

Preliminary Conditions

PROCEDURAL

1. A development plan in substantial compliance with the preliminary development plan dated May 7, 2009, and the Design Compatibility Report, is to be submitted and approved in accordance with Section 5.3.8. of the *Land Use Code*.
2. The property owner shall execute a waiver of potential claims under A.R.S. Sec. 12-1134 for this zoning amendment as permitted by A.R.S. Sec. 12-1134 (I) in the form approved by the City Attorney and titled “Agreement to Waive Any Claims Against the City for Zoning Amendment”.
3. The owner/developer shall record the Airport Disclosure Statement form that discloses the existence, and operational characteristics of the Tucson International Airport, to future owners or tenants of the property, prior to the City's approval of the development plan or final plat. The Airport Disclosure Statement shall further convey the right to the public to lawfully use the airspace above the property.
4. An archaeological assessment and survey shall be performed by a qualified archaeologist before any grading or other ground modification takes place. If cultural features or remains are found, testing and data recovery shall be completed as needed. Copies of testing plans, testing reports, data recovery plans and final reports shall be submitted to and approved by the City Historic Preservation Office prior to construction work commencing. If, during construction, human remains and/or associated burial items are discovered, ground disturbing activities in the vicinity of the discovery will cease, the discovery site will be secured, and the Arizona State Museum will be immediately notified as required under A. R. S. 41-865.
5. Dedication of a 50-foot-wide trail access easement along Rodeo Wash to include:
 - a. A 10-foot-wide paved asphalt path to be constructed within the easement
 - b. Easement shall be landscaped.
 - c. A safety railing shall be provided along Rodeo Wash.
 - d. A minimum one-trail connection shall be provided from the subject development to the paved path.
 - e. Final path design, landscaping and irrigation of easement corridor and trail connections shall be subject to approval by the City of Tucson Parks and Recreation Department.
6. Any relocation, modification, etc., of existing utilities and/or public improvements necessitated by the proposed development shall be at no expense to the public.
7. Owner/developer shall enter into a Sewer Service Agreement with Pima County that specifies the improvements to be made to Pima County's public sewerage system, and the timing of said improvements.

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8. Five years are allowed from the date of initial authorization to implement and effectuate all Code requirements and conditions of rezoning.

LAND USE COMPATABILITY

9. “Safe by Design” concepts shall be incorporated in the development plan for review by the Tucson Police Department.
10. The site perimeter is to be fully secured at all times, and access to the site shall be secured.
11. Hours of operation are limited to 7:00 a.m. to 7:00 p.m.
12. An employee shall be onsite at all times the facility is open for business.
13. Perimeter security lighting shall be provided throughout the night, and interior security lighting shall be provided as needed. All lighting shall be shielded, directed downward, and as low in elevation as is reasonably possible.
14. Building height shall be limited to a maximum of 16 feet.
15. Exterior mechanical equipment shall be ground mounted, and screened from the view from the surrounding properties and streets.

Quality in Design

16. Enhanced landscaping shall be provided along the southern edge of the site, within the 50-foot wide WASH Ordinance study area.
17. Decorative eight (8)-foot-high masonry walls shall be provided between storage units along the south and east borders of the site.
18. Decorative eight (8)-foot-high wrought iron fencing shall be provided along Drexel Road and Campbell Avenue.
19. The office building, and exterior storage building walls visible from the surrounding properties and streets, shall be designed to fit in with the residential character of, and be consistent with, the architectural styles in the surrounding neighborhood.
20. Color elevations, and exterior wall and perimeter fencing details shall be provided as part of the development plan submittal, to demonstrate compliance with the rezoning conditions. Documentation demonstrating that the development fits into the residential character of the neighborhood, and is consistent with neighborhood architectural styles, shall also be provided with the development plan submittal.

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21. The office building, and exterior storage building walls visible from the surrounding properties and streets, shall incorporate a design treatment that is visually interesting at the pedestrian level. The design treatment shall include two or more decorative textures and/or materials, such as block, brick, stucco, tile, stone, etc., and it shall be graffiti-resistant.
22. A consistent design treatment shall be provided along all four elevations of the development that are visible from the surrounding properties and streets.
23. All walls visible from a public right-of-way and/or adjacent to existing residential development, are to be graffiti-resistant and incorporate one (1) or more visually appealing design treatments, such as the use of two (2) or more decorative materials like stucco, tile, stone, or brick; a visually interesting design on the wall surface; varied wall alignments, (jog, curve, notch, setback, etc.); and/or trees and shrubs in voids created by the wall variations.
24. Six (6) inch wide fence block or greater shall be used for perimeter walls.
25. The owners/developers shall ensure that graffiti is removed within five working days of discovery.

DRAINAGE/GRADING/VEGETATION

26. Preparation of a complete Drainage Report, including details of detention/retention, is required. Should detention/retention be required, the following will apply:
 - a. Each detention/retention basin shall include a sediment trap, or other sediment control measures as approved by the City Engineer, to prevent sedimentation of the detention/retention basin. Each sediment trap, or other sediment control measure, shall have a provision for total drainage.
 - b. Detention/retention basin floors shall be graded to drain either toward the outlet structure or other logical point. Basin floors shall not be flat.
 - c. Detention/retention basins in or adjacent to the residential area shall be located adjacent to a street or accessible common area. Basin sideslopes in the adjacent area(s) shall be designed and constructed in accordance with the requirements of the Detention/Retention Manual for human activity zones.
 - d. Rectangular basin shapes shall be avoided unless necessitated by recreational or visual amenities within the basin.
 - e. Vegetation shall be used as screening and/or security barrier for a minimum of ten percent of the basin perimeter.

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- f. All security barriers and screening for detention/retention basins shall meet Safe By Design guidelines.
27. Rain water harvesting must be conducted at this site per the requirements in Land Use Code (LUC) section 3.7.1.1.A, requiring that landscaping should accomplish natural resources conservation; LUC Section 3.7.4.3.B requiring integration of grading, hydrology and landscaping to make the maximum use of stormwater for on-site irrigation; and LUC Section 3.7.4.5.B requiring that stormwater and runoff harvesting be used to supplement drip irrigation for both new and preserved vegetation. Techniques to design and implement water harvesting are described in the City of Tucson Water Harvesting Guidance Manual. This document can be downloaded as a pdf file from the following website: <<http://dot.ci.tucson.az.us/stormwater/>>.

To comply with the above-referenced LUC sections, rainwater harvested from building roofs, sidewalks, and parking lots shall be employed to assist in supporting landscaped areas including parking lot tree wells, landscape buffers, sidewalk plantings, and other vegetation locations at the site. Site plans shall include Water Harvesting Plan & Detail sheet(s) showing all water harvesting locations at the site including common areas, perimeter buffer areas and any retention/detention basins and should include the length, width and finished depth of the water harvesting areas, curb openings, raised walkways, use of mulch, and drainage arrows showing runoff routing to each water harvesting area and information on where overflow will be routed. Consult the Office of Conservation and Sustainable Development prior to the development of water harvesting plans.

ROAD IMPROVEMENTS/VEHICULAR ACCESS/CIRCULATION

28. Access drive shall be located a minimum of 300 feet from the Campbell Avenue/Drexel Road intersection.
29. A sign shall be posted at the Drexel Road exit, reading “Watch for pedestrians and bicyclists”.
30. Applicant shall dedicate or verify the existence, of the east half right-of-way of Campbell Avenue per the MS&RP, including intersection widening.
31. Applicant shall dedicate or verify the existence, of the east half right-of-way of Drexel Road per the MS&RP, including intersection widening.
32. Applicant shall dedicate a 30-foot radius spandrel at the northwest corner of the site.
33. Applicant shall install additional lane pavement, curbs and sidewalks along Campbell Avenue and Drexel Road frontages of the site. Said improvements shall include necessary traffic signal modifications and pavement tapers beyond the limits of the site.

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34. Applicant shall provide an ADA accessible bus stop, a bus shelter pad, and connecting sidewalk. The bus shelter pad or new sidewalk shall connect directly to the back of curb as required by ADA to provide a stable wheelchair lift deployment area.

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AGREEMENT TO WAIVE ANY CLAIMS
AGAINST THE CITY FOR ZONING AMENDMENT

This agreement (“**Agreement**”) is entered into between _____, as the owner of the property described herein (“**Owner**”) and the City of Tucson (“**City**”) to waive any and all claims for diminution of value that may be based upon action by the City in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

The Owner is the holder of fee title to the property located at _____, Tucson, Arizona, (the “**Property**”) which is more fully described in the Owner’s application to the City in Case C9-09-04 and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted an application to the City requesting that the City rezone the Property. The Owner has requested this action because the Owner has plans for the development of the Property that require the rezoning. The Owner believes that the rezoning of the Property will increase the value and development potential of the Property, and that this outweighs any rights or remedies that may be obtained under A.R.S. §12-1134 et. seq.

By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property, as a result of the enactment of the zoning amendment in Case C9-09-04.

The Owner understands that City staff may propose, the Zoning Examiner may recommend and the Mayor and Council may adopt conditions to the requested zoning that limit the potential development of the Property. The Owner acknowledges that the rezoning and conditions are a single, integrated legislative approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw the rezoning application prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the zoning if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all adopted conditions to the requested zoning. If the Owner withdraws the application or does not effectuate the new zoning, this Agreement is null and void.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner’s choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

Upon execution, this Agreement shall be recorded in the Office of the Pima County Recorder.

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The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner in fee title of the Property. The Owner further agrees to indemnify and hold the City of Tucson, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon an alleged reduction of value of the Property as a result of the City’s action in Case C9-09-04.

Dated this _____ day of _____, 20__.

OWNER

By: _____

Subscribed and sworn to before me this _____ day of _____, 200__.

Notary Public

My Commission expires:

City of Tucson, an Arizona municipal
Corporation

By: _____
Department of Urban Planning and Design

This form has been approved by the City Attorney.