & Jomax

25-ZN-2016

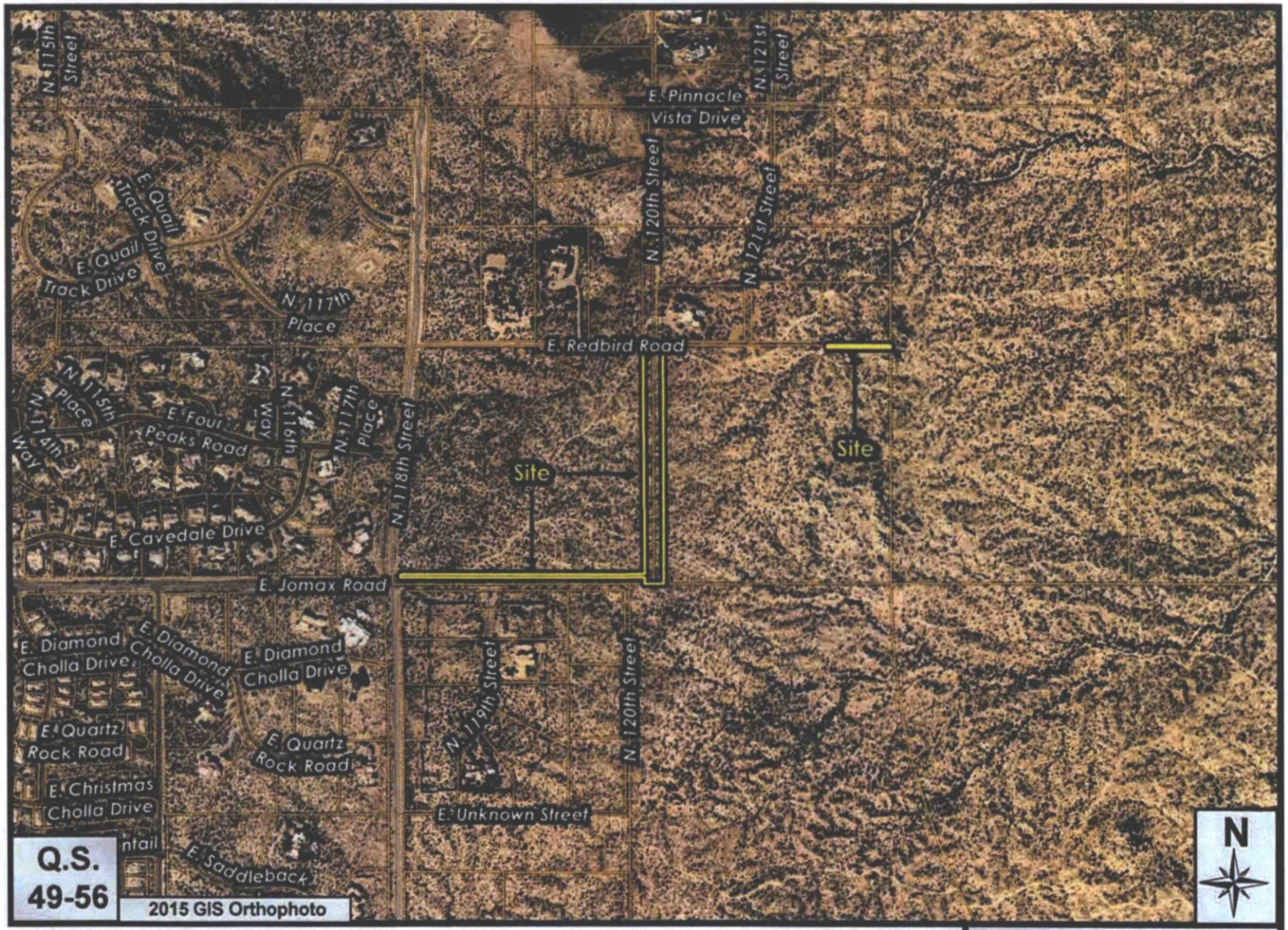
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118th & Jomax

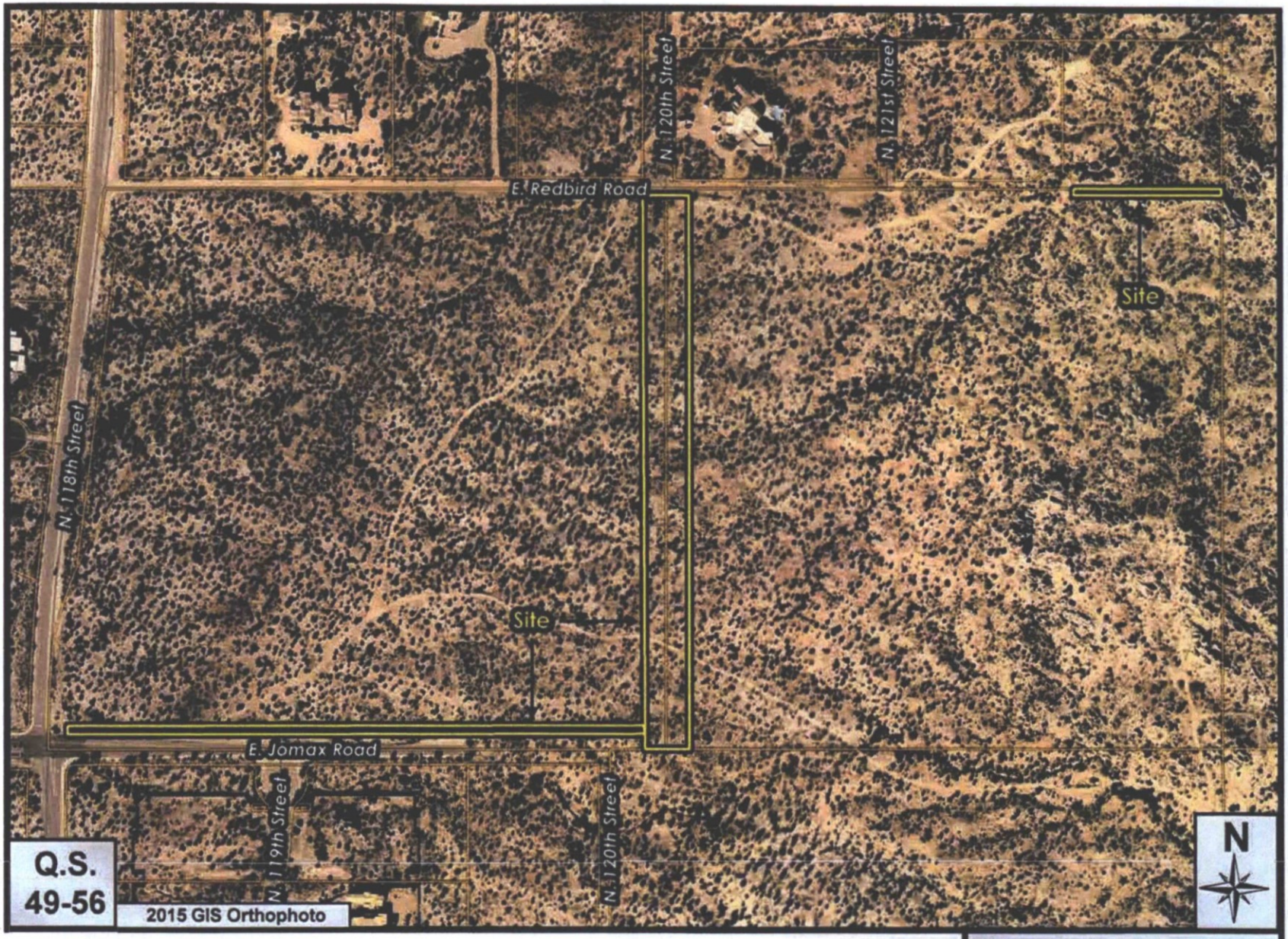
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ATTACHMENT #1B



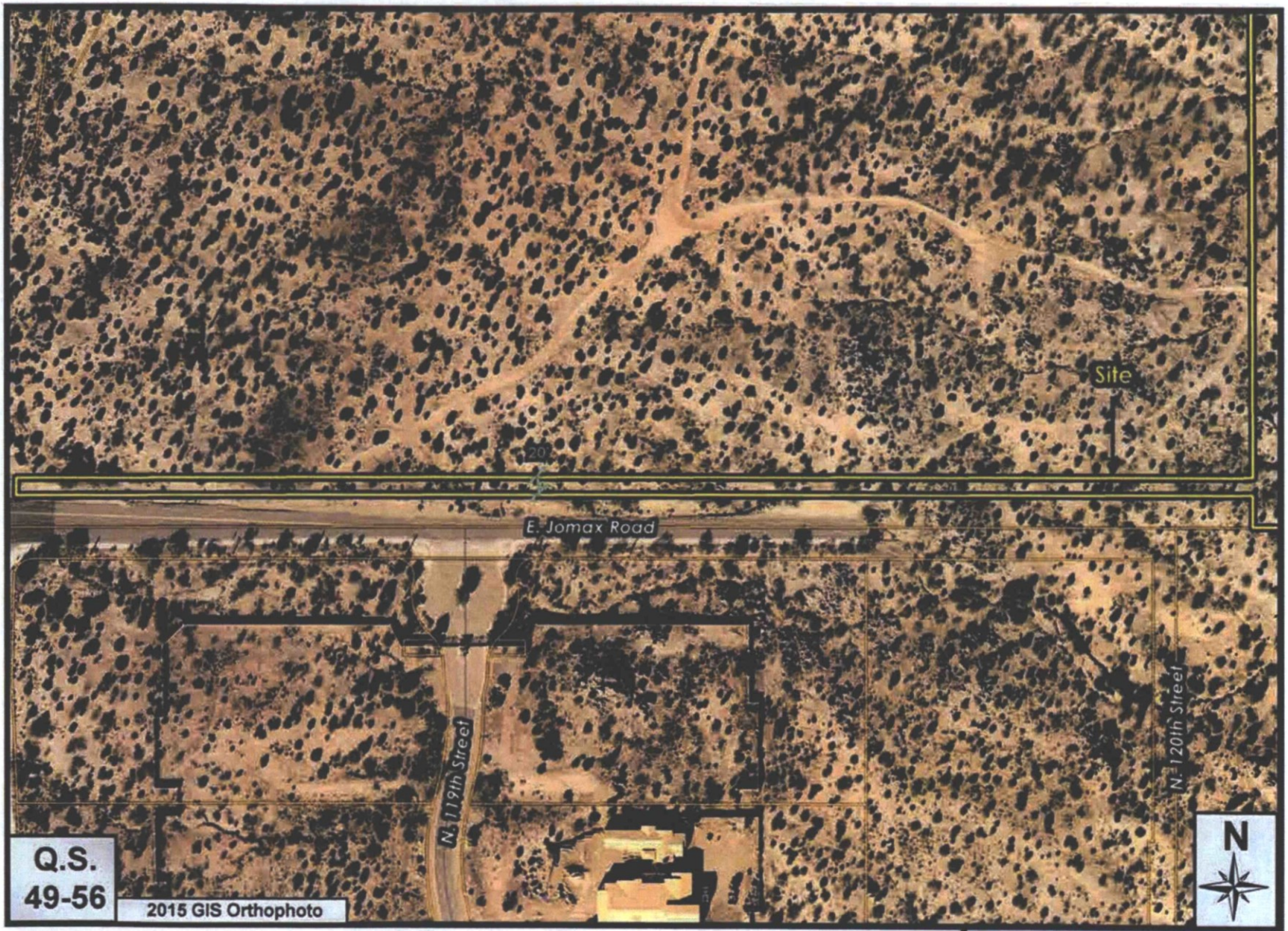
118th & Jomax

2-AB-2017



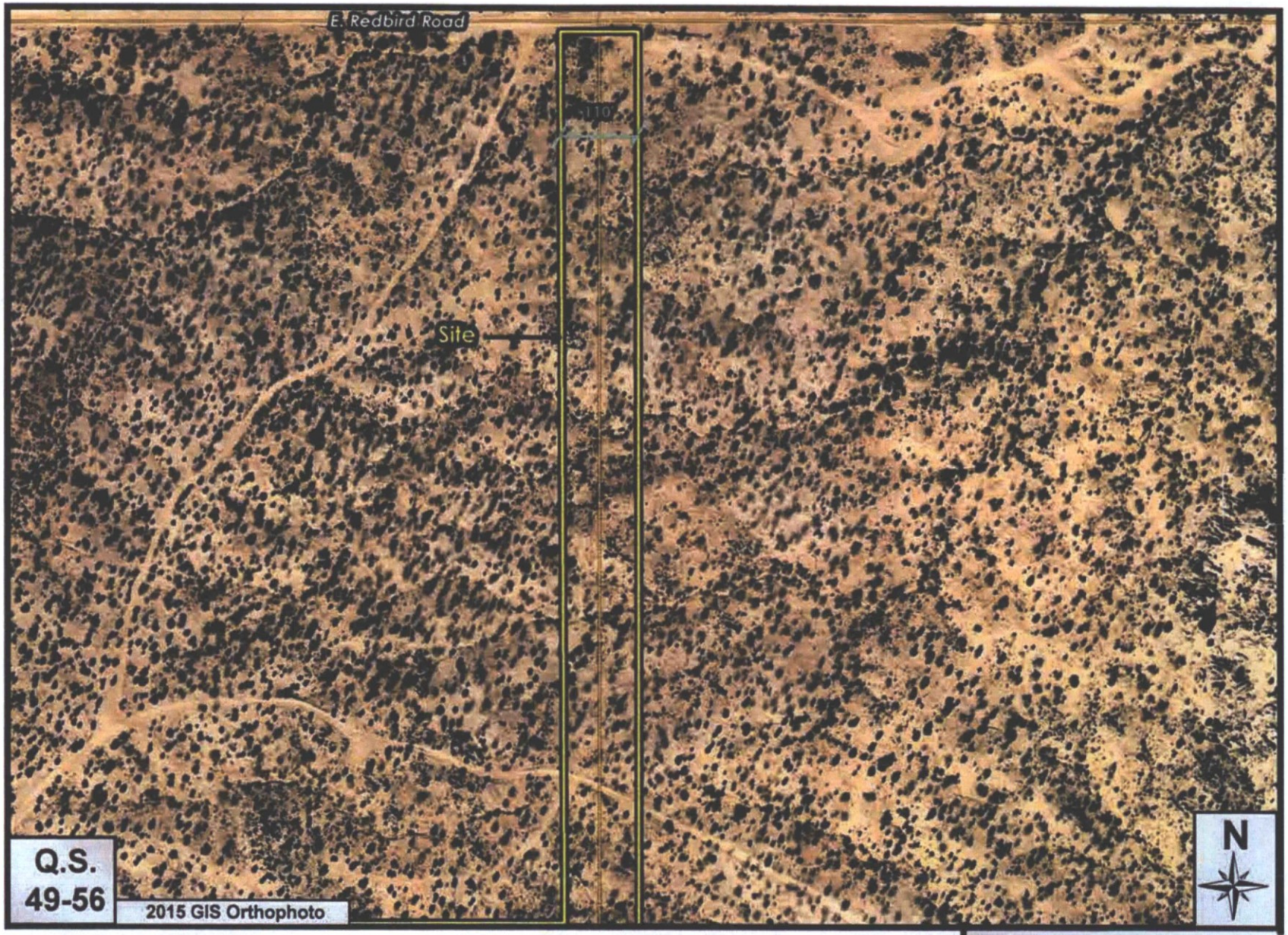
118th & Jomax

2-AB-2017



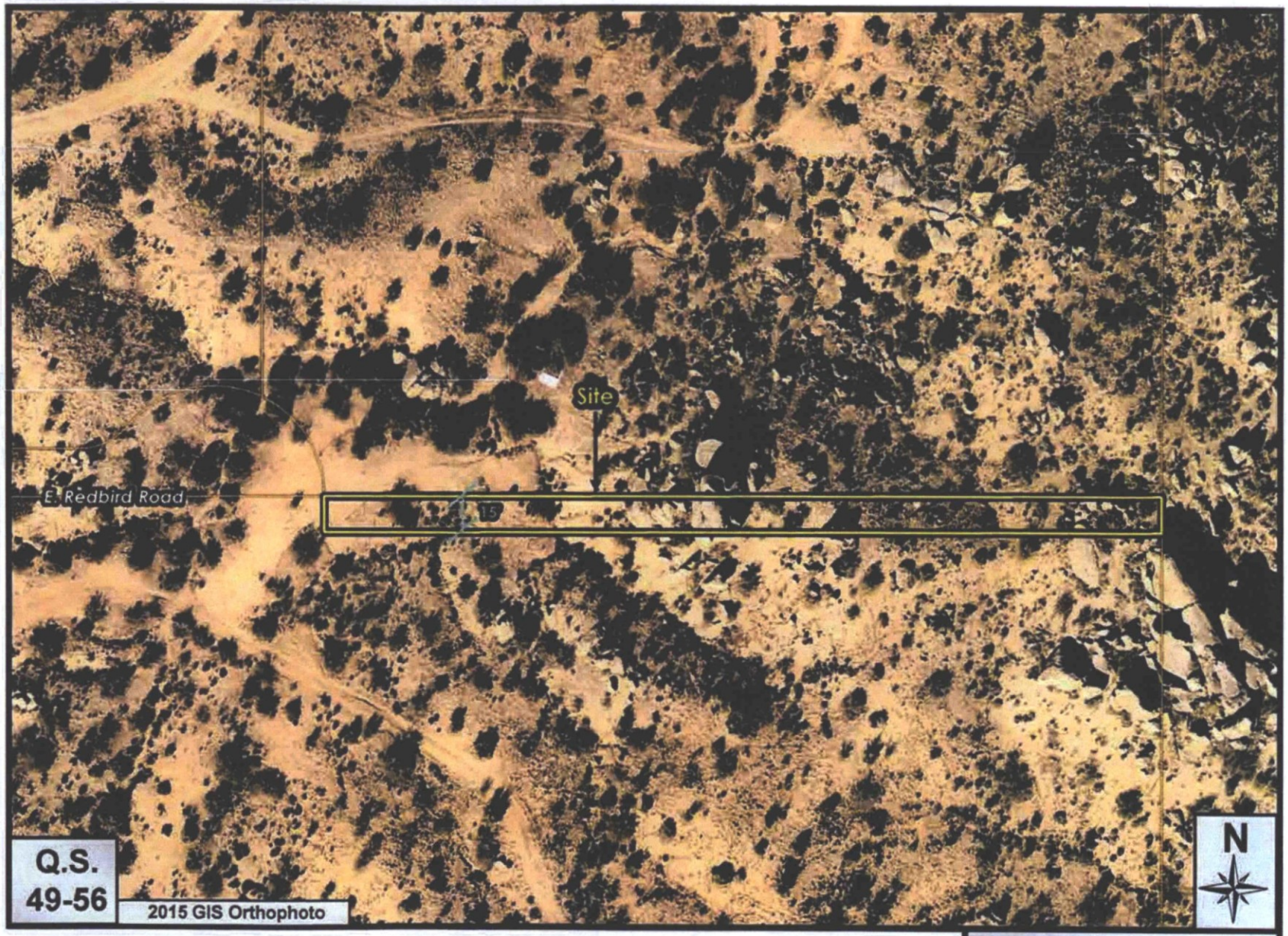
118th & Jomax

2-AB-2017



118th & Jomax

2-AB-2017



118th & Jomax

2-AB-2017

ITEM 27

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: Keith Niederer, Senior Planner KN

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

DATE: 6/13/2017

SUBJECT: **118th & Jomax (2-AB-2017 & 25-ZN-2016)**

Stipulation No. 10 of Exhibit 1 to Ordinance No. 4307 has since been revised as an easement is no longer needed from the Desert Summit subdivision. The necessary utility easement is already in place.

ORDINANCE NO. 4307

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. 25-ZN-2016 FROM SINGLE-FAMILY RESIDENTIAL, ENVIRONMENTALLY SENSITIVE LANDS (R1-190 ESL) AND SINGLE-FAMILY RESIDENTIAL, ENVIRONMENTALLY SENSITIVE LANDS (R1-130 ESL) TO SINGLE-FAMILY RESIDENTIAL, ENVIRONMENTALLY SENSITIVE LANDS (R1-130 ESL) (+/- 6.7 ACRES), (R1-70 ESL) (+/- 12.9 ACRES) AND (R1-43 ESL) (+/- 47.7 ACRES) ON +/- 68 ACRES OF A +/- 80 ACRE SITE, LOCATED AT THE NORTHEAST CORNER OF N. 118TH STREET AND E. JOMAX ROAD.

WHEREAS, the Planning Commission held a hearing on May 10, 2017;

WHEREAS, the City Council held a hearing on June 13, 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. 25-ZN-2016.

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

Section 1. That the "District Map" adopted as a part of the Zoning Ordinance of the City of Scottsdale, showing the zoning district boundaries, is amended by rezoning +/- 68 acres of a +/- 80 acre site located at the northeast corner of N. 118th Street and E. Jomax Road. and marked as "Site" (the Property) on the map attached as Exhibit 2, incorporated herein by reference, from Single-family Residential, Environmentally Sensitive Lands (R1-190 ESL) and Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) to Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) (+/- 6.7 acres), (R1-70 ESL) (+/- 12.9 acres) and (R1-43 ESL) (+/- 47.7 acres) zoning.

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:

By:_____
Carolyn Jagger
City Clerk

CITY OF SCOTTSDALE, an Arizona Municipal Corporation

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

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

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

ATTACHMENT 2

Stipulations for the Zoning Application:
118th & Jomax
Case Number: 25-ZN-2016

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

SITE DESIGN

1. CONFORMANCE TO CONCEPTUAL SITE PLAN. Development shall conform with the conceptual site plan submitted by AndersonBaron and Toll Brothers and with the city staff date of 3/28/2017, attached as Exhibit A to Exhibit 1. Any proposed significant change to the conceptual site plan, as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.
2. MAXIMUM DWELLING UNITS/MAXIMUM DENSITY. Maximum number of lots shall not exceed 51 lots as shown on the site plan exhibit, and maximum density shall not exceed .64 dwelling units per acre.
3. CONFORMANCE TO DEVELOPMENT AGREEMENT. Development shall conform to the development agreement which will be included with the City Council Report. Any change to the development agreement shall be subject to City Council approval.
4. BUILDING HEIGHT LIMITATIONS. No building on the site shall exceed 24 feet in height, measured as provided in the applicable section of the Zoning Ordinance, and limited to single story.
5. BOULDERS. Boulder easements shall be dedicated to the City at the time of Final Plat, in the locations shown on the Boulder Plan submitted by AndersonBaron and Toll Brothers with a date by City staff of 3/28/2017, attached as Exhibit B to Exhibit 1.
6. DESERT SCENIC ROADWAY SETBACKS LOCATION. The Desert Scenic Roadway setback width along E. Jomax Road shall be a minimum of 35 feet, and 30-feet along N. 118th Street, measured from edge of right-of-way. Unless otherwise approved by the Development Review Board, the Desert Scenic Roadway setback shall be left in or revegetated back to a natural condition.

INFRASTRUCTURE AND DEDICATIONS

7. CIRCULATION IMPROVEMENTS. Prior to any permit issuance for the development project the owner shall make required dedications and prior to issuance of any Certificate of Occupancy for the development project, the owner shall provide the required improvements in conformance with the Design Standards and Policies Manual and all other applicable city codes and policies.

a. STREETS. Dedicate the following right-of-way and construct the following street improvements:

Street Name	Street Type	Right-of-way Dedications	Improvements	Notes and Requirements
East Jomax Road	Rural/ESL Local Collector	35-feet along frontage.	Curb and gutter, sidewalk, and pavement, 8-foot trail	a.1., a.2., a.3
North 118th Street	Rural/ESL Minor Corrector	45-feet along frontage.	Curb and gutter, sidewalk, and pavement, 8-foot trail	a.1., a.4.
East Redbird Road	Rural/ESL Local Residential Collector	20-feet along frontage and southern half of cul-de-sac at termination.	Curb and gutter, pavement, shoulder back of curb	a.1., a.5., a.6.
Internal Streets	Rural/ESL Local Residential	Minimum 40-feet Private Street Tracts	curb/gutter, pavement, shoulder back of curb	a.1., a.7.

a.1. All street improvements (curb, gutter, sidewalk, curb ramps, driveways, pavement, concrete, etc.) shall be constructed in accordance with the applicable City of Scottsdale's Supplements to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, and Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction and the Design Standards and Policies Manual.

a.2. Eastern dedication of E. Jomax Road to include future Jomax Road alignment per the site plan submitted by andersonbaron dated 3/01/2017.

a.3. Improve E. Jomax Road to the full Rural/ESL local collector street along the site frontage. Improvements shall match the existing improvements to the south, with the exception of a sidewalk. The improvements shall be extended to the proposed subdivision entrance. The street cross section shall include the construction of an 8-foot wide non-paved multi-use trail within the right-of-way on the north side of the street and the continuation of the existing 6 foot wide sidewalk along the south side of the street.

a.4. Improve N. 118th Street, from Jomax Road to Redbird Road, to match the existing street cross section immediately north of E. Redbird Road, consisting of one lane each direction with bike lanes on both sides. The street cross section shall include the construction of an 8-foot wide non-paved multi-use trail within the right-of-way.

a.5. Improve E. Redbird Road to the full Rural/ESL local residential street along the site frontage. Improvements shall match the existing improvements to the north. The improvements shall be extended from N. 118th Street east to the N. 121st Street alignment.

a.6. Install a residential cul-de-sac at the termination of E. Redbird Road, per the Design Standards and Policies Manual.

a.7. The internal streets shall be dedicated and constructed to the Rural/ESL local residential street cross section, Fig. 5.3-19. The private street tracts shall be dedicated to provide emergency and service vehicle access.

b. VEHICLE NON-ACCESS EASEMENT. Prior to issuance of any building permits for the development project, the owner shall dedicate a one foot wide Vehicular Non-Access Easement (VNAE) on N. 118th Street, E. Jomax Road and portions of E. Redbird Road, along the site frontage, except at the approved street entrance(s).

c. Prior to any Certificate of Occupancy, the owner shall construct 8-foot unpaved trail within the right-of-way along the north side of E. Jomax Road between N. 118th Street and the boundary of the Arizona State Land Department boundary. Maintenance of the unpaved trail will be the responsibility of the homeowners association.

d. Before improvement plan submittal, the owner shall provide documentation of its efforts to coordinate with Arizona State Land Department regarding the trail connection to Arizona State Land Department property south of parcel 216-78-02.

e. City of Scottsdale Preservation staff will be responsible for the final location, approval and securing the access agreement and approval from the Arizona State Land Department for the proposed trail along the E. Jomax road alignment from the subdivision entry road to the McDowell Sonoran Preserve boundary. If the City secures the access rights for the developer to construct the proposed trail, the developer shall construct the proposed trail subject to the conditions set forth in Development Agreement contract number 2017-071-COS.

8. INTERSECTION IMPROVEMENTS. Before improvement plan submittal the owner shall obtain the City of Scottsdale Traffic Engineering's approval for Intersection improvements at the E. Jomax Road and N. 118th Street intersection and off-site roadway improvements. The intersection improvements shall better align lanes north-south and east-west through the intersection. Prior to final plans approval, the developer shall submit an off-site paving plan and a pavement marking and signing plan addressing the modifications required to be made at this intersection.

9. WATER AND SEWER IMPROVEMENTS. Before Final Plat recordation the owner shall provide documentation that any and all sewer or water paybacks against parcels APN 219-79-005 and 216-78-002 have been resolved.

10. WATER AND SEWER IMPROVEMENTS. Prior to any right-of-way permit issuance, the owner shall provide documentation that the Desert Summit Subdivision Home Owners Association has been notified with a construction schedule for the construction of a sewer line connection to the existing sewer in E. Four Peaks Road.



Site data		
R1-43		
Gross Acreage	47.706	0.90 DU/A
Net Acreage	46.754	
Lots	38 Lots	
R1-70		
Gross Acreage	12.334 AC	0.54 DU/A
Net Acreage	12.343 AC	
Lots	7 Lots	
R1-130		
Gross Acreage	19.646 AC	0.31 DU/A
Net Acreage	19.678 AC	
Lots	6 Lots	
Totals		
Gross Acreage	80.286 AC	0.54 DU/A
Net Acreage	77.575 AC	
NAOS Required	37.97 AC	* 49.00%
Open Space Provided	25.34 AC	* 32.69%
Lots	51 Lots	

*Calculation Based on Net Acreage

Lot Data									
Lot #	Zoning	Lot Area	Revegetated NAOS	Undisturbed NAOS	Lot #	Zoning	Lot Area	Revegetated NAOS	Undisturbed NAOS
1		34,363 SF		8,566 SF	27		30,874 SF		21,869 SF
2		47,689 SF		11,932 SF	28		34,265 SF		8,551 SF
3	** R1-43	46,805 SF		12,390 SF	29		46,147 SF		12,376 SF
4		44,388 SF		16,260 SF	30	** R1-43	47,323 SF		13,275 SF
5		50,446 SF		24,228 SF	31		51,470 SF		22,042 SF
6		69,463 SF	193 SF	8,594 SF	32		35,580 SF		16,389 SF
7	** R1-70	73,803 SF	401 SF	15,440 SF	33		44,327 SF		8,200 SF
8		52,526 SF		16,527 SF	34	** R1-70	80,967 SF		28,851 SF
9		63,688 SF		21,457 SF	35		85,393 SF		23,497 SF
10		36,939 SF		10,973 SF	36		49,848 SF		17,690 SF
11		37,748 SF		12,036 SF	37		44,846 SF		16,759 SF
12		40,099 SF		15,849 SF	38	** R1-43	40,783 SF		13,242 SF
13		34,279 SF		17,663 SF	39		33,270 SF		8,403 SF
14		33,730 SF		3,941 SF	40	R1-130	124,888 SF		72,665 SF
15		39,839 SF		13,194 SF	41	** R1-43	37,402 SF		8,093 SF
16		39,804 SF		10,675 SF	42	R1-130	130,725 SF		77,399 SF
17		46,436 SF		11,468 SF	43		130,826 SF		79,201 SF
18	** R1-43	44,809 SF		15,752 SF	44		46,670 SF		15,280 SF
19		46,961 SF		18,093 SF	45		39,796 SF		18,100 SF
20		52,985 SF		17,150 SF	46	** R1-43	39,026 SF		17,225 SF
21		42,576 SF		3,722 SF	47		51,945 SF		32,175 SF
22		47,245 SF		13,194 SF	48		44,702 SF		16,744 SF
23		50,738 SF		26,056 SF	49		108,743 SF	449 SF	57,461 SF
24		42,833 SF		14,529 SF	50	** R1-130	142,527 SF	22,053 SF	79,538 SF
25		40,600 SF		14,739 SF	51		147,574 SF	4,747 SF	99,643 SF
26		40,88 SF		13,08 SF					
Total Lot Area		1,370,486 SF							
Average Lot Area		50,240 SF							

* Utilizes Zoning Standards Without 20% Reductions
** Utilizes Zoning Standards With 20% Reduction

Development Standards								
Standards	R1-43		R1-70		R1-130			
	Standard	20% Reduction Per 5.3303	Standard	20% Reduction Per 5.3303	Standard	* 20% Reduction Per 5.3303		
Lot Size	43,000	32,250	70,000	53,500	130,680	87,500		
Lot Width	150	112	210	160	200	150		
Setbacks								
Front	40	30	60	45	90	45		
Side	20	15	50	25	50	25		
Rear	30	25	60	45	60	45		

City of Scottsdale Fire Department Notes:

1. Drive widths shall meet the minimum requirement of 24-feet in width per Ordinance 4045 & 503.2.1
2. Fire Hydrant spacing, for existing and proposed hydrants, shall be in conformance with Ordinance 4045 & 507.5.1.2
3. Gated entry access points will require a key switch and/or pre-emption sensor per Ordinance 4045 & 503.6.1
4. Divided entrances and drive-thru bypass lanes shall be a minimum of 20-feet in width per Section 2-1.802(2) of the Design Standards and Policies Manual.
5. Prior to final plan approval, there will be a requirement to demonstrate that the fire lane surfaces have the ability to support 83,000-pound gross vehicle weight. This requirement shall be applied to any proposed bridge and/or culvert crossings per Section 2-1.802(3) of the Design Standards and Policies Manual.

Toll Brothers
America's Luxury Home Builder

118TH & JOMAX

Site Plan

plan scale 1:100
date: 03.01.17

andersonbaron
plan - design - achieve
10 a. mechanics drive, ste i
chandler, arizona 85226
ph. 480.599.7955 f.480.599.7965

25-ZN-2016
03/28/17

Ordinance No. 4307
Exhibit A to Exhibit 1
Page 1 of 1

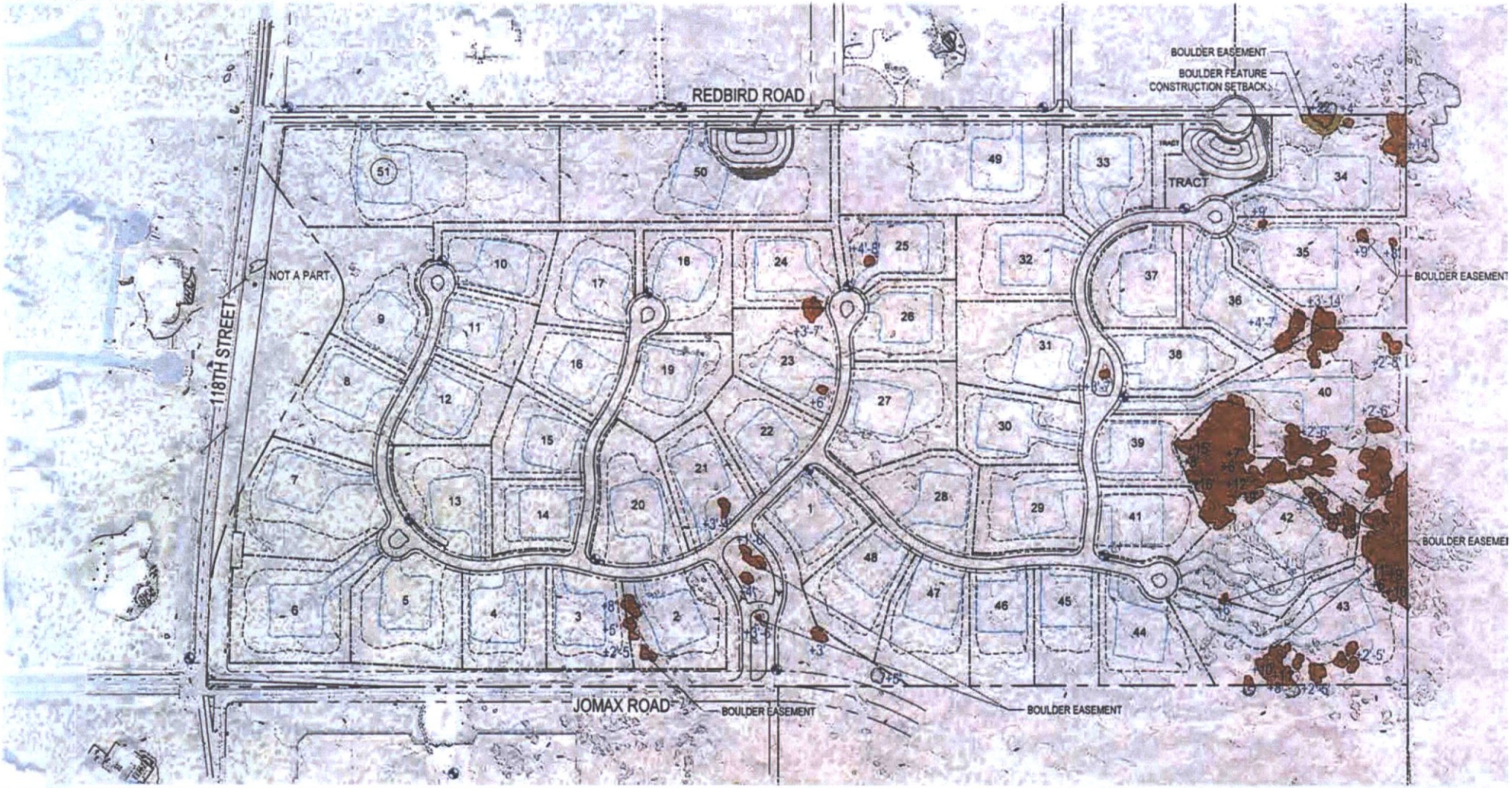
*Boulder Easement

**Boulder Feature Construction Setback

Toll Construction Envelope

+# Approximate Boulder Height Label

NOTE:
EASEMENT OFFSET 3'-5' FROM EDGE OF BOULDER
CONSTRUCTION SETBACK 20' FROM EDGE OF BOULDER



Toll Brothers
America's Luxury Home Builder

118TH & JOMAX

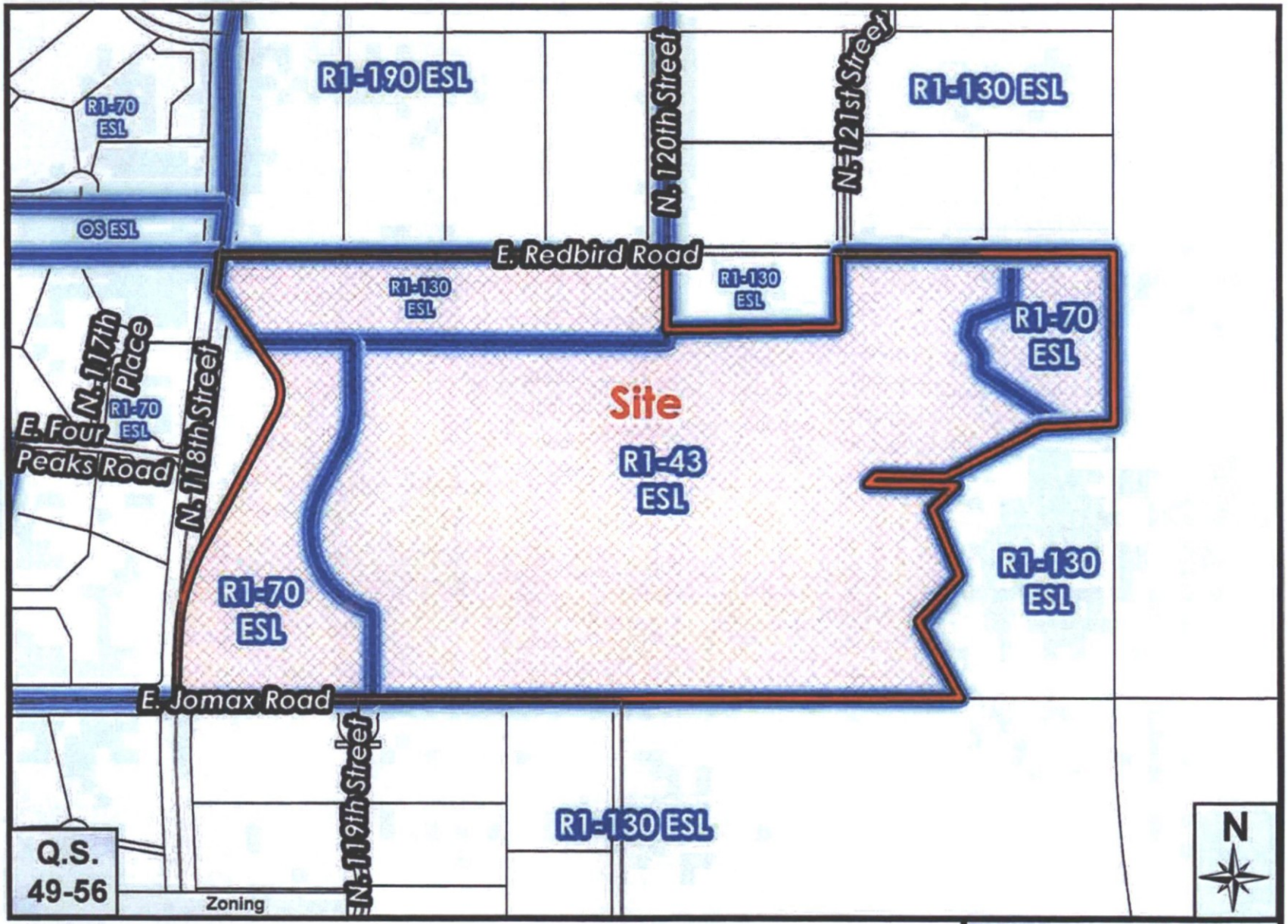
Boulder Plan

plan scale 1:100'
date: 03.15.17

andersonbaron
plan · design · achieve

25-ZN-2016
03/28/17

Ordinance No. 4307
Exhibit B to Exhibit 1
Page 1 of 1



118th & Jomax

Ordinance No. 4307
Exhibit 2
Page 1 of 1

25-ZN-2016

RESOLUTION NO. 10796

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, ABANDONING, SUBJECT TO CONDITIONS AND RESERVATIONS, CERTAIN INTERESTS IN A PORTION OF THE PUBLIC RIGHT-OF-WAY FOR 120TH STREET BETWEEN REDBIRD ROAD AND JOMAX ROAD, 20 FEET OF RIGHT-OF-WAY ALONG THE NORTH HALF OF JOMAX ROAD FROM N. 118TH STREET TO THE NORTH 120TH STREET ALIGNMENT, AND 15 FEET RIGHT-OF-WAY ALONG THE SOUTH SIDE OF E REDBIRD ROAD ALIGNMENT EAST OF THE DEDICATED BUT UNDEVELOPED CUL-DE-SAC LOCATED EAST OF THE NORTH 121ST STREET ALIGNMENT (APPROXIMATELY 350')

(2-AB-2017)

WHEREAS:

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

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

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

D. The Abandonment Right-of-way falls within, serves, affects or is near the parcel (the "Lettiville Park Partners/Red Bird Vistas Parcel") comprising approximately 40.25 acres located southeast of 118th Street and E. Redbird Road, as shown on **Exhibit "I"** attached hereto.

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

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

ATTACHMENT 3

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

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

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

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

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

2.3 An easement for all existing utilities, if any.

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

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

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

3.2 As compensation to the City for the Abandonment Right-of-Way the owners of the Lettiville Park Partners/Redbird Vistas Parcel shall construct 118th Street according to City standards from 660 feet North of Quail Track Drive to E. Rio Verde Drive, in addition to any

application fees or other amounts related to this resolution and in addition to any other amounts payable to City, all according to the terms of Development Agreement 2017-071-COS.

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

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

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

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

CITY OF SCOTTSDALE, an Arizona municipal corporation

_____
W. J. "Jim" Lane, Mayor

ATTEST:

By: _____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Margaret Wilson

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

CERTIFICATE

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

DATED this _____ day of _____, 20_____.

_____
Signature

_____
name printed

Table of Exhibits for Abandonment Resolution No. 10796

Exhibit	Paragraph	Description
A	C	Legal description of roadway and right-of-way for utilities to be abandoned
B	C	Scaled and dimensioned drawing to accompany legal description of roadway and right-of-ways for utilities to be abandoned
C	C	Legal description of roadway and right-of-ways for utilities to be abandoned
D	C	Scaled and dimensioned drawing to accompany legal description of roadway and right-of-ways for utilities to be abandoned
E	C	Legal description of roadway and right-of-ways for utilities to be abandoned
F	C	Scaled and dimensioned drawing to accompany legal description of roadway and right-of-ways for utilities to be abandoned
G	C	Legal description of roadway and right-of-ways for utilities to be abandoned
H	C	Scaled and dimensioned drawing to accompany legal description of roadway and right-of-ways for utilities to be abandoned
I	D	Map of Lettiville Park Partners/RedBird Vistas parcel

EXHIBIT A
LEGAL DESCRIPTION
ROADWAYS AND RIGHT-OF-WAYS FOR UTILITIES
PARTIAL ABANDONMENT

Abandonment of the West 55 feet of the Roadways and Right-of-Ways for Utilities being part of Parcel 13, Parcel Map of The Goldie Brown Pinnacle Peak Ranch: Unit 2, in the City of Scottsdale, County of Maricopa, State of Arizona, recorded in Book 194, Page 26 in the Office of the County Recorder of said County.

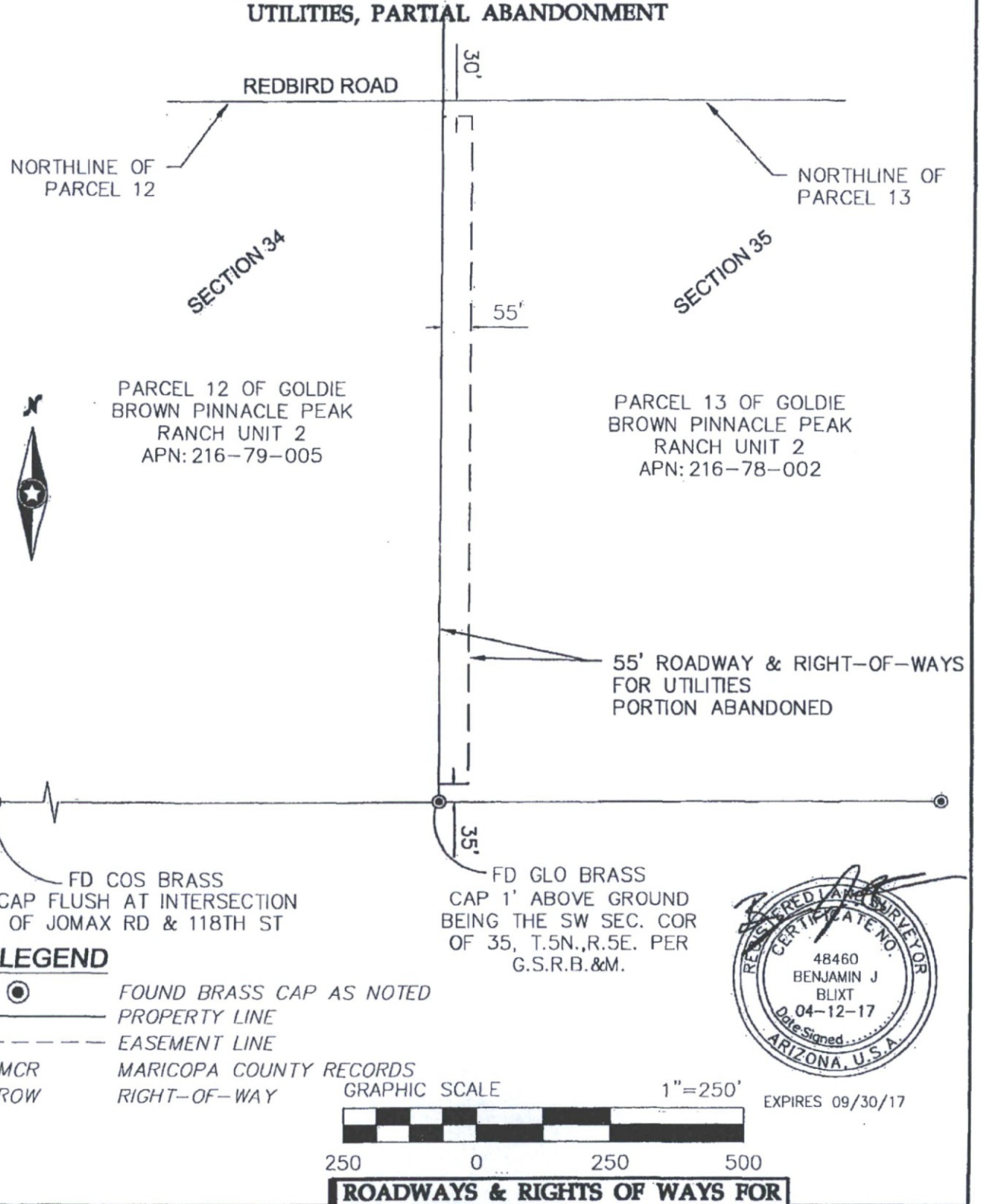
EXCEPT the North 30 feet thereof.
EXCEPT the South 35 feet thereof.

Containing 69,110 square feet, more or less.



EXPIRES: 9/30/17

EXHIBIT B
ROADWAYS AND RIGHT-OF-WAYS FOR UTILITIES, PARTIAL ABANDONMENT



LEGEND

◉	*FOUND BRASS CAP AS NOTED*
———	*PROPERTY LINE*
- - - - - - - -	*EASEMENT LINE*
MCR	*MARICOPA COUNTY RECORDS*
ROW	*RIGHT-OF-WAY*

GRAPHIC SCALE 1"=250'

250 0 250 500

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48460
BENJAMIN J
BLIXT
04-12-17
Date Signed
ARIZONA, U.S.A.

EXPIRES 09/30/17

ROADWAYS & RIGHTS OF WAYS FOR UTILITIES, PARTIAL ABANDONMENT PARCEL 13 OF GOLDIE BROWN PINNACLE PEAK RANCH UNIT 2
SCOTTSDALE, ARIZONA

Westwood
6909 E. GREENWAY PARKWAY
SCOTTSDALE, AZ 85254
PH: 480-74
FX: 480-376-

Resolution No. 10796
Exhibit B
Page 1 of 1

SHEET 1 OF 1

Date: 04-12-17

LEGAL DESCRIPTION
ROADWAYS AND RIGHT-OF-WAYS FOR UTILITIES
PARTIAL ABANDONMENT

Abandonment of the East 55 feet of the Roadways and Right-of Ways for Utilities, being part of Parcel 12, Parcel Map of the Goldie Brown Pinnacle Peak Ranch: Unit 2, in the City of Scottsdale, County of Maricopa, State of Arizona, recorded in Book 194, Page 26, in the Office of the County Recorder of said County.

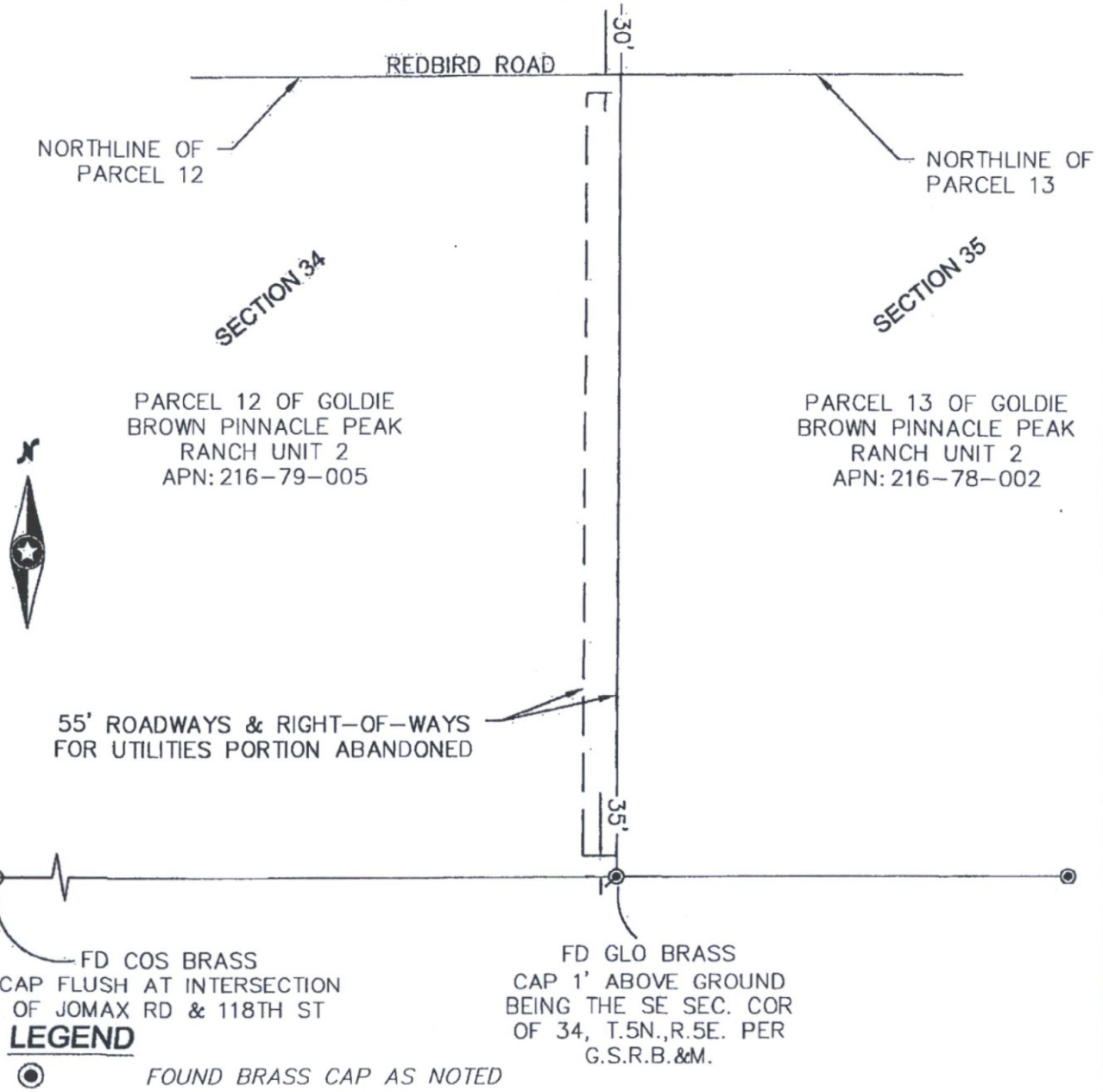
EXCEPT the North 30 feet thereof.
EXCEPT the South 35 feet thereof.

Containing 69,110 square feet, more or less.



EXPIRES: 9/30/17

ROADWAYS AND RIGHT-OF-WAYS FOR UTILITIES, PARTIAL ABANDONMENT



LEGEND

◉	*FOUND BRASS CAP AS NOTED*
———	*PROPERTY LINE*
- - - - - -	*EASEMENT LINE*
MCR	*MARICOPA COUNTY RECORDS*
ROW	*RIGHT-OF-WAY*

GRAPHIC SCALE

250 0 250 500

EXPIRES 09/30/17

ROADWAYS & RIGHT-OF-WAYS FOR UTILITIES, PARTIAL ABANDONMENT PARCEL 12 OF GOLDIE BROWN PINNACLE PEAK RANCH UNIT 2
SCOTTSDALE, ARIZONA

Westwood
6909 E. GREENWAY PARKWAY
SCOTTSDALE, AZ 85254
PH: 480-74[illegible]
FX: 480-376-

Resolution No. 10796
Exhibit D
Page 1 of 1

SHEET 1 OF 1

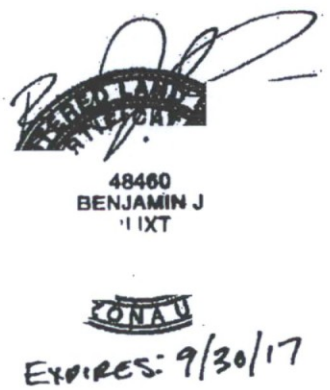
Date: 04/12/17

LEGAL DESCRIPTION
ROADWAYS AND RIGHT-OF-WAYS FOR UTILITIES
PARTIAL ABANDONMENT

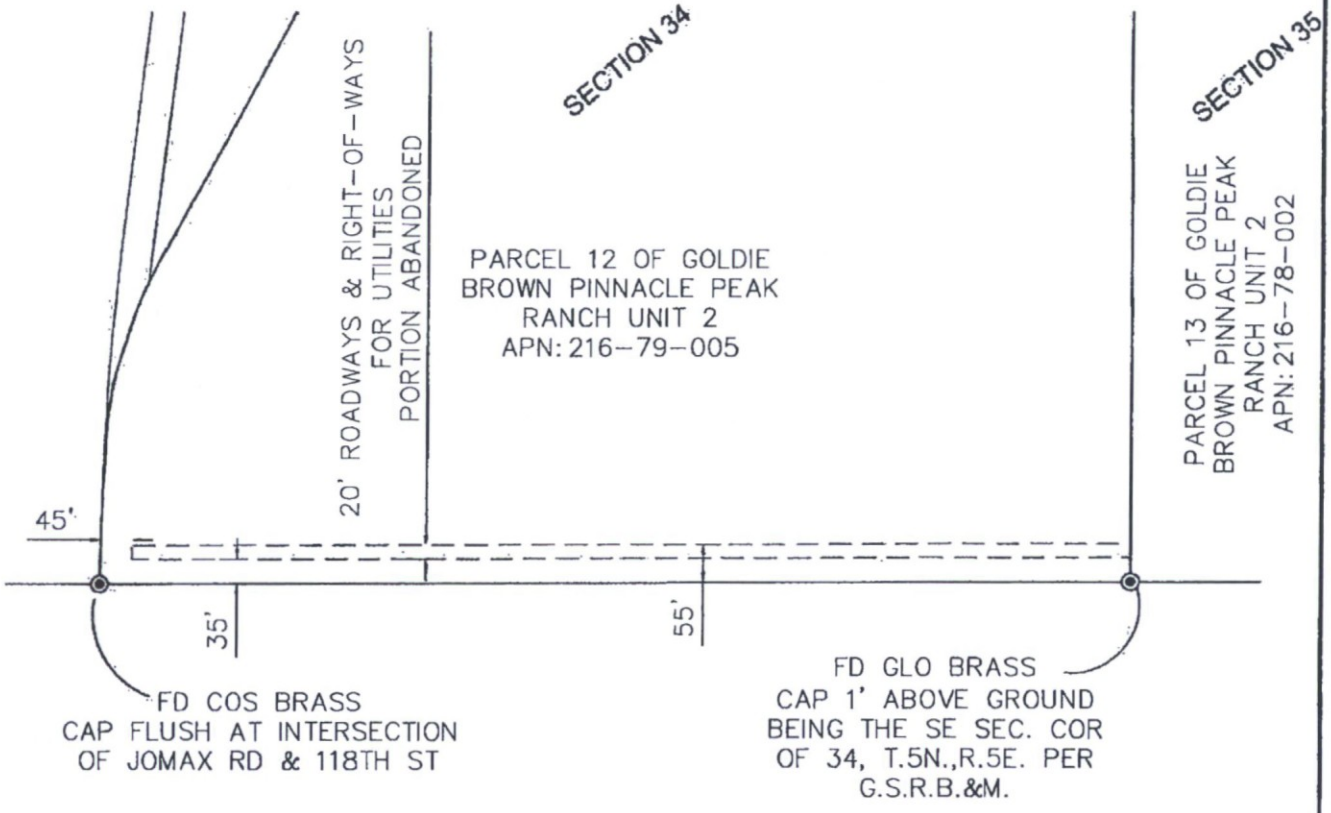
Abandonment of the North 20 feet of the South 55 feet of the Roadways and Right-of Ways for Utilities, being a part of Parcel 12, Parcel Map of the Goldie Brown Pinnacle Peak Ranch: Unit 2, in the City of Scottsdale, County of Maricopa, State of Arizona, recorded in Book 194, Page 26, in the Office of the County Recorder of said County.

EXCEPT the West 45 feet thereof.

Contains 28,426 square feet, more or less.



ROADWAYS AND RIGHT-OF-WAYS FOR UTILITIES PARTIAL ABANDONMENT



LEGEND

◉	FOUND BRASS CAP AS NOTED
———	PROPERTY LINE
- - - - - -	EASEMENT LINE
MCR	MARICOPA COUNTY RECORDS
ROW	RIGHT-OF-WAY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48460
BENJAMIN J
BLIXT
04-12-17
Date Signed
ARIZONA, U.S.A.

EXPIRES 09/30/17

GRAPHIC SCALE 1"=250'

250 0 250 500

ROADWAYS & RIGHT-OF-WAYS FOR UTILITIES, PARTIAL ABANDONMENT PARCEL 12 OF GOLDIE BROWN PINNACLE PEAK RANCH UNIT 2 SCOTTSDALE, ARIZONA

Westwood
6909 E. GREENWAY PARKWAY
SCOTTSDALE, AZ 85254
PH: 480-74
FX: 480-376-

Resolution No. 10796
Exhibit F
Page 1 of 1

SHEET 1 OF 1

Date: 04-12-17

LEGAL DESCRIPTION
ROADWAY & RIGHTS-OF-WAYS FOR UTILITIES
PARTIAL ABANDONMENT

That portion of a Roadways and Right-of-Way for Utilities, recorded in Docket 194, Page 26 per Maricopa County Records, lying within Parcel 13 of Goldie Brown Pinnacle Peak Ranch Unit 2, being a portion of Section 35, Township 5 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel 13;

Thence South 00° 01' 21" East along the East line of said Parcel 13, a distance of 15.00 feet;

Thence South 89° 51' 21" West along a line 15 feet South of and parallel to the North line of said Parcel 13, a distance of 352.50 feet, to a point lying on a curve the radius of which bears North 71° 08' 17" West a distance of 46.00 feet;

Thence Northerly along the arc of said curve through a central angle of 19° 01' 48" a distance of 15.28 feet to a point on the North line of said Parcel 13;

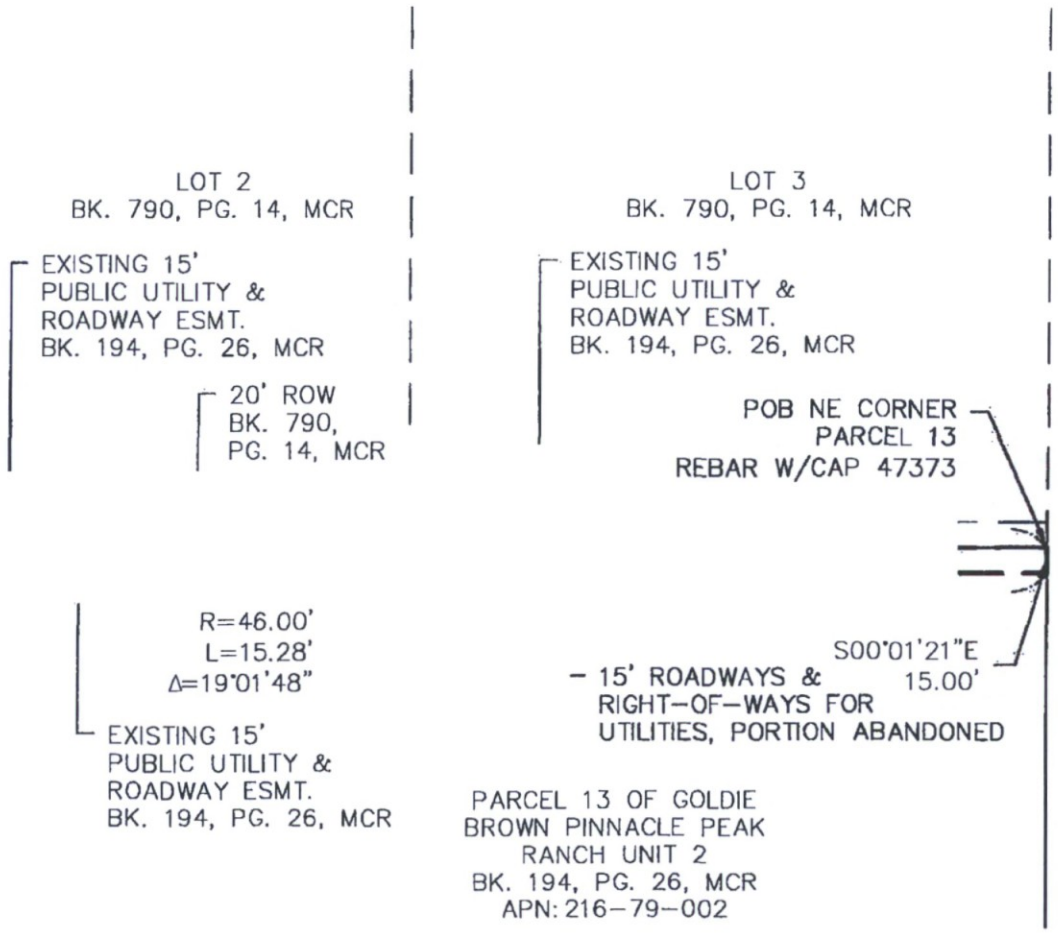
Thence North 89° 51' 21" East along said North line a distance of 350.02 feet to the **POINT OF BEGINNING.**

The above described parcel contains 5,262 square feet more or less.



EXPIRES: 9/30/17

ROADWAYS AND RIGHT-OF-WAYS FOR UTILITIES, PARTIAL AMANDONMENT



LEGEND

•	FOUND REBAR & CAP NOTED
———	PROPERTY LINE
- - - - - -	EASEMENT LINE
— — — —	ADJACENT PROPERTY LINE
MCR	MARICOPA COUNTY RECORDS
ROW	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT

ALL VALUES SHOWN ARE CALCULATED

N

GRAPHIC SCALE 1"=250'

250 0 250 500

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48460
BENJAMIN J
BLIXT
03-02-17
Date Signed
ARIZONA, U.S.A.

EXPIRES 09/30/17

ROADWAYS & RIGHT OF WAYS FOR UTILITIES, PARTIAL ABANDONMENT PARCEL 13 OF GOLDIE BROWN PINNACLE PEAK RANCH UNIT 2
SCOTTSDALE, ARIZONA

Westwood
6909 E. GREENWAY PARKWAY
SCOTTSDALE, AZ 85254
PH: 480-
FX: 480-37

Resolution No. 10796
Exhibit H
Page 1 of 1

SHEET 1 OF 1

Date: 03-02-17

SURV RELEASE PAR 13 NE ROW-PUE REV 3-02-17.dwg



Resolution No. 10796
Exhibit I
Page 1 of 1

ATTACHMENT 4

RESOLUTION NO. 10797

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT AGREEMENT NO. 2017-071-COS FOR PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF N. 118TH STREET AND E. JOMAX ROAD

(118th Street and Jomax project)

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

WHEREAS, it is in the best interest of the City and owner to enter into Development Agreement No. 2017-071-COS for construction of a single family residential development on the property generally located at the northeast corner of N. 118th Street and E. Jomax Road, and for the extension of 118th Street from 660 feet north of Quail Track Drive to East Rio Verde Drive; and

WHEREAS, this Development Agreement No. 2017-071-COS is consistent with the portions of the City's general plan applicable to the property on the date this Agreement is executed.

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

Section 1. That Mayor W. J. "Jim" Lane is authorized and directed to execute Development Agreement No. 2017-071-COS after it has been executed by all other parties.

Section 2. The Mayor, the City Manager or their designees are authorized to approve and execute such other documents as are necessary to carry out the purposes of Contract No. 2017-071-COS.

Section 3. A FY 2016/17 budget appropriation transfer is authorized totaling $650,000 from four capital projects including $100,000 from the Trail Improvement Program (YB71), $150,000 from the Sidewalk Improvements project (YD20), $250,000 from the Traffic Signal Construction project (YD23) and $150,000 from the Bikeways Program project (YD28), to a newly created project to be titled 118th Street Ranch Gate to Dynamite Boulevard. The budget appropriation transfer will be funded by Transportation Sales Tax fund.

Section 4. The City Manager or his designee is authorized to accept from Developer a monetary contribution pursuant to the terms of the Development Agreement, paragraph 2 for use by the City.

Section 5. That the City Clerk is hereby directed to record Development Agreement No. 2017-071-COS with the Maricopa County Recorder within ten (10) days after its effective date.

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

ATTEST:

CITY OF SCOTTSDALE, an Arizona municipal corporation

By: _____
Carolyn Jagger, City Clerk

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

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

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

WHEN RECORDED RETURN TO:

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

DEVELOPMENT AGREEMENT

C.O.S. Contract No. 2017-071-COS
(118th & Jomax)
(Resolution No. 10797)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of June, 2017, by and between the City of Scottsdale, an Arizona municipal corporation ("City") and Toll Brothers AZ Construction Company, an Arizona corporation ("Developer").

RECITALS

A. Developer proposes to improve certain real property currently comprising approximately 80 acres located at the northeast corner of 118th Street and Jomax Road (the "Property"). The approximate current configuration of the Property is described on **Exhibit "A"** (the Legal Description") and is depicted on the map attached hereto as **Exhibit "B"** (the "Property Map").

B. Developer proposes to create a gated, single-family community with 51 lots for environmentally sensitive, luxury residences, including with lot and street layout that is planned to preserve natural features and vegetation on the Property as well as respect the existing terrain, (the "Project").

C. 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. 25-ZN-2016 that includes the stipulations governing the construction of the Project and that are attached as **Exhibit "C"** (collectively, the "Stipulations"). The Development Plan and the Stipulations establish the regulatory regime under which the Project and Property will be developed ("Regulatory Approvals"). The Development Plan is on file with the Clerk of the City, and is incorporated into this Agreement by this reference. This Agreement implements the Stipulations related to certain roadway and pathway improvements.

D. In connection with the Project, Developer would construct all of the roads internal to the Property, dedicate them and configure them to achieve the preservation of natural features and vegetation, all pursuant to and as described in the Development Plan and Stipulations. To

achieve these improvements and protections, Developer seeks to cause the City to abandon the current alignment of 120th Street through the Property, a portion of RedBird Road, and a portion of Jomax Road (collectively, the "ROW Abandonments"). The City has valued such areas at two hundred fifteen thousand eight hundred seventy-five dollars ($215,875.00) the "ROW Abandonments Value". This Agreement describes the considerations the City will receive for undertaking the ROW Abandonments, and the means by which Developer will compensate the City for the ROW Abandonments.

E. Pursuant to the Stipulations, Developer will provide significant road improvements (1) to 118th Street from Jomax Road to Red Bird Road, pursuant to and as set forth in the Development Plan and Stipulations (the "118th Street Improvements"); (2) to Red Bird Road, from 118th Street to the termination of Red Bird Road just west of the McDowell Sonoran Preserve, pursuant to and as set forth in the Development Plan and Stipulations (the "Red Bird Road Improvements"); and (3) to Jomax Road, from 118th Street to the termination of Jomax Road, west of the McDowell Sonoran Preserve, pursuant to and as set forth in the Development Plan and Stipulations (the "Jomax Road Improvements"). In addition, to compensate the City for the ROW Abandonments the City seeks to cause 118th Street to be constructed on the segment from 660 feet north of Quail Track Drive to East Rio Verde Drive (the "Additional 118th Street Construction Project").

F. Pursuant to the Stipulations, Developer will dedicate the rights of way specified in the Project final plat in accordance with the table set forth in Section 7a of the Stipulations.

G. As part of the 118th Street Improvements, Developer will construct an 8-foot wide, unpaved trail within the right-of-way set forth in the 118th Street ROW Dedication Deed, all as set forth in the Development Plan and the Stipulations (the "118th Street Trail"). Developer also will construct an 8-foot wide, unpaved trail both within the Jomax Road right-of-way and within a Private HOA Tract along the northern boundary of Jomax Road (the "Tract") to the eastern edge of the Project entrance, all as set forth in the Development Plan and the Stipulations (the "Jomax Trail"). Further, the City seeks to acquire an easement from the Arizona State Land Department ("ASLD") to allow Developer to construct a trail from the eastern terminus of the Jomax Trail (at the eastern edge of the Project entrance) to the western boundary of the adjacent preserve, on land owned by ASLD and on land contained within the Tract (the "ASLD Trail"), all as set forth in the Development Plan and the Stipulations, and as subject to the terms of this Agreement. To the extent it is within the boundary of the Property, the Jomax Trail is to be constructed within a public non-motorized access easement to allow the residents of the City to be granted public access within the Tract in the form of and as shown on **Exhibit "D"** ("Non-Motorized Access Easement") for use of the Jomax Trail. The ASLD Trail will be located within property subject to permits issued by the ASLD.

H. To complete development as shown on the Site Plan, Developer seeks to cause the City to abandon the excess right-of-way along Red Bird Road and Jomax Road, and abandon any public utility easement along Red Bird Road (collectively, the "Minor PUE & ROW Abandonments"). Abandonment of the various rights of way will be processed separately through abandonment Resolution No. 10796.

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

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

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

1. Term and Conditions.

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

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

1.3 Normal Expiration. Except as otherwise expressly provided herein, this Agreement shall continue in effect until all obligations and rights of the parties under this Agreement have been performed, terminated or have expired. When the Project is completed, the parties shall record a memorandum reciting that this Agreement has terminated except for any ongoing indemnity and related obligations that are expressly set forth in such memorandum; any indemnity and related obligations not set forth in such memorandum thereafter shall be deemed to be terminated. For purposes of the preceding two sentences, the Project shall be deemed completed when the latter of the following occurs: (1) the City issues a Certificate of Occupancy for the last house built within the Project and all of the residential lots within the Project have had houses constructed thereon as contemplated by the Development Plan, and (2) Developer causes the construction of each of the 118th Street Improvements, the Red Bird Road Improvements, the Jomax Road Improvements, and the Additional 118th Street Construction Project and/or the Developer's obligation to construct such improvement(s) has terminated pursuant to the terms of this Agreement.

1.4 Effect of Termination or Expiration on Related Documents. Termination or expiration of this Agreement shall have no effect on the various rights, obligations, interests and conveyances under any documents completed in connection with this Agreement (the "Related Documents"), except in accordance with the terms of such Related Documents, all of which survive termination or expiration of this Agreement and continue to be enforceable according to their terms. Any notice of termination or expiration of this Agreement shall so state.

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

1.6 Early Termination. This Agreement may be terminated by either party only to the extent a termination right may be expressly provided in this Agreement. Terminations for failure of a condition or disruption of a closing due to failure of a condition shall not excuse failure to perform express obligations required to be performed prior to such termination.

1.7 Referendum. If the Regulatory Approvals are invalidated by a referendum, in whole or in part, then this Agreement shall be void *ab initio*.

1.8 Minor Date Adjustments. Closing dates and other dates stated in this Agreement, the Regulatory Approvals, and the Related Documents may be extended only by mutual written formal consent of City and Developer given or withheld in their sole and absolute discretion. City's city manager's authority to consent for City to extensions of any date is limited to extensions not exceeding three hundred sixty (360) days in the city manager's sole and absolute discretion.

1.9 Effective Date. This Agreement shall be effective upon, and only upon, the recording of this Agreement in the records of Maricopa County Recorder's Office.

2. Actions by the Parties. To allow the Property to be developed and improved in accordance with the Development Plan, the Stipulations, and the terms of this Agreement, each of Developer and City agree to and shall complete the following actions:

2.1 Developer's Road Improvements. Developer shall construct the 118th Street Improvements, the Red Bird Road Improvements, and the Jomax Road Improvements pursuant to the Stipulations, but Developer shall not be obligated to construct any portion of the intersections associated with such improvements that is located south of the south curb line of Jomax Road, north of the north curb line of Red Bird Road or west of the west curb line of 118th Street. Further, City acknowledges that the City shall be obligated to design, erect and maintain appropriate traffic controls and all associated elements for the 118th Street and Jomax intersection and the 118th Street and Red Bird intersection.

2.2 Construction of Trails. Pursuant to the Stipulations and this Agreement, and in accordance with the Development Plan, Developer shall cause the construction of the ASLD Trail, but only to the extent that the ASLD provides any required easement. Specifically as to the ASLD Trail, the City shall secure any necessary access and approval from the ASLD to allow Developer to construct the ASLD Trail ("ASLD Approval"). Developer shall be responsible for constructing the ASLD Trail following ASLD Approval, provided that Developer shall not be obligated to expend more than $10,000 on the construction of the ASLD Trail. Further, the parties acknowledge that the proposed ASLD Trail may be deemed, by applicable regulatory authorities, including the ASLD, to cross one or more watercourses with respect to

which any construction of the ASLD Trail would require a permit under Section 404 of the Clean Water Act or any similar permit or regulatory requirement (each, a "Construction Limitation"). Accordingly, if the City does not secure ASLD Approval, the Developer expends at least $10,000 on the construction of the ASLD Trail, and/or if there is imposed any Construction Limitation by any regulatory authority, Developer may proceed with the Project without undertaking any further work with respect to the ASLD Trail that at such time has not yet been undertaken and completed, and the City shall consider Developer to be in compliance with this Agreement as if the construction of the ASLD Trail was not a term of this Agreement, in which case, the Stipulations & Regulatory Approvals shall be deemed to be amended to conform to the Project as set forth in the Development Plan as if the construction of the ASLD Trail were not part of the Project. If Developer is not able to undertake construction of the ASLD Trail by the earlier of (1) the Developer's application for the City's final acceptance of the Project roadways internal to the Project, and (2) the expiration of ten (10) years from the date of this Agreement, Developer shall pay the City the sum of ten thousand dollars ($10,000) and Developer's obligation to construct the ASLD Trail shall terminate. Notwithstanding the preceding sentence, Developer shall retain the right, but not the obligation, to undertake the construction of the ASLD Trail through the date on which the City issues a Certificate of Occupancy for the last house built within the Project and all of the residential lots within the Project have had houses constructed thereon as contemplated by the Development Plan.

2.3 Additional 118th Street Construction Project.

2.3.1 Right of Way Acquisition. In consideration of the City's undertaking the ROW Abandonments, Developer will construct the Additional 118th Street Construction Project, upon, but only upon, (1) the acquisition of all necessary and sufficient right of way by the City, and (2) the City issuing to Developer all necessary permits for the Additional 118th Street Construction Project. City will acquire such right of way for the Additional 118th Street Construction Project as determined necessary and sufficient by the City (the "Necessary 118th Street ROW") within 36 months of the execution date of this Agreement. If City does not acquire all such Necessary 118th Street ROW by the end of such 36-month period, Developer's obligation to construct the Additional 118th Street Construction Project shall terminate, but Developer shall instead immediately provide payment to City in the amount of the Right of Way Abandonments Value (Two Hundred Fifteen Thousand Eight Hundred Seventy-Five Dollars ($215,875)) in consideration of the ROW Abandonments. If City acquires all the Necessary 118th Street ROW within the 36-month period, City shall notify Developer by written notice (the "City Notice of ROW Acquisition").

2.3.2 Developer Advancements for Right of Way Acquisition. To facilitate the City's acquisition of the Necessary 118th Street ROW, Developer shall advance to the City, when and as requested by City, funds for City's acquisition of any parcel of the Necessary 118th Street ROW (each, a "ROW Acquisition Advancement"). Developer shall provide City with a ROW Acquisition Advancement in an amount requested by City within twenty (20) business days of City's request. Thereafter, City shall repay Developer the amount of each ROW Acquisition Advancement within ninety (90) days of City's receipt from Developer of such ROW Acquisition Advancement. Further, Developer shall not be obligated to

provide more than a total of Six Hundred Fifty Thousand ($650,000), in the aggregate, of all ROW Acquisition Advancements. If City fails or refuses to repay any ROW Acquisition Advancement within the required ninety (90) day period (an "Overdue Repayment"), Developer may: (1) refuse to make any further ROW Acquisition Advancements unless and until City pays Developer all Overdue Repayment amounts; (2) delay undertaking or continuing the construction of the Additional 118th Street Construction Project until the City pays all Overdue Repayments (in which case the time for Developer's performance in constructing the Additional 118th Street Construction Project set forth in subsection 2.3.3 shall be extended day-for-day for each day an Overdue Repayment is outstanding from and after the end of the applicable 90-day repayment period); and (3) offset against the amount of any payment of the Right of Way Abandonments Value and/or the Developer's Nonperformance Payment (defined below) the amount of any and all Overdue Repayments (the "Developer's Offset Amount"). If City fails to make an Overdue Repayment for more than twenty-four (24) months from the last day of the ninety (90) day period in which such repayment otherwise was due, Developer's obligation to construct the Additional 118th Street Construction Project shall terminate, in which case Developer shall instead immediately provide payment to City in the amount of the Right of Way Abandonments Value (Two Hundred Fifteen Thousand Eight Hundred Seventy-Five Dollars ($215,875)) as reduced by Developer's Offset Amount.

2.3.3 Construction of Additional 118th Street. Subject to the terms of subsection 2.3.2, upon Developer's receipt of the City Notice of ROW Acquisition within the applicable 36-month period, Developer shall immediately prepare and expeditiously submit its application for right of way construction permits, including all assurances required for construction in the right-of-way, to City with respect to the Additional 118th Street Construction Project. City shall process the application and issue relevant permits in an expeditious manner. Upon Developer's receipt of all relevant permits from City, Developer shall begin construction of the Additional 118th Street Construction Project, shall diligently pursue such construction until completion, and Developer shall have one (1) year from the date the last required permit for the Additional 118th Street Construction Project is issued by City ("Permit Issuance Date") (as such time-period may be extended pursuant to subsection 2.3.2) to complete construction of the Additional 118th Street Construction Project (the "118th Street Completion Deadline").

2.3.4 Developer Nonperformance Consequences. If Developer, for any reason (except as provided in subsection 2.3.2) refuses or fails to continue diligently to pursue the construction and completion of the Additional 118th Street Construction Project after City gives written notice to Developer of such refusal or failure by Developer (a "City Notice of Developer Nonperformance"), Developer shall be required to make a payment to City for such nonperformance pursuant to the terms set forth in subsection 2.3.5 of this Agreement (the "Developer's Nonperformance Payment"). Further, if Developer does not complete the construction of the Additional 118th Street Construction Project by the 118th Street Completion Deadline, City may cease issuing building permits (but not Certificates of Occupancy) with respect to the Project until the Additional 118th Street Construction Project is completed or Developer pays to City the Developer's Nonperformance Payment.

2.3.5 Developer's Nonperformance Payment & Amount. If Developer is required to pay City the Developer's Nonperformance Payment, Developer shall make such payment to City within ten (10) days of the date of the City Notice of Developer Nonperformance and Developer's continuing refusal or failure diligently to pursue the construction and completion of the Additional 118th Street Construction Project. The payment of the Developer's Nonperformance Payment shall be made by cashier's check, wire transfer or other immediately available funds to City. The amount of such Developer's Nonperformance Payment shall be equal to the lesser of (1) One Million Five Hundred Thousand Dollars ($1,500,000), and (2) Nine Hundred Thirty-One Thousand, Three Hundred Sixty-Seven Dollars ($931,367) (the "Base Amount") as adjusted by adding to the Base Amount the product of multiplying the Base Amount by the "Percentage Change," (all as they may be reduced by the Developer's Offset Amount). For purposes of this subsection, the following terms shall apply:

(i) The "Index" shall mean the Engineering News-Record of Construction Cost Index (ENR CCI) (all cities average) or, if such index is at any time hereafter no longer published, the Producer Price Index Final Demand Construction (PPI FDC) published by the Bureau of Labor Statistics of the United States Department of Labor averaged on a calendar year basis;

(ii) The "Base Index" shall mean the Index for the calendar year 2017;

(iii) The "Adjustment Date" shall be the date of the City Notice of Developer Nonperformance;

(iv) The "Adjustment Index" shall mean the average Index for the 12 calendar months immediately preceding the month of the Adjustment Date;

(v) The "Percentage Change" shall mean the percentage equal to the fraction, the numerator of which shall be the Adjustment Index less the Base Index, and the denominator of which shall be the Base Index. This may be expressed as follows:

$$\text{Percentage Change} = \frac{\text{Adjustment Index - Base Index}}{\text{Base Index}}$$

2.3.6 Letter of Credit Security for Developer's Nonperformance Payment. As security for Developer constructing the Additional 118th Street Construction Project if Developer is obligated to do so pursuant to this Agreement, and for security for Developer's payment of the Developer's Nonperformance Payment, upon City providing Developer with the City Notice of ROW Acquisition, Developer shall deposit with the City a Letter of Credit in the amount of One Million Five Hundred Thousand Dollars ($1,500,000), in form and substance substantially of **Exhibit "E"** as it may be required to be revised in final form to be issued as determined by mutual agreement of the City's Treasurer, the issuing lender and Developer (the "Construction Letter of Credit"). If Developer does not make the deposit of the Construction Letter of Credit within thirty (30) days of Developer's receipt of the City Notice of ROW Acquisition, City may elect to cease issuing building permits (but not Certificates of

Occupancy) with respect to the Project until Developer deposits the Construction Letter of Credit with City or Developer makes the Developer's Nonperformance Payment. City shall be entitled to draw against the Construction Letter of Credit if Developer does not diligently pursue construction and completion of the Additional 118th Street Construction Project within ten (10) days of Developer's receipt of the City Notice of Developer Nonperformance. The amount that City may draw from the Construction Letter of Credit shall be equal to the amount of the Developer's Nonperformance Payment as determined pursuant to subsection 2.3.5 of this Agreement.

3. Closing Conditions & Procedures. The closing under this Agreement (the "Closing") shall occur on the tenth (10th) day after the date on which Developer's preliminary plat for the Property (the "Plat") is processed and recorded by the City with the Maricopa County Recorder (the "Closing Date"). The Closing shall be governed by the following:

3.1 Escrow Agent. Fidelity National Title Agency, 60 E Rio Salado Pkwy, Suite 1104, Tempe, AZ 85281 ("Escrow Agent"), Attention Patti Graham, VP/Branch Manager, shall administer transactions requiring escrow services when required by this Agreement. This Agreement shall constitute instructions to Escrow Agent for the transactions contemplated by this Agreement. By executing this Agreement or accepting any escrow hereunder, Escrow Agent agrees to perform the obligations imposed by this Agreement. Escrow Agent's liability under this Agreement is limited to performance of the duties and obligations imposed upon Escrow Agent. Escrow Agent shall in all cases be responsible for any liability or claim arising from its negligence, misconduct or other improper or unlawful act.

3.2 Developer to Open Escrow. Within five (5) days after the date of this Agreement, Developer shall cause Escrow Agent to establish an escrow on the terms set out in this Agreement and shall give City notice that the Escrow is open. Such notice shall be accompanied by a complete copy of this entire Agreement (including exhibits) with an original signature by Escrow Agent.

3.3 Closing Location. Not less than three (3) business days prior to the Closing, City shall designate a location for the Closing within Maricopa County, Arizona. Unless City designates a different location, the Closing shall occur in Escrow Agent's office.

3.4 General Closing Conditions. The Closing shall occur only upon satisfaction of all conditions to the Closing and the performance of all acts and delivery of all documents required to be performed or delivered at or prior to the Closing, or upon formal notice of waiver of any such conditions by the party for whose benefit such conditions exist. A party is not obligated to cause the Closing to occur if an event has occurred or circumstances exist that are (or with the passage of time or giving of notice, or both, would be) an event of default by the other party under this Agreement. Time is of the essence for the Closing.

3.5 Escrow Fees and Closing Costs. Developer shall pay the costs when due of all escrow and termination fees, recording fees, and similar costs.

3.6 Commissions and Fees. City shall not be liable for any real estate commissions or brokerage fees that may arise in connection with this Agreement or the transactions contemplated herein. To the extent any real estate commissions or brokerage fees may at any time be payable in connection with this Agreement, any transaction contemplated herein, or the Property, such shall be Developer's sole obligations, and Developer shall pay, indemnify, defend and hold City harmless therefrom.

3.7 Other City Property. Except as expressly provided herein, this Agreement does not entitle Developer to acquire any real property interest that is now held or may hereafter be acquired by City, and, except as expressly provided herein, City is not obligated to provide any of its own land or real estate interests for use in developing or operating the Project.

3.8 Deliveries. Recording or other official filing of a document as directed by this Agreement shall constitute delivery of the document to the grantee thereunder and acceptance by the grantee.

3.9 Return of Recorded and Filed Documents. Recorded documents shall be returned to the person designated by the forms attached to this Agreement or as executed by the parties (the "Return Person"). If no designation is made for any document, Escrow Agent shall mark the form prior to recording to indicate that City's city attorney is the Return Person. Escrow Agent and the parties shall not change the name or address of the Return Person on any document and shall immediately deliver to the Return Person any recorded document that may come into their possession. The same requirements apply to documents to be filed at any other governmental office.

3.10 Property Taxes. As between City and Developer, all property taxes, assessments, and similar charges applicable to the Property whether arising before or after the Closing shall be paid by Developer.

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

3.12 Priority. All rights and interests held by City from time to time pursuant to this Agreement or pursuant to the Related Documents shall have the same priority as this Agreement. All rights and interests in the Property or this Agreement, or held by City from time to time pursuant to this Agreement or pursuant to the Related Documents, shall be senior in priority to any and all liens, interests or items that are created, claimed, arising, conveyed or existing after the date of this Agreement or that are subjected or subordinated to this Agreement or to any of the Related Documents. No act of Developer, City, or others, and no consent or other action or inaction by City, shall in any way subordinate or otherwise impair City's rights or interests or deprive City's rights or interests of their senior priority. Any real property interests hereafter acquired by Developer or its affiliates or their successors in the Property automatically shall be subject and subordinate to this Agreement and the applicable Related Documents regardless of the manner of acquisition. Upon request by City, Developer and its successors

shall from time to time cause to be executed, acknowledged and recorded instruments confirming the same. This paragraph shall not prohibit City from hereafter electing to execute and record a document explicitly subordinating a City interest in the Property, at the City's sole and absolute discretion.

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

3.14 City Payment. City is not obligated to pay any amount to Developer in consideration of any conveyance to City whatsoever pursuant to this Agreement.

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

4. Closing. The Closing shall be accomplished as follows:

4.1 Closing Documents. On or prior to the Closing Date, City and Developer shall sign, acknowledge, and deposit (or cause to he signed, acknowledged and deposited by all applicable persons) with Escrow Agent the following items (collectively the "Closing Documents"):

4.1.1 Closing Deposits by City. City shall deposit:

4.1.1.1 This Agreement.

4.1.1.2 The Stipulations.

4.1.1.3 The Abandonment Resolutions.

4.1.2 Closing Deposits by Developer. Developer shall deposit:

4.1.2.1 This Agreement.

4.1.2.2 The Stipulations.

4.1.2.3 The Non-Motorized Access Easement

4.1.2.4 A waiver of claims for diminution of value in property (the "Waiver") in the form attached hereto as **Exhibit "F."**

4.1.2.5 Instruments in substantially the form attached hereto as **Exhibit "G"** (the "Lienholder Consents") executed and acknowledged by each person having or

claiming a lien, lease, or other interest that is or may become possessory in any part of the Property whereby such person joins in this Agreement and subjects and subordinates its interests to this Agreement and all requirements, provisions and conveyances of this Agreement. Lienholder Consents are not required from City.

4.1.2.6 Such other documents as Escrow Agent may reasonably request to accomplish the Closing as required by this Agreement.

4.2 Deliveries at Closing. The following shall occur at the Closing in the order listed:

4.2.1 Escrow Agent shall record all of the Closing Documents in the office of the Maricopa County Recorder in the order listed above.

4.2.2 Escrow Agent shall retain for itself Escrow Agent's escrow fee for the Closing.

4.3 Closing Outside Escrow. Unless City or Developer gives notice at least seven (7) days in advance of the Closing, the Closing shall occur outside escrow, with Developer performing the duties of Escrow Agent.

5. Project. Developer's development shall comply with the following:

5.1 No Construction Obligation. Notwithstanding anything else in this Agreement, the Related Documents, or the Stipulations, and specifically with respect to Section 2 of this Agreement, Developer has no obligation to develop the Property or undertake or complete the Project or any of the Developer Improvement Obligations , including with respect to any obligations in Section 2, and Developer may terminate Developer's further performance under this Agreement, the Related Documents, and the Stipulations to the extent any further performance would otherwise thereafter be required unless Developer can obtain financing, for any or all of the Project or any portion thereof, that is acceptable to Developer in Developer's sole and absolute discretion and unless and until Developer is able successfully to process a plat of the Property representing the Project as Developer seeks to develop such Project in its sole and absolute discretion.

5.2 Stipulations. Developer and City agree the Stipulations are incorporated into this Agreement as if they were set out in detail herein. If the City Council amends the Stipulations at the request of the Developer through a public hearing process, the City concurrently shall process and approve an amendment to this Agreement to amend the Stipulations and this Agreement.

5.3 Inspection. City shall have access to the portions of the Property that Developer owns at all times during normal business hours upon reasonable notice (and at all times and without notice in the event of an emergency) for the purpose of administering, monitoring Developer's compliance with, and enforcing this Agreement and the Related Documents, or evaluating the Property or exercising City's other rights hereunder. This right of

access is in addition to access rights for City inspectors or other employees and officers acting within their legal authority, but only may be exercised reasonably.

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

6.1 Events of Default. Developer shall be in default (an "Event of Default") if Developer fails or neglects timely and completely to do or perform or observe any material provision of this Agreement or the Related Documents and such failure or neglect continues for a period of one hundred eighty (180) days after City has notified Developer in writing of such failure or neglect. The one hundred eighty (180) day period shall be extended an additional sixty (60) days upon Developer's request given by notice to City prior to the end of the first one hundred eighty (180) days. If performance to cure such Event of Default, in the exercise of reasonable diligence, would take longer than such period, such period shall be deemed to be extended to allow completion of performance reasonably and diligently pursued.

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

6.2.1 Terminate this Agreement.

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

6.2.3 Abate at Developer's expense any violation of this Agreement.

6.2.4 Be excused without any liability to Developer therefor from further performance of any or all of City's obligations under this Agreement.

6.2.5 Insist upon Developer's full and faithful performance under this Agreement during the entire remaining term of this Agreement.

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

6.2.7 Exercise any remedy provided to City in the Related Documents.

6.2.8 Notwithstanding the foregoing, Developer shall not be liable for the following:

6.2.8.1 Punitive or other exemplary or multiple damages.

6.2.8.2 Damages due to City's or the public's failure to receive the Community Benefits.

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

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

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

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

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

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

6.4 Non-waiver and City Contract Administrator Authority. No failure by City or Developer to demand any performance required of the other under this Agreement, and no acceptance by City or Developer of any imperfect or partial performance under this Agreement, shall excuse such performance, or waive or impair in any way the other's ability to insist, prospectively and retroactively upon full compliance with this Agreement. Only City's formally designated contract administrator (who shall be designated by City's city manager from time to time) shall be authorized to administer this Agreement and the Related Documents for City or speak for City regarding this Agreement or the Related Documents, except that the Stipulations shall be administered for City by City's planning and development services department through its normal processes. Upon execution of this Agreement, City and Developer shall each designate a contract administrator to coordinate the respective party's participation in carrying out its obligations under this Agreement. The City's initial contract administrator shall be the Transportation Director. A party's contract administrator need not be exclusively assigned to this Agreement. The City's contract administrator's authority is limited to the administration of the requirements of this Agreement. Whenever this Agreement requires

the notice, approval or consent of the City in writing, such notice, approval or consent shall be binding on the City when given by the Transportation Director. Developer shall be responsible for securing all zoning and other land use approvals, development review, building and other local, state, county or federal governmental approvals and for satisfying all governmental requirements pertaining to any of Developer's obligations under this Agreement and shall not rely on the City's contract administrator for any of the same.

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

7. Condemnation. In the event of any taking or condemnation, the condemnation proceeds shall be divided between City and Developer as their interests may appear.

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

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

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

8.2.1 Claims arising only from the gross negligence of City.

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

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

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

9 Developer's Records. City shall have access to records regarding the Project as follows:

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

9.2 Information. Developer shall furnish, from time to time, such information as City reasonably may request pertaining to Developer's and City's respective rights and obligations with respect to this Agreement as reasonably determined by City. Developer need not disclose information that is not related to City's rights and obligations related to the Project, this Agreement and the Related Documents.

9.3 Right of Inspection. Developer shall (i) permit and assist City and its representatives at all reasonable times to inspect, audit, copy and examine, as applicable, Developer's records, (ii) cause its employees and agents to give their full cooperation and assistance in connection with any such visits or inspections, and (iii) make available such further information concerning Developer's business and affairs relating to the Property as City may from time to time reasonably request. Such inspection shall be limited to matters relevant to City's and Developer's rights and obligations under this Agreement as reasonably determined by City.

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

10.1 Work on Public Land and Improvements. Prior to commencing construction on City rights-of-way or commencing construction of improvements for public use, Developer shall obtain City standard form encroachment permits (which City shall issue on the same terms City issues encroachment permits for other projects), if applicable, and shall provide

to City Public Improvements Covenant to Construct documents in the form attached hereto as **Exhibit "J,"** and any required performance bond in the form of **Exhibit "K."** Developer may elect to provide a single Public Improvements Covenant to Construct the entire Project or a separate Public Improvements Covenant to Construct for each portion of such construction. The blanks in each Public Improvements Covenant to Construct shall be completed as follows:

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

10.1.2 The "Land Approvals" shall be the Stipulations as defined by this Agreement.

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

10.1.4 The "Estimated Cost" shall be Developer's engineer's estimate of the cost of the "Work", subject to review and approval by City, plus an additional amount of thirty percent (30%) of such estimate, except in the case of the Additional 118th Street Construction Project, in which case it shall be the Reimbursement Amount.

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

10.2 Building and Other Permits. Developer shall obtain at its own expense all building or other permits in connection with all construction performed by Developer and shall comply with all zoning as of the date of this Agreement, building safety, fire and similar laws and procedures of every description.

10.3 Local Workers. If and to the extent A.R.S. §41-4401 is applicable to this Agreement, Developer shall comply with laws regarding workers as follows:

10.3.1 Developer warrants to City that Developer and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Developer and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

10.3.2 A breach of the foregoing warranty by Developer shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

10.3.3 City retains the legal right to inspect the papers of any employee of Developer or any subcontractor who works on elements governed by this Agreement to ensure that they or the subcontractor is complying with the warranty given above.

10.3.4 City may conduct random reconciliation of Developer's and its subcontractors' employment records to ensure compliance with the warranty given above.

10.3.5 Developer shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

11. Assignability. This Agreement is not assignable by Developer (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in compliance with the following:

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

11.2 Unified Project Intent. Until the Project is completed as governed by Section 1.3 of this Agreement (the "Completion"), any assignment must cover Developer's entire interest in the Property and this Agreement. Until Completion, City is entitled to hold the single Developer responsible for all of Developer's performances under this Agreement with respect to the Project. Until Completion, City and Developer expressly do not intend that Developer's rights under this Agreement be divisible for any reason into multiple contracts, agreements or other arrangements between City and numerous Property users. Until Completion, City and Developer intend that City only be obligated to deal with a single developer with respect to the Project with respect to Developer's obligations and not be burdened with any management, maintenance or other responsibilities related to development or occupation of the Property owned by Developer by multiple entities, such as resolving or being hindered by disagreements between entities regarding Developer's performance of its duties under this Agreement or the Related Documents with respect to the Project, and that City not be burdened by usage, financial or other issues among various persons using the Property owned by Developer pursuant to this Agreement or the Related Documents. Until Completion, all of those duties to be performed by Developer with respect to the Project are to be performed by a single developer who will be 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 or the Related Documents.

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

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

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

12.2 Survival of Covenants, Warranties and Indemnifications. All covenants, representations, warranties and indemnifications contained in this Agreement shall survive the execution and delivery of this Agreement, the Closing, all conveyances contemplated by this Agreement, and the rescission, cancellation, expiration or termination of this Agreement for any reason.

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

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

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

12.6 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.

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

If to City:	Planning and Development Director City Manager, City of Scottsdale 7447 E. Indian School Rd. Scottsdale, AZ 85251
Copy to:	Bruce Washburn City Attorney, City of Scottsdale 3939 Drinkwater Blvd. Scottsdale, AZ 85251
If to Developer:	Toll Brothers Arizona Construction Company Kevin Duermit & Jeff Nielsen 8767 Via De Ventura, Suite 390 Scottsdale, AZ 8525 Phone: (480) 586-8815

Copies to: Toll Bros., Inc.
250 Gibraltar Road
Horsham, PA 19044
Attn: Mark J. Warshauer, Esq.
Telephone: (215) 938-8260

And Copies to: John Berry, Esq.
Berry & Riddell, LLC
6750 E. Camelback Rd., Suite 100
Scottsdale, AZ 85251
Phone: (480) 385-2727

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

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

12.9 Governmental Powers Preserved. Developer acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Developer with regard to), any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by City or any other governmental body upon or affecting Developer, the Property or Developer's use of the Property. Developer acknowledges that all of Developer's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Developer. Developer further agrees that this Agreement is not intended to diminish any performances to City that would be required of Developer by law if this Agreement had been made between Developer and a private citizen. City has not relinquished or limited any right of condemnation or eminent domain over the Property. In the event of any condemnation or eminent domain involving property interests owned by Developer, Developer shall not be entitled to increased compensation attributable to this Agreement. This Agreement does not impair the City's power to enact, apply or enforce any laws or regulations. City's rights and remedies hereunder for Developer's failure to comply with all applicable laws supplement and are in addition to and do not replace all otherwise existing powers of the City of Scottsdale or any other governmental body. This Agreement includes, replaces and supersedes all economic

or other incentives from or through the City applicable to the Project. In the case of an existing ordinance or other existing law of the City authorizing a credit, reduction in tax or amount assessed, or any other benefit as a result of performances rendered under this Agreement, Developer expressly waives, relinquishes and repudiates all such benefits with respect to performances rendered under this Agreement.

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

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

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

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

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

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

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

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

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

EXECUTED as of the date first given above.

DEVELOPER:

TOLL BROTHERS AZ CONSTRUCTION COMPANY, an Arizona corporation

By: _____
Robert Flaherty
Arizona Division President

ATTEST:

CITY OF SCOTTSDALE, an Arizona municipal corporation

_____
Carolyn Jagger, City Clerk

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

APPROVED AS TO FORM:

_____
Bruce Washburn, City Attorney

_____
Randy Grant, Planning and Development Director

_____
anagement Director

_____
Paul Basha, Transportation Director

ESCROW ACCEPTED AND AGREED TO BY:

Escrow Agent: First American Title Insurance Company

By:_____

_____

Its: Escrow Agent

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 June 1, 2017, before me, Kimberly Anne Westfall Notary Public, personally appeared Robert Flaherty, Arizona Division President, Toll Brothers AZ Construction Company, an Arizona corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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: May 18, 2020 Kimberly Anne Westfall
Notary Public

KIMBERLY ANNE WESTFALL
Notary Public - Arizona
Maricopa County
My Comm. Expires May 18, 2020

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 12, OF GOLDIE BROWN PINNACLE PEAK RANCH UNIT TWO, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 194 OF MAPS, PAGE 26;

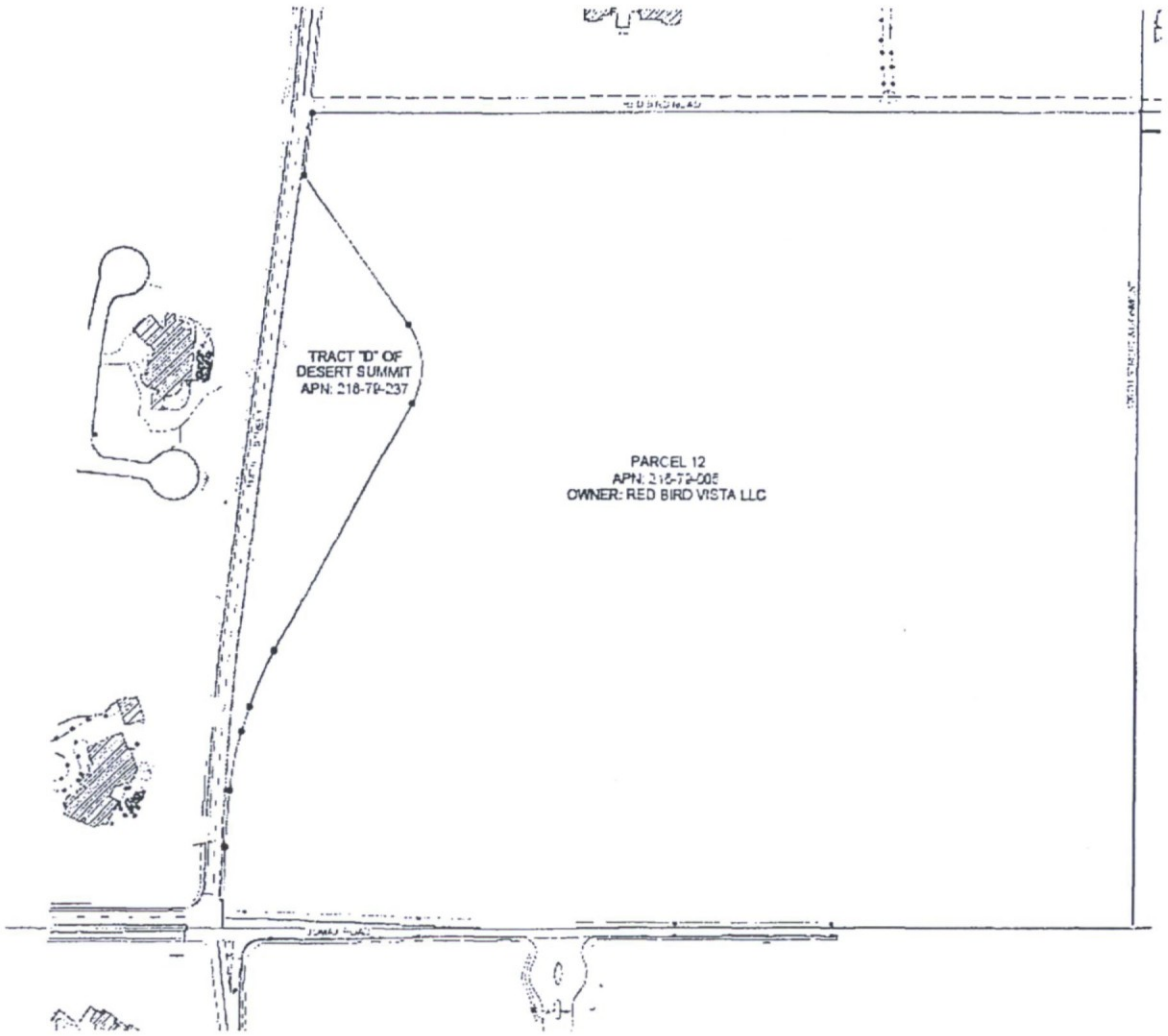
EXCEPT ALL MINERALS AS RESERVED IN THE PATENT TO SAID LAND.

PARCEL 13, OF GOLDIE BROWN PINNACLE PEAK RANCH UNIT TWO, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 194 OF MAPS, PAGE 26;

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT TO SAID LAND.

EXHIBIT B

PROPERTY MAP



184970-7

C.O.S. Contract No. 2017-071-COS
(Resolution No. 10797)

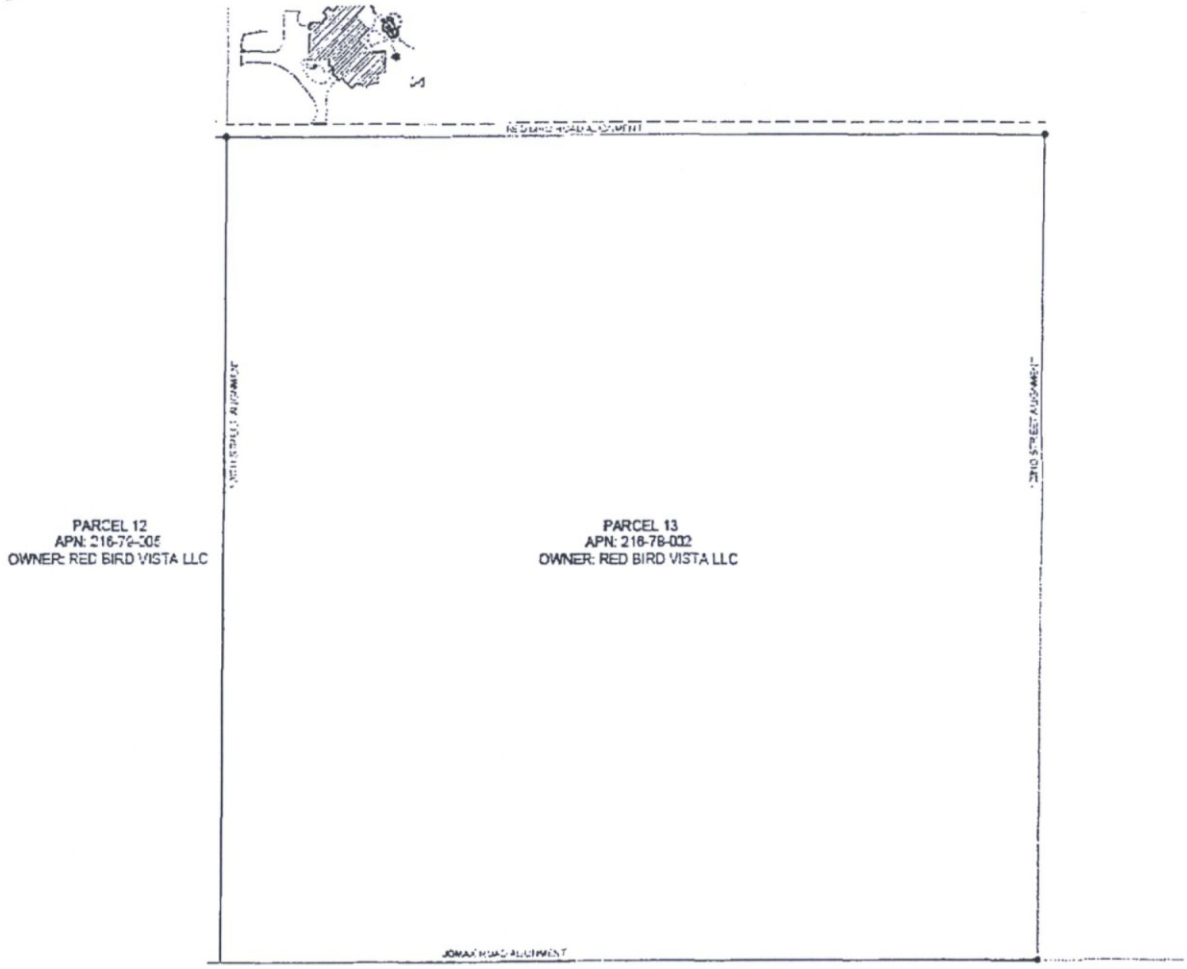

PARCEL 12
APN: 216-79-005
OWNER: RED BIRD VISTA LLC
PARCEL 13
APN: 216-78-002
OWNER: RED BIRD VISTA LLC

EXHIBIT C

STIPULATIONS

Stipulations for the Zoning Application:
118th & Jomax
Case Number: 25-ZN-2016

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

SITE DESIGN

CONFORMANCE TO CONCEPTUAL SITE PLAN. Development shall conform with the conceptual site plan submitted by AndersonBaron and Toll Brothers and with the city staff date of 3/28/2017, attached as Exhibit A to Exhibit 1. Any proposed significant change to the conceptual site plan, as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.

MAXIMUM DWELLING UNITS/MAXIMUM DENSITY. Maximum number of lots shall not exceed 51 lots as shown on the site plan exhibit, and maximum density shall not exceed .64 dwelling units per acre.

CONFORMANCE TO DEVELOPMENT AGREEMENT. Development shall conform to the development agreement which will be included with the City Council Report. Any change to the development agreement shall be subject to City Council approval.

BUILDING HEIGHT LIMITATIONS. No building on the site shall exceed 24 feet in height, measured as provided in the applicable section of the Zoning Ordinance, and limited to single story.

BOULDERS. Boulder easements shall be dedicated to the City at the time of Final Plat, in the locations shown on the Boulder Plan submitted by AndersonBaron and Toll Brothers with a date by City staff of 3/28/2017, attached as Exhibit B to Exhibit 1.

DESERT SCENIC ROADWAY SETBACKS LOCATION. The Desert Scenic Roadway setback width along E. Jomax Road shall be a minimum of 35 feet, and 30-feet along N. 118th Street, measured from edge of right-of-way. Unless otherwise approved by the Development Review Board, the Desert Scenic Roadway setback shall be left in or revegetated back to a natural condition.

INFRASTRUCTURE AND DEDICATIONS

CIRCULATION IMPROVEMENTS. Prior to any permit issuance for the development project the owner shall make required dedications and prior to issuance of any Certificate of Occupancy for the development project, the owner shall provide the required improvements in conformance with the Design Standards and Policies Manual and all other applicable city codes and policies.

a. STREETS. Dedicate the following right-of-way and construct the following street improvements:

Street Name	Street Type	Right-of-way Dedications	Improvements	Notes and Requirements
East Jomax Road	Rural/ESL Local Collector	35-feet along frontage.	Curb and gutter, sidewalk, and pavement, 8-foot trail	a.1., a.2., a.3
North 118th Street	Rural/ESL Minor Corrector	45-feet along frontage.	Curb and gutter, sidewalk, and pavement, 8-foot trail	a.1., a.4.
East Redbird Road	Rural/ESL Local Residential Collector	20-feet along frontage and southern half of cul-de-sac at termination.	Curb and gutter, pavement, shoulder back of curb	a.1., a.5., a.6.
Internal Streets	Rural/ESL Local Residential	Minimum 40-feet Private Street Tracts	curb/gutter, pavement, shoulder back of curb	a.1., a.7.

a.1. All street improvements (curb, gutter, sidewalk, curb ramps, driveways, pavement, concrete, etc.) shall be constructed in accordance with the applicable City of Scottsdale's Supplements to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, and Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction and the Design Standards and Policies Manual.

a.2. Eastern dedication of E. Jomax Road to include future Jomax Road alignment per the site plan submitted by AndersonBaron dated 3/01/2017.

a.3. Improve E. Jomax Road to the full Rural/ESL local collector street along the site frontage. Improvements shall match the existing improvements to the south, with the exception of a sidewalk. The improvements shall be extended to the proposed subdivision entrance. The street cross section shall include the construction of an 8-foot wide non-paved multi-use trail within the right-of-way on the north side of the street and the continuation of the existing 6 foot wide sidewalk along the south side of the street.

a.4. Improve N. 118th Street, from Jomax Road to Redbird Road, to match the existing street cross section immediately north of E. Redbird Road, consisting of one lane each direction with bike lanes on both sides. The street cross section shall include the construction of an 8-foot wide non-paved multi-use trail within the right-of-way.

a.5. Improve E. Redbird Road to the full Rural/ESL local residential street along the site frontage. Improvements shall match the existing improvements to the north. The

improvements shall be extended from N. 118th Street east to the N. 121st Street alignment.

a.6. Install a residential cul-de-sac at the termination of E. Redbird Road, per the Design Standards and Policies Manual.

a.7. The internal streets shall be dedicated and constructed to the Rural/ESL local residential street cross section, Fig. 5.3-19. The private street tracts shall be dedicated to provide emergency and service vehicle access.

b. VEHICLE NON-ACCESS EASEMENT. Prior to issuance of any building permits for the development project, the owner shall dedicate a one foot wide Vehicular Non-Access Easement (VNAE) on N. 118th Street, E. Jomax Road and portions of E. Redbird Road, along the site frontage, except at the approved street entrance(s).

c. Prior to any Certificate of Occupancy, the owner shall construct 8-foot unpaved trail within the right-of-way along the north side of E. Jomax Road between N. 118th Street and the boundary of the Arizona State Land Department boundary. Maintenance of the unpaved trail will be the responsibility of the homeowners association.

d. Before improvement plan submittal, the owner shall provide documentation of its efforts to coordinate with Arizona State Land Department regarding the trail connection to Arizona State Land Department property south of parcel 216-78-02.

e. City of Scottsdale Preservation staff will be responsible for the final location, approval and securing the access agreement and approval from the Arizona State Land Department for the proposed trail along the E. Jomax road alignment from the subdivision entry road to the McDowell Sonoran Preserve boundary. If the City secures the access rights for the developer to construct the proposed trail, the developer shall construct the proposed trail subject to the conditions set forth in Development Agreement contract number 2017-071-COS.

INTERSECTION IMPROVEMENTS. Before improvement plan submittal the owner shall obtain the City of Scottsdale Traffic Engineering's approval for Intersection improvements at the E. Jomax Road and N. 118th Street intersection and off-site roadway improvements. The intersection improvements shall better align lanes north-south and east-west through the intersection. Prior to final plans approval, the developer shall submit an off-site paving plan and a pavement marking and signing plan addressing the modifications required to be made at this intersection.

WATER AND SEWER IMPROVEMENTS. Before Final Plat recordation the owner shall provide documentation that any and all sewer or water paybacks against parcels APN 219-79-005 and 216-78-002 have been resolved.

WATER AND SEWER IMPROVEMENTS. Prior to any right-of-way permit issuance, the owner shall provide documentation that the Desert Summit Subdivision Home Owners Association has been notified with a construction schedule for the construction of a sewer line connection to the existing sewer in E. Four Peaks Road.

EXHIBIT D

When Recorded Return to:

CITY OF SCOTTSDALE
ONE STOP SHOP/RECORDS
(Keith Niederer)
7447 East Indian School Road
3)
Scottsdale, AZ 85251

Exempt from Affidavit of Value
under A.R.S. § 11.1134(A)(2,

CITY OF SCOTISDALE
PUBLIC NON-MOTORIZED
ACCESS EASEMENT

C.O.S. Contract No. 2017-071-COS
(118th & Jomax)
(Resolution No. 10797)

FOR ONE DOLLAR ($1.00) and other good and valuable consideration received Toll Brothers AZ Construction Company, an Arizona corporation, ("Grantor") does hereby grant to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across the following real property legally described on Exhibit A (the "Property").

The purpose of the easement is for all forms of non-motorized transportation together with motorized emergency, law enforcement, and service vehicles, and for construction, operation, use, maintenance, repair, modification and replacement from time to time of improvements related thereto.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document.

This document runs with the land in favor of Grantee's successors and assigns.

EXHIBIT E
[Template – print final on bank safety paper]

Irrevocable Letter of Credit
(Construction)

Date _____, 20__

Letter of Credit No.:_____

City Treasurer
City of Scottsdale
Suite 210
7447 E. Indian School Road
Scottsdale, AZ 85251

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in favor of the City of Scottsdale (hereinafter called "you") at the request of Toll Brothers AZ Construction Company in the aggregate amount of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00).

We will honor and immediately pay to you each draft presented to us in compliance with the terms of this Letter of Credit. Drafts shall be in substantially the form attached hereto as **Schedule 1**. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. If we fail to honor any draft, we will inform you (and your counsel) of the particular reason by telephone and in writing no later than 1:00 p.m. Arizona time on the first business day following presentation of the draft. Drafts may be presented by any of the following means:

1. By telefax to (_____) _____-_____.
2. By email to _____.
3. By hand or overnight courier service delivery to:

   _____.

   _____

   _____

   _____, Maricopa County, Arizona.

This Letter of Credit is valid until the fifth annual anniversary of its issuance and shall thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to the expiration date we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. If we do so notify you, then,

any then unused portion of the Letter of Credit shall be available upon your presenting to us your draft on or before the then current expiration date.

We certify that we are a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented. We further certify that we are a member of the New York Clearing House Association and have a net worth of not less than $1 billion.

This Letter of Credit is subject to the most recent edition as of the date of this Letter of Credit of the Uniform Customs and Practices for Documentary Credits published by the International Chamber of Commerce. This Letter of Credit is not assignable.

_____ [bank name] _____, a _____

By [bank officer's signature] _____
[bank officer's name printed] _____
Its [bank officer's title] _____
Phone: [bank officer's phone number] _____
Email: [bank officer's email address] _____

[Template – print final on bank safety paper]

Form of Draft on Letter of Credit

To: _____
_____
_____

From: City Treasurer
City of Scottsdale
Suite 210
7447 E. Indian School Road
Scottsdale, AZ 85253

Date: _____, 20____

Ladies and Gentlemen:

Pursuant to your Letter of Credit No. _____, the City of Scottsdale hereby demands immediate cash payment in the amount of _____ ($_____).

Please make your payment to the City of Scottsdale in the form of a wire deposit to:

_____
_____
_____

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and hand-delivered, or delivered by registered mail, to me at the address listed above.

I certify that I am the City Treasurer of the City of Scottsdale.

If there is any imperfection or defect in this draft or its presentation, or you do not for any reason completely promptly pay the entire amount herein requested, please inform me of the reason immediately at _____ and in writing at the address given above so that I can correct any issue that may exist. Also, please immediately notify the City Attorney at 480-312-2405 and in writing at 3939 N. Drinkwater Boulevard, Scottsdale, AZ 85251.

Thank you.

_____
City Treasurer, City of Scottsdale

EXHIBIT F

When Recorded Return To:

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

C.O.S. Contract No. 2017-071-COS
(118th & Jomax)
(Resolution No. 10797)

AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY

THIS AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY (the "Agreement") is made in favor of the City of Scottsdale ("City") by Toll Brothers AZ Construction company, an Arizona corporation ("Owner").

RECITALS

A. Owner is the fee title owner of property, known by the "Property" set out on Exhibit A attached hereto (the "Property").

B. Owner acknowledges that Owner has made a request to the City for application of its zoning ordinance for the development of the Property and is under no compulsion, economic or otherwise, to enter into this Agreement.

C. Arizona statute ARS § 12-1134.A provides that a city must pay just compensation to a land owner, in some cases, if the city approves a land use law that reduces the fair market value of the owner's property. This law is sometimes referred to as "Proposition 207" or the "Private Property Rights Protection Act". (ARS 12-1131, et. seq.)

D. The Private Property Rights Protection Act (e.g., A.R.S. § 12-1134.I) authorizes private property owners to enter into agreements with political subdivisions to waive certain claims for diminution in value of their property.

E. City and Owner seek to resolve whether the rezoning of the Property constitutes a "diminution in value" of the Property entitling Owner to now seek compensation from the City under the Private Property Rights Protection Act.

Owner hereby makes the following acknowledgements and representations:

1. Owner acknowledges that:

a. The recitals set forth above are true and correct and are incorporated herein by this reference.

b. Owner is aware of the Private Property Rights Protection Act. (ARS 12-1131, et. seq.)

c. Owner believes that the rezoning of the Property will not reduce the fair market value of the Property as of the date hereof.

d. Owner is aware that, as a condition of receiving City Council approval under the City's zoning ordinance, the City may impose requirements upon the Property, such as requirements for right-of-way dedications and other zoning case stipulations.

2. The undersigned Owner agrees as follows:

a. The Owner agrees that the stipulations set forth in Exhibit B shall be included as part of the ordinance that will be considered by the Scottsdale City Council. Owner agrees that good faith compliance with the stipulations set forth in Exhibit B will generally govern development of the property. Owner further understands and agrees that stipulations may be added or modified during the City Council public hearing process as part of the rezoning and that those stipulations and conditions will be incorporated into this Agreement.

b. Owner hereby waives and fully releases any and all injury that Owner may now have for any "diminution in value" under the Private Property Rights Protection Act based on the Owner's request in Case No. 25-ZN-2016.

c. This Waiver Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property for a period three years. Owner consents to the recording of this Agreement with the County Recorder in which the Property is located.

3. Owner warrants and represents that Owner is the owner of the fee title to the Property.

4. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to City that he has legal power to bind Owner to this Agreement.

Grantor: DEVELOPER:
TOLL BROTHERS AZ
CONSTRUCTION COMPANY
An Arizona corporation

By: _____
Robert Flaherty
Arizona Division President

STATE OF ARIZONA)
) ss.
County of Maricopa)

On _____, 2017, before me, _____ Notary Public, personally appeared Robert Flaherty, Arizona Division President, Toll Brothers AZ Construction Company, an Arizona corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 DESCRIPTIONS

PARCEL 12, OF GOLDIE BROWN PINNACLE PEAK RANCH UNIT TWO, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 194 OF MAPS, PAGE 26;

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT TO SAID LAND.

PARCEL 13, OF GOLDIE BROWN PINNACLE PEAK RANCH UNIT TWO, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 194 OF MAPS, PAGE 26;

EXCEPT ALL MINERALS AS RESERVED IN THE PATENT TO SAID LAND.

EXHIBIT B

STIPULATIONS

Stipulations for the Zoning Application: 118th & Jomax Case Number: 25-ZN-2016

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

SITE DESIGN

CONFORMANCE TO CONCEPTUAL SITE PLAN. Development shall conform with the conceptual site plan submitted by AndersonBaron and Toll Brothers and with the city staff date of 3/28/2017, attached as Exhibit A to Exhibit 1. Any proposed significant change to the conceptual site plan, as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.

MAXIMUM DWELLING UNITS/MAXIMUM DENSITY. Maximum number of lots shall not exceed 51 lots as shown on the site plan exhibit, and maximum density shall not exceed .64 dwelling units per acre.

CONFORMANCE TO DEVELOPMENT AGREEMENT. Development shall conform to the development agreement which will be included with the City Council Report. Any change to the development agreement shall be subject to City Council approval.

BUILDING HEIGHT LIMITATIONS. No building on the site shall exceed 24 feet in height, measured as provided in the applicable section of the Zoning Ordinance, and limited to single story.

BOULDERS. Boulder easements shall be dedicated to the City at the time of Final Plat, in the locations shown on the Boulder Plan submitted by AndersonBaron and Toll Brothers with a date by City staff of 3/28/2017, attached as Exhibit B to Exhibit 1.

DESERT SCENIC ROADWAY SETBACKS LOCATION. The Desert Scenic Roadway setback width along E. Jomax Road shall be a minimum of 35 feet, and 30-feet along N. 118th Street, measured from edge of right-of-way. Unless otherwise approved by the Development Review Board, the Desert Scenic Roadway setback shall be left in or revegetated back to a natural condition.

INFRASTRUCTURE AND DEDICATIONS

CIRCULATION IMPROVEMENTS. Prior to any permit issuance for the development project the owner shall make required dedications and prior to issuance of any Certificate of Occupancy for the development project, the owner shall provide the required improvements in conformance with the Design Standards and Policies Manual and all other applicable city codes and policies.

f. STREETS. Dedicate the following right-of-way and construct the following street improvements:

Street Name	Street Type	Right-of-way Dedications	Improvements	Notes and Requirements
East Jomax Road	Rural/ESL Local Collector	35-feet along frontage.	Curb and gutter, sidewalk, and pavement, 8-foot trail	a.1., a.2., a.3
North 118th Street	Rural/ESL Minor Corrector	45-feet along frontage.	Curb and gutter, sidewalk, and pavement, 8-foot trail	a.1., a.4.
East Redbird Road	Rural/ESL Local Residential Collector	20-feet along frontage and southern half of cul-de-sac at termination.	Curb and gutter, pavement, shoulder back of curb	a.1., a.5., a.6.
Internal Streets	Rural/ESL Local Residential	Minimum 40-feet Private Street Tracts	curb/gutter, pavement, shoulder back of curb	a.1., a.7.

a.8. All street improvements (curb, gutter, sidewalk, curb ramps, driveways, pavement, concrete, etc.) shall be constructed in accordance with the applicable City of Scottsdale's Supplements to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, and Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction and the Design Standards and Policies Manual.

a.9. Eastern dedication of E. Jomax Road to include future Jomax Road alignment per the site plan submitted by AndersonBaron dated 3/01/2017.

a.10. Improve E. Jomax Road to the full Rural/ESL local collector street along the site frontage. Improvements shall match the existing improvements to the south, with the exception of a sidewalk. The improvements shall be extended to the proposed subdivision entrance. The street cross section shall include the construction of an 8-foot wide non-paved multi-use trail within the right-of-way on the north side of the street and the continuation of the existing 6 foot wide sidewalk along the south side of the street.

a.11. Improve N. 118th Street, from Jomax Road to Redbird Road, to match the existing street cross section immediately north of E. Redbird Road, consisting of one lane each direction with bike lanes on both sides. The street cross section shall include the construction of an 8-foot wide non-paved multi-use trail within the right-of-way.

a.12. Improve E. Redbird Road to the full Rural/ESL local residential street along the site frontage. Improvements shall match the existing improvements to the north. The improvements shall be extended from N. 118th Street east to the N. 121st Street alignment.

a.13. Install a residential cul-de-sac at the termination of E. Redbird Road, per the Design Standards and Policies Manual.

a.14. The internal streets shall be dedicated and constructed to the Rural/ESL local residential street cross section, Fig. 5.3-19. The private street tracts shall be dedicated to provide emergency and service vehicle access.

g. VEHICLE NON-ACCESS EASEMENT. Prior to issuance of any building permits for the development project, the owner shall dedicate a one foot wide Vehicular Non-Access Easement (VNAE) on N. 118th Street, E. Jomax Road and portions of E. Redbird Road, along the site frontage, except at the approved street entrance(s).

h. Prior to any Certificate of Occupancy, the owner shall construct 8-foot unpaved trail within the right-of-way along the north side of E. Jomax Road between N. 118th Street and the boundary of the Arizona State Land Department boundary. Maintenance of the unpaved trail will be the responsibility of the homeowners association.

i. Before improvement plan submittal, the owner shall provide documentation of its efforts to coordinate with Arizona State Land Department regarding the trail connection to Arizona State Land Department property south of parcel 216-78-02.

j. City of Scottsdale Preservation staff will be responsible for the final location, approval and securing the access agreement and approval from the Arizona State Land Department for the proposed trail along the E. Jomax road alignment from the subdivision entry road to the McDowell Sonoran Preserve boundary. If the City secures the access rights for the developer to construct the proposed trail, the developer shall construct the proposed trail subject to the conditions set forth in Development Agreement contract number 2017-071-COS.

INTERSECTION IMPROVEMENTS. Before improvement plan submittal the owner shall obtain the City of Scottsdale Traffic Engineering's approval for Intersection improvements at the E. Jomax Road and N. 118th Street intersection and off-site roadway improvements. The intersection improvements shall better align lanes north-south and east-west through the intersection. Prior to final plans approval, the developer shall submit an off-site paving plan and a pavement marking and signing plan addressing the modifications required to be made at this intersection.

WATER AND SEWER IMPROVEMENTS. Before Final Plat recordation the owner shall provide documentation that any and all sewer or water paybacks against parcels APN 219-79-005 and 216-78-002 have been resolved.

WATER AND SEWER IMPROVEMENTS. Prior to any right-of-way permit issuance, the owner shall provide documentation that the Desert Summit Subdivision Home Owners Association has been notified with a construction schedule for the construction of a sewer line connection to the existing sewer in E. Four Peaks Road.

EXHIBIT G

CONFIRMATION OF DEVELOPMENT AGREEMENT

C.O.S. Contract No. 2017-071-COS
(118th & Jomax)
(Resolution No. 10797)

The undersigned, having or claiming a lien or other interest in the Property as defined in the Development Agreement to which this confirmation is attached hereby joins in said Development Agreement and subjects and subordinates its interests to said Development Agreement and its requirements.

EXECUTED as of the date of the said Development agreement.

By:_____
Its:_____

By:_____
Its:_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, the _____ of _____.

_____
Notary Public

My Commission Expires:

184970-7

EXHIBIT H

DEVELOPER INSURANCE TERMS

INSURANCE TERMS

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

1.1 General Liability. "Occurrence" form Commercial General Liability insurance with a limit of not less than One Million Dollars ($1,000,000) for each occurrence, Two Million Dollars ($2,000,000) Products and Completed Operations Annual Aggregate, and a limit of Two Million Dollars ($2,000,000) General Aggregate Limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy shall not exclude liabilities arising out of explosion, collapse or underground hazards and will be at least as broad as Insurance Services Office, Inc. policy form CG 00 01 07 98 or equivalent thereof, including but not limited to, separation of insureds clause. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

1.2 Automobile Liability. Insured shall maintain Business Automobile Liability insurance with a limit of One Million Dollars ($1,000,000) for each accident for Insured's owned, hired, and non-owned vehicles assigned to or used in the performance of the work or services at issue. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 07 97 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing Five Million Dollars ($5,000,000) per occurrence limits of liability for bodily injury and property damage. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

1.3 Professional Liability: If an undertaking includes site design or engineering or any professional site services, or if the party engages in any professional services adjunct or residual to performing the site work, the party must maintain, or cause to be maintained, Professional Liability insurance covering errors and omissions arising out of the site services performed by anyone whose acts, mistakes, errors and omissions for which the party is legally liable, with a liability limit of $1,000,000 each claim and $1,000,000 in the aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage will extend for 3 years past completion and acceptance of the work or services, and the party will submit Certificates of Insurance as evidence the required coverage is in effect. If there is no Professional Liability work or service for which a party must supply insurance, this obligation may be waived by the benefitting party in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT I

THIRD PARTY INSURANCE TERMS

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

EXHIBIT J

WHEN RECORDED, RETURN TO:

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

Project name:_____
Plan check number:_____
Case number:_____

INFRASTRUCTURE IMPROVEMENTS
COVENANT TO CONSTRUCT

THIS INFRASTRUCTURE IMPROVEMENTS COVENANT TO CONSTRUCT (the "Covenant") is made and entered into _____, 20____ by Toll Brothers AZ Construction Company, an Arizona corporation, ("Owner") in favor of the City of Scottsdale, an Arizona municipal corporation ("City").

RECITALS

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

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

Approval	Case
_____	25-ZN-2016

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

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

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

F. Owner and City estimate that the cost of the Work will be _____ dollars ($_____) (the "Estimated Cost").

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

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

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

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

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

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

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

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

5. Warranty Period and Covenant Termination. If, within a period of one (1) year after completion, any Construction Work fails to fulfill any of the requirements of this Covenant, Owner, without delay and at Owner's expense, shall perform the Warranty Work. Without limitation,

Owner shall repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Construction Work and Warranty Work. The Warranty Work shall not be deemed complete until the warranty period has expired, all matters arising prior to the end of the warranty period have been resolved, and City has issued a written notice of City's determination that the Work has been properly completed. Such notice shall state that this Covenant is released and that release of this Covenant does not terminate whatever obligations Owner might have had to City with respect to the Work under normal City processes if Owner had performed the Work without entering into this Covenant. Owner shall record such notice.

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

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

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

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

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

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

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

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

8.1.1 Commercial General Liability. Unless the City specifically waives or reduces the coverage in writing, commercial general liability insurance with a limit of ($1,000,000) for each occurrence, a limit of One Million Dollars ($1,000,000) for products and completed operations annual aggregate, and a limit of Two Million Dollars ($2,000,000) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising

injury, and liability assumed under an "insured contract" including this Covenant. The policy shall cover Owner's liability under the indemnity provisions of this Covenant. The policy shall contain a "separation of insureds" clause. The products and completed operations coverage shall be continued for three years following the completion of the Work

8.1.2 Automobile Liability. Unless the City specifically waives or reduces the coverage in writing, automobile liability insurance with a combined single limit of One Million Dollars ($1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Owner's use of the Property. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and unloading.

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

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

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

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

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

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

8.1.6.2.1 All work is accepted by the City.

8.1.6.2.2 Final payment for the construction work and

materials has been made.

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

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

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

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

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

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

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

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

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

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

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

8.2.3 Policies must also cover and insure Owner's activities

relating to the business operations and activities conducted away from the Premises.

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

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

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

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

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

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

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

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

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

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

8.2.14 All policies shall require that notices be given to City

in the manner specified for notices to City under this Covenant.

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

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

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

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

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

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

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

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

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

and Owner as their interests may appear.

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

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

8.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Covenant and until all obligations and performances under or related to this Covenant are satisfied and all matters described in this paragraph are completely resolved, Owner (and all other persons using, acting, working or claiming through or for Owner or this Covenant (if they or their subcontractor, employee or other person or entity hired or directed by them participated in causing the claim in question)) shall jointly and severally pay, indemnify, defend and hold harmless City and all other Additional Insureds for, from and against any and all claims or harm related to the Performance of Owner's obligations under this Covenant or arising from the Work (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings) that may arise in any manner out of the Work or any actions, acts, errors, mistakes or omissions relating to the Work or services in the performance of or related to this Covenant, including any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Property or surrounding areas related to this Covenant, including without limitation, claims, liability, harm or damages caused in part by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Owner or City may be liable. As a condition to City's executing this Covenant, Owner specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Owner for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, the Indemnity does not apply to:

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

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

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

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

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

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

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

9.2 The Construction Work is not completed before the Deadline.

9.3 Owner refuses or fails to complete any Warranty Work within thirty (30) days after City's demand for such work. If the Warranty Work cannot be completed within thirty (30) days, then the thirty (30) day period shall be extended to a period in which the work can be completed and Owner shall diligently pursue the work to completion.

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

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

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

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

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

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

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

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

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

10.5 Restore any disturbed land.

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

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

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

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

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

10.11 Enforce the Assurances.

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

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

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

12.1 Binding Effect of Covenant. This Covenant shall be binding on and inure to the benefit of the parties to this Covenant and their heirs, personal representatives, successors and assigns. This Covenant shall run with the Property in favor of City.

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

12.3 Limited Severability. If any term, condition, covenant, stipulation, agreement or other provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of such provision shall in no way affect any other provision herein contained. Further, this Covenant shall be deemed automatically reformed to secure to City the legal, equitable, practical and other benefits of the provisions of this Covenant as written to the very maximum extent permitted by law.

12.4 Conflicts of Interest. No officer or employee of City shall have any direct or indirect interest in this Covenant, nor participate in any decision relating to the Covenant, that is prohibited by law.

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

12.6 Owner Not Agent of City. Owner, Owner's agents, and Owner's contractors are not agents of City in connection with the Work or otherwise.

12.7 Nonliability of City Officials and Employees. No official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount that may become due to any party or successor, or with respect to any obligation of City or otherwise under the terms of this Covenant or related to this Covenant.

12.8 Time of Essence. Time is of the essence of each and every provision of this Covenant.

12.9 Integration. This Covenant constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, memoranda and representation regarding the subject of this Covenant.

12.10 Construction. Whenever the context of this Covenant requires, the singular shall include the plural, and the masculine shall include the feminine. The terms of this Covenant were established in light of the plain meaning of this Covenant and this Covenant shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Owner.

12.11 No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Covenant or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, Owner's construction of improvements, Owner's negligence, Owner's failure to comply with the provisions of this Covenant (including any absence or inadequacy of insurance required to be carried by Owner), or otherwise as a result of the existence of this Covenant.

12.12 Attorneys' Fees. In the event any action or suit or proceeding is brought by City to collect the amounts due or to become due hereunder or to enforce compliance with this Covenant or for failure to observe any of the covenants of this Covenant or to vindicate or exercise any of City's rights or remedies hereunder, Owner agrees to pay City all costs of such action or suit and all expenses of such action or suit together with such sum as the court (and not a jury) may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.

12.13 Choice of Law. This Covenant shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. City has not waived its claims procedures as respects this Covenant. Exclusive proper venue for any action regarding this Covenant shall be Maricopa County.

12.14 Approvals and Inspections. All approvals, reviews and inspections by City under this Covenant or otherwise are for City's sole benefit and not for the benefit of Owner, its contractors, engineers or other consultants or agents, or any other person.

12.15 Recording. Within ten (10) days after the date of this Covenant, Owner shall cause this Covenant to be recorded in the office of the Maricopa County Recorder. Within ten (10) days after any amendment of this Covenant, Owner shall cause the amendment to be recorded. This Covenant shall run with the land upon the Property in favor of City.

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

12.17 Other Interest Holders. Owner warrants and represents that instruments in substantially the form attached to this Covenant as **Exhibit "B"** (the "Lienholder Consents") have been executed by each holder of a lien or other interest in any part of the Property whereby such persons join in this Covenant and subject and subordinate their interests to this Covenant and that Owner has attached such Lienholder Consents to this Covenant and recorded them with this Covenant.

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

If to City:
General Manager
Planning and Development Services
7447 East Indian School Road, Suite 105
Scottsdale, AZ 85251

Copies to:
City Attorney
City of Scottsdale
3939 North Drinkwater Boulevard
Scottsdale, AZ 85251

If to Owner: Toll Brothers AZ Construction Company
Robert Flaherty & Oscar Dominguez
8767 Via De Ventura, Suite 390
Scottsdale, AZ 8525
Phone: (480) 586-8815

Copies to: Toll Brothers Inc.
250 Gibraltar Road
Horsham, PA 19044
Attn: Mark J. Warshauer, Esq.
Telephone: (215) 938-8260

or to such other street address within Maricopa County, Arizona as may be designated by the respective parties in writing from time to time. Notices to Owner may also be hand-delivered to the Owner's representative managing the Work or the Property. Service of notice by mail shall be deemed to be complete forty-eight (48) hours after the notice is deposited in the United States mail.

12.19 Legal Workers. Owner shall comply with laws regarding workers as follows:

12.19.1 As required by A.R.S. §41-4401, Owner warrants to City that Owner and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Owner and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

12.19.2 A breach of this warranty by Owner or any of its subcontractors will be considered a material breach of this Covenant and may subject Owner or its subcontractor to penalties up to and including termination of this Covenant or any subcontract. Owner will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Owner's failure to assure compliance by all subcontractors with the E-Verify Program may be considered by City a material breach of this Covenant.

12.19.3 City retains the legal right to inspect the papers of any employee of Owner or any subcontractor who works under this Covenant to ensure that they are complying with the warranty given above.

12.19.4 City may conduct random verification of Owner's and its subcontractors' employment records to ensure compliance with this warranty.

12.19.5 Owner shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

EXECUTED as of the date first given above.

OWNER: Toll Brothers AZ Construction Company, an Arizona corporation

By:_____
Its:_____

APPROVED AS TO FORM BY CITY:

_____,
_____,
General Manager, Planning and Development Services

_____,
_____,
Risk Manager

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

_____
Bruce Washburn, City Attorney

By:_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____, by _____, _____ of the Owner, which is an Arizona corporation.

_____
Notary Public

My Commission Expires:

EXHIBIT A

Formal, engineered legal description of Property

EXHIBIT B

CONSENT TO INFRASTRUCTURE IMPROVEMENTS COVENANT TO CONSTRUCT

Project name:_____
Plan check number:_____
Case number:_____

The undersigned, having or claiming a lien or other interest in the Property as defined in the Infrastructure Improvements Covenant to Construct (the "Covenant") to which this consent is attached hereby joins in and subjects and subordinates its interest in the Property to said Covenant and agrees that the Covenant runs with the land and binds the interests of the undersigned and its successors and assigns. The person executing this consent warrants authority to bind the undersigned.

EXECUTED as of the date of the said Covenant.

_____

By:_____
Its:_____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____, by _____, _____ of the Owner, which is an Arizona corporation.

_____
Notary Public

My Commission Expires:

Project name:_____
Plan check number:_____
Case number:_____

INFRASTRUCTURE IMPROVEMENTS
NOTICE OF WARRANTY PERIOD

City of Scottsdale, an Arizona municipal corporation gives this notice with respect to the Covenant to Construct Infrastructure Improvements (the "Covenant") made by _____, a _____, an Arizona limited liability company ("Owner"), in favor of City dated _____, 20_____ and recorded _____, 20_____ at document No. _____-_____ of the public records of Maricopa County, Arizona as follows:

1. The Construction Work under the Covenant has been completed.

2. The Warranty Work under the Covenant has not been completed.

3. This notice shall not be recorded.

EXECUTED as of _____, 20___.

CITY OF SCOTTSDALE, an Arizona municipal corporation

By:_____
Its: Inspection Services Manager

EXHIBIT K

PUBLIC IMPROVEMENTS
CONSTRUCTION BOND

THIS PUBLIC IMPROVEMENTS CONSTRUCTION BOND (the "Bond") is made this ___ day of _____, 20___ by _____, a corporation organized under the laws of the State of _____ ("Surety") in favor of the City of Scottsdale, an Arizona municipal corporation ("Obligee").

RECITALS

A. Toll Brothers AZ Construction Company, a corporation organized under the laws of the State of Arizona, ("Principal") is obligated to construct, or cause to be constructed, certain improvements for the project known as "118th & Jomax," as more specifically set forth in Zoning Case No: 25-ZN-2016 (the "Public Improvements") and defined in that Development Agreement between Principal and the City of Scottsdale ("Obligee") and dated June ___, 2017 (the "Development Agreement"). To implement this obligation, Principal has entered into a Covenant to Construct Public Improvements (the "Public Improvements Agreement"), dated _____, 20_____ whereby Principal has agreed to construct or pay for such construction by the Obligee and render various other performances (collectively, the "Work"), on the terms and conditions of the Development Agreement. Pursuant to the Development Agreement, principal is obligated to cause to be constructed or pay for the Obligee to cause to be constructed the Public Improvements.

B. Arizona statutes and the Scottsdale Revised Code require Principal to provide a bond or other financial assurance to protect Obligee against the failure of the Principal to timely complete the Work or pay for the Obligee's completion of the Work, and against the result of incomplete work or faulty materials or workmanship in, or other defects relating to, the Work. The Public Improvements Agreement requires Principal to furnish this Bond in the amount of _____ dollars ($_____) (the "Bond Amount").

C. Obligee would not have granted the Land Approvals or allowed the Work or the Public Improvements Agreement without this Bond.

NOW THEREFORE, in consideration of the following, Surety hereby covenants to Obligee as follows:

1. Covenant to Construct. Surety hereby promises to Obligee that Surety will perform all of Principal's duties and obligations under the Case No. 25-ZN-2016, as described in the Development Agreement and the Public Improvements Agreement, and irrevocably and unconditionally covenants to Obligee to timely perform the Work at Surety's expense if Principal does not timely so perform. The Work includes all of the Construction Work and all of the Warranty Work, as set forth in the Public Improvements Agreement, and all duly authorized modifications of the Work that may hereafter be made, notice of which modifications to the Surety being hereby waived. If Principal does so timely perform, Surety shall have no obligation

under this Bond. Surety's obligation shall be as full and binding upon Surety as if the Public Improvements Agreement had been executed by Surety in favor of Obligee.

2. Reduction in Bond Amount. If the Construction Work is timely and properly completed, accepted, and paid for as required by the Public Improvements Agreement without Surety being required to perform under this Bond, then the Bond Amount shall thereafter be set at ten percent (10%) of the original Bond Amount for the Warranty Work.

3. Term of Bond. This Bond shall remain in full force and effect until one of the following has occurred:

3.1 The Work is properly completed, accepted, and paid for at no expense to Obligee, and either:

3.1.1 A new Warranty Bond or other Financial Assurance is in place, or

3.1.2 The Warranty period has expired.

3.2 Surety has paid to Obligee a cash payment in the amount of the lesser of the Bond Amount or an amount estimated by Obligee to be adequate to complete the Work.

3.3 Surety has expended cash, when added to the amount paid by Principal to Obligee, equals the Bond Amount to accomplish the Work.

3.4 The Completion Date has occurred.

4. Future Obligee Actions. Obligee may formally or informally alter, compromise, modify, accelerate, extend or change the time or manner for the performance of the Work or any other aspect of the Land Approvals or the Public Improvements Agreement upon such terms and at such times as Obligee deems best and without notice to Surety. None of such actions shall in any way affect, diminish, release or impair any of Surety's obligations hereunder or give Surety any recourse or defense against Obligee, regardless of any notice Obligee may or may not give to Surety.

5. Surety's Binding Covenant. Surety's obligations are subject to the following:

5.1 Surety shall keep itself fully informed about the Work and Principal's affairs. Surety waives any and all obligations of Obligee to communicate to Surety any information whatsoever regarding Principal or the progress of the Work.

5.2 Surety's obligations hereunder are joint and several with the obligations of Principal. Obligee may bring separate actions against Surety whether or not Obligee brings action against Principal or any other person, and whether or not Principal or any other person is joined in any actions.

5.3 Until the Work is completed, Surety shall have no right of subrogation and hereby waives any right to enforce any remedy that Obligee now has, or may hereafter have,

against Principal, and waives any benefit of, and any right to participate in, any security now or hereafter held by Obligee.

5.4 Surety shall remain responsible to perform the Work until the Work is completed, notwithstanding any act, omission or circumstance that might otherwise operate as a legal or equitable discharge of Surety or Principal.

6. Waivers. Surety hereby waives and agrees not to assert or take advantage of any of the following:

6.1 Any right to require Obligee to proceed against or exhaust its recourse against Principal or any other person, or any security or collateral held by Obligee at any time, or to use any other remedy in its power before proceeding against Surety.

6.2 Any statute of limitations or similar defense with respect to the Public Improvements Agreement or this Bond.

6.3 Any defense that may arise by reason of (i) the incapacity, lack of authority, death, bankruptcy, receivership, or disability of Principal or others; (ii) illegality or impossibility; (iii) Obligee's failure to file or enforce a claim against Principal, its successors or others, or their estates (either in administration, bankruptcy or any other proceeding); or (iv) inability or failure to enforce in whole or in part any document mentioned in this Bond or in the Public Improvements Agreement.

6.4 Formal presentment of this Bond, demand for performance, indulgences, and other formalities of any kind whatsoever.

7. Surety's Warranties. Surety hereby warrants and represents to Obligee that:

7.1 Surety has an AM Best, Inc. rating of at least A+VII.

7.2 Surety satisfies Obligee's current standards and requirements to issue this Bond.

7.3 Surety is fully informed about the Work and all aspects of Principal's affairs that Surety deems relevant to Surety's obligations under this Agreement.

8. Miscellaneous. This Bond is subject to the following additional provisions:

8.1 Binding Effect of Bond. This Bond shall be binding on and inure to the benefit of Obligee and Surety and their successors and assigns. Surety shall give Obligee notice of any merger or assignment.

8.2 Amendments. This Bond may not be amended except by a formal writing executed by Obligee and Surety.

8.3 Limited Severability. If any term, condition, covenant, stipulation, agreement or other provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such provision shall in no way affect any other provision herein contained. Further, this Bond shall be deemed automatically reformed to secure to Obligee the legal, equitable, practical and other benefits of the written provisions of this Bond to the very maximum extent permitted by law.

8.4 Time of Essence. Time is of the essence of each and every provision of this Bond.

8.5 Integration. This Bond constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or negotiations or discussions regarding the subject matter hereof.

8.6 Construction. Whenever the context of this Bond requires, the singular shall include the plural, and the masculine shall include the feminine. The terms of this Bond were established in light of the plain meaning of this Bond and this Bond shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Surety.

8.7 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 Bond.

8.8 No Third Party Beneficiaries. No person or entity (including Principal) shall be a third party beneficiary to this Bond or shall have any right or cause of action hereunder. Obligee shall have no liability to third parties for any approval of plans, Surety's construction of improvements, Surety's negligence, Surety's failure to comply with the provisions of this Bond (including any absence or inadequacy of insurance required to be carried by Surety), or otherwise as a result of the existence of this Bond.

8.9 Attorneys' Fees. If Obligee brings any action or suit or proceeding to enforce compliance with this Bond or for failure to observe any of the covenants of this Bond or to vindicate or exercise any of Obligee's rights or remedies hereunder, Surety shall pay Obligee all costs of such action or suit and all expenses of such action or suit together with such sum as the court (and not a jury) may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding.

8.10 Choice of Law. This Bond shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Obligee has not waived its claims procedures as respects this Bond. Exclusive proper venue for any action regarding this Bond shall be Maricopa County.

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

8.12 Signatures. This Bond is effective when signed by Surety.

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

If to Obligee: Director, Planning and Development Services
7447 East Indian School Road, Suite 105
Scottsdale, AZ 85251

Copies to: City Attorney
City of Scottsdale
3939 North Drinkwater Boulevard
Scottsdale, AZ 85251

If to Surety: _____
_____
_____

or to such other street address within Maricopa County, Arizona as may be designated by the respective parties in writing from time to time. Service of notice by mail shall be deemed to be complete forty-eight (48) hours after the notice is deposited in the United States mail.

MADE AS OF the date first above stated.

SURETY: _____, a
_____

By:_____
Attorney-in-Fact

BOND OFFERED BY PRINCIPAL: Toll Brothers AZ Construction Company, an Arizona corporation

By:_____
Its:_____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

_____
_____, General Manager,
Planning and Development Services

_____
Bruce Washburn, City Attorney

EXHIBIT L

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. 2017-071-COS
(118th & Jomax)
(Resolution No. 10797)

ADDRESS CHANGE NOTICE

The undersigned authorized party under that certain Development Agreement between City of Scottsdale, an Arizona municipal corporation ("City"), and Toll Brothers AZ Construction Company, an Arizona corporation, ("Toll"), City of Scottsdale Contract No. 2017-071-COS (the "Development Agreement") recorded at document No. _____ of the public records of Maricopa County, Arizona hereby gives notice to the City that all future notices (until a subsequent Address Change Notice is recorded) under the Development Agreement shall be given to the persons and addresses shown on Exhibit M attached to the Development Agreement and that such future notices need not be given to any other person or address, including any person or address specified in any prior Address Change Notice. City shall be conclusively entitled to rely on this notice.

Dated: _____, 20___.

_____,
a _____

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, _____ of a _____.

My Commission Expires:

_____
Notary Public

Project name: _____
Plan check number: _____
Case number: _____

184970-7

Additional Information for:

118th & Jomax

Case: 25-ZN-2016

PLANNING/DEVELOPMENT

1. DEVELOPMENT CONTINGENCIES Each element of this zoning case—including density/intensity, lot/unit placement, access and other development contingencies—may be changed as more information becomes available to address public health, safety and welfare issues related to drainage, open space, infrastructure and other requirements.
2. DEVELOPMENT REVIEW BOARD. The City Council directs the Development Review Board's attention to:
    a. a plan indicating the treatment of washes and wash crossings,
    b. wall design,
    c. the type, height, design, and intensity of proposed lighting on the site, to ensure that it is compatible with the adjacent use,
    d. buffered parkways,
    e. boulder protection,
    f. improvement plans for common open space, common buildings and/or walls, and amenities such as ramadas, landscape buffers on public and/or private property (back-of-curb to right-of-way or access easement line included).
    g. major stormwater management systems,
    h. 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. Before Final Plat recordation the owner shall provide documentation that any and all sewer or water paybacks against parcels APN 219-79-005 and 216-78-002 have been resolved.

3. SUBDIVISION: At the time the final plat is submitted the owner shall submit Assurances of Construction per DSPM Section 3-1.900.

4. SUBDIVISION: At the time improvement plans are submitted the owner shall submit a copy of the Geotechnical Report per DSPM Section 9-1.408.
5. EASEMENTS.
   a. EASEMENT ABANDONMENT. Abandonment of portions of rights of way on E. Jomax Road, N. 118th Street, and E Redbird Road shall be approved and recorded with the Final Plat approval and recordation.
   b. 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.
   c. EASEMENTS CONVEYED BY MAP OF DEDICATION. Prior to issuance of any building permit for the development project, each easement conveyed to the city separate from a final plat shall be conveyed by map of dedication subject to city staff approval, and accompanied by a title policy in favor of the City, in conformance with the Design Standards and Policies Manual.
6. SUBDIVISION: All exterior subdivision monuments & interior lot corner monuments are to be set before the plat is approved per city Code Chapter 48 Sec. 48-7. General requirements and limitations. Item (j).
7. LOTS CONVEYED BY DEED. Prior to issuance of any Certificate of Occupancy for the development project, any lot to be conveyed to the city, such as the sewer lift station tract and the Biofilter Station, as shown on the site plan with the city staff date of 3/28/2017 shall be conveyed by a general warranty deed with the boundary monuments set by a land surveyor and called for in the warranty deed and accompanied by a title policy in favor of the city, in conformance with the Design Standards and Policies Manual.
8. CONSTRUCTION COMPLETED. Prior to issuance of any building permit for the development project, the owner shall complete all the infrastructure and improvements required by the Scottsdale Revised Code and these stipulations, in conformance with the Design Standards and Policies Manual and other applicable standards.

Zoning
Project Narrative

118th Street & Jomax Road
25-ZN-2016



Owner:
Toll Brothers

Prepared by:
Berry Riddell, LLC
John V. Berry, Esq.
Michele Hammond, Principal Planner
6750 E. Camelback Road, Suite 100
Scottsdale, AZ 85251

Revised March 15, 2017

ATTACHMENT 7

25-ZN-2016
03/28/17

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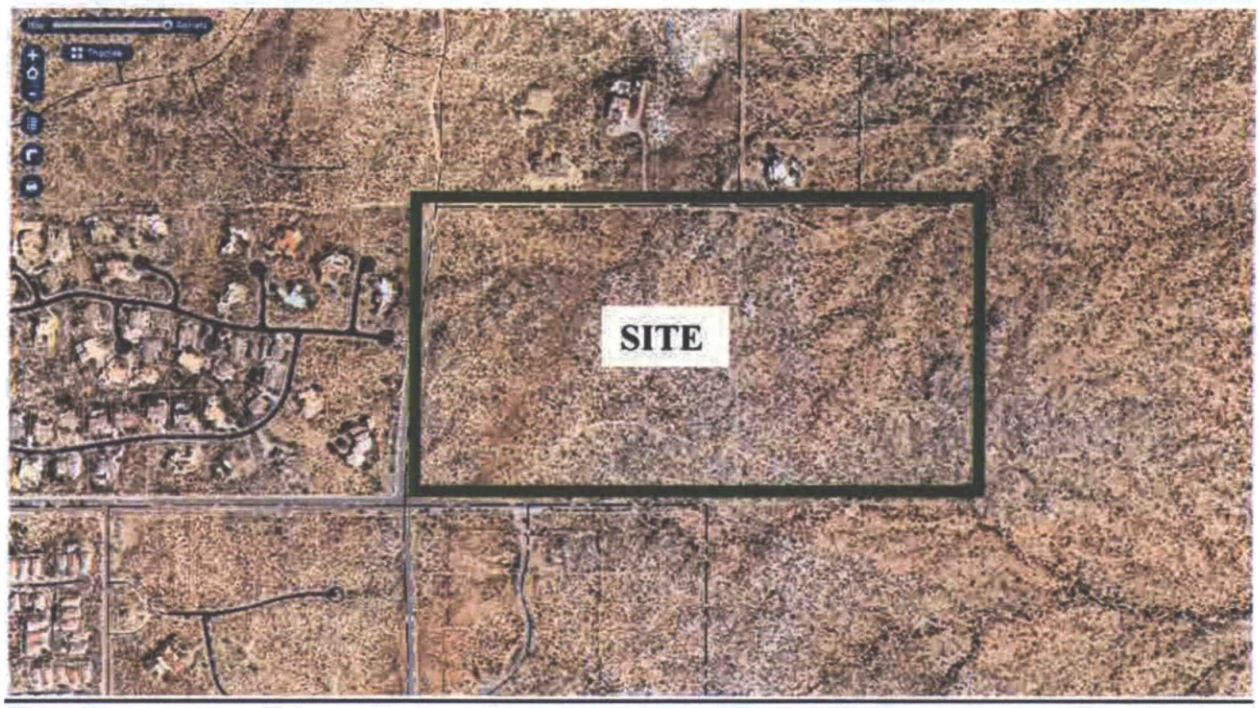
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I. Purpose of Request

The request is for rezoning on an 80+/- acre site located at the northeast corner of 118th Street and Jomax Road (the "Property"). The Property is currently zoned a combination of R1-190 Environmentally Sensitive Lands Overlay ("ESL") and R1-130 ESL. The applicant is seeking a combination of R1-130 ESL, R1-70 ESL, and R1-43 ESL zoning. Lots adjacent to the Preserve are planned for R1-130 ESL and R1-70 ESL zoning. Proposed is a gated single-family residential community, with amended development standards, a total of 51 lots and an overall density of 0.64 dwelling units per acre ("du"). The site plan has been designed in an environmentally sensitive manner consistent with Environmentally Sensitive Lands Ordinance ("ESLO") requirements. Both the lot and street layouts have been planned to preserve natural features and vegetation on site as well as respect the existing terrain.

Location Map



About the Developer

Toll Brothers is a publicly owned, Fortune 1000 company that has been building luxury communities around the nation for almost 50 years. Toll Brothers' commitment to excellence is exemplified by being awarded the Lifestory Research 2015 America's Most Trusted Home Builder Award as well as the Best Model Home in 2015 from the National Home Builders Association. Toll Brothers has been active in building luxury homes in north Scottsdale. Projects include Talon Ranch, Turquesa, Saguaro Estates and Treviso.

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II. History/Surrounding Context

The Property is in an area of single-family residential developments with a range of zoning designations from R1-18 to R1-190. State Trust Land is located at the southeast corner of the Property and the McDowell Sonoran Preserve adjoins the east boundary.

Property Context

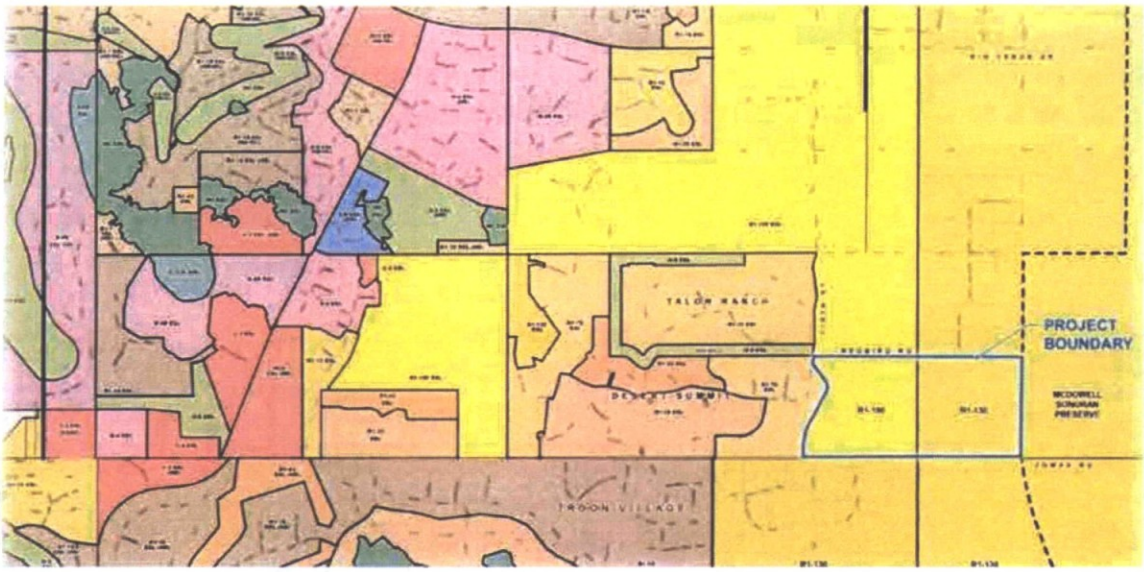


Toll Brothers | 118TH & JOMAX | Aerial Context Map | andersonbaron

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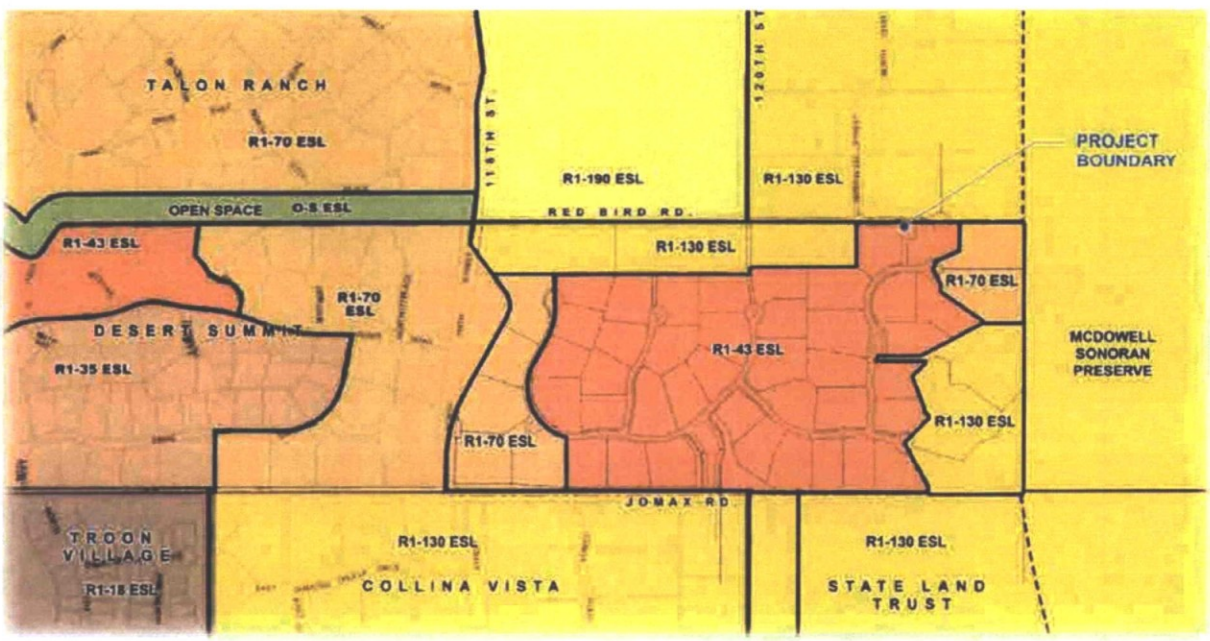
EXISTING ZONING

Existing zoning on the property is R1-130 ESL on the east half and R1-190 ESL on the west half.



PROPOSED ZONING

Zoning on the north and west sides of the property is proposed to match that of adjoining, existing residences. The applicant is seeking R1-130 ESL, R1-70 ESL and R1-43 ESL zoning. Lots adjacent to the Preserve are planned for R1-130 ESL and R1-70 ESL zoning. On the west, across 118th Street from Desert Summit, R1-70 ESL is proposed, identical to the zoning of existing residences on the west side of the street and wrapping the Jomax/118th Street intersection. Internal areas of the site are proposed at R1-43 ESL.



III. Conformance with General Plan Goals, Policies and Approaches

This request is in conformance with the 2001 Scottsdale General Plan. The Plan shows the property as being within the Rural Neighborhoods and Natural Area Open Space land use categories. The proposed development, at 0.64 units per acre, is within the density anticipated in the General Plan (up to 1.0 dwelling units per acre).

Existing General Plan Land Use Category



The Guiding Principles of the General Plan

Six Guiding Principles articulate how the appropriateness of a land use change to the General Plan is to be qualified. These six Guiding Principles are as follows:

1. Value Scottsdale's Unique Lifestyle & Character
2. Support Economic Vitality
3. Enhance Neighborhoods
4. Preserve Meaningful Open Space
5. Seek Sustainability
6. Advance Transportation

There are twelve "elements" or sections of the General Plan containing the City's policies on the following sub-categories: 1) character and design, 2) land use, 3) economic vitality, 4) community involvement, 5) housing, 6) neighborhoods, 7) open space and recreation, 8) preservation and environmental planning, 9) cost of development, 10) growth areas, 11) public services and facilities and 12) community mobility.

These Elements further break down into goals and approaches established in each chapter, for the purpose of integrating the Guiding Principles into the planning process, and to determine if the City's Guiding Principles are being achieved in the context of general land use planning.

Following this section is a description of how this application and corresponding development of the Property satisfies and is emblematic of the Guiding Principles found within the City's General Plan.



A. Guiding Principle: Value Scottsdale's Unique Lifestyle & Character

The Character and Lifestyle Guiding Principle contains two elements, the Character and Design Element and the Land Use Element.

i. CHARACTER AND DESIGN ELEMENT

The Character and Design Element seeks to promote quality development and redevelopment that is sustainable and appropriate in striking a balance between natural desert settings, historically significant sites and structures and the surrounding area. This zoning request is consistent with the following goals and approaches contained within the Character and Design Element

(2001 General Plan Page 43):

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

Bullet 1: ***Respond to regional and citywide contexts with new and revitalized development in terms of:***
-Scottsdale as a southwestern desert community
-Relationships to surrounding land forms, land uses, and transportation corridors.
-Consistently high community quality expectations.
-Visual impacts (views, lighting, etc.) upon public settings and neighboring properties.

Bullet 2: Enrich the lives of all Scottsdale citizens by promoting safe, attractive, and context compatible development.

Bullet 3: Encourage projects that are responsive to the natural environment, site conditions, and unique character of each area, while being responsive to people's needs.

Bullet 4: Ensure that all development is part of and contributes to the established or planned character of the area of a proposed location
(i.e., Rural Desert Character Type)

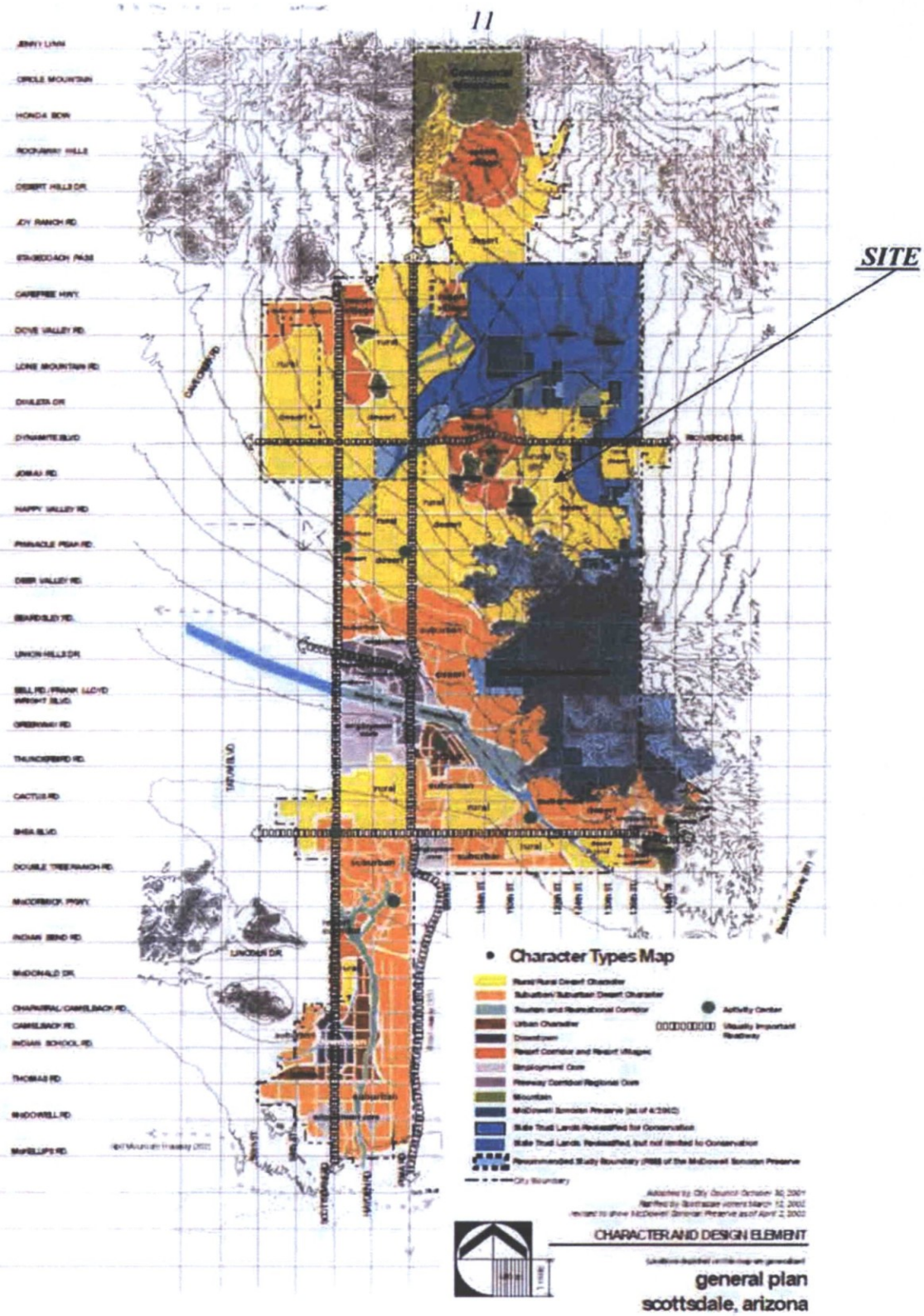
Response: The Character Types Map of the General Plan designates the Property as a "Rural/Rural Desert" character type. The General Plan identifies the Rural Desert character type as containing relatively low-density residential neighborhoods including horse privileged neighborhoods and low-density resorts. These areas provide a rural lifestyle that includes preservation of the natural desert character while maintaining vista corridors and meaningful open space. The proposed large-lot residential community is a low- density residential neighborhood (0.64 dwelling units/acre). The General Plan character type description states that "desert vegetation is to be maintained in either common open space or on individual lots, with natural buffers on the perimeter of developments." The proposed development provides buffers along perimeter streets and desert vegetation throughout, with Natural Area Open Space ("NAOS") provided that exceeds the amount required.

Lot sizing, placement and orientation will be designed in a manner that respects the natural terrain and native plants. Additionally, the proposed development contributes to the Southwestern character of its surrounds through density, open space and environmental sensitivity enriching the lives of Scottsdale citizens promoting a safe, attractive, and context compatible development. Low-level lighting and low-scale building profiles nestled within an open space setting will minimize visual impacts to neighboring properties.

Character Areas are sets of neighborhoods that share the same overall character type and often have other unifying elements that distinguish the area. The subject Property is within the Dynamite Foothills Character Area (discussed in Section IV of this narrative).

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

Bullet 2: Recognize that Scottsdale's economic and environmental well-being depends a great deal upon the distinctive character and natural attractiveness of the community, which are based in part on good site planning and aesthetics in the design and development review process.

Bullet 5: Promote development that respects and enhances the unique climate, topography, vegetation and historical context of Scottsdale's Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.

Bullet 6: Promote, evaluate and maintain the Scottsdale Sensitive Design Principles that when followed will help improve and reinforce the quality of design in our community.

Response: The site plan and building design (residential lot layout and internal road design envisioned for the Property) will respect and enhance the unique climate, topography, vegetation and historical context of the local desert environment. The Toll Brothers' development will contribute towards sustaining Scottsdale's economic and environmental quality of life by representing the desert character and the developer's well-known high level of design quality associated with north Scottsdale.

This residential community will promote the Scottsdale Sensitive Design Principles. The applicant's approach to the proposed development is in harmony with the built environment and densities of the surrounding communities. Following are responses to Scottsdale's Sensitive Design Principles.

a. Scottsdale Sensitive Design Principles

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.

The Principles are based on the philosophy "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."

Source:http://www.scottsdaleaz.gov/planning/citywide-policies/sensitive-design/sensitive-design-principles

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

Response: The proposed lot layout is respectful of the natural topography, boulders and vegetation. The property was badly scarred by the Rio Fire and there are very few mature trees or masses of significant vegetation remaining. Building design will consider the distinctive qualities and character of the surrounding desert and development context and incorporate those qualities in its design. Building designs will achieve this in the following ways: desert contemporary architecture, low-scale structures (no more than 24 feet above natural grade), earth-tone paint and indigenous exterior accents in keeping with the ESLO and Scottsdale Sensitive Design Guidelines, shaded outdoor spaces, overhangs, recessed windows, building pads that integrate with the natural terrain, and preservation of view corridors and boulders.

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

- ***Scenic views of the Sonoran desert and mountains***
- ***Archaeological and historical resources***

Response: There are no significant washes that traverse the Property. The east end of the property includes boulder features. Following fieldwork and consultation with City staff, the lot layout and NAOS areas have been revised to protect major boulder features. As a result, the major boulder features have been placed within easements as a means of protecting their current locations. Additionally, a single location on the site meets the ordinance requirements for a boulder preserve and has been designated on the boulder plan. Major vistas are of the McDowell Mountains, to the east. The goal will be to maintain the McDowell Mountains vista corridor, while preserving views of boulder features within the property and enhancing the views through revegetation of burned areas. Preservation of the vista corridor will comply with ESLO guidelines.

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

Response: The Property has relatively gentle terrain. The site design and home placement will respond to the terrain of the site by blending with the natural shape and texture of the land. The site plan/lot layout will comply with ESLO and reference the Implementation Guidelines of the Dynamite Foothills Character Area Plan

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

Response: The developer proposes to set aside Natural Area Open Space exceeding ESLO requirements. The development will preserve and restore natural habitats and ecological processes by revegetation of burn areas and by including native vegetation and desert appropriate plant materials throughout the development. The open space (both active and passive) will protect and enhance the existing wildlife habitat found in this area.

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: Streetscapes will provide continuity through use of cohesive desert landscaping. Placement of residential lots and internal streets will complement the natural terrain. A scenic buffer of 35' (thirty-five feet) has been provided along Jomax Road and a scenic buffer of 30' (thirty feet) has been provided along 118th Street as shown on the Desert Scenic Buffer Exhibit.

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 project will result in construction of bicycle lanes along 118th Street. There is no transit service to the area. Walking and biking will be encouraged through both internal walking paths and connections to Preserve trails from Jomax. Public trail connections will be provided along Jomax Road and 118th Street for pedestrians, equestrians, and bicycles as required by the City, and shown on the submitted Trail Plan.

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

Response: Within the property, walking will be encouraged through provision of native vegetation such as mesquite or palo verde trees that can shade pathways and streets. Landscaping already on the site will be restored and enhanced.

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

Response: Homes will be designed with building massing and articulation that promote a logical hierarchy with respect to the surrounding context and scale and massing of the nearby homes, similar to the homes at the adjacent Talon Ranch (also by Toll Brothers).

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

Response: Homes will embrace the desert setting through the use of Sonoran Desert inspired building materials and architectural detailing with ample outdoor/patio spaces. Features such as shade structures, deep roof overhangs and recessed windows will be incorporated.

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

Response: Design strategies and building techniques which minimize environmental impact, reduce energy consumption, and endure over time, will be utilized including but not limited to, sustainable building materials and techniques, low-scale structures with overhangs, shaded outdoor spaces, indigenous exterior accents, recessed windows with low-e glass, low-flow plumbing fixtures and the integration of low-water use native vegetation.

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

Response: The character of the area will be enhanced through the careful selection of desert planting materials in terms of scale, density, and arrangement in conformance with the City's ESLO standards.

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

Response: The community will consist of predominately low-water use desert appropriate plant and hardscape material and preservation of native plant materials.

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

Response: Lighting will be designed to minimize glare and invasive overflow, to conserve energy, and to reflect the character of the area consistent with the City's dark-skies policy. The selected lighting standards will be low-scale in terms of height.

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

Response: Community signage will be designed to be complementary to the architecture, landscaping and design theme for the site, with due consideration for visibility and legibility.

Goal 3: ***Identify Scottsdale's historic, archeological and cultural resources, promote an awareness of them for future generations, and support their preservation and conservation.***

Bullet 3: Continue the process of identifying Scottsdale's historic, archeological, and cultural resources.

Bullet 10: Develop partnerships with groups such as the Scottsdale Historical Society, State Historic Preservation Office, and other local, regional, and national historic and archaeological boards and commissions in support of these goals.

Response: No historic, archaeological or cultural resources have been identified on the Property. The Property has been significantly degraded by the Rio Fire, jeep trails and past clearings and intrusions.

Goal 4: ***Encourage "streetscapes" for major roadways that promote the City's visual quality and character and blend into the character of the surrounding area.***

Bullet 5: Ensure compatibility with natural desert in Natural streetscape areas. Plant selection should be those that are native to the desert and densities of planting areas should be similar to natural conditions.

Bullet 16: Keep street lighting to a minimum in low-density areas, rural areas and areas near the McDowell Sonoran Preserve, and shield the light fixtures to maintain a dark sky.

Response: The General Plan Streetscapes Map designates "Natural Streetscapes" adjacent to the Property. Within this type of streetscape, plant selections should be those native to the desert and the density of planting areas should be similar to natural conditions. Landscaping along Jomax and 118th Street will meet these standards.

Jomax Road is a Desert Scenic Roadway (page 124 of the 2001 General Plan); and 118th Street is a Buffered Roadway (page114). A scenic desert landscape buffer will be provided behind the right-of-way as a combination of a tract and an NAOS easement as shown on the Desert Scenic Buffer Exhibit. The required multi-use trail will meander responding to existing site topography within the right-of-way and tract as shown on the Desert Scenic Buffer Exhibit. Utilities will be underground and any required improvements will be designed to mitigate impacts on the desert, consistent with Scottsdale Sensitive Design Principles. There will be no perimeter development walls. The trail along Jomax will be designed as required by the City and shown on the submitted Trail Plan. Landscape character will be a combination of Preserved Natural and Revegetated types. (*See also Open Space and Recreation Element).*

Lighting along streets will meet City standards. The lighting of the development entry and any lighting within the development will be low-level and consistent with the City's "dark sky" guidelines.

Goal 6: ***Recognize the value and visual significance that landscaping has upon the character of the community and maintain standards that result in substantial material landscaping that reinforce the character of the City.***

Bullet 1: Require substantial landscaping be provided as part of new development or redevelopment.

Bullet 2: Maintain the landscape materials and patterns within a character area.

Bullet 3: Encourage the use of landscaping to reduce the effects of heat and glare on buildings and pedestrian areas as well as contribute toward better air quality.

Bullet 4: Discourage plant materials that contribute to airborne pollen.

Bullet 5: Encourage landscape designs that promote water conservation, safe public settings, erosion protection, and reduce the "urban heat island" effect.

Bullet 6: Encourage the retention of mature landscape plan materials.

Response: The development proposal promotes a rich desert landscape palette as part of the overall site plan design to enhance the surrounding character, minimize building mass, and naturally integrate with adjacent properties. The applicant is committed to creating a uniquely designed environment that upholds superior architecture as well as distinctive landscaping. The vision for the Property is a contemporary Sonoran Desert residential community that celebrates the unique character and quality of the natural desert and the adjoining McDowell Sonoran Preserve. With all landscape design initiatives, sustainable practices such as water conservation and the protection/ relocation of mature plant material will be followed. Landscaping will be used to reduce the effects of heat and glare on buildings and pedestrian areas and enhance air quality. Plant materials that contribute towards airborne pollen will be strongly discouraged. Any significant mature landscape features (post-fire, not much, except for boulders) will be retained, as feasible.

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

Bullet 2: Encourage lighting designs that minimize glare and lighting intrusions into neighborhood settings.

Bullet 3: Encourage creative and high quality designs for outdoor lighting fixtures and standards that reflect the character of the local context.

Bullet 4: Discourage lighting that reduces viability of astronomical observation facilities within Arizona.

Bullet 5: Allow for lighting systems that support active pedestrian uses and contribute towards public safety.

Response: Lighting will be compatible with the existing surrounding residential development and will be designed in manner to minimize glare and lighting intrusion into adjacent residential properties and promote "dark skies" in keeping with the City's polices. Lighting will not impact astronomical observation facilities within Arizona. Unique lighting standards will be selected to coincide with the high quality design of the overall project and will be low-scale in terms of height.

ii. LAND USE ELEMENT

The Land Use Element section of the Character and Lifestyle Guiding Principle embraces the concept that land uses should complement each other visually, aesthetically, socially, and economically, and should avoid conflicting, damaging or otherwise unwanted land uses from compromising the overall character of a site, a neighborhood, or the community. The Property is within the land use area designated "Rural Neighborhoods", which anticipates homes at a maximum of one unit per acre. Proposed density of the development is 0.64 units per acre. *See General Plan map on page 9.*

"RURAL NEIGHBORHOODS: This category includes areas of relatively large lot single-family neighborhoods. Densities in Rural Neighborhoods are usually one house per one acre (or more) of land. Native desert vegetation dominates many areas and special care is required to preserve the area's open desert character and environmental features. Much of the terrain includes gentle to moderate slopes and rolling ground, intersected by several washes. Grading often requires extra care in areas with moderate slopes. Clustering is encouraged to preserve desert vegetation, washes, and natural features."

2001 Scottsdale General Plan

This zoning request is consistent with the following goals and approaches contained within the Land Use Element:

2001 General Plan Page 65

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

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

Response: The location of the Property and the neighborhood-sensitive development goals proposed for this community contribute towards an appropriate transition with respect to development pattern, intensity and character.

The surrounding mix of existing land uses in the immediate area includes zoning from R1-18 to R1-190. See the "Existing Zoning" map on page 5. Zoning proposed for the property (see also page 5) represents a compatible transition to the developments around it. The proposed zoning includes a combination of R1-130 ESL, R1-70 ESL and R1-43 ESL. A buffer of R1-130 ESL and R1-70 ESL lots is provided adjacent to the Preserve.

Primary Structure Setback Exhibits are provided with the 2nd submittal.

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

Response: The General Plan encourages a diversity of residential uses and supporting services that provide for the needs of the community and of the neighborhoods. Maintaining a citywide balance of land uses is an important planning goal that supports changes to meet the evolving needs of a

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neighborhood. The proposed residential community will provide an array of context-sensitive housing options for the residents of North Scottsdale in a unique desert setting while providing abundant open space and preserving view corridors.

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

Bullet 6: Provide an interconnected open space system that is accessible to the public, including pedestrian and equestrian links, recreation areas, and drainageways.

Response: A rich mix of lifestyles that enhances the values that make each place unique is a core Scottsdale value. As such, the proposed development plan provides an environmentally sensitive residential opportunity for residents of Scottsdale who chose to purchase a home in this development. A trail will be provided along Jomax Road, with future linkages into the McDowell Sonoran Preserve through a gate on State Trust Lands. Bike lanes will be added to 118th Street connecting along Jomax into the Preserve and to the citywide bicycle facilities and trail systems.

Goal 7: ***Sensitively integrate land uses into the surrounding physical and natural environments, the neighborhood setting and the neighborhood itself.***

Bullet 2: Incorporate appropriate land use transitions to help integration into surrounding neighborhoods.

Bullet 5: Incorporate open space, mobility, and drainage networks while protecting the area's character and natural systems.

Response: As with all of Toll Brothers' developments, the site plan for the Property has been designed with careful consideration given to the natural terrain/washes, boulder features, native vegetation and vista corridors as well as to the existing built environment of single family residential to the north, west and southwest. Land use transitions will be provided as discussed on page 15 (Goal 3). The home sites have been masterfully integrated with the terrain to take advantage of views and to protect significant boulder features.

Goal 8: ***Encourage land uses that create a sense of community among those who work, live, and play within local neighborhoods.***

Bullet 3: Promote development patterns and standards that are consistent with the surrounding uses and reinforced an area's character.

Response: The proposed development is consistent with the surrounding uses and character. The developers have worked closely with the adjacent communities to earn their support and have made significant changes in response to community requests and concerns.

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B. Guiding Principle: Support Economic Vitality

i. ECONOMIC VITALITY ELEMENT

The Economic Vitality Guiding Principle is intended to secure Scottsdale's future as a desirable place to live, work and visit based on the foundation of a dynamic, diversified and growing economic base that complements the community.

While highlighted in other elements of the General Plan (Housing and Neighborhoods), the Economic Vitality Element recognizes that variety and quality of housing is crucial to the stability of the local economy. Discussion specific to the importance of housing and neighborhoods as it relates to the overall of sustainability of Scottsdale's community is summarized in the following section.

Response: Toll Brothers is known for building high-quality homes in communities that are sustainable and designed to blend with their environments. The requested zoning will strengthen Scottsdale's economic base by providing a new opportunity for people to live in North Scottsdale.

C. Guiding Principle: Enhance Neighborhoods

i. COMMUNITY INVOLVEMENT ELEMENT

Public participation is a key component to the successful planning of new development within a community. Citizens and business owners are an important part of the public process, which is why Scottsdale requires a thorough outreach effort for any new development. The development team began outreach efforts earlier this year with surrounding property owners and the Arizona State Land Department. These outreach efforts and dialogue with the community will continue throughout the public process. In response to this outreach, the site plan and lotting arrangements have been modified considerably.

2001 General Plan Page 90

Goal 1: Seek early and ongoing involvement in project/policy-making discussions.

> ***Bullet 1: Maximize opportunities for early notification of proposed projects, or project/issues under consideration using signs, information display boards, web postings, written correspondence, and other methods, as they become available.***

Response: As mentioned above, outreach began early and has been ongoing (and will continue to be ongoing) throughout the entitlement process with the City. In addition to meetings with the Desert Summit HOA Board, the State Land Department, property owners to the north and other area stakeholders, a neighborhood meeting was held on October 17 at Talon Ranch. The site was posted and a mailing was sent to all property owners within 750 feet of the Property as well as other interested parties. A complete Citizen Outreach Report is provided with the application.

ii. HOUSING ELEMENT

Scottsdale has historically been a community that embraces a variety of housing opportunities to enhance the character, diversity, and vitality of the City, as well as respect and conserve the Sonoran Desert. The General Plan states "Our vision is to incrementally, but steadfastly expand housing opportunities for current and future citizens." Scottsdale encourages housing options that provide a wide range of opportunities for people living, working, and retiring in the community.

This zoning request is consistent with the following goals and approaches contained within the Housing Element:

2001 General Plan Page 98

> **Goal 2**: ***Seek a variety of housing options that blend with the character of the surrounding community.***
>
> ***Bullet 1: Maintain Scottsdale's quality-driven development review standards for new housing development.***

Response: The proposed residences will be single-family for-sale homes with an estimated selling price of $2.0 to $2.5 million. This development will uphold North Scottsdale's quality standards and complement the existing upscale lifestyle and character. Architectural themes and design elements are in the early conceptual stage, but will include desert contemporary architecture and an emphasis on Southwest living with the implementation of context appropriate building elements, earth-tone palettes, indigenous materials, recessed windows, and desert shade trees. Design will be consistent with the Scottsdale Sensitive Design Principles.

iii. NEIGHBORHOOD ELEMENT

The Neighborhood Element of the General Plan focuses on Scottsdale's vision to preserve, reinforce, and where appropriate, revitalize the characteristics and stability of neighborhoods. This is accomplished by making sure that neighborhoods are in harmony with their existing character and defining features. Particular attention is paid to the unique character and special qualities of each individual neighborhood within the City.

The Neighborhood's Guiding Principle of the General Plan identifies several policies intended to ensure that Scottsdale is a desirable place to live, work and visit and, in conjunction with a stable economic base, the General Plan recognizes that neighborhood viability and sustainability is as equally important as a strong economic base.

This zoning request is consistent with the following goals and approaches contained within the Neighborhood Element:

2001 General Plan Page 105

Goal 1: Enhance and protect diverse neighborhoods so they are safe and well maintained.

Response: The proposed residential community will provide a safe and well-maintained environment for residents. A property owners association will be put in place to ensure long-term preservation of community quality and character, while preserving the Property's abundant open space and view corridors and promoting high desert living.

D. Guiding Principle: Preserve Meaningful Open Space

i. OPEN SPACE AND RECREATION ELEMENT

It has long been a priority of the City to conserve significant natural areas and open spaces for both recreational and preservation purposes.

The Open Space and Recreation guiding principle found within the General Plan specifically addresses the significance of the Scenic Corridors, natural and urban open spaces and recreational opportunities. A well-managed system that provides active and passive open space/recreational opportunities is considered an indispensable community feature, one that should be available to all ages on a year-round basis in the City of Scottsdale. Maintaining connected open space corridors such as vista corridors through the site and the Jomax Road Desert Scenic Roadway provides continuous visual linkages within and between local neighborhoods reinforcing the regional open space network.

This requested zoning is consistent with the following goals and approaches contained within the Open Space and Recreation Element:

General Plan Page 113

Goal 1: Protect and improve the quality of Scottsdale's natural and urban environments as defined in the quality and quantity of its open space.

Bullet 1: Provide ample opportunity for people to experience and enjoy the magnificent Sonoran Desert and mountains, balancing access and preservation.

Bullet 2: Provide a variety of opportunities for passive and active outdoor recreational activities, such as hiking, horseback riding, mountain biking, rock climbing and wildlife observation.

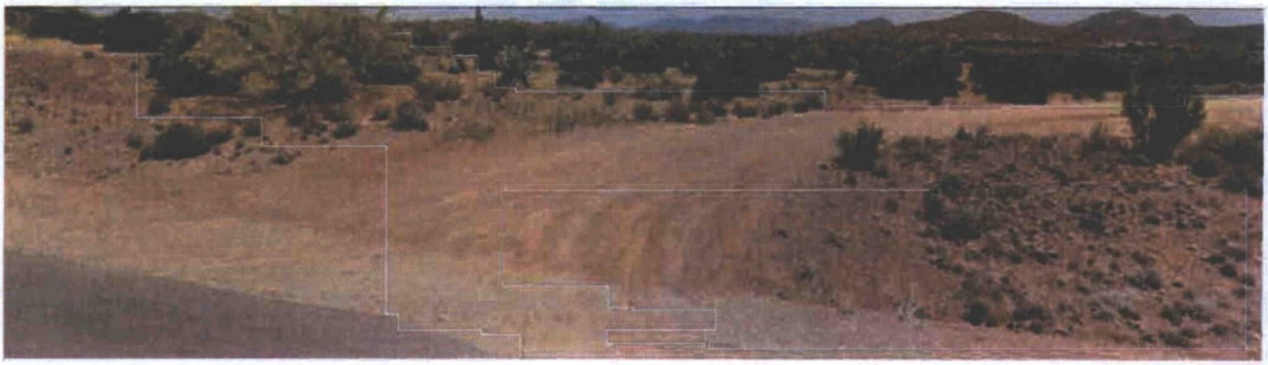
Bullet 15: Preserve scenic views and vistas of mountains, natural features, and rural landmarks

Bullet 16: Protect and use existing native plants, the design themes of character areas within which they are sited, and respond to local conditions in landscape designs.

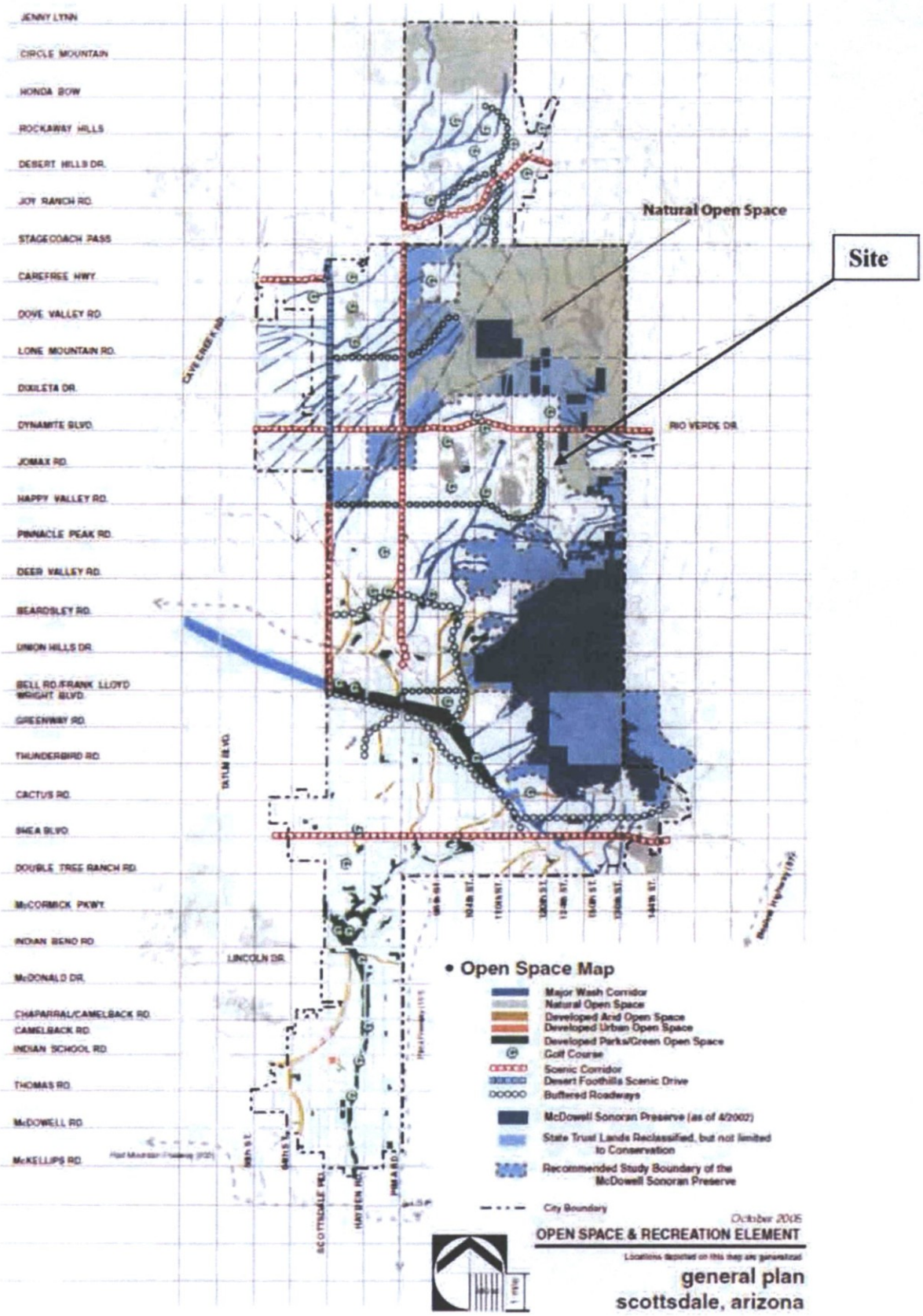
Bullet 19: Consider Buffered Roadways to provide the streetscape with a unique image that should also reduce the impacts of a major street on adjacent parcels. This type of designation is primarily an aesthetic buffer.

Bullet 20: Apply a Desert Scenic Roadway designation along the one mile and a half mile streets within the Environmentally Sensitive Lands Ordinance (ESLO) destrict that are not classified as scenic Corridors or Buffered Roadways to maintain and enhance open space along roadways in ESL areas.

Response: The proposed development provides opportunities for passive and active outdoor recreational activities through the preservation of NAOS and provision of trail connections for bicyclists and hikers to the Preserve and to the City's trail and bicycle facility system. Overall almost 38% of the property will be preserved as open space and integrated into the residential community. This large amount of open space will have the additional benefit of preserving scenic views and mountain vistas that are well known in the area. Additionally, as with the building envelopes, local conditions (terrain and vegetation) will be respected and have been factored into the overall site design. Jomax Road is planned as a Desert Scenic Roadway and 118th Street as a Buffered Roadway. Both will meet all associated design standards and guidelines.



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II. PRESERVATION AND ENVIRONMENTAL PLANNING ELEMENT

The preservation of our community relies on a built environment that is sustainable and in harmony with the natural environment. There are several ways to accomplish this goal which include, but are not limited to minimizing congestion and pollution, encouraging green building standards and environmentally sensitive design philosophies, and maintaining meaningful, connective open space. The overlying theme is to bring a close and supportive relationship between natural resources, environmental quality and the economy of the area.

This zoning request is consistent with the following goals and approaches contained within the Preservation and Environmental Planning Element:

General Plan Page 132

Goal 2: Enhance the quality of life in Scottsdale by safeguarding the natural environment.

Bullet 4: Encourage developments to retain and integrate the desert ecosystem where appropriate.

Bullet 6: Preserve local plants, wildlife, and natural resources to maintain the biodiversity and long-term sustainability of the area's ecology.

Bullet 8: Maintain scenic views to preserve the aesthetic values of the area for all to enjoy and for its contribution to the quality of life for residents and visitors.

Response: The Property, in the high desert of north Scottsdale, has relatively gentle terrain, with scenic boulder features, primarily in the east part of the site. Site design and building envelope placement will respond to the terrain and environmental features of the site. The proposed home sites are respectful of the terrain, boulders and vegetation. Building design will consider the distinctive qualities and character of the surrounding context and incorporate those qualities in its design.

Goal 4: Reduce energy consumption and promote energy conservation.

Response: Toll Brothers intends to promote sustainable building techniques and materials, provide both natural and man-made shading, promote opportunities for energy efficiency.

Goal 9: Protect and conserve native plants as a significant natural and visual resource.

Bullet 1: Enhance, restore and sustain the health, productivity and biodiversity of our Sonoran Desert ecosystem through native plant retention.

Bullet 2: Retain and preserve native plants to retain a Sonoran desert character.

-and-

Goal 10: Encourage environmentally sound "green building" alternatives that support sustainable desert living.

Bullet 3: Protect and enhance the natural elements of all development sites.
Bullet 5: Use low impact building materials.

Response: The development proposal promotes a rich desert landscape palette and preservation of existing native vegetation and boulders as part of the overall site plan design to enhance the surrounding character, minimize building mass, and integrate with adjacent properties. Toll Brothers is committed to creating a specially designed environment that has superior architecture as well as distinctive landscaping. The vision for the Property is a Southwestern residential community in a desert setting that celebrates the unique character and quality of the natural Sonoran Desert. With all landscape design initiatives, sustainable practices such as water conservation and the protection/ relocation of mature plant material will be followed.

Design strategies and building techniques, which reduce energy consumption and endure over time, will be utilized where feasible.

Homes will embrace the desert setting through the use of Sonoran Desert-inspired building materials and desert contemporary architectural detailing with ample outdoor/patio spaces. Features such as shade structures, deep roof overhangs and recessed windows will be incorporated, consistent with Scottsdale Sensitive Design Principles.

E. Guiding Principle: Seek Sustainability

The issue of sustainability is addressed within three Elements of the General Plan that include 1) cost of development; 2) growth areas; and 3) public services and facilities. These chapter and the discussion of "sustainability" (for the purposes of the General Plan discussion) relates more to effective management of Scottsdale's finite and renewable environmental, economic, social, and technological resources to ensure that they serve future needs.

The City has long held the philosophy that new development should "pay for itself" and not burden existing residents and property owners with the provision of infrastructure and public services and facilities. Through the zoning process and development review process the City can evaluate appropriate dedications, development fees and infrastructure provisions.

Response: The developer will incur any, reasonable costs and fees associated with infrastructure requirements including the extension of 118th Street and providing opportunity for future connections to the State Trust Lands.

F. Guiding Principle: Enhance Transportation

i. COMMUNITY MOBILITY ELEMENT

This section of the General Plan addresses mobility choices to provide alternatives to the automobile and to increase accessibility, improve air quality, enrich the community and its neighborhoods, and contribute to the community's quality of life. In general, the Community Mobility Element relates to protecting the function and form of regional air and land corridors, protecting the physical integrity of regional networks to reduce the number, length and frequency of automobile trips. Additionally, this section of the General Plan seeks to prioritizing regional connections to safely and efficiently move people and goods beyond City boundaries, to relieve traffic congestion, to optimize

mobility, maintain Scottsdale's aesthetics, emphasize live, work and play opportunities, and to protect neighborhoods from the negative impact of regional and Citywide networks. Finally, the General Plan recognizes that there is diversity throughout neighborhoods and that each neighborhood may, in fact, have different mobility needs.

This zoning request is consistent with the following goals and approaches contained within the Community Mobility Element:

Goal 6: Optimize the mobility of people, goods and information for the expected buildout of the city.

Response: Approval of this zoning request will result in the long-planned extension of 118th Street to Dynamite Road/Rio Verde Drive. This improvement is shown in Scottsdale's Transportation Master Plan and will provide an important access to the Jomax Road area.

Goal 7: Maintain Scottsdale's high aesthetic values and environmental standards in the city's transportation system.

Response: Streets and streetscapes bordering the Property will be designed to reflect Scottsdale's high aesthetic values. They create a first impression of the Property and must reflect the quality and care that are the hallmark of Toll Brothers' development ethos. Jomax Road and 118th Street will be designed to meet all criteria associated with their designation as Desert Scenic Roadway and Buffered Roadway. For lots with a double frontage condition along public streets, a tract will be provided behind the right-of-way, with a minimum depth of five feet.

IV. Dynamite Foothills Character Area Plan

The Property is within the Dynamite Foothills Character Area

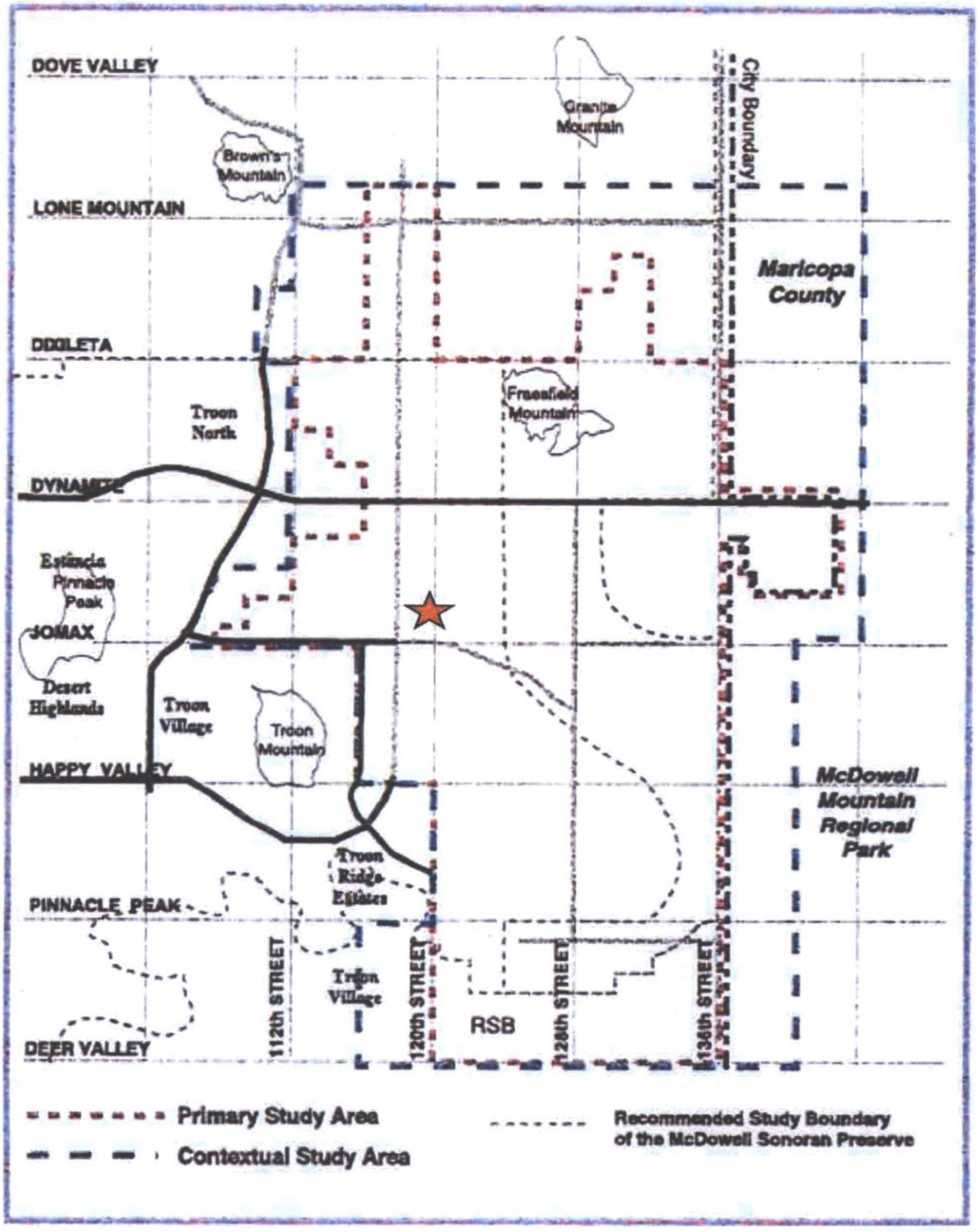
The Dynamite Foothills area is located in far northeast Scottsdale between the McDowell Mountains and the Lone Mountain Road alignment, and east of 112th Street to the City boundary at 136th Street.

RURAL DESERT CHARACTER

The vision for this area is that of a Rural Desert character. Key to achieving a Rural Desert character is the element of openness. Openness is not limited to open space although that is a large part of it. Rural Desert character relies on creating a feeling of openness through natural undisturbed desert, minimal impact of development, open view corridors, low building heights, and maintaining the natural desert vegetation which will shield visual obstructions.

Rural Desert areas in Arizona are typified by the dominance and continuity of the desert itself and a diversity of built structures and people's individual lifestyles.

The Dynamite Foothills area with a Rural Desert character can act as a low density buffer from the more suburban type development found in nearby developments, to the sensitive desert environments to the south, east, and north that may be preserved. An important consideration when looking at development opportunities in the Dynamite Foothills area is flexibility. The needs of existing and future residents, land owners, and the community at large should be balanced

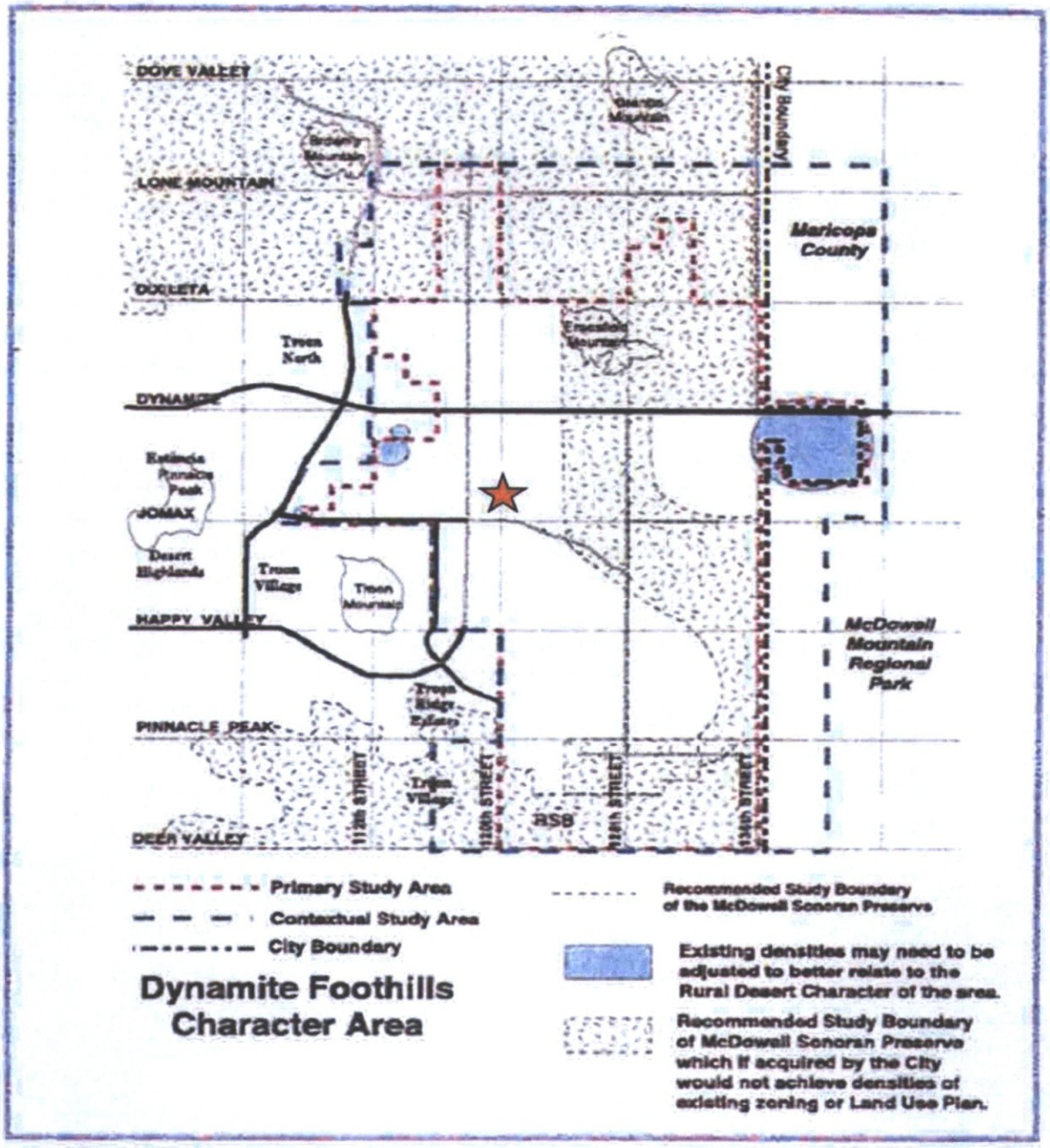


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Goal 1: Preserve the existing Rural Desert character for the Dynamite Foothills which will result in a unique desert community distinguished from other parts of Scottsdale and the Valley.

<u>Strategy 1</u>. Existing allowable densities (under current zoning and General Plan designations) are appropriate for all but a few areas on the fringes of the character area as identified on the map below.

Response: Allowable densities for Rural Neighborhoods, as specified in the General Plan, cannot exceed 1 unit per acre. Proposed density is 0.64 units per acre. Per this strategy, the proposed density is allowed.



Strategy 2. ***Use infrastructure to preserve the Rural Desert character.***

Streets/Transportation Infrastructure

Street design must provide for the safe movement of vehicles, bicyclists and pedestrians and provide for adequate drainage as well as emergency and maintenance vehicle access. In general, design guidelines from the Environmentally Sensitive Lands Ordinance (ESLO) should be used to minimize impacts on the natural environment.

Bullet 1: The City may consider new standards which minimize street widths in residential areas as much as possible to protect important natural features, and enhance the rural look of the streets.

Bullet 3: Encourage street alignments that respond to the natural terrain where possible.

Bullet 4: Maintain the "dark skies" in the area by discouraging street lights on local and collector streets. Use street lights only where needed for safety at selected intersections.

Bullet 5: Allow the use of ribbon curbs on collector and residential streets where rolled or vertical curbs are not required for drainage mitigation

Bullet 7: Encourage a connected public trail system, separate from the streets, in lieu of concrete sidewalks where net residential density is low. Where appropriate, encourage the use of stabilized decomposed granite for sidewalks, consistent with city standards, where concrete sidewalks would otherwise be required.

Bullet 8: Provide links between these trails and the shared use trails shown in the Trails Plan of the Circulation Element.

Bullet 9: If sidewalks are built, they should be located away from, and separated by a vegetation buffer from the back of curb, when possible.

Bullet 10: Provide bike lanes on Dynamite Boulevard, 128th Street and 118th Street (per the Bicycle Facilities Plan of the Circulation Element and the Bicycle/Pedestrian Transportation Plan), using ESLO design guidelines. Promote the development of off-road shared-use trails for cyclists and pedestrians.

Bullet 11: Encourage and promote the use of appropriate colors and textures on all man-made elements to blend into the adjacent natural desert environment.

Response: The project will be developed using ESLO standards and the Scottsdale Sensitive Design Principles to minimize impact on the natural environment and to create homes that blend with their desert setting. With regard to the bullet points, the proposed development will:

- Minimize street width, where feasible, to protect boulder formations and enhance rural character.
- Street alignments will follow the natural terrain where possible, minimizing cuts and fills.
- Street lighting will be designed to City standards, maintaining a "dark sky" environment.

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- Ribbon curbs will be used on streets within the community, except in cases where vertical curbs are required for drainage purposes.
- Public trails will be provided along 118th Street and Jomax Road, and connecting through State Trust Lands to Preserve trails (alignment TBD). The trails will be built to City standards using colors and materials that blend with the natural desert environment. *(See Trails Plan exhibit in the submittal)*
- Future trail connections to Preserve trails, through adjoining State Lands, will be accommodated.
- Sidewalks and/or trails, where feasible, may be separated from roadways by vegetation buffers.
- Bicycle lanes will be provided on 118th Street from Jomax to Dynamite Road, closing a major gap in the bicycle facilities system.
- Man-made elements within the community will use colors and textures that blend with the desert environment.

Strategy 3. Promote the use of site planning techniques which minimize the visual impact of development and promote a Rural Desert character.

Bullet 1: Encourage the use of vegetation screens, berming that fits the nature of the local terrain, rail fencing and the like, instead of solid walls.

Bullet 2: Encourage use of native or desert landscaping. Discourage turf in areas visible from surrounding properties or roadways.

Bullet 3: Discourage the use of perimeter walls.

Bullet 4: Where walls are used (yard enclosures) tbey should undulate witb tbe natural terrain, use desert tone colors to blend into adjacent natural desert, should provide breaks or gaps for indigenous wildlife migration routes, and maintain open vista corridors.

Bullet 5: Use alternative development patterns which create a sense of openness and provide meaningful desert open space, such as: flag lots and/or shared driveways.

- ***Building envelopes to minimize disturbance of the natural site.***

Bullet 6: Designate grading/construction envelopes during the development of a site to protect the surrounding natural desert areas from construction encroachment.

Bullet 7: Encourage development proposals which exceed the existing natural area open space (NAOS) and design requirements of the ESLO.

Bullet 8: Promote the environment and the terrain in forming the building design and site layout. ESLO design guidelines are appropriate benchmarks.

Bullet 9: Promote building envelopes to minimize disturbance of the natural site, to create a sense of openness, and to provide meaningful open space.

Response: The proposed site plan is intended to minimize visual impacts of development and promote Rural Desert Character by:

- Encouraging use of walls on individual lots that reflect the natural terrain and maintain an open character, as feasible.
- No perimeter walls are planned.
- Within the community, walls built on individual lots will use desert colors and textures, be designed to protect vistas and wildlife corridors. Wall alignment is planned to follow site topography.
- Building envelopes will be used to minimize site disturbance and create a sense of openness.
- Grading/construction envelopes will be designated at the time of platting.
- NAOS will be provided that exceeds that required by ESLO.
- ESLO guidelines will be respected in home design.

Strategy 5. ***Use native vegetation in streetscapes. All hardscape should assume a rustic style appropriate to the area.***

Response: Native vegetation will be used in streetscapes and throughout the community. Hardscape will be appropriate to the desert environment.

Strategy 7. ***Transition development adjacent to conservation areas or the McDowell Sonoran Preserve by using appropriate setbacks, building scale, building massing, and open space.***

Response: Lots and grading/development envelopes along the east boundary of the property are proposed to transition into the McDowell Sonoran Preserve through NAOS that protects boulder formations and other open space, use of flag lots, appropriate building scale, massing and setbacks.

Goal 2: Recognize the topographic diversity of the Dynamite Foothills area and provide guidelines for balancing the relationship of different types /of development to the unique environmental nature of the area.

Strategy 4. ***Encourage property developers to provide meaningful open space following the guidelines of the Desert Preservation Task Force. For example, connect open spaces like wash corridors/floodplains, natural area open space (NAOS), conservation open space (COS), etc. (See meaningful open space definitions in Appendix D - Desert Preservation Task Force Strategic Plan and Standards report).***

Response: Meaningful open space, per the Desert Preservation Task Force definition, will be provided, primarily on the east part of the property where it will be visible to the public from the Preserve.

Goal 3: Promote open space in accordance with CityShape 2020 Guiding Principles and recommendations of the Desert Preservation Task Force, and support the efforts of the McDowell Sonoran Preserve Commission to provide open space.

Strategy 3. ***Use open space and conservation/preservation areas to preserve a Rural Desert character through the following methods:***

Bullet 1: Provide visual open space amenities along and near streets and use natural open space between new developments and existing roadways to minimize the impact on existing views.

Bullet 2: Encourage the use of natural area open space in site planning and subdivision layout to ensure an overall openness to subdivisions, individual development, and the planning area.

Bullet 4: Sustain natural flora and fauna resources and systems through the provision of natural area open space.

Bullet 5: Encourage the integration of natural area open space throughout development projects and on the perimeter of projects to ensure open space connections and a feel of openness throughout the area.

Bullet 6: Encourage the location of natural area open space where it will be a visual, recreation, or character enhancing amenity for development projects and the planning area.

Bullet 9: Provide building setbacks which are not all in a straight line and avoid giving the image of being in a straight line along the edges of projects and open space buffers.

Bullet 14: Encourage open spaces throughout development projects and on the perimeter of projects where appropriate, to promote an open space transition from development to development, to ensure open space connections and a feel of openness throughout the area.

Response: Visual and natural area open space will dominate views of the community. Used along roadways and throughout the property landscaping and homes will be sited to maximize a sense of openness and minimize impacts on views. NAOS easements will be designated as part of lots within the development. Natural flora and fauna resources will be sustained, as feasible, although flora systems were badly degraded in the Rio Fire. Building envelopes have been designed to reflect the terrain of individual lots. The homes will not be on a straight line, but rather will create a more informal street view appropriate to the desert.

Strategy 4. Encourage open spaces throughout development projects and on the perimeter of projects where appropriate, to promote an open space transition from development to development, to ensure open space connections and a feel of openness throughout the area.

Response: Open spaces on the perimeter and internal areas of the community will be designed as appropriate transitions to adjoining properties.

V. Dynamite Foothills Character Area Plan and Implementation Program: Design and Performance Guidelines

The Character Area Plan's design and performance guidelines focus is on Rural Desert character.

The key to achieving this character is the element of openness through:

- ***natural undisturbed desert***
- ***minimal impact of development***
- ***open view corridors***

- ***low building heights***
- ***maintaining the natural desert vegetation which wilt shield visual obstructions***

An important consideration when looking at development opportunities in the Dynamite Foothills area is flexibility. The needs of existing and future residents, recreational users, land owners, and the community at large should be balanced.

Response: The proposed community at 118th Street and Jomax Road supports the Implementation Program Design and Performance Guidelines in the following ways:

1. Less than existing allowable General Plan densities.

2. Uses appropriate colors and textures on all man-made elements to blend into the adjacent natural desert environment.

3. Promotes the use of site planning techniques which minimize the visual impact of development and promote a Rural Desert character.
   - Will not have perimeter walls.

   - Uses alternative development patterns which create a sense of openness and provide meaningful desert open space, such as:
     - Flag lots and/or shared driveways.
     - Building envelopes to minimize disturbance of the natural site.
     - Cluster development where the topography will allow.

   - Designates grading/construction envelopes during the development of the site to protect the surrounding natural desert areas from construction encroachment, minimize disturbance of the natural site, create a sense of openness and provide meaningful open space .
     - Construction envelopes will be placed on least sensitive portions of site.

   - NAOS provided exceeds the existing natural area open space (NAOS) requirements of the ESLO.

   - Uses native vegetation in streetscapes. All hardscape will assume a rustic style appropriate to the area.

4. Provides meaningful open space with NAOS protecting boulder features adjacent to the Preserve.

5. Provides visual open space along and near streets; uses natural open space between new developments and existing roadways to minimize the impact on existing views.

6. Integrates natural area open space within lots throughout the development and on the project perimeter to ensure open space connections and a feel of openness.

7. Encourages the location of natural area open space where it will be a visual, character enhancing amenity for the development project and the planning area.

8. Provides building setbacks which are not all in a straight line and avoids giving the image of being in a straight line along the edges of projects and open space buffers.

9. Provides open visual corridors between homes to provide a gradual transition into the large open space.

10. The maximum building height will be 24 feet, in keeping with low-scale buildings common to rural areas.

VI. Environmentally Sensitive Lands Ordinance

Sec. 6.1011. - Purpose.

The purpose of the ESL District is to identify and protect environmentally sensitive lands in the city and to promote the public health, safety and welfare by providing appropriate and reasonable controls for the development of such lands. Specifically, the ESL District is intended to:

A. Protect people and property from hazardous conditions characteristic of environmentally sensitive lands and their development. Such hazards include rockfalls, rolling boulders, other unstable slopes, flooding, flood-related mud slides, subsidence, erosion, and sedimentation.

B. Protect and preserve significant natural and visual resources. Such resources include, but are not limited to, major boulder outcrops and large boulders, major ridges and peaks, prime wildlife habitat and corridors, unique vegetation specimens, significant washes, and significant riparian habitats.

C. Protect renewable and nonrenewable resources such as water quality, air quality, soils, and natural vegetation from incompatible land uses.

D. Minimize the costs of providing public services and facilities in ESL District areas such as streets, water, sewer, emergency services, sanitation services, parks, and recreation. Costs associated with the design and development of infrastructure in environmentally sensitive areas can be higher than costs in other areas of the city due to the unique and fragile nature of such lands.

E. Conserve the character of the natural desert. Guide the location and distribution of meaningful on-lot and common tract open space and protect sensitive environmental features to sustain the unique desert character found in ESL District areas.

Response: The Environmentally Sensitive Lands Ordinance (ESLO) was established "to identify and protect environmentally sensitive lands in the city and to promote the public health, safety and welfare by providing appropriate and reasonable controls for the development of such lands." The proposed development upholds the ESLO in the following ways:

- Preservation of NAOS.
- Sensitive placement of internal roadways and other improvements to complement the natural landscape.
- Preservation of undisturbed native vegetation and revegetation of areas with ESLO desert plantings where disturbed by construction.
- Protection and preservation of significant topographic features, washes, large boulder outcroppings and vista corridors.
- Protection of wildlife habitats through preservation of natural washes and connective NAOS.
- Utilization of desert appropriate architecture and materials through the integration of deep overhangs, recessed windows, indigenous building materials, and context appropriate color palette, to name a few.

Sec. 6.1070 – Design Standards.

G. Site and Structure Development Design Standards.

1. Within the ESL:

a. Mirrored surfaces or any treatments which change ordinary glass into a mirrored surface are prohibited.

Response: Mirrored surfaces and exterior building treatments that have a mirrored reflective surface will be prohibited.

b. Reflective building and roofing materials (other than windows) including materials with high gloss finishes and bright, untarnished copper, aluminum, galvanized steel or other metallic surfaces, shall be textured or have a matte or non-reflective surface treatment to reduce the reflection of sunlight onto other property.

Response: Reflective building materials and roofing materials shall have a matte or non-reflective finish to reduce the reflection of sunlight.

c. Materials used for exterior surfaces of all structures shall blend in color, hue, and tone with the surrounding natural desert setting to avoid high contrast.

Response: Materials used for exterior surfaces will blend in color, hue and tone with the surrounding natural desert setting in keeping with the ESLO.

d. Surface materials of walls, retaining walls or fences shall be similar to and compatible with those of the adjacent main buildings.

Response: Surface materials of walls, retaining walls and fences shall be similar and compatible with those of the adjacent single-family homes.

e. Development design and construction techniques should blend scale, form and visual character into the natural landform and minimize exposed scars.

Response: Development design and construction techniques will blend in terms of scale, form and visual character to the natural surround landform.

f. Exterior lighting should be low scale and directed downward, recessed or shielded so that the light source is not visible from residential development in the area or from a public viewpoint.

Response: Exterior lighting will be low-scale and directed downward in conformance with the City's dark sky policies. Recessed and shielded light standards will be utilized throughout so that the light source and glare is not visible from surrounding properties.

g. No paint colors shall be used within any landform that has a LRV greater than thirty-five (35) percent.

Response: Exterior paint colors will conform the maximum 35% LRV standard.

h. Exterior paint and material colors shall not exceed a value of six (6) and a chroma of six (6) as indicated in the Munsell Book of Color.

Response: Exterior paint colors and materials will not exceed the value and chroma of 6 per the Munsell Book of Color.

i. Plant materials that are not indigenous to the ESL area shall be limited to enclosed yard areas and non-indigenous plants that have the potential of exceeding twenty (20) feet in height are prohibited. A list of indigenous plants is available from the City. Outdoor community recreation facilities, including parks and golf courses shall be allowed turf as specified in Section 6.1070.G.1.j.

Response: Plant materials that are not indigenous to the areas will be limited to enclosed yard areas and limited to no more than 20 feet in height. The developer will reference the list of indigenous plant available at the City.

j. Turf shall be limited to enclosed areas not visible offsite from lower elevation. Outdoor recreation facilities, including parks and golf courses, shall be exempt from this standard.

Response: Turf areas shall be limited to enclosed areas not visible to offsite properties.

k. All equipment appurtenant to underground facilities, such as surface mounted utility transformers, pull boxes, pedestal cabinets, service terminals or other similar on-the-ground facilities, shall have an exterior treatment that has a LRV of less than thirty-five (35) percent or otherwise screened from view from the adjoining properties.

Response: All mechanical equipment shall have an exterior treatment that complies with the maximum 35% LRV standard.

l. ***It is the intent of this Ordinance to leave washes in place and in natural conditions where practical. When necessary, modifications to natural watercourses and all walls and fences crossing natural watercourses shall be designed in accordance with the standards and policies specified in Chapter 37 (Floodplain and Stormwater Regulation) of the Scottsdale Revised Code, and the Design Standards & Policies Manual. Requests to modify, redirect, or divert watercourses of fifty (50) cfs or greater flow in a one hundred-year event shall include the following:***

i. Justification for the request.

ii. Plans showing:

(1) That the application will result in an equal or enhanced quality of open space.

(2) That any proposed wash modification will include restoration of the watercourse with vegetation of the same type and density removed for the modifications.

(3) If a wash is being redirected or modified that it enters and exits the site at the historic locations, and that the result will not impact drainage considerations for adjacent properties.

(4) If a wash is being diverted into a structural solution (e.g. underground pipe), that the change will not impact the drainage conditions on adjacent properties and will not reduce the integrity of any upstream or downstream corridor as meaningful open space.

An application for the modification of a wash mentioned above, may be granted by the Zoning Administrator subject to approval of the design solution for the drainage facilities and subject to the finding that the purpose of this overlay district (Section 6.1011.) has been achieved. However, in no event shall the provisions of this section require greater area of NAOS dedication than currently required by Section 6.1060.A., B. and C. of this Ordinance.

Response: No significant washes (50+ cfs) are located on the Property.

VII. Native Plant Ordinance

Sec. 7.500. - Native Plant

Purpose. These regulations are intended to establish procedures that insure the preservation of indigenous plant materials as specified below. These specified materials are found to enhance the City's physical and aesthetic character, contribute to the preservation of the fragile desert environment by preventing erosion and providing wildlife habitat, increase valuation of real property, and provide scenic opportunities unique to this region. Preservation of these specified plant materials is found to be a part of the General Plan and is found to be in the furtherance of the public health, safety and welfare.

Sec. 7.503. - Criteria.

Protected native plants shall not be destroyed, mutilated, or removed from the premises, or relocated on the premises except in accordance with an approved native plant program required in conjunction with the issuance of a native plant permit. No native plant program shall be approved until it has been demonstrated that the following criteria have been met:

(1) The density/intensity of development for the approved land use shall be an important element in the determination of the base requirements for plant retention and salvage. The proposed relocation program shall provide reasonable plant salvage, protection, and storage and shall insure consistency with existing neighborhood character.

Response: Native plant protection and salvage was given special consideration as part of the site planning process for the proposed residential community. Toll Brothers has a high regard for the natural environment and preservation of native plants. The development of this property will provide meet this criterion.

(2) The site plan shall be designed to protect and incorporate significant on-site natural amenities (i.e. aesthetic, unique, historic, etc.) and minimize the number of salvageable plants which need to be removed to allow reasonable construction on the site. These relationships shall promote and enhance the character of the native environment rather than contrast or domesticate it.

Response: The site plan has been designed to protect and incorporate significant natural amenities and minimize the relocation of native plants to the extent possible. The relationship of the built environment to the natural environment will be embraced and celebrated.

(3) A vegetation inventory and analysis shall provide a clear, comprehensive overview and listing of plant materials, their condition and physical relationships on-site so as to aid the site planning and determination of plant salvageability.

Response: A native plant plan will be provided consistent with the City's requirements.

(5) A conceptual analysis and design of the site revegetation and/or landscaping shall insure that the character of the project be consistent with the natural density, distribution, and maturity of vegetation on adjacent properties.

Response: The site revegetation and new landscape palette will maintain the desert character of the area and complement the density, distribution and maturity of vegetation on adjacent properties to create a seamless transition to neighboring developments. Areas scarred by the Rio Fire will be revegetated.

(6) The native plant program shall include a relocation program for excess salvageable plants.

Response: A relocation program for excess salvageable plants will be provided if deemed necessary.

VIII. Design Standards & Policies Manual

Scottsdale has established a set of guidelines for the design of public and private projects within the city. These guidelines are contained within the Design Standards and Policy Manual, commonly known as the DS&PM. The DS&PM is made up of 12 chapters all dealing with various areas of public and private development issues and is intended to provide direction during final design and preparation of the construction documents for development within the City of Scottsdale.

Detailed design for the Property will take place following zoning approval. Design will conform to the standards and policies conveyed by the DS&PM, pursuant to following:

- Natural site features such as washes, boulder outcrops and native vegetation will be left in their natural state as much as possible. Improvements that are required to natural washes will complement their natural function and appearance.
- Concrete for exposed drainage structures, sidewalks, curbs, gutters and driveways will be integrally colored to match the surrounding environment.
- Roadway cross-sections will comply with ESL (Environmentally Sensitive Lands) standards as illustrated in the DS&PM.
- Only local native rock will be used if needed for erosion protection.
- Roadway and driveway alignments will be selected to minimize disruption to the natural topography and drainage patterns of the site. Where crossings are necessary, detailed analysis will be done to ensure that there are no adverse impacts downstream to flow patterns, flow rates, erosion and sediment transport.
- Cut & fill slopes will be graded to blend back into the natural terrain. Where retaining walls are required heights will be kept to a minimum and terracing will be incorporated to avoid "tall" wall impacts.
- Emergency access will meet or exceed Scottsdale Fire Department requirements.
- Gated entrances will comply with the standards of figure 2.1-3 of the DS&PM.
- Storm water storage basins and drainage channels will comply with DS&PM standards. In addition, they will be shaped to be "free-form" so as to blend into the natural desert surroundings. Landscape material will generally be native plants capable of surviving periodic inundation such as the species identified in section 2-1.903 of the DS&PM.
- To minimize impact, utility lines will be located in road and driveway corridors as much as possible. In cases where utility lines cannot follow a road or driveway corridor, they will be located in easements or separate tracts and where desert materials are damaged due to the installation, revegetation will be provided.

IX. Conclusion

This zoning request will result in numerous benefits to the community, which are summarized below:

- Single-family for-sale homes reflect the character and uses in the surrounding residential communities.
- Conforms to the General Plan.
- Density of 0.64 units/acre, less than permitted in the "Rural Neighborhoods" General Plan category.
- Consistent with the Dynamite Foothills Character Area Plan and Implementation Program
- Utilizes Scottsdale Sensitive Design Principles
- Homes will embrace their desert setting through the use of Sonoran Desert inspired building materials, desert contemporary architecture and native vegetation.
- Meets ESLO requirements
- Provides more NAOS than required in ESLO, integrated throughout the site. Approximately 40% of the Property is preserved as NAOS.
- Extends 118th Street to Dynamite, consistent with the Transportation Master Plan
- Provides trails on 118th Street and Jomax Road.
- A luxury residential community developed by Toll Brothers, a recognized leader in building quality communities.
- As of the submittal date, adjoining property owners are in support of the zoning request.



118th & Jomax

Abandonment Application
Project Narrative

2-AB-2017
Associated Zoning Case:
25-ZN-2016

Prepared for:
Toll Bros.

Prepared by:

Berry Riddell, LLC
6750 East Camelback Road, Suite 100
Scottsdale, Arizona 85251
480-385-2727

ATTACHMENT 7A

I. Abandonment Request

The request is for abandonment of three separate right-of-way/roadway easement dedications for property located at the northeast corner of 118th & Jomax (the "Property"). The areas to be abandoned are generally described below and legal descriptions are provided with the application.

- 110' along the 120th Street alignment between Jomax and Redbird
- 20' along Jomax between 118th Street to 120th Street alignment (35' to remain)
- 15' along Redbird east of existing cul-de-sac dedication

As part of the companion zoning application (25-ZN-2016), it has been determined by City Staff that the right-of-way/roadway easements described above are not needed per the proposed development plan for this Property.

Utility companies have been contacted regarding the proposed abandonment (APS, SRP, Century Link, COS, Cox, SW Gas). Correspondence is included with the application documents.

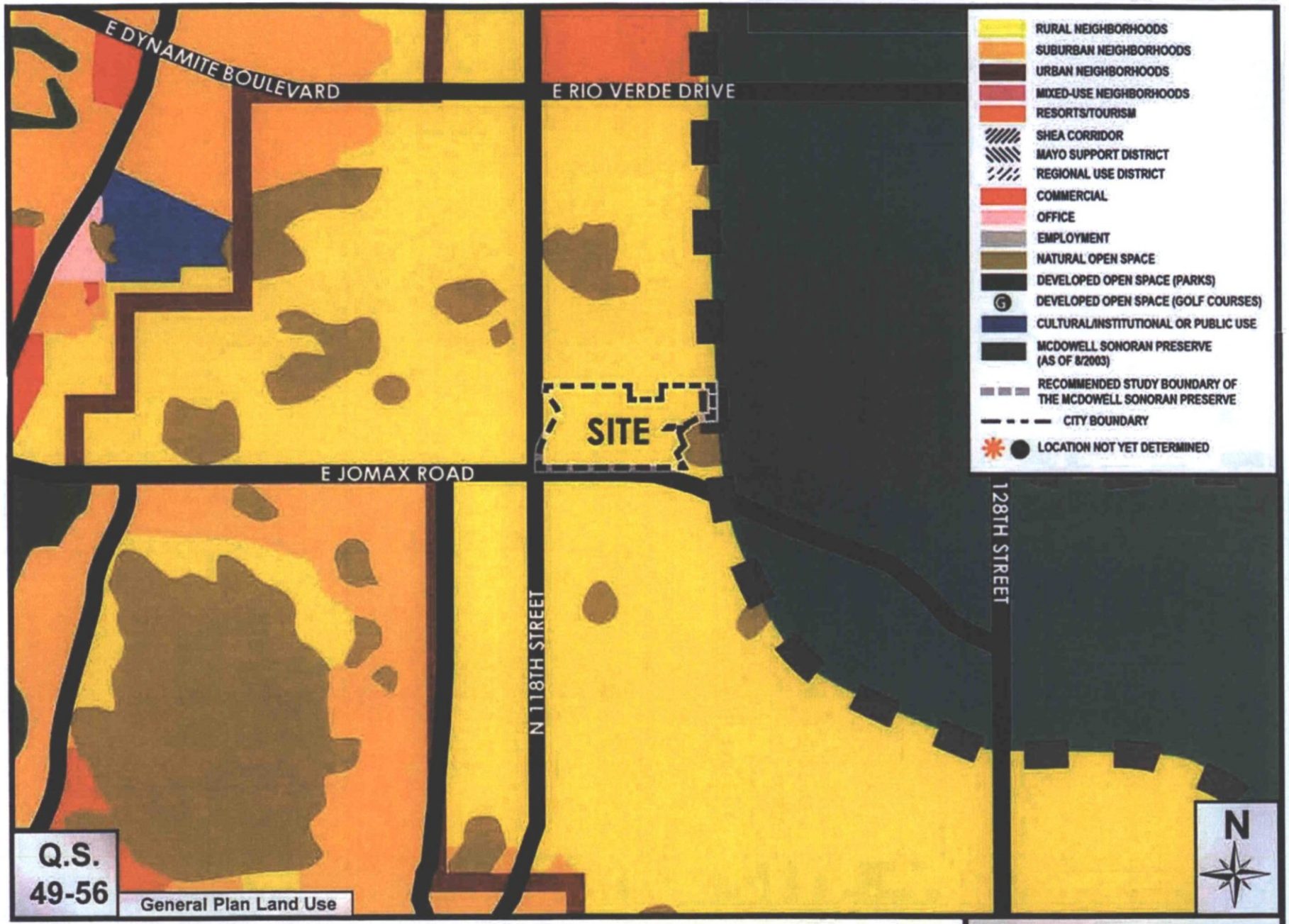
A separate memo prepared by J2 Engineering is provided with the application regarding the proposed amendment to the Local Area Infrastructure Plan (LAIP) for the 120th Street abandonment request.

II. Consideration for Abandonment

The Property owner will provide compensation to the City of Scottsdale for the land area to be abandoned through the off-site construction of 118th Street north of Redbird Road extending to Dynamite Boulevard. Specfics regarding this compensation is outlined in a Development Agreement between Toll and the City. The Development Agreement between the developer and the City is provided as a separate document and will be recorded upon signatures and approval by City Council.

An appraisal was provided ot the City for the areas to be abandoned and the developer and City agreed on a compensation amount of $215,875. In the event Toll Brothers does not construct 118th Street (within first 5 years), or reimburse the City within that time period (withing 10 years), Toll will be obligated to pay the $215,875 for reimbursement of the right-of-way abandoment value. Specific terms are outlined in paragraph 2.3 of the Development Agreement.

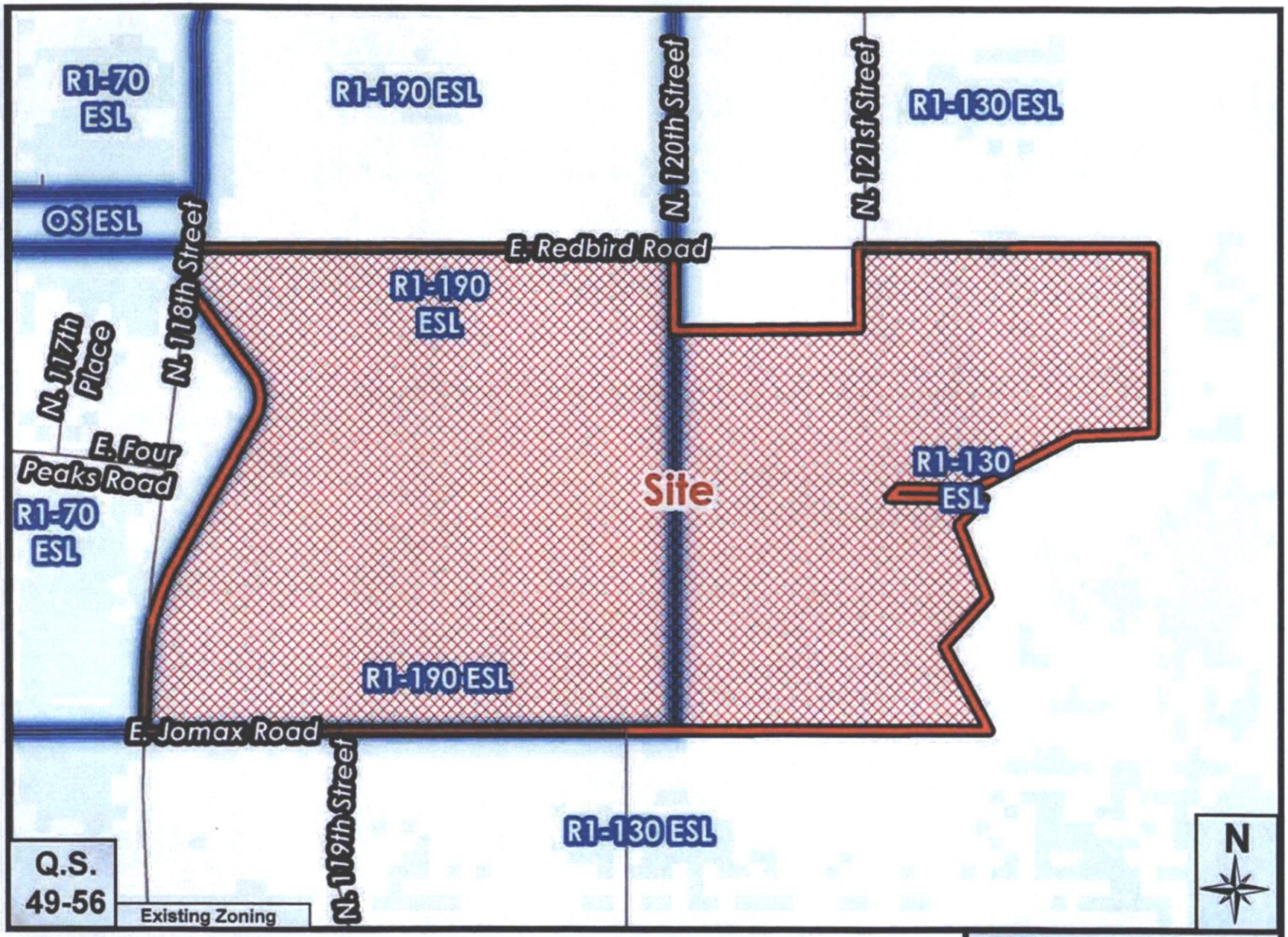
ATTACHMENT 8



118th & Jomax

25-ZN-2016

ATTACHMENT 9



J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop
Suite B2
Phoenix, Arizona 85040
Phone: 602.438.2221
Fax: 602.438.2225

To: Oscar Dominguez
Toll Brothers

Date: April 24, 2017

From: Jamie Ann K. Blakeman, PE, PTOE

Job Number: 16.0937.002

RE: NEC Jomax Road and 118th Street
Traffic Impact & Mitigation Analysis

Registered Professional Engineer (Civil)
40961
JAMIE ANN K. BLAKEMAN
Date Signed 4-24-17
ARIZONA, U.S.A.
EXPIRES 6-30-19

INTRODUCTION

J2 Engineering and Environmental Design (J2) has prepared a Traffic Impact and Mitigation Analysis for the proposed development located on the northeast corner of Jomax Road and 118th Street in Scottsdale, Arizona. See **Figure 1** for a vicinity map.

The proposed development will include 51 single-family dwelling units. See **Attachment A** and **Figure 2** for the site map.

The objective of this Traffic Impact and Mitigation Analysis is to analyze the traffic related impacts of the proposed development to the adjacent roadway network.

EXISTING CONDITIONS

The study area is currently undeveloped land, with the west half of the site zoned for R1-190 development and the east half of the site zoned for R1-130 development. See **Attachment B** for detailed parcel information.

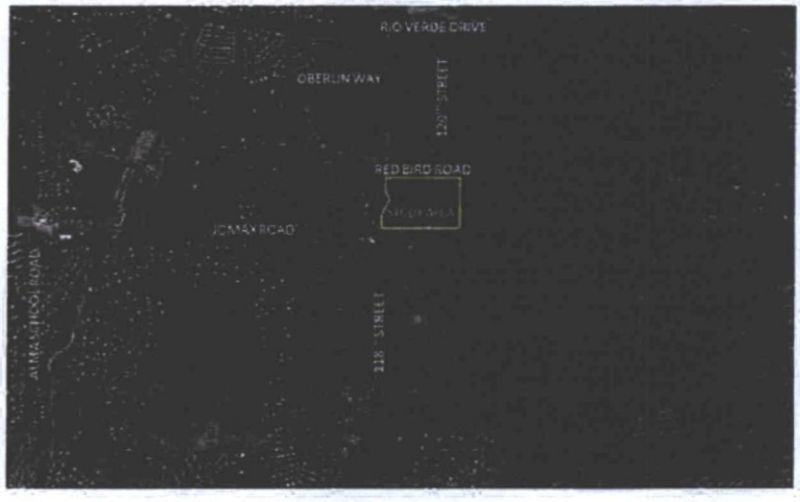


Figure 1 - Vicinity Map

The proposed development is bordered by 118th Street to the west, Jomax Road to the south, and Red Bird Road to the north.

To the west of the proposed development are the Talon Ranch and Desert Summit residential developments. To the north are a number of developed residential lots with the majority of the land undeveloped. To the east and south are the McDowell Sonoran Preserve as well as State Land. See **Figure 3.**

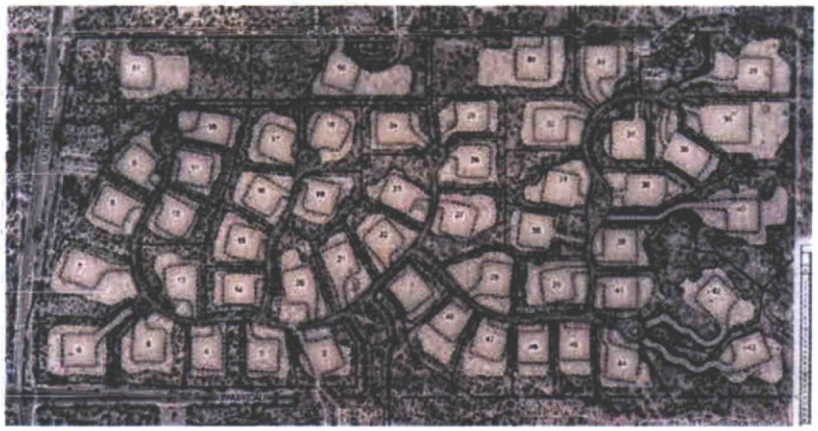


Figure 2 - Site Plan

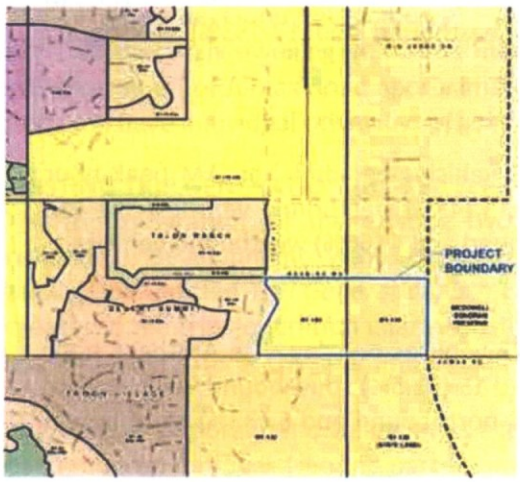


Figure 3 - Existing Zoning

STUDY ROADWAY SEGMENTS

Jomax Road is an east-west roadway. West of 118th Street, Jomax Road provides two (2) lanes for the westbound direction, and one (1) lane for the eastbound direction, with a raised center median. East of 118th Street, Jomax Road provides one (1) through lane for each direction of travel. Jomax Road terminates approximately 1,000 feet east of 118th Street. The City of Scottsdale classifies Jomax Road as a rural local collector. There is a posted speed limit of 40 mph west of 116th Street, and a posted speed limit of 30 mph east of 116th Street.

118th Street is a north-south roadway that provides one (1) lane for each direction of travel. The City of Scottsdale classifies 118th Street as a minor collector - rural. There is a posted speed limit of 30 mph north of Jomax Road, and a posted speed limit of 35 mph south of Jomax Road.

Red Bird Road is an east-west roadway that begins at 118th Street and continues to the east to approximately 120th Street. Red Bird Road is unpaved and provides one lane for each direction of travel. The City of Scottsdale classifies Red Bird Road as a local residential – rural.

EXISTING TRAFFIC COUNTS

A local traffic data collection firm, Field Data Services of Arizona, Inc was utilized to collect traffic counts. On Tuesday, September 20, 2016, bi-directional tube counts for 24-hours in 15-minute intervals were collected at the following five (5) locations:

- Jomax Road, just west of 118th Street
- Jomax Road, just east of 118th Street
- 118th Street, just north of Jomax Road
- 118th Street, just south of Jomax Road
- Red Bird Road, just east of 118th Street

See **Attachment C** for detailed 24-hour traffic count data.

Jomax Road, just west of 118th Street

The daily traffic along Jomax Road, west of 118th Street was 452 vehicles per day. The AM peak hour occurred from 8:00 am to 9:00 am, with 24 (57%) eastbound and 18 (43%) westbound vehicles. The PM peak hour occurred from 4:45 pm to 5:45 pm, with 15 (47%) eastbound and 17 (53%) westbound vehicles.

Jomax Road, just east of 118th Street

The daily traffic along Jomax Road, east of 118th Street was 98 vehicles per day. The AM peak hour occurred from 8:00 am to 9:00 am, with 4 (57%) eastbound and 3 (43%) westbound vehicles. The PM peak hour occurred from 4:00 pm to 5:00 pm, with 2 (33%) eastbound and 4 (66%) westbound vehicles.

118th Street, just north of Jomax Road

The daily traffic along 118th Street, north of Jomax Road was 222 vehicles per day. The AM peak hour occurred from 8:00 am to 9:00 am, with 9 (37.5%) northbound and 15 (62.5%) southbound vehicles. The PM peak hour occurred from 4:00 pm to 5:00 pm, with 10 (66%) northbound and 5 (33%) southbound vehicles.

118th Street, just south of Jomax Road

The daily traffic along 118th Street, south of Jomax Road was 290 vehicles per day. The AM peak hour occurred from 8:00 am to 9:00 am, with 11 (44%) northbound and 14 (56%) southbound vehicles. The PM peak hour occurred from 4:45 pm to 5:45 pm, with 16 (64%) northbound and 9 (36%) southbound vehicles.

Red Bird Road, just east of 118th Street
The daily traffic along Red Bird Road, east of 118th Street was 15 vehicles per day. The AM peak hour occurred from 7:45 am to 8:45 am, with 3 (75%) eastbound and 1 (25%) westbound vehicles. The PM peak hour occurred from 4:00 pm to 5:00 pm, with 1 (100%) eastbound and 0 (0%) westbound vehicles.

TRIP DISTRIBUTION
The trip distribution procedure determines the general pattern of travel for vehicles entering and leaving the proposed development. The general knowledge of the major destinations in the area was used to distribute trips for this proposed site. The assumed trip distribution is as follows:

- 10% to/from the north on 118th Street
- 50% to/from the south on 118th Street
- 40% to/from the west on Jomax Road

PROPOSED DEVELOPMENT
The proposed development located at the northeast corner of Jomax Road and 118th Street will consist of 51 single-family dwelling units. The main entry will serve 48 of the 51 units. This entry will be gated and located off of Jomax Road approximately one-quarter mile east of 118th Street. The remaining three units will have individual driveways off of Red Bird Road.

EXISTING TRIP GENERATION (R1-190 & R1-130 ZONING)
The trip generation for the existing two vacant parcels zoned for R1-190 and R1-130 single family residential development was calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation, 9th Edition*. The ITE rates and equations are based on studies that measured the trip generation characteristics for various types of land uses. The rates and equations are expressed in terms of trips per unit of land use type.

The number of potential dwelling units according to existing zoning were calculated by dividing the total parcel square footages (see the parcel information shown in Attachment B) by the allowed individual lot densities (see The City of Scottsdale Zoning District regulations).

The trip generation was calculated utilizing the ITE Land Use 210 Single-Family Detached Housing. See **Table 1**.

Table 1 – Existing Zoning Trip Generation

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Single-Family Detached Housing (R1-190)	210	9	Dwelling Units	117	16	4	12	12	8	4
Single-Family Detached Housing (R1-130)	210	13	Dwelling Units	165	19	5	14	17	11	6
Total				**283**	**35**	9	26	**30**	19	11

PROPOSED TRIP GENERATION (51 DWELLING UNITS)

The trips generated by the proposed 51 single-family dwelling unit development were calculated utilizing the ITE Land Use 210 Single-Family Detached Housing. See **Table 2** below. For detail trip generation calculations see **Attachment D**.

Table 2 – Proposed Zoning Trip Generation

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Single-Family Detached Housing	210	51	Dwelling Units	**565**	**45**	11	34	**57**	36	21

TRIP GENERATION COMPARISON

A comparison between the trips generated by the existing R1-190 and R1-130 parcels and the proposed 51 single-family dwelling units is shown in **Table 3**.

Table 3 – Trip Generation Comparison (Existing vs. Proposed Development)

Land Use	Weekday	AM Peak Hour			PM Peak Hour		
	Total	Total	In	Out	Total	In	Out
Existing Single Family (R1-190 and R1-130)	283	35	9	26	30	19	11
Proposed Single-Family (R1-43)	565	45	11	34	57	36	21
DIFFERENCE	**283**	**10**	2	8	**28**	17	11

The proposed residential development, with 51 single-family homes, is anticipated to generate 565 weekday daily trips with 45 occurring during the AM peak hour and 57 occurring during the PM peak hour. The development is anticipated to generate 283 more weekday daily trips than the existing zoning with larger residential parcels, which is an approximate increase of 100%. The AM and PM peak hour traffic volumes also increase by 29% and 94%, respectively.

TRIP DISTRIBUTION AND ASSIGNMENT

An annual growth rate of 1% was applied to the existing daily traffic volumes and used to estimate the five-year horizon background volumes. Trips generated by the proposed site were assigned to the adjacent roadways using the assumed trip distribution percentages. The resulting site traffic volumes were added to the future five-year horizon background traffic volumes to calculate the total traffic volumes on the adjacent roadways for the year 2021. See **Figure 4**.

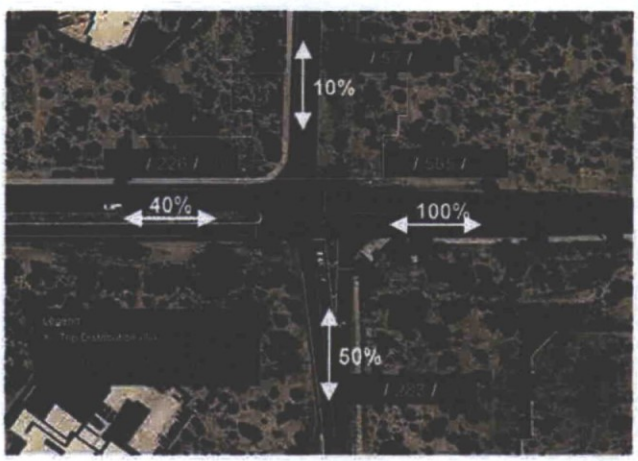


Figure 4 – Trip Distribution and Traffic Volumes

FUTURE ROADWAY IMPROVEMENTS

With the build-out of proposed single-family residential development, the following improvements to the surrounding roadway network are anticipated to be completed:

Jomax Road is anticipated to be built per the City of Scottsdale's local collector rural/ESL character with trails cross-section between 118th Street and the entrance to the proposed residential development. This cross-section will provide one (1) travel lane for each direction of travel, and trail dedication on the north side of the roadway. See **Figure 5**.

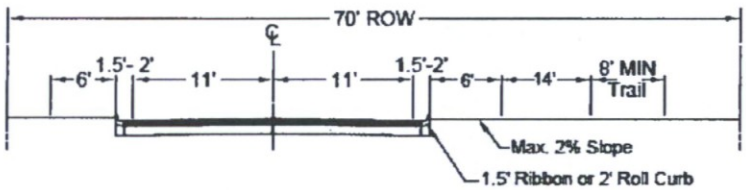


Figure 5 - Jomax Road - Rural/ESL Character with Trails

118th Street between Jomax Road and Red Bird Road will be widened by 6 feet to provide northbound bike lanes. This cross-section will provide one (1) travel lane and a bike lane for each direction of travel. The developer will also work with the City in an effort to extend this cross-section to Rio Verde Drive. The 118th Street cross-section will be a modified version of the City of Scottsdale's minor collector rural/ESL character with trails cross-section. See **Figure 6**.

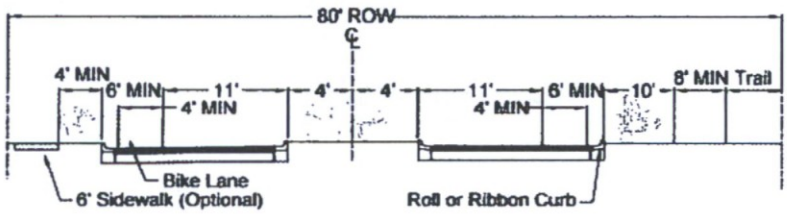


Figure 6 – 118th Street - Rural/ESL Character with Trails

The south half of **Red Bird Road** is anticipated to be built per the City of Scottsdale's local residential rural/ESL character cross-section, between 118th Street and 124th Street. This cross-section will provide one (1) travel lane for each direction of travel, and a dedicated trail on the south side of the roadway between 118th Street and 120th Street. See **Figure 7**.

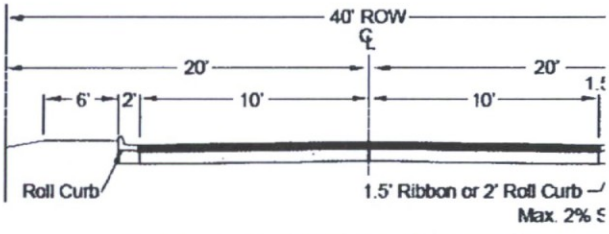


Figure 7 – Red Bird Road - Rural/ESL Character

118th STREET AND JOMAX ROAD INTERSECTION REALIGNMENT CONCEPT

This proposed site is located on the northeast corner of the 118th Street and Jomax Road intersection. **Figure 8** shows the proposed striping modifications to better align the north-south and the east-west legs of the intersections and include bike lanes.

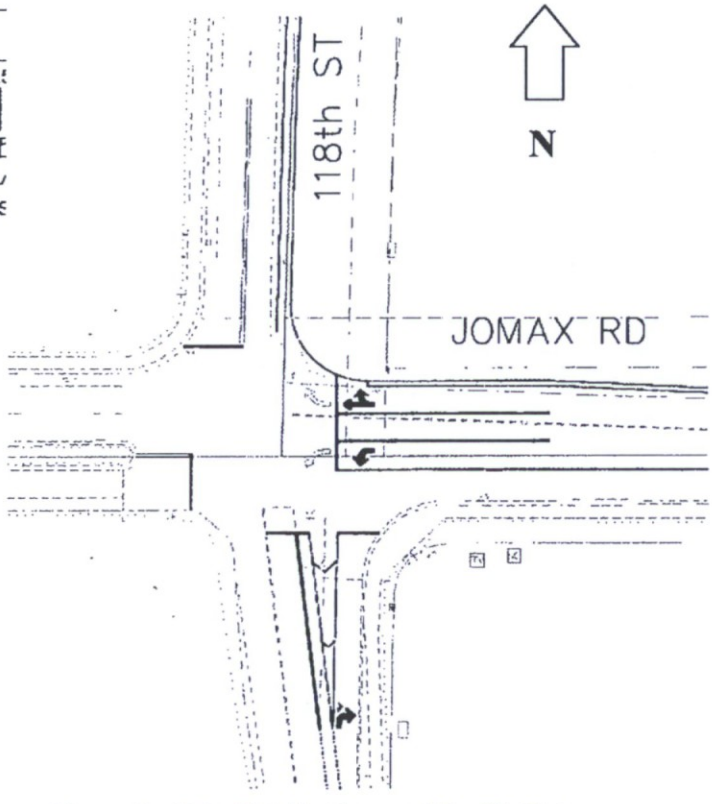


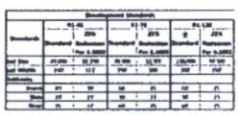
Figure 8 – Trip Distribution and Traffic Volumes

SUMMARY

The proposed single-family residential development will consist of 51 single-family dwelling units and will be located on the northeast corner of Jomax Road and 118th Street in Scottsdale, Arizona. The proposed development is anticipated to generate a total of 565 weekday trips with 45 and 57 occurring during the AM and PM pear hours, respectively.

The surrounding roadways, including Jomax Road, 118th Street, and Red Bird Road, are anticipated to have sufficient capacity and will operate efficiently with the build out of the proposed development.

Attachment A
Proposed Site Plan



Toll Brothers
America's Luxury Home Builder

118TH & JOMAX

Site Plan

plan scale 1:100
date 03.01.17

andersonbaron
plan · design · achieve

Attachment B
Parcel Information

216-79-005 Land Parcel

This is a land parcel and the current owner is LETTIVILLE PARK PARTNERS LLC. It is located in the Goldie Brown Pinnacle Peak Ranch Unit 2 Survey subdivision and MCR 19426. Its current year full cash value is $1,938,300.

Property Information

MCR #	19426
Description:	THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT TWO PER SURVEY MCR 194-26 PARCEL 12
Lat/Long	
Lot Size	1,752,854 sq ft.
Zoning	R1-190
Lot #	12
High School District	CAVE CREEK UNIFIED #93
Elementary School District	CAVE CREEK UNIFIED SCHOOL DISTRICT
Local Jurisdiction	SCOTTSDALE
S/T/R	34 5N 5E
Market Area/Neighborhood	07/005
Subdivision (76 Parcels)	GOLDIE BROWN PINNACLE PEAK RANCH UNIT 2 SURVEY

Owner Information

LETTIVILLE PARK PARTNERS LLC

Mailing Address 10801 E HAPPY VALLEY RD LOT 133 , SCOTTSDALE, AZ 85255
Deed Number 060025186
Last Deed Date 01/06/2006
Sale Date n/a
Sale Price n/a

Valuation Information

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

Tax Year	2017	2016	2015	2014	2013
Full Cash Value	$1,742,100	$1,755,300	$1,221,400	$552,900	$706,500
Limited Property Value	$640,051	$609,572	$580,545	$552,900	$706,500
Legal Class	2	2	2	2	2
Description	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P
Assessment Ratio	15%	15%	16%	16%	16%
Assessed FCV	n/a	n/a	n/a	$88,464	$113,040
Assessed LPV	$96,008	$91,436	$92,887	$88,464	$113,040
Property Use Code	0014	0014	0014	0014	0014
PU Description	Vacant Residential Land	Vacant Residential Land	Vacant Residential Land	Vacant Residential Land	Vacant Residential Land
Tax Area Code	931400	931400	931400	931400	931400
Valuation Source	Notice	Notice	Notice	Notice	Notice

Similar Parcels

Parcels that are similar to this one (known as the reference parcel) are displayed below.

APN Address Sale Info FCV Size Livable Sq Ft Year Built Pool Foreclosed

No similar parcels found.

216-78-002 Land Parcel

This is a land parcel and the current owner is RED BIRD VISTAS LLC. It is located in the Goldie Brown Pinnacle Peak Ranch Unit 2 Survey subdivision and MCR 19426. Its current year full cash value is $1,742,100.

Property Information

MCR #	19426
Description:	THE GOLDIE BROWN PINNACLE PEAK RANCH UNIT TWO PER SURVEY MCR 194-26 PARCEL 13
Lat/Long	
Lot Size	1,744,142 sq ft.
Zoning	R1-130
Lot #	13
High School District	CAVE CREEK UNIFIED #93
Elementary School District	CAVE CREEK UNIFIED SCHOOL DISTRICT
Local Jurisdiction	SCOTTSDALE
S/T/R	35 5N 5E
Market Area/Neighborhood	07/005
Subdivision (76 Parcels)	GOLDIE BROWN PINNACLE PEAK RANCH UNIT 2 SURVEY

Owner Information

RED BIRD VISTAS LLC

Mailing Address	PO BOX 44127 , PHOENIX, AZ 85064
Deed Number	150117289
Last Deed Date	02/24/2015
Sale Date	n/a
Sale Price	n/a

Valuation Information

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

Tax Year	2017	2016	2015	2014	2013
Full Cash Value	$1,742,100	$1,755,300	$1,221,400	$552,900	$706,500
Limited Property Value	$640,051	$609,572	$580,545	$552,900	$706,500
Legal Class	2	2	2	2	2
Description	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P
Assessment Ratio	15%	15%	16%	16%	16%
Assessed FCV	n/a	n/a	n/a	$88,464	$113,040
Assessed LPV	$96,008	$91,436	$92,887	$88,464	$113,040
Property Use Code	0014	0014	0014	0014	0014
PU Description	Vacant Residential Land	Vacant Residential Land	Vacant Residential Land	Vacant Residential Land	Vacant Residential Land
Tax Area Code	931400	931400	931400	931400	931400
Valuation Source	Notice	Notice	Notice	Notice	Notice

Similar Parcels

Parcels that are similar to this one (known as the reference parcel) are displayed below.

APN Address Sale Info FCV Size Livable Sq Ft Year Built Pool Foreclosed

No similar parcels found.

Attachment C
Existing Traffic Counts

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Tuesday, September 20, 2016 City: Scottsdale Project #: 16-1346-001

Location: Jomax Rd. west of 118th St.

AM Period	NB	SB	EB		WB			PM Period	NB	SB	EB		WB		
00:00			0		1			12:00			3		6		
00:15			0		0			12:15			2		2		
00:30			0		0			12:30			2		6		
00:45			0	0	0	1	1	12:45			0	7	4	18	25
01:00			0		0			13:00			5		5		
01:15			0		0			13:15			6		2		
01:30			0		0			13:30			5		6		
01:45			0	0	0	0		13:45			6	22	6	19	41
02:00			0		0			14:00			2		8		
02:15			0		0			14:15			10		2		
02:30			0		0			14:30			2		5		
02:45			0	0	0	0		14:45			1	15	1	16	31
03:00			0		0			15:00			4		5		
03:15			0		0			15:15			4		4		
03:30			0		0			15:30			1		2		
03:45			0	0	0	0		15:45			4	13	4	15	28
04:00			0		0			16:00			2		1		
04:15			0		0			16:15			1		1		
04:30			0		0			16:30			2		3		
04:45			2	2	0	0	2	16:45			3	8	6	11	19
05:00			0		1			17:00			4		2		
05:15			0		0			17:15			2		5		
05:30			0		2			17:30			6		4		
05:45			1	1	0	3	4	17:45			4	16	3	14	30
06:00			3		6			18:00			4		3		
06:15			4		3			18:15			7		3		
06:30			5		4			18:30			5		1		
06:45			4	16	5	18	34	18:45			1	17	2	9	26
07:00			4		0			19:00			1		3		
07:15			4		2			19:15			3		1		
07:30			2		5			19:30			0		0		
07:45			2	12	3	10	22	19:45			0	4	1	5	9
08:00			3		7			20:00			2		0		
08:15			6		5			20:15			2		0		
08:30			2		3			20:30			1		1		
08:45			13	24	3	18	42	20:45			0	5	1	2	7
09:00			3		5			21:00			3		0		
09:15			7		3			21:15			1		1		
09:30			4		6			21:30			2		1		
09:45			4	18	6	20	38	21:45			0	6	1	3	9
10:00			4		4			22:00			0		0		
10:15			7		6			22:15			0		0		
10:30			5		4			22:30			1		0		
10:45			5	21	3	17	38	22:45			0	1	1	1	2
11:00			6		5			23:00			1		0		
11:15			2		6			23:15			0		0		
11:30			2		7			23:30			0		0		
11:45			8	18	6	24	42	23:45			0	1	0	0	1
Total Vol.				112		111	**223**					115		113	**228**

GPS Coordinates: 33.726908, -111.827225

Daily Totals

NB	SB	EB	WB	Combined
		227	224	**451**

	AM			PM		
Split %	50.2%	49.8%	**49.4%**	50.4%	49.6%	**50.6%**
Peak Hour	08:45	11:15	**08:45**	13:30	13:15	**13:30**
Volume	27	25	**44**	23	22	**45**
P.H.F.	0.52	0.89	**0.69**	0.58	0.69	**0.94**

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Tuesday, September 20, 2016 City: Scottsdale Project #: 16-1346-002

Location: Jomax Rd. east of 118th St.

AM Period	NB	SB	EB		WB			PM Period	NB	SB	EB		WB		
00:00			0		0			12:00			0		0		
00:15			0		0			12:15			1		0		
00:30			0		0			12:30			2		2		
00:45			0	0	0	0		12:45			0	3	1	3	6
01:00			0		0			13:00			1		1		
01:15			0		0			13:15			1		1		
01:30			0		0			13:30			2		3		
01:45			0	0	0	0		13:45			3	7	1	6	13
02:00			0		0			14:00			0		3		
02:15			0		0			14:15			1		1		
02:30			0		0			14:30			1		0		
02:45			0	0	0	0		14:45			0	2	0	4	6
03:00			0		0			15:00			0		0		
03:15			0		0			15:15			0		0		
03:30			0		0			15:30			2		3		
03:45			0	0	0	0		15:45			1	3	3	6	9
04:00			0		0			16:00			1		0		
04:15			0		0			16:15			0		1		
04:30			0		0			16:30			0		1		
04:45			0	0	0	0		16:45			1	2	2	4	6
05:00			0		0			17:00			0		0		
05:15			0		0			17:15			0		0		
05:30			0		0			17:30			1		0		
05:45			2	2	0	0	2	17:45			0	1	0	0	1
06:00			0		2			18:00			1		0		
06:15			0		0			18:15			0		1		
06:30			1		0			18:30			2		1		
06:45			2	3	0	2	5	18:45			0	3	1	3	6
07:00			1		0			19:00			0		1		
07:15			0		0			19:15			0		0		
07:30			0		0			19:30			0		0		
07:45			1	2	2	2	4	19:45			0	0	0	1	1
08:00			1		0			20:00			0		0		
08:15			1		1			20:15			0		0		
08:30			0		0			20:30			0		0		
08:45			2	4	2	3	7	20:45			0	0	0	0	
09:00			0		1			21:00			0		0		
09:15			1		1			21:15			0		0		
09:30			2		0			21:30			2		1		
09:45			1	4	1	3	7	21:45			0	2	1	2	4
10:00			0		1			22:00			0		0		
10:15			1		0			22:15			0		0		
10:30			1		0			22:30			1		0		
10:45			3	5	1	2	7	22:45			0	1	1	1	2
11:00			0		2			23:00			1		0		
11:15			3		3			23:15			0		1		
11:30			1		0			23:30			0		0		
11:45			0	4	1	6	10	23:45			0	1	0	1	2
Total Vol.				24		18	**42**					25		31	**56**

GPS Coordinates: 33.726774, -111.825294

Daily Totals

NB	SB	EB	WB	Combined
		49	49	**98**

	AM			PM		
Split %	57.1%	42.9%	**42.9%**	44.6%	55.4%	**57.1%**
Peak Hour	10:30	10:30	**10:30**	13:00	13:15	**13:15**
Volume	7	6	**13**	7	8	**14**
P.H.F.	0.58	0.50	**0.54**	0.58	0.67	**0.70**

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Tuesday, September 20, 2016 City: Scottsdale Project #: 16-1346-004

Location: 118th St. north of Jomax Rd.

AM Period	NB		SB		EB	WB		PM Period	NB		SB		EB	WB	
00:00	0		0					12:00	5		2				
00:15	0		0					12:15	2		0				
00:30	0		0					12:30	4		1				
00:45	0	0	0	0				12:45	1	12	0	3			15
01:00	0		0					13:00	1		3				
01:15	0		0					13:15	0		2				
01:30	0		0					13:30	2		1				
01:45	0	0	0	0				13:45	3	6	1	7			13
02:00	0		0					14:00	4		1				
02:15	0		0					14:15	3		2				
02:30	0		0					14:30	4		3				
02:45	0	0	0	0				14:45	2	13	0	6			19
03:00	0		0					15:00	1		4				
03:15	0		0					15:15	2		3				
03:30	0		0					15:30	0		1				
03:45	0	0	0	0				15:45	2	5	1	9			14
04:00	0		0					16:00	0		2				
04:15	0		0					16:15	3		1				
04:30	0		0					16:30	1		1				
04:45	0	0	1	1			1	16:45	6	10	1	5			15
05:00	1		0					17:00	2		0				
05:15	0		0					17:15	3		1				
05:30	0		0					17:30	1		0				
05:45	0	1	1	1			2	17:45	1	7	0	1			8
06:00	4		3					18:00	0		0				
06:15	2		2					18:15	0		1				
06:30	0		3					18:30	0		1				
06:45	2	8	4	12			20	18:45	2	2	1	3			5
07:00	0		3					19:00	0		2				
07:15	1		5					19:15	1		2				
07:30	0		2					19:30	0		0				
07:45	3	4	2	12			16	19:45	0	1	0	4			5
08:00	5		1					20:00	0		0				
08:15	2		5					20:15	0		1				
08:30	1		2					20:30	0		0				
08:45	1	9	7	15			24	20:45	0	0	0	1			1
09:00	6		2					21:00	1		0				
09:15	2		4					21:15	0		0				
09:30	3		4					21:30	0		0				
09:45	2	13	4	14			27	21:45	0	1	0	0			1
10:00	1		3					22:00	0		0				
10:15	3		2					22:15	0		0				
10:30	3		2					22:30	0		1				
10:45	4	11	1	8			19	22:45	0	0	0	1			1
11:00	2		1					23:00	0		0				
11:15	2		0					23:15	0		0				
11:30	1		2					23:30	0		0				
11:45	3	8	5	8			16	23:45	0	0	0	0			
Total Vol.		54		71			**125**			57		40			**97**

GPS Coordinates: 33.727292, -111.826517

Daily Totals

NB	SB	EB	WB	Combined
111	111			**222**

	AM			PM		
Split %	43.2%	56.8%	**56.3%**	58.8%	41.2%	**43.7%**
Peak Hour	11:45	08:45	**08:45**	13:45	14:30	**13:45**
Volume	14	17	**29**	14	10	**21**
P.H.F.	0.70	0.61	**0.91**	0.88	0.63	**0.75**

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Tuesday, September 20, 2016 City: Scottsdale Project #: 16-1346-003

Location: 118th St. south of Jomax Rd.

AM Period	NB		SB		EB	WB		PM Period	NB		SB		EB	WB	
00:00	0		0					12:00	4		5				
00:15	0		0					12:15	1		1				
00:30	0		0					12:30	3		3				
00:45	0	0	0	0				12:45	2	10	3	12			22
01:00	0		0					13:00	1		3				
01:15	0		0					13:15	3		4				
01:30	0		0					13:30	4		2				
01:45	0	0	0	0				13:45	3	11	3	12			23
02:00	0		0					14:00	2		2				
02:15	0		0					14:15	5		1				
02:30	0		0					14:30	0		3				
02:45	0	0	0	0				14:45	2	9	0	6			15
03:00	0		0					15:00	0		2				
03:15	0		0					15:15	2		1				
03:30	0		0					15:30	2		2				
03:45	0	0	0	0				15:45	3	7	0	5			12
04:00	0		0					16:00	0		2				
04:15	0		0					16:15	4		0				
04:30	0		0					16:30	2		2				
04:45	1	1	0	0			1	16:45	6	12	3	7			19
05:00	0		0					17:00	3		0				
05:15	0		0					17:15	2		2				
05:30	0		3					17:30	5		4				
05:45	1	1	2	5			6	17:45	4	14	4	10			24
06:00	2		2					18:00	2		3				
06:15	4		3					18:15	3		1				
06:30	1		6					18:30	3		1				
06:45	2	9	6	17			26	18:45	1	9	1	6			15
07:00	0		3					19:00	0		2				
07:15	0		1					19:15	2		1				
07:30	0		3					19:30	0		0				
07:45	3	3	2	9			12	19:45	0	2	1	4			6
08:00	1		2					20:00	1		0				
08:15	3		5					20:15	2		0				
08:30	1		3					20:30	0		0				
08:45	6	11	4	14			25	20:45	0	3	1	1			4
09:00	4		1					21:00	4		0				
09:15	3		2					21:15	1		1				
09:30	3		6					21:30	0		0				
09:45	3	13	5	14			27	21:45	0	5	0	1			6
10:00	1		2					22:00	0		0				
10:15	4		3					22:15	0		0				
10:30	3		2					22:30	1		2				
10:45	4	12	3	10			22	22:45	0	1	0	2			3
11:00	5		2					23:00	0		0				
11:15	0		2					23:15	1		0				
11:30	1		7					23:30	0		0				
11:45	2	8	2	13			21	23:45	0	1	0	0			1
Total Vol.		58		82			**140**			84		66			**150**

GPS Coordinates: 33.726257, -111.826560

Daily Totals

NB	SB	EB	WB	Combined
142	148			**290**

	AM			PM		
Split %	41.4%	58.6%	**48.3%**	56.0%	44.0%	**51.7%**
Peak Hour	08:45	06:15	**08:45**	16:45	12:30	**17:15**
Volume	16	18	**29**	16	13	**26**
P.H.F.	0.67	0.75	**0.73**	0.67	0.81	**0.72**

Prepared by: Field Data Services of Arizona/Veracity Traffic Group (520) 316-6745

Volumes for: Tuesday, September 20, 2016 City: Scottsdale Project #: 16-1346-005

Location: Red Bird Rd. east of 118th St.

AM Period	NB	SB	EB		WB			PM Period	NB	SB	EB		WB		
00:00			0		0			12:00			0		0		
00:15			0		0			12:15			0		0		
00:30			0		0			12:30			1		0		
00:45			0	0	0	0		12:45			0	1	0	0	1
01:00			0		0			13:00			0		0		
01:15			0		0			13:15			0		0		
01:30			0		0			13:30			0		0		
01:45			0	0	0	0		13:45			0	0	0	0	
02:00			0		0			14:00			0		0		
02:15			0		0			14:15			0		0		
02:30			0		0			14:30			1		0		
02:45			0	0	0	0		14:45			0	1	0	0	1
03:00			0		0			15:00			0		0		
03:15			0		0			15:15			0		1		
03:30			0		0			15:30			0		0		
03:45			0	0	0	0		15:45			0	0	0	1	1
04:00			0		0			16:00			0		0		
04:15			0		0			16:15			0		0		
04:30			0		0			16:30			0		0		
04:45			0	0	0	0		16:45			1	1	0	0	1
05:00			0		0			17:00			0		0		
05:15			0		0			17:15			0		0		
05:30			0		0			17:30			0		0		
05:45			0	0	0	0		17:45			0	0	1	1	1
06:00			0		1			18:00			0		0		
06:15			0		0			18:15			0		0		
06:30			0		1			18:30			0		0		
06:45			0	0	0	2	2	18:45			0	0	0	0	
07:00			0		0			19:00			0		1		
07:15			0		0			19:15			0		0		
07:30			0		0			19:30			0		0		
07:45			0	0	0	0		19:45			0	0	0	1	1
08:00			2		0			20:00			0		0		
08:15			0		1			20:15			0		0		
08:30			1		0			20:30			0		0		
08:45			0	3	0	1	4	20:45			0	0	0	0	
09:00			0		0			21:00			0		0		
09:15			0		0			21:15			0		0		
09:30			0		0			21:30			0		0		
09:45			1	1	0	0	1	21:45			0	0	0	0	
10:00			0		0			22:00			0		0		
10:15			0		0			22:15			0		0		
10:30			0		2			22:30			0		0		
10:45			0	0	0	2	2	22:45			0	0	0	0	
11:00			0		0			23:00			0		0		
11:15			0		0			23:15			0		0		
11:30			0		0			23:30			0		0		
11:45			0	0	0	0		23:45			0	0	0	0	
Total Vol.				4		5	**9**					3		3	**6**

GPS Coordinates:

Daily Totals

NB	SB	EB	WB	Combined
		7	8	**15**

	AM			PM		
Split %	44.4%	55.6%	**60.0%**	50.0%	50.0%	**40.0%**
Peak Hour	07:45	05:45	**07:45**	12:00	14:30	**14:30**
Volume	3	2	**4**	1	1	**2**
P.H.F.	0.38	0.50	**0.50**	0.25	0.25	**0.50**

Attachment D
Trip Generation

Jomax Rd & 118th St - Single-Family Residential Development

Toll Brothers

Trip Generation Calculations

Proposed Single Family Residential Zoning (R1-43)

Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour		
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out
Single-Family Detached Housing	210	52	DU	Ln(T)= 0.92Ln(X) + 2.72	50%	50%	T= 0.70(X) + 9.74	25%	75%	Ln(T)= 0.90Ln(X) + 0.51	63%	37%	575	288	287	46	12	34	58	37	21
												TOTAL	575	288	287	46	12	34	58	37	21

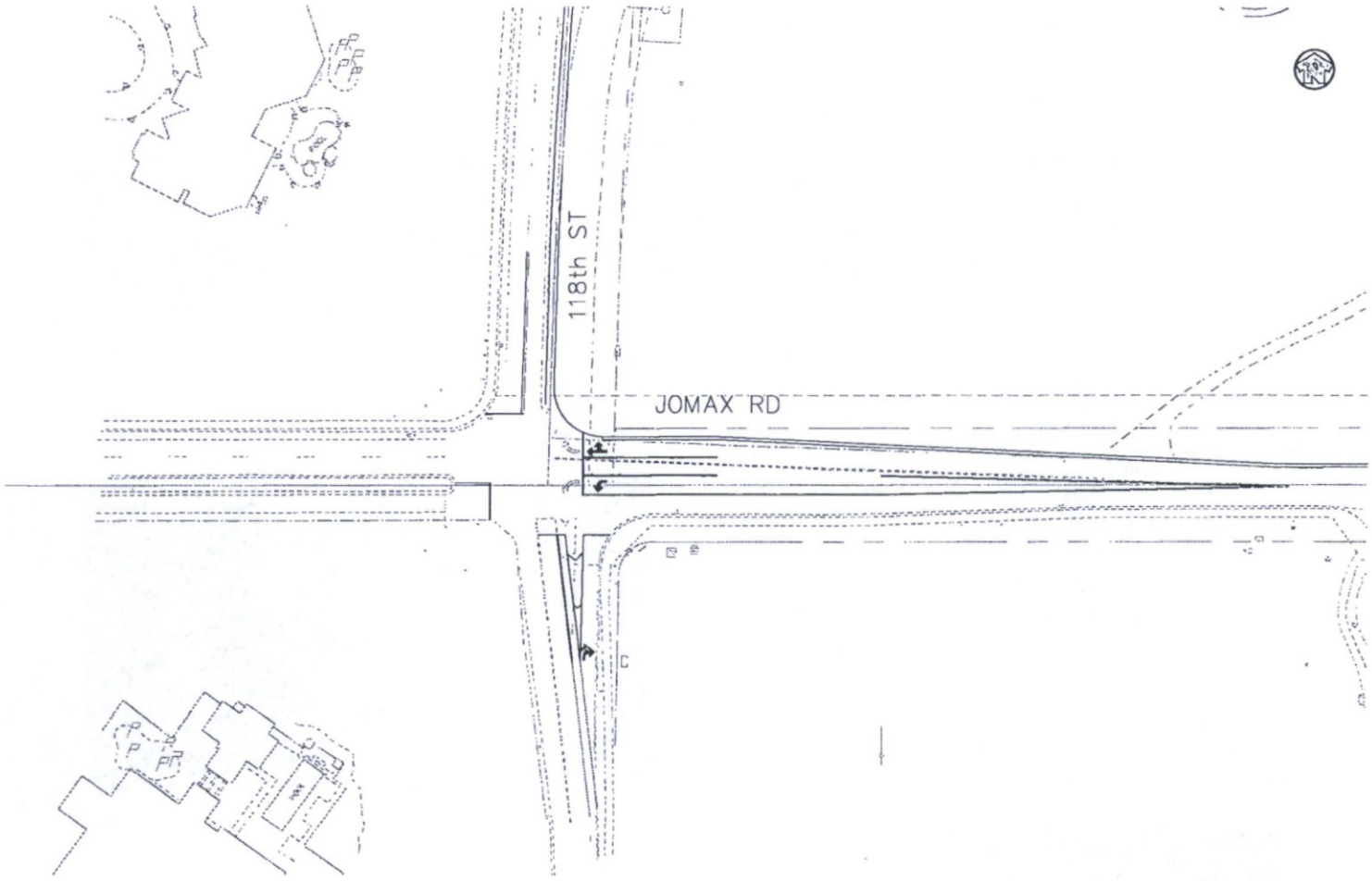
Existing Single Family Residential Zoning (R1-190 and R1-130)

Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour		
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out
Single-Family Detached Housing (R1-190)	210	9	DU	Ln(T)= 0.92Ln(X) + 2.72	50%	50%	T= 0.70(X) + 9.74	25%	75%	Ln(T)= 0.90Ln(X) + 0.51	63%	37%	117	59	58	16	4	12	12	8	4
Single-Family Detached Housing (R1-130)	210	13	DU	Ln(T)= 0.92Ln(X) + 2.72	50%	50%	T= 0.70(X) + 9.74	25%	75%	Ln(T)= 0.90Ln(X) + 0.51	63%	37%	165	83	82	19	5	14	17	11	6
												TOTAL	283	142	141	35	9	26	30	19	11

Existing vs Proposed

Land Use	ITE Code	Qty	Unit		Weekday			AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out	Total	In	Out
Existing Single Family (R1-190 and R1-130)	210		DU		283	142	141	35	9	26	30	19	11
Proposed Single-Family (R1-43)	210	52	DU		575	288	287	46	12	34	58	37	21
				DIFFERENCE	293	146	147	11	3	8	29	18	11

Attachment E
Jomax Road and 118th Street Layout


118th ST
JOMAX RD

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop
Suite B2
Phoenix, Arizona 85040
Phone: 602.438.2221
Fax: 602.438.2225

To: Phil Kercher
City of Scottsdale

Date: April 24, 2017

From: Jamie Blakeman, PE, PTOE

Job Number: 16.0937

RE: Dynamite Foothills Area
Local Area Infrastructure Plan Revision



INTRODUCTION

J2 Engineering and Environmental Design (J2) would like to propose an amendment to the Dynamite Foothills Local Area Infrastructure Plan. This request is in conjunction with the proposed development located on the northeast corner of Jomax Road and 118th Street in Scottsdale, Arizona. See **Figure 1** for a vicinity map.

The proposed development will include 51 single-family dwelling units. See **Attachment A** and **Figure 2** for the site map.

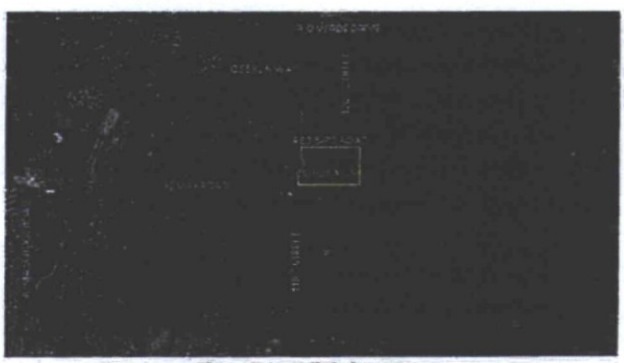


Figure 1 – Vicinity Map



Figure 2 – Site Plan

LOCAL AREA INFRASTRUCTURE PLANS (LAIPS)

Various departments at the City of Scottsdale collaborated to create the Local Area Infrastructure Plans (LAIPS) to guide implementation of neighborhood-specific basic infrastructure, including water lines, sewer lines, and streets (paved or unpaved). It also includes ensuring emergency and service vehicle access to all parcels. The LAIPS focused on areas where there are generally no subdivisions and master planned communities.

ATTACHMENT 11

As of August 18, 2016 there are general areas, including the following:

- Whisper Rock (Stagecoach Pass to Lone Mountain roads, Hayden to Pima roads)
- East Shea (Shea Boulevard to Doubletree Ranch Road, 120th Street to 133rd Way)
- Dynamite Foothills (Lone Mountain to Deer Valley roads, Alma School Road to 136th Street)
- Desert Highlands (Jomax to Pinnacle Peak roads, 80th Place to Alma School Road)
- Desert Foothills (Ashler Hills to Jomax roads, 56th to 90th streets)

These five plans have been adopted by the City Council.

DYNAMITE FOOTHILLS LOCAL AREA INFRASTRUCTURE PLAN

The proposed development located on the northeast corner of Jomax Road and 118th Street sits within the Dynamite Foothills Local Area Infrastructure Plan. See **Attachment B**. Currently, there is a proposed 120th Street connection shown on the LAIP between Redbird Road and Jomax Road that would run through the proposed development. This roadway connection does not currently exist and is a proposed future street. Additionally there is a planned trail that travels diagonally through the proposed development beginning at Jomax Road and 118th Street, continuing northeast to approximately Redbird Road and 120th Street, and then continuing to the east along Red Bird Road to approximately the 122nd Street alignment.

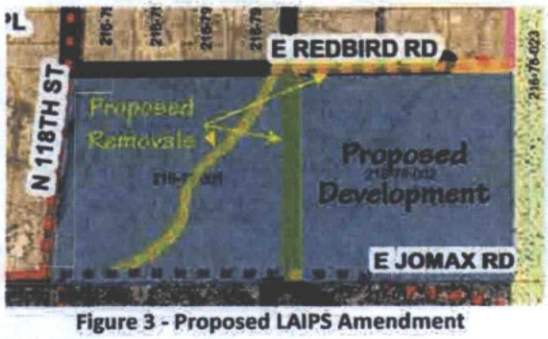
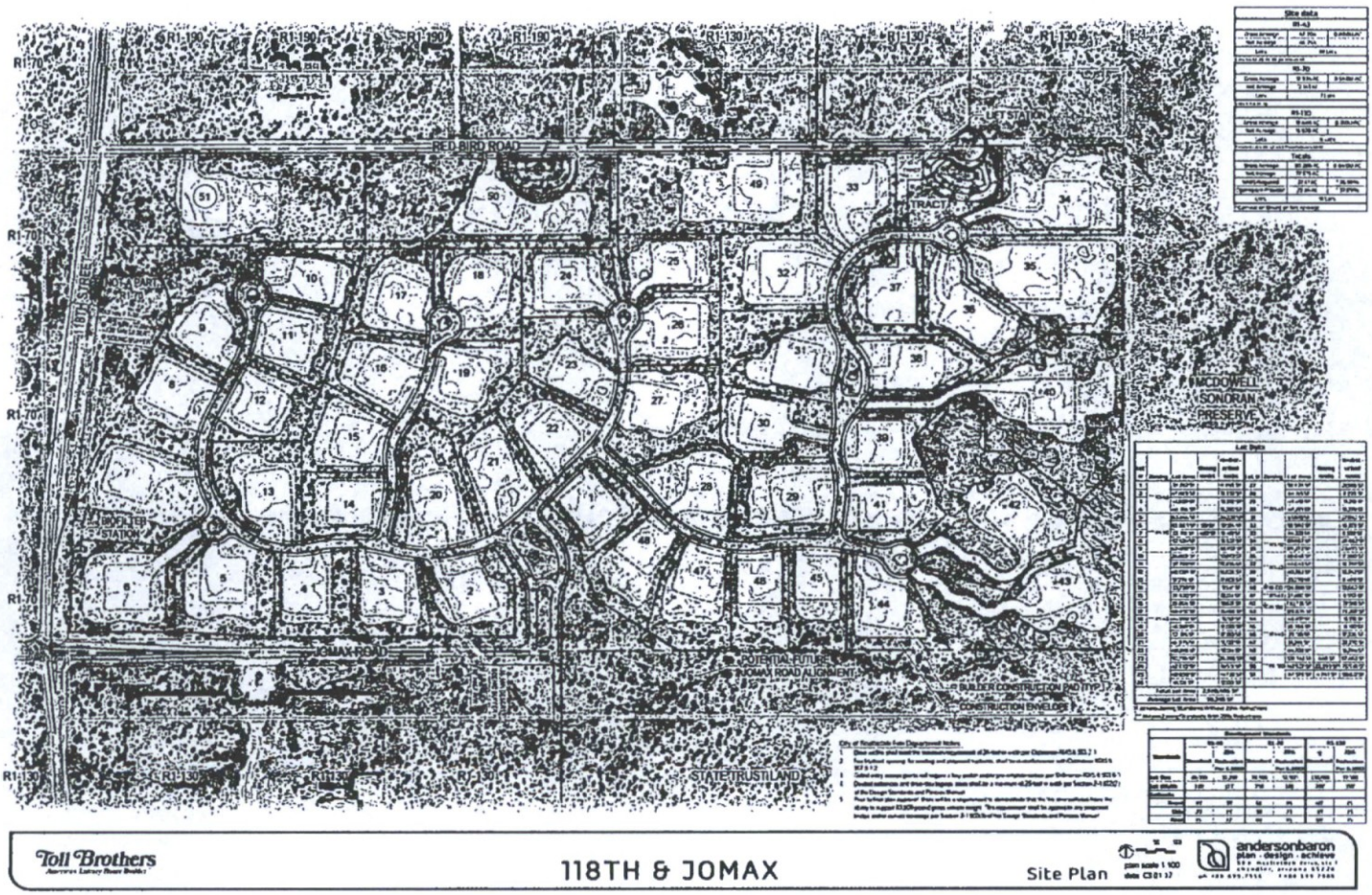


Figure 3 - Proposed LAIPS Amendment

Upon further evaluation of the Dynamite Foothills LAIP including analysis of existing and future circulation in the area, multiple meetings and discussions with the City of Scottsdale and the Arizona State Land Department, and obtaining feedback from the neighbors and residences in the surrounding area, it was determined that these roadway and trail connections are not necessary or desirable.

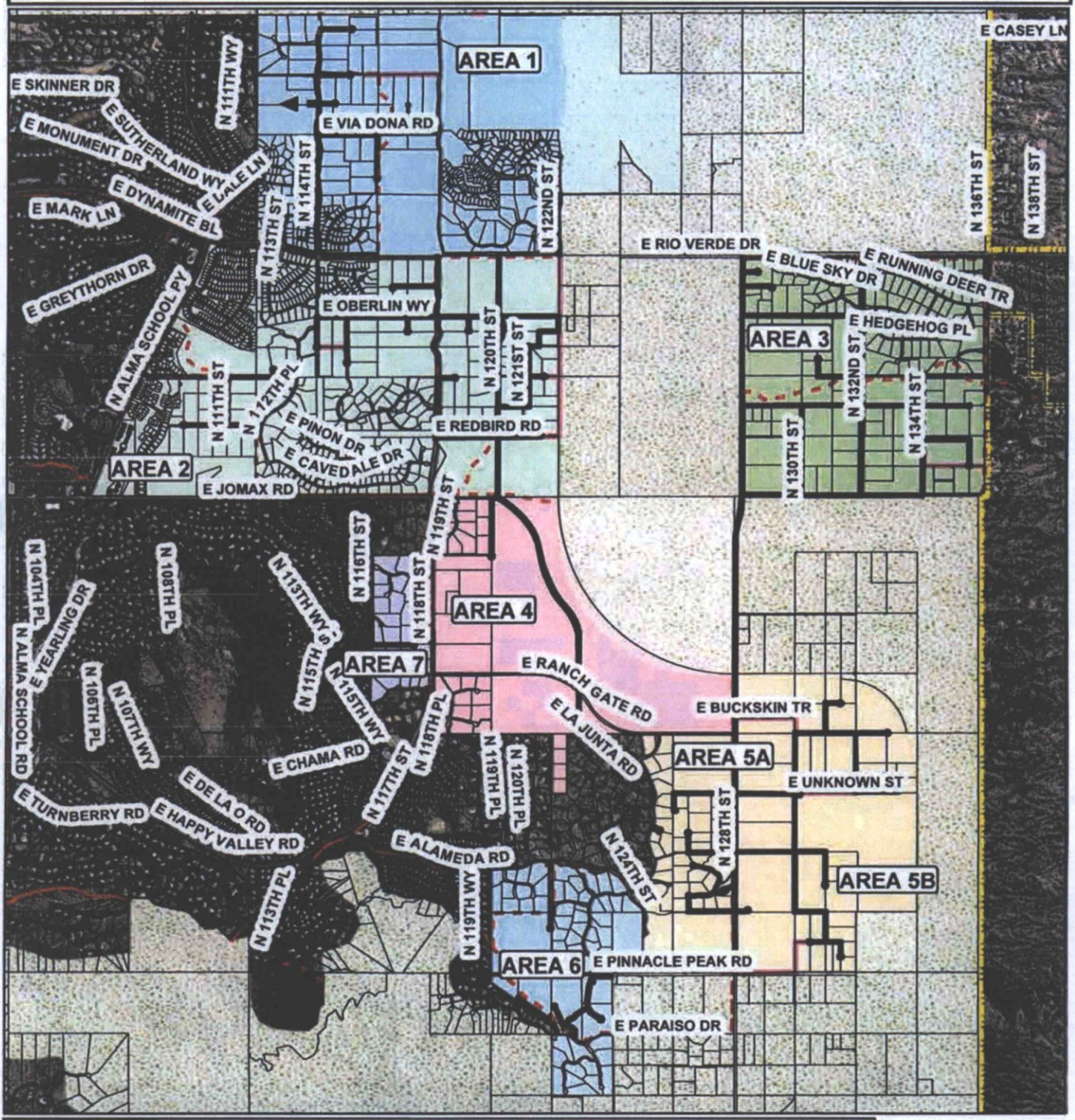
Therefore, the proposed request for amendment to the Dynamite Foothills Local Area Infrastructure Plan includes the removal of 120th Street between Redbird Road and Jomax Road, as well as the removal of the planned trail beginning at Jomax Road and 118th Street, continuing northeast to approximately Redbird Road and 120th Street, and then continuing to the east along Red Bird Road to approximately the 122nd Street alignment. See **Attachment C.**

Attachment A
Proposed Site Plan


RED BIRD ROAD
JOMAX ROAD
118TH
R1-190
R1-130
R1-70
LIFT STATION
TRACT
P.M.MCDOWELL SONORAN PRESERVE
POTENTIAL FUTURE JOMAX ROAD ALIGNMENT
BUILDER CONSTRUCTION ENVELOPE
STATE TRUST LAND
Site data
Lot Data
Development Standards
City of Scottsdale Fire Department Notes
Toll Brothers
118TH & JOMAX
Site Plan
plan scale 1:100
date 03.01.17
andersonbaron
plan · design · achieve

Attachment B
Dynamite Foothills Area
Local Area Infrastructure Plan

Dynamite Foothills Area
Local Area Infrastructure Plan



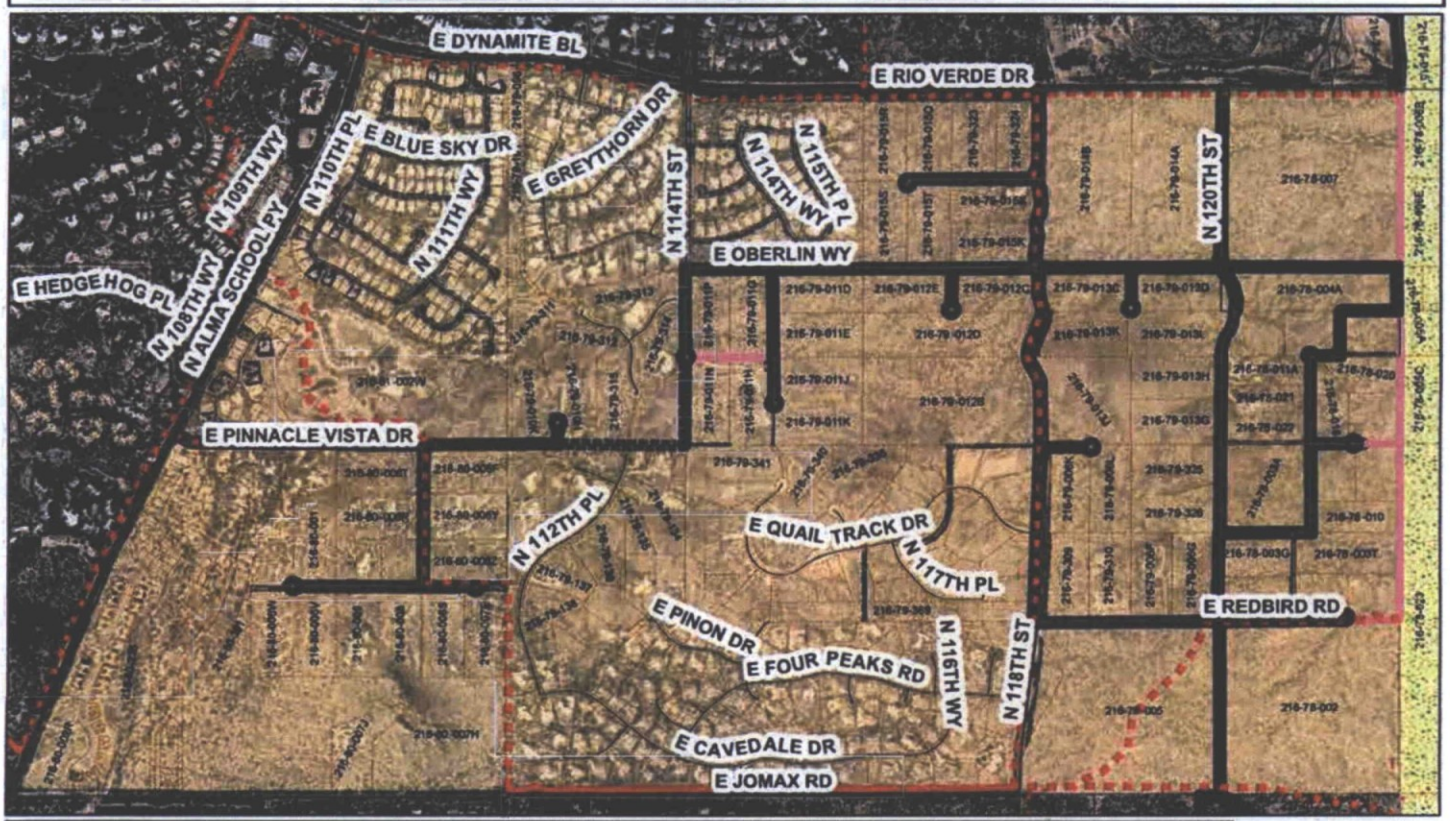
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CITY OF SCOTTSDALE

Last updated 7/1/2016

Document Path: V:\Transportation\TransportationWorkgroups\TransportationGIS\LAIPS\Printable Maps 2016 Update\Dynamite Foothills\LAIPS_OVERVIEW_DYNAMITE_FOOTHILLS_7-1-2016_r.mxd

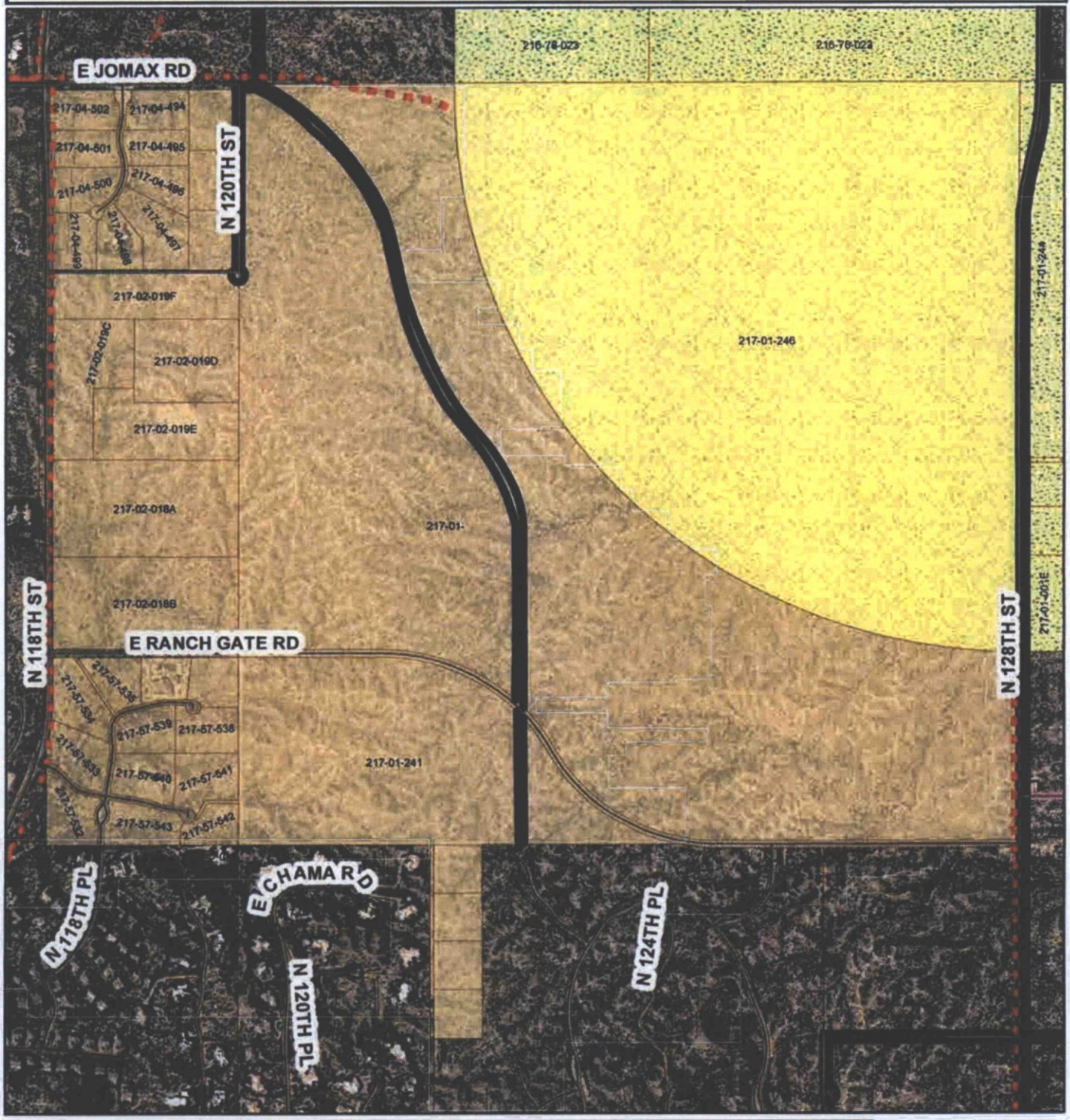
Dynamite Foothills Area 2
Local Area Infrastructure Plan



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Dynamite Foothills Area 4

Local Area Infrastructure Plan



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CITY OF SCOTTSDALE

Last updated 7/1/2016

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Attachment C
Proposed Amendment

Dynamite Foothills Area 2
Local Area Infrastructure Plan



CITY OF SCOTTSDALE

Last updated 7/1/2016

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TECHNICAL SOLUTIONS

October 6, 2016

Dear Neighbor:

We are pleased to tell you about an upcoming request to be filed, on behalf of Toll Brothers, with the City of Scottsdale (504-PA-2016) to build a luxury, single-family residential community located on approximately 80+/- acres located at the northeast corner of 118th Street and Jomax Road. The request is for a Zoning District Map Amendment to rezone from Residential (R1-190 ESL & R1-130 ESL) to Residential (R1-70 ESL & R1-43 ESL) while maintaining the R1-190 ESL and R1-130 ESL zoning along most of the northern edge of the property. This application also includes an abandonment request of certain portions of the right-of-way that are internal and adjacent to the property. This plan is consistent with the Rural Neighborhoods General Plan land use designation.

You are invited to attend an open house to discuss this proposal. The open house will be held on Monday, October 17, 2016 from 5 p.m. to 6 p.m. at the Talon Ranch model home located at 11756 E. Quail Track Drive in Scottsdale.

If you have any questions, please contact the neighborhood outreach team at 602-957-3434 or info@technicalsolutionsaz.com. The City of Scottsdale Project Coordinator for the project is Keith Niederer, who can be reached at 480-312-2953 or KNiederer@scottsdaleaz.gov.

Thank you.

Sincerely,

Paul Smith
President

4350 East Camelback Road, Suite G-200 • Phoenix, AZ 85018 • (602) 957-3434 • FAX: (602) 955-4505 • Email: info@technicalsolutionsaz.com

Surrounding property owners, HOAs and other interested parties were noticed via first class mail regarding the project. The distribution of this notification met the City's requirements as specified in the Citizen Review Checklist. This notification contained information about the project, as well as contact information. This contact person will continue to provide, as needed, additional information and the opportunity to give feedback. The notification also contained information regarding a neighborhood Open House that was held on October 17, 2016 at the Talon Ranch model home for those who wished to learn more about the project. The location and time were posted on the Early Notification Sign.

18 interested people attended the Open House. Attendees were generally supportive of the project, with neighbors only having general questions about the project and City process. All questions were addressed at the Open House. However, as previously stated, the outreach team will continue to be available to respond to any neighbors who have questions or comments.

A vital part of the outreach process is to allow people to express their concerns and understand issues and attempt to address them in a professional and timely matter. Again, the entire team realizes the importance of the neighborhood involvement process and is committed to communication and outreach for the project.

ATTACHMENTS:

Notification Letter
Notification List
Affidavit of Posting
Sign-in sheets

TECHNICAL SOLUTIONS

October 6, 2016

Dear Neighbor:

We are pleased to tell you about an upcoming request to be filed, on behalf of Toll Brothers, with the City of Scottsdale (504-PA-2016) to build a luxury, single-family residential community located on approximately 80+/- acres located at the northeast corner of 118th Street and Jomax Road. The request is for a Zoning District Map Amendment to rezone from Residential (R1-190 ESL & R1-130 ESL) to Residential (R1-70 ESL & R1-43 ESL) while maintaining the R1-190 ESL and R1-130 ESL zoning along most of the northern edge of the property. This application also includes an abandonment request of certain portions of the right-of-way that are internal and adjacent to the property. This plan is consistent with the Rural Neighborhoods General Plan land use designation.

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If you have any questions, please contact the neighborhood outreach team at 602-957-3434 or info@technicalsolutionsaz.com. The City of Scottsdale Project Coordinator for the project is Keith Niederer, who can be reached at 480-312-2953 or KNiederer@scottsdaleaz.gov.

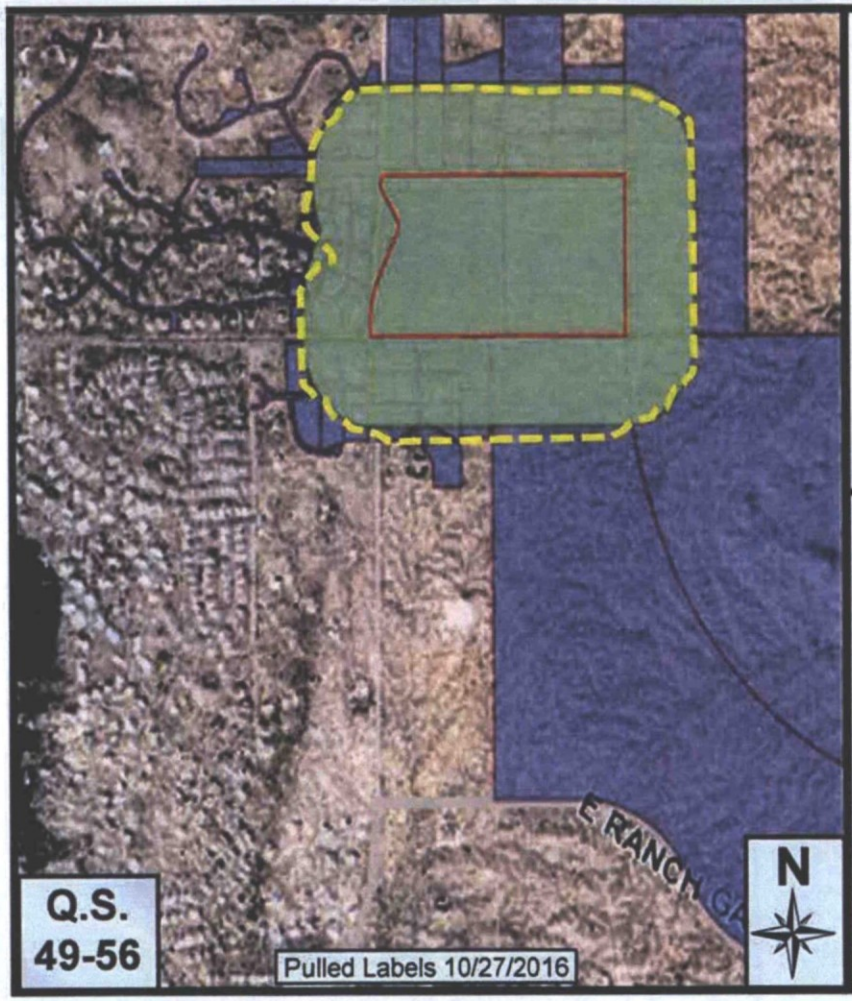
Thank you.

Sincerely,

Paul Smith
President

4350 East Camelback Road, Suite G-200 • Phoenix, AZ 85018 • (602) 957-3434 • FAX: (602) 955-4505 • Email: info@technicalsolutionsaz.com

City Notifications – Mailing List Selection Map



Map Legend:

- Site Boundary
- Properties within 750-feet
- Postcards 73

Additional Notifications:

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

118th & Jomax

25-ZN-2016 & 2-AB-2016

ATTACHMENT 13

Niederer, Keith

From: Cheryl Zarrabi <cherylzarrabi@gmail.com>
Sent: Monday, September 12, 2016 7:51 AM
To: Niederer, Keith
Subject: Re: Northeast Corner of 118th Street and Jomax

Good morning Keith

Thank You for getting back to me regarding North Scottsdale project 118th and Jomax, please keep me posted on any news that may arise. Cheryl

Sent from my iPhone

On Sep 8, 2016, at 2:59 PM, Niederer, Keith <KNiederer@Scottsdaleaz.gov> wrote:

> Hi Cheryl,
>
> To date, there has not been any rezoning application filed with the City of Scottsdale for the property at the northeast corner of 118th Street and Jomax Road. So, there are no Planning Commission or City Council hearings scheduled yet regarding this pending application.
>
> It is my understanding that the applicant is still working on preliminary site planning for the land.
>
> Once the applicant gets closer to submitting an application to the City, the applicant will mail project notification letters out to property owners within 750' of the subject property, as well as host a neighborhood meeting. Also, a white Project Under Consideration Sign will be posted in a couple places on the subject property notifying the public about the request and the neighborhood meeting date, time and location.
>
> Please let me know if you have any questions.
>
> Keith Niederer
> Senior Planner
> City of Scottsdale, AZ
> 480-312-2953
> Get informed!
> Subscribe to Scottsdale P & Z Link newsletter
> <image001.png>
> <image002.png>

Niederer, Keith

From: Stephanie Brown <sbrown2361@yahoo.com>
Sent: Wednesday, October 26, 2016 2:47 PM
To: Niederer, Keith
Subject: Pre-Application 504-PA-2016

Thanks again for returning my call, Mr. Niederer. As I said on the phone, I am opposed to increasing the housing density in this parcel based on the ever-increasing number of dwellings in this area and the resulting increase in local traffic. I am also concerned about compromising the rural character of this area and the continued elimination of wildlife habitat and wildlife movement corridors. I do expect to have continued access to the Preserve trailhead north of Jomax Road and look forward to seeing the plans for creating a new footpath for this purpose. Thank you.

Stephanie Brown
26393 N 115th Way
602-370-1525

Niederer, Keith

From: Cindy Jo Johnston <cjojohnston@gmail.com>
Sent: Sunday, October 30, 2016 9:14 PM
To: Niederer, Keith
Subject: Pre-Application 504-PA-2016

Dear Mr. Niederer,
My husband and I attended the Neighborhood Open House Meeting on October 17 at the Talon Ranch model home. We are highly concerned about the development that is to be built. Like my neighbor, Stephanie Brown, we are highly opposed to increasing the housing density in this area. This project is one of several slated to be built in this area over the next few years. We do not feel that it should be zoned any differently than what already exists to the north of the proposed development. In addition, we were informed at the open house that 118th street would be paved! That means that traffic from Dynamite/Rio Verde would use 118th to cut through this neighborhood and add to the increase in traffic - not to mention all the construction traffic over YEARS of building. Another concern we have is with the large amount of foot and bike traffic that use these streets and desert trails to exercise and enjoy the most valuable amenity this area provides for us-AND the main reason we live here. I'm going to assume that those people responsible for requesting a zoning change don't live in this area. For them it is about their financial gain. For the residents who live here, we appreciate the peace and solitude from living away from of the hustle and bustle of the city...so you can understand that a proposal to build 52 homes is very difficult for us to accept gracefully.
On our sunset walk tonight through the desert, the stakes were already driven in the ground, yellow rope strung across the trails we have walked for years, and a sign advertising an excavation company. This is happening awfully fast with the meeting less than two weeks ago.
In closing, there is no doubt in my mind that the people responsible for building these homes have very little appreciation and even less respect for the natural beauty of the desert in this area. The street and building sites are riddled with trash. The street is only used by the builders and construction workers. We now take bags to pick up their empty big gulps, empty coffee cups, food wrappers, empty water bottles and construction garbage that falls or blows off the trucks. I dread what the future holds for those of us who love and take pride in the area in which we live.
My name is Cindy Johnston and my phone number is 602-909-5482 if you would need to reach me. I do appreciate you taking the time to read my email and respond. Thank you.

Sent from my iPad

Niederer, Keith

From: bill.dehn@gmail.com
Sent: Saturday, November 05, 2016 5:01 AM
To: Niederer, Keith
Subject: Development of 118th St between Talon Ranch and Dynamite



I am concerned about the increased traffic on Jomax Rd both during construction of the proposed new development at Jomax and 118th St and once the homes there are built. It has already been an issue with the Talon Ranch development and it will get worse as Talon Ranch continues to be developed and this new Toll Brothers development evolves. The solution to my concerns about traffic both during construction of the development and thereafter would be to extend 118th St through to Dynamite. -- sent by Bill Dehn (case# 25-ZN-2016)

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Niederer, Keith

From: Jim Wichterman <jim-bwllc@cox.net>
Sent: Wednesday, December 07, 2016 11:53 AM
To: Niederer, Keith
Subject: RE: Toll Brothers - NEC 118th Street and Jomax

Keith, thanks for your email. I would like to express my opinion that the 118th Street extension to Dynamite is very important to us in the Desert Summit community.

We request that extending 118th be completed before work begins on the new development. If it is not, then Jomax Road will bear all the construction traffic which will impact our community greatly since a sizeable percent of our homes are adjacent to Jomax.

Thanks for your help.

James and Deborah Wichterman
11565 E. Cavedale Drive
Scottsdale, AZ 85262
480-656-0499

From: Niederer, Keith [mailto:KNiederer@Scottsdaleaz.gov]
Sent: Monday, December 05, 2016 11:28 AM
To: 'jim-bwllc@cox.net'
Subject: Toll Brothers - NEC 118th Street and Jomax

Hi Jim,

Per our phone conversation, the below link will take you to the applicant's submittal for case 25-ZN-2016, the Toll Brother zoning map amendment application at the NEC of 118th Street and Jomax.
https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/46815

Also, if you send me an e-mail with your comments, I can forward that to the applicant.

Keith Niederer
Senior Planner
City of Scottsdale, AZ
480-312-2953
Get informed!
Subscribe to Scottsdale P & Z Link newsletter
follow us on Facebook
twitter

Niederer, Keith

From:	David J Eigel <deigel@neo.rr.com>
Sent:	Sunday, February 26, 2017 3:01 PM
To:	Niederer, Keith
Cc:	jb@berryriddell.com
Subject:	25-ZN-2016
Attachments:	Proposed preservation of traffic patterns.pdf

Hi Keith,

We spoke a few weeks ago and I have prepared the attached map, which helps to explain my opinion about the proposal that Toll made in the above referenced filing. I feel strongly that the current raffic patterns in this area should be preserved and that the extension of N. 118th St to E. Rio Verde to the north would provide a short cut for all of the traffic between Rio Verde and Scottsdale and therefore should not be approved. This is a very heavily travelled route and is only increasing in volume. By providing a short cut in this area, it would severely effect the biking and hiking around this popular loop as shown on the attached map. I feel it would be a much better plan to invest this money in upgrading/expanding the bike lane and installing more sidewalks in this area and to preserve the traffic flow down Dynamite Rd to Pima. With the park property to the east, this area of N. Scottsdale would be very adversely affected with the extension of N 118th St.

Could you please provide an estimate of the time frame in this decision making process and also a recommendation on others that might be involved in making this decision, so that I might reach out to them? My current thoughts are to reach out to all of the other property owners in this area and to seek their support. From Tolls perspective, I think this benefits their sale of new homes in this proposed development with the close proximity of the park lands and better access to excellent walking and biking paths in the area.

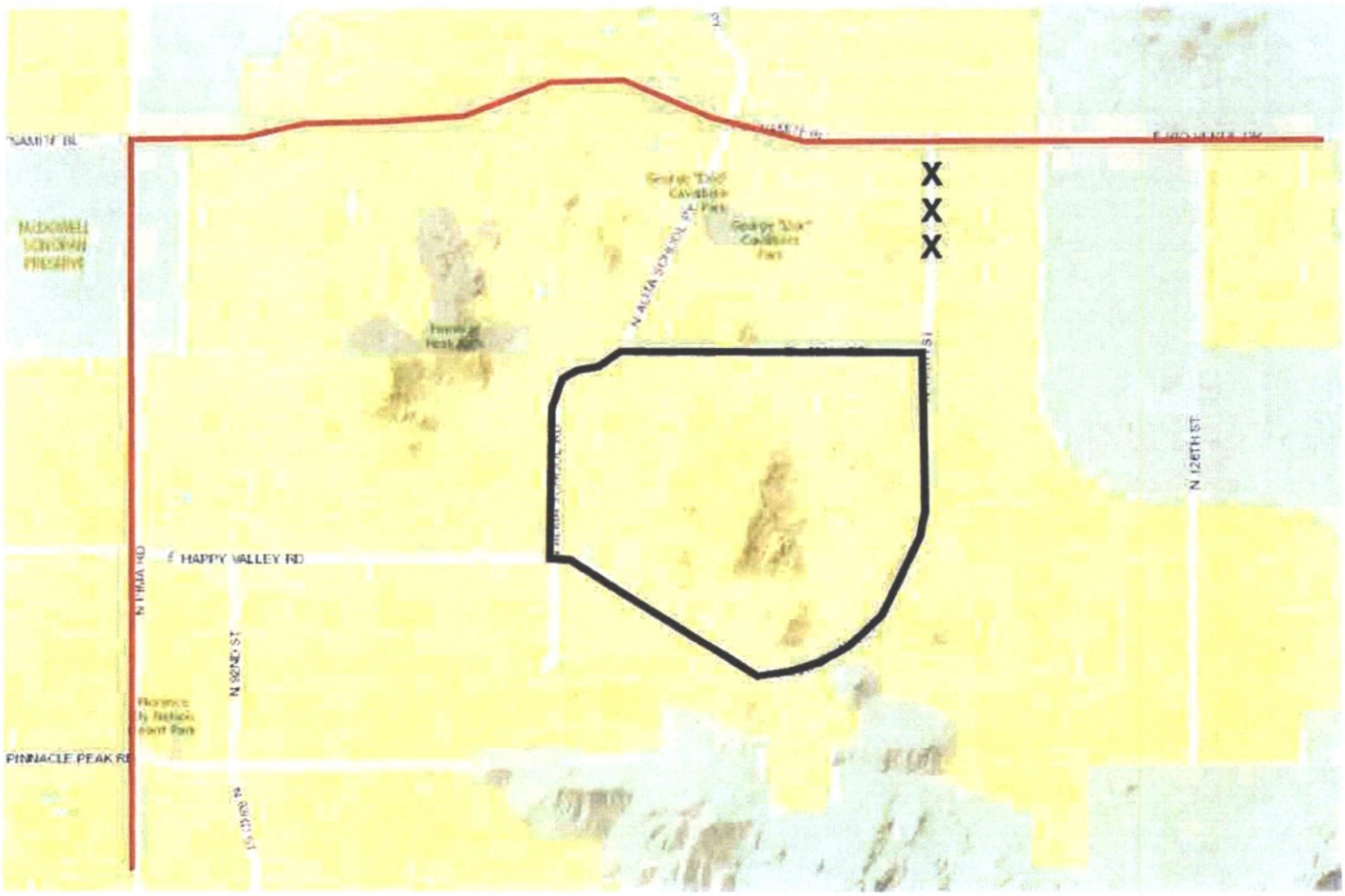
Please confirm that you received this and thanks for your assistance in getting this message to the right decision makers.

David J. Eigel
330-936-7560 mobile
deigel@neo.rr.com

Proposed Expanded Bike Route and Sidewalks

Current Traffic Pattern - Rio Verde to Scottsdale

X - Proposed Elimination of future N. 118th St road connection



Niederer, Keith

From: David J Eigel <deigel@neo.rr.com>
Sent: Sunday, March 12, 2017 9:58 AM
To: Kercher, Phillip; Klapp, Suzanne; Basha, Paul
Cc: jb@berryriddell.com; Niederer, Keith
Subject: RE: 25-ZN-2016

Thanks Phillip,

I appreciate your effort to reply. It does seem we disagree on this idea and I would like to pursue the concept with City Council. My main argument is that a lot has changed in this area since 1991. I feel strongly that the homeowners in this area like it the way it is, even though it may require a little more travel occassionally, and chose to live here because of this characteristic. This area is very quiet, secluded and surrounded by park lands and has very limited growth potential. Bottom line is the N 118th St extension would be very rarely used by the Troon Mt area homeowners and only provide a short cut for commuters passing through the area. This traffic is already using the alternate routes, so it would not create an additonal burden to them.

If I may, I'd like to ask a few questions and get your assistance in pursuing this further.

1. Do you know the current daily traffic count (by hour, if available) on Dynamite at the intersection of N 118th St?
2. Do you have a projection of daily traffic count that would use the N 118th St extension, if constructed?
3. Has anyone ever surveyed the homeowners in this area to get their opinion on this? If not, would you be willing to do so?
4. What is the process and the timing to present this to City Council for their consideration?
5. What is Toll's estimated cost to construct the N 118th St extension?

David J. Eigel
330-936-7560 mobile
deigel@neo.rr.com

From: Kercher, Phillip [mailto:pker@scottsdaleaz.gov]
Sent: Friday, March 10, 2017 8:17 PM
To: 'David J Eigel' <deigel@neo.rr.com>
Subject: RE: 25-ZN-2016

Mr. Eigel:

It may be an inconvenience to ingress/egress from this area if you must travel south to go back north and west to go back east. You are also overlooking the fact that the residents along Jomax and Alma School would prefer not to have additional traffic volumes along their streets. And, not connecting 118th Street would definitely impair emergency services to the area.

Regarding the undeveloped properties, we have a street plan that shows 118th Street connecting to Rio Verde, and as I mentioned that has been in place since 1991. Property owners rely on these plans when purchasing and developing

properties. The property owners along Oberlin Way and other local streets in the area are not expecting traffic from 118th Street to be diverted onto their streets. Toll Brothers relied on our street plan to provide access when developing your subdivision, and they relied on the properties to the south to dedicate right-of-way and construct portions of 118th Street so that they could have a collector road that brings their homebuyers to their lots without winding through a series of local streets.

You could certainly request that if the Toll Brothers rezoning request is approved that they not construct the 118th Street extension with the site development. However, 118th Street is shown on our Street Classification Map, which was approved by our City Council as part of our 2016 Transportation Master Plan update. It would take a separate City Council action to amend the Transportation Master Plan and remove the 118th Street connection to Rio Verde.

As far as the Transportation Department is concerned, we have made a commitment to the area residents through public meetings to support the extension of 118th Street to Rio Verde, and we have made a commitment to Toll Brothers to support their proposal to construct 118th Street. It would be difficult for us to change our position on this topic without the City Council removing 118th Street from our Street Classification map and directing us not to connect it to Rio Verde. This is certainly not impossible; however, I believe that shifting the future 118th Street traffic onto other streets in the area is not likely to be supported. But, I am not always right.

Phillip H. Kercher, P.E., PTOE
Traffic Engineering Manager
City of Scottsdale
480-312-7645

From: David J Eigel [mailto:deigel@neo.rr.com]
Sent: Wednesday, March 08, 2017 7:24 PM
To: Kercher, Phillip; Basha, Paul; Klapp, Suzanne
Subject: RE: 25-ZN-2016

Hi Phillip,

Thank you for taking the time to reply and providing your opinion on this issue. I will say that I respectfully continue to disagree with this idea for the following reasons:

1. It is not necessary. It is not an inconvenience to use Jomax Rd and Alma School to ingress/egress from this area.
2. The greatly increased traffic flow from those commuters travelling between Rio Verde and Scottsdale will negatively affect this area.
3. The possible future use of 128th St isn't really relevant and should probably not be connected either.
4. The Park property to the East, North and South will really limit the need for this 118th St extension.
5. There is a need now to improve the bike lanes and sidewalks around Troon Mountain. These are only partial and are heavily used.
6. This decision would not impair emergency services in the area.
7. Undeveloped properties to the north of Talon Ranch can be easily accessed from Oberlin Way and other roads in that area.

I have also gone back and studied some of the plans for this area and agree with many of the statements made in these studies:

Page 10 of the 2008 Master Plan

Northern Area of Scottsdale

"Rural desert character is predominant in this area. Retaining this character is both a desert preservation and lifestyle goal of northern Scottsdale residents. Individuals move into this area to experience the openness of the natural desert setting and the rustic feel of the developed form. Residents currently living in these remote areas are generally willing to travel longer distances for services."

Page 11 of the 2008 Master Plan

Value Scottsdale's Unique Lifestyle and Character – Scottsdale offers a superior and desirable Sonoran Desert lifestyle for its citizens and visitors. The preservation of this unique lifestyle and character will be achieved through a respect for our natural and man-made environment, while providing for the needs of our citizens.

Scenic Roadways Scenic Corridors, Buffered Roadways, and Desert Scenic Roadways are thoroughfares designated by the City's General Plan to incorporate scenic desert setbacks that provide a sense of openness for the community. Scenic roadways also serve to link with vista corridors along major washes and other significant open spaces. The setbacks serve to buffer adjacent land uses from the adverse affects of traffic on the roadway.

Through the guidelines contained in the Community Involvement Element, Scottsdale demonstrates its commitment to encouraging early and meaningful citizen input in important planning processes.

City of Scottsdale General Plan 2035

"Enhanced focus on community character, such as .....buffers, scenic views, noise and contextual compatibility."

My thought now is to conduct a mailing to others living in the area to gain their opinions as well. I would then conduct an online poll to gauge the results. I will share these with you as this develops. I would however like to know an estimated time frame for this decision. How soon might a decision be made in this matter?

I welcome the opportunity to meet in person and will reach out during my next time in Scottsdale. I currently maintain homes in both Scottsdale and in Ohio and am not always sure in advance when I will be at each location.

Thanks again for your willingness to discuss further.

David J. Eigel
330-936-7560 mobile
deigel@neo.rr.com

Niederer, Keith

From: Frank Grossman <fr144man@cox.net>
Sent: Thursday, March 30, 2017 8:45 AM
To: Niederer, Keith
Subject: RE: New Toll Bros Project at N. 118th and Jomax

Thank you very much Keith, great information.

One last question.....I assume the 118th St. extension remains two lanes but with or without bike lane?

I had one neighbor argue that "they" could make it four lanes, "they have the right of way to do so". My response was that sounds farfetched since Happy Valley still hasn't been widened between Pima and Alma School, but I'll check on it.

Can't express enough how cool this is to have access to such information and have someone from the city respond (and give thorough explanations) to my inquiry.
You made my day...many thanks!

Frank

From: Niederer, Keith [mailto:KNiederer@Scottsdaleaz.gov]
Sent: Wednesday, March 29, 2017 5:35 PM
To: 'fr144man@cox.net' <fr144man@cox.net>
Cc: Weiss, Kit <KWeiss@Scottsdaleaz.gov>
Subject: New Toll Bros Project at N. 118th and Jomax

Frank, This e-mail is regarding case 25-ZN-2016 and 2-AB-2017, the proposed Toll Brother's single-family home development at the northeast corner of 118th Street and Jomax.

This proposal will require a rezoning, as well as a right-of-way abandonment to eliminate the 120th Street right-of-way between Redbird and Jomax.

Below are links to the subject applications. If you click on Applicant's submittal, you can view the request.

25-ZN-2016
https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/46815

2-AB-2017
https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/47147

I'm also attaching the most recent site plan.

Toll Brother has offered to pay to construct the remainder of 118th Street north to Rio Verde Drive as part of their proposal. 118th Street has been planned to connect to Rio Verde drive for many years, it just has not yet been constructed.

The Planning Commission and City Council public hearing dates have not yet been scheduled.

Please let me know what additional questions you may have.

Keith Niederer
Sr. Planner – City of Scottsdale, AZ

From: Question
Sent: Wednesday, March 29, 2017 10:27 AM
To: Question
Subject: New Toll Bros Project at N. 118th and Jomax

New Toll Bros Project at N. 118th and Jomax

Survey Information

Site:	ScottsdaleAZ.gov
Page Title:	General Question or Complaint
URL:	http://www.scottsdaleaz.gov/contact/complaint-form
Submission Time/Date:	3/29/2017 10:26:30 AM

Survey Response

Subject	New Toll Bros Project at N. 118th and Jomax
Comments	Scottsdale, Is there information I can see regarding a new project applied for by Toll Bros on an 80 acre parcel near 118th & Jomax? I'm thinking it's an extension of their Talon Ranch project. I tried looking through the city website but failed to come up with anything. Specifically, I wanted to know about what the city's plans were for extending/paving 118th St to connect with Dynamite. A petition was started on Change.org opposing the extension but I would like to read or hear the specifics to reach my own conclusions. I am a resident in the area affected and have engaged other neighbors in discussion about the pros and cons. Your help is much appreciated, thank you, Frank Grossman
If you wish to have someone reply to you directly, please provide your contact information below (optional).	
First Name	Frank
Last Name	Grossman

May 3, 2017

RE: Support for Case 25-ZN-2016

Dear Planning Commission,

This is a letter of support for the Case # 25-ZN-2016. I am a long time owner of property in the nearby area. Thank you.

Michael G. Harty
PO Box 14075
Scottsdale, AZ 85267

The City Code Chapter 17, Motor Vehicles and Traffic, Section 17-60 currently provides that no person shall operate any commercial vehicle exceeding ten thousand (10,000) pounds at any time upon any streets or part of a street that is not designated a truck route, except to pick-up or deliver materials or merchandise.

This is not being enforced.

Per the Desert Foothills Character Plan:

Local Residential and Collector Streets:

Preserve the Rural Desert character of local streets by minimizing the streets widths, following the natural topography and minimize bridging of washes.

Preserve the Rural Desert character while fulfilling the Environmental Protection Agency's (EPA) PM10 mandate, by exploring and using alternatives to asphalt that meet EPA requirements.

Maintain the "dark skies" in the rural desert neighborhoods by discouraging street lights on local and collector streets. Street lights may be placed at signalized interections to meet national safety standards.

Maintain quiet, slower vehicular speeds by discouraging long through routes, minimizing the widths of streets and minimizing connection to major multi-lane roads.

Extending the dirt road into a paved road will provide a short cut from Pima to Rio Verde. Happy Valley is very curvilinear and on a downhill grade. There are many residential streets which intersect into Happy Valley.

Large trucks, horse trailers and motorcycles and construction trucks generally speed. At 115th Street and Happy Valley there is poor sight distance to pull out onto Happy Valley.

This extension of 118th Street from Dynamite to Jomax would have serious ramifications to our neighborhoods. Leaving this area friendly to hikers,

Denise Ramsey

5/10/2017

bikers and horse back riders and nature lovers should be an important goal in the General plan for Scottsdale 2035.

Pima and Dynamite have already become too dangerous to enjoy Scottsdale beauty. If the 118th is paved and extended, the volume of traffic will increase exponentially. This would make it very unsafe to ride or hike on Happy Valley north of Alma School.

There is also less crime in Scottsdale because 118th does not go through to Dynamite at the present time.

Dynamite is already set up to handle the traffic. Alma School provides access to Jomax for the new construction to Ranch Gate.

The money can be better spent improving Happy Valley to Alma School and/or improving bikes/walking trails to the Troon, Pinnacle Peak and Tom Thumb areas.

John Parente
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

I walk weekly on Happy Valley Road to 118th Street up to Jomax. The traffic here has gotten increasingly worse over the last several years and it rare that the vehicles observe the posted speed limit. Also, there is quite a bit of litter thrown from these vehicles as they travel on 118th Street. I fear that this pass thru will only make this situation worse. I agree that sidewalks should be added to improve pedestrian safety.

1 Report

Reply

Michael Goode
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

We don't need the additional traffic.

1 Report

Share this petition

Roxanne Pastore
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

The road is not needed for general use and will become an unnecessary shortcut. It will create fast and increased traffic.

1 Report

Reply

Linda Gorin
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

The appeal of N.Scottsdale is the walkability, biking and absence of traffic noise from drive through traffic(non-resident) especially motorcycles. I believe the proposed extension will reduce quality of life for those who chose not to live in the density of close-in suburbs.

0 Report

Reply

Share this petition

Bonnie Sposato
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

This is not needed and will result in a dangerous increase in traffic - use funds for better bike lanes and paths to increase enjoyment of the beauty of the desert.

1 Report

Reply

Lawrence Cherry
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

We definitely do NOT need any more traffic!! And we Do need bike lanes and sidewalks!!

1 Report

Reply

Share this petition

Lionel Bittner
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

I am signing since I believe City Council is destroying the beautiful countryside we moved to North Scottsdale for. All City Council seems to care about is pleasing developers over the people who bought into a neighborhood due to its pristine environment. Wake up City Council, there is a reason we voted down your bond measure to widen Happy Valley Road.

1 Report

Reply

Lee Magruder
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

Jim Lane was reelected on the platform of "If you like Scottsdale reelect Jim Lane" and all he's done is approve more houses for North Scottsdale and completely fuck up the living conditions we moved out here for.

1 Report

Share this petition

Marilyn Hoppe
Scottsdale, AZ

Mar 31, 2017

Scottsdale City Code Chapter 17, Motor Vehicles and Traffic, Section 17-60 currently provides that no person shall operate any commercial vehicle exceeding ten thousand (10,000) pounds at any time upon any streets or part of a street that is not designated a
truck route, except to pick-up or deliver materials or merchandise. Other stops, for maintenance or gas, are not considered. City vehicles are included as commercial vehicles. City Code Section 17-1004 includes a very outdated list of streets designated as truck routes within Scottsdale.
This Is NOT Being Enforced, should the Troon Master, or our individual HOA's ask Scottsdale PD why this is Not being enforced, and add this to the many reasons 118th Street shd not be connected to Happy Valley Rd, which is ALREADY a Noise problem due to LARGE Commercial Equipment who Knows this isn't being enforced? Let's call Scottsdale PD, and ask: (480) 312-5000 IF anyone gets true info, post it here and let citycouncil@scottsdaleaz.gov know by email. Also Everyone should email the above and let City Council know we do NOT want this to happen, it's only Lobby $$ making it happen.

2

Report

Share this petition

Norman Willie
Scottsdale, AZ

Mar 27, 2017

REASON FOR SIGNING

The problem is that the remainder of N. 118th Street South to Happy Valley Road and then Happy Valley Rd. to Pima Rd. it not designed to accommodate safely the type of traffic that will be generated as a new short cut to Pima is opened up. First, happy valley Road is very curvilinear and on a downhill grade as it winds South to the Alma School Rd. intersection. There are many streets entering this portion of Happy Valley from adjacent subdivisions and the sight distance is not good in many spots. The Rio Verde area will bring large pickups and horse trailers that generally speed, along with construction traffic to and from the Rio Verde area. From Jomax South to Happy Valley rd., 118th St. would have to be improved to four lanes with a median to where it becomes happy Valley Rd. I have lived in Dorado at Troon Village for over 21 years and use on my way out of Troon I go down 115th St. to happy Valley Rd. At that intersection, there is very poor sight distance as I pull out into Happy Valley rd., and increased traffic over the past couple of years, has made this a more dangerous situation. Then what do you do South of Alma School Rd.? Now all of this increased traffic goes South over one lane only to Pima. This is already the wacky races and there are rear-end collisions quite often due to the many

Share this petition

Pima. This is already the wacky races and there are rear-end collisions quite often due to the many subdivision and single family driveways that exist. This portion of happy Valley Rd. would have to be improved with four lanes and a median with pull-outs and left turn lanes into the major access points. Even with four lanes, what happens at the Pima Rd. intersection where it is already overtaxed. You are trying to make a scenic local parkway into an arterial loaded street. There are proposed residential developments in this area for consideration that will impact even more what I have discussed. I am not a "NIMBY" and have never opposed a development in this vicinity ever. In fact, I have made my living in the engineering side of development all of my life. This extension of 118th St. from Dynamite to Jomax has serious ramifications to our neighborhood that is not tolerable. The City traffic engineers need to step up and figure out another solution. We have so much wild life up here as well as folks walking dogs and jogging. I protest this improvement.

5 Report

Reply

Load more

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Bonnie Eigel
Canton, OH

Mar 8, 2017

REASON FOR SIGNING

The extension of 118th St is a redundant service since N Alma School is just down the road. Connecting 118th to Rio Verde will create "short cut" traffic. Not continuing 118th St through to Rio Verde Dr. will keep the neighborhoods close to the Mc Dowell Mountain Regional Park a friendlier buffer area for the wildlife and people enjoying the outdoors. This will help to keep a buffer zone around the park. The buffer zone was considered an important part of protecting the park back in 1967 when the Master Development Plan was written. Reducing the environmental impact is also an important goal in The General Plan for Scottsdale 2035. The area for home development is limited due to the park 's close proximity. I would like to keep the area friendly to hikers, bikers, horse back riders and nature lovers.

1

Report

Reply

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Jim Martin
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

The appeal of N.Scottsdale is the walk ability, biking and absence of traffic noise from drive through traffic(non-resident) especially motorcycles. I believe the proposed extension will reduce quality of life for those who chose not to live in the density of close-in suburbs.

1 Report

Reply

John Walker
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

I regularly ride over N 118th St on my mountain bike and then pick up 114th to access Brown's Ranch. It is a very safe route because there is little to no traffic. I stopped riding my road bike given the volume of cars on both Happy Valley and Dynamite. If the road is paved and extended, the volume of traffic will increase exponentially, making it very unsafe to ride on the road. I oppose the extension.

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●●●●○ Verizon 8:20 PM
change.org



Lisa Whetstone
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

I am in complete agreement with NOT pushing 118th St through to Dynamite. This is an area rich in protected open lands and natural beauty. Many native animal species find a safe home and territory in their ever-shrinking habitat in this region. As a veterinarian and animal advocate/lover, I am extremely concerned about the impact of this proposal on their ability to survive...and, more importantly, THRIVE! Many people use this area to enjoy the untouched Sonoran desert by foot and on bike because of the limited traffic competition for this roadway. There is plenty of access to Dynamite via Alma School Road (a more commercial corridor) and the residential population of the Jomax @ 118th neighborhoods is negligible. It would provide nothing less than a thoroughfare for commuters to short-cut through this tranquil preserve area and disrupt the serenity and isolation of this special community. There are NO businesses that require increasing ingress/egress to this quiet neighborhood, so I fail to see any necessity or value to proceed with connecting 118th to Dynamite. I love the idea of using the funds appropriated for the 118th extension for improving the bike- and foot-friendly corridors..."intruders" who do not negatively impact the biology of this

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●●●●○ Verizon 8:20 PM
change.org

disrupt the serenity and isolation of this special community. There are NO businesses that require increasing ingress/egress to this quiet neighborhood, so I fail to see any necessity or value to proceed with connecting 118th to Dynamite. I love the idea of using the funds appropriated for the 118th extension for improving the bike- and foot-friendly corridors..."intruders" who do not negatively impact the biology of this desert environment. I invite you to come out and experience the beauty and serenity of this acreage, which I expect would enlighten you to the desperation of our cause. The impact is irreversible...it could NEVER be recaptured once the damage is done...it's not an "Oops" situation. I implore you to consider the repercussions of this unnecessary extension and hope that your commitment to preserving the animal habitat and untouched natural beauty of North Scottsdale will prevail. I thank you for your consideration and appreciation of the fragility of our earth...you are in the "drivers' seat" and, hopefully, you will be the only "driver" going through this untouched desert treasure!!

1 Report

Reply

Share this petition

●●●●○ Verizon 8:17 PM
change.org



Laura Haslett
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

The extension of 118th St to Dynamite is not a good idea because E. Happy Valley Rd (118th) is already a very busy street and getting busier with all of the new builds going in. The lower half of Happy Valley already is congested with it being only a 2 lane road. and the upper part of Happy Valley is a residential area with a lot of side streets and is already sometimes being used as a raceway by those accessing some of the hiking areas and the homes along the way.

Happy Valley Rd is used by many many bikers and walkers and adding more vehicles to it but extending 118th will not be safe.

Dynamite is already set up to handle the traffic and it isn't that far out of the way to access it by Pima. We do it many times and have never felt the need for the 118th extension to be extended.

The money can be better spend turning the lower half of Happy Valley into 4 lanes, or improving the bike and walking lanes the the Troon area.
Thank you so much!

♥ 2 1 reply Report

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Reply

Norbert Kleiner
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

The proposed extension would create a new and permanent transit way connecting Dynamite and Pima, or Alma School Rds., through many quiet residential communities along Happy Valley / 118th St. This is particularly unnecessary because Jomax is an existing paved road connecting to Alma School, a major 4-lane roadway, and would easily accommodate temporary in/out traffic needs for an anticipated development. A temporary construction transportation need thus can be accommodated without creating a new, permanent and disruptive roadway where it's not necessary.

2

Report

Reply

Reply

Denise Reinsch
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

I am signing because I am a home owner and this would lower the value of our home and create extensive unnecessary traffic. My grandchild rides her bike and this would create a danger for her. We walk and this creates a lot of traffic which is dangerous. This is a residential area and not necessary since Pima and Dynamite is the best way to get there. There has been several fatalities on Pima and Dynamite. Why would the wonderful City of Scottsdale even consider such a dangerous, unnecessary extension.
Dee Reinsch

1

Reply

Share this petition

Melissa Salandro
Scottsdale, AZ

13 hrs ago

REASON FOR SIGNING

Scottsdale is getting so overdeveloped!

0 Report

Write a reply... Reply

Jeff New
Scottsdale, AZ

2 wks ago

REASON FOR SIGNING

Thank you for bringing this to everyone's attention. I support your efforts. There is no need for that particular road expansion.

0 Report

Write a reply... Reply

Share this petition

Linda Palaferro
Scottsdale, AZ

2 wks ago

REASON FOR SIGNING

It is not necessary, why must Rio Verde Rd affect us.

0 Report

Write a reply... Reply

Norman Scott
Scottsdale, AZ

3 wks ago

REASON FOR SIGNING

I'm signing because I live in Troon Mountain area and don't want traffic cutting through our residential area and the money can be better spent preserving the area for residents. moved out here

0 Report

Write a reply... Reply

Share this petition

Lynda Rando
Scottsdale, AZ

3 wks ago

I would encourage all residents in the area affected by this bad development plan to support this petition and have a voice. For too long, developers had made promises to residents they don't keep and continue to make separate deals with the City of Scottsdale ...only to their own benefit. We the people, taxpayers and residents are not even considered. This petition is vital to all of us as we all love the area we chose to make our home. By banding together we can make a strong argument for our case opposing more development, especially this one for all the reasons cited. Even if the developer throws in a few changes, trust me when I say that the final changes proposed by the developer will in no way benefit the residents and taxpayers . It will only benefit the developer and the city because they conduct back door negotiations get what they want. . So it falls on us to make the case with facts and demand real changes that would benefit the community because if we don't have a strategy they win and we lose and the development gets built. We need 181 additional people to sign the petition. Please talk to your neighbors and part time owners who may not be aware of this plan. I'm sure they too would want the best for their community and support the petition. We can be "500" strong moving into this. I hope we can do it.

Share this petition

Reply

Julie Macpherson
Scottsdale, AZ

4 wks ago

REASON FOR SIGNING

The traffic along Dynamite is already horrendous. We live one block up and are woken up early every morning with traffic noise, especially from the construction workers and early morning commuters. We have replaced our front windows with triple glaze, and purchased noise reducing drapes, but we still have noise. also the interesection at Dynamite and Pima is now congested and constantly backed up during rush hour. There was a chage done to the traffic light sequence but it hasnt helped. more traffic would be a disaster. Please do not put any more traffic on Dynamite, We moved here 18 months ago for peace and quiet, it has been getting steadily worse and we are regretting our decision.

0

Report

Reply

Share this petition

david weinberg
Scottsdale, AZ

4 wks ago

REASON FOR SIGNING

It improves traffic pattern also safety
I have friends and family in that area
travel these roads fairly often.

0 Report

Write a reply... Reply

Sherry Rudrud
Scottsdale, AZ

4 wks ago

REASON FOR SIGNING

This will increase volume of high speed traffic
which is undesirable to my community.

0 Report

Write a reply... Reply

Share this petition

Marna McLendon
Scottsdale, AZ

4 wks ago

REASON FOR SIGNING

Increase in traffic will ruin the location we intended to have for our future!

0 Report

Write a reply... Reply

C. Keith McLendon
Scottsdale, AZ

4 wks ago

REASON FOR SIGNING

We don't want - or need - the extra traffic.

0 Report

Write a reply... Reply

Load more

Share this petition

Mark Lasee
Scottsdale, AZ

4 wks ago

REASON FOR SIGNING

Happy Valley/118 should not handle additional traffic unless the entire road is upgraded. If the developer wants the link it should pay for upgrades for the entire stretch from Dynamite to Pima

0

Report

Reply

patrick olsen
Scottsdale, AZ

4 wks ago

REASON FOR SIGNING

more development impacts the natural environment.

0

Report

Reply

Share this petition

Kathleen Walker
Scottsdale, AZ

1 mth ago

REASON FOR SIGNING

Residential Development along the North Corridor is out of control. The City of Scottsdale needs to slow down and think things through more carefully. We need to preserve the quiet neighbors in the North Corridor for future generations. City fathers need to think about the next real estate downturn and what it will do in over developed areas of Scottsdale and the impact to property owners and the City.

1

Report

Reply

Norfleet Hughes
Scottsdale, AZ

1 mth ago

REASON FOR SIGNING

I live close to Happy Valley Road and additional traffic negatively impacts home values and safety. Decrease the speed limit on Happy Valley to 35 mph and set up traffic cameras.

1

Share this petition

Shawn Oconnor
Anchorage, AK

1 mth ago

REASON FOR SIGNING

Use the funds to improve bike and walking trails around Troon Mountain Loop.
This is a quite neighborhood and this road extension will bring a lot of extra traffic. Using the funds on walking and bike trail around mountain loop will keep the feel of the neighborhood and remain popular with walkers and bikers.

2 Report

Reply

Ron Daugherty
Scottsdale, AZ

1 mth ago

REASON FOR SIGNING

This is so important we already have way too much traffic.

1 Report

Reply

Share this petition

Julie Macpherson
Phoenix, AZ

Apr 4, 2017

REASON FOR SIGNING

Absolutely not - Dynamite is becoming like a freeway. Way too much traffic already, we cant cope with any more traffic or noise.

0 Report

Write a reply... Reply

patricia pruzinsky
Scottsdale, AZ

Apr 4, 2017

REASON FOR SIGNING

I purchased in Troon because I wanted to live in a natural, quiet, and uncongested area. The additional traffic will add noise pollution that is not wanted and disturb the tranquility of the area. Please do NOT pass this legislation. Thank you

2 Report

Write a reply... Reply

Share this petition

Martha Zelikoff
Scottsdale, AZ

Apr 3, 2017

REASON FOR SIGNING

I play golf in the area as well do a lot of hiking in the area.

1 Report

Write a reply... Reply

Hindie Dershowitz
Katy, TX

Apr 3, 2017

REASON FOR SIGNING

It will increase traffic

0 Report

Write a reply... Reply

Load more

Share this petition

Robert Rando
Scottsdale, AZ

Apr 3, 2017

REASON FOR SIGNING

I am not in support of more traffic, noise, vendors through our neighborhood. This will lead to more congestion, and ultimately effect property values.

1

Report

Write a reply...

Reply

Lynda Rando
Scottsdale, AZ

Apr 3, 2017

REASON FOR SIGNING

I am not in support of more density which would directly impact our community with traffic, noise and speeders as well as vendor trucks which bring blowing trash onto our streets. Further development in this area is not needed and will ultimately affect and impact property values, wild life habitat protection and scenic views.

1

Report

Share this petition

Reply

John Kratky
Scottsdale, AZ

Apr 2, 2017

REASON FOR SIGNING

This interconnect is not necessary and will not serve
those of us who live in Troon

1 Report

Write a reply... Reply

Robert Galligan
Scottsdale, AZ

Apr 1, 2017

REASON FOR SIGNING

Protect the area from high traffic

2 Report

Write a reply... Reply

Share this petition

2 Report

Write a reply... Reply



C. Paul Ganther
Scottsdale, AZ

Apr 1, 2017

We moved to North Scottsdale less than 2 years ago attracted by the spare population, natural beauty, wildlife activity, and serene setting which makes up the area. North Scottsdale is an oasis not only shielding inhabitants from metropolis of Phoenix but also what greater Scottsdale seemingly is moving towards or already has become. Sworn to protect all citizens it is high time the city council represent those whom are most affected by their actions. Do not build the extension, it will destroy the very reasons we all live here.

0 Report

Write a reply... Reply

Marilyn Hoppe

Douglas Drohman
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

This connection is unnecessary as the current road infrastructure is adequate.

3

Report

Reply

Linda Gaerig
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

Happy Valley Road already has enough traffic on it; we don't need more. Happy Valley Road is like a race track on weekend nights; more traffic will mean more racing and eventually more accidents.

3

Report

Reply

Share this petition

mean more racing and eventually more accidents.

3 Report

Reply

Rogene J Powers
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

Ridiculous.... The city of Scottsdale is once again selling out our neighborhoods. Not the first time. For shame.

3 Report

Reply

Load more

Share this petition

Noah SorryButNo
Gainsville, GA

Mar 31, 2017

REASON FOR SIGNING

I'm signing because... (optional)

1

Report

Reply

John Finical
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

There is no need to extend 118th St. Safety, congestion and local disruption will prevail. The increased traffic will increase homeowners dangerous entry and exit on an increased traveled road. It is not necessary to disturb our neighborhood.

3

Report

Reply

Share this petition

Belinda Keator
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

I do not want the extra traffic cutting up 118th street, causing more street noise

1

Report

Write a reply

Reply

Carol Runger
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

I am a member of Troon Country Club and the extra traffic would be a burden for me in traveling to and from the club.

2

Report

Write a reply

Reply

Share this petition

Robert Devereaux
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

I am signing because my home fronts on Happy Valley Rd.

3

Report

Reply

Nick Perfetto
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

I am signing because we must preserve the Troon Mountain Loop.

4

Report

Reply

Share this petition

George Rosenberg
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

I am against the extension because it is unnecessary and will creative heavy additional traffic on Happy Valley

3

Report

Reply

Stephen Sproviero
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

I am signing this because I an against this kind of expansion. This interconnect is not necessary and will bring too much traffic from Dynamite as a cut through to Happy Valley and on to Pima Road. this conflicts with all the Parks & Preserves that are established out here which tax payers pay for.

4

Report

Share this petition

Patricia Pogemiller
Moorpark, CA

Mar 31, 2017

REASON FOR SIGNING

Thus connector is unnecessary and will ruin the tranquil nature of our neighborhood...the entire reason we bought a house here last year!

3 Report

Reply

Lynne Reaves
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

Traffic in our area must be minimized.

2 Report

Reply

Share this petition

Scott Blumenthal
Scottsdale, AZ

Mar 31, 2017

REASON FOR SIGNING

This plan does not fulfill the intent of the city plan which was the main reason for our purchase of property. Values will plummet and that is not the reason the public officials were elected

3

Report

Reply

Bob Borem
Scottsdale, AZ

Mar 30, 2017

REASON FOR SIGNING

Bob borem

0

Report

Reply

Share this petition

Kim Hile
Scottsdale, AZ

Mar 30, 2017

REASON FOR SIGNING

I'm opposed to more traffic!

3

Report

Write a reply...

Reply

James Keator
Scottsdale, AZ

Mar 30, 2017

REASON FOR SIGNING

Troon is becoming overdeveloped and I have witnessed many cars on 118th street traveling well in excess of the 35mph speed limit.

2

Report

Write a reply...

Reply

Share this petition

Jim Henderson
Scottsdale, AZ

Mar 30, 2017

REASON FOR SIGNING

I'm signing because I do not want additional traffic on Happy Valley Rd. It is a 2-lane road and already suffers from too much traffic (on the Alma-School-to-Pima-Rd segment) due to recent development in the upper Happy Valley Rd. area.

1 Report

Reply

Barbara Steiner
Scottsdale, AZ

Mar 30, 2017

REASON FOR SIGNING

There is too much traffic now!

1 Report

Reply

Share this petition



Linda Weitzman
Scottsdale, AZ

Mar 30, 2017

REASON FOR SIGNING

Scottsdale needs to do MORE to protect our open spaces and undeveloped areas. Why is it necessary to develop every square inch of our beautiful city especially in areas like Troon where natural open spaces contribute to the beauty and serenity, plus health of our environment? Adding more traffic to these areas is also not necessary for access and creates unnecessary traffic to an area which should be preserved for the quality of life for residents of this area.....for cyclists, walkers, etc. Use the funds to improve bike lanes and sidewalks on the Troon Mountain loop and not try to cram in more development and only increase traffic and noise. Quality of life and the beauty of this area are the reasons why homeowners CHOOSE to live in Troon.....let's not forget that.

3

Report

Reply

Share this petition

Rhoda Marohnic
Scottsdale, AZ

Mar 29, 2017

REASON FOR SIGNING

I love the quiet area, walking and biking AGREE totally with improving those trails, preservation of our beautiful desert without more huge, wide roadways with vehicles aiding in killing our desert plants

1

Report

Reply

Jon Manalli
Scottsdale, AZ

Mar 29, 2017

REASON FOR SIGNING

I want to preserve the safety and serenity of our neighborhood. This is why we moved out here.

1

Report

Reply

Share this petition

Frank Grossman
Scottsdale, AZ

Mar 29, 2017

REASON FOR SIGNING

I disagree with the petition and the reasoning behind it. I see the extension as a welcome improvement that would be used by local residents not commuters. Why would any commuter choose a route with two lanes over four, reduced traffic speeds from 50 to 30-35 and multiple stop signs? By the way, it's longer. Why not ask for the improved bike lanes as a package with the extension?

♥ 0 5 replies Report

Show previous 3 replies

C. Paul I will not "work with the city". To preserve our area I am well prepared to put money where my mouth is, this is wrong!

Apr 1, 2017 · Like · Report

Frank Really? Just because someone has a different opinion about an issue you then question their honesty? Yes, I live and work in this small area, ride my bike, walk my dog along these streets just like so many of my neighbors. However, before I moved here I did my due diligence. I will enjoy the tranquility of this area for now but when the market dictates, there will be more homes, more roads. It's already zoned residential. What needs to be guarded is density.

Share this petition

Marybeth Kravets
Scottsdale, AZ

Mar 29, 2017

REASON FOR SIGNING

Preserve the neighborhood and openness for bikers hikers. I moved to Troon in 1990 because of the protectiveness of area and the traffic needs to flow elsewhere and not invade the neighborhood and why we moved here and even paid to bring gas to the area.

2 Report

Reply

Carolyn Weiner
Scottsdale, AZ

Mar 28, 2017

REASON FOR SIGNING

Agree that Dynamite is becoming very busy and don't think it is necessary to bring more traffic

2 Report

Reply

Share this petition

Joseph Marin
Scottsdale, AZ

Mar 28, 2017

REASON FOR SIGNING

The traffic increase on Happy Valley Road, then further north on 118th is not able to handle the traffic volume if connected. There is already much traffic cutting (speeding is the more appropriate term) through Alma School up to Dynamite Road (large trucks, thru traffic, etc.) making for a very dangerous situation.

4

Report

Write a reply...

Reply

Shari Colombik
Carlsbad, CA

Mar 28, 2017

REASON FOR SIGNING

I want 118th to Dynamite

0

Report

Write a reply...

Reply

Share this petition

Gary Basey
Oklahoma City, OK

Mar 28, 2017

118th St. extension is not a good solution due to the safety for our homeowners entering and exiting out of ALL communities onto Happy Valley Rd.

2

Report

Write a reply...

Reply

Herschel Roberts
Scottsdale, AZ

Mar 28, 2017

REASON FOR SIGNING

Traffic is noticeably worse here than when bought our first place here in 2010. It is louder and probably less safe. This unchecked development is degrading the quality of life in north Scottsdale!

3

Report

Write a reply...

Reply

Share this petition

Chuck Stanford Jr
Scottsdale, AZ

Mar 28, 2017

REASON FOR SIGNING

Traffic on Happy Valley Road is already excessive, and trucks and other commercial traffic are ruining the road because of lack of enforcement in keeping commercial traffic on Dynamite Road where it was planned. Happy Valley east of Alma School is getting noisier by the day as residents increase. This road was never meant to be a through pass to Rio Verde and beyond.

4

Report

Write a reply...

Reply

Melvin Weinstein
Scottsdale, AZ

Mar 27, 2017

REASON FOR SIGNING

This proposed extension will significantly increase traffic congestion on Happy Valley Rd. and Dynamite Rd.

2

Report

Share this petition

William Larkin
Scottsdale, AZ

Mar 27, 2017

REASON FOR SIGNING

I do not want to see more traffic on 118th street or Happy Valley

2

Report

Write a reply

Reply

Norman Willie
Scottsdale, AZ

Mar 27, 2017

REASON FOR SIGNING

The problem is that the remainder of N. 118th Street South to Happy Valley Road and then Happy Valley Rd. to Pima Rd. it not designed to accommodate safely the type of traffic that will be generated as a new short cut to Pima is opened up. First, happy valley Road is very curvilinear and on a downhill grade as it winds South to the Alma School Rd. intersection. There are many streets entering this portion of Happy Valley from adjacent subdivisions and the sight distance is not good in many spots. The Rio Verde area will bring large pickups and horse trailers that generally speed along with construction traffic to and from

Susan Craig
Presto, PA

Mar 27, 2017

REASON FOR SIGNING

I don't want increased traffic around my home

3

Report

Reply

Sue/Charles Boyd
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

We strongly oppose through traffic from Happy Valley to Dynamite for all of the reasons previously stated.

3

Report

Reply

Share this petition

Kathy Goldman
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

I do not want 118th st. To be continued to Dynamite road.

3

Report

Write a reply...

Reply

Leslie Rodgers
Rio Verde, AZ

Mar 26, 2017

REASON FOR SIGNING

I oppose the proposed extension of 118th street.
Leslie Rodgers

3

Report

Write a reply...

Reply

Share this petition

katherine Smetana
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

we are getting an increase in traffic as it is....we dont need an extra through route. they dont need it. pls respect our neighborhood.

2 Report

Write a reply... Reply

Lily Garfield
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

I agree about the safety of our neighborhood.

2 Report

Write a reply... Reply

Share this petition



D Krasnow
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

This project only thinks of the developer and not the community where it will be located. Nix this project.

2

Report

Write a reply...

Reply

deborah fierros
scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

I am signing because I am a resident! The City Planners should have planned well in advance before a major traffic issue occurred and we have to sign a petition.

2

Report

Write a reply...

Reply

Share this petition

Carol Kasle
Bloomfield Hills, MI

Mar 26, 2017

REASON FOR SIGNING

We totally agree with the reasons stated on this petition. Thee is far too much traffic, the noise level is horrible. Use the funds to improve the roads, bike lanes and sidewalks around Troon Mountain.

2 Report

Reply

Catherine Budenbender
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

I'm signing because there is too much development already in this area. Overpopulation becomes a drain on resources and community roads.

2 Report

Reply

Share this petition

Write a reply... Reply

Carole Read
Winnetka, IL

Mar 26, 2017

REASON FOR SIGNING

We do not want the traffic

2 Report

Write a reply... Reply

Eva Drocco
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

Terrible idea.

2 Report

Write a reply... Reply

Share this petition

Peanut Lindner
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

I am signing because it is the right thing to do.

2 Report

Write a reply... Reply

janice conrad
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

The approval of an extension of 118th would add unnecessary traffic to Happy Valley Rd. and Jomax Road, making both walking and biking more dangerous. Today, traffic is already increasing due to more housing developments but opening this area to 'cut through' traffic will definitely cause problems.

2 Report

Write a reply... Reply

Share this petition

Dennis Fagan
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

I'm signing because I want the charm ,tranquility and integrity of the Troon Mountain Area maintained !!

2

Report

Reply

Cassandra Jonkosky
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

This is a residential area that will be disrupted by commercial traffic. This impacts more than additional access for a LARGE developer. It reroutes commercial traffic. Proposal does not have the community in mind.

1

Report

Reply

Share this petition

1 Report

Reply

Rene Eris
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

I am against all the development the city is allowing in the Preserve. It is no longer a preserve. They keep selling it off and destroying it.

2 Report

Reply

Steve Lamon
ttsdale, AZ

Mar 26, 2017

If this extension is made I beli t will throw more

●●●●○ Verizon 8:14 PM
change.org



Steve Lamon
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

If this extension is made I believe it will throw more traffic onto Happy Valley Rd which already has too much traffic for a one lane road. If the City of Scottsdale planners had any brains they would have added a fee to the developers who built all the condos off Alma School and Jonax to pay for adding another lane to Happy Valley. These new units have added 1000's of car trips per day onto Happy Valley and this extension will make it worse. Most traffic from a Troon Mountain goes south so no one wants to take Dynamite with its longer route to Pima and speed camera so the intersection of Alma School and Happy Valley is out of control and all the cement trucks and construction traffic goes up and down a Happy Valley because it is a short cut to Dynamite and 118. Traffic is a disaster due to idiot Scottsdale employees who didn't take the time to analyze the terrible impact on Happy Valley and now those same people are considering making it worse?? Vote no and get rid of the planners who screwed up.

2

Report

Share this petition

kristine fasbinder
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

traffic on Dynamite has increased tremendously over the last ten years, making is almost impossible to cross dynamite, speed is posted at 50 mph, not enforced

2

Report

Reply

Farrell Friedland
Scottsdale, AZ

Mar 26, 2017

REASON FOR SIGNING

We are congested with homes already occupied.

2

Report

Reply

Share this petition

Colliopoulos Leslie
Scottsdale, AZ

Mar 25, 2017

REASON FOR SIGNING

I do not wish to have increased traffic volume in my neighborhood , nor do I wish for disruption of habitat for animals in this area. There is already burgeoning traffic and this will only result in additional building and traffic, destroying the beautiful surroundings which we moved here to enjoy.

♡ 2

Report

Reply

Margy Eatwell
Peoria, AZ

Mar 25, 2017

REASON FOR SIGNING

I agree! We don't need more car traffic on Dynamite!

♡ 2

Report

Share this petition

Douglas Yock
Scottsdale, AZ

Mar 25, 2017

REASON FOR SIGNING

Extending 118th Street to Dynamite Road would result in substantial relocation of traffic to Happy Valley Road, because many drivers in each direction (Scottsdale toward Rio Verde, or vice versa) will tend to turn toward their destination as soon as possible. This is an established sociological principle called "anticipatory goal response."
Happy Valley Road west of Alma School Road is one lane and is already busy and dangerous. It is not currently suitable for significantly increased traffic.
Happy Valley Road east of Alma School Road is a beautiful designated natural parkway, passing through neighborhoods whose residents purchased there in part because of the peaceful and natural setting. Increased traffic on this section of the road would degrade the perceived quality and value of these neighborhoods.

2 1 reply Report

John Excellent points! Thanks!

Mar 29, 2017 · Like · Report

Share this petition

Hattie Dixon
Scottsdale, AZ

Mar 25, 2017

REASON FOR SIGNING

Good arguments presented for NOT opening up N. 118th to Dynamite.

2 Report

Reply

Fred Shaffer
Scottsdale, AZ

Mar 25, 2017

REASON FOR SIGNING

I enjoy the serenity of the area as is.

2 Report

Reply

Share this petition

2 Report

Reply

John Colliopoulos
Scottsdale, AZ

Mar 25, 2017

REASON FOR SIGNING

I am signing this because this interconnect is not necessary. The present status is more than enough sufficient to accommodate our traffic needs via Dynamite Blvd. Needless to say it will increase the traffic adjacent to my home. I highly recommend that the council spends the money to improve our roads, bike lanes and sidewalks in our community.

2 Report

Reply

Share this petition

Cindy Johnston
Pelican Rapids, MN

Mar 24, 2017

REASON FOR SIGNING

I'm going to sign this petition because I am opposed to extending 118th street to Dynamite road. This will create unnecessary traffic in an area that is not equipped to handle an increase in traffic. In addition, it is a huge safety factor considering the abundance of foot, bike and hiking traffic that exists in that area.

2 Report

Reply

Eric Wirtanen
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

As a cyclist it is difficult enough riding with the traffic as is. Also noise issues with traffic will affect us.

2 Report

Share this petition

Ellen Fagan
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

Against new road

2

Report

Reply

Laura Hanschka
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

This change will exponentially increase the traffic in this area because all the residents and workers of rio verde will use our quiet neighborhood as a shortcut. It will be detrimental.

2

Report

Reply

Share this petition



Michelle Hellstern
Somewhere, OK

Mar 24, 2017

REASON FOR SIGNING

Disgusting...

♥ 2 Report

Reply

LeeAnn Land
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

I oppose the extension because it will bring in too much traffic - especially construction traffic.

♥ 2 Report

Reply

Share this petition

Rose Marie Johns
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

Happy Valley Road is already at 97% usage and is already cracked every 20 feet. No additional traffic should be allowed

1 Report

Write a reply... Reply

Natalie Collins
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

We bought this home in part because of the preserve, low density of homes, and low traffic flow.

2 Report

Write a reply... Reply

Share this petition



John Berry
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

This is dumber then making Happy Valley Road from Pima To Alma School a truck roadway.

2 Report

Write a reply... Reply

Robert Murray
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

Because I love my neighborhood and the beauty that surrounds in. The proposed change is totally not need.

2 Report

Write a reply... Reply

Share this petition

Robert Johns
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

Concerns over more traffic. My back yard backs to Happy Valley Road and the traffic has increases incredibly over the last 10 years. It would create a very large poor impact if 118th St connected all the way to Dyanmite.

2 Report

Write a reply... Reply

Arthur Watt
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

Our house is right on the corner of 118th and Jomax

1 Report

Write a reply... Reply

Share this petition

Scottsdale, AZ

Mar 24, 201

REASON FOR SIGNING

Our house is right on the corner of 118th and Jomax

1

Report

Reply



sylvia castro
Scottsdale, AZ

Mar 24, 201

REASON FOR SIGNING

Preserve the neighborhood and keep traffic at bay!

2

Report

Reply

Share this petition

Reply

Jodie Galassi
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

I am a long time resident living on Happy Valley Road and 112th. The unique beauty of our area needs to be preserved. opening up 118th to thru traffic from Dynamite, is not in the best interest of this unique location within the Scottsdale City Limits. The wildlife, unique flora and terrain, demand protection from excessive traffic and car emissions. I request these funds are directed instead to improve bike lanes and sidewalks. Keep the traffic on Dynamite to PIMA. Don't ruin what is something special in our beautiful city. Thank you, Jodie Galassi-Ainlay 11367 E. Desert Vista Road 85255 LD 23, CD6, Precinct 491.

2

Report

Reply

John Ainlay
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

As a resident of the Troon Ridge Estates community that borders Happy Valley Road, I am strongly opposed to this plan because of the adverse impact it will have on the safety, noise levels and property values of our neighborhood!

1

Report

Reply

William Tabinsky
Scottsdale, AZ

Mar 24, 2017

REASON FOR SIGNING

This is an unnecessary intrusion into the Troon Mountain neighborhood that inures no benefit to it and will only to serve to increase the traffic flow on Happy Valley Road to benefit persons living in Rio Verde.

2

Report

Share this petition

necessary.

2 Report

Reply

Bryan Haslett
Scottsdale, AZ

Mar 23, 2017

I don't want the pass through to put more traffic through a quiet walking and biking area. Tom's Thumb trail opening already increased traffic and it is very noticeable. Opening 118th will also encourage the nice motorcycle riders with the really loud motorcycles to roar up and down Happy Valley. Also Happy Valley is only a single lane all the way to Alma School and it gets congested enough. Please eliminate future N 118th St road connection.

2 Report

Reply

Share this petition

John I believe the city plans to make the route 4 lanes all the way from Pima to Dynamite. That will only increase the traffic and usage of the proposed loop. Bad idea!!!

Mar 29, 2017 · Like 1 · Report

Reply

Frank Castro
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

I totally agree!!!!!

1

Report

Reply

Linda Celeste
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

NO. We do NOT want ADDED traffic PROBLEM !!

Share this petition

Allyn Keller
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

Completing N. 118th Street between Jomax and Dynamite will bring extra traffic to Happy Valley Rd headed to/from Pima. There are already delays for traffic from Happy Valley through the Pima intersection during rush hours. Increased traffic can only add to these delays. congestion and delays. In addition, most of Happy Valley between Alma School and Pima has only one lane in each direction and was not anticipated or equipped to carry a high volume of traffic. This is a safety and infrastructure issue.

2

Report

Reply



Scott Roberts
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

I oppose extending N 118th St to Dynamite Rd due to concerns about increased traffic on N 118th St and Jomax.

Share this petition

Andrew Stolworthy
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

I concur with Mr. Eigel's stated observations and objections. The proposal is NOT in the best interest of the overall Troon Community.

1 Report

Reply

Load more

●●●●○ Verizon 8:18 PM
change.org

1 Report

Reply

Danielle HAMPSON
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

This proposal will substantially increase traffic on HV road, further increase the number of accidents in our community, as well as the pollution level. Let's keep something somewhat pristine in Scottsdale please! That is why we moved here in the first place, let's not succumb to "conveniences" that benefit only big developers!

1 Report

Reply

Share this petition

●●●●○ Verizon 8:18 PM
change.org

Benjamin Ewers
Scottsdale, AZ

Mar 23, 2017

REASON FOR SIGNING

It's time for the city to critically review its master traffic plan for this area. There already is a "shortcut" via Happy Valley and Alma School, and it is horrible. Happy Valley is a mix of 4 lane and 2 lane as is Alma School, with inadequate or no bike lanes for the road biker and thus dangerous for both the bikers and motorized traffic. The current Happy Valley (east of Alma School) merge into 118th St is also a mix of 4 lane and 2 lane again without adequate bike lanes to separate the bikers from the motorized traffic. But, I do have a suggestion should the city feel compelled to extend 118th St to Dynamite. In order to slow traffic flow and make this "shortcut" less desirable to through traffic, decorative traffic islands could be installed at select locations as has been done in other parts of Scottsdale.

0 Report

Reply

Share this petition

Tina Wagner
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

The city of Scottsdale can't even maintain the bushes and trees that are so overgrown on 118th that they fall into the bike lanes/roads and make it impossible to safely see traffic coming from 118th St when you are turning off of Ranch Gate Rd, the last thing we need is more traffic on 118th St! NO, NO, NO!!!

2

Report

Reply

Leo Small
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

The speed limit is 40 mph on Happy Valley Rd east of Alma School however most traffic goes 50 to 55, access to and from the neighborhoods is getting more dangerous. We have already suffered the increased aircraft noise from the changing flight patterns, let's think safety and quiet for a change! Improve the sidewalks and bike paths in this area.

Share this petition

Phyllis Krasner
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

The traffic would increase to a level which would make living in this area uncomfortable beyond an acceptable level and completely change the lifestyle in the area.

1 · 1 reply · Report

Phyllis The reason for extending 118th Street to Dynamite is simple. Toll Brothers has a planned development beyond the one they are currently building. It's not rocket science!

Apr 2, 2017 · Like · Report

Reply

Cy Yaremko
Scottsdale, AZ

Mar 22, 2017

We agree that the Interconnect is not necessary. Dynamite and Pima already have existing capacity to handle the additional traffic. Whereas Happy Valley Road has very limited capacity and is already handling the bikers and joggers. Safety should be a major consideration.

Share this petition



Steven Sardo
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

This is an amazing area that should be developed with greater sensitivity to preserve the tranquility and beauty that attracts residents to Scottsdale.

1 Report

Reply

John W Clark
Englewood, CO

Mar 22, 2017

REASON FOR SIGNING

I do not see any benefit from making 118th a short cut to Rio Verde. Currently Alma School can be easily accessed. By extending 118th it will cause a residential access to become a busy short cut from Rio Verde to Pima Rd.

1 Report

Reply

Share this petition

Miachel & Roseann Bruno
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

council is trying to change all of scottsdale, becoming too much like Chicago Or New York

1

Report

Reply

Sandra Lambert
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

Additional traffic on Alma School and Happy Valley. Corner of Alma School and Jomax already untenable and sometimes terrifying.

1

Report

Reply

Share this petition

Sonja Sorenson
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

We moved to this area due to the quiet neighborhood with wildlife roaming freely, the excellent mountain biking, road biking, and hiking trails in the immediate area, as well as the fact that little to no traffic exists on 118th Street. I ABHORE the idea of this extension connecting to Dynamite !!! EVERYONE would utilize this as a short cut and we would soon be having people drive 55+ MPH on 118th Street which would in turn ruin any hiking, mountain biking, or road biking in the area.

2

Report

Reply

John Ungvary
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

The N. 118th Street road extension is not necessary. Happy Valley Road is already very busy and this shortcut will only exacerbate this.

Share this petition

Chris Marnell
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

I'm signing this petition because I am very much opposed to extending N. 118th St. to Jomax Rd. It is not only unnecessary but also disruptive to the neighborhood traffic flow where the street will be burdened with people using it as a cut through to Pima Rd and beyond. This thoroughfare should remain CLOSED to Jomax Rd

1

Report

Reply

geoffrey groves
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

I believe in the long term this will cause serious traffic issues on roads and in areas not design for the speeds and flow this will create. Increasing city expenses to service, maintain. and control.
there are already roads and access to accomplish the same thing

1

Share this petition

John Robinson
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

I oppose the extension of N 118th St to Dynamite Rd..

1

Report

Reply

Saiyid Naqvi
Lake Bluff, IL

Mar 22, 2017

REASON FOR SIGNING

I have a home in this community and am concerned about the safety of the residents and their dependents if we increase high speed traffic as a result of this action.

1

Report

Reply

Share this petition

Report

Reply

John Nolan
Scottsdale, AZ

Mar 22, 2017

REASON FOR SIGNING

To Scottsdale City Council: Create density in south Scottsdale, not up here. Make that area like Los Angeles- we moved here and paid more for our homes for the beauty, quiet and LACK OF DENSITY. This is our neighborhood, do you represent us??

1 1 reply Report

C. Paul Not sure whom represent however it doesn't seem to be the citizens of N. Scottsdale

Apr 1, 2017 · Like · Report

Reply

Donald Whetstone

Mar 21, 2017

Share this petition

Donald Whetstone
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

This is completely unnecessary and will cause irreparable damage to desert wildlife. Those who live in the Toll Bros. community have adequate access to the area via Jomax. Opening 118th to Dynamite will only serve to provide an "easy" short cut for Rio Verde traffic. This will increase traffic and the potential danger to bicyclists that use Jomax and the loop around Troon Mountain regularly.

1 Report

Reply

Antoinette Minarich
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

Please do not destroy our beautiful neighborhood with another major thoroughfare!!!

1 Report

Share this petition

Reply

Alison Zajacek
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

I agree with reasons posted. At first I thought it might stop the insane traffic on Jomax from 118 st. who drive so fast down Jomax to Alma School. That stop sign at 116 & Jomax should never have been taken down. But I agree, this road connecting through will just make things worse. Money should be spent on sidewalks and bike lanes.

♥ 1

Report

Reply

Load more

Reply

Ronald Bratcher
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

the reasons already cited. increased traffic, et al

0 Report

Reply

Mark Borin
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

We don't need more traffic in this area.

1 Report

Reply

Share this petition

Barbara Kroll
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

Tired of all this development and associated traffic based on Mayor Lane and the City Council. Development needs to decrease since we as residents purchased homes in North Scottsdale based on limited development. This development and associated changes to existing road systems are not required.

1

Report

Reply

Roger Craig
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

Short cut not needed

1

Report

Reply

Share this petition



Georgia Percy
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

Happy Valley is already a very busy road especially when the snow birds are here. There are long line ups at Happy Valley & Pima. Rio Verde has large trucks & horse trailers that Happy Valley was not meant for.

1

Report



Reply



Kathy Geiger-Schwab
Springboro, OH

Mar 21, 2017

REASON FOR SIGNING

The City of Scottsdale would be better served by widening Happy Valley to Alma School, given the increased traffic. That is a much more prudent use of funds. Also, protect existing quality of the neighborhoods.

1

Report

Share this petition

Glenn Brody
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

Future traffic in our quite neighborhood which is one of the reasons I retired here.

1

Report

Reply

mary weinman
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

mary weinman

0

Report

Reply

Load more

Share this petition

Reply

Tonni Mikler
Scottsdale, AZ

Mar 21, 2017

REASON FOR SIGNING

I do not want all this traffic near our home

1

Report

Reply

Stu Lehr
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

markedly increased traffic on Happy Valley-118th not in keeping with the neighborhood

1

Report

Reply

Share this petition

●●●●○ Verizon 8:21 PM
change.org

Reply

Bill Robertson
Scottsdale, AZ

Mar 20, 2017

REASON FOR SIGNING

We have owned our house for 11 years. In that time the traffic on Happy Valley has doubled. 75% is left turn on Alma School eastbound on HV and right turn on HV southbound from Alma School. The back door on Tom's Thumb trail has increased traffic on N 118th St. If this cut off is put through a huge amount of traffic westbound on Dynamite will cut off and funnel into Happy Valley. It's a big bicycle road at all times. There will be serious safety concerns for Happy Valley with this significant traffic load.

1

Report

Reply

Share this petition

●●●●○ Verizon 8:21 PM
change.org

Connor Orban
North Canton, OH

Mar 8, 2017

REASON FOR SIGNING

The more roads you create with higher traffic that are unneeded the more repairs/maintenance that will be needed costing the city more money over time. It also brings up the law of induced demand that more streets does not actually reduce traffic but truly increases traffic. This is from more intersections and traffic lights to increasing the amount of cars available to be on the road. Preserve the land!

1 Report

Reply

COMPANY

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Approved 5/24/17 (CS)

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

WEDNESDAY, MAY 10, 2017

***DRAFT SUMMARIZED MEETING MINUTES ***

PRESENT:	Paul Alessio, Chair David Brantner, Vice Chair Matt Cody, Commissioner Prescott Smith, Commissioner Ali Fakih, Commissioner Michael J. Minnaugh, Commissioner
ABSENT:	Larry S. Kush, Commissioner
STAFF:	Tim Curtis Joe Padilla Lorraine Castro Casey Steinke Brad Carr Bryan Cluff Keith Niederer

CALL TO ORDER

Chair Alessio called the regular session of the Scottsdale Planning Commission to order at 5:00 p.m.

ROLL CALL

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

MINUTES REVIEW AND APPROVAL

1. Approval of April 26, 2017 Regular Meeting Minutes including Study Session.

   VICE CHAIR BRANTNER MOVED TO APPROVE THE APRIL 26, 2017 REGULAR MEETING MINUTES, INCLUDING STUDY SESSION.

* 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"

ATTACHMENT 15

SECONDED BY COMMISSIONER SMITH, THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SIX (6) TO ZERO (0).

EXPEDITED AGENDA

2. 10-UP-2016 (Circle K)
   Request by owner for an amendment to a Conditional Use Permit for a Gas Station redevelopment and expansion on a +/-41,398-square foot site with Highway commercial (C-3) zoning located at 10200 N. Scottsdale Rd. Staff contact person is Bryan Cluff, 480-312-2258. **Applicant contact person is William Scarbrough, 602-850-8141.**

3. 7-UP-2017 (Crown Castle Days Inn and Suites)
   Request by owner for a Conditional Use Permit for a new Type 4, Alternative Concealment Wireless Communication Facility (WCF) in the design of a +/- 62-foot, 6-incl tall artificial palm tree, located at the Days Inn and Suites Hotel at 7330 N. Pima Road with Multiple-family Residential, Planned Community District (R-5 PCD) zoning. Staff contact person is Keith Niederer, 480-312-2953. **Applicant contact person is Mark Sawyer, 480-550-2088.**

   Item No's. 2 & 3: Recommended City Council approve cases 10-UP-2016 and 7-UP-2017, by a vote of 6-0; Motion by Vice Chair Brantner, per the staff recommended stipulations as revised, based upon the finding that the Conditional Use Permit criteria have been met. 2nd by Commissioner Fakih.

REGULAR AGENDA

4. 2-AB-2017 (118th & Jomax)
   Request by owner to abandon a 110-foot-wide Roadway and Public Utility Easement along the N. 120th Street alignment between E. Jomax road and E. Redbird Road, abandon 25-feet of Roadway and Public Utility Easement along the north side of E. Joma Road between N. 118th Street and the N. 120th Street alignment, and abandon 15-feet of Roadway and Public Utility easement along the E. Redbird Road alignment, east of the dedicated but undeveloped cul-de-sac located east of the N. 121st Street alignment. **Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is John Berry, 480-385-2727.**

5. 25-ZN-2016 (118th & Jomax)
   Request by owner for a Zoning District Map Amendment from Single-Family Residential, Environmentally Sensitive Lands (R1-190 ESL) and Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) to Single-family Residential, Environmentally Sensitive Lands (R1-130 ESL) (+/- 6.7 acres), (R1-70 ESL) (+/- 12.9 acres) and (R1-43 ESL) (+/- 47.7 acres) on +/- 68 acres of a +/- 80 acre site, located at

the northeast corner of N. 118th Street and E. Jomax Road. Staff contact person is Keith Niederer, 480-312-2953. **Applicant contact person is John Berry, 480-385-2727.**

Item No's. 4 & 5: Recommended City Council approve cases 2-AB-2017 and 25-ZN-2016, by a vote of 4-0; motion by Vice Chair Brantner, per the staff recommended stipulations, based upon the finding that the proposed Zoning District Map Amendment and Abandonment are consistent and conform with the adopted General Plan. 2nd by Commissioner Minnaugh. Commissioners Fakih and Smith recused themselves.

Request to speak cards: Guy Conte, James Wichterman, Richard Bailey, David Eigel, Bellinda Blumenthal, Alan Schlossberg

Written comment cards: Mark & Wanda Borin, Lisa Whetstone

ADJOURNMENT

With no further business to discuss, the regular session of the Planning Commission adjourned at 6:06 p.m.

RE [UES' ' 'O SPEAK

*Request to Speak cards must be submitted to City Staff **BEFORE** public testimony begins.*
Public testimony is limited to three (3) minutes per speaker.
Additional time MAY be granted to speakers representing two or more persons.
Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (*print*) JAMES WICHTEMAN MEETING DATE 5/10/17

NAME OF GROUP/ORGANIZATION (*if applicable*) DESERT SUMMIT

ADDRESS 11565 E. CAVEPACK DR ZIP 85262

HOME PHONE 480 656 0499 WORK PHONE

E-MAIL ADDRESS (*optional*) JIM - BWLLC @ COX. NET

☒ I WISH TO SPEAK ON AGENDA ITEM # 4&5 ☐ I WISH TO DONATE MY TIME TO

☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING

**Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.*

This card constitutes a public record under Arizona law.

REQUEST TO SPEAK

4+5

*Request to Speak cards must be submitted to City Staff **BEFORE** public testimony begins.*
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Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (*print*) GUY CONTE MEETING DATE 5/10/17

NAME OF GROUP/ORGANIZATION (*if applicable*) —

ADDRESS 11530 EDSEL WILLIAMS DR ZIP

HOME PHONE 480-650-4010 WORK PHONE

E-MAIL ADDRESS (*optional*)

☒ I WISH TO SPEAK ON AGENDA ITEM # 4&5 ☐ I WISH TO DONATE MY TIME TO

☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING

**Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to Cit[illegible] is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "[illegible]t is prohibited by state law from discussing items which are not listed on the agenda.*

ATTACHMENT 16

This card constitutes a public record under Arizona law.

REQUES[illegible] SPEAK

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Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (*print*) Rickard Bailey MEETING DATE 5-10-17

NAME OF GROUP/ORGANIZATION (*if applicable*)

ADDRESS 11860 E. Red Bird Road, Scottsdale ZIP 85262

HOME PHONE 480-307-7915 WORK PHONE same

E-MAIL ADDRESS (*optional*) rickard@rickardbailey.com

☒ I WISH TO SPEAK ON AGENDA ITEM # 5 ☐ I WISH TO DONATE MY TIME TO

☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING

**Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.*

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REQUEST TO SPEAK

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Additional time MAY be granted to speakers representing two or more persons.
Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (*print*) David Eigel MEETING DATE 5/10/17

NAME OF GROUP/ORGANIZATION (*if applicable*)

ADDRESS 11775 E. Quail Track ZIP 85262

HOME PHONE 330-936-7560 WORK PHONE

E-MAIL ADDRESS (*optional*)

☑ I WISH TO SPEAK ON AGENDA ITEM # 4 & 5 ☐ I WISH TO DONATE MY TIME TO

☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING

**Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.*

This card constitutes a public record under Arizona law.

REQ IES ') SPEAK

4-5

*Request to Speak cards must be submitted to City Staff **BEFORE** public testimony begins.*
Public testimony is limited to three (3) minutes per speaker.
Additional time MAY be granted to speakers representing two or more persons.
Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (*print*) BELINDA BLUMENTHAL MEETING DATE 5/10/17

NAME OF GROUP/ORGANIZATION (*if applicable*) _____

ADDRESS 11752 E DIAMOND CHOLLA DR. ZIP 85255

HOME PHONE 480-361-5678 WORK PHONE _____

E-MAIL ADDRESS (*optional*) bwb6100@aol.com

☐ I WISH TO SPEAK ON AGENDA ITEM # 4-5 ☐ I WISH TO DONATE MY TIME TO _____

☐ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING _____

**Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.*

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REQUEST TO SPEAK

4-5

*Request to Speak cards must be submitted to City Staff **BEFORE** public testimony begins.*
Public testimony is limited to three (3) minutes per speaker.
Additional time MAY be granted to speakers representing two or more persons.
Cards for designated speakers and the person(s) they represent must be submitted together.

NAME (*print*) ALAN SCHLOSSBERG MEETING DATE 05/10/17

NAME OF GROUP/ORGANIZATION (*if applicable*) BOULDER MOUNTAIN ESTATES HOA

ADDRESS 11701 E. DESERT HOLLY DR ZIP 85255

HOME PHONE _____ MOBILE WORK PHONE 480-799-6639

E-MAIL ADDRESS (*optional*) ALAN.L.SCHLOSSBERG@GMAIL.COM

☒ I WISH TO SPEAK ON AGENDA ITEM # 4-5 ☐ I WISH TO DONATE MY TIME TO _____

☒ I WISH TO SPEAK DURING "PUBLIC COMMENT"* CONCERNING ROADWAY BETWEEN PIMA & JOMAX ON HAPPY VALLEY + STOP LIGHTS + SIGNS

**Citizens may complete one Request to Speak "Public Comment" card per meeting and submit it to City Staff. "Public Comment" time is reserved for citizen comments regarding non-agendized items. The Board and Commission may hear "Public Comment" testimony, but is prohibited by state law from discussing items which are not listed on the agenda.*

This card constitutes a public record under Arizona law.

WR ' 'EN C)MMENTS

This card is used to submit written comments to the Board or Commission.
Written comment cards may be submitted to the Staff at any time. Cards submitted after public testimony has begun will be provided to the Board or Commission at the conclusion of the testimony for that item.

NAME (print) Lisa Whetstone MEETING DATE 5-10-17

NAME OF GROUP/ORGANIZATION (if applicable) Troon Mtn Loop Extension

ADDRESS 11524 E Diamond Cholla Dr ZIP 85255

HOME PHONE 847-651-9130 WORK PHONE

E-MAIL ADDRESS(optional) lawdvm13@Gmail.com

AGENDA ITEM # 2-AB-2017 ☐ SUPPORT ☒ OPPOSE 118th & Jomax

COMMENTS (additional space is provided on the back)

Please elaborate on reasoning for extendin
118th St. Throught to Dynamite

This card constitutes a public record under Arizona law.

WRITTEN COMMENTS

This card is used to submit written comments to the Board or Commission.
Written comment cards may be submitted to the Staff at any time. Cards submitted after public testimony has begun will be provided to the Board or Commission at the conclusion of the testimony for that item.

NAME (print) MARK & WANDA BORIN MEETING DATE 5-10-17

NAME OF GROUP/ORGANIZATION (if applicable)

ADDRESS 25874 N. 115TH PLACE ZIP 85255

HOME PHONE 480-473-3447 WORK PHONE 480-261-7453

E-MAIL ADDRESS(optional) M.BORIN.MISC@GMAIL.COM

AGENDA ITEM # 4 & 5 ☐ SUPPORT ☑ OPPOSE

COMMENTS (additional space is provided on the back) WE ARE OPPOSED TO THE PAVING AND COMPLETION OF 118TH STREET, BETWEEN JOMAX AND RIO VERDE. THE ADDITIONAL TRAFFIC AND NOISE WOULD BE DETREMENTAL TO OUR QUIET AND PEACEFUL COMMUNITY.

This card constitutes a public record under Arizona law.

118th & Jomax

25-ZN-2016 & 2-AB-2017

City Council

June 13, 2017

Coordinator: Keith Niederer

118th & Jomax

Request:

1. Zoning District Map Amendment from R1-190 ESL & R1-130 ESL to R1-130 ESL, R1-70 ESL and R1-43 ESL to allow for a new 51 lot single-family residential subdivision on 68 +/- acres of a 80 +/- acre site.

2. Abandon certain Roadway and Public Utility Easements along the N. 120th Street alignment, Jomax road alignment and Redbird Road alignment.

3. Adopt Resolution 10797 authorizing Development Agreement 2017-071-COS.

REQUEST **25-ZN-2016 & 2-AB-2017**

118th & Jomax



DETAIL AERIAL

25-ZN-2016 & 2-AB-2017

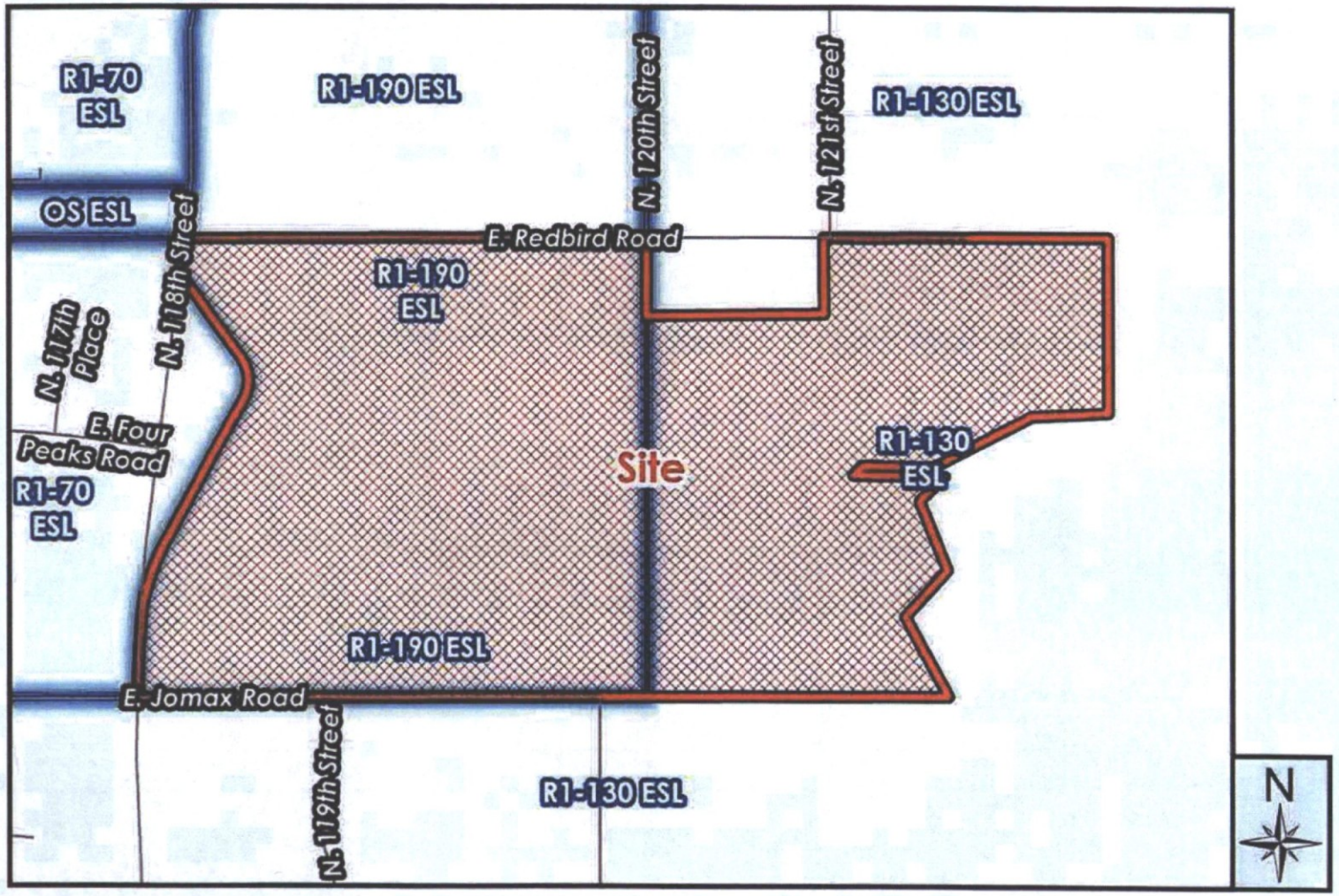
118th & Jomax



GENERAL PLAN LAND USE

25-ZN-2016 & 2-AB-2017

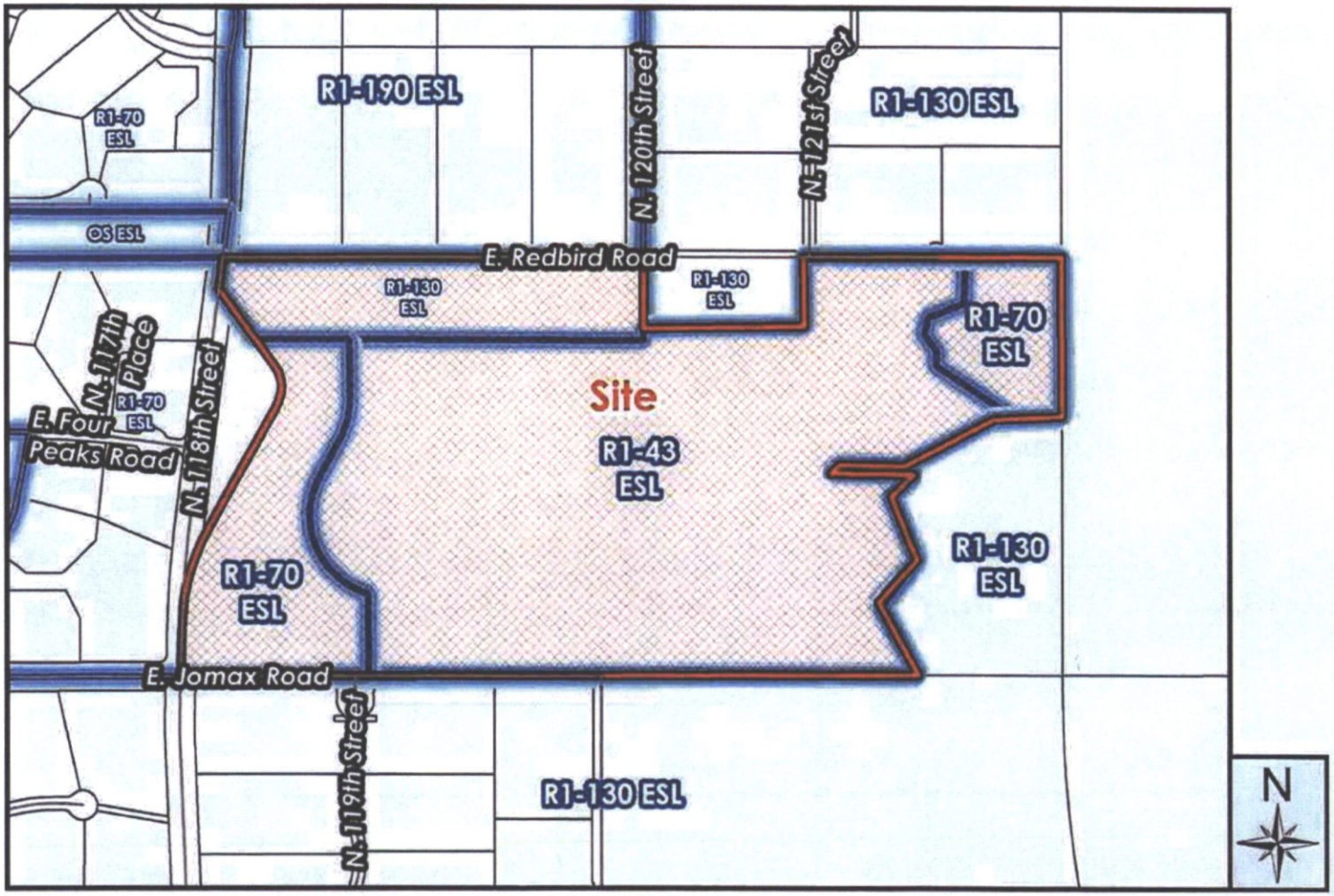
118th & Jomax



EXISTING ZONING

25-ZN-2016 & 2-AB-2017

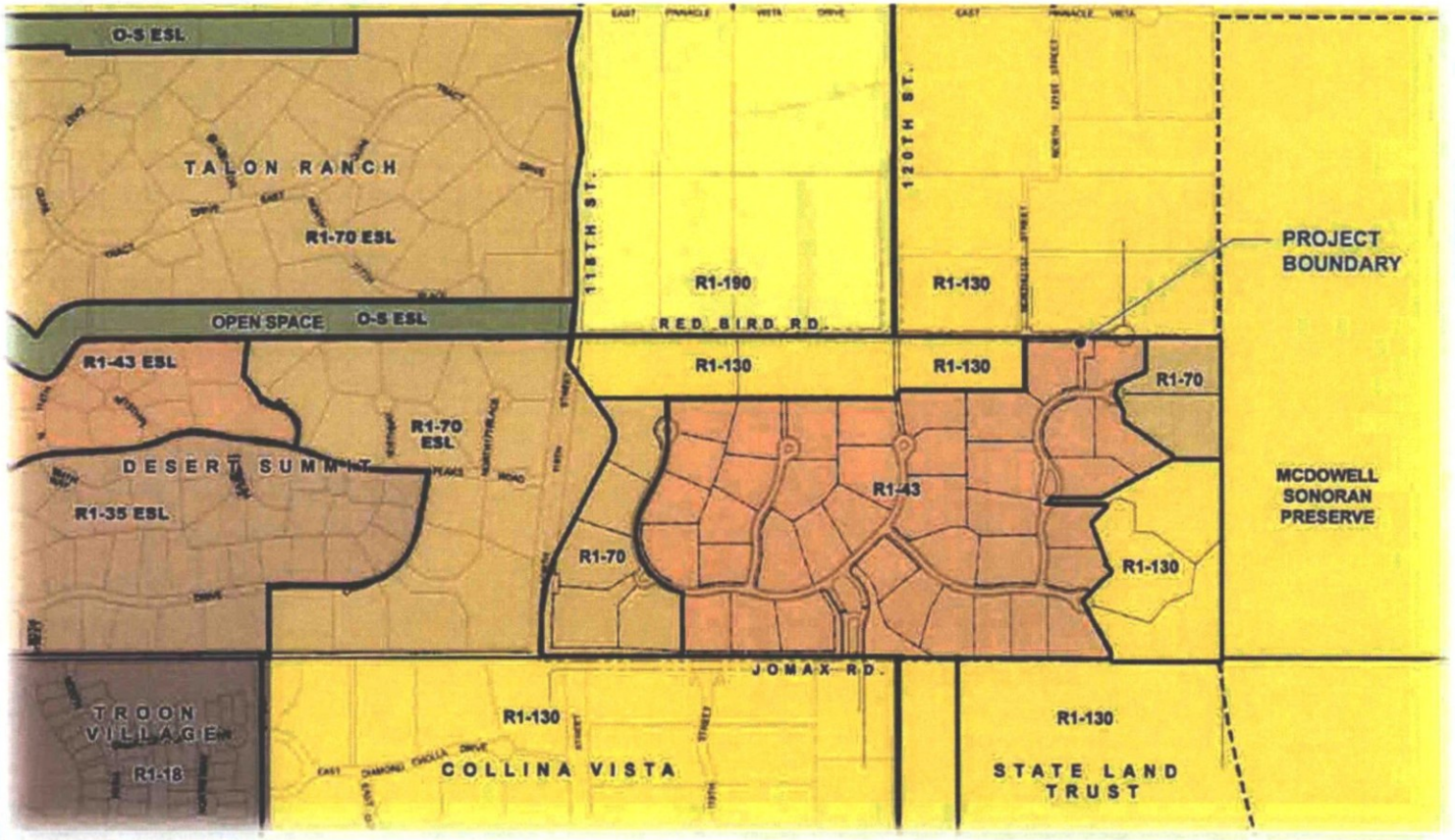
118th & Jomax



PROPOSED ZONING

25-ZN-2016 & 2-AB-2017

118th & Jomax



Toll Brothers | 118TH & JOMAX | Proposed Zoning Map | andersonbaron

PROPOSED ZONING

25-ZN-2016 & 2-AB-2017

118th & Jomax



Toll Brothers

118TH & JOMAX

Site Plan

andersonbaron

PROPOSED ZONING

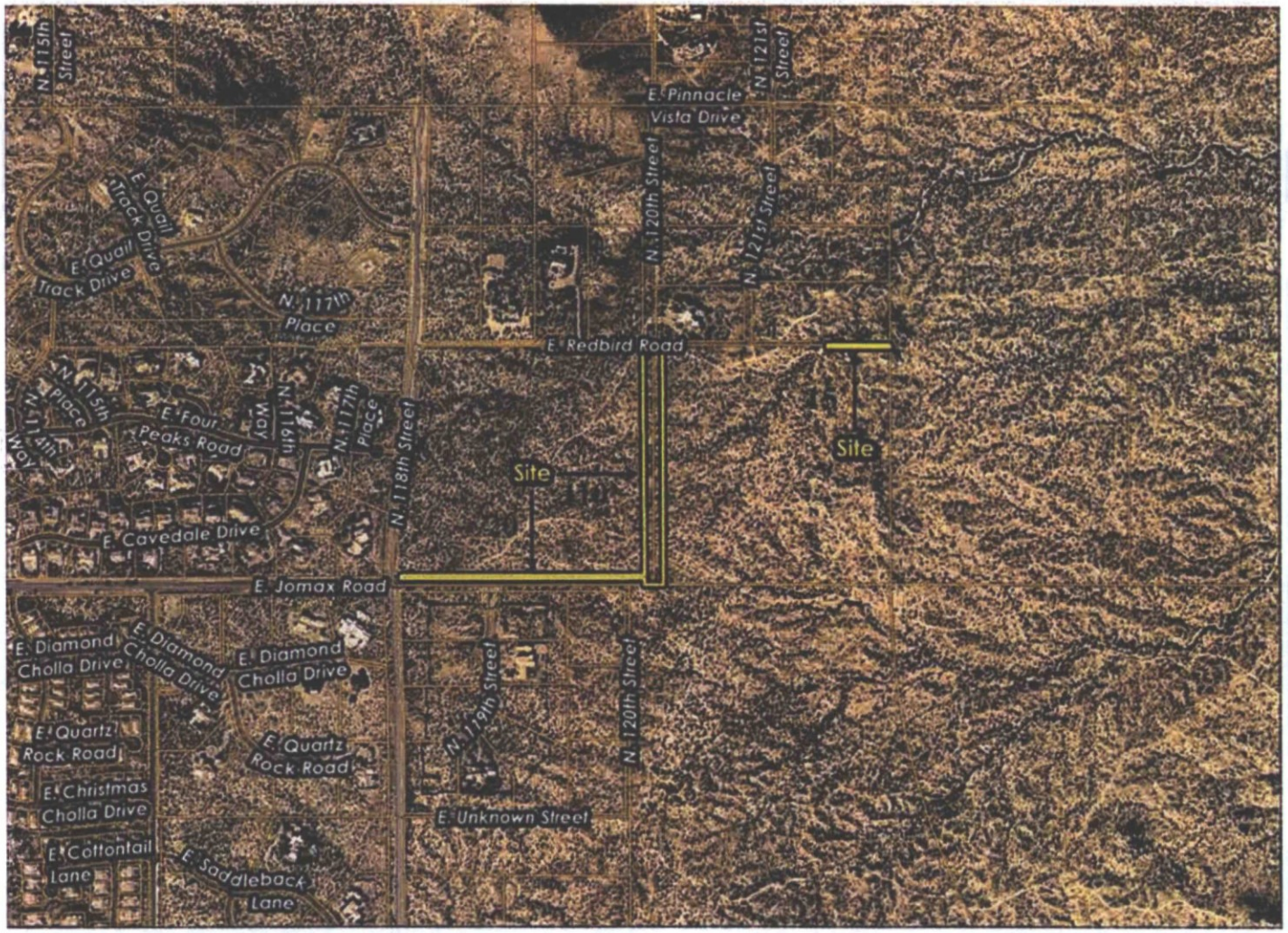
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118th & Jomax



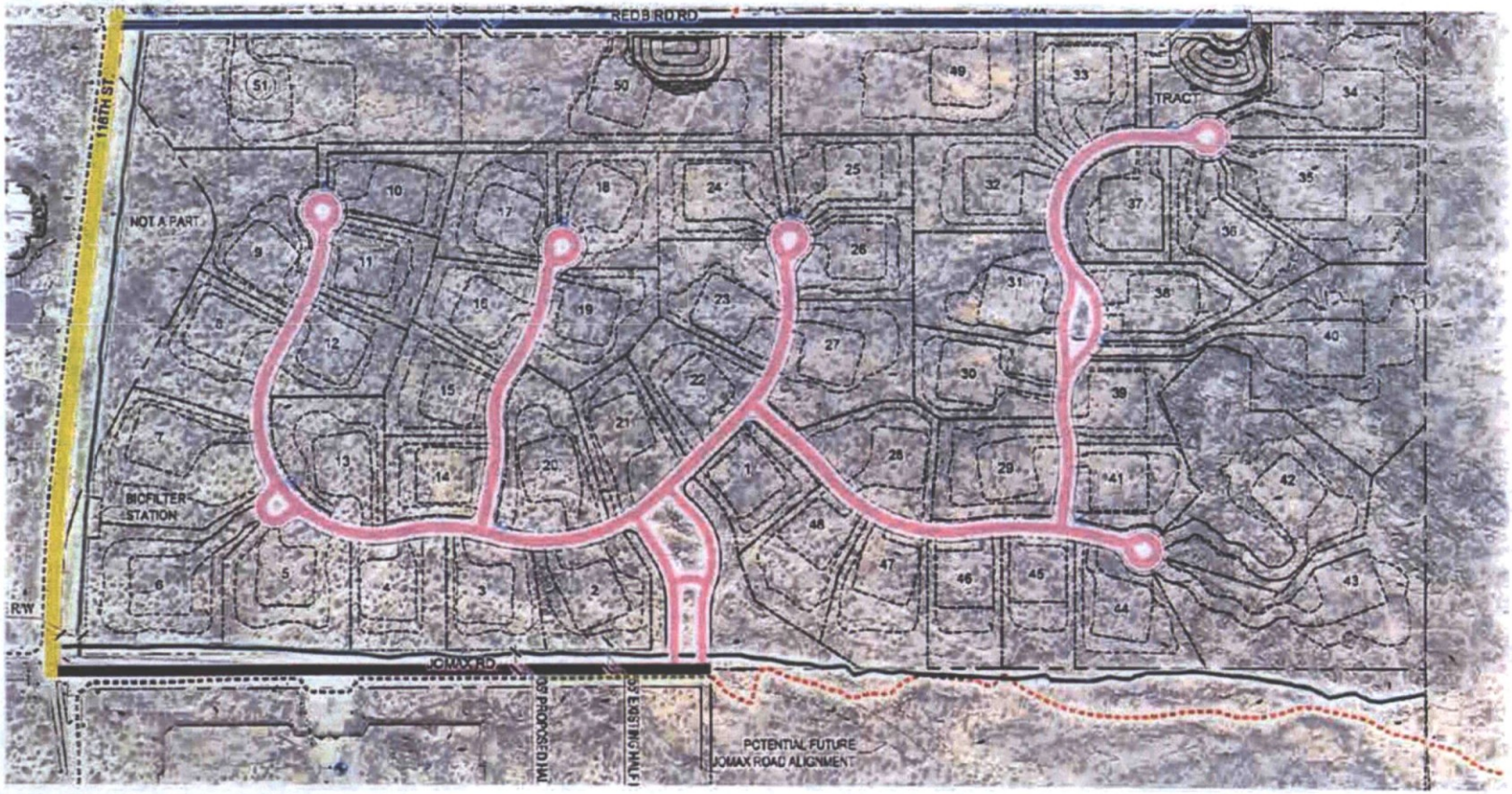
BOULDER & NAOS EASEMENTS **25-ZN-2016 & 2-AB-2017**

118th & Jomax



ABANDONMENT REQUEST AREA **25-ZN-2016 & 2-AB-2017**

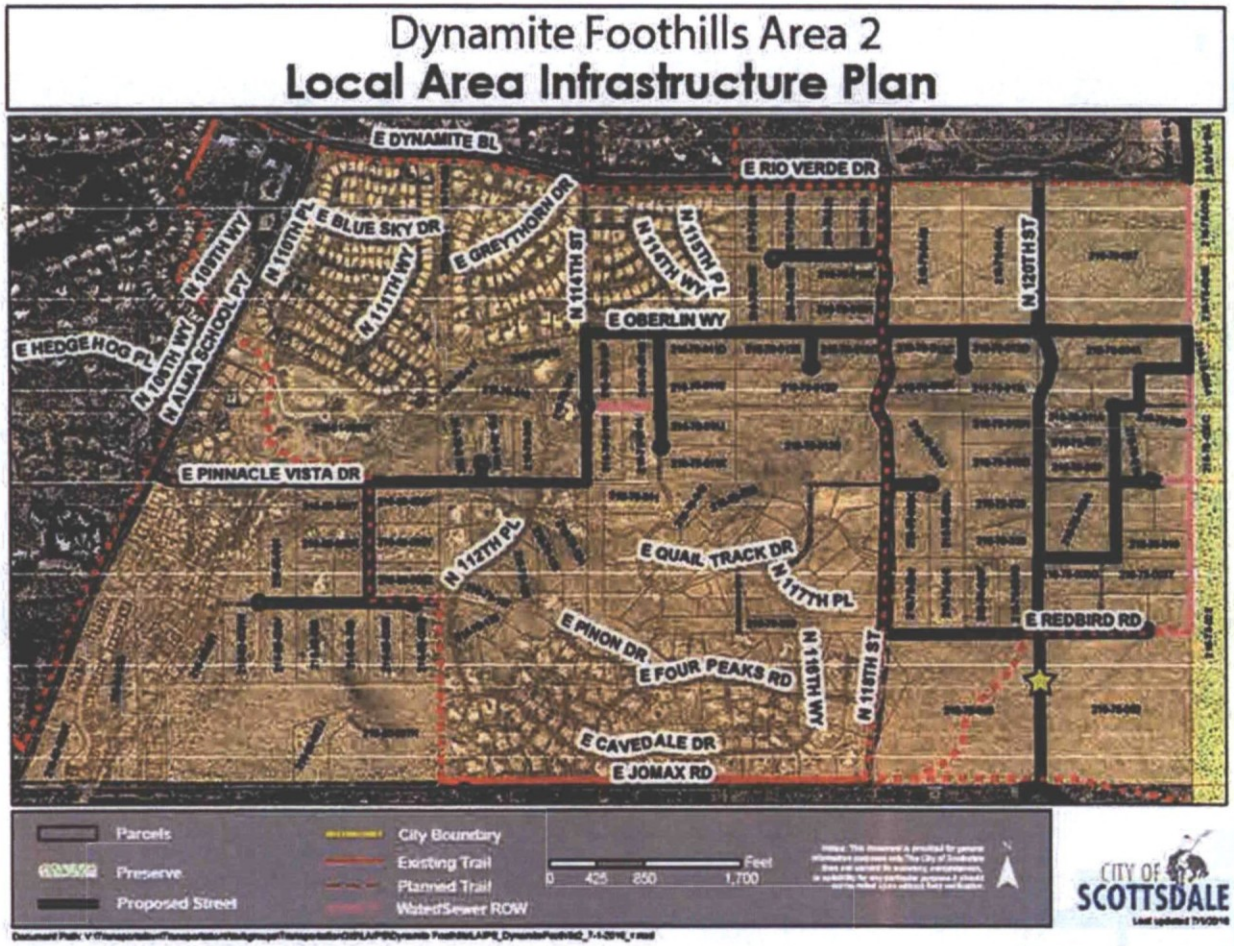
118th & Jomax



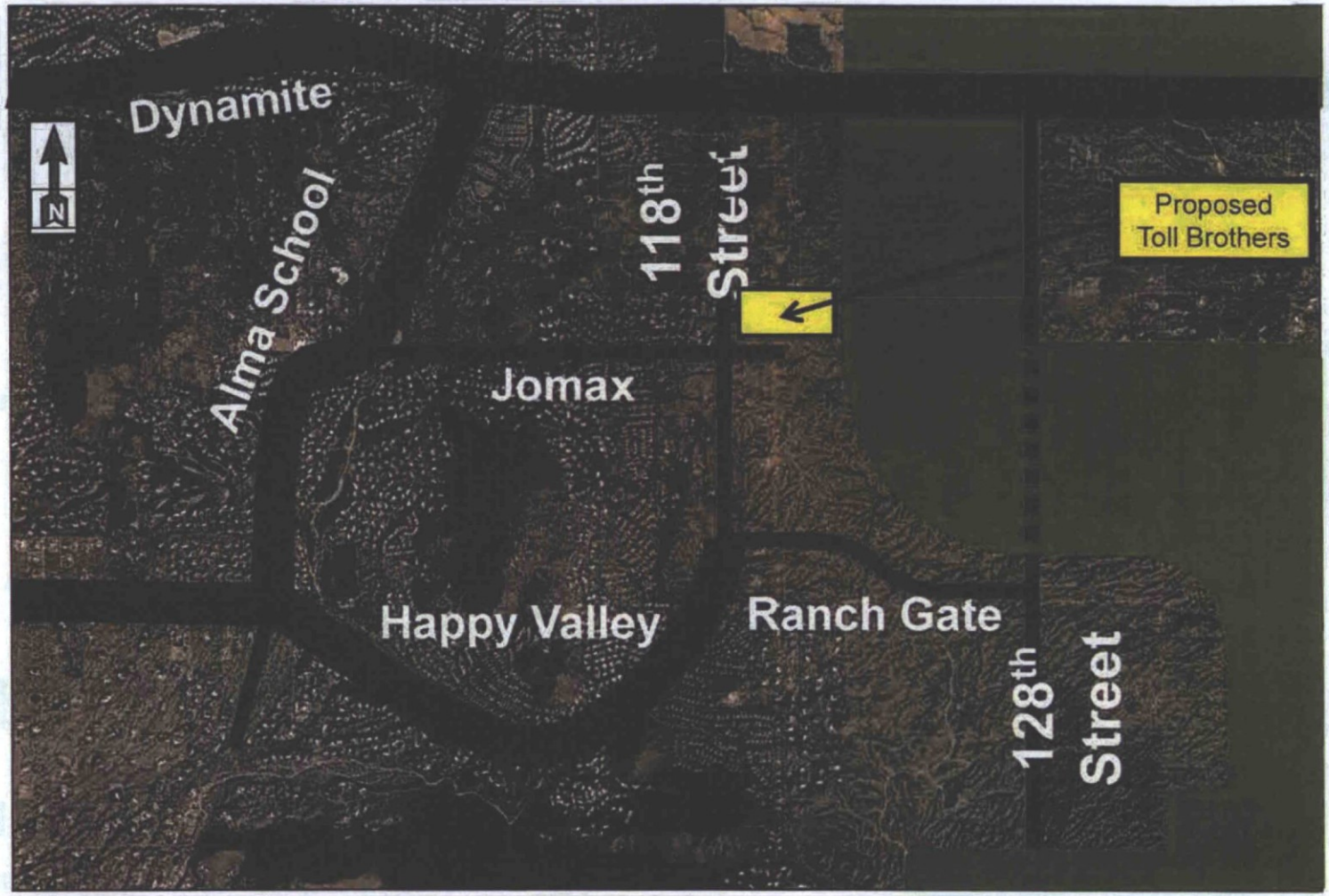
PROPOSED TRAILS

25-ZN-2016 & 2-AB-2017

118th & Jomax



LOCAL AREA INFRASTRUCTURE PLAN **25-ZN-2016 & 2-AB-2017**

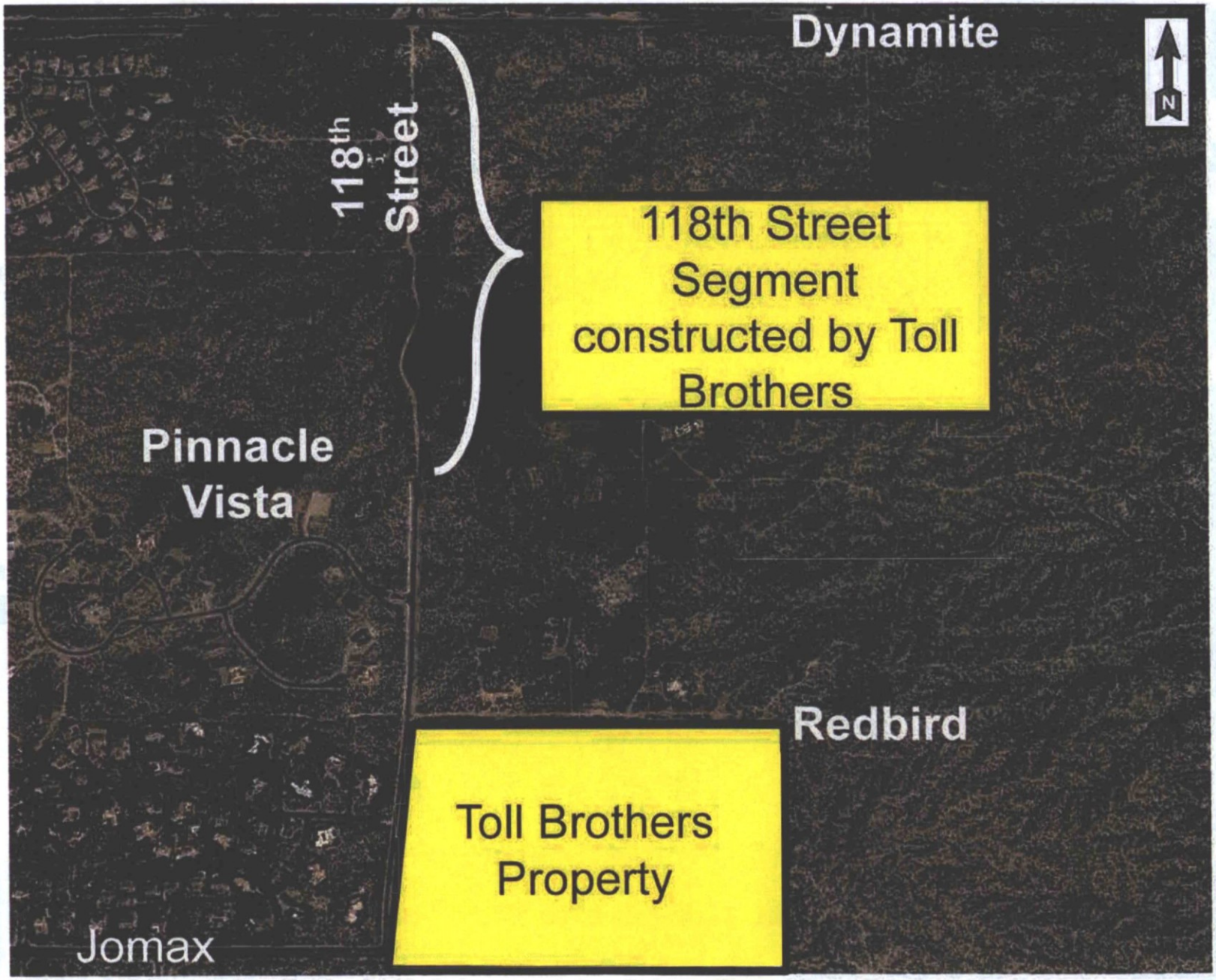


Existing 2 lanes-per-direction pavement

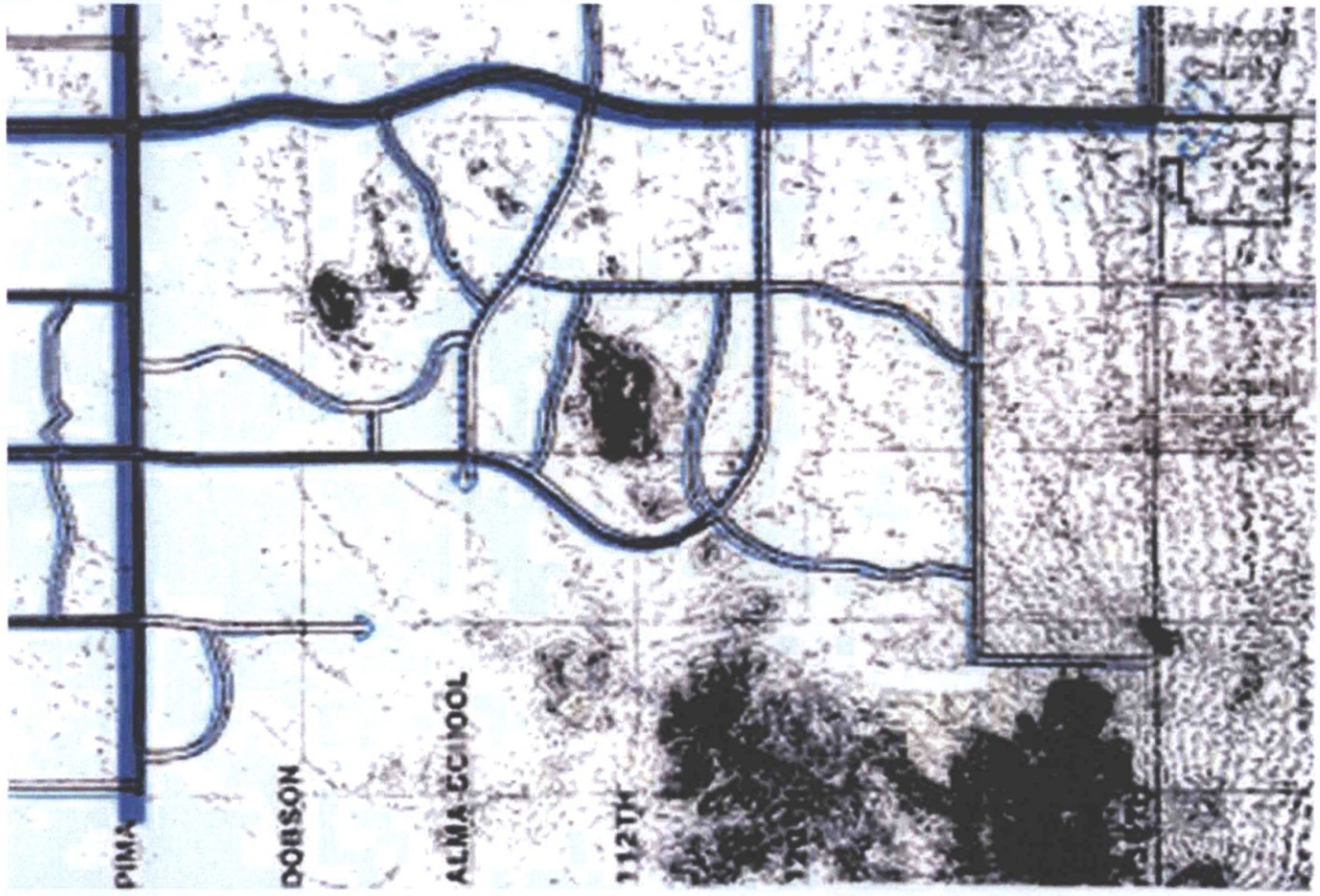
Existing 1 lane per direction pavement, shown in Transportation Master Plan as 2 lanes-

Existing 1 lane-per-direction pavement

In Transportation Master Plan not yet constructed


Dynamite
N
118th Street
118th Street Segment constructed by Toll Brothers
Pinnacle Vista
Redbird
Toll Brothers Property
Jomax

118th & Jomax



1/91

CIRCULATION ELEMENT

1991 GENERAL PLAN CIRCULATION ELEMENT 25-ZN-2016 & 2-AB-2017

Item 27

118th & Jomax

25-ZN-2016 & 2-AB-2017
City Council
June 13, 2017

Coordinator: Keith Niederer

118th & Jomax

Request:

1. Zoning District Map Amendment from R1-190 ESL & R1-130 ESL to R1-130 ESL, R1-70 ESL and R1-43 ESL on 68 +/- acres of an 80 +/- acre site to allow for a new 51 lot single-family residential subdivision.
2. Abandon certain Roadway and Public Utility Easements along the N. 120th Street alignment, Jomax Road alignment and Redbird Road alignment.
3. Adopt Resolution 10797 authorizing Development Agreement 2017-071-COS regarding the construction of N. 118th Street.

118th & Jomax



DETAIL AERIAL

25-ZN-2016 & 2-AB-2017

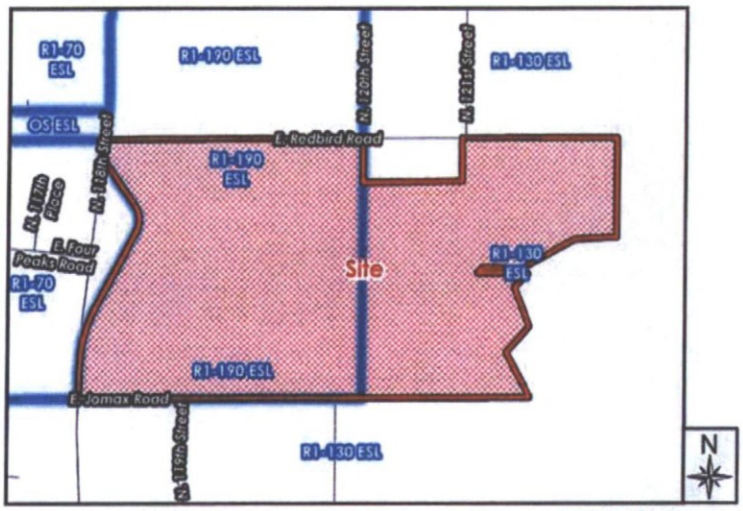
118th & Jomax



GENERAL PLAN LAND USE

25-ZN-2016 & 2-AB-2017

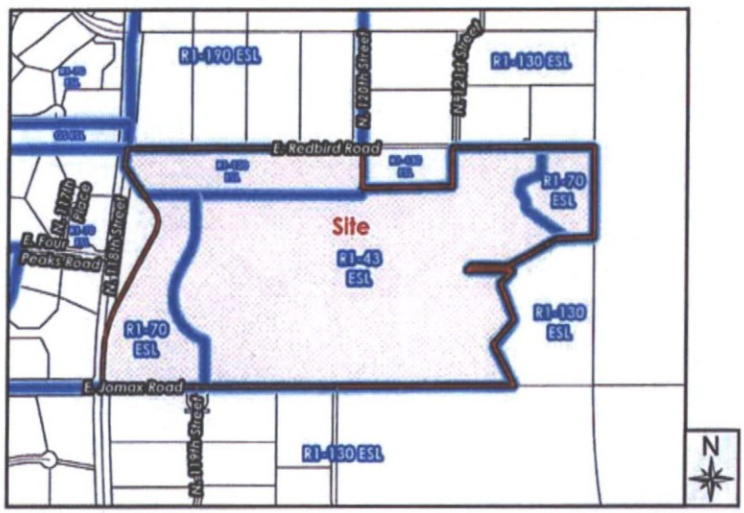
118th & Jomax



EXISTING ZONING

25-ZN-2016 & 2-AB-2017

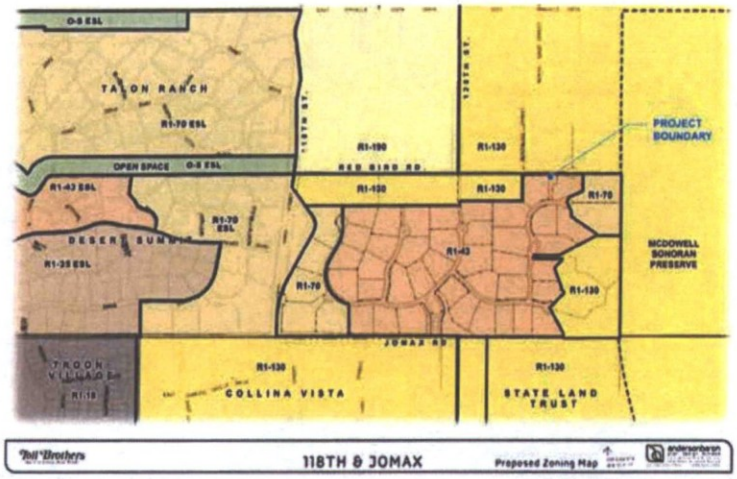
118th & Jomax



PROPOSED ZONING

25-ZN-2016 & 2-AB-2017

118th & Jomax



PROPOSED ZONING **25-ZN-2016 & 2-AB-2017**

118th & Jomax



PROPOSED ZONING **25-ZN-2016 & 2-AB-2017**

118th & Jomax



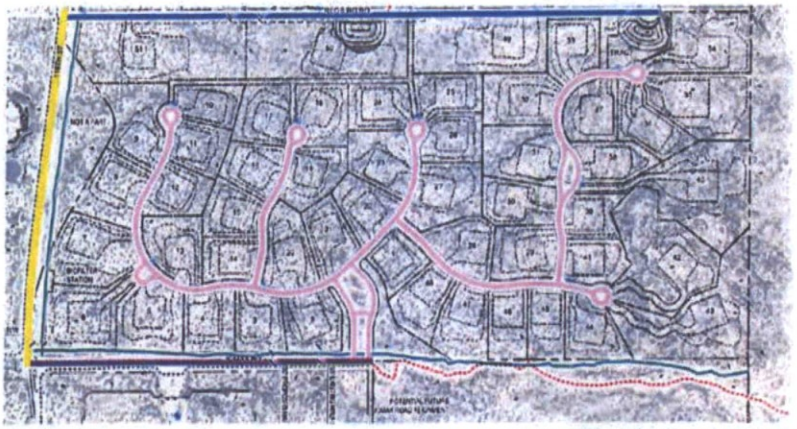
BOULDER & NAOS EASEMENTS 25-ZN-2016 & 2-AB-2017

118th & Jomax



ABANDONMENT REQUEST AREA 25-ZN-2016 & 2-AB-2017

118th & Jomax



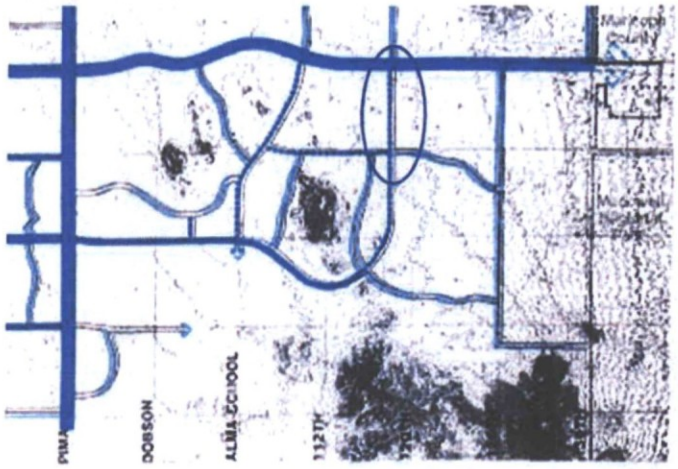
PROPOSED TRAILS 25-ZN-2016 & 2-AB-2017

118th & Jomax



LOCAL AREA INFRASTRUCTURE PLAN 25-ZN-2016 & 2-AB-2017

118th & Jomax



1991 GENERAL PLAN CIRCULATION ELEMENT 25-ZN-2016 & 2-AB-2017

118th & Jomax

Planning Commission heard this case on May 10th, and recommended approval by a 4-0 vote.

RECOMMENDATION 25-ZN-2016 & 2-AB-2017