

CITY COUNCIL REPORT



Meeting Date: JANUARY 8, 2013
General Plan Element: *Land Use*
General Plan Goal: *Create a sense of community through land uses*

ACTION

Hollywood Live
24-UP-2012

Request to consider the following:

1. Adopt Resolution No. 9294 to Execute Agreement No. 2013-007-COS for the partial termination of Development agreement 1998-046-COS located at 16203 N. Scottsdale Road, *and*
2. Find that the Conditional Use Permit criteria have been met and adopt Resolution No. 9290 approving a Conditional Use Permit for a bar use in an existing 19,600 +/- square foot establishment located at 16203 N. Scottsdale Road with Planned Regional Center (PRC) zoning.

OWNER

Excel Promenade, LLC
858-613-1800

APPLICANT CONTACT

Wendy Riddell
Berry & Damore, LLC
602-616-8771

LOCATION

16203 N Scottsdale Rd

BACKGROUND

General Plan

The General Plan Land Use Element designates the property as Mixed-Use Neighborhoods and Regional Use District, which are located in areas with strong access to multiple modes of transportation and major regional access and services, and focus on human scale development.

Regional Uses designation allows flexibility for land uses, benefits from good freeway access, and compliments the established character for the area.

Character Area Plan

The Greater Airpark Character Area map designates the site as Airpark Mixed Use which allows non-residential uses including business, office, employment and hotel uses. Greater Airpark polices that pertain to this use, promote a variety of land uses, activities, and encourages the redevelopment of underutilized land to more productive uses.

Zoning

The site is zoned Planned Regional Center (PRC). The property has been zoned Planned Regional Center (PRC) since 1997 with a development agreement limiting a retail center allowing only specific uses. Currently, The Promenade shopping center's existing development agreement does not allow bar uses, resulting in the request for partial termination of the development agreement that will allow various uses including bars. The PRC zoning district allows Bar uses upon City Council approval of a Conditional Use Permit. Live entertainment is permitted in the PRC district to a Conditional Use Permit approval. In 2002, the establishment received a use permit for live entertainment allowing disc jockeys, bands, and ticketed events.

Context

The existing establishment is located within The Promenade, an existing shopping center located northwest of the Airpark. The Promenade orients toward E. Paradise Lane to the south, E. Scottsdale Road to the west and Frank Lloyd Wright Blvd. to the north. Hollywood Live is surrounded by commercial activities on the north, west and south sides. There is a parcel zoned General Commercial District (C-4) to the south of the site which is the Crackerjack Amusement Center. The closest residence is over a ¼ mile away. The site has access from E. Paradise Lane, N. Scottsdale Road, and Frank Lloyd Wright Blvd.

Key Items for Consideration

- Conditional Use Permit criteria.
- Nearest residential district is over ¼ mile away.
- Applicants Series 6 Liquor License for a bar may be scheduled for consideration by City Council on January 8, 2012.
- All required parking is provided on-site within The Promenade shopping center.
- No increase in vehicular traffic or adverse impact on existing infrastructure is anticipated.
- Planning Commission heard this case on December 12, 2012, and recommended approval with a unanimous vote of 7-0.

Other Related Policies, References:

51-ZN-1997, 51-ZN-97#2, 51-ZN-97#3, 51-ZN-97#4, 51-ZN-97#5, 82-DR-98#2, 82-DR-96#3, 82-DR-98#3A, 21-UP-2002, 101-LL-2008, Development Agreement: 1998-046-COS.

APPLICANTS PROPOSAL

Purpose of Request

The applicant is seeking approval of a partial termination of the development agreement to allow for various uses including bars, consistent with other PRC properties in the city. The applicant is also seeking approval of a Conditional Use Permit for a bar at the previous Fox Sports Grill restaurant. The 19,600 square foot establishment will include 2,386 square feet of outdoor patio area. The site currently has a live entertainment permit allowing disc jockeys, bands and ticketed events. Hollywood Live will serve a full menu, however; it will operate as a bar.

Development Information

- Existing Use: Vacant, former restaurant
- Proposed Use: Bar with live entertainment
- Parcel Size: 86 acres (The Promenade shopping center)
- Parking Required: 2,892 (Shopping Center)
- Parking Provided: 3,304 (Shopping Center)
- Floor Area: 19, 600 sq. ft.
- Patio Area: 2,386 sq. ft.

IMPACT ANALYSIS

Development Agreement Partial Termination

The original purpose of the existing development agreement was to provide assurance to the city that the land use on the property shall be limited to a retail center allowing only the specific uses as listed in the development agreement (Attachment #3). Any change to the development agreement is subject to City Council approval. The partial termination of the development agreement pertains to the entire Promenade shopping center excluding lots 21 and 22 which are under separate property ownership. Current PRC District use regulations provide limitations on the land uses therefore; the development agreement can be partially terminated. The partial termination will allow the flexibility to respond to market changes while maintaining consistency with other PRC districts. There are no nearby sensitive issues; the existing shopping center is not adjacent to any residential districts.

Conditional Use Permit

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

- A. That the granting of such Conditional Use Permit will not be materially detrimental to the public health, safety or welfare. In reaching this conclusion, the Planning Commission and

the City Council's consideration shall include, but not be limited to, the following factors:

1. Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination.
 - **Hollywood Live is located within close proximity of mixed commercial uses, within The Promenade shopping center. Existing lighting on the site will remain with no additional lights proposed. There will be no impact to surrounding neighbors due to noise, vibration, or illumination.**
2. Impact on surrounding areas resulting from an unusual volume or character of traffic.
 - **The bar restaurant entrance and patio areas are oriented toward N. Scottsdale Rd. The existing shopping center will not be adversely affected by the additional traffic generated by this use. The bar use is compatible with the other commercial uses and restaurants in the shopping center. The volume and character of traffic generated by this use will be primarily in the evening. The capacity peak time is expected to be at 7 pm. and again between 11 p.m. and 1 a.m.**
- B. The characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas.
 - **Hollywood Live is located within The Promenade shopping center and is surrounded by a mix of retail and office uses. The bar use is associated with an existing live entertainment use permit and is compatible with other commercial uses and restaurant/bars within the shopping center.**
- C. The additional conditions for a Bar in Section 1.403, as applicable, have been satisfied.
 1. The use shall not disrupt existing balance of daytime and nighttime uses.
 - **The use will not disrupt the existing balance of daytime and nighttime uses. Hollywood Live will operate 7 days a week between 11 a.m. to 2 a.m. week, with the exception of 10 a.m. on Sunday. There is no anticipated disruption to the balance of daytime and nighttime uses in the area. The proposed use will not result in any significant changes to the hours of operations**
 2. The use shall not disrupt pedestrian-oriented daytime activities.
 - **The establishment will offer patio seating on the northwest and southeast portions of the building. The establishment will be open at 11 am 7 days a week with the exception of 10 a.m. on Sunday, and will operate a patio adjacent to public sidewalk.**
 3. If the site is located within the downtown overlay district then:
 - a. The use shall not encourage displacement of daytime retail uses unless it can be demonstrated that the proposed use shall promote diversity of first floor uses along the street.
 - b. The required parking for the use shall be within six hundred (600) feet of the

property and shall not be separated from the property by a major or minor arterial street.

- **The site is not located within the downtown overlay district.**
4. If the use is located within five hundred (500) hundred feet of a residential use or district then:
 - a. The use shall not adversely impact residential uses.
 - b. The use shall provide methods of buffering residential uses.
 - **The nearest residential use is located over a ¼ mile away. The subject site is located in an existing shopping center with several restaurants and general services.**
 5. An active management and security plan shall be created, approved, implemented, maintained, and enforced for the business.
 - **A security maintenance plan has been submitted and approved by the City of Scottsdale Police Department. Conditions of the plan will be implemented and enforced by the City's Code Enforcement Division and the Scottsdale Police Department.**
 6. The applicant shall provide with the application for a conditional use permit, a written exterior refuse control plan which must be approved by the planning and development department staff as complying with the written guidelines of the department.
 - **Requirements for handling and control of refuse are included in the Security, Maintenance and Operations Plan, which requires the applicant to pick up any litter or debris within 300-foot radius of the establishment. Conditions of the plan will be implemented and enforced by the City's Code Enforcement Division and Scottsdale Police Department.**
 7. The applicant shall demonstrate how noise and light generated by the use shall be mitigated.
 - **All external lighting on the building and patio area is existing and will not change. No new lighting is being proposed with this application.**
 8. The applicant shall demonstrate that the use shall meet required parking and shall not exceed capacity for traffic in the area.
 - **A total of 65 parking spaces are required for the bar use and 3,304 spaces are provided on-site for the shopping center. No alterations to the existing floor plan are proposed as part of this application that will increase the amount of traffic on local streets.**
 9. After hours establishments must maintain a valid after hours establishment license.
 - **No after-hours activities are proposed as part of this application.**

Liquor License Review

A series 6 Liquor License will be presented to the City Council concurrently or in the near future with the proposed Bar Use Permit.

Water/Sewer

Existing water and sewer infrastructure at this location is sufficient to handle the demands of this use. The proposed use will generate any additional impacts on the existing infrastructure.

Public Safety

The nearest fire station is located at 14960 N. 78th Way, approximately 1.2 miles from the subject site. No significant impacts to existing service levels are anticipated. The Security, Operations, and Maintenance Plan submitted by the applicant has been reviewed and approved by the Scottsdale Police Department.

Community Involvement

Property owners within a 750-foot radius of the subject site have been notified of the applicant's proposal, and the property has been posted with the required signage. As of the date of this report, staff has received no comment or concerns from the public regarding the applicant's proposal.

OTHER BOARDS & COMMISSIONS

Planning Commission

Planning Commission heard this case on December 12, 2012, and found that the Conditional Use Permit criteria have been met and recommended approval by a vote of 7-0.

Staff Recommendation to Planning Commission

Staff recommended that the Planning Commission find that the Conditional Use Permit criteria have been met and make a recommendation to City Council for approval per the attached stipulations.

STAFF RECOMMENDATION

Recommended Approach:

1. Adopt Resolution No. 9294 to Execute Agreement No. 2013-007-COS for the partial termination of Development agreement 1998-046-COS located at 16203 N. Scottsdale Road.
2. Find that the Conditional Use Permit criteria have been met and adopt Resolution No. 9290 approving a Conditional Use Permit for a bar use in an existing 19,600 +/- square foot establishment located at 16203 N. Scottsdale Road with Planned Regional Center (PRC) zoning.

RESPONSIBLE DEPARTMENT

Planning, Neighborhood and Transportation

Current Planning Services

STAFF CONTACT

Meredith Tessier

Planner


480-312-4211

E-mail: mtessier@scottsdaleAZ.gov

APPROVED BY




Meredith Tessler, Report Author




Date




Tim Curtis, AICP, Current Planning Director
480-312-4210, tcurtis@scottsdaleaz.gov



Date



Randy Grant, Administrator
Planning, Neighborhood and Transportation
480-312-2664, rgrant@scottsdaleaz.gov



Date

ATTACHMENTS

1. Resolution No. 9294
2. Development Agreement 2013-007-COS
3. Development Agreement 98-0046 (For reference)
4. Resolution No. 9290
 - Exhibit 1. Context Aerial
 - Exhibit 2. Stipulations
 - Exhibit A to Exhibit 2: Floor Plan
 - Exhibit 3. Additional Criteria
5. Applicant's Narrative
6. Aerial Close-Up
7. General Plan Map
8. Zoning Map
9. Citizen Involvement
10. City Notification Map
11. December 12, 2012 Planning Commission Minutes

RESOLUTION NO. 9294

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE THE PARTIAL TERMINATION OF DEVELOPMENT AGREEMENT NO. 2013-007-COS FOR PROPERTY GENERALLY LOCATED AT 16203 NORTH SCOTTSDALE ROAD.

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with persons having an interest in real property located in the City; and

WHEREAS, it is in the best interest of the City and Developer to enter into the Partial Termination of Development Agreement No. 2013-007-COS for the partial termination of Development Agreement 98-0046, including its First and Second Amendments, for property located at 16203 North Scottsdale Road; and

WHEREAS, this Partial Termination of Development Agreement No. 2013-007-COS is consistent with the portions of the City's general plan applicable to the property on the date this Partial Termination of Development Agreement is executed.

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

Section 1. That Mayor W.J. "Jim" Lane is authorized to execute the Partial Termination of Development Agreement No. 2013-007-COS after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record the Partial Termination of Development Agreement No. 2013-007-COS with the Maricopa County Recorder within ten (10) days of its execution by all parties.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this _____ day of _____, 2013.

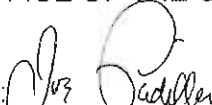
ATTEST:

CITY OF SCOTTSDALE, an Arizona
Municipal Corporation

By: _____
Carolyn Jagger
City Clerk

By: _____
W.J. "Jim" Lane
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:  _____
Bruce Washburn, City Attorney
By: Joe Padilla, Senior Assistant City Attorney

ATTACHMENT #1

WHEN RECORDED RETURN TO:

ONE STOP SHOP
ATTENTION: CHRIS READ
City of Scottsdale
7447 E. Indian School Rd., Suite 100
Scottsdale, AZ 85251

PARTIAL TERMINATION OF DEVELOPMENT AGREEMENT

THIS PARTIAL TERMINATION OF DEVELOPMENT AGREEMENT is made and entered into this 18th day of December, 2012 by and between the City of Scottsdale, an Arizona municipal corporation (hereinafter referred to as "City") and Excel Promenade LLC, a Delaware limited liability company, and Excel Promenade Office LLC, a Delaware limited liability company (hereinafter collectively referred to as "EP") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties' predecessor in interest voluntarily entered into a Development Agreement (Doc No. 98-0046) (the "Original Development Agreement") to implement the development concept adopted in zoning case No. 51-ZN-97, and to limit the uses on the mixed use retail property located at The Promenade in Scottsdale, Arizona (the "Property") to those approved in the same zoning case.

WHEREAS, the Parties' predecessor in interest and the City subsequently amended the Original Development Agreement by that certain First Amendment (Doc. No. 20081008179) (the "First Amendment") to augment the "permitted uses" on the Property.

WHEREAS, the Parties' predecessor in interest and the City subsequently amended the Development Agreement and the First Amendment to augment the "permitted uses" and to correct the legal descriptions so that the rezoning of each lot corresponded to the underlying zoning, in the Second Amendment (Doc. No. 20090091152) (the "Second Amendment").

WHEREAS, the intent of the Original Development Agreement, the First Amendment and Second Amendment has been achieved on portions of the Property, and the Scottsdale Promenade has now been developed as a mixed-use development project consistent with the approved zoning.

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

1. Recitals. The foregoing recitals are incorporated herein by this reference. Unless the context requires otherwise, capitalized terms not defined herein shall have the meanings ascribed to them in the Original Development Agreement.

2. Release. Upon the full execution of this Partial Termination of the Development Agreement, the Property legally described in Exhibit "A" attached hereto and incorporated herein

by reference shall not be encumbered by the Original Development Agreement, the First Amendment, or the Second Amendment. Lots 21 and 22 depicted on Exhibit "B" attached hereto are not a part of this termination and shall remain encumbered by the original Development Agreement, the First Amendment and the Second Amendment.

3. Miscellaneous. This Partial Termination of Development Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any prior negotiations, representations, agreements or memoranda with respect thereto. In the event that either party commences legal proceedings against the other party in connection with this Partial Termination of Development Agreement, the prevailing party, as determined by the Court, shall be entitled to recover reasonable attorneys' fees, as determined by the Court. Each party shall, promptly upon the request of the other party hereto, execute and have acknowledged and delivered to the other party any and all additional instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Partial Termination of Development Agreement. This Partial Termination of Development Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Partial Termination of Development Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Partial Termination of Development Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute only one agreement.

4. Effective Date of Termination of Development Agreement. The Original Development Agreement, the First Amendment, and the Second Amendment shall terminate as to the Property described on Exhibit "A" effective upon the execution of all parties of the Partial Termination of Development Agreement. This Partial Termination of Development Agreement shall be recorded with the Maricopa County Recorder.

5. Electronic Signature and Counterparts. This Agreement may be executed in one or more counterparts and a copy of the original signature shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

IN WITNESS WHEREOF, the parties have executed this Partial Termination of Development Agreement as of the day and year first above written.

CITY:

EP:

CITY OF SCOTTSDALE, a Municipal
Corporation

EXCEL PROMENADE, LLC, a
Delaware limited liability company

By: _____
W. J. "Jim" Lane, Mayor

By: _____
Its: Attorney at Law

ATTEST:

Carolyn Jagger, City Clerk

EXCEL PROMENADE OFFICE,
LLC, a Delaware limited liability
company

By: _____
Its: Authorized Signatory

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

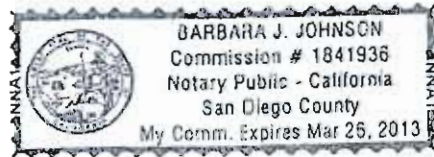
By: [Signature]
Bruce Washburn, City Attorney,
By: Joe Padilla, Sr. Assistant City Attorney

STATE OF CALIFORNIA)
) ss.
County of San Diego)

The foregoing instrument was acknowledged before me this 18th day of December, 2012, by William J. Stone, the authorized of Excel Promenade, LLC, a Delaware Limited Liability Company. signatory

[Signature]
Notary Public

My Commission Expires:
3-26-13



STATE OF CALIFORNIA)
) ss.
County of San Diego)

The foregoing instrument was acknowledged before me this 18th day of December, 2012, by William J. Stone, the authorized of Excel Promenade Office, LLC, a Delaware Limited Liability Company. signatory

[Signature]
Notary Public

My Commission Expires:
3-26-13



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by W.J. "Jim" Lane, the Mayor of the City of Scottsdale, an Arizona municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

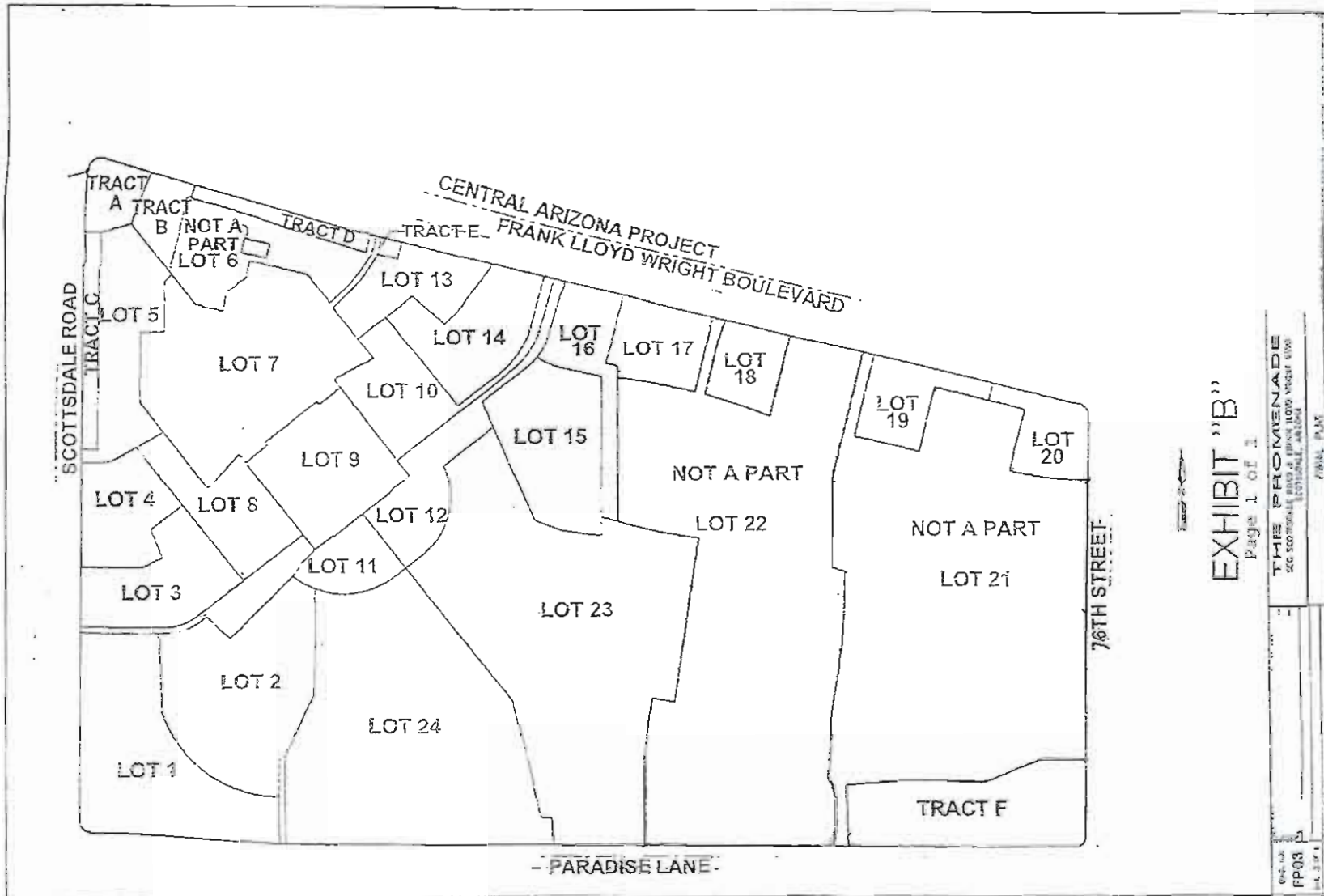
PROMENADE

LOTS 1 THROUGH 20, INCLUSIVE, 23, 24 AND TRACTS A THROUGH F, INCLUSIVE, FINAL PLAT OF THE PROMENADE,
ACCORDING TO BOOK 788 OF MAPS, PAGE 23, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXHIBIT "A"

Page 1 of 1

Contract No. 2013-007-COS



When Recorded Return to:

Lila Madden (Nancy Richards)
ONE STOP SHOP FOR RECORDS
City of Scottsdale
7447 East Scottsdale Road, Suite 100
Scottsdale, AZ 85251

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

98-0534032 06/23/98 04:55

WORKERS 1 OF 1

Agreement No. 98-0046

DEVELOPMENT AGREEMENT

This Agreement (the "Agreement") is entered into the 16th day of June, 1998, by and between PEDERSON GROUP, INC., an Arizona corporation ("Developer"), KEMPER MARLEY, JR, ("Owner") and the CITY OF SCOTTSDALE, ARIZONA, an Arizona municipal corporation (which, together with any successor, public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as "City").

RECITALS

A. Arizona Revised Statutes § 9-500.05 authorizes the City to enter into a Development Agreement with a landowner or any other person having an interest in real property located in the City.

B. Kemper Marley Jr., husband of Jean M. Marley, is the owner in fee, as his sole and separate property, of an 87 acre parcel of real property located at the southeast corner of Scottsdale Road and Frank Lloyd Wright Blvd. within the incorporated boundaries of the City (the "Property"). This Property is described on Exhibits "A-I" "A-II" and "A-III" attached hereto and incorporated by this reference.

C. Owner desires to have the Property developed by Developer, and Developer desires to develop Property as set forth in Case No. 51-ZN-97.

D. The Property is the subject of re-zoning in Case No. 51-ZN-97 (Ordinance No. 3130). Developer, Owner and the City desire to provide uses on the Property that implement the development concept adopted in this case. Developer, Owner and City voluntarily enter into this Agreement to limit the uses on the Property to those approved in Zoning Case No. 51-ZN-97.

E. This Agreement is consistent with the portions of City's General Plan applicable to the Property.

F. Developer, Owner and City acknowledge and agree that the development of the Property pursuant to this Agreement and Case No. 51-ZN-97 will result in planning and economic benefits to the City and its residents, and will provide certainty useful to Developer, Owner and City in ongoing and future communications and relations with the community and potential lenders.

G. The City's governing body has authorized execution of this Agreement by Resolution No. 5054, to which this Agreement is attached.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

ATTACHMENT #2

ATTACHMENT #3

1. Recitals. The recitals set forth above are hereby incorporated by this reference.
2. Interest of Owner. Owner warrants that he is the fee title owner of the Property and that no liens or other title impediments exist against this Property, except as set forth in that certain Third Amended Commitment For the Title Insurance # 9706307-41, issued by Chicago Title Insurance Company, having an Effective Date of April 2, 1998 At 7:30a.m..
3. Permitted Uses of Property. The permitted uses for the portion of the Property legally described in Exhibit A-I attached hereto shall be limited to those uses specifically listed on the attached Exhibit "B," which is hereby incorporated by reference into this Agreement. The permitted uses for the portion of the Property legally described on Exhibits A-II and A-III attached hereto shall be limited to those uses specifically listed on the attached Exhibit C, which is hereby incorporated by reference into this Agreement. No other uses may be established upon the Property without the prior consent and approval of the City Council following the public hearing process required for all new zoning cases.
4. Term. This Agreement shall be effective as of the date specified above, and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised.

5. General Provisions.

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

If to the City:	THE CITY OF SCOTTSDALE 3939 Civic Center Boulevard Scottsdale, Arizona 85251 Attn: City Manager
If to Developer:	JAMES E. PEDERSON, President Pederson Group, Inc. 2800 N. Central Ave. Suite 1525 Phoenix, Arizona 85004
If to Owner:	KEMPER MARLEY, JR. 18001 North 52 nd Street Scottsdale, AZ 85254

Or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

b. Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the U.S. Postal Service in the manner set forth above.

c. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

d. Headings. The descriptive headings of the paragraphs of the Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

e. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that it is duly formed and validly existing under the laws of Arizona, and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer, Owner and the City warrant to each other that the individuals executing the Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. Developer and Owner represent to the City that by entering into this Agreement Developer and Owner have bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

f. Entire Agreement. The Agreement, including exhibits, constitutes the entire Agreement between the parties.

g. Amendment or Cancellation of the Agreement. This Agreement may be amended or canceled, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Within ten (10) days after any such amendment or cancellation of this Agreement, the City shall record the amendment or cancellation in the official records of the county recorder's office in Maricopa County, Arizona.

h. Non-severability/Severability. If any provision of this Agreement limiting the uses of the property is declared void or unenforceable, then the entire Agreement shall be void. If any other provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purposes of this Agreement are not defeated by such severability.

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

j. Recordation. This Agreement, and any amendment or cancellation of this Agreement, shall be recorded, in its entirety, in the official records the county recorder's office in Maricopa County, Arizona, no later than ten (10) days after the City, Owner and Developer execute such Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

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

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

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

n. Assignment. No portion of this Agreement shall be assignable without City consent, except the rights of Owner and/or Developer under this Agreement may be transferred or assigned, in whole or in part, by written instrument to any subsequent owner or developer of all or any portion of the Property without further consent from the City. The transferring party must give notice to the City of any assignment, except of an interest in the Property, at least ten days prior to the effective date of the assignment.

o. Third Parties. There are no third party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

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

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

ATTEST:
an Arizona municipal corporation

CITY OF SCOTTSDALE

By: Sonia Robertson
Sonia Robertson
City Clerk

By: Mary Madonna for
Sam Kathryn Campana, Mayor

APPROVED AS TO FORM:

DEVELOPER: Pederson Group, Inc.,
an Arizona corporation

for Fredda J. Bisman
Fredda J. Bisman
City Attorney

By: James E. Pederson
James E. Pederson
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 27th day of May, 1998, by JAMES E. PEDERSON, president of Pederson Group, Inc., an Arizona corporation on behalf of the corporation..

Carolyn S. Hunt
Notary Public

My Commission Expires

5-31-2000



OWNER: Kemper Marley, Jr.

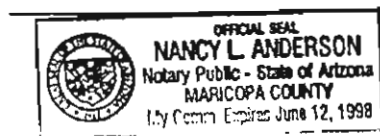
Kemper Marley, Jr.
By: Kemper Marley, Jr.

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 29 day of May, 1998, by KEMPER MARLEY, JR.

Nancy L. Anderson
Notary Public

My Commission Expires



The Northwest quarter of Section 2, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion thereof lying North of the following described line:

BEGINNING at a point in the West boundary of said Northwest quarter that bears Southerly along said West boundary, 823.74 feet from the Northwest corner of said Section 2;

Thence, South 76 degrees 03 minutes 03 seconds East, 2,723.57 feet to a point on the East line of said Northwest quarter, said point bears North 65 degrees 49 minutes 28 seconds West, 2,873.94 feet from the East quarter corner of Section 2; And

EXCEPT, BEGINNING at the Northwest corner of said Section 2;

Thence, South 00 degrees 35 minutes 13 seconds West, 1,105.23 feet along the West line of said Section 2;

Thence, South 76 degrees 03 minutes 03 seconds East, 210.40 feet to the point of beginning;

Thence, continuing South 76 degrees 03 minutes 03 seconds East, 68.00 feet;

Thence, North 00 degrees 35 minutes 13 seconds East, 50.00 feet;

Thence, North 88 degrees 47 minutes 46 seconds West, 66.15 feet;

Thence, South 00 degrees 35 minutes 13 seconds West, 35.81 feet to the point of beginning; And

EXCEPT, the East 25 feet of the West 65 feet, thereof; And

COMMENCING at a point on the West line of said Northwest quarter of Section 2, said point lying 823.74 feet South of the Northwest corner of Section 2;

Thence, South 76 degrees 03 minutes 03 seconds East, 66.74 feet to the point of intersection of the East right-of-way line of Scottsdale Road as recorded in the Maricopa County Recorder's office, Recording No. 91-537599 and the South right-of-way line of Frank Lloyd Wright Boulevard, as recorded in the Maricopa County Recorder's office in Docket 11594, Page 160, said point also being the TRUE POINT OF BEGINNING;

Thence, South 76 degrees 03 minutes 03 seconds East along the South right-of-way line of Frank Lloyd Wright Boulevard, 25.00 feet;

Thence, South 52 degrees 23 minutes 11 seconds West, 31.08 feet to a point on the East right-of-way line of Scottsdale Road;

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Thence, North 00 degrees 49 minutes 25 seconds East along the East right-of-way line of Scottsdale Road, 25.00 feet to the TRUE POINT OF BEGINNING; And

EXCEPT, COMMENCING at the Northwest corner of said Section 2;

Thence, South 00 degrees 35 minutes 13 seconds West along the West line of said Section 2, a distance of 823.74 feet;

Thence, South 76 degrees 03 minutes 03 seconds East along the South right-of-way line of Frank Lloyd Wright Boulevard as recorded in Docket 11594, Page 159, Maricopa County Recorder, Arizona, a distance of 2123.57 feet to the TRUE POINT OF BEGINNING;

Thence, continuing South 76 degrees 03 minutes 03 seconds East along said South right-of-way line, a distance of 600.00 feet to a point on the East line of the Northwest quarter of said Section 2;

Thence, South 00 degrees 58 minutes 02 seconds West along said East line, a distance of 767.73 feet;

Thence, North 89 degrees 01 minutes 58 seconds West, a distance of 499.97 feet;

Thence, North 00 degrees 58 minutes 02 seconds East, a distance of 341.35 feet;

Thence, North 07 degrees 36 minutes 51 seconds West, a distance of 567.56 feet to the TRUE POINT OF BEGINNING; And

EXCEPT, COMMENCING at the Northwest corner of said Section 2;

Thence, South 00 degrees 35 minutes 13 seconds West along the West line of said Section 2, a distance of 823.74 feet;

Thence, South 76 degrees 03 minutes 03 seconds East along the South right-of-way line of Frank Lloyd Wright Boulevard as Recorded in Docket 11594, Page 159, Maricopa County Recorder, Arizona, a distance of 2723.57 feet to a point on the East line of the Northwest quarter of said Section 2;

Thence, South 00 degrees 58 minutes 02 seconds West along said East line, a distance of 767.73 feet to the TRUE POINT OF BEGINNING;

Thence, continuing South 00 degrees 58 minutes 02 seconds West along said East line, a distance of 393.21 feet to the center of said Section 2;

Thence, North 89 degrees 39 minutes 22 seconds West along the East-West midsection line of said Section 2, a distance of 299.99 feet;

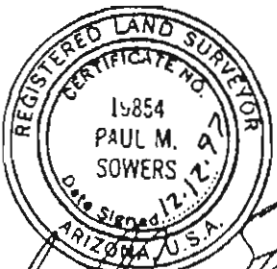
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Thence, North 00 degrees 58 minutes 02 seconds East, a distance of 396.48 feet;

Thence, South 89 degrees 01 minutes 58 seconds East, a distance of 299.97 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 3,248,877 square feet (74.5840 acres) more or less.

Prepared by: CMX Group Inc.
Project No. 5739.04
December 12, 1997



Paul M. Sowers

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A portion of the Northwest quarter of Section 2, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 2;

Thence, South 00 degrees 35 minutes 13 seconds West along the West line of said Section 2, a distance of 823.74 feet;

thence, South 76 degrees 03 minutes 03 seconds East along the South right-of-way line of Frank Lloyd Wright Boulevard as recorded in Docket 11594, Page 159, Maricopa County Recorder, Arizona, a distance of 2123.57 feet to the TRUE POINT OF BEGINNING;

thence, continuing South 76 degrees 03 minutes 03 seconds East along said South right-of-way line, a distance of 600.00 feet to a point on the East line of the Northwest quarter of said Section 2;

thence, South 00 degrees 58 minutes 02 seconds West along said East line, a distance of 767.73 feet;

thence, North 89 degrees 01 minutes 58 seconds West, a distance of 499.97 feet;

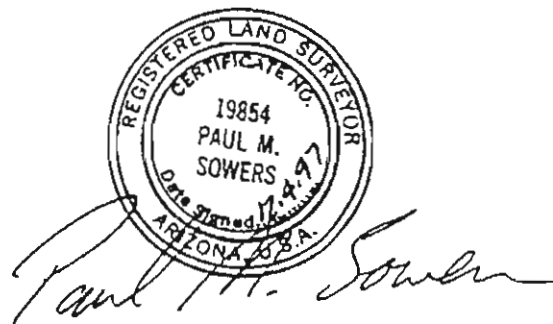
thence, North 00 degrees 58 minutes 02 seconds East, a distance of 341.35 feet;

thence, North 07 degrees 36 minutes 51 seconds West, a distance of 567.56 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 435,600 square feet (10.000 acres) more or less.

Prepared by: CMX Group Inc.
Project No. 5739
December 4, 1997

Exhibit A-II



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A portion of the Northwest quarter of Section 2, Township 3 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 2;

Thence, South 00 degrees 35 minutes 13 seconds West along the West line of said Section 2, a distance of 823.74 feet;

thence, South 76 degrees 03 minutes 03 seconds East along the South right-of-way line of Frank Lloyd Wright Boulevard as recorded in Docket 11594, Page 159, Maricopa County Recorder, Arizona, a distance of 2723.57 feet to a point on the East line of the Northwest quarter of said Section 2;

thence, South 00 degrees 58 minutes 02 seconds West along said East line, a distance of 767.73 feet to the TRUE POINT OF BEGINNING;

thence, continuing South 00 degrees 58 minutes 02 seconds West along said East line, a distance of 393.21 feet to the center of said Section 2;

thence, North 89 degrees 39 minutes 22 seconds West along the East-West midsection line of said Section 2, a distance of 299.99 feet;

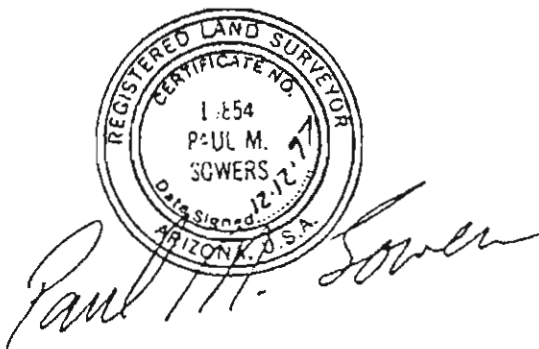
thence, North 00 degrees 53 minutes 02 seconds East, a distance of 396.48 feet;

thence, South 89 degrees 01 minutes 58 seconds East, a distance of 299.97 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 118,442 square feet (2.7191 acres) more or less.

Prepared by: CMX Group Inc.
Project No. 5739.03
December 12, 1997

Exhibit A-III



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Sec. 5.2603. Use regulations.

A. *Permitted uses.* Buildings, structures or premises shall be used and building and structures shall hereafter be erected, altered or enlarged for the following uses:

1. Private and charter school having no room regularly used for housing or sleeping overnight. Subject to Development Review Board approval and compliance with standards, but not limited to, the following as well as those otherwise required in the district.
 - (1) Location: all proposed private and charter schools shall be located a minimum of five hundred (500) feet from any adult use.
 - (2) Lot Area: the minimum lot area shall be equal to that required for the district, except that no lot shall be less than forty three thousand (43,000) square feet (net).
 - (3) There shall be no outside speaker system or bells, if the school building is within one hundred (100) feet of a single family dwelling or multi-family dwelling unit.
 - (4) Open Space: per underlying zoning district open space requirements. All NAOS requirements of the district must be met and may be applied towards the overall open space requirements subject to compliance with NAOS standards.
 - (5) Parking: parking shall observe the front yard setbacks of the district for all frontages. One third of the required parking may be shared parking with other establishments present on site. Parking shall be located and screened per the requirements of the district.
 - (6) Outdoor Recreation Area: all outdoor playgrounds and recreation areas shall be enclosed by a wall or fence sufficient in height to protect the safety and welfare of the students and shall be located within the side or rear yard. Any playground or outdoor recreation area shall be located a minimum of fifty (50) feet from any residential district and screened by a minimum six (6) foot high wall.
 - (7) Drop Off Area: a drop off area accommodating a minimum of five (5) vehicles shall be located along a sidewalk or landing area connected to the main entrance to the school. This area shall not include internal site traffic aisles, parking spaces, fire lanes, etc.
 - (8) Any public trails or pedestrian connections shall be incorporated into the site plan and approved by the Development Review Board.
 - (9) Circulation Plan: the applicant shall submit a circulation plan to insure minimal conflicts between the student drop-off area, potential van and bus drop-off area, parking, access driveways, pedestrian and bicycle paths on site.

1.	Retail sales.		
	a.	Apparel and accessories stores such as men's and boys clothing and furnishings, women's wear and accessories, children's and infant's wear, family clothing,	

Exhibit B

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		shoes, custom tailoring, fur apparel, clothing rentals, and fabrics.	
	b.	Automotive parts store.	
	c.	Books, newspaper, magazine or stationery stores.	
	d.	Camera or photographic supply stores.	
	e.	Cigar, tobacco, cigarette stores.	
	f.	Drug and proprietary stores.	
	g.	Florists.	
	h.	Eating and drinking places without live entertainment or patron dancing.	
	i.	Food stores and groceries such as grocers, delicatessens, meats and fish, fruits and vegetables, candy, nut, confectionery, dairy products, and bakeries.	
	j.	Furniture, home furnishings and equipment stores such as furniture, inside window coverings, china, glassware, metalware, household appliances, radios and televisions, music supplies and equipment, and home and portable business computers.	
	k.	General merchandise stores including department, variety,	

		antiques, catalogue sales outlet, and warehouse clubs.	
	l.	Gift, novelty, import, art, jewelry or souvenir stores.	
	m.	Hobby or toy stores.	
	n.	Home improvement stores including but not limited to paint, glass, wallpaper, and carpet.	
	o.	Liquor stores.	
	p.	New motor vehicles stores with display and storage enclosed within a building and no service area.	
	q.	Petshops.	
	r.	Sporting goods and bicycles.	
	s.	Swimming pool and patio supplies and accessories.	
2.	Services.		
	a.	Broadcasting studio without towers.	
	b.	Business services including blueprinting and photocopying, printing, mailing services, office equipment rentals and photofinishing services.	
	c.	Personal wireless service facilities; minor, subject to the requirements of sections 1.906, 3.100 and 7.200.	

	d.	Educational services including art and music schools, dancing schools, extensions of colleges or universities and day care center.	
	e.	Finance, insurance and real estate services including banking and bank-related services, savings and loan associations, securities, brokers and dealers, insurance agents and brokers, and real estate agents and brokers and associated services and headquarters.	
	f.	Governmental services.	
	g.	Hospital for animals including boarding and lodging provided that there are no open kennels and provided that all activities are conducted in soundproof buildings.	
	h.	Medical services including offices for physicians, dentists, osteopaths, chiropractors, opticians, optometrists and group health services with ancillary laboratories excluding any services requiring overnight patient stays.	
	i.	Personal services including laundering and dry cleaning services, photographic services, beauty shops, barber shops, and shoe repair and shining.	

	j.	Private business, professional and civic clubs and associations.	
	k.	Professional services including legal services; engineering, interior design and architectural services; and accounting, auditing and bookkeeping services, and consulting services.	
	l.	Recyclable material collection.	
	m.	Repair services including appliance repair, watch, clock and jewelry repair, and upholstery shop.	
	n.	Restaurant.	
	o.	Taxidermist.	
	p.	Travel agency.	
	q.	Video tape rental.	
3.	Cultural, entertainment and recreation.		
	a.	Churches, synagogues, and temples.	
	b.	Cultural activities including libraries and museums.	
	c.	Game center and arcade.	
	d.	Pool or billiards parlor.	
	e.	Public assembly facilities including indoor motion picture	

		theaters and legitimate theaters.	
	f.	Recreational facilities including ice skating, roller skating, bowling, gymnasiums, health and fitness centers.	
4.	Residential.		
	a.	Hotels, motels, and inns.	
	b.	Multifamily residential.	

B. Uses subject to a conditional use permit.

1.	Automobile rental.	
2.	Automobile repair and service.	
3.	Automobile wash services excluding self-operated.	
4.	Automotive tires, batteries and accessories.	
5.	Broadcasting studios with towers.	
6.	Business school.	
7.	Gasoline sales and service stations.	
8.	Indoor aquarium.	
9.	Live entertainment (see section 2.208 for criteria).	
10.	New and used motor vehicle sales including outdoor storage.	
11.	Outdoor recreational facilities	

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14.	Teen dance center.	
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15.	Seasonal art festival.	
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(Ord. No. 2311, § 1, 8-21-90; Ord. No. 2317, § 1, 11-6-90; Ord. No. 2430, § 1, 1-21-92; Ord. No. 2620, § 1, 8-2-94; Ord. No. 2858, § 1, 12-5-95)

Sec. 5.1603. Use regulations.

A. *Permitted uses.* Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

1. Business and professional services.
 - a. Business and professional office (limited to ten (10)) percent of gross building floor area development on a lot within a subdivision.
 - b. ~~Hospitals for animals including boarding and lodging provided that there shall be no open kennels maintained and provided that all facilities will be in soundproof buildings.~~
 - c. ~~School, private, operated as a commercial enterprise.~~
 - d. ~~Municipal uses.~~
 - b. ~~Private and charter school having no room regularly used for housing or sleeping overnight. Subject to development review board approval and compliance with standards including, but not limited to, the following as well as those otherwise required in the district.~~
 - (1) ~~Location: all proposed private and charter schools shall be located a minimum of five hundred (500) feet from any adult use.~~
 - (2) ~~Lot Area: the minimum lot area shall be equal to that required for the district, except that no lot shall be less than forty three thousand (43,000) square feet (net).~~
 - (3) ~~There shall be no outside speaker system or bells, if the school building is within one hundred (100) feet of a single family dwelling or multi-family dwelling unit.~~
 - (4) ~~Open Space: per underlying zoning district open space requirements. All NAQS requirements of the district must be met and may be applied towards the overall open space requirements subject to compliance with NAQS standards.~~
 - (5) ~~Parking: parking shall observe the front yard setbacks of the district for all frontages. One third of the required parking may be shared parking with other establishments present on site. Parking shall be located and screened per the requirements of the district.~~
 - (6) ~~Outdoor Recreation Area: all outdoor playgrounds and recreation areas shall be enclosed by a wall or fence sufficient in height to protect the safety and welfare of the students and shall be located within the side or rear yard. Any playground or outdoor recreation area shall be located a minimum of fifty (50) feet from any residential district and screened by a minimum six (6) foot high wall.~~
 - (7) ~~Drop Off Area: a drop off area accommodating a minimum of five (5) vehicles shall be located along a sidewalk or landing area~~

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~~connected to the main entrance to the school. This area shall not include internal site traffic aisles, parking spaces, fire lanes, etc.~~

~~(8) Any public trails or pedestrian connections shall be incorporated into the site plan and approved by the Development Review Board.~~

~~(9) Circulation Plan: the applicant shall submit a circulation plan to insure minimal conflicts between the student drop-off area, potential van and bus drop-off area, parking, access driveways, pedestrian and bicycle paths on site.~~

2. Manufacturing and processing.

~~a. Beverage bottling.~~

~~b. Blacksmith shop or welding shop.~~

~~c. Boat building or repair.~~

~~d. Cabinet shop.~~

~~e. Cleaning and dyeing plant.~~

~~f. Cosmetics manufacturing.~~

~~g. Dairy products processing.~~

~~h. Electronic components manufacturing.~~

~~i. Furniture refinishing and manufacturing.~~

~~j. Ice cream manufacturing.~~

~~k. Ice plant or cold storage plant.~~

~~l. Instrument manufacturing.~~

~~m. Jewelry manufacturing.~~

~~n. Meat or poultry processing, but not including slaughtering.~~

~~o. Motion picture production.~~

~~p. Musical instrument, games and toys manufacturing.~~

~~q. Pharmaceutical manufacturing.~~

~~r. Pottery manufacturing.~~

~~s. Replating shop.~~

~~t. Research and development laboratories.~~

~~u. Sheet metal shop.~~

~~v. Sign shop.~~

w. Upholstering shop.

3. Retail sales.

a. Appliance store.

b. Automobile parts store.

c. Automobile sales, new or used.

~~d. Awning or canvas store.~~

e. Boat sales.

f. Building materials sales yard, including the sale of rock, sand and gravel as an incidental part of the main business but excluding concrete mixing.

g. Carpet and floor covering store.

h. Craft shop conducted in conjunction with retail business which includes ceramics, mosaics, fabrics, jewelry, leather goods, silk screening, dress designing, sculpturing and wood carving.

i. Furniture store.

~~j. Ice distributing station.~~

k. Motorcycle sales.

l. Plant nursery.

m. Recreational vehicles and camper sales.

n. Swimming pool sales office, including display pools and equipment storage.

o. Tire shop including recapping.

4. Wholesale sales.

~~a. Wholesale sales of any commodity allowed as retail sales in the City of Scottsdale.~~

5. Services.

- a. ~~Animal boarding kennel, provided that there shall be no open kennels maintained and provided that all facilities will be in soundproof buildings.~~
- b. Appliance repair.
- c. ~~Automated or coin-operated carwash.~~
- d. Automobile rental or leasing.
- e. Automobile storage garage.
- f. Automotive repair.
- g. Boat building or repair.
- h. ~~Broadcasting station and studio, radio or television, but not including sending or receiving tower.~~
- i. Emissions testing facility.
- j. Equipment rental or sales.
- k. Equipment storage.
- l. ~~Frozen food locker.~~
- m. ~~General or subcontractors.~~
- n. ~~Printing, lithography, publishing or photostating establishment.~~
- o. ~~Public utility service or storage yard.~~
- p. ~~Recyclable material collection center.~~
- q. ~~Trailer repair.~~
- r. ~~Unoccupied recreational vehicle storage.~~
- s. ~~Warehouses.~~

6. Other uses.

- a. Accessory buildings.
- b. Personal wireless service facilities; minor, subject to sections 1.906, 3.100 and 7.200.

- c. Temporary buildings for uses incidental to construction work, to be removed upon completion or abandonment of construction work.

B. Uses permitted by conditional use permit.

- 1. ~~Amusement park.~~
- 2. ~~Broadcasting station and studio, commercial; commercial radio or television, including sending or receiving towers.~~
- 3. Gasoline service station (see section 2.208 for criteria).
- 4. ~~Outdoor sales display area.~~
- 5. ~~Internalized community storage (see section 2.208 for criteria).~~
- 6. Personal wireless service facilities; major, subject to sections **1.400**, 3.100 and 7.200.
- 7. Seasonal art festival.

(Ord. No. 1903, § 1, 9-2-86; Ord. No. 1971, § 1, 8-4-87; Ord. No. 2311, § 1, 8-21-90; Ord. No. 2430, § 1, 1-21-92; Ord. No. 2654, § 1, 4-19-94; Ord. No. 2831, § 1, 9-19-95; Ord. No. 2901, § 1, 4-16-96)

Editor's note--The arabic numbers for uses in paragraphs A and B above were not present in Ord. No. 1903. As they were present prior to enactment of Ord. No. 1903, the arabic numbers have been editorially supplied.

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RESOLUTION NO. 5054

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT AGREEMENT NO. 98-0046 WITH KEMPER MARLEY, JR. AND PEDERSON GROUP, INC. FOR PROPERTY LOCATED AT SOUTHEAST CORNER OF SCOTTSDALE ROAD AND FRANK LLOYD WRIGHT BOULEVARD.

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with persons having an interest in real property located in the City; and

WHEREAS, Kemper Marley Jr. and Pederson Group, Inc. have negotiated and agreed with neighbors to remove certain uses from the list of available uses applicable to the property which is the subject of Zoning Case No. 51-ZN-97; and

WHEREAS, the City, Kemper Marley Jr. and Pederson Group, Inc. have voluntarily negotiated the attached development agreement to limit the uses of the Property to uses as approved in Zoning Case No. 51-ZN-97; and

WHEREAS, it is in the best interest of the City, Kemper Marley Jr. and Pederson Group, Inc. that a development agreement be executed setting forth the permitted uses of the Property.

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

Section 1. That Mayor Sam Kathryn Campana is authorized to execute, in a form substantially similar to that attached, Development Agreement No. 980046 limiting the uses on the Property as approved in zoning Case No. 51-ZN-97.

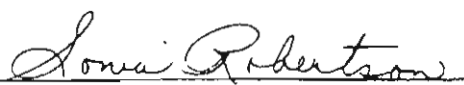
Section 2. That the City Clerk is hereby directed to record the development agreement with the Maricopa County recorder within ten (10) days of its completion and execution by all the parties.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 16th day of June, 1998.

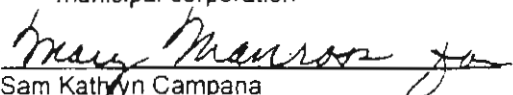
ATTEST:

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By:

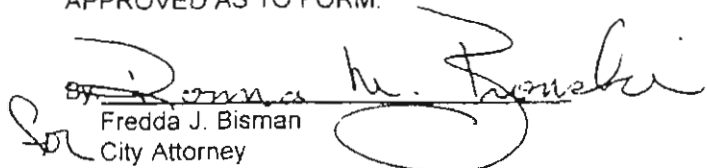

Sonia Robertson
City Clerk

By:


Sam Kathryn Campana
Mayor

APPROVED AS TO FORM:

By:


Fredda J. Bismar
City Attorney

ATTACHMENT #1

Sec. 5.1603. Use regulations.

A. Permitted uses. Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

1. Business and professional services.
 - a. Business and professional office (limited to ten (10)) percent of gross building floor area development on a lot within a subdivision.
 - b. ~~Hospitals for animals including boarding and lodging provided that there shall be no open kennels maintained and provided that all facilities will be in soundproof buildings.~~
 - c. ~~School, private, operated as a commercial enterprise.~~
 - d. ~~Municipal uses.~~
 - e. ~~Private and charter school having no room regularly used for housing or sleeping overnight. Subject to development review board approval and compliance with standards including, but not limited to, the following as well as those otherwise required in the district.~~
 - (1) ~~Location: all proposed private and charter schools shall be located a minimum of five hundred (500) feet from any adult use.~~
 - (2) ~~Lot Area: the minimum lot area shall be equal to that required for the district, except that no lot shall be less than forty three thousand (43,000) square feet (net).~~
 - (3) ~~There shall be no outside speaker system or bells, if the school building is within one hundred (100) feet of a single family dwelling or multifamily dwelling unit.~~
 - (4) ~~Open space: per underlying zoning district open space requirements. All NAOS requirements of the district must be met and may be applied towards the overall open space requirements subject to compliance with NAOS standards.~~
 - (5) ~~Parking: parking shall observe the front yard setbacks of the district for all frontages. One third of the required parking may be shared parking with other establishments present on site. Parking shall be located and screened per the requirements of the district.~~
 - (6) ~~Outdoor Recreation Area: all outdoor playgrounds and recreation areas shall be enclosed by a wall or fence sufficient in height to protect the safety and welfare of the students and shall be located within the side or rear yard. Any playground or outdoor recreation area shall be located a minimum of fifty (50) feet from any residential district and screened by a minimum six (6) feet high wall.~~
 - (7) ~~Drop Off Area: A drop off area accommodating a minimum of five (5) vehicles shall be located along a sidewalk or landing area~~

~~connected to the main entrance to the school. This area shall not include internal site traffic aisles, parking spaces, fire lanes, etc.~~

(8) ~~Any public trails or pedestrian connections shall be incorporated into the site plan and approved by the Development Review Board.~~

(9) ~~Circulation Plan: the applicant shall submit a circulation plan to insure minimal conflicts between the student drop-off area, potential van and bus drop-off area, parking, access driveways, pedestrian and bicycle paths on site.~~

2. Manufacturing and processing.

a. ~~Beverage bottling.~~

b. ~~Blacksmith shop or welding shop.~~

c. ~~Boat building or repair.~~

d. ~~Cabinet shop.~~

e. ~~Cleaning and dyeing plant.~~

f. ~~Cosmetics manufacturing.~~

g. ~~Dairy products processing.~~

h. ~~Electronic components manufacturing.~~

i. ~~Furniture refinishing and manufacturing.~~

j. ~~Ice cream manufacturing.~~

k. ~~Ice plant or cold storage plant.~~

l. ~~Instrument manufacturing.~~

m. ~~Jewelry manufacturing.~~

n. ~~Meat or poultry processing, but not including slaughtering.~~

o. ~~Motion picture production.~~

p. ~~Musical instrument, games and toys manufacturing.~~

q. ~~Pharmaceutical manufacturing.~~

r. ~~Pottery manufacturing.~~

s. ~~Replating shop.~~

Exhibit 1 to Exhibit "E"

1998-046-COS-A2

Page 2 of 5

- ~~i. Research and development laboratories.~~
 - ~~g. Sheet metal shop.~~
 - ~~h. Sign shop.~~
 - w. Upholstering shop.
3. Retail sales.
- a. Appliance store.
 - b. Automobile parts store.
 - c. Automobile sales, new or used.
 - ~~d. Awning or canvas store.~~
 - e. Boat sales.
 - f. Building materials sales yard, including the sale of rock, sand and gravel as an incidental part of the main business but excluding concrete mixing.
 - g. Carpet and floor covering store.
 - h. Craft shop conducted in conjunction with retail business which includes ceramics, mosaics, fabrics, jewelry, leather goods, silk screening, dress designing, sculpturing and wood carving.
 - i. Furniture store.
 - ~~j. Ice distributing station.~~
 - k. Motorcycle sales.
 - l. Plant nursery.
 - m. Recreational vehicles and camper sales.
 - n. Swimming pools sales office, including display pools and equipment storage.
 - o. Tire shop including recapping.
4. Wholesale sales.
- ~~a. Wholesale sales of any commodity allowed as retail sales in the City of Scottsdale.~~

5. Services.

- a. ~~Animal boarding kennel, provided that there shall be no open kennels maintained and provided that all facilities will be in soundproof buildings.~~
- b. Appliance repair.
- c. ~~Automated or coin-operated carwash.~~
- d. Automobile rental or leasing.
- e. Automobile storage garage.
- f. Automotive repair.
- g. Boat building or repair.
- h. Broadcasting station and studio, radio or television, but not including sending or receiving tower.
- i. Emissions testing facility.
- j. Equipment rental or sales.
- k. Equipment storage.
- l. ~~Frozen food locker.~~
- m. ~~General or subcontractors.~~
- n. ~~Printing, lithography, publishing or photostating establishment.~~
- o. ~~Public utility service or storage yard.~~
- p. ~~Recyclable material collection center.~~
- q. ~~Trailer repair.~~
- r. ~~Unoccupied recreational vehicle storage.~~
- s. ~~Warehouses.~~

6. Other uses.

- a. Accessory buildings.
- b. Personal wireless service facilities; minor, subject to sections 1.996, 3.100 and 7.200

- c. Temporary buildings for uses incidental to construction work, to be removed upon completion or abandonment of construction work.

B. Uses permitted by conditional use permit.

1. ~~Amusement park.~~
2. ~~Broadcasting station and studio, non-commercial; commercial radio or television, including sending or receiving towers.~~
3. ~~Gasoline service station (see section 2.208 for criteria).~~
4. ~~Outdoor sales display area.~~
5. Internalized community storage (see section 2.208 for criteria).
6. Personal wireless service facilities; major, subject to sections 1.400, 3.100 and 7.200.
7. Seasonal art festival.

(Ord. No. 1903, § 1, 9-2-86; Ord. No. 1971, § 1, 8-4-87; Ord. No. 2311, § 1, 8-21-90; Ord. No. 2430, § 1, 1-21-92; Ord. No. 2654, § 1, 4-19-94; Ord. No. 2831, § 1, 9-19-95; Ord. No. 2901, § 1, 4-16-96)

Editor's note: The arabic numbers for uses in paragraphs A and B above were not present in Ord. No. 1903. As they were present prior to enactment of Ord. No. 1903, the arabic numbers have been editorially supplied.

RESOLUTION NO. 9290

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A CONDITIONAL USE PERMIT FOR A BAR IN A 19,600 +/- SQUARE-FOOT ESTABLISHMENT LOCATED AT 16203 N SCOTTSDALE ROAD WITH PLANNED REGIONAL CENTER (PRC) ZONING.

WHEREAS, the Planning Commission held a public hearing on December 12, 2012; and

WHEREAS, the City Council held a public hearing on January 8, 2013.

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

Section 1. That the City Council finds:

- a) that the granting of this conditional use permit per stipulations set forth on Exhibit 2 will not be materially detrimental to the public health, safety or welfare based on, but not limited to, the following factors: damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination and impact on surrounding areas resulting from an unusual volume or character of traffic;
- b) that the characteristics of the proposed conditional use are reasonably compatible with the types of uses permitted in the surrounding areas; and
- c) that compliance with the additional conditions for bars, set forth on Exhibit 3, is required.

Section 2. That a description of the conditional use permit is set forth in Case No. 24-UP-2012. The property that is subject to the conditional use permit is shown on Exhibit 1 and the conditional use permit approval is conditioned upon compliance with all of the stipulations that are set forth in Exhibits 2 and 3. All exhibits are incorporated herein by reference.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 8th day of January, 2013.


ATTEST:

CITY OF SCOTTSDALE, an Arizona
Municipal Corporation

By: _____
Carolyn Jagger
City Clerk

By: _____
W.J. "Jim" Lane
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: 
Bruce Washburn, City Attorney
By: Sherry R. Scott, Deputy City Attorney



Hollywood Live

Exhibit 1
Resolution No. 9290

24-UP-2012

Conditional Use Permit – Bar

Stipulations

Hollywood Live

Case Number: 24-UP-2012

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

GOVERNANCE

1. **APPLICABILITY.** Live entertainment at this establishment shall continue to comply with the stipulations set forth in case 21-UP-2002.

OPERATIONS

2. **CONFORMANCE TO THE CONCEPTUAL FLOOR PLAN.** The interior layout of the premises shall be in substantial conformance with the conceptual floor plan submitted by Berry & Damore, LLC and with the city staff date of 11/07/2012, attached as Exhibit A to Exhibit 2. Any proposed significant change to the conceptual floor plan as determined by the Zoning Administrator, shall be subject to additional action and public hearings before the Planning Commission and City Council.
3. **SECURITY, MAINTENANCE, AND OPERATIONS PLAN.** The operations of the bar shall conform to the Security, Maintenance, and Operations Plan approved by, and on record with the City of Scottsdale's Police Department and the Planning, Neighborhoods, and Transportation Division. A copy of the approved Security, Maintenance, and Operations shall be maintained on site. Within 10 days after a request by the City Manager or designee, the owner shall provide an update of the Security, Maintenance, and Operations Plan to the Scottsdale Police Department and the Planning, Neighborhoods, and Transportation Division. At least ten (10) days before any operational change of the bar, or any promotional event (excluding Special Events), that modifies the requirements or contents of the Security, Maintenance, and Operations Plan, the owner shall submit a revised Security, Maintenance, and Operations Plan to the Scottsdale Police Department and the Planning, Neighborhoods, and Transportation Division. Any revised Security, Maintenance, and Operations Plan shall be subject to approval by the City of Scottsdale's Police Department and the Planning, Neighborhoods, and Transportation Division.
4. **NOISE.** In addition to the City's Noise Ordinance (Ordinance No. 3192, Article II, Chapter 19 of the Scottsdale Revised Code), noise generated from this use, including any speakers or other amplification equipment, shall not exceed ambient noise levels consistent to the use and the character of the area during hours of operation, as determined by the Zoning Administrator, or designee.

ADMINISTRATIVE/PROCESS

5. **CONDITIONAL USE PERMIT ADMINISTRATIVE REVIEW.** Within ten (10) days after a request by the Zoning Administrator or designee, the owner shall submit a letter to the Zoning

Exhibit 2

Resolution No. 9290

Page 1 of 2

Administrator or designee demonstrating compliance with all stipulations. A deviation from any stipulations or change in the floor plan may be grounds for revocation of the Conditional Use Permit.

6. CHANGES IN OWNERSHIP. Within ten (10) days after a change in ownership, the owner shall provide notice to the Zoning Administrator in writing of any such ownership change.

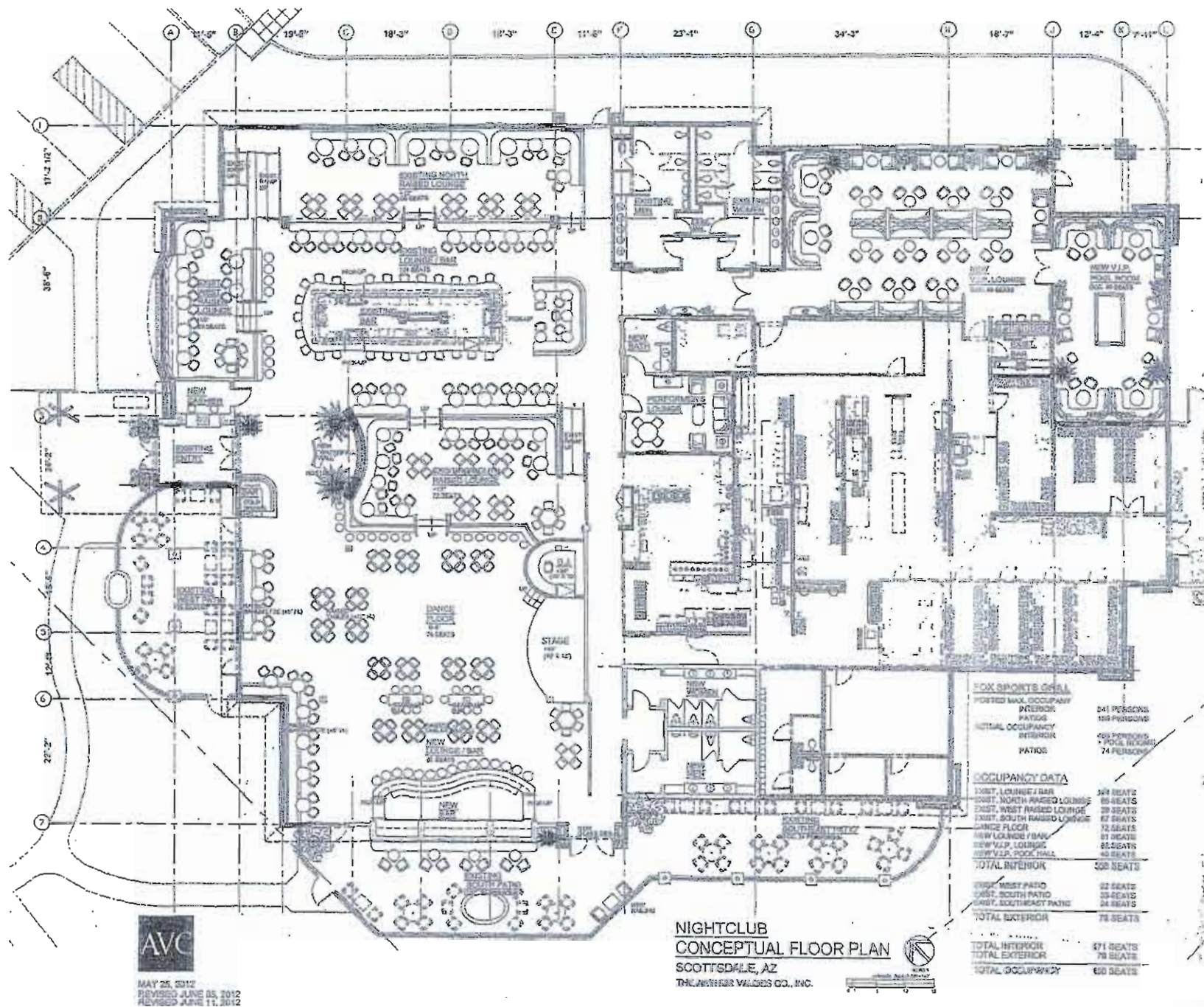


Exhibit 3
Scottsdale Revised Code Section 1.403 (C.)

- C. *Bars, cocktail lounges, and/or after hours establishments.*
1. The use shall not disrupt existing balance of daytime and nighttime uses.
 2. The use shall not disrupt pedestrian-oriented daytime activities.
 3. If the site is located within the Downtown Overlay District D-O then:
 - a. The use shall not encourage displacement of daytime retail uses unless it can be demonstrated that the proposed use shall promote diversity of first floor uses along the street.
 - b. The required parking for the use shall be within six hundred (600) feet of the property and shall not be separated from the property by a major or minor arterial street.
 4. If the use is located within five hundred (500) feet of a residential use or district then:
 - a. The use shall not adversely impact residential uses.
 - b. The use shall provide methods of buffering residential uses.
 5. An active management and security plan shall be created, approved, implemented, maintained, and enforced for the business.
 6. The applicant shall create a written exterior refuse control plan for approval by the City.
 7. The applicant shall demonstrate how noise and light generated by the use shall be mitigated.
 8. The applicant shall demonstrate that the use shall meet required parking and shall not exceed capacity for traffic in the area.
 9. After hours establishments must maintain a valid after hours establishment license.

Narrative

The applicant, Hollywood Live, LLC, is requesting a conditional use permit for a bar use at the previous Fox Sport's Grill (the "site"). The site currently has a live entertainment permit allowing the facility to host bands, disc jockeys, live sports broadcasts, and seasonal ticketed events. The newly rebranded Hollywood Live, LLC still intends to sell food, but is concerned that it may not meet the 60:40 food to liquor sales ratio required by Title 4, and thus would like to utilize a series 6 liquor license.

The site is part of the larger Promenade Shopping Center which is currently zoned PRC, and provides for a broad variety of general merchandise and service, including office and residential uses interrelated by design. Bars are a permitted use within the PRC, with a conditional use permit.

As part of this request, the landlord, Excel Realty, is also seeking to terminate the Development Agreement for the property that they own. The Development Agreement was originally intended to ensure that the property develop as a mixed use center, and contained limitations on certain uses. However, the intent of the agreement has been met, and the zoning itself provides sufficient limitations on the land uses, and thus the Agreement can be terminated.

Criteria

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

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

Hollywood Live is located within close proximity of a mix of commercial uses within The Promenade Shopping Center. Existing lighting on the site will remain with no additional lights proposed. There will be no impact to surrounding neighbors due to noise, vibration, or illumination.

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

The bar restaurant entrance and patio areas are oriented toward north Scottsdale Road. The existing shopping center will not be adversely affected by the additional traffic generated by this use. The bar use is compatible with other commercial uses and restaurants in the shopping center. The volume and character of traffic generated by this use will be primarily in the evening. The capacity peak time is expected to be 7 pm and again between 11 pm and 1 am.

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

The site is located within The Promenade shopping center and is surrounded by a mix of retail and office uses. The bar use is associated with an existing live entertainment use permit and is compatible with other commercial uses and restaurants within the shopping center.

Sec. 1.403(C.1.) Bars, Cocktail Lounges, and/or After-Hours Establishments.

1. The use shall not disrupt existing balance of daytime and nighttime uses.

The use shall not disrupt the existing balance of daytime and nighttime uses. This facility already has a live entertainment permit, and has historically been operated as a restaurant/ bar, compatible with other existing commercial uses within the shopping center. The closest residence is approximately 3,600 feet to the northeast of the site.

2. The use shall not disrupt pedestrian-oriented day time activities.

Again, the use has been historically occurring without interrupting other pedestrian-oriented day time activities occurring within the Center.

3. NA

4. NA

5. An active management and security plan shall be created, approved, and implemented, maintained and enforced for the business.

An active management and security plan has been submitted with this application. This plan is consistent with the plan that was approved as part of the live entertainment permit.

6. The applicant shall provide, with the application for the conditional use permit, a written exterior refuse control plan which must be approved by the planning and development department staff as complying with the written guidelines of the department.

Refuse will be contained within the two existing enclosed dumpsters located at the southeast corner of the facility. The applicant will clean any debris that may occur around the facility.

7. The applicant shall demonstrate how noise and light generated by the use shall be mitigated.

All live entertainment activity will occur in the interior of the facility within normal business hours, and with the door closed. There are no plans to have live entertainment on the patio. The patio will function as a typical restaurant/ bar, and may include outdoor speakers for background music. Given the facilities proximity to Scottsdale Road, and the location within the shopping center, the noise and light from the facility should have little to no impact.

8. The applicant shall demonstrate that the use shall meet the required parking and shall not exceed capacity for traffic in the area.

The building itself is 16,900 square feet, equating to a maximum occupancy of 800 persons. Based on a vehicular occupancy of 2.5 persons per vehicle, 320 vehicles would arrive at the site during capacity peak time. Assuming a one hour stay on site, 320 vehicles equate to 640 trips per peak hour.

The capacity peak time is expected to be at 7 pm, and again between 11 pm through 1 am. During these peak times, Scottsdale Road traffic volumes are at lower volumes. Additionally, trips from the site will be to the east (through the Promenade Center), not to Scottsdale Road directly. Traffic will utilize Scottsdale Road, Paradise Lane, and Frank Lloyd Wright Blvd. to access the shopping center and the facility. A trip generation review of these indicates that the proposal conforms to street design and traffic volume capacity in the area.

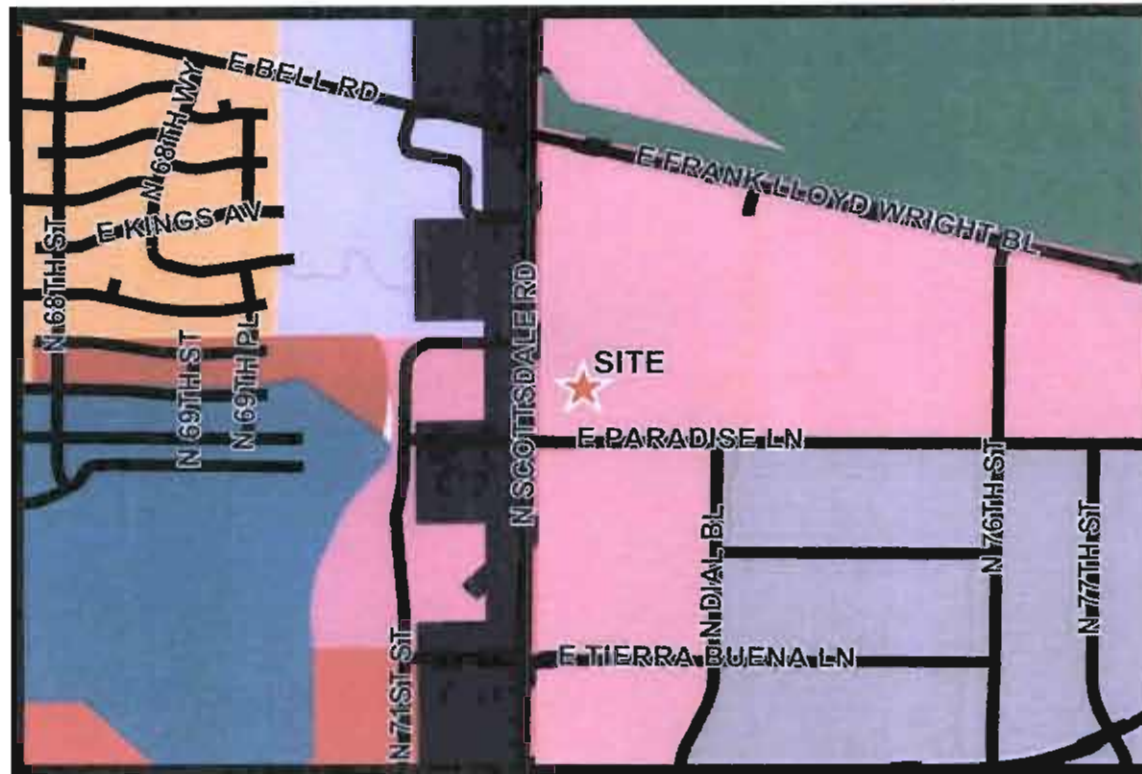
The parking requirements are consistent with the allowances within the Promenade Center Master Parking Plan, permitting 320 parking spaces. The anticipated peak demand can be accommodated within the Promenade Center.



Hollywood Live

24-UP-2012

Existing General Plan Land Use Map



24-UP-2012

ATTACHMENT #7

Zoning Map



24-UP-2012

ATTACHMENT #8

Our File No. 00720.0001

November 7, 2012

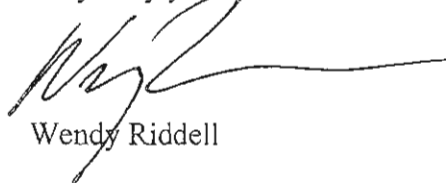
Re: Former Fox Sports Grill Site/ Hollywood Live

Dear Property Owner(s):

The purpose of this letter is to inform you that we filed an application (641-PA-2012) with the City of Scottsdale on behalf of Hollywood Live, LLC for a conditional use permit allowing Hollywood Live to operate a bar at the site of the former Fox Sports Grill. Other than signage, no changes to the exterior of the building are proposed at this time.

Public hearings before the Planning Commission and City Council are anticipated to be scheduled in the coming months. The City will mail notifications to all of the property owners within 750 feet of the project site and interested parties when the public hearings are scheduled. In the meantime, please feel free to contact me if you have any questions or concerns at 602-616-8771. You may also contact Meredith Tessier at 480-312-4211 with the City of Scottsdale Planning Department and reference case number 641-PA-2012.

Very truly yours,



Wendy Riddell

Enclosures
68994-1

ATTACHMENT #9

24-UP-2012
1st: 11/7/2012

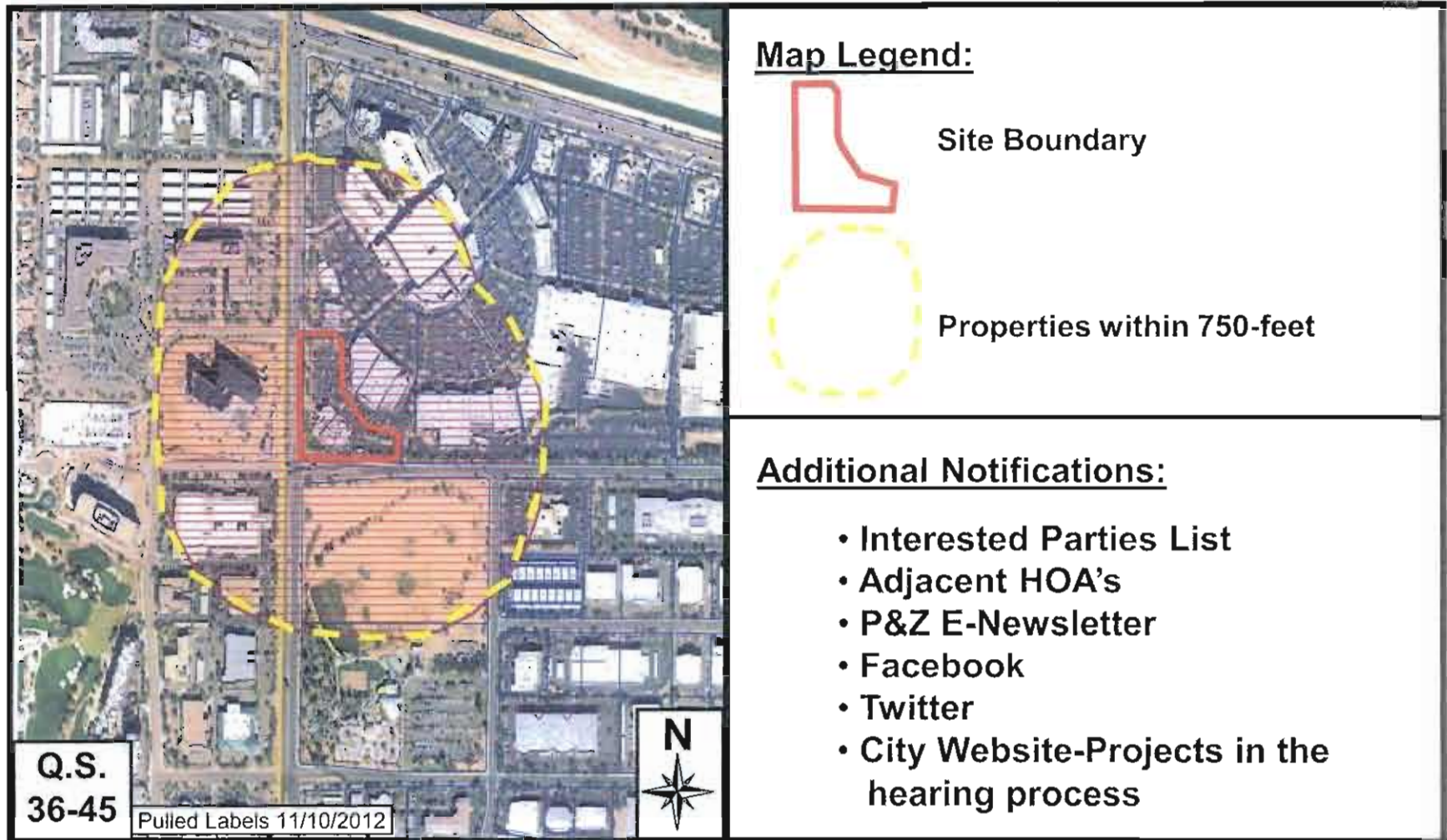
24-UP-2012
1st: 11/7/2012



Owner	MAIL_ADD MAIL_ADDR2	MAIL_CITY	MAIL_S MAIL_ZIP MAIL_COL APN
OSTASH FAMILY INVESTMENTS L L C	11083 E ARCADIA	SCOTTSDALE	AZ 85259 USA 21544065
H G J INVESTMENTS	10881 N SC #200	SCOTTSDALE	AZ 85254 USA 21544002F
ARIZONA STATE DEPT OF TRANSPORTATION	205 S 17TH AVE	PHOENIX	AZ 8.5E+08 USA 21544047A
G & J PROPERTIES LIMITED PARTNERSHIP	10881 N SCOTTSDALE RD STE 200	SCOTTSDALE	AZ 8.53E+08 USA 21544002D
UMB BANK ARIZONA NA	928 GRAND BLVD PO BOX 419226	KANSAS CITY	MO 64141 USA 21543330A
AX MAXX LP	300-360 MAIN STREET	WINNIPEG	MB R3C 3Z3 CANADA 21543330B
KIERLAND AZ LLC	16430 N SCOTTSDALE RD	SCOTTSDALE	AZ 85254 USA 21543331
PRUDENTIAL INSURANCE COMPANY OF AMERICA	213 WASHINGTON ST	NEWARK	NJ 71022922 USA 21543332C
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545022
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545012
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545013
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545014
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545015
EXCEL PROMENADE OFFICE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545017
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545018
EXCEL PROMENADE OFFICE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545019
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545033
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545034
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545037
ROARK J DANIEL/COLLEEN R	1600G N SCOTTSDALE RD	SCOTTSDALE	AZ 85254 USA 21542018
KIERLAND OFFICE LIMITED PARTNERSHIP	14362 N FRANK LLOYD WRIGHT BLVD STE 13	SCOTTSDALE	AZ 85260 USA 21542033
BREUNIG INVESTMENTS LLC	4333 W KITTY HAWK	CHANDLER	AZ 85226 USA 21542034
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545011
EXCEL PROMENADE LLC	17140 BERNARDO CENTER DR STE 300	SAN DIEGO	CA 92128 USA 21545021
DJD PROPERTY HOLDINGS LLC ETAL	3011 E BROADWAY STE 100	PHOENIX	AZ 85040 USA 21542035

24-UP-2012
1st: 11/7/2012

City Notifications – Mailing List Selection Map



Hollywood Live

24-UP-2012

ATTACHMENT #10

MINUTES REVIEW AND APPROVAL

1. Approval of November 14, 2012 Regular meeting Minutes including Study Session.

COMMISSIONER CODY MOVED TO APPROVE THE NOVEMBER 14, 2012 REGULAR MEETING MINUTES, INCLUDING STUDY SESSION. SECONDED BY VICE-CHAIR GRANT, THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SEVEN (7) TO ZERO (0).

EXPEDITED AGENDA

2. 27-UP-2006#2 (T-Mobile Scottsdale Ranch)
3. 24-UP-2012 (Hollywood Live)
4. 21-UP-2012 (Derby Public House)
5. 22-UP-2012 (Derby Public House)
6. 5-AB-2012 (Brusally Ranch)
7. 13-AB-2010#2 (Notre Dame Preparatory High School)

COMMISSIONER FILSINGER MOVED TO MAKE A RECOMMENDATION TO CITY COUNCIL FOR APPROVAL OF CASES 27-UP-2006#2, 24-UP-2012, 21-UP-2012, 22-UP-2012, 5-AB-2012 AND 13-AB-2010#2 PER THE STAFF RECOMMENDED STIPULATIONS, AFTER FINDING THAT THE CONDITIONAL USE PERMIT CRITERIA HAVE BEEN MET. SECONDED BY COMMISSIONER BRANTNER, THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SEVEN (7) TO ZERO (0).

8. (Approval of 2013 Calendar)

COMMISSIONER PETKUNAS MOVED TO APPROVE THE 2013 CALENDAR, SECONDED BY COMMISSIONER FILSINGER, THE MOTION CARRIED UNANIMOUSLY WITH A VOTE OF SEVEN (7) TO ZERO (0).

* Note: These are summary action minutes only. A complete copy of the meeting audio is available on the Planning Commission website at:
www.scottsdaleaz.gov/boards/PC.asp