

PRINCIPLE 7 :

- Development should show consideration for the pedestrian by providing landscaping and shading elements as well as inviting access connections to adjacent developments.
- Design elements should be included to reflect a human scale, such as the use of shelter and shade for the pedestrian and a variety of building masses.

RESPONSE: Enhancing the pedestrian environment is important for the Scottsdale Collection. Visually stunning experiences, thermal comfort, and engaging public facilities and artwork will help define pedestrian corridors. The Scottsdale Collection hopes to set the bar higher for all future developments within Old Town. Improvements serve a dual function of extending experiences within the district to its perimeter to and connect and engage with surrounding areas within Old Town. The internal network connects newly developed open space and enhance the public realm of Old Town.

PRINCIPLE 8 :

- Buildings should be designed with a logical hierarchy of masses:
- To control the visual impact of a building's height and size
- To highlight important building volumes and features, such as the building entry

RESPONSE: Addressing the context of the project site is a basic and crucial start to the building design. An understanding of the surrounding building design, scale, and material should be the first step in project visioning. The Scottsdale Collection should look to respect surrounding context but to also establish a new context due to its expansive impact over several building sites.

At The Scottsdale Collection, the design basis of base/middle/top is supported not only in reference to building massing, but also in programmatic function of each of the sections. Ground level commercial functions should visually separate the base in conjunction with appropriate material and other anchoring elements. Refer to the Design Guidelines for a detailed description of appropriate materials and a description of the base retail expression.

Building function again helps to bolster the middle expression of the building. Both hotel and residential programming lend themselves to a different and unique architectural expression of elements that can generate shade and shadowing patterns on the facade of the building. Furthermore, both of those program types may house specialty uses on the top level. The presence of roof deck amenity programming such as, but not limited to, public and or semi-public spaces, fitness rooms, and penthouses offer the ability to distinguish the top level architectural expression from the middle.

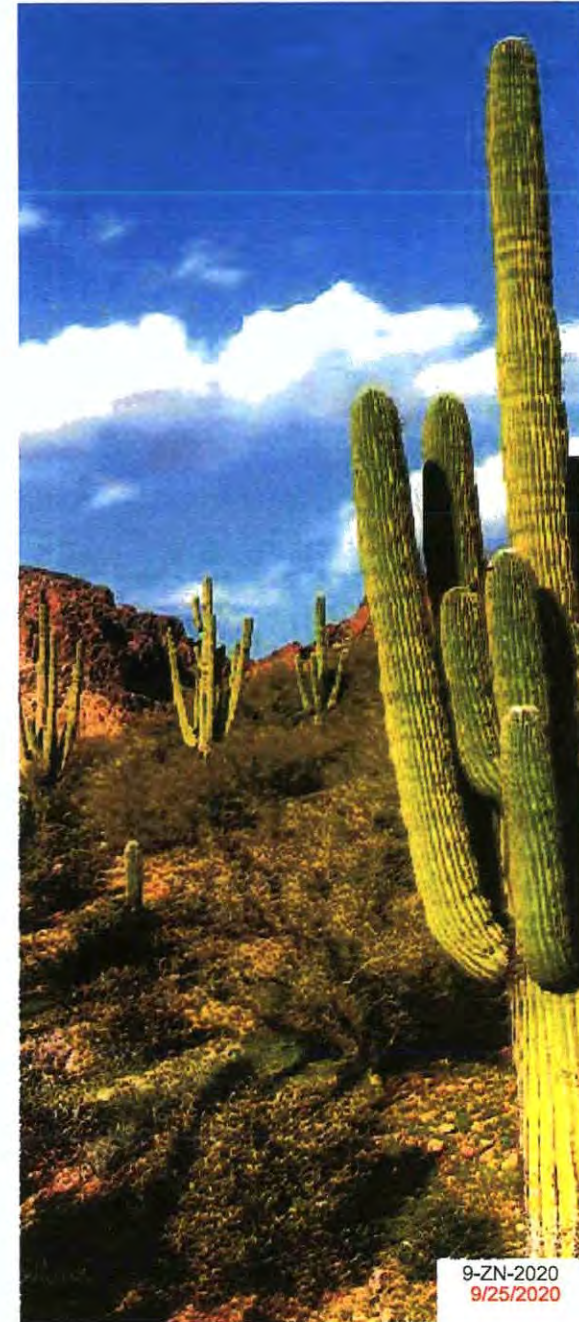
Building massing and separation on the site should recognize scenic view corridors while also mitigating heat gain and western solar exposure. If western exposure is necessary, proper mitigation through horizontal or louvered architectural elements may be necessary.

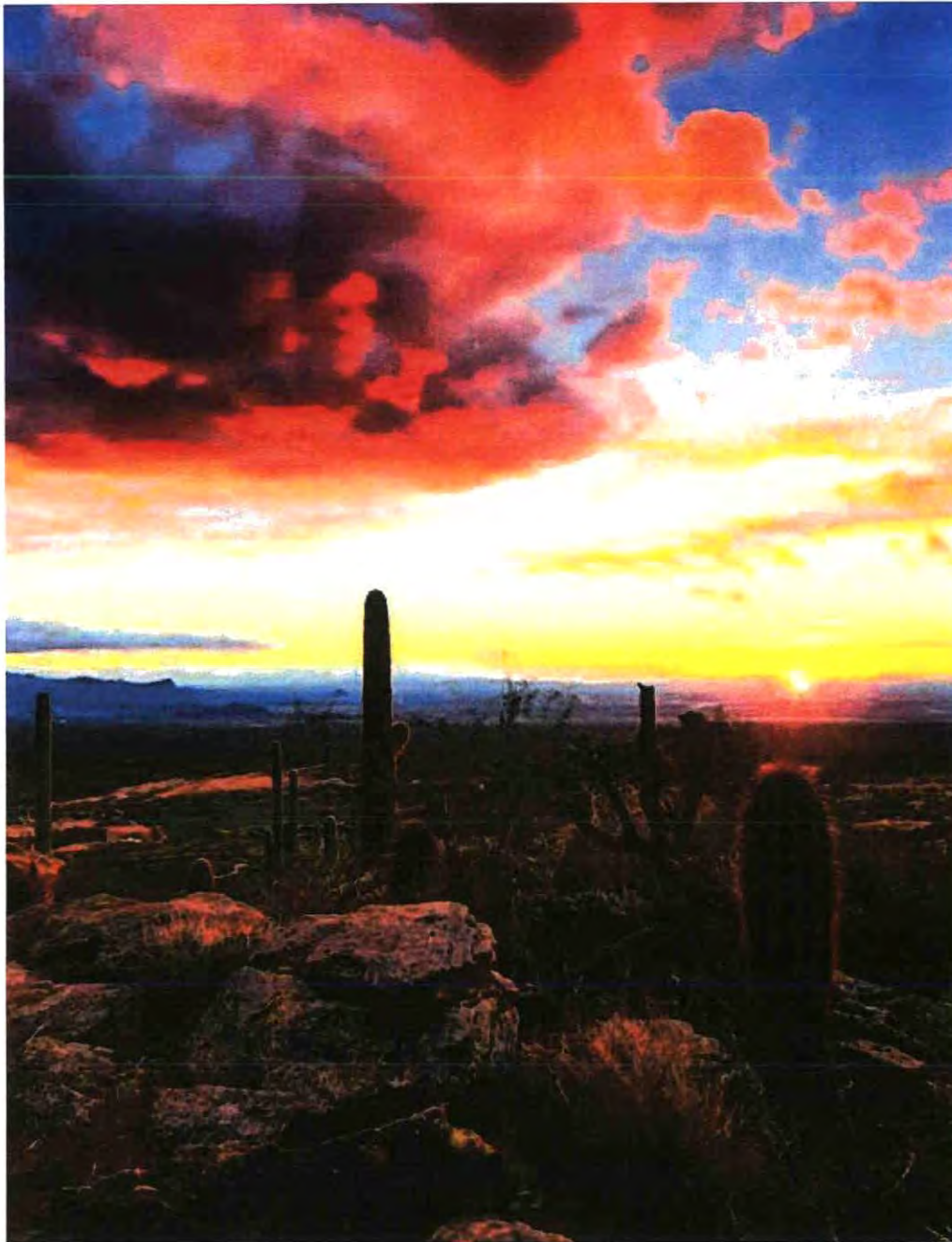
Each of these strategies should be used to design buildings that may serve as iconic and visually engaging buildings while also improving the urban fabric and gateway skyline of Old Town.

PRINCIPLE 9:

- The design of the built environment should respond to the desert environment:
- Interior spaces should be extended into the outdoors both physically and visually when appropriate
- Materials with colors and coarse textures associated with this region should be utilized.
- A variety of textures and natural materials should be used to provide visual interest and richness, particularly at the pedestrian level. Materials should be used honestly and reflect their inherent qualities
- Features such as shade structures, deep roof overhangs and recessed windows should be incorporated.

RESPONSE: Buildings that blend indoor and outdoor spaces, natural lighting, fresh air, and





landscaping are all ways the Scottsdale Collection will embrace the desert environment. Blending materials with contemporary design will be used to enhance the pedestrian environment in the Scottsdale Collection. Shade structures, street trees, and art features will also be ways to extend the pedestrian environment providing continuous pathways for pedestrians throughout the district.

PRINCIPLE 10 :

- Developments should strive to incorporate sustainable and healthy building practices and products.
- Design strategies and building techniques, which minimize environmental impact, reduce energy consumption, and endure over time, should be utilized.

RESPONSE: The Scottsdale Collection with embrace passive and active techniques to meditate solar exposure to buildings and public spaces. Environmental impacts will also be considered in the design of the Scottsdale Collection.

PRINCIPLE 11 :

- Landscape design should respond to the desert environment by utilizing a variety of mature landscape materials indigenous to the arid region.
- The character of the area should be emphasized through the careful selection of planting materials in terms of scale, density, and arrangement

- The landscaping should complement the built environment while relating to the various uses.

RESPONSE: Planting design should complement that of neighboring developments. Plant palettes should feature hardy, native species as a foundation employing non-native species where applicable. Monocultures are discouraged to prevent mass loss of landscape to diseases or pests. Additionally, in urban settings such as the Scottsdale Collection, designers must be conscious of the specific conditions to which each species is suited. Plant species should be selected from the Arizona Department of Water Resources Low-Water Use and Drought Tolerant Plants List for the Phoenix area. However, to avoid an overly restrictive or outdated permitted plant palette, it is recommended that designers also use the City of Scottsdale's list or Recommended Plants for Downtown as a suggestion for appropriate plant species.

PRINCIPLE 12 :

- Site design should incorporate techniques for efficient water use by providing desert adapted landscaping and preserving native plants.
- Water, as a landscape element, should be used judiciously
- Water features should be placed in locations with high pedestrian activity.

RESPONSE: Plant species should be selected from the Arizona Department of Water

Resources Low-Water Use and Drought Tolerant Plants List for the Phoenix area. However, to avoid an overly restrictive or outdated permitted plant palette, it is recommended that designers also use the City of Scottsdale's list or Recommended Plants for Downtown as a suggestion for appropriate plant species.

PRINCIPLE 13 :

- The extent and quality of lighting should be integrally designed as part of the built environment.
- A balance should occur between the ambient light levels and designated focal lighting needs.
- Lighting should be designed to minimize glare and invasive overflow, to conserve energy, and to reflect the character of the area.

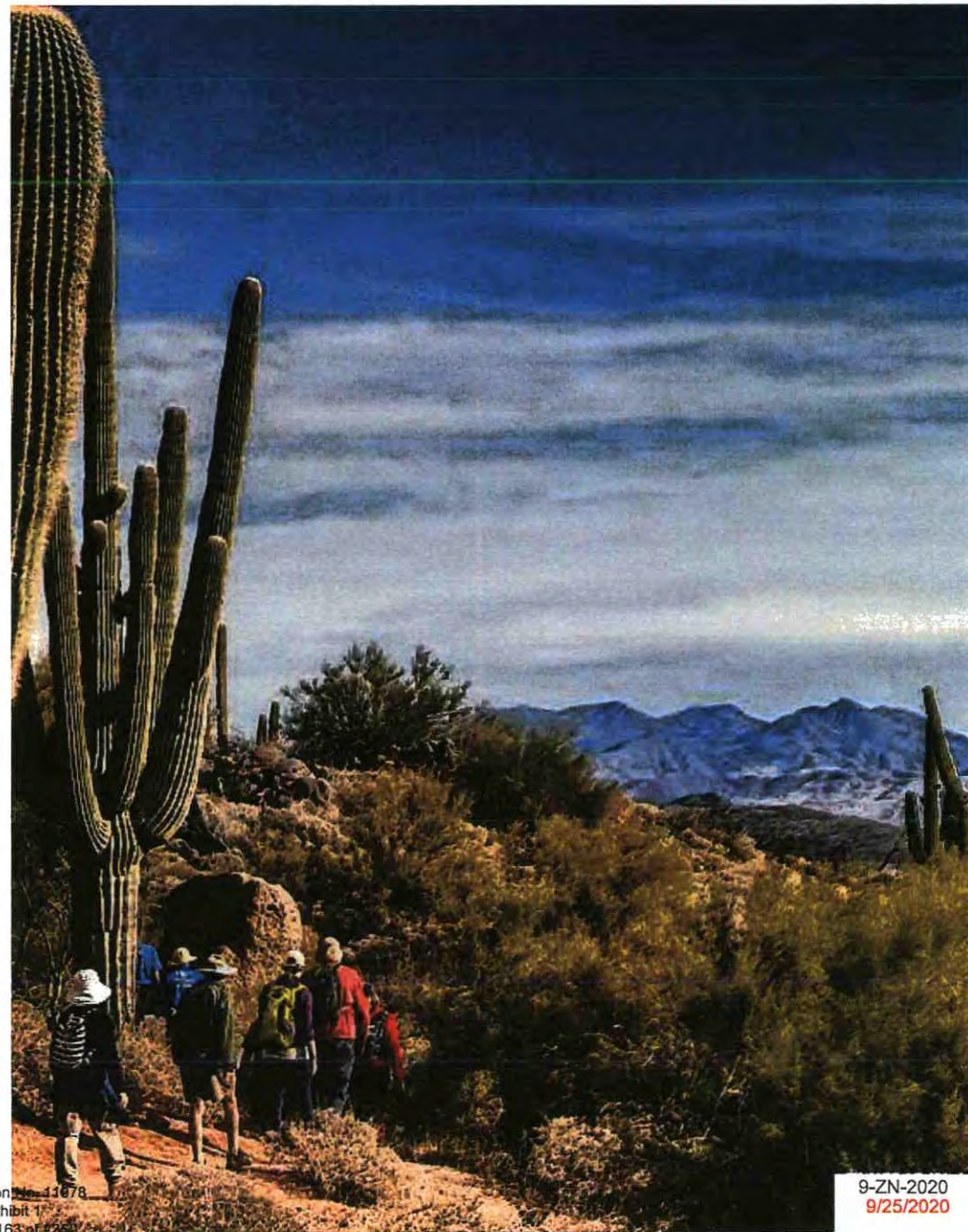
RESPONSE: Lighting can be used to highlight architectural features on buildings, signage, and landscaping. Lighting can also be used to give a sense of security during night time activities. The Scottsdale Collection will use lighting to highlight the design features of the district while providing a sense of safety for the community and visitors.

PRINCIPLE 14 :

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

- Signage should be designed to be complementary to the architecture, landscaping and design theme for the site, with due consideration for visibility and legibility.

RESPONSE: Signage is the way people use to navigate spaces. The Scottsdale Collection will strive to create a clear sense of direction and location by providing appropriate signage. The signage will also be incorporated into the design of the development, be located in areas to ensure viability, used to reinforce store frontages, and promote businesses. The signage for the Scottsdale Collection will also be illuminated.





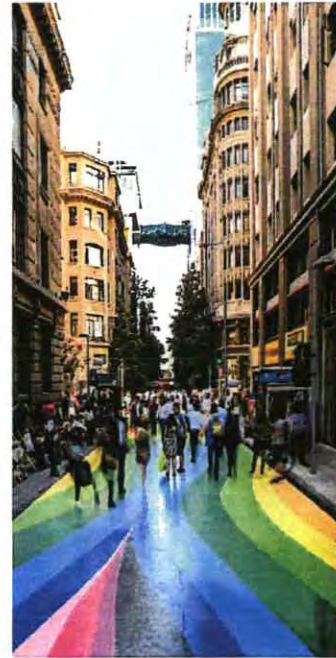
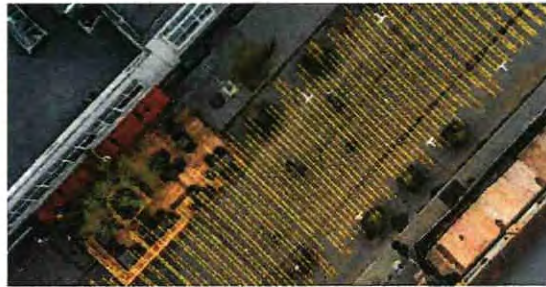
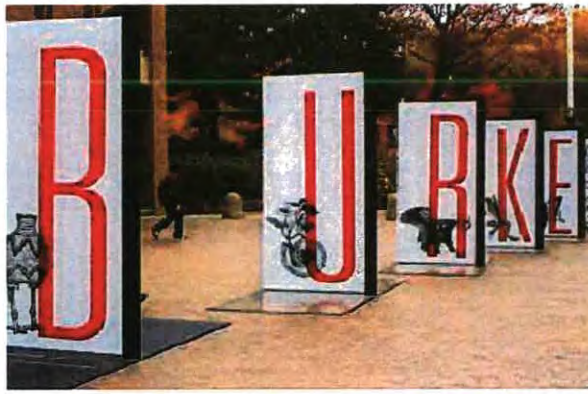
PLANNING DESIGN PRINCIPLES

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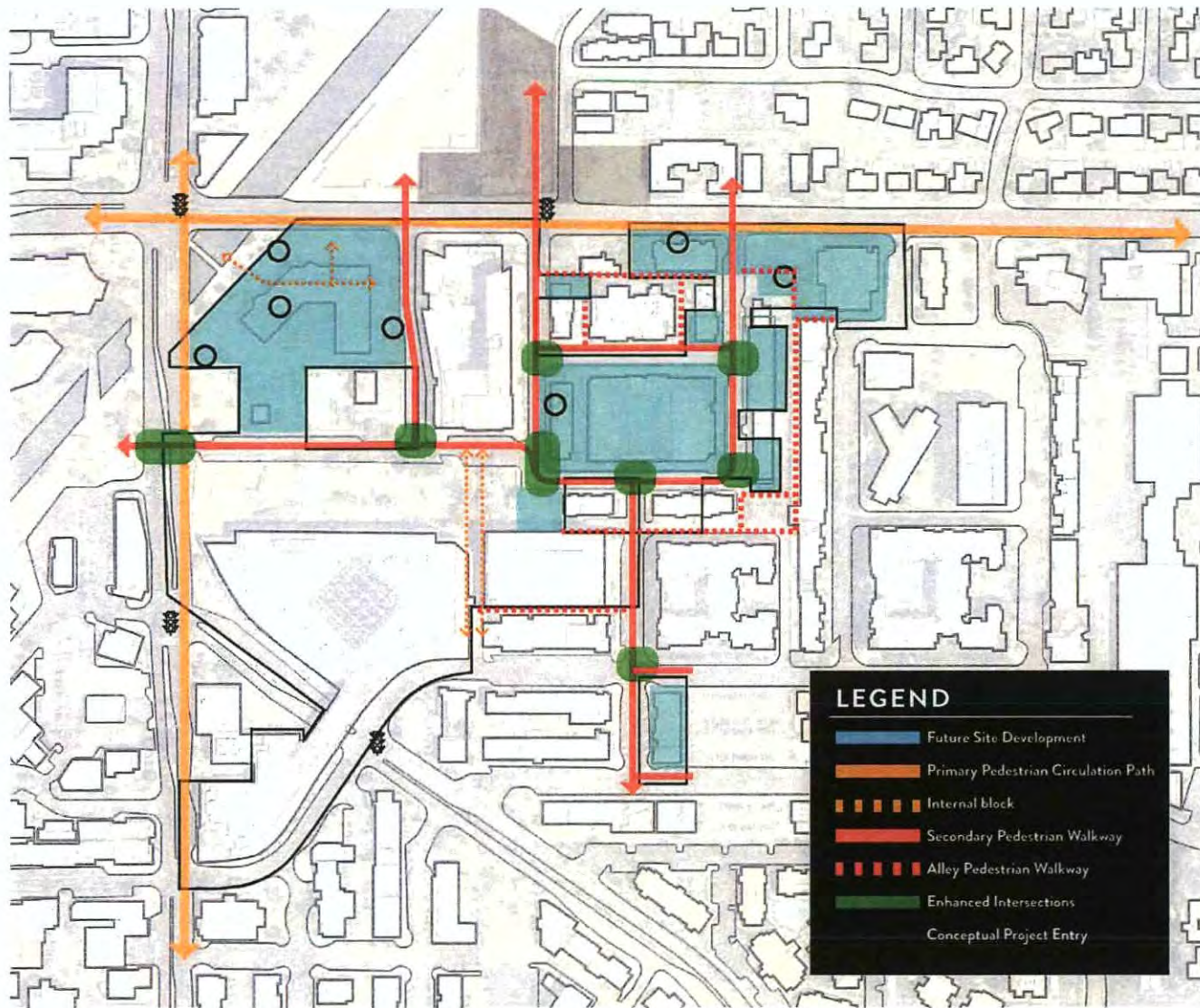


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CONNECTIVITY

Connectivity is one of the most important features on any successful site. The Scottsdale Collection not only has the ability to improve its connections internally, but also has other opportunities to connect to neighboring districts in Scottsdale. Currently, most of the connection into the site focus on vehicular transportation. There are multiple access points for vehicles through out the Scottsdale Collection. Additionally, the Scottsdale Collection contains areas where the pedestrian experience of the site can be improved. Scottsdale Road acts as a barrier that separates the Scottsdale Collection from the Old Town area. There is a need to connect the gap between the Scottsdale Collection and Old Town. It is important to make the connection between the Scottsdale Collection and Old Town to strengthen the economic growth and tourism of both areas. There are many ways in which the Scottsdale Collection can improve its connectivity. Pedestrian, vehicular, bicycle, and transit connections will be key in the redevelopment of the Scottsdale Collection.

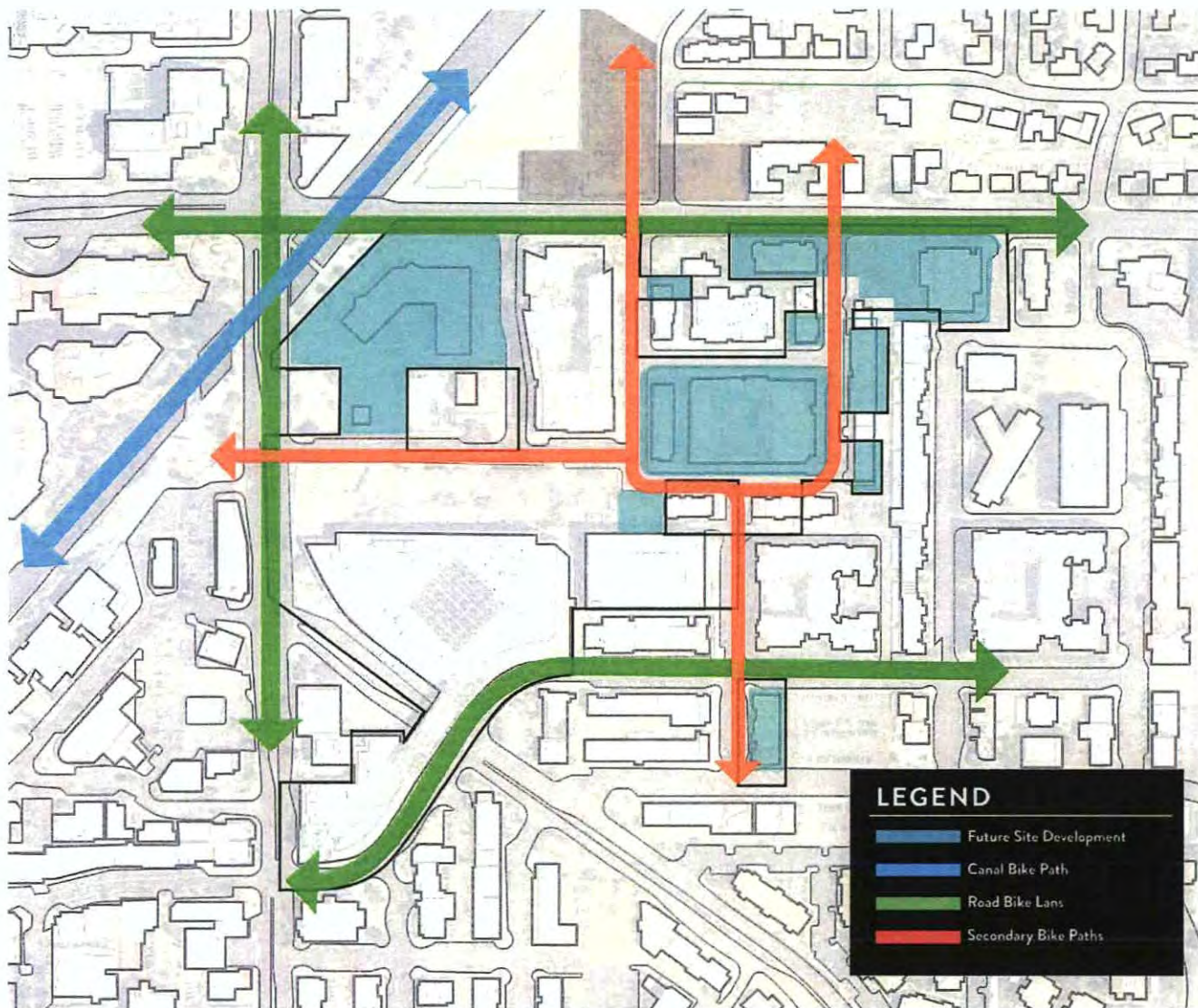


CONNECTION PEDESTRIAN

Pedestrian connection in the Scottsdale Collection will support Scottsdale's vision of a vibrant, walkable downtown. Pedestrian connections to Valley Metro bus lines and to Scottsdale's neighborhood circulator system will be used to strengthen a walkable environment in the district. Pedestrian movement within parking structures and parking lots will be considered in the development of the Scottsdale Collection to encourage visitors to experience the area from a pedestrian perspective.

The Scottsdale Collection will also provide an interconnected and easily-navigated network of sidewalks that provide access to building entrances, parking, open space, transit and connections into downtown and beyond. The Scottsdale Collection envisions East Shoeman Lane as the functional and visual 'Main Street' connecting the Scottsdale Collection to the canal and Old Town.

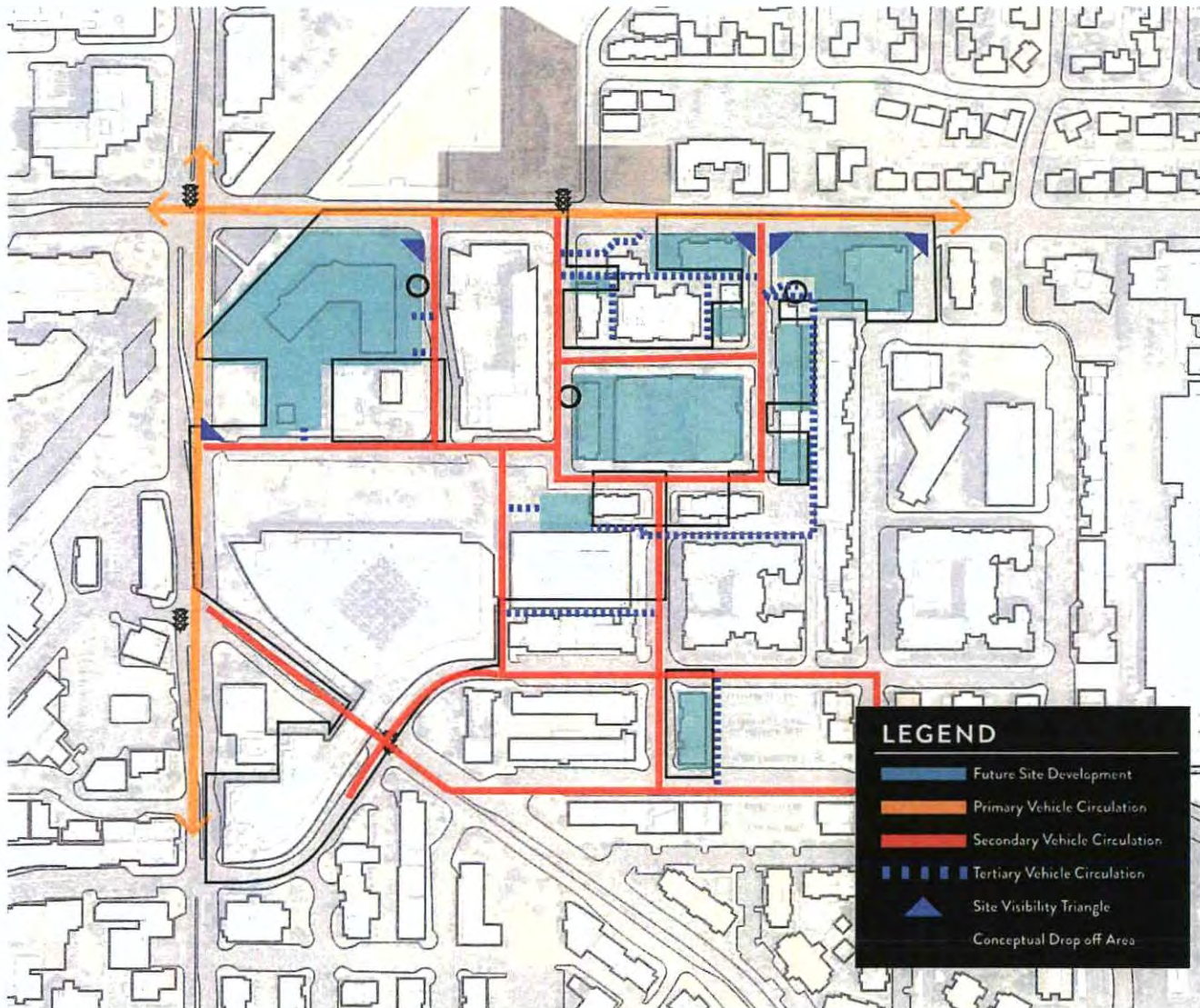
By using existing sidewalks, the Scottsdale Collection proposes to build from that foundation, over time, to create even more comfortable and aesthetically-pleasing walking experiences within, into and from Old Town and Fashion Square. Walkways may be enhanced by pedestrian nodes, offering shade and seating, street art work, and art shade canopies.



CONNECTION BICYCLE

Bicycle access to and within the Scottsdale Collection is encouraged through linkages to Scottsdale's on-street bicycle facilities and, a short distance away, to the regional Indian Bend Wash and Crosscut Canal paths. Bicycle parking for visitors and employees is proposed throughout the Scottsdale Collection. Chaparral Rd and 68th St, are designated bike routes in close proximity to the Scottsdale Collection and can provide an extended bike experience through the district.

Approximately one mile to the east is the Indian Bend Wash path. This path extends almost the entire length of Scottsdale, from the McDowell Sonoran Preserve to the Tempe border. It is a scenic route used by many bicycle commuters. Just west of the Scottsdale Collection; in the intersection of Camelback Rd and Scottsdale Rd is the Crosscut Canal Path. This path connects with the Arizona Canal Path and others to provide a primarily off-road route from Phoenix to Glendale on the west and through Papago Park to Tempe Town Lake on the south. The Scottsdale Collection is easily accessible by bicycle commuters from either of these two-regional shared-use paths.

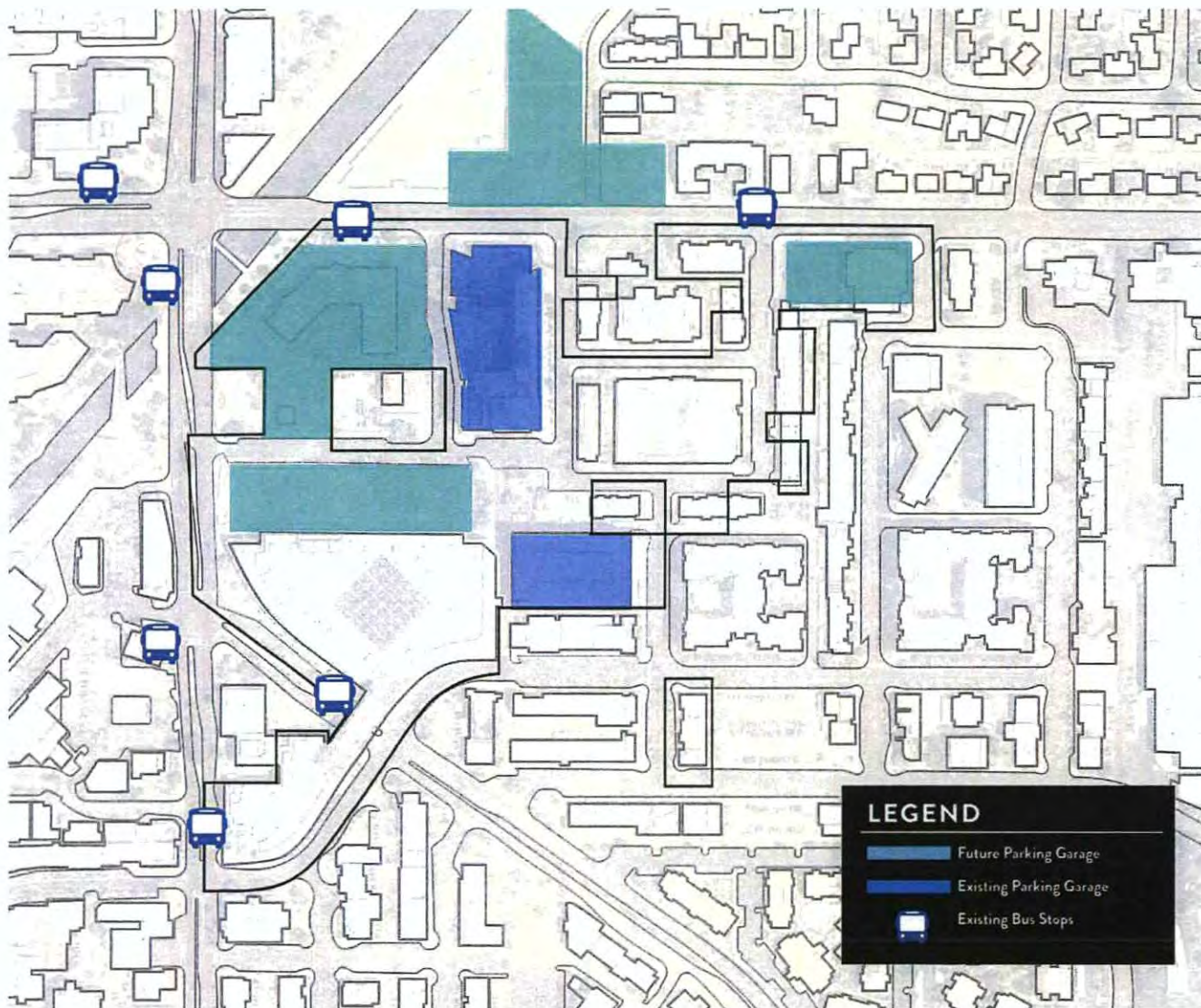


CONNECTION VEHICULAR

A vehicular circulation network is a critical component of future development. Ensuring efficient circulation routes to and within the Scottsdale Collection is a high priority since a majority of its visitors utilize private vehicles. Both Scottsdale Road and Camelback provide high capacity regional roadway linkages and are effective at conveying vehicular traffic to and around the perimeter of the Scottsdale Collection and the Downtown area.

Because of the spatial relationship that the Scottsdale Collection shares with the Old Town core, enhanced consideration has been given to accessibility and transitions. Streetscapes can reflect the character of Old Town by promoting narrow streets with some on-street parking, and a strong pedestrian emphasis. Pedestrian street crossings may utilize alternative paving materials and special hardscape elements to focus driver attention and reduce travel speeds.

The long-term vitality of any downtown area hinges on the ability to accommodate the localized and regional movements of its residents and visitors. The Scottsdale Collection recognizes the large number of visitors and employees that depend on public transit to access the area. Valley Metro bus service and local city circulators both currently provide service to the district. Future development may warrant additional opportunities to strengthen transit connections between the Scottsdale Collection, Old Town and adjoining neighborhoods. In addition, ride sharing and the promotion of alternative transit use by employees and visitors will continue to reduce on-site vehicle circulation and parking demand.



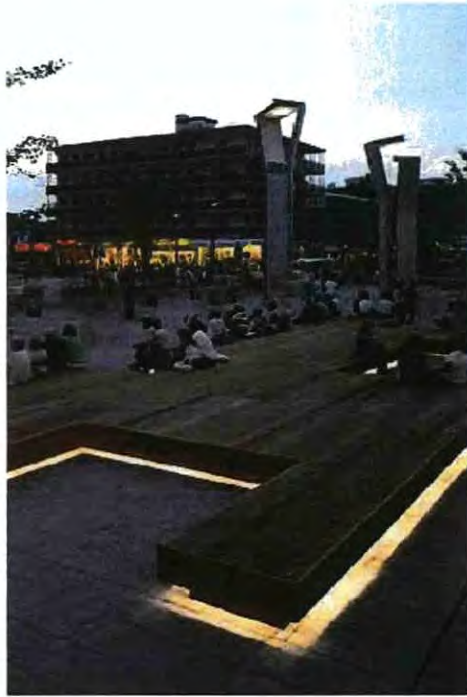
CONNECTION PARKING

The Scottsdale Collection utilizes garages as part of its greater circulation system. Automobile access from primary streets should be direct and simple. Structured parking will contribute to Old Town compactness, and provide adequate parking spaces for visitors and uses.

By providing parking structures instead large surface parking lots, the Scottsdale Collection creates opportunities for enhanced pedestrian experiences and serves the convenience of visitors while minimizing the intrusion on the pedestrian environment. The intent of the Scottsdale Collection is to provide parking that encourages a "park once environment" where users can access multiple destinations without the need to move their vehicles.

Designing the proposed parking elements for the Scottsdale Collection in concert with pedestrian circulation is also key to its success. The intent is to give parking structures an enhanced architectural design by integrating context-sensitive architecture into the design of the parking structures. The Scottsdale Collection will also design in conjunction with the approved Downtown Plan, where parking locations should be considered to take advantage of existing transit systems to reduce parking demand.

The Scottsdale Collection is strategically set up to take advantage of shared parking uses, structured parking, if properly located, will contribute to Old Town's viability, enhance pedestrian opportunities and serve the convenience of visitors without intruding on the pedestrian environment. The Scottsdale Collection will also provide frequent building entrances along public streets by minimizing the length of parking garages along public frontages. Another feature the Scottsdale Collection is the use of parking garages as an opportunity to display art. The large linear nature of most parking garage structures provides a blank canvas where hanging, projected, kinetic, mural, or suspended art can be displayed and enjoyed.



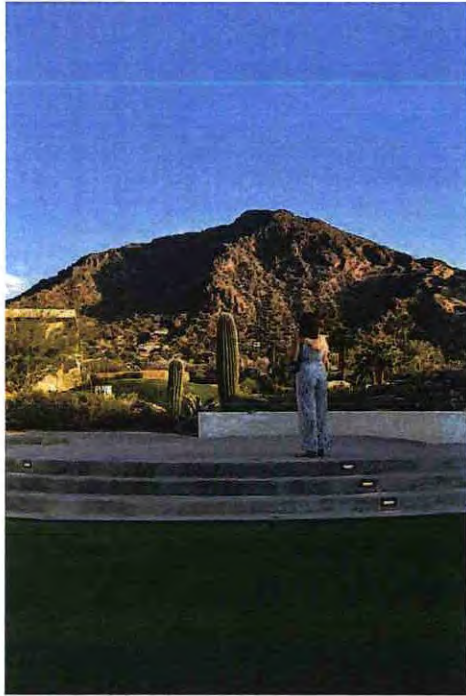
PLACE MAKING

A “place” has special qualities that attract people, encourage them to stay around for a while and to come back again. They feel good about being at that place. Spaces that lack a sense of place can feel fungible and somewhat generic unrelated to the culture and environment around them.

Places that are engaging develop a sense of “ownership” among people who use them. People are often attracted to places that are unique and have special qualities. Place making is a reflection of the history, culture, climate, uses of the built environment around them. Each place is different in this way.

The Scottsdale Collection will continue to create and/or enhance places that attract people, are active, well-used, enjoyed, and frequented throughout the day. The Scottsdale Collection will to enhance its existing connected system of open spaces and successful places.

A successful place is a walkable place and shares many attributes with walkable streets and pedestrian paths. The Scottsdale Collection strives to create successful places, through design, planning and management practices that take into account four key place making elements including local, memory, programing, and comfort.



PLACE MAKING

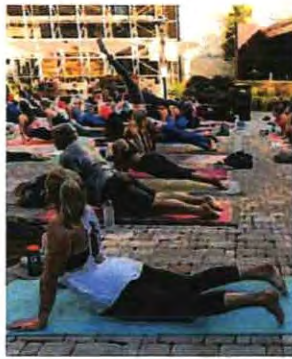
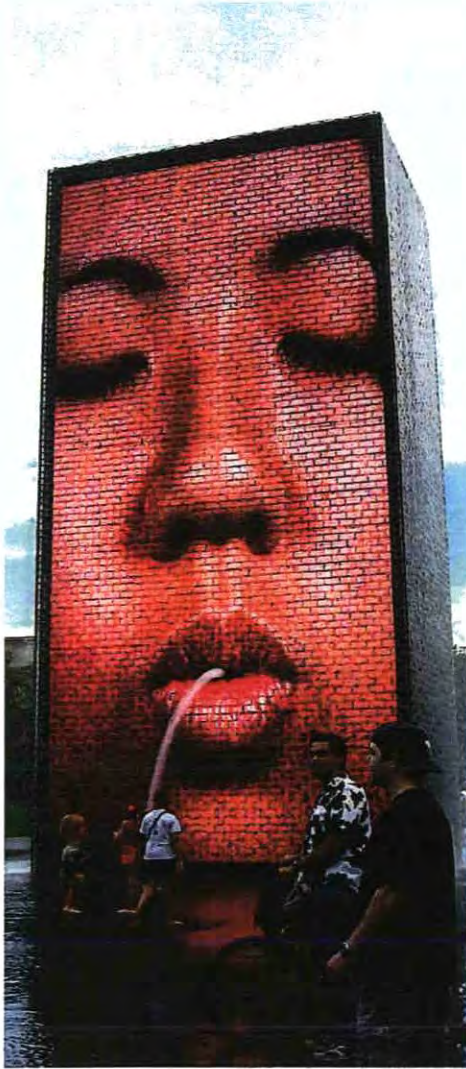
LOCAL

An important idea in placemaking is the concept of creating spaces that feel local. To be local is to tap into the cultural and historical identity of the population and geographical location of the project. The Scottsdale Collection has the unique opportunity to connect to the emotional connection that both residents and visitors to Scottsdale associate with this particular location. Through the incorporation of native plants, capturing views to local mountain ranges, and highlighting the key features that make this site distinctive to Scottsdale are all ways in which the Scottsdale Collection can connect to the local environment. The Scottsdale Collection will also create its identity by providing spaces for local restaurants, retail, and hospitality, thus connecting to Scottsdale's local economy.



PLACE MAKING MEMORY

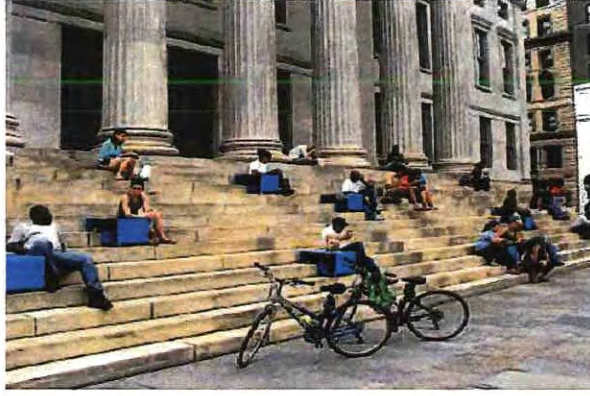
Unique, one of a kind experiences create memory. Creating spaces for dynamic and artful visual interaction, establishing a background for everyday life, and providing a place of safety and comfort are all ways in which the Scottsdale Collection can invoke memory in its visitors. The Scottsdale Collection, through its design and placemaking strategies will seek to create an environment that establishes the entertainment district as a place of memory for families, individuals, and visitors. When a positive memory is established with a place, it encourages people to not only visit but to stay and to come back to that destination several times. The goal of the Scottsdale Collection is to make the Entertainment District, not a one-stop destination, but a place where visitors and residence want to return over and over again.



PLACE MAKING PROGRAMMING

Activities are the basic building blocks of a place. Having something to do gives people a reason to come to a place and return. The Scottsdale Collection will give consideration to how the place will be used, who will use it and what activities will attract them. This may include:

- Providing public space for activities
- Creating places where people can gather
- Incorporating variety of different user experiences such as; dining and entertainment based activities that address the preferences of office workers, shoppers, hotel guests and residents.

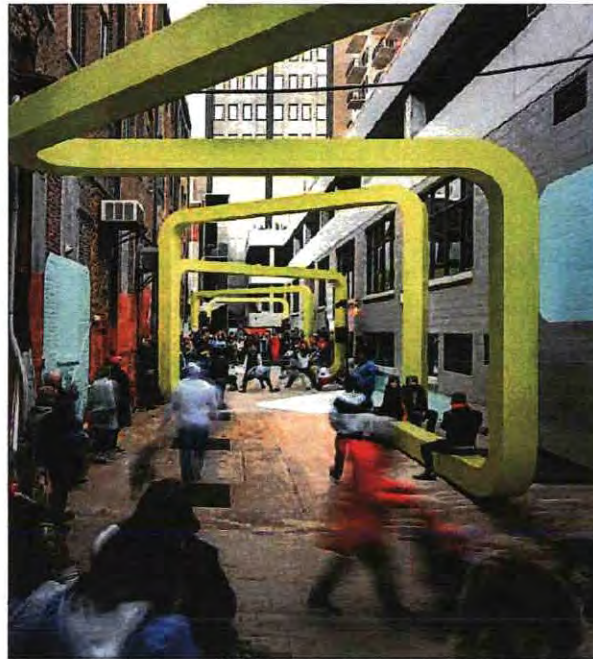
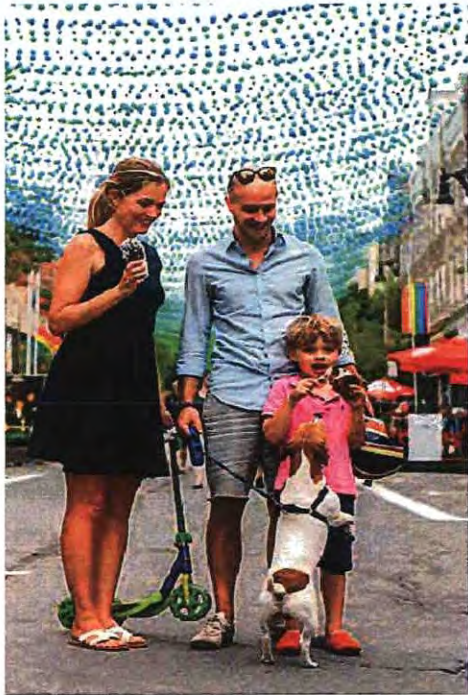


PLACE MAKING COMFORT

Creating a place that promotes the comfort of an individual is key to the success of a project. The Scottsdale Collection will consider the comfort of residence and visitors in the design of shaded streets and buildings. Comfort includes perceptions about safety and cleanliness.

This may include:

- Design public spaces to be consistent with the established aesthetics and character of the Entertainment District.
- Locate public spaces so they are in the line of sight of nearby offices, residential, hotel or other activity to encourage "informal surveillance".
- Provide landscaping, shade, materials and furnishings.
- Provide comfortable outdoor seating and places to work.
- Provide shaded streetscapes to promote walkability and outdoor interaction throughout the year
- Maintain public spaces at the Scottsdale Collection so they are clean and free of litter.
- Plan for lighting types and intensities to highlight public spaces and primary pedestrian routes so that they are safe and comfortable for use after dark.



PEDESTRIAN ENVIRONMENT

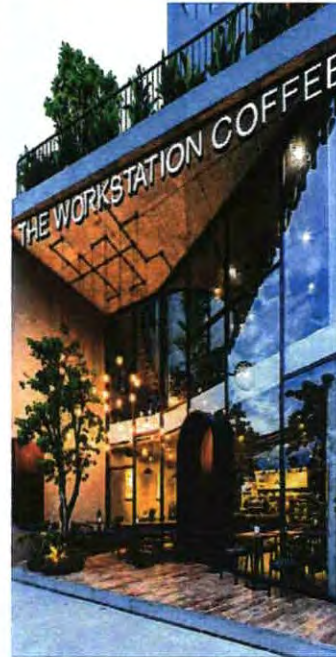
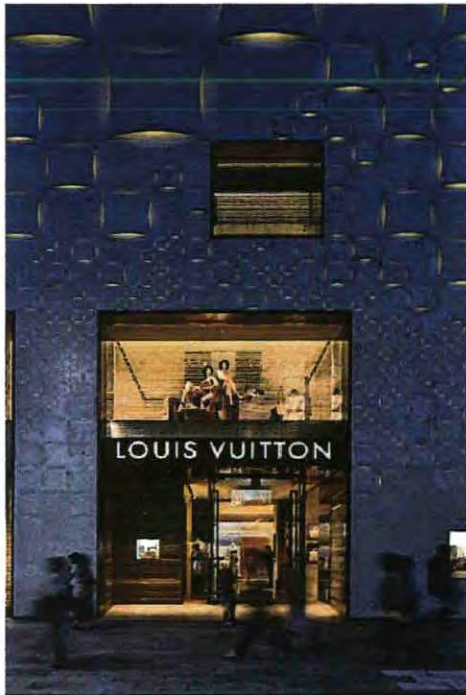
Pedestrians will be at the center of the redevelopment of the Scottsdale Collection. It is important that the Scottsdale Collection relates to the human experience. The Scottsdale Collection should address how architecture and landscape and relate to the pedestrian environment.

Pedestrian activity can be stimulated if there are things to look at, activity, other people and places to pause along the street. Working within the constraints represented by the site following approaches are among those that may be considered:

Public art and display windows at ground floor level, display windows should consider, for example, showcasing work by artists and displays by the Scottsdale Collection tenants. The displays should change on a periodic basis to give variety to the area.

Distinctive landscaping and street furnishings should be considered to lend importance to a signature street. By providing places to sit, the streetscape can become a place where pedestrians are encouraged to spend time.

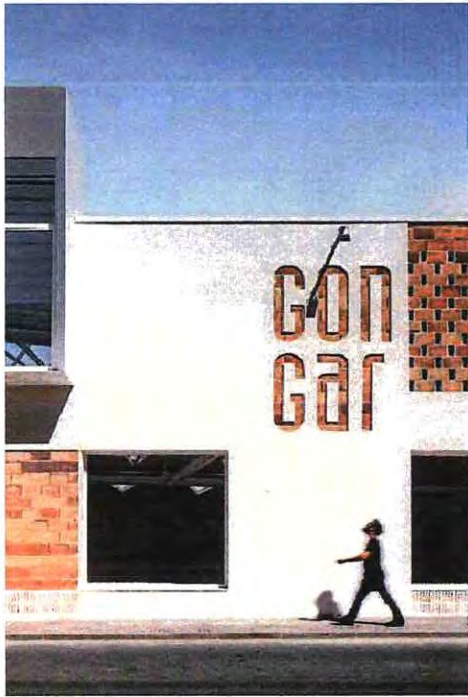
People attract other people and can evolve into being more than just a corridor for getting from Point A to Point B. By combining the approaches outlined in this section, the Scottsdale Collection can enhance its reputation as the "place" to be.



STORE FRONTS

Development in the Scottsdale Collection should design active building frontages to create inviting indoor and outdoor spaces visible from the sidewalk and street. Active building frontages are an essential ingredient in Scottsdale's desire to strengthen Old Town's pedestrian character. Lobbies, entrances, shops, retail, and restaurants should be used to activate the ground level at the pedestrian scale. The use of blank walls and other "dead" activities on street frontages should be avoided when possible.

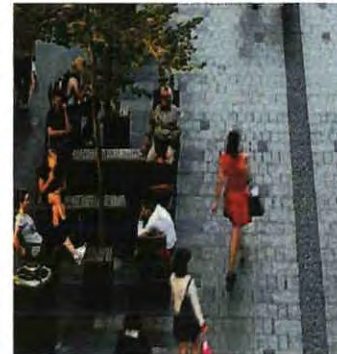
Providing frequent building entrances along public streets will also be used to give the Scottsdale Collection a pedestrian atmosphere. Buildings should provide openings at ground level to allow views of display windows by pedestrians. The architecture and landscape of the Scottsdale Collection will collaboratively work together to create an memorable pedestrian experience.



SIGNAGE

Signage is an important part of the pedestrian experience in the Scottsdale Collection. Signage should be thought of collectively with the design of the architecture and the landscape of the area. The Scottsdale Collection is intended to look, work and feel like a premium luxury district, of which signage is a vital contribution. It is important to keep a consistent design language to communicate effectively.

The ultimate goal is to produce a consistent collage of signs that tastefully inform, delight and stimulate the visitors while fitting in seamlessly with the context of the environment. Due to the variety of architectural treatments within the Scottsdale Collection, each storefront sign will be carefully considered in relationship to its particular location. What may be appropriate in one location may not work in another. All sign materials must be consistent with the design theme, enhancing the storefront and evoking a positive image as well as reinforcing the high contrast of color present throughout the development of the Scottsdale Collection.



SURFACE TREATMENT

Streetscape will also be an important feature in the Scottsdale Collection. New buildings should incorporate enhanced street scape design by providing large sidewalks, changes to materials with pedestrian crossing, and surface treatments that help designate public area.

It is also important that the surface treatment and streetscape is considered cohesively with the architecture and landscape on the site to create a built environment that functions as a single entity. For more information on the development of streetscape and surface treatments please refer to the Landscape Architectural Guidelines Section of this document.

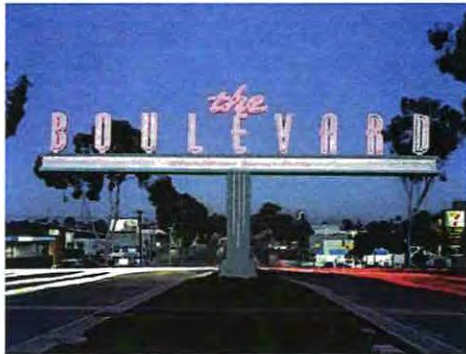
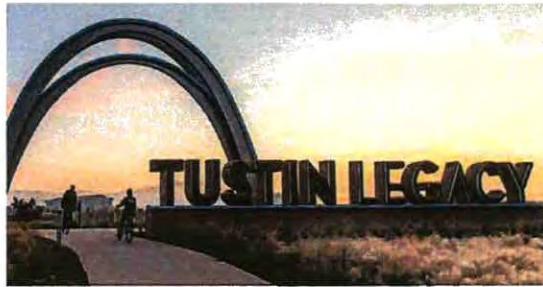


OPEN SPACE

Scottsdale's pedestrian character distinguishes it from other places in the Valley, and contributes to the vitality of the City, its commerce and livability. It serves as an attraction to visitors and an important part of the City's heritage valued by residents.

The Scottsdale Collection, with its urban setting, will implement Scottsdale's commitment to open space through its connectivity to open spaces as well as through its inclusion of gateways and open spaces related to the uses within The Scottsdale Collection. Types of open spaces within The Scottsdale Collection may include gateways, pedestrian nodes, primary open spaces, secondary open spaces and pedestrian walkways.

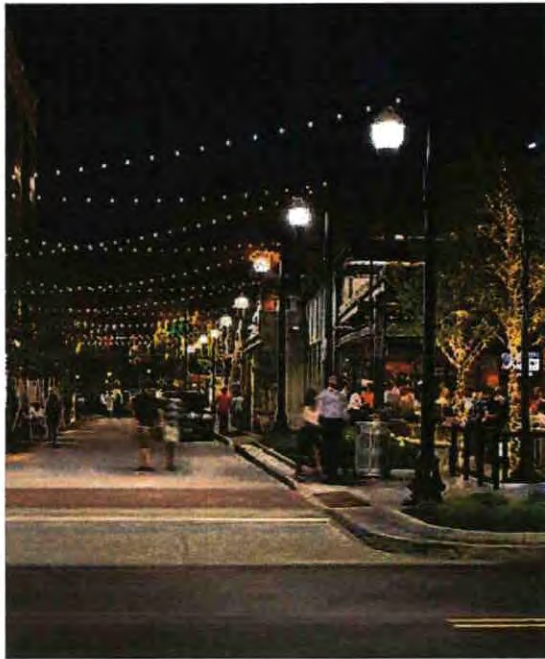
Depending on the uses developed within the Scottsdale Collection, open spaces to support those uses could include internal plazas, external plazas, elevated plazas and open spaces created to support future uses. Additional open spaces may be created by ground level building entrances, removed from the street, as well as by spaces enclosed within buildings, including patios, courtyards or atrium spaces. These types of spaces connect via pedestrian walkways.



GATEWAYS

Gateways are spaces that utilize iconic elements that help establish the Scottsdale Collection identity. Visible from roadways, gateways use iconic landscape, hardscape, plantings and lighting to identify major entry points to this urban center. In the Scottsdale Collection gateways can also be integrated art pieces, establishing the Scottsdale Collection as the contemporary art destination in Scottsdale.

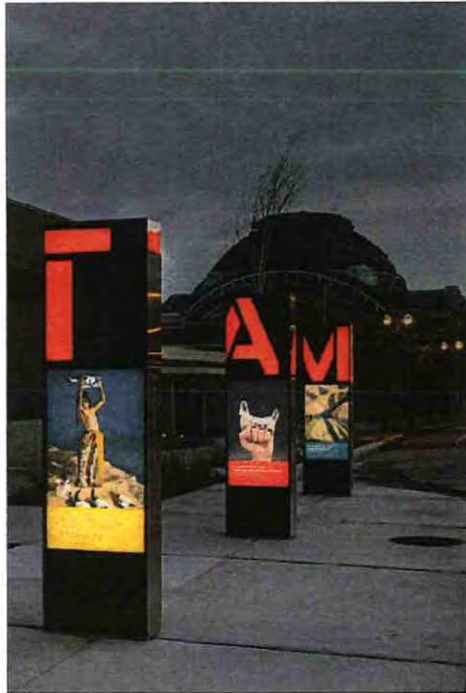
The Scottsdale Collection will incorporate gateway monuments that signify entrance into the district. These monuments may span over the public streets and/or utilize public space.



PEDESTRIAN WALKWAYS

Raised open spaces and roof top terraces are highly desirable for office and hospitality/residential uses and significant sources of semi-public open space opportunities. Within the Scottsdale Collection open space plan are pedestrian walkways, which serve to support pedestrian connectivity and comfort while also harmonizing with the design character of the Scottsdale Collection and adjacent areas.

Open space in the Scottsdale Collection provides opportunities for enhanced pedestrian linkages to residential areas to the north, east, south and west of the district, as well as to nearby office, retail, hotel, entertainment, restaurant and mixed use spaces. Importantly, pedestrian nodes along these walkways should incorporate shade and seating for comfort.



WAY FINDING

Landmarks, art work, view corridors, and signage are all ways people use to visually navigate their environment. Signs, pavement markings, interactive displays; there are many possibilities to show pedestrians the way. Creative use of wayfinding features should be considered that contribute to the character of a place. Taking the same route every day may get old. Studies have found that being able to vary walking routes gives pedestrians a sense of freedom and makes their trips more enjoyable.

Variety, choices, changing views, side trips and exploration enhance the experience of walking. At the Scottsdale Collection, route choices should be provided within the overall open space system, at intersections, through buildings, and garages and at walking path junctions.



SHADE

Having the Scottsdale Collection be a premier destination year round is a focal point in the redevelopment of the Entertainment District. Part of creating a desirable place for this district is addressing the current climate conditions of the site. In Scottsdale, the average temperature during the peak of summer is around 104 degrees. This temperature can also be affected by the surrounding radiant reflectivity of materials in the site, making temperatures feel even hotter to a pedestrian.

The Scottsdale Collection is also affected by the number of paved surfaces and hardscape that creates an Urban Heat Island effect raising the nighttime temperature 10-15 degrees compared to rural areas.

The building planning, building design, and streetscape design should all focus on utilizing elevated quantities and qualities of shade. This effort of shade provision will provide relief in ambient surface temperatures and create a more walkable and environmentally responsive district throughout the year.



Resolution No.

9-ZN-2020
9/25/2020

ARCHITECTURAL AND URBAN DESIGN DESIGN GUIDELINES

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ENHANCED PUBLIC PERIMETER

ENHANCED PUBLIC PERIMETER

The purpose of the Enhanced Public Perimeter designation is to provide guidelines to achieve an elevated project presentation and experience along major arterial frontages. Both Camelback Road and Scottsdale Road are signature thoroughfares that define image of the City of Scottsdale. This section of the guidelines will outline design expectations of these frontages that will achieve the desired extortionary pedestrian and vehicular experience. The frontage elements outlined here address Streetscape, Open Space, Building Massing and Building Facade.

STREETSCAPE

SCOTTSDALE ROAD

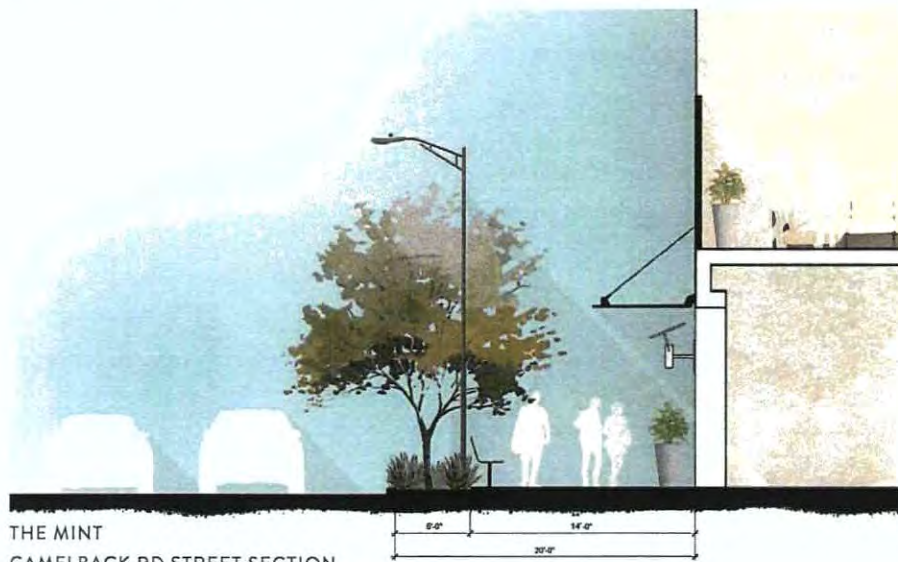
Scottsdale Road borders the Entertainment District to the west. It is classified as a Major Urban Arterial, a six-lane road with a center median and attached sidewalks. The proposed building setback along Scottsdale Road 40 feet Although pedestrian activity is limited along this frontage, it offers a significant opportunity for vehicular-scale art and design elements including large scale sculpture, murals and signage that can create an immediately recognizable identity for the site even for those simply driving through the area. All design elements shall conform to City of Scottsdale streetscape design guidelines.

CAMELBACK ROAD

Camelback Road borders the Entertainment District to the north. It is classified as a Minor Urban Arterial, a four-lane road with a central turning lane and attached sidewalks. The sidewalks do not connect to the intersection of Camelback Road and Scottsdale Road due to the exposed corner of the Canal. The proposed building setback along Camelback Road is 40 feet along the City Center site and 20-25 feet along The Mint site. The frontage along Camelback Road provides a livelier pedestrian atmosphere.



THE MINT
CAMELBACK RD STREET SECTION



THE MINT
CAMELBACK RD STREET SECTION

Plans, designs, guidelines and other elements of this document are conceptual only and subject to future modifications



ENHANCED PUBLIC PERIMETER

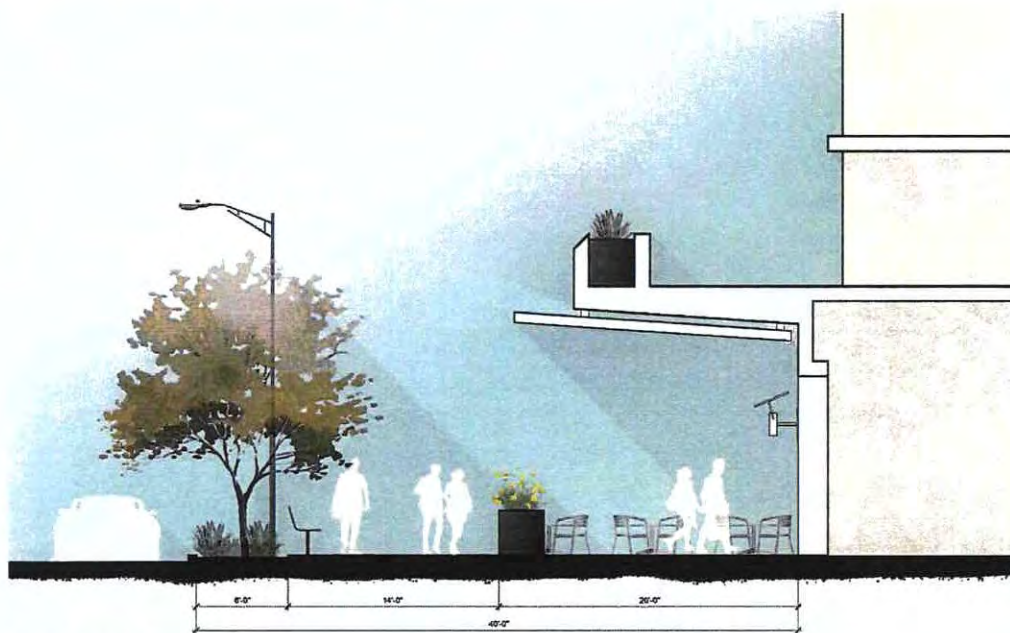
STREETSCAPE

Spaces between the building and the street serves as an extension of architectural design and an extension of the adjacent transportation corridor. Within the Scottsdale Collection, this area is designed to establish a synergistic relationship that provides comfort, function, and safety to pedestrians.

While many details of the landscape design will be specified at a later point in the development process, practices such as selecting design elements that reflect or complement the architecture while also providing definition and separation to the street edge. Strategically creating shade and aesthetic relief through the landscape and vertical elements, and providing functional furnishings such as seating, waste receptacles, and lighting are relevant to the success of the streetscape.

These sections and design guidelines set up parameters and suggestions for the best methods for achieving these goals. The streetscape also serves as a common vein that runs throughout the entire development and connects it to the surrounding areas. In addition to functioning as an extension of architecture, the design of the streetscape must also establish consistency across corridors of the development.

The overarching concept of the landscape design for Scottsdale Collective is based on creating niche communities and spaces within the Entertainment District, all of which rely on incorporating contemporary public art and good design.



CITY CENTER
CAMELBACK RD STREET SECTION



KEY PLAN

ENHANCED PUBLIC PERIMETER

To generate this consistency, a subtle but powerful aspect of the streetscape is proportion and scale. Despite the varied building heights and street widths, the streetscape will aim to engender the same feeling of comfort and safety through pedestrian-scaled elements and appropriate delineation and separation between pedestrian and vehicular pathways.



ENHANCED PUBLIC PERIMETER

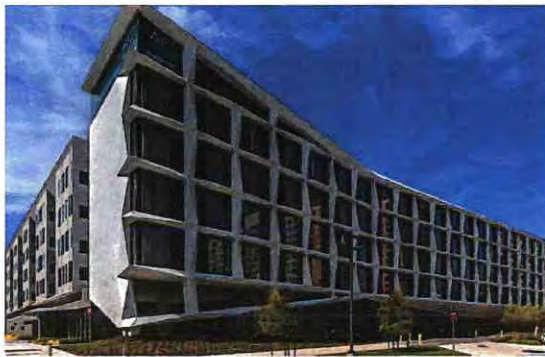
OPEN SPACE

It is important to identify opportunities for outdoor spaces that are visible, accessible and open to the public. The alignment of these along major arterials improves the pedestrian experience by providing visual and spacial scale variety along frontages. They also serve as destination nodes to help populate the streetscape corridors as connections.

The central design tenet for these spaces is user comfort. The benefit of incorporating exceptional open spaces into a development is the draw it creates for visitors, and when something is truly inspired that draw can reach national or even global proportions, particularly in the age of social media.

Attracting more people to the site and enticing them to stop and linger, creates greater potential income for service and retail establishments within the development. These spaces offer extraordinary locations for iconic public art installations, and within an arts district, like the proposed Scottsdale Collective, they are crucial to its identity.

*Refer to the Conceptual Community Benefit Plans for each par



ENHANCED PUBLIC PERIMETER

BUILDING MASSING

Within the EPP zone, building massing will be enhanced to create a more visually interesting built environment with a greatly reduced perceived height and volume. Visually diverse building elements should be overlapped in a manner to break up apparent mass and large continuous flat surfaces. As the function of different sections of the building changes, care should be taken to delineate those gestures in massing offsets.

Integration of both private and public open space on upper levels will be one of the primary tools used to create offsets and relief of massing within the volume of building blocks exposed to these frontages.

BUILDING FACADES

Design of building facades facing these frontage zones should be enhanced by a variety of different strategies. Goals of facade design should be to generate texture and depth within the facade by the use of integrated building elements. The dual function of these element should overlap with shading and screening functions when applicable. Window recesses, balcony overhangs and extended floorlines are possible elements that can add depth and shadow to facade expressions.



OVERALL ARCHITECTURAL CHARACTER

The architectural character of the Scottsdale Collection is a balance of both local and timeless iconic expression. This project serves as the gateway into the Old Town Scottsdale district and should present itself as a defining structure worthy of its location.

Buildings will not represent a specific architectural style but will individually respond to the conditions of context and use. Variety of building design and facade treatment is encouraged within the district. Just as public art and shade are founding principles of the public realm, artistic design expression and custom responses to solar exposure are highly encouraged.

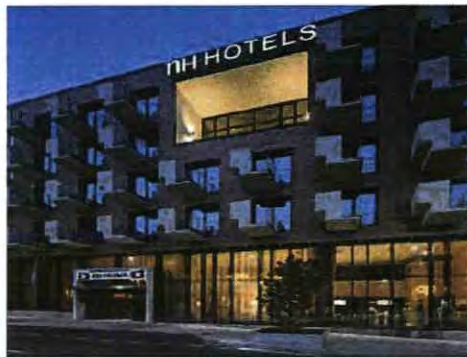


BUILDING CHARACTER

RESIDENTIAL

Building design serving residential uses should reflect the highest quality building facade materials. Residential units should utilize louvers, overhangs, screens and other techniques to allow for visibility from the interior units while also mitigating any solar heat gain affects.

Residential amenities should be designed to provide the best in class facilities. Planning and programming should take advantage of seasonal climates that encourage indoor/outdoor experiences. Exterior finishes and layout should be high end and align with Scottsdale's reputation as a premier residential location.



BUILDING CHARACTER

HOTEL

Building design serving hotel uses should reflect the iconic destination of Scottsdale. Form and finish shall be high end and provide tourists and patrons with a uniquely Scottsdale experience.

Hotel amenities should be designed to provide the best in class facilities. Planning and programming should take advantage of seasonal climates that encourage indoor/outdoor experiences. Exterior finishes should incorporate high-end materials and layout to align with Scottsdale's reputation as a premier hospitality location.



BUILDING CHARACTER

RETAIL

Building design serving retail uses should provide for a high end and visually stimulating experience for pedestrians at the ground level of the development. The facade of retail development should also provide shade for pedestrians. Upgraded finishes and glazing that provide great exposure of the store interior are highly encouraged. Design should balance creative variety and context blending into the upper levels.

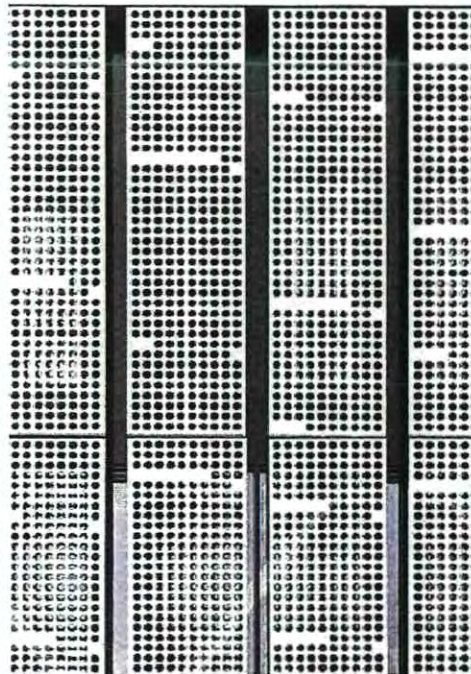




BUILDING CHARACTER RESTAURANT

Building design serving restaurant uses should serve to engage both the patron and the passing pedestrian with the energy and atmosphere of the establishment. This is accomplished through programming, planning, and facade design that promotes opening of the interior of the restaurant to the public way, while being aware of potential noise concerns and context. Operable walls and large scale glazing are just two ways to achieve this.

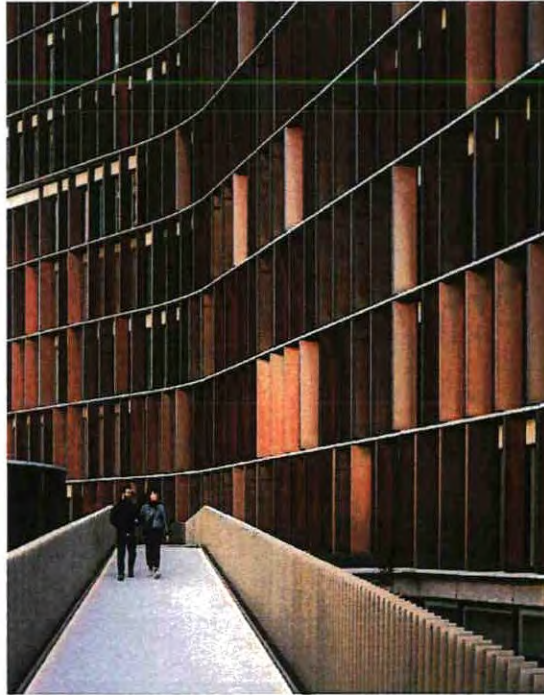
The branding of the restaurant should flow into the public way to enhance and inform the experience of the pedestrian zone. Outdoor dining opportunities are highly encouraged as a supplementary effort to enhance the pedestrian experience.



BUILDING CHARACTER

PARKING GARAGE

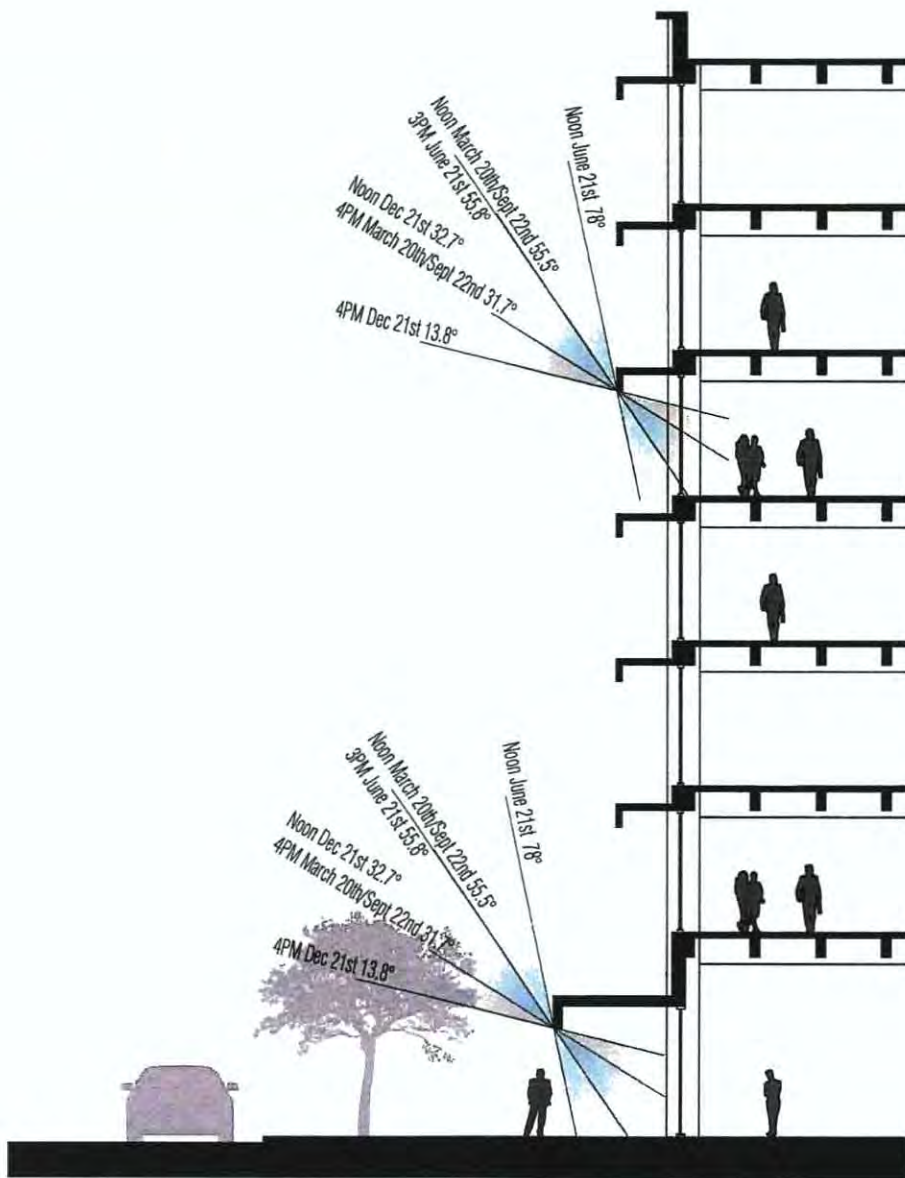
Buildings serving parking uses should be planned with efficient ease of navigation in mind. Exterior design of the parking facilities should serve to screen the parking function view from public ways. Creative and artistic screening solutions are highly encouraged for both functional and decorative purposes.



BUILDING CHARACTER

OFFICE

Building design serving office uses should include timeless and contemporary design. Interior and exterior design should promote solutions to daylighting and solar heat mitigation. Office design in this location should properly represent the premier destination of Scottsdale.



ENVIRONMENTAL RESPONSE

Orientation, Shade, & Rain Protection

Environmental comfort is one of the basic, underlying tenets that shapes the look and feel of the pedestrian oriented streets at The Scottsdale Collection. In response to Scottsdale's summer climate and monsoon season, The Scottsdale Collection provides various shading elements. Shade elements such as, but not limited to, suspended canopies, posted canopies, and awnings can be integrated into building and storefront designs as a part of the environmental strategy:

Shade/rain protection:

- Horizontal shading canopy are suggested
- Consideration should be given to the height and width ratio for the canopy.

Ground level shade/rain protection:

- For certain streets facing building facades at ground level canopies are suggested
- For certain south facing building facades, at the ground level canopies are suggested

Partial shade protection:

- Because shading strategies for different locations, with varying solar exposures, can vary greatly, partial shading designs will be considered on a case-by-case basis.
- For west and south facing facades' — afternoon protection is desired

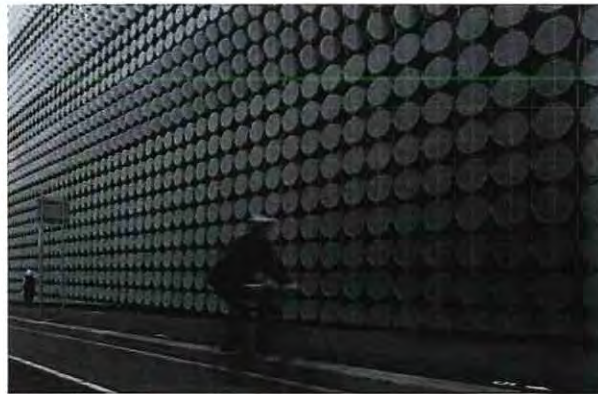
NOTE: Landscape may be utilized and will be considered as part of the shading strategy.



FORM AND SCALE

Building Massing

- Properly address the context of the project site as a basic and crucial start to the building design by understanding the surrounding building design, scale, and material..
- Use the base/middle/top design basis as a foundation to inform both building massing and programmatic functions of mid rise and high rise buildings. The base/middle/top organization does not necessarily imply stepping each section back as the facade goes up. Equal visual interest can be obtained by possibly recessing the base and top as a delineation. This has been a successful strategy in urban areas where pedestrian sidewalk width is crucial
- Regarding programmatic delineation, ground level commercial functions should visually separate the base in conjunction with appropriate material and other anchoring elements. Program again helps to bolster the middle expression of the high rise. Both hotel and residential programming lend themselves to a different and unique architectural expression of elements that can generate shade and shadowing patterns on the facade of the building.
- Furthermore, both of those program types typically house specialty uses on the top level.
- The presence of roof deck amenity programming, fitness rooms, lounges, and penthouses offer the ability to distinguish the top level architectural expression from the middle.
- Building massing and tower separation on the site should be utilized to balance maximizing scenic view corridors while also mitigating heat gain and western solar exposure. If western exposure is necessary, proper mitigation through horizontal or louvered architectural elements may be necessary.
- Massing strategies should be used to design towers that properly serve as iconic and visually engaging buildings while also improving the urban fabric and gateway skyline of Old Town



FORM AND SCALE

Facade Treatment

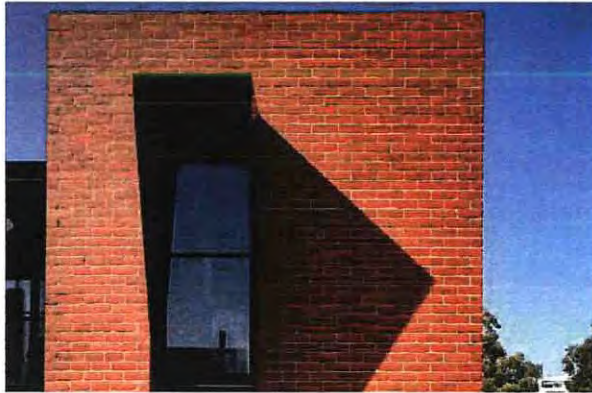
- Buildings should be composed to form dynamic building expressions and used to break up buildings into clear and distinct architectural elements.
- Quality design and detailing is encouraged on all sides of every building.
- Variation in building volume and plane and material are encouraged to create dynamic textures and variations with shade and shadow that are animated by the sun throughout the course of the day.
- Sun shading elements, projecting canopies, and awnings that provide cover and shade along the length of the street and shade building facades are encouraged
- The level of detail should be enhanced at the street frontage with refined materials and strong entry elements.
- Transparency of building facades is encouraged at the ground floor when abutting pedestrian areas.

Openings

- Doorways should address human scale and comfort and therefore head height for such openings may fall into the range of 8' to 12'.

Roof Treatments

- Buildings that strive to be iconic should be focused on how the top of the building meets the sky and alters the skyline of the district. Roof expressions in this district are encouraged to be dynamic in a way that supports and improves the skyline of the district. Variation in expression, texture, and height is encouraged.



MATERIALS

All building materials in the Scottsdale Collection should reflect a high quality of craftsmanship, through the careful design and detail of how materials are used, selected, and featured in architecture. Building materials should be used to create architecture that is both timeless and contemporary.

Masonry

Careful attention to detail is required at all connections and transitions to other materials. Edge details should prevent visible unfinished edges. Natural stone must be protected against staining and discoloration by means of sealants appropriate to the material.

Limestone

- Regionally sourced
- Varied colors, sizes and textures

Brick

- Natural tones are encouraged
- Blends with limited variation and similar hues

CMU

- Burnished
- Integral color

Other Natural Stone

Finishes for stone may include, but are not limited to:

- Polished
- Sandblasted
- Flamed
- Honed
- Split-face
- Carved



Concrete

Many precast stone and concrete products are currently available may be appropriate.

- Cast-in-Place
- Precast
- Board or linear formed concrete

Wood

Wood is best used in locations with minimal weather exposure, and the wood used must be kiln dried, mill quality, and specified clear with no knots and minimal imperfections. Care should be used with wood in exterior applications due to the environmental wear on the material. Acceptable wood species may include:

- IPE
- Cedar
- Cypress
- Mahogany
- Oak

Finishes for wood may include, but are not limited to:

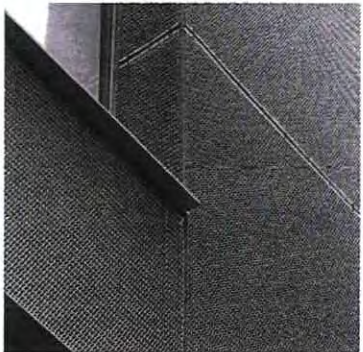
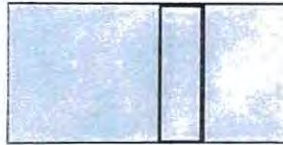
- Painted wood (enamel finish)
- Clear, preservative sealant
- Stained and sealed

Glass

Glass is vital for interior–exterior dialogue, and therefore should be carefully considered to optimize uses. Ground level glazing on shall have a visible transmittance (VT) of 0.6 or greater.

Glass may include, but are not limited to:

- Clear
- Tinted (Greys, Blues)
- Frosted
- Channel Glass
- Stained and sealed



Cladding

Exterior cladding in the Scottsdale Collection should be highly detail at all connections and transitions to other materials. Exterior edge details must prevent visible unfinished edges. Exterior cladding in the Scottsdale Collection can also have a variety of different styles and finishes, but all cladding should be complementary to the design of the Scottsdale Collection.

Finishes for cladding may include, but are not limited to::

- Curtain Walls
- Rainscreens
- Metal profile
- Tile handing

Terracotta

Architectural Terracotta screening can be used in a variety of different ways in the Scottsdale Collection.

Terracotta material applications may include, but are not limited to:

- Rainscreens
- Wall Cladding
- Louvers

Limited Finishes

- Painted CMU (inside of service yards only)
- Stucco (in back of house locations)
- EIFS
- Polished Metal (should be solid not plated, and should be limited to accent trim)
- Unique treatments of metal (painted, rusted, imprinted, and etched metals)
- Engineered synthetic or composite wood-like materials may be used



Accent Colors

In addition to rich natural earth tones, the desert landscape also contains a diverse range of colors and hues that change throughout the seasons. Desert blooms showcase and include, but are certainly not limited to, vibrant blue, red, orange, yellow, purple, and gold tones that carpet the desert floor at different times throughout the year and in response to variations in natural conditions. Sunsets also create a dramatic backdrop to the desert landscape as dynamic colors paint the sky at dusk. The Scottsdale Collection will pay homage to the diverse color palette found in the Sonoran Desert.

Such desert bloom color palette applications may include, but are not limited to:

- Accent color on building facades
- highlight entrances
- Shade and art installations, permanent and temporary
- Accent materials for hardscape and landscape



SCREENING

Mechanical Equipment

Mechanical equipment, whether at grade or on a building's roof, should be screened from ground level public view with architectural and/or landscape materials consistent with the buildings at the Scottsdale Collection (materials, color, scale, etc.), or they should be located so as not to be visible from public ways.

Utility Equipment

Utility equipment (vents, stacks, gas and water meters, etc.) and associated protective materials (bollards, etc.) should be screened and painted so as to blend in with the roof or building. Fencing or screens must meet all code and proprietary clearances.

Service Areas

Service areas (trash, recycling, mechanical areas, storage, utility, and meter rooms) should be architecturally integrated within the body of the building or located in service alleys at the backs of buildings and be screened from ground level public sight. Masonry or opaque steel doors and screens may be used. Chain-link with vinyl strips is not acceptable. The effectiveness of the equipment screening should also take into consideration future development in the surrounding area.

Using a variety of year-round plant species is ideal when screening equipment. Use plant species that are capable of withstanding Arizona desert climate. Maintenance of the plant materials used for screening is required. Refer to the Landscaping and Hardscaping section of these guidelines for more information.

LIGHTING

Lighting for the Scottsdale Collection promote quality site lighting design with the goal of providing a rich and welcoming evening environment with safety and security as a priority. The use of lighting should be integrally designed as part of the built environment and should reflect a balance for the lighting needs with the contextual ambient light level and surrounding nighttime characteristics of The Scottsdale Collection.

Lighting solutions are encouraged to utilize:

- Full cut-off or fully shielded fixtures, set mounting heights as required to effectively control glare, light trespass, and maintain dark skies.
 - Fixtures and strategies that promote energy conservation.
 - Automatic controls systems to eliminate excessive light during non-active hours of site and building operation.
 - Lighting on the exterior wall immediate to the storefront area which encouraged to help increase Tenant identity and to provide an appropriate level of comfort and rhythm for the pedestrian.
 - Low-level, down-lighting integrated into the canopy to provide visibility and security. The lighting should enhance or be an extension of the design intent of the architecture.
- All exterior lighting designs shall:**
- Take into account all exterior lighting sources.

Please refer to the Landscape and Hardscape section of these guidelines for landscape lighting requirements.

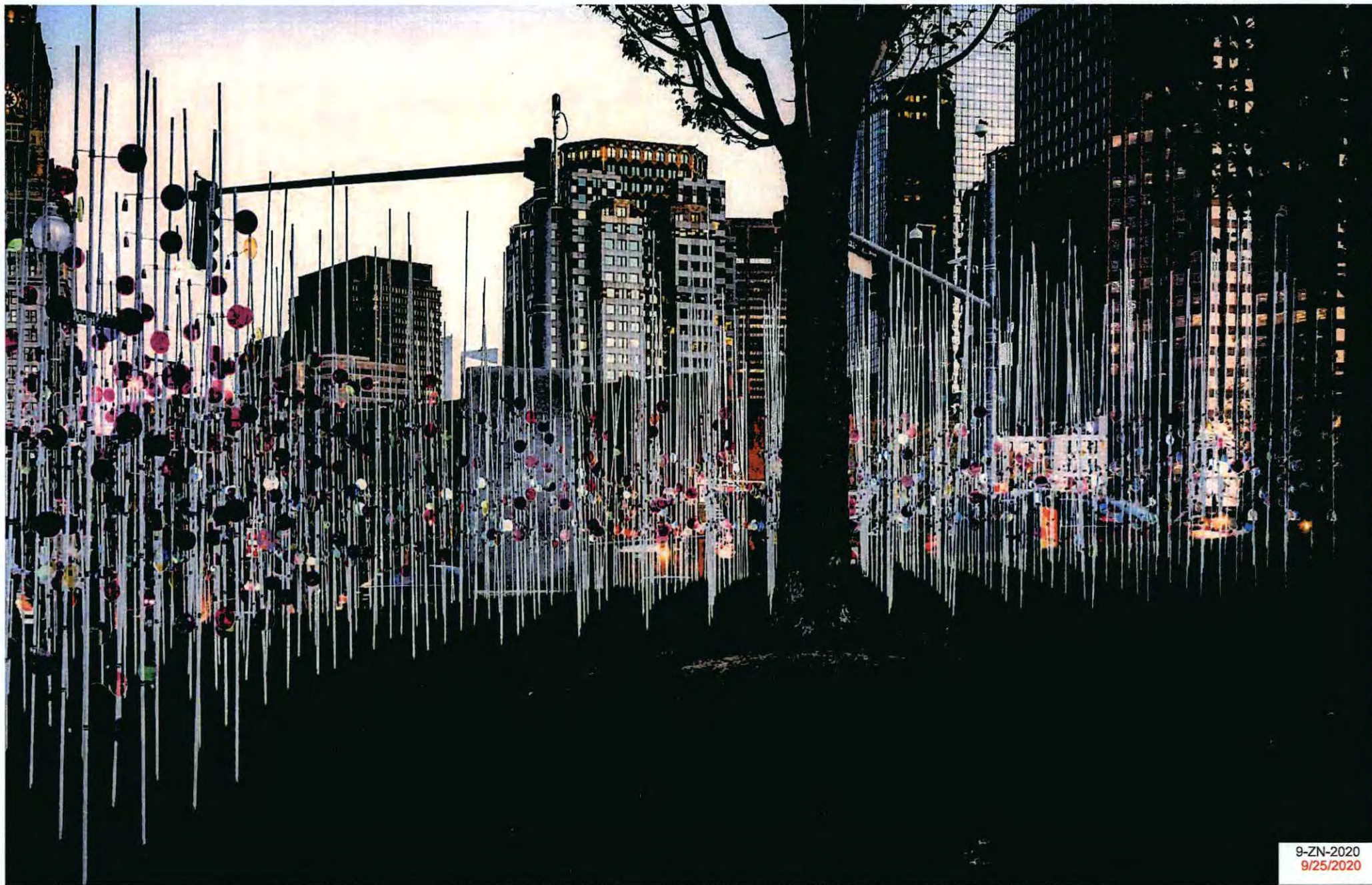


DESIGN GUIDELINES LANDSCAPE ARCHITECTURE

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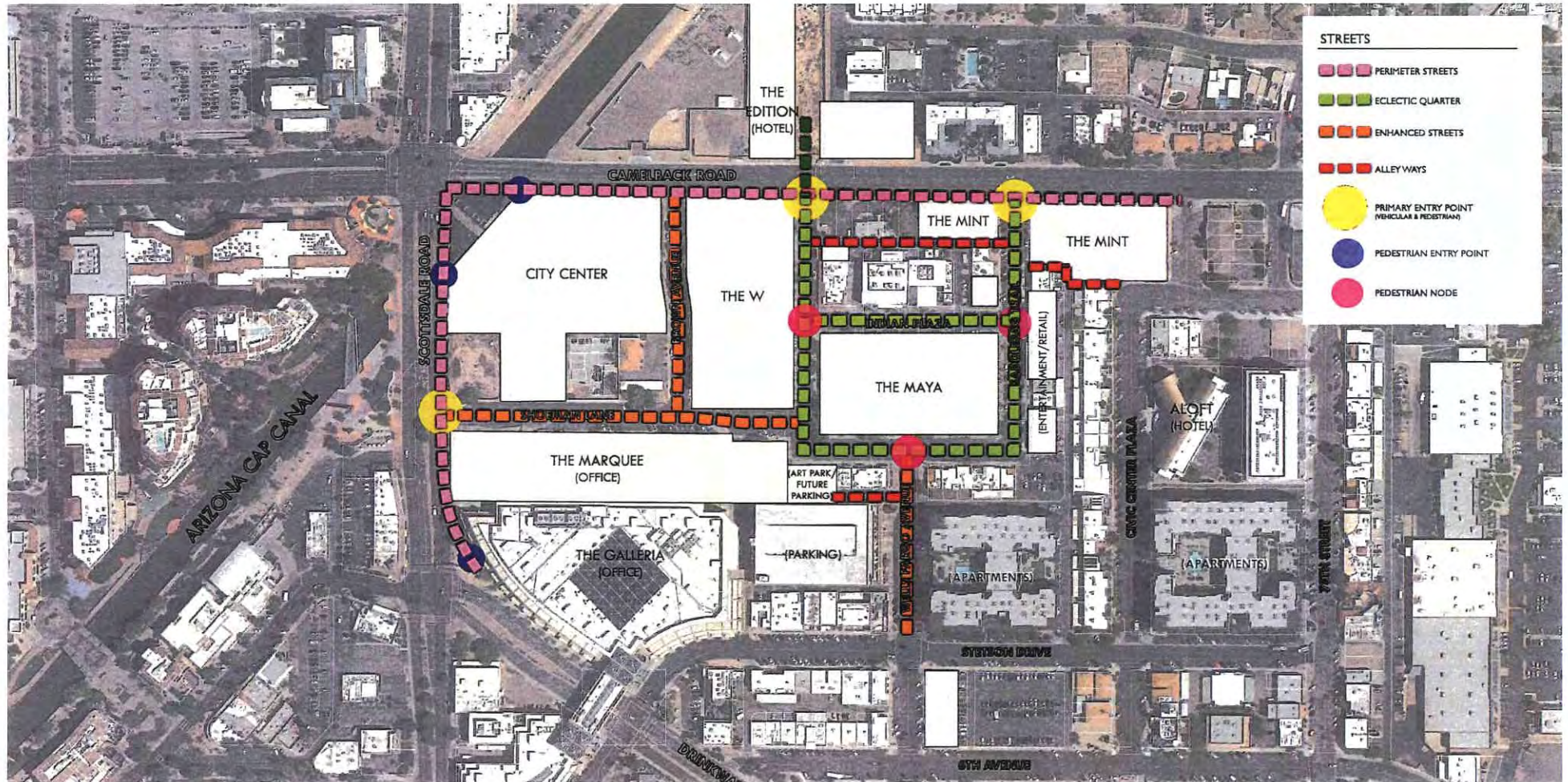


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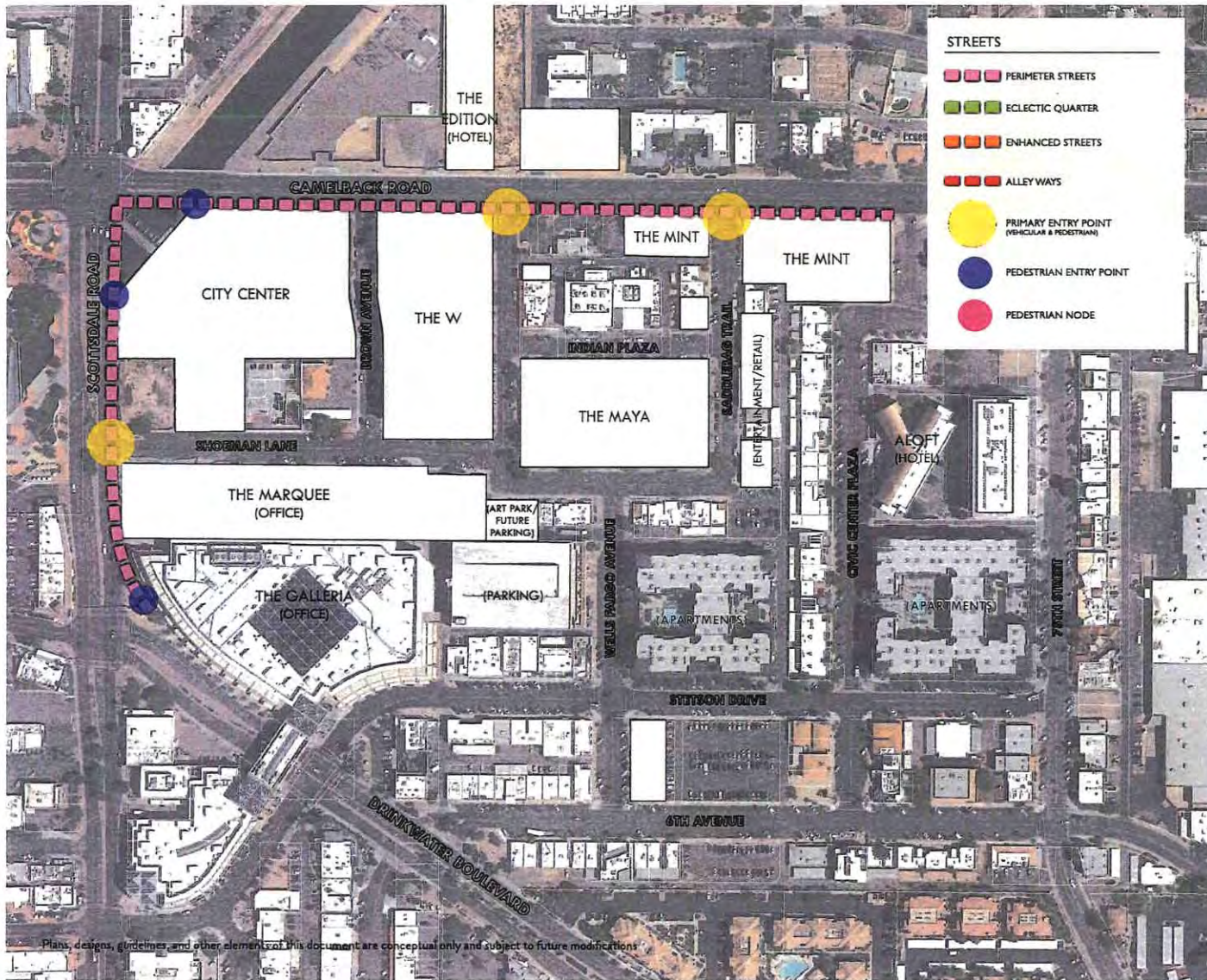


1: STREETSCAPES

Within the Entertainment District, the streets are the primary means of vehicular and pedestrian conveyance but they are also spaces. They need to cooperate with the buildings and open spaces of the development to complete the design intent and establish the identity of the Scottsdale Collective.



PROPOSED CONCEPTUAL STREETSCAPE MASTER PLAN



Perimeter Streets

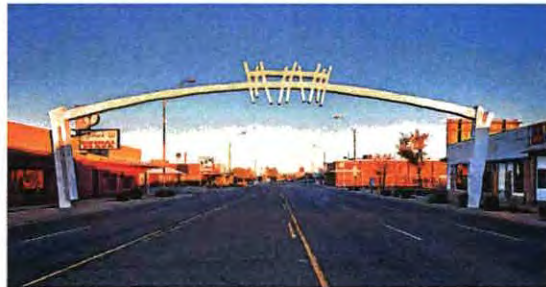
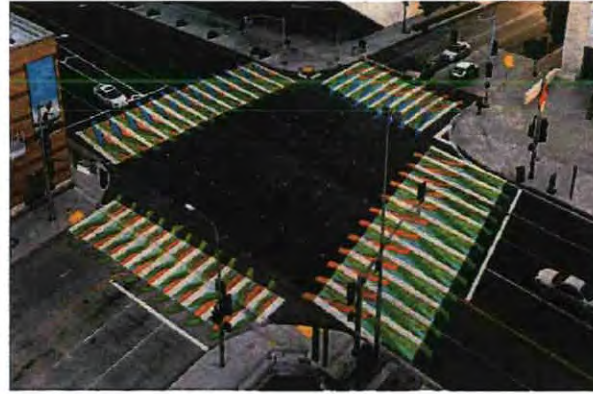
SCOTTSDALE ROAD

Scottsdale Road borders the Entertainment District to the west. It is classified as a Major Urban Arterial, a six-lane road with a center median and attached sidewalks. The proposed building setback along Scottsdale Road 40 feet. Although pedestrian activity is limited along this frontage, it offers a significant opportunity for vehicular-scale art and design elements including large scale sculpture, murals and signage that can create an immediately recognizable identity for the site even for those simply driving through the area. All design elements shall conform to City of Scottsdale streetscape design guidelines.

CAMELBACK ROAD

Camelback Road borders the Entertainment District to the north. It is classified as a Minor Urban Arterial, a four-lane road with a central turning lane and attached sidewalks. The sidewalks do not connect to the intersection of Camelback Road and Scottsdale Road due to the exposed corner of the Canal. The proposed building setback along Camelback Road is 40 feet along the City Center site and 20-25 feet along The Mint site. The frontage along Camelback Road provides a livelier pedestrian atmosphere. For this reason, a mixture of vehicular and pedestrian scale

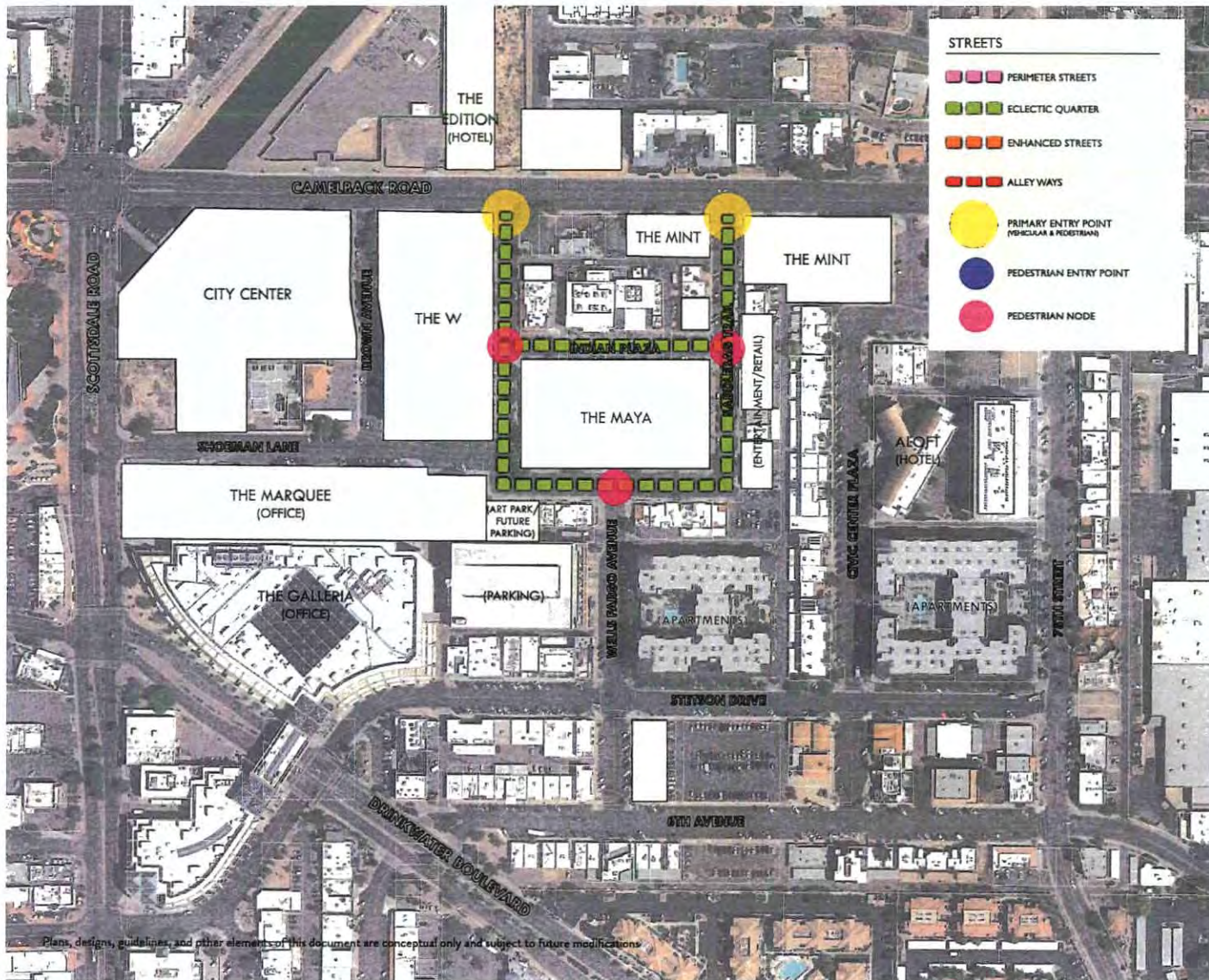
PROPOSED PERIMETER STREETS PLAN



Entry Points (Vehicular & Pedestrian)

The major entry points into the Entertainment District are from Camelback Road and Scottsdale Road. Establishing the identity of the Scottsdale Collective at these points is vital to the success of the district. In addition, the conceptual design for the proposed buildings throughout the site integrate raised platforms and overhead structures in several areas of the district. Using complementary elements like arches or gateways to signify transitions into or between areas within the district can create order and/or hierarchy to the development. Other wayfinding or identifying elements to create a distinct flow throughout the site are desirable as well.

Vehicular entry points to the site include the intersections of Brown Road and Saddlebag Trail with Camelback Road and the intersections of Shoeman Lane and Stetson Drive and Scottsdale Road. The one-way orientation of Buckboard Trail and Saddlebag Trail makes the intersection of Buckboard Trail and Camelback Road an important vehicular egress of the district. Importantly, these locations all serve as pedestrian access to the district as well. In addition, the section of the Arizona Canal adjacent to City Center at the intersection of Camelback Road and Scottsdale Road creates two pedestrian-only access points. The interaction of the building with the street will form a grand, semi-public plaza at the most prominent point of the site. Furthermore, improvements to the pedestrian node located at the intersection of Scottsdale Road and Drinkwater Boulevard are already underway.

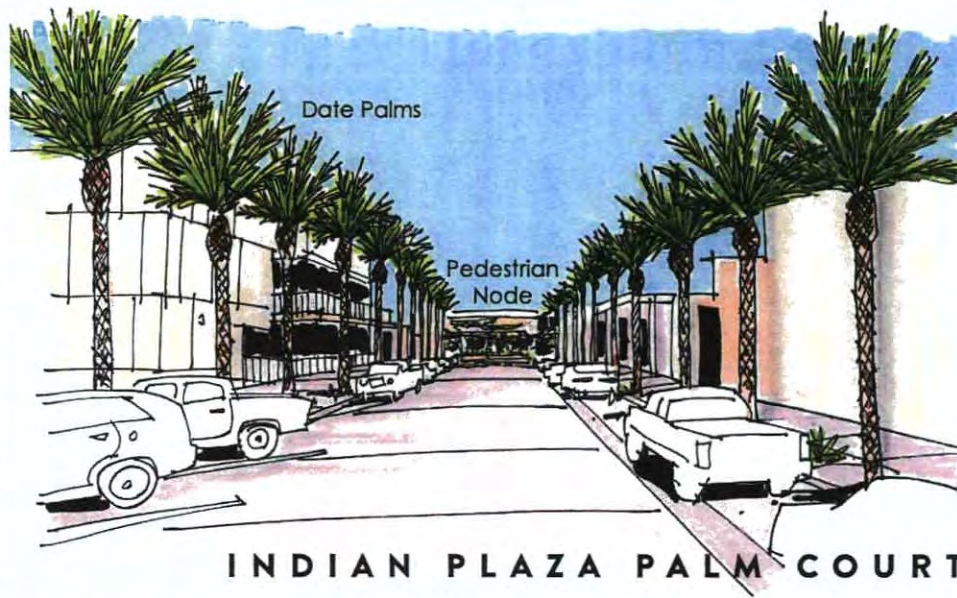


The Eclectic Quarter

BUCKBOARD TRAIL, SADDLEBAG TRAIL & SHOEMAN LANE (EAST)

This portion of the district is currently a concentrated area of eating and drinking establishments, night clubs, boutique shops and other entertainment venues. In particular, the area attracts a greater night and weekend crowd. This area is more eclectic with a diverse mix of existing establishments. The proposed improvements in this portion of the district will add visual interest to the streetscene and create a more comfortable pedestrian experience. Part of these enhancements includes the addition of pedestrian oases at either end of Indian Plaza complete with colorful, creative shade structures, seating areas and enhanced landscaping. Other desired improvements include innovative lighting solutions, supplemental/ replacement street tree plantings, hardscape treatments to the crosswalks/intersections, and various other artistic elements.

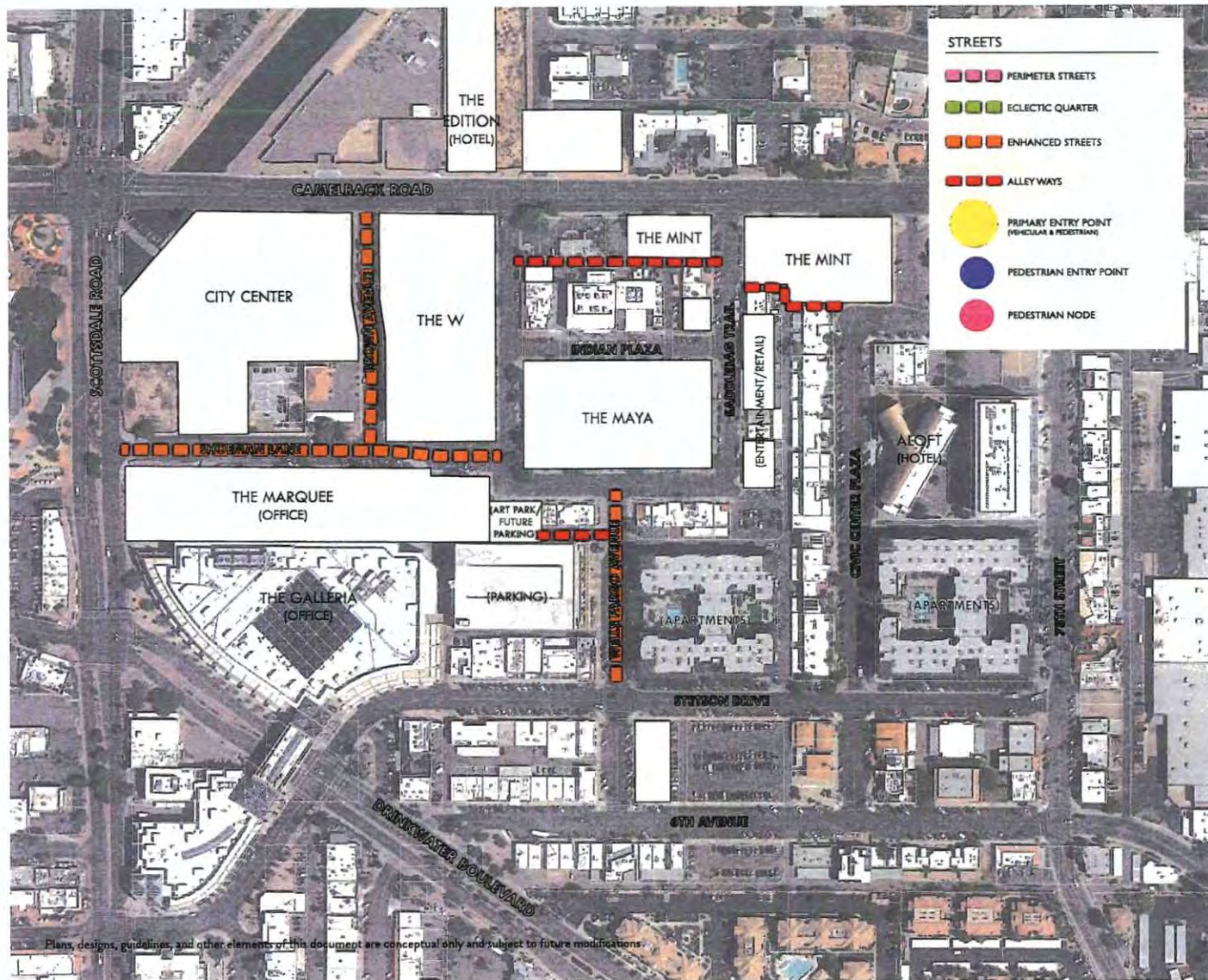
THE ECLECTIC QUARTER PROPOSED PLAN



INDIAN PLAZA

Indian Plaza offers a unique opportunity to embrace and support the eclectic aspect of the Entertainment District. The protected location and intimate proportion of the street makes it ideal for outdoor events. By closing off the intersections with Buckboard Trail and Saddlebag Trail, the street becomes a dynamic pedestrian haven. Currently there are several hardy date palms planted along Indian Plaza. Using these established trees and adding to them to create a theme street lined with dense palm trees will provide a sense of enclosure and give Indian Plaza a distinctly different feel from the other streets within the Entertainment District. To maintain a cohesive tone with the rest of the district, the other improvements should match or complement those applied to Buckboard Trail, Saddlebag Trail and Shoeman Lane (East).





Enhanced Streets

SHOEMAN LANE (WEST)

The portion of Shoeman Lane that extends from Scottsdale Road to Buckboard Trail is referred to in this document as “Shoeman Lane (West)”. The Scottsdale Collective includes the majority of the properties that front onto Shoeman Lane (West). As a prominent circulation route through the Entertainment District, Shoeman Lane (West) sets the tone for users as they traverse through the development. Whether driving or walking, street trees make a considerable difference both as visual relief in the urban landscape and in the microclimate of a space through shade and transpiration.

WELLS FARGO AVENUE

With the recent development of The Stetson residential buildings on the east side of Wells Fargo Avenue, improvements were made to the east side of the street including planting large shade trees along the right-of-way. However, the west side of the street is lacking the shade and visual softening that is so prominent across the street. As part of the proposed improvements for the Scottsdale Collective a study of the best method for adding trees into the existing street section without affecting the required dimensions of sidewalks, parking stalls or drive lanes will be completed.

SECONDARY STREETS & ALLEYS PROPOSED PLAN

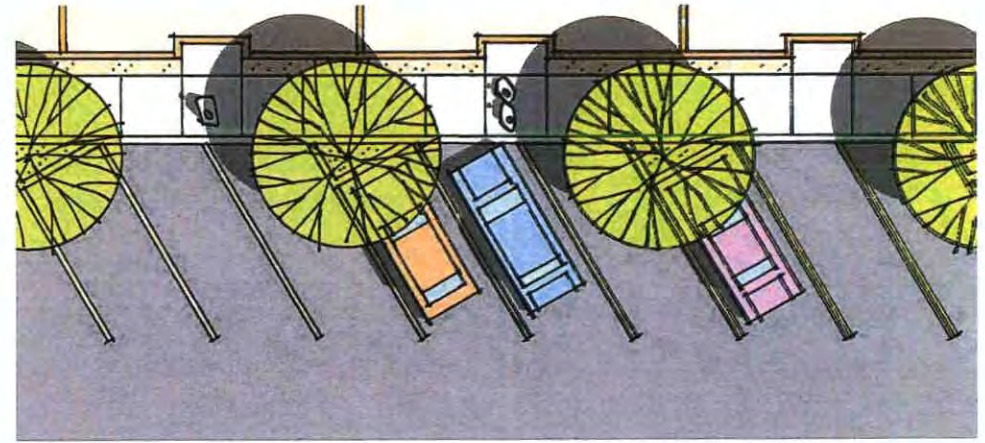
2: GATHERING AREAS

Public gathering areas will be interspersed across the site providing comfortable places to rest, socialize with other users, interact with the space, and observe the varied and dynamic activity of the district.

Pedestrian Nodes

Pedestrian nodes are important in creating a comfortable and inviting environment for people exploring a site on foot. Public or semi-public outdoor spaces that offer shade and respite are particularly well suited to an arts and entertainment district. Plant material is a key component of the pedestrian node and highly recommended for all

proposed locations. Pedestrian-scale amenities can vary widely from a shade tree and a bench to a landscaped area with shade structures and tables and chairs. Other items that are appropriate for these places would be way finding elements, bicycle parking, trash and recycling receptacles, lighting, etc.

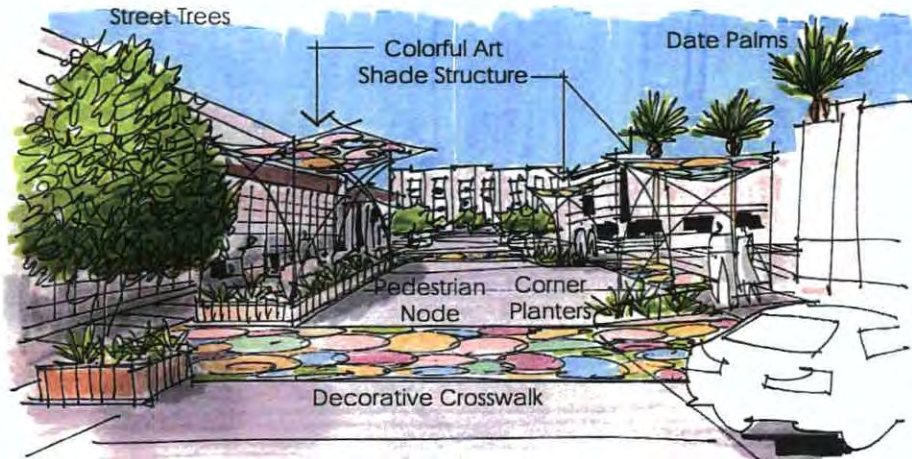


Plazas/Open Spaces

It is important to identify opportunities for outdoor spaces that are visible, accessible and open to the public. The Scottsdale Collective achieves this. The central design tenet for these spaces is user comfort. The benefit of incorporating exceptional open spaces into a development is the draw it creates for visitors, and when something is truly inspired that draw can reach national or even global proportions, particularly in the age of social media. Attracting more people to the site and enticing them to stop and linger, creates greater potential income for service and retail establishments within the development. These spaces offer extraordinary locations for iconic public art installations, and within an arts district, like the proposed Scottsdale Collective, they are crucial to its identity.

Parking

Another key aspect of the streetscape is parking. Adequate parking distributed appropriately across the district ensures convenience and accessibility for visitors and residents. Currently, available parking on the site is provided by parallel, angled, and 90-degree spaces along most of the streets, plus a garage and a small public lot. Improving the streetscape within the district will require a balance in reorienting and/or shifting around on-street parking to create space for planting and pedestrian nodes. Additionally, the Scottsdale Collective is proposing design solutions like the image to the left to fit landscaping into the existing street sections where possible.



PEDESTRIAN NODES - EXAMPLE



Alleys

Alleys within the Scottsdale Collection have an opportunity to become hidden gems. Often overlooked, alleys have the prospect of bringing entertaining and unique placemaking features to an “off the beaten path” location. Most alleys are public ways which will limit the amount of improvement which can be done. Several of these improvements will focus on art and lighting-improvements that can be achieved simply and economically. Outdoor mural art on the side of a building is one way to enhance an alley. Mural art can also be enlightening, meaningful as well as whimsical.

Lighting is an important component of alley enhancement. Typically dark, alleys should be well-lit for the safety of the community. Lighting can also activate the space and bring it life. Lighting can occur from the sides of the buildings as well as catenary lighting that can be affixed to buildings and/or poles.

The paving in the alley can be a mixture of concrete pavers, colored and/or stamped asphalt, or other surface types. Another approach is to introduce art to the alley on the pavement itself. Unique and cost-effective painting and murals can add a splash of color as well as intrigue.



3: TREE INVENTORY

The existing streetscapes throughout the Entertainment District are a patchwork of old and new infrastructure. In many areas the streetscape is severely lacking in shade and amenities. Additionally, many trees along the streets are dead, dying or have already been removed. The Street Tree inventory and Supplementation Plan on the next page, shows the current condition (good, fair or poor) of the existing street trees on the site as well as locations for proposed supplemental and replacement trees. Designers should note the areas with several trees in fair or poor condition to assess the cause of the distress or death of the existing trees and whether a different tree species would survive better in that location before replacing them.

Throughout the Entertainment District there are several locations where a space for a tree was constructed and either no tree was installed or the tree was later removed. At these locations a replacement tree should be installed. Also shown on the plan, are locations where there is a need for a tree, but no space has been provided. In these locations, a space should be made in the hardscape for the installation of a supplemental tree. Replacement and supplemental tree species should be chosen based on the other trees along the street, unless the conditions of the location are significantly different from the locations of the existing trees. In general, when planting new trees either to add shade to an existing streetscape or as part of the construction process for new development, the specific characteristics of each individual location should be considered to reduce the loss or failure of landscape material in the future. The trees that line each street within the development will help to establish the character of the street and surrounding area.

Because palm trees do not provide an abundance of shade, they are discouraged from use as street trees throughout most of the Entertainment District. The exception to this is Indian Plaza, see the top right image. As this street is the core of the Eclectic Quarter and the heart of the Scottsdale Collective, it is proposed that this street be lined with palm trees to elevate the character of the street. In order to offset the reduced shade canopy from the trees along Indian Plaza, the integration of alternative shade solutions is encouraged.



EXISTING STREET TREE INVENTORY PLAN

LANDSCAPE ARCHITECTURE CHARACTER IMAGERY

ARTISTIC SHADE APPLICATIONS



Plans, designs, guidelines, and other elements of this document are conceptual only and subject to future modifications

5. FURNITURE

Site furnishings, such as benches, tables and chairs, trash and recycling receptacles, and bollards provide important amenities for pedestrians by creating a comfortable setting to rest and socialize along streets and public spaces. They should be both visually inviting and functional. Each application of site furnishings offers an opportunity for artistic or creative expression.

Flexible Spaces

An important social aspect of selecting furnishings (especially tables and chairs) for public open spaces is ensuring that the furniture is movable. Of course, there is a balance between safety and security, but movable furniture creates a flexible and more inviting space for the users. By providing this flexibility, spaces are better able to accommodate groups of varying numbers for differing activities whether it's two friends enjoying coffee together, a family with children resting on a walk through the district or a large group of coworkers on their lunch break. If people are able to tailor the space to better fit their needs, the space will automatically be more comfortable and attract more users. It encourages socialization and promotes interaction with the entire space.

However, movable chairs are desirable for more than just practical functionality. Whether consciously or subconsciously, human beings feel compelled to move their chairs before they settle in, even if it's a seemingly insignificant change. This habit helps people to establish a certain amount of 'ownership' over their surroundings making them feel more at home.

Seating

In general, seating should be placed in areas that also provide shade and comfort for resting pedestrians and should be emphasized in areas where people are more likely to be waiting for something such as entries to buildings, transit stops, parking pick-up/drop-off locations, etc. Seating is a broad term and can take the form of freestanding benches, movable chairs or stools, seatwalls, raised planters, or may even include elements that are incorporated into building forms or other structures.

Tables & Chairs

These site furnishings can be introduced into select areas to promote a comfortable gathering place for pedestrians in varying sizes of groups to rest, socialize, play games or indulge in a refreshment. These areas should be well out of the way of vehicular routes and should have adequate visibility both to provide safety and security, but also to maintain an open and inviting feel.

Trash & Recycling Receptacles

Trash and recycle bins should be provided in heavily trafficked pedestrian areas and are essential to discourage littering and promote a clean, sanitary and pleasant environment. Waste receptacles should be furnished in volumes and quantities appropriate to the level of use of the area must be serviced as regularly as needed. Although they play a solely functional role, the bins may be designed and integrated in a creative manner so long as they remain highly visible and their purpose easily recognizable.

Bollards & Barriers

Bollards are used to separate pedestrians or streetscape elements from vehicles. They are used to prevent vehicles from intruding into pedestrian reserved spaces including sidewalks and plazas and can be designed to add interest to streetscapes. Bollards can also be temporary, installed to retract into the ground or to detach from a mounting plate in the concrete.

Bike Racks

Bicycle racks will be provided throughout the development. Areas that should be considered for bicycle parking are entries to buildings, larger gathering spaces and near vehicular parking areas. Because bike racks are simple structures, they offer some of the most creative opportunities for artistic expression and interpretation.

Games & Play as Art

While physical activity and recreation is not an intentional use for the Entertainment District, the incorporation of artistic play elements or games as a part of interactive art and/or temporary installations is encouraged. Public art is an excellent opportunity to engage people of all ages physically, social or intellectually.

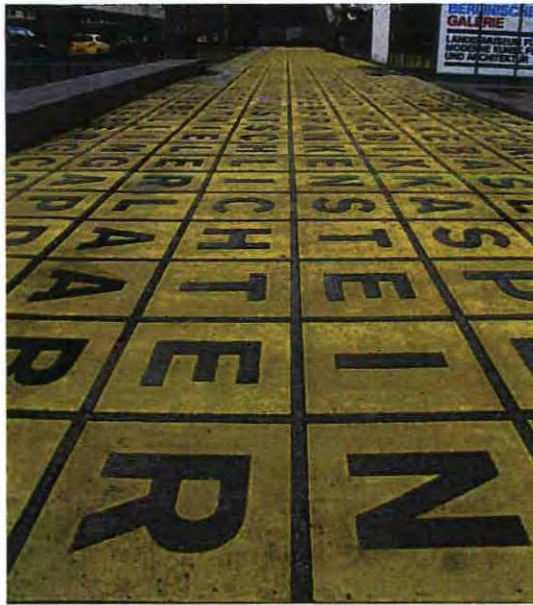


LANDSCAPE ARCHITECTURE CHARACTER IMAGERY

ARTISTIC SITE FURNISHINGS



Plans, designs, guidelines, and other elements of this document are conceptual only and subject to future modifications



6. HARDSCAPE

Hardscape treatments are another opportunity to elevate the level of design within the Entertainment District. Materials, colors, and textures all play a role in how a paving pattern contributes to the perception of the space. The aesthetic treatments applied to groundplane should fit the intended programming and complement the other elements in the space.

Sidewalks & Paths

Sidewalks along streets make up the majority of the existing pedestrian routes within the Entertainment District. It is important to have amenities along these routes like shade, benches, trash receptacles, landscaping and lighting, along with a clear and uncluttered pathway. Therefore, amenities should be located along public sidewalks where feasible without encroaching into the required clearance

for the sidewalk. One of the primary goals of these guidelines is to enhance the streetscape from existing conditions. This means finding creative solutions to incorporate shade trees and furnishings into the narrow existing street sections. Although much of the sidewalk within the Entertainment District is existing, the stretches of sidewalk that will be demolished and rebuilt offer opportunities to add interest through color, texture or pattern.

The proportions of the streetscape should relate to one another; building height, street width, and landscape areas should play a role in determining the right amount of clear area for the sidewalk. The minimum dimensions for each of these streetscape components are determined by the City of Scottsdale standards.

Crosswalks

A feature of safe crosswalks is a change in appearance and/or material. This makes crosswalks an exceptional opportunity for creativity. Incorporating intriguing colors, shapes, patterns or textures enhances crosswalks adding interest and identity. Pavement treatments at intersections may include (but are not limited to) stamped and/or colored asphalt or concrete, pavers or tiles, or painted designs. Where feasible, the crosswalks within the Entertainment District should employ at least one of the treatments listed above. Artistic license within crosswalks and any other vehicular right-of-way must not interfere with the required safety precautions like visibility of crossing signals or the location or detectability of the truncated domes that signify intersections for the visually impaired.

7. WAYFINDING

Wayfinding elements should be placed in highly visible locations along pedestrian and vehicular pathways. The scale and size of these elements should be appropriate for the intended user. Infographics are recommended but only when it is the most efficient way to communicate the necessary information.

Wayfinding elements can come in a variety of forms such as vertical or horizontal directional signs, symbols, insignia, paving patterns or inserts, walls, lights etc. Wayfinding elements also lend themselves to reinforcing the project identity. Important wayfinding solutions may be lit if appropriate. These solutions can also be temporary, used for specific events or during construction when some signs and pathways may not yet be installed.

8. LANDSCAPE

The landscape character of the Scottsdale Collective is desert contemporary. Selected tree species for the streets should come from the palettes shown on the Street Tree Master Plan. All shade trees, decorative trees, shrubs, perennials and accents should come from the Arizona Department of Water Resources (ADWR) approved plant list. Refer to the City of Scottsdale Recommended Plants for Downtown (Appendix 8-1A) for suggested plant species along or in street rights-of-way. Plant material should be used to define outdoor spaces and create microclimates where feasible.

Elements of good planting design include grouping like species and layers plants of differing heights, colors and textures. Also, understanding bloom times for various species and varieties allow for visual interest throughout the year. Using plants with thorns or spines near areas of pedestrian or vehicular activity should be avoided. Turf should be minimal and purposeful. All planting areas should be filled in with decomposed granite or similar material. Selected plant species should promote low water use practices.

Trees

Trees along streets and throughout open spaces provide shade, aesthetic relief, and character to the different spaces within. All of the streets in the Entertainment District have been grouped into four categories based on character and purpose. Each category has been assigned a list of appropriate tree species options. These options were incorporated from the City of Scottsdale Recommended Plants for Downtown document. All trees should be hardy species able to withstand

our climate and urban environment.

Trees planted along rights-of-way and in heavily trafficked areas should be planted in raised planters or beds as often as possible. This will protect the tree reducing death and damage of plant material, while also adding height to the canopy allowing the tree to cast more shade and creating opportunities for integrated seating along sidewalks.

Maintenance

Maintenance and upkeep of plant material throughout the Entertainment District is vital to maintaining the standard of quality of the development. Dead or damaged material should be replaced in a timely manner. Under and over pruning should be avoided. As a part of the desert character, pruning plants into geometric shapes is inappropriate unless it is part of a conscious artistic vision. Trees near vehicular and pedestrian activity should be limbed up to maintain the necessary clearance.

9. ELEVATED LANDSCAPE

Part of the design concept for the Scottsdale Collective involves patios and/or plazas that will be architecturally elevated above the ground plane. Roof gardens and other similar application present many challenges to growing healthy, hardy plants. Planting wells on a roof garden need to be deep enough to accommodate the root systems of the plants and well drained to prevent drowning the plants during heavy rainfalls. They must also be structurally engineered to handle the combined weight of the plants, soil and water on top of the added manufactured components of a roof garden system. Selecting plant species that can tolerate climactic conditions, is important. It is

also important to find species that can maintain their strength despite shallow root systems; species that are drought tolerant but also hardy enough to withstand occasional flooding.

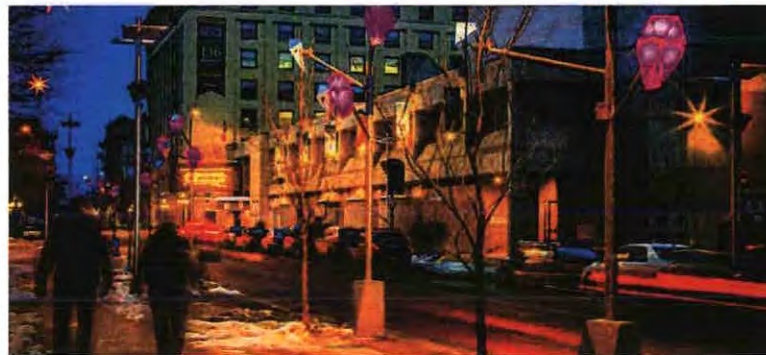


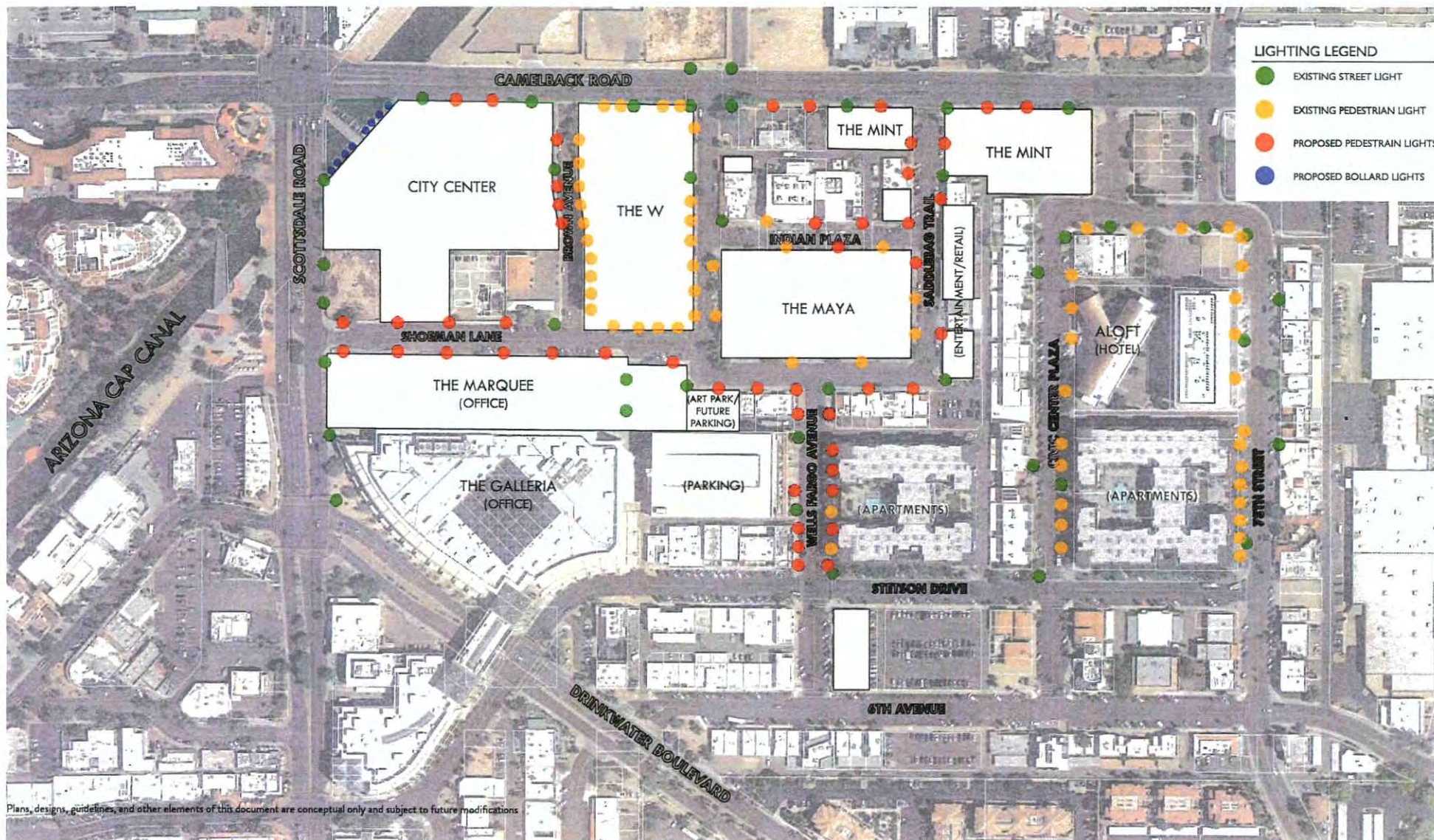
10. LIGHTING

The lighting for the Collective combines both a functional and aesthetic purpose. The lighting will include a combination of streetlights, pedestrian pole lights, art installations, temporary events, light bollards and accent lighting.

The existing pedestrian pole lights are reminiscent of a contemporary fixture that is well suited for the district. Should the poles be replaced in the future, they will be replaced with a pole and fixture that reflects the design character of the overall master plan. The streetlights may be removed and replaced/substituted with catenary lighting or other fixtures which are part of a larger family of fixtures and pole types. All pole lights shall meet the City guidelines as well as conform to the overall design consistency of the Collective.

The lighting for the Collective will have a unique yet consistent look based on a singular family of fixture types.

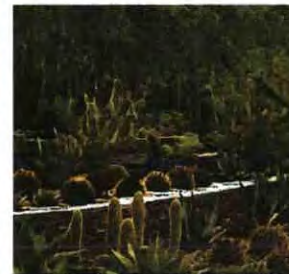
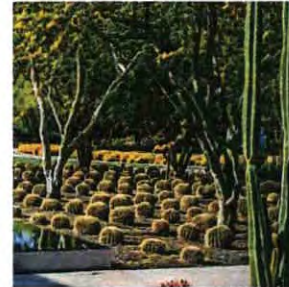




LIGHTING INVENTORY PLAN

LANDSCAPE ARCHITECTURE CHARACTER IMAGERY

LANDSCAPE PLANTING DESIGN



Plans, designs, guidelines, and other elements of this document are conceptual only and subject to future modifications

Perimeter Streets

TREES

Acacia varieties
Chilopsis varieties
Prosopis varieties

Acacia
Desert Willow
Mesquite



SHRUBS

Agave varieties
Aloe varieties
Calliandra varieties

Agave
Aloe
Fairy Duster



City Center Streets

TREES

Acacia varieties
Chilopsis varieties
Parkinsonia varieties

Acacia
Desert Willow
Palo Verde



SHRUBS

Aloe varieties
Salvia varieties
Tecoma varieties

Aloe
Sage
Yellow Bells



LANDSCAPE PLANT PALETTE/CHARACTER

Nightlife Quarter Streets

TREES

Chilopsis varieties
Ficus varieties
Phoenix varieties
Ulmus varieties

Desert Willow
Indian Laurel Fig
Date Palm (Indian Plaza)
Elm



SHRUBS

Agave varieties
Aloe varieties
Muhlenbergia varieties

Agave
Aloe
Muhly grass



Enhanced Streets

TREES

Acacia varieties
Parkinsonia varieties
Prosopis varieties

Acacia
Palo Verde
Mesquite



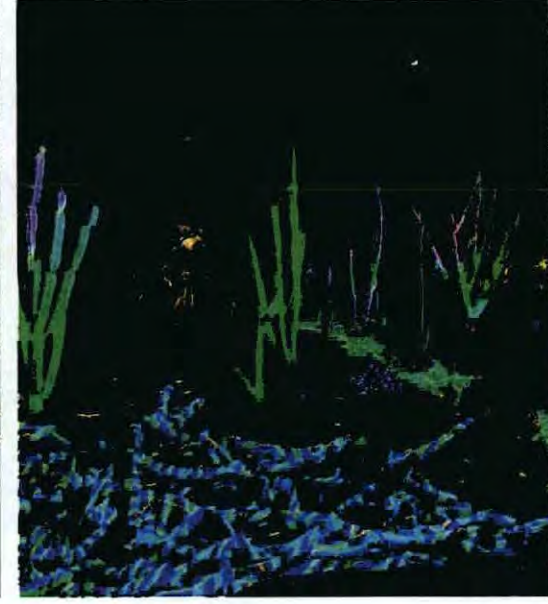
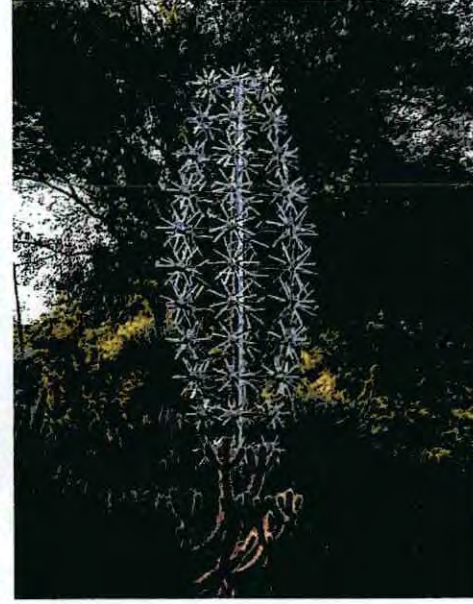
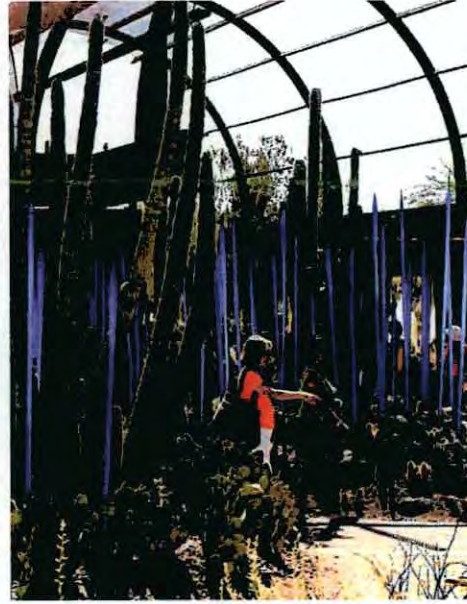
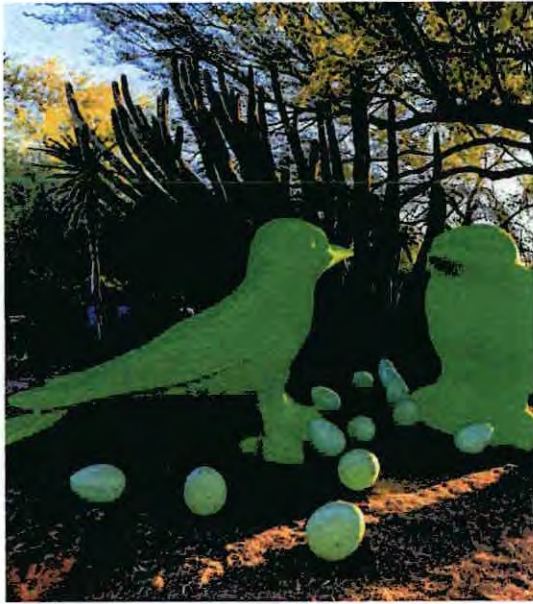
SHRUBS

Caesalpinia varieties
Justicia varieties
Tecoma varieties

Bird of Paradise
Mexican Honeysuckle
Yellow Bells



LANDSCAPE PLANT PALETTE/CHARACTER



10. ART

Mixing Mediums

A mixture of two-dimensional, three-dimensional, static, interactive and digital art is strongly encouraged. Throughout the Entertainment District art installations may be standalone or separated from the others; however, it is likely that often there will be several different exhibitions or installations happening at one time.

Exhibits of outdoor public art differ from what that inside the walls of an art museum. Your space is open, active and lacks the neutrality of sterile white walls. When integrating a variety of pieces in a public space the organization should incorporate diversity and acknowledge that some of the audience is moving through the space with purposes other than viewing the art.

Integrating Art into Landscaping

While planting design is certainly an art in its own right, landscape beds also offer additional opportunities to incorporate artwork into a space. Particularly during seasonal periods of decline for the plant material such as the hottest and coldest parts of the year, integrated art installations can provide added color and interest. Art within planting areas may blend into or contrast with the surrounding species; however, the work should be designed and installed with care not to damage the plants or drastically alter their growing environment.

Editing

Maybe the most important part of curating a collection of art is editing, knowing what art will work well together and when a space is too cluttered or busy. Throughout a development

like the Scottsdale Collective, there are countless opportunities for creative, artistic elements; however, it is critical that each individual component of the site work cohesively together. Key points of spatial organization include flow, focal point, contrast, proportion and balance.

Many art installations may be temporary, and will eventually be removed or replaced, so the design of the site should provide spaces that are attractive and interesting without art, but can complement different types of artwork without competing for the observer's attention. Architects should plan out the locations of murals and digital art on buildings. Alternatively, other areas may be best for the incorporation of more interesting or elaborate permanent materials or furnishings. All art will need to be approved by the City of Scottsdale Public Art council to be sure it meets city expectations and design goals.

Hiring Local Artists

Emphasis should be placed on selecting local artists for work within the Entertainment District. It is important to celebrate and support the existing and established culture of Scottsdale and the greater metropolitan area. By making a point of hiring local artists over bringing in others who may have more notoriety, it not only promotes the local art community and economy, but it also demonstrates the value of our unique culture for visitors and residents alike. This is not to say that bringing in artists from other cultures or backgrounds is discouraged in general, simply that special consideration should be given to local artists whenever it's appropriate. In recent years the Greater Phoenix area has seen a boom in public art, specifically with murals in downtown areas.

LANDSCAPE ARCHITECTURE CHARACTER IMAGERY

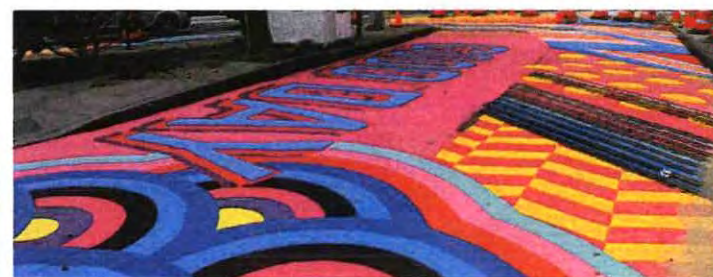
INTERACTIVE ART INSTALLATIONS



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LANDSCAPE ARCHITECTURE CHARACTER IMAGERY

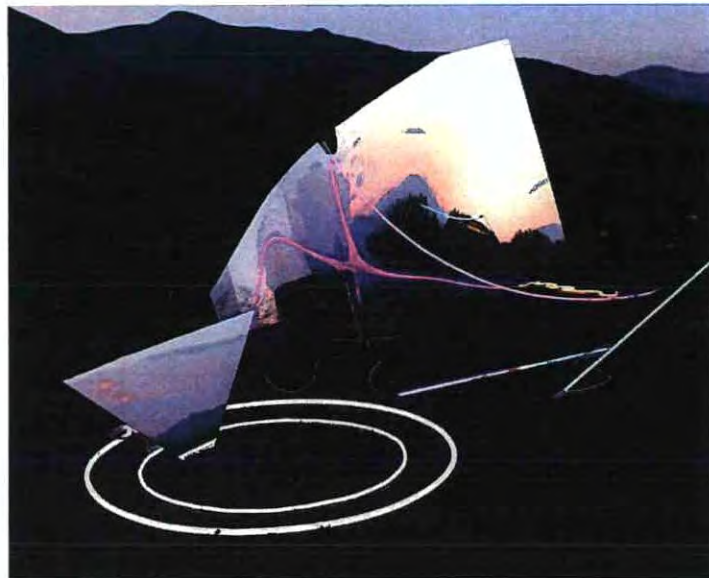
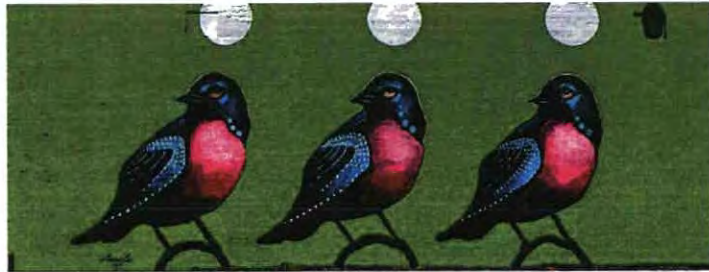
TWO DIMENSIONAL ART APPLICATIONS



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LANDSCAPE ARCHITECTURE CHARACTER IMAGERY

LOCAL ARTISTS & ART CULTURE



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THE SCOTTSDALE COLLECTION

RESOLUTION NO. 11979

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 AN ALLEY VARYING IN WIDTH FROM 18 FEET TO 20 FEET, BETWEEN E. INDIAN PLAZA TO THE NORTH AND E. SHOEMAN LANE TO THE SOUTH, ALONG PARCELS 173-41-260, 173-41-182, 173-41-183 AND 173-41-259.

(9-AB-2020)
(Hospitality District)

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 legally described on **Exhibit "A"**, and depicted on **Exhibit "B"**, attached hereto.

D. The Abandonment Right-of-way falls within, serves, affects or is near the parcel located at the southeast corner of N. Buckboard Trail and E. Indian Plaza, as shown on **Exhibit "C"** attached hereto. The abandonment area is approximately 3,479 square feet in size,.

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.

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 As compensation to the City for the Abandonment Right-of-Way applicant shall pay to City Two Hundred Fifty Thousand and no/100 Dollars (\$250,000), 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 2020-194-COS.

3.2 All existing water and sewer lines, including fire lines, in the alley shall be removed or relocated to the satisfaction of the Water Resources Division.

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 second 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____.

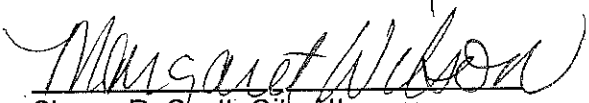
CITY OF SCOTTSDALE, an Arizona municipal corporation

W. J. "Jim" Lane, Mayor

ATTEST:

By: _____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY


Sherry R. Scott, City Attorney
By: Margaret Wilson, Senior Assistant City Attorney

CERTIFICATE

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

DATED this ____ day of _____, 20____.

Signature

name printed

Table of Exhibits for Abandonment Resolution No. 11979

| <u>Exhibit</u> | <u>Paragraph</u> | <u>Description</u> |
|----------------|------------------|--|
| 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 | D | Map of parcel served by abandonment |

EXHIBIT A

LEGAL DESCRIPTION

A portion of that certain alley as shown on Camelback Park Plaza, recorded in Book 86 of Maps, Page 13 and the Minor Land Division Plat, recorded in Book 1118 of Maps, Page 46, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona, more particularly described as follows:

Beginning at the Northwest corner of Lot 1 as shown on said Minor Land Division Plat;

Thence along the westerly line of said Lot 1, South 00 degrees 01 minutes 48 seconds East, 179.94 feet, to the northerly right-of-way line of Shoeman Lane;

Thence leaving said westerly line, along said northerly right-of-way line, South 89 degrees 57 minutes 06 seconds West, 18.00 feet, to the easterly line of Lot 67 as shown on said Camelback Park Plaza;

Thence leaving said northerly right-of-way line, along the easterly lines of Lot 67 and Lot 66 as shown on said Camelback Park Plaza, North 00 degrees 01 minutes 48 seconds West, 59.98 feet;

Thence leaving said easterly line, along the northerly line of said Lot 66, South 89 degrees 57 minutes 06 seconds West, 2.00 feet, to the easterly line of Lot 2 as shown on said Minor Land Division Plat;

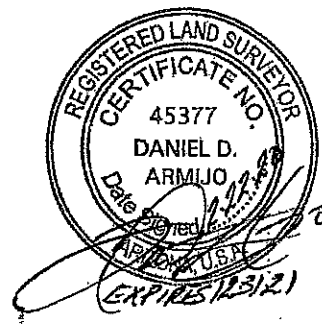
Thence leaving said northerly line, along said easterly line, North 00 degrees 01 minutes 48 seconds West, 119.96 feet, to the southerly right-of-way line of East Indian Plaza:

Thence leaving said easterly line, along said southerly right-of-way line, North 89 degrees 57 minutes 06 seconds East, 20.00 feet, to the **Point of Beginning**.

Containing 3,479 Square Feet or 0.08 Acres more or less.

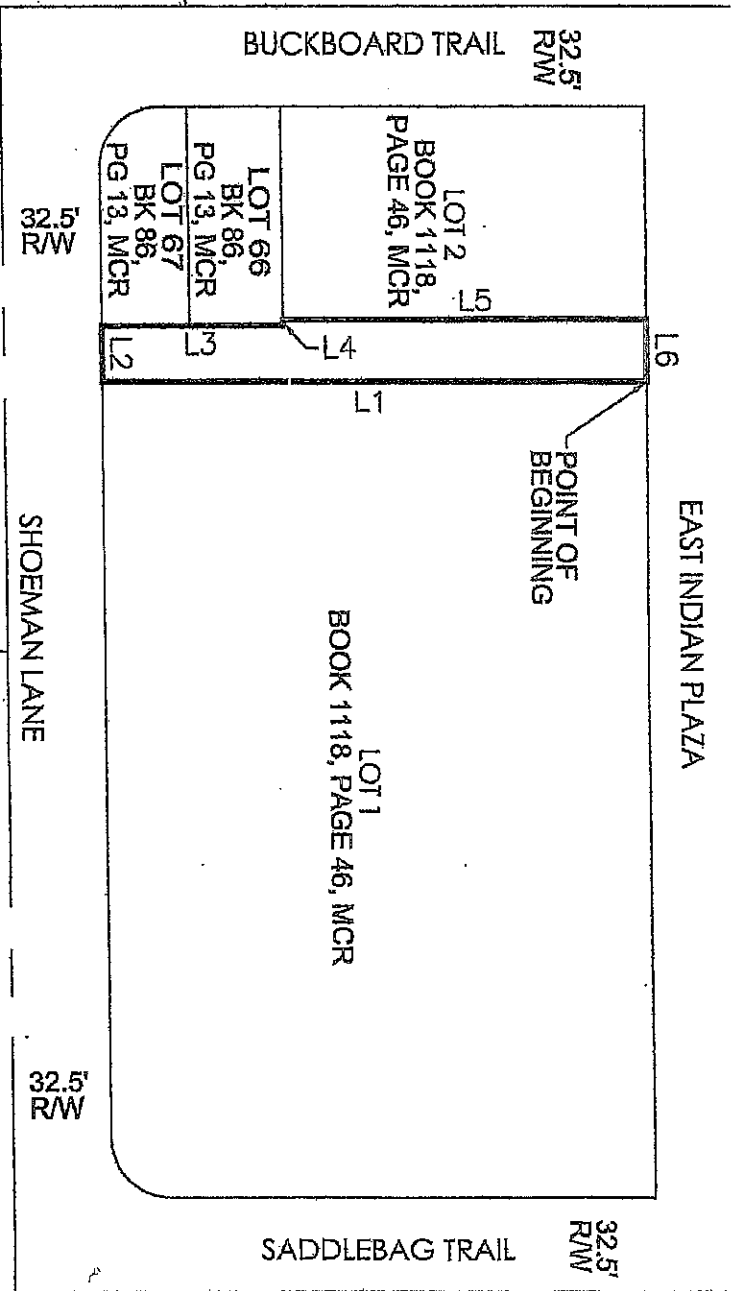


P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
Brian D. Warren, LSIT (480) 243-4287

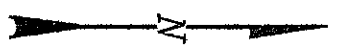
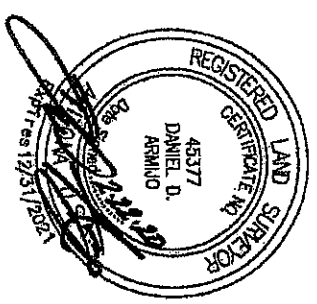


February 22, 2020
AWLS #20-009

EXHIBIT B

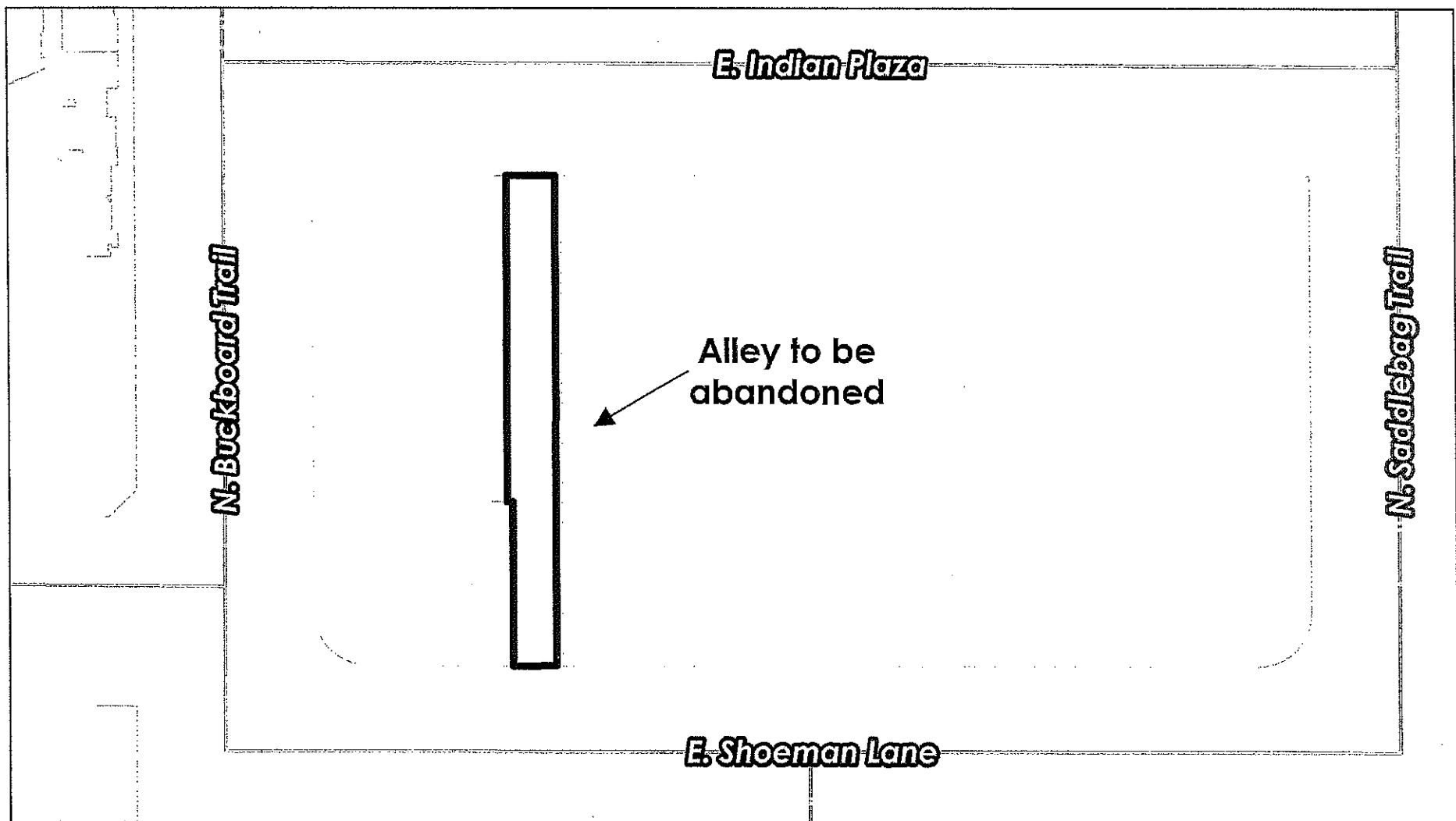


| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 00°01'48" E | 179.94' |
| L2 | S 89°57'06" W | 18.00' |
| L3 | N 00°01'48" W | 59.98' |
| L4 | S 89°57'06" W | 2.00' |
| L5 | N 00°01'48" W | 119.96' |
| L6 | N 89°57'06" E | 20.00' |



P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

DRAWN BY: DDA CHECKED BY: DDA DATE: 02/22/20 JOB NO.: 20-009



RESOLUTION NO. 12008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT AGREEMENT NO. 2020-194-COS FOR PROPERTY GENERALLY LOCATED BETWEEN E. CAMELBACK ROAD TO THE NORTH, N. CIVIC CENTER PLAZA TO THE EAST, E. 6TH AVENUE TO THE SOUTH, AND N. SCOTTSDALE ROAD TO THE WEST.

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. 2020-194-COS for a development located between E. Camelback Road to the north, N. Civic Center Plaza to the east, E. 6th Avenue to the south, and N. Scottsdale Road to the west; and

WHEREAS, this Development Agreement No. 2020-194-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. 2020-194-COS after it has been executed by all other parties.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute any other documents and take such other actions as are necessary to carry out the intent of this resolution.

Section 3. That the City Clerk is hereby directed to record Development Agreement No. 2020-194-COS with the Maricopa County Recorder within ten (10) days of its execution by all parties.

PASSED AND ADOPTED by the Council of Scottsdale this ____ day of _____, 2020.

ATTEST:

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
Carolyn Jagger, City Clerk

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

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: Margaret Wilson
Sherry R. Scott, City Attorney

By: Margaret Wilson, Senior Assistant City Attorney

WHEN RECORDED RETURN TO:

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

C.O.S. Contract No. 2020-194-COS
(Scottsdale Collection)
(Resolution No. 12008)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of December, 2020, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), and Triyar Capital LLC/Baseline Acquisition, LLC, an Arizona limited liability company, ("Capital") Stockdale Galleria Land Owner, LLC, an Arizona limited liability company, ("Galleria Land") Equity Partners Group, LLC, an Arizona limited liability company, ("Equity") and Shoeman, LLC, Arizona limited liability company ("Shoeman"). Capital, Galleria Land, Equity and Shoeman collectively may be referred to as "Developer."

RECITALS

A. Developer owns and proposes to continue to improve certain real property located in downtown Scottsdale on the south side of Camelback Road, east of Scottsdale Road (the "Property"), which currently comprises various parcels (individually, a "Parcel" and collectively, the "Parcels") as they are existing and as they have been subject to prior development as of the date of this Agreement. A list of the Parcels by tax identification number and ownership by the entities described as "Developer" is set forth on **Exhibit "A"** attached hereto, which also includes the Parcels respective legal descriptions.

B. The Property is adjacent to various prior projects that have revitalized the area and were undertaken by Developer and its predecessors referred to as the "Galleria" and the "W Hotel," among others. Developer intends to develop the area further to ensure its long-term sustainability by enhancing the hospitality and entertainment assets currently located within the Property. For purposes of this Agreement, the area surrounding the Property that is described and depicted on **Exhibit B** shall be referred to as the "Hospitality District." The Developer intends to add additional, synergistic elements, including hotel, restaurant, office, open-space amenities, art elements, shade structures, and enhanced landscape and hardscape, including within the publicly-owned right-of-way (collectively, the "Hospitality District Project").

C. Among the enhancements Developer seeks to apply throughout the Property and to be woven within the right-of-way adjacent to the Parcels, are shade canopies and structures (the "Shade Enhancements") and enhanced landscaping and hardscaping that contribute to the environmental conditions (the "Landscape and Hardscape Enhancements"). Specifically, the Developer seeks to use the Shade Enhancements and the Landscape and Hardscape Enhancements

to, among other benefits, reduce thermal heat gain and better control the high temperatures that residents and guests experience in the Hospitality District area. To provide a comprehensive application of these features, the Developer seeks to employ the Shade Enhancements and Landscape and Hardscape Enhancements, on and in the right-of-way adjacent to the Parcels, and as agreed to between the City and Developer as set forth in this Agreement, to areas in the right-of-way connecting the Parcels. As more fully set forth in this Agreement, Developer intends the Shade Enhancements and the Landscape and Hardscape Enhancements to be artistically inspired to support the distinct, art-focused environment that the Developer seeks to achieve within the Hospitality District.

D. To support the creation of the art-oriented environment, Developer also seeks to imbue the Property and the right-of-way within the Hospitality District with a variety of artistically-inspired lighting features (the "Lighting Enhancements") and way-finding and location signage features (the "Signage Enhancements") on the Property and woven within the right-of-way adjacent to the Parcels. The Lighting Enhancements will serve the practical purpose of supplying lighting to achieve public safety goals while being rendered in unique, artistic, and creative ways, including in projected and digital applications, to expand the incorporation of art features through light-infused installations. The Signage Enhancements will provide location information and identification of the private activities within the Property, while being artistically inspired to incorporate the practical features with an artistic flair, consistent with the Developer's goals all as more fully set forth in this Agreement. Such Signage Enhancements will be in accordance with the City of Scottsdale Sign Code.

E. The Developer also seeks to enhance the north-west corner of the Property to present a gateway to the Property rising from the Arizona Canal (the "Canal") that traverses the intersection of Camelback and Scottsdale Roads (the "Water Plaza Gateway"). This area is owned and controlled by the Salt River Project Agricultural Improvement and Power District ("SRP"). The Water Plaza Gateway area currently includes pedestrian byways and art installations, among other features, (the "Water Plaza Gateway Features") that are incorporated into the Water Plaza Gateway area. As more fully outlined in this Agreement, Developer intends to engage in discussion with SRP and the City to create arrangements through which the Water Plaza Gateway and Water Plaza Features may be relocated, removed, enhanced and maintained to become a focal point and entrance monument to the Hospitality District (the "Water Plaza Enhancements"). Developer intends that the Water Plaza Gateway, with the addition of the Water Plaza Enhancements, support the context of and celebrate the Solari Bridge and adjacent plaza, which have reoriented the character, nature, appearance and activation of the community-use space on the corner opposite the Water Plaza Gateway area.

F. Pursuant to the Hospitality Development Plan, in connection with the construction of certain features, Developer seeks to create a park that will be located above the right-of-way south of Camelback Road on Saddlebag Trail and adjoining portions of the Property (the "SkyParke"). Among other benefits, the SkyParke may provide pedestrian mobility through the associated portion of the Hospitality District, above and across public right-of-way and vehicular traffic area, all the terms more fully set forth in this Agreement.

G. The overarching theme of the Developer's approach is to apply recognized models for "place making" that are focused on the introduction of art in unexpected, creative, and unique

ways to infuse into each of the Shade Enhancements, Landscape and Hardscape Enhancements, Lighting Enhancements, Signage Enhancements, and Water Plaza Enhancements a level of art (as incorporated therein, the "Art Enhancements") that will establish the Hospitality District as a unique experiential neighborhood within the City. In executing the Art Enhancements, the Developer has investigated and seeks to deploy artistic-infusion techniques applied in renowned urban settings from around the world, while recognizing the unique nature of Scottsdale and drawing on the artistic talent available in Arizona. Accordingly, these art-infused Art Enhancements are intended to include projection art, aerial and suspended art, streetscape and way-finding art, murals and wall treatments, shade-creating art, interactive installations, sculpture, and destination art. The Developer seeks to incorporate the Art Enhancements throughout the Property and within the right-of-way adjacent to the Parcels and otherwise within the Hospitality District. The Art Enhancements components, as more fully set forth in this Agreements, may be deemed "Art" under the City's revised City code (the "Code") and, accordingly, be subject to the City's processes with respect to incorporation of art in conjunction with development.

H. With its intention to enhance, beautify, address climate-control, artistically render lighting and signage, and revitalize and brand other features of the Hospitality District, the Developer recognizes it must work with the City to create unique solutions to the construction and concomitant maintenance of the Shade Enhancements, Landscape and Hardscape Enhancements, Lighting Enhancements, Signage Enhancements, Water Plaza Enhancements, and Art Enhancements (collectively, the "Hospitality District Enhancements") to be incorporated into the environmental landscape of the Hospitality District. The Developer, therefore, has proposed specific arrangements to govern such construction and maintenance of the Hospitality District Enhancements, including those that may be incorporated into the right-of-way adjacent to the Parcels, and the right-of-way connecting the Parcels, as the means to provide for a sustained and sustainable approach to the construction and maintenance of the Hospitality District Enhancements.

I. The Developer seeks to allow the Hospitality District Project to benefit from flexibility required by market conditions and, accordingly, the parties acknowledge that the Hospitality District Project may be developed in phases (each a "Phase" and collectively, the "Phases").

J. The unified approach to the development of the Parcels within the Hospitality District also provides the opportunity to integrate creative parking solutions into the development of the Property. Further, parking needs and strategies are rapidly changing, including the use of ride-sharing, stacked and automated parking, valet implementation and other strategies and vehicle usage models that will likely reduce future parking-space needs. Accordingly, the Developer seeks to assure sufficient parking for the Hospitality District Project while retaining the flexibility to avoid permanently degrading the pedestrian experience with vehicular-oriented impediments, as more fully set forth in this Agreement.

K. To establish the regulatory structure for future development of the Property, the Developer has made a development application to the City with associated submittals of the development plan (collectively, the "Hospitality District Development Plan") for a Zoning District Map Amendment, Case No. 9-ZN-2020, and an Infill Incentive District, Case No. 1-II-2020, that establish the regulatory regime under which the Hospitality District Project and Property will be

developed (collectively, the "Regulatory Approvals"). Pursuant to the Regulatory Approvals, the Hospitality District Project and Property shall be subject to Article VI, Section 6.1300 et. seq. (the "PBD Ordinance") of the City's Revised City Code (the "Code"), with D/DMU-3 PBD DO and D/DMU-3 PBD DO P-3 as currently enacted.

L. The Hospitality District Development Plan is set forth on **Exhibit "C"** and kept on file with the Scottsdale City Clerk Resolution No. 11978 and is incorporated into this Agreement by this reference. This Agreement is part of the requirements for approval of Case No. 9-ZN-2020 in connection with the creation of a method for establishing qualifying public improvements to secure approval of bonus height.

M. The Regulatory Approvals establish the maximum density associated with the Dwelling Unit Capacity ("DUC"), the Gross Floor Area ("GFA") and the Gross Floor Area Ratio ("GFAR") based on the Property under the associated development standards. The DUC, GFA, and GFAR development attributes may be referenced to in this Agreement as "Development Attributes." The Development Attributes are reflected in a budget for the Property and the Hospitality District Project (the "Development Area Budget") set forth on the attached **Exhibit "D."** The Development Area Budget sets forth the maximum Development Attributes for buildings and other development that may be constructed on the Parcels and, collectively, on the Property.

N. Developer desires to utilize available bonus provisions in the Code, Appendix B - Basic Zoning Ordinance, Article VI - Supplemental Districts, Section 6.1310 (the "Bonus Development Provisions") to obtain additional building height. In exchange for establishing the building height in the Hospitality District Development Plan, under the Bonus Development Provisions, Developer is required to pay a bonus payment (the "Bonus Payment Amount"), currently estimated under the Bonus Development Provisions to be Eight Hundred Sixty-Nine Thousand, Ninety-Four and 00/100s Dollars (\$869,094.00). The final amount of the Bonus Payment Amount will be established as more specifically set forth in this Agreement and the Bonus Development Provisions. Notwithstanding anything else in this Agreement, but subject to and as more fully set forth in the Regulatory Approvals, Parcel A will be no more than 156 feet in height (including mechanical) (from 84 feet), Parcel B will be no more than 96 feet in height (from 84 feet) and Parcel C will be no more than 141 feet in height (from 84 feet). No other Parcel shall receive any bonus height.

O. Developer and City have agreed to cause the abandonment of an alleyway (the "Abandoned Alleyway") pursuant to an Abandonment Case No. 9-AB-2020 (the "Abandonment Case") and its associated resolution ("Abandonment Resolution"). Developer and City have reached agreement in the Abandonment Case that the consideration Developer shall pay to the City upon the City's abandonment of the Abandoned Alleyway shall be \$250,000.00 (the "Abandonment Consideration").

P. In connection with Developer's undertaking the Hospitality District Project, the Developer intends to undertake certain improvements for the public's benefit and that are not otherwise required by law but have been incorporated into the Regulatory Approvals. Specifically and among other elements, in connection with the development of the Hospitality District Project, as more fully set forth in this Agreement, the installation and implementation of the Hospitality

District Enhancements will result in various community benefits to the City and its residents as may be determined by the City (the "Community Benefits"). In recognition of the value of the installation and implementation of the Hospitality District Enhancements as Community Benefits to the City and its residents as determined by the City (as more fully set forth in this Agreement), the City may apply the Bonus Payment Amount to offset the costs of enhancements to the public right-of-way as more fully set forth in this Agreement. To avoid uncertainty and speculation over the value of such Community Benefits, the value of the Community Benefits will be definitively established and represented by the actual cost of completing the Hospitality District Enhancements that are approved by the City for application of the Bonus Payment Amount, if any, as may be agreed to by the City, as more fully set forth in this Agreement.

Q. This Agreement is consistent with the portions of City's general plan applicable to the Property on the date of this Agreement (the "General Plan").

R. Arizona Revised Statutes 9-500.05 authorizes the City to enter into a Development Agreement related to real property located inside the incorporated area of the City with a landowner or other person having an interest in the real property.

S. The City's governing body has authorized execution of this agreement by Resolution No. 12008 (the "Resolution").

AGREEMENT

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

1. Recitals. The City and Developer acknowledge that the above Recitals are true and correct in all material respects and are incorporated into this Agreement by reference.

2. Terms and Conditions of Agreement. The terms of this Agreement shall be as follows:

2.1. Commencement. The term of this Agreement shall commence on the date this Agreement is approved by the City Council, signed by all parties, and recorded in the Office of the Maricopa County Recorder (the "Effective Date"). If the City does not record this Agreement once it is approved by the City Council, Developer may do so.

2.2. Term and Expiration. Except as otherwise expressly provided in this Agreement, this Agreement will continue in effect until the earlier of all obligations and rights of the parties under this Agreement have been performed or terminated by mutual agreement of the parties, or twenty-five (25) years (the "Term"). If the Term expires, the parties need not take any further act to demonstrate that this Agreement is of no further force or effect.

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

2.4. Effect of Termination or Expiration on Regulatory Approvals. Termination or expiration of the Term of this Agreement shall have no effect on the Regulatory Approvals,

including the Hospitality District Development Plan, which shall continue to be enforceable according to their terms. Any notice of termination or expiration of this Agreement shall so state.

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

3.1. Development Area Budget. The Property's total, and any Parcel's assigned allocation of Development Attributes allocated from the Development Area Budget, shall not exceed the maximum Development Attributes specified in the Hospitality District Development Plan and Regulatory Approvals, as set forth on **Exhibit "D."** As of the date of this Agreement, the Development Area Budget establishes (a) the Property's and each Parcel's maximum Development Attributes, which are specified in the Development Area Budget, (b) the current allocation of the Development Attributes from the Development Area Budget for existing and proposed development as allocated to each Parcel, if any, and (c) the unallocated Development Attributes remaining in the Development Area Budget. As set forth in the Development Area Budget, Developer has specified the amount of the Development Attributes currently allocated to each Parcel, as well as the unallocated Development Attributes not yet allocated to any Parcel.

3.2. Allocation of Development Attributes. When and as Developer elects to develop a Parcel (or portion thereof), Developer shall specify the amount of Development Attributes to be allocated to the applicable Parcel (or portion thereof) to be developed (an "Allocation of Development Attributes"), as well as the development standards that are to apply pursuant to the PBD Ordinance. In no instance may the Development Attributes allocated to any Parcel at any time exceed the maximum Development Attributes that may be allocated to such Parcel under the Regulatory Approvals and Development Area Budget as set forth on **Exhibit "D,"** nor may the Development Attributes allocated to the Property as a whole exceed the maximum Development Attributes allocable under the Regulatory Approvals and the Development Area Budget as set forth on **Exhibit "D."** When an Allocation of Development Attributes is undertaken with respect to a Parcel, a Development Attributes Allocation Status Form (defined below) shall be prepared, provided to the City and recorded as set forth in Section 3.4 of this Agreement.

3.3. Public Hearing Process. If Developer undertakes any material change to the Hospitality District Development Plan that requires a public hearing pursuant to Section or 9-462.04A of the Arizona Revised Statutes, which may include any such material change in the Hospitality District Development Plan caused by any Allocation of Development Attributes that would be governed by such Sections of the Arizona Revised Statutes, Developer acknowledges that such action shall be subject to an application signed by all owners and lienholders of Parcels affected by such action, and is subject to the notice and hearing requirements of Section 9-462.04 of the Arizona Revised Statutes.

3.4. Memorializing Development Attribute Application to Parcels. The Hospitality District Development Plan approved in Case No. 9-ZN-2020 establishes the total Development Area Budget and determines the development standards applicable under the PBD for all Parcels that make up the Property. Upon each of (1) the expiration of thirty (30) days from the approval of Case No. 9-ZN-2020, (2) final resolution of any referendum filed against 9-ZN-2020, if any, and (3) any Allocation of Development Attributes, all property owners, all lienholders

(including all beneficiaries under a deed of trust or other recorded security instrument), and all interested persons holding an interest in the portions of the Property affected by each such circumstances set forth above, shall sign the Allocation of Development Attributes form attached as **Exhibit "E"** (the "Development Attributes Allocation Status Form") and submit it to the City for recordation in the Maricopa County Records' Office. No building permits, or other City approvals for the affected portion of the Property will be approved until the applicable Development Attributes Allocation Status Form is recorded as provided in this subsection. If an error is made on the Development Attributes Allocation Status Form, upon notice by Developer or the City to the other, the City and Developer shall cause a revised Development Attributes Allocation Status Form reflecting the correct allocated Development Attributes associated with each Parcel and the remaining unallocated Development Attributes contained in the Development Area Budget to be prepared by Developer, provided to the City, and to be recorded as set forth in this subsection. Any execution of any Development Attributes Allocation Status Form by any lienholder or beneficiary under a deed of trust or other security instrument shall not, in and of itself, affect or vitiate any separate agreement between Developer and such lienholder or beneficiary with respect to any related matters (including without limitation any separate approval or consent rights with respect to any alterations to the subject property relating hereto).

4. Phasing & Construction of Qualifying Improvements.

4.1. Phasing. The development of the Property as set forth in the Hospitality District Development Plan establishes that the Hospitality District Project is a unified program of development but includes multiple parts, each with a distinct use or uses as generally set forth in the Hospitality District Development Plan. Without limiting the generality of the Hospitality District Development Plan, the unified Hospitality District Project described in it concurrently establishes the primary and associated uses allowed for each Parcel to support the unique and independent ownership and financing structure required by the separate markets for those uses, operations and their respective associated uses. The City and Developer acknowledge that, notwithstanding any other provision in this Agreement, the actual order of development, commencement of construction, or completion of the Phases will be subject to matters of Force Majeure (defined below), economic conditions, market conditions and/or availability of financing at the time of development. Accordingly, based on such considerations but subject to the Phasing Plan (defined below), Developer may determine, in its sole and absolute discretion, whether and in what order to undertake the development of the Phases and the Parcels.

4.2. Commencement & Completion of Project.

4.2.1. Developer's Effort to Proceed Expeditiously. By the second (2nd) anniversary of the Effective Date of this Agreement, Developer shall submit the design application for the First Phase (defined below) and pursue its approval (the "Application Deadline"). Developer agrees diligently to pursue approval (by the City's Development Review Board and, if such approval is appealed, the City's City Council) of the design application for the First Phase. Developer will commence construction of the Hospitality District Project expeditiously and within three (3) years of final approval by the City's Development Review Board of the design application for the First Phase and the expiration of all appeals periods thereafter (or if appealed to the City's

City Council, approval by the City's City Council and expiration of all appeals periods thereafter) (the "Project Commencement Date").

4.2.2. Developer's Non-Performance of Phasing Deadlines. If Developer does not submit the First Phase design application to the City and pursue its approval by the Application Deadline, then Developer shall be deemed to have failed to meet the deadlines set forth in the Phasing Plan (defined below) and, as a result, shall not be eligible for reimbursement of any of the Bonus Payment Amount, as set forth in Section 6 of this Agreement. Further, Developer acknowledges that, to be reimbursed from the Bonus Payment Amount (as more fully set forth in Section 6 of this Agreement) for any Qualifying Enhancements (defined below), the Phase during which Developer seeks such reimbursement must be completed within the time frame established for such Phase as set forth in the Phasing Plan (as such dates may be extended as set forth in this Agreement).

4.3. Phasing Plan. To allow Developer timely to commence construction and complete the Hospitality District Project by the Completion Date, the parties preliminarily have established the following plan for phasing the Hospitality District Project as set forth in Section 4.3 (the "Phasing Plan"), all of which the parties acknowledge may be revised by mutual agreement and/or as more fully set forth in this Agreement. The parties intend that the Hospitality District Project be conducted in four (4) main Phases, each of which comprise at least a portion or one of the three (3) main Parcels of the Property (in whichever order they are undertaken, "First Phase," "Second Phase," "Third Phase" and "Fourth Phase"). The Phases also are referred to as "City Center," the "Maya Hotel," the "Maya Hospitality," and the "Mint," each of which is depicted on **Exhibit "F"** (the "Phase Depiction"). For purposes of the Phasing Plan, each of the City Center, the Maya Hotel, the Maya Hospitality and the Mint Phases may be referred to as a "Trigger Phase," collectively as the "Trigger Phases," and the portion of the Hospitality District Project to be developed in a Trigger Phase may be referred to as a "Trigger Project" and collectively, the "Trigger Projects." The main Parcels associated with the Trigger Phases and Trigger Projects may be referred to as the "Trigger Parcels."

4.3.1. Commencement of Phases. Each Phase shall be deemed to commence with the vertical construction of a Trigger Project, which Trigger Project shall be as elected by Developer, based on market conditions, availability of financing of the various types of each Trigger Project, and other considerations applied by Developer to such determination, all in consultation with the City. Except as extended as set forth in this Agreement, commencement of vertical construction of a Phase shall begin by the date set forth in the table below (each a "Phase Commencement Date"), and all construction of the associated public and private improvements of a Phase shall be completed within two (2) years of such Phase Commencement Date. The table below establishes and summarizes the Phasing Plan for all Phases.

PHASING PLAN

| | |
|-------------|--|
| First Phase | Vertical construction (including Hospitality District Enhancements) shall commence within 36 months of the Project Commencement Date |
|-------------|--|

| | |
|--------------|--|
| Second Phase | Vertical construction (including Hospitality District Enhancements) shall commence within 30 months of the Phase Commencement Date for the First Phase |
| Third Phase | Vertical construction (including Hospitality District Enhancements) shall commence within 30 months of Phase Commencement Date for the Second Phase |
| Fourth Phase | Vertical construction (including Hospitality District Enhancements) shall commence within 30 months of Phase Commencement Date for Third Phase |

4.4. Phasing Extensions. From time to time following the Effective Date, Developer and City's City Manager (or the City Manager's designee) may, by mutual written agreement, refine and revise the Phasing Plan as may be necessary to accommodate any factors, events or occurrences that the City and Developer determine may necessitate such refinement or revision. Developer and City each shall use commercially reasonable efforts to enable development of the Property to occur in accordance with the revised Phasing Plan.

4.4.1. Developer unilaterally may extend the dates within the Phasing Plan twice for a period not to exceed six (6) months each by giving written notice to City not less than fifteen (15) days before the then-scheduled performance dates. This right may be exercised only twice, and, if exercised, will operate to extend all dates within the Phasing Plan arising after the date of exercise.

4.4.2. In addition to the extensions provided in subsection 4.4.1, Developer may, at any time, request an extension of the dates set forth within the Phasing Plan. However, the City's City Manager (or the City Manager's designee) may grant or deny any such request in the City's reasonable discretion.

4.4.3. The dates specified in this Agreement for performance shall be extended day-for-day during, and performance by Developer under this Agreement shall not be deemed to be in default where delays are caused by, the occurrence and the continuation of any Force Majeure Event. "Force Majeure Event" means any event caused by from acts beyond a party's control, and all dates and time periods provided for in this Agreement shall be extended by the duration of any delays resulting therefrom. These acts will include, but not be limited to, riots, acts of war, acts of terrorism, epidemics, labor disputes not arising out of the actions of the parties, government regulations imposed after the fact, fire, communication line failures or power failures.

4.5. South Parcel & Miscellaneous Parcels.

4.5.1. Depiction & Allocation of Development Attributes. As shown on the Phase Depiction, in addition to the Trigger Parcels, there are six (6) additional smaller Parcels within the Hospitality District Project. One is identified on the Phasing Depiction as the "South Parcel" and the remaining five (5) such Parcels each by the designation as an "Additional Parcel." The South Parcel also is individually designated on the Development Area Budget with its maximum Allocation of Development Attributes, and the collective of each Additional Parcel also is designated on the Development Area Budget with a maximum Allocation of Development Attributes to be associated with them.

4.5.2. Phasing Obligation. Although Developer is not obligated to undertake any specific development or do so in any specific order, if Developer undertakes any Phase, such development must be undertaken in compliance with the Hospitality District Development Plan, the Regulatory Approvals and this Agreement. Further, in connection with any such development, Developer may develop the South Parcel and each Additional Parcel in connection with the Development of a Trigger Phase on the associated Trigger Parcel, but if developed separately from a Trigger Phase, the development of the South Parcel and any Additional Parcel must be undertaken within the terms of the Phasing Plan.

5. Project Specific Features.

5.1. Hospitality District Enhancements Right-of-Way Use. The creation, construction and installation of the Hospitality District Enhancements may require the parties to establish, as Developer and City mutually determine, such rights, easements or licenses to Developer to complete the Hospitality District Enhancements. If Developer and the City agree that the use of public right-of-way is required to allow the installation of any Hospitality District Enhancements that City determines (in its sole and absolute discretion) that Developer may undertake within any public right-of-way (which determination may be made by the Developer and the City's Zoning Administrator as an administrative determination through the authority vested by the City's Codes and this Agreement in the City's Zoning Administrator), the parties shall use a "Permission for Private Improvements in Right-of-Way" in the form of **Exhibit "G-1"** (a "PIR"), or such other form of easement or license that they determine to be mutually acceptable. Notwithstanding the above, Developer and the City agree that valet and ride share services drop off/pick up facilities depicted on **Exhibit "G-2"** hereby are authorized by City for patrons' and invitees' vehicles, and such facilities will be subject to a PIR completed by Developer to City's reasonable satisfaction when the associated Trigger Phase is undertaken on the Trigger Parcel, provided that the final design and location of such facilities shall be subject to review and revision in connection with the Development Review Board processes. The parties acknowledge that such drop off/pick up facilities are not Hospitality District Enhancements eligible for reimbursement from the Bonus Payment Amount pursuant to this Agreement.

5.2. Hospitality District Enhancements, Gap Improvements & Pedestrian Features. Once a Hospitality District Enhancement is completed, the owner of the adjacent Hospitality District Project Phase ("Phase Owner") shall maintain, and pay for the maintenance of, the associated Hospitality District Enhancement consistent with the Phase Owner's

maintenance of its own Project Phase. The standards for maintenance of the District Hospitality Enhancements by a Phase Owner are set forth on **Exhibit "G-3."** For purposes of construction, each Hospitality District Enhancement is associated with one (and only one) Trigger Parcel depicted and described with respect to such construction obligation on **Exhibit "G-4."** Further, the improvements (the "Gap Improvements") that Developer is to construct on the portions of the right-of-way that connect the Parcels but are not adjacent to any Parcel are associated with one (and only one) Trigger Parcel, and are depicted and described for purposes of such construction obligation on **Exhibit "G-4."** Once constructed, each Hospitality District Enhancement is associated with one (and only one) Parcel depicted and described on **Exhibit "G-5."** In addition to the Hospitality District Enhancements and the Gap Improvements, Developer agrees that, at the City's election, Developer shall assist in the creation, at the City's election, of an enhanced pedestrian multi-directional crossing at the intersection of Camelback and Scottsdale Roads (the "Multi-Directional Crossing").

5.2.1. Declaration of Easements, Covenants, Conditions & Restrictions. If any Owner of a Phase cannot or will not maintain the Hospitality District Enhancements associated with its Project Phase (a "Non-Complying Owner"), then pursuant to this Section 5.2.1 of this Agreement, the then Owners of all of the other Parcels (not including the Non-Complying Owner) (the "Complying Owners") shall cause the formation of a property management association ("Association"), the Hospitality District Enhancements to be maintained by the Non-Complying Owner shall be deemed "Association Facilities," and such Association Facilities shall be maintained by the Association at the Non-Complying Owner's sole cost and expense. If the Complying Owners must (or elect to, if not otherwise obligated under this Section) establish an Association, the Association shall then designate a manager (the "Property Manager"), and the Complying Owners shall obligate such Association through its Property Manager to record a Master Declaration of Easements, Covenants, Conditions and Restrictions ("ECR") with the Maricopa County Recorder's Office identifying how Association Facilities will be maintained and on such other terms as the Complying Owners shall determine. The ECRs shall address the following to the City's satisfaction:

5.2.1.1. Responsibility for Association Facilities. The Developer understands that each owner must pay assessments for complying with all City requirements and for maintaining and repairing the Association Facilities, as reasonably determined necessary by the City.

5.2.1.2. Designation of Association Facilities. All Association Facilities, if any, shall be identified in the ECRs.

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

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

5.2.1.5. Amendments. Except with the City's prior written consent, the ECRs may not be amended to alter the provisions that require the owners to share responsibility for maintaining and repairing the Association Facilities.

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

5.3. Grant of SkyParke Easement. If Developer provides City with a written election notice with respect to the creation of the SkyParke indicating that Developer will undertake development of the SkyParke as described in the Hospitality District Development Plan (a "SkyParke Notice"), then, City shall execute an easement allowing for the construction and maintenance of the SkyParke in form and substance of **Exhibit "H"** (the "SkyParke Easement") on payment of consideration established under the City's standard policy and as mutually agreed by the Developer and the City (the "SkyParke Easement Consideration"). Notwithstanding anything else, the City shall have the right to place on or under the SkyParke's structures reasonable traffic control, directional, street and similar identification signs, provided such signs do not materially interfere with the associated Phase. The SkyParke Easement shall be executed and recorded in the records of the Maricopa County Recorder upon the parties completing it. If, but only if, the parties establish some amount of "public" access for the SkyParke on terms that are mutually acceptable, they shall establish their agreement in a form of license agreement regarding the SkyParke (the terms of which Developer and the City may determine through the City's Zoning Administrator as an administrative determination). Further, on the basis of such public access, the parties shall mutually determine the amount, if any, of the reduction in the SkyParke Easement Consideration that shall be applied in consideration of the City's receipt of public benefits associated with such public access.

5.3.1. Design of SkyParke Elements. The parties agree that the City shall participate and provide input into the design of the SkyParke through the City's development review process.

5.3.2. Funding of SkyParke Elements. Because the SkyParke will be designed and constructed as an integrated feature with other elements of the Hospitality District Project, the Developer agrees to cause the Owner of the Mint Phase to pay the costs for the design and construction of the SkyParke, including the portion that is designated as available for access by the public, if any, subject to the provisions of the SkyParke license agreement, if undertaken.

5.3.3. Maintenance and Operation of the SkyParke. If the SkyParke is completed, the Developer will cause the Phase Owner of the adjacent Mint Phase to maintain, and pay for the maintenance of, the associated SkyParke consistent with the Phase Owner's maintenance of its own Phase.

5.4. SRP Water Plaza Gateway & Cooperation. The Hospitality District Development Plan includes the option for Developer's improvement of the Water Plaza Gateway area. Developer seeks to create arrangements with SRP and the City, with respect to the Water Plaza Gateway area, which is subject to the license agreement between SRP and the City, to allow Developer to relocate, remove, make improvements to, and enhance the Water Plaza Gateway

area. Developer and City acknowledge that arrangements regarding the use and enhancement of the Water Plaza Gateway only may be made by Developer with SRP's cooperation, consent and approval. Developer and City acknowledge that, without SRP's written approval, this Agreement and the Hospitality District Development Plan shall not be effective as to SRP's interests in any property owned or controlled by SRP, including but not limited to the Water Plaza Gateway area, or to require SRP to take any certain actions. Specifically, the City and Developer each acknowledge that SRP's and the City's cooperation, consent and approval is required to allow Developer to affect the Water Plaza Enhancements (each, an "SRP-Dependent Obligation," and collectively, the SRP-Dependent Obligations"). Accordingly, to allow Developer to proceed to undertake all and each of such SRP-Dependent Obligations, Developer is entitled to pursue any means in Developer's reasonable discretion to affect SRP's cooperation, consent or approval as may be required, and City may, in its reasonable discretion, but with no obligation to do so, assist in seeking to affect SRP's cooperation, approval and consent with respect to each or all of the SRP-Dependent Obligations. Further, unless and until Developer and/or the City receives the necessary SRP cooperation, consent and approvals with respect to an SRP-Dependent Obligation, Developer may proceed with the Hospitality District Project, and the City shall consider Developer to be in compliance with this Agreement, as if such SRP-Dependent Obligation was not a term of this Agreement.

5.5. Parking Accommodations. The Hospitality District Development Plan describes the parking facilities that will be included within the Hospitality District Project. The Property currently is obligated to provide sixty-nine (69) parking spaces under the "P-2" zoning, which spaces currently are associated with specific Parcels of the Property (the "P-2 Parking Spaces"). Further, the parties acknowledge that the Parcels have assigned to them rights for "P-3" parking credits (the "P-3 Credit Spaces"). The parking requirements for the Hospitality District Project shall be those as forth in the Zoning Ordinance as established as of the Effective Date of this Agreement, this Development Agreement and by Case No. 9-ZN-2020 (the "Applicable Parking Requirements").

5.5.1. P-2 Parking Space Requirements. The parties agree that the P-2 Parking Spaces associated with the respective Parcels will continue to be available for use until such time as the use of a Parcel with P-2 Parking Spaces is subject to redevelopment as evidenced by the issuance of a building permit with respect to such Parcel to implement the Regulatory Approvals ("Redevelopment Trigger"). Upon the occurrence of a Redevelopment Trigger, the P-2 Parking Spaces associated with the Parcel subject to redevelopment shall terminate. However, if (A) a Redevelopment Trigger has occurred and the Parcel's P-2 Parking Spaces have been terminated, and (B) if in the redevelopment of the subject Parcel Developer has utilized the application of P-3 Credit Spaces in meeting the parking requirements for such redevelopment as set forth in the Applicable Parking Requirements, then Developer shall, when and as additional parking is built within the Hospitality District Project, designate an equal number of P-2 Parking Spaces as was terminated by the Redevelopment Trigger within new parking developed within the Hospitality District Project, but such designation must be made with respect to, and only with respect to, parking spaces developed in the Hospitality District Project that are in excess of those otherwise required by the Applicable Parking Requirements.

5.5.2. P-3 Parking Credit Requirements. Developer agrees that, with respect to any residential development undertaken on the South Parcel or any Additional Parcel, Developer may apply the use of P-3 Credit Spaces associated with such Parcels for use for residential development at a rate of only, but up to, fifty percent (50%) of the parking that otherwise would be required for such residential parking uses required by the Applicable Parking Requirements. Nothing in the preceding sentence shall alter the application of P-3 Credit Spaces with any Trigger Parcel or with other, non-residential, uses on the South Parcel or any Additional Parcel.

5.6. Temporary Construction Easements. If the Hospitality District Project's construction requires additional use of rights-of-way or dedicated property owned or controlled by the City for temporary construction access and staging, then the City will provide Developer reasonable access as determined by City in its sole discretion (acknowledging that Developer will require such access to construct the Hospitality District Project), and use of such City properties at the cost as established in the City's Code and regulations promulgated thereunder.

5.7. Off Site City Service Improvements. Developer acknowledges that, subject to the terms of this Agreement, Developer will fund or construct those stipulated off-site infrastructure system improvements necessary to provide public services to the Hospitality District Project on the Property, including those street improvements, traffic signal(s), parking, and utility improvements stipulated in Ordinance No. 4479. The City may elect to cause system improvements to be further enhanced ("Infrastructure Enhancements") by oversizing or other enhancements, in which case, Developer agrees that it shall cause the construction of such system improvements including Infrastructure Enhancements, and the City and Developer agree that the cost of such Infrastructure Enhancements shall be subject to City's payment obligation under the City's Code.

6. Bonus Provisions, Abandonment Consideration, and Art Funds. The parties agree that the Regulatory Approvals establish the maximum density associated with the Development Attributes of DUC, GFA, and GFAR for the Property under the associated development standards. The parties also agree that the Regulatory Approvals establish maximum height for the Property. Accordingly, pursuant to the Bonus Development Provisions, Developer has elected to utilize bonus provisions permitted by the City's Zoning Ordinance to obtain additional building height of up to 150 feet (plus 6 foot clearance for roof top appurtenances) as allowed under the Planned Block Development Overlay approved in the Hospitality District Development Plan and Zoning District Map Amendment, case number 9-ZN-2020. In exchange for establishing the building height in the Hospitality District Development Plan and pursuant to the Bonus Development Provisions of Scottsdale Revised Code Article IV Supplemental Districts Sec. 6.1310, Developer shall pay the Bonus Payment Amount to City (in the current estimated amount of Eight Hundred Sixty-Nine Thousand, Ninety-Four Dollars (\$869,094.00)) for the height bonus for the Parcels within the Hospitality District upon issuance of the first permit for vertical construction on any Trigger Parcel, which Bonus Payment Amount may be adjusted pursuant to the City's Zoning Ordinance. The final amount of the Bonus Payment Amount shall be determined as set forth in Section 6.2, below.

6.1. Terms Related to Reimbursements from the Bonus Payment Amount. Bonus payments may be used by the City to reimburse Developer for improvements that the parties agree qualify for reimbursement under the terms of this Section 6.1, as more fully set forth below. Notwithstanding anything else in this Agreement, except as otherwise determined by the City, which determination may be made in the City's sole and absolute discretion (as determined by the City's Zoning Administrator as an administrative determination), the amount of the final Bonus Payment Amount shall be the limit of reimbursement for the Qualifying Enhancements (defined below) as more fully set forth in this Section 6.1.

6.1.1. Qualifying Enhancements, Work & Costs. The parties agree that, except with respect to Gap Improvements (more fully described below), the elements of any Hospitality District Enhancement that shall be deemed "Qualifying Enhancements" that qualify for reimbursement only shall be those features of the Hospitality District Enhancements that exceed the City's standard quality and character of such constructed improvements as the City generally requires of all development projects ("Qualifying Enhancements"). Further, the parties agree that the costs of such Qualifying Enhancements that may be subject to reimbursement under this Agreement ("Qualifying Enhancement Costs") shall be determined as follows:

6.1.1.1 Enhancement Review Process. The parties agree that the Qualifying Enhancement Costs that qualify for reimbursement shall be determined by the parties applying the following process (the "Enhancement Review Process"):

(A) Prior to the first public hearing before the Development Review Board with respect to a Phase, Developer and City will establish the features, by mutual agreement, of the Hospitality District Enhancements that shall be deemed Qualifying Enhancements with respect to such Phase;

(B) In connection with its preparation of the Phase plans to be presented to the Development Review Board, Developer shall provide a total construction cost estimate ("TCE") with respect to the Hospitality District Enhancements and a breakdown establishing the features that Developer seeks to have qualify as Qualifying Enhancements and the Qualifying Enhancement Costs associated with them in accordance with the process established by the Zoning Administrator. The TCE shall be subject to review and approval of the Zoning Administrator and the City Engineer in connection with the parties making a final determination of the costs that they mutually agree will be deemed Qualifying Enhancement Costs, if any;

(C) The parties acknowledge that, subject to the Enhancement Review Process in which they will establish the features of Hospitality District Enhancements that shall be deemed Qualifying Enhancements, they have determined that the proposed Hospitality District Enhancements described on **Exhibit "I"** are of the character that the parties believe will meet the standard to be treated as Qualifying Enhancements that may qualify for reimbursement as Qualifying Enhancement Costs as determined in the City's sole and absolute discretion (as determined by the City's Zoning Administrator as an administrative determination).

6.1.1.2 No Overhead. Notwithstanding anything else in this Section 6.1, the parties agree that the Qualifying Enhancement Costs for which Developer may seek

reimbursement shall not include Developer's "overhead" activities with respect to the Hospitality District Project or any design efforts associated with any Qualifying Enhancements.

6.1.1.3. Reimbursement Subject to City Review. Developer's reimbursement of Qualifying Enhancement Costs shall be subject to: (i) verification by the City Engineer of the Qualifying Enhancement Costs incurred by Developer with respect to the Qualifying Enhancements, as well as Developer's actual payment of such Qualifying Enhancement Costs by Developer; (ii) Developer's compliance with all federal, state, county and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and official policies of City, as they may be amended from time to time, which apply to the development of the Qualifying Enhancements as of the date of any application or submission (but the parties acknowledge that the construction of the Qualifying Enhancements is not subject to Arizona Revised Statutes, Title 34), and (iii) City's inspection, approval and acceptance of the Qualifying Enhancements constructed by Developer.

6.1.1.4. Use of Funds in Hospitality District. Nothing in this Section 6.1 shall be deemed to require the City to agree to reimbursing Developer for any specific Qualifying Enhancement Costs associated with any specific Qualifying Enhancements, but the parties acknowledge that, notwithstanding anything else in this Agreement, the Bonus Payment Amount must be used by the City for Hospitality District Enhancements that the City selects and that are constructed by Developer within the Hospitality District.

6.1.2. Trigger of Hospitality District Enhancement Cost Reimbursement. If Developer undertakes a Trigger Project by the applicable Phase Commencement Date, Developer shall be deemed to be eligible for reimbursement of Qualifying Enhancement Costs incurred for Qualifying Enhancements undertaken in connection with the Trigger Project, but only for those Qualifying Enhancements Costs to which the City agrees in its sole and absolute direction (as determined by the City's Zoning Administrator as an administrative determination) to be in compliance with the Enhancement Review Process. If Developer does not undertake a Trigger Project on or before the applicable Phase Commencement Date, then, as the City's remedy for Developer's failure to comply with the Phasing Plan, Developer shall not be entitled to any reimbursement of Qualifying Enhancement Cost for any Qualifying Enhancements of such Trigger Phase. Developer shall be responsible to initiate all Qualifying Enhancements undertaken with the Trigger Project, performing all work required to do so, and Developer will be responsible to document the cost of all Qualifying Enhancement Costs to demonstrate the application of the Bonus Payment Amount to the Qualifying Enhancement Costs that Developer incurs with respect to such Qualifying Enhancements. Although Developer may expend a greater amount in Qualifying Enhancement Costs on the Qualifying Enhancements than the amount of the Bonus Payment Amount, in no case shall the City be obligated to reimburse Developer for Qualifying Enhancement Costs in excess of the Bonus Payment Amount except with respect to any additional Qualifying Enhancement Costs of Qualifying Enhancements specifically requested or required by the City. Further, the application of the terms of this Section 6.1 with respect to the Bonus Payment Amount apply only with respect to the Qualifying Enhancement Costs expended up to and including the amount of the Bonus Payment Amount.

6.1.3. Cost Accounting. As Developer incurs Qualifying Enhancement Costs, Developer shall submit the proof of the Qualifying Enhancement Costs on a regular basis, but no less often than each ninety (90) day period during which Developer is incurring Qualifying Enhancement Costs. Upon Developer's submitting the cost information for each of the Qualifying Enhancement Costs (each, a "Cost Accounting Submittal"), the City shall review such Cost Accounting Submittal, supply Developer with any objections to the Cost Accounting Submittal within thirty (30) days of Developer's supplying the Cost Accounting Submittal and associated documents and records to the City. If the City timely objects to a Cost Accounting Submittal, the City and the Developer promptly shall meet to attempt to resolve such objections within thirty (30) days of the Developer's receipt of them. To the extent that the City does not object to a Cost Accounting Submittal, the City immediately shall acknowledge its acceptance of the Cost Accounting Submittal to the Developer and that any amounts that are not in dispute shall be deemed Qualifying Enhancement Costs subject to be reimbursed through the application of such funds pursuant to the Enhancement Offset Provisions and the Enhancement Cost Provisions. Developer's acceptance of any determination by the City of a partial amount of a Cost Accounting Submittal under this provision shall not be deemed a waiver of any other amounts contained in the Cost Accounting Submittal, shall not be deemed an "accord and satisfaction" or any similar discharge of the remaining amount claimed in the Cost Accounting Submittal, and each party acknowledges that any such application of any such interpretation under law hereby is waived. If the parties are not able to reach an agreement with request to a Cost Accounting Submittal, then the parties shall subject the issues to mediation to resolve any disagreement between the parties regarding any Cost Accounting Submittal. The City shall make payment of the Qualifying Enhancement Costs submitted in a Cost Accounting Submittal within thirty (30) days of the City's acceptance thereof.

6.1.4. Abandonment Consideration. Developer and City acknowledge that the Abandonment Consideration is established based on the terms of the Abandonment Resolution. However, the parties acknowledge that, at City's request, Developer may undertake certain improvements within the City's right-of-way that are not in right-of-way adjacent to the Parcels and are deemed Gap Improvements as set forth on **Exhibit "G-4C."** Such Gap Improvements would provide the City with, at a minimum, constructed improvements that impose costs on Developer to meet the City's standard quality and character of such constructed improvements as the City requires of all development projects ("Gap Improvement Standard Costs"), and may include additional enhancements that exceed the City's standard quality and character of such constructed improvements as the City requires of all development projects (the "Gap Improvement Enhancement Costs"). The parties agree that such Gap Improvements will be subject to the Enhancement Review Process and, if such Gap Improvements are to be undertaken by Developer with respect to a Phase, as elected by the City, the amount of the Gap Improvement Standard Costs and the Gap Improvement Enhancement Costs, if any, shall be established according to the procedures used to determine Qualifying Enhancement Costs (as if such Gap Improvement Standard Costs and Gap Improvement Enhancement Costs were Qualifying Enhancement Costs) and the resulting Gap Improvement Standard Costs and Gap Improvement Enhancement Costs shall be, at the City's election for those to which the City agrees in its sole and absolute direction (as determined by the City's Zoning Administrator as an administrative determination) to be in compliance with the Enhancement Review Process. Further, nothing in this Section 6.1 shall be deemed to require the City to agree to reimbursing Developer for any specific Gap Improvement

Standard Costs or Gap Improvement Enhancement Costs associated with any specific Gap Improvements, but the parties acknowledge that, notwithstanding anything else in this Agreement, the Abandonment Consideration must be used by the City for Hospitality District Gap Improvements that the City selects and that are constructed by Developer within the Hospitality District. In addition, if the City elects to cause the creation of the Multi-Directional Crossing, the Developer shall contribute up to Twenty Five Thousand Dollars (\$25,000) to the cost of the Multi-Directional Crossing, and the City may elect to apply Abandonment Consideration toward the cost of the Multi-Directional Crossing in an amount to match the Developer's contribution. Moreover, notwithstanding anything else in this Agreement or the Regulatory Approvals, in connection with the construction of any Gap Improvements, the City is obligated to acquire all right-of-way, permits and other permission from any owner of property to be impacted by any Gap Improvements that the City seeks to cause Developer to construct. If, during the time frames established by Phasing Plan, the City does not request that Developer undertake the construction of any Gap Improvements, then Developer's right to any reimbursement for constructing Gap Improvements from the Abandonment Consideration, and its obligation to construct any Gap Improvements, shall terminate and be of no further force or effect.

6.1.5. Standards for Hospitality District. The parties recognize the desire to create a consistent theme and appearance of the right-of-way improvements throughout the Hospitality District in connection with the design and development of the Project. Once the Developer has established the standards to be prescribed for the appearance and quality of improvements within the Hospitality District's City right-of-way, Developer and City shall work cooperatively to cause the application of such standards to be applied throughout the Hospitality District by City to all other improvements of City right-of-way, whenever and by whomever such improvements may be undertaken.

6.2. Calculation and Adjustments of Bonus Payment Amount. The Bonus Payment Amount shall be determined according to the formula required by the Bonus Development Provisions and set forth below. The calculation of the Bonus Payment Amount set forth in this Agreement as estimated has been determined and is applicable through December 31, 2021. The Bonus Payment Amount finally will be established pursuant to the Bonus Development Provisions. Any unpaid amount of the Bonus Payment Amount remaining after December 31, 2021, shall be subject to increase by 3.5% on January 1, 2022, and annually thereafter until paid, according to the following formula:

$$A = P(1 + 0.035)^{CY - 2021}$$

Where: A = Dollar amount to be paid

P = Unpaid amount of Bonus Payment Amount

CY = Current year

6.3. Cultural Improvement Program & Cultural Projects. Pursuant to Section 6.1309A2 of the Code as in force on the date of this Agreement (the "Cultural Improvements Program"), the parties agree that the Cultural Improvements Program applies to the Hospitality District Development Plan and Developer is required to expend certain amounts on artwork with respect to each Phase and with respect to the Hospitality District Development Plan (the "Required

Art Investment Amount"). The Required Art Investment Amount for each Phase will be determined by the City based on the building valuation of all floor area in the Phase, as determined pursuant to the valuation process established in the Code as of the date of this Agreement and/or future Code requirement, whichever is less. The Required Art Investment Amount shall be expended by the Developer to commission and install original artwork pursuant to a Final Art Plan established in cooperation with Scottsdale Art, which may include aspects of the Hospitality District Enhancements that incorporate art through shade, lighting, signage, landscape and hardscape, all of which, by its approval of this Agreement, the City's City Council specifically designates the, as "Artwork" within the meaning of Chapter 20, Article VII, Section 20-121 of the Revised Code (the "Art Code"), subject to the process to be implemented with Scottsdale Art. Further, the schedule for installing artwork under the Final Art Plan for each Phase and the final determination of such item's compliance with the Art Code, shall be approved and determined by the Zoning Administrator prior to issuance of the first building permit for any above ground structure in such Phase. If Developer does not proceed with a Final Art Plan, the Developer may elect to make a contribution to the Downtown Cultural Trust Fund in the unexpended amount of the Required Art Investment Amount for a Phase. The timing of Developer's making the Required Art Investment Amount for a Phase shall be based on the building valuation (determined as described above) of all buildings for the Phase and the Required Art Investment Amount for the Phase shall be made (or in the alternative, contributed to the Downtown Cultural Trust Fund) before the issuance of any building permit for any above ground structure in that Phase. All monetary amounts required to be expended under the "Cultural Improvements Program" are exclusive of and are not a part of the Bonus Payment Amount, but all such funds must, thereafter, be expended within the boundaries of the Hospitality District, including any such contributed to the Downtown Cultural Trust Fund, if any.

7. Breach & Remedies. Developer shall comply with, perform and do each performance and thing required of Developer under this Agreement. Developer's failure to do so shall be a breach by Developer of this Agreement.

8. 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 Development Area Budget 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. If Developer has started curing an Event of Default, 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 one hundred eighty (180) day period. The parties acknowledge that Developer's failure to undertake construction of a Trigger Project within the time periods set forth in the Phasing Plan is not an Event of Default, but is subject to the consequence and remedy of loss of the opportunity for reimbursement from the Bonus Payment Amount from and after such failure.

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

9.1. Issue a stop work order and/or refuse to issue any permits or process development applications on the applicable Parcel until the default is cured.

9.2. Abate at Developer's or successor's expense any violation of this Agreement.

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

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

9.5. 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.

9.6. Notwithstanding the foregoing, Developer shall not be liable for punitive or other exemplary or multiple damages, or damages due to City's or the public's failure to receive the Community Benefits.

10. City Default and Developer's Remedies. Upon any material breach of this Agreement by City not cured within one hundred eighty (180) 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 and as a condition of City's willingness to enter into this Agreement, the following limits shall apply to this Agreement:

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

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

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

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

11. 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 Zoning Administrator or designee shall be authorized to administer this Agreement for City or speak for City regarding this Agreement.

12. 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.

13. 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 the Public Improvements Covenant to Construct in the form currently used by the City. Developer may elect to provide a single Public Improvements Covenant to Construct for the entire Hospitality District 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:

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

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

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

13.4. 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.

13.5. The "completion deadline" within the Public Improvements Covenant to Construct shall be two (2) years after the date of such document.

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

15. Assignability. The rights established under this Agreement and the Hospitality District Development Plan are not personal rights but attach to and run with the Property. All the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. Section 9-500.05(D). This Agreement may be assigned or transferred by the Developer (or any of the entities comprising "Developer" with respect to such entity's interest herein), in whole or in part, by written instrument, to any subsequent owner of all or any portion of the Property. Notice of any transfer or assignment in accordance with this paragraph shall be provided by Developer or the transferor entity (or its successor or assign) to the City.

16. Unified Project Intent. City is entitled to hold all the entities identified as "Developer" (or their successors and assigns, if applicable) responsible for all performances under

this Agreement. City and Developer expressly do not intend that Developer's rights under this Agreement be divisible, except as already described in this Agreement, for any reason into multiple contracts, agreements or other arrangements between City and numerous property owners. City and Developer intend that City only be obligated to deal with one designated representative of all of the entities comprising the Developer (the "Developer's Designated Representative") from time to time and not be burdened with any management, maintenance or other responsibilities related to development or occupation of the Property by multiple entities, such as resolving or being hindered by disagreements between entities regarding Developer's performance of its duties under this Agreement, and that City not be burdened by usage, financial or other issues among various persons using the Property pursuant to this Agreement. All of those duties are to be performed by Developer, with the constituent entities (or their successors or assigns, if applicable), which is responsible to see that all persons developing or using the Property, including without limitation any owners' associations and their members, resolve among themselves their respective responsibilities for all performances under this Agreement, none of which limits or otherwise affects City's rights under this Agreement. Developer may change the Developer's Designated Representative from time to time by written notice to City and may allocate and assign the obligations and rights among the entities company Developer (or their successors and assigns) under this Agreement. Developer hereby designates Boyce O'Brien as the Developer's Designated Representative under this Agreement, until further written notice from Developer is given to City. If any lienholder or beneficiary under a deed of trust or other recorded security instrument succeeds to the rights of any Developer entity, such lienholder or beneficiary may appoint an independent representative to represent its interests hereunder, and no other party shall act on its behalf absent such lienholder or beneficiary's express written consent.

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

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

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

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

17.4. No Agency. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the City and the entities comprising Developer.

17.5. Non-liability of City Officials and Employees. No member, official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount that may

become due to any party or successor, or with respect to any obligation of City related to this Agreement.

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

| | |
|------------------|---|
| If to City: | Randy Grant Zoning Administrator City of Scottsdale 7447 E. Indian School Rd., Suite 105 Scottsdale, AZ 85251 |
| Copy to: | Sherry R. Scott City Attorney City of Scottsdale 3939 Drinkwater Blvd. Scottsdale, AZ 85251 |
| If to Developer: | c/o Stockdale Capital 4501 North Scottsdale Road, Suite 201 Scottsdale, AZ 85251 Attn: Boyce O'Brien |
| Copies to: | John Berry, Esq. Berry Riddell LLC 6750 E. Camelback Rd., Suite 100 Scottsdale, AZ 85251 |

Service of any notice by mail in accordance with the foregoing shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail. Service of any notice by overnight courier in accordance with the foregoing shall be deemed to be complete upon receipt or refusal to receive. By notice from time to time in accordance herewith, either party may designate any other street address or addresses as its address or addresses for receiving notice hereunder using a Change of Address Form in the form of **Exhibit "J."** Any designation by a party of a new address for shall not be binding or effective unless the Address Change Form is supplied to the other parties and is recorded with the County Recorder of Maricopa County, Arizona.

17.7. Integration. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof.

17.8. Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and any reference to gender shall include all genders and each combination thereof. 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 considering 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.

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

17.10. 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. City shall have no liability to third parties for any approval of plans, Developer's construction of improvements, Developer's negligence, Developer's failure to comply with the provisions of this Agreement, or otherwise as a result of the existence of this Agreement.

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

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

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

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

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

17.16. Authority. Each party to this Agreement represents to the other that it has full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

17.17. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by a party of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

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

EXECUTED as of the date first given above.

CITY:

CITY OF SCOTTSDALE
an Arizona municipal corporation

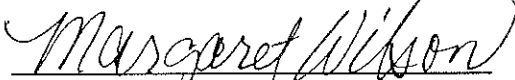
By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



Sherry R. Scott, City Attorney

By: Margaret Wilson, Senior Assistant City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of December, 2020,
by W. J. "Jim" Lane, Mayor of the City of Scottsdale, an Arizona municipal corporation.

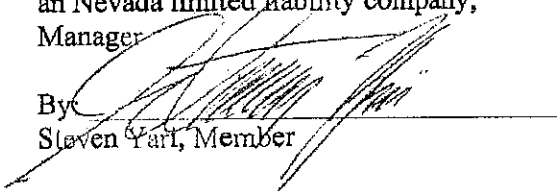
My Commission Expires:

Notary Public

DEVELOPER:

Triyar Capital LLC/Baseline Acquisition, LLC
an Arizona limited liability company

Topaz Global Holdings, LLC
an Nevada limited liability company,
Manager

By: 
Shawn Yari, Member

Diamond Global Holdings, LLC
an Nevada limited liability company,
Manager

By: _____
Shawn Yari, Member

Stockdale Galleria Land Owner, LLC
a Delaware limited liability company

By: Stockdale Galleria, LLC
a Delaware limited liability company
Member

By: _____
Shawn Yari, Member & Authorized Signatory

Equity Partners Group, LLC
an Arizona limited liability company

By: _____
Shawn Yari, Manager

Shoeman, LLC
Arizona limited liability company

By: _____
Terry B. Brodtkin, Member

DEVELOPER:

Triyar Capital LLC/Baseline Acquisition, LLC
an Arizona limited liability company

Topaz Global Holdings, LLC
an Nevada limited liability company,
Manager

By: _____
Steven Yari, Member

Diamond Global Holdings, LLC
an Nevada limited liability company,
Manager

By: _____
Shawn Yari, Member

Stockdale Galleria Land Owner, LLC
a Delaware limited liability company

By: Stockdale Galleria, LLC
a Delaware limited liability company
Member

By: _____
Shawn Yari, Member & Authorized Signatory

Equity Partners Group, LLC
an Arizona limited liability company

By: _____
Shawn Yari, Manager

Shoeman, LLC
Arizona limited liability company

By: _____
Terry B. Brodtkin, Member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

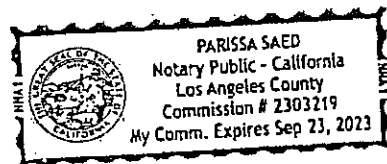
On November 20, 2020 before me, Parissa Saed Notary
(insert name and title of the officer)

personally appeared Steven Yari
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

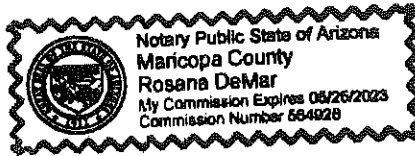
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Parissa Saed (Seal)



STATE OF ARIZONA)
) ss.
County of Maricopa)

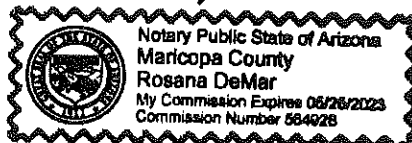


The foregoing instrument was acknowledged before me this 20th day of November, 2020, by Shawn Yari, Member of Diamond Global Holdings, LLC, an Nevada limited liability company, on behalf of the company.

My Commission Expires: 05/25/2023

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

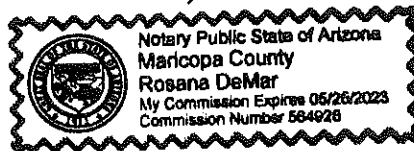


The foregoing instrument was acknowledged before me this 20th day of November, 2020, by Shawn Yari, Member of Stockdale Galleria, LLC, a Delaware limited liability company, Member of Stockdale Galleria Land Owner, LLC, a Delaware limited liability company, on behalf of the companies.

My Commission Expires: 05/25/2023

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)



The foregoing instrument was acknowledged before me this 20th day of November, 2020, by Shawn Yari, Manager of Equity Partners Group. LLC, an Arizona limited liability company, on behalf of the company.

My Commission Expires: 05/25/2023

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day of November, 2020, by Terry B. Brodtkin, Member of Shoeman, LLC, an Arizona limited liability company, on behalf of the company.

My Commission Expires: 05/25/2023

Notary Public

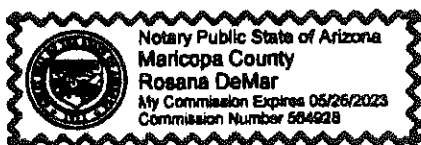


EXHIBIT “A”

CITY CENTER PARCELS

Parcel Numbers

Title Owner

173-41-004
173-41-005
173-41-015A
173-41-016B
173-41-017A
173-41-021A

Triyar Capital LLC/Baseline Acquisition LLC

CITY CENTER LEGAL DESCRIPTION

A portion of Tract A, and Lot 4 of Shoeman Tract, recorded in Book 42, Page 31, in the County Recorder's office, lying within the northwest quarter of the northwest quarter of the southwest quarter of Section 23, Township 2 North, Range 4 East, of the Gila and Salt River Meridian, city of Scottsdale, county of Maricopa, state of Arizona, more particularly described as follows:

Commencing at the west quarter corner of said Section 23, a brass cap in handhole, from which the center of said Section 23, a stone in handhole, bears South 89 degrees 31 minutes 37 seconds East, 2629.82 feet;

Thence along the north line of the southwest quarter of said Section 23, South 89 degrees 31 minutes 37 seconds East, 232.14 feet;

Thence leaving said north line, South 00 degrees 28 minutes 23 seconds West, 40.00 feet, to the southerly right-of-way line of Camelback Road and the **Point of Beginning**;

Thence along the southerly right-of-way line, South 89 degrees 31 minutes 37 seconds East, 225.08 feet;

Thence leaving said southerly right-of-way line, South 44 degrees 42 minutes 49 seconds East, 28.38 feet, to the westerly right-of-way line of Brown Avenue;

Thence along said westerly right-of-way line, South 00 degrees 05 minutes 59 seconds West, 137.06 feet, to the beginning of a curve, concave easterly, having a radius of 202.92 feet;

Thence southeasterly along said curve, an arc length of 42.82 feet, through a central angle of 12 degrees 05 minutes 22 seconds, to the beginning of a reverse curve, having a radius of 202.96 feet;

Thence southeasterly along said curve, an arc length of 42.82 feet, through a central angle of 12 degrees 05 minutes 12 seconds;

Thence South 00 degrees 05 minutes 59 seconds West, 37.67 feet, to the southerly line of said Tract A;

Thence leaving said westerly right-of-way line, along said southerly line, North 89 degrees 33 minutes 15 seconds West, 207.96 feet, to the easterly line of said Lot 4;

Thence leaving said southerly line, along said easterly line, South 00 degrees 05 minutes 57 seconds West, 137.02 feet, to the northerly right-of-way line of Shoeman Lane;

Thence leaving said easterly line, along said northerly right-of-way line, North 89 degrees 32 minutes 54 seconds West, 128.98 feet, to the westerly line of said Lot 4;

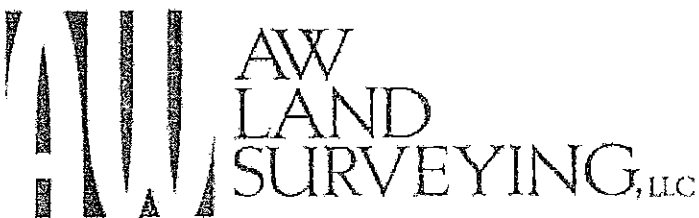
Thence leaving said northerly right-of-way line, along said westerly line, North 00 degrees 05 minutes 46 seconds East, 137.01 feet, to the southerly line of said Tract A;

Thence along said southerly line, North 89 degrees 33 minutes 15 seconds West, 93.99 feet, to a line located 55 feet east and parallel to the west line of said Section 23;

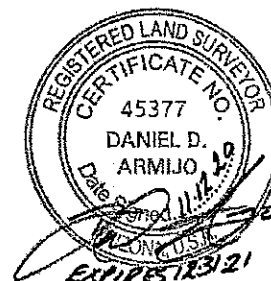
Thence leaving said southerly line, along said parallel line, North 00 degrees 05 minutes 56 seconds East, 83.55 feet, to a line located 33 feet northwest of and parallel to said Tract A;

Thence along said parallel line, North 42 degrees 16 minutes 59 seconds East, 263.39 feet, to the **Point of Beginning**.

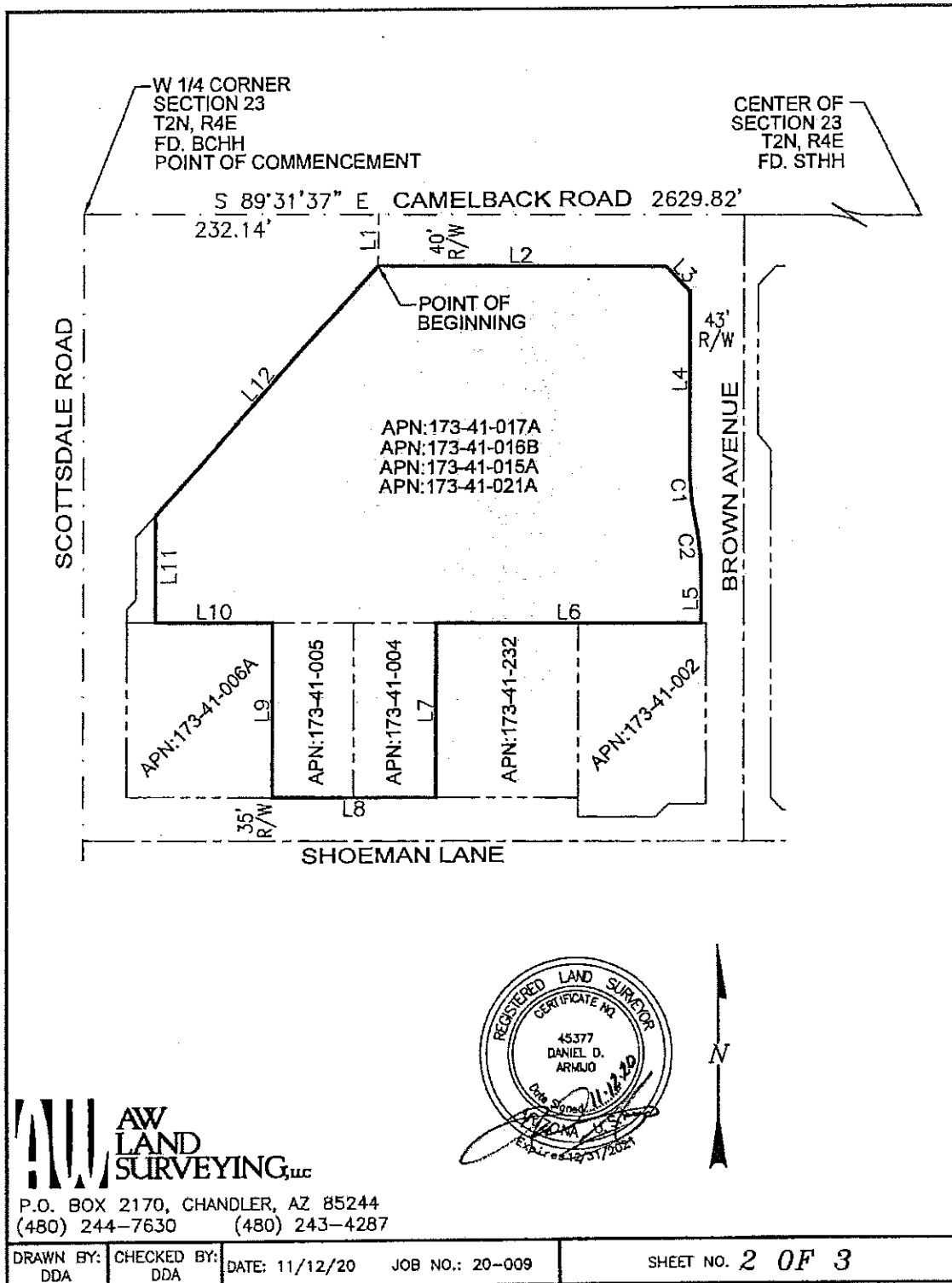
Containing 118,880 Square Feet or 2.73 Acres more or less.



P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
Brian D. Warren, LSIT (480) 243-4287



CITY CENTER DEPICTION

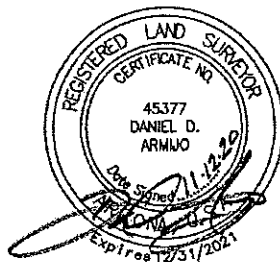


| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 00°28'23" W | 40.00' |
| L2 | S 89°31'37" E | 225.08' |
| L3 | S 44°42'49" E | 28.38' |
| L4 | S 00°05'59" W | 137.06' |
| L5 | S 00°05'59" W | 37.67' |
| L6 | N 89°33'15" W | 207.96' |
| L7 | S 00°05'57" W | 137.02' |
| L8 | N 89°32'54" W | 128.98' |
| L9 | N 00°05'46" E | 137.01' |
| L10 | N 89°33'15" W | 93.99' |
| L11 | N 00°05'56" E | 83.55' |
| L12 | N 42°16'59" E | 263.39' |

| CURVE | RADIUS | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|---------|------------|-------------|---------------|--------------|
| C1 | 202.92' | 42.82' | 12°05'22" | N 05°56'39" W | 42.74' |
| C2 | 202.96' | 42.82' | 12°05'12" | N 05°56'39" W | 42.74' |



P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287



| | | | | |
|------------------|--------------------|----------------|-----------------|------------------|
| DRAWN BY: DDA | CHECKED BY: DDA | DATE: 11/12/20 | JOB NO.: 20-009 | SHEET NO. 3 OF 3 |
|------------------|--------------------|----------------|-----------------|------------------|

MAYA HOSPITALITY PARCELS

Parcel Numbers

Title Owner

173-41-259

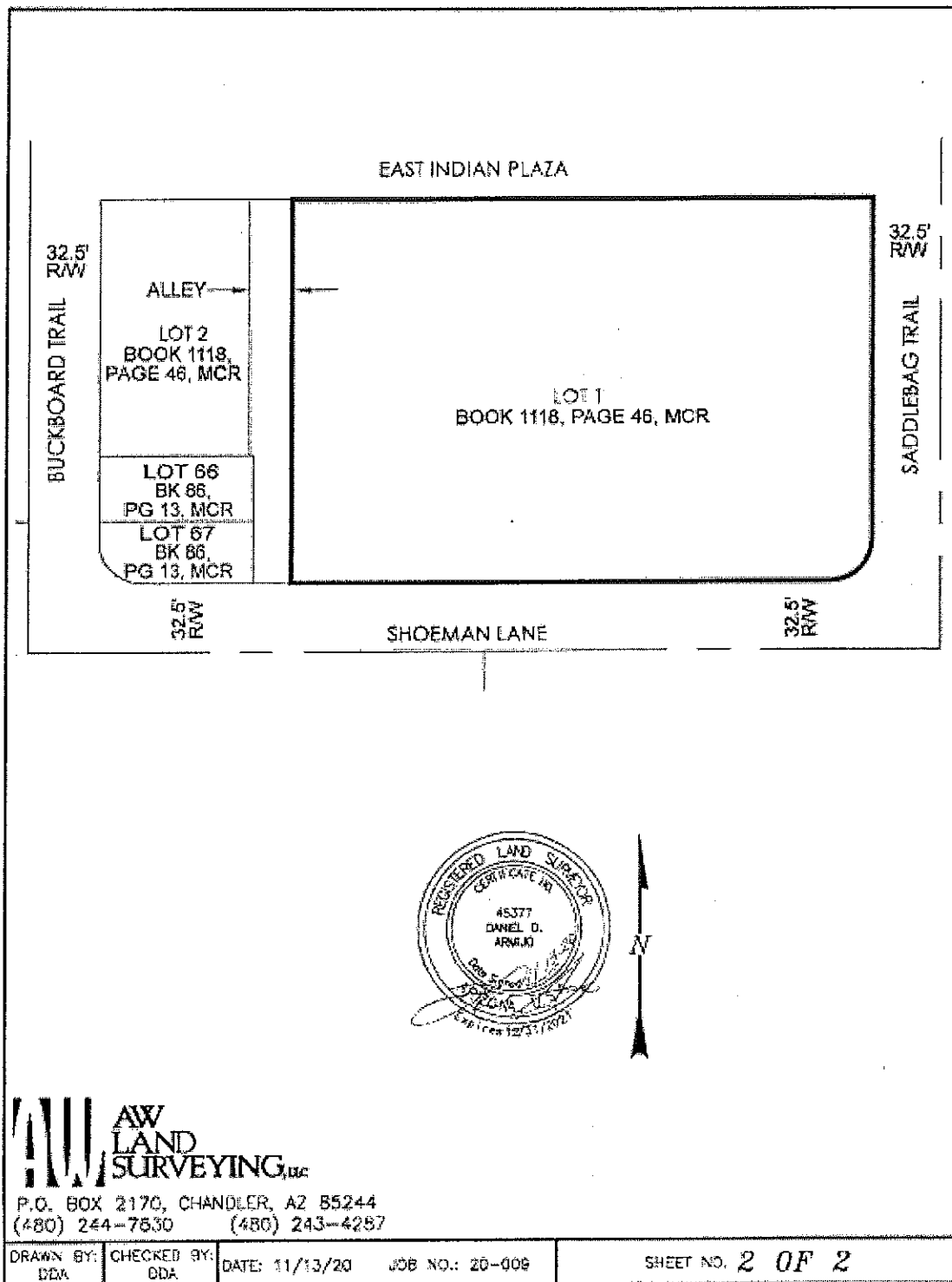
Equity Partners Group, LLC

THE MAYA HOSPITALITY LEGAL DESCRIPTION

Lot I as shown on The Minor Subdivision Plat, recorded in Book 1118, Page 46, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Containing 49,242 Square Feet or 1.13 Acres more or less.

THE MAYA HOSPITALITY DEPICTION



THE MAYA HOTEL PARCELS

Parcel Numbers

Title Owner

173-41-265

Stockdale Galleria Land Owner, LLC

173-41-260

Equity Partners Group, LLC

173-41-182

Shoeman, LLC

173-41-183

Shoeman, LLC

Alleyway not yet
assigned an APN

At the time of this agreement, owned by City

MAYA HOTEL LEGAL DESCRIPTION

Lot 2 as shown on The Minor Subdivision Plat, recorded in Book 1118, Page 46, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Together With

Lots 66 and 67 as shown on Camelback Park Plaza, recorded in Book 86 of Maps, Page 13, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Together With

A portion of that certain alley as shown on Camelback Park Plaza, recorded in Book 86 of Maps, Page 13 and the Minor Land Division Plat, recorded in Book 1118 of Maps, Page 46, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona, more particularly described as follows:

Beginning at the Northwest corner of Lot 1 as shown on said Minor Land Division Plat;

Thence along the westerly line of said Lot 1, South 00 degrees 01 minutes 48 seconds East, 179.94 feet, to the northerly right-of-way line of Shoeman Lane;

Thence leaving said westerly line, along said northerly right-of-way line, South 89 degrees 57 minutes 06 seconds West, 18.00 feet, to the easterly line of Lot 67 as shown on said Camelback Park Plaza;

Thence leaving said northerly right-of-way line, along the easterly lines of Lot 67 and Lot 66 as shown on said Camelback Park Plaza, North 00 degrees 01 minutes 48 seconds West, 59.98 feet;

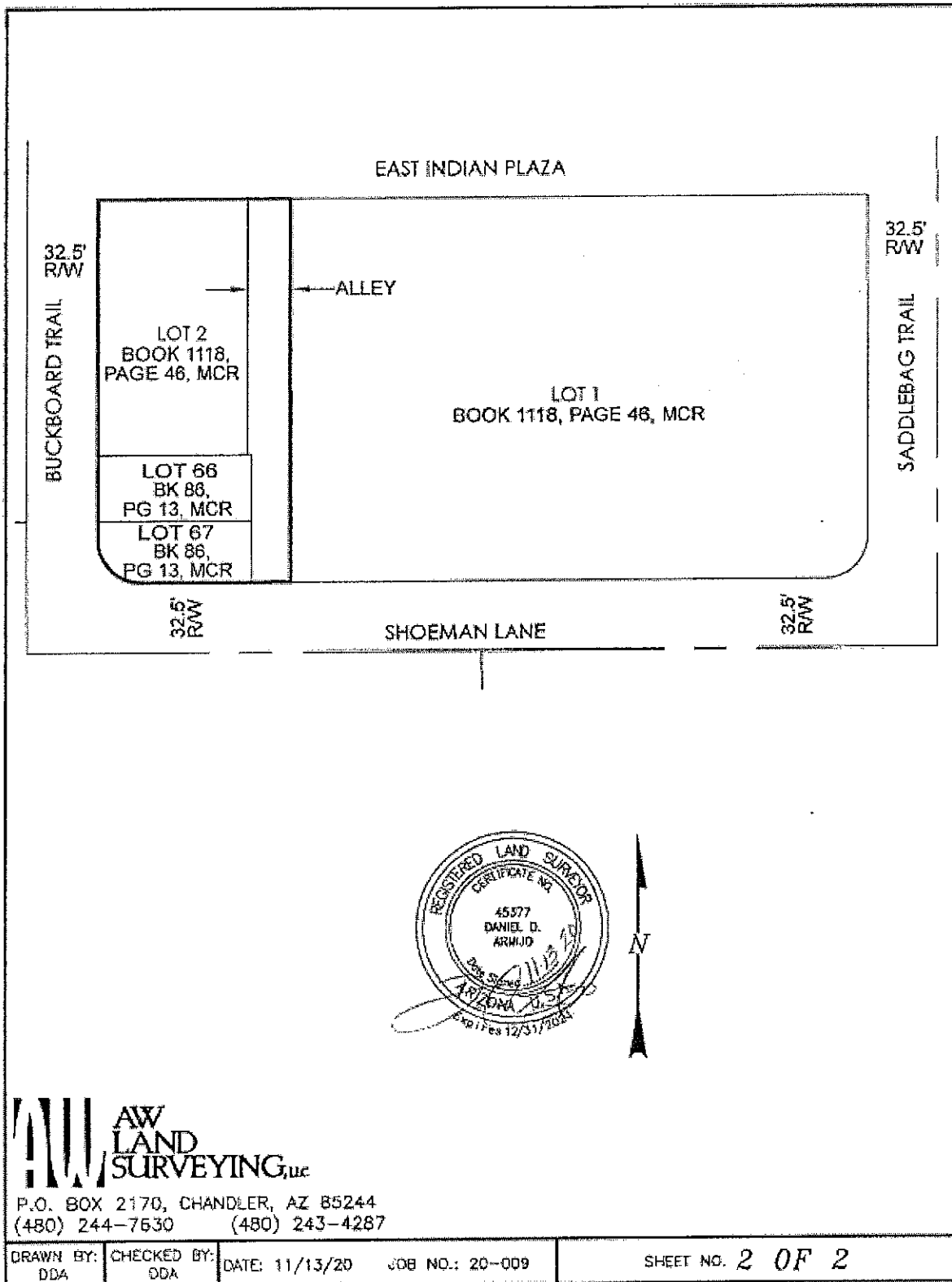
Thence leaving said easterly line, along the northerly line of said Lot 66, South 89 degrees 57 minutes 06 seconds West, 2.00 feet, to the easterly line of Lot 2 as shown on said Minor Land Division Plat;

Thence leaving said northerly line, along said easterly line, North 00 degrees 01 minutes 48 seconds West, 119.96 feet, to the southerly right-of-way line of East Indian Plaza;

Thence leaving said easterly line, along said southerly right-of-way line, North 89 degrees 57 minutes 06 seconds East, 20.00 feet, to the Point of Beginning.

Containing 16,292 Square Feet or 0.37 Acres more or less.

MAYA HOTEL DEPICTION



MINT PARCELS

| Parcel Numbers | Title Owner |
|----------------|----------------------------|
| 173-40-123 | Equity Partners Group, LLC |
| 173-41-119A | |
| 173-41-149 | |
| 173-41-150 | |
| 173-41-151 | |
| 173-41-152 | |
| 173-41-153 | |
| 173-41-216 | |

MINT LEGAL DESCRIPTION

Lots 1, 2, 3, 33, 34, 35, 36, 37 and Tract H as shown on Camelback Park Plaza, recorded in Book 86 of Maps, Page 13, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Together With

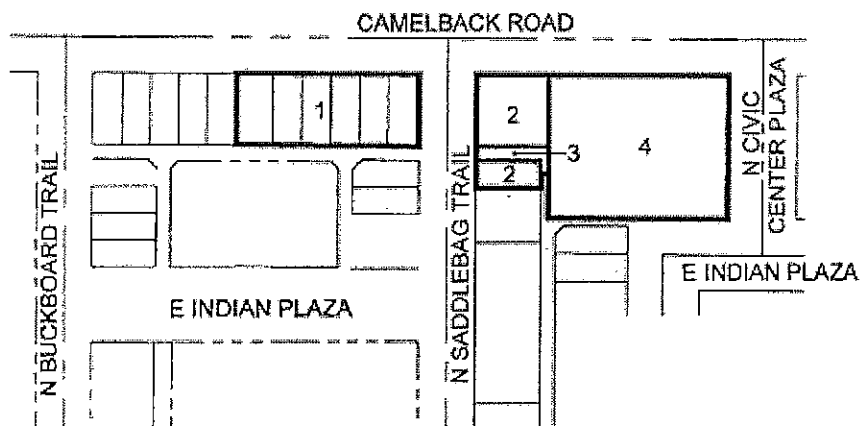
That certain Alley abandonment as shown on Camelback Park Plaza, recorded in Book 86 of Maps, Page 13, and abandoned per Docket 9184, Page 256, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Together With

Tract A, as shown on Indian Plaza Properties, recorded in Book 76 of Maps, Page 20, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Containing 58,352 Square Feet or 1.34 Acres more or less.

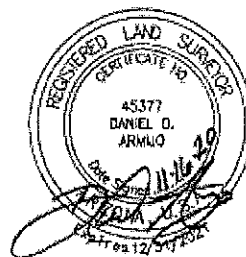
MINT DEPICTION



1. LOTS 33, 34, 35, 36, 37 AND TRACT H
BOOK 86, PAGE 13, MCR
2. LOTS 1, 2 AND 3, BOOK 86, PAGE 13, MCR
3. ALLEY ABANDONMENT, DOCKET 9184, PAGE 258, MCR
4. TRACT A, BOOK 76, PAGE 20, MCR

**AW
LAND
SURVEYING, LLC**

P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287



| | | | | |
|------------------|--------------------|----------------|-----------------|------------------|
| DRAWN BY: DDA | CHECKED BY: DDA | DATE: 11/16/20 | JOB NO.: 20-009 | SHEET NO. 2 OF 2 |
|------------------|--------------------|----------------|-----------------|------------------|

ADDITIONAL & SOUTH PARCELS

| Parcel Numbers | Title Owner |
|----------------|----------------------------|
| 173-41-145 | Equity Partners Group, LLC |
| 173-41-174 | (Additional Parcels) |
| 173-41-257 | |
| 173-41-258 | |
| 173-41-146 | |
| 173-41-083A | (South Parcels) |
| 173-41-086A | |
| 173-41-087 | |

ADDITIONAL & SOUTH PARCEL LEGAL DESCRIPTION

Lots 29, 30 and 58 as shown on Camelback Park Plaza, recorded in Book 86 of Maps, Page 13, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Together With

Lot 6A, of Minor Land Subdivision of Lots 6 through 11 of Camelback Plaza, recorded in Book 1066 of Maps, Page 10, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Together With

Lot 14A, of Minor Land Subdivision of Lots 14 through 16 of Camelback Plaza, recorded in Book 1066 of Maps, Page 9, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Together With

Lot 2, of Galleria Corporate Centre, recorded in Book 1249 of Maps, Page 29, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Together With

Lots 155, 156, 157, 158 and 158 as shown on Winfield Scott Plaza Unit Four, recorded in Book 70 of Maps, Page 28, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona.

Containing 45,499 Square Feet or 1.04 Acres more or less.

ADDITIONAL & SOUTH PARCEL DEPICTION

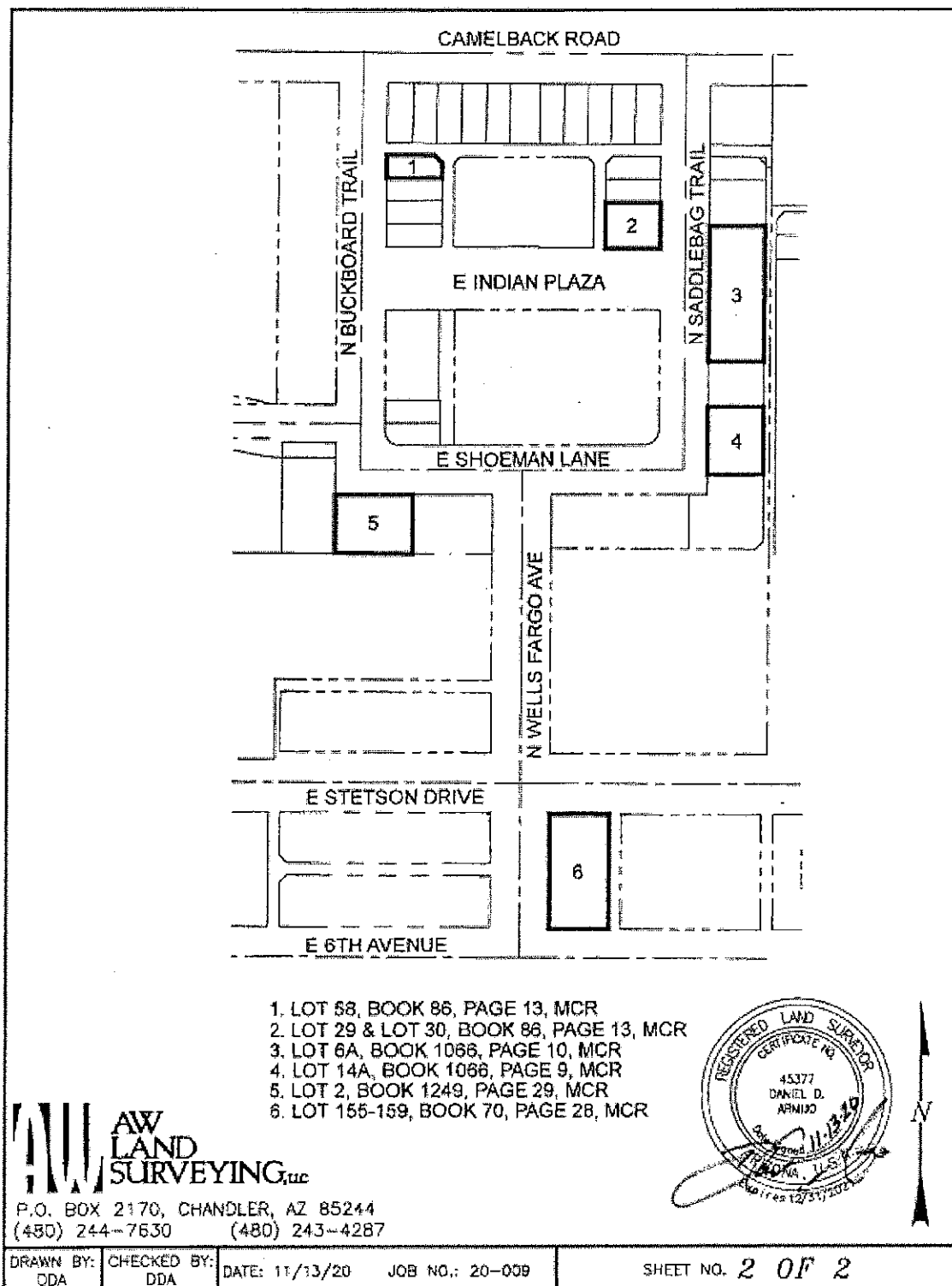


EXHIBIT "B"

DESCRIPTION & DEPICTION OF HOSPITALITY DISTRICT

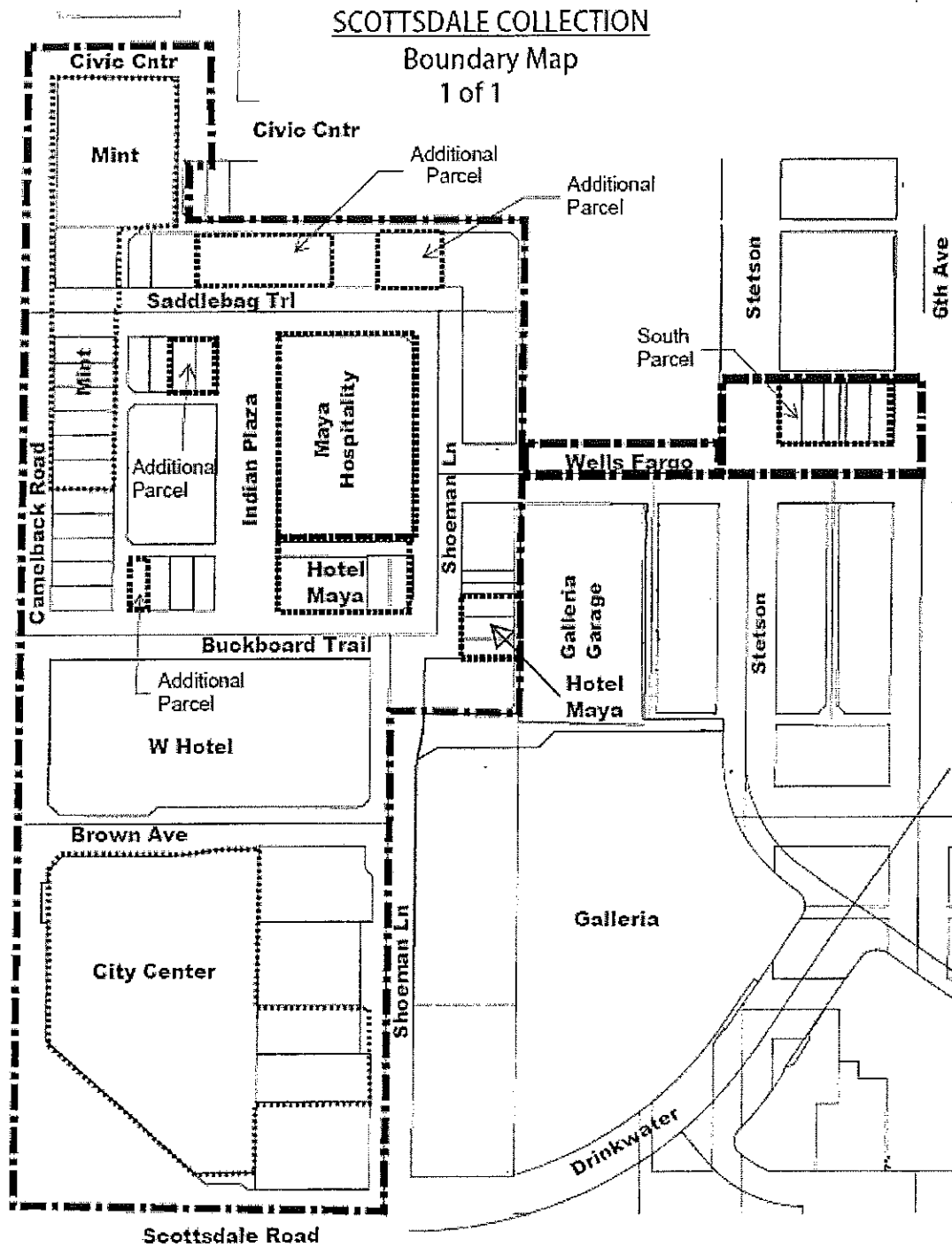


EXHIBIT "C"

DEVELOPMENT PLAN

The Hospitality District Development Plan entitled "Hospitality District" is on file with the Clerk of the City of Scottsdale adopted by Resolution No. 11978 and incorporated into Ordinance No. 4479 and into this Agreement by this reference.

EXHIBIT "D"

DEVELOPMENT AREA BUDGET

C.O.S. Contract No. 2020-194-COS
(Scottsdale Collection)
(Resolution No. 12008)

- Maximum Density of 50 du/ac = 50 * 10.25 acres = 512 units
- Maximum GFAR of 1.3 GFAR = 1.3 * 10.25 gross acres = 580,451 square feet ("SF")
- Current Property gross SF = 446,501 SF or 10.25 gross acres

| Parcel Name | Assessor Parcel Numbers (APNs) | Gross Acres | Maximum Dwelling Units (Exclusive of GFAR) | Maximum Square Footage (Commercial) |
|--|--|-----------------|---|--|
| City Center | 173-41-004 173-41-005 173-41-0015A 173-41-016B 173-41-017A 173-41-021A | +/- 3.5 | 300 | 300,000 |
| Maya Hotel & Maya Hospitality | 173-41-182 173-41-183 173-41-260 173-41-265 173-41-259 | +/- 2.75 | 200 | 250,000 |
| The Mint | 173-400-123 173-41-119A 173-41-149 173-41-150 173-41-151 173-41-152 173-41-153 173-41-216 | +/- 2.3 | 125 | 100,000 |
| South Parcel & Enhancement Parcels | 173-41-083A 173-41-086A 173-41-087 173-41-145 173-41-146 173-41-174 173-41-257 173-41-258 | +/- 1.7 | 150 | 100,000 |
| Total Maximum for Entire Property (all Parcels) | | +/-10.25 | 512 | 580,451 |

EXHIBIT "E"

DEVELOPMENT ATTRIBUTES ALLOCATION STATUS FORM

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. 2020-194-COS
(Scottsdale Collection)
(Resolution No. 12008)

COVER SHEET

DEVELOPMENT ATTRIBUTES ALLOCATION STATUS FORM

DEVELOPMENT ATTRIBUTES ALLOCATION STATUS

| Parcel-By-Parcel Maximums & Allocations—Gross Floor Area | | | | | | |
|--|-------------------------------|-------|---|---|--|------------------------------|
| | Assessor Parcel Number APN | Acres | Square Footage Previously Allocated | Square Footage Allocated by & through this Recording | Balance Square Footage Remaining as to Max Sq. Ft. | Maximum Square Footage |
| City Center | | | | | | |
| Maya Hotel & Maya Hospitality | | | | | | |
| The Mint | | | | | | |
| South Parcel & Additional Parcels | | | | | | |
| Entire Property Maximums & Allocation Limits—Gross Floor Area | | | | | | |
| Total Maximum Square Footage for Entire Property Allowed (all Parcels) | | XX.X | X,XXX,XXX | XXX,XXX | X,XXX,XXX | X,XXX,XXX |

| Parcel-By-Parcel Maximums & Allocations—Dwelling Units | | | | | |
|---|-------------------------------|--|---|---|---|
| | Assessor Parcel Number APN | Dwelling Units Previously Allocated (Exclusive of FAR) | Dwelling Units Allocated by & through this Recording (Exclusive of FAR) | Balance Dwelling Units Remaining as to Max Dwelling Units. (Exclusive of FAR) | Maximum Dwelling Units (Exclusive of FAR) |
| City Center | | | | | |
| Maya Hotel & Maya Hospitality | | | | | |
| The Mint | | | | | |
| South Parcel & Additional Parcels | | | | | |
| Entire Property Maximums & Allocation Limits—Dwelling Units | | | | | |
| Total Maximum for Entire Property (all Parcels) | | XXX | XXX | XXX | XXX |

CITY OF SCOTTSDALE
an Arizona municipal corporation

By: _____
_____, Zoning Administrator

Triyar Capital LLC/Baseline Acquisition, LLC
an Arizona limited liability company

By: _____, LLC
an Arizona limited liability company,
its sole member

By: _____
Name/Title: _____

Stockdale Galleria Land Owner, LLC
an Arizona limited liability company

By: _____, LLC
an Arizona limited liability company

By: _____
Name/Title: _____

Equity Partners Group, LLC
an Arizona limited liability company

By: _____, LLC
an Arizona limited liability company

By: _____
Name/Title: _____

Shoeman, LLC
Arizona limited liability company

By: _____, LLC
an Arizona limited liability company

By: _____
Name/Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202_, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, Zoning Administrator, City of Scottsdale, an Arizona municipal corporation.

My Commission Expires:

Notary Public

EXHIBIT "F"

PHASE PLAN

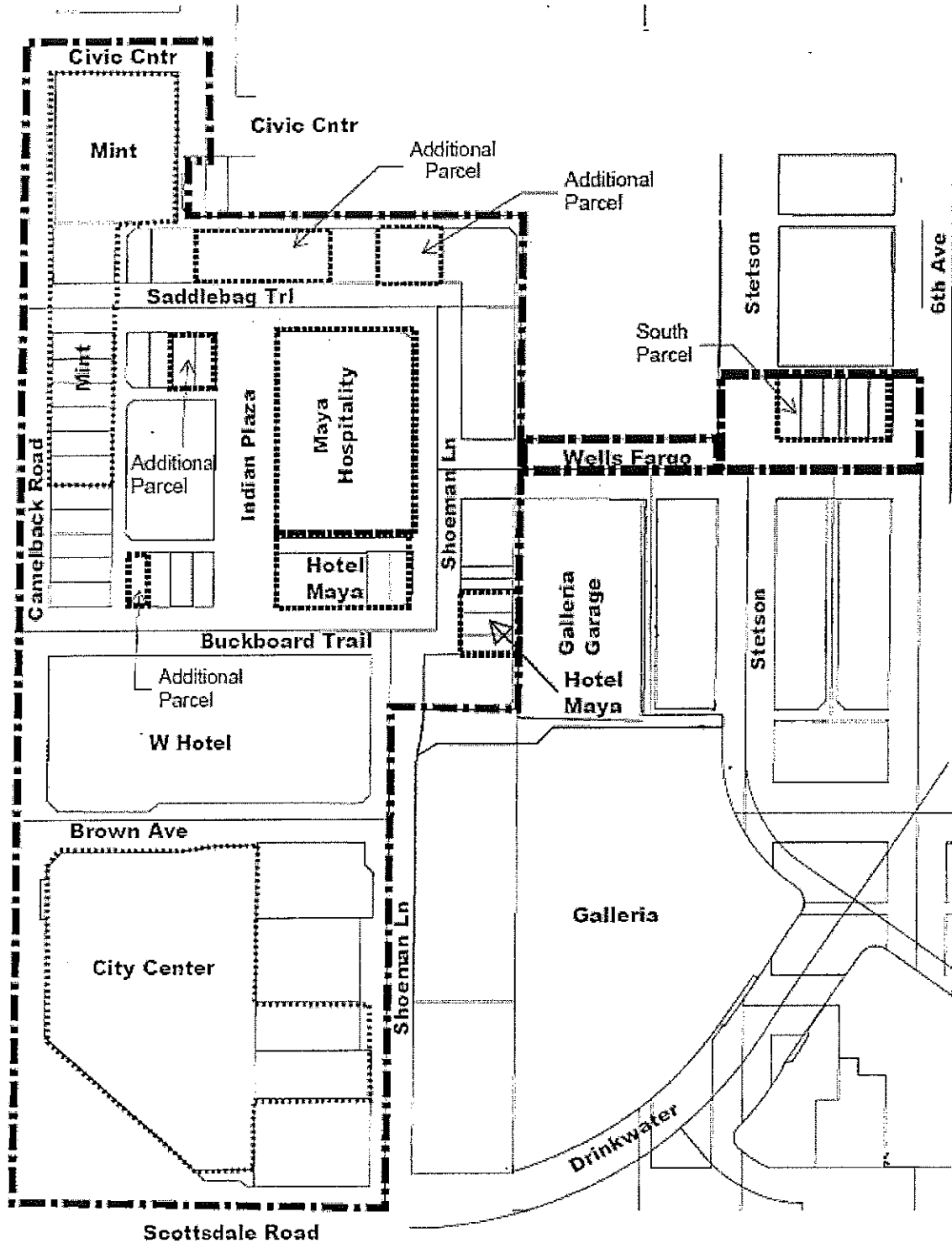


EXHIBIT "G-1"

WHEN RECORDED RETURN TO:

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

**PERMISSION FOR PRIVATE IMPROVEMENTS IN
RIGHT-OF-WAY**

Date: _____, 20__ PIR Permit No. _____

Project No. _____ Q.S. _____

Owner information:

Name of the entity that will own the improvement: _____

Name and Title of person authorized to sign for owner _____

Mailing address:

Phone number: () _____ - _____

After hours phone: () _____ - _____

1. No Construction. This document merely allows private improvements to remain in City of Scottsdale right-of-way. This document:

1.1 DOES NOT grant any permission to perform any construction work within City right-of-way. In order to do any construction work within the right-of-way now or in the future, you will need a PERMISSION TO WORK IN RIGHT-OF-WAY covering the specific work you want to do.

1.2 DOES NOT constitute a building permit or any type of waiver or permit for any building code, zoning or other requirement that may affect your project, and is not a substitute for any of these.

1.3 DOES NOT constitute City approval of your project except that the described improvements are allowed to be located within the right-of-way subject to other requirements of all laws and subject to the requirements of this document.

2. When This Document Is Required. Unless an exception in this paragraph applies, this document is required for any privately owned improvement in the right-of-way. An improvement

is any sign, pipe, fence, wall, overhang, landscaping, valve, building or any other structure or thing placed in the City's right-of-way, except for normal sized residential mailboxes, grass, gravel and similar landscaping materials, and irrigation system components that have an outside diameter of two inches or less and are not located under any pavement or traveling portion of the right-of-way.

3. Improvement Authorized. The specific improvement that is authorized by this document to exist in the right-of-way is _____.

Plans for the improvement **ARE**____ **ARE NOT**____ attached as Exhibit "A". (Check one.)

4. Improvement Location. The location of the improvements within the right-of-way is on the _____ side of _____ approximately _____ feet _____ of _____.

5. Fees. The City's permission is not effective until you have paid the fees required by Chapter 47 of the Scottsdale Revised Code. For example, you must pay a fee for the City to issue this document. In addition, you must pay an additional fee upon each annual anniversary of this document. The amounts of the fees are subject to change.

6. Timing. This permission is revocable by the City for cause upon thirty days' notice mailed to the owner's mailing address given above, or upon shorter notice if safety or the public interest requires.

7. Encroachment Permit. This document together with any PERMISSION TO WORK IN RIGHT-OF-WAY issued in connection with this improvement are an "encroachment permit" under Chapter 47 of Scottsdale Revised Code. Your obligations under this document do not replace or diminish any other obligations you may have to the City.

8. Construction Work. This document does not grant any permission to perform any construction work within the right-of-way. You must obtain a PERMISSION TO WORK IN RIGHT-OF-WAY each time you do any construction work in the right-of-way. To do any construction work in the right-of-way now or in the future, you will need a PERMISSION TO WORK IN RIGHT-OF-WAY covering the work you want to do. For example, this applies to all work to install, repair, remove and otherwise work on your improvements in the right-of-way at any time and for any reason, both before and after the permission given by this document terminates.

9. Improvement Standards. All improvements must meet City standards and the standards of the Maricopa Association of Governments. You must keep the improvements in good, safe, attractive, first rate condition at all times.

10. Hazardous Materials. You must not produce, dispose, transport, treat, use or store any hazardous waste or materials or toxic substance upon or about the right-of-way or any substance subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances"). You must not use the right-of-way in a manner inconsistent with regulations issued by the Arizona Department of Health Service, or in a manner that would require a permit or approval from the Arizona Department of Health Services or any other governmental agency. You must pay, indemnify, defend and hold the City and its employees, officials and other agents harmless against any loss or liability incurred by

reason of any Toxic Substance on or affecting the right-of-way attributable in any way to any activity pursuant to this document, and must immediately notify City of any Toxic Substance at any time discovered or existing upon the right-of-way.

11. Taxes. You are responsible for any and all taxes imposed on you or the City relating in any way to this document or your use of the right-of-way.

12. Liability. You are responsible for safety and lawfulness of all work done by anyone involving the improvements placed in the right-of-way pursuant to this document. This includes but is not limited to all work done under a PERMISSION TO WORK IN RIGHT-OF-WAY relating to this document. The risk of any and all injury or other harm to people or property in any way arising out of the improvements, any work involving the improvements or any legal claims relating to this document rests entirely on you. You must pay, indemnify, defend and hold the City harmless from any such harm the City may suffer, and from any claim of liability against the City for such harm to yourself, the City or others and any harm to any property. Your responsibilities under the preceding sentence also apply to City employees, officials and other agents.

13. Warranties. Your submitting this application to the City constitutes your representation and warranty to the City that:

13.1 You have proper authority to sign this document for the owner.

13.2 You are the owner or bona-fide authorized agent for the owner of the real property described on Exhibit "B" attached to this document that is the real property served by the improvement permitted by this document. The property must include the entire development project served by the improvement permitted by this document. Only the actual owner of the land or its bona-fide authorized agent may apply for this permission. Prior to the City signing this document, and prior to using right-of-way under this document, you must provide to the City a standard form of title insurance commitment meeting current City standards for evidence of title applicable to persons dedicating land to City.

13.3 All of the people who have or claim any interest in the land (including the owners of all interests required to be mentioned in the title commitment) have signed and notarized a copy of the CONSENT form on the back of this document and all of those CONSENT forms are stapled to this document before it is presented to the City for the City to sign. You are responsible to see that all of these people are correctly identified and have signed a consent form, whether or not they are listed on the title report. Without limitation, these people include:

13.3.1 Mortgage, deed of trust and other lien holders.

13.3.2 Option or purchase contract holders.

13.3.3 Tenants and subtenants.

13.3.4 All other people who have a right now or in the future, conditional or absolute, to occupy or possess the property.

13.4 You will maintain all insurance required by applicable provisions of the Scottsdale Revised Code. The insurance policies must be issued by a reputable and financially healthy company authorized to conduct insurance business in the State of Arizona. You are required to maintain the insurance as long as this document is in effect whether or not the City asks you to renew or obtain insurance. The City must be a named insured under the policies.

13.5 You are familiar with the requirements of this document, Scottsdale Revised Code Chapter 47, and other ordinances, laws and regulations that may affect your project.

13.6 All statements made in this document or in applying for it are true.

13.7 You agree on behalf of your contractors and subcontractors to comply with the requirements of this document.

14. Enforceability. All requirements and other provisions of this document (including but not limited to the indemnity provisions) are personal obligations of the applicant and are also restrictive covenants running with the land enforceable by the City against the applicant, applicant's real property, and all persons who have consented to this document and against all of their heirs, successors and assigns. Termination of the obligations shall be prospective only and shall not release any liability then existing. If you fail to live up to any promise or other part of this document, the City has the right to pay or do whatever the City deems reasonably necessary to solve the problem. The City will then bill you for all the City's costs of doing so. Any assignment by you of this document or your rights under this document is void unless the assignment is part of the sale or lien of your real property which is benefited by the improvements permitted by this document.

15. Ongoing Obligations. Expiration or other termination of permission does not terminate your obligations to the City under this document. Provided no event has occurred which would entitle City to indemnification or other protection under this document, your obligations to the City expire five years after you provide to the City a CERTIFICATE OF REMOVAL in a form acceptable to the City. Removal of your improvements requires a PERMISSION FOR WORK IN RIGHT-OF-WAY.

16. Miscellaneous. This document includes its exhibits. This document does not give you any exclusive rights. This document shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. This document constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements related thereto. This document does not waive or suspend any law, regulation or rule relating to your activities. This document does not create any partnership, joint venture or other relationship. This document is not specifically enforceable against City. All City reviews, inspections and approvals are solely for City's benefit.

17. Permission Granted. Subject to the requirements of this document, Scottsdale Revised Code (including Chapter 47), and other requirements of law, the City of Scottsdale grants permission to the owner for the improvements described above to exist in the right-of-way. No deletions, additions or other changes to City's standard form of this document or other related documents (including but not limited to required attachments) are effective against the City unless the changed document bears signatures by the Planning Customer Service Manager and the City Attorney approving the change.

CITY OF SCOTTSDALE, an Arizona municipal corporation

By: _____
Right of Way Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, Right of Way Manager, City of Scottsdale, an Arizona municipal
corporation.

My Commission Expires:

Notary Public

DEVELOPER
an Arizona limited liability company

By: _____, LLC
an Arizona limited liability company,

By: _____
Name/Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by _____, Manager of _____.

My Commission Expires:

Notary Public

Attachments:

Exhibit "A" showing plans for private improvements
Exhibit "B" Legal description for project
Exhibit "C" Title report

CONSENT

By: _____

I hereby consent to the PERMISSION FOR PRIVATE IMPROVEMENTS IN RIGHT-OF-WAY.
I agree that its terms are binding on me and my interests in the property it describes. If I am not the
named person or company, I warrant that I am a duly authorized agent for that person or company.

Signing for _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

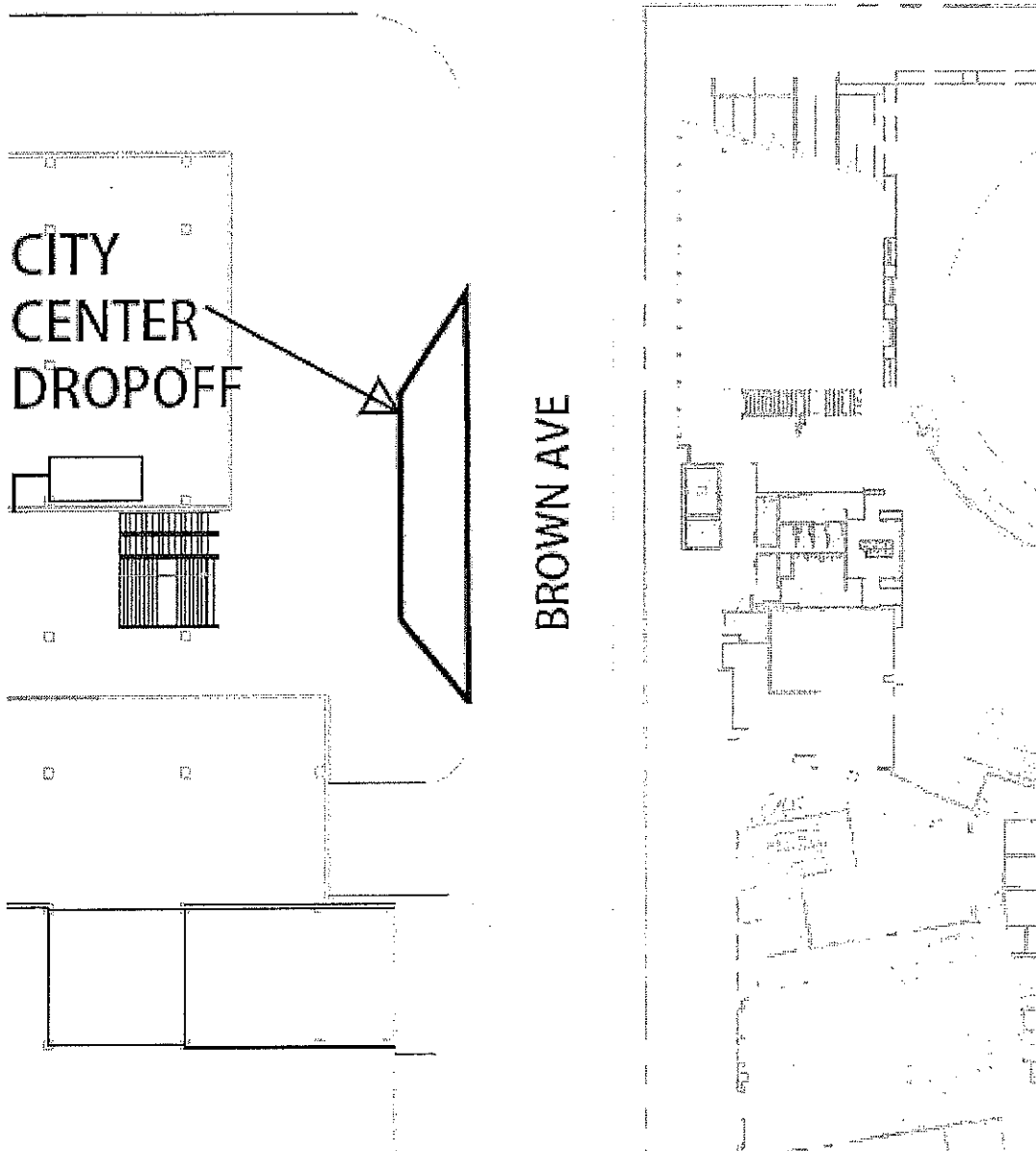
My Commission Expires:

Notary Public

EXHIBIT "G-2"

CITY CENTER RIDE SHARE SERVICES DROP OFF/PICK UP FACILITIES

SCOTTSDALE ROAD



MAYA HOTEL RIDE SHARE SERVICES DROP OFF/PICK UP FACILITIES

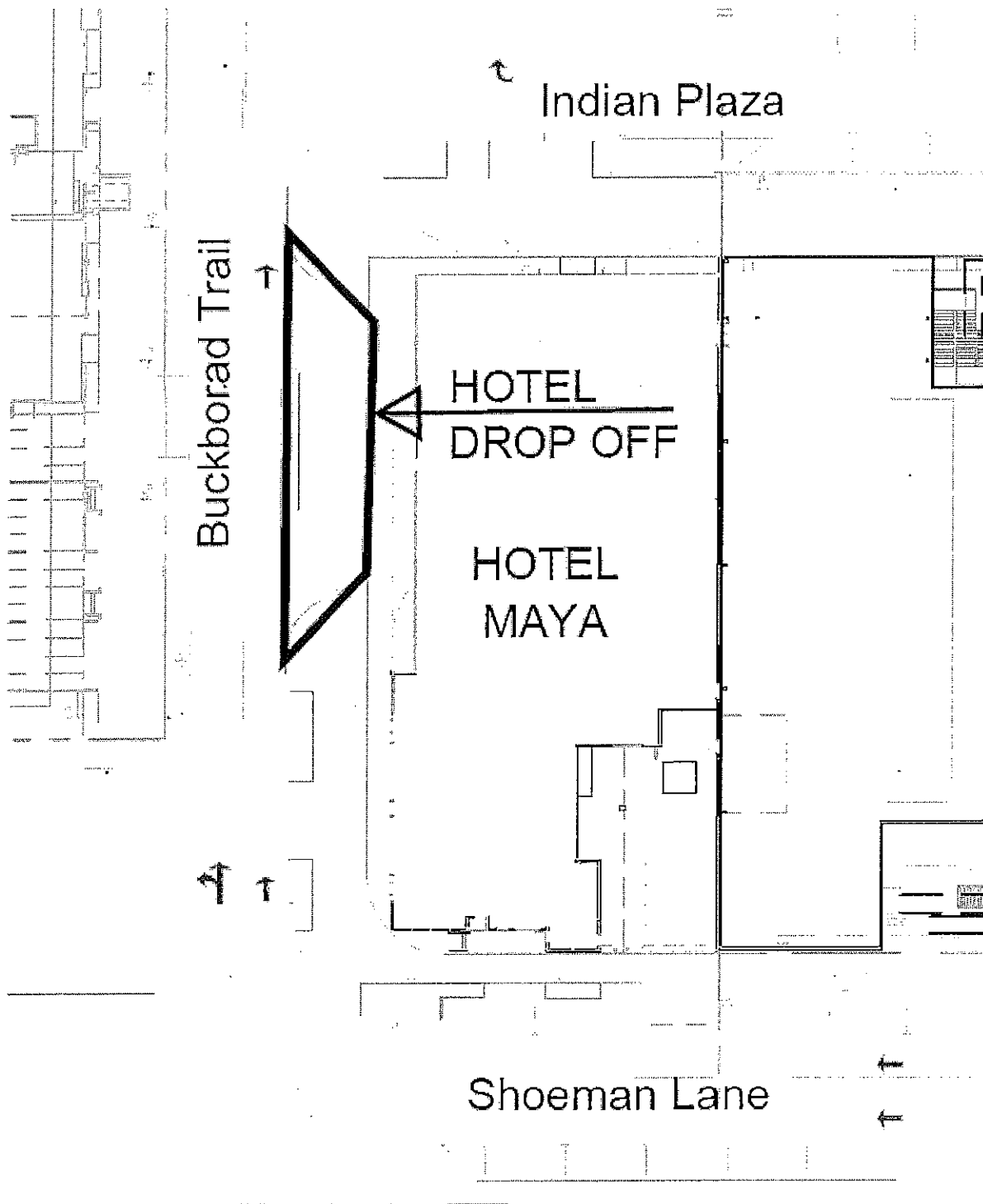


EXHIBIT "G-3"

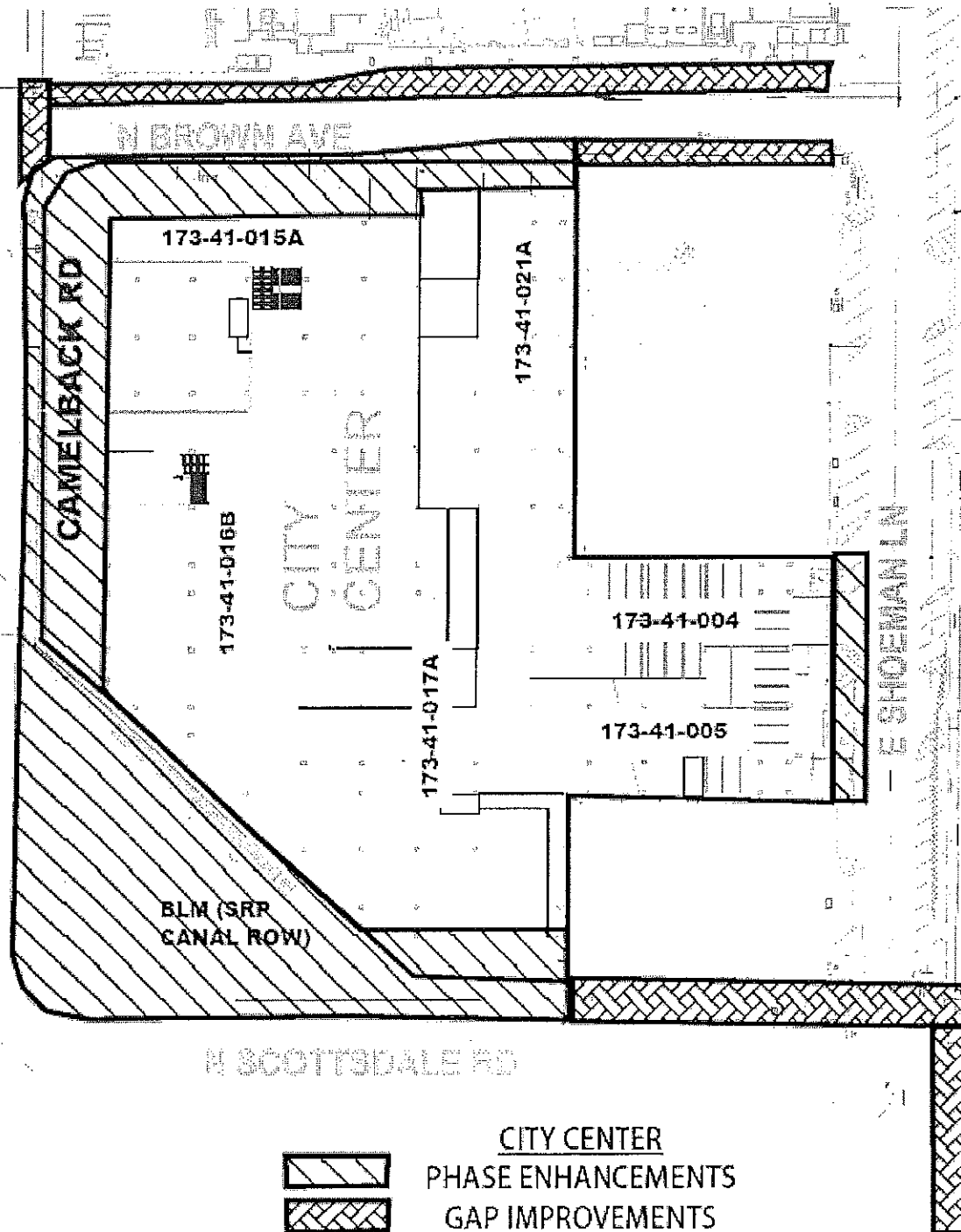
MAINTENANCE STANDARDS

Upon completion of the Hospitality District Enhancements that are constructed within the City's right-of-way and that comprise the Shade Enhancements, Landscape and Hardscape Enhancements, Lighting Enhancements, and Signage Enhancements (collectively, the "Right-of-Way Improvements"), the "Maintenance Standard" shall apply. The term "Maintenance Standard" shall mean the standards set forth below as applied to the Right-of-Way Improvements, but at a minimum shall require maintenance of the Right-of-Way Improvements at a level that is consistent with the standards for care, inspection, maintenance, operation, repair, repainting, and alteration standards applied by the owner of the Parcel with respect to the Hospitality District Enhancements constructed on the Parcel.

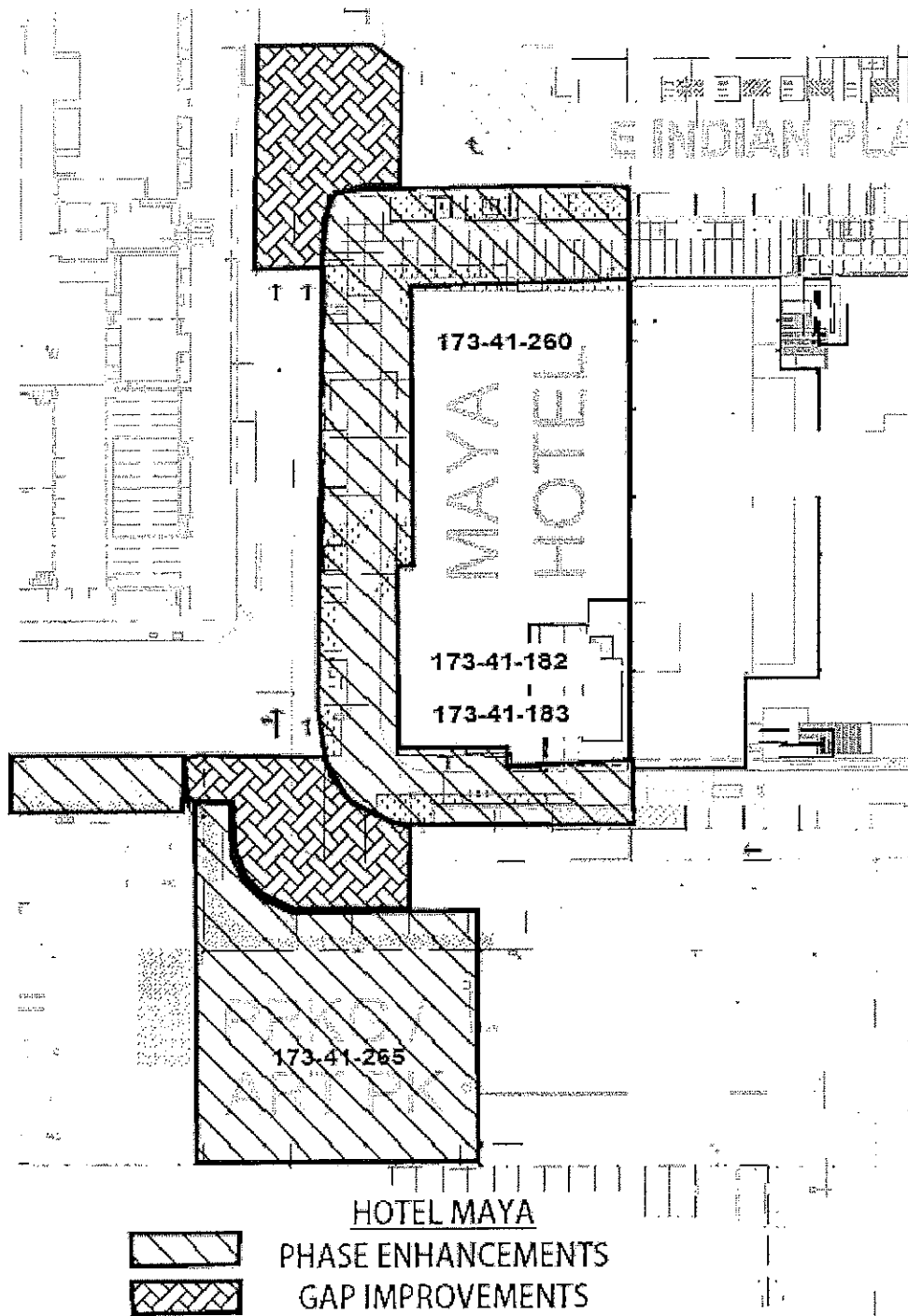
- A. Standards – The maintenance of Right-of-Way Improvements shall meet the minimum requirements of the City, per the Design Standards and Policies Manual and Article X of the City's Code. Specifically:
 - 1) Maintain any structure in a neat and clean appearance that will include but not be limited to removal of trash and debris, sweeping, maintaining access, paint and lighting.
 - 2) Repair if warranted to meet safety requirements.
 - 3) Maintain any vehicular maintenance path.
 - 4) Maintain any public trail.
 - 5) Maintenance will include but not be limited to removal of trash and debris, and maintaining the travel tread areas.
 - 6) Replacement of any part or element that is designed to require regular replacement.
- B. Landscaping and Hardscape Improvements
 - 1) Maintain both landscaping and hardscape improvements that will be constructed, which will include, but not be limited to removal of trash and debris, applicable best practices for pruning and trimming live plants, repairing pedestrian seating areas and retaining walls and lighting.
 - 2) Any stairs and paths adjoining pedestrian paths, stairs or walks on the adjoining development site shall be maintained in a safe and appropriate manner.
- C. Division of Maintenance & Reconstruction Obligations.
 - 1. From and until the one-year anniversary of completion of a Right-of-Way Improvement, the Parcel responsible for maintenance of the Right-of-Way Improvements shall be obligated to undertake any repair and replacement of any portion of such Right-of-Way Improvement that fails or is damaged.
 - 2. From and after the one-year anniversary of such completion, the Right-of-Way Improvements shall automatically be deemed to be gifted to the City and thereafter, the City shall be responsible for any capital expenditures and replacements with respect to such Right-of-Way Improvements, although the Parcel owner shall be responsible for any maintenance that is required in items A and B of this EXHIBIT "G-3."

EXHIBIT "G-4"

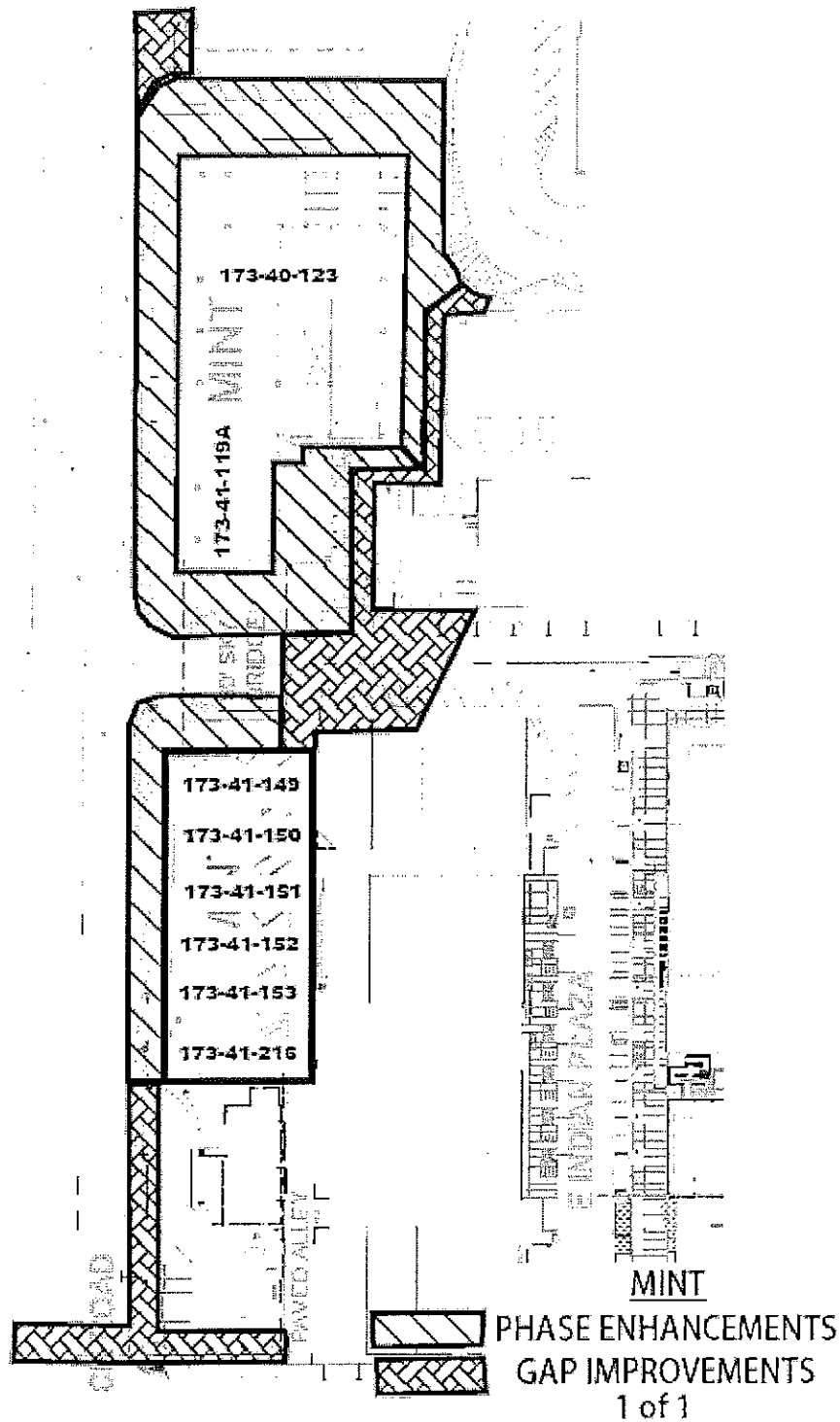
ENHANCEMENT & GAP IMPROVEMENTS CONSTRUCTION ALLOCATION

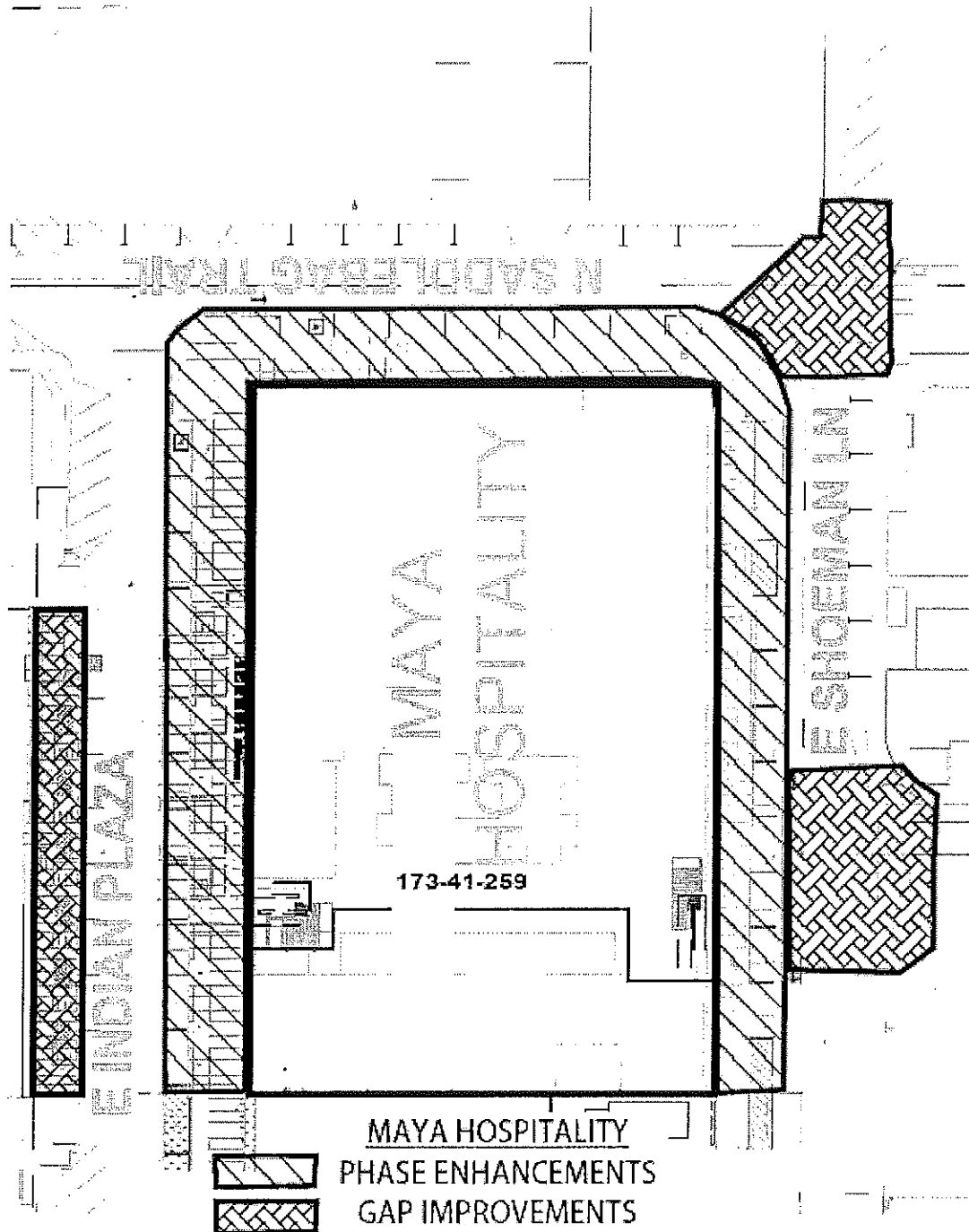


1 of 1

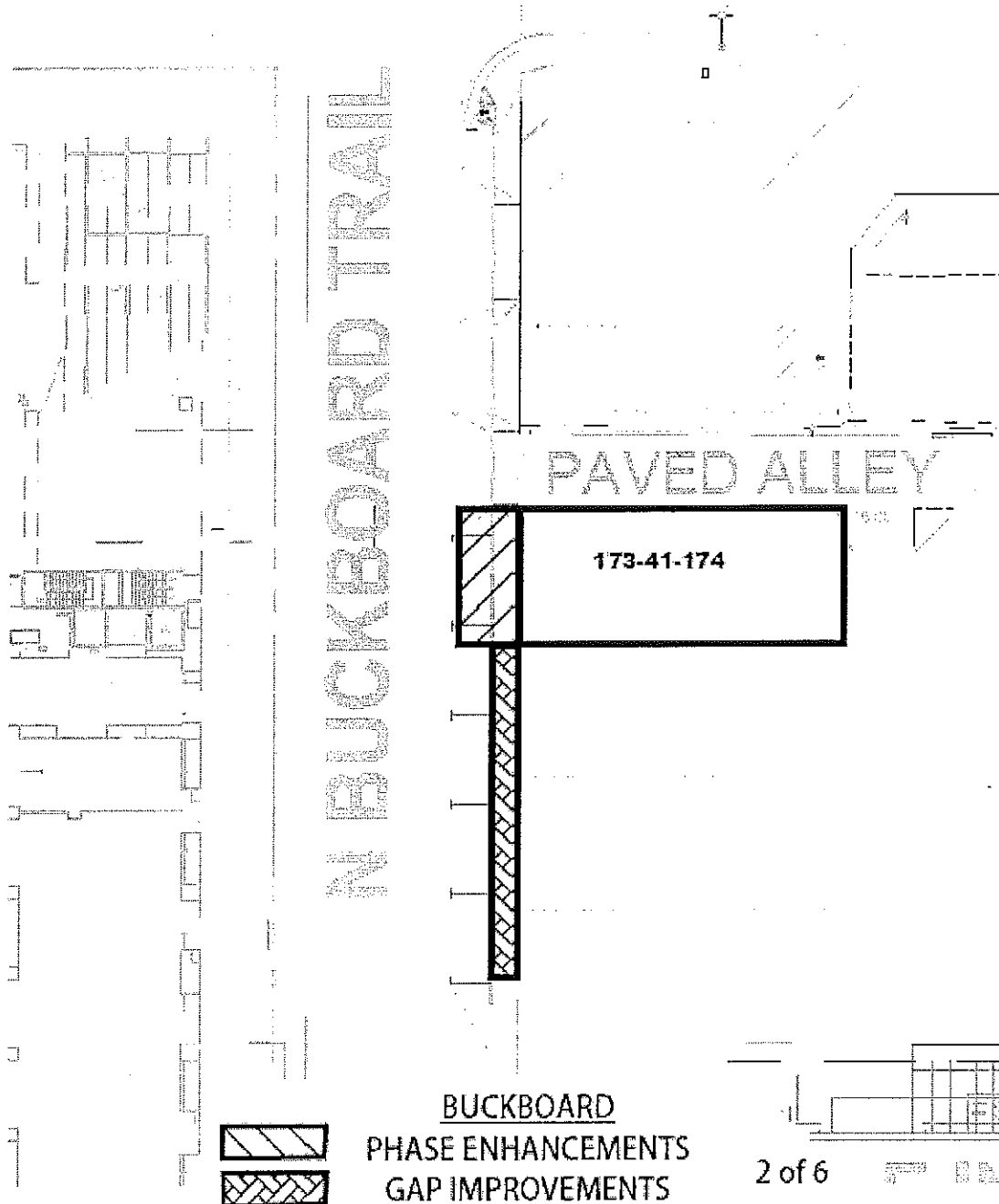


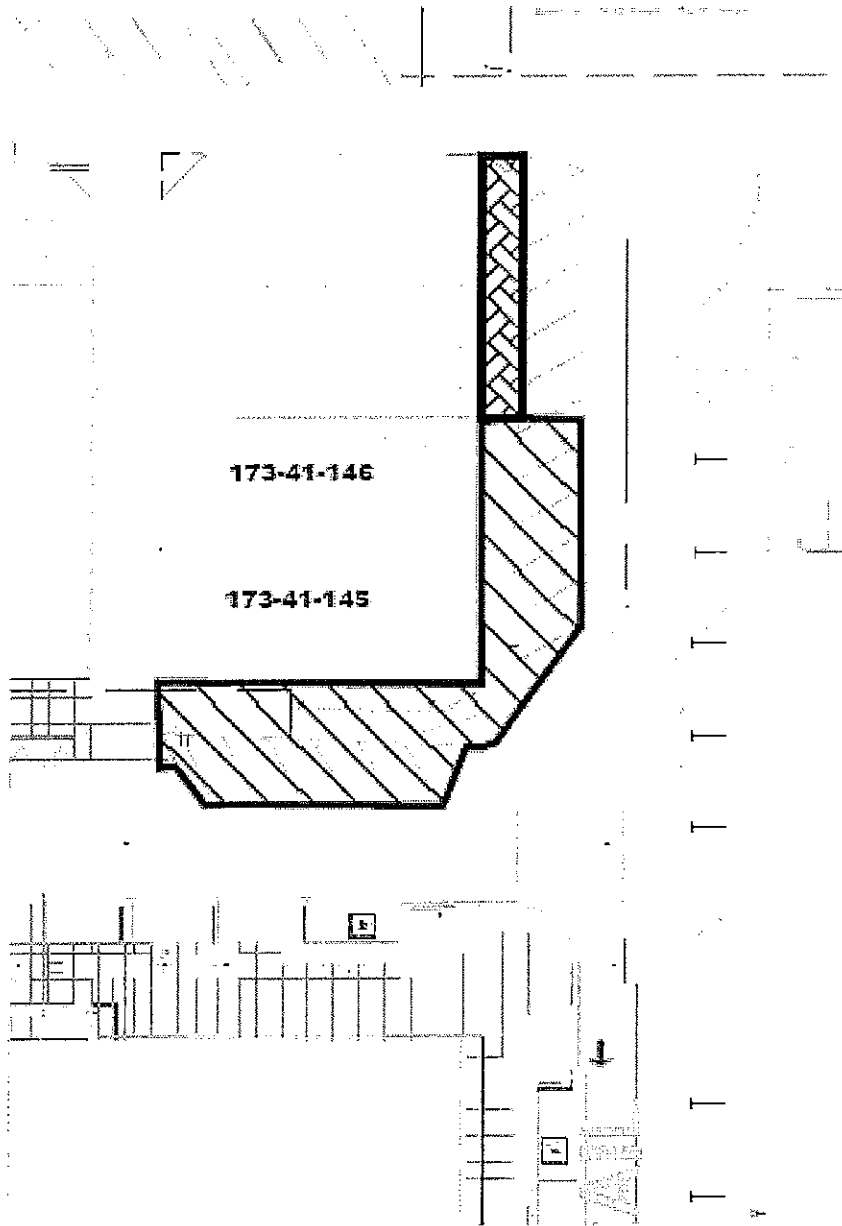
1 of 1





CAMELBACK ROAD





PRETTY PLEASE

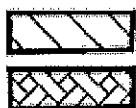
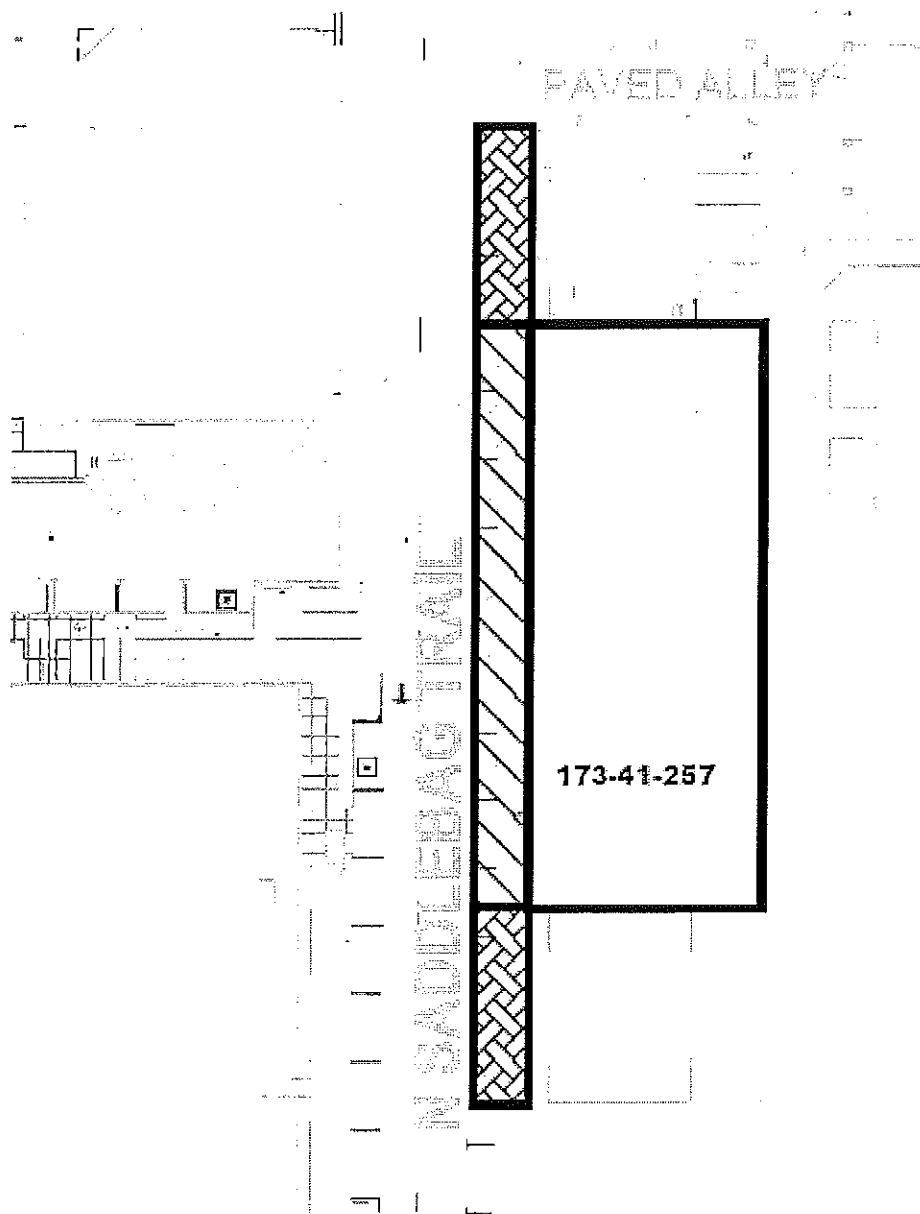


PHASE ENHANCEMENTS



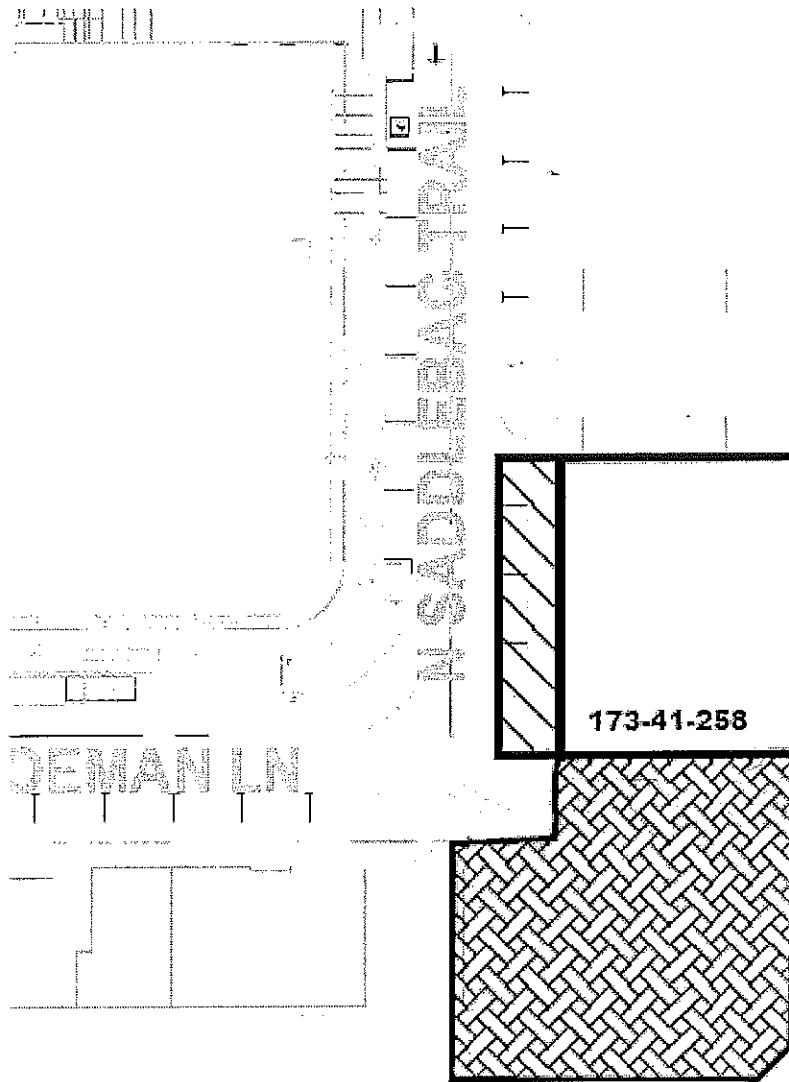
GAP IMPROVEMENTS

3 of 6



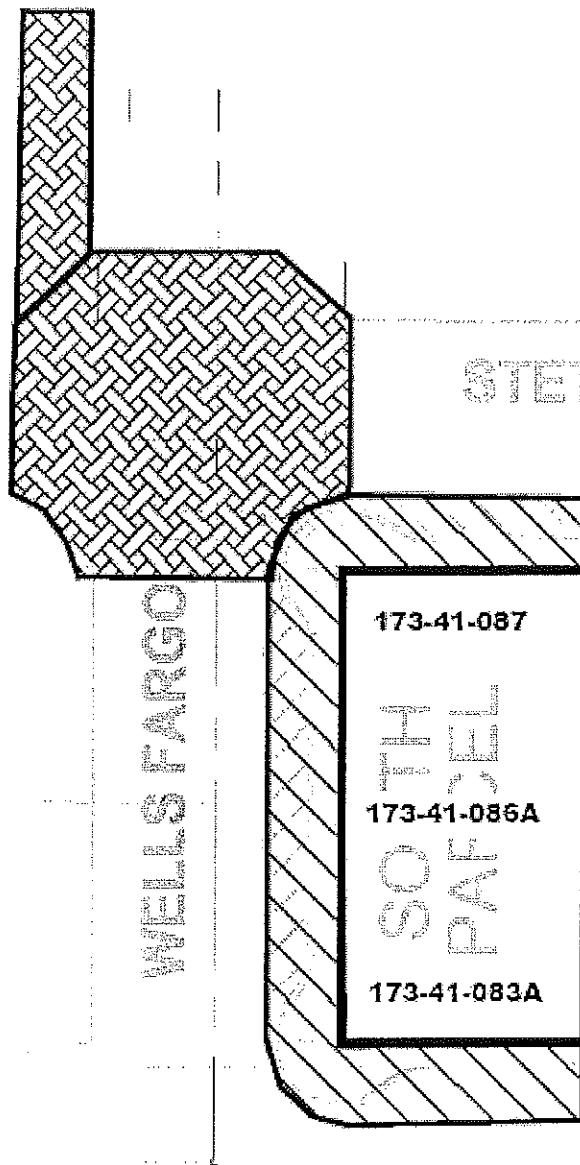
RIOT HOUSE
 PHASE ENHANCEMENTS
 GAP IMPROVEMENTS

4 of 6



INTERNATIONAL
PHASE ENHANCEMENTS
GAP IMPROVEMENTS

5 of 6

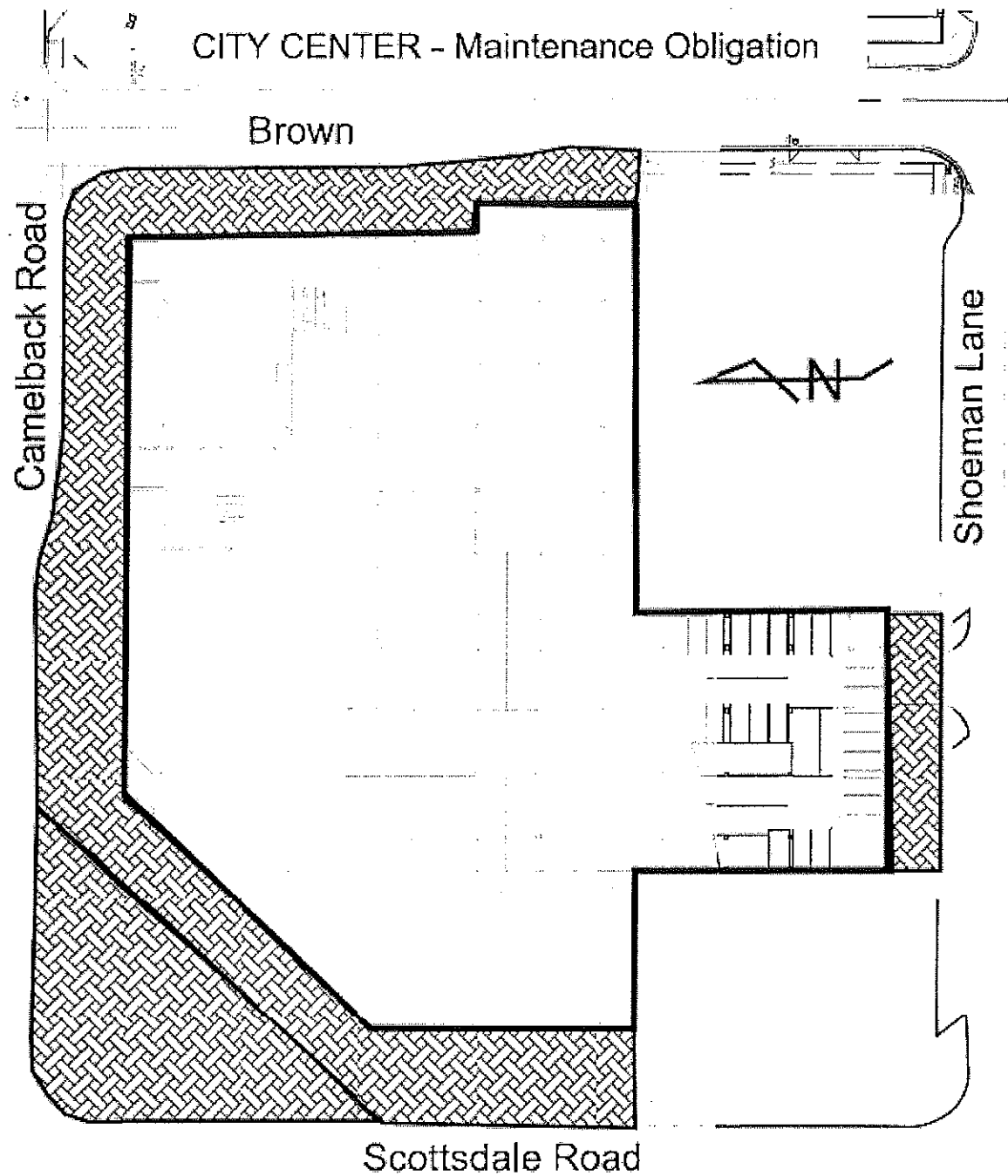


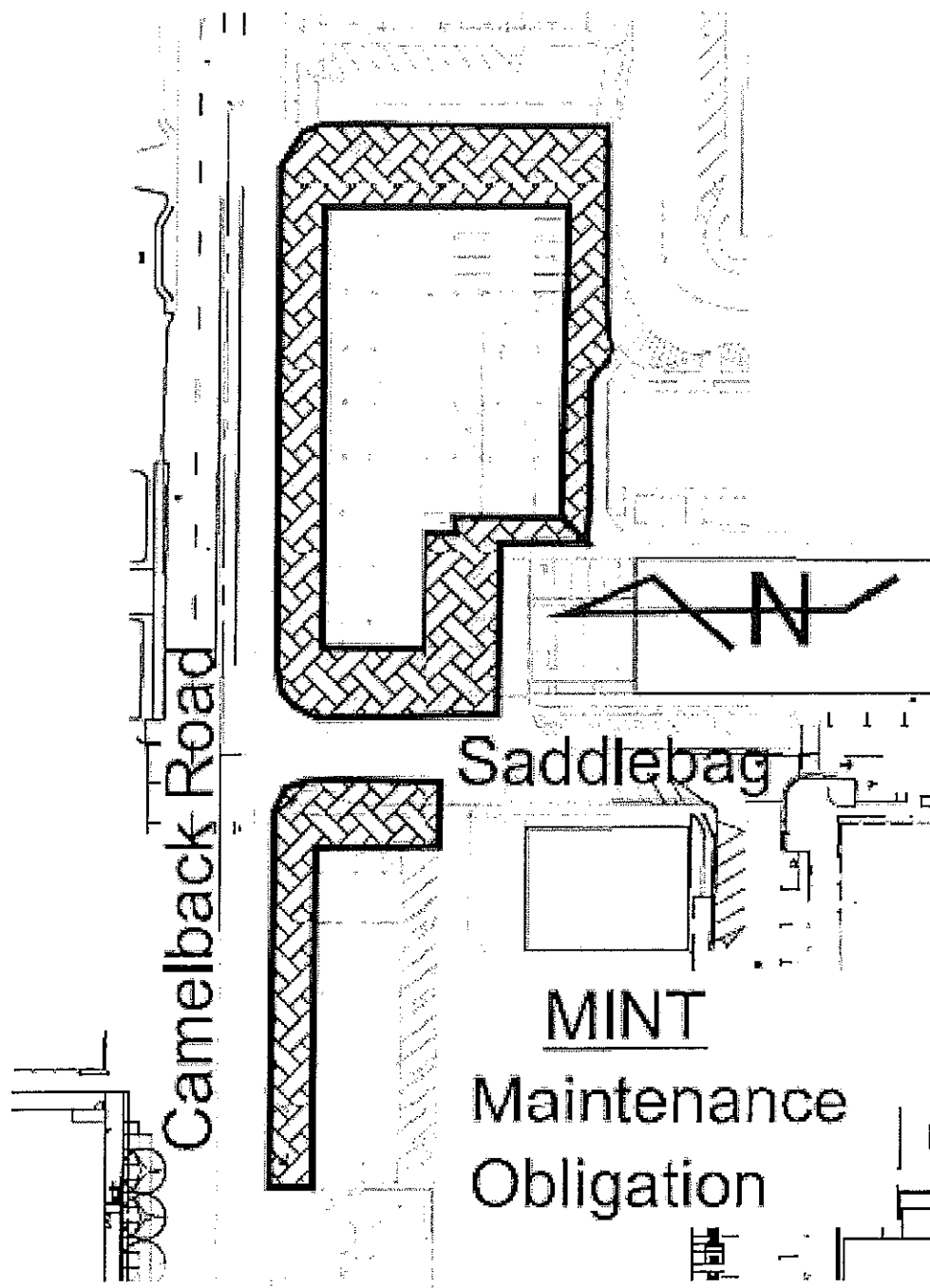
SOUTH PARCEL
PHASE ENHANCEMENTS
GAP IMPROVEMENTS

6 of 6

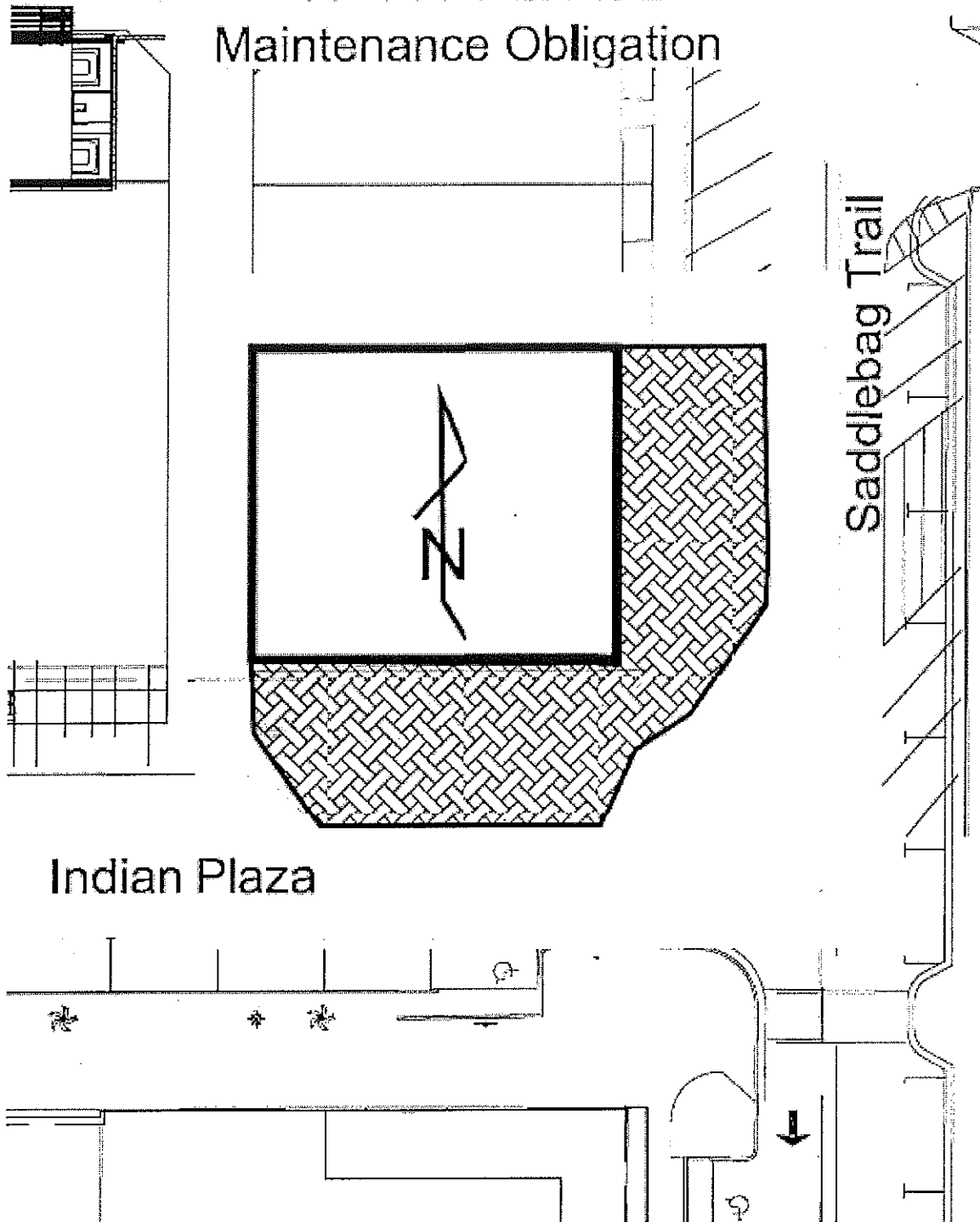
EXHIBIT "G-5"

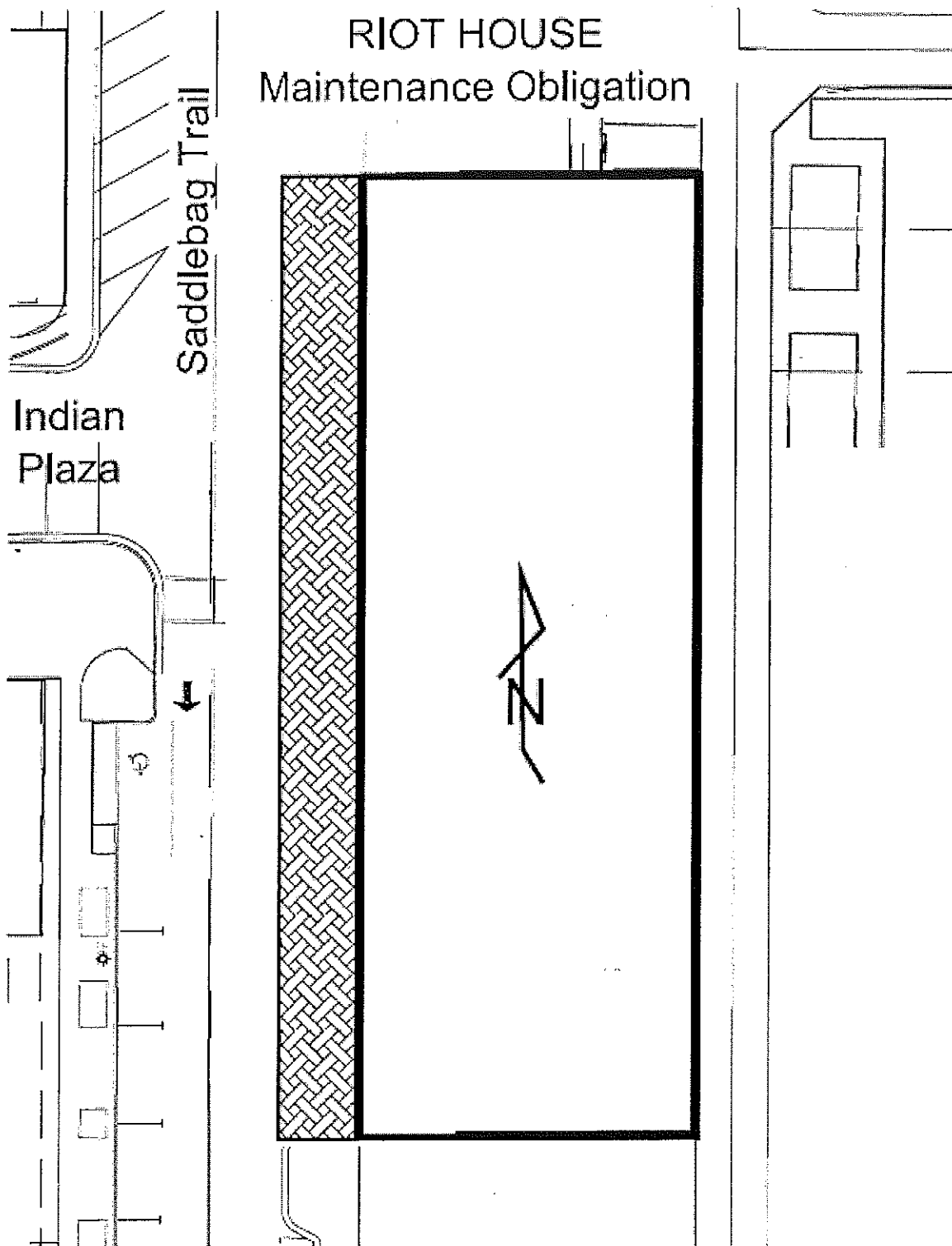
ENHANCEMENT MAINTENANCE ALLOCATION

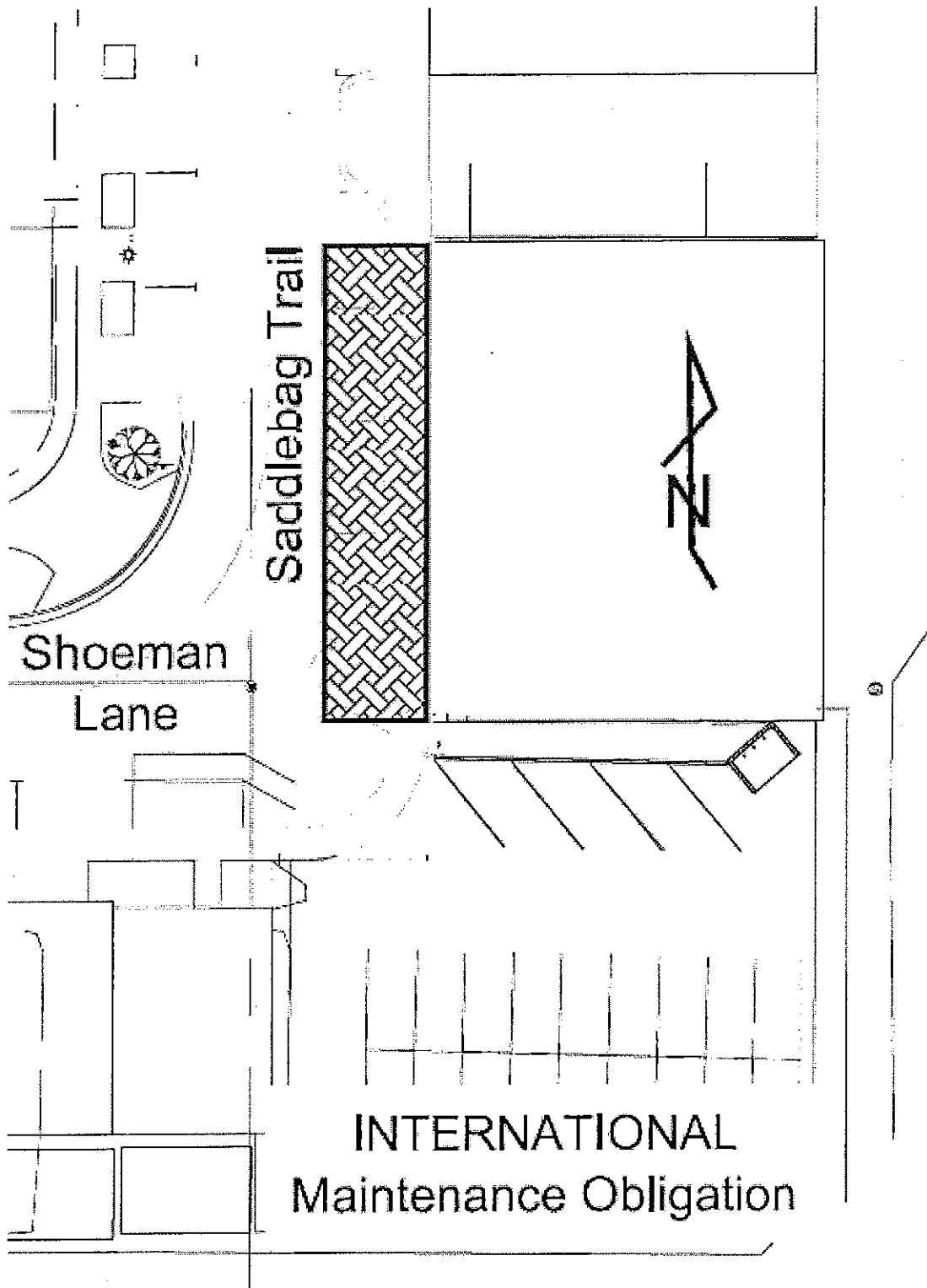


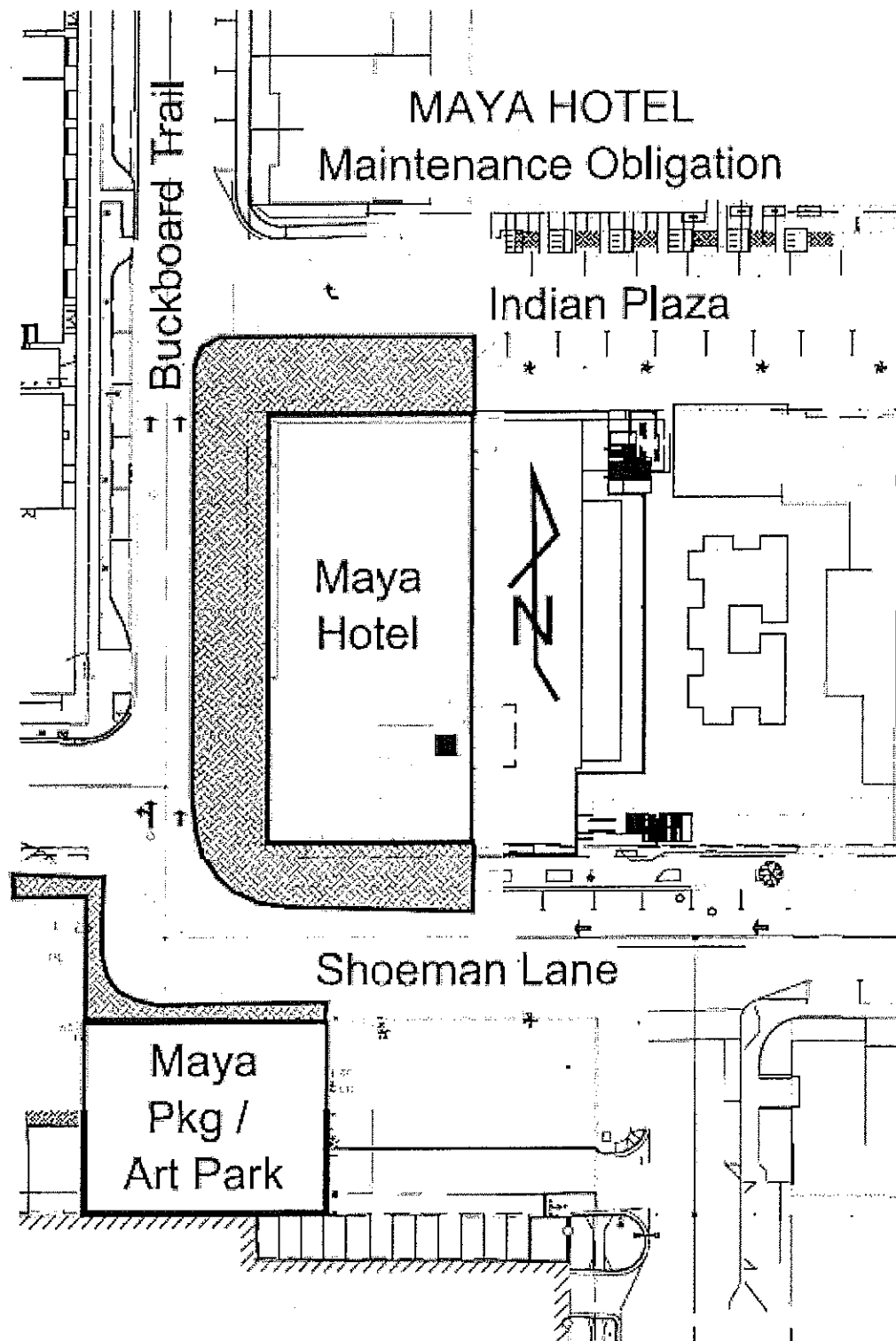


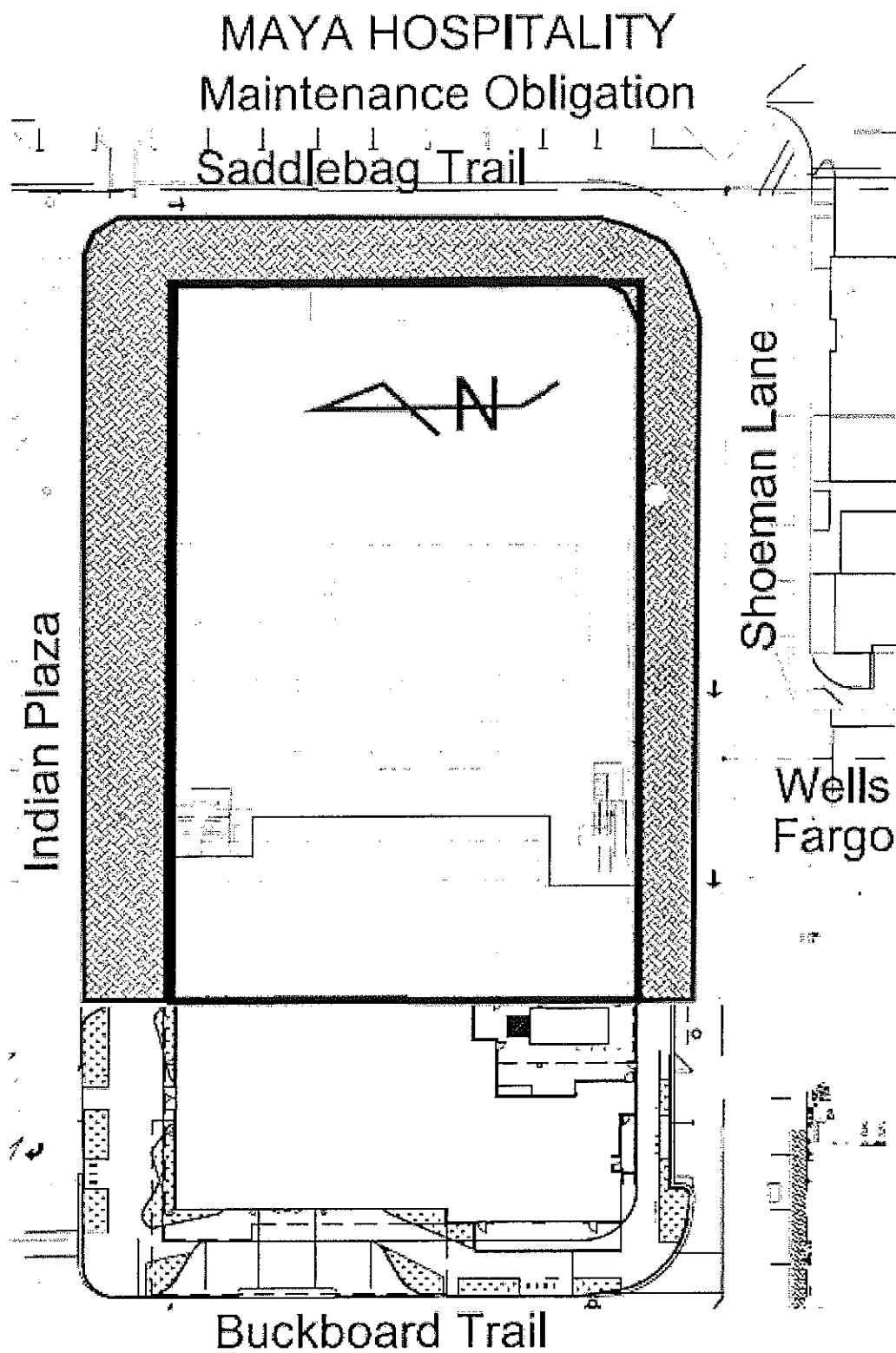
PRETTY PLEASE Maintenance Obligation

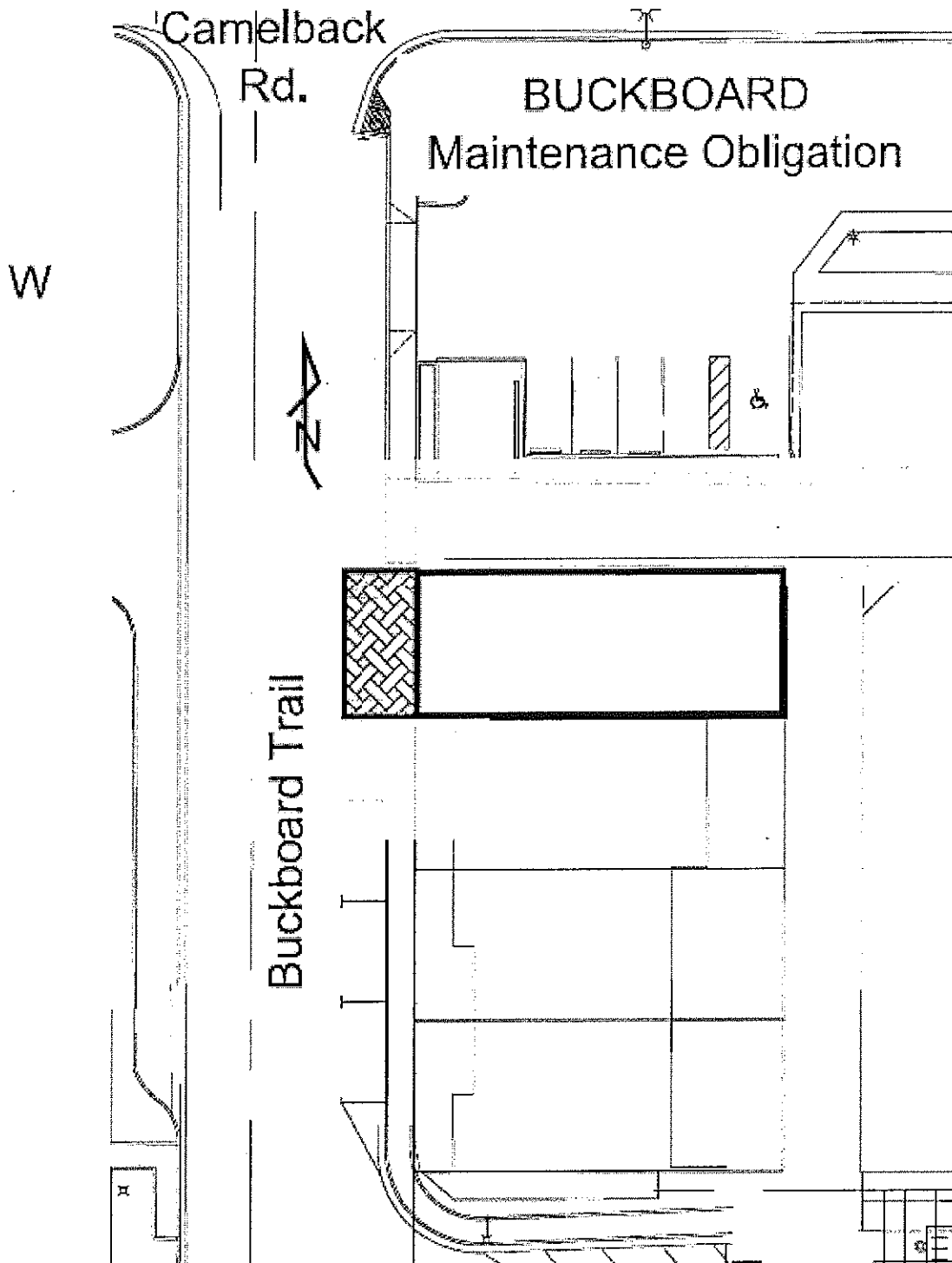












SOUTH PARCEL Maintenance Obligation

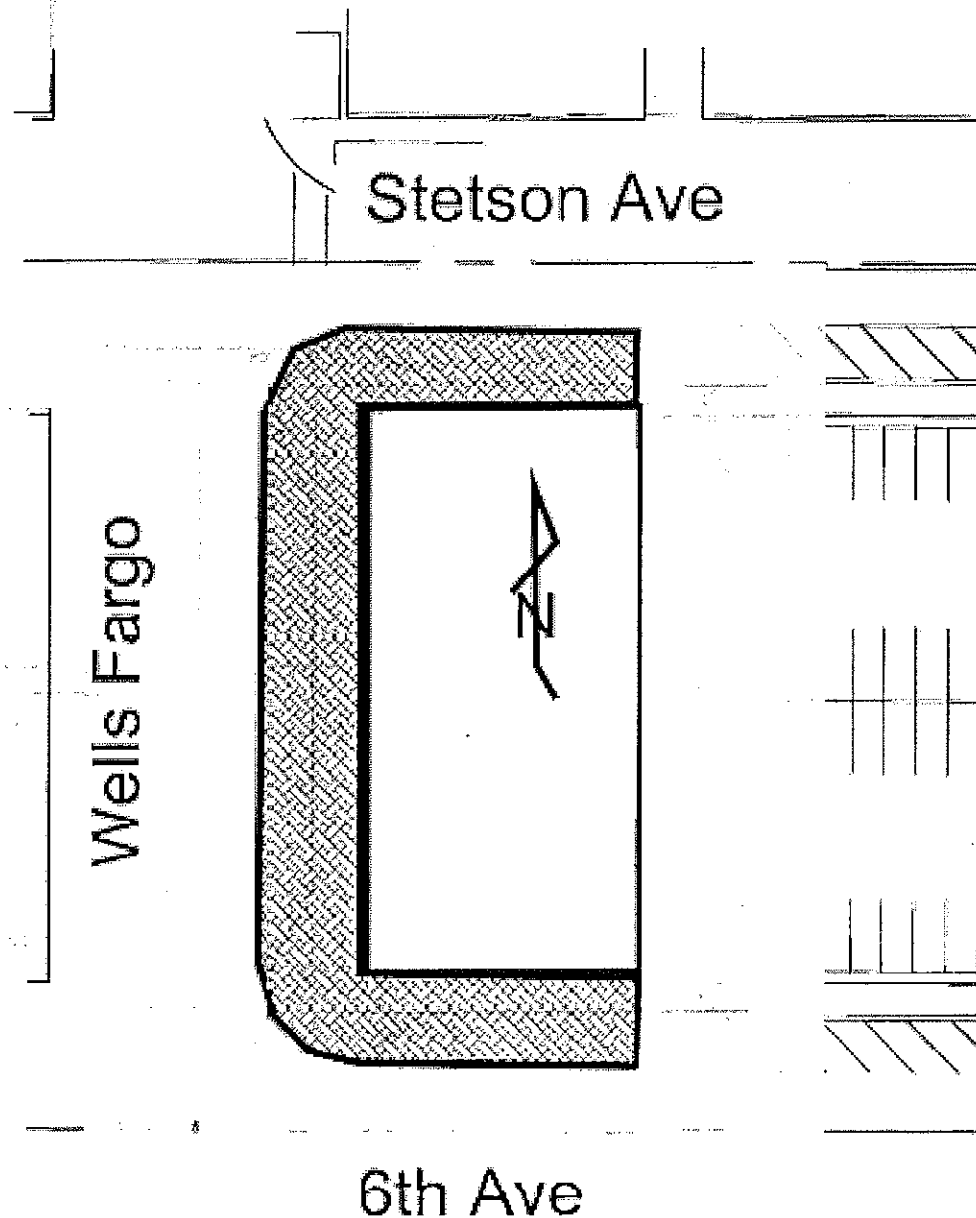


EXHIBIT "H"

SKYPARKE EASEMENT

WHEN RECORDED RETURN TO:

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

C.O.S. Contract No. 2020-194-COS
(Scottsdale Collection)

(Resolution No. 12008)

**SKYPARKE AIR RIGHTS
EASEMENT AGREEMENT**

THIS SKYPARKE AIR RIGHTS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into effective as of the ____ day of _____, 20__ ("Effective Date"), by and between by the City of Scottsdale, Arizona, an Arizona municipal corporation, ("Grantor") and Triyar Capital LLC/Baseline Acquisition, LLC, an Arizona limited liability company, ("Capital") Stockdale Galleria Land Owner, LLC, an Arizona limited liability company, ("Galleria Land") Equity Partners Group, LLC, an Arizona limited liability company, ("Equity") and Shoeman, LLC, Arizona limited liability company ("Shoeman"). Capital, Galleria Land, Equity and Shoeman collectively may be referred to as "Grantee." Grantor and Grantee are sometimes referred to in this Agreement collectively as the "Parties" or individually as a "Party".

RECITALS

A. Grantee owns certain real property located south of Camelback Road, on either side of Saddlebag Trail, in the City of Scottsdale more particularly described and depicted on the attached **Exhibit "A"** (the "Property"), which is incorporated in this Agreement by this reference.

B. Grantee intends to develop the Property by constructing a skyway and associated uses (the "Facility") as part of a larger project (the "Project") that is depicted in the development plan adopted by Resolution No. 11978, incorporated into Ordinance No. 4479, and incorporated into this Agreement by this reference (the "Development Plan").

C. In connection with Grantee's undertaking the Project, the Grantor and Grantee entered a Development Agreement dated December 2, 2020, and approved by the Grantor's Council by Resolution No. 12008 (the "Development Agreement"). Pursuant to the Development Agreement, Grantee may, in its sole and absolute discretion, construct certain improvements. In connection with the construction of the Facility, Grantee may design, construct, operate and maintain, in cooperation with the Grantor, a park-like plaza above the right-of-way for Saddlebag

Trail (the "SkyParke Plaza") associated with the Facility. In the Development Agreement, the Parties have agreed that, among other things, on the Effective Date the following will occur:

(1) Grantor will grant an easement to Grantee in the air rights over and across certain real property situated in Maricopa County, more particularly described on **Exhibit "B"** attached hereto owned by Grantor (the "Grantor Parcel") upon the terms and conditions set forth below.

(2) The air rights easement granted herein shall, except as otherwise agreed by Grantor and Grantee: (a) commence at a minimum of 16½ feet above finished grade level directly below the structure (b) terminate at a maximum of 46 feet above such finished grade level over Grantor Parcel, and (c) not exceed 60 feet in the north-south direction. Such easement is sometimes referred to in this Easement Agreement as "Easement Premises" or "Easement."

AGREEMENTS

In consideration of the mutual representations, promises, warranties, covenants and agreements contained below, the conveyance to be made under this Easement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and create for the benefit of Grantee, its employees, agents, guests, invitees, heirs, successors and assigns a non-exclusive easement in the air rights over and across Grantor Parcel for the purpose of constructing, erecting, maintaining, repairing and using a building forming a skyway ("Skyway") over Grantor Parcel, together with the right to place permanent support monuments or pillars on Grantor Parcel at locations reasonably approved by Grantor ("Skyway Easement").

Grantor hereby reserves the right to (a) approve the size and location of the support monuments in the Easement Premises in its reasonable discretion, and (b) place traffic control, directional, street and similar identification signs within the Easement Premises as Grantor deems reasonably necessary, provided that the placement of such identification signs does not unreasonably interfere with the construction, maintenance and repair of the Skyway.

2. Use and Enjoyment of Easement Premises. Grantee for itself, and its permitted successors and assigns, covenants with Grantor, its successors and assigns, that Grantee shall utilize the Easement Premises in such a manner so that the use and operation of the Easement Premises shall not unreasonably hinder, prevent or otherwise preclude Grantor from using or enjoying the remainder of Grantor Parcel. Notwithstanding the foregoing, Grantor agrees that no buildings, structures, fences, trees or other objects or improvements shall be constructed, placed upon or utilized, over or under the Easement Premises, now or hereafter in a manner that is materially inconsistent with, or which materially interferes with or materially obstructs, the use of the Easement Premises (or the improvements thereon) by the Grantee.

3. Maintenance and Repair of the Easement Premises. Grantee shall at all times from and after the construction of the Skyway keep and maintain the Easement, the Skyway and all improvements or personalty placed thereon in a good state of repair and any and all costs and

expenses incurred in connection with the construction, maintenance, repair, restoration or replacement of the Easement and Skyway, together with all improvements and personalty thereon, shall be the sole responsibility of Grantee.

4. Grantee Indemnity Obligation. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all losses, costs and expenses (including reasonable attorneys' fees) that are caused by any negligent acts, errors or omissions of Grantee or its agents, employees, contractors, sub-contractors, representatives or delegates, except for any such loss, cost or expense caused by Grantor's own negligence or misconduct. Such indemnity obligation shall survive a termination of Grantee's rights under this Easement Agreement.

5. Grantor Indemnity Obligation. Grantor shall indemnify, defend and hold Grantee harmless from and against any and all losses, costs and expenses (including reasonable attorneys' fees) that are caused by any negligent acts, errors or omissions of Grantor or its agents, employees, contractors, sub-contractors, representatives or delegates, except for any such loss, cost or expense caused by Grantee's own negligence or misconduct. Such indemnity obligation shall survive a termination of Grantee's other rights under this Easement Agreement.

6. Attorneys' Fees. If a Party initiates suit against any other Party as a result of any alleged breach or failure of the other to fulfill or perform an covenants or obligations to be performed by it under this Easement Agreement, or for declaratory relief seeking any determination of such other Party's rights or obligations hereunder, then in such event, the prevailing Party in such action shall, in addition to any other relief granted or awarded by the Court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof, at both trial and appellate levels.

7. Entire Agreement. This Easement Agreement and the Development Agreement contain the entire agreement and understanding of Grantor and Grantee with respect to the Grantor Parcel and supersede all prior agreements and understandings, as to the subject matter hereof. This Easement Agreement shall not be modified, superseded or revoked, except by an agreement in writing duly executed and delivered by the Parties hereto.

8. Termination of Easement. This Easement Agreement and the Easement granted herein may be terminated and/or acquired by Grantor in accordance with the terms of the Development Agreement of even date herewith. If the right, privilege and Easement herein granted is abandoned and permanently ceases to be used for the purposes herein granted all rights herein granted shall cease and revert to the Grantor, its heirs or assigns.

9. Release of Easement. Grantee or Grantee's successors and assigns may terminate this Easement Agreement by recording a release in recordable form at the Office of the Recorder of Maricopa County, Arizona, whereupon all rights, duties and liabilities hereby created shall terminate.

10. Non-Disturbance. Grantor, its successors and assigns, shall not encumber or take any action to cause the Easement Premises to be encumbered with a lien or encumbrance superior or prior to Grantee's rights pursuant to this Easement Agreement. If at the present time, or at any time or times, the Easement Premises, or any part thereof, is or becomes encumbered by a lien or

encumbrance superior or prior to Grantee's rights pursuant to this Easement Agreement, then Grantor, its successors or assigns, shall take all action necessary to remove and discharge such prior lien or encumbrance from the Easement Premises.

11. Running of Benefits and Easement. The provisions of this Easement Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the tenants, heirs, assigns, successors and personal representatives of the Parties.

12. No Waiver. The waiver by one Party of the performance or observance of any covenant or condition to be performed or observed by the other hereunder shall not invalidate this Easement Agreement, nor constitute a waiver by such Party of any other covenant or condition to be performed or observed by the other hereunder.

13. Non-liability of Grantor Officials and Partners of Grantee. No official, representative, agent, attorney or employee of Grantor shall be personally liable to Grantee, or to any successor in interest to Grantee, in the event of any default or breach by Grantor or for any amount that may become due to Grantee or its successors, or with respect to any obligation of Grantor under the terms of this Easement Agreement. Notwithstanding anything contained in this Easement Agreement to the contrary, the liability of Grantee under this Easement Agreement shall be limited solely to the assets of Grantee and shall not extend to or be enforceable against: (i) individual assets of any of the individuals who are shareholders, officers or directors of Grantee; (ii) the constituent partners of Grantee; or (iii) officers of Grantee.

14. Further Assurances. Each Party agrees to perform such further acts and to execute and deliver such additional agreements, documents, acknowledgements and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the transactions contemplated by this Easement Agreement.

15. Construction. This Easement Agreement shall be construed in accordance with the laws of the State of Arizona. The rule of strict construction shall not apply to this Easement Agreement. This Easement Agreement shall be given a reasonable construction so that the intention of the Parties to confer a usable right of enjoyment upon the Grantee is implemented.

DATED the day and year first above written,

GRANTOR:

CITY OF SCOTTSDALE, an Arizona municipal corporation

By: _____,
_____, City Manager

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney

George Woods
Risk Management Director

STATE OF ARIZONA)
 ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, the Manager of the City of Scottsdale, an Arizona municipal corporation.

Notary Public

My Commission Expires:

GRANTEE:

Triyar Capital LLC/Baseline
Acquisition, LLC
an Arizona limited liability company

By: _____, LLC
an Arizona limited liability company,

By: _____
Name/Title: _____

Stockdale Galleria Land Owner, LLC
an Arizona limited liability company

By: _____, LLC
an Arizona limited liability company

By: _____
Name/Title: _____

Equity Partners Group, LLC
an Arizona limited liability company

By: _____, LLC
an Arizona limited liability company

By: _____
Name/Title: _____

Shoeman, LLC
Arizona limited liability company

By: _____, LLC
an Arizona limited liability company

By: _____
Name/Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2020, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

EXHIBIT "A"
GRANTEE PROPERTY

EXHIBIT "B"
GRANTOR PARCEL

EXHIBIT "I"

The following Hospitality District Enhancements, associated with the Trigger Parcels as set forth below, are deemed to be "special public improvements" for purposes of this Agreement. Further, these Hospitality District Enhancements, by virtue of the determination pursuant to the Enhancement Review Process, provide community benefits that are proportional to any reimbursement amount from the Bonus Payment Amount, ameliorate adverse impacts caused by development within the Hospitality District, and are associated with the unique Hospitality District Project, which provides significant public enhancement, meeting the goals and policies of the General Plan and the associated Character Area Plan.

City Center:

- Enhanced walkway at Scottsdale & Camelback Roads
- SRP Water Plaza Enhancements
- Mid-Block Pedestrian Crossing on Scottsdale Road (with Pedestrian Signal) at Shoeman Lane
- Enhanced Pedestrian Node at Scottsdale Road and Goldwater.
- Hospitality District Monument on Shoeman Lane
- Public Plaza / Open Space
- Enhanced paving in plaza, streetscapes, roadway crosswalks and intersections
- Custom or specialty furnishings in plaza and streetscapes
- Specialty Lighting in plaza and streetscapes
- Permanent public art installation in plaza
- Upgraded tree sizes
- Enhanced and specialty planting program
- Enhanced site features such as tree grates, trash receptacles, charging stations
- Water feature in public plaza
- Permanent public art installations along Scottsdale Road and/or Camelback Road
- Permanent public art installations on parking garage facades

Hotel Maya:

- Shoeman Lane Pedestrian Node
- Indian Plaza Courtyard
- Enhanced Pedestrian Crossing at Camelback Road at Buckboard
- Enhanced paving in streetscapes, art park, roadway crosswalks and intersections
- Custom or specialty furnishings in streetscapes
- Specialty Lighting in streetscapes
- Upgraded tree sizes
- Enhanced and specialty planting program
- Enhanced site features such as tree grates, trash receptacles, charging stations
- Permanent public art installations along perimeter streetscapes
- Permanent public art installations in art park

Mint:

- Saddlebag Pedestrian Node
- Hospitality District Monument on Saddlebag
- Saddlebag Pedestrian Crosswalk
- Enhanced paving in streetscapes, roadway crosswalks and intersections
- Custom or specialty furnishings in streetscapes
- Specialty Lighting in streetscapes
- Upgraded tree sizes
- Enhanced and specialty planting program
- Enhanced site features such as tree grates, trash receptacles, charging stations
- Permanent public art installations along Camelback Road and perimeter streetscapes
- Permanent public art installations on parking garage facades

Maya Hospitality:

- Enhanced Pedestrian Connection on Shoeman Lane
- Enhanced Pedestrian Connection on Wells Fargo
- Pedestrian Node at Stetson and Wells Fargo
- Enhanced paving in streetscapes, roadway crosswalks and intersections
- Custom or specialty furnishings in streetscapes
- Specialty Lighting in streetscapes
- Upgraded tree sizes
- Enhanced and specialty planting program
- Enhanced site features such as tree grates, trash receptacles, charging stations
- Permanent public art installations along perimeter streetscapes

EXHIBIT "J"

CHANGE OF ADDRESS FORM

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. 2020-194-COS
(Scottsdale Collection)
(Resolution No. 12008)

ADDRESS CHANGE NOTICE

The undersigned authorized party under that certain Development Agreement between City of Scottsdale, an Arizona municipal corporation ("City"), and Triyar Capital LLC/Baseline Acquisition, LLC, an Arizona limited liability company, Stockdale Galleria Land Owner, LLC, an Arizona limited liability company, Stockdale Galleria Project Owner, LLC, an Arizona limited liability company, Equity Partners Group, LLC, an Arizona limited liability company, and 7277 Scottsdale Hotel, LLC, Arizona limited liability company, City of Scottsdale Contract No. 2020-XXX-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 this form 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 _____,
20__, by _____, _____ of a _____.

My Commission Expires: _____
Notary Public

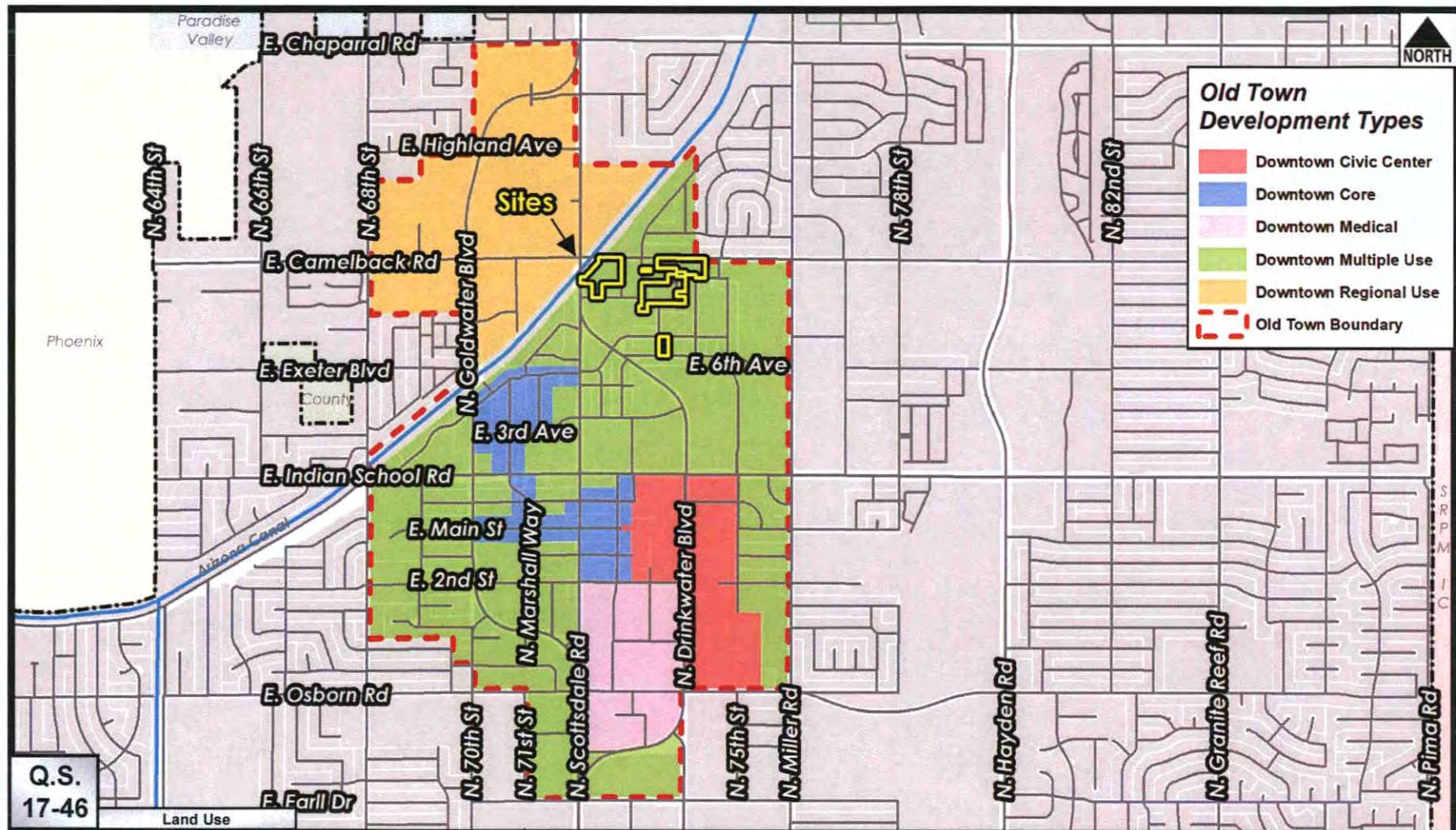
Additional Information for:
The Scottsdale Collection
Case: 9-ZN-2020

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. Height and massing at Old Town boundary,
 - b. pedestrian circulation and connectivity through the project,
 - c. building design at the pedestrian level,
 - d. sidewalk widths,
 - e. design of City Center public plaza,
 - f. contextual compatibility to parcels not included in the Development Plan,
 - g. wall design,
 - h. the type, height, design, and intensity of proposed lighting on the site, to ensure that it is compatible with the adjacent use,
 - i. 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), and
 - j. 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. **EASEMENTS DEDICATED BY PLAT.** The owner shall dedicate to the city on the final plat, all easements necessary to serve the site, in conformance with the Scottsdale Revised Code and the Design Standards and Policies Manual.
5. **EASEMENTS CONVEYED BY SEPARATE INSTRUMENT.** Prior to issuance of any building permit for the development project, each easement conveyed to the city separate from a final plat shall be

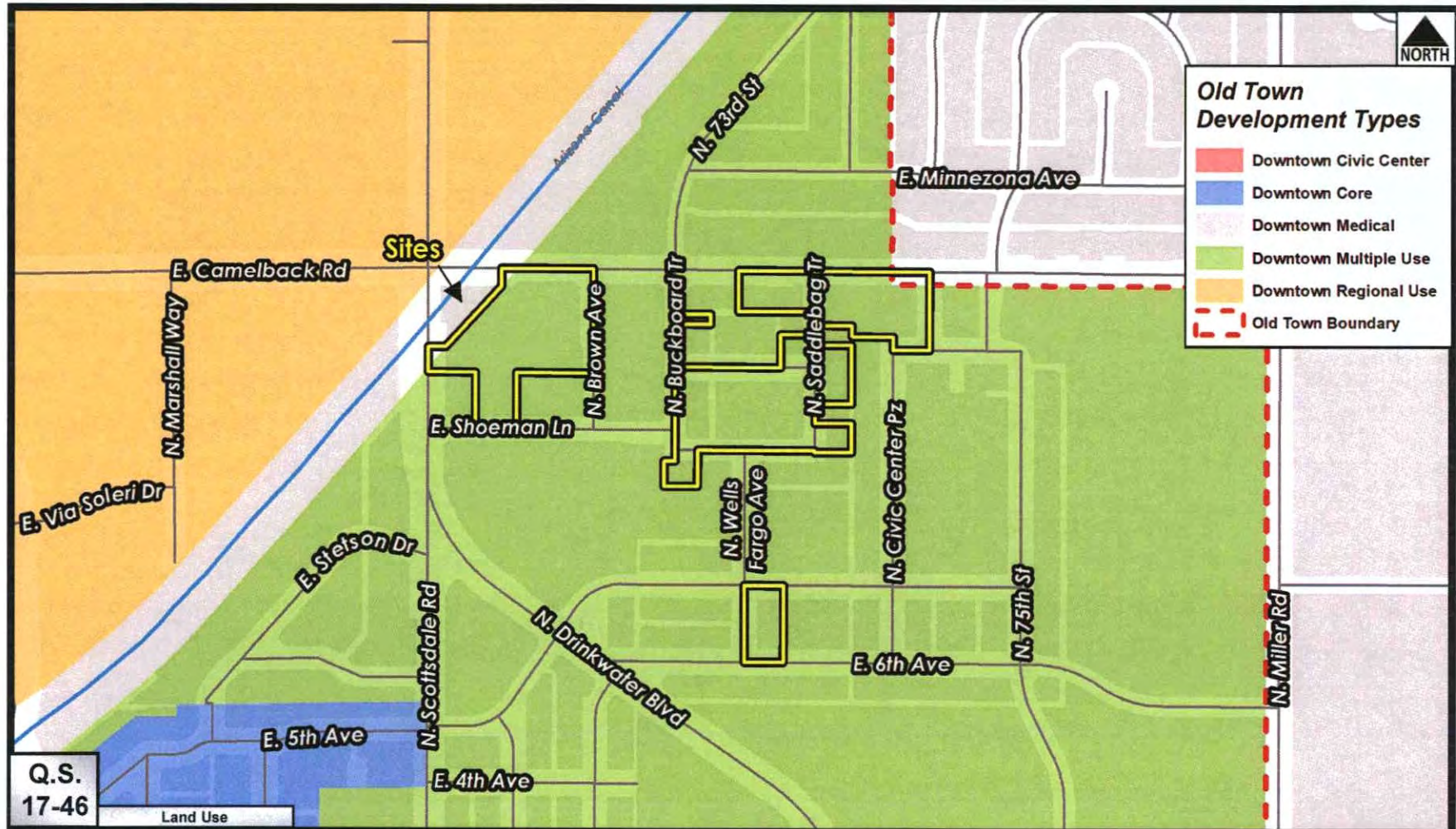
conveyed by an instrument or map of dedication subject to city staff approval, and accompanied by a title policy in favor of the City, in conformance with the Design Standards and Policies Manual.

6. FEES. The construction of water and sewer facilities necessary to serve the site shall not be in-lieu of those fees that are applicable at the time building permits are granted. Fees shall include, but not be limited to the water development fee, water resources development fee, water recharge fee, sewer development fee or development tax, water replenishment district charge, pump tax, or any other water, sewer, or effluent fee.



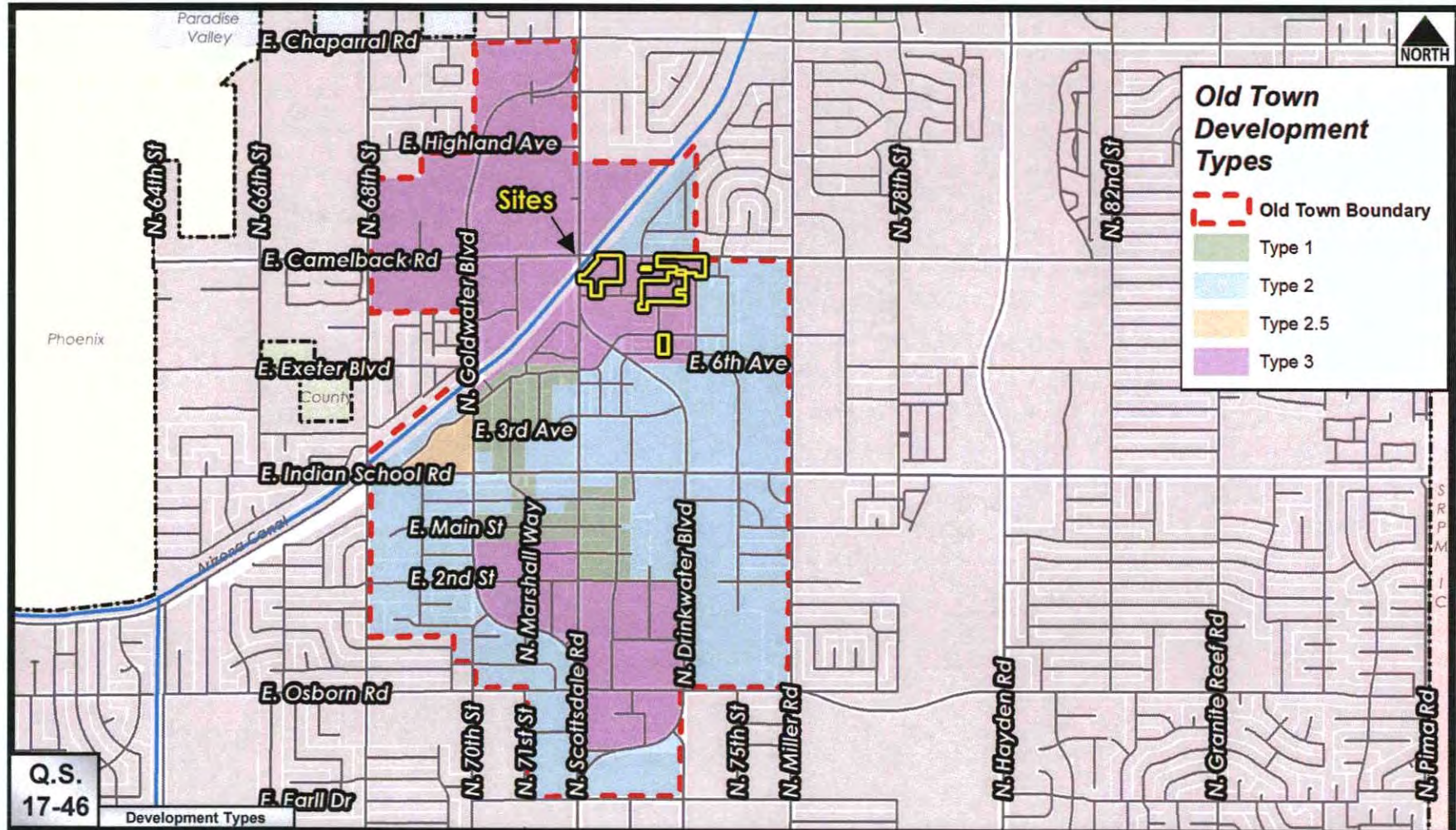
Old Town Land Use

3-GP-2019



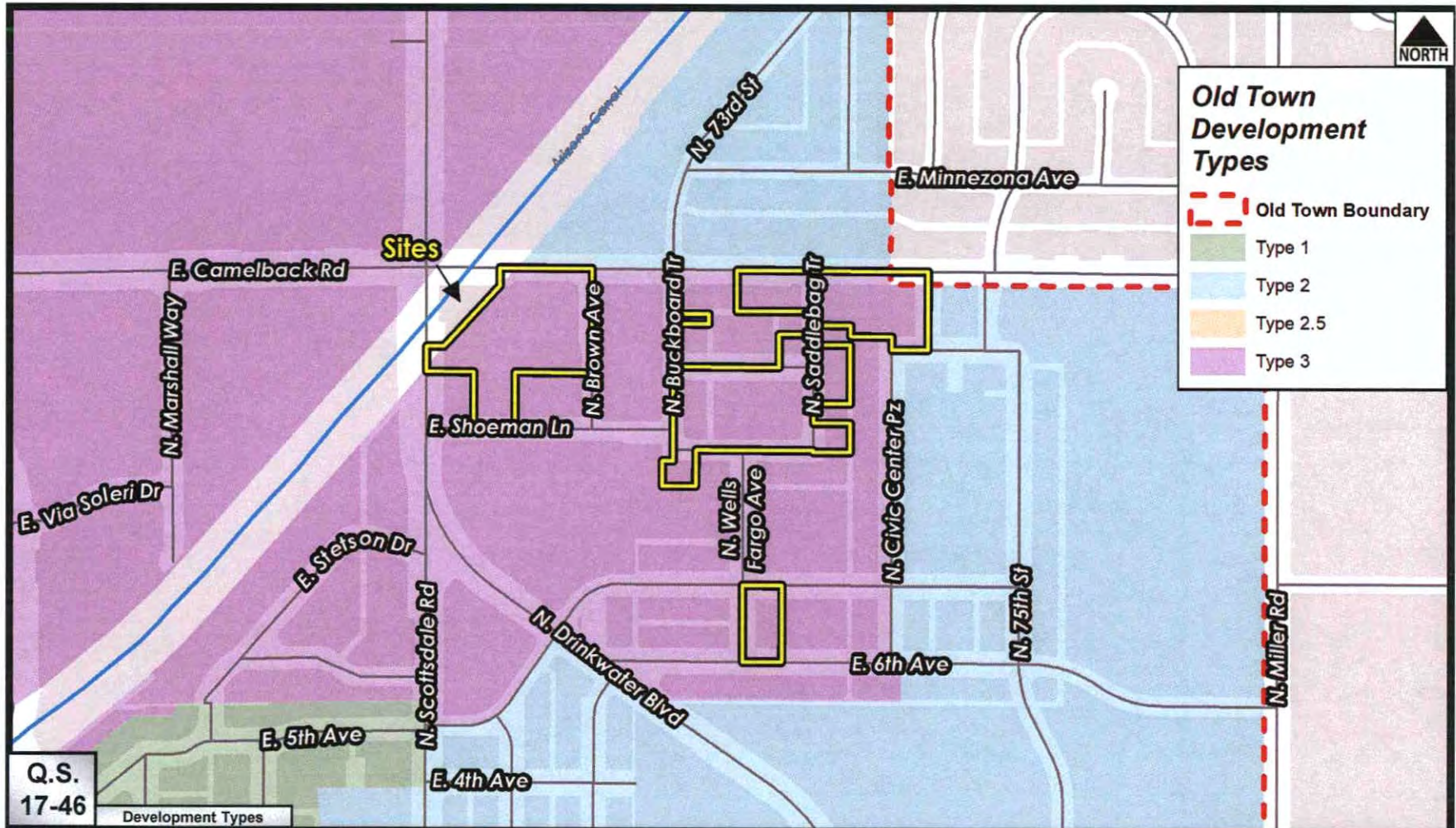
Old Town Land Use (Zoomed)

3-GP-2019



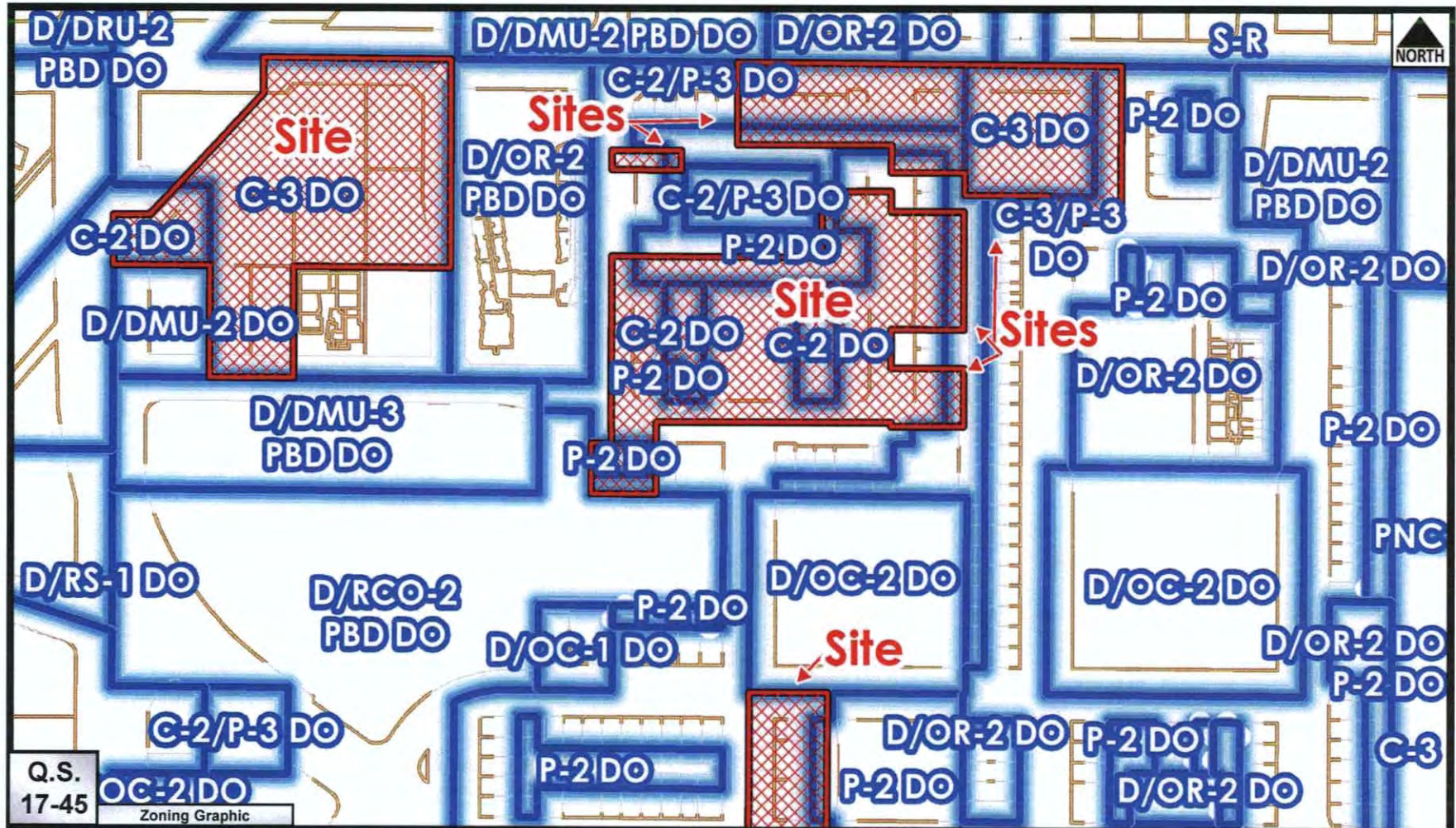
Old Town Development Types

3-GP-2019



Old Town Development Types (Zoomed)

3-GP-2019



Existing Zoning

9-ZN-2020



1. INTRODUCTION AND EXECUTIVE SUMMARY

1.1. PURPOSE OF REPORT AND STUDY OBJECTIVES

Lōkahi, LLC (Lōkahi) was retained by Stockdale Capital Partners, LLC to complete a Traffic Impact & Mitigation Analysis for The Scottsdale Collection development. The development is located on the southeast corner (SEC) of Scottsdale Road and Camelback Road in Scottsdale, Arizona.

The objective of this Traffic Impact & Mitigation Analysis is to analyze the traffic related impacts of the proposed development to the adjacent roadway network. See **Figure 1** for the vicinity map.

1.2. EXECUTIVE SUMMARY

The Scottsdale Collection development will be located on the southeast corner (SEC) of Scottsdale Road and Camelback Road, in Scottsdale Arizona. The project is located directly in the heart of the entertainment district in the City of Scottsdale.

The Scottsdale Collection development will, among other properties, include three development areas which proposes the following land uses:

- Parcel A (City Center)
 - Option 1
 - Hotel* 214 rooms
 - Multi-Family Residential* 106 units
 - Retail/Restaurant* 41,109 square feet
 - Option 2
 - Multi-Family Residential* 237 units
 - Retail/Restaurant* 46,887 square feet
 - Option 3
 - Hotel* 449 rooms
 - Retail/Restaurant* 46,887 square feet
- Parcel B (The Mint)
 - Option 1
 - Multi-Family Residential* 62 units
 - Retail/Restaurant* 27,561 square feet
 - Option 2
 - Hotel* 116 rooms
 - Retail/Restaurant* 28,016 square feet
- Parcel C (The Maya)
 - Hotel* 164 rooms



The following ten (10) parcels are additional properties identified for future development as part of The Scottsdale Collection:

1. Parcel 173-41-086A
2. Parcel 173-41-083A
3. Parcel 173-41-087
4. Parcel 173-41-145
5. Parcel 173-41-146
6. Parcel 173-41-174
7. Parcel 173-41-257
8. Parcel 173-41-258
9. Parcel 173-41-259
10. Parcel 173-41-265

The redevelopment of these sites is uncertain in terms of timing as well as land use. For the purposes of this report, since the sites are currently developed, the trips generated by these sites are incorporated in the existing traffic volumes. At a future date, when and if these sites are considered for redevelopment, an updated traffic study can be provided to address the proposed development.

This Traffic Impact and Mitigation Analysis includes:

- Level of service analysis of existing conditions for the weekday AM and PM peak hours
- Level of service analysis of existing conditions for a 'event' peak hour for the entertainment district
- Trip Generation calculations
- Most recent 3-year collision history
- Level of service analysis for the 5 year (2025) and the 10 year (2030) weekday AM and PM peak hours
 - 2025 No Build
 - 2025 Build
 - 2030 No Build
 - 2030 Build
- Level of service analysis for the 5 year (2025) and the 10 year (2030) 'event' peak hour

The 'event' peak hour captures the weekend peak generally experienced during weekend evenings.

The following are the twenty-six (26) intersections included in this study:

- Scottsdale Road and Camelback Road (1)
- Scottsdale Road and Shoeman Lane (2)



- Scottsdale Road and Drinkwater Boulevard (3)
- Scottsdale Road and 5th Avenue (4)
- Camelback Road and Brown Avenue (5)
- Shoeman Lane and Brown Avenue (6)
- Drinkwater Boulevard and Stetson Drive/5th Avenue (7)
- Camelback Road and Buckboard Trail/73rd Street (8)
- Indian Plaza and Buckboard Trail (9)
- Shoeman Lane and Buckboard Trail (10)
- Drinkwater Boulevard and 6th Avenue (11)
- Shoeman Lane and Wells Fargo Avenue (12)
- Stetson Drive and Wells Fargo Avenue (13)
- 6th Avenue and Wells Fargo Avenue (14)
- Camelback Road and Saddlebag Trail (15)
- Indian Plaza and Saddlebag Trail (16)
- Camelback Road and Civic Center Plaza (17)
- Indian Plaza and Civic Center Plaza (18)
- Stetson Drive and Civic Center Plaza (19)
- 6th Avenue and Civic Center Plaza (20)
- Camelback Road and 75th Street (21)
- Indian Plaza and 75th Street (22)
- Stetson Drive and 75th Street (23)
- 6th Avenue and 75th Street (24)
- Camelback Road and Miller Road (25)
- 6th Avenue and Miller Road (26)

During recent weeks Arizona was under “stay at home” orders due to COVID-19 and therefore, was experiencing a decline in traffic as well as non-typical traffic patterns. Therefore, this was discussed with Scottsdale Transportation staff and it was agreed that collecting data at this time is not ideal. Fortunately, there were numerous nearby recent traffic studies complete which included traffic count data. Adjustment factors including annual growth rates were applied to these traffic counts to create year 2020 existing traffic counts. Traffic count data from prior studies included most of the major intersections including arterial and collector roadways. However, traffic count data was not available for some of the minor intersections with local roadways. This includes the intersections in blue above and therefore, data and analysis are not provided in this report.

Prior traffic count data for all signalized intersections were available and are included throughout this Traffic Impact and Mitigation Analysis. The intersections where prior traffic count data was not available included only stop-controlled intersections with local roadways. Typically, at these types of intersections recommendations are minimal particularly in built out areas such as this.



Existing Capacity Analysis

The AM, PM, and 'event' peak hour existing conditions capacity analysis were completed for the existing study intersections. The results of the capacity analysis reveal the following locations with an existing level of service (LOS) E or F:

Scottsdale Road and Camelback Road (1) – Signalized

- EB left AM and PM peak hours operate at LOS E
- WB left PM peak hour operates at LOS E
- WB shared through-right PM peak hour operates at LOS E
- SB left AM and PM peak hours operate at LOS E

Scottsdale Road and Drinkwater Boulevard (3) – Signalized

- WB right AM and PM peak hours operate at LOS E and F, respectively

Drinkwater Boulevard and Stetson Drive/5th Avenue (7) – Signalized

- EB left AM peak hour operates at LOS E

Camelback Road and Miller Road (25) – Signalized

- Overall intersection PM peak hour operates at LOS E
- EB through PM peak hour operates at LOS E
- EB shared through-right PM peak hour operates at LOS E
- WB left PM peak hour operates at LOS F
- WB through PM peak hour operates at LOS E
- WB shared through-right PM peak hour operates at LOS E

Camelback Road and 75th Street (21) – Unsignalized

- NB shared left-through-right PM peak hour operates at LOS E

Trip Generation

Trip Generation for The Scottsdale Collection development includes the proposed City Center, Mint, and Maya Hotel developments.

Proposed City Center Development

The proposed City Center development has three (3) options. The trip generation was calculated for all options and as a conservative estimate the one that generated the most traffic volumes was analyzed. For the City Center development, this was Option 3 which includes a 449-room hotel with 46,887 square feet (SF) of retail/restaurant space.

The proposed development is anticipated to generate 5,450 weekday daily trips with 224 trips occurring during the AM peak hour, 417 trips occurring during the PM peak hour, and 168 trips occurring during the "event" peak hour.



Proposed Mint Development

The proposed Mint development has two (2) options. The trip generation was calculated for all options and as a conservative estimate the one that generated the most traffic volumes was analyzed. For the Mint development, this was Option 2 which includes a 116-room hotel with 27,561 SF of retail/restaurant space.

The proposed Mint development is anticipated to generate 1,650 weekday daily trips with 67 trips occurring during the AM peak hour, 143 trips occurring during the PM peak hour, and 36 trips occurring during the 'event' peak hour.

Proposed Maya Hotel Development

The proposed Maya Hotel Development will be comprised of a 164-room hotel and is anticipated to generate 1,211 weekday daily trips with 65 trips occurring during the AM peak hour, 82 trips occurring during the PM peak hour, and 48 trips occurring during the 'event' peak hour.

Future Development

For the purposes of this report, it was determined that the ten (10) additional parcels identified for future development will generate a number of trips consistent with each parcel's existing land use. It is anticipated that the weekday daily trips, AM peak hour, and PM peak hour trips of the future developments will be similar to the existing land use and therefore, are captured in the existing traffic volumes.

Trip Generation Comparison

City Center

Existing Development vs. Proposed City Center Development

A comparison between the trips generated by the existing office development and the proposed City Center development was calculated. The proposed City Center development will produce 4,712 more weekday daily trips, with 133 more trips during the AM peak hour, 337 more trips during the PM peak hour and 164 more trips during the 'event' peak hour than the existing development.

Existing Zoning (1.3 F.A.R) vs. Proposed City Center Development

A comparison between the trips generated with the buildout under the existing zoning and the proposed City Center development was calculated. **The proposed City Center development will produce 413 less weekday daily trips, with 65 less trips during the AM peak hour, 121 less trips during the PM peak hour, and 129 more trips during the 'event' peak hour than the build out under the existing zoning.**



Mint

Existing Development vs. Proposed Mint Development

A comparison between the trips generated by the existing office and upscale night club development and the proposed Mint development was calculated. The proposed Mint development will produce 1,590 more weekday daily trips, with 37 more trips during the AM peak hour, 136 more trips during the PM peak hour and 137 less trips during the 'event' peak hour than the existing development.

Existing Zoning (1.3 F.A.R) vs. Proposed Mint Development

A comparison between the trips generated with the buildout under the existing zoning and the proposed Mint development was calculated. **The proposed Mint development will produce 1,830 less weekday daily trips, with 164 less trips during the AM peak hour, 164 less trips during the PM peak hour, and 13 more trips during the 'event' peak hour than the build out under the existing zoning.**

Maya Hotel

Existing Development vs. Proposed Maya Hotel Development

A comparison between the trips generated by the existing office and restaurant development and the proposed Maya Hotel development was calculated. The proposed Maya Hotel development will produce 1,157 more weekday daily trips, with 34 more trips during the AM peak hour, 76 more trips during the PM peak hour and 25 less trips during the 'event' peak hour than the existing development.

Existing Zoning (1.3 F.A.R) vs. Proposed Maya Hotel Development

A comparison between the trips generated with the buildout under the existing zoning and the proposed Maya Hotel development was calculated. **The proposed Maya Hotel will produce 566 less weekday daily trips, with 95 less trips during the AM peak hour, 62 less trips during the PM peak hour, and 36 more trips during the 'event' peak hour than the build out under the existing zoning.**

Future Conditions - Year 2025

Year 2025 analyses was completed with and without the build out of the proposed development. An annual growth rate of 2.0% as well as additional traffic volumes for known developments in the area were applied to the existing traffic volumes.



Year 2025 No Build Capacity Analysis

A capacity analysis was completed for the AM, PM, and 'event' peak hours for year 2025, without the build out of the proposed development. All movements operate at a LOS D or better or at the same level of service as the existing conditions, with the exception of the following:

Scottsdale Road and Camelback Road (1) – Signalized

- EB through PM peak hour operates at LOS E
- WB through PM peak hour operates at LOS E

Camelback Road and Brown Avenue (5) – Unsignalized

- NB shared left-right PM peak hour operates at LOS F

Camelback Road and 75th Street (21) – Unsignalized

- NB shared left-through-right PM peak hour operates at LOS F
- SB shared left-through-right PM peak hour operates at LOS F

Camelback Road and Miller Road (25) – Signalized

- EB through PM peak hour operates at LOS F
- EB shared through-right PM peak hour operates at LOS F
- SB through PM peak hour operates at LOS E
- NB shared left-through-right PM peak hour operates at LOS F
- SB shared left-through-right PM peak hour operates at LOS F

Year 2025 Build Capacity Analysis

A capacity analysis was completed for the AM, PM, and 'event' peak hours for year 2025, with the build out of the proposed development. All movements operate at a LOS D or better or at the same level of service as the year 2025 no build conditions.

Future Conditions - Year 2030

Year 2030 analyses was completed with and without the build out of the proposed development. An annual growth rate of 2.0% as well as additional traffic volumes for known developments in the area were applied to the existing traffic volumes.



Year 2030 No Build Capacity Analysis

A capacity analysis was completed for the AM, PM, and 'event' peak hours for year 2030, without the build out of the proposed development. All movements operate at a LOS D or better or at the same level of service as the existing conditions, with the exception of the following:

Scottsdale Road and Camelback Road (1) – Signalized

- Overall intersection PM peak hour operates at LOS E
- NB shared through-right PM peak hour operates at LOS E
- SB through PM peak hour operates at LOS E

Camelback Road and Miller Road (25) – Signalized

- NB through PM peak hour operates at LOS E

Camelback Road and 75th Street (21) – Unsignalized

- NB shared left-through-right AM peak hour operates at LOS E
- SB shared left-through-right AM peak hour operates at LOS E

Year 2030 Build Capacity Analysis

A capacity analysis was completed for the AM, PM, and 'event' peak hours for year 2030, with the build out of the proposed development. All movements operate at a LOS D or better or at the same level of service as the year 2030 no build conditions, with the exception of the following:

Scottsdale Road and Camelback Road (1) – Signalized

- EB through PM peak hour operates at LOS F
- NB left PM peak hour operates at LOS E
- NB through PM peak hour operates at LOS E



Recommendations

In summary and as included in the discussion and analyses throughout this report, the following are the recommended improvements with the build out of The Scottsdale Collection development:

- **Camelback Road and Brown Avenue (5)**
 - Construct 100-foot eastbound right turn deceleration lane.
 - Install signing to prohibit northbound left turning movement during peak hours (hours to be coordinated with the City of Scottsdale Transportation).
- **Civic Center Plaza and Driveway G (18)**
Buildout of full access driveway at the existing intersection of Civic Center Plaza and Indian Plaza.
- **Shoeman Lane and Driveway A (27)**
Buildout of full access driveway approximately 250 feet east of Scottsdale.
- **Scottsdale Road and Driveway B (28)**
Buildout of right-in/right-out driveway approximately 270 feet south of Camelback Road.
- **Brown Avenue and Driveway C (29)**
Buildout of full access driveway approximately 180 feet south of Camelback.
- **Brown Avenue and Driveway D (30)**
Buildout of full access driveway approximately 280 feet south of Camelback.
- **Saddlebag Trail and Driveway E (31)**
Buildout of access driveway allowing right in and lefts out approximately 140 feet south of Camelback Road.
- **Civic Center Plaza and Driveway F (32)**
Buildout of full access driveway approximately 160 feet south of Camelback Road.
- **Buckboard Trail and Driveway H (33)**
Buildout of access driveway approximately 400 feet south of Camelback Road.

As with any new development and potential change in traffic patterns, the following is recommended:

- **Monitor and Adjust Signal Timing**
Monitor traffic patterns in the area and if necessary, adjust nearby signal timing



2. PROPOSED DEVELOPMENT

The study area is located at the heart of the entertainment district in the City of Scottsdale, Arizona, approximately two miles west of State Route Loop 101 (SR 101L) and four and a half miles north of State Route Loop 202 (SR 202L). The proposed site will be located on the southeast corner of Scottsdale Road and Camelback Road.

The Scottsdale Collection development will, among other properties, include three development areas which proposes the following land uses:

- Parcel A (City Center)
 - Option 1
 - Hotel 214 rooms
 - Multi-Family Residential 106 units
 - Retail/Restaurant 41,109 square feet
 - Option 2
 - Multi-Family Residential 237 units
 - Retail/Restaurant 46,887 square feet
 - Option 3
 - Hotel 449 rooms
 - Retail/Restaurant 46,887 square feet
- Parcel B (The Mint)
 - Option 1
 - Multi-Family Residential 62 units
 - Retail/Restaurant 27,561 square feet
 - Option 2
 - Hotel 116 rooms
 - Retail/Restaurant 28,016 square feet
- Parcel C (Maya Hotel)
 - Hotel 164 rooms

The following ten (10) parcels are additional properties identified for future development as part of The Scottsdale Collection:

1. Parcel 173-41-086A
2. Parcel 173-41-083A
3. Parcel 173-41-087
4. Parcel 173-41-145
5. Parcel 173-41-146
6. Parcel 173-41-174
7. Parcel 173-41-257



8. Parcel 173-41-258
9. Parcel 173-41-259
10. Parcel 173-41-265

The redevelopment of these sites is uncertain in terms of timing as well as land use. For the purposes of this report, since the sites are currently developed, the trips generated by these sites are incorporated in the existing traffic volumes. At a future date, when and if these sites are considered for redevelopment, an updated traffic study can be provided to address the proposed development.

See **Figure 2** and **Appendix A** for the proposed site plan.

There are four (4) access points for the proposed City Center development. One (1) along Shoeman Lane and three (3) along Brown Avenue.

Shoeman Lane and Driveway A (27) is located approximately 250 feet east of Scottsdale Road and will allow all movements into and out of the site.

Scottsdale Road and Driveway B (28) is located approximately 270 feet south of Camelback Road and will allow right-in and right-out movements into and out of the site.

Brown Avenue and Driveway C (29) is located approximately 180 feet south of Camelback Road and will allow all movements into and out of the site.

Brown Avenue and Driveway D (30) is located approximately 280 feet south of Camelback Road and will allow all movements into and out of the site.

There are three (3) access points for the proposed Mint development. One (1) along Saddlebag Trail and the other two (2) along Civic Center Plaza.

Saddlebag Trail and Driveway E (31) is located approximately 140 feet south of Camelback Road. Saddlebag Trail is a one-way street and will only allow rights in and lefts out of the site.

Civic Center Plaza and Driveway F (32) is located approximately 160 feet south of Camelback Road and will allow all movements into and out of the site.

Civic Center Plaza and Driveway G (18) is located at the existing intersection of Civic Center Plaza and Indian Plaza and will allow all movements into and out of the site.



There is one (1) access point for the proposed Maya Hotel development. It is located along Buckboard Trail.

Buckboard Trail and Driveway H (33) is located approximately 400 feet south of Camelback Road. Buckboard Trail is a one-way street and will only allow rights in and rights out of the site.

See **Figure 3** for study area.



4. EXISTING CONDITIONS

4.1. EXISTING LAND USE – PLANNED DEVELOPMENT

The City Center

The existing site is currently occupied by an office complex and a vacant restaurant parcel. The proposed City Center development will be on 2.72 acres. According to the Maricopa County Assessor's website, the proposed development will be made up of 6 existing parcels that are zoned for Highway Commercial (C-3) land uses. See **Appendix C** for detailed parcel information.

The Mint

The existing site is currently occupied by an office complex and The Mint, an upscale night club. The proposed Mint development will be on 1.31 acres. According to the Maricopa County Assessor's website, the proposed development will be made up of 8 existing parcels that are zoned for Central Business (C-2) and Highway Commercial (C-3) land uses. See **Appendix C** for detailed parcel information.

Maya Hotel

The existing site is currently occupied by an office complex and The Dakota, an upscale night club. The proposed Maya development will be on 0.29 acres. According to the Maricopa County Assessor's website, the proposed development will be made up of 3 existing parcels that are zoned for Central Business (C-2) land uses. See **Appendix C** for detailed parcel information.

4.2. EXISTING LAND USE – FUTURE DEVELOPMENT

The following parcels are those identified for future development as part of The Scottsdale Collection development. For the purposes of this report, it was determined that the total developable area allowed under the current zoning will remain consistent with future development.

Parcel 173-41-083A, Parcel 173-41-086A, Parcel 173-41-087

The approximate combined 0.28-acre existing site is currently occupied by an office complex. According to the Maricopa County Assessor's website, the future development is currently zoned for Central Business (C-2) land use. This zoning is intended to accommodate recurring shopping and service needs and is typically associated with office and retail shopping developments. See **Appendix C** for detailed parcel information.

Parcel 173-41-145, Parcel 173-41-145

The approximate combined 0.10-acre existing site is currently occupied by Pretty Please Lounge, a nightclub. According to the Maricopa County Assessor's website, the future development is currently zoned for Central Business (C-2) land use. See **Appendix C** for detailed parcel information.



Parcel 173-41-174

The approximate combined 0.05-acre existing site is currently occupied by a retail store. According to the Maricopa County Assessor's website, the future development is currently zoned for Central Business (C-2) land use. See **Appendix C** for detailed parcel information.

Parcel 173-41-257

The approximate 0.29-acre existing site is currently occupied by El Hefe, a restaurant. According to the Maricopa County Assessor's website, the future development is currently zoned for Central Business (C-2) land use. See **Appendix C** for detailed parcel information.

Parcel 173-41-258

The approximate 0.14-acre existing site is currently occupied by INTL Nightclub. According to the Maricopa County Assessor's website, the future development is currently zoned for Central Business (C-2) land use. See **Appendix C** for detailed parcel information.

Parcel 173-41-259

The approximate 1.13-acre existing site is currently occupied by four (4) restaurants and one (1) bar. The existing developments include The District, Hi Fi Kitchen and Cocktails, Dierks Bentley's Whiskey Row, Bevvly, and Maya Day and Nightclub. According to the Maricopa County Assessor's website, the future development is currently zoned for Central Business (C-2) land use. See **Appendix C** for detailed parcel information.

Parcel 173-41-265

The approximate 0.18-acre existing site is currently vacant commercial land. According to the Maricopa County Assessor's website, the future development is currently zoned for Vehicle Parking (P-2). land use. This zoning is intended to provide off-street parking. See **Appendix C** for detailed parcel information.

4.3. EXISTING TRAFFIC COUNTS

At the time of the report traffic conditions were not considered typical due to the Covid-19 pandemic and the closures associated with it. It was determined that the existing traffic volumes for the project would be pulled from reports that were recently completed in the area.

The *Traffic Impact and Mitigation Analysis for Marquee Office Building*, completed by United Civil Group, dated February 19, 2019 was used for the following four (4) intersections:

- Scottsdale Road and Camelback Road (1)
- Scottsdale Road and Shoeman Lane (2)
- Camelback Road and Brown Avenue (5)
- Shoeman Lane and Brown Avenue (6)



The *Southbridge Expansion Traffic Impact and Mitigation Analysis*, completed by CivTech, dated May 2019 was used for the following three (3) intersections:

- Scottsdale Road and Drinkwater Boulevard (3)
- Scottsdale Road and 5th Avenue (4)
- Drinkwater Boulevard and Stetson Drive/5th Avenue (7)

The *Traffic Impact Analysis for Waterview*, completed by EPS, dated June 2016 was used for the following one (1) intersection:

- Camelback Road and Buckboard Trail/73rd Street (8)

The *Don and Charlie's Hotel Traffic Impact and Mitigation Analysis*, completed by J2 Engineering and Environmental Design, dated July 3, 2018 was used for the following three (3) intersections:

- Camelback Road and 75th Street (21)
- Indian Plaza and 75th Street (22)
- Camelback Road and Miller Road (25)

The City of Scottsdale was able to provide counts for the following one (1) intersection:

- Stetson Drive and Civic Center Plaza (19)

At the time of the report we were unable to collect any existing count information for the following fourteen (14) intersections:

- Indian Plaza and Buckboard Trail (9)
- Shoeman Lane and Buckboard Trail (10)
- Drinkwater Boulevard and 6th Avenue (11)
- Shoeman Lane and Wells Fargo Avenue (12)
- Stetson Drive and Wells Fargo Avenue (13)
- 6th Avenue and Wells Fargo Avenue (14)
- Camelback Road and Saddlebag Trail (15)
- Indian Plaza and Saddlebag Trail (16)
- Camelback Road and Civic Center Plaza (17)
- Indian Plaza and Civic Center Plaza (18)
- 6th Avenue and Civic Center Plaza (20)
- Stetson Drive and 75th Street (23)
- 6th Avenue and 75th Street (24)



- 6th Avenue and Miller Road (26)

Typically, the turning movement counts would be analyzed for the highest 1-hour within each time period, but since the volumes for this project were pulled from different reports, taken at different times, the peak that was provided was analyzed.

This project is located in the heart of the entertainment district of Old Town Scottsdale. Due to the large number of night clubs and late-night activities located in this area it was determined that an additional 'event' peak hour analysis would be included in the report. From counts received from the City of Scottsdale, it was determined that a 'event' peak hour was 10:30-11:30 PM on a Friday evening. For this 'event' peak hour the following ten (10) intersections would be included in the analysis:

- Camelback Road and Buckboard Trail/73rd Street (8)
- Indian Plaza and Buckboard Trail (9)
- Shoeman Lane and Buckboard Trail (10)
- Shoeman Lane and Wells Fargo Avenue (12)
- Camelback Road and Saddlebag Trail (15)
- Indian Plaza and Saddlebag Trail (16)
- Camelback Road and Civic Center Plaza (17)
- Indian Plaza and Civic Center Plaza (18)
- Camelback Road and 75th Street (21)
- Indian Plaza and 75th Street (22)

Due to the fact that all the existing counts were only completed for the typical AM and PM peak hour periods, a factor was created using the ADT count along Camelback Road to determine the percentage difference between the typical PM peak hour and the 'event' peak hour. It was determined that the ADT along Camelback Road during the 'event' peak hour was approximately 22 percent of the ADT along Camelback Road during the typical PM peak hour. This factor was used to determine the existing traffic volumes for the 'event' peak hour.

The City of Scottsdale seasonal adjustment factors were used to adjust the traffic counts. The traffic volumes were adjusted based on the month the counts were taken.

See **Appendix D** for detailed count data.

In order to determine the existing traffic volumes, all existing count data was grown at a 2% annual average growth rate to the year 2020.

See **Figure 4** for the existing adjusted AM, PM, and 'event' peak hour weekday traffic volumes.



5. PROJECTED TRAFFIC

5.1. TRIP GENERATION

The trip generation for the proposed development was calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation, 10th Edition*. The ITE trip generation rates and fitted curve equations are based on studies that measure trip generation characteristics for various types of land uses. The rates are expressed in terms of trips per unit of lane use type. This publication is the standard for the transportation engineering profession.

The City Center

Existing Development

According to Maricopa County Assessor's website, the 2.72-acre site was occupied by the following land uses:

- Office 68,782 square feet
- Restaurant (Vacant) 1,020 square feet

As of July 2016, the restaurant parcel was vacant, previously The Upton, and so it was not included in the trip generation calculations. The trip generation for the existing land uses was calculated utilizing ITE Land Use 710 – General Office. In order to determine a rate for the 'event' peak hour the time of day distributions found in Appendix A of the *Trip Generation, 10th Edition* were used to determine what percentage of the weekday trips that occurred during the 'event' peak hour. Trip generation calculations are shown in **Table 8** below. Detailed trip generation calculations are provided in **Appendix G**.

Table 8 – Trip Generation – Existing City Center Development

| Land Use | ITE Code | Qty | Unit | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|----------------|----------|--------|-------------|---------------|--------------|-----------|-----------|--------------|-----------|-----------|-------------------------|----------|----------|
| | | | | | Total | In | Out | Total | In | Out | Total | In | Out |
| General Office | 710 | 68,782 | 1000 SF GFA | 738 | 91 | 78 | 13 | 80 | 13 | 67 | 4 | 1 | 3 |
| Total | | | | 738 | 91 | 78 | 13 | 80 | 13 | 67 | 4 | 1 | 3 |

Potential Development under Existing Zoning

The existing site is currently zoned for Highway Commercial (C-3) land uses. C-3 zoning is intended to permit most type of commercial activities located along major streets, including shopping and office uses. With a total lot area of 118,630 SF (2.72 acres), and a maximum floor-to-area (FAR) of 1.3, allows for 154,219 SF of developable area.

Utilizing ITE Land Use 710 General Office and Land Use 820 Shopping Center, the trip generation under the existing zoning was calculated as shown in **Table 9** below. Detailed trip generation calculations are provided in **Appendix G**.



Table 9 – Trip Generation (Existing Zoning)

| Land Use | ITE Code | Qty | Unit | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|-----------------|----------|-------|-------------|---------------|--------------|------------|-----------|--------------|------------|------------|-------------------------|-----------|-----------|
| | | | | | Total | In | Out | Total | In | Out | Total | In | Out |
| General Office | 710 | 77.11 | 1000 SF GFA | 825 | 99 | 85 | 14 | 89 | 14 | 75 | 4 | 1 | 3 |
| Shopping Center | 820 | 77.11 | 1000 SF GLA | 5,038 | 190 | 118 | 72 | 448 | 215 | 233 | 35 | 17 | 18 |
| Total | | | | 5,863 | 289 | 203 | 86 | 537 | 229 | 308 | 39 | 18 | 21 |

Proposed Development

The proposed City Center development has three (3) options. The following are the land uses proposed for the three (3) possible options:

- Option 1
 - Hotel 214 rooms
 - Multi-Family Residential 106 units
 - Retail/Restaurant 41,109 square feet
- Option 2
 - Multi-Family Residential 237 units
 - Retail/Restaurant 46,887 square feet
- Option 3
 - Hotel 449 rooms
 - Retail/Restaurant 46,887 square feet

For the purposes of this report, as a conservative approach, the option with the highest trip generation, Option 3, was selected as the basis for the analysis.

The trip generation for the proposed City Center development were calculated utilizing ITE Land Use 310 – Hotel and Land Use 820 – Shopping Center. In order to determine a rate for the ‘event’ peak hour the time of day distributions found in Appendix A of the *Trip Generation, 10th Edition* were used to determine what percentage of the weekday trips occurred during the ‘event’ peak hour. Trip generation calculations are shown in **Table 10** below. Detailed trip generation calculations are provided in **Appendix G**.



Table 10 – Trip Generation – Proposed City Center

| Land Use | ITE Code | Qty | Unit | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|-----------------------------------|----------|--------|-------------|---------------|--------------|-----|-----|--------------|-----|-----|-------------------------|-----|-----|
| | | | | | Total | In | Out | Total | In | Out | Total | In | Out |
| Hotel | 310 | 449 | Rooms | 4,642 | 219 | 129 | 90 | 311 | 159 | 152 | 186 | 95 | 91 |
| Shopping Center | 820 | 46,887 | 1000 SF GFA | 1,770 | 44 | 27 | 17 | 179 | 86 | 93 | 12 | 6 | 6 |
| Total | | | | 6,412 | 263 | 156 | 107 | 490 | 245 | 245 | 198 | 101 | 97 |
| Internal Interaction (10%) | | | | -641 | -26 | -16 | -11 | -49 | -25 | -25 | -20 | -10 | -10 |
| Other Travel Modes (5%) | | | | -321 | -13 | -8 | -5 | -25 | -12 | -12 | -10 | -5 | -5 |
| Total | | | | 5,450 | 224 | 133 | 91 | 417 | 208 | 208 | 168 | 86 | 82 |

Due to the mixture of residential, hotel, and commercial uses within the proposed development and the immediate area, some trips will occur without utilizing the adjacent street network by walking or by combining trips. Therefore, the number of actual trips generated by the proposed development will be lower than the anticipated total trip generation. It is appropriate to apply a 10 percent reduction to account for this internal capture.

Since the proposed development is located within the entertainment district of Old Town Scottsdale, users of the proposed development will have walkable access to alternative modes of transportation including the Old Town Trolley and the city buses. To account for alternative modes of transportation including walking, biking, and transit, a 5 percent reduction was applied to the total trip generation.

The proposed City Center development is anticipated to generate 5,450 weekday daily trips with 224, 417, and 168 vehicles during the AM, PM, and 'event' peak hours, respectively.

The Mint

Existing Development

According to Maricopa County Assessor's website, the 1.31-acre site was occupied by the following land uses:

- Office 3,860 square feet
- Restaurant 11,168 square feet

From the Maricopa County Assessors site, it was determined that the 11,168 square foot restaurant is The Mint, which is an upscale night club. The operating hours for the existing Mint are from 10:00 PM to 2:00 AM so there are no trips generated for the typical AM and PM peak hours. The trip generation for the existing land uses was calculated utilizing ITE Land Use 710 – General Office and Land Use 925 – Drinking Place. In order to determine a rate for the 'event' peak hour the time of day distributions found in Appendix A of the *Trip Generation, 10th Edition* were used to determine what percentage of the weekday trips occurred during the 'event' peak hour. Trip generation calculations are shown in **Table 11** below. Detailed trip generation calculations are provided in **Appendix G**.



Table 11 – Trip Generation – Existing Mint Development

| Land Use | ITE Code | Qty | Unit | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|----------------|----------|--------|-------------|---------------|--------------|-----------|----------|--------------|----------|----------|-------------------------|------------|-----------|
| | | | | | Total | In | Out | Total | In | Out | Total | In | Out |
| General Office | 710 | 3.86 | 1000 SF GFA | 45 | 30 | 26 | 4 | 5 | 1 | 4 | 0 | 0 | 0 |
| Drinking Place | 925 | 11.168 | 1000 SF GFA | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 173 | 118 | 55 |
| Total | | | | 45 | 30 | 26 | 4 | 5 | 1 | 4 | 173 | 118 | 55 |

Potential Development under Existing Zoning

The existing site is currently zoned for Highway Commercial (C-3) land uses. C-3 zoning is intended to permit most type of commercial activities located along major streets, including shopping and office uses. With a total lot area of 56,976 SF (1.31 acres), and a maximum floor-to-area (FAR) of 1.3, allows for 74,069 SF of developable area.

Utilizing ITE Land Use 710 General Office and Land Use 820 Shopping Center, the trip generation under the existing zoning was calculated as shown in **Table 12** below. Detailed trip generation calculations are provided in **Appendix G**.

Table 12 – Trip Generation (Existing Zoning)

| Land Use | ITE Code | Qty | Unit | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|-----------------|----------|-------|-------------|---------------|--------------|------------|-----------|--------------|------------|------------|-------------------------|-----------|-----------|
| | | | | | Total | In | Out | Total | In | Out | Total | In | Out |
| General Office | 710 | 37.03 | 1000 SF GFA | 405 | 61 | 52 | 9 | 44 | 7 | 37 | 2 | 0 | 2 |
| Shopping Center | 820 | 37.03 | 1000 SF GLA | 3,060 | 170 | 105 | 65 | 261 | 125 | 136 | 21 | 10 | 11 |
| Total | | | | 3,465 | 231 | 157 | 74 | 305 | 132 | 173 | 23 | 10 | 13 |

Proposed Development

The proposed Mint development has two (2) options. The following are the land uses proposed for the two (2) possible options:

- Option 1
 - Multi-Family Residential 62 units
 - Retail/Restaurant 27,561 square feet
- Option 2
 - Hotel 116 rooms
 - Retail/Restaurant 28,016 square feet

For the purposes of this report, as a conservative approach, the option with the highest trip generation, Option 2, was selected as the basis for the analysis.

The trip generation for the proposed Mint development were calculated utilizing ITE Land Use 310 – Hotel and Land Use 820 – Shopping Center. In order to determine a rate for the ‘event’ peak hour the time of day distributions found in Appendix A of the *Trip Generation*, 10th Edition were used to



determine what percentage of the weekday trips occurred during the ‘event’ peak hour. Trip generation calculations are shown in **Table 13** below. Detailed trip generation calculations are provided in **Appendix G**.

Table 13 – Trip Generation – Proposed Mint

| Land Use | ITE Code | Qty | Unit | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|-----------------------------------|----------|--------|-------------|---------------|--------------|-----------|-----------|--------------|-----------|-----------|-------------------------|-----------|-----------|
| | | | | | Total | In | Out | Total | In | Out | Total | In | Out |
| Hotel | 310 | 116 | Rooms | 883 | 53 | 31 | 22 | 61 | 31 | 30 | 35 | 18 | 17 |
| Shopping Center | 820 | 28,016 | 1000 SF GFA | 1,058 | 26 | 16 | 10 | 107 | 51 | 56 | 7 | 3 | 4 |
| Total | | | | 1,941 | 79 | 47 | 32 | 168 | 82 | 86 | 42 | 21 | 21 |
| Internal Interaction (10%) | | | | -194 | -8 | -5 | -3 | -17 | -8 | -9 | -4 | -2 | -2 |
| Other Travel Modes (5%) | | | | -97 | -4 | -2 | -2 | -8 | -4 | -4 | -2 | -1 | -1 |
| Total | | | | 1,650 | 67 | 40 | 27 | 143 | 70 | 73 | 36 | 18 | 18 |

Due to the mixture of residential, hotel, and commercial uses within the proposed development and the immediate area some trips will occur without utilizing the adjacent street network by walking or by combining trips. Therefore, the number of actual trips generated by the proposed development will be lower than the anticipated total trip generation. It is appropriate to apply a 10 percent reduction to account for this internal capture.

Since the proposed development is located within the entertainment district of Old Town Scottsdale, users of the proposed development will have walkable access to alternative modes of transportation including the Old Town Trolley and the city buses. To account for alternative modes of transportation including walking, biking, and transit, a 5 percent reduction was applied to the total trip generation.

The proposed Mint development is anticipated to generate 1,650 weekday daily trips with 67, 143, and 36 vehicles during the AM, PM, and ‘event’ peak hours, respectively.

Maya Hotel

Existing Development

According to Maricopa County Assessor’s website, the 0.29-acre site was occupied by the following land uses:

- Office 4,651 square feet
- Restaurant 4,692 square feet

From the Maricopa County Assessors site, it was determined that the 4,692 square foot restaurant is The Dakota, which is an upscale night club. The operating hours for the existing Dakota are from 8:00 PM to 2:00 AM so there are no trips generated for the typical AM and PM peak hours. The trip generation for the existing land uses was calculated utilizing ITE Land Use 710 – General Office and Land Use 925 – Drinking Place. In order to determine a rate for the ‘event’ peak hour the time of

day distributions found in Appendix A of the *Trip Generation, 10th Edition* were used to determine what percentage of the weekday trips occurred during the ‘event’ peak hour. Trip generation calculations are shown in below. Detailed trip generation calculations are provided in **Appendix G**.

Table 14 – Trip Generation – Existing Maya Hotel Development

| Land Use | FE Code | Qty | Unit | Weekday Total | Total | AM Peak Hour | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|----------------|---------|------|--------------|---------------|-------|--------------|-----|--------------|-----|-----|-------------------------|----|-----|
| | | | | | | In | Out | Total | In | Out | Total | In | Out |
| General Office | 54 | 4.65 | 1000 SF GFA | 54 | 31 | 27 | 4 | 6 | 1 | 5 | 0 | 0 | 0 |
| Drinking Place | 925 | 4.69 | 1000 SF GFA | N/A | N/A | N/A | N/A | N/A | N/A | N/A | 73 | 50 | 23 |
| | | | Total | 54 | 31 | 27 | 4 | 6 | 1 | 5 | 73 | 50 | 23 |

Potential Development under Existing Zoning

The existing site is currently zoned for Highway Commercial (C-3) land uses. C-3 zoning is intended to permit most type of commercial activities located along major streets, including shopping and office uses. With a total lot area of 12,812 SF (0.29 acres), and a maximum floor-to-area (FAR) of 1.3, allows for 16,656 SF of developable area.

Utilizing ITE 820 Shopping Center, the trip generation under the existing zoning was calculated as shown in **Table 15** below. Detailed trip generation calculations are provided in **Appendix G**.

Table 15 – Trip Generation (Existing Zoning)

| Land Use | ITE Code | Qty | Unit | Weekday | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|-----------------|----------|-----|--------------|---------|--------------|----|-----|--------------|----|-----|-------------------------|----|-----|
| | | | | Total | Total | In | Out | Total | In | Out | Total | In | Out |
| Shopping Center | 820 | 17 | 1000 SF GLA | 1,777 | 160 | 99 | 61 | 144 | 69 | 75 | 12 | 6 | 6 |
| | | | Total | 1,777 | 160 | 99 | 61 | 144 | 69 | 75 | 12 | 6 | 6 |

Proposed Development

The proposed Maya development includes the following proposed land use:

Hotel

164 rooms

The trip generation for the proposed Maya Hotel development were calculated utilizing ITE Land Use 310 – Hotel. In order to determine a rate for the ‘event’ peak hour the time of day distributions found in Appendix A of the *Trip Generation, 10th Edition* were used to determine what percentage of the weekday trips occurred during the ‘event’ peak hour. Trip generation calculations are shown in **Table 16** below. Detailed trip generation calculations are provided in **Appendix G**.



Table 16 – Trip Generation – Proposed Maya Hotel

| Land Use | ITE Code | Qty | Unit | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 P.M. | | |
|-----------------------------------|----------|-----|-------|---------------|--------------|----|-----|--------------|----|-----|---------------------------|----|-----|
| | | | | | Total | In | Out | Total | In | Out | Total | In | Out |
| Hotel | 310 | 164 | Rooms | 1,425 | 77 | 45 | 32 | 97 | 49 | 48 | 57 | 29 | 28 |
| Total | | | | 1,425 | 77 | 45 | 32 | 97 | 49 | 48 | 57 | 29 | 28 |
| Internal Interaction (10%) | | | | -143 | -8 | -5 | -3 | -10 | -5 | -5 | -6 | -3 | -3 |
| Other Travel Modes (5%) | | | | -71 | -4 | -2 | -2 | -5 | -2 | -2 | -3 | -1 | -1 |
| Total | | | | 1,211 | 65 | 38 | 27 | 82 | 42 | 41 | 48 | 25 | 24 |

Due to the mixture of residential, hotel, and commercial uses within the proposed development and the immediate area some trips will occur without utilizing the adjacent street network by walking or by combining trips. Therefore, the number of actual trips generated by the proposed development will be lower than the anticipated total trip generation. It is appropriate to apply a 10 percent reduction to account for this internal capture.

Since the proposed development is located within the entertainment district of Old Town Scottsdale, users of the proposed development will have walkable access to alternative modes of transportation including the Old Town Trolley and the city buses. To account for alternative modes of transportation including walking, biking, and transit, a 5 percent reduction was applied to the total trip generation.

The proposed Maya Hotel development is anticipated to generate 1,211 weekday daily trips with 65, 82, and 48 vehicles during the AM, PM, and 'event' peak hours, respectively.

Future Development

The future land use at each of the ten (10) additional parcels identified for future development as part of The Scottsdale Collection development is currently unknown. For the purpose of this report, it was determined that the future developments will generate a number of trips consistent with each parcel's existing land use and are therefore captured in the existing traffic volumes.

5.2. TRIP GENERATION COMPARISON

The City Center

Existing Development vs. Proposed Development

A comparison between the trips generated by the existing development (office complex) and the proposed City Center development is shown in **Table 17**.



**Table 17 – Trip Generation Comparison
(Existing vs. Proposed City Center)**

| Land Use | Weekday | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|--|--------------|--------------|-----------|-----------|--------------|------------|------------|-------------------------|-----------|-----------|
| | Total | Total | In | Out | Total | In | Out | Total | In | Out |
| Existing Land Use - General Office | 738 | 91 | 78 | 13 | 80 | 13 | 67 | 3.69 | 1 | 2.69 |
| City Center Option 3 - Hotel & Shopping Center | 5,450 | 224 | 133 | 91 | 417 | 208 | 208 | 168 | 86 | 82 |
| Difference | 4,712 | 133 | 55 | 78 | 337 | 195 | 141 | 164 | 85 | 79 |

Table 17 shows that the proposed City Center development will produce 4,712 more weekday daily trips, with 133 more trips during the AM peak hour, 337 more trips during the PM peak hour, and 164 more trips during the ‘event’ peak hour than the existing development.

Existing Zoning (1.3 F.A.R) vs. Proposed Development

A comparison between the trips generated with the buildout under the existing zoning (C-3) and the proposed City Center development is shown in **Table 18**.

**Table 18 – Trip Generation Comparison
(Existing Zoning vs. Proposed City Center)**

| Land Use | Weekday | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|--|-------------|--------------|------------|----------|--------------|------------|-------------|-------------------------|-----------|-----------|
| | Total | Total | In | Out | Total | In | Out | Total | In | Out |
| City Center - 1.3 F.A.R | 5,863 | 289 | 203 | 86 | 537 | 229 | 308 | 39 | 18 | 21 |
| City Center Option 3 - Hotel & Shopping Center | 5,450 | 224 | 133 | 91 | 417 | 208 | 208 | 168 | 86 | 82 |
| Difference | -413 | -65 | -70 | 5 | -121 | -21 | -100 | 129 | 68 | 61 |

Table 18 shows that the proposed City Center development will produce 413 less weekday daily trips, with 65 less trips during the AM peak hour, 121 less trips during the PM peak hour, and 129 more trips during the ‘event’ peak hour than the build out under the existing zoning.

The Mint

Existing Development vs. Proposed Development

A comparison between the trips generated by the existing development (office complex and night club) and the proposed Mint development is shown in **Table 19**.

**Table 19 – Trip Generation Comparison
(Existing vs. Proposed Mint)**

| Land Use | Weekday | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|---|--------------|--------------|-----------|-----------|--------------|-----------|-----------|-------------------------|-------------|------------|
| | Total | Total | In | Out | Total | In | Out | Total | In | Out |
| Existing Land Use - General Office & Drinking Place | 45 | 30 | 26 | 4 | 5 | 1 | 4 | 173 | 118 | 55 |
| The Mint Option 2 - Hotel & Shopping | 1,650 | 67 | 40 | 27 | 143 | 70 | 73 | 36 | 18 | 18 |
| Difference | 1,605 | 37 | 14 | 23 | 138 | 69 | 69 | -137 | -100 | -37 |



Table 19 shows that the proposed Mint development will produce 1,605 more weekday daily trips, with 37 more trips during the AM peak hour, 138 more trips during the PM peak hour, and 137 fewer trips during the 'event' peak hour than the existing development. It should be noted that the negative difference during the 'event' peak hour is due to the unique hours of operation for the existing Mint development.

Existing Zoning (1.3 F.A.R) vs. Proposed Development

A comparison between the trips generated with the buildout under the existing zoning (C-3) and the proposed Mint development is shown in **Table 20**.

**Table 20 – Trip Generation Comparison
(Existing Zoning (1.3 F.A.R) vs. Proposed Mint Development)**

| Land Use | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|--------------------------------------|------------------|--------------|-------------|------------|--------------|------------|-------------|-------------------------|----------|----------|
| | | Total | In | Out | Total | In | Out | Total | In | Out |
| The Mint - 1.3 F.A.R. | 3,465 | 231 | 157 | 74 | 305 | 132 | 173 | 23 | 10 | 13 |
| The Mint Option 2 - Hotel & Shopping | 1,650 | 67 | 40 | 27 | 143 | 70 | 73 | 36 | 18 | 18 |
| Difference | -1,815 | -164 | -117 | -47 | -162 | -62 | -100 | 13 | 8 | 5 |

Table 20 shows that the proposed Mint development will produce 1,815 less weekday daily trips, with 164 less trips during the AM peak hour, 162 less trips during the PM peak hour, and 13 more trips during the 'event' peak hour than the build out under the existing zoning.

Maya Hotel

Existing Development vs. Proposed Development

A comparison between the trips generated by the existing development (office complex and night club) and the proposed Maya Hotel development is shown in **Table 21**.

**Table 21 – Trip Generation Comparison
(Existing vs. Proposed Maya Hotel)**

| Land Use | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|---|------------------|--------------|-----------|-----------|--------------|-----------|-----------|-------------------------|------------|----------|
| | | Total | In | Out | Total | In | Out | Total | In | Out |
| Existing Land Use - General Office & Drinking Place | 54 | 31 | 27 | 4 | 6 | 1 | 5 | 73 | 50 | 23 |
| The Maya - Hotel | 1,211 | 65 | 38 | 27 | 82 | 42 | 41 | 48 | 25 | 24 |
| Difference | 1,157 | 34 | 11 | 23 | 76 | 41 | 36 | -25 | -25 | 1 |

Table 21 shows that the proposed Maya Hotel development will produce 1,157 more weekday daily trips, with 34 more trips during the AM peak hour, 76 more trips during the PM peak hour, and 25 fewer trips during the 'event' peak hour than the existing development. It should be noted that the negative difference during the 'event' peak hours is due to the unique hours of operation for the existing Dakota development.



Existing Zoning (1.3 F.A.R) vs. Proposed Development

A comparison between the trips generated with the buildout under the existing zoning (C-3) and the proposed Maya Hotel development is shown in **Table 22**.

**Table 22 – Trip Generation Comparison
(Existing Zoning (1.3 F.A.R) vs. Proposed Maya Hotel)**

| Land Use | Weekday Total | AM Peak Hour | | | PM Peak Hour | | | Special Peak - 10:30 PM | | |
|------------------------|------------------|--------------|-----|-----|--------------|-----|-----|-------------------------|----|-----|
| | | Total | In | Out | Total | In | Out | Total | In | Out |
| Maya Hotel - 1.3 F.A.R | 1,777 | 160 | 99 | 61 | 144 | 69 | 75 | 12 | 6 | 6 |
| The Maya - Hotel | 1,211 | 65 | 38 | 27 | 82 | 42 | 41 | 48 | 25 | 24 |
| Difference | -566 | -95 | -61 | -34 | -62 | -27 | -34 | 36 | 19 | 17 |

Table 22 shows that the proposed Maya Hotel will produce 566 less weekday daily trips, with 95 less trips during the AM peak hour, 62 less trips during the PM peak hour, and 36 more trips during the ‘event’ peak hour than the build out under the existing zoning.

5.3. TRIP DISTRIBUTION AND ASSIGNMENT

The trip distribution procedure determines the general pattern of travel for vehicles entering and leaving the proposed development. The trip distribution for The Scottsdale Collection development is based on the distribution of the existing traffic. This project is being developed in a primarily developed area, so it can be assumed that the existing trip distribution will remain. The trip distribution is shown in **Figure 6**.

The trip assignment was generally based on proximity of the driveways, permitted turn movements, as well as ease and probability of use.

For the purposes of this report it is assumed that The Scottsdale Collection development will be a phased project. For the 5 year (year 2025) analysis it is assumed that both the City Center and the Maya Hotel parcels will be complete. For the 10 year (year 2030) analysis it is assumed that all three (3) of the proposed parcels will be developed.

It was assumed that once the proposed developments were constructed, the existing developments would be removed, so the difference in the existing versus the proposed was used as the site generated traffic volumes. The site generated traffic volumes for both the year 2025 and the year 2030 are shown in **Figure 7**, **Figure 8**, **Figure 9**, and **Figure 10**, respectively.



8. TURN LANE ANALYSIS

8.1. TURN LANE WARRANTS

Turn lanes or deceleration lanes, allow vehicles exiting a roadway to slow to a reduced speed to execute a turn without impeding the main flow of traffic. Some intersection traffic volumes were not available due to Covid-19, and therefore were excluded from this analysis.

The City of Scottsdale 2018 *Design Standards & Policies Manual* Section 5.3.206 deceleration lane criteria is analyzed below for the study intersections where traffic volumes were available.

Right Turn Lane

Deceleration lanes are required at all new driveways on major arterials and at new commercial/retail driveways on minor arterials. To determine the need for a deceleration lane on streets classified as a minor arterial or collector, use the following criteria:

- A. At least 5,000 vehicle per day are expected to be using the street.
- B. The roadway's 85th percentile speed limit is at least 35 mph.
- C. At least 30 vehicles will make right-turns into the driveway during a 1-hour period.

The site driveways were evaluated using the City of Scottsdale deceleration lane criteria. See **Table 31**.

Table 31 –Right Turn Lane Criteria Analysis

| Year | Scenario | On | At | No. Thru Lanes | Speed Limit | ADT | Peak Hour | Right Turn | | |
|------|----------|-----------------|-----------------|----------------|-------------|--------|-----------|------------|-------|-----------|
| | | | | | | | | Direction | Right | Warranted |
| 2025 | No Build | Camelback Road | Brown Ave | 2 | 35 | 23,186 | AM | EB | 105 | YES |
| | | | | | | | PM | | 40 | |
| 2030 | Build | Camelback Road | Saddlebag Trail | 2 | 25 | 25,599 | AM | EB | 9 | NO |
| | | | | | | | PM | | 46 | |
| 2030 | Build | Shoeman Lane | Driveway A | 1 | 25 | 4,200 | AM | SB | 45 | NO |
| | | | | | | | PM | | 69 | |
| 2030 | Build | Scottsdale Road | Driveway B | 3 | 30 | 27,306 | AM | NB | 10 | NO |
| | | | | | | | PM | | 22 | |
| 2030 | Build | Brown Ave | Driveway C | 1 | 25 | 3,220 | AM | SB | 9 | NO |
| | | | | | | | PM | | 28 | |
| 2030 | Build | Brown Ave | Driveway D | 1 | 25 | 3,220 | AM | SB | 7 | NO |
| | | | | | | | PM | | 26 | |
| 2030 | Build | Scottsdale Road | Shoeman Lane | 3 | 30 | 27,306 | AM | NB | 121 | NO |
| | | | | | | | PM | | 95 | |

According to the criteria listed above, an eastbound right turn lane along Camelback Road at Brown Avenue, is warranted with background (no-build) 2025 traffic volumes.



9. RECOMMENDATIONS & CONCLUSIONS

In summary and as included in the discussion and analyses throughout this report, the following are recommended improvements:

- **Camelback Road and Brown Avenue (5)**
 - Construct 100-foot eastbound right turn deceleration lane.
 - Install signing to prohibit northbound left turning movement during peak hours (hours to be coordinated with the City of Scottsdale Transportation).
- **Civic Center Plaza and Driveway G (18)**
Buildout of full access driveway at the existing intersection of Civic Center Plaza and Indian Plaza.
- **Shoeman Lane and Driveway A (27)**
Buildout of full access driveway approximately 250 feet east of Scottsdale.
- **Scottsdale Road and Driveway B (28)**
Buildout of right-in/right-out driveway approximately 270 feet south of Camelback Road.
- **Brown Avenue and Driveway C (29)**
Buildout of full access driveway approximately 180 feet south of Camelback.
- **Brown Avenue and Driveway D (30)**
Buildout of full access driveway approximately 280 feet south of Camelback.
- **Saddlebag Trail and Driveway E (31)**
Buildout of access driveway allowing right in and lefts out approximately 140 feet south of Camelback Road.
- **Civic Center Plaza and Driveway F (32)**
Buildout of full access driveway approximately 160 feet south of Camelback Road.
- **Buckboard Trail and Driveway H (33)**
Buildout of access driveway approximately 400 feet south of Camelback Road.

As with any new development and potential change in traffic patterns, the following is recommended:

- **Monitor and Adjust Signal Timing**
Monitor traffic patterns in the area and if necessary, adjust nearby signal timing



1. Executive Summary

Lōkahi, LLC (Lōkahi) was retained by Stockdale Capital Partners, LLC to complete a Parking Master Plan for three components of The Scottsdale Collection development. The development is located on the southeast corner (SEC) of Scottsdale Road and Camelback Road in Scottsdale, Arizona.

The proposed parking provided at all of the proposed development sites - the City Center, Mint, and Hotel Maya - will meet and exceed the parking demand. The parking for Hotel Maya is provided at the adjacent W Hotel and proposed flexible plaza located directly south of development. The peak parking demand for the proposed developments typically occur overnight and on weekends during off-peak times for area office and retail uses.

The Scottsdale Collection development will include three development areas which proposes the following land uses:

- Parcel A (City Center)
 - Option 1
Hotel 214 rooms
Multi-Family Residential 106 units (53 one-bedroom, 53 two-bedroom)
Retail/Restaurant 41,109 square feet
 - Option 2
Multi-Family Residential 237 units (118 one-bedroom, 119 two-bedroom)
Retail/Restaurant 46,887 square feet
 - Option 3
Hotel 449 rooms
Retail/Restaurant 46,887 square feet
- Parcel B (Mint)
 - Option 1
Multi-Family Residential 62 units (31 one-bedroom, 31 two-bedroom)
Retail/Restaurant 27,561 square feet
 - Option 2
Hotel 116 rooms
Retail/Restaurant 28,016 square feet
- Parcel C (Maya Hotel)
 - Hotel 164 rooms

The multi-family residential units in the City Center and Mint scenarios will be all for-purchase condominium units.





The following ten (10) parcels are additional properties identified for future development as part of The Scottsdale Collection:

1. Parcel 173-41-086A
2. Parcel 173-41-083A
3. Parcel 173-41-087
4. Parcel 173-41-145
5. Parcel 173-41-146
6. Parcel 173-41-174
7. Parcel 173-41-257
8. Parcel 173-41-258
9. Parcel 173-41-259
10. Parcel 173-41-265

The redevelopment of these sites is uncertain in terms of timing as well as land use. At a future date, when and if these sites are considered for redevelopment, it is planned to provide adequate parking for the specific land use on each respective site.

This Parking Master Plan focuses on Parcels A (City Center), B (Mint), and C (Maya Hotel), where conceptual plans are underway.

Proposed Parking

The Scottsdale Collection development anticipates providing the following parking stalls:

- | | |
|--------------------------|--------------------------|
| • Parcel A (City Center) | 521 parking stalls |
| • Parcel B (Mint) | 242 parking stalls |
| • Parcel C (Maya) | Remote parking agreement |

The goal of this Parking Master Plan is to define the parking needs for the three development areas for The Scottsdale Collection development without providing an overabundance of parking; for an overabundance of parking is a waste of resources (both public and private) and runs counter to many principles of more walkable communities, which is a part of the vision for Old Town Scottsdale.

Multi-Family

Multi-family residents still depend on vehicles to get around. However, the recent trends show that they are less dependent on their vehicles than in past years, particularly in urban areas. Residents who choose to live in downtown areas are opting to live where they can walk to bike to nearby amenities such as coffee shops, restaurants, stores, etc.



With the goal of understanding current parking demands of multi-family residences located in urban areas, trends both locally and nationally were evaluated

Local – Parking Demand Data Collection

Three independent parking demand data collection efforts were conducted at Scottsdale multi-family developments. All three developments were located within walking and biking distance to nearby amenities such as coffee shops, restaurants, retail/shopping, etc. The data was collected in recent months on both a typical weekday and typical weekend evening and therefore, reflects current parking demand trends.

- **Broadstone Waterfront**

Broadstone Waterfront provides its residents a total of 1.53 parking stalls per unit, which was found to be more than adequate parking to meet the parking demand of its residents. This data collection effort consisted of collecting parking demand data at adjacent nearby parking and showed no parking overflow in these areas. The 1.53 parking stalls per unit provided for Broadstone Waterfront residents may in fact reflect an overabundance of parking. For the purposes of this analysis, and as a conservative estimate, it is assumed all of the **1.02 parking stalls per bedroom** is needed to meet the Broadstone Waterfront parking demand.

- **Dwell**

The peak parking demand for Dwell is **0.75 parking stalls per bedroom**.

- **Las Aguas**

The peak parking demand for Las Aguas is **1.09 parking stalls per bedroom**.

Local – Census Data

United States Census Bureau census data for vehicle ownership specifically for the area of The Scottsdale Collection development was evaluated. The number of vehicles owned per household has shown to vary throughout the Phoenix metropolitan area. Therefore, by narrowing census data to the development area, the vehicle ownership characteristics of residents living in this area is captured. A vehicle ownership rate of **1.13 vehicles per unit** was reported.

National – ITE and ULI Publications

Two nationally accepted publications, ITE's *Parking Generation*, 5th Edition, and ULI's *Shared Parking*, 3rd Edition are sources for estimating parking demand based on research and experiences of planners, government agencies, consultants, and engineers. The average weekend peak period parking demand based on the ITE publication is **0.77 parking stalls per bedroom**, and using a conservative mix of units, the weekday and weekend ULI publication results in a ratio of **0.92 and 0.95 parking stalls per bedroom, respectively**.



National – Parking Trends

There is a great deal of information in various publications regarding parking needs of multi-family developments. The **overriding theme is that there are ongoing changes in land use and transportation that are driving down the demand for parking.**

According to “People Over Parking” published by the American Planning Association (October 2018), “tinkering with minimum parking requirements is not new...what's different now is an evolving understanding that urban lifestyles are changing, **traditional parking ratios are outdated, and too much supply can be as harmful as too little.**” Two groups, TransForm and Center for Neighborhood Technology, conducted surveys during the middle of the night at apartments on the West Coast and Chicago and found that consistently “one-quarter to one-third of spaces sat empty.”

Conclusion

Evaluating data collected at three multi-family residential development located in the Scottsdale, analyzing census data of vehicle ownership for the area containing The Scottsdale Collection development, examining average peak parking occupancy rates reported in two national publications, and factoring in recent parking trends, the parking demand falls within a range of 0.75 to 1.09 parking stalls per bedroom.

As a general engineering practice, infrastructure is not built to accommodate absolute peak demands. There is a balance between building-out adequate infrastructure for a reasonable demand level. Empty private parking stalls do not serve the interest of the community, development, the City of Scottsdale or the public at-large.

Therefore, for The Scottsdale Collection development, it is recommended that 1.10 parking stalls per bedroom be provided. It should be noted, census data of the area along with national data supports even lower parking stalls per unit ratios.

The 1.10 parking stalls per bedroom is an additional 10% over Scottsdale Code. For The Scottsdale Collection, where the assumption is a 50/50 split between one and two-bedroom units, results in **an additional stall for every 7.5 units.**

Hotel

Located in the heart of Old Town Scottsdale, The Scottsdale Collection is located within close proximity to nearby shopping, restaurants and night life, which promotes and invites alternative modes of travel. Additionally, free trolley services are provided by the City of Scottsdale and the growing popularity of rideshare services such as Uber and Lyft, and bikeshare services, all contribute to reducing the reliance on personal vehicles, and thereby reducing parking demand.



Rideshare data collected from Phoenix Sky Harbor from June 2016 through July 2019 show rideshare has grown from approximately 20,000 trips to 171,000 trips over 38 months, which is a 756.1% growth. Based on the data, rideshare is trending upwards year after year. Hotel parking demand is highly tied to ride share statics as hotel patrons are opting to use ride share over renting vehicles especially in downtown areas.

With the goal of understanding current parking demands of hotels located in urban areas, trends both locally and nationally were evaluated

Local – W Hotel Data

The W Hotel is located between the proposed City Center and Maya Hotel sites. Daily overnight parking transaction totals were analyzed for four years, 2016 through 2019. The maximum parking reduced by 23.7% over the course of the four year for an **average annual drop of nearly 8% per year**. The most recent year showed a maximum occupancy of **0.43 parking stalls per available guest room**.

Local – Parking Demand Data Collection

Three independent parking demand data collection efforts were conducted at three Old Town Scottsdale hotel developments. All three developments were located within walking and biking distance to nearby amenities such as coffee shops, restaurants, retail/shopping, etc.

- **Old Town Scottsdale Hotel A**
Parking demand data was collected at Old Town Scottsdale Hotel A in 2018. The peak parking demand for Old Town Scottsdale Hotel A is **0.44 parking stalls per available hotel room**. Applying the average annual parking reduction experienced at the W Hotel to Old Town Scottsdale Hotel A would result in **0.37 occupied parking stalls per available room**.
- **Old Town Scottsdale Hotel B**
Parking demand data was collected at Old Town Scottsdale Hotel B in 2018. The peak parking demand for Old Town Scottsdale Hotel B is **0.59 parking stalls per available hotel room**. This data was collected when the hotel reported a 91.8% room occupancy. Applying the average annual parking reduction experienced at the W Hotel to Old Town Scottsdale Hotel B would result in **0.49 occupied parking stalls per available room**.
- **Old Town Scottsdale Hotel C**
Parking demand data was collected at Old Town Scottsdale Hotel C in 2020. The peak parking demand for Old Town Scottsdale Hotel C is **0.65 parking stalls per available hotel room**. This data was collected when the hotel reported a 100% room occupancy.



The identities are not disclosed to protect the privacy of these hotels.

Local – Experience Scottsdale Data

Experience Scottsdale conducted a survey of Old Town Scottsdale hotel. Based on the survey, 89% of the hotel need one parking for every two or three rooms. Using the higher of rate results in **0.5 parking stalls per available guest room**. Applying the average annual parking reduction experienced at the W Hotel would result in **0.42 occupied parking stalls per available room**.

National – Ace Parking Analysis

Ace Parking provided monthly parking data for more than 80 hotels for the year 2017. The data included hotels from across the United States, ranging from a 35 to a 1,628 guest room hotel, from ALoft San Francisco to The Phoenician in Phoenix. A detailed parking analysis was conducted to determine the parking demand of these eighty plus hotels.

The data showed that on the highest day (Saturday) of each month none of the hotels exceed 0.8 parking stalls per total number of guest rooms. Applying the average annual parking reduction experienced at the W Hotel to the 2017 Ace data results in a maximum parking demand of **0.61 occupied parking stalls per available room**.

National – Parking Trends

There is a great deal of recent information in various publications regarding parking needs. A recent (February 24, 2018) article found on **Fortune.com** reports that Ace Parking CEO John Baumgardner says that demand for parking in San Diego hotels has dropped. The article states: “Even back in 2015, cities were already relaxing zoning requirements that set minimum parking allotments, and there are now even more signs that city planners are thinking differently about parking.”

Additionally, the growing popularity of rideshare services such as Uber and Lyft, and bikeshare services, all contribute to reducing the reliance on personal vehicles, and thereby reducing parking demand.

Conclusion

Evaluating the four most recent years of parking data at the W Hotel showed parking demand drops year after year for an 8% average drop annually. Analyzing local parking data collected at four nearby hotels during peak occupancy periods results in a peak parking demand range between 0.43 and 0.65. Experience Scottsdale Old Town hotel surveys further confirms this range. Additionally, national parking data at more than 80 hotels was evaluated. Applying the annual reduction experienced at the W Hotel, none of the 80 hotels would exceed a parking demand of 0.61 parking stall per available hotel room.



As mentioned previously, the growing popularity of rideshare services such as Uber and Lyft, and bikeshare services, has disrupted the hotel parking demand which has been trending downward year after year.

As previously mentioned, as a general engineering practice, infrastructure is not built to accommodate absolute peak demands. There is a balance between building-out adequate infrastructure for a reasonable demand level. Empty private parking stalls do not serve the interest of the community, development, the City of Scottsdale or the public at-large.

Therefore, The Scottsdale Collection development would provide sufficient parking utilizing a rate of 0.65 parking stalls per available hotel room. However, as a conservative approach, a previously accepted rate of 0.80 was utilized to calculate the parking demand.

The recommended parking supply ratios for The Scottsdale Collection are as follows:

- Multi-family development 1.10 per bedroom (max)
- Hotel 0.80 per guest room (max)

The following City of Scottsdale non-residential parking criteria was used for retail and restaurant land uses:

- Mixed-Use Developments
 - Nonresidential area 1 per 350 sf of gross floor area (GFA)

The City Center and Mint are both mixed-use developments where the City of Scottsdale Code of Ordinances provides shared use parking calculations.



City Center Parking Calculations

Applying the maximum recommended multi-family and hotel parking ratios, the City of Scottsdale's parking requirement for the nonresidential component of mixed-use development, and shared use parking calculations to the three (3) possible options for the City Center results in the following:

City Center: Option 1 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Residential | 175 | 175 | 96 | 149 | 175 | 114 | 131 |
| Restauratant and Bars | 59 | 30 | 41 | 59 | 27 | 41 | 59 |
| Retail | 59 | 0 | 59 | 47 | 0 | 59 | 35 |
| Hotel | 172 | 172 | 112 | 155 | 172 | 112 | 138 |
| Total | 465 | 377 | 308 | 410 | 374 | 326 | 363 |
| Difference From Provided | 56 | 144 | 213 | 111 | 147 | 195 | 158 |
| % Difference | 12.0% | 38.2% | 69.2% | 27.1% | 39.3% | 59.8% | 43.5% |

City Center: Option 2 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Residential | 392 | 392 | 216 | 333 | 392 | 255 | 294 |
| Restauratant and Bars | 67 | 34 | 47 | 67 | 30 | 47 | 67 |
| Retail | 67 | 0 | 67 | 54 | 0 | 67 | 41 |
| Total | 526 | 426 | 330 | 454 | 422 | 369 | 402 |
| Difference From Provided | -5 | 95 | 191 | 67 | 99 | 152 | 119 |
| % Difference | -1.0% | 22.3% | 57.9% | 14.8% | 23.5% | 41.2% | 29.6% |

City Center: Option 3 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Restauratant and Bars | 67 | 34 | 47 | 67 | 30 | 47 | 67 |
| Retail | 67 | 0 | 67 | 54 | 0 | 67 | 40 |
| Hotel | 360 | 360 | 234 | 324 | 360 | 234 | 288 |
| Total | 494 | 394 | 348 | 445 | 390 | 348 | 395 |
| Difference From Provided | 27 | 127 | 173 | 76 | 131 | 173 | 126 |
| % Difference | 5.5% | 32.2% | 49.7% | 17.1% | 33.6% | 49.7% | 31.9% |



Using the recommended parking ratios for the multi-family and hotel land uses, paired with City of Scottsdale shared parking calculations for mixed use developments, the City Center parking demand at a maximum would fall between 410 and 454 parking stalls depending on the site plan option selected. With 521 proposed parking stalls provided for the proposed City Center development, the three (3) options results in a surplus between 67 (14.8%) and 111 (27.1%) parking stalls.

Mint Parking Calculations

Similarly, applying the maximum recommended multi-family and hotel parking ratios, the City of Scottsdale's parking requirement for the nonresidential component of mixed-use development, and shared use parking calculations to the two (2) possible options for the Mint results in the following:

Mint: Option 1 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Residential | 103 | 103 | 57 | 88 | 103 | 67 | 77 |
| Restauratant and Bars | 40 | 20 | 28 | 40 | 18 | 28 | 40 |
| Retail | 39 | 0 | 39 | 32 | 0 | 39 | 24 |
| Total | 182 | 123 | 124 | 160 | 121 | 134 | 141 |
| Difference From Provided | 60 | 119 | 118 | 82 | 121 | 108 | 101 |
| % Difference | 33.0% | 96.7% | 95.2% | 51.3% | 100.0% | 80.6% | 71.6% |

Mint: Option 2 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Restauratant and Bars | 41 | 21 | 29 | 41 | 18 | 29 | 41 |
| Retail | 40 | 0 | 40 | 32 | 0 | 40 | 24 |
| Hotel | 93 | 93 | 60 | 84 | 93 | 60 | 74 |
| Total | 174 | 114 | 129 | 157 | 111 | 129 | 139 |
| Difference From Provided | 68 | 128 | 113 | 85 | 131 | 113 | 103 |
| % Difference | 39.1% | 112.3% | 87.6% | 54.1% | 118.0% | 87.6% | 74.1% |

Using the recommended maximum parking ratios for the multi-family and hotel land uses, paired with City of Scottsdale shared parking calculations for mixed use developments, the Mint parking demand at a maximum would fall between 157 and 160 parking stalls depending on the site plan option selected. With 242 proposed parking stalls provided for the proposed Mint development, the two (2) options results in a surplus between 82 (51.3%) and 85 (54.1%) parking stalls.



Hotel Maya Parking Calculations

Hotel Maya will consist of 164 hotel rooms and will always operate with a valet service. The valet will be located at the entrance to the site, along Buckboard Trail. The valet service will park guest vehicles in nearby shared parking garages. The Hotel Maya will have a shared parking agreement with the nearby W Hotel, which is also owned and operated by Stockdale Capital Properties, LLC. Additionally, Hotel Maya will utilize the proposed 22 parking stalls at the flexible plaza located directly south of the proposed hotel.

Parking demand calculations including the maximum hotel parking ratio of 0.80 parking stalls per available room was calculated.

For Hotel Maya, 132 parking stalls is anticipated to provide adequate parking to exceed the maximum parking demand.

W Hotel

The W Hotel is located immediately adjacent just west of the proposed Hotel Maya. The peak parking demand for the W Hotel is 104 parking stalls. With 218 parking stalls, **during peak times there is a surplus of 114 parking stalls.**

Additionally, the proposed flexible plaza located directly south of the proposed Hotel Maya can accommodate an additional 22 parking stalls.

This surplus accommodates the proposed Hotel Maya's maximum parking demand 100% of the time, with an excess of 4 parking stalls.

Additionally, The Scottsdale Collection development also supports a number of the strategies included in the City of Scottsdale's 2015 *Downtown Parking Study*.

More Accurate and Flexible Standards – *Adjust parking standards to more accurately reflect demand in a particular situation (10-30% reduction).*

The aim of this Parking Master Plan is to provide a more accurate, flexible, customized standard for parking based on specific needs of The Scottsdale Collection. The goal of the analysis presented is to build adequate parking, but not an overabundance of parking. For too much parking is a waste of resources, resources that can be used to better meet the goals of the Old Town Scottsdale Character Area Plan. Too much parking works against walkability. Greater walkability is one of the chief aims of the Character Area Plan.

Smart Growth – *Encourage more compact, mixed, multi-modal development to allow more parking sharing and use alternative modes (10-30% reduction).*



The overall master plan for The Scottsdale Collection is based on the very concept of smart growth: more compact, mixed, and multi-modal. Much of the circulation plan is based on strengthening pedestrian connections and complete street strategies.

The proposed parking provided at all of the proposed development sites - the City Center, Mint, and Hotel Maya - will meet and exceed the parking demand. The parking for Hotel Maya is provided at the adjacent W Hotel and proposed flexible plaza located directly south of development. The peak parking demand for the proposed developments typically occur overnight and on weekends during off-peak times for area office and retail uses.



2. Introduction

Lōkahi, LLC (Lōkahi) was retained by Stockdale Capital Partners, LLC to complete a Parking Master Plan for three developments within the The Scottsdale Collection development. The development is located on the southeast corner (SEC) of Scottsdale Road and Camelback Road in Scottsdale, Arizona.

The Scottsdale Collection development will include three development areas which proposes the following land uses:

- Parcel A (City Center)
 - Option 1
Hotel 214 rooms
Multi-Family Residential 106 units (53 one-bedroom, 53 two-bedroom)
Retail/Restaurant 41,109 square feet
 - Option 2
Multi-Family Residential 237 units (118 one-bedroom, 119 two-bedroom)
Retail/Restaurant 46,887 square feet
 - Option 3
Hotel 449 rooms
Retail/Restaurant 46,887 square feet
- Parcel B (Mint)
 - Option 1
Multi-Family Residential 62 units (31 one-bedroom, 31 two-bedroom)
Retail/Restaurant 27,561 square feet
 - Option 2
Hotel 116 rooms
Retail/Restaurant 28,016 square feet
- Parcel C (Maya Hotel)
Hotel 164 rooms

The multi-family residential units in the City Center and Mint scenarios will be all for-purchase condominium units.

The following ten (10) parcels are additional properties identified for future development as part of The Scottsdale Collection:

1. Parcel 173-41-086A
2. Parcel 173-41-083A
3. Parcel 173-41-087
4. Parcel 173-41-145





5. Parcel 173-41-146
6. Parcel 173-41-174
7. Parcel 173-41-257
8. Parcel 173-41-258
9. Parcel 173-41-259
10. Parcel 173-41-265

The redevelopment of these sites is uncertain in terms of timing as well as land use. At a future date, when and if these sites are considered for redevelopment, it is planned to provide adequate parking for the specific land use on each respective site.

This Parking Master Plan focuses on Parcels A (City Center), B (Mint), and C (Maya Hotel), where conceptual plans are underway.

Scope of Study

The goal of this Parking Master Plan is to **define the parking needs for the three development areas for The Scottsdale Collection development without providing an overabundance of parking; for an overabundance of parking is a waste of resources (both public and private) and runs counter to many principles of more walkable communities**, which is a part of the vision for Old Town Scottsdale.

As noted in Urban Land Institute publication *The Dimensions of Parking*, 5th Ed.:

“In recent years, three separate but related planning approaches have focused attention on the negative impacts of the “more is better” philosophy of parking: smart growth, transit oriented development, and new urbanism. All three approaches strive to use land more efficiently, contribute to the availability of affordable housing, reduce dependence on automobile travel, and create more livable communities. All three also rely heavily on the same things: mixed use, higher density, buildings at the sidewalk, less private and more public open space, smaller blocks, narrow streets with wider sidewalks, street trees and lighting, lower parking ratios, shared parking, parking behind buildings, and on-street parallel parking.”

Many of these components are integral to The Scottsdale Collection development and the Parking Master Plan.

Surrounding Area

The Scottsdale Collection development is located in the Entertainment District of Old Town Scottsdale. The Entertainment District is bordered by Camelback Road, 6th Avenue, Scottsdale Road, and Miller Road to the north, south, west, and east, respectively. The Scottsdale Fashion Square and Scottsdale Waterfront developments are located to the west, across Scottsdale Road.





Additionally, several other commercial and residential developments border the Entertainment District to the east, north, and south. The Arizona Canal runs northeast beneath the south and east legs of the Scottsdale Road and Camelback Road intersection.

The proposed City Center site is bordered by Camelback Road, Shoeman Lane, Scottsdale Road, and Brown Avenue to the north, south, west, and east, respectively. The W Hotel is located directly east, across Brown Avenue and the proposed Marquee development is located directly south, across Shoeman Lane.

The proposed Mint development is bordered by Camelback Road to the north, Civic Center Plaza along the developments southern and eastern border, and Saddlebag Trail to the west. Additionally, commercial developments are located across all bordering roadways.

The proposed Maya Hotel is bordered by Indian Plaza, Shoeman Lane, Buckboard Trail, and commercial developments to the north, south, west, and east, respectively. The W Hotel is located directly west, across Buckboard Trail. Additionally, commercial developments are located across Indian Plaza and Shoeman Lane.

See **Figure 1** for a vicinity map.



3. Proposed Development

The study area is located at the heart of the Entertainment District in the City of Scottsdale, Arizona, approximately two miles west of State Route Loop 101 (SR 101L) and four and a half miles north of State Route Loop 202 (SR 202L). The proposed site will be located on the southeast corner of Scottsdale Road and Camelback Road.

The Scottsdale Collection development will include three development areas which proposes the following land uses:

- Parcel A (City Center)
 - Option 1
Hotel 214 rooms
Multi-Family Residential 106 units (53 one-bedroom, 53 two-bedroom)
Retail/Restaurant 41,109 square feet
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Retail/Restaurant 46,887 square feet
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Hotel 449 rooms
Retail/Restaurant 46,887 square feet
- Parcel B (Mint)
 - Option 1
Multi-Family Residential 62 units (31 one-bedroom, 31 two-bedroom)
Retail/Restaurant 27,561 square feet
 - Option 2
Hotel 116 rooms
Retail/Restaurant 28,016 square feet
- Parcel C (Maya Hotel)
Hotel 164 rooms

The multi-family residential units in the City Center and Mint scenarios will be all for-purchase condominium units.

The following ten (10) parcels are additional properties identified for future development as part of The Scottsdale Collection:

1. Parcel 173-41-086A
2. Parcel 173-41-083A
3. Parcel 173-41-087
4. Parcel 173-41-145





5. Parcel 173-41-146
6. Parcel 173-41-174
7. Parcel 173-41-257
8. Parcel 173-41-258
9. Parcel 173-41-259
10. Parcel 173-41-265

See **Figure 2** and **Appendix A** for the proposed site plan.

Proposed Parking

The Scottsdale Collection development anticipates providing the following parking stalls:

- | | |
|--------------------------|--|
| • Parcel A (City Center) | 521 parking stalls |
| • Parcel B (Mint) | 242 parking stalls |
| • Parcel C (Maya) | Remote parking agreement (See Section 7) |



4. Multi-Family

Multi-family residents still depend on vehicles to get around. However, they recent trends show that they are less dependent on their vehicles than in past years, particularly in urban areas. Residents who choose to live in downtown areas are opting to live where they can walk to bike to nearby amenities such as coffee shops, restaurants, stores, etc. This section analyzes the current multi-family parking demand.

4.1. Broadstone Waterfront

Broadstone Waterfront is a luxury multi-family development located in Old Town Scottsdale located less than 1,000 feet west of The Scottsdale Collection development. This is a premier residential development boasting luxury and elegant living situated in the midst of a multitude of restaurants and retail amenities.

There has been recent concern expressed in the community that Broadstone Waterfront is under parked and resident parking overflows into the adjacent Nordstrom parking garage and on-street parking along Marshall Way. Therefore, in response to this concern, parking occupancy data was collected at the Scottsdale Fashion Square Nordstrom parking garage, which is located on the north side of Via Soleri Drive. The distance between the entrance to this garage and the Broadstone Waterfront garage is approximately 60 feet. Parking occupancy data was also collected for the on-street parking stalls lined along Marshall Way south of Camelback Road. These on-street angled parking stalls are located adjacent and in very near proximity to the Broadstone Waterfront development.

Data was collected on a typical weeknight and weekend night, Thursday, April 2, 2020 and Saturday, April 4, 2020. Parking occupancy was recorded between the hours of midnight to 6:00 am every 30 minutes. The results of the data show:

Thursday, April 2, 2020

Nordstrom Parking Garage
Marshall Way

midnight to 6:00 am
midnight to 2:00 am
2:30 am to 6:00 am

0 vehicles parked
2-3 vehicles parked
0 vehicles parked

Saturday, April 4, 2020

Nordstrom Parking Garage
Marshall Way

midnight to 6:00 am
midnight to 6:00 am

0 vehicles parked
0 vehicles parked

Detailed parking occupancy data sheets are provided in **Appendix B**.



Broadstone Waterfront occupancy at the time of data collection was 95.4%. It should also be noted that this parking data was collected during “stay at home” orders during COVID-19 which went into effect on March 31, 2020. This would imply that the majority or all of the vehicles for Broadstone Waterfront residents would be parked.

Analyzing the parking occupancy data, it can be concluded that the Broadstone Waterfront development provides sufficient parking for their residents as essentially no on-street and garage parking was observed. This was also the second time parking occupancy data was collected in this area. The prior data collection occurred in June of 2019 and concluded with similar findings.

Broadstone Waterfront has a total of 259 units (130 studio/1-bedroom, and 126 2-bedroom) with a total of 396 parking stalls dedicated for residential use. Therefore, **a total of 1.02 parking stalls per bedroom are provided for the Broadstone Waterfront development** which provides more than adequate number of parking stalls.



4.2. Dwell

Dwell is another multi-family development located in Scottsdale near shopping, dining, schools, banks and entertainment venues. It is located one-tenth mile north of the intersection of McDowell Road and 70th Street, and provides 193 multi-family dwelling units. The following is a breakdown of the units available at Dwell:

- Studio 21 units
- One-Bedroom 92 units
- Two-Bedroom 80 units

Similar to Broadstone Waterfront, data was collected on a typical weeknight and weekend night. On Wednesday, March 4th and Saturday, March 7th, 2020, parking occupancy counts were collected every 30 minutes from midnight to 6:00 am. At the time of the data collection, Dwell reported an occupancy of 96.9%.

A summary of the parking occupancy data collected at the Dwell development is shown in **Table 1** below. Detailed parking occupancy data sheets are provided in **Appendix B**.

Table 1 – Dwell Parking Occupancy Data Collection

| Date: | 3/4/2020 | 3/7/2020 |
|--------------------------------|-----------------|-----------------|
| Day of Week: | Thursday | Saturday |
| Time | Occupied Stalls | Occupied Stalls |
| 12:00AM | 198 | 194 |
| 12:30AM | 198 | 195 |
| 1:00AM | 205 | 195 |
| 1:30AM | 201 | 195 |
| 2:00AM | 203 | 199 |
| 2:30AM | 205 | 198 |
| 3:00AM | 203 | 200 |
| 3:30AM | 203 | 199 |
| 4:00AM | 203 | 205 |
| 4:30AM | 193 | 196 |
| 5:00AM | 193 | 197 |
| 5:30AM | 190 | 193 |
| 6:00AM | 184 | 192 |
| Maximum | 205 | 205 |
| Ratio (occupied stall/bedroom) | 0.75 | 0.75 |



During the time of the observations, the maximum parking occupancy count was 205 stalls, which occurred during both Wednesday and Saturday. This represents a **peak parking demand of 0.75 occupied parking stalls per bedroom.**



4.3. Las Aguas

Las Aguas is a multi-family development boasting to be a community located close to everything important to their residents. It is located just minutes from Desert Botanical Garden, the Phoenix Zoo and ample golf courses with easy access to shopping, dining and recreation. It is located approximately one-third mile east of the intersection of McDowell Road and 64th Street and provides 154 multi-family dwelling units. The following is a breakdown of the units available at Las Aguas:

- One-Bedroom 95 units
- Two-Bedroom 59 units

Similar to Broadstone Waterfront and Dwell, data was collected on a typical weeknight and weekend night. On Wednesday, April 2nd and Saturday, April 4th, 2020, parking occupancy counts were collected every 30 minutes from midnight to 6:00 am. At the time of the data collection, Las Aguas reported an occupancy of 99.3.

Las Aguas provides the following parking options for its residents:

- 101 surface stalls
- 123 garage stalls
- 51 single-vehicle garage stalls

At the time of the data collection, Las Aguas indicated that two (2) of the single-vehicle parking garage stalls were being utilized for on-site maintenance operations, while the remaining 49 were leased by residents. Therefore, as a conservative approach, the 49 single-vehicle parking garage stalls were considered to be fully occupied.

A summary of the parking occupancy data collected at the Las Aguas development is shown in **Table 2**. Detailed parking occupancy data sheets are provided in **Appendix B**.



Table 2 – Las Aguas Parking Occupancy Data Collection

| Date: | 4/1/2020 | 3/7/2020 |
|--------------------------------|-----------------|-----------------|
| Day of Week: | Wednesday | Saturday |
| Time | Occupied Stalls | Occupied Stalls |
| 12:00AM | 229 | 230 |
| 12:30AM | 230 | 230 |
| 1:00AM | 230 | 232 |
| 1:30AM | 230 | 231 |
| 2:00AM | 230 | 231 |
| 2:30AM | 230 | 231 |
| 3:00AM | 230 | 232 |
| 3:30AM | 230 | 232 |
| 4:00AM | 230 | 233 |
| 4:30AM | 230 | 233 |
| 5:00AM | 230 | 232 |
| 5:30AM | 229 | 230 |
| 6:00AM | 227 | 227 |
| Maximum | 230 | 233 |
| Ratio (occupied stall/bedroom) | 1.08 | 1.09 |

During the time of the observations, the maximum parking occupancy count was 233 stalls, which occurred during on Saturday. This represents a **peak parking demand of 1.09 occupied parking stalls per bedroom**.



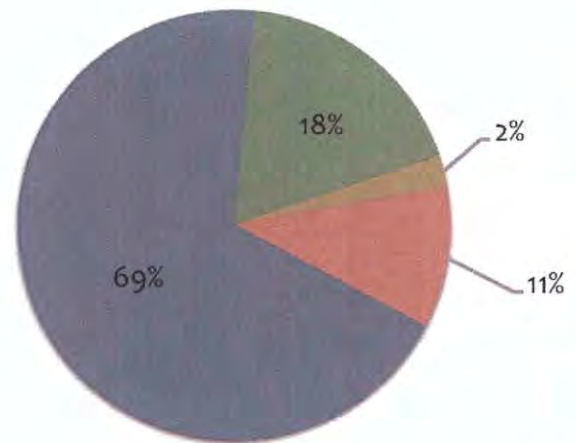
4.4. Census Bureau Data

The United States Census Bureau conducts the American Community Survey (ACS), which is an ongoing survey that provides information each year on data throughout local communities. The ACS contains questions such as: occupation, ancestry, education, income, veteran status, and home ownership or rentals. Among the various questions in the survey is a question on how many vehicles are kept at the house for use by members of the household.

Utilizing the Maricopa Association of Governments (MAG) Arizona Demographics map tool, the ACS data was obtained for the boundary surrounding the study area. See **Appendix C**.

A boundary is provided that encompasses the study area, from Osborn Road to Camelback Road, and from Scottsdale Road to Miller Road. The results of the surveys completed in this study area indicate the following estimates for household vehicles ownership:

- No vehicles available 10.6%
- One vehicle available 68.7%
- Two vehicles available 18.3%
- Three or more vehicles available 2.4%



■ No vehicle available ■ 1 vehicle available
■ 2 vehicles available ■ 3 or more vehicles available

Assuming three vehicles owned in the three or more category results in a **vehicle ownership rate of 1.13 vehicles per unit** (household).



4.5. ITE Parking Generation

The Institute of Transportation Engineers (ITE) publication titled *Parking Generation*, 5th Edition is utilized for estimating parking demand based on research and experiences of transportation engineering and planning professionals.

The *Parking Generation*, 5th Edition provides rates for multi-family (mid-rise) developments, of which, multi-family (mid-rise) sites were surveyed nationally, and were organized by the following setting types:

- Center City Core
- Dense Multi-Use Urban
- General Urban Suburban

The General Urban/Suburban data was selected as an appropriate category for application to The Scottsdale Collection development.

The average weekday peak period parking demand for General Urban/Suburban (no nearby rail transit) site is 0.75 parking stalls per bedroom, and the average Saturday peak period parking demand is **0.77 parking stalls per bedroom**.

The *Parking Generation*, 5th Edition, also indicates that of the 39 multi-family (mid-rise) sites that were surveyed in General Urban/Suburban settings, on average, the site provided a parking supply of **1.0 parking stalls per bedroom**.

It should be noted that both of these ratios accommodate parking for residents, guests, visitors, and services for the multi-family sites.

4.6. ULI Shared Parking

The Urban Land Institute (ULI) publication titled *Shared Parking*, 3rd Edition is an additional source for estimating parking demand based on research and experiences planners, government agencies, consultants, and engineers. Similar to the ITE *Parking Generation* publication, ULI's *Shared Parking* publication provides base parking demand ratios based on various land uses. According to ULI's *Shared Parking*, 3rd Edition, 80 studies were performed at multi-family sites, of which 23 were in urban areas, while the remaining 57 sites (71%) were located in general suburban areas.



The following are the base weekday and weekend vehicle parking ratio minimums for multi-family residential developments:

Weekday

| | |
|-------------------|------------------------|
| Studio efficiency | 0.85 per dwelling unit |
| One Bedroom | 0.90 per dwelling unit |
| Two Bedroom | 1.65 per dwelling unit |
| Visitor | 0.10 per dwelling unit |

Weekend

| | |
|-------------------|------------------------|
| Studio efficiency | 0.85 per dwelling unit |
| One Bedroom | 0.90 per dwelling unit |
| Two Bedroom | 1.65 per dwelling unit |
| Visitor | 0.15 per dwelling unit |

It is anticipated that for each of the multi-family options for the proposed City Center and Mint, there will be approximately 50% one-bedroom units and 50% two-bedroom units provided.

Therefore, applying this percentage distribution to the weekday and weekend ULI shared parking ratios results in **0.92** and **0.95 parking stalls per bedroom**, respectively. See **Table 3** and **Table 4**.

Ultimately the type of unit is determined by market conditions and will vary. However, the above assumes 50% of two bedroom units which require a greater amount of parking. Therefore, the ratio calculated should represent a conservative and reasonable rate.

Table 3 – ULI Shared Parking – Weekday

| Unit Type | Typical Percentage of Total Unit Count | ULI Base Rate (parking stalls per unit) | Visitor Rate (parking stalls per unit) | Total Rate (parking stalls per unit) | Total Rate (parking stalls per bedroom) |
|-------------------------|--|---|--|--------------------------------------|---|
| One-Bedroom | 50% | 0.90 | 0.10 | 1.00 | 1.00 |
| Two-Bedroom | 50% | 1.65 | 0.10 | 1.75 | 0.88 |
| Weighted Average | | | | | 0.92 |

Table 4 – ULI Shared Parking – Weekend

| Unit Type | Typical Percentage of Total Unit Count | ULI Base Rate (parking stalls per unit) | Visitor Rate (parking stalls per unit) | Total Rate (parking stalls per unit) | Total Rate (parking stalls per bedroom) |
|-------------------------|--|---|--|--------------------------------------|---|
| One-Bedroom | 50% | 0.90 | 0.15 | 1.05 | 1.05 |
| Two-Bedroom | 50% | 1.65 | 0.15 | 1.80 | 0.90 |
| Weighted Average | | | | | 0.95 |



4.7. Parking Trends

There is a great deal of information in various publications regarding parking needs. This section examines a small sample of books, articles, and significant points of interest related to multi-family parking.

The issue of parking needs for residential developments is not a new topic. In his book “The High Cost of Free Parking,” published in 2005 by American Planning Association (revised in 2011), UCLA professor Donald Shoup found 129 articles reporting cities that have removed off-street parking requirement in their downtowns since 2005 in order “to promote the creation of downtown apartments (Greenfield, Massachusetts), to see more affordable housing (Miami), to give business owners more flexibility while creating a vibrant downtown (Sandpoint, Idaho), and to prevent ugly auto-oriented townhouses (Seattle).”

An extensive 2015 parking study “Right Size Parking” led by King County Metro gathered data from over 200 multi-family sites in King County, WA to determine that **“existing multi-family parking capacity exceeded utilization by an average of 0.4 spaces per housing unit – a 40% oversupply”**. According to this report the RSP project has attracted national attention. Several regions and cities around the country are currently working to replicate the RSP study and web calculator concept for their own planning purposes, including the San Francisco Bay Area, Washington, D.C., Boston, and Chicago. Many regions are reexamining parking requirements in support of pedestrian-oriented design, transit access, and a compact mix of uses to include transportation choices.” Website www.rightsizeparking.org also provides a multi-family residential parking calculator for King County area as well as guidance on unbundled parking prices and resulting rental prices adjustments.

According to “People Over Parking” published by the American Planning Association (October 2018), “tinkering with minimum parking requirements is not new...what's different now is an evolving understanding that **urban lifestyles are changing, traditional parking ratios are outdated, and too much supply can be as harmful as too little.**” Two groups, TransForm and Center for Neighborhood Technology, conducted surveys during the middle of the night at apartments on the West Coast and Chicago and found that consistently **“one-quarter to one-third of spaces sat empty.”**

This new focus on alternative transportation modes can take interesting twists in this new world of more cost-effective ride-hailing services, as evidenced by the Aug 8, 2017 article from the Financial Post: Ontario Town's Experiment Using Uber As Public Transportation Is Working, Officials Say. The following provides excerpts from this article.

The town of Innisfil, Ontario is hailing its two-month old experiment to subsidize Uber as the lone form of public transit as a success, with nearly 5,000 trips taken since the pilot project began in May. Innisfil — ... home to about 36,000 people — has paid \$26,462.41, or an average of \$5.43 per



trip, for 4,868 Uber rides taken in the two months since launching the unique-to-Canada project on May 15.

Another article entitled, Toward Zero Parking: Challenging Conventional Wisdom for Multi-family, by David Baker and Brad Leibon (July 2nd, 2018), mentions additional benefits with the recent shift in transportation trends:

“With the ubiquity of ride-hailing services, residents can walk out their front door, hop in a vehicle, and get dropped off at their destination rather than risk having to drive themselves, park several blocks from their destination, and walk the remaining distance, or walk through a parking garage getting to and from a car.”

The author of this article also notes that, “A future not dominated by privately owned cars may be a long way off, but **increasingly the use of a car is becoming detached from the need for parking.**”

This brief summary of interconnected articles on the topic of parking needs in the news is by no means comprehensive but does serve to point to several important issues when assessing parking needs.

See **Appendix D** for the articles referenced in this section.



4.8. Conclusion

With the goal of understanding current parking demands of multi-family residences located in urban areas, trends both locally and nationally were evaluated.

Local – Parking Demand Data Collection

Three independent parking demand data collection efforts were conducted at Scottsdale multi-family developments. All three developments were located within walking and biking distance to nearby amenities such as coffee shops, restaurants, retail/shopping, etc. The data was collected in recent months on both a typical weekday and typical weekend evening and therefore, reflects current parking demand trends.

- **Broadstone Waterfront**

Broadstone Waterfront provides its residents a total of 1.53 parking stalls per unit, which was found to be more than adequate parking to meet the parking demand of its residents. This data collection effort consisted of collecting parking demand data at adjacent nearby parking and showed no parking overflow in these areas. The 1.53 parking stalls per unit provided for Broadstone Waterfront residents may in fact reflect an overabundance of parking. For the purposes of this analysis, and as a conservative estimate, it is assumed all of the **1.02 parking stalls per bedroom** is needed to meet the Broadstone Waterfront parking demand.

- **Dwell**

The peak parking demand for Dwell is **0.75 parking stalls per bedroom**.

- **Las Aguas**

The peak parking demand for Las Aguas is **1.09 parking stalls per bedroom**.

Local – Census Data

United States Census Bureau census data for vehicle ownership specifically for the area of The Scottsdale Collection development was evaluated. The number of vehicles owned per household has shown to vary throughout the Phoenix metropolitan area. Therefore, by narrowing census data to the development area, the vehicle ownership characteristics of residents living in this area is captured. A vehicle ownership rate of **1.13 vehicles per unit** was reported.

National – ITE and ULI Publications

Two nationally accepted publications, ITE's *Parking Generation*, 5th Edition, and ULI's *Shared Parking*, 3rd Edition are sources for estimating parking demand based on research and experiences of planners, government agencies, consultants, and engineers. The average weekend peak period parking demand based on the ITE publication is **0.77 parking stalls per bedroom**, and using a



conservative mix of units, the weekday and weekend ULI publication results in a ratio of **0.92 and 0.95 parking stalls per bedroom, respectively.**

National – Parking Trends

There is a great deal of information in various publications regarding parking needs of multi-family developments. The **overriding theme is that there are ongoing changes in land use and transportation that are driving down the demand for parking.**

According to “People Over Parking” published by the American Planning Association (October 2018), “tinkering with minimum parking requirements is not new...what's different now is an evolving understanding that urban lifestyles are changing, **traditional parking ratios are outdated, and too much supply can be as harmful as too little.**” Two groups, TransForm and Center for Neighborhood Technology, conducted surveys during the middle of the night at apartments on the West Coast and Chicago and found that consistently “one-quarter to one-third of spaces sat empty.”

Conclusion

Evaluating data collected at three multi-family residential development located in the Scottsdale, analyzing census data of vehicle ownership for the area containing The Scottsdale Collection development, examining average peak parking occupancy rates reported in two national publications, and factoring in recent parking trends, the parking demand falls within a range of 0.75 to 1.09 parking stalls per bedroom.

As a general engineering practice, infrastructure is not built to accommodate absolute peak demands. There is a balance between building-out adequate infrastructure for a reasonable demand level. Empty private parking stalls do not serve the interest of the community, development, the City of Scottsdale or the public at-large.

Therefore, for The Scottsdale Collection development, it is recommended that 1.10 parking stalls per bedroom be provided. It should be noted, census data of the area along with national data supports even lower parking stalls per bedroom ratios.



5. Hotel

Located in the heart of Old Town Scottsdale, The Scottsdale Collection is located within close proximity to nearby shopping, restaurants and night life, which promotes and invites alternative modes of travel. Additionally, free trolley services are provided by the City of Scottsdale and the growing popularity of rideshare services such as Uber and Lyft, and bikeshare services, all contribute to reducing the reliance on personal vehicles, and thereby reducing parking demand.

Rideshare data collected from Phoenix Sky Harbor from June 2016 through July 2019 show rideshare has grown from approximately 20,000 trips to 171,000 trips over 38 months, which is a 756.1% growth. Based on the data, rideshare is trending upwards year after year. Hotel parking demand is highly tied to ride share statics as hotel patrons are opting to use ride share over renting vehicles especially in downtown areas.

This section analyzes the current hotel parking demand.



Figure 3 – Ride Share Trips



5.1. W Hotel

The W Hotel is located within the study area, immediately adjacent to the proposed City Center and Hotel Maya developments, at the southwest corner of Camelback Road and Buckboard Trail. The W Hotel provides a total of 243 guest rooms, with a total of 218 parking stalls dedicated to hotel guests and employees, of which 30 of these parking stalls are dedicated for employee use. Daily overnight parking transaction totals were received for the year 2016 through the year 2019, see **Table 5** and **Figure 4** below. See **Appendix E**.

Table 5 – W Hotel Parking Transactions

| Year | Occupied Parking Stalls - Overnight (Saturday) | |
|------|--|---------|
| | Average | Maximum |
| 2016 | 53 | 97 |
| 2017 | 44 | 73 |
| 2018 | 37 | 78 |
| 2019 | 41 | 74 |

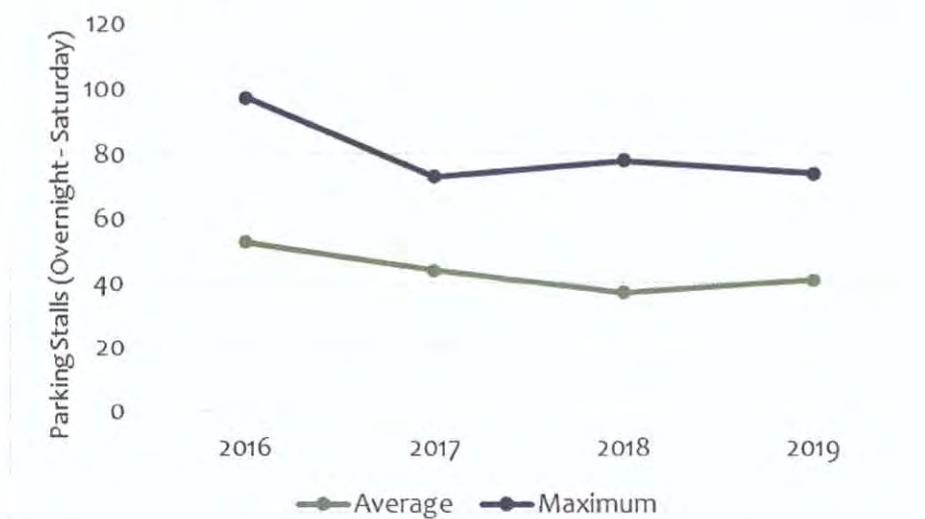


Figure 4 – W Hotel Parking Transactions

As shown in **Table 5**, parking demand at this hotel has been steadily reducing over the most recent four years. Conservatively assuming that all 30 employee parking stalls are occupied and combining that with the 2019 maximum overnight parking demand of 74 parking stalls, this results in a total of 104 occupied parking stalls. This represents a rate of **0.43 parking stalls per available guest room**. The Saturday maximum reported overnight parking demand reduced by 23.7% between 2016 and 2019 for an average reduction of 7.9% per year.



5.2. Old Town Scottsdale Hotel Data Collection

The parking demand was analyzed for three (3) hotels that are located in the Old Town Scottsdale. These three (3) hotels are all located within two-thirds of a mile from Scottsdale Fashion Square, and within one-half mile of The Scottsdale Collection. **The identities are not disclosed to protect the privacy of these hotels.**

A local data collection firm, Field Data Services of Arizona, Inc., was utilized to collect parking occupancy data at two Old Town Scottsdale hotels, Old Town Scottsdale Hotel A and Old Town Scottsdale Hotel B. The parking occupancy data was collected every 30 minutes between 8:00 pm on Friday, March 23rd, 2018 and 8:00 am on Saturday, March 24th, 2018, and again between 8:00 pm on Saturday, March 24th, and 8:00 am on Sunday, March 25th, 2018. Both hotels provide approximately one (1) parking stall per each available room, with no additional parking provided for the on-site conference facilities or restaurants.

Additionally, Accuracy Counts was utilized to collect parking occupancy data at a third Old Town Scottsdale hotel (Old Town Scottsdale Hotel C). Similarly, the parking occupancy data was collected every 30 minutes between 10:00 pm on Friday, February 21st, 2020 and 7:00 am on Saturday, February 22nd, 2020. The data collection window was narrowed based on the peak parking demand collected at Old Town Scottsdale Hotels A and B. Old Town Scottsdale Hotel C provides approximately one (1) parking stall per each available room.

See **Appendix F** for parking occupancy data.

5.2.1. Old Town Scottsdale Hotel A

The peak parking demand for Old Town Scottsdale Hotel A occurred at 12:30 am on Sunday, March 25th, 2018 with a parking demand of **0.44 occupied parking stalls per available room**. The ratio of occupied parking stalls per total available guest rooms is shown for every 30 minutes for the data collection period in **Figure 5**. Also shown is the City of Scottsdale's parking requirement of 1.25 parking spaces per guest room. The red line does not include the City of Scottsdale's additional parking requirement to accommodate conference/meeting space. Applying the average annual parking reduction experienced at the W Hotel to Old Town Scottsdale Hotel A would result in **0.37 occupied parking stalls per available room**.

The average observed parking demand for Old Town Scottsdale Hotel A was 0.36 and 0.40 occupied parking stalls per available room on Friday night and Saturday night, respectively.

As part of booking Old Town Scottsdale Hotel A, a \$29 resort fee is assessed. This fee includes the cost of parking, along with other amenities such as Wi-Fi and bikes. This resort fee is charged to all reservations. Old Town Scottsdale Hotel A also provides 15,000 square feet of conference/meeting space and a restaurant.

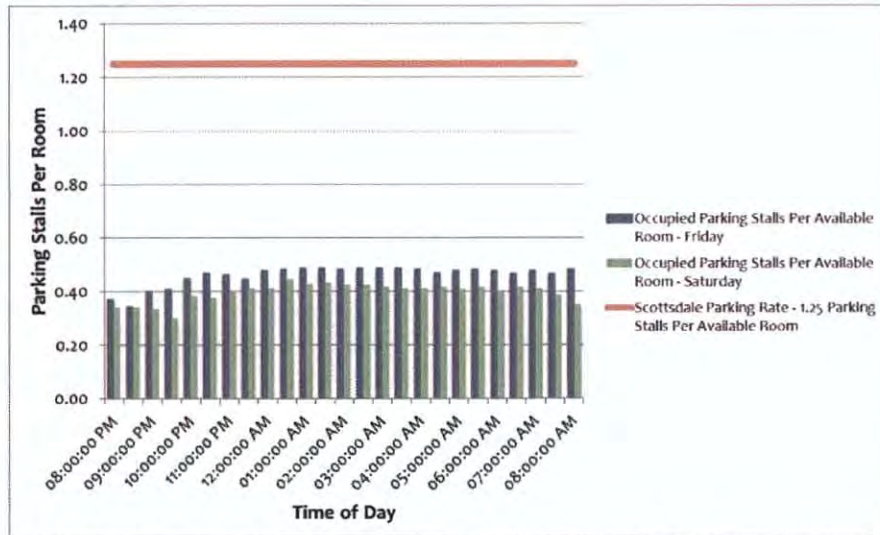


Figure 5 – Old Town Scottsdale Hotel A – Occupied Parking Stalls per Available Room

Hotel occupancy rates were not provided by Old Town Scottsdale Hotel A.

5.2.2. Old Town Scottsdale Hotel B

The peak parking demand Old Town Scottsdale Hotel B occurred at 11:00 pm on Saturday, March 24th, 2018 with a parking demand of **0.59 occupied parking stalls per available room**. The ratio of occupied parking stalls per total available guest rooms is shown for every 30 minutes for the data collection period in **Figure 6**. Similar to **Figure 5**, also shown is the City of Scottsdale’s parking requirement of 1.25 parking spaces per guest room. The red line does not include the City of Scottsdale’s additional parking requirement to accommodate conference/meeting space. Applying the average annual parking reduction experienced at the W Hotel to Old Town Scottsdale Hotel B would result in **0.49 occupied parking stalls per available room**.

The average observed parking demand for Old Town Scottsdale Hotel B was 0.46 and 0.53 occupied parking stalls per available room on Friday night and Saturday night, respectively.

Old Town Scottsdale Hotel B indicates on their web site that there is an on-site parking fee of \$12 per day, and a valet fee of \$16 per day. Hotel B also provides over 14,000 square feet of conference/meeting space and restaurant.

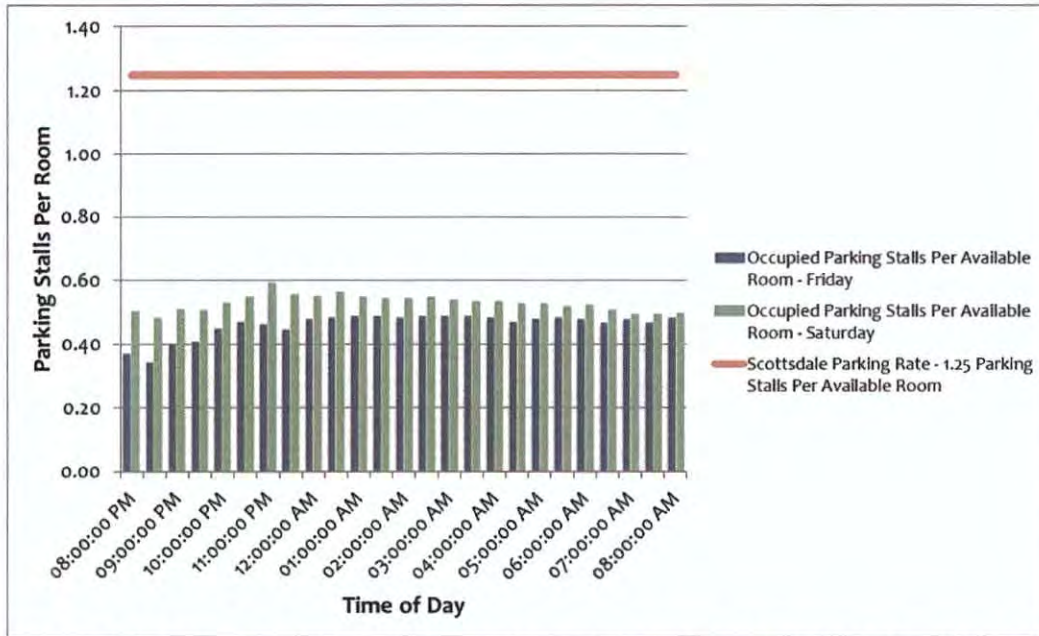


Figure 6 – Old Town Scottsdale Hotel B – Occupied Parking Stalls per Available Room

Room occupancy rates were provided by Hotel B for both nights that parking occupancy data was recorded. Beginning on Friday night (March 23rd, 2018), Old Town Scottsdale Hotel B reported a room occupancy rate of 80.7%. Additionally, beginning on Saturday night (March 24th, 2018), Old Town Scottsdale Hotel B reported a room occupancy rate of 91.8%.



5.2.3. Old Town Scottsdale Hotel C

The peak parking demand for Hotel C occurred at 2:30 am on Saturday, February 22nd, 2020, with a parking demand of **0.65 occupied parking stalls per available room**. The ratio of occupied parking stalls per total available guest rooms is shown for every 30 minutes for the data collection period in **Figure 7**. Similar to the previous figures, also shown is the City of Scottsdale's parking requirement of 1.25 parking spaces per guest room. The red line does not include the City of Scottsdale's additional parking requirement to accommodate conference/meeting space.

The average observed parking demand for Old Town Scottsdale Hotel C was 0.58 occupied parking stalls per available room on Friday night.

Old Town Scottsdale Hotel C indicated that for the night that parking occupancy data was recorded, 100% of the rooms were occupied.

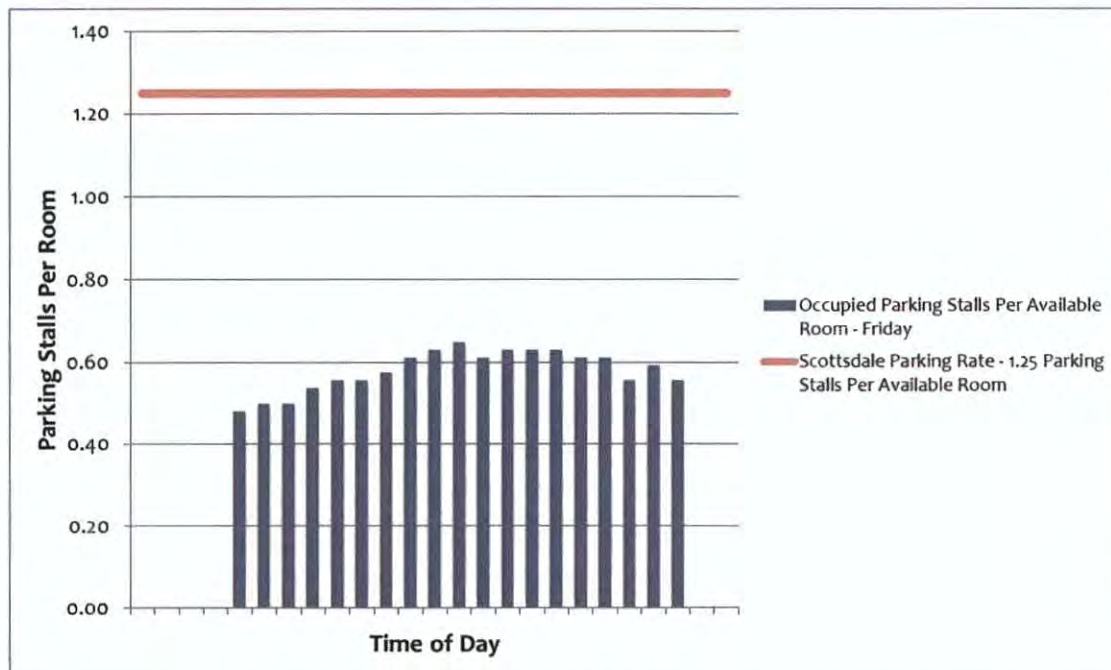


Figure 7 – Old Town Scottsdale Hotel C – Occupied Parking Stalls per Available Room



5.3. Experience Scottsdale Survey

The following is a summary of Old Town Scottsdale hotel parking related survey data provided by the City of Scottsdale Transportation Department, as collected by Experience Scottsdale in 2018. See **Appendix G** for the full survey results.

Based on the survey:

- 50% of the hotel guests use ride share or taxi services
- 78% need parking for hotel guests only or do not host conferences
- 89% need one parking for every two or three rooms

Based on the survey, 89% of the hotel need one parking for every two or three rooms. Using the higher of rate results in **0.5 parking stalls per available guest room**. Applying the average annual parking reduction experienced at the W Hotel would result in **0.42 occupied parking stalls per available room**.



5.4. Ace Parking Analysis

Analysis of Ace Parking data for over 80 hotels for the year 2017 was presented in the Don and Charlie's Hotel Parking Master Plan dated March 13, 2018. See **Appendix H** for the relevant data from the Don and Charlie's Hotel Parking Master Plan. Below is also a summary of the findings presented in the March 13, 2018 Don and Charlie's Hotel Parking Master Plan.

The above mentioned report analyzed the monthly Ace Parking data for over 80 hotels by converting the monthly data into daily data utilizing the average hotel occupancy rates per day of the week as provided by the *ITE Parking Generation, 4th Edition* publication. Under Land Use 310 – Hotel, the average hotel occupancy rates shown in **Table 6** below.

Table 6 – Daily Average Hotel Occupancy Rate (per ITE Parking Generation)

| Day of Week | Average Hotel Occupancy (%) |
|-------------|-----------------------------|
| Sunday | 51 |
| Monday | 62 |
| Tuesday | 67 |
| Wednesday | 69 |
| Thursday | 66 |
| Friday | 69 |
| Saturday | 72 |

Utilizing the rates shown in **Table 6** and the average monthly parking data, the rates were converted to daily data. Since Saturday represents the day of the week with highest average hotel occupancy rate this was the data that was analyzed further. **Table 7** summarizes the ratio of occupied parking stalls per total guest rooms on Saturday.



Table 7 – Occupied Parking Stalls per Total Guest Rooms (Saturday)

| Month | Occupied Parking Stalls/Total Guest Rooms (Saturday) | | | | | | | |
|-----------|--|-----|-----|-----|-----|-----|-----|----|
| | >.3 | >.4 | >.5 | >.6 | >.7 | >.8 | >.9 | >1 |
| January | 16 | 2 | 1 | | | | | |
| February | 25 | 10 | 1 | 1 | | | | |
| March | 24 | 13 | 5 | | | | | |
| April | 36 | 14 | 4 | 1 | | | | |
| May | 26 | 15 | 4 | | | | | |
| June | 31 | 15 | 6 | 1 | | | | |
| July | 38 | 21 | 12 | 7 | 3 | | | |
| August | 33 | 15 | 10 | 2 | 1 | | | |
| September | 30 | 15 | 6 | | | | | |
| October | 23 | 10 | 4 | | | | | |
| November | 20 | 10 | 2 | | | | | |
| December | 24 | 12 | 1 | | | | | |

None of the hotels exceeded 0.8 occupied parking stalls per total guest rooms. Applying the average annual parking reduction experienced at the W Hotel to the 2017 Ace data results in maximum parking demand of **0.61 parking stalls per available room**.



5.5. Parking Trends

There is a great deal of recent information in various publications regarding hotel parking needs. This section examines a small sample of articles and significant points of interest in these articles. The issue of parking needs is not a new topic. In May 2001, **American City and County** published an article: *Calculating Your Parking Needs*. The article points out that determining where parking should be located, calculating how many parking spaces are needed, and how much to charge for parking is a complex process involving several variables. It is noted that the ITE parking needs values based on land-use are a good start point, but that **the most definitive research parking planners can conduct is on the local level**. This 2001 article points out that it is important to understand the impact of transit services on parking needs: “It is not enough to know how many business customers or employees come into a particular section of the city each day; planners must also understand how they are getting there.” The article did not contemplate the impacts of recent innovations such as ride-hailing services like Uber and Lyft or bikeshare services like Lime Bike, Spin, Ofo, and GR:D in this important variable.

A recent (February 24, 2018) article found on **Fortune.com** starts to give some idea of these impacts:

Yes, Uber Really Is Killing the Parking Business

The article reports that Ace Parking CEO John Baumgardner says that demand for parking at hotels in San Diego has dropped. The article also points out that parking spaces generate little tax revenue or economic activity relative to commercial operations and that parking, by increasing sprawl, may actually serve to harm the economy of a city. The article states: “Even back in 2015, cities were already relaxing zoning requirements that set minimum parking allotments, and there are now even more signs that city planners are thinking differently about parking.”

In January 2018, the City of Scottsdale implemented a ride-hailing service, as reported on the city website: *Scottsdale offers ride-share discounts to visitors*. Scottsdale partnered with ride-share companies Uber, Lyft and SuperShuttle/ExecuCar to offer discounted rates to visiting travelers during this trial program. The post notes: “According to consumer research, travelers believe Scottsdale provides fewer tourist transportation options than competitive destinations including ... Phoenix.”

The post states that a targeted ride share program offers a better use of tax dollars than other transportation options. The article quotes, “The city investigated several options, such as scheduled trolley service and rental car shuttles, for providing direct connection between Scottsdale hotels and Phoenix Sky Harbor International Airport. However, these generalized service concepts were dismissed as too expensive. A service focused specifically on visitors and tourist destinations using hotel bed tax revenue made the most sense economically.”



The post also notes: “the program has the potential to alleviate parking issues in downtown Scottsdale.”

Additionally, Turo, founded in 2009 and headquartered in San Francisco, is a car sharing marketplace where local car owners provide travelers with the perfect vehicle for their next adventure. The venture now operates in over 5,500 cities in North America and has facilitated over 1 million rental days to date. Choose Scottsdale reports that “Turo chose Scottsdale for its first expansion outside of San Francisco because of the region’s existing talent and to bolster its success in one of its biggest markets.” The post also quotes Mayor Lane, who said, in response to the announcement: “Innovation and technology are key drivers in Scottsdale’s economic growth and we are excited to see Turo at the forefront of peer-to-peer car sharing. Their decision to expand operations and make additional investment is a testament to the positive business environment we have created in Scottsdale.”

This brief summary of interconnected articles on the topic of parking needs in the news is by no means comprehensive, but does serve to point to several important issues to consider when assessing hotel parking needs as part of the continued redevelopment in Old Town Scottsdale. See **Appendix I** for the articles referenced in this section.



5.6. Conclusion

With the goal of understanding current parking demands of hotels located in urban areas, trends both locally and nationally were evaluated

Local – W Hotel Data

The W Hotel is located between the proposed City Center and Maya Hotel sites. Daily overnight parking transaction totals were analyzed for four years, 2016 through 2019. The maximum parking reduced by 23.7% over the course of the four year for an **average annual drop of nearly 8% per year**. The most recent year showed a maximum occupancy of **0.43 parking stalls per available guest room**.

Local – Parking Demand Data Collection

Three independent parking demand data collection efforts were conducted at three Old Town Scottsdale hotel developments. All three developments were located within walking and biking distance to nearby amenities such as coffee shops, restaurants, retail/shopping, etc. **The identities are not disclosed to protect the privacy of these hotels.**

- **Old Town Scottsdale Hotel A**
Parking demand data was collected at Old Town Scottsdale Hotel A in 2018. The peak parking demand for Old Town Scottsdale Hotel A is **0.44 parking stalls per available hotel room**. Applying the average annual parking reduction experienced at the W Hotel to Old Town Scottsdale Hotel A would result in **0.37 occupied parking stalls per available room**.
- **Old Town Scottsdale Hotel B**
Parking demand data was collected at Old Town Scottsdale Hotel B in 2018. The peak parking demand for Old Town Scottsdale Hotel B is **0.59 parking stalls per available hotel room**. This data was collected when the hotel reported a 91.8% room occupancy. Applying the average annual parking reduction experienced at the W Hotel to Old Town Scottsdale Hotel B would result in **0.49 occupied parking stalls per available room**.
- **Old Town Scottsdale Hotel C**
Parking demand data was collected at Old Town Scottsdale Hotel C in 2020. The peak parking demand for Old Town Scottsdale Hotel C is **0.65 parking stalls per available hotel room**. This data was collected when the hotel reported a 100% room occupancy.

Local – Experience Scottsdale Data

Experience Scottsdale conducted a survey of Old Town Scottsdale hotel. Based on the survey, 89% of the hotel need one parking for every two or three rooms. Using the higher of rate results in **0.5 parking stalls per available guest room**. Applying the average annual parking reduction experienced at the W Hotel would result in **0.42 occupied parking stalls per available room**.



National – Ace Parking Analysis

Ace Parking provided monthly parking data for more than 80 hotels for the year 2017. The data included hotels from across the United States, ranging from a 35 to a 1,628 guest room hotel, from ALoft San Francisco to The Phoenician in Phoenix. A detailed parking analysis was conducted to determine the parking demand of these eighty plus hotels.

The data showed that on the highest day (Saturday) of each month none of the hotels exceed 0.8 parking stalls per total number of guest rooms. In 2017 the 0.8 parking stalls per total number of guest rooms accommodates the parking demand of the eighty plus hotels 100% of the time. Applying the average annual parking reduction experienced at the W Hotel to the 2017 Ace data results in a maximum parking demand of **0.61 occupied parking stalls per available room.**

National – Parking Trends

There is a great deal of recent information in various publications regarding parking needs. A recent (February 24, 2018) article found on **Fortune.com** reports that Ace Parking CEO John Baumgardner says that demand for parking in San Diego hotels has dropped. The article states: “Even back in 2015, cities were already relaxing zoning requirements that set minimum parking allotments, and there are now even more signs that city planners are thinking differently about parking.”

Additionally, the growing popularity of rideshare services such as Uber and Lyft, and bikeshare services, all contribute to reducing the reliance on personal vehicles, and thereby reducing parking demand.



Conclusion

Evaluating the four most recent years of parking data at the W Hotel showed parking demand drops year after year for an 8% average drop annually. Analyzing local parking data collected at four nearby hotels during peak occupancy periods results in a peak parking demand range between 0.43 and 0.65. Experience Scottsdale Old Town hotel surveys further confirms this range. Additionally, national parking data at more than 80 hotels was evaluated. Applying the annual reduction experienced at the W Hotel, none of the 80 hotels would exceed a parking demand of 0.61 parking stall per available hotel room.

As mentioned previously, the growing popularity of rideshare services such as Uber and Lyft, and bikeshare services, has disrupted the hotel parking demand which has been trending downward year after year.

As previously mentioned, as a general engineering practice, infrastructure is not built to accommodate absolute peak demands. There is a balance between building-out adequate infrastructure for a reasonable demand level. Empty private parking stalls do not serve the interest of the community, development, the City of Scottsdale or the public at-large.

Therefore, The Scottsdale Collection development would provide sufficient parking utilizing a rate of 0.65 parking stalls per available hotel room. However, as a conservative approach, a previously accepted rate of 0.80 was utilized to calculate the parking demand.



6. City Center and Mint Parking Calculations

As shown in **Section 4** and **Section 5**, the recommended parking supply ratios for The Scottsdale Collection are as follows:

- Multi-family development 1.10 per bedroom
- Hotel 0.80 per guest room

The Scottsdale Collection proposes retail and restaurant uses at the Civic Center and the Mint sites. *Table 9.103.B* entitled *Schedule of Parking Requirements in the Downtown Area* within the *City of Scottsdale Code of Ordinances* provides the general parking requirements. See **Appendix J**. The following categories and vehicle parking ratio minimums are relevant to the proposed retail/restaurant portions of The Scottsdale Collection development:

- Mixed-Use Developments
 - Nonresidential area 1 per 350 sf of gross floor area (GFA)

The City Center and Mint are both mixed-use developments where the City of Scottsdale Code of Ordinances provides shared use parking calculations. *Table 9.104.A* entitled *Schedule of Shared Parking Calculations* within the *City of Scottsdale Code of Ordinances* provides shared use parking requirements for seven land use categories based upon a time of day. Residential, restaurant, retail, and office land uses are among these categories. See **Appendix J**. See **Table 8** for the parking percentages for the four land uses broken down by weekday and weekend and hours of the day.

Table 8 – Scottsdale Shared Parking Percentages

| General Land Use Classification | Weekday | | | Weekend | | |
|---------------------------------|--------------|-------------|--------------|--------------|-------------|--------------|
| | 12 am - 7 am | 7 am - 6 pm | 6 pm - 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm - 12 am |
| Residential | 100% | 55% | 85% | 100% | 65% | 75% |
| Restauratant and Bars | 50% | 70% | 100% | 45% | 70% | 100% |
| Retail | 0% | 100% | 80% | 0% | 100% | 60% |
| Hotel | 100% | 65% | 90% | 100% | 65% | 80% |

Specific breakdown of the land uses retail and restaurants uses have not yet been determined for the proposed City Center and Mint developments. Therefore, for the nonresidential land uses, it is assumed to be 50% restaurant use and 50% retail uses.



6.1. Multi-Family Parking: City Code vs. Recommended Rate

As previously mentioned, the recommended parking supply rate for the multi-family components of The Scottsdale Collection is 1.10 parking stalls per bedroom.

Using the recommended rate, the following parking supply rates are shown below for the specific units:

- Multi-family development
 - One-bedroom unit 1.1 stalls per unit
 - Two-bedroom unit 2.2 stalls per unit

A comparison of the recommended rates to the parking requirement rates provided in Table 9.103.B entitled *Schedule of Parking Requirements in the Downtown Area* within the City of Scottsdale Code of Ordinances is shown in Table 9 below.

Table 9 – Multi-Family Parking Rate Comparison

| | | City Code (Table 9.103.B.) Stalls/Unit | Scottsdale Collection Recommended Rates Stalls/Unit |
|----------------------------|------------------|--|---|
| Dwellings, Multiple-Family | One-Bedroom Unit | 1.0 | 1.1 |
| | Two-Bedroom Unit | 2.0 | 2.2 |

As shown in Table 9, the recommended parking supply rates for the multi-family component of The Scottsdale Collection development are 10% higher than the City of Scottsdale's parking requirements for multi-family developments.

Ultimately, this additional 10% over Scottsdale Code ratio provides an additional stall for every 10 one-bedroom units, and an additional stall for every 5 two-bedroom units. For The Scottsdale Collection, where the assumption is a 50/50 split between one and two-bedroom units, results in an **additional stall for every 7.5 units.**

6.2. City Center

The proposed City Center development has three (3) possible options for development:

- Option 1
 - Hotel 214 rooms
 - Multi-Family Residential 106 units (53 one-bedroom, 53 two-bedroom)
 - Retail/Restaurant 41,109 square feet



- Option 2
 - Multi-Family Residential 237 units (118 one-bedroom, 119 two-bedroom)
 - Retail/Restaurant 46,887 square feet
- Option 3
 - Hotel 449 rooms
 - Retail/Restaurant 46,887 square feet

Applying the maximum recommended multi-family and hotel parking ratios along with the City of Scottsdale's parking requirement for the nonresidential component of mixed-use development to the three (3) possible options for the City Center results in the following:

Table 10 – City Center Parking Calculations

| | Use | Rate | | | Quantity | Units | Parking Stalls |
|----------|----------------------------|------|-----|-----------------|----------|-------------|----------------|
| Option 1 | Dwellings, Multiple-Family | 1.10 | Per | each bedroom | 159 | Bedrooms | 175 |
| | Hotel | 0.80 | Per | each guest room | 214 | Rooms | 172 |
| | Non-Residential Area | 1 | Per | 350 SF GFA | 41,109 | Square Feet | 118 |
| | Option 1 Total | | | | | | 465 |
| Option 2 | Dwellings, Multiple-Family | 1.10 | Per | each bedroom | 356 | Bedrooms | 392 |
| | Non-Residential Area | 1 | Per | 350 SF GFA | 46,887 | Square Feet | 134 |
| | Option 2 Total | | | | | | 526 |
| Option 3 | Hotel | 0.80 | Per | each guest room | 449 | Rooms | 360 |
| | Non-Residential Area | 1 | Per | 350 SF GFA | 46,887 | Square Feet | 134 |
| | Option 3 Total | | | | | | 494 |



Applying the percentages, shown in **Table 8** to the parking calculations for the City Center, shown in results in **Table 10**, results in the following shared parking calculations:

Table 11 – City Center: Option 1 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Residential | 175 | 175 | 96 | 149 | 175 | 114 | 131 |
| Restauratant and Bars | 59 | 30 | 41 | 59 | 27 | 41 | 59 |
| Retail | 59 | 0 | 59 | 47 | 0 | 59 | 35 |
| Hotel | 172 | 172 | 112 | 155 | 172 | 112 | 138 |
| Total | 465 | 377 | 308 | 410 | 374 | 326 | 363 |
| Difference From Provided | 56 | 144 | 213 | 111 | 147 | 195 | 158 |
| % Difference | 12.0% | 38.2% | 69.2% | 27.1% | 39.3% | 59.8% | 43.5% |

Table 12 – City Center: Option 2 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Residential | 392 | 392 | 216 | 333 | 392 | 255 | 294 |
| Restauratant and Bars | 67 | 34 | 47 | 67 | 30 | 47 | 67 |
| Retail | 67 | 0 | 67 | 54 | 0 | 67 | 41 |
| Total | 526 | 426 | 330 | 454 | 422 | 369 | 402 |
| Difference From Provided | -5 | 95 | 191 | 67 | 99 | 152 | 119 |
| % Difference | -1.0% | 22.3% | 57.9% | 14.8% | 23.5% | 41.2% | 29.6% |

Table 13 – City Center: Option 3 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Restauratant and Bars | 67 | 34 | 47 | 67 | 30 | 47 | 67 |
| Retail | 67 | 0 | 67 | 54 | 0 | 67 | 40 |
| Hotel | 360 | 360 | 234 | 324 | 360 | 234 | 288 |
| Total | 494 | 394 | 348 | 445 | 390 | 348 | 395 |
| Difference From Provided | 27 | 127 | 173 | 76 | 131 | 173 | 126 |
| % Difference | 5.5% | 32.2% | 49.7% | 17.1% | 33.6% | 49.7% | 31.9% |

Using the recommended parking ratios for the multi-family and hotel land uses, paired with City of Scottsdale shared parking calculations for mixed use developments, the City Center parking demand at a maximum would fall between 410 and 454 parking stalls depending on the site plan



option selected. With 521 proposed parking stalls provided for the proposed City Center development, the three (3) options results in a surplus between 67 (14.8%) and 111 (27.1%) parking stalls.

6.3. The Mint

The proposed Mint development has two (2) possible options for development:

- Option 1
 - Multi-Family Residential 62 units (31 one-bedroom, 31 two-bedroom)
 - Retail/Restaurant 27,561 square feet
- Option 2
 - Hotel 116 rooms
 - Retail/Restaurant 28,016 square feet

Applying the maximum recommended multi-family and hotel parking ratios along with the City of Scottsdale's parking requirement for the nonresidential component of mixed-use development to the two (2) possible options for the Mint results in the following:

Table 14 – Mint Parking Calculations

| | Use | Rate | | | Quantity | Units | Parking Stalls |
|----------|----------------------------|------|-----|-----------------|----------|-------------|----------------|
| Option 1 | Dwellings, Multiple-Family | 1.10 | Per | each bedroom | 93 | Bedrooms | 103 |
| | Non-Residential Area | 1 | Per | 350 SF GFA | 27,561 | Square Feet | 79 |
| | Option 1 Total | | | | | | 182 |
| Option 2 | Hotel | 0.80 | Per | each guest room | 116 | Rooms | 93 |
| | Non-Residential Area | 1 | Per | 350 SF GFA | 28,016 | Square Feet | 81 |
| | Option 2 Total | | | | | | 174 |

Applying the percentages, shown in **Table 8** to the parking calculations for the Mint, shown in results in **Table 14**, results in the following shared parking calculations:



Table 15 – Mint: Option 1 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Residential | 103 | 103 | 57 | 88 | 103 | 67 | 77 |
| Restauratant and Bars | 40 | 20 | 28 | 40 | 18 | 28 | 40 |
| Retail | 39 | 0 | 39 | 32 | 0 | 39 | 24 |
| Total | 182 | 123 | 124 | 160 | 121 | 134 | 141 |
| Difference From Provided | 60 | 119 | 118 | 82 | 121 | 108 | 101 |
| % Difference | 33.0% | 96.7% | 95.2% | 51.3% | 100.0% | 80.6% | 71.6% |

Table 16 – Mint: Option 2 Parking Calculations

| General Land Use Classification | Parking Required | Weekday | | | Weekend | | |
|---------------------------------|------------------|--------------|-------------|---------------|--------------|-------------|---------------|
| | | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am | 12 am - 7 am | 7 am - 6 pm | 6 pm to 12 am |
| Restauratant and Bars | 41 | 21 | 29 | 41 | 18 | 29 | 41 |
| Retail | 40 | 0 | 40 | 32 | 0 | 40 | 24 |
| Hotel | 93 | 93 | 60 | 84 | 93 | 60 | 74 |
| Total | 174 | 114 | 129 | 157 | 111 | 129 | 139 |
| Difference From Provided | 68 | 128 | 113 | 85 | 131 | 113 | 103 |
| % Difference | 39.1% | 112.3% | 87.6% | 54.1% | 118.0% | 87.6% | 74.1% |

Using the recommended maximum parking ratios for the multi-family and hotel land uses, paired with City of Scottsdale shared parking calculations for mixed use developments, the Mint parking demand at a maximum would fall between 157 and 160 parking stalls depending on the site plan option selected. With 242 proposed parking stalls provided for the proposed Mint development, the two (2) options results in a surplus between 82 (51.3%) and 85 (54.1%) parking stalls.



7. Hotel Maya

Hotel Maya will consist of 164 hotel rooms and will always operate with a valet service. The valet will be located at the entrance to the site, along Buckboard Trail. The valet service will park guest vehicles in nearby shared parking garages. The Hotel Maya will have shared parking agreements with the nearby W Hotel, which is also owned and operated by Stockdale Capital Properties, LLC.

Parking demand calculation including the maximum recommended hotel parking ratio of 0.80 parking stalls per available room is shown below:

Table 17 – Hotel Maya Parking Calculation

| Use | Rate | Quantity | Units | Parking Stalls |
|-------|--------------------------|----------|-------|----------------|
| Hotel | 0.80 Per each guest room | 164 | Rooms | 132 |
| Total | | | | 132 |

For Hotel Maya, 132 parking stalls is anticipated to provide adequate parking stalls to exceed the **maximum** parking demand at any given time.

W Hotel

The W Hotel is located immediately adjacent just west of the proposed Hotel Maya. As described in **Section 5.1**, parking demand at the W Hotel has been trending downwards over the past four years. The maximum overnight parking demand was 74 parking stalls. As previously mentioned, 30 parking stalls are dedicated for employee use. Conservatively assuming all 30 parking stalls are occupied, this results in a total of 104 parking stalls. With 218 parking stalls, **during peak times there is a surplus of 114 parking stalls.**

Additionally, directly south of the proposed Hotel Maya will be a flexible plaza, which will be able to accommodate an additional 22 parking stalls.

The surplus of parking at the W Hotel and the flexible plaza accommodates the maximum Hotel Maya parking demand of 132 parking stalls 100% of the time with an excess of 4 parking stalls.



8. Recommendations & Conclusions

The goal of this Parking Master Plan is to define the parking needs for The Scottsdale Collection development without providing an overabundance of parking.

8.1. Multi-Family

Evaluating data collected at three multi-family residential development located in the Scottsdale, analyzing census data of vehicle ownership for the area containing The Scottsdale Collection development, examining average peak parking occupancy rates reported in two national publications, and factoring in recent parking trends, the parking demand falls within a range of 0.75 to 1.09 parking stalls per bedroom.

As a general engineering practice, infrastructure is not built to accommodate absolute peak demands. There is a balance between building-out adequate infrastructure for a reasonable demand level. Empty private parking stalls do not serve the interest of the community, development, the City of Scottsdale or the public at-large.

Therefore, for The Scottsdale Collection development, it is recommended that 1.10 parking stalls per bedroom be provided. It should be noted, census data of the area along with national data supports even lower parking stalls per unit ratios.

8.2. Hotel

Evaluating the four most recent years of parking data at the W Hotel showed parking demand drops year after year for an 8% average drop annually. Analyzing local parking data collected at four nearby hotels during peak occupancy periods results in a peak parking demand range between 0.43 and 0.65. Experience Scottsdale Old Town hotel surveys further confirms this range. Additionally, national parking data at more than 80 hotels was evaluated. Applying the annual reduction experienced at the W Hotel, none of the 80 hotels would exceed a parking demand of 0.61 parking stall per available hotel room.

As mentioned previously, the growing popularity of rideshare services such as Uber and Lyft, and bikeshare services, has disrupted the hotel parking demand which has been trending downward year after year.

As previously mentioned, as a general engineering practice, infrastructure is not built to accommodate absolute peak demands. There is a balance between building-out adequate infrastructure for a reasonable demand level. Empty private parking stalls do not serve the interest of the community, development, the City of Scottsdale or the public at-large.



Therefore, The Scottsdale Collection development would provide sufficient parking utilizing a rate of 0.65 parking stalls per available hotel room. However, as a conservative approach, a previously accepted rate of 0.80 was utilized to calculate the parking demand.

8.3. City Center and Mint Parking Calculations

Using the recommended parking ratios for the multi-family and hotel land uses, paired with City of Scottsdale shared parking calculations for mixed use developments, the City Center parking demand at a maximum would fall between 410 and 454 parking stalls depending on the site plan option selected. **With 521 proposed parking stalls provided for the proposed City Center development, the three (3) options results in a surplus between 67 (14.8%) and 111 (27.1%) parking stalls.**

Additionally, using the recommended maximum parking ratios for the multi-family and hotel land uses, paired with City of Scottsdale shared parking calculations for mixed use developments, the Mint parking demand at a maximum would fall between 157 and 160 parking stalls depending on the site plan option selected. **With 242 proposed parking stalls provided for the proposed Mint development, the two (2) options results in a surplus between 82 (51.3%) and 85 (54.1%) parking stalls.**

8.4. Hotel Maya Parking Calculations

For Hotel Maya, 132 parking stalls is anticipated to provide adequate parking stalls to exceed the maximum parking demand. **During peak parking demand times the W Hotel, located immediately adjacent just west of the proposed Hotel Maya, has a surplus of 114 parking stalls. Additionally, the proposed flexible plaza located directly south of the proposed Hotel Maya can accommodate an additional 22 parking stalls. This surplus accommodates the proposed Hotel Maya's maximum parking demand 100% of the time, with an excess of 4 parking stalls.**

In conclusion, the proposed parking provided at the City Center and Mint will meet and exceed the parking demand for the two developments. For Hotel Maya, the parking provided with the surplus parking at the adjacent W Hotel will sufficiently meet and exceed the maximum parking demand of both hotels occurring simultaneously.



CITIZEN REVIEW & NEIGHBORHOOD INVOLVEMENT REPORT

Stockdale Capital- The Scottsdale Collection

October 6 , 2020

Overview

This Citizen Review Report is being performed in association with a request for a Zoning District Map Amendment to D/DMU-3 PBD DO P-3 and D/DMU-3 PBD DO on a collection of parcels totaling approximately 10.25+/- acres site located between Scottsdale Road and Civic Center Plaza and between Camelback Road and 6th Avenue. The request also includes an alley abandonment between Indian Plaza and Shoeman Lane. The proposed project would result in a multi-year redevelopment consisting of hotel, residential, restaurant, retail, and possibly other approved uses. This proposal is in conformance with the City's General Plan land use designation of Downtown Multiple-Use and in conformance with the Old Town Character Area Plan. This Citizen Review Report will be updated throughout the process.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners associations, and other interested parties. Communication with these parties will be ongoing throughout the process. Work on compiling a list of impacted and interested stakeholders and neighborhood outreach began prior to the application filing and will also continue throughout the process. Communication with impacted and interested parties has taken place with verbal, written, electronic, and door-to-door contact.

Community Involvement

The outreach team has been communicating with neighboring property owners, HOA's, business owners, and community members by telephone, one-on-one meetings, group meetings, and waking tours since November

ATTACHMENT 13

2019. Prior to the COVID-19 outbreak, the outreach team held **2 Town Hall Meetings** and numerous **Walking Tours** around the subject parcels to get feedback on the project. Town Hall Meeting attendees heard presentations from the development and public arts teams and were then asked for specific feedback on the various proposals that they heard. Following the Town Hall Meetings, individual Walking Tours were held by the developer and the development team. These Walking Tours were not only with Town Hall Attendees but also City Council Members so that the development team could get site specific feedback on this proposal. In total, 37 people attended the two Town Hall Meetings and over one dozen individual Walking Tours were held. Issues were discussed including parking, height, the mixture of uses, traffic, art, and timing of construction. Overall, a majority of the feedback received was favorable to this proposal. During May and June of 2020, numerous update presentations were made by the development team via Zoom to City leaders, downtown area property owners, and many of the individuals that attended the early Town Hall Meetings. Again, feedback was positive. Members of the outreach team will continue to be available to meet with any neighbors who wish to discuss the project. Additionally, they will be contactable via telephone and/or e-mail to answer any questions relating to the project.

Additionally, surrounding property owners, HOAs and other interested parties were noticed via first class mail regarding the project. The distribution of this notification **EXCEEDED** the City's 750' radius mailing requirements as specified in the Citizen Review Checklist. This notification contained information about the project, as well as contact information for the development team. The notification also contained information and the online link for the Virtual Neighborhood Open House that was held on Monday, October 5, 2020, for those who wished to learn more about the project. The Virtual Open House online presentation of the project was available for 24 hours and the development team was accessible from 4:30 to 6:00 PM online and by phone to allow for the opportunity for neighbors to provide comments to the development team and ask questions. The website and its accessibility were posted on an Early Notification Sign on the property. 77 people viewed the presentation. Several citizens called with questions, primarily focused on projected infrastructure needs and how those would be paid for.

The development team will continue to be accessible by phone and email subsequent to the Virtual Open House to ensure that surrounding property owners and neighbors have ongoing opportunities to comment and ask questions.

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

Town Hall Sign-in Sheets



September 21, 2020

Dear Neighbor:

Stockdale Capital Partners owns a significant number of properties (approximately 24 total acres) in the Downtown Scottsdale area. Stockdale has consistently reinvested in those properties over the years to make Scottsdale an even better place to live, work, and play. Despite current economic challenges, Stockdale is planning to continue to reinvest in our City with an approximately \$400 million plan that will integrate and activate Old Town. Over the past 10+ months (mostly before the COVID-19 outbreak), there has been an extensive neighborhood focused community outreach program that included several Town Hall type meetings, walking tours, one-on-one meetings, and other communications.

We are pleased to tell you about an upcoming request (9-ZN-2020, 1-II-2020, & 9-AB-2020) for a long term Master Plan, that incorporates the extensive community input that was received, to develop various parcels totaling 10.25+/- acres located between Scottsdale Road and Civic Center Plaza and between Camelback Road and 6th Avenue. This project, known as The Scottsdale Collection, will result in a multi-year redevelopment and revitalization effort that includes a mix of hotel, residential, restaurant, retail, and other uses. The Scottsdale Collection will also include the most significant private arts investment in the City's history, will increase the pedestrian connectivity of our Downtown, and result in the maturation of the Entertainment District area to provide a variety of uses.

The request is for a Zoning District Map Amendment to rezone from C-2, C-3, P-2 & P-3 to Downtown/Downtown Multiple Use- Type 3 Planned Block Development with Downtown Overlay Parking P-3 District (D/DMU-3 PBD DO P-3) on 2.05+/- acres and Downtown/Downtown Multiple Use- Type 3 Planned Block Development with Downtown Overlay (D/DMU-3 PBD DO) on the remaining 8.2+/- acres. This proposal is in conformance with the City of Scottsdale's Old Town Scottsdale Character Area Plan and the City's General Plan land use designation of Downtown Multiple-Use. A much more detailed Development Plan Booklet has been filed with the City of Scottsdale that can be accessed at <https://eservices.scottsdaleaz.gov/bldgresources/Cases>.

In accordance with the public safety procedures during the COVID-19 crisis, we will be hosting a Virtual Open House to discuss this proposal, which will provide an online presentation about the project and provide an opportunity during a scheduled time for you to ask questions or provide comments to the project team, just as you would be able to at an in person meeting. The web link www.technicalsolutionssaz.com/open-house.html will be accessible on Monday, October 5, 2020. The project team will be available on October 5, 2020 from 4:30 PM to 6 PM to respond to questions or comments. Please feel free to call (602) 957-3434 or email info@technicalsolutionssaz.com during that time to talk to the project team.

If you are unable to access the Virtual Open House online, please contact the neighborhood outreach team at 602-957-3434 or info@technicalsolutionssaz.com and we will be happy to provide you information about the proposal. The City of Scottsdale Project Coordinator for the project is Greg Bloemberg, who can be reached at 480-312-4306 or GBloemberg@ScottsdaleAZ.gov.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Susan Bitter Smith". The signature is written in dark ink and is positioned above the printed name.

Susan Bitter Smith
President

Scottsdale Collective
Community Meeting Sign-In Sheet
Thursday, November 21, 2019

| First Name | Last Name | Street Address | City, State & Zip | Phone | Email |
|------------|-----------|------------------------------|----------------------|--------------|---------------------------------|
| Carto | Vager | 7144 E Stetson Dr | Scottsdale, AZ 85251 | | Carto@spry.com |
| Pete | Palmer | 7191 F Camelback Rd Unit 410 | Scottsdale AZ 85251 | | peterpalmer200@gmail.com |
| Copper | Phillips | 7451 E Via Dana Rd | Scottsdale | | copperphillips@cox.net |
| Herman | Phillips | " " | Scottsdale | | |
| Becca | Linnig | 8407 E Monterey Way | Scottsdale | | beccalinnig@hotmail.com |
| Mike | Montoya | 4202 N 115th St | Scottsdale | | kmymike@att.net |
| Jason | Alexander | 9474 E Vasmine Dr | IL 85260 | | |
| Rachel | Sacco | | | | |
| Caroline | Stoedle | 4343 N Scottsdale Rd #170 | 8509 | | |
| JUDE | N/A | 7320 E CAMELBACK | | | jude.nam@gmail.com |
| Trina | Harrison | 1920 N Miller Rd | Scottsdale | 480-501-4646 | trina.harrison@scottsdaleaz.gov |
| Tom | Thompson | 10222 E S'wind Lane #1055 | " | | |
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Scottsdale Collective
Community Meeting Sign-In Sheet
Thursday, November 21, 2019

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Scottsdale Collective
Community Meeting Sign-In Sheet
Thursday, November 21, 2019

[illegible]

Scottsdale Collective
Neighborhood Meeting Sign-In Sheet
Tuesday, December 17th, 2019

[illegible]

Scottsdale Collective
 Neighborhood Meeting Sign-In Sheet
 Tuesday, December 17th, 2019

| First Name | Last Name | Street Address | City, State & Zip | Phone | Email |
|------------|-----------|------------------------|-------------------|--------------|--------------------|
| Becca | Linnig | 8407 E. Marley Way | Set 85251 | 45708845 | beccaforscottsdale |
| Pete | Palmer | 7181 E Camelback Rd | Scottsdale 85251 | 480-233-8300 | petepalmer2008 |
| Tammy | Caputi | 8522 E. Tether Trl. | Scottsdale 85251 | 480.390.1082 | Tammygoale |
| JOHN | LITTLE | 13952 E. GERONIMO RL. | Scottsdale 85259 | 480-720-4777 | johnlittle422 |
| JON | RYDER | 4525 N. 66TH ST., #122 | SCOTTSDALE 85251 | 602-397-8462 | JRYDERAZO |
| Jason | Alexander | 9476 E. Vermeil Dr. | Scottsdale 85261 | 480-329-8875 | Jason.Alexander |
| Kevin | MAXWELL | 8601 E CAMBRIDGE Ave | Scottsdale 85251 | 480-516-4861 | Kevin.D.McWor |
| Sandy | Schenk | 10961 E Gary Rd | Scottsdale 85259 | 480-888-5757 | sandra@hac |
| CASEY | TRANT | 4000 N. 4th Street | PHOENIX, AZ 85004 | 919-440-5875 | casey@lorenzigran |
| Tom | Thompson | 10222 E Southwind Lane | 85262 | 602-432-9110 | |
| Carla | Unger | 7144 E Stefson | Scottsdale AZ | 852-52-5287 | |
| Sose | Ramirez | " | " | | |
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Scottsdale Collective
Neighborhood Meeting Sign-In Sheet
Tuesday, December 17th, 2019

[illegible]



May 11, 2020

Dear Neighbor:

Stockdale Capital Partners owns a significant number of properties (approximately 24 total acres) in the Downtown Scottsdale area. Stockdale has consistently reinvested in those properties over the years to make Scottsdale an even better place to live, work, and play. Despite current economic challenges, Stockdale is planning to continue to reinvest in our City with an approximately \$_____ plan that will integrate and activate Old Town. Over the past 6+ months (mostly before the COVID-19 outbreak), there has been an extensive neighborhood focused community outreach program that included several Town Hall type meetings, walking tours, one-on-one meetings, and other communications.

We are pleased to tell you about an upcoming request (229-PA-2020) for a long term Master Plan, that incorporates the extensive community input that was received, to develop various parcels totaling 10.2+/- acres located between Scottsdale Road and Civic Center Plaza and between Camelback Road and 6th Avenue. This project, known as The Scottsdale Collective, will result in a multi-year redevelopment and revitalization effort that includes a mix of hotel, residential, restaurant, retail, and other uses. The Scottsdale Collective will also include the most significant private arts investment in the City's history, will increase the pedestrian connectivity of our Downtown, and result in the maturation of the Entertainment District area to provide a variety of uses.

The request is for a Zoning District Map Amendment to rezone to Downtown/Downtown Multiple Use- Type 3 Planned Block Development with Downtown Overlay (D/DMU-3 PBD DO). This proposal is in conformance with the City of Scottsdale's Old Town Scottsdale Character Area Plan and the City's General Plan land use designation of Downtown Multiple-Use. A much more detailed Development Plan Booklet has been filed with the City of Scottsdale that can be accessed at <https://eservices.scottsdaleaz.gov/bldgresources/Cases> .

Given the COVID-19 outbreak and our efforts to keep everyone safe and healthy, we are inviting you to attend a Virtual Open House to discuss this proposal. We will have an online presentation that you can access anytime between the hours of ____am & ____pm on May__, 2020. To access this presentation, please go to www.technicalsolutionsaz.com.

Once you have had a chance to view the presentation, if you have comments or questions, please feel free to contact the neighborhood outreach team at 602-957-3434 or info@technicalsolutionsaz.com and a member of the team will respond to you promptly.

If you are unable to access the Virtual Open House online, please contact the neighborhood outreach team at 602-957-3434 or info@technicalsolutionsaz.com and we will be happy to provide you information about the proposal. The City of Scottsdale Project Coordinator for the project is Greg Bloemberg, who can be reached at 480-312-4306 or GBloemberg@ScottsdaleAZ.gov.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Susan Bitter Smith". The signature is written in a cursive style with a large, stylized 'S' at the beginning.

Susan Bitter Smith
President

Michael P. Leary, LTD

10278 E. Hillery Drive
Scottsdale, Arizona 85255

cell (480) 991-1111
michaelpleary@cox.net

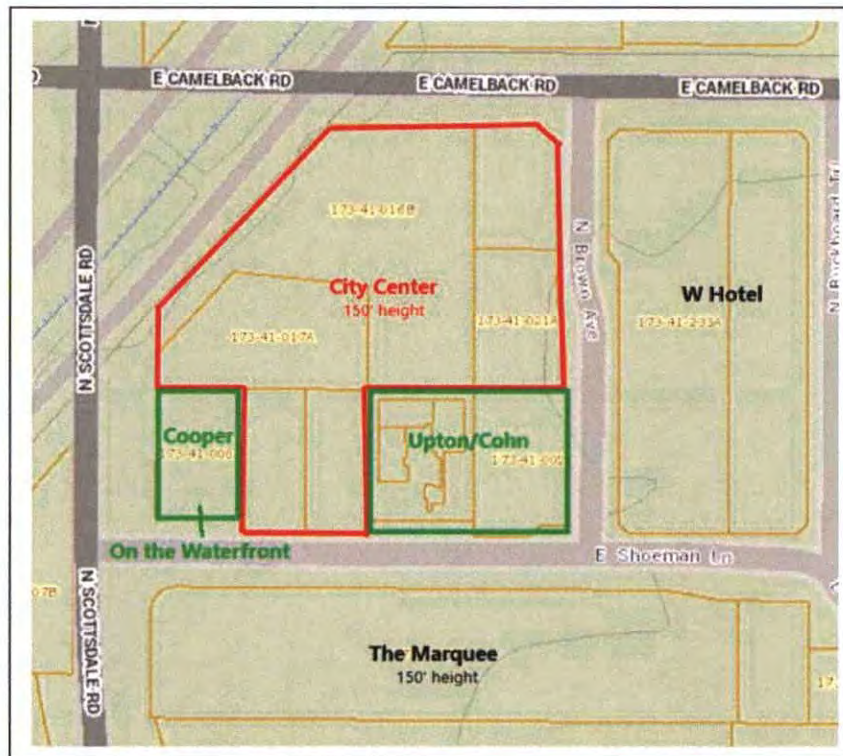
Date: November 12, 2020

To: Scottsdale Planning Commissioners

From: Michael Leary

Re: City Center rezoning - support subject to stipulation

I represent the two owners of the Shoeman Lane out-parcels abutting the proposed City Center project. Based upon the submitted "conceptual" plans, significant concerns have been raised with how City Center would interface with the properties, Shoeman Lane and the Marquee.



Scott Jackson recently purchased the Upton/Cohn property with the intent to develop a boutique hotel currently under preliminary design by the architectural firm Allen & Philp. Steve Cooper owns the Scottsdale Road corner and is developing a mixed-use project called "On The Waterfront" with a 1st floor restaurant, 2nd floor bar, and penthouse condos on the 3rd and 4th

floors with windows and patios overlooking City Center. The project is in the final phase of Plan Review.



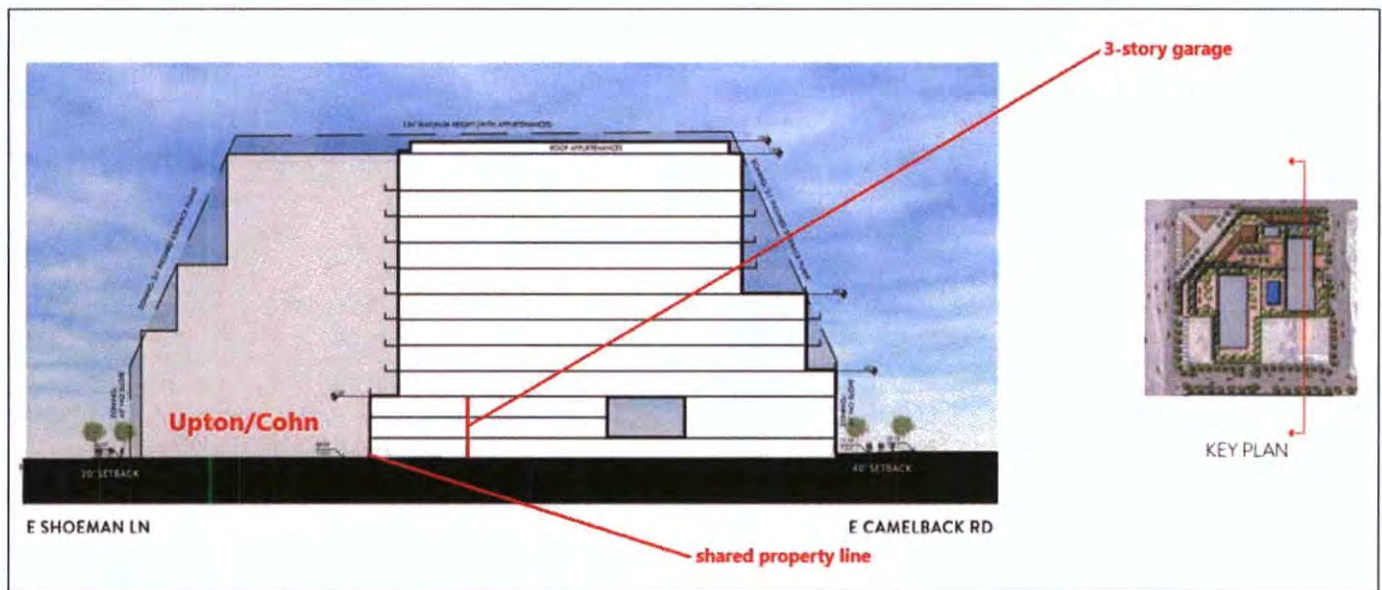
"ON THE WATERFRONT"
VIEW LOOKING NORTHWEST



"ON THE WATERFRONT"
VIEW LOOKING SOUTHWEST

The City Center conceptual site plan below appears to show a landscaped plaza separating the City Center towers from shared property lines. However, in reviewing the project narrative cross-sections also below, the landscaped plaza is sitting atop a 3-story above-grade parking garage along and wrapping the shared property lines which would severely impact their properties. The conceptual plan appears to be turning its back to the properties, Shoeman Lane and the Marquee project which is under the same ownership as City Center.





Our understanding is these “conceptual” plans which will be modified substantially as the project proceeds to actual development approval and will address such items as building setbacks/stepbacks, landscaping buffers, the visual treatment of garage facades, and a strong pedestrian connection between the properties, Shoeman Lane and the Marquee. The desired goal is to have overall design compatibility, functionality, and pedestrian integration as if all three properties were developed as part of one project.

In summary, Scott and Steve support the City Center rezoning including building heights to 150’ subject to the staff recommended stipulation below:

9. CITY CENTER. With the Development Review Board application, the applicant shall pay particular attention to the edge relationship of City Center related to the parcels abutting the southern edge of the site (on the north side of E. Shoeman Lane), including integration of pedestrian access to said parcels, Shoeman Lane and the Marquee site.

Your consideration is greatly appreciated.

Best Regards, ML

Cc: City Councilmembers
 Randy Grant, Planning Director
 Greg Bloemberg, Senior Planner
 Scott Jackson, Upton/Cohn
 Steve Cooper, On The Waterfront

SUPPORT LETTER

Mayor Lane and Scottsdale City Council
Scottsdale City Hall
3939 N. Drink water Blvd.
Scottsdale, AZ 85251

VIA EMAIL: citycouncil@ScottsdaleAZ.gov

Dear Mayor Lane and Scottsdale City Council,

I am submitting this letter to voice my strong support for case # 9-ZN-2020 for the proposed redevelopment project along Camelback and Scottsdale Roads called the Scottsdale Collective that seeks to mature and improve a long forgotten part of Downtown Scottsdale.

The current state of the pandemic has halted Scottsdale's economy and devastated our tourism and hospitality sectors. Economic investments such as the Scottsdale Collective will add new restaurants, residences and hotel to the Entertainment District and help the area grow beyond its current collections of bars. These improvements and developments will bring added vitality to the area, as well as tax revenue that will percolate into the downtown area, galleries and businesses alike.

The Scottsdale Collective will contain the single largest investment for private arts in the area in the city's history and will significantly increase the amount of shade, solar, public open space and pedestrian connectivity. But what entices me the most is, as a senior, I'll be able to spend time relaxing with friends and family in a more of a "non millennial" environment. Now, we'll have more of a choice!

For these reasons, I urge you to approve this important project and help make a better downtown Scottsdale that we can all be proud of. Scottsdale's citizens deserve the best. By supporting The Scottsdale Collective, they will get it.

Sincerely,

Tom Thompson (Troon North HOA)

10222 E. Southwind Lane, Villa 1055

Scottsdale, Arizona 85262

CC: City Manager Jim Thompson

Planning Director Randy Grant

Bloemberg, Greg

From: Kuester, Kelli
Sent: Wednesday, October 14, 2020 5:59 AM
To: Don Henninger
Cc: Bloemberg, Greg
Subject: RE: Scottsdale Collective

Hello Mr. Henninger,

Thank you for emailing Mayor Lane and the City Councilmembers and for taking the time to share your input prior to the December 2nd City Council meeting. Senior Planner Greg Bloemberg is copied on this email and will make sure your comments are included in the case file and is the best resource should you have any questions on The Scottsdale Collection project.

More information can be found here: <https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/51069>

Kelli Kuester
Management Assistant to the Mayor
3939 N. Drinkwater Blvd., Scottsdale, AZ 85251
kkuester@scottsdaleaz.gov
(480) 312-7977

From: Don Henninger <donh@scottsdale.com>
Sent: Tuesday, October 13, 2020 3:13 PM
To: City Council <CityCouncil@scottsdaleaz.gov>
Cc: Thompson, Jim <JThompson@Scottsdaleaz.gov>; Grant, Randy <RGrant@Scottsdaleaz.gov>; Jagger, Carolyn <cjagger@scottsdaleaz.gov>
Subject: Scottsdale Collective

⚠ External Email: Please use caution if opening links or attachments!

Dear Mayor Lane and members of City Council:

I am writing today in support of the Scottsdale Collective redevelopment project along Camelback and Scottsdale roads.

It comes at a critical time and place for the project.

At a time when the COVID pandemic has devastated the economy – especially tourism and hospitality – the addition of new restaurants, residents and a hotel is a smart way to position the city for financial growth once the pandemic passes.

The project will strengthen the city's core as an attraction that will benefit the entire area, including the small businesses and galleries that are struggling right now. Giving them the hope of more activity and more people – more customers – may make a difference in their ability to get through these tough times.

I hope you will support this project going forward.

Respectfully,

Don Henninger

--

Don Henninger

Executive director

SCOTT

Scottsdale Coalition of Today & Tomorrow

www.SCOTTnow.com

480-650-2025

SUPPORT LETTER

Mayor Lane and Scottsdale City Council
Scottsdale City Hall
3939 N. Drink water Blvd.
Scottsdale, AZ 85251

VIA EMAIL: citycouncil@ScottsdaleAz.gov

Dear Mayor Lane and Scottsdale City Council,

I am submitting this letter to voice my strong support for case # 9-ZN-2020 for the proposed redevelopment project along Camelback and Scottsdale Roads called the Scottsdale Collective that seeks to mature and improve a long forgotten part of Downtown Scottsdale.

The current state of the pandemic has halted Scottsdale's economy and devastated our tourism and hospitality sectors. Economic investments such as the Scottsdale Collective will add new restaurants, residences and hotel to the Entertainment District and help the area grown beyond its current collections of bars. These improvements and developments will bring added vitality to the area, as well as tax revenue that will percolate into the downtown area, galleries and businesses alike.

The Scottsdale Collective will contain the single largest investment for private arts in the area in the city's history and will significantly increase the amount of shade, solar, public open space and pedestrian connectivity. But what entices me the most is, as a senior, I'll be able to spend time relaxing with friends and family in a more of a "non millennial" environment. Now, we'll have more of a choice!

For these reasons, I urge you to approve this important project and help make a better downtown Scottsdale that we can all be proud of. Scottsdale's citizens deserve the best. By supporting The Scottsdale Collective, they will get it.

Sincerely,

Tom Thompson (Troon North HOA)
10222 E. Southwind Lane, Villa 1055
Scottsdale, Arizona 85262

CC: City Manager Jim Thompson
Planning Director Randy Grant

Bloemberg, Greg

From: Kuester, Kelli
Sent: Friday, November 06, 2020 1:42 PM
To: John Nichols
Cc: City Council; Bloemberg, Greg
Subject: RE: Times Have Changed

Good afternoon Mr. Nichols,

Thank you for emailing Mayor Lane and the City Councilmembers. The Scottsdale Collection and Shoeman Lane cases are scheduled to be heard at the December 2nd City Council Meeting and Senior Planner Greg Bloemberg is copied on this email. He will make sure your comments are included in the case file and is the best resource should you have any questions.

Links to these cases for more information can be found below:

The Scottsdale Collection

9-ZN-2020 <https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/51069>

1-II-2020 <https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/51082>

5-DA-2020 <https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/51342>

9-AB-2020 <https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/51272>

Shoeman Lane

14-ZN-2020 <https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/51375>

4-TA-2020 <https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/51370>

11-UP-2020 <https://eservices.scottsdaleaz.gov/bldgresources/Cases/Details/51376>

Kelli Kuester

Management Assistant to the Mayor

3939 N. Drinkwater Blvd., Scottsdale, AZ 85251

kkuester@scottsdaleaz.gov

(480) 312-7977

From: John Nichols <johnnchls83@gmail.com>

Sent: Friday, November 6, 2020 7:48 AM

To: City Council <CityCouncil@scottsdaleaz.gov>

Cc: Arizona Republic <opinions@arizonarepublic.com>; T.F. Thornton <TThornton@newszap.com>; Paul Maryniak <pmaryniak@timespublications.com>

Subject: Times Have Changed

External Email: Please use caution if opening links or attachments!

I have an uncomfortable feeling that the Yares brothers will try to ram a package through the present City Council concerning the "entertainment district" before the new members of the City Council take over. I strongly urge you to defer any action on this since these new members represent the thinking of the voters of Scottsdale. We do not want more high rises in this area.

John Nichols

10450 East Desert Cove Avenue

Scottsdale, AZ 85259

480 860-5758
johnnchls83@ [gmail.com](mailto:johnnchls83@gmail.com)

Bloemberg, Greg

From: Curtis, Tim
Sent: Tuesday, November 17, 2020 5:38 PM
To: Bloemberg, Greg
Subject: FW: Planning Commission Public Comment (response #209)

From: Planning Commission <Planningcommission@scottsdaleaz.gov>
Sent: Tuesday, November 17, 2020 4:34 PM
To: Curtis, Tim <tcurtis@scottsdaleaz.gov>
Subject: Planning Commission Public Comment (response #209)

Planning Commission Public Comment (response #209)

Survey Information

| | |
|-----------------------|---|
| Site: | ScottsdaleAZ.gov |
| Page Title: | Planning Commission Public Comment |
| URL: | https://www.scottsdaleaz.gov/boards/planning-commission/public-comment |
| Submission Time/Date: | 11/17/2020 4:32:13 PM |

Survey Response

| | |
|---|---|
| AGENDA ITEM | |
| What agenda item are you commenting on? | 9-ZN-2020 |
| COMMENT | |
| Comment: | <p>I did not see a plan on the the city's website that shows any plans for how this project will accommodate all the increased traffic and demand on water, power, etc. Please consider postponing your decision on this project until a full study of the area can be done. The owner must demonstrate that they can properly handle the increase in traffic and demand on current infrastructure. How can there not be a traffic plan on the website. Are you trying to hide it from the citizens? Furthermore, isn't there a city requirement to be a certain distance away from the street? The developer is showing a distance from the street but he is using the neighboring owner to meet the requirements that he should be required to do on his own site. It seems</p> |

| | |
|--|--|
| | <p>like they are trying to show a bigger site than what they actually have. I really hope the planning council members will ask the owner and the city staff these questions. I am just sick over the owners getting new buildings done without following the rules. I have lived east of the bar/nightclub area in Scottsdale for 22 years and voted for the new resident friendly leaders because of greedy builders like this. We will stop this like we stopped the 5th Ave buildings. We spoke up this election and we will be heard, either through collecting signatures or by you all delaying this until more plans can be shown that this project will not turn Old Town into a traffic nightmare!</p> |
|--|--|

Comments are limited to 8,000 characters and may be cut and pasted from another source.

PLEASE PROVIDE YOUR NAME:

| | |
|--------------------|--------|
| First & Last Name: | Jackie |
|--------------------|--------|

AND ONE OR MORE OF THE FOLLOWING ITEMS:

| | |
|----------|--|
| Email: | jackiedodd@mail.com |
| Phone: | |
| Address: | |

Example: 3939 N. Drinkwater Blvd, Scottsdale 85251

ATTACHMENT 14



Pulled Labels
October 19, 2020

Map Legend:



Postcards: 611

9-ZN-2020



**SCOTTSDALE DEVELOPMENT REVIEW BOARD
KIVA-CITY HALL
3939 DRINKWATER BOULEVARD
SCOTTSDALE, ARIZONA
Thursday, October 15, 2020**

DRAFT SUMMARIZED MEETING MINUTES

PRESENT:

Suzanne Klapp, Councilmember
Paul Alessio, Planning Commissioner
Joe Young, Design Member
Shakir Gushgari, Design Member
Doug Craig, Design Member
Michal Ann Joyner, Development Member

ABSENT:

None

STAFF:

Brad Carr
Joe Padilla
Chris Zimmer
Bronte Ibsen
Lorraine Castro
Brian Hancock
Al Kane

CALL TO ORDER

Councilwoman Klapp called the meeting of the Development Review Board to order at 1:00 PM.

ROLL CALL

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

* 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

ADMINISTRATIVE REPORT

1. Identify supplemental information, if any, related to October 15, 2020 Development Review Board agenda items, and other correspondence.

MINUTES

2. Approval of the October 1, 2020 Development Review Board Meeting Minutes and Study Session Meeting Minutes.

BOARD MEMBER GUSHGARI MOVED TO APPROVE THE OCTOBER 1, 2020 DEVELOPMENT REVIEW BOARD MEETING MINUTES INCLUDING STUDY SESSION MEETING MINUTES, 2ND BY BOARD MEMBER JOYNER. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILWOMAN KLAPP, COMMISSIONER ALESSIO, BOARD MEMBERS GUSHGARI, JOYNER, AND CRAIG WITH AN AYE VOTE OF FIVE (5) TO ZERO (0).

CONSENT AGENDA

3. 3-PP-2020 (Emerald Hills Ranch)
Request for approval of the preliminary plat for a new 7-lot single-family residential subdivision with amended development standards on an +/- 8.5-acre site with Single-family Residential, Environmentally Sensitive Lands (R1-43 ESL) zoning.
10030 N. 124th Street Kimley-Horn, Engineer

BOARD MEMBER JOYNER MOVED TO RECOMMEND APPROVAL OF 3-PP-2020, 2ND BY BOARD MEMBER GUSHGARI. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILWOMAN KLAPP, COMMISSIONER ALESSIO, BOARD MEMBERS GUSHGARI, AND JOYNER WITH AN AYE VOTE OF FOUR (4) TO ZERO (0). WITH BOARD MEMBER CRAIG RECUSED.

REGULAR AGENDA

4. Scottsdale General Plan Update Citizen Review Committee Appointment
Appoint the Development Review Board Vice Chair, or other public member of the Development Review Board, to serve on the 2035 General Plan Update Citizen Review Committee.

BOARD MEMBER CRAIG MOVED TO RECOMMEND BOARD MEMBER GUSHGARI TO BE APPOINTED TO THE CITIZEN REVIEW COMMITTEE, 2ND BY BOARD MEMBER GUSHGARI. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILWOMAN KLAPP, COMMISSIONER ALESSIO, BOARD MEMBERS GUSHGARI, JOYNER, AND CRAIG WITH AN AYE VOTE OF FIVE (5) TO ZERO (0).

REGULAR AGENDA

5. **14-ZN-2018 (South Scottsdale Mixed-Use)**

Pursuant to the requirements of the Planned Unit Development (PUD) zoning district, the applicant is requesting a review by the Development Review Board with a subsequent recommendation to the Planning Commission and City Council regarding the Development Plan and proposed amended development standards for a proposed zoning district map amendment from Highway Commercial (C-3) zoning to PUD zoning for a new mixed-use development consisting of 281 dwelling units and 10,125 square feet of commercial floor area, on a +/- 4.32-acre site.

1000 N. Scottsdale Road

Biltform Architecture Group, Architect/Designer

BOARD MEMBER GUSHGARI MOVED TO RECOMMEND APPROVAL OF 14-ZN-2018, 2ND BY BOARD MEMBER CRAIG. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILWOMAN KLAPP, COMMISSIONER ALESSIO, BOARD MEMBERS YOUNG, GUSHGARI, JOYNER, AND CRAIG WITH AN AYE VOTE OF FIVE (5) TO ZERO (0).

6. **28-DR-2020 (Axon)**

Request by property owner for approval of a site plan, landscape plan, and building elevations for a new 5-story corporate office/manufacturing building with approximately 400,000 square feet of floor area on a +/- 60-acre site.

SEC of Hayden Road and Loop 101

SmithGroup, Architect/Designer

BOARD MEMBER CRAIG MOVED TO RECOMMEND APPROVAL OF 28-DR-2020, 2ND BY BOARD MEMBER JOYNER. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILWOMAN KLAPP, COMMISSIONER ALESSIO, BOARD MEMBERS GUSHGARI, JOYNER, AND CRAIG WITH AN AYE VOTE OF FIVE (5) TO ZERO (0). WITH THE REVISED STIPULATION THAT THE APPLICANT WILL CONTINUE TO WORK WITH STAFF ON THE DESIGN OF BUILDING AND ENHANCED ACCESS TO THE PROPOSED DEVELOPMENT.

REGULAR AGENDA

7. 9-ZN-2020 (The Scottsdale Collection)

Pursuant to the requirements of the Planned Block Development (PBD) zoning district, the applicant is requesting a review by the Development Review Board with a subsequent recommendation to the Planning Commission regarding the Development Plan and proposed site development standards for a proposed zoning district map amendment for multiple parcels from Central Business, Parking P-3 District, Downtown Overlay and Parking P-2 District; Vehicle Parking, Downtown Overlay (C-2/P-3 DO and P-2 DO), Central Business, Downtown Overlay (C-2 DO), and Highway Commercial, Downtown Overlay (C-3 DO) zoning to Downtown/Downtown Multiple Use - Type 3, Planned Block Development, Downtown Overlay (D/DMU-3 PBD DO) zoning, with an Infill Incentive (II) District to allow for amended development standards at the Old Town boundary, on an overall +/- 10.2-acre (gross land area) site generally located between E. Camelback Road to the north, N. Civic Center Plaza to the east, E. 6th Avenue to the south, and N. Scottsdale Road to the west.

Nelsen Partners, Architect/Designer

BOARD MEMBER GUSHGARI MOVED TO RECOMMEND APPROVAL OF 9-ZN-2020, 2ND BY BOARD MEMBER JOYNER. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILWOMAN KLAPP, COMMISSIONER ALESSIO, BOARD MEMBERS GUSHGARI, AND JOYNER WITH AN AYE VOTE OF FOUR (4) TO ZERO (0). WITH BOARD MEMBER CRAIG RECUSED.

ADJOURNMENT

With no further business to discuss, the regular meeting of the Development Review Board adjourned at 3:00 PM.



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

Wednesday, November 18, 2020

***DRAFT SUMMARIZED MEETING MINUTES ***

PRESENT: Paul Alessio, Chair
Prescott Smith, Vice Chair
William Scarbrough, Commissioner
Joe Young, Commissioner
Barry Graham, Commissioner
George Ertel, Commissioner

ABSENT: Renee Higgs, Commissioner

STAFF: Tim Curtis
Margaret Wilson
Bronte Ibsen
Jeff Barnes
Meredith Tessier
Keith Niederer
Greg Bloemberg

CALL TO ORDER

Chair Alessio called the regular session of the Scottsdale Planning Commission to order at 5:01 p.m.

ROLL CALL

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

MINUTES REVIEW AND APPROVAL

1. Approval of October 28, 2020 Regular Meeting Minutes including Study Session.

Commissioner Young moved to approve the October 28, 2020 regular meeting minutes. Seconded by Commissioner Graham, the motion carried unanimously with a vote of six (6) to zero (0).

ATTACHMENT 16

* 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"

CONSENT AGENDA

2. 18-ZN-2019 (Scottsdale Nazarene Rezoning)

Request by owner for a Zoning District Map Amendment from Single-family Residential (R1-7) and Multiple-family Residential (R-5) zoning to Townhouse Residential (R-4) zoning on a +/-5.2-acre site, located at 2340 and 2322 North Hayden Road. Staff contact person is Jeff Barnes, 480-312- 2376. Applicant contact person is Chris Brown, 602-478-0662.

Item No. 2; Recommend City Council for approval of case 18-ZN-2019 by a vote of 6-0; Motion by Commissioner Young, per the staff recommended stipulations, after determining that the proposed Zoning District Map amendment is consistent and conforms with the adopted General Plan. 2nd by Vice Chair Smith.

The motion carried unanimously with a vote of six (6) to zero (0); by Chair Alessio, Vice Chair Smith, Commissioner Scarbrough, Commissioner Young, Commissioner Ertel, and Commissioner Graham.

Request to Speak Cards: George Gerodimos.

Written Comment by: George Gerodimos, Sonnie Kirtley and Ishea Brown.

3. 9-UP-2020 (Nash Powersports)

Request by owner for approval of a Conditional Use Permit to allow for an outdoor vehicle display on a +/- 1.7-acre site with Highway Commercial, Planned Community Development (C-3 PCD) zoning, located at 10781 N. Frank Lloyd Wright Blvd. Staff contact person is Meredith Tessier, 480-312-4211. Applicant contact person is Matt Petrovich, (602) 509-9468.

Item No. 3; Moved to Regular Agenda. Recommended City Council approval of case 9-UP-2020 by a vote of 6-0; Motion by Vice Chair Smith; per the staff recommended stipulations, based upon the finding that the Conditional Use Permit criteria have been met. 2nd by Commissioner Young.

The motion carried unanimously with a vote of six (6) to zero (0); by Chair Alessio, Vice Chair Smith, Commissioner Scarbrough, Commissioner Young, Commissioner Ertel, and Commissioner Graham.

Request to Speak Cards: Peter Bannochie, and Pat Bannochie.

Written Comment by: Gail Pellis and Marsha Rader.

4. 22-UP-2003#4 (T-Mobile PH23001J Desert Mountain Cactus Wireless Communication Facility (WCF))

Request by owner for approval of a Conditional Use Permit for an existing Type 4 Alternative Concealment Wireless Communication Facility (WCF) concealed within a 30-foot-tall artificial cactus located on a +/-26-acre site located at 39730 N. Cave Creek Road with Open Space Environmentally Sensitive Lands District (O-S ESL) zoning. Staff contact person is Keith Niederer, 480-312-2953. Applicant contact person is Todd Daoust, (602) 549-9054.

Item No. 4; Recommended City Council for approval of case 22-UP-2003#4 by a vote of 6-0; Motion by Commissioner Young per the staff recommended stipulations, based upon the finding that the Conditional Use Permit criteria have been met. 2nd by Vice Chair Smith.

The motion carried unanimously with a vote of six (6) to zero (0); by Chair Alessio, Vice Chair Smith, Commissioner Scarbrough, Commissioner Young, Commissioner Ertel, and Commissioner Graham.

REGULAR AGENDA

5. 10-UP-2020 (Multi-Use Sport Fields MUMSP)

Request by the City of Scottsdale for approval of a Municipal Use Master Site Plan for a new multi-use sports field with field lighting located at 9390 E. Bell Road, zoned Single-family Residential, Environmentally Sensitive Lands, Planned Community District (R1-7, ESL PCD). Staff contact person is Meredith Tessier/Joe Phillips, 480-312-4211. Applicant contact person is Joe Phillips, (480) 861-4823.

Item No. 5; Recommended to City Council for approval of case 10-UP-2020 by a vote of 5-1; Motion by Vice Chair Smith, per the staff recommended stipulations, based upon the finding that the municipal use master site plan criteria have been met. 2nd by Commissioner Scarbrough, with Commissioner Ertel Dissenting.

The motion carries with a vote of five (5) to one (1); with Chair Alessio, Commissioner Scarbrough, Commissioner young, and Commissioner Graham voting in favor, and Commissioner Ertel voting against.

Written Comment by: Anthony Currie, Jennifer Velasco, Pamela Kacir, and Angie Medeiros.

6. 14-UP-2020 (DC Ranch Neighborhood Park MUMSP Phase I)
Request by the City of Scottsdale for approval of the Phase I Municipal Use Master Site Plan and Conditional Use Permit for a park on +/- 14.67 acres located at the Southwest corner of N. 91st Street and E. Trailside View with Open Space, Planned Community District (OS PCD) zoning. Staff contact person is Joe Phillips/Meredith Tessier, 480-312-4211. Applicant contact person is Joe Phillips, (480) 312-2522.

Item No. 6; Recommended City Council approve case 14-UP-2020, by a vote of 6-0; Motion by Vice Chair Smith, per the staff recommended stipulations, based upon the finding the Municipal Use Master Site Plan criteria and the Conditional Use Permit criteria have been met. 2nd by Commissioner Ertel.

The motion carried unanimously with a vote of six (6) to zero (0); by Chair Alessio, Vice Chair Smith, Commissioner Scarbrough, Commissioner Young, Commissioner Ertel, and Commissioner Graham.

Written Comment Cards: Pamela Kacir

7. 9-ZN-2020 (The Scottsdale Collection)
1-II-2020 (The Scottsdale Collection)
Request by owner for a Zoning District Map Amendment for multiple parcels from Central Business, Parking P-3 District, Downtown Overlay and Parking P-2 District; Vehicle Parking, Downtown Overlay (C-2/P-3 DO and P-2 DO), Central Business, Downtown Overlay (C-2 DO), and Highway Commercial, Downtown Overlay (C-3 DO) zoning to Downtown/Downtown Multiple Use - Type 3, Planned Block Development, Downtown Overlay (D/DMU-3 PBD DO) zoning, with an Infill Incentive (II) District to allow for amended development standards at the Old Town boundary, and a Development Plan with development standards, and a Parking Master Plan on an overall +/- 10.2-acre (gross land area) site generally located between E. Camelback Road to the north, N. Civic Center Plaza to the east, E. 6th Avenue to the south, and N. Scottsdale Road to the west. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is John Berry, (480) 385-2727.

8. 9-AB-2020 (The Scottsdale Collection)

Request by owner to abandon alley right-of-way, varying in width from 18 feet to 20 feet, between E. Indian Plaza to the north and E. Shoeman Lane to the south, bordered by parcels 173-41-260, 173-41-182, 173-41-183 and 173-41-259. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is John Berry, (480) 385-2727.

Item No's 7&8; Recommendation to City Council for approval of cases 9-ZN-2020, 1-II-2020, and 9-AB-2020 and approval of a Development Plan Motion by Commissioner Young, by a vote of 4-1, per the staff recommended stipulations after determining that the PUD criteria have been met, and the proposed Zoning District Map Amendment is consistent and conforms with the adopted General Plan. 2nd by Commissioner Ertel, with Commissioner Graham Dissenting, and Vice Chair Smith Recusing himself.

The motion carries with a vote of four (4) to one (1); with Chair Alessio, Commissioner Scarbrough, Commissioner Young, and Commissioner Ertel voting in favor, and Commissioner Graham voting against. With Vice Chair Smith Recusing himself.

Request to Speak Cards by: Ryan Hibbert, Jason Adler, Frank Jacobson, Jeff Isishke and Bill Crawford.

9. 4-TA-2020 (Medical Marijuana Text Amendment)

Request by applicant to amend the Zoning Ordinance (Ord. No. 455), specifically Section 1.403.M.2. (Additional conditions for specific conditional uses), to add criteria for Medical Marijuana uses located within the Old Town boundary, and Table 5.3004.D. (Land Uses) to add "Medical Marijuana Use" to the list of allowed uses in all Downtown (D) District Subdistricts, subject to a Conditional Use Permit. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, (602) 230-0600.

10. 14-ZN-2020 (Shoeman Lane)

Request approval of a zoning district map amendment from Central Business District, Parking District, Downtown Overlay and Parking Regulations, Downtown Overlay (C-2/P-3 DO and P-2 DO) to Downtown/Downtown Multiple Use, Type 3, Parking Regulations, Downtown Overlay (D/DMU-3 P-3 DO and P-2 DO) for a +/- 0.14-acre site located at 7333, 7335 and 7337 E. Shoeman Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, (602) 230-0600.

11. 11-UP-2020 (Shoeman Lane)

Request by owner for approval of a Conditional Use Permit for a Medical Marijuana use (dispensary), on a +/- 0.14-acre site with Downtown/Downtown Multiple Use, Type 3, Parking Regulations, Downtown Overlay (D/DMU-3 P-3 DO and P-2 DO) zoning located at 7333, 7335 and 7337 E. Shoeman Lane. Staff contact person is Greg Bloemberg, 480-312-4306. Applicant contact person is Jason Morris, (602) 230-0600.

Item No's 9,10&11; Motion to continue cases 4-TA-2020, 14-ZN-2020, and 11-UP-2020 (Shoeman Lane) until the March 10th, 2021 Planning Commission meeting made by Commissioner Ertel. 2nd by Commissioner Young.

The motion carried unanimously with a vote of six (6) to zero (0); by Chair Alessio, Vice Chair Smith, Commissioner Scarbrough, Commissioner Young, Commissioner Ertel, and Commissioner Graham.

Request to Speak Cards by: Michelle Morris, Sonnie Kirtley, Brett Mecum, and Daniel Spiro.

Written comment by: Sonnie Kirtley, Jan Boley, Richard Hildebrand, Terri McCook, Joel Peterson, Elaine Swanson, Terri Roubos, James Davis, Tamara Zhilyaev, and Teri Huston.

ADJOURNMENT

With no further business to discuss, the regular session of the Planning Commission adjourned at 8:09 p.m.

The Scottsdale Collection

9-ZN-2020, 1-II-2020 and 9-AB-2020

City Council
December 2, 2020

Coordinator: Greg Bloemberg





Detail Aerial 1

9-ZN-2020



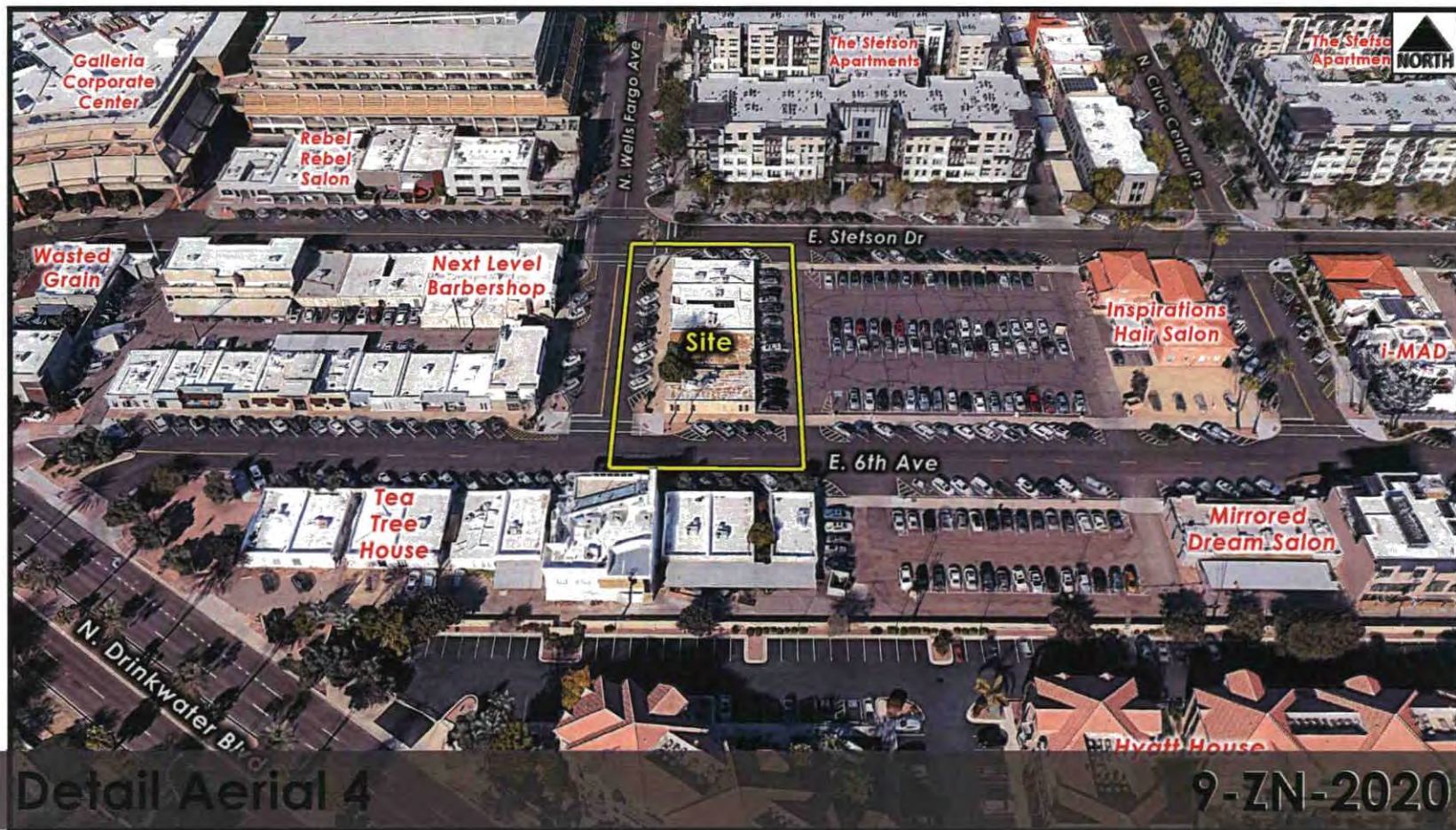
Detail Aerial 2

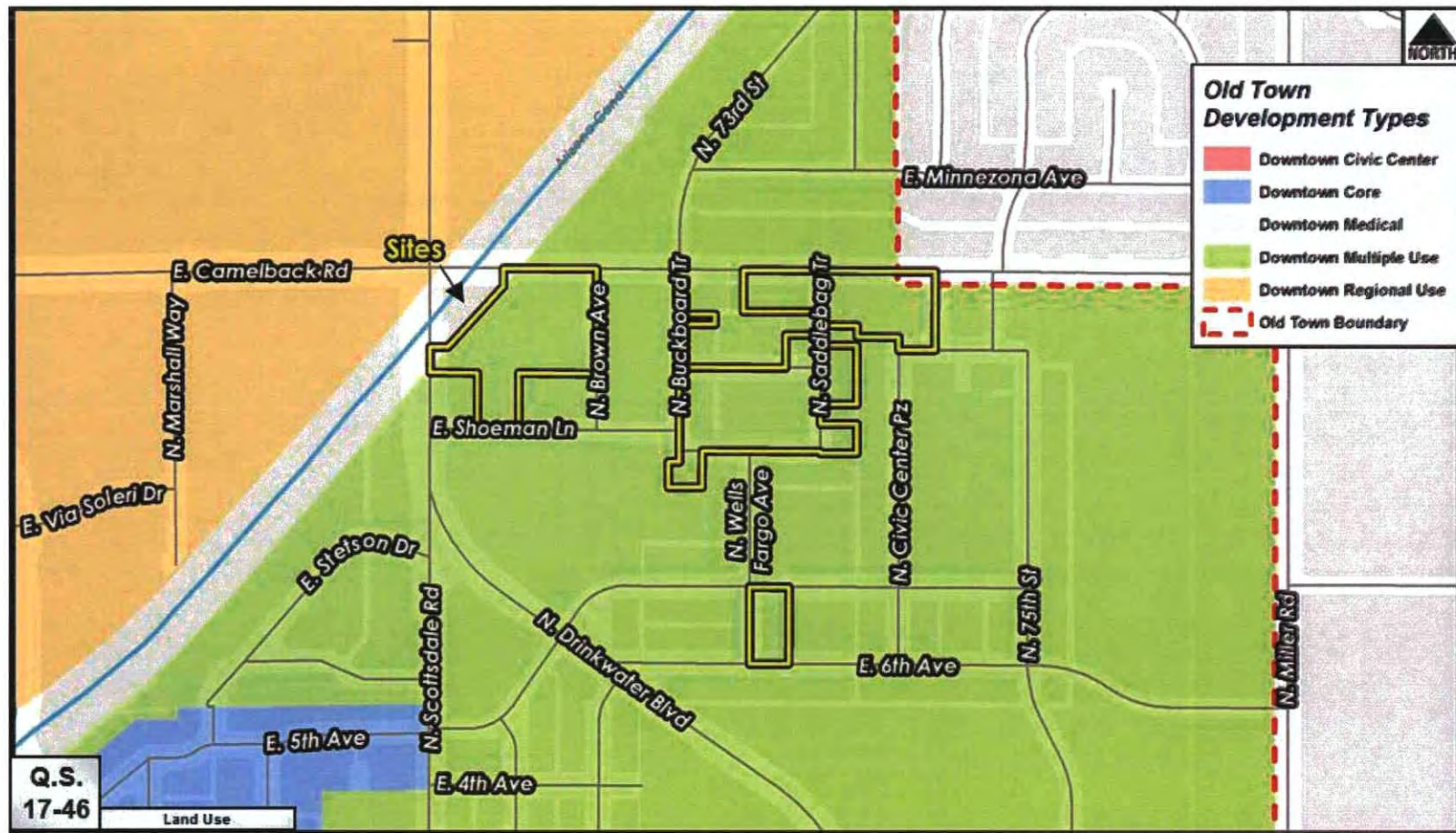
9-ZN-2020



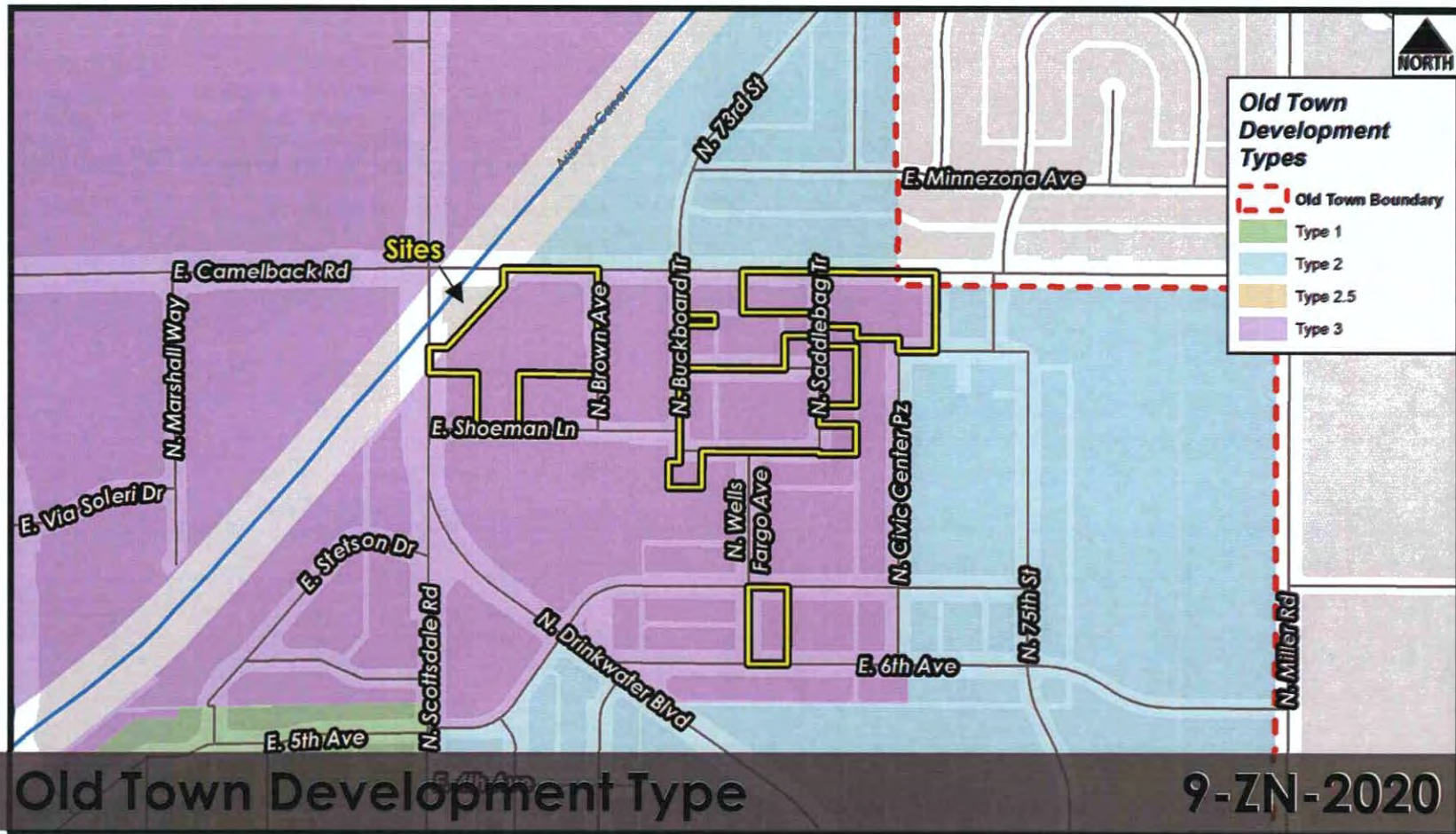
Detail Aerial 3

9-ZN-2020





OLD TOWN CHARACTER AREA PLAN LAND USE (ENLARGED)



Request:

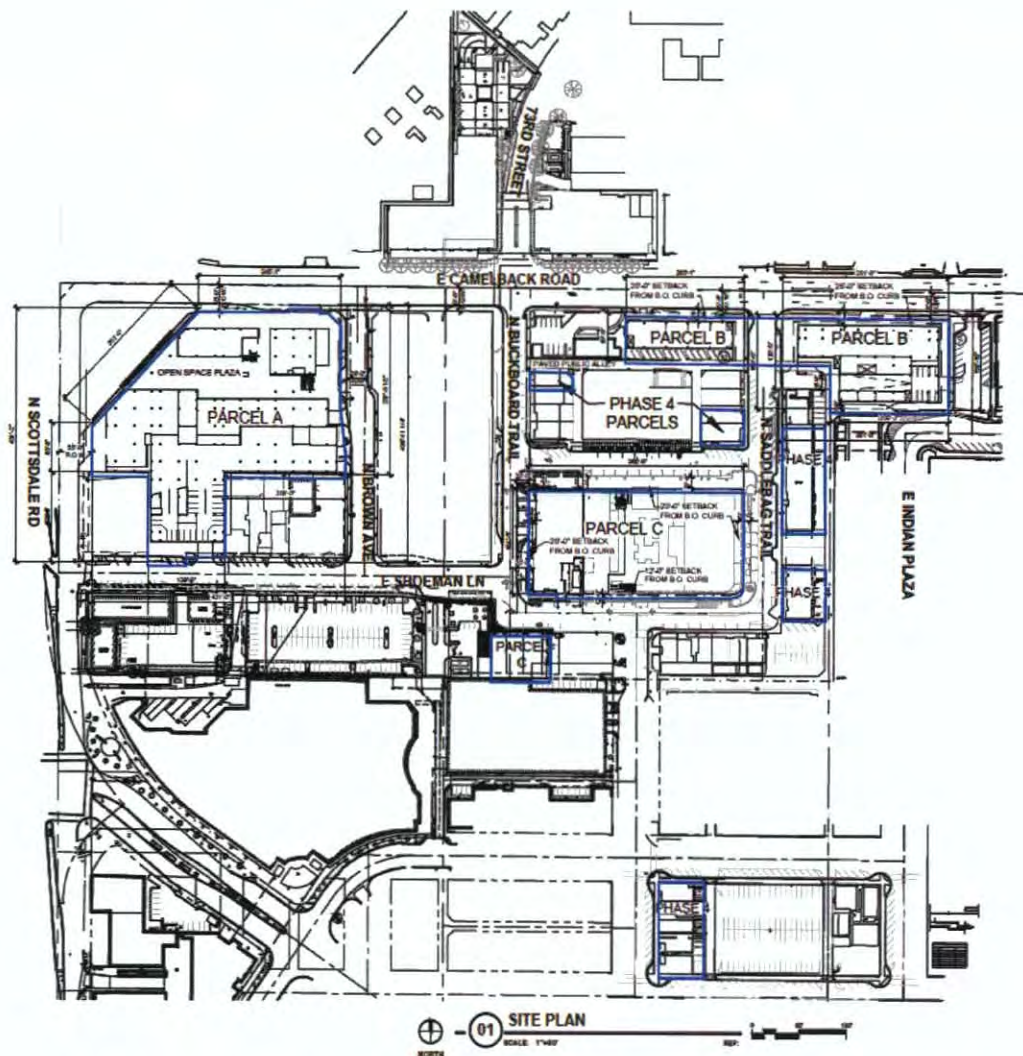
- Approval of rezone for multiple parcels to D/DMU-3 PBD P-3 DO, with an Infill Incentive District (II), including Development Plan and proposed development standards
- Approval of an abandonment of an alley between E. Indian Plaza and E. Shoeman Lane

REQUEST SUMMARY

- Three primary phases:
 - City Center (Parcel A)
 - Mint Site (Parcel B)
 - Maya Site (Parcel C)
- Parking Master Plan proposed (w/ Mixed-Use Shared Parking Program)
- No development proposed for “Other” parcels at this time
- Proposed bonus building heights up to 156 feet
- \$869,094 for bonus height to be used for public improvements in Old Town area
- No bonus GFAR or density
- Northeast corner of development plan abuts Old Town boundary (Infill Incentive required to amend standards at boundary)

REQUEST SUMMARY (cont.)

- Setbacks and stepbacks adjacent to Old Town boundary (E. Camelback Road)
- Proposed development standards for each phase
- Abandonment of alley
- \$250,000 for abandonment of public interest in alleyway
- 10/15/2020: Development Review Board recommended approval (4-0)
- 11/18/2020: Planning Commission recommended approval (4-1)



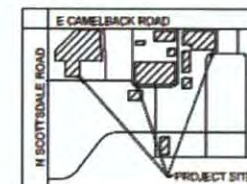
PROJECT INFORMATION

| | |
|---------------------------|---|
| CURRENT ZONING: | C-2, C-2, P-2 |
| PROPOSED ZONING: | DOWNTOWN Type 3 FPD DO P-3 on 2.044 acres and DOWNTOWN Type 3 FPD DO on 0.244 acres Downtown Downtown Multiple Use - Type 3 Planned Block Development with Downtown Overlay |
| GROSS SITE AREA: | 10.25 ACRES |
| NET LOT AREA: | 846,001 SF 6.60 ACRES (200,000 SF) |
| MAXIMUM GFAR ALLOWED: | 1.3 RATIO - 500,461 GSF |
| PROPOSED GFAR: | 1.3 RATIO - 500,461 GSF |
| MAX. HEIGHT ALLOWED: | 150 FT WITH BONUS |
| PROPOSED HEIGHT: | 150 FT, PLUS 4' MECHANICAL |
| NUMBER OF UNITS ALLOWED: | 512 UNITS |
| PROPOSED NUMBER OF UNITS: | 100 50 UNITS PER ACRE 512 UNITS |

AREA TABULATIONS

| | |
|-------------------------|------------|
| PARCEL A (CITY CENTER): | |
| COMMERCIAL | 201,707 SF |
| RESIDENTIAL | 106 UNITS |
| PARCEL B (THE MINT): | |
| COMMERCIAL | 07,290 SF |
| PARCEL C (THE MAYA): | |
| COMMERCIAL | 120,000 SF |
| EXISTING COMMERCIAL | 22,617 SF |
| OTHER PARCELS: | |
| EXISTING COMMERCIAL | 23,118 SF |
| FUTURE COMMERCIAL | 106,716 SF |
| FUTURE RESIDENTIAL | 400 UNITS |
| TOTAL COMMERCIAL | 500,461 SF |
| TOTAL DWELLING UNITS | 512 UNITS |

VICINITY MAP RYS



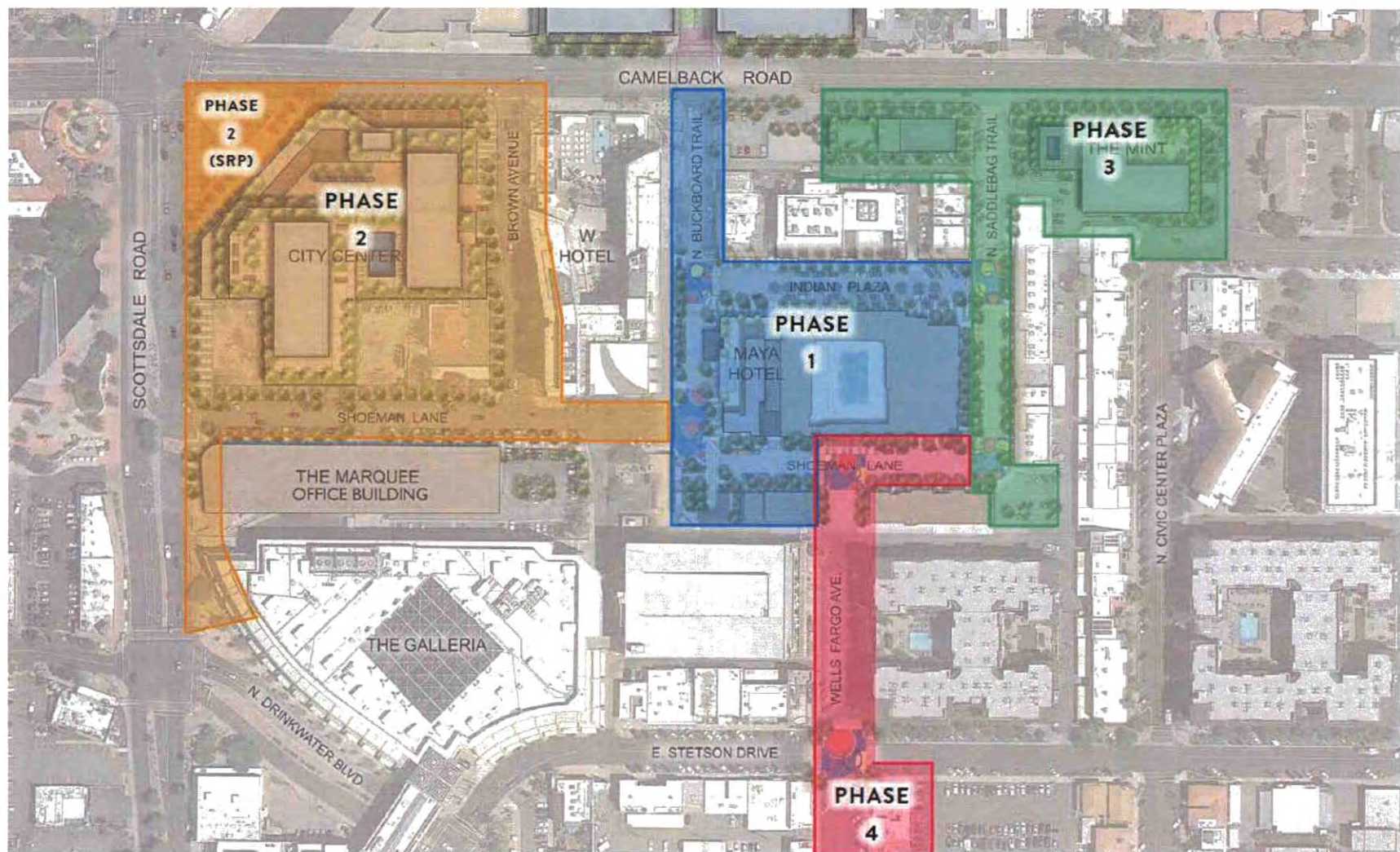
PLAN KEY:

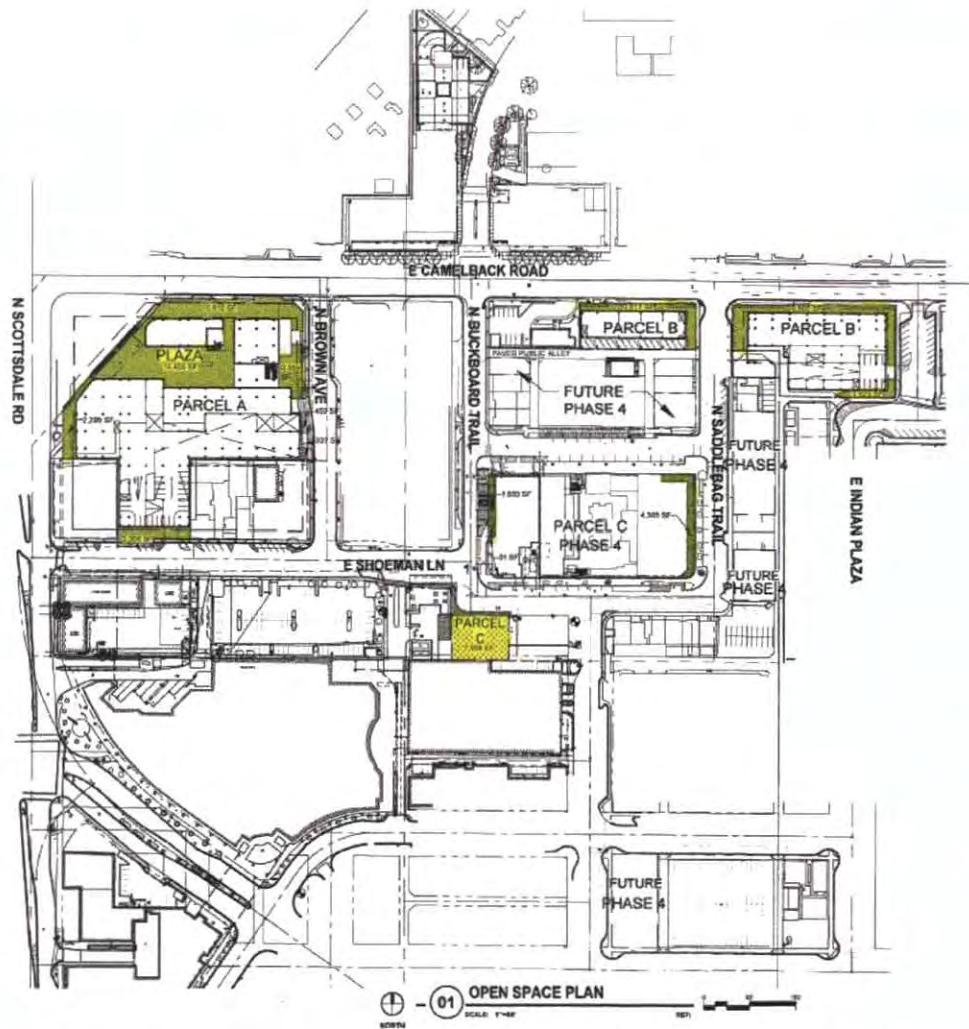
ZONING PARCEL BOUNDARY

MASTER SITE PLAN (zoning)



MASTER SITE PLAN (Phases 1-3)





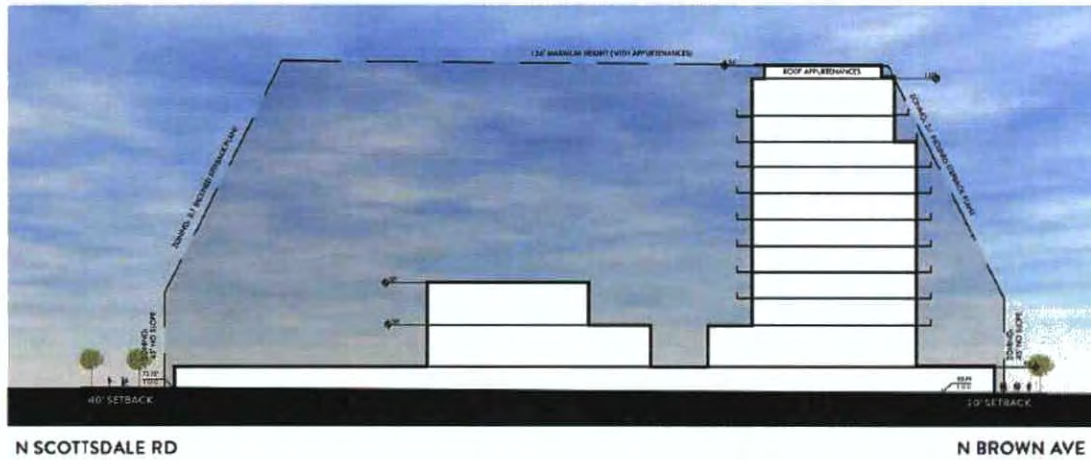
OPEN SPACE PLAN

| LEGEND | | |
|--------|---------------------------------------|-----------|
| | OPEN SPACE = | 53,461 SF |
| | FLEXIBLE PLAZA (INTERIM PARKING) = | 7,938 SF |

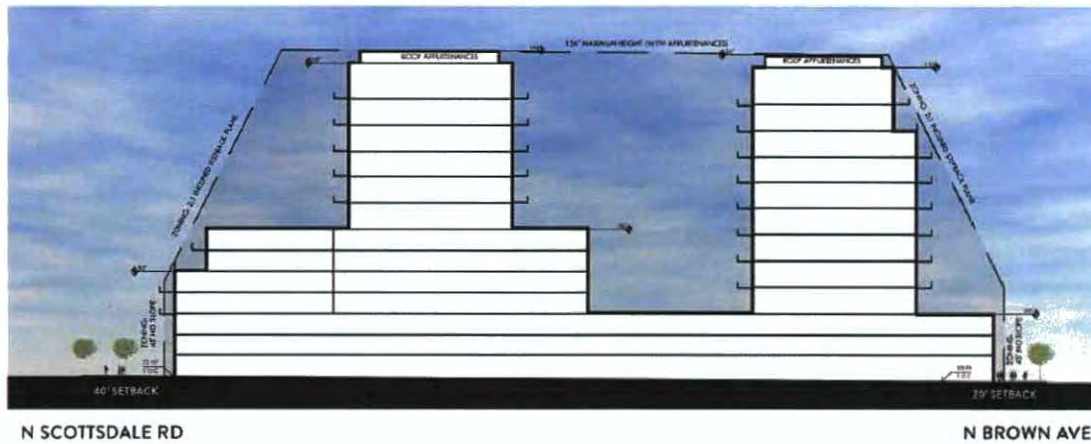
City Center Development Standards

- **Max building height:** 156 feet (inclusive of rooftop appurtenances)
- **Building setback:** 2:1 beginning at 45 feet in height
- **Building setbacks:** 40 feet BOC from major streets, 20 feet for all other streets





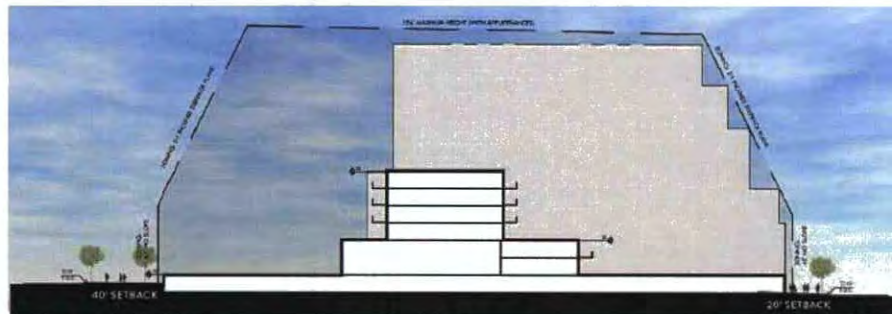
KEY PLAN



KEY PLAN

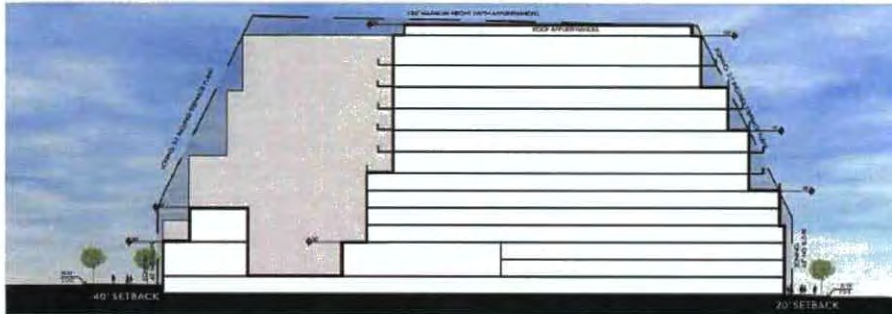
SCALE: T = 50' 10' 12'

CITY CENTER BUILDING STEPBACKS



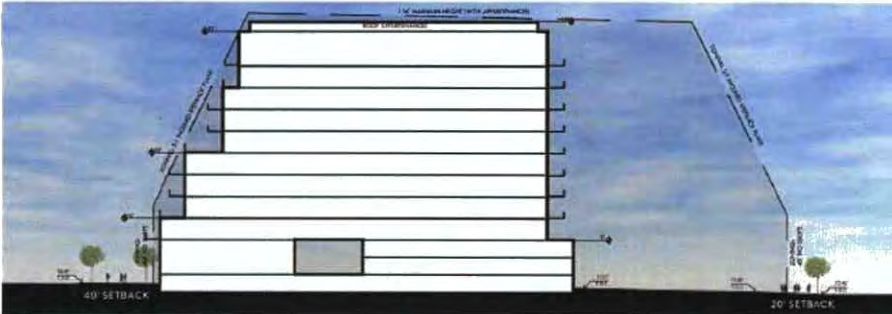
E CAMELBACK RD

E SHOEMAN LN



E CAMELBACK RD

E SHOEMAN LN



E CAMELBACK RD

E SHOEMAN LN



KEY PLAN



KEY PLAN



KEY PLAN

SCALE: 1" = 60'

CITY CENTER BUILDING STEPBACKS

Mint Site Development Standards

➤ Max building height:

- East of Saddlebag: 96 feet
- West of Saddlebag: 60 feet

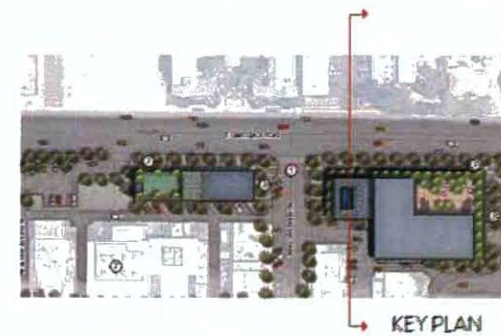
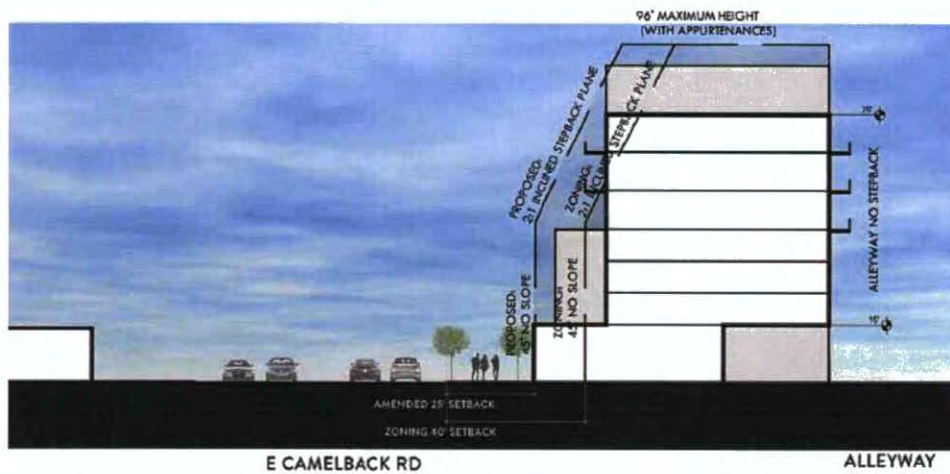
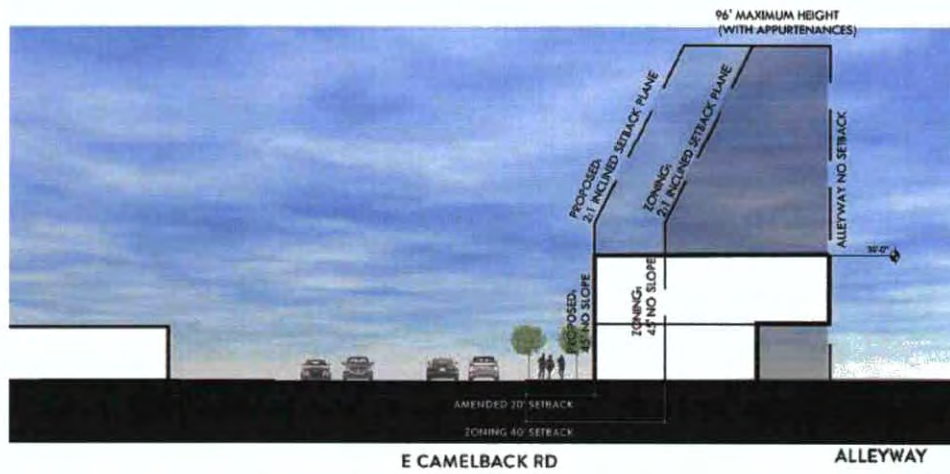
➤ Building stepback:

- East of Saddlebag: 30-foot stepback at 50 feet in height
- West of Saddlebag: 2:1 at 45 feet in height



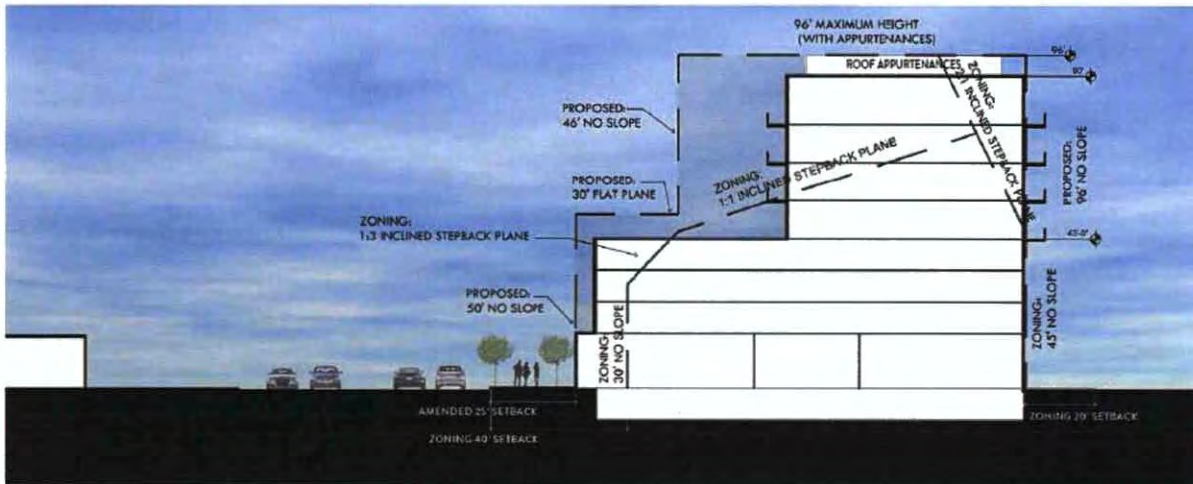
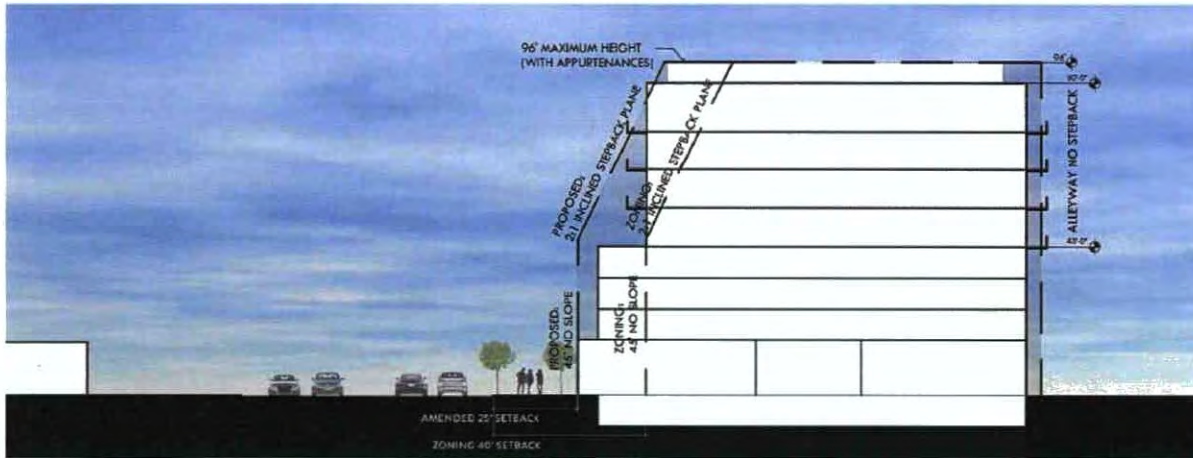
➤ Building setbacks:

- East of Saddlebag: 25 feet BOC
- West of Saddlebag: 20 feet BOC



SCALE: 1" = 30' 0' 10' 30' 60'

MINT SITE BUILDING STEPBACKS



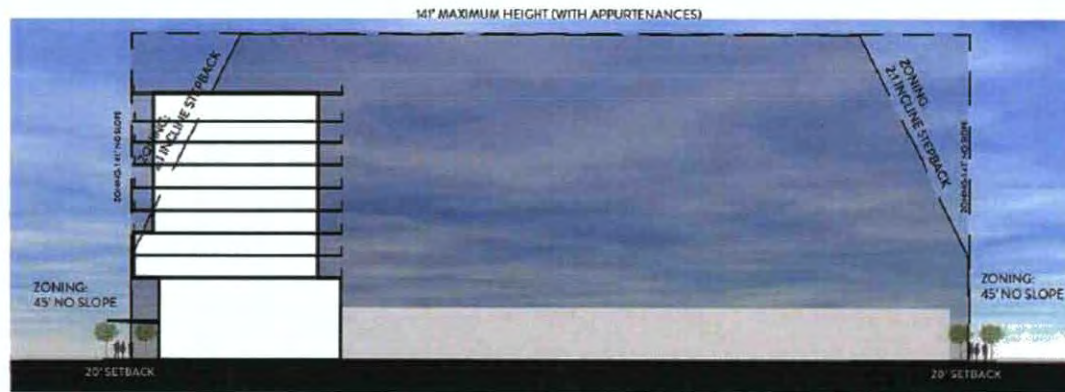
MINT SITE BUILDING STEPBACKS

SCALE: 1" = 30' 0' 15' 30'

Maya Site Development Standards

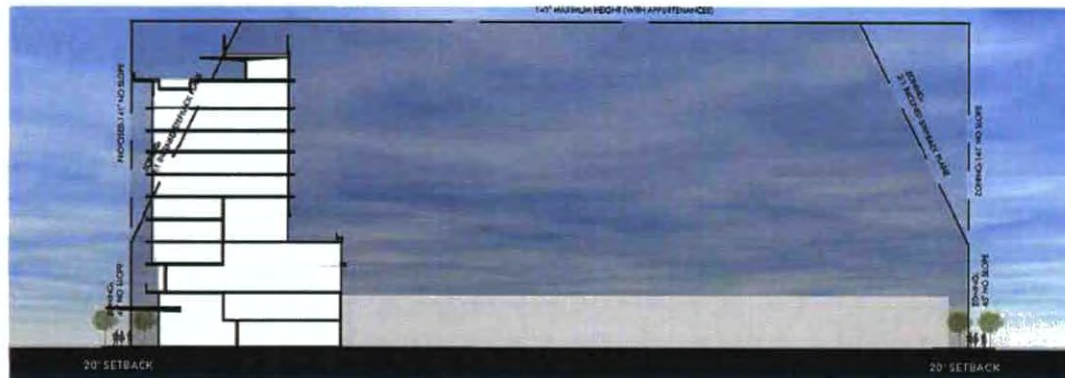
- **Max building height:**
 - 141 feet (max. 55% of site)
 - 32 feet (45% of site)
- **Building setback:**
 - None
- **Building setbacks:**
 - Hotel only: 10 feet adjacent to on-street parking and drop-off lane
 - Rest of site: 20 feet BOC





N BUCKBORD TRAIL

N SADDLEBAG TRAIL



N BUCKBORD TRAIL

N SADDLEBAG TRAIL

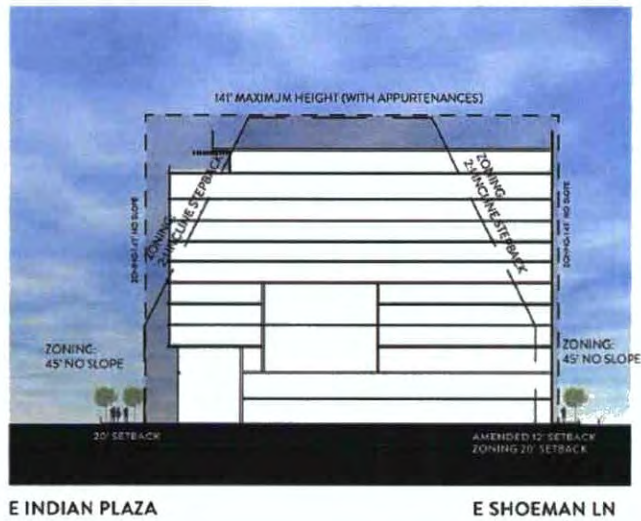


KEY PLAN



KEY PLAN

MAYA SITE SECTIONS



MAYA SITE SECTIONS



ABANDONMENT

The Scottsdale Collection

9-ZN-2020, 1-II-2020 and 9-AB-2020

City Council
December 2, 2020

Coordinator: Greg Bloemberg