

**RESOLUTION 2018-11**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND Adero Canyon II, LLC.

**BE IT RESOLVED** BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The Development Agreement between the Town of Fountain Hills and Adero Canyon II, LLC, is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. The Town Manager is hereby further authorized to approve and make such minor, non-material, administrative or clerical revisions to Exhibit A prior to its execution, as the Town Manager may reasonably determine to be required.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Fountain Hills, Arizona, February 6, 2018.

**FOR THE TOWN OF FOUNTAIN HILLS:**

**ATTESTED TO:**

  
Linda M. Kavanagh, Mayor

  
Acting Bevelyn J. Bender, Town Clerk

**REVIEWED BY:**

**APPROVED AS TO FORM:**

  
Grady E. Miller, Town Manager

  
Fredda J. Bisman, Town Attorney

EXHIBIT A  
TO  
RESOLUTION 2018-11  
[Development Agreement]  
See following pages.

DEVELOPMENT AGREEMENT  
ADERO CANYON PHASE II

THIS DEVELOPMENT AGREEMENT (this "Agreement") dated February 6, 2018 (the "Effective Date"), is between the Town of Fountain Hills, an Arizona municipal corporation ("Town"), and Adero Canyon II, LLC, a Delaware limited liability company ("Developer"). Town and Developer are each referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. Developer owns approximately 321.3 acres of real property located at 13300 E. Eagle Ridge Drive, Fountain Hills, Arizona, as more particularly described in **Exhibit A**, attached to and incorporated into this Agreement (the "Property"), and commonly referred to as Adero Canyon Phase II.

B. It is intended that the Property be developed according to the provisions of the "Adero Canyon Phase II PAD" attached to this Agreement as **Exhibit B** and incorporated into this Agreement (the "Phase II PAD").

C. The Property was subject to that certain Final Settlement Agreement, Amended and Restated dated May 1, 2014 and recorded at 2014-0314508 in the Official Records of the Maricopa County Recorder, as amended by the First Amendment to the Amended and Restated Final Settlement Agreement dated September 15, 2016 and recorded 2016-0644980 in the same official records (the "Settlement Agreement"). Pursuant to a Second Amendment to Settlement Agreement dated concurrently with this Agreement, the Property has been removed from the Settlement Agreement (subject to the terms of Section 14.19 below).

D. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, in order to facilitate the proper development of the Property by providing for, among other things (i) conditions, terms, restrictions and requirements for the Property by Town, (ii) the permitted uses for the Property, (iii) the density and intensity of such uses and (iv) other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Developer agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated by this reference as if fully set forth herein.

2. Term and Effective Date. Developer, its successors and assigns, shall have the right to implement development on the Property in accordance with this Agreement for a period of five (5) years from the date this Agreement is approved by the Mayor and Town Council of Town (the "Town Council"), 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 "Term"); provided, provisions of this Agreement that specifically survive the termination of this Agreement shall remain in full force and effect, subject only to the termination provisions herein specifically related thereto. This Agreement shall become effective only upon approval by the Town Council. Notwithstanding the forgoing, Developer may request at any time that Town extend the Term, which request may be granted, denied or conditioned by Town in the sole discretion of the Town Council.

3. PAD Rezoning. Developer has applied for Planned Area Development ("PAD") rezoning of the Property, to allow for conversion of 113 single-family, custom lots and 125 apartments into 205 semi-custom single-family lots, and 30 attached "Townhome" lots (as reflected in the Phase II PAD"), resulting in a decrease in Adero Canyon of three (3) dwelling units to a total of three hundred and forty (340). As used in this Agreement, all references to the "PAD" or "Phase II PAD" shall mean the exhibit to the Town Council's approved ordinance that adopts the PAD rezoning for Adero Canyon Phase II, including all stipulations, alterations and conditions included as part of its approval (the "Adero Canyon Phase II PAD Rezoning Ordinance"). The Parties agree and understand that all items submitted in the PAD application, and any letters, comments and other materials explaining or discussing that application, PAD Application brochure, are of no force and effect, and that Developer and Town shall look solely to Town's regulations, the PAD Rezoning Ordinance and this Agreement with respect to the zoning regulations for the Property. To the extent of any conflict between the Phase II PAD Rezoning Ordinance, this Agreement and Town's regulations, the Phase II PAD Rezoning Ordinance shall control first, then this Development Agreement and then Town's regulations.

4. Development Standards.

4.1 Plan of Development. The various exhibits attached hereto and this Agreement collectively constitute a "Plan of Development" which includes modifications to the Town of Fountain Hills Subdivision Ordinance (the "Subdivision Ordinance") and Town of Fountain Hills Zoning Ordinance (the "Zoning Ordinance"). It is the intent of the Parties that the Project be constructed in accordance with the Subdivision Ordinance and the Zoning Ordinance as amended by the terms of this Agreement. This Agreement is limited in scope in that its sole purpose is to allow for the limited set of modifications to the Subdivision Ordinance and Zoning Ordinance set forth herein.

4.2 Council Approval. The Parties hereby agree and understand that, subsequent to the execution of this Agreement, and based upon Town's review and due consideration, including without limitation, the conduct of the requisite public hearings, the Town Council shall consider approval of a preliminary plat for the Property (the "Preliminary Plat") that includes the deviations from the Subdivision Ordinance and Zoning Ordinance permitted herein.

## 5. The Town Trailhead.

5.1 Trailhead Design. Town is presently constructing a trailhead as depicted on those certain plans prepared by J2Engineering and Environmental Design dated May 31, 2017 (the "Trailhead"). If Town determines, in its sole discretion, to materially modify the Trailhead it shall notify Developer not less than 30 days prior to such modifications and shall permit Developer to comment on such changes. Town's changes to the Trailhead shall not impede the emergency access for the Property.

5.2 Deed Restrictions. Prior to the sale of those lots within the Property that are located immediately adjacent to the Town's McDowell Mountain Preserve, Developer shall record restrictions against such lots, notifying the respective owners of such lots of the public trails adjoining the lots. The Town acknowledges that such notification may be incorporated into the declarations of reservations that Developer intends to record governing the development of the Property (the "CC&Rs").

5.3 Emergency Access. Exhibit C attached hereto depicts a portion of the adjacent Preserve Land commonly referred to as the "existing jeep trail" and referred to in this Agreement as the "Emergency Access"; provided, however, if the location of the existing jeep trail does not match Exhibit C, Exhibit C shall be deemed amended to match the existing jeep trail location. Notwithstanding Town's ownership of the Preserve Land, Town agrees that the Emergency Access may be utilized in connection with gated fire, emergency and utility vehicle access for Adero Canyon Phase II on the terms provided herein.

5.3.1 Necessary Easements. It is agreed by the Parties that all necessary Emergency Access easements are in place. Town and Developer agree to amend or create additional easements as necessary during the course of platting and development of the Property on such terms and conditions as Developer and Town may reasonably agree.

5.3.2 Installation; Maintenance. Developer will complete the Emergency Access to the standards set forth in this subparagraph and will complete the initial installation prior to issuance of the first occupancy permit in Adero Phase II. The Emergency Access shall be no wider than 20 feet wide (or such other less obtrusive configuration as may be allowed), and its design shall (i) be exempt from Subdivision Ordinance road design criteria, (ii) be reasonably acceptable to the Parties, and (iii) allow concurrent use as a pedestrian/bicycle trail. Upon completion of the Emergency Access by Developer, Developer will return its surface to as natural a state as reasonably possible, including needed re-vegetation and natural color restoration to minimize the appearance of previous disturbance as viewed from offsite. Developer will use existing, native material and provide a graded, passable surface reasonably acceptable to Town and graded in accordance with Section 8.2.3 of this Agreement. Developer will not be required to install pavement, a guard-rail, retaining walls or any type of irrigation system as part of the Emergency Access. Upon completion, the Town will inspect the Emergency Access and, upon approval, issue a Final Acceptance Letter. Following completion of Developer's work on the surface of the Emergency Access, and acceptance by Town, Town will maintain the Emergency Access, which obligation shall be reflected in an easement instrument or by reservation in the conveyance instrument.

5.3.3 Use of Access. The Emergency Access easement shall additionally provide that the Emergency Access shall be used for vehicular traffic only for utility, emergency vehicle, trail restoration/construction and McDowell Mountain Preserve maintenance purposes and otherwise by private vehicles for emergency use only in cases where the southern route to Adero Canyon is blocked or otherwise unusable or on other emergency situations when reasonably necessary for purposes of public safety or to preserve private property.

## 6. Utilities.

6.1 Permanent Utilities. Permanent utilities in Eagle Ridge Drive are required to be constructed in accordance with this Development Agreement, and will extend to the property line shared between the Adero Canyon Phase II property and the Preserve Land at the closest point to the Trailhead. Town and Developer agree that utilities are to be constructed by Developer in conjunction with construction of Eagle Ridge Drive and completed no later than July, 2020. Developer will connect the permanent utility service lines for the Trailhead for water, sewer and grid power, if needed, to the permanent utility lines in Eagle Ridge Drive. If permanent utilities for the Trailhead are not installed at such time as Developer installs permanent utilities in Eagle Ridge Drive, Developer will “stub” permanent utility service lines at the end of Eagle Ridge Drive but will have no obligation to connect such lines. This connection will be at the property line shared between the Adero Canyon Property and the Preserve Land at the closest point to the Trailhead. Thereafter, Town or utility provider as applicable, will be solely responsible for the cost to maintain the Facilities.

6.2 Water Tank Site. Prior to issuance of the first certificate of occupancy for the Property, Town and Developer, with the approval of the water utility, shall, at Developer’s sole cost and expense, (i) agree upon a precise location for a water tank necessary to serve the Adero Canyon Property, which water tank shall be located within the area generally depicted on **Exhibit D**, (ii) install and construct the water tank and ancillary lines, and (iii) execute such agreements as appropriate to carry out the purpose and intent of this Subsection. Notwithstanding the foregoing, if the water utility desires that Developer utilize inline storage instead of a water tank, the Parties will cooperate to facilitate inline storage; provided, that such inline storage will be subject to the reasonable approval of Town with respect to the provision of domestic water, fire flow pressure and related safety matters; and further provided, that Town’s cooperation will be at no cost or expense to Town.

## 7. Parcel Plats within Adero Canyon Phase II.

7.1 Revised Plats. The Parties agree and understand that Developer previously has submitted, and Town has approved, preliminary plats for the Property (“Preliminary Plats”), but that the Phase II PAD and other changes requested by Developer require that those Preliminary Plats be replaced. Concurrently with the execution and approval of this Agreement, Town has approved revised Preliminary Plats for the Property. It is the Parties’ intent that the Preliminary Plats, as revised, as well as any subsequent final plat will supersede any portions of any existing approved plat covering the Property. Unless otherwise provided herein, any references to the “Preliminary Plats” shall mean the Preliminary Plats, as revised, for the Property.

7.2 Plat Review. Town shall use its best efforts to promptly process and approve the applications for any further revisions to the Preliminary Plat and final plats, including improvement drawings in connection therewith, as soon as reasonably possible following submittal of same.

7.3 Private Access. In connection with its approval of the Preliminary Plat, Town shall do both of the following, if requested:

7.3.1 Private Streets. Approve the private rights-of-way within the Property as shown in the Preliminary Plat so long as the private rights-of-way are constructed in general conformance with Town's public street standards, unless modified herein (the Parties acknowledge that Eagle Ridge Drive shall be a public right-of-way).

7.3.2 Adero Canyon Phase II Gates. Approve gated entrances to such private rights-of-way from Eagle Ridge Drive.

8. Matters Relating to Development of Adero Canyon Phase II.

8.0 Zoning. Concurrent with the execution and approval of this Agreement, Town will approve the Adero Canyon Phase II PAD Rezoning Ordinance and approve the Phase II PAD.

8.0.1 Timing of Vesting. All zoning in the Property is vested upon Town Council approval of the Phase II PAD.

8.0.2 Vesting Defined. "Vested" means that Town shall not, without Developer's (or its successor's) written consent, (i) change the Adero Canyon Phase II PAD Rezoning Ordinance, or (ii) amend a zoning classification or take any other action in a manner which would apply to the Property, where any such change, amendment, or action would reduce the density, permitted uses, or lot development standards provided for hereunder or otherwise in effect as of the date hereof.

8.1 Density.

8.1.1 Approved Density. Pursuant to the Phase II PAD, Developer shall be permitted to develop, and Town shall approve for development, final parcel plats and site plans for no more than 205 single-family lots and 30 townhome units within the Phase II Property.

8.1.2 Limited Collector Roadway. Without limiting the foregoing, Town's Zoning Administrator has determined that the Emergency Access eliminates the single entrance 90-lot limitation for the Property set forth in Subdivision Ordinance Section 3.05 (A)(3)(e). The inapplicability of the 90-lot limitation shall be confirmed by the Town Council in connection with its approval of final parcel plats for parcels within the Property.

8.2 Subdivision Standards. Town's current Subdivision Ordinance establishes the standards for location and installation of infrastructure within the Property (the "Subdivision Standards"). The Parties agree that certain variations from the Subdivision Standards are appropriate for development within the Property, and that the Preliminary Plat

includes a number of such variations. The Parties agree to the following variations from the Subdivision Standards:

8.2.1 Cul-de-sac Streets. Town agrees that the Cul-de-sac Standards shall be modified in conjunction with its approval of the Preliminary Plat and final parcel plats to allow development of cul-de-sac streets within the Property no longer than 3000 feet, with no more than 35 lots. Developer shall use good faith efforts to limit the cross-slope of cul-de-sac bulbs to 8% where reasonably possible. Eagle Ridge Drive shall not be considered a cul-de-sac street for the purposes of the Subdivision Ordinance.

8.2.2 Loop Roads. Town agrees that the Subdivision Standards shall be modified in conjunction with its approval of the final parcel plats to allow development of the loop roads within the Property substantially in accordance with the standards approved on the Preliminary Plat.

8.2.3 Road Grades. Town hereby approves road grades above 15%, but no greater than 18%, for up to 400 feet within private hillside local roads within the Property, and road grades above 15%, but no greater than 20%, for the Emergency Access and utility access roads serving the Reservoir Sites. The Town Engineer may approve greater grades for portions of the Property upon application and review.

8.2.4 Retaining Walls. Town hereby approves (i) retaining walls with an average height of (a) six feet for cut slopes, without handrails and (b) eight feet for fill slopes, without handrails, unless a sidewalk or pathway is within five feet of a fill retaining wall or unless a roadway curb is within ten feet of a fill retaining wall, and (ii) that bridge and con arch abutments, head walls and wing walls are not considered retaining walls.

8.2.5 Roadway Design. Town has approved the Preliminary Plat, which provides for roadway design, including stopping distances and lines of sight, for certain private hillside local roads, local roads, and collector roads within the Property, pursuant to local streets and road standards.

8.2.6 Roadway Cross Sections. Town hereby approves the roadway cross sections set forth on **Exhibit E** as alternatives to the applicable Subdivision Standards. Roadway curbs may be rolled or 12", 18" or 24" ribbon style on all public and private streets except where rolled or vertical curbs are necessary for storm water management or public safety as determined by an independent Professional Engineer and confirmed by the Town Engineer.

8.2.7 Roadway Minimum Horizontal Curve Length. Town has approved the Preliminary Plat including certain roadways with minimum horizontal curve lengths less than the Subdivision Standards. Town agrees that the Subdivision Standards shall be modified in conjunction with its approval of the final parcel plats to allow development of the Property substantially in accordance with the horizontal curve standards on the Preliminary Plat. All Hillside Local roads may have a minimum horizontal curve length of 50 feet.

8.2.8 Sidewalks, Trails and Bicycle Paths. Town agrees that the Subdivision Standards shall be modified in conjunction with its approval of the Preliminary Plat

and subsequent final plats to allow development of the Property with sidewalks on one side of Local and Collector roads; provided, however, that nothing in this Agreement shall be deemed to modify the requirements that all sidewalks shall be constructed of Class A concrete. All cul-de-sacs with ten or fewer units need not have a sidewalk. The sidewalk for Eagle Ridge Drive may be constructed as a meandering, public-access trail separated from the paved roadway. Where necessary, the trail may extend beyond the Eagle Ridge drive right-of-way; provided that Developer shall dedicate to Town a ten-foot right-of-way for this trail for all portions outside the Eagle Ridge Drive right-of-way. The trail shall be within the Eagle Ridge Drive right-of-way at all road and wash crossings unless otherwise approved by Town. The trail shall (i) be six feet in width, (ii) be constructed of class A concrete, which may be colored and textured to blend with the native environment and (iii) except as to slope, be certified as meeting all requirements of the Americans With Disabilities Act. Developer or a property owners' association shall be solely responsible for any maintenance associated with sidewalks and trails on private property. Developer or a property owners' association shall also maintain the landscaping along all sidewalks and trails and shall be responsible for sweeping and other basic upkeep. Town shall be responsible for repairs to the surface of any sidewalks and trails within public right-of-way dedicated to Town.

8.2.9 Minor Collector Design. Town hereby approves modifying the Subdivision Standards for minor collector roads on the Property to permit a design speed of 25 miles per hour and a 250' minimum curve centerline radius.

8.2.10 Collector Road Improvements. Town hereby approves the elimination of turn pockets on Eagle Ridge Drive, except at the locations as shown on the Preliminary Plat.

### 8.3 Cuts and Fills.

8.3.1 Existing Waivers. The cut and fill waivers shown on Exhibit F attached hereto (the "Cut and Fill Waivers") hereby replace any previously existing and applicable cut and fill waivers.

8.3.2 Further Waivers. Any additional cut and fill waivers as may be necessary for the development of residential structures on the Property shall be subject to the approval procedure set forth in Section 5.03(D) of the Zoning Ordinance, as the standards for granting such waivers have been implemented to date by the Town Council.

8.3.3 Mountain Cut Standards. Town has concurrently approved the Preliminary Plat, which, where permissible in the reasonable judgment of Developer's independent soils engineer, provide for (i) cut slopes of up to four feet in height with completely vertical inclination (without retaining wall), and (ii) exposed cut slopes equal to one foot horizontal for every two feet vertical (for cut slopes up to six feet in height) (the "Mountain Cut Standards"). Grading standards shall follow the standards approved on the Preliminary Plat. Notwithstanding the foregoing, terraced retained slopes may be up to 3:1 for fill slopes and 2:1 for cut slopes between terraced retaining walls. Un-retained slopes may exceed ten feet for cut slopes so long as the natural material is stable and shall be as prescribed by the Town Engineer. Town agrees that the Subdivision Standards shall be modified in conjunction with its approval of

the final parcel plats to allow development of the Property in accordance with the Mountain Cut Standards.

#### 8.4 Subdivision Ordinance Section 5.04(E) Approval.

8.4.1 Disturbance Buffers. The Parties acknowledge that (i) Section 5.04(E) of the Subdivision Ordinance provides for fencing (as set forth in Subdivision Ordinance Section 5.04(E)(1)), or disturbance buffers (as set forth in Subdivision Ordinance Section 5.04(E)(2)), in order to protect “an area at least equal to the hillside protection requirements of the lot, parcel or tract,” and (ii) Subdivision Ordinance Section 5.04(B) provides that “[d]isturbance within street rights-of-way shall be exempted from the horizontal hillside disturbance limitations of this ordinance.”

8.4.2 Exempt Areas. Town agrees that Subdivision Ordinance Section 5.04(E) is not applicable to development of the street rights-of-way, utility corridors outside of street rights-of-way, and other areas disturbed in connection with the installation of subdivision improvements for the Property.

8.4.3 Alternative Marking For Rights-of-Way. Town acknowledges that the street rights-of-way disturbance in connection with development of the Property is exempt from the disturbance buffers and fencing provisions of Subdivision Ordinance Section 5.04(E) and accordingly in compliance with said section. Notwithstanding the foregoing, disturbance corridors shall be delineated with iron stakes and ropes, which shall be maintained in place during the period of construction of the applicable street right-of-way.

8.5 Driveway Locations. Town agrees that, to the extent consistent with the driveway requirements in Town’s adopted Fire Code, it shall not withhold approval of the final parcel plats based on non-conformance with the driveway restrictions set forth in Section 7.03(A) of Town’s Zoning Ordinance, as amended; provided, however, that any such nonconforming driveways shall be located as permitted by Town’s Engineer in his reasonable discretion, including at locations within 100 feet of a bridge or major drainage structure. Notwithstanding the foregoing, there shall be no shared driveways and no driveway easements across one lot for the benefit of another lot on any single family residential lot; each single family residential lot shall have direct access through its own street frontage.

8.6 Sanitary Sewer. The sanitary sewer system for the Property will be designed per the specifications of the Fountain Hills Sanitary District and subject to approval by the Fountain Hills Sanitary District and Town.

8.7 Water. The water systems for the Property shall be designed to specifications established by EPCOR and subject to approval by Town relating to fire flow demand.

8.8 Miscellaneous Engineering Matters. Town hereby approves (i) private roadways using CMP pipe to carry street flows; (ii) warranty curb replacement at five-foot intervals; (iii) roadways with drop manholes, and (iv) other minor variations from Town staff policy, as set forth in this Agreement (the “Miscellaneous Matters”). Town’s Engineer shall approve development within the Property pursuant to the Miscellaneous Matters. Minor draws

and drainage channels that do not require US Army Corps of Engineers permits may be modified or relocated so long as downstream drainage flows are not materially impacted. Facilities for the collection of water shall be designed so as to retain safely and adequately the maximum expected storm water runoff volume equal to the difference between the predevelopment condition and the post development condition for a 100-year storm event. Detention basins shall be sized for specific drainage requirements for the Property. Detention basins need not be oversized, and no land area will be required to be set aside for additional uses

9 Additional Obligations.

9.0 Eagle Ridge Drive. The Parties acknowledge that Eagle Ridge Drive as located on the Preliminary Plat (as subsequently amended) shall remain a public roadway.

9.0.1 Maintenance of Temporary Roadway Segment. Developer shall be solely responsible for maintaining and repairing the portion of Eagle Ridge Drive north of the Adero Canyon Parcel 2 entrance constructed as a temporary roadway (the "Temporary Roadway Segment") until it is replaced with the permanent road and utility improvements.

9.0.2 Access to Trailhead. Access to the Trailhead prior to completion of the permanent road over the Temporary Roadway Segment shall be provided as follows:

(i) Access by Town to the Trailhead for the purpose of maintaining the Trailhead will be provided without interruption after completion of the construction of Eagle Ridge Drive.

(ii) During construction of the permanent road improvements to replace the Temporary Roadway Segment, Developer may restrict public access during the time periods when, in the reasonable judgment of Developer, public access cannot be safely permitted or would unreasonably interfere with Developer's construction activities. At times when such public access is restricted, pedestrian/bicycle public access will be provided subject to prohibition of use of such trail at such times when in the reasonable judgment of Developer, the use of such areas would not allow for safe public access. To accommodate this, Town acknowledges that temporary rerouting of this trail may be necessary during construction, which temporary routes will be of a natural surface. During this period, Developer shall provide for (i) signage and barricading to clearly indicate road closure and the alternate access to the Trailhead and (ii) temporary parking along Eagle Ridge Drive for the number of cars that can reasonably be accommodated in that area, allowing for safe ingress and egress, as well as the passage of construction equipment. Any disturbance required to provide such temporary parking shall not count toward the Disturbance Allowance.

9.0.3 Permanent Roadway. Developer shall replace the Temporary Roadway Segment with permanent road improvements prior to issuance of the first certificate of occupancy for a Dwelling Unit within any lot or parcel in any part of the Adero Canyon Phase II Property, but no later than December 15, 2020.

9.1 Utility Location. Developer shall use good faith efforts to avoid locating wet utilities (i.e., water, sewer, and natural gas) within unfilled wash areas within the Property.

In connection therewith, Developer shall be permitted to suspend wet utility lines below bridges, if applicable.

9.2 Custom Signage and Landscaping. Developer shall submit a sign plan to Town for approval which signage will conform generally with Adero Phase 1. A property owners' association shall be responsible for the maintenance of any custom signage and landscaping along all rights-of-way including the public right-of-way for Eagle Ridge Drive. Custom signage for vehicular control shall convey the basic principles that govern design in accordance with the most current edition of the Manual on Uniform Traffic Control Devices.

9.3 Wildlife Sensitivity. Developer shall construct wildlife sensitive crossings within the Property. The Town agrees that Developer may meet this obligation by utilizing bridges, con-arch structures and or large box culverts, subject to Town approval, so long as designs incorporate concrete bottoms or sandy bottoms with rip rap under the sand and along the sides as necessary for adequate erosion control.

## 10 Town Regulation of Development.

10.1 Model Homes. Town shall allow the construction of up to five model homes in each parcel before substantial completion of roads (not including Eagle Ridge Drive, which is governed by Subsection 9.0.3) and utilities so long as operable fire hydrants and all-weather fire access are in place to serve the fire protection needs (i.e. adequate pressure and volume) for the homes. Certificates of Occupancy for these homes shall not be issued until finished roadways (subject only to paving of the "final lift") are complete and potable water, sewer and electrical power services are operational to the homes and approved by Town for use.

10.2 Parking. On-street parking on private streets shall be permitted on the non-sidewalk side of streets only, so long as a 20-foot drivable area remains in the right-of-way for passage of emergency vehicles.

10.3 To the extent that any new or amended rules, regulations, or official policies of Town not specifically enumerated in this Agreement above conflict with the Preliminary Plat or this Agreement, then the Preliminary Plat and this Agreement as applicable, shall control.

10.4 Moratorium. Town may enact any moratorium, ordinance, resolution or other land-use rule or regulation or limitation on the rate, timing or sequencing of the development of the Property that applies equally to all vacant residential lots in Fountain Hills, and is otherwise permitted pursuant to A.R.S. § 9-463.06 in effect as of the date hereof.

10.5 Utilities. Developer acknowledges that Town, at the date of execution of this Agreement, provides no municipal utility services (except fire service, if applicable) and Town has no control over the provision of such services by other entities and makes no representation with respect to the availability of such services provided by other entities. Notwithstanding the foregoing, Town agrees that in the event it provides municipal utility services in the future, Town (i) shall make such services available to the Property on the same terms of availability as are applicable to other real property served by Town, (ii) shall continue to provide such services as reasonably required in connection with development and use of the

Property, and (iii) shall not adopt policies and procedures with respect to the provision of such services which would delay development of the Property.

11 Review Fees. If expedited review of any plans is requested by Developer, upon receipt of such a request, Town shall discuss the request with Developer and Town staff to determine who Town will retain as its outside consultant to complete the expedited review. Once the Parties reasonably agree on (i) the applicable time frame for review, (ii) the applicable outside consultant, and (iii) the consultant's total fees, Developer will be responsible to promptly pay Town's actual cost related to outsourcing as such costs are billed to Town. Town shall complete the review process as outlined above in a timely manner. If Town needs or desires technical expertise beyond its internal expertise for items for which fees are payable by Developer, Town may engage such experts as it deems necessary according to the process above and all costs of such experts shall be the responsibility of Developer.

12 Cooperation and Alternative Dispute Resolution.

12.1 Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, upon the request of Developer or Town, Town and Developer shall each designate and appoint a representative to act respectively on behalf of Town and its various departments and Developer, except as otherwise provided in this Agreement or by law. The initial representative for Town shall be Town's Attorney, and the initial representative for Developer shall be its General Counsel, or other party, as identified by Developer from time to time. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement, and shall cooperate in order to facilitate any third-party action needed to complete the actions contemplated by this Agreement.

12.2 Impasse Procedure. If an impasse or dispute arises out of or relates to this Agreement, or the breach thereof, including without limitation the submittal, its interpretation or intent, or processing and approval of the final parcel plats, the Parties agree to first try in good faith to settle the dispute by negotiation. In the event of any such negotiation, the Parties shall personally meet in an effort to resolve such dispute within twenty (20) days of written request to do so by either Town or Developer.

12.3 Default Cure. Upon a failure or unreasonable delay by any Party to perform or otherwise act in accordance with any term or provision of this Agreement, and failure of the procedures set forth in Section 12.1 and Section 12.2 above, the other Party may give written notice of default specifying the nature of the failure or delay and the manner in which it may be satisfactorily cured, if possible. In the event such failure or delay is not cured within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may seek as its remedy, either the damages reasonably related to the breach or specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party promptly (i) provides written notice to the non-defaulting Party and (ii) commences to cure its nonperformance and thereafter diligently

continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days.

13 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Town: Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Attn: Grady Miller, Town Manager

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Developer: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received (i) when delivered to the Party in person or by facsimile, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14 General Provisions.

14.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Town or 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.

14.2 Headings. The descriptive headings of the sections and 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.

14.3 Exhibits. 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.

14.4 Further Acts. Each of the Parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. Without limiting the generality of the foregoing, Town shall timely cooperate and process promptly any requests and applications for any necessary approvals relating to the development of the Property by Developer and its successors and assigns, or otherwise provided for hereunder. Town's cooperation, processing and approvals of matters with respect to the Property shall not be withheld or delayed so as to unreasonably impede development of the Property.

14.5 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

14.6 Third Parties. No term or provision of this Agreement is intended to or 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 or cause of action hereunder.

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

14.8 Amendments. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties hereto. Except as otherwise provided herein, any such amendment shall be adopted as required by law.

14.9 Good Standing; Authority. Each of the Parties respectively represents and warrants to the other (i) that it is duly formed and validly existing under the laws of Arizona, with respect to Developer, or a municipal corporation within the State of Arizona, with respect to Town, (ii) that it is respectively a Delaware limited liability company duly qualified to do business in the State of Arizona or an Arizona municipal corporation and is in good standing under the applicable state laws, and (iii) that the individual(s) executing this Agreement on behalf of the respective Parties is authorized and empowered to bind the Party on whose behalf each such individual is signing and that all necessary corporate, Town Council or other approvals or consents necessary to the effectiveness of this Agreement have been granted or obtained.

14.10 Legality. Town hereby represents that:

14.10.1 Valid Approval. Town has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Agreement and obligate Town hereunder; and

14.10.2 Valid Authority. Town has the authority to enter into this Agreement and comply with its requirements.

14.11 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect and this Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The Parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses Town from undertaking any contractual commitment to perform an act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit Town to take such action at its discretion.

14.12 Termination Upon Sale of Lots. This Agreement will automatically terminate as to any Lot (defined below), without the necessity of any notice, agreement or recording by or between the Parties, any time the required certificates of occupancy are issued by the appropriate Town official for all buildings on a Lot. A "Lot" (collectively, "Lots") shall be any part of the Property, including common areas, that is identified in a recorded residential subdivision plat or site plan that has received final approval from Town. This Agreement shall automatically terminate as to any part of the Property that is dedicated by deed, map of dedication or otherwise for public or governmental facilities and uses. Nothing contained in this Section 11.12 shall affect any obligation, tax, charge, assessment, encumbrance or other lien imposed on any Lot by Town, a community facilities district or any other special taxing district.

14.13 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the internal laws of Arizona, without reference to conflict of laws principles, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.14 Notice of Right to Cancel. Town notifies Developer of the provisions of A.R.S. § 38-511, which provides, *inter alia*, that the state, its political subdivisions or any department or agency or either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The Parties acknowledge that no person significantly involved in initiating negotiating, securing, drafting or creating this Agreement on behalf of Town either is an employee or agent of

Developer, in any capacity, or a consultant to Developer with respect to the subject matter of this Agreement.

14.15 Time of Essence; Force Majeure. Time is of the essence of this Agreement and each provision hereof. Any delay or failure in the performance by any Party hereunder shall be excused if and to the extent caused by the occurrence of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure including, without limitation, hard dig and blasting not identified in an independent geotechnical report; referendum; law suits; construction delays not due to Developer's actions; acts of God; fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, or accident; restraint of government, governmental acts, or injunctions; labor unrest or strikes which prevent the furnishing of materials, equipment, or labor; and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences. Each Party shall notify the other not later than 30 days following the date on which such Party has knowledge of the Force Majeure event. If such notice is not provided within that 30-day period, the applicable extension shall be reduced by the time period commencing after such 30-day notice period has expired, until such notice is given. Each party shall update the other as to the status of the continuance of such Force Majeure.

14.16 Attorney's Fees. If either Party hereto shall bring suit against the other as a result of any alleged breach or failure by the other Party to perform any obligations under this Agreement or in any exhibit or other document delivered pursuant hereto, or shall seek declaratory relief with respect to any provision hereof, then in such event, the prevailing Party in such action shall, in addition to any other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' fees and expert witness expenses incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both trial and appellate levels.

14.17 Counterparts. This Agreement may be executed in counterparts, all of which together shall be deemed to constitute one instrument, and each of which shall be deemed an original. In addition, the Parties acknowledge and agree that facsimile or scanned and electronically transmitted signatures shall be deemed valid and binding, and thereafter, upon request of either Party, each Party agrees to deliver original signed copies of this Agreement to the other Party.

14.18 Non-Default. By executing this Agreement, all parties affirmatively assert that (i) the other parties are not currently in default, nor have been in default at any time prior to this Agreement that has not been cured, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Agreement are forever waived.

14.19 Termination or Continuation of Agreement. Developer intends to convey title to the Property on or before September 30, 2018 (the "Conveyance Date"). If Developer does not convey title to the Property by the Conveyance Date, then Developer will give notice to the Town to be received by Town on or before October 31, 2018 (the "Deadline Date") that

Developer has, in its sole election, elected either (i) to terminate this Agreement, in which event this Agreement shall automatically and without further act or notice required, terminate, and neither Town and Developer will have any rights or obligations under this Agreement (and, in which event, the Property will be subject to the Settlement Agreement); or (ii) to waive its right to terminate this Agreement, in which event the rights and obligations of Town and Developer under this Agreement will remain in full force and effect. The failure of Developer to provide to Town written notice of its election pursuant to this Section 14.19 by the close of business on the Deadline Date will constitute Developer's irrevocable election under clause (ii) above.

14.20 Assignment. Developer may not assign its rights under this Agreement apart from a conveyance of the Property, and Developer must assign all of its right, title and interest in, and obligations under, this Agreement to a transferee in connection with a conveyance of the Property.

14.21 No Boycott of Israel. Developer certifies pursuant to A.R.S. §35-393.01(A) that it is not currently engaged in, and for the Term of this Agreement will not engage in, a boycott of Israel.

14.22 Waiver of Claim under A.R.S. §12-1134. As an inducement to Town to approve and enter into this Agreement, Developer agrees to and does knowingly waive any and all rights to compensation for diminution in value of the Property pursuant to A.R.S. § 12-1134 that may now or in the future exist as a result of Town's entering into, approval or performance of, any condition, term and/or agreement contained in this Agreement, including (but not limited to) the Adero Canyon Phase II PAD Rezoning Ordinance , any amendment to Town's General Plan, the PAD and amendments to the PAD, and all similar actions of Town authorized or contemplated by this Agreement, or taken or performed in furtherance of this Agreement (collectively, "Waiver"). This Waiver is effective from and after the Effective Date of this Agreement; supersedes any prior agreements or understandings between Developer and Town concerning the Property; and may not be modified or amended except by properly executed and recorded written agreement of Developer and Town. This Waiver runs with the land and is binding upon all present and future owners of the Property. Developer agrees to indemnify, defend, pay and hold Town (including its employees and elected officials) harmless for, from and against any and all claims made, asserted or alleged in connection with a violation of A.R.S. § 12-1134 by any other person or entity who has claims and interest in the Property as of this date.

[SIGNATURES ON FOLLOWING PAGES]





Exhibit "A"

**PROPERTY DESCRIPTION**

PARCELS 2, 3, 4, 5, 6, 9, 10 AND 10A OF ADERO CANYON, ACCORDING TO THE REPLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 1220 OF MAPS, PAGE 28.

EXCEPT ALL OIL, GASES AND OTHER HYDROCARBON SUBSTANCES, COAL, STONE, METALS, MINERALS, FOSSILS AND FERTILIZERS OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, IN, OR UNDER THE PROPERTY, AS RESERVED ON DEED RECORDED DECEMBER 30, 1993 AS 93-0921340, OF OFFICIAL RECORDS.

EXCEPT ALL UNDERGROUND WATER IN, UNDER OR FLOWING THROUGH SAID PROPERTY AND WATER RIGHTS APPURTENANT THERETO, AS RESERVED ON DEED RECORDED DECEMBER 30, 1993 AS 93-0921340, OF OFFICIAL RECORDS.

**[TO BE REVISED TO EXCEPT THE VERIZON PARCEL]**



# A D E R O C A N Y O N

PHASE II  
PAD Application  
PARCELS 2, 3, 4, 5, 6, 9, 10 & 10A

August 28, 2017  
2ND SUBMISSION: October 18, 2017



Town of Fountain Hills, Arizona

**Toll Brothers**  
America's Luxury Home Builder®

  
**SWABACK PARTNERS** pllc  
Architecture • Planning • Interior Design



**Applicant**

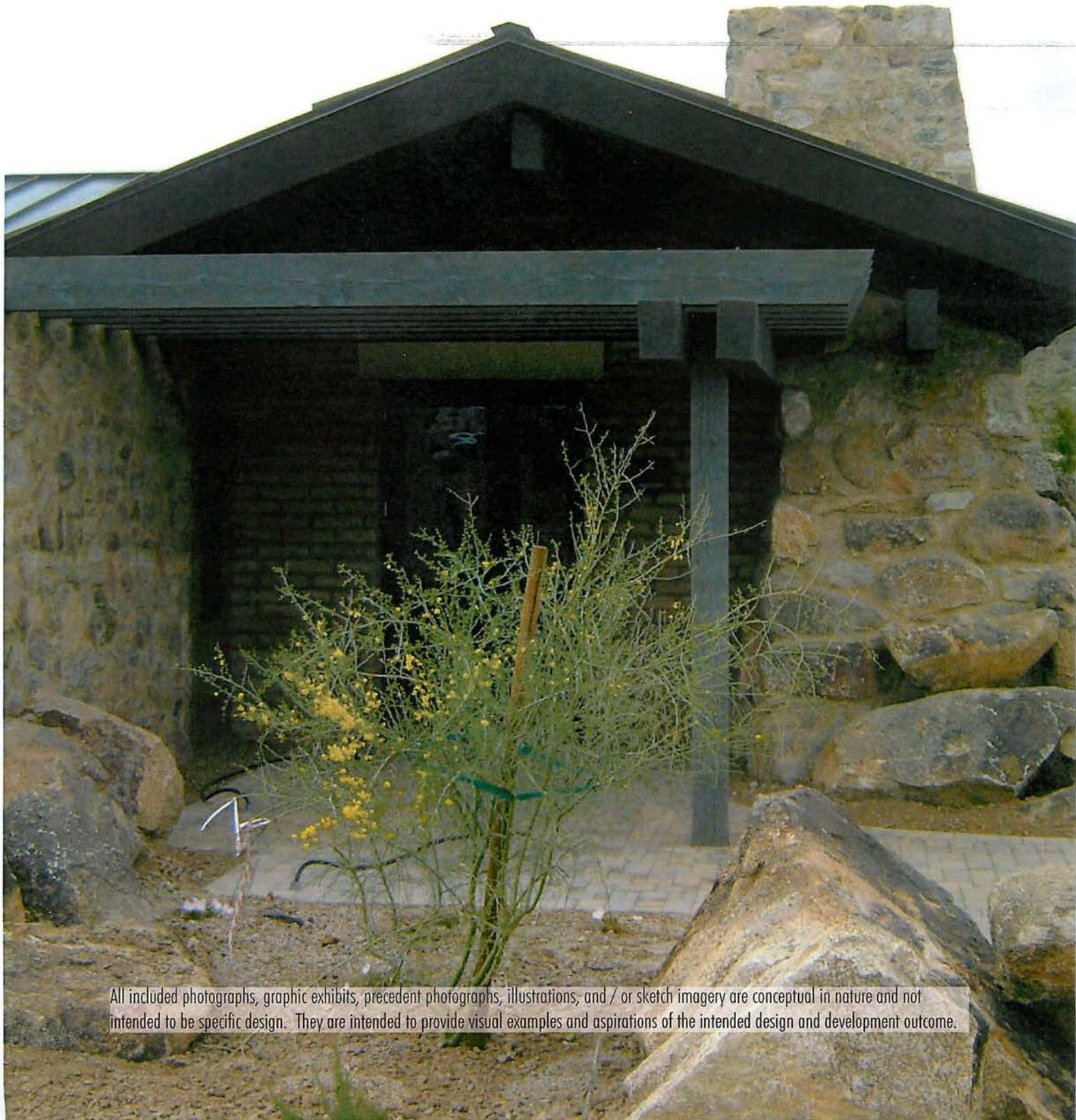
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Toll Brothers Inc. (on behalf of Adero Canyon II, LLC)  
8767 E. Via de Ventura  
Suite #390  
Scottsdale, AZ 85258  
T: 480-951-0782  
Contact: Mr. Jeff Nielsen, Director of Land Acquisitions

**Team**

---

- Berry Riddell LLC (Land Use Attorney)  
6750 E. Camelback Rd. Suite #100, Scottsdale, AZ 85251  
T: 480-682-3902  
F: 480-385-2757  
Contact: Ms. Wendy R. Riddell, Esq.
  
- Swaback Partners (Planning and Design)  
7550 East McDonald Drive, Scottsdale, AZ 85250  
T: 480.367.2100  
F: 480.367.2101  
Contact: Mr. Jeffrey Denzak, Partner
  
- Sustainability Engineering Group, LLC (Civil Engineering)  
8280 E. Gelding Dr. Suite 101, Scottsdale, AZ 85260  
T: 480.588.7226  
Contact: Ali Fakih



All included photographs, graphic exhibits, precedent photographs, illustrations, and / or sketch imagery are conceptual in nature and not intended to be specific design. They are intended to provide visual examples and aspirations of the intended design and development outcome.

<b>1.</b>	<b>Introduction</b>	<b>p 7</b>
	<ul style="list-style-type: none"> <li>a. The Applicant</li> <li>b. Adero Canyon</li> <li>c. The Proposed Planned Area Development</li> <li>d. Legal Description</li> </ul>	
<b>2.</b>	<b>The Site and Context</b>	<b>p 24</b>
	<ul style="list-style-type: none"> <li>a. Site Conditions</li> <li>b. Location Map</li> <li>c. Topography</li> <li>d. Slope Analysis</li> <li>e. Major Vegetative Cover</li> <li>f. Drainage, Streams and Water Ponding</li> <li>g. Natural Features</li> </ul>	
<b>3.</b>	<b>Development Objectives</b>	<b>p 42</b>
	<ul style="list-style-type: none"> <li>a. Design Philosophy</li> <li>b. Land Uses &amp; Development Standards</li> <li>c. Community Theme</li> <li>d. Architectural Concepts</li> <li>e. Grading Standards</li> <li>f. Sewer System</li> <li>g. Water System</li> <li>h. Circulation / Streets Plan</li> <li>i. Site Design and Landscape</li> <li>j. Open Space Improvements</li> <li>k. Signage</li> <li>l. Transition from Existing Context</li> <li>m. Compliance with Existing Agreements</li> <li>n. Community Property Owners Association</li> </ul>	
<b>4.</b>	<b>Positive Impact on Fountain Hills</b>	<b>p 80</b>
	<ul style="list-style-type: none"> <li>a. Population and Schools</li> <li>b. Traffic and Streets</li> <li>c. Public Utilities</li> <li>d. Trails &amp; Trailhead Access</li> <li>e. Fire and Life Safety</li> <li>f. Economic Impact</li> </ul>	
<b>5.</b>	<b>Compatibility with the General Plan</b>	<b>p 82</b>
<b>6.</b>	<b>Phasing Plan</b>	<b>p 92</b>
<b>7.</b>	<b>A Note on Sustainability</b>	<b>p 94</b>

THE ONE WHO ALIGNED



# 1. INTRODUCTION

## a. The Applicant

Toll Brothers has entered into an agreement with Adero Canyon II, LLC (the current property owner) to purchase the remaining undeveloped lands within Adero Canyon. This agreement is contingent on all associated approvals and Town agreements necessary to allow Toll Brothers to secure new entitlements based on the following refined development plan for the community. As such, Adero Canyon II, LLC, has legally granted Toll Brothers the authority to submit this Planned Area Development (PAD) as well as the associated documentation.

Based on the above parameters, Toll Brothers is the identified "Applicant" of this PAD document. Toll Brothers, a publically traded company on the New York Stock Exchange (NYSE), is a national industry leader in building high-end luxury oriented master plan communities. This award winning Fortune 500 company is well known for embracing a dedicated commitment to quality, customer service and design excellence. For the past three years in a row, Toll Brothers has been ranked the #1 home builder worldwide on the Fortune Magazine "World's Most Admired Companies" list.

Toll Brothers has developed numerous successful and award winning communities throughout the Phoenix Valley over the past two decades proven to be attractive to families. Lead by Bob Flaherty, Division President, Toll's core focus has been in North Scottsdale and the northeast valley and has resulted in several celebrated communities such as Windgate Ranch, Saguaro Estates and most recently Talon Ranch. Toll Brothers is very familiar with Adero Canyon. Over the past three years, Toll Brothers has contracted with Adero Canyon II, LLC on the purchase of two key parcels within Adero Canyon (Parcels 1 and 7). These two neighborhood enclaves (Hawkeye and Stoneview) are currently being developed by Toll Brothers, including several active home sales. The initial development effort has been very successful. Toll Brothers' model home at Stoneview- "The Sullivan" (a new residence designed specifically for the Adero project) was recently awarded the Home of the Year Award by the Pacific Coast Builders Conference for planning, home design and construction excellence. "The Parker", Toll's second model at Adero was also awarded a Grand Award. The winners were selected from over 600 entries worldwide.

"This Home of the Year should be applauded and serve as a standard for all as an example of not compromising design and showing what's possible in housing today."

PCBC Design Jury, July 2017

Toll Brothers looks to expand on this success with the proposed refined development strategy for Adero Canyon.

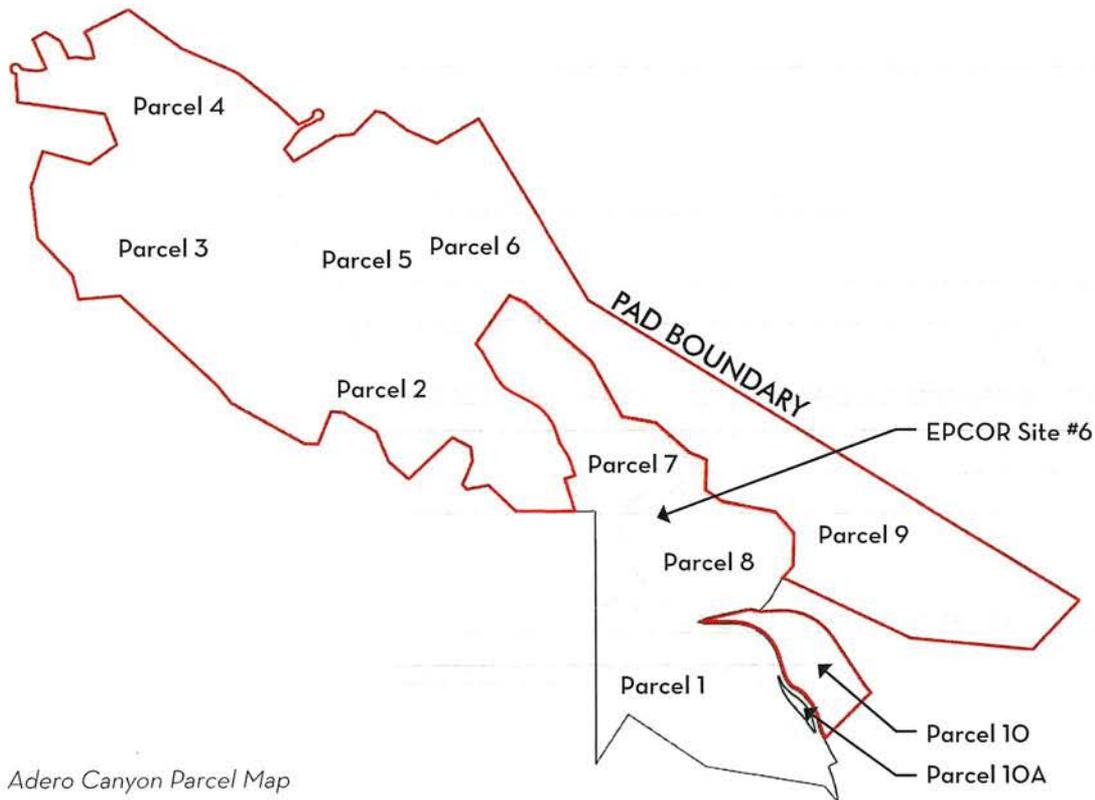
## b. Adero Canyon

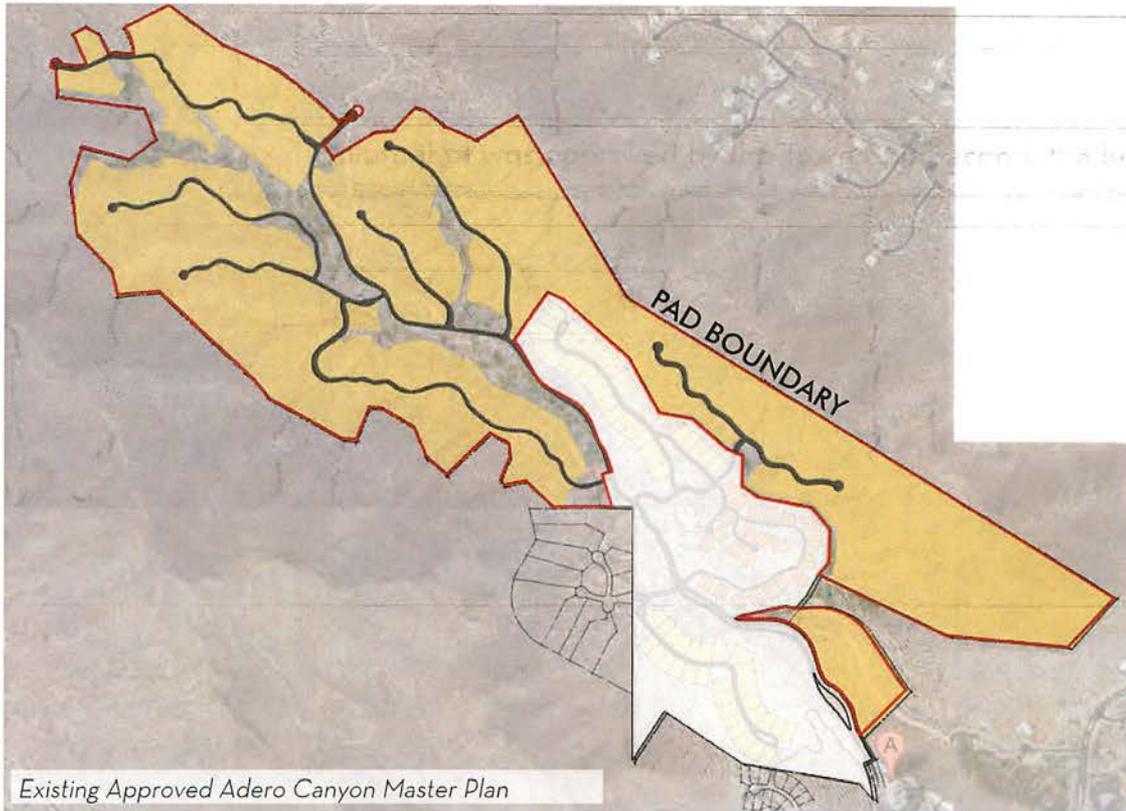
Adero Canyon (formerly referred to as Eagle Ridge North) is a 432 acre box canyon adjacent to the McDowell Mountains with exceptional views of the southwest valley.

In 2014, MCO Properties coordinated with the Town of Fountain Hills and submitted a redevelopment plan, that was approved by the Town and became the basis for the recently completed initial phase of site improvements on the property as well as the first three neighborhood enclaves currently being built-out (two Toll Brothers neighborhoods and a Camelot Homes neighborhood of single family attached homes).

Over the past three years, the elite custom home buyers continued to evade the housing market. National housing trends continue to show that the market for large custom estates has dwindled and concurrently, new home buyers are looking for smaller homes, homes with less maintenance and lock and leave housing options. These trends also align with what's been occurring in the Phoenix Valley.

Based on Toll Brothers' national experience, particular knowlege of Phoenix housing trends and their current commitment to Adero Canyon, Toll believes that the proposed development plan will position Adero Canyon for significant success over the coming years and become an important brand asset for all of Fountain Hills.





### c. Proposed Planned Area Development

The proposed PAD encompasses 325 acres, or 75% of the total Adero Canyon property area. The accompanying exhibits (Proposed Zoning exhibit on page 11) visually show the extent of the proposed amendment area. The majority of the "core" area of the property (in white) is not part of the PAD and represents those areas that have been recently improved and part of current Toll Brothers and Camelot Homes development and sales efforts. The PAD will again refine the residential product mix within the boundaries identified and go from large custom hillside lots to a mixture of more traditional housing products.

Specifically, this request is to amend the following:

1. Go from a currently approved unit count of 238 down to 235 units. A portion of these units are shifting to the northwest area of the property where buildable areas are more conducive (the total unit count, for both the Phase I PAD and the Phase II PAD goes from 343 previously approved units down to 340 units).

Previously Approved PAD and Master Plan allowed for the following:

Semi-Custom Home units:	61
Townhome units:	<u>44</u>
<b>Total Units Previous Approved:</b>	<b>105</b>

Proposed Phase II PAD is as follows:

Semi-Custom Home Units:	205
Townhome Units	<u>30</u>
<b>Total Units Requested:</b>	<b>235</b>

2. Remove all the proposed custom lots up along the ridges (in the most difficult hillside terrain) and place the majority of that land area within an open space category to remain natural desert- totaling 167 acres, almost 51% of the PAD area (40% of the total development area) would go from privately held land to preserved open space.

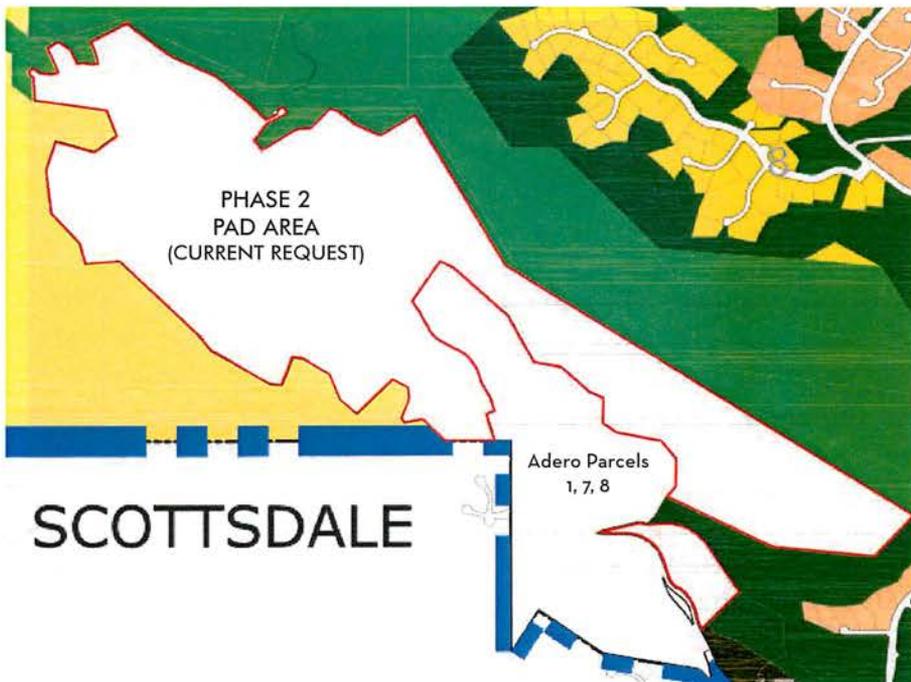
3. Reconfigure and reclassify residential land uses (including the semi-custom designation and the townhome designation approved with the previous PAD) to better fit within the physical context of the land as well as better align with home buyer preferences and market conditions.



The accompanying exhibits illustrate the difference in zoning relative to the current and proposed conditions. The key changes to zoning go from R1-43 to OSR (Open Space Recreation) and to the proposed Semi-Custom lot designation and the Townhome designation per this document. The other significant zoning change goes from Multi-family to OSR.

In addition to the PAD, the applicant will be submitting concurrently a proposed Major General Plan Amendment based on coinciding proposed refinements to the Town's General Plan. All these applications and associated submittals will include careful coordination with the Town's Attorney relative to updates to the associated Development Agreement (under separate cover).

EXISTING ZONING



PROPOSED ZONING

### Fountain Hills - General Plan 2010 -

Existing Zoning	
<b>Single-Family Residential Districts</b>	
[Yellow]	R1-150 / 1 du per 150,000 sq ft
[Light Yellow]	R1-43 / 1 du per 43,560 sq ft
[Light Orange]	R1-35 / 1 du per 35,000 sq ft
[Orange]	R1-18 / 1 du per 18,000 sq ft
[Dark Orange]	R1-10 / 1 du per 10,000 sq ft
[Red-Orange]	R1-8 / 1 du per 8,000 sq ft
[Red]	R1-6 / 1 du per 6,000 sq ft
<b>Multi-Family Residential Districts</b>	
[Light Brown]	M-1 / 1 du per 5,445 sq ft
[Brown]	M-2 / 1 du per 4,356 sq ft
[Dark Brown]	M-3 / 1 du per 3,630 sq ft
[Dark Brown]	R-2 / 1 du per 4,000 sq ft
[Dark Brown]	R-3 / 1 du per 3,000 sq ft
[Dark Brown]	R-4 / 1 du per 2,000 sq ft
[Dark Brown]	R-5 / 1 du per 1,740 sq ft
<b>Commercial Districts</b>	
[Blue]	C-O / Commercial Office
[Light Blue]	C-C / Common Commercial
[Medium Blue]	C-1 / Neighborhood Commercial
[Dark Blue]	C-2 / Intermediate Commercial
[Black]	C-3 / General Commercial
<b>Employment Districts</b>	
[Light Blue]	IND-1 / Planned Industrial
[Medium Blue]	IND-2 / Light Industrial
[Dark Blue]	TCCD / Town Center
[Light Blue]	L-1 / Very Low Density Lodging
[Medium Blue]	L-2 / Low Density Lodging
[Dark Blue]	L-3 / Medium Density Lodging
[Star]	UT / Utility
<b>Recreational District</b>	
[Green]	OSR / Open Space Recreational
[Light Green]	OOC / Open Space Conservation
[Dark Green]	OSP / Open Space Preservation
[Blue/White]	Fountain Hills
[Dashed Line]	Jurisdictional Boundaries
[Thick Line]	Arterial ROW
[Double Line]	State Highway

The resulting plan puts in place a **“Conservation Community”**, a strategy to **group development areas more closely together** and, at the same time, dedicate a substantial amount of perimeter property area (which in the case of Adero Canyon had been previously planned for private ownership and development) to **protected open space which allows for the use as part of community trails and connectivity**.

Conservation Communities are a fairly recent trend in the development industry and we think this refined strategy for Adero Canyon aligns very well with the targeted buyer profile who is passionate about living in special environments that include a significant amount of protected open space.

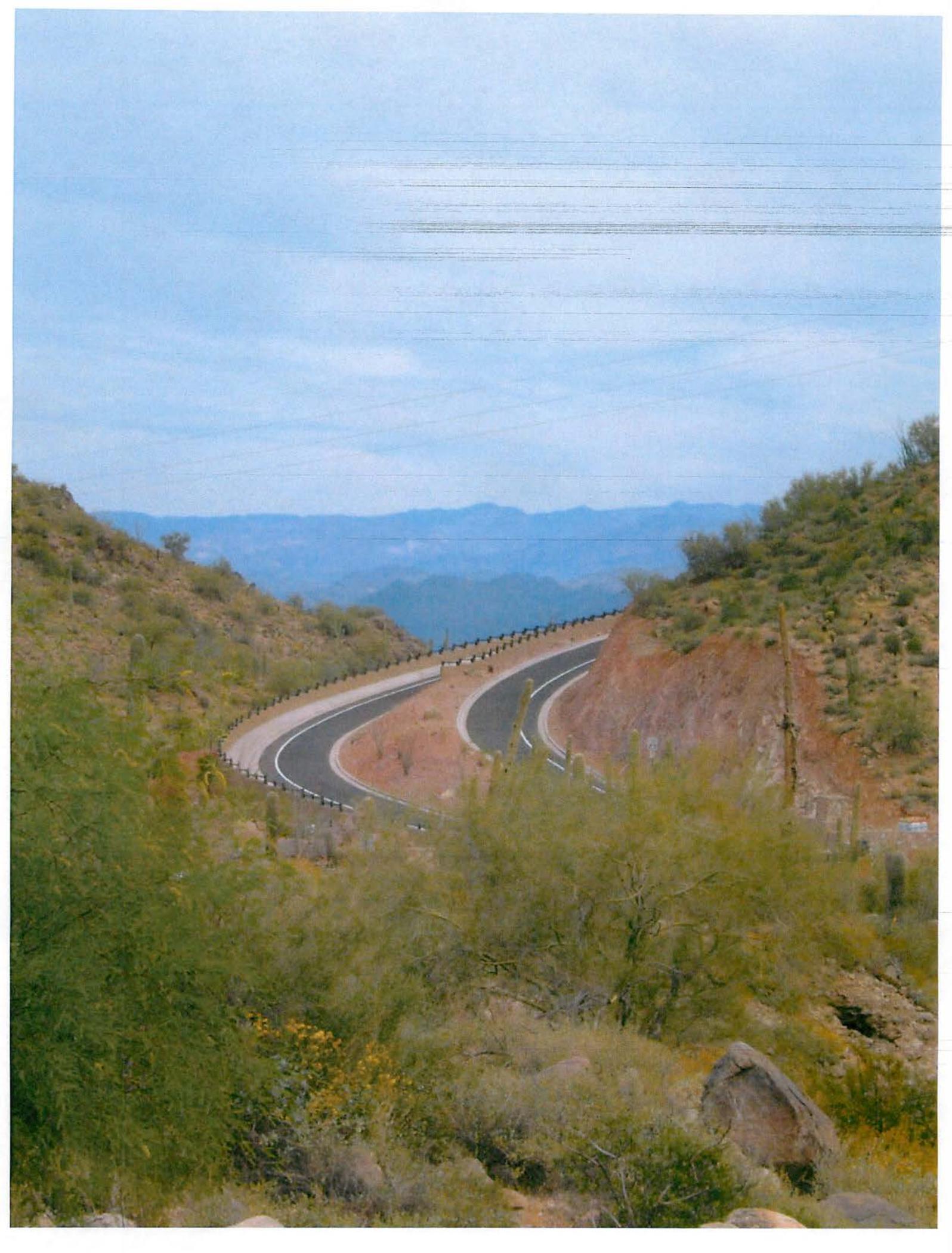
4. Change Adero Parcels 9 and 10 totally to Open Space Recreation.

5. Eagle Ridge Drive is dedicated as a public right of way from the entrance of Adero Canyon to the proposed/ future trailhead at the northern end of the Canyon. Eagle Ridge Drive and the meandering trail (previously approved and established in the 2014 PAD and installed per the most recent site improvements) shall be completed as part of the associated construction in the remaining parcels as required by the Development Agreement.

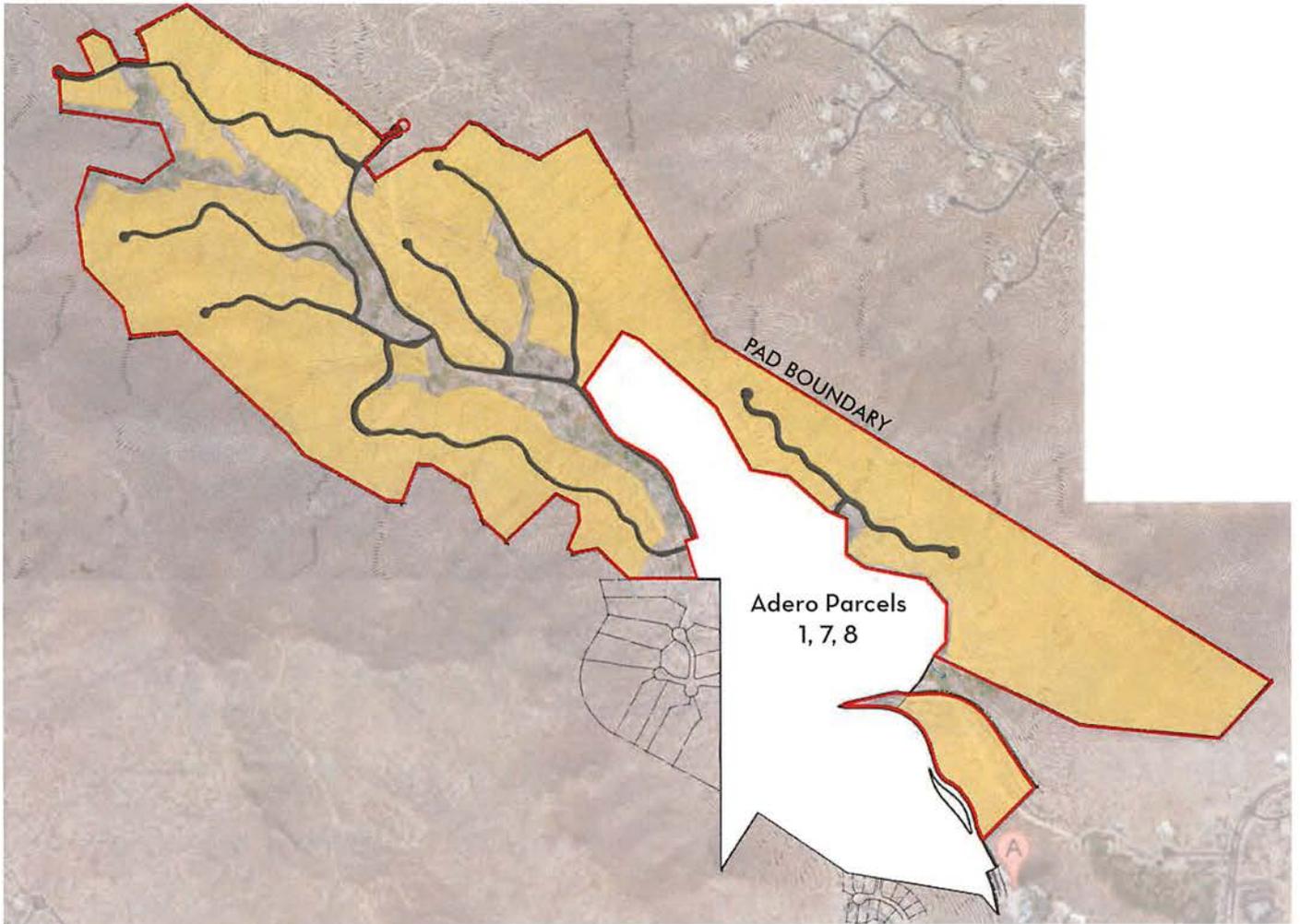
6. New Disturbance Allowances shall be established in the associated Development Agreement based on agreements between the Town and the Applicant. Because the Applicant is committed to removing a substantial amount of land area from private property (approximately 167 acres) and placing it into community oriented open space, the resulting orchestrated development scenario strategically located in more buildable areas will require an additional disturbance allowance. This amount shall be determined, identified and agreed to through the Development Agreement and the preliminary plats.

7. Exceptions to the Fountain Hills Subdivision Ordinance shall be allowed per the plans and exhibits included herein and as permitted by the Development Agreement. In addition, this shall include those allowances approved in the previous PAD with the intent of carving out the same degree/ level of variance moving forward in order to execute future development in the same quality as the most recently completed development. This encompasses cut and fill waivers, on-street parking, roadway curb standards, sidewalks, street signage, retaining wall standards, trail surface treatments. Due to the much steeper topography than in Phase I, cut and fill waivers are anticipated to cover much more extensive areas, with higher maximum cut/fill depths for these lots, with the specifics to be provided at the time of preliminary plat.

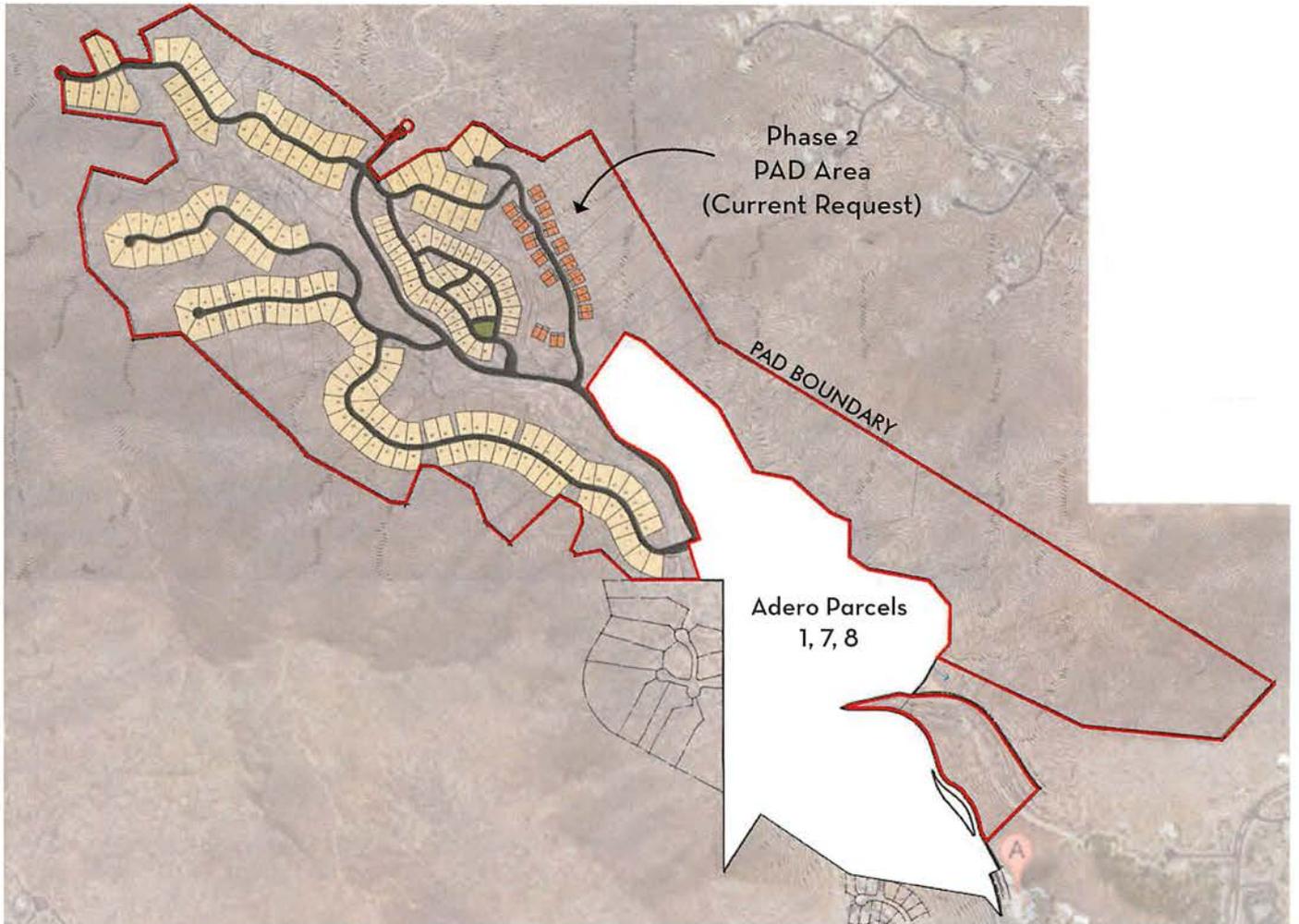
Once the PAD, Major GPA and Development Agreement are secured and approved by Council, The Town Manager shall have the administrative authority with respect to the intent of these documents to grant such exceptions and waivers necessary in his sole discretion to construct the work to the same degree and level of excellence as the current construction.



## Existing Plan



## Proposed Plan



## d. Legal Description

### Adero Canyon Phase II PAD Area

#### LEGAL DESCRIPTION

PORTIONS OF LAND LYING WITHIN SECTIONS 7, 8, AND 17, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT, A FOUND REBAR BEING THE SOUTHEAST CORNER OF SECTION 7, FROM WHICH THE WEST ONE-QUARTER CORNER OF SECTION 17, BEARS SOUTH 00°07'50" EAST, A DISTANCE OF 2,639.23 FEET;

THENCE ALONG THE SOUTH BOUNDARY LINE OF PARCEL 2 PER FINAL PLAT OF ADERO CANYON RECORDED IN BOOK 1220, PAGE 28 PER MARICOPA COUNTY RECORDS, SOUTH 89°53'25" WEST, A DISTANCE OF 649.62 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 46°02'47" WEST, A DISTANCE OF 305.98 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, SOUTH 79°07'35" WEST, A DISTANCE OF 180.24 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 38°49'47" WEST, A DISTANCE OF 52.63 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 22°00'21" EAST, A DISTANCE OF 208.17 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 06°10'13" WEST, A DISTANCE OF 111.65 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 62°22'57" WEST, A DISTANCE OF 170.42 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, SOUTH 46°19'28" WEST, A DISTANCE OF 489.45 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 48°27'06" WEST, A DISTANCE OF 223.14 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 22°32'07" WEST, A DISTANCE OF 260.92 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 59°25'15" WEST, A DISTANCE OF 306.65 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 85°22'48" WEST, A DISTANCE OF 99.32 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, SOUTH 22°01'23" WEST, A DISTANCE OF 288.02 FEET;

.....

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 86°09'31" WEST, A DISTANCE OF 113.38 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 60°45'00" WEST, A DISTANCE OF 676.46 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 38°30'00" WEST, A DISTANCE OF 190.00 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF PARCEL 2 PER SAID PLAT, NORTH 47°10'00" WEST, A DISTANCE OF 464.33 FEET, TO THE WESTERLY MOST BOUNDARY CORNER OF PARCEL 2, BEING A COMMON CORNER BETWEEN PARCEL 2 & 3 PER SAID PLAT;

THENCE ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PLAT, NORTH 47°10'00" WEST, A DISTANCE OF 610.67 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PLAT, SOUTH 85°15'00" WEST, A DISTANCE OF 340.00 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PLAT, NORTH 15°00'00" WEST, A DISTANCE OF 210.00 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PLAT, NORTH 43°40'00" WEST, A DISTANCE OF 410.00 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PLAT, NORTH 07°11'39" WEST, A DISTANCE OF 429.43 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PLAT, NORTH 18°08'06" EAST, A DISTANCE OF 302.00 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PLAT, SOUTH 75°01'55" EAST, A DISTANCE OF 402.66 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 3 PER SAID PLAT, NORTH 53°50'54" EAST, A DISTANCE OF 271.22 FEET, TO THE BOUNDARY CORNER BEING COMMON PARCEL 3 & 4 PER SAID PLAT;

THENCE ALONG THE WESTERLY LINE OF PARCEL 4 PER SAID PLAT, NORTH 22°06'56" WEST, A DISTANCE OF 270.93 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 4 PER SAID PLAT, NORTH 82°23'06" WEST, A DISTANCE OF 718.98 FEET;

THENCE CONTINUING ALONG THE WESTERLY LINE OF PARCEL 4 PER SAID PLAT, NORTH 03°06'15" WEST, A DISTANCE OF 234.93 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS NORTH 03°06'15" WEST, A DISTANCE OF 40.00 FEET;

THENCE WESTERLY CONTINUING ALONG SAID PARCEL LINE ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 241°26'20" AND LENGTH OF 168.56 FEET, TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 50.00 FEET;

THENCE CONTINUING ALONG SAID PARCEL LINE ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 49°36'42" AND LENGTH OF 43.29 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, SOUTH 81°16'37" EAST, A DISTANCE OF 74.85 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 180.00 FEET;

THENCE EASTERLY CONTINUING ALONG SAID PARCEL LINE ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 35°02'53" AND A LENGTH OF 110.11 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, NORTH 24°24'05" WEST, A DISTANCE OF 263.43 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, NORTH 60°05'20" EAST, A DISTANCE OF 119.65 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, SOUTH 59°10'00" EAST, A DISTANCE OF 140.64 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, SOUTH 26°05'37" EAST, A DISTANCE OF 157.37 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, NORTH 79°33'28" EAST, A DISTANCE OF 23.39 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 190.00 FEET;

THENCE EASTERLY CONTINUING ALONG SAID PARCEL LINE ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 25°11'04" AND A LENGTH OF 83.52 FEET, TO A REVERSE CURVE WITH A RADIUS OF 180.00 FEET;

THENCE EASTERLY CONTINUING ALONG SAID PARCEL LINE ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 24°23'35" AND A LENGTH OF 76.63 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, NORTH 80°20'58" EAST, A DISTANCE OF 25.25 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, NORTH 09°39'02" WEST, A DISTANCE OF 37.22 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 430.00 FEET;

THENCE NORTHERLY CONTINUING ALONG SAID PARCEL LINE ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 25°05'43" AND A LENGTH OF 188.34 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, NORTH 62°36'57" EAST, A DISTANCE OF 405.10 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, SOUTH 53°45'01" EAST, A DISTANCE OF 542.54 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, SOUTH 66°08'45" EAST, A DISTANCE OF 497.09 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, SOUTH 51°09'44" EAST, A DISTANCE OF 419.71 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 4 PER SAID PLAT, SOUTH 46°40'41" EAST, A DISTANCE OF 227.88 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 34°47'47" EAST, A DISTANCE OF 225.00 FEET, ALSO BEING A POINT ON THE RIGHT OF WAY DEDICATED FOR EAGLE RIDGE DRIVE PER FINAL PLAT OF ADERO CANYON RECORDED IN BOOK 1220, PAGE 28 PER MARICOPA COUNTY RECORDS;

THENCE NORTHERLY ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 02°09'34" AND A LENGTH OF 8.48 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 57°21'47" EAST, A DISTANCE OF 69.14 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 40.00 FEET;

THENCE NORTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 35°39'33" AND A LENGTH OF 24.89 FEET, TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 40.00 FEET;

THENCE NORTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 251°19'05" AND A LENGTH OF 175.45 FEET, TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 40.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 35°39'33" AND A LENGTH OF 24.89 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 57°21'47" WEST, A DISTANCE OF 69.14 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 175.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 26°45'36" AND A LENGTH OF 81.73 FEET, TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 625.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 12°01'51" AND A LENGTH OF 131.23 FEET, TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 325.01 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 02°04'18" AND A LENGTH OF 11.75 FEET, TO A BOUNDARY CORNER OF PARCEL 5 PER SAID PLAT;

THENCE ALONG THE NORTH BOUNDARY LINE OF PARCEL 5 PER SAID PLAT, SOUTH 36°31'11" EAST, A DISTANCE OF 119.21 FEET, TO A POINT BEING A BOUNDARY CORNER COMMON WITH PARCELS 5 & 6 PER SAID PLAT;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 6 PER SAID PLAT, NORTH 58°32'12" EAST, A DISTANCE OF 396.00 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 6 PER SAID PLAT, NORTH 84°44'21" EAST, A DISTANCE OF 146.14 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 6 PER SAID PLAT, NORTH 44°03'01" EAST, A DISTANCE OF 265.40 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 6 PER SAID PLAT, SOUTH 75°45'17" EAST, A DISTANCE OF 73.67 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 6 PER SAID PLAT, SOUTH 52°48'24" EAST, A DISTANCE OF 227.70 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 6 PER SAID PLAT, SOUTH 66°02'43" EAST, A DISTANCE OF 267.88 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 6 PER SAID PLAT, NORTH 59°08'54" EAST, A DISTANCE OF 394.36 FEET;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 6 PER SAID PLAT, SOUTH 30°59'00" EAST, A DISTANCE OF 1,736.13 FEET, TO A BOUNDARY CORNER COMMON TO PARCEL 6 AND 9 PER SAID PLAT;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL 9 PER SAID PLAT, SOUTH 58°17'01" EAST, A DISTANCE OF 4,704.22 FEET, TO THE EASTERLY MOST BOUNDARY CORNER OF PARCEL 9;

THENCE CONTINUING ALONG THE BOUNDARY LINE OF PARCEL 9 PER SAID PLAT, SOUTH 43°25'10" WEST, A DISTANCE OF 557.22 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE OF PARCEL 9 PER SAID PLAT, NORTH 84°33'11" WEST, A DISTANCE OF 1,004.50 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE OF PARCEL 9 PER SAID PLAT, NORTH 64°24'58" WEST, A DISTANCE OF 1,155.81 FEET, TO A BOUNDARY CORNER COMMON TO PARCEL 9 AND 8 PER THE SAID PLAT;

THENCE ALONG THE BOUNDARY LINE COMMON TO PARCELS 8 AND 9 PER SAID PLAT, NORTH 41°49'37" EAST, A DISTANCE OF 128.49 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 8 AND 9 PER SAID PLAT, NORTH 01°11'09" EAST, A DISTANCE OF 276.29 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 8 AND 9 PER SAID PLAT, NORTH 40°20'05" WEST, A DISTANCE OF 231.03 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 8 AND 9 PER SAID PLAT, NORTH 79°03'00" WEST, A DISTANCE OF 440.08 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 8 AND 9 PER SAID PLAT, NORTH 55°26'42" WEST, A DISTANCE OF 164.36 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 8 AND 9 PER SAID PLAT, NORTH 01°17'20" EAST, A DISTANCE OF 250.46 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 8 AND 9 PER SAID PLAT, NORTH 66°29'43" WEST, A DISTANCE OF 61.85 FEET, TO A BOUNDARY CORNER COMMON TO PARCELS 7, 8 AND 9 PER SAID PLAT;

THENCE ALONG THE BOUNDARY LINE COMMON TO PARCELS 7 AND 9 PER SAID PLAT, NORTH 66°29'43" WEST, A DISTANCE OF 86.29 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 7 AND 9 PER SAID PLAT, NORTH 48°15'21" WEST, A DISTANCE OF 366.99 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 7 AND 9 PER SAID PLAT, NORTH 79°47'41" WEST, A DISTANCE OF 276.70 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 7 AND 9 PER SAID PLAT, NORTH 28°47'22" WEST, A DISTANCE OF 521.43 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 7 AND 9 PER SAID PLAT, NORTH 48°27'16" WEST, A DISTANCE OF 460.67 FEET, TO A BOUNDARY CORNER COMMON TO PARCELS 6, 7 AND 9;

THENCE ALONG THE BOUNDARY LINE COMMON TO PARCELS 6 AND 7 PER SAID PLAT, NORTH 48°27'16" WEST, A DISTANCE OF 262.83 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 6 AND 7 PER SAID PLAT, NORTH 65°21'48" WEST, A DISTANCE OF 136.48 FEET;

THENCE CONTINUING ALONG THE BOUNDARY LINE COMMON TO PARCELS 6 AND 7 PER SAID PLAT, SOUTH 35°05'58" WEST, A DISTANCE OF 480.98 FEET, TO A POINT ON THE NORTHERLY RIGHT OF WAY OF EAGLE RIDGE DRIVE PER SAID PLAT;

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY PER SAID PLAT SOUTH 44°00'33" WEST, A DISTANCE OF 50.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY PER SAID PLAT, ALSO TO THE BEGINNING OF A NON-TANGENT CURVE WHOSE RADIUS BEARS SOUTH 44°00'33" WEST, A DISTANCE OF 225.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 16°21'57" AND A LENGTH OF 64.27 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 29°37'30" EAST, A DISTANCE OF 260.09 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 325.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 32°24'09" AND A LENGTH OF 183.80 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 62°01'39" EAST, A DISTANCE OF 187.73 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 375.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 48°52'03" AND A LENGTH OF 319.84 FEET, TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 325.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 24°57'42" AND A LENGTH OF 141.59 FEET, TO THE BEGINNING OF A REVERSE CURVE WITH A RADIUS OF 275.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 22°24'39" AND A LENGTH OF 107.56 FEET;

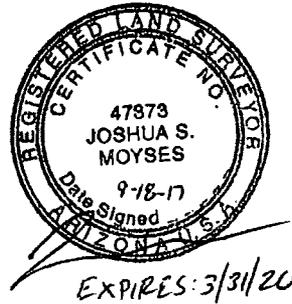
THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 15°42'40" EAST, A DISTANCE OF 139.40 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS 330.00 FEET;

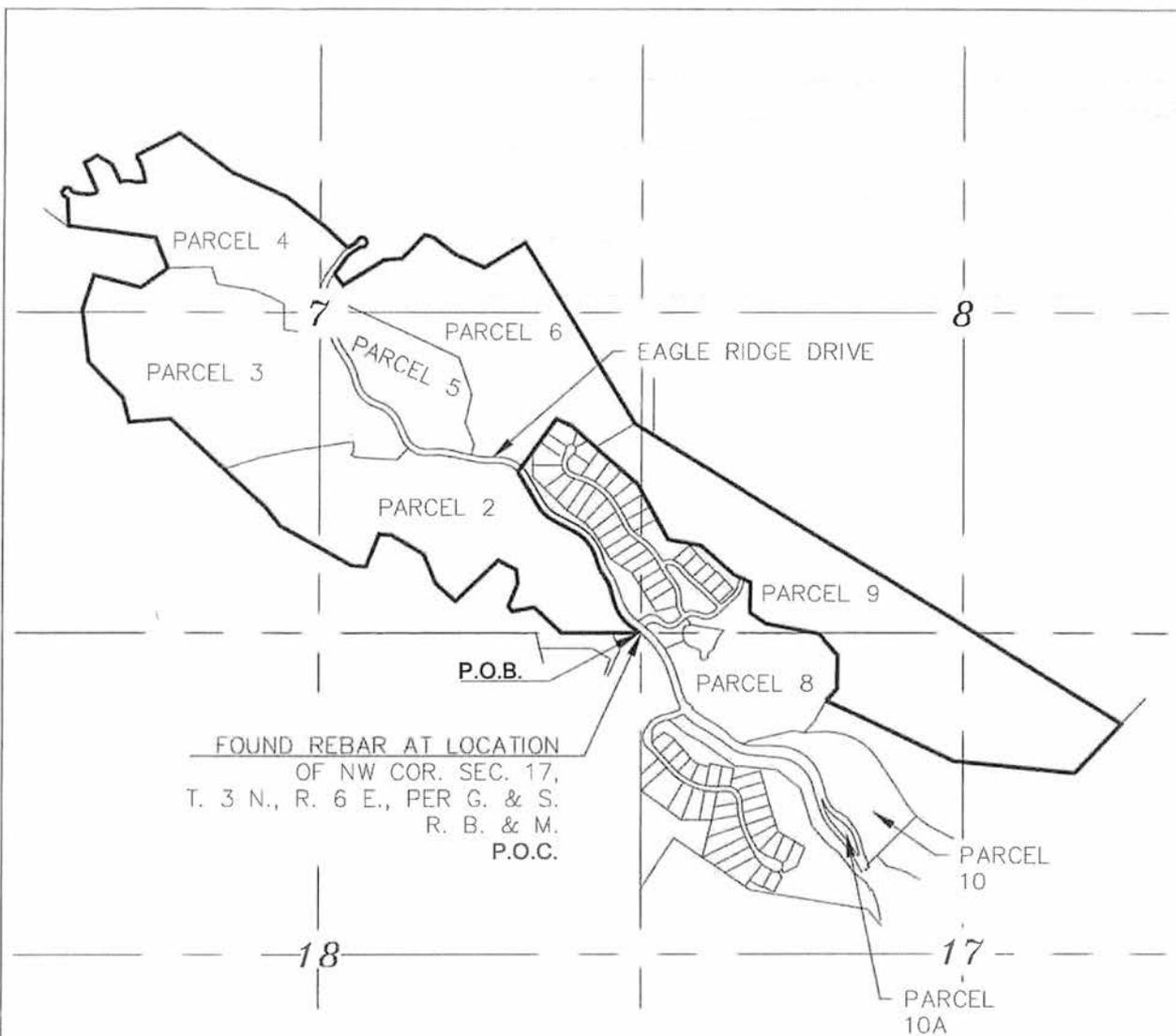
THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS 36°23'01" AND A LENGTH OF 209.55 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 52°05'41" EAST, A DISTANCE OF 99.79 FEET, TO THE BEGINNING OF A TANGENT CURVE WITH A RADIUS OF 720.00 FEET;

THENCE SOUTHERLY CONTINUING ALONG SAID RIGHT OF WAY ON A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS 01°29'16" AND A LENGTH OF 18.69 FEET, TO THE **POINT OF BEGINNING**:

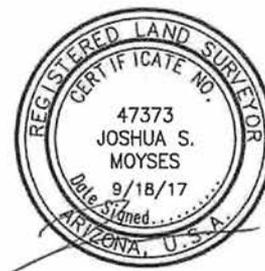
SAID PARCEL CONTAINS 13580283 SQUARE FEET OR (311.760) ACRES, MORE OR LESS.





**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PARCEL LINE
- RE-ZONE LINE
- SECTION LINE



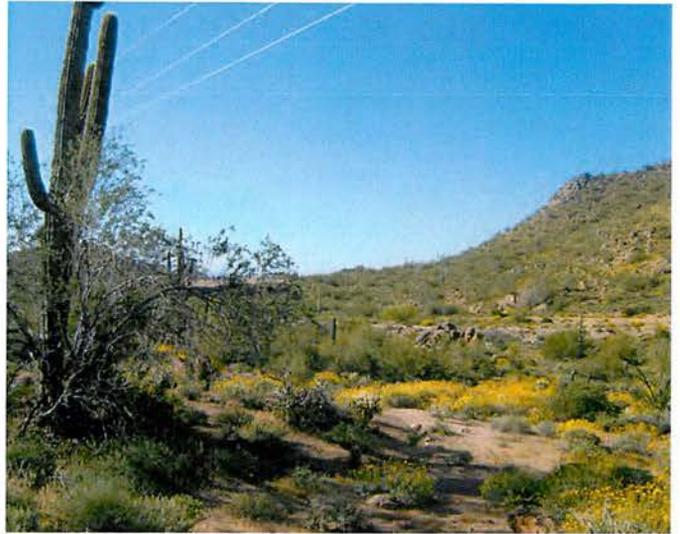
EXPIRES 03/31/20

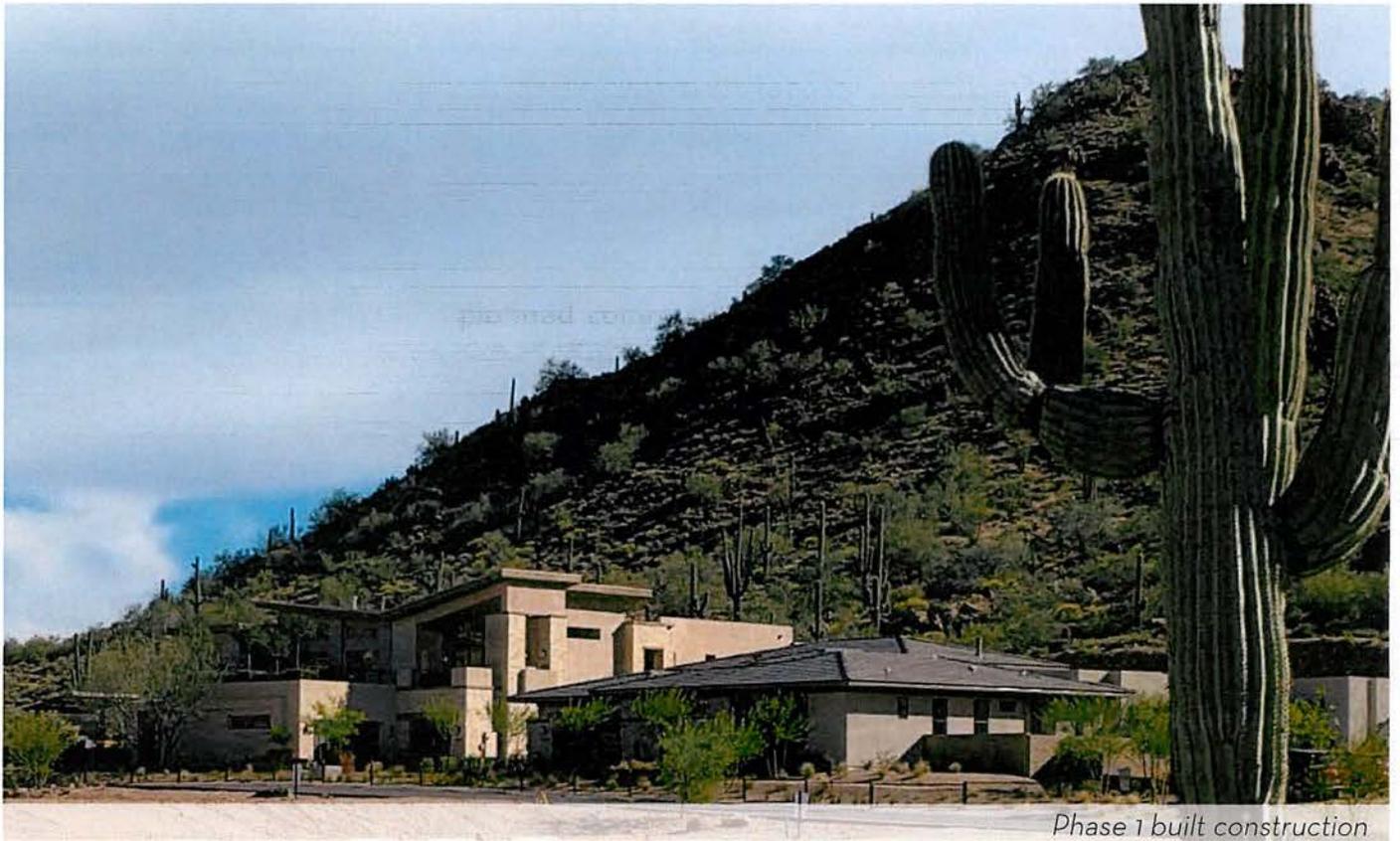
ADERO CANYON II OVERALL EXHIBIT B		STRATEGIC SURVEYING, LLC 1102 W. SOUTHERN AVE. TEMPE, AZ 85282 PHONE: (480) 272-7634	DRAWN	JD
			CHECKED	JSM
			SCALE	NTS
			DATE	9/18/17
			PAGE	8 OF 8

## 2. THE SITE AND CONTEXT

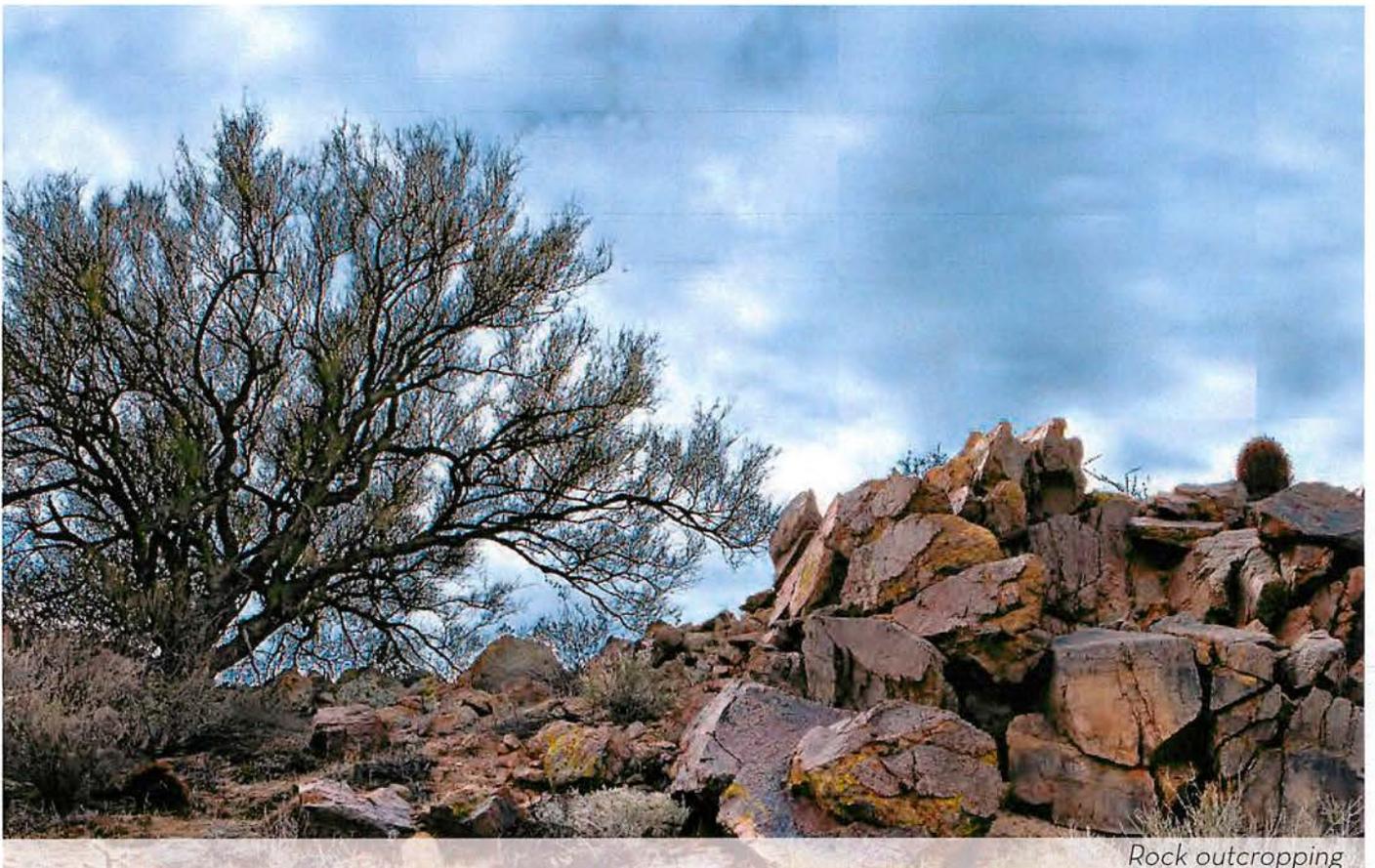
### a. Site Conditions

Adero Canyon is a planned residential master planned community that is currently in the early stages of development with three neighborhoods (and associated infrastructure). The property is set within a secluded box canyon along the northeast side of the McDowell Mountains. The site is located in the northwestern portion of the Town of Fountain Hills. The land is rugged terrain of varying slopes with the most severe topography reaching up the sides of the Canyon and to the ridge lines of the property. There is an abundance of Sonoran desert vegetation now complimented by site and landscape improvements that included significant salvaged materials re-planted as well as revegetated areas based on approved native species plant lists. The property is surrounded by the McDowell Mountain Preserve, Eagles Nest, Copperwynd and the 18 hole SunRidge Canyon Golf Course. Three neighborhood enclaves are currently under development including model home complexes as well as the Ridge House Welcome and Sales Center located near the entrance to the community. Additional nearby residential development includes; HiddenHills, Copperwynd, Eagle Ridge, Crestview and SunRidge Canyon.





*Phase 1 built construction*

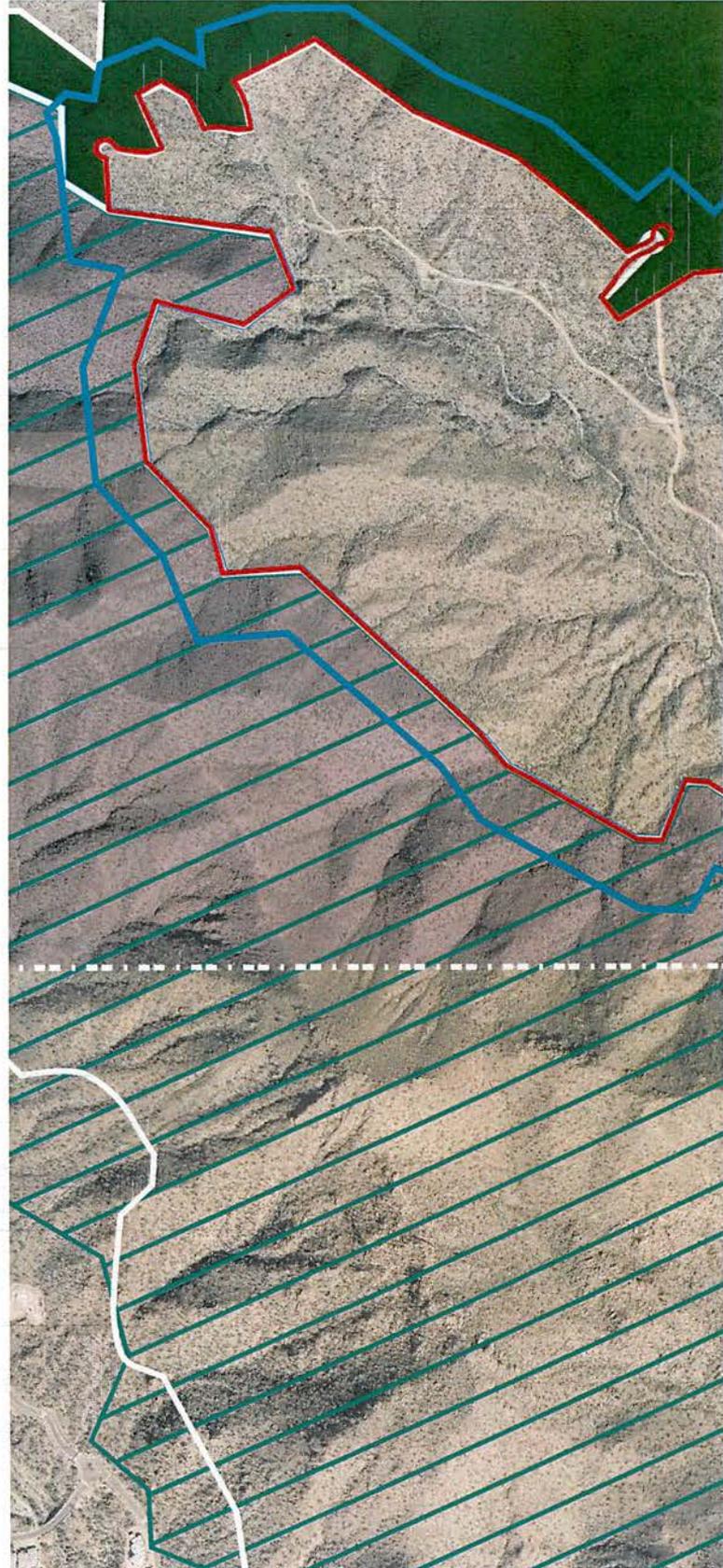


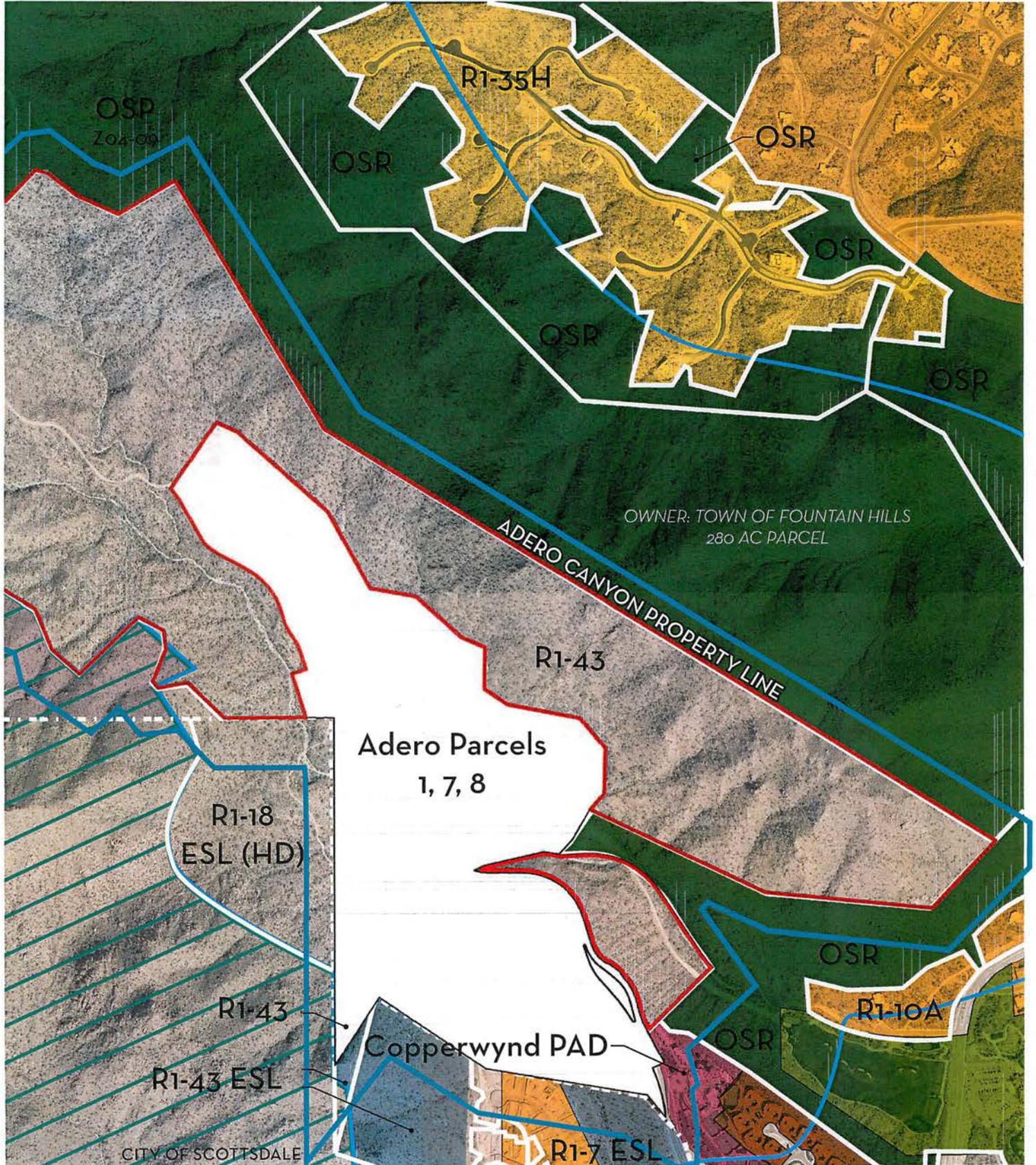
*Rock outcropping*

## b. Location Map

The Location Map shows the highlighted PAD area within the overall context of the Adero Canyon master plan boundaries. The map identifies the surrounding land uses, zoning classifications and circulation patterns within a minimum of a three hundred (300) foot radius of the property measured in all directions from the perimeter of the property lines. In addition to zoning and land use, the accompanying legend identifies, McDowell Sonoran Preserve, City of Scottsdale municipal boundary and color codes for parks, housing, utilities, lodging and open space.

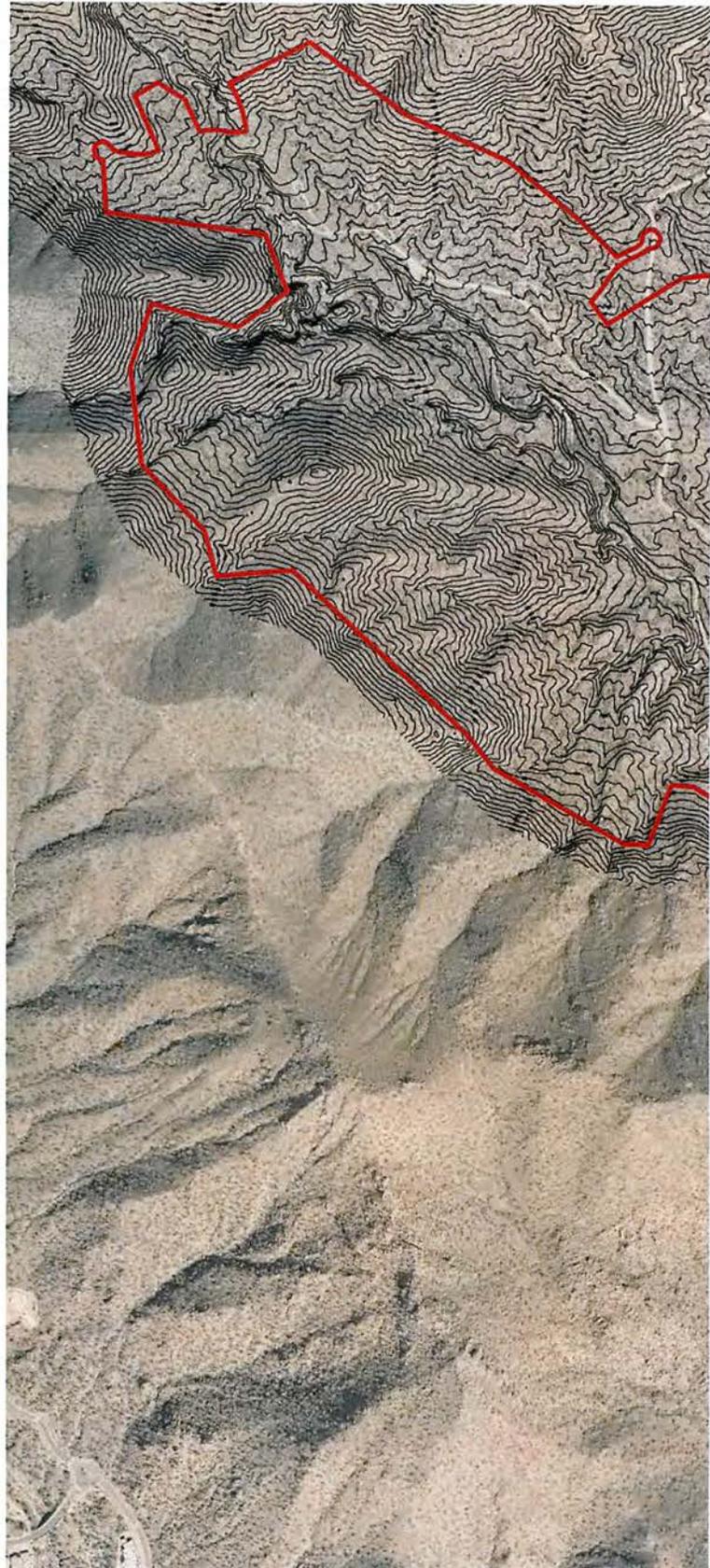
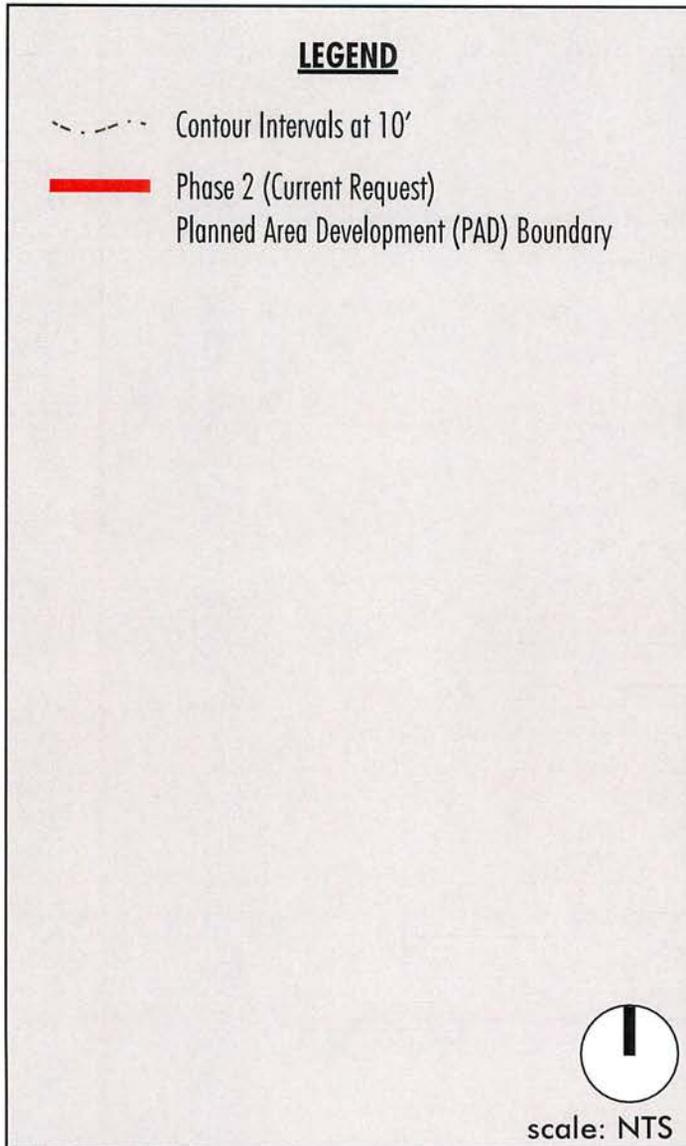
LEGEND	
<b>LANDUSE</b>	
Open Space	Natural O.S.
Lodging	Park / Golf
Multi-Family/Condo High	300' Study Boundary
Scottsdale Owned	McDowell Sonoran Preserve (as of 4/2002)
Utility	Zoning Boundaries
Single Family/Medium	Phase 2 PAD Area (Current Request)
Single Family/Low	Corporation Boundary
Single Family/Very Low	Existing Roads
	Adero Parcels 1, 7, 8
<b>ZONING</b>	
<i>Town of Fountain Hills:</i>	
R1-43 (Single-Family Residential Zoning District - One (1) Acre/DU)	
R1-35H (Single-Family Residential Hillside Zoning District - 35,000 Sq Ft/DU)	
R1-8 (Single-Family Residential Zoning District - 8,000 Sq Ft/DU)	
R1-6 (Single-Family Residential Zoning District - 6,000 Sq Ft/DU)	
R-5 P.U.D. (Multi-Family Residential Zoning District)	
OSP (Open Space Preservation District)	
OSR (Open Space Recreational District)	
<i>City of Scottsdale:</i>	
R1-43 (Single-Family Residential - 86,000 Sq Ft/DU)	
R1-18 (Single-Family Residential - 18,000 Sq Ft/DU)	
R1-7 (Single-Family Residential - 7,000 Sq Ft/DU)	
scale: NTS	

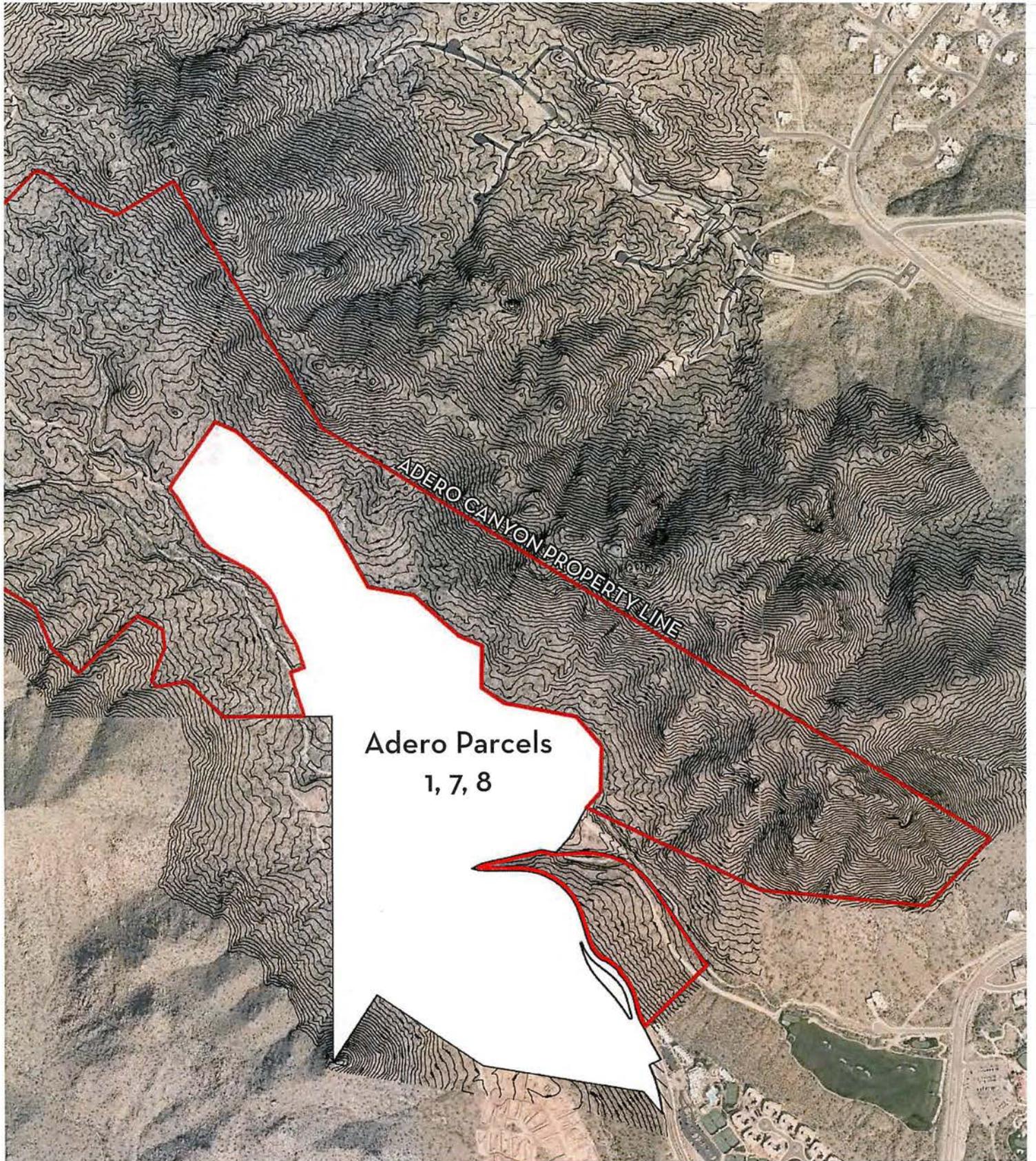




### c. Topography

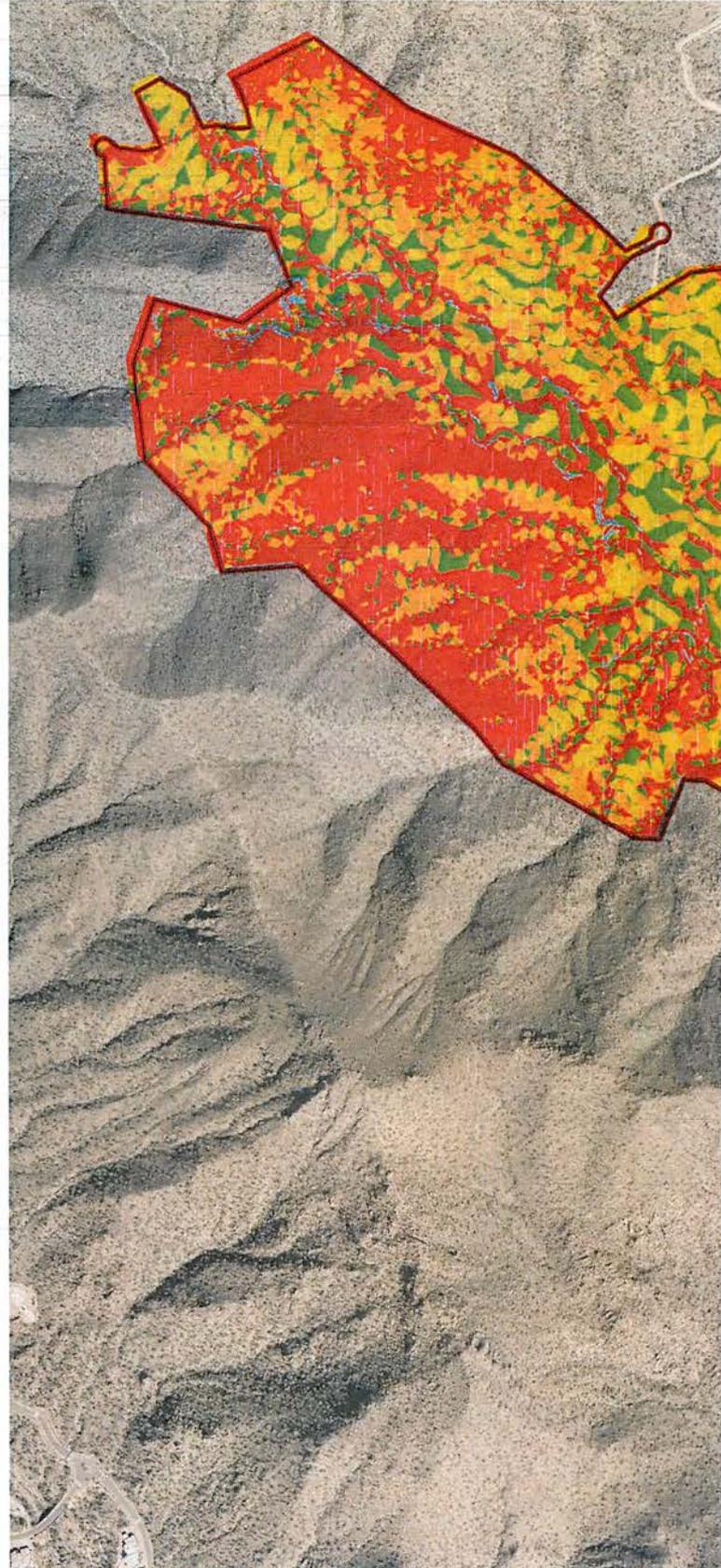
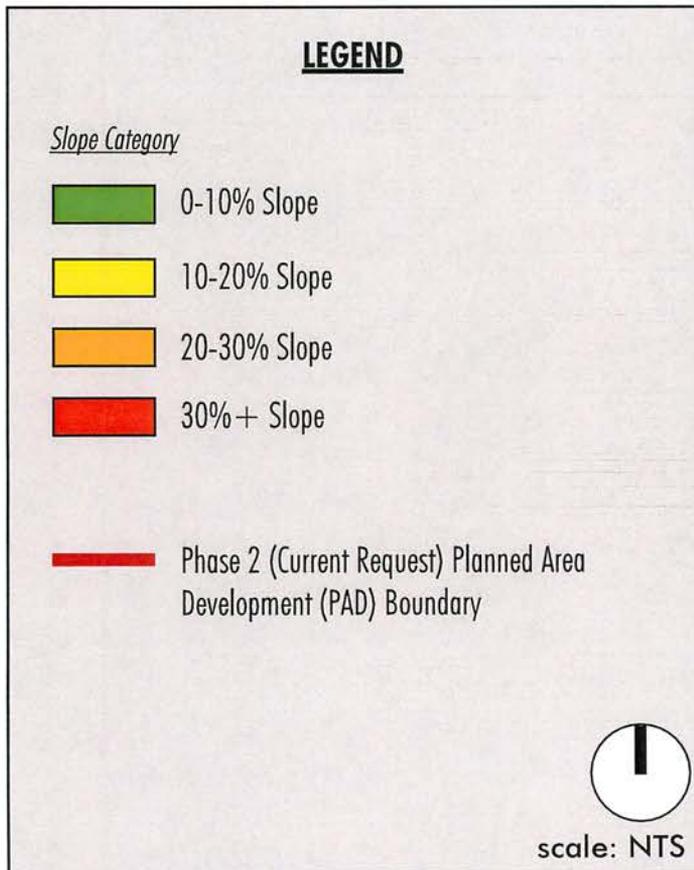
The accompanying exhibit illustrates the contour intervals (black lines) associated with the topography throughout the Adero Canyon property. The closer the contour lines are together, the more steep the slope is. The exhibit also illustrates the property line as well as the extent of the new PAD area.

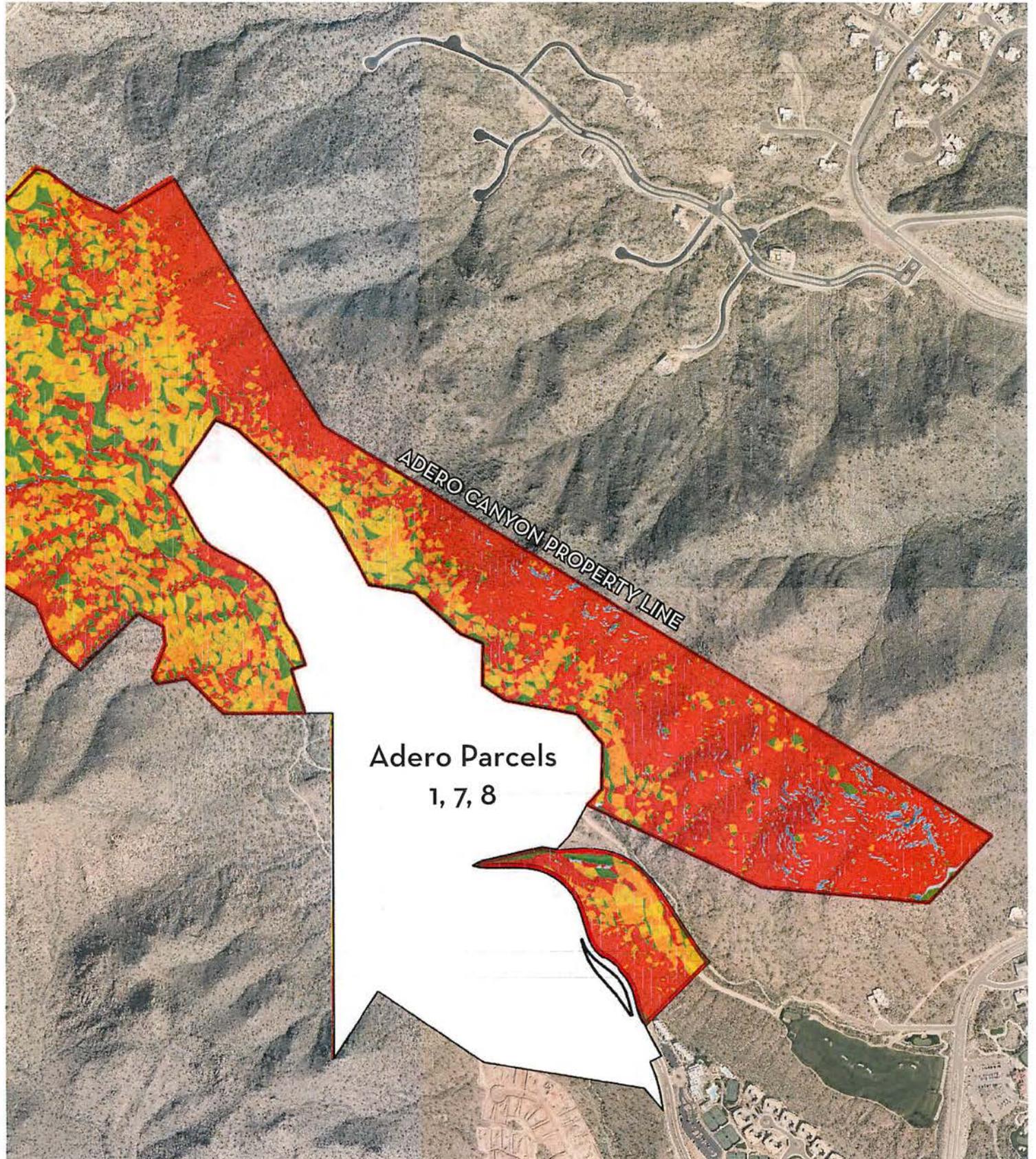




## d. Slope Analysis

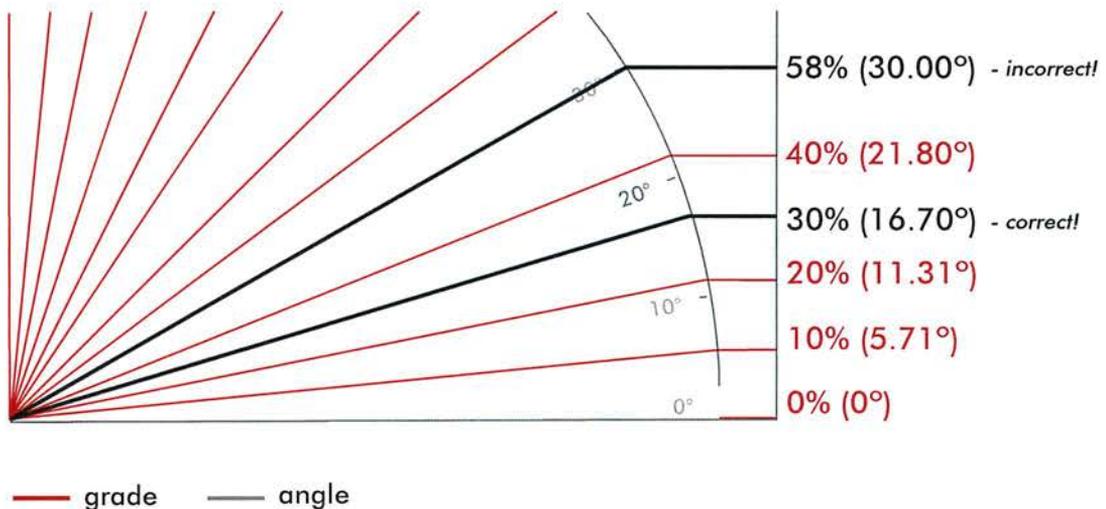
The “Conservation Community” development strategy provides a more sensitive approach to limiting impacts and focusing disturbance to the least significant slopes. The accompanying slope analysis identifies the range of slope categories throughout the PAD area. The flattest land areas are in green and yellow and make up a significant portion of the newly proposed development plan. The majority of the orange and red areas (with the most severe slopes) were previously planned for large private custom lots- but in the new development strategy, will be part of the open space framework.





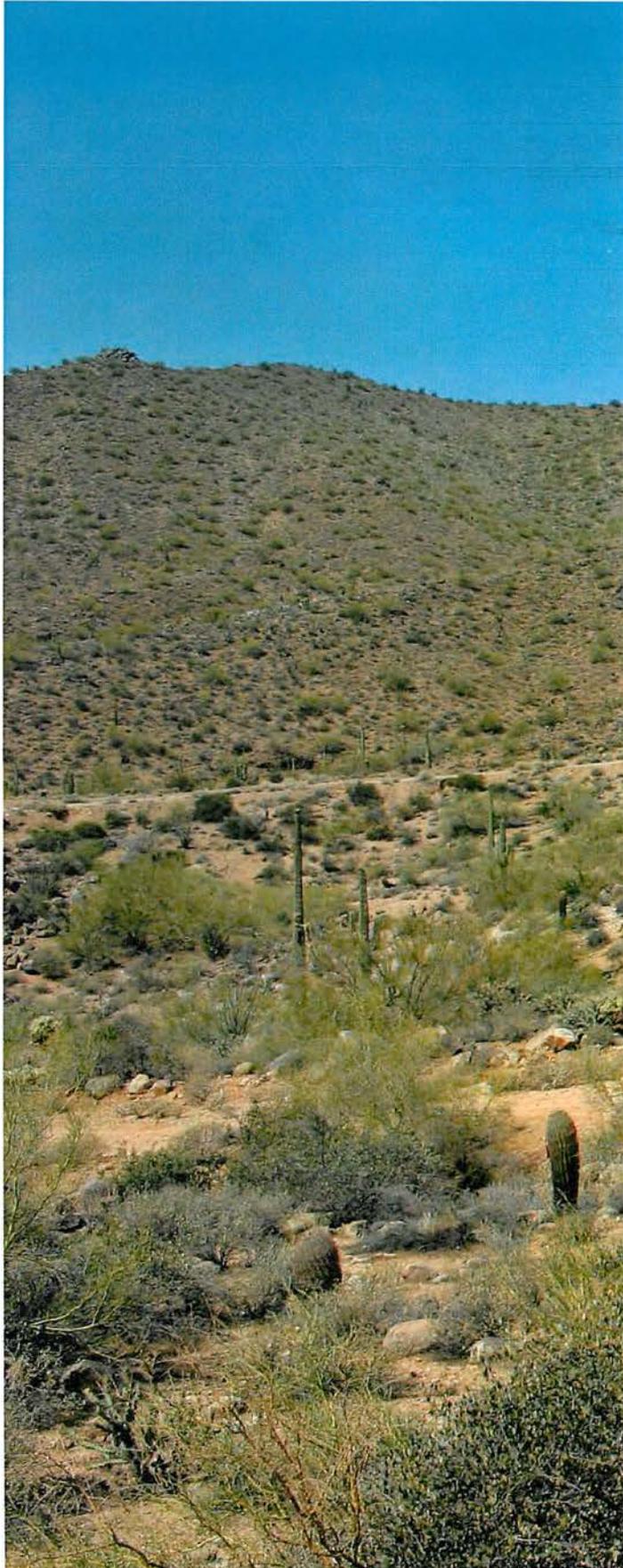
To put the associated slopes within the PAD Area into the proper frame of reference, it is instructive to mention two important points of how they are determined and quantified across the master plan.

First, a slope expressed as a percentage is a measure of the rise in feet over a given horizontal length. For example, a 30% slope would be ground that changes in elevation 3 feet for every 10 feet ( $3/10 = 30\%$ ). A common misconception is equating a 30% slope to a  $30^\circ$  angle; they are not the same as depicted below:



*The graphic above illustrates the difference between nomenclature for slopes and angles.*

While we present slopes in 10% increments, it is important to understand that these areas equate to numeric angles roughly half the numeric percentages and are, in fact, much closer to level ground than many perceive.

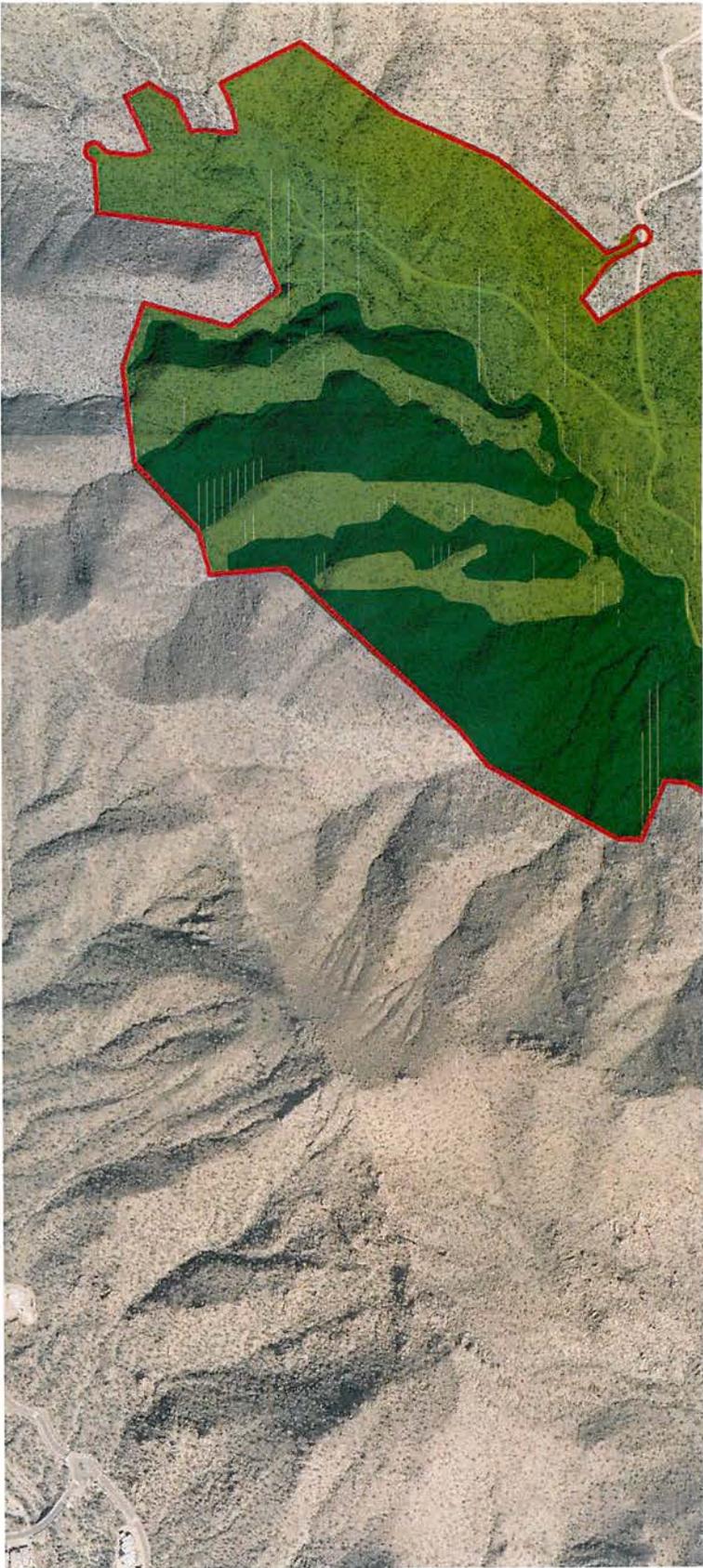


*This image captures the spectrum of slope conditions on the property.*

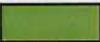
Second, natural terrain in all slopes are full of small slope anomalies. Swales, rock outcroppings, erosion channels and the like create isolated variances in slopes everywhere. These anomalies are evident on the slope analysis map. These natural anomalies can create isolated areas where development appears to encroach into higher slope areas, where in fact, a portion of overall disturbance quantities in these areas are actually higher-slope anomalies and landform undulations in flatter areas. It is impossible to quantify every anomaly, but it is important to recognize their abundance across the entire property.

### e. Major Vegetative Cover

Per Article 1 of the Subdivision Ordinance, all saguaro cacti over three (3) feet in height as well as significant vegetation and rock outcroppings will be identified. Landscape plans will call for the use of all salvage plants along rights of way, trails and sidewalks, neighborhood entries and common areas as a critical component of the overall project execution. The Applicant has taken great care to identify special site features and incorporate them into the overall design framework.



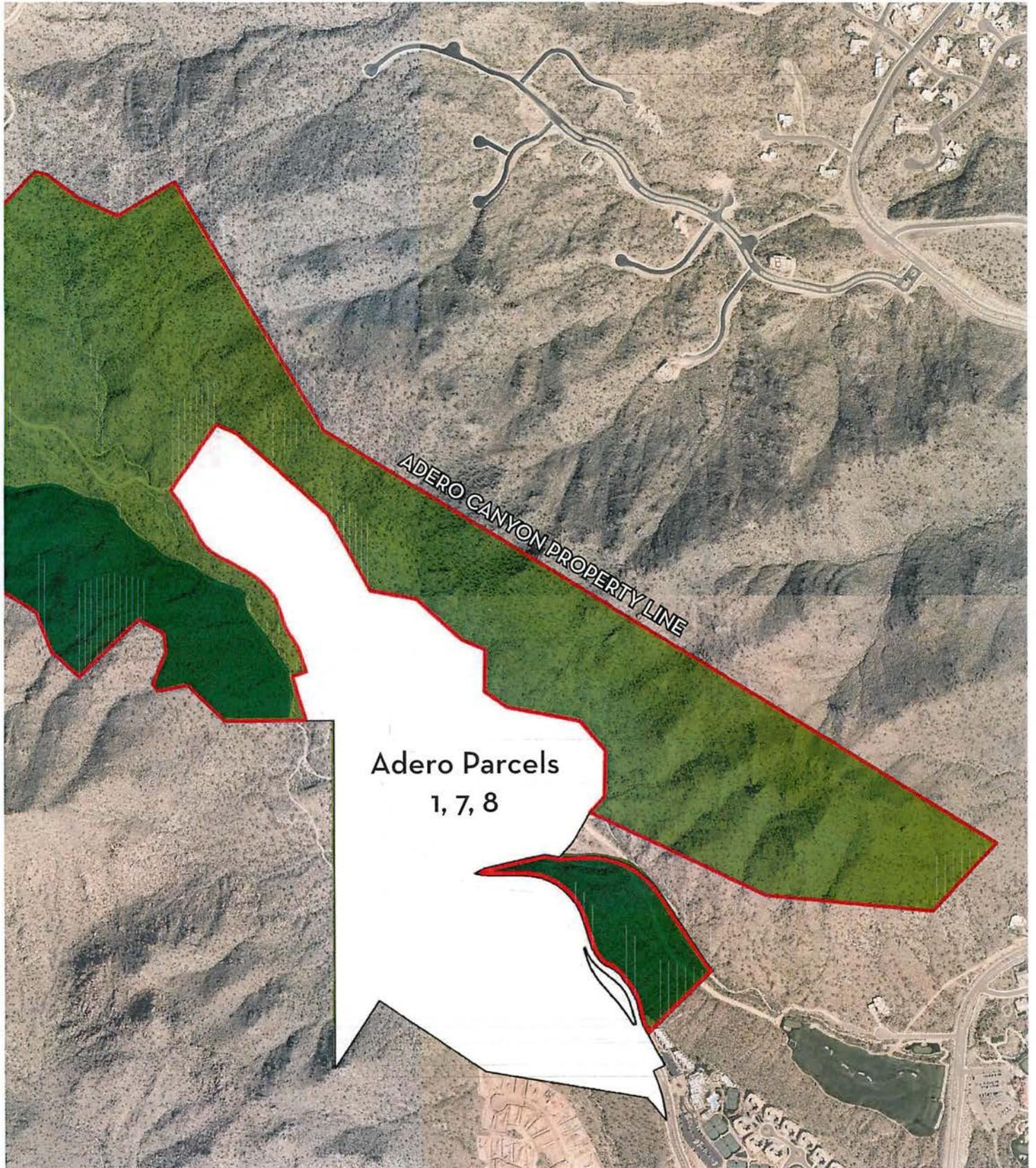
#### LEGEND

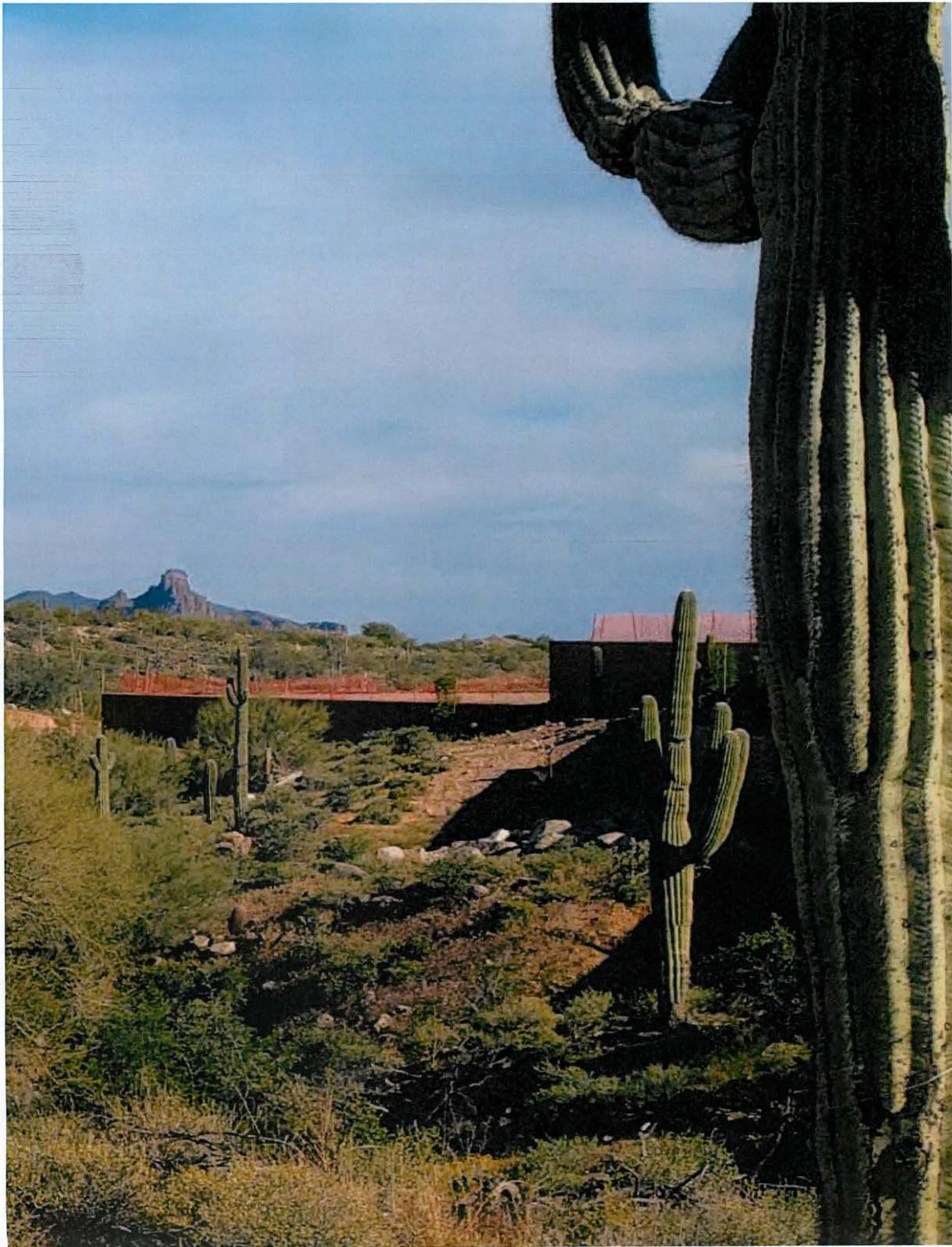
-  Saguaro - Paloverde mixed scrub Association
-  Brittlebush - mixed scrub Association
-  Phase 2 (Current Request) Planned Area Development (PAD) Boundary

*The adjacent exhibit is a PAD area view of the Biotic Communities of Eagle Ridge North Subdivision, Adero Canyon II, LLC Properties, Fountain Hills, Arizona, Prepared by Southwestern Field Biologists - October 1996.*



scale: NTS





## f. Drainage, Streams & Water Ponding

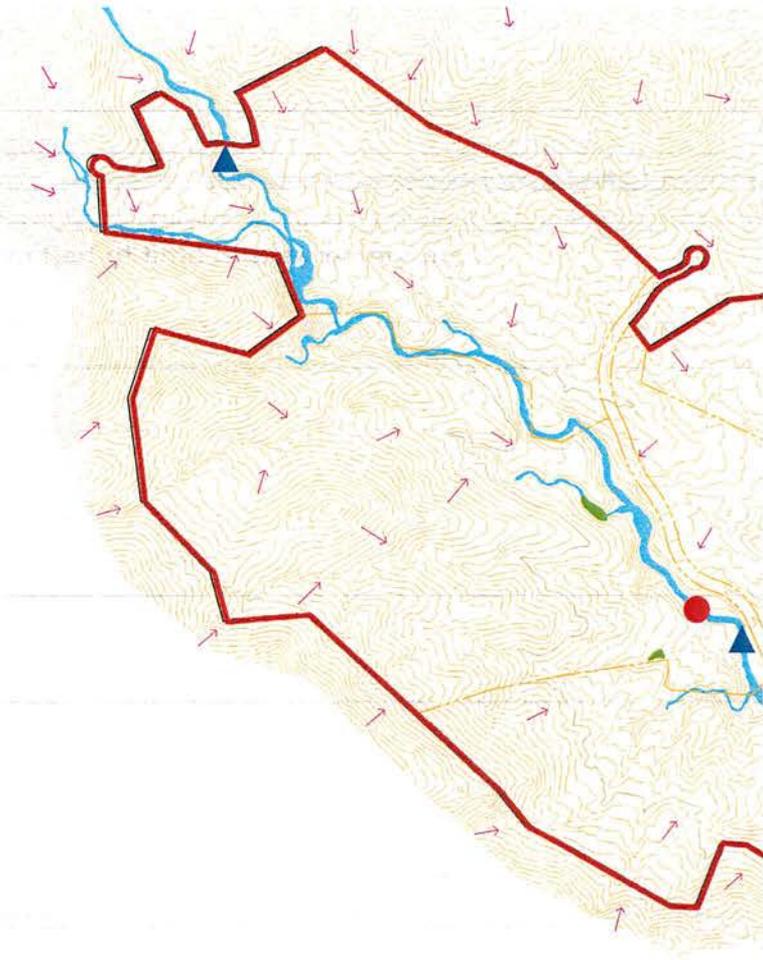
The Applicant will work closely with the Town on an updated Drainage strategy for the project that best aligns with the previous work done on the property. All agreed upon drainage strategies and solutions will be incorporated in the detailed engineering documents to be submitted at time of preliminary plat.

Existing major drainage channels shall remain as historically located except that roads and utilities may be installed across such channels as approved by the Town. Minor draws and drainage channels that do not require US Army Corps of Engineers permits may be modified or impacted. Where channel modifications are planned, the Applicant shall obtain applicable Arizona Department of Environmental Quality (ADEQ) and federal Environmental Protection Agency (EPA) permits through the US Army Corps of Engineers as required. Structures and or lots shall be arranged so as to minimize impacts to all drainage channels. The 100-year storm shall be the basis for calculating setbacks. All best practices shall be utilized for the design and integration of drainage associated with storm water management.

Facilities for the collection of storm water shall be designed so as to retain water safely and adequately for the maximum expected storm water runoff volume equal to the difference between the pre-development condition and the post-development condition for a 100-year storm (or for a small storm if that results in a higher difference). No discharge shall exceed demonstrated predevelopment historical flows from any drainage, and such facilities will be constructed in the typical sequence of construction following the installation of utilities.

## f. Drainage, Streams & Water Ponding Plan

The following exhibit identifies the locations and extents of intermittent streams and proposed water ponding areas within the PAD area. In addition the exhibit shows the overall existing drainage, including the illustrated arrows that indicate flow direction.



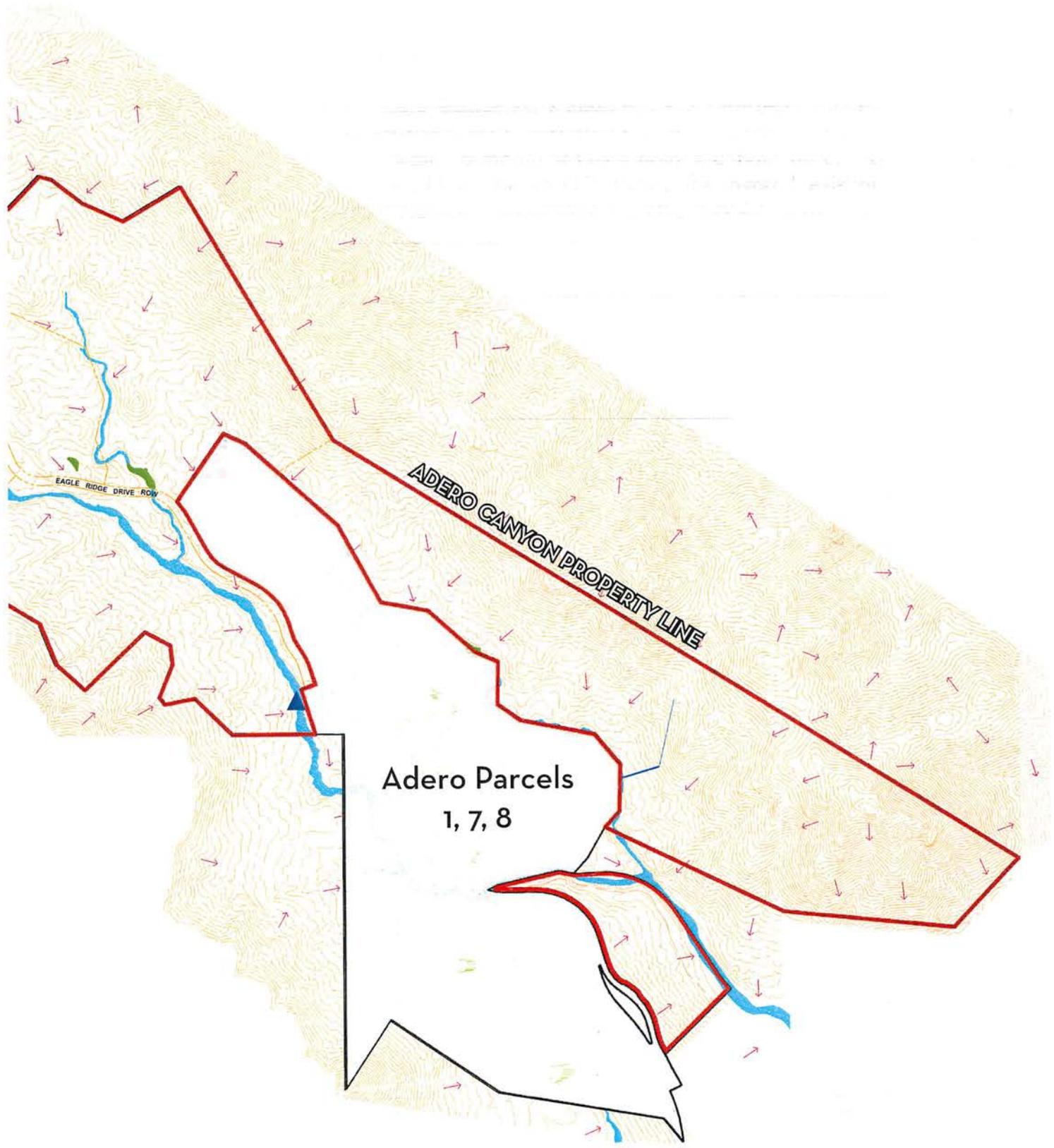
### LEGEND

-  Phase 2 (Current Request) Planned Area Development (PAD) Boundary
-  Intermittent Streams
-  Drainage Direction
-  Proposed Detention Area
-  Potential additional detention area, if needed.
-  Potential Drainage Area

*Note: Detention basins to be sized only on specific drainage requirements for Adero Canyon. Basins will not be oversized and no land area will be set aside for additional uses.*



scale: NTS



### g. Natural Features

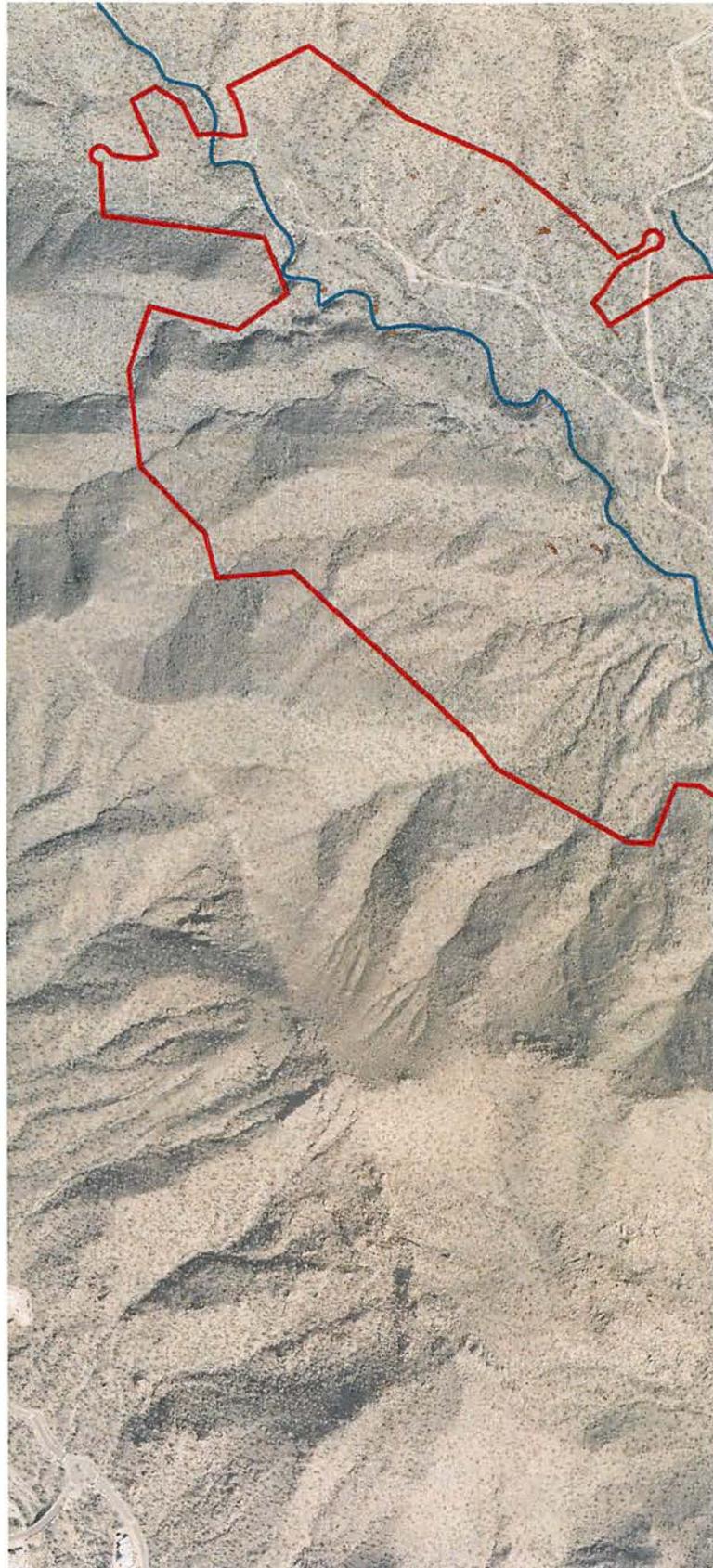
Mesas, rock outcroppings and man-made features such as existing roads, structures and utility lines have been identified on the accompanying exhibit.

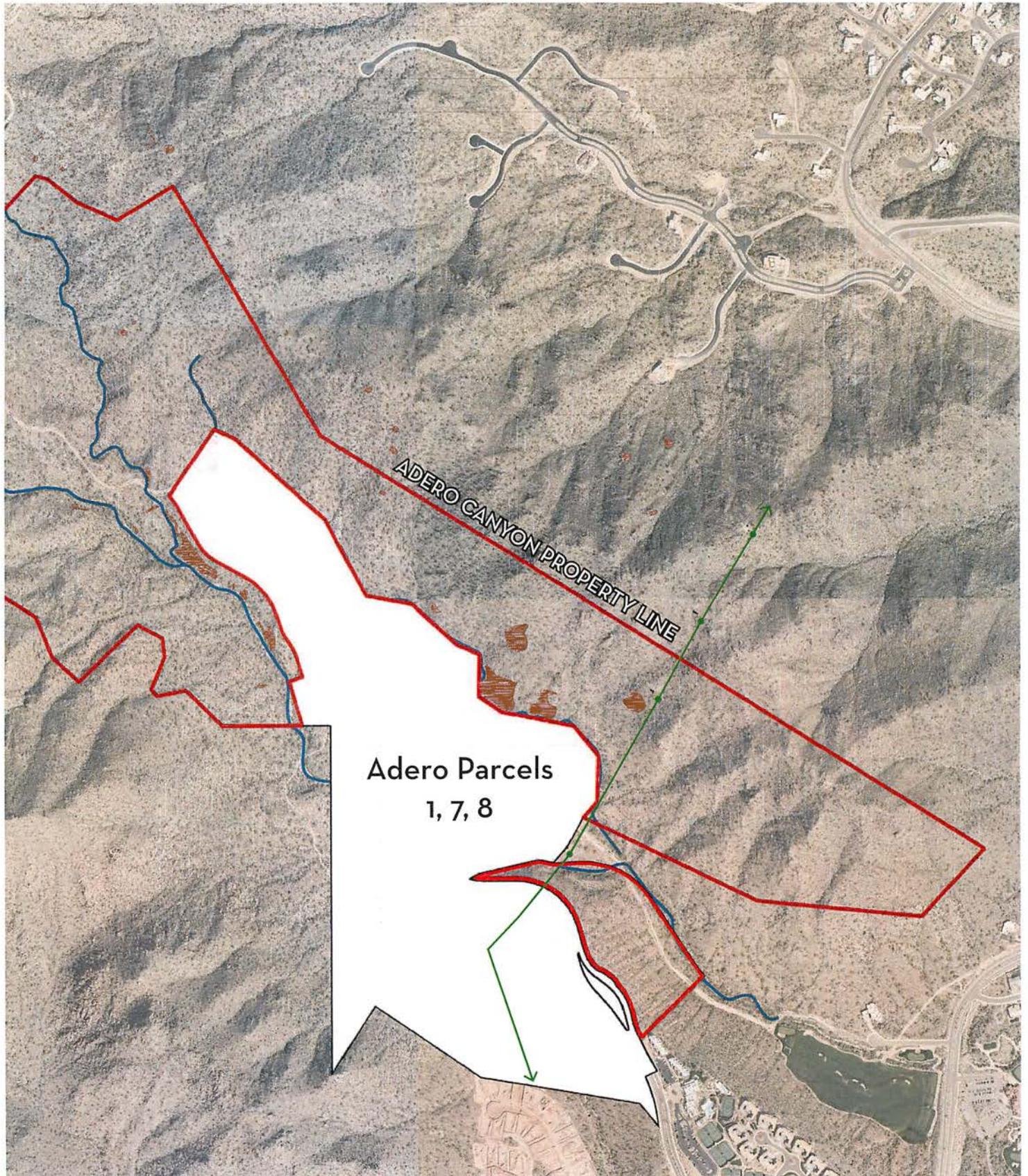
**LEGEND**

-  Rock Formations
-  Phase 2 (Current Request) Planned Area Development (PAD) Boundary
-  Major Wash Corridors
-  Water Tank
-  Power Poles
-  Power Line

*Note: Powerlines may be relocated, realigned and/or buried depending on further design refinements.*

  
scale: NTS





Adero Parcels  
1, 7, 8

ADERO CANYON PROPERTY LINE

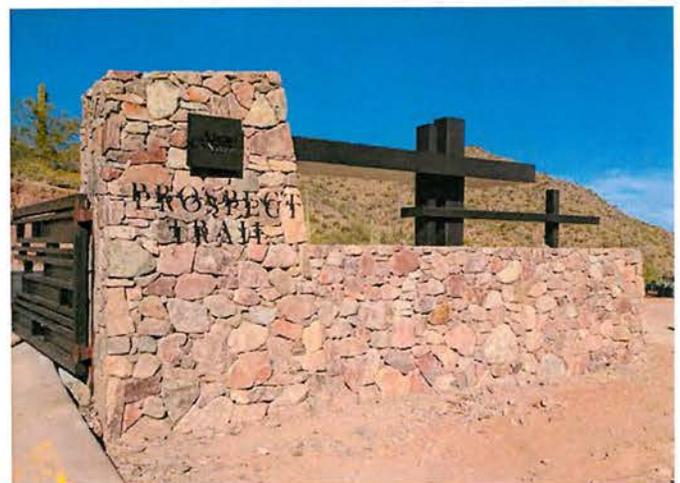
### 3. DEVELOPMENT OBJECTIVES

#### Overview

The proposed PAD meets the objectives as set forth in the Town's General Plan, Zoning Ordinance and previous Settlement Agreement, while permitting a broader range of housing types currently lacking in Fountain Hills today. This PAD Amendment also provides an opportunity to preserve a greater amount or more meaningful open space.

#### a. Design Philosophy

The refined direction for Adero Canyon will continue to focus on incorporating a broader spectrum of housing types. The reality moving forward is that the market for large lot custom home subdivisions will not be viable for several more years. Recent development models in desert hillside environments such as DC Ranch, Silverleaf, and FireRock have shown that a careful mix of varied residential product types can help elevate the quality of a community as well as ensure financial stability and sustainability appealing to a broader market. The "Conservation Community" plan for Adero Canyon moves away from the exclusive custom lot scenario to one with a mixture of unique and identifiable products in neighborhoods that celebrate the best aspects of diverse community building.



The following principles will continue to guide the planning, design and execution of the community:

### *Focus on Quality*

- Incorporate authentic timeless architecture that reinforces the community brand.
- Maintain a consistent design theme
- Create a unique community identity that further elevates the reputation of Fountain Hills

### *Light Touch on the Land*

- Carefully balance development with open space
- Highly sensitive to natural topography and landforms
- Maximize view corridors
- Limit disturbance into the native desert landscape

### *Living Well Over Time*

- Focus on long-term stewardship of the land
- Integrated healthy living opportunities with the outdoors
- Create lasting positive impressions for homeowners and visitors
- Establish a financial model that's based on long term success

### *Flexible Framework*

- Introduce a more diverse product type to meet market segmentation
- Anticipate future market changes and trends
- Understanding changing buyer demographics



## b. Land Uses and Development Standards

### □ SC (Semi-Custom Residential)

Permitted Uses: Single family homes with customary accessory buildings. Walls (6' in height) and fences on side and rear property lines are permitted.

Density, Area, Building, and Yard Regulations: The table below specifies the minimum lot size, minimum lot width, maximum building height, minimum yard setbacks, maximum lot coverage percentage, and distance between buildings, and minimum distance between buildings on adjacent lots.

Min. Lot Area (Sq.Ft.)	Lot Width	Max. Building Height	Minimum Yard Setbacks				Max. Lot Coverage	Min. Distance Between Buildings	Min. Distance Between Buildings on Adjacent Lots
			Front	Side	Street Side	Rear			
Min. 7,500	60'	30'	20'; 10' with side loaded garage	5'	15'	10'	50%	6'	14'

### ■ TH (Townhome)

Permitted Uses: Single-family residential attached dwellings, multifamily residential and accessory uses.

Density, Area, Building, and Yard Regulations for common ownership structure of the parcel (i.e. multifamily condominium): The table below specifies the minimum parcel size, maximum density, minimum parcel width, maximum building height, maximum building width, minimum yard setbacks, maximum parcel coverage percentage, distance between buildings, and perimeter parcel setbacks.

Density, Area, Building, and Yard Regulations for separate lot ownership structure within the parcel (i.e. single-family attached): The table below specifies the minimum lot size, maximum density, minimum lot width, maximum building height, maximum building width, minimum yard setbacks, maximum lot coverage percentage, distance between buildings, and perimeter parcel setbacks..

Parcel Area (Sq.Ft.)	Min. Lot Area/D.U. (Sq. Ft.)	Lot Width	Max. Building Height	Minimum Yard Setbacks					Max. Lot Coverage	Min. Distance Between Buildings	Perimeter Parcel Line Setback
				Front	Side	Street Side	Rear	Street Rear			
26,000	3,500	40'	30'	10'	0'	15'	0'	15'	100%*	10'	30'

\* Coverage of the overall platted parcel containing lots shall not exceed 65%

### ■ OSR (Open Space Recreation)



scale: NTS

## Land Use Description

Land uses have been refined and sited for the proposed PAD by balancing three key objectives:

1. Remove all large lot custom home sites along the ridges and perimeter of the property and replace the majority of that area with a designation of open space recreation.
2. Infill additional buildable areas on the property in and around the basin floor, closest to Eagle Ridge Drive. This will include a range of semi-custom homes as well as the townhomes which will likely take the form of duplexes similar to the Camelot paired homes being constructed on the property now as well as similar paired homes that Toll has developed at the Overlook at Firerock.
3. Remove the planned multi-family unit parcel adjacent to the Ridge House Welcome Center and put that land area into open space. Associated units will be re-distributed to planned areas associated with the semi-custom units and the townhome units.

### SC - Semi-Custom Lots

The associated development plan illustrates the locations for the new semi-custom neighborhood enclaves. This includes four neighborhoods to the west of Eagle Ridge Drive (totaling 144 units and approximately 91 acres and two neighborhoods to the east of Eagle Ridge Drive (totaling 61 units and totaling approximately 11 acres).

### TH - Townhome Lots

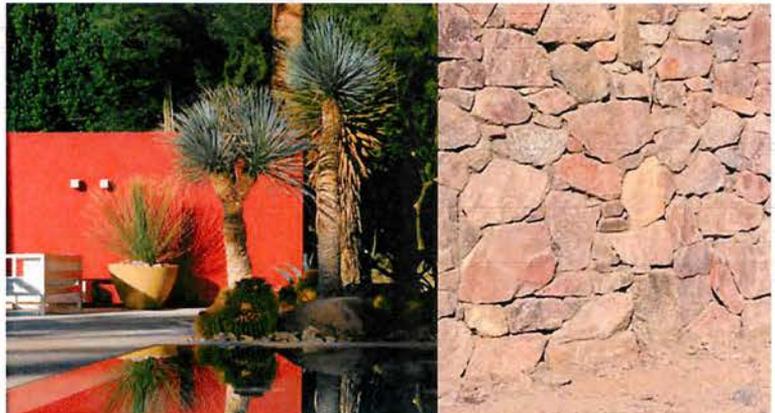
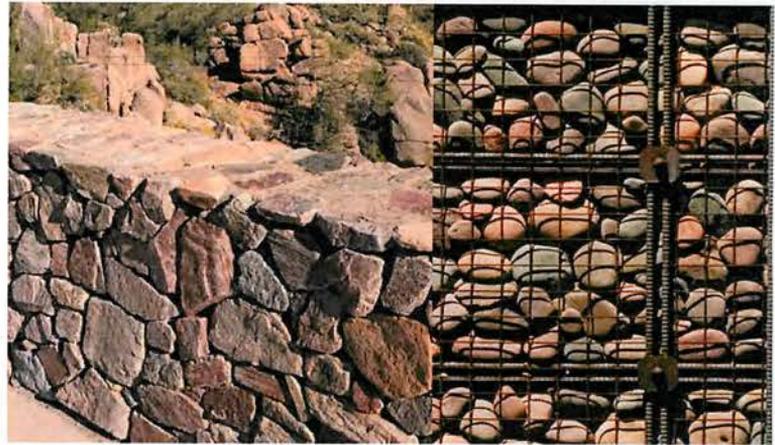
The associated development plan illustrates the locations for the new townhome neighborhood enclave. This enclave is located to the east of Eagle Ridge Drive (totaling 30 units and approximately 10 acres).



### c. Community Theme

The overall site planning will continue to be complemented by community features and theming introduced in Phase One. We will continue to incorporate stone walls, rustic elements, simple geometry, boulders and natural vegetation in common areas. All this is intended to compliment the most recent site improvements associated with Phase One of the project. Community design elements, such as signage and walls, will continue to focus on a range of materials including:

1. RUSTED STEEL
2. STONE BOULDERS
3. RAMMED EARTH
4. BOARD FORM CONCRETE
5. PAINTED METAL/ CONCRETE PANELS
6. WROUGHT IRON
7. ADOBE BRICK AND SLUMP BLOCK





## d. Architecture Concepts

The design intent will continue to establish a variety of styles. The strategy for building theme will continue to create a unifying philosophy of design that echoes some of the historic building aspects of the Sonoran desert. The design intent will continue to focus on design expressions that are authentic to the area and embrace the heritage of the historic inhabitants of the McDowell Mountains. The community theme will continue to be “old Arizona” echoing the simple organic building methods with a contemporary flair, prospectors and ranchers incorporating rammed earth, rustic elements, simple geometry, boulders and natural vegetation.

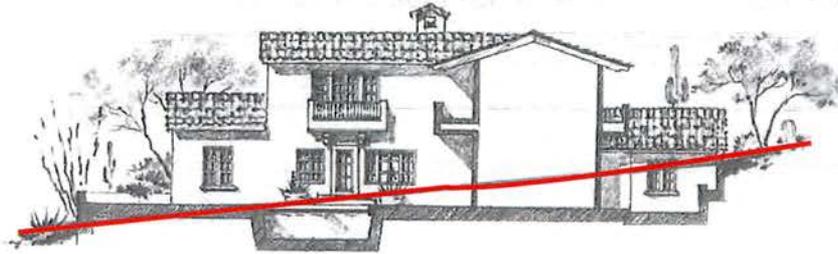
The design guidelines for homes will continue to incorporate environmentally-sensitive design techniques and themes that have long been associated with the desert southwest. A hacienda ranch theme will complement the natural setting and reinforce a desert ranch vernacular that has evolved over centuries. Simple building masses, with broad overhangs, pitched roofs, shed roofs and carefully located courtyards and gateway thresholds provide for indoor/ outdoor living with integrated shade and landscape for comfort and lifestyle. Natural materials of brick, adobe, stone, metal and wood provide attractive visual accents and durability. Strategic placement of doors and windows, along with careful building orientation help to capture natural breezes. The hacienda traditional layout of open oriented rooms reinforces the connectivity to the outdoors and an expanded living area.

Unlike many communities that introduce numerous house styles with the intent of creating architecture variety, Adero Canyon will continue to carefully integrate the many aspects of the hacienda design and incorporate contemporary construction techniques and materials to encourage a strong overall design theme for the community.

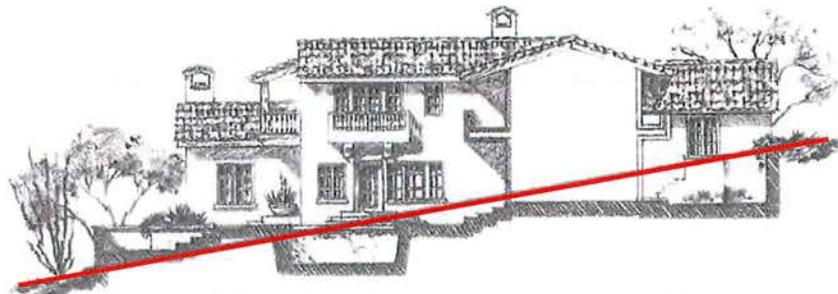
A thoughtful and refreshing spectrum of variety will continue to be integrated based on house size, product type, location, orientation and how homes integrate with the desert setting.



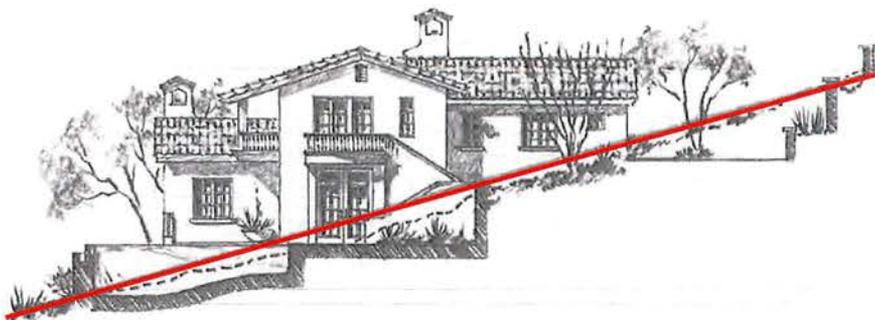
*All included photographs, graphic exhibits, precedent photographs, illustrations, and / or sketch imagery are conceptual in nature and not intended to be specific design. They are intended to provide visual examples and aspirations of the intended design and development outcome.*



House section with ten (10) percent slope in red with single terrace level.



House section with twenty (20) percent slope in red with single terrace level.



House section with thirty (30) percent slope in red with single terrace level.

*See the alternative development standards set forth in Section 5.10(B) of the Canyon-Side Ordinance 17-08.*

*Examples of sensitive design techniques for building homes in and around slopes.*



*All included photographs, graphic exhibits, precedent photographs, illustrations, and / or sketch imagery are conceptual in nature and not intended to be specific design. They are intended to provide visual examples and aspirations of the intended design and development outcome.*



*All included photographs, graphic exhibits, precedent photographs, illustrations, and / or sketch imagery are conceptual in nature and not intended to be specific design. They are intended to provide visual examples and aspirations of the intended design and development outcome.*

## e. Grading Standards

Each newly proposed neighborhood enclave has been walked by the Applicant, the Land Planner and the project Civil Engineer. The organization of roadway layouts and associated building pads has been carefully crafted to limit impacts to significant landforms throughout the development. The "Conservation Community" development strategy, which results in removing a substantial part of the property from private ownership and moves it into an open space conservation easement, also entails located development in more central locations. Like the PAD previously approved, some degree of cut and fill waivers will be required to execute the "Conservation Community" development strategy. The Applicant will coordinate with the Town as part of the Development Agreement to establish the parameters of the necessary waivers for cut and fill. Note, between terraced walls, the "terraced" area can be up to a 3:1 slope for fills and a 2:1 slope for cuts, except as needed for drainage. Maximum cut of a natural slope up to 10' or greater dependent on the stability of the materials excavated, and shall be as prescribed by the Town Engineer.

The applicant will work closely with the Town on an updated grading strategy for the project that best aligns with the previous work done on the property. All agreed upon grading strategies and solutions will be incorporated in the detailed engineering documents to be submitted at time of preliminary plat.

## f. Sewer System

The Town is in possession of the Master Wastewater Plan dated November 6, 2013, prepared by the civil engineers. As part of the associated improvement strategies for the new PAD, the Applicant will coordinate with the Town on the preparation of an updated Master Wastewater plan based on current as built conditions. The updated Plan and associated system will be designed per the specifications of the Fountain Hills Sanitary District (based upon 100 gallons per person per day) for gravity fall with SDR 35 PVC pipe at flow velocities at or below 10FPS. No ductile iron pipe or lift stations are currently anticipated based on preliminary review. The Fountain Hills Sanitary District and the City of Scottsdale have confirmed that Adero Canyon is within their service areas and that existing plant capacities are sufficient to serve the wastewater plan for Adero Canyon and the total number of units previously approved.

The applicant will work closely with the Town on an updated sewer strategy for the project that best aligns with the previous work done on the property. All agreed upon sewer strategies and solutions will be incorporated in the detailed engineering documents to be submitted at time of preliminary plat.

## g. Water System

The Applicant will work closely with the Town on an updated water strategy for the project that best aligns with the previous work done on the property. All agreed upon water strategies and solutions will be incorporated in the detailed engineering documents to be submitted at the time of preliminary plat. Adero Canyon contains four pressure zones which will be served by two reservoirs.

- Existing Reservoir
- Future Eagle Ridge North Reservoir

Along with booster pump stations and pressure reducing valves to regulate minimum and maximum system pressures, each reservoir will serve maximum daily demand and peak hourly demand based upon design criteria established by EPCOR, including fire flow demand at 2 hours for residential uses and at 3 hours for non-residential uses. Hydrants will be placed in accordance with appropriate regulations and will be reviewed and confirmed with the Fountain Hills (Rural/Metro) Fire Department.

The final design of the water system will be prepared per design specifications of EPCOR (and the IBC Plumbing Code) and subject to the approval of the Town.

## h. Circulation/Streets Plan

A traffic impact study was prepared previously in 2013 when the projects overall density was proposed (and subsequently approved by the Town) to increase from 171 units up to 343 units. The new PAD area consists of a total of 238 existing units and a proposed total number of units at 235. This overall decrease in density does propose a shift in the location of a significant portion of the units to the northwest portion of the property where land areas are more conducive for development. The Applicant will prepare a new traffic study as part of the overall planned development in order to clearly understand any associated impacts on traffic, street design and overall circulation. The following exhibit has been highlighted with the proposed locations of new roadways. The Eagle Ridge Drive extension will be designed as a public right-of-way and the technical data (out puts) from the new Traffic Study and coordination with the Town will determine its street classification as well as its proposed design speed. All other roads planned for direct neighborhood access will be private roads maintained by a property owner's association and will be designed to standards based on the Traffic Study and Town's input.



Wash crossings shall be shown on plats and bridges may be con-arch design and/or culverts so long as designs incorporate concrete bottoms or sandy bottoms with rip-rap under the sand and along the sides as necessary.

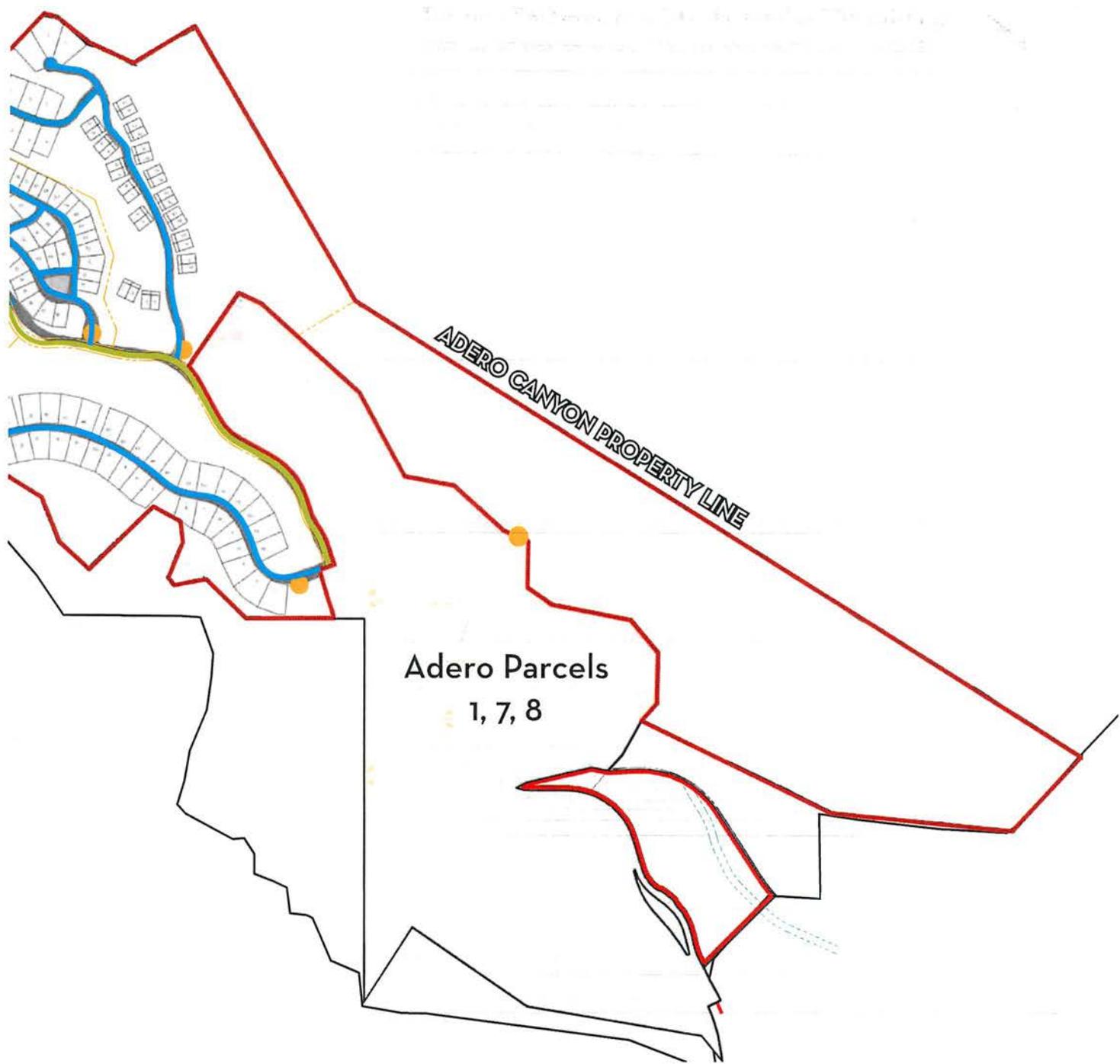
### LEGEND

-  Phase 2 (Current Request) PAD Boundary
-  Private Road
-  Public Road
-  Neighborhood Entry Gate Access to Scottsdale Mountain Estates Public Access Easement

*Note: To Enhance community aesthetics and avoid unnecessary concentrations of storm water collection, roadway curbs may be rolled or 12", 18" or 24" ribbon style on all public and private streets at the discretion of the Applicant except where rolled or vertical curbs are necessary for storm water management. Temporary on-street parking shall be permitted on all private streets on the non-sidewalk side of the street so long as a 20' drivable width remains within the R/W as to permit the safe passage of emergency vehicles. For Hillside Local Roads, minimum horizontal curve length shall be 50'. New street names to be provided by Applicant and shall replace previously submitted. On street 90 degree parking shall be provided on private streets within the townhome areas.*



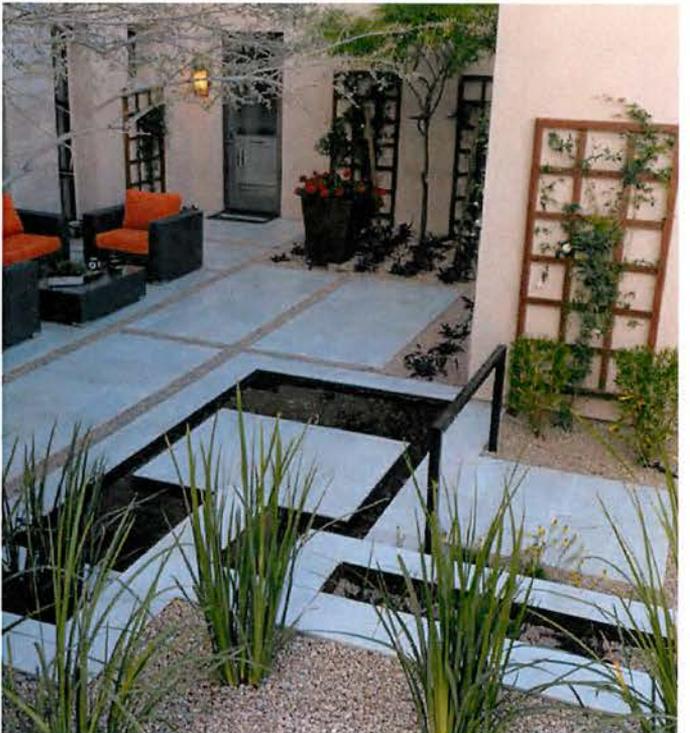
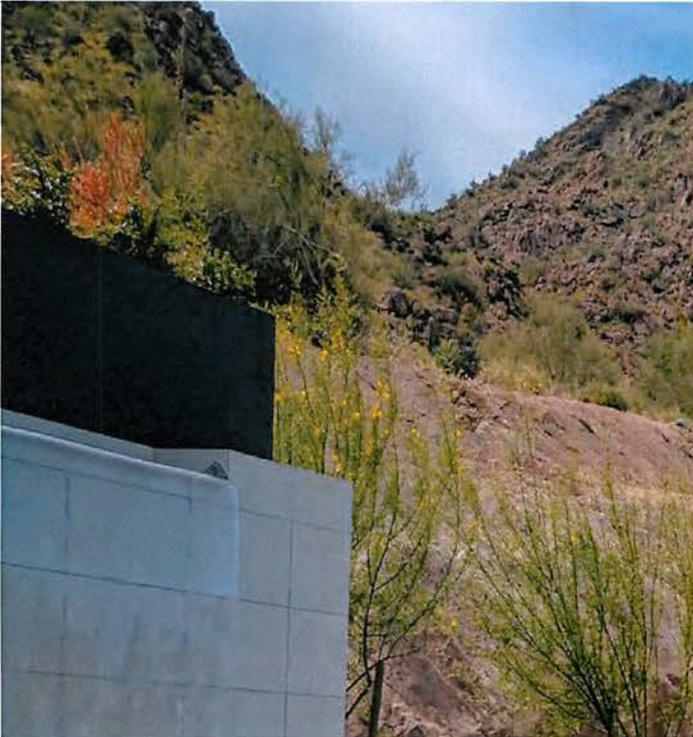
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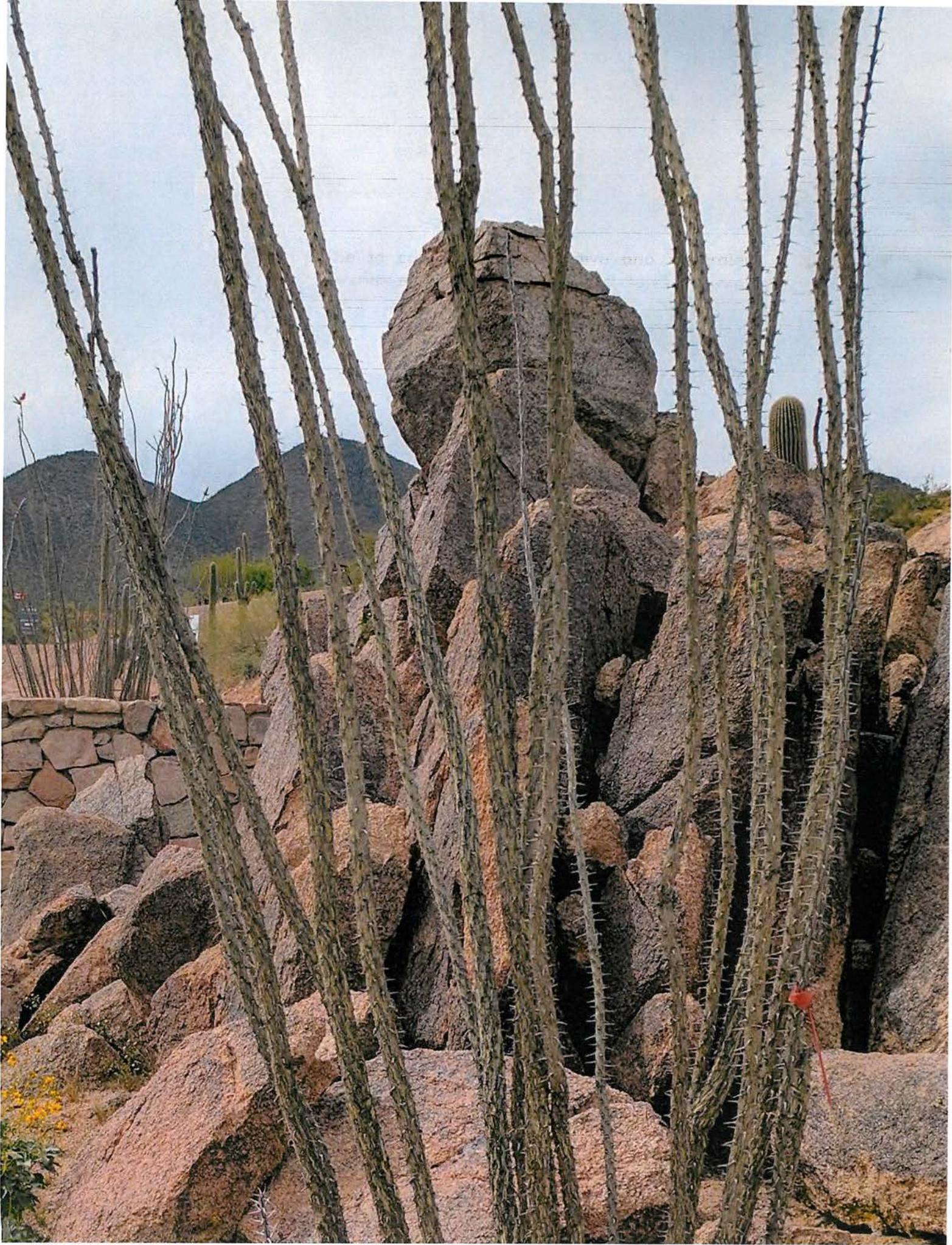


## i. Site Design And Landscape

### Site Design

The goal for site planning and site design will be to continue the distinctive and integrated environments that have added to the overall character and quality of the property. The sensitive nature of the planning is intended to have a “light touch” on the land and careful site planning will reinforce an overall development that is carefully integrated with nature and the dramatic Sonoran desert environment. Special care with all site planning issues will continue to focus on the relationship between the aesthetic of highly visible built elements coupled with the desire to provide an individual residential setting that delivers privacy, beauty and meets the functional needs of each individual home owner. In addition, the plan has organized home locations to take advantage of dramatic views within the canyon and to the south.

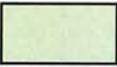




## Landscape

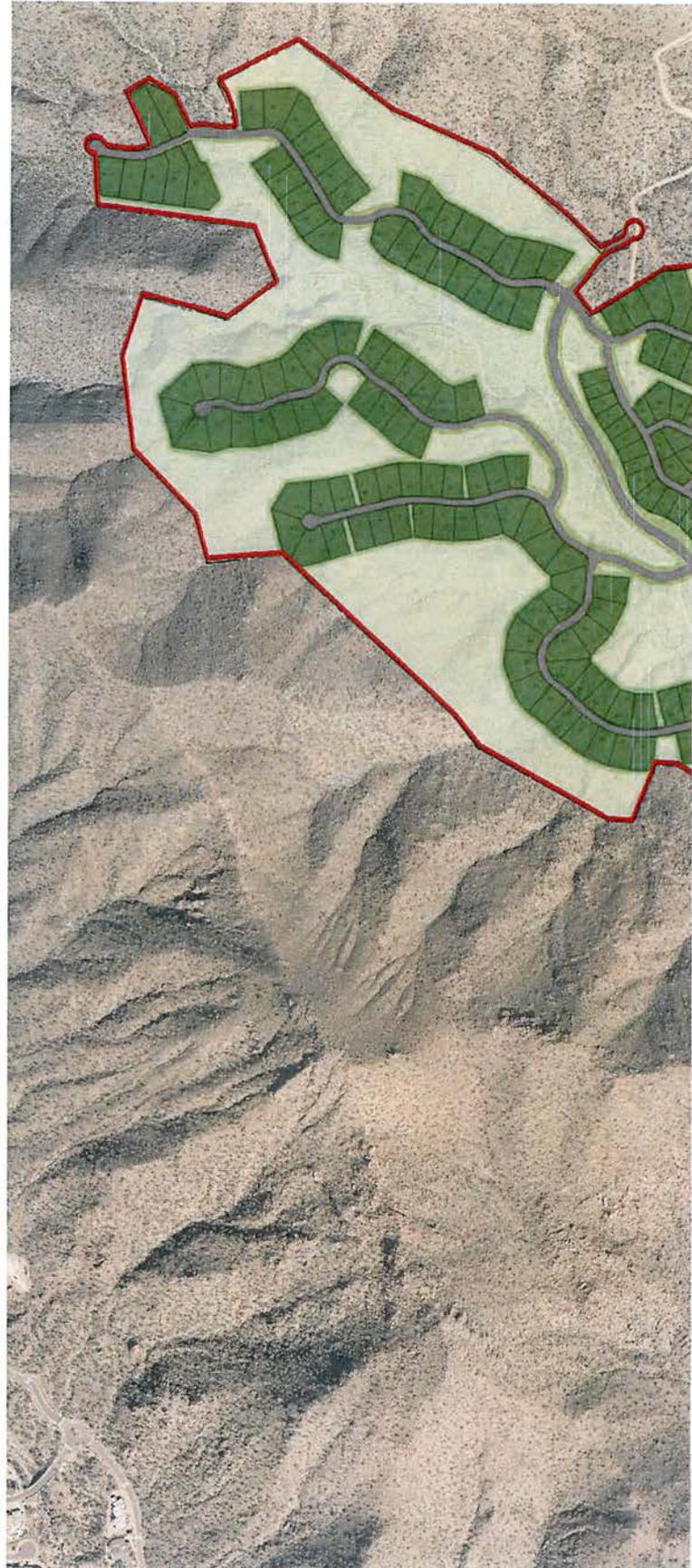
The overall landscape strategy for the development will continue to focus on highlighting the special nature of the Adero Canyon environment. All site improvements will continue to be complimented with landscape treatments of native trees, shrubs, cacti, succulents and ground covers. The planting design will continue to establish a strong visual link between new construction and the native, natural setting.

A comprehensive landscape strategy comprised of three primary treatment zones will continue to be utilized to ensure the overall landscape design intent. These three zones will include:

-  Native Treatment - areas intended for native open space.
-  Transitional Treatment - areas along streets and ROWs adjacent to the natural desert.
-  Enhanced Treatment- areas immediately surrounding new development

Each treatment maintains its own identity and consistency of character while sharing plant species and design elements to create logical transitions between landscaped areas. These differing treatments are designed to both promote preservation and allow homeowners flexibility in personal aesthetic within their prospective lots while maintaining a unified theme.

All plant materials shall be from the Town of Fountain Hills approved plant species lists. A property owners' association shall be responsible for the maintenance of landscaping along all rights of way including the public right of way for Eagle Ridge Drive.





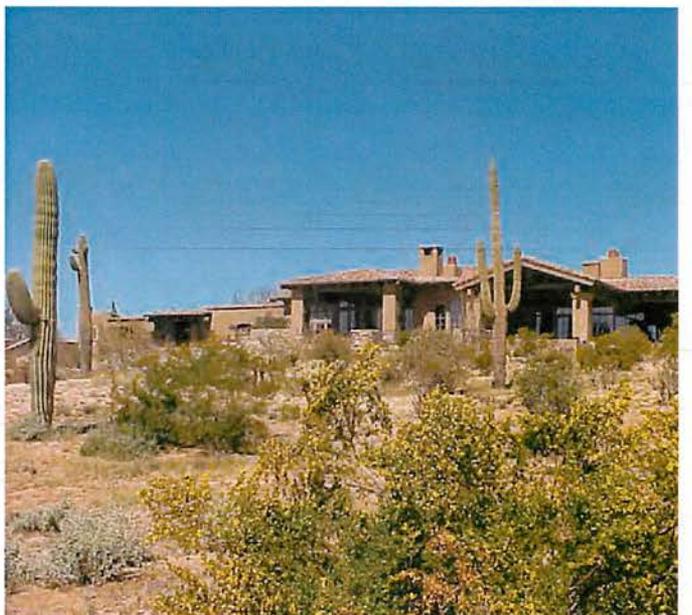
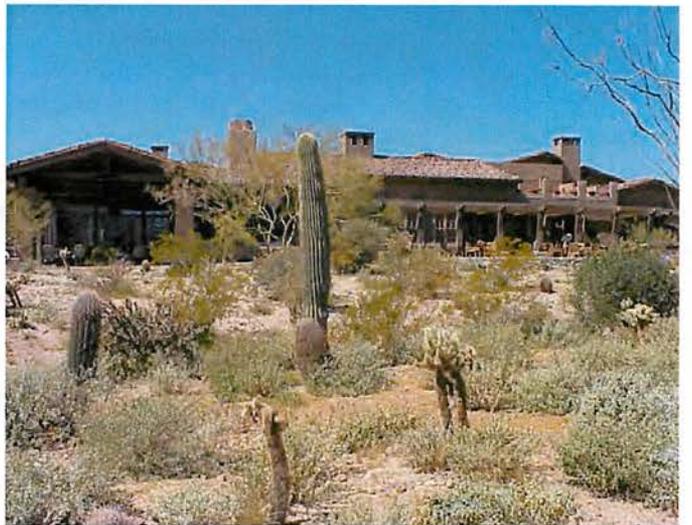
## Native Landscape Zone

The Native Landscape Zone (NLZ) is intended to mimic the native condition of Adero Canyon in both plant species and densities as well as native ground cover treatment. Disturbance from construction activities within the NLZ will be revegetated to the native condition. NLZ areas are primarily reserved for native open space.



## Transition Landscape Zone

The Transition Landscape Zone (TLZ) is similar in nature to the Native Landscape Zone and has the general appearance of the natural desert, but is intended to incorporate additional adaptive species to seamlessly blend the Native and Enhanced Landscape Zones. The TLZ is also appropriate for improved roadside landscapes and disturbed areas that warrant an improved landscape treatment.



## Enhanced Landscape Zone

While the Enhanced Landscape Zone (ELZ) maintains many of the same characteristics as the Native and Transition Landscape Zones, it allows for additional adaptive species and treatments for improvements adjacent to residential development and key community features such as site amenities and community entrances. The ELZ allows flexibility for individual residential expression while maintaining continuity throughout the community and with the native condition of Adero Canyon.



PLAN 1  
PARKER

PLAN 1  
PARKER





## j. Open Space Improvements

The most significant amenity throughout the community is the natural setting of the McDowell Mountain Preserve. The master plan will incorporate natural open space as a major land component with at least 51% of the PAD Area (40% of the total development area) for land to be left in its natural state. Future improvements to the property will focus attention on landscape treatments and consider impacts to the environment.

The "conservation community" plan identifies the general strategy for integrated paths and trails throughout Adero Canyon and how they may link to existing facilities outside the property. The final implementation of paths and trails will balance privacy issues associated with homeowners and accessibility opportunities for the public. The plan on the following pages presents three small private neighborhood amenities and three notable public facilities as follows:

### *Eagle Ridge Trail*

Meandering natural trail of stabilized decomposed granite extending from the end of current improvements to a future trailhead at the northern end of Adero Canyon and will generally follow the large natural wash through Adero Canyon.

### *Adero Canyon Trailhead*

A public trailhead complete with water and restroom facilities will be constructed and maintained by the Town of Fountain Hills at the northern end of the Eagle Ridge Drive extension in the McDowell Mountain Preserve. The construction of Eagle Ridge Drive will be done in multiple phases. The Applicant will provide public access to the trailhead cul-de-sac following completion of the next phases of Eagle Ridge Drive. This access will include a paved extension of Eagle Ridge Drive from the end of current improvements to the trail head cul-de-sac, as defined by the Development Agreement.

### A note about stabilized decomposed granite (DG)

Shall be utilized in accordance and alignment of previously approved PAD.

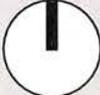


# Open Space Improvements

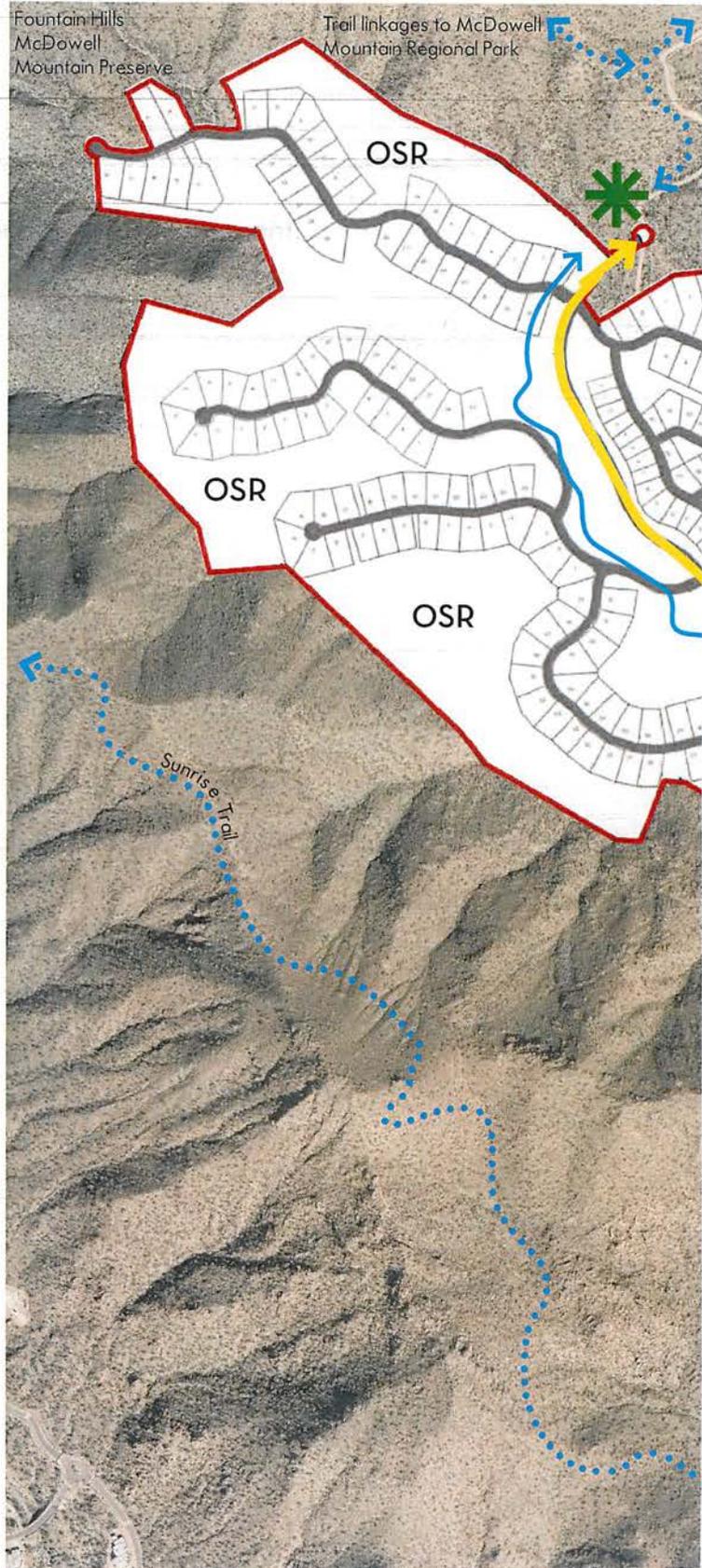
**LEGEND**

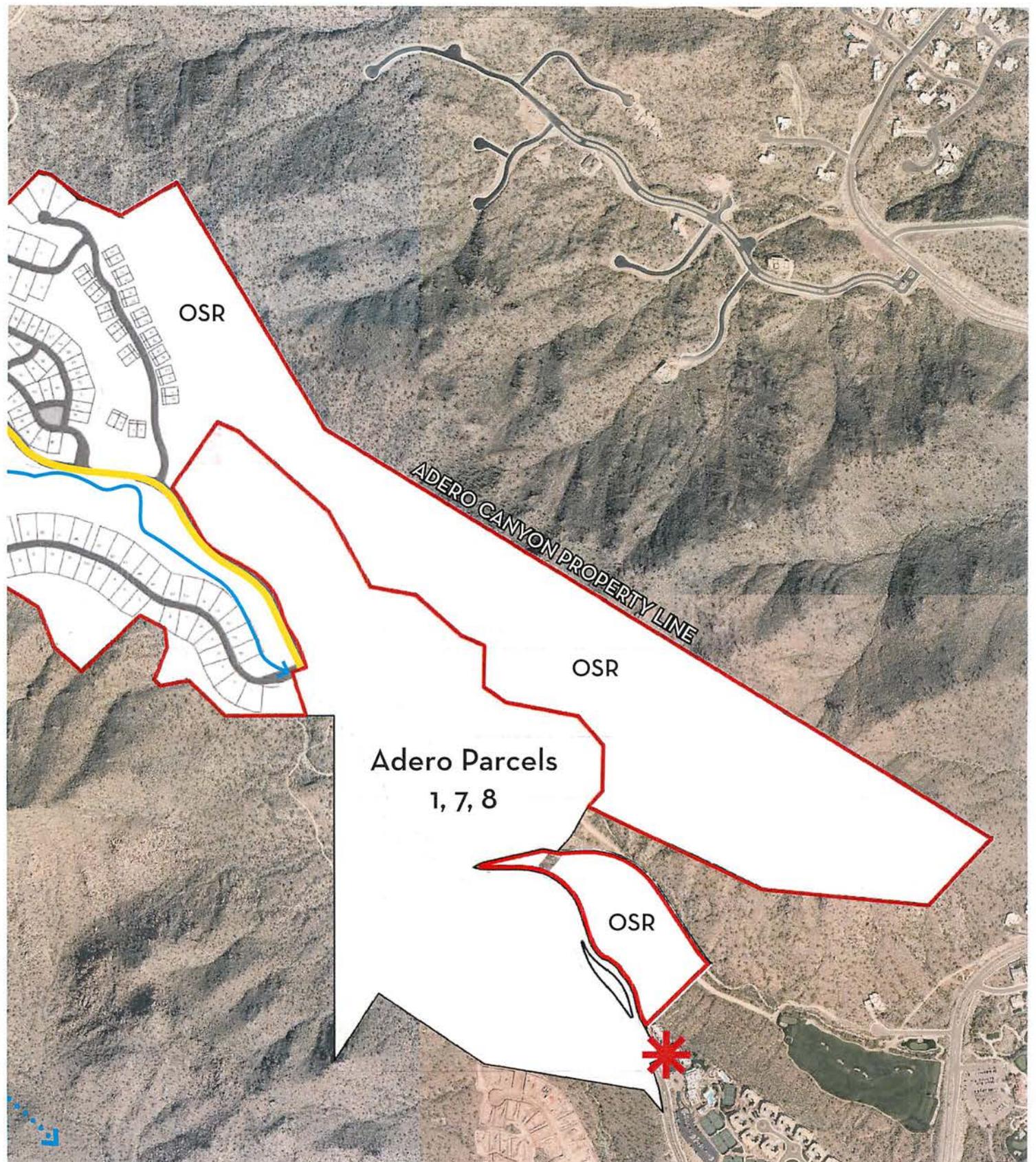
-  Neighborhood Gateway & Southern Trailhead Access
-  Trailhead
-  Eagle Ridge Dr. Paved Improvements
-  Eagle Ridge Trail  
(on one side of Eagle Ridge Dr. meandering class A concrete, 6' wide)  
(meandering path, with street connections at bridges & intersections)
-  Regional Trail Access
- OSR** Open Space Recreation

*Note: All other hillside local roads to have 6' concrete sidewalks on one side only. Provide S/W due to road steepness, curves, reduced lot areas, road lengths per Development Agreement.*



scale: NTS



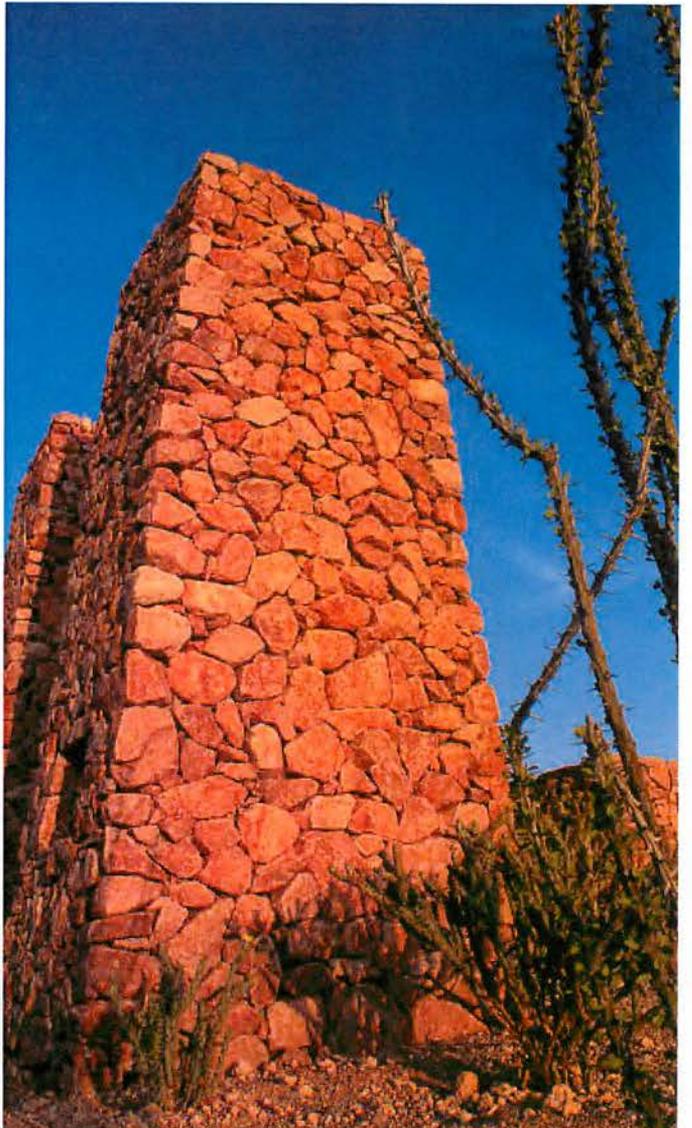


## k. Signage

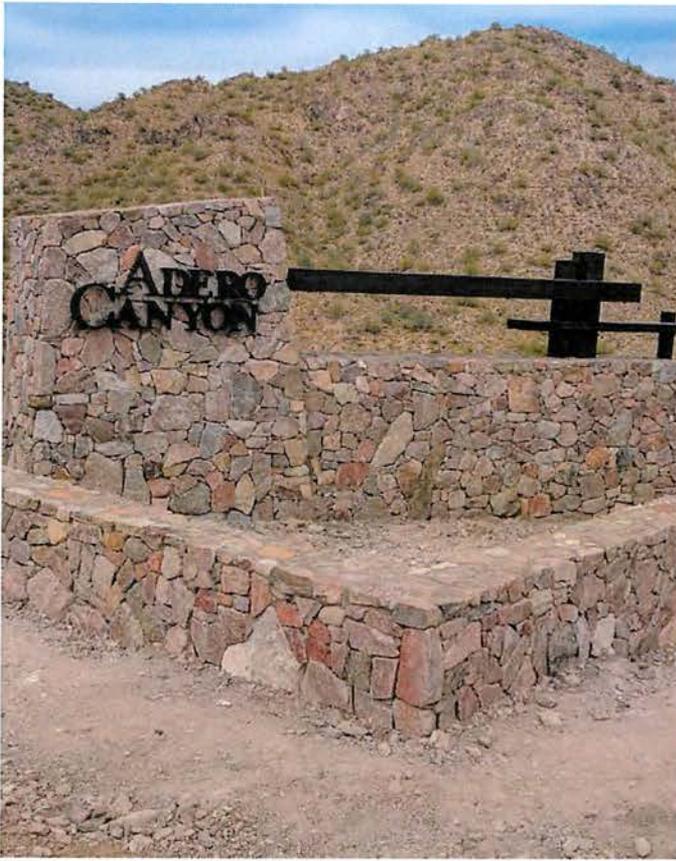
All proposed signage should be thoughtfully integrated with the overall community theming and match the new built elements on the property. All signage will be incorporated with care and restraint so as not to result in visual clutter within the overall development. For the purpose of signage and wayfinding, the system should be organized into two main categories: Permanent Signs and Temporary Signs. In general, Permanent Signs are intended to remain in place long after the last construction project is complete within the community. Temporary Signs are intended to support the permanent sign program specifically for the builder/ owner as new residential projects come on line.

Specific Permanent Signs may include; monument signage, wayfinding & identity signage and specialty signs.

A property owners' association shall be responsible for the maintenance of any custom signage along all rights of way including the public right of way for Eagle Ridge Drive. Custom signage for vehicular control shall convey the basic principles that govern design in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).



*All included photographs, graphic exhibits, precedent photographs, illustrations, and / or sketch imagery are conceptual in nature and not intended to be specific design. They are intended to provide visual examples and aspirations of the intended design and development outcome.*



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## Conceptual Signage Plan

The proposed signage has been designed to limit any visual clutter on the land and focus on providing helpful information to residents, visitors, guests and emergency responders. Features, materials and design elements are intended to compliment the beautiful setting.

The plan will look to compliment the recently installed signs associated with phase one construction.

### LEGEND



Neighborhood Identification Signage



Specialty Signage

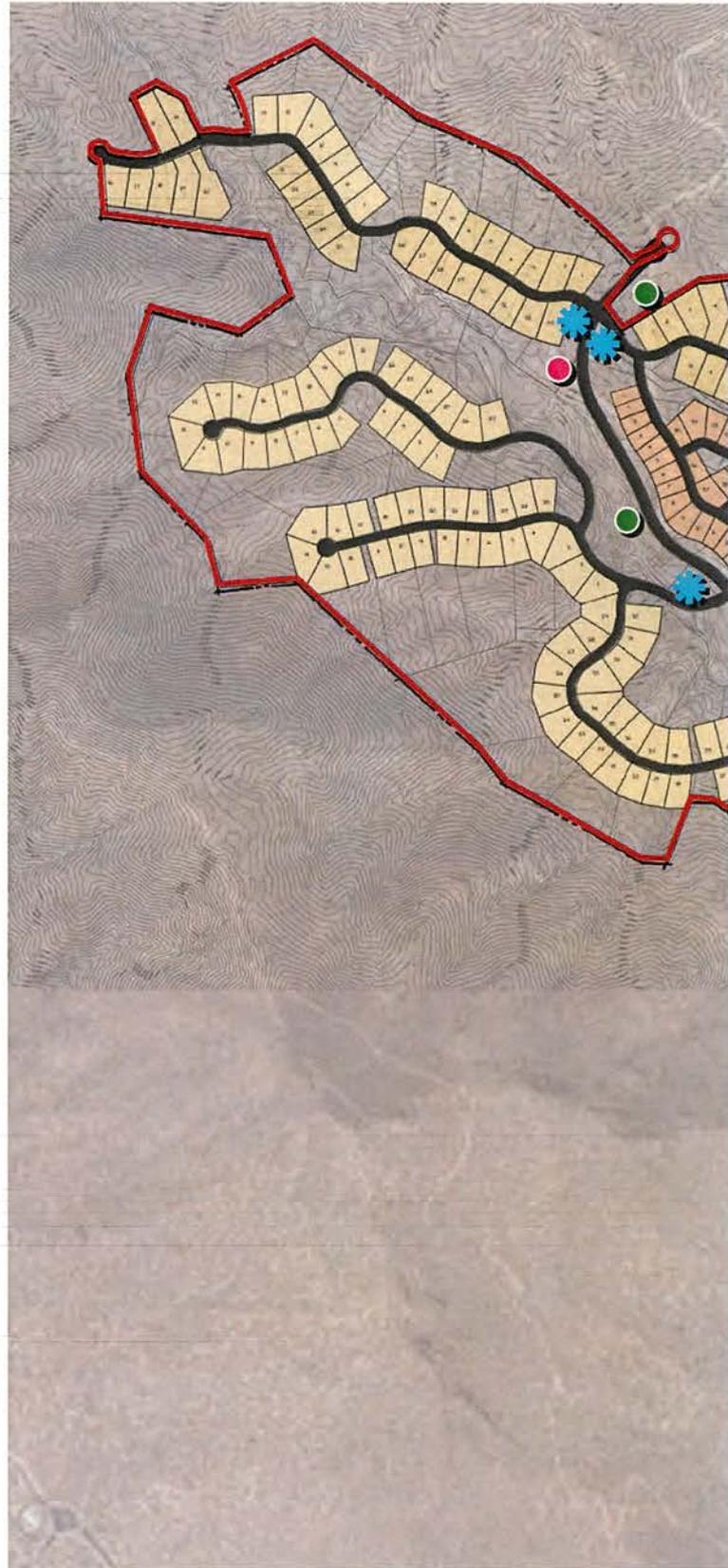


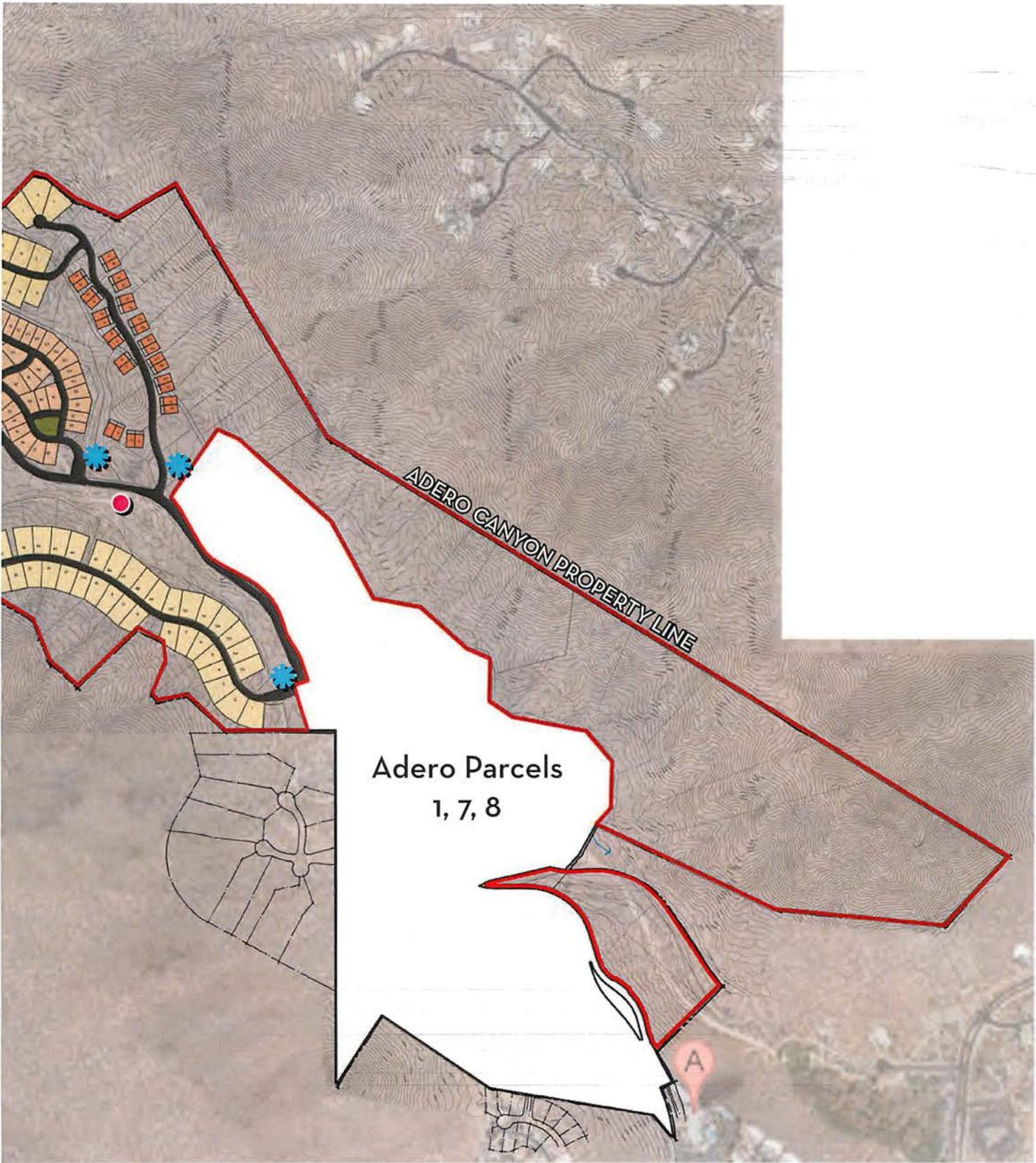
Wayfinding Signage

*Note: Final signage plan to reflect flexibility to add or move signs shown on the attached. Additional temporary signage will be installed relative to the home sales effort. Additional signage required for all traffic and circulation related functions. Custom traffic signs shall be permitted provided they convey the basic principles that govern design in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) with respect to shape, size, color, composition, and legibility.*



scale: NTS





## Conceptual Design

The signage design is intended to incorporate a variety of materials, features, and components that help to reinforce the overall character and community theme for Adero Canyon and compliment recently installed signs. Rammed earth, rusted steel, and boulders will carefully integrate in a organic manner to celebrate the very best features of the Sonoran Desert. Signage concepts depicted are understood to be conceptual in nature portraying intended general characteristics. Final detailed designs will be submitted in future design phases.



**Street and Traffic Signage**



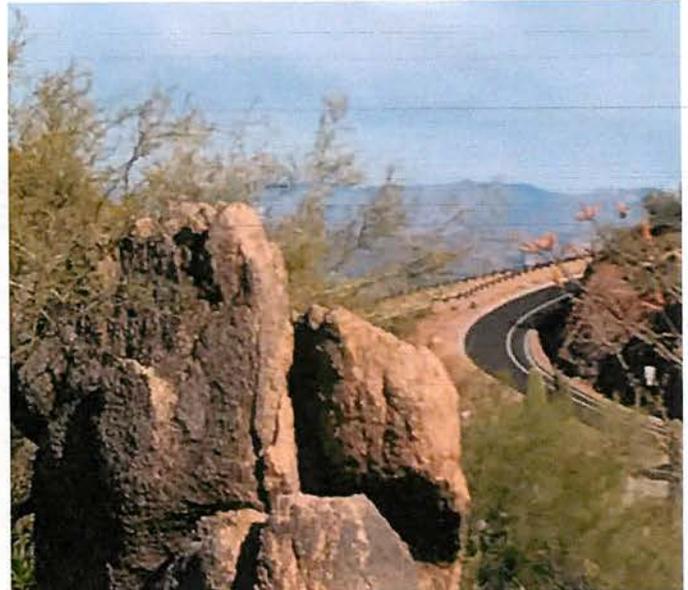
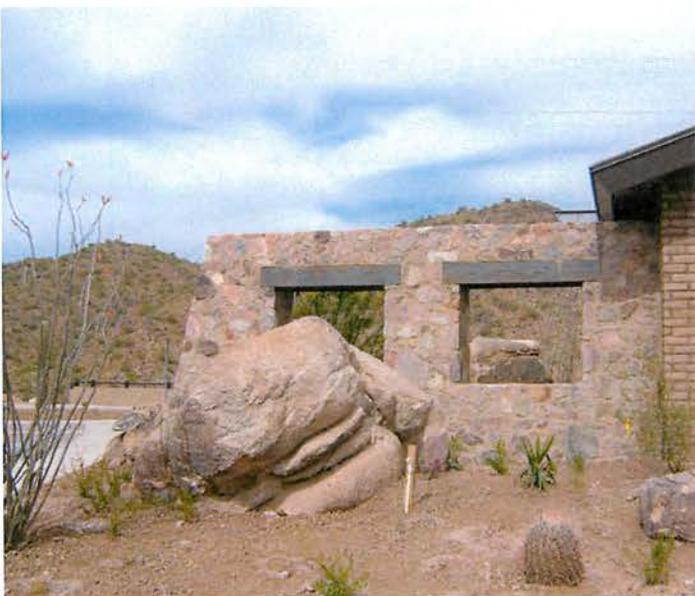
**Wayfinding Signage**

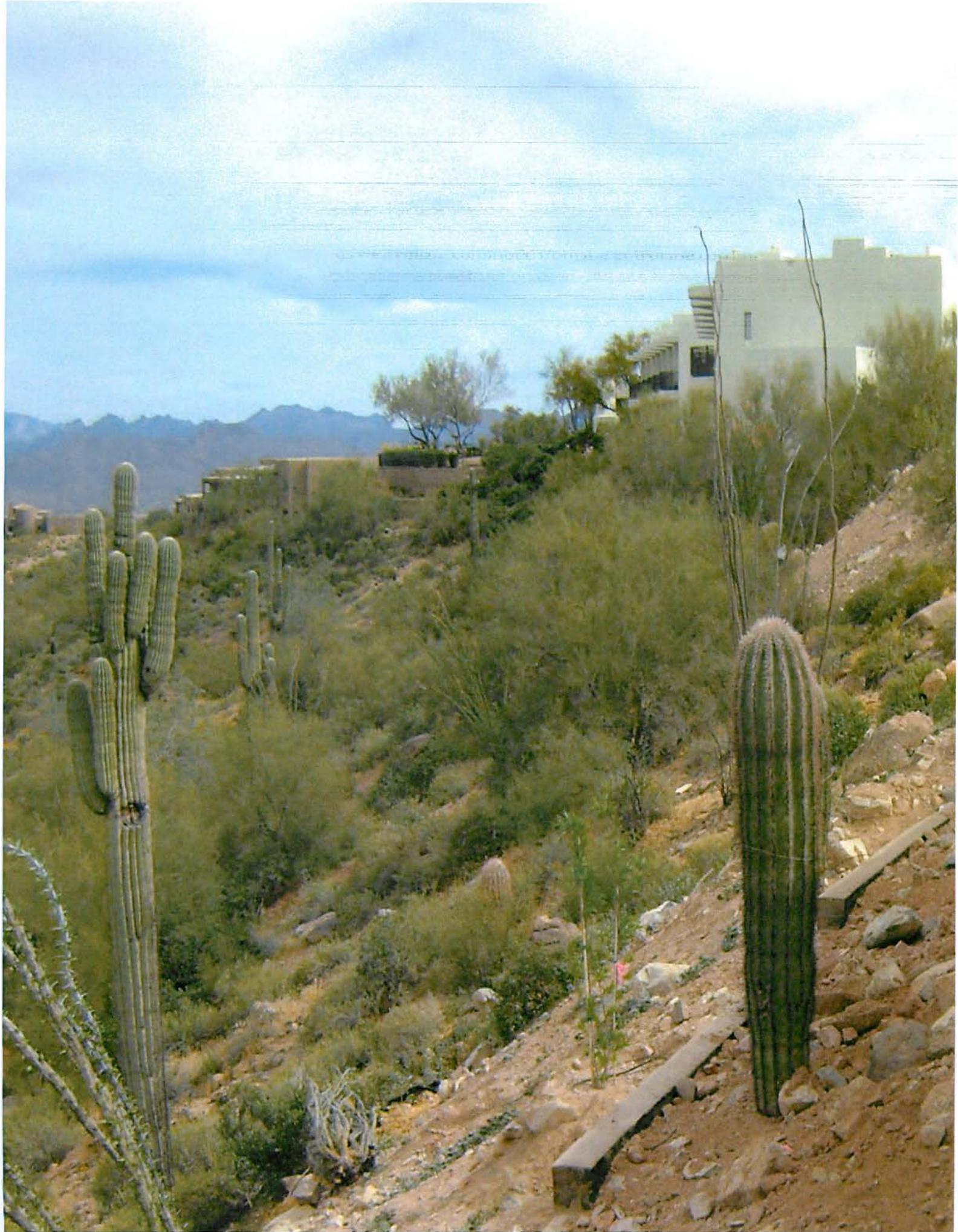
*All included photographs, graphic exhibits, precedent photographs, illustrations, and / or sketch imagery are conceptual in nature and not intended to be specific design. They are intended to provide visual examples and aspirations of the intended design and development outcome.*



## I. Transition from Existing Context

In all instances, the refined plan provides sensible integration and transition from adjacent new development within Adero Canyon. Eagle Ridge Drive will continue to be improved as each phase develops. All associated utilities and infrastructure as well will be continued from the end of the current phase one construction area. All site features and elements (signage and planting design) will be done in a manner to create a seamless transition from old (current) to new development.





## **m. Compliance with Existing Agreements**

### **SETTLEMENT AGREEMENT MODIFICATION**

On December 4, 2001, the Town of Fountain Hills and MCO Properties entered into a Final Settlement Agreement ("Agreement") allowing the Town to acquire approximately 1,269 acres of land to add to the Fountain Hills McDowell Mountains Preserve. The Agreement acknowledged that the Town had approved final master plats for Eagle Ridge North (later renamed Adero Canyon) and Eagles Nest.

On October 6, 2011, a First Amendment to the Final Settlement Agreement was approved which, among other things amended the timing of certain infrastructure improvements and vesting periods.

On September 15, 2016, the Town and the successors in interest to MCO Properties agreed to the First Amendment to the Amended and Restated Final Settlement Agreement which, among other things provided for the construction of the trailhead and eliminated Adero and Adero II's obligation to provide temporary utilities.

Toll Brothers is now under contract to purchase certain portions of Adero Canyon, necessitating amendments to the agreement to reflect MCO or its successor in interests remaining obligations, and to reflect Toll's obligations as it relates to the portion of Adero Canyon they will be developing. Amending the Agreement will be a separate action involving all of Adero Canyon, including those portions of Adero Canyon that are outside the boundaries of this PAD application. Eagles Nest is not included in the amendments to this Agreement and is not affected by either the Major General Plan Amendment or the rezoning case.

## n. Community Property Owners Association (POA) .....

Adero Canyon property owners will be subject to private design guidelines established through the POA Covenants, Conditions and Restrictions (CC&Rs) that include architecture and site improvements. All house product design reviews will be reviewed by an established POA committee. Any Association or Sub-Association will be responsible for the maintenance and up keep of private amenity facilities, private roads and other improvements on POA property.

## **4. POSITIVE IMPACT ON FOUNTAIN HILLS**

The projected residents/home owners associated with the “conservation community” development plan will be more socially and economically diverse which will attract them to the mix of housing product in the new plan rather than the single custom-home product in the original plan. The new plan will appeal to a broader age bracket with some working professionals, some families, some active empty nesters and some retirees.

### **a. Population & Schools**

Based on the target markets for each product type, it is estimated that the population within the Adero Canyon development upon completion will increase Fountain Hills resident population by approximately 750 +/- people. It is anticipated that the market for these household units will be mature families with some young children generally. The impact to child population in the Fountain Hills School District will be minimal (70 +/-).

### **b. Traffic and Streets**

As part of the proposed PAD and associated GPA, the Applicant will complete Eagle Ridge Drive to the “top” of the property where the Town’s proposed trailhead is envisioned.

### **c. Public Utilities**

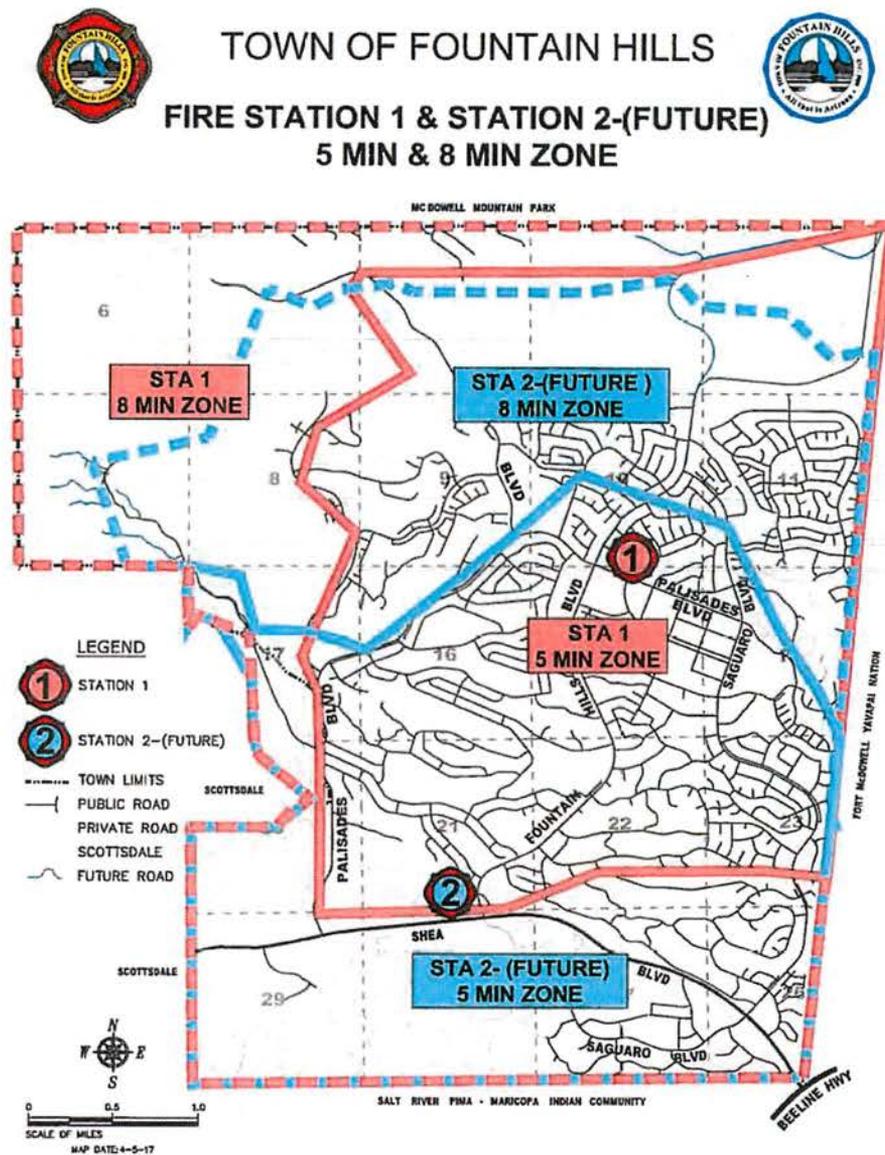
Conversations with managers at EPCOR, the Fountain Hills Sanitary District, Southwest Gas, and Salt River Project indicated that existing utility infrastructure capacities are sufficient to serve the revised Adero Canyon master plan without negative impacts to offsite plant capacities or existing transmission lines. The project also contemplates extending services from Cox Communications and Qwest.

### d. Trails & Trailhead Access

The PAD will enable Adero Canyon to commence sooner than it otherwise would with the existing land plan. This will ensure that financial resources presently available to the Town will not be lost before they expire. The addition of the Eagle Ridge concrete trail will also dedicate an additional public amenity not provided in the existing plan.

### e. Fire & Life Safety

Fire and ambulance service can reach all of Adero Canyon, including Phase II, within an 8-minute response time, serviced by the existing Fire Station 1. The new Fire Station 2, located at the northwest corner of Shea Boulevard and Fountain Hills Boulevard on land that was provided by the current owner of Adero Canyon Phase II, will place the entrance to Adero Canyon within a 5-minute response zone and will provide additional service to all of Adero Canyon.



## 5. COMPATIBILITY WITH GENERAL PLAN

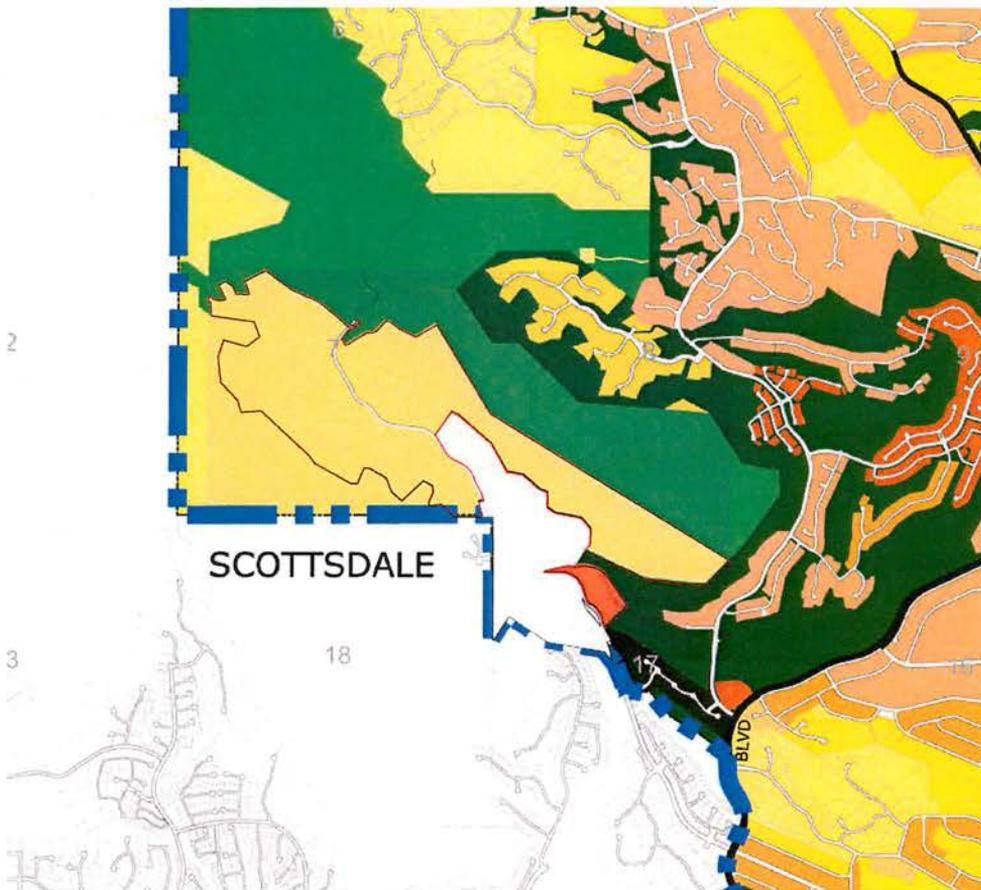
### Role of the General Plan and Relationship to Adero Canyon

The Fountain Hills 2010 General Plan provides a focused and comprehensive vision for guiding community growth through meaningful development. In many ways, the Adero Canyon Phase II development will directly promote many of the long-term goals and objectives outlined in the General Plan.

Pursuant to the guidelines established by the General Plan, any proposed amendment to the General Plan 2010 may not result in an adverse impact to the community as a whole. Public participation shall be encouraged for any proposed amendment to the General Plan 2010 and all legal requirements shall be met. Through the achievement of many of the goals and objectives of the General Plan, these criteria are met and will ensure positive impact of the development on the community.

## Fountain Hills General Plan 2010

### Existing Zoning



Single-Family Residential Districts	
R-190	1 du per 190,000 sq ft
R1-43	1 du per 43,560 sq ft
R1-35	1 du per 35,000 sq ft
R1-18	1 du per 18,000 sq ft
R1-10	1 du per 10,000 sq ft
R1-8	1 du per 8,000 sq ft
R1-6	1 du per 6,000 sq ft
Multi-Family Residential Districts	
M-1	1 du per 5,445 sq ft
M-2	1 du per 4,356 sq ft
M-3	1 du per 3,630 sq ft
R-2	1 du per 4,000 sq ft
R-3	1 du per 3,000 sq ft
R-4	1 du per 2,000 sq ft
R-5	1 du per 1,740 sq ft
Commercial Districts	
C-O	Commercial Office
C-C	Common Commercial
C-1	Neighborhood Commercial
C-2	Intermediate Commercial
C-3	General Commercial
Employment Districts	
IND-1	Planned Industrial
IND-2	Light Industrial
TCCD	Town Center
L-1	Very Low Density Lodging
L-2	Low Density Lodging
L-3	Medium Density Lodging
UT	Utility
Recreational District	
OSR	Open Space Recreational
OSC	Open Space Conservation
OSP	Open Space Preservation
Fountain Hills	
Jurisdictional Boundaries	
Arterial ROW	
State Highway	

\* No land is presently zoned this classification  
 Note: Official zoning is depicted on the Towns Official Zoning Map

Specific examples of how the proposed PAD aligns with the General Plan includes the following references to the major elements, goals, and objectives highlighted in the Town's guiding document.

## Land Use Element

Goal Five: "Protect and preserve existing neighborhoods from incompatible adjacent land uses."

Objective 5.2: "The Town should continue to preserve open space and natural washes as buffers between and within zoning districts."

*Adero Canyon is surrounded by open space except for an intended connection to Copperwynd. The proposed Major General Plan Amendment that accompanies this PAD will further accommodate the preservation of open space.*



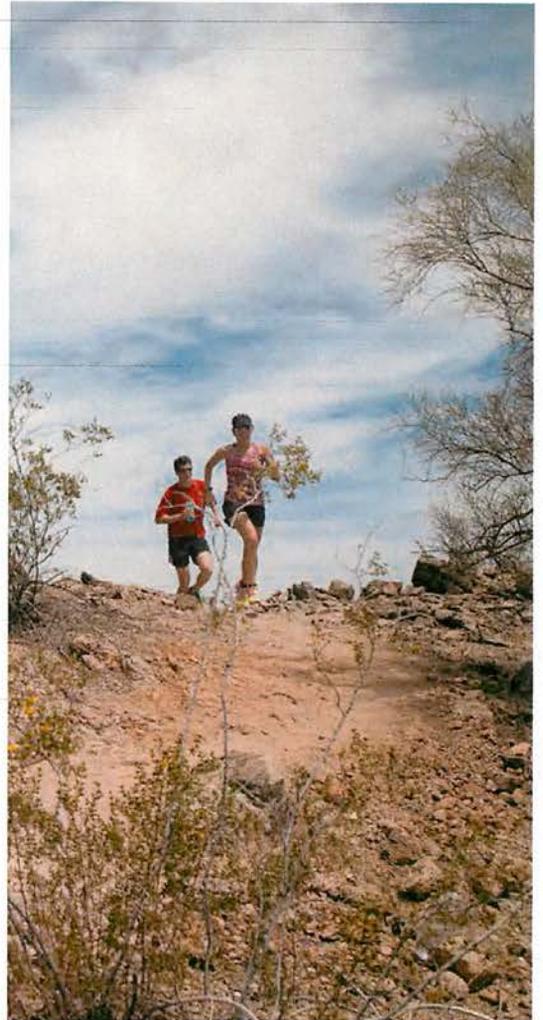
**Goal Six:** “Continue to preserve open space and maintain strict guidelines for the conservation of natural resources.”

**Objective 6.1:** “The Town should continue to preserve steeply sloping hillsides, wash areas, and tracts of contiguous open space.”

**Objective 6.3:** “The town should maintain linkages in the form of pedestrian paths, visual corridors, and interconnection to public art.”

**Objective 6.4:** “The Town should continue to consider additional opportunities to connect its open space/trail system with the Maricopa County McDowell Mountain Regional Park regional trail system in a manner that protects natural assets, minimizes potential environmental degradation and discourages motorized vehicular traffic.”

*The proposed amendment enhances the provisions of open space in several ways including; expanded native desert areas, greater accessibility to open space through an interconnected trail system and special park features in close proximity to neighborhoods.*



## Growth Areas Element

**Goal Three: “Encourage the development of a variety of housing types.”**

*Adero Canyon Phase II is planned as a diverse set of residential options driven by an existing gap in the housing market. The current housing mix in Fountain Hills consists primarily of low and high-income homes with little in the middle. Adero Canyon Phase II will promote a balanced variety of housing types that are sensitive to the character of the community. Housing styles will include townhomes and semi-custom homes among a natural desert setting with an abundance of open space.*

*The current General Plan designation of the Site consists of a mix of R1-43, R1-8, and R1-6 designations. Adero Canyon Phase II is designed to respect the existing land use designations through a variety of housing options that correlate with the current blend of densities on the land use map. The proposed PAD does not seek to deviate from the existing residential category, rather the goal is to seek the designation of Townhome and Semi-Custom Residential within this PAD, which will allow for the preservation of a significant areas of open space.*

**Objective 3.1: “The Town should encourage creative solutions for topographically challenging sites.”**

*The proposed amendment illustrates a thoughtful and sensitive solution for incorporating a variety of housing types within Adero Canyon including semi-custom homes and townhomes. The proposed land use has been organized in a highly sensitive manner based on careful consideration of slopes, drainage, landform, and topography.*

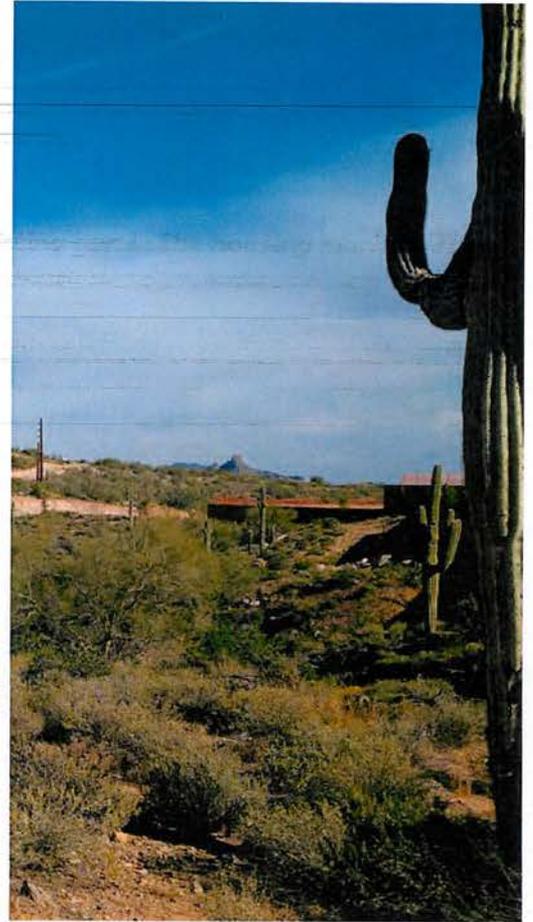


**Goal Six: Encourage developments that preserve and protect natural resources.**

Objective 6.1: The Town should encourage development, revitalization and redevelopment projects that set aside dedicated preservation areas.

***Response: Through the preservation of several acres of dedicated open space, this proposal respects and preserves the natural resources and desert environment of the McDowell Mountain Regional Park. Accessibility to the open space will be encouraged through the development of an interconnected trail system and special park features located in close proximity to neighborhoods.***

***The preservation of open space is a key design theme to the Adero Canyon Phase II development and will promote the achievement of this objective. Over 167 acres of open space are incorporated into the development plan, over 51% of the PAD area. The open space areas will create significant, natural buffers between the homes and the adjacent McDowell Mountain Regional Park to promote land use compatibility and enhance the character of the community.***

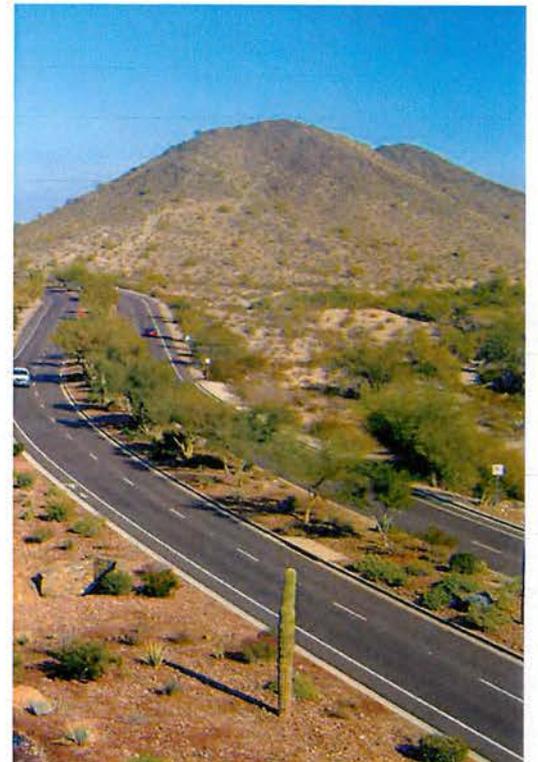


## Circulation Element

**Goal Three: "Provide for and encourage the use of non-vehicular modes of circulation."**

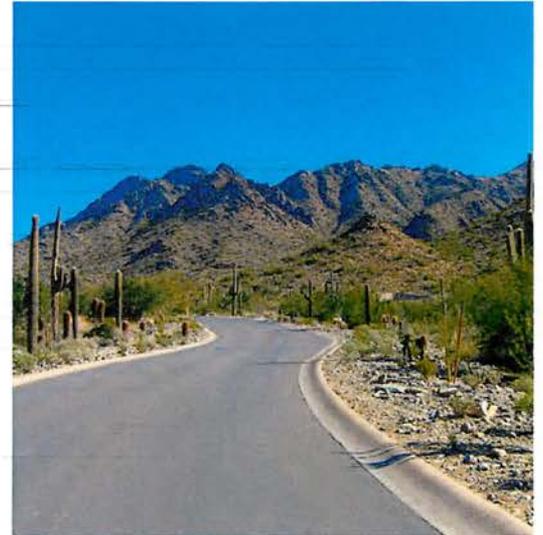
Objective 2.3: "The Town should develop standards for bikeway systems along the roadway as well as develop standards for pedestrian trails adjacent to open space corridors."

***The proposed amendment provides the framework for a carefully orchestrated path and trails system that will link the specific parcel neighborhoods as well as non-motorized connectivity to the entire surrounding areas.***



Objective 3.1: The Town should ensure that new developments include provisions for pedestrian and/or bike paths where appropriate, and that those pathways are a component of development plans.

***Response: The proposed PAD provides the framework for an interconnected trail system that will link the homes to the adjacent preserve as well as the Town center. Non-vehicular modes of transportation are encouraged through the incorporation of abundant open space and paths, which will provide the opportunity for alternative transit, recreation and fitness. The sensitive planning of open space and trails will elevate the quality of life for residents and the greater community.***



## Open Space Element

Goal One: "Provide and maintain an open space network throughout the community."

Objective 1.3: "...encourage the connection of major open space and contiguous open space with pathways outside the wash corridors, in the design of public and private developments."

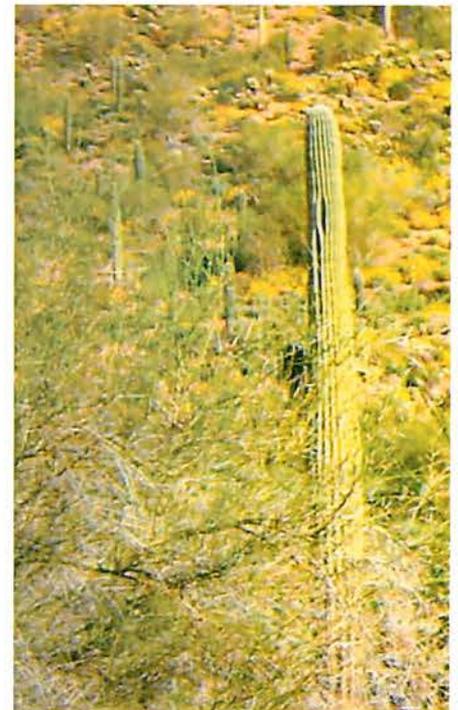
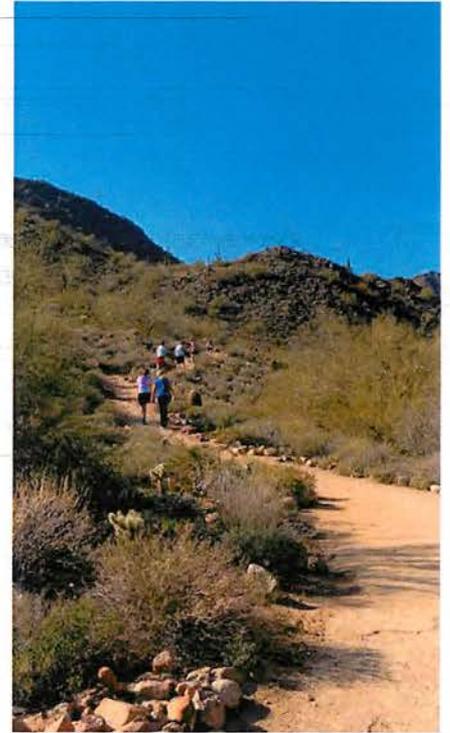
Objective 1.7: "...investigate the development of unpaved trails within the Town limits that provide opportunities for recreation, enjoyment and use of the Sonoran Desert subject to the appropriate findings and studies in places where they have little impact on residential developments and natural wildlife."

***The proposed amendment includes an interconnected path and trail system that provides both internal pedestrian access and linkage to the entire Adero Canyon Community. The open space proposed will be a considerable asset for the Town and community.***

Goal Five: "Provide open space linkages within the Town, and to the regional systems beyond its boundaries."

Objective 5.1: "...continue to encourage the development of trail systems that link Fountain Hills with McDowell Mountain Regional Park, the City of Scottsdale trail system and potential trail systems on both the Salt River Pima-Maricopa Indian Community and the Ft. McDowell Yavapai Nation."

***The proposed amendment includes an interconnected path and trail system that provides both internal pedestrian access and linkage to the surrounding regional open space system.***



## Water Resources

### Goal One: "Reduce water usage."

Objective 1.3: "...The Town should encourage new and revitalization projects to be designed in a manner that limits water usage."

***Response: The proposed PAD takes careful consideration of the water usage throughout the Site. Preserving open space and implementing natural landscape and vegetation within the neighborhood parcels is a critical design theme that protects the natural environment and vegetation and thereby reduces water usage. Through the preservation of over half of the total site area as open space, the scale of the development is sensitive to the delicate desert environment and will promote the achievement of this goal.***

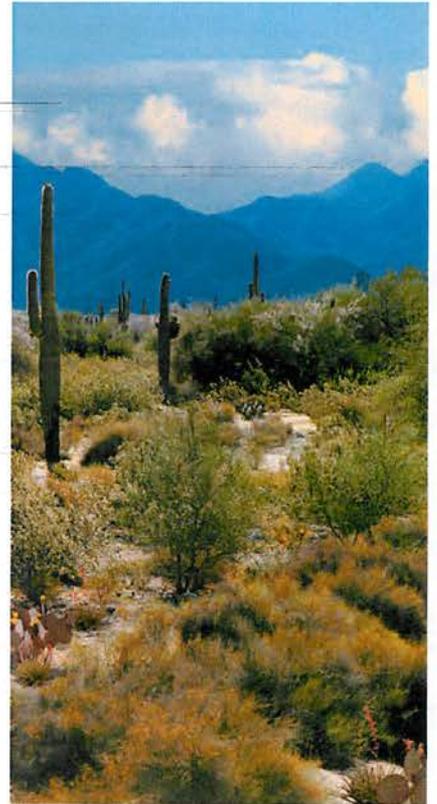
## Environmental Planning Element

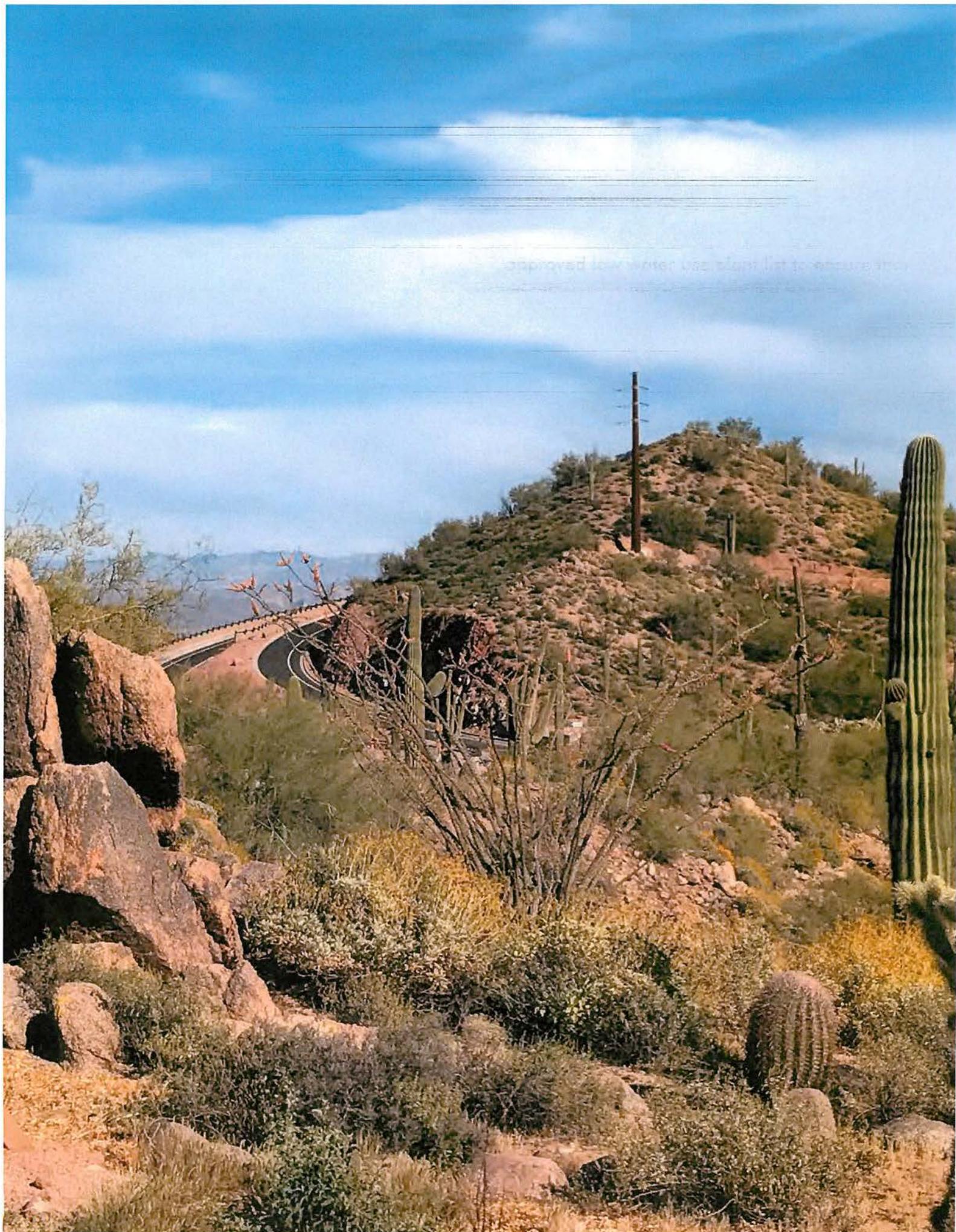
Goal One: "Promote the continued vigilance and guardianship of the natural desert."

Objective 1.: "The town should continually update the approved low water use plant list to ensure that all plants on the list are suitable for the community."

*The planned amendment protects significant areas of open space and native vegetation and celebrates the Sonoran Desert through the integrated use of native and adaptive plants throughout the community to blend with the natural setting of Adero Canyon.*

*Response: This proposal directly responds to this goal through the generous open space provision and will protect the valuable resources of the natural desert. Significant areas of open space are incorporated into this design, totaling over 167 acres, and will serve a variety of functions, including recreation, drainage, preservation and alternative transportation.*



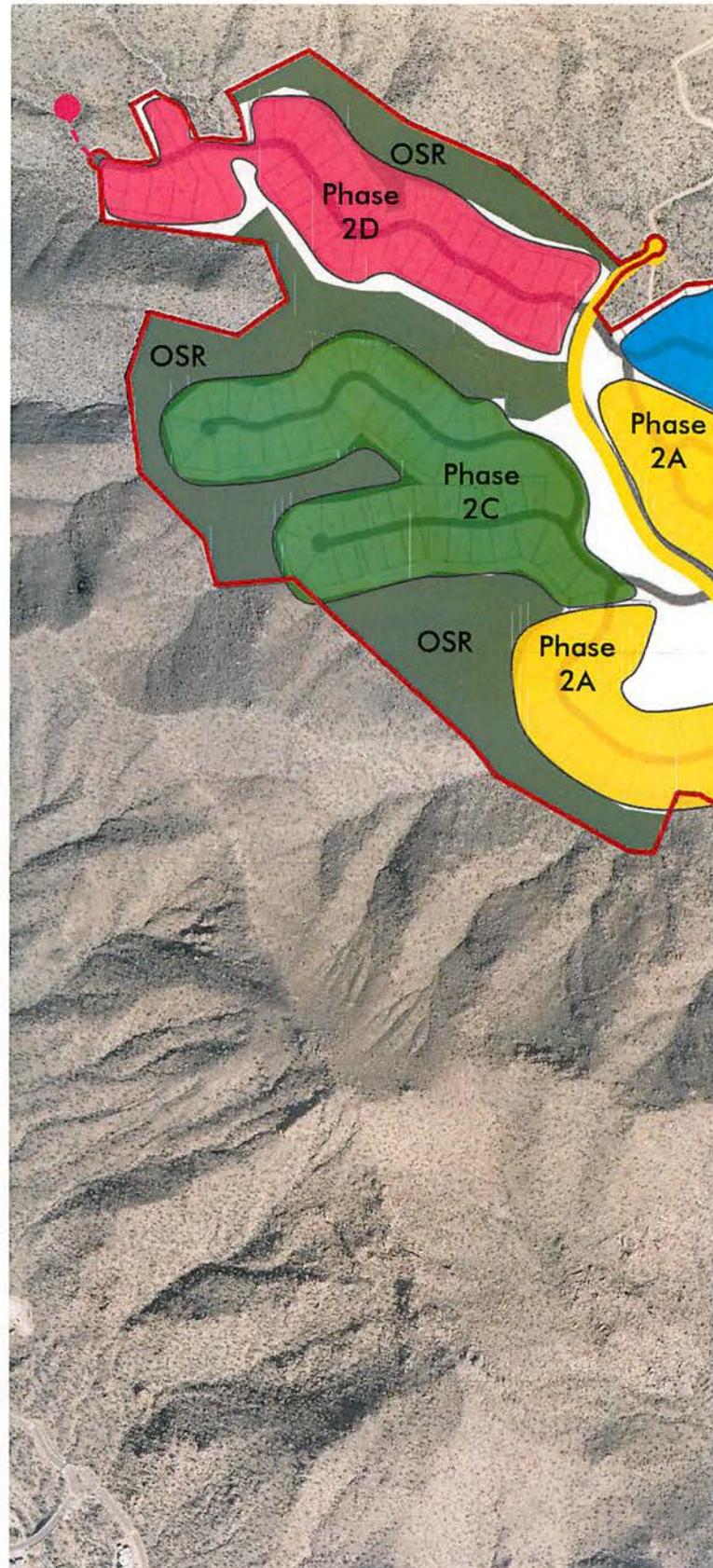


## 6. PHASING PLAN

Adero Canyon will be platted and developed in several residential parcels in a logical sequence generally progressing through the property from south to north. Each residential parcel will commence concurrently or following the main backbone infrastructure along Eagle Ridge Drive, which will be constructed in four phases as shown on the map on the facing page.

Now that phase one is complete, future phases will continue in a northerly direction up into the Canyon. The Applicant's intent is to follow up the entitlement documents with preliminary plats for the remaining total lots.

Proposed phasing of the development may accelerate or decelerate due to unanticipated environmental or market conditions beyond the control of the Applicant. Therefore, the conceptual phasing plan is an estimate for the likely phasing for this development.



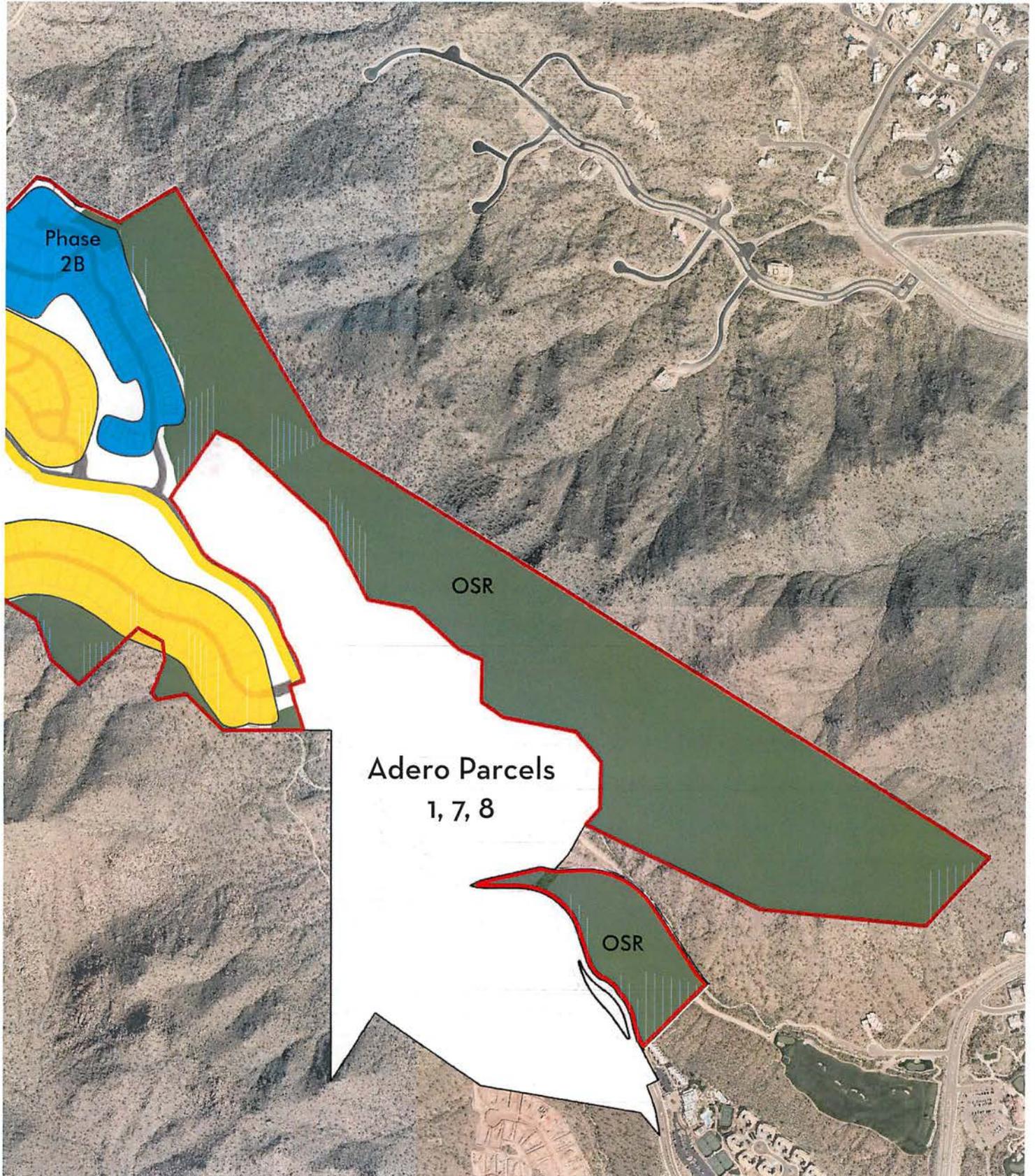
### LEGEND

-  Phase 2A
-  Eagle Ridge Dr. Paved Improvements
-  Phase 2B
-  Phase 2C
-  Phase 2D
-  Potential Eagle Ridge North Water Reservoir R-4
-  Access & waterline to Eagle Ridge North Water Reservoir R-4

*The necessity and locations for the water reservoirs will be determined by the updated Water Master Study which will be completed prior to the submission of pre-plats.*



scale: NTS

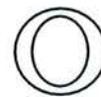
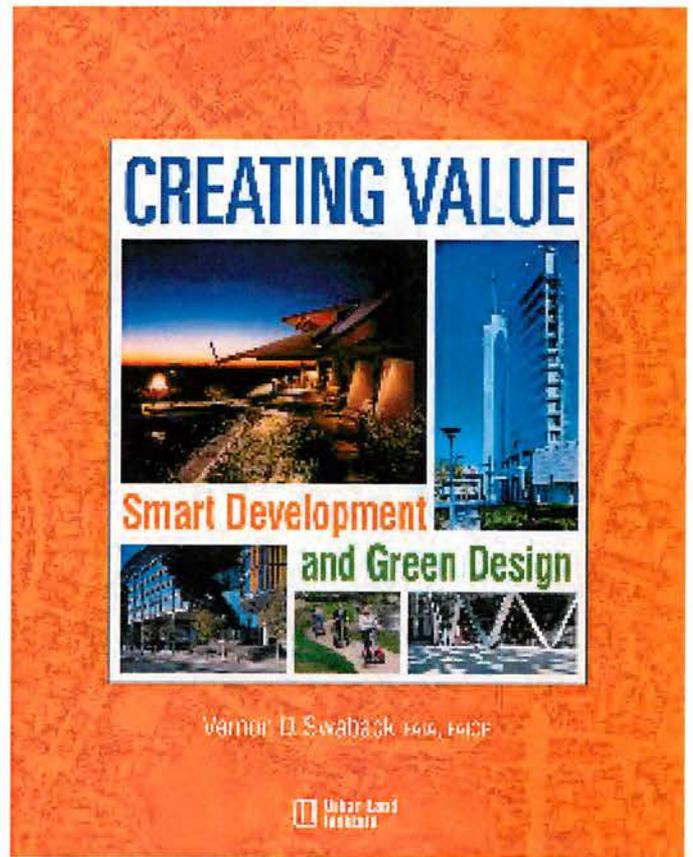


## 7. A NOTE ON SUSTAINABILITY

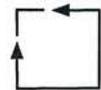
The base for any strategy for sustainability includes a keen understanding of the land, resident culture, long-range regional growth and market preferences. For Adero Canyon, the refined development strategy is guided by the notion of a “soft touch on the land” to provide the platform for all sustainable design direction. The more the natural environment can be preserved and integrated into the lifestyle of the community, the better chance the community will have to become vibrant and secure a sense of timelessness in the marketplace. This stewardship of the land is not simply intended as a measuring stick of good faith, but a true economic barometer of the development’s long-term financial success. The refined conservation community strategy brings this strategy to new heights.

Sophisticated buyers today see value in the means and methods enlisted to carefully engage the natural setting. The Applicant will create an environment for future residents to support the community’s commitment to environmental stewardship including embracing natural open space on lots, appreciating a built environment which integrates with the topography and enjoying the community’s outdoor activities. Home design criteria will encourage sensible context design practices that consider sun angles, landform and vegetation.

Sustainability also needs to be considered within the context of financial ramifications. It will be important to create a design framework that allows for flexibility to change and evolve based on macro-economic and market factors.



ORGANIC



FAIR & SQUARE



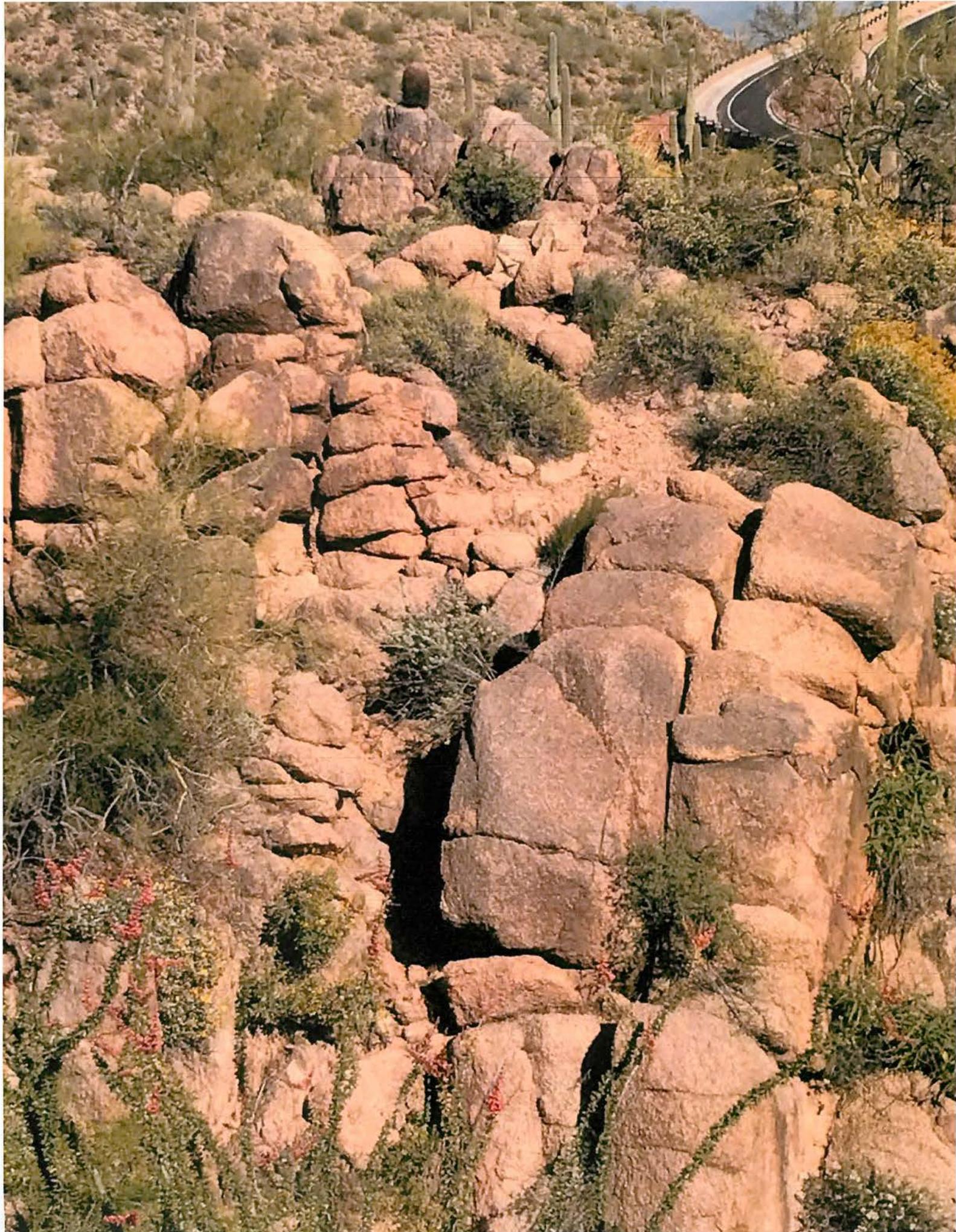
BEAUTIFUL



HANDMADE



PURE



"Invest wisely in beauty,  
it will serve you all the  
days of your life."

- *Frank Lloyd Wright*

**Toll Brothers**  
*America's Luxury Home Builder®*

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Scottsdale, AZ 85258  
T: 480-951-0782

*prepared by:*



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480.367.2100 [www.swabackpartners.com](http://www.swabackpartners.com)

**LEGAL DESCRIPTION  
OF  
AN EMERGENCY VEHICLE ACCESS  
AND  
PUBLIC UTILITY  
EASEMENT**

BEING AN EASEMENT WITHIN PORTIONS OF SECTIONS 6 AND 7 OF  
TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7;

THENCE S. 89°57'26" W., ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 2269.80 FEET;

THENCE DEPARTING PERPENDICULAR TO SAID NORTH LINE, S. 00°02'34" E., A DISTANCE OF 2037.81 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS POINT THAT BEARS N. 53°45'26" W., A DISTANCE OF 100.00 FEET;

SAID POINT IS ALSO THE POINT OF BEGINNING FOR A CENTERLINE DESCRIPTION OF SAID EASEMENT;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°59'17", THE EASEMENT LIMITS BEING 22.21 FEET LEFT AND 15.17 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 97.72 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 75.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°38'24", THE EASEMENT LIMITS BEING 22.21 FEET LEFT AND 22.77 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 112.10 FEET;

THENCE N. 65°53'41" E., THE EASEMENT LIMITS BEING 22.21 FEET LEFT AND 22.77 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 189.76 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°42'47", THE EASEMENT LIMITS BEING 24.82 FEET LEFT AND 14.60 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 48.99 FEET;

THENCE N. 47°10'54" E., THE EASEMENT LIMITS BEING 24.82 FEET LEFT AND 14.60 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 75.46 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 110.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 107°29'34", THE EASEMENT LIMITS BEING 19.43 FEET LEFT AND 29.14 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 206.37 FEET;

THENCE N. 60°18'40" W., THE EASEMENT LIMITS BEING 19.43 FEET LEFT AND 13.79 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 96.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°23'25", THE EASEMENT LIMITS BEING 14.75 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 134.54 FEET;

THENCE N. 08°55'15" W., THE EASEMENT LIMITS BEING 14.75 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 61.85 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°02'46", THE EASEMENT LIMITS BEING 14.75 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 38.48 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°53'55", THE EASEMENT LIMITS BEING 20.13 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 80.20 FEET;

THENCE N. 60°55'54" E., THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 138.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 398.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°13'54", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 182.22 FEET;

THENCE N. 34°42'00" E., THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 148.91 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 123.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°36'49", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 108.66 FEET;

THENCE N. 15°54'49" W., THE EASEMENT LIMITS BEING 14.91 FEET LEFT AND 11.00 RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 29.35 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 52.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°35'37", THE EASEMENT LIMITS BEING 18.69 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 54.99 FEET;

THENCE N. 44°40'48" E., THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 67.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'19", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 78.58 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°22'16", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 132.84 FEET;

THENCE N. 30°33'51" E., THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 69.70 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°45'02", THE EASEMENT LIMITS BEING 11.00 FEET LEFT AND RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 55.42 FEET;

THENCE N. 62°18'53" E., THE EASEMENT LIMITS BEING 13.00 FEET LEFT AND 15.75 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 89.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 130.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°27'44", THE EASEMENT LIMITS BEING 13.00 FEET LEFT AND 15.75 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 128.11 FEET;

THENCE N. 05°51'09" E., THE EASEMENT LIMITS BEING 13.00 FEET LEFT AND 15.75 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 32.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°33'21", THE EASEMENT LIMITS BEING 11.69 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 92.12 FEET;

THENCE N. 16°24'30" E., THE EASEMENT LIMITS BEING 28.01 FEET LEFT AND 11.00 FEET RIGHT OF EASEMENT CENTERLINE, A DISTANCE OF 79.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 800.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°36'30", THE EASEMENT LIMITS BEING 28.01 FEET LEFT AND 15.59 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 190.01 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°01'52", THE EASEMENT LIMITS BEING 16.28 FEET LEFT AND 15.59 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 87.54 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°57'21", THE EASEMENT LIMITS BEING 13.83 FEET LEFT AND 15.59 FEET RIGHT OF EASEMENT CENTERLINE, AN ARC LENGTH OF 120.20 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET;

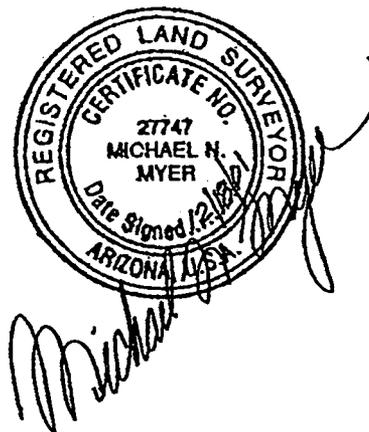
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'02", THE EASEMENT LIMITS BEING 19.05 FEET LEFT AND BOUNDED ON THE RIGHT OF EASEMENT CENTERLINE BY THE BOUNDARY FOR THE PROPOSED *EAGLES NEST* SUBDIVISION, AN ARC LENGTH OF 94.60 FEET TO THE POINT OF REVERSE CURVATURE FOR A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $10^{\circ}27'56''$ , THE EASEMENT LIMITS BEING 30.69 FEET LEFT AND BOUNDED ON THE RIGHT OF EASEMENT CENTERLINE BY THE BOUNDARY FOR THE PROPOSED *EAGLES NEST* SUBDIVISION, AN ARC LENGTH OF 18.27 FEET TO THE POINT OF ENDING.

NOTE:

THE ABOVE DESCRIBED EASEMENT LIMITS ARE TO BE PROLONGED OR SHORTENED TO MATCH THE BOUNDARIES OF THE PROPOSED "EAGLES NEST" AND "EAGLE RIDGE NORTH" SUBDIVISIONS.

THE ABOVE EASEMENT DESCRIPTION CONTAINS 99,731 SQUARE FEET OR 2.29 ACRES MORE OR LESS.

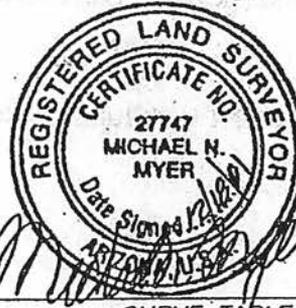


# PROPOSED EAGLES NEST SUBDIVISION

P.O.C.  
SE COR SECTION 6/  
NE COR SECTION 7  
T. 3 N., R. 6 E.,  
G. & S. R. B. & M.,  
FD. GLO BRASS CAP

PROPOSED  
EMERGENCY VEHICLE ACCESS  
AND PUBLIC UTILITY EASEMENT

S89°57'26"W  
2269.80'



1" = 400'

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	55°59'17"	100.00'	97.72'	53.16'
C2	85°38'24"	75.00'	112.10'	69.50'
C3	18°42'47"	150.00'	48.99'	24.72'
C4	107°29'34"	110.00'	206.37'	150.00'
C5	51°23'25"	150.00'	134.54'	72.17'
C6	22°02'46"	100.00'	38.48'	19.48'
C7	91°53'55"	50.00'	80.20'	51.68'
C8	26°13'54"	398.00'	182.22'	92.73'
C9	50°36'49"	123.00'	108.66'	58.16'
C10	60°35'37"	52.00'	54.99'	30.38'
C11	11°15'19"	400.00'	78.58'	39.41'
C12	25°22'16"	300.00'	132.84'	67.53'
C13	31°45'02"	100.00'	55.42'	28.44'
C14	56°27'44"	130.00'	128.11'	69.80'
C15	10°33'21"	500.00'	92.12'	46.19'
C16	13°36'30"	800.00'	190.01'	95.45'
C17	10°01'52"	500.00'	87.54'	43.88'
C18	22°57'21"	300.00'	120.20'	60.91'
C19	13°33'02"	400.00'	94.60'	47.52'
C20	10°27'56"	100.00'	18.27'	9.16'

LINE	BEARING	DISTANCE
L1	N65°53'41"E	189.76'
L2	N47°10'54"E	75.46'
L3	N60°18'40"W	96.19'
L4	N08°55'15"W	61.85'
L5	N60°55'54"E	138.84'
L6	N34°42'00"E	148.91'
L7	N15°54'49"W	29.35'
L8	N44°40'48"E	67.14'
L9	N30°33'51"E	69.70'
L10	N62°18'53"E	89.53'
L11	N05°51'09"E	32.84'
L12	N16°24'30"E	79.11'

# PROPOSED EAGLE RIDGE NORTH SUBDIVISION

H:\PROJ\8294002\Dwg\MISC\EVAE-PUE.dwg 12/18/2001

## EAGLES NEST & EAGLE RIDGE NORTH

SCALE: 1" = 400'  
SHEET: 1 OF 1

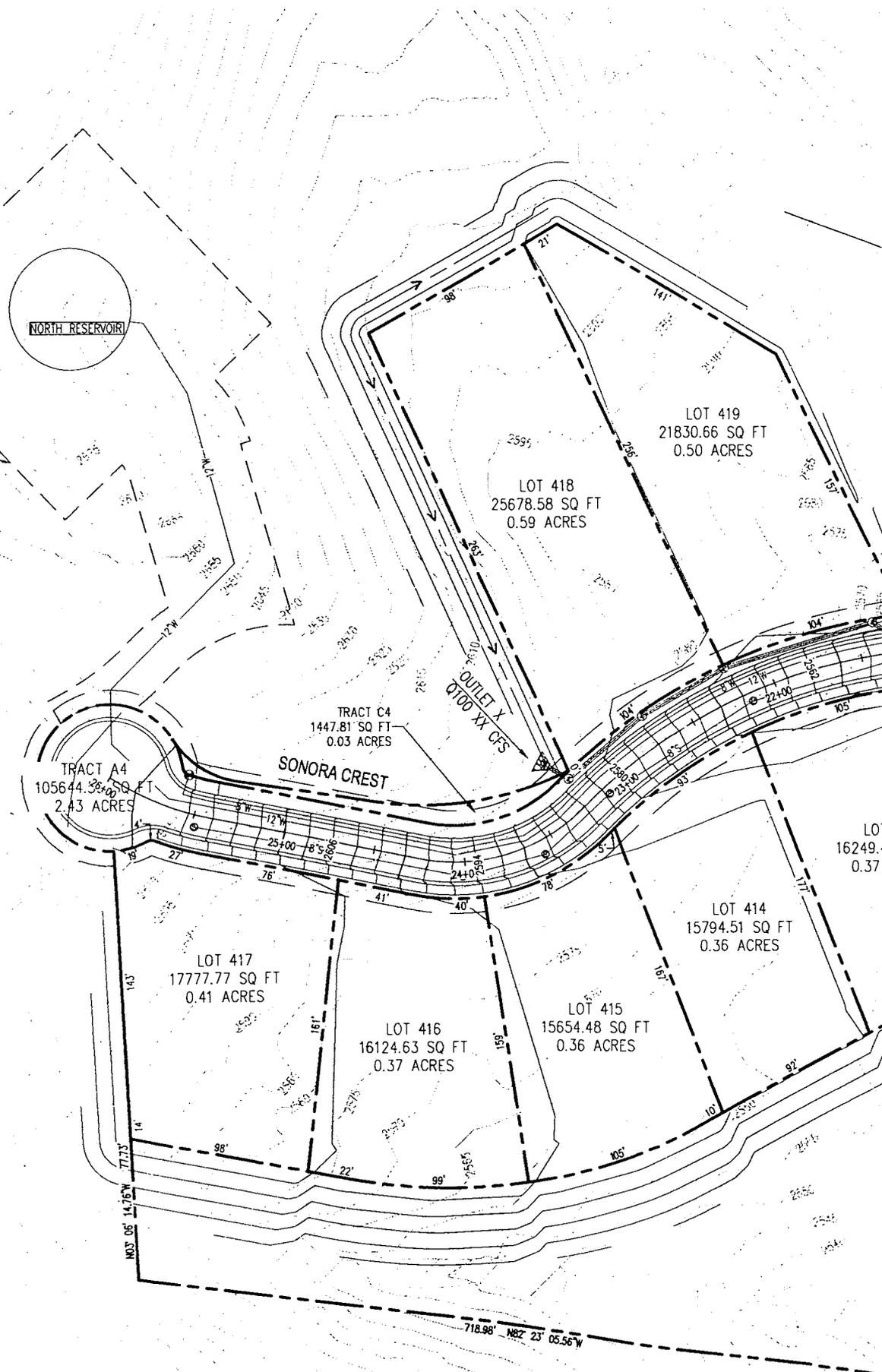


DRAWING: EVAE-PUE  
PROJECT: 8294002  
DRAWN: MNM  
CHECKED: JGS

**EMERGENCY VEHICLE ACCESS  
AND  
PUBLIC UTILITY EASEMENT  
EXHIBIT**

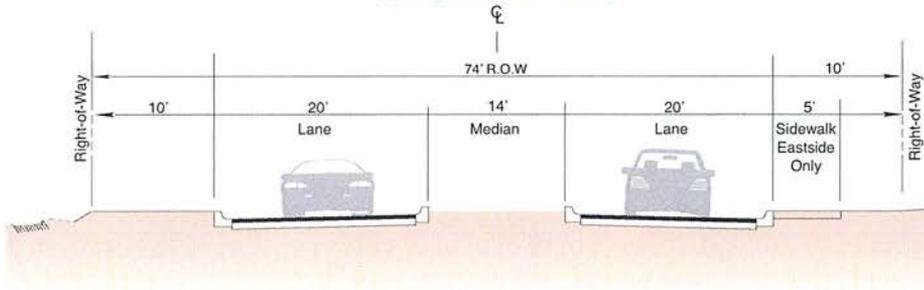
RESERVOIR & ACCESS  
ESMT. PER SCH. B# 10

OWNER:  
TOWN OF FOUNTAIN HILLS  
APN: 217-19-008V  
NOT A PART

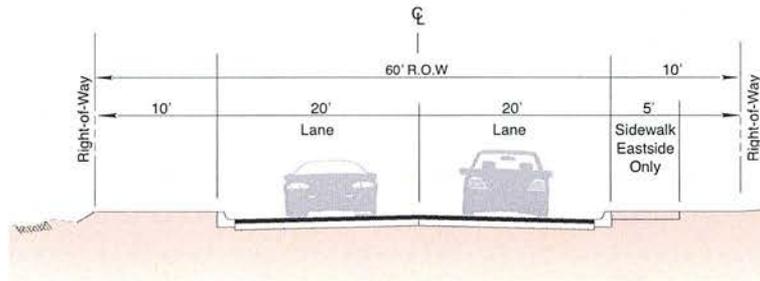


OWNER:  
CITY OF SCOTTSDALE

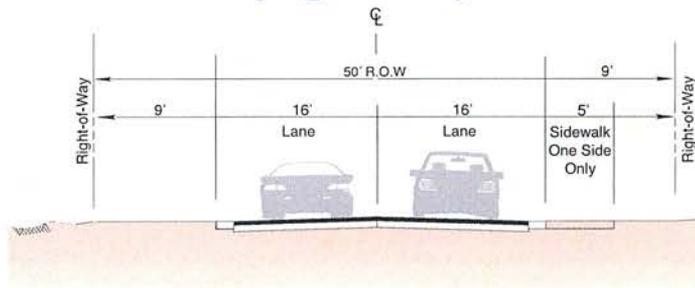
### Minor Collector with Median (Segment C2)



### Minor Collector without Median (Segment C1)



### Local Road (Segment B)



### Hillside-Local Road (Segment A)

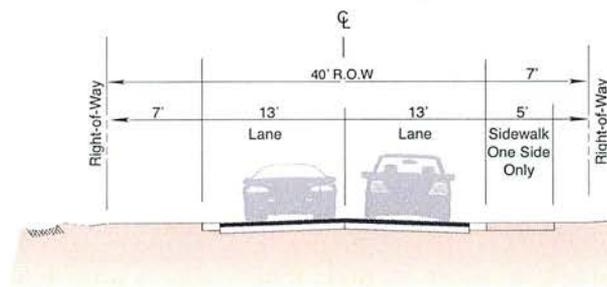
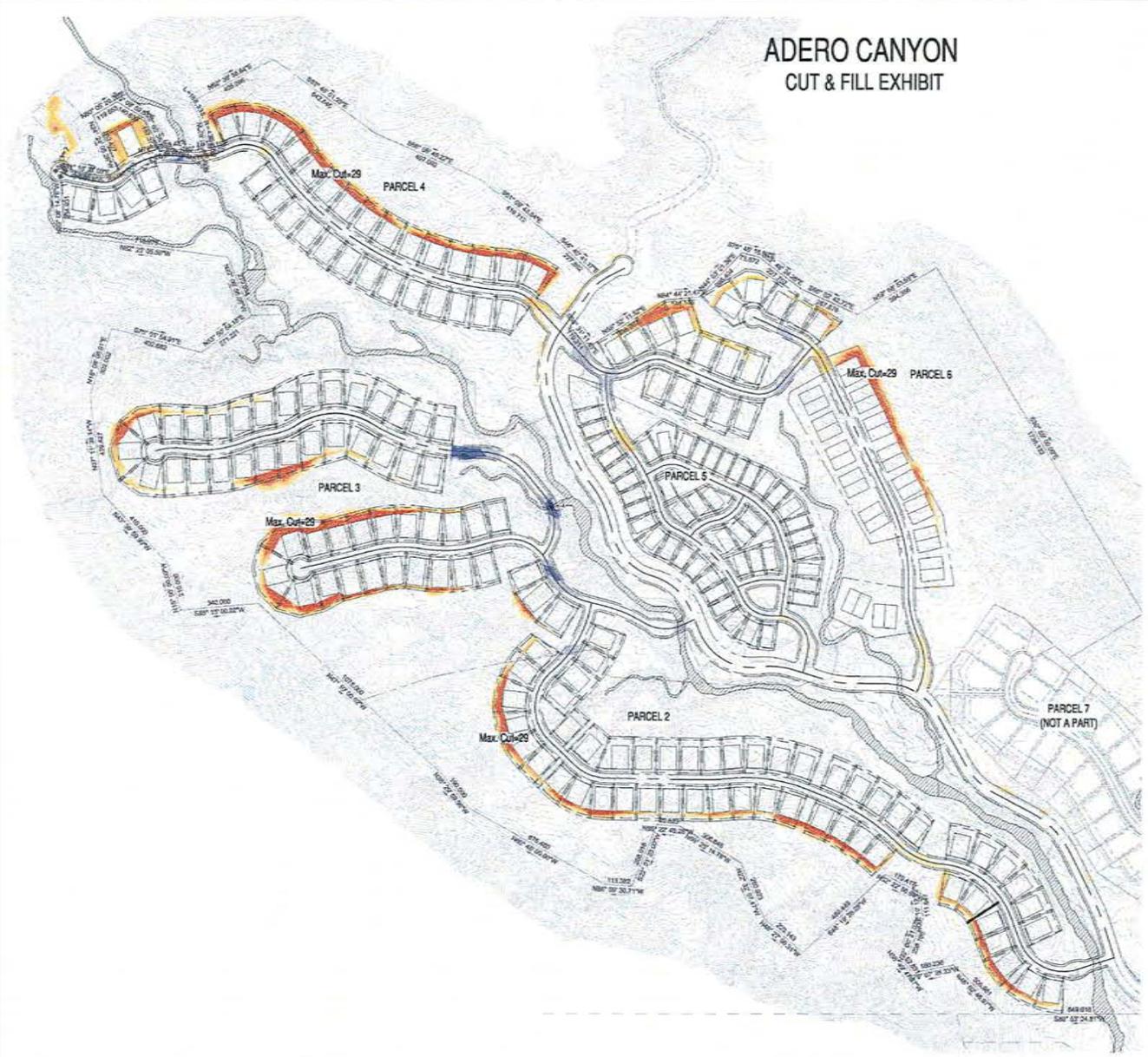


Exhibit E: Roadway Cross-Sections

# ADERO CANYON CUT & FILL EXHIBIT



# ADERO CANYON CUT & FILL EXHIBIT





**SEG**  
SUSTAINABILITY  
ENGINEERING  
GROUP

MARK E. DELONGE OR #151, BOOTHILL, ARIZONA 85009  
WWW.ASCE.ORG TEL: 480.881.9700



**Toll Brothers**  
AMERICA'S LUXURY HOME BUILDER

---

PROJECT: ADERO CANYON	LOCATION: FOUNTAIN HILLS, AZ 85148
DESIGNED: POUNDS/MILLS	SCALE: POUNDS/MILLS
DRAWN: POUNDS/MILLS	DATE: 11/26/17
CHECKED: COUNSELL	REVISION NO.: DATE:
DATE: 11/26/17	PROJECT TITLE: PRELIMINARY PLAN
JOB NO.: 170188	DATE: 11/26/17
SHEET TITLE: CUT & FILL EXHIBIT	DATE: 11/26/17

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