

CITY COUNCIL REPORT



Meeting Date: February 8, 2022
 General Plan Element: *Land Use*
 General Plan Goal: *Create a sense of community through land uses*

ACTION

Greenbelt 88 15-ZN-2020

Request to consider the following:

1. Adopt Ordinance No. 4522 approving a Zoning District Map Amendment from Planned Neighborhood Center Planned Community District (PNC PCD) to Planned Unit Development (PUD), including a development plan with amended development standards for building setbacks for a mixed-use center including 238 multi-family dwelling units and approximately 29,000 square feet of non-residential floor area on a +/- 7-acre site located at 3308 - 3370, 3388 N. Hayden Road.
2. Adopt Resolution No. 12281, declaring "Greenbelt 88 Development Plan" a public record.
3. Adopt Resolution No. 12284, authorizing "Greenbelt 88 Conditional Zoning & Reversion Agreement" Contract No. 2021-154-COS.

Goal/Purpose of Request

The applicant's request is to redevelop the existing retail shopping center into a new a mixed-use center including 238 multi-family dwelling units and approximately 29,000 square feet of non-residential floor area.

Key Items for Consideration

- Substantial neighborhood opposition with concerns regarding the proposed building height and density.
- Significant reinvestment in a shopping center.
- Significant amount of existing retail space being retained.
- On-site traffic concerns regarding southern driveway/garage entrance.
- The Development Review Board forwarded a recommendation of approval on May 6, 2021 with a vote of 4-0 (as required for a PUD development).
- Planning Commission heard this case on 8/25/21 and recommended approval with a vote of 4-3.
- Continued from the October 5, 2021 City Council meeting at Applicant's request

- Continued from the November 16, 2021 City Council meeting at the Applicant’s request

OWNER

Village Property Management LLC-Todd Silver
(480) 291-0743

APPLICANT CONTACT

George Pasquel III
Withey Morris, PLC
602-230-0600

LOCATION

3308 - 3370, 3388 N. Hayden Road.



BACKGROUND

Application Updates

Since this request was continued from the November 16, 2021 City Council meeting at the Applicant’s request, the Applicant has completed additional outreach efforts with the surrounding property owners and residents in the nearby neighborhoods. As a result of these efforts, and receiving general direction from the City Council, the Applicant has made the following updates to the request:

- The number of units has been reduced from 278 units (40 du/ac) to 238 units (34 du/ac). This is a reduction of approximately 20% from the 300 units that were originally proposed with the application.
- The maximum building height has been reduced from 48 feet (plus 10 feet for mechanical) to 45 feet (plus 5 feet for mechanical).
- The building massing has been reduced by removing portions of the 4th floor building area and creating additional setbacks along the Indian Bend Wash, N. Hayden Road frontage, and E. Osborn Road frontage.
- The commercial floor area has been increased by approximately 4,000 square feet (from 25,000 square feet to 29,000 square feet) with new flex space at the ground level, facing the N. Hayden Road frontage and north plaza area.

Please see Attachment #2 (Applicant Modifications Exhibit) for additional detail regarding these changes.

General Plan

The 2001 General Plan Land Use Element designates the property as Mixed-Use Neighborhoods. This category can accommodate higher density housing combined with complementary office or retail uses or mixed-use structures with residential above commercial or office. Mixed-Use Neighborhoods

are typically located with strong access to multiple modes of transportation and major regional access and services, and have a focus on human-scale development.

Character Area Plan

The General Plan establishes Character Area Planning as a means to ensure quality of development and consistency of character within the context of community-wide goals. The subject site is located within the Southern Scottsdale Character Area Plan within an Opportunity Corridor (Hayden Road, Continental Activity Area). In Southern Scottsdale, Opportunity Corridors only occur within General Plan designated Activity Areas, and these corridors support moderate intensity, mixed-use development. One of the overarching themes of the plan is to encourage redevelopment and revitalization, as well as to acknowledge a need for diversity of housing choice (Land Use Chapter Goals LU 1 and 3). Furthermore, the plan supports the orientation of development toward the Indian Bend Wash to engage the open space amenity (Land Use Chapter Goal LU 8 and Open Space & Recreation Chapter Goal OSR 3).

Zoning

The site was annexed into the City in 1965 (Ord. #273) and zoned to the Neighborhood Commercial (C-1) zoning designation. In 1974 a master plan for the Schrader Ranch Planned Community District (26-ZN-1974) was submitted and approved by the City Council, which changed the zoning on the subject site to Planned Neighborhood Center, Planned Community District (PNC PCD). The PNC district is intended to provide a hub of activity and a focal point in the community. Developments are anticipated to provide professional offices, services and retail sales to meet the daily needs of the residents and patrons.

The applicant is requesting to change the zoning to the Planned Unit Development (PUD) district to accommodate the redevelopment proposal. The PUD zoning district promotes a mixed-use development pattern along major/minor arterial/collector streets for small- to medium-sized infill sites which are located outside of the Environmentally Sensitive Lands Overlay and the Downtown Area boundary.

Context

Located on the southwest corner of Hayden & Osborn Roads in southern Scottsdale, the site is situated in an area that includes 1, 2, and 3-story office, retail, service, and residential development. The site has been occupied by the existing retail center since 1981.

Please refer to context graphics attached.

Adjacent Uses and Zoning

- North: Apartments/condos, zoned Multi-family Residential Planned Community District (R-5 PCD) and a Gas station, zoned Neighborhood Commercial Planned Community District (C-1 PCD)
- South: Office building, zoned Commercial Office Planned Community District (C-O PCD)
- East: Office, restaurant and car wash uses, zoned Neighborhood Commercial (C-1) district and Central Business (C-2) district.

- West: Indian Bend Wash / golf course, zoned Open Space Planned Community District (OS PCD), further west are apartments, zoned Multi-family Residential Planned Community District (R-5 PCD)

Other Related Policies, References:

Scottsdale General Plan 2001, as amended
Southern Scottsdale Character Area Plan
Zoning Ordinance
26-ZN-1974: Shrader Ranch PCD

APPLICANT’S PROPOSAL

Development Information

The applicant is proposing to redevelop the existing retail shopping center into a new a mixed-use center including 238 multi-family dwelling units and approximately 29,000 square feet of non-residential floor area on the +/- 7-acre site. This has changed from the original proposal, which included 300 dwelling units and approximately 21,000 square feet of commercial floor area. The proposed 4-story development will replace the existing strip center retail, however, does not include the existing Arizona Federal Credit Union, Carl’s Junior, or Starbuck’s buildings.

The proposed 4-story mixed-use development is located on the western half of the site, adjacent to the Indian Bend Wash. The building includes 238 residential units (+/- 34 du/ac), with 25,000 square feet of ground floor retail uses and 4,000 square feet of non-residential flex space along the east and north sides of the building. There is also a new single-story pad building along the N. Hayden Road frontage that is planned to accommodate the possible relocation of existing tenant(s). Vehicular access to the development is provided via the existing two (2) driveways on E. Osborn Road and existing three (3) driveways on N. Hayden Road. There is also an existing driveway directly north of the Starbuck’s building that is exit-only that will remain in its current configuration. A portion of the surface parking lot will remain to serve the existing and new retail, while most of the parking for the proposed residential will be provided in a parking structure that is integrated into the building. The existing sidewalk adjacent to E. Osborn Road will be replaced with a new 10-foot-wide sidewalk and the existing 8-foot-wide sidewalk on N. Hayden Road will remain. Two (2) new pedestrian access points into the site will be provided from the sidewalk on N. Hayden Road and one (1) new pedestrian access point into the site will be provided from the sidewalk on E. Osborn Road. Although the site has frontage on the Indian Bend Wash, this section of the wash is privately owned and has been developed with a golf course. The public sidewalk within the wash area is located on the western frontage of the wash. As such, there is no opportunity for direct connections to the wash from the development. However, pedestrians may reach the public sidewalk on the west side of the wash by utilizing the pedestrian connection to E. Osborn Road.

Although the PUD district only requires 10 percent of the site to be open space, approximately 24 percent of the site will be open space, including pedestrian hardscape, public and private courtyards, and landscape. Much of the open space is focused along the south and west sides of the mixed-use building within a large pedestrian paseo. Additionally, an open courtyard that may be utilized by future restaurant spaces is provided at the north side of the building. Public access will be provided to the courtyard area and the new pedestrian connections from Hayden and Osborn Roads, as well as

the pedestrian paseo located along the Indian Bend Wash frontage. Conceptually, this pedestrian paseo along the Wash frontage could potentially be extended to the south with any future redevelopment of the property to the south.

The existing landscaped setbacks along N. Hayden Road and E. Osborn Road will remain and be enhanced with additional tree plantings. Low water use, drought tolerant trees, shrubs and groundcovers, accented with more lush materials will be used throughout the site. Since this is a zoning application, the submitted landscape plan is conceptual, and a more detailed landscape plan will be provided for review with the future Development Review Board application.

Although this is a zoning application and the architectural design of the buildings will be subject to review and approval by the Development Review Board with a future application, the owner has provided conceptual building elevations as well as narrative descriptions of the planned architectural character for the project. The architectural design proposes traditional materials, including slump block or brick, and other masonry units integrated into a contemporary palette of composite wood, concrete, metal and plaster finishes. At the retail and other commercial portions of the building, façade materials will provide the appropriate change in scale and visual interest along with overhangs and canopies that create shade. On the residential portions, floor and roof overhangs, balcony extensions and other horizontal and vertical design elements will create shade for glazed portions of the façade.

Project Data

- Existing Use: Retail/restaurant/service
- Proposed Use: Mixed-use (residential, commercial, restaurant)
- Parcel Size: 301,493 square feet / 7-acre (gross)
288,288 square feet / 6.6-acre (net)
- Residential Building Area: 242,388 square feet
- Non-Residential Building Area: 25,000 square feet
- Total Building Area: 267,407 square feet
- Floor Area Ratio Allowed: 0.8 (non-residential floor area only)
- Floor Area Ratio Provided: 0.1 (non-residential floor area only)
- Building Height Allowed: 48 feet (Plus 10' for rooftop appurtenances)
- Building Height Proposed: 45 feet (Plus 5' for rooftop appurtenances)
- Parking Required: 465 spaces
- Parking Provided: 470 spaces
- Open Space Required: 30,494 square feet / 0.70 acres
- Open Space Provided: 81,856 square feet /1.88 acres
- Number of Dwelling Units Allowed: Per Development Plan
- Number of Dwelling Units Proposed: 238 units
- Density Allowed: Per Development Plan
- Density Proposed: 34 dwelling units per acre

IMPACT ANALYSIS

Land Use

The Planned Unit Development (PUD) district is a tool to help implement the City's goals of the General Plan's Mixed-Use Neighborhoods land use designation. The PUD zoning district provides for that purpose by allowing a mix of uses within the same district, usually within one development parcel. The PUD district also promotes a mix of uses within the broader context of development, including development on adjacent parcels.

The proposed zoning district map amendment would allow for reinvestment and additional multi-family residential in the area, which is consistent with the surrounding mix of uses. The proposed dwelling units and non-residential uses in a mixed-use format would allow for implementation of the goals of the Southern Scottsdale Character Area Plan and the General Plan, which encourage redevelopment and revitalization, as well as to acknowledge a need for diversity of housing choice. The proposal to redevelop an older, existing commercial center into a mixed-use development will allow residents to have access to an array of retail and service-related uses as well as emphasizing open space and pedestrian connectivity. The development heights and setbacks associated with the zoning are proposed in an appropriate context to the surrounding community in terms of character, height massing, and overall setbacks. In addition, the proposed mixed-use development includes amenities and publicly accessible open space areas that will provide an asset to the community.

PUD Findings

As part of the approval or modified approval of an application for a PUD District, the Planning Commission shall recommend, and the City Council shall find that the following criteria have been met:

- a. The proposed development promotes revitalization, the goals, policies and guidelines of the General Plan, area plans and design guidelines.**
 - *The proposed zoning district map amendment would allow for additional multi-family residential in a mixed-use format, further implementing of the goals of the Southern Scottsdale Character Area Plan and the General Plan, which encourage redevelopment and revitalization, as well as to acknowledge a need for diversity of housing choice. Please refer to the applicant's narrative for additional response related to General Plan conformance.*

- b. The proposed development's uses, densities or development standards would not otherwise be permitted by the property's existing zoning.**
 - *The site is currently zoned Planned Neighborhood Center Planned Community District (PNC PCD), which would not allow the requested mixed-use development with the density and building height proposed. The PUD district zoning is needed to accommodate the proposed development.*

- c. The proposed development will be compatible with adjacent land uses and promotes the stability and integrity of abutting or adjacent residential neighborhoods.**

- *Although the proposed density and height is greater than many of the 20–30-year-old garden style apartments in the vicinity, this specific site is bordered by a substantial open space to the west, 2-and 3-story office buildings to the south, and other commercial & service-related uses to the east and north. Given the immediate context and larger setbacks along Hayden and Osborn Roads, the proposed development is compatible with other multiple-family residential and commercial developments in the area and will contribute to a balance between residential and employment/service uses. Based on neighborhood feedback through the public hearing and outreach process, the applicant has reduced the density of the development, providing 238 units instead of the original 300 units that were proposed. Additionally, the applicant softened the massing along the west building elevation (adjacent to the Indian Bend Wash), Hayden Road frontage, and Osborn Road frontage by eliminating large portions of the 4th floor building area.*

d. There are adequate infrastructure and city services to serve the development.

- *Based on the submitted reports, City staff has determined that there are adequate infrastructure and City services to serve the development.*

e. The proposal meets the following location criteria:

i. The proposed development is not located within any area zoned Environmentally Sensitive Lands Ordinance (ESL), nor within the boundaries of the Downtown Area.

- *The project site is not located in the ESL area, nor is it within the Downtown boundary.*

ii. The proposed development fronts onto a major or minor arterial and/or major collector street as designated in the Transportation Master Plan.

- *The project site fronts N. Hayden Road, which is designated as a Major Arterial by the Transportation Master Plan.*

The Development Review Board shall review the DP elements and make a recommendation to the Planning Commission, based on the following considerations:

1. The design contained in the DP is compatible with development in the area that it may directly affect, and the DP provides a benefit to the city and adjacent neighborhoods.
 - *The proposed site design uses existing access points. Further, pedestrian connections are being provided from the proposed site to existing properties adjacent to the site, and enhanced sidewalks along the public right-of-way, as a direct benefit to the city and adjacent neighborhoods.*
 - *The buildings on the site have been situated to provide appropriate setbacks from public roadways and other existing buildings, and the integration of dwelling units with 25,000 square feet of commercial space and 4,000 square feet of flex space will create a more sustainable, long lasting development.*

- *Most of the proposed parking is located within an above-ground parking structure that is fully integrated into the proposed buildings which will reduce the potential impervious area on the site and eliminate visibility and associated impacts on adjacent properties.*
 - *The architectural design proposes traditional materials, including slump block or brick, and other masonry units integrated into a contemporary palette of composite wood, concrete, metal and plaster finishes. At the retail and other commercial portions of the building, façade materials and upper floor building stepbacks will provide the appropriate change in scale and visual interest, along with overhangs and canopies that create shade. On the residential portions, floor and roof overhangs, balcony extensions and other horizontal and vertical design elements will create shade for glazed portions of the façade. Desert tones will be used in combination with desert flora tones to provide colorful highlights and break up the monotony of neutrals.*
2. The DP is environmentally responsive, incorporates green building principles, contributes to the city's design guidelines and design objectives, and that any deviations from the design guidelines must be justified by compensating benefits of the DP.
- *The site is designed to maximize efficient use of space by vertically stacking floor area, rather than spreading it horizontally across the property, which leaves room for more landscaping and several usable open space areas. Although the PUD district only requires 10% of the site to be open space, approximately 24% of the site will be open space, including pedestrian hardscape, public and private courtyards, and landscape. Much of the open space is focused along the south and west sides of the mixed-use building within a large pedestrian paseo. Additionally, an open courtyard that may be utilized by future restaurant spaces is provided at the north side of the building. Public access will be provided to the courtyard area and the new pedestrian connections from Hayden and Osborn Roads, as well as the pedestrian paseo located along the Indian Bend Wash frontage.*
 - *Most of the parking for the site has been provided in a fully integrated structure to minimize impervious surfaces, reduce the heat-island effect, and fully screen from view. Planting species and pavement selection will reflect sensitivity to the desert climate and strategies to reduce usage of water. Water features will be used judiciously in higher pedestrian activity areas to highlight public gathering areas and enhance a cooling effect for those spaces. The landscaping will utilize native and drought tolerant plant material and preserve native plants wherever practicable. Landscape materials will primarily consist of trees, shrubs and cacti that are indigenous to the area and that complement the local desert environment. Mature perimeter landscaping will remain and/or be enhanced including the Hayden Road berms. Trees will be planted in key areas along the western boundary to provide shade along the sidewalk. Colorful shrubs and groundcovers will be planted along the ground plane to help soften and cool the area.*
 - *The design of proposed buildings on the site uses effective building techniques, such as solar shading, landscaping, recessed windows, building articulation, material selection and paint colors, to effectively integrate the site with the surrounding area and promote the unique character of the Sonoran Desert. Shade elements are proposed for most of the windows of the proposed buildings and other elements such as floor and roof overhangs,*

balcony extensions and other horizontal and vertical design elements will create shade for glazed portions of the façade.

3. The DP will not significantly increase solar shading of adjacent land in comparison with a development that could be developed under the existing zoning district.
 - *The proposed development includes a building which is 45 feet tall, plus the potential for an additional 5 feet for mechanical equipment and other roof top appurtenances, compared to the 36 feet of height allowed by the current zoning district. The proposed building will be taller than the existing buildings in the area, however, will be setback approximately 200 feet from Hayden Road, 106 feet from Osborn Road, and approximately 30 feet from the southern property line. The building is closest to the west property line. However, the area to the west of the site is within the Indian Bend Wash and no existing buildings are located in that area. Due to the substantial building setbacks, there are not any increases in solar shading anticipated. Public access will be provided to the courtyard area and the new pedestrian connections from Hayden and Osborn Roads, as well as the pedestrian paseo located along the Indian Bend Wash frontage.*
4. The DP promotes connectivity between adjacent and abutting parcels and provides open spaces that are visible from the public right-of-way and useful to the development.
 - *The proposed development will include enhanced sidewalks and landscaping along both adjacent streets and provides several pedestrian connections to these public sidewalks as well as connections internal to the site, allowing for easy connectivity to adjacent developments and on-site developments. The existing landscape buffers along Hayden and Osborn Roads will remain. Although the site has frontage on the Indian Bend Wash, this section of the wash is privately owned and has been developed with a golf course. The public sidewalk within this section of the wash is located on the western frontage of the wash. As such, there is no opportunity for direct connections to the wash from the development. However, pedestrians may reach the public sidewalk on the west side of the wash by utilizing the pedestrian connection to E. Osborn Road.*

Amended Development Standards

The PUD district allows an applicant to request amended development standards for specified requirements. The applicant is requesting the following amended development standard for consideration:

1. Building Setbacks – Average Setback. The applicant is requesting an amendment to the average setback requirement. The Zoning Ordinance requires minimum and average setbacks as shown in the table below. The applicant is complying with the minimum setbacks, but is requesting to amend the average setback to be 166 feet on E. Hayden Road and 112 feet on E. Osborn Road.

Street Frontage and Use	Minimum Setback Required / Proposed	Average Setback Required / Proposed
Hayden Road w/ retail and commercial on ground floor	28 feet / No change	32 feet / 166 feet
Hayden Road w/ residential	34 feet / No change	40 feet / 166 feet

on first floor		
Osborn Road w/ retail and commercial on ground floor	23 feet / No change	28-feet / 112 feet

- *The minimum and average building setbacks required by the PUD district are intended to bring buildings closer to the streets to help create active street frontages. The existing parcel configuration and location of the existing pad buildings on the site prevent the new building from complying with these setback requirements. The applicant’s request to increase the average setback requirements will help integrate the building into the existing site, which has been developed with more of a suburban character.*
- The Development Review Board recommended approval of the development plan, which included these amended development standards, at their May 6, 2021 meeting, with a vote of 4-0.

Development Agreement

Although the PUD district does not require a development agreement as part of the zoning request, the applicant is voluntarily entering into a development agreement (Contract No. 2021-154-COS) with the city. The proposed development agreement includes terms related to timing of construction, amount of commercial square footage within the project, and voluntary restrictions on residential floor area that will not allow dwelling units within the ground floor “flex space” and will not allow subletting of the dwelling units. Per the terms of the development agreement, if the developer does not commence construction within five (5.5) years of the effective date of the contract, the developer agrees that the zoning on the property will revert back to the zoning that was previously on the property (PNC PUD). Additionally, per the agreement, the property owner agrees to record a condominium plat over the residential building. Although this may suggest the units will be owner occupied in the future, it does not guarantee any particular form of ownership as the individual units could still be offered for rent.

Workforce Housing

The proposed mixed-use development includes eight workforce housing units to be offered at reduced rent rates to tenants who cannot afford the market rates in the Phoenix metro area, including Scottsdale. Per the applicant, to qualify for one of the workforce housing units, a prospective tenant will need to confirm a household income of between 80 and 120 percent of the average median income (AMI) in the Phoenix metro area. As the City has no program in place to enforce workforce housing, the developer or property manager would monitor the occupancy and income levels for the workforce units and provide an annual report to the City. The integration of workforce housing is encouraged for new multi-family developments, due to rising market rent rates in the Phoenix metro area.

Workforce Housing is typically defined as housing that would be affordable to households that earn between 60 and 120 percent of area AMI. Workforce housing targets middle-income workers that can include professions such as police officers, firefighters, teachers, health care workers, retail clerks, etc. – typically households that may not qualify for housing subsidized by the HCV program.

The 2021 AMI for Scottsdale, according to HUD, is \$79,000 (60% of which is 47,400, 120% of which is 94,800). For context, staff reviewed median income provided by the US Bureau of Labor Statistics 2020 National Occupational Employment and Wage Estimates, including:

- Firefighters: \$56,360
- Chefs and Head Cooks: \$58,740
- Elementary and Middle School Teachers: \$65,300
- Police Officers: \$70,010

The applicant proposes providing the workforce units for a period not to exceed 5 years. This provides a temporary opportunity for a very limited amount of workforce housing, but at the end of the 5-year commitment, that reduction in market rental rates may be eliminated and those tenants could be displaced. Under that scenario, tenants who benefit from the reduced rents may expect the City to expand or continue the program, even though it is not the City's purview to do so.

Traffic/Parking

The Greenbelt 88 development is located at the southwest corner of N. Hayden and E. Osborn Roads. Site access will remain as it is currently, via the existing two (2) driveways on E. Osborn Road and existing three (3) driveways on N. Hayden Road. Due to the existing parcel configuration, the applicant has access to most of the site driveways but does not control large portions of the Hayden Road frontage. There is an existing exit-only driveway directly north of the Starbucks building that will remain in its current configuration, although it has been recommended for removal by staff. This driveway is located on property not owned by the applicant; however, the applicant has agreed to discuss removal of the driveway with the property owner.

Portions of the surface parking lot will remain to serve the existing and new retail, while parking for the new 238 residential units will be provided in a parking structure that is integrated into the building. There are two (2) access points into the parking structure, one more centrally located on the site and one at the south end of the site that aligns with the southernmost driveway on N. Hayden Road. As a result, there will be an increase of site generated traffic using this southern driveway to access the parking garage. Due to existing conflicts with the Starbucks drive-through exit lane, staff has concerns regarding the increased traffic on this driveway. To mitigate this concern, Transportation staff has suggested that the southern garage entrance be removed or relocated to shift traffic away from the southern site driveway on Hayden. Instead, the applicant has proposed modifications to the driveway that will allow a control arm to restrict traffic from entering the garage from this driveway and designed a median with geometry that is intended to allow full exit traffic and deter traffic from entering through this driveway.

The proposed development is estimated to generate 3,070 weekday daily trips, 146 trips during the AM peak hour, and 320 trips during the PM peak hour. The existing traffic patterns around the site will generally remain the same, with an overall reduction in weekday daily trips of 1,906, compared with the completely occupied existing development. Based on the submitted TIMA and proposed project, Transportation staff has recommended right-turn deceleration lanes at the two northernmost driveways, the applicant has agreed to provide a deceleration lane at southern of the two, however, has stated that they cannot add one at the northernmost driveway due to costs associated with the power pole relocation. Additionally, staff has recommended, and the applicant

has agreed, to the addition of left-turn protected permissive signal phasing for east-west traffic at the Hayden Road and Osborn Road intersection.

Parking for the proposed 238 dwelling units and 29,000 square feet of retail/restaurant/flex space is provided for the development in accordance with zoning ordinance requirements, requiring 368 spaces for the residential and 97 spaces for the commercial land uses (465 total spaces). The developer is providing 123 surface parking spaces and 347 spaces in the parking structure, for a total of 470 spaces.

The development proposal is anticipated to increase the number of people walking and biking in the surrounding area, as new residents take advantage of nearby services, restaurants, shopping and recreational opportunities. The developer will be required to replace the existing sidewalk along the project's Osborn Road frontage with a new 10-foot-wide sidewalk and the existing 8-foot-wide sidewalk on Hayden Road will remain. Two (2) new pedestrian access points into the site will be provided from the sidewalk on N. Hayden Road and one (1) new pedestrian access point into the site will be provided from the sidewalk on E. Osborn Road. Although the site has frontage on the Indian Bend Wash, this section of the wash is privately owned and has been developed with a golf course. The public sidewalk within the wash area is located on the western frontage of the wash. As such, there is no opportunity for direct connections to the wash from the development. However, pedestrians may reach the public sidewalk on the west side of the wash by utilizing the pedestrian connection to E. Osborn Road. This project will provide a new pedestrian paseo between the new buildings and the Wash.

Water/Sewer

The City's Water Resource Department has reviewed the application and finds that the proposed water and wastewater is adequate to service the development. The developer is responsible for providing all water and wastewater infrastructure improvements, including any new service lines, connections, fire hydrants, and manholes to serve the development.

Police/Fire

The nearest fire station is within 1.15 miles of the site and located at 7522 E. Indian School Road. The subject site is served by Police District 1, Beat 2. As with any project that contributes to growth, the fire department and police department continually anticipate and evaluate resource needs for the city's budget process.

Open Space

The PUD district requires 10% of the site to be open space. Approximately 24 percent of the site will be open space, including pedestrian hardscape, public and private courtyards, and landscape. Much of the open space is focused along the south and west sides of the mixed-use building within a large pedestrian paseo. Additionally, an open courtyard that may be utilized by future restaurant spaces is provided at the north side of the building. Public access will be provided to the courtyard area and the new pedestrian connections from Hayden and Osborn Roads, as well as the pedestrian paseo located along the Indian Bend Wash frontage. The existing landscaped setbacks along N. Hayden Road and E. Osborn Road will remain and be enhanced with additional tree plantings. Low water use, drought tolerant trees, shrubs and groundcovers, accented with more lush materials will be used throughout the site.

Community Involvement

There have been several proposals for redevelopment of this property in recent years. A significant number of neighbors have been vocal in opposition, citing the potential for loss of one of the tenants in the center – Uncle Sal’s Restaurant, and general loss of retail space. Some neighbors are uncomfortable with change regarding the shopping center, but the property owner indicates that maintaining long term leases is becoming difficult, and that the existing center will not thrive without reinvestment. The new development will maintain 25,000 square feet of retail/commercial space, and the owner is working with some existing tenants for relocation options within the development.

With submittal of the application, staff notified all property owners within 750 feet of the site. In addition, the applicant sent notice to all property owners within 1,000 feet of the site and has been in communication with property owners surrounding the site, including expanded outreach to additional interested parties, and open house meetings. The applicant held public open house meetings via Zoom on August 26, 2020 and September 24, 2020 to provide information and gain input from the community. Additionally, the applicant hosted a follow-up meeting on March 8, 2021 with interested parties.

At the March 18, 2021 Development Review Board meeting 3 members of the public spoke expressing concerns regarding the development proposal. Public concerns expressed during the meeting suggested that the density should be closer to what is allowed in the R-5 zoning district, the building height should be lower, the building should be designed to a standard for condominiums rather than apartments, and more detail should be provided for the site landscaping and building architecture and materials. Additionally, one public comment of support was read into the record stating that the proposed redevelopment will be good for the area and help revitalize a center that has been deteriorating. At the May 6, 2021 Development Review Board meeting 3 members of the public spoke.

After the June 9, 2021 Planning Commission meeting (continuance) the applicant conducted another open house meeting on July 15, 2021 and met separately with a smaller group of residents for additional discussion and feedback regarding the project. Based on this additional outreach, revisions to the application include a reduction in the number of dwelling units from 288 to 278, and softening of the massing along the west building elevation (adjacent to the Indian Bend Wash) by eliminating the 3rd and 4th floor building cantilevers and adding a 12-foot-deep building setback at the 4th floor level.

After the November 16, 2021 City Council meeting (continuance) the applicant continued to meet with neighbors and interested parties. Based on this additional outreach, revisions to the application include a reduction in the number of dwelling units from 278 to 238, reduction in building height from 48 feet (plus 10 feet for mechanical) to 45 feet (plus 5 feet for mechanical), an increase in the commercial floor area by approximately 4,000 square feet (from 25,000 square feet to 29,000 square feet) with new flex space at the ground level, and reduction of the massing along the east, north, and west building elevations by eliminating large portions of the 4th floor area.

As of the publishing of this report, staff has received several hundred comments from the community with concerns about the redevelopment of the property. Many of the concerns are related to the increased traffic, building height, density, and loss of the existing retail space. Staff has also received several hundred public comments in support of the proposal. All public comments received are included with this report in Attachments 12 and 13.

Policy Implications

Over the past decade, multi-family residential has been the most common type of new development. This reflects a pent-up demand for alternate housing types since the 2008 recession. Currently, apartments in Scottsdale are consistently over 90% occupied, indicating that there is still an unmet market demand for more multi-family units.

Retail commercial, however, is changing. On-line retail and home/office deliveries are affecting the amount and type of commercial space that will be needed in the future. The buildings on this site were designed for a 1960's retail environment, with 2 large anchor stores (office supplies and sporting goods) in a "neighborhood-oriented" shopping center. Typically, neighborhood centers have smaller tenants that draw patrons from the surrounding area and within walking distance. The proposal maintains the opportunity for smaller retailers to locate on the property and brings demand for goods and services that supports local area businesses. Retail space for some of the more popular existing tenants is being accommodated within the development.

Approval of the proposed zoning district map amendment will enhance the opportunity for non-residential land uses to be integrated with new multi-family residential in a mixed-use format, complementing the existing residential and commercial uses in the area and providing access to retail and service-related uses as well as emphasizing pedestrian connectivity and open space.

Community Impact

Approval of the zoning district map amendment and development plan proposed by the applicant enables the construction of more housing and will introduce the opportunity for a mixed-use development into an existing retail center. In conjunction with state law, staff has considered the scope of the zoning district map amendment and development plan, as well as aspects which would affect the cost of construction. Staff has not identified any factors that would substantially impact the cost to construct housing for sale or rent.

OTHER BOARDS & COMMISSIONS

Development Review Board

The Development Review Board heard this request on March 18, 2021. After discussion, the Board continued the case (6-0) recommending the applicant address concerns that had been expressed regarding density, open space, pedestrian connectivity, landscaping, and traffic.

The recording of the March 18th Development Review Board meeting can be viewed at the following link:

https://scottsdale.granicus.com/MediaPlayer.php?view_id=36&clip_id=10530&meta_id=563664

The Development Review Board forwarded a recommendation of approval on May 6, 2021 with a vote of 4-0.

The recording of the May 6th Development Review Board meeting can be viewed at the following link:

https://scottsdale.granicus.com/MediaPlayer.php?view_id=36&clip_id=10624&meta_id=567117

Planning Commission

Staff recommended that the Planning Commission find that the Planned Unit Development criteria have been met, and determine that the proposed zoning district map amendment is consistent and conforms with the adopted General Plan, and make a recommendation to City Council for approval, per the attached stipulations.

June 9, 2021

The Planning Commission heard this request on June 9, 2021. With a vote of 4-3, the Planning Commission continued the case to a future agenda, with direction for the applicant to allow time to make changes to the development and work with the community. Below is a summary of the key points/concerns made by the Commission:

- The proposed height and density do not appear to align with the community comments. The applicant should consider reducing the number of units, work with the community on massing alternatives, and consider increasing the amount of commercial floor area.
- Emphasis on architectural quality is important, and the building architecture, including mechanical screening should be better integrated with the greenbelt, particularly on the west side of the building. Building stepbacks along the greenbelt may help achieve this integration.
- Traffic is a concern, including the Hayden/Osborn intersection and the southernmost driveway (adjacent to the Starbuck's drive-through).

The recording of the June 9, 2021 Planning Commission meeting can be viewed at the following link: https://scottsdale.granicus.com/MediaPlayer.php?view_id=39&clip_id=10711

August 25, 2021

In response to the Planning Commission's comments the applicant continued to work with the neighborhood, having an additional open house meeting on July 15, 2021. The applicant also met separately with a smaller group of residents for additional discussion and feedback regarding the project. Revisions to the application included a reduction in the number of dwelling units from 288 to 278 and deletion of the building cantilevers along the entire west side of the building, adjacent to the Indian Bend Wash. Although the number of units has been reduced, the same number of parking spaces will be provided, resulting in 17 extra parking spaces for the site. Following presentations and discussion, the Planning Commission forwarded a recommendation of approval with a vote of 4-3.

The recording of the August 25, 2021 Planning Commission meeting can be viewed at the following link: https://scottsdale.granicus.com/MediaPlayer.php?view_id=39&clip_id=10812

RECOMMENDATION

Recommended Approach:

4. Adopt Ordinance No. 4522 approving a Zoning District Map Amendment from Planned Neighborhood Center Planned Community District (PNC PCD) to Planned Unit Development (PUD), including a development plan with amended development standards for building setbacks for a mixed-use center including 278 multi-family dwelling units and approximately 25,000 square feet of commercial floor area on a +/- 7-acre site located at 3308 - 3370, 3388 N. Hayden Road.
5. Adopt Resolution No. 12281, declaring “Greenbelt 88 Development Plan” a public record.
6. Adopt Resolution No. 12284, authorizing “Greenbelt 88 Conditional Zoning & Reversion Agreement” Contract No. 2021-154-COS.

RESPONSIBLE DEPARTMENT

Planning and Development Services

Current Planning Services

STAFF CONTACT

Bryan Cluff
Principal Planner
480-312-2258
E-mail: bcluff@ScottsdaleAZ.gov

APPROVED BY



Bryan Cluff, Report Author

1/19/2022

Date



Tim Curtis, AICP, Current Planning Director
Planning Commission Liaison
Phone: 480-312-4210 Email: tcurtis@scottsdaleaz.gov

1/20/2022

Date



Randy Grant, Executive Director
Planning, Economic Development, and Tourism
Phone: 480-312-2664 Email: rgrant@scottsdaleaz.gov

1/21/2022

Date

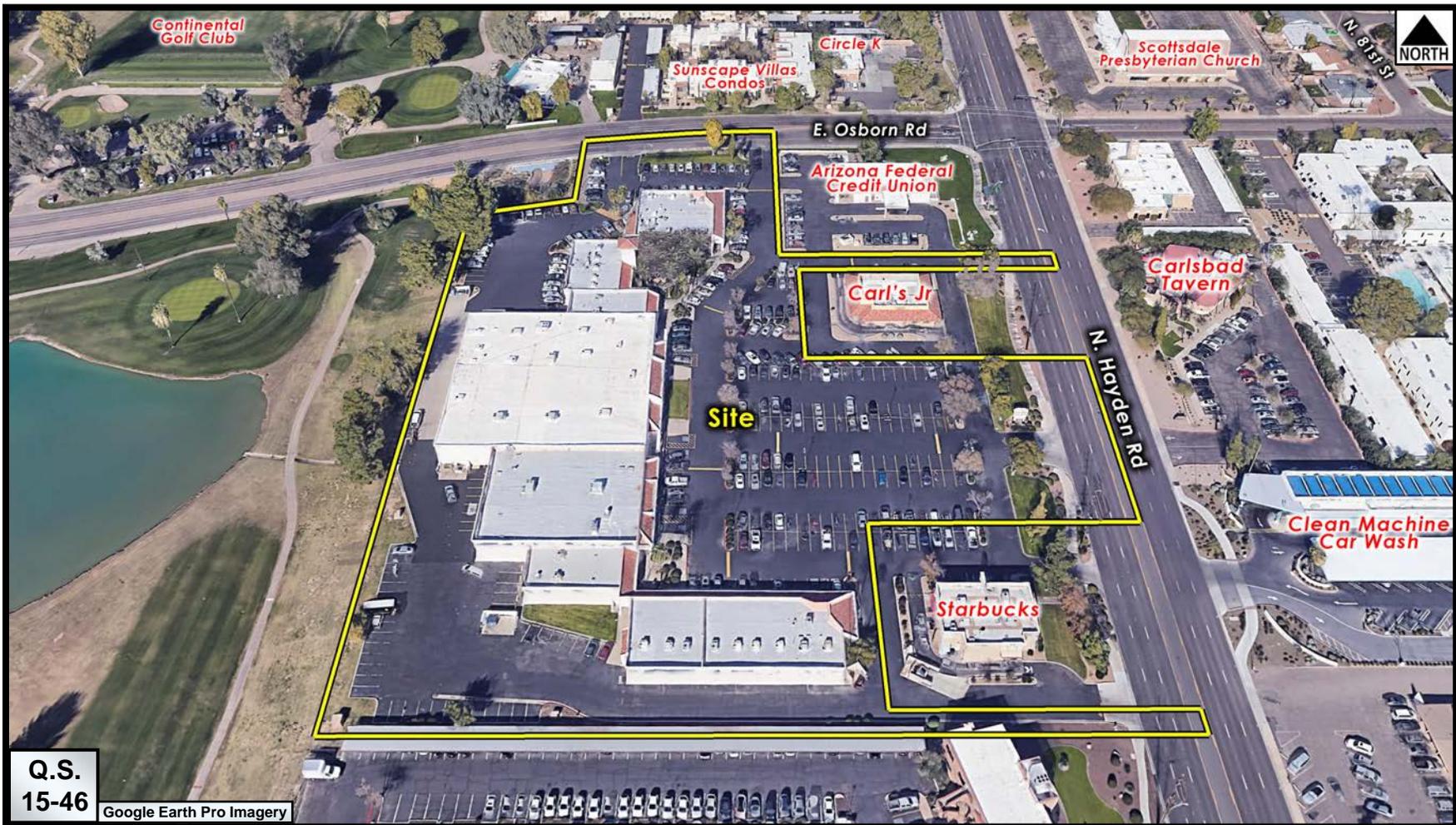
ATTACHMENTS

1. Context Aerial
- 1A Aerial Close-Up
2. Applicant Modifications Exhibit
3. Ordinance 4522
 - Exhibit 1: Stipulations
 - Exhibit A to Exhibit 1: Public Courtyard & Paseo Areas
 - Exhibit 2: Zoning Map
4. Resolution No. 12281
 - Exhibit 1: Greenbelt 88 Development Plan
5. Resolution No. 12284
6. Contract No. 2021-154-COS
7. General Plan Land Use Map
8. Zoning Map (existing)
9. Traffic Impact Summary
10. Staff's Analysis of Traffic Impact Summary
11. Applicant's Citizen Review Report
12. Public Comment (Support)
13. Public Comment (Opposition)
14. City Notification Map
15. March 18, 2021 Development Review Board Meeting Minutes
16. May 6, 2021 Development Review Board Meeting Minutes
17. June 9, 2021 Planning Commission Meeting Minutes
18. August 25, 2021 Planning Commission Meeting Minutes



Context Aerial

15-ZN-2020

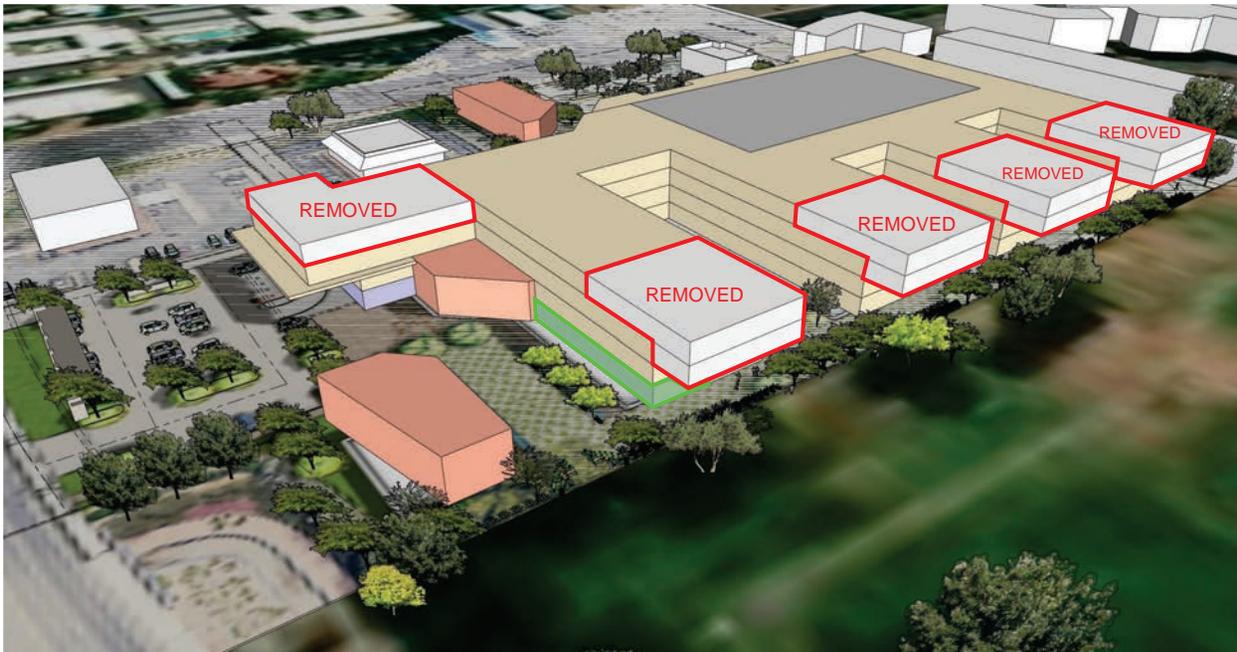


Q.S.
15-46

Google Earth Pro Imagery

Close-up Aerial

15-ZN-2020



MODIFICATIONS EXHIBIT

COMMUNITY INPUT:

1. REDUCE UNITS
2. REDUCE HEIGHT
3. REMOVE FOURTH LEVEL
4. REDUCE MASSING ALONG GREENBELT
5. REDUCE MASSING FROM HAYDEN
6. INCREASE BUILDING STEPBACKS
7. EXPAND COMMERCIAL USE AREA

REDUCE UNITS

INITIAL - 300
 CURRENT - 238
 20% REDUCTION

REDUCE HEIGHT

INITIAL - 48'+10' = 58' MAX
 CURRENT - 36 to 45'+5' = 50' MAX

REMOVE FOURTH LEVEL

FOURTH LEVEL REMOVED FROM HAYDEN FRONTAGE AND OSBORN AND GREENBELT FRONTAGES

INITIAL - 90,000 SF
 CURRENT - 49,250 SF
 45% REDUCTION

REDUCE GREENBELT MASSING

FOURTH LEVEL SETBACK INCREASED BY 70' with 36' BUILDING HEIGHT

REDUCE HAYDEN MASSING

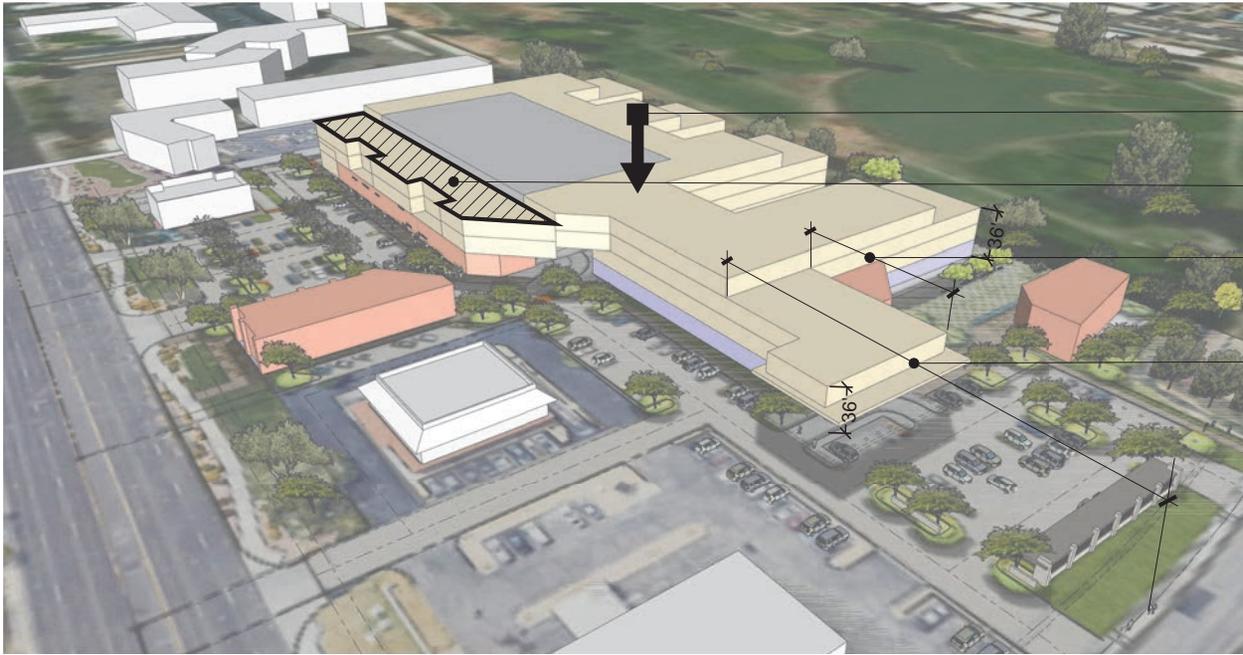
FOURTH LEVEL OVER RETAIL REMOVED

INCREASE STEPBACKS

FOURTH LEVEL ALONG GREENBELT AND FACING OSBORN AND HAYDEN EITHER ELIMINATED OR PUSHED BACK 75'-100' with 36' BUILDING HEIGHT

EXPAND COMMERCIAL USE AREA

GROUND LEVEL USES FACING HAYDEN AND NORTH PLAZA DEDICATED TO COMMERCIAL OR AMENITY USES

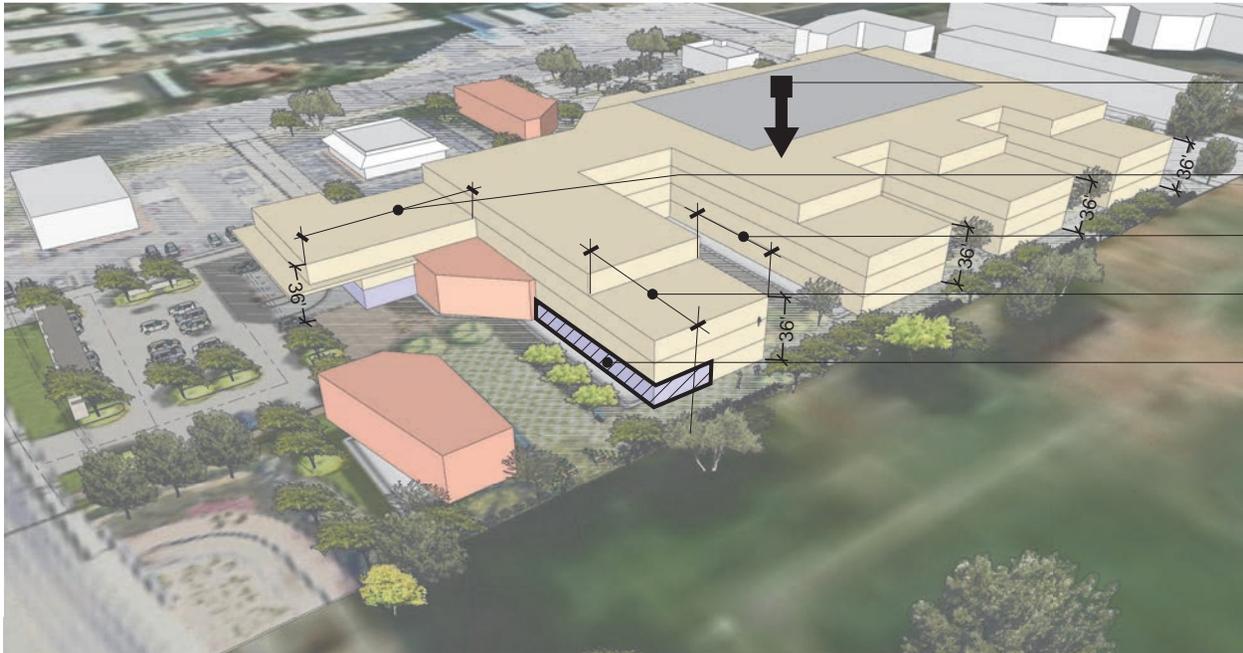


Reduce overall height to 45' / 50'

Remove Fourth Level

98' Stepback - 36' Building Height

250' Setback from Osborn Rd.



Reduce overall height to 45' / 50'

98' Stepback- 36' Building Height

50' Stepback- 36' Building Height

75' Setback - 36' Building Height

Expand Flex / Commercial area by 4,000sf



ORDINANCE NO. 4522

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AMENDING ORDINANCE NO. 455, THE ZONING ORDINANCE OF THE CITY OF SCOTTSDALE, BY AND FOR THE PURPOSE OF CHANGING THE ZONING ON THE "DISTRICT MAP" TO ZONING APPROVED IN CASE NO. 15-ZN-2020 FROM PLANNED NEIGHBORHOOD CENTER PLANNED COMMUNITY DISTRICT (PNC PCD) TO PLANNED UNIT DEVELOPMENT (PUD), INCLUDING A DEVELOPMENT PLAN WITH AMENDED DEVELOPMENT STANDARDS FOR BUILDING SETBACKS ON A +/- 7-ACRE SITE LOCATED AT 3308 - 3370, 3388 N. HAYDEN ROAD.

WHEREAS, the Planning Commission held a hearing on August 25, 2021; and

WHEREAS, The Planning Commission has made findings in conformance with the requirements of the PUD district and the City Council also finds:

- A. The proposed development promotes revitalization, the goals, policies, and guidelines of the General Plan, area plans, and design guidelines.
- B. The proposed development's uses, densities, or development standards would not otherwise be permitted by the property's existing zoning.
- C. The proposed development will be compatible with adjacent land uses and promotes the stability and integrity of abutting or adjacent residential neighborhoods.
- D. There is adequate infrastructure and city services to serve the development.
- E. The proposal meets the following location criteria:
 - i. The proposed development is not located within any area zoned Environmentally Sensitive Lands Ordinance (ESL) nor within the boundaries of the Downtown Area.
 - ii. The proposed development fronts onto a major or minor arterial and/or major collector street as designated in the Transportation Master Plan.
- F. The amended development standards achieve the purposes of the planned unit development district better than the existing standards.

WHEREAS, the City Council has considered the probable impact of zoning ordinance 4522 on the cost to construct housing for sale or rent; and

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

WHEREAS, it is now necessary that the comprehensive zoning map of the City of Scottsdale ("District Map") be amended to conform with the decision of the Scottsdale City Council in Case No.15-ZN-2020.

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

Section 1. That the "District Map" adopted as a part of the Zoning Ordinance of the City of Scottsdale, showing the zoning district boundaries, is amended by rezoning a +/- 7-acre site located at 3308 - 3370, 3388 N. Hayden Road and marked as "Site" (the Property) on the map attached as Exhibit 2, incorporated herein by reference, from Planned Neighborhood Center Planned Community District (PNC PCD) to Planned Unit Development (PUD), and by adopting that certain document entitled "Greenbelt 88 Development Plan" declared a public record by Resolution 12281 which is incorporated into this ordinance by reference as if fully set forth herein.

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

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2022.

ATTEST:

CITY OF SCOTTSDALE, an Arizona municipal corporation

By: _____
Ben Lane
City Clerk

By: _____
David D. Ortega
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:  _____
Sherry R. Scott, City Attorney
By: Joe Padilla, Deputy City Attorney

**Stipulations for the Zoning Application:
Greenbelt 88
Case Number: 15-ZN-2020**

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

SITE DESIGN

1. CONFORMANCE TO DEVELOPMENT PLAN. Development shall conform with the Development Plan, entitled "Greenbelt 88," which is on file with the City Clerk and made a public record by Resolution No. 12281, and incorporated into these stipulations and ordinance by reference as if fully set forth herein. Any proposed significant change to the Development Plan, as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council. Where there is a conflict between the Development Plan and these stipulations, these stipulations shall prevail.
2. CONFORMANCE TO AMENDED DEVELOPMENT STANDARDS. Development shall conform with the amended development standards that are included as part of the Development Plan. Any change to the development standards shall be subject to additional public hearings before the Planning Commission and City Council.
3. MAXIMUM DWELLING UNITS – DENSITY. Maximum dwelling units shall not exceed 238 dwelling units. Any increase in the density shall be subject to additional action and public hearings before the Planning Commission and City Council and modification of the associated Development Agreement.
4. MAXIMUM BUILDING HEIGHT – MECHANICAL. The maximum building height for the Planned Unit Development (PUD) shall not exceed 45 feet. Mechanical equipment and rooftop appurtenances shall not exceed 5 feet additional (for a total of 50 feet), and shall be limited to 30% of the roof area.
5. CONDITIONAL ZONING. If the developer does not commence construction (as more fully described in Contract No. 2021-154-COS) of the residential building within five (5.5) years from the effective date of Ord. 4522, then the developer and any successor or assign (as property owner) shall apply to cause the property to be rezoned to apply the zoning that existed on the property immediately prior to the adoption of Ord. 4522. Further, if the owner does not make such application for such zoning within six (6) months of the deadline by which the developer was to commence construction, then the City may undertake the rezoning on behalf of the property owner pursuant to the terms of Contract No. 2021-154-COS.
6. GREEN BUILDING. Development of the property shall be in compliance with the International Green Construction Code.
7. LANDSCAPING. The landscaping for the subject site shall include the following minimum sizing requirements over the site:
 - a) Along the western property line, a minimum of 65% of the trees shall be 3" caliper or greater in size at the time of planting.
 - b) A minimum of 25% of the shrubs over the entire site shall be 15 gallon in size or greater at the time of planting.

- c) A minimum of 25% of the ground cover shrubs over the entire site shall be 5 gallon in size or greater at the time of planting.
8. ACCESS RESTRICTIONS. Access to the development project shall conform to the following restrictions:
 - a. The existing right-out only driveway onto N Hayden Road, located approximately six hundred forty-five (645) feet south of Osborn Road, shall be removed with development project permit issuance, unless a written objection from parcel owner of APN 130-32-0015 is provided at time of the first Development Review Board submittal. If this driveway is subsequently, and accordingly, not removed, the project owner shall provide with the Development Review Board submittal, a parking and circulation management plan that includes measures to discourage the use of this driveway. The parking and circulation management plan and any necessary site modifications shall be subject to review and approval by the Transportation Department Director, or designee.
9. ON-SITE PARKING. With the Development Review Board application, the property owner shall submit a parking management plan indicating the assignment of parking spaces for the residential and commercial land uses on the site, and measures used to separate the residential parking from the commercial parking as necessary for the parking on the site to function efficiently. This plan shall also include measures to discourage the use of the southernmost driveway on N. Hayden Road. The parking management plan shall be subject to review and approval by the Transportation Department Director, or designee.
10. INTERNAL PEDESTRIAN IMPROVEMENTS. Prior to issuance of any permit for the development project, the property owner shall submit and obtain approval of construction documents to construct all internal sidewalks to a minimum width of six (6) feet.
11. REFUSE ENCLOSURE. All project development buildings shall accommodate refuse infrastructure in conformance with city published standards and requirements, at time of project development, with associated site plan modifications to accommodate as needed for city approval.
12. BUILDING DESIGN/MATERIALS. Upgraded cladding materials (no EIFS or Stucco) shall be utilized for the first 2 levels (20') on all facades facing public walkways including the west façade facing the greenbelt. Additionally, the fourth level of the building shall employ design strategies to reduce apparent massing by use of setbacks, material changes, articulations, or other strategies as determined by the Development Review Board as part of the Development Review (DR) application.
13. ARTWORK. A minimum of two (2) areas within, or adjacent to, the pedestrian paseo along the western property line shall be reserved for private art installations. The installation may be permanent or rotating and the maintenance thereof shall be the responsibility of the property owner. The installation shall be visible from the public portions of the pedestrian paseo. If possible, the property owner to engage with local artists for these installations.
14. LIGHTING. All exterior lamps on the site or building shall have a Kelvin temperature of 3000 or less.
15. PROTECTION OF ARCHAEOLOGICAL RESOURCES. Any development on the property is subject to the requirements of Scottsdale Revised Code, Chapter 46, Article VI, Protection of Archaeological Resources, Section 46-134 - Discoveries of archaeological resources during construction.

DEDICATIONS

16. RIGHT-OF-WAY DEDICATIONS. Prior to issuance of any permit for the development project, the property owner shall make the following fee-simple right-of-way dedications to the City of Scottsdale:
 - a. E. Osborn Road. Ten (10) foot dedication, for a total fifty (50) foot wide south half-right-of-way width.
17. CROSS ACCESS EASEMENTS. Prior to issuance of any permit for the development project, the property owner shall dedicate cross-access easements, to the satisfaction of the city, over all project development driveways and drive aisles.
18. WATER AND SEWER FACILITIES EASEMENT. Prior to issuance of any permit for the development project, the property owner shall dedicate a twenty (20) foot minimum water and sewer facilities easement for new on-site water and sewer lines to be located entirely within drive aisles with ten (10) foot minimum separation for water lines from any structure and six (6) foot minimum separation for sewer lines from any structure.
19. PUBLIC NON-MOTORIZED ACCESS EASEMENT. Prior to issuance of any permit for the development project, the property owner shall dedicate a continuous Public Non-Motorized Access Easement to the City of Scottsdale to contain the public sidewalk in locations where the sidewalk crosses onto private property of the development project, except over the public portions of the northern courtyard and public paseo along the west and south sides of the building.
20. LICENSE AGREEMENT FOR PUBLIC ACCESS. Prior to issuance of any permit for the development project, the property owner shall record a pedestrian walkway license agreement in a form acceptable to City staff, to establish the license for public use of the northern courtyard and public paseo along the west and south sides of the building. The area subject to the pedestrian walkway license agreement shall be generally as depicted on Exhibit A to Exhibit 1, entitled "Public Courtyard & Paseo Areas".

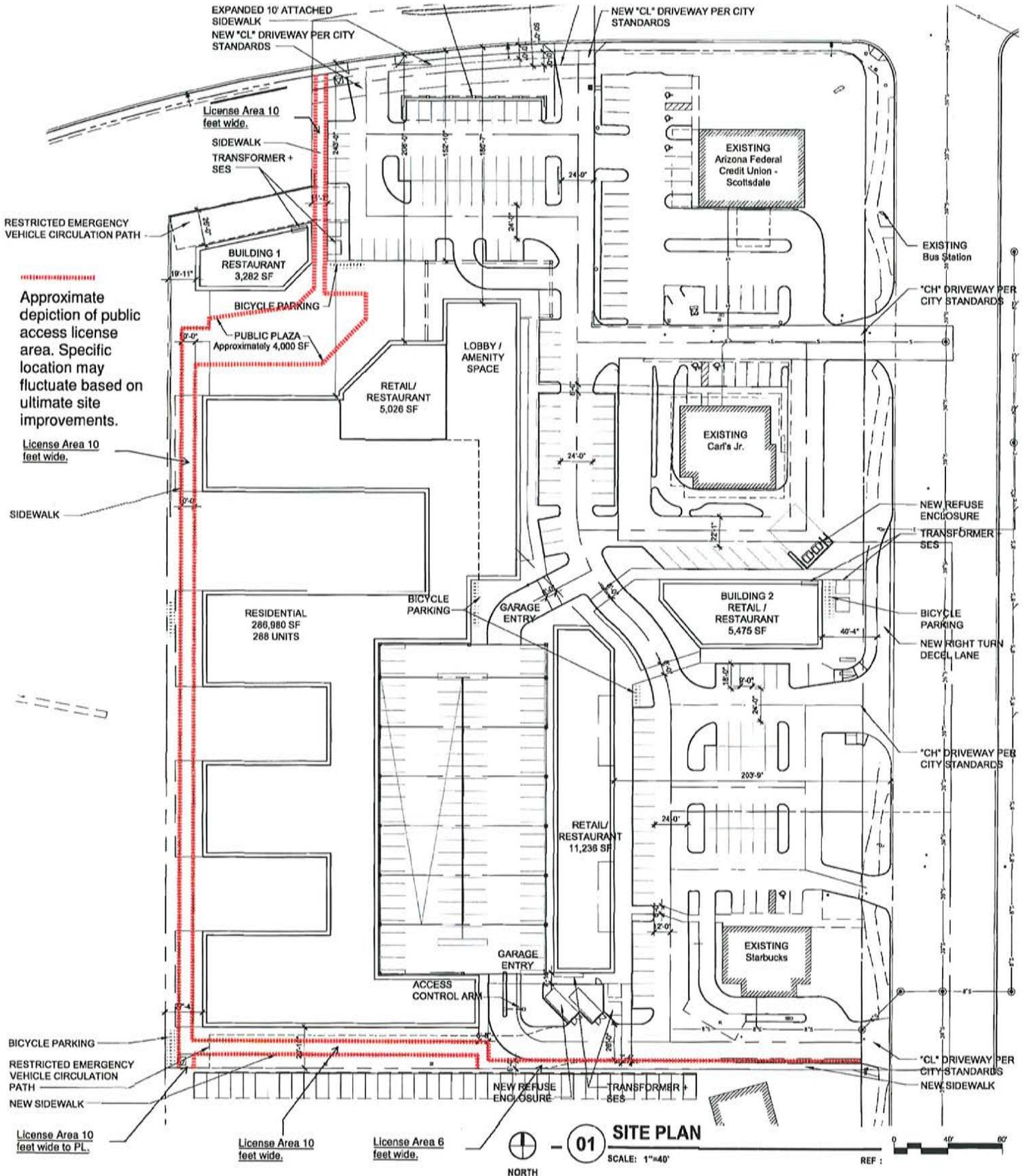
INFRASTRUCTURE

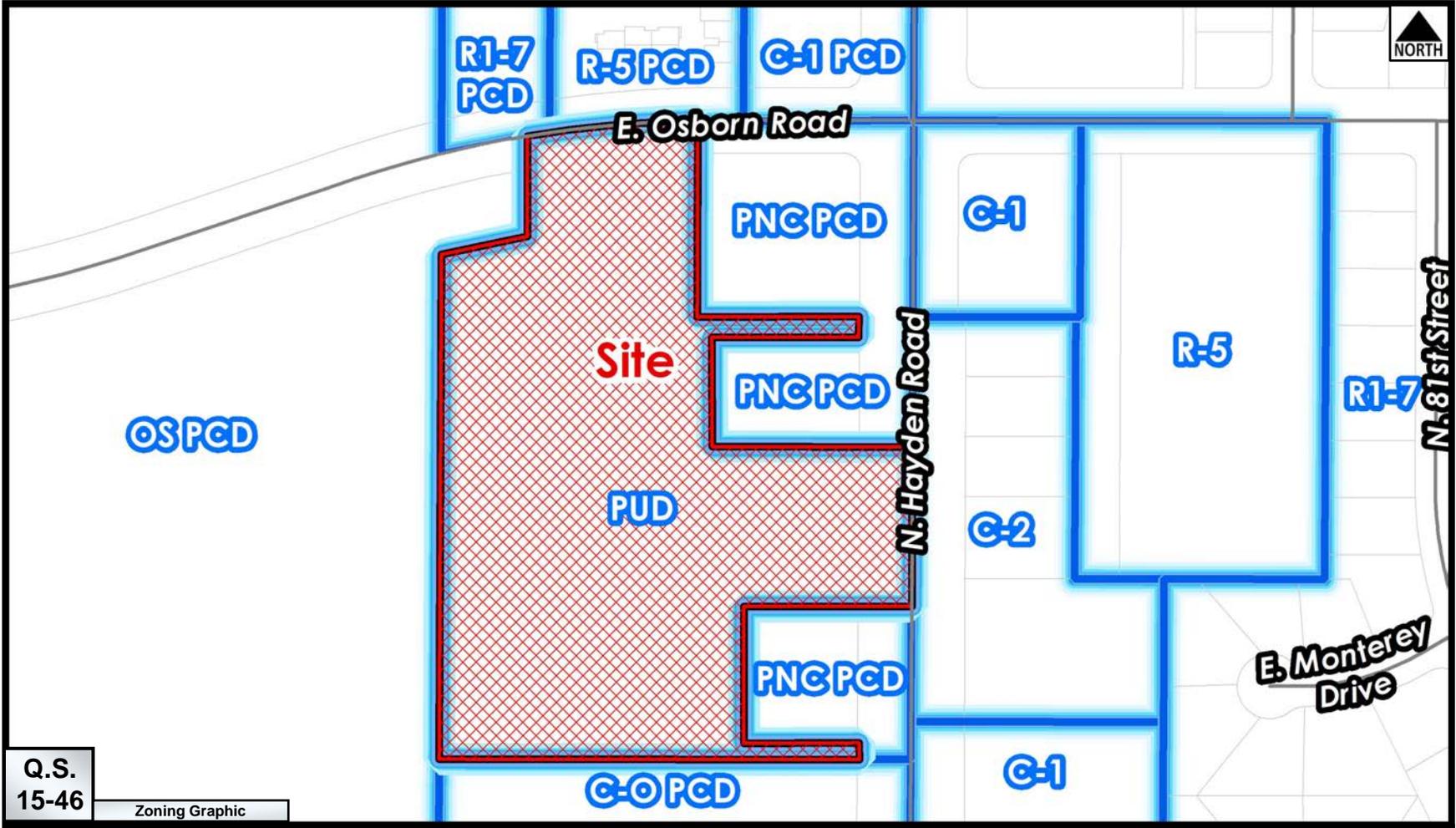
21. CONSTRUCTION COMPLETED. Prior to issuance of any Certificate of Occupancy or Certification of Shell Building, whichever is first, for the development project, the property owner shall complete all the infrastructure and improvements required by the Scottsdale Revised Code and these stipulations.
22. STANDARDS OF IMPROVEMENTS. All improvements (curb, gutter, sidewalk, curb ramps, driveways, pavement, concrete, water, wastewater, etc.) shall be constructed in accordance with the applicable City of Scottsdale Supplements to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, the Design Standards and Policies Manual (DSPM), and all other applicable city codes and policies.
23. CIRCULATION IMPROVEMENTS. Prior to issuance of any permit for the development project, the property owner shall submit and obtain approval of construction documents to construct the following improvements:
 - a. N. HAYDEN ROAD.
 1. Construct southbound right-turn lane at the northern driveway and main site driveway on Hayden Road. The deceleration lane at the northern driveway shall also function as a bus

bay. Due to possible utility conflicts, this requirement may be removed or modified for the northern driveway if documentation is provided for review and approval at the time of Development Review Board application for any phase of development indicating that the power pole relocation is not practical as determined by the City Engineer.

2. Reconstruct the two northern driveways to the city's CH driveway standard, with all others reconstructed to the city's CL driveway standard.
- b. N. HAYDEN ROAD AND E. OSBORN ROAD INTERSECTION.
1. Construct an east-west protected left-turn phase for the existing traffic signal, to include all necessary new infrastructure and upgrades to existing traffic signal, equipment, pavement width and markings to accommodate this new phase as determined by the city's Traffic Management Center.
- c. E. OSBORN ROAD.
1. Construct a new ten (10) foot wide sidewalk along project frontage.
- d. PEDESTRIAN CROSSINGS.
1. All existing pedestrian ramps and crossings through and abutting project development shall be reconstructed to current standards, if non-compliant at time of construction plan submittal.
24. WATER AND WASTEWATER IMPROVEMENTS. The property owner shall provide all water and wastewater infrastructure improvements, including any new service lines, connection, fire-hydrants, and man-holes, necessary to serve the development.
25. FIRE HYDRANT. The property owner shall provide fire hydrant(s) and related water infrastructure adjacent to lot, in the locations determined by the Fire Department Chief, or designee.

Public Courtyard and Paseo Areas





Q.S.
15-46
Zoning Graphic

Zoning

15-ZN-2020

RESOLUTION NO. 12281

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF SCOTTSDALE AND ENTITLED "GREENBELT 88 DEVELOPMENT PLAN".

WHEREAS, State Law permits cities to declare documents a public record for the purpose of incorporation into city ordinances; and

WHEREAS, the City of Scottsdale wishes to incorporate by reference amendments to the Zoning Ordinance, Ordinance No. 455, by first declaring said amendments to be a public record.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. That certain document entitled "Greenbelt 88 Development Plan", attached as Exhibit 1, a paper and an electronic copy of which are on file in the office of the City Clerk, is hereby declared to be a public record. Said copies are ordered to remain on file with the City Clerk for public use and inspection.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of _____, 2022.

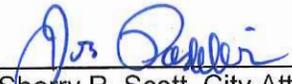
ATTEST:

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
Ben Lane
City Clerk

By: _____
David D. Ortega
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:  _____
Sherry R. Scott, City Attorney
By: Joe Padilla, Deputy City Attorney

Greenbelt88 DEVELOPMENT PLAN



Rezoning Narrative

Southwest Corner of Hayden & Osborn Roads - Project No. 15-ZN-2020

February 2019 Submittal = 388 units and no retail

September 2020 Resubmittal = 300 units and 21K sqft of new retail

April 15, 2021 Resubmittal = 288 units and 25K sqft of new retail

July, 2021 Resubmittal = 278 units and 25K sqft of new retail

2022 Revised Submittal = 238 units and 25K sqft of new retail

Ownership Entity:
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Todd Silver – Todd888@gmail.com / 602.388.8823

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480.949.6800 / jbrand@nelsonpartners.com

Landscape Architect & Land Planning
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Traffic Engineer
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480.659.4250 / dcartier@civtech.com

1. Introduction	p 4
2. Development Plan	p 9
3. General Plan Conformance	p15
4. Southern Scottsdale Character Area Conformance	p25
5. Planned Unit Development Conformance	p33
6. Sensitive Design Principles Conformance	p38
7. Conclusion	p43

1. Introduction

Ownership is transforming a 40-year-old outdated shopping plaza that it has owned for the past 18 years into a new and exciting mixed-use, high-quality residential and retail center. The project is opening up great new public areas to the community for enjoyment, working with existing tenants on potential relocation and new opportunities. (NAP, Starbucks, Carl’s Jr and Arizona Federal Credit will remain operational during redevelopment).

Purpose of and Vision for this Request

The purpose of this application is two-fold: (1) to enhance this corner as a commercial retail center and, in doing so, (2) create a vibrant, mixed-use development that embraces the greenbelt and will be an asset to the City and local community for decades to come. Under the current property layout and the dated retail paradigm the property currently serves, the above stated goals are a near impossibility. Quite simply put, the property must update and change, especially in a post-COVID world, or it will languish as an unexceptional center – or worse – it may suffer the same fate seen by numerous retail centers across the nation that struggle with increasing vacancy or simply “go dark” and await an unknown future. Under this proposed mixed-use redevelopment and reinvigoration, the property will again become a community gathering place and point of pride!

Location / Current Use

The property consists of three (3) parcels which encompasses the majority of the existing Commercial center at the southwest corner of Hayden and Osborn Roads. Three pad building



The Project is Located at the Southwest Corner of Hayden & Osborn
Resolution No. 12281
Exhibit 1

located along Hayden Road are under separate ownership and not a part of this application. The subject site is roughly 7 gross acres (Assessor Parcel No. 130-32-001N, 001T and -001Q) located within the larger, roughly 10-acre commercial center . The site has been and is currently developed as a retail commercial center.

History and Current Outlook

In 1974, the Scottsdale City Council approved the Schrader Ranch Planned Community District and set in place the framework for development of roughly 175 acres located west of Hayden Road between Indian School and Thomas Road. The subject Property, located at the southwest corner of Hayden and Osborn Roads, was included in the plan and noted for commercial uses. Throughout the years, the plan was updated and amended, and area was developed with a variety of uses, styles and development intensities.

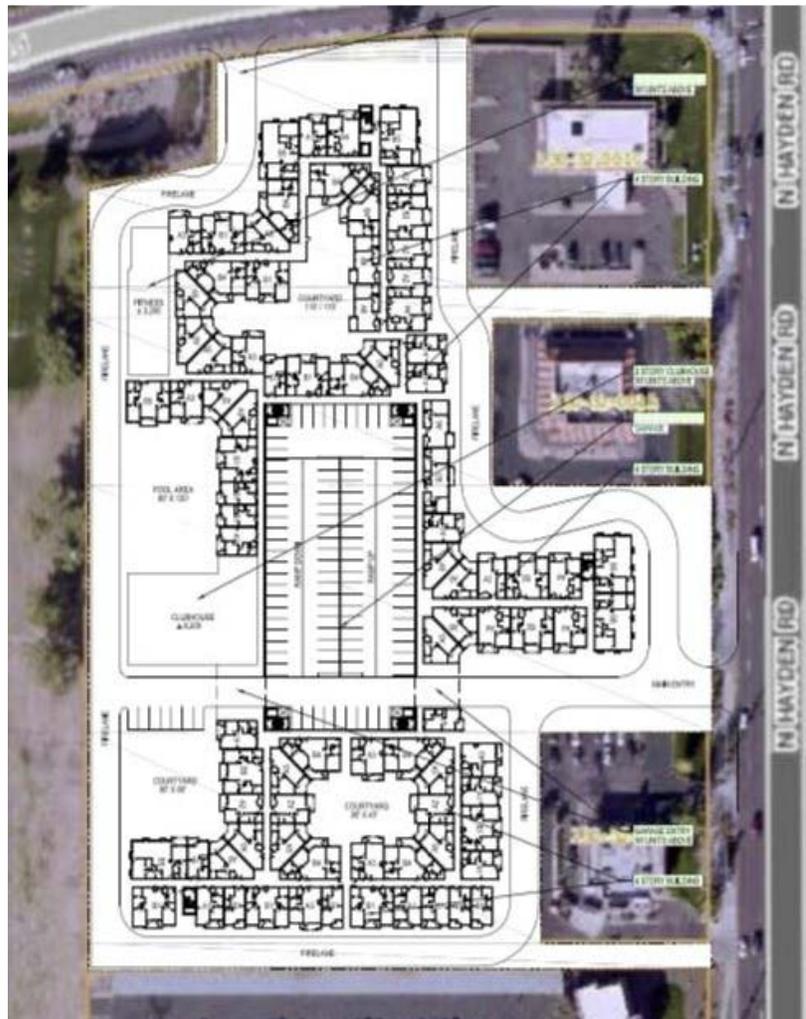
In the early 1980's, the Property in questions was developed as a commercial center. Over the next 40 years, the center had to adapt to changing markets and shopping patters – first housing tenants like a Lucky's Supermarket and a Walgreens in the big box spaces and more recently, Big 5 Sports and Office Max. As consumer spending habits have continued to evolve (i.e. online shopping) and the retail market matured (local, boutique and experience driven retail) the center has struggled to remain relevant.



Although well-kept and under the same ownership for the past 18 years, the 40-year-old center with roughly 65,000 square feet has inherent deficiencies that make it somewhat obsolete in today's retail market. The current layout of the buildings is dated. Specifically, the center features two "big box" spaces which combined total over 40,000 square feet of the available space. In a national trend, starting in 2018 and 2019, such big box tenants are downsizing and, in some case, disappearing. COVID-19 has been a further catalyst for this trend. Not surprisingly, the longevity of the existing big box tenants is questionable, creating uncertainty for the future of the full center. Combined with the roughly 10,000 square feet which has unfortunately been vacant for some time, and the center is faces an uphill battle under the current retail paradigm which is only enhanced with the addition of COVID-19.

As the need to redevelop the property became apparent, numerous concepts for the site were considered with strictly residential concepts without any retail. These concepts also lacked public access or visibility to the adjacent greenbelt. One such concept submitted to the City featured roughly 388 residential units and zero retail space.

While the demand certainly exists to support such a purely residential project, the Ownership and Applicant team have worked hard to create something more unique and more community focused. The design also reflects an abundance of City feedback received to date. The current application represents the best opportunity to preserve commercial uses and create the preferred mixed-use development with the greatest propensity for long-term success and community benefit.



All Residential Proposal of 388 units Submitted to the City in February of 2019 (133-PA-2019)

Request

No change is requested to the existing General Plan designation or Character Area Plan designation. In fact, the proposal puts forth a project more in line with those existing designations. The application requests to modify the existing zoning from Planned Neighborhood Commercial, Planned Community District (PNC, PCD) to a Planned Unit Development (PUD) designation to allow for the redevelopment of a mixed-use center with 238 residences and roughly 25,000 square feet of new, commercial retail space.



Conceptual Site Plan with a Mixed-Use Redevelopment and Abundance of Open Space and Relationship to the Adjacent Greenbelt and Commercial Uses (278 units and 25,000 sqft Retail)

Resolution No. 12281

Exhibit 1

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Relationship to Surrounding Properties

The Property is located in a well-established area and in proximity to a variety of uses.

- **To the North:** Osborn Road abuts the north end of the Property. Across Osborn is a C-1 zoned, convenience store, R1-7 zoned property developed with the Continental Golf Shop and associated maintenance buildings and R-5 zoned property developed with multifamily condominiums constructed in the late 70's.
- **To the East:** The east edge of the commercial center features three (3) "out" parcels not included with this application and developed with commercial / retail uses including a bank and drive thru and walk up fast-food establishments. The remainder of the site fronts onto Hayden Road. Across Hayden Road are C-1 and C-2 zoned properties developed primarily with stand-alone commercial uses including a car wash, an office building and a restaurant.
- **To the South:** To the south of the Property is C-O zoned land developed with a series of 2 and 3-story office buildings. Additional residential and commercial uses occur further south along Hayden Road.
- **To the West:** To the west of the Property is Continental Golf Course, which is part of the iconic Scottsdale greenbelt. West of the greenbelt are dated, multifamily apartments.

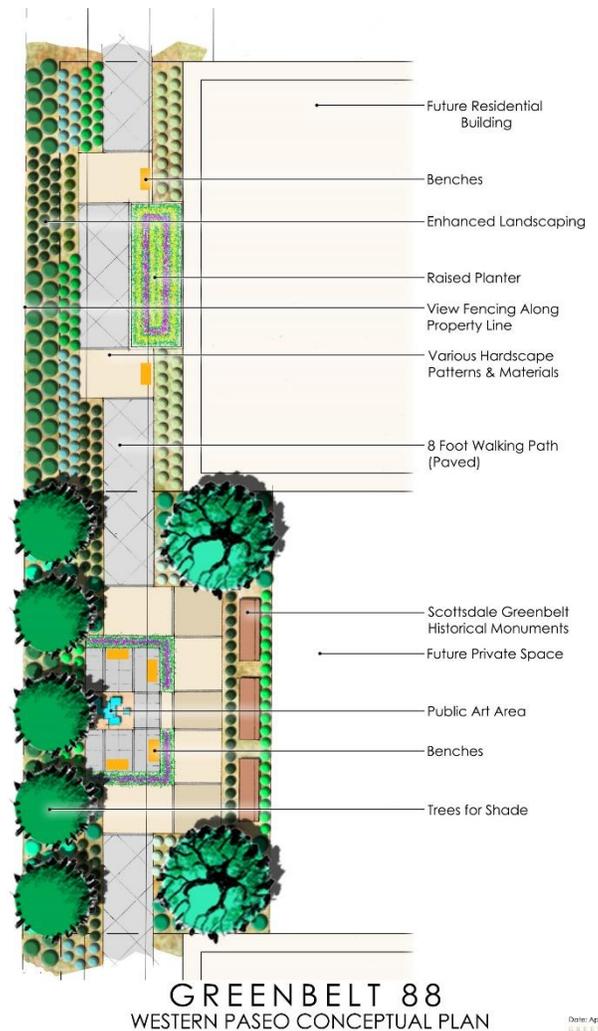
2. Development Plan

The Development Plan calls for a true mixed-use project with 238 residences and roughly 25,000 square feet of ground floor commercial / retail space. The design will place an emphasis on the pedestrian experience and engaging with the greenbelt to the west, as opposed to the current layout which turns its back on this unique, Scottsdale amenity. The site will maintain access points off Hayden and Osborn Roads. The current expanse of asphalt parking will be consolidated into a new, multi-level parking garage. The new garage is integrated into the project and will be fully screened from view, including the east façade which will be screened by three (3) levels of residential units placed upon ground floor retail uses – for a true, vertically mixed-use development. Surface parking will still exist and will be improved with a strategically placed layout and parking throughout the site to help serve some of the retail uses.

The Greenbelt Paseo (Open Space)

One of the highlights of our plan and a gesture of the redevelopment design is the placement of a large pedestrian paseo along the full west and south property lines. **Under the current plan submitted, approximately 30,000 square feet of open space is required. The project will be providing over 2.5 x the requirement with nearly 82,000 square feet of open space!!!** The Paseo, located on private property, will give the public the chance to walk alongside the greenbelt and travel from Hayden Road to Osborn Road in a much safer and enjoyable environment than the street adjacent sidewalks. The Paseo will be lushly landscaped, include various surface paving materials, benches, artwork and/or other monuments and reflection areas.

The Paseo is also designed to specifically attach to the pedestrian / bike path and improvements planned along Osborn Road. Additionally, a large open space plaza is placed at the northwest corner of the site flanked by new retail / restaurant



spaces. The area is envisioned as a gathering place for patrons, passerby's and the neighborhood as a whole to relax, interact with others in a comfortable environment and enjoy the spectacular views.



Open Space Plaza Area Connecting to Paseo Along Greenbelt

First and foremost, the Paseo serves as a transition from the public open space and golf course in the Indian Bend wash, to the residential and retail development of the site. The idea is to visually blur the line between the two open space areas to create one large, oasis-like open space. As such, a solid wall is not provided along this property line. Instead, landscape planting and a view fence are provided along this transition area while still maintaining the visual connection between the two areas. Because of the grade change and layout of the golf course, a direct pedestrian connection from the golf course to the project is not provided. However, the opportunity exists, should the City decide to alter the golf course to allow a path in the future.

Within this open space area, an inviting, 8-foot-wide sidewalk will be provided along the entire length of the Paseo, connecting to the open space plaza to the north, and the sidewalk connecting to Hayden Road along the south property line. These connections provide easy pedestrian access into the Property while also providing an alternative pedestrian route for those not wishing to

walk along the busy roads or traverse through the retail and parking aspect of the development. This sidewalk connection is open to the public and will allow people to experience the beauty of greenbelt.

Character and Context

The architectural character of this project, on both a basis of building design and site design, truly reflects its very specific location in south Scottsdale and adjacent to the greenbelt, one of the most heavily trafficked amenity areas in the valley.

This complex will not be a gated community. Rather, it will be fully open, free flowing and provide for great pedestrian connectivity. The layout of the plan reacts to the City and community desire to occupy and circulate along the western edge of the site, adjacent to the greenbelt and clear vistas of skyline sunsets and the south face of Camelback Mountain. A public open space at the northwest corner of the site accompanies private open spaces along the entire western edge of the site. The building layout is oriented to provide vistas to both public and private patrons. The layout also provides visual connections of the private open spaces to the public walkway and to the greenbelt. This organization of open spaces and pedestrian corridors ensures a highly desirable residential destination along with what will certainly be highly successful retail and restaurant destinations.



Conceptual Site Plan Featuring a Publicly Accessible Western Edge for Views Towards the Greenbelt and Camelback Mountain

Resolution No. 12281

Exhibit 1

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In an effort to ensure success of all uses, retail and restaurant functions are located to allow visibility to both the Osborn and Hayden corridors. Residential uses stack on top of the commercial uses to provide a true vertical mixed-use building. This vertical mix of uses was a noted preference from early community input and feedback from the City to create a superior design. The primary orientation of residential units opens up to the west edge to take advantage of the view corridors on the site.

Scale and Proportion of Development

The development site is an existing commercial project on a PNC zoned parcel. The current allowable commercial height is 3 stories, 36 feet plus an additional 18 feet permitted for mechanical screening, for a total height of 54 feet. The majority of the new building is at 3 stories with a small portion of the building at 4 stories and a height of no more than 45 feet plus an allowance of 10 feet for mechanical screening over no more than 30% of the roof. No edges of the site abut a residentially zoned property. Even on edges that front onto public ways, the main mass of the building is set back over 200' with parking and lush landscaping as a foreground. On the Hayden Road frontage, a one-story building reaches out to Hayden to also act as a transition with a lower mass. On Osborn Road, a carport structure placed behind the sidewalk and landscaping mimics the primary building architecture while screening surface parking. Given the size of the site, its length along the greenbelt and its lack of exposure to single family neighborhoods, we feel like the proposed height is appropriate for the development site.

Massing

The massing strategy for this development further enhances its approach to scale. The main layout of the building with east-west oriented “fingers” that reach out from the central mass to the greenbelt functions to both break up the long edge of the site and to allow maximum exposure of units to the stunning vistas from the site. The upper floors facing the greenbelt are also setback to minimize the appearance of mass and create architectural interest. On the main mass of the building facing Hayden Road, the vertical mixture of uses that includes ground level retail helps to articulate a building base in both form and function. In these areas of commercial use, two or three levels of residential stack on top to provide a visually engaging façade with textural variety. Horizontal floor lines are expressed on the residential to serve a dual purpose of reducing apparent mass and providing shade for glazed openings. These horizontal planes also help to delineate a top level to the building. It should further be noted, the overall massing and

floor area has been greatly reduced from the strictly residential proposals previously submitted to the City.

Design of Pedestrian Frontages

The heart of this project is providing a true destination for the neighboring community. Therefore, creating a successful commercial environment and vibrant public gathering spaces relies heavily on addressing pedestrian frontages. Small scale shops and residential amenity spaces populate a large portion of the ground level frontage facing public streets. Storefronts and entrances will provide visual engagement and encourage accessible pedestrian movement and connectivity. These frontages will be addressed from an environmental side with shaded walkways. Lighting, landscape, building surface, scale, texture, hardscape and signage are all addressed to unique and local neighborhood thoroughfares and gathering spaces.

Climatic Response

Based on the climatic location, passive solar exposure mitigation strategies have been implemented into the building design and site plan layout. The floor plans reduce the amount of western façade exposure by creating legs of the building in an east-west orientation so that much of the facades are exposed to north and south solar angles. North and south angles are much easier to mitigate direct solar gain and also help to shade outdoor courtyards. Building design also addressed sustainable practices through balcony and roof overhangs. Also, the removal of large expanses of asphalt parking and service lots that will be replaced with pedestrian walkways also helps to reduce the urban heat island effect.

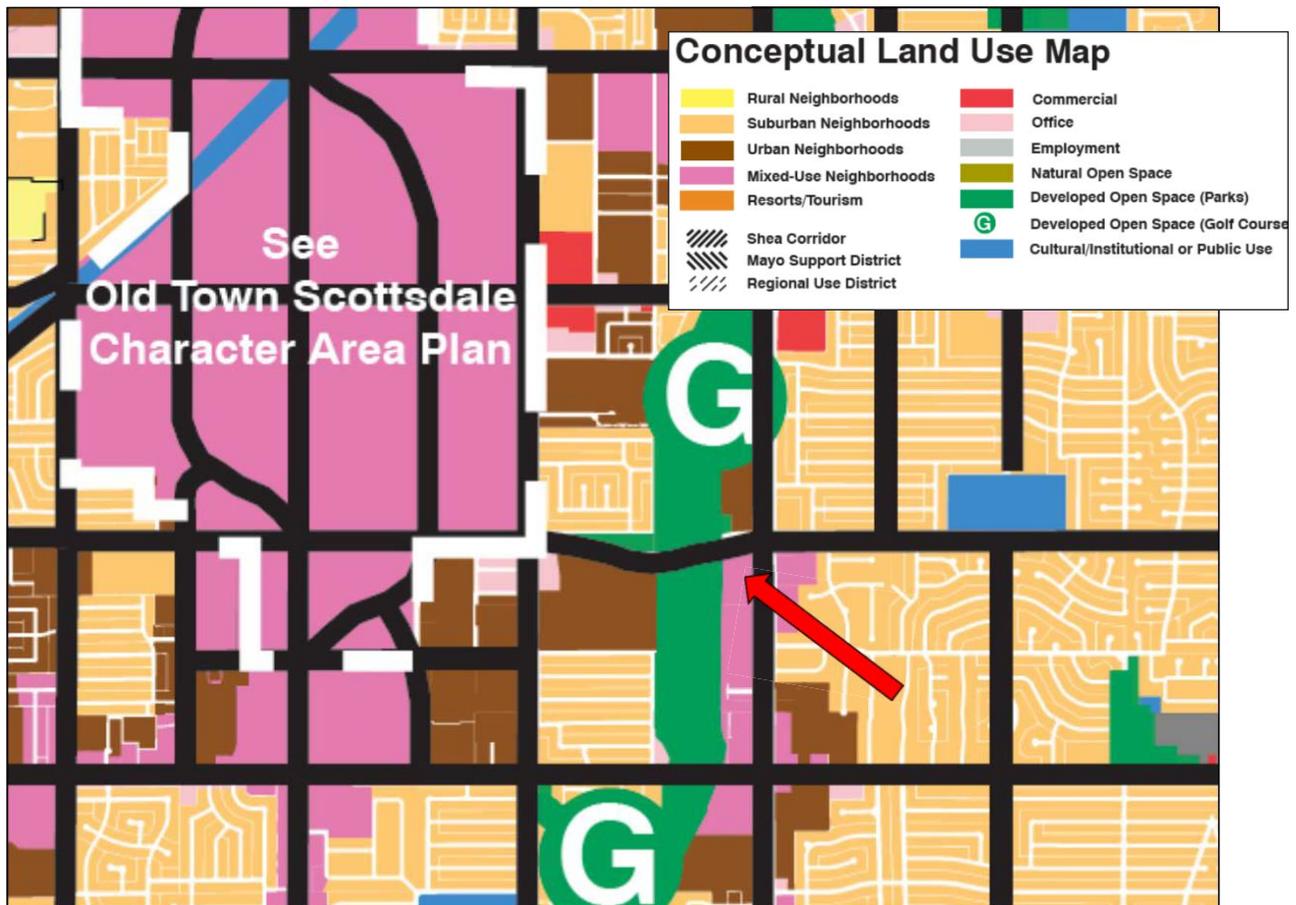
Architectural Details, Materials and Colors

The architectural design of the built environment will respond appropriately to its desert location and the historical context of south Scottsdale. Traditional materials, including slump block or brick, and other masonry units will be integrated into a contemporary palette of composite wood, concrete, metal and plaster finishes. This will combine local textures and materials into a more timeless and updated application. Building program and design elements will also respond to the project location. At retail programmatic locations, building façade materials will provide the appropriate change in scale and visual interest along with overhangs and canopies that create shade. On the residential portions, floor and roof overhangs, balcony extensions and other horizontal and vertical design elements will create shade for glazed portions of the façade.

Changing material texture and orientation will provide variety and visual interest to these parts of the facades as well. Facades will focus on creating depth and variety of visual experience. Desert tones will be used in combination with desert flora tones to provide colorful highlights and break up the monotony of neutrals.

3. Conformance to the General Plan

Designated as a Mixed-Use Neighborhood and Activity Area on the 2001 General Plan, this mixed-use project is a perfect fit for the General Plan's Goals and Approaches. Below are a collection of some of those goals and policies with which the project aligns.



Character & Design (CD) Element

CD1: Determine the appropriateness of all development in terms of community goals, surrounding area character, and the specific context of the surrounding neighborhood.

- Respond to regional and citywide contexts with new and revitalized development in terms of:
 - Scottsdale as a southwestern desert community.
 - Scottsdale as a part of a large metropolitan area with a unique reputation, image, character and identity within its regional setting.
 - Relationships to surrounding land forms, land uses and transportation corridors.
 - Contributions to city wide linkages of open space and activity zones.

- *Consistently high community quality expectations.*
- *Physical scale relating to the human perception at different points of experience.*
- *Visual impacts (views, lighting, etc.) upon public settings and neighboring properties.*
- *Visual and accessibility connections and separations.*
- *Public buildings and facilities that demonstrate these concepts and “lead” by example.*
- *Enrich the lives of all Scottsdale citizens by promoting safe, attractive, and context compatible development.*
- *Encourage projects that are responsive to the natural environment, site conditions, and unique character of each area, while being responsive to people’s needs.*

Response: This Goal and associated Policies are core to the Development Plan of Greenbelt88. Early feedback has allowed us to redesign our prior submission to create a new and exciting mixed-use, high-quality residential and retail project for the benefit of the community. Without a major shift to the existing tenant paradigm/ layout/market segment, such uses will disappear - either in full, or by majority, leaving the remainder of the site to flounder. The proposed project responds to the surrounding area character and the specific context of the neighborhood. The layout places an emphasis on embracing the adjacent greenbelt (something sorely missing in the currently layout) and provides access to this area for both visitor and residents. The design also uses appropriate scale with lower structures towards Hayden and Osborn and taller structures pushed back towards the center and southwest quadrant of the site – where 3-story office buildings already exist to the south.. The layout also creates a new, comfortable pedestrian connection between Osborn and Hayden with greenbelt views instead of walking adjacent to the highly traveled Hayden or Osborn Roads.

CD2: Review the design of all development proposals to foster quality design that enhances Scottsdale as a unique southwestern desert community.

- Recognize that Scottsdale’s economic and environmental wellbeing depends a great deal upon the distinctive character and natural attractiveness of the community, which are based in part on good site planning and aesthetics in the design and development review process. These characteristics contribute substantially to the community’s potential as a recreational resort area and regional trade center.
- Promote development that respects and enhances the unique climate, topography, vegetation and historical context of Scottsdale’s Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.
- Promote, evaluate and maintain the Scottsdale Sensitive Design Principles that when followed will help improve and reinforce the quality of design in our community.

Response: The project is designed to create a truly unique and distinctive place – an “only in Scottsdale” type setting where the community can gather or simply walk along the amazing pedestrian paseo with views to the greenbelt - another unique Scottsdale amenity. The project provides quality design that enhances the unique desert community. Shade, grass and water are vital elements of comfortable design in the southwest desert community. This project, through great site planning, places all three elements in view by providing site lines to the adjacent greenbelt and its lush environment. This is in addition to the on-site design which maximizes shade and pedestrian comfort. Almost as important, a vast expanse of surface parking lot will be removed and consolidated into an on-site parking garage, further confirming with Scottsdale’s Sensitive Design Principles.

Land Use Element

LU3: Encourage the transition of land uses from more intense regional and citywide activity areas to less intense activity areas within local neighborhoods.

- Encourage the location of more intense mixed-use centers and regional employment cores along regional networks while incorporating appropriate transitions to adjoining land uses.
- Locate employment uses where impacts on residential neighborhoods are limited and access is available at citywide and regional levels.
- Guide growth to locations contiguous to existing development to provide city services in a cost effective and efficient manner.
- Encourage transitions between different land uses and intensities through the use of gradual land use changes, particularly where natural or man-made buffers are not available.

Response: This development is located along Hayden Road, which is a Major Arterial and north-south transportation link. The development has appropriate transitions to adjoining land uses. The greatest height of the project is pushed towards the southwest quadrant of the site, where 3-story office uses already exist to the south and the golf course exists to the west. Even still, a large, pedestrian pathway buffer is provided to these adjacent uses. The remainder of the site is lower-story buildings which transition well with the commercial buildings along Hayden and the eventual single-family neighborhood to the east. Pedestrian connections throughout the site will help to further integrate the site with the adjacent out parcels within the same center as well as the adjacent properties.

LU4: Maintain a balance of land uses that support a high quality of life, a diverse mixture of housing and leisure opportunities and the economic base needed to secure resources to support the community.

- Allow for a diversity of residential uses and supporting services that provide for the needs of the community.
- Ensure the highest level of services and public amenities are provided to the citizens of Scottsdale at the lowest costs in terms of property taxes and travel distances.
- Support jobs/housing balance by integrating housing, employment, and supporting infrastructure in mixed-use centers located at appropriate locations.
- Provide a variety of housing types and densities and innovative development patterns and building methods that will result in greater housing affordability.
- Maintain a citywide balance of land uses that support changes in community vision/dynamics (established by future community visioning processes) over time.

Response: This goal is an important aspect of this project as the proposal provides all 4 items stated in the goal including: (1) Maintaining a balance of land uses includes preserving commercial uses at this corner. If commercial uses are lost at this corner, which is a real possibility without action, the balance of land uses will be affected. (2) A mixture of housing opportunities is provided by the project residential component. (3) Leisure opportunity is provided by the projects new, pedestrian friendly design and emphasis on quality outdoor gathering spaces. (4) The project helps to provide an economic base by reinvestment in the area and increased potential for sales tax collection from a thriving center. The project will help to maintain a healthy balance of land uses by maintaining and promoting retail and commercial uses at this corner while also providing additional living options.

LU5: Develop land use patterns that are compatible with and support a variety of mobility opportunities/choices and service provisions.

- Integrate the pattern of land uses and mobility systems in ways that allow for shorter and fewer automobile trips and greater choices for mobility.
- Encourage non-motorized (pedestrian and bicycle) access/circulation within and to mixed-use centers to reduce reliance on the automobile.
- Provide a balance of live, work and play land uses and development intensities that enable convenient non-automotive trips (pedestrian, cycling and transit) where environmentally and physically feasible.
- Encourage that land uses with the highest intensity be located in areas conducive to alternative modes of transportation.

Response: The project provides and encourages a variety of mobility opportunities and allows for fewer and shorter automobile trips. Mixed-use project, by their definition, provide a variety of uses in close proximity for an easy “park once” experience. The on-site retail and restaurant tenants will now have a built-in consumer base that can easily walk to their businesses. The project provides a live, work play balance at the micro scale (on-site within the development) and the macro scale (a living option located in close proximity to

employment and recreation activities). The area is also serviced by mass transit from City buses and located along a recognized Regional Corridor.

LU6: Promote land use patterns that conserve resources such as land, clean air, water and energy, and serve all people within the community.

- Encourage a variety of compatible mixed-use land uses throughout the city in appropriate locations, allowing people to live, work, play and shop in the same general area.
- Concentrate future development in “growth areas” and other centers of activity, thereby discouraging sprawl, conserving energy, and promoting community identity.
- Integrate land use and transportation policies to promote a decrease in vehicle miles traveled to reduce air pollution and resource consumption, increase interaction among citizens and provide a stronger sense of community.
- Protect and revitalize established areas/neighborhoods by promoting new development and the adaptive reuse of existing community resources that re-energize an area.

Response: The project allows people to live, work, play and shop in the same general area – and for some, in the same specific area. The mixed-use project on an infill site represents the antithesis of sprawl. The project is within walking distance – or an easy bike ride – to numerous employment and recreation areas. The area is also serviced by mass transit from City buses. The integrated land use and transportation options will help decrease the need for vehicular trips, while helping increase interaction among citizens. The new development will be designed to offer more housing options for those that look to live, work, play and shop in the community.

LU7: Sensitively integrate land uses into the surrounding physical and natural environments, the neighborhood setting, and the neighborhood itself.

- Protect sensitive natural features from incompatible development, and maintain the integrity of natural systems.
Incorporate appropriate land use transitions to help integrate into surrounding neighborhoods.
- Focus intense land uses along major transportation networks (such as the Pima Freeway and major arterial streets) and in urban centers (such as Downtown and the Airpark). Less intense land uses should be located within more environmentally sensitive lands.
- Incorporate open space, mobility, and drainage networks while protecting the area’s character and natural systems.

Response: As would be expected for a property located along a major arterial (Hayden Road), some intensity of use is appropriate. In fact, the historic use of the site as a commercial center with a grocer was undoubtedly a more intense use of the site than the current proposed development. Such big box users are renowned traffic generators. The proposed

development represents and appropriate intensity for this site. The project is also designed to sensitively integrate with the surround setting and neighborhoods – in particular, the treatment of the west property line and homage to the Indian Bend Wash (the greenbelt). Although the greenbelt is not a “natural” feature, the project nonetheless incorporates a large building setback, open space and a series of improvements along this frontage. As previously noted, the project opens up to the existing greenbelt and encourages pedestrian use along this key Scottsdale feature. Additionally, the project locates the greatest height towards the existing taller buildings to the south of the site while maintaining lower height uses towards the periphery of the site along the Hayden and Osborn Road frontages.

LU9: Provide a broad variety of land uses that create a high level of synergy within mixed-use neighborhoods.

- Incorporate a diverse range of residential and non-residential uses and densities within mixed-use neighborhoods.
- Promote residential uses that support the scale and function of retail, commercial and employment uses within these neighborhoods, including the use of mixed-use structures (retail or office on lower level and residential uses on upper levels).
- Encourage redevelopment that invigorates an area while also respecting the character of adjacent neighborhoods.
- Encourage compact mixed-use, pedestrian oriented development patterns, at urban densities, that limit the demand for parking and unnecessary automobile trips, and support alternative modes of mobility.

Response: This goal and associated policies are perfectly reflected in the proposed project from both a macro and micro level. The project provides a compact, pedestrian focused, mixed-use development that will reinvigorate this dated retail center. The project adds more diversity of residential option and non-residential uses to the larger neighborhood, while simultaneously providing a mix of uses on the subject site. The project provides a residential component specifically designed to support the scale and function of retail/commercial uses on site – in fact, the residential component it what will enable this site to function as a viable retail center in the future. Since roughly 2018, there has been a decline in “brick and mortar” retail nationwide and at this site, as such uses have struggled to stay relevant. The proposed project “right-sizes” the retail use and will breathe new life into the center. The project also provides the specific type of vertical mixed use (residential above retail) as encourage in bullet point two above.

Economic Vitality Element

EV7: Sustain the long-term economic well-being of the city and its citizens through redevelopment and revitalization efforts.

- Encourage quality redevelopment in employment areas to provide new jobs, new retail and new entertainment opportunities in the Scottsdale market.
- Encourage and support the renovation and reuse of underutilized or vacant parcels / buildings / shopping centers.
- Enhance the experience for visitors who evaluate the quality of their experience through their visual impressions of the community by revitalizing the mature built environment of businesses and neighborhoods.
- Support and encourage appropriate public and private redevelopment and revitalization efforts in the community.

Response: The project is perfectly aligned with this Goal and associated Policies. The long-term economic well-being of the center is of paramount concern to the neighborhood and City as a whole. Vacant retail centers have a negative trickle-down effect on surrounding land uses and values. This application represents a significant, private reinvestment in the property, and therefore the neighborhood. The redevelopment will help secure the long-term viability and enjoyment of the site for all, as well as provide new jobs and retail amenities for the neighborhood.

Housing Element

HE2: Seek a variety of housing options that blend with the character of the surrounding community.

- Encourage the creation of mixed-use projects as a means to increase housing supply while promoting diversity and neighborhood vitality.

Response: The project represents a mixed-use development that will blend with the surrounding character and provide a much-needed increase in housing supply. Scottsdale has a strong residential market and the project will provide opportunities for those who wish to relocate to, or remain in the area but perhaps are not ready for a purchase commitment or prefer the lifestyle today's Class-A rental communities provide.

HE3: Seek a variety of housing options that meet the socioeconomic needs of the people who live and work here.

- Consider incentives that encourage the development of diverse housing types, including smaller, more affordable units.

Response: The residential component of the project provides additional housing opportunities in the area which is currently dominated by single family homes, condominiums and older apartment complexes. The planned project will include a variety of unit types including two-bedroom, one-bedroom and studios for smaller, more affordable units.

Neighborhood Element

NE3: Sustain the long-term economic well-being of the city and its citizens through redevelopment and neighborhood preservation and revitalization efforts.

- Encourage a variety of housing densities throughout Scottsdale, with mixed-uses in areas of major employment and transit hubs, to offer greater live-work choices to a broader economic range of households.
- Support and encourage appropriate public and private economic reinvestment in mature, physically and economically declining areas.
- Maintain and create opportunities for quality housing for all citizens. This is a crucial component of Scottsdale's local economy.
- Encourage "green building" techniques and alternatives that incorporate healthy, resource- and energy-efficient materials and methods in design, construction, and remodeling in conjunction with revitalization, neighborhood conservation and redevelopment efforts.

Response: The project will help sustain the long-term well-being of the area by means of a large reinvestment and revitalization of the site. The project also encourages a variety of housing densities in a designated Mixed-use area. The site's location is highly visible, and the new development will assist in the effort to enhance and revitalize the experience for both residents and visitors, turning what was formerly a dated development into a new, high-quality mixed-use development. The project will utilize green building strategies including building orientation, passive solar design, natural day lighting, and passive cooling techniques. The project will promote the use of energy efficient systems and construction methods.

NE5: Promote and encourage context-appropriate new development in established areas of the community.

- Encourage new development efforts toward existing developed areas in Scottsdale.
- Promote the use of existing infrastructure as an incentive to encourage more infill development within the community.
- Promote existing developed areas of the community as opportune economic development infill sites.

Response: The project represents an infill redevelopment in an established area. The site is located along Hayden and Osborn Roads on a highly underutilized infill site.

Community Mobility Element

CM1: Protect the function and form of regional air and land corridors.

- Maintain Scottsdale’s high development standards. The character of regional corridors in Scottsdale should reflect an image that is uniquely Scottsdale through unified streetscapes, street signage, and public art.
- Enhance the natural beauty and unique character of Scottsdale through design and aesthetics of regional corridors.
- Develop innovative designs to reduce conflict points between various means of travel/user groups while improving the efficiency of the regional links.

Response: Although the application does not control the full property frontage along Hayden Road or Osborn Road, the property frontages still contribute to the unique character and aesthetic of Scottsdale. The Hayden Road frontage provides a large, landscaped buffer and a detached sidewalk in some areas. New trees will be added to the landscape setback along Hayden. A new, decel lane will be installed along Hayden Road to more easily access the site while reducing potential conflict points. The Osborn Road frontage, adjacent to the applicant property, will be improved with a new widened sidewalk and more inviting entry.

CM2: Protect the physical integrity of regional networks to help reduce the number, length and frequency of automobile trips, to improve air quality, reduce traffic congestion, and enhance quality of life and the environment.

- Improve air quality by encouraging live, work and play relationships in land use decisions that reduce the distance and frequency of automotive-generated trips.

Response: This project provides for a live / work and play relationship with a mixed used development (both vertically and horizontally). This helps reduce auto dependency and shortens vehicular trips. The project will also fit perfectly with the Osborn Road bike lane updates that are currently underway. Additionally, the Applicant will be implementing signal improvements at the intersection of Hayden and Osborn, specifically a left turn signal phase, to help address existing traffic issues at this intersection.

Preservation & Environmental Planning

PE10: Encourage environmentally sound “green building” alternatives that support sustainable desert living.

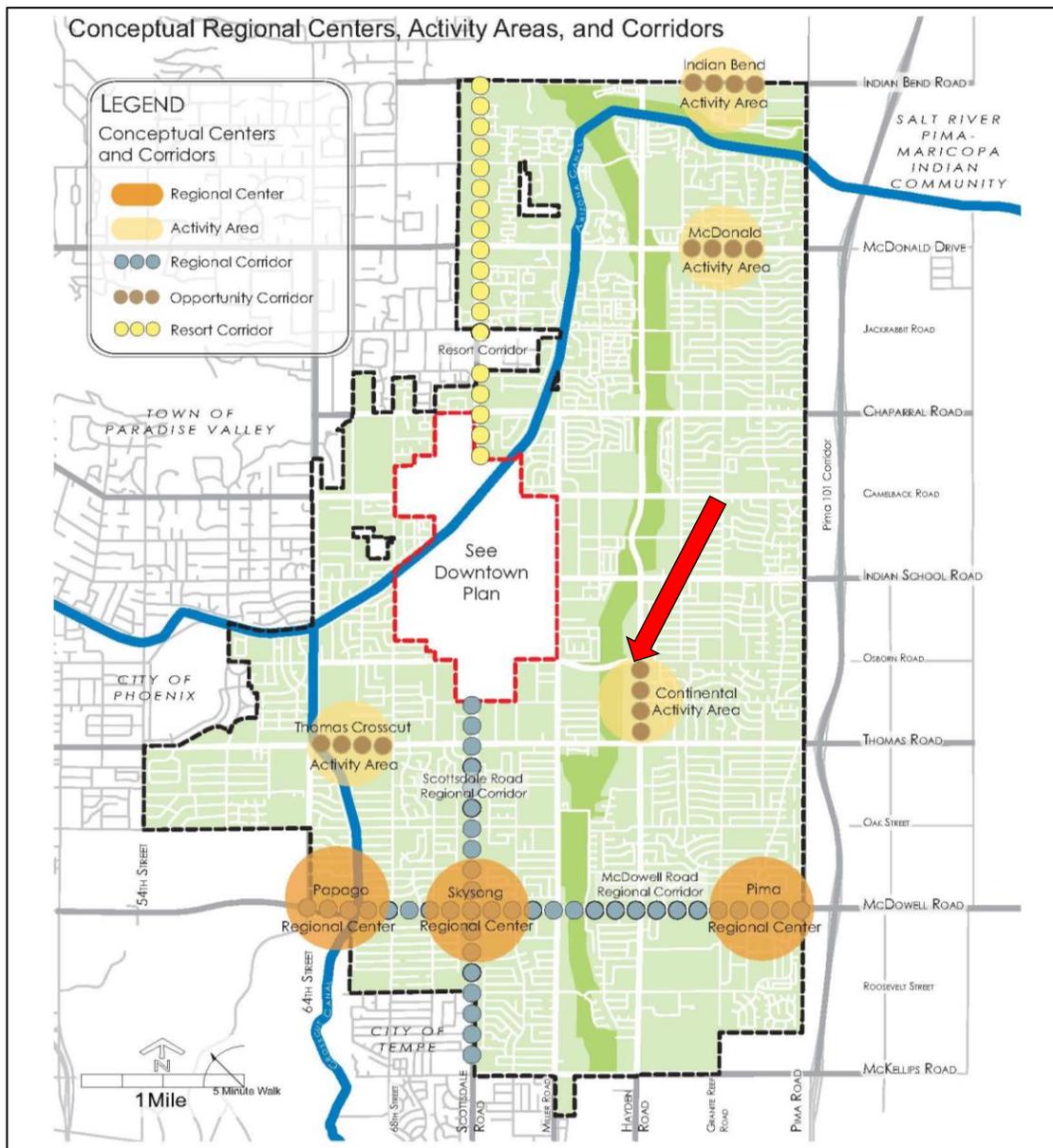
- Incorporate healthy, resource- and energy-efficient materials and methods in design, construction, and remodeling of buildings.

- Encourage “green building” techniques and alternatives in conjunction with revitalization, neighborhood conservation and redevelopment efforts.
- Protect and enhance the natural elements of all development sites.
- Improve the energy efficiency of the building envelope, equipment, and appliances.
- Use low impact building materials.
- Integrate water-harvesting techniques into site planning and design where appropriate

Response: The project will utilize green building strategies including building orientation, passive solar design, natural daylighting, and passive cooling techniques. The project will promote the use of energy efficient systems and construction methods.

4. Conformance With Southern Scottsdale Character Area Plan

The Southern Scottsdale Character Plan has a goal *“To maintain the positive attributes of Southern Scottsdale and seize new opportunities for the area,”* and in order to make that happen it recommends *“the public and private sectors should explore innovative development ideas, encourage land use and development flexibility, and provide a coordinated approach to local and regional development and economic revitalization”*. There are many ways in which this proposed mixed-use project aligns with that vision. Below are a cross section of goals and policies with which this project aligns with the goals of the Southern Scottsdale Character Area Plan.



Located within the Southern Scottsdale Character Area Plan, along a Regional Corridor
Resolution No. 12281

1. Land Use, Growth & Activity Areas

Goal LU 1: Promote residential reinvestment and revitalization through regulatory flexibility.

- **Policy LU 1.2.** Encourage new residential development and revitalization that complements the established urban form.
- **Policy LU 1.3.** Provide flexibility in residential mixed-use development standards to encourage revitalization of properties within higher density areas of Southern Scottsdale.

Response: The project exemplifies new residential, mixed-use development and revitalization. An underutilized and aging site will be transformed into a vibrant development that is full of activity and new residents helping to stimulate the local economy. The proposed PUD standards will aid in creating the density needed to make the project economically feasible and provide the opportunity for the sorely needed mixed-use development in the South Scottsdale area.

Goal LU 2: Create a hierarchy of regional, opportunity, and resort corridors to guide future land use, development and redevelopment throughout Southern Scottsdale.

- **Policy LU 2.2.** Opportunity Corridors consist of moderate intensity development and exist only within General Plan designated Activity Areas. These corridors will contain:
 - A mixture of land use classifications including mixed-use neighborhood;
 - A number of medium to low scale vertical and horizontal mixed-use developments; and
 - Additional residential density to compliment Activity Area land uses.

Response: The Property is located within a designated “Activity Area” and along a designated “Opportunity Corridor.” As such, the project provides the desired mixture of uses and does so in the preferred, mixed-use layout. The project also provides additional density to compliment the activity area.

Goal LU 3: Promote revitalization, reinvestment, and development along Southern Scottsdale’s Corridors.

- **Policy LU 3.1.** Create and encourage the utilization of flexible land use regulations as incentives for reinvestment and new development along Corridors.
- **Policy LU 3.2.** Promote a mix of housing located along Corridors and as part of designated Regional Centers and Activity Areas.
- **Policy LU 3.3.** Encourage the assembly of smaller, fragmented properties to create larger, mixed-use opportunities along Corridors.

- **Policy LU 3.4.** Explore a Planned Unit Development (PUD) District Ordinance amendment to assist in alleviating property parcel size and shallow lot development constraints found along Southern Scottsdale Corridors.
- **Policy LU 3.5.** Pursue increased private sector participation in the provision of public amenities along Corridors when development standard flexibility is requested.
- **Policy LU 3.6.** Encourage a diversity of new development, redevelopment, and infill projects that incorporate vertical and horizontal mixed-use development along Southern Scottsdale Corridors.

Response: Again, the property is located along a recognized Corridor. The project accomplishes several of the above goals including encouraging reinvestment and new development, creating a mix of housing and encouraging the assemblage of two smaller parcels. It also serves as a prime example of an urban infill project that is incorporating both vertical and horizontal mixed-use development in the South Scottsdale Corridor. The development is located just down the block from the thriving, downtown Scottsdale Medical campus and will provide perfect housing options for that growing employment base in addition to the nearby and thriving SkySong Innovation Center. The site is also ideally located with convenient freeway access.

Goal LU 5: Create Regional Centers and Activity Areas to guide future land use types and intensities throughout Southern Scottsdale.

- **Policy LU 5.4.2.** The Continental Activity Area (located between Osborn Drive and Thomas Road on Hayden Road) should include professional and medical offices, service-related uses, commercial, locally owned and/or corporate restaurants, and additional multi-family housing. This Activity Area should encourage development, through site orientation and access, to embrace its unique location fronting along Indian Bend Wash.

Response: The proposed project perfectly encapsulates this goal and policy. The project includes service-related uses, commercial uses and locally owned or corporate restaurants and additionally multifamily housing. Furthermore, the project is completely designed to, as the policy states, “...embrace its unique location fronting along Indian Bend Wash.” The project is designed to fosters views and connections to the adjacent greenbelt and, in some ways, blur the line between the open space of the greenbelt and the open space of the project.

Goal LU 8: SUPPORT A DYNAMIC RANGE OF LAND USES ADJACENT TO INDIAN BEND WASH THAT PROMOTE, ENHANCE AND ENGAGE THIS PRIMARY OPEN SPACE AMENITY.

- **Policy LU 8.1.** Encourage the revitalization of commercial and office land uses along Indian Bend Wash to promote new recreational, entertainment, and housing options on sites which are immediately adjacent to this primary open space amenity.

- **Policy LU 8.2.** Encourage properties that redevelop adjacent to, or in close proximity of, Indian Bend Wash to incorporate site orientation and access that takes advantage of their location next to this amenity.

Response: Once again, the planned project completely encapsulates this Goal and associated Policies. The project provides a range of land uses that promote, enhance and engage with the greenbelt as an open space amenity. The project revitalizes a commercial use adjacent to the wash and is designed purposely to be oriented toward and take advantage of this amenity. The project is designed to fosters views and connections to the adjacent greenbelt and, in some ways, blur the line between the open space of the greenbelt and the open space of the project. Seating options will also be provided along this Paseo area to further encourage engagement with this amenity.



Views From the New Paseo and Plaza Towards the Greenbelt and Camelback Mountain

2. Character and Design

Goal CD 2: *The character and design of mixed-use and commercial development should accommodate a variety of land uses, engage pedestrians, and extend indoor spaces to the outside.*

- **Policy CD 2.1.** Encourage pedestrian-oriented site design for new and revitalized development within Corridors, Regional Centers, and Activity Areas.

- **Policy CD 2.3.** Within Corridors, Regional Centers, and Activity Areas, locate new development along the street and provide parking immediately behind the building area.
- **Policy CD 2.4.** New development and redevelopment should provide a diversity of design by accommodating a mix of land uses both vertically and horizontally.
- **Policy CD 2.5.** Encourage both dedicated and publicly accessible open spaces within private developments to function as extensions of indoor spaces into outdoor areas.

Response: The propose mixed-use project features pedestrian oriented site design and extends indoor spaces to the outside. A public open space at the northwest corner of the site will feature adjacent restaurant uses with associated patios and the entire western edge of the site features pedestrian oriented open space, visually connected and oriented towards the greenbelt. The project also provides the desired diversity of design by including mixed-use development in both vertical and horizontal layout. Again, previous redevelopment concepts on this site removed all the retail and proposed nearly 390 residential units. This proposal provides a more appropriate mixture with 238 residences and roughly 25,000 square feet of retail space.

Goal CD 5: Maintain, protect and enhance the character, quality and connectivity of the public realm and open space areas.

- **Policy CD 5.4.** Encourage plant placement that maximizes shade opportunities in pedestrian spaces, parking lots, and streetscape environments.

Response: Public realm and open space areas are a major priority for this revitalization. The most visible gesture is the pedestrian paseo along the west edge of the property and the large courtyard gathering area near the northwest corner of the site. The project also enhances the character of existing open space (the greenbelt), by orienting aspects of the project towards this amenity. This is vastly different than the current layout which provide back of house views and operations towards the greenbelt.

Goal CD 6: Promote, plan and implement design strategies that are sustainable.

- **Policy CD 6.1.** Encourage compact development design along Corridors and in Regional Centers and Activity Areas to help reduce travel distances, encourage walking and cycling, and stimulate public transit use.
- **Policy CD 6.2.** Encourage building design, orientation, and layout that reduce energy consumption.
- **Policy CD 6.3.** Develop adaptable and sustainable building design strategies that could accommodate future innovative energy and environmental technologies as they become commercially viable.

- **Policy CD 6.4.** Encourage the use of sustainable design principles for remodeling and new development projects to mitigate building construction and operational impacts on the environment.

Response: The design of the project is compact in nature and creates new housing opportunities that will reduce travel distances and encourage walking, biking and public transit. The entire site is designed and oriented to be as sustainable as possible and create passive shading and cooling opportunities. The removal of large areas of asphalt surface parking in favor of a multi-level garage also helps reduce the heat island effect.

Goal CD 7: Protect low-scale single-family neighborhoods within Southern Scottsdale by utilizing landscape buffers and transitional building forms, shapes, and sizes in the design of new development and redevelopment.

- **Policy CD 7.1.** Encourage architectural and design transitions between new development and existing development.

Response: The vast majority of the site abuts commercial uses or a major roadway. The site layout places the greatest height towards the southwest quadrant of the site where existing 3-story office buildings exist directly south. Placing the residential component near the greenbelt is also in keeping with other residential projects to the north and south which face on to the greenbelt. The remainder of the site is lower in height to transition to lower height uses in the area.

3. Community Mobility

Goal CM6: Mitigate the impacts of Southern Scottsdale's vehicular traffic on adjacent residential neighborhoods.

- **Policy CM 6.2.** Maintain appropriate traffic flow on major and minor arterials to minimize traffic impacts in residential areas.

Response: Existing traffic issues have been brought to the Applicant's attention regarding the intersection of Hayden and Osborn Roads. To help alleviate these issues, the Applicant will be implementing signal improvements, at a significant expense, at the intersection, specifically a left turn signal phase. This improvement will help to address some of the existing traffic issues and will further help with the flow of traffic. The project is also ideally located at an arterial intersection without direct connections to residential neighborhood and therefore does not encourage neighborhood traffic.

4. Open Space & Recreation

Goal OSR 3: Continue to Maintain and Enhance Indian Bend Wash as a Primary Open Space Resource that Provides for Community and Regional Recreation Needs.

- **Policy OSR 3.2.** Evaluate a change in land use and development orientation on properties adjacent to the Indian Bend Wash to promote interplay of complementary activities such as dining, recreational/rental facilities, and social gathering spaces.

Response: The project perfectly aligns with this Goal and Policy. The redevelopment of the site places an emphasis on interaction with the greenbelt, including the provision of gathering spaces and dining options with a visual connection and interaction with the greenbelt. These areas are accessible to the public, creating a neighborhood amenity that currently does not exist. Numerous benches will be placed along the open space corridor for those who wish to sit and enjoy the views to the west.

Goal PE 2: Mitigate the Urban Heat Island Effect.

- **Policy PE 2.1.** Continue to examine new and reinvestment development plans to identify strategic landscape opportunities for passive building cooling and to provide shaded pavement in parking lots and on streets.

Response: The project removes a large expanse of asphalt surface parking and replaces it with a multi-level parking garage, new buildings and landscaping and open space. All factors which can help to mitigate the heat island effect. New landscape plantings throughout the project also help the cooling effect. Trees will be planted in key areas throughout the project and especially along the western boundary to provide shade along the new paseo.

5. Preservation & Environmental Planning

Goal PE 1: Promote conservation and sustainability within neighborhoods.

- **Policy CD 7.1.** Encourage compact development to reduce auto dependency and parking requirements, encourage multi-modal transportation options, provide open space, and facilitate pedestrian mobility.

Response: Designed as a true, mixed-use development, the project provides for a compact mix of uses that encourage the reduction of auto dependency. The project also provides meaningful open space in the form of a new, patio gathering area and a pedestrian pathway along the greenbelt which helps facilitate pedestrian mobility.

Goal PE 2: Mitigate the Urban Heat Island Effect.

- **Policy PE 2.1.** Continue to examine new and reinvestment development plans to identify strategic landscape opportunities for passive building cooling and to provide shaded pavement in parking lots and on streets.

Response: The project removes a large expanse of asphalt surface parking and replaces it with a multi-level parking garage (which is fully screened from view), new buildings and landscaping and open space. All factors which can help to mitigate the heat island effect. Trees will be planted in key areas throughout the project and especially along the western boundary to provide shade along the new Paseo sidewalk. New trees will also be added to the landscape setback along Hayden Road.

5. Planned Unit Development Conformance

The Planned Unit Development (PUD) district promotes a mixed-use development pattern (horizontally or vertically) and recognizes that strict adherence to traditional development standards found in most zoning districts may be an impediment to such a challenging development typography. The project is a true, mixed-use development which perfectly aligns with the goals of the PUD district. The constraints of a standard zoning district would inhibit the quality and feasibility of development. The site is not well-served as a full, large sized commercial center and the introduction of residential density is key to a quality revitalization.

It should be noted, the development fully adheres to the provisions of the PUD ordinance except for setback provisions made near-impossible due to the additional “out parcels” within the larger center. Per PUD Ordinance Section 5.5005.E, an average setback of 32-feet is required where commercial uses occur on the first floor. This would be a requirement along both Hayden and Osborn Road frontages. Given the unique shape of the property under consideration with this application, an average setback of 166-feet is provided along Hayden (with a maximum setback of 210-feet) and an average setback of 185-feet is provided along Osborn Road (with a maximum setback of 235-feet).

Hayden Road

- Average 166'
- Maximum 210'

Osborn Road

- Average 185'
- Maximum 235'

This is the only Amended Development Standards requested or required for this project.

The criteria to establish a Planned Unit Development (PUD) zoning district, as outlined in Section 5.5003.A of the PUD Ordinance has been met as follows:

a) The proposed development promotes revitalization, the goals, policies and guidelines of the General Plan, area plans, and design guidelines:

Revitalization is at heart of this application. In fact, the primary request is to rezone the site so the ailing center can be revitalized by a substantial reinvestment by the owner. The center, in order to survive as a commercial center, must be revitalized. As outlined in this narrative in Chapter 3 *Conformance to the General Plan* and Chapter 4 *Conformance to the Southern Scottsdale Character Area Plan*, it directly aligns with the goals, policies and design guidelines as requested.

b) The proposed development's uses, densities, or development standards would not otherwise be permitted by the property's existing zoning:

The property was zoned to PNC in the 1970's and, although appropriate at the time, modern, mixed-use development require more flexibility. The current PNC zoning severely restricts the potential number of residential units. The insertion of residential density, and the associated purchasing power of that density, is what will drive the successful revitalization of this site. Additionally, by a strict interpretation of the Ordinance, the current zoning only allows 36 feet of building height, however, 18 feet of additional height is permitted for appurtenances, bringing the total closer to 54 feet. By contracts, the requested PUD allows for 48 feet of building height and only 10 feet of appurtenances. So, while the actual height to the passerby is basically the same, the existing zoning development standards would not permit the fourth story which is required for the residential component of this revitalization. In order to comply with many of the land use goals outlined in the Southern Scottsdale Character Area Plan, primarily the provision of flexibility for residential mixed-use development standards to encourage revitalization, the existing zoning district must be changed.

c) The proposed development will be compatible with adjacent land uses and promotes the stability and integrity of abutting or adjacent residential neighborhoods:

The proposed development will be compatible with adjacent land uses, which feature commercial, office, single-family and multifamily apartments and condominium uses. While the property does not directly abut a single-family residential neighborhood, such neighborhoods do exist in the vicinity. The revitalization of the site will definitely help to stabilize the integrity of the neighborhood by providing a significant reinvestment that beautifies the site and provides a community asset.

d) There is adequate infrastructure and city services to serve the development:

The City will evaluate existing and needed infrastructure and where necessary, the development will provide upgrades to ensure there is adequate capacity to serve the development.

e) The proposal meets the following location criteria:

a. The proposed development is not located within any area zoned Environmentally Sensitive Lands Ordinance (ESL) nor within the boundaries of the downtown Area:

The proposed development is not located within any area zoned ESL or within the boundaries of the downtown area.

b. The proposed development fronts onto a major arterial and/or major collector street as designated in the Transportation Master Plan:

As can be seen on the Recommended Street Functional Classification from the Scottsdale Transportation Master Plan, the proposed development fronts onto Hayden Road and Osborn Road which are designated as a Major Arterial and Major Collector respectively.

Planned Unit Development request must be approved with a Development Plan which must be reviewed by the Development Review Board. The project adheres to, and exceeds the standards for Development Review Board consideration including:

1) The design contained in the DP is compatible with development in the area that it may directly affect and the DP provides a benefit to the city and adjacent neighborhoods.

The design is highly compatible with development in the area. The property is located along a major arterial (Hayden) with a well-established precedent of commercial and multi-family uses. Height in the area is typically pushed back from Hayden Road towards the greenbelt. The project continues this trend by maintaining (and improving) a large, landscaped setback along Hayden Road, followed by lower, single-story commercial buildings. Buildings are also pushed back from the Osborn Road frontage to maintain the current feel of that street. The taller aspects of the project (which only top out at 45 feet) are positioned in the southwest quadrant of the site - far back from Hayden and Osborn Roads and closer to the existing, taller office buildings south of the site. In fact, the tallest buildings of the project are nearly two (2) football fields away from the closest single-family home (on the opposite side of Hayden Road) and will be completely imperceptible.

The Development Plan provides great benefits to the neighborhood and the City as a whole by providing a fully reinvigorated center designed to become a community gathering place for decades to come. These benefits include the provision of nearly double the amount of required open space (30,000 sqft required – 57,000 sqft provided) with the majority of this space dedicated to a new public plaza and Paseo walkway. The community will now be able to enjoy spectacular views of the greenbelt and Camelback Mountain from publicly dedicated space on this private property. Patrons can relax on a restaurant patio or on a Paseo bench while taking in the views and interacting with others.

2) The DP is environmentally responsive, incorporates green building principles, contributes to the city's design guidelines and design objectives, and that any deviations from the design guidelines must be justified by compensating benefits of the DP.

The Development Plan is environmentally responsive. The first, and often most important, component is the redevelopment of an infill-site and doing so in a mixed-use manner. This has a vast impact on minimizing vehicular trips and resources while taking advantage of mass transit options. The redevelopment also removes a swath of asphalt surface parking lot and condenses the spaces into a new parking garage – helping to mitigate the heat island effect. The Development Plan also features a variety of passive and design-based climatic responses including building orientation, and abundance of shade-creating balcony and roof overhangs and landscaping. The project will also utilize energy efficient systems and construction methods.

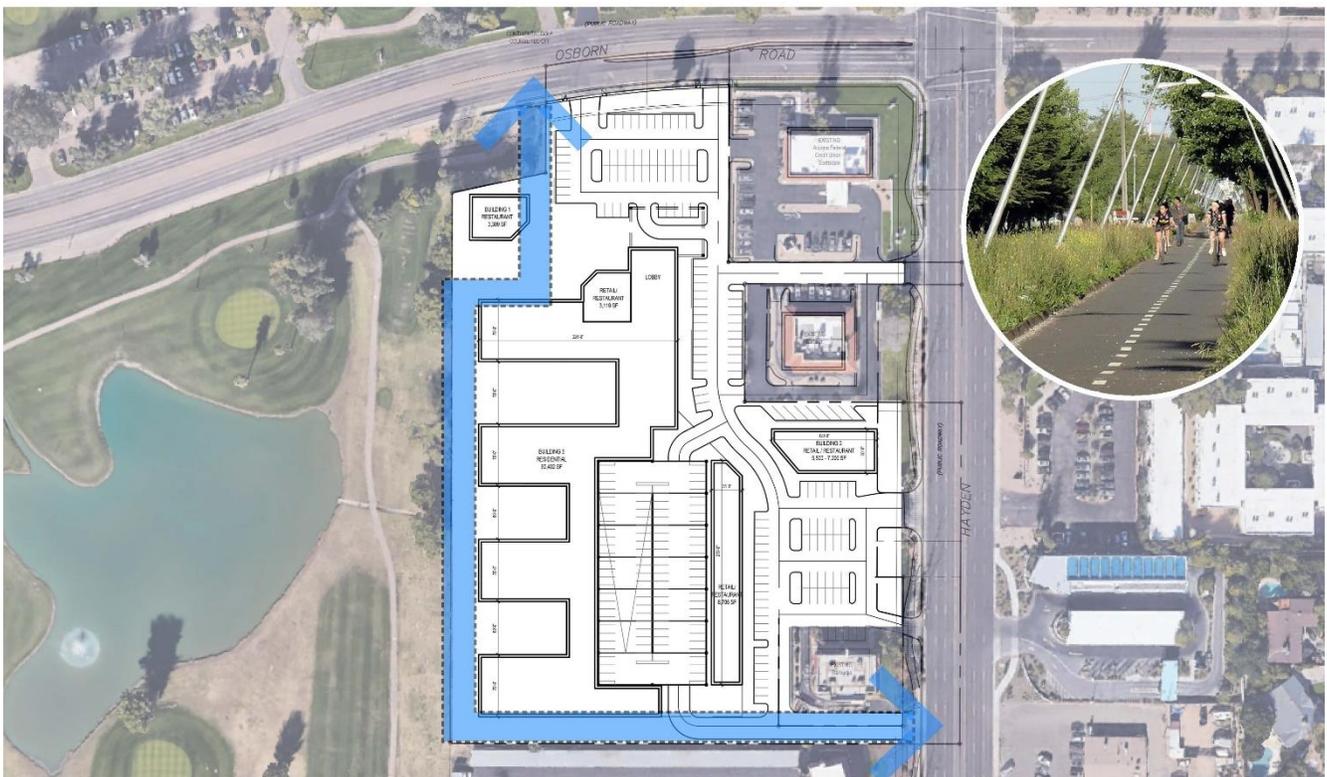
- 3) **The DP will not significantly increase solar shading of adjacent land in comparison with a development that could be developed under the existing zoning district.**

No significant solar shading of adjacent land will occur with this Development Plan. Any height within the project is well positioned and far setback from the property perimeter. Purposeful shading will be provided within the project as well as along the west property line to maximize pedestrian comfort along the Greenbelt Paseo.

- 4) **The DP promotes connectivity between adjacent and abutting parcels, and provides open spaces that are visible at the public right-of-way and useful to the development.**

This criterion is at the heart of this redevelopment proposal. The project provides nearly double the required amount of open space (30,000 sqft required – 57,000 sqft provided)! This includes a large, open space plaza placed at the northwest corner of the site that is flanked by new retail / restaurant patio space. This plaza, which will be dedicated to public use through an easement or license agreement with the City, is envisioned as a gathering place for patrons, passerby's and the neighborhood as a whole to relax and interact with others in a comfortable environment while enjoying spectacular views.

The project also promotes connectivity by providing the Greenbelt Paseo, a landscaped and amenitized pathway dedicated for public use along the full western edge of the site.



The New Paseo Will Allow for Pedestrian Connectivity Along the Greenbelt
Resolution No. 12281

The Paseo connects to the Osborn Road sidewalk (and new bike path improvements) to the north as well as to Hayden Road to the east – providing a much more enjoyable pedestrian experience than traversing along the car-heavy Hayden Road frontage. A series of pedestrian pathways and connection are also provided within the interior of the site.

6. Scottsdale Sensitive Design Principles Conformance

The Character and Design Element of the General Plan states that “*Development should respect and enhance the unique climate, topography, vegetation and historical context of Scottsdale's Sonoran Desert environment, all of which are considered amenities that help sustain our community and its quality of life.*” The City has established a set of design principles, known as the Scottsdale’s Sensitive Design Principles, to reinforce the quality of design in our community. The following Sensitive Design Principles are fundamental to the design and development of the Property.

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

Response: The purpose of the planning and building design of this project is to be context appropriate in both ways. The site plan acts to engage the community with greenbelt access and the creation of a new, vibrant public space. The building design is sensitive to the building program and location along the greenbelt by employing a massing strategy that breaks up the building and provides vistas for most units. The materials used will honor the history of the residential built environment and also reflect the natural, lush backdrop of the site and frontage on both Hayden Road and the greenbelt. Mature landscaping exists along the perimeter of the site along Hayden and Osborn and will be maintained and enhanced where appropriate.

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

Response: The urban location and existing commercial development does not have protected natural features or established vistas. The siting and orientation of the new development will generate new vistas that honor the greenbelt, western sunsets and unabated views to Camelback Mountain. These vistas will be available to private residences through open courtyards and to the public via ground level access on the west side of the property. The entire west and south side of the property has been designed to allow public access with greenbelt views and a more comfortable pedestrian pathway than the street-adjacent sidewalks.

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

Response: As an already developed, urban location, the current topography of the property is generally flat and minimal landscaping occurs. The new development will

provide an enhanced public corridor and landscape connection to the greenbelt on the western edge of the property. The development will only serve to reconnect the site to the surrounding context. The project is also sensitive to the existing landscape provided in the adjacent greenbelt and, as such, will be providing complimentary landscaping along this property boundary to help blur the line between properties.

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

Response: As an already developed, urban location, there are currently no natural habitats to preserve or restore. We hope that with the reduction of non-pervious surfaces, along with a greater connection with the existing, larger landscape corridor to the west, will help preserve any beneficial ecological processes and/or habitats.

5. *The design of the public realm, including streetscapes, parks, plazas and civic amenities, is an opportunity to provide identity to the community and to convey its design expectations.*

Response: This is a key component of Greenbelt88. This development will drastically enhance the public realm by providing a new, publicly accessible paseo along the greenbelt and new public gathering space that opens up to greenbelt and Camelback Mountain vistas. The project will also build a new mixed-use streetscape lined with viable retail shops and residential amenity spaces and maintaining the lush public street edges in their current state. All new and enhanced public spaces will consider the appropriate scale and number of furnishings and the placement of public art in a variety of forms.

6. *Developments should integrate alternative modes of transportation, including bicycles and bus access, within the pedestrian network that encourage social contact and interaction within the community.*

Response: The project encourages alternative modes of transportation by several means. At the most basic level, but perhaps most impactful, the mixed-use nature of the project and the choice to redevelop an infill site, reduces reliance on vehicular travel. The new commercial uses will have a built-in customer base from the new on-site residents. These residents can easily walk to the services and amenities provided. Furthermore, bike racks will be provided for the commercial uses and the residential component will likely feature internal bike storage for residents. This development will retain all bus service access points and make crucial additional connections by providing access to the greenbelt along the west side of the site as a corridor for bikes and pedestrians to have an alternate way to circulate the site and connect from Osborn to Hayden in lieu of the sidewalk and street

light. The project will be a perfect compliment to the Osborn Road pedestrian and bike lane improvements currently underway.

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

Response: Another key goal and design aspect of the project. All new pedestrian pathways will consider scale and environmental comfort through a combined use of building mounted canopies, building mass shading, and tree canopies. Our intent is to provide pedestrian pathways that are enjoyable to occupy at all seasons of the year. The new paseo along the western and southern property boundaries are a direct consideration for the pedestrian, whether visiting the site, living on site or simply walking through the site.

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

Response: The building layout has been broken up to reduce the apparent mass on the west edge by implementing an east-west orientation and opening private amenity spaces to the west. The mass of the garage is wrapped with a mix of uses including residential and retail. Based on a vertical mix of uses within the buildings, the ground level will be expressed differently on a number of facades. This will assist in breaking up building massing and reducing visual impact. Vehicular and pedestrian entries to the building will also be highlighted through multi-story design elements and material changes to highlight entry points to the project.

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

Response: The design of the built environment will respond appropriately to its climatic location and its historical contextual location within south Scottsdale. Traditional materials including slump block and other masonry units will be integrated into a contemporary palette of composite wood, concrete, metal and plaster finishes. This will combine local textures and materials into a more timeless and updated application. Building program and design elements will also respond to the project location. At retail programmatic locations, building façade material will provide the appropriate change in scale and visual interest along with overhangs and canopies that create shade. On the residential portions, floor and roof overhangs, balcony extensions and other horizontal and vertical design elements will create shade for glazed portions of the façade. Changing material texture and orientation will provide variety and visual interest to these parts of the facades as well.

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

Response: Passive solar exposure mitigation strategies have been implemented into the building design and site plan layout. The floor plans reduce the amount of western façade exposure by creating legs of the building in an east-west orientation so that much of the facades are exposed to north and south solar angles. North and south angles are much easier to mitigate direct solar gain and also help to shade outdoor courtyards. Building design also addressed sustainable practices through balcony and roof overhangs. Also, the removal of large expanses of asphalt parking and service lots that will be replaced with pedestrian walkways also helps to reduce the urban heat island effect.

11. Landscape design should respond to the desert environment by utilizing a variety of mature landscaping and preserving native plants.

Response: The landscape palette will reflect the desert sensitive species that are appropriate and thrive in our local climate. Variety of trees and supplemental plantings will be used to highlight differing zones of the project and define major public spaces and thoroughfares. Landscape materials will primarily consist of trees, shrubs and cacti that are indigenous to the area and that complement the local desert environment. The character of the area has been established through prior development. The landscaping for the planned development will utilize the same overall landscape character as what currently exists. Plantings will also enhance the character of the new development, as well as emphasize the current landscape character. The landscaping will complement the built environment by providing accent color and texture to the planned structures. The landscaping will also provide shade relief and soften hard edges. Mature perimeter landscaping will remain and/or be enhanced including the Hayden Road berms. Trees will be planted in key areas along the western boundary to provide shade along the sidewalk. Colorful shrubs and groundcovers will be planted along the ground plane to help soften and cool the area. Plantings adjacent to the building will be proper in scale and compliment the architectural character of the building. Pockets of turf or artificial turf may be located in key areas to help add green space to the development. Numerous benches will be placed along the open space corridor for those who wish to sit and enjoy the views to the west.

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

Response: Planting species and pavement selection will reflect sensitivity to the desert climate and strategies to reduce usage of water. Water features will be used judiciously

in higher pedestrian activity areas to highlight public gathering areas and enhance a cooling effect for those spaces. Large open bodies of water will not be utilized. Small, human scale water features may be used in limited locations for aesthetic purposes for enhancing public spaces. Water may be used in private spaces for the purposes of recreation (swimming pool) or small fountains for passive recreation and aesthetics. The landscaping will utilize native and drought tolerant plant material and preserve native plants wherever practicable.

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

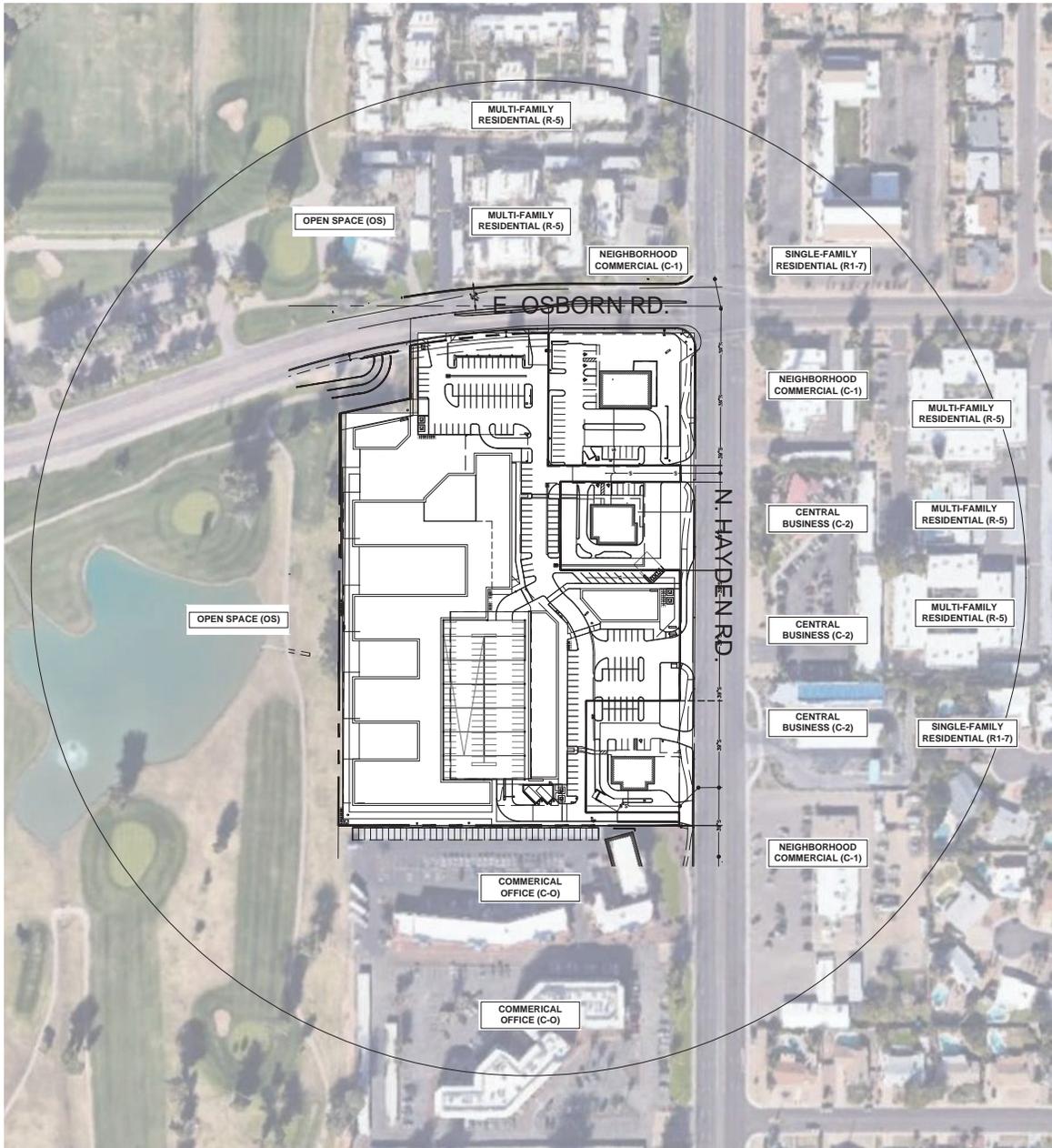
Response: Lighting fixture selection and illumination levels will be appropriately designed to support the comfort and safety of the development and enhance the pedestrian focal points and gathering spaces. A hierarchy of illumination levels coupled with dramatic lighting techniques will be the tools used to achieve this.

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

Response: Signage will be designed to respond differently and appropriately for each of the mix of uses on the site. For retail, signage will appeal to visibility to parking areas and also legibility and exposure along pedestrian traffic areas. Residential signage will reflect the contemporary design of the building and support entry points of the user experience. Parking garage signage will function to tastefully direct traffic to entry points to support ease of maneuverability of the site.

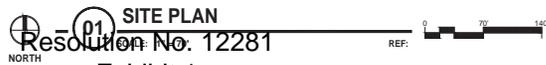
7. Conclusion

The process to get to the development plan proposed in this application has been a slow and deliberate one undertaken by an Ownership entity of 18 years that truly wants to reinvigorate a struggling center. The process to this point has not been rushed. Rather, it has been a meticulous (and expensive!) process to completely redesign based upon City and community feedback – while still acknowledging the realities of market conditions. The Development Plan presented with this application will breathe new life into an aging center while saving this corner as a commercial, community asset for decades to come. Unlike previous proposals and concepts for this site that were strictly residential, this proposal is a true, mixed-use redevelopment that maintains and improves retail and commercial uses, while adding residences to activate and engage the site. The result is a vastly improved shopping experience and gathering space for the community. As demonstrated in the narrative, the project is in conformance with the City of Scottsdale’s General Plan and the Southern Scottsdale Character Area Plan, as well as numerous other City documents and policies.



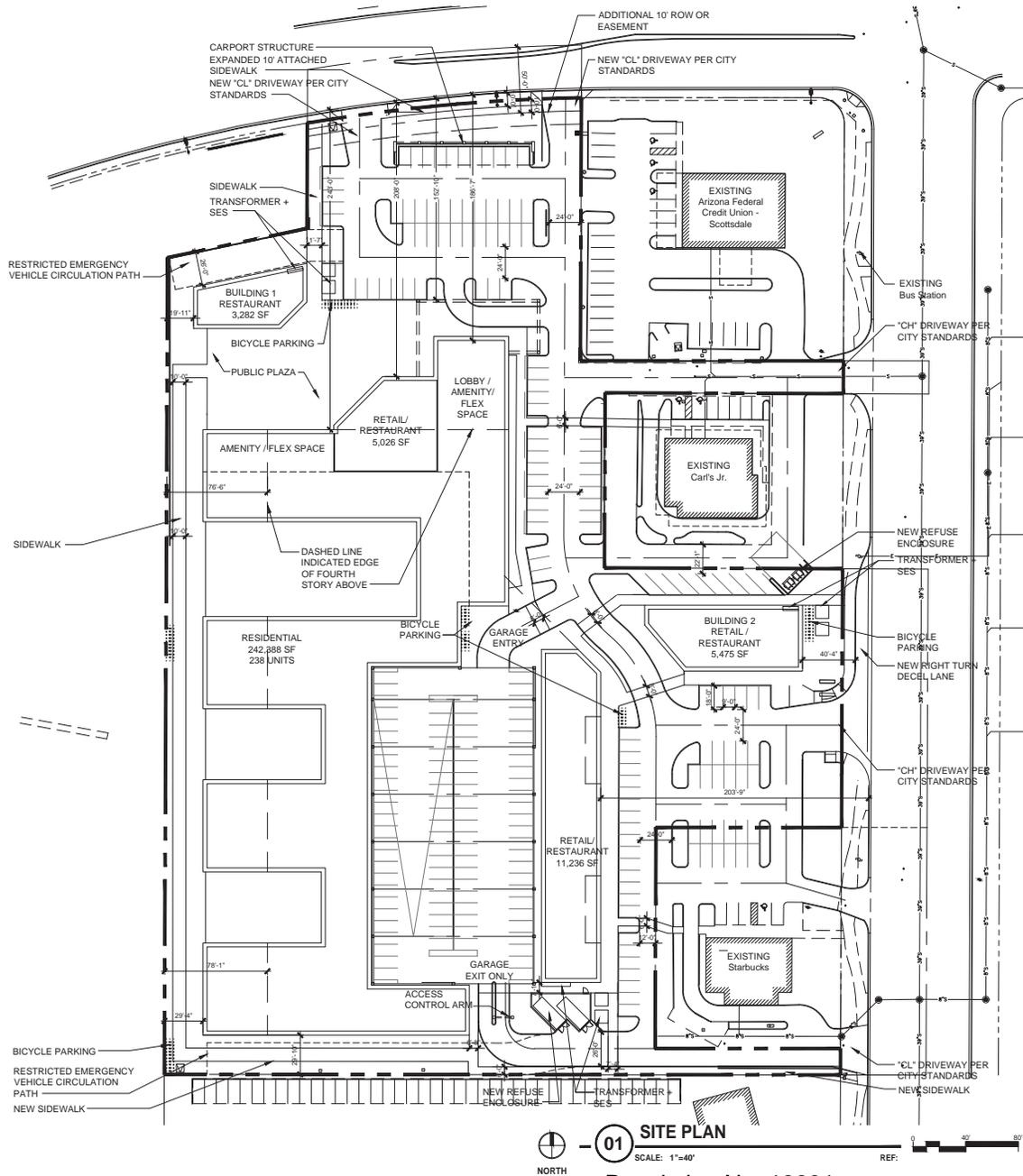
PROJECT INFORMATION

CURRENT ZONING:	PNC
PROPOSED ZONING:	PUD Planned Unit Development
GROSS SITE AREA:	7.00 ACRES (304,920 SF)
NET SITE AREA:	6.62 ACRES (288,288 SF)
PROPOSED DENSITY:	34.00 DU/AC (238 UNITS)
PROPOSED GFAR :	29,019 SF/ 288,288 SF 0.10 GFAR
MAX. HEIGHT ALLOWED:	48 FT (+10' MECH)
PROPOSED HEIGHT:	24 to 45 FT (+5' MECH)



01 SITE PLAN
Resolution No. 12281
Exhibit 1
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PLANS, DESIGNS, GUIDELINES AND OTHER ELEMENTS OF THIS DOCUMENT ARE CONCEPTUAL ONLY AND SUBJECT TO FUTURE MODIFICATIONS



01 SITE PLAN

SCALE: 1"=40'

Resolution No. 12281

Exhibit 1

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PLANS, DESIGNS, GUIDELINES AND OTHER ELEMENTS OF THIS DOCUMENT ARE CONCEPTUAL ONLY AND SUBJECT TO FUTURE MODIFICATIONS

PROJECT INFORMATION

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 PROPOSED ZONING: PUD
 Planned Unit Development

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PROPOSED DENSITY: 34.00 DU/AC (238 UNITS)
 PROPOSED GFAR : 0.10 GFAR

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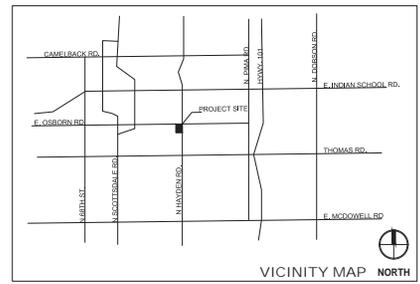
AREA TABULATIONS

COMMERCIAL RESTAURANT/RETAIL FLEX COMMERCIAL	25,019 SF 4,000 SF
RESIDENTIAL	
4 STORIES	
GROSS BUILDING AREA	242,388 SF
UNIT MATRIX	
STUDIO	68 UNITS
1 BEDROOM	116 UNITS
2 BEDROOM	54 UNITS
TOTAL	238 UNITS

PARKING TABULATIONS

PARKING REQUIRED	
RESIDENTIAL	
GUEST (238/6)	40 CARS
STUDIO (1.25 x 68)	85 CARS
1 BEDROOM (1.3 x 116)	151 CARS
2 BEDROOM (1.7 x 54)	92 CARS
TOTAL	368 CARS
RETAIL/RESTAURANT	
1/300 SF	97 CARS
TOTAL	465 CARS
PARKING PROVIDED	
SURFACE PARKING	123 CARS
STRUCTURED	
LEVEL 1	94 CARS
LEVEL 2	94 CARS
LEVEL 3	94 CARS
LEVEL 4	65 CARS
TOTAL	347 CARS
TOTAL	470 CARS

PARKING TABULATIONS	
BICYCLE PARKING:	
REQUIRED : 0.10 X 470 CARS =	47 STALLS
PROVIDED:	55 STALLS



PRELIMINARY
NOT FOR
CONSTRUCTION
OR
RECORDING

Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

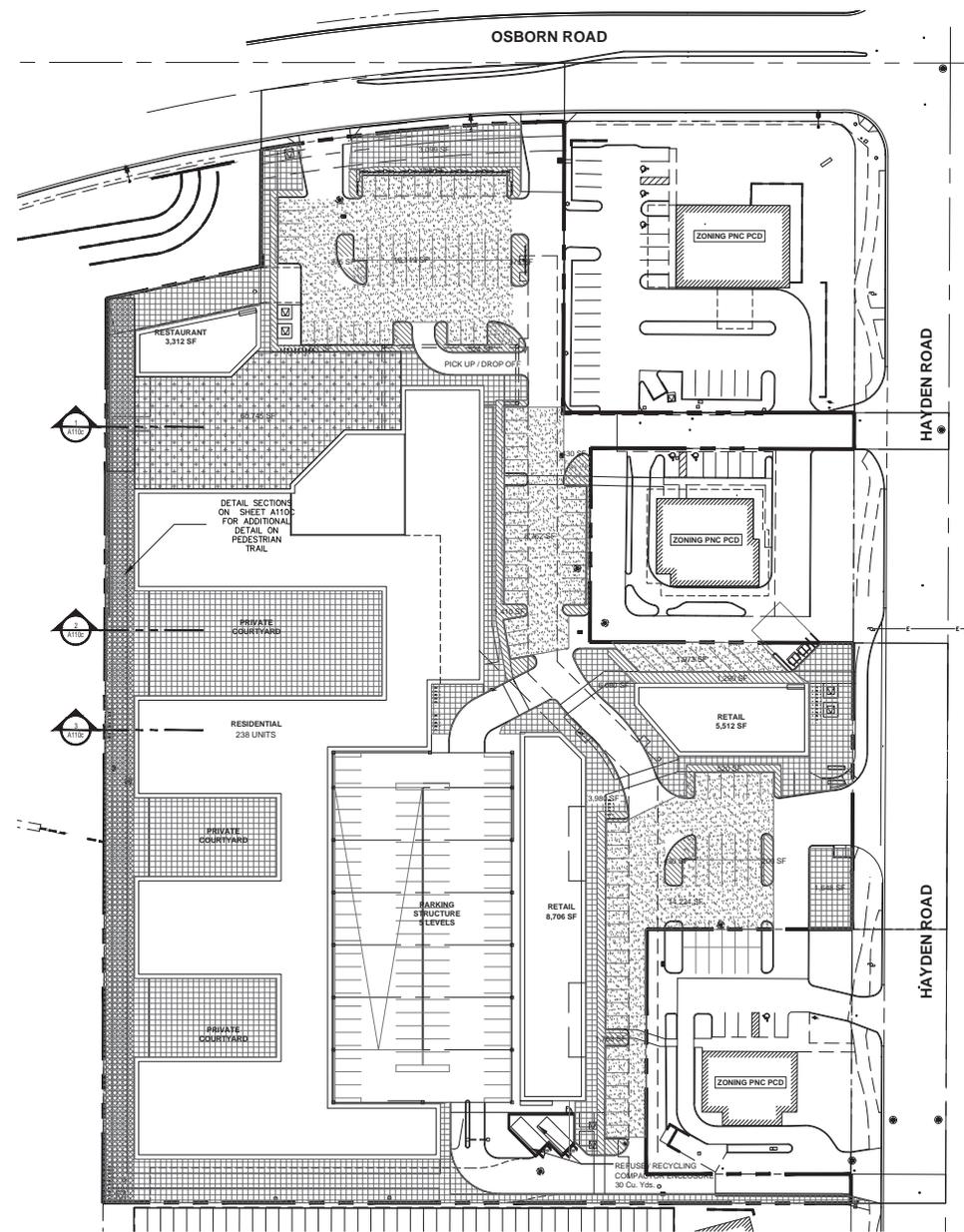
Date
JANUARY 18, 2022

PRE-APP # ZONING # DRB #

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Project No.
319078

A103
OPEN SPACE PLAN



PROJECT INFORMATION

CURRENT ZONING:	PNC
PROPOSED ZONING:	PUD Planned Unit Development
GROSS SITE AREA:	7.00 ACRES (304,920 SF)
NET SITE AREA:	6.62 ACRES (288,288 SF)
PROPOSED DENSITY:	34.00 DU/AC (238 UNITS)
PROPOSED GFAR :	29,019 SF/ 288,288 SF 0.10 GFAR
MAX. HEIGHT ALLOWED:	48 FT (+10' MECH)
PROPOSED HEIGHT:	24 to 45 FT (+5' MECH)

TABULATIONS

REQUIRED OPEN SPACE :

PER ZONING 5.5005.I.2 =
MAX REQ = GROSS LOT x 0.1
MAX REQUIRED = 304,940 x .01 = 30,494 S.F.

OPEN SPACE PROVIDED : (NOT INCLUDING PARKING LOT LANDSCAPING)

80,174 S.F.

30,494 REQUIRED <
80,174 PROVIDED

PARKING LOT LANDSCAPING REQUIRED
PARKING LOT AREA x 15%
40,672 x 0.15 = 6,100.8 S.F.

PARKING LOT LANDSCAPING PROVIDED =

9,446 S.F.

6,100.8 REQUIRED <
9,446 PROVIDED

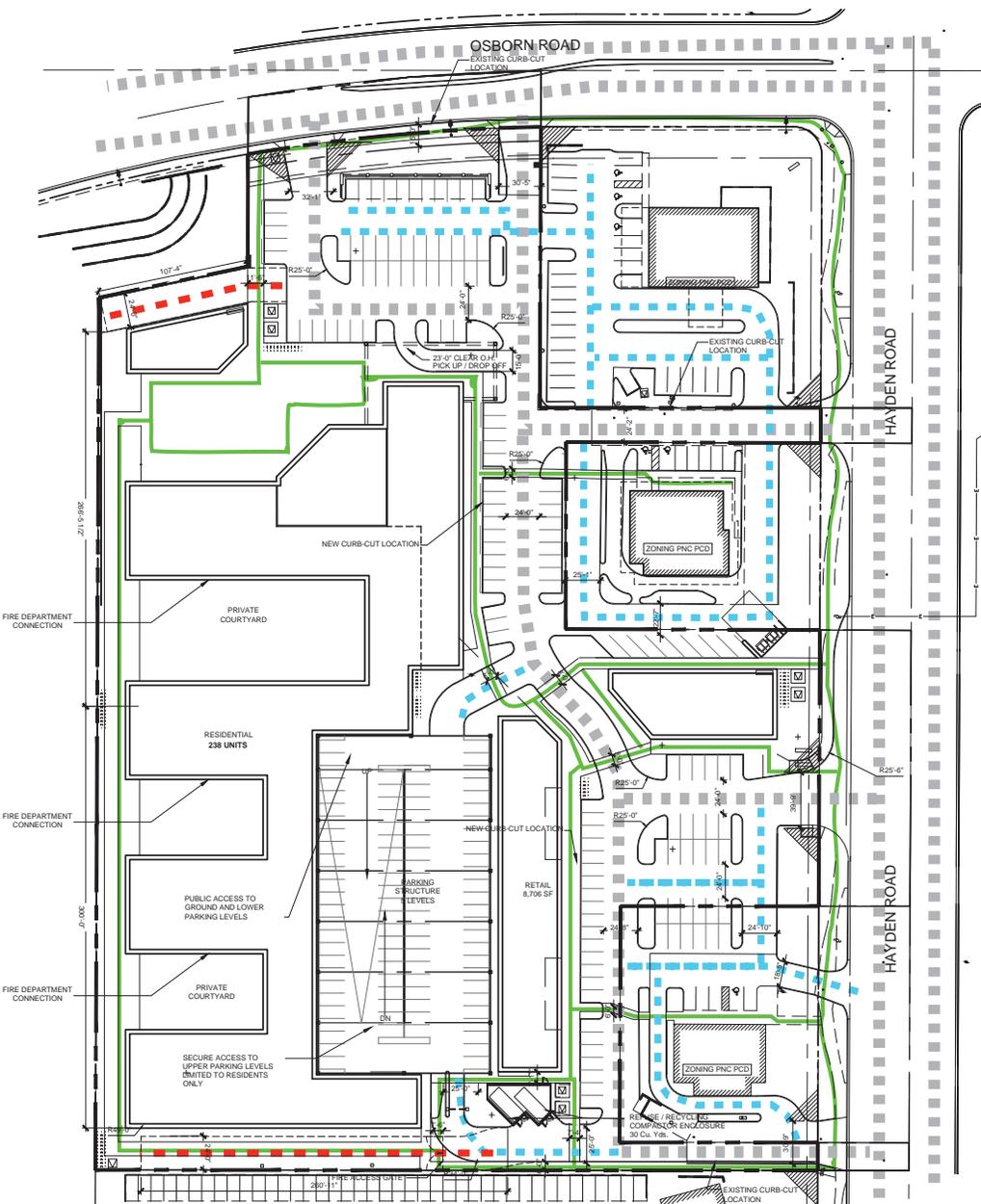
LEGEND

	OPEN SPACE = 80,174 SF
	PUBLIC PLAZA = 13,530 SF (Part of Open Space)
	LINEAR GREENBELT PATHWAY = 12,618 SF (Part of Open Space)
	PARKING LOT LANDSCAPING = 9,446 SF
	PARKING LOT AREA = 40,672 SF

GROSS SITE AREA =
304,940 SF

01 OPEN SPACE PLAN
SCALE: 1"=40'
NORTH REF: 0 40' 80'

PLANS, DESIGNS, GUIDELINES AND OTHER ELEMENTS OF THIS DOCUMENT ARE CONCEPTUAL ONLY AND SUBJECT TO FUTURE MODIFICATIONS



PROJECT INFORMATION

CURRENT ZONING:	PNC
PROPOSED ZONING:	PUD Planned Unit Development
GROSS SITE AREA:	7.00 ACRES (304,920 SF)
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PROPOSED GFAR :	29,019 SF/ 288,288 SF 0.10 GFAR
MAX. HEIGHT ALLOWED:	48 FT (+10' MECH)
PROPOSED HEIGHT:	24 to 45 FT (+5' MECH)

NOTE

PER SECTION 2-1.804 B DSPM:

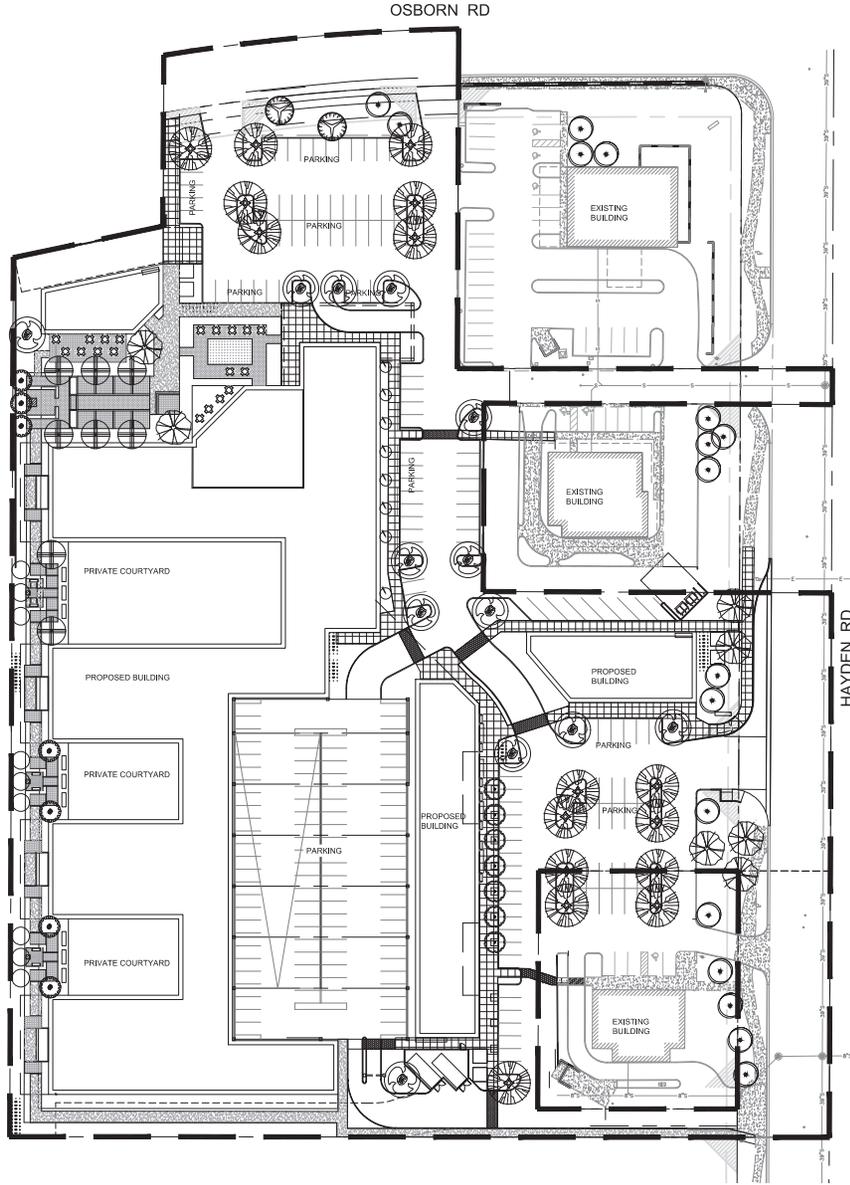
- MIXED-USE WITH RECYCLING:
 - 1 ENCLOSURES FOR 1ST 15,000 SF NON-RESIDENTIAL USE & 1ST 15 UNITS
 - 2 ENCLOSURES FOR EACH 50 UNITS THEREAFTER
 - NON-RESIDENTIAL USE 4,400 SF + 267 UNITS = 9.4 ENCLOSURES REQUIRED
 - 10 ENCLOSURES PROVIDED
- 10 REFUSE CONTAINERS @ 4 CU YDS EACH = 40 CU YDS TOTAL
- 40 4' x 10' CU YDS COMPACTOR EQUIVALENT
- 30 CU YARD COMPACTORS PROVIDED

LEGEND

	PEDESTRIAN CIRCULATION PATH
	PRIMARY VEHICLE CIRCULATION PATH
	SECONDARY VEHICLE CIRCULATION PATH
	RESTRICTED EMERGENCY VEHICLE CIRCULATION PATH

PEDESTRIAN AND VEHICULAR CIRCULATION PLAN
 Resolution No. 2480
 Exhibit 1
 NORTH REF: 0 40' 80'

PLANS, DESIGNS, GUIDELINES AND OTHER ELEMENTS OF THIS DOCUMENT ARE CONCEPTUAL ONLY AND SUBJECT TO FUTURE MODIFICATIONS



PLANT MATERIALS LEGEND

Sym.	Plant Name	Size
Trees		
	<i>Nerium Oleander</i> Red Oleander	
	<i>Olea europaea 'Suan Hill'</i> Sweet Olive	
	<i>Pinus taeda</i> Loblolly Pine	
	<i>Pinus strobus</i> Red Pine	
	<i>Quercus laevis</i> Live Oak	
	<i>Sophora secundiflora</i> Texas Mountain Laurel	
	<i>Ulmus parvifolius 'True Green'</i> True Green Elm	
	<i>Viburnum cuneatum</i> Chaste Tree	
	Existing Tree	
Shrubs		
	<i>Bougainvillea 'Torch Glow'</i> Bougainvillea	5 gal
	<i>Ceanothus 'Red Horizon'</i> Red Bird of Paradise	5 gal
	<i>Callistemon 'Little John'</i> Red Bottlebrush	5 gal
	<i>Dodonaea viscosa</i> Red Bush	5 gal
	<i>Eremophila 'Valentine'</i> Valentine Shrub	5 gal
	<i>Jatropha 'Yellow'</i> Yellow Chastetree	5 gal
	<i>Leucophaea 'Thunder'</i> Thunder Shrub	5 gal
	<i>Lantana 'Yellow'</i> Yellow Lantana	5 gal
	<i>Nerium 'Pete's Pink'</i> Pete's Pink Oleander	15 gal
	<i>Olea 'Munna'</i> Munna Olive	5 gal
	<i>Raphanistrum 'Pink Lady'</i> Pink Lady	5 gal
	<i>Ruellia 'Tennessee'</i> Ruellia	5 gal
	<i>Ruellia 'Spectabilis'</i> Spectabilis	5 gal
	<i>Tecoma 'Texas'</i> Texas	5 gal
Groundcover		
	<i>Anacardium 'Low Boy'</i> Low Boy	1 gal
	<i>Ceanothus 'Blue'</i> Blue Ceanothus	1 gal
	<i>Lantana 'New Gold'</i> New Gold Lantana	1 gal
Accents		
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
	<i>Agave 'Blue'</i> Blue Agave	5 gal
INERTS		
	DECOMPOSED GRANITE	



GREENBELT 88
 Conceptual Landscape Plan
 SCOTTSDALE, ARIZONA

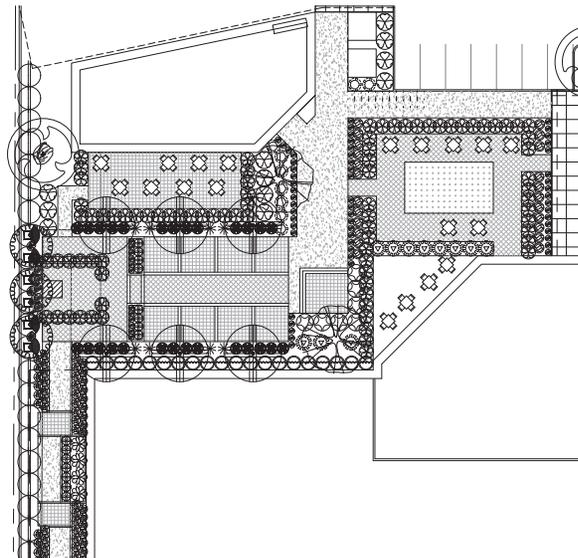
revisions:

 project #: VLP001B
 scale: 1" = 40'-0"
 issued for:
 drawn by: Team
 date: 04/11/2021
 drawing:
 Conceptual Landscape Plan

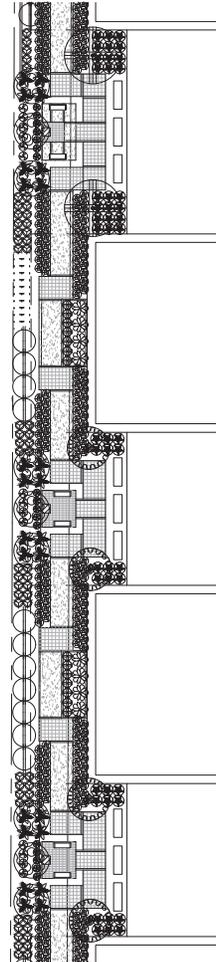
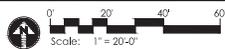
NOTE: ALL LANDSCAPE PLANTINGS SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE, INCLUDING PLANT/TREE TYPES. ALL LANDSCAPE PLANTING WILL MEET OR EXCEED THE CITY OF SCOTTSDALE LANDSCAPE REQUIREMENTS.

L3.1
 of

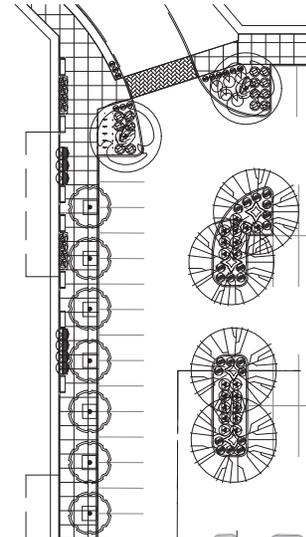




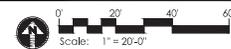
PLAZA CONCEPTUAL PLAN



GREENBELT CONCEPTUAL PLAN



RETAIL CONCEPTUAL PLAN



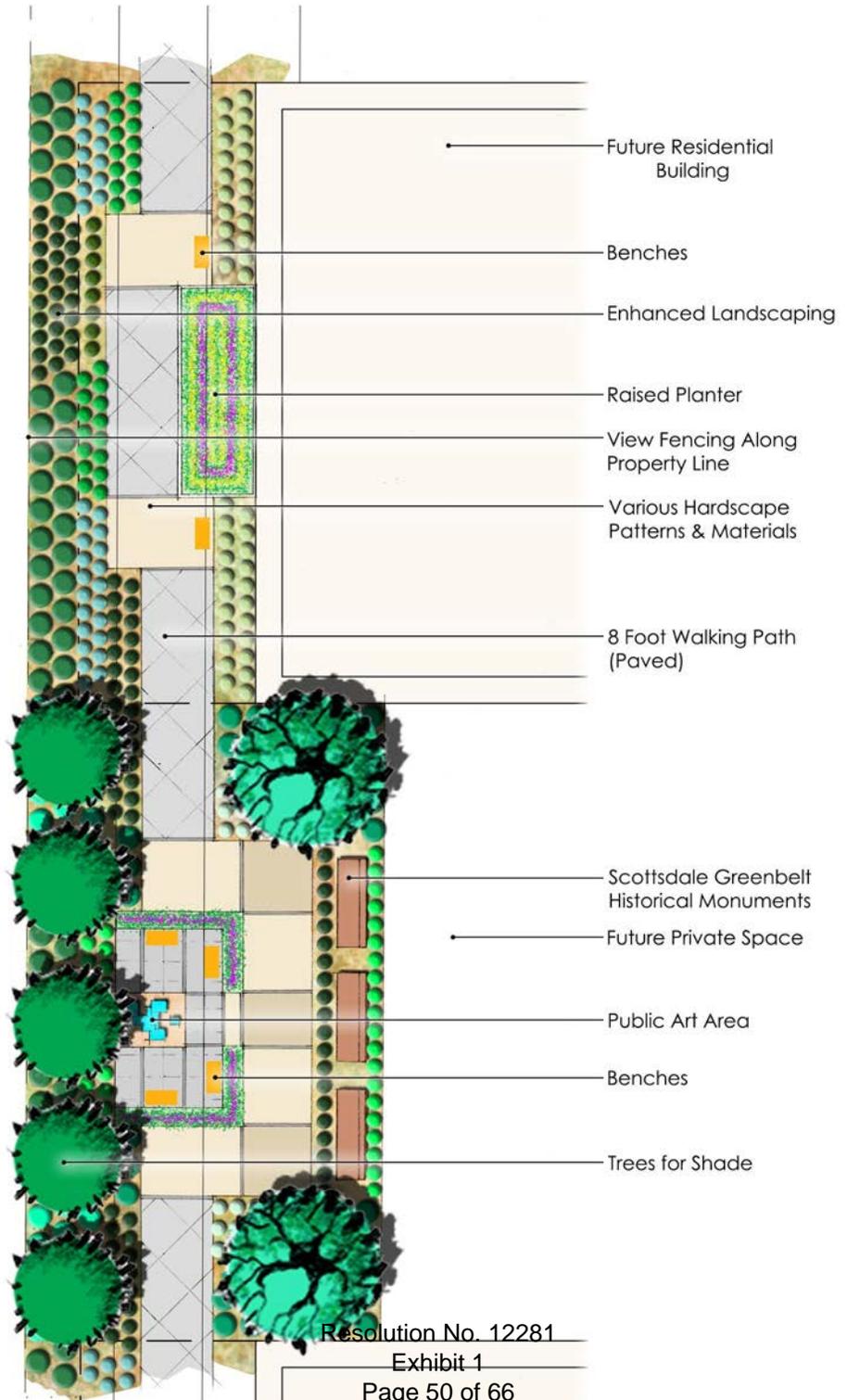
Sym.	Plant Name	Size
Trees		
	<i>Nerium Oleander</i>	
	Red Okraider	
	<i>Olive variegata 'Swan Hill'</i>	
	Swain Hill Olive	
	<i>Pinus laevis</i>	
	Mastie tree	
	<i>Pinus x 'Red Peak'</i>	
	Red Pash Pistache	
	<i>Prunus x 'Flamingo'</i>	
	Thornless Mesquite	
	<i>Quercus virginiana</i>	
	Southern Live Oak	
	<i>Saphora secundiflora</i>	
	Texas Mountain Laurel	
	<i>Ulmus parvifolia 'Tree Green'</i>	
	Tree Green Elm	
	<i>Ficus agave-vanata</i>	
	Choate Tree	
	Existing Tree	
	Existing Tree	
Shrubs		
	<i>Bougainvillea 'Torch Glow'</i>	5 gal
	Bougainvillea	
	<i>Cassipouira puberulima</i>	5 gal
	Red Bird of Paradise	
	<i>Calliandra viminea 'Little Ash'</i>	5 gal
	Red Bird of Paradise	
	<i>Dodonaea viscosa</i>	5 gal
	Red Bush	
	<i>Eriocaulon maculatum 'Vigilante'</i>	5 gal
	Verdine Shrub	
	<i>Juniper californica</i>	5 gal
	Chippewa	
	<i>Juniper californica 'Yellow'</i>	5 gal
	Yellow Chippewa	
	<i>Juniper spinescens</i>	5 gal
	Mexican Honeycreeper	
	<i>Leucophyllum confertiflorum 'Thunder'</i>	5 gal
	Thunder Cloud Sage	
	<i>Leucophyllum frutescens</i>	5 gal
	Texas Sage	
	<i>Nerium oleander 'Peach Pink'</i>	15 gal
	Peach Pink Okraider	
	<i>Olive variegata 'Mentor'</i>	5 gal
	USBC Olive 'Dear'	
	<i>Rhipidolobos indicus 'Pink Lady'</i>	5 gal
	Pink Lady	
	<i>Ruellia brittaniana</i>	5 gal
	Bulb	
	<i>Ruellia equisetiformis</i>	5 gal
	Coral Fountain	
	<i>Tecoma stans</i>	5 gal
	Yellow Bell	
Groundcover		
	<i>Acacia robusta 'Low Bay'</i>	1 gal
	Trailing Acacia	
	<i>Cassipouira coccinea</i>	1 gal
	Bushy Acacia	
	<i>Lantana montevidensis</i>	1 gal
	Purple Trailing Lantana	
	<i>Lantana camara 'Dallas Bell'</i>	5 gal
	Dallas Red Lantana	
	<i>Lantana 'New Gold'</i>	1 gal
	New Gold Lantana	
Accents		
	<i>Agave silvescens</i>	5 gal
	Octopus Agave	
	<i>Agave robusta</i>	5 gal
	Blue Agave	
	<i>Aloe arborescens</i>	5 gal
	Mesquite Aloe	
	<i>Aloe x 'Blue Elf'</i>	5 gal
	Blue Elf Aloe	
	<i>Desfontainia schreberi</i>	5 gal
	Desert Spoon	
	<i>Heperolite purpurea-red</i>	5 gal
	Red Yucca	
	<i>Muhlenbergia capillaris 'Regal Mist'</i>	5 gal
	Regal Mist	
	<i>Muhlenbergia rigens</i>	5 gal
	Deer Grass	
	<i>Psidium leucostachya</i>	5 gal
	Tall Blue Plant	
INERTS		
	Decomposed Granite	

NOTE: ALL LANDSCAPE PLANTINGS SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE, INCLUDING PLANT/TREE TYPES. ALL LANDSCAPE PLANTING WILL MEET OR EXCEED THE CITY OF SCOTTSDALE LANDSCAPE REQUIREMENTS.



GREENBELT 88
Conceptual Landscape Plan
SCOTTSDALE, ARIZONA

revisions:
▲
▲
▲
▲
▲
project #: VLP001B scale: 1" = 40'-0"
issued for:
drawing: 04/11/2021
drawing:
L3.2
of
Green & Pickett Landscape Architecture

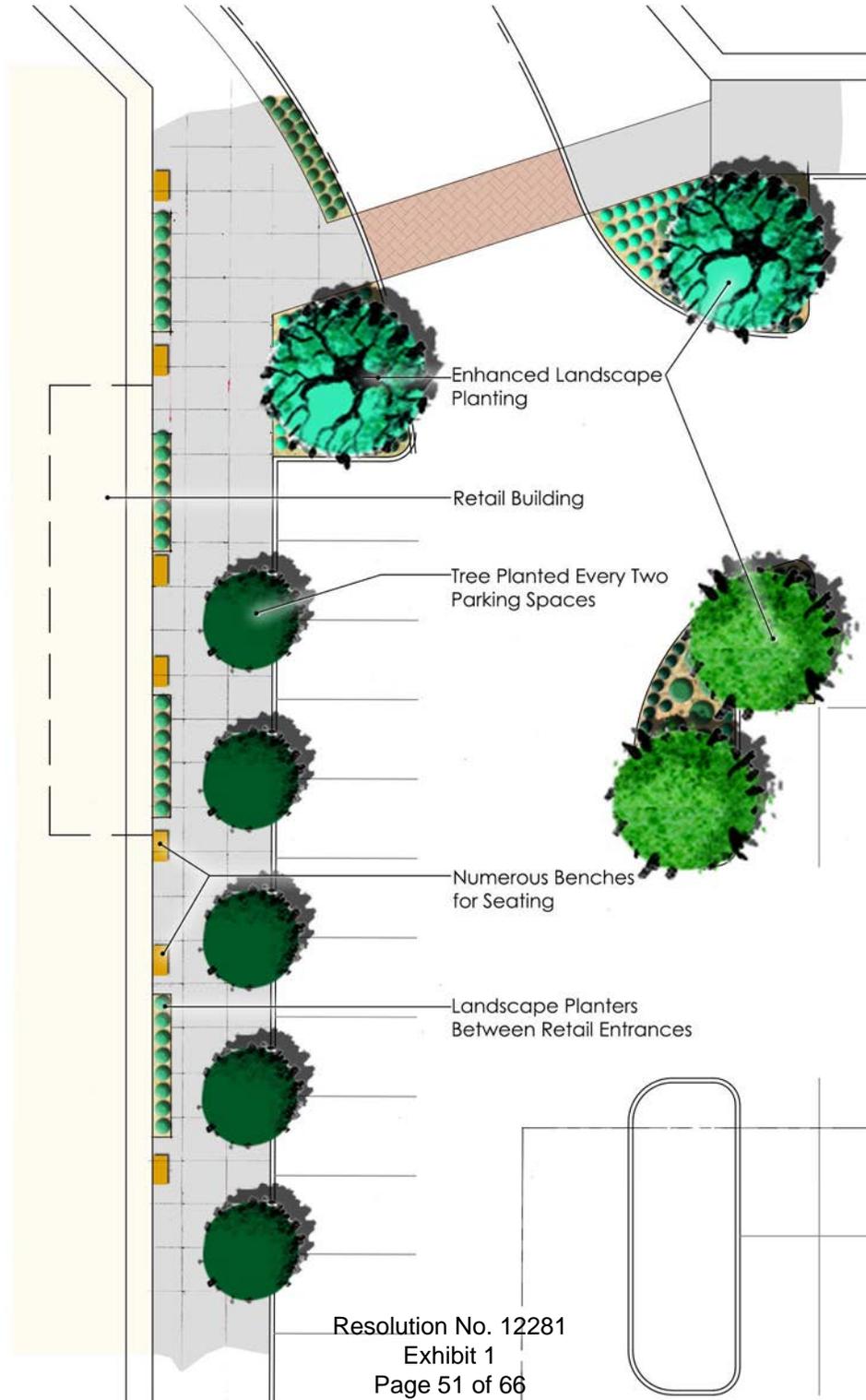


- Future Residential Building
- Benches
- Enhanced Landscaping
- Raised Planter
- View Fencing Along Property Line
- Various Hardscape Patterns & Materials
- 8 Foot Walking Path (Paved)
- Scottsdale Greenbelt Historical Monuments
- Future Private Space
- Public Art Area
- Benches
- Trees for Shade

Resolution No. 12281
Exhibit 1

GREENBELT 88

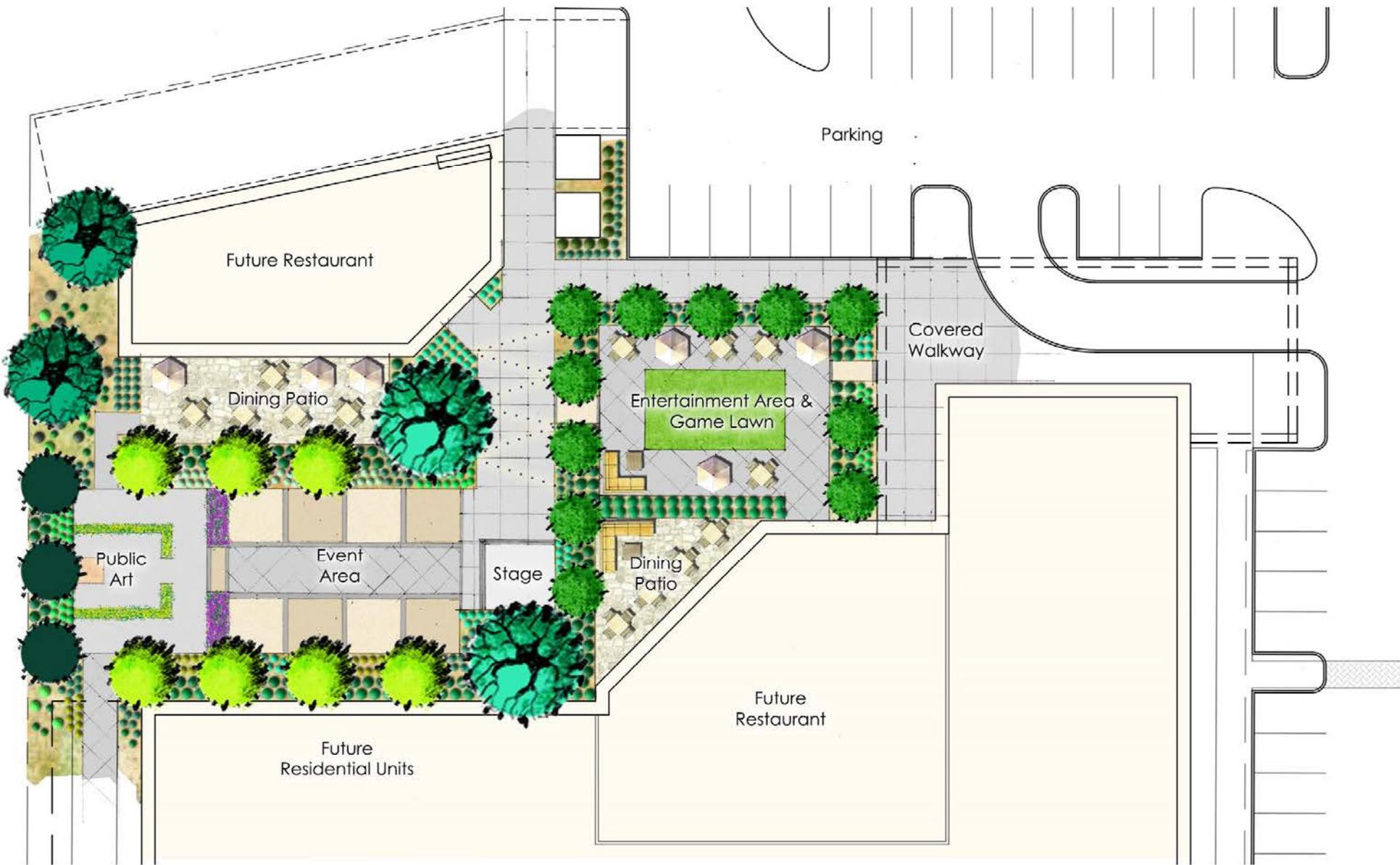
WESTERN PASEO CONCEPTUAL PLAN



Resolution No. 12281
 Exhibit 1
 Page 51 of 66

GREENBELT 88

RETAIL FRONTAGE CONCEPTUAL PLAN



GREENBELT 88

PUBLIC PLAZA CONCEPTUAL PLAN

Resolution No. 12289
Exhibit 1

PRELIMINARY
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Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

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Project No.
319078

A106A
COLORED
ELEVATIONS



04 WEST ELEVATION
SCALE: 1" = 20' REF:



03 SOUTH ELEVATION
SCALE: 1" = 20' REF:



02 EAST ELEVATION
SCALE: 1" = 20' REF:



01 NORTH ELEVATION
SCALE: 1" = 20' REF:

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A106A
COLORED
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04 WEST ELEVATION
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SCALE: 1" = 20' REF:

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Project No.
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A108b
UNIT PLAN

PROJECT INFORMATION

CURRENT ZONING: PNC
PROPOSED ZONING: PUD
Planned Unit Development

GROSS SITE AREA: 7.00 ACRES
(304,920 SF)

NET SITE AREA: 6.62 ACRES
(288,288 SF)

PROPOSED DENSITY: 34.00 DU/AC (238 UNITS)
PROPOSED GFAR: 29,019 SF/ 288,288 SF
0.10 GFAR

MAX. HEIGHT ALLOWED: 48 FT (+10' MECH)
PROPOSED HEIGHT: 24 to 45 FT (+5' MECH)

UNIT TABULATIONS

LEVEL 1

STUDIO	13 UNITS
1 BEDROOM	25 UNITS
2 BEDROOM	9 UNITS
TOTAL	47 UNITS

LEVEL 2

STUDIO	19 UNITS
1 BEDROOM	32 UNITS
2 BEDROOM	17 UNITS
TOTAL	68 UNITS

LEVEL 3

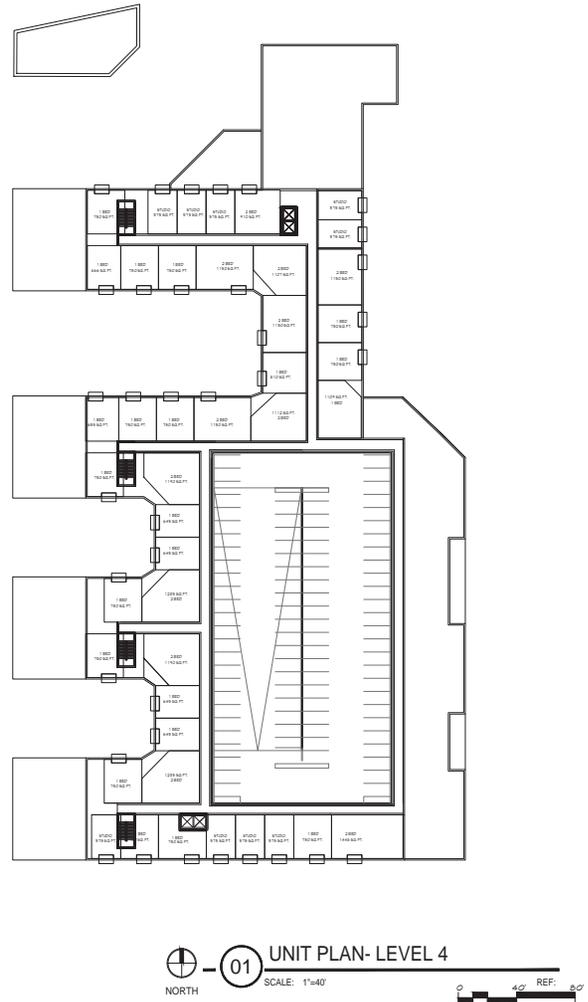
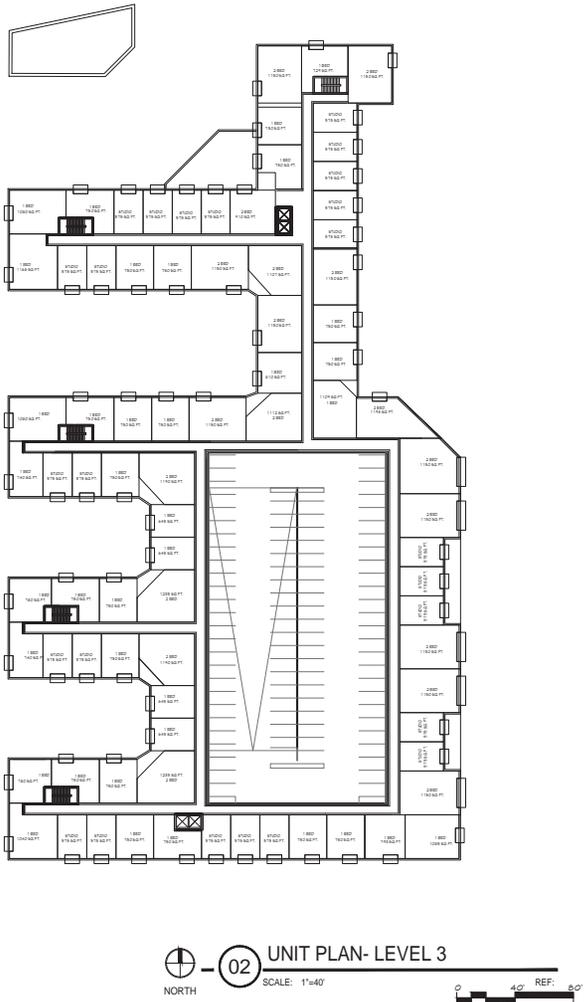
STUDIO	25 UNITS
1 BEDROOM	37 UNITS
2 BEDROOM	19 UNITS
TOTAL	81 UNITS

LEVEL 4

STUDIO	11 UNITS
1 BEDROOM	22 UNITS
2 BEDROOM	9 UNITS
TOTAL	42 UNITS

TOTALS

STUDIO	68 UNITS
1 BEDROOM	116 UNITS
2 BEDROOM	54 UNITS
TOTAL	238 UNITS



PRELIMINARY
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Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

Date
JANUARY 18, 2022

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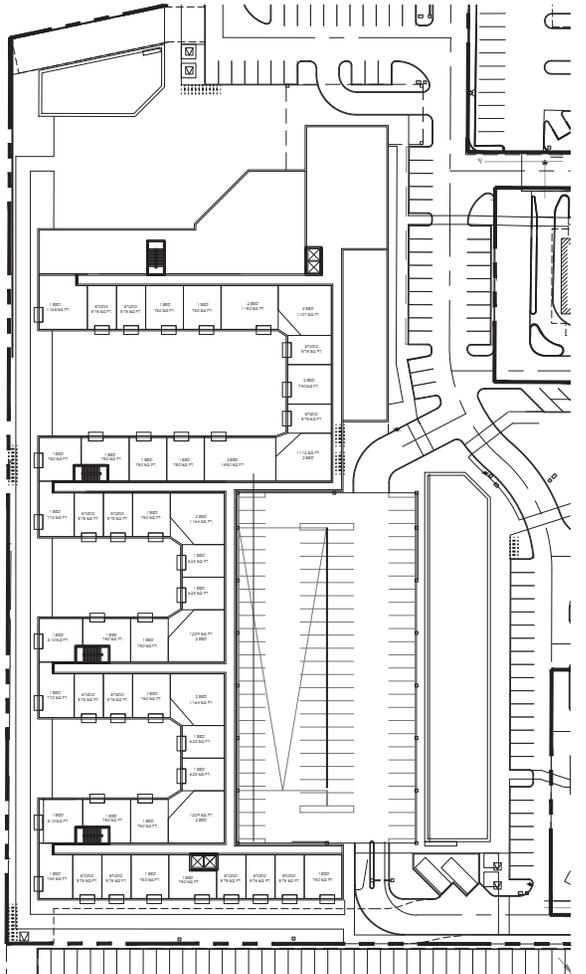
A108a
UNIT PLAN

PROJECT INFORMATION

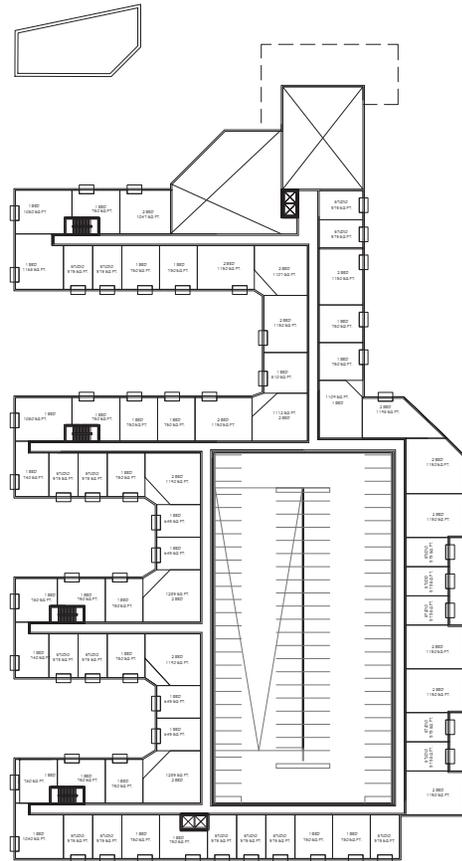
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PROPOSED GFAR :	29,019 SF/ 288,288 SF 0.10 GFAR
MAX. HEIGHT ALLOWED:	48 FT (+10' MECH)
PROPOSED HEIGHT:	24 to 45 FT (+5' MECH)

UNIT TABULATIONS

LEVEL 1		
STUDIO	13 UNITS	
1 BEDROOM	25 UNITS	
2 BEDROOM	9 UNITS	
TOTAL	47 UNITS	
LEVEL 2		
STUDIO	19 UNITS	
1 BEDROOM	32 UNITS	
2 BEDROOM	17 UNITS	
TOTAL	68 UNITS	
LEVEL 3		
STUDIO	25 UNITS	
1 BEDROOM	37 UNITS	
2 BEDROOM	19 UNITS	
TOTAL	81 UNITS	
LEVEL 4		
STUDIO	11 UNITS	
1 BEDROOM	22 UNITS	
2 BEDROOM	9 UNITS	
TOTAL	42 UNITS	
TOTALS		
STUDIO	68 UNITS	
1 BEDROOM	116 UNITS	
2 BEDROOM	54 UNITS	
TOTAL	238 UNITS	



02 UNIT PLAN- LEVEL 1
SCALE: 1"=40'
NORTH REF: 0 40' 80'



01 UNIT PLAN- LEVEL 2
SCALE: 1"=40'
NORTH REF: 0 40' 80'

PROJECT INFORMATION

CURRENT ZONING: PNC
PROPOSED ZONING: PUD
Planned Unit Development

GROSS SITE AREA: 7.00 ACRES
(304,920 SF)
NET SITE AREA: 6.62 ACRES
(288,288 SF)

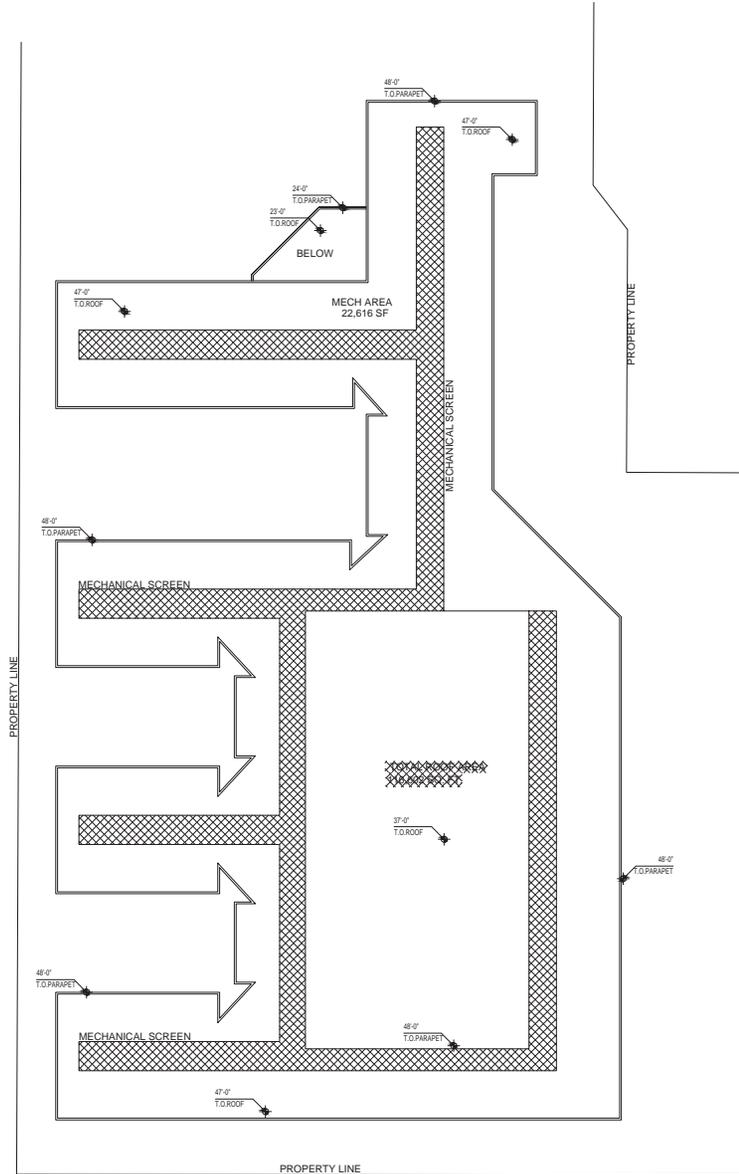
PROPOSED DENSITY: 34.00 DU/AC (238 UNITS)
PROPOSED GFAR : 29,019 SF/ 288,288 SF
0.10 GFAR

MAX. HEIGHT ALLOWED: 48 FT (+10' MECH)
PROPOSED HEIGHT: 24 to 45 FT (+5' MECH)

TABULATIONS

TOTAL ROOF AREA 116,602 SF

EXCEPTION TO BUILDING HEIGHT
ALLOWED: 116,602 SF x 0.30 = 34,980 SF
PROVIDED: 22,616 SF (MECH)
+3,640 (PARAPET) = 27,308 SF



Resolution No. 12281
Exhibit 1
Page 57 of 66

PRELIMINARY
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Greenbelt 88
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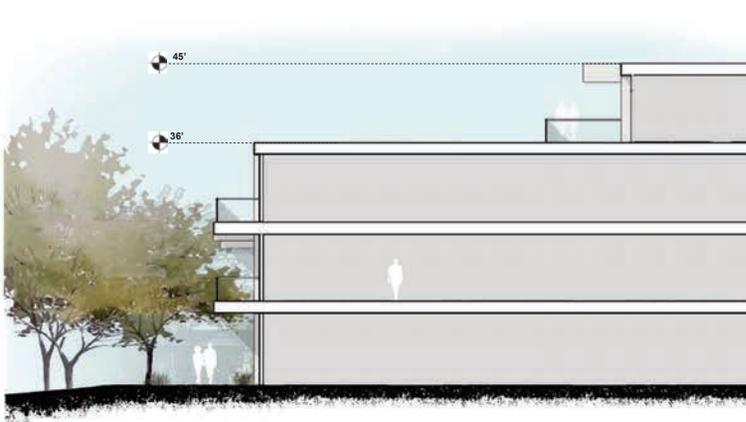
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Project No.
319878

A110C
SITE CROSS
SECTIONS



02 PED WALKWAY: RESIDENTIAL
SCALE: N.T.S. REF:



01 PED WALKWAY: COURTYARD
SCALE: N.T.S. REF:



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Date
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Project No.
319078

A115A
PERSPECTIVES
AERIAL



01 AERIAL

REF:

PRELIMINARY
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Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

Date
JANUARY 10, 2022

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Project No.
319078

A115B
PERSPECTIVES
PLAZA



01 PLAZA

REF:

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Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

Date
JANUARY 10, 2022

PRE-APP # DRB # ZONING #

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Project No.
319078

A115C
PERSPECTIVES
GOLF COURSE PLAZA

36'



36'

01 GOLF COURSE PLAZA

REF.

PRELIMINARY
NOT FOR
CONSTRUCTION
OR
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Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

Date
JANUARY 10, 2022

PRE-APP # ZONING # DRB #

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Project No.
319078

A115D
PERSPECTIVES
RETAIL



01 RETAIL

REF:

PRELIMINARY
NOT FOR
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OR
RECORDING

Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

Date
JANUARY 10, 2022

PRE-APP # ZONING # DRB #

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Project No.
319078

A115E
PERSPECTIVES
SCREEN WALL

36'



01 SCREEN WALL

REF:

PRELIMINARY
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OR
RECORDING

Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

Date
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Project No.
319078

A115F
PERSPECTIVES
WEST TRAIL



01 WEST TRAIL

REF:



01 NE AERIAL

REF.

PLANS, DESIGNS, GUIDELINES AND OTHER ELEMENTS OF THIS DOCUMENT ARE CONCEPTUAL ONLY AND SUBJECT TO FUTURE MODIFICATIONS

Resolution No. 12281
 Exhibit 1
 Page 65 of 66

**NELSEN
 PARTNERS**
 ARCHITECTS & PLANNERS

Nelsen Partners, Inc.
 Austin | Scottsdale
 15210 North Scottsdale Road
 Suite #200
 Scottsdale, Arizona 85254
 t 480.949.6800
 nelsenpartners.com

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 OR
 RECORDING

Greenbelt 88
 N Hayden Rd and E Osborn Rd
 Scottsdale, AZ 85251

Date
 JANUARY 10, 2022

PRE-APP # ZONING # DRB #

Drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used, or disclosed without written consent of the architect.

© 2019 NELSEN PARTNERS, INC.
 Project No.
 319078

A115G
 PERSPECTIVES
 NE AERIAL

PRELIMINARY
NOT FOR
CONSTRUCTION
OR
RECORDING



36'

Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

Date
JANUARY 10, 2022

PRE-APP # ZONING # DRB #

01 GREEN BELT

REF:

Drawings and written material appearing herein constitute original and unpublished work of the architect and may not be duplicated, used, or disclosed without written consent of the architect.

© 2019 NELSEN PARTNERS, INC.
Project No.
319078

A115H
PERSPECTIVES
GREEN BELT

RESOLUTION NO. 12284

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT AGREEMENT NO. 2021-154-COS FOR PROPERTY GENERALLY LOCATED AT 3308 – 3370 N. HAYDEN ROAD.

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. 2021-154-COS for a development located at 3308 – 3370 N. Hayden Road; and

WHEREAS, this Development Agreement No. 2021-154-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 David D. Ortega is authorized and directed to execute Development Agreement No. 2021-154-COS after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record Development Agreement No. 2021-154-COS with the Maricopa County Recorder within ten (10) days of its execution by all parties.

Section 3. 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 and Contract No. 2021-154-COS.

PASSED AND ADOPTED by the Council of Scottsdale this ____ day of _____, 2022.

ATTEST:

CITY OF SCOTTSDALE, an Arizona municipal corporation

By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Sherry R. Scott, City Attorney
By: Eric C. Anderson, Assistant City Attorney

WHEN RECORDED RETURN TO:
CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS
(Bryan Cluff)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

**GREENBELT 88 DEVELOPMENT, CONDITIONAL ZONING & REVERSION
AGREEMENT**

C.O.S. Contract No. 2021-154-COS
(Greenbelt 88; 15-ZN-2020)
(Resolution No. 12284)

This Greenbelt 88 Development, Conditional Zoning and Reversion Agreement (the "Agreement") is entered into this ___ day of _____, 2022, by Village Property Management, LLC, a California limited liability company, ("Developer") and the City of Scottsdale, Arizona, an Arizona municipal corporation ("City"). City and Developer may be referred to in this Agreement individually as a "Party," and collectively as the "Parties."

RECITALS

A. Developer owns or controls all or portions of three parcels of real property located at 3308 - 3370, 3388 N. Hayden Road, at the southwest corner of Hayden & Osborn (Assessor Parcel Numbers 130-32-001N, 001T and -001Q), in Scottsdale, Arizona, and more particularly described on the attached **Exhibit "A"**, all of which are incorporated in this Agreement by this reference and may collectively be referred to as the "Parcels."

B. The existing applicable zoning for the Parcels is Planned Neighborhood Center, Planned Community District ("PNC PCD") as set forth in City of Scottsdale Case No. 26-Z-1974 adopted by Ordinance No. 821, Case No. 38-Z-1977 adopted by Ordinance No. 1166, and Case No. 51-Z-1979, which memorialized the site plan approval ("the Existing Zoning").

C. As more fully described in this Agreement, and concurrently with the approval of this Agreement by the City's City Council, Developer will have caused the Parcels to be rezoned to a Planned Unit Development ("PUD") to allow a mixed-use center including 238 multi-family dwelling units ("the Residential Component") and approximately 25,000 square feet of commercial floor area ("the Commercial Component") on the combined approximate 7-acre site as set forth in City of Scottsdale Case No. 15-ZN-2020, Greenbelt 88 ("the Project"). The rezoning was completed pursuant to the adoption of the new zoning, regulatory approvals and stipulations contained in the "Zoning District Map Amendment" (the "Regulatory Approvals"). Pursuant to the Regulatory Approvals, the Project and Property shall be subject to Article V, Section 5.5000 *et. seq.* of the City's Zoning Ordinance (the "PUD Ordinance").

D. Developer and City acknowledge and agree that rezoning of the Parcels will benefit the City's residents, its visitors, and the Parcels; but that if development of the parcels does not occur within a given time period, the City, its residents, and its visitors will benefit by having the applicable zoning revert to the zoning as set forth in the Existing Zoning.

E. Arizona Revised Statutes §9-462.01(E) authorizes the City to enter into this Conditional Rezoning and Reversion Agreement.

F. The City's governing body has authorized execution of this Agreement by Resolution No. 12284.

In consideration of the foregoing Recitals, the promises in this Agreement, and other good and valuable considerations, the receipt and sufficing of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Recitals. The Parties acknowledge that Recitals set forth above are true and correct in all material respects and are incorporated into this Agreement by this reference.

2. Commencement. The term of this Agreement shall be effective and commence upon, and only upon, the date this Agreement is approved by the City Council, signed by all Parties, all appeal and referendum periods with respect to this Agreement have expired and it has been 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.

3. Agreement to Conduct Rezoning if Project Not Commenced. Developer agrees that if Developer does not commence construction (as more fully defined below, "Commencement of Construction") of the Project ("Commencement of Construction Deadline") within 66 months of the Effective Date of this Agreement, then Developer agrees that it shall apply to cause the Parcels to be rezoned to apply the Existing Zoning that existed on the Parcels. Further, if Developer does not achieve such Commencement of Construction and then does not apply for such Rezoning within six (6) months of the Commencement of Construction Deadline (the "Rezoning Application Deadline"), then the City may undertake the Rezoning on behalf of the Developer in accordance with any applicable procedures set forth in A.R.S. § 462.01(E). Developer and City acknowledge that, regardless of whether the Developer or the City undertakes the Rezoning as required in this section, the Party undertaking the Rezoning shall comply with all requirements of Arizona law to affect the completion of the Rezoning as set forth in A.R.S. Title 9, Article 6.1, Sections 9-462 *et. seq.* The Developer agrees to a waiver of any and all rights under the Private Property Rights Protection Act, A.R.S. Section 12-1131 *et seq.*, commonly known as Proposition 207, acknowledging that neither Developer nor any successor or assign of the Parcels shall have any claim with respect to the diminution of value to the Property by agreeing to this Agreement. Further, Developer agrees to deliver to the City a fully executed waiver in a form suitable to the City upon the effective date of this Agreement.

3.1 Power of Attorney. To allow the City to undertake, conduct and complete the Rezoning on Developer's behalf, Developer hereby agrees to establish the City as the holder of a power of attorney in fact, to be issued to the City by Developer (or any successor or assign with respect to any Parcel) in the form of **Exhibit "C"** (the "Power of Attorney"). The Power of Attorney automatically shall be deemed to become effective on the Rezoning Application Deadline unless Developer has undertaken such Commencement of Construction by the Commencement of Construction Deadline or, in the absence thereof, made application for the Rezoning with the City by the Rezoning Application Deadline. Developer shall deposit the executed form of the Power of Attorney with the City on or before the Commencement of Construction Deadline.

3.2 Commencement of Construction. For purposes of this Agreement, Commencement of Construction shall mean both (i) Developer has obtained from City any necessary Regulatory Approvals including any permits required to begin the construction of the "Project" and (ii) Developer has commenced actual physical construction of significant portions of the project such as there is completion of any and all underground utility installations required to serve the property followed by construction of foundations and other necessary above ground vertical elements sufficient to support all above grade floors of the permitted structure(s).

4. Minimum Commercial Square Feet. Development of the Project shall be as set forth in City of Scottsdale Case No. 15-ZN-2020 and shall provide within the Commercial Component a minimum of twenty-five thousand (25,000) square feet of commercial / retail space. This commercial retail space shall be exclusive of the flex space identified in Section 5 below.

5. Prohibition on Residential Units within "Flex Space." The Project includes ground floor "Flex Space" adjacent to the residence's lobby as generally seen on **Exhibit "B"**. The Flex Space may be used, at the Developer's discretion, for accessory uses associated with the Residential Component of the project (i.e. mail room, bike fix-it-station room, resident business center, etc.) or any and all uses allowed by the Property's zoning and/or such other uses that may be permitted by future zoning ordinances applicable to the Property. However, under no condition may the Flex Space be developed with residential units.

6. Subletting of Residences. Developer seeks to assure the integrity of the Residential Component and, accordingly, without request from the City, voluntarily will impose through any lease it may have with a tenant who occupies any Residence the requirement that the tenant may not sublet any of the premises to third parties.

7. Pedestrian Walkway License. Upon construction of the Project and prior to issuance of a Certificate of Occupancy for the residential building of the Project, Developer (or any successor or assign with respect to the Parcels) shall acknowledge, by recording a pedestrian walkway license agreement in the form of **Exhibit "D"** (the "Pedestrian Walkway License Agreement"), to establish the license for the public use of the sidewalk to be constructed across the Property along the eastern boundary of the Property (the "Pedestrian Walkway"). The area to be subject to such Pedestrian Walkway License Agreement currently and generally is depicted as attached as **Exhibit "D-1"** (the "Pedestrian Walkway License Area"). Further, at recording of the

Pedestrian Walkway License Agreement, the Pedestrian Walkway License Agreement shall contain an updated depiction and a legal description of conveyance of the Pedestrian Walkway License Area, which legal description and depiction shall be prepared by Developer and shall be mutually acceptable to the Developer and the City, as determined by the City's Manager or the Manager's designee prior to recording thereof. Thereafter, the Parties shall execute and record the Pedestrian Walkway License Agreement granting the non-exclusive license to the area of the Pedestrian Walkway on the terms and conditions set forth therein.

8. Restrictive Covenant for Workforce Housing. The Property and Project will be subject to the terms and conditions of a restrictive covenant in the form attached as Exhibit "E" (the "Restrictive Covenant") obligating the Developer to supply "Workforce Housing" and the associated reduced rents under federal guidelines. As more fully established in the Restrictive Covenant, Developer at its own expense will devote for the time period described in the Restrictive Covenant (the "Workforce Housing Rate Period") at least eight (8) of the total units to be constructed in the Project (the "Workforce Units") for occupancy by tenants whose adjusted median income, as such income standards are established and adjusted from time to time pursuant to federal guidelines, qualify such tenants for "Workforce Housing" rental rates under such federal guidelines (the "Qualified Tenants"). Qualified Tenants are to pay rent at rates set in accordance with the Workforce Housing rental rates formula set forth in **Exhibit "E-2"** (the "Workforce Housing Rental Rates") and in effect on the Effective Date of this Agreement, as such Workforce Housing Rental Rates reasonably may be adjusted from time-to-time under the applicable federal guidelines.

9. Prior to the issuance of any building permits for the residential component, a condominium plat must be submitted by Developer and approved by the City.

10. Developer's Maintenance of the Property. Developer shall at all times maintain the Property at its sole expense in a sound, clean, and safe manner prior to the start of construction. Developer shall not place a fence around any Parcel without first having obtained a permit from the City to begin construction of any portion of the Project.

11. Compliance with all Laws. Developer shall develop the Property in compliance with all federal, state, county and local laws, ordinances, rules, regulations, permit requirements, or any other published policies of the City.

12. Construction. All construction, if any, of the Project shall be performed in compliance with the Development Plan, Regulatory Approvals, and the provisions of this Agreement.

13. Regulatory Approvals. Developer and City agree the Regulatory Approvals are incorporated into this Agreement as if they were set out in detail herein. In the event of future consensual amendment to the Regulatory Approvals, the City concurrently shall process an amendment to this Agreement, as may be required by the amendment to the Regulatory Approvals.

14. Agreement Status & Assignment. The rights established under this Agreement and the 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. § 9-500.05(D). The Parcels may be assigned or transferred by the Developer, in its sole and absolute discretion, (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 Section shall be provided by Developer or the transferor entity (or its successor or assign) to the City.

15. General Provisions.

15.1 Recording & Return of Recorded Documents. The City shall be responsible for recording this Agreement once executed by the Parties and approved by the City’s Council. Recorded documents shall be returned to the person designated by the forms attached to this Agreement or as executed by the Parties (the “Return Person”). If no designation is made for any document, City's City Attorney is the Return Person. This Agreement, and any amendment or cancellation of this Agreement, shall be recorded, in its entirety, in the official records the county recorder’s office in Maricopa County, Arizona, no later than ten (10) days after the effective date of this Agreement. If the City fails or refuses to record this Agreement, Developer may cause this Agreement to be recorded.

15.2 Notices. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith (“notices”) shall be validly given, filed, made, delivered, or served if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City of Scottsdale
 Attention: Zoning Administrator
 Planning and Development Services Department
 7447 E. Indian School Rd., Suite 105
 Scottsdale, AZ 85251

Copy to: The City of Scottsdale
 Attention: City Attorney
 3939 N. Drinkwater Blvd.
 Scottsdale, Arizona 85251

If to Developer: Village Property Management, LLC
 Attention: Todd Silver
 PO Box 88
 Beverly Hills, CA 90213
 Todd888@gmail.com

Copy to: George A. Pasquel III
Withey Morris, PLC
2525 East Arizona Biltmore Circle
Suite A-212
Phoenix, Arizona 85016
Office: 602-230-0600
george@witheymorris.com

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.

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

15.4 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.

15.5 Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

15.6 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.

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

15.8 Governing Law, Venue & Jurisdiction. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona, and the Parties hereby waive any right to object to such venue.

15.9 Remedies. If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting Party shall be entitled to all remedies available at both law and in equity, including specific performance.

15.10 Binding Effect. The benefits and burdens of this Agreement shall run with the Property and be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

15.11 No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

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

15.13 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 that is prohibited by law.

15.14 Amendments. This Agreement may not be amended except by a formal writing executed by both Parties.

15.15 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.

15.16 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.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

[End of Contract]

[Signature pages follow]

THE CITY OF SCOTTSDALE:
an Arizona municipal corporation

ATTEST:

By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

STATE OF ARIZONA)
) ss.
County of Maricopa)

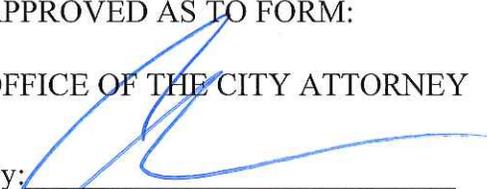
The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by David D. Ortega, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

My Commission Expires:

Notary Public

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:  _____
Sherry R. Scott, City Attorney
By: Eric C. Anderson, Asst. City Attorney

LIST OF EXHIBITS

Exhibit A– Parcel Descriptions

Exhibit B – Flex Space Depiction

Exhibit C – Power of Attorney

Exhibit D – Pedestrian Walkway License

Exhibit D-1 - PEDESTRIAN WALKWAY LICENSE AREA

Exhibit D-2 - LICENSE AREA PUBLIC ACCESS REGULATIONS

Exhibit E – Restrictive Covenant

Exhibit E-1 - RESTRICTIVE COVENANT LEGAL DESCRIPTION

Exhibit E-2 - CITY’S WORKFORCE HOUSING MAXIMUM RENT SCHEDULE

Exhibit A – Parcel Descriptions

PARCEL NO. 1:

A part of the Southeast quarter of Section Twenty-six (26), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the East quarter corner of Section 26;

THENCE South 00 degrees 14 minutes 21 seconds West along the East line of the Southeast quarter of said Section 26 and along the centerline of Hayden Road a distance of 554.25 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00 degrees 14 minutes 21 seconds West along the aforementioned line a distance of 228.23 feet;

THENCE North 89 degrees 56 minutes 59 seconds West a distance of 578.94 feet;

THENCE North 00 degrees 14 minutes 00 seconds East a distance of 245.85 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 35.02 feet;

THENCE South 00 degrees 14 minutes 21 seconds West a distance of 2.09 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 25.30 feet;

THENCE South 00 degrees 14 minutes 21 seconds West a distance of 6.00 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 10.00 feet;

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 6.00 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 170.62 feet;

THENCE South 00 degrees 14 minutes 21 seconds West a distance of 13.62 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 338.02 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion conveyed to Rigel Corporation, a Nebraska corporation, in Deed recorded March 18, 1998 in Document No. 98-0207776 and more particularly described as follows:

Exhibit "A"
Page 1 of 4

Contract No. 2021-154-COS

Exhibit A

Legal Description (Continued)

That portion of the Southeast quarter of Section 26, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 26;

THENCE South 00 degrees 14 minutes 21 seconds West along the East line of the Southeast quarter of said Section 26, a distance of 594.48 feet;

THENCE North 89 degrees 58 minutes 16 seconds West, 65.00 feet to the West right-of-way line of Hayden Road and the POINT OF BEGINNING;

THENCE South 00 degrees 14 minutes 21 seconds West along said West right-of-way line, 168.00 feet;

THENCE North 89 degrees 58 minutes 16 seconds West, 141.00 feet;

THENCE North 00 degrees 14 minutes 21 seconds East, 168.00 feet;

THENCE South 89 degrees 58 minutes 16 seconds East, 141.00 feet to the POINT OF BEGINNING; and

EXCEPT an undivided one-half (1/2) interest in and to all oil, petroleum, naphtha and other hydrocarbon substances and minerals lying below a depth of 500 feet, as reserved in the Deed recorded in Docket 9943, page 719, records of Maricopa County, Arizona.

PARCEL NO. 2:

A part of the Southeast quarter of Section Twenty-six (26), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the East quarter corner of said Section Twenty-six (26);

THENCE South 00 degrees 14 minutes 21 seconds West along the East line of the Southeast quarter of said Section 26 and along the centerline of Hayden Road a distance of 240.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00 degrees 14 minutes 21 seconds West along the aforementioned line a distance of 158.21 feet;

THENCE North 89 degrees 45 minutes 39 seconds West a distance of 246.00 feet;

Exhibit A

Legal Description (Continued)

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 133.00 feet;
THENCE North 89 degrees 45 minutes 39 seconds West a distance of 120.17 feet;
THENCE South 00 degrees 14 minutes 21 seconds West a distance of 104.48 feet;
THENCE North 89 degrees 45 minutes 39 seconds West a distance of 92.44 feet;
THENCE North 00 degrees 14 minutes 21 seconds East a distance of 6.28 feet;
THENCE North 89 degrees 45 minutes 39 seconds West a distance of 6.00 feet;
THENCE North 00 degrees 14 minutes 21 seconds East a distance of 16.19 feet;
THENCE North 89 degrees 45 minutes 39 seconds West, a distance of 21.67 feet;
THENCE North 00 degrees 14 minutes 21 seconds East a distance of 118.64 feet;
THENCE South 89 degrees 45 minutes 39 seconds East a distance of 59.00 feet;
THENCE North 00 degrees 14 minutes 21 seconds East a distance of 110.48 feet;
THENCE South 89 degrees 45 minutes 39 seconds East a distance of 68.64 feet;
THENCE North 00 degrees 14 minutes 21 seconds East a distance of 112.00 feet to a point on the centerline of Osborn Road, said point being on a curve concave Southerly the center line of which bears South 4 degrees 42 minutes 05 seconds East a distance of 1432.40 feet;
THENCE Easterly along the arc of said curve and along the aforementioned centerline through a central angle of 3 degrees 45 minutes 05 seconds and a distance of 93.79 feet;
THENCE South 00 degrees 14 minutes 21 seconds West a distance of 239.78 feet;
THENCE South 89 degrees 56 minutes 59 seconds East a distance of 265.00 feet to the TRUE POINT OF BEGINNING.
EXCEPT that portion of the Southeast quarter of Section Twenty-six (26), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Exhibit A

Legal Description (Continued)

COMMENCING at the East quarter corner of said Section 26;

THENCE South 0 degrees 14 minutes 21 seconds West along the East line of the Southeast quarter of said Section 26 and along the centerline of Hayden Road for a distance of 265.21 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 0 degrees 14 minutes 21 seconds West along the aforementioned line for a distance of 133.00 feet;

THENCE North 89 degrees 45 minutes 39 seconds West for a distance of 246.00 feet;

THENCE North 0 degrees 14 minutes 21 seconds East for a distance of 133.00 feet;

THENCE South 89 degrees 45 minutes 39 seconds East for a distance of 246.00 feet to the TRUE POINT OF BEGINNING; and

EXCEPT an undivided one-half (1/2) interest in and to all oil, petroleum, naphtha and other hydrocarbon substances and minerals lying below a depth of 500 feet, as reserved in the Deed recorded in Docket 9943, page 719, records of Maricopa County, Arizona.

PARCEL NO. 3:

Non-exclusive easements for the ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas; For the ingress and egress and passage for pedestrians into, out of, on, over and across the common areas; Together with non-exclusive easements under, through and across the common area for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electric conduits or systems, gas mains and other public utilities and service easements, as provided in Declaration recorded September 29, 1980 in Docket 14718, page 242 and amended in Document No. 83 -150223.

PARCEL NO. 5:

Nonexclusive easements for ingress and egress and passage of pedestrians, parking and passage of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas, all as set forth in instruments recorded in Docket 14494, page 634 and in Docket 14547, page 57.

Exhibit B

Flex Space Area

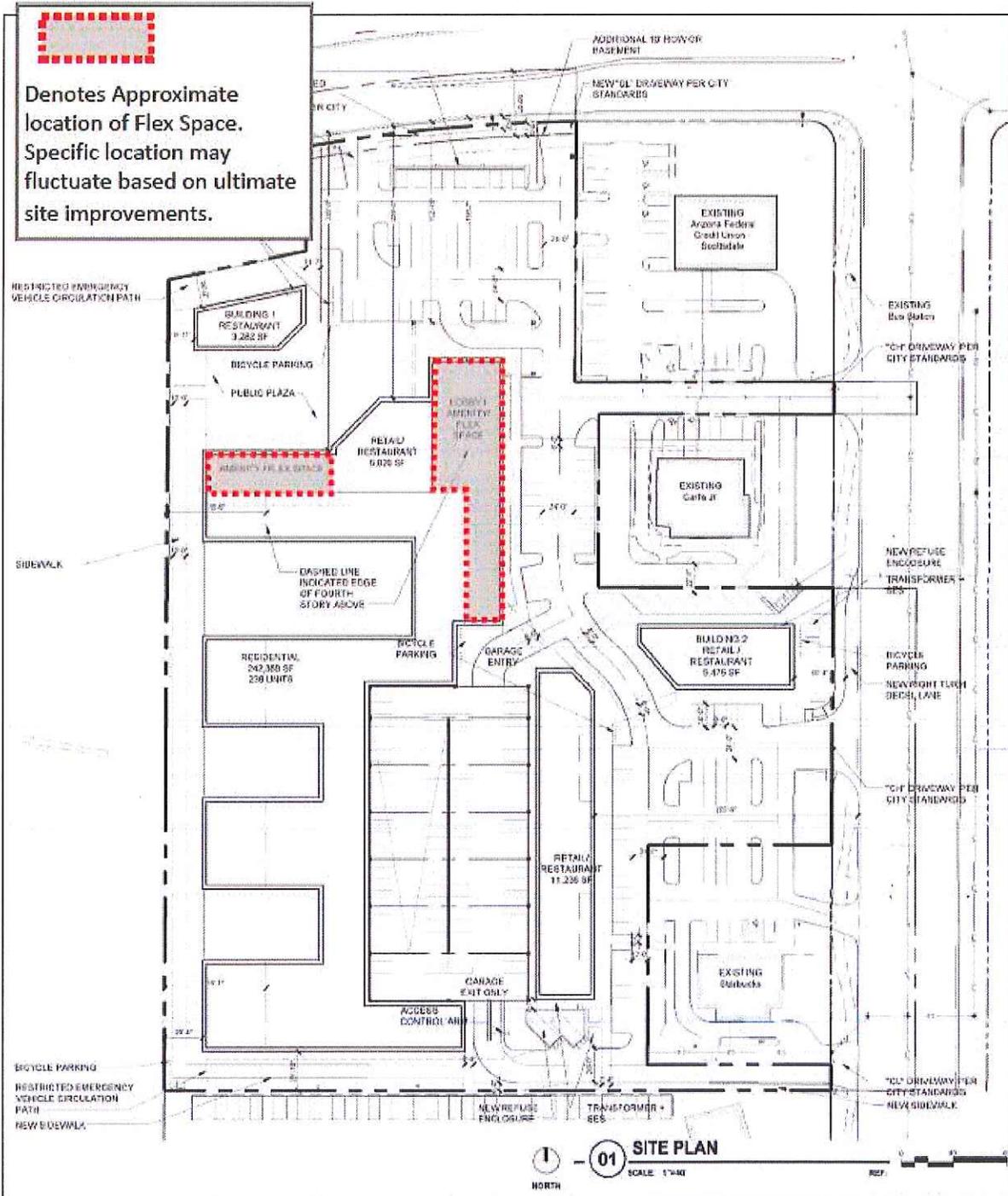


Exhibit "C"

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, Village Property Management, LLC, a California limited liability company ("Developer"), has made, constituted and appointed, and by these presents does hereby make, constitute and appoint and the Zoning Administrator of the City of Scottsdale, Arizona, an Arizona municipal corporation ("City") its true and lawful Attorney-in-Fact, for it and in its name, place and stead, to execute and deliver any and all documents or instruments in connection with any application to rezone certain real property that is subject to and as is set forth in Section 3.1 of the Development, Conditional Zoning and Reversion Agreement between Developer and the City adopted through Resolution No. 12284 and Contract No. 2021-154-COS.

Developer hereby gives and grants unto its said Attorney-in-Fact full power, discretion and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as it might or could do if personally present, hereby ratifying and confirming all that its said Attorney-in-Fact shall lawfully do or cause to be done by virtue of these presents. This special power of attorney shall be deemed to be coupled with an interest.

[DEVELOPER]

By: _____

Name: _____

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 202___, by _____, an Authorized Representative of _____, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires:

Notary Public

WHEN RECORDED RETURN TO:

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

PEDESTRIAN WALKWAY LICENSE AGREEMENT

C.O.S. Contract No. 2021-154-COS
(Greenbelt 88; 15-ZN-2020)
(Resolution No. 12284)

This Pedestrian Walkway License Agreement (this "Agreement") is entered into this ___ day of _____, 20___, by Village Property Management, LLC, a California limited liability company, ("Developer") and the City of Scottsdale, Arizona, an Arizona municipal corporation ("City"). City and Developer may be referred to in this Agreement individually as a "Party," and collectively as the "Parties."

RECITALS

A. Developer owns or controls _____ parcels of real property located at 3308 - 3370, 3388 N. Hayden Road, at the southwest corner of Hayden & Osborn, in Scottsdale, Arizona, and more particularly described in **Exhibit "A"** (the "Property"), which is incorporated in this Agreement by this reference.

B. Developer intends to redevelop the Property by constructing a mixed-use center to include approximately 238 residential units and approximately 25,000 feet of commercial space (the "Project") that is depicted in the development plan adopted by Resolution No. , incorporated into Ordinance No. , and incorporated into this Agreement by this reference (the "Development Plan").

C. In connection with Developer's undertaking the Project, the City and Developer entered a Development Agreement dated February 8, 2022 and approved by the City's Council by Resolution No. 12284 (the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to construct certain improvements for, among other things, the public's use and benefit. In connection with the construction of the Project, Developer is to design, construct, operate and maintain, in cooperation with the City, a pedestrian walkway (the "Pedestrian Walkway") along the eastern boundary of the Property, on the portion of the Property legally described and depicted as set forth on **Exhibit "D-1"** (the "License Area").

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D. The Parties seek to establish that the public will have access to the Pedestrian Walkway, as subject to the terms and conditions of this Agreement and the Developer is willing to provide such access on the terms and conditions of this Agreement.

E. To allow the City to cause the Pedestrian Walkway to be designed and constructed by Developer in concert with the construction of the Project, to conserve resources, and avoid confusion, duplication and cost, and to provide public access, subject to the terms and conditions of this Agreement, the City and Developer agreed in the Development Agreement that Developer would construct the Pedestrian Walkway, and cause it to be maintained after its construction, and arrange for the management and maintenance of the Pedestrian Walkway. To allow the City and its residents to receive the benefits, pursuant to the Development Agreement, of the Pedestrian Walkway, and to provide the City's residents with access to the Pedestrian Walkway, the City and Developer agreed in the Development Agreement to execute a "License Agreement" to allow Developer to provide the above-described benefits, which agreement is represented by and contained in this Agreement.

In consideration of the above premises, the promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

AGREEMENT

1. Grant of License to City. On the terms and conditions of this Agreement, Developer hereby grants the City a non-exclusive license (the "License") to allow the public to go upon the Pedestrian Walkway, all on the terms and conditions of this Agreement. The License is subject to all existing encumbrances of record, including easements and licenses to which the Pedestrian Walkway is subject as of the date hereof and may be subject to from and after the date of this Agreement.

2. Developer Grant of Access. Subject to the terms and conditions of this Agreement, immediately on the recording of this Agreement, Developer automatically, and without any further action by Developer being necessary, shall be deemed to grant to the City the License to allow the general public to use the area of the Pedestrian Walkway designated as the License Area for the purpose of, as applicable, pedestrian access for the general public to, from and on the License Area (the "License Uses") in accordance with the use restrictions contained in **Exhibit "D-2,"** a copy of which will be on file with the City Clerk. The License is subject to (1) Developer's right to construct, enhance and improve the Pedestrian Walkway subject to the City's applicable review processes, (2) Developer's right to grant additional, non-exclusive easements and other similar rights with respect to the License Area located on the Pedestrian Walkway for such purposes as Developer deems appropriate in its sole and absolute discretion, and (3) Developer's right to restrict access, for periods not to exceed seventy-two (72) hours (not to exceed five times in any calendar year) except when necessary for substantial repairs, to the License Area and to control its use by any user pursuant to the access area regulations contained in Exhibit D-2.

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3. Ownership of Improvements. The owner(s) of the Residence shall be the sole owner of all work product (in whatever format) produced as part of the Pedestrian Walkway.

4. Term. The License shall commence on the date this Agreement is recorded. Thereafter, the term of the License shall be perpetual unless terminated by the Parties.

5. Maintenance. Developer (or its successor under the terms of this Agreement) shall undertake the obligation to maintain, repair, reconstruct and restore, at all times, the License Area and the improvements within the Pedestrian Walkway (the "Maintenance Obligation"). The Maintenance Obligation includes: (a) maintain the License Area in good repair and condition, with due regard to such matters as trash pick-up and dust control; (b) complete any work on the License Area in a good and workmanlike manner in compliance with all applicable laws, rules and regulations, and pay when due all claims for labor performed and materials furnished therefor; and (c) comply in all material respects with all laws affecting the License Area. Developer acknowledges that, except as otherwise set forth in this Agreement or in any subsequent written agreement, City shall have no responsibility, obligation or liability with respect to any of the following, all of which shall be and remain the sole responsibility and obligation of the Developer: all utilities supplied to the License Area, including water, power, sewer, solid waste disposal and trash pick-up; disruption in the supply of services or utilities to the License Area; and any other cost, expense, duty, obligation, service or function related to the License Area. Except as otherwise set forth in this Agreement or in any subsequent written agreement, if City pays or incurs any cost or expense for which the Developer is liable under this Agreement, the Developer agrees promptly (and in any event within thirty (30) days after City invoices the Developer) to reimburse City for any such cost or expense. City and the Developer intend that the Pedestrian Walkway be maintained in at a high-level of finish and appearance, consistent with the operation of a residence (the "Maintenance Standard"). Developer shall cause the Maintenance Obligation to meet the Maintenance Standard, subject to any "force majeure" (defined below).

6. Force Majeure. Unforeseen factors, events or unexpected occurrences may necessitate refinement or revision of the Maintenance Obligation or the Maintenance Standard. Further, any failure in performance of the Maintenance Obligation below the Maintenance Standard shall not be deemed to be in default where there is a delay in performance caused by or resulting from war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargos, lack of transportation, governmental restrictions or priority, unusually severe weather, inability (when the Party required to perform is faultless) of any contractor, subcontractor or supplier to perform acts for such Party, or acts or the failure to act of any public or governmental agent or entity, litigation relating to the License Area, the Property or the Residence and its associated real property that is initiated by a third party (and where the Party claiming excused delay is without fault in connection with such litigation) or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform (a "force majeure"), and the Party affected by the force majeure event gives notice to the other Party within thirty (30) days after the occurrence of such

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event. In the event that any Party to this Agreement is unable or fails to perform due to an event constituting a *force majeure* and such Party has given the notice as provided above, and such excused delay is the proximate cause of the other Party being unable or failing to perform in accordance with the terms of this Agreement, then the time for the performance of the other Party shall also be extended for a period of time equal to the period of the delay plus a reasonable start-up period. Any extension of time resulting from a force majeure shall only be for the period of the force majeure.

7. Authority. The execution, delivery and performance of this Agreement by the Developer has been duly authorized by all necessary action and does not violate any of the Developer's organic documents, or any agreement to which the Developer is a party, or by which it is bound.

8. Covenants of Developer.

8.1 Compliance with Laws. The Developer shall use its best efforts to comply with all laws, statutes, acts, ordinances, rules, regulations, codes, and standards of legally constituted authorities with jurisdiction, applicable to the License Area and the conduct of its activities pursuant to this Agreement. The Developer shall use its best efforts to not use or allow the use of the License Area for any purposes in violation of applicable zoning or other laws. The Developer shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, gender, disability, age, marital status or status with regard to public assistance in the use of the License Area or any part thereof.

8.2 Inspection Rights. City may enter any part of the License Area at any time.

9. Conflicts; Personal Liability.

9.1 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

9.2 No Personal Liability to City Constituents. No member, manager, officer or employee of the Developer shall be personally liable to City, or any successor or assignee, (a) in the event of any default or breach by the Developer, (b) for any amount that may become due to City or its successor or assign, or (c) pursuant to any obligation of the Developer under the terms of this Agreement.

9.3 No Personal Liability to Developer Constituents. No member, official or employee of the City shall be personally liable to the Developer, or any successor or assignee, (a)

in the event of any default or breach by City, (b) for any amount that may become due to the Developer or its successors or assigns, or (c) pursuant to any obligation of City under the terms of this Agreement.

10. Default; Termination.

10.1 Developer Default. It shall be a default by Developer if the Developer fails to perform any covenant, condition, or agreement to be performed by it pursuant to this Agreement (each, a “Developer Default”). If a Developer Default involves the performance or non-performance of an act, or the occurrence or non-occurrence of an event or circumstance, the Developer shall have a period of thirty (30) days from receipt of written notice from City in which to cure such Developer Default; provided that if the nature of the Developer Default is such that it cannot reasonably be cured within thirty (30) days, then City shall not pursue its remedies if the Developer commences the cure within thirty (30) days and diligently pursues the same to completion.

10.2 City Default. It shall be a default if the City fails to perform any covenant, condition, or agreement to be performed by it pursuant to this Agreement (each, a “City Default”). If a City Default involves the performance or non-performance of an act, or the occurrence or non-occurrence of an event or circumstance, the City shall have a period of thirty (30) days from receipt of written notice from Developer in which to cure such City Default; provided that if the nature of the Default is such that it cannot reasonably be cured within thirty (30) days, then Developer shall not pursue its Default remedies if the City commences the cure within thirty (30) days and diligently pursues the same to completion.

10.3 Remedies. Each Party (the “Non-Defaulting Party”) shall have the following remedies upon default by the other Party (the “Defaulting Defaulting”), which remedies shall not be exclusive, and are cumulative in addition to any remedies now or later allowed by law:

10.3.1 The Non-Defaulting Party may cure the default at the Defaulting Party’s expense, by taking any action reasonably determined by it to be necessary to correct such default. The Defaulting Party shall reimburse the Non-Defaulting Party for all costs it incurs to correct such default within thirty (30) calendar days after Non-Defaulting Party presents the Defaulting Party with a statement of such costs.

10.3.2 The Non-Defaulting Party shall be entitled to recover from the Defaulting Party all of Non-Defaulting Party’s expenses, costs and damages arising out of any default, including, but not limited to, cleanup, repair, alterations, legal expenses (whether or not suit is brought), and costs and expenses of litigation.

10.3.3 The Non-Defaulting Party may also exercise any other rights the Non-Defaulting Party may have at law or in equity. The Non-Defaulting Party may exercise any remedy without court action, or by one or more court actions, and in exercising any remedy may

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obtain partial relief without waiving its right to further relief. The exercise of any remedy by a Non-Defaulting Party shall not waive the Non-Defaulting Party's right to exercise any other remedy.

11. Dispute Resolution. If a dispute arises between the Parties with respect to this Agreement and the Parties shall attempt to resolve the matter through discussions and negotiations prior to any further legal action.

12. General Provisions.

12.1 Recording & Return of Recorded Documents. The Developer shall record this Agreement once executed by the Parties and upon the completion of the Pedestrian Walkway construction. Recorded documents shall be returned to the person designated by the forms attached to this Agreement or as executed by the Parties (the "Return Person"). If no designation is made for any document, City's city attorney is the Return Person. This Agreement, and any amendment or cancellation of this Agreement, shall be recorded, in its entirety, in the official records the county recorder's office in Maricopa County, Arizona, no later than ten (10) days after the effective date of this Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05. If the City fails or refuses to record this Agreement, Developer may cause this Agreement to be recorded.

12.2 Notices. All notices, filings, consents, approvals, and other communications provided for herein or given in connection herewith ("notices") shall be validly given, filed, made, delivered, or served if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City of Scottsdale
Attention: Zoning Administrator
Planning and Development Services Department
7447 E. Indian School Rd., Suite 105
Scottsdale, AZ 85251

Copy to: The City of Scottsdale
Attention: City Attorney
3939 North Drinkwater Boulevard
Scottsdale, Arizona 85251

If to Developer: Village Property Management, LLC
Attention: Todd Silver
PO Box 88
Beverly Hills, CA 90213
Todd888@gmail.com

Copy to: George A. Pasquel III
Withey Morris, PLC
2525 East Arizona Biltmore Circle, Suite A-212
Phoenix, Arizona 85016
Office: 602-230-0600
george@witheymorris.com

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 or e-mail address or addresses as its address or addresses for receiving notice hereunder.

12.3 Approvals. When a Party's consent is required pursuant to this Agreement, such Party shall not unreasonably withhold, delay or condition its approval.

12.4 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.

12.5 Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

12.6 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.

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

12.8 Governing Law, Venue & Jurisdiction. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona, and the Parties hereby waive any right to object to such venue.

12.9 Remedies. If any Party to this Agreement breaches any provision of the Agreement, the non-defaulting Party shall be entitled to all remedies available at both law and in

equity, including specific performance.

12.10 Attorneys' Fees and Costs. If any Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.

12.11 Binding Effect. The benefits and burdens of this Agreement shall run with the License Area and be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the License Area.

12.12 No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

12.13 Integration. This Agreement, including its Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft documents, discussion outlines, correspondence, memoranda or representation regarding the License Area, except as contained in the Development Agreement.

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

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

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

12.17 Amendments. This Agreement may not be amended except by a formal writing executed by both Parties.

12.18 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.

12.19 Assignment. Developer is entitled to assign all of its rights, titles and interests in and to, as well as all of its obligations under, this Agreement in whole or in part, to any subsequent owner of the Property and, upon recording of such assignment instrument, Developer shall be released from any and all further obligations and liabilities with respect to this Agreement from and after such recording as long as the subsequent owner of the Property assumes all of the Developer's obligations under this Agreement in such assignment as recorded. From and after the effectiveness of such assignment, Developer shall no longer be a Party to this Agreement and shall have no further obligation or liability with respect to this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

THE CITY OF SCOTTSDALE:
an Arizona municipal corporation

By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 202_____, by David D. Ortega, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

My Commission Expires:

Notary Public

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Sherry R. Scott, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

**EXHIBIT “D-2”
LICENSE AREA PUBLIC ACCESS REGULATIONS**

The following restrictions shall apply to public access within the License Area:

- All persons using the License Area shall comply with all federal, state, county, and city laws, rules, and regulations.
- The owner or person in custody of a dog shall immediately pick up all dog droppings and deposit them in a trash receptacle or remove them from the License Area.
- No person shall throw, deposit or place any commercial or non-commercial handbill in the License Area.
- No littering shall be permitted.
- No loud noise, disorderly conduct, disruptive behavior, or panhandling shall be permitted.
- No vending of food, beverages, and other merchandise shall be permitted, without permission from the Residence Owner.
- No glass, ceramic, or breakable plastic food or beverage containers shall be permitted.
- No camping, sleeping, or open or contained fires shall be permitted.
- No bathing shall be permitted.
- No deadly weapons shall be permitted unless carried pursuant to a valid permit. A deadly weapon is anything designed for lethal use and includes firearms.
- No discharge of firearms shall be permitted.
- No person shall be in or use the License Area at any time between 11:00 p.m. and sunrise unless otherwise approved by the owner of the License Area.
- No vehicles, other than maintenance vehicles, shall be permitted.
- No gas-powered model airplanes, or drones, or incendiary model rockets shall be permitted.
- No willful, negligent, or reckless discharge or other use that could propel any object or projectile capable of causing serious physical injury, including archery, air gun, BB gun, pellet gun, dart gun, cross bow, slingshot, blowgun, javelin, or spear, shall be permitted. Serious physical injury shall include any injury that creates a reasonable risk of death of which causes serious and permanent disfigurement, serious impairment of health or loss or protracted impairment of the function of any bodily organ or limb.
- No person shall tether, launch or land a hot air balloon in the License Area, except in the case of an emergency.
- No public protest, organized or spontaneous, shall be permitted.
- No sound amplification may be used in the License Area, except as otherwise approved by the owner of the License Area.

WHEN RECORDED, RETURN TO:

City of Scottsdale
CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS
(Bryan Cluff)
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

**RESTRICTIVE COVENANT
AND COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS RESTRICTIVE COVENANT AND COVENANTS, CONDITIONS AND RESTRICTIONS (the “Restrictive Covenant”) is made effective as of the ____ day of _____, 2022 by THE CITY OF SCOTTSDALE, an Arizona municipal corporation, (“City”), and Village Property Management, LLC, a California limited liability company (“Developer”). City and Developer may be referred to in this Restrictive Covenant individually as a “party” and collectively as the “parties.”

RECITALS

A. Developer has a property interest in certain real property more particularly described on Exhibit “E-1” attached hereto (the “Property”), which Developer is redeveloping as a multifamily residential project (the “Project”).

B. A rezoning was completed upon the approval of the City’s City Council on February ____, 2022 (the “New Zoning”) with respect to the Property to allow the Project to be completed. In conjunction with the New Zoning, Developer entered a Development Agreement with City dated _____, 2022, and recorded at 2022-_____ of the official records of Maricopa County (the “Development Agreement”). Pursuant to the Development Agreement, Developer agreed to devote for a period of time more fully described in this Restrictive Covenant (the “Workforce Housing Rate Period”) of eight (8) of the units to be constructed in the Project (the “Workforce Units”) for occupancy by tenants whose adjusted median income, as such income standards are established and adjusted from time to time pursuant to federal guidelines, qualify such tenants for “Workforce Housing” rental rates under such federal guidelines (the “Qualified Tenants”). Qualified Tenants are to pay rent at rates set in accordance with the Workforce Housing rental rates (the “Workforce Housing Rental Rates”) set forth in the Workforce Housing Maximum Rent Schedule in effect on the date of the New Zoning (and attached as Exhibit “E-2” to this Restrictive Covenant), as such Workforce Housing Rental Rates reasonably may be adjusted from time-to-time by the City pursuant to annual changes directed by the federal government.

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In consideration of the above premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Developer and City, intending to be legally bound, and each for itself and its successors and assigns, covenant and agree as follows:

DECLARATION AND AGREEMENT

1. Restrictions and Covenants.

a. Workforce Housing Units Set-Aside. Developer, for itself, and its successors and assigns hereby declares that (a) at all times during the Workforce Housing Rate Period, it shall make the Workforce Housing Units available, which shall be at least eight (8) of the units comprising the Project, with the mix of the Units set aside as Workforce Housing Units being the number of two-bedroom units (for households of three and four members), one-bedroom units (for households of two members), and studio units (for households of one member) as Qualified Tenants request and as such Workforce Housing Units are available based on the number then occupied by Qualified Tenants; and (b) the Workforce Housing Units shall be held and, if the Project is sold, shall be conveyed subject to the terms, covenants, conditions and restrictions set forth in this Restrictive Covenant for the Workforce Housing Rate Period, defined below. Each person who acquires any right, title or interest in the Property or any part thereof, agrees to abide by all the provisions of this Restrictive Covenant.

b. Workforce Housing Rate Period. The Workforce Housing Rate Period shall begin on the date of issuance of the Certificate of Occupancy for the Project (the "Workforce Housing Commencement Date"). The Workforce Housing Rate Period shall continue from the Workforce Housing Commencement Date until the date on which Developer has supplied sufficient Workforce Housing Units at the Workforce Housing Rental Rates so that Developer has supplied at least four hundred and eighty (480) total months of occupancy of the Workforce Housing Units, provided that, in no event will the Workforce Housing Rental Rate of any Workforce Unit be withdrawn or increased prior to the end of the lease term then in effect for such Workforce Unit then occupied by any Qualified Tenant(s). The period of time during which the Workforce Housing Rental Rates shall apply to the Workforce Housing Units pursuant to this subsection shall be deemed the "Rate Reduction Period."

c. Workforce Housing. But for the application of the Workforce Housing Rental Rates to the Workforce Housing Units, the Workforce Housing Units would be leased by Developer at rental rates reflected in the market for units in the Project, as set by Developer in its ordinary course of business.

d. Workforce Unit Rental. Developer shall provide the City on a quarterly basis following the end of each calendar quarter beginning with the first calendar quarter after the Workforce Housing Commencement Date, a statement setting forth the number of Workforce Housing Units under rent during the calendar quarter (the "Workforce Unit Application

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Statement”). The City shall review the Workforce Unit Application Statement and provide Developer with any objections to it within thirty (30) days of Developer’s supplying the Workforce Unit Application Statement and associated documents and records to City (the “Review Period”). To the extent that City does not object to such Workforce Unit Application Statement, City immediately shall be deemed to have accepted such Workforce Unit Application Statement. If the City objects to the Workforce Unit Application Statement, the City shall supply such objections to Developer in writing before the end of the Review Period. After receipt of the City’s objections, if any, the City and Developer promptly shall meet to attempt to resolve such objections within thirty (30) days of Developer’s receipt of them. At the meeting to resolve the City’s objections concerning the Workforce Unit Application Statement, Developer and the City shall confer in good faith to resolve all disputes. To the extent such disputes are thereby resolved, the City immediately shall acknowledge the extent to which Developer has supplied Workforce Units to Qualified Tenants. If Developer and the City are not able to resolve all such disputes, then they shall first undertake to meet and confer before exercising any other remedy available under this Restrictive Covenant or in law or equity. A party’s acceptance of any application of Workforce Units under this provision shall not be deemed a waiver of any other objections to the remaining amount of Workforce Units claimed to have been supplied or owed pursuant to this Restrictive Covenant. The Developer shall continue to supply Workforce Units until the total amount of the Workforce Housing Units reaches a total of four hundred and eighty (480) months of occupancy by Qualified Tenants in Workforce Units.

2. Monitoring; Reporting.

a. “Workforce Housing” is defined as residential units with Qualified Tenants whose income meets or is below the amount defined in Exhibit “E-2” attached hereto (as such limits reasonably may be adjusted from time to time in accordance with federal regulations).

b. During the term of this Restrictive Covenant, Developer agrees to:

i. Utilize normal and customary practices and procedures for the development of the Project.

ii. Obtain and maintain, for at least five (5) years, the income information received from, and Gross Rent charged to, each Qualified Tenant of any Workforce Housing Unit. Developer shall obtain such documentation as is necessary for Developer, in good faith, to verify each Qualified Tenant’s income, which may include, without limitation, tax returns, affidavits or certifications confirming income levels, employment and salary information or other reasonable documentation. Developer may apply its resident qualification guidelines and other reasonable assessments to determine the qualification of prospective tenants who may qualify as Qualified Tenants (as well as any other tenants of the Project) as long as such assessments are in compliance with federal and state law.

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iii. Maintain, for at least five (5) years, records actually obtained by Developer that relate to the characteristics of tenants occupying the Workforce Housing Units. Such records may include, to the extent obtained by Developer using good faith efforts (but without an affirmative obligation of Developer to obtain same), such data as requested by the City that is in compliance with federal and state laws and governing regulations.

iv. Provide City with written reports of its activities on an annual basis, with a final report when this Restrictive Covenant terminates. Such annual reports shall include the name of the Qualified Tenants occupying each Workforce Housing Unit, the income levels of each Qualified Tenant, a summary of the documentation or evidence received from each Qualified Tenant to verify its income and the Gross Rent paid by each such Qualified Tenant. The annual reports shall also include the information and characteristics of each Qualified Tenant obtained by Developer pursuant to subpart (iii) above.

v. Give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of any public authority bearing on the performance of its activities in operating the Project.

vi. Comply fully with any applicable Housing Quality Standards and all federal, state and local laws and court orders applicable to its operations whether or not referred to in this Restrictive Covenant.

vii. Abide by all regulations that are applicable to Developer pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable, including A.R.S. § 23-214(A).

viii. Permit City and its designees to have access to Developer's records and reports compiled pursuant to subpart (ii) above for purposes of verification and auditing. Further, Developer shall permit City and its designees to have access to the Project for purposes reasonably related to verification of compliance with this Restrictive Covenant, including without limitation, inspections during normal business hours no less than once each year to verify compliance with the Housing Quality Standards, provided, however, that City shall provide Developer at least three (3) days' advance notice prior to any inspection of the Project. City understands and acknowledges that it shall have no right to access or inspect any unit that is occupied or subject to an occupancy or rental agreement except in accordance with the rental or occupancy agreement and as otherwise permitted by applicable law.

3. Estoppel Certificate; Financing. City shall at any time and from time to time upon not less than thirty (30) days' prior written notice from Developer (or the owner of the Property) execute, acknowledge and deliver to Developer or the owner of the Property or their respective lenders, or any other third party, including a prospective purchaser, a statement in writing (a) certifying that this Restrictive Covenant is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Restrictive Covenant, as so

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modified, is in full force and effect); and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed. City's failure to deliver a statement within the time prescribed shall be conclusive upon City (a) that this Restrictive Covenant is in full force and effect, without modification; and (b) that there are no uncured defaults by Developer hereunder. Any such statement (or absence of statement within the time prescribed) may be relied upon by any existing or prospective lender, title insurer, purchaser, assignee, or other third party.

4. Termination; Default; Remedies.

a. Expiration Date. This Restrictive Covenant will automatically terminate (without further action of the parties) and be of no further force and effect upon the end of the Rate Reduction Period. No further act of the parties shall be necessary for such termination to be effective, but to the extent requested by the Developer of the Property at such time, City shall forthwith execute any termination reasonably requested to confirm the termination of this Restrictive Covenant, which termination Developer may then cause to be recorded in the Records of the Maricopa County Recorder.

b. Default. It shall be a default hereunder if Developer fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after written notice from City specifying in reasonable detail the nature of such failure; provided, however, that such 30-day period shall be extended to the extent the default cannot reasonably be cured within thirty (30) days and Developer has commenced the cure of such default within such 30-day period. It shall also be a default hereunder if Developer seeks to avoid compliance with the covenants and agreement set forth herein for any reason, including without limitation, by filing any petition or application for relief under any federal, state or local law pertaining to reorganization, insolvency or readjustment of debts.

c. Remedy. If Developer is in default, and fails to cure any such default within the time period described in Section 4(b) above, then City, in addition to other rights and remedies it may have at law or in equity, may apply to any court of competent jurisdiction for injunctive or other relief in order to enforce or prevent any violation of the provisions hereof, including damages for the value of the rent reductions to be afforded to Qualified Tenants and the City's costs and expenses associated with replacing such Workforce Units with other housing. Accordingly, the parties agree that it would be impractical or extremely difficult to establish the Rental Value precisely, so Developer agrees that, if Developer is in default in supplying the Workforce Units, then the City's City Manager (or designee) shall estimate, in the City's reasonable discretion, the amount of aggregate reductions in rent that otherwise should have been supplied by Developer to provide the Workforce Units with applicable Workforce Housing Rental Rates, and multiply such result by one and one half (1.5), with the product of such calculation to represent a reasonable estimate of the City's actual damages (the "Lost Rental Value"). Such liquidated damages also shall not be applied against any costs or attorneys' fees recoverable by City to enforce the terms and conditions of this Agreement if Developer defaults hereunder, which shall be recoverable from

Exhibit "E"

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Developer in addition to City's right to receive the liquidated damages provided for in this Section 4c. Any liquidated damages recovered by the City as a result of the application of this subsection shall be added to City's community services budget and utilized by the City in furtherance of affordable housing or other similar housing programs offered by the City. In consideration for the payment of such liquidated damages, thereafter the City shall be deemed to have waived any and all other claims for damages or relief at law or in equity on account of Developer's failure to provide the Workforce Units and this Restrictive Covenant shall thereafter be deemed to be released. Notwithstanding that the City may elect to require the Developer to pay the liquidated damages amount reflected by the Lost Rental Value as calculated by the City, the City may, in lieu thereof, pursue any and all remedies available to it at law or in equity, including the right to sue for specific performance of such obligations by Developer, and to recover its costs and attorneys' fees incurred in any such action; provided, however, that in no case shall Developer be liable for special, consequential or punitive damages.

5. Mortgagee Protection. If any lender (i.e., any mortgagee holding a mortgage or deed of trust, or any of its affiliates, and including any special servicer or receiver acting for or on behalf of same) succeeds to the interest of Developer with respect to the Property: (a) such lender's liability hereunder shall be limited solely to the period during that said lender has ownership of the Property; and (b) such lender's liability hereunder shall be limited solely to such lender's interest, if any, in the Property.

6. Attorneys' Fees. If any arbitration, litigation or administrative proceeding is commenced to enforce the provisions of this Restrictive Covenant, the prevailing party in such litigation or proceeding may recover, in addition to such other relief as may be granted, its reasonable attorneys' fees, expert witness fees, arbitration and litigation related expenses, and court costs in such arbitration, litigation or proceeding.

7. Notices. All Notices which shall or may be given pursuant to this Restrictive Covenant shall be in writing and transmitted by registered or certified mail, return receipt requested, addressed as follows:

If to the City: City of Scottsdale
 Attention: Zoning Administrator
 Planning and Development Services Department
 7447 E. Indian School Rd., Suite 105
 Scottsdale, Arizona 85251

Copy to: The City of Scottsdale
 Attention: City Attorney
 3939 N. Drinkwater Blvd.
 Scottsdale, Arizona 85251

If to Developer: Village Property Management, LLC
Attention: Todd Silver
PO Box 88
Beverly Hills, CA 90213
Todd888@gmail.com

Copy to: George A. Pasquel III
Withey Morris, PLC
2525 East Arizona Biltmore Circle
Suite A-212
Phoenix, Arizona 85016
Office: 602-230-0600
george@witheymorris.com

Either party may designate any other address for this purpose by written notice to the other party in the manner described herein. The facsimile numbers and email addresses set forth in this Section 7 are for convenience in providing an optional duplicate notice and shall not be considered effective for purposes of providing the notices required or permitted pursuant to this Agreement.

8. Miscellaneous. No delay or failure by any party to exercise any right under this Restrictive Covenant and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Headings in this Restrictive Covenant are for convenience only and shall not be used to interpret or construe its provisions. This Restrictive Covenant shall be construed in accordance with and governed by the laws of the State of Arizona. The Developer acknowledges that the City requires Developer's lender(s) to the Project to consent to the imposition of this Restrictive Covenant on the Property, which consent shall be set forth below.

IN WITNESS WHEREOF, the undersigned have executed this Restrictive Covenant as of the date first above written.

ATTEST:

THE CITY OF SCOTTSDALE:
an Arizona municipal corporation

By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Sherry R. Scott, City Attorney
By: Joe Padilla, Deputy City Attorney

Exhibit "E"
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STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _ day of _____, 2022, by David D. Ortega, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

My Commission Expires: _____
Notary Public

VILLAGE PROPERTY MANAGEMENT, LLC
a California limited liability company

By: _____
Name: _____
Its:

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by _____, an Authorized Representative of Village Property Management, LLC, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires: _____
Notary Public

EXHIBIT "E-1"

Legal Description of Property

PARCEL NO. 1:

A part of the Southeast quarter of Section Twenty-six (26), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the East quarter corner of Section 26;

THENCE South 00 degrees 14 minutes 21 seconds West along the East line of the Southeast quarter of said Section 26 and along the centerline of Hayden Road a distance of 554.25 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00 degrees 14 minutes 21 seconds West along the aforementioned line a distance of 228.23 feet;

THENCE North 89 degrees 56 minutes 59 seconds West a distance of 578.94 feet;

THENCE North 00 degrees 14 minutes 00 seconds East a distance of 245.85 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 35.02 feet;

THENCE South 00 degrees 14 minutes 21 seconds West a distance of 2.09 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 25.30 feet;

THENCE South 00 degrees 14 minutes 21 seconds West a distance of 6.00 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 10.00 feet;

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 6.00 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 170.62 feet;

THENCE South 00 degrees 14 minutes 21 seconds West a distance of 13.62 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 338.02 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion conveyed to Rigel Corporation, a Nebraska corporation, in Deed recorded March 18, 1998 in Document No. 98-0207776 and more particularly described as follows:

Legal Description (Continued)

That portion of the Southeast quarter of Section 26, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 26;

THENCE South 00 degrees 14 minutes 21 seconds West along the East line of the Southeast quarter of said Section 26, a distance of 594.48 feet;

THENCE North 89 degrees 58 minutes 16 seconds West, 65.00 feet to the West right-of-way line of Hayden Road and the POINT OF BEGINNING;

THENCE South 00 degrees 14 minutes 21 seconds West along said West right-of-way line, 168.00 feet;

THENCE North 89 degrees 58 minutes 16 seconds West, 141.00 feet;

THENCE North 00 degrees 14 minutes 21 seconds East, 168.00 feet;

THENCE South 89 degrees 58 minutes 16 seconds East, 141.00 feet to the POINT OF BEGINNING; and

EXCEPT an undivided one-half (1/2) interest in and to all oil, petroleum, naphtha and other hydrocarbon substances and minerals lying below a depth of 500 feet, as reserved in the Deed recorded in Docket 9943, page 719, records of Maricopa County, Arizona.

PARCEL NO. 2:

A part of the Southeast quarter of Section Twenty-six (26), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the East quarter corner of said Section Twenty-six (26);

THENCE South 00 degrees 14 minutes 21 seconds West along the East line of the Southeast quarter of said Section 26 and along the centerline of Hayden Road a distance of 240.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00 degrees 14 minutes 21 seconds West along the aforementioned line a distance of 158.21 feet;

THENCE North 89 degrees 45 minutes 39 seconds West a distance of 246.00 feet;

Legal Description (Continued)

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 133.00 feet;

THENCE North 89 degrees 45 minutes 39 seconds West a distance of 120.17 feet;

THENCE South 00 degrees 14 minutes 21 seconds West a distance of 104.48 feet;

THENCE North 89 degrees 45 minutes 39 seconds West a distance of 92.44 feet;

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 6.28 feet;

THENCE North 89 degrees 45 minutes 39 seconds West a distance of 6.00 feet;

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 16.19 feet;

THENCE North 89 degrees 45 minutes 39 seconds West, a distance of 21.67 feet;

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 118.64 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 59.00 feet;

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 110.48 feet;

THENCE South 89 degrees 45 minutes 39 seconds East a distance of 68.64 feet;

THENCE North 00 degrees 14 minutes 21 seconds East a distance of 112.00 feet to a point on the centerline of Osborn Road, said point being on a curve concave Southerly the center line of which bears South 4 degrees 42 minutes 05 seconds East a distance of 1432.40 feet;

THENCE Easterly along the arc of said curve and along the aforementioned centerline through a central angle of 3 degrees 45 minutes 05 seconds and a distance of 93.79 feet;

THENCE South 00 degrees 14 minutes 21 seconds West a distance of 239.78 feet;

THENCE South 89 degrees 56 minutes 59 seconds East a distance of 265.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion of the Southeast quarter of Section Twenty-six (26), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Legal Description (Continued)

COMMENCING at the East quarter corner of said Section 26;

THENCE South 0 degrees 14 minutes 21 seconds West along the East line of the Southeast quarter of said Section 26 and along the centerline of Hayden Road for a distance of 265.21 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 0 degrees 14 minutes 21 seconds West along the aforementioned line for a distance of 133.00 feet;

THENCE North 89 degrees 45 minutes 39 seconds West for a distance of 246.00 feet;

THENCE North 0 degrees 14 minutes 21 seconds East for a distance of 133.00 feet;

THENCE South 89 degrees 45 minutes 39 seconds East for a distance of 246.00 feet to the TRUE POINT OF BEGINNING; and

EXCEPT an undivided one-half (1/2) interest in and to all oil, petroleum, naphtha and other hydrocarbon substances and minerals lying below a depth of 500 feet, as reserved in the Deed recorded in Docket 9943, page 719, records of Maricopa County, Arizona.

PARCEL NO. 3:

Non-exclusive easements for the ingress and egress and for the passage and parking of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas; For the ingress and egress and passage for pedestrians into, out of, on, over and across the common areas; Together with non-exclusive easements under, through and across the common area for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electric conduits or systems, gas mains and other public utilities and service easements, as provided in Declaration recorded September 29, 1980 in Docket 14718, page 242 and amended in Document No. 83 -150223.

PARCEL NO. 5:

Nonexclusive easements for ingress and egress and passage of pedestrians, parking and passage of motor vehicles into, out of, on, over and across all parking areas, driveways and service areas, all as set forth in instruments recorded in Docket 14494, page 634 and in Docket 14547, page 57.

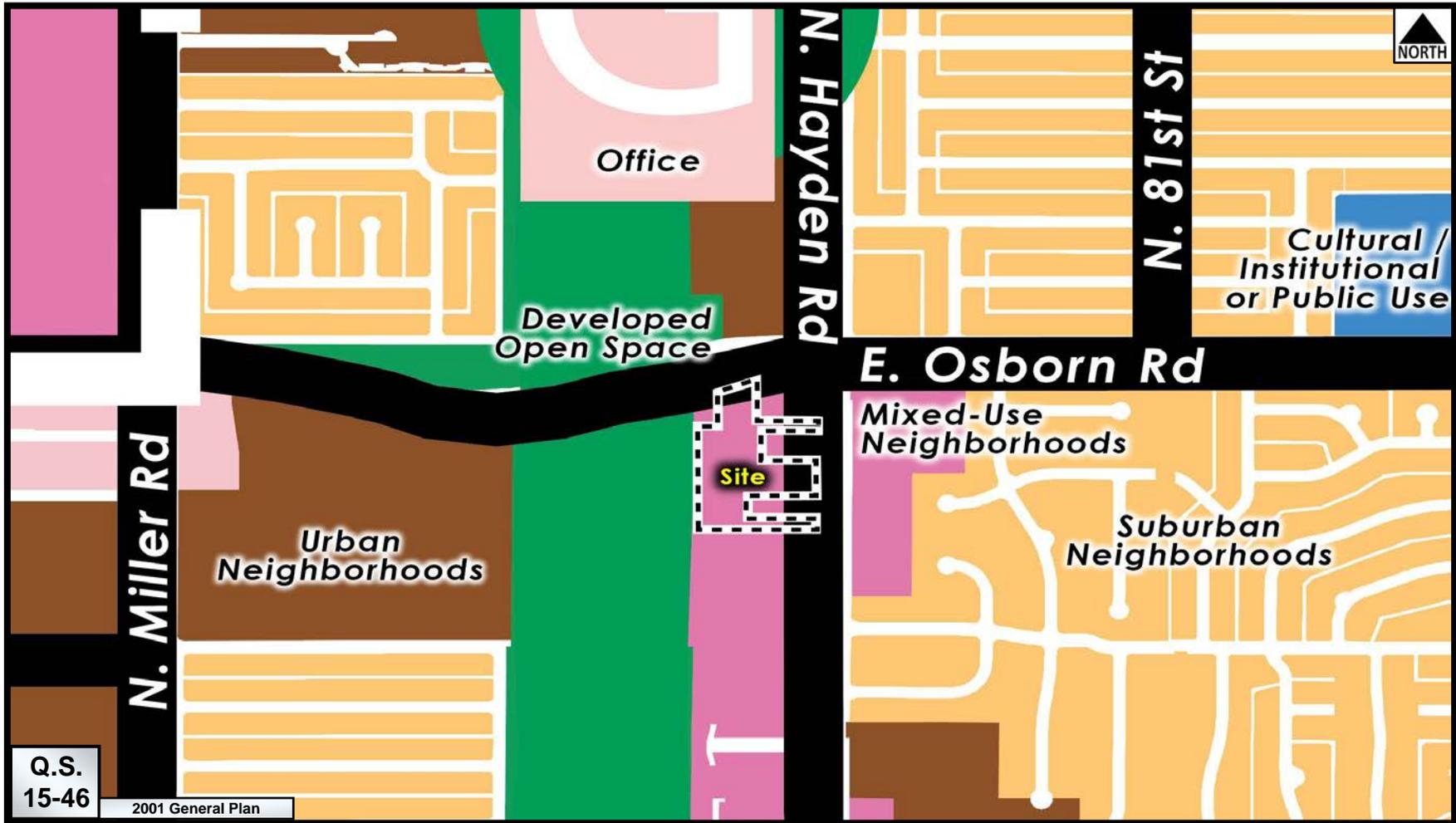
EXHIBIT “E-2”

City’s Workforce Housing Maximum Rent Schedule

During the Workforce Housing Rate Period, the Workforce Housing Units shall be utilized as rental housing for individuals or families at rental rates not greater than the lesser of:

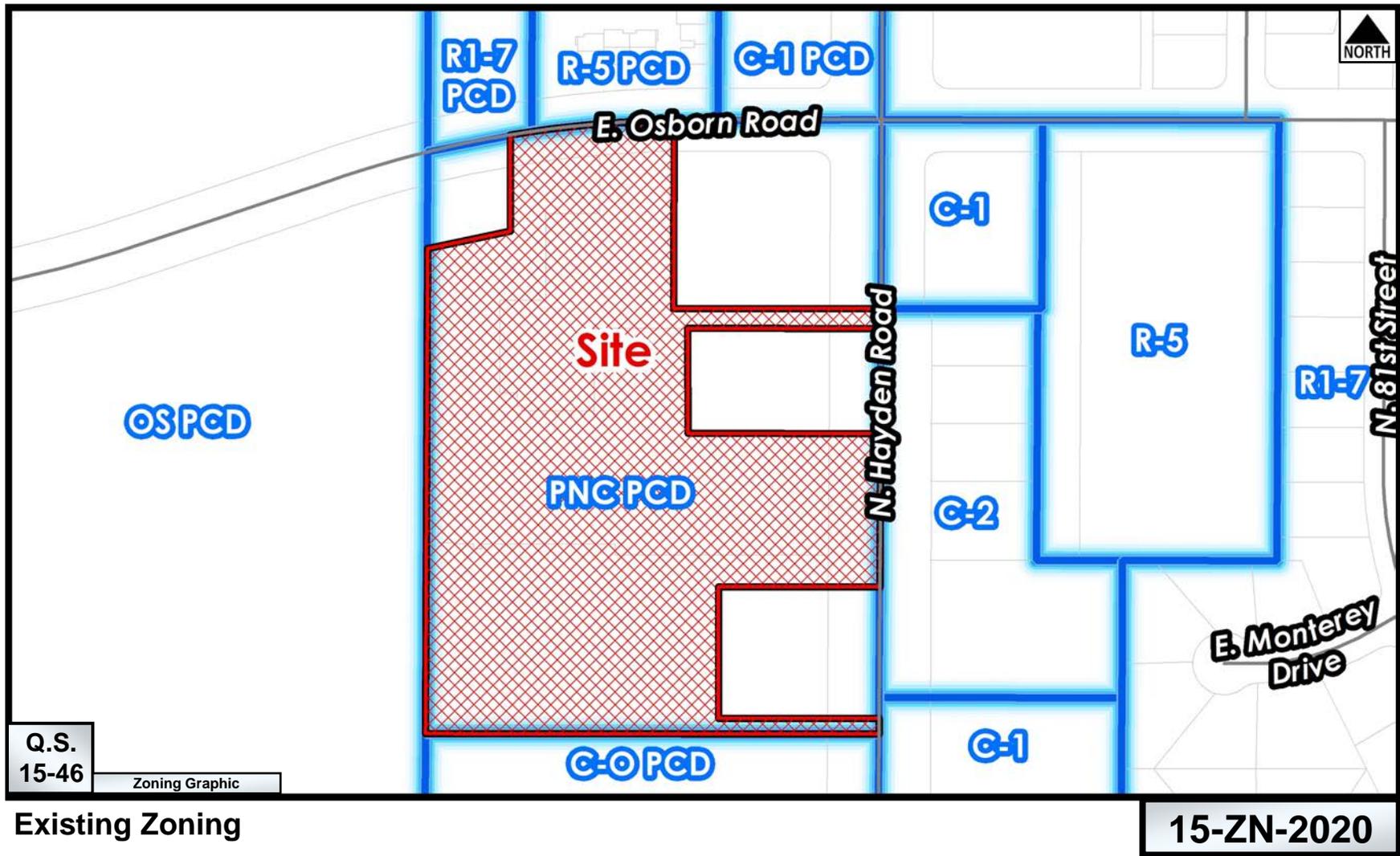
(i) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development (“HUD”) less the monthly allowance for utilities and services (excluding telephone) to be paid by tenant as published from time to time by HUD at <https://www.huduser.gov/portal/datasets/fmr.html>; or

(ii) a rent that does not exceed thirty percent (30%) of the adjusted income of a family whose gross income equals or is less than one hundred twenty percent (120%), but not lower than eighty-one percent (81%) of the median income for the area as determined by HUD, with adjustment for number of bedrooms in the unit. In determining the maximum monthly rent that may be charged for a unit that is subject to this limitation, the monthly allowance for any utilities or services (excluding telephone) to be paid by tenant, must be subtracted



Existing General Plan Land Use
Mixed-Use Neighborhoods

15-ZN-2020



GREENBELT 88 TRAFFIC IMPACT AND MITIGATION ANALYSIS

SWC Hayden Road & Osborn Road Scottsdale, Arizona

Prepared for:

Village Property Management, LLC
PO Box 88
Beverly Hills, CA 90213

For Submittal to:

City of Scottsdale

Prepared by:



CivTech Inc.

10605 North Hayden Road, Suite 140
Scottsdale, Arizona 85260

Office: 480-659-4250
Fax: 480-659-0566
info@civtech.com



July 2021

CIVTECH PROJECT No. 19-0830

Attachment #9

EXECUTIVE SUMMARY

The proposed Greenbelt 88 project, with a tentative marketing name of Huntington Oasis, is a proposed mixed-use development consisting of multifamily, restaurant, and retail uses expected to redevelop and occupy much of the existing Office Max/Lucky Plaza on the southwest corner of Hayden and Osborn Roads in the City of Scottsdale, Arizona. The plaza is currently served by six (6) existing driveways, two along Osborn Road and four along Hayden Road.

The following conclusions and recommendations have been documented in this study:

- ◆ From the review of crash data at the existing site driveways and the intersections of Hayden and Osborn Roads, it can be concluded that there are no obvious crash patterns that stand out and could be treated with any type of low-cost mitigation measures that could be implemented by the City.
- ◆ The proposed multifamily development with its retail shops and restaurant uses could generate, upon full buildout, 3,360 weekday daily trips with 231 trips (58 in/173 out) generated during the AM peak hour and 276 trips (166 in/110 out) generated during the PM peak hour.
 - As it is currently planned and based on base trips, *without* any reductions applied for interaction between uses (i.e., a single trip to more than one use), pass-by trips (attracted from traffic already passing by the site), or the use of alternative modes of travel (there are bus stops nearby), could generate, upon full buildout, 1,236 fewer weekday trips daily trips with a net increase of just 26 trips generated during the AM peak hour and a decrease of 135 trips generated during the PM peak hour. *With* these reductions applied the site could generate, upon full buildout, reductions of 2,408 weekday trips daily trips with net decreases of 28 trips and 200 trips generated during the AM and PM peak hours, respectively.
- ◆ All study intersections currently operate at overall LOS D or better during the peak hours with the exception of Access D and Access F.
 - The analysis revealed that the eastbound shared movement from Access D onto Hayden Road currently experiences a delay of 74.8 second per vehicle (sec/veh) (LOS F) during the PM peak hour. By 2030, in the no-build scenario (which CivTech ran with only the remaining four businesses and not the rest of the plaza), the delay is expected to increase to 89.4 sec/veh. At Access F, the current delay is 36.7 sec/veh (LOS E), increasing to 40.5 sec/veh (LOS E) by 2023 in the no-build-scenario.
 - With the addition of the proposed development, Accesses D and F will be widened to provide a separate left turn lane. In this configuration, both right-turn out movements are expected to operate at a LOS C and the left turns out are both expected to operate at LOS F, with a high delay (407.9 sec/veh or almost seven minutes per vehicle) for Access D and a delay of 93.8 sec/veh (just over a minute and a half) at Access F.
 - During peak hours and for relatively short periods of time, it is not unusual for left turning vehicles approaching a major street to experience delays from a side street or driveway. In this case, the signals at both Thomas Road and Osborn Road do create gaps in traffic for which the software does not adequately account. During the majority of the day, these driveways will operate at acceptable levels of service; therefore, no mitigation measures are recommended. In addition,

since the site is on a corner, drivers who experience such delays with any regularity may eventually find exiting to Osborn Road, from which a left turn onto Hayden Road could be made at a traffic signal, the best route from the site.

- ◆ The results of the opening year 2023 HCM 6th Edition analyses indicate that all study intersections should operate with acceptable levels of service of LOS D or better with the exception of Access D and Access F. The eastbound left-turn movement at the intersection of Hayden Road and Access D could expect to experience delay of 51.5 second per vehicle (sec/veh) (LOS F) and 407.9 sec/veh (LOS F) during the AM and PM peak hour of the Build Scenario. The eastbound left-turn movement at the intersection of Hayden Road and Access F could expect to experience delay of 93.8 sec/veh (LOS F) during the PM peak hour of the Build Scenario. Longer delay on smaller cross roads at an arterial road is common during peak travel times.
- ◆ With an existing left turn lane approaching Access A on Osborn Road and a continuous two-way left turn lane on Hayden Road, no new left-turn deceleration lanes are required approaching the site driveways. Separate outbound left- and right-turn lanes will be provided on Access A approaching Osborn Road and on Accesses C and F approaching Hayden Road.
- ◆ The developer will investigate providing a southbound right-turn deceleration lane on Hayden Road approaching the main site access, Access D. While right of way may be available, existing utility poles may prevent a turn lane constructed to minimum City standards. A queue storage calculation indicated a minimum of 75 feet would be sufficient, approximately the same as the existing northbound right turn lane the City provided on Hayden Road approaching Camelback Road
- ◆ Sight distance should be provided at the proposed access based on the standards provided in the *City of Scottsdale Design Standards and Policies Manual, 2018 Update*.

TRAFFIC IMPACT ANALYSIS SUMMARY
Greenbelt 88/Village Property
Southwest corner of Hayden Road and Osborn Road
15-ZN-2020

Summary Prepared by Kiran Guntupalli + P. Murphy, COS Traffic Engineering
Traffic Impact Study Prepared by Joe Spadafino, CivTech, Dated: July 2021
Traffic Impact Study Status: Not Accepted

Existing Conditions:

Site Location – Southwest corner of Hayden Road and Osborn Road

Existing Development – Site is currently the Lucky Plaza, a shopping center plaza including retail, restaurants and a credit union.

Street Classifications –

- Hayden Road is classified as a Major Arterial within the vicinity.
- Osborn Road is classified as a Major Collector west of Hayden Road and a Minor Collector east of Hayden Road.

Existing Street Conditions –

- The Hayden Road and Osborn Road intersection is signalized. There are exclusive left turn lanes in all approaches. The eastbound approach provides an exclusive right turn lane in a “trap” configuration from the upstream 2nd eastbound through lane.
- Hayden Road has three (3) lanes in each direction with a center two-way left turn lane.
- Osborn Road west of Hayden Road has two (2) lanes in each direction. Osborn Road east of Hayden Road has one (1) lane, a bike lane, and a parking lane in each direction.

Existing Volumes –

- There are 11,600 daily vehicles on Osborn Road west of Hayden Road.
- There are 28,000 daily vehicles on Hayden Road north of Indian School Road; there are 29,000 daily vehicles on Hayden Road south of Thomas Road.

Existing Speed Limits –

- Hayden Road has a 45 mph speed limit adjacent to the site.
- Osborn Road has a 35 mph speed limit adjacent to the site.

Collision Information –

The intersection of Hayden Road and Osborn Road reported 34 collisions from 2017 to 2020. Of these collisions, thirteen (13) were reported as left-turn collisions, eight (8) angle collisions, six (6) rear-end collisions, four (4) sideswipe collisions, two (2) single vehicle collisions, and one (1) rear-to-side collision.

2018 Collision Report Stats –

	V/C	Volume	Col Rate
Hayden Thomas to Osborn	0.67	32,300	3.56
Hayden Osborn to Indian School	0.61	29,400	2.14
Osborn Miller to Hayden	0.36	11,600	0.46
Osborn Hayden to Granite Reef	0.31	4,400	2.49
<i>City Segment Average</i>			<i>1.53 Avg</i>
Hayden/Osborn Intersection	n/a	39,300	0.73
<i>City Intersection Average</i> <i>(Major Arterial/Major Collector)</i>			<i>0.60 Avg</i>

Proposed Development:

Description - The proposed development plan consists of a new multi-family complex with 278 dwelling units, and approximately 25,019 square feet of new retail/restaurant space split between two (2) stand-alone buildings, and one (1) spaces attached to the multifamily complex. The existing Arizona Federal Credit Union will remain, as will the existing Carl’s Jr. and Starbucks.

Site Access – The applicant is proposing to have all existing driveways remain. Existing driveways on Scottsdale Road include full access driveways 250’, 520’, and 760’ south of Osborn Road a right-out only driveway 650’ south of Osborn Road. Existing driveways on Osborn Road include a full access driveway 710’ west of Scottsdale Road and a right-in/right-out driveway 280’ west of Scottsdale Road.

TRIP GENERATION COMPARISON TABLE: LATEST SITE PLAN VALUES

	Daily Total	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Proposed - Apartments 278 Dwelling Units Retail Shops 17,319 Square Feet Quality Restaurants 7,700 Square Feet	3,360	58	173	231	166	110	276
Existing - Mixed Uses	4,976	127	78	205	205	206	411
Increase/Decrease	-1,236	-69	+95	+263	-39	-96	-135

Note: Trip generation and comparison excludes existing buildings that are to remain. Existing uses include shopping center, medical office, restaurants, and sporting goods.

TIMA states that “CivTech was asked by the developer to apply reductions to the trip generation due to internal capture and multi-modal use.” But City intends on showing the actual trip generation numbers and the reductions can be captured during trip assignment.

Traffic Analysis:

Additional Traffic Volumes – As the proposed development is anticipated to generate fewer daily trips than the trip generation estimation of the existing land uses to be replaced, daily trips on adjacent streets are anticipated to decrease slightly with the proposed project.

Additional Information:

Residents in the past have frequently expressed concern with eastbound to northbound left-turn movement and additional residential units will amplify this concern. Therefore, city is requiring that this project make necessary signal modifications to install east/west permissive-protected phase for left-turn movements.

Summary:

A Traffic Impact and Mitigation Analysis (“TIMA”) was submitted for the project. Staff desired a more detailed analysis of driveways and the adjacent Hayden Road and Osborn Road intersection. The approval of the zoning district change for the proposed apartments and retail/restaurant buildings will result in an estimated 3,360 trips generated per day to and from the project site. The development is estimated to generate 231 a.m. peak hour trips, and 276 p.m. peak hour trips. This represents a **decrease** of 1,236 daily trips over the existing shopping center buildings to be replaced.

Traffic Engineering staff have the following comments:

- Right turn volumes exceed 30vph at the northern driveway and main site driveway (located approximately 515 feet south of Osborn Road) on Hayden Road. Per DSPM 5-3.206, right-turn deceleration lanes are required at both these locations. The garage access in site plan will need to be re-designed to encourage garage access through central driveway.
- Require installation of a park shop and R5-1 to discourage garage traffic from exiting Starbucks driveway.
- Install a left-turn signal phase at Hayden Road and Osborn Road intersection to reduce left-turn movement from the site onto Hayden Road and address an existing traffic issue at the intersection.
- Remove the existing right-out only driveway on Hayden Road; this is not necessary for site access. Prefer consolidation of existing driveways if feasible.
- Update calculations to reflect most recent trip generation.
- Staff does not support the use of 18% internal capture + 5% multi-modal reductions. Regional data suggest use of 1% multi-modal and internal capture should be less than 10%.

CITIZEN REVIEW & NEIGHBORHOOD INVOLVEMENT REPORT

Greenbelt 88 at Hayden and Osborn roads

Updated July 27, 2021

Overview

This Citizen Review Report is being performed in association with an application (15-ZN-2020) to rezone the approximately 7-acre site located on the southwest corner of Hayden Road and Osborn Road from Planned Neighborhood Commercial, Planned Community District (PNC, PCD) to Planned Unit Development (PUD). There will be no change to the General Plan or the Southern Scottsdale Area Character 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, homeowner associations, and other interested parties. One unique aspect to this project is the team's deep personal connections to south Scottsdale, with many members growing up and/or still residing in south Scottsdale, including one key team member living within blocks of the project. Community feedback, easy access to project information, neighborhood-driven values, and transparency is at the heart of forming this proposal. Therefore, communication with all stakeholders will be ongoing at appropriate times throughout the planning 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 planning process. Team members met 1:1 in person and via Zoom with around a dozen neighbors and community leaders, answered their questions and addressed their concerns to the best of our knowledge, and made sure these individuals were on our mailing list to receive future updates. Of all 1:1 meetings, all but one were supportive of the redevelopment in spite of any expressed concerns.

Communication with impacted and interested parties has taken place with verbal, written and electronic contact. The project team has also created a website for the project - www.greenbelt88.com - that includes history of the site, timeline, ownership, vision, retail opportunities, market realities, updates, resources, and plans for the redevelopment. The main page of the website hosts an opt-in form to join the mailing list, collect stakeholder contact information, and provide comments while the updates page provides the opportunity for residents to provide feedback via the comments. The mailing list sign-up is utilized to send out updates and reminders for any forthcoming public meetings.

Community Involvement

The outreach team began communicating with neighboring property owners, existing tenants, and community members in July 2020 prior to sending the first open house announcement. Members of the outreach team have continued to be available to meet with any neighbors who wish to discuss the project. Additionally, they will continue to be reached via telephone and/or e-mail to answer any questions relating to the project. Members of the team have observed social media posts, corrected misinformation, and made sure the neighborhood knows the team is accessible to answer questions by providing the website and contact information.

On August 13, 2020, surrounding property owners, HOAs and other interested parties within a 1,000-foot radius were notified via first class mail regarding the project. The distribution of this notification EXCEEDED the City's requirements as specified in the Citizen Review Checklist. This notification contained information about the project, as well as team and City contact information for any questions or comments. The notification also contained information regarding a virtual Open House that was held on August 26, 2020, via Zoom with the project's leadership team for those who wished to learn more about the project. On August 13, 2020, an Early Project Under Consideration sign was also posted on site with the same general information and specific information regarding the upcoming virtual open house.

More than 100 interested people attended the first Open House. Attendees had questions about continued retail uses, the addition of more apartments to the area, traffic, parking, height, proximity to the golf course, and potential impact on views. These questions were addressed to the best of the team's ability and knowledge at this virtual open house.

The August 26th meeting was at full capacity with a number of people in the waiting room, and demand was high for a second opportunity to solicit community feedback. Therefore, the team decided to conduct a second Open House to give additional opportunity for input and distribution of information. On September 3, 2020, new notification letters were sent out to the expanded mailing list. On September 14, 2020, prepared with triple the capacity as the first meeting, the team held a follow-up virtual open house meeting, which included some additional renderings, with about 40 people in attendance.

In addition to the formal open house meetings, the team has been in consistent communication with individuals and neighborhood and civic groups, including the executive director of COGS as well as the founder of a new effort called Safeguard Scottsdale. On February 27, 2021, a flyer was delivered to neighbors and posts on social media were made by Safeguard Scottsdale asking neighbors to request a continuance of the scheduled March 18, 2021, DRB meeting. This flyer (which included the logo of the City of Scottsdale at the top) - did not include the project website or contact information for the development team. On March 8, 2021, our architect met with leaders from both groups as well as two sitting council members to help answer questions, explain common misconceptions about infill development, address concerns, and collect feedback. This was a positive, productive meeting in which both COGS and Safeguard Scottsdale leadership committed to providing our team's contact information and website in their communications to

neighbors, allowing for a truly collaborative and transparent effort by all parties.

On March 18, 2021, a Development Review Board hearing was held regarding the project. Again, On May 6, 2021, a second Development Review Board hearing was held – at which the project was unanimously recommended for approval. The requisite City notifications and sign postings occurred for both of these hearing and the information was also provided on the project website.

On May 21, 2021, new signs were posted on site which included information about the update Planning Commission hearing. On June 9, 2021, a hearing before the Planning Commission was held in which the case was continued. Since that time, the team has continued to conduct outreach. On June 30, 2021, new notification letters were sent out (again, to the expanded 1,000-foot radius of property owners) providing an update on the project and inviting them to attend an open house on-site to discuss and review the project. On July 15, the open house was held in vacant suites on site. Roughly 40 members of the public attended the open house. Exhibits were on display, a presentation was made, and members of the team were available to answer questions. The following day, (July 16), and per the request of a Safeguard Scottsdale, a meeting was held at the offices of Withey Morris to discuss the project in further detail in a more intimate setting with a smaller group.

Members of the team have also conducted outreach with nearby business owners and many have since provided their support in writing to the City. In fact, the team has yet to receive any negative feedback from surrounding businesses.

The development team will continue to make themselves available to discuss the project. Additionally, the project website (www.greenbelt88.com) serves as a hub for project information. Interested parties can reach out to the team's outreach consultant, Andrea Alley, at hello@greenbelt88.com or the project planner, George Pasquel III at george@witheymorris.com.

ATTACHMENTS:

Notification Letters

Notification Lists

Affidavit of Posting

Website with continuous updates for the public: www.greenbelt88.com

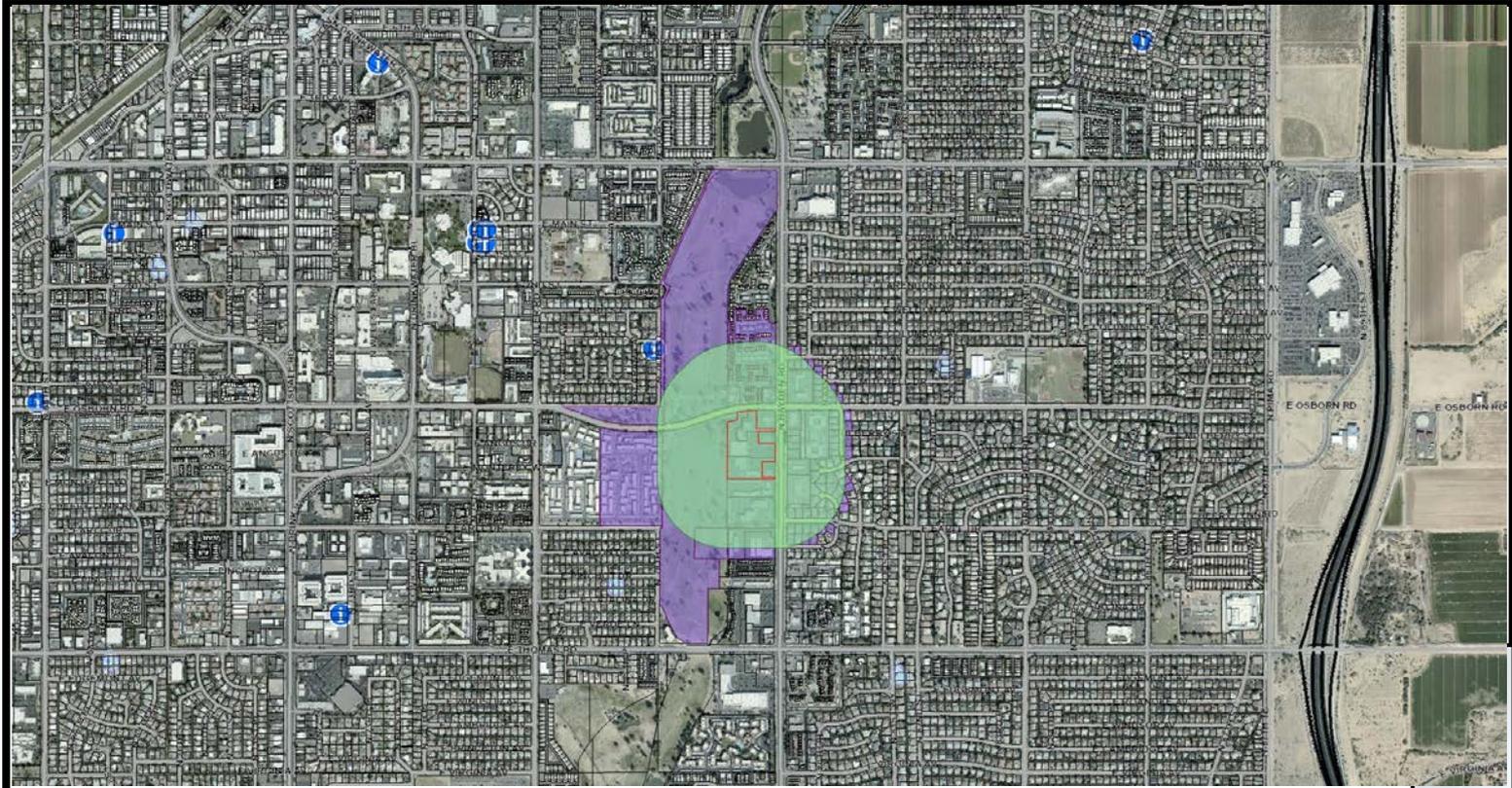
PUBLIC COMMENT (SUPPORT)

PUBLIC COMMENT (OPPOSITION)

[Part 1 - Public Comments - Opposition](#)

[Part 2 - Public Comments - Opposition](#)

City Notifications – Mailing List Selection Map Greenbelt 88

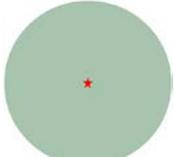


Additional Notifications:

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

Pulled Labels
September 22, 2020

Map Legend:

-  Site Boundary
-  Properties within 750-feet

Postcards: 227

15-ZN-2020



**SCOTTSDALE DEVELOPMENT REVIEW BOARD
REMOTE ELECTRONIC MEETING
THURSDAY, MARCH 18, 2021
*SUMMARIZED MEETING MINUTES***

PRESENT:

Solange Whitehead Councilmember
Renee Higgs, Planning Commissioner
Shakir Gushgari, Vice Chair, Development Member
Doug Craig, Design Member
Michal Ann Joyner, Development Member
Ali Fakih, Development Member
Jeff Brand, Design Member

STAFF:

Brad Carr	Chad Sharrard
Joe Padilla	Bronte Ibsen
Bryan Cluff	Lorraine Castro
Phil Kercher	
Guntupalli, Kiran	

CALL TO ORDER

Councilwoman Whitehead 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.

ADMINISTRATIVE REPORT

1. Identify supplemental information, if any, related to March 18, 2021 Development Review Board agenda items, and other correspondence.

PUBLIC COMMENT

2. Public Comment time is reserved for citizens to comment on non-agendized items that are within the Development review Board's jurisdiction. No official Development Review Board action can be taken on the items.

NO PUBLIC COMMENT RECEIVED.

* 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

MINUTES

3. Approval of the March 4, 2021 Development Review Board Study Session Meeting Minutes and Regular Meeting Minutes.

BOARD MEMBER CRAIG MOVED TO APPROVE THE MARCH 4, 2021 DEVELOPMENT REVIEW BOARD STUDY SESSION AND REGULAR MEETING MINUTES AS PRESENTED, 2ND BY BOARD MEMBER BRAND. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI, BOARD MEMBERS CRAIG, JOYNER, FAKIH AND BRAND WITH A VOTE OF SEVEN (7) TO ZERO (0).

CONSENT AGENDA

4. 15-ZN-2020 (Greenbelt 88)

Pursuant to the requirements of the Planned Unit Development (PUD) zoning district, Zoning Ordinance Section 5.5003, the Development Review Board shall provide a recommendation to the Planning Commission and City Council regarding the Development Plan elements related to design compatibility, environmental responsiveness, solar shading, connectivity and open spaces, and amended development standards to the building setback requirements, for a zoning district map amendment from Planned Neighborhood Center, Planned Community District (PNC PCD) to Planned Unit Development (PUD) to allow a mixed use center including 300 multi-family dwelling units and approximately 21,000 square feet of commercial floor area on a 7-acre site.

3308-3370, 3388 N. Hayden Road

Withey Morris, PLC

VICE CHAIR GUSHGARI MOVED TO CONTINUE CASE 15-ZN-2020 TO A DATE TO BE DETERMINED, 2ND BY BOARD MEMBER CRAIG. THE MOTION CARRIED IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI, BOARD MEMBERS CRAIG, JOYNER AND FAKIH WITH A VOTE OF SIX (6) TO ZERO (0), WITH BOARD MEMBER BRAND RECUSING,

ADJOURNMENT

With no further business to discuss, the regular meeting of the Development Review Board adjourned at 2:41 pm



**SCOTTSDALE DEVELOPMENT REVIEW BOARD
REMOTE ELECTRONIC MEETING
THURSDAY, MAY 6, 2021
*SUMMARIZED MEETING MINUTES***

PRESENT:

Solange Whitehead Councilmember
Renee Higgs, Planning Commissioner
Shakir Gushgari, Vice Chair
Michal Ann Joyner, Development Member
Jeff Brand, Design Member
Ali Fakhri, Development Member, attended electronically and remotely.
Board Member Fakhri left meeting at 3:45 pm.

ABSENT:

Doug Craig, Design Member

STAFF:

Brad Carr	Jeff Barnes
Joe Padilla	Katie Posler
Bryan Cluff	Chad Sharrard
Greg Bloemberg	Bronte Ibsen
Jesus Murillo	Karen Hemby
Doris McClay	Lorraine Castro

CALL TO ORDER

Councilmember Whitehead called the meeting of the Development Review Board to order at 1:02 PM.

ROLL CALL

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

ADMINISTRATIVE REPORT

1. Identify supplemental information, if any, related to May 6, 2021 Development Review Board agenda items, and other correspondence.

**NOTE OF ADDITIONAL PUBLIC COMMENT FOR ITEM #12, GREENBELT 88;
JOINT MEETING OF THE DEVELOPMENT REVIEW BOARD AND PLANNING
COMMISSION WILL BE POSTPONED TO A LATER DATE.**

* 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

PUBLIC COMMENT

2. Public Comment time is reserved for citizens to comment on non-agendized items that are within the Development review Board's jurisdiction. No official Development Review Board action can be taken on the items.

NO PUBLIC COMMENT RECEIVED.

MINUTES

3. Approval of the April 15, 2021 Development Review Board Regular Meeting Minutes.

BOARD MEMBER BRAND MOVED TO APPROVE THE APRIL 15, 2021 DEVELOPMENT REVIEW BOARD MEETING MINUTES AS PRESENTED, 2ND BY BOARD MEMBER JOYNER. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI, BOARD MEMBERS JOYNER, FAKIH AND BRAND WITH A VOTE OF SIX (6) TO ZERO (0).

CONSENT AGENDA

4. 50-DR-2011#2 (Quik Trip #1418I)
Request by applicant for approval of a site plan, landscape plan, and building elevations for a new 16-pump QuikTrip gasoline station and a 5,134 square feet convenience store on a +/-2.37-acre site with General Commercial (C-4) zoning.
8780 E. McDowell Road KDF Architectural Group, Architect
5. 10-DR-2020 (3413 N. Paiute Apartments)
Request by applicant for approval of the site plan, landscape plan, and building elevations for a new five-unit apartment development on a +/-0.24-acre site with Multiple-family Residential (R-5) zoning.
3413 N. Paiute Way Sundell Design, Architect/Designer
6. 19-DR-2020 (Comfort Suite – Addition)
Request for approval of the site plan, landscape plan, and building elevations for new a 9-room, 10,500 square foot addition to an existing 60-room hotel on a +/-1.32-acre site with Highway Commercial, Downtown Overlay (C-3 DO) zoning.
3275 N. Drinkwater Boulevard Valley Architecture, Inc., Architect
MOVED TO REGULAR AGENDA. MOTION BY BOARD MEMBER BRAND TO APPROVE 19-DR-2020 WITH A STIPULATION THAT THE APPLICANT WORK WITH THE ADJACENT PROPERTYT OWNER ADD SIGNAGE AND POSSIBLE COLORED PARKING STRIPING TO DESTINGUISH PARKING BETWEEN THE TWO PROPERTIES. 2ND BY COMMISSIONER HIGGS. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI, BOARD MEMBERS JOYNER, FAKIH AND BRAND WITH A VOTE OF SIX (6) TO ZERO (0).
7. 43-DR-2020 (9100 Legacy)
Request for approval of the site plan, landscape plan, and building elevations for a new commercial development, with approximately 19,600 square feet of commercial floor area, on a +/- 2.35-acre site with Planned Neighborhood Center, Planned Community Development (PNC PCD) zoning.
9100 E. Legacy Boulevard Arc One Associates, Architect

8. 1-DR-2021 (Raintree Drive Residential)

Request by applicant for approval of the site plan, landscape plan, and building elevations for a new 5-story residential development with 192 units and 218,419 square feet of building area on a +/- 3.12-acre site with Planned Community, Planned Airpark Core Development – Airpark Mixed Use Residential, Planned Shared Development overlay (P-C PCP-AMU-R PSD) zoning.

8555 E. Raintree Drive

ESG Architecture & Design, Architect

MOTION BY BOARD MEMBER BRAND TO APPROVE THE ITEMS ON THE CONSENT AGENDA, EXCEPTING ITEM #6, WITH A STIPULATION ON ITEM #5 FOR THE APPLICANT TO WORK WITH STAFF TO ADD A SITE WALL IN CHARACTER WITH THE SURROUNDING NEIGHBORHOOD, 2ND BY COMMISSIONER HIGGS. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI, BOARD MEMBERS JOYNER, FAKIH AND BRAND WITH A VOTE OF SIX (6) TO ZERO (0).

REGULAR AGENDA

9. 42-DR-2020 (7220 Retail/Office Redevelopment)

Request for approval of the site plan and building elevations for a new two-story retail and office development on a +/- 5575 sq. ft. site with Highway Commercial, Downtown Overlay (C-3 DO) zoning.

7220 E. 2nd Street

LEA Architects, LLC, Architect

MOTION BY VICE CHAIR GUSHGARI TO CONTINUE 42-DR-2020 TO A DATE TO BE DETERMINED, WITH DIRECTION TO THE APPLICANT TO WORK ON HOW THE BUILDING CAN TRANSITION TO THE HISTORICAL OLD TOWN BUILDINGS NORTH OF THE SITE, 2ND BY COUNCILWOMAN WHITEHEAD. THE MOTION CARRIED IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI, AND BOARD MEMBER JOYNER WITH A VOTE OF FOUR (4) TO ZERO (2), WITH BOARD MEMBER FAKIH AND BOARD MEMBER BRAND DISSENTING.

10. 25-DR-2020 (Maya Hotel)

Request for approval of the site plan, landscape plan and building elevations for a new, 163-room, 148,000 square foot hotel, and a temporary parking lot on the south side of Shoeman Lane across from the hotel site, on a +/- 0.29-acre site with Downtown/Downtown Multiple-Use, Type 3, Planned Block Development. Downtown Overlay (D/DMU-3 PBD DO) zoning.

7301 E. Indian Plaza

RSP Architects, Architect/Designer

MOTION BY BOARD MEMBER JOYNER TO APPROVE 25-DR-2020, 2ND BY VICE CHAIR GUSHGARI. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI AND BOARD MEMBER JOYNER WITH A VOTE OF FOUR (4) TO ZERO (0), WITH BOARD MEMBER FAKIH AND BOARD MEMBER BRAND RECUSING.

11. 16-ZN-2019 & 6-GP-2019 (District at 9200 Shea)

Pursuant to the requirements of the Planned Unit Development (PUD) zoning district, Zoning Ordinance Section 5.5003, the Development Review Board shall provide a recommendation to the Planning Commission and City Council regarding the Development Plan elements related to design compatibility, environmental responsiveness, solar shading, connectivity and open spaces, and amended development standards to the building setback requirements, for a zoning district map amendment from Commercial Office, Planned Community District (C-O PCD) and Highway Commercial, Planned Community District (C-3 PCD) to Planned Unit Development (PUD) to allow for a new, 219-unit multi-family residential development within a mixed use center on a +/- 11-acre site located on the south side of E. Shea Blvd east of N. 92nd Street.

9375 E. Shea Boulevard

Biltform Architecture Group, Architect

MOTION BY BOARD MEMBER BRAND TO RECOMMEND APPROVAL OF 16-ZN-2019 & 6-GP-2019 TO THE PLANNING COMMISSION AND CITY COUNCIL, 2ND BY BOARD MEMBER JOYNER. THE MOTION CARRIED UNANIMIOUSLY IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI, BOARD MEMBERS JOYNER AND BRAND WITH A VOTE OF FOUR (5) TO ZERO (0).

12. 15-ZN-2020 (Greenbelt 88)

Pursuant to the requirements of the Planned Unit Development (PUD) zoning district, Zoning Ordinance Section 5.5003, the Development Review Board shall provide a recommendation to the Planning Commission and City Council regarding the Development Plan elements related to design compatibility, environmental responsiveness, solar shading, connectivity and open spaces, and amended development standards to the building setback requirements, for a zoning district map amendment from Planned Neighborhood Center, Planned Community District (PNC PCD) to Planned Unit Development (PUD) to allow a mixed use center including 288 multi-family dwelling units and approximately 25,000 square feet of commercial floor area on a 7-acre site.

3308-3370, 3388 N. Hayden Road

Nelson Partners, Inc., Architect

MOTION BY COMMISSIONER HIGGS TO RECOMMEND APPROVAL OF 15-ZN-2019 TO THE PLANNING COMMISSION AND CITY COUNCIL, 2ND BY BOARD MEMBER JOYNER. THE MOTION CARRIED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER WHITEHEAD, COMMISSIONER HIGGS, VICE CHAIR GUSHGARI AND BOARD MEMBER JOYNER, WITH A VOTE OF FOUR (4) TO ZERO (0), WITH BOARD MEMBER BRAND RECUSING.

ADJOURNMENT

With no further business to discuss, the regular meeting of the Development Review Board adjourned at 5:05 PM.



Approved 6/23/2021 (BI)

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

WEDNESDAY, JUNE 9, 2021

*** SUMMARIZED MEETING MINUTES ***

PRESENT: Renee Higgs, Chair
Joe Young, Vice Chair
William Scarbrough, Commissioner
Barry Graham, Commissioner
George Ertel, Commissioner
Christian Serena, Commissioner
Barney Gonzales, Commissioner

ABSENT:

STAFF: Tim Curtis
Joe Padilla
Jeff Barnes
Bryan Cluff
Bronte Ibsen
Karen Hemby
Nicole Garcia
Jeff Ruenger

CALL TO ORDER

Chair Higgs called the regular session of the Scottsdale Planning Commission to order at 5:00 p.m.

ROLL CALL

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

MINUTES REVIEW AND APPROVAL

1. Approval of May 26, 2021 Regular Meeting Minutes.

Commissioner Scarbrough moved to approve the May 26, 2021 regular meeting minutes. Seconded by Vice Chair Young, the motion carried unanimously with a vote of seven (7) to zero (0).

* 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. [1-UP-2021 \(Christian Brothers Automotive\)](#)

Request for approval of a Conditional Use Permit to allow for Vehicle Repair on a +/- 1.05-acre site with Central Business (C-2) zoning, located at 8700 E. Thomas Road. Staff contact person is Jeff Barnes, 480-312-2376. **Applicant contact person is Jeffrey Rybarczyk P.E., (480) 559-8368.**

Item No. 2; Recommended City Council approve case 1-UP-2021 by a vote of 7-0, per the staff recommended stipulations, based upon the finding that the Conditional Use Permit criteria have been met. Motion by Commissioner Scarbrough, 2nd by Commissioner Ertel.

The motion carried with a vote of seven (7) to zero (0); by Chair Higgs, Vice Chair Young, Commissioner Scarbrough, Commissioner Graham, Commissioner Ertel, Commissioner Serena, and Commissioner Gonzales.

REGULAR AGENDA

3. [15-ZN-2020 \(Greenbelt 88\)](#)

Request by owner for a zoning district map amendment from Planned Neighborhood Center Planned Community District (PNC PCD) to Planned Unit Development (PUD), including a development plan for a mixed-use center including 288 multi-family dwelling units and approximately 25,000 square feet of commercial floor area on a 7-acre site located at 3308 - 3370, 3388 N. Hayden Road. Staff contact person is Bryan Cluff, 480-312-2258. **Applicant contact person is George Pasquel III, 602-230-0600.**

Item No. 3; Continued to a Planning Commission hearing date to be determined by a vote of 4-3; Motion by Commissioner Serena, 2nd by Commissioner Gonzales.

The motion carried with a vote of four (4) to three (3); with Chair Higgs, Commissioner Graham, Commissioner Serena, and Commissioner Gonzales voting in favor, and Vice Chair Young, Commissioner Scarbrough, and Commissioner Ertel dissenting.

ADJOURNMENT

With no further business to discuss, the regular session of the Planning Commission adjourned at 8:45 p.m.



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

WEDNESDAY, AUGUST 25, 2021

***SUMMARIZED MEETING MINUTES ***

PRESENT: Renee Higgs, Chair
Joe Young, Vice Chair
William Scarbrough, Commissioner
Barry Graham, Commissioner
George Ertel, Commissioner
Christian Serena, Commissioner
Barney Gonzales, Commissioner

ABSENT:

STAFF: Tim Curtis
Joe Padilla
Bryan Cluff
Nicole Garcia
Karen Hemby
Lorraine Castro
Jeffrey Ruenger
Bronte Ibsen

CALL TO ORDER

Chair Higgs called the regular session of the Scottsdale Planning Commission to order at 5:00 p.m.

ROLL CALL

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

MINUTES REVIEW AND APPROVAL

1. Approval of August 11, 2021 Regular Meeting Minutes including Study Session.

Commissioner Ertel moved to approve the August 11, 2021 regular meeting minutes. Seconded by Commissioner Scarbrough, the motion carried unanimously with a vote of seven (7) to zero (0).

* 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"

The motion carried with a vote of seven (7) to zero (0); by Chair Higgs, Vice Chair Young, Commissioner Scarbrough, Commissioner Gonzales, and Commissioner Ertel, Commissioner Serena, and Commissioner Graham.

CONSENT AGENDA

2. [8-UP-2021 \(Curaleaf Scottsdale\)](#)

Request by owner for a Conditional Use Permit for a Marijuana Use (dispensary) in a +/- 7,706 square foot space at 16277 N Greenway-Hayden Loop, on a +/- 1.92-acre site with Industrial Park (I-1) district zoning.

Staff contact person is Bryan Cluff, 480-312-2258.

Applicant contact person is Michelle Green, (602) 340-0900.

Item No. 2; Recommended City Council approve case 8-UP-2021 by a vote of 5-2 per the staff recommended stipulations based upon the finding that the Conditional Use Permit criteria have been met. Motion by Commissioner Scarbrough, 2nd by Vice Chair young with Commissioner Serena and Commissioner Graham dissenting.

The motion carried with a vote of five (5) to two (2); with Chair Higgs, Vice Chair Young, Commissioner Scarbrough, Commissioner Gonzales, and Commissioner Ertel voting in favor, and Commissioner Serena, and Commissioner Graham dissenting.

REGULAR AGENDA

3. [15-ZN-2020 \(Greenbelt 88\)](#)

Request by owner for a Zoning District Map Amendment from Planned Neighborhood Center Planned Community District (PNC PCD) to Planned Unit Development (PUD), including a development plan with amended development standards for building setbacks for a mixed-use center including 278 multi-family dwelling units and approximately 25,000 square feet of commercial floor area on a +/- 7-acre site located at 3308 - 3370, 3388 N. Hayden Road.

Staff contact person is Bryan Cluff, 480-312-2258.

Applicant contact person is George Pasquel III, 602-230-0600.

Item No. 3; Recommended City Council approve case 15-ZN-2020 by a vote of 4-3 per the staff recommended stipulations, after determining that the PUD criteria have been met and the proposed Zoning District Map Amendment, Development Plan and Amended Development Standards are consistent and conform with the adopted General Plan. Motion by Commissioner Scarbrough, 2nd by Commissioner Ertel with Commissioner Gonzales, Commissioner Serena, and Commissioner Graham Dissenting.

The motion carried with a vote of four (4) to three (3); with Chair Higgs, Vice Chair Young, Commissioner Scarbrough, and Commissioner Ertel voting in favor, and Commissioner Gonzales, Commissioner Serena, and Commissioner Graham dissenting.

Request to Speak Cards: John Faramelli, Donald Creedon, Angela Schafroth, Anthony Leavy, Alisa Bierman, Paula Sturgeon, Louise Lamb, Travis Junion, Margaret Creedon, Brian Guerrero,

* 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"

Raoul Zubia, Dana Close, Angela Underwood, Jake Mathie, Jason Alexander, and Jan Vuichich.

Written Comment Card: Betty Becker

ADJOURNMENT

With no further business to discuss, the regular session of the Planning Commission adjourned at 8:02 p.m.



Greenbelt 88

15-ZN-2020

City Council
February 8, 2022

Coordinator: Bryan Cluff

Request

1. Adopt Ordinance No. 4522 approving a Zoning District Map Amendment from Planned Neighborhood Center Planned Community District (PNC PCD) to Planned Unit Development (PUD), including a development plan with amended development standards for building setbacks for a mixed-use center including 238 multi-family dwelling units and approximately 29,000 square feet of non-residential floor area on a +/- 7-acre site located at 3308 - 3370, 3388 N. Hayden Road.
 - PUD Criteria
 - Amended Development Standards
2. Adopt Resolution No. 12281, declaring “Greenbelt 88 Development Plan” a public record.
3. Adopt Resolution No. 12284, authorizing “Greenbelt 88 Conditional Zoning & Reversion Agreement” Contract No. 2021-154-COS.



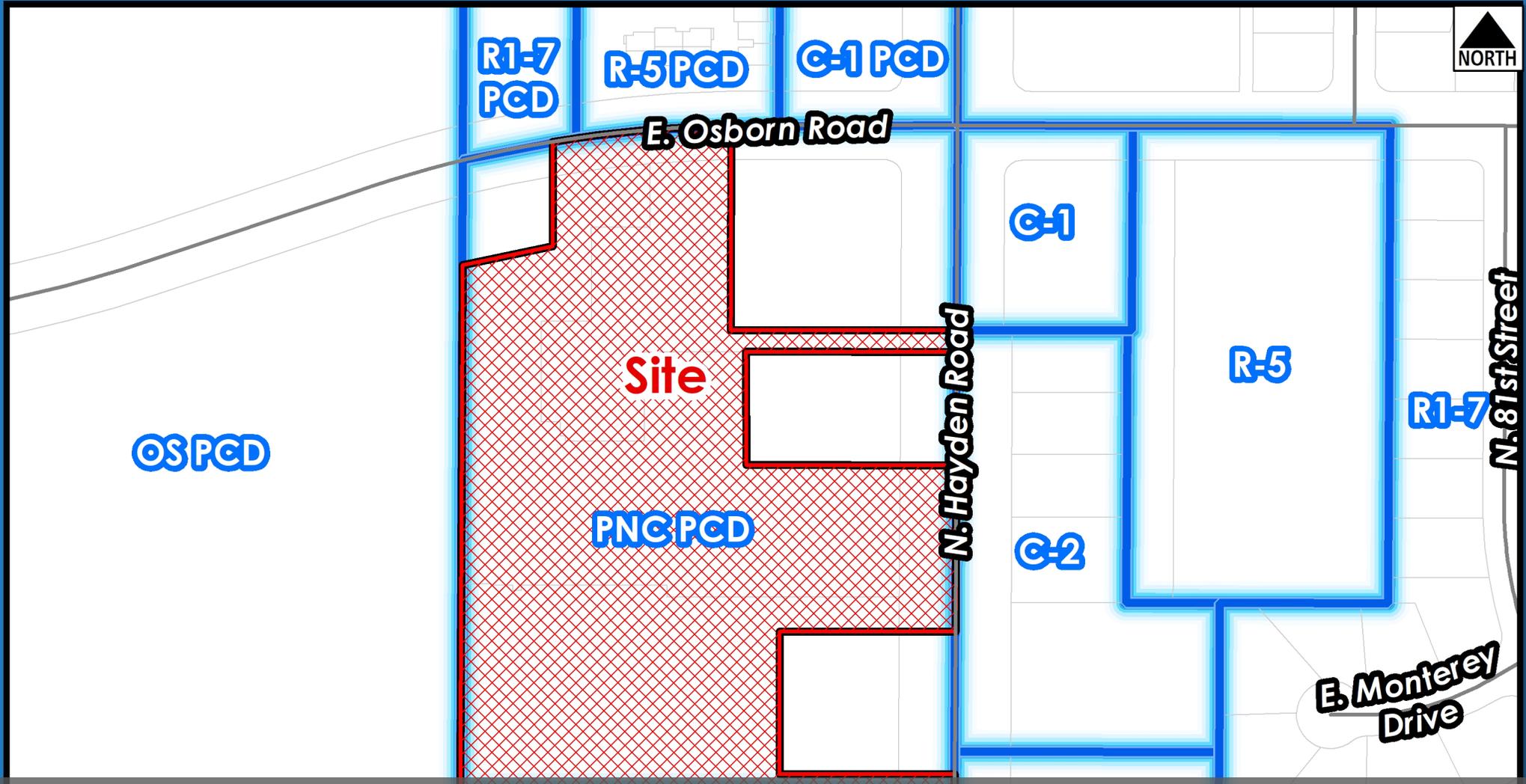
Context Aerial

15-ZN-2020



Detail Aerial

15-ZN-2020

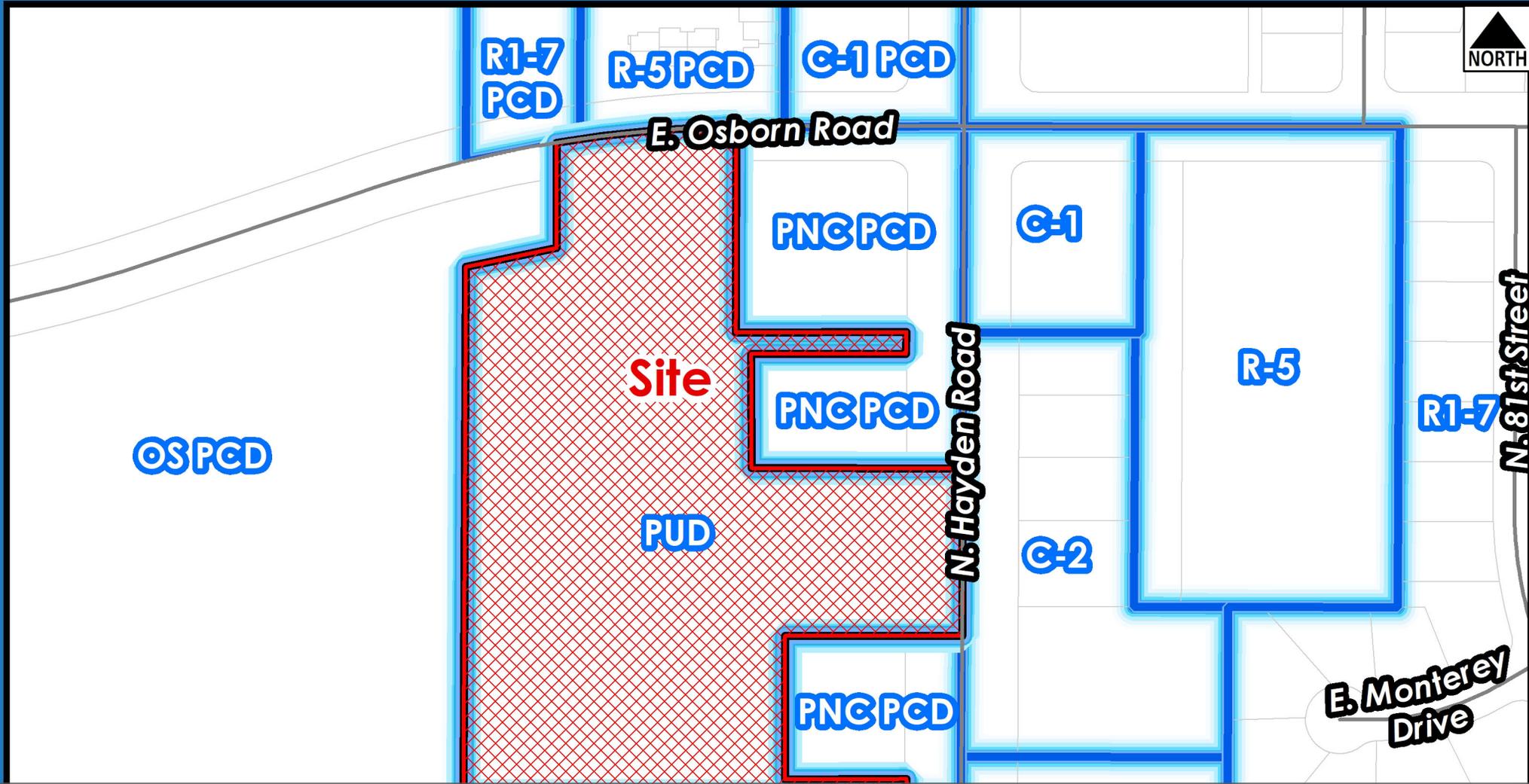


Existing Zoning

C-O PCD

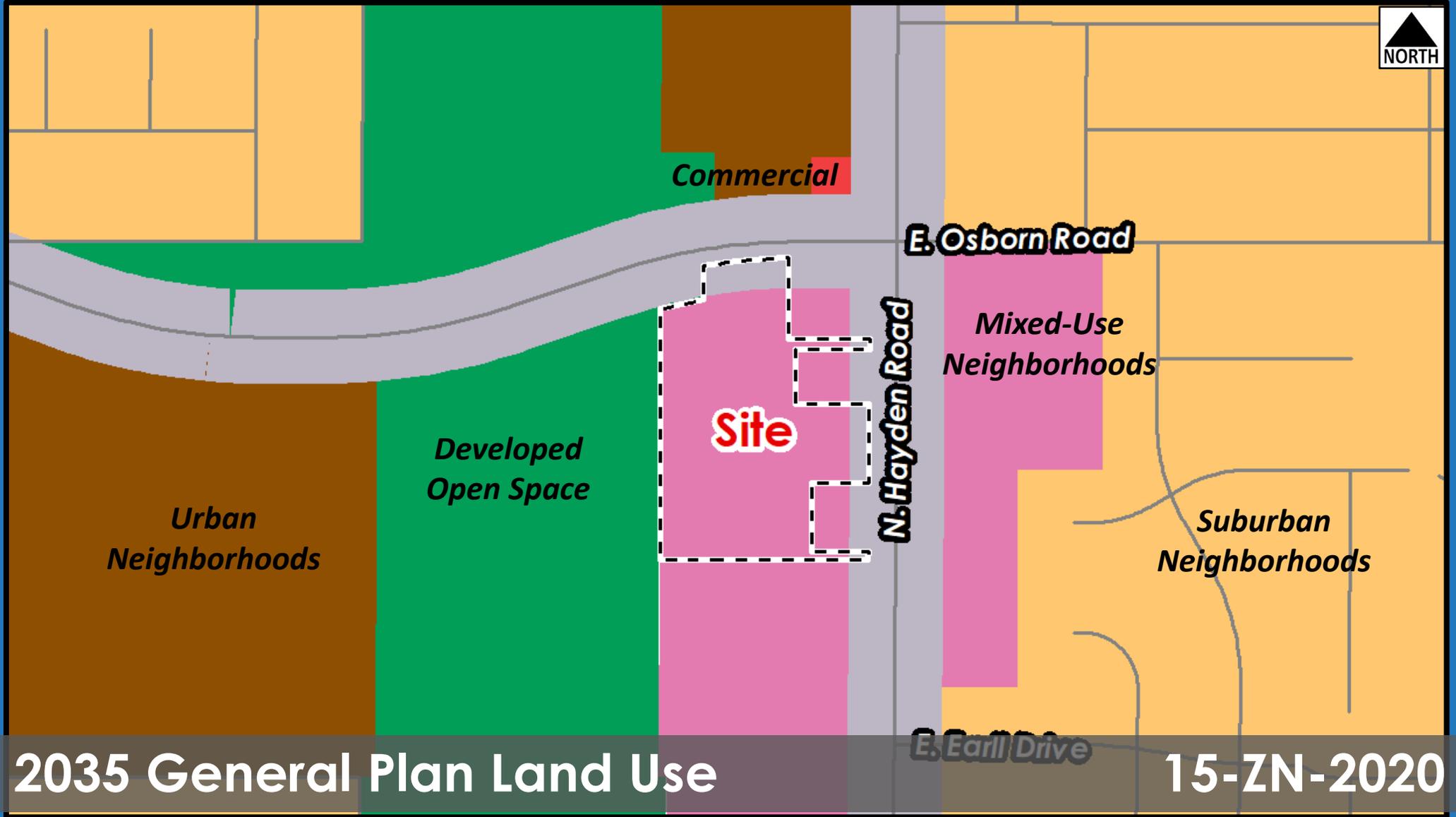
C-1

15-ZN-2020



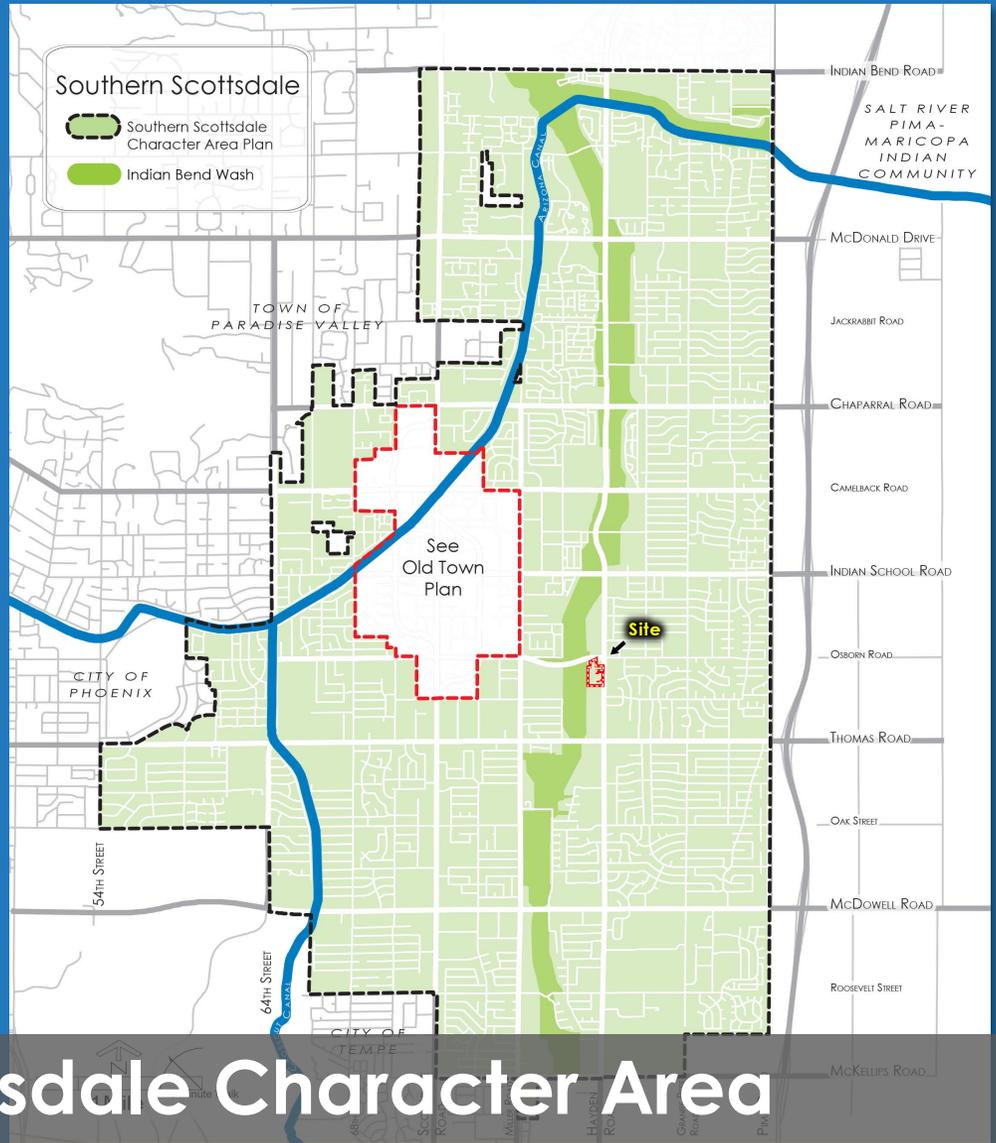
Proposed Zoning

15-ZN-2020



2035 General Plan Land Use

15-ZN-2020



Southern Scottsdale Character Area

15-ZN-2020

Updates to the Application

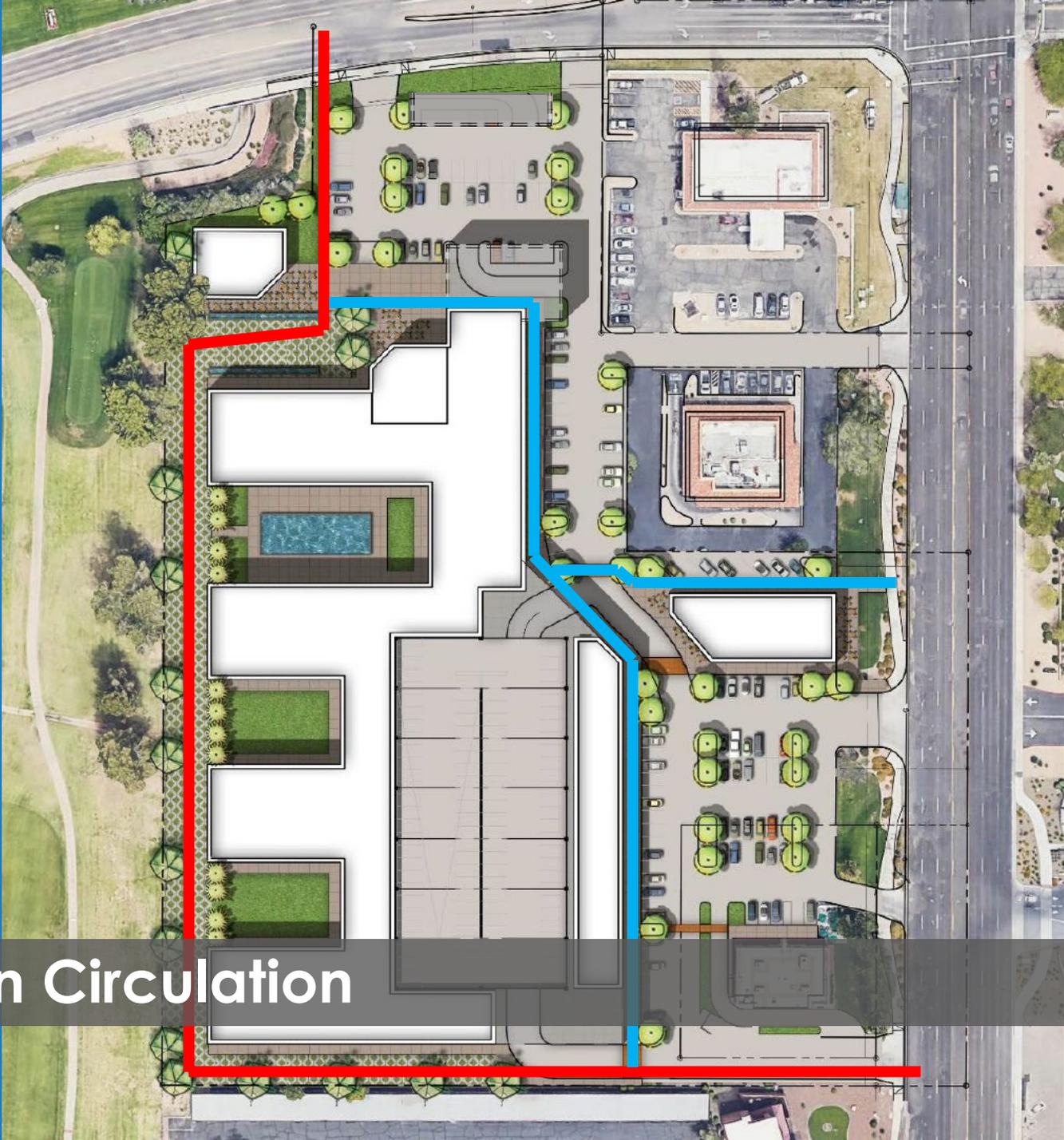
- Additional neighborhood outreach
- Reduced number of units from 278 to 238 (34 du/ac)
- Adjusted massing adjacent to the north, west, and east sides by removing units and pulling back upper floor
- Reduced building height from 48' (plus 10' mech.) to 45' (plus 5' mech.)
- Increase commercial with flex space (25,000 to 29,000)
- Workforce housing (8 units)



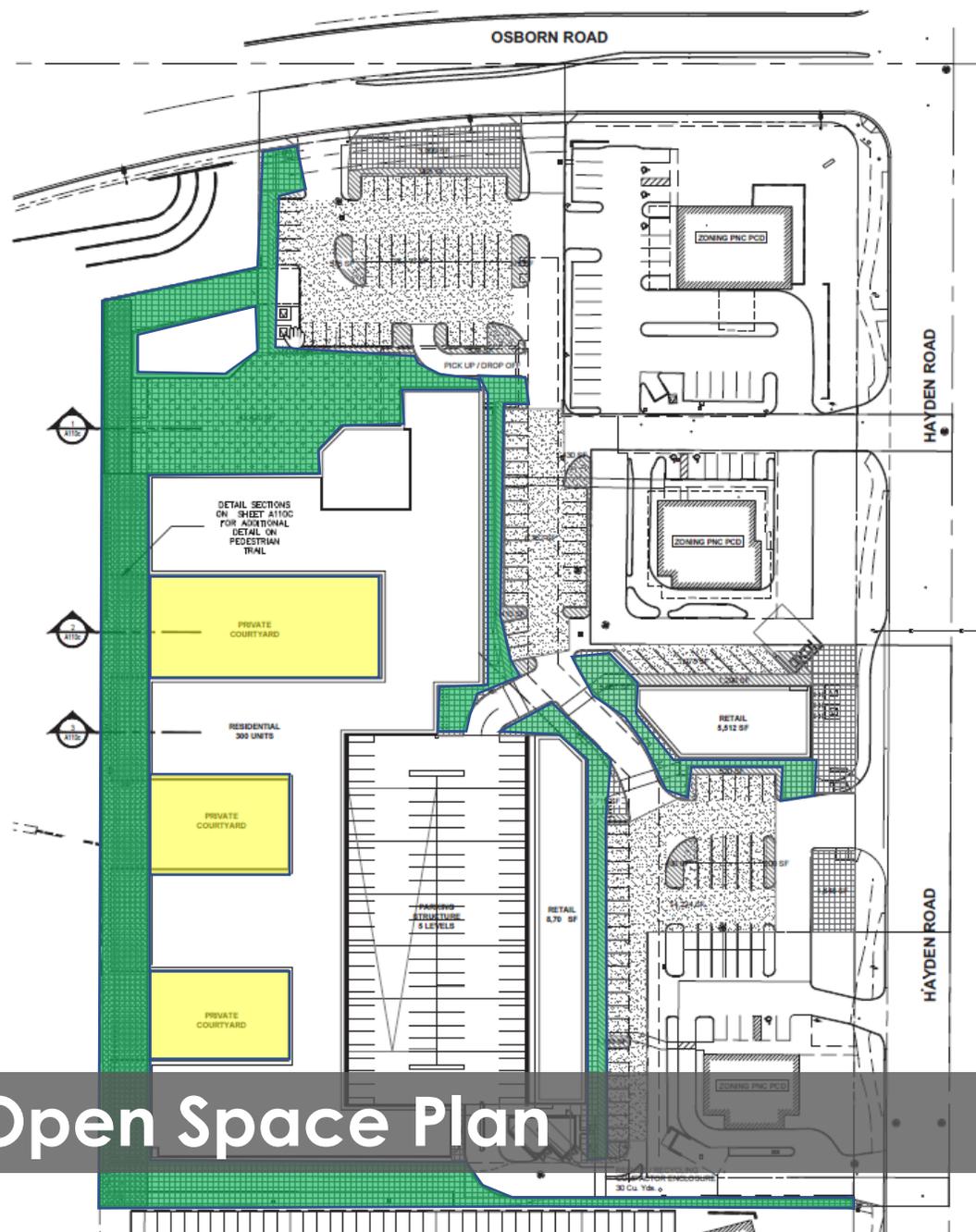
Conceptual Site Plan



-  Pedestrian Access Route
-  Pedestrian Access With Public License



Pedestrian Circulation



TABULATIONS

REQUIRED OPEN SPACE :

PER ZONING 5.5005.1.2 =
 MAX REQ = GROSS LOT x 0.1
 MAX REQUIRED = 304,940 x .01 = **30,494 S.F.**

OPEN SPACE PROVIDED :
 (NOT INCLUDING PARKING
 LOT LANDSCAPING) **80,174 S.F.**

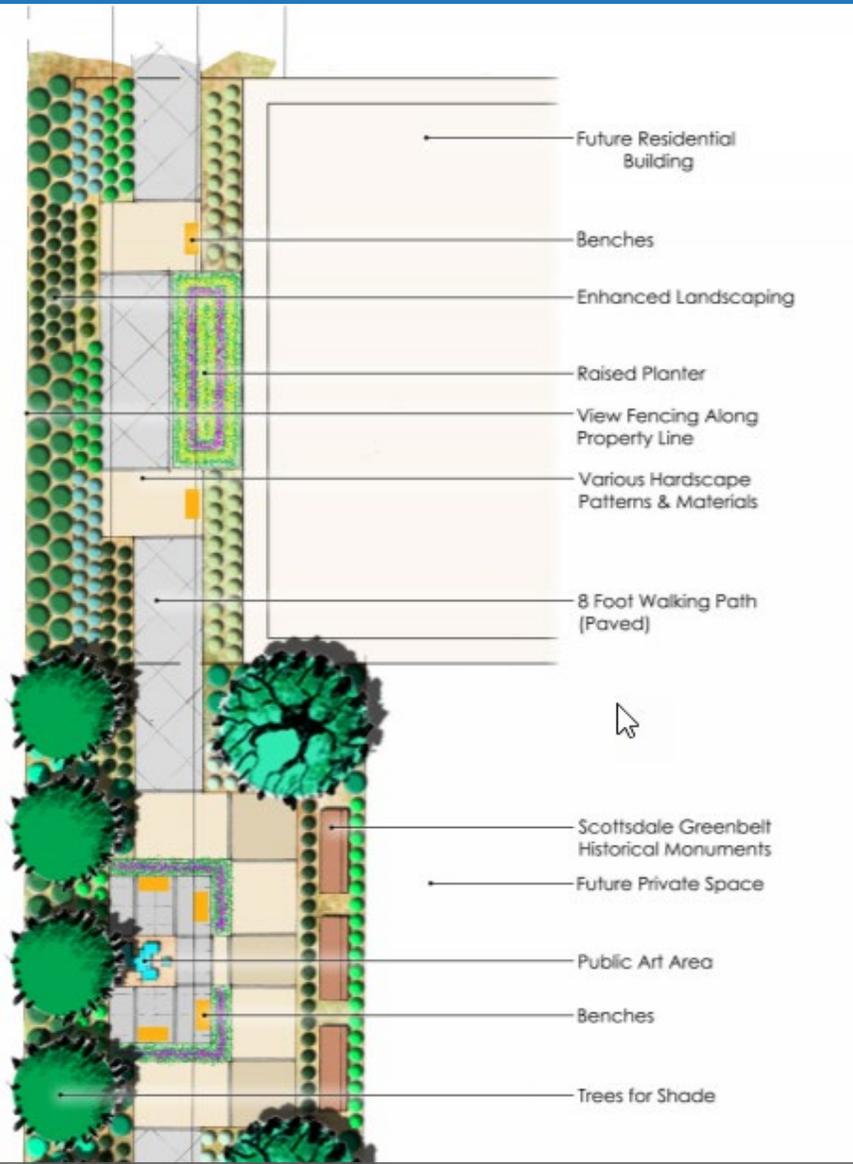
**30,494 REQUIRED <
 80,174 PROVIDED**

PARKING LOT
 LANDSCAPING REQUIRED
 PARKING LOT AREA x 15%
 40,672 x 0.15 = **6,100.8 S.F.**

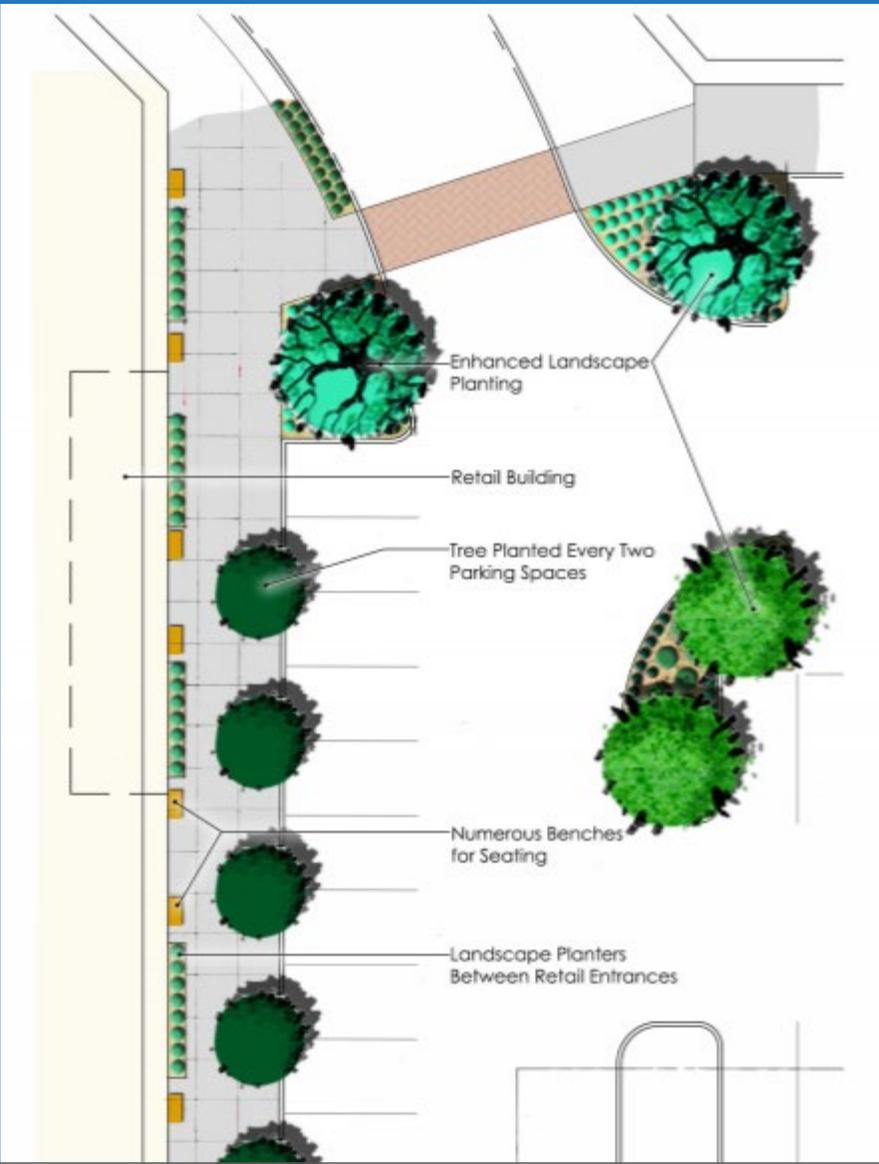
PARKING LOT LANDSCAPING
 PROVIDED = **9,446 S.F.**

**6,100.8 REQUIRED <
 9,446 PROVIDED**

Open Space Plan



GREENBELT 88
WESTERN PASEO CONCEPTUAL PLAN
Date: April, 2021



GREENBELT 88
RETAIL FRONTAGE CONCEPTUAL PLAN
Date: April, 2021

Conceptual Landscape Plan



Conceptual Landscape Plan

GREENBELT 88 PUBLIC PLAZA CONCEPTUAL PLAN



04 WEST ELEVATION
SCALE: 1" = 20' REF:



03 SOUTH ELEVATION
SCALE: 1" = 20' REF:



02 EAST ELEVATION
SCALE: 1" = 20' REF:



01 NORTH ELEVATION
SCALE: 1" = 20' REF:

PRELIMINARY
NOT FOR
CONSTRUCTION
OR
RECORDING

Greenbelt 88
N Hayden Rd and E Osborn Rd
Scottsdale, AZ 85251

Date
JANUARY 10, 2022

PRE-APP # ZONING # DRB #

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Project No.

319079

A106A
COLORED
ELEVATIONS

Conceptual Building Elevations



112' Average

166' Average

Amended Standards

Amended Standards

- To allow greater setback along Hayden and Osborn Roads.

Street Frontage and Use	Minimum Setback Required / Proposed	Average Setback Required / Proposed
Hayden Road w/ retail and commercial on ground floor	28 feet / No change	32 feet / 166 feet
Hayden Road w/ residential on first floor	34 feet / No change	40 feet / 166 feet
Osborn Road w/ retail and commercial on ground floor	23 feet / No change	28 -feet / 112 feet

Development Agreement

- Key Terms

- Zoning reversion if construction not commences within 5.5 years
- Limitation on “flex” space
- Subletting / condo plat
- Workforce housing (8 units)
- Public walkway license

Public Outreach

- Applicant Sponsored Open Houses
 - August 26, 2020
 - September 24, 2020
 - March 8, 2021
 - July 15, 2021 and July 16, 2021
- City and Applicant Notifications (mailings)
- Planning & Zoning E-Newsletter, Social Media
- Hundreds of public comments received in favor and opposition

Other Board's & Commissions

Development Review Board

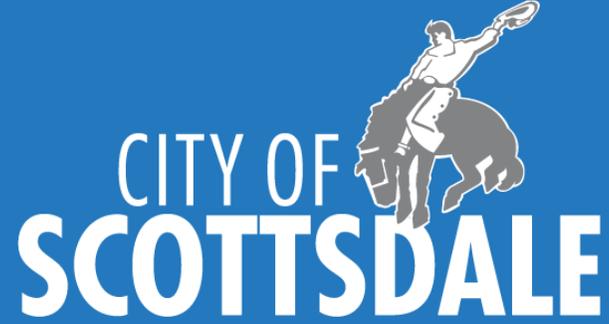
- March 18, 2021 Continued by the Development Review Board with a vote of 6-0.
 - Density, open space, pedestrian connectivity, landscaping, traffic.
- May 6, 2021 Recommended for approval by the Development Review Board with a vote of 4-0.

Planning Commission

- June 9, 2021 Continued by the Planning Commission (4-3)
 - Density, Height, Massing, Traffic, Architectural Quality
- August 25, 2021 Recommended for approval by the Planning Commission with a vote of 4-3.

Request

1. Adopt Ordinance No. 4522 approving a Zoning District Map Amendment from Planned Neighborhood Center Planned Community District (PNC PCD) to Planned Unit Development (PUD), including a development plan with amended development standards for building setbacks for a mixed-use center including 238 multi-family dwelling units and approximately 29,000 square feet of non-residential floor area on a +/- 7-acre site located at 3308 - 3370, 3388 N. Hayden Road.
 - PUD Criteria
 - Amended Development Standards
2. Adopt Resolution No. 12281, declaring “Greenbelt 88 Development Plan” a public record.
3. Adopt Resolution No. 12284, authorizing “Greenbelt 88 Conditional Zoning & Reversion Agreement” Contract No. 2021-154-COS.



Greenbelt 88

15-ZN-2020

**City Council
February 8, 2022**

Coordinator: Bryan Cluff