

Description of Prior SUP Amendments

TOWN OF PARADISE VALLEY SPECIAL USE PERMIT FOR VALLEY UNITED PRESBYTERIAN CHURCH

The Town annexed the property in 1961. The list below summarizes the known amendments to the original Special Use Permit.

July 16, 2016 (SUP-16-01)	Approve a Minor Special Use Permit for a new monument sign along McDonald Drive
October 17, 2008	Administrative amendment to relocate an existing cross in the memorial garden and add a 4' x 30' wood panel for the replacement of memorial plaques
January 23, 2008	Limited ingress and egress access easement agreement recorded with the Maricopa County Recorder in document #20080061593 on January 23, 2008 to trash enclosure area located on Kiva Elementary School property
February 5, 2007	Joint use parking easement agreement between the Kiva Elementary School and church recorded with the Maricopa County Recorder in document #20070145063 on February 5, 2007
December 9, 1999 (SUP-99-20)	Approve a Major Special Use Permit for phased construction of new buildings, expansion of buildings, parking lots and shared parking with Kiva Elementary School
July 17, 1992 (SUP-92-18)	Approve a minor amendment for a new storage building
October 26, 1989 (SUP-89-09)	Approve steeple on chapel building with light recorded with the Maricopa County Recorder in document #90 026509 on January 18, 1990
July 28, 1988 (SUP-88-14)	Approve 5,590 square foot addition to the sanctuary recorded with the Maricopa County Recorder in document #88 507698 on October 13, 1988
June 14, 1984 (SUP-84-15)	Minor amendment to modify landscaping along McDonald Drive
August 11, 1983 (SUP-83-14)	Approve minor changes to chapel and nearby walls and sidewalks
November 18, 1982 (SUP-82-20)	Approve new approximate 5,000 square-foot chapel on the north side of the property recorded with the Maricopa County Recorder in document #83 002290 on January 4, 1983
August 26, 1982 (SUP-82-19)	Approve 840 square-foot addition to Fellowship Hall recorded with the Maricopa County Recorder in Docket 16297 Page 1513 on September 20, 1982
July 12, 1979 (SUP-79-21)	Approve 350 square-foot kitchen addition recorded with the Maricopa County Recorder in Docket 13815 Page 1045 on August 7, 1979
January 27, 1977 (SUP-76-16)	Approve memorial garden recorded with the Maricopa County Recorder in Docket 12076 Page 1371 on February 15, 1977

November 13, 1975 (SUP-75-14)	Approve additional classrooms, choir room and adult lounge; approve the entire Special Use Permit recognizing the church use was a nonconforming property when Town annexed the site recorded with the Maricopa County Recorder in Docket 11624 Page 854 on April 9, 1976; an earlier application SUP-74-12 for signage was continued and incorporated as part of SUP-75-14
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Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Minutes - Final

Planning Commission

Tuesday, July 19, 2016

6:00 PM

Council Chambers

1. CALL TO ORDER

Acting Chairman Wastchak called the meeting to order at 6:05 p.m.

2. ROLL CALL

Present 6 - Commissioner Thomas G. Campbell
Commissioner Richard K. Mahrle
Commissioner Scott Moore
Commissioner Jonathan Wainwright
Commissioner Daran Wastchak
Commissioner Jeff Wincel
Absent 1 - Chairperson Dolf Strom

STAFF MEMBERS PRESENT

Deputy Town Attorney, Deborah Robberson
Community Development Director, Eva Cutro
Senior Planner, Paul Michaud
Planner, George Burton

3. EXECUTIVE SESSION

None

6. ACTION ITEMS

- A. 16-226 Consideration of a proposed monument sign along McDonald Drive
Valley Presbyterian Church - 6947 E McDonald Drive
Minor Special Use Permit Amendment (SUP 16-01)
- Paul Michaud described the request in accordance with the application packet. He noted this application was discussed at the June 21, 2016 study session. There was no discussion from the Planning Commission and no persons from the public that spoke on this application request.

A motion was made by Commissioner Wainwright, seconded by Commissioner Wincel, to deem the application request a Minor Special Use Permit amendment

per the criteria listed in Section 1102.7.B of the Zoning Ordinance. The motion carried by the following vote:

Aye: 6 - Commissioner Campbell, Commissioner Mahrle, Commissioner Moore, Commissioner Wainwright, Commissioner Wastchak and Commissioner Wincel

Absent: 1 - Chairperson Strom

A motion was made by Commissioner Campbell, seconded by Commissioner Moore, to approve the Valley Presbyterian Church Minor Special Use Permit Amendment for a monument sign located along McDonald Drive near their driveway entrance, subject to the following stipulations:

1. Unless otherwise noted, all improvements to the property shall be in substantial compliance with the following:
 - a. Project Narrative dated June 9, 2016;
 - b. Sign Elevation prepared by Epic Sign Group dated June xx, 2016; and
 - c. Sign site visibility documentation, including site plan, prepared by RCC Design Group, LLC, dated June 13, 2016.
2. Relocate the existing no left turn sign located at the subject driveway onto the new stop sign and to paint a white line parallel to the stop sign on the driveway.
3. All existing Special Use Permit stipulations shall remain in full force and effect, unless changed or modified by this amendment application.

The motion carried by the following vote:

Aye: 6 - Commissioner Campbell, Commissioner Mahrle, Commissioner Moore, Commissioner Wainwright, Commissioner Wastchak and Commissioner Wincel

Absent: 1 - Chairperson Strom

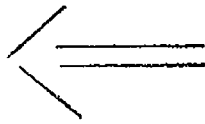
4. STUDY SESSION ITEMS

A. 16-228 Discussion of Noise Code Revisions

Bob Lee presented the noise code updates in accordance with the packet.

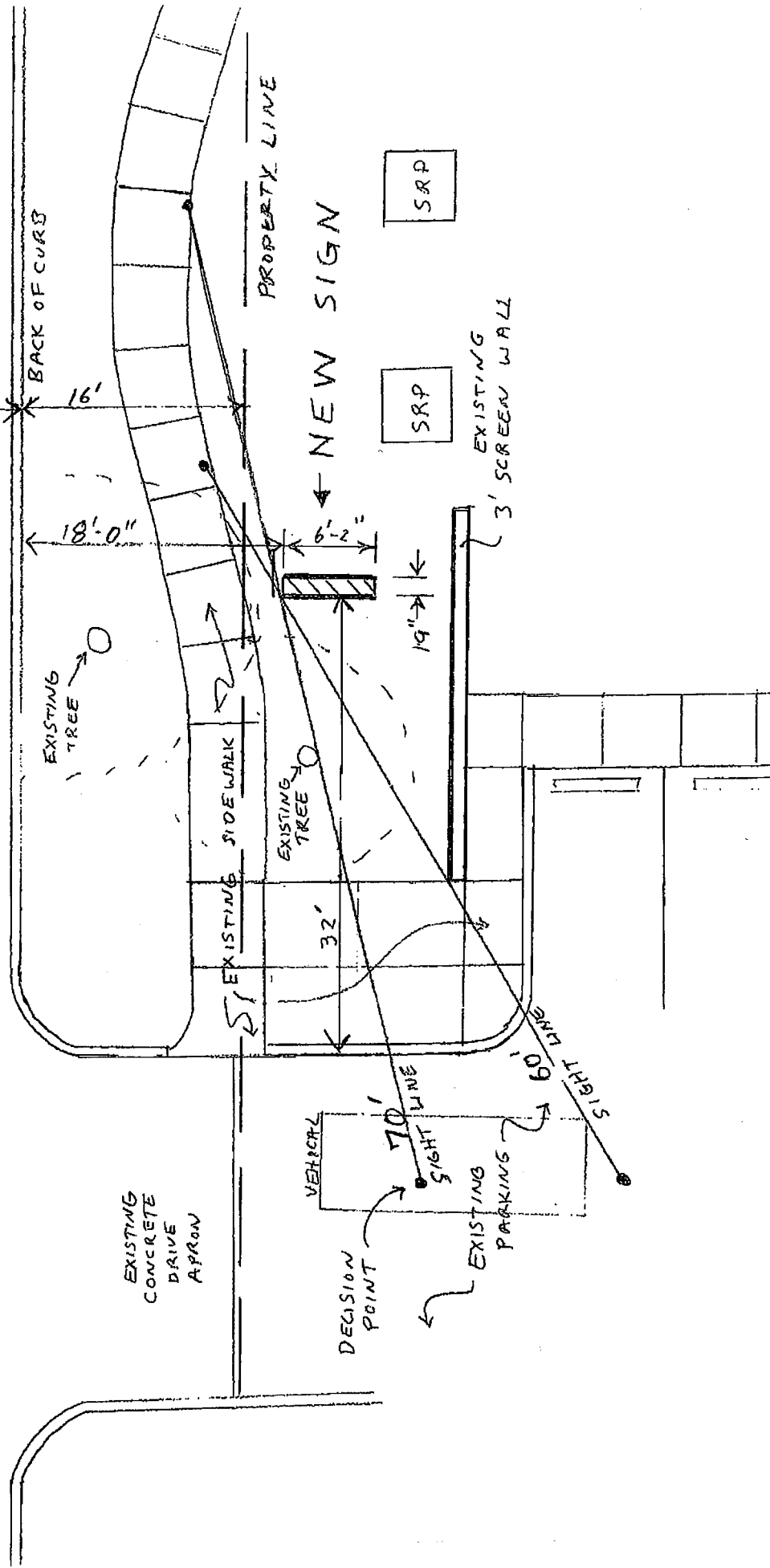
Commissioner Moore asked about the rules to request an early start or pour related to concrete work or shotcrete for swimming pools. Mr. Lee replied early start times are allowable if approved by the Town Manager, such as something reasonable such as pouring concrete early due to the heat.

It was noted that the proposed code change is to allow for a one hour earlier start time in the summer, allow for the Town Manager or designee to approve any requested deviation, and to establish specific times in the code instead of sunrise/sunset.



NORTH

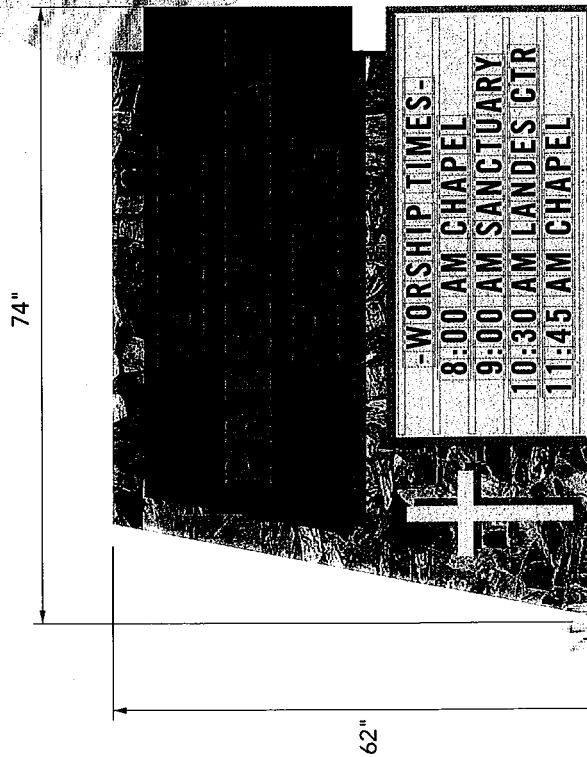
E. McDONALD DR.



VALLEY PRESBYTERIAN CHURCH
6947 E. McDONALD DR.
5-18-16

D/F MONUMENT SIGN - NON-ILLUMINATED

- FABRICATION TYPE:**
 ALUM. FRAME, CABINET & FACES
 PAINTED FINISH
 MASONRY STONE BASE
 CHANGEABLE ZIP TRACK LETTERS
NON-ILLUMINATED



CONCEPT #5A



EPIC ENTERPRISES, INC. DBA

Signature: _____ Print name/title: _____

Approved as is: _____ Approved with Changes: _____ Re-Submit: _____ Date: _____

Project: Valley Presbyterian Church R1) Revised L/O per clients request 07/06/16 JGB
 Project Manager: Chris Scherf x103 Date: 07-10-15

1043 E. Indian School Rd. • Phoenix, AZ 85014 • Toll Free: 866.909.EPIC • T: 602.264.5800 • F: 602.264.5850 • chris@epicsigngroup.com • www.epicsigngroup.com



October 17, 2008

Molly Hood, AICP
Senior Planner
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253

Mr. Lou Werner
Formwerks Studios
5070 N. 40th Street, Suite 240
Phoenix, AZ 85018

Subject: Administrative Amendment to Special Use Permit
Valley Presbyterian Church, 6947 E. McDonald Drive

Dear Lou:

Staff has thoroughly reviewed the Valley Presbyterian request to relocate an existing cross in the Memorial Garden and add a 4' x 30' wood panel for the placement of memorial plaques.

The proposed request does not impact the approved Special Use Permit in any way. The requested change will not:

- alter intensity, use, lot coverage, perimeter setbacks, or the number of units or structures; or
- have an adverse effect upon adjoining properties; or
- change in any respect the intent of the original existing special use permit or amendments thereto, and any rules and regulations governing the issuance of the original special use permit; or
- change any time requirement imposed on the applicant; or
- change the character of the development; or
- change in circulation, safety or utilities; or
- change the required off-street parking or loading space; or
- change the subject, size, lighting or orientation of originally approved signs.

The request was **APPROVED** by the Town Manager subject to the following conditions:

1. All necessary building permits shall be obtained.

Please call me at 480-348-3574 if you have any questions or if I can be of any further assistance.

Best Regards,

Molly Hood, AICP
Senior Planner

Cc: SUP-99-20 File

When recorded mail to:

Town of Paradise Valley
Town Attorney
6401 E. Lincoln
Paradise Valley, AZ 85253

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20080061593,01/23/2008 03:53
EASEMENT0802-6-1-1--N
ELECTRONIC RECORDING

LIMITED INGRESS AND EGRESS ACCESS EASEMENT
AND EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VALLEY PRESBYTERIAN CHURCH, an Arizona non-profit corporation, whose address is 6947 E. McDonald Drive ("Grantor") hereby grants and conveys to the TOWN OF PARADISE VALLEY, an Arizona Municipal Corporation ("Grantee"), its successors and assigns, a perpetual, non-exclusive easement ("Easement") over and through the property described on the attached Exhibit "A" hereto (the "Easement Area") and incorporated herein by reference for access to the soon to be constructed trash enclosure located on a parcel adjacent to the western edge of the Easement Area.

1. Grant. The Easement granted hereby shall be for ingress and egress to, from, upon and over the portion of the Easement Area on Grantor's property as an easement for access to a trash enclosure to the west of the Easement Area.

2. Reservation of Rights to Modify Easement Locations and Areas. Grantor may choose to modify its current parking lot configuration in the future and may need to have the Easement Area modified to reflect changes in the parking lot configuration, therefore, Grantor reserves the right to modify the locations and areas of the Easement Area at such time in the future as may be necessary and convenient for the Grantor, provided, however, Grantor shall at such time as said modifications are necessary provide an alternate area of like size and dimension as a replacement for the Easement Area such that the purposes of maintaining legal access to the trash enclosure through the Grantor's southern parking lot area is accomplished and fulfilled in the new proposed easement location.

3. No Interference. Grantor shall not interfere with the Grantee's access through the Easement Area, provided however, that Grantee acknowledges and agrees that at certain times when the Grantor is using the church and its parking lot in the normal course of church operations it may be difficult and at times impossible for a trash truck to use this easement and that such a periodic impairment is not a violation of this easement.

4. Indemnification of Grantor. To the extent permitted by law, GRANTEE agrees to indemnify GRANTOR, or any of its officers or employees, from and against any loss, expense, damage, or claim of any nature whatsoever which is caused by any activity, condition, or event arising out of the non-performance by the GRANTEE of any of its obligations under the provisions of this Agreement. GRANTOR shall in all instances be indemnified against liability, losses and damages of any nature for or on account of injuries to or death of persons or damages to or destruction of property arising out of the GRANTEE'S performance or non-performance of

this Agreement, except such injury or damages as shall have been occasioned by the sole or joint negligence of GRANTOR or any of its agents, officers or employees, and such indemnification shall include, in the event of action, court costs, expenses for litigation, and reasonable attorney's fees. GRANTEE shall handle and resolve all complaints from property owners in the Town concerning the GRANTEE's use of the easement.

5. Termination. This Easement shall be terminated at any time by an instrument executed for such purpose and signed by the parties.

6. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.

7. This Easement and the Agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

8. Governing. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

SIGNED on this 11 day of JANUARY, 2008

GRANTOR:

VALLEY PRESBYTERIAN CHURCH, an Arizona non-profit corporation

By: [Signature]

Its: SENIOR DIRECTOR, CHURCH MANAGEMENT

GRANTEE:

TOWN OF PARADISE VALLEY, an Arizona Municipal Corporation

[Signature]

By: Ed Winkler, Mayor

STATE OF ARIZONA)

COUNTY OF MARICOPA)

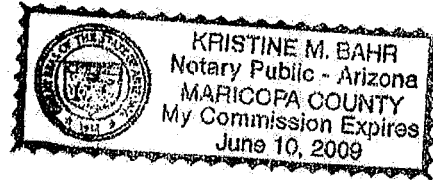
Personally appeared before me, the undersigned authority in and for the said County and State on this 11th day of January, 2008, within my jurisdiction, the within named Gary Carlson, who acknowledged that he/she is the Sr. Dir. Church Mgmt. of the Valley Presbyterian Church, an Arizona corporation, Grantor, and that for and on behalf of the said corporation,

C:\Documents and Settings\Garye\Local Settings\Temporary Internet Files\OLK127C\Valley Presbyterian Church Access Only Easement.DOC

and as its act and deed, **he/she** executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do, on the date there provided.

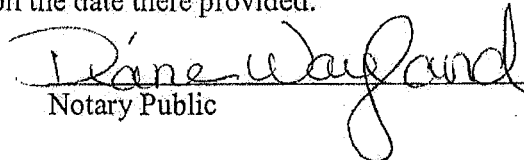
Kristine M. Bahr
Notary Public

My Commission Expires: June 10, 2009

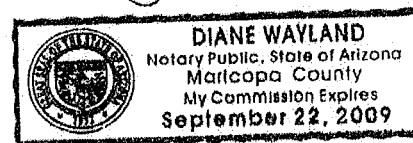


STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

Personally appeared before me, the undersigned authority in and for the said County and State on this 23rd day of January, 2008, within my jurisdiction, the within named Ed Winkler, who acknowledged that he is the Mayor of the Town of Paradise Valley, an Arizona Municipal Corporation, Grantee, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do, on the date there provided.


Notary Public

My Commission Expires:



ATTEST:


Duncan Miller, Town Clerk

APPROVED AS TO FORM:


Andrew Miller, Town Attorney

EASEMENT AREA

Exhibit "A"

A 20 foot wide Ingress/ Egress Easement 10 feet each side of a centerline described as follows;

Being that part of the East Half of the Southeast Quarter of the Northwest Quarter of Section 15, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian and being further described as follows:

Commencing at the Southeast Corner of the East Half of the Southeast Quarter of the Northwest Quarter of Section 15, Township 2 North, Range 4 East;

Thence N 01° 51' 52" E along the East line of the Southeast Quarter of the Northwest Quarter of said Section 15, a distance of 410.00 feet;

Thence S 89° 55' 28" W along a line parallel to the South line of the East Half of the Southeast Quarter of the Northwest Quarter of said Section 15, a distance of 30.00 feet to a point on a line parallel to the East line of the East Half of the Southeast Quarter of the Northwest Quarter of said Section 15, said point being the TRUE POINT OF BEGINNING;

Thence continue S 89° 55' 28" W, a distance of 45.00 feet;

Thence S 01° 51' 52" W along a line parallel to the East line of the Southeast Quarter of the Northwest Quarter of said Section 15, a distance of 240.00 feet;

Thence S 89° 55' 28" W along a line parallel to the South line of said East Half of the Southeast Quarter of the Northwest Quarter of Section 15, a distance 257.00 feet;

Thence N 01° 51' 52" E, a distance of 240.00 feet;

Thence N 89° 55' 28" E, a distance of 302.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

Exhibit "B" is on file with the Office of the Town Clerk
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253

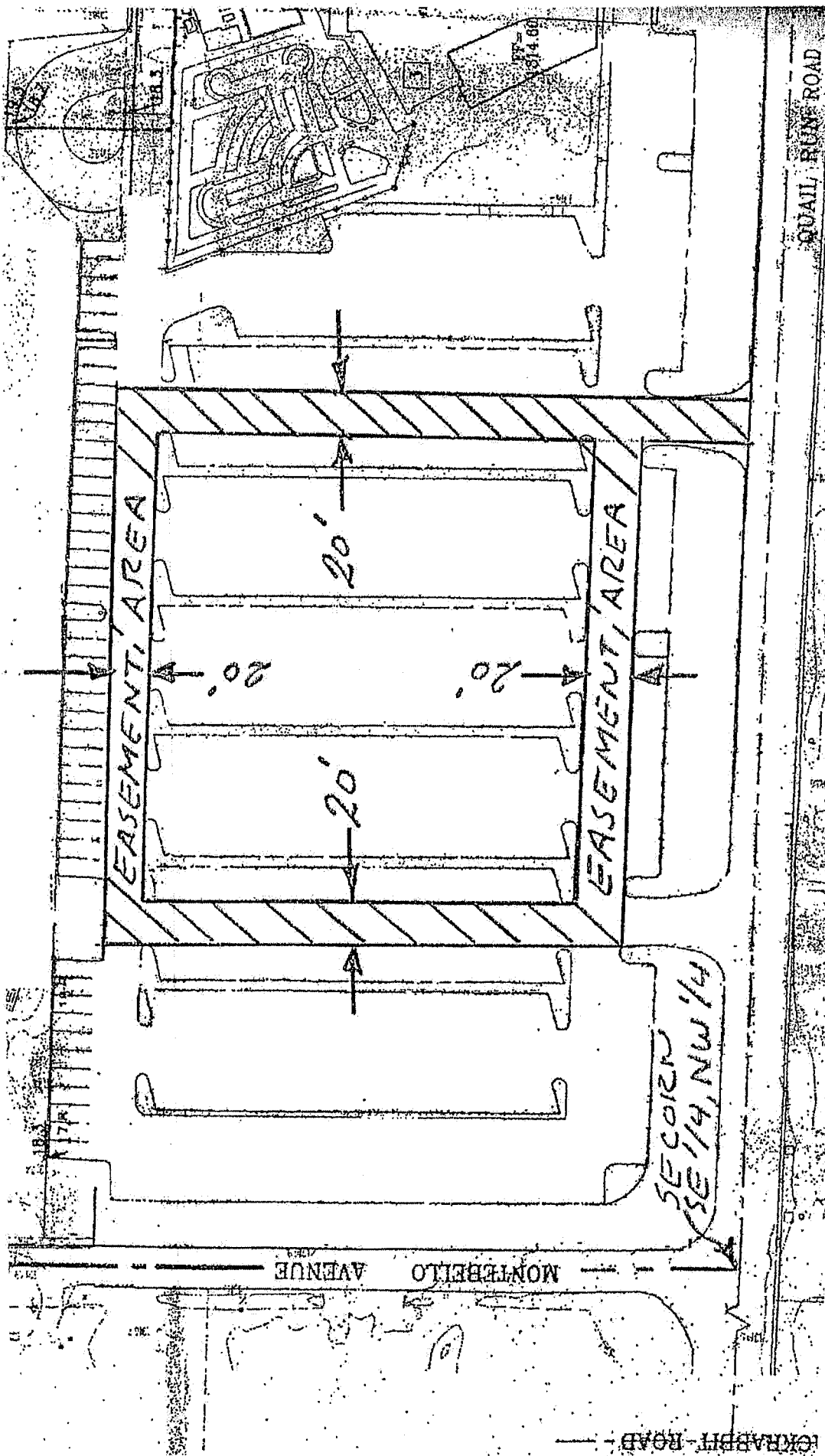


EXHIBIT "B"

When recorded, return to:
Brandon J. Kavanagh, Esq.
Gust Rosenfeld P.L.C.
201 East Washington, Suite 800
Phoenix, Arizona 85004

00
Go

2007 0145063
2/5/07

JOINT USE PARKING EASEMENT AGREEMENT

Between

**SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48
OF MARICOPA COUNTY, ARIZONA
(Kiva Elementary School)**

and

VALLEY PRESBYTERIAN CHURCH

THIS JOINT USE PARKING EASEMENT AGREEMENT (this "Agreement") is effective as of November 14, 2006; by and among Scottsdale Unified School District No. 48 of Maricopa County, Arizona, a political subdivision of the State of Arizona (the "District") and Valley Presbyterian Church, an Arizona nonprofit corporation (the "Church").

RECITALS

A. The Church owns approximately 9 acres of improved property (the "Church Property") located at the southwest corner of McDonald Drive and Quail Run Road in the Town of Paradise Valley, Maricopa County, Arizona, which is occupied and used by the Church for religious services and related activities. A legal description of the Church Property is attached hereto as Exhibit "A".

B. The District owns approximately 19.5 acres of improved property (the "District Property") located immediately to the west of the Church Property, which the District uses for a public elementary school designated Kiva Elementary School (the "School"). A legal description of the District Property is attached hereto as Exhibit "B".

C. The Church wishes to construct and use additional parking on the District Property, and the District wishes to have play and sport facilities relocated from the area to be used as additional parking to other locations on the District property in order to provide more parking on the District Property.

D. The District is willing to grant a certain non-exclusive, joint use easement for parking to the Church upon the terms and conditions set forth in this Agreement.

E. A drawing showing the location of the boundary line between the Church Property and the District Property is attached hereto as Exhibit "C".

NOW, THEREFORE, the parties hereby agree as follows:

1. **Parking Easement.**

1.1 **Grant of Joint Use Parking Easement.** The District hereby grants to the Church and the Church hereby accepts a non-exclusive easement over and across the District Property, for the area legally described on "Exhibit D" attached hereto (the "**Parking Easement**"). A drawing showing the location of the Parking Easement in cross hatch is attached hereto as Exhibit "E".

1.2 **Permitted Uses of the Parking Easement.** The Parking Easement is to be used by persons associated with the District, the Church, and members of the public solely for the purpose of parking their motor vehicles while participating in activities at or sponsored by the District or the Church.

1.3 **Waiver of City Set-Back Requirements.** As applicable, and to the fullest extent permitted by law, the Church and the District hereby waive any zoning, variance or other requirements imposed by any governmental entity relating to the location or set-back of vehicular parking from property lines.

1.4 **Construction of New Sports Facilities.** Presently, in the location of the Parking Easement, the District has the following:

- (a) play apparatus;
- (b) four (4) basketball courts;
- (c) two (2) volleyball courts; and
- (d) a "ball wall."

Unofficial Document

Items (a) through (c) shall be collectively referred to as the "**Courts**" in this Agreement. The Church shall remove the Courts from the Parking Easement (removal does not include item (d) a "ball wall") and build new courts on the areas designated on Exhibit "F". The new courts will include only the following items:

- (a) two (2) basketball courts;
- (b) three (3) volleyball courts;
- (c) a "ball wall"

Plans and specifications for the new Courts shall be approved by the District in its sole discretion; however, the District shall work with the Church to provide the Church with acceptable plans and

specifications to minimize costs and delays. The Church shall be solely responsible for the costs of the relocations of the Courts and shall procure contractor services and equipment directly and not through the District.

1.5 Shared Use. The Parking Easement is non-exclusive. The Church and the District and their employees and visitors shall share the use of the Parking Easement on a "first come" basis. Each party may place signs restricting parking in its exclusive parking areas which are not subject to the Parking Easement; however, neither party shall be liable to the other if employees or visitors park in parking areas designated for the exclusive use of the other party.

1.6 Scheduling. The parties anticipate that the Parking Easement will be used most heavily by the District during week day school hours, and by the Church during evenings and on weekends. The District agrees that it will not schedule events at the School or on the School's playing fields for Christmas day or Easter Sunday. To otherwise facilitate shared use, the Church and the District agree to provide each other with as much advance notice as is reasonably possible for major events scheduled at their respective properties. The District acknowledges, however, that the Church has only minimal advance notice of memorial services held at the Church Property. The Church and the District each acknowledge that the other's calendar of events is subject to change, and neither party promises that unplanned or extemporaneous events will not cause temporarily conflicts in demands for parking on the Parking Easement.

2. Construction.

2.1 Improvements To Be Constructed by the Church. Subject to the terms of this Agreement, the Church shall be responsible at its sole expense for constructing and installing all of the improvements described in this Section 2.1 (collectively the "**Improvements**"). All of the Improvements on the District Property shall, upon completion of construction, be immediately owned by the District free and clear.

A. Parking Areas. The Church shall construct and install paved parking on the Parking Easement substantially as depicted on Exhibit "E".

Unofficial Document

B. Fences. The Church shall remove the existing chain link fence along the East boundary between the District Property and the Church Property and install chain link fencing 8 feet tall which extends around the North, West and South boundaries of the parking area and ties into the existing school fencing on the East and Southwest sides. All fencing shall be per plans designated as Exhibit "G". The Church, in its discretion and at its sole cost, may remove and reinstall the existing fence posts and chain link fabric to the extent they are in good condition and meet specifications.

C. Gates. The Church shall install two new lockable pedestrian gates in the fencing described in Paragraph 2.1.B above, in locations to be mutually agreed upon by the District and the Church per plans designated in Exhibit "G".

D. Landscaping. The Church shall install any plants, trees and ground-cover to be installed in or on the Parking Easement. All such landscaping shall be low maintenance, low water use, desert landscaping.

E. Utilities. The Church shall install electricity to the Parking Easement as part of the installation of lighting as shown on Exhibit "E".

2.2 Timing. The Church must construct the Improvements in two phases, consisting of relocation of the Courts, as described in Section 1.4 ("Phase I"), and all Improvements ("Phase II"). The Church must complete Phase I and have such work accepted by the District before the Church may begin work on Phase II.

2.3 Temporary Construction Easement. The District hereby grants to the Church temporary easements for the purpose of removal and relocation of the Courts and constructing the Improvements on and across the Parking Easement, and for a width of 20 feet around the Parking Easement area and for a width of 20 feet around the areas marked for relocation of the Courts (the "Construction Easements"). With respect to each Phase of construction as described in Section 2.2 above, the Construction Easement shall commence upon notice to the District and when construction begins, and shall continue until construction of that Phase is completed, but in no event shall the Construction Easement continue beyond November 30, 2006. *90 days after start of construction*

2.4 Approval by the District. All Improvements, modifications, repairs and maintenance shall be constructed, placed and made in a first-class manner, in accordance with plans, specifications and schedules reviewed and approved in advance and in writing by the District, and shall be coordinated with the District and conducted so as not to create an unsafe or dangerous condition, or unduly interfere with the conduct of any activities at the School. The District's approval of plans, specifications and schedules shall not be unreasonably delayed or withheld.

2.5 Liens. Any worker, material or mechanic's lien filed against the District or the District Property, for work claimed to have been done for, or materials claimed to have been furnished to the Church, shall be discharged by the Church, by bond or otherwise, within twenty (20) days after the filing thereof, at their sole cost and expense.

2.6 Personal Property. The District shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the Parking Easement or the Construction Easements. The District shall assume no responsibility for losses suffered by the Church or its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property.

2.7 Licenses and Permits. The Church shall be responsible for obtaining all certificates, licenses, permits and other consents and approvals that may be required by any federal, state or local authorities for the relocation of the Courts and construction and installation of the Improvements, its use of the Parking Easement and the conduct of its business. The District shall reasonably cooperate with the Church, but at no expense to the District, in the Church's efforts to obtain such documents and approvals.

3. **Survey and Engineering.** The Church shall provide an ALTA survey of the Parking Easement and all necessary civil engineering and plans for the Improvements at the Church's sole cost. Such work shall be procured directly by the Church and not by the District. always

4. **Maintenance and Repairs.** All of the Improvements shall be repaired, maintained and replaced as necessary so as to be safe, clean, in good repair and have a neat appearance. The District and the Church shall each be separately responsible for the repair and maintenance of certain of the Improvements, each at their own respective cost, as follows:

4.1 **Paving.** The Church shall be responsible for maintenance, repair and any replacement of the paving for the Parking Easement.

4.2 **Fencing and Gates.** The District shall be responsible for maintenance, repair and any replacement of all fencing and fence gates located on the District Property, including without limitation the gates and relocated fencing as described in Paragraphs 2.1.B.

5. **Utilities and Taxes.** All utilities utilized by the Church in connection with the Parking Easement shall be connected to the Church's utility sources and meters. The Church shall be directly responsible for, and shall pay when due, all charges for such utilities.

6. **Term and Automatic Renewal.** The initial term of this Agreement shall be for fifteen (15) years from the effective date specified in the first paragraph of this Agreement, subject to earlier termination as provided in Section 10 (the "Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew for an additional ten (10) year term, subject to termination as provided in Section 10 (the "Initial Renewal Term"). Thereafter, this Agreement shall automatically renew for successive five (5) year terms, subject to termination as provided in Section 10.

7. **Indemnification.** Subject to the provisions of Section 8.3 below, and to the extent permitted by law, the District and the Church (the "Indemnifying Party") each hereby waive claims for, and agree to indemnify, defend and save the other, and the other's trustees, agents, officers and employees (the "Indemnified Party"), has been a party to from and against, any and all liability, loss, damage, cost or expense, including without limitation, defense costs and attorneys' fees, and claims for damages of any nature whatsoever, including without limitation, causes of action, suits, demands or judgments in connection with bodily injury, death, personal injury, property damage or contractual liability arising from or due to (a) any breach or default on the part of the Indemnifying Party in the performance of any covenant or agreement hereunder; (b) any accident, injury to or death of any person, or damage to or loss of property, or any other thing occurring in, on or about the Parking Easement, the Construction Easements, or upon adjoining sidewalks, streets or ways, growing out of, resulting from or arising out of the construction of the Improvements or the use of the Parking Easement or the Construction Easements by the Indemnifying Party or its agents or employees; (c) any act or omission of the Indemnifying Party or its officers, directors, partners, employees, agents, contractors, invitees or any person for whose conduct the Indemnifying Party is legally responsible directly or indirectly; and (d) any violation by the Indemnifying Party of any laws affecting the Parking Easement or the Construction Easements, or any part thereof, or the ownership, occupancy or use thereof; provided, however, the Indemnifying Party shall not be liable to the

Indemnified Party for such claims or damages as may be due to or caused by the negligence, gross negligence or willful misconduct of the Indemnified Party, or its officers, employees or agents. The provisions of this Section 7 shall survive the expiration or termination of this Agreement, but only for those claims arising out of activities or incidents which occurred while this Agreement was in effect. Each party shall immediately report to the other any possible injury, loss or damage, which may be covered by indemnification or the other party's insurance.

8. Insurance.

8.1 Liability Insurance. The Church shall provide and maintain in full force while this Agreement is in effect, comprehensive general public liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and excess liability (or "umbrella") insurance of at least Five Million Dollars (\$5,000,000), in each case with an annual deductible of not to exceed Ten Thousand Dollars (\$10,000), written by an insurance company satisfactory to the District and licensed to do business in Arizona. All insurance shall specifically identify this Agreement; shall contain express conditions that the District is to be given thirty (30) days' advance written notice of any cancellation, material adverse modification or termination of coverage; shall provide that such insurance shall not be reduced or eliminated because of any acts of the Church or its officers, directors, partners, agents or employees; shall list the District as an additional insured with loss to be adjusted and paid to the District and the Church as their interests may appear; and shall provide that such coverage shall be primary and not contributing with respect to any insurance maintained by the District except in the case of the District's gross negligence or willful misconduct. Any rights of the District under such insurance shall not limit, in any manner whatsoever, any rights the District may have against the Church under this Agreement. The Church shall provide the District with Certificates of Insurance, within thirty (30) days after the effective date first specified above and prior to the start of construction of the Improvements. If the Church fails to maintain any required insurance, the District may purchase it on the Church's behalf, and the Church shall upon demand immediately reimburse the District for the cost thereof. All deductibles and premiums associated with such insurance shall be paid by the Church.

8.2 Personal Property Insurance. The District assumes no responsibility for the equipment and other personal property of the Church. Unofficial Document The Church shall have the responsibility of maintaining personal property damage insurance for all its personal property located on the Parking Easement and the Construction Easements.

8.3 Release of Claims. The District and the Church hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the Parking Easement or the Construction Easements, or covered by insurance in connection with personal property on, or activities conducted on, those Easements, regardless of the cause of the damage or loss; provided, however, that such release and discharge applies only to the extent that the injured party is compensated for its losses, claims and damages from the proceeds of such insurance.

9. Transfer.

9.1 Transfer with Fee Title. This Agreement and the easements granted hereunder shall continue in full force and effect notwithstanding any transfer or assignment of all or substantially all of fee title rights in the District Property or in the Church Property. Upon such a transfer, the transferee shall automatically assume and have all of the rights and obligations of the transferor hereunder, and the transferor shall thereafter have no further rights or obligations hereunder except for obligations under Sections 7 and 8 of this Agreement with respect to activities or incidents which occurred prior to the transfer.

9.2 Other Transfers Prohibited. Except as provided in Section 9.1 hereof, neither this Agreement nor any rights hereunder can be transferred, assigned or subleased.

10. Termination.

10.1 Termination at end of Initial Term. The District or the Church may terminate this Agreement upon expiration of the Initial Term or the Initial Renewal Term or upon the expiration of any successive renewal terms by providing the other party with written notice of termination at least six (6) months prior to the expiration of the current term.

10.2 Breach. The District may terminate this Agreement upon any material breach hereof by the Church which remains uncured for thirty (30) days after the District has notified the Church of such default, unless cure of such breach shall be commenced and diligently pursued by the Church within the thirty (30) day period and continued diligently until such cure is completed, but in no event to exceed a total cure period of ninety (90) days from the notice of default.

10.3 Voluntary Termination by the Church. The Church shall have the right to terminate this Agreement at any time without cause, upon written notice to the District. This right shall only become available after the completion of construction of the Improvements and the relocation of the Courts.

10.4 Conflict of Interest. Unofficial Document The Church acknowledges that the District has the statutory right for three (3) years to cancel this Agreement if, while this Agreement or any renewal is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of the District is (a) an employee or agent of the Church in any capacity, or (b) a consultant to the Church or with respect to the subject matter of this Agreement, all as provided in A.R.S. § 38-511.

10.5 Termination by District Alone. Due to the need for the District to have flexibility for potential remodeling and reorganization of the Kiva school site during the term of the Parking Easement, the District shall have a right to terminate this Agreement at any time during the initial or renewal term upon thirty (30) days' notice to the Church and subject to the terms of Section 10.7 below.

10.6 Continuing Obligations. Upon the termination of this Agreement, for default or otherwise, the parties shall have no further rights or obligations hereunder except that the

obligations and rights of the parties regarding indemnification for the period this Agreement was in effect shall survive.

10.7 Reimbursement of Construction Costs. The complete reasonable costs for relocation of the Courts and for construction of the Improvements shall be provided to the District in a certificate form signed by the President of the Church, which certificate shall include a warranty that the costs are true and correct (the "**Certificate**"). Such costs shall not include attorney's fees but shall include engineering and survey fees. Such costs shall then be equally divided over the complete possible twenty-five (25) year term of the Initial Term based upon fiscal years as used by the District. If the Parking Easement is terminated by the District under the provisions of Sections 10.1 or 10.5, during the Initial Term or Initial Renewal Term it shall reimburse the Church a proportionate amount of the total Certificate costs based upon the number of years remaining in the Initial Term and Initial Renewal Term. As an illustrative example, if the District terminates the Parking Easement in Year 16 of the term of this Agreement, then the District would be required to reimburse the Church 9/25ths of the Certificate costs.

11. Notices. Any notice required or permitted under the terms of this Agreement or otherwise shall be in writing and deemed sufficiently given or served three (3) days after being deposited for mailing by United States certified mail, return receipt requested, postage prepaid, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

THE CHURCH: Valley Presbyterian Church
6947 East McDonald Drive
Paradise Valley, Arizona 85253
Attn: President

THE DISTRICT: Scottsdale Unified School District
No. 48 of Maricopa County, Arizona
3811 North 44th Street
P.O. Box 15428
Phoenix, Arizona 85018
Attn: Associate Superintendent
for Business Services

12. Attorneys' Fees. In the event that either party hereto shall institute suit to enforce any rights hereunder, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees, which award of attorneys' fees shall be made by the court and not by the jury or trier of fact. Upon appeal, the prevailing party shall be entitled to recovery of its court costs and reasonable attorneys' fees incurred as a result of such appeal.

13. Covenants of the District. The District hereby represents and covenants to the Church that the District: (a) is seized of good and sufficient title and interest in the District Property, (b) has full power and authority to enter into, execute and perform this Agreement, and (c) the execution, delivery and performance of this Agreement has been duly authorized by the District.

14. **Covenants of the Church.**

14.1 Authorization. The Church hereby represents and covenants to the District that the Church: (a) is in full compliance with its organizational documents, (b) is in good standing under Arizona law, (c) has full power and authority to enter into, execute and perform this Agreement, and (d) the execution, delivery and performance of this Agreement has been duly authorized by the Church.

14.2 Compliance with Law. The Church will conduct its activities as contemplated by this Agreement in full compliance with all applicable laws, regulations and ordinances, and shall permit all requested inspections by appropriate governmental authorities. The Church and its employees and agents shall at all times have all insurance, licenses and permits legally required for its activities as contemplated by this Agreement.

15. Governing Law. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by Arizona law. Any litigation relating to this Agreement shall be conducted in Maricopa County, Arizona.

16. **Interpretation.**

16.1 Approval. Any approvals from the District required or permitted under the terms of this Agreement must be in writing and signed on behalf of the District by its Associate Superintendent for Business Services.

16.2 Relationship of Parties. The relationship of the parties hereto is solely that of grantors/grantees of interests in real estate, and it is expressly understood and agreed that the District does not in any way nor for any purpose become a partner of the Church or a joint venturer with the Church in the conduct of the Church's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between any of the parties hereto.

16.3 Entire Agreement. ^{This Agreement, including the recitals, and the Exhibits attached hereto, each of which is hereby expressly incorporated herein by this reference, contain all of the agreements, promises and understandings between the parties with respect to the subjects hereof, and supersedes all prior negotiations and agreements.}

16.4 Amendment. This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute the waiver of any other or subsequent breach.

16.5 Headings. Paragraph headings are for convenience and shall not affect interpretation.

16.6 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.

16.7 Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Joint Use Parking Easement Agreement as of the date specified above.

THE DISTRICT:
 Scottsdale Unified School District No. 48
 of Maricopa County, Arizona, a political
 subdivision of the State of Arizona

THE CHURCH:
 Valley Presbyterian Church, an Arizona
 nonprofit corporation

By: Molly Holzer
 Its: Clerk

By: Neil W. McIntyre
 Its: PRESIDENT

STATE OF ARIZONA)
) ss.
 County of Maricopa)

The foregoing instrument was acknowledged before me this 12 day of December, 2006, by MOLLY HOLZER, who acknowledged himself/herself to be the CLERK OF THE GOVERNING BOARD of Scottsdale Unified School District No. 48 of Maricopa County, Arizona, a political subdivision of the State of Arizona.



My Commission Expires 10/22/2008 Unofficial Document

Sondra Como
 Notary Public

STATE OF ARIZONA)
) ss.
 County of Maricopa)

The foregoing instrument was acknowledged before me this 27 day of September, 2006, by Douglas MacIntyre, who acknowledged himself/herself to be the President of Valley Presbyterian Church, an Arizona nonprofit corporation.

My Commission Expires 4-2-08

Drea Unrein
 Notary Public



Drea Unrein

04/02/2008

EXHIBIT "A"
LEGAL DESCRIPTION OF CHURCH PROPERTY
(Valley Presbyterian Church)

The East half of the Southeast quarter of the Northwest quarter of the Northeast quarter and the East half of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section Fifteen (15), Township Two (2) North, Range Four (4) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 30 feet thereof.

Unofficial Document

EXHIBIT "B"
LEGAL DESCRIPTION OF DISTRICT PROPERTY
(Kiva Elementary School)

The East half of the Northwest quarter of the Northwest quarter of the Northeast quarter; the West half of the Northeast quarter of the Northwest quarter of the Northeast quarter; the East half of the Southwest quarter of the Northwest quarter of the Northeast quarter; the West half of the Southeast quarter of the Northwest quarter of the Northeast quarter all in Section 15, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Together with an easement for ingress and egress over the East 30 feet of the West half of the Northwest quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

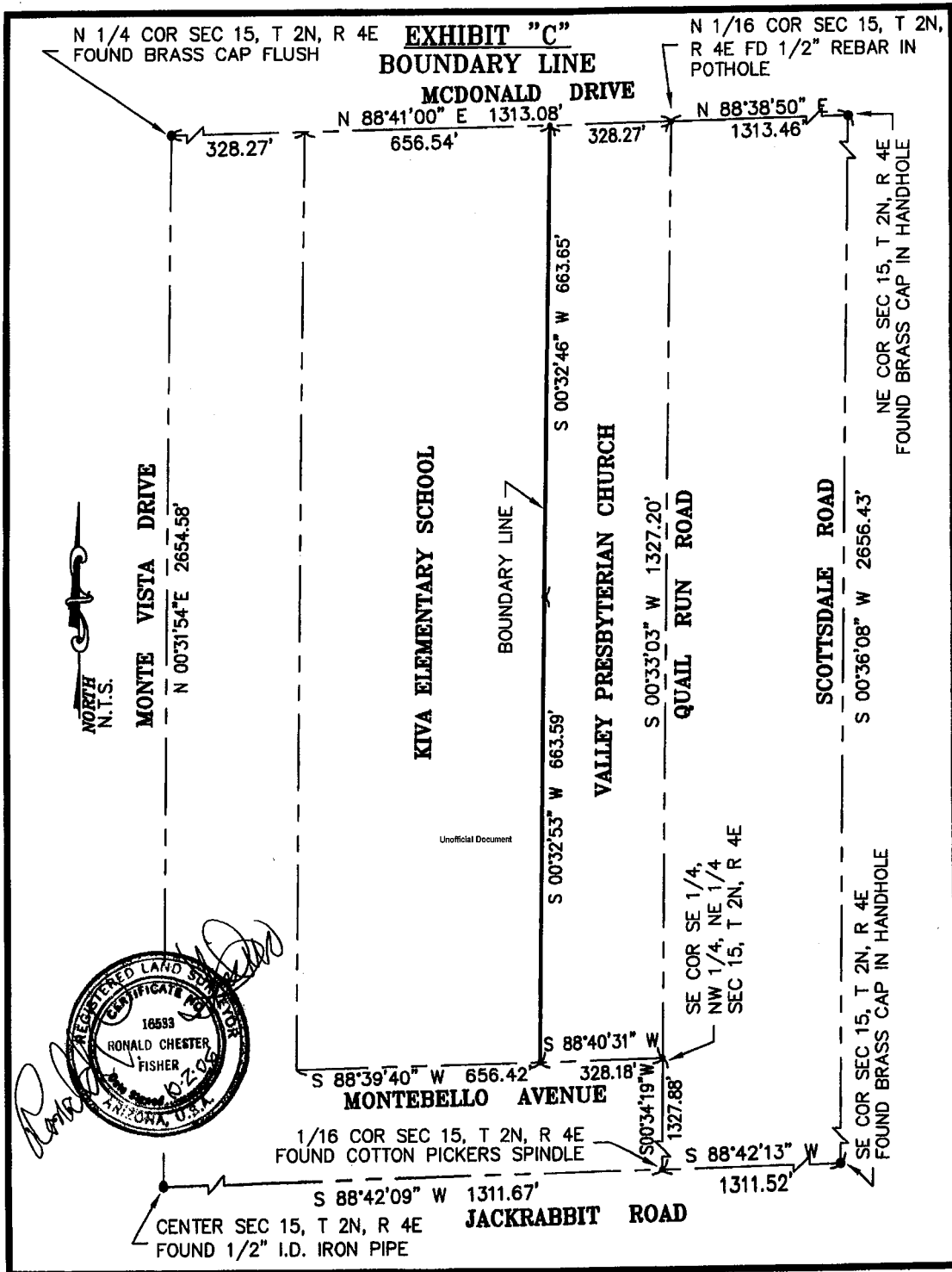


EXHIBIT "D"
LEGAL DESCRIPTION OF PARKING EASEMENT

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE, S88°38'50"W, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1313.46 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 15;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 15, S88°41'00"W, A DISTANCE OF 328.27 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE S00°32'46"W, ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 446.98 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°32'46"W, ALONG SAID EAST LINE, A DISTANCE OF 216.67 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE S00°32'53"W, ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 163.12 FEET;

THENCE LEAVING SAID EAST LINE N89°27'07"W, ALONG A LINE PERPENDICULAR TO SAID LAST MENTIONED EAST LINE, A DISTANCE OF 68.19 FEET TO A LINE PARALLEL WITH AND 68.19 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE N00°32'53"E, ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF THENCE 113.31 FEET;

Unofficial Document

THENCE LEAVING SAID PARALLEL LINE WEST, A DISTANCE OF 56.00 FEET TO A LINE PARALLEL WITH AND 124.19 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST OF SAID SECTION 15;

THENCE N00°32'46"E, ALONG SAID LAST MENTIONED PARALLEL LINE, A DISTANCE OF 263.86 FEET;

THENCE LEAVING SAID PARALLEL LINE N89°05'55"E, A DISTANCE OF 124.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.93 ACRES MORE OR LESS.

(1)

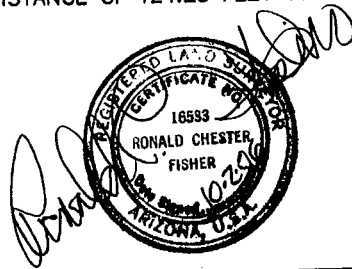
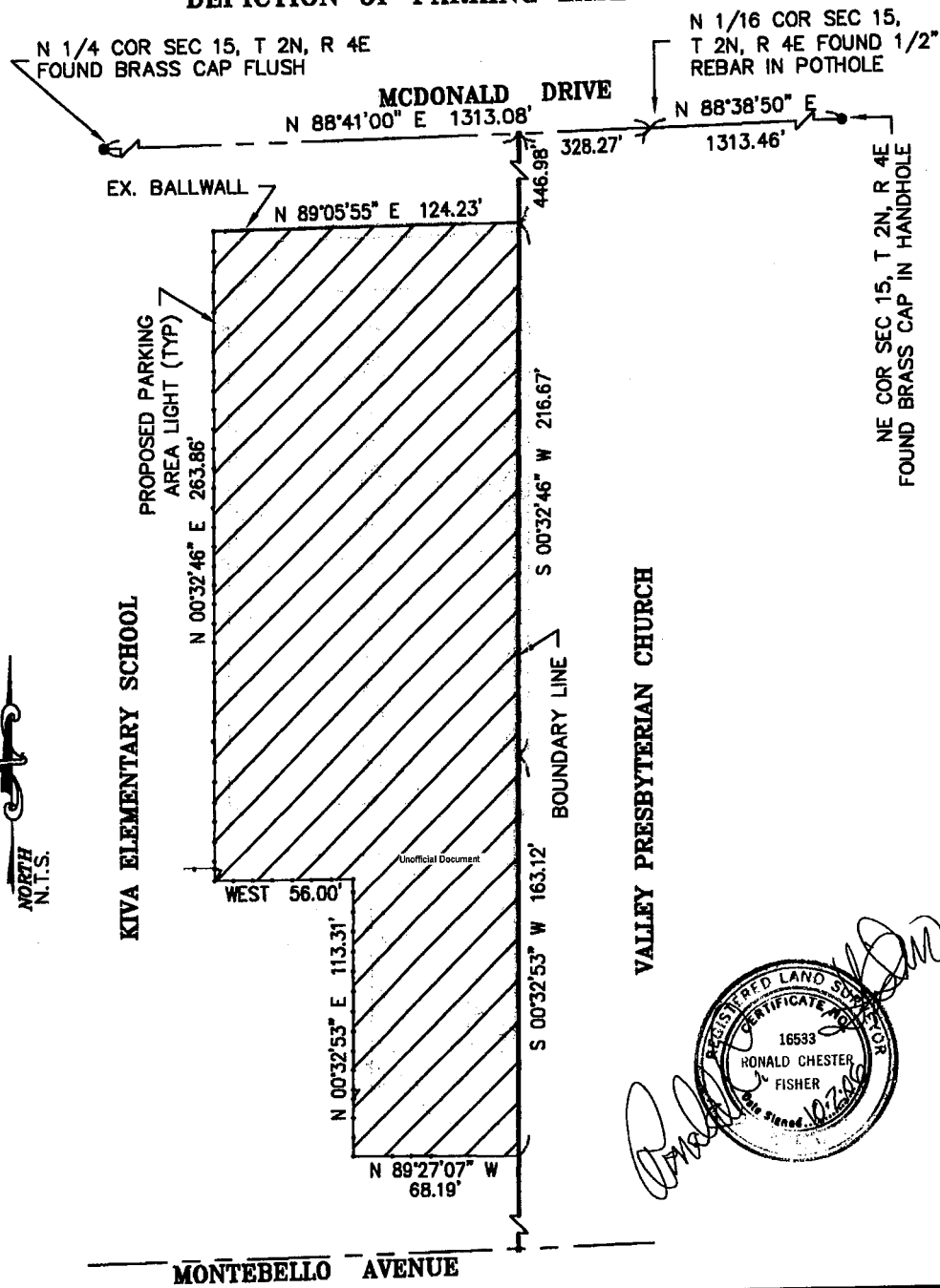


EXHIBIT "E" **DEPICTION OF PARKING EASEMENT**



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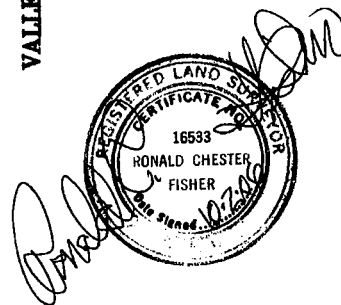


EXHIBIT "F"
RELOCATION OF COURTS

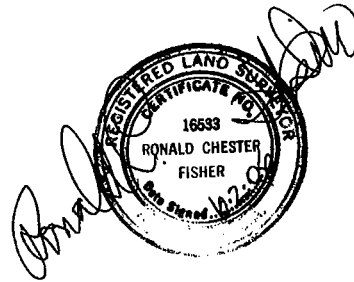
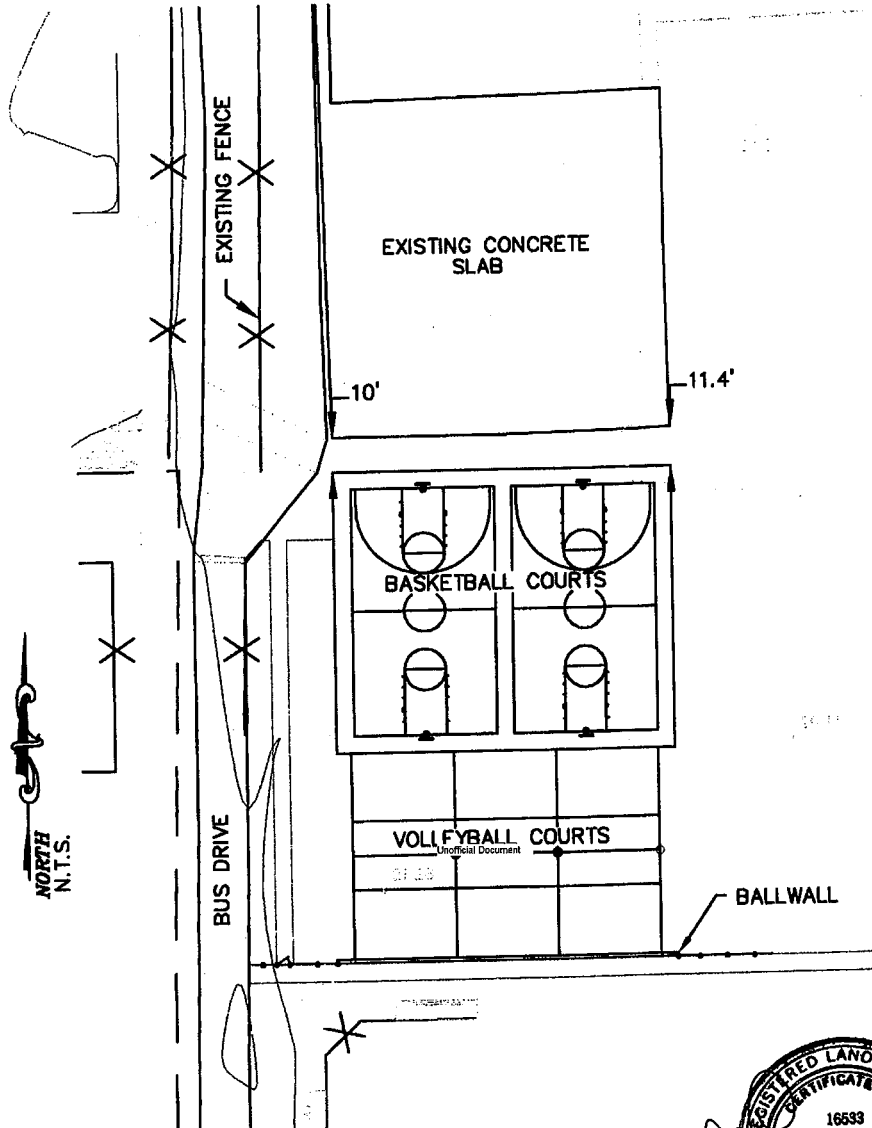


EXHIBIT "G" **FENCING RELOCATION**

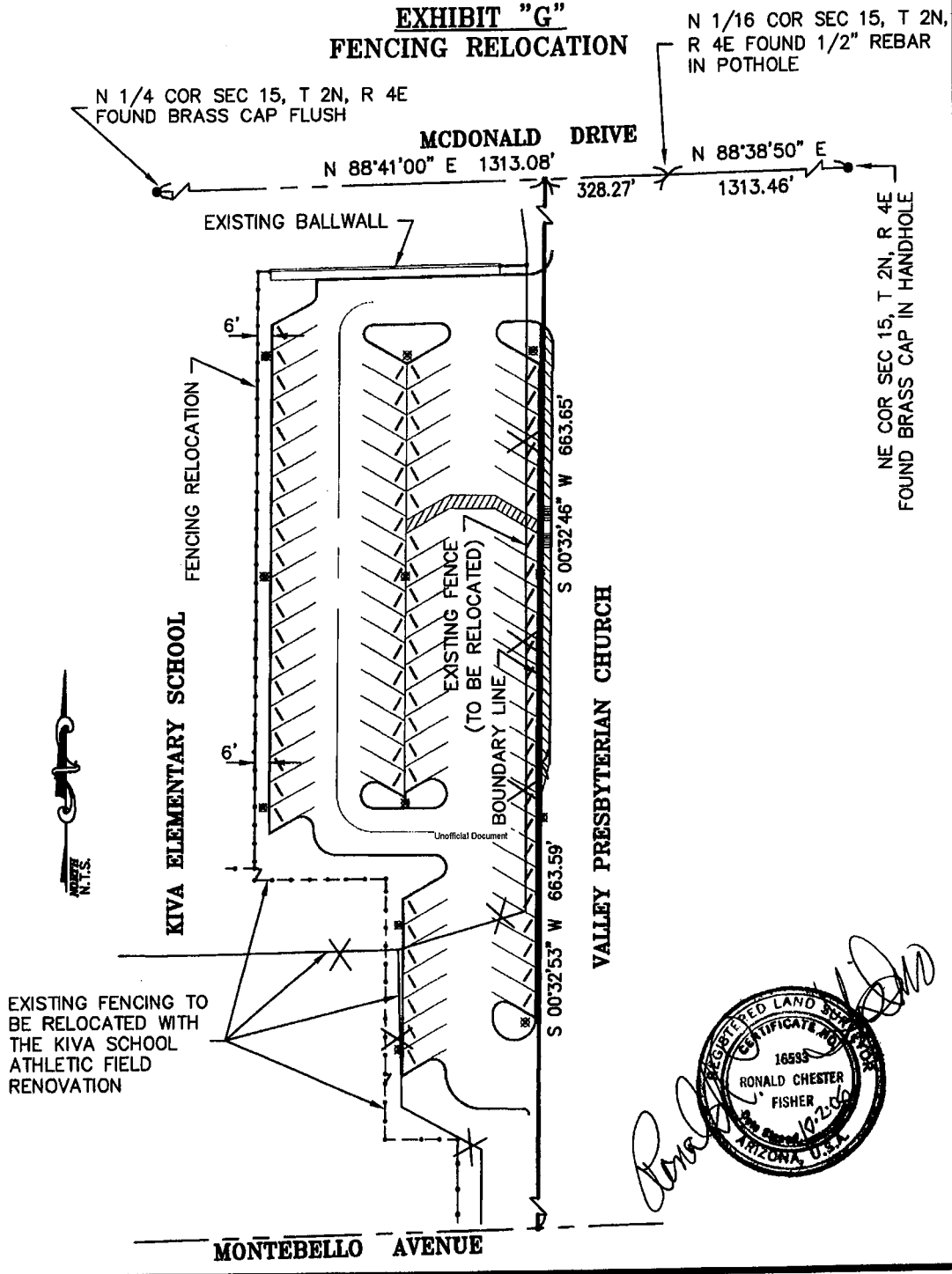
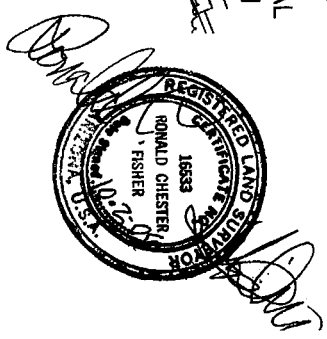
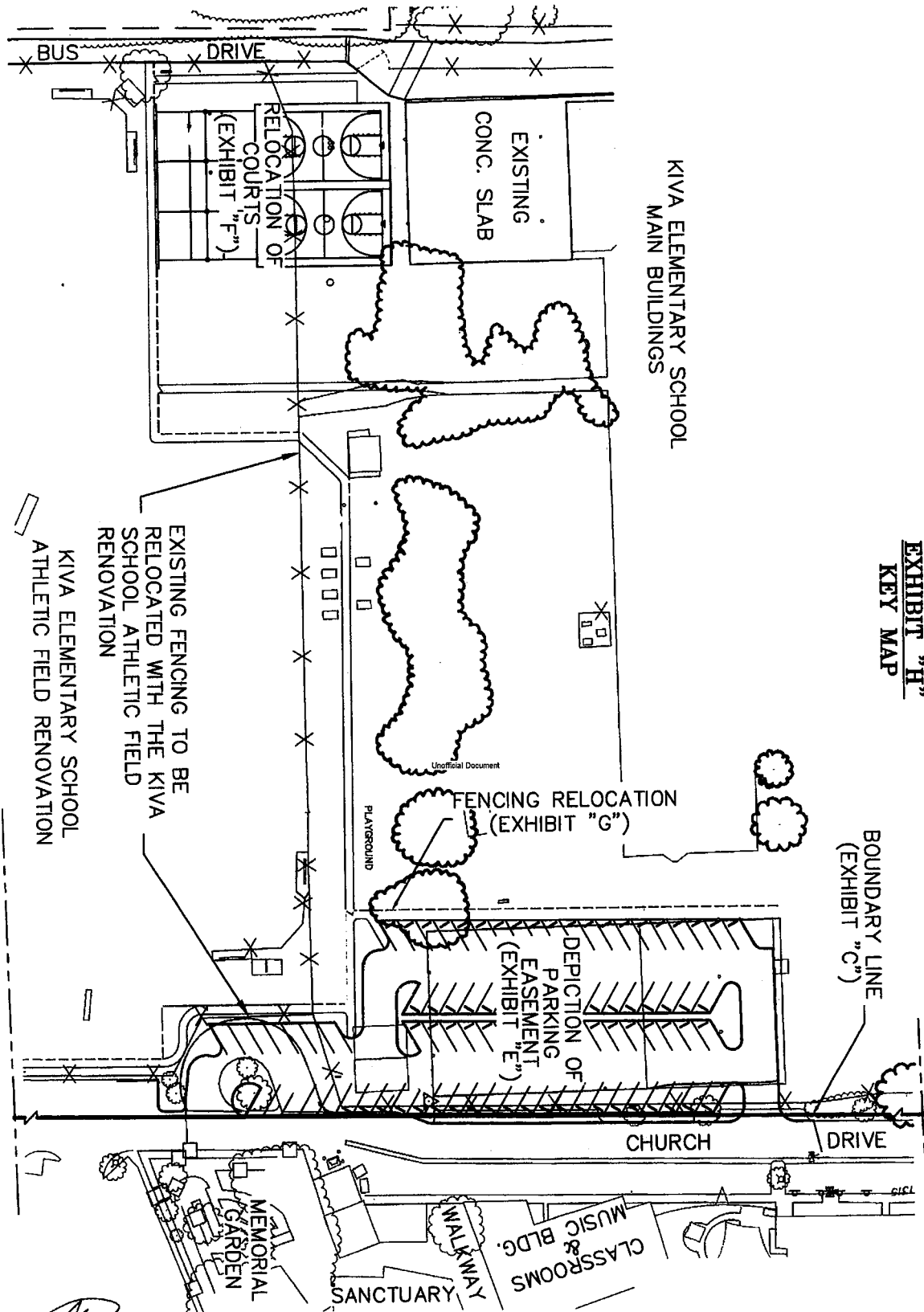


EXHIBIT "H"
KEY MAP



**TOWN COUNCIL SPECIAL MEETING- MINUTES
DECEMBER 9, 1999**

Residents for Paradise Valley for remarks made at the December 2, 1999 meeting.

Councilmember Winkler reported on the National League of Cities conference in California.

CONSENT AGENDA

There were no Consent Agenda items.

ACTION ITEMS

There were no Action Items.

PUBLIC HEARINGS

Approval of Amendment to the Valley Presbyterian Church Special Use Permit

Mr. Pascoe stated that this is a request for an amendment of a special use permit for Valley Presbyterian Church. He summarized the stipulations, which reflect the concerns expressed at the Council Worksession.

Mr. Paul Gilbert represented the Valley Presbyterian Church. Mr. Gilbert stated that they have met with the Planning Commission and Town Council, as well as with the neighbors, and the feedback received in the meetings has resulted in a better project.

Brian Cassidy, CCBG Architects, Inc., reviewed the site plan and design concept. He pointed out the current areas of non-conformance. He discussed the phasing of the project.

Larry Eaken, Pastor of Valley Presbyterian Church, addressed the issue of intensity of use and the parking.

Tom Erickson, Pastor of Valley Presbyterian Church, 7816 E. Montebello Ave. Scottsdale, addressed Council on the reasons for the renovation and expansion.

Barbara Lees, 5315 E. Solano Drive, Robert McCall 4816 Moonlight Way, Bob Sandblom, 6224 Camelback Manor Drive, Jeff McKeever, Norm McClelland 3111 E. Marlette Ave, Tom Van Arsdale, 7510 N. Eucalyptus, all members of the Valley Presbyterian Church, addressed the Council on the need for the enhancement of the church campus.

Recessed 8:00 p.m. to 8:15 p.m.

Rick Coffman, Planning Commissioner, reviewed the work and recommendation of the Planning Commission.

**TOWN COUNCIL SPECIAL MEETING- MINUTES
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Steven McConnell, 6700 E. Solano Drive, spoke in favor of the proposal.

Lori Williamson, 7027 E. San Miguel Ave., had questions on the parking lot and the volume of the buildings and the impact on the neighborhood.

Ed Fleming 5620 N. 69th Place, expressed concern over the traffic issues of the neighborhoods, and stipulation 15 providing \$30,000 for traffic calming along Quail Run Road. He felt that should be distributed for the neighborhood in general, not just on Quail Run Road.

Larry Westhouse, 5817 N. Quail Run Road, lives directly opposite the church and opposed the proposal.

Robert Rasmussen 6102 N. Quail Run Road, had a question on the alignment of the curbs for Quail Run Road on either side of McDonald Drive, and also on the lighting.

Dwayne Russ, 5525 N. Quail Run Road, felt the fundamental traffic issue should be addressed before the amendment to the special use permit is approved.

Mark Meltzer, 5540 N. Quail Run Road, expressed concern about the traffic and the \$30,000 cap for traffic calming and the need for sidewalks.

Lacy Johnson, 6920 E. McDonald, lives across from the parking lot between Kiva and the Church, and wanted the lot closed at 10 p.m., not midnight. He opposed the project.

Scottsdale Driml, 7019 E. McDonald, opposed the project.

Christine Larkin 6739 E. Valley Vista Lane, opposed the project and expressed concern over traffic.

Mark Dewane, 7028 E. Palo Verde Lane, addressed stipulation 9 and expressed concern that the traffic issues be addressed.

Tovey White, Huitt-Zollars, addressed the issue of whether the proposal will reduce or increase traffic on Quail Run.

Councilmember Williams moved to approve the amendment to the Valley Presbyterian Church Special Use Permit to remodel and expand its existing facilities subject to the following stipulations.

1. That all development, construction and usage of the church property shall comply with the following documents, except in the function of any conflict between the exhibits and subsequent stipulations, the terms of the stipulations shall prevail.
 - **Exhibit A (Sheet C1.0)** = Conceptual Grading and Drainage Plan, prepared by

TOWN COUNCIL SPECIAL MEETING- MINUTES
DECEMBER 9, 1999

- D.N.A. Inc., dated September 2, 1999.
- **Exhibit B (Sheets L01, L02 and L03)** = Landscape Plan, prepared by Greey Pickett Landscape Architecture and Community Design, dated December 1, 1999.
 - **Exhibit C (Sheet DR0.0)** = Site Demo Plan, prepared by CCBG Architects, Inc., dated August 27, 1999.
 - **Exhibit D (Sheet DR0.1)** = Phasing Plans, prepared by CCBG Architects, Inc., dated August 27, 1999.
 - **Exhibit E (Sheet DR1.0)** = Master Site Plan, prepared by CCBG Architects, Inc., dated July 30, 1999.
 - **Exhibit F (Sheet DR1.1)** = Enlarged Shared-Use Lot Plan, prepared by CCBG Architects, Inc., dated July 30, 1999.
 - **Exhibit G (Sheet DR1.2)** = Parking Area Analysis, prepared by CCBG Architects, Inc., dated July 30, 1999.
 - **Exhibit H (Sheet DR2.0)** = Site Lighting Analysis, prepared by CCBG Architects, Inc., dated August 27, 1999.
 - **Exhibit I (Sheet DR2.1)** = Lighting Cut Sheets, prepared by CCBG Architects, Inc., dated August 27, 1999.
 - **Exhibit J (Sheet DR3.0)** = Site Details, prepared by CCBG Architects, Inc., dated August 27, 1999.
 - **Exhibit K (Sheet DR3.1)** = Building Elevations, prepared by CCBG Architects, Inc., dated June 30, 1999.
 - **Exhibit L (Sheet DR4.1)** = Existing and Proposed Use Tables, prepared by CCBG Architects, Inc., dated August 27, 1999.
 - **Exhibit M (Sheet DR4.2)** = Conceptual Floor Plans/Use Description, prepared by CCBG Architects, Inc., dated August 27, 1999.
 - **Exhibit N (Sheet DR5.0)** = Conceptual Rendering, prepared by CCBG Architects, Inc., dated August 27, 1999.
2. The church property may be used for the operation of a church and all related uses, and no changes, expansions, additions, or improvements thereon shall be allowed without an express written amendment to this Special use Permit.
 3. A preschool with a maximum enrollment of one hundred-thirty (130) may be operated on the site as depicted on Exhibit E (Sheet DR1.0).
 4. Construction for the remodel and expansion of the church facilities shall be in accordance with Phases (One) 1 through (Four) 4 as stated in Exhibit D (Sheet DR0.1).
- **Special Use Permit Administration:**
5. Upon approval of the Town Council, the applicant shall provide staff with mylars of Exhibits A through N for permanent storage.
 6. The church shall hire an off-duty police officer to direct traffic at the intersection of Quail Run Road and McDonald Drive during each Sunday worship service and at other times when attendance is expected to exceed 750 persons. Each Sunday worship service shall be considered a separate event. Uniformed Arizona certified peace officers must be employed where it will be necessary to stop or otherwise control

**TOWN COUNCIL SPECIAL MEETING- MINUTES
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vehicular traffic on the public streets. Officers may be employed from any Arizona law enforcement agency, but if they are not Paradise Valley police department officers, they must check in with the police department immediately prior to the start of the event/service, and after it is over, either in person or at the police station or by telephone (480) 948-7410. the benefit of and need for off-duty police for traffic control shall be monitored. Particular attention shall be paid to Sunday activity during summer months. The use of off-duty police directing traffic may be altered based on the benefit as approved by the town.

7. Gate One (1), located south of the proposed turnaround on the north side of the property, shall be automatically operated and open from 5:00 p.m. to 11:00 p.m. weekdays and from 6:00 a.m. to 11:00 p.m. on Saturday and Sunday. Gates Two (2), Three (3) and Four (4), located in the existing driveways off Quail Run Road, shall be open from 6:00 a.m. to 11:00 p.m. and shall be closed all other hours as indicated on exhibit E (sheet DR1.0). Ballfield activities shall be considered special events as indicated on sheet RR 1.2.
8. The church shall participate in a Town special use permit monitoring program, to include site inspections and furnishing the Town with school enrollment statistics. The church shall also keep records of those other events addressed by these stipulations for purposes of verifying compliance, and shall furnish such records to the town upon request.

• **Parking**

9. For functions where on-street parking is expected, the function coordinator shall notify the Paradise Valley Police Department at least thirty (30) days prior to the function and coordinate with the police for parking management and shall provide a written plan for traffic control, parking, litter control and security at least seven (7) days before the function. Uniformed Arizona certified peace officers must be employed where it will be necessary to stop or otherwise control vehicular traffic on the public streets. Officers may be employed from any Arizona law enforcement agency, but if they are not Paradise Valley police department officers, they must check in with the police department immediately prior to the start of the event/service, and after it is over, either in person at the police station or by telephone (480) 948-7410. This stipulation shall become effective upon completion of phase 1 improvements.
10. No parking on Kiva School property shall count to satisfy Valley Presbyterian Church required parking.
11. The joint use parking easement agreement between Valley Presbyterian Church and Kiva School shall be in effect at the time of Phase One (1) construction.
12. Parking shall be divided into Three (3) zones; Zone A (core church parking), Zone B (south lot parking), and Zone C (Kiva/shared-use parking lot), and shall be operated as described in Exhibit G (Sheet DR1.2), except that core church parking Zone A shall be reduced from 242 spaces to 180 spaces; however, 242 spaces shall be permitted on Wednesday and Thursday evenings and on eight (8) Tuesday evenings during any calendar year. The parking zones shall be physically controlled through

**TOWN COUNCIL SPECIAL MEETING- MINUTES
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the use of movable chains, which restrict the available parking.

13. The minimum parking space dimension shall be nine (9) feet by eighteen (18) feet and the minimum two-way lane width shall be twenty-four (24) feet.

- **Off-site Improvements**

14. The church shall provide a recreation path conforming to Town standards along Quail Run Road to tie into an existing recreation path along McDonald Drive.
15. The church shall participate in and contribute to the installation of traffic calming devices along Quail Run Road and the immediate surrounding neighborhood. The extent of the contribution to the traffic calming shall be the lesser of \$30,000 or one half of the cost of the traffic calming plan. Within sixty (60) days of Town Council approval of the Special Use Permit the applicant shall post the sum in cash or other form of assurance acceptable to town staff. The applicant's obligation to fund shall expire two years after the date of Town Council approval of the Special Use Permit. The traffic calming plan shall be agreed upon in future discussions between the Town, the neighbors, and the applicant; however, agreement upon such devices is not a condition of this application and the Town is not, by approving this application, committing to any particular traffic calming device or the Town's financial share thereof. In the event such agreement is not reached within 1 year of town council approval of the special use permit the town may choose the traffic calming plan. Installation of quail run road street improvements shall be coordinated with the installation of traffic calming devices as needed to preserve flexibility in traffic calming design.
16. Valley Presbyterian Church shall contribute \$22,000 as part of the Underground Utility Conversion Project, which includes the original \$1,500 contribution for District 32.
17. All landscaping in the right-of-way shall conform to the Town Landscape Guidelines.
18. All proposed signage shall comply with Article XXV of the Zoning Ordinance and shall comply with Exhibit J (Sheet DR3.0).

- **Lighting and Noise Mitigation**

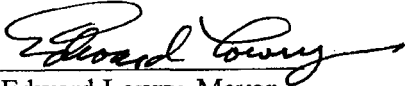
19. Parking lot lighting shall be divided into two zones as indicated on Exhibit H (Sheet DR2.0), to correspond to the parking zones identified in stipulation 12 above. The zones shall be illuminated as needed to accommodate evening activity with low-level lighting to provide all night security.
20. All other lighting or illumination shall conform to Article X, Section 1023 of the Zoning Ordinance. Lighting fixtures shall correspond to approved Exhibits H (Sheet DR2.0) and I (Sheet DR2.1), except that lumen output shall be reduced to a maximum of two hundred fifty (250) lumens for aesthetic and landscape lighting, and a maximum of seven hundred fifty (750) lumens for safety and security lighting.
21. Pedestrian connections to the Kiva School ball fields shall be located on the southerly

**TOWN COUNCIL SPECIAL MEETING- MINUTES
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- portion of the parking lot.
22. The applicant shall provide landscape screening for the property located at 6920 East McDonald Drive. The indicated screen wall that parallels McDonald Drive shall match the church parking lot screen wall.
23. A three- (3) foot screen wall shall be constructed along the eastern and southern portion of the Church property as indicated in the Exhibit J (Sheet DR3.0); except that the proposed breaks in the wall shall be limited to ten (10) feet on each side of the access drives. The wall shall be masonry block stuccoed and painted to compliment the architecture of the church.
24. The church shall cease all scheduled program activities by 10:00 P.M., excluding employees of the church, and participants shall leave the premises not later than 10:30 P.M. each day except for church services held on holidays including Christmas and Easter, and twelve (12) additional exceptions during each calendar year.
25. Any bus loading or unloading shall occur in the westerly portion of the property.
26. Construction activities shall not begin before 6 a.m. and shall end not later than 6 p.m. unless permission is received in advance from the Community Development Director.

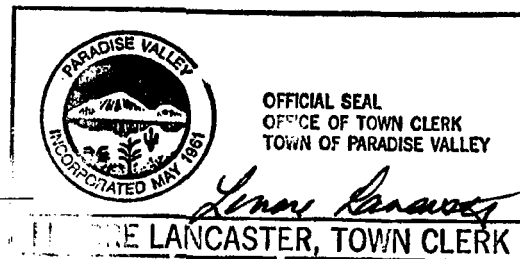
Councilmember Winkler seconded the motion, which carried 7-0.

Mayor Lowry adjourned the meeting at 10:50 p.m.


Edward Lowry, Mayor

ATTEST:

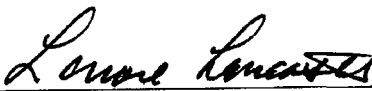

Lenore P. Lancaster, Town Clerk



CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special meeting of the Town Council of Paradise Valley held on the 9th day of December, 1999. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 20th day of January, 2000 ¹⁹⁹⁹


Lenore P. Lancaster, Town Clerk

CCBG Architects, Inc.
818 North First Street Phoenix, Arizona 85004
T: 602-258-2211 F: 602-255-0909



6947 E. McDONALD DRIVE, PARADISE VALLEY, AZ 85253



- Revisions
- 1. SEE REVISION 1/2/04
 - 2. SEE REVISION 1/2/04
 - 3. SEE REVISION 1/2/04
 - 4. SEE REVISION 1/2/04
 - 5. SEE REVISION 1/2/04
 - 6. SEE REVISION 1/2/04
 - 7. SEE REVISION 1/2/04
 - 8. SEE REVISION 1/2/04
 - 9. SEE REVISION 1/2/04
 - 10. SEE REVISION 1/2/04

Date: 08.27.99

Project: TCP

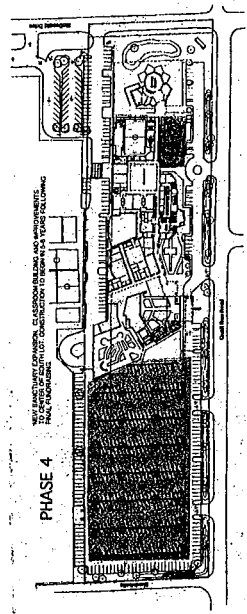
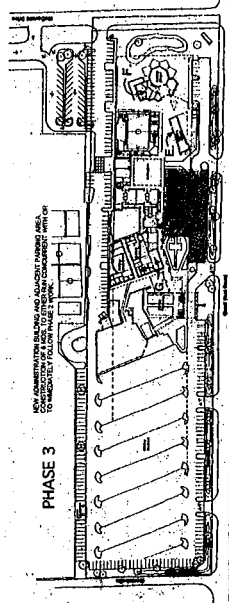
Job Number: 9746

Phasing Plans

Sheet

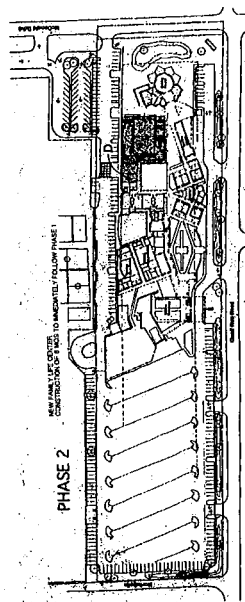
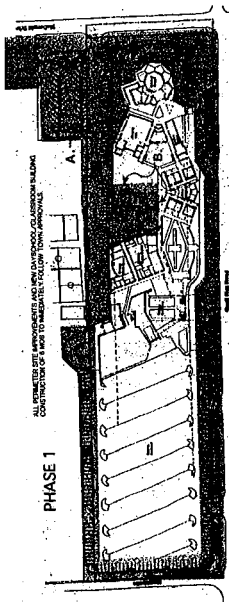
DRO.1

2 of 12
Copyright © 1999 CCBG Architects, Inc.



INTERIM PHASING NOTES

- NOTES ARE KEYED TO PHASING DIAGRAM ABOVE
- A. ON THE WEST SIDE OF EXISTING LANCES HALL A TEMPORARY PLAY AREA WILL BE CONSTRUCTED. FOLLOWING THE COMPLETION AND OPERATION OF THE PHASE ONE CONSTRUCTION, THE TEMPORARY PLAY AREA WILL BE REMOVED AND REPLACED BY A PERMANENT PLAY AREA. THE TEMPORARY PLAY AREA WILL BE CONSTRUCTED.
 - B. TEMPORARY STAIRS AND PLATFORMS WILL BE PROVIDED FOR SECOND FLOOR ACCESS AND ELEVATOR USE TO PHASING OF PERMANENT STAIRS AND ELEVATORS IN PHASE TWO. THE TEMPORARY STAIRS AND PLATFORMS WILL BE REMOVED AND REPLACED BY PERMANENT STAIRS, ELEVATORS AND SECOND FLOOR CIRCULATION DECK.
 - C. ONE CLASSROOM OF UPPER FLOOR OF DAYCARE WILL BE USED FOR OFFICE SPACE. THE OFFICE SPACE WILL BE REMOVED AND REPLACED BY PERMANENT OFFICE SPACE. THE OFFICE SPACE WILL BE REMOVED AND REPLACED BY PERMANENT OFFICE SPACE.
 - D. PORTION OF DAYCARE CLASSROOM BUILDING TO BE BUILT IN PHASE TWO TO MAKE UP FOR THE REMOVED OFFICE SPACE. THE OFFICE SPACE WILL BE REMOVED AND REPLACED BY PERMANENT OFFICE SPACE. THE OFFICE SPACE WILL BE REMOVED AND REPLACED BY PERMANENT OFFICE SPACE.
 - E. EXISTING OFFICE ADMINISTRATION BUILDING WILL BE RENOVATED INTO CLASSROOM BUILDING. NEW CLASSROOM BUILDING AND ADDITIONAL OFFICE BUILDING WILL BE CONSTRUCTED TO MAKE UP FOR THE NEWLY RENOVATED BUILDING.
 - F. EXISTING RESTROOMS AND OFFICE SPACE (NO ADDITIONAL) NEAR THE END OF THE CAMPUS WILL BE RENOVATED AND OFFICE SPACE WILL BE RENOVATED AS NEW RESTROOMS AND OFFICE SPACE (NO ADDITIONAL) NEAR THE END OF THE CAMPUS WILL BE RENOVATED AS NEW RESTROOMS AND OFFICE SPACE (NO ADDITIONAL) NEAR THE END OF THE CAMPUS.



1

SITE PHASING DIAGRAMS

NOT TO SCALE



CCCBC Architects, Inc.
818 North First Street Phoenix, Arizona 85004
T: 602-258-2211 F: 602-255-0909



VALLEY PRESBYTERIAN CHURCH
947 E. McDONALD DRIVE, PARADISE VALLEY, AZ 85253

Revisions _____

ORIGINAL SUBMITTAL 9/22/09

1ST REVIEW 10/6/09

2ND REVIEW 11/23/09

3RD REVIEW 12/16/09

4TH REVIEW 1/20/10

5TH REVIEW 1/20/10

6TH REVIEW 4/28/09

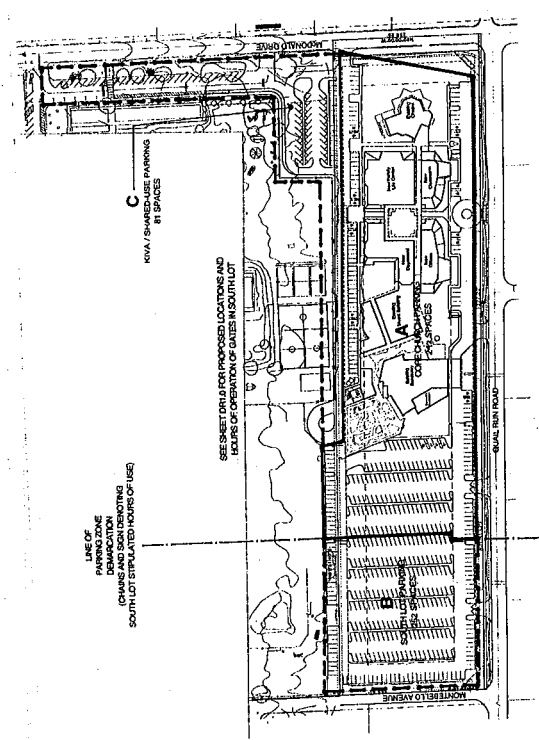
SUBMITTAL 9/23/09

Date 07.30.99
 Drawn TCP
 Checked BPC
 Job Number 9746
 Drawing

5746
Drawing
PARKING/AREA
ANALYSIS
Sheet
DR1.2

512

AREA AND PARKING ANALYSIS: EXISTING AND PROPOSED CAMPUSES

[illegible]

PARKING ZONING DIAGRAM

[illegible]

PARKING STIPULATIONS

②

MINOR AMENDMENT TO SPECIAL USE PERMIT

Pursuant to Section XI of the Zoning Code of the Town of Paradise Valley, the Special Use Permit Review Committee met on July 17, 1992, and agreed to permit the following minor amendment(s) to the existing special use permit approved by the Town Council on 10/26/89, recorded Docket 90-026509 page 5, Maricopa County Recorder's Office.

1. Construct Storage Facility Building.
- 2.
- 3.
- 4.

These minor amendments are subject to the following conditions:

- 1.
- 2.
- 3.

TOWN OF PARADISE VALLEY

William C. Madsen

ATTEST:

Donna L. McQuinn

APPROVED AS TO FORM:

Charles G. Ollinger
Town Attorney

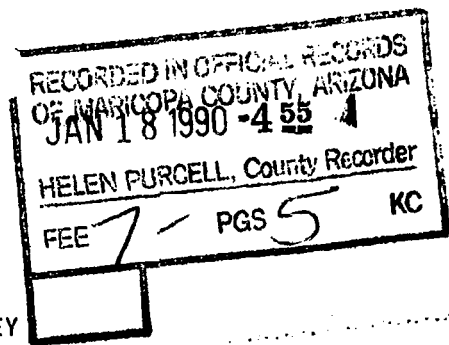
ACCEPTED AND AGREED TO BY VALLEY UNITED PRESBYTERIAN CHURCH

BY: Robert Herman

SEP-12-12

RETURN TO DANE
HAWKINS & CAN When recorded, return to:

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



MISC RORD (XX)

TOWN OF PARADISE VALLEY
TOWN COUNCIL
AMENDED SPECIAL USE PERMIT

90 026509

GRANTOR: Town of Paradise Valley, Arizona, a municipal corporation.

GRANTEE: Valley United Presbyterian Church

USE: Church

PROPERTY AFFECTED: The real property ("Property") subject to this
Amendment to Special Use Permit is located in Paradise Valley, Maricopa
County, Arizona, and is described as follows:

The east half of the southeast quarter of the northwest
quarter of the northeast quarter and the east half of
the northeast quarter of the northwest quarter of the
northeast quarter of Section 15, Township 2 North, Range
4 East of the G&SRB&M.

BE IT RESOLVED by the Mayor and Council of the Town of Paradise
Valley, Arizona, that the Special Use Permit issued to Grantee on November
13, 1975 recorded in Docket 11624, pages 854-855, Maricopa County
Recorder; as amended on January 27, 1977, recorded at Docket 12076, pages
1370-1371, Maricopa County Recorder; as amended on July 12, 1979, recorded
at Docket 13815, pages 1045-1046, Maricopa County Recorder, as amended on
August 26, 1982, recorded at Docket 16297, pages 1513-1515, Maricopa
County Recorder, as amended on November 18, 1982 and recorded at
instrument number 83-002290, Maricopa County Recorder, as amended August
11, 1983, amended July 28, 1988, recorded as Number 88-507698, Maricopa
County Recorder, is further amended by deleting the words between brackets
and adding the words which are in capital letters:

316P-27-9

1 1.0 Property: The real property subject to this Amended Special Use
2 Permit, is located at 6947 East MacDonald Drive, within the Town of
3 Paradise Valley, and is that property shown as the Valley United
4 Presbyterian Church property on Exhibit A entitled "Existing Site Plan and
5 Proposed Chapel for Valley United Presbyterian Church Special Use Permit",
6 September 21, 1982, revised July 14, 1983.

7 2.0 Exhibits: The following exhibits, each certified as "A", "B",
8 "C", "D", "E", "F", [and] "G" AND "H" respectively, by the Paradise Valley
9 Town Clerk, are made an integral part of this Amended Special Use Permit:

10 A. The revised site plan, page 1 of 4, entitled Existing Site
11 Plan and Proposed Chapel for Valley United Presbyterian Church, dated
12 7/14/83, prepared by Defiel and Associates, A.I.A., is herein denoted as
13 Exhibit "A".

14 B. The elevation plan, page 2 of 4, entitled Proposed Elevation
15 for Valley United Presbyterian Church, dated 7/14/83, prepared by Defiel
16 and Associates, A.I.A., is herein denoted as Exhibit B.

17 C. The floor plan, page 3 of 4, entitled Proposed Floor Plan for
18 Valley United Presbyterian Church, dated 7/14/83, prepared by Defiel and
19 Associates, A.I.A., is herein denoted as Exhibit "C".

20 D. The landscaping plan, page 4 of 4, entitled Existing and
21 Proposed Landscaping for Valley United Presbyterian Church, dated 7/14/83,
22 prepared by Defiel and Associates, A.I.A., is herein denoted as Exhibit
23 "D".

24 E. A Site Plan A-1 entitled Music Building, dated 6/30/88,
25 prepared by Defiel and Associates, Exhibit "E".

26 F. Elevation drawings A-3 of the Music Building dated 3/5/88,
27 prepared by Defiel and Associates, Exhibit "F".
28

SUP 27-3

1 G. Floor plan, A-2 Music Building, dated March 3, 1988 as revised
2 March 18, 1988, prepared by Defiel and Associates, Exhibit "G".

3 H. PLAN S-1 FOR A STEEPLE FOR THE CHAPEL, REVISION 2 DATED
4 9.14.89 PREPARED BY DEFIEL & ASSOCIATES, A.I.A., EXHIBIT "H".

5 3.0 Alterations: The development, alteration, construction, and
6 usage of the Property shall be in strict compliance with all exhibits
7 heretofore submitted with the Special Use Permit and any Amendments to the
8 Special Use Permit, including but not limited to Exhibits "A" through
9 ["G"] "H" incorporated with this Amendment.

10 4.0 Stipulations: The development and construction of the property
11 shall be in strict compliance with the following stipulations:

12 4.1 All proposed facilities shall not exceed twenty feet (20') in
13 height from natural grade, EXCEPT AS SHOWN IN EXHIBIT "H" AND
14 PARAGRAPH 4.6.

15 4.2 Prior to the issuance of a Certificate of Occupancy, the Town
16 shall be granted an eight foot (8') wide public utility
17 easement along all property lines.

18 4.3 The grantee shall construct curb and gutter along
19 MacDonald Drive at such time as MacDonald Drive is improved
20 in accordance with the General Plan of the Town.

21 4.4 The existing drainage ditch shall be either relocated or
22 tiled behind the new curb as may be required by the Town
23 Council at such time as new curb is installed.

24 4.5 The recreational path that presently exists on the north edge
25 of the church property must be restored and maintained in a
26 safe condition.

1 4.6 THE STEEPLE AS SHOWN IN EXHIBIT "H" SHALL BE NO HIGHER THAN
2 SIXTY FEET (60') FROM NATURAL GRADE OR THIRTY FEET (30')
3 FROM THE TOP OF THE CHAPEL, WHICHEVER IS LESS.

4 4.7 THE STEEPLE LIGHTING SHALL BE LIMITED TO INTERIOR
5 INCANDESCENT SOURCES.

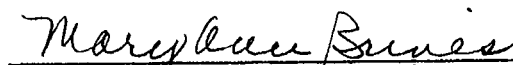
6 5.0 Nature of Use: THE Property may be used for religious purposes
7 and such other uses as are reasonably related to the functions of the
8 Church, as provided in this amended special use permit with no other
9 expansions, additions, changes or alterations to the property, buildings,
10 structures or accessory uses permitted without an express written
11 amendment to this Amended Special Use Permit.

12 6.0 All other terms of the original Special Use Permit shall remain in
13 full force and effect.

14 PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise
15 Valley, Arizona, this 26th day of October, 1989.

16
17
18 
19 Robert W. Plenge, Mayor

20
21 ATTEST:

22
23 
24 Mary Ann Brines, Town Clerk

25 APPROVED AS TO FORM:

26
27 
28 Charles G. Ollinger, Town Attorney

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AGREED TO BY:

VALLEY UNITED PRESBYTERIAN CHURCH

By Thomas A. Erickson
Reverend Thomas A. Erickson

Its Pastor

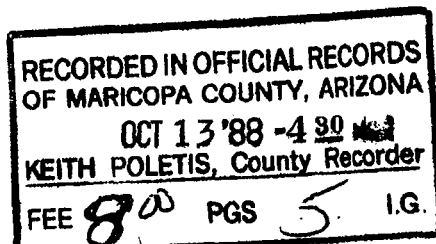
01SUP2.A/LISBETH

SUP-219

When recorded, return to:

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

AS



MISC RCRD (XX)

TOWN OF PARADISE VALLEY
TOWN COUNCIL
AMENDED SPECIAL USE PERMI

1

88 507698

GRANTOR: Town of Paradise Valley, Arizona, a municipal corporation.

GRANTEE: Valley United Presbyterian Church

USE: Church

PROPERTY AFFECTED: The real property ("Property") subject to this

Amendment to Special Use Permit is located in Paradise Valley, Maricopa
County, Arizona, and is described as follows:

The east half of the southeast quarter of the northwest
quarter of the northeast quarter and the east half of
the northeast quarter of the northwest quarter of the
northeast quarter of Section 15, Township 2 North, Range
4 East of the G&SRB&M.

BE IT RESOLVED by the Mayor and Council of the Town of Paradise
Valley, Arizona, that the Special Use Permit issued to Grantee on November
13, 1975 recorded in Docket 11624, pages 854-855, Maricopa County
Recorder; as amended on January 27, 1977, recorded at Docket 12076, pages
1370-1371, Maricopa County Recorder; as amended on July 12, 1979, recorded
at Docket 13815, pages 1045-1046, Maricopa County Recorder, as amended on
August 26, 1982, recorded at Docket 16297, pages 1513-1515, Maricopa
County Recorder, as amended on November 18, 1982 and recorded at
instrument number 83-002290, Maricopa County Recorder, as amended August
11, 1983 is further amended by deleting the words between brackets and
adding the words which are in capital letters:

2UP-88-14

1.0 Property: The real property subject to this Amended Special Use Permit, is located at 6947 East MacDonald Drive, within the Town of Paradise Valley, and is that property [which is indicated] SHOWN as the Valley United Presbyterian Church property on [those certain documents] EXHIBIT A entitled "Existing Site PLAN AND PROPOSED CHAPEL for Valley United Presbyterian Church Special Use Permit", September 21, 1982, revised July 14, 1983.

2.0 Exhibits: The following exhibits, each certified as "A", "B", "C" [and], "D", "E", "F", and "G" respectively, by the Paradise Valley Town Clerk, are [hereby incorporated into] made an integral part OF this Amended Special Use Permit: [and hereof:]

A. The revised site plan, page 1 of 4, entitled Existing Site Plan and Proposed Chapel for Valley United Presbyterian Church, dated 7/14/83, prepared by Defiel and Associates, A.I.A., is herein denoted as Exhibit "A".

B. The elevation plan, page 2 of 4, entitled Proposed Elevation for Valley United Presbyterian Church, dated 7/14/83, prepared by Defiel and Associates, A.I.A., is herein denoted as Exhibit B.

C. The floor plan, page 3 of 4, entitled Proposed Floor Plan for Valley United Presbyterian Church, dated 7/14/83, prepared by Defiel and Associates, A.I.A., is herein denoted as Exhibit "C".

D. The landscaping plan, page 4 of 4, entitled Existing and Proposed Landscaping for Valley United Presbyterian Church, dated 7/14/83, prepared by Defiel and Associates, A.I.S., is herein denoted as Exhibit "D".

E. A SITE PLAN A-1 ENTITLED MUSIC BUILDING, DATED 6/30/88, PREPARED BY DEFIEL AND ASSOCIATES, EXHIBIT "E".

204-20-14

1 F. ELEVATION DRAWINGS A-3 OF THE MUSIC BUILDING DATED 3/5/88,
2 PREPARED BY DEFIEL AND ASSOCIATES, EXHIBIT "F".

3 G. FLOOR PLAN, A-2 MUSIC BUILDING, DATED MARCH 3, 1988 AS REVISED
4 MARCH 18, 1988, PREPARED BY DEFIEL AND ASSOCIATES, EXHIBIT "G".

5 3.0 Alterations: The development, alteration, construction, and
6 usage of the Property shall be in strict compliance with all exhibits
7 heretofore submitted with the Special Use Permit and any Amendments to the
8 Special Use Permit, including but not limited to Exhibits "A" through
9 ["C"] "G" incorporated with this Amendment.

10 4.0 STIPULATIONS: THE DEVELOPMENT AND CONSTRUCTION OF THE PROPERTY
11 SHALL BE IN STRICT COMPLIANCE WITH THE FOLLOWING STIPULATIONS:

12 4.1 ALL PROPOSED FACILITIES SHALL NOT EXCEED TWENTY FEET (20') IN
13 HEIGHT FROM NATURAL GRADE.

14 4.2 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE TOWN
15 SHALL BE GRANTED AN EIGHT FOOT (8') WIDE PUBLIC UTILITY
16 EASEMENT ALONG ALL PROPERTY LINES.

17 4.3 THE GRANTEE SHALL CONSTRUCT CURB AND GUTTER ALONG
18 MACDONALD DRIVE AT SUCH TIME AS MACDONALD DRIVE IS IMPROVED
19 IN ACCORDANCE WITH THE GENERAL PLAN OF THE TOWN.

20 4.4 THE EXISTING DRAINAGE DITCH SHALL BE EITHER RELOCATED OR
21 TILED BEHIND THE NEW CURB AS MAY BE REQUIRED BY THE TOWN
22 COUNCIL AT SUCH TIME AS NEW CURB IS INSTALLED.

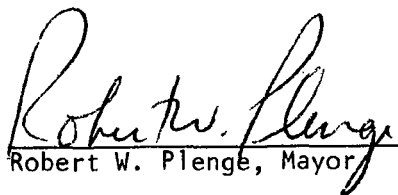
23 4.5 THE RECREATIONAL PATH THAT PRESENTLY EXISTS ON THE NORTH EDGE
24 OF THE CHURCH PROPERTY MUST BE RESTORED AND MAINTAINED IN A
25 SAFE CONDITION.
26

27
28 SUP-22-14

1 5.0 Nature of Use: [Said] THE Property may be used for religious
2 purposes and such other uses as are reasonably related to the functions of
3 the Church, as provided IN THIS AMENDED SPECIAL USE PERMIT [herein and in
4 the Site Plan for the Valley United Presbyterian Church Special Use
5 Permit, October 1, 1982,] with no other expansions, additions, [or]
6 changes or alterations to [said real] THE property, buildings, structures
7 or accessory uses (except as allowed herein) permitted without an express
8 written amendment to this Amended Special Use Permit.

9 6.0 All other terms of the original Special Use Permit shall remain in
10 full force and effect.

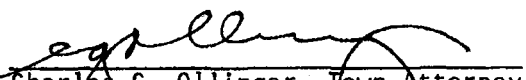
11 PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise
12 Valley, Arizona, this 28th day of July, 1988.

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17 
Robert W. Plenge, Mayor

18 ATTEST:

19
20 
21 Mary Ann Brines, Town Clerk

22 APPROVED AS TO FORM:

23
24 
25 Charles G. Ollinger, Town Attorney

26
27 SUP-88-14
28

88 507698

1
2 AGREED TO BY:

3 VALLEY UNITED PRESBYTERIAN CHURCH

4
5 By Thomas A. Erikson
Reverend Thomas A. Erikson

6 Its PASTOR

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MINOR AMENDMENT TO SPECIAL USE PERMIT
VALLEY PRESBYTERIAN CHURCH
6947 East McDonald Drive

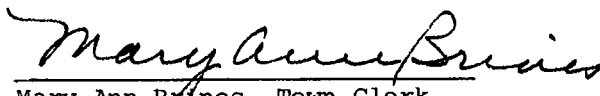
Pursuant to Section XI of the Zoning Code of the Town of Paradise Valley, the Special Use Permit Review Committee met on June 14, 1984, and agreed to permit the following minor amendment(s) to the existing special use permit approved by the Town Council on November 13, 1973; recorded Docket 11624, pages 854-855, Maricopa County Recorder's Office.

1. Amend site plan to rearrange landscape plantings on McDonald Drive.

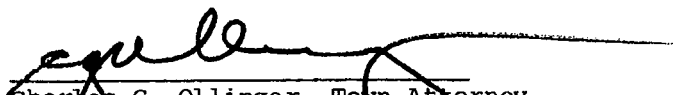
TOWN OF PARADISE VALLEY


Joan R. Lincoln, Mayor

ATTEST:


Mary Ann Brines, Town Clerk

APPROVED AS TO FORM:


Charles G. Ollinger, Town Attorney

ACCEPTED AND AGREED TO BY VALLEY PRESBYTERIAN CHURCH

BY: 
Rev. William Kilgus

314-84-15

Norma A. Rand, 6940 E. Horseshoe Rd.
Bernard Deutsch, 11801 N. Tatum
Dennis L. Dhein, 5330 E. Royal Palm
Bill Douglas, 5901 Quail Run, Paradise Valley
Roger Smith, 5532 N. Palo Cristi
Larry Lazarus, 4718 E. Indian Bend
Carl Snyder, 10255 N. 32nd St., Phoenix
Bob Herman, 2086 E. Golf, Tempe
Stephen C. Earl, 111 W. Monroe, Phoenix
Lawrence W. Corbett, 6947 E. MacDonald Dr.
William L. Hoke, 7001 E. MacDonald Dr.
John J. Erben, 6924 E. MacDonald
Richard Brazsky, 6930 E. MacDonald Dr.

APPRECIATION PLAQUES

Mayor Brock presented a plaque to Dr. Alfred R. Heilbrunn in appreciation of his service on the Planning and Zoning Commission from January 1979 to September 1983. Dr. Heilbrunn would serve as Chairman from April 1982 until his resignation effective September 1983.

Mayor Brock presented a plaque to Scott H. O'Connor in appreciation of his service on the Planning and Zoning Commission from October 1981 to June 1983.

VALLEY UNITED PRESBYTERIAN CHURCH - AMENDMENT TO SPECIAL USE PERMIT

The first item on the agenda was the request of Valley United Presbyterian Church for approval to amend its Special Use Permit. The church was represented by Mr. Stephen Earl of the law firm of Jennings, Strouss & Salmon. This matter had been heard by the Town Council on July 14 and referred to the Planning and Zoning Commission. Mr. Earl displayed an exhibit showing the old and the new site plans juxtaposed. Mr. Earl enumerated the changes requested by the church.

1. Relocate the chapel 20 feet to the west. This would center the chapel on the site and give it a better relationship to the other buildings.
2. Delete an exterior storage area from the chapel and put that square footage into offices within the chapel, enlarge the entrance foyer and the bride's room. The total amount of area added to the chapel would be 340 square feet.
3. Add an 18 inch wall outside the chapel on the north as protection from sheet flow which came from Kiva School along the north side of the property.
4. Add a four foot high patio wall of stone/brick construction, the same as the church, which would shield the patio and the equipment room.
5. Realign the sidewalks to line up with the location of the new chapel.

6. Delete a 750 square foot balcony within the chapel. A narrow ledge for air conditioning equipment would be retained.
7. Move nine parking spaces from the west side of the property in a line parallel with other parking. Landscaping would be placed in the space vacated by the nine parking spaces.

Mr. Earl explained that the changes requested were all minor. They would not impact the neighbors negatively. In fact, the chapel would be moved 20 feet farther from Quail Run Road. At the Planning and Zoning Commission meeting, the neighbors had not opposed any of the changes. The neighbors had expressed concern with the parking. However, that was not an issue before the Council at the present meeting. The perpendicular parking on Quail Run Road had been in existence since 1959. [Councilman William J. Simon arrived at 7:42 p.m.] Councilman Plenge verified that there would be minor changes to the elevation of the chapel consistent with the revisions described by Mr. Earl. Councilman Lincoln suggested the church might want to relocate the handicapped parking spaces closer to the new walkway. It was noted that the paving and grading plans for the extension of the parking and driveway area to MacDonald Drive would provide for modifying the existing drainage swale to accept all sheet flow from the west and direct it toward MacDonald Drive rather than Quail Run. Mayor Brock asked for comments from the audience. Mr. Bill Douglas, 5901 Quail Run Road, said the neighbors had no objections to the proposed changes. They were very concerned with the traffic congestion and traffic flow. They would not address that issue tonight but they would pursue the matter through appropriate channels. There was no further discussion and Councilman Lincoln moved approval of the amendment to the Special Use Permit for Valley United Presbyterian Church as submitted. Councilman Baxter seconded, and the motion carried unanimously, 6 - 0.

Motion

RED LION'S LA POSADA RESORT - AMENDMENT TO SPECIAL USE PERMIT

The next item on the agenda was the application of Red Lion's La Posada Resort for an amendment to its Special Use Permit. Mr. Don Schwenn, architect for La Posada, outlined the requested changes.

1. Construct a new lagoon pool south of the main lodge over an existing wash and construct supporting poolside buildings. Two 84" by 54" culverts would be laid in the wash to provide drainage.
2. Extend the patio south of the main lodge and pave it.
3. Construct a 6,000 square foot addition to the existing laundry and housekeeping building. This would be a single story structure with no windows facing the neighbors. All activity would face inward toward the resort.
4. Add new parking on the west portion of the site, installing a culvert in an existing wash and paving over it.

Mayor Brock noted that because the application would involve construction in a flood plain, the Council would be acting not only as the governing

When recorded, return to:

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

83 002290

M/Permit

AMENDMENT TO SPECIAL USE PERMIT

GRANTOR: Town of Paradise Valley, Arizona, a municipal corporation

GRANTEE: Valley United Presbyterian Church

FOR: Valley United Presbyterian Church

PROPERTY AFFECTED: The real property ("Property") which is subject to this Amendment to Special Use Permit is located in Paradise Valley, Maricopa County, Arizona, and is described as follows:

The east half of the southeast quarter of the northwest quarter of the northeast quarter and the east half of the northeast quarter of the northwest quarter of the northeast quarter of Section 15, Township 2 North, Range 4 East of the G&SRB&M.

BE IT RESOLVED by the Mayor and Common Council of the Town of Paradise Valley, Arizona, that the Special Use Permit issued to Grantee on November 13, 1975 recorded in Docket 11624, pages 854-855, Maricopa County Recorder; as amended on January 27, 1977, recorded at Docket 12076, pages 1370-1371, Maricopa County Recorder; as amended on July 12, 1979, recorded at Docket 13815, pages 1045-1046, Maricopa County Recorder, as amended on August 26, 1982, recorded at Docket 16297, pages 1513-1515, Maricopa County Recorder, is amended as follows:

1. Property: The real property which is subject to this Amended Special Use Permit, is located at 6947 East MacDonald Drive, within the Town of Paradise Valley, and is that property which is indicated as the Valley United Presbyterian Church property on those certain documents entitled "Site Plans for Valley United Presbyterian Church Special Use Permit, October 1, 1976, revised May 22, 1979, revised August 6, 1982, and revised August 20, 1982.

2. Plans: A revised site plan consisting of 3 pages entitled Existing Site Plan and Proposed Chapel for Valley United Presbyterian Church, prepared by Peters & Walling Architects dated September 21, 1982 submitted by Grantee is to be certified as such by the Paradise Valley Town Clerk and incorporated as exhibits into this Amended Special Use Permit and made an integral part hereof.

SUP 12 22

1 A. The revised site plan entitled Valley United Presbyterian
2 Church, page 1 of 3, is herein denoted as Exhibit "A" and was prepared by
3 Peters & Walling Architects and dated 9/21/82.

4 B. Existing and Proposed Landscape Plan, page 2 of 3 is herein
5 denoted as Exhibit "B" and was prepared by Peters & Walling Architects and
6 dated 9/21/82.

7 C. Proposed Chapel for Valley United Presbyterian Church, page 3
8 of 3 is herein denoted as Exhibit "C" and was prepared by Peters & Walling
9 Architects and dated 9/21/82.

10 3. Alteration: The development, alteration, construction, and
11 usage of the Property shall be in strict compliance with all exhibits hereto-
12 fore submitted with the Special Use Permit and any Amendments to the Special
13 Use Permit, including but not limited to Exhibits "A" through "C" incorpor-
14 ated with this Amendment.

15 4. Nature of Use: Said Property may be used for religious pur-
16 poses and such other uses as are reasonably related to the functions of the
17 Church, as provided herein and in the Site Plan for Valley United Presby-
18 terian Church Special Use Permit, October 1, 1976, revised May 22, 1979,
19 revised August 6, 1982, and September 21, 1982, with no other expansions,
20 additions, or changes or alterations to said real property, buildings, struc-
21 tures or accessory uses (except as allowed herein) permitted without an
22 express written amendment to this Amended Special Use Permit.

23 5. All other terms of the original Special Use Permit shall
24 remain in full force and effect.

25 PASSED AND ADOPTED by the Mayor and Common Council of the Town of
26 Paradise Valley, Arizona, this 18th day of November, 1982.



OFFICIAL SEAL
OF TOWN CLERK
TOWN OF PARADISE VALLEY

Mary Ann Brines
MARY ANN BRINES, TOWN CLERK

J. Duncan Brock
J. Duncan Brock, Mayor

1 ATTEST:

2 Mary Ann Brines
3 Mary Ann Brines, Town Clerk

4 APPROVED AS TO FORM:

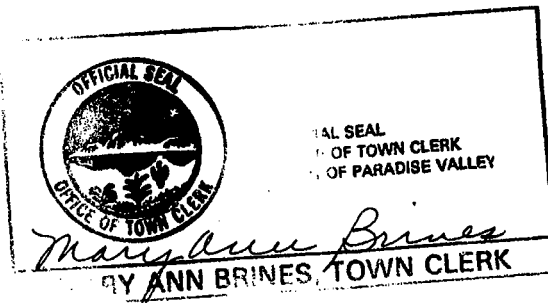
5 William M. Piatt
6 William M. Piatt, Town Attorney

7 AGREED TO BY:

8 VALLEY UNITED PRESBYTERIAN CHURCH

9
10 By Rev. L. William Kilgore
11 Its Senior Minister

12
13 29-A/C
14 11/13/82



RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA

JAN 4 - '83 - 12 45

BILL HENRY, COUNTY RECORDER

FEE 3 00 PGS 3

SUP-82-20

When recorded, return to:

DXT 16297761513

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

296307

M/PERMIT

AMENDMENT TO SPECIAL USE PERMIT

GRANTOR: Town of Paradise Valley, Arizona, a municipal corporation

GRANTEE: Valley United Presbyterian Church

FOR: Valley United Presbyterian Church

PROPERTY AFFECTED: The real property ("Property") which is subject to this Amendment to Special Use Permit is located in Paradise Valley, Maricopa County, Arizona, and is described as follows:

The east half of the southeast quarter of the northwest quarter of the northeast quarter and the east half of the northeast quarter of the northwest quarter of the northeast quarter of Section 15, Township 2 North, Range 4 East of the G&SRB&M.

BE IT RESOLVED by the Mayor and Common Council of the Town of Paradise Valley, Arizona, that the Special Use Permit issued to Grantee on November 13, 1975 recorded in Docket 11624, pages 854-855, Maricopa County Recorder; as amended on January 27, 1977, recorded at Docket 12076, pages 1370-1371, Maricopa County Recorder; as amended on July 12, 1979, recorded at Docket 13815, pages 1045-1046, Maricopa County Recorder, is amended as follows:

1. Property: The real property which is subject to this Amended Special Use Permit, is located at 6947 East MacDonald Drive, within the Town of Paradise Valley, and is that property which is indicated as the Valley United Presbyterian Church property on those certain documents entitled "Site Plans for Valley United Presbyterian Church Special Use Permit, October 1, 1976, revised May 22, 1979, revised August 6, 1982."

2. Plans: A revised site plan and an elevation plan entitled "Restoration of Fellowship Hall" submitted by Grantee is to be certified as such by the Paradise Valley Town Clerk and incorporated as Exhibits into this Amended Special Use Permit and made an integral part hereof.

a. The revised site plan entitled "Restoration of Fellowship Hall Site Plan for Valley United Presbyterian Church," page 1 of 2, is herein denoted as Exhibit "A" and was prepared by Metz Train Youngren and dated 8/6/82.

2UP-82-19

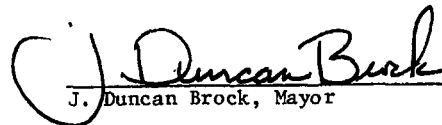
b. The elevation plan entitled "Elevations - Restoration of Fellowship Hall," sheet 2 of 2, is herein denoted as Exhibit "B" and was prepared by Metz Train Youngren and dated 8/9/82.

3. Alteration: The development, alteration, construction, and usage of the Property shall be in strict compliance with all exhibits heretofore submitted with the Special Use Permit and any Amendments to the Special Use Permit, including but not limited to Exhibits "A" and "B" incorporated with this Amendment.

4. Nature of Use: Said Property may be used for religious purposes and such other uses as are reasonably related to the functions of the Church, as provided herein and in the Site Plan for Valley United Presbyterian Church Special Use Permit, October 1, 1976, revised May 22, 1979, and revised August 6, 1982, with no other expansions, additions, or changes or alterations to said real property, buildings, structures or accessory uses (except as allowed herein) permitted without an express written amendment to this Amended Special Use Permit.

5. All other terms of the original Special Use Permit shall remain in full force and effect.

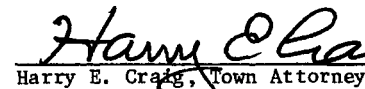
PASSED AND ADOPTED by the Mayor and Common Council of the Town of Paradise Valley, Arizona, this 26th day of August, 1982.

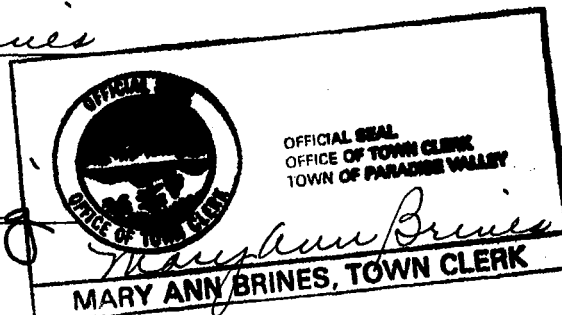

J. Duncan Brock, Mayor

ATTEST:


Mary Ann Brines, Town Clerk

APPROVED AS TO FORM:


Harry E. Craig, Town Attorney



Sub-82-19

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Accepted and Agreed to:

VALLEY UNITED PRESBYTERIAN CHURCH

By Rev. J. Wilson Kelgus

Its Minister
Valley Presbyterian Church

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the within instrument was filed and recorded at request of

Town of Paradise Valley

SEP 20 1982 -2 80

in Docket 16297
on page 1513 - 1515

Witness my hand and official seal the day and year aforesaid.

Bill Henry

County Recorder

By HARRY ONG
Deputy Recorder

300

314P-72-19

After recording, return to.

DKT 13⁸15 PG 1045

Med Permit

287405

PARADISE VALLEY TOWN ARIZONA
6401 E. LINCOLN
PARADISE VALLEY, AZ 85253

PARADISE VALLEY TOWN COUNCIL

AMENDMENT TO SPECIAL USE PERMIT ISSUED TO
VALLEY UNITED PRESBYTERIAN CHURCH

RESOLVED, that the Special Use Permit issued to the
Valley United Presbyterian Church, 6947 E. MacDonald Drive, on
November 13, 1975, recorded at Docket 11624, pages 854-855,
Maricopa County Recorder; as amended on January 27, 1977, recorded
at Docket 12076, pages 1370-1371, are amended as follows:

1. Paragraphs 1 and 2 of the Special Use Permit are amended by
striking the words as indicated and adding the words in all
capital letters, to-wit:

1. Property: The property to which this Special
Use Permit applies is located at 6947 E. MacDonald Drive, within
the Town of Paradise Valley, and is that property which is indi-
cated as the Valley United Presbyterian Church property on those
certain documents entitled "Site Plans for Valley United Pres-
byterian Church Special Use Permit, ~~OCTOBER 1, 1976~~ OCTOBER 1,
1976, REVISED MAY 22, 1979," such documents to be certified and
authenticated as such by the Paradise Valley Town Clerk. The
Site Plans for Valley United Presbyterian Church Special Use
Permit, ~~OCTOBER 1, 1976~~, OCTOBER 1, 1976, REVISED MAY 22, 1979, are
hereby incorporated by reference into this Special Use Permit
and made an integral part hereof. The legal description of the
property subject to this Special Use Permit is as follows:

The east half of the southeast quarter
of the northwest quarter of the northeast
quarter and the east half of the northeast
quarter of the northwest quarter of the
northeast quarter of Section 15, Township
2 North, Range 4 East of the G&SRB&M.

2. Nature of Use: Said Property may be used for
religious purposes and such other uses as are reasonably related
to the functions of the Church, as provided herein and in the
Site Plans for Valley United Presbyterian Church Special Use

304-74-21

1 Permit, ~~October 1, 1976~~ OCTOBER 1, 1976, REVISED MAY 22, 1979,
2 with no expansions, additions, or changes or alternations to
3 said real property, buildings, structures or accessory uses
4 permitted herein without an express written amendment to this
5 Special Use Permit.

6 3. All other terms of the original Special Use Permit, as
7 amended, shall remain in full force and effect.

8 PASSED AND ADOPTED by the Mayor and Common Council
9 of the Town of Paradise Valley, Arizona, this 12 day of

10 July, 1979..

11 J. Duncan Brock
12 J. Duncan Brock, Vice Mayor

13 ATTEST:

14 Mary Ann Brines
15 Mary Ann Brines, Town Clerk

16 APPROVED AS TO FORM:

17 Douglas A. Jordan
18 Douglas A. Jordan, Town Attorney

19 ACCEPTED AND AGREED TO:

20 L. Wilson Kilgore
21 Valley United Presbyterian Church
22 L. Wilson Kilgore, Minister



AUG 7 - 1979 - 10 55

STATE OF ARIZONA } ss
County of Maricopa }

I hereby certify that the with-
in instrument was filed and re-
corded at request of

Town of Paradise Valley

in Docket 13815

Page 1045-1046

Witness my hand and official
seal the day and year aforesaid.

Bill Henry
County Recorder
By P. O. Henry
Deputy Recorder

2114-77-21

PARADISE VALLEY TOWN COUNCIL

38057
M.L.D. PERMIT

AMENDMENT TO SPECIAL USE PERMIT ISSUED TO
THE VALLEY UNITED PRESBYTERIAN CHURCH AT
6947 E. MACDONALD DRIVE TO AUTHORIZE A
MEMORIAL GARDEN

The Special Use Permit issued to the Valley United
Presbyterian Church on November 13, 1975 is hereby amended
as follows: The following new paragraph 5 is hereby approved
and adopted and added to the Special Use Permit heretofore
granted:

5. The grantee Valley United Presbyterian Church is
hereby authorized to construct, operate and maintain a memorial
garden for the interment and keeping of the remains of cremated
deceased persons, subject to the grantee's compliance with all
of the following conditions:

- (a) The memorial garden shall comply in all respects with
Section 1101 (n) 3 of the Town Zoning Ordinance.
- (b) The memorial garden shall comply in all respects with those
certain documents identified as "Site Plans for Memorial
Garden for Valley United Presbyterian Church, 1976" as
certified as such documents by the Paradise Valley Town
Clerk.
- (c) All artificial lighting and illumination shall (1) be
of a low intensity of brightness, (2) not cast or direct
light outside of the memorial garden, and (3) not be
higher than two feet above ground level (natural grade).
- (d) The memorial garden shall have a total area of 10,072
square feet.
- (e) The memorial garden shall be limited to the interment and
keeping of the remains of persons of the Presbyterian
faith or members of the immediate family of persons of
the Presbyterian faith.

This amendment is hereby incorporated into the Special
Use Permit issued to the Valley United Presbyterian Church on
November 13, 1975 and made an integral part thereof.

3UP-76-16

PASSED AND APPROVED by the Mayor and Common Council of
the Town of Paradise Valley, Arizona, this 27th day of
January, 1977.

Barbara von Ammon
Barbara von Ammon, Mayor

ATTEST:

Mary Ann Brines
Mary Ann Brines, Town Clerk

APPROVED AS TO FORM:

Roger A. McKee
Roger A. McKee, Town Attorney

ACCEPTED AND AGREED TO:

Rev. L. Wilson Kilgore
Valley United Presbyterian Church
L. Wilson Kilgore, Minister



STATE OF ARIZONA } ss
County of Maricopa }

I hereby certify that the within
instrument was filed and re-
corded at request of

TOWN OF PARADISE VALLEY
FEB 15 1977 -9 45

in Doc et 12076
on page 1370-1371

Witness my hand and official
seal the day and year aforesaid.

Tom Freestone
County Recorder
Deputy Recorder

100

207-76-16



PARADISE VALLEY TOWN COUNCIL

PERMIT

Special Use Permit issued to Valley United Presbyterian Church, at 6947 E. MacDonald Dr. in the Town of Paradise Valley, Arizona

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RESOLVED, that a Special Use Permit be and it is hereby issued to the Valley United Presbyterian Church, pursuant to Section 1101 (n) of the Zoning Ordinance of the Town of Paradise Valley, Arizona, for the use of the property hereinafter described upon the terms and conditions hereinafter set forth:

1. Property: The property to which this Special Use Permit applies is located at 6947 E. MacDonald Dr., within the Town of Paradise Valley, and is that property which is indicated as the Valley United Presbyterian Church property on those certain documents entitled "Site Plans for Valley United Presbyterian Church Special Use Permit, October, 1975 " such documents to be certified and authenticated as such by the Paradise Valley Town Clerk. The Site Plans for Valley United Presbyterian Church Special Use Permit, October, 1975, are hereby incorporated by reference into this Special Use Permit and made an integral part hereof. The legal description of the property subject to this Special Use Permit is as follows:

The east half of the southeast quarter of the northwest quarter of the northeast quarter and the east half of the northeast quarter of the northwest quarter of the northeast quarter of Section 15, Township 2 North, Range 4 East of the G&SRB&M.

STATE OF ARIZONA } ss
County of Maricopa }

I hereby certify that the within instrument was filed and recorded at request of

TOWN OF PARADISE VALLEY

APR 9 - 1976 - 11 20

In Docket 1162455
on page 439455

Witness my hand and official seal the day and year aforesaid.

Tom Freestone

County Recorder

By R. J. Northrup
Deputy Recorder

100

SUP-75-14

2. Nature of Use: Said Property may be used for religious purposes and such other uses as are reasonably related to the functions of the Church, as provided herein and in the SitePlans for Valley United Presbyterian Church Special Use Permit, October, 1975, with no expansions, additions, or changes or alterations to said real property, buildings, structures or accessory uses permitted herein without an express written amendment to this Special Use Permit.

3. Severability-Unenforceable Provisions:
Should any portion of this Permit be deemed to be unenforceable or invalid, such a determination shall not affect the balance of the provisions hereof.

4. Breach of Special Use Permit by Valley United Presbyterian Church: This Special Use Permit shall become void and of no force and effect, at the option of the Paradise Valley Town Council, upon the failure of the grantee Special Use Permit holder to comply with any of the terms, conditions, or stipulations of this Special Use Permit.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL for the Town of Paradise Valley, Arizona, this 13 day of November, 1975.

Barbara vonAmmon
Barbara vonAmmon, Mayor

ATTEST:

Mary Ann Brines
Mary Ann Brines, Town Clerk

APPROVED AS TO FORM:

Roger A. McKee
Roger A. McKee, Town Attorney

ACCEPTED AND AGREED TO:

Rev. L. Wilson Kilgore
Valley United Presbyterian Church
L. Wilson Kilgore, Minister

3UP-75-14