

When recorded return to:

Town of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

**PRE-ANNEXATION DEVELOPMENT AGREEMENT
[LAKESHORE 650]**

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into this 8th day of August, 2024, by and between the TOWN OF PRESCOTT VALLEY, an Arizona municipal corporation (the "**Town**") and FAIN LAND AND CATTLE COMPANY, an Arizona corporation, and The Fain Signature Group, L.L.C., an Arizona limited liability company (together the "**Developer**"), in its capacity as the owner and developer of certain real property described in Exhibit A. The Town and the Developer shall collectively be referred to herein as the "**Parties**" and individually as a "**Party**".

RECITALS

- A.** This Agreement pertains to certain real property consisting of approximately six hundred fifty-two (652) acres located west of the intersection of Lakeshore Drive and Fain Road, legally described and depicted on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").
- B.** The Property is currently located in the unincorporated territory of Yavapai County, Arizona (the "**County**") and within the Town's municipal planning area.
- C.** The Developer is preparing to develop the Property as a master planned community offering a range of residential uses, commercial uses and services, and open space amenities.
- D.** The Parties desire that the Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. Annexation and development of the Property pursuant to this Agreement and the Lakeshore 650 Master Development Plan (the "**MDP**"), as proposed for Town Council approval on September 12, 2024 by Ordinance No. 2024-939 (said MDP attached as Exhibit B and incorporated herein by this reference), is acknowledged by the parties hereto to be consistent with the Town's General Plan 2035 and to operate to the benefit of the Town, the Developer, and the general public. Annexation of the Property would allow the Town to provide for high-quality development in the area and ensure orderly, controlled, and quality growth in the Town.

- E. The Parties are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") §§ 9-500.05 and 9-471(T). In order to facilitate annexation pursuant to A.R.S. §9-471(P), this Agreement provides for proper municipal planning and zoning designations and development of the Property by addressing, among other things: (i) conditions, terms, restrictions and requirements for annexation of the Property by the Town; (ii) conditions, terms, restrictions, and requirements for construction and installation of public services/infrastructure improvements; (iii) permitted uses for the Property; (iv) density and intensity of such uses; and (v) other matters related to development of the Property.
- F. A blank annexation petition has been filed with Yavapai County and meetings and hearings have been held in connection with annexation of the Property into the Town. Prior to the request for annexation, the Property was zoned RCU-2A (Residential; Rural) district within the unincorporated territory of Yavapai County. If annexation is approved, the Property shall be assigned the RCU-70 (Residential; Single Family Rural) zoning district by the Town, which is the most comparable to the Yavapai County zoning district.
- G. The Town agrees that the Planned Area Development zoning designation ("PAD") is an appropriate designation for this Property and that the MDP is designed to establish that and other proper and beneficial land use designations and regulations, densities, provisions for public facilities, design regulations, procedures for administration and implementation, and other matters related to development of the Property in accordance with the PAD zoning designation. The Developer has filed a request for approval of the PAD zoning designation through the MDP. The Developer's application has been assigned Case No. ZMC 23-004, which, if approved, shall be approved by ordinance.
- H. The Parties acknowledge that development of the Property within the Town will result in a project of significant magnitude, requiring certain assurances, terms, and conditions. Developer requires the assurances, terms, and conditions from the Town before it will expend substantial efforts and costs on development of the Property, and the Town requires the assurances, terms, and conditions from the Developer to be comfortable approving the annexation and rezoning needed for development of the Property.
- I. Without limiting the foregoing, the Town and the Developer acknowledge that development of the Property pursuant to this Agreement will benefit the Town by: (i) encouraging investment in and commitment to comprehensive planning that will result in efficient utilization of municipal and other public resources; (ii) requiring development of the Property to be consistent with the Town's General Plan 2035 and the MDP; (iii) providing for planning, designing, engineering, construction, acquisition, and/or installation of public infrastructure to support anticipated development of the Property (iv) increasing tax and other revenues to the Town based on improvements to be constructed on the Property; (v) creating employment through development of the Property; and (vi)

creating quality housing and other uses for residents of the Town. The Parties acknowledge that development of the Property pursuant to this Agreement will result in significant benefits to Developer by providing certainty needed to expend the needed resources.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, the Parties hereto state, confirm, and agree as follows:

1. ANNEXATION AND DEVELOPMENT PLANS

1.1 Annexation.

The Parties acknowledge and agree that the intent of the Parties is to annex and develop the Property within the Town consistent with the MDP. The Parties acknowledge that annexation is a legislative process and nothing in this Agreement shall be construed as requiring the Town Council to approve an annexation petition and ordinance.

(a) Annexation Requirements.

After the recording of the blank annexation petition with the Yavapai County Recorder, followed by a public hearing before the Town Council during the thirty (30)-day waiting period required by A.R.S. § 9-471, Developer shall deliver to the Town an appropriate petition for annexation duly executed by all necessary property owners (the "**Annexation Petition**") in accordance with A.R.S. § 9-471(A)(4). Upon entering into this Agreement or receipt of the Annexation Petition, the Town agrees to comply with the provisions of A.R.S. § 9-471 et seq. and, if determined to be in the best interest of the Town, adopt the final ordinance annexing the Property into the corporate limits of the Town (the "**Annexation Ordinance**").

If at any time the Developer withdraws the Annexation Petition prior to adoption of the Annexation Ordinance, the Town Council shall not take action to adopt the Ordinance. It is acknowledged by the Parties that the Developer does not agree to annexation of the Property into the Town unless this Agreement has been approved and Ordinance No. 2024-939 has been adopted to approve the MDP. Therefore, the Town shall schedule, advertise, and conduct necessary hearings before the Planning and Zoning Commission and Town Council so that the final action on approval of this Agreement and Ordinance No. 2024-939 shall occur on or before adoption of the Annexation Ordinance. If the Town does not approve the MDP in a manner agreed to by the Developer, the Developer may exercise its right to rescind the annexation by providing written notice to the Town Manager during the 30-day period provided in A.R.S. § 9-471(C). Thereupon, the Town shall take all necessary legal steps to rescind the Annexation Ordinance (and any other related approvals) prior to the effective date of annexation. Nothing herein precludes the Town Council from voting against annexation.

In the event the Town Council adopts the Annexation Ordinance, this Agreement, and Ordinance No. 2024-939, and at any time during the 30-day period provided in A.R.S. § 9-471(C) for filing in Superior Court of a verified petition, the Developer determines for any reason that annexation of the Property may not be in its interest (including, but not limited to, if a referendum petition is circulated against this Agreement, the Annexation Ordinance, or Ordinance No. 2024-939), the Town shall take the necessary legal steps to rescind the Annexation Ordinance (and any other related approvals) prior to the effectiveness of the Annexation. Upon any repeal or rescission of the Annexation Ordinance, this Agreement shall be null and void. The Town shall also take the necessary legal steps to rescind the Annexation Ordinance (and any other related approvals), if a referendum petition filed against this Agreement and/or Ordinance No. 2024-939 results in a public vote against either the Agreement or Ordinance No. 2024-939 approving the MDP.

1.2 Master Development Plan.

(a) General

Concurrently with the approval and execution of this Agreement (and upon the Town's review and due consideration with all required reviews and public hearings), the Town hereby acknowledges and approves the densities, intensities, land uses, public services/infrastructure improvements, and other matters set forth in the MDP proposed to be approved by Ordinance No. 2024-939. Pursuant to Town Code § 13-19-050, the PAD zoning district is mandatory for development of the Property due to the Property exceeding over forty (40) acres in size.

Development of the Property shall be in accordance with the MDP, as may be amended from time to time in accordance with Paragraph 1.2(b) below, including all improvements, facilities, and structures contemplated in this Agreement. Such improvements, facilities, and structures may include (without limitation) the planning, designing, engineering, construction, acquisition, installation, and/or provision of improvements of any sort or nature, including public infrastructure and other public facilities and services related to development of the Property, whether located within or outside the Property. All approvals necessary to permit the Developer to implement the MDP shall be provided, subject to the Town's review and approval of site plans, subdivision plats, and other similar items in accordance with the Town's zoning, subdivision, engineering, and other applicable Town Code provisions. To the extent provided by the Town Code and the MDP, the Town's Development Services Director ("**DSD Director**") shall authorize those types of uses that are the same as or similar to densities and intensities of uses equal to or less than, those set forth in the MDP. The DSD Director is authorized to administratively waive some or all of the use standards applicable to a particular use in the MDP if an improved design alternative is approved by the Town Engineer (which approval shall not be unreasonably withheld). The Town, having exercised its discretion in approving the MDP, agrees to cooperate reasonably in processing the approval or issuance of such permits, plans, specifications, plats, and/or other development approvals of or for the Property as may be requested by Developer in order to implement (and which are reasonably consistent with) the MDP. Provided, however, that the Developer shall comply with all applicable Town Code and MDP requirements and pays all applicable fees (including, without limitation, grading permit fees, building permit fees, and engineering inspection fees). The Town hereby acknowledges and agrees that the MDP may hereafter be amended to include alternative plans and land use designations that shall become

applicable if the Developer elects to initiate said amendment and the Town elects to approve the amendment in accordance with Paragraph 1.2(b) below.

(b) MDP Amendment.

The Town and the Developer acknowledge that amendments to the MDP may be necessary from time to time. When the Parties agree that interpretations, changes, or adjustments are necessary or appropriate, they shall effectuate interpretations, minor changes, or adjustments through administrative amendments approved by the DSD Director (which, after execution, shall be attached to the MDP as an addendum and become a part thereof). Minor amendments and interpretations of the MDP shall be reasonably decided administratively by the DSD Director (upon consultation with the Town Engineer) as set forth in greater detail below.

If, in the future, the Town amends one or more of its zoning designations and/or districts, nothing herein shall prohibit the Developer from applying to convert the zoning designation(s) under the MDP to the amended zoning designations, subject to notice and hearing requirements of applicable law. Exercise by the Developer of such option (and any approval by the Town thereafter) shall not be deemed to constitute or necessitate an amendment of this Agreement.

The Developer, its successors, or assigns may file a request for a MDP amendment with the Development Services Department. The Parties shall cooperate in good faith to agree upon and use reasonable best efforts to process any minor or major amendments to the MDP.

(1) Major Amendment.

An amendment is considered major if it involves any one (1) of the following:

- i. An increase in the approved totals of dwelling units or gross leasable area in the area covered by the MDP,
- ii. A significant change in zoning boundaries from those approved pursuant to the MDP, as determined by the DSD Director, or
- iii. Any change that could have a significant traffic impact on roadways adjacent to or within the area covered by the MDP, as determined by the Town Engineer.

The Development Services Department will schedule the major amendment to be heard and decided by the Planning and Zoning Commission and Town Council and will submit background material relevant to the request.

(2) Minor Amendment.

Any amendment not deemed major is considered minor. A minor amendment will be processed as follows:

- i. The request will be routed by the Development Services Department to any affected Town departments or other agencies for comment,
- ii. Upon receipt of comments, the DSD Director will determine whether to approve or deny the requested minor amendment,
- iii. The decision by the DSD Director will be mailed and emailed to the applicant. If the minor amendment request is approved, a letter of approval signed by the DSD Director will be mailed to the applicant with a copy filed in the public record. If the request is denied, the DSD Director shall also do so in writing, stating the reasons therefor. The applicant may then file an appeal to the Town Manager for an expedited decision. The Town Manager shall provide a final written decision to the applicant within fifteen (15) business days after the date of the applicant's appeal requesting an expedited decision, and
- iv. If the Town Manager issues a final decision denying the minor amendment, the applicant may file a legal challenge in superior court within 30 business days of the date of the final decision.

(3) Amendment Limitations.

The Developer anticipates conveying one or more parcels or segments of the Property to other owners. Such conveyance shall provide no right to subsequent owners to approve any future amendment to the MDP or this Agreement related solely to development or use of portions of the Property that continue to be owned by the Developer. For purposes of this paragraph, "development or use" includes land use, infrastructure requirements, and all other issues related to the entitlement, development, and use of portions of the Property that continue to be owned by the Developer. If a future amendment to the MDP or this Agreement proposed by the Town or a subsequent owner of a portion of the Property adversely impacts development or use of another owner's or the Developer's portion of the Property, then the Town or subsequent owner seeking the amendment shall first submit its proposed amendment in writing to the other owners and/or the Developer for review and approval.

1.3 Density.

The Town and the Developer hereby acknowledge and agree that the MDP provides for a maximum number of 3,491 residential units for the Property (the "**Maximum Density**") and the MDP and this Agreement provide parameters for reallocation of residential dwelling units. Regardless of any reallocation, the Developer shall not exceed the Maximum Density for the Property without prior amendment of the MDP and this Agreement.

1.4 Vested Rights.

The Town agrees that, for the term of this Agreement, the Developer shall have a vested right to develop the Property in accordance with this Agreement and applicable law. This

paragraph shall survive termination of this Agreement pursuant to Paragraph 3.9 below. The determinations of the Town memorialized in this Agreement, together with the assurances provided to the Developer in this Agreement, are provided pursuant to and as contemplated by A.R.S. § 9-500.05 and other applicable law, bargained for and in consideration for the undertakings of Developer set forth herein and contemplated by the MDP.

1.5 Continued Ranching Operations.

The Town recognizes that the Developer may continue agricultural and ranching operations on the Property. Agricultural and ranching operations may include, but not be limited to, grazing, agricultural activities, and other operations ancillary to agricultural and ranching operations. The Town agrees that such agricultural and ranching operations shall not be affected by this Agreement and shall not be the basis for any claim of breach of this Agreement. The continued operations of the Developer as they are currently conducted shall not be the basis for a claim of noncompliance with the MDP. The Town shall retain existing access to the North Plains effluent ponds from Lakeshore Blvd.

2. COOPERATION AND ALTERNATIVE DISPUTE RESOLUTION.

2.1 Default.

Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of 30 days (the "Cure Period") after written notice thereof from the other Party, shall constitute a default under this Agreement. Provided, however, that if the failure or delay is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then such Party shall have such additional time as may be necessary to perform or comply so long as such Party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies that are set forth in Paragraph 2.2 below.

2.2 Dispute Resolution/Remedies.

If the processes described in this Section lead to an impasse, the Town Manager shall give the Developer a final decision within 15 business days after Developer's notice that an impasse exists. If the issue on which an impasse has been reached is one where a final decision requires action by the Town Council, the Town Manager shall be responsible for scheduling a Town Council hearing on the issue within four (4) weeks after the Developer's request (provided, however, that if the issue is appropriate for review by the Town's Planning and Zoning Commission, the matter shall be submitted to the Commission first, and then to the Town Council). Both parties agree to continue to use reasonable good faith efforts to resolve any impasse pending any such decision.

In the event the Developer disagrees with the determination of the Town Manager or the Town Council, the Developer may submit such matter for resolution to binding arbitration governed by the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be governed by Arizona law. The Parties may request attorneys' fees in accordance with applicable law.

3. NOTICES AND FILINGS.

3.1 Manner of Serving.

All notices, filings, consents, approvals, and other communications provided for herein (or given in connection herewith) shall be validly given, filed, made, delivered, or served if in writing and delivered personally or sent by certified United States mail, postage prepaid, return-receipt requested, if to:

The Town:

Gilbert Davidson, Town Manager
Town of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

with a copy to:

Ivan Legler, Esq., Town Attorney
Town of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

Developer:

Ronald W. Fain, President
Fain Land and Cattle Company
3001 N. Main Street, Suite #2B
Prescott Valley, Arizona 86314

and:

Brad Fain, CEO
Fain Signature Group
3001 N. Main Street, Suite #2B
Prescott Valley, Arizona 86314

with a copy to:

William E. Lally, Esq.
TIFFANY & BOSCO, P.A.
2525 East Camelback Road, 7th Floor
Phoenix, Arizona 85016-9240
Email: wel@tblaw.com

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

3.2 Mailing Effective.

Notices, filings, consents, approvals, and communication given by mail shall be deemed delivered forty-eight (48) hours following deposit in the U.S. mail, postage prepaid, and addressed as set forth above.

3.3 Hierarchy of Documents.

There are numerous documents that affect the subject matter of this Agreement. In the event of a conflict or inconsistency between or among any or all these documents, the documents shall take priority in the following order (unless the documents expressly provide a contrary order of priority): (a) the MDP as adopted by Ordinance No. 2024-939, and (b) this Agreement.

3.4 Waiver.

No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

3.5 Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

3.6 Headings.

The descriptive headings of the Paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

3.7 Exhibits and Recitals.

Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

3.8 Further Acts.

Each of the Parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

3.9 Future Effect.

(a) Term.

Subject to the conditions in Paragraph 1 above, the term of this Agreement shall commence 30 days after this Agreement is approved by Resolution of the Town Council, and shall automatically terminate on the twenty-fifth (25th) anniversary of such date. However, if any of the Property remains undeveloped and subject to this Agreement twenty-five (25) years after the effective date of this Agreement, this Agreement shall automatically extend without the necessity of any notice, agreement, or recording by or between the parties an additional ten (10) years, for a total of thirty-five (35) years, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement, or recording by or between the Parties. The termination or expiration of this Agreement shall not limit or affect any remedy at law or in equity that the Parties, their successors, or assigns may have with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination or expiration.

(b) Termination Upon Sale to Public.

Except as otherwise provided herein, the Town and the Developer hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property (other than the streets or other rights-of-way, easements, or other property dedicated within the Property as part of this project, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than 1 year) or sold to the end purchasers or users thereof (a "**Public Lot**"). Thereupon, such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

3.10 No Partnership; 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 Developer and the Town. No term or provision of this Agreement is intended to, nor shall, be for the benefit of any person,

firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right to cause of action hereunder.

3.11 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

3.12 Amendment.

No change or addition is to be made to this Agreement (except by a written amendment), approved and executed by the Town and the Developer. Within 10 days after any approved amendment to this Agreement, such approved amendment shall be recorded in the Official Records of Yavapai County, Arizona.

3.13 Ownership of Plans.

The Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs, and work products of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Property. Provided, however, that in connection with any conveyance of portions of the Property to the Town, such rights pertaining to the portions of the Property so conveyed shall be assigned (to the extent that such rights are assignable) to the Town. Notwithstanding the foregoing, the Developer shall be entitled to utilize all such materials described herein to the extent required for the Developer to construct, operate, or maintain improvements relating to the Property.

3.14 Good Standing; Authority.

Each of the Parties represents to the other that: (i) it is duly formed and validly existing under the laws of Arizona, (ii) the Town is a municipal corporation within the State of Arizona, (ii) the Developer is an Arizona corporation, duly qualified to do business in the State of Arizona and is in good standing under applicable state laws, and (iii) the individual(s) executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

3.15 Severability.

If any provision of this Agreement or the MDP is declared void or unenforceable, such provision shall be severed from this Agreement and/or the MDP (which shall otherwise remain in full force and effect). If any applicable law or court of competent jurisdiction prohibits or excuses a Party from undertaking any commitment to perform any act thereunder, then the other Party may, at such other Party's sole discretion, after giving the first Party notice to cure in accordance with Paragraph 2.1 above, after the first Party's failure to cause cure or legal inability to cure, either terminate this Agreement or proceed with all of the Agreement not prohibited by law. The Parties acknowledge and agree that, although the Parties believe the terms and conditions contained in

this Agreement do not constitute an impermissible restriction of the police power of the Town (and it is their express intention that such terms and conditions be construed and applied as provided herein, to the fullest extent possible), it is their further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the Town, such term or condition shall be construed and applied in such lesser fashion as may be necessary to reserve to the Town all such power and authority that cannot be so restricted by this Agreement and/or the MDP.

3.16 Governing Law.

This Agreement shall be construed and interpreted under the laws of the State of Arizona.

3.17 Recordation.

This Agreement shall be recorded in its entirety in the Official Records of Yavapai County, Arizona not later than 40 days after the executed Agreement is approved by Town Council resolution.

3.18 No Developer Representations.

Nothing contained herein or in the MDP shall be deemed to obligate the Developer to complete any part or all of the development of the Property in accordance with the MDP or any other plan, and the MDP shall not be deemed a representation or warranty by the Developer of any kind whatsoever.

3.19 Status Statements.

Any Party to this Agreement (the "**Requesting Party**") may, at any time, and from time to time, deliver written notice to any other Party requesting that such other Party (the "**Providing Party**") to provide in writing that, to the knowledge of the Providing Party (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing (or, if so amended, identifying the amendments), and (c) the Requesting Party is not in default in the performance of its obligations under this Agreement (or, if in default, describing the nature and amount of any such defaults) (a "**Status Statement**"). A Party receiving a request hereunder shall execute and return such Status Statement within 10 days following the receipt thereof. The Town Manager shall have the right to execute any Status Statement requested by the Developer hereunder. The Town acknowledges that a Status Statement hereunder may be relied upon by transferees and mortgagees. However, the Town shall have no liability for monetary damages to the Developer, any transferee or mortgagee, or any other person in connection with, resulting from, or based upon the issuance of any Status Statement hereunder.

3.20 Mortgage Provisions

(a) Mortgagee Protection.

This Agreement shall be superior and senior to any future lien placed upon the project (or any portion thereof), including the lien of any mortgage or deed of trust (herein "**Mortgage**"). However, no breach hereof shall invalidate or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title (or any right or interest in or with respect to the Property or any portion thereof) by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a Mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, shall be subject to all of the terms and conditions contained in this Agreement. No mortgagee shall have an obligation or duty under this Agreement to perform the Developer's obligations or other affirmative covenants of the Developer hereunder, or to guarantee such performance. However, such obligation or duty shall apply to the extent any covenant to be performed by the Developer is a condition to the performance of a covenant by the Town.

(b) Bankruptcy.

If any 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 the Developer, the times specified above for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition. Provided, however, that such mortgagee shall proceed expeditiously to terminate such prohibition (and in no event shall such period be extended longer than 2 years).

3.21 Assignment.

The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns. Provided, however, that the Developer's rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Property (and only by a written instrument recorded in the Official Records of Yavapai County, Arizona, expressly assigning such rights and obligations). Nothing in this Agreement shall operate to restrict the Developer's ability to assign less than all of its rights and obligations under this Agreement to those entities that acquire any portion of the Property.

(a) Assignment to CFD or Property Owners' Association.

The Developer may assign some or all of its rights and obligations under this Agreement to a CFD. Upon prior written notice to the Town, the Developer may assign some or all of its rights and obligations under this Agreement to an Association as defined in A.R.S. § 33-1802 provided that any assignment to an Association shall be accompanied by conclusive evidence of such Association's financial ability to assume and irrevocably commit to perform such obligations hereunder. Upon the Town's receipt of such notice, the Developer's liability hereunder shall terminate as to the obligations assigned.

(b) Partial Assignment to Purchasers.

The Developer may assign less than all of its rights and obligations under this Agreement to purchasers of any portion of the Property (each, an “**Assignment**”). The Developer will be released from its obligations under this Agreement with respect to the Assignment, subject to the following: (i) the Developer has given the Town written notice of the Assignment (which notice shall include the name, address, email address, and facsimile number of the purchaser), (ii) the assignee has agreed in writing to be subject to all of the applicable provisions of this Agreement and such Assignment provides for the allocation of responsibilities and obligations between the Developer and the assignee, and (iii) such Assignment has been recorded in the official records of Yavapai County on that portion of the Property owned by such assignee.

(c) Assignment to Financial Institution.

Notwithstanding any other provisions of this Agreement, the Developer may assign all or part of its rights and duties under this Agreement to any financial institution from which the Developer has borrowed funds for use in constructing the Infrastructure Improvements or otherwise developing the Property.

3.22 Good Faith of Parties.

Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement (including in considering any requested extension of time), the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, or capriciously (and will not unreasonably withhold, delay, or condition any requested approval, acknowledgment, or consent).

3.23 Cancellation.

This Agreement may be cancelled without penalty pursuant to A.R.S. § 38-511 in the event of a conflict of interest as described therein by any person significantly involved in the negotiation of this Agreement on behalf of the Town.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date and at the time a resolution approving and adopting this Agreement is approved by the Town Council of the Town of Prescott Valley.

TOWN:

TOWN OF PRESCOTT VALLEY,
ARIZONA, a municipal corporation

BY: _____
Kell Palguta, Mayor

DATE: _____

ATTEST:

BY: _____
Fatima Fernandez, Town Clerk

DATE: _____

APPROVED AS TO FORM:

BY: _____
Ivan Legler, Town Attorney

DATE: _____

DEVELOPER:

FAIN LAND AND CATTLE COMPANY,
an Arizona corporation

BY: _____
Ronald W. Fain

ITS: President

DATE: _____

STATE OF ARIZONA)
) SS.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by Ronald W. Fain, as President of Fain Land and Cattle Company, an Arizona
corporation, on behalf of said company.

Notary Public

My Commission Expires:

LIST OF EXHIBITS

Exhibit A	Legal Description
Exhibit B	Master Development Plan

EXHIBIT A
LEGAL DESCRIPTION

North Boundary

All that portion of land lying in Section 5, Township 14 North, Range 1 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the northwest corner of said Section 5, from whence the southwest corner of said Section 5 bears South $01^{\circ} 41' 15''$ West, a distance of 5133.26 feet;

Thence South $89^{\circ} 37' 24''$ East, along the north line of said Section 5, a distance of 2641.90 feet to the north quarter corner of said Section 5;

Thence South $89^{\circ} 38' 06''$ East, along said north line, a distance of 671.88 feet to a point on the southwesterly right of way line of Fain Road as recorded in Book 45 of Maps and Plats, Page 10, and in Book 45 of Maps and Plats, Page 58, Yavapai County Recorder's Office, Yavapai County Arizona;

Thence along a non-tangent curve, along said southwesterly right of way line, concave to the southwest, having a radius of 5100.00 feet, a central angle of $04^{\circ} 07' 38''$, an arc length of 367.38 feet, a chord bearing of South $48^{\circ} 24' 54''$ East, and a chord length of 367.30 feet;

Thence South $43^{\circ} 38' 55''$ West, along said southwesterly right of way line, a distance of 40.00 feet;

Thence along a non-tangent curve, along said southwesterly right of way line, concave to the southwest, having a radius of 5060.00 feet, a central angle of $03^{\circ} 28' 54''$, an arc length of 307.48 feet, a chord bearing of South $44^{\circ} 36' 38''$ East, and a chord length of 307.43 feet;

Thence North $47^{\circ} 07' 49''$ East, along said southwesterly right of way line, a distance of 40.00 feet;

Thence along a non-tangent curve, along said southwesterly right of way line, concave to the southwest, having a radius of 5100.00 feet, a central angle of $08^{\circ} 19' 47''$, an arc length of 741.43 feet, a chord bearing of South $38^{\circ} 42' 17''$ East, and a chord length of 740.78 feet;

Thence South $55^{\circ} 27' 36''$ West, along said southwesterly right of way line, a distance of 30.00 feet;

Thence along a non-tangent curve, along said southwesterly right of way line, concave to the southwest, having a radius of 5070.00 feet, a central angle of $01^{\circ} 53' 18''$, an arc length of 167.09 feet, a chord bearing of South $33^{\circ} 35' 45''$ East, and a chord length of 167.08 feet;

Thence North 57° 20' 54" East, along said southwesterly right of way line, a distance of 30.00 feet;

Thence along a non-tangent curve, along said southwesterly right of way line, concave to the southwest, having a radius of 5100.00 feet, a central angle of 05° 17' 48", an arc length of 471.48 feet, a chord bearing of South 30° 00' 12" East, and a chord length of 471.31 feet;

Thence North 62° 38' 42" East, along said southwesterly right of way line, a distance of 20.00 feet;

Thence along a non-tangent curve, along said southwesterly right of way line, concave to the southwest, having a radius of 5120.00 feet, a central angle of 15° 25' 00", an arc length of 1377.64 feet, a chord bearing of South 19° 38' 48" East, and a chord length of 1373.49 feet to a point on the easterly right of way line of said Fain Road;

Thence South 02° 36' 16" East, along said easterly right of way line, a distance of 516.73 feet;

Thence South 06° 31' 48" West, along said easterly right of way line, a distance of 1092.90 feet;

Thence North 88° 32' 36" West, along said easterly right of way line, a distance of 80.17 feet to a point on the northerly right of way line of Lakeshore Drive as recorded in Book 3956 of Official Records, Page 26, Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence continuing North 88° 32' 36" West, along said northerly right of way line, a distance of 502.86 feet;

Thence North 01° 27' 24" East, along said northerly right of way line, a distance of 30.00 feet;

Thence North 88° 32' 36" West, along said northerly right of way line, a distance of 357.74 feet;

Thence South 01° 27' 24" West, along said northerly right of way line, a distance of 40.00 feet;

Thence North 88° 32' 36" West, along said northerly right of way line, a distance of 155.78 feet;

Thence South 01° 27' 24" West, along said northerly right of way line, a distance of 35.00 feet;

Thence North 88° 32' 36" West, along said northerly right of way line, a distance of 190.34 feet;

Thence along a non-tangent curve, along said northerly right of way line, concave to the southwest, having a radius of 2075.00 feet, a central angle of 01° 44' 40", an arc length of 63.17 feet, a chord bearing of North 89° 24' 55" West, and a chord length of 63.17 feet;

Thence North 00° 17' 15" West, along said northerly right of way line, a distance of 55.00 feet;

Thence along a non-tangent curve, along said northerly right of way line, concave to the southeast, having a radius of 2130.00 feet, a central angle of $03^{\circ} 22' 43''$, an arc length of 125.60 feet, a chord bearing of South $88^{\circ} 01' 23''$ West, and a chord length of 125.58 feet;

Thence South $03^{\circ} 39' 58''$ East, along said northerly right of way line, a distance of 45.00 feet;

Thence along a tangent curve, along said northerly right of way line, concave to the southeast, having a radius of 2085.00 feet, a central angle of $19^{\circ} 36' 24''$, an arc length of 713.49 feet, a chord bearing of South $76^{\circ} 31' 50''$ West, and a chord length of 710.01 feet;

Thence South $66^{\circ} 43' 39''$ West, along said northerly right of way line, a distance of 477.38 feet;

Thence along a tangent curve, along said northerly right of way line, concave to the northwest, having a radius of 1915.00 feet, a central angle of $03^{\circ} 29' 45''$, an arc length of 116.84 feet, a chord bearing of South $68^{\circ} 28' 31''$ West, and a chord length of 116.82 feet;

Thence North $19^{\circ} 46' 37''$ West, along said northerly right of way line, a distance of 50.00 feet;

Thence along a non-tangent curve, along said northerly right of way line, concave to the northwest, having a radius of 1865.00 feet, a central angle of $24^{\circ} 18' 22''$, an arc length of 791.17 feet, a chord bearing of South $82^{\circ} 22' 34''$ West, and a chord length of 785.25 feet;

Thence North $85^{\circ} 28' 15''$ West, along said northerly right of way line, a distance of 260.18 feet;

Thence South $04^{\circ} 31' 45''$ West, along said northerly right of way line, a distance of 35.00 feet;

Thence North $85^{\circ} 28' 15''$ West, along said northerly right of way line, a distance of 50.00 feet;

Thence along a tangent curve, along said northerly right of way line, concave to the southeast, having a radius of 1300.00 feet, a central angle of $22^{\circ} 33' 19''$, an arc length of 511.76 feet, a chord bearing of South $83^{\circ} 15' 04''$ West, and a chord length of 508.47 feet to a point on the northeasterly right of way line of the old AT&SF right of way line as recorded in Book 2547 of Official Records, Page 229, Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence North $32^{\circ} 25' 31''$ West, northeasterly right of way line, a distance of 877.40 feet;

Thence along a tangent curve, northeasterly right of way line, concave to the southwest, having a radius of 2914.79 feet, a central angle of $09^{\circ} 40' 15''$, an arc length of 491.98 feet, a chord bearing of North $37^{\circ} 15' 38''$ West, and a chord length of 491.40 feet to a point on the west line of said Section 5;

Thence North $01^{\circ} 41' 15''$ East, along said west line, a distance of 3898.60 feet to the TRUE POINT OF BEGINNING.

Containing 21,972,741.54 sf. Or 504.42 acres more or less.

TOGETHER WITH All that portion of land lying in Sections 5 and 8, Township 14 North, Range 1 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the southwest corner of said Section 5, from whence the northwest corner of said Section 5 bears North $01^{\circ} 41' 15''$ East, a distance of 5133.26 feet;

Thence North $01^{\circ} 41' 15''$ East, along the west line of said Section 5, a distance of 1087.23 feet to a point on the southwesterly right of way line of the old AT&SF right of way line as recorded in Book 2547 of Official Records, Page 229, Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence along a non-tangent curve, along said southwesterly right of way line, concave to the southwest, having a radius of 2814.79 feet, a central angle of $07^{\circ} 30' 38''$, an arc length of 368.64 feet, a chord bearing of South $36^{\circ} 10' 38''$ East, and a chord length of 368.37 feet;

Thence South $32^{\circ} 25' 31''$ East, along said southwesterly right of way line, a distance of 876.19 feet to a point on the northerly right of way line of Lakeshore as recorded in Book 3956 of Official Records, Page 26, Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence along a non-tangent curve, along said northerly right of way line, concave to the southeast, having a radius of 1280.00 feet, a central angle of $16^{\circ} 33' 53''$, an arc length of 370.06 feet, a chord bearing of South $59^{\circ} 20' 17''$ West, and a chord length of 368.77 feet;

Thence North $38^{\circ} 56' 39''$ West, along said northerly right of way line, a distance of 20.00 feet;

Thence along a non-tangent curve, along said northerly right of way line, concave to the southeast, having a radius of 1300.00 feet, a central angle of $07^{\circ} 45' 10''$, an arc length of 175.90 feet, a chord bearing of South $47^{\circ} 10' 46''$ West, and a chord length of 175.77 feet;

Thence South $43^{\circ} 18' 12''$ West, along said northerly right of way line, a distance of 231.23 feet;

Thence South $46^{\circ} 41' 48''$ East, along said northerly right of way line, a distance of 20.00 feet;

Thence along a non-tangent curve, along said northerly right of way line, concave to the northwest, having a radius of 540.00 feet, a central angle of $10^{\circ} 30' 34''$, an arc length of 99.05 feet, a chord bearing of South $48^{\circ} 33' 31''$ West, and a chord length of 98.91 feet;

Thence North $75^{\circ} 36' 13''$ West, along said northerly right of way line, a distance of 32.17 feet;

Thence North $13^{\circ} 17' 56''$ West, along said northerly right of way line, a distance of 106.37 feet to a point on the west line of said Section 8;

Thence North $02^{\circ} 00' 27''$ East, along said west line, a distance of 256.37 feet;

Thence South $88^{\circ} 00' 54''$ East, a distance of 230.02 feet;

Thence North $02^{\circ} 00' 06''$ East, a distance of 94.73 feet;

Thence North $88^{\circ} 01' 22''$ West, a distance of 230.02 feet to a point on the west line of said Section 8;

Thence North $02^{\circ} 00' 27''$ East, along said west line, a distance of 27.26 feet to the TRUE POINT OF BEGINNING.

Containing 536,604.34 sf. Or 12.32 acres more or less.

Total Northern Parcels Containing 22,509,345.88 sf. Or 516.74 acres more or less.

South Boundary

All that portion of land lying in Sections 5 and 8, Township 14 North, Range 1 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows: COMMENCING at the northwest corner of said Section 8, from whence the southwest corner of said Section 8 bears South $02^{\circ} 00' 27''$ West, a distance of 5277.21 feet;

Thence South $02^{\circ} 00' 27''$ West, along the west line of said Section 8, a distance of 965.03 feet to the TRUE POINT OF BEGINNING;

Thence North $80^{\circ} 20' 50''$ East, a distance of 114.95 feet;

Thence along a non-tangent curve, concave to the southwest, having a radius of 25.00 feet, a central angle of $90^{\circ} 00' 54''$, an arc length of 39.28 feet, a chord bearing of South $54^{\circ} 39' 10''$ East, and a chord length of 35.36 feet;

Thence North $80^{\circ} 20' 50''$ East, a distance of 50.00 feet;

Thence along a non-tangent curve, concave to the southeast, having a radius of 25.00 feet, a central angle of $90^{\circ} 00' 54''$, an arc length of 39.28 feet, a chord bearing of North $35^{\circ} 20' 50''$ East, and a chord length of 35.36 feet;

Thence North $09^{\circ} 39' 10''$ West, a distance of 50.00 feet;

Thence along a non-tangent curve, concave to the northeast, having a radius of 25.00 feet, a central angle of $90^{\circ} 00' 54''$, an arc length of 39.28 feet, a chord bearing of North $54^{\circ} 39' 10''$ West, and a chord length of 35.36 feet;

Thence North $09^{\circ} 39' 10''$ West, a distance of 110.69 feet;

Thence along a tangent curve, concave to the southwest, having a radius of 225.00 feet, a central angle of $05^{\circ} 51' 25''$, an arc length of 23.00 feet, a chord bearing of North $12^{\circ} 34' 51''$ West, and a chord length of 22.99 feet to a point on the southerly right of way line of Lakeshore Drive as recorded in Book 3956 of Official Records, Page 26, Yavapai County Recorder's Office, Yavapai County, Arizona;

Thence along a non-tangent curve, along said southerly right of way line, concave to the northwest, having a radius of 780.00 feet, a central angle of $16^{\circ} 22' 34''$, an arc length of 222.94 feet, a chord bearing of North $51^{\circ} 29' 31''$ East, and a chord length of 222.18 feet;

Thence North $43^{\circ} 18' 12''$ East, along said southerly right of way line, a distance of 110.90 feet;

Thence North $46^{\circ} 41' 48''$ West, along said southerly right of way line, a distance of 80.00 feet;

Thence North $43^{\circ} 18' 12''$ East, along said southerly right of way line, a distance of 120.33 feet;

Thence along a non-tangent curve, along said southerly right of way line, concave to the southeast, having a radius of 1120.00 feet, a central angle of $07^{\circ} 45' 09''$, an arc length of 151.55 feet, a chord bearing of North $47^{\circ} 10' 46''$ East, and a chord length of 151.43 feet;

Thence South $38^{\circ} 56' 39''$ East, along said southerly right of way line, a distance of 20.00 feet;

Thence along a non-tangent tangent curve, along said southerly right of way line, concave to the southeast, having a radius of 1100.00 feet, a central angle of $43^{\circ} 28' 24''$, an arc length of 834.63 feet, a chord bearing of North $72^{\circ} 47' 33''$ East, and a chord length of 814.75 feet;

Thence South $85^{\circ} 28' 15''$ East, along said southerly right of way line, a distance of 89.50 feet;

Thence South $04^{\circ} 31' 45''$ West, along said southerly right of way line, a distance of 25.00 feet;

Thence South $85^{\circ} 28' 15''$ East, along said southerly right of way line, a distance of 150.00 feet;

Thence South $04^{\circ} 31' 45''$ West, along said southerly right of way line, a distance of 25.00 feet;

Thence South $85^{\circ} 28' 15''$ East, along said southerly right of way line, a distance of 70.68 feet;

Thence along a tangent curve, along said southerly right of way line, concave to the northeast, having a radius of 2150.00 feet, a central angle of $08^{\circ} 23' 53''$, an arc length of 315.13 feet, a chord bearing of South $89^{\circ} 40' 12''$ East, and a chord length of 314.85 feet;

Thence North $03^{\circ} 52' 08''$ West, along said southerly right of way line, a distance of 25.00 feet;

Thence along a non-tangent curve, along said southerly right of way line, concave to the northwest, having a radius of 2125.06 feet, a central angle of $13^{\circ} 25' 39''$, an arc length of 498.02 feet, a chord bearing of North $79^{\circ} 25' 02''$ East, and a chord length of 496.88 feet;

Thence North $17^{\circ} 17' 48''$ West, along said southerly right of way line, a distance of 25.00 feet;

Thence along a non-tangent curve, along said southerly right of way line, concave to the northwest, having a radius of 2100.00 feet, a central angle of $05^{\circ} 58' 33''$, an arc length of 219.03 feet, a chord bearing of North $69^{\circ} 42' 55''$ East, and a chord length of 218.93 feet;

Thence North $66^{\circ} 43' 39''$ East, along said southerly right of way line, a distance of 477.38 feet;

Thence along a tangent curve, along said southerly right of way line, concave to the southeast, having a radius of 1900.00 feet, a central angle of $17^{\circ} 50' 37''$, an arc length of 591.72 feet, a chord bearing of North $75^{\circ} 38' 57''$ East, and a chord length of 589.33 feet;

Thence South $05^{\circ} 25' 44''$ East, along said southerly right of way line, a distance of 40.00 feet;

Thence along a non-tangent curve, along said southerly right of way line, concave to the southeast, having a radius of 1860.00 feet, a central angle of $04^{\circ} 23' 54''$, an arc length of 142.79 feet, a chord bearing of North $86^{\circ} 46' 13''$ East, and a chord length of 142.75 feet;

Thence North $01^{\circ} 01' 50''$ West, along said southerly right of way line, a distance of 55.00 feet;

Thence along a non-tangent curve, along said southerly right of way line, concave to the southwest, having a radius of 1915.00 feet, a central angle of $02^{\circ} 29' 15''$, an arc length of 83.14 feet, a chord bearing of South $89^{\circ} 47' 13''$ East, and a chord length of 83.13 feet;

Thence South $88^{\circ} 32' 36''$ East, along said southerly right of way line, a distance of 219.54 feet;

Thence South $01^{\circ} 27' 24''$ West, along said southerly right of way line, a distance of 35.00 feet;

Thence South $88^{\circ} 32' 36''$ East, along said southerly right of way line, a distance of 67.50 feet;

Thence South $01^{\circ} 27' 24''$ West, along said southerly right of way line, a distance of 30.00 feet;

Thence South $88^{\circ} 32' 36''$ East, along said southerly right of way line, a distance of 302.38 feet;

Thence North $01^{\circ} 27' 24''$ East, along said southerly right of way line, a distance of 30.00 feet;

Thence South $88^{\circ} 32' 36''$ East, along said southerly right of way line, a distance of 617.30 feet to a point on the easterly right of way line of Fain Road as recorded in Book 45 of Maps and Plats, Page 10, and in Book 45 of Maps and Plats, Page 58, Yavapai County Recorder's Office, Yavapai County Arizona;

Thence continuing South $88^{\circ} 32' 36''$ East, along said easterly right of way line, a distance of 70.07 feet;

Thence South $08^{\circ} 33' 37''$ East, along said easterly right of way line, a distance of 486.26 feet to a point on the north line of said Section 8;

Thence North $89^{\circ} 01' 35''$ West, along said north line, a distance of 2534.73 feet to the north quarter corner of said Section 8;

Thence South $01^{\circ} 58' 06''$ West, along the north-south center section line of said Section 8, a distance of 2616.65 feet to the center section corner of said Section 8;

Thence North $89^{\circ} 30' 02''$ West, along the east-west center section line of said Section 8, a distance of 1326.16 feet;

Thence North $01^{\circ} 59' 16''$ East, a distance of 1313.81 feet;

Thence North $89^{\circ} 15' 50''$ West, a distance of 1325.58 feet to a point on the west line of said Section 8;

Thence North $02^{\circ} 00' 27''$ East, along said west line, a distance of 354.28 feet to the TRUE POINT OF BEGINNING.

Containing 5,892,186.40 sf. Or 135.27 acres more or less.

TOGETHER WITH All that portion of land lying in Section 8, Township 14 North, Range 1 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the northwest corner of said Section 8, from whence the southwest corner of said Section 8 bears South $02^{\circ} 00' 27''$ West, a distance of 5277.21 feet;

Thence South $02^{\circ} 00' 27''$ West, along the west line of said Section 8, a distance of 793.57 feet to a point on the southerly right of way line of Lakeshore Drive as recorded in Book 3956 of Official Records, Page 26, Yavapai County Recorder's Office, Yavapai County, Arizona and the TRUE POINT OF BEGINNING;

Thence along a non-tangent curve, along said southerly right of way line, concave to the northwest, having a radius of 780.00 feet, a central angle of $07^{\circ} 56' 31''$, an arc length of 108.12 feet, a chord bearing of North $67^{\circ} 26' 26''$ East, and a chord length of 108.03 feet;

Thence South $09^{\circ} 39' 10''$ East, along the westerly right of way line of said Lakeshore Drive, a distance of 117.05 feet;

Thence along a tangent curve, concave to the northwest, having a radius of 25.00 feet, a central angle of $90^{\circ} 00' 54''$, an arc length of 39.28 feet, a chord bearing of South $35^{\circ} 20' 50''$ West, and a chord length of 35.36 feet;

Thence South $80^{\circ} 20' 50''$ West, along the northerly right of way line of said Lakeshore Drive, a distance of 104.63 feet to a point on the west line of said Section 8 Thence North $02^{\circ} 00' 27''$ East, along said west line, a distance of 120.41 feet to the TRUE POINT OF BEGINNING.

Containing 14,853.87 sf. Or 0.34 acres more or less.

Total Southern Parcels Containing 5,907,040.27 sf. Or 135.61 acres more or less.

EXHIBIT B
MASTER DEVELOPMENT PLAN

LAKESHORE 650

PRESCOTT VALLEY | ARIZONA

FAIN SIGNATURE GROUP



BrownHOMES
A Family Tradition

PLANNED AREA DEVELOPMENT AND MASTER DEVELOPMENT PLAN

DECEMBER 21, 2023

ZMC 23-004
2ND SUBMITTAL

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TABLE OF CONTENTS

1.	PLANNED AREA DEVELOPMENT.....	7
1.1.	INTRODUCTION.....	7
1.2.	VISION	9
1.3.	GENERAL PLAN	12
1.4.	ZONING	14
1.5.	ANNEXATION	15
2.	EXISTING CONDITIONS	17
2.1.	SITE CONDITIONS.....	17
2.2.	RELATIONSHIP TO SURROUNDING PROPERTIES	17
3.	DEVELOPMENT PLAN.....	21
3.1.	PURPOSE	21
3.2.	DEVELOPMENT PLAN FRAMEWORK	21
3.3.	PRELIMINARY DEVELOPMENT PLAN / MASTER DEVELOPMENT PLAN	22
3.4.	FINAL DEVELOPMENT PLAN.....	22
3.5.	AMENDMENTS.....	24
4.	GENERAL DEVELOPMENT STANDARDS.....	27
4.1.	PLANNING UNITS	27
4.2.	LAND USE BUDGET.....	29
4.3.	PERMITTED UNDERLYING ZONING DISTRICTS	30
4.4.	PERMITTED USES	37
4.5.	APPROVAL	38
4.6.	CHANGE OF USE	38
4.7.	RANCHING OPERATIONS	38
4.8.	USE STANDARDS.....	44
4.9.	USE STANDARDS ALTERNATIVES	49
4.10.	LOT PLANNING	49
4.11.	STORAGE AREAS.....	53
4.12.	PUBLIC UTILITIES	53
4.13.	PHASING	53

5.	DESIGN GUIDELINES.....	57
5.1.	PURPOSE.....	57
5.2.	CHARACTER THEMES	57
5.3.	COMMUNITY QUALITY AND CHARACTER	58
5.4.	NEIGHBORHOOD DESIGN.....	59
5.5.	ARCHITECTURAL CHARACTER	60
6.	OPEN SPACE AND PARKS	63
6.1.	OPEN SPACE CORRIDORS	64
6.2.	PERIMETER BUFFER.....	64
6.3.	WILDLIFE AND DRAINAGE CORRIDOR OPEN SPACE	66
6.4.	NEIGHBORHOOD PARKS AND OTHER OPEN SPACE AREAS.....	68
6.5.	RECREATION CORE	73
6.6.	PATHS AND TRAILS.....	75
7.	LANDSCAPING.....	79
7.1.	LANDSCAPING DEFINED	79
7.2.	LANDSCAPING REQUIREMENTS	79
7.3.	LANDSCAPING STANDARDS.....	80
7.4.	NUISANCE AND HAZARDS PROVISIONS	89
8.	GRADING AND DRAINAGE.....	91
8.1.	GRADING STANDARDS	91
8.2.	DRAINAGE.....	91
9.	WALLS AND SCREENING	97
9.1.	WALLS AND FENCES	97
9.2.	WALL HEIGHT	99
9.3.	WALLS ON LANDSCAPE AND VEHICULAR NON-ACCESS EASEMENT	99
9.4.	SCREENING STANDARDS	99
9.5.	WALL AND FENCE MATERIALS	102
10.	WATER AND WASTEWATER.....	103
10.1.	WATER AND WASTEWATER DEVELOPMENT STANDARDS	103
10.2.	WATER SUPPLY.....	103
11.	OUTDOOR LIGHTING	105
11.1.	OUTDOOR LIGHTING VISION	105

11.2. OUTDOOR LIGHTING STANDARDS.....	105
11.3. OUTDOOR LIGHTING CHARACTER.....	106
11.4. COMPREHENSIVE LIGHTING PLAN	108
12. OFF-STREET PARKING	109
13. OPERATIONS AND MAINTENANCE.....	111
13.1. COMMUNITY ASSOCIATIONS.....	111
13.2. PUBLIC RIGHTS-OF-WAY.....	111
13.3. LANDSCAPE MAINTENANCE OF SITE DEVELOPMENT.....	111
APPENDIX – DEFINITION OF TERMS	113
APPENDIX – PLANT PALETTE.....	119

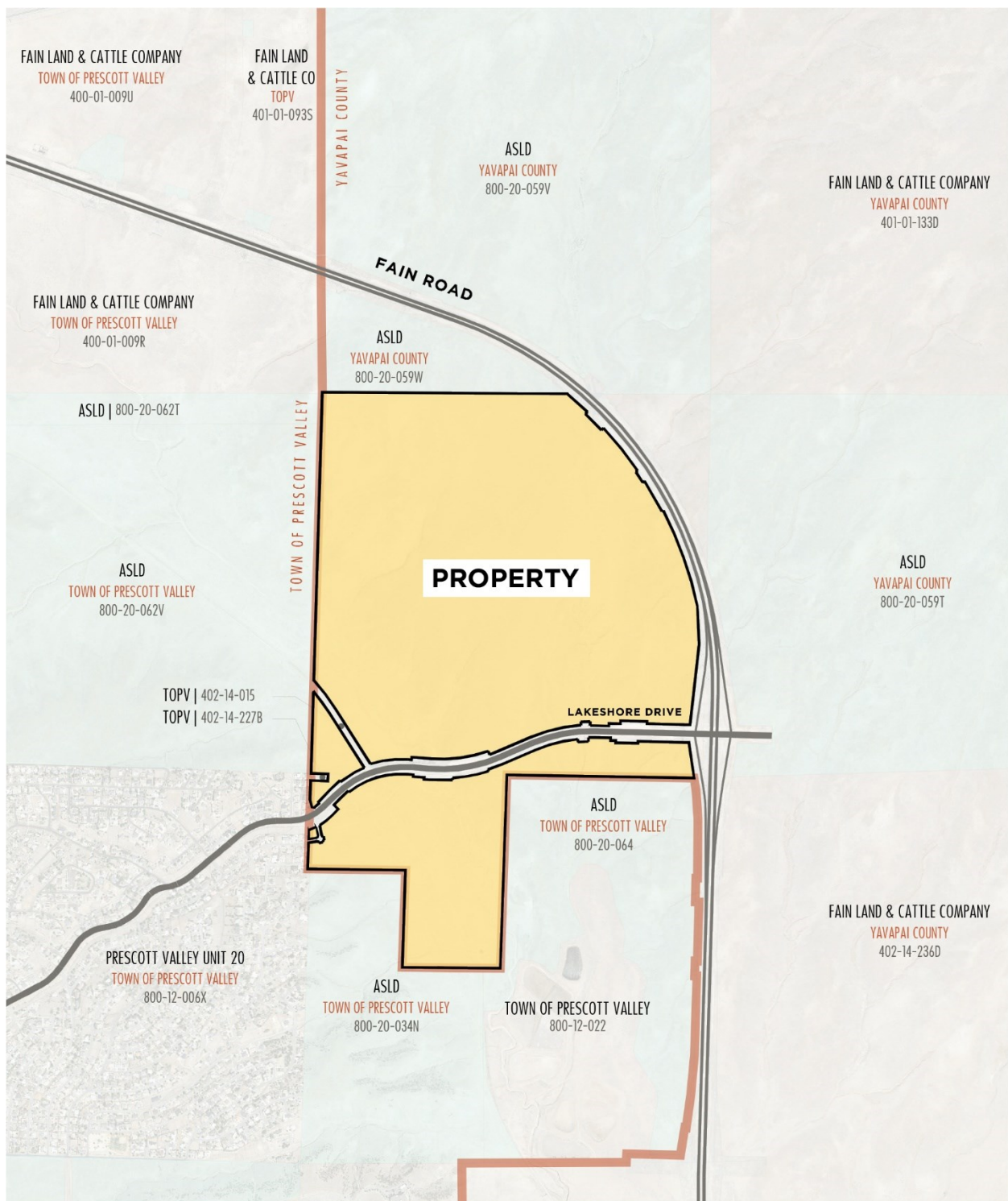
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1. PLANNED AREA DEVELOPMENT

1.1. INTRODUCTION

Fain Signature Group on behalf of the landowner (the “Owner”) owns approximately 652 acres of land west of the intersection of Lakeshore Drive and Fain Road. More specifically, the land is composed of three noncontiguous parcels of which two parcels are located north of Lakeshore Drive (a right-of-way from the Atchison Topeka & Santa Fe Railway bisects these parcels) and the other parcel is located south of Lakeshore Drive (the “Property”). Refer to ***Exhibit 1.1 – Property*** for a detailed description of the Property. The Owner, along with Brown Homes, a home builder with more than 40 years of experience, (the “Developer”) desires to rezone the Property to certain single-family, multi-family, and commercial zoning districts and apply the Planned Area Development (“PAD”) overlay district. This PAD and Master Development Plan (together, the “Lakeshore 650 PAD”), sets a framework to guide the future development of Property in a thoughtful and responsible manner.

EXHIBIT 1.1 – PROPERTY



1.2. VISION

Envisioned is a community that embraces a native landscape character. A community that utilizes low-water use and drought-tolerant plant material native to the region and adapted to the climate. A community that is composed of a variety of housing types linked through an integrated circulation system giving residents a choice to walk or bike to community amenities rather than drive. A community that can help support local businesses and employment needs.

The wise use of water is important to the community. The Lakeshore 650 PAD prioritizes water conservation methods and policies by preserving large tracts of native open space requiring no irrigation, requiring low water use landscaping, allowing the use of bioswales to direct surface water to plant material, and allowing "leaky dams" as part of a stormwater management system aimed at slowing, spreading, and sinking water into the ground. The incorporation of these concepts as steps toward a water neutral development.

Additionally, the intent of the Lakeshore 650 PAD is to establish a framework for open space, circulation (both vehicular and pedestrian), community amenities, and community infrastructure (water, wastewater, and drainage). It will focus on a range of residential uses, primarily low and medium density, with opportunities for pockets of medium-high density, neighborhood services, and a commercial/employment node. See *Exhibit 1.2 - Conceptual Land Use and Circulation*. This framework will provide both structure to ensure the necessary infrastructure and amenities to serve the future residents and flexibility to allow the community to respond appropriately to market demands.

The landforms and desert grassland habitat will influence the community design. The Aqua Fria River, Coyote Wash, and Navajo Drive Wash cross through the Property. These are community assets to protect and manage as part of the future drainage system. They are also envisioned as corridors for wildlife and pedestrian circulation connecting individual neighborhoods to a greater community path and trail system.

This system would be designed for pedestrians rather than high-speed and efficient traffic flow. This will be achieved by establishing a hierarchy for both pedestrian pathways and roadways. While roads typically accommodate both vehicles and pedestrians, here roadways prioritizing vehicles will separate pedestrian and bicycle

paths from the road. In contrast, streets with a balanced approach that are not vehicular dominant, such as neighborhood cul-de-sacs, will function as shared spaces for pedestrians, cyclists, and vehicles, encapsulating the interconnected character of the community.

The community will offer choices for housing; different housing types to meet the needs of residents at various stages of life. Envisioned is a framework that provides flexibility to accommodate housing for those who have grown up in the community and are looking to move out of their parent's home, buy a first home, move up to a larger home that can accommodate a family, or move down to a smaller home or a home where the exterior and landscape are maintained by a homeowners association.

The intersection of Fain Road and Lakeshore Drive is an opportunity for community services and commercial/employment uses. Commercial activities are best situated near accessible and visible intersections. This intersection possesses these attributes, making it well-suited for desired establishments like restaurants, possibly a small grocer, a dentist's office, a storage facility, or any of the businesses that provide needed services for the region.

This map illustrates the San Juan River Watershed, highlighting various geographical and planning features. The watershed boundary is shown in a light blue color. Key features include:

- Drainage Corridors:** Labeled as "AGUA FRIA RIVER", "COKOITE WASH", and "NANAJO DRIVE WASH".
- Roads:** "ROAD A" is shown as a curved road. "LAKESHORE DRIVE" and "FAIN ROAD" are shown as straight roads. "EXISTING ROADWAY" and "FUTURE ROADWAY" are indicated by different line styles.
- Land Use:** The map is divided into colored zones: "RESIDENTIAL" (light orange), "RESIDENTIAL MEDIUM" (dark orange), and "COMMERCIAL / MULTIFAMILY" (pink).
- Open Space:** "NEIGHBORHOOD OPEN SPACE" is indicated by green squares.
- Paths and Trails:** "PATH" is shown as a dashed line, and "TRAIL" is shown as a dotted line.
- Overpasses:** "EXISTING OVERPASS" is indicated by a cross-hatched symbol.
- North Arrow:** Located in the bottom right corner, pointing towards the top of the map.

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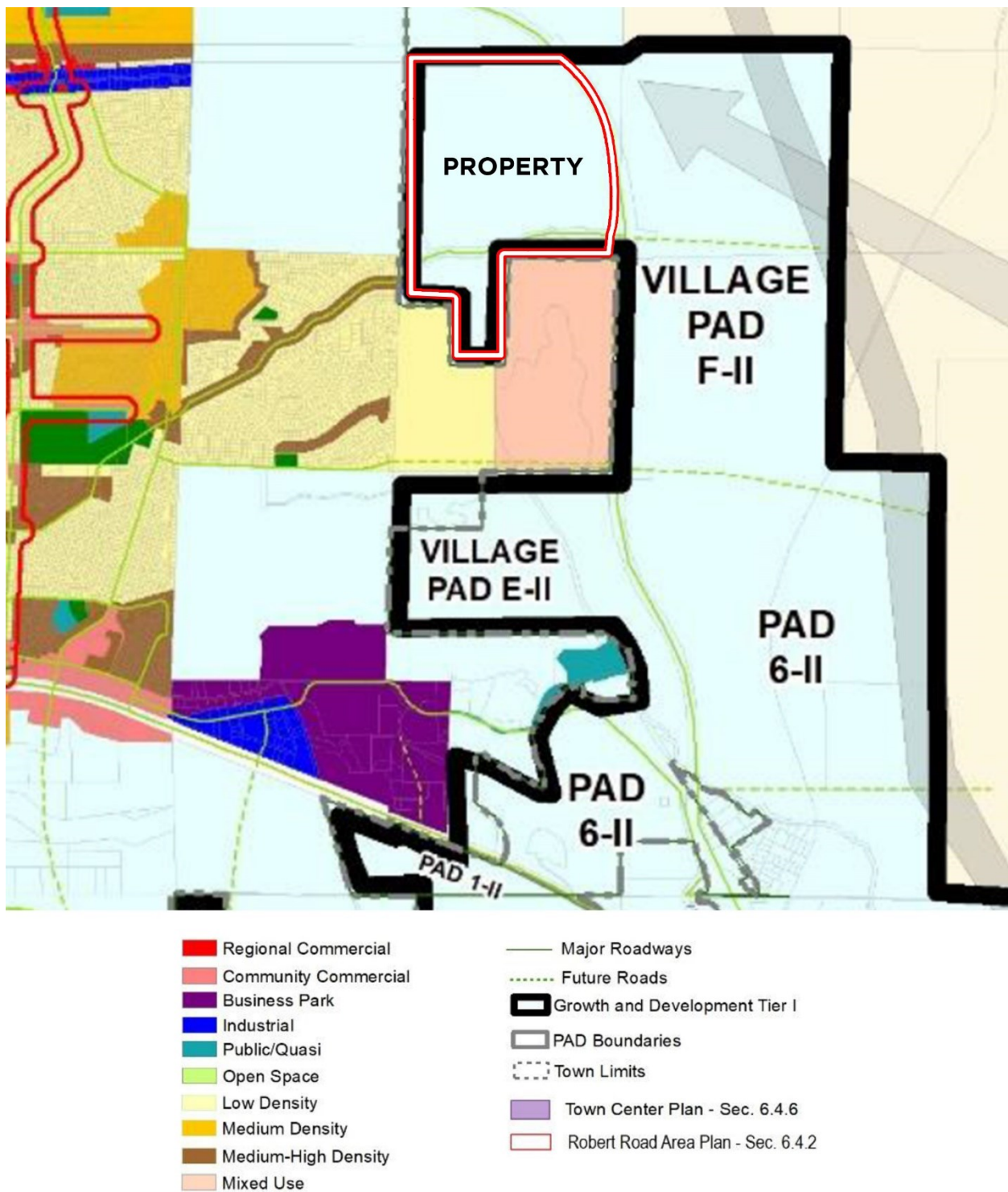
1.3. GENERAL PLAN

The Prescott Valley General Plan 2035, (the “General Plan”) was adopted by the Town of Prescott Valley (the “Town”) on May 12, 2022, and ratified on November 08, 2022. The General Plan establishes principles, goals, policies, and implementation strategies to help guide future growth within the Town. The General Plan shows the area of the Property as Village PAD F-II Land Use designation, a Tier II Growth Area. *See Exhibit 1.3 – General Plan Land Use Designations.*

The General Plan recommends PAD designations for most Tier II Growth Areas, including the existing Village PAD F-II land use designation that applies to the Property. Sections 5.3.3, 6.9, and 7.4.4 of the General Plan encourage PAD zoning for purposes of maintaining flexibility in design and land use planning, allowing a variety of residential and neighborhood commercial uses, and creating an interconnected community core which is a logical extension of the existing development to the west.

As intended with this designation, the Lakeshore 650 PAD permits a diverse variety of housing options and an opportunity for commercial and retail uses to serve the neighborhood and surrounding communities. The Lakeshore 650 PAD ensures orderly and thorough planning and review procedures resulting in community design that encourages variety in architectural design and site planning. This permits flexibility for development to provide greater choices in the types of environments, living units, amenities, and efficient, aesthetic, and desirable use of open space in a manner that will produce an environment in harmony with the surrounding areas. It also allows for development to adapt to social, economical, and environmental changes over time, fostering the ability to accommodate the future needs of the community. The Lakeshore 650 PAD is consistent with the General Plan and the development of the Property is a logical extension of existing development in the area.

EXHIBIT 1.3 – GENERAL PLAN LAND USE DESIGNATIONS



1.4. ZONING

The PAD District was adopted by the Town to establish procedures to provide flexibility in design, density, and development requirements while ensuring that such flexibility does not adversely affect the intent and purpose of the General Plan and that development will produce an environment of stable character in harmony with the surrounding areas and development. The purpose of a PAD is also to permit flexibility in design so that development would produce choices in the types of living environments, efficient, aesthetic, and desirable use of open space, as well as encourage the preservation of the natural character, economy of construction, and maintenance of streets and utilities. Upon Town approval of the Lakeshore 650 PAD, the Property will be zoned PAD (Planned Area Development) with applicable underlying zoning districts established in the Lakeshore 650 PAD.

The Town's existing codes and ordinances, rules, regulations, policies, development standards, and other development guidelines in effect at the time of the Lakeshore 650 PAD approval will apply to the development of the Property (collectively the "Rules"). In the event that the Lakeshore 650 PAD and associated Pre-Annexation and Development Agreement (the "Agreement") conflict with or vary from the Rules, then the Lakeshore 650 PAD and the Agreement will modify the conflicting or varying Rules and will apply to the development of the Property. The Rules, as modified by the Lakeshore 650 PAD and the Agreement are referred to as the "Governing Requirements". The Governing Requirements also include:

1. All future applicable Town ordinances, resolutions, rules, regulations, standards, procedures, and policies agreed to in writing by the Owner, its successors, or assigns (with respect to such Owner's property only);
2. Future public health and safety-related amendments to the Town Code, ordinances, resolutions, rules, regulations, standards, procedures, and policies necessary to comply with future state and federal laws and regulations, provided that the amendment is applied retroactively by the Town in a uniform manner. Unless mandated by a court order, such amendments shall not apply to any improvements or structures for which a permit has been issued; and
3. Future updates to the Town's engineering standards, but only to the extent such future updates, as applied to the Property, do not result in an increase to the

construction cost of any segment of infrastructure by more than 10%, as evidenced by an Owner's engineer's estimate and supporting documentation.

1.5. ANNEXATION

The Mayor and Council approved annexing the Property in 2024. Prior to annexation, the Property was zoned RCU-2A (Residential; Rural) within the unincorporated territory of Yavapai County. After annexation and prior to the approval of the Lakeshore 650 PAD, the Property was assigned ~~R1L-70 (Residential; Single Family Limited)~~ RCU-70 (Residential; Single Family Rural) zoning by the Town, which is the most comparable to the Yavapai County zoning district. See also *Section 1.4 Zoning*.

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2. EXISTING CONDITIONS

2.1. SITE CONDITIONS

The Property is currently used for ranching. The landform generally slopes from the northeast to the southwest. Three significant drainage corridors, the Agua Fria River, Coyote Wash, and the Navajo Drive Wash cross through the Property. The Navajo Drive Wash enters the Agua Fria River south of Lakeshore Drive. The Agua Fria and Coyote Wash drainage flows pass under Lakeshore Drive through a series of box culverts. Two other drainage corridors also flow through the Property and cross under Lakeshore Drive. One is near the east boundary and begins east of Fain Road. The other is near the west boundary along the old Atchinson Topeka & Sante Fe rail right-of-way alignment.

Lakeshore Drive, a two-lane road, terminates east of the Property at the east side of the overpass at the northbound Fain Road entry/exit ramps. West of the Agua Fria River is an easement for a 69kv overhead electrical transmission line and another easement for a wastewater main. Another 69kv overhead electrical transmission line and easement are located along Badger Road at the west boundary of the Property.

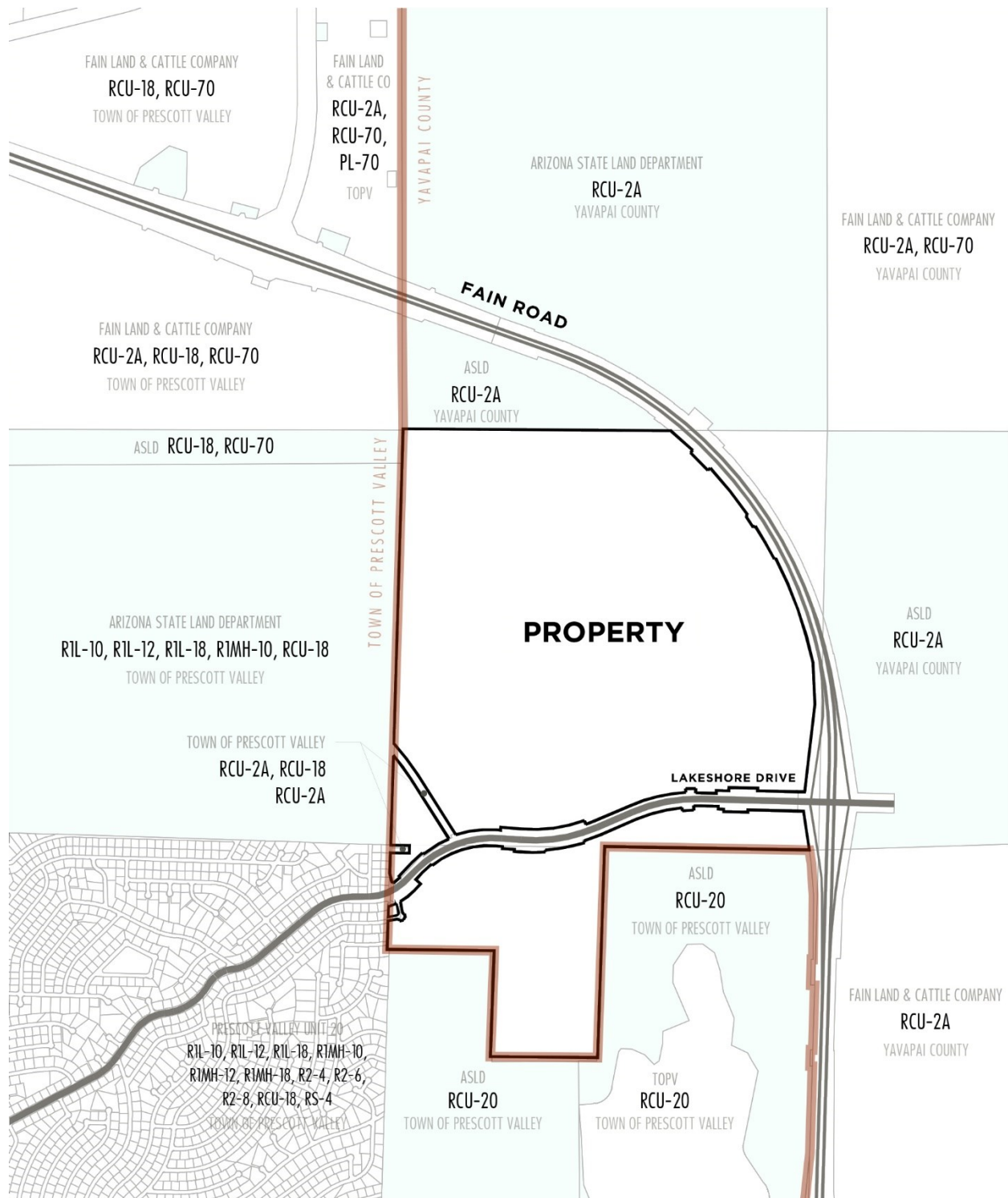
2.2. RELATIONSHIP TO SURROUNDING PROPERTIES

Table 2.1: Relationship to Surrounding Properties lists the neighboring communities or landowners, as well as the uses, zoning, and jurisdiction. See also *Exhibit 2.1 – Surrounding Properties*.

TABLE 2.1: RELATIONSHIP TO SURROUNDING PROPERTIES

North	Arizona State Land Department (Yavapai County)	RCU-2A (Residential; Rural); ranching, undeveloped
East	Fain Land & Cattle Co (Yavapai County)	RCU-2A (Residential; Rural); ranching, undeveloped
	Arizona State Land Department (Yavapai County)	RCU-2A (Residential; Rural); ranching, undeveloped
South	Arizona State Land Department (Town of Prescott Valley)	RCU-20 (Residential; Rural); ranching, undeveloped
	Town of Prescott Valley (Town of Prescott Valley)	RCU-20 (Residential; Rural); wastewater facilities
West	Prescott Valley Unit 20 (Town of Prescott Valley)	R1L-10 (Residential; Single Family Limited), R1L-12 (Residential; Single Family Limited), R1L-18 (Residential; Single Family Limited), R1MH-10 (Residential; Single Family Mobile/Manufactured Homes), R1MH-12 (Residential; Single Family Mobile/Manufactured Homes), R1MH-18 (Residential; Single Family Mobile/Manufactured Homes), R2-4 (Residential; Multiple Dwelling Units), R2-6 (Residential; Multiple Dwelling Units), R2-8 (Residential; Multiple Dwelling Units), RCU-18 (Residential; Single Family Rural), RS-4 (Residential and Services); residential subdivisions
	Town of Prescott Valley (Town of Prescott Valley)	RCU-2A (Residential; Single Family Rural), RCU-18 (Residential; Single Family Rural); old rail alignment, undeveloped
	Arizona State Land Department (Town of Prescott Valley)	R1L-10 (Residential; Single Family Limited), R1L-12 (Residential; Single Family Limited), R1L-18 (Residential Single Family Limited), R1MH-10 (Residential; Single Family Mobile/Manufactured Homes), RCU-18 (Residential; Single Family Rural); ranching, undeveloped
	Arizona State Land Department (Town of Prescott Valley)	RCU-18 (Residential; Single Family Rural), RCU-70 (Residential; Single Family Rural), ranching, undeveloped
	Fain Land & Cattle Co (Town of Prescott Valley)	RCU-2A (Residential; Single Family Rural), RCU-18 (Residential; Single Family Rural), RCU-70 (Residential; Single Family Rural), ranching, undeveloped

EXHIBIT 2.1 - SURROUNDING PROPERTIES



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3. DEVELOPMENT PLAN

3.1. PURPOSE

The Development Plan serves as a framework to guide and create a vibrant, primarily residential community that can grow to accommodate a variety of neighborhood types. It establishes the planning process and identifies the parameters for the various phases of development in a manner that is logical and appropriate for the time and place. The General Development Standards provide a menu of land uses, development standards, and infrastructure standards permitted (and/or required). These standards will guide the character and quality of the built environment while allowing for a range of acceptable uses to occur without sacrificing livability, connectivity, and the vision of the General Plan. Market forces and other conditions may direct the timing for the development of individual components within the Property, yet the Development Plan ensures an environment of stable character that is in harmony with the surrounding areas and developments.

3.2. DEVELOPMENT PLAN FRAMEWORK

This Development Plan establishes a framework for the development of the Property in a manner that is logical and appropriate for the time and place. The Lakeshore 650 PAD is the primary zoning regulation, and its provisions shall be applied in their entirety to the development of the Property. The Lakeshore 650 PAD serves as the Master Development Plan for the Property as required by the Town of Prescott Valley Code (the “Town Code”) for the development of one hundred (100) or more acres consisting of a mixture of residential zoning districts and optional neighborhood commercial districts.

The general development standards described in the following sections of the Lakeshore 650 PAD (the “General Development Standards”) are intended to provide for the integration of a variety of public and private uses in relatively close proximity to each other and will guide development in a manner that achieves the overall vision for the Property. This Development Plan, as the implementation tool of the PAD District, is in conformance with the General Plan, therefore site plan and subdivision applications to the Town shall be reviewed for conformance with the Lakeshore 650 PAD and applicable Rules. The following outlines the sequence and hierarchy of planning.

3.3. PRELIMINARY DEVELOPMENT PLAN / MASTER DEVELOPMENT PLAN

This Preliminary Development Plan is the first level of planning and also serves as the Master Development Plan for the Property. It sets forth the primary framework for development and provides context for individual site plans and subdivision plats within a particular area. It establishes an allowable Land Use Budget and General Development Standards that shall apply to each site plan and subdivision plat. These development plans serve as a guide for development. Actual development will be based on Final Development Plans.

A. INFRASTRUCTURE MASTER REPORTS

As part of the Master Development Plan, by reference, master reports for water, wastewater, drainage, and transportation infrastructure will be submitted to the Town for review and approval (individually a “Master Report” and collectively the “Master Reports”). The Master Reports provide an overview concept of the infrastructure planning for the Property to assure that the development, the demands, and intensities proposed can be reasonably accommodated in an orderly fashion. Ultimate improvements will be based on actual subdivision plats and development plans.

Subject to the Governing Requirements, updates to a Master Report may be required by the Public Works Director to the extent reasonably necessary to address significant changes made to the land use and infrastructure assumptions originally approved in a Master Report. A site-specific infrastructure report is not required when a subdivision or development plan is equally or less intense than that assumed in the Master Report. This does not preclude the need to provide a basis of design report for water, sewer, or drainage with a final development plan. Because these reports may be updated throughout the development of the project, they will be administratively reviewed and approved by the Town separately.

3.4. FINAL DEVELOPMENT PLAN

The most detailed level of planning and development review occurs with the approval of a final development plan, often for infrastructure improvements, a neighborhood subdivision, a neighborhood site plan, or a commercial/amenity site. This level of planning provides site specific details of individual parcels and related infrastructure improvements to ensure the compatibility of future development within the Property, to ensure appropriate transitions between different developments, to ensure that

development will not overburden the infrastructure systems, and to facilitate the Master Development Plan. A final development plan, typically in the form of a plat or site plan, will be prepared, submitted, and approved by the Town before development occurs on a particular portion of the Property. At the time of a final development plan submittal, a specific underlying zoning district shall be selected, the number of residential units (if any) shall be assigned, and the area of open space provided, as required by the Land Use Budget, shall be identified.

A. SITE PLAN REVIEW

The provisions of this section apply to all new buildings and uses, and to all additions to existing buildings and uses which are larger than twenty-five (25) percent of the existing building or use in all zoning districts. New uses and additions to existing uses mean any new or expanded use of an existing building or premises that requires the addition of parking spaces, pursuant to the applicable off-street parking requirements in an amount equal to or greater than twenty-five percent (25%) of the required parking for the previous occupancy.

1. Site Plan Review Process

Prior to issuance of a building permit, a site plan drawn in detail to reflect compliance with the applicable standards shall be submitted for Town Staff review. When the Town Staff determines that the site plan complies with the applicable development standards the site plan shall be approved.

Prior to issuance of an occupancy permit, all site development standards for screening, parking, loading, and driveway areas, and on-site and off-site landscaping with automatic irrigation systems (as required), shall be installed in accordance with the approved Site Plan. In lieu of such installation, where weather or procurement conditions warrant a delay [but for no more than twelve (12) months], a cash deposit or bond or letter of credit from an approved bank, naming the Town as beneficiary, in an amount which guarantees the complete installation of such site development standards, shall be filed with the Town.

B. SUBDIVISION REVIEW

An application for a subdivision shall be processed in accordance with the applicable platting procedures and requirements of Town Code Article 14-02 Platting Procedures and Requirements.

3.5. AMENDMENTS

The Owner, its successor(s), or assigns may file a request for a Lakeshore 650 PAD amendment with the Community Development Department. The following procedures shall be followed.

A. MAJOR AMENDMENTS

An amendment is considered major if it involves any one (1) of the following:

1. An increase in the approved totals of dwelling units or gross leasable area
2. A significant change in zoning boundaries from those approved in the PAD as determined by the Community Development Director.
3. Any change that could have a significant traffic impact on roadways adjacent to the PAD as determined by the Town Engineer.

The Community Development Department will bring the major amendment before the Planning and Zoning Commission and Town Council and will submit background material relevant to the request.

B. MINOR AMENDMENTS

Any amendment not deemed major is considered minor including, but not limited to, future revisions to street cross-sections, infrastructure improvements, pedestrian circulation, community amenities, drainage improvements, landscaping, or native habitat wash corridors. A minor amendment will be processed as follows.

1. The request will be routed by the Community Development Department to any affected Town departments or other agencies for comment.
2. Upon receipt of comments or no later than ten (10) working days, the Community Development Director will determine whether to approve or deny the requested minor amendment.
3. A response to the request will be mailed to the applicant. If the request is approved, a letter of approval signed by the Community Development Director will be mailed to the applicant with a copy filed for public record. If the request is denied, the Owner may file an appeal to the Town Manager for an expedited decision. The Town Manager shall provide a final decision to the Owner within 15 calendar days after the date of the Owner's request for an expedited decision.

4. If the Town Manager issues a final decision denying the PAD minor amendment, the Owner may file a legal challenge in superior court within 30 days of the date of the decision.

C. AMENDMENT LIMITATIONS

The Owner anticipates conveying one or more parcels or segments of the Property to other owners. After such conveyance, a subsequent owner shall have no right to consent to or approve any future amendment to the Lakeshore 650 PAD or the Agreement when such amendment is requested by the Owner and relates solely to the development or use of the portion of the Property owned by the Owner. For purposes of this section, "Development or use" includes land use, infrastructure requirements, and all other issues related to the entitlement, development, and use of the portion of the Property owned by the Owners. If a future amendment proposed by the Town or a subsequent owner impacts the development or use of another subsequent owner or an Owner's portion of the Property, then the party seeking the amendment shall submit its proposed amendment in writing to the other parties for review and approval.

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4. GENERAL DEVELOPMENT STANDARDS

4.1. PLANNING UNITS

The Property is divided into planning units (the “Planning Units”). See *Exhibit 4.1 – Planning Units*. The Planning Units are conceptual in nature and do not necessarily define a development parcel boundary, but rather identify permitted underlying or base zoning districts. A Planning Unit may permit more than one (1) underlying zoning district. A Planning Unit boundary, or portion thereof, may be reasonably adjusted to follow a lot line, tract boundary, or roadway as planned, ultimately platted, or constructed.

EXHIBIT 4.1 – PLANNING UNITS



4.2. LAND USE BUDGET

Table 4:1 – Land Use Budget sets forth the maximum number of residential dwelling units and the minimum required open space for the Property. Open space can be provided in the form of an easement, common ownership (e.g., a common area tract, association tract, municipal ownership), or any other form of dedication to achieve the intended result. The assignment/designation shall be tracked with a Land Use Budget Tracker (the “Budget Tracker”) submitted to the Town with each final development plan.

TABLE 4:1 – LAND USE BUDGET

RESIDENTIAL ¹	COMMERCIAL	OPEN SPACE
dwelling units (maximum)	square feet (maximum)	acres (minimum)
3,491	not limited	130.4

1. The maximum number of dwelling units is dependent on the capacity of water, wastewater, and on-site circulation systems

4.3. PERMITTED UNDERLYING ZONING DISTRICTS

The permitted use districts and density districts, jointly referred to as underlying zoning districts, and the permitted development standards of the underlying zoning districts are described below. *Table 4:2 Permitted Underlying Zoning Districts* identifies the underlying zoning districts permitted in each Planning Unit.

TABLE 4:2 PERMITTED UNDERLYING ZONING DISTRICTS

PLANNING UNIT	R1L	RS	C2
A	P	P	P
B	P	P	P
C	P	P	P
D	P	P	P
E	P		
F	P		
G	P	P	
H	P	P	
I	P		
J	P		
K	P		
L	P	P	P
M	P		
N	P	P	
O	P	P	P
P	P	P	P

Notes:

1. P = Permitted
2. R1L = Residential Single Family Limited
3. RS = Residential and Services
4. C2 = Commercial; General Sales and Services

The underlying zoning districts will allow for the development of diverse housing types, including low density and medium density neighborhoods as well as neighborhoods that have a mix of lot sizes, home sizes, and housing types. Regional serving commercial uses and employment nodes should be located near the intersection of major roadways where access and visibility can contribute to the success of a commercial use. The following underlying zoning districts are permitted.

A. R1L (RESIDENTIAL; SINGLE FAMILY LIMITED)

1. Purpose

As described per the R1L District of Article 13-06-010 and R1M District of Article 13-07-010 of the Town Code.

1. Use Regulations

As permitted per **Section 4.4. Permitted Uses**.

2. Density Regulations and Development Standards

Table 4:3a – R1L Density District Development Standards describes the development standards for each density district permitted in an R1L zoning district.

3. Off-Street Parking

As described per the R1L District of Article 13-06-040 of the Town Code as may be amended.

4. Signs

As described per the R1L District of Article 13-06-050 of the Town Code except as amended by the Governing Requirements.

TABLE 4:3A – R1L DENSITY DISTRICT DEVELOPMENT STANDARDS

Density District	18	10	8	5	3
Development Parcel Area (min.)	N/A	2 acres	2 acres	2 acres	2 acres
Lot Area (min.)	18,000 sf	10,000 sf	8,000 sf	5,000 sf	3,000 sf
Lot Width (min.)	90 ft	65 ft	55 ft	45 ft	35 ft
Lot Depth (min.)	100 ft	70 ft	60 ft	45 ft	35 ft
Lot Coverage (max.)	N/A	N/A	N/A	N/A	N/A
Livable Area (min.)	N/A	N/A	N/A	N/A	N/A
Storage Area (min.)	100 sf	100 sf	100 sf	100 sf	100 sf
Under Roof (min.)	N/A	N/A	N/A	N/A	N/A
Front/Street Setback (min.)	25 ft	15 ft	10 ft	10 ft	8 ft
Side Setback (min.)	15 ft	10 ft	5 or 10 ft combined	0 or 10 ft combined	0 or 10 ft combined
Rear Setback (min.)	20 ft	20 ft	15 ft	10 ft	10 ft
Face of Garage Setback (min.)	25 ft	20 ft	20 ft	18 ft	18 ft
Building Height (max.)	35 ft	35 ft	35 ft	35 ft	35 ft

Notes:

1. Minimum building separation measured per IRC/IBC; yard encroachment permitted per the Town Code.
2. Front/Street Setback shall be applied on a side street only when a lot boundary is the same as a right-of-way.
3. Front and Face of Garage Setback is measured from back of curb, or from back of sidewalk/trail when present.
4. Face of Garage Setback may be five (5) feet or less, or eighteen (18) feet or greater along an alley or shared drive measured from back of curb or edge of travel lane when curb does not exist.
5. Face of Garage Setback does not apply when a garage is rotated 90 degrees to a street (e.g., side-loaded garage)
6. Building Height is measured from first level finished floor to the top of a parapet or to the mean between the height of the plate and the roof peak.
7. Building Height excludes spires, chimneys, towers, etc.
8. N/A – not applicable

B. RS (RESIDENTIAL AND SERVICES)

1. Purpose

As described per the RS District of Article 13-11-010 and R2 District of Article 13-09-010 of the Town Code.

2. Use Regulations

As permitted per *Section 4.4. Permitted Uses*.

3. Density Regulations and Development Standards

Table 4:3b – RS Density District Development Standards describes the development standards for each density district permitted in an RS zoning district.

4. Off-Street Parking

As described per the RS District of Article 13-11-040 of the Town Code as may be amended.

5. Signs

As described per the RS District of Article 13-11-050 of the Town Code except as amended by the Governing Requirements.

TABLE 4:3B – RS DENSITY DISTRICT DEVELOPMENT STANDARDS

Density District	4	3	2	1	Site Plan
Development Parcel Area (min.)	2 acres	2 acres	2 acres	2 acres	2 acres
Density (max.)	10 du/ac	15 du/ac	15 du/ac	15 du/ac	25 du/ac
Development Parcel Open Space (min.)	10%	10%	10%	15%	15%
Development Parcel Perimeter Building Setback (min.)	20 ft	20 ft	20 ft	20 ft	20 ft
Lot Area (min.)	3,500 sf	2,400 sf	2,000 sf	1,000 sf	N/A
Lot Width (min.)	35 ft	30 ft	20 ft	20 ft	N/A
Lot Depth (min.)	35 ft	30 ft	20 ft	20 ft	N/A
Lot Coverage (max.)	N/A	N/A	N/A	N/A	N/A
Livable Area (min.)	N/A	N/A	N/A	N/A	N/A
Storage Area (min.)	100 sf	100 sf	100 sf	100 sf	N/A
Under Roof (min.)	N/A	N/A	N/A	N/A	N/A
Front/Street Setback (min.)	12 ft	8 ft	8 ft	8 ft	N/A
Side Setback (min.)	0 ft or 10 ft combined	0 ft or 10 ft combined	0 ft or 10 ft combined	0 ft or 10 ft combined	N/A
Rear Setback (min.)	0 ft or 10 ft combined	0 ft or 10 ft combined	0 ft or 10 ft combined	0 ft or 10 ft combined	N/A
Face of Garage Setback (min.)	18 ft	18 ft	18 ft	18 ft	18 ft
Building Height (max.)	35 ft	35 ft	35 ft	35 ft	35 ft

Notes:

1. Minimum building separation measured per IRC/IBC; yard encroachment permitted per the Town Code.
2. Front/Street Setback shall be applied on a side street only when a lot boundary is the same as a right-of-way.
3. Face of Garage Setback is measured from back of curb, or from back of sidewalk/trail when present.
4. Face of Garage Setback may be five (5) feet or less, or eighteen (18) feet or greater along an alley or shared drive measured from back of curb or travel lane when a curb does not exist.
5. Face of Garage Setback does not apply when a garage is rotated 90 degrees to a street (e.g., side-loaded garage)
6. Building Height is measured from first level finished floor to the top of a parapet or to the mean between the height of the plate and the roof peak.
7. Building Height excludes spires, chimneys, towers, etc.
8. Development Parcel Open Space may include open space adjacent to the parcel (e.g. a drainage corridor, landscape corridor, right-of-way landscape, community park, or community amenity)
9. Development Parcel Perimeter Building Setback may be ten (10) feet along a street when homes front or side a perimeter street or open space.
10. A perimeter setback may be reduced or eliminated when complementary site planning occurs on multiple parcels as determined by the Town Development Director.
11. N/A = not applicable

C. C2 (COMMERCIAL; GENERAL SALES AND SERVICES)

1. Purpose

As described per the C1 District of Article 13-13-010 and C2 District of Article 13-14-010 of the Town Code.

2. Use Regulations

As permitted per *Section 4.4. Permitted Uses*.

3. Density Regulations

Property with the C2 zoning district designation is not assigned a Density District. *Table 4:3c – C2 District Development Standards* describes the development standards permitted in a C2 zoning district.

4. Off-Street Parking

As described per the C2 District of Article 13-14-050 of the Town Code as may be amended by the Lakeshore 650 PAD.

5. Signs

As described per the C2 District of Article 13-14-060 of the Town Code except as amended by the Governing Requirements.

TABLE 4:3c – C2 DISTRICT DEVELOPMENT STANDARDS

Development Parcel Area (min.)	N/A
Density (max.)	N/A
Development Parcel Open Space (min.)	10%
Development Parcel Perimeter Building Setback (min.)	20 ft abutting residential; 0 ft all others
Lot Area (min.)	1,000 sf
Lot Width (min.)	20 ft
Lot Depth (min.)	40 ft
Lot Coverage (max.)	N/A
Livable/Commercial Area (min.)	N/A
Storage Area (min.)	N/A
Under Roof (min.)	N/A
Front/Street Setback (min.)	40 ft abutting an arterial; 20 ft abutting residential; 0 ft all others
Side Setback (min.)	50 ft abutting residential; 10' all others or as required to meet fire code when abutting to C2
Rear Setback (min.)	50 ft abutting to residential; 10' all others or as required to meet fire code when abutting to C2
Face of Garage Setback (min.)	20 ft
Building Height (max.)	6 stories or 75 ft

Notes:

1. When the parcel is part of a larger project, the larger project shall be considered the parcel (e.g., a shopping center, business park, mixed use district)
2. Development Parcel Open Space may include open space adjacent to or in proximity to the parcel (e.g. a drainage corridor, landscape corridor, park, right-of-way, town square, or other community amenity)
3. Minimum building separation measured per IRC/IBC; yard encroachment permitted per the Town Code.
4. Front/Street Setback shall be applied on a side street only when a lot boundary is the same as a right-of-way.
5. Face of Garage Setback is measured from back of curb, or from back of sidewalk/trail when present.
6. Face of Garage Setback may be five (5) feet or less, or eighteen (18) feet or greater along an alley or shared drive measured from back of curb or travel lane when a curb does not exist.
7. Building Height is measured from first level finished floor to the top of a parapet or to the mean between the height of the plate and the roof peak.
8. Building Height excludes spires, chimneys, towers, etc.
9. A perimeter setback may be reduced or eliminated when complementary site planning occurs on multiple parcels as determined by the Town Development Director.
10. N/A = not applicable

4.4. PERMITTED USES

Table 4.4: Permitted Uses lists the uses allowed within each underlying zoning district. The uses are defined under major headings including R1L, RS, and C1. The uses are divided into categories, permitted, permitted with conditions, and temporary. The following describes each designation:

1. The permitted use category is designated with a “P”. Permitted uses are allowed by right within the designated underlying zoning district, require either a site plan approval or subdivision plat approval, and are not subject to the Use Standards set forth in **Section 4.8 Use Standard**. Permitted uses are subject to full compliance with other site plan requirements related to the use, such as parking, landscaping, noise attenuating construction, and similar design related criteria. Permitted uses shall be contained within an enclosed building, except for those specific uses that are customarily outdoors (e.g., outdoor dining, patio, and plaza spaces, merchandise displays, portable fuel tanks, etc.).
2. The conditionally permitted use category is designated with a “C”. Conditional permitted uses are allowed by right within the designated underlying zoning district, require either a site plan approval or subdivision plat approval, and are subject to the Use Standards set forth in **Section 4.8 Use Standards** after a “C”. Conditional permitted uses are subject to compliance with other site plan requirements related to the use, such as parking, landscaping, noise attenuating construction, and similar design related criteria.
3. The temporary use category is designated with a “T”. Temporary uses are allowed by right within the designated underlying zoning district, shall be time limited, and are subject to the Use Standards set forth in **Section 4.8 Use Standards** after a “T”. Temporary uses shall be considered by the Community Development Director and may have additional criteria added as deemed appropriate by the Community Development Director at the time of site plan approval. Time limit extensions may be approved by the Community Development Director when it is demonstrated that the time limit extension will not be detrimental to the allowed uses or adjacent uses.
4. Uses with a blank cell (one without a “P”, “C”, or “T”) indicates that a use is not allowed in the respective underlying zoning district. Uses not listed may be allowed in accordance with the Town Code similar use interpretation provision or by a use permit as approved through the Use Permits process as defined in Section 13-21-110 Use Permits in the Town Code.

4.5. APPROVAL

All uses shall require a site plan approval and/or a subdivision plat approval depending on the specific use. The buildings and facilities for any use listed in **Table 4.4: Permitted Uses** shall be developed consistent with the design character set forth herein. The design character of the buildings and structures includes the massing, scale, height, colors, and materials used on the buildings and structures. The design character shall adhere to the General Development Standards. The use must be allowed as set forth in the Budget and should take into consideration the surrounding context. If federal, state, or county standards or requirements are applicable to the use, these standards should be identified on the site plan for reference.

4.6. CHANGE OF USE

Once a site plan and building design are approved and constructed, and a certificate of occupancy is issued for the use of the building, the range of activities permitted within the building are limited to those land uses identified on the approved site plan unless a change of use is authorized in writing by the Community Development Director. Changes of use shall be considered and authorized by the Community Development Director based upon evidence being provided that the requested change complies with all conditions applicable to that use as listed in **Table 4.4: Permitted Uses** and in **Section 4.8. Use Standards**.

4.7. RANCHING OPERATIONS

The Owner may continue agricultural and ranching operations. Agricultural and ranching operations may include, but not be limited to, grazing, agricultural activities, and other operations ancillary to agricultural and ranching operations. The continued operations of the Owner as they are currently conducted shall not be the basis for a claim of noncompliance with the Lakeshore 650 PAD.

TABLE 4.4 – PERMITTED USES

Use Categories	R1L	RS	C2	Use Standards
	Residential; Single-Family Limited	Residential and Services	Commercial; General Sales & Services	see Section 4.8 - Use Standards
Residential				
Household Living				
Single-Family Dwelling: Attached, Detached, Factory-Built Building	P	P	C	1, 2, 3
Multi-Family Dwelling		P	P	
Village Dwelling	C	C		4
Household Living and Occupation				
Home Occupation	C	C	C	5
Live/Work Dwelling		P	P	
Residences Attached to Commercial		P	P	
Congregate and Assisted Living				
Rooming & Boarding House				
Dormitories, Fraternities, Sororities				
Assisted Living, Nursing Home, Orphanage		P	P	
Accommodations & Lodging				
Bed & Breakfast	C	C	C	6, 7, 8, 9, 10
Motel, Hotel			P	
Recreational Vehicle Park				
Timeshare		P	P	
Vacation Rental	C	C	C	8, 9, 10
Public, Civic, and Institutional				
General				
Cemeteries, Mausoleums				
Mortuaries, Crematoriums				
Golf Course				
Golf Driving Range				
Library		P	P	
Museum / Observatory / Similar Quasi-public Facility		P	P	
Park / Nature Preserve / Open Space	P	P	P	
Playground / Recreation Facility (Public and Private)	P	P	P	
Private Club / Lodge	C	P	P	11
Transportation Terminal / Transfer Facility				
Police / Fire Station	C	C	P	12, 13, 29
Maintenance Facility (Public and Private)	C	C	C	12, 13, 29
Stadium				
Government Office	C	C	P	12, 13, 29
Post Office		P	P	
Public Utility Pay Station		C	C	27
Public Utility Facility: Major				
Public Utility Facility: Minor	C	C	C	12, 13, 29
Telecommunication Facilities	C	C	C	12, 13, 29
Medical				
Hospitals & Trauma Centers				
Medical Clinics & Laboratories		P	P	
Dental Clinics & Offices		P	P	
Educational				
Colleges or Universities		C	P	12, 13, 14
Schools, public or private, K-12	C	C	C	12, 13, 14
Day Care / Nursery School	C	P	P	12, 13, 14
Trade School		C	P	12, 13, 14, 15, 16, 17
Places of Worship / Church / Religious Assembly	P	P	P	

(continues)

Use Categories	R1L	RS	C2	Use Standards
	Residential; Single-Family Limited	Residential and Services	Commercial; General Sales & Services	see Section 4.8 - Use Standards
Retail, Service, and Business				
General				
Adult-Oriented Business				
Amusement Park; Outdoor				
Antique Shop		C	P	13, 14, 18
Appliance Sales & Service		C	P	13, 14, 18
Art Gallery		C	P	13, 14, 18
Artisan or Photographic Studio		C	P	
Auctions, Indoor			P	
Bank / Financial Institution		C	P	12, 13, 14, 19, 20
Barber & Beauty Shop / Tanning / Masseuse		C	P	13, 14, 18
Book Store		C	P	13, 14, 18
Building Material Sales (including the sale of rock, sand & gravel as an incidental part of the main business)			C	23
Craft Shop		C	P	13, 14, 18
Dressmaker or Tailor		C	P	13, 14, 18
Electrical, Mechanical & Plumbing Shops		C	P	13, 14, 15, 18
Electronic Equipment Sales		C	P	13, 14, 15, 18
Data Center				
Entertainment, Indoor (including ballrooms, arenas, gymnasiums, rinks, pools, shooting galleries, bowling alleys, billiard halls, miniature golf courses, and similar)		C	P	13, 14, 18, 21, 22
Commercial Recreation (excluding outdoor gas operated uses)		C	P	13, 14, 18, 21, 22
Theater/Auditorium/Banquet Hall/Convention Hall, Indoor		C	P	13, 14, 18, 21, 22
Parking Facility (Public and/or Private)	C	P	P	13, 14, 18
Parking Garage (commercial)		C	P	13, 14, 18
Equipment Storage, Rental & Sales		C	P	13, 14, 15, 18
Fair Grounds				
Feed Store			P	
Key & Gun Shop (including incidental repair work)		C	P	13, 14, 15, 18
Florist Shop		C	P	13, 14, 18
Funeral Home		C	P	13, 14, 15, 18
Furniture Store		C	P	13, 14, 15, 18
Grocery Store		C	P	13, 14, 18, 21, 22, 23
Hardware Store		C	P	13, 14, 15, 18, 23
Household Supply Store		C	P	13, 14, 18
Hobby Supply Store		C	P	13, 14, 18
Fitness/Wellness Center & Spa		C	P	13, 14, 18
Home Improvement Store		C	P	13, 14, 18, 23
Jewelry Store		C	P	13, 14, 18
Kennels, Animal Shelter		C	P	13, 14, 15, 16, 17, 18
Laundromats, Dry Cleaner		C	P	13, 14, 18
Liquor Store		C	P	13, 14, 18
Lumber/Building Material Sales			P	
Village Dwellings Home Sales Facility	T	P	P	
Music & Record Store		C	P	13, 14, 18

(continues)

Use Categories	R1L	RS	C2	Use Standards
	Residential; Single-Family Limited	Residential and Services	Commercial; General Sales & Services	see Section 4.8 - Use Standards
Optical Shop		C	P	13, 14, 18
Pawn Shop		C	C	11
Personal Services (such as, but not limited to beauty & barber, massage, photography, group instruction, and tailoring)		C	P	13, 14, 18
Pet Grooming		C	P	13, 14, 18
Pet Shop		C	P	13, 14, 18
Publishing & Printing		C	P	13, 14, 18
Race Track, Outdoor				
Radio or Television Studio		C	P	13, 14, 18, 24
Recreational Vehicle (RV), Motorhomes & Similar Storage		C	C	13, 14, 18
Repair Shop (small appliance, shoes, etc.)		C	P	13, 14, 18
Resale/Consignment Shops		C	P	13, 14, 18
Retail Sales Facility or Service Businesses to accommodate neighborhood needs		C	P	13, 14, 18
Self-Storage or Mini-Storage		C	P	13, 14, 18
Sporting Good Store		C	P	13, 14, 18
Tattoo Parlor		C	C	11
Taxidermy Facility				
Theater; Drive-In				
Toy Store		C	P	13, 14, 18
Variety Store		C	P	13, 14, 18
Veterinary Clinic and Pet Boarding Facility		C	P	13, 14, 18
Zoo				
Automotive				
Auto Service Station			C	23
Auto Maintenance/Repair Shop, Auto Body Shop, Tire Sales and Mounting		C	C	13, 14, 18, 23
Auto or Vehicle Sales, Leasing			P	
Car Washes, Detailing		C	P	13, 14, 18
Food				
Bakery		C	P	13, 14, 18
Brewery, Distillery		C	P	13, 14, 18
Candy/Ice Cream Store		C	P	13, 14, 18
Catering Facility		C	P	13, 14, 18
Delicatessen		C	P	13, 14, 18
Mobile Food Vendor		C	P	13, 14, 18, 25
Nightclub, Bar		C	P	13, 14, 18
Restaurant, Fast-Food with Drive-through			P	
Restaurant, Outdoor Dining		C	P	13, 14, 18
Restaurants/Cafe, No Drive-through		C	P	13, 14, 18
Marijuana				
Marijuana Sales & Cultivation/Infusion				
Marijuana, Sales - No Cultivation/Infusion		C	C	11
Marijuana, Personal - Cultivation/Infusion	C	C	C	11
Office				
Business Services, Professional Offices		C	P	13, 14, 18

(continues)

Use Categories	R1L	RS	C2	Use Standards
	Residential; Single-Family Limited	Residential and Services	Commercial; General Sales & Services	see Section 4.8 - Use Standards
Industrial				
General				
Tire Recapping				
Livestock Yards & Auctions				
Concrete Mixing Operation				
Bottling Plant				
Cabinet Making				
Chemical-based Manufacturing				
Cleaning Plant				
Commercial, Heavy (uses which produce noise, vibration, smoke, dust, odor, heat or glare beyond the boundaries of the district, or pose latent radiation, explosion or fire danger)				
Commercial, Heavy, Contained (provided such uses do not create offensive noise, vibration, smoke, dust, odor, heat or glare beyond the boundaries of the district, do not pollute the air, surface waters or ground water, and do not pose latent radiation, explosion or fire danger)				
Dairy Products Manufacturing				
Glazing				
Molding				
Tooling				
Motion Picture Productions, Radio & Television Studios				
Frozen Food Lockers				
Trucking & Freight Yards				
Equipping & Decorating				
Fabricating & Assembling Products				
Plating & Polishing				
Repairing & Servicing				
Electronic & scientific precision instruments manufacturing				
Light Machine Shop				
Winding				
Light machine shops				
Lumber Mills				
Lumber Yard				
Machine Shops, Heavy Equipment, Mass Production				
Manufacturing, Heavy				
Manufacturing, Light				
Meat Packing (no slaughtering except rabbits & poultry)				
Sheet metal shops				
Packaging				
Petroleum/Chemical Production				
Research/Development/Testing/ Laboratory				
Salvage Yard (including automobile salvage)				
Equipment, Material & Dead Storage Yards				
Wholesale Facility				
Wrecking Yard (including automobile wrecking)				

(continues)

Use Categories	R1L	RS	C2	Use Standards
	Residential; Single-Family Limited	Residential and Services	Commercial; General Sales & Services	see Section 4.8 - Use Standards
Agricultural				
General				
Agriculture & cultivation				
Nursery, Plant	T	C	P	14, 18, 22, 26
Accessory				
General				
Accessory Uses & Structures (incidental to permitted uses)	P	P	P	
Commercial Uses (incidental, accessory to or in conjunction with permitted uses)		P	P	
Caretaker Quarters		P	P	
Accessory Dwelling Unit	C	C	C	27
Temporary				
General				
Contractor Storage Yard	T	T	T	
Construction/Storage Offices, temporary	T	T	T	
Housing, temporary	T	T	T	
Land (Real Estate) Sales, Home Sales, Leasing Offices, temporary	T	T	T	
Model Homes & Model Homes Complexes	T	T	T	
Storage, Outdoor	T	T	T	
Special Events, Carnivals or Circuses, temporary	C	C	C	30

(end)

4.8. USE STANDARDS

1. Homes must be multiple-story single-family attached, or similar as determined by the Community Development Director.
2. Site plan shall demonstrate interaction with adjacent commercial, civic, or open space uses.
3. Single and multiple-family dwellings in a commercial building with one or more approved commercial uses on the first floor are permitted, subject to the following conditions:
 - a. In one-story commercial buildings, no single or multiple-family dwellings shall be in the front half of the building nor be accessible from the front as a primary entrance. The square footage of the single or multiple-family dwellings shall not exceed 25% of the building.
 - b. In commercial buildings with two or more floors, multiple-family dwellings may be on the ground floor. Dwellings on upper floors may equal or exceed the area of the ground floor, including being above parking (e.g., podium style parking) and wrapped around parking.
4. Homes shall be arranged in a manner similar to a single-family neighborhood and include space for shaded or covered on-site parking.
5. Home Occupation
 - a. A home occupation shall be clearly secondary to the residential use of the dwelling.
 - b. A home occupation shall be conducted in such a manner that it is compatible with the residential character of the neighborhood in which it is located.
 - c. No more than twenty-five (25%) of all buildings on the lot and no more than 800 sq. ft. of a detached accessory building may be devoted to a home occupation.
 - d. Persons other than those residing in the dwelling shall not be employed in the home occupation, with the following exceptions:
 - e. Home occupations may serve as headquarters or dispatch centers where employees do not come to the site to be dispatched to other locations.
 - f. A home occupation may employ persons who do not come to the site and who work from other locations.
 - g. Goods related to the home occupation shall not be visible from the street.
 - h. No on-site sales or public display of items for sale shall be permitted on the premises.
 - i. Outdoor storage of materials or equipment related to the home occupation activity is not permitted on the premises.

- j. Outdoor storage of materials or equipment related to the home occupation activity shall not be visible from the street and shall be properly screened from view from neighboring properties.
- k. The home occupation shall not substantially alter the exterior appearance or character of the residence in which it is conducted, either by exterior construction, lighting, graphics, or other means.
- l. A home occupation shall not create any nuisance, hazard, or other offensive condition, such as that resulting from noise, smoke, fumes, dust, odors, or other noxious emissions.
- m. Electrical or mechanical equipment that causes fluctuations in line voltage, creates any interference in either audio or video reception, or causes any perceivable vibration on adjacent properties is not permitted.
- n. Home occupation public operations are limited to the hours of 7 a.m. – 9 p.m.
- o. No more than five (5) clients per day, and only one (1) client at a time are allowed on site (with the exception of child day care and group homes).
- p. No more than one (1) commercial vehicle is allowed for the transportation of goods or materials to and from the premises. The commercial vehicle is limited to a passenger car, van, or pickup truck not to exceed a rating of one (1) ton. There shall be no work of any kind performed on vehicles not owned or leased by the occupants of the property.
- q. Home occupation uses shall not involve the use or storage of tractor trailers, semi-trucks, or heavy equipment such as contractors or landscaper equipment.
- r. Any need for parking generated by the conduct of such home occupation shall be met off the street (but not in a required front yard). The required residential off-street parking shall be maintained.
- s. All home occupations are subject to the business licensing requirements set forth in the Town Code.
- t. In-home childcare with no more than five (5) children in the home at one time with applicable state or county agency licensing and requirements.
- u. Group homes meeting the requirements set forth in the Town Code.
- v. Massage therapy with applicable state or county agency licensing and requirements.
- w. Commercial food preparation with applicable state or county agency licensing and requirements
- x. Pet grooming with applicable state or county agency licensing and requirements.
- y. The following uses are expressly prohibited as home occupations because of the potential adverse impact on the surrounding neighborhood. These include: 1) ambulance service, 2) appliance repair, 3) automobile repair, sales, detailing, washing or painting, 3) boarding houses, 4) volume production carpentry or other woodworking, 5) commercial stables, 6) in-home childcare with six (6) or more children, 7) limousine or taxicab service,

- 8) mortician or hearse service, 9) motorized outdoor sport products (such as radio-controlled miniature airplanes, motorcycle track, or go-cart racing), 10) on-going garage sales (except those permitted under the Town Code), 11) retail sales from site (except direct distribution), 12) tattoo parlors, 12) tow truck service, 13) upholstery, 14) welding, and 15) any and all other uses having a potential to create an adverse impact similar to that created by the uses outlined above.
6. The number of guest rooms shall be limited to five (5).
 7. May provide food and beverage service to guests and provide for gatherings such as meetings, parties, receptions, luncheons, banquets, weddings, social events, or other gatherings only to overnight guests.
 8. Adequate on-site parking is provided.
 9. Use of a vacation rental/short-term rental for the purposes of housing sex offenders, operating or maintaining a structured sober living home, selling illegal drugs, liquor control or pornography, obscenity, nude or topless dancing, and other adult-oriented businesses is strictly prohibited.
 10. Owners shall provide guests with a 24-hour emergency point of contact.
 11. Must comply with the Town Code.
 12. Screening is required per the provisions listed in Section 9.4.F. Screening for Protection of Adjacent Properties.
 13. Landscape and architecture must be aesthetically complementary with the surrounding context, the area of a building is not limited.
 14. Parcel must have direct access or access through other commercial or mixed-use parcels to an arterial or collector street; not through a residential neighborhood.
 15. Outdoor processing shall be 100 feet from any perimeter property line.
 16. Storage areas and service bays shall be screened from public streets by an appropriate screen wall, fence, or landscaping.
 17. Stacked materials and equipment shall not exceed a height of six (6) feet unless otherwise authorized by the Town.
 18. Outdoor storage is prohibited within a front yard setback area.
 19. Shall not locate the drive through lane, speaker board, or customer window on the side of the structure facing an existing single-family residential dwelling.

20. Shall design the drive through so as not to impede, restrict, or conflict with major pedestrian areas.
21. Shall not locate outdoor patio seating area adjacent to existing single-family dwellings.
22. The use shall not impede major pedestrian routes.
23. Dispensing of propane and similar petroleum products from exposed storage tanks for retail or for use by the property occupant as an accessory use, provided:
 - a. The installation complies with NFPA Standard 58 "Liquefied Petroleum Gas Code, 2008 Edition," and any other fire code standard as administered by Central Yavapai Fire District; and
 - b. Applicant shall obtain all permits, if any, required by Central Yavapai Fire District; and
 - c. A site plan shall be submitted indicating:
 - d. location and distances from property lines, streets, existing buildings, and buildings on adjoining properties; and
 - e. individual tank sizes (in gallon capacity, height, length, and diameter); and
 - f. separation between tanks.
 - g. Installation complies with Article 13-26 "Site Development Standards" and all other applicable provisions of the Prescott Valley Town Code.
24. Industrial broadcasting antenna or tower not permitted.
25. Mobile food vendors on private property:
 - a. Mobile food vendors shall obtain written permission to use any private property where a mobile food unit is operating and shall provide proof of such written permission on request by the Town. In such instances, mobile food vendors are not required to be within a legal parking space.
 - b. Mobile food vendors may orient the mobile food unit in any direction. A mobile food unit serving window may face the street when the unit is located beyond the front building setback.
 - c. All other applicable conditions and limitations of the Town Code shall apply.
26. Temporary nurseries shall be allowed anywhere on the Property and do not require direct access from an arterial roadway or collector roadway. In an attempt to accelerate the growth of trees and shrubs for the Property, nurseries may be located on-site prior to the approval of the Master Reports, a site plan, or a subdivision plat in which they are to be planted within. The nature of this temporary use may include time periods in excess of two (2) years depending on the proposed temporary

nursery function. Temporary nurseries may include boxed specimens, temporary irrigation, temporary power, gravel drive-aisles, and security fencing, however, screening of a temporary nursery is not required. Time limit extensions may be approved by the Community Development Director when it is demonstrated that the time limit extension will not be detrimental to the allowed uses or adjacent uses.

27. Shall be accessory to the primary use.

28. Model homes are permitted provided:

- a. Model homes are open to the public only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Model homes are not operated as a branch real estate office with more than four (4) persons assigned or stationed on a continuous basis in any one (1) home.
- c. Model homes are located in a manner that is not detrimental to an existing neighborhood.
- d. Construction equipment or materials may not be stored on any model home site, except that which is required for the construction of the home, any subsequent repairs, or remodeling.
- e. Three (3) parking stalls are provided per model home.
- f. Model homes are not listed as a business address for business licensing purposes.
- g. The use of a home as a model home is limited to two (2) years, subject to renewal for an additional two (2) year period, as approved by the Community Development Director if the conditions set forth herein continue to be met.

29. Towers, antennae, and wireless telecommunications facilities that comply with the requirements of Chapter 13 Zoning of the Town Code.

30. Temporary special events require compliance with the following:

- a. The event is licensed in accordance with the provisions of the Town Code.
- b. The duration of the event does not exceed the time period specified in the special event license or a maximum of four (4) consecutive days.
- c. The number of events does not exceed six (6) for a calendar year unless approved by the Community Development Director.
- d. The site of the event is adequately served by utilities and sanitary facilities.
- e. The event will not become a safety hazard or public disturbance and will not cause substantial adverse impacts on surrounding properties or land uses by creating excessive noise, glare, heat, dust, odors, or pollutants as determined by the Community Development Director.

4.9. USE STANDARDS ALTERNATIVES

The Use Standards, listed in *Section 4.8 Use Standards*, are applicable as noted above. If a superior design alternative is proposed to any of the Use Standards, the Community Development Director may waive some or all of the Use Standards applicable to the use.

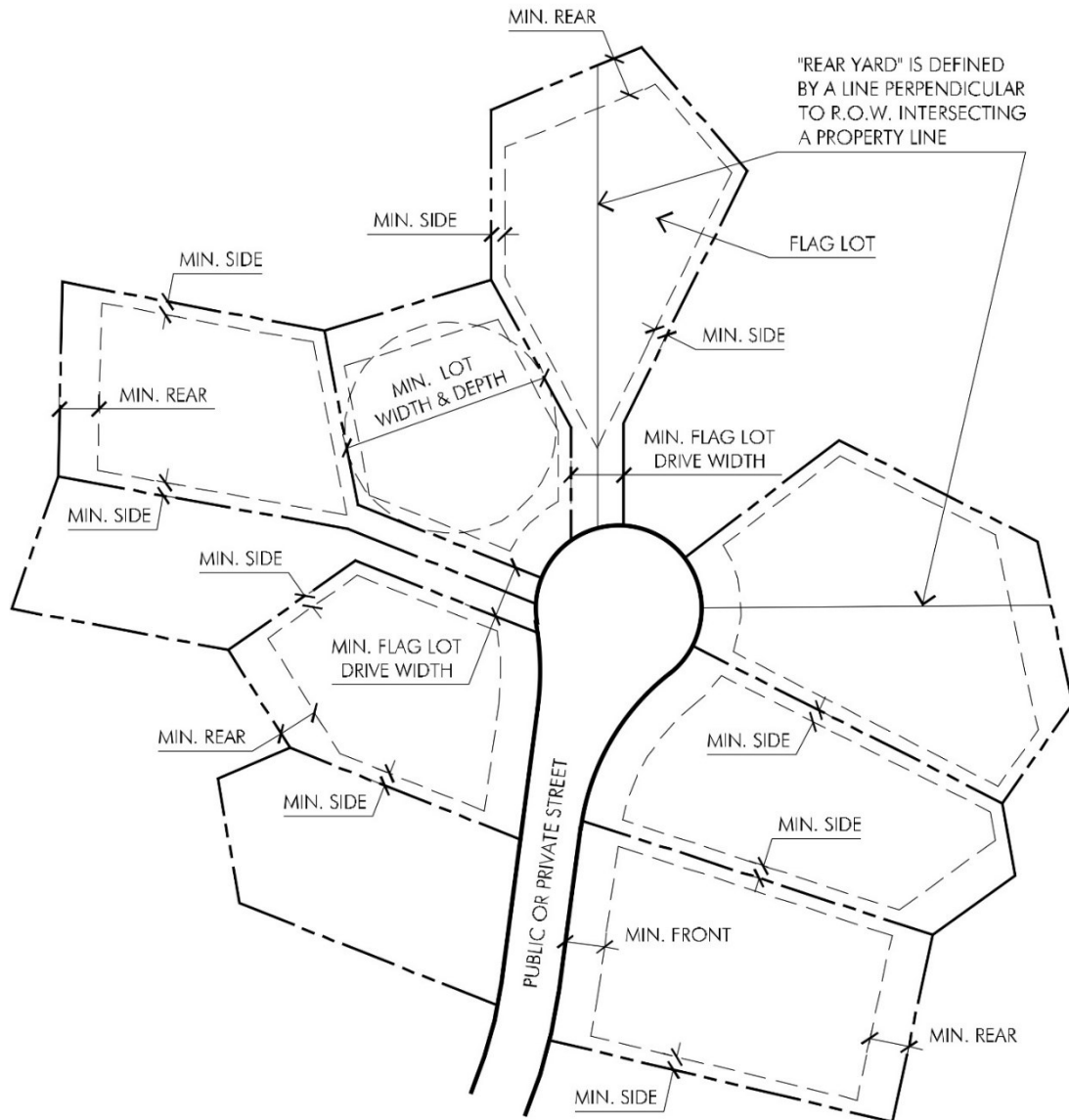
4.10. LOT PLANNING

Lot width, depth, and area shall comply with the minimum requirements of the Lakeshore 650 PAD. In some areas the orientation of a lot may be set to optimize the view from a home, to create more privacy, or to work well with the landform. To do this, lot lines are not required to be perpendicular or radial to a street, and flag lots, stub streets, and irregularly shaped cul-de-sacs may be utilized. The method of measurement for lots and setbacks is depicted in *Exhibit 4.2 - Lot Configuration Diagram A, B, and C*.

A front setback applies when a lot abuts a street. In the instance of a corner lot, a front setback applies to both street frontages; both the “front” street and the “side” street. A front setback along the “side” street does not apply to a corner lot when there is a tract along the “side” street. In this instance, the side setback criteria apply.

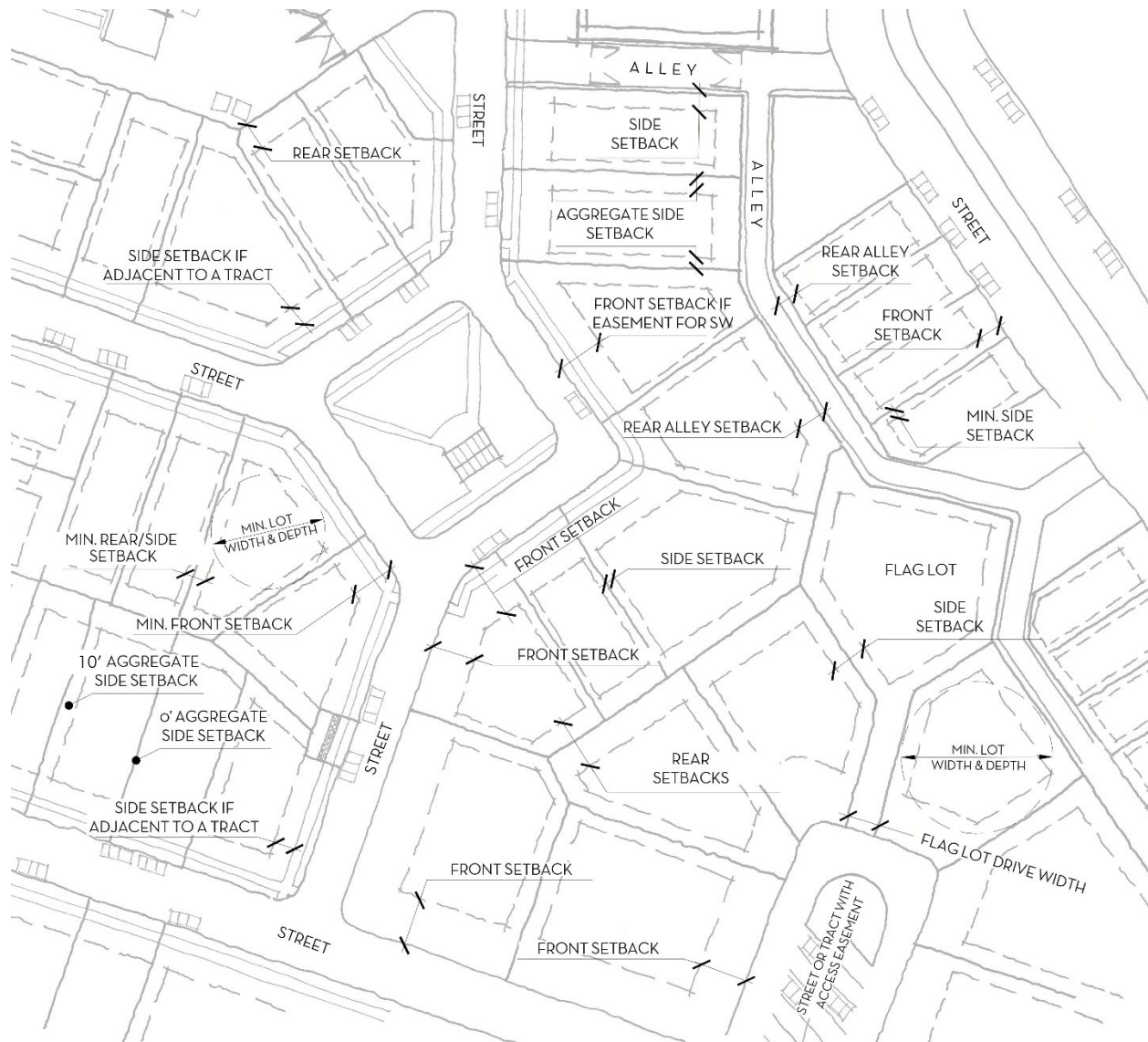
A flag lot drive width shall be no less than twenty (20) feet. When two (2) or more flag lots share a drive the flag drive width is permitted to be a minimum of ten (10) feet per lot (combined are twenty (20) feet wide). A shared access easement is required when two (2) flag lots share a flag drive. The length of a flag drive is not restricted. Notwithstanding the foregoing, flag drive dimensions are subject to fire Department approval.

EXHIBIT 4.2 - LOT CONFIGURATION DIAGRAM A



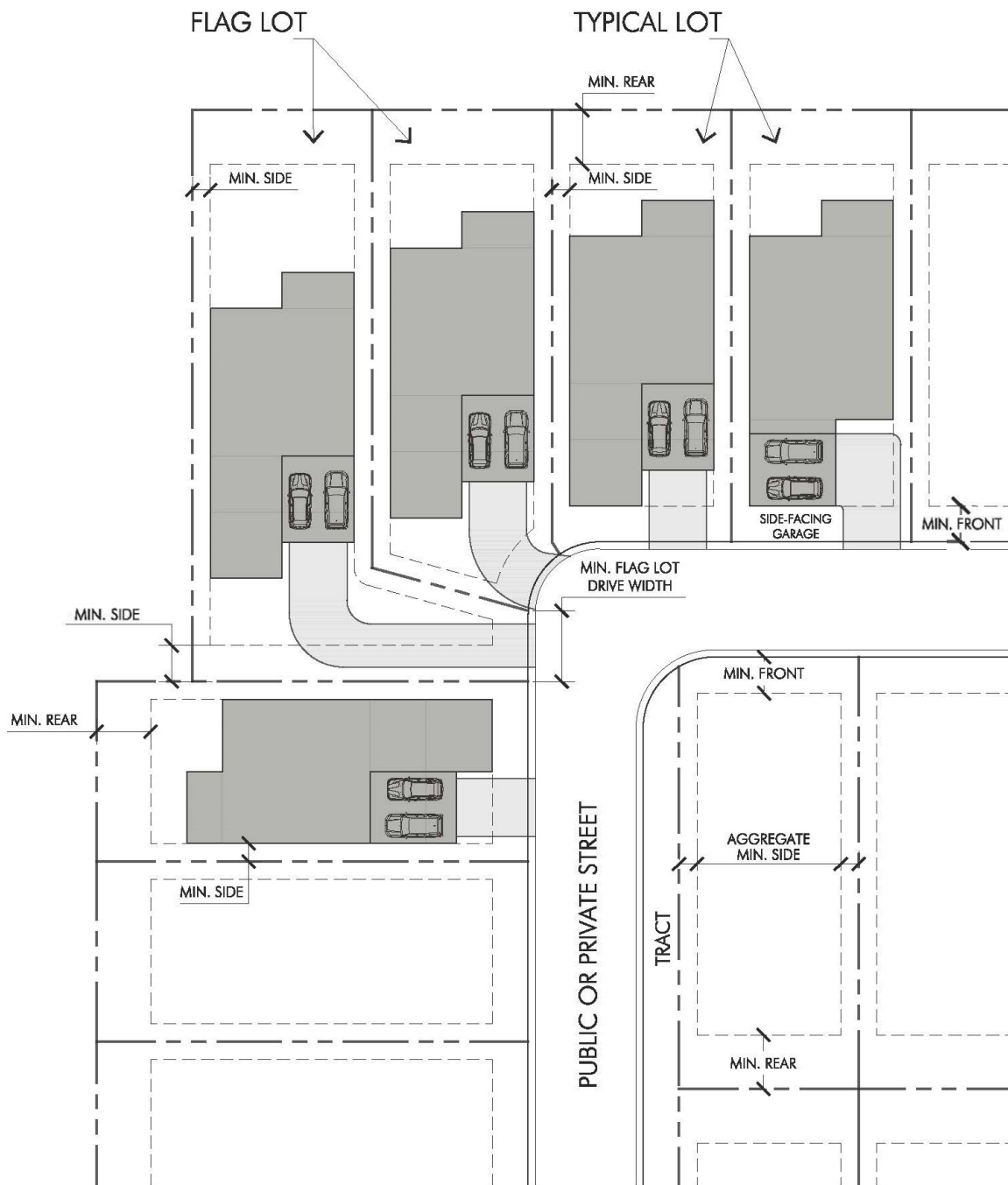
Note: Lot lines are not required to be perpendicular or radial to a street.

**EXHIBIT 4.2 - LOT CONFIGURATION
DIAGRAM B**



Note: Lot lines are not required to be perpendicular or radial to a street.

**EXHIBIT 4.2 - LOT CONFIGURATION
DIAGRAM C**



Note: Lot lines are not required to be perpendicular or radial to a street.

4.11. STORAGE AREAS

If dwellings do not include the provision of an enclosed garage, then enclosed storage, attached or detached, shall be provided as required by the applicable underlying zoning. Storage Areas are not required for multi-family dwellings, factory-built dwellings, village dwellings, or single-family dwellings less than 1,300 livable square feet.

4.12. PUBLIC UTILITIES

1. Easement(s) for public utilities are required where utilities are provided. The width of a public utility easement(s) may be reduced where meters, pedestals, valves, and other similar fixtures are not planned, necessary, or installed.
2. New electrical service line installations shall be placed underground.
3. Existing overhead utility lines may remain as overhead utility lines.
4. New electrical service lines may be located overhead when utilizing existing overhead facilities and when existing overhead utility alignments are modified.

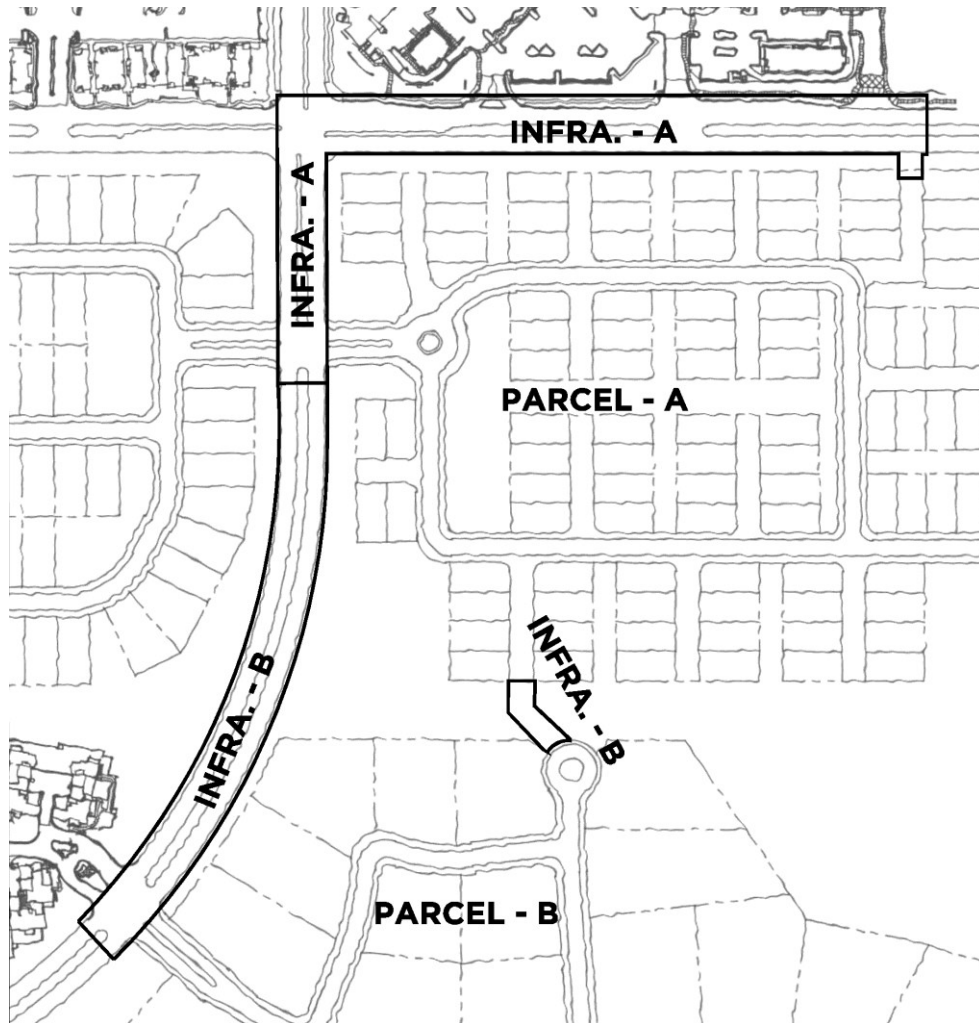
4.13. PHASING

The Property will be developed in multiple phases influenced by construction logistics and as market conditions warrant. Improvement plans for each phase will be submitted to the Town to ensure proper and orderly development. The infrastructure, public facilities, and community amenities will be built in phases, and in many cases, will be constructed concurrently with the parcels being served. Infrastructure improvements will be designed and sized to accommodate planned improvements with each phase of development and may be expanded with the initial installation, or in the future, to accommodate additional development. The sizing of infrastructure shall be designed to provide adequate service. Unnecessary oversizing of infrastructure should be avoided.

Ultimate improvements will be based on final development plans approved by the Town. Interim roadway sections or temporary improvements that meet the needs of the parcel may be provided with the development of the parcel. Ultimate or permanent improvements may be provided by future parcels when demand warrants the improvements. Infrastructure improvements not needed to directly support the

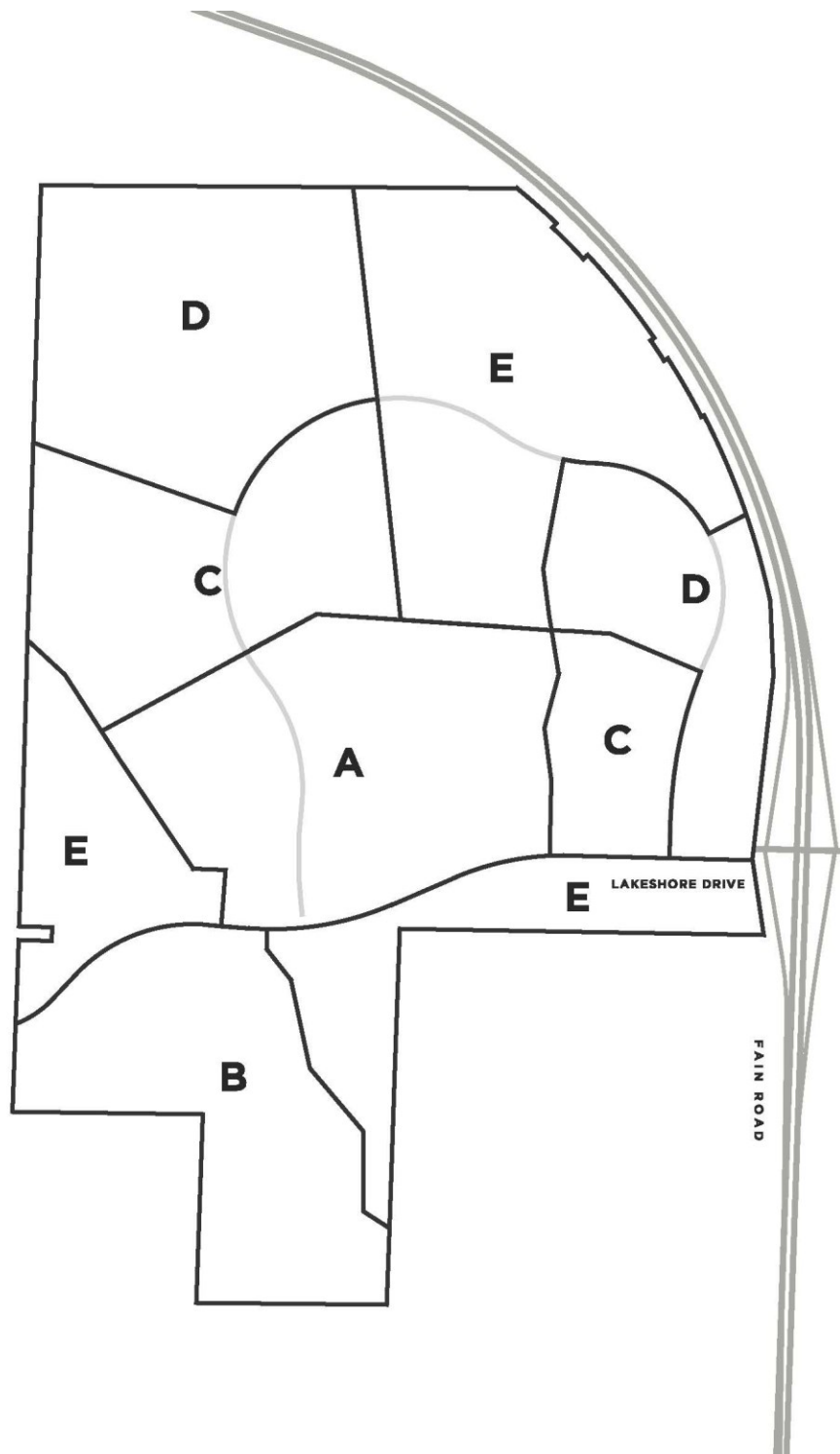
development of a parcel are not required. Phases of development may run independently from one another. Actual phasing will be determined with a final development plan. *Exhibit 4.3 - Improvement Phasing* depicts the infrastructure required to serve each parcel (beyond the boundary of the parcel) to be installed with or before the parcel improvements. *Exhibit 4.4 – Conceptual Phasing* depicts a conceptual phasing plan for the Property.

EXHIBIT 4.3 – IMPROVEMENT PHASING



Parcel A will need to complete a portion of the adjacent infrastructure required to serve Parcel A (Infra A). This may be limited to half street improvements when more than two (2) lanes are required in the ultimate condition. For portions of the infrastructure adjacent to Parcel A, but not required to serve Parcel A (Infra B), easements, rights-of-way, or land reservations must be made such that the land is available to Parcel B for future development. Parcel B must develop all infrastructure needed to serve Parcel B (Infra B). If Infra A has not yet been developed and is required to support Parcel B, it must be developed with Parcel B.

EXHIBIT 4.4 – CONCEPTUAL PHASING



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5. DESIGN GUIDELINES

These design guidelines are intended to result in a community that will endure and evolve over time as an asset within the Town. All buildings and uses of land should demonstrate substantial conformance with the Design Guidelines as deemed appropriate for the use and location. These guidelines apply to development within the Property and supersede design guidelines that may be implemented by the Town in the future.

5.1. PURPOSE

The Design Guidelines are intended to establish a quality framework for design parameters, establish generalized parameters and baseline conditions for site planning and building design, and provide flexibility for developments that require identity while not compromising quality and the intent of the Design Guidelines.

5.2. CHARACTER THEMES

A character theme area, or district, within the community may be created. Each district may have a unique role and character for the community. As more detailed planning occurs, the character and design theme may be further articulated and expanded. A district does not need to have finite boundaries but may rather be an area that influences the design of the buildings and landscape within a district. An individual site may be influenced by multiple character themes and may choose to represent one of them or provide a natural design transition between them.

For example, residential neighborhoods may take on a variety of characters. This may include an organic character where roads wind through the landscape, passing by a pocket park, and where homes incorporate deeper earth tones and are nestled within native character planting. Conversely, homes within a core area, concentrated around a neighborhood or a community amenity, may be located closer together. In this district, home designs may be more contemporary, complementing, and embrace lighter color tones. Landscape may transition from a native grassland character around the outside

edges and along natural drainage courses to more formal planting patterns within the neighborhood.

5.3. COMMUNITY QUALITY AND CHARACTER

1. Social gatherings should be encouraged with the creation of attractive, unique, and aesthetically pleasing gathering spaces.
2. Community accents at intersections, neighborhood gathering locations, or in neighborhood parks such as statues, animal feeders, or baths, artistic variations on street furniture elements, water features, or place markers are encouraged.
3. Street widths should relate to the pedestrian experience and be sized to slow vehicular traffic while providing adequate space for vehicular maneuvers.
4. Landscaping should complement the setting and architecture within which it is located and should be used to visually break up large expanses of blank walls, shade pedestrians, and mitigate the appearance of large parking areas.
5. Walls exposed to public view should consider incorporating colors, materials, textures, or design elements that complement the building or landscape.
6. Walls adjacent to a path or trail should include elements of articulation or enhanced detailing (e.g., offset runs, openings, landscape screening, variation in height or material, columns, gates, caps, decorative material patterns, etc.).
7. Buildings and site planning should consider the character of the surrounding development and allow for the evolving context over time.
8. Buildings should consider massing, balance, rhythm, relief, and appropriate detailing to provide interest and variety.
9. Grading should appear natural or related to building forms.
10. Refuse collection areas that generate noise and odors should be located to minimize disturbance to existing or future adjacent occupants.
11. Refuse pads, location plaques or other techniques should be used to indicate refuse container placement for collection when service is restricted or requires a unique placement for pick-up.

5.4. NEIGHBORHOOD DESIGN

The street patterning will influence the character of individual neighborhoods and the relationships of buildings, walls, and landscape to streets, paths, and trails. The community will embrace and celebrate a native character setting with paths and trails interconnecting neighborhoods and amenities. This concept lends itself to two patterns of development, formal and informal. Informal typically includes cul-de-sac streets breaking vehicular through routes while maintaining pedestrian routes that lead to pocket parks tucked into the landscape. Conversely, a formal neighborhood pattern typically is arranged around a central park surrounded by through roads. The images below illustrate concepts envisioned in the community.



Informal neighborhood pattern example



Formal neighborhood pattern example

5.5. ARCHITECTURAL CHARACTER

The architectural character of homes and buildings in the community is expected to change over time. The images below depict concepts envisioned in the initial phases of the development of the community.



Note: Images are intended to be representative of possible architectural character and are not intended to express specific design, details, colors, or materials.



Note: Images are intended to be representative of possible architectural character and are not intended to express specific design, details, colors, or materials.

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6. OPEN SPACE AND PARKS

The open space systems within the Property are essential community elements providing important gathering spots for both active and passive recreational uses for residents. The open space system is characterized by three (3) types of open spaces that are anticipated as being both public and private for the residents of the community. These are:

- open space corridors, often in the form of a wildlife corridor, landscape buffer, linear park, or greenway following a drainage corridor, roadway, utility corridor, or neighboring properties,
- neighborhood parks and open space areas, generally between one-quarter ($1/4$) to one and three-quarter ($1\frac{3}{4}$) acre in size, dispersed throughout the community providing a local gathering node and/or landscape area, and
- a recreation core, a centrally located amenity, that may include a community center, trailhead and parking, and/or community-oriented services.



6.1. OPEN SPACE CORRIDORS

Open space corridors are generally linear in form. An open space corridor may be provided in a variety of forms that among others, may include a wildlife corridor, a perimeter buffer, a drainageway, a utility line corridor, landscape alongside a roadway, landscape within a right-of-way, or a building envelope/easement that defines an area for enhanced improvements.

6.2. PERIMETER BUFFER

A Perimeter Buffer is an open space corridor along the boundary of the Property as generally depicted in *Exhibit 6.1A – Perimeter Buffer*. Perimeter Buffer open space shall be a minimum of 100 feet wide and shall be provided at the time land abutting Perimeter Buffer, or a portion thereof, is developed. Grading, drainage, utilities, access, passive recreation, trailhead parking, and similar improvements are permitted within a Perimeter Buffer as generally depicted in *Exhibit 6.1B - Perimeter Buffer Illustrated Diagram*. Active recreational improvements, including but not limited to ballfields, ballfield lighting, and activities with similar noise and lighting are not permitted within a Perimeter Buffer. Any development within a Perimeter Buffer shall be limited to a height not to exceed thirty (30) feet. A Perimeter Buffer may be part of a lot when the lot is at least one-half (1/2) acre or larger. In such case, no building shall be located within a Perimeter Buffer. The landscape within a Perimeter Buffer should be native in character.

**EXHIBIT 6.1A –
PERIMETER BUFFER**



EXHIBIT 6.1B - PERIMETER BUFFER ILLUSTRATED DIAGRAM



Note: This conceptual illustration is intended to be representative of a character and is not intended to express specific designs, details, colors, or materials.

6.3. WILDLIFE AND DRAINAGE CORRIDOR OPEN SPACE

Three significant drainage corridors, the Agua Fria River, Coyote Wash, and the Navajo Drive Wash cross through the Property. These drainage corridors will be preserved within the Property. The Aqua Fria River is also a corridor for wildlife. Approximately fifty (50) acres of wildlife corridor must be provided as open space. *Exhibit 6.2 – Wildlife Corridor* depicts the conceptual location of the wildlife corridor.

Wildlife and drainage corridor open space shall be provided at the time land abutting a wildlife and/or drainage corridor, or a portion thereof, is developed. The width of a corridor may vary. The width of a wildlife corridor should not be less than 150 feet. Stormwater flows in these corridors pass under Lakeshore Drive through a series of box culverts. Grading, drainage, utilities, passive recreation, including, but not limited to paths and trails, and similar improvements are permitted within these corridors.

EXHIBIT 6.2 – WILDLIFE CORRIDOR



Note: Wildlife corridor shown is conceptual. Actual location and alignment may vary and will be determined with a final development plan.

6.4. NEIGHBORHOOD PARKS AND OTHER OPEN SPACE AREAS

Neighborhood parks and open space areas, generally between one-quarter ($\frac{1}{4}$) to one and three-quarter ($1\frac{3}{4}$) acre in size, will be dispersed throughout the community providing a local gathering node and/or landscape area. The location, shape, and size of a neighborhood park or open space area is determined with a site-specific development plan. These areas may be formal or informal and should relate to the neighborhood type and setting. As neighborhood social gathering spaces, neighborhood parks may include turf. The area of turf should be sized to accommodate play. Small areas of turf for ornamental purposes should be avoided. *Exhibit 6.3 - Neighborhoods Parks Diagram A, B, C, and D* illustrate neighborhood park concepts and landscape character permitted. See also *Section 7 – Landscaping and Screening* for planting requirements.



EXHIBIT 6.3 – NEIGHBORHOOD PARKS
DIAGRAM A | FORMAL PARK



Note: Illustrations are intended to be representative of potential park character and are not intended to express specific design, details, colors, or materials.

EXHIBIT 6.3 – NEIGHBORHOOD PARKS
DIAGRAM B | EXPANDED CUL-DE-SAC PARK



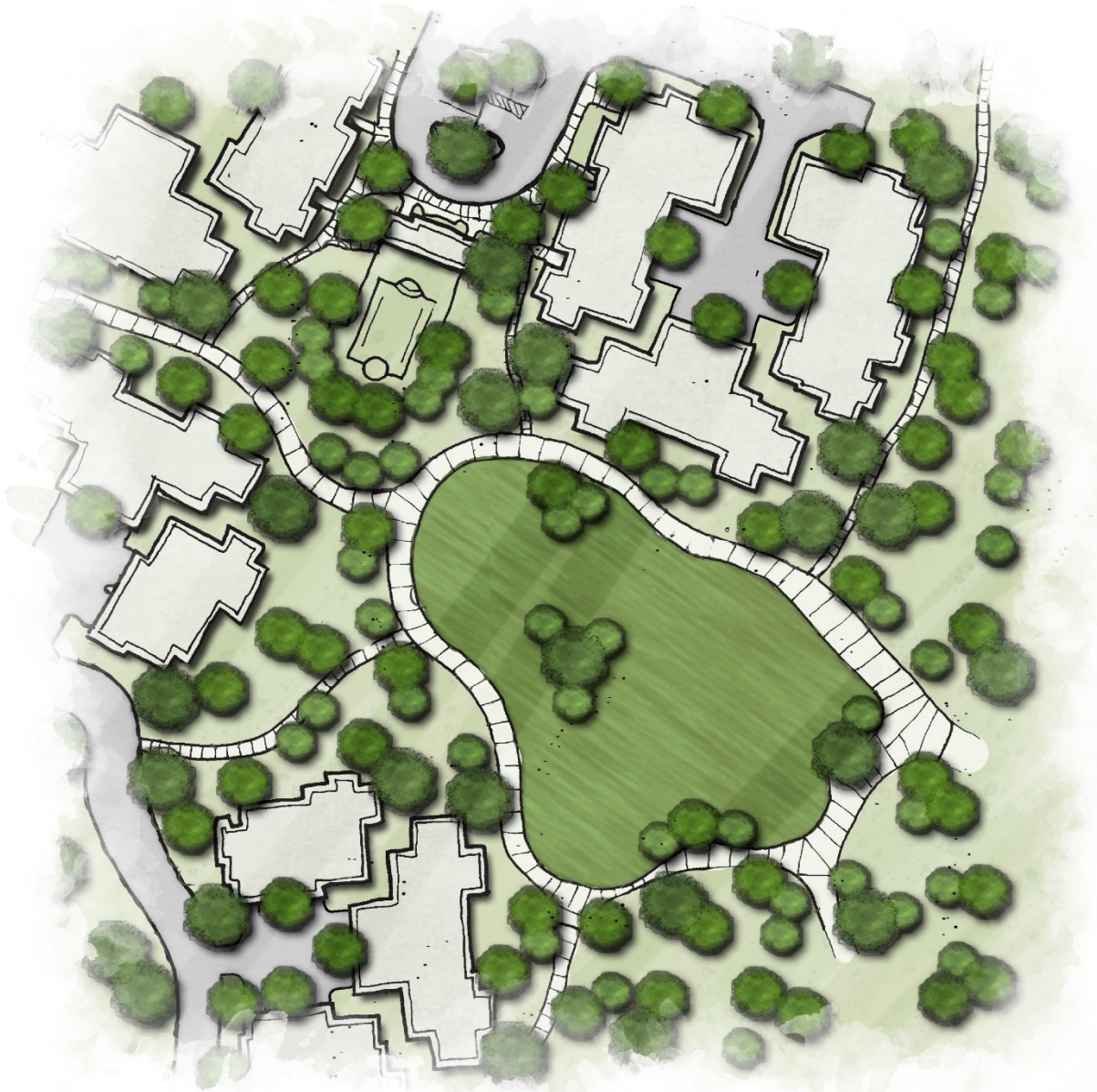
Note: Illustrations are intended to be representative of potential park character and are not intended to express specific design, details, colors, or materials.

**EXHIBIT 6.3 – NEIGHBORHOOD PARKS
DIAGRAM C | CORRIDOR PARK**



Note: Illustrations are intended to be representative of potential park character and are not intended to express specific designs, details, colors, or materials.

**EXHIBIT 6.3 – NEIGHBORHOOD PARKS
DIAGRAM D | INFORMAL PARK**



Note: Illustrations are intended to be representative of potential park character and are not intended to express specific designs, details, colors, or materials.

6.5. RECREATION CORE

A recreation core is envisioned north of Lakeshore Drive and east of the Aqua Fria River, along Road A, providing a social hub for the community; a place to gather for community events, movies on the lawn, to play sports, or simply a place other than home go hang out with friends. A core may include multi-purpose facilities providing opportunities for recreational, social, and educational spaces including a community living room, an event hall, an event lawn, pools, firepits, patio seating, playground equipment, dog park, pickleball, tennis, basketball, volleyball, and other similar community amenities. *Exhibit 6.4 - Conceptual Community Center* illustrates a conceptual idea for a recreation core.



EXHIBIT 6.4 – CONCEPTUAL COMMUNITY CENTER



Note: Illustrations are intended to be representative of potential community center character and are not intended to express specific designs, details, colors, or materials.

6.6. PATHS AND TRAILS

A system of community paths (paved/concrete surfaces) and trails (unpaved surfaces) will provide connectivity to major amenities. The system includes street-oriented and open space-oriented routes. Street-oriented routes are associated with collector and arterial street alignments (Lakeshore Drive and Road A). Open space-oriented routes are typically associated with a drainage corridor, utility corridor, or weave in and around neighborhoods and community amenities. Community paths or trails may meander in width and alignment to complement the landscape character and must be located within a ROW, tract, or easement. *Exhibit 6.5 – Community Path and Trail System* depicts street-oriented and open space-oriented community path and trail conceptual alignments.

A secondary network of paths and trails is required to provide connectivity from neighborhoods and amenities to the community system as conceptually depicted in *Exhibit 6.6 – Typical Pedestrian and Bicycle Routes*. These paths and trails may be attached at back of curb, detached from back of curb, or incorporated with architecture (e.g., a colonnade), and in some cases it may be appropriate and desirable to have no path or trail. In native character areas, a trail may be more appropriate than a path. A neighborhood system may rely on another neighborhood system, or a series of neighborhood systems to ultimately connect with the community and regional system.

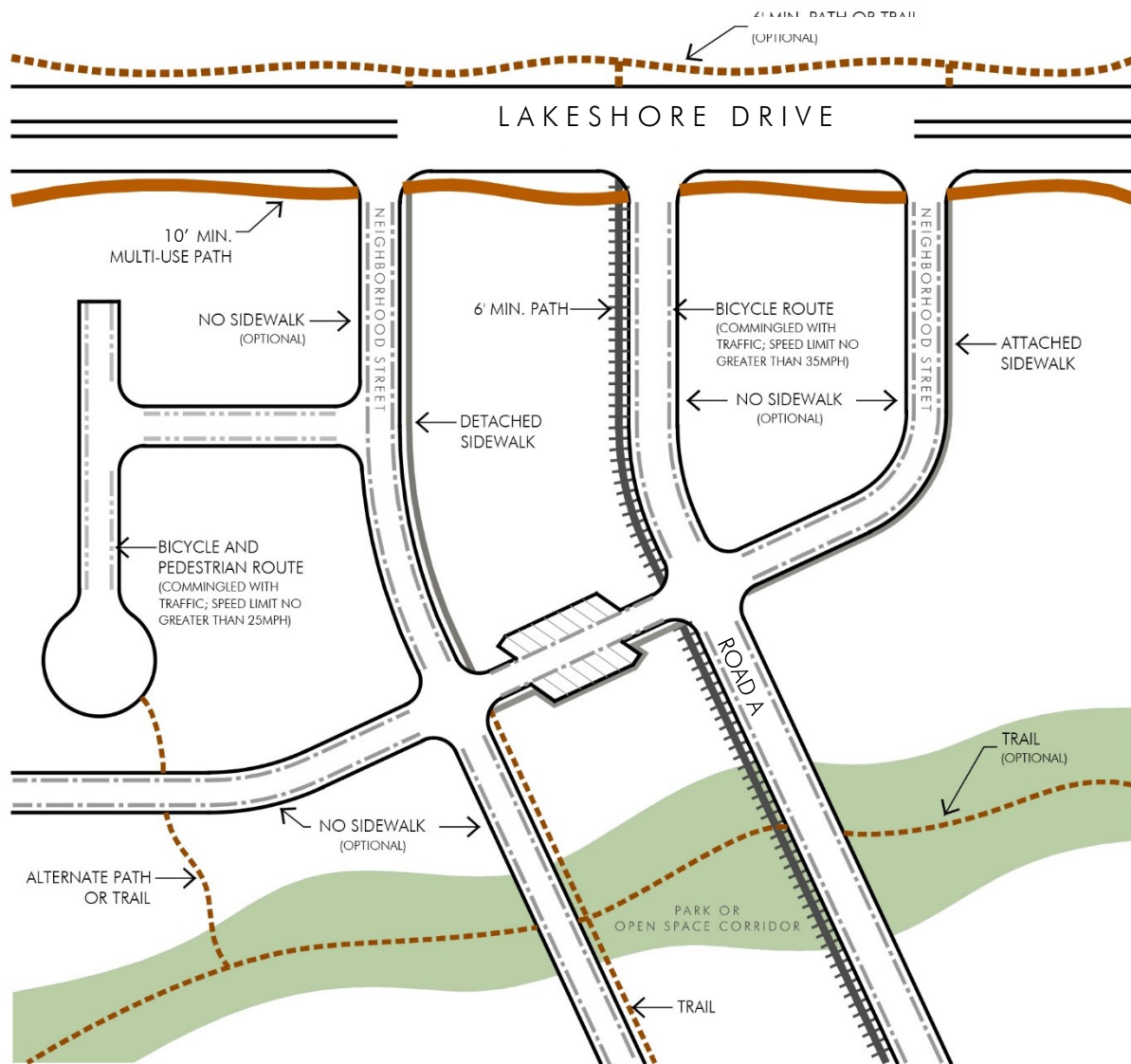


EXHIBIT 6.5 – COMMUNITY PATH AND TRAIL SYSTEM



Note: Street-oriented and open space-oriented path and trail alignments shown are conceptual. Actual locations, alignments, materials, and designs may vary and will be determined with a final development plan.

EXHIBIT 6.6 – TYPICAL PEDESTRIAN AND BICYCLE ROUTES



A. STREET-ORIENTED ROUTES

Street-oriented routes will be provided along Lakeshore Drive and Road A. A street-oriented route is required along a neighborhood through street when access to an alternate path or trail is not provided (e.g., a rear yard path or trail). A street-oriented path or trail is not required along a neighborhood cul-de-sac street, within a shared auto-court, or within a development enclave where vehicular traffic is limited primarily to those who live in the enclave.

1. Lakeshore Drive is required to have a minimum ten (10) foot wide multi-use path along the south side of the road and a minimum six (6) foot wide path or trail along the north side of the road. A minimum eight (8) foot wide path is required along Lakeshore Drive within a commercial district.
2. A Neighborhood Collector Street is required to have a minimum six (6) foot wide path along one (1) side of the road.
3. When required, a path along a neighborhood street shall be a minimum of five (5) feet in width along at least one (1) side of the street.
4. A path or trail is not required along an alley or service lane.

B. OPEN SPACE-ORIENTED ROUTES

An open space-oriented regional trail shall generally be a minimum of six (6) feet wide and may narrow in response to site conditions. The trail may meander in width and alignment to complement the character of the landscape. An open space-oriented community trail shall generally be a minimum of four (4) feet wide and may narrow in response to site conditions. An earth trail is permitted in native character landscape areas. A trail in a parking lot area should be composed of decomposed granite or other similar material.

7. LANDSCAPING

The purpose of requiring landscaping is to provide provisions to guide the placement and design of landscaping features for the Property. These standards are intended to provide minimum standards that complement the natural environment, the built environment, and integrate open space and landscaped areas into the community.

7.1. LANDSCAPING DEFINED

1. The combination of living plants, trees, shrubs, vines, and groundcovers used to create an attractive appearance;
2. Inorganic ground covers, such as river rock, pavers, walkways, and decorative stone, used in combination with plants, trees, shrubs, and ground covers to create an attractive appearance; and/or
3. Plazas, patios, courtyards, and other areas reserved for pedestrian use, water features, and/or public art.

7.2. LANDSCAPING REQUIREMENTS

1. Installation of automatic irrigation systems of sufficient size and type as necessary to support and maintain all living landscaping materials, except when alternative irrigation methods, natural or otherwise, are considered satisfactory.
2. Automatic irrigation systems are not required for undisturbed areas of native grasses and vegetation or disturbed areas landscaped with native plant material, hydroseed, and/or vegetation intended to emulate a native landscape character; temporary irrigation may be required to establish landscaping in native character areas.
3. Alternative designs modifying the landscaping standards in a manner that helps to achieve the vision for the community may be approved by the Community Development Director during the site plan and subdivision plat review process.
4. All landscape areas abutting a public roadway shall meet the applicable jurisdictional requirements for sight distance and sight visibility.

5. Areas that remain undisturbed by community development do not require additional landscaping and are excluded from required planting calculations.
6. See Appendix - Plant Palette for acceptable planting materials.

7.3. LANDSCAPING STANDARDS

The character of a place is often defined by the streetscape and landscape. While the layout of streets and structures delineate a space, it is the landscape that creates an impact on the quality of the human experience. The landscape character in a streetscape zone should relate to the surrounding context. In certain instances, the landscape may be formerly arranged, include more colorful plant material, and be arranged in relation to architectural forms while in other areas the landscape character may be influenced by the native landscape character of the site and region appearing more natural in plant palette and planting arrangement. Pockets of accents in formalized or non-native elements may add interest. Native character trees, high-desert grasses, hydro-seed, and native earth are appropriate, encouraged, and should be used instead of decomposed granite or mulch when possible.

A. STREET LANDSCAPE AREA

1. There shall be at least a ten (10) foot wide landscaped area along each street (the "Street Landscape Area"). The Street Landscape Area may be reduced to match the applicable Density Regulations and Development Standards setbacks. The Street Landscape Area may be required to be greater to match the applicable street section. Street Landscape Area along a street is measured from back of curb or edge of pavement when no curb exists.
 - a. Street Landscape Area along Lakeshore Drive, Road A, and Badger Road must be native in character. The character of the landscape may transition to an enhanced native character to signal an arrival to a focal location, a community entry, or a commercial entry.
 - b. Street Landscape Area may be interrupted by, but not limited to, driveways, intersections, crossings, and drainage ditches. These areas are exempt from Landscape Area planting requirements.
2. Circulation systems including, but not limited to, pathways and trails, paved or unpaved, are permitted in the Street Landscape Area. These areas are exempt from Street Landscape Area planting requirements.

3. Stormwater systems including, but not limited to, micro-swales, detention/retention basins, and/or drainage swales/ditches may be located within the Street Landscape Area. Areas required to achieve stormwater storage volumes are exempt from tree and shrub requirements, however sufficient ground cover materials are required to mitigate erosion and dust.
4. Example concepts of the landscape character in a Street Landscape Area are illustrated in ***Exhibit 7.1 – Streetscape Character***. The examples are intended to be representative of potential character and are not intended to express all specific designs, details, colors, or materials.

EXHIBIT 7.1 – STREETScape CHARACTER



B. STREET LANDSCAPE AREA REQUIREMENTS

1. At least one (1) tree of minimum 15-gallon size for every fifty (50) lineal feet of all abutting street frontage where a home is present, and
 - a. Clustering of trees and shrubs within the Street Landscape Area is encouraged to create an attractive appearance and to allow portions of the built environment to be visible, however, the distance between trees should not exceed fifty (50) feet. Trees located adjacent to the Landscape Area that visually integrate with the Landscape Area qualify as a required tree.
 - b. Trees are not required when a building is located ten (10) feet or less from the back of curb or edge of asphalt when a curb is not present.
 - c. In an effort to preserve the native landscape character of the land and lower water consumption, tree spacing may exceed fifty (50) feet, to achieve a look and density similar to the surrounding ranch lands in areas where homes are not fronting a street. Tree spacing of 200 feet or greater is acceptable, when trees are clustered and relate to the native landscape context of the setting.
2. At least one (1) 5-gallon shrub and four (4) one-gallon shrubs for every 100 square feet of total required landscape area, and
 - a. Five (5) one-gallon shrubs may be substituted for a single 5-gallon shrub for up to one-third of the number of 5-gallon shrubs required herein.
 - b. The maximum distance between shrubs may exceed ten (10) feet to achieve a native landscape character.
 - c. Shrubs are not required when hardscape is provided between the road and a building that is located ten (10) feet or less from the back of curb or edge of asphalt when a curb is not present.
3. Sufficient inorganic or organic ground cover materials (in addition to shrub requirements) to mitigate erosion and dust.
 - a. Undisturbed native grasses or re-seeded native grasses qualify as ground cover material.
 - b. In native landscape character areas native grasses or re-seeded native grasses satisfy shrub and tree requirements.

4. Walls within the Street Landscape Area shall comply with *Section 9 – Walls and Screening*.
5. Disturbed areas in all districts (except single-family residential districts and approved storage or yard areas) beyond the Street Landscape Area that are not improved shall be maintained free of weeds or have sufficient ground cover materials to mitigate erosion and dust.

C. COMMERCIAL DISTRICT LANDSCAPING REQUIREMENTS

The disturbed area between the Street Landscape Area and the building frontage or parking lot shall include:

1. At least one (1) tree per 2,500 square feet of area, excluding hardscape areas, and
2. At least one (1) 5-gallon shrub per 100 square feet, excluding hardscape areas, and
 - a. Three (3) one-gallon shrubs may be substituted for a 5-gallon shrub for up to one-half of the 5-gallon shrub requirement.
3. Sufficient inorganic or organic ground cover materials (in addition to shrub requirements) to mitigate erosion and dust.
 - a. Undisturbed native grasses or re-seeded native grasses shall qualify as ground cover material.
 - b. In native landscape character areas native grasses or re-seeded native grasses satisfy shrub and tree requirements.

D. MULTI-FAMILY USES AND VILLAGE DWELLINGS LANDSCAPING REQUIREMENTS

The following landscaping is required in common areas of multiple-family and Village Dwellings developments:

1. At least one (1) 15-gallon tree per 2,500 square feet of common area, excluding hardscape areas, and
2. At least two (2) 5-gallon shrubs per 100 square feet of common area, excluding hardscape areas, and,
3. Sufficient inorganic or organic ground cover materials (in addition to shrub requirements) to mitigate erosion and dust.

- a. Undisturbed native grasses or re-seeded native grasses shall qualify as ground cover material.
 - b. In native landscape character areas native grasses or re-seeded native grasses satisfy shrub and tree requirements.
4. Village Dwelling designed in a manner similar to a single-family neighborhood shall adhere to single-family neighborhood landscaping standards.

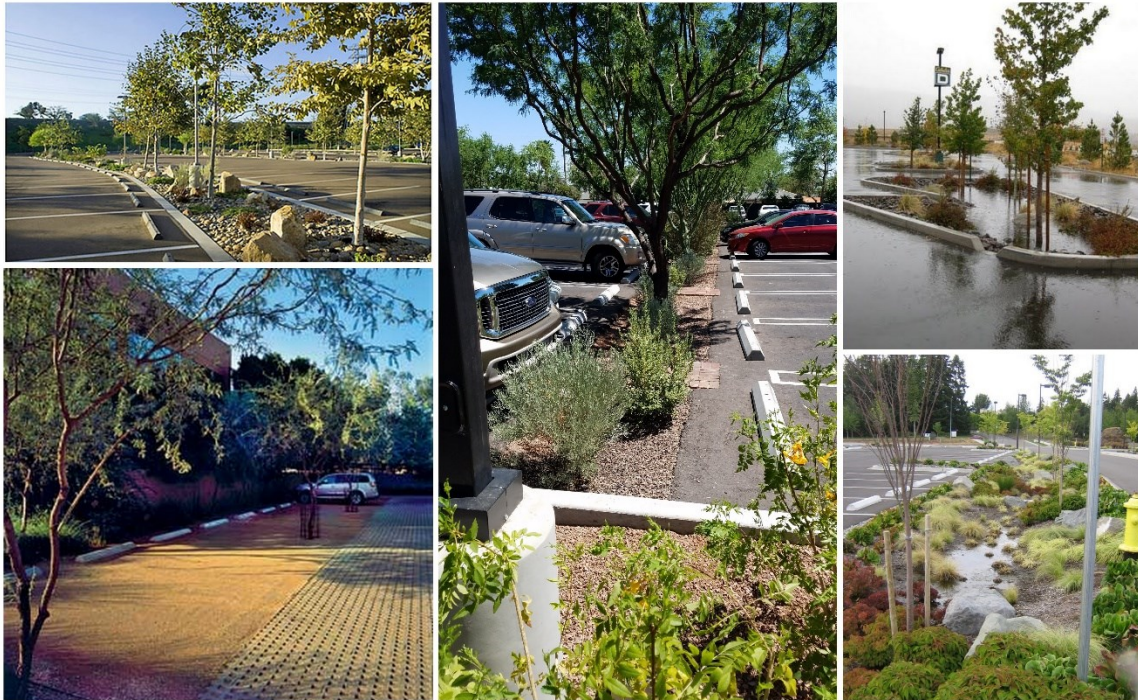
E. OFF-STREET SURFACE PARKING LANDSCAPING REQUIREMENTS

The landscaping requirements for off-street surface parking areas apply to off-street automotive vehicle parking lots containing twenty (20) or more parking spaces. They do not apply to vehicle/equipment storage lots, storage unit drive aisles, structured parking areas, or covered parking areas.

1. Landscape Islands

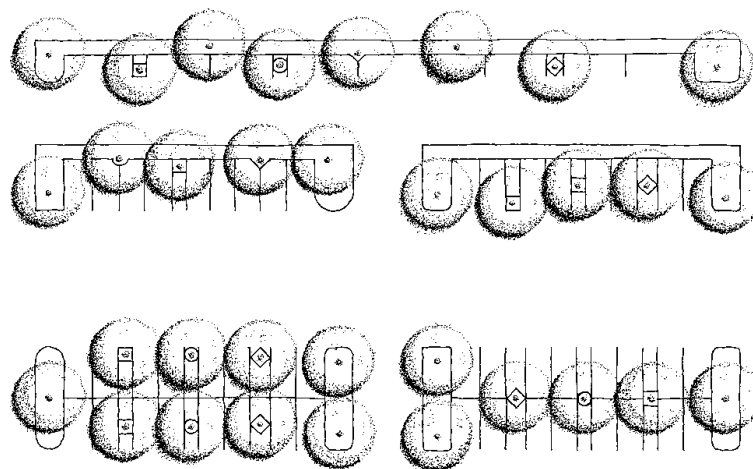
- a. A landscape island, median, planting area, or tree grate shall be installed at the end of each internal row of parking and within rows of parking stalls so that there are no more than eleven (11) contiguous parking spaces in a row. Parking lots with over 100 parking spaces may include no more than fifteen (15) contiguous parking spaces in a row. *Exhibit 7.2 – Parking Lot Landscape Character* illustrates permitted parking area concepts.
- b. Required landscape islands, medians, planting areas, or tree grates shall be a minimum of four (4) feet in diameter, as measured by a circle inscribed with the landscape area. The minimum landscape area shall be exclusive of curb or hardscape. Landscape areas may include hardscape elements so long as the minimum landscape area is met exclusive of these elements. *Exhibit 7.3 – Off-Street Tree and Landscape Placement* depicts permitted methods of tree placement within off-street surface parking areas.

EXHIBIT 7.2 - PARKING LOT LANDSCAPE CHARACTER



Note: photos are intended to be representative of the types of interior parking lot landscape permitted, and are not intended to express specific design details, colors, or materials.

EXHIBIT 7.3 - OFF-STREET TREE AND LANDSCAPE PLACEMENT



Note: Tree density, planter size, tree size, and parking lot landscape areas are shown for reference only and do not reflect required or intended planting densities.

2. Parking Lot Planting Requirements

- a. A minimum of one (1) 15-gallon tree is required per 2,300 square feet of parking lot area, and
- b. A minimum of two (2) 5-gallon shrubs (which shall be kept trimmed so as to not exceed thirty-six (36) inches in height) are required per 100 square feet of landscape area, and
- c. Sufficient inorganic or organic ground cover materials (in addition to shrub requirements) to mitigate erosion and dust.
 - (i) Undisturbed native grasses or re-seeded native grasses shall qualify as ground cover material.
 - (ii) In native landscape character areas native grasses or re-seeded native grasses satisfy shrub and tree requirements.
 - (iii) A landscaping area may substitute for a parking island where parking spaces abut it.
- d. Vehicle Overhang Landscaping
 - (i) Where the front end of parking spaces abut a landscaped area, wheel stops or concrete curbs may be required to limit vehicle overhang of the landscaped area to no more than thirty (30) inches when adjacent to a pedestrian area.
 - (ii) Ground cover shall be installed within the overhang area when the overhang area is not paved or hardscaped.

3. Visibility within off-street parking

- a. Trees in parking areas near driveways shall be pruned, when necessary, to allow visibility to intersecting travel lanes.
- b. Wide-base, spreading evergreens are prohibited where they may interfere with traffic visibility.

F. BUFFERING OF OFF-STREET PARKING AREAS

1. Off-street parking areas with more than twenty (20) parking spaces shall be buffered from public street view by at least one of the following:

- a. A Landscape Wall utilizing materials and finishes complementary to the architecture or landscape context of the site.
 - (i) Where screening is provided by a solid wall, the wall may be located three (3) feet into a Landscape Area, measured to the centerline of the wall, to allow for vehicle overhangs and door swing area.
 - b. Dense landscaping of such size and quantity to obscure views of off-street parking areas.
 - (i) The minimum height of dense landscaping plant material shall be at least eighteen (18) inches in height within two (2) years after planting.
 - (ii) The species shall be selected from those specified in Appendix # - Plant Palette.
 - c. Earthen berms with a maximum slope of 2:1, entirely covered with plant material, including ground covers and shrubs.
2. Required off-street parking lot buffering shall be of a minimum height of three (3) feet above the finished grade of the parking area or roadway, whichever is higher.

G. RIGHT-OF-WAY LANDSCAPING REQUIREMENTS

The area between a property line and the back of curb or shoulder of a roadway shall be landscaped continuously, except that such landscaped area may be interrupted by, but not limited to, driveways, intersections, crossings, and drainage ditches. Circulation systems including, but not limited to, pathways and trails, paved or unpaved, are permitted in the right-of-way landscape area. Drainage ditches shall be kept free of weeds, litter, and other debris. Structures within a right-of-way are subject to approval by the Public Works Director.

1. Landscape Material

- a. Ground cover, of organic or inorganic materials, or in combination as specified in Section 7.3.H. Grasses, Groundcovers, and Inorganic Materials, in sufficient quantity to completely control erosion and dust within the area.
 - (i) Undisturbed native vegetation including, but not limited to, grasses, shrubs, and trees may fulfill these off-site landscaping requirements; but
 - (ii) Trees, large shrubs, and hedges are not permitted, except in areas where maximum street construction widths are established by the Town Engineer,

or as deemed appropriate for the temporary storage, maintenance, and preservation of transplanted and relocated trees and shrubs.

H. GRASSES, GROUNDCOVERS, AND INORGANIC MATERIALS

Any combination of grasses, ground covers, and inorganic materials, including desert cobble, may be used for required landscaping at the developer's discretion. In urban plazas, a dressing of gravel, decomposed granite, or mulch is encouraged to hold moisture, slow runoff, and restrain weed growth in planted areas. Such dressing material shall be selected and sized to withstand potential removal by wind and stormwater flows. Native seed mixes and native plants may be used to provide visual openness and low maintenance areas. Wildflower seed and seasonal flowering are encouraged. Areas of community engagement and activity intend to use turf as a public/civic amenity. The use of turf within common areas including parks, open spaces, civic spaces, commercial spaces, and hospitality spaces must be functional.

I. EXEMPTIONS

1. Street frontage building design (e.g., "Main Street"), or other innovative designs, may modify the Street Landscape Area and other landscaping requirements when such landscaping is approved in conjunction with a final development plan.
2. Approved screened-in storage areas in commercial and multi-family districts and areas inside approved fenced yards are exempt from planting requirements; however, such districts shall comply with applicable dust control requirements.
3. Areas approved for future development are exempt from the landscaping requirements of this section but shall comply with the groundcover requirements to control erosion and dust.
4. Park areas and other areas incorporating innovative designs are exempt from Street Landscape Area and other landscaping requirements when such landscaping is approved in conjunction with a final development plan.

7.4. NUISANCE AND HAZARDS PROVISIONS

Refer to the Town Code.

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8. GRADING AND DRAINAGE

8.1. GRADING STANDARDS

1. Grading, in terms of cut or fill, is subject to soil stability analysis and scarring mitigation. The length of a cut or fill slope shall not be restricted but it is encouraged to have a naturalistic appearance when not hidden by other improvements.
2. Cut and fill slopes must return to natural grade along the boundary of the Property but may extend beyond the limits of the Property with the permission of the impacted owner(s).
3. Cut and fill slopes may extend beyond the limits of a parcel within the Property with the permission of the impacted owner(s).
4. The top of cut slopes shall be located a minimum of five (5) feet inside the boundary of the Property and may be located less than five (5) feet inside the boundary or exceed a boundary with the permission of the impacted owner(s). The location of the top of a cut slope, other than around the boundary of the Property, is subject to a soil stability analysis.
5. The toe of a fill slope shall not extend into public right-of-way, abutting property, or easements unless it is part of a holistic grading and drainage plan (e.g., a toe of slope related to a roadway located within a parcel).

8.2. DRAINAGE

A system of storm drains, culverts, roadside ditches, channels, street drainage, and/or spillways will be utilized to manage stormwater and detention within the Property. The system will be designed and implemented to mitigate runoff increase from the Property related to development. More detailed analysis of proposed onsite detention, offsite drainage flows and conveyance, and other drainage design considerations will be submitted to the Town in a Master Drainage Report. Drainage system designs for a proposed development will be submitted to the Town for review and approval as part of a final development plan and will be reviewed for consistency with the approved Master Report.

A. DRAINAGE STANDARDS

1. Watercourses that are determined to have 404 designations will be maintained in historic locations.
2. Drainage courses within the Property may be modified with the necessary approval(s) of the Town, county, state, and/or federal agencies when required.
 - a. Existing major watercourses include the Aqua Fria River, Navajo Drive Wash, and Coyote Wash. The drainage way of these watercourses as defined during the final development plan process shall be dedicated in the form of an easement at the time land abutting a major watercourse, or a portion thereof, is developed.
3. Culverts and Bridges
 - a. Acceptable materials for culverts include reinforced concrete pipe (RCP), concrete box culverts, designed span crossing, corrugated metal pipe (CMP), and high-density polyethylene (HDPE).
4. Street Drainage
 - a. The stormwater conveyance of a 100-year design storm may exceed the ROW of a roadway. Runoff, including 100-year event design flow, may exceed the ROW under controlled conditions with reasonable protection of flooding for structures adjacent to the ROW. Should these limits not fit within ROW, drainage easements will be provided outside of public ROW to permit the Town to maintain these areas.
 - b. A roadway with rolled or vertical curb must control runoff from a 25-year design storm between the curbs of the street. Runoff, including 100-year event design flow, may exceed the ROW under controlled conditions with reasonable protection of flooding for structures adjacent to the ROW.
 - c. Curb openings, depressions, and other methods to remove stormwater from roadways are encouraged and permitted particularly when stormwater can be directed to a bioswale or basin.
 - d. Tracts, easements, or additional ROW may be used in place of or in addition to a subsurface system when flows, including excess flows, are captured and removed from a street surface (e.g., bioswale).

- e. Alternative, including non-traditional and innovative, conveyance methods, stormwater storage methods, and materials may be located within a ROW provided that the alternative method maintains a similar level of stormwater standards as permitted in the Town Code for at least one travel lane in each direction of travel for a 25-year design storm in the ultimate design condition.

5. Storm Drains

- a. Acceptable materials for storm drains include reinforced concrete pipe (RCP), corrugated metal pipe (CMP), and high-density polyethylene (HDPE). Other materials that meet or exceed Town standards are permitted.

6. Stormwater detention/retention

- a. Off-site flows may be routed through on-site detention when part of a holistic grading and drainage plan. Should this approach be used, the design team will provide supporting documentation during final plan development to demonstrate acceptable treatment of water quality and conveyance.
- b. The Property will be developed in phases. A stormwater management plan is required for each phase of development rather than the entire development. Changes to any phase may require an update of another phase to ensure all phases remain coordinated. The stormwater management plan may be implemented in phases that correspond with development including phasing stormwater storage within a phase of development.
- c. Both decentralized basins (numerous smaller basins that overall meet stormwater storage requirements) and centralized basins (generally a single basin or series of larger basins that overall meet stormwater storage requirements often for a group of parcels) are permitted.
- d. A “first flush” treatment system that is part of a coordinated system may provide treatment for a parcel(s) while a stormwater storage basin that meets the standard stormwater storage requirement may be located elsewhere within the Property. First flushes can be incorporated into a detention basin.
- e. A centralized “first flush” treatment may be provided for the entire Property, or portions of the Property rather than on a parcel-by-parcel basis.
- f. Bioswales, commonly small basins along roadways, in parking lots, and parks are encouraged and permitted.

- g. Stormwater storage basins may include active and passive recreational uses provided safety concerns are addressed. Security barriers around a basin may be required by the Public Works Director where water depth is greater than three (3) feet and side slopes or steeper than three (3) feet horizontal to one (1) foot vertical. The location of a security barrier may be thirty (30) inches below the 100-year event water elevation. Security barriers are not required when at least one (1) side slope of four (4) feet horizontal to one (1) foot vertical or flatter is provided.
- h. Stormwater management systems and structures within drainage corridors are permitted with proper justification and analysis subject to the approval by the Town Engineer. A system may be designed as an integral part of a neighborhood, community, or regional drainage system modifying the timing and flow rate of the stormwater storage and conveyance.
- i. Washes, basins, and swales are permitted to incorporate leaky dam structures in an effort to slow, spread, and sink water into the soil. A series of leaky dam structures is encouraged to create a larger system that can enhance the localized ecosystem.
 - (i) The implementation of this method of stormwater management is dependent on site conditions and may not be appropriate in all areas (e.g. if soils have too much clay content precluding the soil infiltration at a practical rate).
 - (ii) The implementation of this method of stormwater management may not violate county, state, or federal laws.
- 7. A permanent solution to the management of stormwater may be accomplished by the construction of drywells. The use of a single-chamber or multi-chamber drywells will be determined based on the detailed application. Percolation rates for drywells will be based on standards approved by the Town Engineer.
- 8. Individual on-lot stormwater storage is permitted on a single-family lot when the lot is a minimum 8,000 square feet.
- 9. Drainage is not required to drain to the “front” or to the street when an alternate route for drainage is provided. For instance, a lot may drain to the rear when along a greenway. A drainage easement may be required.

10. Alternative, including non-traditional and innovative, conveyance methods, stormwater storage methods, and materials may be approved by the Town Engineer with proper justification and analysis.

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9. WALLS AND SCREENING

9.1. WALLS AND FENCES

Walls are regulated by wall type. There are seven (7) wall and fence types: Commercial Screen Wall, Common Wall, Community Wall, Landscape Wall, Privacy Wall, Retaining Wall, and Field and Court Fencing. These wall and fence types are not independent of one another. A wall can be both retaining and landscape for example. The type of wall and/or fence will determine its alignment, finish, and height.

A. COMMERCIAL SCREEN WALL

The purpose of a Commercial Screen Wall and screening standards is to separate incompatible uses, conceal objectionable areas, and buffer intense activities. See *Section 9.4 Screening Standards*.

B. COMMON WALL

A Common Wall is a wall, typically for privacy, built on a property line shared by abutting lots. A Common Wall is centered on the common property line. These walls must follow the guidelines established for Privacy Wall and shall be lower than the top of an abutting Community or Privacy Wall that it ties to.

C. COMMUNITY WALL

A Community Wall is a wall constructed with a common design character throughout the community. A Community Wall is commonly built on the property line adjacent to a community open space or tract. A Community Wall may also be considered a Privacy Wall when it provides a similar type of screening from public view. The top of a wall that ties into a Community Wall must be lower than the Community Wall.

D. LANDSCAPE WALL

A Landscape Wall is a low wall often used to define an outdoor room, screen off-street parking, utilities, and mechanical equipment, or emphasize a focal point in the landscape. These walls are intentionally low and inviting while providing a distinct separation of uses or an accent in the landscape.

1. A Landscape Wall can be within a front setback but must be set back a minimum of four (4) feet from back of curb and two (2) feet from a public use sidewalk.
2. A Landscape Wall is limited to forty-two (42) inches in height as measured from the finish grade on the inside of the wall; the enclosed space.
3. A Landscape Wall may incorporate a view fence element on top of the wall to extend the height of the enclosure (up to six (6) feet tall together) without dramatically affecting the visual openness.
4. A Landscape Wall may incorporate a gate or arbor; this may exceed six (6) feet but should not be out of scale with the context of the setting.

E. PRIVACY WALL

A Privacy Wall is a wall that is generally more than fifty (50) percent solid and used to enclose “private” areas. A Privacy Wall is often adjacent to an open space tract or common area or is the segment of wall from the home to a Common Wall. A Privacy Wall is not allowed within the front setback. A Privacy Wall is limited to six (6) feet in height, except when built in combination with a Retaining Wall for a maximum combined height of fourteen (14) feet.

F. RETAINING WALL

A Retaining Wall is used to transition grade and hold back earthen material. This wall type is generally limited to four (4) feet of height as measured by the difference in grade on each side of the wall but may be as tall as eight (8) feet. A Retaining Wall must be designed and installed to resist water damage which may include waterproofing, weep holes, and foundation drainage. Other wall types may be constructed on top of a Retaining Wall. These walls must be set back from the street at a distance equal to their height. For example, a three (3) foot landscape wall on top of a three (3) foot retaining wall must be set back six (6) feet from the street.

G. FIELD AND COURT FENCING

Field and court fencing includes, but is not limited to, intentionally tall fences, walls, or combinations thereof, often used to define and enclose an outdoor field or court to provide a distinct separation or screening of space. This generally includes fencing around ball fields, tennis courts, pickle ball courts, basketball courts, auto courts, delivery/utility courts, and other similar uses. The height of fencing should not exceed twelve (12) feet.

9.2. WALL HEIGHT

Walls and fences exceeding the height criteria are permitted around schools, other public or quasi-public facilities when necessary for the safety or restraint of the occupants thereof, as part of community infrastructure (where taller walls will result in less disturbance to adjacent land), around recreation fields and courts (e.g., a backstop, a fence around a tennis court), and when otherwise approved by the Town.

9.3. WALLS ON LANDSCAPE AND VEHICULAR NON-ACCESS EASEMENT

Non-walled neighborhoods are encouraged. Walls are not required along landscape and vehicular non-access easements.

9.4. SCREENING STANDARDS

A. SCREENING DEFINITIONS

1. "Screening Walls and Devices", generally, are any structures intended to fully or partially conceal activities, storage, refuse, loading, parking areas, and mechanical equipment from view, or to separate incompatible uses. They include structures constructed of masonry units, wood, stone, earthen berms, and landscaping. However, wood fences and walls do not include structures constructed of plywood, pressboard, particleboard, chipboard, masonite, or other similar manufactured materials.
2. "Solid Screen Wall" is a screening wall that obscures 100 percent of the enclosed activities or uses.
3. "85% Screen Wall", is a screening wall that obscures at least eighty-five (85) percent of the view of enclosed activities or uses from adjacent property that is approximately at the same elevation as the activity or use.

B. OPENINGS

1. Openings in screening walls and buffer landscaping for the facilitation of pedestrian and bicyclist traffic are required where appropriate.

C. REFUSE, STORAGE, LOADING DOCKS, AND MECHANICAL EQUIPMENT

1. Refuse Collection Areas
 - a. Refuse collection areas and equipment shall be screened on three (3) sides by solid, one hundred percent (100%) obscuring screening walls, six (6) feet in height; and
 - b. Where the front of a refuse collection area faces a street or entryway into a site, such refuse collection area front shall be enclosed by opaque gates attached to the screening walls required above.
2. Outdoor Storage Areas
 - a. Outdoor storage of materials, equipment, vehicles, or trailers shall be screened by walls of at least six (6) feet in height; and
 - b. Stacking of materials or equipment above the height of the screening walls is prohibited, except that vehicles greater in height than eight (8) feet may protrude above the screening wall.
3. Loading and Delivery Service Areas
 - a. Loading and delivery service areas shall be oriented away from public streets or be screened by at least a six (6) foot tall screening device(s);
 - b. Loading and delivery service areas oriented towards a residential district shall be screened by at least a six (6) foot tall screening device(s).
4. Outdoor Mechanical Equipment
 - a. Ground-mounted mechanical equipment shall be screened from street view by screening devices that are a height equal to or greater than the mechanical equipment.
 - b. Roof-mounted mechanical equipment shall be concealed on all sides by screening devices, equal to or greater in height than the mechanical equipment or as visible from a line of sight measured from the finished floor at fifty (50) feet away.
 - (i) Screening devices shall be, or appear to be, an integral part of the building upon which they are mounted;
 - c. Meters, pedestals, conduits, and junction boxes for public utilities are excluded from the above screening requirements but should be colored or painted to reduce the aesthetic impact.

D. SATELLITE RECEIVING DISHES AND HEATING FUEL TANKS SCREENING

Refer to the Town Code.

E. OUTDOOR DISPLAY AND VENDING EQUIPMENT SCREENING

Refer to the Town Code.

F. SCREENING FOR THE PROTECTION OF ADJACENT PROPERTIES

The screening provisions listed below shall apply to non-residential uses and multi-family uses.

1. A minimum six (6) foot tall Solid Screen Wall shall be installed along the contiguous portions of the property abutting existing detached single-family homes.
2. Screening trees shall be installed in addition to a required Solid Screen Wall along the contiguous portions of the property abutting existing detached single-family homes when the parcels are over one (1) acre in size. Screening trees shall be a minimum 15-gallon and spaced approximately fifteen (15) feet on center or spaced based on mature canopy size. Screening trees of an evergreen (non-deciduous) type are encouraged but may be altered provided the tree species relates to the context of the setting.
3. Screening is not required when adjacent to undeveloped land or RCU zoned property.
4. Solid Screen Wall and screening tree requirements may be waived or amended when such uses and screening needs are evaluated as part of a holistic plan in conjunction with a final development plan, or when an alternate method of screening is provided or not necessary based on the context of the site and proposed improvements as determined by the Community Development Director.

9.5. WALL AND FENCE MATERIALS

Walls and fences should be built of materials and with colors that relate to the architecture or landscape. Changes in materials or color should be made at inside corners. Acceptable wall and fence materials include:

- Split rail fence
- Ornamental iron fences
- Fencing that is black, rusted, bronze, or painted in accent colors that complement the architecture or landscape
- Aluminum, tube steel, and flat bar metal fencing
- Plain, painted, integrally colored, or stuccoed concrete block
- Honed, etched, stained, and sandblasted exposed concrete block
- Split faced block
- Brick, stone, adobe, or slump block
- Colored and textured poured in place concrete walls
- Chain link fencing and wood panel fencing are typically not acceptable, except when the use is related to sports courts, fields, special aesthetic features, hidden from public view, or a temporary application

10. WATER AND WASTEWATER

10.1. WATER AND WASTEWATER DEVELOPMENT STANDARDS

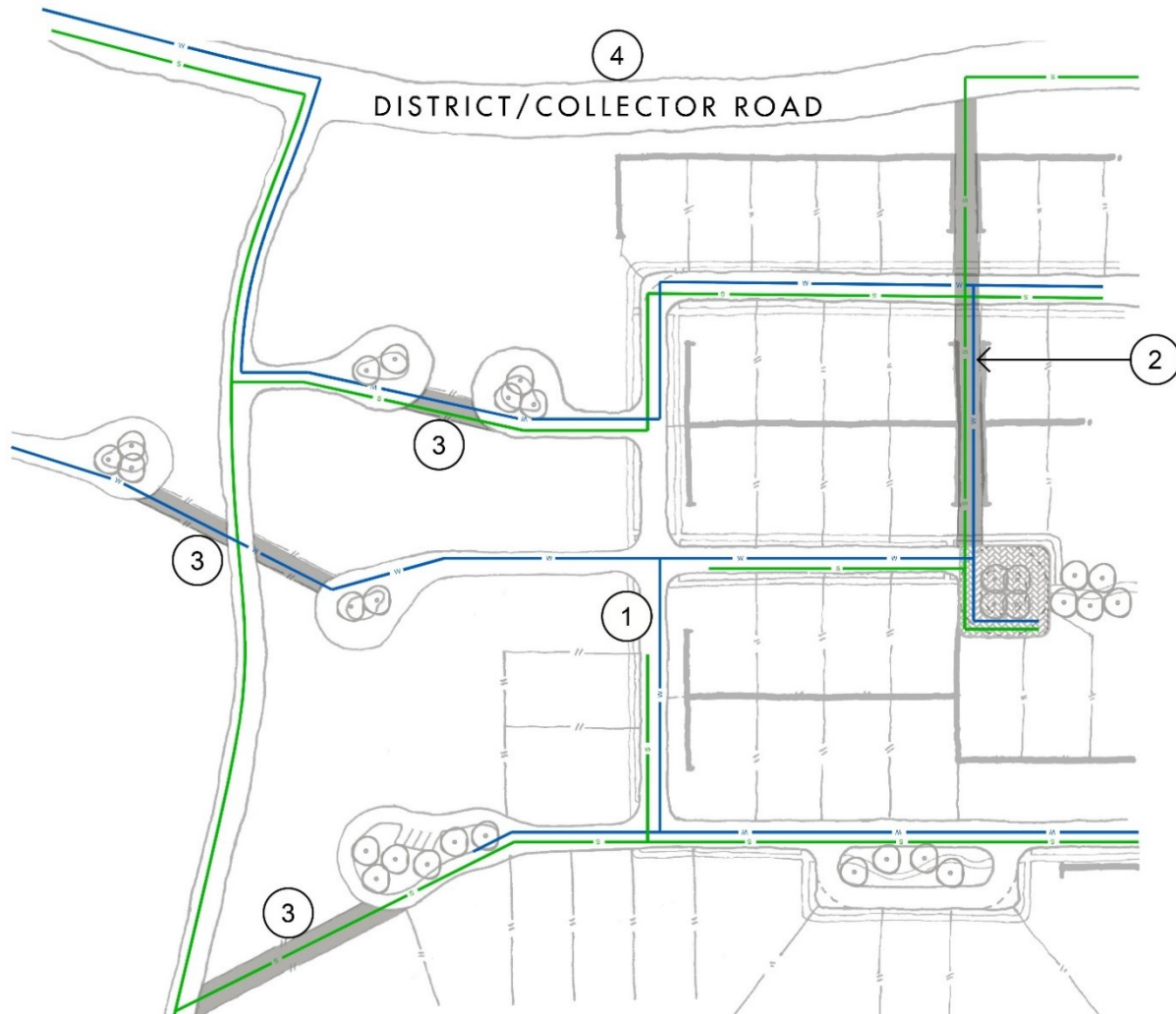
Within the Property, the water distribution system will be a looped system and the wastewater system will include a gravity flow system. A more detailed analysis of the proposed water infrastructure, including anticipated well and water storage siting, pipe sizing and distribution layouts, anticipated pressure zones, and coordination with existing improvements will be submitted to the Town in a Master Water Report for review and approval. A more detailed analysis of the proposed wastewater infrastructure, including proposed collection system alignment and sizing, ultimate outfall locations, adjacent project tie-ins, and, if required, any additional treatment site location and details, will also be submitted to the Town in a Master Wastewater Report for review and approval. As development of the Property advances, a basis of design report/memo will be prepared to justify the required infrastructure development in relation to the approved Master Reports.

1. Water and wastewater mains are permitted beneath streets, although not specifically required beneath all streets, and shall accommodate required system redundancy. Water and wastewater lines are permitted through a tract or easement when not within a right-of-way. *Exhibit 10.1 - Conceptual Water and Wastewater Alignments* depicts concepts of permitted alignments.
2. The horizontal location of water mains shall generally be parallel to the centerline of a road and may cross and re-cross the centerline when roads are not on a gridded alignment.
3. Meters, meter boxes, blow-off, valves, and similar devices may be located within tracts or easements and are not required to be located within a right-of-way.
4. Water used to irrigate common area landscape may include the use of reclaimed effluent generated by a wastewater reclamation facility when permitted.

10.2. WATER SUPPLY

Prior to the approval of a final development plan, proof of available water, both physical and legal, to support development must be provided to the Town.

EXHIBIT 10.1 - CONCEPTUAL WATER AND WASTEWATER ALIGNMENTS



Notes:

1. Water and sewer in neighborhood streets as necessary
2. Water and/or sewer line connection permitted in tract(s) between lots
3. Easement or tract
4. Water and/or sewer in District and Collector streets are not required

11. OUTDOOR LIGHTING

Rather than provide a uniform blanket of nighttime illumination across the Property, the goal is to create character with illumination varying across the community and emphasizing the individual character of the neighborhoods after dark, maintaining the rural character and feel.

11.1. OUTDOOR LIGHTING VISION

The vision for lighting within the Property includes:

- dark sky preservation
- alternative light details and light level intensities related to the context of the site and setting
- custom fixtures appropriately sized to complement the character of the community and setting
- lighting of landscapes and buildings promoting quality light design; visual accents and points of interest
- variety of light color and mounting methods (e.g., pole, wire strung, building mounted)
- artistic lighting for dramatic effect
- lighting for community recreation uses
- sustainable solar powered lighting where practical

11.2. OUTDOOR LIGHTING STANDARDS

The lighting standards are intended to ensure proper illumination is achieved across the community. Outdoor lighting requirements will comply with the Town Code, except:

1. continuous street lighting discouraged, and
2. along Lakeshore Drive street lighting is required only at intersections; a requirement may be waived by the Public Works Director, and
3. within a neighborhood, street lighting is not required, and
4. in order to encourage a mix of uses and efficient use of land, lighting standards, including lighting trespass standards, may be waived by the Community Development Director when lighting is designed as part of a wholistic plan, and

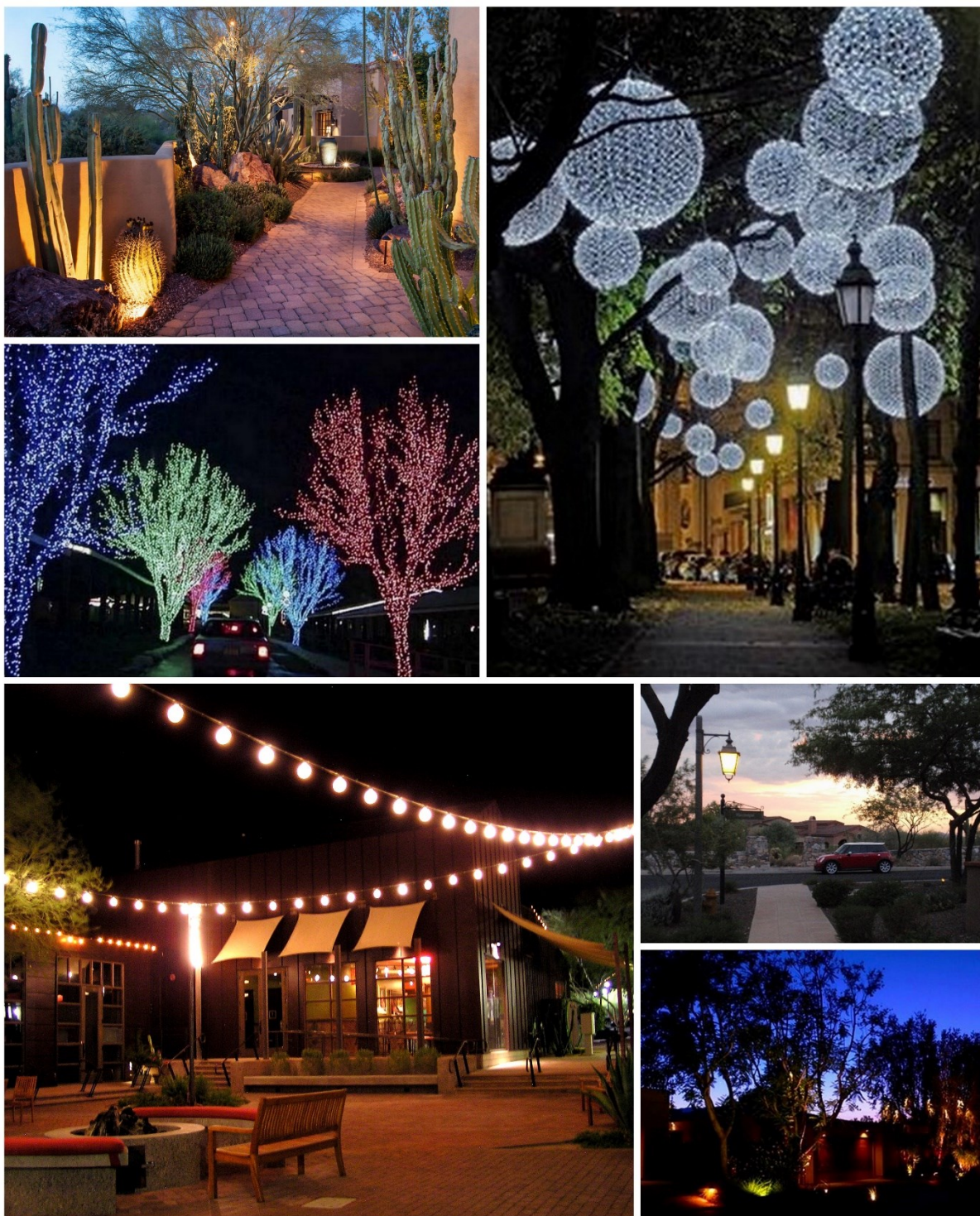
5. a comprehensive lighting plan may be submitted for a district or individual site per Section 11.4. Comprehensive Lighting Plan.

11.3. OUTDOOR LIGHTING CHARACTER

The community lighting may vary from charming, mutely lit neighborhood settings to activating retail areas. *Exhibit 11.1 - Outdoor Lighting Character* depicts conceptual lighting ideas appropriate for the community. To create character with illumination the following is permitted:

1. thematic poles and fixtures may be used that complement the architecture, landscape, or district design and height may vary depending on context (detail about the thematic character for street furniture may be provided and approved as part of a final development plan;
2. the lighting of tensile fabric or similar structures (such lighting may be up-lighting, and may use the canopy, fabric, or structure to achieve the shielding requirements;
3. cable mounted lighting strung over streets, patios, paths, or other outdoor areas for ambient effect (lighting strung over public right-of-way requires approval by the Public Works Director;
4. parking lot lighting should be designed to provide lighting appropriate to the context, pedestrian use, and building entrance per Illuminating Engineering Society ("IES") recommendations;
5. parking lot lighting for the general illumination of field parking is not required and should be avoided in an effort to preserve a dark sky;
6. active recreation and sport court lighting may be installed in various forms subject to the following conditions;
 - a. sport court and field lights shall be located at a minimum of the mounting height distance away from single-family residential homes;
 - b. sport court and field lighting systems shall be designed to minimize glare and spillover where possible; and
 - c. sport court and field lighting may be mounted on adjacent structures;
7. passive recreation areas may be illuminated if intended for nighttime use;
8. path and/or trail lighting within a wildlife corridor is not required and should be avoided in an effort to preserve a dark sky;
9. retention areas and/or open spaces not intended for nighttime use shall not require illumination.

EXHIBIT 11.1 – OUTDOOR LIGHTING CHARACTER



Note: Illustrations are intended to be representative of potential lighting character and are not intended to express specific design, details, colors, or materials

11.4. COMPREHENSIVE LIGHTING PLAN

The purpose of a comprehensive lighting plan is to provide for the establishment of lighting criteria that are tailored to a specific development or location within the community (e.g., a commercial center, a focal community amenity, or other similar feature for which lighting character is promoted) and which may vary from specific provisions. The intent is to provide flexible lighting criteria that promote superior lighting design through architectural and landscape integration of the site, buildings, and signs. A comprehensive lighting plan containing elements that exceed the permitted height, illumination level, color, spill, trespass, glare, type, and hours of operation of lights specified in the Town Code may be approved when a comprehensive lighting plan is approved by the Town. A comprehensive lighting plan application may include some or all of the following elements, as required by the Community Development Director, depending on site conditions, character of the setting, and location: light type, size, height, location, orientation, color, and material.

12. OFF-STREET PARKING

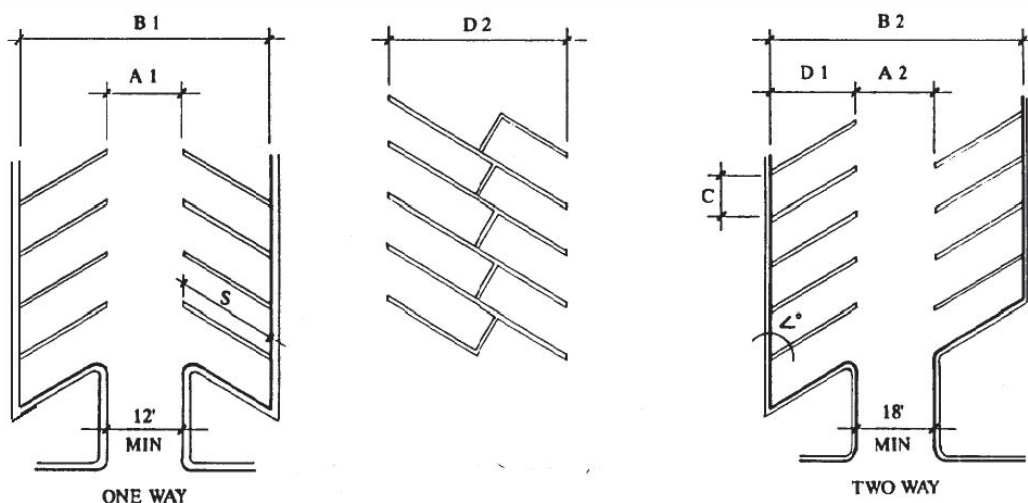
The off-street parking requirements described in Article 13-24 Off-street Parking Requirements of the Town Code apply except:

1. Required off-street parking may be provided on another property when a parking agreement is in place.
2. Off-street parking on Town streets is permitted for required parking when developed in conjunction with a final development plan.
3. Tandem parking is permitted.
4. Required parking spaces may be located in the required front yard setback or street side yard setback.
5. Additional parking is not required for accessory uses. Accessory uses are excluded from required parking calculations.
6. The minimum number and minimum size of accessible parking spaces shall conform to ADA requirements. Refer to the federal ADA code.
7. Required parking may be reduced by fifteen (15) percent in a commercial core.
8. Required parking may be reduced or waived by the Community Development Director when additional bicycle parking is provided for a use in a location that promotes alternative modes of transportation.
9. Minimum Parking Dimensions
 - a. Motor vehicle parking spaces shall measure eight (8) feet six (6) inches wide by eighteen (18) feet long or by sixteen (16) feet long, with not more than a two (2) foot overhang when allowed.
 - (i) Compact parking spaces are permitted but shall not constitute more than five (5) percent of the required parking spaces. Multi-family projects may use compact parking spaces for no more than ten (10) percent of required

parking spaces. The minimum dimensions are eight (8) feet by sixteen (16) feet.

- b. Parallel motor vehicle parking spaces shall measure eight (8) feet six (6) inches by twenty-two (22) feet.
- c. End spaces for motor vehicles shall provide a three (3) foot maneuvering area.
- d. Parking areas shall conform to *Exhibit 12.1 Parking Area Layout*, except as may be modified with the incorporation of compact parking spaces.

EXHIBIT 12.1 - PARKING AREA LAYOUT



PARKING AREA LAYOUT									
STANDARD SPACE	PARKING ANGLE < °	CURB LENGTH C	STALL DEPTH		AISLE WIDTH		BAY WIDTH		STRIPE LENGTH S
			SINGLE D1	DOUBLE D2	ONE WAY A1	TWO WAY A2	ONE WAY B1	TWO WAY B2	
	90°	8'-6"	18'	36'	23'	23'	59'	59'	18'
	60°	10'	20'	40'	17'	18'	57'	58'	23'
	45°	12'	18'-6"	37'	13'	18'	50'	55'	26'-6"
	30°	17'	16'-6"	33'	12'	18'	45'	51'	32'-8"
	0°	22'	8'-6"	17'	12'	18'	29'	35'	8'-6"

13. OPERATIONS AND MAINTENANCE

13.1. COMMUNITY ASSOCIATIONS

One or more property associations may be set up to manage common area maintenance for the community. Separate associations are anticipated for residential and commercial properties so that the different needs of each can be served. Common area tracts may be transferred from the developer to the property association upon property association acceptance, or a common area may include an easement granting the property association rights to access and maintain it.

13.2. PUBLIC RIGHTS-OF-WAY

Public rights-of-way will be granted to the Town, or other appropriate jurisdiction (e.g., ADOT, if improvements related to Fain Road are necessary). Public right-of-way maintenance is the responsibility of the grantee unless otherwise agreed upon. Generally, infrastructure located within the limits of the rights-of-way will be the responsibility of the Town. The Town and a property association may enter into a landscape maintenance agreement for improvements that are within a ROW or Town owned property. Additionally, any upgraded paving (stamped asphalt/pavers), specialized signs or streetlights, or other unique features within the community located in the ROW may be maintained by a property association as agreed to in a future maintenance agreement with the Town.

13.3. LANDSCAPE MAINTENANCE OF SITE DEVELOPMENT

1. "Landscape Maintenance" is ongoing repair, replacement, painting, trimming, mowing, pruning, weeding, watering, and other activities for the consistent upkeep of an attractive appearance.
2. All screening, lighting, on-site landscaping, and off-site landscaping shall be maintained by the owner, an owners' association, or the lessee of the site.
3. Approved and installed landscaped areas shall be maintained and shall not be used for vehicle parking, storage, or display of merchandise.
4. Areas designated for on-site detention of drainage water shall be maintained.

5. Dead plants, trees, shrubs, or ground covers; and damaged landscaping, irrigation devices, or screening walls, shall be replaced in accordance with the approved Site Plan.
6. All of the site and land between the property line and the right of way shall be kept free of litter, weeds, and trash.
7. Failure to maintain site development standards shall constitute a violation of this section and shall be subject to the penalties prescribed in Article 13-31 of the Town Code, if not remedied in a practical manner and timeframe following a notice from the Town which complies with the Default section of the Agreement.

APPENDIX – DEFINITION OF TERMS

Unless a contrary intention clearly appears, words have meanings interpreted as follows:

1. Words used in the present tense include the future tense. Words used in the future tense include the past tense.
2. Singular includes the plural, the plural includes the singular.
3. The word “may” is permissive; the words “shall” and “will” are mandatory.

Terms in the Lakeshore 650 PAD not defined herein are as defined in the Town Code or the Agreement.

15.1. ACCESSORY BUILDING

means a subordinate building containing an accessory use that is customarily incidental to that of the main building and situated on the same lot as the main building. An accessory building attached to the main building shall be considered to be a part of the main building and shall maintain any setbacks or yards required for a main building. Prohibited from use as accessory buildings are truck and bus bodies, sea cargo containers, railroad cars, untreated metal buildings, all towers, antennae, and wireless telecommunications facilities and their accessory structures [except those used solely for transmissions and receipt by a single use and not otherwise restricted within that district (including, but not limited to, amateur radio and devices necessary for a subscription to a commercial wireless provider service)], and any enclosure not originally intended for permanent occupation or use. Any accessory building shall blend into the surrounding neighborhood by use of building form, height, material, color, and landscaping. All accessory buildings are restricted to one story except as provided in Section 13-21-060 of the Town Code for towers, antennae, and wireless telecommunications facilities, and accessory buildings or accessory dwelling units that maintain at least the minimum setbacks or yards required for a main building.

15.2. ACCESSORY DWELLING UNIT (ADU)

means a dwelling unit subordinate to the primary use situated on the same lot and used for a residential accessory use. ADUs, where permitted, do not count towards calculations of the Land Use Budget or gross density.

15.3. ACCESSORY USE

means a subordinate use of a building, other structure, or use of land which is clearly associated or related to the use of the main building, other structure, or use of land, and which is customarily in connection with the main building, other structure, or use of land, and which is located on the same zoned lot with the main building, other structure, or use of land.

15.4. AGREEMENT

means as described in Section 1.4 Zoning.

15.5. ALLEY

means a passageway that affords a secondary means of vehicular access to abutting property and is not intended for general traffic circulation.

15.6. AMENDMENT

means as described in Section 3.5 Amendments.

15.7. BUDGET TRACKER

means as defined in Section 4.2 Land Use Budget.

15.8. DENSITY

means the number of dwelling units divided by the gross area.

15.9. DEVELOPER

means as defined in Section 1.1 Introduction.

15.10. DEVELOPMENT PARCEL AREA

means the parcel of a development project that may include one or more phases and one or more buildings, or be part of a larger district of improvements. By way of example, a business park may be comprised of several parcels/lots, that combined is the development parcel area. Similarly, a commercial district may be comprised of many parcels/lots, that combined is the development parcel area.

15.11. DUPLEX

means a building (or buildings when more than one duplex) on one lot, that houses exactly two (2) dwelling units, neither of which may be considered an accessory dwelling unit. Each duplex unit counts towards the calculation of the Land Use Budget and gross density.

15.12. DWELLING UNIT

means one or more rooms within a building arranged, designed, or used for residential purposes for one family and containing independent living and sleeping areas, together with independent sanitary (toilet, sink, and bath/shower) and cooking facilities.

15.13. FACTORY BUILT BUILDING

means a residential or nonresidential building, including a dwelling unit or habitable room thereof, which is either wholly or in substantial part manufactured at an off-site location to be assembled on-site and is built to an International Building Code standard. It does not include a manufactured home, mobile home, or recreational vehicle.

15.14. GENERAL DEVELOPMENT STANDARDS

means as defined in Section 3.2 Development Plan Framework.

15.15. GENERAL PLAN

means as defined in Section 1.3 General Plan.

15.16. GOVERNING REQUIREMENTS

means as defined in Section 1.4 Zoning.

15.17. GUEST HOUSE

See Accessory Dwelling Unit.

15.18. IES

means Illuminating Engineering Society, as described in Section 11.3. Outdoor Lighting Character.

15.19. LAKESHORE 650 PAD

means as defined in Section 1.1 Introduction.

15.20. LEAKY DAM

A leaky dam is a flooding prevention measure concept intended to moderate the flow of water by allowing the water to pond and dissipate at a slower rate.

15.21. MASTER DEVELOPMENT PLAN

Means as defined in Section 3.2. Development Plan Framework.

15.22. MASTER REPORT OR MASTER REPORTS

means as defined in Section 3.3.A. Infrastructure Master Reports.

15.23. MODULAR BUILDING

See Factory-Built Building.

15.24. MULTI-FAMILY/MULTIPLE-FAMILY

means a lot or parcel where four or more dwelling units are provided, other than a permitted ADU, as part of an apartment building, condominium building, townhome, or mixed-use development and where dwelling units are vertically stacked or integrated.

15.25. OWNER

means as defined in Section 1.1. Introduction.

15.26. PERMITTED USE

means a use specifically permitted or analogous to those specifically permitted.

15.27. PLANNING UNITS

means as defined in Section 4.1. Planning Units.

15.28. PROPER

means a design and/or standard that is suitable to accomplish the vision of the Lakeshore 650 PAD and meets county, state, federal, and nationally recognized standards

15.29. PROPERTY

means as defined in Section 1.1. Introduction.

15.30. PUBLIC UTILITY FACILITY, MAJOR

means power generating plants, refuse collection/processing/transfer plants, and similar public utilities that serve the greater region versus the local community and town.

15.31. PUBLIC UTILITY FACILITY, MINOR

means water and wastewater facilities, electrical sub-stations, drainage facilities, and similar public utilities that serve the local community and town versus the greater region.

15.32. RULES

means as defined in Section 1.4. Zoning.

15.33. SINGLE-FAMILY ATTACHED

means a single-family lot or development where each dwelling unit is attached to at least one, but no more than two, neighboring primary dwelling units at the abutting side

property line(s). Dwelling units may be structurally independent of each other and must also comply with the definition of a Townhome. See also Duplex and Triplex.

15.34. SINGLE-FAMILY DETACHED

mean a single-family lot or development where each dwelling unit is not attached to any other dwelling unit other than a permitted ADU.

15.35. STREET LANDSCAPE AREA

means as defined in Section 7.3.A. Street Landscape Area.

15.36. SCREENING WALLS AND DEVICES

means as defined in Section 9.4.A. Screening Definitions.

15.37. SCREEN WALL

means as defined in Section 9.4.A. Screening Definitions.

15.38. TOWN

means as defined in Section 1.3. General Plan.

15.39. TOWN CODE

means as defined in Section 3.2. Development Framework.

15.40. TOWN STAFF

or references within the Lakeshore 650 PAD to Town Staff, including the Town Manager, Community Development Director, Planning Manager, Town Traffic Engineer, Town Engineer, Town Utilities Department Manager, Zoning Administrator, or other such Town Staff persons shall include the designee of that person.

15.41. TOWNHOME/TOWNHOUSE

means a type of dwelling unit that is attached to at least one other dwelling unit. The dwelling units may be attached at a property line (see "single-family attached"), or they may be multiple units on a single lot (see "duplex," "triplex," and/or "multi-family"). The key characteristic of a townhome is that there is no vertical overlap of any dwelling units.

15.42. TRIPLEX

means a building (or buildings when more than one triplex) on one (1) lot that houses exactly three (3) dwelling units, none of which may be considered an accessory dwelling unit. Each triplex unit counts towards the calculation of the Land Use Budget and gross density.

15.43. VILLAGE DWELLINGS

means a dwelling unit built to the applicable state or federal standards and installed per applicable state or federal standards.

15.44. WATERSENSE

is a voluntary partnership program sponsored by the U.S. Environmental Protection Agency (EPA) and is both a label for water-efficient products and a resource for helping to save water.

APPENDIX – PLANT PALETTE

Plants used to satisfy landscape requirements within Applicable Properties shall be limited to those permitted by the Arizona Department of Water Resources and the PAMA, as may be amended and those listed in the table in Article 13-26-060 Prescott Valley Recommend Species List of the Town Code, as may be amended. Applicable Properties is that as defined in the current Arizona Department of Water Resources Prescott Active Management Area Management Plan (the "PAMA"). This generally includes areas within public rights-of-way. Additionally, Applicable Properties shall include wildlife corridors, drainage corridors, Street Landscape Areas, and surface parking areas within commercial and multi-family uses.

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