

### PROCEDURAL

1. A development package in general compliance with the preliminary development package dated 8/24/15 and required reports dated 10/14/15, covering the special exception 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 special exception.

### LAND USE COMPATABILITY

7. A decorative masonry screen wall, ten feet in height, is to be provided around the perimeter of the substation and the masonry shall be a color that blends in with the natural surroundings.
8. Low-water use landscaping shall be planted around the perimeter of the substation to mitigate the removal or disturbance of existing vegetation, as well as to buffer and screen off-site properties. The proposed vegetation to be planted will mimic as closely as possible the surrounding vegetation patterns.
9. The height of the equipment shall be limited to 14 feet, except for lightning protection masts tapering from 14 inches at ground level to 6 inches in diameter at their peak.
10. Lightning mast height shall be no more than 60 feet tall.

11. TEP communications tower to be located along the south perimeter of the substation wall enclosure, a minimum of 130 feet south of north property line as shown on PDP dated 8/24/15.
12. Substation perimeter wall shall be 10 feet in height and a minimum of twenty (20) feet from the north property line and one hundred and sixty (160) feet from the west property line.
13. TEP communication tower and lightning mast poles to be constructed of a self-weathering steel that will turn rust color and blend with the natural surroundings over time.
14. Substation infrastructure, equipment, and lightning masts located within the wall enclosure shall be a minimum of sixty (60) feet from the north property line and two-hundred (200) feet from the west property line, excluding access gates and access required for mechanical and electrical apparatuses.
15. All 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, tile, stone, or brick; a visually interesting design on the wall surface; varied wall alignments, (jog, curve, notch, setback, etc.); and/or trees and shrubs in voids created by the wall variations.
16. Six (6) inch wide fence block or greater shall be used for perimeter walls.
17. Any wall openings designed to allow water flow as part of the Jasmine Wash shall be designed to allow small wildlife corridors continue through the Jasmine Wash path.
18. Scheduled maintenance shall only occur during daylight hours, except for emergencies.

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

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 special exception land use case number SE-15-66.
20. Landscape borders along the north and west site perimeter shall include one native canopy tree for every twenty-five linear feet of landscape border.

21. On-site open space adjacent to the Jasmine Wash shall include native canopy trees planted to resemble a natural environment, as shown on preliminary development plan, dated 8/24/15. Remaining open space adjacent to the Jasmine Wash to be planted with a native desert hydroseed mix.
22. Hydroseed mix to be irrigated until seed germination. All remaining new vegetation to be irrigated for two years until establishment.
23. On-site access drives shall be asphalt paved. Speedway access drive shall include canopy trees along its western edge, as shown on preliminary development plan, dated 8/24/15.
24. Building structures shall include roofing material certified as a cool roof by the Cool Roof Rating Council or Energy Star rated per the Environmental Protection Agency; solar panels are an acceptable alternative.
25. Paving material: Provide light colored vehicular paving materials, such as concrete or cool paving coating over asphaltic surfaces. Porous paving or porous pavers would also be an acceptable alternative.
26. Mature trees have have greater value than young trees. Related to the retention/detention basin, preserve-in-place all mature trees, native and/or non-native; if this is not possible and need to be removed, the following ration formula shall be applied for replacement:
  - a. the following replacement to be in addition to the required landscape
    1. Trunk diameter 0-6" = replace with 3 trees, minimum 15 gal.
    2. Trunk diameter >6" – 8" = replace with 4 trees, minimum 15 gal.
    3. Trunk diameter >8" = replace with 5 trees, minimum 15 gal.
  - b. Minimum of 85% of the trees shall be native species.
27. Preparation of a complete Drainage Report, including details of detention/retention, is required. Should detention/retention be required, the following will apply:
  - a. Each detention/retention basin shall include a sediment trap, or other sediment control measures as approved by the City Engineer, to prevent sedimentation of the detention/retention basin. Each sediment trap, or other sediment control measure, shall have a provision for total drainage.
  - 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.

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 \_\_\_\_\_ and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted an application to the City requesting that the City grant a Special Exception Land Use for the Property. The Owner has requested this action because the Owner has plans for the development of the Property that require the Special Exception Land Use. The Owner believes that the Special Exception Land Use for 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 Special Exception Land Use in Case \_\_\_\_\_.

The Owner understands that City staff may propose, the Zoning Examiner may recommend and the Mayor and Council may adopt conditions to the requested Special Exception Land Use that limit the potential development of the Property. The Owner acknowledges that the Special Exception Land Use 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 Special Exception Land Use application prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the Special Exception Land Use 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 Special Exception Land Use. If the Owner withdraws the application or does not effectuate the Special Exception Land Use, 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 \_\_\_\_\_.

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.