

PROCEDURAL

1. A Development Package shall be in substantial compliance with the Preliminary Development Plan dated July 24, 2015 and the required reports dated May 2015, 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. The owner/developer shall obtain written documentation from the Pima County Regional Wastewater Reclamation District (PCRWRD) that treatment and conveyance capacity is available for any new development within the rezoning area, no more than 90 days before submitting any tentative plat, development plan, sewer improvement plan, or request for building permit for review. Should treatment and/or conveyance capacity not be available at that time, the owner/developer shall have the option of funding, designing and constructing the necessary improvements to Pima County’s public sewerage system at his or her sole expense or cooperatively with other affected parties. All such improvements shall be designed and constructed as directed by the PCRWRD.
7. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of rezoning.

LAND USE COMPATIBILITY

8. Building height shall not to exceed sixteen (16) feet in height, as propose in the Design Compatibility Report.
9. East and north building façade shall have no doors, or operable windows on east and north building façade, except for *Fire Code* and *Building Codes* emergency exit requirements.

10. All outdoor security lighting shall be in compliance with the Outdoor Lighting Code and shall be full cutoff directed down and shielded away from residential parcels and public right-of-way. Wall mounted or pole mounted outdoor lighting shall not exceed sixteen (16) feet in height to the light source. Outdoor light layout and lighting fixture detail shall be submitted as part of the development package.
11. Outdoor noise-generating activities such as but not limited to; trash dumpsters, loading zone, shall be a minimum of fifty (50) feet from the east and north property lines.
12. Six (6) inch wide fence block or greater shall be used for required/proposed perimeter/screen wall(s).
13. All perimeter/screen wall(s) shall be graffiti-resistant masonry that incorporates two (2) or more of the following visually appealing design treatments, such as the use of decorative materials like stucco, tile, stone, rusted metal, or brick; a visually-interesting design on the wall surface; and/or a varied wall alignment (jog, curve, notch, setback, etc.). Provide wall detail. Graffiti to be removed within five days of discovery.
14. Hours of operation; including trash pick-up and patrons with access cards (except for emergencies) shall be limited from 7:00 a.m. to 7:00 p.m.
15. The exterior facades shall be designed with materials, color schemes, and architectural details that are compatible with the existing self-storage building directly south of the subject property. Side and rear building facades should have architectural character and details comparable to the front façade using building materials, color, and other design elements. Final building design should be comparable to the existing self-storage building to the south.
16. The roof of the proposed self-storage facility shall be coated with non-reflective earth tones or compatible colors/material.

DRAINAGE/GRADING/VEGETATION/HEAT ISLAND MITIGATION

17. There shall be no encroachment of the undisturbed hillside slopes as identified on preliminary development plan dated July 24, 2015, except as following: a fifteen (15) foot wide “construction encroachment zone/landscape buffer” shall be located abutting full length of east retaining wall, which parallels the east building façade, as identified in preliminary development plan dated July 24, 2015, sheet C3 of 14, keynote 23. The “construction encroachment zone/landscape buffer” shall separate the undisturbed hillside slopes from the buildable area. Construction encroachment zone/landscape buffer shall be identified in the development package and labeled with keynote.
18. Prior to a grubbing/grading permit, the “construction encroachment zone/landscape buffer” area shall require a fence permit to install a temporary fence. Temporary fence shall be installed prior to grubbing or grading of site. Fence shall be installed along the full length of the east edge of the “construction encroachment zone/landscape buffer.” The fencing

material to be of sturdy material to withstand excavation and construction of basement, building, and east retaining wall. The fifteen (15) foot wide “construction encroachment zone/landscape” is to allow equipment, small construction vehicles, material and workers a zone in which to work on the exterior of the east building façade and associated east retaining wall needed to retain/stabilize the slope cut adjacent to the building footprint.

19. At the time of landscape improvements, the “construction encroachment zone/landscape buffer” located east of the building/retaining wall, shall be converted to a fifteen (15) foot wide landscape buffer. Temporary fencing to remain in place during landscape planting adjacent to the undisturbed hillside slopes and vegetation. Landscape buffer located east of building shall include drought tolerant, native thorn-less canopy trees and hydro-seeding for ground cover. A temporary drip irrigation system for this buffer area located east of the building shall be installed for a minimum of 1 year or until trees and hydro-seed are stable and can survive with Tucson’s annual rain fall.
20. That portions of the site with natural undisturbed hillside located east of the “construction encroachment zone/landscape buffer: (see condition #19), shall be excluded from site improvements and remain in its natural state, except as needed for underground utility improvements. Utility trenching in the protected hillside are shall require a ground cover desert hydro-seed mix when utility work completed.
21. Prior to Certificate of Occupancy or equivalent, the temporary fencing separating the undisturbed hillside slopes from the buildable area shall be removed.
22. Incorporate water harvesting techniques into the landscape irrigation design.
23. Preparation of a complete Drainage Report, including details of detention/retention, is required.
 - a) all flows of 100 cfs or more must be clearly delineated and verification of finishes floor elevations will be required. Complete compliance with the Floodplain Ordinance and floodplain permits and/or elevation certificates might be required.
 - b) Detention/retention basin floors shall be graded to drain either toward the outlet structure or other logical point. Basin floors shall not be flat.
 - c) Detention/retention basins shall be located adjacent to a street or accessible common area. Basin side slopes in the adjacent area (s) shall be designed and constructed in accordance with the requirements of the Detention/Retention Manual for human activity zones.
 - d) Rectangular basin shapes shall be avoided unless necessitated by recreational or visual amenities within the basin.
 - e) Vegetation shall be used as screening and/or security barriers for minimum of ten percent of the basin perimeter.
 - f) All security barriers and screening for detention/retention basins shall meet Safe by Design guidelines.
 - g) Provide design detail of the proposed drainage structures that shows the landscaping for this buffer area. Indicate the type of materials, (sandy bottom to

maximize water harvesting) and landscape plantings. There shall be no concrete used in the North Manor Wash for bank protection or stabilization.

24. There shall be no greater than a 10 percent surplus over the number of vehicle parking spaces required by the *UDC* for the proposed use.
25. New and 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. Roof surface material color to be earth tone or compatible.
26. Tree root zone within the paved parking area have a minimum of 300 cubic feet (no deeper than 3') of un-compacted 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.
27. Mature trees, trunk diameter 4.5 feet above existing grade that is greater than eight inches in fair to good health, will be preserved in place; if this is not possible, removed trees will be mitigated in one of the following ways:
 - a) trees to be assessed for replacement value using an acceptable assessment methodology (International Society of Arborist); funds set aside in a Tree Fund to be used for revegetation/landscape enhancement and/or improvements within street rights-of-way, or within common space areas within the neighborhood association, within a mile radius from site;
 - b) the following replacement to be in addition to the required landscape
 - 1) Trunk diameter 4.5-6" = replace with 3 trees, minimum 15 gallon.
 - 2) Trunk diameter > 6" – 8" = replace with 4 trees, minimum 15 gallon.
 - 3) Trunk diameter > 8" = replace with 5 trees, minimum 15 gallon.

ROAD IMPROVEMENTS/VEHICULAR ACCESS/CIRCULATION

28. Development package to provide a one-foot no access vehicular easement along the west property line where the rezoning area abuts 1st Avenue right-of-way. Development package to indicate location of the one foot no-access vehicular easement and identified by keynote. The one foot no-access vehicular easement shall be recorded and the assigned sequence number shall be provided on the development package.
29. The following is within Pima County right-of-way and will require Pima County permits and inspections. A minimum six (6) foot wide public sidewalk, or same width as City right-of-way on adjacent parcel to the south, whichever width is greater, shall be constructed along 1st Avenue. Closure of all existing driveway/entrances on 1st Avenue that are to be removed. Curb opening will be closed with new curb.
Or, as may be exempt by Pima County; requires Pima County documented waiver/exemption.

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 C9-15-01 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 C9-15-01.

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 C9-15-01.

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.