

**Correspondence Between
Staff and Applicant**

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and executed this day of, 2012, by and between
_____ (the "Owner"), and EISENBERG COMPANY, an Arizona corporation,
(the "Developer").

RECITALS:

A. Owner is the owner of that certain real property situated in Maricopa County, Arizona, and more particularly described in "Exhibit A" by reference (the "Property").

B. Owner intends to develop the Property and to construct a shopping center thereon (the "Project") and to construct related improvements in connection therewith (the "Improvements").

C. Owner desires to engage Developer to render certain development services for and on behalf of Owner in connection with the development of the Property upon the terms and conditions hereinafter set forth.

D. Developer desires to accept such engagement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Developer. Owner hereby engages and appoints Developer as Owner's agent in connection with the development of the Property on the terms and conditions hereinafter set forth, and Developer hereby accepts such engagement and appointment.

1.1 Term of Agreement. The term of this Agreement shall commence upon the execution hereof and shall continue until the earlier of: (a) the third (3rd) anniversary of the date hereof; (b) the later of the occupancy of all of the tenants which have signed leases as of the date of completion of construction of the Improvements on the Property or sixty (60) days following issuance of a certificate of occupancy for the Project; or (c) the date of termination pursuant to Section 7 hereof.

1.2 Duties of Developer- Developer shall exercise its best efforts to render all services and to perform such duties as are reasonably necessary to effect the timely, efficient and economical development of the Property in accordance with the terms and conditions hereof, including, without limitation, the following:

1.2.1 Development Plan. Developer shall, in conjunction with Owner, prepare a development plan for the Property (the "Development Plan") within fourteen (14) days of execution of this Agreement, which shall contain the following:

- (a) A review of the proposed site plan, as drafted by _____ detailing site improvements and including recommendations regarding materials and design.
- (b) A review of the proposed utility improvements.
- (c) Recommended uses for the Property and the portion of the Property to be used for each intended use.
- (d) Cash flow projections for the Project including estimated revenues and estimated operating expenses (operating and other).
- (e) Projected costs to construct the Project inclusive of all fees, the agreement with the general contractor, tenant improvements and costs associated with the construction of a "turn key" development.
- (f) Recommendations with respect to the determination of an appropriate sales price for the property.
- (g) All other information relative to the Project as may be mutually agreed by Owner and Developer, including, but not limited to, those matters referenced in Section 1.2.5

1.2.2 Development Budget. Developer shall, in conjunction with Owner, prepare a budget (the "Development Budget") in addition to the estimates set forth in Section 1.2.1, setting forth the estimated income, expenditures (operating and other), and reserves related to the Project through the current and next fiscal year. The Development budget shall include all estimated costs of planning, designing and developing the Property, including, without limitation, the costs of any activity specified herein, itemizing each such cost on a trade breakdown and line item basis. The Development Budget shall set forth in one or more separate schedules projections respecting each of the following: (a) Owner's equity requirements, (b) working capital, (c) capital improvements, (d) contracts proposed to be let in connection with development of the Property, (e) service contract costs broken down on a contract by contract basis (f) insurance costs by coverages with deductibles indicated, and (g) time frames for the expenditure of funds broken down on a per month basis. The Development Budget approved by Owner, and any revisions or supplements thereto approved by Owner is herein called the "Approved Budget".

Subject to the further provisions of this Agreement, Developer shall, in the performance of its duties under this Agreement, have the right, without day-to-day consent or approval of the Owner, to incur the expenses set forth in the Approved Budget; provided, however, that Developer shall not have the right, without the prior approval of Owner, to incur or cause to be incurred any fees or other costs if: (a) any such expenditure is in excess of \$ _____ or is an expenditure which would cause the aggregate expenditures for such item to exceed the amount set forth for such item in the Approved Budget by _____ percent (____%) or \$ _____, whichever is less, or (b) any such expenditure will cause the total aggregate costs of development of the Project, at that time, to exceed the estimated costs as set forth in the Approved Budget for that specified period of time.

1.2.3 Services. Following Owner's approval of the Development Plan in accordance with Section 2 hereof, Developer shall negotiate for Owner's review and approval appropriate contracts with architects, engineers, designers and/or other like experts and consultants for the provision, under Developer's direction and supervision, but at Owner's sole cost and expense, architectural, engineering, design and/or other like services necessary for the construction and operation of the Project, including, without limitation, the planning, designing and preparation of detailed plans, specifications and drawings therefore. All agreements with such architects, engineers, designers, experts and consultants (including, without limitation, all fee arrangements with the same), as well as all of the aforesaid plans, specifications and drawings, shall be subject to Owner's prior approval in accordance with Section 2 hereof and Developer shall have no authority to enter into any such agreement on Owner's behalf without express prior written authorization from Owner. Such approved plans, specifications and drawings relating to the Project (the "Approved Plans") shall, at all times, be the sole and exclusive property of Owner to the extent that title thereto has passed from such architects, engineers, designers, experts and consultants. Following approval by Owner, the Approved Plans may not be amended or modified in any material respect with respect to the Project without the prior consent of Owner.

1.2.4 Permits and approvals. Developer shall, subject to Owner's direction and approval, conduct negotiations with all governmental authorities having jurisdiction over the Property or the Project with respect to (a) the construction, installation or furnishing by any such governmental authority of public improvements to or benefiting the Project (including, without limitation, streets, curbs, sewers and utilities), (b) the portion of the costs, if any, thereof to which any such governmental authority is willing to contribute, and (c) obtaining, on behalf of Owner and at Owner's sole cost and expense, all other necessary permits and approvals of such governmental authorities required for the construction, completion and operation of the Project, including, without limitation, all special permits, variances or authorizations required under applicable regulations. Developer also shall exercise its best efforts to prepare, cause to be prepared or assist in the preparation of all written agreements with and applications to any such governmental authorities concerning such improvements and/or contributions; provided, however, that all of the provisions of any such agreement or any application with or to any governmental authority shall be subject to the prior written approval of Owner. The originals of all such necessary permits and certificates shall be delivered to Owner promptly after they have been obtained.

1.2.5 Utilities and Other Reports. Developer shall review the plans and specifications prepared by the Engineer regarding the development of all utilities serving the Property in order to assure that water and sewer services and other utilities are of capacities sufficient to serve the Project. In addition, Developer shall review existing soils reports, topo maps, surveys and other studies prepared on Owner's behalf.

1.2.6 Construction Contract. Developer shall use its best efforts to develop interest in the Project among qualified general contractors and shall solicit competitive bids from qualified general contractors for the construction of the Improvements in accordance with the Approved Plans. Upon receipt of such competitive bids, Developer shall analyze such bids and shall promptly submit such bids to Owner with Developer's recommendation of the awarding of the contract for construction of the Improvements to a qualified general contractor. Owner shall thereupon select and approve one of the general contractors submitting such bids, and Developer shall diligently proceed to negotiate a construction contract with such general contractor on terms acceptable to Owner. Developer shall be responsible for the implementation, management and supervision of the construction contract and shall coordinate the activities of the general contractor, all subcontractors, the architect and Owner.

1.2.7 Notice of Meetings. Developer shall give Owner timely prior notice of all meetings between Developer and architects, engineers, contractors, suppliers, consultants, governmental officials, and other persons involved in the development of the Property so that Owner or its designated representative may, at Owner's election, attend such meeting. Developer will provide to Owner written summary minutes of all meetings with such persons relating to material aspects of the development of the Property.

2. Limitations and Restrictions Notwithstanding any other provisions of this Agreement to the contrary, Developer must receive written approval from Owner of the Development Plan and Development Budget before disbursing any funds thereunder, which approval shall not be unreasonably withheld or delayed. Thereafter, Developer shall use its best efforts to implement the Development Plan in accordance with the Approved Budget and shall not be required to obtain the day-to-day consent of Owner in the discharge of its duties and responsibilities under this Agreement; provided, however, that Developer shall be obligated to present Major Decisions (as defined herein below) to Owner for approval in accordance with this section.

2.1 Major Decisions. Owner shall have five (5) days from the receipt of all documents reasonably necessary to evaluate a Major Decision to approve or disapprove of such by giving written notice to Developer. Owner's failure to give notice of objection within such period shall constitute approval of the Major Decision. The term "Major Decision" shall include:

(a) Quarterly revisions (or any other revisions) to the approved Development Plan and Approved Budget;

(b) Any proposed expenditure(s) in excess of \$ _____ or constituting an increase in any line item in the Approved Budget which would cause the aggregate expenditure for such line item to exceed the amount set forth in the Approved Budget by _____ percent (_____%) or \$ _____, whichever is less, or which would constitute a change in the total aggregate costs set forth in the Approved Budget;

(c) Entering into any agreement with any governmental authorities;

(d) Entering into any agreement, contract or the like which, as set forth in this Agreement, specifically requires the approval of Owner, including without limitation, all construction contracts or any contracts for services or materials in an amount exceeding \$50,000.00 or amounts exceeding the Approved Budget by five percent (5%);

(e) Any decision to rescind or materially modify the Approved Plans or any agreements between Owner and any other party;

(f) Any act which would cause a delay in completion of development of the Project.

2.2. Updated Development Plan and Budget. Developer shall, no later than ten (10) days following the end of each quarter of each fiscal year during the term hereof, submit to Owner for Owner's approval, an updated Development Plan and Development Budget; upon such approval, such updated Development Plan and/or Development Budget shall be deemed the new "approved Development Plan" and/or "Approved Budget" and shall become the controlling document. Owner shall have five (5) days after the date of receipt of the updated Development Plan and Development Budget, together with such supporting information and recommendations by Developer as will permit Owner to make an informed decision, to either approve or disapprove the new plan and budget as presented. All approvals or disapprovals shall be in writing. In the event of disapproval, Developer shall have three (3) days to address the objections of Owner. The same procedure for approval shall be followed in the event that Owner objects to the budget or plan so submitted by Developer.

3. Accounts and Records. Developer shall keep all books of account and other records relating to the Project. All accounts and records relating to the Project, including all correspondence, shall be surrendered to Owner upon termination. Records and accounts relating to the Project shall be kept by Developer separately from Developer's other records and accounts.

3.1 Accrual Basis. The records and accounts for the Project shall be maintained on an accrual basis and shall be sufficient to permit the preparation therefrom of financial statements in accordance with generally accepted accounting principles and federal, state and local income tax returns, and shall be adequate to provide Owner with all financial information as may be reasonably needed by Owner.

3.2 Inspection of Records. All books and records prepared or maintained by Developer relating to the Project shall be kept and maintained at all times at a place or places reasonably approved by Owner, and shall be available for and subject to audit, inspection and copying by Owner or any representative or auditor thereof, at Owner's expense, or any supervisory or regulatory authority, upon reasonable notice and at all reasonable times.

3.3 Segregated Funds. All funds received by Developer on account of or relating to the Project shall be deposited in a segregated bank account, of which Owner is the owner, separate from Developer's other bank accounts, at a financial institution approved by Owner.

3.4 Financial Reports. Developer shall provide Owner by the tenth (10th) day of each month, a monthly report of all income and expenditures for the previous month. The report shall include a copy of all invoices, receipts and billings for that period of time, together with any request or instruction by Owner for payment of any invoices or billings.

4. Indemnity.

4.1 Developer's Indemnity. Developer hereby agrees to indemnify, defend and hold harmless Owner, its shareholders, members, partners and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees) arising directly or indirectly, in whole or in part, out of the gross negligence or any willful wrongful act or omission of the Developer, its employees or agents, in the performance of Developer's services hereunder.

4.2 Owner's Indemnity. Owner hereby agrees to indemnify, defend and hold harmless Developer, its partners and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees) arising directly or indirectly, in whole or in part, out of the gross negligence or any willful wrongful act or omission of Owner, its employees or agents (other than Developer).

4.3 Survival of Indemnity. The provisions of this Section 4 shall survive completion of Developer's services hereunder or any earlier termination of this Agreement.

5. Compensation.

5.1 Development Fee. Subject to the terms and conditions hereinafter set forth, owner shall pay to Developer, as the sole and total compensation for all of the services to be performed by Developer pursuant to this Agreement a Fee (the "Development Fee") in an amount equal to 5% of total Development Cost minus the Land Acquisition Costs, no less than

\$ 650,000.00. Development Costs are defined as all hard and soft costs associated with the Development, and include but are not limited to: construction site work, architect, engineering and entitlement costs. The Development Fee shall constitute full and complete payment to

Developer for all services rendered or performed by Developer in connection with the Project and under this Agreement. The Development Fee shall be payable in accordance with Section 5.3 hereof.

5.2 Payment of Development Fee. The Development Fee shall be payable to Developer as development of the Property progresses in monthly installments in an amount which is in the same proportion to the total Development Fee as the amount of development costs incurred by Owner to the date of each installment, net of land costs and interest expenses with respect thereto, bears to the total amount of costs to complete the Project as set forth in the Approved budget; provided that any unpaid balance of the Development Fee shall be payable in full upon the later of the occupancy of all of the tenants which have signed leases as of the date of completion of construction of the Improvements on the Property or sixty (60) days following issuance of a certificate of occupancy for the Project.

5.3 Incentive Compensation. In addition to the Development Fee described in Section 5.1 above, Owner shall pay to Developer Incentive Compensation in accordance with the terms, covenants and provisions of Exhibit attached to this Agreement. The obligation of Owner to pay Incentive Compensation to Developer shall survive the expiration of this Agreement.”

6. Payment to Contractors. Developer responsible payments to contractors, subcontractors, has contracted for services or materials in accordance with this Agreement or the Development Plan. Such payments shall be made on a timely basis in accordance with the provisions of each respective contract and the conditions herein set forth. Owner shall provide the necessary funds for the foregoing payments in accordance with the following provisions. All requests for progress payments shall be delivered to Owner prior to the twentyfifth (25th) day of each month requesting payment for all services and materials rendered during the previous month and shall be in a form, and be accompanied by such supporting documentation, as may be approved or required by Owner or Owner's lender including, but not limited to, signed and notarized conditional lien releases in the form attached to this Agreement as Exhibit "B". Developer shall be authorized to pay only those invoices which are presented to Owner with that month's request and no payments will be advanced by Owner other than those submitted in a timely request. All requests for payment shall be accompanied by a suitable itemization of the amounts requested, with supporting documentation, and broken down by item set forth in the Approved using forms approved by Owner. by Owner with respect to progress payments will be made to Developer for its fee and to the contractor and subcontractors as may be provided in the summary of all expenses incurred from inception to date, promptly following receipt of the request, but in no event earlier than the third (3rd) day of the month or later than the fifteenth (15th) day of the month. As a condition to disbursement of progress payments or installments of the Development Fee, Developer shall be responsible for delivering to Owner, with each month's request for progress payments, fully executed conditional lien waivers from each person having any mechanic's lien rights with respect to the Property for the payments to be made to such person. No further progress payments or installments of the Development Fee will be disbursed by Owner unless all lien releases have been delivered to Owner for all

services and materials requested to be paid. If the required lien releases are not submitted, Owner may withhold from the current progress payment an amount equal to the payment due for which a lien release has not been provided and defer payment of any installment of the Development Fee until such lien release is provided to Owner. All lien releases shall be in the form attached hereto as Exhibit "B". Progress payments will not be made for any work or materials which is not acceptable to Owner or approved in advance by Owner, in its sole discretion. Progress payments will not be made for any work or materials which is not acceptable to Owner or in accordance with the Approved Plans. Owner may withhold ten percent (10%) of the total amount of each progress payment as a retainage, if such retention is permitted by the contract executed on Owner's behalf, or if required by Owner's lender. At Owner's election, Owner may disburse funds to Developer for payment of progress payments by means of a check jointly payable to Developer and the person to whom the progress payment is to be paid.

7. Default and Termination.

7.1 Default. The occurrence of any one of the following events shall constitute a default hereunder. In the event of a default, a notice shall be delivered to the defaulting party setting forth the default. The defaulting party shall have thirty (30) days from receipt of said notice to cure the default and failure of the defaulting party to cure the noticed default within such time period shall cause the automatic termination of this Agreement.

(a) Either party shall file a voluntary petition under the Federal Bankruptcy Code or any other federal or state bankruptcy statute, as now in effect or as hereafter amended, or if such party shall make a general assignment for the benefit of its creditors or admit in writing its inability to pay its debts as they become due.

(b) The filing against either party of an involuntary petition under the Federal Bankruptcy code or any other federal or state bankruptcy statute, as now in effect or as hereafter amended, or if either party shall allow the appointment of a receiver, trustee, conservator or liquidator of all or any substantial part of its assets, which involuntary petition or appointments is not released, stayed, vacated or dismissed within thirty (30) days after its occurrence.

(c) Either party fails to perform any of its services substantially in the manner or within the time required herein or commits or permits a breach of or default in any of its duties, liabilities or obligations hereunder; provided, however, that Developer shall not be in default hereunder if any delay or failure in Developer's performance is the direct result of any act or omission of Owner, or of any labor dispute, unavoidable casualty, or act of God.

7.2 Conditions to Owner's Obligations. Owner shall be under absolutely no obligation to commence construction of any of the Improvements, or to complete development of the Property, unless and until (i) Owner has secured suitable and acceptable Development Plan and the Approved Budget; and, (ii) satisfactory leases (or, in Owner's sole discretion, satisfactory letters of intent) have been executed by tenants for sixty percent (60%) of the gross leasable area in the Project (inclusive of Safeway). In the event either of the conditions in this Section has not been satisfied as of the scheduled commencement of

construction of the Improvements as set forth in the Development Plan, then Owner may, in its sole discretion, elect to terminate this Agreement, in which event Owner shall pay to Developer a prorated Development Fee calculated in the manner set forth in Section 5.2.

7.3 Delivery of Funds and Records. In the event of the termination of this Agreement, Developer shall deliver to Owner all books, records, documents or other materials in its possession respecting the Property or the Project, together with any funds of Owner then held by Developer. Owner shall promptly pay to Developer any portion of the Development Fee, whether prorated or otherwise, then due and payable to Developer.

8. Independent Contractor. In performing its services hereunder, Developer shall be an independent contractor and not an employee, or, except as expressly set forth herein, agent of Owner. Nothing contained herein shall be deemed to constitute Owner and Developer as joint venturers or partners, or to give Developer any interest in or title to the Property or the Improvements.

9. Ownership of Information and Materials. Developer shall, upon completion of Developer's services or any sooner termination of this Agreement, deliver to Owner all warranty manuals and all other written data and information generated by or for Developer in connection with the Property and Project or supplied to Developer by Owner or Owner's contractors or agents, and all drawings, plans to which Owner is entitled hereunder, books, records, contracts, agreements and all other documents and writings in its possession relating to its services, the Property or the Project, and Owner shall have the right to use the same without further compensation to Developer. Such data and information and all such documents shall at all times be the property of Owner, except as otherwise expressly provided in this Agreement.

10. Authority of Developer. Except as expressly authorized by Owner in writing, or by a specific and express provision of this Agreement, Developer shall not have the authority to execute, acknowledge or deliver, for and on behalf of Owner, any documents, contracts or other agreements. Any liability which arises from the execution of any documents by Developer on behalf of Owner, which Owner has not given Developer the authority to execute on its behalf, shall be borne by Developer.

11. Taxes and Contributions. Developer assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law, all federal, state and local taxes and contributions, with respect to, assessed against, or measured by Developer's earnings hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Developer in connection with his services, and any and all other taxes and contributions applicable to his services for which Developer may be responsible under any laws or regulations, and shall make returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions and benefits.

12. Attorney's Fees. In the event either of the parties hereto shall institute any action or proceeding against the other party relating to this Agreement, the unsuccessful party

in such action or proceeding shall reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorney's fees as fixed by the presiding authority.

13. Waiver; Consents. No consent or waiver, express or implied, by either party hereto or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. The granting of any consent or approval in any one instance by or on behalf of Owner shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

14. Assignment and Subcontracts. This Agreement is personal to Developer, and Developer shall have no right, power or authority to assign this Agreement, or any portion hereof, either voluntarily, involuntarily or by operation of law, without the prior express written approval of Owner, which approval may be withheld by Owner in its sole discretion. In the event that Owner sells the Property to any entity controlled by Owner or any of Owner's general partners, directly or indirectly, the consent of Developer to the assignment of this Agreement to such purchaser shall not be required. Without waiver of the foregoing provisions, all of the provisions hereto shall inure to the benefit of and be binding upon each party's respective successors and assigns, but shall not inure to the benefit of or be enforceable by any other party.

15. Further Assurances. Each party to this Agreement agrees that at any time and from time to time after the date hereof it will, at its sole cost and expense, immediately following the reasonable request of the other party hereto, promptly execute, acknowledge (if necessary) and deliver, or cause to be promptly executed, acknowledged (if necessary) and delivered, such agreements, certificates, statements, instruments and documents, and promptly cause to be taken such other and further steps and actions as may be required by law or as shall reasonably be deemed necessary by the other party hereto in order to more fully effect, evidence or carry out the intent and purposes of this Agreement. Developer agrees to execute and deliver to Owner, promptly upon request, an agreement in such form as any lender providing financing for the Project may reasonably specify acknowledging that Owner has granted a security interest in this Agreement to such lender and that Developer will complete its services under this Agreement at such lender's request in the event of Owner's default hereunder or under the financing documents, and setting forth such other related matters as the lender may reasonably require.

16. Notices. All notices, demands, consents, approvals or other communications ("Notices") required or permitted under this Agreement shall be in writing and shall be delivered by personal service or by certified or registered mail, postage prepaid, return receipt requested, to the applicable party at the address hereafter set forth:

If to Owner:

If to Developer:

Notwithstanding the foregoing, the parties may, by like Notice, change the address or designate different recipients for the giving of future Notices. All Notices given as provided herein shall be deemed received upon personal delivery or 72 hours after mailing.

17. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be determined by any Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

18. Governing Law. This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona.

19. Miscellaneous.

19.1 Headings; Gender and Number. The titles and headings in this Agreement are for convenience only and shall in no way affect, limit or control the meaning or application of any article or section hereof. This Agreement shall be so construed that whenever applicable the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, and the use of the feminine, masculine or neuter gender shall include the other genders.

19.2 Benefit of Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Developer; there are no intended third-party beneficiaries of this Agreement.

20. Entire Agreement: This Agreement contains the entire understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein. This Agreement may not be altered or amended except in writing signed by all parties hereto.

21. Construction of Provisions. Owner and Developer each agree that each of them and their respective counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the party with primary drafting responsibility shall not apply to this Agreement or to any provision hereof or to any exhibits annexed hereto.

22. Time of Essence. Time is of the essence of this Agreement and of each party's performance of its obligations hereunder.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by one of the parties hereto, with the same force and effect as though all the parties executing such counterparts had executed but one instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above-written.

OWNER:

By:

Its:

DEVELOPER:

By:

Its:

LEGAL DESCRIPTION

**Neighborhood Notification
Open House Information
Citizen Comments**

(2x) 4' x 4' digital print on MDO

EARLY NOTIFICATION OF PROJECT UNDER CONSIDERATION

NEIGHBORHOOD OPEN HOUSE MEETING:

DATE: FEBRUARY 25, 2013

TIME: 6:00 PM TO 7:30 PM

LOCATION: APPALOOSA LIBRARY, 7377 E. SILVERSTONE DRIVE, SCOTTSDALE AZ 85255

SITE ADDRESS: 7227 E PINNACLE PEAK ROAD, SCOTTSDALE AZ 85255

- **DESCRIPTION OF REQUEST:** MODIFICATION TO STIPULATIONS
- **DESCRIPTION OF PROJECT AND PROPOSED USE:** RETAIL SHOPPING CENTER, FEATURING SPROUTS AS ANCHOR
- **SITE ACREAGE:** 12.35 ACRES
- **SITE ZONING:** C2

APPLICANT CONTACT: EISENBERG COMPANY

PHONE NUMBER: 602-468-6100

EMAIL: JASON@EISENBERGCOMPANY.COM

CITY CONTACT: JESUS MURILLO


PHONE NUMBER: 480-312-7849

EMAIL: JMURILLO@SCOTTSDALEAZ.GOV

PRE-APPLICATION# 709-PA-2012 AVAILABLE AT CITY OF SCOTTSDALE: 480-312-7000

AFTER SUBMITTAL, PROJECT INFORMATION IS AVAILABLE AT: WWW.SCOTTSDALEAZ.GOV/PROJECTS/PROJECTSINPROCESS

POSTING DATE: 2/8/13

 budgetsignsaz.com	Project: 43923-Polly_Eisenberg-4x4-Project-Sign	DATE: 2/11/13
	Contact: DJ dj@budgetsignsaz.com	FOR OFFICE USE BELOW:
	Ph: 602-955-4686 Fax: 602-957-3032	EMAILED: TIME:
	2535 E. Indian School Rd. Phoenix, AZ 85016	Designer: CREE Revision: # 0 Created: 2/11/13

15-ZN-2005 #2
2/12/2013

SILVERSTONE OPENING
AT PINNACLE PEAK SUMMER OF 2014

SHOPS & PADS AVAILABLE JOIN **SPROUTS**
FARMERS MARKET

Eisenberg Company (602) 468-6100

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- DESCRIPTION OF PROJECT AND PROPOSED USE:
- SITE AREA:
- SITE ZONING:

MODIFICATION TO STIPULATIONS
 RETAIL SHOPPING CENTER, FEATURING SPROUTS AS ANCHOR
 12.35 ACRES
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 PHONE NUMBER: 602-468-6100
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AFTER HOURS: PROJECT INFORMATION IS AVAILABLE AT WWW.SCOTTSDALEAZ.GOV/PROJECTS/PUBLICNOTICEPROCESS

POSTING DATE: 2/1/13

15-ZN-2005 #2
 2/12/2013

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- | | |
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POSTING DATE: 2/12/2013

15-ZN-2005 #2
2/12/2013

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|--|---|
| • DESCRIPTION OF REQUEST: | MODIFICATION TO STIPULATIONS |
| • DESCRIPTION OF PROJECT AND PROPOSED USE: | RETAIL SHOPPING CENTER, FEATURING SPROUTS AS ANCHOR |
| • SITE ACREAGE: | 12.35 ACRES |
| • SITE ZONING: | C2 |

APPLICANT CONTACT: EISENBERG COMPANY

PHONE NUMBER: 602-468-6100

EMAIL: JASON@EISENBERGCOMPANY.COM

CITY CONTACT: JESUS MURILLO

PHONE NUMBER: 480-312-7849

EMAIL: JMURILLO@SCOTTSDALEAZ.GOV

PRE-APPLICATION# 709-PA-2012 AVAILABLE AT CITY OF SCOTTSDALE: 480-312-7000

AFTER SUBMITTAL, PROJECT INFORMATION IS AVAILABLE AT: WWW.SCOTTSDALEAZ.GOV/PROJECTS/PROJECTSINPROCESS

POSTING DATE: 2/8/13

15-ZN-2005 #2
2/12/2013

OPENING
WINTER OF 2014



8-6100

EARLY NOTIFICATION OF PROJECT UNDER CONSIDERATION

NEIGHBORHOOD OPEN HOUSE MEETING:

DATE: FEBRUARY 25, 2013
TIME: 6:00 PM TO 7:30 PM
LOCATION: APPALOOSA LIBRARY, 7377 E. SILVERSTONE DRIVE, SCOTTSDALE AZ 85255

SITE ADDRESS: 7227 E PINNACLE PEAK ROAD, SCOTTSDALE AZ 85255

- DESCRIPTION OF REQUEST: MODIFICATION TO STIPULATIONS
- DESCRIPTION OF TRACT AND PROPOSED USE: RETAIL SHOPPING CENTER, FEATURING SPROUTS AS ANCHOR
- SITE ACREAGE: 12.35 ACRES
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POSTING DATE: 2/9/13

15-ZN-2005 #2
2/12/2013



Affidavit of Sign Posting

Project Under Consideration Sign (White)

Public Hearing Notice Sign (Red)

Case Number: 709-PA-2012

Project Name: SILVERSTONE

Location: SEC SCOTTSDALE RD @ PINNACLE PEAK

Site Posting Date: 2/8/13

Applicant Name: EISENBERG COMPANY

Sign Company Name: BUDGET SIGNS

Phone Number: 602-955-4686

I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

[Signature]
Applicant Signature

2/12/13
Date

Return completed original signed and notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal. E-mail copy to your project coordinator.

Acknowledged before me this the 12th day of FEBRUARY 2013



[Signature]
Notary Public

My commission expires: JANUARY 14, 2014

Planning, Neighborhood & Transportation Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



Citizen Review Checklist (ZN)

The Citizen Review Process is required for all: Rezoning, Zoning Stipulation Amendments, Council Approved Amended Development Standards, and City Council Site Plan Approvals. This packet has been prepared in conformance with and as a supplement to Zoning Ordinance, Section 1.305.C, Citizen Review Process. *If you have questions on these requirements, please contact the Current Planning Division at 480-312-7000*

This application is for a:

- Rezoning
- Zoning Stipulation Amendments
- Council Approved Amended Development Standards
- City Council Site Plan Approvals

If you are filing for a General Plan amendment, you must comply with Resolution 5135 for Neighborhood Involvement. If you are filing an application for any other type of project you need a Neighborhood Notification Packet; please contact your Project Coordinator for more information.

The Citizen Review Process ensures early notification and involvement prior to the filing of a formal application.

Step 1: Citizen Review Plan: Provide a written statement to your Project Coordinator, at least two weeks prior to the first open house meeting, outlining the information below.

- Where and when the open house will be held
- How and when neighbors will be notified:

<p>Provide information by:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1st Class Letter or Postcard <input type="checkbox"/> In Person <input type="checkbox"/> Phone call <input type="checkbox"/> Certified Mail <input type="checkbox"/> Door Hangers/Flyers 	<p>To:</p> <ul style="list-style-type: none"> <input type="checkbox"/> All property owners and HOAs within proposed area <input checked="" type="checkbox"/> Property owners and HOAs within 750' <input type="checkbox"/> School District(s)* <input checked="" type="checkbox"/> Interested Party list (provided by Project Coordinator) <input type="checkbox"/> Residents/Tenants
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- When the "Project Under Consideration" sign will be posted and what it will say
- How many neighborhood meetings will be held?

* School districts shall be notified 30 days prior to filing the formal application when the rezoning from a non-residential to a residential district or when greater residential densities are proposed. Refer to the Collaborative City and School Planning packet.

Step 2: Project Under Consideration: Post the Sign - (4'x4' Black and White sign) post on-site at least ten (10) calendar days prior to the first open house meeting. The sign shall include the following:

- Project Overview: description of request, proposed use, site acreage, site zoning
- Time, Date and Location of the open house meeting/s
- Applicant and City Staff Contact Information- contact persons and phone numbers to call for more information, and the Pre-Application number
- City's web site address: www.scottsdaleAZ.gov/projects/ProjectsInProgress
- Sign posting date

Planning, Neighborhood & Transportation Division

**15-ZN-2005 #2
2/12/2013**

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



Citizen Review Checklist

(ZN)

Step 3: Notification Letters: Send a letter, by first class mail at least ten (10) calendar days* prior to the open house meeting. Include the following items:

- Time, date, and location of the open house meeting
- Applicant and City staff contacts, telephone numbers and email addresses
- City case file number (Pre-Application Number) and City web site address
- A detailed description of the project and information concerning the applicant's request
- Preliminary site plan and/or project location map

Step 4: Open House Meeting: Hold the Open House Neighborhood Meeting onsite or at a location near the site, within 45 days prior to your formal submittal. E-mail open house information to project coordinator and to: planninginfo@scottsdaleaz.gov. From the Open House provide the following:

- Sign-in sheets
- Comment sheets
- Written summary of meeting.

Additional Open House Meeting(s) required ____. In some cases, the City of Scottsdale Project Coordinator may require more than one applicant-held Open House. Additional open house meetings have the same requirements and shall be advertised in the same manner as the initial open house meeting.

Step 5: Complete a Citizen Review Report: All citizen outreach and input shall be documented in the Citizen Review Report and shall be submitted with the formal application. The Citizen Review Report shall include:

A. Details of the methods used to involve the public including:

1. A map showing the number of and where notified neighbors are located.
2. A list of names, phone numbers/addresses of contacted parties (e.g. neighbors/property owners, School District representatives, and HOA's).
3. The dates contacted, how they were contacted, and the number of times contacted.
4. Copies of letters or other means used to contact neighbors, school districts, and HOA's.
5. The completed affidavit of mailing. (See attached)
6. List of dates and locations of all meetings
7. The Open house sign-in sheets, a list of people that participated in the process, and comment sheets.
8. The completed affidavit of sign posting with a time/date stamped photo. (See attached)

B. A written summary of the comments, issues, concerns and problems expressed by citizens during the process including:

1. The substance of the comments, issues, concerns and problems.
2. The method by which the applicant has addressed or intends to address the issues, concerns and problems identified during the process.

Related Resources:

- Project Under Consideration Sign Posting Requirements
- Affidavit of Posting
- Public Hearing Sign Posting
- Collaborative City and School Planning packet

15-ZN-2005 #2
2/12/2013

Planning, Neighborhood & Transportation Division

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



Site Posting Requirements

For Early Notification of Project Under Consideration (White Sign)

POSTING SPECIFICATIONS

Early Notification of Project Under Consideration	←	3½" Bold Letters
Neighborhood Open House Meeting:	←	2" Bold Letters
Date:	←	1" Bold Letters
Time:	←	1" Bold Letters
Location:	←	1" Bold Letters
Site Address: _____, Scottsdale, AZ _____		
Project Overview:	←	1½" Bold Letters
• Description of Request:		
• Description of Project and Proposed Use:		
• Site Acreage:		
• Site Zoning:	←	1" Bold Letters
Applicant Contact:		
Phone Number:		
Email Address:		
City Contact:		
Phone Number:	←	1½" Bold Letters
Email:		
Pre-Application #: _____ Available at City of Scottsdale: 480-312-7000		
After submittal, project information is available at: www.scottsdaleaz.gov/projects/ProjectsInProcess	←	1" Bold Letters
Posting Date:	←	¾" Bold Letters
<small>-Penalty for removing or defacing sign prior to date of last hearing -Applicant Responsible for Sign Removal</small>		

1. 4' x 4' in size
2. Laminated plywood or MDO board
3. Front, back, and all edges painted with two coats of white acrylic exterior enamel
4. Black lettering sized per above (decals)
5. Sign attached w/ 6 screws to 2-4" x 4" x 8' wood poles

Lettering Size

SITE POSTING INSTRUCTIONS

1. Post site at least 10 working days prior to the 1st open house meeting or within 10 days of submittal, whichever is sooner. Please call your Project Coordinator if you have questions.
2. Provide the following proof of posting in the Citizen Review/ Neighborhood Involvement Report:
 - a) Notarized affidavit of posting
 - b) Date/Time stamped photo of sign posted on site
3. Maintain posting until 30 days after City Council hearing. Applicant responsible for sign removal.

Possible Sign Vendors

You may use the sign vendor of your choice. This list is not an endorsement. You may use any sign provider.

1. Scottsdale Signs (Sign-A-Rama)
480-994-4000
2. Dynamite Signs
480-585-3031

15-ZN-2005 #2
2/12/2013

15. SITE POSTING REQUIREMENTS



Site Posting Requirements

For Early Notification of Project Under Consideration (White Sign)

POSTING SPECIFICATIONS

<p style="text-align: center;">Early Notification of Project Under Consideration</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>Neighborhood Open House Meeting: Date: Time: Location:</p> </div> <p>Site Address: _____, Scottsdale, AZ _____</p> <p>Project Overview:</p> <ul style="list-style-type: none"> • Description of Request: • Description of Project and Proposed Use: • Site Acreage: • Site Zoning: <p>Applicant Contact: Phone Number: Email Address:</p> <p>City Contact: Phone Number: Email:</p> <p>Pre-Application #: _____ Available at City of Scottsdale: 480-312-7000</p> <p>After submittal, project information is available at: www.scottsdaleaz.gov/projects/ProjectsInProgress</p> <p>Posting Date: <small>-Penalty for removing or defacing sign prior to date of last hearing -Applicant Responsible for Sign Removal</small></p>	<p>← 3½" Bold Letters</p> <p>← 2" Bold Letters</p> <p>← 1" Bold Letters</p> <p>← 1½" Bold Letters</p> <p>← 1" Bold Letters</p> <p>← 1½" Bold Letters</p> <p>← 1" Bold Letters</p> <p>← 1" Bold Letters</p> <p>← ¾" Bold Letters</p>
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1. 4' x 4' in size
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480-994-4000
2. Dynamite Signs
480-585-3031

15-ZN-2005 #2
2/12/2013

(2x) 4' x 4' digital print on MDO

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POSTING DATE: 2/8/13



Project: 43912-Polly_Eisenberg-4x4-Project-Sign		DATE: 2/8/13	
FOR OFFICE USE BELOW:			
Contact: DJ		dj@budgetsignsaz.com	
Ph: 602-955-4686		Fax: 602-957-3032	
2535 E. Indian School Rd. Phoenix, AZ 85016		Designer: ROB	Revision: # 0
		Created: 2/8/13	

15-ZN-2005 #2
2/12/2013

16 THROUGH # 19

N/A