

Official Records of Coconino County 3850581
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CITY OF FLAGSTAFF AM \$15.00

When recorded, mail to:

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

DEVELOPMENT AGREEMENT
between
City of Flagstaff
and
Woodshire on Butler, LLC

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of this 20th day of AUGUST 2019, by and between the City of Flagstaff (the “**City**”), a municipal corporation organized and existing under the laws of the State of Arizona, and Woodshire on Butler, LLC (the “**Developer**”), an Arizona limited liability company (LLC).

RECITALS

- A. Developer owns 3.31 acres of real property located at 3001 E. Butler Avenue, parcel number 106-04-006C, and intends to purchase a 0.74-acre portion of City Parcel 106-04-007B (the “City Parcel”) located at 2989 E. Butler Avenue, Flagstaff, Arizona, more specifically described in *Exhibit A* (collectively, the “**Property**”).
- B. Developer proposes to develop a residential community of approximately 50 detached condominium homes as more specifically described in the approved Preliminary Plat containing City Staff conditions dated May 1, 2019, attached hereto as *Exhibit B*, and the approved Site Plan containing City Staff conditions also dated May 1, 2019, and included as part of the Preliminary Plat (the “**Project**”).
- C. In order to develop the Project, Developer intends to purchase parcel 106-04-007B (the “City Parcel”) from the City. As a condition of this purchase, Developer has committed to construct and sell five affordable units as set forth in more detail below.
- D. The City has an interest in ensuring that the development of the Property complies with the City's standards for development and engineering improvements and all other City standards and for ensuring that affordable units are constructed in exchange for the sale of the City Parcel.
- E. Developer acknowledges that this development will be beneficial and advantageous to Developer and that purchasing the City Parcel will enable Developer to construct additional units and realize cost savings by securing a secondary access across the City Parcel.
- F. The City and Developer are entering into this Agreement pursuant to Arizona Revised Statutes § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms, whenever capitalized in this Agreement, shall have the meanings set forth below, except where the context clearly indicates otherwise:

- 2.1 **"Agreement"** shall mean this Development Agreement between the City and Developer.
- 2.2 **"A.R.S."** shall mean Arizona Revised Statutes.
- 2.3 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.
- 2.4 **"Construction Permits"** shall mean any permit issued by the City or other jurisdiction that is required in order to begin construction on any On-Site or Off-Site phase or stage of the Project, including but not limited to public improvements, grading, electrical, gas, plumbing, or mechanical.
- 2.5 **"Developer"** shall mean and refer to Woodshire on Butler, LLC, an Arizona limited liability company, and any successor and/or assignee of Woodshire on Butler, LLC pursuant to Section 6.16 of this Agreement.
- 2.6 **"Effective Date"** shall mean the date this Agreement becomes effective as set forth in Section 6.1 of this Agreement.
- 2.7 **"Parties"** shall mean a collective reference to the City and Developer, and its successors and/or assigns.
- 2.8 **"Roadway Improvements"** shall mean improvements to public roadway segments and intersections.

2.9 "Site" shall have the same meaning as the term Property.

2.10 "Zoning Code" shall mean the City's Zoning Code.

3. APPLICABLE REGULATION AND DEVELOPMENT STANDARDS

3.1 Development Standards. The development of the Project, as well as the requirements for off-site and on-site public improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement will apply. For any development occurring after five (5) years from the Effective Date of this Agreement, the current codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of submittal shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

3.2 Permits & Building Fees. Developer agrees and understands that all building permits, development fees, and other fees normally applicable to construction within the City at the time of application shall apply to the Project. Developer further agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project. Denial of a Developer's permit application for failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

4. IMPROVEMENT AND CONTRIBUTION REQUIREMENTS

4.1 General Roadway Improvements

The Parties agree that Developer's traffic mitigation will be accomplished as described in this Section.

4.1.1 General Off-Site Roadway Improvements. Developer shall widen Butler Avenue, as shown on the Preliminary Plat, to provide a left-turn lane at the Site driveway. Additionally, Developer shall pay cash-in-lieu for constructing the required roadway frontage improvements (curb/gutter and sidewalk) and a future right-turn lane at the Butler Avenue driveway, in the amounts set forth in **Exhibit D**. The fees will be used when the City widens Butler Avenue in the future. The calculations for the estimated in-lieu fees are subdivided according to the two parcels associated with the development. In the event Developer elects to construct the project in phases (1 and 2), the fees associated with each parcel shall be paid in advance of obtaining Construction Permits on the parcel. All right-of-way dedications required for this development as set forth in the Preliminary Plat will be completed prior to issuance of Construction Permits.

4.1.2 Temporary Easement. The City will grant a temporary access easement ("the Easement") across the remaining portion of the City parcel located at 2989 E. Butler

Avenue, as defined and depicted in *Exhibit C*. The Easement will be granted after the City Parcel is acquired, at close of escrow. In the event the City Parcel is not acquired by the Developer, the Easement will not be granted by the City.

4.2 General Water and Sewer Requirements

The required Water and Sewer Impact Analysis (“WSIA”) was waived by the City of Flagstaff for the Project. Instead, the Parties agree that Developer’s water and sewer requirements will be accomplished as described in this Section.

4.2.1 Off-Site Water Requirements. Per the City of Flagstaff Water Services memorandum dated November 29, 2018, Developer will make a cash-in-lieu contribution of eighteen thousand one hundred eighty-one dollars and seventy-six cents (\$18,181.76) for Parcel 106-04-006C. In addition, Developer agrees to make a cash-in-lieu contribution of four thousand two hundred eighty-eight dollars and sixty-five cents (\$4,288.65) for the portion Developer intends to purchase of Parcel 106-04-007B. Both payments are for the development’s portion of the off-site improvement costs of the secondary water source and must be made prior to Construction Permits being issued.

4.3 Affordable Housing

4.3.1 The Developer’s Obligations. Developer agrees to provide a minimum of five (5) permanently affordable ownership units. The affordable ownership units will be deed-restricted, utilizing deed restrictions approved by the City, to secure permanent affordability and must be sold to households earning up to no more than 100% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD) or its successor. Developer must finance the costs of construction for the affordable housing units, which shall be comparable in construction quality and exterior design to the market rate units within the development. Developer will work with the City to ensure that the affordable units are dispersed throughout the Project. Each unit shall be priced a minimum of 20% less than the fair market value per square foot of comparable units, with qualifying buyers spending no more than 30% of monthly income on mortgage payments. The five units shall be two-bedroom units. The units shall be constructed and offered for sale within five (5) years from the date the property is sold.

4.3.2 The City’s Obligations. The City will provide income qualification of homebuyers and buyer education services for qualified homebuyers. The City will also work with the Developer to develop a mutually agreeable deed restriction for the affordable units.

4.3.3 Term. The provisions of this Section 4.3 shall survive termination of this Agreement up to and until all affordable units have been sold to qualified homebuyers.

5. **DEFAULT; REMEDIES**

5.1 Events Constituting Default. A party hereunder shall be deemed to be in

default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder.

5.2. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any party shall be free to initiate litigation upon the conclusion of mediation.

5.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 5.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

5.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 5.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

5.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

5.6 No Personal Liability. No current or former member, official, or employee of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

5.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

6. GENERAL PROVISIONS

6.1 Effective Date and Term. This Agreement shall be effective (the “**Effective Date**”) upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). Except as otherwise stated herein, the term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate ten (10) years from such date.

6.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

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

To Developer:

Woodshire on Butler, LLC
Attn: Phil Petersen
3550 North Central Suite 1101
Phoenix, AZ 85012

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. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

6.3 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.

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

6.5 Authority. The undersigned 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. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State 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 and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

6.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property

Exhibit "B" Preliminary Plat

Exhibit "C" Easement

Exhibit "D" Roadway Contributions

6.7 Amendment of the Agreement. This Agreement may be amended, 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. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

6.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party.

6.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but 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 signatures of all Parties may be physically attached to a single document.

6.10 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.11 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

6.12 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

6.13 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a

party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

6.14 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

6.15 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

6.16 Successors and Assigns; Restriction on Assignment by Developer. All of the covenants and conditions set forth herein shall be binding upon the successors in interest of each of the Parties hereto, except that transfer of any portions of right-of-way from the City to the State of Arizona will not result in a transfer of obligations in this Agreement to the State. Obligations accruing after a transfer of ownership will not be deemed to be an obligation of the transferor, though no transfer will relieve a transferor of any obligation that accrued prior to the transfer.

Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Coconino County, Arizona, expressly assigning such rights and obligations. Such assignment must be approved by the City before the assignment is valid, which approval shall not be unreasonably withheld.

7. WAIVER OF CLAIM FOR DIMINUTION IN VALUE

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "Act"), in connection with the application of the City's existing land use laws and including Resolution Number 2019-18, CUP Number PZ-18-00105-06 and Ordinance Number 2005-10 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws , upon the Property.

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

City of Flagstaff

**Woodshire on Butler, LLC, an Arizona
limited liability company**

Coral Evans
Coral Evans, Mayor

By: Philip V. Petersen

Name: Philip V. Petersen

Title: Managing Partner

Attest:

Stacy Salzburg
City Clerk

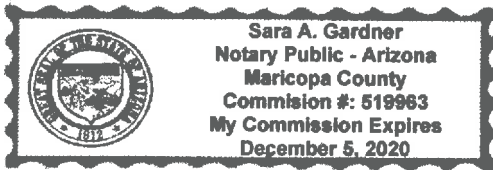
Approved as to form and authority:

Ch. M. [Signature]
City Attorney

STATE OF ARIZONA)
COUNTY OF Maricopa)

ACKNOWLEDGMENT

On this 29th day of July, 2019, before me, a Notary Public, personally appeared Philip V. Petersen known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Woodshire on Butler, LLC, an Arizona limited liability company, for the purposes therein contained.



Sara A. Gardner
Notary Public
My Commission Expires: Dec. 5, 2020

List of Exhibits

- Exhibit A: Legal Description of the Property**
- Exhibit B: Approved Preliminary Plat**
- Exhibit C: Easement**
- Exhibit D: Roadway Contribution**

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION
EXHIBIT 'A'
APN: 106-04-007B
Ref No. #18245
1-17-2019

A portion of that parcel of land as described in Instrument Number 3207467, Official Records of Coconino County (herein referred to as R1), lying within the northeast quarter of Section 23, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 216.15 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 110.66 feet to a found ½" rebar with yellow plastic cap stamped "WILLDAN PE 10301" at the southwest corner of said parcel;

Thence along the west line of said parcel, North 00°32'50" West, 93.37 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears South 62°16'52" East, 11.88 feet;

Thence leaving said west line and southeasterly along said curve, 11.90 feet through a central angle of 9°08'27";

Thence South 58°15'33" East, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears South 49°18'05" East 102.42 feet;

Thence southeasterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence South 39°04'21" East, 10.51 feet to the **TRUE POINT OF BEGINNING**;

Containing 5,854 square feet, or 0.134 Acres, more or less.

Parcel 2:

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 115.52 feet;

Thence North 39°04'21" West, 10.51 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears North 49°18'05" West 102.42 feet;

Thence northwesterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence North 58°15'33" West, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears North 62°16'52" West 11.88 feet;

Thence northwesterly along said curve, 11.90 feet through a central angle of 9°08'27" to a point on the west line of said parcel;

Thence along said west line, North 00°32'50" West, 50.42 feet to a set ½" rebar with aluminum cap "RLS 48756" on the southerly Right-of-Way line of Butler Avenue as described in Docket 918, Page 572, Official Records of Coconino County;

Thence North 57°20'18" East, 359.20 feet to a set ½" rebar with aluminum cap stamped "RLS 48756" on the southerly Right-of-Way line of said Butler Avenue, said point being in common with a point on the northwesterly property line of that parcel of land as shown on R2.

Thence North 88°40'26" East, 21.88 feet to a found ½" rebar with aluminum cap stamped "LS 18548" at an angle point in the northwesterly property line of said parcel of land as shown on R2;

Thence along the west line of said parcel, South 00°39'43" East, 30.29 feet;

Thence leaving said west line, South 52°21'57" West, 17.99 feet;

Thence South 62°44'34" West, 20.31 feet;

Thence South 51°25'21" West, 1.30 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears South 52°48'05" West, 72.98 feet;

Thence southwesterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence South 49°09'35" West, 38.94 feet;

Thence South 41°07'19" West, 12.46 feet to the beginning of a non-tangent curve concave to the east having a radius of 31.06 feet and being subtended by a chord which bears South 16°49'28" West, 21.91 feet;

Thence southwesterly and southerly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence South 03°49'48" East, 54.18 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears South 14°21'56" East 118.06 feet;

Thence southerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence South 22°15'26" East, 14.24 feet to the **TRUE POINT OF BEGINNING**;

Containing 41,256 square feet, or 0.947 Acres, more or less.

Parcel 3:

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1 and the **TRUE POINT OF BEGINNING**;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet;

Thence leaving said south line, North 22°15'26" West, 14.24 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears North 14°21'56" West 118.06 feet;

Thence northerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence North 03°49'48" West, 54.18 feet to the beginning of a tangent curve concave to the east, having a radius of 31.06 feet;

Thence northeasterly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence North 41°07'19" East, 12.46 feet;

Thence North 49°09'35" East, 38.94 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears North 52°48'05" East 72.98 feet;

Thence northeasterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence North 51°25'21" East, 1.30 feet;

Thence North 62°44'34" East, 20.31 feet;

Thence North 52°21'57" East, 17.99 feet to a point on the west line of that parcel of land as shown on R2;

Thence along said west line, South 00°39'43" East, 300.35 feet to the **TRUE POINT OF BEGINNING**;

Containing 32,404 square feet, or 0.7439 Acres, more or less.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.

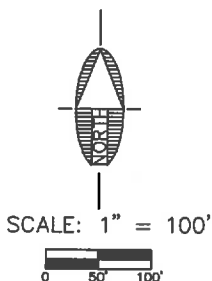


PLOTTED: Jan 18, 2019-10:02am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

POINT OF
COMMENCEMENT
NE COR.
SEC. 23



S 0°44'24" E 706.41'
(BASIS OF BEARING)

'RLS 11369'

'RLS 11369'

APN: 106-04-006B

'RLS 11369'

APN:
106-04-006C

E. BUTLER AVE

'RLS 48756'

LS 18548

N 0°40'53" W
186.85'

'RLS 48756'

N 57°20'18" E 359.20'

L12-L11

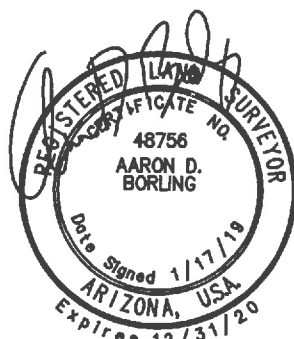
L9-L10

APN: 106-04-006C

C4

L13

S 0°39'43" E 300.35'



SUBJECT PARCEL
APN: 106-04-007B

PARCEL 3

PARCEL 2

PARCEL 1

L2-L3

L1

C5

L16

POB
PARCEL 1

POB
PARCEL 2

POB
PARCEL 3

S 88°43'33" W 326.77'

'RLS 4321'

APN:
106-04-005B

E 1/4 COR.
SEC. 23



L21

S 0°44'14" E 523.54'



FILE: P:\2018\18245\COF LEGALS\DRAWINGS\18245- LEGAL EXHIBIT.DWG ABORLING



Shephard Wesnitzer, Inc.

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax

www.swiaz.com

JOB NO.	18245
DATE	JAN. '19
SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF
ARIZONA

SHEET

6

OF 7

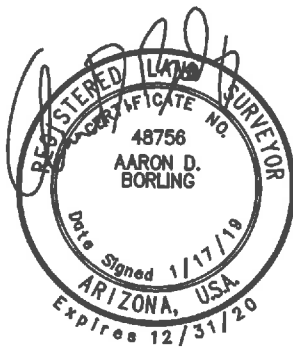
LEGAL EXHIBIT

PLOTTED: Jan 18, 2019-10:02am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Curve Table						Parcel Line Table		
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Line #	Length	Direction
C1	11.90	74.57	9.14	S62° 16' 52"E	11.88	L1	110.66	S88° 40' 49"W
C2	102.72	388.50	15.15	S49° 18' 05"E	102.42	L2	93.37	N0° 32' 50"W
C3	72.99	1169.67	3.58	N52° 48' 05"E	72.98	L3	19.67	S58° 15' 33"E
C4	22.39	31.06	41.31	N16° 49' 28"E	21.91	L4	10.51	S39° 04' 21"E
C5	118.45	424.97	15.97	N14° 21' 56"W	118.06	L5	115.52	S88° 40' 49"W
						L6	50.42	N0° 32' 50"W
						L8	21.88	N88° 40' 26"E
						L9	30.29	S0° 39' 43"E
						L10	17.99	N52° 21' 57"E
						L11	20.31	N62° 44' 34"E
						L12	1.30	S51° 25' 21"W
						L13	38.94	S49° 09' 35"W
						L14	12.46	S41° 07' 19"W
						L15	54.18	S3° 49' 48"E
						L16	14.24	S22° 15' 26"E
						L17	100.63	S88° 40' 49"W
						L21	93.27	S0° 37' 35"E



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Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax

Shephard & Associates, Inc.

www.swiaz.com

JOB NO. 18245

DATE JAN. '19

SCALE AS SHOWN

DRAWN TNO

DESIGN

CHECKED ADB

FLAGSTAFF
ARIZONA

SHEET

7

LEGAL EXHIBIT

OF 7

Exhibit B

Approved Preliminary Plat

PRELIMINARY PLAT FOR WOODSHIRE ON BUTLER CONDOMINIUMS FLAGSTAFF, ARIZONA

LOCATED IN SECTION 23, TOWNSHIP 21 NORTH,
RANGE 7 EAST, GILA AND SALT BASE AND
MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

CITY CONCEPT APPROVAL
THE CITY ENGINEER'S REVIEW OF THIS PLAT IS LIMITED TO THE TECHNICAL ASPECTS ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER

BY: _____ DATE: _____

CITY PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____

CITY WATER SERVICES DIRECTOR

BY: _____ DATE: _____

AUTHORIZATION TO CONSTRUCT:

THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

ADEQUATE WATER SUPPLY NOTE:

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW, AND IS NOT PROVIDING ANY GUARANTEE AS TO THE ADEQUACY OF WATER SUPPLY. THE CITY OF FLAGSTAFF PROVIDES WATER SERVICE UNDER A DESIGNATION OF AGUAMAT WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-300002-0002.

UTILITY COMPANY APPROVAL

- ARIZONA PUBLIC SERVICE**
BY: _____ DATE: 4/23/18
CONTACT: MICHAEL MCCARTHY
FLAGSTAFF, AZ 86004
PHONE: (928) 773-6447
- UNSOURCE ENERGY SERVICES**
BY: _____ DATE: 4/18/18
CONTACT: MARTIN CONROY
FLAGSTAFF, AZ 86001
PHONE: (928) 288-2389
- CENTURLAK**
BY: _____ DATE: 4/16/18
CONTACT: MANUEL HERNANDEZ
FLAGSTAFF, AZ 86004
PHONE: (928) 773-6447
- ALICE USA**
BY: _____ DATE: _____
CONTACT: SANKARD YAZZIE
FLAGSTAFF, AZ 86001
PHONE: (928) 288-6672

UTILITY COMPANY CONTACTS
CONTACT: MANUEL HERNANDEZ
FLAGSTAFF, AZ 86004
PHONE: (928) 773-6447

UNSOURCE ENERGY SERVICES
CONTACT: SANKARD YAZZIE
FLAGSTAFF, AZ 86001
PHONE: (928) 288-6672

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW, AND IS NOT PROVIDING ANY GUARANTEE AS TO THE ADEQUACY OF WATER SUPPLY. THE CITY OF FLAGSTAFF PROVIDES WATER SERVICE UNDER A DESIGNATION OF AGUAMAT WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-300002-0002.

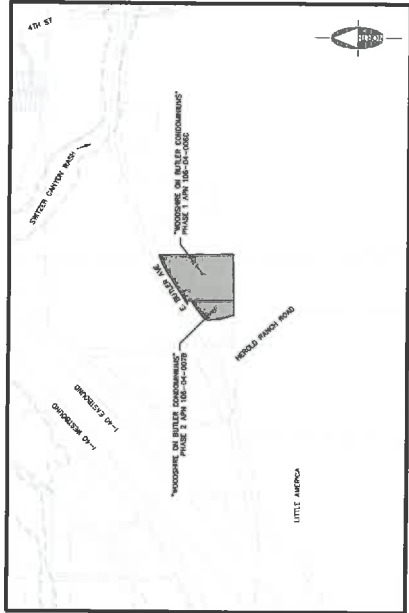
RESOURCE PRESERVATION
THE CITY OF FLAGSTAFF HAS REVIEWED THIS PROJECT AND HAS DETERMINED THAT THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION.

PERVIOUS AREA SUMMARY
PRE-DEVELOPMENT PERVIOUS AREA: 7,877 SF
POST-DEVELOPMENT PERVIOUS AREA: 8,672 SF

FEMA DESIGNATION
WITHIN ZONE X OF FEMA FIRM MAP APPROVED EFFECTIVE SEPTEMBER 3, 2010, ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

WATER AND SEWER IMPACT ANALYSIS
THE CITY OF FLAGSTAFF HAS REVIEWED THIS PROJECT AND HAS DETERMINED THAT THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW, AND IS NOT PROVIDING ANY GUARANTEE AS TO THE ADEQUACY OF WATER SUPPLY. THE CITY OF FLAGSTAFF PROVIDES WATER SERVICE UNDER A DESIGNATION OF AGUAMAT WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-300002-0002.

EARTHWORK SUMMARY
EARTHWORK: 2,071 C.Y.
EXCAVATION: 5,667 C.Y.



VICINITY MAP
N.T.S.

SHEET NO.	TITLE
001	CONCEPT MAP
002	PRELIMINARY PLAT
003	CONCRETE & DRAINAGE PLAN
004	PRELIMINARY PLAT (D)
005	PRELIMINARY PLAT (D)
006	NATURAL RESOURCE PROTECTION PLAN

PROJECT OWNER:
WOODSHIRE ON BUTLER CONDOMINIUMS, INC.
CONTACT: PHILIP PETERSEN
100 WEST DALLAM WAY
FLAGSTAFF, AZ 86001
PHONE: (928) 773-6447
(928) 288-4400

PROJECT ARCHITECT:
THIRTY THREE NORTH ARCHITECTS
CONTACT: PHILIP PETERSEN
2425 E. WASHINGTON STREET
FLAGSTAFF, AZ 86004
PHONE: (928) 773-6447
(928) 707-4244

PROPERTY INFORMATION:
APRA: 106-04-0002 (43.31 AC)
3007 E. BUTLER AVENUE
ZONING: HIGH DENSITY RESIDENTIAL (HR)
APRA: 106-04-0018 (40.75 AC)
2899 E. BUTLER AVENUE
ZONING: HIGHWAY COMMERCIAL (HC)

PROJECT DEVELOPER:
WOODSHIRE ON BUTLER CONDOMINIUMS, INC.
CONTACT: PHILIP PETERSEN
100 WEST DALLAM WAY
FLAGSTAFF, AZ 86001
PHONE: (928) 773-6447
(928) 288-4400

PROJECT ENGINEER:
SHEPARD-WESITZER, INC.
CONTACT: ALICE USA
100 WEST DALLAM WAY
FLAGSTAFF, AZ 86001
PHONE: (928) 773-6447
(928) 288-4400

SOURCE OF PROJECT INFORMATION:
BOUNDARY INFORMATION FOR ASSESSOR'S PARCEL NUMBER 106-04-0002 SHOWN HEREON PER AN ALTA/ACM AND TITLE SURVEY PREPARED BY SHEPARD-WESITZER, INC. ON 08/14/2018. THE SURVEY IS IDENTIFIED BY PARCEL NUMBER 3250588 (BOOK 21 OF SURVEYS, PAGE 20), OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. BOUNDARY INFORMATION FOR ASSESSOR'S PARCEL NUMBER 106-04-0018 SHOWN HEREON PER AN ALTA/ACM AND TITLE SURVEY PREPARED BY SHEPARD-WESITZER, INC. ON 08/14/2018. THE SURVEY IS IDENTIFIED BY PARCEL NUMBER 3250589 (BOOK 21 OF SURVEYS, PAGE 20), OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. TOPOGRAIC AND TIE SURVEY CONDUCTED BY COCONINO COUNTY, ARIZONA. TOPOGRAIC AND TIE SURVEY CONDUCTED BY COCONINO COUNTY, ARIZONA. SURVEY PERFORMED BY SHEPARD-WESITZER, INC. IN AUGUST, 2003 AND SUPPLEMENTAL SURVEY IN MARCH, 2018.

BASE OF BEARING:
LEGAL UNIT:
INTERNATIONAL FEET

HORIZONTAL DATUM:
CITY OF FLAGSTAFF LOCAL COORDINATE SYSTEM, 1992 DEFINITION (MODIFIED ARIZONA STATE PLANE, 1983, CENTRAL ZONE)

PROJECT BEARING:
CITY OF FLAGSTAFF POINT #1922200 (2" STEEL PLATE, NORTHEAST CORNER OF SECTION 23 TOWNSHIP 21N RANGE 7E 0455M)

MONUMENTS: 52.29837 FT
ELEVATION: 6936.35 FT

GRID BEARING AND DISTANCE FROM C.O.F. #1922200 TO C.O.F. #1922200: 50' 47" 2645.59 FT

LEGAL DESCRIPTIONS:
SECTION 23, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, ARIZONA. PARCEL NUMBER 106-04-0002 ACCORDING TO INSTRUMENT NUMBER 3250588, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA. PARCEL NUMBER 106-04-0018 ACCORDING TO INSTRUMENT NUMBER 3250589, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

LEGEND

- PROJECT BOUNDARY
- LOT LINE
- EX 100-10 FLOODPLAIN
- EX EASMENT
- EX INTERMEDIATE CONTOUR
- EX INDEX CONTOUR
- EX WATER LINE
- EX SEWER LINE
- EX GAS
- EX STORM DRAIN
- EX UNDERGROUND UTIL
- EX UNPAVED UTIL
- EX WATER VALVE
- EX MANGROVE
- EX DRAINAGE
- EX DRAINAGE ARROW
- EX FIRE HYDRANT
- EX WATER METER
- EX SEWER MANHOLE
- EX REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY
- EX GATE VALVE
- EX DRAINAGE ARROW

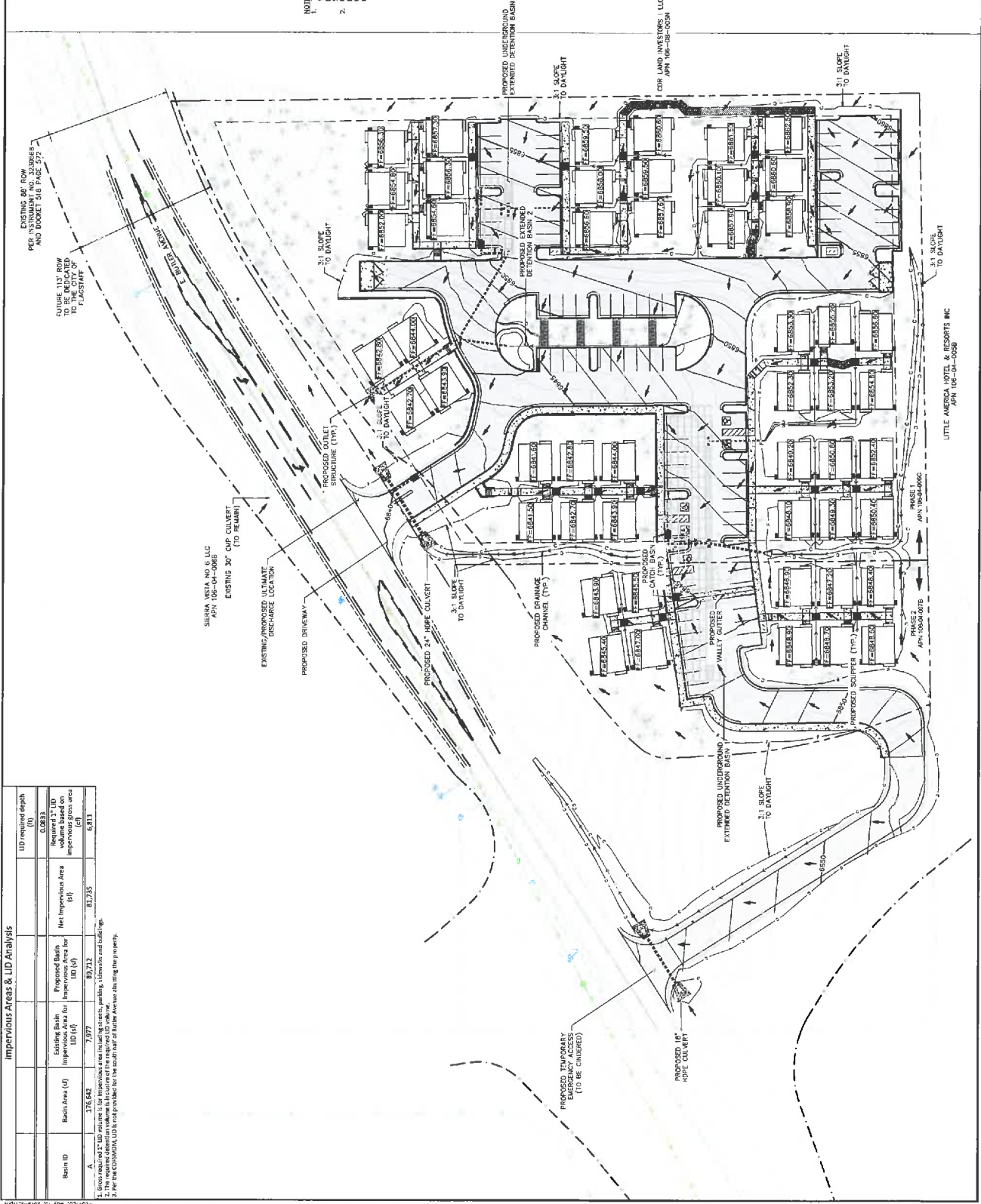
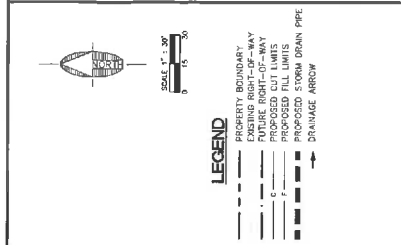
RESOURCES:

CERTIFICATE OF LAND SURVEYOR:
I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS CONDUCTED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT ACCURATELY REPRESENTS THE ACTUAL CONDITIONS ON THE GROUND.

ALICE USA
100 WEST DALLAM WAY
FLAGSTAFF, AZ 86001
PHONE: (928) 773-6447
(928) 288-4400

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Impervious Areas & LID Analysis

Basin ID	Basin Area (sf)	Proposed Basin Impervious Area for LID (sf)	Net Impervious Area (sf)	LID required depth (ft)
A	176,642	7,977	81,735	6.813
Required LID volume based on impervious area (sf)				0.8833

1. Gross required LID volume is for impervious area including streets, parking, driveways and buildings.
2. For the COSWAIN, LID is not provided for the south half of Fuller Avenue abutting the property.

10/27/2018, 10:13:20 AM



PP03
 DRAWING NO.
 Do not scale or copy without the written approval of the engineer.

110 W. OGDEN AVENUE
 PHOENIX, AZ 85001
 602.774.8934 FAX
 www.swhc.com
 Shephard Weitzen Inc.

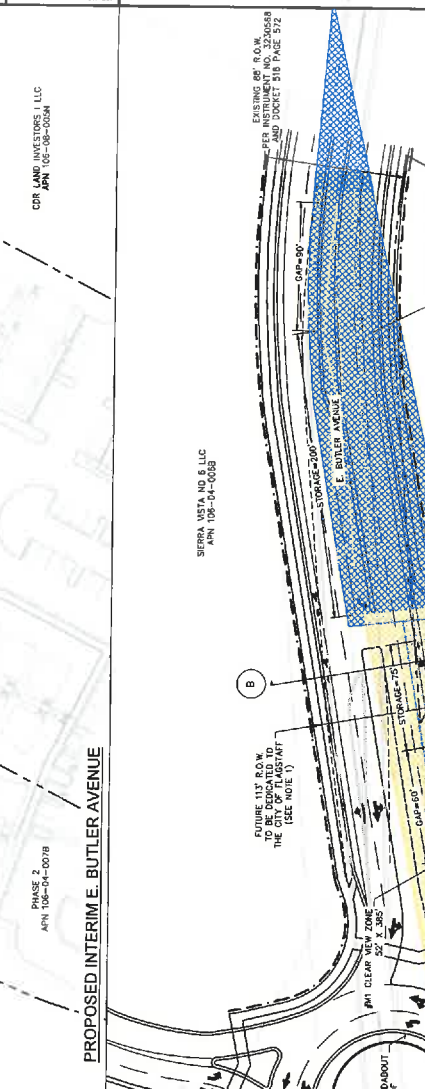
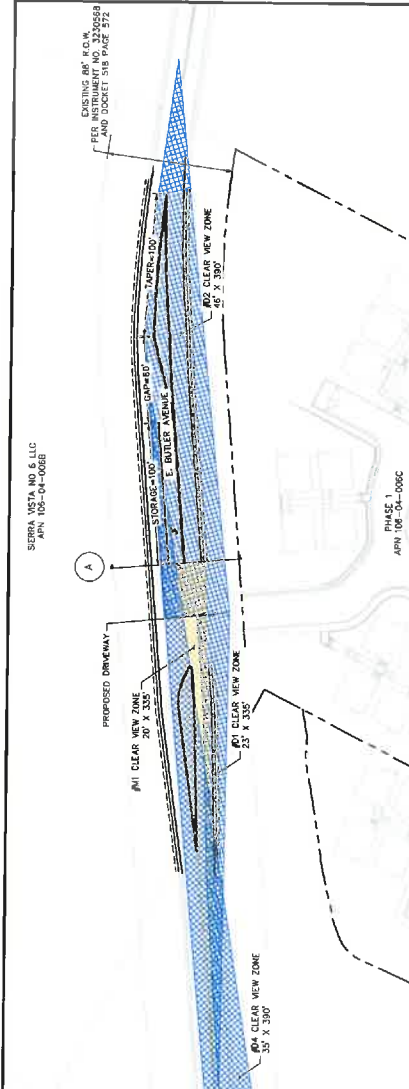
NO. DESCRIPTION DATE BY

REVISIONS

JOB NO. 17189
 DATE: MAY 19
 SCALE: AS SHOWN
 DRAWN: CM
 CHECKED: GEC

WOODSHIRE ON BUTLER CONDOMINIUMS
 PRELIMINARY PLAT (3)
 ARIZONA

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	0.34	S 151°01'00" E	L37	23.00	S 079°45' E	L69	6.00	N 89°20'17" E	L101	6.00	N 89°20'17" E	L133	13.00	N 344°46" W
L2	13.00	S 09°20'17" E	L38	6.00	N 079°45' W	L70	23.00	N 079°45' W	L102	23.00	N 079°45' W	L134	40.98	S 89°20'17" W
L3	8.68	S 09°20'17" E	L39	30.00	N 89°20'17" W	L71	30.00	N 079°45' W	L103	30.00	N 89°20'17" E	L135	107.98	N 89°43'33" E
L4	11.99	N 77°00'00" E	L40	23.00	N 079°45' W	L72	23.00	N 079°45' W	L104	23.00	N 079°45' W	L136	16.00	S 178°27" E
L5	15.32	S 151°01'00" E	L41	30.00	N 89°20'17" E	L73	30.00	S 079°45' E	L105	30.00	N 89°20'17" E	L137	172.67	S 04°44'14" E
L6	4.48	S 09°20'17" E	L42	23.00	N 079°45' W	L74	6.00	N 89°20'17" E	L106	23.00	N 079°45' W	L138	130.00	N 89°17'02" E
L7	48.00	S 89°42'33" E	L43	11.00	N 89°20'17" E	L75	23.00	S 079°45' E	L107	23.00	N 079°45' W	L139	214.68	N 09°20'17" W
L8	27.14	S 89°17'02" E	L44	30.00	N 89°20'17" W	L76	30.00	N 079°45' W	L108	30.00	N 89°20'17" E	L140	17.86	N 89°17'02" E
L9	26.59	N 64°25'00" E	L45	23.00	N 079°45' E	L77	23.00	N 079°45' W	L109	30.00	N 89°20'17" E			
L10	113.00	N 97°20'17" E	L46	30.00	N 89°20'17" E	L78	30.00	S 079°45' E	L110	30.00	N 89°20'17" E			
L11	30.00	N 32°39'42" W	L47	23.00	S 079°45' E	L79	6.00	N 89°20'17" E	L111	30.00	N 89°20'17" E			
L12	30.00	S 57°20'17" W	L48	6.00	S 079°45' E	L80	15.42	N 89°15'40" E	L112	30.00	S 079°45' E			
L13	23.00	N 32°39'42" W	L49	30.00	S 079°45' E	L81	30.00	S 89°20'17" W	L113	23.00	N 079°45' W			
L14	30.00	N 57°20'17" E	L50	30.00	N 89°20'17" E	L82	30.00	N 079°45' W	L114	30.00	N 079°45' W			
L15	23.00	S 32°39'42" E	L51	30.00	N 89°20'17" E	L83	23.00	N 079°45' W	L115	23.00	N 079°45' W			
L16	11.00	N 57°20'17" E	L52	23.00	N 89°20'17" E	L84	30.00	N 079°45' W	L116	30.00	N 079°45' W			
L17	30.00	N 57°20'17" E	L53	6.00	N 89°20'17" E	L85	6.00	N 89°20'17" E	L117	30.00	N 89°20'17" E			
L18	23.00	N 32°39'42" W	L54	30.00	S 079°45' E	L86	23.00	S 89°20'17" W	L118	6.00	S 89°20'17" E			
L19	30.00	N 57°20'17" E	L55	23.00	N 89°20'17" E	L87	30.00	N 89°20'17" E	L119	30.00	N 079°45' W			
L20	23.00	S 32°39'42" E	L56	30.00	N 89°20'17" E	L88	23.00	N 89°20'17" E	L120	23.00	N 079°45' W			
L21	6.00	S 32°39'42" E	L57	30.00	N 89°20'17" E	L89	30.00	S 079°45' E	L121	30.00	S 079°45' E			
L22	30.00	S 57°20'17" W	L58	30.00	N 89°20'17" E	L90	6.00	N 89°20'17" E	L122	30.00	N 89°20'17" E			
L23	23.00	N 32°39'42" E	L59	23.00	N 89°20'17" E	L91	23.00	N 89°20'17" E	L123	23.00	N 89°20'17" E			
L24	30.00	N 57°20'17" E	L60	30.00	N 89°20'17" E	L92	30.00	N 079°45' W	L124	30.00	N 89°20'17" E			
L25	23.00	S 32°39'42" E	L61	30.00	N 89°20'17" E	L93	23.00	N 89°20'17" E	L125	23.00	N 89°20'17" E			
L26	11.00	N 57°20'17" E	L62	30.00	S 079°45' E	L94	30.00	S 079°45' E	L126	30.00	S 079°45' E			
L27	30.00	S 57°20'17" W	L63	30.00	S 079°45' E	L95	51.00	N 048°50' W	L127	23.00	S 079°45' E			
L28	23.00	N 32°39'42" W	L64	30.00	N 89°20'17" E	L96	23.29	N 89°17'17" E	L128	23.00	N 89°20'17" E			
L29	30.00	N 57°20'17" E	L65	30.00	N 89°20'17" E	L97	23.00	N 89°20'17" E	L129	23.00	N 89°20'17" E			
L30	23.00	S 32°39'42" E	L66	30.00	N 89°20'17" E	L98	30.00	N 89°20'17" E	L130	30.00	N 89°20'17" E			
L31	30.00	N 57°20'17" E	L67	30.00	N 89°20'17" E	L99	30.00	N 89°20'17" E	L131	30.00	N 89°20'17" E			
L32	22.24	N 89°17'44" E	L68	30.00	N 89°20'17" E	L100	30.00	N 89°20'17" E	L132	22.24	N 89°17'44" E			
L33	23.00	N 89°20'17" E	L69	30.00	N 89°20'17" E	L101	6.00	N 89°20'17" E	L133	23.00	N 89°20'17" E			
L34	30.00	N 079°45' W	L70	23.00	N 89°20'17" E	L102	23.00	N 89°20'17" E	L134	23.00	N 079°45' W			
L35	30.00	S 079°45' E	L71	23.00	N 89°20'17" E	L103	30.00	N 079°45' W	L135	23.00	N 079°45' W			
L36	30.00	S 079°45' E	L72	23.00	N 89°20'17" E	L104	23.00	N 89°20'17" E	L136	30.00	N 079°45' W			
L37	6.00	N 89°20'17" E	L73	23.00	N 89°20'17" E	L105	30.00	N 079°45' E	L137	6.00	N 89°20'17" E			
L38	23.00	N 89°20'17" E	L74	18.00	N 89°20'17" E	L106	6.00	N 89°20'17" E	L138	23.00	N 89°20'17" E			
L39	30.00	N 079°45' W	L75	23.00	N 89°20'17" E	L107	23.00	N 89°20'17" E	L139	30.00	N 079°45' W			
L40	23.00	N 89°20'17" E	L76	23.00	N 89°20'17" E	L108	30.00	N 079°45' W	L140	23.00	N 89°20'17" E			
L41	30.00	S 079°45' E	L77	23.00	N 89°20'17" E	L109	23.00	N 079°45' W	L141	30.00	S 079°45' E			
L42	6.00	S 89°20'17" W	L78	6.00	N 079°45' E	L110	41.00	S 040°59' E	L142	23.00	N 89°20'17" W			
L43	23.00	N 89°20'17" W	L79	6.00	N 079°45' W	L111	41.00	S 040°59' E	L143	23.00	N 89°20'17" W			
L44	30.00	N 079°45' W	L80	23.00	N 89°20'17" E	L112	15.54	N 89°15'54" E	L144	30.00	N 079°45' W			
L45	30.00	N 079°45' W	L81	23.00	N 89°20'17" E	L113	23.00	N 89°20'17" E	L146	23.00	N 89°20'17" E			
L46	30.00	S 079°45' E	L82	23.00	N 89°20'17" E	L114	30.00	N 079°45' W	L147	41.00	N 044°14" W			
L47	41.00	N 044°14" W	L83	23.00	N 89°20'17" E	L115	23.00	N 89°20'17" E	L148	15.84	S 89°17'44" W			
L48	15.84	S 89°17'44" W	L84	30.00	N 89°20'17" E	L116	30.00	S 079°45' E	L149	30.00	S 89°17'44" W			
L49	30.00	S 89°17'44" W	L85	23.00	N 89°20'17" E	L117	6.00	S 89°20'17" E	L150	30.00	N 89°20'17" W			
L50	30.00	N 079°45' W	L86	23.00	N 89°20'17" E	L118	23.00	N 89°20'17" W	L151	23.00	N 079°45' W			
L51	23.00	N 89°20'17" E	L87	30.00	N 89°20'17" E	L119	30.00	N 079°45' W	L152	30.00	N 89°20'17" E			
L52	30.00	S 079°45' E	L88	23.00	N 89°20'17" E	L120	23.00	N 89°20'17" E	L153	30.00	N 89°20'17" E			
L53	6.00	N 89°20'17" E	L89	30.00	N 89°20'17" E	L121	30.00	N 079°45' W	L154	23.00	N 89°20'17" E			
L54	23.00	N 89°20'17" E	L90	6.00	N 89°20'17" E	L122	30.00	N 89°20'17" E	L155	30.00	N 079°45' W			
L55	30.00	N 079°45' W	L91	23.00	N 89°20'17" E	L123	23.00	N 89°20'17" E	L156	23.00	N 89°20'17" E			
L56	23.00	N 89°20'17" E	L92	23.00	N 89°20'17" E	L124	30.00	N 079°45' W	L157	30.00	S 079°45' E			
L57	30.00	S 079°45' E	L93	23.00	N 89°20'17" E	L125	23.00	N 89°20'17" E	L158	6.00	N 89°20'17" E			
L58	6.00	N 89°20'17" E	L94	30.00	N 89°20'17" E	L126	30.00	S 079°45' E	L159	23.00	N 89°20'17" E			
L59	23.00	N 89°20'17" E	L95	15.26	S 85°43'33" W	L127	15.26	S 85°43'33" W	L160	30.00	N 89°20'17" E			
L60	30.00	N 079°45' W	L96	23.17	S 118°37" E	L128	23.17	S 118°37" E	L161	23.00	N 079°45' W			
L61	23.00	N 89°20'17" E	L97	30.00	N 89°20'17" E	L129	30.00	N 89°20'17" E	L162	30.00	N 079°45' W			
L62	30.00	S 079°45' E	L98	30.00	N 89°20'17" E	L130	30.00	N 89°20'17" E	L163	103.99	S 079°45' E			
L63	103.99	S 079°45' E	L99	6.00	N 89°20'17" E	L131	30.00	N 89°20'17" E	L164	22.83	N 89°17'06" E			
L64	22.83	N 89°17'06" E	L100	6.00	N 89°20'17" W	L132	23.00	N 89°20'17" W	L165	23.00	S 89°20'17" W			
L65	23.00	S 89°20'17" W	L101	30.00	N 079°45' W	L133	23.00	N 89°20'17" W	L166	30.00	N 079°45' W			
L66	30.00	N 079°45' W	L102	30.00	N 89°20'17" E	L134	30.00	N 079°45' W	L167	23.00	N 89°20'17" E			
L67	23.00	N 89°20'17" E	L103	23.00	N 079°45' W	L135	23.00	N 079°45' W	L168	30.00	N 89°20'17" E			
L68	30.00	N 89°20'17" E	L104	11.00	N 89°20'17" E	L136	30.00	N 89°20'17" E	L169	30.00	S 079°45' E			
L69	30.00	S 079°45' E	L105	23.00	N 89°20'17" E	L137	23.00	N 89°20'17" E	L170	30.00	N 89°20'17" E			
L70	30.00	N 89°20'17" E	L106	23.00	N 89°20'17" E	L138	23.00	N 89°20'17" E	L171	23.00	N 89°20'17" E			
L71	23.00	N 89°20'17" E	L107	23.00	N 89°20'17" E	L139	23.00	N 89°20'17" E	L172	23.00	N 89°20'17" E			
L72	23.00	N 89°20'17" E	L108	23.00	N 89°20'17" E	L140	23.00	N 89°20'17" E	L173	23.00	N 89°20'17" E			
L73	23.00	N 89°20'17" E	L109	23.00	N 89°20'17" E	L141	23.00	N 89°20'17" E	L174	23.00	N 89°20'17" E			
L74	23.00	N 89°20'17" E	L110	23.00	N 89°20'17" E	L142	23.00	N 89°20'17" E	L175	23.00	N 89°20'17" E			
L75	23.00	N 89°20'17" E	L111	23.00	N 89°20'17" E	L143	23.00	N 89°20'17" E	L176	23.00	N 89°20'17" E			
L76	23.00	N 89°20'17" E	L112	23.00	N 89°20'17" E	L144	23.00	N 89°20'17" E	L177	23.00	N 89°20'17" E			
L77	23.00	N 89°20'17" E	L113	23.00	N 89°20'17" E	L145	23.00	N 89°20'17" E	L178	23.00	N 89°20'17" E			
L78	23.00	N 89°20'17" E	L114	23.00	N 89°20'17" E	L146								

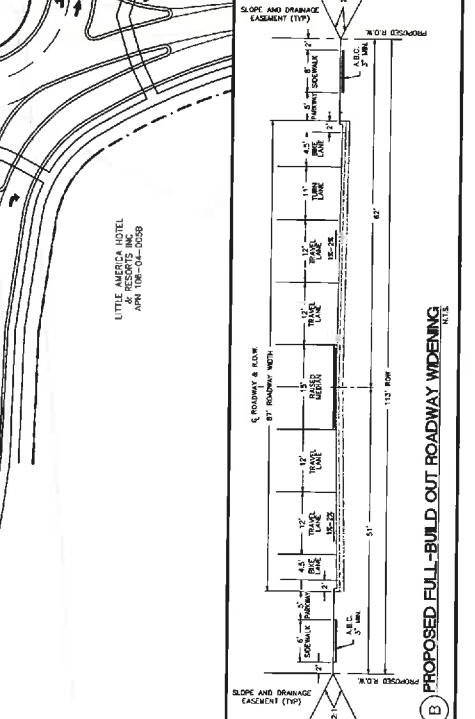


CLEAR VIEW ZONE CALCULATIONS - INTERIM CONDITIONS

ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (MPH/ADPH)	TIME GAP (s)	MULTIPLE LANE CROSSINGS	Grade's %	INTERSECTION STOPPING SHORT DISTANCE (RSD)	STOPPING SHORT DISTANCE (SSD)
D1	E. Butler Avenue	Right	35	6.5	Yes	1	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	2	390	250
D3	E. Butler Avenue	Right	35	6.5	Yes	1	335	250
D4	E. Butler Avenue	Left	35	7.5	Yes	1	390	250
M1	E. Butler Avenue	Left	35	5.5	Yes	1	335	250

CLEAR VIEW ZONE CALCULATIONS - FULL-BUILD OUT CONDITIONS

ID#	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (MPH/ADPH)	TIME GAP (s)	MULTIPLE LANE CROSSINGS	Grade's %	INTERSECTION STOPPING SHORT DISTANCE (RSD)	STOPPING SHORT DISTANCE (SSD)
D1	E. Butler Avenue	Right	35	6.5	Yes	1	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	2	440	250
R1	E. Butler Avenue	Left	35	5.5	Yes	3	335	250



NOTES:

- The major road speed limit (VMA) is 35 MPH as shown on existing conditions in the project vicinity.
- The lane widths, shoulders (to centerline) or (to edge) and easement on the current site plan and the ASHTO Geometric Design of Highways and Streets (Tables 9.4 and 9.5) for D1 and D2 and Tables 9.4 and 9.5 for R1. The first lane crossed does not warrant an adjustment to the time gap.
- The intersection sight distance (SD in feet) calculations are based on Equation 9.4 in the ASHTO Geometric Design of Highways and Streets.
- The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.

Exhibit C

Easement

When recorded, mail to
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

TEMPORARY INGRESS/EGRESS EASEMENT

For Valuable Consideration, the sufficiency and receipt of which is hereby acknowledged, the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantor", hereby grants and conveys unto Woodshire on Butler, LLC, an Arizona limited liability company, hereinafter referred to as "Grantee", a non-exclusive easement for temporary access and street purposes under, over and across the real property of Grantor located at 2989 E. Butler Avenue, situated in Coconino County, Arizona, and described in Exhibit "1", which is attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. This Temporary Ingress/Egress Easement is granted to enable the Grantee to locate, operate, repair, replace, alter and maintain access services of all types. This shall include but not be limited to streets, sidewalks and other Grantee approved access improvements.
2. This Temporary Ingress/Egress includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of This Temporary Ingress/Egress Easement.
3. Maintenance of the surface appearance of the real property subject to this easement after any disturbance or restoration caused by Grantee shall remain the responsibility of the Grantee.
4. To the extent permitted by Arizona law, Grantee hereby covenants to indemnify and save Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its officers', agents', employees', and invitees' use of This Temporary Ingress/Egress Easement granted herein.
5. If the Grantee abandons the use contemplated by This Temporary Ingress/Egress Easement, said Easement shall terminate and the property interest herein shall revert to the Grantor. For the purposes of this agreement, the term "abandon" shall be defined as the discontinuation by Grantee to provide and maintain said street improvements for a period of one (1) year following termination of said utility or access services.
6. The Grantor shall have the right to use and enjoy the Property subject to This Temporary Ingress/Egress Easement provided such use and enjoyment does not interfere with Grantee's ability to utilize the Temporary Ingress/Egress granted herein, and further provided that, the Grantor shall not construct or permit erection or other structure or improvement that would interfere with the operation of this access or street improvement within the Temporary Ingress/Egress Easement granted herein without Grantee's written consent. The determination of whether Grantor's proposed construction of any structure or improvement interferes with the operation of this street and access improvement shall be the sole and absolute discretion of the Grantee.

Dated this 20 day of August 2019 in Flagstaff, Coconino County, Arizona.

By: Coral Evans
Mayor, Coral Evans

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 20 day of August, 2019
by Coral Evans.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Stacy M. Fobar
Notary Public

My Commission expires February 12, 2023



ATTEST:

Stacy Saltzburg
City Clerk

Exhibit D

Roadway Contribution

ENGINEER'S OPINION OF PROBABLE COST

SWI Job # 17159
 Woodshire on Butler
 E. Butler Avenue
 Flagstaff, Arizona
 April 16, 2019



PHASE 1 FULL-BUILD OUT IMPROVEMENTS			
Asphalt Square Footage-1 right turn lane	1,545	s.f.	\$15.58*
6" Vertical Curb and Gutter	487	l.f.	\$20.00
Sidewalk	2,681	s.f.	\$7.00
Street Lights	1	ea.	\$3,333.00
Street Trees	20	ea.	\$500.00
SUBTOTAL PHASE 1 FULL-BUILD OUT IMPROVEMENTS			\$65,911.10
PHASE 2 FULL-BUILD OUT IMPROVEMENTS			
6" Vertical Curb and Gutter	383	l.f.	\$20.00
Sidewalk	2,107	s.f.	\$7.00
Street Lights	1	ea.	\$3,333.00
Street Trees	16	ea.	\$500.00
SUBTOTAL PHASE 2 FULL-BUILD OUT IMPROVEMENTS			\$8,000.00
WOODSHIRE ON BUTLER PHASE 1 & PHASE 2 CASH-IN-LIEU			\$33,742.00
*Roadway Cost per Square Foot \$15.58 was taken from Canyon Del Rio			\$99,653.00



NO.	DESCRIPTION	DATE	BY

LEGEND

- PHASE 1 FULL-BUILD OUT IMPROVEMENTS
- PHASE 2 FULL-BUILD OUT IMPROVEMENTS

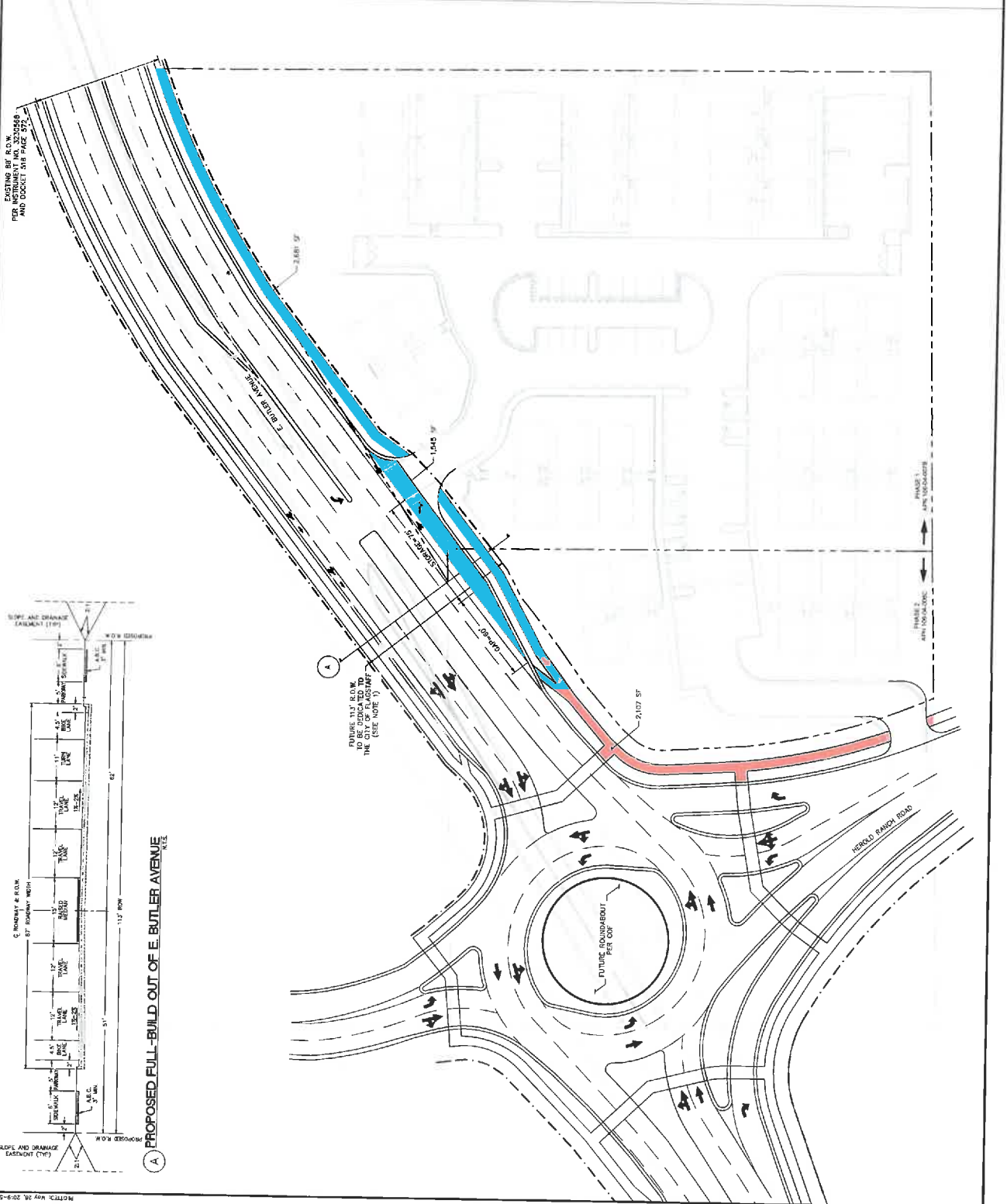
NOTES

- FUTURE ROW FOR E. BUTLER AVENUE IS SHOWN FOR FULL-BUILD OUT OF THE FUTURE CITY OF FLAGSTAFF AVENUE PROJECT FOR THE EXPANSION OF E. BUTLER AVENUE. THIS PROJECT WILL BE REVIEWED DURING APPROVED PERMITS. ALL FULL-BUILD OUTS WILL BE REVIEWED DURING APPROVED PERMITS. ALL FULL-BUILD OUTS WILL BE REVIEWED DURING APPROVED PERMITS. ALL FULL-BUILD OUTS WILL BE REVIEWED DURING APPROVED PERMITS.

CHECKED: []
DESIGN: []
DATE: []
SCALE: []
DATE: []
BY: []

City of Flagstaff
PLANNING DEPARTMENT
100 N. GAVIN AVENUE
FLAGSTAFF, AZ 86001
907.774.3100

SCALE: 1" = 30'



AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms, whenever capitalized in this Agreement, shall have the meanings set forth below, except where the context clearly indicates otherwise:

2.1 **"Agreement"** shall mean this Development Agreement between the City and Developer.

2.2 **"A.R.S."** shall mean Arizona Revised Statutes.

2.3 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.4 **"Construction Permits"** shall mean any permit issued by the City or other jurisdiction that is required in order to begin construction on any On-Site or Off-Site phase or stage of the Project, including but not limited to public improvements, grading, electrical, gas, plumbing, or mechanical.

2.5 **"Developer"** shall mean and refer to Woodshire on Butler, LLC, an Arizona limited liability company, and any successor and/or assignee of Woodshire on Butler, LLC pursuant to Section 6.16 of this Agreement.

2.6 **"Effective Date"** shall mean the date this Agreement becomes effective as set forth in Section 6.1 of this Agreement.

2.7 **"Parties"** shall mean a collective reference to the City and Developer, and its successors and/or assigns.

2.8 **"Roadway Improvements"** shall mean improvements to public roadway segments and intersections.

2.9 "Site" shall have the same meaning as the term Property.

2.10 "Zoning Code" shall mean the City's Zoning Code.

3. APPLICABLE REGULATION AND DEVELOPMENT STANDARDS

3.1 Development Standards. The development of the Project, as well as the requirements for off-site and on-site public improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement will apply. For any development occurring after five (5) years from the Effective Date of this Agreement, the current codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of submittal shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project.

3.2 Permits & Building Fees. Developer agrees and understands that all building permits, development fees, and other fees normally applicable to construction within the City at the time of application shall apply to the Project. Developer further agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project. Denial of a Developer's permit application for failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

4. IMPROVEMENT AND CONTRIBUTION REQUIREMENTS

4.1 General Roadway Improvements

The Parties agree that Developer's traffic mitigation will be accomplished as described in this Section.

4.1.1 General Off-Site Roadway Improvements. Developer shall widen Butler Avenue, as shown on the Preliminary Plat, to provide a left-turn lane at the Site driveway. Additionally, Developer shall pay cash-in-lieu for constructing the required roadway frontage improvements (curb/gutter and sidewalk) and a future right-turn lane at the Butler Avenue driveway, in the amounts set forth in *Exhibit D*. The fees will be used when the City widens Butler Avenue in the future. The calculations for the estimated in-lieu fees are subdivided according to the two parcels associated with the development. In the event Developer elects to construct the project in phases (1 and 2), the fees associated with each parcel shall be paid in advance of obtaining Construction Permits on the parcel. All right-of-way dedications required for this development as set forth in the Preliminary Plat will be completed prior to issuance of Construction Permits.

4.1.2 Temporary Easement. The City will grant a temporary access easement ("the Easement") across the remaining portion of the City parcel located at 2989 E. Butler

Avenue, as defined and depicted in *Exhibit C*. The Easement will be granted after the City Parcel is acquired, at close of escrow. In the event the City Parcel is not acquired by the Developer, the Easement will not be granted by the City.

4.2 General Water and Sewer Requirements

The required Water and Sewer Impact Analysis (“WSIA”) was waived by the City of Flagstaff for the Project. Instead, the Parties agree that Developer’s water and sewer requirements will be accomplished as described in this Section.

4.2.1 Off-Site Water Requirements. Per the City of Flagstaff Water Services memorandum dated November 29, 2018, Developer will make a cash-in-lieu contribution of eighteen thousand one hundred eighty-one dollars and seventy-six cents (\$18,181.76) for Parcel 106-04-006C. In addition, Developer agrees to make a cash-in-lieu contribution of four thousand two hundred eighty-eight dollars and sixty-five cents (\$4,288.65) for the portion Developer intends to purchase of Parcel 106-04-007B. Both payments are for the development’s portion of the off-site improvement costs of the secondary water source and must be made prior to Construction Permits being issued.

4.3 Affordable Housing

4.3.1 The Developer’s Obligations. Developer agrees to provide a minimum of five (5) permanently affordable ownership units. The affordable ownership units will be deed-restricted, utilizing deed restrictions approved by the City, to secure permanent affordability and must be sold to households earning up to no more than 100% of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD) or its successor. Developer must finance the costs of construction for the affordable housing units, which shall be comparable in construction quality and exterior design to the market rate units within the development. Developer will work with the City to ensure that the affordable units are dispersed throughout the Project. Each unit shall be priced a minimum of 20% less than the fair market value per square foot of comparable units, with qualifying buyers spending no more than 30% of monthly income on mortgage payments. The five units shall be two-bedroom units. The units shall be constructed and offered for sale within five (5) years from the date the property is sold.

4.3.2 The City’s Obligations. The City will provide income qualification of homebuyers and buyer education services for qualified homebuyers. The City will also work with the Developer to develop a mutually agreeable deed restriction for the affordable units.

4.3.3 Term. The provisions of this Section 4.3 shall survive termination of this Agreement up to and until all affordable units have been sold to qualified homebuyers.

5. **DEFAULT; REMEDIES**

5.1 Events Constituting Default. A party hereunder shall be deemed to be in

default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder.

5.2. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any party shall be free to initiate litigation upon the conclusion of mediation.

5.3. Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 5.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

5.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 5.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

5.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

5.6 No Personal Liability. No current or former member, official, or employee of the City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

5.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

6. GENERAL PROVISIONS

6.1 Effective Date and Term. This Agreement shall be effective (the “**Effective Date**”) upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). Except as otherwise stated herein, the term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate ten (10) years from such date.

6.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

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

To Developer:

Woodshire on Butler, LLC
Attn: Phil Petersen
3550 North Central Suite 1101
Phoenix, AZ 85012

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. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

6.3 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.

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

6.5 Authority. The undersigned 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. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State 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 and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

6.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property

Exhibit "B" Preliminary Plat

Exhibit "C" Easement

Exhibit "D" Roadway Contributions

6.7 Amendment of the Agreement. This Agreement may be amended, 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. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

6.8 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either Party.

6.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but 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 signatures of all Parties may be physically attached to a single document.

6.10 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.11 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

6.12 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

6.13 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a

party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

6.14 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

6.15 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

6.16 Successors and Assigns; Restriction on Assignment by Developer. All of the covenants and conditions set forth herein shall be binding upon the successors in interest of each of the Parties hereto, except that transfer of any portions of right-of-way from the City to the State of Arizona will not result in a transfer of obligations in this Agreement to the State. Obligations accruing after a transfer of ownership will not be deemed to be an obligation of the transferor, though no transfer will relieve a transferor of any obligation that accrued prior to the transfer.

Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Coconino County, Arizona, expressly assigning such rights and obligations. Such assignment must be approved by the City before the assignment is valid, which approval shall not be unreasonably withheld.

7. WAIVER OF CLAIM FOR DIMINUTION IN VALUE

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "Act"), in connection with the application of the City's existing land use laws and including Resolution Number 2019-18, CUP Number PZ-18-00105-06 and Ordinance Number 2005-10 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws , upon the Property.

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

City of Flagstaff

Coral Evans
Coral Evans, Mayor

**Woodshire on Butler, LLC, an Arizona
limited liability company**

By: Philip V. Petersen
Name: Philip V. Petersen
Title: Managing Partner

Attest:

Stacy Saltzburg
City Clerk

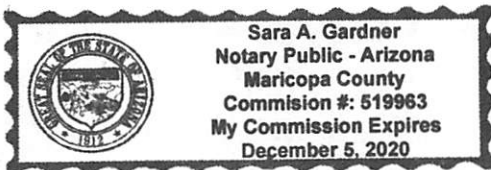
Approved as to form and authority:

Ch. M. [Signature]
City Attorney

STATE OF ARIZONA)
COUNTY OF Maricopa)

ACKNOWLEDGMENT

On this 24th day of July, 2019, before me, a Notary Public, personally appeared Philip V. Petersen known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Woodshire on Butler, LLC, an Arizona limited liability company, for the purposes therein contained.



Sara A. Gardner
Notary Public
My Commission Expires: Dec. 5, 2020

List of Exhibits

- Exhibit A: Legal Description of the Property**
- Exhibit B: Approved Preliminary Plat**
- Exhibit C: Easement**
- Exhibit D: Roadway Contribution**

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION

EXHIBIT 'A'

APN: 106-04-007B

Ref No. #18245

1-17-2019

A portion of that parcel of land as described in Instrument Number 3207467, Official Records of Coconino County (herein referred to as R1), lying within the northeast quarter of Section 23, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 216.15 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 110.66 feet to a found ½" rebar with yellow plastic cap stamped "WILLDAN PE 10301" at the southwest corner of said parcel;

Thence along the west line of said parcel, North 00°32'50" West, 93.37 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears South 62°16'52" East, 11.88 feet;

Thence leaving said west line and southeasterly along said curve, 11.90 feet through a central angle of 9°08'27";

Thence South 58°15'33" East, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears South 49°18'05" East 102.42 feet;

Thence southeasterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence South 39°04'21" East, 10.51 feet to the **TRUE POINT OF BEGINNING**;

Containing 5,854 square feet, or 0.134 Acres, more or less.

Parcel 2:

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 88°40'49" West, 115.52 feet;

Thence North 39°04'21" West, 10.51 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 388.50 feet and being subtended by a chord which bears North 49°18'05" West 102.42 feet;

Thence northwesterly along said curve, 102.72 feet through a central angle of 15°08'55";

Thence North 58°15'33" West, 19.67 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 74.57 feet and being subtended by a chord which bears North 62°16'52" West 11.88 feet;

Thence northwesterly along said curve, 11.90 feet through a central angle of $9^{\circ}08'27''$ to a point on the west line of said parcel;

Thence along said west line, North $00^{\circ}32'50''$ West, 50.42 feet to a set $\frac{1}{2}$ " rebar with aluminum cap "RLS 48756" on the southerly Right-of-Way line of Butler Avenue as described in Docket 918, Page 572, Official Records of Coconino County;

Thence North $57^{\circ}20'18''$ East, 359.20 feet to a set $\frac{1}{2}$ " rebar with aluminum cap stamped "RLS 48756" on the southerly Right-of-Way line of said Butler Avenue, said point being in common with a point on the northwesterly property line of that parcel of land as shown on R2.

Thence North $88^{\circ}40'26''$ East, 21.88 feet to a found $\frac{1}{2}$ " rebar with aluminum cap stamped "LS 18548" at an angle point in the northwesterly property line of said parcel of land as shown on R2;

Thence along the west line of said parcel, South $00^{\circ}39'43''$ East, 30.29 feet;

Thence leaving said west line, South $52^{\circ}21'57''$ West, 17.99 feet;

Thence South $62^{\circ}44'34''$ West, 20.31 feet;

Thence South $51^{\circ}25'21''$ West, 1.30 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears South $52^{\circ}48'05''$ West, 72.98 feet;

Thence southwesterly along said curve, 72.99 feet through a central angle of $3^{\circ}34'31''$;

Thence South $49^{\circ}09'35''$ West, 38.94 feet;

Thence South $41^{\circ}07'19''$ West, 12.46 feet to the beginning of a non-tangent curve concave to the east having a radius of 31.06 feet and being subtended by a chord which bears South $16^{\circ}49'28''$ West, 21.91 feet;

Thence southwesterly and southerly along said curve, 22.39 feet through a central angle of $41^{\circ}18'32''$;

Thence South $03^{\circ}49'48''$ East, 54.18 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears South $14^{\circ}21'56''$ East 118.06 feet;

Thence southerly along said curve, 118.45 feet through a central angle of $15^{\circ}58'09''$;

Thence South $22^{\circ}15'26''$ East, 14.24 feet to the **TRUE POINT OF BEGINNING**;

Containing 41,256 square feet, or 0.947 Acres, more or less.

Parcel 3:

Commencing at a the northeast corner of said Section 23, a found 2"x 2" metal plate set in concrete;

Thence along the east line of said Section 23, South 00°44'24" East, 706.41 feet (Basis of Bearing) to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the north Right-of-Way line of Butler Avenue as shown on Book 21 of Surveys, Page 25, Official Records of Coconino County (herein referred to as R2);

Thence South 00°37'35" East, 93.27 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" on the south Right-of-Way line of Butler Avenue as shown on R2;

Thence along the east line of that parcel of land as shown on R2, South 00°44'14" East, 523.54 feet to a found 1.5" brass cap stamped "ARENCO RLS 4321" at the southeast corner of said parcel;

Thence along the south line of said parcel, South 88°43'33" West, 326.77 feet to a found ½" rebar with yellow plastic cap stamped "RLS 11369" at the southeast corner of that parcel of land as described in R1 and the **TRUE POINT OF BEGINNING**;

Thence along the south line of said parcel as described in R1, South 88°40'49" West, 100.63 feet;

Thence leaving said south line, North 22°15'26" West, 14.24 feet to the beginning of a non-tangent curve concave to the east having a radius of 424.97 feet and being subtended by a chord which bears North 14°21'56" West 118.06 feet;

Thence northerly along said curve, 118.45 feet through a central angle of 15°58'09";

Thence North 03°49'48" West, 54.18 feet to the beginning of a tangent curve concave to the east, having a radius of 31.06 feet;

Thence northeasterly along said curve, 22.39 feet through a central angle of 41°18'32";

Thence North 41°07'19" East, 12.46 feet;

Thence North 49°09'35" East, 38.94 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1169.67 feet and being subtended by a chord which bears North 52°48'05" East 72.98 feet;

Thence northeasterly along said curve, 72.99 feet through a central angle of 3°34'31";

Thence North 51°25'21" East, 1.30 feet;

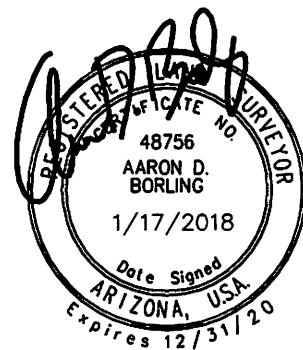
Thence North 62°44'34" East, 20.31 feet;

Thence North 52°21'57" East, 17.99 feet to a point on the west line of that parcel of land as shown on R2;

Thence along said west line, South 00°39'43" East, 300.35 feet to the **TRUE POINT OF BEGINNING**;

Containing 32,404 square feet, or 0.7439 Acres, more or less.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, AZ.

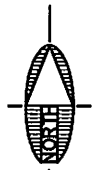


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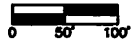
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

POINT OF
COMMENCEMENT
NE COR.
SEC. 23



SCALE: 1" = 100'



S 0°44'24" E 706.41'
(BASIS OF BEARING)

'RLS 11369'

'RLS 11369'

APN: 106-04-006B

'RLS 11369'

APN:
106-04-006C

E. BUTLER AVE

N 0°40'53" W
186.85'

'RLS 48756'

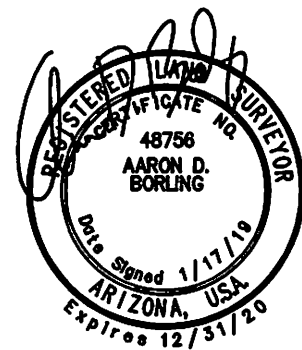
SUBJECT PARCEL
APN: 106-04-007B

PARCEL 3

PARCEL 2

PARCEL 1

APN: 106-04-006C



S 0°39'43" E 300.35'

'RLS 11369'

S 88°43'33" W 326.77'

'RLS 4321'

APN:
106-04-005B

E 1/4 COR.
SEC. 23



Shephard & Associates, Inc.

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18245
DATE	JAN. '19
SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF ARIZONA	SHEET 6 OF 7
LEGAL EXHIBIT	

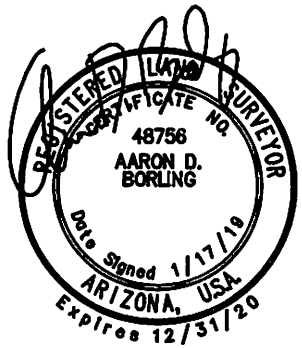
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PLOTTED: Jan 18, 2019-10:02am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Curve Table						Parcel Line Table		
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Line #	Length	Direction
C1	11.90	74.57	9.14	S62° 16' 52"E	11.88	L1	110.66	S88° 40' 49"W
C2	102.72	388.50	15.15	S49° 18' 05"E	102.42	L2	93.37	N0° 32' 50"W
C3	72.99	1169.67	3.58	N52° 48' 05"E	72.98	L3	19.67	S58° 15' 33"E
C4	22.39	31.06	41.31	N16° 49' 28"E	21.91	L4	10.51	S39° 04' 21"E
C5	118.45	424.97	15.97	N14° 21' 56"W	118.06	L5	115.52	S88° 40' 49"W
						L6	50.42	N0° 32' 50"W
						L8	21.88	N88° 40' 26"E
						L9	30.29	S0° 39' 43"E
						L10	17.99	N52° 21' 57"E
						L11	20.31	N62° 44' 34"E
						L12	1.30	S51° 25' 21"W
						L13	38.94	S49° 09' 35"W
						L14	12.46	S41° 07' 19"W
						L15	54.18	S3° 49' 48"E
						L16	14.24	S22° 15' 26"E
						L17	100.63	S88° 40' 49"W
						L21	93.27	S0° 37' 35"E



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110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18245
DATE	JAN. '19
SCALE	AS SHOWN
DRAWN	TNO
DESIGN	
CHECKED	ADB

FLAGSTAFF ARIZONA	LEGAL EXHIBIT

SHEET
7
OF 7

Exhibit B

Approved Preliminary Plat

PROJECT DATA

INTERM GROSS SITE ACREAGE = 176,842 SF / 4.06 ACRE
 FULL-BUILD OUT NET SITE ACREAGE (WITH FUTURE ROW DEDICATION) = 177,170 SF / 3.93 ACRE

PLANNED RESIDENTIAL DEVELOPMENT STANDARDS = BUNGALOW COURTS
 PHASE 1 - HIGH DENSITY RESIDENTIAL
 (REQUIRED TO MEET PREVIOUSLY APPROVED ORDINANCE BASED 2005 REZONING)

FRONT 24' SETBACK
 SIDE 15' SETBACK
 REAR 20' SETBACK

NUMBER OF UNITS PER COURT = 3 MIN, 9 MAX
 PROPOSED NUMBER OF UNITS PER COURT = 4 MIN, 6 MAX
 TOTAL NUMBER OF UNITS = 50 (INCLUDES 5 AFFORDABLE UNITS)

BUILDING SIZE = 32'x24' MAX
 PROPOSED BUILDING SIZE = 23'x26'
 BUILDING AREA = 1,110 SF
 BUILDING HEIGHT = 60' MAX, 2 STORES MAX
 PROPOSED BUILDING HEIGHT = 25' 7-1/2", 2 STORES

PROPOSED PEDESTRIAN ACCESS = PUBLIC COURTYARD
 PROPOSED COURTYARD = 15'x15' LONG AXIS OPEN TO THE STREET
 PROPOSED FRONTAGE = LARGER STOOP
 PROPOSED VEHICULAR ACCESS AND PARKING = OPEN PARKING SPACES ARE INDIVIDUALLY ACCESSIBLE VIA COMMON PARKING AREA LOCATED AT THE REAR OR SIDE OF THE UNIT

OPEN SPACE AREA = 15% MIN
 PROPOSED OPEN SPACE AREA = 54%

DENSITY = 10 DU/ACRE MIN, 22 DU/ACRE MAX
 PROPOSED DENSITY = 12 DU/ACRE

LOT COVERAGE = 50% MAX
 PROPOSED LOT COVERAGE = 27%

141.2 STANDARDS
 PHASE 2 - HIGHWAY COMMERCIAL

FRONT SETBACK = 5' MIN, 12' MAX
 SIDE AND REAR SETBACK = 3' MIN
 SIDESTREET SETBACK = 10 MIN, 15' MAX

BUILDING HEIGHT = 52' MAX, 4 STORES MAX
 PROPOSED BUILDING HEIGHT = 25' 4.5", 2 STORES
 PROPOSED COMMON YARD, LARGER STOOP
 ALLOWED USES: RESIDENTIAL SINGLE-FAMILY DWELLING
 PROPOSED USE: BUNGALOW COURTS

LOT COVERAGE = 80% MAX
 PROPOSED LOT COVERAGE = 27%

PARKING
 TOTAL PARKING REQUIRED = 110 SPACES MIN
 TOTAL PARKING REQUIRED WITH ADJUSTMENTS = 90 SPACES
 TOTAL PARKING PROVIDED = 90 SPACES (INCLUDES 5 ADA SPACES)
 TOTAL BIKING STORAGE = 6 SPACES

PARKING ADJUSTMENTS
 AFFORDABLE HOUSING - 1.5 SPACES REQUIRED PER 2-3 BEDROOM (5 AFFORDABLE UNITS)
 TRANSIT - 10% REDUCTION (BLACK BARRIS BUS STOP WITHIN ONE-QUARTER OF A MILE)
 FOREST RESOURCES - 5% REDUCTION (SITE WAS LAD OUT TO SAVE AS MANY TREES AS POSSIBLE)
 BICYCLE PARKING - 5% REDUCTION (BIKE STORAGE PROVIDED)

PROPOSED TEMPORARY EMERGENCY ACCESS (TO BE UNDERLED)

20' EASEMENT TO BE DEDICATED THROUGH COF PARCEL

PROPOSED 24' GATE

PROPOSED 15' SIDESTREET SETBACK

PROPOSED 1" WATER METER (TYP.)

PROPOSED 1.5" WATER SERVICE (TYP.)

PROPOSED 3' REAR SETBACK

PROPOSED 3' SIDE SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

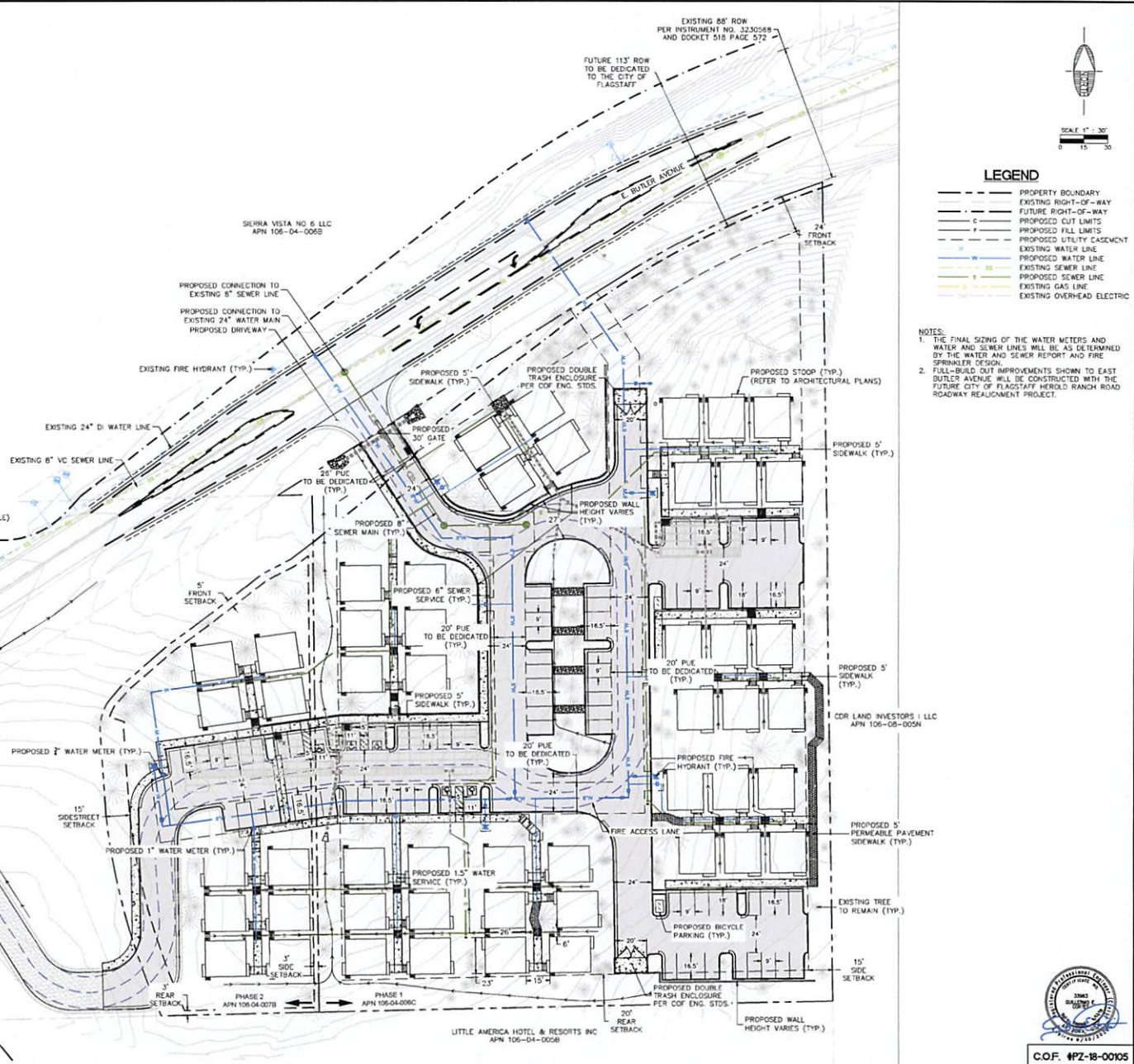
PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK

PROPOSED 20' REAR SETBACK



LEGEND

- PROPERTY BOUNDARY
- - - EXISTING RIGHT-OF-WAY
- - - FUTURE RIGHT-OF-WAY
- - - PROPOSED CUT LIMITS
- - - PROPOSED FILL LIMITS
- - - PROPOSED UTILITY EASEMENT
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC

- NOTES:**
- THE FINAL SIZING OF THE WATER METERS AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
 - FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.

OPEN SPACE ANALYSIS

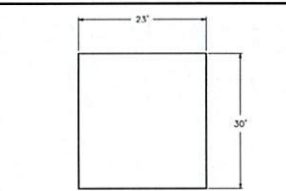
PLANNED RESIDENTIAL DEVELOPMENT	
TOTAL GROSS SITE AREA (SF)	176,842
15% OF GROSS SITE AREA (SF)	26,496
REQUIRED OPEN SPACE (SF)	26,496
PROVIDED OPEN SPACE (SF)	94,907
BUNGALOW COURT	
TOTAL AREA OF LOTS (SF)	47,753
15% OF LOT COVERAGE (SF)	7,163
REQUIRED OPEN SPACE (SF)	7,163
PROVIDED OPEN SPACE (SF)	12,383

1. Open Space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-40.30.30.
 2. The term "lot" refers to a bungalow court.
 3. Refer to the Project Narrative for Open Space explanation.

FLAGSTAFF ARIZONA
 WOODSHIRE ON BUTLER CONDOMINIUMS
 PRELIMINARY PLAT OVERVIEW
 APR NO. 1719
 DATE: MAY 19
 SCALE: AS SHOWN
 SHEET: 3 OF 9
 DRAWN: JAC
 CHECKED: JAC
 110 W. Dove Avenue
 Flagstaff, AZ 86001
 920.777.0335
 920.777.0334 fax
 www.swhi.com
SWI
 Shephard Westzetter, Inc.
 NO. DESCRIPTION
 DATE
 REVISIONS
 SHEET NO. 3 OF 9
 DRAWING NO. PM01
 C.O.F. #PZ-18-00105



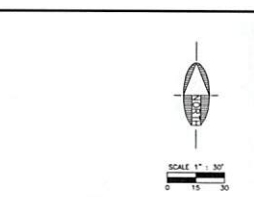
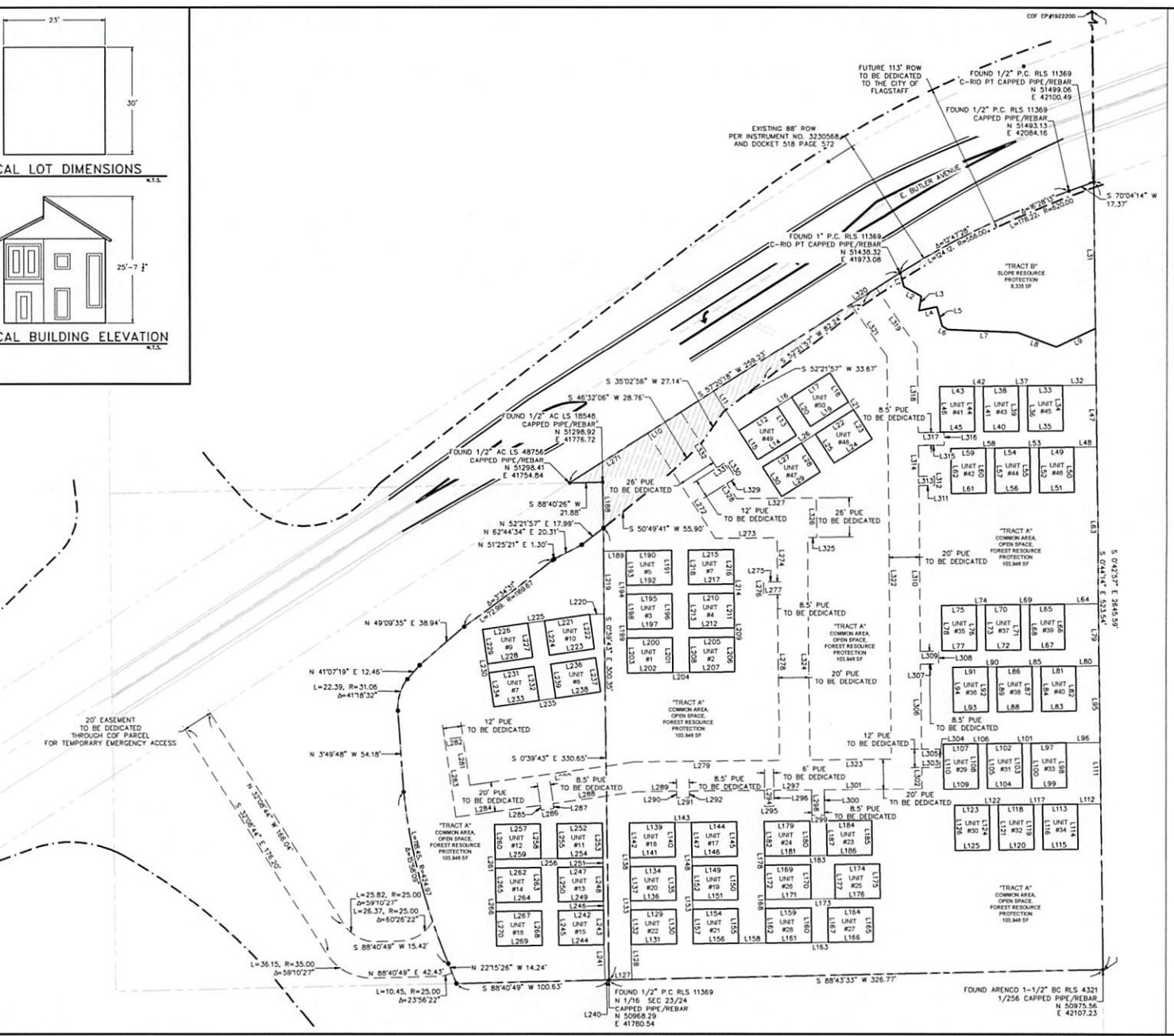
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A TYPICAL LOT DIMENSIONS



B TYPICAL BUILDING ELEVATION



- LEGEND**
- PROPERTY BOUNDARY
 - - - EXISTING RIGHT-OF-WAY
 - FUTURE RIGHT-OF-WAY
 - - - PROPOSED UTILITY EASEMENT
 - - - PROPOSED LOT
 - UNIT #1 UNIT ID NUMBER
 - P.S.#1 PARKING SPACE ID NUMBER
 - MONUMENT TO BE SET

- NOTES:**
- THE FINAL SIZING OF THE WATER METER AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
 - FULL-BUILD OUT IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.
 - THE TYPICAL SIZE OF EACH INDIVIDUAL LOT IS 690 SF (17.682 SQ). SEE DETAILS A AND B ON SHEET PPO3.
 - "TRACT A" TO BE DEDICATED AS COMMON AREA, OPEN SPACE, AND FOREST RESOURCE PROTECTION PER FUTURE COARA. "TRACT B" TO BE DEDICATED AS SLOPE RESOURCE PROTECTION. REFER TO THE NATURAL RESOURCE PROTECTION PLAN FOR THE RESOURCES TO BE PRESERVED.

FILE: P:\2017\1705\WOODSHIRE\PLAT\PRELIMINARY\1705-PRELIMINARY PLAT (LINE & CONVEYING) CHW

FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

PRELIMINARY PLAT (1)

DATE	BY	REVISIONS

110 W. Doyle Avenue
Flagstaff, AZ 86001
928.777.8354
928.774.0934 fax
www.swhz.com

SWI
Shepherd Wesnitzer, Inc.

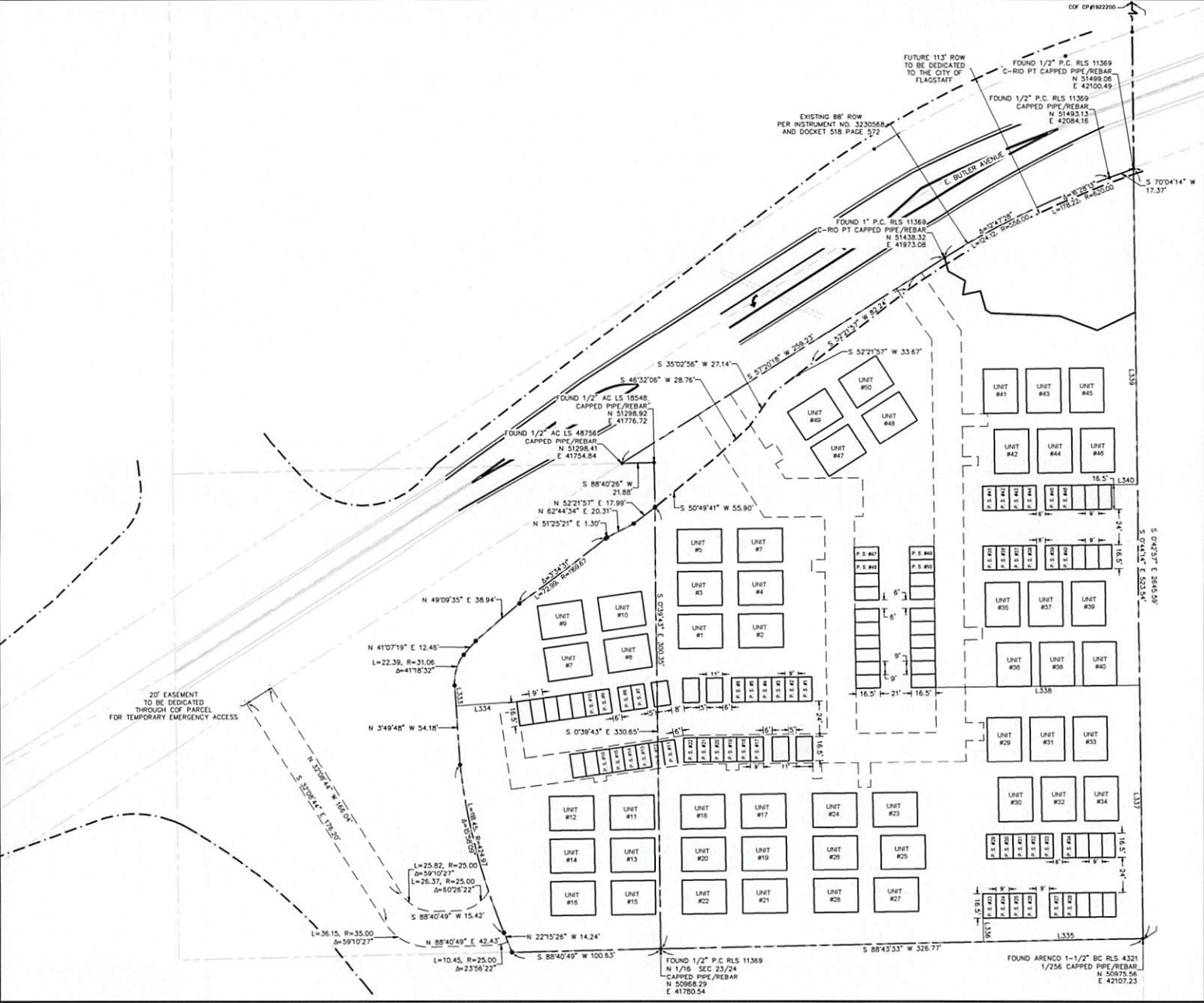
ARIZONA
DRAWING NO. PPO1

SHT NO. 5 OF 9

C.O.F. #FZ-18-00105

PLOTTED: May 11, 2018 - 2:10pm

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- LEGEND**
- PROPERTY BOUNDARY
 - - - EXISTING RIGHT-OF-WAY
 - - - FUTURE RIGHT-OF-WAY
 - - - PROPOSED UTILITY EASEMENT
 - - - PROPOSED LOT
- UNIT #1 UNIT ID NUMBER
 P.S. #1 PARKING SPACE ID NUMBER
 ● MONUMENT TO BE SET

NOTES:
 1. ONE PARKING SPACE IS RESERVED PER UNIT AND DEDICATED AS A LIMITED COMMON ELEMENT. ALL OTHER PARKING SPACES ARE AVAILABLE FOR VISITORS AND DEDICATED AS A COMMON ELEMENT.

FLAGSTAFF
ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

PRELIMINARY PLAT (2)

JOB NO.	17155
DATE:	MAY 19
SCALE:	AS SHOWN
DRAWN:	CHM
CHECKED:	CHM
DATE:	

110 W. Dole Avenue
Flagstaff, AZ 86001
920-774-0254 fax
www.swhz.com

SWI
Shepherd Wesnitzer, Inc.

NO.	DESCRIPTION	REVISIONS	DATE	BY

Call or text the L&L working group before any changes.
ARIZONA 801
 THE L&L GROUP
 8-811 or 1-800-526-6107 (TOLL-FREE)

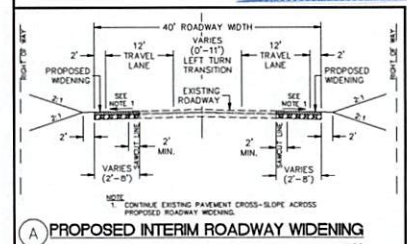
DRAWING NO.
PP02

SHT NO. OF
6 9

C.O.F. #PZ-18-00105

PLOTTED: May 13, 2019 - 2:10pm

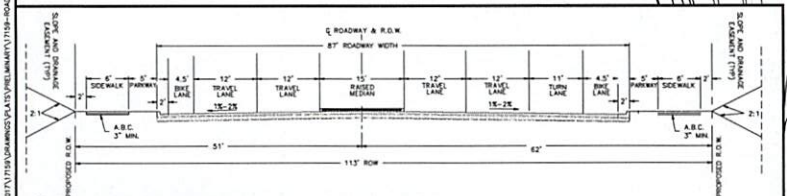
CLEAR VIEW ZONE CALCULATIONS - INTERIM CONDITIONS										
ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP (g) (unadjusted) #2	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES#4	TIME GAP (g) (adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD)3	STOPPING SIGHT DISTANCE (SSD)
D1	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	Yes	2	7.5	390	250
D3	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D4	E. Butler Avenue	Left	35	7.5	Yes	Yes	1	7.5	390	250
M1	E. Butler Avenue	Left	35	5.5	Yes	Yes	1	5.5	355	250



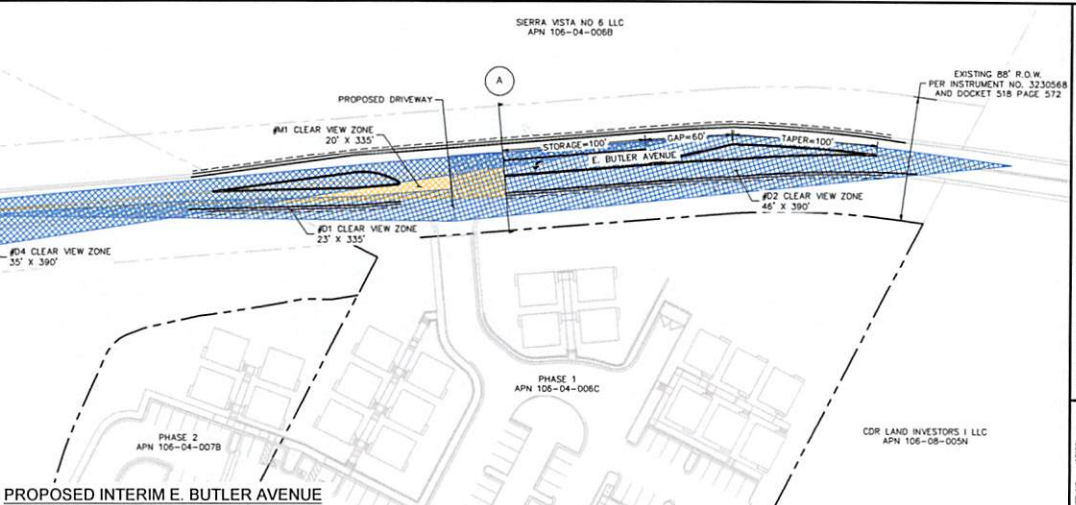
A PROPOSED INTERIM ROADWAY WIDENING

CLEAR VIEW ZONE CALCULATIONS - FULL-BUILD OUT CONDITIONS										
ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP (g) (unadjusted) #2	Grade ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES#4	TIME GAP (g) (adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD)3	STOPPING SIGHT DISTANCE (SSD)
D1	E. Butler Avenue	Right	35	6.5	Yes	Yes	1	6.5	335	250
D2	E. Butler Avenue	Left	35	7.5	Yes	Yes	4	8.5	440	250
M1	E. Butler Avenue	Left	35	5.5	Yes	Yes	3	6.5	335	250

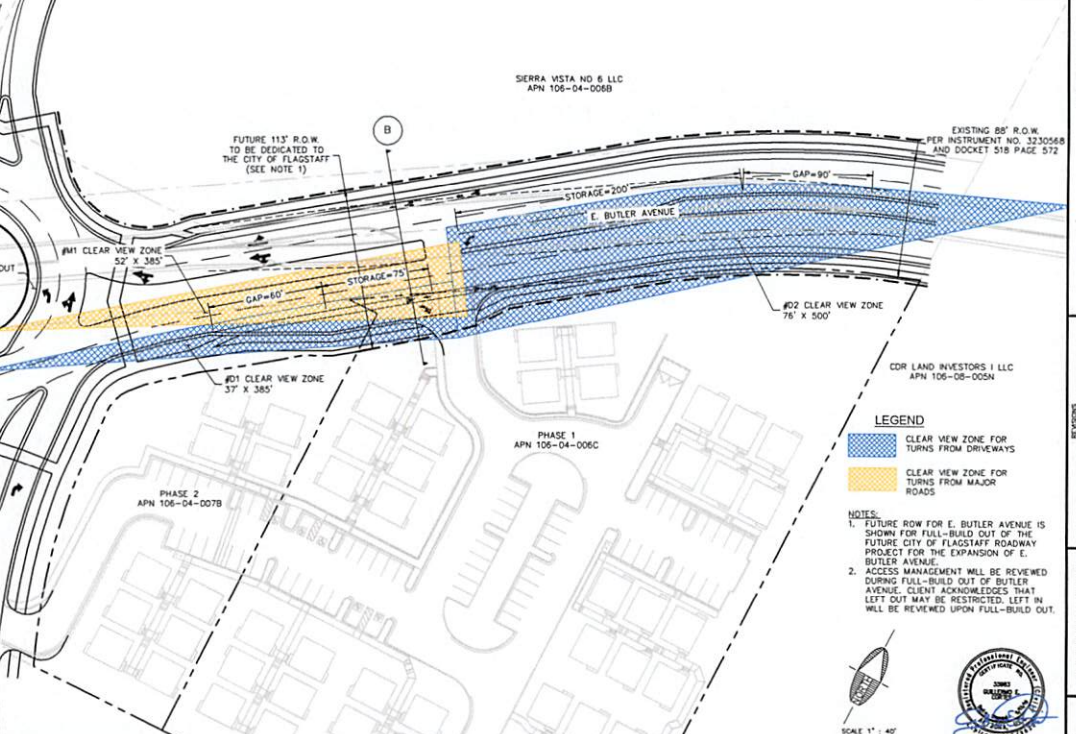
- NOTES:
- The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
 - The time gap values, adjusted (g) (adjusted) in seconds and unadjusted (g) (unadjusted) in seconds, are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
 - The intersection sight distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: $ISD = 1.47 \sqrt{VMAJOR} \cdot Tg$
 - The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.



B PROPOSED FULL-BUILD OUT ROADWAY WIDENING



PROPOSED INTERIM E. BUTLER AVENUE



PROPOSED FULL-BUILD OUT OF E. BUTLER AVENUE

- LEGEND**
- CLEAR VIEW ZONE FOR TURNS FROM DRIVEWAYS
 - CLEAR VIEW ZONE FOR TURNS FROM MAJOR ROADS
- NOTES:**
- FUTURE ROW FOR E. BUTLER AVENUE IS SHOWN FOR FULL-BUILD OUT OF THE FUTURE CITY OF FLAGSTAFF ROADWAY PROJECT FOR THE EXPANSION OF E. BUTLER AVENUE.
 - ACCESS MANAGEMENT WILL BE REVIEWED DURING FULL-BUILD OUT OF BUTLER AVENUE. CLIENT ACKNOWLEDGES THAT LEFT TURN MAY BE RESTRICTED. LEFT IN WILL BE REVIEWED UPON FULL-BUILD OUT.



C.O.F. #PZ-18-00105

FLAGSTAFF ARIZONA
WOODSHIRE ON BUTLER CONDOMINIUMS
ROADWAY IMPROVEMENTS
JOB NO. 17739
DATE: MAY 19
SCALE: AS SHOWN
DRAWN: CWP
CHECKED: CWP
RECORD: LEE

110 W. Dole Avenue
Flagstaff, AZ 86001
928.777.0054
928.774.0934 fax
www.swi-ariz.com

NO.	DESCRIPTION	DATE	BY

DRAWING NO. **R101**
SHT. NO. 8 OF 9

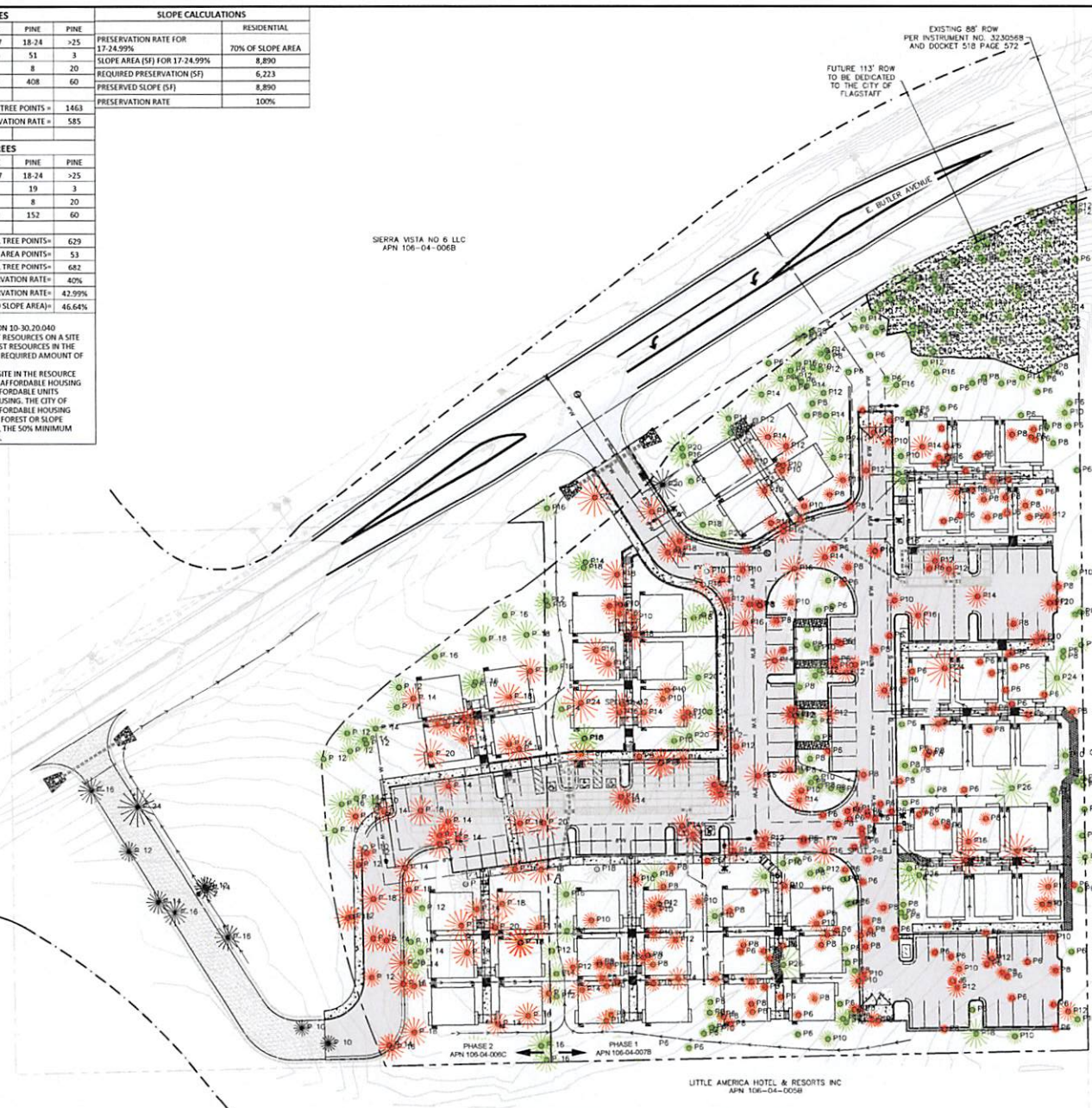
FILE: P:\2017\1739\WOODSHIRE\1739-ROADWAY IMPROVEMENTS.DWG

TOTAL TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	283	156	100	51	3
POINTS	1	2	4	8	20
SUM OF POINTS	283	312	400	408	60
SUBTOTAL TREE POINTS = 1463					
40% PRESERVATION RATE = 585					
POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	135	63	39	19	3
POINTS	1	2	4	8	20
SUM OF POINTS	135	126	156	152	60
SUBTOTAL TREE POINTS = 629					
EXCESS PRESERVED SLOPE AREA POINTS = 53					
TOTAL TREE POINTS = 682					
REQUIRED PRESERVATION RATE = 40%					
PRESERVATION RATE = 42.99%					
PRESERVATION RATE (WITH EXCESS PRESERVED SLOPE AREA) = 46.64%					

SLOPE CALCULATIONS	
PRESERVATION RATE FOR 17-24.99%	70% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	8,890
REQUIRED PRESERVATION (SF)	6,223
PRESERVED SLOPE (SF)	8,890
PRESERVATION RATE	100%

NOTE:
 1. PER THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-30.20.040 AFFORDABLE HOUSING INCENTIVES, WHERE FOREST RESOURCES ON A SITE OVERLAP WITH STEEP SLOPE RESOURCES, THE FOREST RESOURCES IN THE STEEP SLOPE AREA MAY BE COUNTED TOWARD THE REQUIRED AMOUNT OF FOREST RESOURCES FOR THE WHOLE SITE.
 2. THE FOREST RESOURCES MUST BE RETAINED ON-SITE IN THE RESOURCE PROTECTION OVERLAY ZONE MAY BE REDUCED FOR AFFORDABLE HOUSING DEVELOPMENTS BASED ON THE PERCENTAGE OF AFFORDABLE UNITS PROVIDED AND THE CATEGORY OF AFFORDABLE HOUSING. THE CITY OF FLAGSTAFF ZONING CODE SECTION 10-30.20.040 AFFORDABLE HOUSING INCENTIVES ALLOWS A 20% REDUCTION OF ON-SITE FOREST OR SLOPE RESOURCE PROTECTION STANDARDS. FOR THIS SITE, THE 50% MINIMUM FOREST RESOURCE REQUIREMENT REDUCES TO 40%.

SIERRA VISTA NO 6, LLC
 APN 106-04-006B



LEGEND

- TREE RESOURCES TO BE PRESERVED WITHIN THE WOODSHIRE ON BUTLER PROJECT LIMITS (NOT COUNTED)
- TREE RESOURCES TO BE PRESERVED WITHIN THE WOODSHIRE ON BUTLER PROJECT LIMITS
- TREE RESOURCES TO BE REMOVED AS A RESULT OF SITE DEVELOPMENT
- TREE RESOURCES TO BE REMOVED AS A RESULT OF THE TEMPORARY EMERGENCY ACCESS
- UNDISTURBED SLOPE 17-24.99%



FLAGSTAFF ARIZONA

WOODSHIRE ON BUTLER CONDOMINIUMS

NATURAL RESOURCE PROTECTION PLAN

JOB NO. 17159
 DATE: MAY 19
 SCALE: AS SHOWN
 DRAWN: GMP
 CHECKED: GEC

110 W. Dove Avenue
 Flagstaff, AZ 86001
 920.777.8525
 920.777.8524 fax
 www.swhz.com

SWI
 Shephard Wesnitzer, Inc.

CDR LAND INVESTORS I LLC
 APN 106-08-005N

Call or text for full service 24/7
 when you have an emergency
ARIZONA 811
 800-811-1111 #1-800-EMER-T (362)

DRAWING NO. **NRPP**

SHEET NO. 8 OF 9

C.O.F. #PZ-18-00105

Exhibit C

Easement

When recorded, mail to
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

TEMPORARY INGRESS/EGRESS EASEMENT

For Valuable Consideration, the sufficiency and receipt of which is hereby acknowledged, the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Grantor", hereby grants and conveys unto Woodshire on Butler, LLC, an Arizona limited liability company, hereinafter referred to as "Grantee", a non-exclusive easement for temporary access and street purposes under, over and across the real property of Grantor located at 2989 E. Butler Avenue, situated in Coconino County, Arizona, and described in Exhibit "1", which is attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. This Temporary Ingress/Egress Easement is granted to enable the Grantee to locate, operate, repair, replace, alter and maintain access services of all types. This shall include but not be limited to streets, sidewalks and other Grantee approved access improvements.
2. This Temporary Ingress/Egress includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of This Temporary Ingress/Egress Easement.
3. Maintenance of the surface appearance of the real property subject to this easement after any disturbance or restoration caused by Grantee shall remain the responsibility of the Grantee.
4. To the extent permitted by Arizona law, Grantee hereby covenants to indemnify and save Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its officers', agents', employees', and invitees' use of This Temporary Ingress/Egress Easement granted herein.
5. If the Grantee abandons the use contemplated by This Temporary Ingress/Egress Easement, said Easement shall terminate and the property interest herein shall revert to the Grantor. For the purposes of this agreement, the term "abandon" shall be defined as the discontinuation by Grantee to provide and maintain said street improvements for a period of one (1) year following termination of said utility or access services.
6. The Grantor shall have the right to use and enjoy the Property subject to This Temporary Ingress/Egress Easement provided such use and enjoyment does not interfere with Grantee's ability to utilize the Temporary Ingress/Egress granted herein, and further provided that, the Grantor shall not construct or permit erection or other structure or improvement that would interfere with the operation of this access or street improvement within the Temporary Ingress/Egress Easement granted herein without Grantee's written consent. The determination of whether Grantor's proposed construction of any structure or improvement interferes with the operation of this street and access improvement shall be the sole and absolute discretion of the Grantee.

Dated this 20 day of August 2019 in Flagstaff, Coconino County, Arizona.

By: Coral Evans
Mayor, Coral Evans

STATE OF ARIZONA)
)
County of Coconino) SS

SUBSCRIBED AND SWORN to before me this 20 day of August, 2019
by Coral Evans.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Stacy M. Fobar
Notary Public

My Commission expires February 12, 2023



ATTEST:

Stacy Saltyburg
City Clerk

DATE: 11/13/2018 11:30:00 AM

FILE: \\S:\2017\17193\04\WOODSHIRE ON BUTLER CONDOMINIUMS PRELIMINARY PLAT (JUNE 8, 2018).DWG

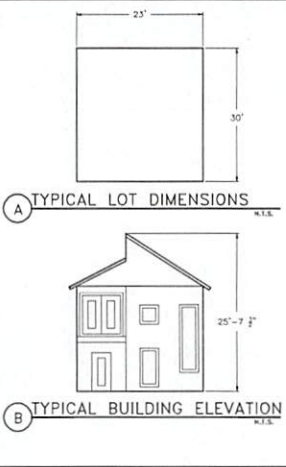
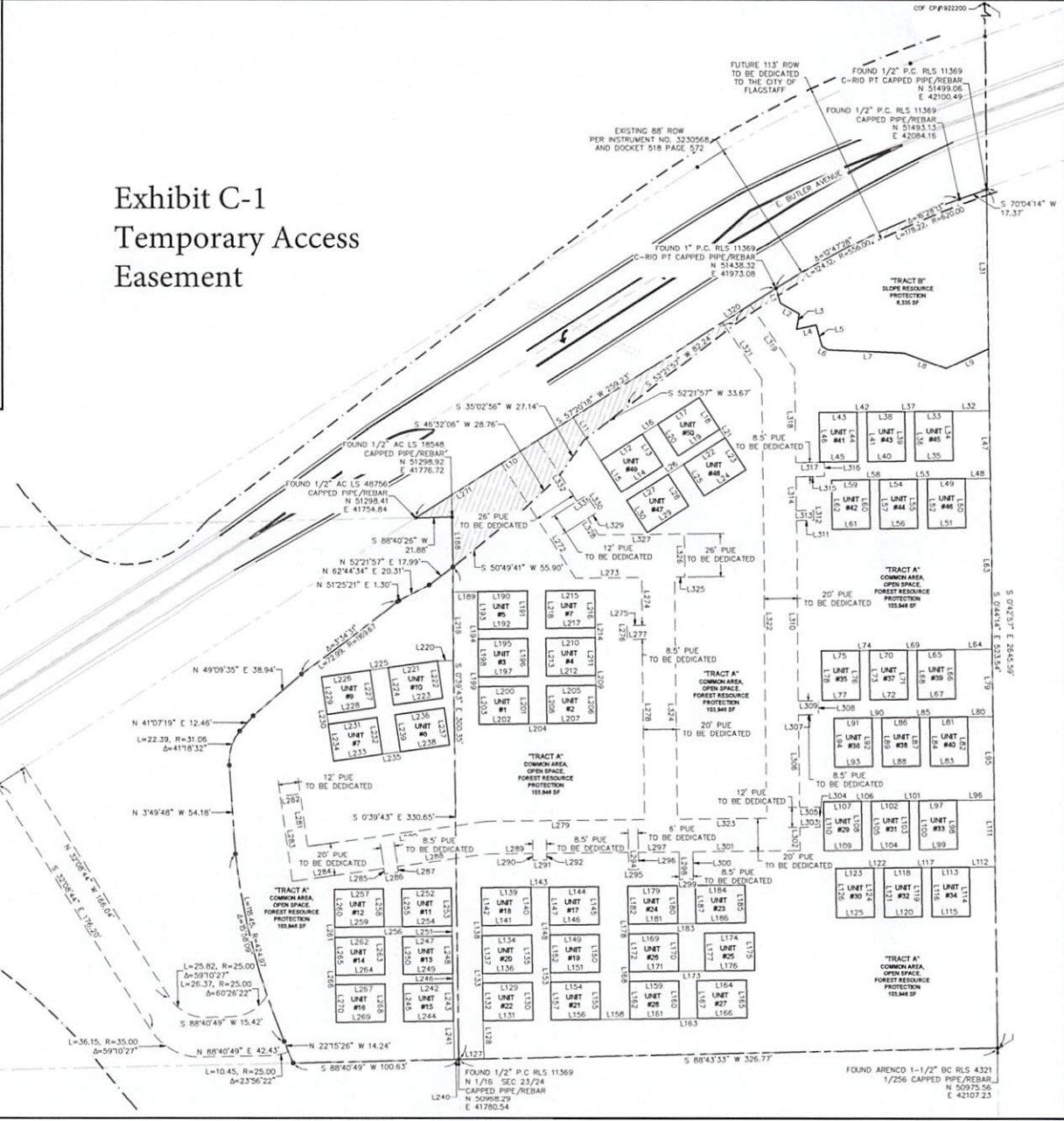


Exhibit C-1 Temporary Access Easement

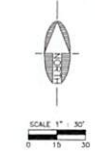


LEGEND

- PROPERTY BOUNDARY
- - - EXISTING RIGHT-OF-WAY
- · · FUTURE RIGHT-OF-WAY
- - - PROPOSED UTILITY EASEMENT
- - - PROPOSED LOT
- UNIT #1 UNIT ID NUMBER
- P. 5.1#1 PARKING SPACE ID NUMBER
- MONUMENT TO BE SET

NOTES:

- THE FINAL SIZING OF THE WATER METER AND WATER AND SEWER LINES WILL BE AS DETERMINED BY THE WATER AND SEWER REPORT AND FIRE SPRINKLER DESIGN.
- FULL-BUILD DUTY IMPROVEMENTS SHOWN TO EAST BUTLER AVENUE WILL BE CONSTRUCTED WITH THE FUTURE CITY OF FLAGSTAFF HEROLD RANCH ROAD ROADWAY REALIGNMENT PROJECT.
- THE TYPICAL SIZE OF EACH INDIVIDUAL LOT IS 690 SF (17,682 CF). SEE DETAILS A AND B ON SHEET PPO3.
- "TRACT A" TO BE DEDICATED AS COMMON AREA, OPEN SPACE, AND FOREST RESOURCE PROTECTION PER FUTURE CCMs. "TRACT B" TO BE DEDICATED AS SLOPE RESOURCE PROTECTION. REFER TO THE NATURAL RESOURCE PROTECTION PLAN FOR THE RESOURCES TO BE PRESERVED.



WOODSHIRE ON BUTLER CONDOMINIUMS

PRELIMINARY PLAT (1)

JOB NO.	17193
DATE:	MAY 13
SCALE:	AS SHOWN
DRAWN:	OMP
DESIGN:	OMP
CHECKED:	OCG

110 W. DORR AVENUE
 FLAGSTAFF, AZ 86001
 928.774.8334 fax
 www.swhz.com

SWI
 Shephard Wesntzner Inc.

NO.	DESCRIPTION	REVISIONS

DATE: BY:

DRAWING NO. **PP01**

SHEET NO. OF 5 9

C.O.F. #PZ-18-00105



Exhibit D

Roadway Contribution

ENGINEER'S OPINION OF PROBABLE COST

SWI Job # 17159
 Woodshire on Butler
 E. Butler Avenue
 Flagstaff, Arizona
 April 16, 2019



PHASE 1 FULL-BUILD OUT IMPROVEMENTS				
Asphalt Square Footage-1 right turn lane	1,545	s.f.	\$15.58*	\$24,071.10
6" Vertical Curb and Gutter	487	l.f.	\$20.00	\$9,740.00
Sidewalk	2,681	s.f.	\$7.00	\$18,767.00
Street Lights	1	ea.	\$3,333.00	\$3,333.00
Street Trees	20	ea.	\$500.00	\$10,000.00
SUBTOTAL PHASE 1 FULL-BUILD OUT IMPROVEMENTS				\$65,911.10
PHASE 2 FULL-BUILD OUT IMPROVEMENTS				
6" Vertical Curb and Gutter	383	l.f.	\$20.00	\$7,660.00
Sidewalk	2,107	s.f.	\$7.00	\$14,749.00
Street Lights	1	ea.	\$3,333.00	\$3,333.00
Street Trees	16	ea.	\$500.00	\$8,000.00
SUBTOTAL PHASE 2 FULL-BUILD OUT IMPROVEMENTS				\$33,742.00
WOODSHIRE ON BUTLER PHASE 1 & PHASE 2 CASH-IN-LIEU				\$99,653.00
*Roadway Cost per Square Foot \$15.58 was taken from Canyon Del Rio				



