

When recorded, return to:  
Paradise Valley Town  
Attorney 6401 East  
Lincoln Drive Paradise

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Paradise Valley Town Attorney  
6401 East Lincoln Drive  
Paradise Valley, Arizona 85253

**DRAFT 11-30-2015**

**ORDINANCE NUMBER 694**

AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA, AMENDING THE ZONING ORDINANCE AND AMENDING THE ZONING MAP TO PROVIDE FOR THE ISSUANCE OF AN AMENDED SPECIAL USE PERMIT FOR PROPERTY ZONED SUP DISTRICT (RESORT) AND THE REZONING FROM SUP DISTRICT (RESORT) TO SUP DISTRICT (RESORT) TO ALLOW FOR A LUXURY RESORT HOTEL WITH INTEGRATED DWELLING UNITS AND RESORT-RELATED RETAIL (THE RITZ-CARLTON, PARADISE VALLEY) FOR THE PROPERTY LOCATED AT 7000 E. LINCOLN DRIVE, GENERALLY BORDERED BY LINCOLN DRIVE TO THE SOUTH, MOCKINGBIRD LANE TO THE WEST, INDIAN BEND ROAD TO THE NORTH, AND THE CITY OF SCOTTSDALE TO THE EAST, WITH THE PROPOSED SUP DISTRICT (RESORT) TO INCLUDE A RESORT COMMUNITY, INCLUDING: A RESORT HOTEL WITH 200 HOTEL ROOMSKEYS AND 120 RESORT VILLAS, SPA, RESTAURANTS, RESORT-RELATED RETAIL, AND MEETING SPACE; 66 RESORT VILLAS; RESORT RELATED LUXURY DETACHED SINGLE FAMILY HOMES; 45 RESORT BRANDED DETACHED SINGLE FAMILY HOMES; 74 RESORT RELATED ATTACHED VILLAGE TOWNHOMES; ADDITIONAL RESORT RELATED RESTAURANTS, HEALTH SERVICES, AND RETAIL USES SEPARATE FROM THE HOTEL; AND SITE IMPROVEMENTS INCLUDING PARKING, LANDSCAPING, AND LIGHTING, AND IMPROVEMENTS TO SITE INFRASTRUCTURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Paradise Valley Planning Commission held public hearings on \_\_\_\_\_, \_\_\_\_\_, October 6, 2015 and \_\_\_\_\_, October 20, 2015, in the manner prescribed by law, for the purpose of considering a rezoning of the property described in Exhibit A attached hereto (“Property”) from SUP District (Resort) to a new SUP District (Resort) and for the purpose of making a recommendation on a proposed SUP District (Resort) amendment for rezoning the Property from SUP District (Resort) to SUP District (Resort), (to be known as the

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Special Use Permit for The Ritz-Carlton, Paradise Valley, and recommended approval of the new SUP District (Resort) to the Town Council; and

WHEREAS, the Town Council at its ~~meeting of~~ meetings on December 3, 2015, and December 17, 2015, held a ~~public hearing~~ hearings, as prescribed by law, to hear the ~~conditional request for the~~ rezoning of the Property to a new SUP District (Resort) based upon the recommendation made by the Planning Commission as noted above, and to amend the Town Official Zoning Map to reflect the issuance of a new SUP District (Resort) for the Property ~~and to take action on this rezoning request;~~ and

WHEREAS, pursuant to Article III of the Town Zoning Ordinance, the Town Council finds that the proposed rezoning is consistent with and conforms to the Land Use Map of the Town's adopted General Plan; and

WHEREAS, the Town Council now desires to approve a rezoning of the Property from SUP District (Resort) to SUP District (Resort), subject to the terms and conditions of the Special Use Permit and Related Stipulations for The Ritz-Carlton, Paradise Valley (Exhibit B attached hereto, incorporated herein by reference, and hereinafter referred to as the "SUP" and the "Stipulations," respectively) and to amend the Zoning Map to reflect such rezoning.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA THAT:**

**SECTION 1. Findings.** The proposed SUP District (Resort) rezoning is in accordance with Articles III and XI of the Town Zoning Ordinance. Specifically, ~~Rezoning~~ A parcel of land, as described in Exhibit A attached hereto, is hereby conditionally rezoned from SUP District (Resort) to a new SUP District (Resort) designation, with such changes to be made on the Town's Official Zoning Map, such new SUP District (Resort) to allow for use of the Property as a resort and all related uses subject to the stipulations set forth in Exhibit B, attached hereto, the Special Use Permit for Five Star Resort Communities, LLC, SUP 15-01, such uses including:

- a. A Resort Hotel with 200 Hotel Rooms (Area A), 120 Resort Villas (Area A1), spa, restaurants, resort related retail, and meeting space;
- b. 66 Resort Related Luxury Detached Single Family Homes (Area B);
- c. 45 Resort Branded Detached Single Family Homes (Area C);
- d. 74 Resort Related Attached Village Townhomes (Area D);
- e. Hotel, Resort Related Restaurant, Health Services, Retail, and Residential Uses (Area E); and
- f. Site improvements including parking, landscaping, private road tracts and lighting.

**SECTION 2.** The proposed SUP District (Resort) rezoning is in accordance with Article 11 of the Town Zoning Ordinance, specifically:

- a. It is authorized by and is in conformity with the ~~town's~~ Town's adopted ~~general plan~~ General Plan, as amended;
- b. It will not be detrimental to, interfere with, or adversely affect existing uses or character of adjacent properties, persons residing or working in the vicinity, the neighborhood, the public health, safety, peace, comfort and general welfare, ~~or the purpose of the zone in which it is proposed;~~ and

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c. It will be in full conformity ~~to~~with any conditions, requirements, or standards prescribed in the ~~permit~~Stipulations, in the ~~zoning ordinance~~Zoning Ordinance, and in the ~~other~~ ordinances of the Town.

**SECTION 2. Rezoning.** A parcel of land, as described in Exhibit A attached hereto, is hereby rezoned from SUP District (Resort) to a new SUP District (Resort; SUP-15-01) designation, with such changes to be made on the Town's Official Zoning Map, such new SUP District (Resort) to allow for use of the Property as a resort and for those other related uses permitted by the SUP and the Stipulations and as limited in the SUP and the Stipulations.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. Effective Date.** This ordinance shall become effective ~~at the time and as of the Effective Date~~ (as such term is defined in the ~~manner prescribed~~Stipulations).

PASSED AND ADOPTED by ~~law~~the Mayor and Council of the Town of Paradise Valley, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**SIGNATURE PAGE**

\_\_\_\_\_  
Michael Collins, Mayor

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO ~~BE ADDED~~FORM;

**EXHIBIT B**

\_\_\_\_\_  
Andrew M. Miller, Town Attorney

**CERTIFICATION**

I, Duncan Miller, Town Clerk, certify that the foregoing is a true copy of Ordinance Number 694 duly passed and adopted by affirmative vote of the Town Council of Paradise Valley at a meeting held on the \_\_\_\_\_ of \_\_\_\_\_ 20 . Passage of this Ordinance appears in the minutes of the meeting. The Ordinance has not been rescinded or modified and is now in effect. I further certify that the municipal corporation is duly organized and existing, and has the power to take the action called for by the Ordinance.

\_\_\_\_\_  
Duncan Miller, Town Clerk

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**EXHIBIT A**  
**TO**  
**ORDINANCE NUMBER 694**  
**LEGAL DESCRIPTION OF THE PROPERTY**

(TOWN OF PARADISE VALLEY NET AREA)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING IN THE TOWN OF PARADISE VALLEY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 88 DEGREES 25 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 38.22 FEET;

THENCE SOUTH 01 DEGREES 34 MINUTES 03 SECONDS WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88 DEGREES 25 MINUTES 57 SECONDS EAST, 55 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1947.01 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 37 SECONDS EAST, A DISTANCE OF 1264.27 FEET;

THENCE SOUTH 88 DEGREES 31 MINUTES 30 SECONDS WEST, A DISTANCE OF 9.90 FEET;

THENCE SOUTH 00 DEGREES 28 MINUTES 12 SECONDS EAST, A DISTANCE OF 643.50 FEET;

THENCE NORTH 88 DEGREES 20 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.73 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 37 SECONDS EAST, A DISTANCE OF 635.76 FEET;

THENCE SOUTH 88 DEGREES 36 MINUTES 58 SECONDS WEST, 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1972.70 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1276.47 FEET;

THENCE NORTH 88 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 626.58 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 41 SECONDS EAST, A DISTANCE OF 658.68 FEET;

THENCE SOUTH 88 DEGREES 28 MINUTES 44 SECONDS WEST A DISTANCE OF 624.36 FEET;

THENCE NORTH 00 DEGREES 18 MINUTES 21 SECONDS EAST, 40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 603.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,560,387 SQUARE FEET OR 104.692 ACRES.

PLUS THE FOLLOWING:



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**ADDITIONAL INDIAN BEND RIGHT-OF-WAY**  
**ABANDONMENT**  
**LAND DESCRIPTION**

THE SOUTH 15 FEET OF THE NORTH 55 FEET OF THE NORTHWEST QUARTER OF THE  
NORTHEAST QUARTER, EXCEPT FOR THE WEST 40 FEET THEREOF, TOGETHER WITH  
THE SOUTH 15 FEET OF THE NORTH 55 FEET OF THE WEST HALF OF THE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 10,  
TOWNSHIP 2 NORTH, RANGE 4 EAST, GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA.

**EXHIBIT B**  
**TO**  
**ORDINANCE NUMBER 694**

**TOWN OF PARADISE VALLEY**  
**SPECIAL USE PERMIT FOR THE RITZ-CARLTON, PARADISE VALLEY**  
**SUP-15-01**

**I. PROJECT DESCRIPTION**

Pursuant to Article XI of the Zoning Ordinance of the Town of Paradise Valley, Arizona, ~~(the "Town")~~, the Town hereby grants to Five Star Development Resort Communities, LLC, an Arizona Limited Liability Company, its successors and assigns, ~~(collectively, the "Owner")~~, this ~~amendment to the Prior~~ Special Use Permit No. 15-01 (with these Stipulations, the "SUP") governing the use of the Property, ~~which amendment shall be effective the Approval Date.~~ All capitalized terms contained herein ~~are defined pursuant to~~ shall have the definitions set forth in this ~~Special Use Permit~~ SUP.

The Property subject to ~~This~~ this Special Use Permit is currently owned by the ~~Resort Hotel~~ Owner and is comprised of approximately one hundred and five (105) acres located at the northeast corner of Mockingbird Lane and Lincoln Drive in the Town of Paradise Valley, Arizona, as more particularly described on Exhibit A to Ordinance No. 694.

This ~~amendment, including Exhibits \_\_\_\_\_,~~ SUP is referred to throughout as ~~This "Special Use Permit"~~ "this SUP" to distinguish it from the ~~"Prior~~ prior Special Use Permit ~~currently~~ governing the use of the Property. The Town issued-enacted Ordinance No. 603 relating to the Prior Special Use Permit for the Property in April 2008. ~~This~~ This Special Use Permit supersedes and replaces the prior Special Use Permit ~~is intended to supersede and replace the Prior Special Use Permit-effective as of the Effective Date.~~ This Special Use Permit is being granted by the Town to permit the development, construction, use and operation of the Property as a resort subject to and in accordance with ~~the stipulations and other provisions set forth herein~~ these Stipulations and the 2015 Development Agreement.

~~The~~ Subject to these Stipulations, the improvements, facilities, and uses authorized to be developed, constructed, used, operated, and maintained on the Property include the following: ~~one (1) Luxury, which are further described below: Principal Resort Hotel with Hotel Keys and Resort Ancillary Facilities and two hundred (200) Hotel Rooms (Area A) which may be owned only by the Resort Hotel Owner and used as provided herein; one hundred and twenty (120) Uses, Resort Villas (Area A1) which may be owned by the Resort Hotel Owner or by a private owner which may be sold (and thereafter resold) and/or voluntarily included within the Resort Hotel rental program and made available for transient occupancy uses or hospitality uses, and otherwise used as provided herein; sixty six (66), Resort Related Luxury Homes (Area B) which may be sold (and thereafter resold) to a third party, or parties, and used as provided herein; 45 Luxury Resort Hotel, Resort-Branded Homes (Area C) which may be owned by the Resort Hotel Owner or by a private owner which may be sold (and thereafter resold) and/or voluntarily included within the Resort Hotel rental program and made available for transient occupancy uses or hospitality uses, and otherwise used as provided herein; 74, Resort Related Attached Residences (Area D) which may be~~

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sold (and thereafter resold) to a third party, or parties, and used as provided herein; and the following possible uses which shall be subject to a future, Area E Retail/Restaurant Uses on a portion of Area E (with the remainder of Area E to be further defined by an intermediate amendment for Area E located within to this SUP).

## II. DEFINITIONS

“2015 Development Agreement” means the development agreement between the Town: hotel, residential, resort related retail, and resort related health services, and other facilities and site improvements.. (Area E residential units may be sold (and thereafter resold) and the Owner entered into pursuant to a third party, A.R.S. § 9-500.05, which is to be executed concurrently with the approval of this SUP, as amended and restated or supplemented in writing from time to time, and all exhibits and schedules thereto.

“Affiliate,” as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person (or spouse or children of such person, if such person is a natural person). For the purposes of this definition, (i) “control” (including with correlative meaning, the terms “controlling,” “controlled by” and “under common control”), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the beneficial ownership of voting securities, by contract or otherwise, and (ii) “person” means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, limited liability companies, limited liability partnerships, limited liability limited partnerships, trusts, land trusts, business trusts or parties); other organizations, whether or not legal entities.

“Applicable Laws” means all federal, state, county, and local laws (statutory and common law), and ordinances, rules, regulations, permit requirements, and other requirements and official policies of the Town that apply to the development of the Property.

“Approval Date” means the date on which all of the following have occurred: Ordinance 694 is (i) approved (i.e., voted on) by the Town Council of the Town of Paradise Valley, Arizona, and (ii) signed by the Mayor.

“Approved Plans” means those certain plans and other documents certified by the Town Clerk that are listed in Schedule 1 attached hereto and incorporated herein by this reference.

“Area A,” “Area A1,” “Area B,” “Area C,” “Area D,” and “Area E” means those portions of the Property as shown on Page [redacted] of the Approved Plans. Whenever in these Stipulations a reference is made to an “Area,” such reference is to one or more particular Areas on Page [redacted] of the Approved Plans.

“Area E Retail/Restaurant Uses” means: one or more full service, sit down restaurants (not a fast food restaurant) and/or a gourmet food shop (such as are operated by Dean & DeLuca or Le Grande Orange) and retail facilities, which are open to the general public, offering for sale goods and merchandise or certain services, such as, a café (such as Starbucks or Coffee Bean); full service salon; jewelry store; art gallery; gift items and apparel, sundries, cosmetics, over the counter pharmaceuticals, housewares and related kitchen wares, furniture; fresh or artificial flower

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sales; art; jewelry; fashion eyewear, fashion clothing, footwear and apparel; cigar or tobacco products; or newspapers, books and periodicals. Area E Retail/Restaurant Uses specifically excludes the sale of medical marijuana and stores commonly referred to as convenience store, gas station, or minimart (such as Circle K, 7 Eleven, AM/PM Minimart, Quick Trip, or similar brands of retail establishments that sell as the principal part of their business convenience goods, such as prepackaged food items, tobacco, periodicals, and other household goods, collectively “convenience store”); provided that a convenience store does not include a restaurant or gourmet food shop described above selling the foregoing. Except as provided above, Area E Retail/Restaurant Uses does not include establishments that are principally engaged in the provision of services (as opposed to restaurant and retail facilities) that are not subject to the Town’s transaction privilege tax or the gross receipts derived from retail sales activities.

“Brand” means as defined in the 2015 Development Agreement.

“CC&Rs” means one or more sets of conditions, covenants and restrictions applicable to discrete portions of the Property that, among other things, implement provisions of these Stipulations.

“Courtyard Areas” means any residential courtyard areas as defined in Article XXIV of the Town Zoning Ordinance.

“Effective Date” means the date on which all of the following have occurred: (i) this SUP and the 2015 Development Agreement have been adopted and approved by the Town Council, executed by duly authorized representatives of the Town and Five Star, and recorded (if applicable) in the office of the Recorder of Maricopa County, Arizona, and (ii) any applicable referendum period has expired without referral, or any proposed referendum has been declared invalid in a final non-appealable judgment by a court of competent jurisdiction, or this SUP (or the 2015 Development Agreement, as applicable) has been approved by the voters at a referendum election conducted in accordance with Applicable Laws.

“Finished Grade” means that the grade that is no more than two (2) feet above existing grade or as depicted on Page E-7 of the Approved Plans.

“Floor Area” means the area under roof added to the floor area of any second and third story; provided, however that “Floor Area” also includes the horizontal solid portion(s) of trellises and/or open weave roofs, and all the horizontal solid portion of area under roof in accessory buildings such as gazebos, ramadas, and other accessory buildings, and the Courtyard Areas in Area B, Area C, and Area D. Floor Area excludes the floor area of any fully subterranean portions of a building, Courtyard Areas for all structures other than in Area B, Area C and Area D, and the portion of any roof overhangs which are not over useable exterior spaces. In the case of the Principal Resort Hotel, and notwithstanding the preceding sentence, Floor Area includes subterranean portions of buildings that are part of the Principal Resort Hotel and contain areas that are not generally intended to be accessed by the general public and hotel guests, such as, but not limited to kitchens, employee locker rooms, cafeterias and/or break rooms, staff offices, security offices, administrative offices, laundry facilities, storage, maintenance facilities, utility rooms, and other facilities that are typically described as “back of house” facilities. [Note: Five Star needs to eliminate Note 4 on Sheet D-3 of Book 1 as it is not consistent with this.]



“Hotel Key” means a hotel room located in Area A (or other Areas, if applicable), served by a single key, designed, constructed, and maintained with all furnishings, fixtures, and equipment necessary to operate as a single unit for transient occupancy use and used for transient occupancy as part of a Resort Hotel. Each Hotel Key shall have at least one full bath and a direct lockable connection from the exterior or a corridor.

“Hotel Quality Standards” means as defined in the 2015 Development Agreement.

“Minimum Hotel Keys” means the two hundred (200) Hotel Keys included as part of the Principal Resort Hotel and owned by a single legal Owner which also owns the Minimum Resort Hotel Improvements.

“Minimum Resort Hotel Improvements” means the minimum improvements included in the initial design and construction of the Principal Resort Hotel and including not less than all of the following elements:

- (a) The Minimum Hotel Keys, provided that Hotel Keys in excess of the Minimum Hotel Keys may be owned by an Owner(s) other than the Owner of the Principal Resort Hotel; and providing that at least sixty percent (60%) of the guest rooms in the Hotel Keys shall be two bay suites with minimum ceiling heights of eight feet six inches (8'6"), a walk-in closet, and a five (5) fixture bathroom.
- (b) Two (2) full service restaurants which, together with other restaurants and food service areas, are collectively capable of serving three (3) daily meals and providing room service to the Minimum Hotel Keys.
- (c) At least one (1) swimming pool along with facilities (which may be remote from the pool) intended to provide food and beverage service to Resort Hotel guests at the pool.
- (d) At least one (1) fitness area to accommodate professional-grade exercise machines and related equipment.
- (e) An area or areas for at least one (1) spa, which will provide spa services such as massage services.
- (f) A dedicated reception area to accommodate guest check-in, concierge, and cashier; along with an associated lounge with available food and beverage.
- (g) A dedicated, covered area to accommodate vehicle or passenger drop off (such as valet parking services) for Resort Hotel guests, including a separate ingress and egress route for vehicles.
- (h) A dedicated five (5) division ballroom, a pre function area, board room, and outdoor event space to accommodate meetings and banquets.

“Open Space-Wash Corridor” means an area designated on Page [redacted] of the Approved Plans as a wash and greenbelt area that is to be improved and used only for open space and shall not be otherwise developed, except for drainage, landscaping and hardscaping.

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“Owner” means Five Star Development Resort Communities, LLC, an Arizona limited liability company and its respective successors and assigns, as well as any subsequent owner of any portion or portions of the Property, including but not limited to, an owner of a Resort Hotel, a Resort Villa, a Resort Related Luxury Home, a Resort-Branded Home, a Resort Related Attached Residence, any part of Area E, or one or more combinations thereof. An Owner may be an individual, corporation, partnership, limited liability company, trust, land trust, business trust or other organization, or similar entity, which in turn may be owned by individuals, shareholders, partners, members, or benefitted parties under trust agreements, all of which may take any legal form, and may allocate interests in profits, loss, control or use.

“Principal Resort Hotel” means the Resort Hotel in Area A which is designated as the Principal Resort Hotel, is affiliated with one of the Brands, meets the Hotel Quality Standards, includes the Minimum Resort Hotel Improvements. The Principal Resort Hotel shall be owned by a single legal Owner (provided Hotel Keys in excess of the Minimum Hotel Keys may be owned by another Owner(s)).

“Property” means the real property described in Exhibit A to Ordinance No. 694. The Property is comprised of approximately one hundred five (105) acres of land.

“Resort” means the entire Property and all facilities and other improvements existing, developed or redeveloped and used or useful on the Property in general conformance with this SUP.

“Resort Ancillary Facilities and Uses” means: all facilities and uses related or incidental to the operation of a resort or resort hotel, including specifically, but without limitation: restaurants, bars and lounges; spas and salons; fitness facilities; barbershops; indoor and outdoor meeting, convention, display, exhibit, wedding and social function facilities; sale of food and alcohol (for on or off site consumption); catering facilities; outdoor cooking facilities; outdoor dining facilities; gourmet food shops (offering any combination of cooked, frozen, fresh, prepared or pre-packaged foods, beer, wines, liquors, gifts, fresh fruits and vegetables, groceries, sundries, cosmetics, over the counter pharmaceuticals, housewares, and related kitchen, indoor and/or outdoor dining items); deli, coffee, tea, ice cream, yogurt and similar shops or sales; snack bars; central plant, maintenance shop, engineering facilities, housekeeping facilities, laundry, storage and support facilities; valet and other parking facilities, parking decks, garages and areas; automobile rentals; gift and sundries shops; flower sales; art and art galleries; jewelry and jewelry shops; fashion eyewear, footwear and apparel sales; sale of hotel items such as furniture, bedding, art, toiletries; other resort retail; other resort sales and marketing; travel agency offices; tour and other off-site activity offices; administrative, support and other resort offices including temporary offices and facilities for construction, sales, marketing, and design; indoor and outdoor entertainment facilities; ramadas; pools; cabanas; tents; tennis and other recreational or sport uses and services, amenities, recreational facilities and fitness facilities. Any such use or facility may be within any Resort Hotel or separate building(s) located in Area A or A-1, individually or grouped in one or more buildings or facilities.

“Resort-Branded Homes” means the [REDACTED] ( ) residential units in Area C further described in this SUP.

“Resort Hotel” means the hotel to be designed and constructed within Area A or, if applicable, a future hotel to be approved within Area E. Resort Hotels provide accommodations for transient occupants and related facilities and services and any Resort Ancillary Facilities and Uses. The Resort Hotel in Area A shall be the Principal Resort Hotel that at all times contains the Minimum Resort Hotel Improvements (subject to force majeure, remodeling, alteration, reconstruction, redevelopment, and similar events).

“Resort Hotel Manager” means the Owner of any Resort Hotel, including any Affiliate thereof or a third party hotel management company which manages any Resort Hotel. A Resort Hotel Manager may also manage any other portions of the Resort, including but not limited to Resort Villas, Resort Related Luxury Homes, Resort-Branded Homes, Resort Related Attached Residences, and Hotel Keys. If any Resort Hotel Manager is not the Owner of a Resort Hotel (or an affiliate of such Owner), it shall initially be a hotel management company which has not less than five (5) years’ experience managing full service hotels or resorts or which currently manages not fewer than five (5) full service hotels or resorts. If there is more than one (1) Resort Hotel, there may be more than one (1) Resort Hotel Manager. Any Resort Hotel Manager may enter into one or more agreements, and/or designate others to operate, manage, or provide services to or for one or more different parts, uses, or services within or which are a part of any Resort Hotel, including by Affiliates of such Resort Hotel Manager, or third parties.

“Resort Hotel Owner” means the single legal owner of each Resort Hotel.

“Resort Hotel Rental Program” means a rental management program offered and managed by the Owner of the Principal Resort Hotel (or Affiliate thereof) or a Resort Hotel Manager (or Affiliate thereof), which provides rental management service for a Resort Villa, Resort Related Luxury Home, Resort Related Attached Residence, or Resort-Branded Home where the Owner of such Resort Villa, Resort Related Luxury Home, Resort Related Attached Residence, or Resort-Branded Home elects to include its residence in the Resort Hotel Rental Program.

“Resort Related Attached Residences” means the [REDACTED] ( ) residential units in Area D further described in this SUP.

“Resort Related Luxury Homes” means the [REDACTED] ( ) residential units in Area B further described in this SUP.

“Resort Sign Guidelines” and “Resort Sign Program” means plans and/or a narrative describing signage for the Resort as described in Stipulation 35.

“Resort Villas” means the [REDACTED] ( ) residential units in Area A1 further described in this SUP.

“Special Use Permit” or “SUP” means this Special Use Permit No. 15-01, which includes Schedule 1 and other exhibits thereto and these Stipulations.

“Special Use Permit Guidelines” means special use permit guidelines adopted by the Town and in effect as of the Approval Date.

“Town” means the Town of Paradise Valley, Arizona.

“Town Code” means the Code of the Town of Paradise Valley, Arizona, as amended from time to time.

“Town Manager” means the Town Manager or his designee.

“Zoning Ordinance” means the Town’s zoning ordinance, as amended from time to time.

### III. STIPULATIONS STIPULATIONS

#### A. General

#### A. GENERAL

1. As of the ~~Approval~~Effective Date, ~~This~~this Special Use Permit shall supersede and replace any and all ~~Prior~~prior Special Use ~~Permit(s)~~Permits related to the Property. Unless and until the Effective Date, the prior Special Use Permit shall remain in effect.
2. This Special Use Permit touches and concerns the land and shall run with the land. Any person having or subsequently acquiring title to any portion of the Property shall be subject to ~~This~~this Special Use Permit, as it applies to the portion of the Property owned thereby and as it may be amended or superseded from time to time.
3. Development of the Resort shall be in substantial conformance with the ~~Ritz Carlton Paradise Valley Special Use Permit Application Book dated \_\_\_\_\_, an Index of which is attached hereto as Exhibit \_\_\_\_\_ (the Index and SUP Application Book are collectively referred to as the "SUP Book"), the Site Plan, dated \_\_\_\_\_ attached hereto as Exhibit \_\_\_\_\_ (Site Plan), which are made a part hereof by this reference.~~Approved Plans and these stipulations. Stipulations.
4. Lot coverage for the Property as a whole shall not exceed that noted in the Land Density Table in ~~Page~~    of the ~~SUP booklet~~Approved Plans.
5. The use of the Property shall at all times conform to ~~This~~this Special Use Permit and all ~~applicable State laws and Town ordinances~~Applicable Laws, except that if there is a conflict between ~~This~~this Special Use Permit and any ~~Town ordinance~~provision of the Town Code or Zoning Ordinance or other Town requirement, ~~This~~this Special Use Permit shall prevail. except when otherwise required for health, safety, or welfare reasons.
6. If any section, subsection, sentence, clause, or phrase of ~~This~~this Special Use Permit is for any reason held illegal, invalid, or unconstitutional by the final, ~~non-appealable~~ decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of ~~This~~this Special Use Permit. The Town and the ~~Resort Hotel~~Owner believe and intend that the provisions of ~~This~~this Special Use Permit are valid and enforceable. In the unlikely event that ~~This~~this Special Use Permit is declared by a court of competent jurisdiction to be invalid or unenforceable, the ~~Resort may~~Principal Resort Hotel (if constructed and as then constructed) may continue to be used and operated as a legal

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~~non-conforming use in accordance with the stipulations and other provisions set out herein~~ these Stipulations, until such time as a special use permit or other applicable zoning for the Resort is ~~issued~~ reissued by the Town for the Property, ~~it being the intent of the Town. If (i) there is a court decision finding, holding, or declaring that in such event the Town will promptly issue a special use permit or other zoning classifications containing stipulations and other provisions which are identical to, or as near to identical as possible, to those contained in This Special Use Permit~~ the 2015 Development Agreement is invalid, either as a whole or with respect to provisions that apply the Resort Unit Revenue Replacement Fee (as defined in the 2015 Development Agreement) to one or more of the following residential units (Resort Villas, Resort Related Luxury Homes, Resort-Branded Homes, or Resort Related Attached Residences) and (ii) such court decision is a final, non-appealable decision or the Town would be required to post a supersedeas or similar bond before appealing such court decision, then each such residential unit for which the Resort Unit Revenue Replacement Fee no longer applies may thereafter be used only as a Hotel Key.

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7. ~~In the case of; inconsistencies or conflicts between or among these stipulations, the SUP Book and/or the Site Plan~~ Stipulations and the Approved Plans, these Stipulations shall be resolved in the following order of precedence: these stipulations shall have first precedence and control over the text of the SUP Book and the Site Plan, and after that, the text of the SUP Book shall have precedence and control over the Site Plan. ~~govern.~~ In the event of a conflict between the text ~~or narrative~~ and the diagrams, drawings or other graphic representations contained in ~~either the SUP Book or the Site Plan~~ Approved Plans, the text ~~or narrative~~ will prevail and control over the diagrams, drawings, and other graphic representations.

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8. ~~Mylar versions of the Site Plan, lighting plan, perimeter landscaping, wall plan, grading and drainage plan and elevations from the SUP Application book, and and~~ electronic versions of all Special Use Permit Application Book sheets Approved Plans shall be submitted to the Town within thirty (30) days after final approval. the Approval Date.

~~9.9.~~ No part of the Resort shall be operated as a Time-Share Project; as such term is defined by the Town Zoning Ordinance. No part of the Principal Resort Hotel in Area A may be subdivided for purposes of sale or resale. Any part or individual unit of the Resort Villas Area A1 may be subdivided (if previously combined) or combined for the purposes of sale or resale provided that the total number of units shall not exceed one hundred twenty (120).

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~~9.10.~~ When applicable, all approvals and determinations by the Town Manager or designee ~~referenced herein shall be governed by the Town Code in effect at the date of that determination, except when this SUP specifically references ordinances or requirements in effect as of a specific date (e.g., see definition of Special Use Permit Guidelines).~~

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~~ii.~~ 11. The Town Manager's approval or determination is provided for in several instances in these Stipulations. The Town Manager shall base his approval on standards and criteria set forth in this SUP, the 2015 Development Agreement, the Town Code, and the Zoning Ordinance, as reasonably applicable, with the intent to implement the viable development of the Resort as provided in this SUP and the 2015 Development Agreement. Recognizing that the final design and building permit process for which any particular approval of the Town Manager

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is sought involves multiple stages, including conceptual, schematic, design development and construction documents, an Owner may seek the approval of the Town Manager at one or more stages of such design. Notwithstanding the foregoing, no construction may occur with respect to any particular element or structure until necessary permits for that element or structure are issued. An Owner may rely upon an approval in proceeding from one stage of design to the next. Although the parties intend that this Special Use Permit, the 2015 Development Agreement, the Zoning Ordinance, and the Town Code state a consistent relationship between them, the parties agree that in the event of a conflict between these documents that the order of priority shall be the (1) Special Use Permit, (2) 2015 Development Agreement, (3) Zoning Ordinance, and (4) Town Code; the parties agree that the higher priority document shall control.

~~10.~~12. If any portion of the property is used in violation of the terms of ~~This~~<sup>this</sup> Special Use Permit, the Town may, after fair notice, a hearing and a reasonable opportunity to correct, impose a monetary sanction on the then Owner of such portion, in an amount not to exceed the maximum amount allowed for violations of the Town Zoning Ordinance for each day such violation exists, in addition to all other ~~remedies, orders, or sanctions~~ permitted by ~~applicable laws.~~<sup>Applicable Laws, including, at the Town's election, injunctive relief.</sup> No such remedy shall be sought from any other Owner or portion of the Property that is not in violation of this Special Use Permit.

~~11. This Special Use Permit shall run with the land and any person having or subsequently acquiring title to any portion of the property shall be subject to This Special Use Permit, as it applies to the portion of the property owned thereby and as it may be amended or superseded from time to time. Once an Owner no longer owns the property, such prior owner shall not be subject to This Special Use Permit.~~

~~12.~~13. Unless otherwise stipulated in ~~This~~<sup>this</sup> Special Use Permit, ~~Amendments~~<sup>amendments to this Special Use Permit</sup> shall follow the appropriate process outlined in Article XI, Special Uses and Additional Use Regulations, of the Town Zoning Ordinance, as amended.

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**B. Construction and Development Standards**

**B. CONSTRUCTION AND DEVELOPMENT STANDARDS**

- 14. All utilities within the Resort shall be underground (excluding certain equipment typically installed above ground, such as transformers, meters, etc., which shall be appropriately screened) and located within appropriate easements. All water and sewage facilities shall be constructed in accordance with plans approved by the Town Manager ~~or designee~~.
- 15. No construction permit shall be issued for any construction on the Property until appropriate engineering or architectural plans are submitted to the Town and the issuance of such construction permit for that particular activity is approved by the Town Manager ~~or designee~~. Submitted plans shall be required to meet the building code most recently adopted by the Town. However, the Town may issue approvals and/or permits to salvage native plants and stage or prepare the job-site for work, with fences, trailers, dumpsters, sanitation, water tanks, material storage, erosion control and dust control measures, and the like, without engineering or architectural plans.
- 16. During the period of demolition or construction of new improvements, signs shall be posted on the Property (or at the entrance to a particular phase) indicating the name and phone number of a person the public may contact with construction-related concerns. Sign details such as the sign size, height, and location shall be reviewed and approved by the Town Manager ~~or designee~~.
- 17. ~~16.~~ All new construction shall satisfy all fire department requirements for each component of work (which may include temporary fire protection facilities) prior to the issuance of any building permit for such work.
- 18. Prior to the issuance of a certificate of occupancy for any individual structure, adequate fire, emergency, and other vehicle access and adequate fire service shall be provided for such structure and the particular phase of development in which such structure is located, as determined by the Town Manager ~~or designee~~.
- 19. Interiors of ~~any~~ the Principal Resort Hotel structure may be remodeled at any time without an amendment to ~~This~~ this Special Use Permit so long as such remodeling does not increase or decrease the number of keys specified within This Special Use Permit Hotel Keys, the remodeled Principal Resort Hotel continues to comply with the Hotel Quality Standards, the Principal Resort Hotel continues to include the Minimum Resort Hotel Improvements, and appropriate building permits are obtained when required by the Town Code.
- 20. One or more locations within the Resort as approved by the Town Manager ~~or designee~~ may be improved and used as a marketing center for the sales and marketing of the ~~project~~ Resort until such time as all ~~project~~ construction has been substantially completed and all Resort Villas (~~Area A-1~~), Resort Related Luxury Homes (~~Area B~~), Resort Branded Homes (~~Area C~~), and Resort Related Attached Residences (~~Area D~~) have been initially sold.

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21. Temporary construction driveway locations are subject to the approval by the Town Manager ~~or designee~~ and are limited to locations on ~~major arterial roadways~~ Lincoln Drive and/or Indian Bend Road east of the existing traffic circle.

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22. If vertical construction has not commenced ~~on a portion of the site~~ within an Area that has been otherwise disturbed by grading or other construction work by a date that is five (5) years after the Approval Date, any such ~~unimproved~~, disturbed portion within such Area shall be stabilized and/or landscaped to minimize dust.

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23. The Resort Hotel Owner shall submit a construction schedule prior to the issuance of any building ~~permit~~ permits for a structure to ensure compliance with all Town ordinances and in order to minimize construction nuisances. This construction schedule shall include the following:

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a. Dust and noise control measures

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b. Vehicle/equipment storage/parking

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c. Construction days/hours

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d. Location of staging area for construction supplies/equipment

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e. Location of any construction ~~trailer~~ trailers and sanitary ~~facility~~ facilities

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f. Location of on-site construction-materials/debris storage

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g. Location of fire lanes during the construction period

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h. The approximate beginning and ending dates for construction of structures ~~within a phase~~

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i. All construction related parking and storage must be contained within the boundaries of ~~This Special Use Permit the Property~~ and on the adjacent property within the City of Scottsdale owned by ~~the applicant~~ Owner.

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24. Consistent with the phasing requirements and limitations contained within the 2015 Development Agreement, the Owner shall arrange for ~~Construction Phasing~~ per construction phasing within an Area (or Areas combined) on the Property in the following sequence:

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a. Commence native plant salvage, dust and erosion control measures, job-site mobilization and set-up, and the like.

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b. Begin ~~Storm Water Pollution Prevention Plan~~ storm water pollution prevention plan and ~~Measures~~ measures.

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c. Upon completion of the salvage, erosion and dust control, job-site mobilization, and set-up, commence ~~horizontal or~~ utility and street civil improvements and site work.

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- d. Upon substantial completion of, or in conjunction with, the utility and street and civil improvements and site work, commence vertical building improvements for Area A, perimeter walls, and perimeter landscaping (outside the perimeter walls) of the Property, along Lincoln Drive, Mockingbird Lane, and Indian Bend Road.
- e. Upon substantial completion of above, vertical building improvements for Areas A1, B, C, and D may commence in accordance with the phasing plan. Off-site and right-of-way improvements may be scheduled independently of the foregoing provisions and limitations stated in the 2015 Development Agreement.
25. Subject to requirements for construction of the horizontal or vertical improvements, construction access, emergency vehicle access, erosion control, storm water pollution prevention control, dust control and other measures, portions of the perimeter wall and landscaping may be postponed, or re-opened for construction or access, subject to approval by the Town Manager or designee.
26. During construction and development of the Resort Property, temporary sales and marketing signs may be posted on the Property consistent with the future Temporary Sign Plan a temporary sign program to be submitted by the owner/developer Owner and administratively approved by the Town Manager.
27. During grading and construction, the Resort Hotel Owner shall sweep the streets adjacent to the Property or and any other public streets in the Town directly affected by development on the Property using a PM-10 or equivalent capable street sweeper at least three (3) times a week or more, as required by the Town Manager or designee.
28. Screening of any backflow preventer, transformer, or other similar equipment visible from Lincoln Drive, Mockingbird Lane, or Indian Bend Road shall be required and the precise location thereof of such equipment and screening shall first be approved by the Town Manager or designee and the utility provider.
29. Stand-alone, additional accessory and service structures in Areas A, A1, and the proposed guard house in Area C, over six (6) feet in height (as defined in the Town's Resort SUP Special Use Permit Guidelines) in Areas A and A1, and guard houses in Areas B and C, each limited to eight-hundred (800) square feet from the drip line of the structure of Floor Area, may be added to the Approved Plans, provided that the total square footage of all the accessory and service structures added together does not exceed fifteen thousand (15,000) square feet from the dripline of the structure Floor Area, such additions to be provided to the Town Manager or designee as a revised conceptual site plan. The additional Stand-alone accessory and service structures cannot exceed sixteen (16) feet in height and must be set back a minimum of forty (40) feet for any accessory structure and sixty (60) feet for any service structure from any rights-of-way or residential property lines and ten (10) feet from any non-residentially zoned property.
30. Accessory structures that do not exceed six (6) feet in height above finished grade (raising the finished grade by placing fill solely for the purpose of adding additional height is prohibited) in Areas A and A1, including, but not limited to, pools, barbecues, fire pits,

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fireplaces, water features, and other accessory structures, shall be allowed within the boundaries of Areas A and A1, ~~such additions shall be properly permitted~~ subject to approval by the Town Manager ~~or designee.~~ These accessory structures shall not count towards the fifteen thousand (15,000) square feet of additional Floor Area for stand-alone accessory structures and service structures over six (6) feet in height provided for in Stipulation 29 above.

31. Construction for the Resort Related Luxury Homes (Area B) and Resort Branded Homes (Area C):

~~a. The Resort Related Luxury Homes (Area B) and Resort Branded Homes (Area C) shall be constructed in conformance with the development standards set forth in This Special Use Permit;~~

~~b. Additional walls not shown on This Special Use Permit may be constructed on a Resort Related Luxury Lot or Resort Branded Lot within enclosed private yards, provided they do not exceed six feet in height;~~

~~e. Air conditioners may be installed on roofs provided they shall be screened and noise attenuated as approved by the Town Manager or designee. Such screening shall be included in the overall height of the structure.~~

~~d. All exterior lighting shall comply with Town ordinances;~~

~~e. A minimum of 33% of the aggregate of all enclosed yard areas within a Resort Related Luxury or Resort Branded lot shall be open, planted, or pervious;~~

~~f. Accessory structures that do not exceed six (6) feet in height above finished grade, including, but not limited to, pools, barbeques, fire pits, fireplaces, water features and other accessory structures, shall be allowed within the boundaries of each lot, provided they are located in a rear yard screened from public streets. Accessory structures over six (6) feet above finished grade (or under 6' in height but not in an enclosed yard), which may include casitas, gazebos, trellises, and patio covers shall be allowed on each lot, provided they are limited to sixteen (16) feet above finished grade and comply with the following setbacks:~~

- ~~• Front yard ten (10) feet~~
- ~~• Side yard five (5) feet~~

~~i. Side yard that abuts a street ten (10) feet~~

- ~~• outdoor Rear yard ten (10) feet~~

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~~Accessory structures containing livable square footage shall meet the setbacks for the main home and may not exceed 16' in height as measured from finished grade.~~

~~House mounted basketball backboards, and pre fabricated storage sheds shall not be permitted.~~

### 32. Construction for the Resort Related Attached Residences (Area D)

~~a. The Resort Related Attached residences shall be constructed in conformance with the development standards set forth in This Special Use Permit; and~~

~~b. Accessory structures that do not exceed six (6) feet in height above finished grade, including, but not limited to, barbeques, fire pits, fireplaces, water features and other accessory structures, that are not over one hundred and fifty (150) square feet in size, not shown on This Special Use Permit may be constructed on a Resort Related Attached residences lot when otherwise in compliance with this Special Use Permit.~~

~~33.31. All lighting not visible off site shall meet Resort the Special Use Permit Guidelines. All outdoor lighting (including fixtures, light source, etc.) visible off site shall be approved through a minor amendment. to this Special Use Permit. If the Town receives a complaint from an offsite owner that a lamp or lighting or illumination device within an outdoor light fixture is visible from outside the Property, the Town Manager may inspect the Property and require the Owner of such lighting fixture to shield such light source if the light emitting element is visible from outside the Property.~~

~~34.32. Except as otherwise allowed by Federal or State requirements, antenna and satellite dishes are permitted, as follows:~~

~~a. Satellite dishes must not be located above the roof line. Satellite dishes and antennas greater than twenty-four (24) inches in diameter are permitted, provided that they are not mounted on the roof and meet all Town Code requirements, including full screening of equipment from view from the public right-of-way or properties not part of This this Special Use Permit; and~~

~~b. All wiring shall be contained within a structure, conduit, or underground.~~

~~35.33. Cellular and other wireless transmission antennas are permitted, provided that they comply with this Special Use Permit; and all applicable Town ordinances and, specifically including the requirement to obtain a Conditional Use Permit conditional use permit pursuant to Article XI, Special Uses and Additional Regulations, of the Town Zoning~~

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Ordinance, as amended; but further provided that no conditional use permit is required for cellular antennas located in the primary structures of the Principal Resort Hotel. Any cellular antennas shall be designed as integrated architectural features within the structures on the Property and any screening shall be in the same finish and color as the structure on which it is located. There shall be no unscreened projections of cellular antennas on any building above the roofline. Any lease agreement with a wireless operator will specifically allow entry by the Town and its agent for the purpose of inspection and compliance with Town ordinances and will require compliance with Article XII, Personal Wireless Service Facilities, of the Town Zoning Ordinance or any successor ordinance ~~regarding the conditions and limitations of special use permits.~~

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~~36.34.~~ The final design for Indian Bend Road, Mockingbird Lane, and the Visually Significant Corridor of Lincoln Drive shall be submitted and approved by the Town Manager or designee pursuant to the terms of the 2015 Development Agreement.

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### C. Uses

35. Subsequent to the Approval Date, Owner shall submit comprehensive Resort Sign Guidelines for the overall Resort for review and approval as a minor amendment to this SUP.

36. Perimeter landscaping plans shall be submitted for review and approval pursuant to the terms of the 2015 Development Agreement.

## C. DEVELOPMENT AREAS

### AREA A – RESORT HOTEL AND RESORT ANCILLARY FACILITIES AND USES

#### Area A

~~37. Temporary tents or pavilions~~ may only be erected at the improved with a Resort Hotel, which shall be the Principal Resort Villas, Hotel, and Resort Ancillary Facilities and related site improvements, in the locations Uses. No part of Area A may be subdivided with plats or maps for the purpose of sale or resale. The Principal Resort Hotel shall: include the Minimum Resort Hotel Improvements; comply with the Hotel Quality Standards; and comply with the height, setback, and Floor Area limitations as shown on Page [redacted] of the Approved Plans Approved Plans.

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~~37.38.~~ All provided mechanical equipment, including pool and fountain equipment, shall be screened so that such temporary tents or pavilions shall it is not remain erected for more than sixteen (16) consecutive days per event. No tent shall be higher than twenty four feet (24') above finished grade. Any other temporary tent or pavilion shall have adequate parking and be approved by the Town Manager or designee. ~~visible from Paradise Valley properties not a part of this Special Use Permit and from Paradise Valley public rights-of-way.~~ All pool heaters are to be low-profile in configuration. Mechanical equipment and mechanical equipment screens shall be included in the total height of any structure they are

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attached to. If applicable, mechanical screening may provide the necessary noise attenuation for any mechanical equipment. All mechanical equipment, along with any screens used for attenuation of noise, shall comply with the allowable noise levels as defined in the Town Code provisions relating to noise, as it is amended from time to time. Noise measurement shall include any installed screening or other attenuation devices.

~~38. Special events shall be permissible, with or without temporary tents or pavilions, provided these events are in accordance with the Article 8-8, Special Events on Private Property and Public Rights of Way, of the Town Code, as may be amended, with the following conditions:~~

~~a. As allowable in said Article 8-8, Special Use Permit properties are exempt from the Special Event permit review process provided that such exempted events are limited to the type of activities that are customary and incidental to the primary uses of This Special Use Permit and any temporary tents or pavilions used are as approved at the locations and tent sizes shown with This Special Use Permit;~~

~~b. Exemption from the Special Event permit review process does not exempt the Resort Owner from any applicable required permit inspections related to public health, safety and welfare by the Town, State of Arizona, or other such jurisdiction. Such permit inspections are determined as follows:~~

- ~~i. A permit from the Town Fire Marshal, or designee, for any structure or tent having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, and~~
- ~~ii. Review by the Town Community Development Department the provision for and location of any portable restroom facilities;~~

~~c. Any temporary tents or pavilions not shown on said plans may be approved in accordance to Article 8-8-10, Procedure for Review of Application and Appeal of Decision, of the Town Code;~~

~~d. Temporary tents or pavilions must meet a minimum setback of 40 feet to the exterior property line of This Special Use Permit; and~~

~~e. Placement of any temporary tent or pavilion shall have no adverse impact on parking or circulation~~

~~39. The hours of public operation for the Resort Hotel shall be twenty-four (24) hours per day, seven (7) days a week, except for the hours and operational standards set forth below:~~

~~a. Indoor Bars/bars/lounges: 6:00 a.m. to close per state statute;~~

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b. ~~Outdoor banquets, receptions, weddings, and socials: 6:00 a.m. to 2:00 a.m.;~~

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e. ~~Rooftop Resort Hotel Amenity~~

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i. ~~No activities or events shall occur between 10:00 p.m. and 7:00 a.m.; with the exception of event setup and breakdown procedures conducted by resort staff which shall not exceed thirty minutes before or after the aforementioned times;~~

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ii. ~~No amplified sound shall be permitted at any time;~~

iii. ~~No permanent shade structures may be constructed. Temporary shade structures are permitted as needed for specific events. Temporary structures shall be erected and removed the same day as the event;~~

~~No outward projected lighting shall be permitted from the Rooftop Resort Hotel Amenity;~~

iv.

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v. ~~At no time may the noise level exceed current Town Code standards at or beyond the SUP boundary line. To remedy any violation of the Town's noise or nuisance regulations and this Special Use Permit the Town reserves the right to require additional noise mitigation measures such as sound deadening materials and/or modifying hours of operation;~~

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vi. ~~The maximum occupancy shall be limited to the applicable building and fire codes;~~

vii. ~~Food and alcohol service may be provided at any time between 7:00 a.m. and 10:00 p.m.~~

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c. ~~The Spa & Fitness facilities: Outside members limited to 5:00 a.m. to midnight; and resort guests up to twenty-four (24) hours a day.~~

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d.

e. ~~Trash pickup: 7:00 a.m. to 7:00 p.m.~~

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~~Use of Resort Villas (Area A1), Resort Related Luxury Homes (Area B), Resort Branded Homes (Area C), Resort Related Attached residences (Area D), and Resort Related Residential/Retail and other Uses (Area E):~~

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**AREA A1 – RESORT VILLAS**

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40. ~~Area A1 may only be improved with up to [redacted] ( ) single-family residential Resort Villas and uses incidental or accessory thereto (specifically including the restaurant uses shown in Page D-3 of the Approved Plans), as well as common areas and common use facilities and/or amenities, provided that the Resort Villa plans comply with the height, setback, and Floor Area limitations shown on Page [redacted] of the Approved Plans.~~

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a. ~~Resort Villas (Area A1)~~

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40. Each owner of a Resort Villa may occupy it, or permit its family and guest(s) to occupy it, or make it available for residential uses. In addition, each ~~owner~~ Owner of a Resort Villa may voluntarily participate in the Resort Hotel ~~rental program~~ Rental Program and make ~~the~~its Resort Villa available for transient occupancy uses, or hospitality uses, at ~~the~~its sole option, under the terms and conditions of the Resort Hotel ~~rental program~~ Rental Program, provided, however, that any rental of any Resort Villa shall only be done through the Resort Hotel Rental Program. The principal guest of a Resort Villa in the Resort Hotel ~~rental program~~ Rental Program shall register with the Principal Resort Hotel. Nothing shall prohibit a Resort Villa from being sold (and thereafter resold) to a third party, or parties, and used as provided herein.

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41. ~~Resort Villas~~ Units in ~~are~~ subject to the ~~resort hotel rental program~~ must always meet the Furniture, Fixture, and Equipment (FF&E) following requirements:

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a. ~~Resort Villas shall be constructed in conformance with the development standards established by~~ set forth in this Special Use Permit.

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b. ~~Resort Villas in the Resort Hotel~~ Rental Program must always meet the Hotel Quality Standards for the Principal Resort Hotel.

c. Rental of ~~units~~ Resort Villas will be processed through the ~~Principal Resort Hotel's~~ Hotel Rental Management Program or other similar mechanism where the Principal Resort Hotel can track all rental activity.

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d. Each floor of ~~the~~ building containing ~~units~~ Resort Villas must contain a housekeeping closet and room service pantry.

e. Each ~~unit~~ Resort Villa must have locking entrance doors tied to a remote master key system located at the guest reception ~~area~~ area of the Principal Resort Hotel, which system is capable of issuing new key cards for each ~~unit~~ Resort Villa as it is rented and cancelling key cards upon expiration of the rental term.

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f. Each ~~unit~~ Resort Villas must be connected to a master television system as would typically be found in a full service ~~upper upscale or better~~ luxury resort hotel.

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g. Each ~~unit~~ Resort Villas must be connected to a master telephone or ~~voice over internet protocol (VOIP)~~ system that allows intra-system calls to the front desk, concierge, housekeeping, room service, and other hotel services, as typically found in a luxury resort hotel.

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Resort Related Luxury Homes (Area B):

#### AREA B – RESORT RELATED LUXURY HOMES

42. Area B may only be improved with up to ( ) detached single-family residential Resort Related Luxury Homes and uses incidental or accessory thereto, as well as common areas and common use facilities and/or amenities, provided that all such improvements comply with the height, setback, and Floor Area limitations shown on Page ( ) of the Approved Plans. Each owner of a Resort Related Luxury Home may occupy it or permit its family and guest(s) to occupy it, or make it available for residential uses. In

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addition, each Owner of a Resort Related Luxury Home may voluntarily participate in the Resort Hotel Rental Program and make its Resort Related Luxury Home available for transient occupancy uses or hospitality uses, at its sole option, under the terms and conditions of the Resort Hotel Rental Program, provided, however, that any rental of any Resort Related Luxury Home shall only be done through the Resort Hotel Rental Program. The principal guest of a Resort Related Luxury Home in the Resort Hotel Rental Program shall register with the Principal Resort Hotel. Nothing shall prohibit a Resort Related Luxury Home from being sold (and thereafter resold) to a third party, or parties, and used as provided herein. **[NOTE: MINIMUM SIZE OF LOTS ON THE EXTERIOR OF 15,000 SF AND HEIGHTS OF THE EXTERIOR LOTS NEEDS TO BE CLARIFIED IN THE PAGES OF THE APPROVED PLANS.]**

43. Resort Related Luxury Homes are subject to the following requirements:

- a. Resort Related Luxury Homes shall be constructed in conformance with the development standards set forth in this Special Use Permit.
- b. Additional walls not shown on the Approved Plans may be constructed on the lot within enclosed private yards, provided they do not exceed six (6) feet in height.
- c. Air conditioners may be installed on roofs of Resort Branded Homes (Area C), provided they shall be screened and noise attenuated so as to comply with the allowable noise levels as defined in the Town Code provisions relating to noise, as it is amended from time to time. Noise measurement shall include any installed screening or other attenuation devices. Such screening shall be included in the overall height of the structure.
- d. All outdoor lighting shall comply with Town ordinances.
- e. A minimum of thirty-three (33) percent of the aggregate of all enclosed yard areas within a lot shall be open, planted, or pervious.
- f. Accessory structures that do not exceed six (6) feet in height above finished grade, including, but not limited to, pools, barbeques, fire pits, fireplaces, water features and other accessory structures, shall be allowed within the boundaries of each lot, provided they are located in a rear yard screened from public streets. Accessory structures over six (6) feet above finished grade (or under six (6) feet in height but not in an enclosed yard), which may include casitas, gazebos, trellises, and patio covers, shall be allowed on each lot, provided that they comply with the Floor Area limitations shown on Page [redacted] of the Approved Plans, are limited to sixteen (16) feet above finished grade, and comply with the following setbacks:
  - e-
  - ii. Front yard – ten (10) feet
  - 
  - iii. Side yard – five (5) feet
  - 
  - iv. Side yard that abuts a street – ten (10) feet

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v. Rear yard – ten (10) feet

g. Accessory structures containing livable square footage shall meet the setbacks for the main home and may not exceed sixteen (16) feet in height as measured from finished grade.

h. House-mounted basketball backboards and pre-fabricated storage sheds shall not be permitted.

### **AREA C – RESORT-BRANDED HOMES**

44. Area C may only be improved with up to ( ) detached single-family residential Resort-Branded Homes and uses incidental or accessory thereto, as well as common areas and common use facilities and/or amenities, provided that all such improvements comply with the height, setback, and Floor Area limitations shown on Page of the Approved Plans. Each owner of a Resort-Branded Home may occupy it, or permit its family and guest(s) to occupy it, or make it available for residential uses. In addition, each owner of a Resort-Branded Home may voluntarily participate in the Resort Hotel ~~rental program~~Rental Program and make the home available for transient occupancy uses, or hospitality uses, at their sole option, under the terms and conditions of the Resort Hotel ~~rental program~~Rental Program. Nothing shall prohibit a Resort-Branded Home from being sold (and thereafter resold) to a third party, or parties, and used as provided herein.

[NOTE: MINIMUM SIZE OF LOTS ON THE EXTERIOR OF 15,000 SF AND HEIGHTS OF THE EXTERIOR LOTS NEEDS TO BE CLARIFIED IN THE PAGES OF THE APPROVED PLANS.]

45. Resort-Branded Homes are subject to the following requirements:

a. Resort-Branded Homes shall be constructed in conformance with the development standards set forth in this Special Use Permit.

b. Resort-Branded Homes in the Resort Hotel Rental Program must always meet the requirements of the Brand for the Principal Resort Hotel.

c. Additional walls not shown on the Approved Plans may be constructed on a lot within enclosed private yards, provided they do not exceed six (6) feet in height.

d. Air conditioners may be installed on roofs, provided they shall be screened and noise attenuated so as to comply with the allowable noise levels as defined in the Town Code provisions relating to noise, as it is amended from time to time. Noise measurement shall include any installed screening or other attenuation devices. Such screening shall be included in the overall height of the structure.

e. All outdoor lighting shall comply with Town ordinances.

f. A minimum of thirty-three (33) percent of the aggregate of all enclosed yard areas within a lot shall be open, planted, or pervious.

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g. Accessory structures that do not exceed six (6) feet in height above finished grade, including, but not limited to, pools, barbeques, fire pits, fireplaces, water features and other accessory structures, shall be allowed within the boundaries of each lot, provided they are located in a rear yard screened from public streets. Accessory structures over six (6) feet above finished grade (or under six (6) feet in height but not in an enclosed yard), which may include casitas, gazebos, trellises, and patio covers, shall be allowed on each lot, provided they comply with the Floor Area limitations shown on Page [redacted] of the Approved Plans, are limited to sixteen (16) feet above finished grade, and comply with the following setbacks:

- i. Front yard – ten (10) feet
- ii. Side yard – five (5) feet
- iii. Side yard that abuts a street – ten (10) feet
- iv. Rear yard – ten (10) feet

h. Accessory structures containing livable square footage shall meet the setbacks for the main home and may not exceed Resort Related Attached Residences (Area D); sixteen (16) feet in height as measured from finished grade.

i. House mounted basketball backboards, and pre-fabricated storage sheds shall not be permitted.

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**AREA D – RESORT RELATED ATTACHED RESIDENCES**

e.46. Area D may only be improved with up to [redacted] ( ) attached single-family residential Resort Related Attached Residences and uses incidental or accessory thereto, as well as common areas and common use facilities and/or amenities, provided that all such improvements comply with the height, setback, and Floor Area limitations shown on Page [redacted] of the Approved Plans. Each owner of a Resort Related Attached Residence may occupy it or permit its family and guest(s) to occupy it, or make it available for residential uses. In addition, each Owner of a Resort Related Attached Residence may voluntarily participate in the Resort Hotel Rental Program and make its Resort Related Attached Residence available for transient occupancy uses or hospitality uses, at its sole option, under the terms and conditions of the Resort Hotel Rental Program, provided, however, that any rental of any Resort Related Attached Residence shall only be done through the Resort Hotel Rental Program. The principal guest of a Resort Related Attached Residence in the Resort Hotel Rental Program shall register with the Principal Resort Hotel. Nothing shall prohibit a Resort Related Attached Residence from being sold (and thereafter resold) to a third party, or parties, and used as provided herein.

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47. Resort Related Mixed Attached Residences are subject to the following requirements:

a. The Resort Related Attached Residences shall be constructed in conformance with the development standards set forth in this Special Use Permit.

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b. Accessory structures that do not exceed six (6) feet in height above finished grade, including, but not limited to, barbeques, fire pits, fireplaces, water features and other accessory structures, that are not over one hundred and fifty (150) square feet in size, not shown on (Areathe Approved Plans may be constructed on a lot when otherwise in compliance with this Special Use Permit.

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### **OPEN SPACE-WASH CORRIDOR**

48. The Open Space-Wash Corridor shown on Page [ ] of the Approved Plans is intended to be improved and used only for stormwater conveyance and detention, public trails, benches, and permanent open space and shall not be otherwise developed, except for landscaping and hardscaping, including but not limited to: pathways, seat walls, benches, sculptures, entry monument signage, water features and storm water detention systems. Public access to the Open Space-Wash Corridor may only be restricted when flooding or other conditions exist so as to require such restrictions in order to protect the health, safety, and welfare of the public. No roadways or other vehicular access shall be permitted on or across the Open Space-Wash Corridor, aside from temporary access in order to perform landscape maintenance and other related maintenance. No parking of vehicles shall be permitted on any portion of the Open Space-Wash Corridor.

### **AREA E). Anticipated – RETAIL APPROVAL AND FUTURE RESERVED APPROVAL AREA**

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49. Uses and Future Approval Process for Area E:

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a. Area E may only be improved at this time with Area E Retail/Restaurant Uses. No part of Area E may be subdivided with plats or maps for the purpose of sale or resale unless allowed pursuant to an intermediate amendment to this SUP as provided in subsection (b) below. All improvements to Area E shall comply with the height, setback, parking requirements, and Floor Area limitations shown on Page [ ] of the Approved Plans.

b. Future improvements to Area E shown as "X" on Page [ ] of the Approved Plans shall only be allowed as permitted by an intermediate amendment to this SUP (as provided in Article XI of the Zoning Ordinance). The Town and the owner/developer/Owner anticipate Area E to may include, but not be limited to, the following uses: ~~hotel, residential~~Resort Hotel, resort-related retail, and resort-related health services; provided that, an. No use shall be deemed approved unless and until the intermediate amendment referenced above is obtained. The intermediate amendment to the SUP (as provided in Chapter 11 of the Town Zoning Ordinance) shall first be required before the square footage approvals for each of these uses is determined, as well as the heights, setbacks, and locations of each such use. Processing of any plat approval or building permits for the portion of Area E shown as "X" on Page [ ] the Approved Plans shall not be permitted until after the intermediate amendment has been processed by the Town. [FUTURE OR RESERVED AREA E NEEDS TO BE SHOWN ON THE APPROVED PLANS AND THE APPROPRIATE LABEL INSERTED HERE.]

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• Processing of any plat approval or building permits for Area E shall not

be permitted until after the intermediate amendment has been processed  
by the Town

**D. Parking and Circulation**

~~42. Parking shall meet or exceed the parking requirements set forth in this Special Use Permit. Any change in use to the Resort Hotel that increases the parking demand over what is provided in This Special Use Permit must be approved as a minor amendment by the Planning Commission.~~

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~~43. All contracts between the Resort Hotel Owner and any valet company or other parking company shall include an acknowledgment and agreement that such company shall not park any vehicles on public streets in the Town. Buses and other vehicles may be used to shuttle guests or employees to or from parking areas not located on the Resort, and between the Resort and other destinations (e.g., airport, shopping facilities, golf courses, attractions, etc.). Any catering agreement between Resort Hotel Owner and any owner or guest booking events at the Resort shall include an acknowledgement and agreement that catering vehicles may not park on public streets in the Town.~~

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~~Unlicensed support vehicles (i.e., golf carts, utility vehicles, etc.)~~

**D. TEMPORARY USES/EASEMENT/MAINTENANCE**

~~50. Temporary tents or pavilions may be erected in the locations shown on Page [redacted] of the Approved Plans, provided that such temporary tents or pavilions shall not remain erected for more than sixteen (16) consecutive days per event. No tent shall be higher than twenty-four (24) feet above finished grade.~~

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~~51. Special events shall be permissible, with or without temporary tents or pavilions, provided these events are in accordance with the Article 8-8, Special Events on Private Property used to transport guests and residentsPublic Rights-of-Way, of the Town Code, with the following conditions:~~

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~~a. As allowable in said Article 8-8, Special Use Permit properties are exempt from the Special Event permit review process provided that such exempted events are limited to the type of activities that are customary and provide services incidental to the primary uses of this Special Use Permit and any temporary tents or pavilions comply with Stipulation [redacted].~~

~~b. Exemption from the Special Event permit review process does not exempt the Owner from any applicable required permit inspections related to public health, safety, and welfare by the Town, the State of Arizona, or other applicable jurisdiction. Town permit inspections are determined as follows:~~

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i. A permit from the Town Fire Marshal, or designee, shall be required for any structure or tent having an area in excess of two hundred (200) square feet or a canopy in excess of four hundred (400) square feet.

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ii. Review by the Town Community Development Department shall be required for the provision for and location of any portable restroom facilities.

c. Any temporary tents or pavilions not in the locations shown on Page [redacted] of the Approved Plans may be approved in accordance with Article 8-8-10, Procedure for Review of Application and Appeal of Decision, of the Town Code.

d. Temporary tents or pavilions must meet a minimum setback of forty (40) feet to the exterior property line of the Property.

Placement of any temporary tent or pavilion shall have no adverse impact on parking or circulationResort,.

52. The following stipulations shall be set forth in easements and/or CC&Rs or other recorded instruments (which may include recorded plats or maps), to be recorded on (or otherwise encumber title to) the Resort or such part thereof for which such stipulation is germane. Such recordation shall occur concurrently with or prior to recordation of any applicable final plats or final maps as the case may be for a particular phase of development. As a condition to approval of final plats or final maps, such recorded instruments (other than the plat or map itself) shall be approved by the Town Manager. Easements within any lot or parcel will not affect setback measurements or determination of lot areas. Any lot within an Area can provide (by easement or otherwise) parking, drives, utilities, and signs for another lot within an Area, including lots owned by different Owners.

a. Easements

i. Vehicular and pedestrian access easements providing access to public rights-of-way as reasonably determined by the Owner and benefiting all Owners within the Resort Villas, shall be dedicated and maintained. The adequacy of such easements shall be reasonably approved by the Town Manager.

ii. Utility and drainage easements shall be dedicated to the utility provider, the Town, and/or the Owner as the case may be, as reasonably determined by the Town Manager. Any such easement shall be maintained in accordance with applicable requirements of the utility or the Town, as applicable. Where required by law, such easements shall be shown on the final plats or final maps.

b. General Maintenance Rights and Responsibilities

44.i. The Resort Ancillary Facilities, may be developed in one or more phases as provided in the 2015 Development Agreement. A general infrastructure plan for each phase shall be formulated by each Owner which shall set forth common elements for roadways, utilities (including fire service), lighting, gates, landscape, walls and other elements for the use, benefit, enjoyment and safety of all of

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~~Owner's guests, employees and other invitees of the Resort-Related Luxury Homes (Area B); Some of such common elements may benefit all phases of the Resort-Branded Homes (Area C);, while others may serve only one or more phases of the Resort-Related Attached residences (Area D), and hotel, residential, resort-related retail, restaurant, and resort related health services in (Area E) but shall not be used or parked on any public street.~~

~~All designated fire lanes shall maintain a vertical clearance of fourteen feet (14') above finished grade and a horizontal clearance of twenty feet (20') to allow passage of emergency vehicles and must meet all current Arizona Department of Transportation standards. Emergency access points are only to be utilized for emergency vehicles. No deliveries or other use is allowed.~~

~~ii. A maintenance, repair, and replacement regime shall be formulated by Owner(s) and incorporated into one or more CC&Rs, which shall be a first priority lien (junior only to existing matters of record other than monetary liens and the 2015 Development Agreement) on the Resort or each particular phase, as the case may be. Said regime shall provide for governance through a master developer of the Resort or of a phase, or through an authorized or duly formulated association of certain, some, or all Owners of the Resort or phased parts thereof. Said regime shall set forth and contain the minimum following elements:~~

~~(a) All exterior portions of all structures and all roadways, parking areas, landscaping, walls, pools and lighting shall be kept and maintained in a first class condition, commensurate with a mixed use resort project serving multiple uses and Owners so that each part is benefited by the first class condition of each other part.~~

~~(b) Adequate and reasonable assessments shall be made of each Owner to reasonably fund estimated budgets for the maintenance, repair, replacement, and care of the completed Resort and/or each phase thereof.~~

~~(c) A governance mechanism to protect all Owners and insure the reasonable and adequate maintenance of all components of all phases of the Resort, including the power to access and enter upon the property of another for the purpose of enforcing the regime.~~

~~(d) Architectural guidelines to insure that the requirements of this Special Use Permit are adhered to in the initial and any redevelopment of the Resort. Such architectural guidelines may be administered through an Owner as master developer of the Resort or phase therein, a master association for the Resort, or an association for a particular phase as the case may be, it being the intention of the Town that the Resort be developed in a cohesive, cooperative and harmonious manner which adheres to the requirements of this Special Use Permit and such other requirements Owner may formulate from time to time.~~

45. The

~~46. At any time when the parking demand within the Resort is expected to exceed onsite capacity,~~

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~~the Owners of the affected areas shall initiate a parking management plan which may include valet parking or offsite parking arrangements (but not the use of parking on any public street within the Town).~~

~~47. All streets and drives in the Resort are and shall remain private streets. All streets, sidewalks and paved areas constructed shall remain private; provided, that all new streets constructed shall be per the SUP booklet cross sections. That part of This Special Use Permit granted for private streets and drives herein shall be binding on the Applicant.~~

~~48.53. The streets and drives on within the Property shall be constructed and maintained by the Applicant. The rights and obligations, including but not limited to the right and obligation to maintain the streets and drives Owner. A covenant will be recorded on the Property, (which may be set forth in the CC&Rs) providing the Town with a right to perform repair of streets, drives, and parking lots within the Property, which shall run with the land and shall be binding thereon. In the event a condition that threatens the health or safety of the residents of the Town is created or results from the Applicant's failure to maintain Manager finds that the streets and drives within the Property are not reasonably maintained, the Town may give the Applicant Owner of the affected area a written notice to undertake appropriate maintenance to cure such condition. If the condition remains uncured for thirty (30) days after notice thereof in writing to the Applicant Owner by the Town, or if the condition is such that it cannot be reasonably corrected within thirty (30) days, the correction thereof not having been commenced and thereafter diligently prosecuted within thirty (30) days from receipt of such written notice, the Town may enter the Property and perform such work necessary to cure the condition. The Town may assess the actual costs and expenses related to such work against the Applicant as owner Owner of the private streets and drives, and the Applicant such Owner shall remit payment to the Town within thirty (30) days of after receipt of an invoice together with the usual and customary reasonable supporting documents and materials from such work the Town. If the Applicant Owner fails to remit such payment within the thirty (30)-day period, the Town may file a lien against the Property for any such unpaid amount due to the Town and enforce such lien as provided by Arizona law.~~

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## **E. PARKING AND CIRCULATION**

~~E.~~

~~54. Parking shall meet or exceed the parking requirements set forth on in the parking study incorporated into the Approved Plans. Any change in use of the Resort that increases the parking demand over the parking requirements set forth in the parking study incorporated into the Approved Plans must be approved as a minor amendment to this Special Use Permit. [NOTE: PARKING STUDY MUST BE INCLUDED WITH BOOK 1 IN THE SET OF APPROVED PLANS.]~~

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~~55. All contracts between the Resort Hotel Owner and any valet company or other parking company shall include an acknowledgment and agreement that such company shall not park any vehicles on public streets in the Town. Buses and other vehicles may be used to shuttle guests or employees to or from parking areas not located on the Resort, and between the~~

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Resort and other destinations (e.g., airport, shopping facilities, golf courses, attractions, etc.). Any catering agreement between Resort Hotel Owner and any resident or guest booking events at the Resort shall include an acknowledgement and agreement that catering vehicles may not park on public streets in the Town.

56. Unlicensed support vehicles (i.e., golf carts, utility vehicles, etc.) may be used to transport guests and residents and provide services to any Area of the Resort, but shall not be used or parked on any public street.

57. All designated fire lanes shall maintain a vertical clearance of fourteen (14) feet above finished grade and a horizontal clearance of twenty (20) feet to allow passage of emergency vehicles, and must meet all current Arizona Department of Transportation standards. Emergency access points are only to be utilized for emergency vehicles; no deliveries or other use of emergency access points is allowed.

49. 58. At any time when the parking demand within the Resort is expected to exceed onsite capacity, the Owners of the affected areas shall initiate a parking management plan, which may include valet parking or offsite parking arrangements (but not the use of parking on any public street within the Town).

59. All streets, drives, sidewalks, and paved areas constructed shall remain private; provided, however, that all new streets constructed shall be in compliance with Page [redacted] of the Approved Plans and shall be of adequate width and design, as determined by the Town, to permit the provision of fire and police protection to the Property.

50-60. The eight (8) feet wide public trail located in the Open Space Corridor shall remain un gated and unobstructed at all times. The trail must meet ADA Americans with Disabilities Act requirements.

51-61. Proposed guardgates and guardhouses shall be in the general locations shown on the Resort Wall Master Plan to be approved by the Town Manager and must meet the SUP Guideline standards of the Special Use Permit Guidelines and the Zoning Ordinance.

52-62. All proposed cul-de-sacs in Areas B and C shall meet have a right-of-way radius of not less than forty-five (45) feet (45') with an improved traffic circle having a radius of not less than forty (40) feet (40').

53-63. No loading, truck parking, trash containers, or outdoor storage area shall be located within one hundred (100) feet of residentially zoned property outside of the SUP Property's boundaries. All such areas shall provide visual and noise screening to minimize impacts on adjacent residential property.

**E. Management**

**F. MANAGEMENT**

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~~54.64.~~ There shall be at least one person at the Resort at all times who has been thoroughly briefed on the provisions of ~~This~~ Special Use Permit and who has the authority to resolve all problems related to compliance with ~~This~~ Special Use Permit. All calls from Town residents to the Town or Resort, regarding noise or disturbances shall be referred to and addressed by such person(s). Maintenance of the Resort in general, and all common areas specifically, shall be coordinated through a single unified management entity, which may be the Owner of the Principal Resort Hotel ~~Owner~~ or ~~its designee~~ a master association of Owners.

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**~~F. Community Outreach~~**

~~65.~~ At all times, the Property shall remain under unified management through a master association and shall be operated as an integrated resort facility. There may be sub-associations relating to specific Area(s) within the overall Property.

**G. COMMUNITY OUTREACH**

~~66.~~ Subsequent to the approval of this Ordinance, the Owner shall implement the Community Outreach Plan. (See Exhibit "E") set forth on Schedule 2.

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**EXHIBIT "E"  
TO  
ORDINANCE NUMBER 694**

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**THE POST APPROVAL COMMUNITY OUTREACH PLAN  
CONSISTS OF:**

**SCHEDULE 1**  
**TO**  
**THE RITZ-CARLTON STIPULATIONS**

**Approved Plans**

The Approved Plans consist of Book 1 to SUP-15-01, that book entitled as “ [REDACTED] ” and dated [REDACTED] along with the Parking Study Book and the Traffic Study Book. This document is on file at the Town of Paradise Valley Clerk’s Office and may be viewed during normal business hours. [NOTE: NEED TO GET FINAL PLANS AND BOOKS FROM FIVE STAR IN ORDER TO ACCURATELY DESCRIBE THEM HERE.]

**Town Hall**  
**6401 E. Lincoln Drive**  
**Paradise Valley, AZ 85253**

**SCHEDULE 2**  
**TO**  
**THE RITZ-CARLTON STIPULATIONS**  
**Post-Approval Community Outreach Plan**

Subsequent to approval of SUP 15-01 ~~Ritz-Carlton Resort~~, the Owner will keep neighbors apprised of the status of the project at follows:

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1. The Owner will send a quarterly report to Paradise Valley property owners within one thousand (1,000) feet of the subject property, advising them of current status, any changes, and anticipated construction commencement ~~date~~dates if known.
2. These quarterly reports will continue during ~~the construction phase to~~in Areas A, A1, and D and include anticipated construction ~~schedules~~schedules and progress.
3. There will be two annual reports upon completion of construction ~~in Areas A, A1, and D~~. The first of these will announce ~~that~~that construction is complete, and the second, approximately one year later, will indicate that the post-approval communication process has been completed.

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Each communication will contain a name and contact information for the Owner (which may vary depending on the project status at the time), ~~but nonetheless a name and contact information~~ so that any neighbors with a question or concern will be able to contact a ~~project~~Resort representative with their question or concern.

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