

TREULSIAE



# City of Flagstaff

# Community Development Division

211 W. Aspen Ave  
 Flagstaff, AZ 86001  
 www.flagstaff.az.gov

P: (928) 213-2618  
 F: (928) 779-7684

**PREZ/PGM**

Date Received <b>9/23/13</b>	<b>Application for Zoning Map Amendment and/or Regional Plan Amendment</b>	File Number <b>DEV12-066</b>
Property Owner(s) <b>Chason Development</b>	Title	Phone <b>716-833-1000</b>
Mailing Address <b>105 Affinity Lane</b>		Email <b>Buffalo NY 14215</b>
Applicant(s) <b>Mogallon Engineering</b>	Title	Phone <b>214-0214</b>
Mailing Address <b>P.O. Box 1952</b>		Email <b>mogallon99@aol.com</b>
Mailing Address <b>5111 N Scottsdale Rd. Suite 160</b>		City, State, Zip <b>Flagstaff</b>
Project Representative <b>Steve Goldstein</b>	Title	Phone <b>480-481-0600</b>
Mailing Address <b>5111 N Scottsdale Rd. Suite 160</b>		Email <b>sg@amerconrealty.com</b>
City, State, Zip <b>Scottsdale</b>		
Requested Review <input checked="" type="checkbox"/> Zoning Map Amendment <input checked="" type="checkbox"/> Regional Plan Amendment <input type="checkbox"/> Continued		

Site Address <b>600 W. University Hts Dr</b>	Parcel Number(s) <b>112-20-013A, 014B, 015B</b>	Subdivision, Tract & Lot Number <b>University Height</b>
Existing Zoning District <b>SC</b>	Proposed Zoning District: <b>HR</b>	Existing Regional Plan Land Use Category <b>Parks</b>
Existing Use <b>Vacant</b>	Proposed Use <b>apartments</b>	
Property Information:		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application?		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?		

Requested Urban Growth Boundary Change (If Applicable) <b>HR High Density</b>	State Reason for Request <b>To Build Apartments</b>
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**Note:**  
 Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). **Incomplete submittals will not be scheduled.**

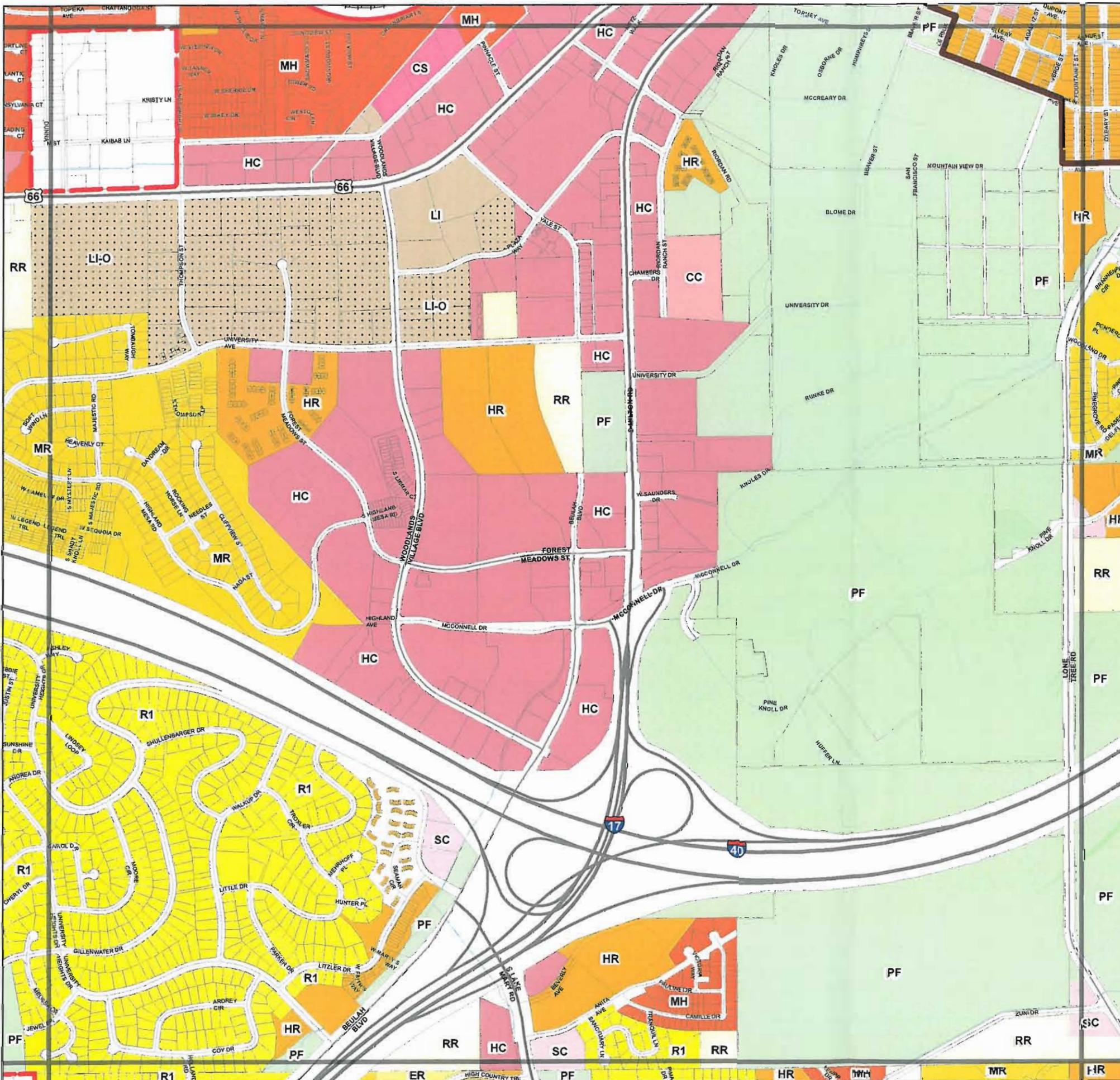
Property Owner Signature (required) <i>[Signature]</i>	Date: <b>9/23/13</b>	Applicant Signature <i>[Signature]</i>	Date: <b>9/23/13</b>
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<b>For City Use</b>			
Date Filed: <b>9-24-13</b>	File Number(s): <b>PREZ 20130002 -PGM 9 20130001</b>	Type of Zoning Map Amendment: <input type="checkbox"/> Small-scale <input type="checkbox"/> Medium-scale <input checked="" type="checkbox"/> Large-scale	
P & Z Hearing Date: <b>10/23/13</b>	Publication and Posting Date: <b>10/14/13</b>		
Council Hearing Date:	Publication and Posting Date:		
Fee Receipt Number: <b>13-0035517</b>	Amount: \$ <b>4410.12</b>	Date: <b>2/12/13</b>	

Action by Planning and Zoning Commission:	Action by City Council:
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
<input type="checkbox"/> Continued	<input type="checkbox"/> Continued

Staff Assignments	Planning <b>KUCINA</b>	Engineering <b>G. MILLER</b>	Fire <b>M. STREET</b>	Public Works/Utilities <b>DAVIS</b>	Stormwater <b>BROWN</b>
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# City of Flagstaff Zoning Map 15



**Residential Zones:**

- Rural Residential (RR)
- Estate Residential (ER)
- Single-family Residential (R1)
- Single-family Residential Neighborhood (R1N)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Manufactured Housing (MH)

**Commercial Zones:**

- Central Business (CB)
- Highway Commercial (HC)
- Commercial Service (CS)
- Community Commercial (CC)
- Suburban Commercial (SC)

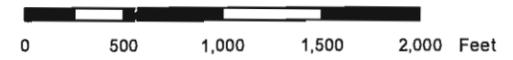
**Industrial Zones:**

- Business Park (BP)
- Light Industrial (LI)
- Light Industrial Open (LI-O)
- Heavy Industrial (HI)
- Heavy Industrial Open (HI-O)

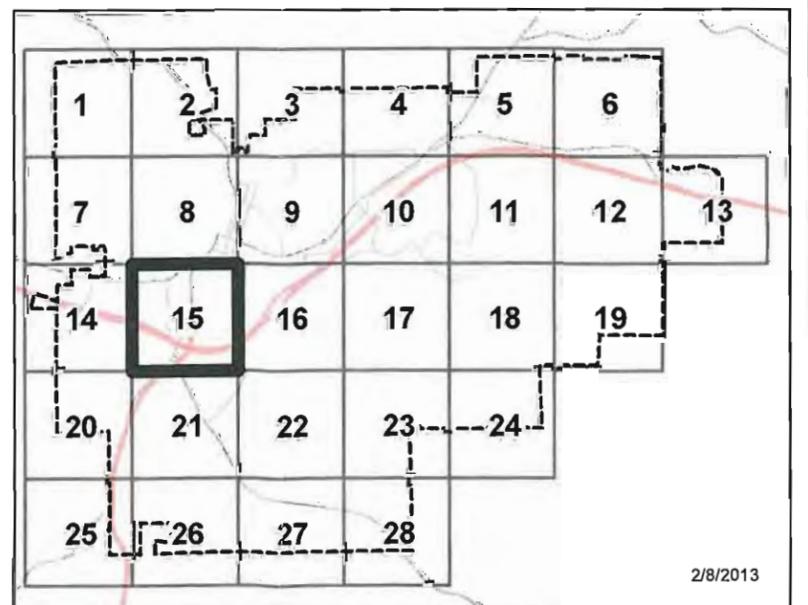
**Resource and Open Space:**

- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

- Airport Overlay Zone
- Downtown Overlay Zone
- Townsite Overlay Zone
- Landmark Overlay Zone
- Regulating Plan Boundary
- City Limits
- Parcels



This map is known as the "City of Flagstaff Official Zoning Map" or the "City of Flagstaff Official Regulating Plan," and is intended to implement the City of Flagstaff Zoning Code per Ordinance 2011-20 adopted on 11/01/2011 and all subsequent amendments. These maps are based on the most accurate graphic information available at the time they were produced. The City of Flagstaff furnishes these maps "as is" and assumes no responsibility for their accuracy. All zoning information should be verified by legal description whenever possible.



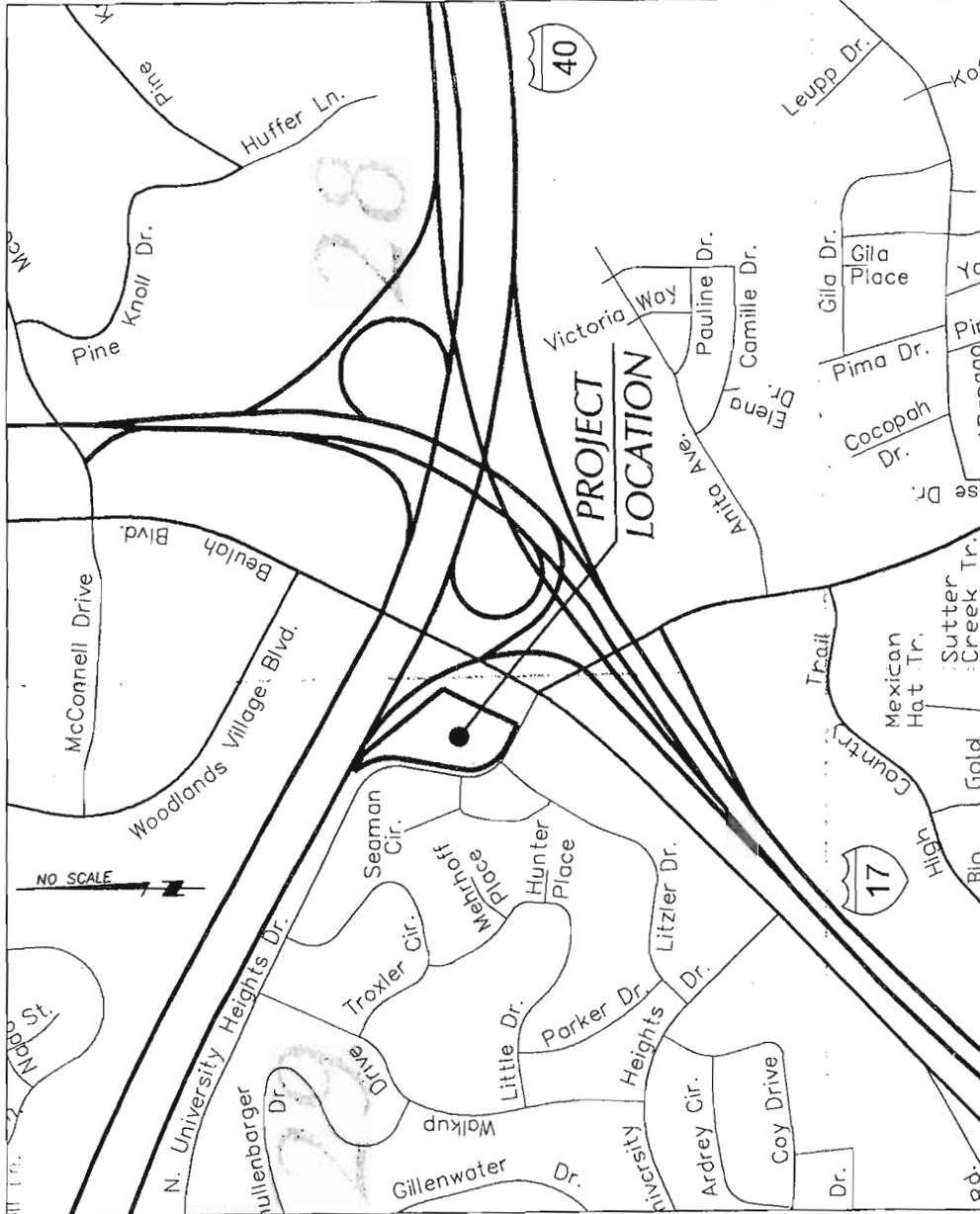
# REZONING VICINITY MAP FOR

## TRAILSIDE APARTMENTS

PORCTIONS OF UNIVERSITY HEIGHTS "COMMERCIAL AREA" AS SHOWN ON CASE 2 MAP 276 AND PORTIONS OF LOTS 2, 3, & 4 AS SHOWN ON CASE 2 MAP 334, COCONINO COUNTY RECORDS LOCATED IN THE SE1/4 SECTION 29, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



Expires on 3/31/12



**Mogollon**  
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001  
P.O. Box 1462, Flagstaff, Az. 86002  
Phone: 928-244-0214 • Fax: 928-913-0015

HORIZONTAL SCALE:  
VERTICAL SCALE:  
DESIGNED/DRAWN BY: kvh  
PROJECT NO. 12965  
DATE: 3/20/13

VICINITY MAP  
TRAILSIDE APARTMENTS  
REZONING

# Application for Zoning Map Amendment and Regional Plan Amendment

## Trailside MAR LLC

### Page 2, Paragraph Number 3

*3. An applicant must state the reason for request and provide a summary of community benefits to be gained if it is approved. An analysis of the General Plan must be included with an explanation of how the requested amendment is supported by the General Plan.*

#### **3.1 Reason for Request:**

The Property, 600 – 800 W. University Heights Drive, is presently zoned SC, Suburban Commercial and the Regional Plan designation is “Parks.” The applicant seeks a rezoning to HR, High Density Residential, and an amendment of the Regional Plan classification to High Density Residential, so that the property may be developed as multi-family housing with 11% of the units as affordable rental housing.

#### **3.2 Summary of Community Benefits:**

The community benefits to be gained, if this application for a zoning map amendment for the Property is approved, include the following:

- Protecting the character of the area by providing for a use which is compatible with the adjacent high density residential uses;
- Provision of twelve (12) units of affordable rental housing, in keeping with the Council's and the RLUTP's policies;
- Promotion of the goals of neighborhood livability and walkability by providing for rental units within walking or cycling distance for attendance at Northern Arizona University or patronage of nearby retail shopping areas and restaurants, as well as walking or cycling access to jobs at those establishments;
- Creation of housing with a sense of connection to Flagstaff's natural environment through the use of high quality design, native materials, colors and roof forms that relate to the locale;
- Provision of landscape enhancements in the median on West University Heights Drive to beautify the streetscape and increase the attractiveness of the Property as a residential development.

#### **3.3 Analysis of how the Requested Amendment is Supported by the General Plan:**

The requested amendment is for a change in the zoning designation from Suburban Commercial (“SC”) to High Density Residential (“HR”). Under the Regional Land Use and Transportation Plan (“RLUTP”), the present designation for the area in which the Property is located is “Parks,” although it is privately owned. This category is affected by funding resources, development patterns, existing development and deficiencies within a given area.

## **Application for Zoning Map Amendment and Regional Plan Amendment**

### **Trailside MAR LLC**

According to Brian Grube, the Interim Director of the Recreation Division, the Property:

“does not meet the geographic location for a west side park as identified in the [new Parks and Recreation Master] plan, which was north of I-40. It also does not meet the minimum size recommendation of 8 acres or greater. There are no funds currently available for purchase of that property.”

It should be noted that the present zoning of Suburban Commercial is also not compatible with the RLUTP designation of Parks.

The amendment to High Density Residential would bring this parcel into the same Regional Plan classification as the properties in private ownership which are located across West University Heights Drive from the Property on the west and south. The Property is bordered on the north by State land and on the east by City land.

The amendment, by making possible the proposed project on the Property, would meet the following goals of the present RLUTP of:

- Placing development close to public transit; providing access for pedestrians and bicyclists;
- Applying design guidelines that take into consideration the natural and built environment of Flagstaff;
- Enhancing a people-oriented neighborhood with existing access to the Flagstaff Urban Trail System, and local shopping and restaurants;
- Providing affordable housing; and
- Emphasizing infill development which helps increase housing availability in existing residential areas.

## **Trailside Apartments – Site Analysis**

Site Plan Analysis as required in Site Planning Design Standards (see section 10-30.60.030)

An extensive site plan analysis has been performed by L.R. Niemiec Architects, Mogollon Engineering, and the developer. Existing terrain and topography, existing vegetation, scenic views, natural watercourses, and the relationship to existing residential development were considered. However the application of the Zoning Code, Engineering Standards and stormwater requirements must be met as well. These regulations dictate the building orientation and location, access points, stormwater outlets, LID, parking aisle and parking space configuration and grades, utility easement widths, utility locations, resource protection standards, trash enclosure locations and grades, open space, bufferyards, lighting, site amenities, setbacks, floodplains, design review guidelines, landscaping, and more. All of the above regulations and site characteristics along with marketability, costs, and unit characteristics have been analyzed in whole and the results of this extensive analysis are the Site Plan and supporting information that has been submitted to the City.



be with the Lord Wednesday, October 2, 2013, in her home in Flagstaff, Arizona. Dora was born February 8, 1954 to Cecilia Segura and Adrian Alonzo Sr., in San Antonio, Texas.

Dora was the 5th oldest of 8 children. Dora was preceded in death by her parents, 2 older brothers, and 1 younger sister. She is survived by her children, Cecilia Tafoya and Deborah (Zack) Foltz, her siblings Domingo, Survey, Lidia, and Paul. She is also survived by 5 grandchildren, and 3 great-grandchildren, and many nieces and nephews. For the past 24 and a half years Dora worked for W.L. Gore and Associates. She has many friends from Flagstaff and all over the U.S. She loved spending time with family and friends, going to the movies, crocheting, plus she had many other interests.

A memorial service will be held on Saturday, October 5, 2013 at 10:30 a.m. at Life Church, 2587 E. 7th Ave., Flagstaff, Arizona.

Condolences can be sent to 5250 N. Hwy 89 Space # 55, Flagstaff, AZ 86004

he needed to go back, Federal Aviation Administration spokeswoman Laura Brown said.

Instead, he ended up needing to use the eight-lane Capitol Expressway as a runway and successfully navigated a landing through power lines and cars before pulling over into a right-hand turn lane, San Jose police Sgt. Heather Randol said.

"It required some skill on (the pilot's) part," Randol said. "We're just thankful nobody got injured."

In Alabama, safety workers hoisted double red flags at Gulf Shores because of treacherous rip currents ahead of the storm.

In Mississippi, Gov. Phil Bryant declared a state of emergency, urging residents to prepare. State Emergency Management Agency Director Robert Latham said local schools will decide whether to play football games. He said the southern part of the state could have tropical storm-force winds by late Friday.

"I know that Friday night football in the South is a big thing, but I don't think anybody wants to risk a life because of the potential winds," Latham said.

Louisiana Gov. Bobby Jindal also declared a state of emergency, citing the possibility of high winds, heavy rain and tides. Florida Gov. Rick Scott also declared an emergency for 18 counties.

The Army Corps of Engineers said it was closing a structure intended to keep storm surge out of the Inner Harbor Navigation Canal in Louisiana — known

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# NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on October 23, 2013, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on December 3, 2013, at 6:00 p.m. to consider a Regional Land Use and Transportation Plan amendment and a Zoning Map amendment requests.

### A. Explanation of Matters to be Considered:

A proposed Regional Land Use and Transportation Plan amendment from Parks to High Density Residential and a Zoning Map amendment from Suburban Commercial (SC) to High Density Residential (HR) for approximately 4.02 acres, as described in Part B below and highlighted on the map.

The proposed amendments will allow for the development of multi-family residential, consisting of three three-story buildings, a clubhouse, and 111 apartment units.

### B. General Description of the Affected Area:

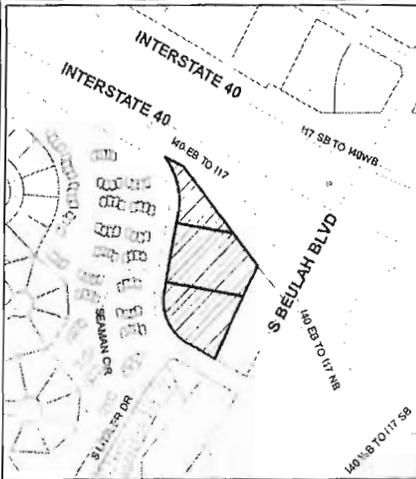
Approximately 4.02 acres located at 600 W University Heights Dr N, Coconino County Assessor's Parcel Numbers 112-20-013A, -014B, -015B, within the Southeast Quarter of Section 29, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, City of Flagstaff, Coconino County, Arizona.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendments or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendments are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED REGIONAL PLAN AMENDMENT and REZONE  
Regional Land Use and Transportation Plan Amendment from  
Parks to High Density Residential and Zoning Map Amendment  
from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B  
ACRES: ~4.02

### FOR FURTHER INFORMATION CONTACT

Brian Kulina  
Planning Development Manager  
Planning & Development Services  
211 West Aspen Avenue  
Flagstaff, Arizona 86001  
(928) 213-2613

bkulina@flagstaffaz.gov

Publish: October 4, 2013



## ELWYN GUS I

Elwyn Gus Palmer, 94, entered into his eternal reward on Saturday, September 28, 2013.

Gus was born in Taylor, Arizona, on March 23rd, 1919. His parents are Arthur and Evaline Augusta Gibbons Palmer. He was the 6th child of 11 children. He lived in Taylor until his Sophomore year of high school, when his family moved to Holbrook. Gus married his high school sweetheart, Ruth Westover, on June 26, 1939. They began their life together in Winslow, where he worked for the railroad. In 1944 they moved to Flagstaff where he had a dairy business, and later spent 20 years working at the Navajo Army Depot. In 2010, the Palmers moved to Thatcher, Arizona, where the air was easier to breathe.

Gus Palmer's life was a life of service. Throughout his life he has blessed others through his selfless acts of kindness and love. He was always one of the first to help put the roof on the home someone in need; to visit those who needed a lift; or to help loved ones move across the country. He spent years of service working with branches and wards of the Church of Jesus Christ of Latter-day Saints in Flagstaff and Cameron. He also spent years and years volunteering to help in the Church athletic programs. After retirement, Gus and Ruth went on two missions for their Church — one at the Oakland Temple Visitor's Center,



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Public Hearing Notice – Posting



# NOTICE OF PUBLIC HEARINGS

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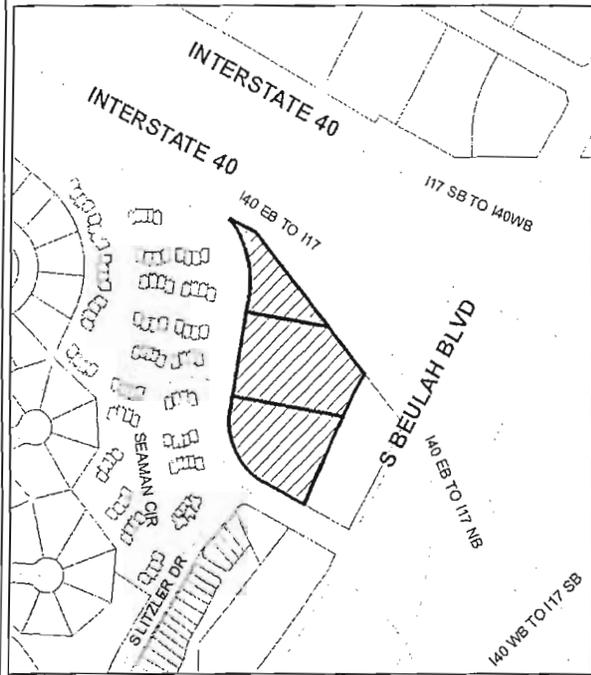
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PROPOSED REGIONAL PLAN AMENDMENT and REZONE  
Regional Land Use and Transportation Plan Amendment from  
Parks to High Density Residential and Zoning Map Amendment  
from Suburban Commercial (SC) to High Density Residential (HR)



APN: 112-20-013A, 014B, 015B  
ACRES: ~4.02



## FOR FURTHER INFORMATION CONTACT

Brian Kulina  
Planning Development Manager  
Planning & Development Services  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

(928) 213-2613  
bkulina@flagstaffaz.gov



Mail: October 4, 2013

Trailside Project - 600 - 800 W. University Heights Drive  
List of Property Owners within in 300 Feet

11263095	3175 SHOSHONE LLC	7581 E LAS PALMAS	PRESCOTT VALLEY, AZ 86314	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098	ACTION WILLIAM B & TAMMY L	8933 LAKE MEADE RANCHEROS	KINGMAN, AZ 86401	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11220013A	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220014B	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11220015B	AGN DEV CORP PROFIT SHARING PLAN & TRUST	21750 N 30TH WAY	PHOENIX, AZ 85050	UNIVERSITY HEIGHTS
11263157	ALONSO PERGENTINO JR & KAREN DENISE	3200 S LITZLER DR NO 19-224	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263190	ANDERSON MATTHEW T	3438 E TONTO LN	PHOENIX, AZ 85050	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263158	ANDERSON PAUL J JR	5920 E PAKE VIEW RD	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263182	ANDRE-SPRINGER SUZANNE	2025 HOLLY DR	PRESCOTT, AZ 86305	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263165	BRANDENBERG JIM & ROSE TRUST DTD 8-30-12	6410 W PORT AU PRINCE LN	GLENDALE, AZ 85306	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263093	BULLARD JIM W & DONNA D CPWROS	2250 N AMORIE DR	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263067	BURKHALTER SONJA	3200 S LITZLER DR NO 8-232	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263059	CAIN KAITLIN	3200 S LITZLER DR 7-228	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11219010C	521 W UNIVERSITY HEIGHTS DR	211 W ASPEN AVE	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11220012B	CITY OF FLAGSTAFF	4532 W COMMONWEALTH PL	FLAGSTAFF, AZ 86001	UNIVERSITY HEIGHTS
11263058	CLARK JOSEPH V & CHRISTINA E JT ; CAMPBELL RHANNON JT	3200 LITZLER DR 10-140	CHANDLER, AZ 85226	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263079	COLLINS JOSHUA DOUGLAS	4158 E FLOWER CIR	MESA, AZ 85206	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263105	COOPER FRANK L & WINNIE L CPWROS	3200 S LITZLER DR APT 11-249	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263098	DAVIS BRITTAIN K & RACHEL LEVINE CPWROS	3200 S LITZLER DR APT 12 150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263099	DEDMON ERIC JT ; KRYSSTLE FREEMAN JT	3219 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263204	DENHAM KYLE	1400 W MELISSA DR	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263187	DERIEUX NICHOLAS A & CORRIEN CPWROS	4255 E SOLIERE AVE NO 131	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263094	DONALDSON RACHEL	906 PARKER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263159	DOWELL ALAN B & THERESA G TRUSTEES ; DOWELL T & A FAMILY TRUST DTD 2-11-05	3200 S LITZLER DR 11-248	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263097	EGAN AMY CHRISTINE JT ; EGAN MICHAEL J & PAMELLA A JT	3264 S LITZLER RD	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11257037	EVANS BRYAN M & ELLA M	3327 S JUSTIN ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263102	FINE DEBORAH M	474 PLAT RD	COLEGATE, WI 53017	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263096	FLEMING WILLIAM A & VIOLA	1685 W SHELLIE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263086	GARCIA IESHUA DAVID G	20 E CAMINO DE DIANA	GREEN VALLEY, AZ 85614	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263085	GARN STEVE L & MELANIE PANLA	1150 SCHULTZ PASS RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263066	GERLAK ROBERT J & JANNA M CPWROS	6018 E ROY ROGERS LN	CAVE CREEK, AZ 85331	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263170	GINTHER BRYAN D	2510 E ELDER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263205	GOLDBERG MARC & SYLVIA TRUSTEES ; GOLDBERG FAMILY TRUST U/A/D 7-12-06	PO BOX 1176	PAGE, AZ 86040	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263089	GOLB DEVELOPMENT LLC	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263053	GRASSER PAUL R & ANNE M CPWROS	3704 N COLTON RANCH RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263054	GRASSER PAUL R & ANNE M CPWROS	2095 N FOXHILL RD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263104	GREEN LIGHT INVESTMENTS LLC	42210 N STONEMARK DR	ANTHEM, AZ 85086	SINCLAIR SPRINGS TOWNHOUSES
11257040	HALBIG COLIN M & MARGUERITE D	2665 W INDIAN RIDGE DR	TUCSON, AZ 85715	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263189	HARRINGTON TIMOTHY P CPWROS ; HOWARD SHERRIL R CPWROS	8050 US NAVAL OBSERVATORY RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263168	HEAL PROPERTIES LLC	8340 CABALLO WY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263080	HEITLAND ANN RAE	1929 VENTOR CIR	PRESCOTT, AZ 86301	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263172	HICKETHIER JERRY L & PAMELA S TRUSTEES ; HICKETHIER LIV TRUST DITD 2/13/02	1040 ARDREY CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263207	HISER BOB & DONNETTA	3200 S LITZLER DR APT 9-236	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263075	IMAM SYED AHSAN	3200 S LITZLER DR 25-150	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263203	JACOBS JONATHAN J	907 W SHERRI DR	GILBERT, AZ 85233	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263083	JDS EST III LLC	10317 WARRENS WAY	WANAQUE, NJ 07465	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263185	JIBRI LLC	4613 W SELDON LN	GLENDALE, AZ 85302	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263073	KELLAR ROBERT PHILIP & MYONG S	PO BOX 1071	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263162	KING DAVID	300 TARPON AVE	SE RIO RANCHO, NM 87124	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263074	KINNEY KAREN ELIZABETH	180 WEST GOLD RUSH TRAIL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263076	LAPENTA ZACHARY T	1051 N BEAL RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263175	LEE LANA A	3200 LITZLER DR 21-134	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263065	LEE MARGARET M JT ; JAMIS ANTHONY JT	6918 N HIGHLANDS DR	PARADISE VALLEY, AZ 85253	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263171	LIANG-DEMIGUEL BERNADETTE	310 SO WILLIAMS BLVD #310	TUCSON, AZ 85711	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263100	LITZLER LLC	3200 SOUTH LITZLER DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263161	MCDERMOTT/ZICKERMAN LLC	7572 E BUTED DR	SCOTTSDALE, AZ 85255	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106	MCDONALD JOSEPH D & RACHAEL L	1616 N PRAIRIE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263106	MCVEY STEVE & LINDA CPWROS			
11263160	MILLER FAMILY LIVING TRUST DTD 4-27-10			
11263088				

Trailside Project - 600 - 800 W. University Heights Drive  
List of Property Owners within in 300 Feet

11263101	MORGAN DONNA M	3298 S DEBBIE ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263178	MYERS CHRISTINA L JT ; BERGSTRESSER SCOTT K JT	1135 TOVAL TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263179	NAGILLER SANDRA J REVOCABLE TRUST DTD 10-18-12	PO BOX 50052	PARKS, AZ 86018	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263071	NAPIER JOHN D	1263 E STONE RIDGE DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263152	NAVARRO TOMAS & ELIZABETH CPWROS	3115 W PATRICIA LN	YUMA, AZ 85365	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263200	NEALE REGINA & VINCENT G JT	23 RUSSELL LN	LAGUNA NIGUEL, CA 92677	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263154	O'CONNOR BRIGID M	PO BOX 32459	PHOENIX, AZ 85064	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263174	ORR KEVIN C & YVONNE J JT	1200 GORDON DR	KINGMAN, AZ 86409	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263090	PERKINS LIVING TRUST DTD 10-1-09	7970 N BADER RD	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263173	PRIEFER DENISE ARMAND	1416 N SUNSET DR	PAYSON, AZ 85541	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263062	RAGSDALE EVAN C	PO BOX 95	FLAGSTAFF, AZ 86002	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263078	REETHS D'ANN M	3200 S LITZLER DR 9-239	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257039	RITZ KAREN	7724 W CALAVAR RD	PEORIA, AZ 85581	SINCLAIR SPRINGS TOWNHOUSES
11263183	ROBERTS ANGELA	700 W UNIVERSITY AVE 6-204	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263153	ROBINSON PAUL N	PO BOX 237	CAMP VERDE, AZ 86322	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263103	ROEHM JESICA	3200 S LITZLER DR 12-154	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263184	ROWLAND BRIAN K & MELODY L	17282 W FETLOCK TRL	SURPRISE, AZ 85387	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263072	SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/00	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263077	SACKS DARRYL R & CAROL E REVOCABLE TRUST ; DATED 12/25/09	439 CANNES ST	HENDERSON, NV 89015	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263092	SCHRACHTA JOHN C	3200 S LITZLER DR 11-148	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263186	SCOTT ANDREW J	8937 W DALEY LN	PEORIA, AZ 85383	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263166	SHIELDS THOMAS K & CARRIE A	1501 E LAREDO ST	CHANDLER, AZ 85225	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263084	SIMONEAU ROBERT A & MARTHA D CPWROS	23762 LADRILLO ST	WOODLAND HILLS, CA 91367	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257043	SINCLAIR SPRINGS TOWNHOMES ASSOC INC	323 S RIVER RUN NO 1	FLAGSTAFF, AZ 86001	SINCLAIR SPRINGS TOWNHOUSES
11263202	SMITH MATTHEW V AKA ; SMITH MATT	1455 W UNIVERSITY HTS DR N	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263107	SNOWDEN-SANTI LIVING TRUST DTD 11-25-98	4045 LAUSANNE WAY	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263169	SONDGEROTH KENNETH L & SHERRY L CPWROS	5791 WISHING WELL DR	FORT MOHAVE, AZ 86426	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263201	T & A RENTS LLC	7371 W DREAMVIEW TRL	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263191	TAYLOR ALLISON	3200 S LITZLER DR 23-242	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263188	TOWNSEND ERYN D JT ; TOWNSEND DUANE E & JOAN C JT	112 RYANS LN	MIDWAY, UT 84049	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263069	TURNER MATTHEW A	2328 W SILVERTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263063	WAGNER ROBIN ; WAGNER VICTOR	5240 E MOCKINGBIRD	FLAGSTAFF, AZ 86004	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263064	WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263068	WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263206	WALTON SCOTT & CARRIE	2705 W CREIGHTON DR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11257038	WEDEMEYER ROBERT G & PAULA JT	PO BOX 187	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263196	WELLS THEODORE	430 EAST ST	JACKSONVILLE, NY 14854	SINCLAIR SPRINGS TOWNHOUSES
11265082	WHITE JANET LEE	3200 S LITZLER DR NO 10-143	PITTSFORD, NY 14534	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263164	WINIECKI STEVEN V & SHAWN D	3980 WESTWOOD CIR	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263087	WITHEROW DIANA HAYES	2377 S CLIFFVIEW ST	FLAGSTAFF, AZ 86001	VILLAGE @ UNIVERSITY HEIGHTS CONDOS
11263192	ZAVALA JOAQUIN & MARIA G	2511 O'BRIEN CIRCLE	CAMARILLO, CA 93010	VILLAGE @ UNIVERSITY HEIGHTS CONDOS

*Sinclair Springs*  
*Town homes Owners Association*  
c/o Sterling Real Estate Management  
323 S. River Run Road, Suite 1  
Flagstaff, AZ 86001



October 9, 2013

Mr. Brian Kulina  
Planning Development Manager  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, AZ 86001

Dear Mr. Kulina:

The Board of Directors of the Sinclair Springs Townhomes Owners Association has been advised of the City of Flagstaff's Planning and Zoning Commission public hearing to consider a high density apartment development at 600 West University Heights Drive North.

This letter is on behalf of the owners of forty (40) townhomes in University Heights immediately to the south of the proposed development on Litzler Drive. Our concern is the extreme lack of parking in the area. Unless the development will have 1-1/2 parking spaces per bedroom, many people will be cruising the neighborhood trying to park somewhere, especially in the winter months when on-street parking is prohibited.

Also, mountain views from our property will be blocked by a high-rise development. Unless our concerns are mitigated, we are not in favor of the development proceeding forward.

Sincerely,

Handwritten signature of Michael R. Savoy.

Michael R. Savoy  
President  
Sinclair Springs Townhomes Owners Association  
Board of Directors

When recorded, return to:  
City Clerk  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, AZ 86001

**DEVELOPMENT AGREEMENT**  
**Trailside Multi-Family Housing Development**

This Development Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Flagstaff, an Arizona municipal corporation (the "City"), and Trailside MAR, LLC, a Delaware limited liability company authorized to do business in the State of Arizona ("Developer"). City and Developer may be referred to in this Agreement as "Party" in the singular, and "Parties" in the plural.

**RECITALS**

A. This Agreement is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 9-500.05 with regard to the Trailside multi-family housing development (the "Project") within the City of Flagstaff.

B. The Developer is the owner of certain parcels of land depicted and legally described in **Exhibits A, B and C**, copies of which are attached hereto and incorporated by reference in this Agreement (collectively the "Property").

C. The City and the Developer (the "Parties") desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density and intensity of such land uses, setting aside twelve (12) units for affordable rental housing, and other matters relating to the development of the Property as depicted in the preliminary plan for the Project (the "Concept Plan"), a copy of which is attached as **Exhibit D**, and incorporated by reference in this Agreement.

D. In order to develop the Property under the Concept Plan, the Developer will be required to seek a rezoning of the Property from SC, Suburban Commercial Zone to HR, High Density Residential Zone as well as seek an amendment to the Flagstaff Area Regional Land Use and Transportation Plan (the "General Plan"), changing the classification of the Property from a Parks designation to a High Density Residential designation.

E. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City and the Developer believes that development of the Property pursuant to this Agreement would be beneficial and advantageous to the Developer.

NOW, THEREFORE, in consideration of the mutual covenants entered between and among the Parties, and in consideration of the benefits to accrue to each, the Parties agree as follows:

**AGREEMENT**

1. **Amendment of the General Plan.** The Developer will submit an application to amend the General Plan for certain parcels of the Property, described in **Exhibits A, B and C**, from a Parks designation to a High Density Residential designation. The City agrees to process said application and, in the event the General Plan amendment application is approved by the City Council, following a public hearing as required by A.R.S. § 9-461.06, the City will amend the General Plan to designate the parcels suitable for development as a high density residential development. The Developer acknowledges that the City Council has the absolute discretion to approve or disapprove the proposed amendment to the General Plan.
2. **Implementation of Concept Plan through the Rezoning.** The Developer will submit an application to rezone the Property from SC, Suburban Commercial Zone to HR, High Density Residential Zone in accordance with the Concept Plan. The Developer acknowledges that the City Council has the absolute discretion to approve or disapprove the proposed rezoning. The Parties acknowledge that certain stipulations (the “Rezoning Stipulations”) are likely to be approved in connection with the rezoning. The purpose of the Rezoning Stipulations is to address, among other things, adequate access and circulation, drainage, wastewater and water infrastructure facilities, resource protection, density, affordable housing, pedestrian circulation, as well as other factors required by the City’s codes and ordinances. In the event a conflict exists between the language set forth in one or more of the Rezoning Stipulations and the terms of this Agreement, the rezoning ordinance shall govern. Upon approval of the application to rezone the Property, and upon receipt of engineering and building and safety plans for the Property (the “Plans”), the City agrees to process the Plans in accordance with City codes and regulations. However, in the event the Property is rezoned and the Developer fails to obtain final plat approval or obtain an extension of zoning within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of SC, Suburban Commercial Zone in accordance with A.R.S. § 9-462.01. Upon the City Council’s approval of the zoning reversion, this Agreement shall automatically become null and void.
3. **Conditions of Development.** Upon approval of the rezoning contemplated in **Section 2** of this Agreement, the City’s Community Development Division shall place a notation on the official zoning maps for the Property to reflect the zoning classification and boundaries approved in the rezoning. These maps may include appropriate indications that the approved zoning is conditional and that the zoning will vest upon the recordation of the final plat.
4. **Modifications to Development Standards.** Development of the Property shall be governed by the City’s ordinances, rules, guidelines and official policies controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement; provided, however, that

Developer shall obtain construction permits for one or more components of the Project described in **Section 6** below within two (2) years following the effective date of this Agreement.

**5. Changes to the Rezoning.** For the term of this Agreement, the City shall not initiate any changes or modifications to the zoning that may be approved for the Property pursuant to this Agreement except at the request of the owners of the Property for which such zoning change is sought.

**6. Project Description.** The Project contemplated by this Agreement shall consist of the following components:

- 6.1 Multi-family housing consisting of one hundred (111) rental units;
- 6.2 Affordable housing consisting of twelve (12) rental units;
- 6.3 Forest resources.

**7. Site Layout and Design Considerations.** In the event the proposed rezoning for the Property is approved by the City Council, the Developer agrees to incorporate the following design elements into the Project:

7.1 The site plan reflects building locations for pedestrian connectivity to the existing F.U.T.S. trail, while buffering the neighborhood with lower building heights, and “carriage units” against the I-40 as a sound and visual buffer. The architecture will utilize native materials, colors and roof forms that relate to the locale.

**8. Standards.** All public works facilities or infrastructure which Developer is required to construct pursuant to the provisions of this Agreement, and which, upon completion will be dedicated to the City, shall be designed and constructed to State and City standards, unless otherwise provided in this Agreement or as agreed to by the City Engineer in writing.

**9. Construction of Public and Private Improvements.**

9.1 Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by the City’s code or ordinances and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to the City, the City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed. The scope and nature of the on-site and off-site rights-of-way and other infrastructure improvements to be constructed in connection with this Agreement are as follows:

9.1.1

9.2 Developer shall design and install all water and sewer mains and services within the Project per the City of Flagstaff’s Engineering Design and Construction standards and

the Maricopa Association of Government's standards as modified by the City of Flagstaff, except as provided by this Agreement and the City Engineer in writing.

**10. Easements.** [Need text regarding public utility easements.]

**11. Resource and Floodplain Protection.** The Developer and City acknowledge and agree that resource protection provisions set forth in the City's Zoning Code are applicable to the entire Project. The Developer acknowledges and understands that it shall maintain twenty-five percent (25 %) of the existing forest resources in their natural state.

**12. Affordable Housing.** The Developer agrees to construct and rent twelve (12) finished rental units to qualified renters for a period of thirty (30) years. Units of affordable housing shall be dispersed throughout the Project and shall be comparable in construction, quality and exterior design to the market-rate housing units within the Project. The provisions of this **Section 12** shall survive termination of this Agreement.

12.1 Developer shall provide affordable units as follows: seven (7) studios; three (3) one-bedroom apartments; and two (2) two-bedroom apartments.

12.2 The 12 finished affordable rental units shall be rented to qualified tenants who earn no more than eighty percent (80%) of the Flagstaff Area Median Income ("AMI"), as defined annually by the U.S. Department of Housing and Urban Development ("HUD") or its successor.

12.3 The monthly rental payments plus utilities and other charges for such units shall be no more than thirty-three percent (33%) of eighty percent (80%) of AMI.

12.4 Prices of affordable rental units are properly computed;

12.5 Income eligibility of households applying for affordable rental housing is properly and reliably determined;

12.6 Developer shall file an annual report with the City of Flagstaff, in a form specified by the City, certifying compliance with the affordability provisions of this Section and containing such other information as may be reasonably requested in order to ensure affordability.

**13. Incentives.**

In recognition of the Developer's agreement to set aside twelve (12) units for affordable rental housing purposes, the City has approved the following incentives for the Project:

13.1 A density bonus of twenty-three (23) units has been applied in accordance with Zoning Code Section 10-30.20.040(B)(2).

- 13.2 A forty-five percent (45%) reduction to the forest resources has been applied in accordance with Zoning Code Section 10-30.20.040(B)(1). The High Density Residential (HR) zone requires fifty percent (50%) forest resource protection. The Affordable Housing incentive is a forty-five percent (45%) reduction, which provides total forest resource protection of twenty-seven and one-half percent (27.5%).
- 13.3 A ten percent (10%) reduction of landscaping has been applied with regard to parking islands in accordance with Zoning Code Section 10-30.20.040(B)(5).

**14. Notices.** Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, Arizona 86001

To Developer

Trailside MAR LLC  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

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

**15. General Provisions.**

15.1 Amendment. This Agreement may be amended at any time by written amendment executed by all Parties, which amendment shall be recorded in the official records of Coconino County, Arizona within ten (10) days following its execution.

15.2 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

15.3 Assignment. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, pursuant to A.R.S. § 9-500.05(D). In addition, Developer's rights and obligations may only be transferred or assigned to a person or entity that has acquired the Property or a portion of it and only by a written instrument recorded in the official records of Coconino County, Arizona, expressly assigning such rights and obligations. Any such transfer or assignment shall

not be valid as to the City until written notice has been sent to the City in accordance with **Section 15** of this Agreement. All rights and obligations of the Developer under this Agreement shall constitute covenants running with the land and shall be binding on all of the Developer's successors and assigns.

15.4 Attorneys' Fees and Costs. Subject to **Section 15.17**, Mediation, if legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

15.5 Authority. The person executing this Agreement on behalf of warrant and represent that he has the authority to execute this Agreement on behalf of the Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Party, and that this Agreement is fully binding on such Party.

15.6 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

15.7 Consistent with General Plan. This Agreement ensures that all development on the Property shall be consistent with the City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

15.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

15.9 Counterparts. This Agreement may be executed by the Parties in three (3) counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the Parties had executed the same instrument.

15.10 Cooperation. In the event of any action or proceeding brought by a third party, whether private or governmental, challenging the validity of this Agreement or any provision of it, the Parties shall cooperate in defending against such challenge, provided that each Party shall pay its own respective legal expenses and costs associated with such defense. During the entire course of any such proceeding, this Agreement shall remain in full force and effect.

15.11 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance by the Party benefited thereby. All covenants shall be covenants running with the land, and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

15.12 Effective Date. This Agreement shall be effective upon execution by the Parties and recordation in the Office of the Coconino County Recorder.

15.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and shall not be changed or added to except in the manner provided in **Section 15.1**. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are superseded by this Agreement. The Parties acknowledge and agree that this Agreement is to be read and interpreted with the resolution approving the General Plan amendment and the rezoning ordinance.

15.14 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.

15.15 Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

15.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a Party for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Coconino, State of Arizona, and the Parties waive all provisions of law providing for the filing, removal or change of venue to any other court. This **Section 15.16** shall survive termination of this Agreement.

15.17 Mediation. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org) with the exception of the mediator selection provisions. The parties shall agree upon a mediator, failing which on the application of either party to the Director of the Alternative Dispute Resolution Program ("Director") at the Coconino County Superior Court, a mediator will be appointed promptly by the Director for that purpose. Each party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15.18 Modification. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties, and any waiver granted shall not be deemed effective except for the instance and circumstances particularly specified in a written waiver executed by the Party against whom enforcement of the waiver is sought.

15.19 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and

that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture or similar entity, and that no such partnership, joint venture or similar entity has been created by THE City and the Developer.

15.20 No Obligation to Develop Property. Except as specifically set forth in this Agreement, there shall be no obligation for the City or the Developer to complete any part or all of the Project.

15.21 No Third Party Beneficiaries. No person or entity other than a Party to this Agreement or a legal representative, successor in interest or assign of such Party shall be entitled to rely on this Agreement or the performance of Developer or the City; this Agreement is not made for the benefit of any person or entity not a Party; and no such person or entity shall be entitled to assert any claim arising out of, or in connection with, this Agreement.

15.22 Proposition 207 Waiver. The Developer hereby waives and releases the City from any and all claims under A.R.S. §§ 12-1134 through 12-1138, including any right to compensation for reduction to the fair market value of the Property which is or arises out of the subject matter of this Agreement, whether such reduction in value occurs now or in the future. The terms of this waiver shall run with the land and shall be binding upon all other successors in interest, heirs, successors, or assigns.

15.23 Recordation of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona no later than ten (10) days from the date of its execution.

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

15.25 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

15.26 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

15.27 Term. The term of this Agreement shall commence on the effective date of this Agreement as defined in **Section 15.12** and shall automatically terminate on the tenth (10<sup>th</sup>) anniversary of such date unless previously terminated.

16.28 Time is of the Essence. For purposes of enforcing the provisions of this Agreement, time is of the essence.

16.29 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions or this Agreement shall be construed or held to be a waiver of any succeeding or proceeding breach of the same or any other term, covenant or condition of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their authorized representatives.

**City of Flagstaff**

**Trailside MAR LLC**

\_\_\_\_\_  
Mayor

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

Attest:

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

Approved as to form:

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

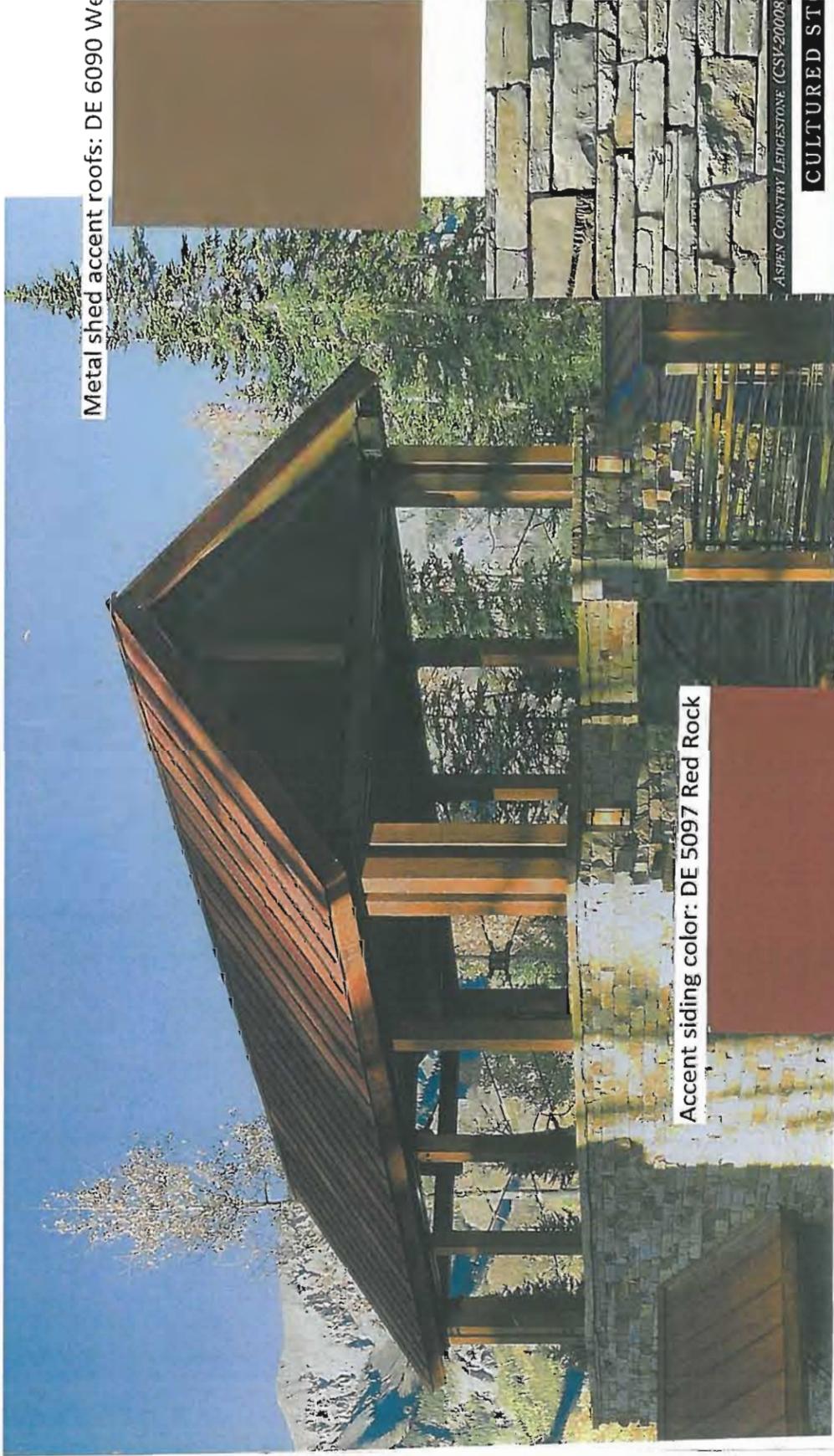
STATE OF ARIZONA     )  
  ) ss  
County of Coconino     )

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





Metal shed accent roofs: DE 6090 Western Red

Accent siding color: DE 5097 Red Rock

ASPEN COUNTRY LEICESTONE (CSI-20008)  
**CULTURED ST**

Siding body colors:



DE 6243 Union Springs



DE 6123 Trail Dust

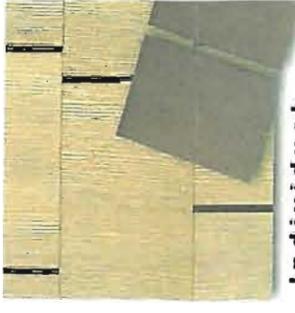


DE 6192 Nomadic Taupe



Metal Guardrail: DE 6090 Western Red

**Hardishingle®**  
*Siding*



Individual Shingles

**Hardipanel®**  
*Vertical Siding*



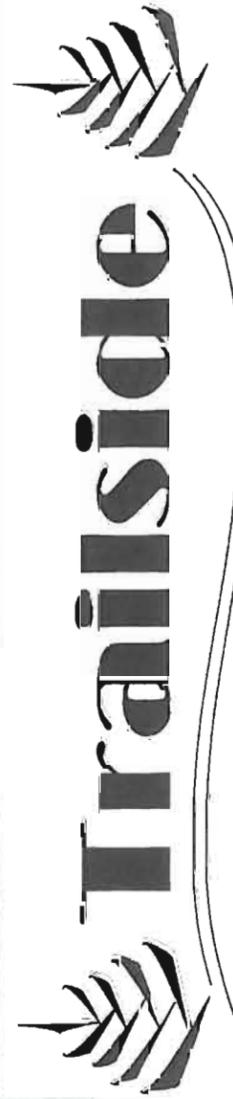
Cedar Mill®

**SPECIFICATIONS**

Cedar Mill Panels  
 Thickness  
 Weight  
 Sizes



Roof Shingles: Certainteed Shadow Ridge Series: Mountain



Colors and Materials

L.R. Niemiec Architects/Planners  
 8585 EAST HARTFORD DRIVE  
 SCOTTSDALE, ARIZONA