

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

WHEN RECORDED, RETURN TO

(Dan Symer)

ONE STOP SHOP RECORDS

CITY OF SCOTTSDALE

7447 East Indian School Road, Suite 100

Scottsdale, AZ 85251

Q S	17-45
A P N	173-41-257
CASE NO	2-IP-2015

**AGREEMENT
FOR EVENING USE TERM IN-LIEU PARKING CREDITS**

THIS AGREEMENT FOR EVENING USE TERM IN-LIEU PARKING CREDITS (the "Agreement") is made and entered into this 25th day September, 2017 between the City of Scottsdale, an Arizona municipal corporation ("City"), and Equity Partners Group, a Limited Liability Corporation ("Property Owner")

RECITALS:

A The real property (the "Property") subject to this Agreement is more particularly described and depicted on Exhibit A attached hereto

B The Property Owner desires under the terms and provisions of this Agreement to develop the property and comply with the requirements of the City's Zoning Ordinance for onsite parking

C Whereas in the downtown overlay and downtown districts, and pursuant to Article IX of the City's zoning ordinance and Resolution No 8153, Property Owner may purchase evening use term parking credits from the City in-lieu of providing the required amount of onsite parking

D Whereas the Property Owner warrants to the City that the Bar use of the property that requires the evening use term parking credits is open for business only during the hours of 5 00 p m and 2 00 a m

E Whereas the maximum number of evening-use parking credits is limited to twenty-one (21) parking spaces

F Whereas the Property Owner shall receive approval from the City for a Public Safety Plan prior to the execution of this agreement, and that the property shall maintain a current Public Safety Plan as long as evening use term in-lieu parking credits are required to meet the parking requirements of the city's Zoning Ordinance

G The Property Owner and City voluntarily enter into this Agreement for the purchase of twenty-one (21) evening use term in-lieu parking credits and to establish the manner and method of payment for the in-lieu parking credits, including remedies for the breach of this Agreement

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Property Owner agree as follows

SECTION 1 PURCHASE OF IN-LIEU PARKING CREDITS

1 Recitals The recitals set forth above are hereby incorporated by this reference

1 1 Term of Agreement The term of this Agreement shall commence on the date first above written and unless terminated under the provisions of this agreement end at such time as Property Owner no longer requires evening use term in-lieu parking credits in order to comply with the parking requirements of the Zoning Ordinance of the City of Scottsdale

1 2 Number of In-Lieu parking credits Property Owner agrees to purchase evening use term in-lieu parking credits in the amount of twenty-one (21) spaces

1 3 Payment of Evening Use Term In-Lieu Parking Credits Property Owner shall pay to the City all of the following payments together with all other payments required by this Agreement (collectively referred to as the "In-lieu Fee")

1 4 In-Lieu Fee Items The Property Owner shall pay to the City each of the following items of the In-lieu Fee

1 4 1 Fixed Amount The evening use term payment for each in-lieu parking space credit shall be thirty-five dollars and forty-six cents (\$35.46). As set forth above in paragraph 1 2, the Property Owner has agreed to purchase twenty-one (21) parking credits and the minimum base in-lieu fee per month shall be twenty-one (21) credits x \$35.46 = \$744.66

1 4 2 Evening Use Term In-Lieu Fee Adjustment Each July 1st the Evening Use Term In-Lieu Fee shall be automatically adjusted upward or downward on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City average published by the United States Bureau of Labor Statistics (the "Cost of Living Index"). City may also elect to cause the adjustment to occur at the time of any assignment of the Property Owner's obligations under this Agreement. The amount of the Adjusted In-Lieu Fee (represented by the letter "R" in the formula set forth below) shall be equal to the then current Cost of Living Index number, as of the average of each month of the previous year before the adjustment (represented by the letter "C" in the formula set forth below), plus one (1), and multiplied by the original Evening Use Term In-Lieu Fee amount

(represented by the "\$" symbol in the formula set forth below) This computation is expressed by the following formula

$$R = (C + 1) \times \$$$

1 4 4 Adjustments to the Adjusted Evening Use Term In-Lieu Fee

The Adjusted Evening Use Term In-Lieu Fee specified in Section 1 4 3, above, shall be automatically adjusted upward, or downward, each July 1st after the Evening Use Term In-Lieu Fee adjustment Utilizing the methodology and formula in Section 1 4 3, the existing Adjusted Evening Use Term In-Lieu Fee shall be represented by the "\$", and the new Adjusted In-Lieu Fee shall be represented by the "R"

1 4 5 Late Fees Should any Evening Use Term In-Lieu Fee not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars (\$100) Furthermore, any Evening Use Term In-Lieu Fee that is not timely paid shall accrue a simple interest at the rate of one and a half percent (1½%) per month, and compounded monthly from the date the amount first came due until paid The Property Owner expressly agrees that the foregoing represents fair and reasonable charges estimated to cover the City's costs (such as accounting, administrative, legal, and processing costs, etc) in the event of a delay in payment of the Evening Use Term In-Lieu Fee City shall have the right to allocate any payment received from the Property Owner among Property Owner's unpaid obligations to the City

1 4 6 Evening Use Term In-lieu Fee Payment Date The Property Owner shall pay all In-lieu Fees in advance for each month on the 25th day of the prior month In the event an amount is not known in advance, City shall have the right to estimate the amount, with an adjustment to be made within sixty (60) days after the actual amount becomes known The Evening Use Term In-Lieu Fee is deemed paid only when the City actually receives valid payment

1 4 7 Payments Made Payments shall be made via mail or in person to Customer Service, Suite 110, 7447 East Indian School Road, Scottsdale, Arizona 85251

1 5 Evening Use Term In-lieu Parking Credits Property Owner acknowledges that parking credits obtained by payment of the Evening Use Term In-lieu Fee are only for the term of the activity or use requiring the parking and are not permanently credited to the property The Evening Use Term in-lieu parking credits are temporary in all forms and shall expire upon termination of the activity requiring the parking or expiration of this Agreement Upon expiration or termination of this Agreement, Property Owner is not entitled to parking credits in any form

SECTION 2 PUBLIC PARKING

2 The Property Owner, and/or its tenants shall in all respects conform to each of the following provisions

2 1 Public Parking Restrictions The payment of Evening Use Term In-lieu parking fees does not provide the Property Owner with exclusive use of any public parking spaces. Property Owner shall not obstruct, prohibit or prevent any person or vehicle from utilizing a public parking space, without a separate agreement, such as a valet license agreement. Property Owner agrees to expressly prohibit its tenants from doing the same.

2 2 Nonexclusive signage Property Owner shall not erect signage or otherwise communicate that any public parking space is subject to the exclusive use of the Property Owner or its tenant, without a separate agreement. Property Owner agrees to expressly prohibit its tenants from doing the same.

SECTION 3 BREACH AND REMEDIES

3 The Property Owner shall comply with, perform, and do each of the things required by the Property Owner herein, and Property Owner's failure to do so shall be a breach by the Property Owner of this Agreement.

3 1 Event of Default This agreement is made upon the condition that each of the following events shall be deemed an "Event of Default" and a material breach by the Property Owner of the obligations under this Agreement.

3 1 1 If the Property Owner is in arrears of the Evening Use Term In-Lieu Fee, including any Late Fees described in Section 1 4 5, and does not cure such arrearages within ten (10) days after the City has notified the Property Owner in writing of such arrears.

3 1 2 If any representation or warranty made by the Property Owner in connection with this Agreement, or the negotiations leading to this Agreement shall prove to be false in any material respect when made.

3 1 3 If the Property Owner assigns or attempts to assign this Agreement to a third party without strictly complying with Section 6 of this Agreement.

3 2 City Remedies Following the occurrence of any Event of Default, the City may, at its option and without further demand or notice, exercise any or all, or any combination of the following remedies.

3 2 1 Terminate this Agreement The City may terminate this Agreement for non-payment of the Evening Use Term In-Lieu Fee or for any other Event of Default. Termination of this Agreement does not terminate the Property Owner's obligation to pay any Evening Use Term In-lieu Fees, Late Fees or interest accruing thereon which becomes due prior to termination of this Agreement, or in any way terminate the Property Owner's liability related to any breach of this Agreement. Pursuant to Section 1 4 5 of this Agreement, interest will continue to accrue on any amount in arrears until paid.

3 2 2 Enforce a lien Property Owner acknowledges and hereby grants a lien that may be recorded against the property described in Exhibit A to the City for any unpaid Evening Use Term In-lieu Fees, Late Fees and interest accruing thereon prior to or following termination of this Agreement. This lien may be enforced by the City and at the

City's option upon the property or any other property acquired hereafter by the Property Owner to secure all Property Owner's obligations hereunder after any Event of Default

3 2 3 Notice of violation The Property Owner acknowledges and agrees that if the City terminates this Agreement for any Event of Default by the Property Owner, such notice of termination or default shall also serve as a "Notice of Violation" of the parking requirements of the Zoning Ordinance of the City of Scottsdale. The City's notice of default or termination to the Property Owner shall be in writing and is not required to state that the same is also a Notice of Violation

3 2 4 Issue a citation Thirty-one (31) days following Property Owner's receipt of any notice of violation, or notice of termination or default of this Agreement, the City may, issue a citation to the Property Owner for a violation of the city's parking requirements, unless such violation has otherwise been cured by Property Owner within those thirty-one (31) days

3 2 5 Certificate of Occupancy Upon Property Owner's violation of the parking requirements of the City's Zoning Ordinance, the City may revoke any or all Certificate(s)-of-Occupancy for the building(s) and tenant area(s) on the property, and prohibit occupancy of the building(s) and tenant area(s)

3 2 6 Other Remedies At the Property Owner's expense, the City may pursue any and all other remedies and rights, legal or equitable, to which the City is entitled or permitted by law

3 2 7 No City Obligation to Perform The City may be excused from further performance of this Agreement

3 3 Non-wavier Property Owner acknowledges Property Owner's unconditional obligation to comply with this Agreement. No failure by City to demand any performance required of the Property Owner under this Agreement, and no acceptance by the City of any imperfect or partial performance under this Agreement, shall excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by the City of any payment or other performances hereunder shall be deemed a compromise or settlement of any claim the City may have for additional or further payments or performances. Any waiver by the City of any breach of condition or covenant contained herein to be kept and performed by Property Owner shall not be construed as a waiver by the City and shall not operate to bar or otherwise prevent City from declaring a default for any breach, or continuing breach of the same condition, or covenant, or otherwise. No statement, bill or notice by the City concerning payments or other performances due hereunder shall excuse Property Owner from compliance with this Agreement nor estop or otherwise impair the City's ability to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (including any waiver of this sentence or paragraph) shall be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver. PROPERTY OWNER EXPRESSLY DISCLAIMS, AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER, OR OTHER CHANGE, OR MODIFICATION, WHETHER BY WORD, OR CONDUCT, OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH

3.4 Default by City Notwithstanding anything in this Agreement to the contrary, in the event City, at any time, is required to pay Property Owner any amount or render any performance, such amount or performance is not due until thirty (30) days after notice by the Property Owner to the City that the amount has become payable or that the performance is due. In the event a cure cannot be affected during that period, the City shall not be in default so long as the City commences a cure during the thirty (30) day period and diligently prosecutes the cure to completion, provided such cure must be completed within ninety (90) days after it is due.

3.5 Funding This subparagraph shall control notwithstanding any provision of this Agreement, or any exhibit or other agreement, or document related hereto. In the event funds necessary to fulfill City obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement by thirty (30) days notice to Property Owner. Termination in accordance with this provision shall not constitute a breach of this Agreement by the City. No person will be entitled to any compensation, damages or other remedy from City if this Agreement is terminated pursuant to the terms of this subsection. Upon termination of this Agreement pursuant to the terms of this subsection, Property Owner acknowledges that Property Owner must remain in compliance with the parking requirements of the City's Zoning Ordinance. Property Owner must demonstrate to the satisfaction of the City's Zoning Administrator that the parking requirements of the City's Zoning Ordinance have been met by a method permitted in the Zoning Ordinance, other than the parking in-lieu credit option.

SECTION 4 TERMINATION

4 Rights of Termination The following provisions shall apply upon expiration or termination of this Agreement for any reason.

4.1 Request to Terminate Upon receipt of a written request from the Property Owner to the City's Zoning Administrator, the City may terminate this Agreement after verification by City's Zoning Administrator that the evening use term in-lieu parking credits are no longer required to meet the parking requirements of the city's Zoning Ordinance. Property Owner shall demonstrate in writing to the Zoning Administrator the methodology Property Owner will use to comply with the City's parking requirements prior to the termination of this Agreement. The methodology shall be in accordance with the City's Zoning Ordinance. If the City, through its employee(s), determines that the evening use term in-lieu parking credits are required to meet the parking requirements of the City's Zoning Ordinance, the City will reject Property Owner's request to terminate this Agreement. The City is not required to provide written notice to the Property Owner if the Property Owner's request to terminate this Agreement is not accepted.

4.2 Continuation of Property Owner's Obligations Termination of this Agreement by the Property Owner or the City does not terminate the Property Owner's obligation to pay any Evening Use Term In-lieu Fees, Late Fees or interest accruing thereon which became due prior to termination of this Agreement, or in any way terminate the Property Owner's liability related to any breach of this Agreement and interest will continue to accrue on any late amount until paid.

4.3 Compliance with the Zoning Ordinance Property Owner acknowledges Property Owner's unconditional obligation to comply with the Zoning Ordinance of the City of Scottsdale upon termination of this Agreement

SECTION 5 COMPLIANCE WITH LAW

5 Laws Regulations Rules Property Owner shall perform all obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations, or other rules or policies as are now in effect or may hereafter be adopted or amended

5.1 Applicability of Municipal Law Without limitation, the Property Owner shall comply with municipal laws as follows

5.1.1 Property Owner 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 Property Owner with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Scottsdale, or any other governmental body upon or affecting the Property or Property Owner

5.1.2 All of Property Owner's obligations herein 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 the Property Owner

5.1.3 This Agreement does not impair the City of Scottsdale's power to enact, apply, or enforce any laws, or regulations, or exercise any governmental powers affecting in any way the Property Owner, the monthly parking credits or the City's Zoning Ordinance

5.1.4 The City's rights and remedies under this Agreement for the Property Owner's failure to comply with all applicable laws, supplements, and are in addition to, and do not replace the otherwise existing authority of the City of Scottsdale or any other governmental body

SECTION 6 ASSIGNMENT

6 Assignability This Agreement is assignable by Property Owner in strict compliance with the following

6.1 Assignment Requirements This Agreement shall be assignable by the Property Owner only in strict compliance with each of the following requirements

6.1.1 No arrearages No assignment of this Agreement will be made or effective, if at the time of assignment Property Owner is in arrears as to any portion of the Evening Use Term In-lieu Fee or Late Fees

6 1 2 City approval required No assignment of this Agreement will be made or effective without prior written notice by the Property Owner to the City and prior written approval by the Zoning Administrator of the City of Scottsdale

6 1 3 Subsequent Owners Only assignment of this Agreement will be made or effective where the assignee is the fee simple title holder to the Property subsequent to the Property Owner No assignment of this Agreement will be made or effective to an assignee that is a tenant or holds less than fee simple title to the Property

6 2 Assignment Remedies Any prohibited assignment shall be void and vest no rights in the assignee Nevertheless, City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise and in any combination, collect the Evening Use Term In-lieu Fee from the assignee and apply the net amount collected to the Evening Use Term In-lieu Fee required to be paid herein and/or void the assignment, all without prejudicing any other right or remedy of the City under this Agreement No cure or grace periods shall apply to assignments prohibited by this Agreement or to enforcement of this Agreement against an assignee who did not receive City's approval City may elect to increase the Evening Use Term In-lieu Fee provided for herein as a condition to consenting to any assignment

6 3 No Wavier Absent strict compliance with Section 6 1 of this Agreement, no acceptance of payment, or other action or inaction by City shall be deemed a waiver of the assignability provisions or any other provision of this Agreement, nor shall it be deemed acceptance of the assignment or a release of Property Owner from the further performance of the provisions of this Agreement An effective and valid assignment of this Agreement shall not relieve Property Owner or the assignee from complying with Section 6 1 of this Agreement for any further assignment

6 4 Enforceability after Assignment This Agreement shall be enforceable personally and in total against each assignee of this Agreement

6 5 Grounds for Refusal No assignments of this Agreement are contemplated, or bargained for The City has the absolute right for any reason, or for no reason and in its sole discretion to give or withhold consent to any assignment, or to impose any conditions upon any assignment The Property Owner shall pay to the City the sum of Five Hundred Dollars (\$500) for legal and administrative expenses related to any request for approval of an assignment

6 6 Form of Assignment Any assignment shall be by agreement in form and content acceptable to the City Without limitation, any assignment shall specify and require that each assignee of this Agreement shall assume, be bound by and be obligated to perform and agrees to the terms and conditions of this Agreement

6 7 Transfer of the Property Future Owner's rights and obligations upon transfer of title to the Property

6 7 1 While this Agreement is in effect, no transfer of fee simple title to the Property shall occur without a corresponding assignment of Property Owner's rights under this Agreement to the assignee, and assumption of Property Owner's obligations under this Agreement by the grantee

6 7 2 In addition to all of City's other remedies, City shall have the right to unilaterally terminate this Agreement if this Agreement is not assigned to and assumed by any assignee of the Property, even if the assignment is prevented by City's failure to approve such assignment

6 7 3 Property Owner shall give City thirty (30) days advance notice of any transfer of fee simple title to the Property

SECTION 7 MISCELLANEOUS

7 **Miscellaneous** The following additional provisions shall apply

7 1 **Limited Severability** In the event any term, condition, covenant, stipulation, agreement, or provision contained herein is held to be invalid or unenforceable for any reason, the invalidity of the same shall in no way affect any other term, condition, covenant, stipulation, agreement, or provision contained herein Further, this Agreement shall be deemed automatically reformed to secure to the City the legal, equitable, practical, and other benefits of the provisions of this Agreement as written to the very maximum extent permitted by law

7 2 **Conflicts of Interest** No member, official, or employee of City shall have any direct or indirect personal interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law

7 3 **No Partnership** This Agreement and the transactions and performances contemplated herein shall not create any sort of partnership, joint venture or similar relationship between the parties

7 4 **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 the City, or for any performance or amount that may become due to any party, or successor, or with respect to any obligation of City under the terms of this Agreement or related to this Agreement

7 5 **Notices** Notices pertaining to this Agreement shall be given in writing and personally served upon the other party or mailed by registered or certified mail, return receipt requested, postage prepaid and addressed to

If to City

Zoning Administrator
City of Scottsdale
74474 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

Copies to

City Attorney
City of Scottsdale
3939 North Drinkwater Boulevard
Scottsdale, Arizona 85251

If to Property Owner

Shahrod Yan
Equity Partners Group LLC
4501 N Scottsdale Road #201
Scottsdale, Az 85251

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 the Property Owner may instead be hand delivered to 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 Postal Service mail.

7.6 Time of Essence Time is of the essence of each and every provision of this Agreement. Any payments due on Saturday, Sunday, or an Arizona legal holiday shall be due on the next succeeding day that is not a Saturday, Sunday, or an Arizona legal holiday.

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

7.9 Action or Suit In the event any action, lawsuit 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 party which does not prevail shall pay all costs of the prevailing party in the suit, action, or proceeding together with the reasonable attorneys fees of the prevailing party.

7.10 No Third Party Beneficiaries Except for limited provisions, if any, expressly stated to be "for the benefit of a third party, if any, no person, or entity shall be a third party beneficiary to this Agreement, or shall have any right, or cause of action hereunder.

7.11 Exhibits All Exhibits specifically stated to be attached hereto are incorporated into this Agreement by this reference.

7.12 Integration This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes any prior agreement, understanding, negotiation, or representation regarding the evening use term in-lieu parking credits.

7.13 Further Assurances Property Owner and City agrees to do such further acts and to execute and deliver such additional agreements and instruments as may be reasonably required to consummate, evidence, confirm or carry out this Agreement.

7.14 Construction Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement shall be construed according to its plain meaning and neither for nor against any party hereto. Property Owner acknowledges that the In-lieu Fee payable hereunder was negotiated 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 Property Owner

7 15 Survival of Liability All obligations of Property Owner hereunder and all warranties and indemnities of Property Owner hereunder shall survive termination of this Agreement for any reason

7 16 Choice of Law This Agreement shall be governed by the internal laws of the State of Arizona Exclusive proper venue for any action regarding this Agreement shall be Maricopa County

7 17 Approvals and Inspections All approvals, reviews, and inspections by City under this Agreement, or otherwise, are for the City's sole benefit, and not the Property Owner's benefit

7 18 Recording Within forty-five (45) days after the date of the Agreement, City shall cause this Agreement to be recorded in the office of the Maricopa County Recorder

7 19 Statutory Cancellation Right In addition to its other rights hereunder, City shall have the rights specified in Arizona Revised Statutes §38-511

EXECUTED as of the date first given above

PROPERTY OWNER

Equity Partners Group, a
Limited Liability Corporation


By _____
Shahrod Yari

CITY

CITY OF SCOTTSDALE
an Arizona Municipal Corporation

By _____
Randy Grant
Zoning Administrator

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

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

State of Arizona)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, of _____, a(n) _____ (Limited Liability Corporation/Corporation/Partnership/Sole Perpetrator) for and on behalf of the (Limited Liability Corporation/Corporation/Partnership/Sole Perpetrator)

NOTARY PUBLIC

My Commission Expires _____

State of Arizona)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Randy Grant, Zoning Administrator of the City of Scottsdale, an Municipal Corporation

NOTARY PUBLIC

My Commission Expires _____

Classified

TO PLACE AN AD, PLEASE CALL 602-444-4444

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WHERE TO GO

6830 Public Notices 6830 Public Notices 6830 Public Notices 6830 Public Notices 6830 Public Notices 6830 Public Notices 6830 Public Notices



NOTICE OF CITY COUNCIL HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Scottsdale, Arizona, will hold a public hearing on August 28, 2017, at 5:00 P.M. in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

25-214-2015 (Scottsdale Fashion Square Mall) Request by owner for a Zoning District Map Amendment on a +- 66-acre site from Downtown Regional Commercial Office - Type 2, Planned Block Development, Downtown Overlay (D/O) to Downtown/Downtown Regional Use - Type 2, Planned Block Development, Downtown Overlay (D/O) and approval of a Development Plan with building height up to 150 feet, located on the northwest corner of Camelback Road and Scottsdale Road (6900, 7000, 7003, 7014, 7032, 7102, 7150, 7055 E. Camelback Road, 4640 N. Goldwater Blvd., 7000 E. Via Goleni Drive, 4710, 4600, 4510, 4610, 4626, 4700, 4720 N. Scottsdale Road, and 7001 E. Highland Avenue). Staff contact person is Bryan Chaff, 480-312-2258. Applicant contact person is John Berry, 480-365-2717.

1-11-2016 (Scottsdale Fashion Square Mall) Request by owner for approval of a Downtown Infill Incentive District application over +- 1.3 acres of a +- 66-acre site with Downtown/Downtown Regional Use - Type 2, Planned Block Development, Downtown Overlay (D/O) zoning by approving a Development Plan and amendments to Property Development Standards of the Zoning Ordinance regarding the inclined steepback plan adjacent to the Downtown Boundary, specifically at the northeast corner of the Development Plan area located on the northwest corner of Camelback Road and Scottsdale Road. Staff contact person is Bryan Chaff, 480-312-2258. Applicant contact person is John Berry, 480-365-2717.

1-11-2017 (Scottsdale Discount Auto) Request by the applicant for a Conditional Use Permit for Vehicle Repair located at 1820 North 87th Street with Highway Commercial (C-3) zoning. Staff contact person is Jeff Barnes, 480-312-2376. Applicant contact person is Herbert Wagner, 480-745-8555.

3-11-2017 (101 Restaurant) Request by owner for a Conditional Use Permit for live entertainment on a +- 13,042 square foot site with Highway Commercial (C-3) zoning located at 8740 E. Frank Lloyd Wright Blvd. Staff contact person is Keith Niederm, 480-312-2863. Applicant contact person is Mike Leary, 480-901-1111.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN

Attest

For additional information visit our web site at www.scottsdaleaz.gov

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE CLERK'S OFFICE AT (480-312-2412). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8839) MAY CONTACT THE CLERK'S OFFICE AT (480-312-2412).



NOTICE OF CITY COUNCIL HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Scottsdale, Arizona, will hold a public hearing on August 28, 2017, at 5:00 P.M. in the City Hall Kiva, 3939 N. Drinkwater Boulevard, Scottsdale, Arizona, for the purpose of hearing all persons who wish to comment on the following:

10-214-2015 (Ravenna Real Townhomes (aka Hudson East)) Request by owner for a Zoning District Map Amendment from Neighborhood Commercial (C-1) to Multiple-Family Residential (R-3) zoning on a +- 1.27-acre site located at 8340 & 8350 E. McDonald Drive. Staff contact person is Dan Syme, ACP, 480-312-4218. Applicant contact person is Alexandra Schuchler, 480-947-8804.

11-214-2015 (Ravenna Real Townhomes (aka Hudson East)) Request by owner for a non-major General Plan amendment to the City of Scottsdale General Plan 2004 to change the land use designation from Commercial to Urban Neighborhoods on a +- 1.27-acre site located at 8340 & 8350 E. McDonald Drive. Staff contact person is Dan Syme, ACP, 480-312-4218. Applicant contact person is Alexandra Schuchler, 480-947-8804.

15-111-2015 (Majestic's Sports Grill) Request by owner for a Conditional Use Permit for a bar use on a +- 7,046 square foot site with Central Business District/Parking P-3 Downtown Overlay (C-2P-3 DO) zoning located at 4425 N. Saddlebag Trail. Staff contact person is Greg Bloomberg, 480-312-4306. Applicant contact person is Mickey Henley, 480-886-8846.

16-111-2016 (Majestic's Sports Grill) Request by owner for a Conditional Use Permit for live entertainment on a +- 7,046 square foot site with Central Business District/Parking P-3 Downtown Overlay (C-2P-3 DO) zoning located at 4425 N. Saddlebag Trail. Staff contact person is Greg Bloomberg, 480-312-4306. Applicant contact person is Mickey Henley, 480-886-8846.

2-11-2016 (Majestic's Sports Grill) Request by owner for approval of twenty-one (21) in-lieu parking credits for a business on 7,646 sq. ft. of a +- 1.27-acre, 173-square foot site with Central Business District/Parking P-3 Downtown Overlay (C-2P-3 DO) zoning located at 4425 N. Saddlebag Trail. Staff contact person is Greg Bloomberg, 480-312-4306. Applicant contact person is Mickey Henley, 480-886-8846.

17-111-2016 (L'Amore (aka Skyline) Renovation) Request by owner for an amendment to an existing Conditional Use Permit for a bar, consisting of a change to the floor plan and addition of a patio, on a +- 16,328 square-foot space located at 7340 E. Indian Plaza with Central Business District, Parking District, Downtown Overlay (C-2P-3 DO and P-2 DO) zoning. Staff contact person is Greg Bloomberg, 480-312-4306. Applicant contact person is Bret Ryan, 480-966-8801.

01-111-2017 (L'Amore (aka Skyline) Renovation) Request by owner for an amendment to an existing Conditional Use Permit for live entertainment, consisting of a change to the floor plan and addition of a patio, on a +- 16,328 square-foot space located at 7340 E. Indian Plaza with Central Business District, Parking District, Downtown Overlay (C-2P-3 DO and P-2 DO) zoning. Staff contact person is Greg Bloomberg, 480-312-4306. Applicant contact person is Bret Ryan, 480-966-8801.

A case file on the subject properties is on file at 7447 E. Indian School Road, Suite 105, where it may be viewed by any interested person.

A COPY OF A FULL AGENDA, INCLUDING ITEMS CONTINUED FROM PREVIOUS MEETINGS IS AVAILABLE AT LEAST 24 HOURS PRIOR TO THE MEETING AT THE FOLLOWING

City Hall, 3939 N. Drinkwater Boulevard

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

ALL NON-REMOTE SITE PUBLIC HEARINGS ARE HELD IN THE COUNCIL CHAMBERS, SCOTTSDALE CITY HALL, 3939 N. DRINKWATER BOULEVARD, SCOTTSDALE, ARIZONA.

CHAIRMAN

Attest

For additional information visit our web site at www.scottsdaleaz.gov

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE CLERK'S OFFICE AT (480-312-2412). REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION. FOR TTY USERS, THE ARIZONA RELAY SERVICE (1-800-367-8839) MAY CONTACT THE CLERK'S OFFICE AT (480-312-2412).

news, go to streetscout.com



STREETSCOUT

Home values. Because home matters.

Pre-application No.: 809-PA-2012
Project Name: _____

AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER

1. This affidavit concerns the following parcel of land:

- a. Street Address: 4425 N Saddlehorn Trail #105
- b. County Tax Assessor's Parcel Number _____
- c. General Location _____
- d. Parcel Size: _____
- e. Legal Description: _____

(If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.

3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.

4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the general manager of the Scottsdale Planning and Development Services Department a written statement revoking my authority.

5. I will immediately deliver to the general manager of the City of Scottsdale Planning and Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.

6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.

7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land and may expose me or the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)
Equity Partners Group LLC

Date
2-5 2013

Signature
Shepherd Vari

