

### PROCEDURAL

1. A development package in general compliance with the preliminary development package dated 1/15/16 and required reports dated 3/2/16, covering the rezoning site is to be submitted and approved in accordance with the *Administrative Manual*, Section 2-06.
2. The property owner shall execute a waiver of potential claims under A.R.S. Sec. 12-1134 for this zoning amendment as permitted by A.R.S. Sec. 12-1134 (I) in the form approved by the City Attorney and titled "Agreement to Waive Any Claims Against the City for Zoning Amendment". The fully executed Waiver must be received by the Planning & Development Services Department before the item is scheduled for Mayor and Council action.
3. Historic or prehistoric features or artifacts discovered during future ground disturbing activities should be reported to the City of Tucson Historic Preservation Officer. Pursuant to A.R.S. 41-865 the discovery of human remains and associated objects found on private lands in Arizona must be reported to the Director of Arizona State Museum.
4. Any relocation, modification, etc., of existing utilities and/or public improvements necessitated by the proposed development shall be at no expense to the public.
5. "Safe by Design" concepts shall be incorporated in the development plan for review by the Tucson Police Department.
6. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of rezoning.
7. Rezoning site is subject to C15-15-05 River and Kino Annexation District approval.

### LAND USE COMPATABILITY

8. Building facades shall consist of four sided architectural character and detail comparable to the front façade, including but not limited to color palette, non-glare roof material/lines, and exterior materials and to complement residential development in the area. A color palette and dimensioned elevation drawings on 11"x17" shall be submitted as part of the development plan submittal to demonstrate compliance with this condition.
9. On-site pedestrian access to the Loop Multi-Use Path along the Rillito River shall be provided for employees at the site to walk or bicycle to work or for exercise during the day.

10. The dumpster enclosures shall be screened with a masonry wall a minimum of six (6) feet in height and 50 feet from all residentially used or zoned properties. Colors and materials shall be complimentary to the buildings and/or perimeter walls.
11. A minimum ten foot (10) wide landscape border, to be maintained by the developer, shall be provided along the entire south property line as indicated on the PDP dated 1/15/16.
12. All screen walls visible from a public right-of-way and/or adjacent to existing residential development, are to be graffiti-resistant and incorporate one (1) or more visually appealing design treatments, such as the use of two (2) or more decorative materials like stucco, rustic metal, tile, stone, or brick; a visually interesting design on the wall surface. Metal portions should be painted to match the existing screen wall color, if a natural rustic color is preferred or used, a sealant over the material shall be used.
13. All buildings are limited to a maximum 26feet in height. A variety of rooflines shall be utilized in the architectural design.
14. The owners/developers shall ensure that graffiti is removed within 72 hours of discovery.
15. An integrated outdoor lighting plan, in compliance with the Outdoor Lighting Code (OLC), shall be included in the development plan package. The plan shall show even lighting distribution over the entire proposed site.
16. All pedestrian paths required to cross or occur within PAALS shall be identified clearly and distinguished from vehicular areas by materials such as but not limited to; brick, concrete pavers, scored or patterned colored concrete, textured and raised surfaces, or other materials as may be approved by the Department of Planning and Development Services staff.
17. Primary hours of operation shall be limited to 6am – 10pm.

#### DRAINAGE/GRADING/VEGETATION/HEAT ISLAND MITIGATION

18. A Drainage Statement shall be submitted, including details of onsite and offsite drainage, flow stability, and the provision of water harvesting and/or runoff retention.
19. Tree root zone have a minimum of 300 cubic feet (no deeper than 3') of uncompacted soil (less than 90% compaction); if utilizing structured/engineered soil where 95% or greater compaction permitted, then 600 cubic feet of soil (no deeper than 3') shall be required. Owner/applicant is responsible for providing a special inspection and delivering results to City for the following condition: Provide materials with building permit application and reference rezoning case number C9-16-02.

20. Owner/applicant is responsible for providing a special inspection and delivering results to City for the following condition. Provide materials with building permit application and reference rezoning case number C9-16-02. New or replacement roofing material shall be Energy Star rated, or cool roof rated with Initial Solar Reflectance Greater than or equal to 0.65, and minimum infrared emittance to be 85% or more. Placement of and utilization of energy from solar panels on roofs is an acceptable alternative.
21. There shall be no greater than a ten percent (10%) surplus over the number of vehicle parking spaces required by the *UDC* for the proposed use. Additional spaces may be mitigated on a one to one basis with the planting of additional native canopy trees.

#### ROAD IMPROVEMENTS/VEHICULAR ACCESS/CIRCULATION

22. Future cross access to the site shall be provided to neighboring property owners upon future redevelopment.
23. Improvements to River Road shall include 110 foot long left turn lane and 180 foot long two-way left turn lane for west to south access into the project driveway.
24. An eastbound right turn lane will be required into the project driveway. Driveway shall be 110 feet long with a taper of 180 feet.
25. All offsite improvements required with this development such as the driveway, alley improvements, curb, sidewalk, and ADA ramps shall be coordinated with the City of Tucson's Department of Transportation to establish proper location(s) of the offsite improvements.
26. A new six (6) foot wide ADA accessible sidewalk shall be constructed where necessary along northern street frontages. Standard width transition, wheelchair access ramps and site access points shall be provided when connecting to existing sidewalks.

AGREEMENT TO WAIVE ANY CLAIMS  
AGAINST THE CITY FOR ZONING AMENDMENT

This agreement ("**Agreement**") is entered into between \_\_\_\_\_, as the owner of the property described herein ("**Owner**") and the City of Tucson ("**City**") to waive any and all claims for diminution of value that may be based upon action by the City in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

The Owner is the holder of fee title to the property located at \_\_\_\_\_, Tucson, Arizona, (the "Property") which is more fully described in the Owner's application to the City in Case C9-16-02 and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted an application to the City requesting that the City rezone the Property. The Owner has requested this action because the Owner has plans for the development of the Property that require the rezoning. The Owner believes that the rezoning of the Property will increase the value and development potential of the Property, and that this outweighs any rights or remedies that may be obtained under A.R.S. §12-1134 et. seq.

By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property, as a result of the enactment of the zoning amendment in Case C9-16-02.

The Owner understands that City staff may propose, the Zoning Examiner may recommend and the Mayor and Council may adopt conditions to the requested zoning that limit the potential development of the Property. The Owner acknowledges that the rezoning and conditions are a single, integrated legislative approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw the rezoning application prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the zoning if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all adopted conditions to the requested zoning. If the Owner withdraws the application or does not effectuate the new zoning, this Agreement is null and void.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

Upon execution, this Agreement shall be recorded in the Office of the Pima County Recorder.

The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner in fee title of the Property. The Owner further agrees to indemnify and hold the City of Tucson, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon an alleged reduction of value of the Property as a result of the City's action in Case C9-16-02

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Owner:** \_\_\_\_\_  
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

**Owner:** \_\_\_\_\_  
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

**By:** \_\_\_\_\_  
(Signature of Owner or Authorized Representative, if applicable)

**By:** \_\_\_\_\_  
(Signature of Owner or Authorized Representative, if applicable)

**Its:** \_\_\_\_\_  
(Title of Individual Signing in Representative Capacity)

**Its:** \_\_\_\_\_  
(Title of Individual Signing in Representative Capacity)

State of Arizona )  
 )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_ on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

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

My Commission expires:  
\_\_\_\_\_

City of Tucson, an Arizona municipal Corporation:

By: \_\_\_\_\_  
Planning & Development Services Department

This form has been approved by the City Attorney.