

CITY COUNCIL REPORT



Meeting Date: August 28, 2017
 General Plan Element: *Land Use*
 General Plan Goal: *Determine the appropriateness of all development in terms of community goals, surrounding area character, and the specific context of the surrounding neighborhood*

ACTION

Westworld 15 (Lanes End)
 6-PP-2016

Request to consider the following:

1. Approval of the final plat for a 15-lot residential subdivision on a 7.5-acre site, located at the western end of N. 102nd Street, zoned Single Family Residential, Environmentally Sensitive Lands (R1-10 ESL).

Goal/Purpose of Request

This request is for a new 15-lot residential subdivision on a 7.5-acre site with amended development standards.

Key Items for Consideration

- Utilizes amended development standards
- Density is consistent with the surrounding neighborhoods
- Old Rio Verde Canal preserved as NAOS in Tracts
- Development Review Board heard this case on May 4, 2017 and approved the preliminary plat with a 6-1 vote.
- Construction access agreement through school/park site to address neighborhood concerns.

Related Policies, References:

Zoning Ordinance

3-ZN-2007: Approval of a rezone from R1-35 ESL to R1-10 ESL

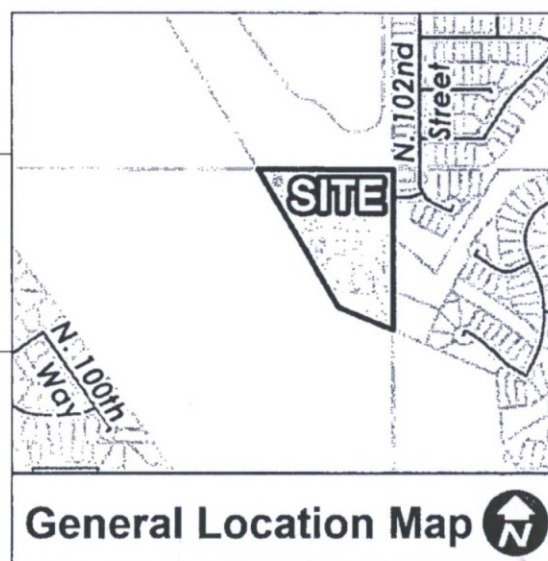
OWNER

Westworld 15, LLC
 480-367-4316

APPLICANT CONTACT

Tom Kirk
 Camelot Asset One LLC
 480-367-4350

Action Taken _____



LOCATION

102nd St. and McDowell Mountain Ranch Rd.

BACKGROUND

General Plan

The General Plan Land Use Element designates this property as Suburban Neighborhoods. This category includes uses typical to residential neighborhoods and allows for densities ranging from one to eight homes per acre.

Zoning

This site is zoned Single-family Residential, Environmentally Sensitive Lands (R1-10 ESL). This zoning district allows residential developments as well other uses such as places of worship, and schools. This site was rezoned for R1-35 ESL to R1-10 ESL in 2007 (3-ZN-2007).

Context

This property is located at the western end of N. 102nd Street about ½ mile south of McDowell Mountain Ranch Road and two thousand feet east, southeast of North Thompson Peak Parkway. This site is within the Lower Desert Landform and contains a portion of the Old Rio Verde Canal. Please refer to context graphics attached.

Adjacent Uses and Zoning

- North: A large park and school site, zoned O-S ESL
- South: Golf Course within the Central Arizona Project (CAP) retention basin, zoned O-S ESL
- East: A single-family subdivision, zoned R-4 ESL and R1-5 ESL
- West: Golf Course within the CAP retention basin, zoned O-S ESL

IMPACT ANALYSIS

Airport Vicinity

The required Avigation easement is dedicated on the final plat.

Traffic

No traffic impacts are anticipated with the proposed subdivision. A construction access agreement through the adjacent school/park site to the north has been provided to address neighborhood concerns.

Water/Sewer

Water and Sewer Design Reports were reviewed and accepted by the Water Resources Division. The applicant will construct all water and sewer improvements needed to serve the proposed subdivision.

Public Safety

No impacts to existing service levels are anticipated. The nearest fire station is located at 16701 N. 100th St. approximately 5,873 feet from the site.

Open Space/Natural Area Open Space

The site includes a portion of the Old Rio Verde Canal corridor. This area will be retained as Natural Area

Open Space. The site abuts developed open space uses on two of its three sides.

Community Involvement

At the Development Review hearing, several residents spoke with concerns on the construction traffic associated with the development of this subdivision which has one access point through the existing neighborhood. An agreement for a temporary construction access for the large trucks through the park/school land north of site has been completed.

Policy Implications

This final plat is consistent in density, street alignment, and open space with the requirements of the Zoning Ordinance, and the Design Standards and Policy Manual. All stipulations and ordinance requirements have been addressed. Approval of this request will enable the final plat to be recorded, establishing lots, streets, easements and common tracts.

OTHER BOARDS & COMMISSIONS

Development Review Board/Commission

Development Review Board heard this case on May 4, 2017 and approved the preliminary plat with amended standards with a 6-1 vote.

STAFF RECOMMENDATION

Recommended Approach:

Approval of a final plat for a 15-lot residential subdivision on a 7.5-acre site, located at the western end of N. 102nd Street, zoned Single Family Residential, Environmentally Sensitive Lands (R1-10 ESL).

RESPONSIBLE DEPARTMENT(S)

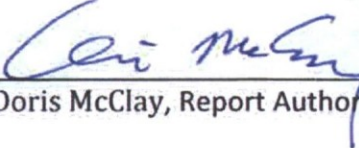
Planning and Development Services

Current Planning Services
Stormwater Management
Traffic Engineering
Fire and Life Safety

STAFF CONTACT(S)

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

APPROVED BY


Doris McClay, Report Author

8/11/17
Date


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

8/11/2017
Date


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

8/14/17
Date

ATTACHMENTS

1. Context Aerial
- 1A. Aerial Close-Up
2. Preliminary Plat
3. Final Plat
4. May 4, 2017 Development Review Board meeting minutes
5. Construction access agreement/map



Westworld 15 (Lanes End)

6-PP-2016

ATTACHMENT 1



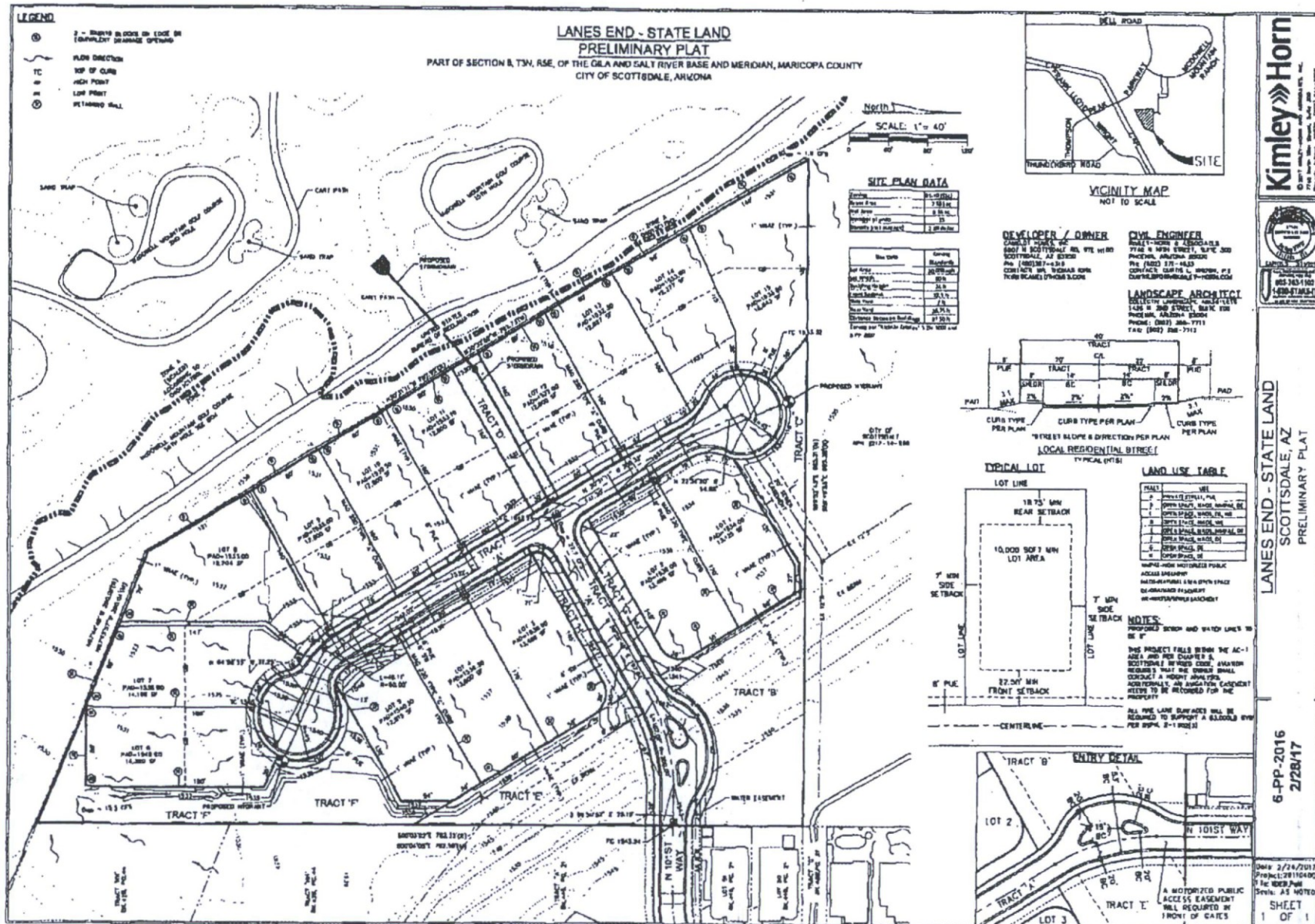
Q.S.
34-52

Google Earth Pro Imagery

Westworld 15 (Lanes End)

6-PP-2016

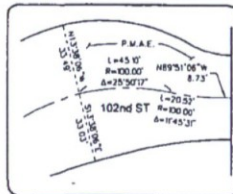
ATTACHMENT 1A



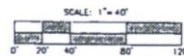
LEGEND

- FOUND BRASS CAP AS NOTED
- FOUND 1/2" REBAR AS HOTO
- 0 SCL 1/2" REBAR WITH CAP, RLS #A1884
- NEW STREET CENTERLINE MONUMENT
- REF WAS DET. 170-1, TYPE "B", SEE NOTE #4
- BOOK AND PAGE
- B.O.R. BUREAU OF RECLAMATION
- B.W.F. BARRIED WIRE FENCE
- C.O.S. CITY OF SCOTTSDALE
- D.C.T. DETENTION
- G.L.O. GENERAL LAND OFFICE
- U.S.O.I. UNITED STATES DEPARTMENT OF INTERIOR
- D.E. DRAINAGE EASEMENT
- LI (LIQUIDITY SERVICE VEHICLE ACCESS EASEMENT)
- MADES EAS. HISTORICAL AREA OPEN SPACE
- MADES E.V.C. NON-WAQS, EXCEPTION
- N.M.P.A.E. NON-MOTORIZED PUBLIC ACCESS EASEMENT
- P.M.A.E. PUBLIC MOTORIZED ACCESS EASEMENT, DEDICATED HIGHWAY
- P.W.E. PRIVATE UTILITY EASEMENT
- R/W RIGHT OF WAY
- S.L.E. STREET LINE EASEMENT
- V.L.E. VEHICULAR NON-ACCESS EASEMENT
- W.L.E. WATER LINE EASEMENT
- (R) PER LAWYER'S FILE REPORT #0018090-003-450
- (1) PLAT, BOOK 478, PAGE 44
- (2) PLAT, BOOK 725, PAGE 38
- (3) GOADS SURVEY, BOOK 752, PAGE 33
- (4) PLAT, BOOK 448, PG 21
- (5) SURVEY, BOOK 1782, PAGE 40
- (6) PLAT, BOOK 497, PAGE 42
- (7) PLAT, BOOK 1010, PAGE 43
- (8) PLAT, BOOK 363, PAGE 45
- (9) PLAT, BOOK 368, PAGE 23
- (10) PLAT, BOOK 350, PAGE 34
- (RIQ) PLAT, BOOK 350, PAGE 34
- (V) MEASURED DIMENSIONS PER THIS SURVEY
- (C) CALCULATED DIMENSIONS
- LI LINE DIMENSION
- CL CURVE DIMENSION
- MADES EASEMENT DIMENSION
- SLI SEWER EASEMENT DIMENSION
- WL1 WATER EASEMENT DIMENSION

BOUNDARY LINE
CENTER LINE
FENCE LINE
EASEMENT LINE



DETAIL 'A'

[illegible]

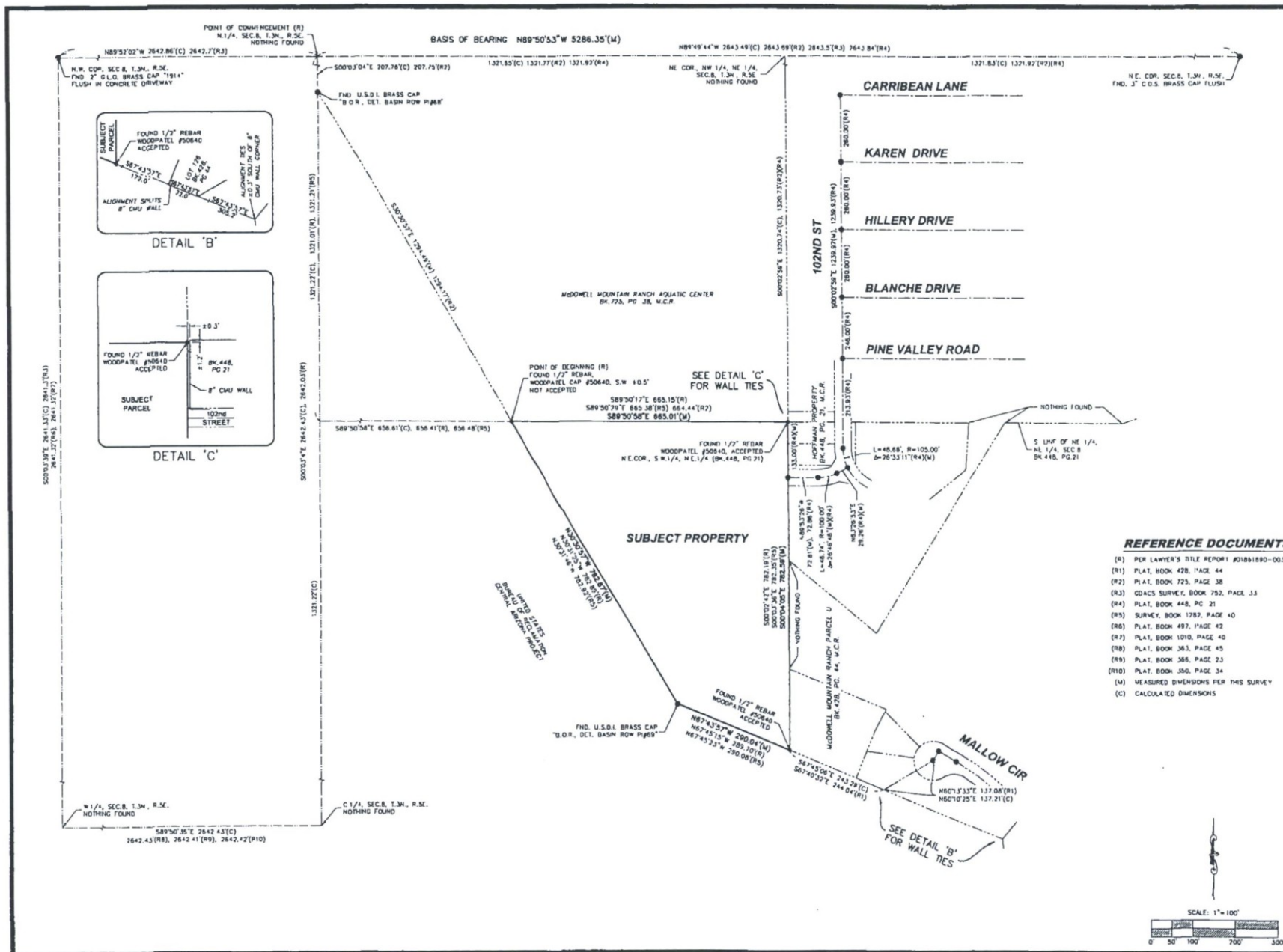
SIG
SURVEY INNOVATION
GROUP, INC.
Land Surveying Services

7301 EAST EVANS ROAD
SCOTTSDALE, AZ 85260
PHONE (480) 922-0780
FAX (480) 922-0781
WWW.SIGSURVEYAZ.COM

**FINAL PLAT
LANE'S END
SCOTTSDALE, ARIZONA**



DRAWING NAME:
16177/plot.dwg
JOB NO. 2016-177
DRAWN: ELS
CHECKED: RMH
DATE: 8/1/2017
SCALE: 1" = 40'
SHEET: 2 OF 2



7801 EAST EVANS ROAD
SCOTTSDALE, AZ 85258
PHONE (480) 332-0788
FAX (480) 332-0781
WWW.SIGSURVEY.COM

FINAL PLAT LANE'S END SCOTTSDALE, ARIZONA



DRAWING NAME:
16177plot.dwg
JOB NO. 2016-177
DRAWN: ELS
CHECKED: RMH
DATE: 8/1/2017
SCALE: 1" = 100'
SHEET: 3 OF 3



**SCOTTSDALE DEVELOPMENT REVIEW BOARD
KIVA-CITY HALL
3939 DRINKWATER BOULEVARD
SCOTTSDALE, ARIZONA**

May 4, 2017

DRAFT SUMMARIZED MEETING MINUTES

PRESENT:

Kathy Littlefield, Councilmember/Chair
Joe Young, Vice Chair
David Brantner, Planning Commissioner
Kevin Bollinger, Design Member
Tammy Caputi, Development Member
Shakir Gushgari, Design Member
Matthew Mason, Development Member

ABSENT:

All Present

STAFF:

Steve Venker
Joe Padilla
Greg Bloemberg
Doris McClay
Eliana Hayes

* Note: These are summary action minutes only. A complete copy of the meeting audio/video is available on the Development Review Board website at:
http://scottsdale.granicus.com/ViewPublisher.php?view_id=36

Development Review Board Meeting Minutes (May 4, 2017)

CALL TO ORDER

Councilwoman Littlefield called the meeting of the Scottsdale Development Review Board to order at 1:02 P.M.

ROLL CALL

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

ADMINISTRATIVE REPORT

1. Identify supplemental information, if any, related to May 4, 2017 Development Review Board agenda items, and other correspondence.

MINUTES

2. Approval of the April 20, 2017 Development Review Board Meeting Minutes

VICE CHAIR YOUNG MOVED TO APPROVE THE APRIL 20, 2017 DEVELOPMENT REVIEW BOARD MEETING MINUTES SECONDED BY BOARD MEMBER MASON THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SEVEN (7) TO ZERO (0).

CONSENT AGENDA

3. 5-DR-2017 Adeline - Scottsdale Inn

Request approval of the site plan, landscape plan, and building elevations for a new Scottsdale Airport Terminal and Airport Business Center with approximately 22,000 square feet of building area, and two new airplane hangars with approximately 67,000 square feet of building area, all on a 5.91-acre site.

BOARD MEMBER BOLLINGER MOVED TO APPROVE 5-DR-2017 SECONDED BY BOARD MEMBER CAPUTI THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SEVEN (6) TO ZERO (0) WITH VICE CHAIR YOUNG RECUSING HIMSELF.

REGULAR AGENDA

4. 6-PP-2016 Westworld 15 (Lanes End)

Request approval of the preliminary plat for a 15-lot residential subdivision with amended development standards including: reduced front yard setback and reduced rear yard setback; and the wall, entry features and landscape plan on a 7.5-acre site.

MOVED TO REGULAR. BOARD MEMBER MASON MOVED TO APPROVE 6-PP-2016 SECONDED BY BOARD MEMBER GUSHGARI THE MOTION CARRIED WITH A VOTE OF SIX (6) TO ONE (1) WITH BOARD MEMBER CAPUTI DISSENTING.

Martin Kaufman, Robert Raines, and Brian Sawyer spoke of concerns pertaining to construction traffic, dust, and overall street congestion.

NON-ACTION ITEM

5. Design Standards & Policies Manual Update

The board will hear an update to the Design Standards & Policies Manual.

THE BOARD HEARD A PRESENTATION BY STAFF AND PROVIDED COMMENTS REGARDING THE DSPM.

ADJOURNMENT

With no further business to discuss, the regular session of the Development Review Board adjourned at 2:17 P.M.

WHEN RECORDED, RETURN TO:

City of Scottsdale
One Stop Shop/Records
(Parks and Recreation Director)
7447 E. Indian School Road, Suite 300
Scottsdale, AZ 85251

Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(2)



**CITY OF SCOTTSDALE
RIGHT OF ENTRY AGREEMENT**

FOR ONE DOLLAR (\$1.00) and other valuable consideration received, the CITY OF SCOTTSDALE, ARIZONA, a municipal corporation ("Grantor"), hereby grants to WESTWORLD 15, LLC, an Arizona limited liability company ("Grantee"), the right to enter ("Agreement") upon the driveway and certain real property within McDowell Mountain Ranch Park as depicted on Exhibit "A" (the "Land") attached hereto, which park is located at the southwest corner of Thompson Peak Parkway and McDowell Mountain Ranch Road in Scottsdale, Arizona, for the sole purpose of heavy construction vehicles accessing, during the City of Scottsdale's permitted construction hours excluding Saturdays, Grantee's real property as described and depicted on Exhibit "B" attached hereto ("Grantee's Property"), to construct a fifteen (15) lot residential subdivision to be known as the Lanes End subdivision ("Grantee's Improvements").

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Land; that Grantor has a good and lawful right to make the conveyance described herein.

In exercising any rights or discharging any duties under this Agreement, Grantee shall comply with all conditions of its permit(s) for the Grantee's Improvements and shall comply with all local, county, state, and federal laws, ordinances, regulations, and other rules as are now in effect or as may hereafter be adopted or amended, including without limitation dust control regulations. Grantee also shall comply with the provisions of the Arizona Native Plant Law, A.R.S. § 3-901 et seq., or any successor statutes. Grantee shall not disturb any cacti or other protected native plants except as may be permitted by these laws.

Grantee hereby agrees that it and its contractors, subcontractors, successors and assigns will use reasonable care to avoid damaging any existing structures, streets, driveways, infrastructure, landscaping, and/or natural desert habitat that is subject to this Agreement. Grantee further agrees to restore and replace any damaged structure, street, driveway, infrastructure, landscaping, or natural desert habitat that is damaged as a result of entry upon McDowell Mountain Ranch Park and upon the Land that is the subject of this Agreement.

Right of Entry Agreement

Grantee shall install temporary signs that warn of construction traffic and instruct drivers not to follow the construction trucks off of the paved driveway. Grantee shall ensure that such signs remain posted for the duration of this Agreement. Grantee agrees that light trucks associated with Grantee's Improvements will use the alternate route through the neighborhood adjacent to Grantee's Property.

The placement of any permanent or temporary improvements upon the Land by Grantee is expressly prohibited; any improvements so placed upon the Land by Grantee shall be removed by Grantee without damage to the Land or at the option of Grantor shall be forfeited and become the property of the Grantor. Grantee shall remain liable for the cost of removal of all improvements and for restoration of the Land.

Grantee by accepting this Agreement agrees for itself, its successors, and assigns that it will not make use of the Land in any manner which might interfere with the use of the park, aquatic center, or otherwise constitute a hazard.

Within ten (10) days of execution of this Agreement, Grantee shall furnish to the City of Scottsdale Parks and Recreation Director the contact information, including phone numbers, email addresses and emergency contact information, for the person responsible for administering this Agreement on behalf of Grantee. The Parks and Recreation Director for the City of Scottsdale, who at the time of execution of this Agreement is Reed Pryor, or designee, shall be the Grantor contract administrator, who will be responsible for administering the terms of this Agreement for the Grantor, and will be the contact between the Grantor and the Grantee.

In the event of known trespass on the Land resulting in damage thereto, Grantee shall notify Grantor and appropriate law enforcement authorities.

To the fullest extent permitted by law, Grantee, its successors, assigns, and guarantors hereby agree to indemnify and hold harmless the Grantor, its agents, representatives, officers, directors, officials, and employees for and against any and all damage to persons or property caused by the Grantee's exercise of the rights granted herein, including but not limited to, any Grantee, agent, contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Grantee's and its agents' or contractors' employees. Insurance provisions set forth herein are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Without limiting any obligations or liabilities of the Grantee, the Grantee shall purchase and maintain, at its own expense, the stipulated minimum insurance set forth in **Exhibit "C"** attached hereto with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Grantor. Failure to maintain insurance as specified may result in termination of this Agreement at the Grantor's option.

This Agreement shall be in effect as of the date this Agreement is fully executed and shall continue in effect until terminated or revoked. This Agreement is not intended to represent permission granted in perpetuity. Either party may terminate this Agreement without cause by

Right of Entry Agreement

giving thirty (30) days' advance written notice to the other of Intent to terminate. In addition, the Grantor may terminate this Agreement upon twenty-four (24) hours' prior written notice to Grantee if there is any threat to public health or safety in the performance of this Agreement. This Agreement is subject to cancellation under A.R.S. § 38-511.

Upon termination of this Agreement, the Land shall be restored to its original condition, to the satisfaction of the Grantor. Such restoration shall include, but shall not be limited to, revegetation and restoration of any damaged structures, streets, driveways, or infrastructure on McDowell Mountain Ranch Park and the Land and removal of any and all signs, material, equipment, facilities, temporary structures, or debris, deposited by Grantee on the Land. If Grantee fails to remove all such signs, material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the Grantor, they shall be forfeited and become the property of the Grantor, but Grantee shall remain liable for the cost of removal of all materials and for restoration of the site.

Notices hereunder shall be given in writing and delivered to the other party by hand delivery or by reputable overnight courier (such as FedEx) or by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Grantor: City of Scottsdale
7447 East Indian School Road, Suite 300
Scottsdale, AZ 85251
Attn: Parks & Recreation Director

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

If to Grantee: Westworld 15, LLC

Attn: _____

By notice from time to time, a party may designate any other street address within the United States as its address for giving notice hereunder. Notice by hand delivery shall be complete upon delivery. Service of any notice by mail in the manner provided above shall be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail in the manner specified above, regardless of the actual date of delivery.

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

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 and Grantee have joined in this document. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed original hereof.

Right of Entry Agreement

IN WITNESS WHEREOF, the Parties have executed this document by signing their signatures, as of the dates indicated below.

WESTWORLD 15, LLC, an
Arizona limited liability company

By: _____

Its: _____

Date: _____

CITY OF SCOTTSDALE, an Arizona
municipal corporation

William B. Murphy
Community Services Director

Date: _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney
By: Kimberly McIntier, Assistant City Attorney

REVIEWED BY

Katie Callaway, Risk Management Director

Right of Entry Agreement

Exhibit "A"
Depiction of Land



15780299v1

Exhibit "B"
Legal Description and Depiction of Grantee's Property

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 8, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, A G.L.D. BRASS CAP, FROM WHICH THE CENTER OF SAID SECTION, A 1/2" REBAR, BEARS S00°03'10"E (BASIS OF BEARING), A DISTANCE OF 2542.03 FEET;

THENCE ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION, S00°03'10"E, A DISTANCE OF 1321.01 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;

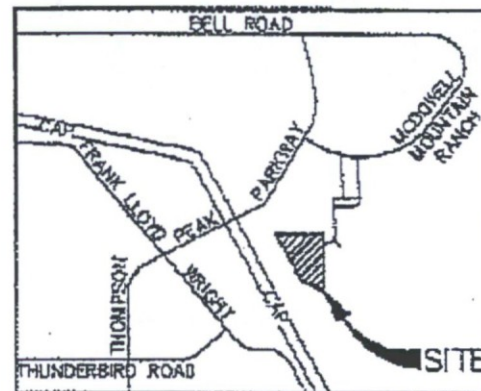
THENCE LEAVING SAID NORTH-SOUTH MID-SECTION LINE, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, S89°50'17"E, A DISTANCE OF 656.41 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S89°50'17"E, A DISTANCE OF 655.15 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE LEAVING SAID NORTH LINE, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, S01°02'42"E, A DISTANCE OF 782.10 FEET;

THENCE LEAVING SAID EAST LINE, N67°45'15"W, A DISTANCE OF 289.70 FEET;

THENCE N30°31'15"W, A DISTANCE OF 782.89 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
NOT TO SCALE

EXHIBIT "C"
INSURANCE

1. Evidence of insurance.

1.1 Prior to accessing the Land, the Grantee shall furnish the Grantor with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by the Grantee's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Agreement and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, Grantor shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Certificates of Insurance submitted without referencing the appropriate contract number and reference to this Agreement will be subject to rejection and may be returned or discarded. If any of the above-cited policies expire during the life of this Agreement, it is the Grantee's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

1.2 Certificates shall contain the specific provisions that follow:

1.2.1 City of Scottsdale, its agents, representatives, officers, directors, officials and employees is an Additional Insured under the following policies:

1.2.1.1 Commercial General Liability

1.2.1.2 Auto Liability

1.2.1.3 Excess Liability - Follow Form to underlying insurance as required.

1.2.2 The Grantee's insurance shall be primary insurance as respects performance of subject agreement.

1.2.3 All policies, if applicable, shall waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Grantee under this Agreement.

1.2.4 If the Grantee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Grantee's responsibility to provide prompt notice of same to the Grantor, unless such coverage is immediately replaced with similar policies.

2. Required coverage.

2.1 Commercial general liability. The Grantee shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, bodily injury, property damage, and contractual liability. If any Excess

insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2.2 Automobile liability. The Grantee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Grantee's owned, hired, and non-owned vehicles assigned to or used in the exercising any rights under this Agreement. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 Workers' compensation insurance. If the Grantee has employees, the Grantee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Grantee's employees used in the exercising any rights under this Agreement and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

3. No representation of coverage adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Grantee. The Grantor reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve the Grantee from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4. Coverage term. All insurance required by this Agreement shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Grantor, unless specified otherwise in this Agreement.

5. Claims made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

6. Policy deductibles and or self-insured retentions. The policy requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Grantor. The Grantee shall be solely responsible for any deductible or self-insured retention amount. The Grantor, at its option, may require the Grantee to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

7. Use of subcontractors. If any work under this Agreement is subcontracted in any way, the Grantee shall execute written agreements with its subcontractors containing the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting the Grantor and the Grantee. The Grantee is responsible for executing the agreement with its subcontractors and obtaining Certificates of Insurance verifying the insurance requirements.