

CITY COUNCIL REPORT



Meeting Date: September 13, 2022
 General Plan Element: *Land Use*
 General Plan Goal: *Create a sense of community through land uses*

ACTION

The Osborn Residential Health Care Facility 1-ZN-2014#2 & 17-UP-2021

Request to consider the following:

1. Adopt Ordinance No. 4560 approving a Zoning District Map Amendment to amend an existing development plan and zoning stipulations (1-ZN-2014) to allow for development of a residential healthcare facility with 247 units/beds including both minimal and specialized care, and approximately 9,900 square feet of commercial space, and 8 feet of bonus height on a +/- 3.59 gross acre site with Downtown/ Downtown Multiple Use Type-2 Planned Block Development Downtown Overlay (D/DMU-2 PBD DO) zoning located at 3380 N Scottsdale Road.
2. Adopt Resolution No. 12589, declaring "The Osborn Residential Health Care Facility" Development Plan a public record.
3. Adopt Resolution No. 12570 approving a Conditional Use Permit for a residential healthcare facility with +/- 247 units/beds including both minimal and specialized care on a +/- 3.59 gross acre site with Downtown/ Downtown Multiple Use Type-2 Planned Block Development Downtown Overlay (D/DMU-2 PBD DO) zoning located at 3380 N Scottsdale Road.
4. Adopt Resolution No. 12580, authorizing "The Osborn Residential Health Care Facility Conditional Zoning & Reversion Agreement" Contract No. 2022-137-COS.

Goal/Purpose of Request

The applicant's request is to redevelop the site with a residential healthcare facility in a mixed-use format.

Key Items for Consideration

- Conformance with Planned Block Development Overlay Criteria
- Old Town Scottsdale Urban Design and Architectural Guidelines
- Conditional Use Permit Criteria
- The Development Review Board recommended approval at their June 16, 2022 meeting, with a vote of 6-0.

- The Planning Commission heard this case on August 24, 2022 and recommended approval with a 7-0 vote.

OWNER

N and D Restaurant, Inc.

APPLICANT CONTACT

Berry Riddell
John Berry
480-385-2727

LOCATION

3380 N Scottsdale Rd



BACKGROUND

General Plan

The City of Scottsdale General Plan 2035 Future Land Use Map designates the property as Mixed-Use Neighborhoods, areas of the city that focus on human-scale development and are located in areas with strong access to multiple modes of transportation and major regional services. These areas accommodate higher-density housing combined with complementary office or retail uses. Mixed-Use Neighborhoods are most suitable near and within Growth and Activity Areas – the subject property is located within the General Plan designated, Old Town Growth Area. Growth Areas are specific locations within the community that are most appropriate for the highest intensity of development, and will best accommodate future growth, new development, revitalization, and redevelopment. The Old Town Growth Area includes a collection of interconnected, mixed-use districts and denotes locations for some of the greatest development intensity within the community.

Character Area Plan

The subject property is located within the boundary of the Old Town Scottsdale Character Area Plan (OTSCAP), a policy document that guides growth and development decisions for Scottsdale's Old Town area. The site is designated as Downtown Multiple Use, within a Type 2 Development Type, and located within the OTSCAP designated Garden District. Multiple Use areas provide a mix of activities through the development of mutually supportive land uses. Type 2 areas support intermediate, higher scale development within Old Town. The Garden District is generally defined as an area within Old Town that includes mid-century apartments and condos, new multifamily housing, and restaurants and service-oriented businesses that serve district residents and visitors.

The subject site is adjacent to the Old Town boundary to the west, where new development and redevelopment should transition in scale, height, and intensity from the surrounding Southern Scottsdale areas.

Zoning

The site was annexed into the City in 1965 (Ord. #273) and zoned to the Highway Commercial (C-3) zoning designation. In 2003 the City Council adopted Ord. 3521 applying the Downtown Overlay (DO) over the downtown area, including the subject site. In 2015, the City Council adopted Ordinance 4188 approving a zoning district map amendment changing the zoning to the current designation of Downtown/ Downtown Multiple Use Type-2 Planned Block Development Downtown Overlay (D/DMU-2 PBD DO) and approving a Development Plan for a mixed-use development. The south portion of the 2015 Development Plan has been developed as multi-family residential (The Carter). Although the subject site (north portion) was included within the 2015 Development Plan, no specific improvements were proposed for the north portion as it was anticipated it would return for further review as an amendment to the plan at a future date.

Context

The subject property is located at the southwest corner of E. Osborn Road and N. Scottsdale Road and is surrounded by a variety of uses including restaurant, hospitality, service, automotive, retail and multi-family residential uses.

Adjacent Uses and Zoning

North: 4-story condominiums constructed in 2006, zoned Downtown Office Commercial Type-2 Planned Block Development Downtown Overlay (D/OC-2 PBD DO) and single-story retail (Walgreens) constructed in the early 1990's, zoned Highway Commercial Downtown Overlay (C-3 DO).

East: Single-story gas station and restaurant, constructed in the 1970's

South: 5-story multi-family residential, constructed in 2017, zoned Highway Commercial Downtown Overlay (C-3 DO).

West: Single-story place of worship, constructed in the 1970's, zoned Multiple-family Residential (R-5).

Other Related Policies, References:

Scottsdale General Plan 2035, as amended
Old Town Scottsdale Character Area Plan
Zoning Ordinance
Old Town Urban Design + Architectural Guidelines
1-ZN-2014: Existing entitlements and development plan.

APPLICANT'S PROPOSAL

Development Information

The applicant is requesting approval of a zoning district map amendment to amend a portion of an existing Development Plan and zoning stipulations (1-ZN-2014) to allow for development of a residential healthcare facility with 247 beds/units including both minimal care, specialized care, independent living, and approximately 9,900 square feet of commercial space. The request proposes 74 feet of building height, requiring 8 feet of bonus height. The proposal includes demolition of the existing Olive Garden building and site improvements to allow construction of the new development.

This request does not change the Development Plan or stipulations that are applicable to the rest of the PBD area (south portion already developed).

Vehicular access is provided to the at-grade parking garage with one (1) driveway off E. Osborn Road and another driveway off N. 71st Street. There is a second level of parking below grade. New 8-foot-wide sidewalks will be provided along all street frontages, and an enhanced pedestrian paseo and open space corridor is proposed along the southern border of the development which will supplement the existing mid-block pedestrian connection north of the development to the south (The Carter).

The proposed building is broken into two main masses with 5-stories on the west side of the property (71st Street) and 6-stories on the east (Scottsdale Road). The building height steps away from the west to east accommodating the required building stepback requirements adjacent to the Old Town Boundary. The development complies with all required building setback and stepback requirements as approved with the previous development plan (1-ZN-2014). The request includes an increase in building height from 66 feet to 74 feet by utilizing the bonus provisions of the Planned Block Development District. Other than the increase in building height, there are no amendments proposed to the existing development standards.

• Existing Use:	Restaurant
• Proposed Use:	Residential Health Care Facility
• Parcel Size:	156,380 square feet / 3.59 acre (gross) 112,230 square feet / 2.58 acre (net)
• Residential Building Area:	260,176 square feet
• Commercial Building Area:	9,929 square feet
• Total Building Area:	270,105 square feet
• Floor Area Ratio Allowed:	1.4 For overall PBD (539,700 per 1-ZN-2014)
• Floor Area Ratio Provided:	0.7 For overall PBD
• Building Height Allowed:	66 feet (inclusive of rooftop appurtenances)
• Building Height Proposed:	74 feet (inclusive of rooftop appurtenances w/ bonus)
• Parking Required:	279 spaces
• Parking Provided:	338 spaces
• Open Space Required:	None
• Open Space Provided:	20,905 square feet / 0.48 acres
• Number of Dwelling Units Allowed:	68 units (per 1-ZN-2014)
• Number of Dwelling Units Proposed:	0 units (247 Residential Healthcare Units)

IMPACT ANALYSIS

Land Use

The General Plan 2035 designates the entirety of Old Town as Mixed-Use Neighborhoods, areas encouraged to include higher density housing combined with office, retail, and other uses. The plan supports redevelopment that maintains a balance of land uses in mixed-use neighborhoods and

Growth Areas to support a jobs/housing balance (Land Use Element Goal LU 3 and Policy LU 3.2; Conservation, Rehabilitation, & Redevelopment Element Goal CRR 2; and, Growth Areas Element Policy GA 5.4). Further, the Old Town Scottsdale Character Area Plan (OTSCAP) encourages redevelopment and infill that strengthens the Old Town's mix of uses and activities through mutually supportive land uses (OTSCAP Policy LU 2.3).

The existing zoning designation of Downtown / Downtown Multiple Use – Type 2 Planned Block Development Overlay Downtown Overlay (D/DMU-2 PBD DO) will be maintained through this request and allows for the proposed residential health care, subject to a Conditional Use Permit, and is consistent with the General Plan and Old Town Plan. The applicant's proposal for redevelopment includes a residential healthcare facility with 247 beds including both minimal care, specialized care, independent living, and approximately 9,900 square feet of commercial space. Accordingly, the proposal would bring a redevelopment of an existing, underutilized site within the Old Town boundary, assisting in provision of additional residential opportunities within the Old Town area to support existing service, retail, and restaurant uses in the surrounding area. The proximity to the HonorHealth campus and other commercial uses in the area will offer a convenient context for seniors to "age in place" (General Plan Housing Element Goal H 3).

PBD Criteria

In accordance with Section 6.1304.B. of the Zoning Ordinance, the Planning Commission shall make a recommendation to the City Council regarding the proposed Development Plan based on the following criteria:

1. Standard criteria:

- a. The proposed development supports the Land Use elements of General Plan and the Downtown Plan.
 - The Land Use Element of General Plan 2035 designates the site as Mixed-Use Neighborhoods, and the Old Town Scottsdale Character Area Plan designates the site as Downtown Multiple Use Type 2. These categories include higher density residential, office and retail uses. The proposed Zoning District Map Amendment and the associated Development Plan (Exhibit 1 to Attachment 3) conform to such and include a residential healthcare facility and approximately 9,900 square feet of commercial space – maintaining an integrated balance of land uses (GP Goal LU 3).
 - The proposed development plan includes context appropriate land use patterns that integrate with the existing Carter multifamily development to the south (GP Goal LU 4) and include a mixture of housing and employment options (GP Policy LU 3.2; and OTSCAP Policy LU 1.1 and Goals LU 5 and LU 6).
 - The proposed development plan is consistent with both the General Plan and the Old Town Scottsdale Character Area Plan goals and policies that pertain to land uses, scale, and intensity of the surrounding developments (GP Goal LU 2 and Policies LU 1.3 and LU 5.2; and OTSCAP Policies LU 2.1, LU 3.2).
 - The proposed development will add to the concentration of a variety of uses and utilizes and upgrades existing infrastructure (GP Policy LU 3.2; and OTSCAP Policies LU 1.2 and LU 6.3).

2. Criteria to add land uses to Table 5.3005.D., Land Uses for Each Sub-district of the Downtown District:
 - Criterion 2 pertains to adding additional land uses to Table 5.3005.D., Land Uses for Each Sub-district of the Downtown District. The proposed Development Plan does not include adding any additional land uses; therefore, this criterion is not applicable.
3. Criteria to achieve bonus(es):
 - Criterion 3 pertains to obtaining development standard bonuses for building height, gross floor area, and density. The proposed Development Plan includes a request for bonus height of eight (8) feet. In accordance with the zoning ordinance requirements for bonus development standards, the requested bonus height equates to a special improvement contribution requirement of approximately \$112,848. The applicant is proposing to satisfy this requirement through an in-lieu payment into the City's Downtown Special Improvement Fund.

The Planning Commission heard this case on August 24, 2022 and recommended approval with a 7-0 vote.

Development Review Board Criteria (PBD)

In addition to the above criteria, the Development Review Board made a recommendation of approval based on specific PBD design criteria, including the Old Town Scottsdale Urban Design and Architectural Guidelines. Please refer to Attachment 10 for a summary of the Development Review Board criteria.

Conditional Use Permit

Conditional Use Permits, which may be revocable, conditional, or valid for a specified time period, may be granted only when expressly permitted after the Planning Commission has made a recommendation and City Council has found as follows:

- A. That the granting of such Conditional Use Permit will not be materially detrimental to the public health, safety or welfare. In reaching this conclusion, the Planning Commission and the City Council's consideration shall include, but not be limited to, the following factors:
 1. Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination.
 - **The proposed use will not generate noise, smoke, odor, dust or vibration. Proposed exterior lighting is focused on the pedestrian and consistent with the surrounding area. No damage or nuisance from noise, smoke, odor, dust, vibration or illumination is anticipated.**
 2. Impact on surrounding areas resulting from an unusual volume or character of traffic.
 - **The zoning application included a Traffic Impact and Mitigation Analysis (TIMA) that has been accepted by the City's Transportation Division. A portion of the proposed facility will be dedicated to specialized care occupied by residents that will not need access to a vehicle, mitigating the potential for traffic and/or parking to affect the surrounding neighborhood. No impacts from unusual traffic volume or character of traffic are anticipated. Parking for the proposed site requires 279 spaces, 338 space are provided.**

- B. The characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas.
- **The proposed use is on a major arterial and located in an urban area that includes higher scale multiple-family residential and other non-residential uses. There are no single-family homes or other sensitive uses nearby. The proposed land use, intensity, and density is reasonably compatible with the types of uses permitted in the surrounding areas.**
- C. The additional conditions specified in Section 1.403, as applicable, have been satisfied. The proposal meets the provisions for Residential Healthcare Facility as identified in Zoning Ordinance Section 1.403.P., including:
1. Minimum Gross lot area shall be one (1) acre.
 - **The subject site is 3.79 gross acres.**
 2. For specialized care, the number of beds per gross acre shall not exceed one hundred (100) per acre of gross lot area.
 - **The proposal includes 115 specialized beds, which is approximately 32 beds per gross acre.**
 3. For minimal care, the number of beds per gross acre shall not exceed fifty (50) per acre of gross lot area.
 - **The proposal includes 132 minimal care beds, which is approximately 37 care units per gross acre.**

Development Agreement

As part of this request, the applicant is entering into a development agreement (Contract No. 2022-137-COS) with the city. The proposed development agreement includes terms related to timing of construction, bonus development standards (height), and public access to the augmented paseo along the south boundary of the site.

Construction Timing

Per the terms of the agreement, if the developer does not commence construction within four (4) years of the effective date of the contract, the developer agrees that the zoning on the property will revert to the zoning that was previously on the property. Additionally, the developer has only three (3) years to reach completion of the underground parking garage as further detailed in the agreement.

Bonus Building Height

The proposed Development Plan includes a request for bonus height of eight (8) feet. In accordance with the zoning ordinance requirements for bonus development standards, the requested bonus height equates to a special improvement contribution requirement of approximately \$112,848. The applicant is proposing to satisfy this requirement through an in-lieu payment into the City's Downtown Special Improvement Fund.

Public Access

The development agreement includes the provision of a license agreement by the developer to grant public access to the enhanced pedestrian paseo and open space corridor that is proposed along the southern border of the development which will supplement the existing mid-block pedestrian connection north of the development to the south (The Carter).

Transportation/Trails

The Osborn Residential Health Care Facility is located on the south side of Osborn Road and west of Scottsdale Road, extending to 71st Street. Parking is provided within a 2-level structure with one level at grade and one below grade. Access to the parking is provided by 71st Street and Osborn Road, with the existing site driveway on Scottsdale Road being removed with the new development. The project provides an enhanced pedestrian path and public plaza space connecting Scottsdale Road and 71st Street along the southern boundary. The proposed development requires 279 parking spaces for the 247 units care facility and 9,900 square feet of commercial floor area. The developer is constructing 338 parking spaces to serve the development.

The proposed development is estimated to generate 1,406 weekday daily trips, 63 during the AM peak hour, and 131 trips during the PM peak hour. The existing traffic patterns around the site will generally remain the same, although there will be a slight increase in traffic on 71st Street, Osborn Road, and Scottsdale Road, especially in the p.m. peak hour.

Water/Sewer

The applicant provided Basis of Design reports for water and sewer, which have been accepted by the Water Resources Division. The City of Scottsdale is an Arizona Department of Water Resources designated provider with a 100 years Assured Water Supply and will supply water in accordance with City codes, ordinances, and the City's Drought Management Plan. All infrastructure upgrades necessary to serve this project will be completed by the applicant.

Fire/Police

The nearest fire station is within 1 mile of the site and located at 7522 E Indian School Road. The subject site is served by Police District 1, Beat 3. 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 Downtown zoning district does not require any open space. However, the development proposes to provide 22,788 square feet, or approximately 0.52 acre of ground level open space. About half of this open space is provided along N. 71st Street and E. Osborn Road, providing an open landscape setting for the building. The other half is provided as a public amenity along the south side of the development. This pedestrian path and public plaza space provide a connection between Scottsdale Road and 71st Street and includes enhanced landscaping, hardscaping, and other amenities including lighting, benches, and tables for public use.

Housing Cost

Approval of the zoning district map amendment and development plan proposed by the applicant enables the construction of more housing. 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.

Community Involvement

Staff has notified all property owners within 750 feet of the site. In addition, the applicant has been in communication with property owners surrounding the site and sent notifications to all property owners within 750 feet of the site. The applicant held an open house meeting on November 18, 2021. As of the publishing of this report, staff has not received any comments in opposition to the proposal. A letter of support and a petition of support representing 43 interested parties has been received and included in Attachment 13.

OTHER BOARDS & COMMISSIONS

Development Review Board

The Development Review Board heard this case on June 16, 2022 and recommended approval with a vote of 6-0.

Planning Commission

The Planning Commission heard this case on August 24, 2022 and recommended approval with a 7-0 vote.

Staff's Recommendation to Planning Commission

Staff recommended that the Planning Commission find that the Conditional Use Permit and Planned Block Development Overlay 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.

RECOMMENDATION

1. Adopt Ordinance No. 4560 approving a Zoning District Map Amendment to amend an existing development plan and zoning stipulations (1-ZN-2014) to allow for development of a residential healthcare facility with 247 units/beds including both minimal and specialized care, and approximately 9,900 square feet of commercial space, and 8 feet of bonus height on a +/- 3.59 gross acre site with Downtown/ Downtown Multiple Use Type-2 Planned Block Development Downtown Overlay (D/DMU-2 PBD DO) zoning located at 3380 N Scottsdale Road.
2. Adopt Resolution No. 12589, declaring "The Osborn Residential Health Care Facility" Development Plan a public record.
3. Adopt Resolution No. 12570 approving a Conditional Use Permit for a residential healthcare facility with +/- 247 units/beds including both minimal and specialized care on a +/- 3.59 gross acre site with Downtown/ Downtown Multiple Use Type-2 Planned Block Development Downtown Overlay (D/DMU-2 PBD DO) zoning located at 3380 N Scottsdale Road.
4. Adopt Resolution No. 12580, authorizing "The Osborn Residential Health Care Facility Conditional Zoning & Reversion Agreement" Contract No. 2022-137-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

8/25/2022

Date



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

8/29/2022

Date



Erin Perreault, AICP, Executive Director
Planning, Economic Development, and Tourism
Phone: 480-312-7093 Email: eperreault@scottsdaleaz.gov

08/29/2022

Date

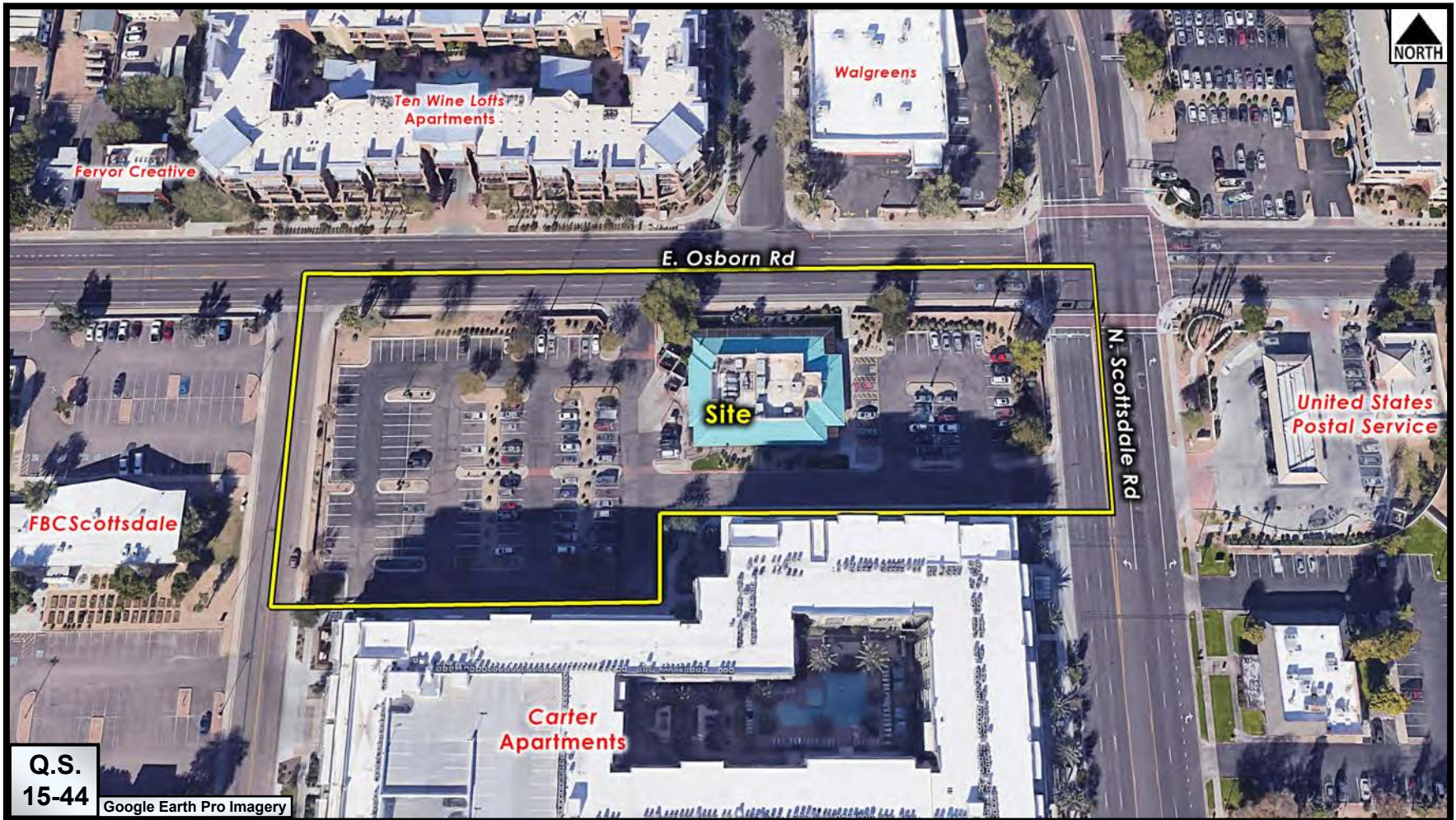
ATTACHMENTS

1. Context Aerial
- 1A. Aerial Close-Up
2. Ordinance No. 4560
Exhibit 1: Zoning Map
Exhibit 2: Stipulations
3. Resolution No. 12589
Exhibit 1: The Osborn Residential Health Care Facility Development Plan
4. Resolution No. 12580
5. Contract No. 2022-137-COS
6. Resolution No. 12570
Exhibit 1: Aerial Close Up
Exhibit 2: Stipulations
Exhibit A to Exhibit 2: Site Plan
Exhibit B to Exhibit 2: Floor Plan
Exhibit 3: Additional Zoning Criteria
7. Existing General Plan Land Use Map
8. Old Town Scottsdale Character Area Plan Future Land Use Map
9. Old Town Scottsdale Character Area Plan Development Types Map
10. Staff's Analysis of the Development Review Board Criteria for PBD
11. Existing Zoning Map
12. Traffic Impact Summary
13. Community Involvement
14. June 16, 2022 Development Review Board meeting minutes
15. City Notification Map
16. August 24, 2022 Planning Commission DRAFT Meeting Minutes



Context Aerial

1-ZN-2014#2



Close-up Aerial

1-ZN-2014#2

ORDINANCE NO. 4560

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 AMENDING THE ZONING ON THE "DISTRICT MAP" TO ZONING APPROVED IN CASE NO. 1-ZN-2014#2 AMENDING AN EXISTING DEVELOPMENT PLAN AND ZONING STIPULATIONS (1-ZN-2014) ON A +/- 3.59-ACRE SITE WITH DOWNTOWN/DOWNTOWN MULTIPLE USE TYPE-2 PLANNED BLOCK DEVELOPMENT DOWNTOWN OVERLAY ZONING (D/DMU-2 PBD DO) ZONING LOCATED AT 3380 N. SCOTTSDALE ROAD.

WHEREAS, the Planning Commission held a hearing on August 24, 2022; and

WHEREAS, the City Council has considered the probable impact of Zoning Ordinance (4560) 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, the City Council finds that the following Planned Block Development criteria have been met:

- a. The proposed development supports the land use elements of the General Plan and the Old Town Plan.
- b. Each proposed land use helps maintain a balance of land uses in the Downtown Area in accordance with the Old Town Plan.
- c. Each proposed land use is compatible with the adjacent development, and strengthens the mix of land uses and activities in the Downtown Area.
- d. Each proposed land use substantially implements the pedestrian oriented, twenty-four (24) hour downtown community goals of the Old Town Plan.
- e. The proposed Development Plan reflects noteworthy investments to provide public benefits, improve the quality of life in the community, and assist in achieving the goals and policies of the General Plan, Old Town Plan and City objectives, in the vicinity where the development will be located.

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. 1-ZN-2014#2.

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 amending the zoning on a +/- 3.59-acre site generally located at 3380 N. Scottsdale Road, and marked as "Site" (the Property) on the map attached as **Exhibit 1**, incorporated herein by reference, with Downtown/Downtown Multiple Use Type-2 Planned Block Development Downtown Overlay (D/DMU-2 PBD DO) zoning located at 3380 N. Scottsdale Road, by adopting that certain document entitled "The Osborn Residential Health Care Facility" declared as public record by Resolution No. 12589 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 2** and incorporated herein by reference.

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

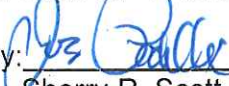
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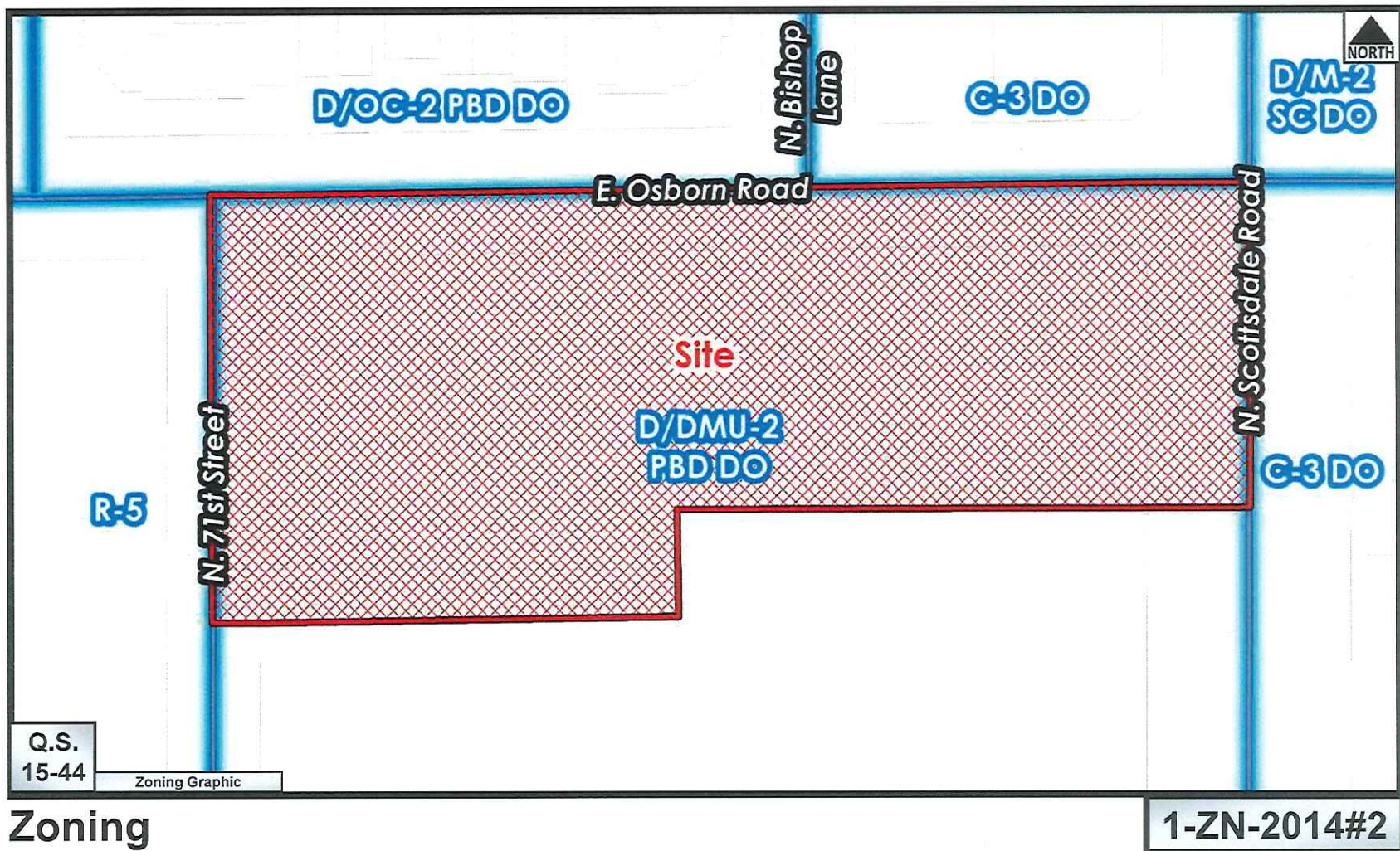
CITY OF SCOTTSDALE, an Arizona
municipal corporation

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



Zoning

**Stipulations for the Zoning Application:
The Osborn Residential Health Care Facility
Case Number: 1-ZN-2014#2**

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

SITE DESIGN

1. GOVERNANCE. The Development Plan and stipulations adopted by Ordinance No. 4188 and made a public record by Resolution No. 10014 (1-ZN-2014) are amended only as it pertains to the subject site area depicted in case 1-ZN-2014#2. The original Development Plan (1-ZN-2014) shall continue to apply to the portions of the Planned Block Development (PBD) that are not a part of case 1-ZN-2014#2.
 - a) The adopted conditions and parameters of Ordinance No. 4188 (1-ZN-2014) at this location shall continue to be applicable until such time as the site configuration no longer conforms to the Development Plan stipulated in the zoning conditions.
2. CONDITIONAL ZONING. If the developer does not commence actual physical construction (as more fully described in Contract No. 2022-137-COS of the project within four (4) years from the effective date of Contract No. 2022-137-COS (as defined herein) and Ordinance No. 4560, 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 adoption of Ordinance No. 4560. Further, if the owner does not make such an application for such rezoning 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. 2022-137-COS.
3. CONFORMANCE TO DEVELOPMENT PLAN. Development shall conform with the Development Plan, entitled "The Osborn Residential Health Care Facility," which is on file with the City Clerk and made a public record by Resolution No. 12589 and incorporated into these stipulations and ordinance by reference as if fully set forth herein. The Development Plan is contingent upon the fulfillment of special public improvements requirements as outlined in the Development Agreement Contract No. 2022-137-COS. 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.
4. 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.
5. CONFORMANCE TO DEVELOPMENT AGREEMENT. Development shall conform with the associated Development Agreement, Contract No. 2022-137-COS (approved by Resolution No. 12580). The property owner shall provide special public improvements in accordance with the Development

Agreement, including requirements for timing of completion of special public improvement and/or equivalent payments. Proposed special public improvements are subject to the approval of the Zoning Administrator. Should the Development Agreement not become effective, or if the Developer does not comply with the terms of the Development Agreement, the bonus building height as set forth in the Development Plan shall become null and void. Any change to the Development Agreement shall be subject to City Council approval.

6. **MAXIMUM DWELLING UNITS – DENSITY.** Maximum density for a residential healthcare facility on the site shall be 115 specialized care beds and 132 minimal care units. The ratio of specialized care beds to minimal care units may be adjusted, however, the percentage of specialized care beds shall not be less than 35% of the total. Any increase in total beds or units shall be subject to Planning Commission and City Council approval as an amendment to this zoning case.
7. **MAXIMUM BUILDING HEIGHT/BONUS BUILDING HEIGHT.** No building on the site shall exceed 74 feet in height inclusive of rooftop appurtenances (the 74 feet of height includes 8 feet of bonus building height), measured as provided in the applicable section of the Zoning Ordinance. Any increase in the bonus building height shall be subject to additional action and public hearings before the Planning Commission and City Council and modification of the associated Development Agreement.
8. **STREETLIGHTS.** The owner shall replace the eastern most two (2) streetlights on E. Osborn Road with the current applicable standard as part the of the new development. The final site plan and civil improvement plans for the project shall indicate the new location for the pole/fixture and specify the information above.
9. **INTERNATIONAL GREEN CONSTRUCTION CODE (IgCC).** Final construction plans shall demonstrate compliance with the IgCC.
10. **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

11. **RIGHT-OF-WAY DEDICATIONS.** Prior to issuance of any permit for the development project, the property owner shall make fee-simple right-of-way dedications to the City of Scottsdale in accordance with zoning site plan.
12. **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 for the walkway area described in the pedestrian walkway license agreement outlined in Contract No. 2022-137-COS.
13. **LICENSE AGREEMENT FOR PUBLIC ACCESS.** In accordance with the terms of Contract No. 2022-137-COS, the property owner shall record a pedestrian walkway license agreement in the form specified in Contract No. 2022-137-COS, to establish the license for the public use of the walkway to be constructed across the property along the southern boundary of the property.

INFRASTRUCTURE

14. 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.
15. 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.
16. 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 transportation improvements in accordance with the zoning site plan.
17. REFUSE IMPROVEMENTS. Prior to issuance of any permit for the development project, the property owner shall submit and obtain approval of construction documents to construct refuse improvement in accordance with zoning refuse plan.
18. WATER AND WASTEWATER 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. WATER AND WASTEWATER
 - i. All water and wastewater infrastructure improvements, including any new service lines, connection, fire-hydrants, and manholes, necessary to serve the development.
 - b. WATER
 - i. Remove the existing private fire line on the west side of the site. Remove all fittings from mains in N 71st St and in E Osborn Rd and replace tees or taps/saddles with approved mainline couplings/spool pieces. Replace any Asbestos Cement Pipe segments or fittings as needed with City approved Ductile Iron Pipe.
 - ii. On east side of site, move proposed water service line and meter, from the N Scottsdale Rd watermain to the E Osborn Rd watermain. Work to be completed in accordance with city approved preliminary water basis of design report comments.
 - iii. Provide fire hydrant(s) and related water infrastructure adjacent to lot, in the locations determined by the Fire Department Chief, or designee.
 - c. WASTEWATER
 - i. Approved wastewater preliminary basis of design report proposed manhole removals are to be removed completely and replaced with straight run sewer pipe segment.

- ii. Each building shall have its own and separate sewer service connection to city sewer system.
- 19. WATER IN LIEU PAYMENT. Prior to issuance of any permit for the development project, the property owner shall, in lieu of constructing same, execute an in-lieu payment agreement and complete payment to the city for One Hundred Ninety-Five feet (195) of twelve (12) inch Ductile Iron Pipe watermain within N Scottsdale Rd.
- 20. DRAINAGE REPORT. With the Development Review Board submittal, the property owner shall submit a Drainage report in accordance with the Design Standards and Policies Manual for the development project.

RESOLUTION NO. 12589

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 "THE OSBORN RESIDENTIAL HEALTH CARE FACILITY 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 "The Osborn Residential Health Care Facility 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.

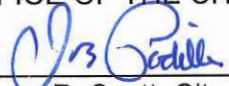
CITY OF SCOTTSDALE, an
Arizona municipal corporation

ATTEST:

By: _____
Ben Lane, City Clerk

By: _____
David D. Ortega, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY



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

ATTACHMENT #3

The Osborn *Residential Health Care Facility* *Scottsdale & Osborn*

DEVELOPMENT PLAN

1-ZN-2014#2 & 17-UP-2021



PREPARED FOR

Aspirant Development / The Empire Group of Companies

PREPARED BY

Berry Riddell, LLC

John Berry, Esq.

Michele Hammond, Principal Planner

Resolution No. 12589

Exhibit 1

Page 1 of 114

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DEVELOPMENT TEAM

Developer

Aspirant Development / The Empire Group of Companies

Geoffrey Jacobs

480-546-7900

gjacobs@builtbyempire.com



Zoning Attorney

Berry Riddell

John V. Berry, Esq. / Michele Hammond

480-385-2727

jb@berryriddell.com

mh@berryriddell.com



Architect of Record

Gensler

Jay Silverberg, AIA / Stefan Richter

602-523-4900

jay_silverberg@gensler.com

stefan_richter@gensler.com



Architectural Design Consultant

Douglas Sydnor Architect & Associates

Douglas Sydnor, FAIA

480-206-4593

doug_sydnor@outlook.com



Civil Engineer

SEG – Sustainability Engineering Group

Ali Fakh, PE

480-588-7226

ali@azseg.com



Traffic Engineer

Lokahi Group

Jamie Blakeman, PE PTOE

480-536-7150 x200

jamie@lokahigroup.com



Outreach Consultant

Technical Solutions

Susan Bitter Smith / Prescott Smith

602-957-3434

sbsmith@technicalsolutionsaz.com

prescott@technicalsolutionsaz.com



SITE INFORMATION

Proposed Use: Residential Health Care Facility

Location:

- 3380 N. Scottsdale Road
- Southwest corner of Scottsdale Road & Osborn Road
- APN: 173-40-008D

Property Size:

- Total Site Area:
 - 3.59+/- gross acres
 - 2.57+/- net acres

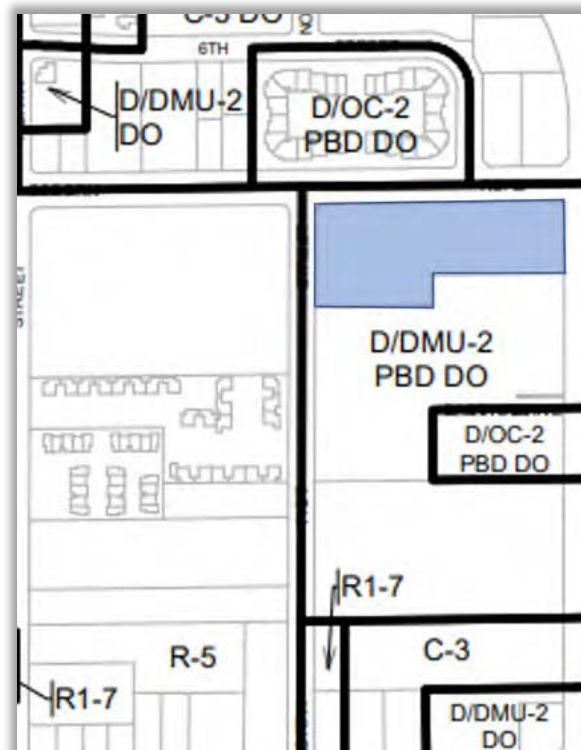
Current Zoning

- D/DMU-Type 2 PBD DO (Downtown/Downtown Multiple Use Type 2 Planned Block Development, Downtown Overlay); case 1-ZN-2014

Proposed Zoning

- D/DMU-Type 2 PBD DO (Downtown/Downtown Multiple Use Type 2 Planned Block Development, Downtown Overlay)
- Site plan modification and amended stipulations

Current Zoning Map



Context Aerials – Existing Site



Existing Streetscape – Scottsdale Road



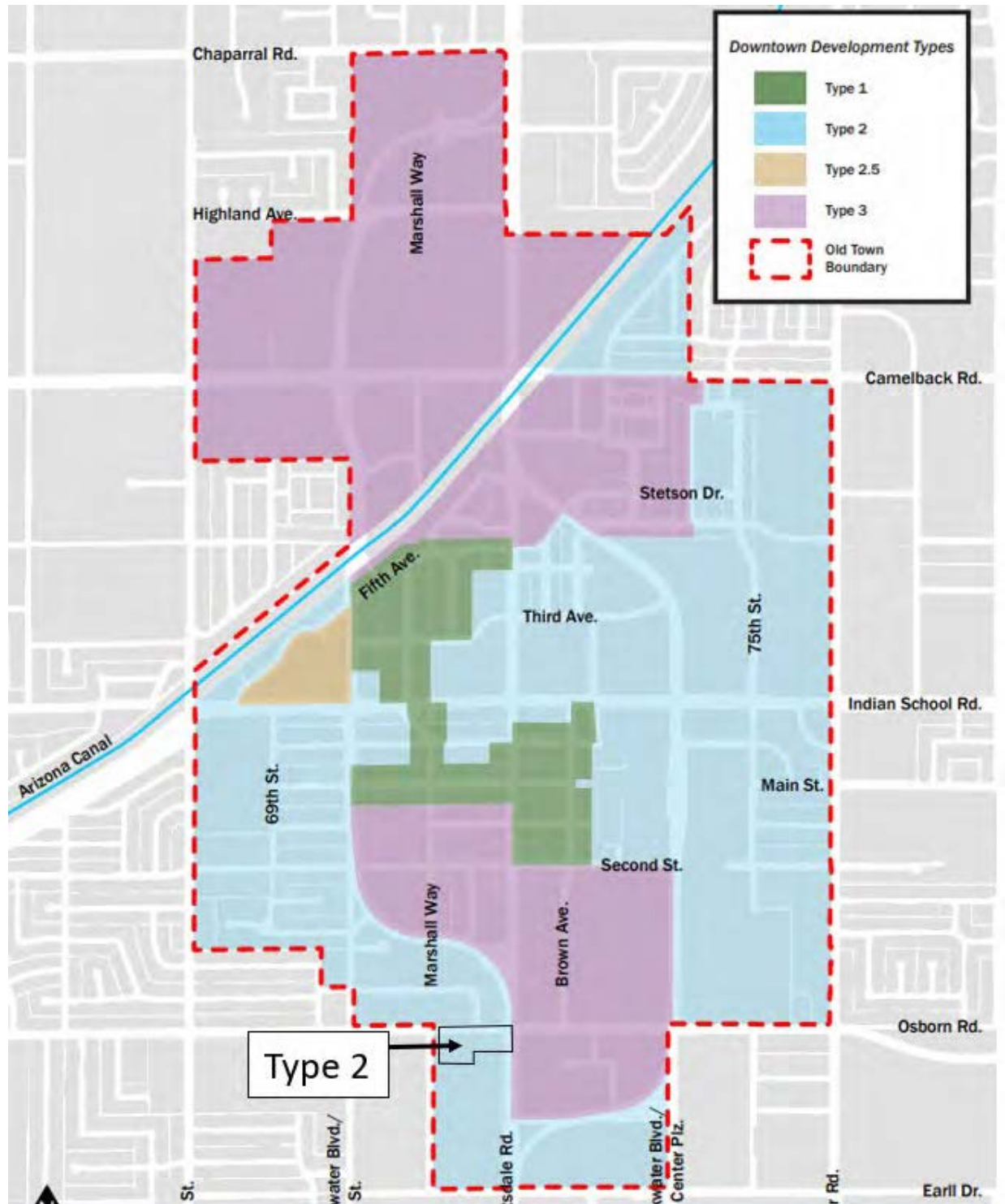
Proposed Streetscape – Scottsdale Road



Proposed Site Plan



Old Town Development Types



Source: Old Town Scottsdale Character Area Plan

PROJECT OVERVIEW

Development Request

The existing zoning category is not being changed with this request. The request is to amend an existing development plan and zoning stipulations for a 3.59+/- gross acre property located at the southwest corner of Scottsdale Road and Osborn Road (the “Property”) in Old Town Scottsdale to allow for the development of a residential health care facility with approximately 247 +/- units or beds consisting of both minimal (units) and specialized (beds) care and approximately 9,900+/- s.f. of non- residential uses (ie: restaurant, retail). The amendment would modify the previously approved D/DMU- Type 2 PBD DO zoning development plan approved in 2014 with case 1-ZN-2014 as stipulated (this Property is Site 2/Olive Garden site). The application also includes a request for a Conditional Use Permit (“CUP”) for the proposed residential health care facility.

Residential Health Care: 247 units and/or beds* on 3.59+/- gross acres

- 115 specialized (assisted living & memory care)
- 32 beds per gross acre

- 132 minimal (independent)
- 37 dwelling units per gross acre

* Mix of minimal and/or specialized breakdown is conceptual only, but the percentage of specialized beds shall not be less than 35% of the total.

The site is adjacent to The Carter residential development and U.S. Egg to the south, Walgreens and Ten Wine Lofts residential to the north, First Baptist Church to the west, and Pebblestone gas station and convenience store to the east. The 45-acre HonorHealth Osborn Campus is located directly across Scottsdale Road to the northeast of the Property. The synergy of uses between the proposed residential health care use and existing adjacent HonorHealth campus and commercial businesses will bolster the economic vitality offering an ideal context for seniors to “age in place.” The request complies with the Old Town Character Area Plan and 2035 General Plan as outlined below.

The proposal does not exceed the Planned Block Development (“PBD”) base gross floor area ratio (“GFAR”) of 1.4 and does not require any amended development standards to the setbacks and stepbacks. However, there is a request for additional height of 8-ft above the base 66-ft of building height resulting in a total 74-ft in height including mechanical appurtenances. The request for additional building height is achieved through the Special Improvement Bonus requirements per section 7.1200 of the Zoning Ordinance as outlined below.

The proposed development will exceed parking code requirements to provide ample guest parking for visitors with an overall requirement of 279 parking spaces (including parking for the ground level retail/restaurant) and 338 parking spaces provided, a surplus of 59 parking spaces. Resident amenities may include, but are not limited to, a fitness studio, clubroom, balconies/patios, a landscaped courtyard/herb garden, and swimming pool.

The Property is located within the southern edge of Old Town near a range supporting land uses, The proposed residential health care facility will provide additional senior housing in Old Town complemented by nearby medical, cultural venues, recreation, retail, and support services.

Cultural Improvements Program

As required by the PBD, contributions to the Cultural Improvements Program include original works of art valued at one (1) percent of the applicable building valuation at the time of permitting in accordance with Zoning Ordinance Sec. 7.1000 is currently estimated at approximately \$560,000. Art will be integrated onsite or elsewhere within the Old Town setting. Details regarding the specific public art element(s) are still being refined.

Sec. 7.1200 Special Improvement Calculations (2023 CY)

CC= Contribution Cost

CY = Calendar Year (at time of building permit)

BH = Feet of bonus building height

➤ Bonus Height

Base building height in PBD = 66'

Proposed increase in building height from 66' to 74' = bonus of 8'

Formula

CC = (BH times 10,000) times $[1.035^{(CY - 2013)}]$

8 x 10,000 x $[1.035^{(CY - 2013)}]$ = \$112,848 for 2023

Total: \$112,848

A Development Agreement detailing the allocation of the special improvement bonus funds is being drafted and such Agreement will, in conformance with the applicable Ordinance provisions in effect at the time of the City Council vote, identify how such funds will be allocated.

2035 GENERAL PLAN

“Our future begins today. Building upon decades of planning and thousands of hours of community involvement, General Plan 2035 guides the physical development of Scottsdale and acts as a blueprint to enhance our community aspirations—Exceptional Experience, Outstanding Livability, Community Prosperity, and Distinctive Character—over the next 20 years.”

The General Plan is a tool for guiding future development and contains community goals and policies on a variety of components that play a role in creating the community in which we live, work, and enjoy. These goals and policies are broken down into 24 elements. The 2035 General Plan organizes the 24 elements under the following chapters with a series of goals and policies. A summary of the development’s conformance to these goals and policies is provided below.

- 1. Character & Culture**
- 2. Sustainability & Environment**
- 3. Collaboration & Engagement**
- 4. Community Well-Being**
- 5. Connectivity**
- 6. Revitalization**
- 7. Innovation & Prosperity**

❖ CHACTER & CULTURE

Character Types

- *Urban Character Types* consist of higher-density residential, non-residential, and mixed-use neighborhoods, including apartments, high-density townhouses, business and employment centers, and resorts. Development in Urban Character Types should have pedestrian orientation, shade, activity nodes, and useable open spaces that encourage interaction among people. Building form and heights typically transition to adjacent Rural and Suburban Character Types. Taller buildings may be appropriate in Growth Areas, depending on context (see Growth Areas Element). Examples include Old Town Scottsdale, a mixed-use center of distinct urban districts; mixed-use portions of the Greater Airpark, particularly along Scottsdale Road; areas within the Scottsdale Road and Shea Boulevard Couplet; and the HonorHealth hospital/medical campus near Shea Boulevard and 90th Street.

Character & Design Element

CD 1

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

CD 1.1 New and revitalized development should respond to the regional, citywide, and neighborhood contexts in terms of:

- Scottsdale's southwestern, Sonoran Desert characteristics, such as climate, native plants, topography, and history/culture.
- Scottsdale as a part of a larger metropolitan area with a unique image, character, and identity within the regional setting.
- Relationships and sensitivity to surrounding land forms, land uses, and transportation corridors.
- Compatibility with and sensitive integration into established neighborhood character, including historical preservation policies.
- Contributions to citywide linkages of open space, Growth Areas, and Activity Areas.
- Creation of new or reinvention of the existing character of an area, when necessary.
- Physical scale relating to human experience.
- Visual impacts on and accessibility to public settings, significant natural features, and neighboring properties.
- Impacts on and sensitivity to the natural environment.
- Public buildings and facilities that demonstrate the above principles.

CD 1.2 Consider the effects of building height, overall development density, and building orientation on adjacent neighborhood character, privacy, and viewsheds

CD 1.3 Ensure that all development is a part of and contributes to established Character Types.

CD 1.4 Encourage transitions and blending of character between Character Types, including, open space areas, building height, massing, and orientation

Response: The D/DMU district allows for higher intensities in a mixed-use setting to encourage a synergistic lifestyle and appropriate balance of land uses with an enhanced pedestrian environment. The proposal for approximately 247+/- residential health care units or beds (both minimal and specialized) on approximately 3.59+/- gross acres will utilize the Downtown Ordinance's bonus provisions for an increase in height of 8-ft. However, no amended development standards are being requested for setbacks and stepbacks with this proposal.

The Property is currently occupied by the Olive Garden restaurant which will be closing in the near future. The site is surrounded by a variety of medical, retail/ support services, and multifamily residential and is across the street from the 45-acre HonorHealth's Osborn medical campus at the northeast corner of Scottsdale and Osborn. Beyond the immediately adjacent context, the Property is located within close range of numerous cultural venues, medical facilities, and service-related business. The key development consideration and design themes are summarized below and will be reiterated throughout the goals and policies discussion.

Key development considerations include, but are not limited to the following:

- Implementing architectural elements found throughout Old Town and responding to the Southwestern climate and Sonoran Desert environment through design, massing, material selection and landscaping
- Offering new senior housing options in the heart of Old Town located across the street from HonorHealth Osborn and numerous medical offices in the area

- Revitalizing Old Town through redevelopment and synergistic land uses
- Providing ground level activity with 9,900+/- s.f. of non-residential uses along Scottsdale Road and a portion of Osborn Road
- Strengthening the economic success of Old Town through new development while preserving and bolstering area business
- Enhancing pedestrian connectivity through sidewalk connections and the expanded public paseo design, further promoting walkability
- Focus on sustainability through design, material selection, and building methods for the well-being of both residents and the community.

Conceptual Design



CD 2

Develop, maintain, and refine Character Areas and Character Area Plans to foster quality development and consistent character and context within various areas of the community.

CD 2.1 Set priorities for the creation and updating of Character Area Plans.

CD 2.2 Character Area Plans should address “edges,” places where two Character Areas meet or places where Scottsdale’s boundaries abut other governmental jurisdictions, to ensure compatible transitions of character and connections.

CD 2.3 Ensure the involvement and participation of Character Area residents, businesses and property owners in planning and implementation.

Response: The proposed development complies with the Old Town Scottsdale Character Area Plan by bringing redevelopment that is contextually appropriate and implements pedestrian synergist land uses along Scottsdale and Osborn Road. Further discussion regarding the character area plan conformance is provided in the Old Town Scottsdale Character Area Plan (“OTSCAP”) section below.

CD 3

Foster quality design that enhances Scottsdale as a unique southwestern desert and tourism community through development review processes.

CD 3.1 Strengthen Scottsdale’s economic and environmental attributes, distinctive character, and attractiveness through collaborative site planning and design.

CD 3.2 Use existing, and adopt new comprehensive policies, guidelines, and design standards for use in the design and development review process, to ensure public and private development responds to and enhances the diverse character and contexts within our Sonoran Desert community.

Response: As noted above with the key development considerations, the proposed architectural character, site layout, and landscaping design will respect the unique climate, vegetation, and Scottsdale’s Old Town urban context. The building will utilize a combination of brick, synthetic plaster, composite wall panel, metal wall panel, and metal and glass guardrail systems, among other durable natural materials. In addition to the stepped building form, building massing will be mitigated with varied fenestration patterns and a combination of numerous recessed and cantilevered elements. The color palette invokes a Sonoran Desert inspired range of earth-tone and gray finishes with the use of lighter tones as accents bringing additional visual interest to the design.

See the Scottsdale Sensitive Design Principles and Old Town Scottsdale Urban Design & Architectural Guidelines (“OTSUDAG”) sections below for detailed responses regarding each principle.

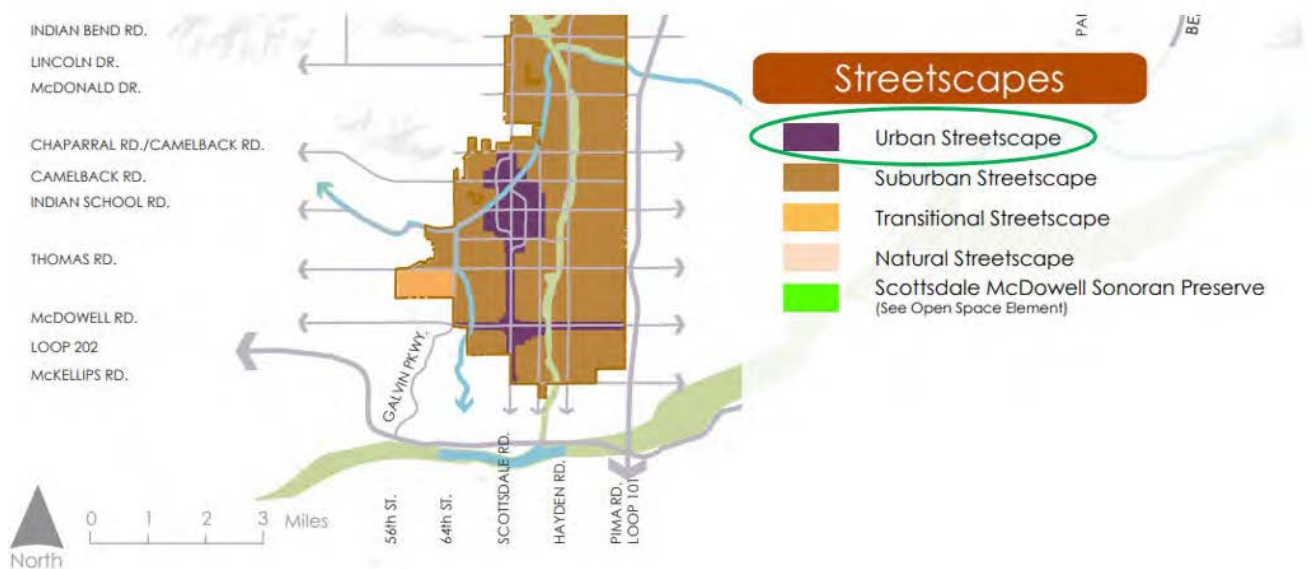
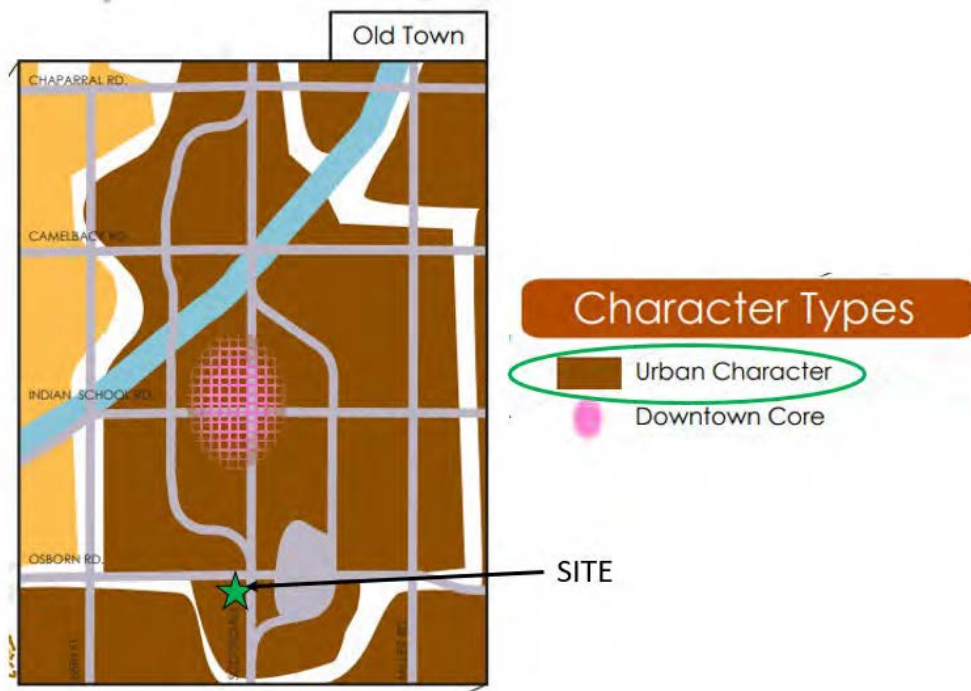
CD 4

Enhance the design of streets and public spaces to improve Scottsdale’s visual quality, experience, Sonoran Desert context, and social life.

CD 4.1 Promote contextually compatible streetscapes that correspond with the following classifications:

- Urban Streetscapes encourage pedestrian comfort, safety, and accessibility using decorative elements, such as arcade-covered walkways, shade, pedestrian lighting, decorative paving and street crossings, transit shelters, seating, waste receptacles, and landscaping. Urban Streetscapes strive for equality among pedestrians, bicyclists, and automobiles in the design of the public realm.

2035 General Plan – Character & Design Element (Page 40 & 42)



Response: Streetscapes have been improved to encourage pedestrian comfort, safety, and accessibility with the proposal. Sidewalks have been updated: 8' wide sidewalks along 71st street and Osborn are separated from back of curb by 4' of landscape area; the 8' sidewalk along Scottsdale Road is separated from back of curb by 6' of landscape area. With respect to the Scottsdale Road Street Guidelines, the Property is located within the Scottsdale Road Segment 2 – Downtown. The proposed landscape palette along Scottsdale Road incorporates Pistacia providing strong continuous thread from The Carter property. The tree palette along Osborn Road includes Heritage Live Oak to match and coordinate with existing Ten Wine Lofts to north. The entire frontage is treated as a green space with planting areas and pedestrian activation elements including accent paving, seating, shade, and art installation.

CD 4.5 Identify and establish consistent entrances to Scottsdale and, as appropriate, key gateways to neighborhoods and Character Areas so that residents and visitors have a sense of arrival.

Response: The Osborn contributes towards the pedestrian oriented Old Town atmosphere with activation of street frontages linking to the range of established uses in the area. As such, specific design considerations have been given to the street frontages maintaining context appropriate building massing, pedestrian-scaled architectural elements/overhangs, landscape shaded walkways, increased open space, and enhanced hardscape design. Lighting will be incorporated in a manner that strengthens the unique design of the project while maintaining safety for pedestrians.

CD 5

Promote the value and visual significance landscaping has on the character of the community.

CD 5.1 Employ appropriate heat island reduction techniques to reduce the effects of reflective heat and glare on buildings and paved surfaces.

CD 5.2 To the greatest extent possible, replace dead and dying landscaping with drought resistant plants to maintain or improve density pattern, shade, and area character.

Response: The landscape character will include predominately desert-lush design with a variety of Southwestern plants that will provide year-round color, shade, and texture for the site and demonstrated with the landscape plan. Vegetation will include plants proven to thrive in our desert climate while creating a shaded vegetative pedestrian experience greatly improving the existing condition of the site. Plant selection and thoughtful planting design will allow the development to use water efficiently throughout the site. Both the ground and 2nd levels will incorporate landscaping allowing pedestrians and residents to enjoy and benefit from landscaped open spaces, resulting in passive cooling and a reduced heat island effect.

CD 6

Minimize light and noise pollution.

CD 6.1 Support Scottsdale's dark sky areas and designation as an Outdoor Light Control City by reducing light pollution, glare, and trespass where possible, while still attending to public safety needs.

CD 6.2 Encourage creative, energy-efficient, and high-quality designs for outdoor lighting that reflect the character of the local context.

Response: Lighting will be designed in a manner that is respectful of the surrounding Old Town context while maintaining safety for residents and visitors. Lighting designs will be commensurate with the quality architectural style proposed for the development, low-level with no glare or excessive intrusion for adjacent properties. Lighting will be placed in a thoughtful way to provide safe pedestrian wayfinding at night and highlight paths leading along street frontages in keeping with the Old Town setting.

CD 7

Honor Scottsdale's western and equestrian lifestyle.

CD 7.3 Celebrate the preservation of western and southwestern art, character, museum works, and architecture, both citywide and within Historic Old Town.

CD 7.4 Protect the heritage and Western character of the original Historic Old Town District through both the Character Area Plan and Urban Design and Architectural Guidelines.

Response: Honoring Western character, the proposed architecture takes cues from the historic Old Town context and surrounding building character through the building design, color selection, materials, and massing. See further details in the OTSCAP and OTSUDAG sections below.

2035 Conceptual Land Use Map



Source: 2035 General Plan

Land Use Element

LU 1

Enhance Scottsdale's economic viability by encouraging land uses that reinforce the city's reputation as the premier international tourist destination in the Southwest and sustain the city's role as a regional cultural center and economic hub. Land uses should be compatible with Scottsdale's character and physical appearance.

LU 1.1 Encourage land uses that preserve a high quality of life and further define Scottsdale's sense of place within the region.

LU 1.3 Promote development patterns that integrate with and reinforce the character of an area. The city will continually review development patterns to ensure consistency of development in areas with fragmented or evolving patterns.

LU 2

Sensitively transition and integrate land uses with the surrounding natural and built environments.

LU 2.1 Ensure neighborhood “edges” transition to one another through compatible land uses and development patterns.

Response: Integrating a residential health care community in Old Town across the street from HonorHealth Osborn brings physical and economic synergy, that will continue to enliven and enhance Old Town consistent with the goals and policies of the General Plan and OTSCAP by offering new housing options for seniors. This residential health care use is an ideal fit given the type of surrounding land uses. The building massing is designed to respectfully integrate with the surrounding building heights including Ten Wine Lofts (60-ft) and The Carter (66-ft). Further, the HonorHealth campus is entitled for building heights up to 150-ft.

LU 3

Maintain a balance of land uses to support a high quality of life.

LU 3.1 Allow for the diversity and innovative development patterns of residential uses and supporting services to provide for the needs of the community.

LU 3.2 Integrate housing, employment, and supporting infrastructure, primarily in mixed-use neighborhoods and Growth and Activity Areas, to support a jobs/ housing balance.

LU 3.3 Maintain a citywide balance of land uses and consider modifications to the land use mix to accommodate changes in community vision, demographic needs, and economic sustainability.

LU 3.4 Provide an interconnected, accessible open space system, which includes pedestrian and equestrian links, recreation areas, canals, and drainage ways.

LU 3.5 Engage the community in all land use discussions.

Response: The Osborn contributes towards a pedestrian oriented Old Town atmosphere by improving the pedestrian realm with activation of the adjacent street frontages (Scottsdale, Osborn and 71st Street) and the completion of the pedestrian paseo/public plaza along the southern edge of the property adjoining the existing pedestrian improvements provided with The Carter development directly to the south. Improving the pedestrian character of redevelopment sites is a key component to maintaining a thriving Old Town that minimizes focus on the automobile and encourages multimodal transportation. Additionally, Indian Bend Wash is located less than one mile to the east of the site and offers recreation opportunities to residents and employees. Old Town is designated as a Growth Area and integrating new senior living within close proximity to healthcare, support services, and multimodal transportation opportunities provides a greater

balance of land uses to better serve the changing needs of a rapidly growing maturing population in Scottsdale.

LU 4

Develop context appropriate land use patterns that support a variety of compatible mobility choices and services.

LU 4.1 Integrate land uses and transportation systems to allow for a variety of mobility choices.

LU 4.2 Provide opportunities for pedestrian-oriented development, reduced parking demand, and context appropriate mobility choices.

LU 4.3 Locate regional land uses and intensities in Growth and Activity Areas to provide the greatest access to various modes of transportation.

Response: This Property is located at the southwest intersection of Scottsdale and Osborn Roads, approximately one-half mile north of Thomas Road and one-half mile south of Indian School Road with easy access to public transportation and is less than two miles away from the Loop 101, all of which provide regional access. By creating a comfortable and inviting pedestrian experience along the adjacent streets, The Osborn will encourage alternative modes of transportation, such as by foot, bicycle, bus and/or trolley. Encouraging these alternative means of transportation is inherent to downtown buildings as the Property is located near numerous restaurants, retail, medical, and cultural destinations.

The proposed building and site design with ground level retail/restaurant uses encourage residents and visitors to utilize Old Town for their everyday dining, social interaction, recreational, and cultural needs. In addition, the site is located within close proximity to significant destinations such the Museum of the West (MOW), Marshall Way and Main Street galleries, Scottsdale Artists School, Scottsdale Museum of Contemporary Art (SMOCA), Scottsdale Center for Performing Arts, Scottsdale Historical Museum, Scottsdale Stadium, Scottsdale Fashion Square Mall and The Waterfront.

LU 5

Promote land use patterns that conserve resources, including land, clean air, water, and energy.

LU 5.1 Encourage a variety of compatible mixed-use land uses within or next to Growth and Activity Areas, along major streets, and within particular Character Areas to reduce automobile use and improve air quality.

LU 5.2 Concentrate greater development intensities in Growth and Activity Areas, thereby reducing development pressures in low-density areas and conserving energy.

Response: Integrating residential health care into Old Town, which currently has limited senior housing options with no new residential health care developments in last two decades, will provide a wider range of housing choices for the aging residents of Scottsdale. The location of the Property across the street from HonorHealth Osborn, medical offices, restaurants, cultural amenities, and

recreation opportunities is ideally situated for senior living. This synergy of land uses and concentration of residential in a mixed-use setting inherently allows for the conservation of resources, reduced vehicle trips, and improved air quality.

LU 6

Attract and retain diverse employment, business, and retail land uses to improve the economic well-being of Scottsdale's residents.

LU 6.1 Promote opportunities for the expansion and revitalization of employment and commercial uses within the city.

LU 6.2 Support well-planned, clustered employment centers of related or similar uses such as Healthcare and Research and Development land uses.

LU 6.3 Encourage commercial land uses of similar scale and character in proximity to or within medium- to high-density residential areas to promote walkable connections.

Response: The rezoning request will allow for the redevelopment of an underutilized site surrounded by a variety of supporting office/commercial and residential land uses that will offer services to the residents and visitors of The Osborn Equally, the addition of new senior residences in this downtown setting will bring additional sales tax dollars and jobs to Old Town further strengthening Scottsdale's economic stability and promoting the lifestyle qualities Scottsdale is known for.

Arts, Culture & Creative Community Element

ACC 1

Continue to support, plan for, and manage Scottsdale's arts and culture programs and facilities.

ACC 1.1 Develop, implement, and regularly update arts and cultural strategic/master plans.

ACC 1.2 Broadly engage Scottsdale community members in arts and cultural planning.

ACC 1.3 Explore various techniques to expand the space available for arts exhibits, classes, performances, and other cultural activities.

Response: As required by the PBD overlay, contributions to the Cultural Improvements Program include original works of art valued at one (1) percent of the applicable building valuation is currently estimated at approximately \$560,000+/- . The art requirement will either be provided onsite or paid directly to the City for public art improvements in Old Town.

❖ **SUSTAINABILITY & ENVIRONMENT**

Open Space Element

OS 5

Provide developed open space and outdoor opportunities in Scottsdale neighborhoods, giving priority to areas that are most lacking open space.

OS 5.2 Locate publicly accessible and useable open spaces within Growth and Activity Areas and established neighborhoods.

OS 5.3 Capitalize on opportunities to create new, or connect and expand existing, open spaces in established areas when redevelopment occurs.

OS 5.5 Develop a series of linked public spaces throughout downtown that are connected by pedestrian corridors.

Response: The public plaza/paseo and pedestrian pathway will be expanded and improved from its current condition and designed to provide a meaningful and inviting public pedestrian connection from Scottsdale Road on the east to 71st Street on the west. Although open space is not required by ordinance in downtown developments, the development will result in 20,905 s.f. of open space, 18.6 % of the site.



OS 6

Design and manage open spaces to relate to surrounding land uses and character.

OS 6.1 Evaluate the design of open spaces with the following primary determinants: aesthetics, neighborhood and service area needs, public safety, visual and functional connectivity, social and economic impacts, maintenance requirements, water consumption, drainage considerations, multi-use, Character Area, desert preservation, and wildlife corridor protection.

OS 6.3 Aesthetically and sensitively integrate utilities and other public facilities into open spaces.

OS 6.5 Provide ample shade in public open spaces as appropriate for the type of open space.

Response: The Osborn will help revitalize and energize a key intersection in Old Town by providing a synergistic land use adjacent to the HonorHealth Osborn medical campus and

enhancing pedestrian connectivity in and around the site. The Property is located on the southern edge of Old Town, which makes it ideally situated for redevelopment. The proposed development will provide new senior housing in Old Town complemented by nearby medical services, cultural venues, recreation, retail, and support services.

Environmental Planning Element

EP 1

Protect and enhance Scottsdale's human and Sonoran Desert habitats.

EP 1.3 Require developments to retain and integrate the Sonoran Desert ecosystem.

EP 1.4 Preserve local plants, wildlife, and natural resources to maintain the biodiversity and long-term sustainability of the area's ecology.

Response:

- Project plans to preserve existing native and mature trees as well as provide new native and arid-adapted plant material which contribute to the broader surrounding environmental context.
- A goal of the project is to create a comfortable and walkable experience for users within an urban environment. An enhanced experience is achieved by increasing site shade and providing spaces for respite whether along a public sidewalk or the community paseo.

EP 2

Demonstrate and expand the city's leadership in environmental stewardship and sustainability.

EP 2.4 Expand Scottsdale's Green Building Program to maintain regional and national leadership in green and low-impact development.

Response:

- Use of local building material wherever possible
- Looking at embodied and operational carbon.
- Attention to wellness factor – visual and spatial access to courtyards, patios and paseo.
- Attention to respite and access to outdoor areas for resident well being. Common as well as resident areas with access to outdoors.
- Natural lighting for resident well-being.
- Indoor environmental quality and use of low VOC finishes and sealants indoors.
- On site recycling
- On site vehicle charging. Preferred parking for low emission/hybrid vehicles.
- Landscape buffer at major streets.
- Balconies and shading devices provided in envelope. Northeast balconies providing shade to envelope.
- Comfortable outdoor areas that encourage use.
- Attention to acoustics for resident well being
- Attention to biophilia and connection to nature

EP 3

Participate in local and regional efforts to improve air quality.

EP 3.1 Reduce automobile emissions through traffic management; transportation improvements; promotion of a wide variety of mobility options; travel demand reduction strategies; expansion of regional connectivity; and use of electric and alternative fuel vehicles

Response:

- On site vehicle charging. Preferred parking for low emission/hybrid vehicles.
- Attention to Indoor environmental quality and use of low VOC finishes and sealants indoors.
- Inclusion of bike racks and bike storage to connect urban commuters to transit network.
- Access to local and regional mass transit as buses
- Encourage residents to carpool or use shuttles to special events and activities

EP 5

Encourage environmentally sound green buildings and low-impact site plans that support sustainable desert living.

EP 5.2 Increase the use of green infrastructure, including low-impact development (LID) stormwater management techniques, such as curb openings and permeable pavement.

EP 5.3 Construct durable and sustainable buildings using green building principles.

EP 5.4 Promote passive solar site and building design strategies that recognize and respond to the Sonoran Desert climate.

EP 5.5 Expand Green Building construction standards to include all new and remodeled residential and commercial buildings.

Response:

- Providing LID items such as curb cuts and permeable paving.
- Permeable paving provided near root zones to promote tree and planting vitality and increased soil percolation.

EP 7

Identify and reduce heat islands.

EP 7.1 Identify areas most impacted by the heat island effect, and prioritize mitigation for these areas to reduce heat impacts.

EP 7.2 Incorporate development strategies such as shared parking models and the use of “cool materials” (e.g., landscaping, green roofs, reflective pavement, heat reduction asphalt coatings, permeable concrete, and treated dirt areas) to help reduce the heat island effect.

EP 7.3 Develop and support programs, such as a Tree Canopy Plan, that identify and increase vegetation and shading in areas of high pedestrian activity.

EP 7.4 Promote the long-term management and maintenance of urban and open area vegetation and protect and expand the provision of private and public open spaces to reduce the heat island effect.

EP 7.5 Minimize asphalt and promote alternative parking surfaces.

Response:

- Removal of existing large asphalt parking lot contributes to reduction of heat island. All parking provided in covered/shaded spaces.
- Use of shade network between buildings to provide shaded pedestrian paseo.
- Provide 75% shade cover at public sidewalks with tree shade.
- Use of permeable paving to increase percolation.
- Use of low albedo concrete paving with Solar Reflectance Index value.
- Specification of plant and accent material with low maintenance requirements.
- Recommendation for maintenance practices which promote more shade coverage at ground plane. Recommendation against shared round shrubs as they provide shade less and are not as visibly appealing.
- Proposed multistory structure that minimizes heat absorbing roof area given the total building area
- Light colored roof to minimize heat gain

EP 8

Plan, prepare, and adapt for significant climate impacts on city infrastructure and operations.

EP 8.1 Develop, adopt, and implement climate action and resiliency strategies that address areas of climate mitigation planning such as emissions, drought, energy, transportation, and extreme heat.

EP 8.2 Increase energy efficiency in buildings and vehicle fleets.

EP 8.3 Encourage use of clean, renewable energy sources.

EP 8.4 Employ green building and green infrastructure best practices.

EP 8.5 Establish land use and mobility plans that decrease transportation carbon emissions.

EP 8.6 Encourage waste reduction and water conservation.

Response:

- Specification of plant material, which is drought tolerant, arid-adapted and extreme-heat tolerant.
- Proposed water feature at paseo promotes evaporative cooling and a more comfortable climate.
- Inclusion of bike racks and bike storage to connect urban commuters to transit network.
- Potential for flooding reduced with green infrastructure / LID practices.
- Use of local building material wherever possible
- Looking at embodied and operational carbon.
- Exterior ceiling fans for air movement and cooling of spaces where appropriate

Conservation Element

CONSV 1

Achieve a sustainable balance between the conservation of natural resources and development of the built environment.

CONSV 1.1 Promote local and regional public and private partnerships to reduce natural resource consumption, such as aggressive conservation, reuse, and recycling programs.

CONSV 1.4 Encourage landscape designs that promote water conservation, prevent erosion, reduce the heat island effect, and decrease stormwater runoff.

Response:

- Specification of plant and accent material with low maintenance requirements.
- Use of shade network between buildings to provide shaded pedestrian paseo.
- Provide 75% shade cover at public sidewalks with tree shade.
- Use of permeable paving to increase percolation.
- Specification of plant material, which is drought tolerant, arid-adapted and extreme-heat tolerant.
- Potential for flooding reduced with green infrastructure / LID practices.

CONSV 2

Protect and manage Sonoran Desert biodiversity and native ecosystems.

CONSV 2.1 Preserve, salvage, and/or restore native plants, wildlife habitat, and natural resources to maintain the biodiversity and long-term sustainability of the area's desert ecology and character.

CONSV 2.2 Encourage landscaping that limits the amount of grass and makes optimal use of native desert plants.

Response:

- Project plans to preserve existing native and mature trees as well as provide new native and arid-adapted plant material which contribute to the broader surrounding environmental context.
- Specification of plant and accent material with low maintenance requirements.
- Specification of plant material that is arid-adapted and appropriate for the climate.
- No turf areas proposed for project.

CONSV 4

Conserve water and encourage the reuse of wastewater.

CONSV 4.7 Support rainwater harvesting and stormwater capture in site planning and building design.

CONSV 4.8 Explore new and evolving water conservation and reuse technologies and use them as appropriate.

Response:

- Sloping rainwater to landscape planters.
- Increased site percolation with incorporation of permeable paving.
- Provide curb cuts to provide supplemental irrigation to landscape planters.
- Drip irrigation and smart controller system to conserve water use and manage precipitation on site.
- Few exterior water features

Energy Element

E 2

Reduce per capita energy consumption and promote energy efficiency.

E 2.3 Explore emerging smart energy technologies.

E 2.4 Support development of regional waste-to-energy facilities.

E 2.5 Encourage local industries to adopt energy efficiency measures and renewable energy to minimize the environmental impacts of their operations.

Response:

- Provide energy efficient HVAC systems and equipment
- Provide interior room light sensors to reduce energy consumption

E 3

Promote building and site designs that maximize energy efficiency.

E 3.1 Encourage the use of natural properties and sustainable building systems (e.g., sun, shade, thick walls, insulation) to reduce the demand for and use of mechanical cooling and heating systems.

E 3.2 Encourage the use of drought tolerant landscaping to reduce summer solar heat gain.

E 3.3 Promote solar energy opportunities in building and site design.

E 3.4 Incorporate healthy, resource- and energy-efficient materials and methods in design, construction, and remodeling of buildings.

E 3.5 Orient buildings and lots in ways that minimize summer solar heat gain, maximize roof solar access and natural ventilation, and limit roof solar access obstructions of neighboring structures.

E 3.6 Improve the energy efficiency of the building envelope, heating and cooling systems, lighting, and appliances.

Response:

- Specification of plant material, which is drought tolerant, arid-adapted and extreme-heat tolerant.
- Use of permeable paving to increase percolation.
- Use of low albedo concrete paving with Solar Reflectance Index value.
- Use of local building material wherever possible
- Looking at embodied and operational carbon.
- Attention to wellness factor – visual and spatial access to courtyards, patios and paseo. Attention to respite and access to outdoor areas for resident well-being. Common as well as resident areas with access to outdoors.
- Natural lighting for resident well-being.
- Indoor environmental quality and use of low VOC finishes and sealants indoors.
- On site recycling
- On site vehicle charging. Preferred parking for low emission/hybrid vehicles.
- Landscape buffer at major streets.
- Balconies and shading devices provided in envelope. Northeast balconies providing shade to envelope.
- Comfortable outdoor areas that encourage use.
- Minimize or eliminate building envelope exterior cooling and heat infiltration

❖ COLLABORATION & ENGAGEMENT

Community Involvement Element

CI 1

Seek early and ongoing community involvement through broad public input in project and policy-making discussions.

CI 1.1 Maximize opportunities for early notification of proposed projects using a variety of methods.

CI 1.2 Use public involvement plans to identify and engage interested parties and provide opportunities for information exchange.

Response: Public participation and community outreach is an important part of the rezoning process. Technical Solutions began neighborhood outreach early in the process and maintains on-going dialogue with the community and stakeholders. Feedback from one-on-one meetings, phone calls, and the required open house is shared with City Staff and memorialized in the Public Participation plan submitted with the zoning application.

❖ COMMUNITY WELL-BEING

Healthy Community Element

HEALTHY COMMUNITY ELEMENT

Scottsdale has long been viewed as a healthy community. Clean air, sunshine, and natural desert beauty attracted early settlers to the city. The warm, dry desert air made Scottsdale a magnet for health seekers searching for relief from ailments. This trend is still prevalent today, with tourists seeking abundant sunshine, rejuvenation, and medical care in our many resorts, spas, and high-quality healthcare system. This visitation trend is also largely responsible for the development of Scottsdale's excellent healthcare system. The health of a community, however, involves more than just remedy for ailments. A healthy community balances exceptional healthcare services and prevention aids, with the physical, social, cultural, and environmental needs of all community members.

Today, Scottsdale has one of the largest per capita senior citizen populations in the country. The community celebrates and prepares for its increased human longevity through intergenerational opportunities; older adult support; providing a continuum of care; and offering activities that allow seniors to age-in-place. Scottsdale also provides exceptional parks, community centers, and recreational facilities that serve residents and visitors of all ages.

Furthermore, the city has been repeatedly recognized for its efforts to improve the well-being of local youth and families, including: classes and programs for children; sports and recreation programs; critical human services; access to informational resources and

early learning and literacy programs at four library branches; and promoting family self-sufficiency.

HC 3

Build on Scottsdale's leadership role in wellness and healthful living.

HC 3.1 Provide quality recreation, community events, and neighborhood services that foster physical activity and encourage healthful living.

HC 3.4 Continue to foster and market Scottsdale as a resort, wellness, rejuvenation, and healthcare destination.

Response: The Property offers all the key ingredients for a residential health care facility given its ideal location with proximity to state of the art medical care, support services, cultural amenities, retail/support services, recreational opportunities, and multimodal transportation alternatives promoting healthful living and maintaining a Scottsdale lifestyle for our seniors. The proposed development offers a continuum of care by providing independent, assisted living, and memory care units with a range of floor plans and options.

Memory care is provided with nurse stations, medical storage room, and its own separate activity and community dining space to keep residents safe from wandering. Assisted living residents require assistance with daily activities of living and are provided shared community space and wellness support along with the independent living residents. Community spaces provided include community dining and great room, fitness, library, music, theater, and game room to promote resident health and wellness as identified on the floor plan.

HC 5

Accommodate the physical, social, and economic needs of Scottsdale's senior citizen population in community decisions.

HC 5.1 Address the increasing needs of Scottsdale's senior citizen population by:

- Providing opportunities for older citizens to interact with the community;
- Promoting a variety of choices in residential living options;
- Supporting and promoting the provision of elder care services from public and private providers, including employers;
- Meeting their changing mobility needs; and
- Promoting aging-in-place initiatives.

HC 5.2 Work collaboratively with public and private partners to plan for the needs of Scottsdale's aging population.

Response: As the Scottsdale's population continues to age, there will be a growing need for alternative residential options for our residents. Given the demographics and land uses surrounding the Property, the site is ideally situated for adults to age in place. Nearby HonorHealth Osborn medical campus, Granite Reef Senior Center, Civic Center Library, Scottsdale Stadium, Paiute Neighborhood Center, and Indian Bend Wash, provide adults the opportunity to maintain a vibrant

and active lifestyle while living in a residential health care facility that is suited for their range of needs. Volunteer opportunities included, but are not limited to, Museum of the West, HonorHealth, Civic Center Library, and numerous art and gallery opportunities. The nearby established residential communities also foster the opportunity for families to live closely, enhancing a sense of community and comfort for seniors.

HC 6

Foster a caring community where people are involved in community life, citizens help each other, and youth, families, and older adults are nurtured and supported.

HC 6.1 Create a sense of belonging among residents and visitors by:

- Promoting opportunities that bring people together;
- Enhancing intergenerational activities;
- Programming that fosters civil dialogue and mutual understanding; and
- Encouraging broad participation in local neighborhoods and community-wide activities.

Response: This development enhances the intergenerational aspects and sense of belonging promoted in the General Plan by providing an opportunity for seniors to age in place in the heart of Old Town benefiting from the range of nearby social, entertainment, recreational, volunteer, and medical uses.

Housing Element

H 3

Provide housing options that allow for all generations of Scottsdale residents to continue to live here, regardless of life stage or ability.

H 3.1 Develop the full spectrum of senior housing options in locations served by public transportation or within reasonable walking distance to health services and community facilities.

H 3.2 Promote housing opportunities and accessible living environments that allow seniors to age-in-place, either in the same home, assisted living facilities, continuing care facilities, or other housing types within the same community. Sensitively integrate and connect these facilities into neighborhoods.

H 3.3 Encourage intergenerational interaction by linking housing with community facilities.

Response: Providing a variety of housing options that address the needs of multiple demographics contributes to a strong economic base. Old Town Scottsdale and surrounding area have a growing senior population but housing options for this cohort are currently limited. This proposal will meet the growing need for senior living and contribute to the long-term economic prosperity of the surrounding area by providing residents the opportunity to age in place. Further, the development will help diversify the local economy and support a sustainable economic future as the City continues to grow, change, and mature.

Recreation Element

R 2

Provide and enhance recreational opportunities that meet the diverse needs of Scottsdale's citizens and visitors.

R 2.5 Develop and maintain a citywide interconnected network of trails to provide valuable recreation and fitness opportunities for residents and visitors. Where possible, trails should connect to neighborhoods and serve major destinations.

R 2.6 Provide multi-generational recreation programming and facilities, that consider the full spectrum of community and special social or physical needs, interests, and financial resources.

Response: The Osborn intends to provide wellness and recreational amenities for its residents within the community itself. However, the site benefits from numerous walkable opportunities throughout Old Town and is located within three-quarters of a mile from the Indian Bend Wash recreation open space system directly to the east of the Property.



Safety Element

S 6

Protect the health, safety, and welfare of the public from the impacts of flooding.

S 6.1 Identify drainage system needs, and make improvements where flood control problems exist

Response: A drainage report is provided with the zoning application addressing the public safety and welfare of residents with respect to drainage systems in conformance with City requirements.

❖ CONNECTIVITY

Circulation Element

C 1

Design and improve transportation corridors to safely and efficiently move people and goods.

C 1.1 Support the public transit system to assure adequate and affordable access to and within our community for citizens, employees, visitors, and businesses through the use of future technologies and micro-mobility options.

C 1.2 Coordinate transportation and land use planning to enhance an integrated, sustainable transportation system that promotes livable neighborhoods, economic vitality, safety, efficiency, mode choice, and adequate parking.

C 1.5 Incorporate strategies and technologies that efficiently move people, improve transportation system capacity and enhance mobility choices.

C 1.7 Retrofit aging neighborhood infrastructure and streets and create non-motorized neighborhood connections to enhance livability, safety, accessibility, and comfort.

Response: The Property is located on the southwest corner of Scottsdale and Osborn Roads, with immediate access to public transportation, and is less than two miles away from the Loop 101, which provides regional access. Existing public transportation options include both trolley and bus service. Valley Metro bus Route 72 runs along Scottsdale Road immediately adjacent to the site. Trolley route MLHD runs along Miller Road and provides access from the Granite Reef Senior Center north to Mustang Library. Trolley route CM68 runs along Camelback Road and 68th Street through Old Town connecting to the Paiute Neighborhood Center in route to Scottsdale Community College. Valley Metro transit Route 50 runs along Camelback Road and Route 41 runs along Indian School Road providing east-west connections through the Valley. Beyond the immediately adjacent context, the Property is located within close proximity to numerous cultural venues, medical, and service-related business. The Property is well situated to benefit and further enhance Old Town's walkable environment through streetscape sidewalk connectivity and the internal pedestrian pathway and public plaza, which connects Scottsdale Road to 71st Street.

Transit Routes



Source: scottsdaleaz.gov/trolley

C 2

Reduce the number, length, and frequency of automobile trips to improve air quality, reduce traffic congestion, and enhance quality of life and the environment.

C 2.1 Encourage a mix of land uses that will reduce the distance and frequency of automobile trips and support mobility choices.

C 2.2 Integrate a variety of mobility choices along local and regional transportation corridors.

C 2.3 Reduce demands on transportation networks by using trip reduction strategies and travel demand management techniques, including technology and applications, telecommuting, alternative work schedules, carpooling, and transit/bicycling incentives in order to provide travelers with effective choices to improve travel reliability.

C 2.4 Work with employers to provide incentives and encouragement for trip reduction strategies.

C 2.5 Promote non-motorized travel for short neighborhood trips.

Response: As mentioned above, the Property is well-situated for regional access while also taking advantage of transit opportunities and promoting walkability. The Osborn implements a range of

General Plan goals including the integration of new high-quality, vibrant architecture, and context appropriate site planning, creating a pedestrian presence with ground level activity and shade through landscaping. The development also provides senior residential housing options within the Old Town mixed-use context, thereby reducing trip generation. A traffic report is provided with the zoning submittal.

C 3

Continue to develop an effective, safe, and connected multimodal transportation system (e.g., streets, trails, bikeways, shared-use paths, transit).

C 3.2 Create a diversity of mobility choices in Growth and Activity Areas, which have the greatest intensity of development.

C 3.5 Increase accessibility to transit options through non-motorized and other transit connections, such as, neighborhood circulators; on-demand transportation network companies; improved/enhanced sidewalks, multimodal paths, bicycle lanes; and non-motorized options for the final mile to reach public transit services.

C 3.6 Create, preserve, and enhance multimodal connections between residential areas and neighborhood-supporting land uses.

Response: The proposed residential health care use is integrated in the heart of the Old Town Growth Area near medical, support services, entertainment, and cultural opportunities with multimodal transportation options as well as transportation services offered for the residents of The Osborn. The well-located site offers convenient connectivity to residential neighborhoods, community buildings/services and recreational opportunities as well.

C 8

Provide a comfortable and accessible transportation system to increase ability to reach goods, services, and activities. Many factors affect accessibility, including mobility (physical movement), the quality and affordability of transportation options, transportation system connectivity, and land use patterns.

C 8.1 Provide pedestrian safety, comfort, and amenities that reflect streetscape design and character of an area.

C 8.2 Consider the needs of all community members and visitors as well as the special needs of children, seniors, and people with impaired mobility in the planning and design of the transportation system.

Response: The streetscape design and ground level activity will allow comfort and ease of walkability for residents, guests and Old Town patrons. Hardscape, landscape, lighting, and wayfinding will respect the user and provide unified connectivity to the established pedestrian network. Streetscapes have been improved to encourage pedestrian comfort, safety, and accessibility with the proposal. Sidewalks have been updated: 8' wide sidewalks along 71st street and Osborn are separated from back of curb by 4' of landscape area; the 8' sidewalk along

Scottsdale Road is separated from back of curb by 6' of landscape area. With respect to the Scottsdale Road Street Guidelines, the Property is located within the Scottsdale Road Segment 2 – Downtown. The proposed landscape palette along Scottsdale Road incorporates Pistacia providing strong continuous thread from The Carter property. The tree palette along Osborn Road includes Heritage Live Oak to match and coordinate with existing Ten Wine Lofts to north. The entire frontage is treated as a green space with planting areas and pedestrian activation elements including accent paving, seating, shade, and art installation.

Bicycling Element

B 1

Develop continuous, accessible, and interconnected bicycle networks.

B 1.1 Continue to participate in regional bikeway system planning.

B 1.2 Promote convenient connections between on-street and off-street bicycling networks throughout the city and with neighboring jurisdictions.

B 1.3 Continue to integrate bicycle lanes and buffered bicycle lanes through street restriping and other techniques.

B 1.4 Continue to expand and enhance off-street bicycling networks, and connect them to existing and planned on-street bicycle networks.

Response: The existing bike lanes along Osborn Road will be maintained, which provide connectivity to the Indian Bend Wash and Arizona Canal path system. Bicycle racks will be provided onsite in conformance with City standards.

❖ REVITALIZATION

Neighborhood Preservation & Revitalization Element

NPR 1

Preserve and enhance the character, identity, and quality of Scottsdale's diverse neighborhoods.

NPR 1.1 Support innovative, well-designed, sustainable building construction and rehabilitation to enhance neighborhood character and identity.

NPR 1.2 New construction and exterior remodels or renovations should sensitively address neighborhood character and transition areas.

Response: Redevelopment and revitalization of the site for a new residential health care community brings a wide range of amenities including, but not limited to, ground level retail/restaurant space open to the public, enhanced landscape and hardscape, shade, improved

pedestrian connectivity, sensitive edge buffering, vibrant architecture, public art, placemaking and underground parking. Due to unique site constraints, and given its infill nature with three street frontages, the builder is requesting a height amendment from 66-ft to 74-ft (8-ft increase) consistent with the Type 2 development standards and bonus provisions. However, no amended development standards are being requested for setbacks and stepbacks to maintain sensitive edge conditions and transitions to the adjacent built environment.

NPR 5

Promote neighborhood interaction to help create and maintain strong communities.

NPR 5.1 Preserve existing and create new public gathering spaces within walking distance of residential areas.

NPR 5.3 Encourage physical and social links between non-residential and residential land uses.

Response: The Osborn contributes towards a pedestrian oriented Old Town atmosphere by improving the pedestrian realm. This is achieved with activation of the adjacent street frontages and the completion of the pedestrian paseo/public plaza along the southern edge of the property adjoining The Carter development directly to the south. Improving the pedestrian character of redevelopment sites is a key component to maintaining a thriving Old Town.

Conservation, Rehabilitation, & Redevelopment Element

CRR 1

Support high-quality, context-appropriate redevelopment, rehabilitation, and conservation to promote long-term neighborhood stability.

CRR 1.1 Support redevelopment that is sensitive to the identity and character of Scottsdale's maturing neighborhoods.

CRR 1.2 Continue strategic and proactive intervention efforts for property redevelopment, rehabilitation, and maintenance on properties beginning to show signs of decline, so as to prevent further progression of blight, distress, underutilization, or deterioration.

CRR 1.3 Support the proactive participation of affected residents and business owners during the planning and implementation of redevelopment and neighborhood conservation projects.

CRR 1.5 Protect established areas/neighborhoods by promoting context-appropriate infill development; sensitive neighborhood and property assemblage; and innovative adaptive reuse of existing community resources and historic properties.

CRR 1.6 Upgrade substandard infrastructure during redevelopment and rehabilitation projects.

Response: The redevelopment of this Property for a residential health care facility will bring new vibrant architecture and design to a suburban-style single user site with a vase asphalt surface parking that was developed under the previous C-2 zoning. The design of this infill development site, which is located in the heart of Old Town, took inspiration from surrounding architecture as

well has the historic Old Town context through building massing, materials, color and detailing while respecting the Southwestern climate. As demonstrated in the Public Participation plan submitted with the zoning application, neighborhood outreach is ongoing throughout the process to ensure dialogue with the community regarding the request.

CRR 2

Sustain long-term economic well-being through redevelopment, rehabilitation, and conservation.

CRR 2.1 Support and encourage public and private economic reinvestment in declining areas.

CRR 2.2 Encourage reinvestment that positively impacts the visual impressions and experiences of residents, businesses, and visitors.

CRR 2.3 Promote redevelopment and rehabilitation of older commercial areas to maintain Scottsdale's standing as one of the major retail, restaurant, and entertainment destinations within the metropolitan area.

CRR 2.4 Foster redevelopment and rehabilitation of mature employment centers to enhance Scottsdale's commercial property inventory and provide new job opportunities.

CRR 2.5 Encourage healthy, resource- and energy-efficient building materials and methods during conservation, rehabilitation, and redevelopment efforts.

Response: Revitalizing and redeveloping properties is a critical part of the economic vitality of the community as it matures and grows. Integrating additional senior housing options in Old Town is essential for the continuing economic growth and sustainability of Scottsdale. The project implements this General Plan goal by integrating a residential health care community in a mixed-use setting with convenient access to medical, shops, galleries, museums, and major transportation corridors. The Osborn will reinvigorate the intersection of Scottsdale and Osborn and enhance the quality of life for the aging residents of Scottsdale. This redevelopment will stimulate additional taxpayer dollars, provide additional jobs, and encourage more infill development of aging properties. Use of efficient sustainable building materials will be implemented as discussed above under the Environmental Planning Element.

Growth Areas Element

GA 1

Direct growth in areas of the city that can support a concentration of development density and intensity, as well as a broad mix of uses.

GA 1.1 Designate Growth Areas in locations:

- With infrastructure capacity to accommodate higher levels of activity and a mix of uses;
- Where infrastructure upgrade/extension will be most cost-effective;
- With multimodal transportation access;
- Needing focused reinvestment;

- Where regional attractions exist or are planned; and/or
- That will reduce development pressures in lower-intensity areas of the city.

GA 1.3 Ensure that such development sensitively responds to neighborhoods, infrastructure, and character within and next to Growth Areas.

GA 1.4 Accommodate the highest intensity of development in designated Growth Areas. In some cases, Character Area Plans may be more specific on appropriate locations for higher intensity development within both Growth and Activity Areas.

GA 1.5 Identify Growth and Activity Area “edges,” and incorporate context-appropriate transitions between these “edges” and adjacent neighborhoods to minimize the impacts of higher-intensity development.

Response: Integrating a residential health care community in Old Town adjacent to HonorHealth Osborn brings physical and economic synergy, that will continue to enliven and enhance Old Town consistent with the goals and policies of the General Plan and OTSCAP by offering new housing options for seniors. This residential health care use is an ideal fit given the range of surrounding land uses. The building massing is designed to respectfully integrate with the surrounding building heights including Ten Wine Lofts (60-ft) and The Carter (66-ft). Further, the HonorHealth campus is zoned for building heights up to 150-ft.

Redevelopment and revitalization of the site brings a wide range of amenities including, but not limited to, ground level retail/restaurant space open to the public, enhanced landscape and hardscape, shade, improved pedestrian connectivity, sensitive edge buffering, vibrant architecture, public art, placemaking and underground parking. Due to unique site constraints and given its infill nature with three street frontages, the builder is requesting a height amendment from 66-ft to 74-ft (8-ft increase) consistent with the Type 2 development standards and bonus provisions. However, no amended development standards are being requested for setbacks and stepbacks to maintain sensitive edge conditions and transitions to the adjacent built environment.

GA 2

Improve access to automobile, transit, and other mobility options to, from, and within Growth and Activity Areas.

GA 2.1 Coordinate a balanced multimodal circulation system that can accommodate changing demographics and patterns of development within identified Growth and Activity Areas.

Response: The Osborn contributes towards a pedestrian oriented Old Town atmosphere by improving the pedestrian realm with activation of the adjacent street frontages (Scottsdale Road, Osborn Road, and 71st Street) and the completion of the pedestrian paseo/public plaza along the southern edge of the property. Improving the pedestrian character of redevelopment sites is a key component to maintaining a thriving Old Town that minimizes focus on the automobile and encourages multimodal transportation. Additionally, the Indian Bend Wash is located less than one mile to the east of the site and offers recreational opportunities for residents and employees. Old Town is designated as a Growth Area and integrating new senior living within close proximity

to healthcare, support services, and multimodal transportation opportunities provides a greater balance of land uses to better serve the changing needs of a maturing population.

GA 5

Recognize and build on the character and diversity of Scottsdale's various Growth and Activity Areas.

GA 5.1 Support land use compatibility with nearby neighborhoods through context- appropriate development within Growth and Activity Areas.

GA 5.2 Protect key economic and historic assets from incompatible land uses in designated Growth and Activity Areas.

GA 5.3 Support compact development patterns which minimize the need for added public facilities in Growth and Activity Areas.

GA 5.4 Promote new development, revitalization, and redevelopment within Growth and Activity Areas that maintains fiscal sustainability, promotes long-term economic development goals, and enhances quality of life.

***OLD TOWN GROWTH AREA** is the commercial, cultural, civic, and symbolic center of the community. Old Town includes a collection of interconnected, mixed-use districts. While one of the city's local and regional draws for shopping, dining, and entertainment, Scottsdale's Old Town is a prime tourist destination. The Old Town Growth Area, through the Old Town Scottsdale Character Area Plan, denotes locations for some of the greatest development intensity within the community. Building heights generally range between two and six stories, depending on location and district context, and may exceed six stories in certain areas identified in the Old Town Scottsdale Character Area Plan. At the center of the Old Town Growth Area is the Downtown Core. The Downtown Core, as identified, described, and defined by specific boundary in the Old Town Scottsdale Character Area Plan, is pedestrian-oriented, and includes downtown's historic legacy and heritage, specialty retail, art galleries, restaurants, public art, and the highest concentration of individually designated historic buildings found in the city. In contrast to the majority of the area, the Downtown Core is comprised of the lowest intensity of development in all of Old Town. The small-lot development pattern, active ground level land uses, and pedestrian focus of the Downtown Core are some of the primary elements that give Old Town its most identifiable character.*

Response: The proposed development is contextually appropriate with respect to land use and physical improvements including massing, architecture, materials, landscape, hardscape, and lighting. The synergy of uses between the proposed residential health care facility and existing adjacent commercial retail, medical, and employment uses will bolster the economic vitality of the area. Redeveloping and revitalizing an underutilized infill site in the heart of Old Town is key to promoting land use and economic sustainability; allowing reinvestment to strengthen the long-term success of Scottsdale.

Cost of Development Element

COD 1

As permitted by State Law, require development to pay its fair share of the cost of public service needs it generates.

COD 1.6 Continue to use water, water resources, and sewer development fees to ensure that new growth pays for itself without adversely impacting existing customers.

Response: The development will comply with all City requirement with respect to water and sewer development fees to ensure that development pays for growth.

COD 2

Promote development timing guided by the adequacy of existing and/or expandable infrastructure, services, and facilities.

COD 2.2 Ensure proposed development commits to construction of primary water, wastewater, and circulation systems, as necessary, before approval.

Response: Consistent with City requirements, the builder has submitted water and sewer basis of design reports, as well as a traffic report, with the zoning application to ensure adequate infrastructure and transportation systems are in place to serve the proposed use.

❖ INNOVATION & PROSPERITY

Economic Vitality Element

EV 1

Foster Scottsdale's resiliency to economic change through support of our core industries (e.g., tourism, healthcare, bio/life sciences, advanced business services), assets, regional competitiveness, and economic diversity.

EV 1.2 Support retention and expansion of established businesses and provide resources for businesses to adapt to changing market conditions.

EV 1.3 Diversify Scottsdale's businesses, focusing on industries that add value to the existing economic environment.

Response: Providing a variety of housing options that address the needs of multiple demographics contributes to a strong economic base. Old Town Scottsdale and surrounding area have a growing senior population but housing options for this cohort are currently limited. This proposal will meet the growing need for senior living and contribute to the long-term economic prosperity of the surrounding area by providing residents the opportunity to age in place. Further, the development will help diversify the local economy and support a sustainable economic future as the City continues to grow, change, and mature.

OLD TOWN SCOTTSDALE CHARACTER AREA PLAN

The Downtown Multiple Use Type 2 category supports a variety of major employment and service -uses including, but not limited to, multiple story residential, residential health care facilities, office, tourist accommodations, commercial retail, and support services consistent with the intensity of uses which are typically found in Old Town Scottsdale. Additionally, revitalizing and redeveloping older properties is a critical part of the economic vitality of the community as it matures. Thus, the proposed redevelopment of the site is essential for the continuing economic growth and sustainability of the City as a whole and area small businesses.

The D/DMU-2 PBD DO zoning district is consistent with the General Plan and Old Town Plan land use designation for the Property. The Old Town Plan's goals and policies which relate specifically to the proposed Development Plan for the Property are identified as follows:

➤ LAND USE

GOAL LU 1:

MAINTAIN OLD TOWN SCOTTSDALE AS THE COMMERCIAL, CULTURAL, CIVIC, AND SYMBOLIC CENTER OF THE COMMUNITY.

Policy LU 1.1

As a General Plan designated Mixed-Use Neighborhoods, Old Town Scottsdale should offer access to multiple modes of transportation and major regional designations, accommodate higher density housing combined with complementary office and retail uses, in vertical mixed-use structures, with a focus on pedestrian-scale architectural design at the ground level.

Policy LU 1.2

As a General Plan designated Growth Area, Old Town should accommodate future growth, new development, and redevelopment, with increased focus on enhanced transportation and infrastructure coordination.

Response: The proposed residential health care facility will further strengthen Old Town's urban environment and mixed-use character by integrating additional senior housing options into the downtown core with well-established commercial, medical, cultural, and employment land uses. Please refer to the CD1 under the General Plan discussion above regarding the specific design elements that will bring a vibrant, interactive development to the Property.

GOAL LU 2:

ENCOURAGE THE DEVELOPMENT OF OLD TOWN AS A COLLECTION OF MIXED LAND USES AND DISTRICTS.

Policy LU 2.3

*Encourage new development, redevelopment and infill that strengthens Old Town Scottsdale's mix of activities through the development of mutually supportive land uses within **Downtown***

***Multiple Use areas.** The majority of the properties within the Old Town Plan boundary are Downtown Multiple Use.*

Response: The Downtown Zoning classification allows for higher intensities in a mixed-use setting to encourage a downtown lifestyle and appropriate balance of land uses with an enhanced pedestrian environment. This application will result in the revitalization of an underutilized property. The existing D/DMU-2 PBD DO zoning and proposed revised development plan and modified stipulations will allow for context appropriate property development standards compared to what is currently allowed pursuant to the C-2 zoning designation under which the Property was originally developed. The application would modify the previously approved D/DMU- Type 2 PBD DO zoning development plan approved with case 1-ZN-2014 as stipulated to allow for the proposed use.

GOAL LU 3:

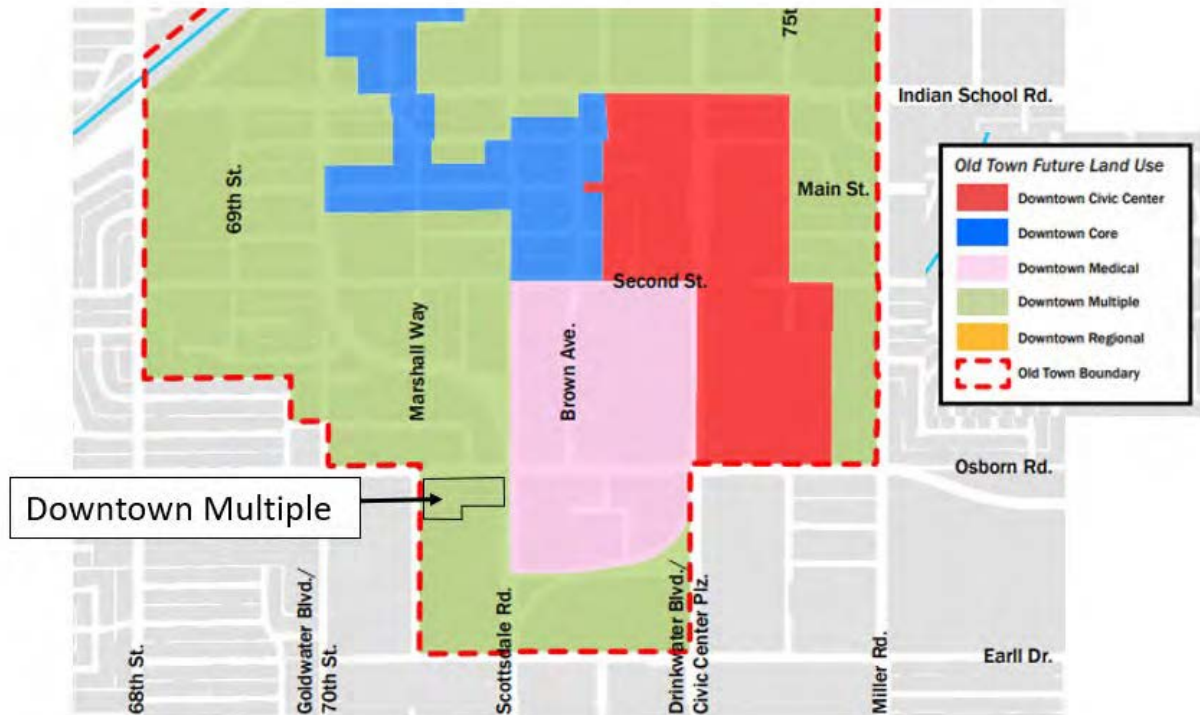
CONTINUE THE USE OF DEVELOPMENT TYPES TO GUIDE THE PHYSICAL AND BUILT FORM OF OLD TOWN SCOTTSDALE.

Policy LU 3.2

Support the highest scale Type 2 in the majority of the Multiple Use areas surrounding the Downtown Core.

Response: Implementing the purpose of the PBD overlay, the zoning request will allow for redevelopment and revitalization of the Property, integrating desirable senior housing options while bringing a wide range of amenities including, but not limited to, activity along the streetscape, enhanced landscape and hardscape, shade, improved pedestrian connectivity, sensitive edge buffering, vibrant architecture, public art, placemaking and underground parking. Due to unique site constraints and given its infill nature with three street frontages, the builder is requesting a height amendment from 66-ft to 74-ft (8-ft increase) consistent with the Type 2 development standards and bonus provisions. However, no amended development standards are being requested for setbacks and stepbacks to maintain sensitive edge conditions and transitions to the adjacent built environment.

Old Town Future Land Use Map



Source: Old Town Scottsdale Character Area Plan

GOAL LU 5:

PROMOTE DIVERSITY IN OLD TOWN HOUSING OPTIONS.

Policy LU 5.1

Develop a variety of housing types such as apartments, condominiums, lofts, town homes, patio homes and live/work units.

Policy LU 5.2

Recognize the need for housing developments that are large scale projects with numerous units and amenities, as well as small infill projects with a limited number of units.

Response: The redevelopment of this site from an underutilized property to a synergistic residential health care community promotes the OTSCAP goals and policies given the surrounding context and well-established mixed-use setting of Old Town. The proposed residences, with a range of floor plans and sizes, along with numerous amenities provide new housing options for the aging residents of Scottsdale, an underserved cohort within our community, specifically in the downtown area.

GOAL LU 6:***ENCOURAGE A MIX OF LAND USES TO SUPPORT A WALKABLE AND SUSTAINABLE DOWNTOWN.******Policy LU 6.1***

Encourage development to provide a mix of uses and active street frontages, particularly in the Downtown Core, along Scottsdale Road, adjacent to primary open space areas and within the more active Old Town districts. For development in peripheral areas such as the Garden District, the Arts District and portions of the Fifth Avenue District west of Goldwater Boulevard, and the Civic Center and Brown and Stetson Districts east of 75th Street that may not be able to support a mixed of uses with active frontages, encourage features that create visual interest at the pedestrian level.

Policy LU 6.2

Support downtown sustainability by encouraging vertical mixed-use development with and uses near one another.

Policy LU 6.3

Encourage development to make use of existing urban resources such as infrastructure systems, under-utilized sites, buildings, and transportation networks.

Policy LU 6.4

Support interconnected, pedestrian oriented Old Town districts that are comprised of a balanced mix of activities and land uses within optimal walking distance (approximately one -quarter mile).

Response: The Osborn is located on an underutilized parcel with aging restaurant building at the southern end of Old Town across the street from the 45-acre HonorHealth Osborn medical campus, which makes it ideally situated for residential health care development given Old Town's mixed-use context. The location of the proposed building will lend itself to various modes of transportation, such as by foot, bicycle, transit and/or trolley vs. car as the Property is located within close proximity to numerous medical, restaurants, retail, employment, and cultural opportunities. The City's civic complex (offices, library, and museum) is located approximately one-half mile to the northeast, The Waterfront and Scottsdale Fashion Square mall are located approximately one mile to the north and the Indian Bend Wash greenbelt is located less than one mile to the east. The landscape shaded sidewalks proposed for this building will provide a comfortable means to circulate in and around the site promoting a walkable and sustainable downtown. The intersection of Scottsdale Road and Osborn Road will be enhanced providing a greatly improved pedestrian realm to serve residents, visitors, and Old Town patrons.

➤ CHARACTER & DESIGN

GOAL CD 1:

STRENGTHEN AND ENHANCE OLD TOWN DISTRICT CHARACTER WITH CONTEXTUALLY COMPATIBLE DEVELOPMENT.

Policy CD 1.1

Incorporate the distinctive qualities and character of surrounding and/or evolving, context into building and site design.

Policy CD 1.2



Encourage public and private development to establish new urban design and architectural character in areas where downtown development patterns are fragmented or in transition.

Policy CD 1.5

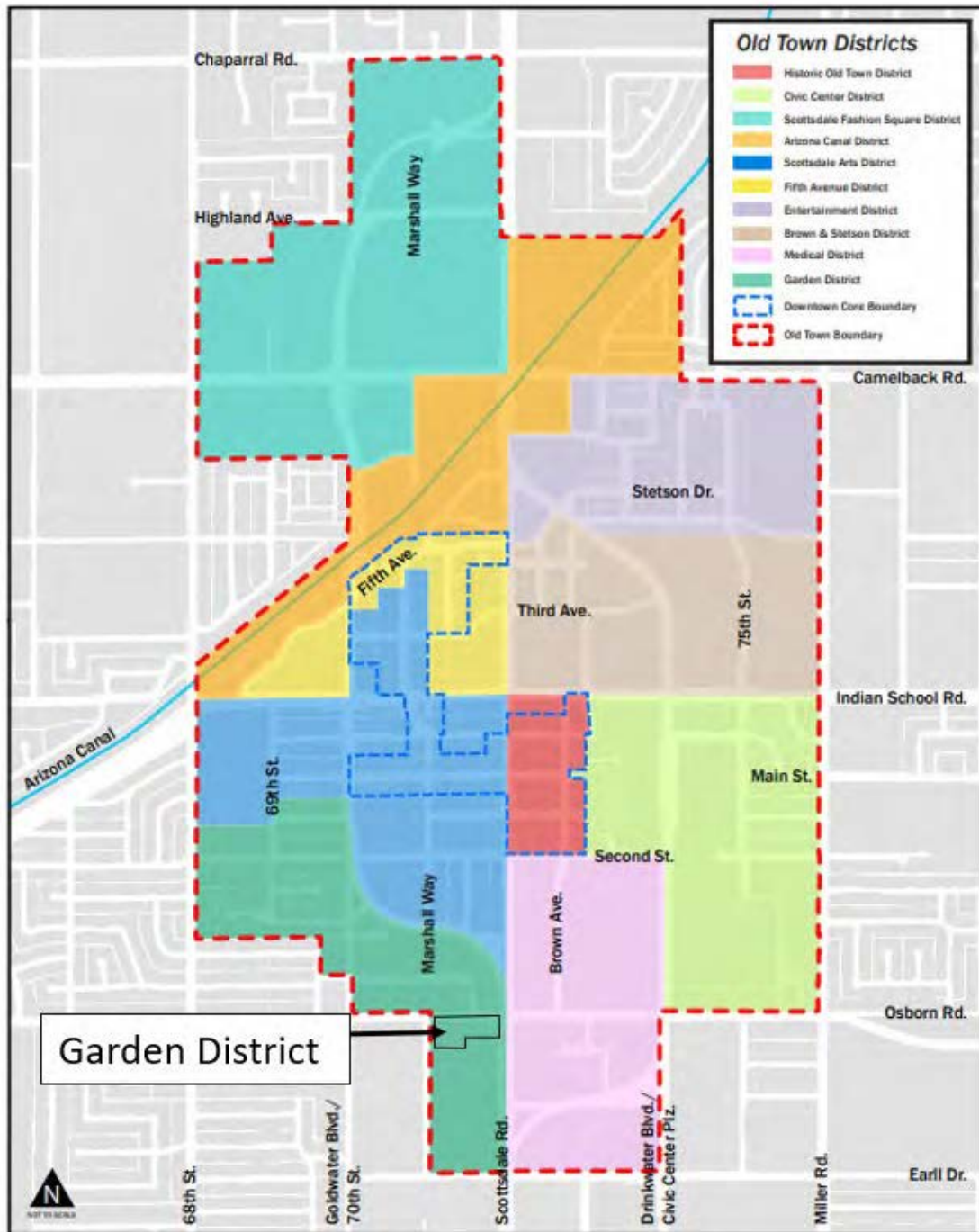
Maintain pedestrian oriented small-town character and human scale in the Downtown Core. Incorporate similar elements of pedestrian character and scale at the street level of all downtown districts.

Response: The Osborn being located on the southern edge of Old Town within the Garden District and directly adjacent to the Medical District (see Old Town Districts Map below), has a unique opportunity to serve as a connection between a range of established land uses and development types. The streetscape design will embrace the Old Town Scottsdale Urban Design & Architectural Guidelines and provide a welcoming pedestrian environment for Old Town patrons and nearby residents as compared to the more car-centric surface parking that exists today. Redevelopment of which will significantly reduce the urban heat island effect with integration of 20,905 s.f. of open space on the Property and the elimination of the expansive asphalt parking lot. The proposed development will provide a comfortable and safe streetscape designed with human-scale elements, shade and movement through both hardscape and building forms. Trees and shrubs will be used to create a comfortable microclimate as well as providing visual relief that will enhance the pedestrian experience along the street edge and encourage the use of sidewalks to get from one destination to another further enhancing the mixed-use character of Old Town and respecting the existing building context.

Old Town Districts

	Medical District – Various medical offices and the HonorHealth Osborn Medical Campus comprise the majority of this district.
	Garden District – This district includes mid-century apartments and condos as well as new multifamily housing. Restaurants and service oriented businesses serve district residents and visitors.

Old Town Districts Map



Source: *Old Town Scottsdale Character Area Plan*

GOAL CD 2:

DEVELOPMENT SHOULD SENSITIVELY TRANSITION IN SCALE, HEIGHT, AND INTENSITY AT THE OLD TOWN PLAN BOUNDARY AND BETWEEN ADJOINING URBAN NEIGHBORHOODS OF DIFFERING DEVELOPMENT TYPES.

CD 2.1

The scale of existing development adjacent to the Old Town boundary should be acknowledged and respected through a sensitive edge transition buffer. This buffer, established on a location specific basis, may include transitional development types, landscape buffers, and/or sensitive architectural design solutions to mitigate the larger building mass and height of downtown development.

Policy CD 2.2

Sensitive transitions buffers between Downtown District Development Types should be implemented through architectural design that steps down larger building mass and height, to lower development.

Response: See response above under Old Town Plan Goal CD 1. In addition, the building massing is stepped horizontally and vertically to help reduce the overall volume and create numerous transitions and additional architectural interest with no requested amended development standards to setbacks and stepbacks. The building design incorporates layers, textures and variety in materials providing four-sided architectural character that responds to the Sonoran Desert climate while also respecting solar orientation and appearance from adjacent properties. Setbacks and stepbacks will adhere to the required zoning development standards, with no amendments.

GOAL CD 3:

OLD TOWN DEVELOPMENT SHOULD RESPECT AND RESPOND TO THE UNIQUE CLIMATE AND CONTEXT OF THE SOUTHWESTERN SONORAN DESERT.

Policy CD 3.1

Promote downtown urban and architectural design that is influenced by, and responds to, the character and climate of the Sonoran Desert.

Policy CD 3.2

Enhance outdoor pedestrian comfort through the creation of microclimates that incorporate a variety of shade conditions, landscape, and features that are drought tolerant, as well as offer attractive spaces, and passively cooler temperatures.

Policy CD 3.3

Pursue building and development strategies that reduce the heat island effect within downtown.

Policy CD 3.4

Public realm and site design should incorporate techniques for efficient water use. Water, as a landscape element or design feature, should be used judiciously and placed in locations with high pedestrian activity.

Response: The landscape character of the proposed development will include a variety of plants that will provide year-round color, shade, and texture for the site in keeping with the Old Town Scottsdale Urban Design & Architectural Guidelines. The proposed plant palette will incorporate hardy plants known to thrive in the heat and sun of the Sonoran Desert climate. Plant selection and landscape design will allow the development to use water efficiently.

GOAL CD 4:

CREATE A DYNAMIC AND CONNECTED WALKABLE DOWNTOWN THROUGH URBAN AND ARCHITECTURAL DESIGN.

Policy CD 4.1

Encourage urban and architectural design that addresses human scale and provides pedestrian comfort.

Policy CD 4.2

Retain and expand the tradition of covered walkways in Historic Old Town. Encourage the use of covered walkways, cantilevered awnings, and tree canopies in all other districts.

Policy CD 4.3

Improve the pedestrian experience on arterial roadways with features such as increased and consistent sidewalk width, on-street parking, landscape buffers, landscape medians, and pedestrian refuge islands.

Policy CD 4.4

Enhance the downtown pedestrian experience through the provision of pedestrian oriented banner, wayfinding, signage, and other related infrastructure.

Response: Pedestrian circulation along the streetscape will be enhanced providing seamless interaction with the existing range of Old Town offerings. The building will also implement a widened pedestrian path and public plaza space along the southern property line, adjoining The Carter residential community, providing a connection between Scottsdale Road and 71st Street. The building design focuses on enhancements at the human level along with increased open space and new landscape and hardscape elements that provides a comfortable, walkable pedestrian realm. Signage will be woven into the project to improve wayfinding for pedestrians while blending with the architectural character of The Osborn.

Streetscapes have been improved to encourage pedestrian comfort, safety, and accessibility with the proposal. Sidewalks have been updated: 8' wide sidewalks along 71st street and Osborn are separated from back of curb by 4' of landscape area; the 8' sidewalk along Scottsdale Road is separated from back of curb by 6' of landscape area. With respect to the Scottsdale Road Street Guidelines, the Property is located within the Scottsdale Road Segment 2 – Downtown. The proposed landscape palette along Scottsdale Road incorporates Pistacia providing strong continuous thread from The Carter property. The tree palette along Osborn Road includes Heritage Live Oak to match and coordinate with existing Ten Wine Lofts to north. The entire frontage is

treated as a green space with planting areas and pedestrian activation elements including accent paving, seating, shade, and art installation.

GOAL CD 5

ESTABLISH AN INVITING AND INTERCONNECTED DOWNTOWN PUBLIC REALM AND OPEN SPACE NETWORK THAT IS USEFUL, SAFE, INTERESTING, AND COMFORTABLE TO ALL.

Policy CD 5.1

Provided high-quality, multi-functional open space areas within Old Town that include central gathering places, a series of smaller, intimate spaces, as well as active and passive recreational use opportunities.

Policy CD 5.2.

Private and public development should contribute to the creation of new, and/or the expansion of existing, public realm and open space areas throughout Old Town.

Response: Improving the existing sidewalk connections along Scottsdale Road, Osborn Road and 71st Street, expanding the east-west public path and plaza space, and integrating shade trees throughout will create a comfortable microclimate for the pedestrian providing a sensory change from the built environment and greatly improving the existing condition which consist of abundant pavement devoid of shade. These practices will enrich the pedestrian experience and encourage the use of sidewalks to get from one destination to the next.

GOAL CD 6

CREATE SAFE, COMFORTABLE, AND INTERESTING STREET SPACES.

Policy CD 6.1

Create a unified public realm experience through the design of downtown streets, building setback areas, and building frontages.

Policy CD 6.2

Connect downtown street spaces with other pedestrian spaces and linkages.

Policy CD 6.3

Streetscapes should provide continuity for the pedestrian across different developments along the same street. This continuity can be established through the provision of comprehensive sustainable landscape improvements, shade elements, decorative paving, street furniture, public art, and other integrated infrastructure elements.

Policy CD 6.4

Use development standards, related exceptions, and urban design guidelines regarding building location and setback to enhance the context, rhythm, and features of streetspaces.

Policy CD 6.5

Develop walkable blocks by providing new streets, pedestrian paths, courtyards, pocket parks, and plazas that connect with other streets and public or common opens spaces.

Policy CD 6.6

Create, or maintain, a defined building location to establish the public realm, establish a clear visual identity, and activate storefront areas to increase pedestrian comfort.

Response: See response to CD Goals 4 and 5 above. Streetscapes will provide continuity and connectivity from, to and around The Osborn. The design of open space elements will include sustainable, low water use landscape improvements, shade trees, shade elements, hardscape, outdoor furniture and seating spaces, public art, and integrated infrastructure. The primary focus of the site design is walkability and contextually appropriate building placement that caters to the pedestrian and celebrates all that Old Town has to offer. The site is located near the southern edge of Old Town less than one mile directly west of the Indian Bend Wash greenbelt, and as such, is uniquely situated to enhance connectivity between these pedestrian realms.

GOAL CD 7

INCORPORATE A REGIONAL LANDSCAPE PALETTE THAT COMPLEMENTS THE URBAN AND PEDESTRIAN CHARACTER OF OLD TOWN.

Policy CD 7.1.

Old Town open space and landscape elements should project a desert oasis character, providing an abundance of shade, color, varied textures and forms.

Policy CD 7.2

Landscape materials should complement the built environment, land uses, and other downtown activities. Careful selection of downtown plan materials should take into account attributes such as scale, density, placement, arrangement and maintenance requirements.

Response: The landscape palette will complement the existing urban context by integrating desert-lush vegetation that provides an abundance of shade, color, texture, and form while providing a setting for the proposed building. Mature desert landscaping and materials will enhance the pedestrian experience and soften the vertical and horizontal surfaces by incorporating natural shading elements. These elements help to delineate walkways providing a unique blend of texture and filtered light to soften the outdoor space. The landscape character will incorporate trees and shrubs that will thrive in their unique urban environment while complementing the architecture and responding to specific microclimatic conditions. The setting unites site furnishings, identifiable hardscape patterns and unique elements that will enliven the pedestrian realm and blend into the context of Old Town.

GOAL CD 8

INTEGRALLY DESIGN LIGHTING INTO THE BUILT ENVIRONMENT.

Policy CD 8.1

Achieve a balance between ambient light levels and designated lighting needs.

Policy CD 8.2

Encourage lighting that is energy efficient and designed to serve both pedestrian and vehicular safety in public and private spaces.

Policy CD 8.3

Use lighting to provide a safe and inviting nighttime environment for residents, businesses and visitors, and to enhance nighttime special events and activities.

Response: Energy efficient lighting will be utilized to provide appropriate levels for wayfinding and building accent while respecting the existing Old Town environment and Scottsdale's lighting standards and lighting levels. Specific exterior lighting standards are still under consideration.

GOAL CD 9

IMPLEMENT HIGH QUALITY URBAN AND ARCHITECTURAL DESIGN IN OLD TOWN.

Policy CD 9.2

Incorporate the Scottsdale Sensitive Design Principles and the Old Town Urban Design and Architectural Guidelines in all development.

Policy CD 9.3

Achieve high quality urban and architectural design through the development review process.

Policy CD 9.4

Integrate art into downtown urban design and architecture.

Response: The building and site design will promote the Scottsdale Sensitive Design Principles and embrace the Old Town Scottsdale Urban Design & Architectural Guidelines as outlined in the sections below. Complementary massing, textures, colors, and materials will create strong aesthetic connections between existing building environment and newly constructed building while still maintaining a unique and identifiable character. Art will be integrated onsite or within the Old Town setting per the Cultural Improvements requirements. Details regarding the specific public art element(s) are still being refined by the builder.

GOAL CD 10

INCORPORATE SUSTAINABLE BUILDING PRACTICES IN OLD TOWN DEVELOPMENT.

Policy CD 10.2

Incorporate sustainable planning design and building techniques into downtown development and use durable indigenous materials that will endure over time, to minimize environmental and maintenance impacts.

Policy CD 10.3

Encourage green building design strategies such as building orientation, passive solar response, natural day lighting, passive cooling techniques, and the integration of regional plan materials as part of downtown development.

Policy 10.4

Promote the use of energy efficient systems, construction methods, and alternative energy sources in downtown development.

Policy 10.6

Use existing urban resources, such as infrastructure systems, underutilized sites, buildings, and transportation networks to minimize the use of new resources.

Response: The Osborn development plan will meet and/or exceed all International Green Construction Codes as required on the project. Providing an infill redevelopment project within a mixed-use setting speaks directly to sustainability while reinvestment bolsters the economic stability of Old Town. The building and site design encourages walkability, using public transportation, and leaving the private vehicle behind. Additional sustainable strategies and building techniques, which minimize environmental impact and reduce energy consumption, will be utilized where feasible. Building orientation considerations and passive solar response (deep overhangs, shaded and recessed glazing) have been incorporated with site and building design given the Sonoran Desert climate. Also, see 2035 General Plan Sustainability & Environmental section above.

Policy 10.8

Maintain sustainable solid waste collection, recycling, and disposal delivery systems downtown. Encourage the use of shared waste containers and compactors among similar downtown businesses (e.g. office and retail) to reduce the number of containers in downtown, and their negative aesthetic, olfactive and circulation impacts.

Policy 10.9

Encourage downtown recycling and other waste reduction and diversion programs in civic spaces, at special events, and in commercial and multifamily residential developments.

Response: Refuse/ recycling services and loading areas may be screened from public street view as to minimize their impacts. Recycling and waste reduction techniques will be emphasized.

GOAL CD 11

INFRASTRUCTURE DESIGN SHOULD POSITIVELY CONTRIBUTE TO OLD TOWN IDENTITY.

Policy CD 11.1

Design infrastructure improvements to unify the overall identity of Old Town, while still contributing to the specific district identity in which they are located.

Policy CD 11.2

Develop infrastructure improvements that positively impact the aesthetics and mobility aspects of the pedestrian environment.

Policy CD 11.3

Underground overhead utilities when physically and economically feasible to reduce the negative visual impacts in the downtown.

Policy CD 11.4

Minimized the aesthetic and circulation impacts of power and communication system equipment located in rights-of-way.

Response: Infrastructure improvements will be unified improving the current condition and pedestrian experience in the area. Above ground mechanical will likely be minimized by utilizing ground vaults, where feasible, and/or screened from view through the use of decorative walls and/or landscaping buffers or other appropriate screening methods.

➤ **MOBILITY**

GOAL M 1:

DEVELOP COMPLETE STREETS THROUGH PUBLIC AND PRIVATE INFRASTRUCTURE INVESTMENTS AND IMPROVEMENTS.

Policy M 1.1

Maintain a well-connected downtown circulation grid comprised of complete streets that are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. A complete street responds to its community context and may include sidewalks, bicycle lanes and parking, bus lanes, comfortable and accessible public transit stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, and narrower travel lanes to enhance connectivity for all. A complete street is also consistent with federal laws and guidelines including those pertaining to accessibility.

Policy M 1.2

Provide pedestrian and bicycle facilities within large projects and development parcels and connect them to adjacent development and the greater downtown circulation system.

Policy M 1.3

Provide continuity in downtown wayfinding through the addition of landmarks, public art, distinct streetscape improvements, maps, directions, symbols, signage, and information systems for both pedestrians and motorists.

Policy M 1.4

Accommodate the movement of freight goods and services, truck delivery access and operations, and emergency response vehicles on private development sites, and out of the public right-of-way where possible.

Policy M 1.5

Encourage use of mobility options downtown, such as: transit, biking, walking, ride share, transportation carts, pedicabs and horse drawn carriages, particularly during special events.

Policy M 1.7

Maintain Goldwater Boulevard and Drinkwater Boulevard as the primary routes to accommodate pass-through traffic around downtown.

Policy M 1.8

Enhance downtown's pedestrian-oriented environment through reduced vehicular lane widths, design speeds, and intersection lengths, as appropriate.

Response: Successful downtown revitalization and redevelopment focuses on a lively pedestrian presence with mixed-use development and quality pedestrian level design and linkages. Streetscape enhancements will be made along Scottsdale, Osborn and 71st consistent with City standards creating a presence that prioritizes the pedestrian. Well-placed shade trees will create a more comfortable and inviting pedestrian space along the streetscape vs. the current more auto-centric site conditions. Additionally, expansion of the pedestrian path and public plaza is planned along the southern boundary of the site providing an east-west connection between Scottsdale Road and 71st Street. This will allow easy use of the established circulation system, in and around the site taking advantage of the multi-modal transportation options available in Old Town.

GOAL M 2:

CREATE COMPLETE, COMFORTABLE, AND ATTRACTIVE PEDESTRIAN CIRCULATION SYSTEMS.

Policy M 2.1

Design the public realm to include wide sidewalks that accommodate meeting and passing other pedestrians, queuing, pedestrian waiting areas, street furniture, pocket parks, patio areas and other desired levels of activity.

Policy M 2.2

Encourage pedestrian oriented design that included pedestrian comfort amenities such as trees, shade from buildings, seating, shelter, wayfinding and lighting, to encourage strolling, lingering and promenading, especially in areas where there is a high concentration of pedestrian activity.

Policy M 2.3

Manage existing and design future downtown transportation and related systems with a focus on pedestrian mobility, accessibility, and safety.

Policy M 2.4

Develop an attractive, interconnected network of safe and walkable pedestrian linkages to, within, and between downtown districts.

Policy M 2.5

Provide enhanced pedestrian access and connections between adjacent developments.

Response: Redevelopment of the Property will result in improvements to the pedestrian experience and ground level synergy at the street line creating enhanced connections between the nearby residential neighborhoods/communities and the numerous offerings in Old Town. This will reinforce the interconnected fabric of the entire Old Town area while providing synergy and walkability on a site that currently lacks pedestrian comfort and visual interest.

GOAL M 5

ENCOURAGE TRANSIT THAT PROVIDES LOCAL AND REGIONAL CONNECTIONS TO, FROM AND WITHIN OLD TOWN SCOTTSDALE.

Policy M 5.1

Enhance Old Town Scottsdale's local and regional transit availability and accessibility, by emphasizing high frequency and expanded hours of service within the downtown and connections to adjacent areas.

Policy M 5.2

Locate higher density development near major transit routes and venues to facilitate increased use of downtown transit.

Policy M 5.3

Link the downtown Old Town Trolley and other transit to existing and future local and regional transit networks to accommodate the needs of residents, employees and visitors.

Response: This Property is located on the southwest corner of Scottsdale and Osborn Roads, with immediate access to public transportation, and is less than two miles away from the Loop 101, which provides regional access. Public transportation options include both trolley and bus service. Valley Metro bus Route 72 runs along Scottsdale Road immediately adjacent to the site. Trolley route MLHD runs along Miller Road and provides access from the Granite Reef Senior Center north to Mustang Library. Trolley route CM68 runs along Camelback Road and 68th Street through Old Town connecting to



the Paiute Neighborhood Center in route to Scottsdale Community College. Valley Metro transit Route 50 runs along Camelback Road and Route 41 runs along Indian School Road providing east-west connections through the Valley. Beyond the immediately adjacent context, the Property is located within close range of numerous cultural venues, medical, and service-related business. The Property is well situated to benefit and further enhance Old Town's walkable environment through streetscape sidewalk connectivity and the internal pedestrian pathway and public plaza, which provides a mid-block connection from Scottsdale Road to 71st Street.

GOAL M 6

DEVELOP A CONTINUOUS, ACCESSIBLE, AND INTERCONNECTED BICYCLE NETWORK.

Policy M 6.1

Promote convenience connections between the on-street bicycling network and off-street paths and trails.

Policy M 6.2

Connect the downtown bicycling network to the regional bicycling system via the Arizona Canal, Crosscut Canal, Sun Circle Trail, and Indian Bend Wash multi-use paths.

Policy M 6.3

Integrate on-street bicycle lanes and bicycle routes throughout downtown.

Response: The Osborn will encourage alternative modes of transportation, such as by foot, bicycle, bus and/or trolley. Bicycle racks/lockers will be provided near building entrances and the existing bicycle route along both Osborn Road will be maintained. Encouraging alternative means of transportation is inherent to Old Town development as the Property is located near numerous medical, dining, retail, and cultural destinations. Additionally, the Indian Bend Wash is located less than one mile east of the site and the Paiute Neighborhood Center is located less than one mile west of the site; both recreational/community assets have direct access from Osborn Road.

➤ ARTS & CULTURE

GOAL AC 1

INVEST IN CURRENT AND CREATE NEW OPPORTUNITIES TO ADVANCE OLD TOWN SCOTTSDALE AS AN ARTS AND CULTURAL HUB WITH REGIONAL, NATIONAL, AND INTERNATIONAL SIGNIFICANCE.

Policy AC 1.1

Support a diverse range of arts and culture experiences downtown.

Policy AC 1.2

Revitalize, expand and develop new arts, cultural, and educational facilities that enhance Old Town Scottsdale's artistic landscape.

Policy AC 1.3

Grow existing and establish new high-quality, signature festivals, events and programming that attract resident and visitor audiences and distinguish Old Town Scottsdale as a premiere arts and culture destination.

Policy AC 1.4

Continue to invest in, improve, celebrate, and promote the Scottsdale Arts District, Scottsdale Civic Center, and the Arizona Canal as prominent downtown arts and culture destinations.

Response: Scottsdale's identity and brand includes art/culture, recreation, shopping, galleries, and resorts. As required by the PBD, contributions to the Cultural Improvements Program include original works of art valued at one percent of the applicable building valuation at the time of permitting in accordance with Zoning Ordinance Sec. 7.1000, currently estimated at approximately \$560,000+/-.

➤ **ECONOMIC VITALITY**

GOAL EV 1

SUPPORT OLD TOWN'S PROMINENT ECONOMIC ROLE AS A HUB FOR ARTS, CULTURE, RETAILING, DINING, ENTERTAINMENT, TOURISM, EVENTS, AND EMPLOYMENT.

Policy EV 1.1

Encourage land uses, activities, and special events that support downtown as a primary commercial, cultural and tourism destination, to maintain downtown's economic role in the community.

Policy EV 1.2

Promote downtown as an environment attractive to both leisure visitors and a skilled workforce.

Policy EV 1.3

Attract tourism-supporting land uses, activities and special events to reinforce Old Town as a robust tourism destination.

Policy EV 1.4

Proactively address economic and social changes by examining Old Town goals on a regular basis, to ensure responsiveness to shifts in economic, social, environmental, and market conditions.

Policy EV 1.5

Appeal to residents, visitors, and workers by creating and delivering programs and services that support a high quality, year-round, successful mix of retail, dining, entertainment, emerging enterprises, and small businesses that contribute to Old Town's unique character.

Response: The D/DMU-Type 2 subdistrict supports a variety of land uses including, but not limited to, residential health care, multiple story residential, office, hotel, retail shops, and restaurants. Additionally, revitalizing, and redeveloping properties is a critical part of the economic vitality of the community as it matures. Integrating additional senior residential housing options in Old Town is essential for the continuing economic growth and sustainability of Scottsdale. Further, this residential health care community will provide additional dwellings for the aging demographic near an established medical and support services. The request includes an increase in height of 8-ft through the special public improvement bonus provisions set forth in the Zoning Ordinance (Sec. 7.1200) from 66-ft to 74-ft. However, no other amended development standards are being requested with the application.

GOAL EV 2

PROMOTE PRIVATE INVESTMENT IN, AND ATTRACT NEW DEVELOPMENT TO, OLD TOWN.

Policy EV 2.1

Encourage investment in residential and commercial development that ensures Old Town's economic competitiveness regionally and nationally.

Policy EV 2.2

Promote a mix of daytime/nighttime activities year-round through residential and commercial development in Old Town.

Policy EV 2.7

Attract and retain a broad array of economic activities that widen the appeal of Old Town and strengthen the city's tax base.

Response: The Osborn will bring approximately 247+/- new residential health care units/beds to Old Town, an underserved market for senior housing; no new residential health care units have been built in Old Town in last two decades. The PBD overlay requested with this zoning application will allow for reinvestment in Old Town further stimulating the economic tax base as well as the diversity of land uses and expanded housing opportunities. Below is a more detailed description of how the PBD overlay criteria are being met.

PLANNED BLOCK DEVELOPMENT (PBD)

Sec. 6.1301. Purpose. *The purpose of the PBD Overlay District is to allow for development flexibility in the Downtown Area to assist the City in achieving the Downtown Plan, developing more Downtown Area public amenities, and adding land uses that would further promote the Downtown Area as a twenty-four (24) hour community.*

Response: In keeping with the PBD purpose and requirements, a Development Plan has been established to specify parameters for site planning, architecture, and landscaping. The intent of the Development Plan is to define an established style, character, and design quality for the site, while maintaining opportunities for specific needs and a creative identity through future approvals by the Development Review Board (DRB). The Development Plan is intended to invoke a sense of quality and character to ensure compatible development with Scottsdale's Old Town urban character. As part of the Development Plan, the applicant has created a thoughtful set of Property Development Standards consistent with the Downtown Ordinance. The proposed site development standards utilize the property development standards of the D/DMU-Type 2 zoning district except for a request for additional height from 66-ft (base) to 74-ft; an 8-ft increase. The additional height is necessary for the proposed residential health care community, given the unique infill site constraints with three street frontages and no request for amended development standards for setbacks and stepbacks.

Summary of Proposed Property Development Standards

Site Area: 3.59 +/- gross acres (156,380 s.f.);
2.57 +/- net acres (111,993 s.f.)

Base Building Height: 66 feet
Proposed Building Height: 74 feet (increase in 8 feet through bonus)

Non-Residential (includes residential health care facilities: 247 +/- units or beds)

Maximum GFAR: 1.4 or 539,700 s.f. (Site 2 / Case 1-ZN-2014)
Proposed SF: 270,105 s.f.
(No amendments)

Building Setbacks: Scottsdale Road: 20 feet
(No amendments) Osborn Road: 20 feet
71st Street: 20 feet

Building Stepbacks: Per the Zoning Ordinance
(No amendments)

Sec. 6.1304. PBD Overlay District criteria.

A. Before the first Planning Commission hearing on a PBD Overlay District application, the Development Review Board shall make a recommendation to the Planning Commission regarding the Development Plan based on the following criteria.

1. Criteria for a PBD Overlay District application in a Type 1 Area:

Response: Not applicable.

2. Criteria for a PBD Overlay District application in a Type 2 or Type 2.5 Area:

a. Development Plan shall reflect the goals and policies of the Character & Design Chapter of the Downtown Plan; and

Response: See Old Town Scottsdale Character Area Plan – Character & Design section above for response to the applicable goals and policies.

b. The site development standards and building form shall be in conformance with the Downtown Plan Urban Design & Architectural Guidelines;

Response: See Old Town Scottsdale Urban Design & Architectural Guidelines section below.

c. The building form shall reflect the planned character of development within which the development will be located;

Response: The proposed development provides continuity between newly proposed and existing architecture in the surrounding area. The Downtown Ordinance setback and stepback standards are adhered to with no exceptions including the stricter stepback plane along 71st Street which is the Downtown Boundary edge. The only amendment requested is for 8-ft of additional building height from 66-ft to 74-ft including rooftop appurtenances.

The Osborn being located on the southern edge of Old Town adjacent to the 45-acre HonorHealth Osborn medical campus has a unique opportunity to serve as a connection between a range of established land uses and development types. The streetscape design will embrace the Old Town Scottsdale Urban Design & Architectural Guidelines and provide a welcoming pedestrian environment for Old Town patrons and nearby residents as compared to the more car-centric asphalt surface parking that exists today. The proposed development will provide a comfortable and safe streetscape designed with human-scale elements, vibrant architecture, and shade and movement through both hardscape and building forms. Building forms and landscaping will be used to create a comfortable microclimate as well as providing visual relief that will enhance the pedestrian experience along the street edge and encourage the use of sidewalks to get from one destination to another further enhancing the mixed-use character of Old Town and respecting the existing building context.

- d. The Development Plan shall incorporate standards for development within three hundred fifty (350) feet of the Downtown Boundary that address appropriate transitions in building heights between the proposed development and the zoning districts abutting or adjacent to the development;*

Response: As noted, 71st Street is the Downtown Boundary and setback and stepback requirement are in 100% conformance with the Downtown Ordinance. This allows for a hierarchy of massing and stepped architecture that results in appropriate transitioning and respects the adjacent properties – specifically the mixed-use residential neighborhood to the east.

- e. The Development Plan shall incorporate standards for development within one hundred (100) feet of a Type 1 Area, shall address appropriate transitions in building heights, building massing, and landscape materials between the proposed development and the Type 1 Area;*

Response: Not applicable.

- f. The Development Plan shall incorporate standards for development adjacent to public streets that include sidewalks, pedestrian linkages, building forms and architectural features that address human scale and pedestrian orientation; and*

Response: Activated frontages are provided along Scottsdale Road, Osborn Road and 71st Street in the following ways: 9,900+/- s.f of restaurant/retail on the ground level and direct building access on the Scottsdale and Osborn, efficient vehicle movement (reduction of pavement), integration of new open space and shade trees, and quality landscape/hardscape design to enhance the pedestrian experience. Architecturally, the building will invoke a modern design providing a variety of layered building elements rather than a single, large unarticulated mass. Maintaining and enhancing pedestrian connectivity is key to the overall site design, not only providing access to nearby amenities for the resident, employees, and visitors, but also linking the existing pedestrian network throughout Old Town.

- g. The pedestrian circulation shall be accessible and easy to navigate, and incorporate open space and pedestrian linkages to the public pedestrian circulation network.*

Response: In conformance with the Old Town Scottsdale Character Area Plan, the existing network of pedestrian linkages will be celebrated and enhanced with the proposed development. Existing sidewalks along Scottsdale Road, Osborn Road and 71st Street will be tree-shaded and an enhanced pedestrian connection will provide along the southern edge of the site providing an east-west connection between Scottsdale Road and 71st Street

3. Criteria for a PBD Overlay District application in the Type 3 Area:

Response: Not applicable.

B. In addition to the criteria used by the City Council to review a zoning district map amendment application, the Planning Commission shall make a recommendation to the City Council, based on the following applicable criteria:

1. Standard criteria:

- a. The proposed development supports the land use elements of the General Plan and the Downtown Plan.***

Response: The proposed development plan supports the land use elements of the General Plan and Downtown Plan/Old Town Scottsdale Character Area Plan as discussed throughout this project narrative.

2. Criteria to add land uses to Table 5.3004.D., Land Uses for Each Sub-district of the Downtown District:

- a. Each proposed land use helps maintain a balance of land uses in the Downtown Area in accordance with the Downtown Plan.***
- b. Each proposed land use is compatible with the adjacent development, and strengthens the mix of land uses and activities in the Downtown Area.***
- c. Each proposed land use substantially implements the pedestrian oriented, twenty-four (24) hour downtown community goals of the Downtown Plan.***

Response: The applicable use regulations of the Downtown/Planned Block Development district shall apply. No additional changes are requested with this application to the land use table for the Multiple Use sub-district.

3. Criteria to achieve bonus(es):

- a. The proposed Development Plan reflects noteworthy investments to provide public benefits, improve the quality of life in the community, and assist in achieving the goals and policies of the General Plan, Downtown Plan and City objectives, primarily in the immediate vicinity of the neighborhood where the development will be located.***

Response: This application includes a request to increase in height from 66-ft to 74-ft (difference of 8-ft). Bonus calculations are provided above. The body of this document includes justification for these amendments in accordance with both the 2035 General Plan and Old Town Scottsdale Character Area Plan goals and policies. Below is a recap of the key development considerations noted earlier in the narrative, which provide justification for the requested bonus height.

Key development considerations include, but are not limited to the following:

- Implementing architectural elements found throughout Old Town and responding to the Southwestern climate through design, massing, material selection and landscaping
- Offering new senior housing options and continuum of care in the heart of Old Town with direct access to HonorHealth Osborn and numerous medical offices in the area
- Revitalizing Old Town through redevelopment and synergistic land uses
- Providing ground level activity with 9,900+/- s.f. of non-residential uses open to the public along Scottsdale Road and a portion of Osborn Road
- Strengthening the economic success of Old Town through new development while preserving and bolstering area business
- Enhancing pedestrian connectivity through sidewalk connections and public plaza design, further promoting walkability
- Focus on sustainability through design, material selection, and building methods for the well-being of both residents and the community.

OLD TOWN SCOTTSDALE – URBAN DESIGN & ARCHITECTURAL GUIDELINES (UDAG) - May 2019

ENHANCE THE PEDESTRIAN ENVIRONMENT

1. Create an interconnected, walkable downtown. (Refer to Section 5.3006 of the Scottsdale Zoning Ordinance, the DSPM, & the Americans with Disabilities Act)

Development should enhance the interconnectivity of Old Town.

- 1.1 Provide circulation connections to, from, and within a site to support pedestrian activity and other mobility options, and enhance interconnectivity within Old Town.*
- 1.2 Expand the pedestrian network throughout Old Town by incorporating pedestrian links to neighboring developments through the use of covered or shaded walkways, passageways, courtyards, and plazas.*
- 1.4 Design street-spaces that support the pedestrian. Incorporate pedestrian amenities such as safe, comfortable surfaces, seating, lighting, shade, landscape and hardscape, crosswalk refuge areas, and curb and sidewalk extensions into Old Town design.*
- 1.5 Coordinate the design of pedestrian, auto, parking, and service areas to minimize pedestrian interruption and pedestrian-vehicular conflicts.*

Response: The Osborn redevelopment plan considers the surrounding context and will become an integral component in revitalizing the area. This residential health care community supports a walkable and sustainable downtown given its established mixed-use setting. This is being accomplished, in part, by reinforcing vital connections for pre-existing pedestrian, vehicular, and existing public transportation networks. Also, see response to Guideline 2. below. Also refer to the pedestrian and vehicle circulation plan submitted with the zoning application.

2. Maintain a consistent street edge and continuity of street-spaces. (Refer to Section 5.3006 of the Scottsdale Zoning Ordinance)

A strong street edge defines and strengthens the pedestrian experience in an urban space.

- 2.1 Align new buildings with existing buildings and minimize the space between buildings to define a continuous building-street edge.*
- 2.2 Locate the majority of building frontage to a common setback line and parallel to the street. Variations to the building setback that support the pedestrian experience may be considered.*
- 2.3 Create a defined street-space where building frontages do not exist by incorporating design elements such as site walls, landscaping, overhead trellis, or covered walkway.*
- 2.4 Convey a unified street appearance through the provision of complementary street furniture, paving, lighting, and landscape plantings.*
- 2.5 Locate linear and rhythmic landscape planting at the street edge, and at site features such as intersections, entry drives, sidewalks, and courtyards.*

Response: The proposed development plan proposes to improve the streetscape and strengthen the pedestrian experience through building design, landscape, hardscape, wayfinding, lighting, and connectivity within the existing context north, south, east, and west of the site.

OPEN SPACES

3. Incorporate open landscaped spaces in Old Town to encourage human interaction.

Public spaces are an extension of the community and provide a place for human interaction. When cities have thriving civic spaces, residents have a strong sense of connection to one another and the community. The design of public and private open spaces should accommodate different levels of human engagement, from short impactful experiences, to longer interactions. Allow for flexibility within these spaces to be able to provide opportunities for special events, activities, and daily interaction.

- 3.1 Provide open space for public and private outdoor activities, special events, and day-to-day activities. Incorporate temporary and permanent infrastructure into open space and streetscape designs to support activities and events year-round.*
- 3.2 Utilize a cohesive palette of design elements such as fixtures, landscape plantings, hardscape, street furniture, and integrated infrastructure to support design continuity in downtown public spaces.*
- 3.3 Design private development to complement and reinforce the design of adjacent public spaces.*
- 3.4 Implement design techniques in and around open space areas to reduce the impacts of noise on sensitive uses.*

Response: In addition to enhanced streetscape elements with shaded detached sidewalks, the building and site design includes an expanded pedestrian path and public plaza space with decorative paving and shade trees to serve as a respite for residents, visitors, and neighbors. The Osborn will result in more open space than what currently exists today and rather than internalizing the open space for residents only, much of it is placed along the perimeter for the enjoyment of Old Town patrons and to provide visual relief from the building. The Property is uniquely positioned in on the southern end of Old Town Scottsdale with walkability to the Indian Bend Wash, the Paiute Neighborhood Center, Civic Center Mall and numerous restaurants, retail, and cultural land uses, which will be enjoyed by the residents.

4. Connect Old Town open spaces to the surrounding context.

Open spaces provide the opportunity for humans to experience the natural environment in an urban, downtown setting. Open space is of vital importance to the desirability of Old Town as a place to visit, work, or live. In addition to being attractive and vibrant places in and of themselves, Old Town open spaces need to be part of a network - or series of networks - that connect neighborhoods within and to Old Town.

- 4.1 Visually and physically connect open spaces to other spaces such as walkways, gathering and activity areas, and adjacent development sites.*

- 4.5 *Provide open space at intersections for pedestrian mobility and link these open spaces to other public areas.*
- 4.6 *When residential units occupy the ground floor, direct access to adjacent open space is encouraged.*

Response: The Osborn was designed to maintain and enhance an active street frontage reinforcing the Old Town pedestrian environment and encouraging walkability and social interaction. The context includes medical, restaurants/retail, recreational and cultural opportunities all within walking distance of the Property. As stated previously, pedestrian scale landscape and hardscape elements will contribute towards street level interaction and continuity of the existing context providing connectivity to neighboring properties.

INTEGRATION INTO THE NATURAL ENVIRONMENT

5. Manage access and exposure to sunlight; provide shade.

Outdoor spaces need a balance of sun and shade, depending on location, the season, and time of day. To create livable and inviting interior and exterior spaces, provide for shade particularly during the summer and allow access to sunlight in the winter.

- 5.1 *Design for filtered or reflected daylighting of new buildings.*
- 5.2 *Manage the seasonal solar exposure of site features through building orientation, vegetation, and architectural design.*
- 5.3 *Provide shade along pathways, in public and private outdoor spaces, and as part of building design.*
- 5.4 *Minimize, or shade, materials that absorb and retain heat. Consider utilizing materials that dissipate heat.*

Response: The building orientation, which is predominately north/south will be energy efficient. Passive solar concepts are integrated by discouraging direct solar heat gain during the hotter months; and encouraging direct solar during the colder months. Recessed and appropriately shaded windows with canopies and deep overhangs will respect such passive solar approaches. Exterior balconies and terraces provide additional shade, reduce heat reflection and glare to the interior spaces and visually softens the building character.

6. Design with context-appropriate vegetation.

Provide vegetation that will enhance the sense of place and tie the site into the surrounding environment.

- 6.1 *Emphasize a variety of drought tolerant and Sonoran Desert plants that provide water conservation, shade, seasonal color, and a variety of textures and forms.*
- 6.2 *Take into account mature vegetation sizes, characteristics, and maintenance requirements with site layout and design.*
- 6.3 *Design landscape elements and palette to relate closely to the character and function of site architecture and coordinate with neighboring properties and adjacent public areas.*

6.4 Utilize vegetation that is multipurpose, such as landscaping that reinforces the character of an area by providing shade, wayfinding, heat island relief, prominent site feature emphasis, and/or screens utility equipment and building service areas that are to be hidden from public view.

6.5 Incorporate low impact development practices into site design.

Response: The proposed landscape character includes a variety of plants that will provide year-round color, shade, and texture for the site. The proposed plant palette incorporates hardy drought-tolerant plants known to thrive in the heat and sun of the Sonoran Desert climate. Plant selection and landscape design will allow the site to use water efficiently.

INCORPORATION INTO THE BUILT ENVIRONMENT

7. Ensure continuity of site development.

The site plan, building arrangement, and orientation of uses should coordinate with neighboring properties.

7.1 Orient buildings and active uses toward streets, pedestrian corridors, and other public areas.

7.2 Incorporate courtyards and other outdoor spaces into site design and link them with outdoor spaces on neighboring sites, and to the street.

Response: Project open space is oriented towards the streetscape to provide a buffer between the pedestrian realm and proposed residential health care building. Anticipated residential amenities include those that will enhance the senior community with an inviting entry, lobby space and a fitness studio, clubroom, balconies/patios, a landscaped courtyard/herb garden, and swimming pool. The indoor/outdoor transition from the building will also allow residents, visitors and employees to immediately engage with the sidewalk network in Old Town providing for an enhanced pedestrian experience. Further, the ground level will be activated with approximately 9,900+/- s.f. of restaurant/retail space along Scottsdale Road and a portion of Osborn Road that will be open to public.

8. Design new development to be compatible and complementary to existing development.

Development compatibility helps to strengthen the continuity of character throughout Old Town.

8.1 Design buildings to reflect and enhance the existing character of an area. Establish new urban design and architectural character where downtown development patterns are fragmented or evolving.

8.2 Create a balance between new design elements and existing architectural features and materials.

8.3 Design new development to be compatible with historic resources.

8.4 Building design that incorporates corporate or user branding is discouraged.

Response: The proposed building provides continuity between the newly proposed and existing architecture of the surrounding area, providing contextually appropriate redevelopment and visual fluidity along the street frontages. The building will utilize a combination of brick, synthetic plaster, composite wall panel, metal wall panel, and metal and glass guardrail systems, among other durable natural materials. In addition to the stepped building form, building massing will be mitigated with varied fenestration patterns and a combination of recessed and cantilevered elements. The color palette invokes a Sonoran Desert inspired range of earth-tone and gray finishes with the use of lighter tones as accents bringing additional visual interest to the design.

9. Minimize the visual and physical impacts of utility equipment and building service areas.

Old Town supports the function of business, resident, and visitor activities. Site and building design should minimize the visual and physical impacts of building systems, equipment, and service areas.

- 9.1 Locate building service areas so as to minimize visibility from public view and reduce potential conflicts with on-site circulation.*
- 9.2 Conceal utility equipment, such as mechanical, electrical, solar, and communications equipment, from public view, other on-site users, and neighboring properties.*
- 9.3 Locate utility equipment and building service and delivery areas on the development site - along the alley or within the site's interior.*
- 9.4 Site planning that incorporates rideshare queuing and drop off is encouraged.*
- 9.5 Consider building improvements such as lighting and signage on façades that face onto alleyways.*

Response: All utilities, trash, recycle and delivery services are contained within the site. HVAC will be roof mounted and screened from view. This minimizes the public's interaction with those services which helps to enhance the pedestrian experience. The ground plane has been designed to create a respite for residents, visitors and Old Town patrons.

10. Contribute to the ambiance, character, and safety of Old Town through architectural and site lighting. (Refer to Section 7.600 of the Scottsdale Zoning Ordinance).

The design of a nighttime environment that instills feelings of both safety and enjoyment is important to the economic and cultural vitality of Old Town. Lighting is a key factor in creating this urban nightscape.

- 10.1 Reinforce architectural design of a building, and the surrounding context, through complementary exterior decorative light fixtures.*
- 10.2 Emphasize architectural features when illuminating building façades via concealed lighting. 10.3 Design lighting systems to minimize glare, excessive brightness, and visual hot spots; and, incorporate transitional light levels between lower and higher illuminance.*
- 10.4 Encourage exterior and interior building lights that illuminate windows and doors and contribute to increasing the light levels in pedestrian areas.*

- 10.5 Provide pedestrian scale lighting to supplement street lighting and combine street and pedestrian lighting on one support pole.*
- 10.6 Provide evenly-distributed lighting beneath covered walkways. Fixtures that produce light at a warm color temperature are preferred (2700- 3000 Kelvin).*
- 10.7 Emphasize artwork in the public realm through complementary exterior lighting. (Note: All artwork displayed in the public realm, whether luminal in nature or otherwise, is subject to review by the Scottsdale Public Art Advisory Board and/or the Development Review Board).*

Response: Lighting has been designed in a manner that is respectful of the surrounding Old Town context while maintaining safety for residents, guests, and patrons. Lighting designs are commensurate with the quality architectural style proposed for the residential health care facility, low-level with no glare or excessive intrusion for adjacent properties. Lighting is placed in a thoughtful way to provide safe pedestrian wayfinding at night and highlight paths leading along street frontages in keeping with the setting. If incorporated onsite, artwork will be tastefully lit to enhance the unique features.

11. Utilize signage that supports Old Town character and function. (Refer to Article VIII of the Scottsdale Zoning Ordinance).

Signage should provide clear, concise, and useful information, without becoming a focal point of the aesthetic environment.

- 11.1 Incorporate signage that complements development design and the surrounding area.*
- 11.2 Coordinate sign locations with building and landscape design to ensure visibility.*
- 11.3 Provide permanent business signage at the primary street frontage.*
- 11.4 Provide shingle signs under covered walkways in the Downtown Core. Locate shingle signs perpendicular to the face of the building, and at a height of no less than seven foot and six inches above the sidewalk.*
- 11.5 Illuminate wall signs with indirect lighting from a shielded light source.*
- 11.6 Illuminated cabinet signs are strongly discouraged in Old Town.*

Response: Project identification will be contextually appropriate and processed under a separate permit application and approval process. Signage will be placed to ensure visibility respecting the landscaping and ground level experience while complementing the character of the development plan.

BUILDING MASS, FORM, & SCALE

12. Design buildings to complement the existing development context. (Refer to Section 5.3006 of the Scottsdale Zoning Ordinance)

New buildings should coordinate building form and height with the surrounding context.

- 12.1 Provide compatible transition in building scale, height, and mass.*

- 12.2 Although new buildings may be different sizes, design the first few stories to visually relate to adjacent buildings and the surrounding context, by integrating architectural elements and design details of similar scale and proportion.*
- 12.3 Locate more intense building mass, height, and activity of a development away from existing development at the Old Town boundary.*
- 12.4 Utilize building form as the primary method to make compatible transitions between different Development Types, internal to the Old Town boundary. (Refer to Historic Old Town Design District section for specific guidelines relating to transitional design of new development adjacent to this Old Town district)*

Response: The Osborn is located within a Type 2 development area and is adjacent the Old Town Boundary (71st Street) to the east and a Type 3 development area on the west (Scottsdale Road). The Old Town Boundary is required to create a transition through building form and heights as it interfaces with the edge condition beyond downtown. In response to this, a series of building stepbacks (with no amended standards) are provided to mitigate the overall mass, which by design creates a tiered effect to provide visual relief and reduce scale. Additionally, there are recessed balconies that modulate the building form and reduce the scale of the exterior walls. To the south, a pedestrian pathway and public plaza will be widened from the existing condition to provide a view corridor and connectivity between Scottsdale Road and 71st Street.

13. Reduce apparent building size and mass. (Refer to Section 5.3006 of the Scottsdale Zoning Ordinance)

Reduce the visual mass and height of buildings.

- 13.1 Reducing apparent size and mass of buildings through architectural design that subdivides the building into horizontal components consisting of a base, middle, and top is preferred.*
- 13.2 Incorporate setbacks and stepbacks into building design to reduce their visual impact.*
- 13.3 Subdivide large building mass through the addition of architectural features and material articulation.*
- 13.4 Avoid long or continuous blank wall planes and monotonous wall treatments. Incorporate projections, recesses, or other architectural variation into wall planes to provide strong shadows and visual interest and help the eye divide the building into smaller parts.*
- 13.5 Provide physical and visual access points every 100- to 300-feet, subdividing building mass at regular vertical intervals.*

Response: The building massing elements provide varied architectural components that modulate and articulate the façade both vertically and horizontally, providing a base, middle and top. The ground floor is articulated with the movement, texture, relief and layering of elements creating depth and shade enhancing the pedestrian experience. These features also help to reduce the overall scale of the building and provide visual interest.

Figure 16 - Subdivide Long Walls & Horizontal Building Mass

Subdivide long walls and horizontal building mass by incorporating building breaks, off-sets, recesses, and/or horizontal wall plane projections so that an elongated development pattern is physically and visually segmented.



Conceptual Building Design



HIGH-RISE BUILDING DESIGN

14. Design high-rise buildings to reflect design excellence and fit within the surrounding context.

New high-rise buildings should reflect design excellence and innovation, acknowledge their important civic role in defining the image of Old Town Scottsdale, and respond to their impacts upon the urban landscape.

14.1 Design the base/podium so that it visually supports the middle/tower and top/ penthouse sections. Incorporate heavier, more textured materials, low walls, planters, wainscot, and other base treatments into the base/podium to visually anchor the structure firmly to the ground plane.

Response: The design elements summarized above will ensure a visual differentiation between the base, middle and top of the building as it steps and tapers to the roofline. This is enhanced with material selections and finishes as well as fenestration and solar shading.

PARKING

15. Design parking facilities that fit within the surrounding context.

Parking facilities, as infrastructure assets, support the civic, business, and residential functions within Old Town. The design of these facilities should also contribute to the architectural and urban design of the neighborhood in which they are located.

15.1 The preferred location for structured parking is below-grade. Design underground structures to provide natural air and light.

Response: Parking for the residential health care community will be provided in parking structure (two levels) accessed via 71st Street. In addition to the required parking for the residences and employees, 59+/- additional parking spaces will be provided onsite for visitors. Further, the required parking for the proposed 9,900+/- s.f. of retail/restaurant space is included in the overall parking requirements with no requested parking reduction for mixed-use.

ARCHITECTURAL ELEMENTS & DETAIL

16. Design building façades and architectural features to fit with the surrounding context.

Consider the prevailing architectural rhythm of the surrounding context. Add variety to the present rhythm in order to maintain or enhance visual interest, yet provide enough visual continuity through the alignment of architectural features to strengthen the design of the overall area.

16.1 Design similar floor-to-floor building heights to define the visual continuity of an area.

- 16.2 Align architectural features such as window bands, cornice lines, belt courses, moldings, and other features, as appropriate.
- 16.3 Repeat architectural elements such as covered walkways, recessed bases or similar roof forms to link existing and new development.
- 16.5 Outside of the Downtown Core, provide a continuous shaded walkway along pedestrian corridors.
- 16.6 Utilize variety in building design that integrates surface detail, articulated architectural features, and other elements that enrich character, visual interest, shadow, contrast, and color.

Response: The Osborn's materials, massing, and architecture are inspired by the existing Old Town vernacular while also provide a vibrant modern aesthetic. Vertical and horizontal linear elements bring visual interest creating relief, depth, and shade, which reduces the overall scale and mass of the building. Recessed windows and exaggerated overhangs will provide solar relief to the glazing and outdoor spaces. The building facades provide balance and movement, helping to accentuate appearance and offering Old Town a vibrant, visually interesting building character.

17. Design buildings that are inviting.

Building design should be to human scale and add interest to the pedestrian experience.

- 17.1 Activate the ground floor of buildings to provide interest and a safer pedestrian environment.
- 17.2 Provide a clearly defined public entrance to the building façade that reflects the existing scale of surrounding building entrances.
- 17.3 Orient the main entrance of a building toward the street.
- 17.4 Provide frequent building entrances to minimize blank walls and other dead spaces. For Type 1 Development, incorporate at least one (1) entrance for every thirty to fifty (30-50) feet of building frontage. For Type 2, 2.5, and 3 Developments, incorporate at least one (1) entrance for every thirty to fifty (30-50) feet of building frontage, but not to exceed 100 feet.

Response: The building offers a more transparent interface along Scottsdale Road and Osborn Road with direct access to the restaurant/retail space on the ground level. The ground level of the proposed development plan is activated with tree-shaded sidewalks, abundant outdoor seating, increased open space, improved hardscape, and low-level lighting for safety.

MATERIALS

18. Use context-appropriate materials, colors, and textures in Old Town development.

Materials should be of high-quality, durable, easily maintained, and able to withstand the climatic conditions of the desert southwest. Materials should help tie buildings into the composition of the neighborhood. Use of local materials helps to further define sense of place.

- 18.1 Use materials with colors and coarse textures that are associated with the desert southwest.

- 18.2 Use materials that complement the existing area in texture, finish, scale, color, and other design aspects.
- 18.3 Use colors and materials that emphasize shadow patterns.
- 18.4 Reflective materials that create glare and façades that are more than 80% glass are discouraged.
- 18.5 Emphasize muted desert colors (Main Color) having a value of less than seven (7) and a chroma between three (3) and fourteen (14), as indicated in the Munsell Book of Color. The Light Reflectance Value is to be 70% or less. Intense, saturated colors are only encouraged as accents.
- 18.6 Exterior finish materials such as concrete, brick, and tile to be left in their natural color or colored integrally, as opposed to being painted, stained or coated.
- 18.7 Natural materials are preferred over simulated materials, particularly at the ground level of buildings and other locations where direct contact by pedestrians occur.
- 18.8 Changes in paint color, building material, and/or texture that occur with a change in horizontal wall plane, or with strongly pronounced scoring, expansion joints, reveals or other similar wall details are encouraged. Abrupt changes in materials, colors, and textures are discouraged.
- 18.9 Vertically-stacked materials ordered by perceived material weight, with the “heaviest” materials at the bottom, and the “lightest” materials towards the top, are encouraged. This ordering method contributes to the appearance of the building being anchored to the ground plane, and upper levels being supported by the building base.

Response: As noted above, the building materials takes cues from the Old Town context. Vertical and horizontal linear elements also bring visual interest creating relief, depth and shade, that helps to reduce the overall scale and mass of the building.

SCOTTSDALE SENSITIVE DESIGN PRINCIPLES

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. In addition to the response below, please refer to Goal CD 1 above for a specific description of the design elements.

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

Response: The vibrant, contemporary building character and stepped heights are complementary to the surrounding development pattern. The proposed building will utilize a variety of desert appropriate textures and building finishes, incorporate architectural elements that provide solar relief, shading and deep overhangs, and celebrate the Sonoran Desert climate by creating outdoor spaces and common amenities for its residents and visitors while also tying to the existing pedestrian network throughout Old Town.

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

Response: Although the setting of this Old Town site is urban in character and does not have natural features such as washes and natural area open space, the development team has taken special consideration in providing appropriate interaction with the streetscape through building design and attention to the ground-level experience including additional open space, shade canopies, and shade trees.

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

Response: The Property is an Old Town redevelopment site located on a relatively flat improved parcel of land that is predominately an asphalt parking lot. Landscaping will consist of low-water use desert appropriate landscaping materials in conformance with established guidelines.

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

Response: The proposed redevelopment will include desert appropriate landscaping (as well as integration of native plants). Additional landscaping and increased open space areas will contribute to the Old Town habitat and improved air quality. Also, desert appropriate plants will be able to withstand the variations of the local climate and as they mature, they will become self-sustaining relative to water demand.

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: Pedestrian circulation along the streetscape is an important feature of this Old Town project, as numerous medical, retail, residential, recreational, and cultural uses are within walking distance.

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 Osborn is well situated for residential health care development because it is located within walking distance to a range of supporting land uses including state of art medical care at HonorHealth and supporting medical offices throughout Old Town and Southern Scottsdale. The development has been designed with an emphasis on the ground level pedestrian experience enhancing the land use goals for this area. Developing residential in Old Town with established transportation options (trolley/bus, foot, bicycle) reduces the number and distance of automobile trips and improves air quality, thereby enhancing the quality of life for the entire community.

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

Response: The proposed building will incorporate design elements that respect human-scale, providing shade and shelter through building form, site, and landscape design.

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

Response: Variation in massing (stepped façade), proportion, material contrast, and architectural detailing will be provided establishing a natural hierarchy. The proposed development also provides continuity between the newly proposed and existing architecture in the surrounding area, providing contextually appropriate redevelopment and visual fluidity along the street frontages. Additionally, no amendments are request for building setbacks and stepbacks.

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

Response: The proposed building will utilize a variety of Sonoran Desert inspired textures and building finishes, incorporate architectural elements that provide solar relief and deep overhangs, and celebrate the Southwestern climate by creating outdoor spaces, respites, and shade.

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

Response: Sustainable strategies and building techniques, which minimize environmental impact and reduce energy consumption, will be emphasized. The specific sustainable elements are being

evaluated with the design and development of residential building in accordance with IGCC and may include, but are not limited to, well insulated building envelope, recycled materials, energy efficient windows, energy efficient light fixtures, low use water fixtures, and appliances. See 2035 General Plan Sustainability & Environment section above.

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

Response: Context appropriate, mature arid-region plant materials will be utilized with the redevelopment and revitalization of the Property. The desert-lush character will be upheld through the careful selection of plant materials in terms of scale, density, and arrangement.

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

Response: The site design will maintain a low-water use plant palette. Context appropriate desert plant materials will be utilized consistent with the established vegetative pattern found throughout Old Town.

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

Response: Lighting will be designed in a manner that is respectful of the surrounding context while maintaining safety and wayfinding for Old Town visitors and residents.

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

Response: Project identification will be contextually appropriate and processed under a separate approval and permit process.

CONDITIONAL USE PERMIT CRITERIA

Sec. 1.401. - Issuance.

Conditional use permits, which may be revocable, conditional or valid for a specified time period, may be granted only when expressly permitted by this ordinance and, except in the case of conditional use permits for adult uses under Section 1.403(A), only after the Planning Commission has made a recommendation and the City Council has found as follows:

A. That the granting of such conditional use permit will not be materially detrimental to the public health, safety or welfare. In reaching this conclusion, the Planning Commission and the City Council's consideration shall include, but not be limited to, the following factors:

1. Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination.

Response: Residential health care is a quiet use. No nuisance arising from noise, smoke, odor, dust, vibration, or illumination will occur with the proposed use.

2. Impact on surrounding areas resulting from an unusual volume or character of traffic.

Response: Traffic associated with this use will not result in unusual volume or character of traffic.

B. The characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas.

Response: The characteristics of the residential health care facility are reasonably compatible the types of uses permitted in the Old Town surrounding area.

C. The additional conditions specified in Section 1.403, as applicable, have been satisfied.

Response: See below for additional conditions.

The burden of proof for satisfying the aforementioned requirements shall rest with the property owner.

Sec. 1.403 – Additional conditions for specific conditional uses.

P. Residential health care facility.

2. Specialized residential health care facilities, with the Downtown District zoning.

a. The number of beds shall not exceed one hundred (100) per acre of gross lot area.

4. *Minimal residential health care facilities, with Downtown District zoning.*
- a. *Minimum gross lot area: one (1) acre.*
- b. *The number of units shall not exceed fifty (50) dwelling units per acre of gross lot area.*

Response: The Osborn is well below these maximum thresholds as summarized below:

Residential Health Care: 247 units or beds* on 3.59+/- gross acres

- 115 specialized (assisted living & memory care)
- 32 beds per gross acre

- 132 minimal (independent)
- 37 dwelling units per gross acre

* Mix of minimal and/or specialized breakdown is conceptual only, but the percentage of specialized beds shall not be less than 35% of the total.

Property development standards.

A. *Maximums for building height, GFAR and density, are shown on Table A.1.*

Table A.1 Building Height, Gross Floor Area Ratio (GFAR), Density Maximums			
Sub-district and Development Type	Building Height Maximum ⁽¹⁾	GFAR Maximum ⁽²⁾ (up to 2.0 with bonuses) ⁽²⁾	Density Maximum per acre of gross lot area ⁽³⁾
Downtown Multiple Use – Type 2	66 74 feet	1.3 2.0 1.4	50 dwelling units
Note: 1. Includes rooftop appurtenances 2. See Table 5.3008.B. 2. 539,700 s.f. per 1-ZN-2014 3. 68 units per 1-ZN-2014			

B. *Setbacks from public streets, except alleys.*

1. The minimum setback from public streets (except alleys) is shown in Table B.1.
The setback is measured from the back of curb.

Table B.1. Minimum Setback for Buildings Adjacent to Public Streets, except alleys	
Street	Minimum Building Setback
Scottsdale Road in Downtown Multiple Use sub-district*	20 feet
All other public streets and public street segments in the Type 2 Area*	20 feet
*This standard shall only apply to new development and shall not apply to the existing Olive Garden site or parking lot setback. This standard excludes bus stops and bus stop pull-out lanes.	

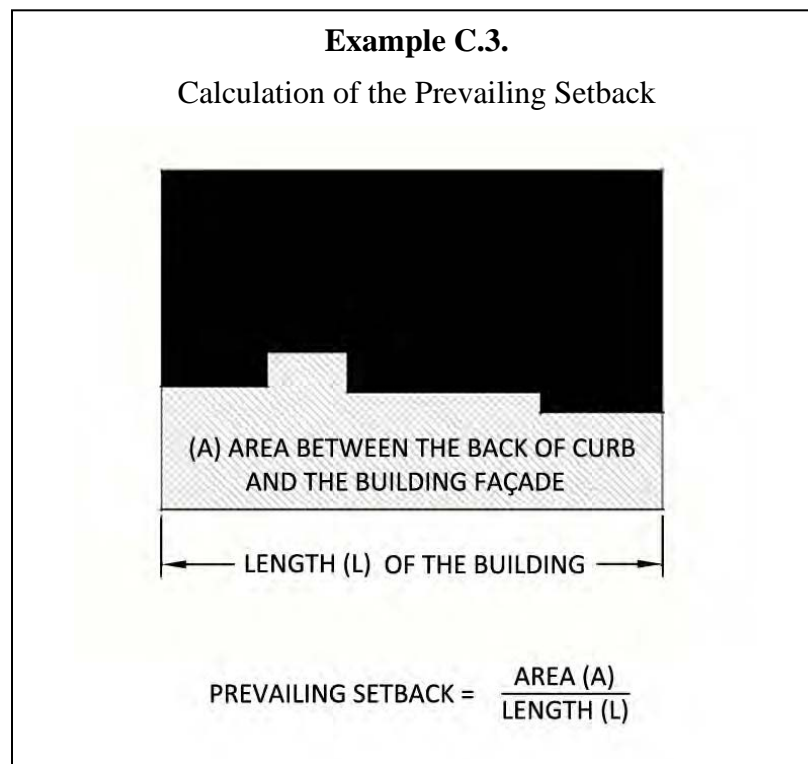
2. The adjustment of front yard requirements in Article VII. does not apply.

C. *Building location.*

1. In a Type 2 Area, a building with a building façade length of 200 feet or more shall be located to achieve a prevailing setback shown in Table C.2. The building façades on a corner lot are calculated separately, and not added together.

Table C.2. Prevailing Setbacks for Buildings Adjacent to a Public Street (except alleys)	
Street	Prevailing Setback
All public street and public street segments*	Between 25 and 45 Feet
*This standard shall only apply to new development and shall not apply to the existing Olive Garden site.	

2. The prevailing setback is equal to the area between the back of curb and the building facade, divided by the length of the building, as shown in Example C.3.

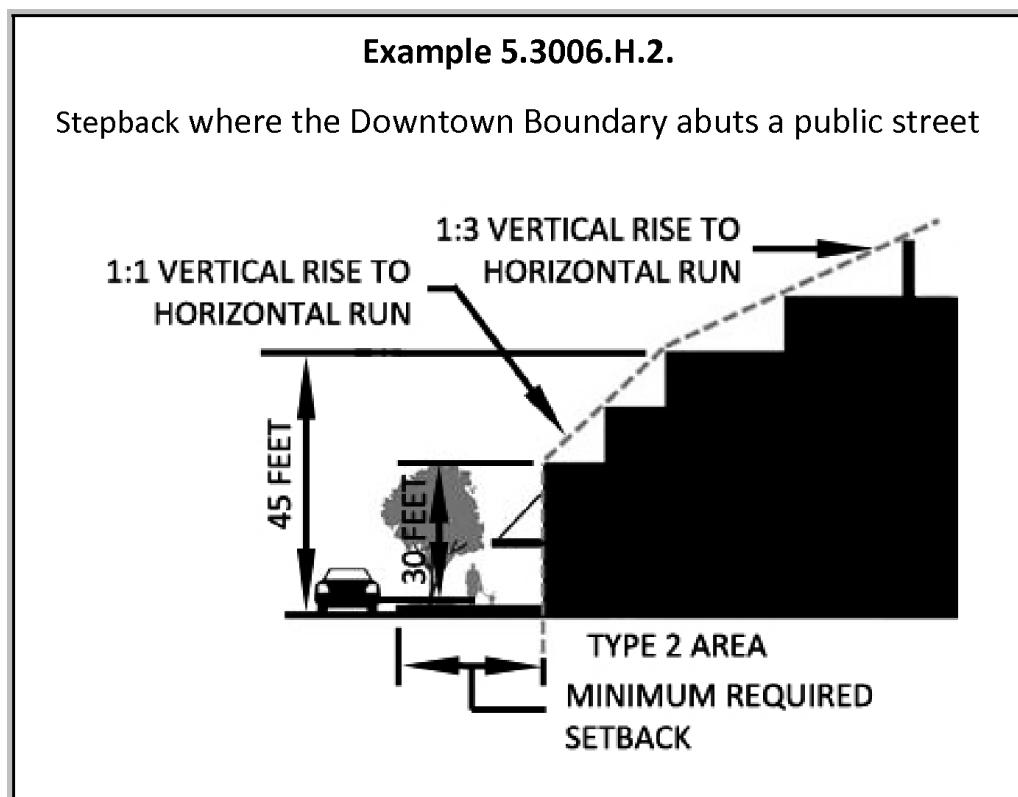


D. Private outdoor living space.

1. All dwelling units shall include private outdoor living space located beside the dwelling unit.
2. Each private outdoor living space shall be at least six (6) feet deep and sixty (60) square feet in area.

E. *Stepbacks.*

1. Downtown Multiple Use – Type 2 Areas: The stepback plane shall incline at a ratio of 1:1, beginning 30 feet above (i) the minimum setback from the public street (except alleys), and (ii) all other property lines, to 45 feet; and beginning at 45 feet, incline at a ratio of 2:1.
2. Downtown Boundary—additional requirements for property in a Type 2 Area: Where the Downtown Boundary abuts a public street (except alleys), the stepback plane shall incline at a ratio of 1:1, beginning thirty (30) feet above the minimum setback from the public street (except alleys) to forty-five (45) feet; and beginning at forty-five (45) feet, incline at a ratio of 1:3.



F. *Exceptions to setback, prevailing setback and stepback standards.*

1. Except as provided in Subsection F.5. below, certain exceptions to setback and stepback standards are allowed if the Development Review Board finds the exceptions conform to:
 - a. The Downtown Plan and Downtown Plan Urban Design & Architectural Guidelines; and
 - b. The sight distance requirements of the Design Standards and Policy Manual.
2. Subject to design approval by the Development Review Board, the following exceptions to setback and stepback standards are allowed:
 - a. A maximum of five (5) feet for cornices, eaves, parapets and fireplaces.
 - b. A maximum of seven (7) feet for canopies and other covers over sidewalks, balconies and terraces.
 - c. Balcony walls and railings with a maximum inside height of forty-five (45) inches.
 - d. Uncovered balconies, uncovered terraces and patios at and below grade.
 - e. Covered sidewalks and uncovered terraces directly above a sidewalk.
 - f. A maximum of three (3) feet for covered balconies.
3. Subject to design approval by the Development Review Board, in a Type 2 Area, a maximum 15 feet exception to stepback and setback standards above the first floor (not specified in F.2. above), is allowed for projections that:
 - a. Are less than 50 percent of the length of the segment of the building facade where the projections occur; and
 - b. Are less than 33 percent of the surface area of the segment of the building facade where the projections occur.
4. Subject to design approval by the Development Review Board, an exception to the stepback standard is allowed for stairwells and elevator shafts.
5. Exceptions to setback or stepback standards are not allowed:
 - a. To cross a property line; however, exceptions that encroach into the public street may be allowed, subject to the Scottsdale Revised Code.
 - b. To increase the maximum building height.

G. *Shaded sidewalks.*

1. The property owner shall provide shaded sidewalks that conform to the Downtown Plan Urban Design & Architectural Guidelines, subject to Development Review Board approval.

H. *Signs.*

1. The provisions of Article VIII. shall apply.

I. *Off-street parking.*

1. The provisions of Article IX. shall apply.
2. Vehicle parking is prohibited in the required setback specified in Table 5.3006.C.
3. The underground portion of a parking structure may be built to the property line.
4. A development with dwelling units that is required to provide:
 - a. Fifty (50) to two hundred (200) parking spaces for the dwelling units, shall provide at least ninety (90) percent of those parking spaces in a parking structure, podium parking, or tuck-under parking.
 - b. Two hundred one (201) or more parking spaces for the dwelling units, shall provide at least ninety (90) percent of those parking spaces in a parking structure, excluding podium parking and tuck-under parking.
5. The Development Review Board may approve an above-ground parking structure, podium parking and tuck-under parking adjacent to a public street if it finds that such parking conforms to the Downtown Plan and Downtown Plan Urban Design & Architectural Guidelines.

J. *Landscaping.*

1. The provisions of Article X. shall apply.

EMPIRE GROUP

The Osborn



EMPIRE GROUP

Contact: Geoffrey Jacobs
6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250
Main 480.546.7900
Email gjacobs@bultybyempire.com

BERRY RIDDLE

Contact: John Berry
6750 E Camelback Rd, Suite 100
Scottsdale, AZ 85251
Main 480.385.2753
Email jb@berryriddell.com

Gensler

Architect of Record
Contact: Jay Silverberg, AIA
2575 E Camelback Rd
Suite 175
Phoenix AZ 85016
Telephone 602.284.2962
Email jay_silverberg@gensler.com

SYDNOR

Architect
Contact: Douglas Sydnor, FAIA
4806 N.78th Place
Scottsdale, AZ 85251
Telephone 480.206.4593
Email doug_sydnor@outlook.com

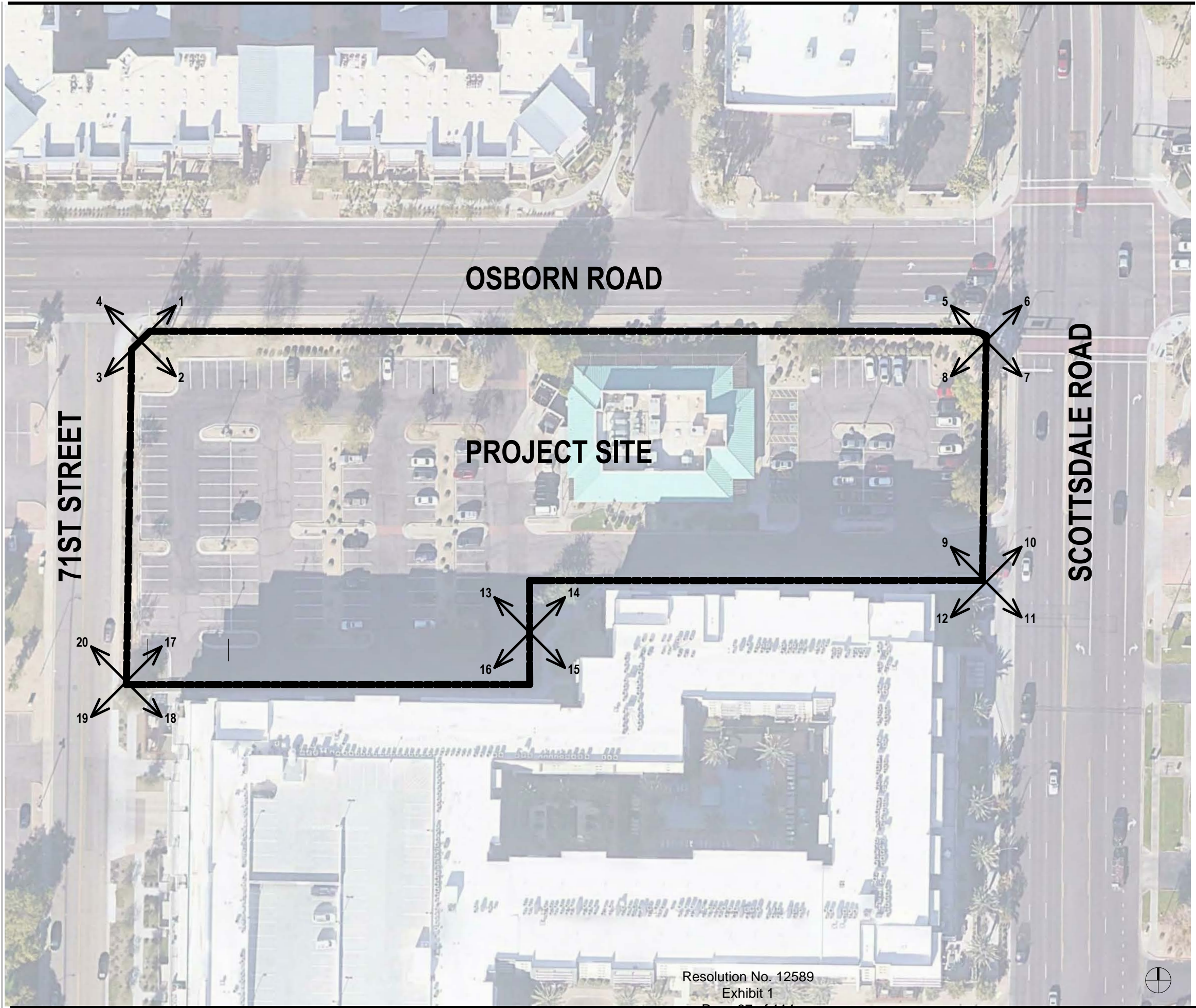
SEG

Civil Engineer
Contact: Ali Fakih, PhD, PE
8280 E. Gelding Dr., Suite 101
Scottsdale, AZ 85260
Phone 480.237.2507
Email ali@azseg.com

COLWELL SHELOR

Landscape Architect
Contact: Allison Colwell, ASLA, LEED AP
4450 North 12th St, Suite 104
Phoenix, AZ 85014
Telephone 602.633.2195
Email acolwell@colwellshelor.com

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1

SITE PLAN - EXISTING CONDITIONS

SCALE: 1" = 30'-0"

Resolution No. 12589
Exhibit 1
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SHEET NOTES

GENERAL NOTES

KEY PLAN

EMPIRE GROUP
6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler
2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information
Tel 6025234900
Fax 6025234949

SYDNOR
4806 N 78th Place
Scottsdale
AZ 85251
United States
Tel 480.206.4593

△ Date	Description
11/19/2021	Site Plan Submittal
02/23/2022	Site Plan Re-submittal

Seal / Signature

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CONSTRUCTION**

Project Name
The Osborn

Project Number
57.8211.000

Description
PHOTOS OF EXISTING CONDITIONS

Scale
1" = 30'-0"

17.0

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VIEW 1 From East Osborn Rd. Looking NE



VIEW 2 From East Osborn Rd. Looking SE



VIEW 3 From East Osborn Rd. Looking SW



VIEW 4 From East Osborn Rd. Looking NW



VIEW 5 From Intersection of E. Osborn Rd. and N. Scottsdale Rd. Looking NW



VIEW 6 From Intersection of E. Osborn Rd. and N. Scottsdale Rd. Looking NE



VIEW 7 From Intersection of E. Osborn Rd. and N. Scottsdale Rd. Looking SE



VIEW 8 From Intersection of E. Osborn Rd. and N. Scottsdale Rd. Looking SW



VIEW 9 From N. Scottsdale Rd. Looking NW



VIEW 10 From N. Scottsdale Rd. Looking NE



VIEW 11 From N. Scottsdale Rd. Looking SE



VIEW 12 From N. Scottsdale Rd. Looking SW

SHEET NOTES

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

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17.1

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KEY PLAN

Resolution No. 12589
Exhibit 1
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VIEW 13 Along Turn at South Property Line Looking NW



VIEW 14 Along Turn at South Property Line Looking NE



VIEW 15 Along Turn at South Property Line Looking SE



VIEW 16 Along Turn at South Property Line Looking SW



VIEW 17 From N. 71st St. Looking NE



VIEW 18 From N. 71st St. Looking SE



VIEW 19 From N. 71st St. Looking SW



VIEW 20 From N. 71st St. Looking NW

SHEET NOTES

GENERAL NOTES

KEY PLAN

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

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Resolution No. 12589
Exhibit 1

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1

CONTEXT PLAN

SCALE: 1" = 80'-0"

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

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Project Number
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Description
CONTEXT PLAN

Scale
1" = 80'-0"

21.E

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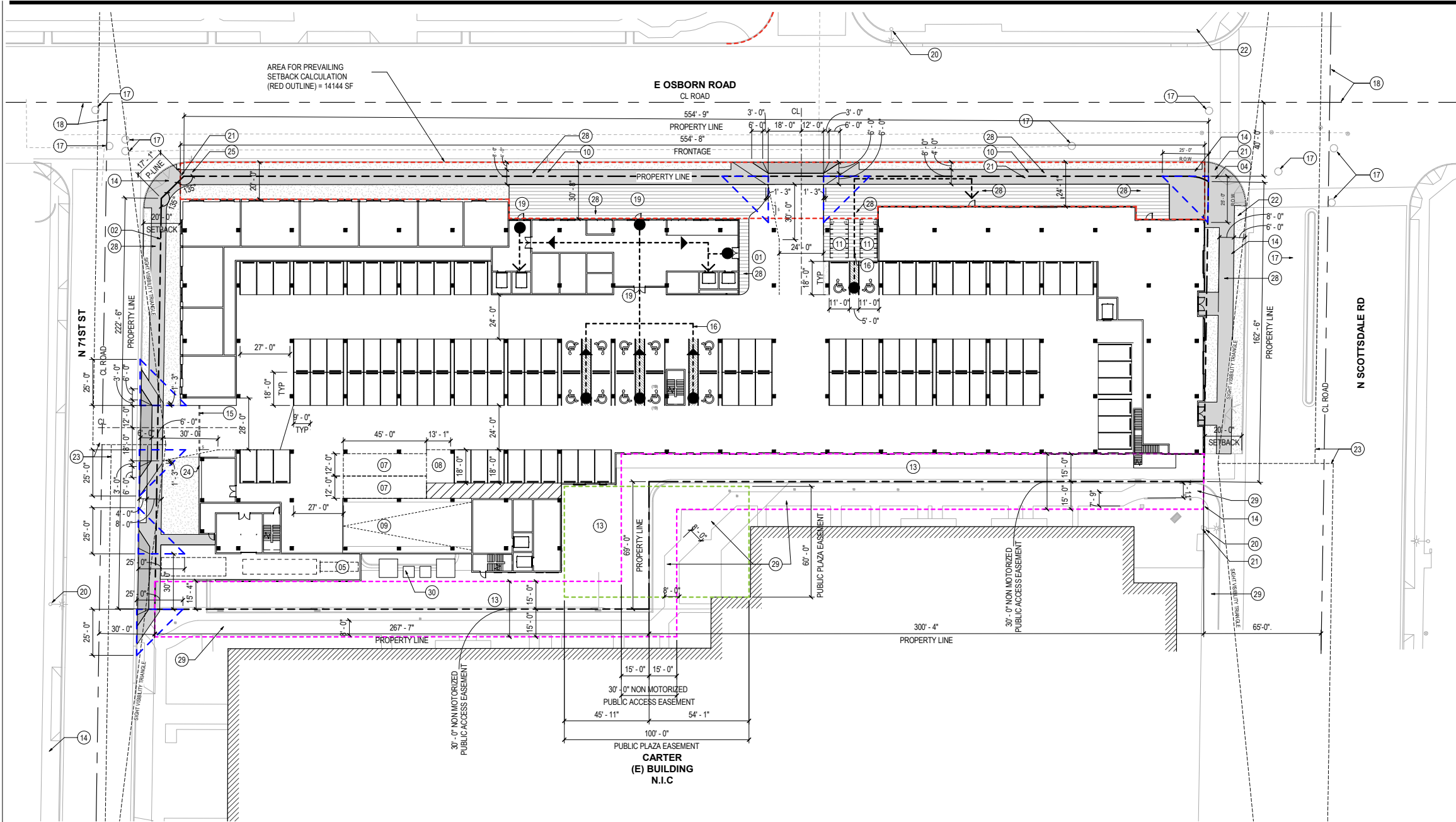
EMPIRE GROUP | SCOTTSDALE AND OSBORN

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Resolution No. 12589
Exhibit 1
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CASE PRE-APP NUMBER - 914-PA-2021
EXHIBIT 4

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1 SITE PLAN - LEVEL 01

SCALE: 1" = 30'-0"

ZONING

ASSESSOR'S PARCEL NO. -	130-16-114
PARCEL ZONING:	D/DMU - TYPE 2 PBD DO
DEVELOPMENT	TYPE 2
PROPOSED BUILDING HEIGHT	74'
BASE BUILDING HEIGHT	66'
GROSS LOT AREA	3.59 +/- GROSS ACRES
NET LOT AREA	2.58 +/- NET ACRES
SETBACKS	SCOTTSDALE ROAD 20'-0" REQUIRED AND PROVIDED 71ST STREET 20' REQUIRED AND PROVIDED OSBORN ROAD PREVAILING SETBACK CALCULATION: PER DEVELOPMENT STANDARDS, IN A TYPE 2 AREA, FACADE GREATER THAN 200' SHOULD BE LOCATED SUCH THAT THE PREVAILING SETBACK IS BETWEEN 25' - 35'. AREA BETWEEN BACK OF CURB AND BUILDING FACADE = 14144 SF FRONTAGE = 554'-8" PREVAILING SETBACK = AREA/LENGTH = 13886/553.9 = 25.5, WHICH MEETS REQUIREMENTS.
STEPBACKS	PER THE ZONING ORDINANCE NO AMENDMENTS
GFAR MAXIMUM	1.4 OR 539,700 SF
GROSS FLOOR AREA	270,105 SF

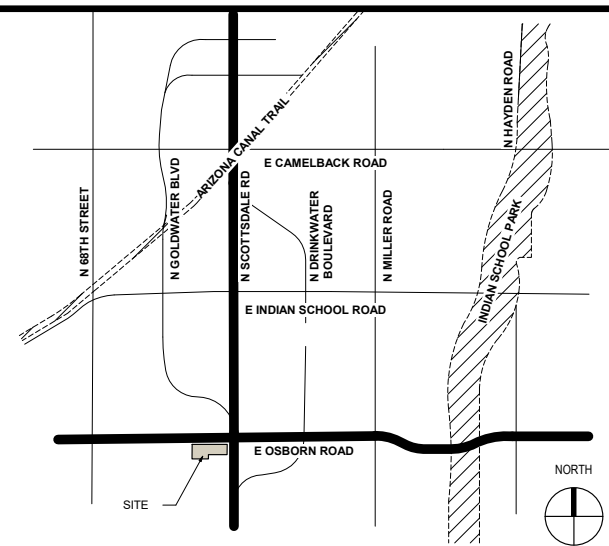
PARKING

VEHICULAR PARKING REQUIRED	
ASSISTED LIVING	0.70 PER UNIT
INDEPENDENT LIVING	1.25 PER UNIT
RESTAURANT	
ASSISTED LIVING + MEMORY CARE	(.7 X 115 UNITS) = 81 SPACES
INDEPENDENT LIVING	(1.25 X 132) = 165 SPACES
RESTAURANT	(1 PER 300 FOR 9622 SF OF RESTAURANT) = 33 SPACES
PARKING REQUIRED	= 279 SPACES
PARKING PROVIDED	
LOWER LEVEL 01	222 SPACES
LEVEL 01	116 SPACES
PARKING PROVIDED	338 SPACES
ACCESSIBLE PARKING PROVIDED	
(THESE ARE INCLUDED IN TOTAL COUNT NOTED ABOVE)	13 SPACES
BICYCLE PARKING	
REQUIRED = 1 PER EVERY 10 VEHICULAR PARKING	
PER 338 VEHICULAR PARKING	
REQUIRED = (338 X 2)/10 = 68 REQUIRED	
68 PROVIDED	

PROGRAM

MEMORY CARE	31,710 GSF
	38 UNITS
ASSISTED LIVING	74,620 GSF
	77 UNITS
INDEPENDENT LIVING	126,066 GSF
	132 UNITS
RESTAURANT	9,929 SF
COMMON AREAS	27,780 SF
TOTAL GROSS FLOOR AREA =	270,105 SF

Resolution No. 12589
Exhibit 1
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VICINITY MAP
SCALE: 1" = 30'-0"

SHEET NOTES

- 01 RESIDENTIAL DROP-OFF
- 02 PROPERTY LINE
- 03 FIRELANE
- 04 ELECTRICAL EQUIPMENT
- 05 REFUSE COMPACTOR
- 07 45' X 12' LOADING AREA
- 08 13' X 18' LOADING AREA
- 09 RAMP DOWN TO PARKING LEVEL BELOW
- 10 LIGHT FIXTURES ARE TO BE REPLACED WITH THE CURRENT APPLICABLE STANDARD. THESE FIXTURES WILL BE REPLACED AND RELOCATED AS REQUIRED TO ACCOMMODATE THE PROPOSED DEVELOPMENT.
- 11 BICYCLE PARKING
- 13 PASEO
- 14 (E) FIRE HYDRANT
- 15 VEHICULAR ENTRY GATE
- 16 ADA ACCESS ROUTE
- 17 MANHOLE
- 18 STREET CENTER LINE
- 19 MAIN ENTRY
- 20 RECYCLE CONTAINERS
- 21 (E) STREET LIGHT PBOX
- 22 (E) TRAFFIC LIGHT
- 23 SIGHT VISIBILITY TRIANGLE (SVT)
- 24 KNOX AND STROBE ACCESS SYSTEM
- 25 LIGHT FIXTURE CONTAINS CELL TOWER ON THE POLE. FIXTURE TO REMAIN IN PLACE. IF RELOCATION IS NEEDED, OWNER WILL COORDINATE WITH CELL PROVIDER FOR REQUIRED RELOCATION AND ASSOCIATED COSTS.
- 28 NEW SIDEWALK
- 29 EXISTING SIDEWALK TO REMAIN
- 30 UTILITY EQUIPMENT

LEGEND

- PREVAILING SETBACK
- NON MOTORIZED PUBLIC ACCESS EASEMENT
- PUBLIC PLAZA EASEMENT
- 25' ROW / SAFETY TRIANGLE EASEMENTS

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1-ZN-2014#2 &
17-UP-2021
5/4/2022

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

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11/19/2021	Site Plan Submittal
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05/03/2022	Site Plan Re-submittal

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Project Number

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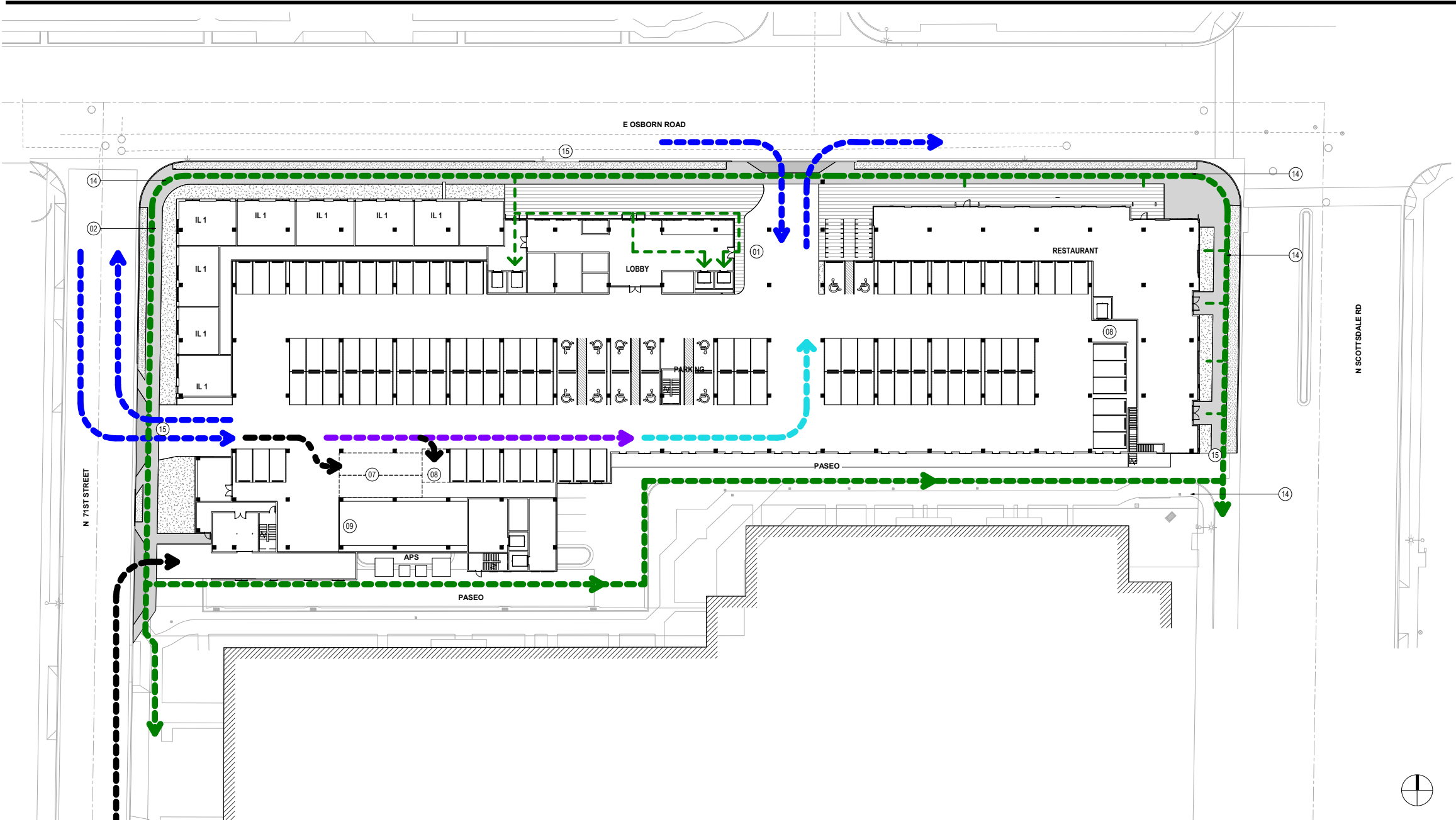
SITE PLAN

Scale

As indicated

21.F

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1 SITE PLAN - CIRCULATION PLAN
SCALE: 1" = 30'-0"

- VEHICULAR CIRCULATION - EMERGENCY
- PEDESTRIAN CIRCULATION
- SERVICE CIRCULATION
- VEHICULAR CIRCULATION - RESIDENT
- VEHICULAR CIRCULATION - RESTAURANT

CIRCULATION LEGEND
SCALE: 1" = 1'-0"

SHEET NOTES

- 01 RESIDENTIAL DROP-OFF
- 02 PROPERTY LINE
- 07 45' X 12' LOADING AREA
- 08 13' X 18' LOADING AREA
- 09 RAMP DOWN TO PARKING LEVEL BELOW
- 14 (E) FIRE HYDRANT
- 15 VEHICULAR ENTRY GATE

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

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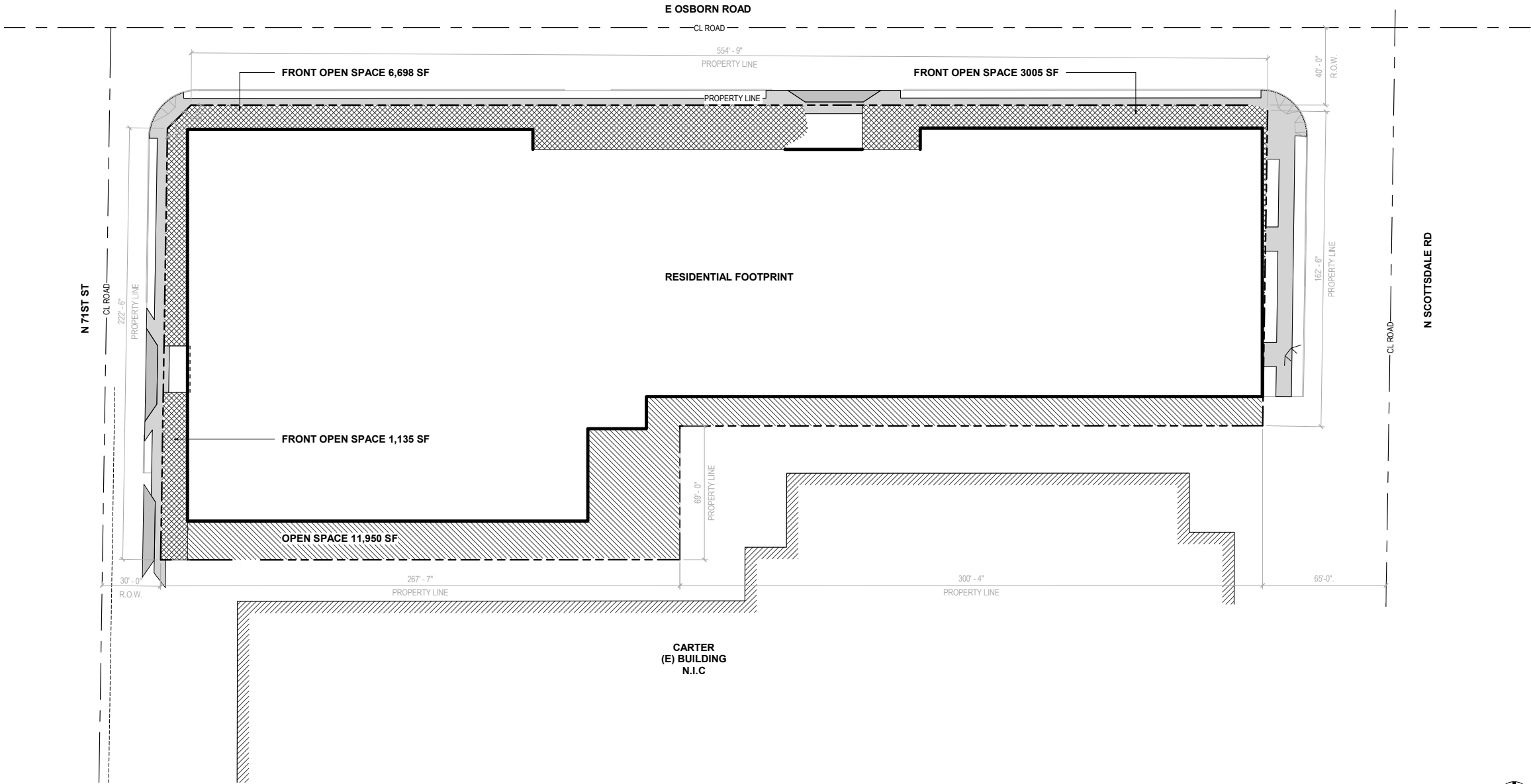
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Project Name	The Osborn
Project Number	57.8211.000
Description	PEDESTRIAN AND VEHICULAR CIRCULATION PLAN
Scale	As indicated

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01 SITE PLAN - LEVEL 01 OPENSACE

SCALE: 1" = 30'-0"

OPEN SPACE PROVIDED:

OPEN SPACE PROVIDED = 22,788 SF
*PROPERTIES IN DOWNTOWN SCOTTSDALE DO NOT REQUIRE MINIMUM OPEN SPACE

PARKING LOT LANDSCAPING REQUIRED
PARKING LOT AREA * 15%
0 SF X .15 = 0 SF

*ENCLOSED PARKING GARAGE IS BEING PROVIDED; NO SURFACE PARKING IS PROVIDED ON SITE

SHEET NOTES

EMPIRE GROUP
6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information
Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States
Tel 480.206.4593

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Project Name

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Project Number

57.8211.000

Description

OPEN SPACE PLAN

Scale

As indicated

21.1

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1

BUILDING SECTION A

SCALE: 1/16" = 1'-0"

2

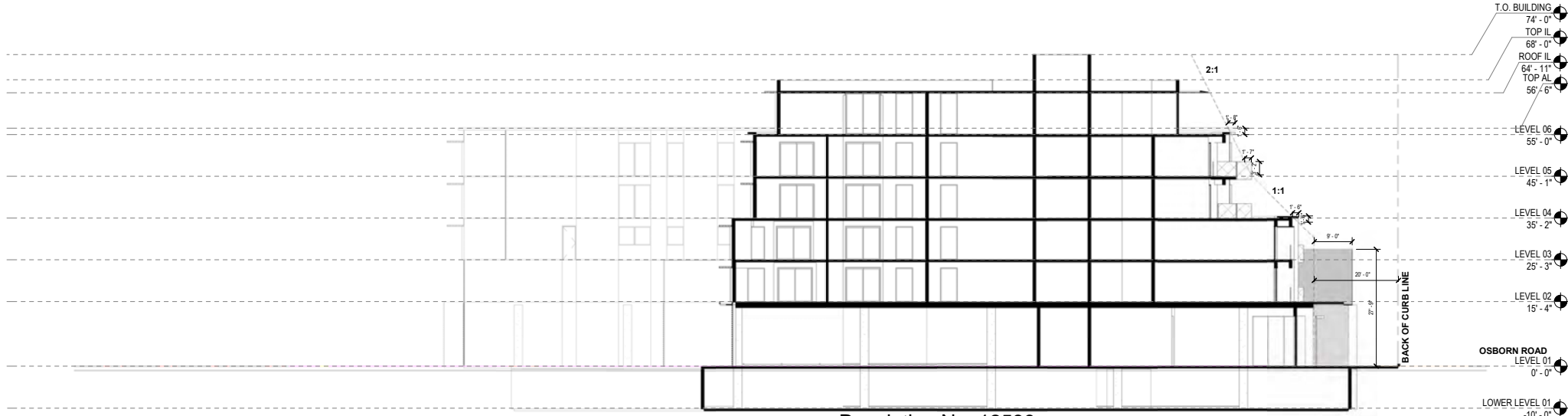
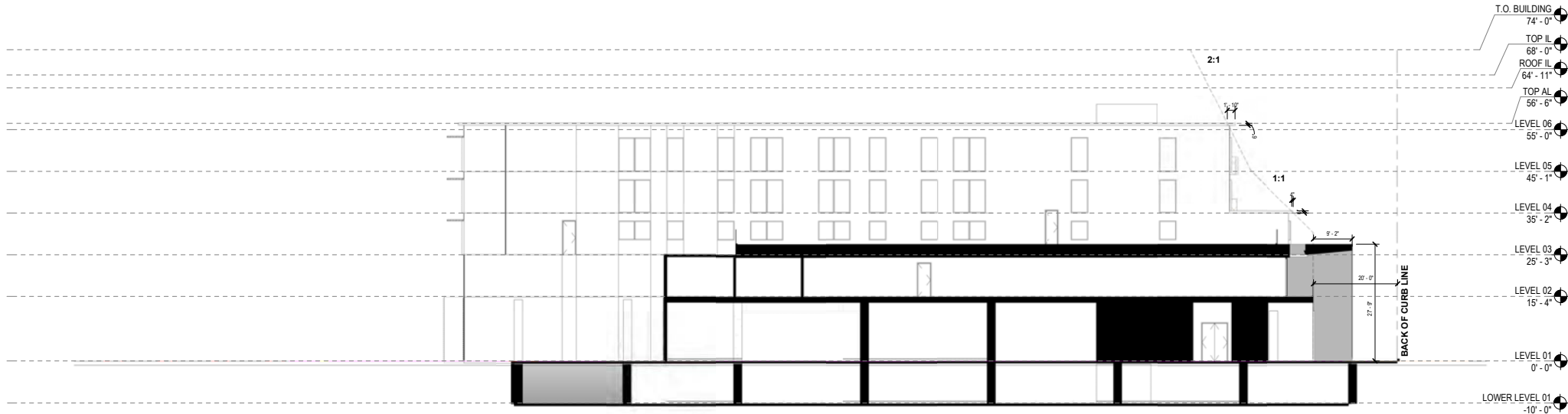
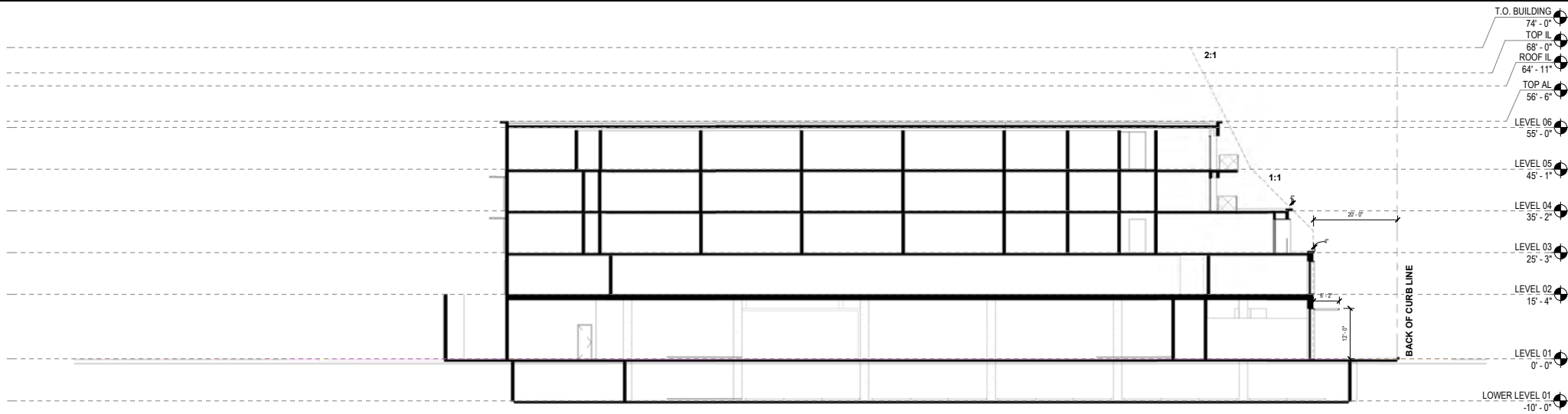
BUILDING SECTION B

SCALE: 1/16" = 1'-0"

3

BUILDING SECTION C

SCALE: 1/16" = 1'-0"



Resolution No. 12589
Exhibit 1
Page 98 of 114

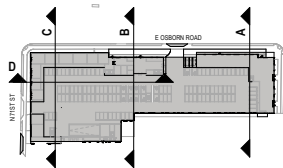
LEGEND

TOP IL - TOP OF PARAPET FOR INDEPENDENT LIVING BUILDING

TOP AL - TOP OF PARAPET FOR INDEPENDENT LIVING BUILDING

ROOF IL - ROOF LEVEL FOR INDEPENDENT LIVING BUILDING

SECTION KEY PLAN



COS STAMP

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

Date	Description
11/19/2021	Site Plan Submittal
02/23/2022	Site Plan Re-submittal

Seal / Signature

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CONSTRUCTION

Project Name

The Osborn

Project Number

57.8211.000

Description

SITE CROSS SECTION

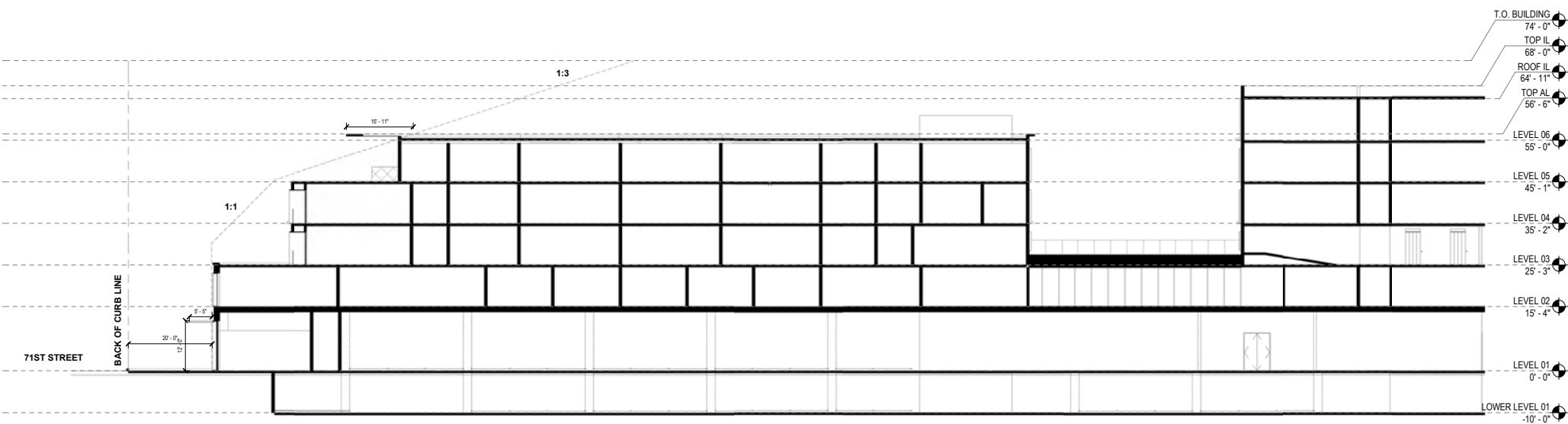
Scale

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1 BUILDING SECTION D
SCALE: 1/16" = 1'-0"

LEGEND

TOP IL - TOP OF PARAPET FOR INDEPENDENT LIVING BUILDING
TOP AL - TOP OF PARAPET FOR INDEPENDENT LIVING BUILDING
ROOF IL - ROOF LEVEL FOR INDEPENDENT LIVING BUILDING

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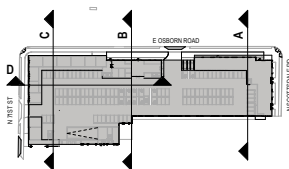
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Suite 175
Phoenix, AZ 85016
United States
Office Information
Tel 602.523.4900
Fax 602.523.4949

SYDNOR

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Scottsdale
AZ 85251
United States
Tel 480.206.4593

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SECTION KEY PLAN



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Project Number

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Description

SITE CROSS SECTION

Scale

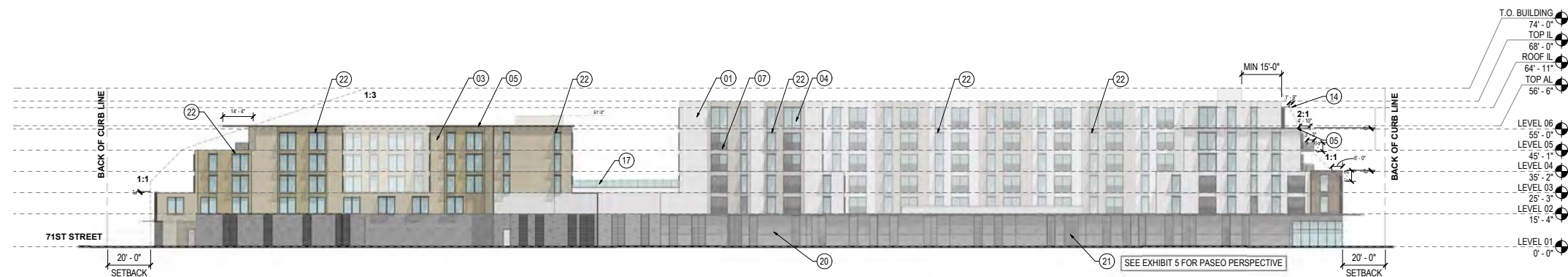
As indicated

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BUILDING ELEVATION - WEST

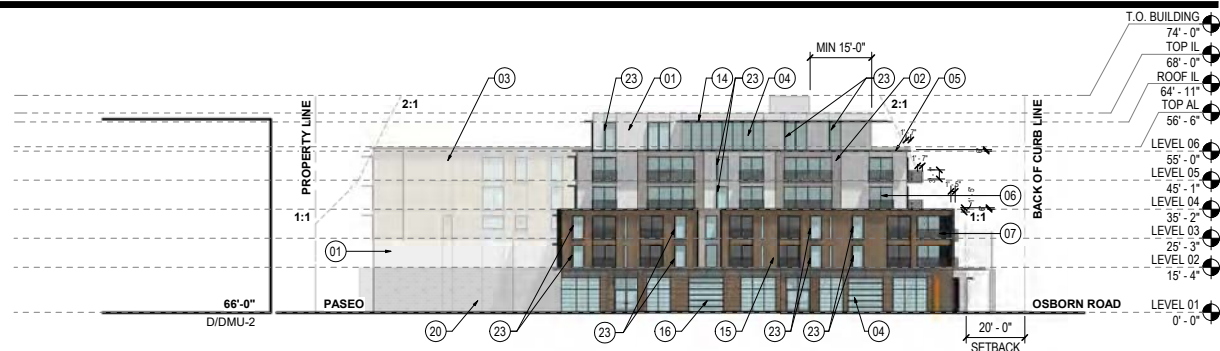
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2

BUILDING ELEVATION - SOUTH

SCALE: 1" = 30'-0"



3

BUILDING ELEVATION - EAST

SCALE: 1" = 30'-0"



4

BUILDING ELEVATION - NORTH

SCALE: 1" = 30'-0"

SHEET NOTES

- 01 ARCHITECTURAL SYNTHETIC PLASTER A
- 02 ARCHITECTURAL SYNTHETIC PLASTER B
- 03 ARCHITECTURAL SYNTHETIC PLASTER C
- 04 HIGH PERFORMANCE CLEAR GLAZING
- 05 METAL COPING CAP B
- 06 ALUMINUM WINDOW FRAME EXTENSION B
- 07 METAL SCREEN GUARDRAIL A
- 08 ARCHITECTURAL CMU VENEER A
- 09 DRIVE ENTRANCE
- 10 METAL FRAME B
- 11 GATE ENCLOSURE MATCHING ADJACENT WALL COLOR
- 13 METAL CANOPY B
- 14 METAL CANOPY A
- 15 COMPOSITE WALL PANEL A
- 16 COMPOSITE WALL PANEL B
- 17 GLASS GUARDRAIL
- 18 METAL CANOPY A
- 19 BUILDING ENTRANCE
- 20 ARCHITECTURAL CMU B
- 21 METAL SCREEN TO SUPPORT LANDSCAPING
- 22 LOUVERED SHADE CANOPY
- 23 VERTICAL SHADING ELEMENTS AT WINDOWS, TYPICAL

Note: Encroachments are permitted. Refer to ordinance.

LEGEND

- TOP IL - TOP OF PARAPET FOR INDEPENDENT LIVING BUILDING
- TOP AL - TOP OF PARAPET FOR INDEPENDENT LIVING BUILDING
- ROOF IL - ROOF LEVEL FOR INDEPENDENT LIVING BUILDING

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6617 N Scottsdale Road, Suite 101
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Gensler

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The Osborn

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Description
BUILDING ELEVATIONS

| **Scale**
$$1'' = 30'-0''$$

21.V

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MATERIAL BOARD



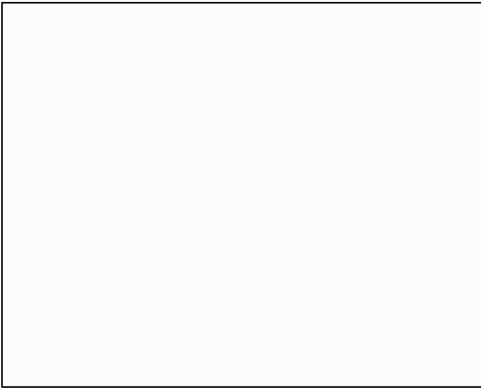
COMPOSITE WALL PANEL A
INTEGRALLY COLORED



CMU A - 8 X 4 X 16
INTEGRALLY COLORED



CMU B - 8 X 8 X 16
INTEGRALLY COLORED



CANOPY A
COATED WARM WHITE



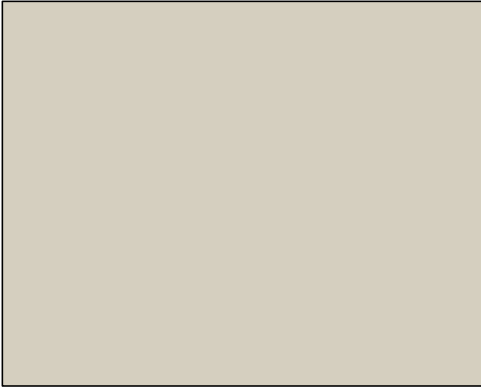
METAL A
COATED DK WARM GRAY



ARCHITECTURAL
SYNTHETIC PLASTER A
COATED LT WARM NEUTRAL



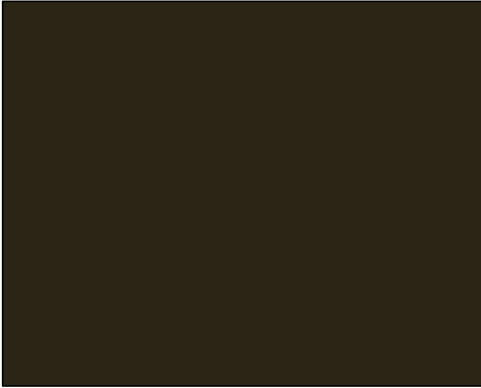
ARCHITECTURAL
SYNTHETIC PLASTER B
COATED WARM NEUTRAL



ARCHITECTURAL
SYNTHETIC PLASTER C
COATED MD WARM NEUTRAL



COMPOSITE WALL PANEL B
INTEGRALLY COLORED



METAL B
COATED DK BRONZE



METAL GUARDRAIL A
COATED WARM GRAY



VEGETATIVE SCREEN WALL

SCOTTSDALE & OSBORN

3380 N SCOTTSDALE ROAD
SCOTTSDALE, AZ 85251

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States

SYDNOR

4806 N 78TH Place
Scottsdale, AZ 85251
United States

COLWELL SHELOR LANDSCAPE ARCHITECTURE
4400 North 12th Street, Suite 104
Phoenix, Arizona 85014
p 602.433.2195

Date	Description
11/12/21	Development Application
02/23/22	Development Re-Application
05/03/22	Development Re-Application



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NOT FOR
CONSTRUCTION

Project Name	SCOTTSDALE & OSBORN SENIOR LIVING
Project Number	21031
Description	

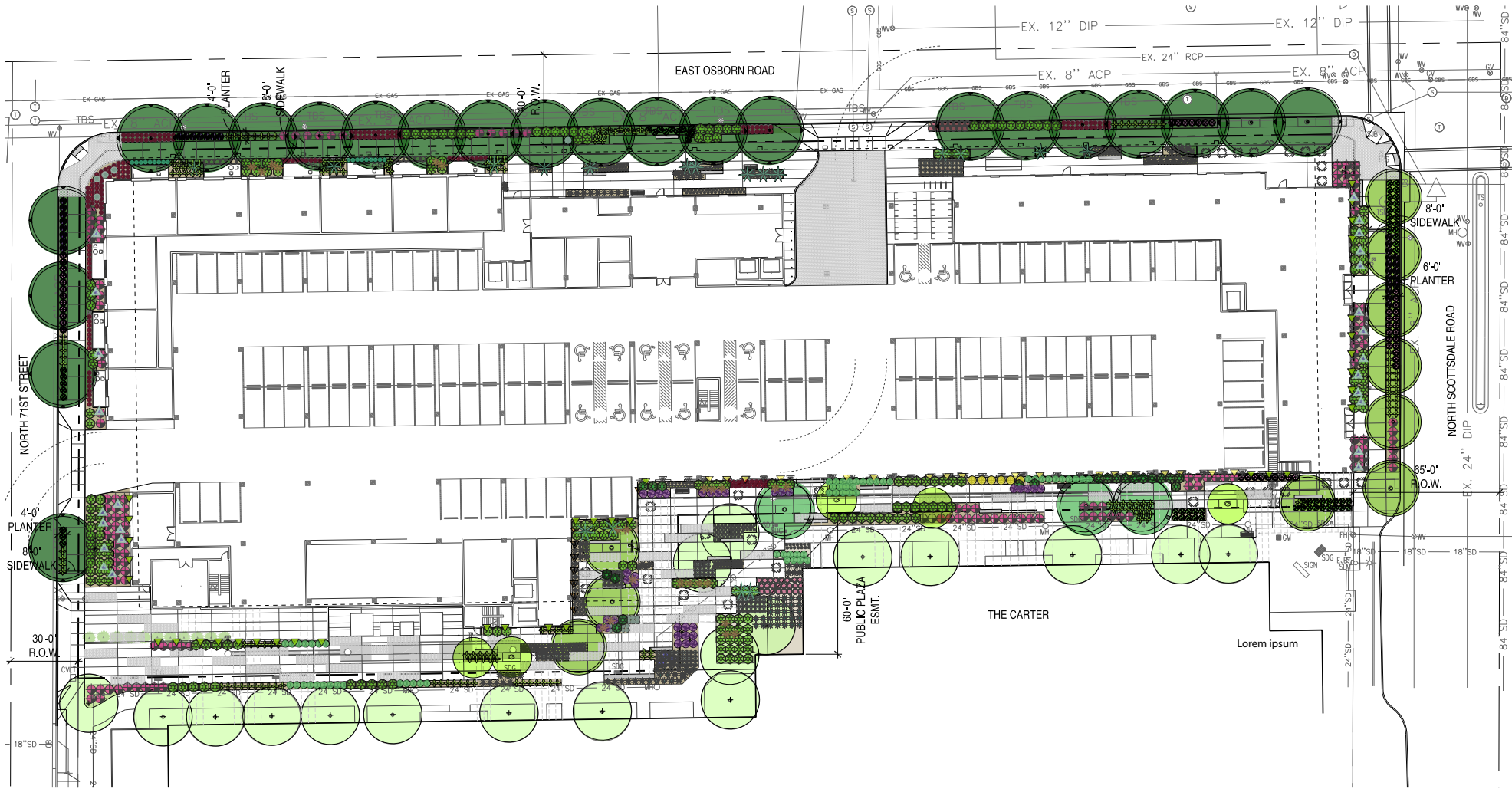
AS NOTED

Scale	LANDSCAPE PLAN
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L2.00

PLANT LEGEND

SYM.	BOTANICAL NAME COMMON NAME	SIZE	QTY.	NOTES (H x W x CAL.)
TREES				
	SALVAGED/EXISTING TREE	-	1	P.I.P.
	CAESALPINIA CACALACO 'SMOOTHIE'	36" BOX	5	8-10'X5-6'X1.5-2"MIN. MULTI-TRUNK
	PROSOPIS THORNLESS HYBRID 'AZT'	48" BOX	3	10-12'X9-11'X2.75-3.5"MIN. MULTI-TRUNK
	PISTACIA X 'RED PUSH'	48" BOX	10	12-14'X6-8'X3-4"MIN. SINGLE TRUNK
	QUERCUS VIRGINIANA	48" BOX	23	13-15'X7-9'X3-4"MIN. SINGLE TRUNK
SHRUBS				
	HESPERALOE PARVIFLORA SP. 'DESERT FLAMENCO' RED YUCCA	5 GAL	46	CAN FULL
	HESPERALOE PARVIFLORA SP. 'BRAKE LIGHTS' RED YUCCA	5 GAL	191	CAN FULL
	RUELLIA BRITTONIANA PURPLE RUELLIA	5 GAL	31	CAN FULL
	RUSSELLIA EQUISETIFORMIS CORAL FOUNTAIN	5 GAL	139	CAN FULL
ACCENT				
	AGAVE 'BLUE FLAME'	5 GAL	23	CAN FULL
	ALOE BARBADENSIS	5 GAL	160	CAN FULL
	ALOE 'BLUE ELF'	5 GAL	18	CAN FULL
	ALOE HERCULES	24" BOX	18	6' HT. MIN.
	CYCAS REVOLUTA	15 GAL	11	CAN FULL
	EUPHORBIA ANTISYPHILITICA	5 GAL	51	CAN FULL
	EUPHORBIA INGENS	15 GAL	3	4' HT. MIN. 3 ARM MIN.
	LOPHOCEREUS SCHOTTI MONSTROSUS	-	28	4' HT. MIN. 3 ARM MIN.
	PEDILANTHUS MICROCARPA	5 GAL	59	CAN FULL
	PORTULACARIA AFRA	5 GAL	210	CAN FULL
	SANSEVIERIA CYLINDRICA	5 GAL	58	CAN FULL
	SANSEVIERIA DWARF	5 GAL	181	CAN FULL
	SANSEVIERIA TRIFASCIATA 'MOONSHINE' SILVER SNAKE PLANT	5 GAL	199	CAN FULL
	SANSEVIERIA TRIFASCIATA 'SUPURBA' SNAKE PLANT	5 GAL	80	CAN FULL
	SANSEVIERIA TRIFASCIATA VAR. LAURENTII (VARIGATED SNAKE PLANT)	5 GAL	3	CAN FULL
	YUCCA ROSTRATA	25 GAL	5	5' HT. MIN PRUNED TRUNK
	YUCCA RUPICOLA	5 GAL	65	CAN FULL
VINES				
	FICUS PUMILA	5 GAL	8	CAN FULL
	MASCAGNIA MACROPTERA YELLOW	5 GAL	30	CAN FULL
	PARTHENOCEISSUS 'HACIENDA CREEPER'	5 GAL	36	CAN FULL
GROUNDCOVERS				
	CHLOROPHYTUM COMOSUM	5 GAL	193	CAN FULL
	SETCRESEAE PALLIDA	5 GAL	33	CAN FULL
	WEDELIA TRILOBATA	5 GAL	6	CAN FULL
INERT MATERIALS				
	1/2" MINUS DECOMPOSED GRANITE, COLOR: TBD. TOP DRESSING @ 2" DEPTH. STOCK PILE REMAINING D.G. FOR REUSE.			

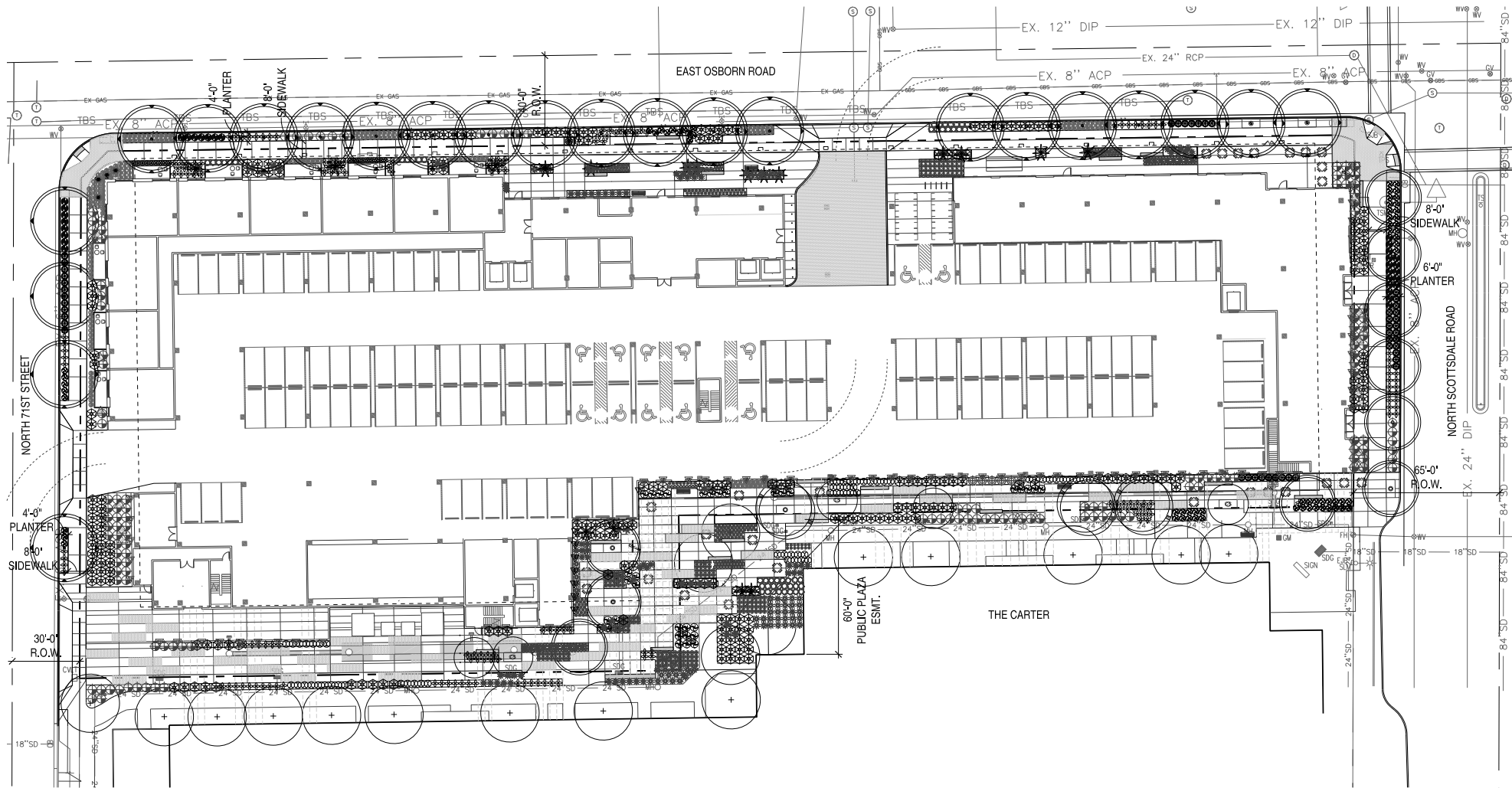


SCALE: 1" = 30'-0"

0 15 30 60

SCALE IN FEET: 1"= 30'-0"

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SCALE: 1" = 30'-0"

0 15 30 60

SCALE IN FEET: 1" = 30'-0"

N

Resolution No. 12589
Exhibit 1
Page 101 of 114

LANDSCAPE PLAN 01
PLAN

PLANT LEGEND

SYM.	BOTANICAL NAME COMMON NAME	SIZE	QTY.	NOTES (H x W x CAL.)
TREES				
+ #	SALVAGED/EXISTING TREE	--	1	P.I.P.
CS	CAESALPINIA CACALACO 'SMOOTHIE' THORNLESS CASCALOTE	36" BOX	5	8-10'X5-6'X1.5-2"MIN. MULTI-TRUNK
*	PROSOPIS THORNLESS HYBRID 'AZT' 'AZT' THORNLESS HYBRID MESQUITE	48" BOX	3	10-12'X9-11'X2.75-3.5"MIN. MULTI-TRUNK
*	PISTACIA X 'RED PUSH' RED PUSH PISTACHE	48" BOX	10	12-14'X6-8'X3-4"MIN. SINGLE TRUNK
*	QUERCUS VIRGINIANA HERITAGE LIVE OAK	48" BOX	23	13-15'X7-9'X3-4"MIN. SINGLE TRUNK

SHRUBS				
⊗	HESPERALOE PARVIFLORA SP. 'DESERT FLAMENCO' RED YUCCA	5 GAL	46	CAN FULL
⊗	HESPERALOE PARVIFLORA SP. 'BRAKE LIGHTS' RED YUCCA	5 GAL	191	CAN FULL
⊗	RUELLIA BRITTONIANA PURPLE RUELLIA	5 GAL	31	CAN FULL
⊗	RUSSELLIA Equisetiformis CORAL FOUNTAIN	5 GAL	139	CAN FULL

ACCENT				
✱	AGAVE 'BLUE FLAME' BLUE FLAME AGAVE	5 GAL	23	CAN FULL
✱	ALOE BARBADENSIS YELLOW ALOE VERA	5 GAL	160	CAN FULL
✱	ALOE 'BLUE ELF' BLUE ELF ALOE VERA	5 GAL	18	CAN FULL
✱	ALOE HERCULES HERCULES ALOE	24" BOX	18	6' HT. MIN.
✱	CYCAS REVOLUTA SAGO PALM	15 GAL	11	CAN FULL
⊗	EUPHORBIA ANTISYPHILITICA CANDELILLA	5 GAL	51	CAN FULL
⊗	EUPHORBIA INGENS CANDELABRA TREE	15 GAL	3	4' HT. MIN. 3 ARM MIN.
⊗	LOPHOCEREUS SCHOTTI MONSTROSUS TOTEM POLE CACTUS	--	28	4' HT. MIN. 3 ARM MIN.
⊗	PEDILANTHUS MICROCARPA SLIPPER PLANT	5 GAL	59	CAN FULL
⊗	PORTULACARIA AFRA ELEPHANT FOOD	5 GAL	210	CAN FULL
⊗	SANSEVIERIA CYLINDRICA CYLINDRICAL SNAKE PLANT	5 GAL	58	CAN FULL
⊗	SANSEVIERIA DWARF DWARF SNAKE PLANT	5 GAL	181	CAN FULL
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⊗	SANSEVIERIA TRIFASCIATA 'SUPURBA' SNAKE PLANT	5 GAL	80	CAN FULL
⊗	SANSEVIERIA TRIFASCIATA VAR. LAURENTII (VARIGATED SNAKE PLANT)	5 GAL	3	CAN FULL
⊗	YUCCA ROSTRATA BEAKED YUCCA	25 GAL.	5	5' HT. MIN PRUNED TRUNK
⊗	YUCCA RUPICOLA TWISTED LEAF YUCCA	5 GAL	65	CAN FULL

VINES				
▽	FICUS PUMILA CREEPING FIG	5 GAL	8	CAN FULL
▽	MASCAGNIA MACROPTERA YELLOW BUTTERFLY VINE	5 GAL	30	CAN FULL
▽	PARTHENOCISSUS 'HACIENDA CREEPER' 'HACIENDA CREEPER' VINE	5 GAL	36	CAN FULL

GROUNDCOVERS				
⊗	CHLOROPHYTUM COMOSUM SPIDER PLANT	5 GAL	193	CAN FULL
⊗	SETCRESEA PALLIDA PURPLE HEART	5 GAL	33	CAN FULL
⊗	WEDELIA TRILOBATA YELLOW DOT	5 GAL	6	CAN FULL

INERT MATERIALS				
□	1/2" MINUS DECOMPOSED GRANITE. COLOR: TBD. TOP DRESSING @ 2" DEPTH. STOCK PILE REMAINING D.G. FOR REUSE.			

SCOTTSDALE & OSBORN

3380 N SCOTTSDALE ROAD
SCOTTSDALE, AZ 85251

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States

Tel 602.523.4900
Fax 602.523.4949

SYDNOR

4806 N 78TH Place
Scottsdale, AZ 85251
United States

Tel 480.206.4593

COLWELL SHELOR LANDSCAPE ARCHITECTURE
4400 North 12th Street, Suite 104
Phoenix, Arizona 85014
p 602.933.2100

Date	Description
11/12/21	Development Application
02/23/22	Development Re-Application
05/03/22	Development Re-Application



Seal / Signature



Project Name

SCOTTSDALE & OSBORN
SENIOR LIVING

Project Number

21031

Description

AS NOTED

Scale

LANDSCAPE
PLAN

L2.00

SCOTTSDALE & OSBORN

3380 N SCOTTSDALE ROAD
SCOTTSDALE, AZ 85251

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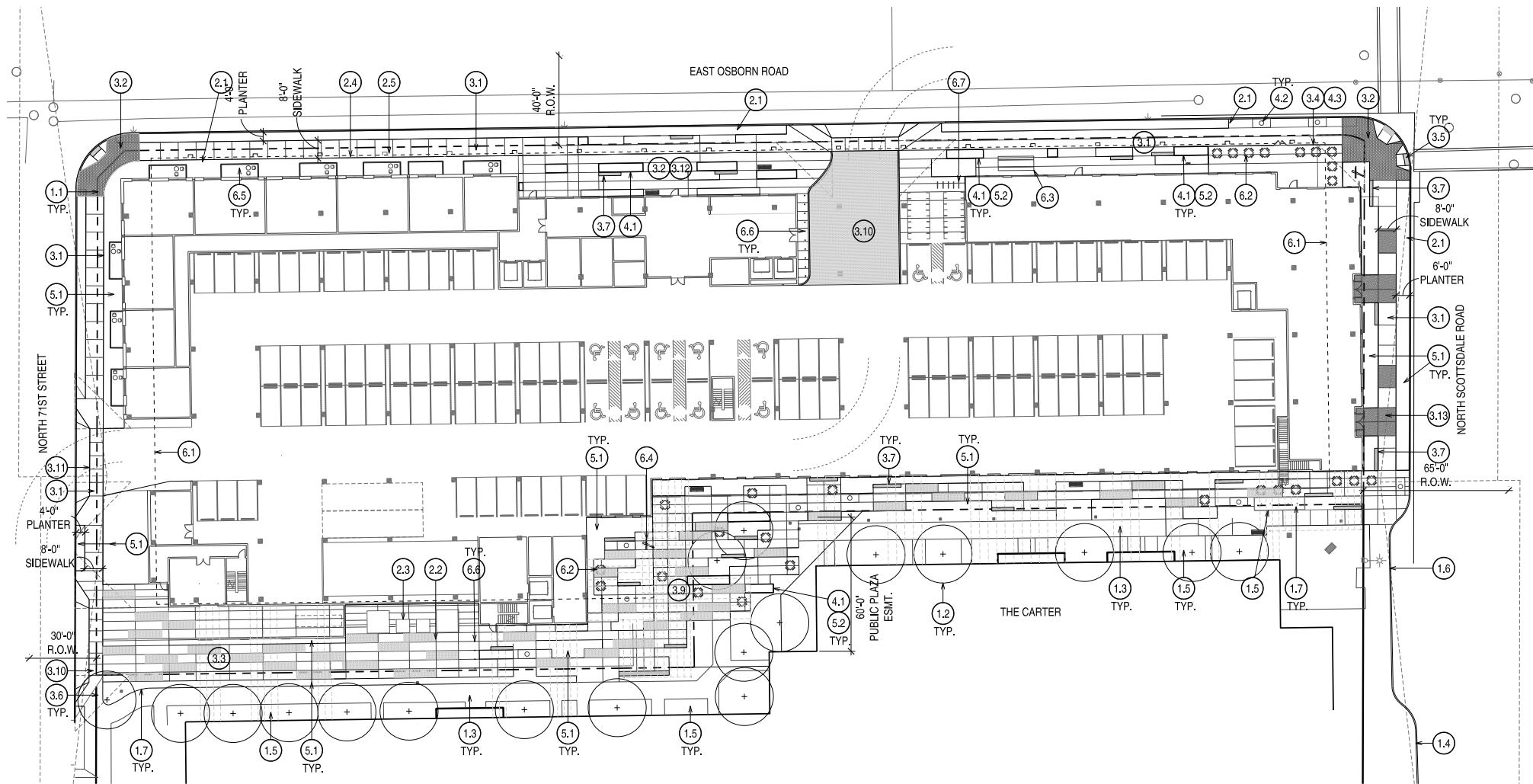
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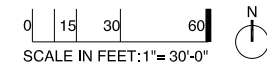
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Phoenix, Arizona 85014
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SCALE: 1" = 30'-0"



HARDSCAPE PLAN 01

Resolution No. 12589
Exhibit 1
Page 102 of 114

KEYNOTES:

EXISTING CONDITIONS:

- 1.1 PROPERTY LINE
- 1.2 EXISTING TREE TO REMAIN PRESERVE & PROTECT
- 1.3 EXISTING SIDEWALK TO REMAIN PRESERVE & PROTECT
- 1.4 EXISTING CURB TO REMAIN
- 1.5 EXISTING LANDSCAPE TO REMAIN
- 1.6 EXISTING BUS STOP TO REMAIN
- 1.7 EXISTING SITE FENCE AND CURB BETWEEN PROPERTIES TO BE DEMOLISHED AND REMOVED TO CREATE COHESIVE PATHWAY.

SITEWORK/UTILITIES:

- 2.1 FIRE HYDRANT w/ MIN. 5'-0" CLR. ALL AROUND
- 2.2 STORMWATER DRAIN BASIN
- 2.3 ELECTRICAL EQUIPMENT YARD
- 2.4 WATER METER
- 2.5 BACKFLOW PREVENTOR

CONCRETE/PAVING/CONSTRUCTION/FINISHES:

- 3.1 8'-0" W. ACID ETCH CONCRETE SIDEWALK
- 3.2 EXPOSED AGGREGATE ENHANCED PAVING
- 3.3 SERVICE ACCESS DRIVEWAY
- 3.4 RESTAURANT PATIO
- 3.5 DIRECTIONAL CROSSWALK RAMPS
- 3.6 ADA TACTILE WARNING STRIP
- 3.7 18" HT. CIP CONCRETE SEATWALL
- 3.8 CIP CONCRETE WATER FEATURE
- 3.9 PASEO COURTYARD
- 3.10 ENHANCED PAVING - VEHICULAR RATED
- 3.11 VEHICULAR ACCESS DRIVE APRON
- 3.12 ENTRY PLAZA
- 3.13 LITHOCRETE ENHANCED PAVING W/ CA RED 1 RECYCLED GLASS PER SEGMENT 2 SCOTTSDALE ROAD DESIGN GUIDELINES

METAL:

- 4.1 RAISED STEEL PLANTER
- 4.2 4X8 TREE GRATE
- 4.3 RESTAURANT PATIO FENCE & GATE

PLANTING AND LANDSCAPE:

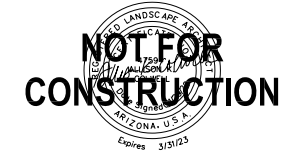
- 5.1 AT-GRADE LANDSCAPE PLANTER
- 5.2 RAISED LANDSCAPE PLANTER

MISCELLANEOUS / SITE FURNISHINGS:

- 6.1 LIMIT OF OVER-STRUCTURE BOUNDARY
- 6.2 MOVABLE TABLE & CHAIRS
- 6.3 COMMUNITY TABLE
- 6.4 ART INSTALLATION
- 6.5 UNIT PATIOS
- 6.6 SAFETY BOLLARD
- 6.7 BIKE RACKS



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THE PASEO LANDSCAPE CONCEPT



SHADE TOLERANT SUCCULENTS / SOFT LIGHTING



CHARACTER OF WALKWAYS - INTIMATE AREAS + LARGER WALKWAYS / BENCHES



SHADE TOLERANT SUCCULENTS IN PASEO

Resolution No. 12589
Exhibit 1
Page 103 of 114



VINES ON TRELLIS ON GARAGE WALL



SHADE PLANTS

THE PASEO LANDSCAPE CONCEPT



CHAIRS AND TABLE SEATING



LINEAR RAISED WATER FEATURE



POTENTIAL PUBLIC ART OPPORTUNITY



CONCRETE BENCHES ALONG WALKWAYS

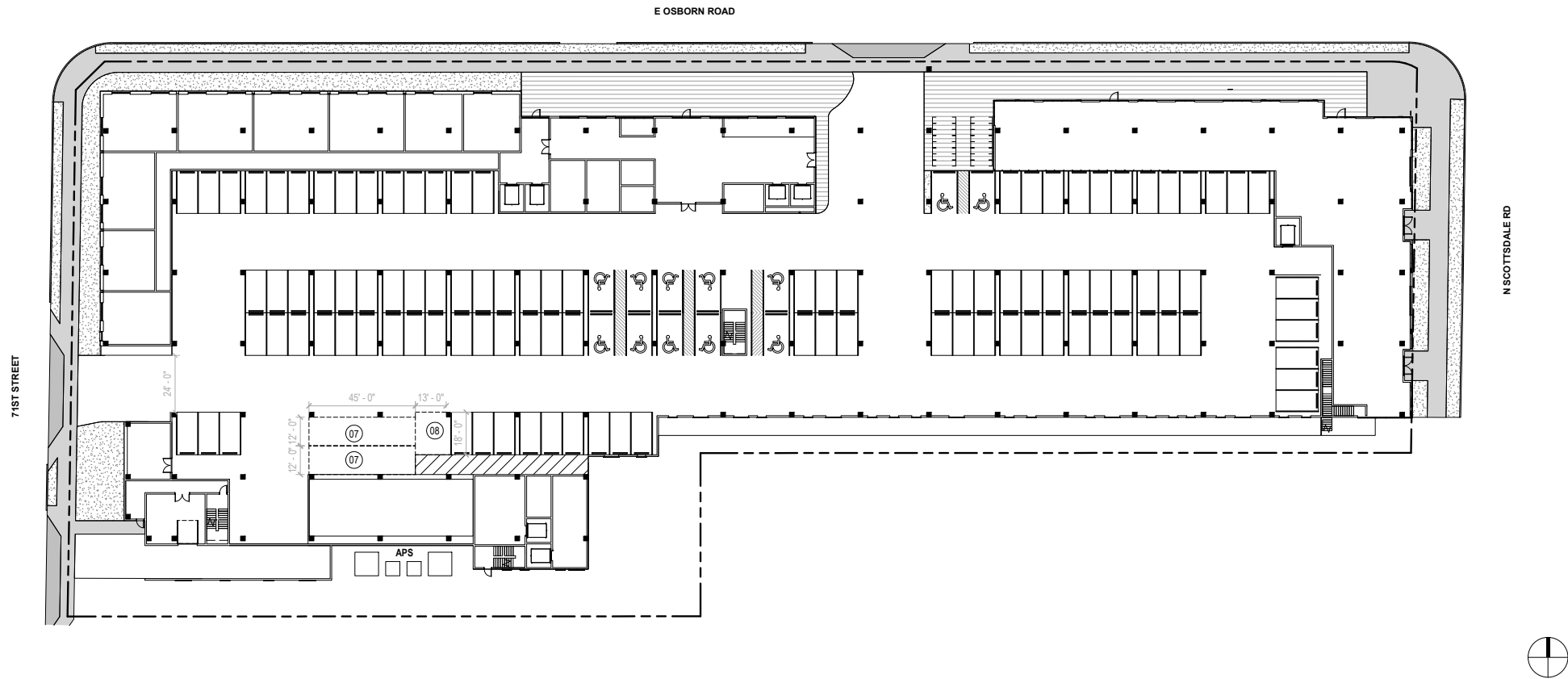


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2

PARKING PLAN - LEVEL 01

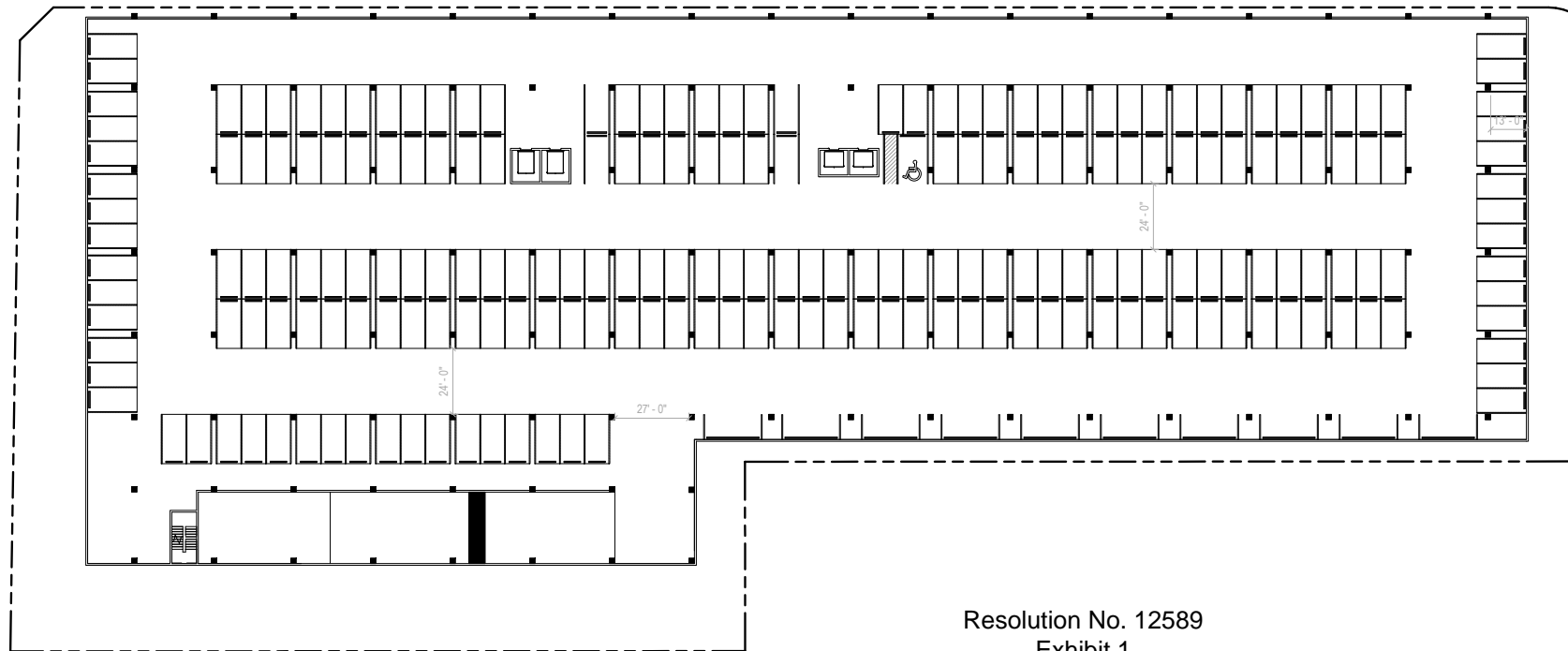
SCALE: 1" = 30'-0"



1

PARKING PLAN - LOWER LEVEL

SCALE: 1" = 30'-0"



Resolution No. 12589
Exhibit 1
Page 106 of 114

SHEET NOTES

- 07 45' X 12' LOADING AREA
- 08 13' X 18' LOADING AREA

PARKING REQUIREMENTS

VEHICULAR PARKING REQUIRED

ASSISTED LIVING 0.70 PER UNIT
INDEPENDENT LIVING 1.25 PER UNIT
RESTAURANT

ASSISTED LIVING + MEMORY CARE (7 X 115 UNITS) = 81 SPACES
INDEPENDENT LIVING (1.25 X 132) = 165 SPACES
RESTAURANT (1 PER 300 FOR 9622 SF OF RESTAURANT) = 33 SPACES

PARKING REQUIRED = 279 SPACES

PARKING PROVIDED 338 SPACES

LOWER LEVEL 01 222 SPACES
LEVEL 01 116 SPACES

PARKING PROVIDED 338 SPACES

ACCESSIBLE PARKING PROVIDED 13 SPACES
(THESE ARE INCLUDED IN TOTAL COUNT NOTED ABOVE)

BICYCLE PARKING

REQUIRED = 1 PER EVERY 10 VEHICULAR PARKING
PER 338 VEHICULAR PARKING
REQUIRED = (338 X 2)/10 = 68 REQUIRED
68 PROVIDED

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EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
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Tel 6025234900
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Description

PARKING PLAN

Scale

As indicated

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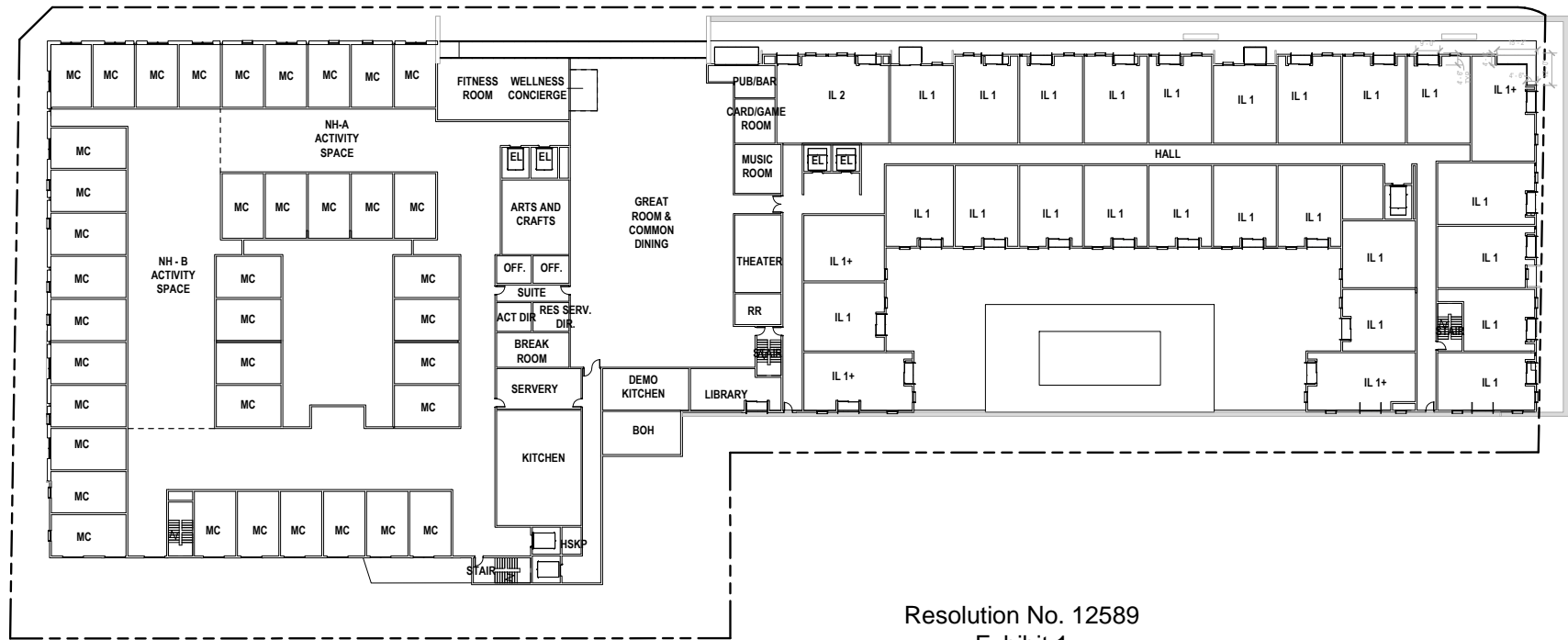
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1

FLOOR PLAN - LEVEL 02

SCALE: 1" = 30'-0"



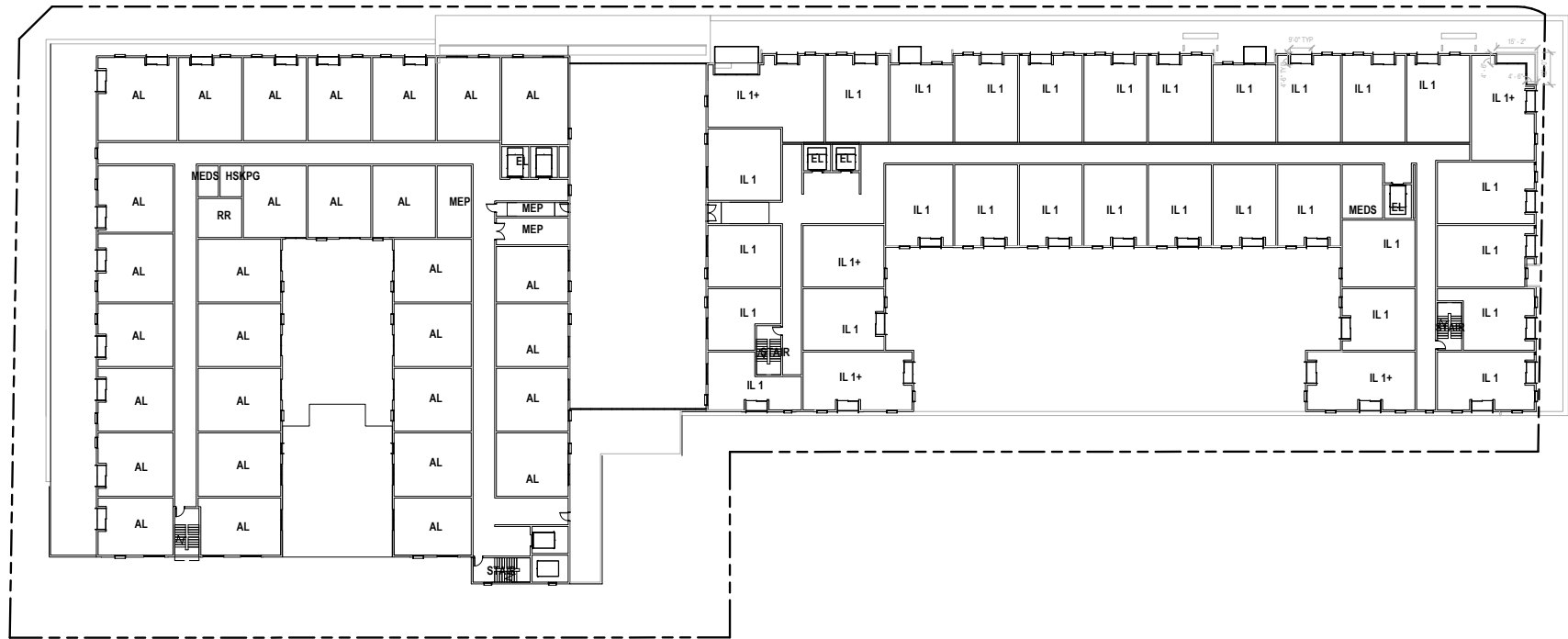
Resolution No. 12589
Exhibit 1
Page 107 of 114



2

FLOOR PLAN - LEVEL 03

SCALE: 1" = 30'-0"



SHEET NOTES

GENERAL NOTES

KEY PLAN

EMPIRE GROUP
6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

Date	Description
11/19/2021	Site Plan Submittal
02/23/2022	Site Plan Re-submittal

Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name
The Osborn

Project Number
57.8211.000

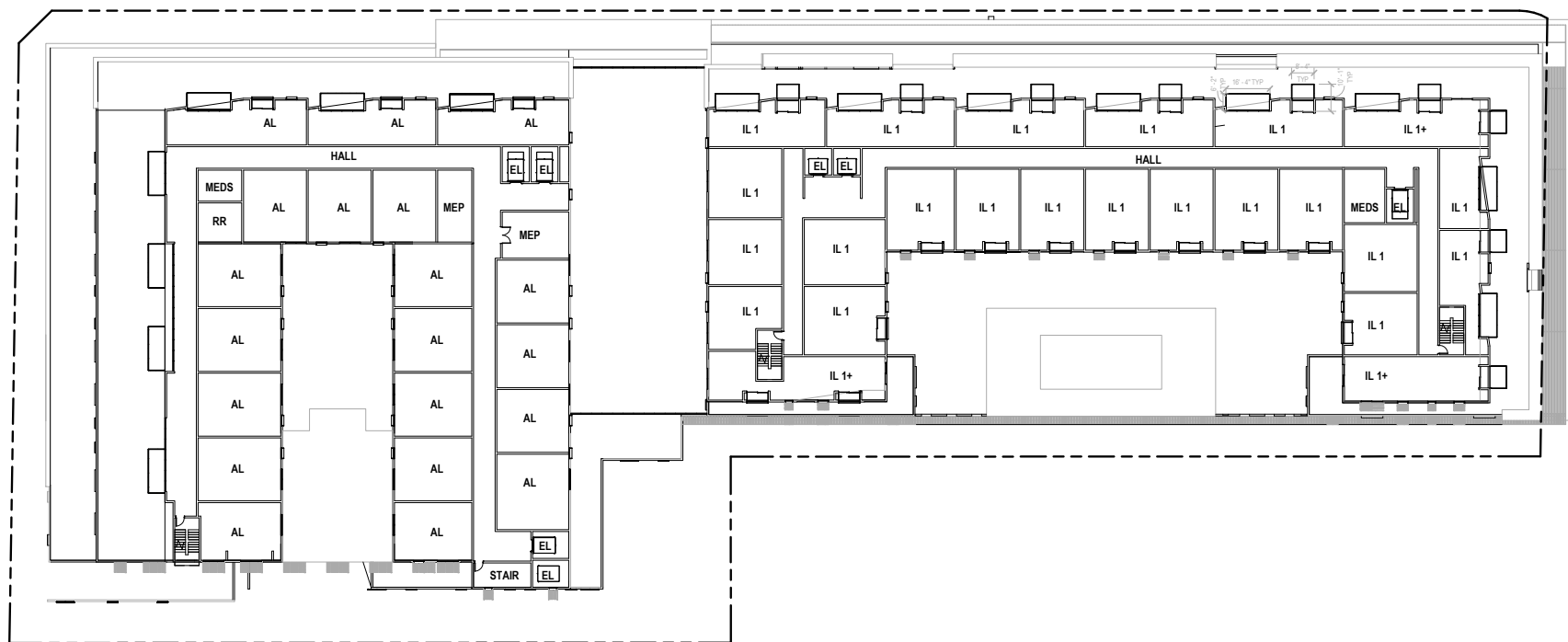
Description
FLOOR PLAN - LEVEL 02-LEVEL 03

Scale
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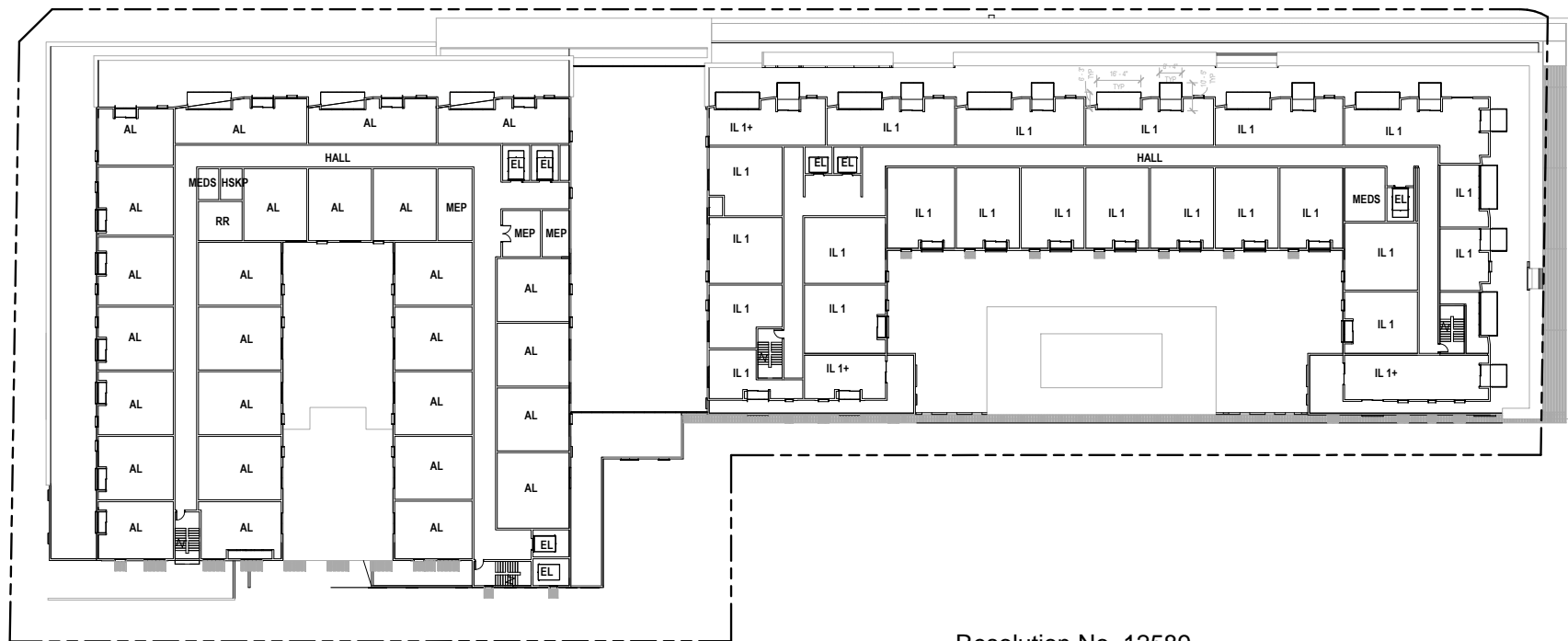
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2 FLOOR PLAN - LEVEL 05
SCALE: 1" = 30'-0"



Resolution No. 12589
Exhibit 1
Page 108 of 114

1 FLOOR PLAN - LEVEL 04
SCALE: 1" = 30'-0"

SHEET NOTES

GENERAL NOTES

KEY PLAN

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

Date	Description
11/19/2021	Site Plan Submittal
02/23/2022	Site Plan Re-submittal

Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name
The Osborn

Project Number
57.8211.000

Description
FLOOR PLAN - LEVEL 04-LEVEL 05

Scale
1" = 30'-0"

21.Y_03

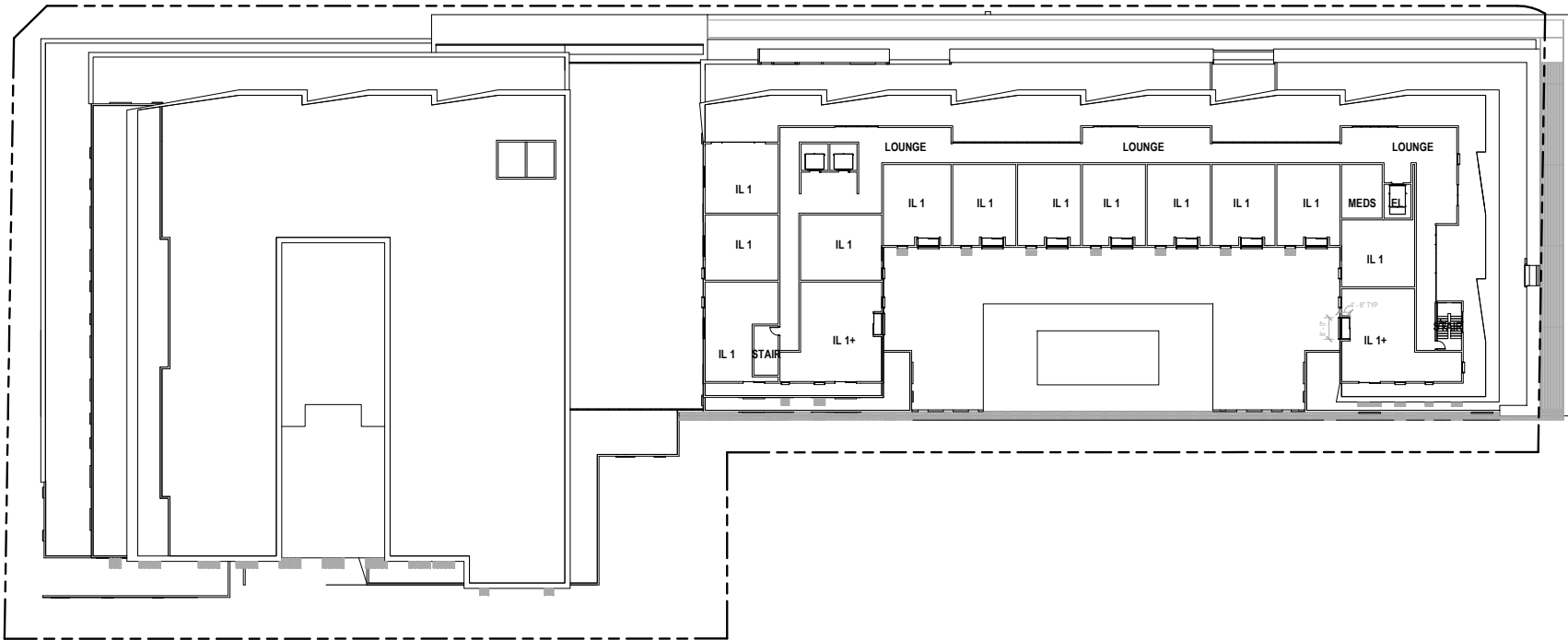
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1

FLOOR PLAN - LEVEL 6

SCALE: 1" = 30'-0"



Resolution No. 12589

Exhibit 1

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SHEET NOTES

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

△	Date	Description
	11/19/2021	Site Plan Submittal
	02/23/2022	Site Plan Re-submittal

Seal / Signature

NOT FOR
CONSTRUCTION

COS STAMP

Project Name

The Osborn

Project Number

57.8211.000

Description

FLOOR PLAN - LEVEL 06

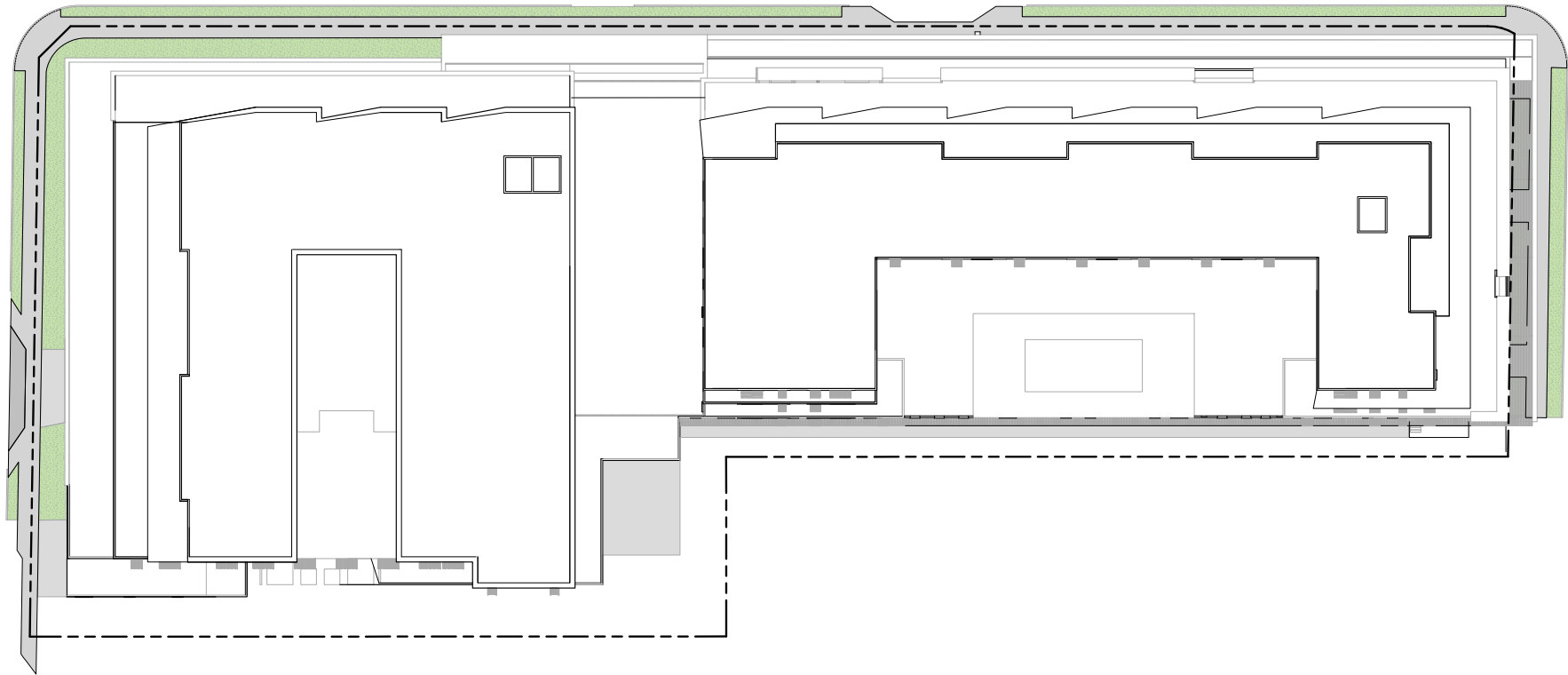
Scale

1" = 30'-0"

21.Y_04

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1 ROOF PLAN

SCALE: 1" = 30'-0"

ROOF AREA:

I.L. UPPER ROOF AREA = 16,662 SF
A.L. UPPER ROOF AREA= 20,478 SF

Resolution No. 12589
Exhibit 1
Page 110 of 114



SHEET NOTES

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6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234900
Fax 6025234949

SYDNOR

4806 N 78th Place
Scottsdale
AZ 85251
United States

Tel 480.206.4593

△ Date	Description
11/19/2021	Site Plan Submittal
02/23/2022	Site Plan Re-submittal

Seal / Signature

NOT FOR CONSTRUCTION

Project Name

The Osborn

Project Number

57.8211.000

Description

FLOOR PLAN - ROOF

Scale

As indicated

21.AA

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Scottsdale, AZ 85250

Resolution No. 12589
Exhibit 1
Page 111 of 114

CASE PRE-APP NUMBER - 914-PA-2021
EXHIBIT 1



EMPIRE GROUP
6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Resolution No. 12589
Exhibit 1
Page 112 of 114

CASE PRE-APP NUMBER - 914-PA-2021
EXHIBIT 2



EMPIRE GROUP
6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Resolution No. 12589
Exhibit 1
Page 113 of 114

CASE PRE-APP NUMBER - 914-PA-2021
EXHIBIT 3



RESOLUTION NO. 12580

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA,
AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT
AGREEMENT NO. 2022-137-COS FOR PROPERTY GENERALLY
LOCATED AT 3380 N. SCOTTSDALE 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. 2022-137-COS for a development located at 3380 N. Scottsdale Road; and

WHEREAS, this Development Agreement No. 2022-137-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. 2022-137-COS after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record Development Agreement
No. 2022-137-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. 2022-137-COS.

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

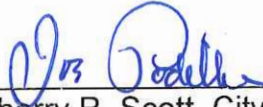
ATTEST:

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: Joe Padilla, Deputy City Attorney

ATTACHMENT #4

WHEN RECORDED RETURN TO:

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

THE OSBORN DEVELOPMENT AGREEMENT

C.O.S. Contract No. 2022-137-COS
(The Osborn 1-ZN-2014#2, 1-DA-2022)
(Resolution No. 12580)

This Development Agreement (the "Agreement") is entered into this ____ day of September 2022, by Aspirant Development, LLC, an Arizona 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 controls a parcel of real property located at 3380 North Scottsdale Road, located at the southwest corner of Scottsdale and Osborn Roads, in Scottsdale Arizona, and more particularly described and depicted on the attached **Exhibit "A"** (the "Property"), and will own the Property as of the Effective Date (defined below). Exhibit "A" is incorporated in this Agreement by this reference.

B. Developer intends to develop the Property into a single-building residential healthcare facility that includes, among other components, assisted living units and memory care facilities, as well as independent living units (the "Project"). The assisted living and memory care components are intended to include approximately One Hundred Fifteen (115) specialized, assisted living and memory care units, and the independent living component is to include approximately One Hundred Thirty-Two (132) independent living units.

C. The Project is depicted in the development application to the City with associated submittals of development plans (collectively, the "New Development Plan") entitled "The Osborn." The New Development Plan is on file with the Clerk of the City of Scottsdale, was adopted by Resolution No.12589, incorporated into Ordinance No. 4560, and is incorporated into this Agreement by this reference.

D. 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 Property to retain its current zoning of Downtown/Downtown Multiple Use Type-2, Planned Block Development Downtown Overlay (D/DMU-2, PBD, DO), but will have amended the development plan applied to the Property under Zoning Case 1-ZN-2014 (the "Prior Development Plan"). The Zoning Application also included a request for a "conditional use permit" ("CUP") to allow the residential healthcare uses. Accordingly, pursuant to the Zoning Case for the Property, 1-ZN-2014#2, the

revisions to the Prior Development Plan as reflected in the New Development Plan, will have been completed pursuant to the adoption of the regulatory approvals and stipulations associated with the New Development Plan (the “Regulatory Approvals”). Pursuant to the Regulatory Approvals, the Project and Property shall be subject to Article VI, Section 6.1300 et. seq. of the City’s Zoning Ordinance (the “PBD Ordinance”).

E. Developer desires to utilize available bonus provisions under the Scottsdale Revised City Code (the “Code”), Appendix B – Basic Zoning Ordinance, Article VI – Supplemental Districts, Section 6.1310 (the “Bonus Development Provisions”) to allow increased building heights in certain locations, in this instance of up to 74 feet (including mechanical elements) as set forth in the New Development Plan. The Regulatory Approvals establish the maximum density established by the Dwelling Unit Capacity (“DUC”), the Gross Floor Area (“GFA”), and the Gross Floor Area Ratio (“GFAR”) (DUC, GFA and GFAR collectively are referred to as “Development Attributes”) for the Property. The Project as proposed does not exceed the PBD Ordinance amended development standards for density, and so no changes to density have been sought. The only change to development standards requested is for establishing the maximum building height in the New Development Plan under the Bonus Development Provisions. On that basis, Developer is required to pay a bonus payment (the “Bonus Payment”) under the Bonus Development Provisions of One Hundred Twelve Thousand, Eight Hundred Forty-Eight Dollars (\$112,848.00) for a height bonus.

F. Developer and City acknowledge and agree that development of the Property will benefit the City’s residents, its visitors, and the Property.

G. This Agreement is consistent with the portions of the City’s General Plan applicable to the Property on the date of this Agreement.

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

I. The City’s governing body has authorized execution of this Agreement by Resolution No. 12580.

In consideration of the foregoing Recitals, the promises in this Agreement, and other good and valuable consideration, 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. Term of Agreement. The terms of this Agreement shall be as follows:

2.1 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 this Agreement 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.

2.2 Term & Expiration. Except as otherwise expressly provided herein, the Agreement will continue in effect for five (5) years or until all obligations and rights of the Parties under this Agreement have been performed, terminated by mutual agreement of the Parties, or have expired, whichever is earlier (the "Term"). If the Term expires, the Parties need not take any further act to demonstrate that this Agreement is of no further force and effect.

2.3 Early Termination. This Agreement may be terminated by either Party only to the extent a termination right may be provided expressly in this Agreement. Upon early termination of this Agreement by mutual agreement of City and Developer, the Parties shall execute, acknowledge, and record a notice (the "Termination Notice") confirming that this Agreement has been terminated, except for those representations, warranties, indemnities, and other matters that this Agreement states shall survive the expiration or termination of this Agreement.

2.4 Effect of Termination or Expiration on Regulatory Approvals. Early termination or expiration of the Term of this Agreement shall have no effect on the Regulatory Approvals, which shall continue to be enforceable according to their terms, except as amended under the City's codes and ordinances. Any Termination Notice with respect to this Agreement shall so state.

2.5 Referendum Termination. If the Regulatory Approvals are subject to a referendum that is certified to appear on a City election ballot, Developer may elect to terminate this Agreement by written notice to the City. Moreover, if the Regulatory Approvals are invalidated by a referendum, then this Agreement shall be void *ab initio*.

2.6 Extension. Except with respect to a minor date adjustment made pursuant to Section 3 of this Agreement, the Term of this Agreement may only be extended by formal recorded mutual written agreement of both Parties and approved by the City's City Council.

3. Minor Date Adjustments. Dates stated in this Agreement may be extended only by mutual written formal consent of City and Developer, given or withheld in their respective sole and absolute discretion. City's City Manager may exercise authority to consent for City to extensions of any date, but such authority is limited to extensions not exceeding one hundred eighty (180) days, each exercised in the City Manager's sole and absolute discretion.

4. Property Interest of the Developer. The Developer represents and warrants that the fee title owner of the Property has granted Developer a property interest in the Property, that Developer has been granted permission by such fee owner for purposes of this Agreement, the New Development Plan and the Regulatory Approvals to subject the Property to the New Development Plan, the Regulatory Approvals and this Agreement, and that the Property is located within the municipal limits of the City.

5. Actions by the Parties. To allow the Property to be developed and improved in accordance with the New Development Plan, the Regulatory Approvals, and the terms of this Agreement, Developer and City agree to the following terms and to complete the following actions as required by the terms of this Agreement:

5.1 Phasing. Developer may determine whether and in what order to undertake the development of the Property as set forth in the New Development Plan.

5.2 Bonus Development Provisions and Payment. The Parties agree that the Regulatory Approvals establish the maximum density associated with the Development Attributes of DUC, FAR, and GFAR for the Property under the associated development standards. The Parties also agree that the Regulatory Approvals establish maximum height for the Property. Accordingly, pursuant to the Bonus Development Provisions, Developer has elected to utilize bonus provisions permitted by the City's Zoning Ordinance to obtain a maximum building height of up to seventy-four (74) feet (including mechanical elements), which includes a bonus of eight (8) feet as allowed under the Planned Block Development Overlay on the Property, approved in the New Development Plan. In exchange for establishing the maximum building height in the New Development Plan and pursuant to the Bonus Development Provisions of Scottsdale Revised Code, Appendix B, Article VI Supplemental Districts Sec. 6.1310, Developer shall pay the City the amount of the Bonus Payment of One Hundred Twelve Thousand, Eight Hundred Forty-Eight Dollars (\$112,848.00) for the height bonus. The total amount of the Bonus Payment shall be paid to the City within thirty (30) days of the Effective Date of this Agreement. The Bonus Payment shall be paid to the City regardless of whether Developer utilizes the additional bonus height in the Project. The City may expend the Bonus Payment in any manner determined by the City in its sole and absolute discretion.

5.3 Late Payment of the Bonus Payment. Any unpaid amount of the Bonus Payment shall accrue interest at the rate of six percent (6%) per annum and, additionally, be subject to increase by 3.5% starting on the thirty first (31st) day following the Effective Date of this Agreement and annually on the anniversary of the Effective Date thereafter until paid. The City shall not issue any permit until the Bonus Payment and any increase have been paid.

5.4 Cultural Improvement Program & Cultural Projects. Pursuant to Section 6.1309.A.2. of the City's Zoning Ordinance (the "Cultural Improvements Program"), the Parties agree that the Cultural Improvements Program applies to the Project and Developer is required to expend certain amounts on artwork with respect to the Project (the "Required Art Investment Amount"). The Required Art Investment Amount will be determined by the City based on the building valuation of all floor area in the Project, as determined pursuant to the valuation process established in the Code as of the date of this Agreement and/or future Code requirement, whichever is less. The Required Art Investment Amount shall be expended by the Developer to commission and install original artwork pursuant to a Final Art Plan. The schedule for installing artwork under the Final Art Plan shall be approved by the Zoning Administrator prior to issuance of the first building permit for any above ground structure in the Project. If Developer does not proceed with a Final Art Plan, in its sole and absolute discretion and in the alternative, the Developer may elect, in its sole and absolute discretion and in full satisfaction of the Required Art Investment Amount,

to contribute to the Downtown Cultural Trust Fund in the amount of the Required Art Investment Amount. The timing of Developer's making the Required Art Investment Amount shall be based on the building valuation (determined as described above) of all buildings for each phase and the Required Art Investment Amount for each phase shall be made (or in the alternative, contributed to the Downtown Cultural Trust Fund) before the issuance of any certificate of occupancy for any above ground structure in that phase. All monetary amounts required to be expended under the "Cultural Improvements Program" are exclusive of and are not a part of the Bonus Payment.

5.5 Public Access to Pedestrian Way. Upon completion of construction of the Project and issuance of a Certificate of Occupancy for the last building of the Project, Developer (or any successor or assign with respect to the Property) shall acknowledge, by recording a pedestrian walkway license agreement in the form of **Exhibit "B-1"** (the "Pedestrian Walkway License Agreement"), to establish the license for the public use of the walkway to be constructed across the Property along the southern 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 "B-2"** (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.

5.6 Failure to Complete the Underground Parking Stalls. Because a significant number of the Parking Stalls are intended to be constructed, in part, under the surface of the Property (the "Underground Parking Stalls") the Parties acknowledge that construction of the Underground Parking Stalls must be initiated as the first element for construction. Further, the City seeks to avoid the possibility that the Developer undertakes construction of the Underground Parking Stalls and thereafter does not complete such below-grade facilities. Accordingly, if Developer does not complete construction of the Underground Parking Stalls and associated facilities within three (3) years of Developer Commencing Construction (defined below) of the Underground Parking Stalls (the "Completion Date"), Developer agrees that, on written notice from the City to Developer provided at any time after the Completion Date (and if, but only if, Developer has not achieved Completion of Construction of the Underground Parking Stalls) (the "Backfill Notice"), Developer shall cause any subterranean work undertaken to such point to be removed and/or covered, the fill to be compacted, and the surface of the Property be returned to a graded, dust-free condition reasonably acceptable to the City (the "Backfill Condition"). Upon the City issuing the Backfill Notice to Developer, Developer shall have four (4) months to complete the Underground Parking Stalls or the work to achieve the Backfill Condition (the "Backfill Deadline").

5.6.1 Security for Backfill Condition. To secure Developer's obligation to complete the Backfill Condition with respect to the Property by the Backfill Deadline, Developer (or any successor or assigns with respect to the Project) shall deposit with the City a standby letter of credit in the amount of Five Hundred Thousand Dollars (\$500,000), in form and

substance substantially of **Exhibit “C”** as it may be required to be revised in final form to be issued as determined by the issuing lender and as consented to by the City’s City Manager and Developer, which consent may not be unreasonably withheld (the “Standby Completion Letter of Credit”). Developer shall deposit the Standby Completion Letter of Credit with the City within ten (10) days of Developer’s receiving the City Notice of Permit Availability (defined below) and prior to receiving any Triggering Permits. If Developer does not deposit with the City the Standby Completion Letter of Credit within such ten (10) day period of Developer’s receipt of the City Notice of Permit Availability, City may elect to withhold any Triggering Permits until Developer deposits the Standby Completion Letter of Credit with City. City shall be entitled to draw against the Standby Completion Letter of Credit if Developer does not undertake the work to complete the Backfill Condition with respect to the Property by the Backfill Deadline as determined by the City in its sole discretion (the “Right to LOC Draws”). The amount that City may draw from the Standby Completion Letter of Credit under its Right to LOC Draws shall be equal to the amount required to allow the City to cause the Property to be placed in the Backfill Condition, or the total amount of the Standby Completion Letter of Credit, whichever is less. City may contract with any third-party City deems appropriate in its sole and absolute discretion to undertake and complete the work to achieve the Backfill Condition.

5.6.2 Completion of Underground Parking Stalls. If the Underground Parking Stalls has achieved Completion of Construction prior to the Completion Date, then, on the date that the Underground Parking Stalls achieve Completion of Construction, the City’s right to draw against the Standby Completion Letter of Credit automatically shall be deemed to have expired (the “LOC Expiration”). To demonstrate that the LOC Expiration has occurred, the City and Developer shall record a notice that shall so state in the records of the Maricopa County Recorder (the “LOC Termination Notice”). Further, once the Underground Parking Stalls have achieved Completion of Construction, the City immediately shall return the original Standby Completion Letter of Credit to Developer (or its successors and assigns with respect to the Project) and the Parties will work cooperatively to assure that the construction of the Project may be undertaken by the Developer.

5.6.3 Definitions. For purposes of this Agreement, “Commencement of Construction” shall mean both (i) the City has notified Developer that permits required to begin the construction of the Project (the “Triggering Permits”) are approved (the “City Notice of Permit Availability”) and (ii) the 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 the Underground Parking Stalls: (1) If Commencement of Construction of above-ground portion of the Project is not to be undertaken within nine (9) months of the Underground Parking Stalls structure reaching grade level, then (a) the Developer shall provide the City written notice thereof, (b) thereafter the Underground Parking Stalls shall be deemed to have achieved Completion of Construction as long as the structure has reached grade level and the status of such construction is acknowledged by the engineer for the Project and the City’s chief engineer, in their respective reasonable discretion, and (c) to the extent legally allowed, the Developer has applied for a Certificate of Occupancy or Certificate of Completion, and the City has issued such Certificate of Occupancy or Certificate of Completion; and (2) If the above-ground portion of the Project is undertaken within nine (9) months of the construction of the Underground Parking Stalls structure reaching grade level, then the Developer

shall provide the City written notice thereof, the Developer may and shall proceed with the construction of the above-ground portions of the Project and the Underground Parking Stalls shall be deemed to have achieved Completion of Construction.

5.7 Agreement to Conduct Rezoning if Project Not Commenced. Notwithstanding the Term of this Agreement, Developer agrees that if Developer does not undertake Commencement of Construction of the Project within four (4) years from the Effective Date ("Commencement of Construction Deadline"), then Developer agrees that it shall apply to cause the Property to be rezoned to apply the zoning that existed on the Property immediately prior to the application of the Regulatory Approvals (the "Rezoning"). Further, if Developer does not achieve such Commencement of Construction and then does not make such application 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. Developer and City acknowledge that, regardless of whether the Developer or the City undertakes the Rezoning as required in this Section 5.7, 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 has submitted to the City 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 none of the Developer nor any successor or assign of the Property shall have any claim with respect to the diminution of value to the Property by agreeing to this Section 5.7 of this Agreement.

5.8 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 "D"** (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. If the Project achieves Commencement of Construction by the Commencement of Construction Deadline, then, on the date that such Commencement of Construction has been achieved, the City's right to use the Power of Attorney automatically shall be deemed to have expired (the "POA Expiration"), and the City shall, immediately thereafter, return the original POA to Developer (or the successor or assign that supplied such POA). To demonstrate that the POA Expiration has occurred, the City and Developer shall record a notice that shall so state in the records of the Maricopa County Recorder (the "POA Termination Notice").

5.9 Developer's Mitigation of Construction Impacts. During the installation and construction of the Project and throughout the duration of any such construction, Developer shall mitigate the construction impacts to the immediately adjacent properties at Developer's expense. Developer shall take all steps reasonably necessary, to (i) keep, or cause to be kept, the Property in neat, orderly and clean condition, free of debris, (ii) employ effective dust control procedures including enhanced street and lot sweeping, and, (iii) protect all property and improvements on the immediately adjacent properties from damage caused by the Developer or

its agents, employees, contractors or subcontractors, and immediately repair or replace any such property, once damaged, to its preexisting conditions.

6. 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 the Property without first having obtained a permit from the City to begin construction of any portion of the Project.

7. 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.

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

9. 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.

10. Agreement Status & Assignment. The rights established under this Agreement and the New 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). This Agreement 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.

11. General Provisions.

11.1 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, 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.

11.2 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: Aspirant Development, LLC
C/O Desert Terroir, L.L.C.
Attn: Geoffrey Jacobs
6617 North Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Copy to: Berry Riddell, LLC
Attention: John Berry
6750 E Camelback Rd, Suite 100
Scottsdale, AZ 85251

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

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

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

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

11.13 Contract Administrator and Project Manager. The City's contract administrator for this Agreement shall be the Zoning Administrator for the City, or the Zoning Administrator's designee. The City's Project Manager shall be the City's Public Works Director or his/her designee.

11.14 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 Property.

11.15 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 considering the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Developer or City.

11.16 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 because of the existence of this Agreement or the Regulatory Approvals, and City shall have no liability to any third-party for Developer's negligence.

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

11.18 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.

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

11.20 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.

11.21 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.

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

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

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

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

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

Aspirant Development, LLC
An Arizona limited liability company

By: Desert Terrior, L.L.C.
A Delaware limited liability company
Its: Manager

By: _____

Geoffrey Jacobs, Authorized Agent

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

My Commission Expires:

Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of August, 2022, by Geoffrey Jacobs, Authorized Agent of Desert Terroir, LLC, an Arizona limited liability company, Manager of Aspirant Development, LLC, an Arizona limited liability company, who executed the foregoing on behalf of the limited liability company, being authorized to do so for the purposes therein contained.

My Commission Expires: 02/22/26


Notary Public



LIST OF EXHIBITS

Exhibit "A":	Property Legal Description & Depiction
Exhibit "B-1":	Pedestrian Walkway License Agreement
Exhibit "B-2":	Pedestrian Walkway License Area
Exhibit "C":	Standby Letter of Credit
Exhibit "D":	Power of Attorney
Exhibit "E":	Change of Address Form

Exhibit "A"

PROPERTY LEGAL DESCRIPTION & DEPICTION

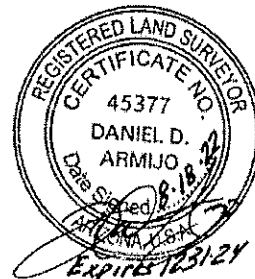
Lot 1 as shown on the final plat of Agave Residential, recorded in Book 1288, Page 33, Maricopa County Records, lying within a portion of the southeast quarter of Section 27, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

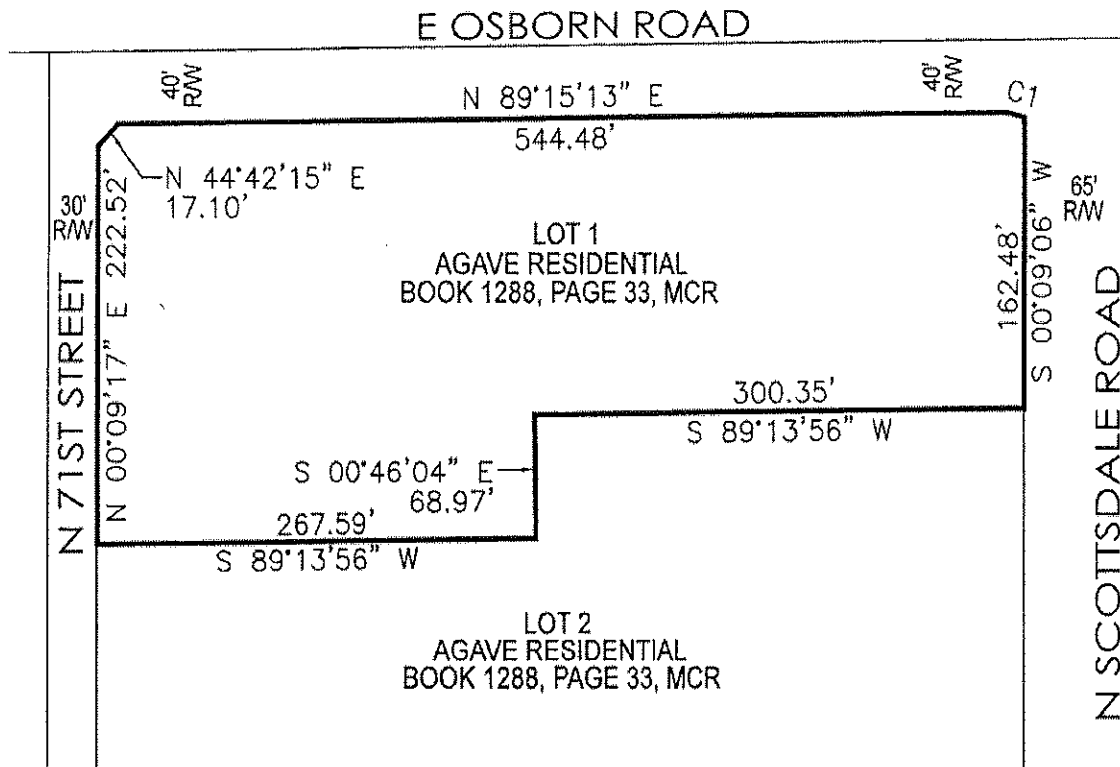
Containing 112,097 Square Feet or 2.57 Acres more or less.



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

August 18, 2022
AWLS #21-009





CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.00'	10.82'	30°58'59"	S 75°15'17" E	10.68'

Exhibit "B-1"

PEDESTRIAN WALKWAY LICENSE AGREEMENT

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. 2022-137-COS
(The Osborn 1-ZN-2014#2, 1-DA-2022)
(Resolution No. 12580)

This Pedestrian Walkway License Agreement (this "Agreement") is entered into this ____ day of _____, 20__, by Aspirant Development, LLC, an Arizona 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 certain real property located southwest corner of Scottsdale and Osborn Roads and is more particularly described and depicted on the attached **Exhibit "A"** (the "Property"), which is incorporated in this Agreement by this reference.

B. Developer intends to develop the Property by constructing a residential healthcare facility (the "Project") that is depicted in the development plan adopted by Resolution No. 12589, incorporated into Ordinance No. 4560, 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 September __, 2022, and approved by the City's Council by Resolution No. 12580 (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 southern boundary of the Property, on the portion of the Property legally described and depicted as set forth on **Exhibit "B"** (the "License Area").

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 by the owner of the Project (the "Project Owner"). 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 "C,"** as may be amended by the Project Owner and the City (through the City Manager or City Manager's designee), 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 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 C.

3. Ownership of Improvements. The Project Owner 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 the Project (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 Project 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 event. If 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 Party"), 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 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 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, the Parties shall attempt to resolve the dispute through discussions and negotiations carried out on a good-faith basis prior to any further legal action. If the Parties are unable to resolve the matter through discussions and negotiations carried out on a good-faith basis, any Party may make a demand for mediation of this Agreement by written notice to the other Party. Such notice shall state that a dispute exists, shall request mediation pursuant to this Section and shall set forth a succinct statement of the matter in dispute. Within ten (10) days after the receipt of the notice as provided above, the other Party shall submit to the demanding Party (in the same manner as notices are given hereunder) a written response setting forth a succinct statement of the responding Party's position. Such mediation shall be conducted in accordance with the Commercial Rules of the American Arbitration Association with authority over Arizona ("AAA") then in effect by a mediator selected by the agreement of the Parties from a list of five (5) potential

mediators from the Phoenix, Arizona area with experience relating to the particular matter or matters in dispute, which list shall be furnished to the Parties by the AAA (or its successors). If the Parties fail to agree on a single mediator within fifteen (15) days after receipt of such list of potential mediators, then the Parties shall select a mediator from such list by an alternate striking process, with the Party initiating the demand for mediation striking first. The mediator selected by agreement of the Parties or the last unstricken mediator from the striking process shall serve as the mediator for purposes of this Section. If the matter in dispute has not been resolved within thirty (30) days after the selection of a mediator, or if the Parties fail to select a mediator within thirty (30) days after receipt of the list of potential mediators, either Party may thereafter initiate legal proceedings pursuant to this Agreement.

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: Aspirant Development, LLC
C/O Desert Terroir, L.L.C.
Attn: Geoffrey Jacobs
6617 North Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Copy to: Berry Riddell, LLC
Attention: John Berry
6750 E Camelback Rd, Suite 100
Scottsdale, AZ 85251
jb@berryriddell.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 using a Change of Address Form in the form of **Exhibit "D."** Any designation by a Party of a new address for notices shall not be binding or effective unless the Address Change Form is supplied to the other Party and is recorded with the County Recorder of Maricopa County, Arizona.

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 this 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

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

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

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

My Commission Expires:

Notary Public

[DEVELOPER/OWNER]

By: _____
Name: _____
Its: _____

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

LIST OF EXHIBITS

Exhibit “A”: Property Legal Descriptions

Exhibit “B”: Pedestrian Walkway Legal Description and Depiction

Exhibit “C”: Pedestrian Walkway License Uses

Exhibit “D”: Change of Address Form

EXHIBIT "A"

Property Legal Description & Depiction

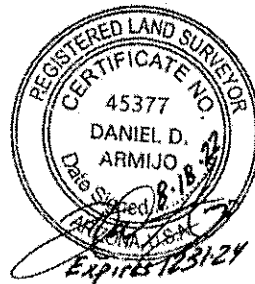
Lot 1 as shown on the final plat of Agave Residential, recorded in Book 1288, Page 33, Maricopa County Records, lying within a portion of the southeast quarter of Section 27, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

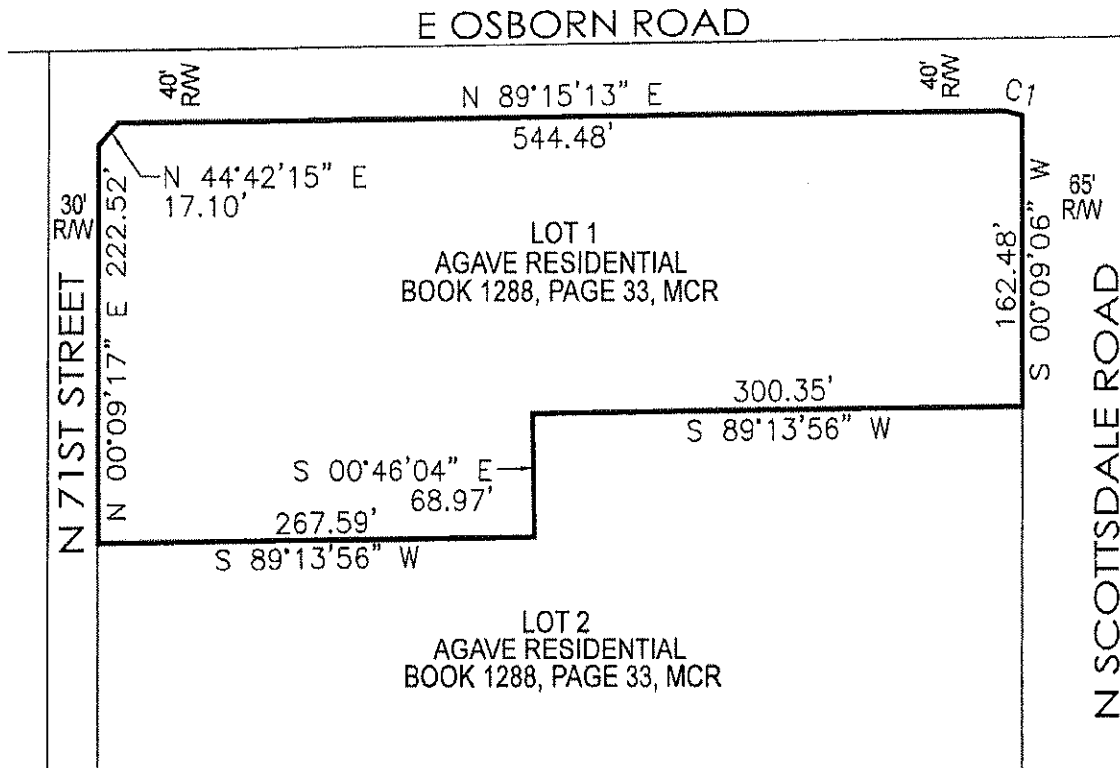
Containing 112,097 Square Feet or 2.57 Acres more or less.



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

August 18, 2022
AWLS #21-009





CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.00'	10.82'	30°58'59"	S 75°15'17" E	10.68'

EXHIBIT "B"

Pedestrian Walkway Legal Description and Depiction

A portion of Lot 1 as shown on the final plat of Agave Residential, recorded in Book 1288, Page 33, Maricopa County Records, lying within a portion of the southeast quarter of Section 27, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southwest corner of said Lot 1;

Thence along the easterly right-of-way line of N 71st Street, North 00°09'17" East, a distance of 15.00 feet;

Thence leaving said easterly right-of-way line, North 89°13'56" East, a distance of 221.35 feet;

Thence North 00°46'04" West, a distance of 51.40 feet;

Thence North 89°13'56" East, a distance of 31.00 feet;

Thence North 00°46'04" West, a distance of 17.57 feet;

Thence North 89°13'56" East, a distance of 315.59 feet, to the westerly right-of-way line of Scottsdale Road;

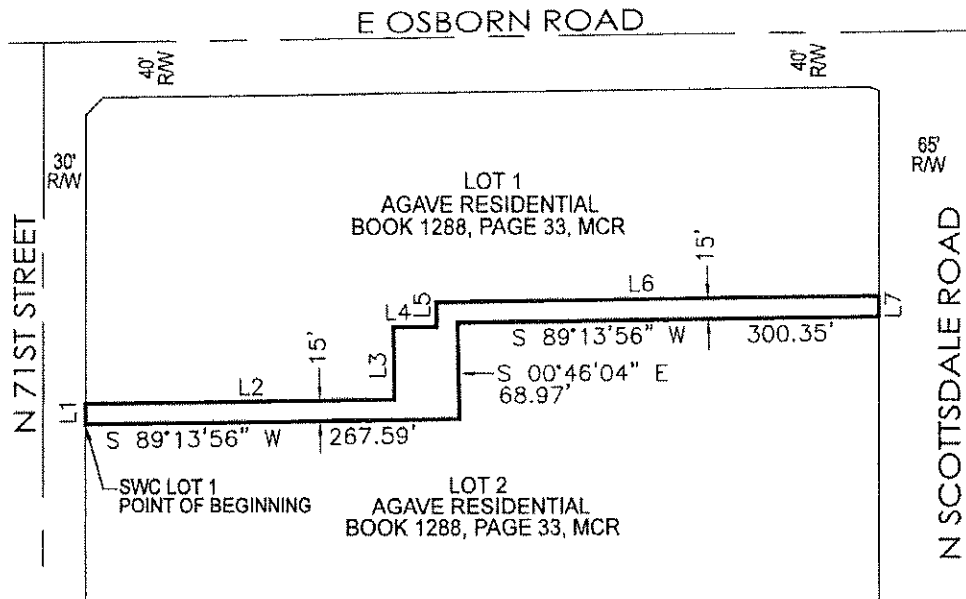
Thence along said westerly right-of-way line, South 00°09'06" West, a distance of 15.00 feet, to the southerly line of said Lot 1;

Thence along said southerly line, South 89°13'56" West, a distance of 300.35 feet;

Thence South 00°46'04" East, a distance of 68.97 feet;

Thence South 89°13'56" West, a distance of 267.59 feet, to the **Point of Beginning**.

Containing 11,147 Square Feet or 0.26 Acres more or less.



LINE	BEARING	DISTANCE
L1	N 00°09'17" E	15.00'
L2	N 89°13'56" E	221.35'
L3	N 00°46'04" W	51.40'
L4	N 89°13'56" E	31.00'
L5	N 00°46'04" W	17.57'
L6	N 89°13'56" E	315.59'
L7	S 00°09'06" W	15.00'

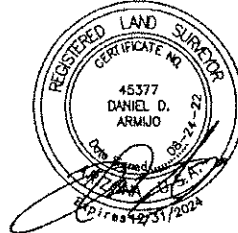


EXHIBIT “C”

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 immediately shall 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 Project 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 or 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.

EXHIBIT "D"

Change of Address Form

When Recorded Return To:

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

C.O.S. Contract No. 2022-137-COS
(The Osborne)
(Resolution No. 12580)

ADDRESS CHANGE FORM

The undersigned authorized party under that certain License Agreement between City of Scottsdale, an Arizona municipal corporation, ("City") and Aspirant Development, LLC, an Arizona limited liability company, City of Scottsdale Contract No. 2022-137-COS (the "License Agreement") recorded at document No. _____ of the public records of Maricopa County, Arizona hereby gives notice to the other party that all future notices (until a subsequent Address Change Form is recorded) under the License Agreement shall be given to the persons and addresses shown on the License Agreement and that such future notices need not be given to any other person or address, including any person or address specified in any prior Address Change Form. City shall be conclusively entitled to rely on this notice.

Dated: _____, 20__.

a _____

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

My Commission Expires:

Notary Public

Exhibit "B-2"

PEDESTIAN WALKWAY LICENSE AREA

A portion of Lot 1 as shown on the final plat of Agave Residential, recorded in Book 1288, Page 33, Maricopa County Records, lying within a portion of the southeast quarter of Section 27, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the southwest corner of said Lot 1;

Thence along the easterly right-of-way line of N 71st Street, North 00°09'17" East, a distance of 15.00 feet;

Thence leaving said easterly right-of-way line, North 89°13'56" East, a distance of 221.35 feet;

Thence North 00°46'04" West, a distance of 51.40 feet;

Thence North 89°13'56" East, a distance of 31.00 feet;

Thence North 00°46'04" West, a distance of 17.57 feet;

Thence North 89°13'56" East, a distance of 315.59 feet, to the westerly right-of-way line of Scottsdale Road;

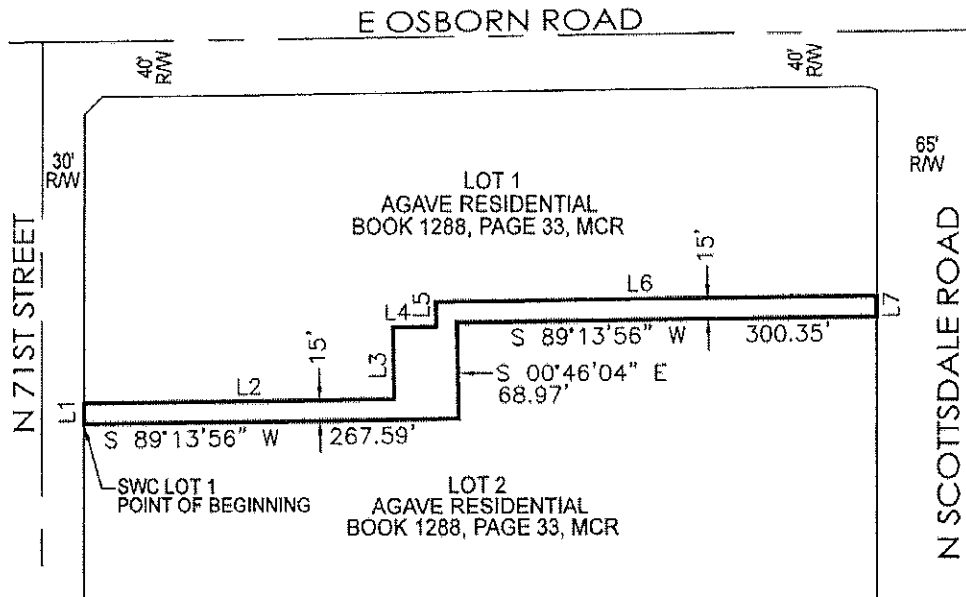
Thence along said westerly right-of-way line, South 00°09'06" West, a distance of 15.00 feet, to the southerly line of said Lot 1;

Thence along said southerly line, South 89°13'56" West, a distance of 300.35 feet;

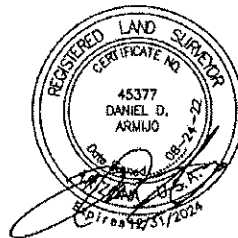
Thence South 00°46'04" East, a distance of 68.97 feet;

Thence South 89°13'56" West, a distance of 267.59 feet, to the **Point of Beginning**.

Containing 11,147 Square Feet or 0.26 Acres more or less.



LINE	BEARING	DISTANCE
L1	N 00°09'17" E	15.00'
L2	N 89°13'56" E	221.35'
L3	N 00°46'04" W	51.40'
L4	N 89°13'56" E	31.00'
L5	N 00°46'04" W	17.57'
L6	N 89°13'56" E	315.59'
L7	S 00°09'06" W	15.00'



AW LAND SURVEYING, LLC
PO BOX 2170

Exhibit "C"

STANDBY LETTER OF CREDIT

[Template – print final on bank safety paper]

**Irrevocable Non-Transferrable Standby Letter of Credit
(Construction)**

Date _____, 20__

Letter of Credit No.: _____

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

Dear Sir or Madam:

We hereby establish our clean, unconditional, Irrevocable Standby Letter of Credit in favor of the City of Scottsdale (hereinafter called "Beneficiary") at the request of _____, with a mailing address of _____ ("Applicant") in the initial aggregate amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) to draw at sight an TBD Bank ("Issuer").

We will honor and immediately pay to you each draft presented to us in compliance with the terms of this Letter of Credit. Drafts shall be in substantially the form attached hereto as **Schedule 1**, as signed by an authorized signer of Beneficiary. Partial draws are permitted. Each draft must be accompanied by a copy of this Letter of Credit (and any amendments thereto). Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. We hereby agree with Beneficiary that drafts and documents as specified above will be duly honored upon presentation to Issuer, attn: Standby Letters of Credit Address, if presented on or before the fifth anniversary date of the issuance of this Letter of Credit (unless entered as set forth below).

Disbursements under the Letter of Credit shall be in accordance with the following terms and conditions:

1. The amount that may be drawn by the Beneficiary under this Letter of Credit automatically shall be reduced without amendment by the amount of any drawings hereunder.
2. All commissions and charges will be borne by the Applicant.
3. This Letter of Credit may not be transferred or assigned by the Issuer.
4. This letter of Credit is irrevocable.

Exhibit "C"

Page 1 of 4

Contract No. 2022-137-COS

If we fail to honor any draft, we will inform you (and your counsel) of the particular reason by telephone and in writing no later than 1:00 p.m. Arizona time on the first business day following presentation of the draft. Drafts may be presented by any of the following means:

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

_____, Maricopa County, Arizona.

Except as expressly set forth herein, this Letter of Credit may not be amended, changed, or modified without the express written consent of the Beneficiary and the Issuer. This Letter of Credit is valid until the fifth annual anniversary of its issuance and thereafter automatically shall be renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to the expiration date we notify Beneficiary in writing, by either registered or certified mail, that Issuer elects not to renew the Letter of Credit for such additional period. If Issuer does so notify Beneficiary, then, any then unused portion of the Letter of Credit shall be available upon Beneficiary presenting to Issuer Beneficiary's draft on or before the then current expiration date.

Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary or an authorized agent of the Beneficiary shall have signed a written waiver. No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

Pursuant to U.S. Law, Issuer is required to obtain, verify, and record information that identifies parties to the transaction and Issuer is prohibited from issuing, transferring, accepting, or effecting payment to any party or entity identified by the U.S. Department of Treasury including any office and bureau thereof or subject to the denial of export privileges by the U.S. Department of Commerce.

Issuer hereby certifies that Issuer is a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented. Issuer further certifies that Issuer is a member of the New York Clearing House Association and has a net worth of not less than \$1 billion.

This Letter of Credit is subject to the most recent edition as of the date of this Letter of Credit of the International Standby Practices [ISP98] published by the International Chamber of Commerce, Publication 590, or any subsequent revision thereto. This letter of Credit shall otherwise be governed by Arizona law. In the event of a conflict between the ISP98 and Arizona law, the ISP98 shall apply. This Letter of Credit is not assignable.

_____ [bank name] _____, a _____

By [bank officer's signature] _____

[bank officer's name printed] _____

Its [bank officer's title] _____

Phone: [bank officer's phone number] _____

Email: [bank officer's email address] _____

Form of Draft on Letter of Credit

To: _____

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

Date: _____, 20_____

Ladies and Gentlemen:

Pursuant to your Letter of Credit No. _____, the City of Scottsdale hereby demands immediate cash payment in the amount of _____ (\$_____). The City of Scottsdale is drawing under the Letter of Credit because the Applicant under the Letter of Credit has not performed per the Development Agreement between the Applicant and the City of Scottsdale under which the Letter of Credit has issued.

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

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

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

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

Thank you.

City Treasurer, City of Scottsdale

Exhibit "D"

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, _____ ("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 5.8 of the Development
Agreement between Developer and the City.

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

Exhibit "E"

CHANGE OF ADDRESS FORM

When Recorded Return To:

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

C.O.S. Contract No. 2022-137-COS
(The Osborn)
(Resolution No. 12580)

ADDRESS CHANGE FORM

The undersigned authorized party under that certain Development Agreement between City of Scottsdale, an Arizona municipal corporation, ("City") and Aspirant Development, LLC, an Arizona limited liability company, ("Developer") City of Scottsdale Contract No. 2022-137-COS (the "Development Agreement") recorded at document No. _____ of the public records of Maricopa County, Arizona hereby gives notice that all future notices (until a subsequent Address Change Form is recorded) under the Development Agreement shall be given to the persons and addresses shown on the Development Agreement and that such future notices need not be given to any other person or address, including any person or address specified in any prior Address Change Form. City and Developer each shall be conclusively entitled to rely on this notice.

Dated: _____, 20____.

_____,
a _____

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

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

My Commission Expires:

Notary Public

RESOLUTION NO. 12570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A CONDITIONAL USE PERMIT FOR A "RESIDENTIAL HEALTH CARE FACILITY" USE ON A +/- 3.59-ACRE SITE, WITH DOWNTOWN/DOWNTOWN MULTIPLE USE TYPE-2 PLANNED BLOCK DEVELOPMENT DOWNTOWN OVERLAY (D/DMU-2 PBD DO) ZONING, LOCATED AT 3380 N SCOTTSDALE ROAD.

WHEREAS, the Planning Commission held a public hearing on August 24, 2022, and

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

Section 1. That the City Council finds and approves:

- a) that the granting of this conditional use permit per stipulations set forth on Exhibit 2 will not be materially detrimental to the public health, safety or welfare based on, but not limited to, the following factors: damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination and impact on surrounding areas resulting from an unusual volume or character of traffic; and
- b) that the characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas.
- c) That the additional zoning requirements necessary for a residential healthcare facility use, set forth on Exhibit 3 have been met.

Section 2. That a description of the conditional use permit is set forth in Case No. 17-UP-2021. The property that is subject to the conditional use permit is shown on Exhibit 1 and the conditional use permit approval is conditioned upon compliance with all of the stipulations that are set forth in Exhibits 2 and 3. All exhibits are incorporated herein by reference.

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

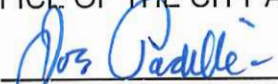
ATTEST:

CITY OF SCOTTSDALE, an Arizona
municipal corporation

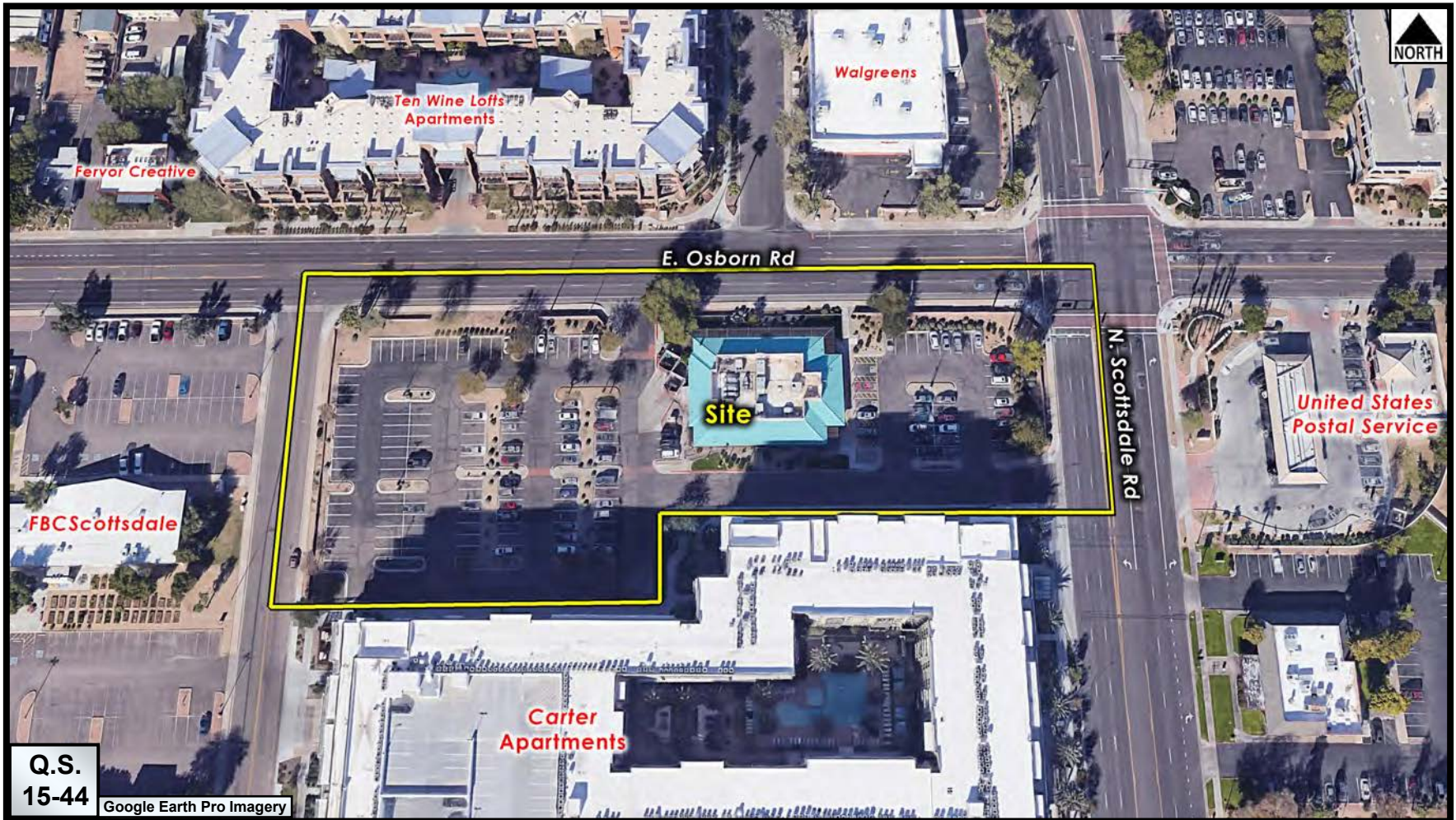
By: _____
Ben Lane
City Clerk

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

Attachment #6



Close-up Aerial

1-ZN-2014#2

**Stipulations for the Conditional Use Permit
For a Residential Healthcare Facility
The Osborn Residential Health Care Facility
Case Number: 17-UP-2021**

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

SITE DESIGN

1. CONFORMANCE TO CONCEPTUAL SITE PLAN. Development shall conform with the conceptual site plan provided by The Empire Group, with the city staff date of 5/4/2022, and attached as Exhibit A to Exhibit 2. Any proposed significant change to the conceptual site plan as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.
2. CONFORMANCE TO FLOOR PLAN. The interior layout of the premises shall be in substantial conformance with the floor plans provided by The Empire Group, with a city staff date of 2/28/2022, and attached as Exhibit B to Exhibit 2. Any proposed significant changes to the floor plan, as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.
3. MAXIMUM DWELLING UNITS/MAXIMUM DENSITY. Maximum density for a residential healthcare facility on the site shall be 115 specialized care beds and 132 minimal care units. The ratio of specialized care beds to minimal care units may be adjusted, however, the percentage of specialized care beds shall not be less than 35% of the total. Any increase in total beds or units shall be subject to Planning Commission and City Council approval as an amendment to this zoning case.
4. BUILDING HEIGHT LIMITATIONS. The proposed building shall not exceed 74 feet in height inclusive of rooftop appurtenances, as further detailed in the Development Plan and stipulations for case 1-ZN-2014#2.



SCALE: 1" = 30'-0"



SCALE: 1" = 30'-0"

07 45' X 12' LOADING AREA
08 13' X 15' LOADING AREA

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel 6025234300
Fax 6025234349

4806 N 72nd Place
Scottsdale
AZ 85251
United States

Tel 480.206.4563

11/19/2021	Site Plan Submittal
02/23/2022	Site Plan Re-submittal
05/03/2022	Site Plan Re-submittal

VEHICULAR PARKING REQUIRED

ASSISTED LIVING INDEPENDENT LIVING RESTAURANT	0.76 PER UNIT 1.25 PER UNIT
ASSISTED LIVING - MEMORY CARE INDEPENDENT LIVING RESTAURANT	7.74 (15 UNITS) + 16 SPACES 1.25 (132) + 165 SPACES (1 PER 300 FOR 9622 SF OF RESTAURANT) + 131 SPACES
PARKING REQUIRED	= 279 SPACES
PARKING PROVIDED	338 SPACES
LOWER LEVEL 01 LEVEL 01	222 SPACES 116 SPACES
PARKING PROVIDED	338 SPACES
ACCESSIBLE PARKING PROVIDED	13 SPACES (THOSE ARE INCLUDED IN TOTAL COUNT NOTED ABOVE)
BICYCLE PARKING	
REQUIRED = 1 PER 10 VEHICULAR PARKING PER 38 VEHICULAR PARKING REQUIRED = (338 x 2) / 10 = 68 REQUIRED (0 PROVIDED)	

1. *Journal of the American Medical Association*, 1997; 277: 1033-1037.

1-ZN-2014#2 &
17-UP-2021
2/28//2022

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name	Project Manager	Project Status	Project Start Date	Project End Date	Project Budget	Project Description
Project A	John Doe	Completed	2023-01-01	2023-03-31	\$100,000	Website Redesign
Project B	Jane Smith	In Progress	2023-04-01	2023-06-30	\$200,000	Mobile App Development
Project C	Mike Johnson	On Hold	2023-07-01	2023-09-30	\$150,000	Cloud Migration
Project D	Sarah Brown	Planned	2023-10-01	2023-12-31	\$75,000	Marketing Campaign

The Osborn

Project Number

57.8211.000

Description

PARKING PLAN

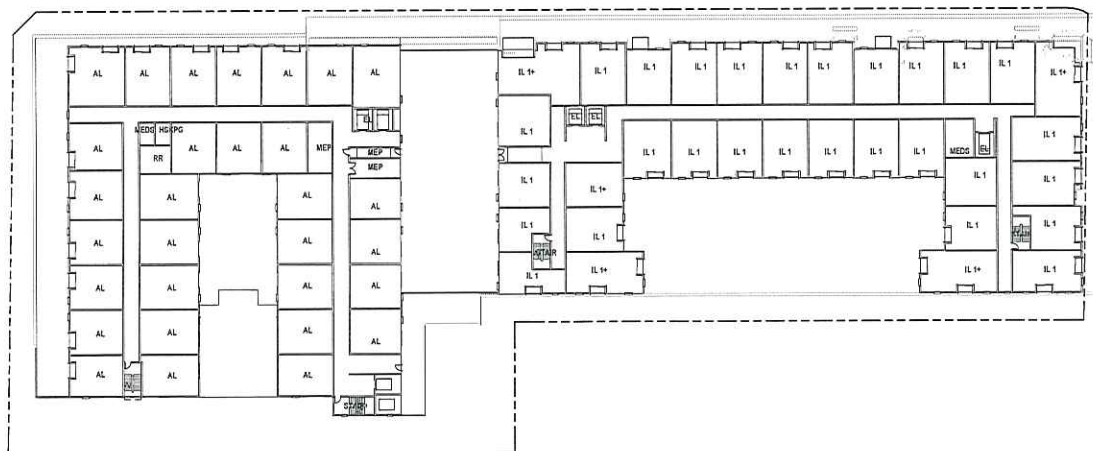
Scale:

As indicated

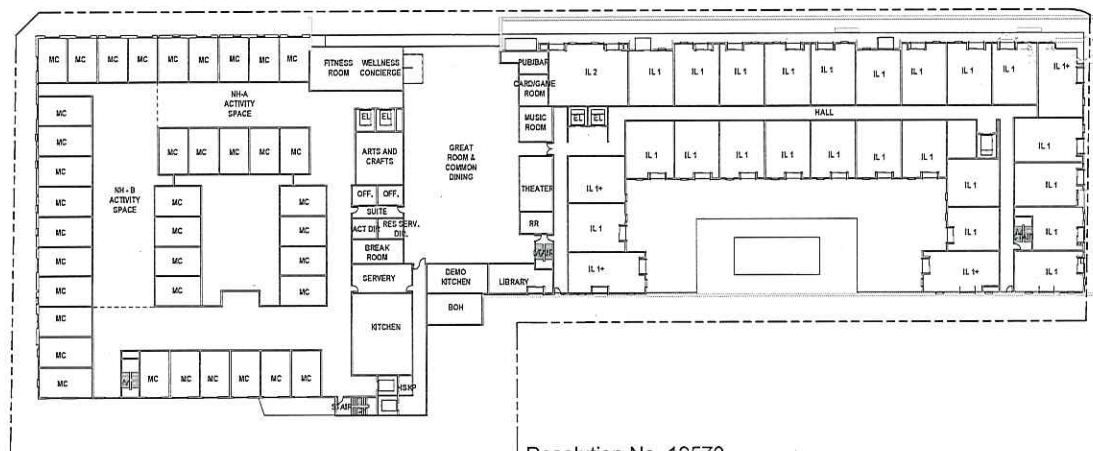
21.S

© 2021 Gensler

2/28/2022 12:52 PM I:\1500\1500\1500-Scottsdale - Osborn\1500-Scottsdale R2.dwg



2 FLOOR PLAN - LEVEL 03
SCALE: 1" = 30'-0"



Resolution No. 12570
Exhibit B to Exhibit 2
Page 2 of 5

1 FLOOR PLAN - LEVEL 02
SCALE: 1" = 30'-0"

SHEET NOTES

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information
Tel: (602) 244-0001
Fax: (602) 244-0400

SYDNOR

4005 N 78th Place
Scottsdale
AZ 85251
United States
Tel: 480.298.4000

Date	Description
1/19/2021	Site Plan Submittal
02/28/2022	Site Plan Re-submittal

GENERAL NOTES

Seal / Signature

**NOT FOR
CONSTRUCTION**

Project Name
The Osborn

Project Number
57.8211.000

Description
FLOOR PLAN - LEVEL 02-LEVEL 03

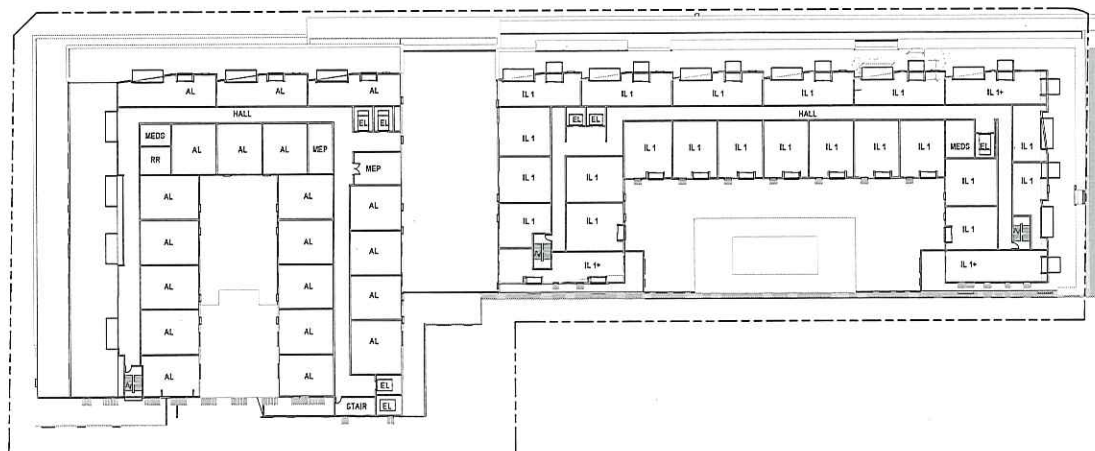
KEY PLAN

1-ZN-2014#2 &
17-UP-2021
2/28//2022

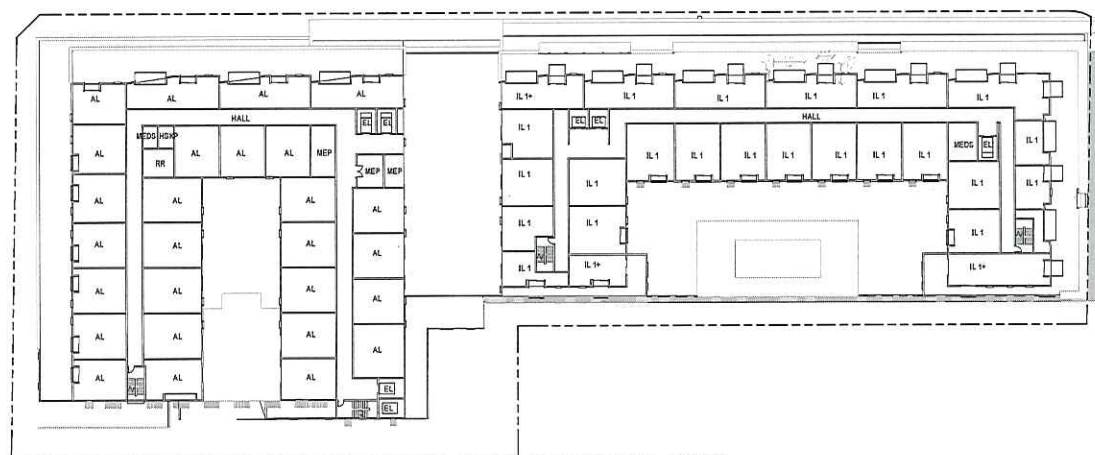
Scale
1" = 30'-0"

21.Y_02

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2 FLOOR PLAN - LEVEL 05
SCALE: 1" = 30'-0"

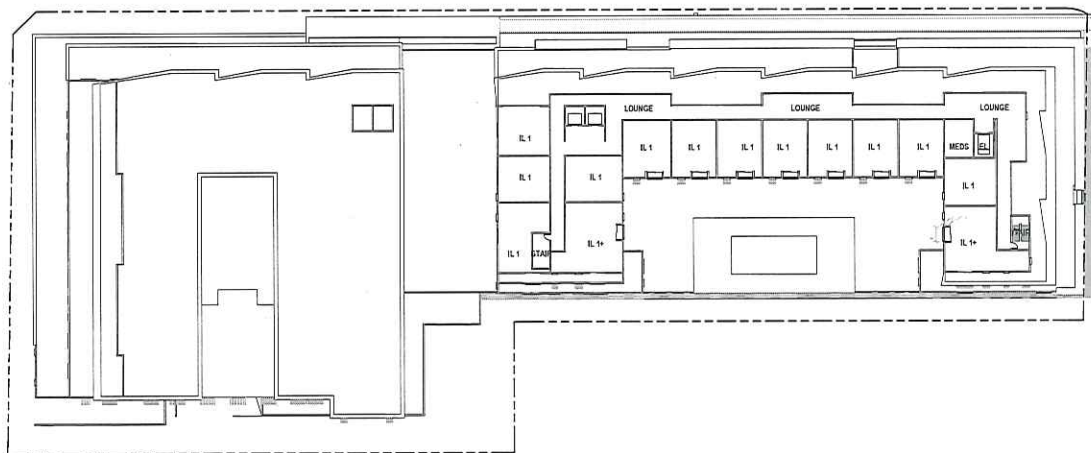


1 FLOOR PLAN - LEVEL 04
SCALE: 1" = 30'-0"

Resolution No. 12570
Exhibit B to Exhibit 2
Page 3 of 5

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Resolution No. 12570
Exhibit B to Exhibit 2
Page 4 of 5



1 FLOOR PLAN - LEVEL 6
SCALE: 1" = 30'-0"

SHEET NOTES

EMPIRE GROUP
6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel: 602.224.0000
Fax: 602.224.0940

SYDNOR

4805 N 76th Place
Scottsdale
AZ 85251
United States

Tel: 480.208.4500

△ Date	Description
11/15/2021	Site Plan Submittal
05/23/2022	Site Plan Re-submittal

Seal / Signature

**NOT FOR
CONSTRUCTION**

COS STAMP

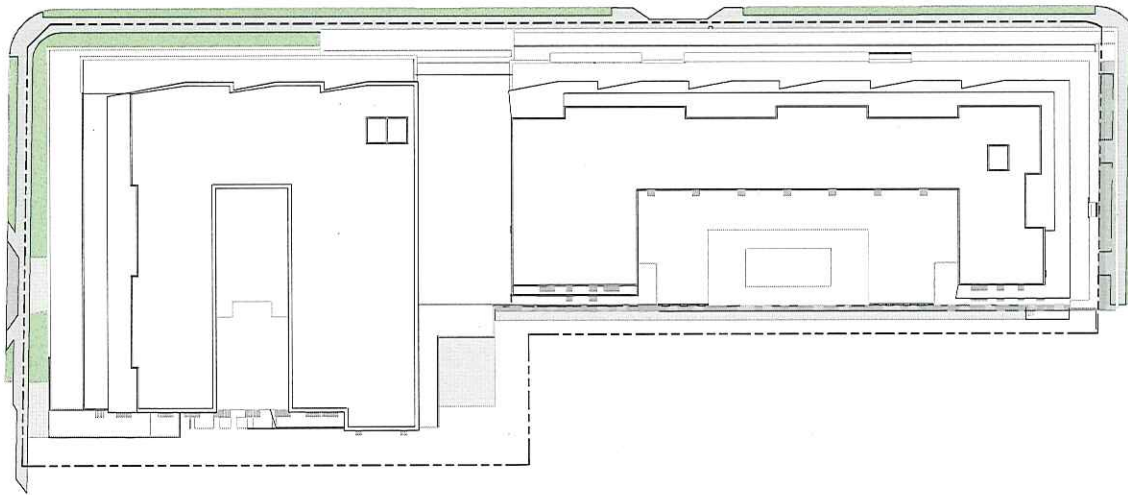
Project Name
The Osborn
Project Number
57.8211.000
Description
FLOOR PLAN - LEVEL 06

Scale
1" = 30'-0"

1-ZN-2014#2 &
17-UP-2021
2/28//2022

21.Y_04

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1 ROOF PLAN

SCALE: 1" = 32'-0"

ROOF AREA:

I.L. UPPER ROOF AREA = 16,662 SF
A.L. UPPER ROOF AREA = 20,478 SF

Resolution No. 12570
Exhibit B to Exhibit 2
Page 5 of 5

SHEET NOTES

EMPIRE GROUP

6617 N Scottsdale Road, Suite 101
Scottsdale, AZ 85250

Gensler

2575 E Camelback Road
Suite 175
Phoenix, AZ 85016
United States
Office Information

Tel: 602.224.6000
Fax: 602.224.6040

SYDNOR

4025 N 78th Place
Scottsdale
AZ 85251
United States

Tel: 480.295.4593

△ Date	Description
11/18/2021	Site Plan Submittal
02/23/2022	Site Plan Re-submittal

Seal / Signature

**NOT FOR
CONSTRUCTION**

COS STAMP

Project Name
The Osborn

Project Number
57.8211.000

Description
FLOOR PLAN - ROOF

Scale
As indicated

**1-ZN-2014#2 &
17-UP-2021
2/28//2022**

21.AA

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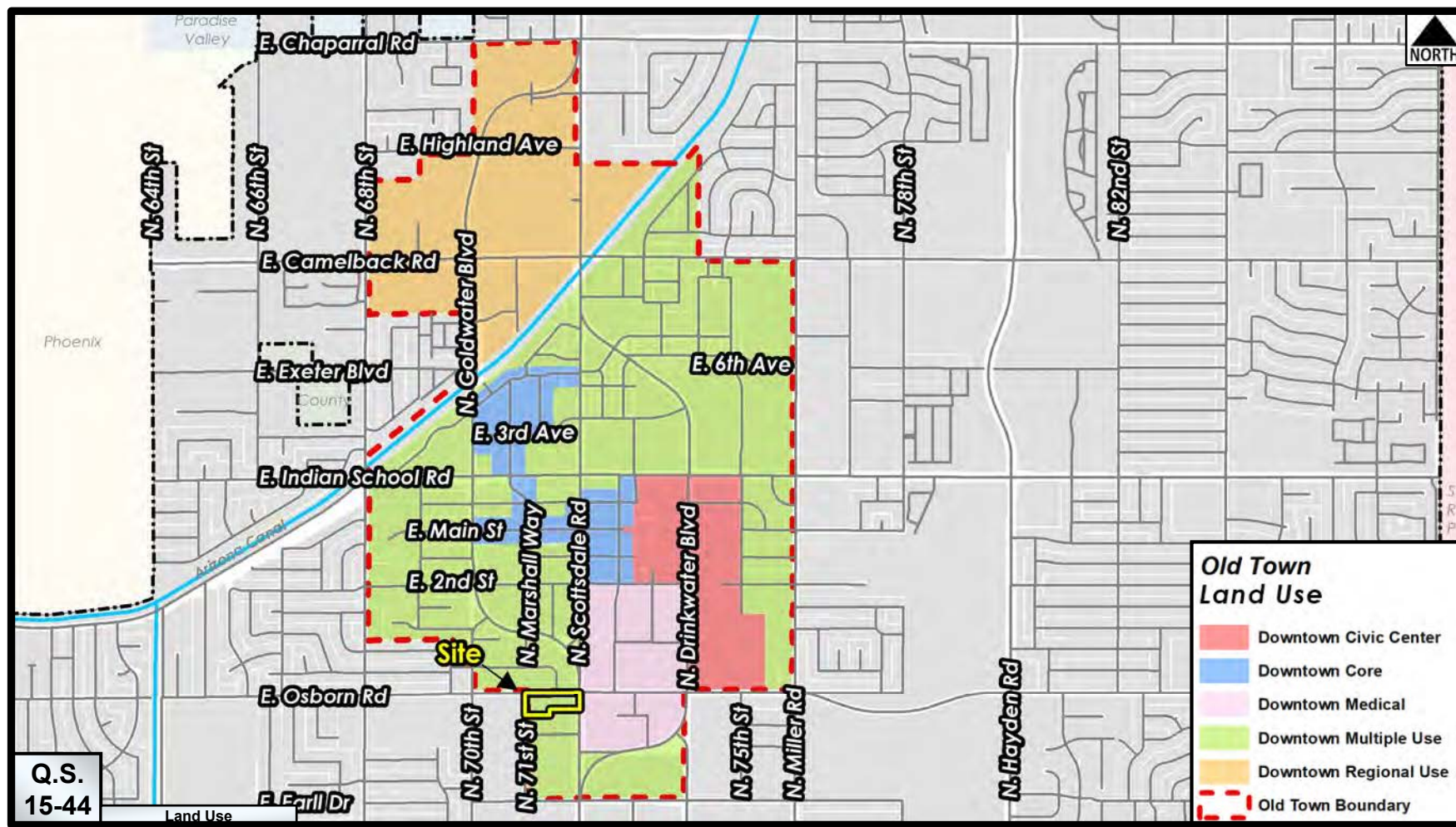
Additional Zoning Criteria

1. Specialized residential healthcare facilities, with the Downtown District zoning.
 - a. The number of beds shall not exceed one hundred (100) per acre of gross lot area.
2. Minimal residential healthcare facilities, with Downtown District zoning.
 - a. Minimum gross lot area: one (1) acre.
 - b. The number of dwelling units shall not exceed fifty (50) dwelling units per acre of gross lot area.



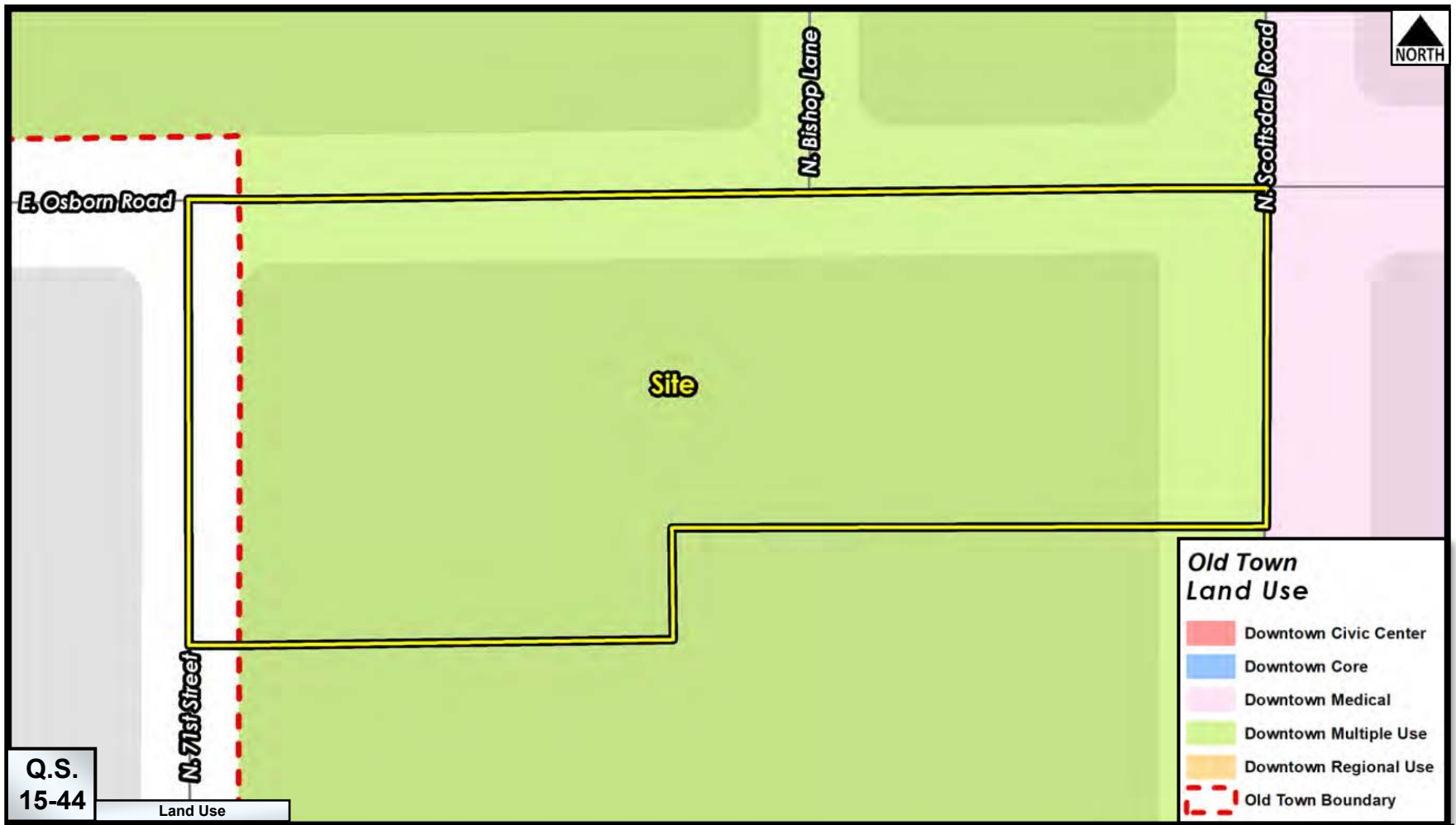
General Plan Land Use (Old Town)

1-ZN-2014#2



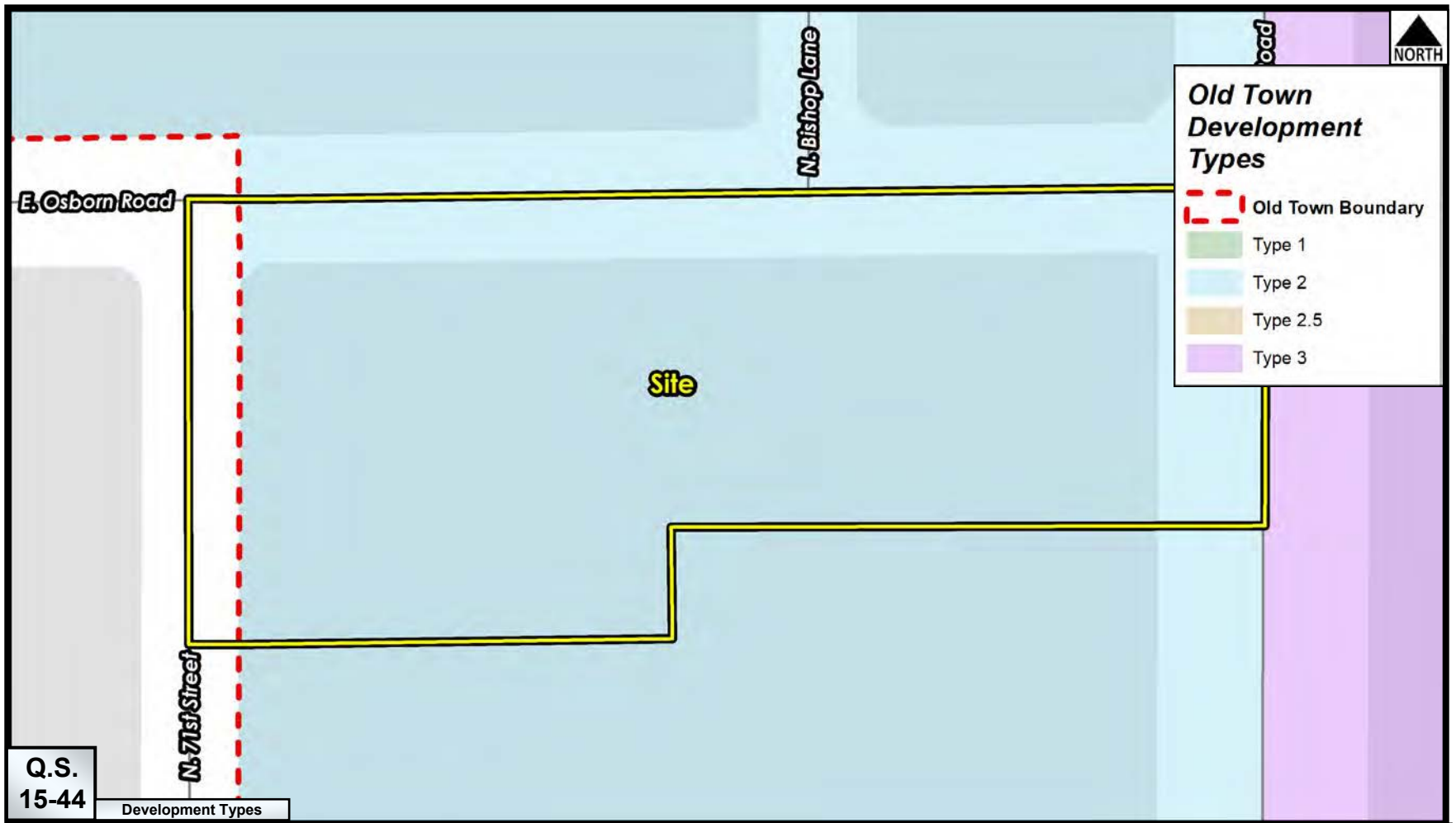
Old Town Land Use

1-ZN-2014#2



Old Town Land Use (Zoomed)

1-ZN-2014#2



Old Town Development Types (Zoomed)

1-ZN-2014#2

Development Review Board

PLANNED BLOCK DEVELOPMENT OVERLAY CRITERIA ANALYSIS

In accordance with Section 6.1304.A. of the Zoning Ordinance, before the first Planning Commission hearing on a Planned Block Development Overlay (PBD) district zoning district map amendment application, the Development Review Board shall make a recommendation to the Planning Commission, regarding the proposed Development Plan (Attachment #3), based on the following criteria for development in a Type 2 Area of the Old Town Area:

1. The Development Plan shall reflect the goals and policies of the Character & Design chapter of the Downtown Plan.

GOAL CD 1: Strengthen and enhance Old Town district character with contextually compatible development.

Staff Analysis:

- The design character of the context area is comprised of a mix of small-scale and medium-scale developments that have developed over the past 50 years and has been evolving to a more contemporary design with recent developments. The proposed building form is comprised of a variety of vertical and horizontal building mass forms that would further introduce a new contemporary urban character in the area.

The Old Town Scottsdale Character Area Plan (OTP) places importance on the character created by new building design, and how it may address adjacent development and still be architecturally interesting (Character & Design Chapter, Goals CD1 and CD 9). The proposed development responds to the downtown urban environment and contextual design area by placing the building near N. Scottsdale Road and E. Osborn Road, and incorporating building forms that are distinctive, complementary, and assist in establishing urban character that respects and contributes to the existing and evolving contextual area, and the Sonoran Desert (OTP Policies CD 1.1, 1.2, and 1.4). Furthermore, the building scale, architectural features, window location, activated ground level space, and balconies assist in incorporating a human scale and a pedestrian-oriented character that accomplishes contextual compatibility and allows smooth design relationships within the established urban form, and the adjacent developments (OTP Policies CD 1.5, and 1.8).

GOAL CD 2: Development should sensitively transition in scale, height, and intensity at the Old Town boundary and between different development types.

Staff Analysis:

- The proposed development is in a Type-2 area, bordering the Old Town boundary to the west and other Type-2 on the other three sides. Type-2 development may allow up to 90 feet of building height and a GFAR of 3.0. However, the proposed development plan limits the height to 74 feet and GFAR to 1.4, allowing this development to transition from the Old Town boundary and into the other Type-2 areas to the north, east, and south. With heights ranging from 55 feet to 74 feet, the scale and massing of the building has been designed to comply with the setback and stepback requirements of the Downtown District and PBD, without modification. The taller portions of the building, and location of the requested bonus height, are on the east side of the site, more than 280 feet away from the Old Town boundary.

GOAL CD 3: Old Town development should respect and respond to the unique climate and context of the southwestern Sonoran Desert.

Staff Analysis:

- The portions of the proposed development that allow for private outdoor living spaces incorporate patios and balconies for residents that provide outdoor pedestrian comfort areas. In addition, most of the patios are recessed, and projecting overhangs allow for shading to enhance the outdoor pedestrian comfort. Inset and offset windows and building projections are incorporated to provide a variety of shade elements. The macro design elements of the buildings assist in addressing the policies of Goal CD 3; however, the finite design elements, such as landscaping, additional shade variety, and site design elements will be addressed with the Development Review Board application for the proposed development.

GOAL CD 4: Create a dynamic and connected walkable downtown through urban and architectural design.

Staff Analysis:

- The proposed development plan maintains the existing pedestrian circulation adjacent to E. Osborn Road, N. Scottsdale Road, and E. 71st Street and proposes to enhance these connections with new wider (8 feet) sidewalks with landscaping and shading. In addition, the existing pedestrian paseo that borders the north side of the Carter development, and adjacent to the south side of the subject site, will be expanded and enhanced with landscaping, specialty hardscaping, and amenities such as benches, tables, artwork, and accessible open space. These pedestrian connections around the site will continue to provide seamless interaction with the existing range of Old Town entertainment, museums, and restaurants.

GOAL CD 5: Establish an inviting and interconnected downtown public realm and open space network that is useful, safe, interesting, walkable, and comfortable to all.

Staff Analysis:

- The proposed development incorporates new sidewalk improvements as well as trees and shrubs, that will create shade and a comfortable microclimate for the pedestrian. The existing pedestrian paseo that borders the north side of the Carter development will be expanded and enhanced with landscaping, specialty hardscaping, and amenities such as benches, tables, artwork, and accessible open space. These improvements will enrich the pedestrian experience on the streets and encourage the use of the sidewalks to get from one destination to the next.

GOAL CD 6: Create safe, comfortable, and interesting street spaces.

Staff Analysis:

- The proposed development incorporates new sidewalk improvements as well as trees and shrubs, that will create shade and a comfortable microclimate for the pedestrian. Sidewalks will be separated from the curb where possible to provide a buffer between the pedestrian and the street. The proposed commercial floor area at the northeast corner of the development will activate the ground level pedestrian space. Improvements such as covered walkways, buffered sidewalks, and dense landscaping will enrich the pedestrian experience on the streets and encourage the use of the sidewalks to get from one destination to the next. The proposed plant materials palette complements the evolving character of the urban

built environment surrounding the site. The public art components that will be integrated with the site will provide interest and draw the public around the site.

GOAL CD 7: Incorporate a regional landscape palette that complements the downtown urban character.

Staff Analysis:

- The landscape palette will complement the existing urban context by integrating desert-lush vegetation that provides an abundance of shade, color, texture and form while providing a setting for the proposed buildings. Mature desert landscaping and materials will enhance the pedestrian experience and soften the vertical and horizontal surfaces by incorporating natural shading elements. These elements help to delineate pathways, providing a unique blend of texture and filtered light to soften the outdoor space. The landscape character will incorporate trees and shrubs that will flourish in their unique urban environment while complementing the architecture and responding to specific microclimatic conditions. In review of the Development Plan, the applicant provides a specific, cohesive plant palette for use in streetscaping, pedestrian spaces, and other open space areas. As part of the subsequent Development Review Board application, the final design will demonstrate compliance with the Old Town Scottsdale Urban Design and Architectural Guidelines (OTUDAG), which will assist in promoting a regionally-supportive landscape theme.

GOAL CD 8: Integrally design lighting into the built environment.

Staff Analysis:

- The proposed illumination levels are anticipated to comply with the Design Standards & Policies Manual for the Downtown Area, which should achieve illuminating public and private spaces, and building accents (OTP Policy CD 7.1). A comprehensive exterior lighting plan will be provided with a future Development Review Board application.

GOAL CD 9: Implement high quality architecture and urban design in Old Town.

Staff Analysis:

- The development will promote the Scottsdale Sensitive Design Principles and comply with the applicable Old Town Scottsdale Urban Design & Architectural Guidelines. Taking cues from modern architectural design, indigenous building materials, and native landscaping materials that were approved with more recent developments, the development will provide a pedestrian-oriented urban environment with a modern, contemporary vibe. Complementary textures, colors and plant varieties will create strong aesthetic connections between existing and newly constructed developments while still maintaining a unique and identifiable character.

GOAL CD 10: Incorporate sustainable building practices in Old Town development.

Staff Analysis:

- Sustainable strategies and building techniques, which minimize environmental impact and reduce energy consumption, will be emphasized. The developer intends to incorporate sustainable design elements into the building design and plans to develop in accordance with green building standards where feasible. At a minimum, the project will comply with the International Green Construction Code (IGCC) as required by the PBD district. Providing an infill redevelopment project with a mixed-use program speaks directly to sustainability.

Building orientation considerations and passive solar response (shaded and recessed glazing) have been incorporated with site and building design given the Sonoran Desert climate.

GOAL CD 11: Infrastructure design should positively contribute to Old Town identity.

Staff Analysis:

- Infrastructure improvements will be unified within the Old Town context, improving the current condition and pedestrian experience in the area. Above ground mechanical equipment will be located within below-grade vaults (OTP Policy 11.3), where feasible, and properly screened through the use of decorative walls and/or landscaping when needed (OTUDAG Guideline 9). Refuse/ recycling services and loading areas will be screened from public street view as to minimize their negative aesthetic, odor and circulation impacts. Recycling and waste reduction techniques will be emphasized within the residential buildings, as well as for the supporting uses.
2. The site development standards and building form shall be in conformance with the Downtown Plan Urban Design & Architectural Guidelines.

Staff Analysis:

- The proposed building is broken into two main masses with 5-stories on the west side of the property (71st Street) and 6-stories on the east (Scottsdale Road). The building height steps away from the west to east accommodating the required building setback requirements adjacent to the Downtown Boundary. The development complies with all required building setback and stepback requirements as approved with the previous development plan (1-ZN-2014). The request includes an increase in building height from 66 feet to 74 feet by utilizing the bonus provisions of the Planned Block Development District. Other than the increase in building height there are not any amendments proposed to the existing development standards.

The building design provides variation, movement, various textures and hierarchy of massing to create visual interest and varied proportions. The buildings have a strong base to firmly anchor the building to the ground plane. Depending on the orientation, building stepbacks are implemented at the 2nd, 4th, 5th and 6th floor levels to further break up the massing. Recessed balconies are provided in some areas, with projecting balconies in others, that modulate the building form and reduce the scale of the exterior walls throughout the project.

The pedestrian environment will be enhanced through the expansion of an existing pedestrian paseo on the south side of the subject site, widened sidewalks that are buffered from the street, and covered walkways.

3. The Development Plan shall incorporate standards for development within 350 feet of the Downtown Boundary that address appropriate transitions in building heights between the proposed development and the zoning districts abutting or adjacent to the development.

Staff Analysis:

- The proposed development is in a Type-2 area, bordering the Old Town boundary to the west. Type-2 development may allow up to 90 feet of building height and a GFAR of 3.0. However, the proposed development plan limits the height to 74 feet and GFAR to 1.4, allowing this development to transition from the Old Town boundary and into the other Type-2 areas to the north, east, and south. With heights ranging from 55 feet to 74 feet, the scale and massing of the building has been designed to comply with the setback and stepback requirements of

the Downtown district and PBD, without modification. The taller portions of the building, and location of the requested bonus height, are on the east side of the site, more than 280 feet away from the Old Town boundary.

4. The Development Plan shall incorporate standards for development in the Downtown Regional Use - Type 2 or Downtown Medical - Type 2 Areas, and within 100 feet of the Downtown Multiple Use - Type 2 or Downtown Civic Center - Type 2 Areas, that address appropriate transitions in building heights between the proposed development and the Downtown Multiple Use - Type 2 or Downtown Civic Center - Type 2 Areas.

Staff Analysis:

- The development is not within the Downtown Regional Use - Type 2 or Downtown Medical - Type 2 Areas.
5. The Development Plan for development within 100 feet of a Type 1 Area shall incorporate standards that address appropriate landscape materials and transitions in building heights between the proposed development and the Type 1 Area.

Staff Analysis:

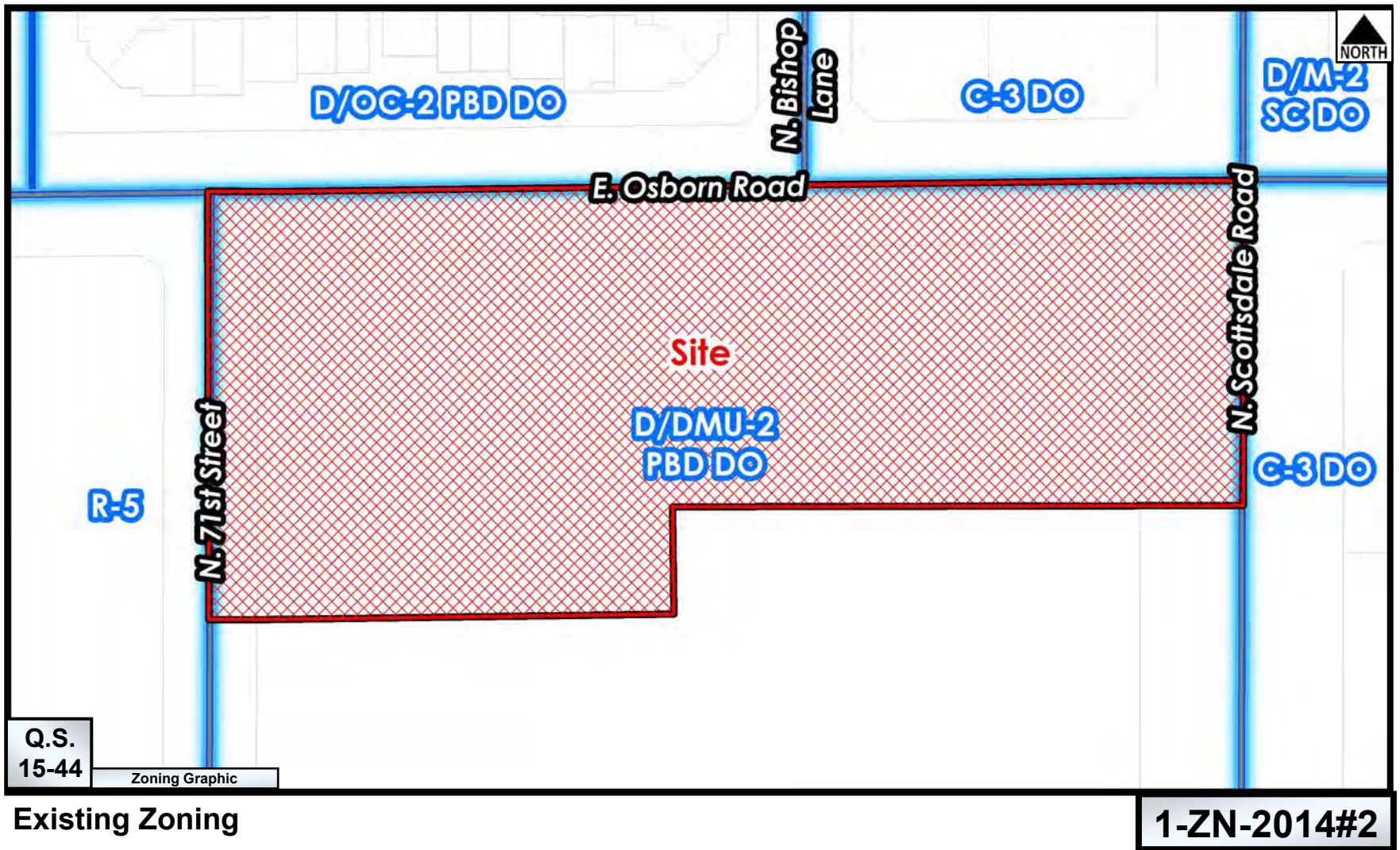
- The Property is not within 100 feet of a Type-1 Area.
6. The Development Plan shall incorporate standards for development adjacent to public streets that include sidewalks, pedestrian linkages, building forms, and architectural features, that address human scale and pedestrian orientation.

Staff Analysis:

- The proposed design of the building incorporates a variety of building forms and architectural features. The variety of building heights, overhangs, windows, patios, balconies, materials, and the building massing assist in providing definition to the building that contributes to providing human scale and a pedestrian oriented active street frontage. Active street frontages with covered walkways are provided along N. Scottsdale Road and E. Osborn Road, with access to the commercial space that is planned to be a restaurant. The existing pedestrian paseo that borders the north side of the Carter development will be expanded and enhanced with landscaping, specialty hardscaping, and amenities such as benches, tables, artwork, and publicly accessible open space.
7. The pedestrian circulation shall be accessible and easy to navigate and incorporate open space and pedestrian linkages to the public pedestrian circulation network.

Staff Analysis:

- In conformance with the Old Town Scottsdale Character Area Plan, the existing network of pedestrian linkages will be celebrated and enhanced with the proposed development. As previously stated, the proposed development plan maintains the existing pedestrian circulation adjacent to E. Osborn Road, N. Scottsdale Road, and E. 71st Street and proposes to enhance these connections with new wider (8 feet) sidewalks with landscaping and shading. In addition, the existing pedestrian paseo that borders the north side of the Carter development will be expanded and enhanced with landscaping, specialty hardscaping, and amenities such as benches, tables, artwork, and accessible open space. These pedestrian connections around the site will continue to provide seamless interaction with the existing range of Old Town entertainment, museums, and restaurants.



TRAFFIC IMPACT ANALYSIS SUMMARY
Scottsdale and Osborn Senior Living
SWC Scottsdale Road & Osborn Road
1-ZN-2014 #2

Summary Prepared by P Murphy, COS Traffic Engineering
Traffic Impact Study Prepared by Jamie Ann K. Blakeman, PE, Lokahi
Traffic Impact Study Status: ACCEPTED with comment

Existing Conditions:

Site Location –

Existing Development – Site is currently developed with an Olive Garden restaurant,
zoned D/DMU-2 PBD DO

Street Classifications –

- Scottsdale Road is classified as a Major Collector
- Osborn Road is classified as a Major Collector.

Existing Street Conditions –

- The Scottsdale Road and Osborn Road intersection is signalized. Eastbound and westbound traffic make use of a dedicated left-turn lane, a through lane, and shared through/right-turn lane. The northbound approach offers a dedicated left-turn lane, two through lanes, and an exclusive right-turn lane. Southbound vehicles utilize a dedicated left-turn lane, two through lanes, and a shared through/right-turn lane.
- The intersection of 71st Street and Osborn Road is an un-signalized T intersection.
- Osborn Road has two lanes in each direction of travel separated by a two-way, center left-turn lane.
- 71st Street is a two-lane local roadway, extending from Osborn to Earll.

Existing Volumes –

- There are 31,200 daily vehicles on Scottsdale Road, south of Osborn (V/C 0.65)
- There are 21,900 daily vehicles on Scottsdale Road, north of Osborn (V/C 0.68)
- There are 6,600 daily vehicles on Osborn Road, west of Scottsdale (V/C 0.44)

Existing Speed Limits –

- Scottsdale Road has a 40-mph speed limit south of Osborn. North of Osborn, the speed limit is 35 mph.
- Osborn Road has a 35-mph speed limit.
- All other streets in this vicinity of the site have a 25-mph speed limit.

Collision Information –

The intersection of Scottsdale Road and Osborn Road has had 24 reported collisions from 2018 to 2020 and has a collision rate of 1.04 (0.54 city average)

Scottsdale Road from Thomas to Osborn = 5.01 (57 collisions)

Scottsdale Road from Osborn to Indian School = 4.50 (36 collisions)

Citywide segment average = 1.36

Proposed Development:

Description - The proposed development plan consists of 172 units of senior living, 93 units of assisted living, 3,600 sf of retail and a 5,400 sf restaurant.

Site Access – Two driveways (one enter only, one exit, right-out only) on the south side of Osborn Road, west of Scottsdale Road and one full access driveway on the east side of 71st Street, south of Osborn Road.

TRIP GENERATION COMPARISON TABLE:

	Daily Total	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Proposed - LUC 252, Senior Adult Housing 172 units	461	10	20	30	21	17	38
Proposed - LUC 254, Assisted Living 93 units	296	13	8	21	10	17	27
Proposed - LUC 822, Strip Retail Plaza (<40k) 3,600 sf	196	5	3	8	12	12	24
Proposed - LUC 931, Fine Dining 5,400 sf	453	2	2	4	28	14	42
Total Proposed	1,406	30	33	63	71	60	131
Existing - LUC 932, High Turnover Sit Down Restaurant 9,160 sf	982	48	40	88	51	32	83
Increase/Decrease	+424	-18	-7	-25	+20	+28	+48

Traffic Analysis:

Intersection Level of Service – 2023 Horizon Year

Scottsdale Road and Osborn Road

LOS E for Eastbound Left, Eastbound Through/Right, Westbound Left, Westbound Through, Westbound Through/Right, Southbound Through, Southbound Through/Right

Additional Traffic Volumes – With the additional site generated traffic and the proposed site access, development of the site is estimated to increase daily traffic volumes along Scottsdale Road by approximately 345 vehicles and Osborn Road by 80 vehicles. Both streets have adequate capacity to handle this additional traffic.

Observations:

Staff did not make any additional observations in the vicinity of the project site in relation to this case.

Additional Information:

Study includes “potential land use” calculations as a comparison to the existing and proposed site. These calculations and comparison will not be accepted, unless based on previously approved site plans.

Study recommends that COS analyze the use of a 90 second cycle length at Scottsdale Road/Osborn Road intersection to potentially improve LOS.

Summary:

A Traffic Impact and Mitigation Analysis (“TIMA”) was submitted for the project. The TIMA was not accepted, primarily due to the use of unsupported trip generation/land uses. The approval of the zoning district change for the proposed senior living, assisted living, retail, and restaurant land uses will result in an estimated 1,406 trips generated per day to and from the project site. The development is estimated to generate 63 a.m. peak hour trips, and 131 p.m. peak hour trips. This represents an increase of 424 daily trips over the existing approved restaurant land use.

With the addition of the proposed site generated traffic, operations at the intersections in the vicinity of the site will continue to operate at acceptable levels (LOS C or better).

Except at the existing signal, as follows –

LOS E for Eastbound Left, Eastbound Through/Right, Westbound Left, Westbound Through, Westbound Through/Right, Southbound Through, Southbound Through/Right

Study recommends that COS analyze the use of a 90 second cycle length at Scottsdale Road/Osborn Road intersection to potentially improve LOS.

Traffic Engineering staff have the following comments/concerns:

- Trip generation calculations included “potential” comparison. This comparison is not accepted.
- Staff would note that the “Fine Dining Restaurant” land use was used to calculate the proposed restaurant. Use of High-Turnover Restaurant land use would result in an approximate 25% increase in trip generation for daily trips and PM peak trips. AM trips would be significantly higher, if the site would be intended to operate during the AM period.



CITIZEN REVIEW & NEIGHBORHOOD INVOLVEMENT REPORT

The Osborn

February 21, 2022

Overview

This Citizen Review Report is being performed in association with a request for a Conditional Use Permit and modification to the previously approved zoning of Downtown Mixed-Use Type 2 Planned Block Development with Downtown Overlay (D/DMU- Type 2 PBD DO) to allow for a residential health care facility on an approximately 3.59+/- acre site located at the southwest corner of Scottsdale Road and Osborn Road. This proposal is in conformance with the City of Scottsdale's newly adopted 2035 General Plan and the Old Town Scottsdale Character Area Plan. This Citizen Review Report will be updated throughout the process.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners associations, and other interested parties. Communication with these parties will be ongoing throughout the process. Work on compiling a list of impacted and interested stakeholders and neighborhood outreach began prior to the application filing and will also continue throughout the process. Communication with impacted and interested parties has taken place with verbal, written, electronic, and door-to-door contact.

Community Involvement

The outreach team has been communicating with neighboring property owners, HOA's, and community members by telephone, one-on-one meetings, and door-to-door outreach since July 2021. The outreach team visited **over 215 residential neighbors and nearby businesses** to get their feedback on the project. A majority of this feedback was favorable to this proposal.

Surrounding property owners, HOAs and other interested parties were noticed via first class mail regarding the project and provided information on a Virtual Open House that was held on Thursday, November 18, 2021. The distribution of this notification **EXCEEDED** the City's 750' radius mailing requirements as specified in the Citizen Review Checklist. A detailed

ATTACHMENT #13

description and visuals for the project were posted online as well as an opportunity for neighbors to provide comments/questions by phone or by email to the development team. The website and its accessibility date/time were posted on the Early Notification Sign on the property and the website was available for longer than the advertised time. There were 24 views of the online website. The development team did not receive any emails or phone calls with questions or comments. However, the development team will continue to be accessible by phone and email to ensure that surrounding property owners and neighbors have ongoing opportunities to comment and ask questions.

A vital part of the outreach process is to allow people to express their concerns and understand issues and attempt to address them in a professional and timely matter. Again, the entire team realizes the importance of the neighborhood involvement process and is committed to communication and outreach for the project.

Attachments:

Notification Letter

Notification List

Affidavit of Posting

July 5, 2022

The Honorable Mayor and City Council
City of Scottsdale
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

Dear Mayor and Council:

As the largest healthcare provider in Scottsdale, HonorHealth knows that safe and stable housing contribute greatly to the health and well-being of our patients. A variety of housing products, including senior housing that allows residents to age in place, is essential and providing those residential opportunities close to existing healthcare services helps remove barriers to care. For these reasons, Empire Group's proposal for a senior living facility at Osborn/Scottsdale Road makes sense given its proximity to HonorHealth Scottsdale Osborn Medical Center and a senior living community would be a great addition to the neighborhood.

Sincerely,

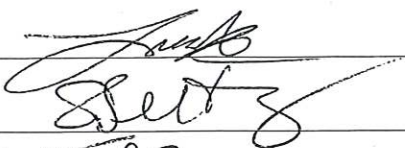
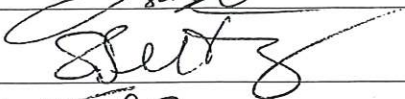

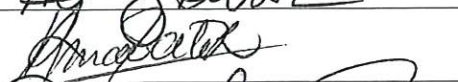
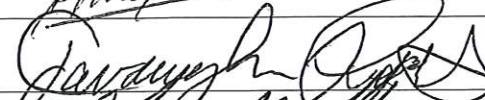

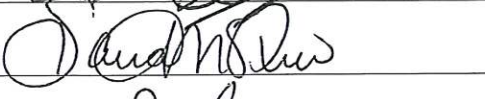





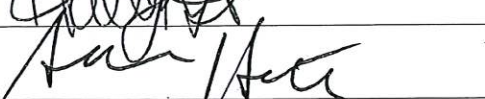
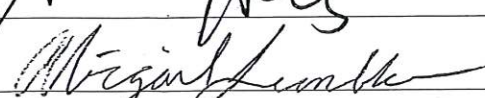

Michelle Pabis

Michelle Pabis
Vice President, Government & Community Affairs

PETITION IN SUPPORT OF SCOTTSDALE & OSBORN SENIOR LIVING

To the Mayor, City Council and City Clerk:

We, the undersigned, support the proposed Senior Living development, located at the southwest corner of Scottsdale Road and Osborn in Scottsdale. This project will provide a much-needed senior living community in this area of Scottsdale. As a portion of our population ages, it is important to provide residential communities with the necessary services and activities to best assist those people. This project will be a welcomed addition to our neighborhood and to the City as a whole.

Signature	Printed Name	Address	Date of Signing
1. 	Danyse A. Seitz	3102 N Scottsdale	1-10-21
2. 	Sharon Seitz	3039 N Scottsdale Rd	10-1-21
3. 	EBONY BROWN	3014 N Scottsdale	10/1/21
4. 	Harixanti Tontowi	2931 N. Scottsdale rd 85251	10/1/21.
5. 	Javawn Robert	333 N Scottsdale rd 85251	10/1/21
6. 	Chris Gorko	7222 E 2nd St	10/1/21
7. 	Saira mcphée	1210 E 2nd St	10/1/21
8. 	Saim Delucasse	3815 N Scottsdale rd	10/1/21
9. 	Benware Whurman	7217 E. 1st St.	10/1/21
10. 	Phil Curry	3828 N Scottsdale Rd	10/1/21
11. 	Isabella Mascaro	3712 N Scottsdale RD 85251	10/1/21
12. 	Mariela Gomez	3712 N Scottsdale Rd 85251	10/1/21-
13. 	Hally Rost	3636 N Scottsdale Rd	10/1/21
14. 	Andrew Hartz	3622 N Scottsdale Rd	10-1-21
15. 	Abigail Lembke	3617 N. Goldwater Blv. Scottsdale, AZ	10-1-21

PETITION IN SUPPORT OF SCOTTSDALE & OSBORN SENIOR LIVING

To the Mayor, City Council and City Clerk:



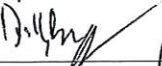
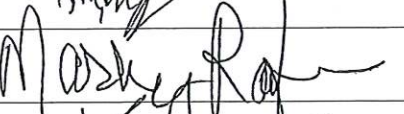





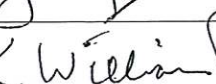

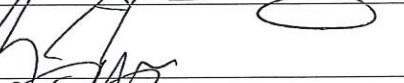


We, the undersigned, support the proposed Senior Living development, located at the southwest corner of Scottsdale Road and Osborn in Scottsdale. This project will provide a much-needed senior living community in this area of Scottsdale. As a portion of our population ages, it is important to provide residential communities with the necessary services and activities to best assist those people. This project will be a welcomed addition to our neighborhood and to the City as a whole.

	Signature	Printed Name	Address	Date of Signing
1.		Trinity Blaisdell	3617 N Goodwater Blvd. Scottsdale, AZ	
2.		Makayla Taylor	3530 N Goodwater Blvd Scottsdale AZ	10-1-2021
3.		Henry Kuczy	6905 E 6 th St	10-2-2021
4.		Jackie Troper	3399 N Scottsdale Road	10-2-21
5.		Sophie Shaffar	3315 Scottsdale Rd	
6.		Stephen R Beckwith	7426 E Bellevue St	10-2-21
7.				
8.		Cori Spiva	6920 E Osborn Rd	10/2/21
9.		NANCY BLACK	6929 E OSBORN Rd	10/2/21
10.		Albert SALAM	6925 E OSBORN unit D	10/2/21
11.		CHRISTINA DUNNIGAN	6925 E OSBORN Rd B	10/2/21
12.		Allisin Johnson	11	10/4/21
13.		Nikki Braun	6933 E OSBORN Rd G	10/2/2021
14.		Nikki Braun	3309 N 70th St #106	10/2/21
15.		Nikki Braun	3309 N. 70th St. # 207	10/2/21

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	Signature	Printed Name	Address	Date of Signing
1.		Austin Lambright	3309 N 70 St 206	10/2
2.		Rachel Lambright	3309 N 70 St 206	10/2
3.		Billy	3214 N 70 St 7015	10/2
4.		Marnie Rautman	6953 E Osborn Rd #E Scottsdale, AZ	Oct 2 2021
5.		Aimee Larrabee	6961 E OSBORN Rd. #G Scottsdale AZ	Oct. 3, 2021
6.		Jeremi Arakian	6961 E. Osborn Rd. #C Scottsdale AZ	Oct. 3 rd 2021
7.		Molly Ann Lindsay	6961 E. Osborn Rd. #C Scottsdale AZ	Oct 3 rd 2021
8.		Robert Bauer	6957 E Osborn Rd. #C Scottsdale AZ	Oct 3 rd 2021
9.		Gail M. Petrucci	6921 E. Osborn Rd Unit F- Scottsdale AZ 85251	Oct 3, 2021
10.		Jordan Reasy	6913 E. Osborn Rd. Unit D Scotts 85251	10/3/21
11.		Kenneth W. Reynolds	6917 E. OSBORN RD. #F Scottsdale, AZ 85251	10/3/21
12.		Brandon Morgan	3214 N 70th St Scottsdale AZ, 85251	10/3/21
13.		Sean Evers	3214 N. 70th St Scottsdale AZ, 85251	10/3/21
14.		Dennis Seker	3214 N 70th St Scottsdale AZ 85251	10/3/21
15.				



**SCOTTSDALE DEVELOPMENT REVIEW BOARD
KIVA-CITY HALL
3939 DRINKWATER BOULEVARD
SCOTTSDALE, ARIZONA
Thursday, June 16, 2022
*SUMMARIZED MEETING MINUTES***

PRESENT: Linda Milhaven, Councilmember
Barney Gonzales, Planning Commissioner
Doug Craig, Vice Chair
Shakir Gushgari, Design Member
Michal Ann Joyner, Development Member
Ali Fakh, Development Member – attended electronically
Jeff Brand, Design Member – attended electronically

ABSENT: None

STAFF:	Brad Carr	Greg Bloemberg	Chris Zimmer
	Eric Anderson	Bryan Cluff	Lorraine Castro
	Lexie Hartley	Katie Posler	Mark Kertis
	Caitlyn Gulsvig	Jesús Murillo	Ryan Garofalo

CALL TO ORDER

Councilmember Milhaven called the meeting of the Development Review Board to order at 1:01 PM.

ROLL CALL

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

PUBLIC COMMENT – NON-AGENDIZED ITEMS

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 SPOKEN OR WRITTEN PUBLIC COMMENT RECEIVED AT HEARING FOR NON-AGENDIZED ITEMS.

ADMINISTRATIVE REPORT – Brad Carr, AICP, LEED-AP

1. Identify supplemental information, if any, related to June 16, 2022 Development Review Board agenda items, and other correspondence.

* 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

2. Approval of the June 16, 2022 Development Review Board Meeting Minutes.

VICE CHAIR CRAIG MOVED TO APPROVE THE JUNE 2, 2022 DEVELOPMENT REVIEW BOARD MEETING MINUTES AS PRESENTED, 2ND BY BOARD MEMBER GUSHGARI. THE MOTION PASSED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER MILHAVEN, COMMISSIONER GONZALES, VICE CHAIR CRAIG, BOARD MEMBERS GUSHGARI, JOYNER, FAKIH, AND BRAND WITH A VOTE OF SEVEN (7) TO ZERO (0).

CONSENT AGENDA

3. 3-PP-2006#3 (Sonoran Sky Replat)

Request for re-approval of a preliminary plat to establish a 13-lot residential subdivision, including amended standards, on a +/- 40-acre site, located between the N. 122nd Street and N. 124th Street alignments, and between E. Paraiso Drive and E. Pinnacle Peak Road, with Single-family Residential, Environmentally Sensitive Lands (R1-130/ESL) zoning.

Staff Contact: Jesus Murillo, 480-312-7849

Applicant Contact: Zach Hill, 602-313-7206

ITEM MOVED TO THE REGULAR AGENDA FOR FULL PRESENTATION. VICE CHAIR CRAIG MOVED TO APPROVE CASE 3-PP-2006#3, 2ND BY BOARD MEMBER JOYNER. THE MOTION PASSED IN FAVOR BY COUNCILMEMBER MILHAVEN, VICE CHAIR CRAIG, BOARD MEMBERS GUSHGARI, JOYNER, FAKIH, AND BRAND WITH A VOTE OF SIX (6) TO ONE (1), WITH COMMISSIONER GONZALES DISSENTING.

REGULAR AGENDA

4. 40-DR-2021 (Dual Drive-Thru Restaurants Pima Road)

Request for approval of a site plan, landscape plan, and building elevations for two new drive-through restaurants on a +/- 1.5-acre-site located at 15236 N. Pima Road, with Highway Commercial (C-3) zoning.

Staff Contact: Katie Posler, 480-312-2703

Applicant Contact: Neil Feaser (602) 955-3900

VICE CHAIR CRAIG MOVED TO APPROVE CASE 40-DR-2021, 2ND BY BOARD MEMBER BRAND. THE MOTION PASSED IN FAVOR BY COUNCILMEMBER MILHAVEN, COMMISSIONER GONZALES, VICE CHAIR CRAIG, BOARD MEMBERS GUSHGARI AND BRAND WITH A VOTE OF FIVE (5) TO ONE (1), WITH BOARD MEMBER JOYNER DISSENTING AND BOARD MEMBER FAKIH RECUSING.

5. 49-DR-2021 (Craft Mixed Use Development)

Request for approval of a site plan, landscape plan and building elevations for an addition to an existing 13,996 square foot office/retail building, consisting of 9 new residential units and 822 square feet of commercial floor area, on a +/- 0.58-acre parcel located at 4237 N. Craftsman Court, with Downtown, Retail Specialty, Type 1, Downtown Overlay (D/RS-1 DO) zoning.

Staff contact is Greg Bloemberg, 480-312-4306

Applicant contact is Mark Tomecak, 602-619-7751

BOARD MEMBER BRAND MOVED TO APPROVE CASE 49-DR-2021 WITH ADDITIONAL STIPULATIONS FOR INCORPORATING THE NEWEST ELEVATIONS AS PRESENTED AT THE HEARING, AN ADDITIONAL REVEAL ON THE BUILDING, AND EXTENDING THE COVERED WALKWAY ON THE NORTH BUILDING, 2ND BY VICE CHAIR CRAIG. THE MOTION PASSED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER MILHAVEN, COMMISSIONER GONZALES, VICE CHAIR CRAIG, BOARD MEMBERS GUSHGARI, JOYNER, FAKIH, AND BRAND WITH A VOTE OF SEVEN (7) TO ZERO (0).

6. 1-ZN-2014#2 (The Osborn Residential Health Care Facility)

Pursuant to the requirements of the Planned Block Development (PBD) overlay district, Zoning Ordinance Section 6.1304.A., the Development Review Board shall provide a recommendation to the Planning Commission regarding the proposed Development Plan, including proposed site development standards, for a zoning district map amendment to amend an existing development plan and zoning stipulations (1-ZN-2014) to allow for development of a residential healthcare facility with +/- 247 units/beds, including both minimal and specialized care, and approximately 9,000 square feet of commercial space on a +/- 3.59 gross acre site located at 3380 N. Scottsdale Road, with Downtown/ Downtown Multiple Use Type-2, Planned Block Development, Downtown Overlay (D/DMU-2 PBD DO) zoning.

Staff Contact: Bryan Cluff, 480-312-2258

Applicant Contact: Michele Hammond, 480-385-2753

BOARD MEMBER JOYNER MOVED TO FORWARD A RECOMMENDATION OF APPROVAL TO THE PLANNING COMMISSION FOR CASE 1-ZN-2014#2, 2ND BY VICE CHAIR CRAIG. THE MOTION PASSED UNANIMOUSLY IN FAVOR BY COUNCILMEMBER MILHAVEN, COMMISSIONER GONZALES, VICE CHAIR CRAIG, BOARD MEMBERS GUSHGARI, JOYNER, AND BRAND WITH A VOTE OF SIX (6) TO ZERO (0), WITH BOARD MEMBER FAKIH RECUSING.

7. 30-DR-2021#2 (Portico aka Belgravia One Scottsdale PUII)

Request for approval of the site plan, landscape plan, building elevations, and proposed locations of Public Art for eight (8) new, 5-story multi-family residential buildings with 112 units in 97,000 square feet of building area, on a +/- 5.4-acre site located at 19701 N. Scottsdale Road, with Planned Regional Center, Planned Community Development (PRC PCD) zoning.

Staff Contact: Chris Zimmer, 480-312-2347

Applicant Contact: Kurt Jones, 602-452-2729

BOARD MEMBER GUSHGARI MOVED TO APPROVE CASE 30-DR-2021#2 WITH REVISED STIPULATIONS REQUESTED BY THE APPLICANT AT THE HEARING AND AN ADDITIONAL STIPULATION FOR DELINEATION OF DRIVE AISLES AT THE ENTRY, 2ND BY BOARD MEMBER JOYNER. THE MOTION PASSED IN FAVOR BY COUNCILMEMBER MILHAVEN, VICE CHAIR CRAIG, BOARD MEMBERS GUSHGARI, JOYNER, AND FAKIH WITH A VOTE OF FIVE (5) TO TWO (2), WITH BOARD MEMBER BRAND AND COMMISSIONER GONZALES DISSENTING.

8. 33-DR-2021 (Gentry on the Green)

Request for approval of the site plan, landscape plan, and building elevations for Phases 1A and 1B of Gentry on the Green, which includes two new, 4-story buildings totaling 582 dwelling units and approximately 7,300 square feet of commercial space on a +/- 14.7-acre site located at 7979 E. Camelback Road, with Planned Unit Development, Planned Shared Development (PUP PSD) zoning.

Staff Contact: Bryan Cluff, 480-312-2258

Applicant contact: Jessica Damschen, 858-490-2344

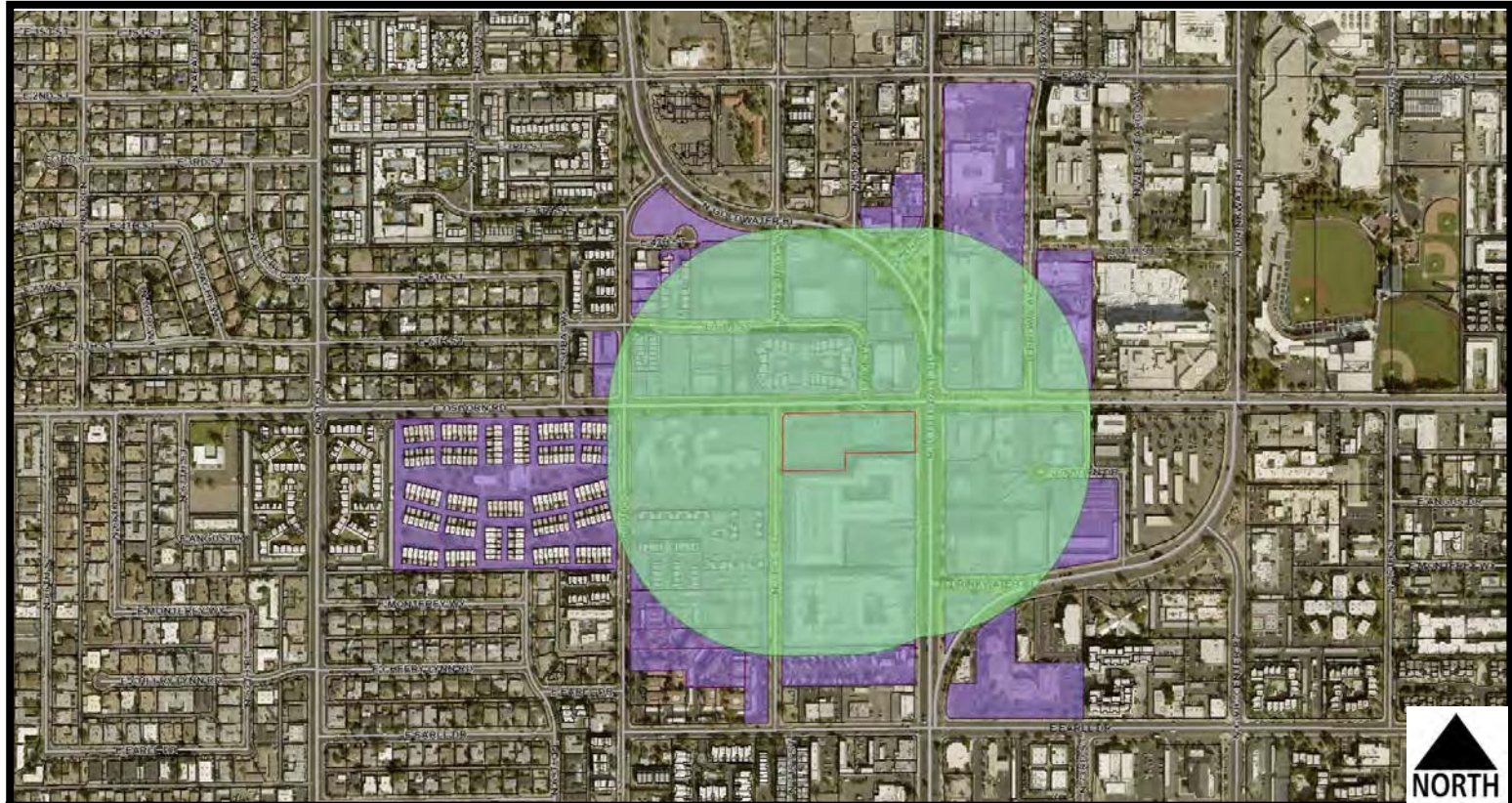
BOARD MEMBER GUSHGARI MOVED TO APPROVE CASE 33-DR-2021 FOR APPROVAL OF PHASE 1A ONLY WITH AMENDED STIPULATIONS AND PHASE 1B BUILDING DESIGN TO RETURN AT A LATER DATE TO THE DEVELOPMENT REVIEW BOARD FOR FURTHER REVIEW, 2ND BY BOARD MEMBER JOYNER. MOTION PASSED IN FAVOR BY COUNCILMEMBER MILHAVEN, VICE CHAIR CRAIG, BOARD MEMBERS GUSHGARI, JOYNER, AND BRAND WITH A VOTE OF FIVE (5) TO ONE (1), WITH COMMISSIONER GONZALES DISSENTING AND BOARD MEMBER FAKIH RECUSING.

ADJOURNMENT

With no further business to discuss, the regular meeting of the Development Review Board adjourned at 3:58 PM.

City Notifications – Mailing List Selection Map

The Osborn Residential Health Care Facility



Additional Notifications:

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

Labels Pulled
December 6, 2021

Map Legend:



Site Boundary

Properties within 750-feet

Postcards: 188

1-ZN-2014#2



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

WEDNESDAY, AUGUST 24, 2022

***DRAFT SUMMARIZED MEETING MINUTES ***

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

ABSENT:

STAFF: Tim Curtis
Eric Anderson
Meredith Tessier
Bryan Cluff
Greg Bloemberg
Ryan Garofalo
Alexis Hartley
Caitlyn Gulsvig
Alfred Kane

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.

* 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"

MINUTES REVIEW AND APPROVAL

1. Approval of August 10, 2022 [Regular Meeting Minutes](#).

Vice Chair Young moved to approve the August 10, 2022 regular meeting minutes. Seconded by Commissioner Serena, the motion carried unanimously with a vote of seven (7) to zero (0).

CONSENT AGENDA

2. [1-UP-2022 \(One Scottsdale PU III Quick Trip\)](#)

Request by owner for approval of a Conditional Use Permit for a new gas station on a +/- 2-acre site with Planned Regional Center, Planned Community District (PRC PCD) zoning, located at 19552 N. 73rd Street. Staff contact person is Meredith Tessier, 480-312-4211.

Applicant contact person is Michele Hammond, (602) 463-4081.

3. [3-UP-2022 \(ASR Well 159 MUMSP\)](#)

Request by owner for a recommendation to the Planning Commission and City Council regarding the Municipal Use Master Site Plan for a new aquifer storage and recovery well site, on a 1.3-acre site zoned Commercial Office with comparable Planned Airpark Core Development (C-O PCP) district at 7440 E Legacy Blvd. Staff contact person is Meredith Tessier, 480-312-4211.

Applicant contact person is Brad Walldorf, (480) 312-7790.

Item No. 2 & 3; Commissioner Kaminski moved to make a recommendation to City Council for approval of cases 1-UP-2022 and 3-UP-2022 per the staff recommended stipulations, based upon the finding that the Conditional Use Permit criteria have been met. Seconded by Commissioner Serena, the motion carried unanimously with a vote of seven (7) to zero (0).

REGULAR AGENDA

4. [1-ZN-2014#2 \(The Osborn Residential Health Care Facility\)](#)

Request by owner for approval of a zoning district map amendment to amend an existing development plan and zoning stipulations (1-ZN-2014) to allow for development of a residential healthcare facility with +/- 247 units/beds including both minimal and specialized care, and approximately 9,900 square feet of commercial space; and 8 feet of bonus height on a +/- 3.59 gross acre site with Downtown/ Downtown Multiple Use Type-2 Planned Block Development Downtown Overlay (D/DMU-2 PBD DO) zoning located at 3380 N Scottsdale Road. Staff contact person is Bryan Cluff, 480-312-2258.

Applicant contact person is Michele Hammond, (480) 385-2753.

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5. [17-UP-2021 \(The Osborn Residential Health Care Facility\)](#)

Request by owner for approval of Conditional Use Permit for a residential healthcare facility with +/- 247 units/beds including both minimal and specialized care, on a +/- 3.59 gross acre site with Downtown/ Downtown Multiple Use Type-2 Planned Block Development Downtown Overlay (D/DMU-2 PBD DO) zoning located at 3380 N Scottsdale Road. Staff contact person is Bryan Cluff, 480-312-2258.

Applicant contact person is Michele Hammond, (480) 385-2753.

Item No. 4 & 5; Commissioner Serena moved to make a recommendation to City Council for approval of cases 1-ZN-2014#2 and 17-UP-2021 per the staff recommended stipulations, after determining that the proposed Zoning District Map Amendment is consistent and conforms with the adopted General Plan and the Conditional Use Permit criteria have been met. Seconded by Commissioner Ertel, the motion carried unanimously with a vote of seven (7) to zero (0).

6. [1-GP-2022 \(Scottsdale Office Remodel\)](#)

Request by owner for a minor General Plan amendment to the City of Scottsdale General Plan 2035 Future Land Use Map from Cultural/Institutional or Public Use to Suburban Neighborhoods Land Use Designation on a +/- 0.65-acre site located at 7339 E. McDonald Drive. Staff contact person is Greg Bloemberg, 480-312-4306.

Applicant contact person is Neil Feaser / Jamie Angulo, (602) 955-3900.

7. [3-ZN-2022 \(Scottsdale Office Remodel\)](#)

Request by owner for a zoning district map amendment from Single-family Residential (R1-43) zoning to Service Residential (S-R) zoning on a +/- 0.65-acre site, located at 7339 E. McDonald Drive.

Staff contact person is Greg Bloemberg, 480-312-4306.

Applicant contact person is Neil Feaser / Jamie Angulo, (602) 955-3900.

Item No. 6 & 7; Commissioner Ertel moved to make a recommendation to City Council for approval of cases 1-GP-2022 and 3-ZN-2022 per the staff recommended stipulations, after determining that the proposed Zoning District Map Amendment is consistent and conforms with the adopted General Plan. Seconded by Commissioner Gonzales, the motion carried unanimously with a vote of seven (7) to zero (0).

REQUEST TO SPEAK CARDS:

Item 6: Bridget Hay, Doug Craig, Larry Fink.

WRITTEN COMMENT CARDS:

Item 6: Adam Brooks.

ADJOURNMENT

With no further business to discuss, the regular session of the Planning Commission adjourned at 6:30 p.m.

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