

When recorded, mail to:

City Clerk  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

**AMENDMENT TWO**  
to  
**Fourth Amended and Restated Development Agreement and Waiver**  
for  
**Aspen Place at the Sawmill Commercial Parcels**

The following Amendment to the Fourth Amended and Restated Development Agreement and Waiver for Aspen Place at the Sawmill (this “Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2013 and is incorporated into and made a part of that certain Fourth Amended and Restated Development Agreement and Waiver dated August 11, 2010 and recorded in the Coconino County Records as Document No. 2010-3570207 (the “Fourth Amended and Restated Agreement”), as amended by Amendment One dated October 26, 2011 and recorded in the Coconino County Records as Document No. 3609215 with regard to the Residential Parcels only. Capitalized terms not defined herein shall have the meaning assigned to them in the Fourth Amended and Restated Agreement. This Amendment is made pursuant to Section 10.4 of the Fourth Amended and Restated Agreement, which permits the City and the Owner of a portion of Aspen Place at the Sawmill to amend the Agreement insofar as it affects that Owner’s portion of the Property. This Amendment only affects the Commercial Parcels as defined in Section 1 of this Amendment, below, and only operates to amend the Fourth Amended and Restated Agreement as to the Commercial Parcels for each individual Owner thereof. Accordingly, this Amendment is made by the City of Flagstaff (“City”) and Flagstaff Aspen Place, LLC, a Delaware limited liability company (“Owner” or “Flagstaff Aspen Place”), as successor in interest to Aspen Place North, LLC of the Commercial Parcels, in their entirety, and Alliance Bank of Arizona, as successor in interest to Flagstaff Aspen Place as to a portion of the Commercial Parcels as provided in Section 1, below.

NOW, THEREFORE , in consideration of the foregoing and the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Fourth Amended and Restated Agreement as follows:

**1. The fourth sentence of Recital A is amended as follows:**

**Exhibit C** ~~depicts~~ DESCRIBES the parcels of land owned by ~~Aspen Place North, L.L.C.~~ FLAGSTAFF ASPEN PLACE, LLC, as successor in interest to ~~Butler & Lone Tree, L.L.C.,~~ ASPEN PLACE NORTH, LLC, an Arizona limited liability company, and ALLIANCE BANK OF ARIZONA, A DIVISION OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION (the COLLECTIVELY, “Commercial Parcels”).

**2. The second sentence of Recital C is amended as follows:**

WITH REGARD TO THE COMMERCIAL PARCELS, the REVISED SITE PLAN OF THE Master Plan DATED AUGUST 7, 2013, amends and restates in its entirety the “REVISED SITE PLAN OF THE Master Plan dated ~~September 14, 2005, as amended by Circle West Architects, PC, for the Sawmill District~~ DECEMBER 7, 2006.”

**3. Recital D is amended as follows:**

The Final Subdivision Plat for Aspen Pace at the Sawmill Improvement District was approved for the Property and recorded on May 14, 2007 and recorded in the Coconino County Records as Document No. 3438431 (~~the “Final Plat”~~) AND AMENDED ON DECEMBER 21, 2010 AND RECORDED IN THE COCONINO COUNTY RECORDS AS DOCUMENT NO. 3583171 (AS AMENDED, THE “FINAL PLAT”).

**4. Recital F is amended as follows:**

~~The current zoning of the Residential Parcels is High Density Residential, except for residential lots 106-115 which are zoned Urban Commercial District, and The current zoning for the Grocery Parcel and Commercial Parcels is Urban HIGHWAY Commercial District.~~

**5. Section 2, Zoning, is amended as follows:**

Zoning. Owners hereby agree to be subject to all the terms and conditions, and stipulations of City Ordinances 20016-13, ~~and~~ 2006-31, AND 2013-23, attached as ~~Exhibits I and J~~ N and incorporated by this reference (the “Zoning Ordinance”). Regarding the Zoning Ordinance, the City acknowledges and agrees that the zoning for the Commercial Parcels and Grocery Parcel is vested as ~~Urban~~ Highway Commercial, ~~and the zoning for the Residential Parcels is vested as High Density Residential, except for residential lots 106-115 which are zoned and vested Urban Commercial District.~~

**6. The second sentence of Section 3, Development Standards, is amended as follows:**

The City and Owners expressly acknowledge and agree that as consideration for Owner’s prior cooperation in the Lone Tree realignment, and prior land dedications and construction of other improvements for the benefit of the City as set forth in this Agreement, development of NON-RESIDENTIAL AND THE FIRST 18 RESIDENTIAL UNITS WITHIN THE COMMERCIAL PARCELS, AND DEVELOPMENT OF THE Grocery Parcel will not be subject to any impact fees which ARE CURRENTLY REQUIRED OR may be implemented by the City in the future, but the Property will be subject to applicable IMPROVEMENT district fees.

**7. A new Section 3.1, Affordable Housing, is provided as follows:**

3.1 Affordable Housing. Owner acknowledges the City of Flagstaff's affordable housing set-aside policy but is not seeking any of the affordable housing incentives set forth in the 2011 City of Flagstaff Zoning Code. Owner is aware of the many goals, policies and strategies listed in the Flagstaff Area Regional Land Use and Transportation Plan related to the lack of affordable housing units within Flagstaff. With the development of the Commercial Parcels, Owner intends to provide market rate housing units for rental purposes. Owner, acknowledging that the development of the Commercial Parcels will not directly impact affordable housing shortages within Flagstaff, agrees to contribute \$25,000.00 within 10 business days of the certificate of occupancy for any residential unit within the Commercial Parcels to further the efforts of the City in addressing the lack of affordable housing units within the community. Further, the City and Owner acknowledge the prior contribution of Parcel 117 to the City with the recordation of the Aspen Place at Sawmill Final Plat.

**8. Section 6.2.2 under Section 6.2, Commercial Development, is amended as follows:**

~~6.2.2 Residential uses located in the UC HIGHWAY COMMERCIAL zoning district are permitted on the second floor, BEHIND or above COMMERCIAL BUILDINGS, by right, THROUGH THE MIXED USE DESIGNATION AS PROVIDED IN THE FLAGSTAFF ZONING CODE, EFFECTIVE NOVEMBER 11, 2011 ("THE ZONING CODE"). Any residential units depicted on the Master Plan located above a commercial building are conceptual in nature and are not required to be constructed. However, if single story buildings are constructed on Lots 125 or Lot 126, the design of the building shall not preclude the later construction of residential units above such single story commercial buildings. As used in the immediately preceding sentence, "shall not preclude" shall mean that the single story commercial buildings can be structurally modified in the future to accommodate residential units above the single story building.~~

**9. Section 6.3.1 under Detention Basins, is amended as follows:**

6.3.1 The underground detention system including all appurtenances shall be a publicly owned facility dedicated to the City. However, all maintenance responsibilities shall be that of the Home Owners Association(s) ("HOA(s)"), OR THE DECLARANT OR PROPERTY OWNERS ASSOCIATION ("POA(S)") WITH REGARD TO THE COMMERCIAL PARCELS. Due to the complex nature of the system and difficulty of access to the system, the HOAs, DECLARANT OR POA(S) shall retain the services of a qualified agency to inspect on a bi-annual basis as a minimum, and to provide maintenance services, as necessary.

**10. Section 6.4, Existing Streetscape Landscaping, is amended as follows:**

Existing Streetscape Landscaping. Existing streetscape landscaping along Lone Tree Road and Butler Avenue must be maintained, transplanted to equivalent locations, or replaced with landscaping of a similar species in equivalent locations. Existing streetscape landscaping cannot be used to offset the landscape requirements of the ZONING Land Development Code. All landscaping from the back of curb to right-of-

way line on ~~internal~~ PUBLIC streets will be maintained by the HOA(s), OR WITH REGARD TO THE COMMERCIAL PARCELS, THE DECLARANT OR POA(S), AS APPLICABLE.

**11. A new Section 6.5, Existing Unused Utility Services, is added as follows:**

Existing Unused Utility Services. With regard to the Commercial Parcels, Owner, its successors and/or assigns, agree to abandon all unused public utility services, including water, wastewater and reclaimed services, in compliance with the City of Flagstaff Engineering Standards, and more specifically, Sections 13-06-007-0002(P)(2) and 13-09-003-0007(G) thereof, prior to the first certificate of occupancy (“COO”) within the applicable Commercial Parcel. Owner, its successors and/or assigns agree to cooperate with City, and to pay for the City’s direct expenses incurred to abandon the unused public utility services, including water, wastewater and reclaimed services. Those public utility services to be abandoned are depicted in the Abandonment of Unused Public Utility Services Plan, attached as **Exhibit O**, and incorporated by this reference.

**11. Section 6.6.5, Open Space Requirements, is amended include a new sentence at the end of the paragraph as follows:**

For the Commercial Parcels, the City acknowledges that the revised Master Plan complies with the Zoning Code open space requirements.

**12. Section 7, Rights- of-Way Dedication, is amended follows, and a new Section 7.1.1 is added:**

Right-of Way Dedication and Maintenance. EXCEPT AS PROVIDED IN THIS SECTION, all right-of-way dedications required within the Property ~~were~~ HAVE BEEN completed ~~in conjunction with the Final Plat~~ AS OF THE DATE OF THIS AMENDMENT, INCLUDING THE ADDITIONAL DEDICATIONS MADE TO THE CITY BY THE OWNER ASSOCIATED WITH THE NEW RIGHT TURN LANE FROM BUTLER ONTO WINDSOR. A PORTION OF (1) THE SIDEWALK IMPROVEMENTS ALONG SOUTH WINDSOR DRIVE ABUTTING THE FRONTAGE OF THE COMMERCIAL PARCELS AND (2) ON-STREET PARKING SPACES ALONG EAST KENSINGTON DRIVE REMAIN ON PRIVATE PROPERTY. THESE EXISTING ~~IMPROVEMENTS~~ IMPROVEMENTS ARE REQUIRED TO BE DEDICATED TO THE CITY PRIOR TO BUILDING PERMIT ISSUANCE FOR THE VILLAGE AT ASPEN PLACE AS PROVIDED FOR IN PC REZ 13-0001 (“THE VILLAGE AT ASPEN PLACE”). FURTHER, AS OF THE DATE OF THIS AMENDMENT, OWNER IS CONSTRUCTING A TEMPORARY, SOUTHBOUND LEFT-TURN ACCESS FROM LONE TREE ONTO CHURCHILL DRIVE (THE “TEMPORARY ACCESS”). THE TEMPORARY ACCESS WILL BE ALLOWED BY THE CITY UNTIL SUCH TIME THAT PHYSICAL, OPERATIONAL OR OTHER MODIFICATIONS TO LONE TREE ROAD MAKE THIS LEFT TURN UNVIABLE, AT THE CITY’S SOLE DISCRETION. UPON 60 DAYS NOTICE TO THE OWNER, THE CITY MAY CLOSE THE TEMPORARY ACCESS. Owners acknowledge that all other improvements in the right-of-way (such as water, detention

facilities, sidewalks (subject to the City's cost sharing policy under which the City pays 50% and the HOA(s) pay 50% of maintenance costs in residential areas only), any on-street parking spaces, street lights, AND landscaping) shall be maintained in perpetuity by the HOA(s), DECLARANT OR POA(S), AS APPLICABLE. The HOA(s), DECLARANT OR POA(S) shall also be responsible for snow removal outside the vehicular "travel way," as GENERALLY depicted on **Exhibits K and L**, Public and Private Maintenance exhibits, attached to this Agreement. The City and HOA(s), DECLARANT AND/OR POA(S), AS APPLICABLE, may elect to jointly resurface the "travel way" and any on-street parking areas which would require the HOA(s), DECLARANT AND/OR POA(S) to contribute on a pro-rated basis, to the City for paving and restriping the on-street parking spaces.

7.1.1. Owner acknowledges that all improvements in the right-of-way (such as water detention facilities, sidewalks, street furniture, pedestrian path lighting, private building encroachments, any on-street parking spaces and landscaping) shall be maintained in perpetuity by the Declarant or POA, as applicable, for the Commercial Parcels. Unless otherwise agreed to by the parties, Owner will ensure that maintenance and repair agreements involving work in the public rights-of-way entered into by Owner shall include the following indemnification provisions for the benefit of the City:

"Contractor agrees to indemnify, defend and hold harmless the City of Flagstaff, its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, demands, actions, liabilities, damages, losses or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (collectively referred to as "Claims") for personal injury or bodily injury (including death) or property damage caused, in whole or in part, by willful misconduct or negligent acts or errors of Contractor, or any of Flagstaff Aspen Place's directors, officers, agents, employees, and subcontractors related to work performed to this maintenance and repair agreement."

**13. Section 8, Construction of Public and Other Related Improvements, is amended as follows, and Sections 8.1.1, 8.1.2, and 8.1.3 are hereby deleted in their entirety:**

The City acknowledges that with the exception of the landscaping improvements, SIDEWALKS, STREET FURNITURE, PEDESTRIAN PATH LIGHTING AND ON-STREET PARKING SPACES IN CONNECTION WITH THE DEVELOPMENT OF THE VILLAGE AT ASPEN PLACE AND discussed in this Section, ~~parking stall striping on sections of Piccadilly Drive, and associated ADA parking details,~~ the construction and dedication of all public improvements have been completed, and the City agrees to assume, at the City's expense, the maintenance and repairs of all public improvements in accordance with City policies, except as modified in Sections 6 and 7 above. Specifically, the scope and nature of the remaining improvements to be constructed in connection with the ~~Project~~ COMMERCIAL PARCELS are as follows:

8.1 Landscaping Improvements. ~~The required landscape construction improvements in the rights of way, as shown in the landscape plans prepared by the Campbell~~

Collaborative for Aspen Place at Sawmill, dated 02/14/2007, consisting of Sheet Numbers L.1.0 through S1.1 (the "Landscape Plans"), have not all been constructed by the present COMMERCIAL PARCEL Owners, as of the date of this Agreement. This includes landscaping and irrigation of remaining parkways, tracts, and one park or plaza as shown in **Exhibit M**, attached to this Agreement, which consists of: (1) Sheet Number L2.0 of the Landscape Plans with a depiction of landscape improvements not yet completed; and (2) a Table of Lots and Tracts that delineates the responsibility of the developer or owner of each lot. The future developer or Owners(s) of THE remaining Commercial and residential Parcels TO BE DEVELOPED will be required to show the landscaping improvements for their lot(s) as detailed in THE LANDSCAPE PLANS PREPARED BY THE CAMPBELL COLLABORATIVE FOR ASPEN PLACE AT SAWMILL, DATED 02/14/2007, CONSISTING OF SHEET NUMBERS L.1.0 THROUGH S1.1 (COLLECTIVELY, THE "LANDSCAPE PLANS"), **Exhibit M**, on their development applications and are responsible for completion of the adjacent landscape improvements within the right-of-way. The City will not issue certificates of occupancy for a building until the landscape improvements FOR THAT PARCEL have been installed and accepted by the City. All landscaping FOR THE COMMERCIAL PARCELS shown in **Exhibit M** LOCATED BETWEEN THE BUILDING(S) AND THE TRAVEL WAY must be maintained by THE DECLARANT OR a POA(s) ~~property owners' associations(s)~~.

**14. Section 9, Notices, is amended as follows:**

Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been given if (1) delivered to the party at the address set forth below during normal business hours, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, with sufficient postage, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

To City:

City Manager  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

To Owners OF COMMERCIAL  
PARCELS:

ALLIANCE BANK OF ARIZONA  
214 E. BIRCH  
FLAGSTAFF, ARIZONA 86001  
ATTN: SHERRI SLAYTON

WITH COPY TO:

ALLIANCE BANK OF ARIZONA  
ONE E. WASHINGTON, SUITE  
1400  
PHOENIX, ARIZONA 85004

ATTN: MELISSA  
GOLDENBERG

FLAGSTAFF ASPEN PLACE,  
LLC, LLC  
ONE EAST WASHINGTON,  
SUITE 300PHOENIX, AZ 85004  
ATTN: BRETT HERON

9.1 Notices will be deemed received (1) when delivered to the party, (2) three business days after being sent by U.S. mail, certified and return receipt requested, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized and reputable overnight delivery service.

**15. Section 11, Waiver of Claim for Diminution in Value, is amended as follows:**

11. Waiver of Claim for Diminution in Value. Each Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that it may have, now or in the future, for any “diminution in value” and for any “just compensation” under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138, (the “Act”) in connection with the application of the City’s existing land use laws and including Ordinance Numbers 2006-13, and 2006-31 AND 2013-23 regarding the Property (collectively, the “Laws”). This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Laws with regard to the subject Property. Owner agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney’s fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney’s fees or costs under the Act that they may have, as a result of the application of the Laws upon the Property.

**16. The following Exhibits C, F and K to the Fourth Amended and Restated Agreement are replaced, Exhibit M is deleted, and new Exhibits N and O added as follows:**

<b>Exhibit C</b>	Legal Description Commercial Parcels – Modified
<b>Exhibit F</b>	Revised and Restated Master Plan – Commercial Parcel
<b>Exhibit K</b>	Public & Private Maintenance
<b>Exhibit N</b>	Commercial Parcels Zoning Ordinances
<b>Exhibit O</b>	Abandonment of Unused Public Utility Services Plan

**17. Miscellaneous.** This Amendment may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Except as expressly amended hereby, the Fourth Amended and Restated Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Amendment and Waiver to be executed by their duly authorized representatives as of the day and year first above written.

**City of Flagstaff, a municipal corporation**

\_\_\_\_\_  
Gerald W. Nabours, Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to form:**

\_\_\_\_\_  
City Attorney

**Flagstaff Aspen Place, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

**Alliance Bank of Arizona, a division of Western Alliance Bank, an Arizona corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF ARIZONA        )  
COUNTY OF COCONINO    )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared Gerald W. Nabours, Mayor of the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA        )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Flagstaff Aspen Place, LLC, its manager, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA        )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Alliance Bank, its \_\_\_\_\_, for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## **Exhibit C**

### **Flagstaff Aspen Place Commercial Parcels**

Lots 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 130 and 131 of Aspen Place at the Sawmill, according to plat recorded May 14, 2007 at Instrument Number 3438431, and Amendment recorded December 21, 2010 at Instrument No. 3583171, records of Coconino County, Arizona;

Except all oil, gas and other minerals as granted in Deed recorded in Docket 164, page 405, records of Coconino County, Arizona.

## Alliance Bank Commercial Parcel

Lot 118, Aspen Place at the Sawmill, according to plat recorded May 14, 2007 at Instrument Number 3438431, and Amendment recorded December 21, 2010 at Instrument No. 3583171, records of Coconino County, Arizona;

EXCEPT all oil, gas and other minerals, as granted in Deed recorded in Docket 164, Page 405, records of Coconino County, Arizona; and

EXCEPT that portion of the Northwest Quarter of Section 22, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona:

That portion of Lot 118, Amended Final Subdivision Plat for Aspen Place at the Sawmill, Instrument 3583171, dated December 21, 2010, Coconino County Records, lying northerly of the following described line:

Commencing at the northernmost northeast corner of said Lot 118, from whence the southernmost northeast corner of said Lot 118 lies South  $46^{\circ}27'22''$  East a distance of 35.17 feet along the northeasterly line of said Lot 118, per said Instrument 3583171;

Thence along said northeasterly line, and the westerly Right of Way line of Windsor Lane, South  $46^{\circ}27'22''$  East a distance of 4.22 feet to a line parallel with and 3.00 feet southerly of the northerly line of said Lot 118, and the Point of Beginning of the line;

Thence leaving said northeasterly line along said parallel line the following courses:

South  $88^{\circ}14'47''$  West a distance of 60.81 feet; and

South  $88^{\circ}57'22''$  West a distance of 68.72 feet;

Thence leaving said parallel line, North  $66^{\circ}01'02''$  West a distance of 7.09 feet to said northerly line, and the Terminus of the line.

**Exhibit F**

**Revised and Restated Master Plan – Commercial Parcel**

**[see following pages]**



# THE VILLAGE AT ASPEN PLACE

A NEW MIXED USE BUILDING FOR:

BUTLER AVE. & LONE TREE RD.

FLAGSTAFF, ARIZONA

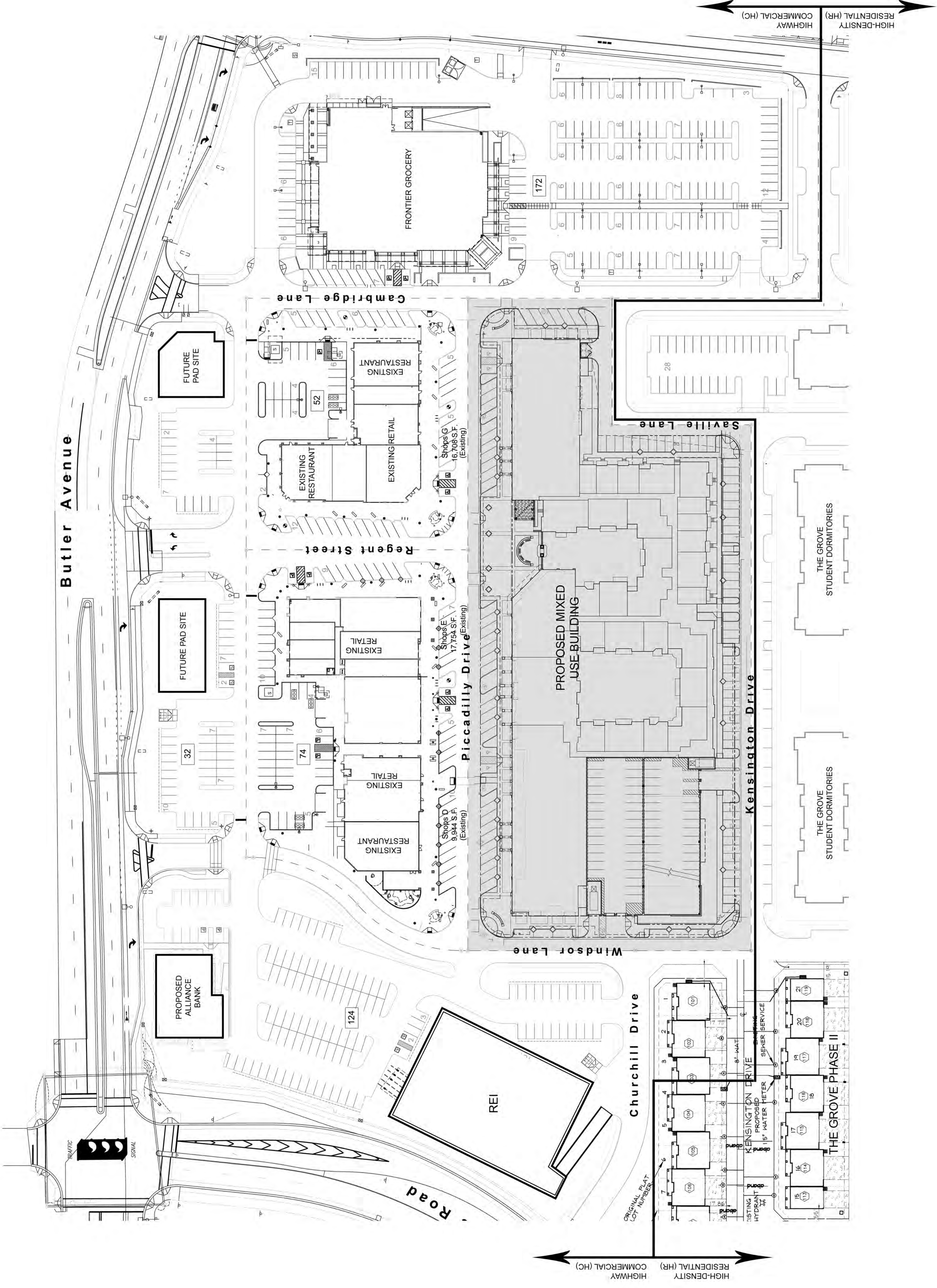
NSPJ ARCHITECTS  
 NEARING STAATS PELOGAR & JONES AIA CHARTERED

3515 W. 75<sup>TH</sup> ST. STE. 201  
 PRAIRIE VILLAGE, KANSAS 66208  
 PHONE 913.831.1415 FAX 913.831.1563  
 PWW.NSPJARCH.COM

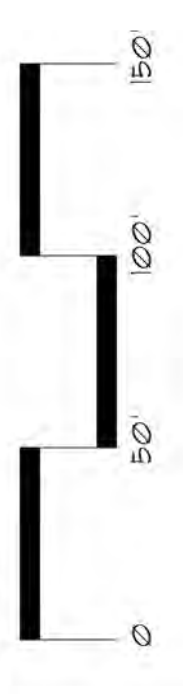
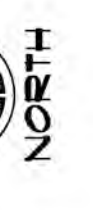
REVISIONS

DATE  
 June 28, 2013  
 Job No.  
 531713  
 SHEET NO.

A0.02



SURROUNDING DEVELOPMENT PLAN  
 SCALE 1"=50'-0"

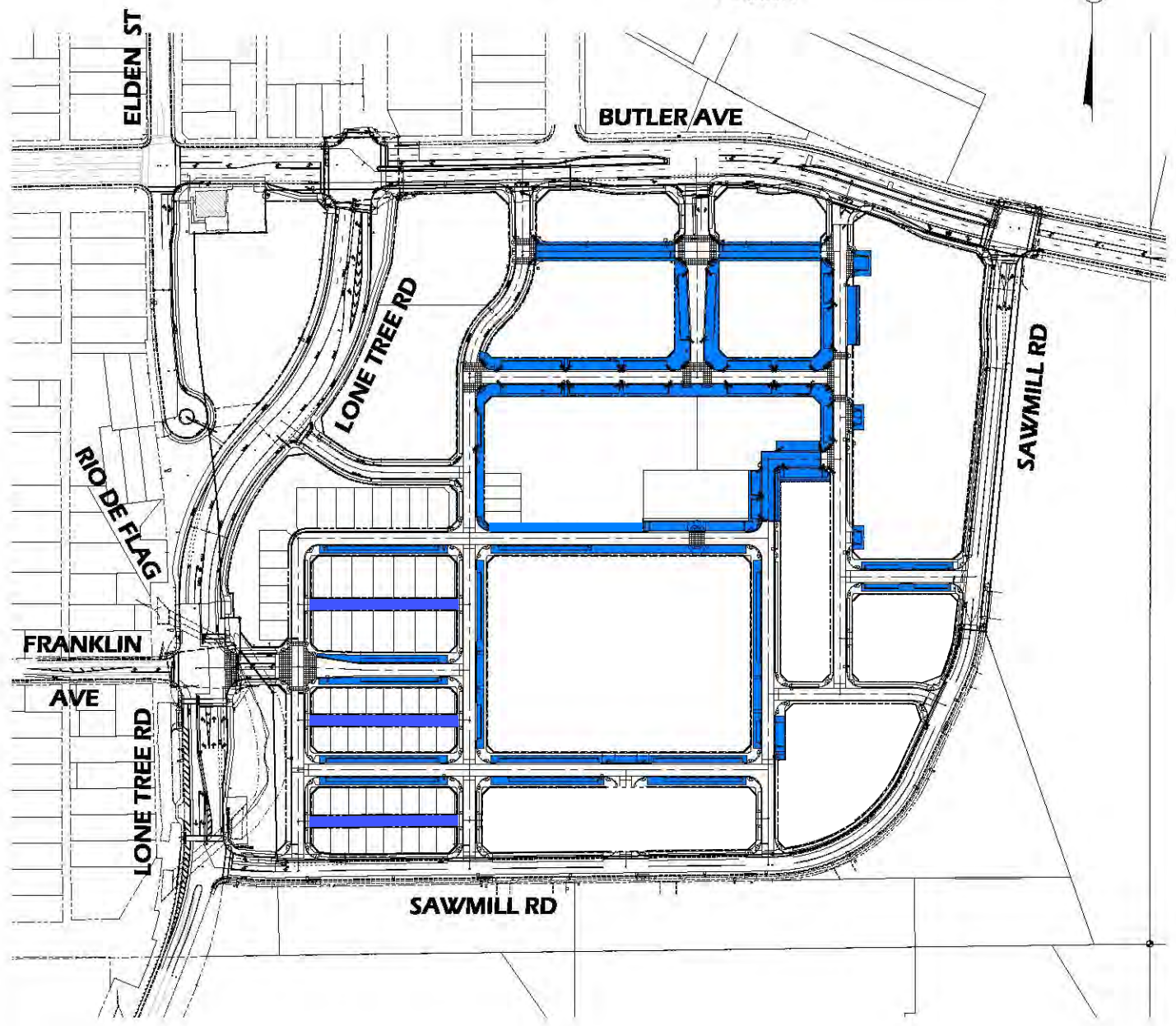
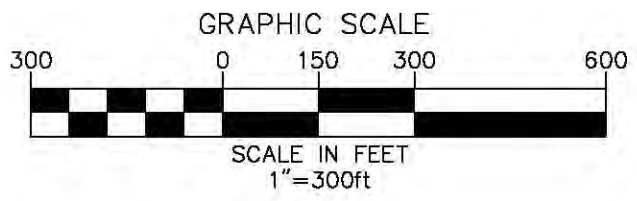




**Exhibit K**

**Public & Private Maintenance**

[see following page]



**LEGEND**

- PRIVATELY MAINTAINED IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY
- PUBLICLY MAINTAINED IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY

<b>ASPEN PLACE AT THE SAWMILL PUBLIC &amp; PRIVATE MAINTENANCE EXHIBIT K</b>		
		DATE

**Exhibit N**

**Commercial Parcels Zoning Ordinances**

**[see following pages]**





**ORDINANCE NO. 2006-13**

**AN ORDINANCE REZONING APPROXIMATELY 11.44 ACRES LOCATED AT 825 EAST BUTLER AVENUE FROM HR, HIGH-DENSITY RESIDENTIAL, TO UC, URBAN COMMERCIAL DISTRICT (CONDITIONAL).**

Whereas, the Flagstaff City Council ("Council") finds that the applicant has fully complied with section 10-10-004-0007 of the Land Development Code by virtue of having paid the required fee and having supplied the required documentation; and

Whereas, the Council has read and considered the staff reports prepared by the City's Planning Division and has reviewed the Conceptual Site Plan for the subject property, and has considered the narrative prepared by the applicant; and

Whereas, the Planning and Zoning Commission ("Commission") has formally considered the present rezoning application following proper notice and public hearing, and the Commission has recommended approval of the requested rezoning application subject to the applicant's compliance with certain conditions set forth herein below; and

Whereas, City staff ("staff") have recommended approval of the rezoning application, subject to the general conditions proposed by the Commission, as modified by staff, and the Council has considered each of the conditions and has found them to be appropriate for the site and necessary for the proposed development; and

Whereas, the Council finds that the proposed rezoning and approved Conceptual Site Plan with conditions will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

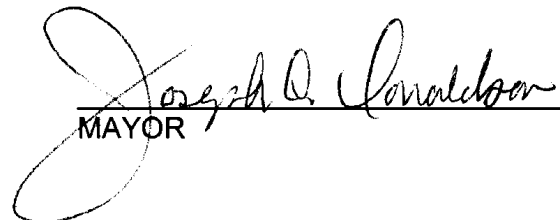
Section 1. That the subject property be rezoned from HR, High-density Residential, to UC, Urban Commercial District (conditional), as depicted in Exhibits A, B, C, and D attached to and made a part hereof.

Section 2. That the rezoning be conditional upon compliance with the provisions of the Land Development Code in the construction of the improvements shown upon the approved Conceptual Site Plan and be further conditioned upon the applicant's adherence to and satisfaction of the following general conditions proposed by the Commission:


GENERAL CONDITIONS:

1. The subject property shall be developed according to the Master Plan, dated September 14, 2005, as amended by Circle West Architects, PC, for the "Sawmill District," as presented with the rezoning request.
2. The project must comply with the terms and provisions of the "Amended and Restated Development Agreement" for the "Sawmill District," as presented with the rezoning request.
3. The project must comply with all requirements of the Land Development Code and other applicable City codes, ordinances and regulations.
4. The offsite improvements depicted in the Master Plan, dated September 14, 2005, must be constructed.
5. If at the expiration of two (2) years a building permit has not been issued for any building within the project, the City Council, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

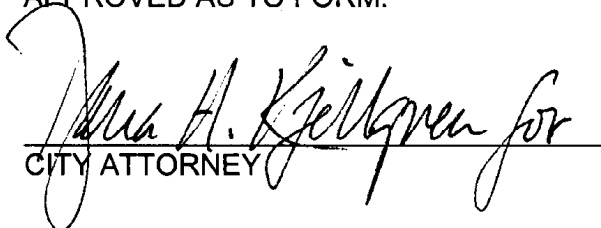
PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 2nd day of May, 2006.

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

Resolution No. \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FOR**  
**SAWMILL DISTRICT RESIDENTIAL ZONING PARCEL**  
**HR**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 NORTH,  
RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO  
COUNTY, ARIZONA, BEING A PORTION OF BOOK 11, MAP 45, O.C.C.R. MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF  
SECTION 22, PER BOOK 11 OF MAPS, PAGE 44 OF THE OFFICE OF THE COCONINO  
COUNTY RECORDERS, SAID BEARING IS NORTH 89°14'32" EAST.

COMMENCING AT A FOUND 2-1/2" ALUMINUM CAP MARKED "LS 18221"  
ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE NORTH  $89^{\circ}14'04''$  EAST, A DISTANCE OF 977.02 FEET TO FOUND  $5/8''$  REBAR MARKING THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 11 OF MAPS, PAGE 44 AND 45, C.C.R.

THENCE NORTH  $01^{\circ}22'02''$  WEST, 130.26 FEET, TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH  $01^{\circ}22'02''$  WEST, A DISTANCE OF 369.31 FEET TO FOUND  $1-1/2''$  REBAR CAP MARKED "LS 14671";

THENCE NORTH  $38^{\circ}22'02''$  WEST, A DISTANCE OF 99.66 FEET TO FOUND NAIL AND TAG MARKED "LS 14671";

THENCE NORTH  $01^{\circ}17'12''$  WEST, A DISTANCE OF 63.28 FEET TO FOUND  $1-1/2''$  REBAR CAP MARKED "LS 14671";

THENCE SOUTH  $88^{\circ}42'48''$  WEST, A DISTANCE OF 35.00 FEET TO FOUND  $1-1/2''$  REBAR CAP MARKED "LS 14671";

THENCE NORTH  $01^{\circ}17'12''$  WEST, A DISTANCE OF 126.40 FEET TO FOUND  $1-1/2''$  REBAR CAP MARKED "LS 14671" MARKING THE BEGINNING OF A TANGENT CURVE OF 1483.50 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°50'46", A DISTANCE OF 151.37 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE NORTH 07°07'58" WEST, A DISTANCE OF 148.73 FEET;

THENCE NORTH 89°35'19" EAST, A DISTANCE OF 307.17 FEET TO THE BEGINNING OF A 1000.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 89°28'20" WEST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°07'11", A DISTANCE OF 211.53 FEET;

THENCE NORTH 89°35'19" EAST, A DISTANCE OF 406.79 FEET TO THE BEGINNING OF A 300.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 85°30'55" WEST;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°14'13", A DISTANCE OF 27.42 FEET;

THENCE NORTH 00°45'08" WEST, A DISTANCE OF 182.61 FEET;

THENCE NORTH 89°35'19" EAST, A DISTANCE OF 399.47 FEET;

THENCE NORTH 05°41'23" EAST, A DISTANCE OF 377.82 FEET TO THE BEGINNING OF A 588.10 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS SOUTH 12°41'51" WEST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°37'47", A DISTANCE OF 57.78 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 14671";

THENCE SOUTH 71°40'22" EAST, A DISTANCE OF 149.96 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 16630" MARKING THE BEGINNING OF A TANGENT CURVE OF 1841.60 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°47'10", A DISTANCE OF 218.12 FEET TO FOUND 1-1/2" REBAR CAP MARKED "LS 16630";

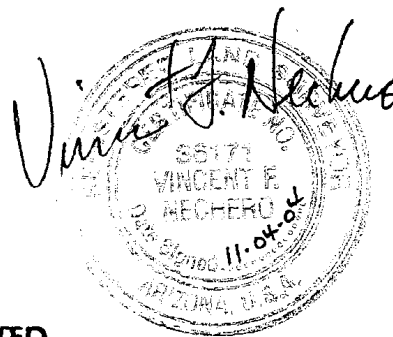
THENCE SOUTH 78°27'32" EAST, A DISTANCE OF 17.64 FEET TO FOUND REBAR WITH CAP MARKED "LS 15853";

THENCE SOUTH 05°41'10" WEST, A DISTANCE OF 715.16 FEET TO THE BEGINNING OF A TANGENT CURVE OF 329.85 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°59'46", A DISTANCE OF 109.36 FEET;

THENCE SOUTH 24°41'09" WEST, A DISTANCE OF 193.08 FEET TO THE BEGINNING OF A TANGENT CURVE OF 329.90 FOOT RADIUS, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°35'15", A DISTANCE OF 371.88 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 939.92 FEET TO THE TRUE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL CONTAINS 1,326,906.80 SQUARE FEET OR 30.46 ACRES MORE OR LESS.

EXHIBIT "B" ILLUSTRATES THE AFORE MENTIONED LEGAL DESCRIPTION MADE APART HEREOF.

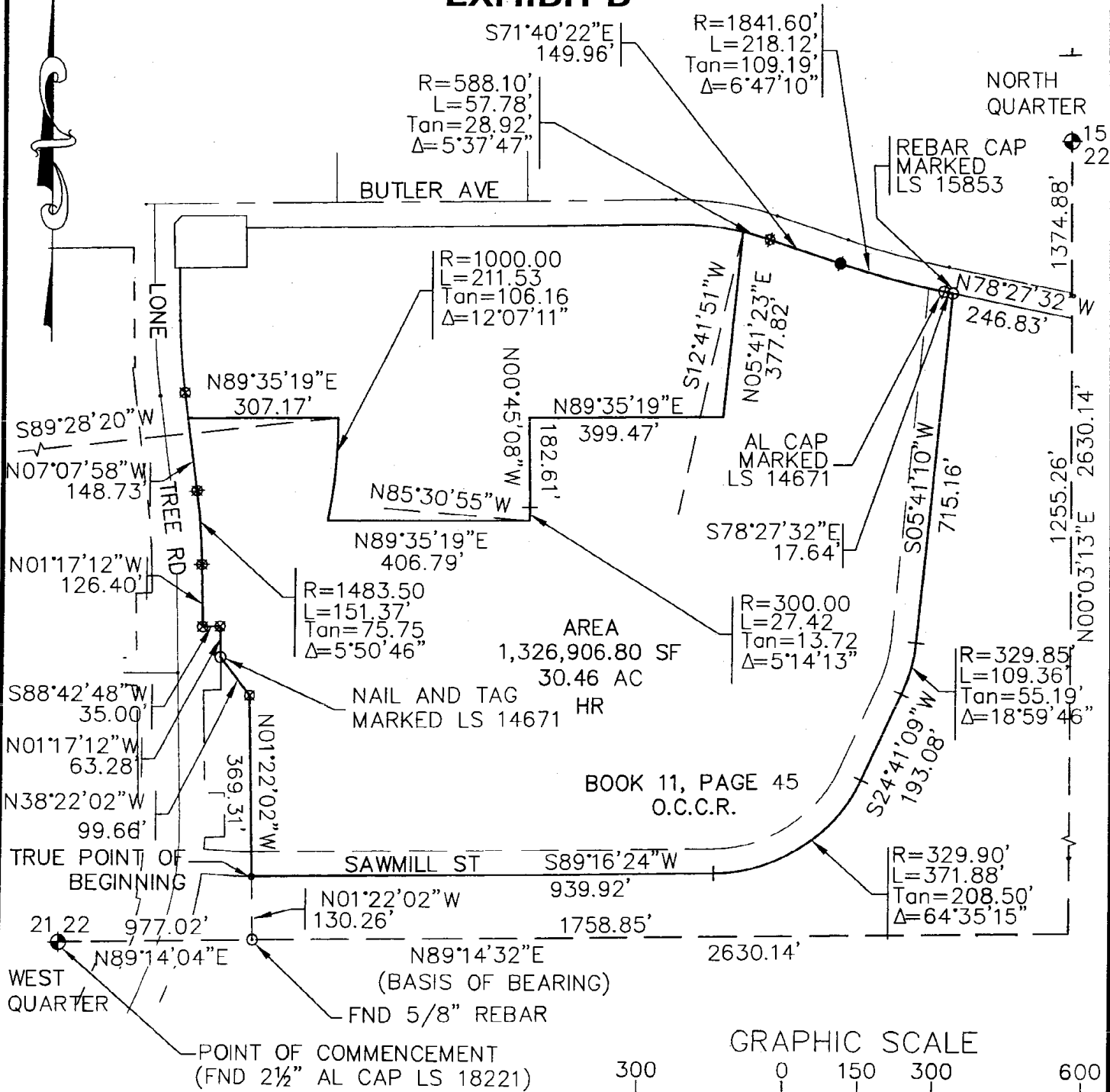


ACCEPTED  
CITY OF FLAGSTAFF  
ENGINEERING DIV  
SURVEY 12/09/04  
INT DATE

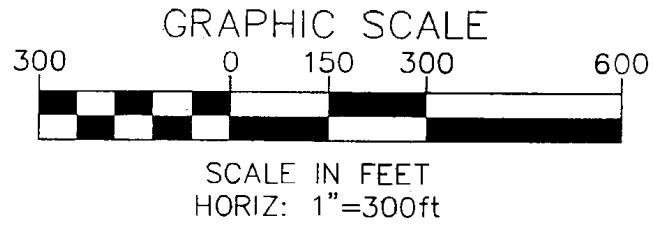
CITY FILE NO.

DESCRIPTIVE TITLE

# EXHIBIT B



- ⊗ FND 1 1/2" REBAR CAP MARKED "NES LS 14671"
- SET 1/2" REBAR CAP MARKED "LS 16630"
- ⊕ FND 2" AL CAP MARKED "LS 16630"
- MONUMENT AS NOTED



10-27-04

CITY FILE NO.

**THE SAWMILL DISTRICT  
HR RESIDENTIAL ZONING PARCEL  
S22-T21N-R7E**

**EXHIBIT B  
LEGAL EXHIBIT**

**PROJ#  
194052.011**

**Carter & Burgess**

FOR LOCATION PURPOSES ONLY



Resolution No. \_\_\_\_\_

**EXHIBIT C**  
**LEGAL DESCRIPTION**  
**FOR**  
**SAWMILL DISTRICT COMMERCIAL ZONING PARCEL**  
**UC**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, BEING A PORTION OF BOOK 11, MAP 45, O.C.C.R. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, PER BOOK 11 OF MAPS, PAGE 44 OF THE OFFICE OF THE COCONINO COUNTY RECORDERS, SAID BEARING IS NORTH 89°14'32" EAST.

COMMENCING AT A FOUND 2-1/2" ALUMINUM CAP MARKED "LS 18221" ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 89°14'04" EAST, A DISTANCE OF 977.02 FEET TO FOUND 5/8" REBAR MARKING THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 11 OF MAPS, PAGE 44 AND 45, C.C.R.

THENCE NORTH  $01^{\circ}22'02''$  WEST, A DISTANCE OF 499.57 FEET TO FOUND 1-1/2"  
REBAR CAP MARKED "LS 14671";

THENCE NORTH  $38^{\circ}22'02''$  WEST, A DISTANCE OF 99.66 FEET TO FOUND NAIL AND  
TAG MARKED "LS 14671";

THENCE NORTH  $01^{\circ}17'12''$  WEST, A DISTANCE OF 63.28 FEET TO FOUND 1-1/2"  
REBAR CAP MARKED "LS 14671";

THENCE SOUTH  $88^{\circ}42'48''$  WEST, A DISTANCE OF 35.00 FEET TO FOUND 1-1/2"  
REBAR CAP MARKED "LS 14671";

THENCE NORTH  $01^{\circ}17'12''$  WEST, A DISTANCE OF 126.40 FEET TO FOUND 1-1/2"  
REBAR CAP MARKED "LS 14671" MARKING THE BEGINNING OF A TANGENT  
CURVE OF 1483.50 FOOT RADIUS, CONCAVE WESTERLY,

THENCE NORTHERWesterly, ALONG SAID CURVE, THROUGH A CENTRAL  
ANGLE OF  $5^{\circ}50'46''$ , A DISTANCE OF 151.37 FEET TO FOUND 1-1/2" REBAR CAP  
MARKED "LS 14671";

THENCE NORTH  $07^{\circ}07'58''$  WEST, A DISTANCE OF 148.73 FEET TO THE **TRUE POINT  
OF BEGINNING;**

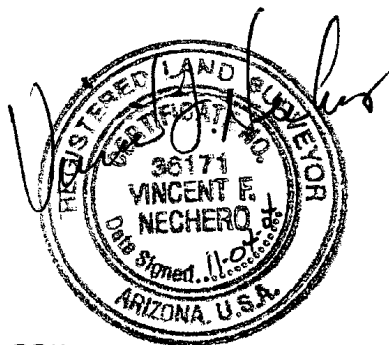
THENCE NORTH 07°07'58" WEST, A DISTANCE OF 52.38 FEET TO FOUND 1-1/2"  
REBAR CAP MARKED "LS 14671" MARKING THE BEGINNING OF A TANGENT  
CURVE OF 1380.34 FOOT RADIUS, CONCAVE EASTERLY;  
THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE  
OF 06°07'00", A DISTANCE OF 147.36 FEET TO A NAIL SET IN CONCRETE WITH A  
TAG MARKED "LS 14671"  
THENCE NORTH 01°00'58" WEST, A DISTANCE OF 106.12 FEET TO A NAIL SET IN  
CONCRETE WITH A TAG MARKED "LS 14671";  
THENCE NORTH 88°57'36" EAST, A DISTANCE OF 136.13 FEET TO FOUND 1-1/2"  
REBAR CAP MARKED "LS 14671";  
THENCE NORTH 01°00'59" WEST, A DISTANCE OF 79.17 FEET TO FOUND 1-1/2"  
REBAR CAP MARKED "LS 14671";  
THENCE NORTH 89°14'52" EAST, A DISTANCE OF 876.23 FEET TO FOUND 1-1/2"  
REBAR CAP MARKED "LS 14671" MARKING THE BEGINNING OF A TANGENT  
CURVE OF 588.10 FOOT RADIUS, CONCAVE SOUTHERLY;  
THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE  
OF 13°26'59", A DISTANCE OF 138.05 FEET;  
THENCE SOUTH 05°41'23" WEST, A DISTANCE OF 377.82 FEET;  
THENCE SOUTH 89°35'19" WEST, A DISTANCE OF 399.47 FEET;

THENCE SOUTH 00°45'08" EAST, A DISTANCE OF 182.61 FEET TO THE BEGINNING OF A TANGENT CURVE OF 300.00 FOOT RADIUS, CONCAVE WESTERLY;  
THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°14'13", A DISTANCE OF 27.42 FEET;  
THENCE SOUTH 89°35'19" WEST, A DISTANCE OF 406.79 FEET TO THE BEGINNING OF A 1000.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 78°24'29" WEST;  
THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°07'11", A DISTANCE OF 211.53 FEET;  
THENCE SOUTH 89°35'19" WEST, A DISTANCE OF 307.17 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 507,990.41 SQUARE FEET OR 11.66 ACRES MORE OR LESS.

EXHIBIT "D" ILLUSTRATES THE AFORE MENTIONED LEGAL DESCRIPTION MADE APART HEREOF.

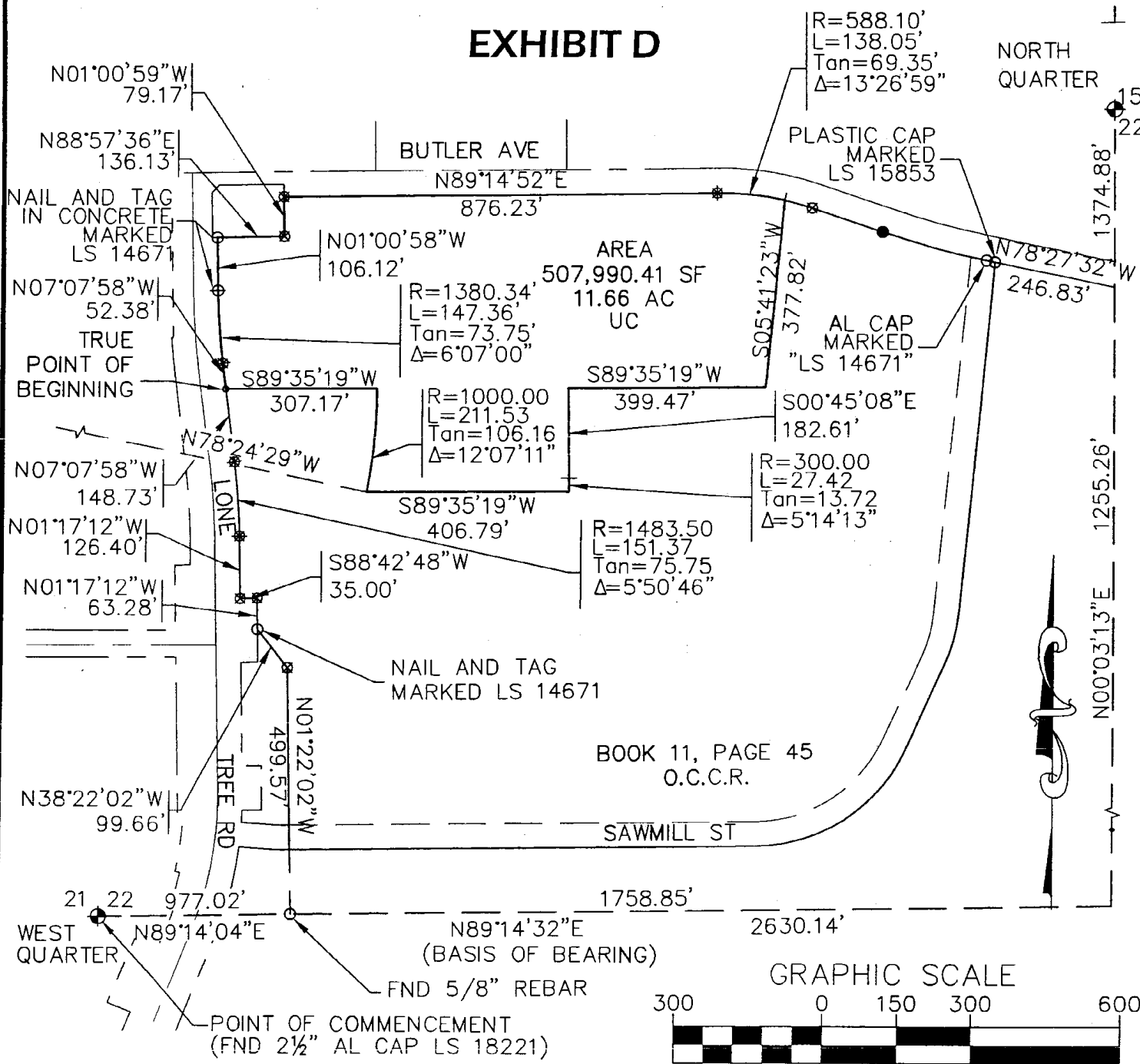
\_\_\_\_\_  
CITY FILE NO.



\_\_\_\_\_  
DESCRIPTIVE TITLE

ACCEPTED  
CITY OF FLAGSTAFF  
ENGINEERING DIV  
SURVEY 12/09/04  
INT CASE

# EXHIBIT D



NORTH QUARTER

15  
22

1374.88'

1255.26'

N00°03'13"E

1758.85'

N89°14'04"E

977.02'

N89°14'32"E

2630.14'

1758.85'

N89°14'32"E

(BASIS OF BEARING)

1758.85'

N89°14'04"E

977.02'

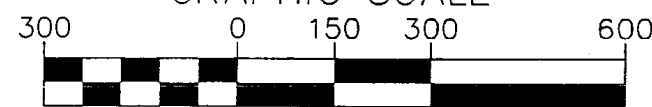
N89°14'32"E

2630.14'

1758.85'

N89°14'04"E

GRAPHIC SCALE



SCALE IN FEET  
 HORIZ: 1"=300ft

- ⊗ FND 1 1/2" REBAR CAP MARKED "NES LS 14671"
- SET 1/2" REBAR CAP MARKED "LS 16630"
- ⊕ FND 2" AL CAP MARKED "LS 16630"
- MONUMENT AS NOTED

CITY FILE NO.

10-27-04

**THE SAWMILL DISTRICT  
 UC COMMERCIAL ZONING PARCEL  
 S22-T21N-R7E**

**EXHIBIT D  
 LEGAL EXHIBIT**

**PROJ#  
 194052.011**

**Carter & Burgess**

FOR LOCATION PURPOSES ONLY



**ORDINANCE NO. 2006-31**

**AN ORDINANCE AMENDING REZONING ORDINANCE NO. 2006-13 TO  
CORRECT THE LEGAL DESCRIPTIONS ATTACHED TO ORDINANCE NO.  
2006-13, AND DECLARING AN EMERGENCY.**

Whereas, the legal descriptions of the property being rezoned by Ordinance No. 2006-13, in Exhibits A, B, C, and D, were exhibits from the earlier rezoning of the property; and

Whereas, the Council seeks to amend Ordinance No. 2006-13 by substituting the narrative and graphic legal descriptions in the attached Exhibits A through D; and

Whereas, the Notice of Public Hearing with regard to the proposed amendment to the zoning map contained the correct description of the property to be rezoned; and

Whereas, the Council finds that the proposed amendment of Ordinance 2006-13 does not alter or amend the text of the Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
FLAGSTAFF AS FOLLOWS:**

Section 1. That Ordinance No. 2006-13 is amended by substituting the attached Exhibits A through D for those attached to the Ordinance adopted by the Council on May 2, 2006.

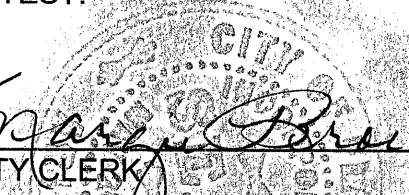
Section 2: That the immediate operation of the provisions of this Ordinance is necessary for the public peace, health and safety of the residents and citizens of the City of Flagstaff; that an emergency is, therefore, declared to exist; that this resolution shall be in full force and effect immediately upon its passage and adoption by the Council of the City of Flagstaff.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 21<sup>st</sup> day of November, 2006.

Joseph C. Imaldon  
MAYOR

ATTEST:

Mary Brown  
CITY CLERK

The seal of the City of Flagstaff is visible in the background, partially obscured by the signature of the City Clerk. It features a circular design with the words "CITY OF FLAGSTAFF" and "ARIZONA" around the perimeter.

APPROVED AS TO FORM:

Jana A. Gilgren for  
CITY ATTORNEY

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FOR**  
**SAWMILL DISTRICT RESIDENTIAL ZONING PARCEL**  
**HR**

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, BEING A PORTION OF BOOK 11 OF SURVEYS, PAGE 44 AND 45, ON FILE IN THE COCONINO COUNTY RECORDER'S OFFICE AND BEING DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, PER BOOK 11 OF SURVEYS, PAGE 44 AND 45, ON FILE IN THE COCONINO COUNTY RECORDER'S OFFICE, SAID BEARING IS NORTH 89°14'54" EAST.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE NORTH 89°14'54" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 977.14 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 11 OF SURVEYS, PAGE 44 AND 45, C.C.R.

THENCE NORTH 01°22'02" WEST, 130.33 FEET TO THE **POINT OF BEGINNING**;  
THENCE CONTINUING NORTH 01°22'02" WEST, A DISTANCE OF 369.31 FEET;  
THENCE NORTH 38°22'02" WEST, A DISTANCE OF 99.66 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LONE TREE ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:  
THENCE NORTH 01°17'12" WEST, A DISTANCE OF 63.28 FEET;  
THENCE SOUTH 88°42'48" WEST, A DISTANCE OF 35.00 FEET;  
THENCE NORTH 01°17'12" WEST, A DISTANCE OF 126.40 FEET TO THE BEGINNING OF A TANGENT CURVE OF CONCAVE WESTERLY AND HAVING A RADIUS OF 1483.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 114.16 FEET THROUGH A CENTRAL ANGLE OF 04°24'33"; THENCE SOUTH 90°00'00" EAST, 344.97 FEET; THENCE SOUTH 00°00'00" WEST, 71.77 FEET; THENCE SOUTH 90°00'00" EAST,



136.23 FEET; THENCE SOUTH 00°00'00" WEST, 15.00 FEET; THENCE SOUTH 90°00'00" EAST, 569.00 FEET; THENCE SOUTH 00°00'00" WEST, 297.46 FEET; THENCE SOUTH 90°00'00" EAST, 134.50 FEET; THENCE NORTH 00°00'00" EAST, 222.98 FEET; THENCE SOUTH 90°00'00" EAST, 287.14 FEET; THENCE SOUTH 05°41'23" WEST, 104.88 FEET; THENCE NORTH 84°18'37" WEST, 50.00 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 279.85 FEET, A RADIAL LINE BEARS AT SAID POINT ( NORTH 84°18'37" WEST); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 92.78 FEET THROUGH A CENTRAL ANGLE OF 18°59'46"; THENCE SOUTH 24°41'09" WEST, 193.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 329.90 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 371.88 FEET THROUGH A CENTRAL ANGLE OF 64°35'15"; THENCE SOUTH 89°16'24" WEST, 939.92 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 828,561 SQUARE FEET OR 19.02 ACRES MORE OR LESS.

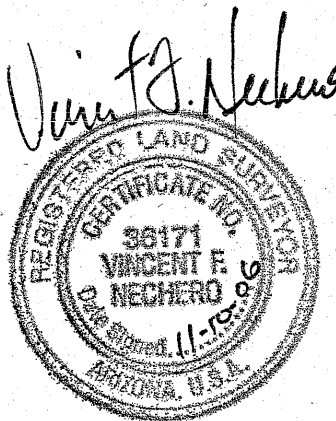
EXHIBIT "B" ILLUSTRATES THE AFORE MENTIONED LEGAL DESCRIPTION MADE APART HEREOF.

04-04080

CITY FILE NO.

Savumil Residential

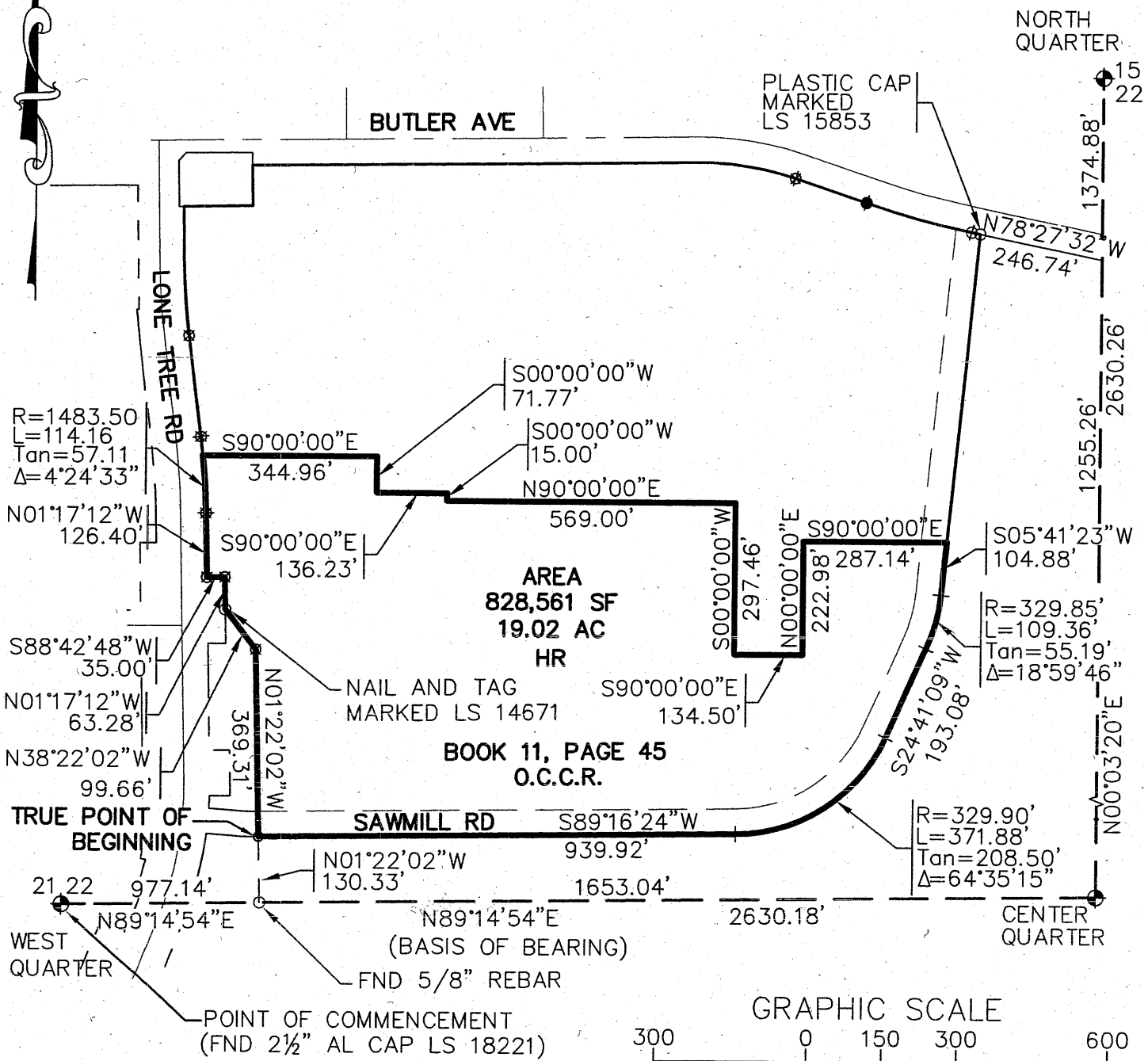
DESCRIPTIVE TITLE



ACCEPTED  
CITY OF FLAGSTAFF  
ENGINEERING DIV

SURVEY 11-13-06  
INT DATE

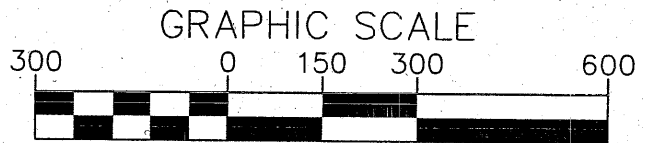
# EXHIBIT B



AREA  
828,561 SF  
19.02 AC  
HR

BOOK 11, PAGE 45  
O.C.C.R.

- ⊗ FND 1 1/2" REBAR CAP MARKED "NES LS 14671"
- SET 1/2" REBAR CAP MARKED "LS 16630"
- ⊙ FND 2" AL CAP MARKED "LS 16630"
- MONUMENT AS NOTED



APRIL 2006

CITY FILE NO.

04-04080

**THE SAWMILL DISTRICT  
HR RESIDENTIAL ZONING PARCEL  
S22-T21N-R7E**

**EXHIBIT B  
LEGAL EXHIBIT**

**PROJ#  
194052.011**

**Carter & Burgess**

**EXHIBIT C**  
**LEGAL DESCRIPTION**  
**FOR**  
**SAWMILL DISTRICT COMMERCIAL ZONING PARCEL**  
**UC**

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA, BEING A PORTION OF BOOK 11 OF SURVEYS, PAGE 44 AND 45, ON FILE IN THE COCONINO COUNTY RECORDER'S OFFICE AND BEING DESCRIBED AS FOLLOWS:

THE BASIS OF BEARING IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 22, PER BOOK 11 OF SURVEYS, PAGE 44 AND 45, ON FILE IN THE COCONINO COUNTY RECORDER'S OFFICE, SAID BEARING IS NORTH 89°14'54" EAST.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22;

THENCE NORTH 89°14'54" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 977.14 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 11 OF SURVEYS, PAGE 44 AND 45, C.C.R.

THENCE NORTH 01°22'02" WEST, 130.33 FEET;

THENCE NORTH 01°22'02" WEST, A DISTANCE OF 369.31 FEET;

THENCE NORTH 38°22'02" WEST, A DISTANCE OF 99.66 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LONE TREE ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:

THENCE NORTH 01°17'12" WEST, A DISTANCE OF 63.28 FEET;

THENCE SOUTH 88°42'48" WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 01°17'12" WEST, A DISTANCE OF 126.40 FEET TO THE BEGINNING OF A TANGENT CURVE OF CONCAVE WESTERLY AND HAVING A RADIUS OF 1483.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 114.16 FEET THROUGH A CENTRAL ANGLE OF 04°24'33" TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 37.20 FEET THROUGH A CENTRAL ANGLE OF  $01^{\circ}26'13''$ ;  
THENCE NORTH  $07^{\circ}07'58''$  WEST, A DISTANCE OF 201.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1380.34 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 147.36 FEET THROUGH A CENTRAL ANGLE OF  $06^{\circ}07'00''$ ;  
THENCE NORTH  $01^{\circ}00'58''$  WEST, A DISTANCE OF 106.12 FEET;  
THENCE NORTH  $88^{\circ}57'36''$  EAST, A DISTANCE OF 136.13 FEET;  
THENCE NORTH  $01^{\circ}00'59''$  WEST, A DISTANCE OF 79.17 FEET; TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BUTLER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:  
THENCE NORTH  $89^{\circ}14'52''$  EAST, A DISTANCE OF 876.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 588.10 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 195.84 FEET THROUGH A CENTRAL ANGLE OF  $19^{\circ}04'46''$ ;  
THENCE SOUTH  $71^{\circ}40'22''$  EAST, A DISTANCE OF 149.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1841.60 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 218.12 FEET THROUGH A CENTRAL ANGLE OF  $06^{\circ}47'10''$ ;  
THENCE SOUTH  $78^{\circ}27'32''$  EAST, A DISTANCE OF 17.69 FEET;  
THENCE SOUTH  $05^{\circ}41'23''$  WEST, A DISTANCE OF 610.28 FEET;  
THENCE NORTH  $90^{\circ}00'00''$  WEST, A DISTANCE OF 287.14 FEET;  
THENCE SOUTH  $00^{\circ}00'00''$  WEST, A DISTANCE OF 222.98 FEET;  
THENCE NORTH  $90^{\circ}00'00''$  WEST, A DISTANCE OF 134.50 FEET;  
THENCE NORTH  $00^{\circ}00'00''$  EAST, A DISTANCE OF 297.46 FEET  
THENCE SOUTH  $90^{\circ}00'00''$  WEST, A DISTANCE OF 569.00 FEET;  
THENCE NORTH  $00^{\circ}00'00''$  EAST, A DISTANCE OF 15.00 FEET;  
THENCE NORTH  $90^{\circ}00'00''$  WEST, A DISTANCE OF 136.23 FEET;  
THENCE NORTH  $00^{\circ}00'00''$  EAST, A DISTANCE OF 71.77 FEET;  
THENCE NORTH  $90^{\circ}00'00''$  WEST, A DISTANCE OF 344.96 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIBED PARCEL CONTAINS 1,006,360 SQUARE FEET OR 23.10 ACRES MORE OR LESS.

EXHIBIT "D" ILLUSTRATES THE AFORE MENTIONED LEGAL DESCRIPTION MADE APART HEREOF.

04-04080  
CITY FILE NO.

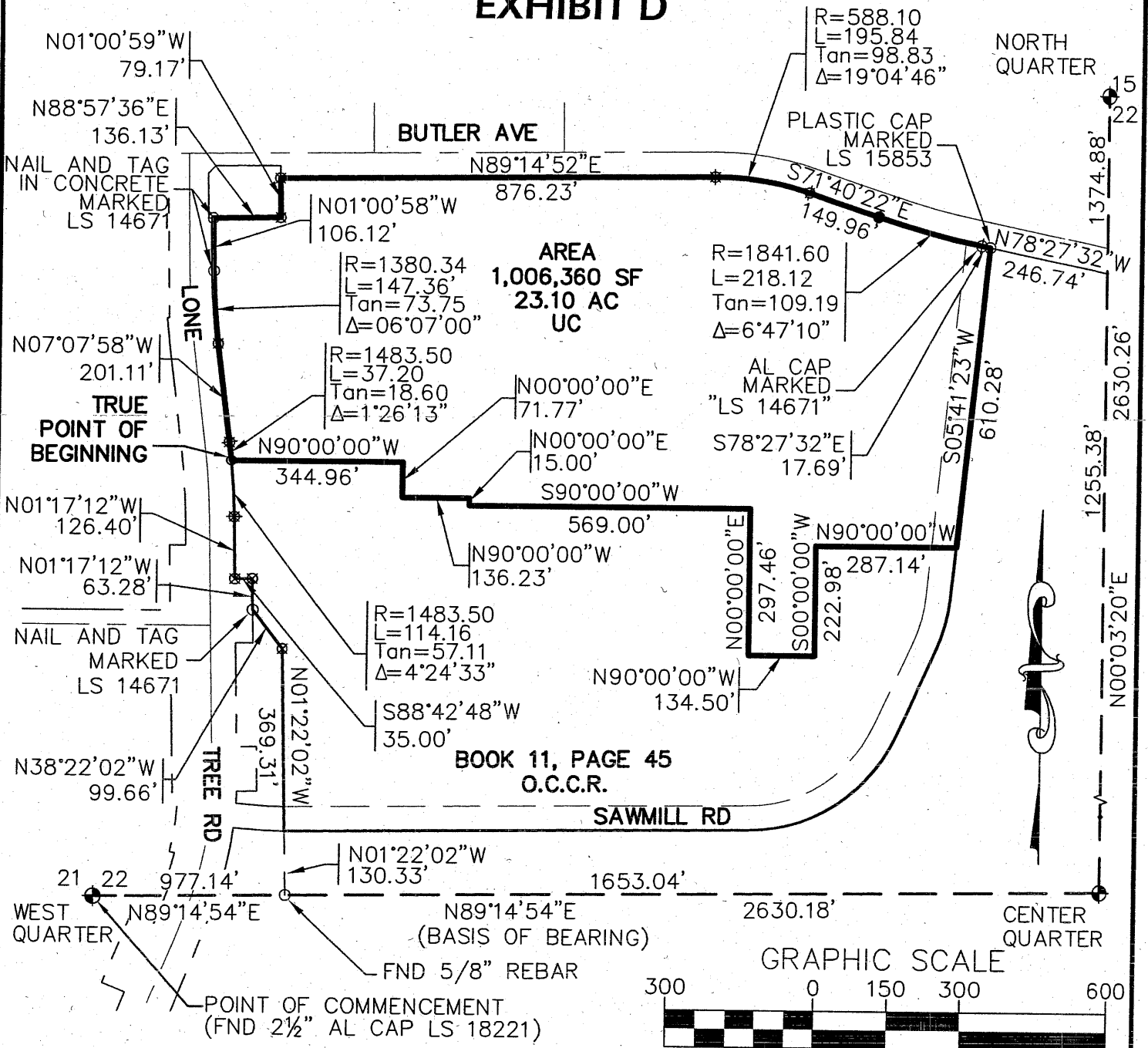
Sawmill Commercial  
DESCRIPTIVE TITLE

*Vincent E. Nechero*



ACCEPTED  
CITY OF FLAGSTAFF  
ENGINEERING DIV  
SURVEY 11-13-06  
DATE

# EXHIBIT D



04-04080

CITY FILE NO.

- ⊗ FND 1 1/2" REBAR CAP MARKED "NES LS 14671"
- SET 1/2" REBAR CAP MARKED "LS 16630"
- ⊕ FND 2" AL CAP MARKED "LS 16630"
- MONUMENT AS NOTED

APRIL 2006

**THE SAWMILL DISTRICT**  
**UC COMMERCIAL ZONING PARCEL**  
**S22-T21N-R7E**

**EXHIBIT D**  
**LEGAL EXHIBIT**

**PROJ#**  
**194052.011**

**Carter & Burgess**

**ORDINANCE NO. 2013-23**

**AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 3.15 ACRES OF REAL PROPERTY LOCATED AT 601 EAST PICCADILLY DRIVE FROM HC (CONDITIONAL), HIGHWAY COMMERCIAL CONDITIONAL, TO HC (CONDITIONAL), HIGHWAY COMMERCIAL CONDITIONAL, BY REMOVING, MODIFYING AND REPLACING CONDITIONS PREVIOUSLY IMPOSED**

**RECITALS:**

**WHEREAS**, Flagstaff Aspen Place, LLC (the "Applicant") has applied for a map amendment of approximately 3.15 acres of real property located at 601 East Piccadilly (the "Property"), a legal description of which is designated as **Exhibit "A"**, attached hereto and incorporated by this reference, in order to construct a five-story mixed-use building with first floor retail space, luxury apartments on the remaining floors, and an adjacent parking garage; and

**WHEREAS**, in February of 2005, the Property was rezoned from I-3-E, Intensive Industrial District, Established, to UC (Conditional), Urban Commercial (Conditional), to allow for the development of a mixed-use project (the "Original Rezoning"); and

**WHEREAS**, in November of 2011 the City of Flagstaff enacted the 2011 Zoning Code which changed the UC, Urban Commercial, zoning designation to HC, Highway Commercial; and

**WHEREAS**, the Original Rezoning was approved with conditions that require development of the Property in accordance with a conceptual plan presented with and approved as part of the rezoning (the "Original Conditions"); and

**WHEREAS**, the Applicant is therefore seeking a map amendment of the Property from HC (Conditional), Highway Commercial Conditional, to HC (Conditional), Highway Commercial Conditional, in order to remove, modify and replace the Original Conditions; and

**WHEREAS**, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the 2011 Zoning Code; and

**WHEREAS**, the Planning and Zoning Commission has formally considered the proposed map amendment application, following proper notice and hearing, on September 11, 2013 with the result that the Planning and Zoning Commission has recommended approval of the requested zoning application, subject to the following conditions:

1. That the subject property is developed in substantial accordance to the entire conceptual plans approved by the Inter-Division Staff (IDS) on August 7, 2013, with the zoning map amendment request.
2. That all terms, conditions and restrictions detailed within "Amendment Two of the Fourth Amended and Restated Development Agreement for Aspen Place at the Sawmill" are fully satisfied.
3. That the color of the parking garage be complimentary to the Residential and Commercial portion of the building.

**WHEREAS**, the City Council has read and considered the staff reports prepared by the Planning Division and has considered the narrative prepared by the applicant; and

**WHEREAS**, staff recommends approval of the map amendment application, subject to the condition proposed by the Planning and Zoning Commission, and the Council has considered the conditions and has found them to be appropriate for the site; and

**WHEREAS**, the Council finds that the proposed map amendment with the conditions will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The zoning map designation for the subject property is amended from HC (Conditional), Highway Commercial Conditional, to HC (Conditional), Highway Commercial Conditional, through the approval of the application, site plan, and all other documents attached to the staff summary submitted in support of this ordinance.

SECTION 3. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:



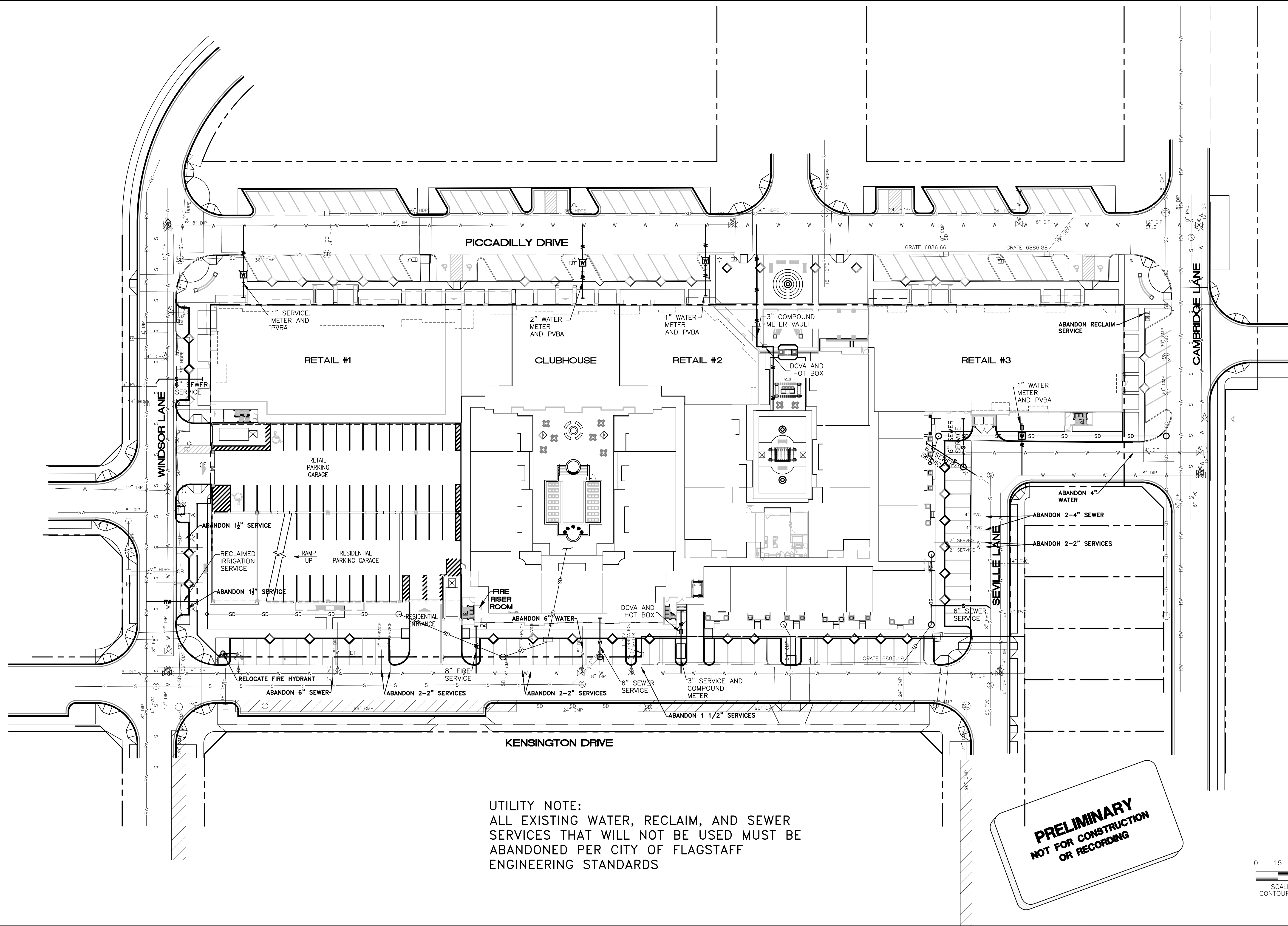
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CITY ATTORNEY

**Exhibit O**

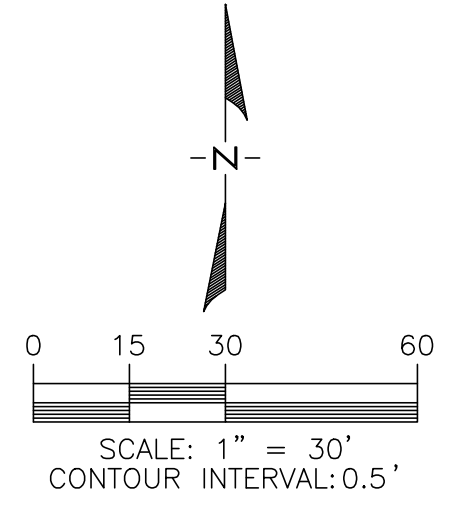
**Abandonment of Unused Public Utility Services Plan**

**[see following page]**



UTILITY NOTE:  
 ALL EXISTING WATER, RECLAIM, AND SEWER SERVICES THAT WILL NOT BE USED MUST BE ABANDONED PER CITY OF FLAGSTAFF ENGINEERING STANDARDS

**PRELIMINARY  
 NOT FOR CONSTRUCTION  
 OR RECORDING**



112044  
 WOODSON ENGINEERING AND SURVEYING, INC.  
 124 N. ELDEN ST. • FLAGSTAFF, AZ 86001 • PHONE: (928) 774-4636 FAX: (928) 774-4646  
 9/24/13  
 THE VILLAGE AT ASPEN PLACE  
 EXISTING / NEW UTILITIES  
 P&Z COMMISSION SUBMITTAL



NO.	REVISIONS:

**WOODSON**  
 ENGINEERING AND SURVEYING, INC.  
 124 N. ELDEN ST.  
 FLAGSTAFF, AZ 86001  
 PHONE: (928) 774-4636 FAX: (928) 774-4646

VILLAGE AT ASPEN PLACE

EXISTING / NEW UTILITIES

HOR SCALE: 1"=30'
VERT SCALE: NA
DATE: 7/12/13
PROJECT NO.: 112044
AGENCY NO.: DEV 12-073
SHEET NO.: C 0.01

DESIGNED BY: RLS  
 DRAFTED BY: AAS  
 CHECKED BY: RLS