

**WHEN RECORDED RETURN TO:**

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

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**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the \_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF FLAGSTAFF, ARIZONA, an Arizona municipal corporation (the "**City**"), AUZA FLAGSTAFF, LLC, an Arizona Limited Liability Company (the "**Owner**"), and TRINSIC ACQUISITION COMPANY, LLC, a Delaware limited liability company (the "**Developer**"). The City, Owner, and Developer are sometimes referred to in this Agreement collectively as the "**Parties**," or individually as a "**Party**."

**RECITALS**

A. The Owner owns that certain real property located west of the intersection of Lake Mary Road and High Country Trail in Flagstaff, Arizona, which consists of approximately 16.111 acres and is more particularly described on **Exhibit A** (the "**Property**").

B. It is the desire and current intention of the Developer to develop a 173-unit multi-family residential community on the south side of the Property and retain one existing single-family residential unit on the north side of the Property (the "**Project**").

C. It is the desire and current intention of the Developer and the Owner that upon approval by City Council of the rezoning of the Property as described in **Section 2** below, the Developer will acquire the 9-acre portion of the Property on the south side of the Property, on which the 173-unit multi-family residential community will be constructed, and the Owner will retain the 7.11-acre portion of the Property on the north side of the Property as shown on the map attached at **Exhibit B**. The Developer is under contract with the Owner to purchase the 9-acre portion of the property upon which the Project will be constructed, and is authorized to make the commitments described herein.

D. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

E. 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, designating eighteen (18) units for affordable rental housing, and other matters relating to the

development of the Property as depicted in the preliminary site plan for the Project (the “**Site Plan**”), a copy of which is attached as **Exhibit C** and incorporated by reference in this Agreement.

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

## **AGREEMENT**

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Recitals.** The recitals above, A through F are incorporated into this Agreement.
2. **Implementation of the Concept Plan through the Rezoning.** The Developer has submitted an application to rezone the Property from Rural Residential (RR) and Estate Residential (ER) to Medium Density Residential (MR) in accordance with the Site Plan. The Developer acknowledges that the City Council has absolute discretion to approve or disapprove the proposed zoning. The Parties acknowledge that certain conditions (the “Rezoning Conditions”) are likely to be approved in connection with the rezoning. In the event a conflict exists between the language set forth in one or more of the Rezoning Conditions and the terms of this Agreement, the Rezoning Conditions 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.
3. **Division and Combination of Parcels.** Following the zoning map amendment approval, the Developer will file a lot combination and split with the City to combine the two parcels to the south of High Country Trail into one parcel. The Developer will also file a lot combination with the City to combine the parcels that are subject to the zoning map amendment north of High Country Trail into one parcel. The final configuration of the parcels within the Property is shown in **Exhibit D**.
4. **Zoning Map Amendment.** 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. If applicable, these maps shall include appropriate indications of any Zoning Conditions.
5. **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 the multi-family housing development described in **Section 6** below within two (2) years following the effective date of this Agreement. If construction permits are not obtained within two (2) years following the effective date of this Agreement, the development will be governed by the City’s

ordinances, rules, guidelines, and official policies in effect at the time the construction permits are obtained.

6. **Project Description.** The Project contemplated by this Agreement shall consist of one single-family residential unit on the 7.11-acre northern portion of the Property and a multi-family housing development consisting of one-hundred seventy-three (173) rental units on the 9-acre southern portion of the Property, of which eighteen (18) rental units will be affordable and subject to the Affordability Plan, which is attached as Exhibit \_\_\_\_;

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 an increased front setback adjacent to High Country Trail due to the existing electrical easements and increased common open space throughout the site. The architecture will utilize, colors and roof forms that relate to the locale.

7.2 The Site Plan reflects an extension of the existing Flagstaff Urban Trail System (“FUTS”) trail, extending across the multi-family development along the south side of High Country Trail. The civic and common open space provided within the front setback along the south side of High Country Trail includes the portion of the FUTS trail and a bench. Pedestrian connectivity is provided throughout the majority of the multi-family community and to the FUTS trail.

7.3 The Site Plan reflects building locations that buffer the neighborhood to the south with “carriage units” against the south property line, with only clerestory windows facing adjacent single family residences.

7.4 The common open space reflected on the Site Plan is greater than required by the Flagstaff Zoning Code by 0.338 acres.

8. **Standards.** All public works facilities and 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, with the exception of the FUTS trail extension on the Property as described below in Section 9.3. The Developer shall meet all

City of Flagstaff storm water requirements per the approved drainage report and site plan, and as shown on the approved civil construction plan.

- 9.2 Per the Aura Flagstaff Public Water & Sewer Impact Analysis prepared by the City of Flagstaff dated June 1, 2018, no off-site infrastructure improvements are required other than to serve the Project. Developer shall design and install all water and sewer services within the Project per the City of Flagstaff's Engineering and Design Construction standards and the Maricopa Association of Government's standards as modified by the City of Flagstaff, except as provided by this Agreement or the City Engineer in writing. Sewer and water service to adjacent homes and businesses must be maintained during construction and tapping for the Project.
- 9.3 Developer shall extend the FUTS trail in accordance with all applicable City standards for trail width, paving, drainage, lighting, landscaping, and all other necessary requirements, through a portion of the Property, as generally depicted on the Site Plan. FUTS access pathways shall not be gated or otherwise obstructed and shall be open to the general public at all times. Developer shall be responsible for all maintenance and snow operations of the portion of the FUTS trail extension on the Property.
- 9.4 Per the Traffic Impact Statement ("TIS") for the Project prepared by CivTech, Inc. dated June 29, 2018 and submitted to the City of Flagstaff, traffic from the completed Project will have a minimal effect on existing condition in the surrounding area and no mitigation measures are warranted or recommended. The Developer will work with the City to design and implement the recommendations in the TIS and in a manner that meets City Codes and guidelines.

10. **Dedication of Public Easements.** Public utility and drainage easements must be identified on the construction plans and dedicated prior to the issuance of building permits. Dimensions for these easements must be in accordance with City requirements.

- 10.1 As part of the development of the Property and to facilitate the expansion of FUTS, the Developer agrees to dedicate a twenty (20) foot wide FUTS easement (the "Easement") to the City and to construct the trail system in the configurations and dimensions depicted in the Site Plan as part of the public improvements. The Developer shall dedicate the FUTS easement to the City concurrently with the approval of the civil plan set for the Project. The Developer agrees that the construction of the trail system will coincide with the development of other public improvements for the Property.

11. **Resource Protection.** The Parties acknowledge and agree that resource protection provisions set forth in the City's Zoning Code are applicable to the entire Project. The Owner and Developer understand that they shall maintain fifty percent (50%) of the existing forest resources in their natural state.

12. **Resource Protection Easement.** Further resource protections will be provided through a resource protection easement and shall be applied to the Property by the Owner as follows:

12.1 Approximately 7.11 acres of the Property area north of High Country Trail shall be retained through an easement (“Resource Protection Easement”), without further development, as identified on the Protection Area Map attached as **Exhibit E** (the “Protection Area Map”) and incorporated by reference. The Resource Protection Easement shall be dedicated to the City prior to approval of the civil plan set for the Property and will be approved as to the form by the City Council prior to recording.

12.2 All trees within the Protection Area Map shall be retained and protected onsite by the Owner in accordance with Division 10-50.90 of the Flagstaff Zoning Code.

13. **Development Restrictions.**

13.1 Approval of the zoning map amendment will convert the existing single-family residence and all accessory uses and structures on the Property into legal non-conforming uses and structures. The legal non-conforming uses and structures may continue pursuant to Section 10-20.60.030 (Restrictions on Nonconforming Uses and Structures) of the City of Flagstaff Zoning Code, as may be amended. Any expansion, alteration, or change to the legal non-conforming uses and structures must comply with Section 10-20.60.030, as may be amended.

13.2 The Property shall be limited to a maximum of one hundred seventy-three (173) multi-family residential units and one (1) detached single-family residence. No further development will be permitted on the Property.

14. **Affordable Housing.** Developer agrees to comply with the affordable housing requirements set forth in the Affordability Plan attached as **Exhibit G**, attached hereto and incorporated by reference. The purpose of these requirements is to ensure that the affordable housing contribution of ten (10) percent of the number of units allowed before the density bonus is applied, or eighteen (18) of 173 allowable dwelling units and the long-term management of these units for households earning up to eighty per cent (80%) of the Area Median Income (AMI) as defined by the US Department of Housing and Urban Development (HUD), or its successors, is met and maintained for the life of this Agreement. The Affordability Plan may be modified only with the express written consent of the City of Flagstaff Housing Director. The provisions of **Section 12** shall survive the termination of this Agreement.

15. **Crime Free Multi-Housing Program.** Following completion of construction of the Project, the Developer shall work with City of Flagstaff to join and participate in the City of Flagstaff Crime Free Multi-Housing Program.

16. **Incentives.** In recognition of the Developer's agreement to set aside eighteen (18) units for affordable rental housing purposes, the City has approved the following incentive for the Project:

16.1 A density bonus of twenty-nine (29) units has been applied in accordance with Zoning Code Section 10-30.20.040(B)(2).

17. **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:

Todd Gosselink  
Trinsic Acquisition Company  
4040 E. Camelback Road Suite 160  
Phoenix, AZ 85018

To Owner:

Shirley Auza  
Auza Flagstaff LLC  
3378 S. 16<sup>th</sup> Avenue  
Yuma, AZ 85365

Copy To:

City Attorney  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, AZ 86001

18. **General Provisions**

18.1 **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.

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

18.3 **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 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 16** of this Agreement. All rights and obligations of the Owner and Developer under this Agreement shall constitute

covenants running with the land and shall be binding on all of the Owner's and Developer's successors and assigns.

- 18.4 Attorney's Fees and Costs. Subject to **Section 18.17**, 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.
- 18.5 Authority. The person executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Parties, and that this Agreement is fully binding on such Parties.
- 18.6 Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.
- 18.7 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).
- 18.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against any Party to it or against the Party who prepared the last draft.
- 18.9 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.
- 18.10 Cooperation. In the event that 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 a 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.
- 18.11 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 of the Party benefitted 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.
- 18.12 Effective Date. This Agreement shall be effective upon execution by the Parties and recordation in the Office of the Coconino County Recorder.

- 18.13 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and shall not be changed or added to except in the manner provided in **Section 18.1**. 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 rezoning ordinance.
- 18.14 Exhibits. All exhibits attached are incorporated by reference as though fully set forth in this Agreement.
- 18.15 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.
- 18.16 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 18.16** shall survive termination of this Agreement.
- 18.17 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 attempt in good faith to resolve the dispute by mediation before resorting to litigation or some other alternative dispute resolution procedure. Mediation will be self-administered or 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.
- 18.18 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.

- 18.19 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 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.
- 18.20 No Obligation to Develop Property. Except as specifically set forth in this Agreement, there shall be no obligation for the Developer to construct the Project.
- 18.21 No Third Party Beneficiaries. No person or entity other than a Party to this Agreement or legal representative, successor in interest, or assign of such party shall be entitled to rely on this Agreement or the performance of any Party; 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.
- 18.22 Proposition 207 Waiver. Owner and Developer hereby waive and release the City from any and all claims under A.R.S. § 12-1134 through 12-1138, including any right to compensation for the 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 survive termination of this Agreement, run with the land and shall be binding upon all other successors in interest, heirs, successors, or assigns.
- 18.23 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.
- 18.24 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 law and in equity, including specific performance.
- 18.25 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.
- 18.26 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.

18.27 Term. The term of this Agreement shall commence on the Effective Date of this Agreement as defined in **Section 18.12** and shall terminate when the City Council determines, in its sole discretion, that the terms, conditions, and obligations of the Agreement have been fulfilled by all Parties, or the zoning has been reverted in accordance with A.R.S § 9-462.01(e).

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

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

[Signatures on Following Pages]

DRAFT







EXHIBIT "A"

The following is a description of a parcel of land, being a portion of Instrument 3654325 and Parcel 1 of Instrument 3654328, Coconino County Records (CCR), situate in section 32, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

**Beginning** at the southwest corner of Parcel 1 of Instrument 3654328;

Thence North 00°18'33" West along the west line of said Parcel 1 and the west line of Instrument 3654325 which is an east line of Ponderosa Trails Unit 1, Case 7 Map 65 a distance of 286.71 to a point on the south line of Tract H of Ponderosa Trails Unit 1;

Thence North 35°54'02" East along said south line a distance 502.43 feet to a point which is the beginning of a non-tangent curve, concave to the southeast and having a radius of 262.50 feet and to which beginning a radial line bears North 54°05'59" West;

Thence northeasterly along said curve and along said south line a distance of 247.63 feet through a central angle of 54°02'57";

Thence North 89°56'58" East a distance of 109.17 feet to a point on the east line of Section 32 and the southeast corner of Tract H;

Thence South 00°20'29" East along the east line of Section 32, the east line of Instrument 3654325 and the east line of Parcel 1 of Instrument 3654328 a distance of 801.95 feet to the southeast corner said Parcel 1;

Thence South 89°57'21" West along the south line of said Parcel 1 and a north line of Ponderosa Trails Unit 1 a distance of 619.42 feet to the **True Point of Beginning**;

Said parcel contains 397,027 sq. ft. or 9.1145 acres of land more or less as shown on attached Exhibit B and B-1 which by this reference is made a part hereof.



Parcel to be Rezoned to MR South of High Country Trail

## EXHIBIT "A"

The following is a description of a parcel of land, being a portion of Instrument 3654327, Parcel 2 of Instrument 3654328, and a portion of Instrument 3654325, Coconino County Records (CCR), situate in sections 29 and 32, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the westerly corner of Instrument 3654327 which is a point on the south line of said section 29 and a point on the southerly line of Interstate 17;

Thence North  $89^{\circ}51'06''$  East along said south line a distance 70.52 feet to the northwest corner of Parcel 2 Instrument 3654328;

Thence South  $00^{\circ}17'28''$  East along the west line of said Parcel 2 a distance of 506.07 feet to the southwest corner of said Parcel 2;

Thence North  $61^{\circ}18'42''$  East along the south line of said Parcel 2 a distance of 351.78 feet to the southeast corner of said Parcel 2;

Thence South  $00^{\circ}17'31''$  East along a west line of Instrument 3654325 a distance of 125.06 feet to a point on the north line of Tract I of Ponderosa Trails Unit 1, Case 7 Map 65;

Thence North  $35^{\circ}54'02''$  East along the north line of said Tract I a distance of 399.92 feet to the beginning of a non-tangent curve, concave to the southeast and having a radius of 337.46 feet and to which a radial line bears North  $54^{\circ}06'09''$  West;

Thence northeasterly along said north line along said curve a distance of 13.58 feet through a central angle of  $02^{\circ}18'20''$ ;

Thence North  $17^{\circ}06'11''$  West a distance of 134.41 feet to a point on the south line of section 29;

Thence continue North  $17^{\circ}06'11''$  West a distance of 361.87 feet to a point on the north line of Instrument 3654327 and a point on the south line of Interstate 17 and which is the beginning of a non-tangent curve, concave to the south and having a radius of 5,438.14 feet and to which a radial line bears North  $32^{\circ}48'11''$  West;

Thence southeasterly along said curve and said north line and along said south line of Interstate 17 a distance of 591.86 feet through a central angle of  $06^{\circ}14'09''$  to the **True Point of Beginning**;

Said parcel contains 304,760 sq. ft. or 6.9963 acres of land more or less as shown on attached Exhibit B and B-1 which by this reference is made a part hereof.



Parcel to be Rezoned to MR North of High Country Trail

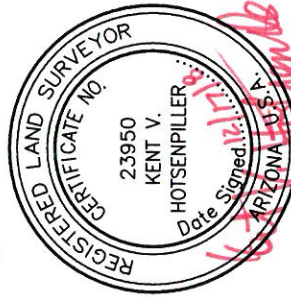
**Mogollon** Engineering and Surveying, Inc.

411 W Santa Fe Ave. Flagstaff, AZ 86001-mogollon99@aol.com- 928-214-0214

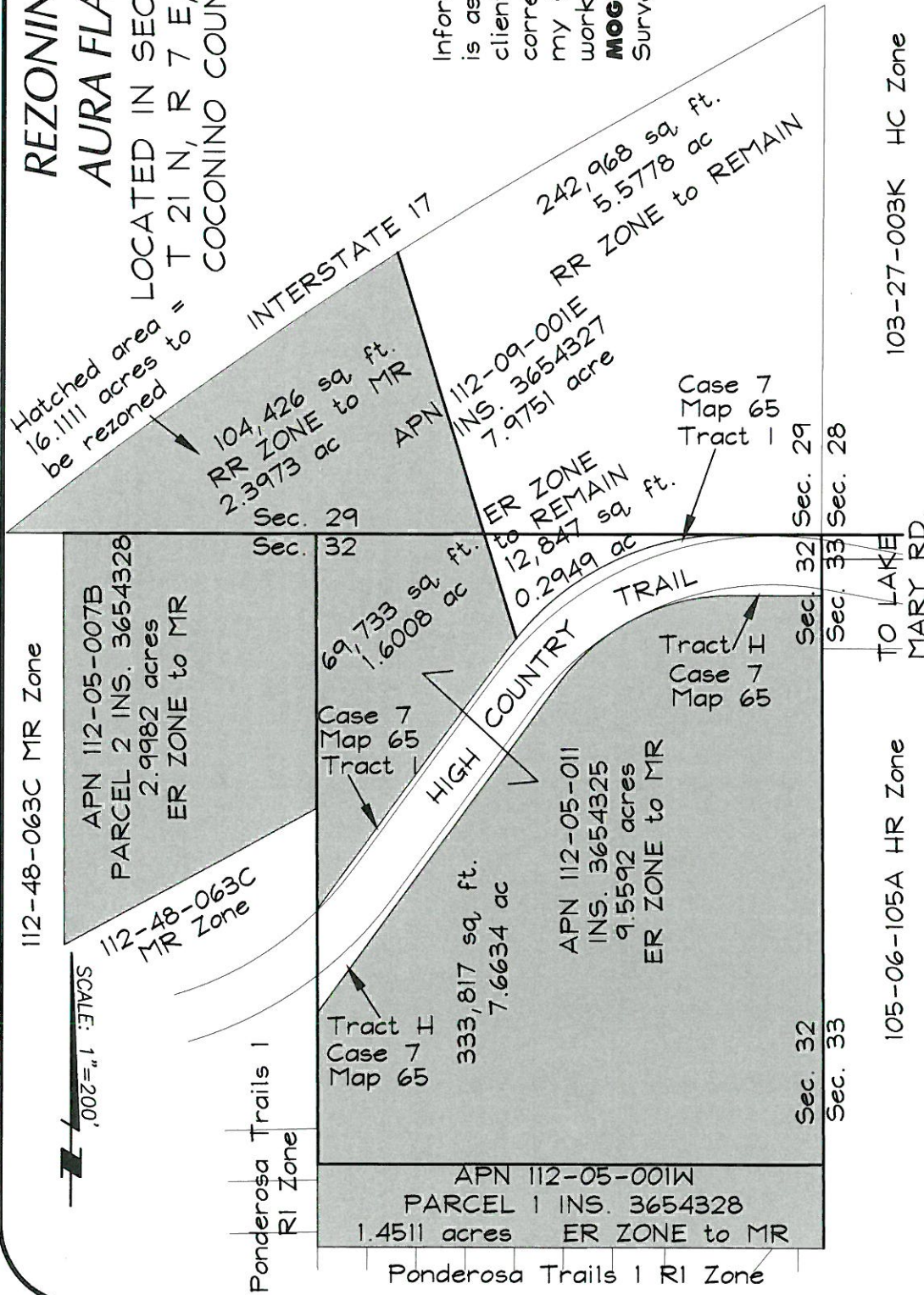
# REZONING MAP AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32,  
T 21 N, R 7 E, FLAGSTAFF,  
COCONINO COUNTY, ARIZONA

Information shown hereon  
is as provided by the  
client and is true and  
correct to the best of  
my knowledge. No field  
work was performed by  
**MOGOLLON** Engineering &  
Surveying, Inc.



Expires on 3/31/\_\_\_



SCALE: 1"=200'

HORIZONTAL SCALE: 1"=200'

VERTICAL SCALE:

DESIGNED/DRAWN BY:

PROJECT NO. 17259

DATE: 10/04/18

**Mogollon**  
ENGINEERING & SURVEYING

411 N. Santa Fe Avenue  
Flagstaff, Az. 86001  
Phone: 928-214-0214 • [Mogollon@aol.com](mailto:Mogollon@aol.com)

EXHIBIT B  
PARCEL REZONING MAP  
AURA FLAGSTAFF



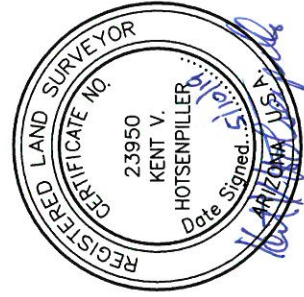


# NEW LOT CONFIGURATION

## AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32,  
T 21 N, R 7 E, FLAGSTAFF,  
COCONINO COUNTY, ARIZONA

Information shown hereon  
is as provided by the  
client and is true and  
correct to the best of  
my knowledge. No field  
work was performed by  
**MOGOLLON** Engineering &  
Surveying, Inc.



INTERSTATE 17

5.8727 acres to retain  
current zoning and to be  
retained by current  
owners for future  
development.

(NOT A PART OF  
ZONING MAP  
AMENDMENT)

6.9963 acres to be rezoned  
and retained by current  
owners as a Resource  
Protection easement.

HIGH COUNTRY  
TRAIL

9.1145 acres to be rezoned  
and aquired by Trinsic  
Residential for AURA.

Sec. 32 Sec. 29  
Sec. 33 Sec. 28

Sec. 32  
Sec. 33

SCALE: 1"=200'

EXHIBIT D  
NEW LOT CONFIGURATION  
AURA FLAGSTAFF

**Mogollon**  
ENGINEERING  
& SURVEYING

411 W. Santa Fe Avenue  
Flagstaff, Az. 86001  
Phone: 928-214-0214 • [mogollon@aol.com](http://mogollon@aol.com)

HORIZONTAL SCALE: 1"=200'

VERTICAL SCALE:

DESIGNED/DRAWN BY:

PROJECT NO. 17259

DATE: 05/09/19

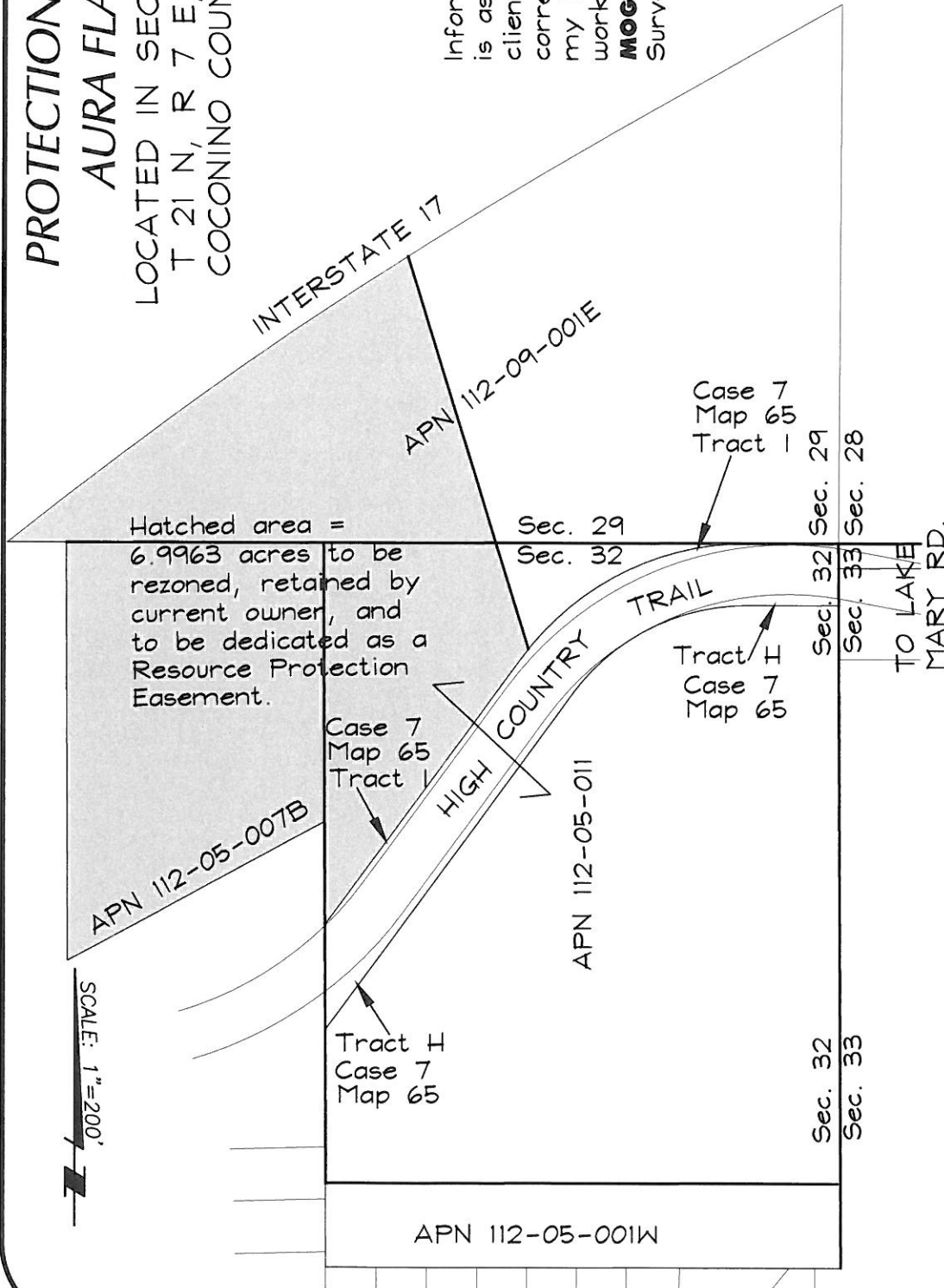
# PROTECTION AREA MAP AURA FLAGSTAFF

LOCATED IN SECTIONS 29 & 32,  
T 21 N, R 7 E, FLAGSTAFF,  
COCONINO COUNTY, ARIZONA

Information shown hereon  
is as provided by the  
client and is true and  
correct to the best of  
my knowledge. No field  
work was performed by  
**MOGOLLON** Engineering &  
Surveying, Inc.



Expires on 3/31/\_\_\_



SCALE: 1"=200'

**Mogollon**  
ENGINEERING  
& SURVEYING

411 N. Santa Fe Avenue  
Flagstaff, Az. 86001  
Phone: 928-214-0214 • Mogollon@aol.com

EXHIBIT E  
Protection Area Map  
AURA FLAGSTAFF

HORIZONTAL SCALE: 1"=200'  
VERTICAL SCALE:  
DESIGNED/DRAWN BY:  
PROJECT NO. 17259  
DATE: 05/09/19