

PLANNED RESIDENTIAL DEVELOPMENT AGREEMENT
The Lookout at Canyon Del Rio (Block N)

This Planned Residential Development Agreement (the “Agreement”) is entered into by and between CDR Devcorp LTD, an Arizona corporation, herein after referred to as the “Developer,” and the **City of Flagstaff, Arizona**, a municipal corporation (the “City”).

RECITALS

WHEREAS, pursuant to the City of Flagstaff Zoning Code, Section 10-40.60.280 (the “Zoning Code”), a Planned Residential Development Agreement is required to accompany the final plat for any subdivision utilizing the Planned Residential Development Building Form and Property Development Standards; and

WHEREAS, the purpose of this Agreement is to ensure implementation of the design elements elected by the Developer pursuant to Section 10-40.60.280(D)(3) of the Zoning Code in a manner satisfactory to the Planning Director; and

WHEREAS, the Developer proposes a residential subdivision known as *The Lookout at Canyon Del Rio Block N* (the “Subdivision”) on approximately 7.11 gross acres of land located within the City of Flagstaff; and

WHEREAS, the Developer has elected to implement design elements l, n, p and q totaling a value of five (5) points as required by the Zoning Code.

AGREEMENT

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

1. Design Elements Implementation. The Developer shall implement the following design elements in accordance with the Zoning Code and as approved by the Planning Director:

1.1. Design element l, Front setbacks less than 15 feet for livable portions of the dwelling, including the front entry feature (Points Awarded: 1). The front setbacks for livable portions of each dwelling, including front entry features, shall be less than fifteen (15)

feet as depicted in the Typical Lot Detail shown on Page 2 of 5 of the final plat. Compliance shall be demonstrated at the time of building permit submittal for each lot. Each building permit application shall include a plot plan verifying compliance with this design element.

1.2. Design element n, Subdivision CC&R's and setback standards do not prohibit the development of Accessory Dwelling Units (ADUs) (Points Awarded: 1). The Subdivision's Covenants, Conditions & Restrictions (CC&Rs) and applicable setback standards do not prohibit the construction of ADUs.

1.3 Design element p, Subdivision exceeds the minimum density of the applicable zoning district by at least one whole unit per acre (Points Awarded: 1). The Subdivision shall exceed the minimum density of the Medium Density Residential (MR) zoning district by at least one whole unit per acre. The Subdivision includes 50 residential lots on 7.11 gross acres, resulting in a density of approximately seven (7) units per acre, thereby exceeding the required six (6) units per acre.

1.4 Design element q, Subdivision includes enhanced pedestrian environments, including outdoor seating areas or larger landscaping areas (Points Awarded: 2). The Developer shall construct two (2) enhanced outdoor seating areas to improve the pedestrian environment. One area shall be located in Tract B, adjacent to Lot 50. The second area shall be located in Tract A between Lots 11 and 12. These improvements shall be constructed prior to Conditional Acceptance of Public Improvements, and will be maintained by the Canyon Del Rio Block N Homeowners Association.

2. Final Plat and Recordation. This Agreement shall be recorded with the Coconino County Recorder concurrently with the recordation of the final plat for The Lookout at Canyon Del Rio Block N.

3. Binding Effect. This Agreement shall run with the land and shall be binding upon the Developer, its successors, assigns, and any future owners of the Subdivision.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the ordinances and regulations of the City of Flagstaff.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the matters addressed herein and supersedes all prior discussions or agreements, whether written or oral.

6. Amendment. This Agreement may only be amended in writing and signed by both the Developer and the Planning Director.

SIGNATURES

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

DEVELOPER:

CDR Devcorp LTD

By: _____

Name:

Title:

CITY OF FLAGSTAFF:

By: _____

Name:

Title: Planning Director