

When recorded, return to:

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**DC HEIGHTS DEVELOPMENT AGREEMENT**

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**ARTICLE I. INTRODUCTION**

This Development Agreement (“**Agreement**”) is entered into this \_ day of \_\_\_\_\_, 2015, by and between the CITY OF CHANDLER, Arizona, an Arizona municipal corporation (“**City**”), DC Land, LLC an Arizona limited liability company (“**Owner/Developer**”), The City and Owner/Developer are collectively, the “Parties.”

**ARTICLE II. RECITALS**

A. Owner/Developer owns fee title to that certain real property legally described on the attached **Exhibit A** (the “**Property**”). The Property is located at the southwest corner of California and Commonwealth streets within the corporate limits of the City of Chandler and in a portion of the City’s Central Business District established pursuant to Resolution No. 4646 approved by the City Council on October 25, 2012. Owner/Developer may construct or cause to be constructed, a multi-family residential development (the “**Project**”) as (i) described and depicted in the DC Heights Urban Living Preliminary Development Plan (“**PDP**”) approved with conditions on December 11, 2014. The PDP is not attached to the recorded copy of this Agreement for technical reasons but is incorporated herein by this reference as **Exhibit B** (and filed in the City Clerk’s office as Document # \_\_\_\_\_ ) as if fully set forth herein; and (ii) as approved, with eight (8) conditions. by City on January 8, 2015, in connection with the Planned Area Development District zoning designation in City Ordinance #4597 (“**Zoning Designation**”), attached hereto as **Exhibit C**.

City and Owner/Developer hereby anticipate that development of the Project, within the term of this Agreement, will result in increased property values of at least one hundred percent, increased tax revenues, encouragement toward the redevelopment of adjacent properties and will otherwise improve or enhance the economic welfare of the inhabitants of the City.

C. This Agreement is intended to set forth certain obligations and commitments of the Parties with respect to the contemplated development of the Property. The Parties intend for and are entering into this Agreement to be a “Development Agreement” within the meaning of A.R.S. § 9-500.05.

D. City has determined that the proposed development of the Property is in accordance with this Agreement and is consistent with City’s General Plan.

E. The Owner/Developer’s completion of the Reimbursable Improvements will assist in the revitalization and redevelopment of more than just the Property but also in the whole of downtown Chandler which is designated under the Arizona Revised Statutes, Title 36, Chapter 12, Article 3 as a Redevelopment Area.

## AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and representations and the mutual covenants and conditions in this Agreement, the Parties agree as follows:

**I. DEFINITIONS.** In this Agreement, unless a different meaning clearly appears from the context:

**A.** "Agreement" means this Agreement, as amended or supplemented in writing from time to time, and includes all exhibits and schedules attached or incorporated hereto. References to Sections or Subsections are to this Agreement unless otherwise qualified.

**B.** "Acceptance of Public Improvements" means the City Engineer's written acknowledgement of acceptance of the public improvements including the Reimbursable Improvements and the Construction Obligations in Sections VII.B and VI.C, in accordance with City Code § 47-8.1.

**C.** "Applicable Laws" means the federal, state, county and local laws (statutory and common law), charter provisions, codes, ordinances, rules, regulations, permit requirements, fee schedules and assessments, and other requirements and official policies of City which apply to the development of all or any part of the Property but which are not explicitly in conflict with the terms and conditions of this Agreement, the Zoning Designation, or the PDP.

**D.** "A.R.S." means the Arizona Revised Statutes as exist on the Execution Date or hereafter enacted or amended by the Arizona State Legislature.

**E.** "Business Day" means any day of the week when the City Planning and Development Department is open to the public for the conduct of the department's business.

**F.** "Certificate of Occupancy" means a certificate issued by the City certifying that a building or other improvement is fit for occupancy in accordance with Applicable Laws.

**G.** "City" means the City of Chandler, an Arizona municipal corporation (and any successor public body or officer hereafter designated by or pursuant to law).

**H.** "City Code" means the Chandler City Code comprised of the codified ordinances of the City of Chandler, Arizona.

**I.** "Owner/Developer" means DC Land, LLC, an Arizona limited liability company or its successor in title to the Property. .

**J.** "Effective Date" means the date this Agreement shall have been duly executed by both of the Parties.

**K.** "Force Majeure Events" means as set forth in Section XII.F.

**L.** "GPLET" means as described in Section XI.A.

**M.** "Lease" means as described in Article XI and Exhibit H.

**N.** "Party" and "Parties" mean as described in the introductory paragraph on page 1 of

this Agreement.

- O. **“PDP Site Plan”** means the Preliminary Site Plan included within Tab B of the PDP.
- P. **“Person”** means an individual, corporation, partnership, limited liability company, association, trust or other legal entity, or combination of them.
- Q. **“Commence Construction”** or **“Construction Commencement”** and variations means the occurrence of both of the following: (i) the issuance of a construction permit, and (ii) the commencement of construction beyond grading of foundation for which a construction permit is issued.
- R. **“Completion of Construction”** means the full completion of all work on Public Improvements such that they are ready for acceptance by the City Engineer pursuant to City Code § 47-8.1.
- S. **“Preliminary Development Plan”** or **“PDP”** means the DC Heights Urban Living Preliminary Development Plan described in Section II(A) and approved in connection with the Zoning Designation and incorporated in this Agreement as **Exhibit B**.
- T. **“Property”** means as described in paragraph A of the Recitals and legally described in **Exhibit A**.
- U. **“Reimbursable Improvements”** means those public improvements defined in Section VII.B and potentially in Article VIII.
- V. **“Zoning Code”** means Chapter 35 of the City Code.
- W. **“Zoning Designation”** means the City’s land use category currently applicable to the Property as set forth in Ordinance 4597, attached hereto as **Exhibit C**.

**IV. TERM.**

- A. **Term of the Agreement.** Unless otherwise terminated pursuant to the terms of this Agreement, the term of this Agreement shall be ten (10) years from the Effective Date.
- B. **Early Termination of Certain Provisions.** Notwithstanding anything to the contrary in this **Article IV** if Owner/Developer has not (i) Commenced Construction of the Project within twenty-four (24) months of the Effective Date, or, (ii) received a Certificate of Occupancy for the Project within forty (40) months of the Effective Date, the City’s obligations in Sections VII.A, VII.B, VII.C and VII.E, and Articles VIII, IX and XI shall be of no further force or effect.

**V. DEVELOPMENT STANDARDS.**

- A. **Development of Property.** The Parties agree that nothing in this Agreement shall require Owner/Developer to proceed with the proposed Project; however, if the Owner/Developer does develop the Property, the Parties agree that Owner/Developer shall develop the Property in accordance with the Applicable Laws, this Agreement, the Zoning Designation, and as described and depicted and in the PDP The City shall not, during the term of this Agreement, amend, revise or revoke the Zoning Designation and/or PDP without the prior written consent of Owner/Developer.

**B.** Deviation from PDP Standards. In addition to, or if the following conflict with the PDP, in place of the development standards detailed in the PDP, the Owner/Developer may and the City shall, upon Owner/Developer's request, approve the following standards for the Project:

1. Use of on-street parking spaces on Dakota Street, California Street, Boston Street, and Commonwealth Avenue on the Property's perimeter to offset the "visitor" parking space requirement ("On-Street Parking") set forth in the Zoning Code for the Project. The City will allow the residents and visitors of the Project to use the On-Street Parking on the same basis that is available to the general public and will not meter it or otherwise restrict its usage to the Project's residents or visitors for fifteen (15) years from the Effective Date. If mass transit is not available within five blocks of the Project nor has an additional parking structure been added to the Chandler downtown area at the end of the fifteen year period, the City must continue usage of the On-Street Parking to the Project's residents and visitor without metering it or otherwise restricting it for an additional ten (10) years. Thereafter, the City may meter the On-Street Parking or otherwise restrict its usage to the Project's residents and visitors,
2. Buildings with zero setbacks from property line.
3. Non-standard entry gates approved by the City Fire Marshall in its reasonable discretion.
4. Solid waste disposal services from a private company and not City Solid Waste; and,
5. Approval of non-standard access to Project dumpsters by City Solid Waste Services in its reasonable discretion.
6. Notwithstanding anything to the contrary in Applicable Laws, the PDP or the Zoning Designation, roadway configurations as shown in Exhibits D, D-1, F, and F-1.

## **VI. OWNER/DEVELOPER'S OBLIGATIONS.**

**A.** Owner/Developer's Non-Construction Obligations and Development Actions. The following are the Owner/Developer's obligations if Owner/Developer develops the Project as contemplated by the Zoning Designation, the PDP and this Agreement:

1. Plat & Dedication of Property. As part of the City's approval process for Project building permits, Owner/Developer will re-plat the Property. As part of the re-plat, Owner/Developer will convey to the City any of the Property required for on-street parking spaces contemplated in the PDP and will dedicate a non-exclusive easement, in a form reasonably acceptable to the Parties, for public pedestrian use of any private sidewalks on the Property that are adjoining public streets.
2. City's Abandonment of Real Property. For all real property abandonments desired by Owner/Developer in connection with the Project, the Owner/Developer will apply for abandonment of the relevant real property

and any utilities therein in accordance with the abandonment process set forth in City Code Section 47-16.

a) Alley & Utilities Abandonment. Upon Owner/Developer's application for abandonment of the alley and utilities therein, the City will facilitate, at no cost to Owner/Developer, the abandonment of the north to south alley and utilities therein between Dakota and California streets.

b) Essex Street Landscaping. Upon Owner/Developer's application for abandonment of the right-of-way and any utilities located in the real property underlying the Essex Street landscaping in the location shown in Exhibit D, City will facilitate, at no cost to Owner/Developer, the abandonment of any necessary right-of-way and any utilities therein for the Essex Street Landscaping.

c) Reserved Parking for Project Rental Office. Upon Owner/Developer's construction of the Skybridge and Rooftop Pool in accordance with the PDP as well as its application for abandonment of the right-of-way and any utilities located in the real property underlying up to four (4) parking spaces near the Project leasing office on Boston Street and delineated on Exhibit J by cross-hatch marks ("Reserved Parking Spaces"), City will convey, by quit claim and at no cost to Owner/Developer, any necessary right-of-way for the Reserved Parking Spaces.

3. Encroachment Easement for Skybridge Structural Supports. Upon Owner/Developer's application for an encroachment permit for the installation and maintenance of the structural support columns for a skybridge, as described in the PDP, that connects the Project over and above Dakota Street ("**Skybridge**"), City will, at no cost to Owner/Developer, grant Owner/Developer an easement for such encroachment with maintenance, indemnification and insurance requirements in substantial compliance with the Easement Agreement as set forth in the Exhibit K.

4. Air Space Encroachment Easement. Upon Owner/Developer's application for an encroachment permit for the installation and maintenance of the Skybridge, the City will grant Owner/Developer an air space easement for the Skybridge, pool deck, awnings and building in accordance with the Encroachment Easement (described in Subsection VI.A.3) with maintenance, indemnification, and insurance requirements in substantially the same form as that which is attached as Exhibit K.

B. Owner/Developer's Obligation to Publicly Bid. If Developer wants reimbursement of the construction or installation costs for Reimbursable Improvements pursuant to Section IX, Owner/Developer must comply with the competitive and open procurement processes set forth in Arizona Revised Statutes, Title 34, Chapter 2. City will process the request for bids through its processes up through, and including, selection of the successful bidder by the City Council

- C. Owner/Developer's Construction Obligations. The following is a list of the Owner/Developer's obligations if Owner/Developer develops the Project as contemplated by this Agreement, the Zoning Designation and PDP:
1. California Street Improvements. Owner/Developer will, at its sole cost and expense, construct the west half-street of California Street between Commonwealth and Boston streets in accordance with the details and as depicted in the attached **Exhibits F and F-1** ("California Street Improvements"),
  2. Essex Street Landscaping. Owner/Developer will, at its sole cost and expense, install the landscaping improvements on the Essex Street right-of-way from the intersection of Commonwealth and Essex streets and along Essex Street through to Boston Street in accordance with the details and as depicted in the Preliminary Landscape Plans incorporated in **Exhibit B**, Tab B ("**Essex Street Landscaping**").
- D. Owner/Developer's Ongoing Obligations.
1. Essex Street Landscaping. After the installation of the Essex Landscaping, Owner/Developer shall maintain the Essex Landscaping in the same condition as other Project landscaping.
  2. Angled Parking Maintenance. Owner/Developer is responsible to keep angled public parking spaces on the public streets on the Project perimeter reasonably clean, including sweeping them on a least a monthly basis.

## VII. PARTIES' OBLIGATIONS.

- A. City Obligations.
1. Off-Site Dakota Improvements. City, at its sole cost and expense, shall complete certain street improvements on Dakota Street between the southern portion of the parking lot of the San Marco Hotel and Commonwealth Avenue as depicted on the attached Exhibits I and I-1. ("**Off-Site Dakota Improvements**"). The construction work for the Off-Site Dakota Improvements shall commence and be completed within a reasonable period of time following final approval by the City Council of the Fiscal Year 2015-2016 budget and capital improvement program.
- B. Owner/Developer Improvements Subject to Reimbursement by City. If the Owner/Developer develops the Project in accordance with this Agreement (including roadway configuration detail in accordance with Exhibits D, D-1, F, and F-1 even if inconsistent with the PDP), the Zoning Designation and the PDP (except that Owner/Developer shall not be obligated to construct the Skybridge and Rooftop Pool) The public improvements set forth in this Section VII.B are subject to reimbursement in accordance with Article IX,
1. Demolition of Current Improvements. Upon Owner/Developer's Completion of the demolition of the improvements existing on the real property

underlying any of the areas in which Owner/Developer is completing public improvements in accordance with Sections VI.C and VII.B (as generally shown on Exhibit E) (“**Demolition**”), the City will reimburse the Owner/Developer the costs of demolition as provided in Section IX below, as generally estimated on the attached Exhibit L in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less.

2. Commonwealth-Boston Street Improvements. Upon Owner/Developer’s Completion and City’s acceptance, of certain street improvements along the Property frontage on west Commonwealth Avenue and Boston Street between California Street and Dakota Street (“**Commonwealth-Boston Street Improvements**”) in accordance with the detail and description in Exhibits F and F-1, the City will reimburse the Owner/Developer the costs of construction of the Commonwealth-Boston Street Improvements as provided in Section IX; such improvements shall include, without limitation, all costs of landscaping, sidewalk, curbs, gutter, paving, on-street parking, street lights and other related improvements as generally estimated on the attached Exhibit L in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less.
  3. Intersection Improvements. Upon Owner/Developer’s Completion and City’s acceptance of street intersections at the Dakota Street and Commonwealth Avenue, Commonwealth Avenue and California Street, California and Boston streets, Boston and Dakota streets to ADA required standards as depicted and described on the attached Exhibits D and F-1 (“**Intersection Improvements**”), the City will reimburse the Owner/Developer the costs of construction of the Intersection Improvements as provided in Section IX below; such improvements shall include, without limitation, all hard costs of such improvements, as generally estimated on the attached Exhibit L in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less.
  4. Stormwater Drain Improvements. Upon Owner/Developer’s provision of the stormwater drain inlets and other improvements to retain post-development stormwater run-off as set forth in the City’s Engineering standards (the “**Stormwater Drain Improvements**”) the City will reimburse the Owner/Developer for the costs of such construction or installation as generally estimated on the attached Exhibit L in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less.
- C. Expedited Plan Review. Subject to Applicable Laws, City and Owner/Developer will cooperate reasonably in processing the approval or issuance of any abandonments, permits, site plans, subdivision plats or other development approvals requested in connection with development of the Project. City further agrees that no unusual or extraordinary review or inspection requirements will be imposed by City and that City shall conduct all required inspections as expeditiously as possible. Owner/Developer shall be granted expedited review and processing of building plan

submittals, building permit applications, and required inspections, at no additional cost to Owner/Developer.

- D. City Services. Upon Owner/Developer's compliance with the terms and conditions of this Agreement, the City shall provide all municipal services to the Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.
- E. Chandler Improvement Company. If the Chandler Improvement Company, its successors or heirs, or any other Person claiming rights thereunder (collectively, "CIC"), claims any right or interest in or title to any real property being abandoned in connection with an application for abandonment submitted to the City by Owner/Developer or contemplated herein, the City shall take any and all actions, using its best efforts, to cause title to such abandoned real property to vest in the current owners of the real property adjacent to abandoned real property pursuant to the Applicable Laws. Without limiting the forgoing, the City agrees to support Owner/Developer against any CIC claim to abandoned property, including, but not limited to, joining in any litigation against CIC, at the City's sole cost and expense.

**VIII. DAKOTA STREET IMPROVEMENTS.** Upon Owner/Developer's Completion and City's acceptance, of the on-site roadway improvements for Dakota Street between Commonwealth and Boston streets ("**Dakota Street Improvements**") in accordance with the detail and depiction set forth in **Exhibits D** and **D-1** and if the Owner/Developer has built the Skybridge and Rooftop Pool as part of the Project, the City will reimburse the Owner/Developer the costs of construction of the Dakota Street Improvements, which shall include, without limitation, all costs of landscaping, sidewalk, curbs, gutter, paving, on-street parking, street lights and other related improvements, as generally estimated on the attached **Exhibit L** in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less. If Owner/Developer opts to construct the Skybridge and Rooftop Pool as part of the Project and City accepts the Dakota Street Improvements as set forth herein, the Dakota Street Improvements are a component of the Reimbursable Improvements and subject to reimbursement in accordance with Article IX.

**IX. REIMBURSEMENT OF CERTAIN IMPROVEMENT COSTS.**

A. Agreement to Reimburse. To the degree that the various component costs of the Reimbursable Improvements have been properly bid in accordance with Section VI.B, the City shall reimburse Owner/Developer for all of Owner/Developer's costs and expenses in connection with the "**Reimbursable Improvements**" (as set forth in Section VII.B), in the manner and within the timeframe contemplated by this Agreement; provided that City's obligation to reimburse pursuant to this Section IX shall not exceed \$202,722 for demolition, plus \$1,260,196 for the other Reimbursable Improvements for a total of \$1,462,918 (the "**Reimbursement Cap**"). Notwithstanding the foregoing, if Developer, at its sole discretion, constructs a Skybridge and a Rooftop Pool as contemplated by the PDP, the City shall reimburse the Owner/Developer for the actual cost of construction of the Dakota Street Improvements, or \$601,967, whichever is less.

B. Commencement of Reimbursement Payments. Within thirty (30) days of the City's receipt of a complete Application for Payment (defined in Section IX.C) the City shall pay to Owner/Developer the amount properly stated in the Application for Payment.

C. Application for Payment. Upon the City's acceptance of the Reimbursable Improvements, Owner/Developer may request reimbursement under this Section IX by delivering to the City a written "Application for Payment" that shall clearly state the amount of such request, a statement by a licensed contractor certifying that the work that is subject of the Application has been completed in the manner required by the City.

**X. DEDICATION, ACCEPTANCE AND MAINTENANCE OF PUBLIC IMPROVEMENTS.**

A. When Owner/Developer completes construction of the public improvements required by this Agreement and the Applicable Laws, upon written request of either Party, the City shall inspect and determine the acceptability of the Public Improvements in compliance with the normal City procedures, regulations and ordinances.

**XI. GOVERNMENT PROPERTY LEASE EXCISE TAX.**

A. **Delayed Effectiveness.** Article XI is not operable unless, and until, the City of Chandler adopts a resolution approving the terms and conditions of this Article XI no sooner than sixty (60) days from June 22, 2015, in accordance with A.R.S. § 42-6206.

B. **Government Property Lease Excise Tax.** Except during any properly exercised abatement period thereof, the Owner/Developer will be responsible for the Government Property Lease Excise Tax ("GPLET") pursuant to the Arizona Revised Statutes, Title 42, Chapter 6, Article 5, during the term of the Lease.

C. In accordance with A.R.S. § 42-6206(A), failure by the Owner/Developer to pay the GPLET during the nonabatement period of the Lease after notice and an opportunity to cure, in accordance with Section XII.A, is an Event of Default that could result in termination of the lease and divesting the Owner/Developer of any interest in or right of occupancy of the Property and/or Project.

D. **GPLET Abatement.** The City has determined that the development of the Property with the Project and the lease of all or a portion of the Project subject to tax abatement and tax liability under the Government Property Lease Excise Tax (A.R.S. § 42-6201, *et seq.*) ("GPLET") will enhance the economic viability of the City in numerous ways, including, without limitation, (A) increasing transaction privilege tax revenues and other revenues to the City, (B) increasing the City's employment base, (C) stimulating further economic development, and (D) otherwise improving and enhancing the economic welfare of the residents of the City; and (E) is not likely to occur without the benefits provided in this Agreement; and (F) will generate revenues and other benefits to the City that outweigh or are not disproportionate to the costs associated with these benefits.

**1. GPLET Procedure.**

a) City hereby acknowledges and agrees that if the Project is completed and Developer has otherwise satisfied its obligations, in all material respects, under this Agreement, then Developer shall be entitled to the statutorily-authorized eight (8) year abatement of GPLET available pursuant to the provisions of A.R.S. §§ 42-6201 through 42-6210, inclusive.

b) Chandler acknowledges that Owner/Developer's execution of this Agreement by Owner/Developer constitutes its or its permitted assigns' application for the tax abatement provided by A.R.S. 42-6209(B).

c) If the Project meets the statutory minimum requirements of the GPLET statutes, upon issuance of the last Certificate of Occupancy for the Project, (i) Owner/Developer may convey the Property to City, within not more than six (6) months from the date of the Project's Certificate of Occupancy, by a special warranty deed in substantially the form of **Exhibit G** attached hereto and City shall accept such conveyance, and (ii) contemporaneously with such conveyance, City shall lease back the Property to Owner/Developer pursuant to a Government Property Land and Improvements Lease substantially in the form attached hereto as **Exhibit H** (the "Lease").

d) The term of the Lease shall be twenty-five (25) years from the date of conveyance of the Property to the City.

e) The Property must be conveyed to the City free of all monetary liens or encumbrances other than liens for current property taxes and assessments not yet due and payable that shall remain Owner/Developer's obligation for payment pursuant to the terms of the Lease. Any deed of trust liens on the Property securing financing for development of the Project shall be released from the fee interest in the Property and converted to leasehold deeds of trust encumbering only Owner/Developer's leasehold interest under the Lease contemporaneously with conveyance of the Property to City.

## **XII. GENERAL PROVISIONS.**

### **A. Defaults.**

1. **Events of Default.** It shall be a default under this Agreement if either Party fails to perform any of its obligations hereunder including Owner/Developer's failure to pay the GPLET (see Section XI.C)

2. **Remedies.** In the Event of Default hereunder and failure by the defaulting Party to timely are the default as provided in Subsection XII.A.3, the non-defaulting Party shall have all remedies available to it at law or in equity. Either Party may institute a legal action to cure, correct or remedy any default to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief in the nature or mandamus and actions for damages, provided, however the claims for damages shall be limited to actual damages. The Parties hereby waive any right to seek consequential, punitive, multiple exemplary or any other damages other than actual damages for a breach of this Agreement by either Party.

3. **Grace Periods; Notice and Cure.** Upon the occurrence of an Event of Default by a Party, such Party shall, upon receipt of written notice from the non-defaulting Party, promptly proceed to cure or remedy such default. Monetary defaults shall be cured within ten (10) days after defaulting Party's receipt of such written notice and non-monetary defaults shall be cured within thirty (30) days after defaulting Party's receipt of such written notice. The non-

defaulting Party shall not exercise any remedies pursuant to Subsection XII.A.2, until and unless the applicable cure period described in this Subsection XII.A.3 has expired and the default remains uncured at such time.

**B. Representations.**

**1. City Representations.** City represents and warrants to Owner/Developer that:

a) City is a duly formed municipal corporation validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of City is authorized and empowered to bind City.

b) City has the full right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of its Charter and Arizona law.

c) All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance; provided, however, the Parties hereby acknowledge and agree that pursuant to City's City Charter additional documents may require approval from City Council with respect to the final form of GPLET Lease.

**2. Owner/Developer Representations.** Owner/Developer represents and warrants to City that:

a) Owner/Developer is duly formed and validly existing under Arizona law.

b) Owner/Developer has the full right, power and authorization to enter into and perform the obligations and undertakings of Owner/Developer under this Agreement, and the execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

c) All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

**C. No Waiver of Regulatory Power of City.** Unless specifically and explicitly stated herein, the City is not waiving any existing regulatory power routinely applied to development of similar projects or property within the City.

**D. Further Acts.** Each of the Parties hereto shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary from time to time, to carry out the matters contemplated herein.

**E. Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be

considered as a waiver of rights with respect to any other default by the non-defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

- F. Force Majeure. Notwithstanding any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of god, or other events beyond the control of such party, the time period provided herein for the performance by such Party of such duty or obligations shall be extended for a period equal to the delay occasioned by such events (each, a “**Force Majeure Event**”).
- G. Individual Nonliability. No City Council member, City official, representative, agent, attorney or employee shall be personally liable to Owner/Developer or to any successor in interest of Owner/Developer, in the event of any default or breach by City or for any amount which may become due to Owner/Developer or its successor, or with respect to any obligation of City under this Agreement. No officer, director, shareholder, member, manager, representative, agent or employee of Owner/Developer shall be personally liable to the City or to any successor in interest of City, in the event of any default or breach by Owner/Developer or for any amount which may become due to City or its successor, or with respect to any obligation of Owner/Developer under this Agreement.
- H. Waiver of Right to Trial by Jury. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each Party waives any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the court.
- I. Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a party is untrue, the other Party shall have all rights and remedies available at law, in equity, or as provided in this Agreement. The provisions of this Agreement wherein a Party has explicitly indemnified, made warranty or representations to the other Party shall survive the expiration or earlier termination of this Agreement.
- J. Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.
- K. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.
- L. Successors & Assigns of Property. All the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. §9-500.05(D).

- M.** Recitals & Exhibits. The Recitals set forth in Article II are incorporated herein by this reference and form a part of this Agreement. The Parties agree that all references to the Exhibits incorporated into and attached to this Agreement are an integral part of this Agreement for all purposes. References to sections or exhibits are to those designated sections or exhibits that are a part of this Agreement unless otherwise qualified. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement shall control. A conflict among attached or incorporated Exhibits shall be resolved by the more specific Exhibit over the more general Exhibit, unless the context explicitly requires otherwise. Notwithstanding the rest of this paragraph, the roadway configuration details shown in Exhibits D, D-1, F, and F-1 shall control over such detail shown in the PDP or Zoning Designation.
- N.** Entire Agreement. This Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.
- O.** Amendment. No change or addition is to be made to this Agreement except by written amendment executed by all the Parties. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona.
- P.** Construction. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. If this Agreement uses the term "day," it shall mean calendar day unless otherwise specified or modified. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement. If a cross-reference within any provision cites a particular section or subsection number of this Agreement, it shall be a reference to the referred section or subsection and its subparts.
- Q.** No Partnerships, Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner/Developer under this Agreement
- R.** Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been fully delivered upon personal delivery or as of the second business day after mailing by United States Mail, postage prepaid, by Certified Mail, return receipt requested, addressed as follows:

To City: City Manager  
City of Chandler  
175 Arizona Avenue, Fifth Floor  
Chandler, AZ 85225-5540

Mailing address: Post Office Box 4008,  
Mailstop 605  
Chandler, Arizona 85244

Copy to: City Attorney  
Chandler City Attorney Office  
175 Arizona Avenue, Second Floor  
Chandler, AZ 85225-5540

Mailing address: Post Office Box 4008, MS 602  
Chandler, Arizona 85244

To Owner/  
Developer: DC Land, LLC  
2415 East Camelback Road, Suite 700  
Phoenix, Arizona 85016  
Attn: Thomas F. Gardner

Copy to: Michael Withey  
Withey Morris, P.L.C.  
2525 E. Biltmore Circle, Suite A-212  
Phoenix, AZ 85016

Notice of address may be changed by any Party by giving notice to the other Parties in writing of a change of address. Such change shall be deemed to have been effectively noticed five days after mailed by the Party changing its address.

**S. Limited Severability.**

1. In the unlikely event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. Notwithstanding the foregoing sentence, however, this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

2. If the Agreement cannot be retroactively reformed in such a way that it provides essentially the same rights and benefits to the Parties then either Party may terminate the Agreement without further rights or liabilities to the other Party other than those that expressly survive termination.

**T. Attorneys' Fees.** If any judicial proceeding is initiated by any Party hereto with respect to this Agreement, the prevailing Party shall be entitled to recover, in addition

to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceeding (including non-judicial proceedings), including, without limitation, its reasonable attorneys' fees.

U. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona not later than ten (10) days after execution of the Agreement by the Parties.

V. Time of Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

(Signatures on following page)

CITY:

OWNER/DEVELOPER:

CITY OF CHANDLER, an Arizona municipal corporation

DC Land, LLC, an Arizona limited liability company

By: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_, 2015

By: Thomas F. Gardner  
Name: THOMAS F GARDNER  
DATE: 3 July, 2015

ATTESTED TO:

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

APPROVED BY:

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

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, in his capacity as Mayor of the City of Chandler, Arizona.

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

My Commission Expires:

Minnesota  
STATE OF ~~ARIZONA~~        )  
Hennepin                        ) ss.  
County of ~~Maricopa~~        )

The foregoing instrument was acknowledged before me this 3rd day of July, 2015, by Thomas Franklyn Gardner, in his capacity as Manager/Member of DC Land, LLC.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires: 01-31-2017



## EXHIBIT B

### Incorporation of DC Heights Urban Living Preliminary Development Plan

The original DC Heights Development Agreement includes a hard copy of the DC Heights Urban Living Preliminary Development Plan. The copy recorded in the office of the Maricopa County Recorder's office; however, does not include it. Exhibit B is nonetheless incorporated into this Agreement in accordance with Section II.A.

# 6

DEC 11 2014



 **DC HEIGHTS**  
**URBAN LIVING**

Chandler, Arizona

PLANNED AREA DEVELOPMENT  
AND REZONING/PRELIMINARY DEVELOPMENT PLAN  
SEPTEMBER 15, 2014

WHITNEYBELL PERRY INC



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## DEVELOPER

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**DC HEIGHTS LLC**

2415 E CAMELBACK ROAD  
SUITE 700  
PHOENIX, AZ 85016

PHONE: 602-381-2589  
CONTACT: THOMAS F. GARDNER  
EMAIL: TG@GARDNERREALESTATE.COM

## ARCHITECT

---



**WHITNEYBELL PERRY INC**  
ARCHITECTURE & PLANNING  
PHOENIX ■ CHANDLER

575 W CHANDLER BLVD  
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CHANDLER, AZ 85225

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CONTACT: MIKE PERRY AIA  
EMAIL: MIKE@WHITNEYBELLPERRY.COM

## CONSULTANTS

---



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PHOENIX, AZ 85014

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**phillip r. ryan**  
landscape architect p.c.  
landscape architecture & planning  
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4115 N 15TH AVENUE  
PHOENIX, ARIZONA 85015

PHONE: 602-265-1559  
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EMAIL: RICHP@NPENGINEERING.COM

**PROJECT TEAM**

### DC HEIGHT - EAST

GROSS AREA (TO CENTERLINE): 3.40 ACRES  
SITE AREA (NET): 2.26 ACRES

<u>UNIT TYPE</u>	<u># OF UNITS</u>
STUDIO UNIT	11 UNITS
1 BEDROOM UNIT	53 UNITS
2 BEDROOM UNIT	41 UNITS
<u>TOTAL</u>	<u>105 UNITS</u>

DENSITY (NET): 105 UNITS/2.26 ACRES = 46.5 D.U./ACRE

<u>PROVIDED PARKING</u>	<u># OF P.S.</u>
SURFACE:	80 P.S.
GARAGE:	44 P.S.
TANDEM:	35 P.S.
STREET: (TOTAL 69 P.S. - 25% DC HEIGHTS VISTORS)	17 P.S.
<u>TOTAL P.S. ON SITE:</u>	<u>159 P.S.</u>
TOTAL P.S.	176 P.S.

### DC HEIGHT - WEST

GROSS AREA (TO CENTERLINE): 1.92 ACRES  
SITE AREA (NET): 1.13ACRES

<u>UNIT TYPE</u>	<u># OF UNITS</u>
STUDIO UNIT	4 UNITS
1 BEDROOM UNIT	30 UNITS
2 BEDROOM UNIT	19 UNITS
<u>TOTAL</u>	<u>53 UNITS</u>

DENSITY (NET): 53 UNITS/1.13 ACRES = 46.9 D.U./ACRE

<u>PROVIDED PARKING</u>	<u># OF P.S.</u>
SURFACE:	48 P.S.
GARAGE:	23 P.S.
TANDEM:	13 P.S.
STREET: (TOTAL 21 P.S. - 25% DC HEIGHTS VISTORS)	5 P.S.
<u>TOTAL P.S. ON SITE:</u>	<u>84 P.S.</u>
TOTAL P.S.	89 P.S.

### DC HEIGHT - OVERALL

GROSS AREA (TO CENTERLINE): 5.32 ACRES  
SITE AREA (NET): 3.39 ACRES

<u>UNIT TYPE</u>	<u># OF UNITS</u>
STUDIO UNIT	15 UNITS
1 BEDROOM UNIT	83 UNITS
2 BEDROOM UNIT	60 UNITS
<u>TOTAL</u>	<u>158 UNITS</u>

DENSITY (GROSS): 158 UNITS/5.32 ACRES = 29.7 D.U./ACRE  
(NET): 158 UNITS/3.39 ACRES = 46.6 D.U./ACRE

<u>PROVIDED PARKING</u>	<u># OF P.S.</u>
SURFACE:	128 P.S.
GARAGE:	67 P.S.
TANDEM:	48 P.S.
STREET: (TOTAL 90 P.S. - 25% DC HEIGHTS VISTORS)	22 P.S.
<u>TOTAL P.S. ON SITE:</u>	<u>243 P.S.</u>
TOTAL P.S.	265 P.S.

**DC HEIGHTS**  
**SEC W COMMONWEALTH AVENUE AND S CALIFORNIA STREET**  
**PLANNED AREA DEVELOPMENT ZONING, AND PRELIMINARY DEVELOPMENT PLAN**  
**SEPTEMBER 10, 2014**

**I. Introduction**

**A. Project Overview**

The subject property is located at the Southwest corner of West Commonwealth Avenue and California Street and extends west to include Essex Street. The Site encompasses approximately 5.33 gross acres of vacant land (the "Property"). The Property is divided into two parts by Dakota street, the larger eastern area is 3.40 gross acres and the smaller western portion is 1.92 gross acres. The Property is currently zoned Multi-Family Residential (MF-2). See Aerial Map at **Tab A**.

The proposed request is to re-zone the Property for a PAD Multi-Family with mid-rise overlay site containing a luxury, multi-family residential community along with limited retail and restaurant uses. Both components will follow a refined "Contemporary Urban" theme using regionally appropriate materials, with clean massing, colors, and details. The site is walking distance to the vibrant Downtown Chandler Historic Square filled with shopping, restaurants, and offices. This residential complex will bring life and commerce to these areas, as well as to future growth and development areas.

The residential component of the development consists of a variety of residences distributed within two buildings. These buildings range in height from two-story, three-story and four-story. The community will include an elevated resort-style swimming pool with a cabana and amenities. A pedestrian bridge between the buildings is provided at the third floor to link the buildings across Dakota. The Clubhouse, located in the northeast corner of Dakota and Boston, contains a social event room, kitchen, game room, roof decks, a two story fitness facility and yoga center with direct proximity and visual connection to the main pool area.

The limited retail/restaurant component includes flexible, open floor plans to include options such as a small restaurant, cafe, deli, specialty shops, professional services, and/or other neighborhood retail uses.

**1. Summary of Requests**

This application requests rezoning from MF-2 to Planned Area Development (PAD) Multi-Family with limited retail/restaurant uses with mid-rise overlay zoning, and a Preliminary Development Plan (PDP).

**2. Relationship to Adjacent Properties**

The Property is currently vacant and zoned MF-2. The land to the North and across West Commonwealth Avenue is zoned PAD. The adjacent land to the East is zoned CCD. The adjacent land to the South is MF-2, but is in the "Future Growth Area" of the South Arizona Avenue Corridor Area Plan. The land located West across Essex is zoned CCD/SF-10. Please see **Tab A** for context map.

**II. PAD**

**A. Permitted Uses**

All uses permitted in the PAD Multi-Family District with limited retail/restaurant uses in the City of Chandler Zoning Ordinance.

**III. PDP**

**A. Introduction/Process**

# DC HEIGHTS

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The intent of this document is to set forth and establish a Preliminary Development Plan (PDP) and development guidelines.

## **B. Site Design**

Building setbacks, landscape setbacks, and other development standards are compatible with the spirit of the South Arizona Avenue Corridor Area Plan (SAACAP) which states the intention is to “create a pedestrian-friendly avenue with a walkable, attractive and comfortable environment.” Our intent is to create a unique architectural experience that complements the existing Downtown Chandler Historic Square but does not replicate it. See the Site and Landscape plans at **Tab B**.

The placement of the buildings is meant to integrate a strong visual and pedestrian relationship, with eye level architectural details along the public street frontage. The residential buildings have been designed and arranged to maximize desired views into Downtown Chandler, amenities, and adjacent golf course area. In addition, the buildings provide a wide range of scales and massing, from two-story, three-story to four-story, with roof deck amenities and green space elements. The lower-height buildings have been located toward the west exterior perimeter of the site to maintain the scale and character of neighboring residential developments. There are loft style residences strategically placed to provide added massing and a desired “urban” character.

The residential community has been planned with premium, resort-style amenity areas to facilitate a diversity of activities and enhance the lifestyles of residents. The amenities feature an elevated resort-style pool, spa, sunning areas, shaded seating, outdoor bar area, integrated water features, Dog Park, movie screen with artificial turf seating, fire features, green wall, moveable seating, and solar canopy. Both buildings, along with the amenity deck, are connected with an elevated third floor walkway. We encourage residents to interact with the spaces and their neighbors creating a stronger sense of community.

## **C. Development Standards**

The development request incorporates many alternative development standards that are essential to achieve the desired development quality and are not identified in a narrative list. The accompanied development plans demonstrate the alternative development solutions that either achieve code requirements or serve to implement the recommended design guidelines found in the SAACAP. These development plans incorporate all code exceptions by demonstrating the alternative development standards and by reference are part of the approval. As part of the redevelopment of the area a narrower street section has been proposed that creates a stronger sense of place and urban community feel rather than typical street width requirements.

## **D. Parking**

The provided parking areas have been designed to facilitate safe and convenient access for pedestrians to and from the buildings. The parking configuration within the residential component uses strategically placed landscape islands to visually enhance the parking areas. All Resident parking is within the gated building and is not visible to the street. Over 100 parking spaces are provided with enclosed garages.

The required parking for residents has been met within the courtyard area with twenty-two guest parking spaces of 90 located on the streets. Please refer to the site plan data for a precise breakdown of the required and provided parking on **Tab B**.

## **E. Vehicular Access and Circulation**

The main resident vehicular drive is located along Dakota Street. Speed bumps have been located along Dakota to prevent high speed through traffic. A central speed bump has been located at the vehicular entrance to the community. Visitor parking has been provided along West Commonwealth Avenue, Dakota Street, California Street and Boston Street. Secure Pedestrian access is provided at most corners of the Property, as well as multiple access points along the sides of the Property. Secondary emergency fire access has been provided.

# DC HEIGHTS

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## F. Pedestrian Circulation

The Property has been planned with ease of pedestrian access to create a “live, work, play” environment. Enjoyment to, from, and within the site is a primary goal, along with the safety and ease of circulation for residents between the Property and the Downtown Chandler Historic Square. Intermingled landscape areas, planters, and tree wells will provide path definition and shading. Pedestrian circulation on and around the site is located within the public/private sidewalks. As a result, we have enhanced the public and private sidewalks with tree wells, landscape planters and pedestrian amenities.

Pedestrian circulation within the residential community is focused on providing safety and convenience, while urbanscape benches promote interaction between the residents. Besides providing a percentage of direct-access garages, all the parking lot area distribution and distances have been carefully studied to reduce the distances from parking to units and vice versa. To minimize auto/pedestrian conflicts, convenient access between buildings is provided via the elevated walkway between buildings, as well as open-air walkways located on the interior courtyards for inter-building access. Landscape islands have been provided within the parking areas to further enhance the walkway connections between parking and buildings. The proposed residential community will be gated and secured. However, various sidewalks and pedestrian gates will allow residents secured access to public sidewalks along the main roadways.

## G. Architectural Design & Theme

### 1. Building Massing and Articulation

The Property consists of two, three, and four-story luxury apartments arranged along the edges of the adjacent streets within Historic Downtown Chandler. This creates and enhances the desired urban edge along the connecting public sidewalks. Main entries are indicated with prominent massing to easily locate secure access into the building. The ground level is designated as a 12' high space to allow for possible future retail/restaurant options. Residences along the ground floor will have entry porches with subtle screen walls to provide unique entry feature and privacy. Residences with balconies feature a mix of transparent and opaque balcony

articulation with strong horizontal lines. These horizontals contrast the vertical massing elements of varying desert hues. The architectural theme is an urban-contemporary style of glass, stucco massing, metal overhangs and balconies. Decorative masonry accents are provided at the pedestrian level.

The building design is organized as a series of elements that include patios and balconies; adding a great deal of variety and visual interest to the design. The buildings are arranged to screen resident parking with internal car courts and garages. This configuration also offers residents a high level of security. The first floor will include the Leasing Lobby, a two-story Fitness Facility, and potential street side coffee. There is also the potential for an underground grotto-style restaurant. The third floor will provide a dramatic, overhanging pool deck and Social Lounge. The amenity sky deck is interconnected via a "sky-bridge" spanning East-west above Dakota Street.

A unique feature to this multifamily community is that all the residences are located around the perimeter of the site, and in close proximity to the urban streetscape. This provides an element of security to the street and residences with 24/7 “eyes on the street”. There will be both community roof decks as well as private roof decks. Roof decks will be partially covered and will include greenery, fire pits, movable furniture, movie screens and grills.

### 2. Building Materials

The project utilizes a large variety of materials. Please view the Color Scheme Exhibits and their locations on the Material Location map at **Tab C**. Included in our palette of materials are:

- Stucco system (inclusive of pop-outs) with earth tone paint color options
- Decorative Metal railings, gates and accents – painted
- Synthetic Masonry Veneer with various blends and color options

# DC HEIGHTS

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### 3. Residential Design

The proposed floor plans will encompass a variety of units ranging from micro-studio apartments to larger two-bedrooms, some of which include lofts. The residences have been designed to maximize living space areas and include larger, interior utility rooms and storage, while maintaining appropriate sizes that will be supported by this unique market. The corner units on both buildings have been designed to provide additional fenestration, as well as additional outdoor space with wrap around balconies. The exterior patios and balconies connect directly to living areas to create an expanded sense of space within the residence, and provide functional outdoor space. Residences that do not have an outdoor patio or balcony have been design with floor to ceiling windows to create a vibrant, well lit space. Some residences will have direct access to garages.

We are proposing a total of 158 residences (29.7 D.U./gross acre) distributed as 15 studio units, 83 one-bedroom units, and 60 two-bedroom units. Among these we will have six different residence types that will add different levels of functionality, comfort, and flexibility to residents.

We have also indicated a mid-rise option (intended be up to 10-story tower and up to 250 units along Commonwealth) for added height, subject to City of Chandler Administration Approval.

#### H. Compliance with Multifamily Design Standards

The Chandler Zoning Ordinance does not have specific direction for Urban Infill Residential Development. The SAACAP Design Guidelines establishes design guidelines to guide PAD zoning requests within the South Arizona Avenue Corridor to achieve the objectives of the Chandler General Plan. DC Heights embodies and exemplifies the high priority design envisioned in the guidelines for Downtown Chandler. PAD zoning is a successful zoning tool to accommodate projects with urban characteristics, and innovative designs that fulfill the objectives of the General Plan.

The development request incorporates many alternative development standards that are essential to achieve the desired development quality. Those alternative development solutions are not identified in a narrative list. The accompanied development plans demonstrate the alternative development solutions that either achieve code requirements or serve to implement the recommended design guidelines found in the South Arizona Avenue Corridor Area Plan. The accompanied development plans incorporate all code exceptions by demonstrating the alternative development standards and by reference are part of the approval.

The compliance of the design standards are being solved by either achieving code requirements or implementing the recommended design guidelines found in the SAACAP. See Exhibits at **Tab B**.

#### 1. Site Circulation and Parking

Safe and convenient pedestrian circulation to and from parking lots throughout the development is provided. A minimum 8' sidewalk is located on Commonwealth Avenue and Boston Street. A minimum 6' sidewalk has been provided along Dakota Street and California Street. The internal courtyard contains a mixture of parking spaces and parking canopies are architecturally integrated with the surrounding structures.

#### 2. Energy conservation

The development provides shade on the south and west sides of buildings by overhangs and/or trees and provide shade trees on the south and west side of streets. Required shading at the above locations have been provided through recessed patios and balconies, metal shade screens, and the use of landscape.

#### 3. Landscaping

The Property has been designed such that all sidewalks and street frontages will be lined with canopy trees in large concrete pots for shade alternating and repeating with tall specimen Mexican Fan Palms to soften the scale and height

# DC HEIGHTS

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of the building mass. The Fan Palms will be planted with pedestrian friendly cast-iron tree grates allowing for freedom of pedestrian access to and from the on-street parking. Larger multi-trunk specimen trees will be used at the corners of the buildings to indicate entrances, corners, intersections and to screen potential views into parking courtyards. Specimen trees will be up-lighted to create a visual ambiance and provide additional safety to the users of the site. Various size pots will be clustered along the street frontages and will be planted with small decorative pedestrian scale trees, flowering shrubs, and seasonal annuals.

Decorative benches and matching trash receptacle designs will be integrated with the clustering of potted plants and flowers to provide for a user friendly street-scape.

A modular sidewalk design with integral color and scored concrete highlights integrates the sidewalk pattern with the diagonal parking spaces on the street frontages. Contrasting paver nodes and bands are integrated with decorative concrete light bollards to accent street intersections and crosswalks. The sidewalk materials extend across street intersections and decorative concrete pavers highlight the sidewalk ramps. The exterior and interior courtyards will have green/living wall details to soften outdoor pedestrian spaces. Landscape on the Property will be carried up to the roof and amenity decks as well, with small potted plants/trees.

A water feature is integrated into the main entrance of the east building at the southwest corner. The water feature will be designed with varying heights of black basalt stone columns with a base of weathered round black stone and well-placed clusters of surface grade boulders that will extend into the adjacent sidewalk and paved surfaces. Water will bubble from the top of the basalt columnar stone, trickling over the side of the stone columns into the black round stone base. The basalt stone will be lighted during evening hours for

affect. See Tab F (Site Furniture and Hardscape Elements). Historic murals depicting 1912 Commonwealth Street and Downtown Chandler will line the building along Commonwealth to create a Historic Pedestrian Walk.

#### **4. Building Standards**

Mechanical equipment is fully screened through the use of parapet walls on the building elevations; they are concealed from view as an integral part of the building. See Exhibits of the Building Elevations at **Tab C**.

#### **5. Lighting**

Lighting complements the existing lighting in Downtown Chandler and enhances the general character of the building and streetscape. External lighting will be located and designed to prevent light from being directed off of the property upon which the lighting is located. See Exhibits at **Tab F**.

#### **I. Summary**

The proposed development will provide an essential residential component to the Downtown Chandler Historic Square. This multi-family residential community will provide additional housing opportunities to address the needs of the City and nearby employers. The residential density will allow for greater economic development and a more vibrant city center. Bringing this urban concept will open the door to a new consumer looking for an exciting, thriving community. DC Heights will allow for a greater variety of architectural styles in the surrounding developments areas, while also incorporating a pedestrian oriented theme throughout.

The scale and architectural character will celebrate the growing urbanism of the area, and celebrate the future by transforming the simple materials into an integrated, unique, refined, and comfortable Arizona-styled resort living community.

## **A. AERIAL MAPS**



Untitled Map  
Write a description for your map.

Legend  
Chandler, AZ USA

DC HEIGHTS LLC



DC HEIGHTS URBAN LIVING  
COMMONWEALTH & CALIFORNIA  
CHANDLER, ARIZONA

PRELIMINARY

WHITNEYBELL PERRY INC  
ARCHITECTURE & PLANNING

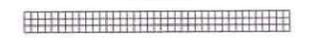


PHOENIX ■ CHANDLER  
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1102 EAST MISSOURI AVENUE  
PHOENIX, ARIZONA 85014-2784  
676 WEST CHANDLER BLVD., SUITE 123  
CHANDLER, ARIZONA 85225-7532

**PRELIMINARY AERIAL**

1226

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13 Jun 2014



CONTEXT AERIAL  
PRELIMINARY



W BUFFALO ST.

DAKOTA ST.

N SAN MARCOS PL.

ARIZONA AVE.

W COMMONWEALTH AVE.

DAKOTA ST.

S CALIFORNIA ST.

W BOSTON ST.

**PRELIMINARY AERIAL PLAN**

SCALE: 1" = 60'-0"



**DC HEIGHTS LLC**  
**GARDNER REAL ESTATE COMPANY**

**DC HEIGHTS URBAN LIVING**  
 COMMONWEALTH & CALIFORNIA CHANDLER, ARIZONA

**PRELIMINARY**

**WHITNEYBELL PERRY INC**  
 ARCHITECTURE & PLANNING



**PHOENIX ■ CHANDLER**  
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1102 EAST MISSOURI AVENUE  
 PHOENIX, ARIZONA 85014-2784  
 676 WEST CHANDLER BLVD., SUITE 123  
 CHANDLER, ARIZONA 85225-7532

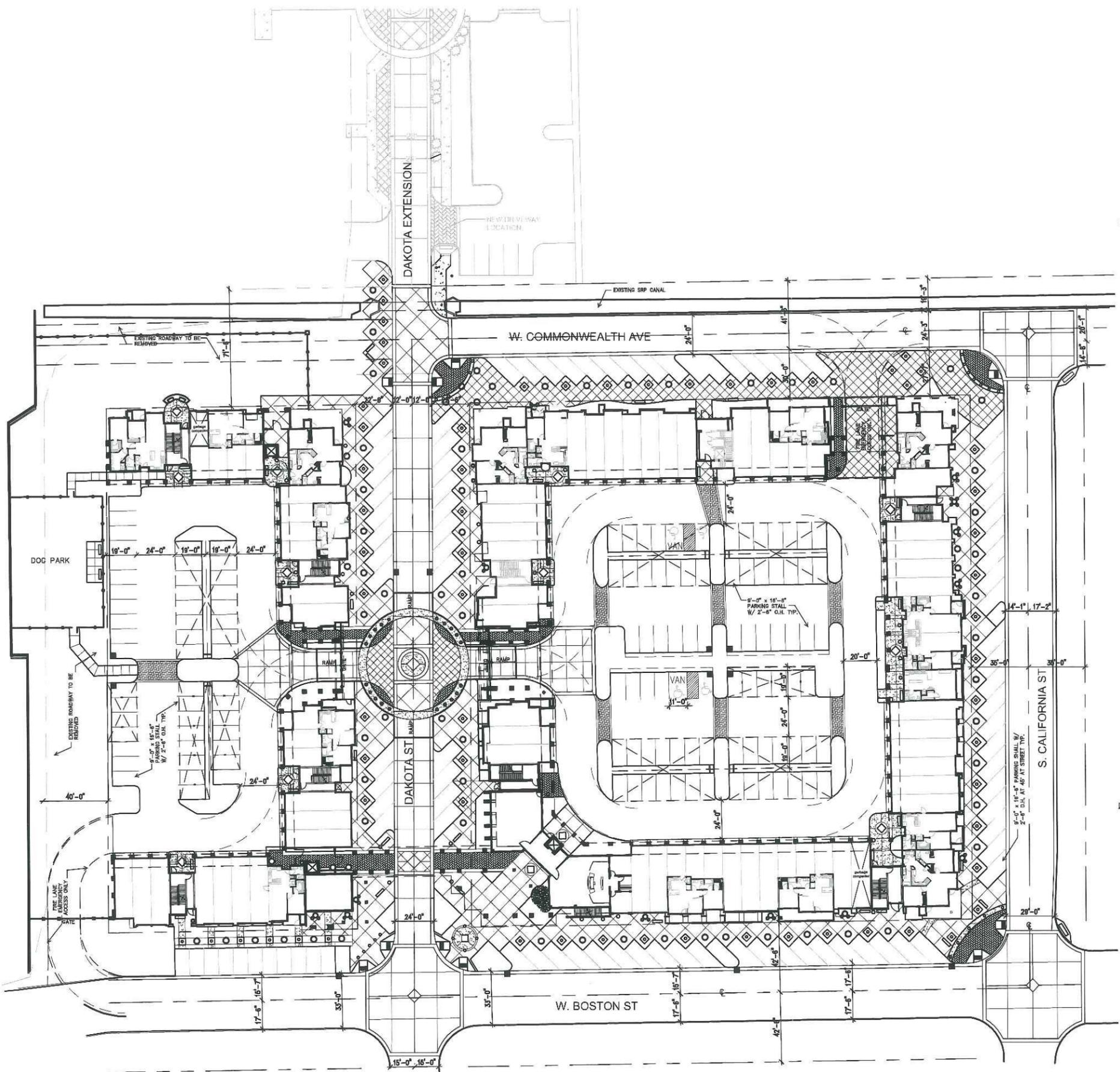
1226

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 15 Apr 2013

**AERIAL MAP  
 PRELIMINARY**

**B. SITE  
DEVELOPMENT &  
LANDSCAPE**

VG



**PRELIMINARY SITE PLAN**

SCALE: 1" = 30'-0"



**DEVELOPER DATA**

**OWNER :**  
 D.C. LAND LLC  
 2425 EAST CAMELBACK ROAD  
 PHOENIX, AZ 85016  
 PH: (602) 361-5555  
 CONTACT: THOMAS GARDNER

**CIVIL :**  
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 PHOENIX, AZ 85014  
 PH: (602) 297-8732  
 FAX: (602) 230-8458  
 CONTACT: DAVID M. SOLTYSIK, P.E.

**ARCHITECTURAL :**

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 575 W. CHANDLER BLVD  
 SUITE 123  
 CHANDLER, AZ 85225  
 PH: (602) 265-1891  
 FAX: (480) 821-0148  
 CONTACT: JAMES MICHAEL PERRY, AIA

**LANDSCAPE :**

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 CHANDLER, AZ 85249  
 PH: (480) 899-5813  
 FAX: (480) 963-3674  
 CONTACT: PHIL RYAN L.A.

**PROJECT DATA**

**DC HEIGHTS EAST**  
 GROSS AREA (TO CENTERLINE): 3.40 ACRES (148,434 S.F.)  
 SITE AREA (NET): 2.26 ACRES (98,814 S.F.)  
 APN NUMBERS:  
 303-08-059 303-08-067  
 303-08-060 303-08-068  
 303-08-061 303-08-068  
 303-08-062 303-08-070  
 303-08-063 303-08-071  
 303-08-064  
 303-08-065  
 303-08-066

**CURRENT ZONING:** MULTIPLE-FAMILY RESIDENTIAL DISTRICT (MF-2)  
**PROPOSED USES:** PAD - MULTI-FAMILY  
**BUILDING HEIGHT ALLOWED (AT OCCUPIABLE SPACES):** N/A  
**PROVIDED :** /6'-0" + ARCHITECTURAL ELEMENTS  
**UNIT TYPE # OF UNITS**  
 STUDIO UNIT 11 UNITS  
 1 BEDROOM UNIT 53 UNITS  
 2 BEDROOM UNIT 41 UNITS  
**TOTAL 105 UNITS**

**DENSITY (NET) PROVIDED:** 105 UNITS/2.26 ACRES = 46.5 D.U./ACRE  
**REQUIRED PARKING:**  

UNIT TYPE	# UNITS	SPACES REQ'D	
STUDIO UNITS	11	x 1	= 11 P.S.
1 BEDROOM UNITS	53	x 1.5	= 79.5 P.S.
2 BEDROOM UNITS	41	x 2	= 82 P.S.
<b>MINIMUM</b>			<b>173 P.S.</b>

**PROVIDED:**  
 SURFACE: 80 P.S.  
 GARAGE: 44 P.S.  
 TANDEM: 35 P.S.  
 STREET: (TOTAL 69 P.S. - 25% DC HEIGHTS VISITORS) 17 P.S.  
**TOTAL PARKING SPACES (ON SITE): 159 P.S.**  
**TOTAL PARKING SPACES: 176 P.S.**

**DC HEIGHTS WEST**  
 GROSS AREA (TO CENTERLINE): 1.82 ACRES (83,856 S.F.)  
 SITE AREA (NET): 1.13 ACRES (49,266 S.F.)  
 APN NUMBERS:  
 303-08-053 303-08-056  
 303-08-054 303-08-057A  
 303-08-055 303-08-058

**CURRENT ZONING:** MULTIPLE-FAMILY RESIDENTIAL DISTRICT (MF-2)  
**PROPOSED USES:** PAD - MULTI-FAMILY  
**BUILDING HEIGHT ALLOWED (AT OCCUPIABLE SPACES):** N/A  
**PROVIDED :** 65'-0" + ARCHITECTURAL ELEMENTS  
**UNIT TYPE # OF UNITS**  
 STUDIO UNIT 4 UNITS  
 1 BEDROOM UNIT 30 UNITS  
 2 BEDROOM UNIT 19 UNITS  
**TOTAL 53 UNITS**

**DENSITY (NET) PROVIDED:** 53 UNITS/1.13 ACRES = 46.9 D.U./ACRE  
**REQUIRED PARKING:**  

UNIT TYPE	# UNITS	SPACES REQ'D	
STUDIO UNITS	4	x 1	= 4 P.S.
1 BEDROOM UNITS	30	x 1.5	= 46 P.S.
2 BEDROOM UNITS	19	x 2	= 38 P.S.
<b>MINIMUM REQUIRED:</b>			<b>87 P.S.</b>

**PROVIDED:**  
 SURFACE: 48 P.S.  
 GARAGE: 23 P.S.  
 TANDEM: 13 P.S.  
 STREET: (TOTAL 21 P.S. - 25% DC HEIGHTS VISITORS) 5 P.S.  
**TOTAL PARKING SPACES (ON SITE): 84 P.S.**  
**TOTAL PARKING SPACES: 89 P.S.**

**DC HEIGHTS OVERALL**  
 GROSS AREA (TO CENTERLINE): 5.32 ACRES (232,093 S.F.)  
 SITE AREA (NET): 3.39 ACRES (147,870 S.F.)  
**CURRENT ZONING:** MULTIPLE-FAMILY RESIDENTIAL DISTRICT (MF-2)  
**PROPOSED USES:** PAD - MULTI-FAMILY  
**BUILDING HEIGHT ALLOWED (AT OCCUPIABLE SPACES):** N/A  
**PROVIDED :** 56'-0" + ARCHITECTURAL ELEMENTS

**UNIT TYPE # OF UNITS**  
 STUDIO UNIT 15 UNITS  
 1 BEDROOM UNIT 83 UNITS  
 2 BEDROOM UNIT 60 UNITS  
**TOTAL 158 UNITS**

**DENSITY PROVIDED (GROSS):** 158 UNITS/5.32 ACRES = 29.7 D.U./ACRE  
**(NET):** 158 UNITS/3.39 ACRES = 46.6 D.U./ACRE

**REQUIRED PARKING:**  

UNIT TYPE	# UNITS	SPACES REQ'D	
STUDIO UNITS	15	x 1	= 15 P.S.
1 BEDROOM UNITS	83	x 1.5	= 125 P.S.
2 BEDROOM UNITS	60	x 2	= 120 P.S.
<b>MINIMUM</b>			<b>260 P.S.</b>

**PROVIDED:**  
 SURFACE: 128 P.S.  
 GARAGE: 67 P.S.  
 TANDEM: 48 P.S.  
 STREET: (TOTAL 90 P.S. - 25% DC HEIGHTS VISITORS) 22 P.S.  
**TOTAL PARKING SPACES (ON SITE): 243 P.S.**  
**TOTAL PARKING SPACES: 265 P.S.**

DC HEIGHTS LLC

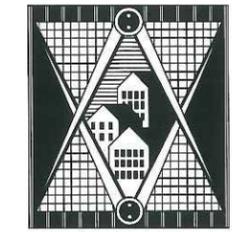


DC HEIGHTS URBAN LIVING

BOSTON & DAKOTA CHANDLER, ARIZONA

**PRELIMINARY**

WHITNEYBELL PERRY INC  
 ARCHITECTURE & PLANNING



PHOENIX = CHANDLER  
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 678 WEST CHANDLER BLVD., SUITE 123  
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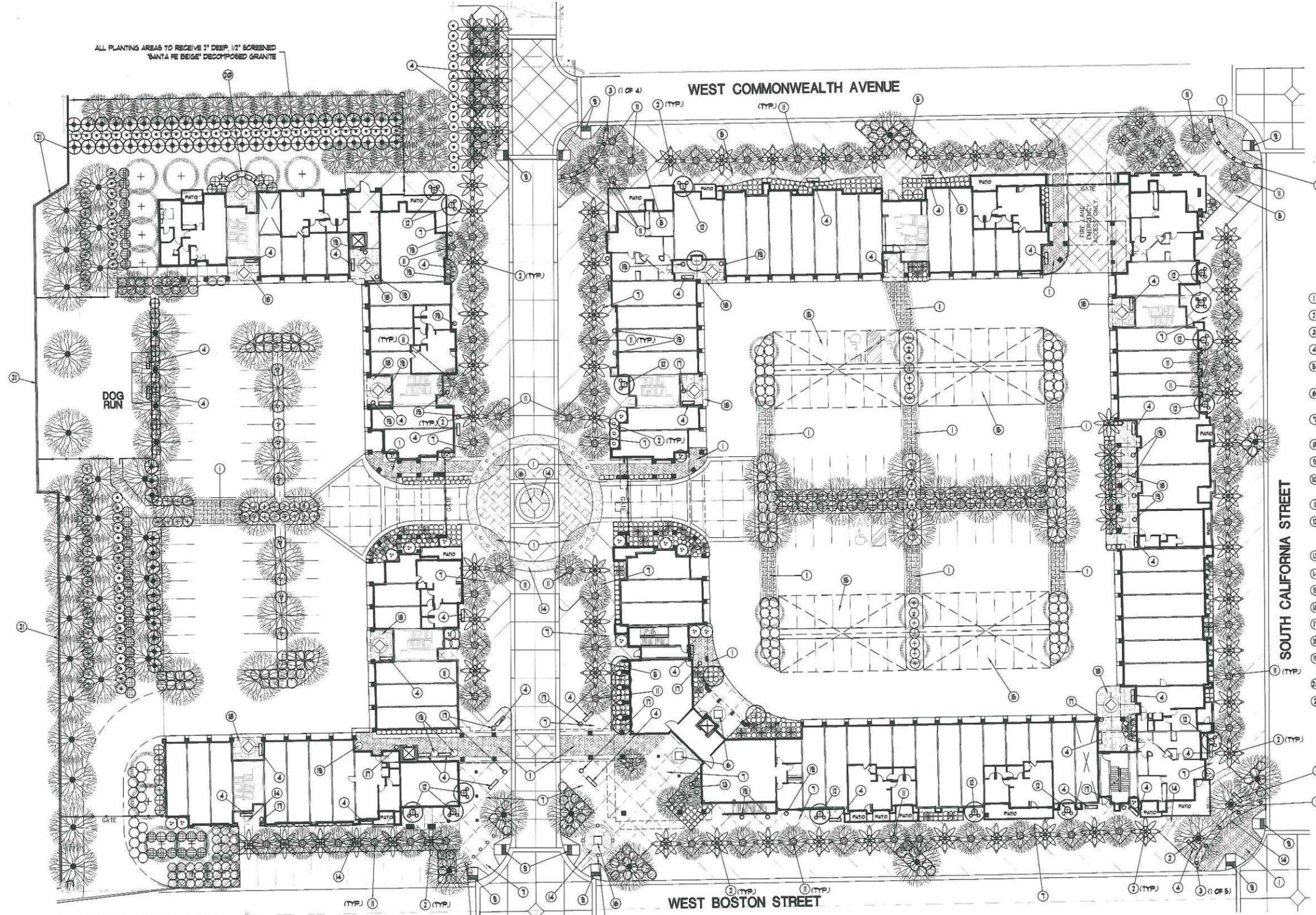
**SITE PLAN PRELIMINARY**



Contractor must verify all dimensions at project before proceeding with this work. Do not reproduce these drawings and specifications without the expressed written permission of the architect. The drawings and specifications are for information only and shall remain the property of the architect. No part of these drawings or specifications shall be used for any other project, for addition to this project, or for completion of the project by others except by the expressed written permission of the architect.

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 Chandler, Arizona 85225  
 (480) 959-5813 fax (480) 959-3674



**PLAN KEY NOTES:**

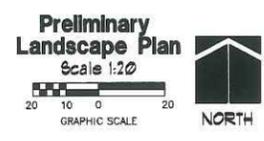
- 1 DECORATIVE PAVERS
- 2 4' SQ. CAST-IRON TREE GRATE
- 3 18" CONCRETE LIGHT BOLLARD
- 4 6' URBANSCAPE BENCH
- 5 INTEGRAL COLOR CONCRETE (TYPE 1) (1" DEEP SCORING & 4-1/2" O.C. EA. WAY - SALT PIT FINISH)
- 6 GLASS BLOCK TO ALLOW LIGHTING FROM RESTAURANT BELOW TO SURFACE
- 7 INTEGRAL COLOR CONCRETE (TYPE 2) (1" DEEP SCORING & 9" O.C. EA. WAY - LIGHT BROOM FINISH)
- 8 12" WIDE CHARCOAL/BLACK PEBBLE CONCRETE BAND
- 9 SIDEWALK RAMP
- 10 CAST-IN-PLACE INTEGRAL COLOR CONCRETE BENCH (TYPE 1)
- 11 3" DIA. CONCRETE POT W/ SPECIMEN SHADE TREE
- 12 CONCRETE POT CLUSTER W/ SPECIMEN ORNAMENTAL TREE IN 36" DIA. POT AND SEASONAL ANNUALS IN (2) 18" DIA. LOW BOWL POTS
- 13 BLACK BASALT WATER FEATURE
- 14 INTEGRAL COLOR EXPOSED AGGREGATE FINISH CONCRETE
- 15 COVERED PARKING
- 16 INTEGRAL COLOR CONCRETE (TYPE 3) (TROUPEL FINISH)
- 17 URBANSCAPE TRASH RECEPTACLE
- 18 INTEGRAL COLOR CONCRETE (TYPE 1) (SALT PIT FINISH)
- 19 2" DIA. CONCRETE POT W/ SPECIMEN ACCENT PLANT AND SEASONAL ANNUALS
- 20 GAS B-B-Q IN MAS. WALL
- 21 6" HIGH CMU WALL

**DC HEIGHTS LLC**  
**GARDNER**  
 REAL ESTATE  
 COMPANY

**DC HEIGHTS**  
 URBAN LIVING  
 COMMONWEALTH & CALIFORNIA  
 CHANDLER, ARIZONA

**PLANT SCHEDULE:**

	<b>TREES:</b>			<b>SHRUBS / VINES:</b>			<b>GROUNDCOVERS:</b>	
	WASHINGTONIA ROBUSTA	30" TRUNK SKINNED TRUNKS		LEUCOPHYLLUM LANGMANIAE	5 GALLON FULL PAST CAN		LANTANA VARIETIES	1 GALLON FULL PAST CAN
	MEXICAN FAN PALM			RIO BRAVO SAGE	5 GALLON FULL PAST CAN		DWARF LANTANA VARIETIES	1 GALLON FULL PAST CAN
	ULMUS PARVIFOLIA	24" BOX MIN. STANDARD		RUELLIA FENESTRARIIS	5 GALLON FULL PAST CAN		RUELLIA BRITTONIANA 'KATIE'	1 GALLON FULL PAST CAN
	EVERGREEN ELM			SONORAN DESERT RUELLIA	5 GALLON FULL PAST CAN		KATY RUELLIA	1 GALLON FULL PAST CAN
	QUERCUS VIRGINIANA	36" BOX MIN. MATCHING STANDARD		RUELLIA BRITTONIANA CALIFORNICA	5 GALLON FULL PAST CAN		ACACIA REDOLENS 'DC'	1 GALLON FULL PAST CAN
	SOUTHERN LIVE OAK			RUELLIA	5 GALLON FULL PAST CAN		DESERT CARPET REDOLENS	1 GALLON FULL PAST CAN
	AGACIA MILGA	24" BOX MIN. STANDARD		NERIUM OLEANDER 'DP'	5 GALLON FULL PAST CAN		PHOENIX ROSEBELLINI	5 GALLON 3-4 TRUNK
	MULGA ACACIA			DWARF PINK OLEANDER	5 GALLON FULL PAST CAN		FIGHTY DATE PALM	
	CHITALPA TASHKENSIS	24" BOX MIN. STANDARD		CALLISTEMON VINALIS 'LITTLE JOHN'	5 GALLON FULL PAST CAN			
	CHITALPA			LITTLE JOHN BOTTLE BRUSH	5 GALLON FULL PAST CAN			
	PISTACHIA LENTISCUS	24" BOX MIN. MATCHING TREE		BOUGANVILLEA 'LA JOLLA'	5 GALLON FULL PAST CAN			
	MASTIC TREE			RED BUSH BOUGANVILLEA	5 GALLON FULL PAST CAN			
	CASUALPINA MEXICANA	5 GALLON MIN. TREE POTTY		FLUMBAGO SCANDENS	5 GALLON FULL PAST CAN			
	YELLOW MEXICAN BIRD OF PARADISE			WHITE FLUMBAGO	5 GALLON FULL PAST CAN			
				TECOPA STANS V. STANS	5 GALLON FULL PAST CAN			
				YELLOW BELLS	5 GALLON FULL PAST CAN			
				BOUGANVILLEA 'SAN DIEGO RED'	5 GALLON FULL PAST CAN			
				RED VINE BOUGANVILLEA	5 GALLON FULL PAST CAN			



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**LANDSCAPE PLAN**  
 PRELIMINARY

**C. BUILDING  
ARCHITECTURE &  
AMENITIES**

**COLOR SCHEDULE**

COLOR SCHEME #1

- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE171)
- B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE200)
- C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE379)
- D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
- E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
- F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5517)
- G STACKED BRICK VENEER  
ENDICOTT ROSE BLIND

**DC HEIGHTS LLC**

**GARDNER  
REAL ESTATE  
COMPANY**



**PRELIMINARY ELEVATION**

BOSTON SCALE 1/16" = 1'-0"

**DC HEIGHTS  
URBAN LIVING**

BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

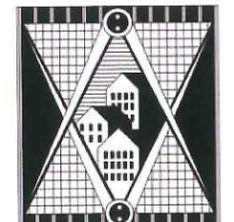
**PRELIMINARY**



**PRELIMINARY ELEVATION**

CALIFORNIA SCALE 1/16" = 1'-0"

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**ELEVATION  
PRELIMINARY**

**COLOR SCHEDULE**

- COLOR SCHEME #
- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
  - B ACCENT BODY COLOR  
DUNN EDWARDS HANNOYEN (DE8200)
  - C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE8379)
  - D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW360)
  - E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
  - F ACCENT 2  
1: DUNN EDWARDS BONTIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5617)
  - G STACKED BRICK VENEER  
ENIGCOTT ROSE BLEND

**DC HEIGHTS LLC**



**PRELIMINARY ELEVATION**

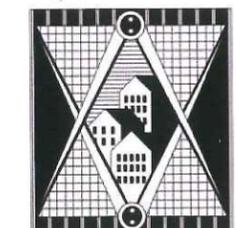
COMMONWEALTH SCALE: 1/16" = 1'-0"

**DC HEIGHTS URBAN LIVING**

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**ELEVATION PRELIMINARY**



**PRELIMINARY ELEVATION**

WEST DAKOTA SCALE: 1/16" = 1'-0"



**PRELIMINARY ELEVATION**

ESSEX SCALE: 1/16" = 1'-0" 0 16 32

**DC HEIGHTS LLC**



**COLOR SCHEDULE**

- COLOR SCHEME #1
- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
  - B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE8200)
  - C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE8379)
  - D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
  - E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
  - F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOOK (DEA121)  
4: FLUORESCENT LIME (DE5817)
  - G STACKED BRICK VENEER  
ENDICOTT ROSE BLEND

**DC HEIGHTS URBAN LIVING**

BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

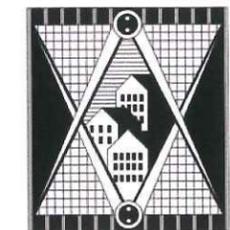
**PRELIMINARY**



**PRELIMINARY ELEVATION**

WEST COURTYARD SCALE: 1/16" = 1'-0" 0 16 32

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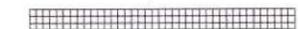
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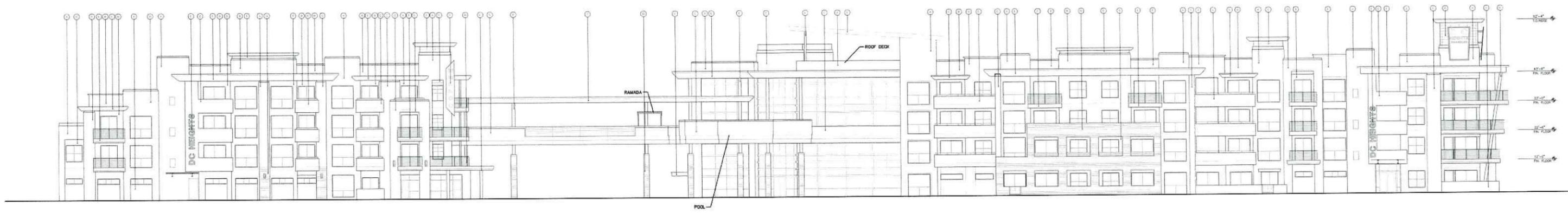
**ELEVATION  
PRELIMINARY**

**COLOR SCHEDULE**

COLOR SCHEME #

- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE1171)
- B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE2200)
- C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE3379)
- D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
- E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
- F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5517)
- G STACKED BRICK VENEER  
ENDICOTT ROSE BLEND

DC HEIGHTS LLC



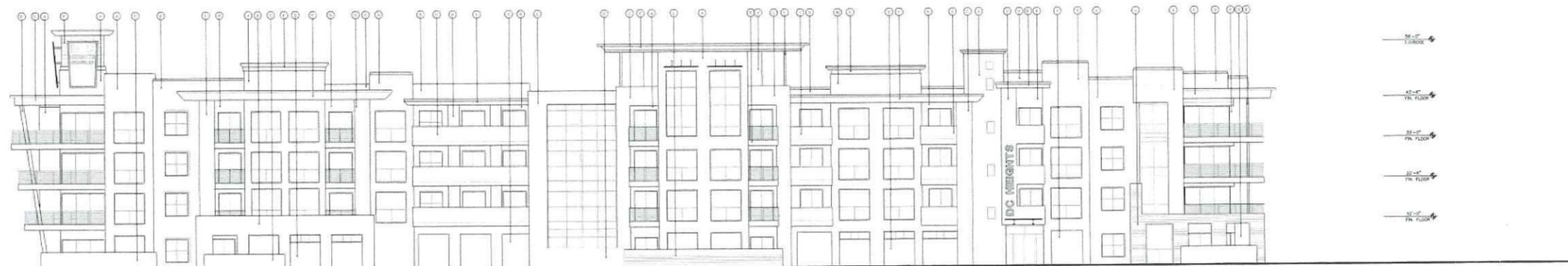
**PRELIMINARY ELEVATION**

BOSTON SCALE 1/16" = 1'-0"

DC HEIGHTS URBAN LIVING

BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

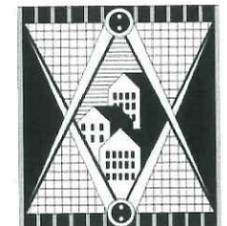
**PRELIMINARY**



**PRELIMINARY ELEVATION**

CALIFORNIA SCALE 1/16" = 1'-0"

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**ELEVATION  
PRELIMINARY**

**COLOR SCHEDULE**

COLOR SCHEME #1

- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
- B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE6200)
- C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE6379)
- D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
- E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
- F ACCENT 2  
1: DUNN EDWARDS ROYAL FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5917)
- G STACKED BRICK VENEER  
ENDICOTT ROSE BLEND

**DC HEIGHTS LLC**

**GARDNER  
REAL ESTATE  
COMPANY**



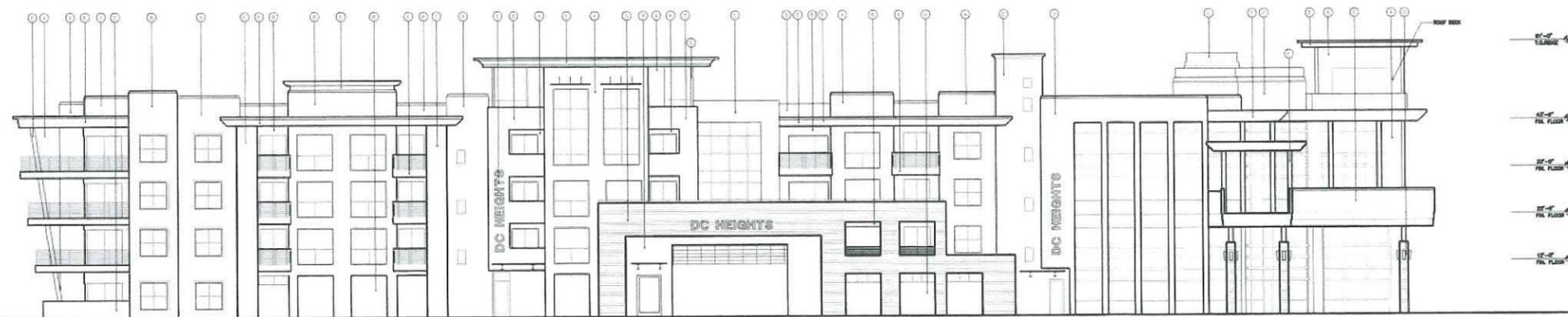
**PRELIMINARY ELEVATION**

COMMONWEALTH SCALE 1/16" = 1'-0"

**DC HEIGHTS  
URBAN LIVING**

BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

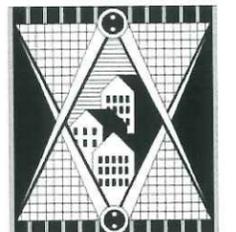
**PRELIMINARY**



**PRELIMINARY ELEVATION**

WEST DAKOTA SCALE 1/16" = 1'-0"

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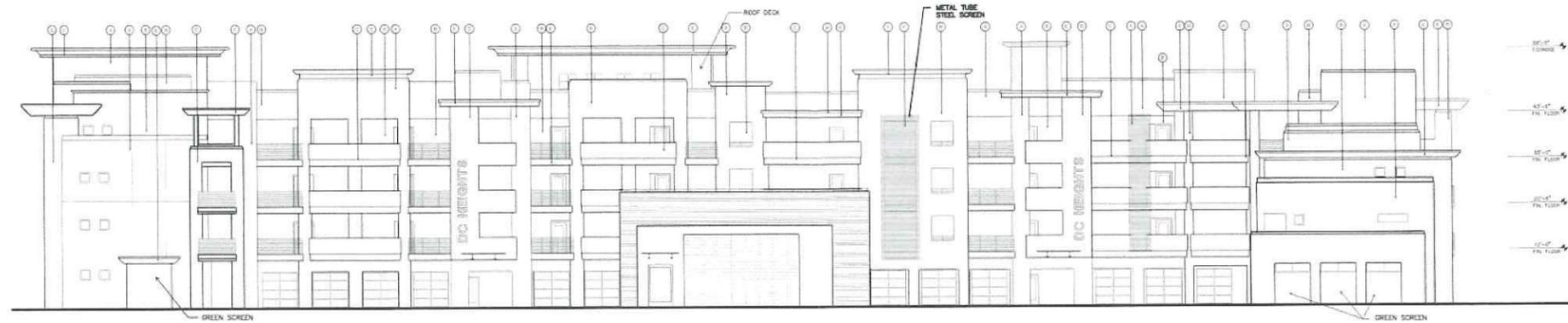
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**ELEVATION  
PRELIMINARY**



**PRELIMINARY ELEVATION**  
ESSEX  
SCALE: 1/16" = 1'-0"

**COLOR SCHEDULE**

- COLOR SCHEME #1
- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
  - B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE6200)
  - C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE6379)
  - D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW080)
  - E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
  - F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE3517)
  - G STACKED BRICK VENEER  
ENIGMOTT ROSE BLEND

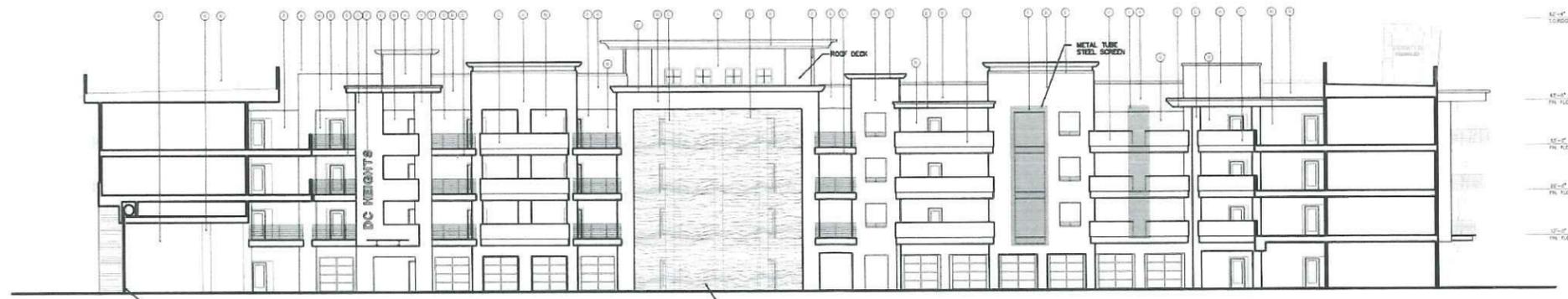
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CORPORATION

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URBAN LIVING

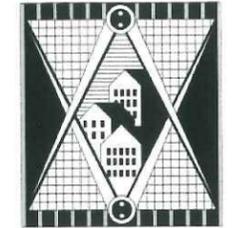
BOSTON ST & DAKOTA ST  
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PRELIMINARY



**PRELIMINARY ELEVATION**  
WEST COURTYARD  
SCALE: 1/16" = 1'-0"

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Contractor must verify all dimensions at project before proceeding with this work. Do not assume these drawings are specifications without the approval of the architect. The drawings and specifications are instruments of service and shall remain the property of the architect. Whether the project is or is not, they are made to be used as a guide, in any other project, for addition to this project, or for completion of this project by others, without the approval of the architect is prohibited.

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**phillip r. ryan**  
 landscape architect p.c.  
 landscape architecture & planning  
 575 w. chandler blvd., suite 229  
 chandler, arizona 85225  
 (480) 959-5813 fax (480) 963-3674

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**GARDNER**  
 REAL ESTATE  
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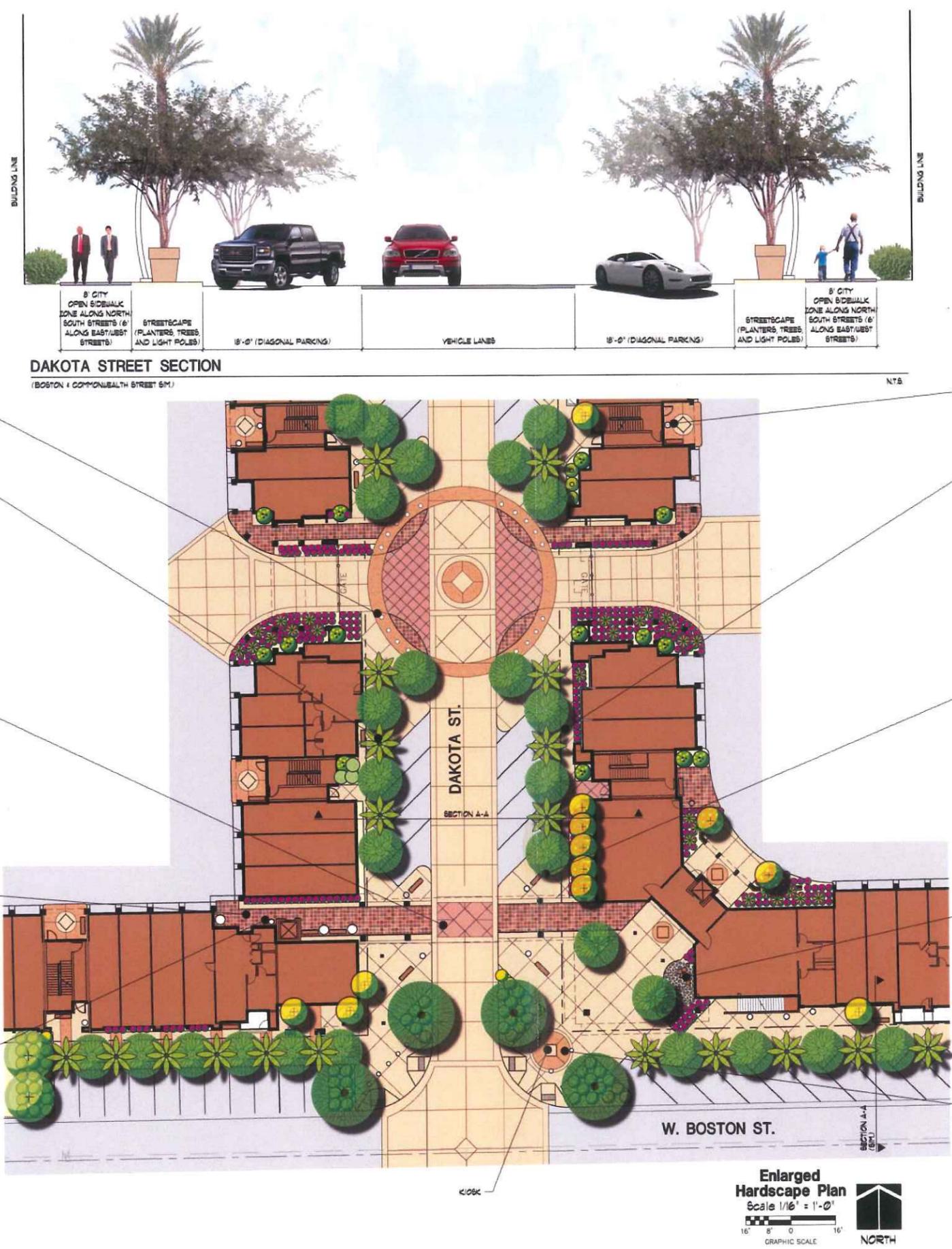
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 480.765.1891 F 602.230.8418

1702 EAST MISSOURI AVENUE  
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**L-2**  
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**LANDSCAPE PLAN**  
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**Enlarged**  
**Hardscape Plan**  
 Scale 1/16" = 1'-0"  
 GRAPHIC SCALE





**PRELIMINARY POOL DECK**  
3RD FLOOR SCALE: 1/16" = 1'-0"



CONCEPT IMAGE - RAMADA



CONCEPT IMAGE - DAYBED



CONCEPT IMAGE - CHASIE

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**CLUBHOUSE**  
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CONCEPT IMAGES - GREEN WALL

CONCEPT IMAGES - ROOF DECK & FIRE FEATURE



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PRELIMINARY ROOF DECK

SCALE: 1/16" = 1'-0"



VIEW FROM SWC BOSTON AND DAKOTA



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VIEW FROM NEC OF CALIFORNIA AND COMMONWEALTH

**COLOR SCHEDULE**

- COLOR SCHEME #
- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
  - B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE8200)
  - C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE8378)
  - D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
  - E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
  - F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5917)
  - G STACKED BRICK VENEER  
ENIGMATIC ROSE BLEND



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**PRELIMINARY ELEVATION**

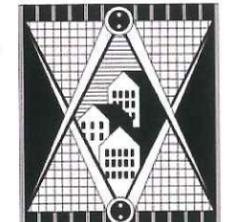
BOSTON SCALE: 1/16" = 1'-0"

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BOSTON ST & DAKOTA ST  
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**PRELIMINARY ELEVATION**

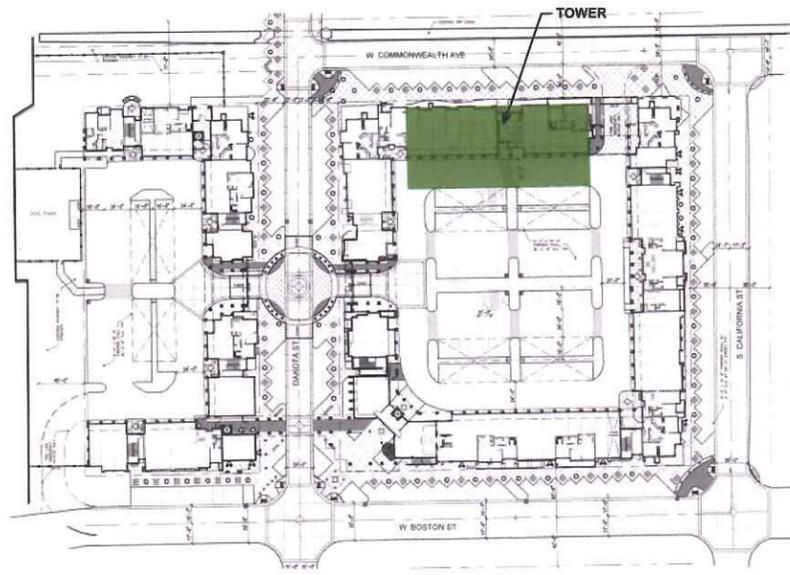
CALIFORNIA SCALE: 1/16" = 1'-0"

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**ELEVATION PRELIMINARY**

**ALTERNATE TOWER OPTION**



CONCEPTUAL SITE PLAN



PRELIMINARY ELEVATION

CALIFORNIA SCALE: 1/8" = 1'-0"

DC HEIGHTS LLC

GARDNER REAL ESTATE COMPANY



CONCEPTUAL VIEW FROM BOSTON & CALIFORNIA

DC HEIGHTS URBAN LIVING  
BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

PRELIMINARY



CONCEPTUAL VIEW FROM BOSTON & DAKOTA



PRELIMINARY ELEVATION

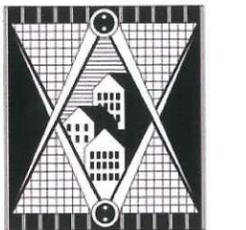
BOSTON SCALE: 1/8" = 1'-0"

ALTERNATE TOWER OPTION

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**PRELIMINARY LINE OF SIGHT DIAGRAM TOWER OPTION**

BOSTON

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 CHANDLER, ARIZONA

**PRELIMINARY**

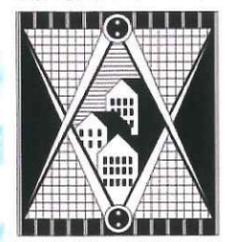


**PRELIMINARY LINE OF SIGHT DIAGRAM TOWER OPTION**

BOSTON

**ALTERNATE TOWER OPTION**

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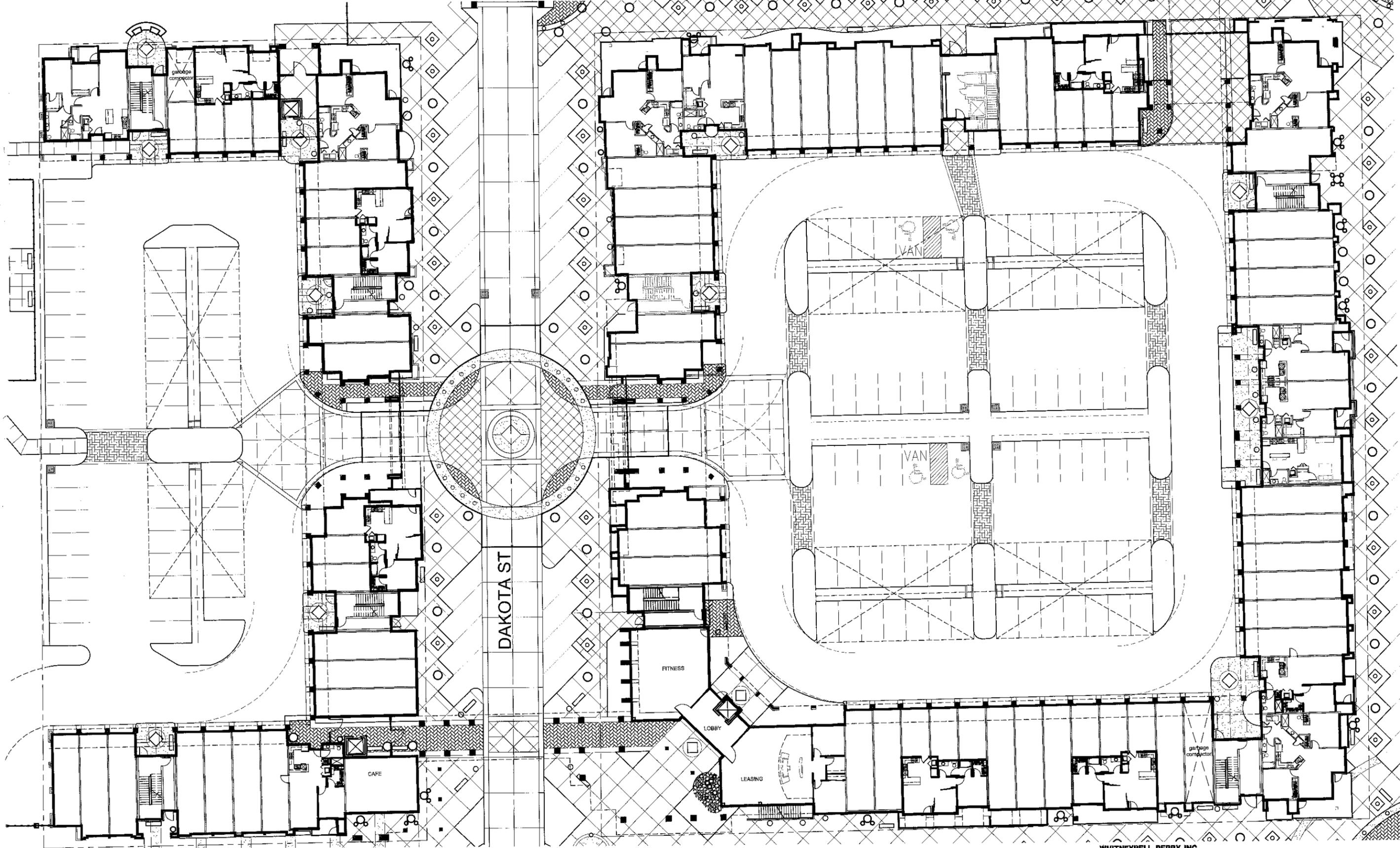
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**ELEVATION PRELIMINARY**

**D. BUILDING &  
UNIT PLANS**



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CHANDLER, ARIZONA

**DC HEIGHTS LLC**  
**GARDNER**  
REAL ESTATE  
COMPANY

**PRELIMINARY FIRST FLOOR PLAN**

SCALE: 1/16" = 1'-0"



**PRELIMINARY**

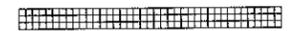
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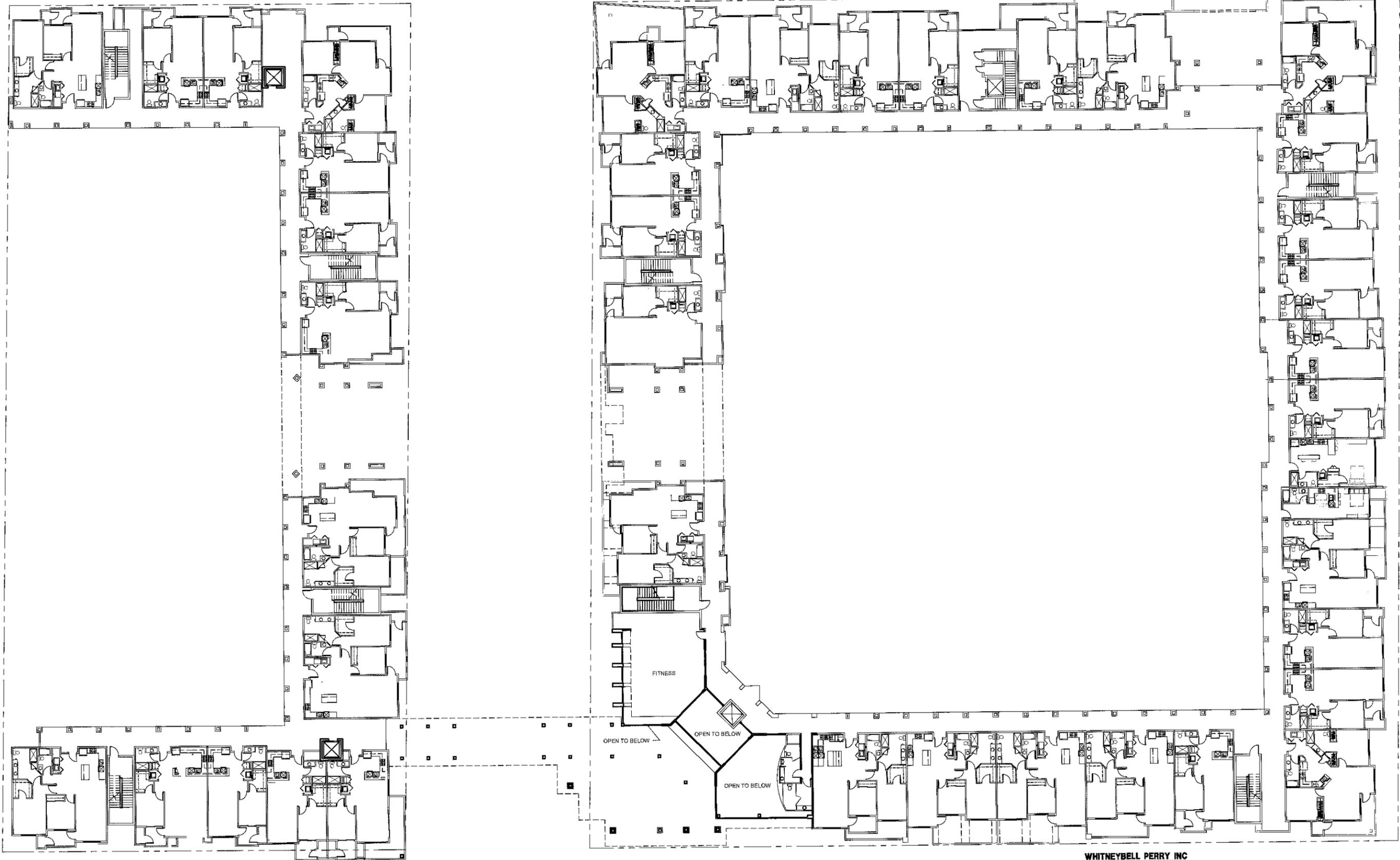
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**FIRST FLOOR  
PRELIMINARY**



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**PRELIMINARY SECOND FLOOR PLAN**

SCALE: 1/16" = 1'-0"



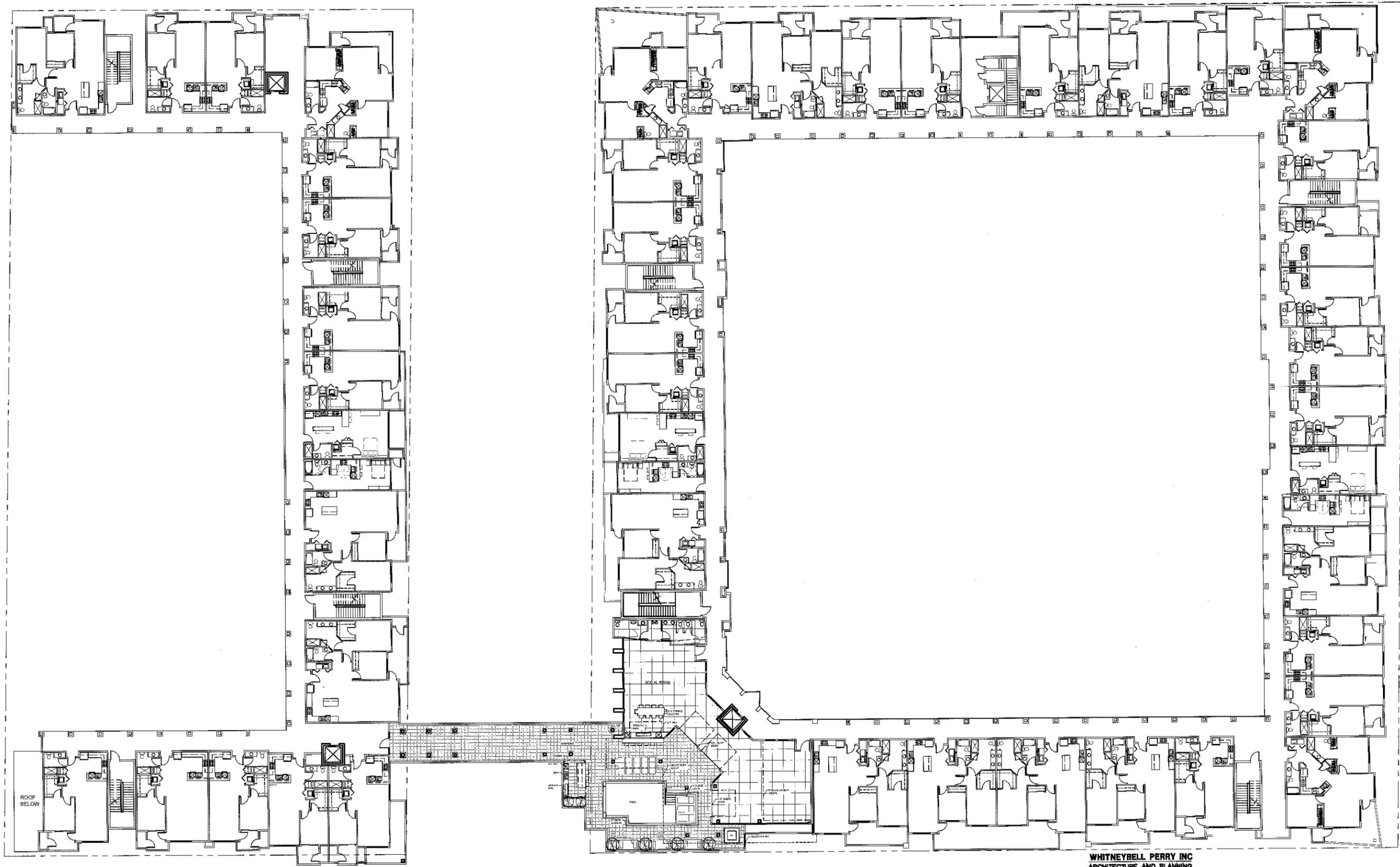
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**SECOND FLOOR  
PRELIMINARY**



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**PRELIMINARY THIRD FLOOR PLAN**

SCALE: 1/16" = 1'-0"



**PRELIMINARY**

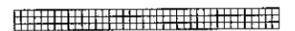
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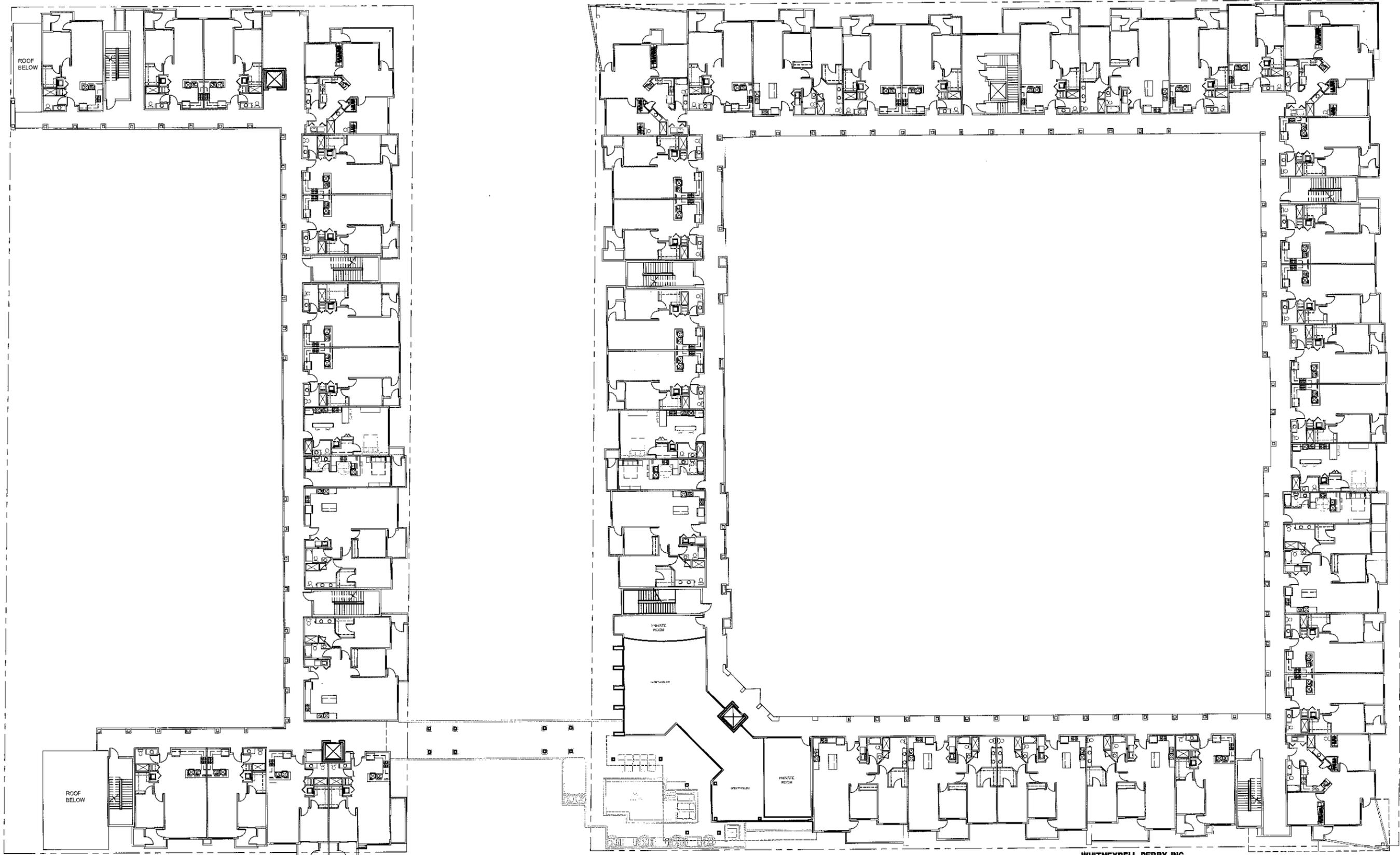
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**THIRD FLOOR  
PRELIMINARY**



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**PRELIMINARY FOURTH FLOOR PLAN**

SCALE: 1/16" = 1'-0"



**PRELIMINARY**

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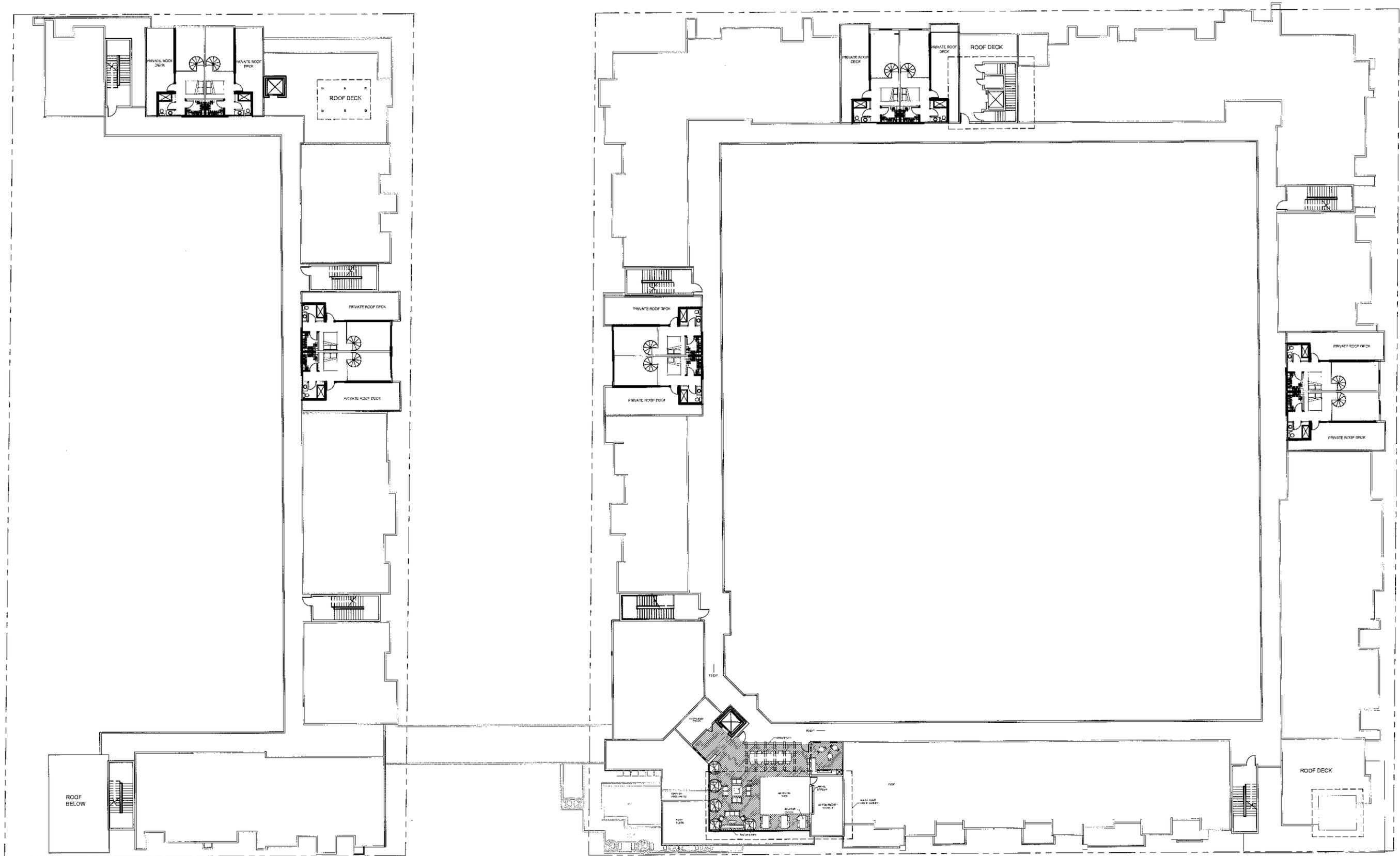


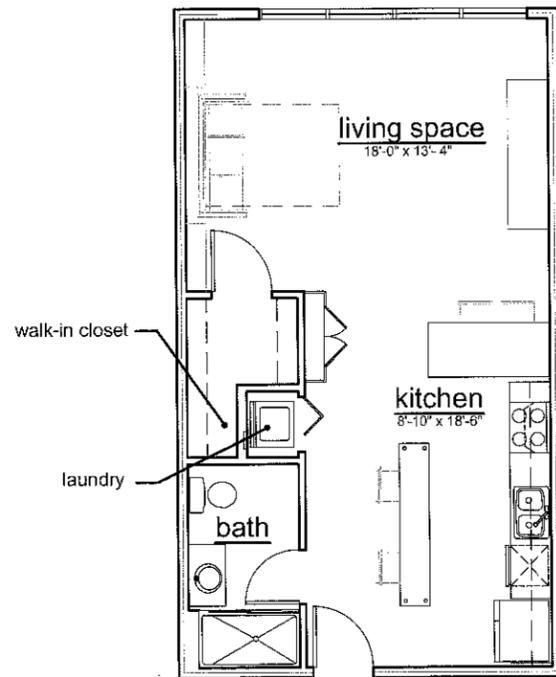
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**FOURTH FLOOR  
PRELIMINARY**

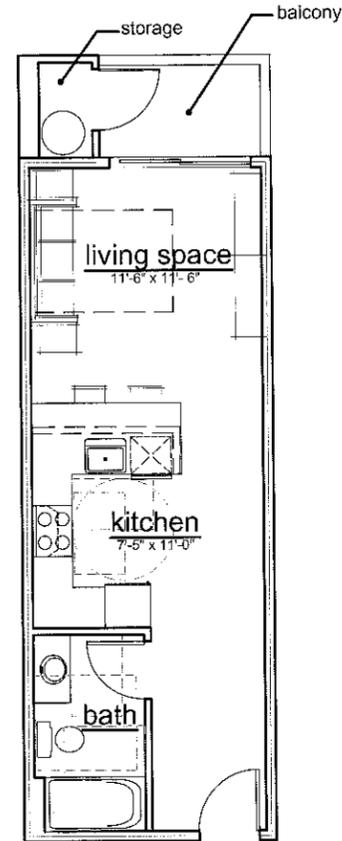




**PRELIMINARY UNIT PLAN S1**

SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA	±609.7 SQ. FT.	GROSS LIVABLE AREA	±609.7 SQ. FT.
PATIO/BALCONY	±00 SQ. FT.	NET RENTABLE	±576 SQ. FT.
TOTAL	±609.7 SQ. FT.		



**PRELIMINARY UNIT PLAN S2**

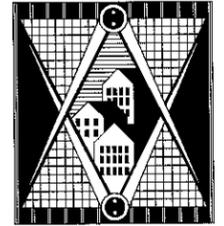
SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA	381 SQ. FT.	GROSS LIVABLE AREA	381 SQ. FT.
STORAGE	17 SQ. FT.	NET RENTABLE	352 SQ. FT.
PATIO/BALCONY	43 SQ. FT.		
TOTAL	441 SQ. FT.		



**PRELIMINARY**

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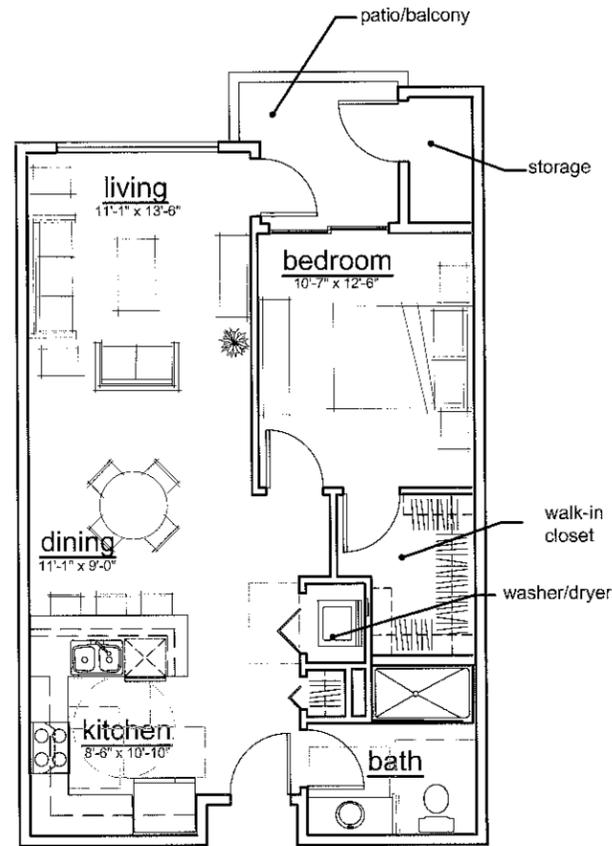
1102 EAST MISSOURI AVENUE  
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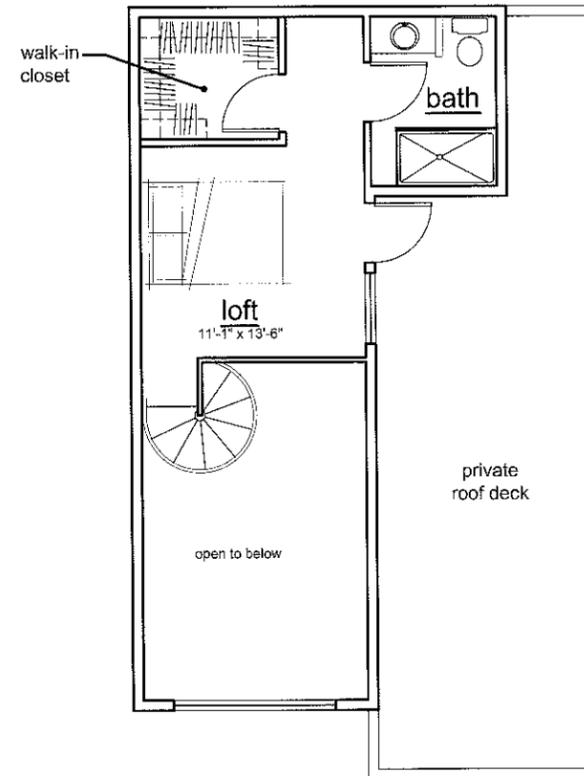
**UNIT PLANS  
PRELIMINARY**



**PRELIMINARY UNIT PLAN A1**

SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA	±728.7 SQ. FT.	GROSS LIVABLE AREA	±728.7 SQ. FT.
STORAGE	±26 SQ. FT.	NET RENTABLE	±687 SQ. FT.
PATIO/BALCONY	±64 SQ. FT.		
TOTAL	±818.7 SQ. FT.		



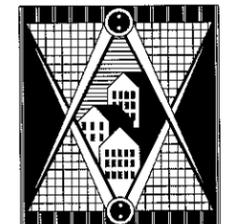
**PRELIMINARY UNIT PLAN A1 LOFT**

SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA	±276.3 SQ. FT.	GROSS LIVABLE AREA	±276.3 SQ. FT.
STORAGE	0 SQ. FT.	NET RENTABLE	±246.4 SQ. FT.
ROOF DECK	±362 SQ. FT.		
TOTAL	±637.3 SQ. FT.		

**PRELIMINARY**

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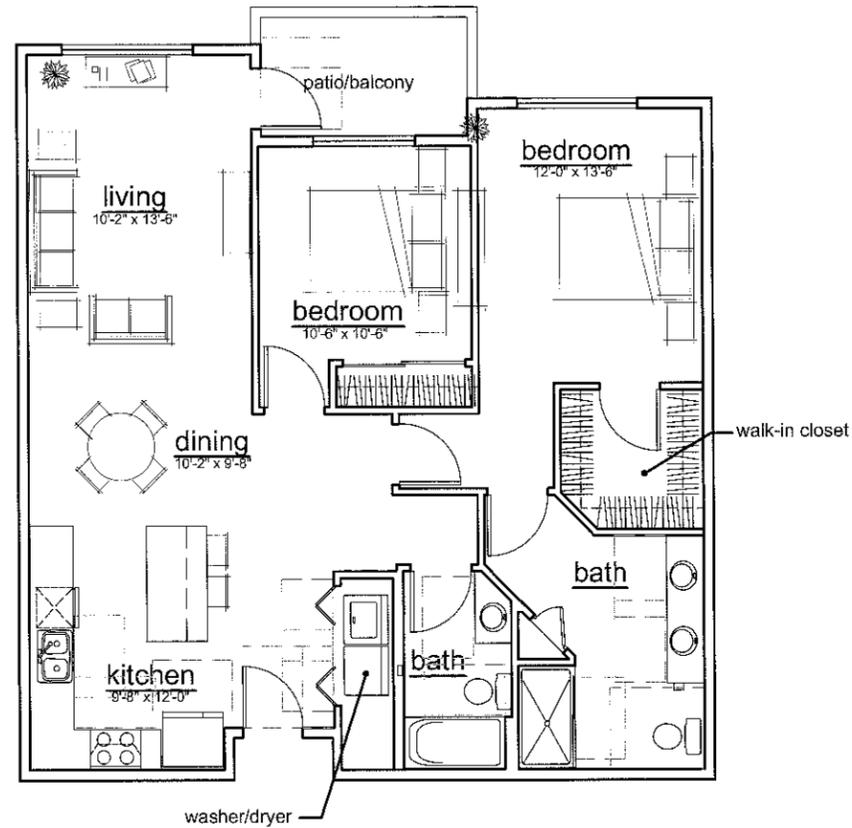
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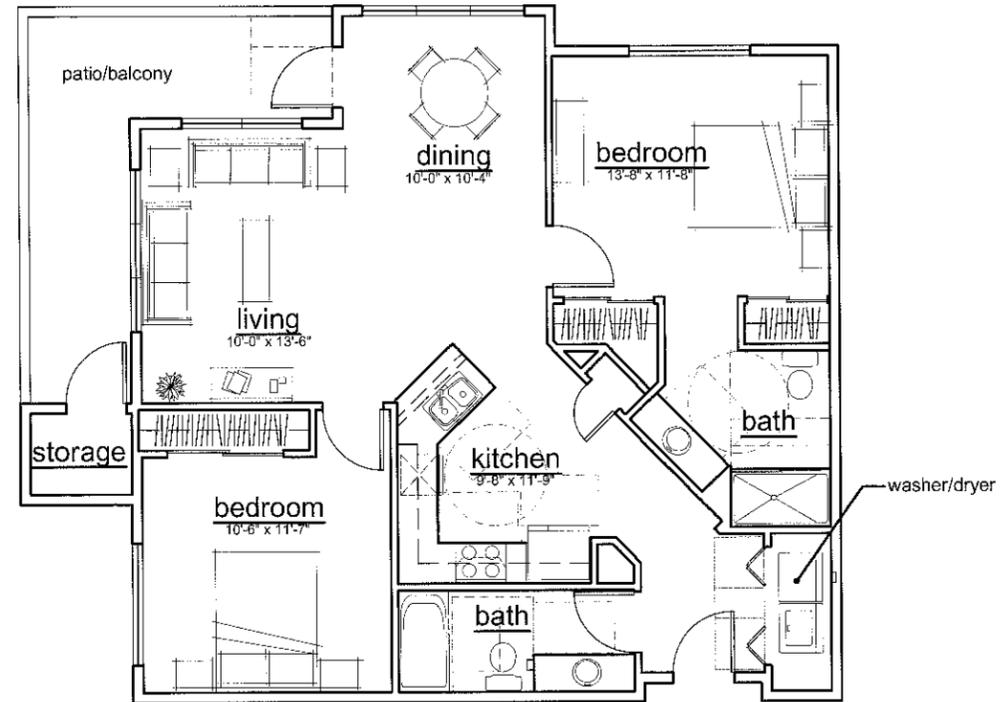
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UNIT PLANS  
 PRELIMINARY



**PRELIMINARY UNIT PLAN B1**

GROSS LIVABLE AREA	±1,139 SQ. FT.	GROSS LIVABLE AREA	±1,139 SQ. FT.
STORAGE	0 SQ. FT.	NET RENTABLE	±1,083 SQ. FT.
PATIO/BALCONY	±68 SQ. FT.		
TOTAL	±1,207 SQ. FT.		

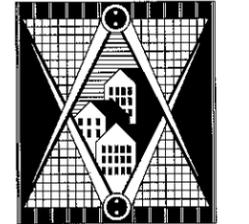


**PRELIMINARY UNIT PLAN B2**

GROSS LIVABLE AREA	±1,126.1 SQ. FT.	GROSS LIVABLE AREA	±1,126.1 SQ. FT.
STORAGE	±35 SQ. FT.	NET RENTABLE	±1,022.9 SQ. FT.
PATIO/BALCONY	±162 SQ. FT.		
TOTAL	±1,323.1 SQ. FT.		

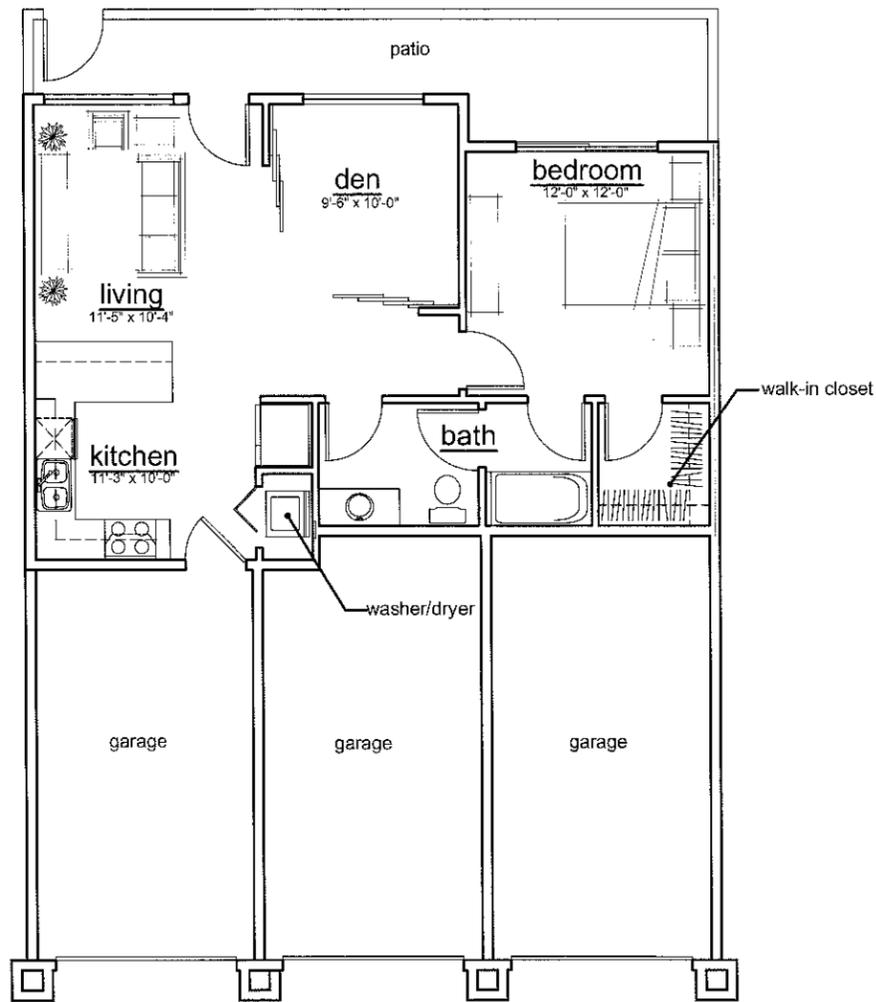
\*SEE SITE PLAN FOR PATIO VARIATIONS.

**PRELIMINARY**



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**PRELIMINARY UNIT PLAN B3**

SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA ±725.3 SQ. FT.  
 PATIO/BALCONY ±65 SQ. FT.  
 TOTAL ±790.3 SQ. FT.

GROSS LIVABLE AREA ±725.3 SQ. FT.  
 NET RENTABLE ±688 SQ. FT.

\*SEE SITE PLAN FOR PATIO VARIATIONS.

DC HEIGHTS LLC

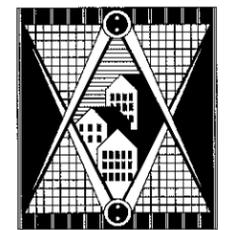


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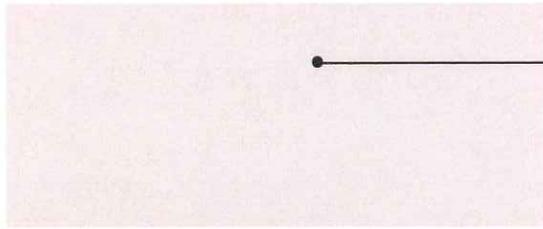
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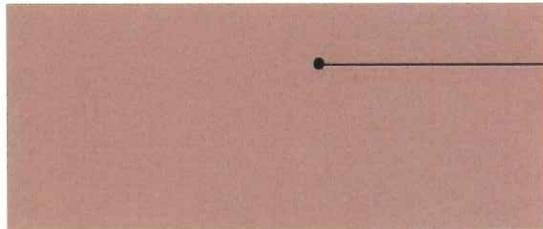
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UNIT PLANS  
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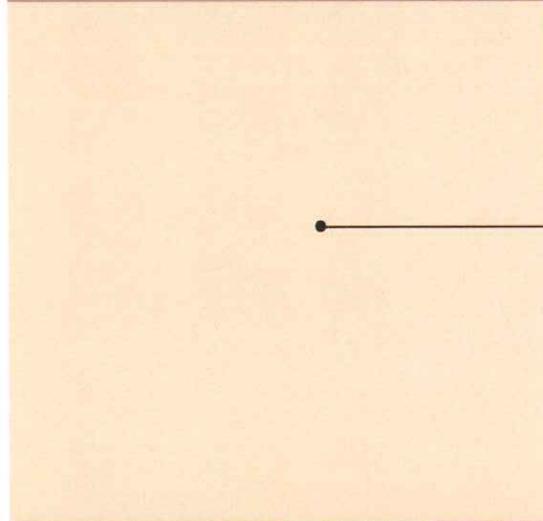
**E. MATERIAL &  
COLOR SCHEME**



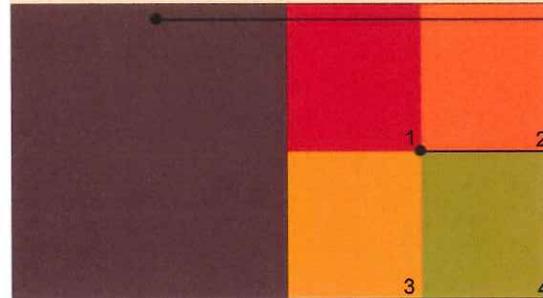
**(C)** EXTERIOR BODY COLOR 3  
 MANUF: DUNN EDWARDS  
 COLOR: SILVER LAKE (DE6379)  
 LOCATION: EXTERIOR WALLS



**(B)** EXTERIOR BODY COLOR 2  
 MANUF: DUNN EDWARDS  
 COLOR: HANDWOVEN (DE6200)  
 LOCATION: EXTERIOR WALLS

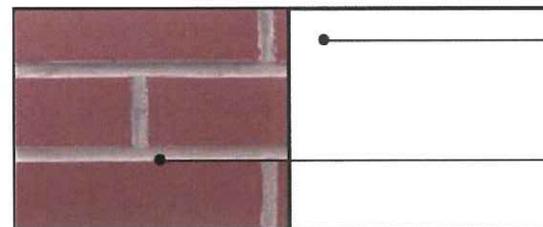


**(A)** EXTERIOR BODY COLOR  
 MANUF: DUNN EDWARDS  
 COLOR: SAND DOLLAR (DE6171)  
 LOCATION: EXTERIOR WALLS



**(E)** ACCENT 1  
 MANUF: DUNN EDWARDS  
 COLOR: CELLAR DOOR (DEA157)  
 LOCATION: DETAIL ACCENTS, POSTS, DECORATIVE ACCENTS

**(F)** ACCENT 2,  
 MANUF: DUNN EDWARDS  
 COLOR: 1: BONFIRE FLAME (DEA109)  
 2: INSTANT ORANGE (DEA114)  
 3: GOLDEN LOCK (DEA121)  
 4: FLUORESCENT LIME (DE5517)  
 LOCATION: DECORATIVE SCREEN



**(D)** EXTERIOR BODY COLOR 3  
 MANUF: DUNN EDWARDS  
 COLOR: WHITE (DEW380)  
 LOCATION: EXTERIOR WALL

**(G)** ACCENT BRICK  
 MANUF: ENDICOTT  
 COLOR: ROSE BLEND  
 LOCATION: FIRST LEVEL

**NOTE:**

\* BUILDING PALETTE LOCATIONS AND SELECTIONS ARE SUBJECT TO CHANGE DURING PROJECT DESIGN DEVELOPMENT AND/OR PROJECT PRICING.

\*\* COLORS ARE REPRESENTATIONS OF ACTUAL COLORS. COLOR CHIPS ARE AVAILABLE UPON REQUEST.

\*\*\* BUILDING MATERIALS ARE REPRESENTATIONS OF DESIGN INTENT. MANUFACTURERS AND MODEL NUMBERS ARE SUBJECT TO CHANGE.

**DC HEIGHTS LLC**



**DC HEIGHTS URBAN LIVING**

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**PRELIM MATERIALS & COLOR SCHEME**

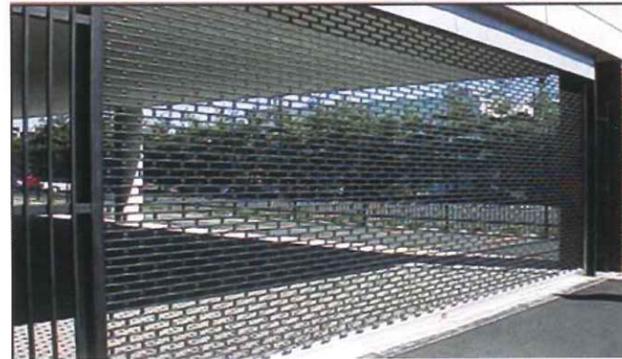
# **F. SITE DETAILS**

**CORNELL**

SAFE AND SECURE  
www.cornelliron.com

**HIGH CYCLE OPENINGS**

**PRACTICAL DESIGN APPLICATIONS:**  
-PARKING GARAGES



**PRODUCT REQUIREMENTS**

**-CYCLE LIFE:** HIGH CYCLE UNITS ARE EXPECTED TO OPEN/CLOSE MORE THAN 50 TIMES A DAY AND ARE DEFINED AS THE REQUIRED CYCLE QUANTITY ACHIEVABLE IN THE LIFETIME OF THE PRODUCT.

**-AESTHETICS OF OPENING:** HIGH TRAFFIC AREAS CAN DEMAND A MORE AESTHETICALLY PLEASING PRODUCT

**-VISIBILITY:** THE NEED FOR VISUAL ACCESS OF SEPARATED SPACES

**-VENTILATION:** AIRFLOW BETWEEN SEPARATED SPACES.

**PHILIPS  
LUMEC**

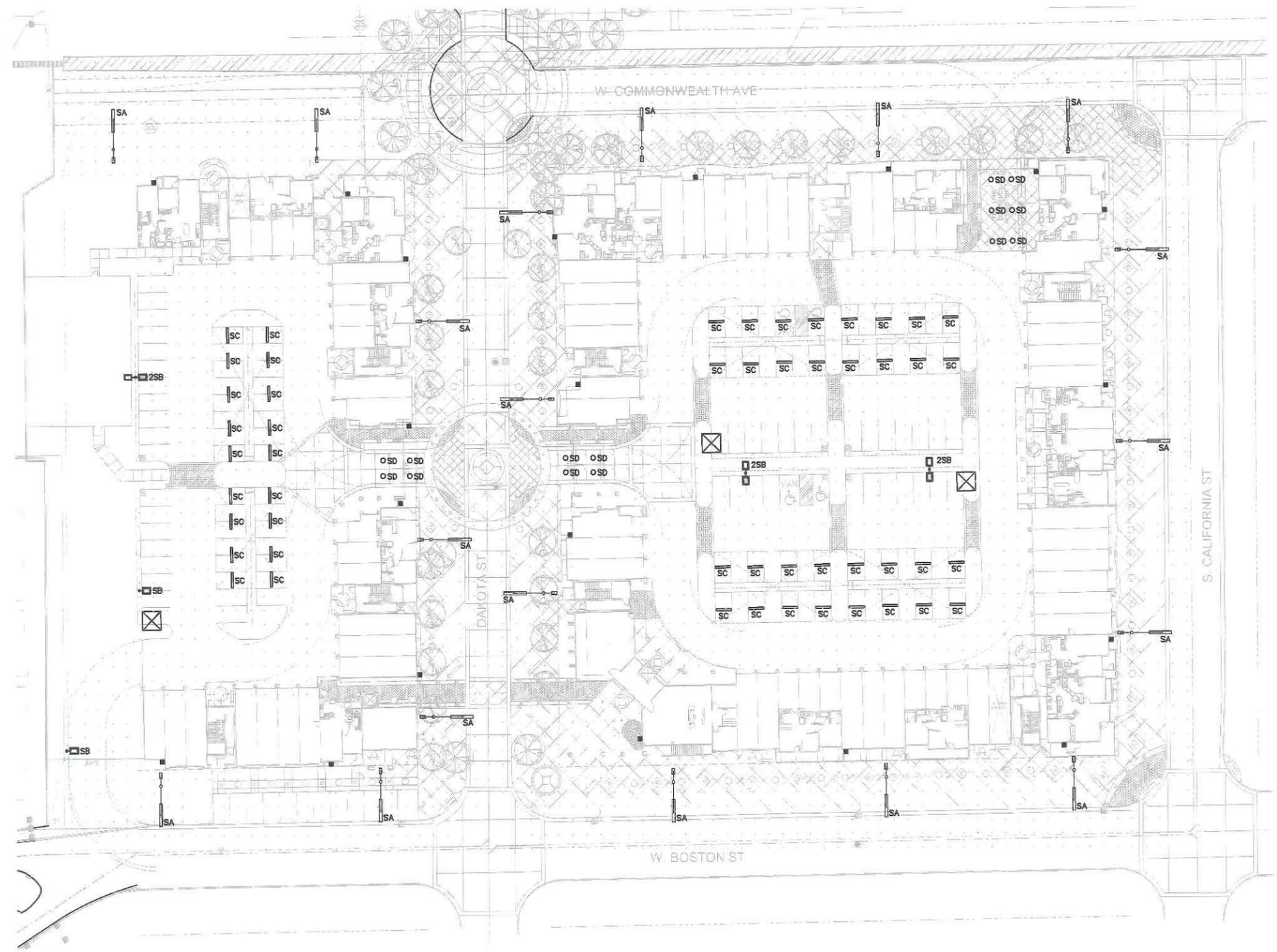
**SOLECITY**  
MEDIUM LED STREET AND AREA LUMINARE



△	-
△	-
△	-
△	-
△	-

**SYMBOLS LEGEND:**

SB	SINGLE HEAD POLE MOUNTED LED LIGHTING FIXTURE @ +16'-0" A.F.G.
2SB	DOUBLE HEAD POLE MOUNTED LED LIGHTING FIXTURE @ +16'-0" A.F.G.
■	LOW VOLTAGE LED PROPOSED TRANSFORMER LOCATION. (12"x12"x4")
SA	POLE MOUNTED STREET/SIDEWALK LIGHTING FIXTURE @ +20'-0" A.F.G.
SC	4 FT. FLUORESCENT FIXTURE WITH (1) F32 TB. U.L. LISTED FOR DAMP LOCATIONS.
SD	RECESSED LED DOWNLIGHT



**ELECTRICAL SITE LIGHTING PLAN**  
SCALE: 1"=30'-0"

**DC HEIGHTS**  
**ELECTRICAL SITE LIGHTING PLAN**

**NP ENGINEERING INC.**  
4115 N. 15TH AVE.  
PHOENIX, AZ 85015  
PH: (602) 265-1559 FAX: (602) 265-1605

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NP Proj. No: **00-000**  
Project Manager: **Rich P.**  
Drawn by: **NPE**  
Date: **Oct. 2008**

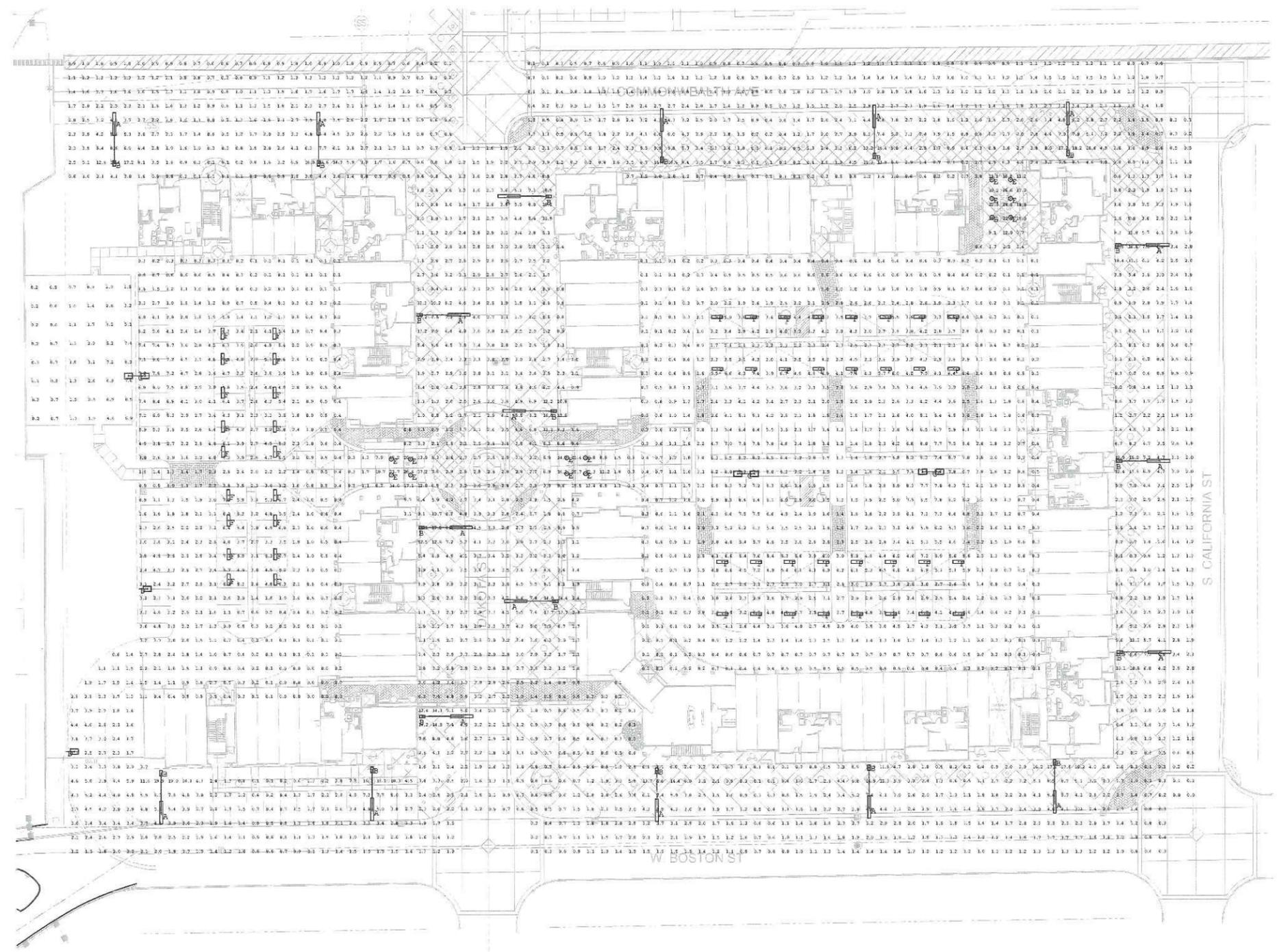
Calculation Summary		Coltype	Units	Min	Max	Sum	Avg/Min	Max/Min
Label	20 BENTON ST	ILLUMINANCE	FC	2.69	28.6	0.6	3.4	N.A.
Label	LOS PARK	ILLUMINANCE	FC	2.47	8.5	0.2	12.35	42.59

Luminaire Schedule		Label	Arrangement	Total Lamp Lumens	LFP	Description
Symbol	Qty	A	SHKZS	2900	0.857	PHILIPS UPRC - GEN 2150/2400K 8' LED 215M LFD @ 20' APD
	19	B	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 100 3500/4000K 4' HDL 35W LFD @ 20' APD
	7	C	SHKZS	N.A.	1.000	PHILIPS SHKZS - GEN 2150/2400K 8' HDL 215M LFD @ 20' APD
	1	D	SHKZS	N.A.	1.000	PHILIPS SHKZS - GEN 2150/2400K 8' HDL 215M LFD @ 20' APD
	14	E	SHKZS	N.A.	0.850	PHILIPS SHKZS - GEN 2150/2400K 8' HDL 215M LFD @ 20' APD
	50	F	SHKZS	2900	0.880	PHILIPS SHKZS - GEN 2150/2400K 8' HDL 215M LFD @ 20' APD

**SYMBOLS LEGEND:**

- SINGLE HEAD POLE MOUNTED LED LIGHTING FIXTURE @ +16'-0" A.F.G.
- DOUBLE HEAD POLE MOUNTED LED LIGHTING FIXTURE @ +16'-0" A.F.G.
- LOW VOLTAGE LED PROPOSED TRANSFORMER LOCATION (12"x12"x4")
- POLE MOUNTED STREET/SIDEWALK LIGHTING FIXTURE @ +20'-0" A.F.G.
- 4 FT. FLUORESCENT FIXTURE WITH (1) F32 T8 U.L. LISTED FOR DAMP LOCATIONS.
- RECESSED LED DOWNLIGHT



**ELECTRICAL SITE PHOTOMETRIC PLAN**

SCALE: 1"=30'-0"

**DC HEIGHTS**

**ELECTRICAL SITE LIGHTING PLAN**

**NP ENGINEERING INC.**  
 4115 N. 15TH AVE.  
 PHOENIX, AZ 85015  
 PH: (602) 265-1559 FAX: (602) 265-1605

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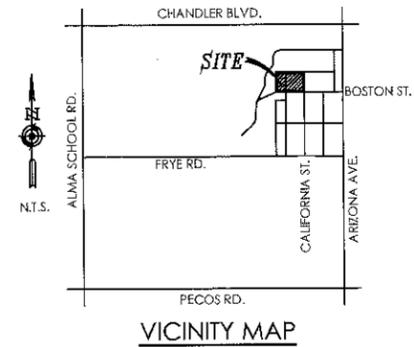
NP Proj. No: **00-000**  
 Project Manager: **Rich P.**  
 Drawn by: **NPE**  
 Date: **Oct. 2013**

**PH1**

**G. SITE  
ENGINEERING**

# A.L.T.A./A.C.S.M. LAND TITLE SURVEY

## LOTS 569 THROUGH 586, CHANDLER PLAT, BOOK 5, PAGE 34. LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



### NOTES

1. © COPYRIGHT 2012. THIS IS AN INSTRUMENT OF SERVICE AND IS THE PROPERTY OF TERRASCAPE CONSULTING LLC. USE OF OR REPRODUCTION OF THE INFORMATION CONTAINED IN THIS INSTRUMENT FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED AND FOR OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED, IS FORBIDDEN UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY TERRASCAPE CONSULTING LLC, AND TERRASCAPE CONSULTING LLC SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY FOR ANY USE OF THIS INFORMATION WITHOUT THEIR WRITTEN CONSENT. THE ORIGINAL INSTRUMENT SIGNED AND SEALED BY A REGISTERED PROFESSIONAL SHALL TAKE PRECEDENCE OVER ANY SIMILAR INSTRUMENT NOT SIGNED AND SEALED, INCLUDING COMPUTER STORAGE MEDIUM. ANY REPRODUCTIONS IN WHOLE OR IN PART SHALL BEAR OR REFER TO THIS SIGNATURE AND SEAL. FILES IN ELECTRONIC FORMATS SUCH AS, BUT NOT LIMITED TO, TEXT, GRAPHICS AND OTHER DATA ARE FOR THE CLIENT'S CONVENIENCE ONLY. ANY CONCLUSIONS OR INFORMATION DERIVED THEREFROM IS AT THE USER'S SOLE RISK. THE SURVEYOR MAKES NO REPRESENTATION REGARDING COMPATIBILITY, USABILITY OR LEGIBILITY WITH OTHER DATA PROCESSING SYSTEMS OR SOFTWARE PACKAGES DIFFERING FROM THOSE USED BY THE SURVEYOR AT THE BEGINNING OF THIS PROJECT.

2. THIS DOCUMENT HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY. THE USE OF THE WORDS "CERTIFY" OR "CERTIFICATION" BY A LICENSED PROFESSIONAL CIVIL ENGINEER OR LAND SURVEYOR IN THE PRACTICE OF PROFESSIONAL ENGINEERING OR LAND SURVEYING OR THE PREPARATION OF MAPS, PLATS, REPORTS, DESCRIPTIONS OR OTHER SURVEYING DOCUMENTS ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.

3. THIS SURVEY DOES NOT REFLECT NOR DETERMINE OWNERSHIP.

4. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY TERRASCAPE CONSULTING LLC FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

5. TERRASCAPE CONSULTING LLC RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE NO. NCS-526932-PHX1, DATED MARCH 1, 2012. ADDITIONAL RELATIVE INSTRUMENTS OF RECORD PROVIDED WITH SAID REPORT BUT WITHOUT INDEPENDENT INVESTIGATION OR ABSTRACTING, IN THE PREPARATION OF THE TITLE, AND THE INFORMATION PRESENTED AND SHOWN HEREON. THIS PROPERTY IS SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY AND THOSE MATTERS THAT ARE NOT DISCLOSED BY SAID TITLE COMMITMENT, IF ANY.

6. THE PROPERTY HAS UNOBSTRUCTED DIRECT ACCESS TO DEDICATED PUBLIC STREET ALONG COMMONWEALTH AVE., CALIFORNIA ST., BOSTON ST., AND DAKOTA ST.

7. PER ALTA/ACSM TABLE A OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS:

  1. MONUMENTS ARE SHOWN HEREIN.
  2. SITE ADDRESSES - 201 W. COMMONWEALTH AVE. 219 W. COMMONWEALTH AVE. 233 W. COMMONWEALTH AVE. 259 W. COMMONWEALTH AVE. 279 W. COMMONWEALTH AVE. 299 W. COMMONWEALTH AVE. 301 W. COMMONWEALTH AVE. 319 W. COMMONWEALTH AVE. 339 W. COMMONWEALTH AVE. 50 S. CALIFORNIA ST. 200 W. BOSTON ST. 218 W. BOSTON ST. 238 W. BOSTON ST. 258 W. BOSTON ST. 278 W. BOSTON ST. 298 W. BOSTON ST. 300 W. BOSTON ST. 338 W. BOSTON ST.
  3. SEE FLOOD ZONE CLASSIFICATION INFORMATION ON THIS SHEET.
  4. GROSS LAND AREA OF SAID PARCELS - LOTS 569-574 AREA = 46,179.23 SQUARE FEET OR 1.06 ACRES. LOTS 575-586 AREA = 92,425.20 SQUARE FEET OR 2.12 ACRES. ALLEY AREA = 9,239.02 SQUARE FEET OR 0.21 ACRES. TOTAL AREA = 147,843.45 SQUARE FEET OR 3.39 ACRES.
  5. VERTICAL INFORMATION WAS GATHERED USING GPS RTK TECHNOLOGY. SEE BENCHMARK INFORMATION AND DATUM INFORMATION ON THIS SHEET.
  - 7(a). SINGLE LEVEL SINGLE FAMILY RESIDENCES EXIST ON LOTS 576, 579, 580, AND 582. LOCATIONS AND DIMENSIONS ARE AS SHOWN ON SHEET 2.
  8. SUBSTANTIAL FEATURES ARE PLOTTED AND SHOWN HEREIN.
  9. NO DESIGNATED PARKING EXISTS.
  - 11(a). ALL OBSERVED SURFACE UTILITY FEATURES ARE PLOTTED AND SHOWN HEREIN.
  - 11(b). UNDERGROUND UTILITIES ARE SHOWN HEREON BASED ON AS-BUILT MUNICIPAL PLANS. THERE MAY BE UNDERGROUND UTILITIES NOT SHOWN ON THIS DRAWING WHICH MAY AFFECT THE SUBJECT PARCEL(S) OR ADJACENT PARCELS. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES.
  17. NO PROPOSED CHANGES TO RIGHT-OF-WAY LINES ARE KNOWN AT THE TIME OF THIS SURVEY. NO RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED.
  - 20(a). NO IMPROVEMENTS WERE IDENTIFIED.

### LEGAL DESCRIPTION (PER TITLE REPORT AND CURRENT DEED)

LOTS 569 THROUGH 586 OF CHANDLER PLAT RECORDED IN BOOK 5 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS.

### SCHEDULE "B" ITEMS

1. SECOND INSTALLMENT OF 2011 TAXES, A LIEN, PAYABLE ON OR BEFORE MARCH 1, 2012, AND DELINQUENT MAY 1, 2012. (NOT A SURVEY MATTER)
2. TAXES FOR THE FULL YEAR OF 2012. (THE FIRST HALF IS DUE OCTOBER 1, 2012 AND IS DELINQUENT NOVEMBER 1, 2012. THE SECOND HALF IS DUE MARCH 1, 2013 AND IS DELINQUENT MAY 1, 2013. (NOT A SURVEY MATTER)
3. ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN ROOSEVELT WATER CONSERVATION DISTRICT. (ALL ASSESSMENTS DUE AND PAYABLE ARE PAID.) (NOT A SURVEY MATTER)
4. RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF. (NOTHING PROVIDED)
5. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED FEBRUARY 18, 2009 AS BOOK 1021 OF MAPS, PAGE 38. (AS SHOWN)
6. ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED FEBRUARY 24, 2009 AS BOOK 1022 OF MAPS, PAGE 8. (AS SHOWN)
7. ALL MATTERS AS SET FORTH IN MAP OF DEDICATION FOR ROCKEFELLER GROUP NORTH GATEWAY, RECORDED MAY 10, 2010 AS BOOK 1054 OF MAPS, PAGE 42. (AS SHOWN)
8. § 1 (S 6 0 { 1 7 } 2 5 3 8 % / , & B 7 , / , 7 { 6 5 } ' , 1 6 ' { 1 7 8 / 3 8 5 3 2 6 { 6 , 1 7 + ( ' 2 & 8 0 { 1 7 5 1 & 2 5 ' ' 2 } , & , § / 5 { & 2 5 ' 6 8 6 6 + 2 : 1
9. TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED NOT SHOWN, BY AND BETWEEN BEEBE FAMILY PARTNERS, L.P., AN ARIZONA LIMITED PARTNERSHIP AS LESSOR AND ROSS FARMS, AN ARIZONA PARTNERSHIP AS LESSEE, AS DISCLOSED BY A SPECIAL WARRANTY DEED AND QUITCLAIM DEED RECORDED JANUARY 15, 2008 AS 2008-0036797 OF OFFICIAL RECORDS.  
THE LESSOR'S INTEREST UNDER THE LEASE HAS BEEN ASSIGNED TO RC-RECKER LLC, A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED JANUARY 15, 2008 AS 2008-0036797 OF OFFICIAL RECORDS.  
THE LESSOR'S INTEREST UNDER THE LEASE HAS BEEN ASSIGNED TO ... BY ASSIGNMENT RECORDED ..... AS OF OFFICIAL RECORDS. (NOT A SURVEY MATTER)
10. ALL MATTERS AS SET FORTH IN SPECIAL WARRANTY DEED AND QUITCLAIM DEED, RECORDED JANUARY 15, 2008 AS 2008-0036797 OF OFFICIAL RECORDS. (AS SHOWN)
11. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT REIMBURSEMENT AND LIEN AGREEMENT" RECORDED NOVEMBER 22, 2011 AS 2011-0967500 OF OFFICIAL RECORDS. (AFFECTS SUBJECT PARCEL AT THE TIME OF DEVELOPMENT, BUT NOT PLOTTABLE)
12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NORTH GATEWAY PROJECT DEVELOPMENT AGREEMENT" RECORDED DECEMBER 01, 2011 AS 2011-0994744 OF OFFICIAL RECORDS. (AFFECTS SUBJECT PARCEL AT THE TIME OF DEVELOPMENT, BUT NOT PLOTTABLE)
13. ANY RIGHTS, INTERESTS OR CLAIMS THAT MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN ALTA/ACSM SURVEY MADE BY ... ON ... DESIGNATED JOB NUMBER ... (AS SHOWN PER THIS SURVEY)
14. THE RIGHTS OF PARTIES IN POSSESSION BY REASON OF ANY UNRECORDED LEASE OR LEASES OR MONTH TO MONTH TENANCIES AFFECTING ANY PORTION OF THE WITHIN DESCRIBED PROPERTY. (NOT A SURVEY MATTER)  
NOTE: THIS MATTER WILL BE MORE FULLY SET FORTH OR DELETED UPON COMPLIANCE WITH THE APPLICABLE REQUIREMENT(S) SET FORTH HEREIN.
15. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)

### BASIS OF BEARING

1 (S 6 7 % / , 1 \* 7 + { 0 2 1 8 0 { 1 7 / , 1 { 2 } ' 8 . 2 7 § 6 7 % ( 7 : { { 1 6 2 0 0 2 1 : ( § / 7 + S U B J E C T P A R C E L ( S ) O R A D J A C E N T P A R C E L S N O E X C A V A T I O N S W E R E M A D E T O L O C A T E B U R I E D U T I L I T I E S .

### BENCHMARK

BRASS CAP FLUSH AT THE INTERSECTION OF DELAWARE ST. AND FRYE RD. HAVING A CITY OF CHANDLER NAVD88 ELEVATION OF 1215.29.

### REFERENCE DOCUMENTS

- (R1) MAP OF CHANDLER, MARICOPA COUNTY, ARIZONA, BOOK 5 OF MAPS, PAGE 34, M.C.R.
- (R2) SAN MARCOS FAIRWAYS, BOOK 20 OF MAPS, PAGE 33, M.C.R.
- (R3) FINAL PLAT FOR SAN MARCOS VILLAGE I, BOOK 413 OF MAPS, PAGE 01, M.C.R.
- (R4) P155 SUBDIVISION RECORD OF SURVEY, BOOK 669 OF MAPS, PAGE 47, M.C.R.
- (R5) RECORD OF SURVEY, SHERATON SAN MARCOS, BOOK 757 OF MAPS, PAGE 25, M.C.R.
- (R6) RESULTS OF SURVEY OF A PORTION OF LOT 568 OF CHANDLER TOWNSITE, BOOK 1006 OF MAPS, PAGE 42, M.C.R.

### UTILITY NOTES

SURFACE EVIDENCE OF UTILITIES LOCATED IN THE FIELD ARE SHOWN HEREON.  
GAS, CABLE TV, ELECTRIC, TELEPHONE AND OTHER UTILITIES QUARTER SECTION MAPS WERE NOT PROVIDED AS REQUESTED AND SURFACE EVIDENCE ONLY IS SHOWN HEREON.  
PRELIMINARY RECKER RD. UTILITY CROSSING PLAN BY ATWELL GROUP, JOB NUMBER 09000707.  
IMPROVEMENT PLANS FOR ELLIOT GROVES AT MARRISON RANCH - PHASE 1A BY EPS GROUP, INC. SHEETS 1-75 APPROVED 3/7/2012 BY R.W.C.D. AND M.C. JOB NO. 10-004.  
IMPROVEMENT PLANS FOR ELLIOT GROVES AT MARRISON RANCH - PHASE 1A BY EPS GROUP, INC. SHEETS 1-74, DATED 11/15/11. JOB NO. 10-004.  
COOLEY STATION NORTH OFFSITE AS-BUILT IMPROVEMENT PLANS BY M2 GROUP, INC. SHEETS 19-29, DATED 10/17/07, JOB NO. 03061TH.  
CITY OF MESA, 42" RECLAIMED WATER LINE RECORD DRAWING IMPROVEMENT PLANS BY EPS GROUP, INC. SHEETS 1-61 DATED 6/01/07, CATALOG NO. A.112487A.  
LAKEVIEW TRAILS (NORTH) AT MORRISON RANCH IMPROVEMENT PLANS BY EPS GROUP, INC. SHEETS 1-181 DATED 5/27/06.  
TOWN OF GILBERT, ARIZONA, HIGLEY-WARNER SEWER, WATER, AND RECLAIMED WATER EXTENSIONS AS-BUILT PLAN BY HFC ENGINEERING, L.L.C., DATED 11/01/03, JOB NO. 5927.  
CITY OF MESA, TOWN OF GILBERT, ARIZONA SOUTH WATER RECLAMATION PLANT FORCE MAIN IMPROVEMENT AS-BUILT PLAN BY COROLLO ENGINEERS DATED 6/19/00, JOB NO. 4325A.10

### FLOOD ZONE CLASSIFICATION

FLOOD ZONE DESIGNATION "X" PER FEDERAL FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C2665G, PANEL 2665 OF 4350, DATED SEPTEMBER 30, 2005.  
ZONE "X" - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.  
(THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP OR THE LOCATION OF THE FLOOD ZONE BOUNDARY. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THE SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.)

### SURVEYOR'S CERTIFICATION

TO: RC-RECKER LLC, A LIMITED LIABILITY COMPANY, INVESTMENT PROPERTY ASSOCIATES, L.L.C., A LIMITED LIABILITY COMPANY, First American Title Insurance Company.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(a), 8, 9, 11(a)(i), 17 AND 20(a) OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JULY 20, 2012.

MITCHELL H RAGSDALE  
ARIZONA REGISTERED LAND SURVEYOR  
REGISTRATION NO. 48943



Expires 12/31/2014

REVISTIONS	CR	APP
	No.	Date

DATE	BY	NO.	DATE

1105 EAST MISSOURI AVENUE  
PHOENIX, ARIZONA 85014  
(602) 297-8752  
(602) 250-9168 FAX



PROJECT: THE HEIGHTS APARTMENTS  
DESCRIPTION: ALTA/ACSM LAND TITLE SURVEY

1 OF 2





EXHIBIT C

City Ordinance #4597  
Zoning Ordinance

## **ORDINANCE NO. 4597**

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM MULTI-FAMILY RESIDENTIAL (MF-2) TO PLANNED AREA DEVELOPMENT (PAD) FOR MIXED-USE RESIDENTIAL AND COMMERCIAL INCLUDING A MID-RISE OVERLAY FOR BUILDING UP TO 130-FEET IN CASE (DVR14-0032 DC HEIGHTS) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

WHEREAS, application for rezoning involving certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days notice of time, place and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

### SECTION I. Legal Description of Property:

SEE ATTACHMENT 'A'

Said parcel is hereby rezoned from MF-2 to PAD for mixed-use residential and commercial including a Mid-Rise Overlay, subject to the following conditions:

1. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
2. Undergrounding of all overhead electric (less than 69kv), communication, and television lines and any open irrigation ditches or canals located on the site or within adjacent right-of-ways and/or easements. Any 69kv or larger electric lines that must stay overhead shall be located in accordance with the City's adopted design and engineering standards. The aboveground utility poles, boxes, cabinets, or similar appurtenances shall be located outside of the ultimate right-of-way and within a specific utility easement.
3. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual # 4).
4. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

- 5. Construction shall commence above foundation walls within three (3) years of the effective date of the ordinance granting this rezoning or the City shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.
- 6. Development shall be in substantial conformance with the Development Booklet, entitled "DC HEIGHTS" and kept on file in the City of Chandler Planning Division, in File No. DVR14-0032, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
- 7. Maximum building height shall be 130-feet.
- 8. The ground floor live/work units shall allow those commercial uses analogous to boutique/specialty retails uses with the allowance for restaurants, office, and support services.

SECTION II. Except where provided, nothing contained herein shall be construed to be an abridgment of any other ordinance of the City of Chandler.

SECTION III. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 11<sup>th</sup> day of December 2014.

ATTEST:

*Muel Padua*  
CITY CLERK



*Jay Liberman*  
MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 8<sup>th</sup> day of January 2015.

ATTEST:

*Muel Padua*  
CITY CLERK



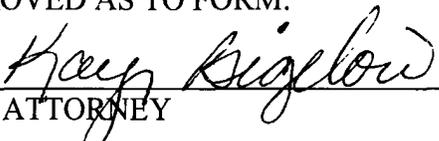
*Jay Liberman*  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4597 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 8<sup>th</sup> day of January 2015, and that a quorum was present thereat.

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

PUBLISHED in the Arizona Republic on January 23, and 30, 2015.

EXHIBIT 'A'

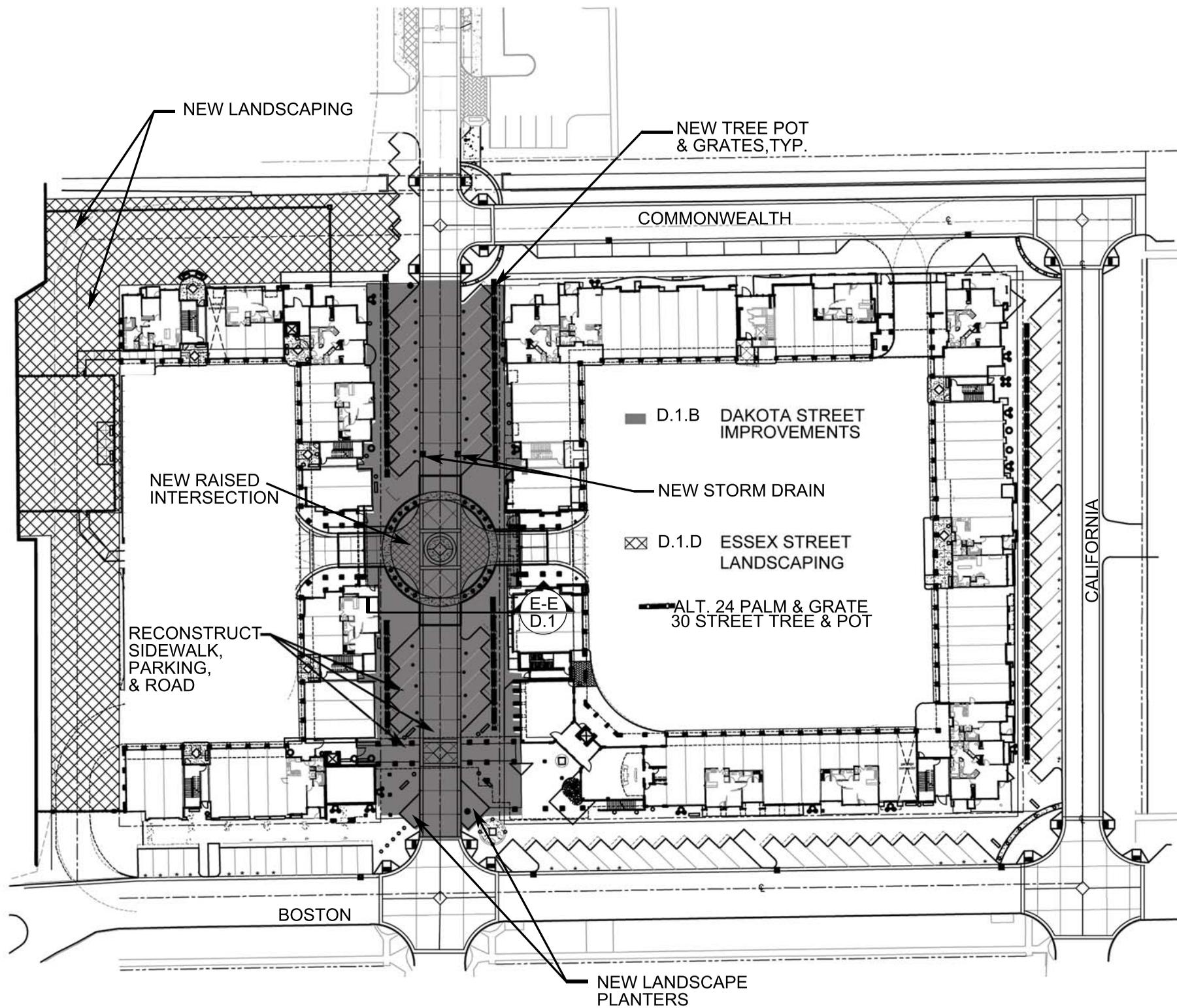
**Legal Description  
For  
DC Heights**

Being a portion of the Northeast Quarter of Section 33, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows;

Lots 569 through 586, ORIGINAL TOWNSITE OF CHANDLER, according to book 5 of Maps, Page 34, Records of Maricopa County.

Description encompasses 138,600 square feet, or 3.18 acres more or less.





NEW LANDSCAPING

NEW TREE POT & GRATES, TYP.

COMMONWEALTH

NEW RAISED INTERSECTION

D.1.B DAKOTA STREET IMPROVEMENTS

NEW STORM DRAIN

D.1.D ESSEX STREET LANDSCAPING

RECONSTRUCT SIDEWALK, PARKING, & ROAD

ALT. 24 PALM & GRATE 30 STREET TREE & POT

E-E  
D.1

CALIFORNIA

BOSTON

NEW LANDSCAPE PLANTERS

EXHIBIT D

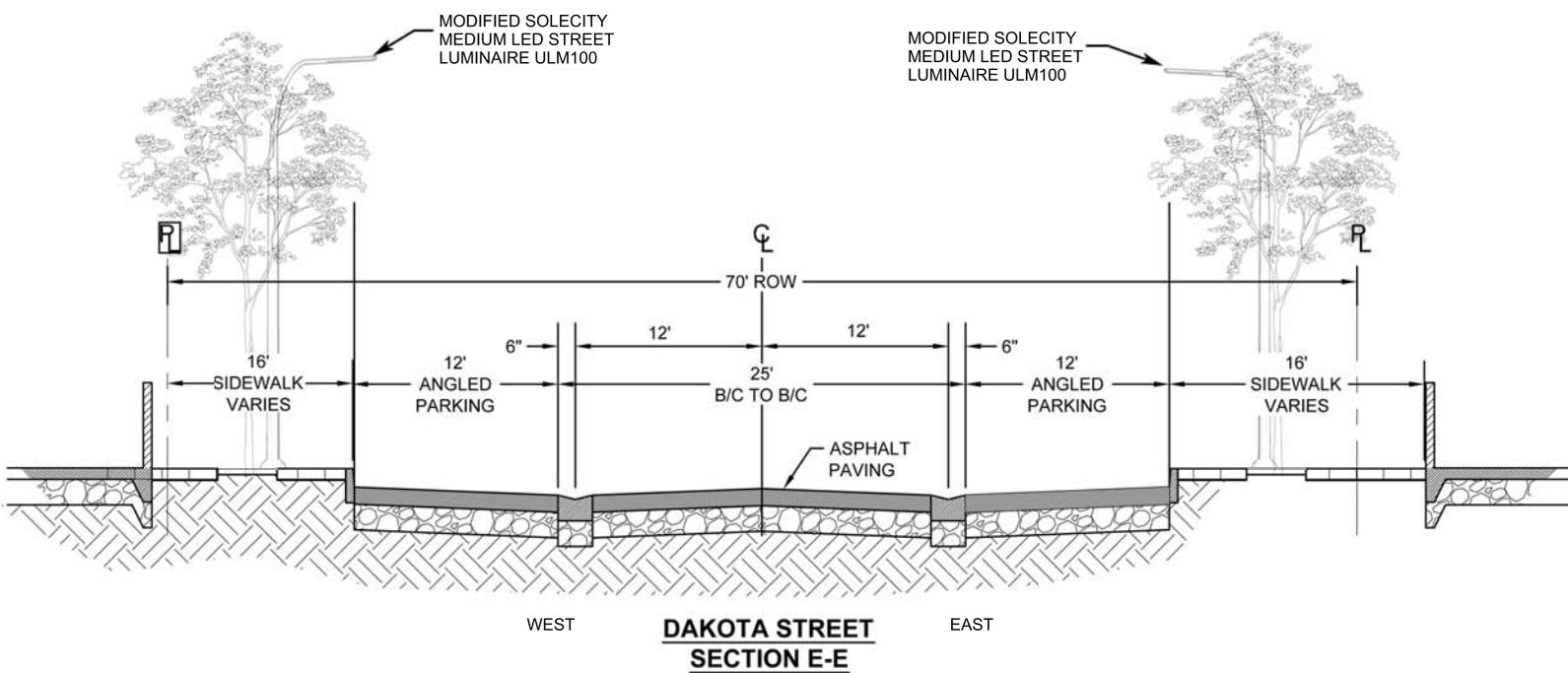


EXHIBIT E

LOCATIONS FOR DEMOLITION



**EXHIBITS F and F-1**

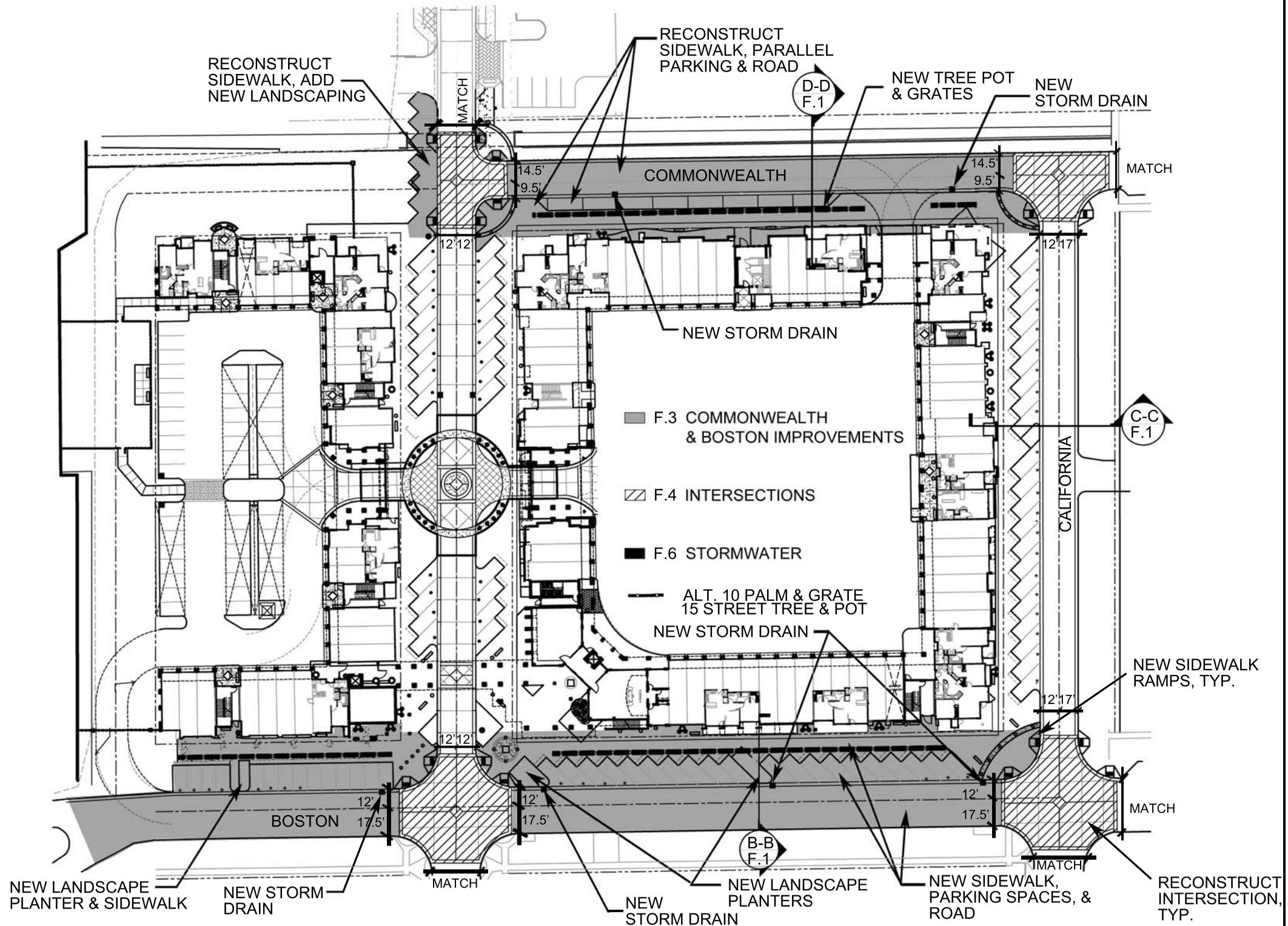
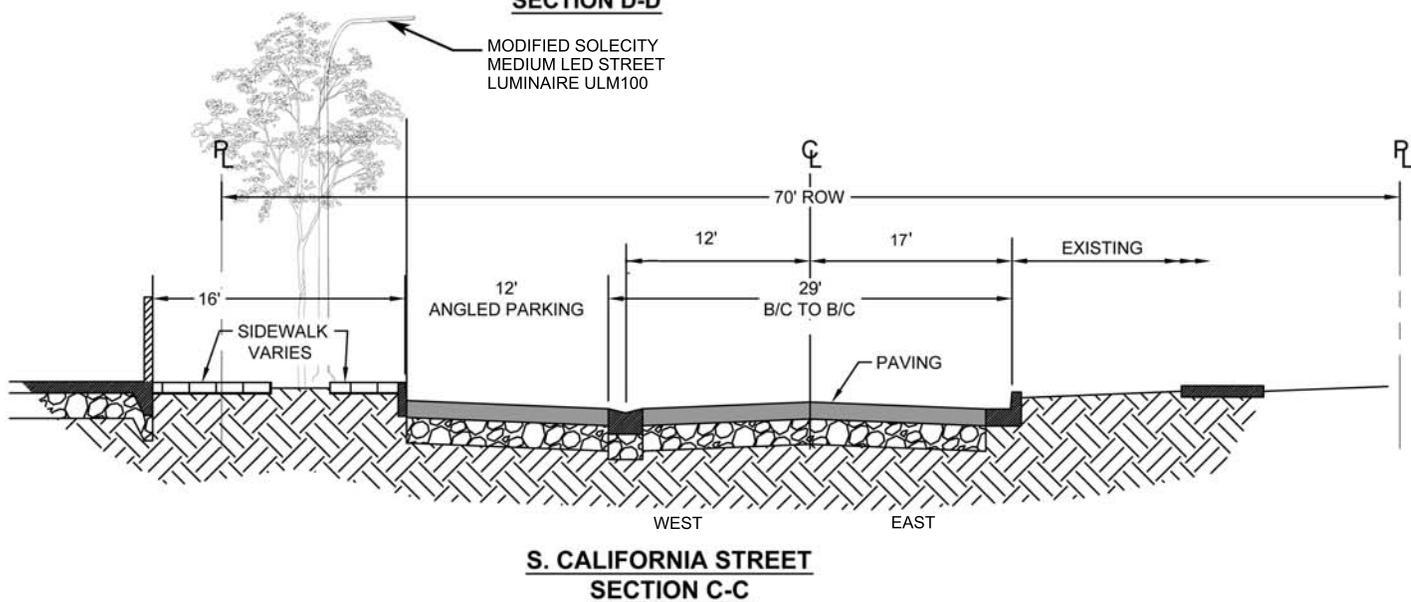
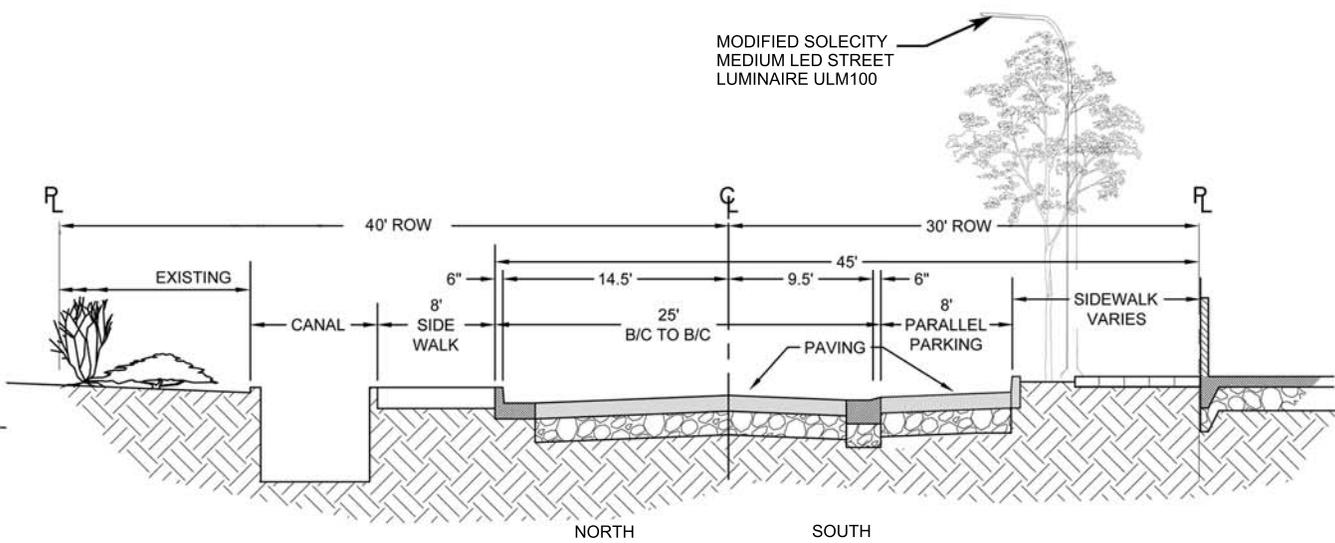
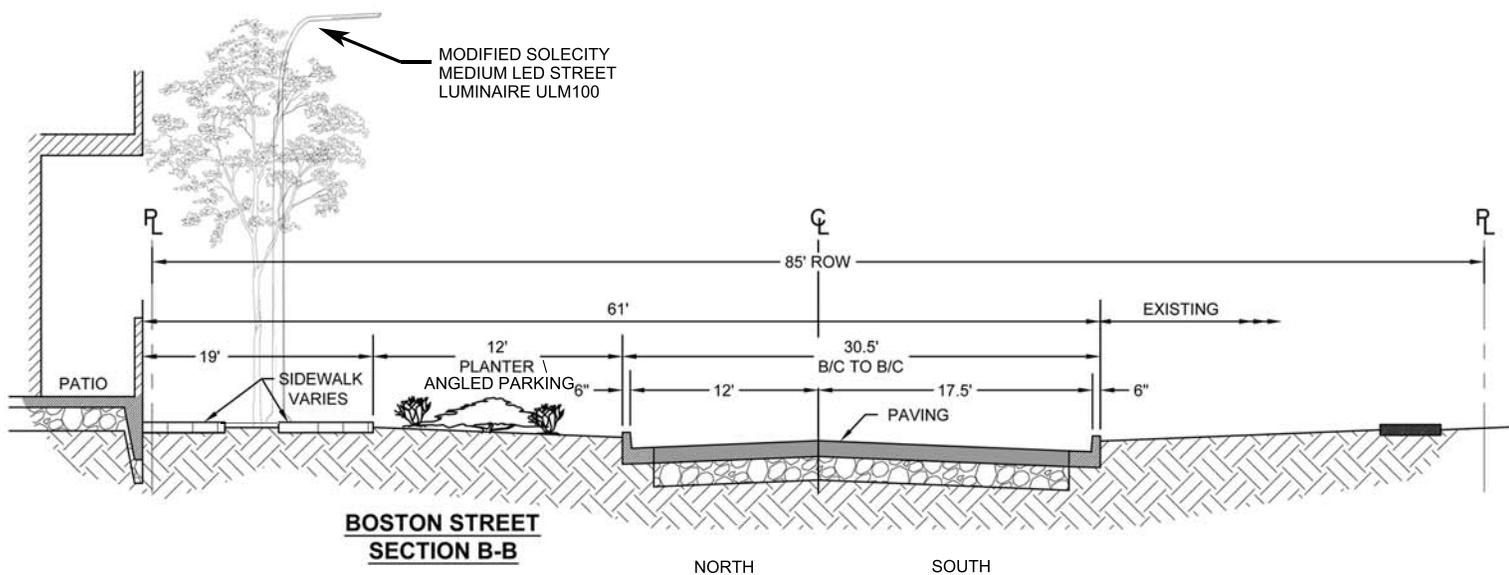


EXHIBIT F



**EXHIBIT G**

**Special Warranty Deed**

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, \_\_\_\_\_, an Arizona limited liability company ("Grantor") does hereby sell and convey to CITY OF CHANDLER, an Arizona municipal corporation, whose address is \_\_\_\_\_ the following described real property situated in Maricopa County, Arizona, together with all improvements situated thereon and all rights and privileges appurtenant thereto ("Property"):

See Attachment 1 attached hereto and by this reference incorporated herein.

SUBJECT TO all taxes and assessments, reservations, water rights, claims or title to water, any and all easements, rights-of-way, covenants, conditions, restrictions, liens and encumbrances of record or that would be shown by an accurate survey of the Property. Grantor does warrant and agree to defend the title against its acts and none other.

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

STATE OF ARIZONA )

) ss.

County of Maricopa )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, an \_\_\_\_\_, on behalf of the company.

\_\_\_\_\_

Notary Public

My commission expires:

\_\_\_\_\_

EXHIBIT H  
LAND AND IMPROVEMENTS LEASE

THIS LAND AND IMPROVEMENTS LEASE ("Lease") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Landlord"), and DC LAND, L.L.C., an Arizona limited liability company ("Tenant"). Landlord and Tenant shall be referred to in this Agreement, collectively as "Parties," and individually as a "Party."

RECITALS

A. Landlord and Tenant are entering into this Lease pursuant to that certain Development Agreement dated \_\_\_\_\_, 2015 and recorded \_\_\_\_\_, 20\_\_ as Instrument No. \_\_\_\_ in the Official Records of Maricopa County, Arizona (the "DC Heights Development Agreement"), and City Resolution No. 4884. Additionally the City Council has approved the Government Property Lease Tax ("GPLET") provisions of the DC Heights Development Agreement on \_\_\_\_\_, 2015 through adoption of Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2015.

B. Landlord has title of record to the real property legally described on Attachment 1 attached hereto and incorporated herein, together with all rights and privileges appurtenant thereto, and all present and future improvements thereon (collectively, the "Premises"). The Premises consist of a residential apartment project containing \_\_\_ total apartment units, as well as related amenities and improvements.

C. The Premises are "Government Property Improvements" as defined in A.R.S. §42- 6201(2), Landlord is a "Government Lessor" as defined in A.R.S. §42-6201(1), and Tenant is a "Prime Lessee" under A.R.S. §42-6201(4).

D. The Premises are located in a single central business district in a redevelopment area established pursuant to Title 36, Chapter 12, Article 3 of Arizona Revised Statutes (A.R.S. §§36-1471 et seq.). The construction of the Premises resulted in an increase in property value of at least one hundred percent.

E. The Premises will be subject to the Government Property Lease Excise Tax as provided for under ARS §42-6202. Pursuant to the Development Agreement and Resolution \_\_\_\_\_, Landlord will abate the GPLET for the period beginning on the Effective Date and ending eight years thereafter, all as provided in A.R.S. §42-6209(A).

F. The Landlord acknowledges that construction of the Premises is redevelopment of the real property described in Attachment 1 resulting in improvements to and new uses of such property, in that the Landlord and the general public will directly and indirectly realize substantial tangible and intangible benefits from the redevelopment of such land and the construction of the Premises described herein, including, without limitation, the redevelopment of the downtown area of Chandler as well as a key commercial area within the corporate boundaries of the City of Chandler, the facilitation of the expansion of the employment base within the City of Chandler, incentivizing the redevelopment of adjacent properties, and other benefits more particularly described in the Development Agreement.

G. But for the GPLET abatement described in Recital E above, Tenant would not have caused the Premises to be constructed.

## **LEASE AGREEMENT**

NOW THEREFORE and in consideration of the rent and of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, subject to and upon all of the terms, covenants and agreements hereinafter set forth.

I. Quiet Enjoyment. Landlord covenants and agrees with Tenant that conditioned upon Tenant's paying the rent and other sums herein provided and performing and fulfilling, in all material respects, the covenants, agreements, conditions and provisions herein to be kept, observed or performed by Tenant, Tenant may at all times during the Term hereof peaceably, quietly and exclusively have, hold and enjoy the Premises.

2. Term. The term of this Lease shall be for twenty-five (25) years, commencing on the Effective Date and ending at midnight on the 25th anniversary of the Effective Date, subject to earlier termination as provided herein ("Lease Term" or "Term").

3. Tenant's Payment Obligations: During the Term, Tenant shall pay the following

3.1 Rent. Tenant covenants to pay to Landlord as rent for the Premises the sum of \$1.00 per year on the Effective Date and every anniversary thereof. Tenant shall, without prejudice to its right to terminate this Lease as provided herein, have the right to prepay the rent for the entire Term.

3.2 Government Property Lease Excise Tax. As required under A.R.S. §§42- 6206, Tenant is hereby notified of its potential tax liability under the GPLET provisions of A.R.S. §§42-6201 through 42-6209, as now or hereafter amended. Failure by Tenant to pay the tax after notice and an opportunity to cure could result in divesting Tenant of any interest in or occupancy of the Premises to which this Lease applies. However, Landlord hereby abates Tenant's GPLET obligation for the Premises pursuant to A.R.S. §42- 6209 for an eight (8) year period commencing on the Effective Date. Landlord hereby waives any statutory requirement that Tenant apply for such abatement. Landlord agrees to take any additional action as necessary for Tenant to qualify for GPLET tax treatment so that (i) the period of abatement for the Premises will run for a period of eight (8) years from the Effective Date, and (ii) the Premises will be taxed as "government property improvements" in accordance with A.R.S. §§42-6201 through 42-6209, as now or hereafter amended from the expiration of the eight (8) year abatement period through the end of the Term (the "Abatement Period"). Following the Abatement Period, Tenant shall pay the GPLET pursuant to the rates specified in A.R.S. §§42-62038.

4. Leasehold Mortgage of Premises.

4.1 Tenant is hereby given the absolute right without the Landlord's consent to create a security interest in Tenant's leasehold interest under this Lease (and in any subleases and the rents, income and profits therefrom) by mortgage, deed of trust or collateral assignment or otherwise. Any such security interest shall be referred to herein as a "Leasehold Mortgage," and the holder of a Leasehold Mortgage shall be referred to herein as a "Leasehold Mortgagee."

4.2 No liability for the performance of Tenant's covenants and agreements hereunder shall attach to or be imposed upon any Leasehold Mortgagee, unless such Leasehold Mortgagee

forecloses its interest and becomes the Tenant hereunder, following which the liability shall attach only during the term of ownership of the leasehold estate by said Leasehold Mortgagee.

5. Taxes; Lease Obligations.

5.1 Other Taxes. Tenant shall pay and discharge all general and special real estate and/or personal property taxes and assessments levied or assessed against or with respect to the Premises during the Term hereof and all charges, assessments or other fees payable with respect to or arising out of this Lease and all recorded deed restrictions affecting or relating to the Premises. Any sales, use, excise or transaction privilege tax consequence incurred by Landlord because of this Lease or in relation to the Premises or improvements included therein may be passed on to the Tenant either directly, if applicable, or as "Additional Rent".

5.2 Protest. Tenant may, at its own cost and expense, protest and contest, by legal proceedings or otherwise, the validity or amount of any such tax or assessment herein agreed to be paid by Tenant and shall first pay said tax or assessment under protest if legally required as a condition to such protest and contest, and the Tenant shall not in the event of, and during, the bona fide prosecution of such protest or proceedings be considered in default with respect to the payment of such taxes or assessments in accordance with the terms of this Lease.

5.3 Procedure. Landlord agrees that any proceedings contesting the amount or validity of taxes or assessments levied against the Premises or against the rentals payable hereunder may be filed or instituted in the name of Landlord or Tenant, as the case may require or permit, and the Landlord does hereby appoint the Tenant as its agent and attorney-in-fact, during the Term, to execute and deliver in the name of the Landlord any document, instrument or pleading as may be reasonably necessary or required in order to carry on any contest, protest or proceeding contemplated in this Section. Tenant shall hold the Landlord harmless from any liability, damage or expense incurred or suffered in connection with such proceedings.

6. Use. Subject to the applicable provisions of this Lease and A.R.S. §42-620 I (2), the Premises may be used and occupied by Tenant as a multi-family apartment complex.

Landlord Non-Responsibility. Landlord shall have no responsibility, obligation or liability under this Lease whatsoever with respect to any of the following:

7.1 Utilities, including gas, heat, water, light, power, telephone, sewage, and any other utilities supplied to the Premises;

7.2 Disruption in the supply of services or utilities to the Premises;

7.3 Maintenance, repair or restoration of the Premises; or

7.4 Any other cost, expense, duty, obligation, service or function related to the Premises.

8. Entry by Landlord. Landlord and Landlord's agents shall have the right at reasonable times and upon reasonable notice to enter upon the Premises for inspection, except that Landlord shall have no right to enter portions of any building or apartment dwelling unit on the Premises without consent of the occupant or as provided by law; and provided that no such entry shall unreasonably interfere with the conduct of Tenant's business on the Premises. Tenant shall have the right to accompany Landlord at all times during any such inspection.

9. Alterations. Tenant shall have the right, in its sole and absolute discretion, and without the consent of Landlord, to construct additional improvements on the Premises, and to make subsequent alterations, additions or other changes to any improvements or fixtures on the Premises existing from time to time, and the Premises shall constitute all such improvements as they exist from time to time. In connection with any action which Tenant may take with respect to Tenant's rights pursuant hereto, Landlord shall not be responsible for and Tenant shall pay all costs, expenses and liabilities arising out of or in any way connected with such improvements, alterations, additions or other changes made by Tenant, including without limitation materialmen's and mechanic's liens. Tenant covenants and agrees that Landlord shall not be called upon or be obligated to make any improvements, alterations or repairs whatsoever in or about the Premises, and Landlord shall not be liable or accountable for any damages to the Premises or any property located thereon. Subject to the provisions of Section 13, Tenant shall have the right, in its sole and absolute discretion, and without the consent of Landlord, at any time to demolish or substantially demolish improvements located upon the Premises. In making improvements and alterations, Tenant shall not be deemed Landlord's agent and shall hold Landlord harmless from any expense or damage Landlord may incur or suffer.

10. Easements, Dedications and Other Matters. At the request of Tenant, Landlord shall (i) dedicate or initiate a request for dedication to public use of the improvements owned by Landlord within any roads, alleys or easements and convey any portion so dedicated to the appropriate governmental authority, (ii) consent to the making and recording, or either, of any map, plat, condominium documents, or declaration of covenants, conditions and restrictions of or relating to the Premises or any part thereof, (iii) join in granting any easements on the Premises, and (iv) execute and deliver (in recordable form where appropriate) all other instruments requested by Tenant with respect to Landlord's status as fee title owner of the Premises, and (v) perform all other acts reasonably necessary or appropriate in connection with the development, construction, demolition, redevelopment or reconstruction of the Premises.

11. Insurance. During the Term, the Tenant shall, at Tenant's expense, maintain general commercial liability insurance against claims for personal injury, death or property damage occurring in, upon or about the Premises, with limits of liability not less than \$2,000,000.00 single occurrence and \$4,000,000 for aggregate limit. Tenant's policy for general liability insurance shall name Landlord and all Leasehold Mortgagees as additional insureds. Upon ten (10) days prior written notice from Landlord, Tenant shall provide to Landlord certificates of insurance for such insurance policies or copies thereof required to be carried by Tenant under this Section 11. Tenant may self-insure the coverages required by this Section 11 with the prior approval of Landlord, which will not be unreasonably withheld, and may maintain such reasonable deductibles and retention amounts as Tenant may determine.

12. Liability; Indemnity. Except for any claims and liabilities which could have been asserted against Landlord if Landlord were not the owner of the Premises or if Landlord were not a party to this Lease, Tenant covenants and agrees that Landlord shall be free from liability and claims for damages by reason of any injury to any person or persons, including Tenant, or property of any kind whatsoever and to whomsoever while in, upon or in any way connected with the Premises during the Term or any extension hereof, or any occupancy hereunder, and Tenant hereby covenants and agrees to indemnify and hold harmless Landlord from all liability, loss, costs and obligations on account of or arising out of any such injuries or losses, however occurring, unless caused by the sole gross negligence, willful misconduct or purposeful omission

of Landlord, its elected officials, agents, or employees. Landlord agrees that Tenant shall have the right to contest the validity of any and all such claims and defend, settle and compromise any and all such claims of any kind or character and by whomsoever claimed, in the name of Landlord, as Tenant may deem necessary, provided that the expenses thereof shall be paid by Tenant. The provisions of this Section shall survive the expiration or other termination of this Lease.

13. Fire and Other Casualty. In the event that all or any portion of any improvements or fixtures within the Premises shall be totally or partially destroyed or damaged by fire or other casualty, then, at Tenant's election, either: (i) this Lease shall continue in full force and effect, and, subject to the applicable provisions of this Lease and Tenant, at Tenant's sole cost and expense, shall rebuild or repair the same; or (ii) this Lease shall terminate with respect to all of the Premises or to such portions of the Premises as Tenant may elect. Landlord and Tenant agree that the provisions of A.R.S. § 33-343 shall not apply to this Lease. In the event that, subject to the applicable provisions of this Lease, Tenant elects to repair or rebuild the improvements, any such repair or rebuilding shall be performed at the sole cost and expense of Tenant. If there are insurance proceeds resulting from such damage or destruction, Tenant shall be solely entitled to such proceeds, whether or not Tenant rebuilds or repairs the improvements or fixtures, subject to the applicable provisions of this Lease and of any Leasehold Mortgage.

14. Condemnation.

14.1 Entire or Partial Condemnation. If the whole or any part of the Premises shall be taken in condemnation proceedings, or by any right of eminent domain, or for any public or quasi-public use, or if Landlord shall deliver to a governmental authority a deed in lieu of condemnation or eminent domain by any competent authority for any public use or purposes during the Term, this Lease shall terminate with respect to the part of the Premises so taken and any other portion of the Premises as may be specified by Tenant. Tenant reserves unto itself the right to claim any and all condemnation awards and to prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage or injury to its leasehold interest (as well as relocation and moving costs), and Landlord shall have no interest therein. In consideration of Tenant's payment for all of the cost of construction of the improvements constituting the Premises, Landlord hereby assigns to Tenant all claims, awards and entitlements relating to the Premises arising from the exercise of the power of condemnation or eminent domain.

14.2 Continuation of Lease. In the event of a taking of less than all of the Premises, this Lease shall continue in effect with respect to the portion of the Premises not so taken or so specified by Tenant to be removed from this Lease.

14.3 Temporary Taking. If the temporary use of the whole or any part of the Premises or the appurtenances thereto shall be taken, the Term shall not be reduced or affected in any way. The entire award of such taking (whether paid by way of damages, rent, or otherwise) shall be payable to Tenant, subject to the applicable provisions of this Lease and of any Leasehold Mortgage.

14.4 Notice of Condemnation. In the event any action is filed to condemn the Premises or Tenant's leasehold estate or any part thereof by any public or quasi-public authority under the power of eminent domain or in the event that an action is filed to acquire the temporary use of the Premises or Tenant's leasehold estate or any part thereto, or in the event that action is

threatened or any public or quasi-public authority communicates to Landlord or Tenant its desire to acquire the temporary use thereof, by a voluntary conveyance or transfer in lieu of condemnation, either Landlord or Tenant shall give prompt notice thereof to the other and to any Leasehold Mortgagee. Landlord, Tenant and each Leasehold Mortgagee shall each have the right, at its own cost and expense, to represent its respective interest in each proceeding, negotiation or settlement with respect to any taking or threatened taking. No agreement, settlement, conveyance or transfer to or with the condemning authority affecting Tenant's leasehold interest shall be made without the consent of Tenant and each Leasehold Mortgagee.

15. Termination Option.

15.1 Grant of Option. Tenant or its successor, including any successor to Tenant's interest hereunder by foreclosure sale, trustee sale, or deed in lieu of foreclosure, shall have the option, in its sole and absolute discretion, exercisable by written notice to Landlord for any reason or for no reason, to terminate this Lease effective thirty (30) days after the date of such notice ("**Option**").

15.2 Title Vesting in Tenant. Simultaneously therewith, and effective as of any termination of this Lease, title to the Premises (including all improvements constituting a part thereof) shall automatically vest in Tenant and Landlord shall comply with the obligations under Section 20.

15.3 Leasehold Mortgagees and Tenant. If there are any Leasehold Mortgagees, Tenant may not as of such time terminate, modify or waive its Option under this Section 15 without the written approval of the Leasehold Mortgagees, and Landlord will not recognize or consent thereto without such approval.

16. Assignment; Subletting.

16.1 Transfer by Tenant. At any time, and from time to time, Tenant shall have the right, in its sole discretion, to assign this Lease and Tenant's leasehold interest as set forth in Subsection 16.2, or to sublease all of or any part of the Premises to any person or entity for any use permitted under this Lease, without the consent of the Landlord.

16.2 Liability. Each assignee, other than any residential subtenant, shall assume all of the obligations of Tenant under this Lease (but not for liabilities or obligations arising prior to such assignment becoming effective). Each assignment shall automatically release the assignor from any personal liability in respect of any obligations or liabilities arising under this Lease from and after the date of assignment, and Landlord shall not seek recourse for any such liability against any assignor or its personal assets. Landlord agrees that performance by a subtenant or assignee of Tenant's obligations under this Lease shall satisfy Tenant's obligations hereunder and Landlord shall accept performance by any such subtenant.

17. Default Remedies; Protection of Leasehold Mortgagee and Subtenants.

17.1 Default. Each of the following is a "**Default**" under this Lease: (a) Tenant's failure to pay rent or other sums required to be paid by Tenant under this Lease within fifteen (15) days following Tenant's receipt of written notice from Landlord stating that such payment was not made prior to its due date; or (b) the Tenant shall not have performed any of the other covenants, terms, conditions or provisions of this Lease within ninety (90) days after Tenant's receipt of written notice from Landlord specifying such failure; provided, however, that with respect to those failures that cannot with due diligence be cured within such ninety (90) day

period, Tenant shall not be deemed to be in default hereunder if Tenant commences to cure such default within such ninety (90) day period and thereafter continues the curing of such default in good-faith with all due diligence.

17.2 Remedies. Upon the occurrence of any Default by Tenant and its continuance beyond any applicable grace or cure period set forth in Section 17.1, subject to the rights, privileges and protections granted to Leasehold Mortgagee pursuant to this Section 17 and Section 18 hereof, Landlord shall have the right and option to pursue all remedies available to it at law or in equity, provided, however that Landlord shall have the right to terminate this Lease only with respect to a Default for a failure of Tenant to procure and maintain insurance as required under Section 11 of this Lease and failure to pay GPLET in accordance with the state law. Any such right to terminate shall be exercised by Landlord through the delivery of written notice to Tenant and all Leasehold Mortgagees, in which case the Premises shall be subject to the provisions of Section 20. Notwithstanding the foregoing or any provision of this Lease to the contrary, Landlord and Tenant each hereby waive any right to seek consequential, punitive, multiple, exemplary or any other damages other than actual damages for a breach of this Lease by either Party.

It is expressly understood (i) time shall be of the essence; (ii) the failure of Landlord to exercise any right hereunder shall not constitute a waiver of any other or further default of Tenant, including any other or further default in the payment of Rent when due; and (iii) except as provided in this Section 17.2, the enumeration herein of express rights, options and privileges shall not limit Landlord thereto nor deprive Landlord of any other remedy or action or cause of action by reason of any default of Tenant, notwithstanding termination of Tenant's right to possession.

Tenant shall pay Landlord for all costs and expenses, including reasonable attorneys' fees and interest on all sums due at the rate of 10% per annum, compounded monthly from each due date until paid in full, incurred by Landlord in connection with the recovery of any rent due and unpaid under the terms of this Lease.

17.3 Leasehold Mortgagee Default Protections. If any Leasehold Mortgagee notifies Landlord in writing of the existence of its Leasehold Mortgage, and the name and address of the Leasehold Mortgagee, then, notwithstanding anything to the contrary to this Lease, until the time, if any, that the Leasehold Mortgage held by such Leasehold Mortgagee shall be satisfied and released of record or the Leasehold Mortgagee notifies Landlord in writing that its Leasehold Mortgage has been satisfied:

(i) No act or agreement between or on the part of Landlord or Tenant to cancel, terminate, surrender, or modify this Lease or Tenant's right to possession shall be binding upon or effective as against the Leasehold Mortgagee without its prior written consent.

(ii) Concurrently with any notice, demand, election or other communication that Landlord gives to Tenant hereunder (hereafter collectively "**Notices**"), Landlord shall give a copy of each such Notice to the Leasehold Mortgagee at the address designated by it. No Notice given by Landlord to Tenant shall be binding upon or affect Tenant

or the Leasehold Mortgagee unless a copy of the Notice shall be given to the Leasehold Mortgagee pursuant to this subsection.

(iii) The Leasehold Mortgagee shall have the right for a period of sixty (60) days after the expiration of any grace period afforded Tenant to perform any term, covenant, or condition and to remedy any default by Tenant hereunder or such longer period as the Leasehold Mortgagee may reasonably require to effect a cure, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant, and the Leasehold Mortgagee shall thereby and hereby be subrogated to the rights of Landlord. The Leasehold Mortgagee shall have the right to enter upon the Premises to give such performance.

(iv) In case of a default by Tenant in the performance or observance of any nonmonetary term, covenant or condition to be performed by it hereunder, if the Leasehold Mortgagee reasonably determines that such default cannot be cured without taking possession of the Premises, in such Leasehold Mortgagee's reasonable opinion, or if the Leasehold Mortgagee cannot cure such default, then Landlord shall not serve a notice of lease termination pursuant to Section 17.2, if and so long as:

(A) the Leasehold Mortgagee shall proceed diligently to obtain possession of the Premises as mortgagee (including possession by a receiver), and, upon obtaining such possession, shall proceed diligently to cure such defaults as are reasonably susceptible of cure (subject to any order by a court of competent jurisdiction staying or otherwise precluding such Leasehold Mortgagee from obtaining such possession); or

(B) the Leasehold Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (unless in the meantime it shall acquire Tenant's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure and subject to any order by a court of competent jurisdiction staying or otherwise precluding such Leasehold Mortgagee from obtaining such possession).

The Leasehold Mortgagee shall not be required to obtain possession or to continue in possession as mortgagee of the Premises pursuant to clause (A) above, or to continue to prosecute foreclosure proceedings pursuant to clause (B) above, if and when the default has been cured.

(v) If any Leasehold Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant, the times specified in Subsections (iv)(A) and (B) above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

(vi) No option of Tenant hereunder may be exercised, and no consent of Tenant allowed or required hereunder shall be effective, without the prior written consent of any Leasehold Mortgagee.

17.4 Protection of Subtenant. Landlord covenants that, notwithstanding any default under or termination of this Lease or of Tenant's possessory rights, Landlord: (i) shall not disturb the peaceful possession of the subtenant under its sublease so long as the subtenant complies with the terms and conditions of its sublease, and in the event of a default by a subtenant, Landlord may only disturb the possession or other rights of the subtenant as provided in the

tenant's sublease, (ii) shall recognize the continued existence of the sublease, (iii) shall accept the subtenant's attornment, as subtenant under the sublease, to Landlord, as landlord under the sublease, and (iv) shall be bound by the provisions of the sublease, including all options, to the extent such provisions can be performed by Landlord. Notwithstanding anything to the contrary in this Lease, no act or agreement between or on the part of Landlord or Tenant to cancel, terminate, surrender or modify this Lease or Tenant's right to possession shall be binding upon or effective as against any subtenant without its prior written consent.

17.5 Liability of Leasehold Mortgagee. If any Leasehold Mortgagee becomes the Tenant hereunder, by foreclosure of the Leasehold Mortgage, or under a new Lease pursuant to Section 18 below, the Parties agree and acknowledge that such Leasehold Mortgagee shall not be liable or responsible for and shall not be deemed to have assumed liability for any prior actions, omissions, defaults, breaches or other events caused by or relating to any prior Tenant and such Leasehold Mortgagee shall only be liable and responsible for acts, omissions, defaults, breaches or events occurring while it is Tenant, but the prior Tenant(s) shall not be released from liability for prior occurrences.

18. New Lease.

18.1 Right to Lease. Landlord agrees that, in the event of termination of this Lease for any reason (including but not limited to any Default by Tenant), at the request of the then first priority Leasehold Mortgagee, Landlord will enter into a new lease of the Premises with the most senior Leasehold Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the original Term of this Lease, at the rent and upon the terms, covenants and conditions herein contained, provided:

(i) Such Leasehold Mortgagee shall make written request upon Landlord for the new lease within sixty (60) days after the date such Leasehold Mortgagee receives written notice from Landlord that the Lease has been terminated;

(ii) Subject to the terms of Section 17.5 above, upon execution and delivery of any such new lease the Leasehold Mortgagee shall pay to Landlord any and all sums which would, at that time, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto all reasonable expenses, including reasonable attorneys' fees, which Landlord shall have incurred by reason of such termination;

(iii) Such Leasehold Mortgagee shall perform and observe all covenants in this Lease to be performed and observed by Tenant, and, subject to the terms of Section 17.3 above, shall further remedy any other conditions which Tenant under the Lease was obligated to perform under its terms, to the extent the same are reasonably susceptible of being cured by the Leasehold Mortgagee; and

(iv) The Tenant under the new lease shall have the same right of occupancy to the buildings and improvements on the Premises as Tenant had under the Lease immediately prior to its termination. Notwithstanding anything to the contrary expressed or implied in this Lease, any new lease made pursuant to this Section 18 shall have the same priority as this Lease with respect to any mortgage, deed of trust, or other lien, charge, or encumbrance on the fee of the Premises, and any sublease under this Lease shall be a sublease under the new Lease and shall not be deemed to have been terminated by their termination of this Lease.

18.2 No Obligation. Nothing herein contained shall require any Leasehold Mortgagee to enter into a new lease pursuant to this Section 18 or to cure any default of Tenant referred to above.

18.3 Possession. If any Leasehold Mortgagee shall demand a new lease as provided in this Section 18, Landlord agrees, at the request of, on behalf of and at the expense of the Leasehold Mortgagee, upon a guaranty from it reasonably satisfactory to Landlord, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original Tenant from the Premises, but not any subtenants actually occupying the Premises or any part thereof.

18.4 Grace Period. Unless and until Landlord has received notice from each Leasehold Mortgagee that the Leasehold Mortgagee elects not to demand a new lease as provided in this Section 18, or until the period therefore has expired, Landlord shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new leases or subleases with respect to the Premises without the prior written consent of each Leasehold Mortgagee.

18.5 Effect of Transfer. Neither the foreclosure of any Leasehold Mortgage (whether by judicial proceedings or by virtue of any power of sale contained in the Leasehold Mortgage), nor any conveyance of the leasehold estate created by this Lease by Tenant to any Leasehold Mortgagee or its designee by an assignment or by a deed in lieu of foreclosure or other similar instrument shall require the consent of Landlord under, or constitute a default under, this Lease, and upon such foreclosure, sale or conveyance, Landlord shall recognize the purchaser or other transferee in connection therewith as the Tenant under this Lease.

19. No Merger. In no event shall the leasehold interest, estate or rights of Tenant hereunder, or of any Leasehold Mortgagee, merge with any interest, estate or rights of Landlord in or to the Premises. Such leasehold interest, estate and rights of Tenant hereunder, and of any Leasehold Mortgagee, shall be deemed to be separate and distinct from Landlord's interest, estate and rights in or to the Premises, notwithstanding that any such interests, estates or rights shall at any time be held by or vested in the same person, corporation or other entity.

20. Surrender, Reconveyance.

20.1 Reconveyance Upon Termination or Expiration. On the last day of the Term or upon any termination of this Lease, whether under Section 15, Section 17 or otherwise, title to the Premises (including all improvements constituting a part thereof) shall automatically vest in Tenant or its successor, or Tenant's successor by foreclosure, as the case may be, at no cost or expense to Tenant other than as set forth in Section 20.4 below. Notwithstanding the foregoing, such automatic vesting shall not occur for any termination of this Lease if a Leasehold Mortgagee exercises its rights pursuant to Section 17 and enters into a new lease as described therein, or until Landlord has received notice from each Leasehold Mortgagee that the Leasehold Mortgagee elects not to demand a new lease as provided in Section 17, or until the period therefor has expired. Without limiting the generality of Section 17, such new lease shall include this Section 20.1 which will allow title to the Premises to vest in Leasehold Mortgagee, as the new Tenant thereunder, or any successor in interest to such Leasehold Mortgagee, upon the expiration or other termination of such new lease.

20.2 Reconveyance Documents. Without limiting the foregoing, promptly upon Tenant's request therefor, Landlord shall execute and deliver to Tenant: (i) a special warranty

deed and bill of sale reconveying all of Landlord's right title and interest in the Premises (including all improvements constituting a part thereof) to Tenant; (ii) a memorandum in recordable form reflecting the termination of this Lease; (iii) an assignment of Landlord's right, title and interest in and to all licenses, permits, guaranties and warranties relating to the ownership or operation of the Premises to which Landlord is a party and which are assignable by Landlord; and (iv) such other reasonable and customary documents as may be required by Tenant or its title insurer including, without limitation, FIRPTA, owner's affidavits and mechanic's lien affidavits, to confirm the termination of this Lease and the revesting of title to the Premises (including all improvements constituting a part thereof) in all respects in Tenant or its successor, or Tenant's successor by foreclosure, as the case may be.

20.3 Title and Warranties. Notwithstanding anything to the contrary in this Section 20.3, Landlord shall convey the Premises to Tenant subject only to: (i) matters affecting title as of the Effective Date, and (ii) matters created by or with the written consent of Tenant. The Premises shall be conveyed "AS IS" without representation or warranty whatsoever. Notwithstanding the prohibition on the creation of any liens by or through Landlord set forth in Section 23.2, upon any reconveyance, Landlord shall satisfy and fully release all liens and monetary encumbrances on the Premises created by Landlord.

20.4 Expenses. All costs of title insurance, escrow fees, recording fees and other expenses of the reconveyance to Tenant, except Landlord's own attorneys' fees and any commissions payable to any broker retained by Landlord, shall be paid by Tenant.

The provisions of this Section 20 shall survive the expiration or other termination of this Lease.

21. Trade Fixtures, Machinery and Equipment. Landlord agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature kept or installed on the Premises by Tenant or Tenant's subtenants may be removed by Tenant or Tenant's subtenants, or their agents and employees, in their discretion, at any time and from time to time during the entire Term or upon the expiration of this Lease. Tenant agrees that in the event of damage to the Premises due to such removal it will reasonably repair or restore the same. Upon request of Tenant or Tenant's assignees or any subtenant, Landlord shall execute and deliver any consent or waiver forms submitted by any vendors, lessors, chattel mortgages or holders or owners of any trade fixtures, machinery, equipment, furniture or other personal property of any kind and description kept or installed on the Premises by any subtenant setting forth the fact that Landlord waives, in favor of such vendor, lessor, chattel mortgagee or any holder or owner, any lien, claim, interest or other right therein superior to that of such vendor, lessor, chattel mortgagee, owner or holder. Landlord shall further acknowledge that property covered by such consent or waiver forms is personal property and is not to become a part of the realty no matter how affixed thereto and that such property may be removed from the Premises by the vendor, lessor, chattel mortgagee, owner or holder at any time upon default by the Tenant or the subtenant in accordance with the terms of such chattel mortgage or other similar documents, free and clear of any claim or lien of Landlord.

22. Estoppel Certificate. Landlord shall at any time and from time to time upon not less than twenty (20) days' prior written notice from Tenant or any Leasehold Mortgagee execute, acknowledge and deliver to Tenant or the Leasehold Mortgagee a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the

nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Landlord's knowledge, any uncured defaults on the part of Tenant hereunder, or specifying such defaults if they are claimed; and (iii) certifying such other matters relating to this Lease as Tenant or the Leasehold Mortgagee may reasonably request. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the leasehold estate and/or the improvements. Landlord's failure to deliver a statement within the time prescribed shall be conclusive upon Landlord (i) that this Lease is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's performance; and (iii) the accuracy of such other matters relating to this Lease as Tenant as may have been set forth in the request.

### 23. General Provisions.

23.1 Attorneys' Fees. In the event of any suit instituted by either Party against the other in any way connected with this Lease, including any action for declaratory or equitable relief, the Parties respectively agree that the successful Party to any such action shall recover from the other Party a reasonable sum for its attorneys' fees and court costs in connection with said suit, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute, with such attorneys' fees and court costs to be fixed by the court.

23.2 Transfer or Encumbrance of Landlord's Interest. Landlord may not transfer or convey its interest in this Lease or in the Premises during the term of this Lease without the prior written consent of Tenant, which consent may be given or withheld in Tenant's sole and absolute discretion. Landlord shall not grant or create mortgages, deeds of trust or other encumbrances of any kind against the Premises or any rights of Landlord hereunder without the consent of Tenant in its sole and absolute discretion, and, without limiting the generality of the foregoing, Landlord shall not take any action that would cause the Premises (including without limitation, Landlord's fee simple interest in the Premises) to be encumbered in any manner whatsoever, nor take any action that would impair Landlord's fee simple title to the Premises without the prior written consent of Tenant, which consent may be given or withheld in Tenant's sole and absolute discretion. Any mortgage, deed of trust or other encumbrance created by Landlord and permitted by Tenant shall be subject to this Lease, all subleases and all their respective provisions including, without limitations, the Option under this Lease and any subleases with respect to the purchase of the Premises.

23.3 Captions; Attachments; Defined Terms. The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits or attachments attached hereto, and addendums and schedules initialed by the Parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular. The obligations contained in this Lease to be performed by Tenant and Landlord shall be binding on Tenant's and Landlord's successors and assigns only during their respective periods of ownership.

23.4. Entire Agreement. This Lease and the Development Agreement between Landlord and Tenant, along with any addenda, exhibits and attachments hereto or thereto,

constitutes the entire agreement between Landlord and Tenant relative to the Premises and this Lease, the Development Agreement and the addenda, exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by the Party to be bound thereby. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease and the Development Agreement, except as set forth in any addenda hereto or thereto.

23.5 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law, provided, however, that the overall intent and agreement of the Parties as set forth in this Lease is not materially vitiated by the invalidity or unenforceability of the term or provision in question.

23.6 Interpretation. The Parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof.

23.7 Binding Effect. All of the provisions hereof shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

23.8 Choice of Law. This Lease shall be governed by the laws of the State of Arizona

23.9 Conflict of Interest, Notice is hereby given of the applicability of A.R.S. § 38-511.

23.10 Memorandum of Land and Improvements Lease. The Parties shall, concurrently with the execution of this Lease, complete, execute, acknowledge and record (at Tenant's expense) a Memorandum of Land and Improvements Lease, a form of which is attached hereto as Attachment 2.

23.11 Notices. Except as otherwise required by law, any notice, demand or other communication given hereunder, shall be in writing and shall be given by personal delivery or be sent by certified or registered U.S. Mail, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

If to Landlord,

City of Chandler  
Economic Development Office (MS 416)  
P. O. Box 4008  
Chandler, AZ 85244-4008  
Attention: Kim Moyers, Downtown Redevelopment Manager  
Phone: 480-782-3045  
Facsimile: 480-782-3040

With a copy to:

Chandler City Attorney Office  
P. O. Box 4008, MS 602  
Chandler, AZ 84244-4008  
Attention: Kay Bigelow  
Phone: 480-782-4642  
Facsimile: 480-782-4652

If to Tenant: \_\_\_\_\_

All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee, and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer (in each case regardless of whether such notice, demand or other communication is received by any other person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this paragraph). Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice sent by facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

23.12 No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

23.13 Negation of Partnership. Landlord shall not become or be deemed a partner or a joint venturer with Tenant by reason of the provisions of this Lease.

23.14 Hold Over. If Tenant shall continue to occupy the Premises after the expiration of the Term hereof without the consent of Landlord, such tenancy shall be from month to month on the same terms and conditions as are set forth herein.

23.15 Leasehold Mortgagee Further Assurances. Landlord and Tenant shall cooperate in, including by suitable amendment from time to time of any provision of this Lease which may be reasonably requested by any proposed Leasehold Mortgagee for the purpose of implementing the mortgagee-protection provisions contained in this Lease, allowing that Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage upon the occurrence of a default under the terms of this Lease and of confirming the elimination of the ability of Tenant to modify, terminate or waive this Lease or any of its provisions without the prior written approval of the Leasehold Mortgagee. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the Term or rent under this Lease nor otherwise in any material respect adversely affect any rights of Landlord under this Lease.

23.16 Interest on Amounts Due. Any amounts due a Party under this Lease, including, without limitation, Rent, shall accrue interest on the unpaid balance, from the date a court of

competent jurisdiction enters a final judgment awarding such amount to the Party, at the rate of 10% per annum or the maximum rate allowable under applicable law (whichever is less), compounded monthly, until paid in full.

24. Nonrecourse. No Chandler Council member, Chandler official, representative, agent, attorney or employee shall be personally liable to Tenant or to any successor in interest to Tenant, in the event of any default or breach by Tenant or for any amount which may become due to Landlord, or with respect to any obligation of Landlord under the terms of this Lease. Notwithstanding anything contained in this Lease to the contrary, the liability of Tenant under this Lease shall be limited solely to the leasehold interest under this Lease and the buildings and other improvements on the Premises and shall not extend to or be enforceable against: (i) any other assets of Tenant, (ii) the individual assets of any of the individuals or entities who are shareholders, members, managers, constituent partners, officers or directors of the general partners, managers or members of Tenant; or (iii) the officers, shareholders, members or managers or constituent partners of Tenant.

25. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

**Attachment 1 to Exhibit H**  
Legal Description of Premises

**Attachment 2 to EXHIBIT H**  
**MEMORANDUM OF LEASE**

**WHEN RECORDED, RETURN TO:**

When recorded, return to:  
City Attorney Office  
Post Office Box 4008, Mailstop 602  
Chandler, Arizona 85244-4008

**MEMORANDUM OF LAND AND IMPROVEMENTS LEASE**

THIS MEMORANDUM OF LAND AND IMPROVEMENTS LEASE (“Memorandum”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between the CITY OF CHANDLER, an Arizona municipal corporation, (“Landlord”) whose address is P. O. Box 4008, Chandler, AZ 84244-4008, and DC LAND, L.L.C., an Arizona limited liability company (“Tenant”) whose address is \_\_\_\_\_.

1. The Landlord and Tenant have entered into that certain Land and Improvements Lease, dated \_\_\_\_\_, 2015 (“Lease”), whereby the Landlord leases to Tenant that real property described in Exhibit A attached hereto and by this reference incorporated herein, together with all rights and privileges appurtenant thereto, and all present and future improvements thereon (collectively the “Premises”) for a term commencing on the Effective Date and ending on the 25<sup>th</sup> anniversary of the Effective Date. The Lease sets forth all terms and provisions relative to the lease of the Premises by Landlord to Tenant. Without limiting the generality of the foregoing, Tenant has the right to mortgage its leasehold interest and there are restrictions on the right of Landlord to transfer or encumber its interest in the Premises or the Lease.

2. This Memorandum is being recorded to give constructive notice to all persons dealing with the Premises that the Landlord leases to Tenant the Premises, and that the Landlord and Tenant consider the Lease to be a binding agreement between the Landlord and Tenant regarding the Premises.

3. This Memorandum is not a complete summary of the Lease. The provisions of this Memorandum shall not be used in interpreting the Lease. In the event of any conflict between the terms and provisions of this Memorandum and the Lease, the terms and provisions of the Lease shall govern and control. A complete copy of the Lease is available for inspection at the office of the Chandler City Clerk, 175 South Arizona Avenue, 1<sup>st</sup> Floor, Chandler, Arizona 85225.

**EXHIBITS I & I-1**  
**Dakota Street Improvements North of Commonwealth Avenue**

# Exhibit I

Existing All-Way Stop

W Buffalo

Reconstruct parking aisles, and add new landscaping.

New road, sidewalk, street lights, and landscaping.

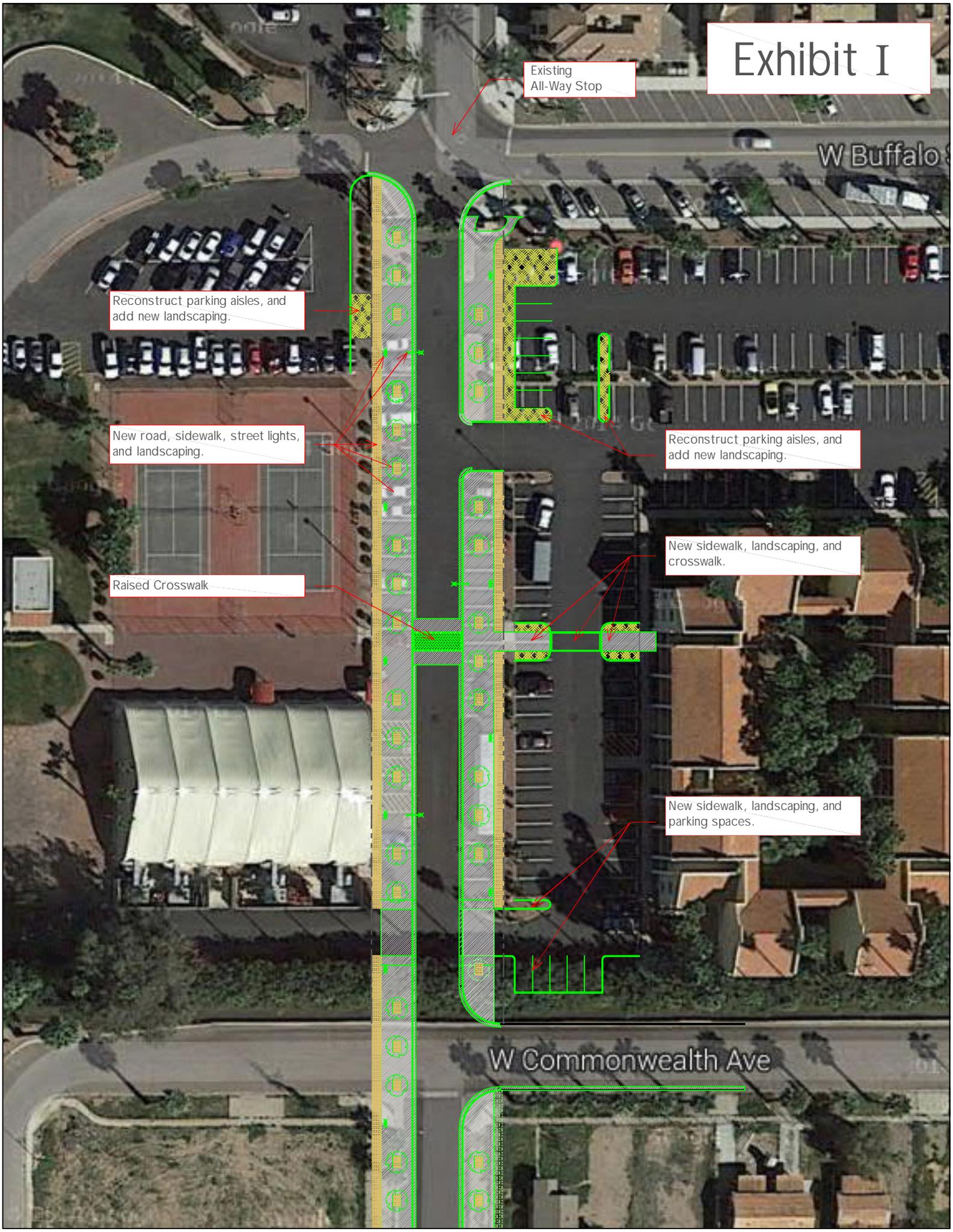
Raised Crosswalk

Reconstruct parking aisles, and add new landscaping.

New sidewalk, landscaping, and crosswalk.

New sidewalk, landscaping, and parking spaces.

W Commonwealth Ave



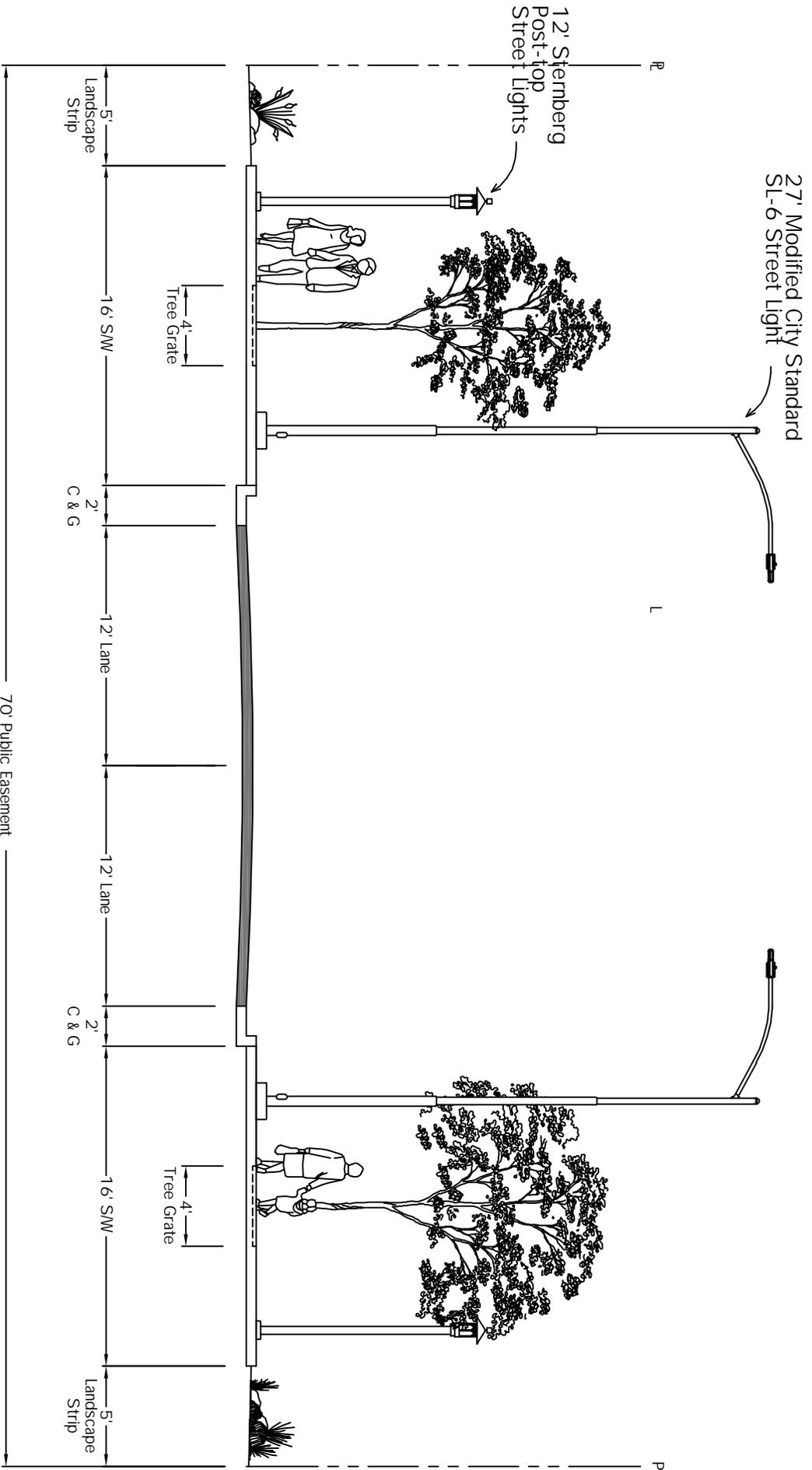
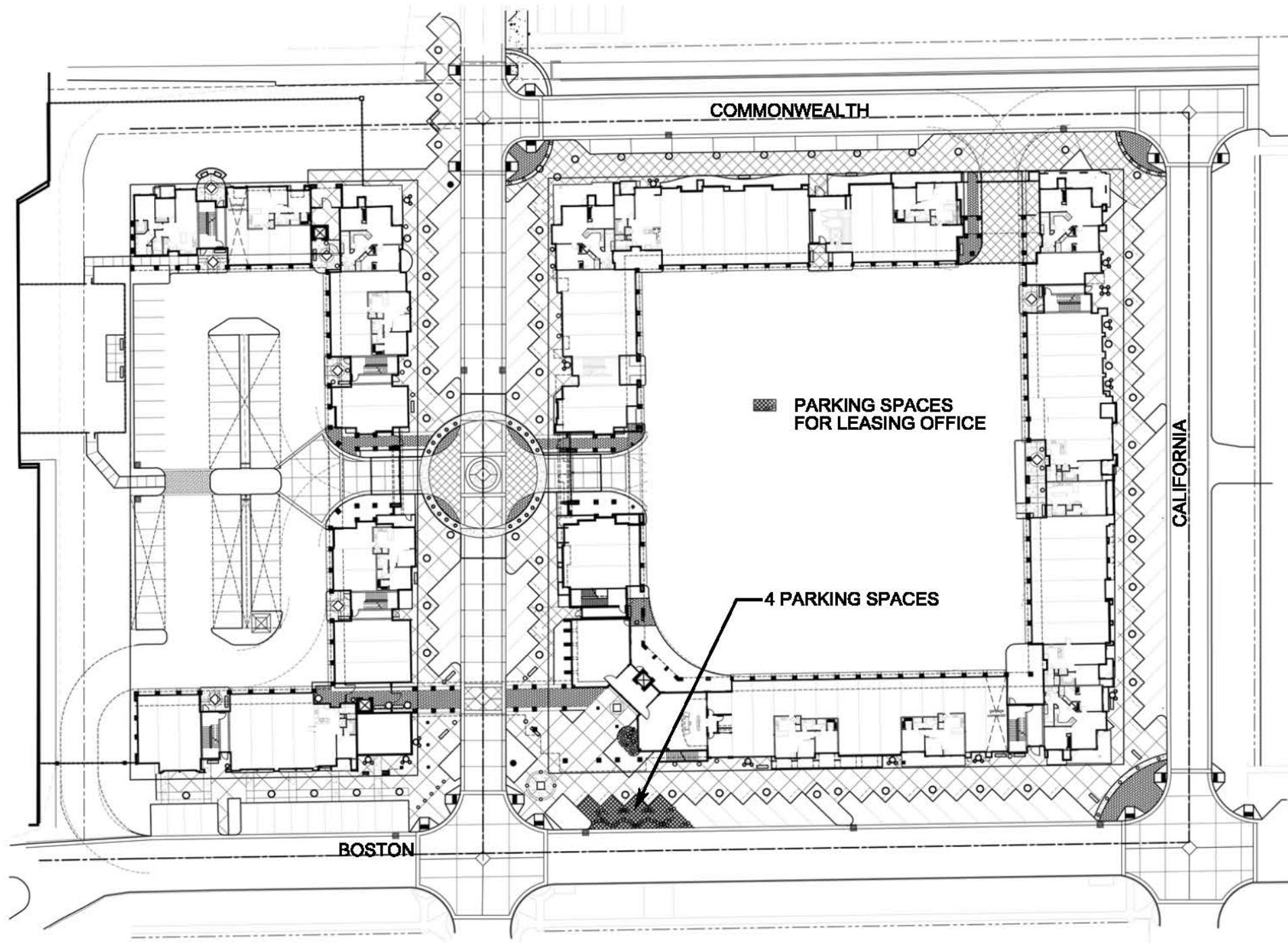


EXHIBIT I-1

DAKOTA STREET CONNECTION  
 (Buffalo St to Commonwealth Ave)

**EXHIBIT J**  
**Location of Leasing Office Parking Spaces**



## **EXHIBIT K**

### **CITY OF CHANDLER AIRSPACE AND RIGHT-OF-WAY EASEMENT AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the City of Chandler, an Arizona municipal corporation (“City”) and \_\_\_\_\_, an Arizona limited liability company (“Developer”) City and Developer are collectively referred to herein as “Parties”.

#### **RECITALS**

WHEREAS, Developer is the owner of certain land within the City of Chandler, County of Maricopa, State of Arizona, generally located in the area between Boston Street, Commonwealth Avenue, Essex Street, and California Street, Chandler, Arizona (hereinafter the “Property”);

WHEREAS, City is the owner of certain right-of-way identified as Dakota Street between Commonwealth Avenue and Boston Street (“Dakota Right-of-Way”), legally described in Attachment 1, attached hereto and incorporated herein by this reference;

WHEREAS, Developer wishes to develop the Property as a multifamily apartment complex as approved and set forth in Chandler Ordinance #4597 (hereinafter the “Project”) with a skybridge connecting the two segments of the Project that border both sides of the above-referenced portion of Dakota Street;

WHEREAS, the Project calls for the construction of a skybridge connecting the two segments of the Project that border the Dakota Right-of-Way encroaching in the airspace of Dakota Street as well as having structures on the street level portion of the Dakota Right-of-way that will support the skybridge; and

WHEREAS, the parties desire by Agreement to provide for the safe and lawful construction and perpetual maintenance of said improvements.

NOW, THEREFORE, IT IS AGREED:

1. The City grants to Developer, its successors and assigns, an Airspace Easement, in perpetuity, in the airspace over, upon and above a certain horizontal plane, \_\_\_\_\_ (\_\_) feet above the sidewalk surface of the Dakota Right-of-Way.

2. The City additionally grants to Developer a perpetual casement on the Dakota Right-of-Way for the purpose of erecting, maintaining, repairing, replacing and having thereon supporting structures for the skybridge described in the Project.

3. Developer shall be responsible for the initial construction of the skybridge and its supporting structure and for the perpetual maintenance of said improvements.

4. Until such time as Developer has completed all of the improvements described herein, and until a Certificate of Completion has been issued therefore, Developer shall comply with the Insurance Requirements set forth in Attachment 2, attached hereto and incorporated herein by this reference. Upon issuance of the Certificate of Completion, the Developer shall maintain the commercial general liability insurance as stated in Attachment 2 in perpetuity.

5. Except for any Claims (defined below) which could have been asserted against City unrelated to the skybridge or Developer's use of the Dakota Right-of-Way or caused by City's gross negligence or willful misconduct, Developer hereby indemnify, defends, and holds harmless the City and its agents, officers and employees from an against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatever character, nature and kind, related to or arising from the skybridge or Developer's exercise of its rights hereunder, whether directly or indirectly arising from or connected with an act or omission of Developer, or an agent, invitee, guest, employee, including, but not limited to, liability, expense and claims for bodily injury, death, personal injury, or property or resource damage, or intentional infliction of harm (collectively, "Claims"). This indemnity shall not require payment of a Claim by the City or any of its officers or employees as a condition precedent to the City's recovery hereunder.

6. Developer shall acquire all necessary permits and comply with all building and zoning requirements.

7. During construction, Developer shall be required to obtain an encroachment permit from the City in order to use the Dakota Right-of-Way.

8. This Airspace Easement constitutes a perpetual covenant running with the land for the benefit of Developer, its successors and assigns.

9. This Airspace Easement may be terminated by Developer if (a) Developer uninstalls the skybridge and all appurtenant structures in, on and above the Dakota Right-of-Way, and, (b) returns the Dakota Right-of-Way to a condition consistent with the remainder of the adjacent right-of-way. The Airspace Easement shall automatically terminate upon Developer's satisfaction of the foregoing and upon delivery of Developer's written notice to City; notwithstanding, either party hereto shall confirm the termination of this Airspace Easement pursuant to this Section 9 by executing and acknowledging a recordable termination within thirty (30) days of written request of the other party. Upon termination, neither party hereto shall have any further rights or obligations hereunder unless such right or obligation expressly survives termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**ATTEST:**

CITY OF CHANDLER, an Arizona  
municipal corporation

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

By \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:**

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

DEVELOPER

\_\_\_\_\_”

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

STATE OF ARIZONA     )  
  )ss  
County of Maricopa     )

The foregoing City of Chandler Airspace Right-of-Way Easement Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_., an Arizona limited liability company, for and on behalf thereof.

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

My Commission Expires:

## **ATTACHMENT 1**

## ATTACHMENT 2

### INSURANCE REQUIREMENTS

#### 1. General.

A. At the same time as execution of this Agreement, the *[Company with whom City contracting]* shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

B. The *[Company with whom City contracting]* and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect *[Company with whom City contracting]* from liabilities that might arise out of the performance of the Agreement services under this Agreement by *[Company with whom City contracting]*, its agents, representatives, employees, or subcontractors and the *[Company with whom City contracting]* is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the *[Company with whom City contracting]* from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the *[Company with whom City contracting]* shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the *[Company with whom City contracting]* in this Agreement. The *[Company with whom City contracting]* is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. **Minimum Scope and Limits of Insurance.** The *[Company with whom City contracting]* shall provide coverage with limits of liability not less than those stated below.

#### A. **Commercial General Liability-Occurrence Form.**

1. *[Company with whom City contracting]* must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

**B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles.** *[Company with whom City contracting]* must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on *[Company with whom City contracting]* owned, hired, and non-owned vehicles assigned to or used in the performance under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

**C. Workers Compensation and Employers Liability Insurance:** *[Company with whom City contracting]* must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of *[Company with whom City contracting]* employees engaged in the performance of Work under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

**D. Builders’ Risk/Installation Floater Insurance:** The *[Company with whom City contracting]* bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the *[Company with whom City contracting]* will purchase and maintain in force Builders’ Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The *[Company with whom City contracting]*’s Builders’ Risk/Installation Floater insurance must be primary and not contributory.

1. Builders’ Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers’ services and expenses and other “soft costs” made necessary by an insured loss. Builders’ Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the *[Company with whom City contracting]*’s control and responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

2. The *[Company with whom City contracting]* must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders’ Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The *[Company with whom City contracting]* will be responsible for any and all deductibles under these policies and the *[Company with whom City contracting]* waives all rights of recovery and subrogation against the City under the *[Company with whom City contracting]*- Builders’ Risk/Installation Floater insurance described herein.

3. Builders’ Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the *[Company with whom City contracting]*, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and *[Company with whom City contracting]* named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

e. The *[Company with whom City contracting]* is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

### **3. Additional Policy Provisions Required.**

A. **Self-Insured Retentions Or Deductibles.** Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. The *[Company with whom City contracting]*'s insurance must contain broad form contractual liability coverage.

C. The *[Company with whom City contracting]*'s insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the *[Company with whom City contracting]* and must not contribute to it.

D. The *[Company with whom City contracting]*'s insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Coverage provided by the *[Company with whom City contracting]* must not be limited to the liability assumed under the indemnification provisions of this Agreement.

F. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the *[Company with whom City contracting]* for the City.

G. The *[Company with whom City contracting]*, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The *[Company with whom City contracting]* must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

H. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

I. Insurance Cancellation During Term of Agreement.

1. If any of the required policies expire during the life of this Agreement, the **[Company with whom City contracting]** must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the **[Company with whom City contracting]** or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

J. **City as Additional Insured.** *The above-referenced policies are to contain, or be endorsed to contain, the following provisions:*

1. *The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the **[Company with whom City contracting]** including the City's general supervision of the **[Company with whom City contracting]**; Products and Completed Operations of the **[Company with whom City contracting]**; and automobiles owned, leased, hired, or borrowed by the **[Company with whom City contracting]**.*

2. *The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the **[Company with whom City contracting]** even if those limits of liability are in excess of those required by this Agreement.*

EXHIBIT L

Offsite Improvement Cost Estimates

<b>Offsite Work for Boston, Dakota, Commonwealth, adjacent sidewalks, gutters and streets.</b>				
These numbers represent estimates. Actual costs will depend on design choices yet to be determined.				
	<b>Boston</b>	<b>Commonwealth</b>	<b>Total</b>	<b>Dakota</b>
<b>Curb &amp; Gutter</b>	10,500	17,550	28,050	15,075
<b>Sidewalk</b>	18,480	28,350	46,830	45,500
<b>Pavers</b>	41,040	35,100	76,140	79,895
<b>Asphalt (Boston and 1/2 street California)</b>	49,776	46,200	95,976	
<b>Street Lights</b>	30,000	30,000	60,000	32,000
<b>Landscaping</b>			225,000	75,000
<b>Storm Drain Work</b>			225,000	100,000
<b>Palm Tree Relocation</b>			23,000	
<b>Staking</b>			40,000	
<b>Misc. Grading</b>			60,000	35,000
<b>Electrical</b>			50,000	35,000
<b>Traffic Control</b>			75,000	25,000
<b>Contingency</b>			100,000	50,000
<b>General Conditions and Profit</b>			100,000	51,000
<b>Sales Tax</b>			55,200	34,000
<b>Total</b>			1,260,196	577,470
<b>Demolition Costs:</b>			\$ 178,222	\$ 24,500
<b>Total Demolition and Offsites</b>			<b>\$ 1,438,418</b>	<b>\$ 601,970</b>
<b>Total with Dakota</b>			<b>\$ 2,040,388</b>	

#5

JUL 06 2015



**Chandler • Arizona**  
*Where Values Make The Difference*

**MEMORANDUM**

**Economic Development – Council Memo ED16-003**

**DATE:** JULY 6, 2015

**TO:** MAYOR AND CITY COUNCIL

**THRU:** MARSHA REED, ACTING CITY MANAGER *MR*

**FROM:** KIM MOYERS, DOWNTOWN REDEVELOPMENT MANAGER *KM*

**SUBJECT:** RESOLUTION NO. 4884 APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHANDLER AND DC LAND, LLC, RELATING TO REAL PROPERTY LOCATED BETWEEN COMMONWEALTH AVENUE TO BOSTON STREET AND ESSEX STREET TO CALIFORNIA STREET; AND AUTHORIZING THE MAYOR TO SIGN ALL RELATED DOCUMENTS AS APPROVED BY THE CITY ATTORNEY.

**RECOMMENDATION:** Staff recommends City Council adopt Resolution No. 4884 approving a development agreement between the City of Chandler and DC Land, LLC, relating to real property located between Commonwealth Avenue to Boston Street and Essex Street to California Street; and authorizing the Mayor to sign all related documents as approved by the City Attorney.

**BACKGROUND/DISCUSSION:** DC Land, LLC has purchased 18 parcels from Essex St. to California St. and Commonwealth Ave. to Boston St. comprising 5.5 acres to develop 200 high-density residential units known as DC Heights. City of Chandler Planning and Zoning Commission approved rezoning on November 19, 2014 with City Council approving rezoning on December 11, 2014.

As part of their development requirements, DC Land, LLC is requesting that the City become the title owner of the property and improvements when completed. Immediately upon conveyance to the City, the City will lease back the property and improvements to DC Land for 25 years. This will take the project out of the normal real property taxes based on assessed value and provide for taxation of the leasehold interest by the Government Property Lease Excise Tax (GPLET) statutes. The tax rates for GPLET property is a specific dollar value per square foot assessment. The current rate for high-density residential projects is \$2.00 per square foot and is divided among all taxing

jurisdictions as dictated by a formula outlined in the statutes. This rate will decrease 20% every 10 years after the completion of the project. Further, because the site is located in both the City's existing Central Business District and the City's Redevelopment Area, the site will also be able to take advantage of an 8-year abatement on all GPLET taxes, as part of the requested incentives. Notices, required by A.R.S. § 42-6206, were sent to Maricopa County Supervisor Barney, Gilbert-Chandler Community College Dr. Lujan, and Chandler Unified School District Superintendent Casteel on June 22, 2015. The statutes require that the City Council wait 60 days after the mailing of the notifications to pass the GPLET provisions in a development agreement so this portion of the development agreement will not be operable until the Council approves it by another resolution after expiration of the 60 day notification period.

In accordance with City Code, the project will be responsible for paying all required System Impact Fees as permits are issued for the buildings.

As part of the Development Agreement, the City assures adequate water and wastewater for the project, as well as reimbursement of street improvements surrounding the project on Commonwealth Ave. and Boston St. identified to be completed by the City in the CIP FY15-16 Budget. The Dakota St. extension between Buffalo St. and Commonwealth Ave., including improvements to the Canal (CIP FY15-16 Budget) will also be part of the agreement allowing for increased vehicular accessibility west of Arizona Ave. Expedited plan review and minor deviations to development standards are also included. Dakota St. between Commonwealth Ave. and Boston St. will be reimbursed in the amount not to exceed \$602,000 with the completion of Dakota St. and completion of sky bridge and pool. Four dedicated parking spaces and public parking are also addressed within the agreement.

**FINANCIAL IMPLICATIONS:** Abatement of Property Tax for an 8-year period due to use of the GPLET program with property being located in both the Central Business District and the Redevelopment Area, and use of the GPLET program for up to 25-years. Reimbursement of DC Land, LLC's construction of streets surrounding the property, through the CIP FY15-16. Dakota St. reimbursement of \$602,000 has been encumbered in the FY14-15 Strategic Economic Development Opportunities account line 101.1291.5921.

**PROPOSED MOTION:** Move City Council adopt Resolution No. 4884 approving a development agreement between the City of Chandler and DC Land, LLC, relating to real property located between Commonwealth Avenue to Boston Street and Essex Street to California Street; and authorizing the Mayor to sign all related documents as approved by the City Attorney.

Attachments: Resolution No. 4884  
Development Agreement  
Site Map

RESOLUTION NO. 4884

A RESOLUTION OF THE CITY OF CHANDLER, ARIZONA,  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF CHANDLER AND DC LAND, LLC, RELATING TO REAL  
PROPERTY LOCATED BETWEEN COMMONWEALTH AVENUE  
TO BOSTON STREET AND ESSEX STREET TO CALIFORNIA  
STREET.

WHEREAS, DC LAND, LLC, (“DC Heights”) desire to develop certain real property in Chandler, Arizona, located between Commonwealth Avenue to Boston Street and Essex Street to California Street; and

WHEREAS, the City of Chandler (“City”) believes that development is beneficial to revitalization of downtown Chandler and provide public benefits for the City and the citizens of Chandler, Arizona;

WHEREAS, the City and DC Land, LLC wish to enter into a development agreement, in accordance with A.R.S. §9-500.05, to address certain matters related to the development of the subject property;

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

Section 1. Approves the City of Chandler entering into a Development Agreement with DC Land, LLC in substantially the form attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 2. Authorize the Mayor of the City of Chandler to execute the Development Agreement and related documents for and on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_ day of July, 2015.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Chandler City Attorney (*kl*)

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4884 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_ day of July, 2015, and that a quorum was present thereat.

---

CITY CLERK

When recorded, return to:

Kay Bigelow  
Chandler City Attorney  
Post Office Box 4008, Mailstop 602  
Chandler, Arizona 85244-4008

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## DC HEIGHTS DEVELOPMENT AGREEMENT

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### ARTICLE I. INTRODUCTION

This Development Agreement (“**Agreement**”) is entered into this \_ day of \_\_\_\_\_, 2015, by and between the CITY OF CHANDLER, Arizona, an Arizona municipal corporation (“**City**”), DC Land, LLC an Arizona limited liability company (“**Owner/Developer**”), The City and Owner/Developer are collectively, the “**Parties.**”

### ARTICLE II. RECITALS

A. Owner/Developer owns fee title to that certain real property legally described on the attached **Exhibit A** (the “**Property**”). The Property is located at the southwest corner of California and Commonwealth streets within the corporate limits of the City of Chandler and in a portion of the City’s Central Business District established pursuant to Resolution No. 4646 approved by the City Council on October 25, 2012. Owner/Developer may construct or cause to be constructed, a multi-family residential development (the “**Project**”) as (i) described and depicted in the DC Heights Urban Living Preliminary Development Plan (“**PDP**”) approved with conditions on December 11, 2014. The PDP is not attached to the recorded copy of this Agreement for technical reasons but is incorporated herein by this reference as **Exhibit B** (and filed in the City Clerk’s office as Document # \_\_\_\_\_) as if fully set forth herein; and (ii) as approved, with eight (8) conditions. by City on January 8, 2015, in connection with the Planned Area Development District zoning designation in City Ordinance #4597 (“**Zoning Designation**”), attached hereto as **Exhibit C**.

City and Owner/Developer hereby anticipate that development of the Project, within the term of this Agreement, will result in increased property values of at least one hundred percent, increased tax revenues, encouragement toward the redevelopment of adjacent properties and will otherwise improve or enhance the economic welfare of the inhabitants of the City.

C. This Agreement is intended to set forth certain obligations and commitments of the Parties with respect to the contemplated development of the Property. The Parties intend for and are entering into this Agreement to be a “Development Agreement” within the meaning of A.R.S. § 9-500.05.

D. City has determined that the proposed development of the Property is in accordance with this Agreement and is consistent with City’s General Plan.

E. The Owner/Developer’s completion of the Reimbursable Improvements will assist in the revitalization and redevelopment of more than just the Property but also in the whole of downtown Chandler which is designated under the Arizona Revised Statutes, Title 36, Chapter 12, Article 3 as a Redevelopment Area.

1. California Street Improvements. Owner/Developer will, at its sole cost and expense, construct the west half-street of California Street between Commonwealth and Boston streets in accordance with the details and as depicted in the attached **Exhibit** (“**California Street Improvements**”),
  2. Essex Street Landscaping. Owner/Developer will, at its sole cost and expense, install the landscaping improvements on the Essex Street right-of-way from the intersection of Commonwealth and Essex streets and along Essex Street through to Boston Street in accordance with the details and as depicted in the Preliminary Landscape Plans incorporated in **Exhibit B**, Tab B (“**Essex Street Landscaping**”).
- D. Owner/Developer’s Ongoing Obligations.
1. Essex Street Landscaping. After the installation of the Essex Landscaping, Owner/Developer shall maintain the Essex Landscaping in the same condition as other Project landscaping.
  2. Angled Parking Maintenance. Owner/Developer is responsible to keep angled public parking spaces on the public streets on the Project perimeter reasonably clean, including sweeping them on a least a monthly basis.

## VII. PARTIES’ OBLIGATIONS.

### A. City Obligations.

1. Off-Site Dakota Improvements. City, at its sole cost and expense, shall complete certain street improvements on Dakota Street between the southern portion of the parking lot of the San Marco Hotel and Commonwealth Avenue as depicted on the attached Exhibits I and I-1. (“**Off-Site Dakota Improvements**”). The construction work for the Off-Site Dakota Improvements shall commence and be completed within a reasonable period of time following final approval by the City Council of the Fiscal Year 2015-2016 budget and capital improvement program.

### B. Owner/Developer Improvements Subject to Reimbursement by City. If the Owner/Developer develops the Project in accordance with this Agreement (including roadway detail in accordance with Exhibits D through F-1, inclusive, even if inconsistent with the PDP), the Zoning Designation and the PDP (except providing the Skybridge and Rooftop Pool) The public improvements set forth in this Section VII.B are subject to reimbursement in accordance with Article IX,

1. Demolition of Current Improvements. Upon Owner/Developer’s Completion of the demolition of the improvements existing on the real property underlying any of the areas in which Owner/Developer is completing public improvements in accordance with Sections VI.C and VII.B (as generally shown on Exhibit E) (“**Demolition**”), the City will reimburse the Owner/Developer the costs of demolition as provided in Section IX below, as generally estimated on the attached **Exhibit L** in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less.

2. Commonwealth-Boston Street Improvements. Upon Owner/Developer's Completion and City's acceptance, of certain street improvements along the Property frontage on west Commonwealth Avenue and Boston Street between California Street and Dakota Street ("**Commonwealth-Boston Street Improvements**") in accordance with the detail and description in Exhibits F and F-1, the City will reimburse the Owner/Developer the costs of construction of the Commonwealth-Boston Street Improvements as provided in Section IX; such improvements shall include, without limitation, all costs of landscaping, sidewalk, curbs, gutter, paving, on-street parking, street lights and other related improvements as generally estimated on the attached **Exhibit L** in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less.
  3. Intersection Improvements. Upon Owner/Developer's Completion and City's acceptance of street intersections at the Dakota Street and Commonwealth Avenue, Commonwealth Avenue and California Street, California and Boston streets, Boston and Dakota streets to ADA required standards as depicted and described on the attached Exhibits D and F-1 ("**Intersection Improvements**"), the City will reimburse the Owner/Developer the costs of construction of the Intersection Improvements as provided in Section IX below; such improvements shall include, without limitation, all hard costs of such improvements, as generally estimated on the attached **Exhibit L** in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less.
  4. Stormwater Drain Improvements. Upon Owner/Developer's provision of the stormwater drain inlets and other improvements to retain post-development stormwater run-off as set forth in the City's Engineering standards (the "**Stormwater Drain Improvements**"), the City will reimburse the Owner/Developer for the costs of such construction or installation as generally estimated on the attached **Exhibit L** in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less..
- C. Expedited Plan Review. Subject to Applicable Laws, City and Owner/Developer will cooperate reasonably in processing the approval or issuance of any abandonments, permits, site plans, subdivision plats or other development approvals requested in connection with development of the Project. City further agrees that no unusual or extraordinary review or inspection requirements will be imposed by City and that City shall conduct all required inspections as expeditiously as possible. Owner/Developer shall be granted expedited review and processing of building plan submittals, building permit applications, and required inspections, at no additional cost to Owner/Developer.
- D. City Services. Upon Owner/Developer's compliance with the terms and conditions of this Agreement, the City shall provide all municipal services to the Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

- E. Chandler Improvement Company. If the Chandler Improvement Company, its successors or heirs, or any other Person claiming rights thereunder (collectively, "CIC"), claims any right or interest in or title to any real property being abandoned in connection with an application for abandonment submitted to the City by Owner/Developer or contemplated herein, the City shall take any and all actions, using its best efforts, to cause title to such abandoned real property to vest in the current owners of the real property adjacent to abandoned real property pursuant to the Applicable Laws. Without limiting the forgoing, the City agrees to support Owner/Developer against any CIC claim to abandoned property, including, but not limited to, joining in any litigation against CIC, at the City's sole cost and expense.

**VIII. DAKOTA STREET IMPROVEMENTS.** Upon Owner/Developer's Completion and City's acceptance, of the on-site roadway improvements for Dakota Street between Commonwealth and Boston streets ("**Dakota Street Improvements**") in accordance with the detail and depiction set forth in **Exhibits D** and **D-1** and if the Owner/Developer has built the Skybridge and Rooftop Pool as part of the Project, the City will reimburse the Owner/Developer the costs of construction of the Dakota Street Improvements, which shall include, without limitation, all costs of landscaping, sidewalk, curbs, gutter, paving, on-street parking, street lights and other related improvements, as generally estimated on the attached **Exhibit L** in an amount not to exceed the actual cost or the estimated cost in Section IX.A, whichever is less. If Owner/Developer opts to construct the Skybridge and Rooftop Pool as part of the Project and City accepts the Dakota Street Improvements as set forth herein, the Dakota Street Improvements are a component of the Reimbursable Improvements and subject to reimbursement in accordance with Article IX.

**IX. REIMBURSEMENT OF CERTAIN IMPROVEMENT COSTS.**

A. Agreement to Reimburse. To the degree that the various component costs of the Reimbursable Improvements have been properly bid in accordance with Section VI.B, the City shall reimburse Owner/Developer for all of Owner/Developer's costs and expenses in connection with the "**Reimbursable Improvements**" (as set forth in Section VII.B), in the manner and within the timeframe contemplated by this Agreement; provided that City's obligation to reimburse pursuant to this Section IX shall not exceed \$202,722 for demolition, plus \$1,302,076 for the other Reimbursable Improvements for a total of \$1,504,798 (the "**Reimbursement Cap**"). Notwithstanding the foregoing, if Developer, at its sole discretion, constructs a Skybridge and a Rooftop Pool as contemplated by the PDP, the City shall reimburse the Owner/Developer for the actual cost of construction of the Dakota Street Improvements, or \$601,967, whichever is less.

B. Commencement of Reimbursement Payments. Within thirty (30) days of the City's receipt of a complete Application for Payment (defined in Section IX.C)IX.C the City shall pay to Owner/Developer the amount properly stated in the Application for Payment.

C. Application for Payment. Upon the City's acceptance of the Reimbursable Improvements, Owner/Developer may request reimbursement under this Section IX by delivering to the City a written "Application for Payment" that shall clearly state the amount of such request, a statement by a licensed contractor certifying that the work that is subject of the Application has been completed in the manner required by the City.

**X. DEDICATION, ACCEPTANCE AND MAINTENANCE OF PUBLIC IMPROVEMENTS.**

A. When Owner/Developer completes construction of the public improvements required by this Agreement and the Applicable Laws, upon written request of either Party, the City shall inspect and determine the acceptability of the Public Improvements in compliance with the normal City procedures, regulations and ordinances..

**XI. GOVERNMENT PROPERTY LEASE EXCISE TAX .**

A. **Delayed Effectiveness.** Article XI is not operable unless, and until, the City of Chandler adopts a resolution approving the terms and conditions of this Article XI no sooner than sixty (60) days from June 22, 2015, in accordance with A.R.S. § 42-6206.

B. **Government Property Lease Excise Tax.** Except during any properly exercised abatement period thereof, the Owner/Developer will be responsible for the Government Property Lease Excise Tax (“GPLET”) pursuant to the Arizona Revised Statutes, Title 42, Chapter 6, Article 5, during the term of the Lease.

C. In accordance with A.R.S. § 42-6206(A), failure by the Owner/Developer to pay the GPLET during the nonabatement period of the Lease after notice and an opportunity to cure, in accordance with Section XII.A, is an Event of Default that could result in termination of the lease and divesting the Owner/Developer of any interest in or right of occupancy of the Property and/or Project.

D. **GPLET Abatement.** The City has determined that the development of the Property with the Project and the lease of all or a portion of the Project subject to tax abatement and tax liability under the Government Property Lease Excise Tax (A.R.S. § 42-6201, *et seq.*) (“GPLET”) will enhance the economic viability of the City in numerous ways, including, without limitation, (A) increasing transaction privilege tax revenues and other revenues to the City, (B) increasing the City’s employment base, (C) stimulating further economic development, and (D) otherwise improving and enhancing the economic welfare of the residents of the City; and (E) is not likely to occur without the benefits provided in this Agreement; and (F) will generate revenues and other benefits to the City that outweigh or are not disproportionate to the costs associated with these benefits.

**1. GPLET Procedure.**

a) City hereby acknowledges and agrees that if the Project is completed and Developer has otherwise satisfied its obligations, in all material respects, under this Agreement, then Developer shall be entitled to the statutorily-authorized eight (8) year abatement of GPLET available pursuant to the provisions of A.R.S. §§ 42-6201 through 42-6210, inclusive.

b) Chandler acknowledges that Owner/Developer’s execution of this Agreement by Owner/Developer constitutes its or its permitted assigns’ application for the tax abatement provided by A.R.S. 42-6209(B).

c) If the Project meets the statutory minimum requirements of the GPLET statutes, upon issuance of the last Certificate of Occupancy for the

Project, (i) Owner/Developer may convey the Property to City, within not more than six (6) months from the date of the Project's Certificate of Occupancy, by a special warranty deed in substantially the form of **Exhibit G** attached hereto and City shall accept such conveyance, and (ii) contemporaneously with such conveyance, City shall lease back the Property to Owner/Developer pursuant to a Government Property Land and Improvements Lease substantially in the form attached hereto as **Exhibit H** (the "Lease").

**d)** The term of the Lease shall be twenty-five (25) years from the date of conveyance of the Property to the City.

**e)** The Property must be conveyed to the City free of all monetary liens or encumbrances other than liens for current property taxes and assessments not yet due and payable that shall remain Owner/Developer's obligation for payment pursuant to the terms of the Lease. Any deed of trust liens on the Property securing financing for development of the Project shall be released from the fee interest in the Property and converted to leasehold deeds of trust encumbering only Owner/Developer's leasehold interest under the Lease contemporaneously with conveyance of the Property to City.

## **XII. GENERAL PROVISIONS.**

### **A. Defaults.**

- 1. Events of Default.** It shall be a default under this Agreement if either Party fails to perform any of its obligations hereunder including Owner/Developer's failure to pay the GPLET (see Section XI.C)
- 2. Remedies.** In the Event of Default hereunder and failure by the defaulting Party to timely are the default as provided in Section XII.A.3, the non-defaulting Party shall have all remedies available to it at law or in equity. Either Party may institute a legal action to cure, correct or remedy any default to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief in the nature of mandamus and actions for damages, provided, however the claims for damages shall be limited to actual damages. The Parties hereby waive any right to seek consequential, punitive, multiple exemplary or any other damages other than actual damages for a breach of this Agreement by either Party.
- 3. Grace Periods; Notice and Cure.** Upon the occurrence of an Event of Default by a Party, such Party shall, upon receipt of written notice from the non-defaulting Party, promptly proceed to cure or remedy such default. Monetary defaults shall be cured within ten (10) days after defaulting Party's receipt of such written notice and non-monetary defaults shall be cured within thirty (30) days after defaulting Party's receipt of such written notice. The non-defaulting Party shall not exercise any remedies pursuant to Subsection

XII.A.2, until and unless the applicable cure period described in this Subsection XII.A.3 has expired and the default remains uncured at such time.

**B. Representations.**

**1. City Representations.** City represents and warrants to Owner/Developer that:

**a)** City is a duly formed municipal corporation validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of City is authorized and empowered to bind City.

**b)** City has the full right, power and authorization to enter into and perform this Agreement and each of City's obligations and undertakings under this Agreement, and City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of its Charter and Arizona law.

**c)** All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance; provided, however, the Parties hereby acknowledge and agree that pursuant to City's City Charter additional documents may require approval from City Council with respect to the final form of GPLET Lease.

**2. Owner/Developer Representations.** Owner/Developer represents and warrants to City that: \

**a)** Owner/Developer is duly formed and validly existing under Arizona law.

**b)** Owner/Developer has the full right, power and authorization to enter into and perform the obligations and undertakings of Owner/Developer under this Agreement, and the execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

**c)** All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

**C. No Waiver of Regulatory Power of City.** Unless specifically and explicitly stated herein, the City is not waiving any existing regulatory power routinely applied to development of similar projects or property within the City.

**D. Further Acts.** Each of the Parties hereto shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary from time to time, to carry out the matters contemplated herein.

**E. Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the non-

defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

- F. Force Majeure. Notwithstanding any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of god, or other events beyond the control of such party, the time period provided herein for the performance by such Party of such duty or obligations shall be extended for a period equal to the delay occasioned by such events (each, a “**Force Majeure Event**”).
- G. Individual Nonliability. No City Council member, City official, representative, agent, attorney or employee shall be personally liable to Owner/Developer or to any successor in interest of Owner/Developer, in the event of any default or breach by City or for any amount which may become due to Owner/Developer or its successor, or with respect to any obligation of City under this Agreement. No officer, director, shareholder, member, manager, representative, agent or employee of Owner/Developer shall be personally liable to the City or to any successor in interest of City, in the event of any default or breach by Owner/Developer or for any amount which may become due to City or its successor, or with respect to any obligation of Owner/Developer under this Agreement.
- H. Waiver of Right to Trial by Jury. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each Party waives any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the court.
- I. Indemnifications, Warranties, and Representations Survive. All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a party is untrue, the other Party shall have all rights and remedies available at law, in equity, or as provided in this Agreement. The provisions of this Agreement wherein a Party has explicitly indemnified, made warranty or representations to the other Party shall survive the expiration or earlier termination of this Agreement.
- J. Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.
- K. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.
- L. Successors & Assigns of Property. All the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. §9-500.05(D).

- M.** Recitals & Exhibits. The Recitals set forth in Article II are incorporated herein by this reference and form a part of this Agreement. The Parties agree that all references to the Exhibits incorporated into and attached to this Agreement are an integral part of this Agreement for all purposes. References to sections or exhibits are to those designated sections or exhibits that are a part of this Agreement unless otherwise qualified. In the event of a conflict between the text of this Agreement and the attached or incorporated Exhibits, the text of this Agreement shall control. A conflict among attached or incorporated Exhibits shall be resolved by the more specific Exhibit over the more general Exhibit, unless the context explicitly requires otherwise. Notwithstanding the rest of this paragraph, the roadway details shown in Exhibits D through F-1, inclusive, shall control over such detail shown in the PDP.
- N.** Entire Agreement. This Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.
- O.** Amendment. No change or addition is to be made to this Agreement except by written amendment executed by all the Parties. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona.
- P.** Construction. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. If this Agreement uses the term "day," it shall mean calendar day unless otherwise specified or modified. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement. If a cross-reference within any provision cites a particular section or subsection number of this Agreement, it shall be a reference to the referred section or subsection and its subparts.
- Q.** No Partnerships, Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Owner/Developer under this Agreement
- R.** Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been fully delivered upon personal delivery or as of the second business day after mailing by United States Mail, postage prepaid, by Certified Mail, return receipt requested, addressed as follows:

To City: City Manager

City of Chandler  
175 Arizona Avenue, Fifth Floor  
Chandler, AZ 85225-5540

Mailing address: Post Office Box 4008,  
Mailstop 605  
Chandler, Arizona 85244

Copy to: City Attorney  
Chandler City Attorney Office  
175 Arizona Avenue, Second Floor  
Chandler, AZ 85225-5540

Mailing address: Post Office Box 4008, MS 602  
Chandler, Arizona 85244

To Owner/  
Developer: DC Land, LLC  
2415 East Camelback Road, Suite 700  
Phoenix, Arizona 85016  
Attn: Thomas F. Gardner

Copy to: Michael Withey  
Withey Morris, P.L.C.  
2525 E. Biltmore Circle, Suite A-212  
Phoenix, AZ 85016

Notice of address may be changed by any Party by giving notice to the other Parties in writing of a change of address. Such change shall be deemed to have been effectively noticed five days after mailed by the Party changing its address.

**S. Limited Severability.**

1. In the unlikely event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. Notwithstanding the foregoing sentence, however, this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

2. If the Agreement cannot be retroactively reformed in such a way that it provides essentially the same rights and benefits to the Parties then either Party may terminate the Agreement without further rights or liabilities to the other Party other than those that expressly survive termination.

**T. Attorneys' Fees.** If any judicial proceeding is initiated by any Party hereto with respect to this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection

with such legal proceeding (including non-judicial proceedings), including, without limitation, its reasonable attorneys' fees.

U. Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona not later than ten (10) days after execution of the Agreement by the Parties.

V. Time of Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

(Signatures on following page)

**CITY:**

**OWNER/DEVELOPER:**

**CITY OF CHANDLER**, an Arizona municipal corporation      DC Land, LLC, an Arizona limited liability company

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

Mayor

DATE: \_\_\_\_\_, 2015

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

Name:

DATE: \_\_\_\_\_, 2015

ATTESTED TO:

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

APPROVED BY:

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

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, in his capacity as Mayor of the City of Chandler, Arizona.

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

My Commission Expires:

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, in his capacity as Manager/Member of DC Land, LLC.

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

My Commission Expires:

(other Exhibits are separate documents)



Project Site

Commonwealth Ave.

Essex St.

Boston St.

Dakota St.

California St.

Arizona Ave.

Chicago St.

### Vicinity Map



DC Heights

## EXHIBIT A

### Legal Description of the Property

Being a portion of the Northeast Quarter of Section 33, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows;

Lots 569 through 586, ORIGINAL TOWNSITE OF CHANDLER, according to book 5 of Maps, Page 34, Records of Maricopa County.

Description encompasses 138,600 square feet, or 3.18 acres more or less.

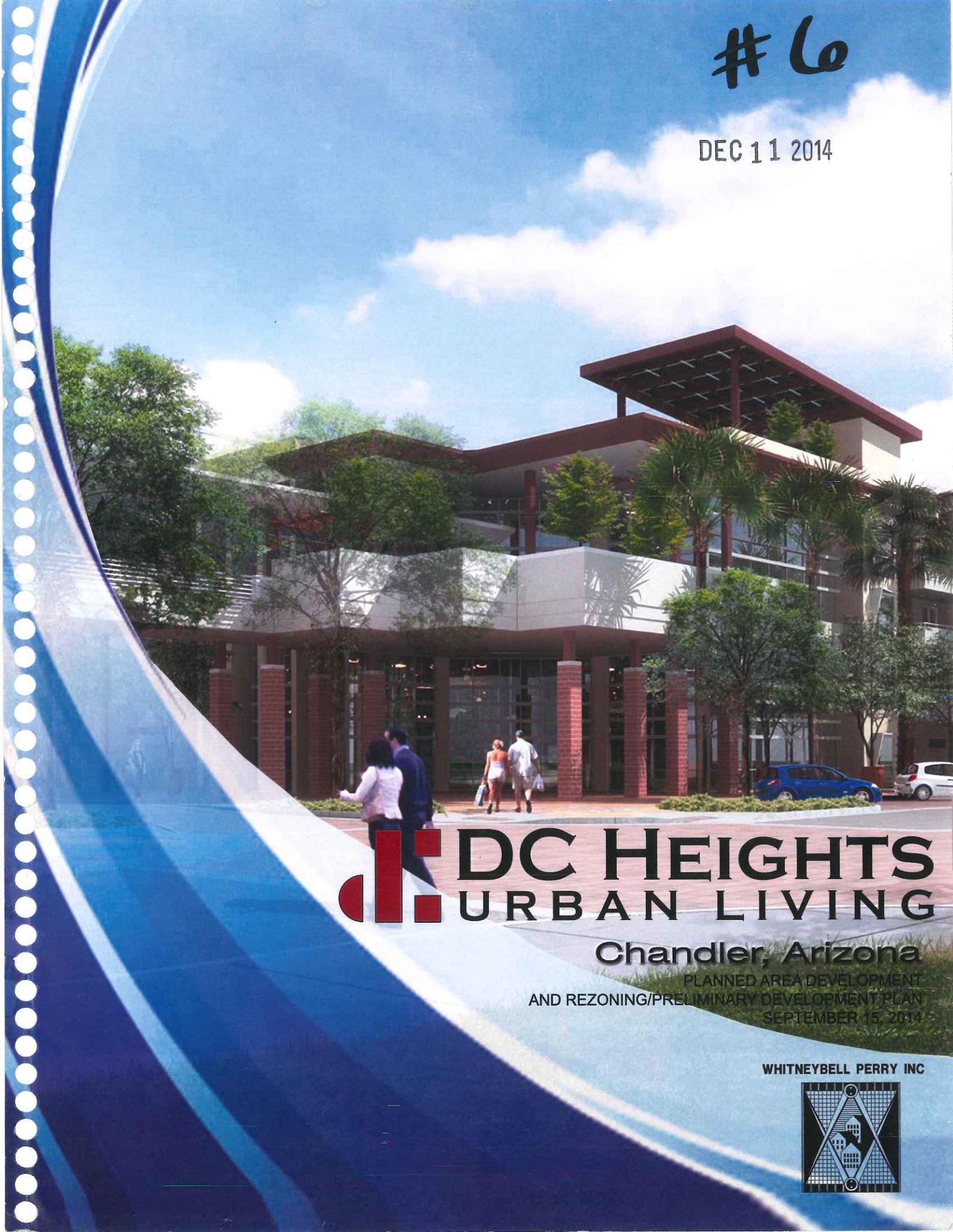
## EXHIBIT B

### Incorporation of DC Heights Urban Living Preliminary Development Plan

The original DC Heights Development Agreement includes a hard copy of the DC Heights Urban Living Preliminary Development Plan. The copy recorded in the office of the Maricopa County Recorder's office; however, does not include it. Exhibit B is nonetheless incorporated into this Agreement in accordance with Section II.A.

# 6

DEC 11 2014



 **DC HEIGHTS**  
**URBAN LIVING**

**Chandler, Arizona**

PLANNED AREA DEVELOPMENT  
AND REZONING/PRELIMINARY DEVELOPMENT PLAN  
SEPTEMBER 15, 2014

WHITNEYBELL PERRY INC



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## DEVELOPER

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**DC HEIGHTS LLC**

2415 E CAMELBACK ROAD  
SUITE 700  
PHOENIX, AZ 85016

PHONE: 602-381-2589  
CONTACT: THOMAS F. GARDNER  
EMAIL: TG@GARDNERREALESTATE.COM

## ARCHITECT

---



**WHITNEYBELL PERRY INC**  
ARCHITECTURE & PLANNING  
PHOENIX ■ CHANDLER

575 W CHANDLER BLVD  
SUITE 123  
CHANDLER, AZ 85225

PHONE: 602-265-1891  
CONTACT: MIKE PERRY AIA  
EMAIL: MIKE@WHITNEYBELLPERRY.COM

## CONSULTANTS

---



1102 EAST MISSOURI AVENUE  
PHOENIX, AZ 85014

PHONE: 602-265-1891  
CONTACT: DAVID SOLTYSIK PE  
EMAIL: DSOLTYSIK@TERRASCOPECONSULTING.COM

**phillip r. ryan**  
landscape architect p.c.  
landscape architecture & planning  
575 w. chandler blvd., suite 229  
chandler, arizona 85225  
(480) 899-5813 fax (480) 963-3674

3847 E BEECHNUT PLACE  
CHANDLER, ARIZONA 85225

PHONE: 480-899-5813  
CONTACT: PHILIP R. RYAN  
EMAIL: MAIL@RYANASSOCIATESONLINE.NET



4115 N 15TH AVENUE  
PHOENIX, ARIZONA 85015

PHONE: 602-265-1559  
CONTACT: RICHARD C. PANOPIO  
EMAIL: RICHP@NPENGINEERING.COM

**PROJECT TEAM**

### DC HEIGHT - EAST

GROSS AREA (TO CENTERLINE): 3.40 ACRES  
SITE AREA (NET): 2.26 ACRES

<u>UNIT TYPE</u>	<u># OF UNITS</u>
STUDIO UNIT	11 UNITS
1 BEDROOM UNIT	53 UNITS
2 BEDROOM UNIT	41 UNITS
<u>TOTAL</u>	<u>105 UNITS</u>

DENSITY (NET): 105 UNITS/2.26 ACRES = 46.5 D.U./ACRE

<u>PROVIDED PARKING</u>	<u># OF P.S.</u>
SURFACE:	80 P.S.
GARAGE:	44 P.S.
TANDEM:	35 P.S.
STREET: (TOTAL 69 P.S. - 25% DC HEIGHTS VISTORS)	17 P.S.
<u>TOTAL P.S. ON SITE:</u>	<u>159 P.S.</u>
TOTAL P.S.	176 P.S.

### DC HEIGHT - WEST

GROSS AREA (TO CENTERLINE): 1.92 ACRES  
SITE AREA (NET): 1.13ACRES

<u>UNIT TYPE</u>	<u># OF UNITS</u>
STUDIO UNIT	4 UNITS
1 BEDROOM UNIT	30 UNITS
2 BEDROOM UNIT	19 UNITS
<u>TOTAL</u>	<u>53 UNITS</u>

DENSITY (NET): 53 UNITS/1.13 ACRES = 46.9 D.U./ACRE

<u>PROVIDED PARKING</u>	<u># OF P.S.</u>
SURFACE:	48 P.S.
GARAGE:	23 P.S.
TANDEM:	13 P.S.
STREET: (TOTAL 21 P.S. - 25% DC HEIGHTS VISTORS)	5 P.S.
<u>TOTAL P.S. ON SITE:</u>	<u>84 P.S.</u>
TOTAL P.S.	89 P.S.

### DC HEIGHT - OVERALL

GROSS AREA (TO CENTERLINE): 5.32 ACRES  
SITE AREA (NET): 3.39 ACRES

<u>UNIT TYPE</u>	<u># OF UNITS</u>
STUDIO UNIT	15 UNITS
1 BEDROOM UNIT	83 UNITS
2 BEDROOM UNIT	60 UNITS
<u>TOTAL</u>	<u>158 UNITS</u>

DENSITY (GROSS): 158 UNITS/5.32 ACRES = 29.7 D.U./ACRE  
(NET): 158 UNITS/3.39 ACRES = 46.6 D.U./ACRE

<u>PROVIDED PARKING</u>	<u># OF P.S.</u>
SURFACE:	128 P.S.
GARAGE:	67 P.S.
TANDEM:	48 P.S.
STREET: (TOTAL 90 P.S. - 25% DC HEIGHTS VISTORS)	22 P.S.
<u>TOTAL P.S. ON SITE:</u>	<u>243 P.S.</u>
TOTAL P.S.	265 P.S.

**DC HEIGHTS**  
**SEC W COMMONWEALTH AVENUE AND S CALIFORNIA STREET**  
**PLANNED AREA DEVELOPMENT ZONING, AND PRELIMINARY DEVELOPMENT PLAN**  
**SEPTEMBER 10, 2014**

**I. Introduction**

**A. Project Overview**

The subject property is located at the Southwest corner of West Commonwealth Avenue and California Street and extends west to include Essex Street. The Site encompasses approximately 5.33 gross acres of vacant land (the "Property"). The Property is divided into two parts by Dakota street, the larger eastern area is 3.40 gross acres and the smaller western portion is 1.92 gross acres. The Property is currently zoned Multi-Family Residential (MF-2). See Aerial Map at **Tab A**.

The proposed request is to re-zone the Property for a PAD Multi-Family with mid-rise overlay site containing a luxury, multi-family residential community along with limited retail and restaurant uses. Both components will follow a refined "Contemporary Urban" theme using regionally appropriate materials, with clean massing, colors, and details. The site is walking distance to the vibrant Downtown Chandler Historic Square filled with shopping, restaurants, and offices. This residential complex will bring life and commerce to these areas, as well as to future growth and development areas.

The residential component of the development consists of a variety of residences distributed within two buildings. These buildings range in height from two-story, three-story and four-story. The community will include an elevated resort-style swimming pool with a cabana and amenities. A pedestrian bridge between the buildings is provided at the third floor to link the buildings across Dakota. The Clubhouse, located in the northeast corner of Dakota and Boston, contains a social event room, kitchen, game room, roof decks, a two story fitness facility and yoga center with direct proximity and visual connection to the main pool area.

The limited retail/restaurant component includes flexible, open floor plans to include options such as a small restaurant, cafe, deli, specialty shops, professional services, and/or other neighborhood retail uses.

**1. Summary of Requests**

This application requests rezoning from MF-2 to Planned Area Development (PAD) Multi-Family with limited retail/restaurant uses with mid-rise overlay zoning, and a Preliminary Development Plan (PDP).

**2. Relationship to Adjacent Properties**

The Property is currently vacant and zoned MF-2. The land to the North and across West Commonwealth Avenue is zoned PAD. The adjacent land to the East is zoned CCD. The adjacent land to the South is MF-2, but is in the "Future Growth Area" of the South Arizona Avenue Corridor Area Plan. The land located West across Essex is zoned CCD/SF-10. Please see **Tab A** for context map.

**II. PAD**

**A. Permitted Uses**

All uses permitted in the PAD Multi-Family District with limited retail/restaurant uses in the City of Chandler Zoning Ordinance.

**III. PDP**

**A. Introduction/Process**

# DC HEIGHTS

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The intent of this document is to set forth and establish a Preliminary Development Plan (PDP) and development guidelines.

## **B. Site Design**

Building setbacks, landscape setbacks, and other development standards are compatible with the spirit of the South Arizona Avenue Corridor Area Plan (SAACAP) which states the intention is to “create a pedestrian-friendly avenue with a walkable, attractive and comfortable environment.” Our intent is to create a unique architectural experience that complements the existing Downtown Chandler Historic Square but does not replicate it. See the Site and Landscape plans at **Tab B**.

The placement of the buildings is meant to integrate a strong visual and pedestrian relationship, with eye level architectural details along the public street frontage. The residential buildings have been designed and arranged to maximize desired views into Downtown Chandler, amenities, and adjacent golf course area. In addition, the buildings provide a wide range of scales and massing, from two-story, three-story to four-story, with roof deck amenities and green space elements. The lower-height buildings have been located toward the west exterior perimeter of the site to maintain the scale and character of neighboring residential developments. There are loft style residences strategically placed to provide added massing and a desired “urban” character.

The residential community has been planned with premium, resort-style amenity areas to facilitate a diversity of activities and enhance the lifestyles of residents. The amenities feature an elevated resort-style pool, spa, sunning areas, shaded seating, outdoor bar area, integrated water features, Dog Park, movie screen with artificial turf seating, fire features, green wall, moveable seating, and solar canopy. Both buildings, along with the amenity deck, are connected with an elevated third floor walkway. We encourage residents to interact with the spaces and their neighbors creating a stronger sense of community.

## **C. Development Standards**

The development request incorporates many alternative development standards that are essential to achieve the desired development quality and are not identified in a narrative list. The accompanied development plans demonstrate the alternative development solutions that either achieve code requirements or serve to implement the recommended design guidelines found in the SAACAP. These development plans incorporate all code exceptions by demonstrating the alternative development standards and by reference are part of the approval. As part of the redevelopment of the area a narrower street section has been proposed that creates a stronger sense of place and urban community feel rather than typical street width requirements.

## **D. Parking**

The provided parking areas have been designed to facilitate safe and convenient access for pedestrians to and from the buildings. The parking configuration within the residential component uses strategically placed landscape islands to visually enhance the parking areas. All Resident parking is within the gated building and is not visible to the street. Over 100 parking spaces are provided with enclosed garages.

The required parking for residents has been met within the courtyard area with twenty-two guest parking spaces of 90 located on the streets. Please refer to the site plan data for a precise breakdown of the required and provided parking on **Tab B**.

## **E. Vehicular Access and Circulation**

The main resident vehicular drive is located along Dakota Street. Speed bumps have been located along Dakota to prevent high speed through traffic. A central speed bump has been located at the vehicular entrance to the community. Visitor parking has been provided along West Commonwealth Avenue, Dakota Street, California Street and Boston Street. Secure Pedestrian access is provided at most corners of the Property, as well as multiple access points along the sides of the Property. Secondary emergency fire access has been provided.

# DC HEIGHTS

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## F. Pedestrian Circulation

The Property has been planned with ease of pedestrian access to create a “live, work, play” environment. Enjoyment to, from, and within the site is a primary goal, along with the safety and ease of circulation for residents between the Property and the Downtown Chandler Historic Square. Intermingled landscape areas, planters, and tree wells will provide path definition and shading. Pedestrian circulation on and around the site is located within the public/private sidewalks. As a result, we have enhanced the public and private sidewalks with tree wells, landscape planters and pedestrian amenities.

Pedestrian circulation within the residential community is focused on providing safety and convenience, while urbanscape benches promote interaction between the residents. Besides providing a percentage of direct-access garages, all the parking lot area distribution and distances have been carefully studied to reduce the distances from parking to units and vice versa. To minimize auto/pedestrian conflicts, convenient access between buildings is provided via the elevated walkway between buildings, as well as open-air walkways located on the interior courtyards for inter-building access. Landscape islands have been provided within the parking areas to further enhance the walkway connections between parking and buildings. The proposed residential community will be gated and secured. However, various sidewalks and pedestrian gates will allow residents secured access to public sidewalks along the main roadways.

## G. Architectural Design & Theme

### 1. Building Massing and Articulation

The Property consists of two, three, and four-story luxury apartments arranged along the edges of the adjacent streets within Historic Downtown Chandler. This creates and enhances the desired urban edge along the connecting public sidewalks. Main entries are indicated with prominent massing to easily locate secure access into the building. The ground level is designated as a 12' high space to allow for possible future retail/restaurant options. Residences along the ground floor will have entry porches with subtle screen walls to provide unique entry feature and privacy. Residences with balconies feature a mix of transparent and opaque balcony

articulation with strong horizontal lines. These horizontals contrast the vertical massing elements of varying desert hues. The architectural theme is an urban-contemporary style of glass, stucco massing, metal overhangs and balconies. Decorative masonry accents are provided at the pedestrian level.

The building design is organized as a series of elements that include patios and balconies; adding a great deal of variety and visual interest to the design. The buildings are arranged to screen resident parking with internal car courts and garages. This configuration also offers residents a high level of security. The first floor will include the Leasing Lobby, a two-story Fitness Facility, and potential street side coffee. There is also the potential for an underground grotto-style restaurant. The third floor will provide a dramatic, overhanging pool deck and Social Lounge. The amenity sky deck is interconnected via a "sky-bridge" spanning East-west above Dakota Street.

A unique feature to this multifamily community is that all the residences are located around the perimeter of the site, and in close proximity to the urban streetscape. This provides an element of security to the street and residences with 24/7 “eyes on the street”. There will be both community roof decks as well as private roof decks. Roof decks will be partially covered and will include greenery, fire pits, movable furniture, movie screens and grills.

### 2. Building Materials

The project utilizes a large variety of materials. Please view the Color Scheme Exhibits and their locations on the Material Location map at **Tab C**. Included in our palette of materials are:

- Stucco system (inclusive of pop-outs) with earth tone paint color options
- Decorative Metal railings, gates and accents – painted
- Synthetic Masonry Veneer with various blends and color options

# DC HEIGHTS

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### 3. Residential Design

The proposed floor plans will encompass a variety of units ranging from micro-studio apartments to larger two-bedrooms, some of which include lofts. The residences have been designed to maximize living space areas and include larger, interior utility rooms and storage, while maintaining appropriate sizes that will be supported by this unique market. The corner units on both buildings have been designed to provide additional fenestration, as well as additional outdoor space with wrap around balconies. The exterior patios and balconies connect directly to living areas to create an expanded sense of space within the residence, and provide functional outdoor space. Residences that do not have an outdoor patio or balcony have been design with floor to ceiling windows to create a vibrant, well lit space. Some residences will have direct access to garages.

We are proposing a total of 158 residences (29.7 D.U./gross acre) distributed as 15 studio units, 83 one-bedroom units, and 60 two-bedroom units. Among these we will have six different residence types that will add different levels of functionality, comfort, and flexibility to residents.

We have also indicated a mid-rise option (intended be up to 10-story tower and up to 250 units along Commonwealth) for added height, subject to City of Chandler Administration Approval.

### H. Compliance with Multifamily Design Standards

The Chandler Zoning Ordinance does not have specific direction for Urban Infill Residential Development. The SAACAP Design Guidelines establishes design guidelines to guide PAD zoning requests within the South Arizona Avenue Corridor to achieve the objectives of the Chandler General Plan. DC Heights embodies and exemplifies the high priority design envisioned in the guidelines for Downtown Chandler. PAD zoning is a successful zoning tool to accommodate projects with urban characteristics, and innovative designs that fulfill the objectives of the General Plan.

The development request incorporates many alternative development standards that are essential to achieve the desired development quality. Those alternative development solutions are not identified in a narrative list. The accompanied development plans demonstrate the alternative development solutions that either achieve code requirements or serve to implement the recommended design guidelines found in the South Arizona Avenue Corridor Area Plan. The accompanied development plans incorporate all code exceptions by demonstrating the alternative development standards and by reference are part of the approval.

The compliance of the design standards are being solved by either achieving code requirements or implementing the recommended design guidelines found in the SAACAP. See Exhibits at **Tab B**.

#### 1. Site Circulation and Parking

Safe and convenient pedestrian circulation to and from parking lots throughout the development is provided. A minimum 8' sidewalk is located on Commonwealth Avenue and Boston Street. A minimum 6' sidewalk has been provided along Dakota Street and California Street. The internal courtyard contains a mixture of parking spaces and parking canopies are architecturally integrated with the surrounding structures.

#### 2. Energy conservation

The development provides shade on the south and west sides of buildings by overhangs and/or trees and provide shade trees on the south and west side of streets. Required shading at the above locations have been provided through recessed patios and balconies, metal shade screens, and the use of landscape.

#### 3. Landscaping

The Property has been designed such that all sidewalks and street frontages will be lined with canopy trees in large concrete pots for shade alternating and repeating with tall specimen Mexican Fan Palms to soften the scale and height

# DC HEIGHTS

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of the building mass. The Fan Palms will be planted with pedestrian friendly cast-iron tree grates allowing for freedom of pedestrian access to and from the on-street parking. Larger multi-trunk specimen trees will be used at the corners of the buildings to indicate entrances, corners, intersections and to screen potential views into parking courtyards. Specimen trees will be up-lighted to create a visual ambiance and provide additional safety to the users of the site. Various size pots will be clustered along the street frontages and will be planted with small decorative pedestrian scale trees, flowering shrubs, and seasonal annuals.

Decorative benches and matching trash receptacle designs will be integrated with the clustering of potted plants and flowers to provide for a user friendly street-scape.

A modular sidewalk design with integral color and scored concrete highlights integrates the sidewalk pattern with the diagonal parking spaces on the street frontages. Contrasting paver nodes and bands are integrated with decorative concrete light bollards to accent street intersections and crosswalks. The sidewalk materials extend across street intersections and decorative concrete pavers highlight the sidewalk ramps. The exterior and interior courtyards will have green/living wall details to soften outdoor pedestrian spaces. Landscape on the Property will be carried up to the roof and amenity decks as well, with small potted plants/trees.

A water feature is integrated into the main entrance of the east building at the southwest corner. The water feature will be designed with varying heights of black basalt stone columns with a base of weathered round black stone and well-placed clusters of surface grade boulders that will extend into the adjacent sidewalk and paved surfaces. Water will bubble from the top of the basalt columnar stone, trickling over the side of the stone columns into the black round stone base. The basalt stone will be lighted during evening hours for

affect. See Tab F (Site Furniture and Hardscape Elements). Historic murals depicting 1912 Commonwealth Street and Downtown Chandler will line the building along Commonwealth to create a Historic Pedestrian Walk.

#### **4. Building Standards**

Mechanical equipment is fully screened through the use of parapet walls on the building elevations; they are concealed from view as an integral part of the building. See Exhibits of the Building Elevations at **Tab C**.

#### **5. Lighting**

Lighting complements the existing lighting in Downtown Chandler and enhances the general character of the building and streetscape. External lighting will be located and designed to prevent light from being directed off of the property upon which the lighting is located. See Exhibits at **Tab F**.

#### **I. Summary**

The proposed development will provide an essential residential component to the Downtown Chandler Historic Square. This multi-family residential community will provide additional housing opportunities to address the needs of the City and nearby employers. The residential density will allow for greater economic development and a more vibrant city center. Bringing this urban concept will open the door to a new consumer looking for an exciting, thriving community. DC Heights will allow for a greater variety of architectural styles in the surrounding developments areas, while also incorporating a pedestrian oriented theme throughout.

The scale and architectural character will celebrate the growing urbanism of the area, and celebrate the future by transforming the simple materials into an integrated, unique, refined, and comfortable Arizona-styled resort living community.

## **A. AERIAL MAPS**



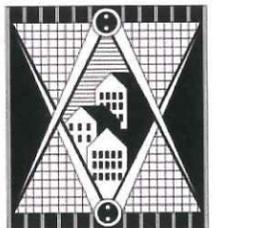
DC HEIGHTS LLC



DC HEIGHTS  
URBAN LIVING  
COMMONWEALTH & CALIFORNIA  
CHANDLER, ARIZONA

PRELIMINARY

WHITNEYBELL PERRY INC  
ARCHITECTURE & PLANNING



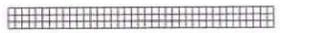
PHOENIX ■ CHANDLER  
P: 602.265.1891 F: 602.230.8458

1102 EAST MISSOURI AVENUE  
PHOENIX, ARIZONA 85014-2784  
676 WEST CHANDLER BLVD., SUITE 123  
CHANDLER, ARIZONA 85225-7532

**PRELIMINARY AERIAL**

1226

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13 Jun 2014



CONTEXT AERIAL  
PRELIMINARY



W BUFFALO ST.

DAKOTA ST.

N SAN MARCOS PL

ARIZONA AVE

W COMMONWEALTH AVE

DAKOTA ST.

S CALIFORNIA ST.

W BOSTON ST

DC HEIGHTS LLC



DC HEIGHTS URBAN LIVING

COMMONWEALTH & CALIFORNIA CHANDLER, ARIZONA

PRELIMINARY

WHITNEYBELL PERRY INC ARCHITECTURE & PLANNING



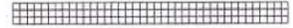
PHOENIX ■ CHANDLER  
p: 602.265.1891 f: 602.230.8458

1102 EAST MISSOURI AVENUE  
PHOENIX, ARIZONA 85014-2784

676 WEST CHANDLER BLVD., SUITE 123  
CHANDLER, ARIZONA 85225-7532

1226

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15 Apr 2013



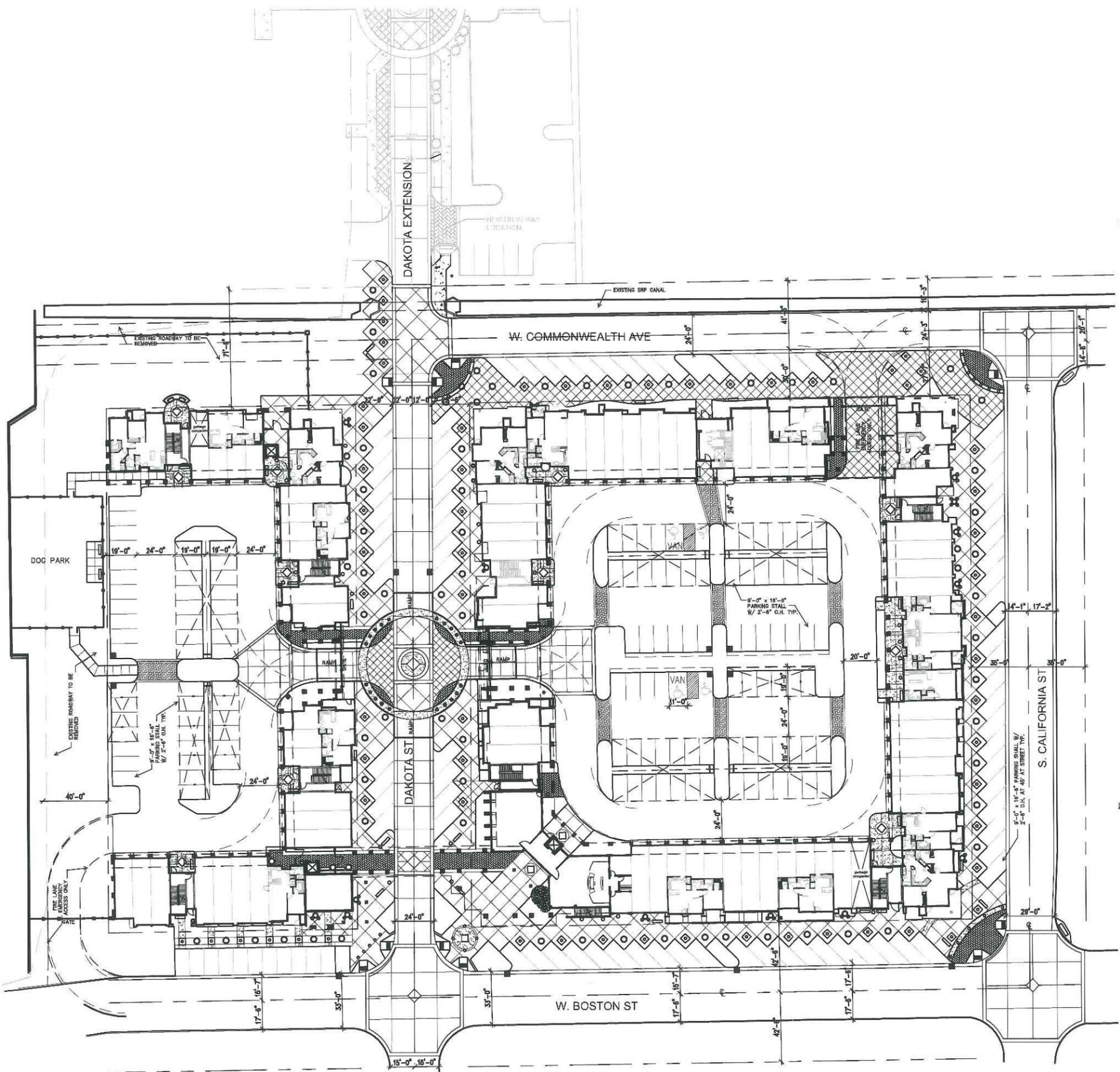
AERIAL MAP  
PRELIMINARY

PRELIMINARY AERIAL PLAN



**B. SITE  
DEVELOPMENT &  
LANDSCAPE**

VG



**PRELIMINARY SITE PLAN**

SCALE: 1" = 30'-0"



**DEVELOPER DATA**

**OWNER :**  
 D.C. LAND LLC  
 2425 EAST CAMELBACK ROAD  
 PHOENIX, AZ 85016  
 PH: (602) 361-5555  
 CONTACT: THOMAS GARDNER

**ARCHITECTURAL :**

WHITNEYBELL PERRY INC  
 575 W CHANDLER BLVD  
 SUITE 123  
 CHANDLER, AZ 85225  
 PH: (602) 265-1891  
 FAX: (480) 821-0148  
 CONTACT: JAMES MICHAEL PERRY, AIA

**CIVIL :**

TERRASCAPE CONSULTING  
 1102 E MISSOURI AVE  
 PHOENIX, AZ 85014  
 PH: (602) 297-8732  
 FAX: (602) 230-8458  
 CONTACT: DAVID M SOLTYSIK, P.E.

**LANDSCAPE :**

PHILIP R RYAN LANDSCAPE ARCHITECT  
 3847 E BEECHNUT PLACE  
 CHANDLER, AZ 85249  
 PH: (480) 899-5813  
 FAX: (480) 963-3674  
 CONTACT: PHIL RYAN L.A.

**PROJECT DATA**

**DC HEIGHTS EAST**  
 GROSS AREA (TO CENTERLINE): 3.40 ACRES (148,434 S.F.)  
 SITE AREA (NET): 2.26 ACRES (98,814 S.F.)  
 APN NUMBERS:  
 303-08-059 303-08-067  
 303-08-060 303-08-068  
 303-08-061 303-08-068  
 303-08-062 303-08-070  
 303-08-063 303-08-071  
 303-08-064  
 303-08-065  
 303-08-066

**CURRENT ZONING:** MULTIPLE-FAMILY RESIDENTIAL DISTRICT (MF-2)  
**PROPOSED USES:** PAD - MULTI-FAMILY  
**BUILDING HEIGHT ALLOWED (AT OCCUPIABLE SPACES):** N/A  
**PROVIDED :** /6'-0" + ARCHITECTURAL ELEMENTS  
**UNIT TYPE # OF UNITS**  
 STUDIO UNIT 11 UNITS  
 1 BEDROOM UNIT 53 UNITS  
 2 BEDROOM UNIT 41 UNITS  
**TOTAL 105 UNITS**

**DENSITY (NET) PROVIDED:** 105 UNITS/2.26 ACRES = 46.5 D.U./ACRE  
**REQUIRED PARKING:**  

UNIT TYPE	# UNITS	SPACES REQ'D	
STUDIO UNITS	11	x 1	= 11 P.S.
1 BEDROOM UNITS	53	x 1.5	= 79.5 P.S.
2 BEDROOM UNITS	41	x 2	= 82 P.S.
<b>MINIMUM</b>			<b>173 P.S.</b>

**PROVIDED:**  
 SURFACE: = 80 P.S.  
 GARAGE: = 44 P.S.  
 TANDEM: = 35 P.S.  
 STREET: (TOTAL 69 P.S. - 25% DC HEIGHTS VISITORS) = 17 P.S.  
**TOTAL PARKING SPACES (ON SITE):** = 159 P.S.  
**TOTAL PARKING SPACES:** = 176 P.S.

**DC HEIGHTS WEST**  
 GROSS AREA (TO CENTERLINE): 1.82 ACRES (83,856 S.F.)  
 SITE AREA (NET): 1.13 ACRES (49,266 S.F.)  
 APN NUMBERS:  
 303-08-053 303-08-056  
 303-08-054 303-08-057A  
 303-08-055 303-08-058

**CURRENT ZONING:** MULTIPLE-FAMILY RESIDENTIAL DISTRICT (MF-2)  
**PROPOSED USES:** PAD - MULTI-FAMILY  
**BUILDING HEIGHT ALLOWED (AT OCCUPIABLE SPACES):** N/A  
**PROVIDED :** 65'-0" + ARCHITECTURAL ELEMENTS  
**UNIT TYPE # OF UNITS**  
 STUDIO UNIT 4 UNITS  
 1 BEDROOM UNIT 30 UNITS  
 2 BEDROOM UNIT 19 UNITS  
**TOTAL 53 UNITS**

**DENSITY (NET) PROVIDED:** 53 UNITS/1.13 ACRES = 46.9 D.U./ACRE  
**REQUIRED PARKING:**  

UNIT TYPE	# UNITS	SPACES REQ'D	
STUDIO UNITS	4	x 1	= 4 P.S.
1 BEDROOM UNITS	30	x 1.5	= 46 P.S.
2 BEDROOM UNITS	19	x 2	= 38 P.S.
<b>MINIMUM REQUIRED:</b>			<b>87 P.S.</b>

**PROVIDED:**  
 SURFACE: = 48 P.S.  
 GARAGE: = 23 P.S.  
 TANDEM: = 13 P.S.  
 STREET: (TOTAL 21 P.S. - 25% DC HEIGHTS VISITORS) = 5 P.S.  
**TOTAL PARKING SPACES (ON SITE):** = 84 P.S.  
**TOTAL PARKING SPACES:** = 89 P.S.

**DC HEIGHTS OVERALL**  
 GROSS AREA (TO CENTERLINE): 5.32 ACRES (232,093 S.F.)  
 SITE AREA (NET): 3.39 ACRES (147,870 S.F.)  
**CURRENT ZONING:** MULTIPLE-FAMILY RESIDENTIAL DISTRICT (MF-2)  
**PROPOSED USES:** PAD - MULTI-FAMILY  
**BUILDING HEIGHT ALLOWED (AT OCCUPIABLE SPACES):** N/A  
**PROVIDED :** 56'-0" + ARCHITECTURAL ELEMENTS

**UNIT TYPE # OF UNITS**  
 STUDIO UNIT 15 UNITS  
 1 BEDROOM UNIT 83 UNITS  
 2 BEDROOM UNIT 60 UNITS  
**TOTAL 158 UNITS**

**DENSITY PROVIDED (GROSS):** 158 UNITS/5.32 ACRES = 29.7 D.U./ACRE  
**(NET):** 158 UNITS/3.39 ACRES = 46.6 D.U./ACRE

**REQUIRED PARKING:**  

UNIT TYPE	# UNITS	SPACES REQ'D	
STUDIO UNITS	15	x 1	= 15 P.S.
1 BEDROOM UNITS	83	x 1.5	= 125 P.S.
2 BEDROOM UNITS	60	x 2	= 120 P.S.
<b>MINIMUM</b>			<b>260 P.S.</b>

**PROVIDED:**  
 SURFACE: = 128 P.S.  
 GARAGE: = 67 P.S.  
 TANDEM: = 48 P.S.  
 STREET: (TOTAL 90 P.S. - 25% DC HEIGHTS VISITORS) = 22 P.S.  
**TOTAL PARKING SPACES (ON SITE):** = 243 P.S.  
**TOTAL PARKING SPACES:** = 265 P.S.

DC HEIGHTS LLC

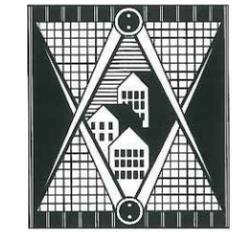


DC HEIGHTS URBAN LIVING

BOSTON & DAKOTA CHANDLER, ARIZONA

**PRELIMINARY**

WHITNEYBELL PERRY INC  
 ARCHITECTURE & PLANNING



PHOENIX = CHANDLER  
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**SITE PLAN PRELIMINARY**

Contractor must verify all dimensions of project before proceeding with this work. Do not assume these dimensions and specifications without the express written permission of the architect. The drawings and specifications shall not be used for any other project. No additions to this project or to the completion of this project by others shall be made by the contractor without the express written permission of the architect.

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landscape architect p.c.  
landscape architecture & planning  
575 w. chandler Blvd., suite 229  
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(480) 889-5813 fax (480) 963-3674



**PLAN KEY NOTES:**

- ① DECORATIVE PAVERS
- ② 4' SQ. CAST-IRON TREE GRATE
- ③ 8' CONCRETE LIGHT BOLLARD
- ④ 6' URBANSCAPE BENCH
- ⑤ INTEGRAL COLOR CONCRETE (TYPE 1) (1" DEEP SCORING & 4-1/2" O.C. EA. WAY- SALT PIT FINISH)
- ⑥ GLASS BLOCK TO ALLOW LIGHTING FROM RESTAURANT BELOW TO SURFACE
- ⑦ INTEGRAL COLOR CONCRETE (TYPE 2) (1" DEEP SCORING & 8" O.C. EA. WAY- LIGHT BROOM FINISH)
- ⑧ 1" WIDE CHARCOAL/ BLACK FEEBLE CONCRETE BAND
- ⑨ SIDEWALK RAMP
- ⑩ CAST-IN-PLACE INTEGRAL COLOR CONCRETE BENCH (TYPE 1)
- ⑪ 3' DIA. CONCRETE POT W/ SPECIMEN SHADE TREE
- ⑫ CONCRETE POT CLUSTER W/ SPECIMEN ORNAMENTAL TREE IN 36" DIA. POT AND SEASONAL ANNUALS IN (2) 18" DIA. LOW BOWL POTS
- ⑬ BLACK BASALT WATER FEATURE
- ⑭ INTEGRAL COLOR EXPOSED AGGREGATE FINISH CONCRETE
- ⑮ COVERED PARKING
- ⑯ INTEGRAL COLOR CONCRETE (TYPE 3) (TROWEL FINISH)
- ⑰ URBANSCAPE TRASH RECEPTACLE
- ⑱ INTEGRAL COLOR CONCRETE (TYPE 1) (SALT PIT FINISH)
- ⑲ 1' DIA. CONCRETE POT W/ SPECIMEN ACCENT PLANT AND SEASONAL ANNUALS
- ⑳ GAS 8"-8" IN MAS. WALL
- ㉑ 6" HIGH CMU WALL

**DC HEIGHTS LLC**  
**GARDNER REAL ESTATE COMPANY**

**DC HEIGHTS URBAN LIVING**  
COMMONWEALTH & CALIFORNIA  
CHANDLER, ARIZONA

**PRELIMINARY**

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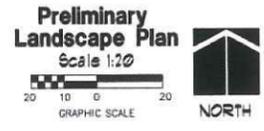
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**LANDSCAPE PLAN  
PRELIMINARY**

**PLANT SCHEDULE:**

	<b>TREES</b>				
	WASHINGTONIA ROBUSTA MEXICAN FAN PALM	20' TRUNK SKINNED TRUNKS		SHRUBS & VINES	
	ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX MIN. STANDARD		LEUCOPHYLLUM LANGMANIAE RIO BRAVO SAGE	5 GALLON FULL PAST CAN
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	36" BOX MIN. MATCHING STANDARD		RUPELLIA PENNSYLVANICA SONORAN DESERT RUELLIA	5 GALLON FULL PAST CAN
	ACACIA MULA PULSA ACACIA	24" BOX MIN. STANDARD		RUPELLIA BRITTONIANA CALIFORNICA RUELLIA	5 GALLON FULL PAST CAN
	CHITALPA TASHKENSIS CHITALPA	24" BOX MIN. MATCHING		NERIUM OLEANDER 'DIP' DWARF PINK OLEANDER	5 GALLON FULL PAST CAN
	PISTACHIA LENTICUS MASTIC TREE	24" BOX MIN. MATCHING		CALLISTEMON VIMINALIS 'LITTLE JOHN' LITTLE JOHN BOTTLE BRUSH	5 GALLON FULL PAST CAN
	CASSALPINIA MEXICANA YELLOW MEXICAN BIRD OF PARADISE	5 GALLON MIN. TREE FORM		BOUGAINVILLEA 'LA JOLLA' RED BUSH BOUGAINVILLEA	5 GALLON FULL PAST CAN
				PLUMBAGO SCANDENS WHITE PLUMBAGO	5 GALLON FULL PAST CAN
				TECOMA STANS v. STANS YELLOW BELLS	5 GALLON FULL PAST CAN
				BOUGAINVILLEA 'SAN DIEGO RED' RED VINING BOUGAINVILLEA	5 GALLON FULL PAST CAN
				<b>GROUNDCOVERS</b>	
				LANTANA VARIETIES DWARF LANTANA VARIETIES	1 GALLON FULL PAST CAN
				RUPELLIA BRITTONIANA 'KATIE' KATY RUELLIA	1 GALLON FULL PAST CAN
				ACACIA REDOLENS 'DC' DESERT CARPET REDOLENS	1 GALLON FULL PAST CAN
				<b>ACCENTS</b>	
				PHOENIX ROEBELINI FIGHTY DATE PALM	5 GALLON 3-4 TRUNK





**C. BUILDING  
ARCHITECTURE &  
AMENITIES**

**COLOR SCHEDULE**

COLOR SCHEME #1

- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE171)
- B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE200)
- C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE379)
- D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
- E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
- F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5517)
- G STACKED BRICK VENEER  
ENDICOTT ROSE BLIND

**DC HEIGHTS LLC**



**PRELIMINARY ELEVATION**

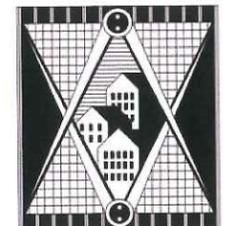
BOSTON SCALE 1/16" = 1'-0"

**DC HEIGHTS URBAN LIVING**

BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

**PRELIMINARY**

**WHITNEYBELL PERRY INC**  
ARCHITECTURE & PLANNING



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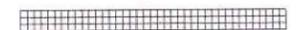
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**ELEVATION  
PRELIMINARY**



**PRELIMINARY ELEVATION**

CALIFORNIA SCALE 1/16" = 1'-0"

**COLOR SCHEDULE**

- COLOR SCHEME #
- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
  - B ACCENT BODY COLOR  
DUNN EDWARDS HANNOYEN (DE8200)
  - C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE8379)
  - D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW360)
  - E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
  - F ACCENT 2  
1: DUNN EDWARDS BONTIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5617)
  - G STACKED BRICK VENEER  
ENVICOTT ROSE BLEND

**DC HEIGHTS LLC**



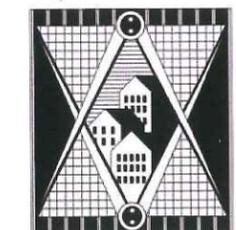
**DC HEIGHTS  
URBAN LIVING**  
BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

**PRELIMINARY ELEVATION**

COMMONWEALTH SCALE: 1/16" = 1'-0"

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**PRELIMINARY ELEVATION**

WEST DAKOTA SCALE: 1/16" = 1'-0"



**PRELIMINARY ELEVATION**

ESSEX SCALE: 1/16" = 1'-0" 0 16 32

**DC HEIGHTS LLC**



**COLOR SCHEDULE**

**COLOR SCHEME #1**

- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
- B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE8200)
- C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE8379)
- D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
- E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
- F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOOK (DEA121)  
4: FLUORESCENT LIME (DE5817)
- G STACKED BRICK VENEER  
ENDICOTT ROSE BLEND

**DC HEIGHTS URBAN LIVING**

**BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA**

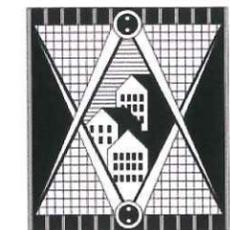
**PRELIMINARY**



**PRELIMINARY ELEVATION**

WEST COURTYARD SCALE: 1/16" = 1'-0" 0 16 32

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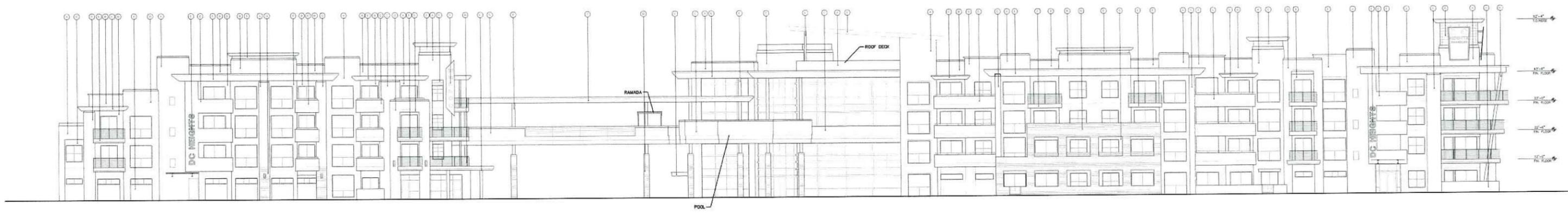
**ELEVATION  
PRELIMINARY**

**COLOR SCHEDULE**

COLOR SCHEME #

- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE1171)
- B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE2200)
- C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE3379)
- D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
- E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
- F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5517)
- G STACKED BRICK VENEER  
ENDICOTT ROSE BLEND

DC HEIGHTS LLC



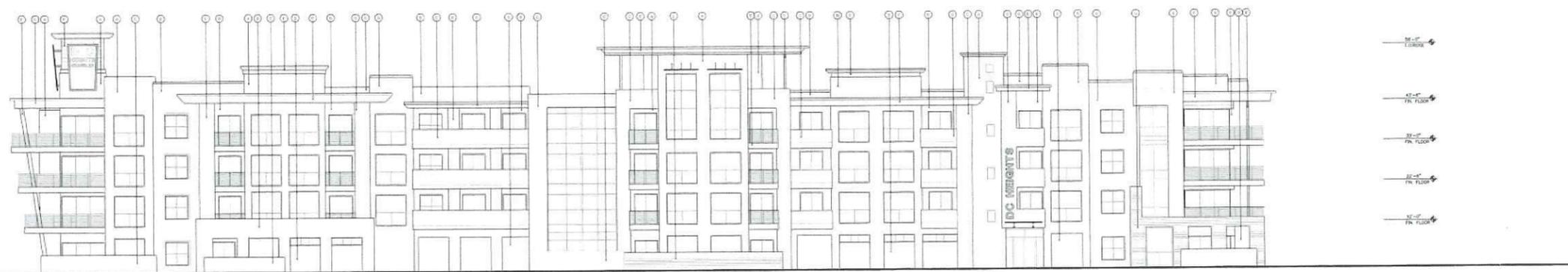
**PRELIMINARY ELEVATION**

BOSTON SCALE: 1/16" = 1'-0"

DC HEIGHTS URBAN LIVING

BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

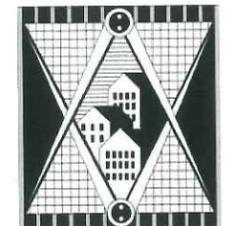
**PRELIMINARY**



**PRELIMINARY ELEVATION**

CALIFORNIA SCALE: 1/16" = 1'-0"

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ARCHITECTURE & PLANNING



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**ELEVATION  
PRELIMINARY**

**COLOR SCHEDULE**

COLOR SCHEME #1

- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
- B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE6200)
- C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE6379)
- D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
- E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
- F ACCENT 2  
1: DUNN EDWARDS ROYAL FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5917)
- G STACKED BRICK VENEER  
ENDICOTT ROSE BLEND

**DC HEIGHTS LLC**

**GARDNER  
REAL ESTATE  
COMPANY**



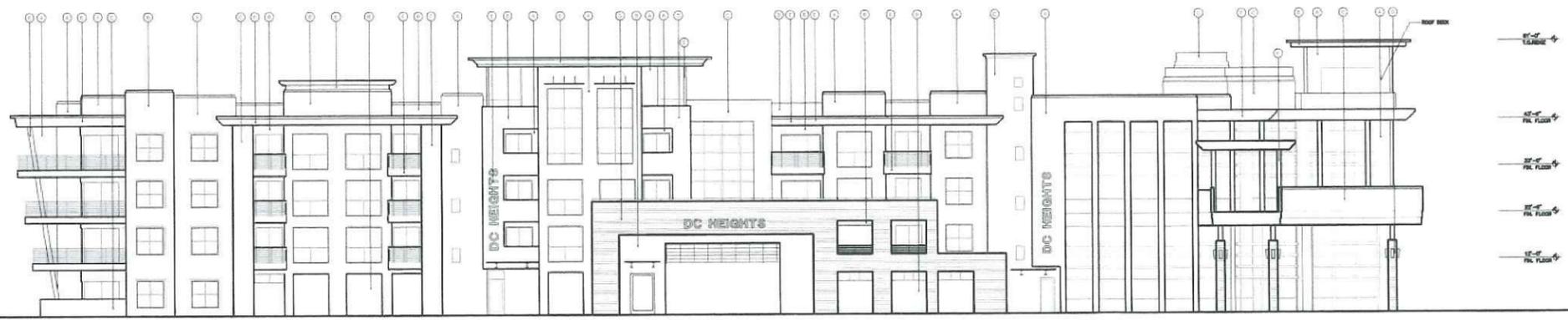
**PRELIMINARY ELEVATION**

COMMONWEALTH SCALE 1/16" = 1'-0"

**DC HEIGHTS  
URBAN LIVING**

BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

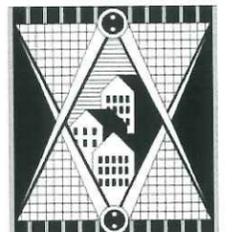
**PRELIMINARY**



**PRELIMINARY ELEVATION**

WEST DAKOTA SCALE 1/16" = 1'-0"

**WHITNEYBELL PERRY INC**  
ARCHITECTURE & PLANNING



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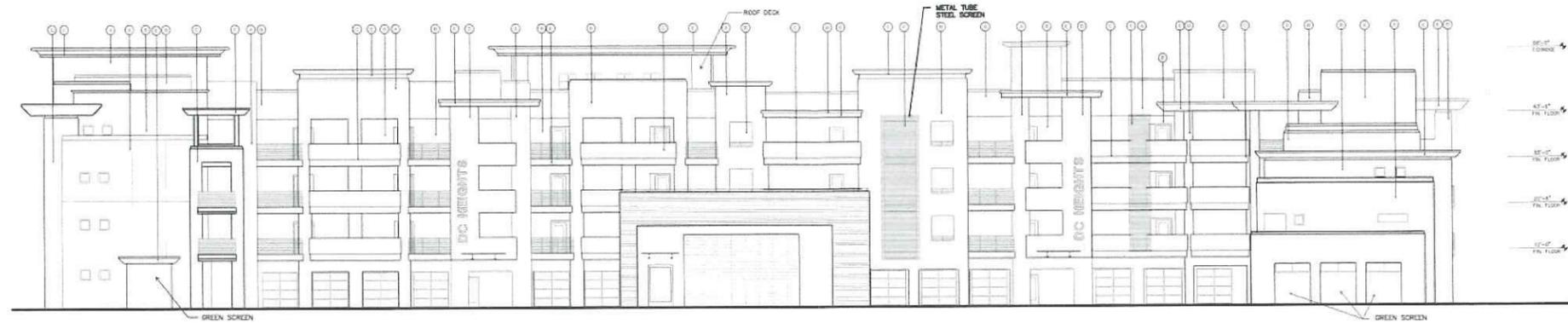
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**ELEVATION  
PRELIMINARY**



**PRELIMINARY ELEVATION**  
ESSEX  
SCALE: 1/16" = 1'-0"

**COLOR SCHEDULE**

- COLOR SCHEME #1
- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
  - B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE6200)
  - C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE6379)
  - D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW080)
  - E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
  - F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE3517)
  - G STACKED BRICK VENEER  
ENIGMOTT ROSE BLEND

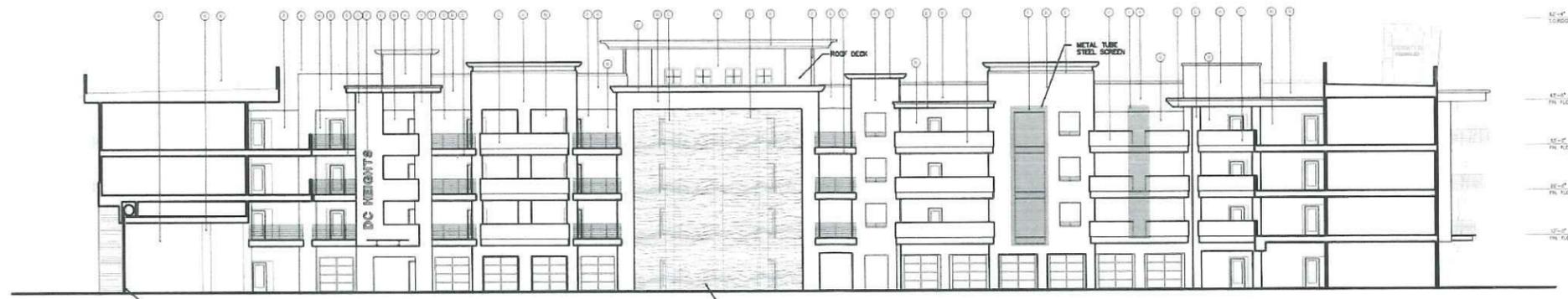
DC HEIGHTS LLC

GARDNER  
REAL ESTATE  
CORPORATION

DC HEIGHTS  
URBAN LIVING

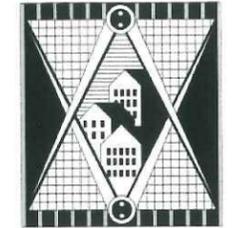
BOSTON ST & DAKOTA ST  
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**PRELIMINARY ELEVATION**  
WEST COURTYARD  
SCALE: 1/16" = 1'-0"

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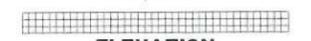
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Contractor must verify all dimensions at project before proceeding with this work. Do not assume these drawings are specifications without the approval of the architect. The drawings and specifications are instruments of service and shall remain the property of the architect. Where the project is not 100% complete, the drawings and specifications shall not be used to construct any other projects, for addition to this project, or for completion of this project by others without the approval of the architect.

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 (480) 959-5813 fax (480) 963-3674

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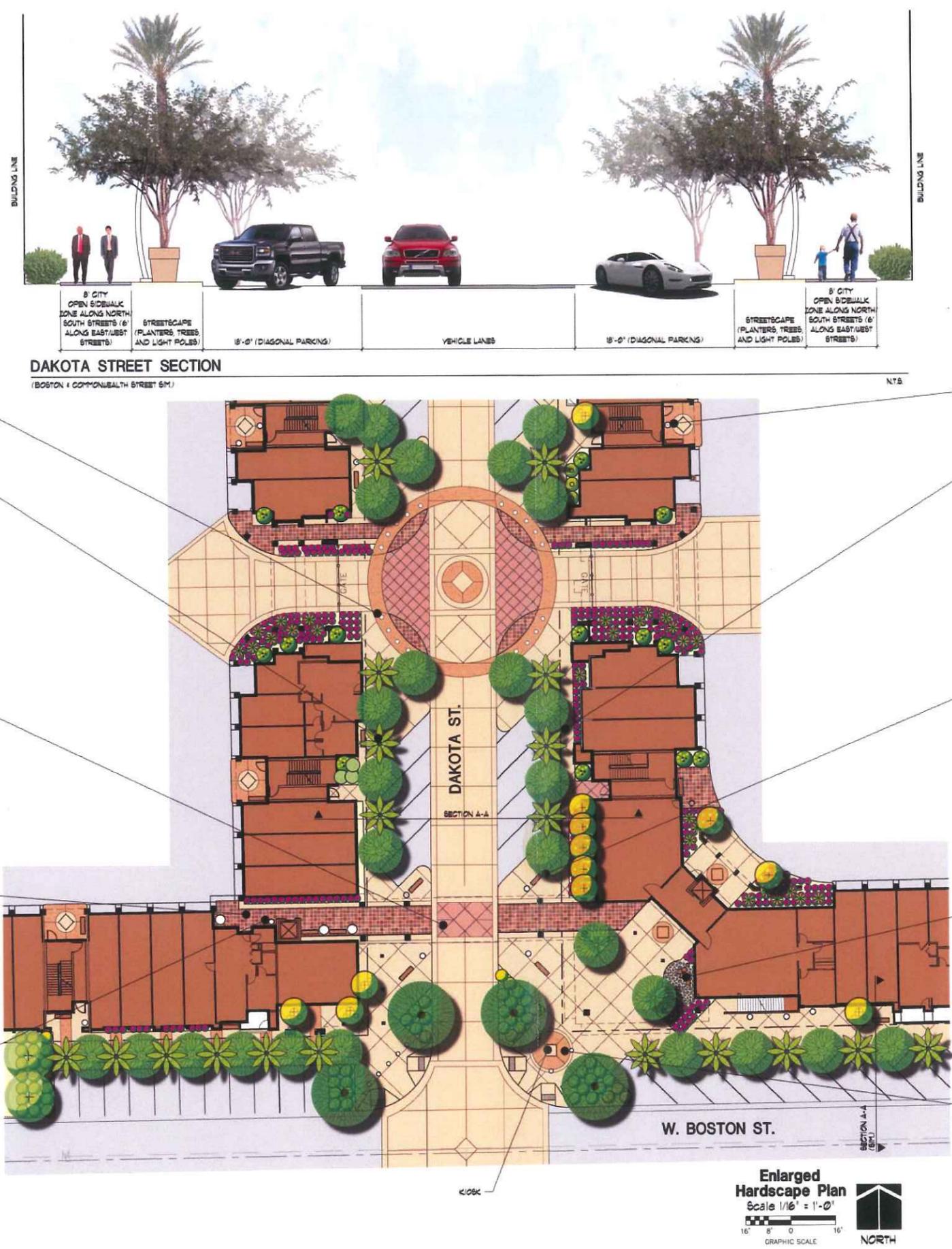
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**LANDSCAPE PLAN**  
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**PRELIMINARY POOL DECK**  
 3RD FLOOR SCALE: 1/16" = 1'-0"



CONCEPT IMAGE - RAMADA



CONCEPT IMAGE - DAYBED

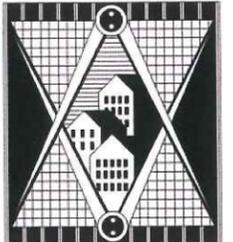


CONCEPT IMAGE - CHASIE

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**CLUBHOUSE PRELIMINARY**



CONCEPT IMAGES - GREEN WALL

CONCEPT IMAGES - ROOF DECK & FIRE FEATURE



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CLUBHOUSE  
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PRELIMINARY ROOF DECK

SCALE: 1/16" = 1'-0"



VIEW FROM SWC BOSTON AND DAKOTA



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VIEW FROM NEC OF CALIFORNIA AND COMMONWEALTH

**COLOR SCHEDULE**

- COLOR SCHEME #
- A MAIN EXTERIOR WALLS  
DUNN EDWARDS SAND DOLLAR (DE8171)
  - B ACCENT BODY COLOR  
DUNN EDWARDS HANDWOVEN (DE8200)
  - C ACCENT BODY COLOR 2  
DUNN EDWARDS SILVER LAKE (DE8378)
  - D ACCENT BODY COLOR 3  
DUNN EDWARDS WHITE (DEW380)
  - E ACCENT 1  
DUNN EDWARDS CELLAR DOOR (DEA157)
  - F ACCENT 2  
1: DUNN EDWARDS BONFIRE FLAME (DEA109)  
2: DUNN EDWARDS INSTANT ORANGE (DEA114)  
3: DUNN EDWARDS GOLDEN LOCK (DEA121)  
4: FLUORESCENT LIME (DE5917)
  - G STACKED BRICK VENEER  
ENVOYOT ROSE BLEND



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**PRELIMINARY ELEVATION**

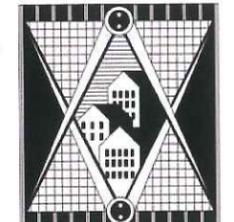
BOSTON SCALE: 1/16" = 1'-0" 0 10 20

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**PRELIMINARY ELEVATION**

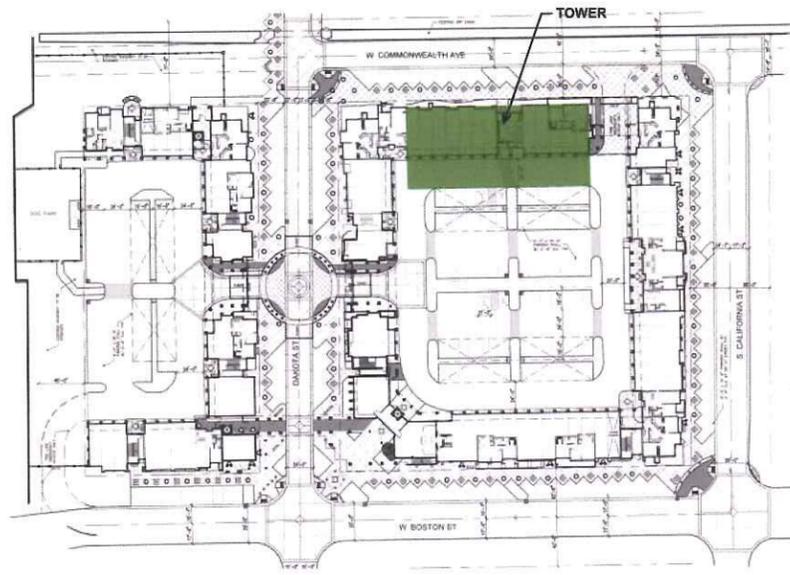
CALIFORNIA SCALE: 1/16" = 1'-0" 0 10 20

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**ELEVATION PRELIMINARY**

**ALTERNATE TOWER OPTION**



CONCEPTUAL SITE PLAN



PRELIMINARY ELEVATION

CALIFORNIA SCALE: 1/8" = 1'-0"

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CONCEPTUAL VIEW FROM BOSTON & DAKOTA



CONCEPTUAL VIEW FROM BOSTON & CALIFORNIA

DC HEIGHTS URBAN LIVING  
BOSTON ST & DAKOTA ST  
CHANDLER, ARIZONA

PRELIMINARY



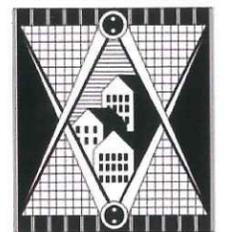
PRELIMINARY ELEVATION

BOSTON SCALE: 1/8" = 1'-0"

ALTERNATE TOWER OPTION

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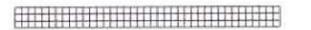
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**PRELIMINARY LINE OF SIGHT DIAGRAM TOWER OPTION**

BOSTON

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**PRELIMINARY**



**PRELIMINARY LINE OF SIGHT DIAGRAM TOWER OPTION**

**ALTERNATE TOWER OPTION**

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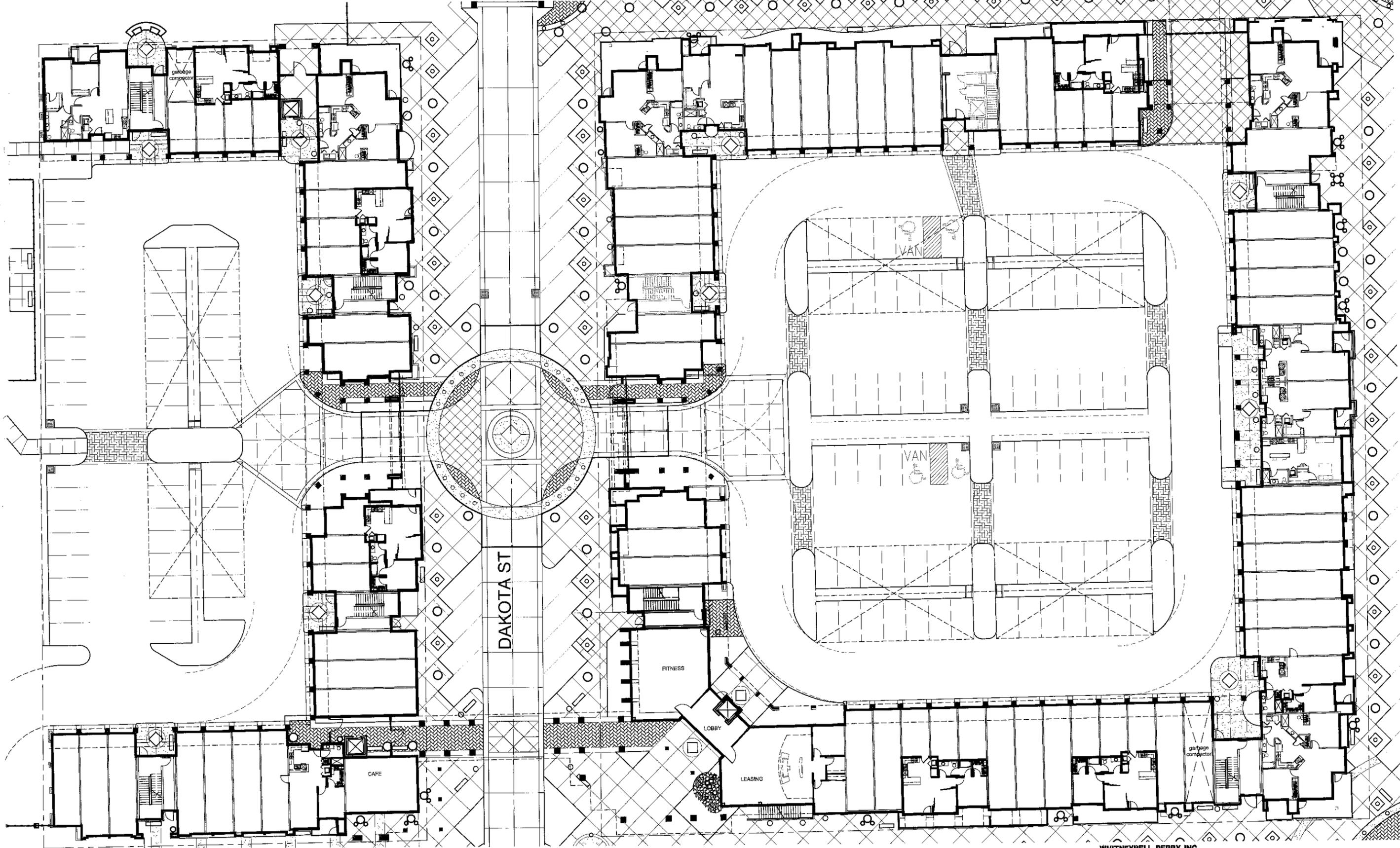
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**ELEVATION PRELIMINARY**

**D. BUILDING &  
UNIT PLANS**



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**PRELIMINARY FIRST FLOOR PLAN**

SCALE: 1/16" = 1'-0"



**PRELIMINARY**

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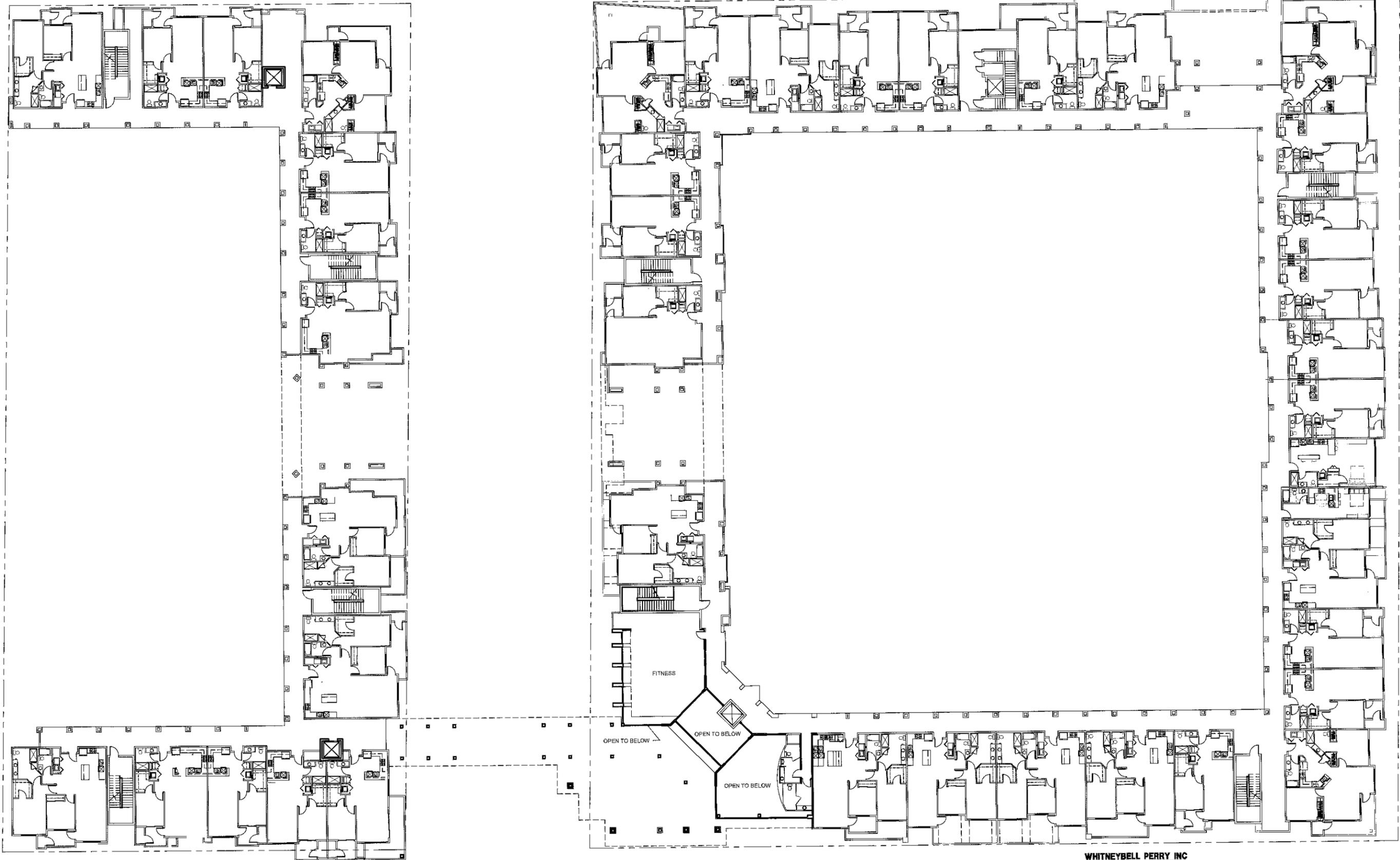


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**FIRST FLOOR  
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**PRELIMINARY SECOND FLOOR PLAN**

SCALE: 1/16" = 1'-0"



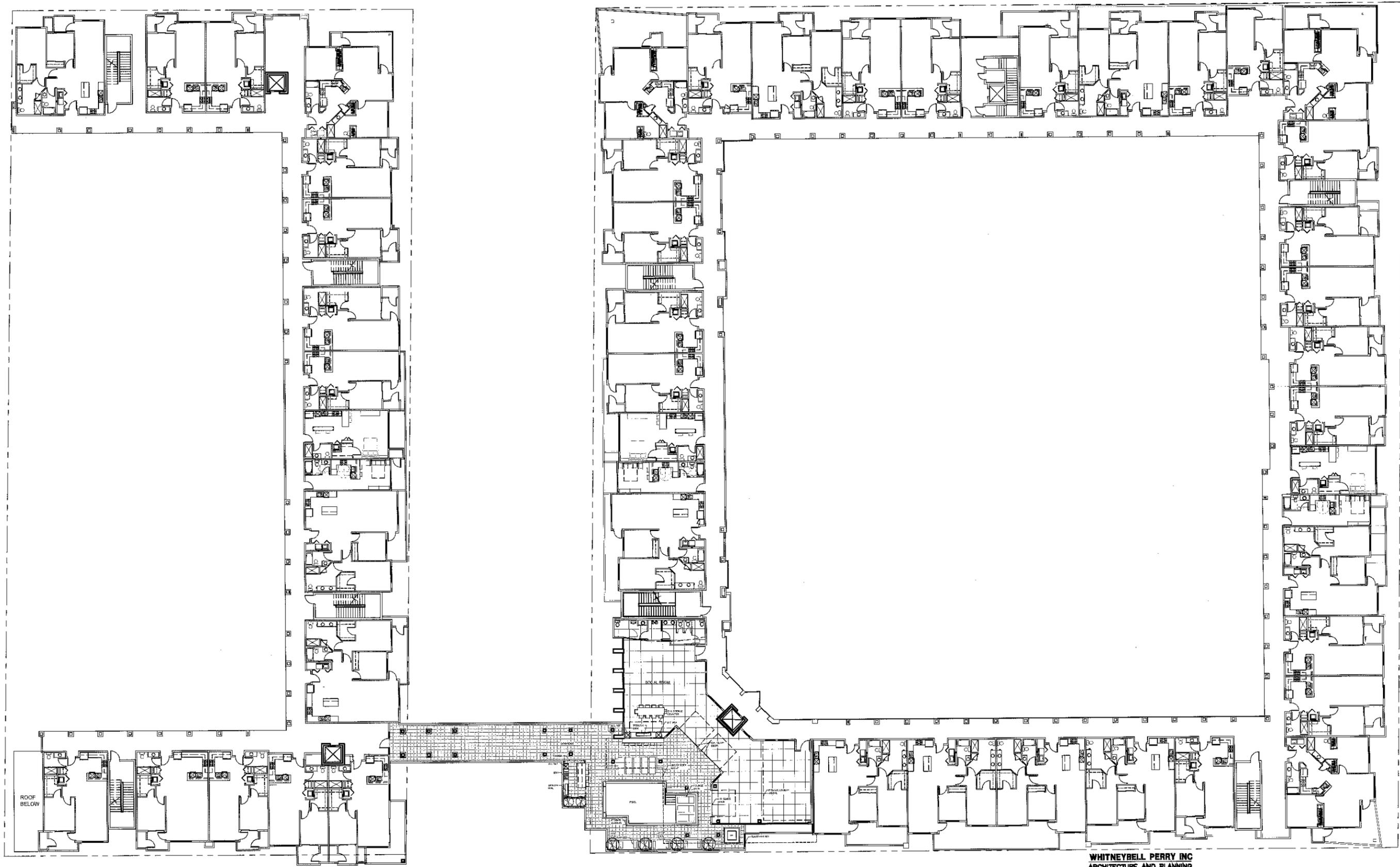
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**SECOND FLOOR  
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**PRELIMINARY THIRD FLOOR PLAN**

SCALE: 1/16" = 1'-0"



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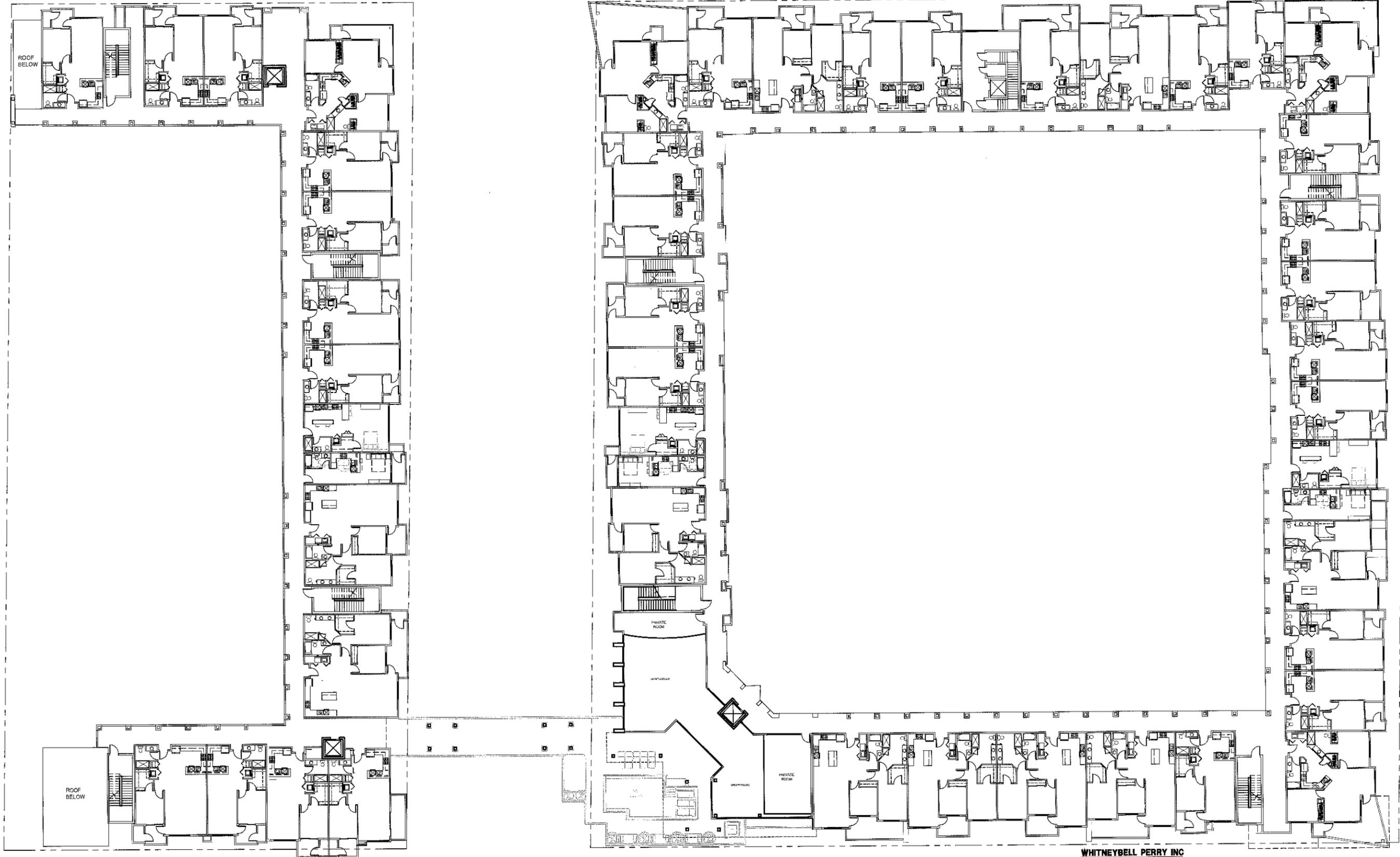
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**THIRD FLOOR  
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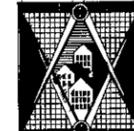
**PRELIMINARY FOURTH FLOOR PLAN**

SCALE: 1/16" = 1'-0"



**PRELIMINARY**

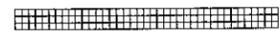
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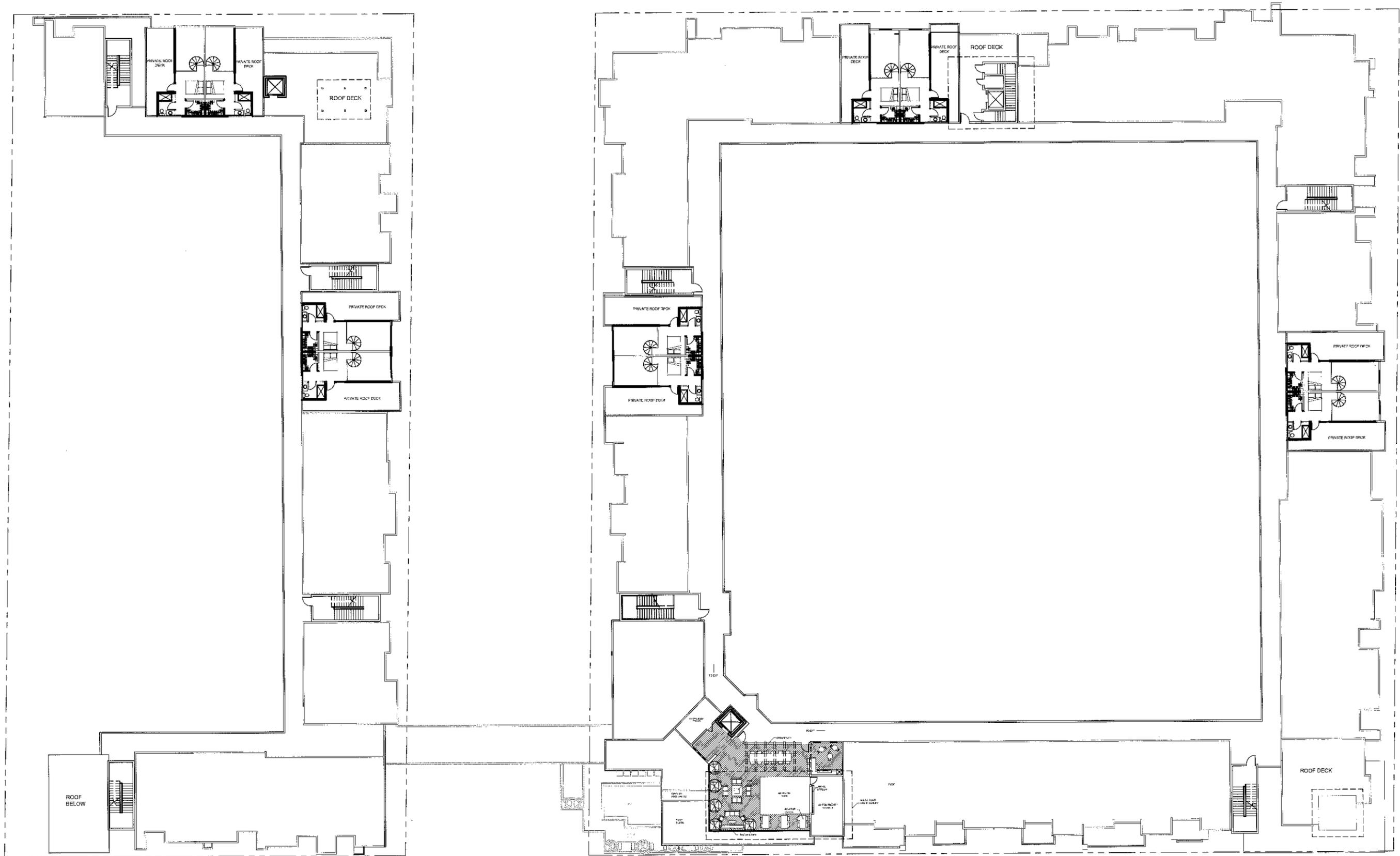
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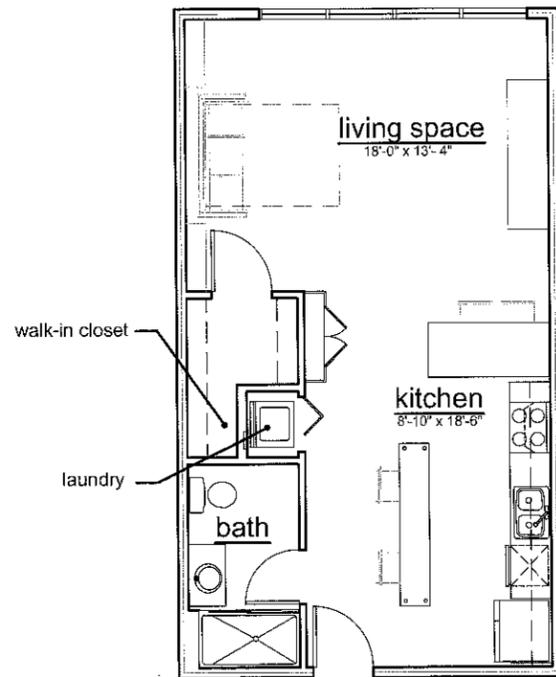
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**FOURTH FLOOR  
PRELIMINARY**



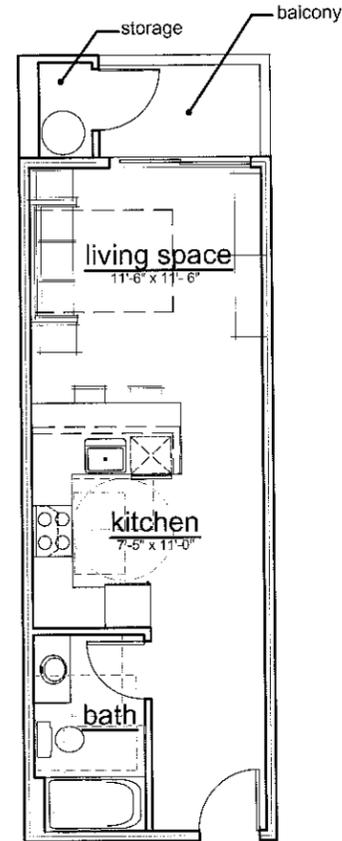
**PRELIMINARY**



**PRELIMINARY UNIT PLAN S1**

SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA	±609.7 SQ. FT.	GROSS LIVABLE AREA	±609.7 SQ. FT.
PATIO/BALCONY	±00 SQ. FT.	NET RENTABLE	±576 SQ. FT.
TOTAL	±609.7 SQ. FT.		



**PRELIMINARY UNIT PLAN S2**

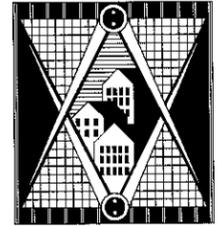
SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA	381 SQ. FT.	GROSS LIVABLE AREA	381 SQ. FT.
STORAGE	17 SQ. FT.	NET RENTABLE	352 SQ. FT.
PATIO/BALCONY	43 SQ. FT.		
TOTAL	441 SQ. FT.		



**PRELIMINARY**

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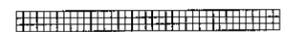


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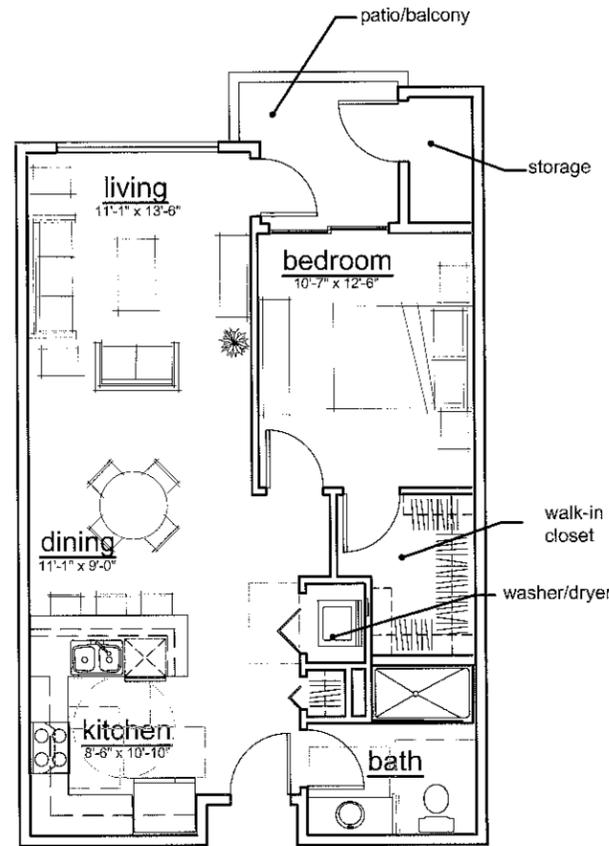
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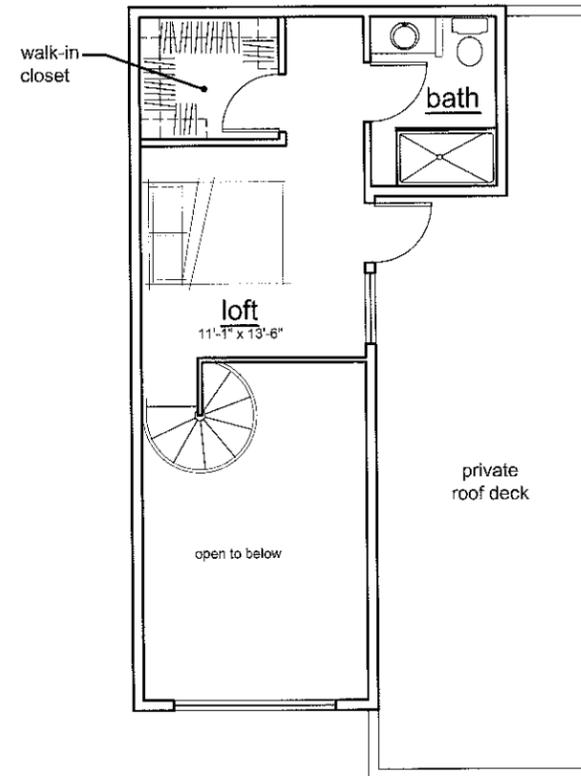
**UNIT PLANS  
PRELIMINARY**



**PRELIMINARY UNIT PLAN A1**

SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA	±728.7 SQ. FT.	GROSS LIVABLE AREA	±728.7 SQ. FT.
STORAGE	±26 SQ. FT.	NET RENTABLE	±687 SQ. FT.
PATIO/BALCONY	±64 SQ. FT.		
TOTAL	±818.7 SQ. FT.		



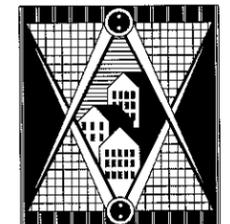
**PRELIMINARY UNIT PLAN A1 LOFT**

SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA	±276.3 SQ. FT.	GROSS LIVABLE AREA	±276.3 SQ. FT.
STORAGE	0 SQ. FT.	NET RENTABLE	±246.4 SQ. FT.
ROOF DECK	±362 SQ. FT.		
TOTAL	±637.3 SQ. FT.		

**PRELIMINARY**

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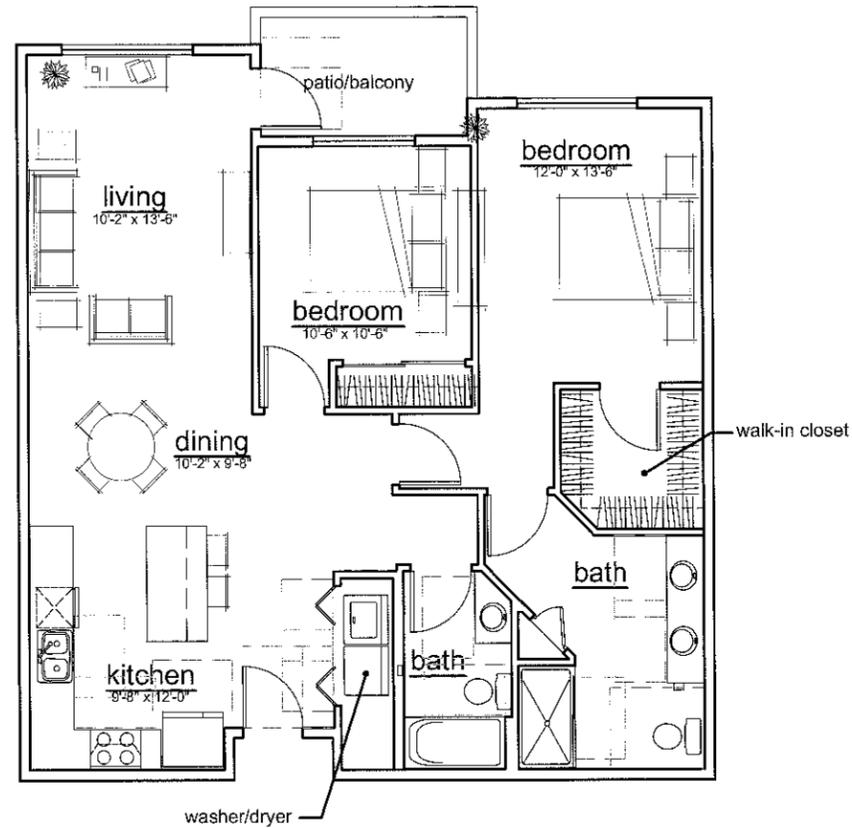
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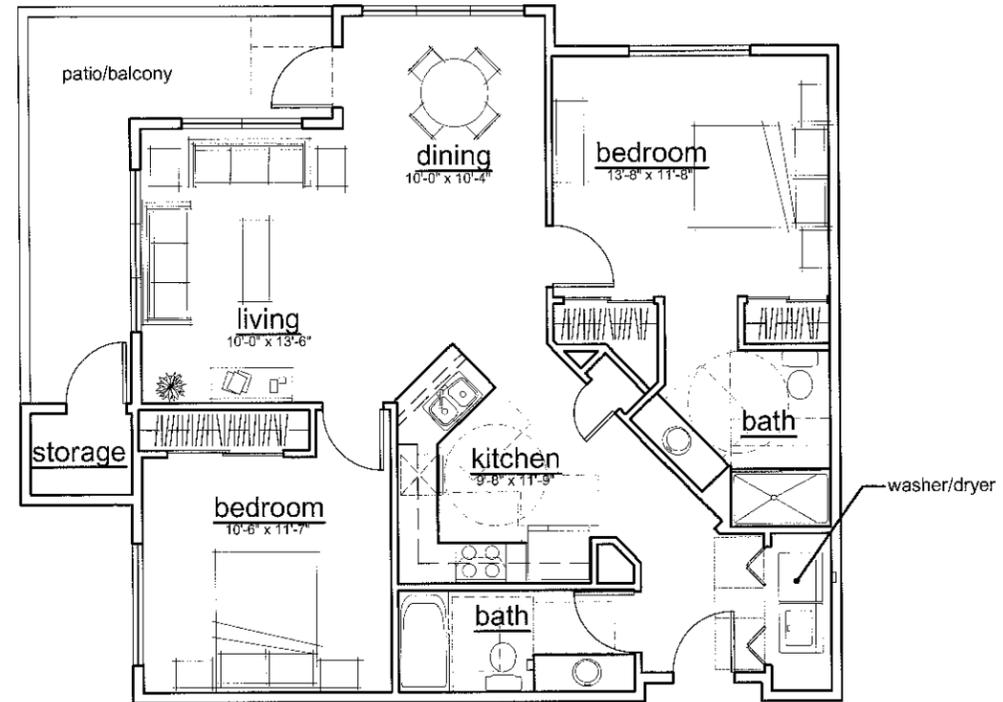
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**UNIT PLANS  
 PRELIMINARY**



**PRELIMINARY UNIT PLAN B1**

GROSS LIVABLE AREA	±1,139 SQ. FT.	GROSS LIVABLE AREA	±1,139 SQ. FT.
STORAGE	0 SQ. FT.	NET RENTABLE	±1,083 SQ. FT.
PATIO/BALCONY	±68 SQ. FT.		
TOTAL	±1,207 SQ. FT.		



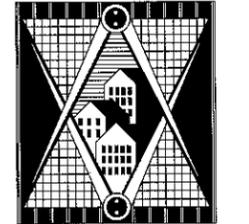
**PRELIMINARY UNIT PLAN B2**

GROSS LIVABLE AREA	±1,126.1 SQ. FT.	GROSS LIVABLE AREA	±1,126.1 SQ. FT.
STORAGE	±35 SQ. FT.	NET RENTABLE	±1,022.9 SQ. FT.
PATIO/BALCONY	±162 SQ. FT.		
TOTAL	±1,323.1 SQ. FT.		

\*SEE SITE PLAN FOR PATIO VARIATIONS.

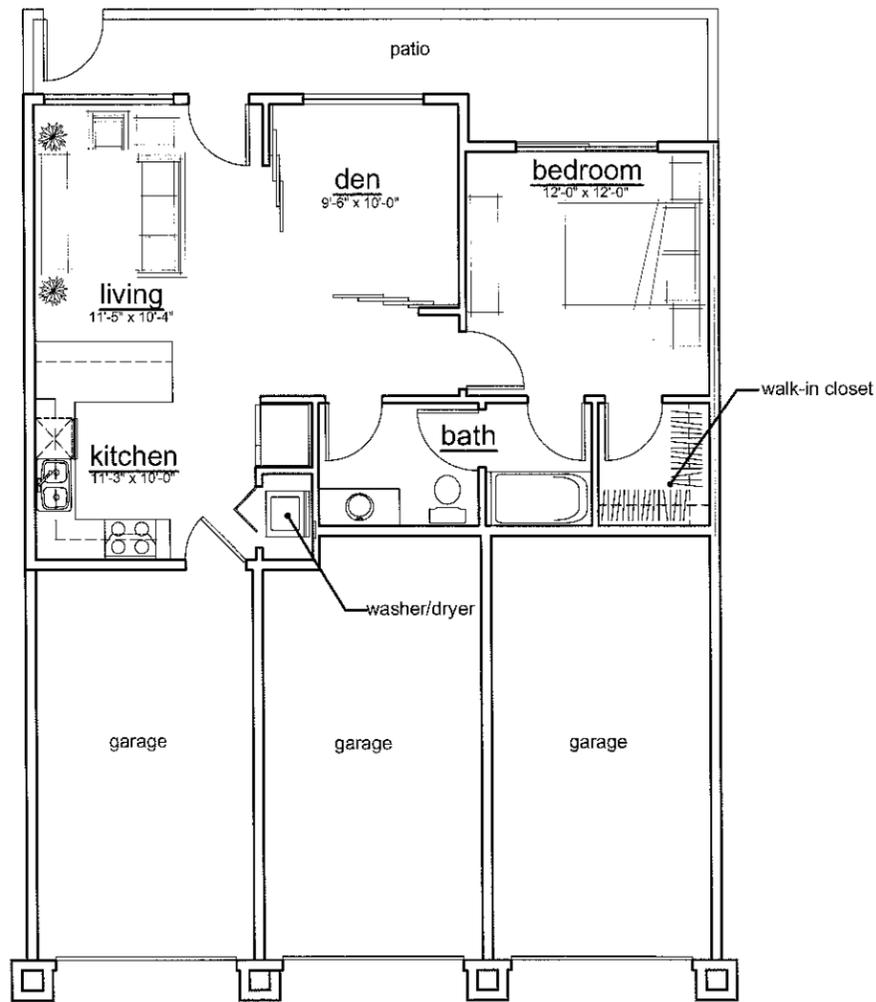
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**PRELIMINARY UNIT PLAN B3**

SCALE: 1/4" = 1'-0"

GROSS LIVABLE AREA ±725.3 SQ. FT.  
 PATIO/BALCONY ±65 SQ. FT.  
 TOTAL ±790.3 SQ. FT.

GROSS LIVABLE AREA ±725.3 SQ. FT.  
 NET RENTABLE ±688 SQ. FT.

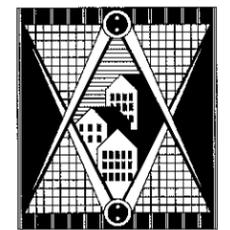
\*SEE SITE PLAN FOR PATIO VARIATIONS.

DC HEIGHTS LLC  
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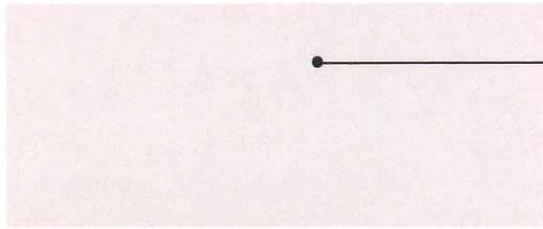
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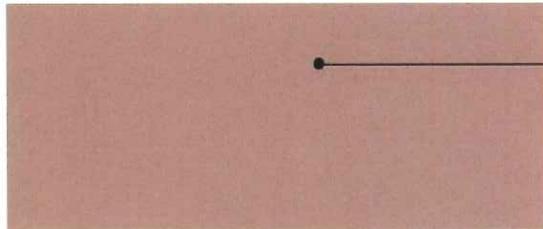
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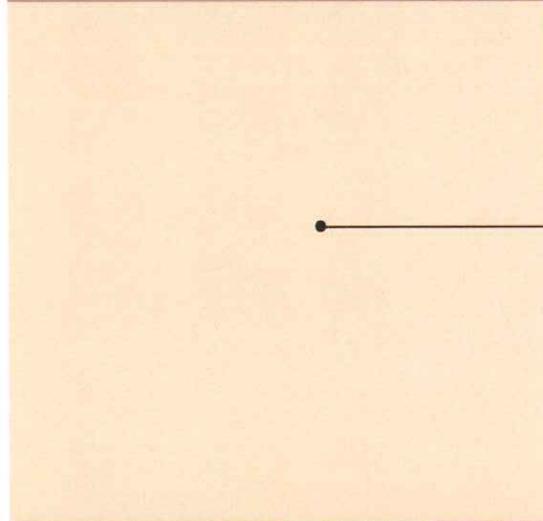
**E. MATERIAL &  
COLOR SCHEME**



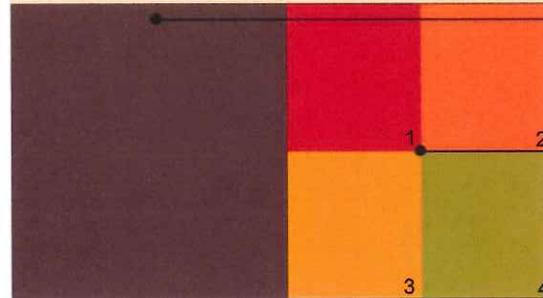
**(C)** EXTERIOR BODY COLOR 3  
 MANUF: DUNN EDWARDS  
 COLOR: SILVER LAKE (DE6379)  
 LOCATION: EXTERIOR WALLS



**(B)** EXTERIOR BODY COLOR 2  
 MANUF: DUNN EDWARDS  
 COLOR: HANDWOVEN (DE6200)  
 LOCATION: EXTERIOR WALLS

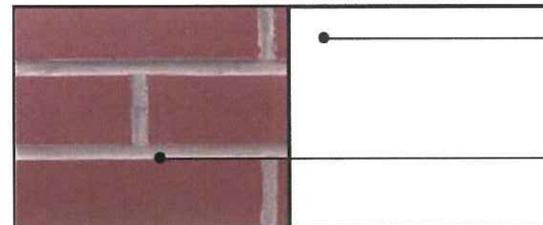


**(A)** EXTERIOR BODY COLOR  
 MANUF: DUNN EDWARDS  
 COLOR: SAND DOLLAR (DE6171)  
 LOCATION: EXTERIOR WALLS



**(E)** ACCENT 1  
 MANUF: DUNN EDWARDS  
 COLOR: CELLAR DOOR (DEA157)  
 LOCATION: DETAIL ACCENTS, POSTS, DECORATIVE ACCENTS

**(F)** ACCENT 2,  
 MANUF: DUNN EDWARDS  
 COLOR: 1: BONFIRE FLAME (DEA109)  
 2: INSTANT ORANGE (DEA114)  
 3: GOLDEN LOCK (DEA121)  
 4: FLUORESCENT LIME (DE5517)  
 LOCATION: DECORATIVE SCREEN



**(D)** EXTERIOR BODY COLOR 3  
 MANUF: DUNN EDWARDS  
 COLOR: WHITE (DEW380)  
 LOCATION: EXTERIOR WALL

**(G)** ACCENT BRICK  
 MANUF: ENDICOTT  
 COLOR: ROSE BLEND  
 LOCATION: FIRST LEVEL

**NOTE:**

\* BUILDING PALETTE LOCATIONS AND SELECTIONS ARE SUBJECT TO CHANGE DURING PROJECT DESIGN DEVELOPMENT AND/OR PROJECT PRICING.

\*\* COLORS ARE REPRESENTATIONS OF ACTUAL COLORS. COLOR CHIPS ARE AVAILABLE UPON REQUEST.

\*\*\* BUILDING MATERIALS ARE REPRESENTATIONS OF DESIGN INTENT. MANUFACTURERS AND MODEL NUMBERS ARE SUBJECT TO CHANGE.

**DC HEIGHTS LLC**

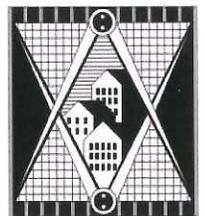


**DC HEIGHTS URBAN LIVING**

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1102 EAST MISSOURI AVENUE  
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 676 WEST CHANDLER BLVD., SUITE 123  
 CHANDLER, ARIZONA 85226-7532

1226

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 5 Sep 2014

**PRELIM MATERIALS & COLOR SCHEME**

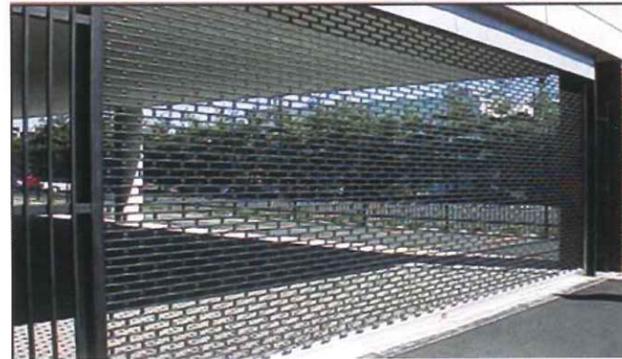
# **F. SITE DETAILS**

**CORNELL**

SAFE AND SECURE  
www.cornelliron.com

**HIGH CYCLE OPENINGS**

**PRACTICAL DESIGN APPLICATIONS:**  
-PARKING GARAGES



**PRODUCT REQUIREMENTS**

**-CYCLE LIFE:** HIGH CYCLE UNITS ARE EXPECTED TO OPEN/CLOSE MORE THAN 50 TIMES A DAY AND ARE DEFINED AS THE REQUIRED CYCLE QUANTITY ACHIEVABLE IN THE LIFETIME OF THE PRODUCT.

**-AESTHETICS OF OPENING:** HIGH TRAFFIC AREAS CAN DEMAND A MORE AESTHETICALLY PLEASING PRODUCT

**-VISIBILITY:** THE NEED FOR VISUAL ACCESS OF SEPARATED SPACES

**-VENTILATION:** AIRFLOW BETWEEN SEPARATED SPACES.

**PHILIPS  
LUMEC**

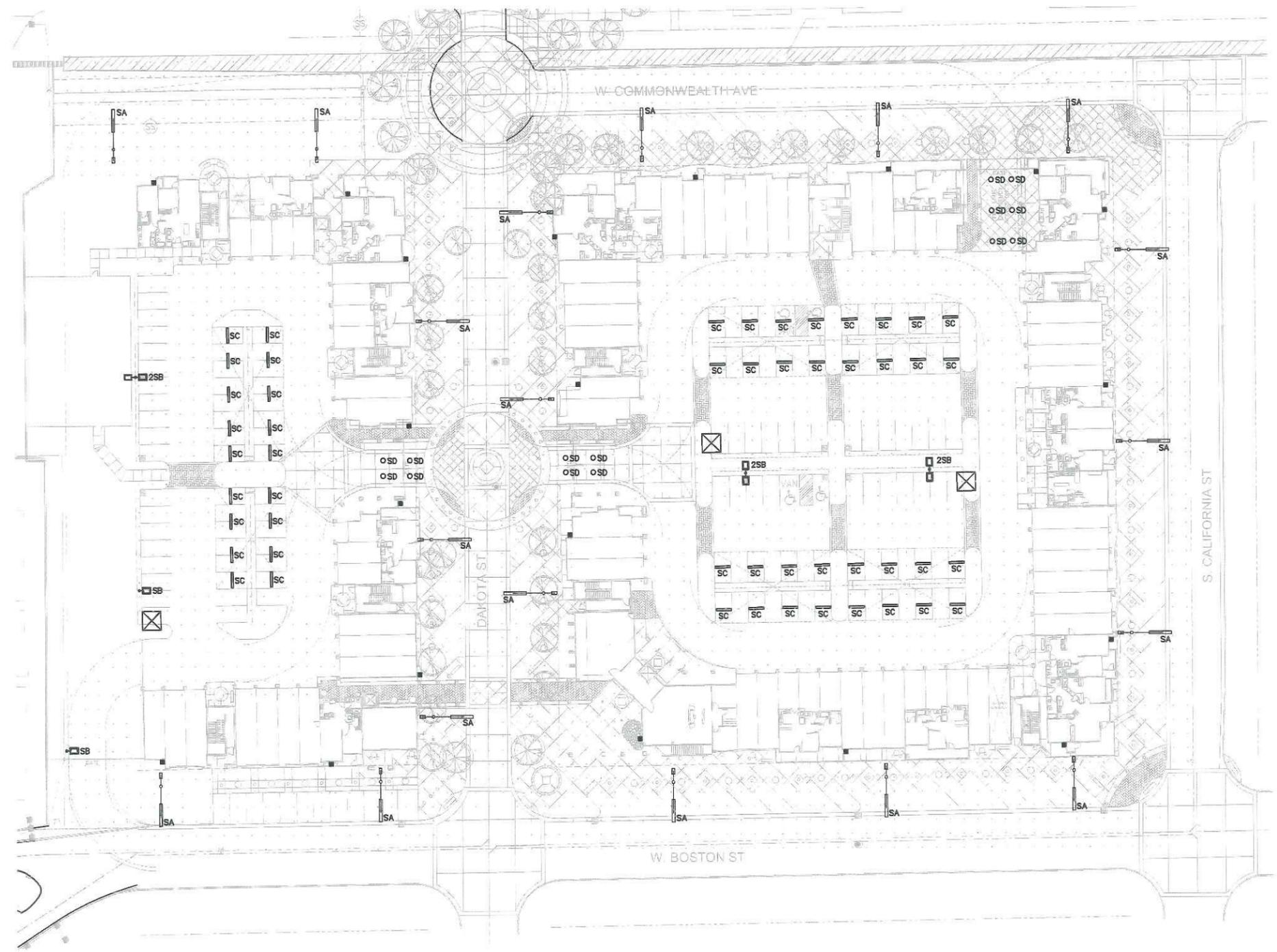
**SOLECITY**  
MEDIUM LED STREET AND AREA LUMINARE



△	-
△	-
△	-
△	-
△	-

**SYMBOLS LEGEND:**

SB	SINGLE HEAD POLE MOUNTED LED LIGHTING FIXTURE @ +16'-0" A.F.G.
2SB	DOUBLE HEAD POLE MOUNTED LED LIGHTING FIXTURE @ +16'-0" A.F.G.
■	LOW VOLTAGE LED PROPOSED TRANSFORMER LOCATION. (12"x12"x4")
SA	POLE MOUNTED STREET/SIDEWALK LIGHTING FIXTURE @ +20'-0" A.F.G.
SC	4 FT. FLUORESCENT FIXTURE WITH (1) F32 TB. U.L. LISTED FOR DAMP LOCATIONS.
SD	RECESSED LED DOWNLIGHT



**ELECTRICAL SITE LIGHTING PLAN**  
SCALE: 1"=30'-0"

**DC HEIGHTS**  
**ELECTRICAL SITE LIGHTING PLAN**

**NP ENGINEERING INC.**  
4115 N. 15TH AVE.  
PHOENIX, AZ 85015  
PH: (602) 265-1559 FAX: (602) 265-1605

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NP Proj. No: **00-000**  
Project Manager: **Rich P.**  
Drawn by: **NPE**  
Date: **Oct. 2008**

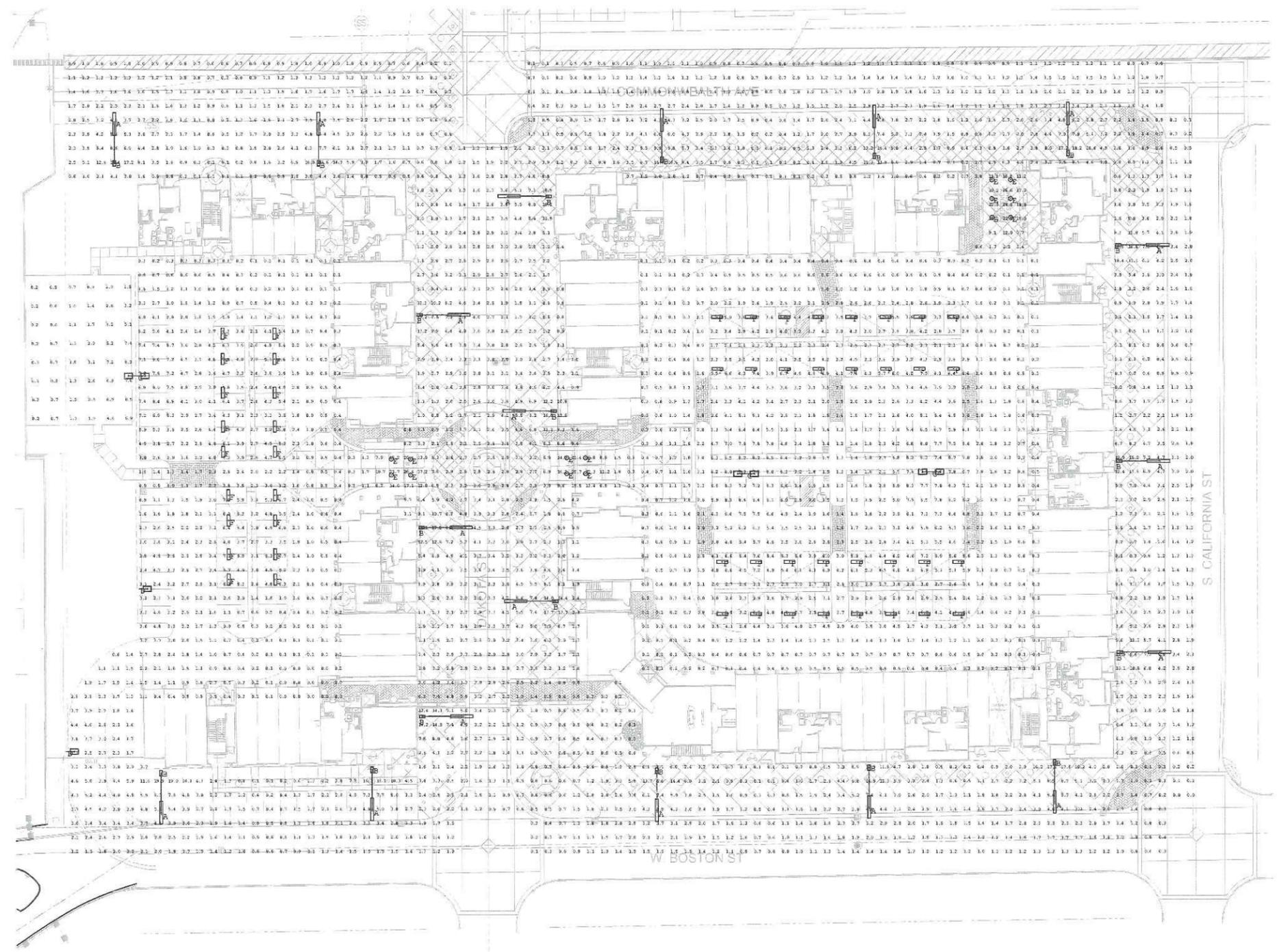
Calculation Summary		Coltype	Units	Min	Max	Sum	Avg/Min	Max/Min
Label	20	ILLUMINANCE	FC	2.69	28.6	0.6	N.A.	N.A.
20	20	ILLUMINANCE	FC	2.47	8.5	0.2	12.35	42.59

Luminaire Schedule		Label	Arrangement	Total Lamp Lumens	LFP	Description
Symbol	Qty					
19	8	A	SHKZS	2900	0.857	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	B	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	C	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	D	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	E	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	F	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	G	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	H	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	I	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	J	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	K	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	L	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	M	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	N	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	O	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	P	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	Q	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	R	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	S	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	T	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	U	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	V	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	W	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	X	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	Y	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS
19	8	Z	SHKZS	N.A.	N.A.	PHILIPS UPRC - GEN 215022000AR 2' LED 215M LFD @ 20' APS

**SYMBOLS LEGEND:**

- SINGLE HEAD POLE MOUNTED LED LIGHTING FIXTURE @ +16'-0" A.F.G.
- DOUBLE HEAD POLE MOUNTED LED LIGHTING FIXTURE @ +16'-0" A.F.G.
- LOW VOLTAGE LED PROPOSED TRANSFORMER LOCATION (12"x12"x4")
- POLE MOUNTED STREET/SIDEWALK LIGHTING FIXTURE @ +20'-0" A.F.G.
- 4 FT. FLUORESCENT FIXTURE WITH (1) F32 T8 U.L. LISTED FOR DAMP LOCATIONS.
- RECESSED LED DOWNLIGHT



**ELECTRICAL SITE PHOTOMETRIC PLAN**

SCALE: 1"=30'-0"

**DC HEIGHTS**

**ELECTRICAL SITE LIGHTING PLAN**

**NP ENGINEERING INC.**  
 4115 N. 15TH AVE.  
 PHOENIX, AZ 85015  
 PH: (602) 265-1559 FAX: (602) 265-1605

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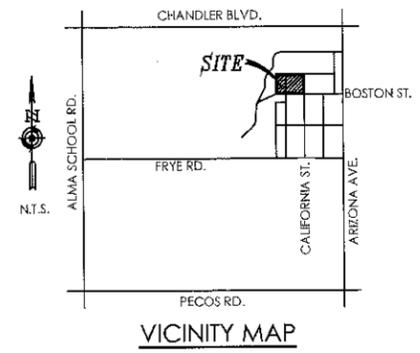
NP Proj. No: **00-000**  
 Project Manager: **Rich P.**  
 Drawn by: **NPE**  
 Date: **Oct. 2013**

**PH1**

**G. SITE  
ENGINEERING**

# A.L.T.A./A.C.S.M. LAND TITLE SURVEY

## LOTS 569 THROUGH 586, CHANDLER PLAT, BOOK 5, PAGE 34. LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



### NOTES

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- THIS SURVEY DOES NOT REFLECT NOR DETERMINE OWNERSHIP.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY TERRASCAPE CONSULTING LLC FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
- TERRASCAPE CONSULTING LLC RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE NO. NCS-526932-PHX1, DATED MARCH 1, 2012. ADDITIONAL RELATIVE INSTRUMENTS OF RECORD PROVIDED WITH SAID REPORT BUT WITHOUT INDEPENDENT INVESTIGATION OR ABSTRACTING, IN THE PREPARATION OF THE TITLE, AND THE INFORMATION PRESENTED AND SHOWN HEREON. THIS PROPERTY IS SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY AND THOSE MATTERS THAT ARE NOT DISCLOSED BY SAID TITLE COMMITMENT, IF ANY.
- THE PROPERTY HAS UNOBSTRUCTED DIRECT ACCESS TO DEDICATED PUBLIC STREET ALONG COMMONWEALTH AVE., CALIFORNIA ST., BOSTON ST., AND DAKOTA ST.
- PER ALTA/ACSM TABLE A OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS:
  - MONUMENTS ARE SHOWN HEREIN.
  - SITE ADDRESSES - 201 W. COMMONWEALTH AVE. 219 W. COMMONWEALTH AVE. 233 W. COMMONWEALTH AVE. 259 W. COMMONWEALTH AVE. 279 W. COMMONWEALTH AVE. 299 W. COMMONWEALTH AVE. 301 W. COMMONWEALTH AVE. 319 W. COMMONWEALTH AVE. 339 W. COMMONWEALTH AVE. 50 S. CALIFORNIA ST. 200 W. BOSTON ST. 218 W. BOSTON ST. 238 W. BOSTON ST. 258 W. BOSTON ST. 278 W. BOSTON ST. 298 W. BOSTON ST. 300 W. BOSTON ST. 338 W. BOSTON ST.
  - SEE FLOOD ZONE CLASSIFICATION INFORMATION ON THIS SHEET.
  - GROSS LAND AREA OF SAID PARCELS - LOTS 569-574 AREA = 46,179.23 SQUARE FEET OR 1.06 ACRES. LOTS 575-586 AREA = 92,425.20 SQUARE FEET OR 2.12 ACRES. ALLEY AREA = 9,239.02 SQUARE FEET OR 0.21 ACRES. TOTAL AREA = 147,843.45 SQUARE FEET OR 3.39 ACRES.
  - VERTICAL INFORMATION WAS GATHERED USING GPS RTK TECHNOLOGY. SEE BENCHMARK INFORMATION AND DATUM INFORMATION ON THIS SHEET.
  - (a) SINGLE LEVEL SINGLE FAMILY RESIDENCES EXIST ON LOTS 576, 579, 580, AND 582. LOCATIONS AND DIMENSIONS ARE AS SHOWN ON SHEET 2.
  - SUBSTANTIAL FEATURES ARE PLOTTED AND SHOWN HEREIN.
  - NO DESIGNATED PARKING EXISTS.
  - (a) ALL OBSERVED SURFACE UTILITY FEATURES ARE PLOTTED AND SHOWN HEREIN.
  - (b) UNDERGROUND UTILITIES ARE SHOWN HEREON BASED ON AS-BUILT MUNICIPAL PLANS. THERE MAY BE UNDERGROUND UTILITIES NOT SHOWN ON THIS DRAWING WHICH MAY AFFECT THE SUBJECT PARCEL(S) OR ADJACENT PARCELS. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES.
  - NO PROPOSED CHANGES TO RIGHT-OF-WAY LINES ARE KNOWN AT THE TIME OF THIS SURVEY. NO RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED.
  - (a) NO IMPROVEMENTS WERE IDENTIFIED.

### LEGAL DESCRIPTION (PER TITLE REPORT AND CURRENT DEED)

LOTS 569 THROUGH 586 OF CHANDLER PLAT RECORDED IN BOOK 5 OF MAPS, PAGE 34, MARICOPA COUNTY RECORDS.

### SCHEDULE "B" ITEMS

- SECOND INSTALLMENT OF 2011 TAXES, A LIEN, PAYABLE ON OR BEFORE MARCH 1, 2012, AND DELINQUENT MAY 1, 2012. (NOT A SURVEY MATTER)
- TAXES FOR THE FULL YEAR OF 2012. (THE FIRST HALF IS DUE OCTOBER 1, 2012 AND IS DELINQUENT NOVEMBER 1, 2012. THE SECOND HALF IS DUE MARCH 1, 2013 AND IS DELINQUENT MAY 1, 2013. (NOT A SURVEY MATTER)
- ANY CHARGE UPON SAID LAND BY REASON OF ITS INCLUSION IN ROOSEVELT WATER CONSERVATION DISTRICT. (ALL ASSESSMENTS DUE AND PAYABLE ARE PAID.) (NOT A SURVEY MATTER)
- RESERVATIONS OR EXCEPTIONS IN PATENTS, OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF. (NOTHING PROVIDED)
- ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED FEBRUARY 18, 2009 AS BOOK 1021 OF MAPS, PAGE 38. (AS SHOWN)
- ALL MATTERS AS SET FORTH IN RECORD OF SURVEY, RECORDED FEBRUARY 24, 2009 AS BOOK 1022 OF MAPS, PAGE 8. (AS SHOWN)
- ALL MATTERS AS SET FORTH IN MAP OF DEDICATION FOR ROCKEFELLER GROUP NORTH GATEWAY, RECORDED MAY 10, 2010 AS BOOK 1054 OF MAPS, PAGE 42. (AS SHOWN)
- § 1 (\$ 6 0 { 1 7 } 2 5 3 8 % / , & B 7 , / , 7 { 6 5 } ' , 1 6 ' { 1 7 5 / 3 8 5 3 2 6 { 6 , 1 7 + ( ' 2 & 8 0 { 1 7 5 1 & 2 5 ' ' 2 } , & , \$ / 5 { & 2 5 ' 6 9 6 6 + 2 : 1
- TERMS AND PROVISIONS OF AN UNRECORDED LEASE DATED NOT SHOWN, BY AND BETWEEN BEEBE FAMILY PARTNERS, L.P., AN ARIZONA LIMITED PARTNERSHIP AS LESSOR AND ROSS FARMS, AN ARIZONA PARTNERSHIP AS LESSEE, AS DISCLOSED BY A SPECIAL WARRANTY DEED AND QUITCLAIM DEED RECORDED JANUARY 15, 2008 AS 2008-0036797 OF OFFICIAL RECORDS.  
THE LESSOR'S INTEREST UNDER THE LEASE HAS BEEN ASSIGNED TO RC-RECKER LLC, A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED JANUARY 15, 2008 AS 2008-0036797 OF OFFICIAL RECORDS.  
THE LESSOR'S INTEREST UNDER THE LEASE HAS BEEN ASSIGNED TO ... BY ASSIGNMENT RECORDED ..... AS OF OFFICIAL RECORDS. (NOT A SURVEY MATTER)
- ALL MATTERS AS SET FORTH IN SPECIAL WARRANTY DEED AND QUITCLAIM DEED, RECORDED JANUARY 15, 2008 AS 2008-0036797 OF OFFICIAL RECORDS. (AS SHOWN)
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT REIMBURSEMENT AND LIEN AGREEMENT" RECORDED NOVEMBER 22, 2011 AS 2011-0967500 OF OFFICIAL RECORDS. (AFFECTS SUBJECT PARCEL AT THE TIME OF DEVELOPMENT, BUT NOT PLOTTABLE)
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NORTH GATEWAY PROJECT DEVELOPMENT AGREEMENT" RECORDED DECEMBER 01, 2011 AS 2011-0994744 OF OFFICIAL RECORDS. (AFFECTS SUBJECT PARCEL AT THE TIME OF DEVELOPMENT, BUT NOT PLOTTABLE)
- ANY RIGHTS, INTERESTS OR CLAIMS THAT MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN ALTA/ACSM SURVEY MADE BY ... ON ... DESIGNATED JOB NUMBER ... (AS SHOWN PER THIS SURVEY)
- THE RIGHTS OF PARTIES IN POSSESSION BY REASON OF ANY UNRECORDED LEASE OR LEASES OR MONTH TO MONTH TENANCIES AFFECTING ANY PORTION OF THE WITHIN DESCRIBED PROPERTY. (NOT A SURVEY MATTER)  
NOTE: THIS MATTER WILL BE MORE FULLY SET FORTH OR DELETED UPON COMPLIANCE WITH THE APPLICABLE REQUIREMENT(S) SET FORTH HEREIN.
- WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)

### BASIS OF BEARING

1 ( \$ 6 7 % / , 1 \* 7 + { 0 2 1 8 0 { 1 7 / , 1 { 2 } ' \$ . 2 7 \$ 6 7 % ( 7 : { { 1 6 2 0 0 2 1 : ( \$ / 7 + S U B J E C T P A R C E L ( S ) O R A D J A C E N T P A R C E L S N O E X C A V A T I O N S W E R E M A D E T O L O C A T E B U R I E D U T I L I T I E S .

### BENCHMARK

BRASS CAP FLUSH AT THE INTERSECTION OF DELAWARE ST. AND FRYE RD. HAVING A CITY OF CHANDLER NAVD88 ELEVATION OF 1215.29.

### REFERENCE DOCUMENTS

- (R1) MAP OF CHANDLER, MARICOPA COUNTY, ARIZONA, BOOK 5 OF MAPS, PAGE 34, M.C.R.
- (R2) SAN MARCOS FAIRWAYS, BOOK 20 OF MAPS, PAGE 33, M.C.R.
- (R3) FINAL PLAT FOR SAN MARCOS VILLAGE I, BOOK 413 OF MAPS, PAGE 01, M.C.R.
- (R4) P155 SUBDIVISION RECORD OF SURVEY, BOOK 669 OF MAPS, PAGE 47, M.C.R.
- (R5) RECORD OF SURVEY, SHERATON SAN MARCOS, BOOK 757 OF MAPS, PAGE 25, M.C.R.
- (R6) RESULTS OF SURVEY OF A PORTION OF LOT 568 OF CHANDLER TOWNSITE, BOOK 1006 OF MAPS, PAGE 42, M.C.R.

### UTILITY NOTES

SURFACE EVIDENCE OF UTILITIES LOCATED IN THE FIELD ARE SHOWN HEREON.  
GAS, CABLE TV, ELECTRIC, TELEPHONE AND OTHER UTILITIES QUARTER SECTION MAPS WERE NOT PROVIDED AS REQUESTED AND SURFACE EVIDENCE ONLY IS SHOWN HEREON.  
PRELIMINARY RECKER RD. UTILITY CROSSING PLAN BY ATWELL GROUP, JOB NUMBER 09000707.  
IMPROVEMENT PLANS FOR ELLIOT GROVES AT MARRISON RANCH - PHASE 1A BY EPS GROUP, INC. SHEETS 1-75 APPROVED 3/7/2012 BY R.W.C.D. AND M.C. JOB NO. 10-004.  
IMPROVEMENT PLANS FOR ELLIOT GROVES AT MARRISON RANCH - PHASE 1A BY EPS GROUP, INC. SHEETS 1-74, DATED 11/15/11. JOB NO. 10-004.  
COOLEY STATION NORTH OFFSITE AS-BUILT IMPROVEMENT PLANS BY M2 GROUP, INC. SHEETS 19-29, DATED 10/17/07, JOB NO. 03061TH.  
CITY OF MESA, 42" RECLAIMED WATER LINE RECORD DRAWING IMPROVEMENT PLANS BY EPS GROUP, INC. SHEETS 1-61 DATED 6/01/07, CATALOG NO. A.112487A.  
LAKEVIEW TRAILS (NORTH) AT MORRISON RANCH IMPROVEMENT PLANS BY EPS GROUP, INC. SHEETS 1-181 DATED 5/27/06.  
TOWN OF GILBERT, ARIZONA, HIGLEY-WARNER SEWER, WATER, AND RECLAIMED WATER EXTENSIONS AS-BUILT PLAN BY HFC ENGINEERING, L.L.C., DATED 11/01/03, JOB NO. 5927.  
CITY OF MESA, TOWN OF GILBERT, ARIZONA SOUTH WATER RECLAMATION PLANT FORCE MAIN IMPROVEMENT AS-BUILT PLAN BY COROLLO ENGINEERS DATED 6/19/00, JOB NO. 4325A.10

### FLOOD ZONE CLASSIFICATION

FLOOD ZONE DESIGNATION "X" PER FEDERAL FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C2665G, PANEL 2665 OF 4350, DATED SEPTEMBER 30, 2005.  
ZONE "X" - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.  
(THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THE SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP OR THE LOCATION OF THE FLOOD ZONE BOUNDARY. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THE SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.)

### SURVEYOR'S CERTIFICATION

TO: RC-RECKER LLC, A LIMITED LIABILITY COMPANY, INVESTMENT PROPERTY ASSOCIATES, L.L.C. A LIMITED LIABILITY COMPANY, First American Title Insurance Company.  
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(a), 8, 9, 11(a)(i), 17 AND 20(a) OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JULY 20, 2012.

MITCHELL H RAGSDALE ARIZONA REGISTERED LAND SURVEYOR REGISTRATION NO. 48943 DATE



Expires 12/31/2014

REVISTIONS	CR	APP							
	No.	Date							

DATE	BY	SCALE	JOB NO.	DATE	BY

1105 EAST MISSOURI AVENUE  
PHOENIX, ARIZONA 85014  
(602) 297-8752  
(602) 250-9168 FAX



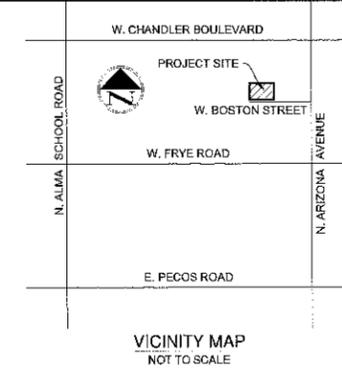
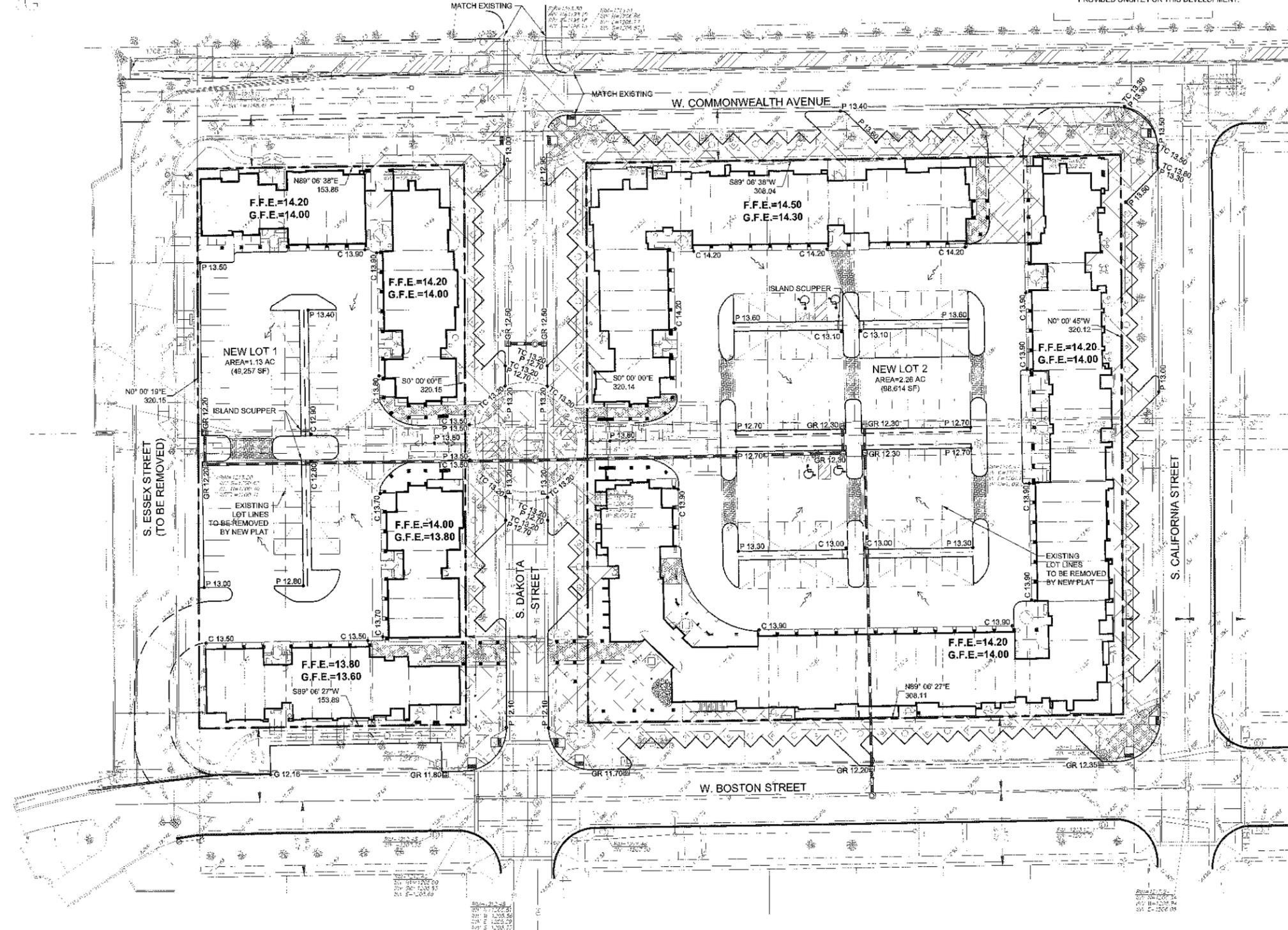
PROJECT: THE HEIGHTS APARTMENTS  
DESCRIPTION: ALTA/ACSM LAND TITLE SURVEY  
SHEET: 1 OF 2



# PRELIMINARY GRADING AND DRAINAGE PLAN DC HEIGHTS CHANDLER, ARIZONA

LOTS 569 THROUGH 586, CHANDLER PLAT, BOOK 5, PAGE 34. LOCATED IN THE  
NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST,  
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

**RETENTION NOTE:**  
THE SITE IS LOCATED WITHIN THE DENVER BASIN  
DRAINAGE AREA AS OUTLINED IN THE CITY OF  
CHANDLER TECHNICAL MANUAL #3: DRAINAGE  
POLICIES AND STANDARDS. THE DESIGN  
PRECIPITATION DEPTH FOR ONSITE RETENTION  
WITHIN THIS DRAINAGE AREA IS 0.0 INCHES OF  
RAINFALL. ACCORDINGLY NO RETENTION IS  
PROVIDED ONSITE FOR THIS DEVELOPMENT.



**PROPERTY OWNER**

D.C. LAND, LLC  
2425 E. CAMELBACK ROAD  
PHOENIX, AZ 85016  
CONTACT: THOMAS GARDNER  
PHONE: (602) 361-3555

**ARCHITECT**

WHITNEYBELL PERRY INC.  
1102 E. MISSOURI AVENUE  
PHOENIX, ARIZONA 85014  
CONTACT: MIKE PERRY  
PHONE: (602) 265-1861  
FAX: (480) 821-0148

**CIVIL ENGINEER**

TERRASCOPE CONSULTING  
1102 EAST MISSOURI AVENUE  
PHOENIX, ARIZONA 85014  
CONTACT: DAVE SOLTYSIK, P.E.  
PHONE: (602) 297-8732  
FAX: (602) 230-8458

**PROJECT INFORMATION**

GROSS AREA (TO CENTERLINE): 6.32 AC  
PARCEL BOUNDARY / NET AREA: 3.39 AC  
APN NUMBERS:  
303-08-059 303-08-068  
303-08-060 303-08-067  
303-08-061 303-08-068  
303-08-062 303-08-069  
303-08-063 303-08-070  
303-08-064 303-08-071  
303-08-065

**CURRENT ZONING:**

MULTIFAMILY RESIDENTIAL DISTRICT (MF-2)  
PROPOSED USES:  
FAD (MULTI-FAMILY)

**BENCHMARK**

BRASS CAP FLUSH AT THE INTERSECTION OF  
DELAWARE ST. AND FRYE RD. HAVING A CITY  
OF CHANDLER NAVD88 ELEVATION OF  
1215.29.

**BASIS OF BEARING**

N 00°00'00" EAST, BEING THE MONUMENT LINE  
OF DAKOTA ST. BETWEEN COMMONWEALTH  
AVE. AND BOSTON ST.

**FLOOD INFORMATION**

ACCORDING TO FEMA FLOOD INSURANCE  
RATE MAP NUMBER 04013C2740L,  
DATED OCTOBER 18, 2013, THE SUBJECT  
PROPERTY IS LOCATED IN ZONE X. ZONE X IS  
DEFINED AS "AREAS OF 0.2% ANNUAL  
CHANCE FLOOD; AREAS OF 1% ANNUAL  
CHANCE FLOOD WITH AVERAGE DEPTHS OF  
LESS THAN 1 FOOT OR DRAINAGE AREAS  
LESS THAN 1 SQUARE MILE, AND AREAS  
PROTECTED BY LEVEES FROM 1% ANNUAL  
CHANCE FLOOD."

civil engineering  
surveying  
urban planning

# Terrascope

consulting

1102 E. Missouri Avenue, Phoenix, Arizona 85014  
T: (602) 297-8732 F: (602) 230-8458 W: terrascopengroup.com E: info@terrascopengroup.com

SEAL:

DAVID M. SOLTYSIK  
11/10/14  
EXPIRES 3/31/2015

**DC HEIGHTS**  
CHANDLER, ARIZONA

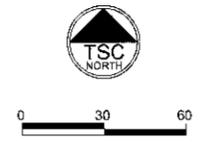
**PRELIMINARY  
GRADING & DRAINAGE  
PLAN**

Call at least two full working days  
before you begin excavation.

Arizona 811  
Arizona One Stop, Inc.  
Dig 8-1-1 or 1-800-STAKE-IT (762-5348)  
In Maricopa County: (602) 203-1100

DATE:	DESCRIPTION
11/10/14	PDF SUBMITTAL

CHECKED BY:	DMS
DRAWN BY:	TSB
TITLE:	PRELIMINARY GRADING & DRAINAGE PLAN
SHEET No.	1 of 1
PROJECT No.	0243



PREPARED BY: TSB  
 CHECKED BY: DMS  
 DATE: 11/10/14

EXHIBIT C

City Ordinance #4597  
Zoning Ordinance

## **ORDINANCE NO. 4597**

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM MULTI-FAMILY RESIDENTIAL (MF-2) TO PLANNED AREA DEVELOPMENT (PAD) FOR MIXED-USE RESIDENTIAL AND COMMERCIAL INCLUDING A MID-RISE OVERLAY FOR BUILDING UP TO 130-FEET IN CASE (DVR14-0032 DC HEIGHTS) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

WHEREAS, application for rezoning involving certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days notice of time, place and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

### SECTION I. Legal Description of Property:

SEE ATTACHMENT 'A'

Said parcel is hereby rezoned from MF-2 to PAD for mixed-use residential and commercial including a Mid-Rise Overlay, subject to the following conditions:

1. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
2. Undergrounding of all overhead electric (less than 69kv), communication, and television lines and any open irrigation ditches or canals located on the site or within adjacent right-of-ways and/or easements. Any 69kv or larger electric lines that must stay overhead shall be located in accordance with the City's adopted design and engineering standards. The aboveground utility poles, boxes, cabinets, or similar appurtenances shall be located outside of the ultimate right-of-way and within a specific utility easement.
3. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual # 4).
4. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

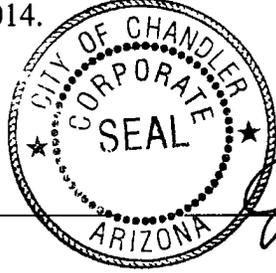
- 5. Construction shall commence above foundation walls within three (3) years of the effective date of the ordinance granting this rezoning or the City shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.
- 6. Development shall be in substantial conformance with the Development Booklet, entitled "DC HEIGHTS" and kept on file in the City of Chandler Planning Division, in File No. DVR14-0032, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
- 7. Maximum building height shall be 130-feet.
- 8. The ground floor live/work units shall allow those commercial uses analogous to boutique/specialty retails uses with the allowance for restaurants, office, and support services.

SECTION II. Except where provided, nothing contained herein shall be construed to be an abridgment of any other ordinance of the City of Chandler.

SECTION III. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

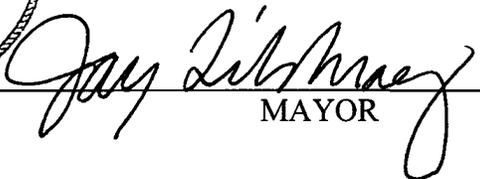
INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 11<sup>th</sup> day of December 2014.

ATTEST:

  
 CITY CLERK
 
  
 MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 8<sup>th</sup> day of January 2015.

ATTEST:

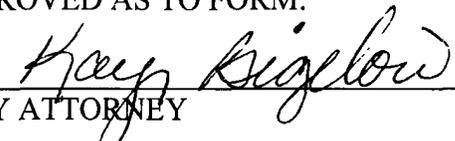
  
 CITY CLERK
 
  
 MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4597 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 8<sup>th</sup> day of January 2015, and that a quorum was present thereat.

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

PUBLISHED in the Arizona Republic on January 23, and 30, 2015.

EXHIBIT 'A'

**Legal Description  
For  
DC Heights**

Being a portion of the Northeast Quarter of Section 33, Township 1 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, being described as follows;

Lots 569 through 586, ORIGINAL TOWNSITE OF CHANDLER, according to book 5 of Maps, Page 34, Records of Maricopa County.

Description encompasses 138,600 square feet, or 3.18 acres more or less.



EXHIBIT D

EXHIBIT D-1

EXHIBIT E

LOCATIONS FOR DEMOLITION



## **EXHIBIT F**

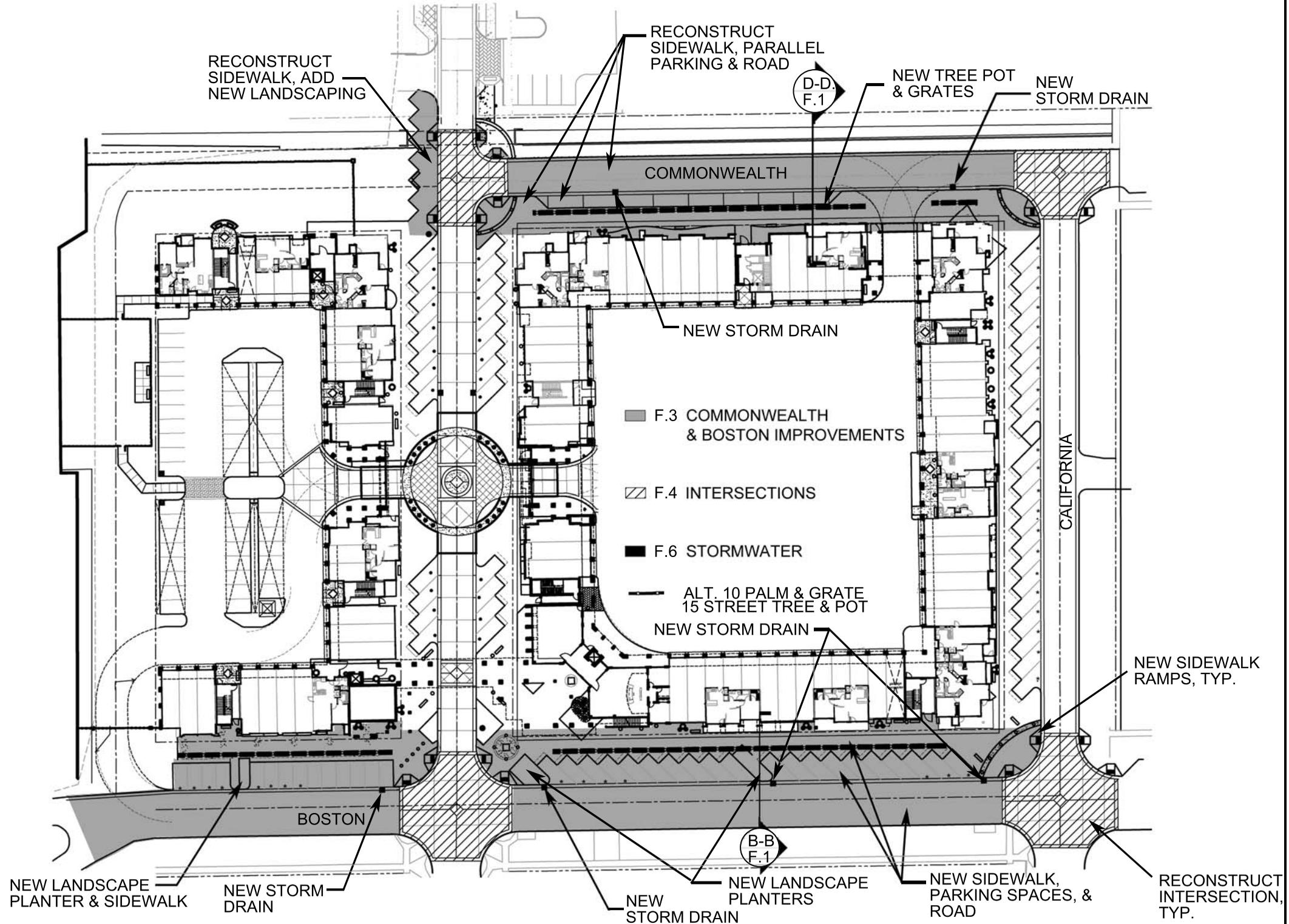
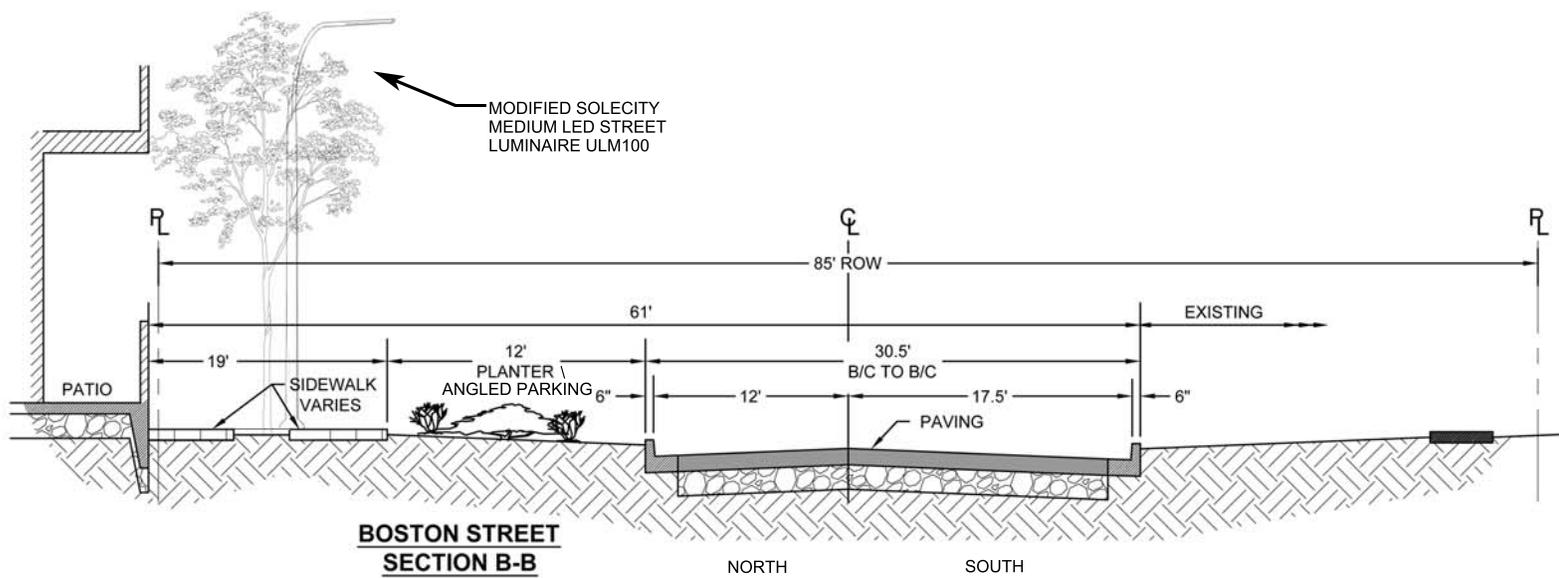
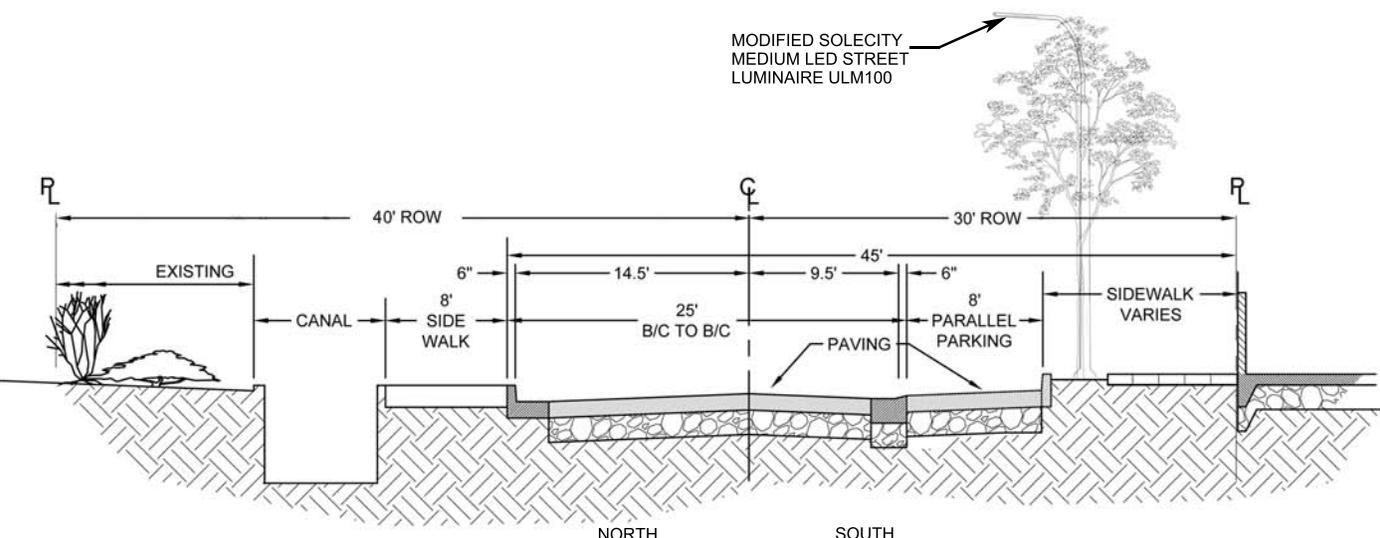


EXHIBIT F



**BOSTON STREET  
SECTION B-B**

NORTH SOUTH



**COMMONWEALTH AVE.  
SECTION D-D**

NORTH SOUTH

**EXHIBIT G**

**SPECIAL WARRANTY DEED**

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, \_\_\_\_\_, an Arizona limited liability company ("Grantor") does hereby sell and convey to CITY OF CHANDLER, an Arizona municipal corporation, whose address is \_\_\_\_\_ the following described real property situated in Maricopa County, Arizona, together with all improvements situated thereon and all rights and privileges appurtenant thereto ("Property"):

See Attachment 1 attached hereto and by this reference incorporated herein.

SUBJECT TO all taxes and assessments, reservations, any and all easements, rights-of- way, covenants, conditions, restrictions, liens and encumbrances of record or that would be shown by an accurate survey of the Property. Grantor does warrant and agree to defend the title against its acts and none other.

EXHIBIT H  
LAND AND IMPROVEMENTS LEASE

THIS LAND AND IMPROVEMENTS LEASE ("Lease") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Landlord"), and DC LAND, L.L.C., an Arizona limited liability company ("Tenant"). Landlord and Tenant shall be referred to in this Agreement, collectively as "Parties," and individually as a "Party."

RECITALS

A. Landlord and Tenant are entering into this Lease pursuant to that certain Development Agreement dated \_\_\_\_\_, 2015 and recorded \_\_\_\_\_, 20\_\_ as Instrument No. \_\_\_\_ in the Official Records of Maricopa County, Arizona (the "DC Heights Development Agreement"), and City Resolution No. 4884. Additionally the City Council has approved the Government Property Lease Tax ("GPLET") provisions of the DC Heights Development Agreement on \_\_\_\_\_, 2015 through adoption of Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2015.

B. Landlord has title of record to the real property legally described on Attachment 1 attached hereto and incorporated herein, together with all rights and privileges appurtenant thereto, and all present and future improvements thereon (collectively, the "Premises"). The Premises consist of a residential apartment project containing \_\_\_ total apartment units, as well as related amenities and improvements.

C. The Premises are "Government Property Improvements" as defined in A.R.S. §42- 6201(2), Landlord is a "Government Lessor" as defined in A.R.S. §42-6201(1), and Tenant is a "Prime Lessee" under A.R.S. §42-6201(4).

D. The Premises are located in a single central business district in a redevelopment area established pursuant to Title 36, Chapter 12, Article 3 of Arizona Revised Statutes (A.R.S. §§36-1471 et seq.). The construction of the Premises resulted in an increase in property value of at least one hundred percent.

E. The Premises will be subject to the Government Property Lease Excise Tax as provided for under ARS §42-6202. Pursuant to the Development Agreement and Resolution \_\_\_\_\_, Landlord will abate the GPLET for the period beginning on the Effective Date and ending eight years thereafter, all as provided in A.R.S. §42-6209(A).

F. The Landlord acknowledges that construction of the Premises is redevelopment of the real property described in Attachment 1 resulting in improvements to and new uses of such property, in that the Landlord and the general public will directly and indirectly realize substantial tangible and intangible benefits from the redevelopment of such land and the construction of the Premises described herein, including, without limitation, the redevelopment of the downtown area of Chandler as well as a key commercial area within the corporate boundaries of the City of Chandler, the facilitation of the expansion of the employment base within the City of Chandler, incentivizing the redevelopment of adjacent properties, and other benefits more particularly described in the Development Agreement.

G. But for the GPLET abatement described in Recital E above, Tenant would not have caused the Premises to be constructed.

## **LEASE AGREEMENT**

NOW THEREFORE and in consideration of the rent and of the covenants and agreements hereinafter set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, subject to and upon all of the terms, covenants and agreements hereinafter set forth.

I. Quiet Enjoyment. Landlord covenants and agrees with Tenant that conditioned upon Tenant's paying the rent and other sums herein provided and performing and fulfilling, in all material respects, the covenants, agreements, conditions and provisions herein to be kept, observed or performed by Tenant, Tenant may at all times during the Term hereof peaceably, quietly and exclusively have, hold and enjoy the Premises.

2. Term. The term of this Lease shall be for twenty-five (25) years, commencing on the Effective Date and ending at midnight on the 25th anniversary of the Effective Date, subject to earlier termination as provided herein ("Lease Term" or "Term").

3. Tenant's Payment Obligations: During the Term, Tenant shall pay the following

3.1 Rent. Tenant covenants to pay to Landlord as rent for the Premises the sum of \$1.00 per year on the Effective Date and every anniversary thereof. Tenant shall, without prejudice to its right to terminate this Lease as provided herein, have the right to prepay the rent for the entire Term.

3.2 Government Property Lease Excise Tax. As required under A.R.S. §§42- 6206, Tenant is hereby notified of its potential tax liability under the GPLET provisions of A.R.S. §§42-6201 through 42-6209, as now or hereafter amended. Failure by Tenant to pay the tax after notice and an opportunity to cure could result in divesting Tenant of any interest in or occupancy of the Premises to which this Lease applies. However, Landlord hereby abates Tenant's GPLET obligation for the Premises pursuant to A.R.S. §42- 6209 for an eight (8) year period commencing on the Effective Date. Landlord hereby waives any statutory requirement that Tenant apply for such abatement. Landlord agrees to take any additional action as necessary for Tenant to qualify for GPLET tax treatment so that (i) the period of abatement for the Premises will run for a period of eight (8) years from the Effective Date, and (ii) the Premises will be taxed as "government property improvements" in accordance with A.R.S. §§42-6201 through 42-6209, as now or hereafter amended from the expiration of the eight (8) year abatement period through the end of the Term (the "Abatement Period"). Following the Abatement Period, Tenant shall pay the GPLET pursuant to the rates specified in A.R.S. §§42-62038.

4. Leasehold Mortgage of Premises.

4.1 Tenant is hereby given the absolute right without the Landlord's consent to create a security interest in Tenant's leasehold interest under this Lease (and in any subleases and the rents, income and profits therefrom) by mortgage, deed of trust or collateral assignment or otherwise. Any such security interest shall be referred to herein as a "Leasehold Mortgage," and the holder of a Leasehold Mortgage shall be referred to herein as a "Leasehold Mortgagee."

4.2 No liability for the performance of Tenant's covenants and agreements hereunder shall attach to or be imposed upon any Leasehold Mortgagee, unless such Leasehold Mortgagee

forecloses its interest and becomes the Tenant hereunder, following which the liability shall attach only during the term of ownership of the leasehold estate by said Leasehold Mortgagee.

5. Taxes; Lease Obligations.

5.1 Other Taxes. Tenant shall pay and discharge all general and special real estate and/or personal property taxes and assessments levied or assessed against or with respect to the Premises during the Term hereof and all charges, assessments or other fees payable with respect to or arising out of this Lease and all recorded deed restrictions affecting or relating to the Premises. Any sales, use, excise or transaction privilege tax consequence incurred by Landlord because of this Lease or in relation to the Premises or improvements included therein may be passed on to the Tenant either directly, if applicable, or as "Additional Rent".

5.2 Protest. Tenant may, at its own cost and expense, protest and contest, by legal proceedings or otherwise, the validity or amount of any such tax or assessment herein agreed to be paid by Tenant and shall first pay said tax or assessment under protest if legally required as a condition to such protest and contest, and the Tenant shall not in the event of, and during, the bona fide prosecution of such protest or proceedings be considered in default with respect to the payment of such taxes or assessments in accordance with the terms of this Lease.

5.3 Procedure. Landlord agrees that any proceedings contesting the amount or validity of taxes or assessments levied against the Premises or against the rentals payable hereunder may be filed or instituted in the name of Landlord or Tenant, as the case may require or permit, and the Landlord does hereby appoint the Tenant as its agent and attorney-in-fact, during the Term, to execute and deliver in the name of the Landlord any document, instrument or pleading as may be reasonably necessary or required in order to carry on any contest, protest or proceeding contemplated in this Section. Tenant shall hold the Landlord harmless from any liability, damage or expense incurred or suffered in connection with such proceedings.

6. Use. Subject to the applicable provisions of this Lease and A.R.S. §42-620 I (2), the Premises may be used and occupied by Tenant as a multi-family apartment complex.

Landlord Non-Responsibility. Landlord shall have no responsibility, obligation or liability under this Lease whatsoever with respect to any of the following:

7.1 Utilities, including gas, heat, water, light, power, telephone, sewage, and any other utilities supplied to the Premises;

7.2 Disruption in the supply of services or utilities to the Premises;

7.3 Maintenance, repair or restoration of the Premises; or

7.4 Any other cost, expense, duty, obligation, service or function related to the Premises.

8. Entry by Landlord. Landlord and Landlord's agents shall have the right at reasonable times and upon reasonable notice to enter upon the Premises for inspection, except that Landlord shall have no right to enter portions of any building or apartment dwelling unit on the Premises without consent of the occupant or as provided by law; and provided that no such entry shall unreasonably interfere with the conduct of Tenant's business on the Premises. Tenant shall have the right to accompany Landlord at all times during any such inspection.

9. Alterations. Tenant shall have the right, in its sole and absolute discretion, and without the consent of Landlord, to construct additional improvements on the Premises, and to make subsequent alterations, additions or other changes to any improvements or fixtures on the Premises existing from time to time, and the Premises shall constitute all such improvements as they exist from time to time. In connection with any action which Tenant may take with respect to Tenant's rights pursuant hereto, Landlord shall not be responsible for and Tenant shall pay all costs, expenses and liabilities arising out of or in any way connected with such improvements, alterations, additions or other changes made by Tenant, including without limitation materialmen's and mechanic's liens. Tenant covenants and agrees that Landlord shall not be called upon or be obligated to make any improvements, alterations or repairs whatsoever in or about the Premises, and Landlord shall not be liable or accountable for any damages to the Premises or any property located thereon. Subject to the provisions of Section 13, Tenant shall have the right, in its sole and absolute discretion, and without the consent of Landlord, at any time to demolish or substantially demolish improvements located upon the Premises. In making improvements and alterations, Tenant shall not be deemed Landlord's agent and shall hold Landlord harmless from any expense or damage Landlord may incur or suffer.

10. Easements, Dedications and Other Matters. At the request of Tenant, Landlord shall (i) dedicate or initiate a request for dedication to public use of the improvements owned by Landlord within any roads, alleys or easements and convey any portion so dedicated to the appropriate governmental authority, (ii) consent to the making and recording, or either, of any map, plat, condominium documents, or declaration of covenants, conditions and restrictions of or relating to the Premises or any part thereof, (iii) join in granting any easements on the Premises, and (iv) execute and deliver (in recordable form where appropriate) all other instruments requested by Tenant with respect to Landlord's status as fee title owner of the Premises, and (v) perform all other acts reasonably necessary or appropriate in connection with the development, construction, demolition, redevelopment or reconstruction of the Premises.

11. Insurance. During the Term, the Tenant shall, at Tenant's expense, maintain general commercial liability insurance against claims for personal injury, death or property damage occurring in, upon or about the Premises, with limits of liability not less than \$2,000,000.00 single occurrence and \$4,000,000 for aggregate limit. Tenant's policy for general liability insurance shall name Landlord and all Leasehold Mortgagees as additional insureds. Upon ten (10) days prior written notice from Landlord, Tenant shall provide to Landlord certificates of insurance for such insurance policies or copies thereof required to be carried by Tenant under this Section 11. Tenant may self-insure the coverages required by this Section 11 with the prior approval of Landlord, which will not be unreasonably withheld, and may maintain such reasonable deductibles and retention amounts as Tenant may determine.

12. Liability; Indemnity. Except for any claims and liabilities which could have been asserted against Landlord if Landlord were not the owner of the Premises or if Landlord were not a party to this Lease, Tenant covenants and agrees that Landlord shall be free from liability and claims for damages by reason of any injury to any person or persons, including Tenant, or property of any kind whatsoever and to whomsoever while in, upon or in any way connected with the Premises during the Term or any extension hereof, or any occupancy hereunder, and Tenant hereby covenants and agrees to indemnify and hold harmless Landlord from all liability, loss, costs and obligations on account of or arising out of any such injuries or losses, however occurring, unless caused by the sole gross negligence, willful misconduct or purposeful omission

of Landlord, its elected officials, agents, or employees. Landlord agrees that Tenant shall have the right to contest the validity of any and all such claims and defend, settle and compromise any and all such claims of any kind or character and by whomsoever claimed, in the name of Landlord, as Tenant may deem necessary, provided that the expenses thereof shall be paid by Tenant. The provisions of this Section shall survive the expiration or other termination of this Lease.

13. Fire and Other Casualty. In the event that all or any portion of any improvements or fixtures within the Premises shall be totally or partially destroyed or damaged by fire or other casualty, then, at Tenant's election, either: (i) this Lease shall continue in full force and effect, and, subject to the applicable provisions of this Lease and Tenant, at Tenant's sole cost and expense, shall rebuild or repair the same; or (ii) this Lease shall terminate with respect to all of the Premises or to such portions of the Premises as Tenant may elect. Landlord and Tenant agree that the provisions of A.R.S. § 33-343 shall not apply to this Lease. In the event that, subject to the applicable provisions of this Lease, Tenant elects to repair or rebuild the improvements, any such repair or rebuilding shall be performed at the sole cost and expense of Tenant. If there are insurance proceeds resulting from such damage or destruction, Tenant shall be solely entitled to such proceeds, whether or not Tenant rebuilds or repairs the improvements or fixtures, subject to the applicable provisions of this Lease and of any Leasehold Mortgage.

14. Condemnation.

14.1 Entire or Partial Condemnation. If the whole or any part of the Premises shall be taken in condemnation proceedings, or by any right of eminent domain, or for any public or quasi-public use, or if Landlord shall deliver to a governmental authority a deed in lieu of condemnation or eminent domain by any competent authority for any public use or purposes during the Term, this Lease shall terminate with respect to the part of the Premises so taken and any other portion of the Premises as may be specified by Tenant. Tenant reserves unto itself the right to claim any and all condemnation awards and to prosecute its claim in all appropriate courts and agencies for any award or damages based upon loss, damage or injury to its leasehold interest (as well as relocation and moving costs), and Landlord shall have no interest therein. In consideration of Tenant's payment for all of the cost of construction of the improvements constituting the Premises, Landlord hereby assigns to Tenant all claims, awards and entitlements relating to the Premises arising from the exercise of the power of condemnation or eminent domain.

14.2 Continuation of Lease. In the event of a taking of less than all of the Premises, this Lease shall continue in effect with respect to the portion of the Premises not so taken or so specified by Tenant to be removed from this Lease.

14.3 Temporary Taking. If the temporary use of the whole or any part of the Premises or the appurtenances thereto shall be taken, the Term shall not be reduced or affected in any way. The entire award of such taking (whether paid by way of damages, rent, or otherwise) shall be payable to Tenant, subject to the applicable provisions of this Lease and of any Leasehold Mortgage.

14.4 Notice of Condemnation. In the event any action is filed to condemn the Premises or Tenant's leasehold estate or any part thereof by any public or quasi-public authority under the power of eminent domain or in the event that an action is filed to acquire the temporary use of the Premises or Tenant's leasehold estate or any part thereto, or in the event that action is

threatened or any public or quasi-public authority communicates to Landlord or Tenant its desire to acquire the temporary use thereof, by a voluntary conveyance or transfer in lieu of condemnation, either Landlord or Tenant shall give prompt notice thereof to the other and to any Leasehold Mortgagee. Landlord, Tenant and each Leasehold Mortgagee shall each have the right, at its own cost and expense, to represent its respective interest in each proceeding, negotiation or settlement with respect to any taking or threatened taking. No agreement, settlement, conveyance or transfer to or with the condemning authority affecting Tenant's leasehold interest shall be made without the consent of Tenant and each Leasehold Mortgagee.

15. Termination Option.

15.1 Grant of Option. Tenant or its successor, including any successor to Tenant's interest hereunder by foreclosure sale, trustee sale, or deed in lieu of foreclosure, shall have the option, in its sole and absolute discretion, exercisable by written notice to Landlord for any reason or for no reason, to terminate this Lease effective thirty (30) days after the date of such notice ("**Option**").

15.2 Title Vesting in Tenant. Simultaneously therewith, and effective as of any termination of this Lease, title to the Premises (including all improvements constituting a part thereof) shall automatically vest in Tenant and Landlord shall comply with the obligations under Section 20.

15.3 Leasehold Mortgagees and Tenant. If there are any Leasehold Mortgagees, Tenant may not as of such time terminate, modify or waive its Option under this Section 15 without the written approval of the Leasehold Mortgagees, and Landlord will not recognize or consent thereto without such approval.

16. Assignment; Subletting.

16.1 Transfer by Tenant. At any time, and from time to time, Tenant shall have the right, in its sole discretion, to assign this Lease and Tenant's leasehold interest as set forth in Subsection 16.2, or to sublease all of or any part of the Premises to any person or entity for any use permitted under this Lease, without the consent of the Landlord.

16.2 Liability. Each assignee, other than any residential subtenant, shall assume all of the obligations of Tenant under this Lease (but not for liabilities or obligations arising prior to such assignment becoming effective). Each assignment shall automatically release the assignor from any personal liability in respect of any obligations or liabilities arising under this Lease from and after the date of assignment, and Landlord shall not seek recourse for any such liability against any assignor or its personal assets. Landlord agrees that performance by a subtenant or assignee of Tenant's obligations under this Lease shall satisfy Tenant's obligations hereunder and Landlord shall accept performance by any such subtenant.

17. Default Remedies; Protection of Leasehold Mortgagee and Subtenants.

17.1 Default. Each of the following is a "**Default**" under this Lease: (a) Tenant's failure to pay rent or other sums required to be paid by Tenant under this Lease within fifteen (15) days following Tenant's receipt of written notice from Landlord stating that such payment was not made prior to its due date; or (b) the Tenant shall not have performed any of the other covenants, terms, conditions or provisions of this Lease within ninety (90) days after Tenant's receipt of written notice from Landlord specifying such failure; provided, however, that with respect to those failures that cannot with due diligence be cured within such ninety (90) day

period, Tenant shall not be deemed to be in default hereunder if Tenant commences to cure such default within such ninety (90) day period and thereafter continues the curing of such default in good-faith with all due diligence.

17.2 Remedies. Upon the occurrence of any Default by Tenant and its continuance beyond any applicable grace or cure period set forth in Section 17.1, subject to the rights, privileges and protections granted to Leasehold Mortgagee pursuant to this Section 17 and Section 18 hereof, Landlord shall have the right and option to pursue all remedies available to it at law or in equity, provided, however that Landlord shall have the right to terminate this Lease only with respect to a Default for a failure of Tenant to procure and maintain insurance as required under Section 11 of this Lease and failure to pay GPLET in accordance with the state law. Any such right to terminate shall be exercised by Landlord through the delivery of written notice to Tenant and all Leasehold Mortgagees, in which case the Premises shall be subject to the provisions of Section 20. Notwithstanding the foregoing or any provision of this Lease to the contrary, Landlord and Tenant each hereby waive any right to seek consequential, punitive, multiple, exemplary or any other damages other than actual damages for a breach of this Lease by either Party.

It is expressly understood (i) time shall be of the essence; (ii) the failure of Landlord to exercise any right hereunder shall not constitute a waiver of any other or further default of Tenant, including any other or further default in the payment of Rent when due; and (iii) except as provided in this Section 17.2, the enumeration herein of express rights, options and privileges shall not limit Landlord thereto nor deprive Landlord of any other remedy or action or cause of action by reason of any default of Tenant, notwithstanding termination of Tenant's right to possession.

Tenant shall pay Landlord for all costs and expenses, including reasonable attorneys' fees and interest on all sums due at the rate of 10% per annum, compounded monthly from each due date until paid in full, incurred by Landlord in connection with the recovery of any rent due and unpaid under the terms of this Lease.

17.3 Leasehold Mortgagee Default Protections. If any Leasehold Mortgagee notifies Landlord in writing of the existence of its Leasehold Mortgage, and the name and address of the Leasehold Mortgagee, then, notwithstanding anything to the contrary to this Lease, until the time, if any, that the Leasehold Mortgage held by such Leasehold Mortgagee shall be satisfied and released of record or the Leasehold Mortgagee notifies Landlord in writing that its Leasehold Mortgage has been satisfied:

(i) No act or agreement between or on the part of Landlord or Tenant to cancel, terminate, surrender, or modify this Lease or Tenant's right to possession shall be binding upon or effective as against the Leasehold Mortgagee without its prior written consent.

(ii) Concurrently with any notice, demand, election or other communication that Landlord gives to Tenant hereunder (hereafter collectively "**Notices**"), Landlord shall give a copy of each such Notice to the Leasehold Mortgagee at the address designated by it. No Notice given by Landlord to Tenant shall be binding upon or affect Tenant

or the Leasehold Mortgagee unless a copy of the Notice shall be given to the Leasehold Mortgagee pursuant to this subsection.

(iii) The Leasehold Mortgagee shall have the right for a period of sixty (60) days after the expiration of any grace period afforded Tenant to perform any term, covenant, or condition and to remedy any default by Tenant hereunder or such longer period as the Leasehold Mortgagee may reasonably require to effect a cure, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant, and the Leasehold Mortgagee shall thereby and hereby be subrogated to the rights of Landlord. The Leasehold Mortgagee shall have the right to enter upon the Premises to give such performance.

(iv) In case of a default by Tenant in the performance or observance of any nonmonetary term, covenant or condition to be performed by it hereunder, if the Leasehold Mortgagee reasonably determines that such default cannot be cured without taking possession of the Premises, in such Leasehold Mortgagee's reasonable opinion, or if the Leasehold Mortgagee cannot cure such default, then Landlord shall not serve a notice of lease termination pursuant to Section 17.2, if and so long as:

(A) the Leasehold Mortgagee shall proceed diligently to obtain possession of the Premises as mortgagee (including possession by a receiver), and, upon obtaining such possession, shall proceed diligently to cure such defaults as are reasonably susceptible of cure (subject to any order by a court of competent jurisdiction staying or otherwise precluding such Leasehold Mortgagee from obtaining such possession); or

(B) the Leasehold Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (unless in the meantime it shall acquire Tenant's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure and subject to any order by a court of competent jurisdiction staying or otherwise precluding such Leasehold Mortgagee from obtaining such possession).

The Leasehold Mortgagee shall not be required to obtain possession or to continue in possession as mortgagee of the Premises pursuant to clause (A) above, or to continue to prosecute foreclosure proceedings pursuant to clause (B) above, if and when the default has been cured.

(v) If any Leasehold Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Tenant, the times specified in Subsections (iv)(A) and (B) above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

(vi) No option of Tenant hereunder may be exercised, and no consent of Tenant allowed or required hereunder shall be effective, without the prior written consent of any Leasehold Mortgagee.

17.4 Protection of Subtenant. Landlord covenants that, notwithstanding any default under or termination of this Lease or of Tenant's possessory rights, Landlord: (i) shall not disturb the peaceful possession of the subtenant under its sublease so long as the subtenant complies with the terms and conditions of its sublease, and in the event of a default by a subtenant, Landlord may only disturb the possession or other rights of the subtenant as provided in the

tenant's sublease, (ii) shall recognize the continued existence of the sublease, (iii) shall accept the subtenant's attornment, as subtenant under the sublease, to Landlord, as landlord under the sublease, and (iv) shall be bound by the provisions of the sublease, including all options, to the extent such provisions can be performed by Landlord. Notwithstanding anything to the contrary in this Lease, no act or agreement between or on the part of Landlord or Tenant to cancel, terminate, surrender or modify this Lease or Tenant's right to possession shall be binding upon or effective as against any subtenant without its prior written consent.

17.5 Liability of Leasehold Mortgagee. If any Leasehold Mortgagee becomes the Tenant hereunder, by foreclosure of the Leasehold Mortgage, or under a new Lease pursuant to Section 18 below, the Parties agree and acknowledge that such Leasehold Mortgagee shall not be liable or responsible for and shall not be deemed to have assumed liability for any prior actions, omissions, defaults, breaches or other events caused by or relating to any prior Tenant and such Leasehold Mortgagee shall only be liable and responsible for acts, omissions, defaults, breaches or events occurring while it is Tenant, but the prior Tenant(s) shall not be released from liability for prior occurrences.

18. New Lease.

18.1 Right to Lease. Landlord agrees that, in the event of termination of this Lease for any reason (including but not limited to any Default by Tenant), at the request of the then first priority Leasehold Mortgagee, Landlord will enter into a new lease of the Premises with the most senior Leasehold Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the original Term of this Lease, at the rent and upon the terms, covenants and conditions herein contained, provided:

(i) Such Leasehold Mortgagee shall make written request upon Landlord for the new lease within sixty (60) days after the date such Leasehold Mortgagee receives written notice from Landlord that the Lease has been terminated;

(ii) Subject to the terms of Section 17.5 above, upon execution and delivery of any such new lease the Leasehold Mortgagee shall pay to Landlord any and all sums which would, at that time, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto all reasonable expenses, including reasonable attorneys' fees, which Landlord shall have incurred by reason of such termination;

(iii) Such Leasehold Mortgagee shall perform and observe all covenants in this Lease to be performed and observed by Tenant, and, subject to the terms of Section 17.3 above, shall further remedy any other conditions which Tenant under the Lease was obligated to perform under its terms, to the extent the same are reasonably susceptible of being cured by the Leasehold Mortgagee; and

(iv) The Tenant under the new lease shall have the same right of occupancy to the buildings and improvements on the Premises as Tenant had under the Lease immediately prior to its termination. Notwithstanding anything to the contrary expressed or implied in this Lease, any new lease made pursuant to this Section 18 shall have the same priority as this Lease with respect to any mortgage, deed of trust, or other lien, charge, or encumbrance on the fee of the Premises, and any sublease under this Lease shall be a sublease under the new Lease and shall not be deemed to have been terminated by their termination of this Lease.

18.2 No Obligation. Nothing herein contained shall require any Leasehold Mortgagee to enter into a new lease pursuant to this Section 18 or to cure any default of Tenant referred to above.

18.3 Possession. If any Leasehold Mortgagee shall demand a new lease as provided in this Section 18, Landlord agrees, at the request of, on behalf of and at the expense of the Leasehold Mortgagee, upon a guaranty from it reasonably satisfactory to Landlord, to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the original Tenant from the Premises, but not any subtenants actually occupying the Premises or any part thereof.

18.4 Grace Period. Unless and until Landlord has received notice from each Leasehold Mortgagee that the Leasehold Mortgagee elects not to demand a new lease as provided in this Section 18, or until the period therefore has expired, Landlord shall not cancel or agree to the termination or surrender of any existing subleases nor enter into any new leases or subleases with respect to the Premises without the prior written consent of each Leasehold Mortgagee.

18.5 Effect of Transfer. Neither the foreclosure of any Leasehold Mortgage (whether by judicial proceedings or by virtue of any power of sale contained in the Leasehold Mortgage), nor any conveyance of the leasehold estate created by this Lease by Tenant to any Leasehold Mortgagee or its designee by an assignment or by a deed in lieu of foreclosure or other similar instrument shall require the consent of Landlord under, or constitute a default under, this Lease, and upon such foreclosure, sale or conveyance, Landlord shall recognize the purchaser or other transferee in connection therewith as the Tenant under this Lease.

19. No Merger. In no event shall the leasehold interest, estate or rights of Tenant hereunder, or of any Leasehold Mortgagee, merge with any interest, estate or rights of Landlord in or to the Premises. Such leasehold interest, estate and rights of Tenant hereunder, and of any Leasehold Mortgagee, shall be deemed to be separate and distinct from Landlord's interest, estate and rights in or to the Premises, notwithstanding that any such interests, estates or rights shall at any time be held by or vested in the same person, corporation or other entity.

20. Surrender, Reconveyance.

20.1 Reconveyance Upon Termination or Expiration. On the last day of the Term or upon any termination of this Lease, whether under Section 15, Section 17 or otherwise, title to the Premises (including all improvements constituting a part thereof) shall automatically vest in Tenant or its successor, or Tenant's successor by foreclosure, as the case may be, at no cost or expense to Tenant other than as set forth in Section 20.4 below. Notwithstanding the foregoing, such automatic vesting shall not occur for any termination of this Lease if a Leasehold Mortgagee exercises its rights pursuant to Section 17 and enters into a new lease as described therein, or until Landlord has received notice from each Leasehold Mortgagee that the Leasehold Mortgagee elects not to demand a new lease as provided in Section 17, or until the period therefor has expired. Without limiting the generality of Section 17, such new lease shall include this Section 20.1 which will allow title to the Premises to vest in Leasehold Mortgagee, as the new Tenant thereunder, or any successor in interest to such Leasehold Mortgagee, upon the expiration or other termination of such new lease.

20.2 Reconveyance Documents. Without limiting the foregoing, promptly upon Tenant's request therefor, Landlord shall execute and deliver to Tenant: (i) a special warranty

deed and bill of sale reconveying all of Landlord's right title and interest in the Premises (including all improvements constituting a part thereof) to Tenant; (ii) a memorandum in recordable form reflecting the termination of this Lease; (iii) an assignment of Landlord's right, title and interest in and to all licenses, permits, guaranties and warranties relating to the ownership or operation of the Premises to which Landlord is a party and which are assignable by Landlord; and (iv) such other reasonable and customary documents as may be required by Tenant or its title insurer including, without limitation, FIRPTA, owner's affidavits and mechanic's lien affidavits, to confirm the termination of this Lease and the revesting of title to the Premises (including all improvements constituting a part thereof) in all respects in Tenant or its successor, or Tenant's successor by foreclosure, as the case may be.

20.3 Title and Warranties. Notwithstanding anything to the contrary in this Section 20.3, Landlord shall convey the Premises to Tenant subject only to: (i) matters affecting title as of the Effective Date, and (ii) matters created by or with the written consent of Tenant. The Premises shall be conveyed "AS IS" without representation or warranty whatsoever. Notwithstanding the prohibition on the creation of any liens by or through Landlord set forth in Section 23.2, upon any reconveyance, Landlord shall satisfy and fully release all liens and monetary encumbrances on the Premises created by Landlord.

20.4 Expenses. All costs of title insurance, escrow fees, recording fees and other expenses of the reconveyance to Tenant, except Landlord's own attorneys' fees and any commissions payable to any broker retained by Landlord, shall be paid by Tenant.

The provisions of this Section 20 shall survive the expiration or other termination of this Lease.

21. Trade Fixtures, Machinery and Equipment. Landlord agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature kept or installed on the Premises by Tenant or Tenant's subtenants may be removed by Tenant or Tenant's subtenants, or their agents and employees, in their discretion, at any time and from time to time during the entire Term or upon the expiration of this Lease. Tenant agrees that in the event of damage to the Premises due to such removal it will reasonably repair or restore the same. Upon request of Tenant or Tenant's assignees or any subtenant, Landlord shall execute and deliver any consent or waiver forms submitted by any vendors, lessors, chattel mortgages or holders or owners of any trade fixtures, machinery, equipment, furniture or other personal property of any kind and description kept or installed on the Premises by any subtenant setting forth the fact that Landlord waives, in favor of such vendor, lessor, chattel mortgagee or any holder or owner, any lien, claim, interest or other right therein superior to that of such vendor, lessor, chattel mortgagee, owner or holder. Landlord shall further acknowledge that property covered by such consent or waiver forms is personal property and is not to become a part of the realty no matter how affixed thereto and that such property may be removed from the Premises by the vendor, lessor, chattel mortgagee, owner or holder at any time upon default by the Tenant or the subtenant in accordance with the terms of such chattel mortgage or other similar documents, free and clear of any claim or lien of Landlord.

22. Estoppel Certificate. Landlord shall at any time and from time to time upon not less than twenty (20) days' prior written notice from Tenant or any Leasehold Mortgagee execute, acknowledge and deliver to Tenant or the Leasehold Mortgagee a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the

nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Landlord's knowledge, any uncured defaults on the part of Tenant hereunder, or specifying such defaults if they are claimed; and (iii) certifying such other matters relating to this Lease as Tenant or the Leasehold Mortgagee may reasonably request. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the leasehold estate and/or the improvements. Landlord's failure to deliver a statement within the time prescribed shall be conclusive upon Landlord (i) that this Lease is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's performance; and (iii) the accuracy of such other matters relating to this Lease as Tenant as may have been set forth in the request.

### 23. General Provisions.

23.1 Attorneys' Fees. In the event of any suit instituted by either Party against the other in any way connected with this Lease, including any action for declaratory or equitable relief, the Parties respectively agree that the successful Party to any such action shall recover from the other Party a reasonable sum for its attorneys' fees and court costs in connection with said suit, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute, with such attorneys' fees and court costs to be fixed by the court.

23.2 Transfer or Encumbrance of Landlord's Interest. Landlord may not transfer or convey its interest in this Lease or in the Premises during the term of this Lease without the prior written consent of Tenant, which consent may be given or withheld in Tenant's sole and absolute discretion. Landlord shall not grant or create mortgages, deeds of trust or other encumbrances of any kind against the Premises or any rights of Landlord hereunder without the consent of Tenant in its sole and absolute discretion, and, without limiting the generality of the foregoing, Landlord shall not take any action that would cause the Premises (including without limitation, Landlord's fee simple interest in the Premises) to be encumbered in any manner whatsoever, nor take any action that would impair Landlord's fee simple title to the Premises without the prior written consent of Tenant, which consent may be given or withheld in Tenant's sole and absolute discretion. Any mortgage, deed of trust or other encumbrance created by Landlord and permitted by Tenant shall be subject to this Lease, all subleases and all their respective provisions including, without limitations, the Option under this Lease and any subleases with respect to the purchase of the Premises.

23.3 Captions; Attachments; Defined Terms. The captions of the sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease. Exhibits or attachments attached hereto, and addendums and schedules initialed by the Parties, are deemed by attachment to constitute part of this Lease and are incorporated herein. The words "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular. The obligations contained in this Lease to be performed by Tenant and Landlord shall be binding on Tenant's and Landlord's successors and assigns only during their respective periods of ownership.

23.4. Entire Agreement. This Lease and the Development Agreement between Landlord and Tenant, along with any addenda, exhibits and attachments hereto or thereto,

constitutes the entire agreement between Landlord and Tenant relative to the Premises and this Lease, the Development Agreement and the addenda, exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by the Party to be bound thereby. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease and the Development Agreement, except as set forth in any addenda hereto or thereto.

23.5 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law, provided, however, that the overall intent and agreement of the Parties as set forth in this Lease is not materially vitiated by the invalidity or unenforceability of the term or provision in question.

23.6 Interpretation. The Parties hereto agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof.

23.7 Binding Effect. All of the provisions hereof shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

23.8 Choice of Law. This Lease shall be governed by the laws of the State of Arizona

23.9 Conflict of Interest, Notice is hereby given of the applicability of A.R.S. § 38-511.

23.10 Memorandum of Land and Improvements Lease. The Parties shall, concurrently with the execution of this Lease, complete, execute, acknowledge and record (at Tenant's expense) a Memorandum of Land and Improvements Lease, a form of which is attached hereto as Attachment 2.

23.11 Notices. Except as otherwise required by law, any notice, demand or other communication given hereunder, shall be in writing and shall be given by personal delivery or be sent by certified or registered U.S. Mail, return receipt requested, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph, or by facsimile machine or by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid:

If to Landlord,

City of Chandler  
Economic Development Office (MS 416)  
P. O. Box 4008  
Chandler, AZ 85244-4008  
Attention: Kim Moyers, Downtown Redevelopment Manager  
Phone: 480-782-3045  
Facsimile: 480-782-3040

With a copy to:

Chandler City Attorney Office  
P. O. Box 4008, MS 602  
Chandler, AZ 84244-4008  
Attention: Kay Bigelow  
Phone: 480-782-4642  
Facsimile: 480-782-4652

If to Tenant: \_\_\_\_\_

All such notices, demands or other communications will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee, and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer (in each case regardless of whether such notice, demand or other communication is received by any other person to whom a copy of such notice, demand or other communication is to be delivered pursuant to this paragraph). Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice sent by facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's facsimile machine. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

23.12 No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

23.13 Negation of Partnership. Landlord shall not become or be deemed a partner or a joint venturer with Tenant by reason of the provisions of this Lease.

23.14 Hold Over. If Tenant shall continue to occupy the Premises after the expiration of the Term hereof without the consent of Landlord, such tenancy shall be from month to month on the same terms and conditions as are set forth herein.

23.15 Leasehold Mortgagee Further Assurances. Landlord and Tenant shall cooperate in, including by suitable amendment from time to time of any provision of this Lease which may be reasonably requested by any proposed Leasehold Mortgagee for the purpose of implementing the mortgagee-protection provisions contained in this Lease, allowing that Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage upon the occurrence of a default under the terms of this Lease and of confirming the elimination of the ability of Tenant to modify, terminate or waive this Lease or any of its provisions without the prior written approval of the Leasehold Mortgagee. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the Term or rent under this Lease nor otherwise in any material respect adversely affect any rights of Landlord under this Lease.

23.16 Interest on Amounts Due. Any amounts due a Party under this Lease, including, without limitation, Rent, shall accrue interest on the unpaid balance, from the date a court of

competent jurisdiction enters a final judgment awarding such amount to the Party, at the rate of 10% per annum or the maximum rate allowable under applicable law (whichever is less), compounded monthly, until paid in full.

24. Nonrecourse. No Chandler Council member, Chandler official, representative, agent, attorney or employee shall be personally liable to Tenant or to any successor in interest to Tenant, in the event of any default or breach by Tenant or for any amount which may become due to Landlord, or with respect to any obligation of Landlord under the terms of this Lease. Notwithstanding anything contained in this Lease to the contrary, the liability of Tenant under this Lease shall be limited solely to the leasehold interest under this Lease and the buildings and other improvements on the Premises and shall not extend to or be enforceable against: (i) any other assets of Tenant, (ii) the individual assets of any of the individuals or entities who are shareholders, members, managers, constituent partners, officers or directors of the general partners, managers or members of Tenant; or (iii) the officers, shareholders, members or managers or constituent partners of Tenant.

25. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

**Attachment 1 to Exhibit H**  
Legal Description of Premises

**Attachment 2 to EXHIBIT H**  
**MEMORANDUM OF LEASE**

**WHEN RECORDED, RETURN TO:**

When recorded, return to:  
City Attorney Office  
Post Office Box 4008, Mailstop 602  
Chandler, Arizona 85244-4008

**MEMORANDUM OF LAND AND IMPROVEMENTS LEASE**

THIS MEMORANDUM OF LAND AND IMPROVEMENTS LEASE (“Memorandum”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between the CITY OF CHANDLER, an Arizona municipal corporation, (“Landlord”) whose address is P. O. Box 4008, Chandler, AZ 84244-4008, and DC LAND, L.L.C., an Arizona limited liability company (“Tenant”) whose address is \_\_\_\_\_.

1. The Landlord and Tenant have entered into that certain Land and Improvements Lease, dated \_\_\_\_\_, 2015 (“Lease”), whereby the Landlord leases to Tenant that real property described in Exhibit A attached hereto and by this reference incorporated herein, together with all rights and privileges appurtenant thereto, and all present and future improvements thereon (collectively the “Premises”) for a term commencing on the Effective Date and ending on the 25<sup>th</sup> anniversary of the Effective Date. The Lease sets forth all terms and provisions relative to the lease of the Premises by Landlord to Tenant. Without limiting the generality of the foregoing, Tenant has the right to mortgage its leasehold interest and there are restrictions on the right of Landlord to transfer or encumber its interest in the Premises or the Lease.

2. This Memorandum is being recorded to give constructive notice to all persons dealing with the Premises that the Landlord leases to Tenant the Premises, and that the Landlord and Tenant consider the Lease to be a binding agreement between the Landlord and Tenant regarding the Premises.

3. This Memorandum is not a complete summary of the Lease. The provisions of this Memorandum shall not be used in interpreting the Lease. In the event of any conflict between the terms and provisions of this Memorandum and the Lease, the terms and provisions of the Lease shall govern and control. A complete copy of the Lease is available for inspection at the office of the Chandler City Clerk, 175 South Arizona Avenue, 1<sup>st</sup> Floor, Chandler, Arizona 85225.

# Exhibit I

Existing All-Way Stop

W Buffalo

Reconstruct parking aisles, and add new landscaping.

New road, sidewalk, street lights, and landscaping.

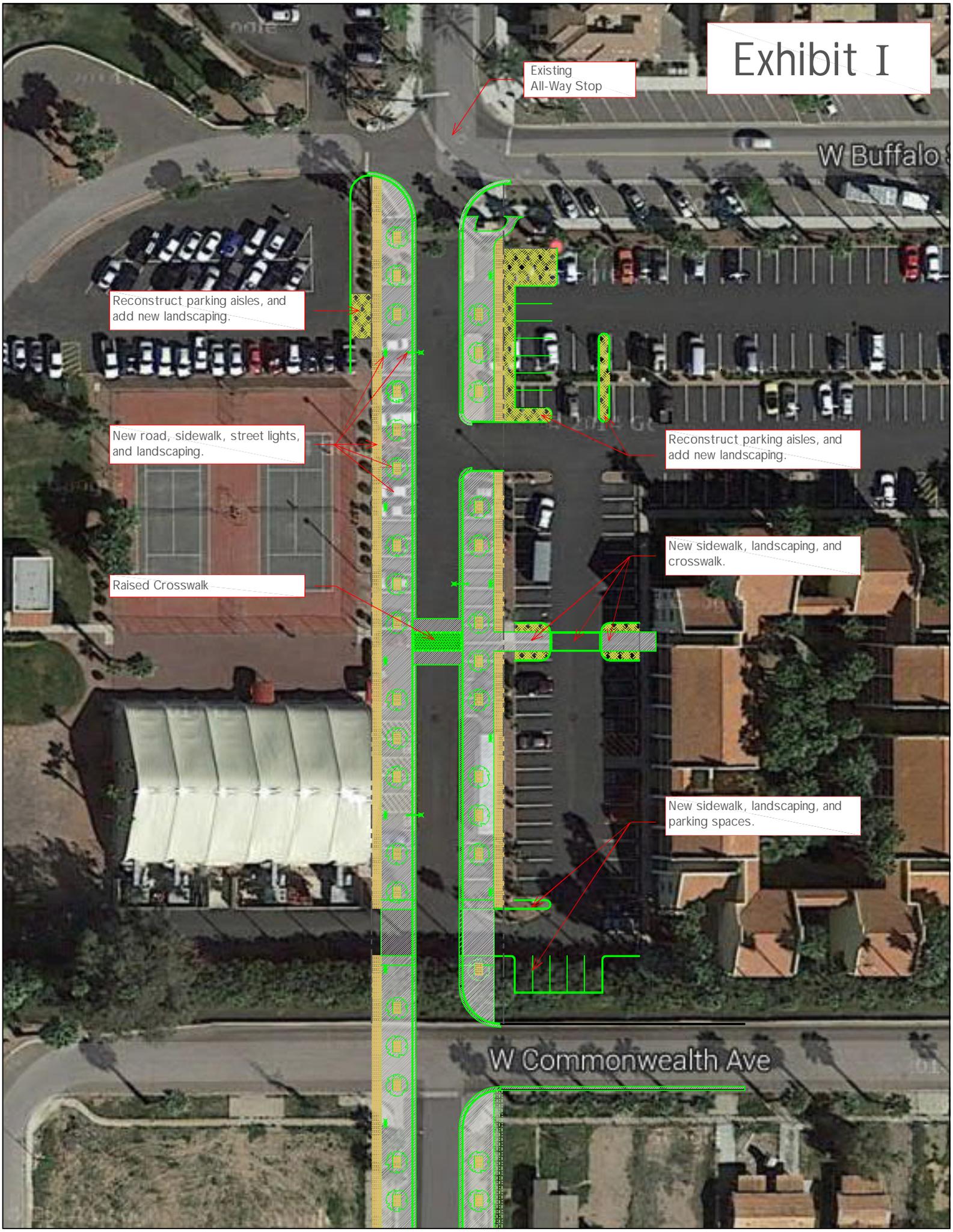
Raised Crosswalk

Reconstruct parking aisles, and add new landscaping.

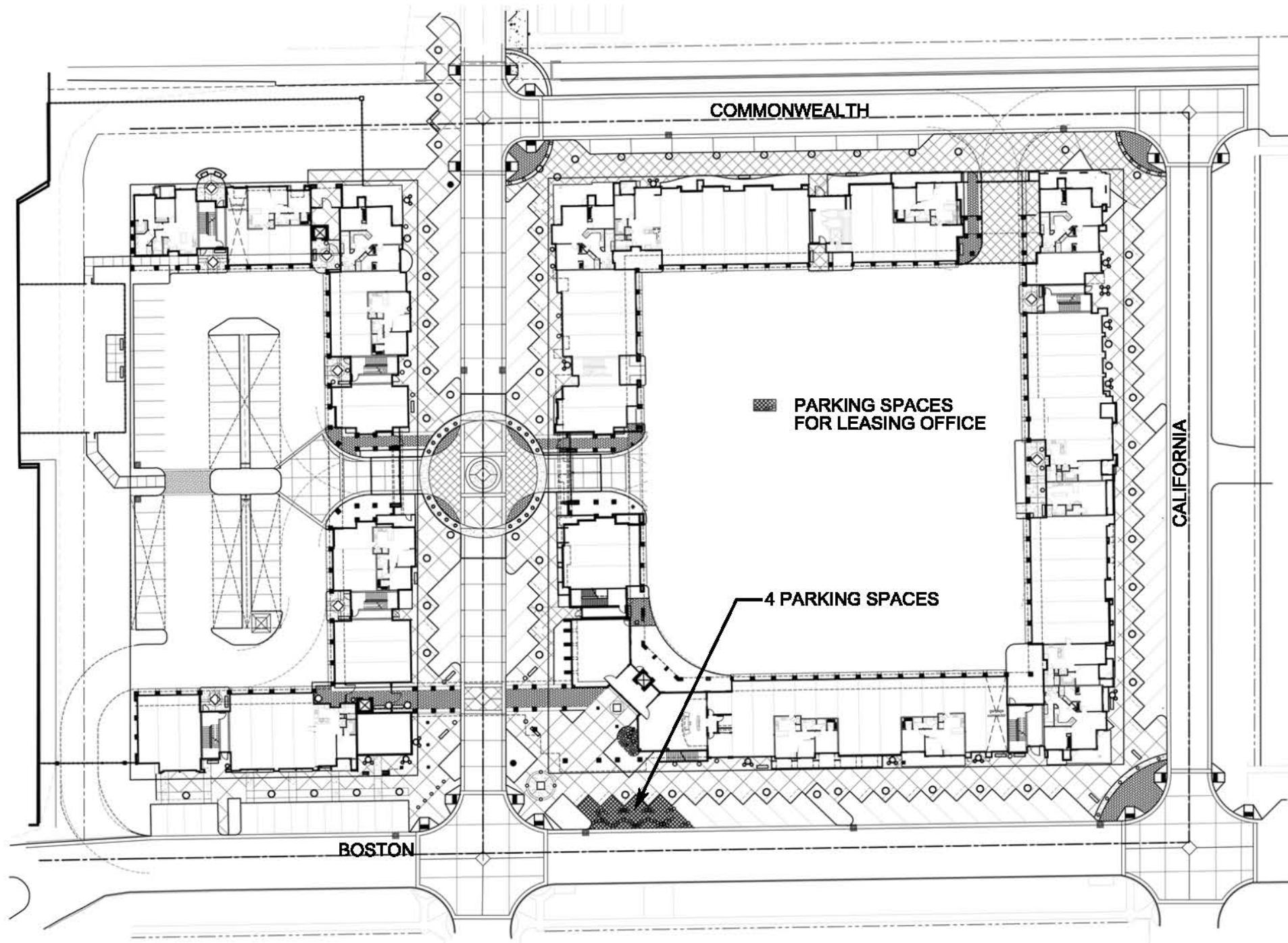
New sidewalk, landscaping, and crosswalk.

New sidewalk, landscaping, and parking spaces.

W Commonwealth Ave



**EXHIBIT J**  
**Location of Leasing Office Parking Spaces**



**EXHIBIT K**  
**Air Space Right-of-Way Encroachment Easement Agreement**

**CITY OF CHANDLER  
AIRSPACE AND RIGHT-OF-WAY  
EASEMENT AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the City of Chandler, an Arizona municipal corporation (“City”) and \_\_\_\_\_, an Arizona limited liability company (“Developer”) City and Developer are collectively referred to herein as “Parties”.

**RECITALS**

WHEREAS, Developer is the owner of certain land within the City of Chandler, County of Maricopa, State of Arizona, generally located in the area between Boston Street, Commonwealth Avenue, Essex Street, and California Street, Chandler, Arizona (hereinafter the “Property”);

WHEREAS, City is the owner of certain right-of-way identified as Dakota Street between Commonwealth Avenue and Boston Street (“Dakota Right-of-Way”), legally described in Attachment 1, attached hereto and incorporated herein by this reference;

WHEREAS, Developer wishes to develop the Property as a multifamily apartment complex as approved and set forth in Chandler Ordinance #4597 (hereinafter the “Project”) with a skybridge connecting the two segments of the Project that border both sides of the above-referenced portion of Dakota Street;

WHEREAS, the Project calls for the construction of a skybridge connecting the two segments of the Project that border the Dakota Right-of-Way encroaching in the airspace of Dakota Street as well as having structures on the street level portion of the Dakota Right-of-way that will support the skybridge; and

WHEREAS, the parties desire by Agreement to provide for the safe and lawful construction and perpetual maintenance of said improvements.

NOW, THEREFORE, IT IS AGREED:

1. The City grants to Developer an Airspace Easement, in perpetuity, in the airspace over, upon and above a certain horizontal plane, \_\_\_\_\_ (\_\_) feet above the sidewalk surface of the Dakota Right-of-Way.

2. The City additionally grants to Developer a perpetual casement on the Dakota Right-of-Way for the purpose of erecting and having thereon supporting structures for the skybridge described in the Project.

3. Developer shall be responsible for the initial construction of the skybridge and its supporting structure and for the perpetual maintenance of said improvements.

4. Until such time as Developer has completed all of the improvements described herein, and until a Certificate of Completion has been issued therefore, Developer shall comply with the Insurance Requirements set forth in Attachment 2, attached hereto and incorporated herein by this reference. Upon issuance of the Certificate of Completion, the Developer shall maintain the commercial general liability insurance as stated in Attachment 2 in perpetuity.

5. Developer hereby indemnify, defends, and holds harmless the City and its agents, officers and employees from an against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of Developer, or an agent, invitee, guest, employee or anyone in, on or about the leased premises which, including, but not limited to, liability, expense and claims for: bodily injury, death, personal injury, or property or resource damage, or intentional infliction of harm. This indemnity shall not require payment of a claim by the City or any of its officers or employees as a condition precedent to the City's recovery hereunder.

6. Developer shall acquire all necessary permits and comply with all building and zoning requirements.

7. During construction, Developer shall be required to obtain an encroachment permit from the City in order to use the Dakota Right-of-Way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**ATTEST:**

CITY OF CHANDLER, an Arizona  
municipal corporation

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

By \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:**

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

DEVELOPER

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

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

STATE OF ARIZONA     )  
  )ss  
County of Maricopa     )

The foregoing City of Chandler Airspace Right-of-Way Easement Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, an Arizona limited liability company, for and on behalf thereof.

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

My Commission Expires:

**ATTACHMENT 1**

## ATTACHMENT 2

### INSURANCE REQUIREMENTS

#### 1. **General.**

A. At the same time as execution of this Agreement, the *[Company with whom City contracting]* shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

B. The *[Company with whom City contracting]* and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect *[Company with whom City contracting]* from liabilities that might arise out of the performance of the Agreement services under this Agreement by *[Company with whom City contracting]*, its agents, representatives, employees, or subcontractors and the *[Company with whom City contracting]* is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the *[Company with whom City contracting]* from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the *[Company with whom City contracting]* shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the *[Company with whom City contracting]* in this Agreement. The *[Company with whom City contracting]* is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. **Minimum Scope and Limits of Insurance.** The *[Company with whom City contracting]* shall provide coverage with limits of liability not less than those stated below.

#### A. **Commercial General Liability-Occurrence Form.**

1. *[Company with whom City contracting]* must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

**B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles.** *[Company with whom City contracting]* must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on *[Company with whom City contracting]* owned, hired, and non-owned vehicles assigned to or used in the performance under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

**C. Workers Compensation and Employers Liability Insurance:** *[Company with whom City contracting]* must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of *[Company with whom City contracting]* employees engaged in the performance of Work under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

**D. Builders’ Risk/Installation Floater Insurance:** The *[Company with whom City contracting]* bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the *[Company with whom City contracting]* will purchase and maintain in force Builders’ Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The *[Company with whom City contracting]*’s Builders’ Risk/Installation Floater insurance must be primary and not contributory.

1. Builders’ Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers’ services and expenses and other “soft costs” made necessary by an insured loss. Builders’ Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the *[Company with whom City contracting]*’s control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

2. The *[Company with whom City contracting]* must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders’ Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The *[Company with whom City contracting]* will be responsible for any and all deductibles under these policies and the *[Company with whom City contracting]* waives all rights of recovery and subrogation against the City under the *[Company with whom City contracting]*- Builders’ Risk/Installation Floater insurance described herein.

3. Builders’ Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the *[Company with whom City contracting]*, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and *[Company with whom City contracting]* named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

e. The *[Company with whom City contracting]* is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

### **3. Additional Policy Provisions Required.**

A. **Self-Insured Retentions Or Deductibles.** Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. . The *[Company with whom City contracting]*'s insurance must contain broad form contractual liability coverage.

C. The *[Company with whom City contracting]*'s insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the *[Company with whom City contracting]* and must not contribute to it.

D. The *[Company with whom City contracting]*'s insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Coverage provided by the *[Company with whom City contracting]* must not be limited to the liability assumed under the indemnification provisions of this Agreement.

F. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the *[Company with whom City contracting]* for the City.

G. The *[Company with whom City contracting]*, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The *[Company with whom City contracting]* must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

H. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

I. Insurance Cancellation During Term of Agreement.

1. If any of the required policies expire during the life of this Agreement, the **[Company with whom City contracting]** must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the **[Company with whom City contracting]** or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

J. **City as Additional Insured.** *The above-referenced policies are to contain, or be endorsed to contain, the following provisions:*

1. *The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the **[Company with whom City contracting]** including the City's general supervision of the **[Company with whom City contracting]**; Products and Completed Operations of the **[Company with whom City contracting]**; and automobiles owned, leased, hired, or borrowed by the **[Company with whom City contracting]**.*

2. *The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the **[Company with whom City contracting]** even if those limits of liability are in excess of those required by this Agreement.*