

RESOLUTION 2016-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND AMERICANA DEVELOPMENT & BUILDING CO., LLC.

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

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

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

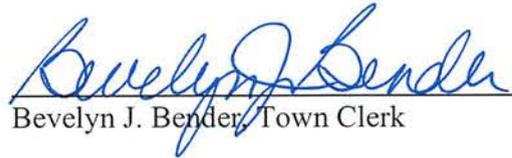
PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, August 18, 2016.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:



Linda M. Kavanagh, Mayor



Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:



Grady E. Miller, Town Manager



Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION 2016-15

[Development Agreement]

See following pages.

WHEN RECORDED RETURN TO:
Town of Fountain Hills
Attn: Town Clerk
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

DEVELOPMENT AGREEMENT
FOR
**COPPER RIDGE,
A SENIOR LIVING FACILITY
&
COMMERCIAL BUILDINGS**

TOWN OF FOUNTAIN HILLS, ARIZONA,
an Arizona municipal corporation

AND

AMERICANA DEVELOPMENT & BUILDING CO., LLC,
an Arizona limited liability company

August 18, 2016

**DEVELOPMENT AGREEMENT BETWEEN THE
TOWN OF FOUNTAIN HILLS AND
AMERICANA DEVELOPMENT & BUILDING CO., LLC**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) dated August 18, 2016, (the “Effective Date”) is made and entered into by and between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the “Town”) and AMERICANA DEVELOPMENT & BUILDING CO., LLC, an Arizona limited liability company (the “Developer”). The Town and Developer are sometimes referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

A. Developer has a real estate purchase contract for the acquisition of approximately 12.27 acres of that certain real property located at the northwest corner of Avenue of the Fountains and La Montana Drive, Fountain Hills, Arizona, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

B. It is the Developer’s intention to develop the Property as a senior residential, senior services, retail and office project, including but not limited to senior apartments, assisted living, memory care, medical rehabilitation, retail shopping areas, restaurants, medical / professional offices and related uses (the “Project”).

C. The Town desires that the Property be developed as an integral part of the Town Center area of Fountain Hills. The Town has determined that encouraging the development of the Property pursuant to this Agreement will result in significant planning, economic and other public purpose benefits to the Town and its residents by, among other things (i) the construction of public improvements, (ii) the development of the Property in a manner consistent with the Town’s General Plan, (iii) an increase in sales tax revenues to the Town arising from or relating to the development of the Property and (iv) the creation of new jobs and otherwise enhancing the economic welfare of the residents of the Town.

D. The Parties understand and acknowledge that the ultimate development of the Project on the Property is a project of such magnitude that the Developer requires assurances from the Town that the Developer will have the ability to complete the development of the Project as contemplated by this Agreement. The Parties further understand and acknowledge that the Town seeks assurances from the Developer that the Developer will complete the acquisition of the Property and thereafter develop the Project on the Property in accordance with the land use plan attached hereto as Exhibit B and incorporated herein by reference (the “Preliminary Land Use Plan”) and in accordance with a “Concept Plan” as required by Sections 2.04 and 2.05 of the Town’s Zoning Ordinance (the “Zoning Ordinance”) prepared by the Developer consistent with the Preliminary Land Use Plan and submitted for approval by the Town’s Planning and Zoning Commission (the “Commission”) and the Town Council of the Town of Fountain Hills (the “Town Council”), as hereinafter provided in this Agreement.

E. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, in order to facilitate the proper development of the Property by providing for, among other things (i) conditions, terms, restrictions and requirements for the Property by the Town and (ii) other matters related to the development of the Property. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introduction and recitals, the promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

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

2. Term. The Developer, its successors and assigns, shall have the right to implement development on the Property in accordance with this Agreement for a period of five years from the Effective Date, at which time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement or recording by or between the Parties (the “Term”); provided, however, that provisions of this Agreement that specifically survive the termination of this Agreement shall remain in full force and effect, subject only to the termination provisions herein specifically related thereto; provided further, however, that if Developer fails to completely fulfill any portion of its obligations as set forth in Section 6 below by the deadline for performance associated with each such obligation, this Agreement shall immediately terminate upon expiration of the applicable cure period without further act by the Town Council. This Agreement shall become effective only upon approval by the Town Council.

3. Land Use Plans.

3.1 Preliminary Land Use Plan. The Town hereby approves the Preliminary Land Use Plan attached hereto as Exhibit B. Developer acknowledges and agrees that such Preliminary Land Use Plan is intended to convey the overall land-use plan for the Project for the purposes of this Agreement, but it is not a “Concept Plan” as defined in the Zoning Ordinance. The Preliminary Land Use Plan includes, at a minimum: the layout, height, and percentage mix of uses for all buildings on the Project site; the locations and number of spaces, loading areas and basic site circulation of all Project parking areas; and architectural renderings showing general color pallets and building design. Notwithstanding the Town Council’s Approval of this Agreement, Developer must also receive approval by the Commission and Town Council of Concept Plans prepared in accordance with the Concept Plan requirements set forth in the Zoning Ordinance.

3.2 Concept Plan. The Concept Plan shall set forth the development standards, mix of uses and phasing for the Project that are consistent with the Intermediate Commercial Zoning District (“C-2”) zoning category provisions in the Zoning Ordinance, the

Town's General Plan designations for the Property and the Downtown Area Specific Plan, which Concept Plan may be approved or denied by the Commission in its sole discretion. Developer further agrees that, due to the nature of this Project, the Concept Plan shall be subject to additional review by the Town Council, which may approve or deny the Concept Plan in its sole discretion. The Developer agrees and understands that its efforts to prepare the documents necessary for the Concept Plan applications are undertaken at its own risk, and that the Developer may not rely upon this Agreement as any guarantee that the Commission or the Town Council will approve the Concept Plan. Further, once approved by the Town Council, the Concept Plan shall not be amended or modified without Town Council approval. At Developer's option, the Concept Plan may be submitted in three parts: submittal one will include the buildings and improvements shown in Phase 1 and Phase 2 of the Preliminary Land Use Plan; submittal two will include Phase 3a as shown on the Preliminary Land Use Plan; and submittal three will include Phase 3b as shown on the Preliminary Land Use Plan.

4. Approved Deviations for Zoning Ordinance Provisions. Unless specifically modified as set forth in this Agreement, the Project shall be developed according to the C-2 requirements of the Zoning Ordinance.

4.1 Parking Modifications. Except as specifically set forth in this Subsection, parking will be provided according to Section 7.04 of the Zoning Ordinance on a Project-wide basis. Parking shall be shared between phases throughout the Project; provided, however, that the shared parking necessary to meet requirements for Phase 3a shall be within 300 feet of the northernmost entry to the commercial/retail uses in Phase 3a.

A. Commercial Parking. The parking requirements in 7.04 of the Zoning Ordinance are hereby modified so that the overall number of commercial on-site parking spaces is reduced by 20%. Additionally, Developer may count, as part of the overall required on-site commercial parking requirement, the immediately-adjacent on-street parking spaces. Developer agrees that street parking is used for calculation purposes only and shall not be reserved or used exclusively for businesses within the Project. Further, in order to ensure that the street parking adjacent to the Project is not utilized for residential purposes, the Town may restrict the timing or type of parking permitted in such immediately-adjacent street areas.

B. Residential Parking. The parking requirements in 7.04 of the Zoning Ordinance are hereby modified so that the overall number of multiple-dwelling residential on-site parking spaces and guest parking spaces are reduced as follows: (i) for one-bedroom units, a reduction from 1.5 spaces per unit to 1.0 spaces per unit; and (ii) for two-bedroom units, a reduction from 2.0 spaces per unit to 1.5 spaces per unit; provided, however, that each residential unit shall have at least one dedicated, reserved parking space within 300' of such unit. Developer shall not include as part of the overall required on-site residential parking requirement the immediately-adjacent on-street parking spaces.

C. Street Parking. The Town will allow the use of diagonal street parking along the front of Phase 3a on La Montana Drive and parallel street parking

along Westby Drive in conjunction with Phase 3b, each as depicted in the Preliminary Land Use Plan. Developer will, at no cost to the Town, dedicate the property necessary for the La Montana Drive and Westby Drive parking areas to the Town upon completion of the parking lot improvements thereon and prior to issuance of a Certificate of Occupancy for any building in (i) Phase 3a, with respect to the La Montana Drive property, and (ii) Phase 3b, with respect to the Westby Drive property. Developer shall be permitted to count the new spaces constructed along La Montana Drive and Westby Drive, if any, as part of its commercial parking requirements for the Project.

D. Parking Lot Design Modification. The minimum parking lot setback from the property line required by Subsection 7.03(B)(6) of the Zoning Ordinance is hereby reduced from 10 feet to 3 feet along the Westby Drive frontage.

4.2 Public Art Requirement. Developer shall provide the required contribution to the public art required for the Project as set forth in Subsection 19.05(I) of the Zoning Ordinance (the “Public Art Requirement”). The Town shall consider both stand-alone art pieces and art integrated into the architectural features of the buildings within the Project, as determined by the Public Art Committee of the Fountain Hills Cultural and Civic Association (the “Public Art Committee”). Prior to commencement of construction for any building within the Project, Developer shall meet with the Public Art Committee to agree on the estimated total value of the proposed art pieces over the entire Project (broken into components related to each phase). Prior to issuing a Certificate of Occupancy for each phase of the Project, the Developer and Public Art Committee shall agree on the effective value of the art that has been installed and that which has been presented on upcoming phases of the Project. The Public Art Committee’s determinations under this Section shall not be unreasonably delayed or withheld. If the total value of the public art to be provided cumulatively with each phase of the Project is less than would have been required under the Public Art Requirement, then Developer shall provide a bond sufficient to cover any shortfall. If Developer has not provided the full value of the required artwork by the end of the last phase, the Developer shall issue a check for the difference to the Town to satisfy the Public Art Requirement prior to issuance of the final Certificate of Occupancy.

4.3 Special Use Permit. Section 12.03 of the Zoning Ordinance requires a Special Use Permit in the C-2 zoning district for (A) group homes for handicapped and elderly people, nursing homes, homes for the aged and convalescent homes and (B) multifamily residential dwellings. Accordingly, Developer’s plans for the Property require a special use permit for the Phase 1 and Phase 2 uses. The Special Use Permit requirement is hereby deemed satisfied by this Agreement so long as Developer provides notice as otherwise would be required pursuant to Subsection 2.02(D) of the Zoning Ordinance.

4.4 Cut Waiver. The prohibition in Subsection 5.03(D) of the Town’s Subdivision Ordinance against cuts in excess of 10 feet in height is hereby waived.

4.5 Height Increase. The requirements of Section 12.13 of the Zoning Ordinance are hereby modified to allow for the portion of the independent living building shown on Exhibit C, attached hereto and incorporated herein by reference, to exceed the height

limitation in Section 12.13, but in no event shall any portion of the building exceed 54' in height as measured from existing grade. Except as specifically modified in this Section, all height requirements of Section 12.13 shall apply.

5. Conditions to Town's Obligations. The Town shall not be required to take any action contemplated by this Agreement until Developer has fully performed its obligations as set forth in Sections 6.1 – 6.12 below.

6. Developer's Obligations. Developer shall perform all of its duties as set forth in this Section and according to the "Schedule of Performance" attached hereto as Exhibit D and incorporated herein by reference. Developer's failure to timely perform its obligations as set forth below shall constitute a breach of this Agreement and shall cause the immediate termination thereof as set forth in Section 2 above.

6.1 Zoning Adherence and Performance. Developer agrees to develop the Project in accordance with the C-2 zoning district (except as specifically modified in this Agreement) and the Concept Plans, as reviewed and approved or denied by the Commission in its sole discretion and then approved or denied by the Town Council in its sole legislative discretion. Developer agrees to accept and comply with any conditions associated with Concept Plan approval by the Town Council.

6.2 Acquisition of the Property. Developer agrees to complete the acquisition of the Property (close escrow and confirm ownership) for development of the Project not later than 230 days after the Effective Date.

6.3 Construction Documents. Developer shall prepare and submit to the Town for the Town's review and approval, the construction documents for the Project, as shown on Exhibit B, in accordance with the Schedule of Performance and the Town codes and ordinances.

6.4 Building Permits. Developer agrees and understands that no permits for the construction of the Project will be issued prior to Town Council approval of the Concept Plan. Developer shall secure all grading, building and construction permits, which may be required by the Town and any other governmental agency prior to starting any site grading or construction activities on the Property.

6.5 Construction on Property. Developer shall submit complete Construction Documents for the phases of the Project, receive building permits for vertical construction of the phases of the Project according to such construction documents and commence construction on the Project in accordance with the Schedule of Performance. For the purposes of this subsection, "commencement of construction" shall mean the mobilization of sufficient construction resources to the Property to complete the phases of the Project according to the Schedule of Performance and the Town's codes and ordinances. Developer further agrees and acknowledges that it shall not be permitted to begin physical construction on the Property until, and if, the Town Council approves the Concept Plan for the applicable portion of the Property.

6.6 Third Party Review and Inspection. Developer agrees and understands that the Town has concluded it lacks resources to provide plan review and inspection services within the review time periods Developer desires for the Project, causing the Town to require an outside consultant to perform the tasks on the Town's behalf. Developer will be required to pay the direct costs incurred by the Town resulting from its contract for the services of an outside firm to provide plan review and inspection in connection with the Project. The Town shall perform all plan review and inspections related to fire safety and planning and zoning; the Fountain Hills Sanitary District will perform all plan review and inspections related to sanitary sewer; and Epcor will perform all plan review and inspections related to the Project's potable water supply. If a third-party plan review and inspection firm is retained, Developer shall only be responsible to pay 10% of the Town's then-current building permit fee to cover the cost of the planning and zoning/landscape plan review and inspection. Developer shall be responsible for 100% of the cost of the plan review and inspection fees related to fire safety.

6.7 Traffic Study. Developer shall submit for review to the Town a traffic impact analysis prepared by a qualified professional identifying (A) the Project impacts on traffic circulation in the area surrounding the Project, including but not limited to the area bounded by Palisades Boulevard, Westby Drive, Avenue of the Fountains and La Montana Drive and (B) the Developer's proposed mitigation for the impacts identified (the "Traffic Study"). The Traffic Study shall be submitted to the Town and the mitigation agreed to between the Parties by not later than the first building permit issued for the Project, and the required mitigation for a Phase shall be completed prior to the first Certificate of Occupancy for such Phase.

6.8 Developer Public Improvements. Developer shall design and construct all public improvements associated with the Project including, but not limited to, street, sidewalk and landscaping improvements to Palisades Boulevard, La Montana Drive and Westby Drive. Developer shall also provide for drainage catch basins along the north and south sides of the Avenue of the Fountains, at locations reasonably acceptable to Developer and the Town, to allow for Avenue of the Fountains drainage to be conveyed through Developer's storm drainage system and for drainage flows from adjacent streets as deemed necessary by the Town Manager or authorized designee; provided, however that Developer shall not be required to provide detention for any such drainage. Upon completion and acceptance by the Town, Developer shall dedicate all such public improvements to the Town.

6.9 Phased Development. The Town acknowledges that Developer plans to develop the Property in four phases generally set forth in Exhibit B, as more particularly described in the Concept Plans as approved by the Town Council. The Town will review and approve the public infrastructure needs of each phase (the "Public Infrastructure Improvements") as part of its approval of the construction documents of each phase. The Developer shall construct or cause to be constructed and installed any and all portions of the Public Infrastructure Improvements. The Town Engineer may require that the Developer construct portions of the Public Infrastructure Improvements not directly related to the phase being constructed by the Developer if, in the Town Engineer's sole discretion, he determines that the construction sequence requested by the Developer will be detrimental to the Town or to the public.

6.10 Infrastructure Assurance. the Developer shall provide the Town with an irrevocable letter of credit or performance/payment bonds in such form and amount as required by the Town Attorney and Town Engineer to ensure that the installation of Public Infrastructure Improvements necessary for development of the Property or other Public Infrastructure Improvements directly related to such building permit or permits will be completed (the “Public Infrastructure Assurances”). The Public Infrastructure Assurances shall be required for a phase of the Project at the time permits are requested for any construction on that phase of the Project.

6.11 Dedication and Acceptance. Upon completion by Developer of any Infrastructure Improvements, the Developer shall promptly (A) notify the Town in writing of the presumptive completion of such Infrastructure Improvements and (B) dedicate to the Town, at no cost to the Town, such Infrastructure Improvements free and clear of all liens and encumbrances and in accordance with Town standards applicable to such dedication and acceptance. So long as such Infrastructure Improvements are constructed in accordance with Town standards, as verified by the inspection of the completed Infrastructure Improvements by the Town Engineer, all punch list items have been completed and the Infrastructure Improvements are free of any liens and encumbrances, the Town shall accept the Infrastructure Improvements. The Town shall notify the Developer, in writing, of the Town’s acceptance of the Infrastructure Improvements. Acceptance of any Infrastructure Improvement is expressly conditioned upon Developer providing a warranty for such Infrastructure Improvement consistent with Town standards and as provided in Section 6.12 below. Subject to the limitation set forth below, after acceptance of any Infrastructure Improvements, the Town thereafter shall maintain, repair and operate such Infrastructure Improvements at its own cost, which obligation shall survive any termination of this Agreement. Developer, at no cost to Town, shall dedicate, convey or obtain, as applicable all rights-of-way, rights of entry, easements and/or other use rights, wherever located, as useful or necessary for the operation and maintenance of the Infrastructure Improvements as required by the Town.

6.12 Warranty. Developer or its assignee shall give to the Town a one-year warranty for all Infrastructure Improvements or other such warranty as required by the Town Engineer, which warranty shall begin on the date that the Town accepts the Infrastructure Improvements as provided in this Section. Any material deficiencies in material or workmanship identified by Town staff during the one-year warranty period shall be brought to the attention of the Developer or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the Town Engineer. Continuing material deficiencies in a particular portion of the Infrastructure Improvements shall be sufficient grounds for the Town to require (A) an extension of the warranty for an additional one-year period and (B) the proper repair of or the removal and reinstallation of, that portion of the Infrastructure Improvements that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Developer agrees to repair any damage to the Infrastructure Improvements caused by Developer’s construction activities on the Property. Nothing contained herein shall prevent the Town or Developer from seeking recourse against any other third party for damage to the Infrastructure Improvements caused by such third party.

7. Default. If either Party fails to perform any obligation, and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default (the "Cure Period"). In the event of such default, the non-defaulting Party may terminate this Agreement and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as part of the Cure Period as may be reasonably necessary under the circumstances, provided the defaulting Party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such Cure Period exceed 60 days.

8. General.

8.1 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (A) delivered to the Party at the addresses set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Town: Town of Fountain Hills
16705 East Avenue of the Fountains.
Fountain Hills, Arizona 85268
Attn: Town Manager

With a copy to: GUST ROSENFELD, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Developer: Americana Development & Building Co., LLC
1920 East 3rd Street, Suite 14
Tempe, Arizona 85281
Attn: Dan Carter

With a copy to: DAN CARTER
18710 Ravenwood Drive
Perris, California 92570

TIFFANY & BOSCO, P.A.
Camelback Esplanade II, Seventh Floor
2525 East Camelback Road
Phoenix, AZ 85016-9240
Attn: Michael E. Tiffany

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed

received: (A) when delivered to the Party; (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

8.2 Amendment. No amendment or waiver of any provision in this Agreement will be binding (A) on the Town unless and until it has been approved by the Town Council and has become effective or (B) on Developer unless and until it has been executed by an authorized representative.

8.3 Headings; References. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the meaning of any provision or the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

8.4 Time of the Essence. Time is of the essence with regard to performance under the terms and provisions of this Agreement, and any amendment, modification or revision thereof, with respect to the actions and obligations of each person bound by the terms hereof.

8.5 Attorney's Fees. If either Party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other Party of any of the terms hereof, the losing Party shall pay to the prevailing Party reasonable attorney's fees, costs and expenses, including expert witness fees, incurred in connection with the prosecution or defense of such action. For the purpose of this Agreement, the terms "attorney's fees, costs and expenses" shall mean the fees and expenses of counsel to the Parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees, costs and expenses" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

8.6 Recordation. This Agreement shall be recorded in its entirety in the Maricopa County Recorder's Office not later than 10 days after it is fully executed by the Developer and the Town.

8.7 Choice of Law, Venue and Attorneys' Fees. The laws of the State of Arizona shall govern any dispute, controversy, claim or cause of action arising out of or related to this Agreement. The venue for any such dispute shall be Maricopa County, Arizona, and each Party waives the right to object to venue in Maricopa County for any reason. Neither Party shall be entitled to recover any of its attorneys' fees or other costs from the other Party incurred in any such dispute, controversy, claim, or cause of action, but each Party shall bear its own attorneys'

fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

8.8 Good Standing; Authority. Each Party represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona with respect to Developer, or a municipal corporation within Arizona with respect to the Town and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

8.9 Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors in interest and assigns.

8.10 Third Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

8.11 No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties hereto in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each Party hereto shall be considered a separate owner, and no Party hereto shall have the right to act as an agent for another Party hereto, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

8.12 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of any breach shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant, or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

8.13 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

8.14 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

8.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

8.16 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last date of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any

obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time, Phoenix, Arizona) on the last day of the applicable time period provided herein.

8.17 Conflict of Interest. Pursuant to ARIZ. REV. STAT. § 38-503 and § 38-511, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of ARIZ. REV. STAT. § 38-511.

8.18 Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the Parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

8.19 Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the Parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

8.20 Estoppel Certificate. Upon Developer's written request, the Town will execute, acknowledge and deliver to Developer and all parties identified by Developer, including without limitation assignees, transferees, tenants, purchasers, investors, lenders, and mortgagees, a written statement certifying (A) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating modifications) and (B) whether there are any existing breaches or defaults by Developer then known to the Town under this Agreement, and if so, specifying the same. The Town will deliver the statement to Developer or such requesting party within 15 days after request. The Town acknowledges that any such assignee, transferee, tenant, purchaser, investor, lender, or mortgagee may rely upon such statement as true and correct.

[SIGNATURES ON FOLLOWING PAGES]

“Developer”

AMERICANA DEVELOPMENT & BUILDING CO., LLC
an Arizona limited liability company

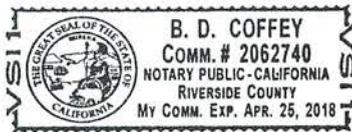
By: 

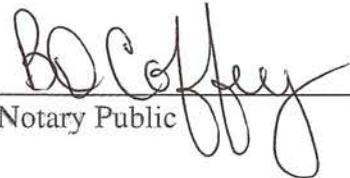
Dan Carter, Managing Member

(ACKNOWLEDGMENT)

Calif.
STATE OF ARIZONA *BDC*)
Riverside) ss.
COUNTY OF MARICOPA *BDC*)

On Aug 14, 2016, 2016, before me personally appeared Dan Carter, the Managing Member of AMERICANA DEVELOPMENT & BUILDING CO., LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of such company.





Notary Public

(Affix notary seal here)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On Aug. 14, 2016 before me, B.D. Coffey Notary Public
(insert name and title of the officer)

personally appeared Daniel Helm Carter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B.D. Coffey (Seal)

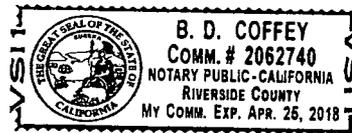


EXHIBIT A
TO
DEVELOPMENT AGREEMENT
FOR THE FOUNTAIN HILLS SENIOR LIVING FACILITY & COMMERCIAL BUILDINGS
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AMERICANA DEVELOPMENT & BUILDING CO., LLC

[Legal Description of the Property]

**EXHIBIT A-1
LEGAL DESCRIPTION
BASHAS INC. PARCEL – (APN 176-07-853)**

THE LAND REFERRED TO HEREON IS SITUATED IN THE TOWN OF FOUNTAIN HILLS, COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PARKVIEW AVENUE AND LA MONTANA DRIVE AS SHOWN ON FOUNTAIN HILLS CORRECTED FINAL PLAT NO. 208, EXHIBIT "A", IN DOCKET 9768, PAGES 659 AND 660, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE CENTERLINE OF SAID LA MONTANA DRIVE SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST, 92.00 FEET;

THENCE NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST, 42.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF SAID LA MONTANA DRIVE BEING 84.00 FEET IN WIDTH;

THENCE ALONG SAID RIGHT-OF-WAY SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST, 454.00 FEET TO THE BEGINNING OF A TANGENT CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 47.12 FEET, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF A ROAD MORE COMMONLY KNOWN AS AVENUE OF THE FOUNTAINS BEING 180.00 FEET IN WIDTH;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST, 820.00 FEET TO THE BEGINNING OF A TANGENT CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 78.54 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY OF A ROAD MORE COMMONLY KNOWN AS WESTBY DRIVE BEING 84.00 FEET IN WIDTH;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 20 DEGREES 38 MINUTES 08 SECONDS EAST, 1052.00 FEET TO THE BEGINNING OF A TANGENT CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 78.54 FEET, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF A ROAD MORE COMMONLY KNOWN AS PALISADES BOULEVARD BEING 110.00 FEET IN WIDTH;

THENCE ALONG SAID RIGHT-OF-WAY SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST, 800.00 FEET TO THE BEGINNING OF A TANGENT CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND AN ARC LENGTH OF 78.54 FEET, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF A ROAD MORE COMMONLY KNOWN AS LA MONTANA DRIVE BEING 84.00 FEET IN WIDTH;

THENCE ALONG SAID RIGHT-OF-WAY SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST, 618.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

EXCEPT ALL MINERALS AS RESERVED IN PATENT FROM THE UNITED STATES OF AMERICA; AND

EXCEPT ALL GAS, COAL, UNDERGROUND WATER AND MINERALS, AS RESERVED IN DEED RECORDED IN DOCKET 13354, PAGE 94, RECORDS OF MARICOPA COUNTY, ARIZONA; AND

EXCEPT THAT PORTION OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PALISADES BOULEVARD AND LA MONTANA DRIVE AS SHOWN ON FOUNTAIN HILLS CORRECTED FINAL PLAT NO. 208 PER EXHIBIT A IN DOCKET 9768, PAGES 659 AND 660, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE CENTERLINE OF SAID PALISADES BOULEVARD NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST, A DISTANCE OF 622.00 FEET;

THENCE SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST, A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PALISADES BOULEVARD, BEING 110.00 FEET IN WIDTH, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST, A DISTANCE OF 820.00 FEET;

THENCE SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 580.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID LA MONTANA DRIVE BEING 84 FEET IN WIDTH;

THENCE NORTH 20 DEGREES 28 MINUTES 08 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID LA MONTANA DRIVE, A DISTANCE OF 770.00 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG SAID CURVE AND WESTERLY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 78.54 FEET

TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALISADES BOULEVARD, BEING 110 FEET IN WIDTH;

THENCE NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 530.00 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF PALISADES BOULEVARD AND LA MONTANA DRIVE;

THENCE ALONG THE CENTERLINE OF SAID PALISADES BOULEVARD NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST, A DISTANCE OF 622.00 FEET;

THENCE SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST, A DISTANCE OF 55.00 FEET IN THE SOUTHERLY RIGHT-OF-WAY OF SAID PALISADES BOULEVARD BEING 110.00 FEET IN WIDTH;

THENCE CONTINUING SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST, A DISTANCE OF 227.08 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY LINE OF FOUNTAIN HILLS PLAZA PLAT;

THENCE SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 60.11 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 48 SECONDS EAST, A DISTANCE OF 0.17 FEET TO A POINT, SAID POINT BEING THE NORTHWEST BUILDING CORNER;

THENCE SOUTH 69 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 168.04 FEET TO A POINT, SAID POINT BEING THE NORTH EAST BUILDING CORNER;

THENCE SOUTH 20 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 0.32 FEET;

THENCE SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 69.85 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 15.08 FEET;

THENCE SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 227.00 FEET;

THENCE SOUTH 47 DEGREES 33 MINUTES 47 SECONDS EAST, A DISTANCE OF 26.93 FEET;

THENCE SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST, A DISTANCE OF 30.00 FEET, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF LA MONTANA DRIVE BEING 84.00 FEET IN WIDTH;

THENCE SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST, 236.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF LA MONTANA DRIVE;

THENCE NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST, A DISTANCE OF 282.00 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 26.75 FEET;

THENCE NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST, A DISTANCE OF 69.80 FEET;

THENCE NORTH 20 DEGREES 37 MINUTES 18 SECONDS EAST, A DISTANCE OF 0.32 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST BUILDING CORNER;

THENCE NORTH 69 DEGREES 24 MINUTES 56 SECONDS WEST, A DISTANCE OF 168.13 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST BUILDING CORNER;

THENCE SOUTH 20 DEGREES 38 MINUTES 48 SECONDS WEST, A DISTANCE OF 0.17 FEET;

THENCE NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST, A DISTANCE OF 60.07 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID FOUNTAIN HILLS PLAZA PLAT;

THENCE NORTH 20 DEGREES 38 MINUTES 08 SECONDS EAST, ALONG SAID WESTERLY BOUNDARY LINE A DISTANCE OF 204.17 FEET, TO THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WESTBY DRIVE AND PALISADES BOULEVARD AS MONUMENTED BY A TOWN OF FOUNTAIN HILLS BRASS CAP FLUSH, FROM WHICH A TOWN OF FOUNTAIN HILLS BRASS CAP FLUSH MONUMENTING THE CENTERLINE OF WESTBY DRIVE LIES SOUTH 20 DEGREES 38 MINUTES 11 SECONDS WEST, A DISTANCE OF 1,040.58 FOR THE BASIS OF BEARING;

THENCE SOUTH 69 DEGREES 21 MINUTES 41 SECONDS EAST ALONG THE MONUMENT LINE OF PALISADES BOULEVARD, A DISTANCE OF 337.21 FEET;

THENCE LEAVING SAID MONUMENT LINE SOUTH 20 DEGREES 38 MINUTES 19 SECONDS WEST, A DISTANCE OF 55.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PALISADES BOULEVARD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 69 DEGREES 21 MINUTES 41 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 20 DEGREES 39 MINUTES 36 SECONDS WEST, A DISTANCE OF 819.90 FEET;

THENCE SOUTH 69 DEGREES 21 MINUTES 41 SECONDS EAST, A DISTANCE OF 153.25 FEET;

THENCE SOUTH 20 DEGREES 28 MINUTES 11 SECONDS WEST, A DISTANCE OF 34.00 FEET;

THENCE NORTH 69 DEGREES 21 MINUTES 41 SECONDS WEST, A DISTANCE OF 178.27 FEET;

THENCE NORTH 20 DEGREES 39 MINUTES 36 SECONDS EAST, A DISTANCE OF 853.90 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S DESCRIPTION:

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 1 AS SHOWN BY FOUNTAIN HILLS PLAZA, BOOK 997, PAGE 27, RECORDS OF MARICOPA COUNTY; THENCE SOUTH 20 DEGREES 38 MINUTES 08 SECONDS WEST 302.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTH WESTERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 47.12 FEET;

THENCE NORTH 69 DEGREES 21 MINUTES 52 SECONDS WEST 820.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTH EASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 78.54 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 08 SECONDS EAST 1052.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 78.54 FEET;

THENCE SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST 245.19 FEET;

THENCE SOUTH 20 DEGREES 39 MINUTES 25 SECONDS WEST 853.90 FEET;

THENCE SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST 178.27 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 00 SECONDS EAST 34.00 FEET;

THENCE SOUTH 69 DEGREES 21 MINUTES 52 SECONDS EAST 426.86 FEET TO THE POINT OF BEGINNING.

CONTAINED WITHIN SAID BOUNDS, 533,463 SQUARE FEET, 12.247 ACRES.

EXHIBIT B
TO
DEVELOPMENT AGREEMENT
FOR THE FOUNTAIN HILLS SENIOR LIVING FACILITY & COMMERCIAL BUILDINGS
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AMERICANA DEVELOPMENT & BUILDING CO., LLC

[Preliminary Land Use Plan]

See following pages.

AMERICANA Development & Building Co., LLC

Fountain Hills Senior Community

Preliminary Land Use Plan



1920 E. 3rd Street, Suite 14,
Tempe, AZ 85281

FOUNTAIN HILLS SENIOR APARTMENTS
 PRELIMINARY LAND USE PLAN
 FOR AMERICANA DEVELOPMENT & BUILDING CO., LLP
 THE TOWN OF FOUNTAIN HILLS
 CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
 FOUNTAIN HILLS, AZ

PRELIMINARY



Sheet Matrix

General Information		Assisted Services Building	
G-1	Cover Page	A-10	ASB - South Elevation
G-2	Project Narrative	A-11	ASB - 1 st Floor Plan
		A-12	ASB - 2 nd Floor Plan
A-1	Site Plan	A-13	Rotunda (Public Art)
A-2	South Site Elevation (Bldg. Height Profile)	A-14	Finish Materials
Clubhouse		Landscape	
A-3	Clubhouse Elevation	L-1	Landscape Plan
A-4	Clubhouse Floorplan	L-2	Plant Materials
Independent Living Building (IL)		Civil	
A-5	IL - South Building Elevation	C-1	Cover Sheet
A-6	IL - West Building Elevation (Resident Entry)	C-2	Site Layout Plan
A-7	IL - Floorplan (4 Floors 1 Sheet)	C-3	Site Circulation Plan
A-8	IL - Roof Plan	C-4	Grading Plan
A-9	IL - Building Section	C-5	Drainage Plan
		C-6	Wet Utility Plan
		C-7	Phasing Plan

PROJECT TEAM:



Coe and Van Loo, LLC
4550 N. 12th Street
Phoenix, AZ 85014
phone 602.264.6831
fax 602.264.0928
web www.cvlci.com

Civil Engineering
Water Systems
Wastewater Treatment
Land Planning
Energy
Land Survey
Landscape Architecture
Construction Management



RITOCH-POWELL & Associates
602-263-1177
www.ritochpowell.com



T.S. VOELKER
ARCHITECTURE
14988 SAND CANYON AVE.
STUDIO 2
IRVINE, CA 92618
(949) 451-0300

HEADWATERS



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 212 SOUTH MONTEZUM STREET
 PRESCOTT, AZ 86303
 928-776-7180

G - 1



Fountain Hills Senior Community Project Narrative

Project Narrative:

- General Information – The project will develop the current 12.24 acres of C-2 zoned property for a mixed-use development with senior residential, assisted living, commercial, professional and retail uses. The project will be developed in 4 phases and utilize shared parking throughout. Public Art will be distributed across all 4 of the project phases.
- Phase 1 - Independent Senior Living Building & Clubhouse
 - Residential Building
 - 4 Story; Type V, 1 hour construction
 - 1 & 2 bedroom residential senior apartments
 - Size of building is 133,000 Square feet
 - Building Footprint is 35,000 Square Feet
 - Residential units are 136
 - Building height is 46 feet (within the 40 foot height limit)
 - Parking
 - Parking Variance being sought through Development Agreement
 - 1 Bedroom Units: 1.0 per unit plus .25 for guests per unit = 120
 - 2 Bedroom Units: 1.5 per unit plus .25 for guests per unit = 70
 - Common/commercial (barber / salon): 2 per chair = 4
 - Uses include various gathering spaces, hair salon, and community kitchen.
 - Clubhouse – Support Building for residents
 - 1 Story; Type V, 1 hour construction
 - Size of building is 17,000 Square Feet
 - Parking: No commercial use. Parking is included in IL building counts.
 - Uses Include – offices, theater, restaurant/bar, gym & lockers, pool/spa, multi-purpose room, library, etc.
 - Public Art elements
 - Utility Building
 - 1 Story; Type II, 2 hour construction
 - Uses Include Central Plant, pool equipment, workshop and storage
 - Resident Park Space
 - Approximately 2 acres
 - Serves as a storm water detention basin
- Uses include exercise paths, gardens, dog park, putting/chipping greens, bocce ball, etc.
- Phase 2 – Assisted Services Building
 - 2 Story, Type II building construction
 - Size of building is 80,000 Square Feet
 - Building Footprint is 40,000 Square Feet
 - Assisted Living 60 units
 - Memory Care and Physical Rehabilitation 52 beds
 - Parking
 - I. Assisted Living 60 Units 1 per 4 beds = 15
 - II. Memory Care and Physical Rehabilitation contain 52 beds 1 per 4 beds = 13
- Phase 3A – Retail Center
 - Conceptual Space Allocation Only
 - 1 story, type II Building Construction
 - Up to 12,000 Square Feet
 - Parking
 - Diagonal on-street parking plus rear parking
 - Assumes 20% building circulation, storage & utility
 - 1 parking place per 240 S.F. = 38
 - Final design dependent on parking availability
 - Outdoor dining under Rotunda
 - Public Art adjacent on corner
- Phase 3B – Commercial, Medical / Professional Offices and/or Retail Building
 - Conceptual Space Allocation Only
 - 2 Story, Type II Building Construction
 - Up to 30,000 Square Feet
 - Parking
 - Assumes 20% building circulation, storage & utility
 - 1 parking place per 250 Square Feet = 96
 - Final design dependent on parking availability
 - Public Art adjacent

FOUNTAIN HILLS SENIOR APARTMENTS
PRELIMINARY LAND USE PLAN
FOR AMERICANA DEVELOPMENT & BUILDING CO., LLP

THE TOWN OF FOUNTAIN HILLS
CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
FOUNTAIN HILLS, AZ

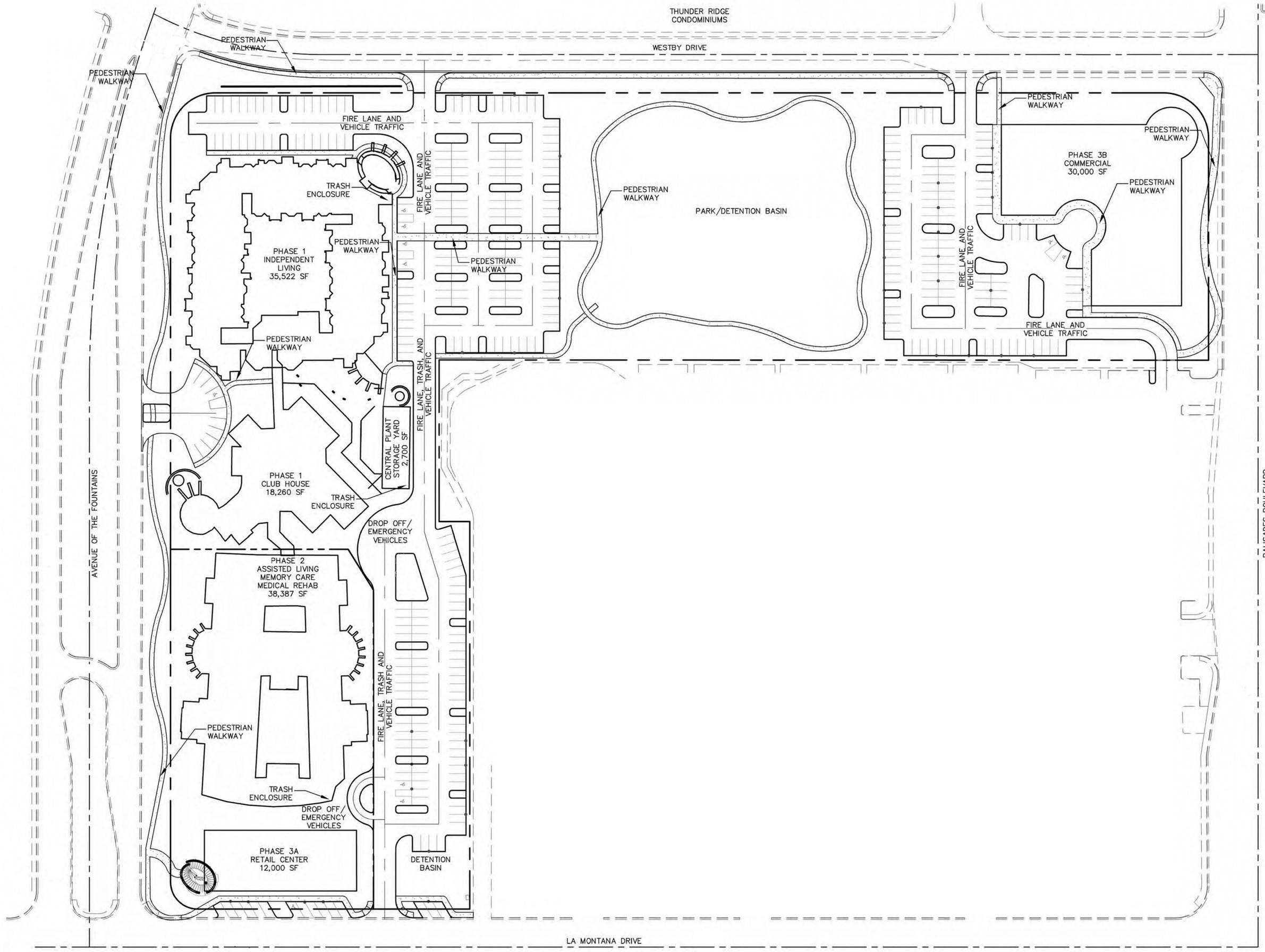
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5/23/16

G - 2



**FOUNTAIN HILLS SENIOR APARTMENTS
PRELIMINARY LAND USE PLAN**

FOR AMERICANA DEVELOPMENT & BUILDING CO., LLP
THE TOWN OF FOUNTAIN HILLS
CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
FOUNTAIN HILLS, AZ

PRELIMINARY

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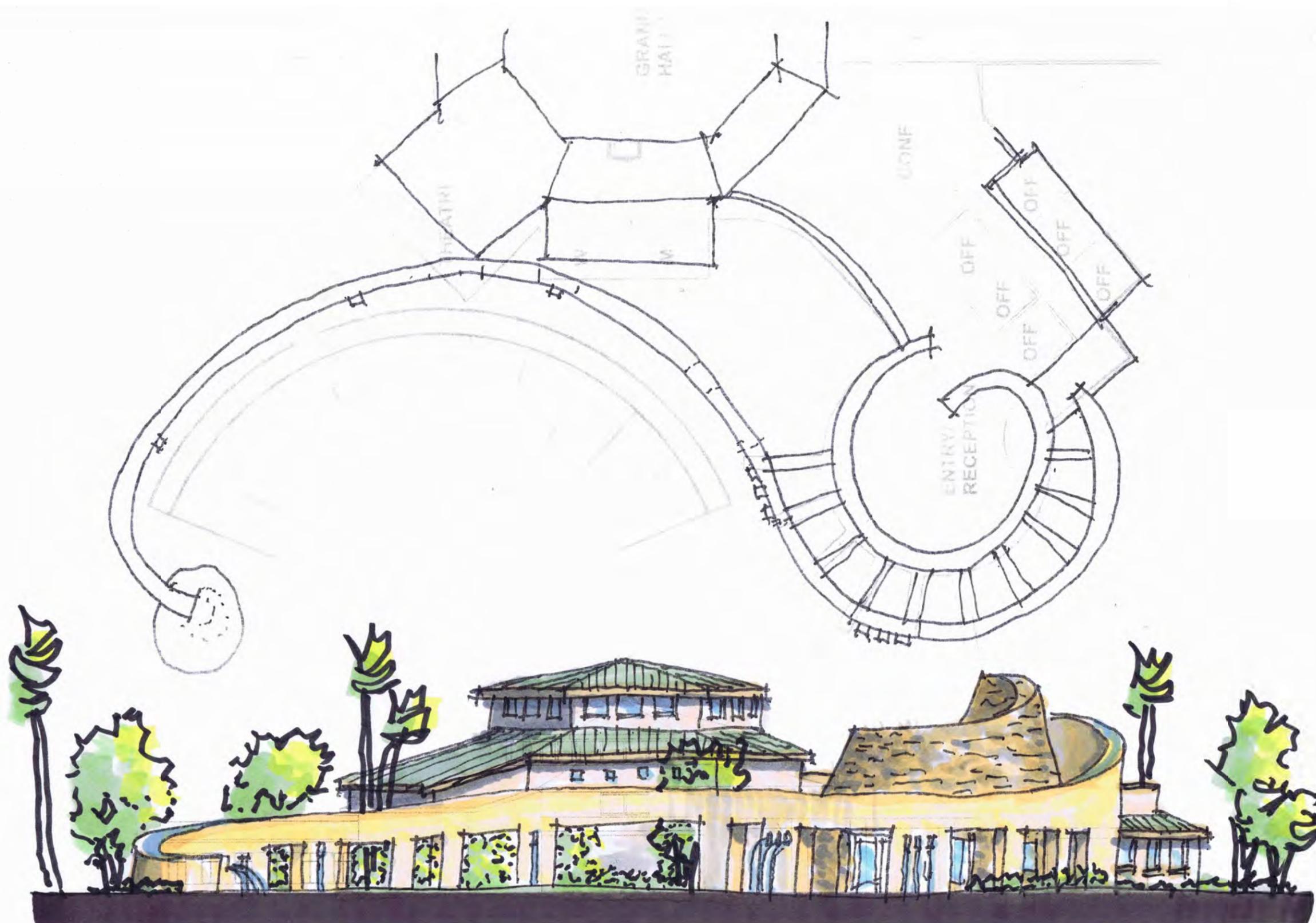


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A - 1



Club House - South Elevation



**FOUNTAIN HILLS SENIOR APARTMENTS
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THE TOWN OF FOUNTAIN HILLS
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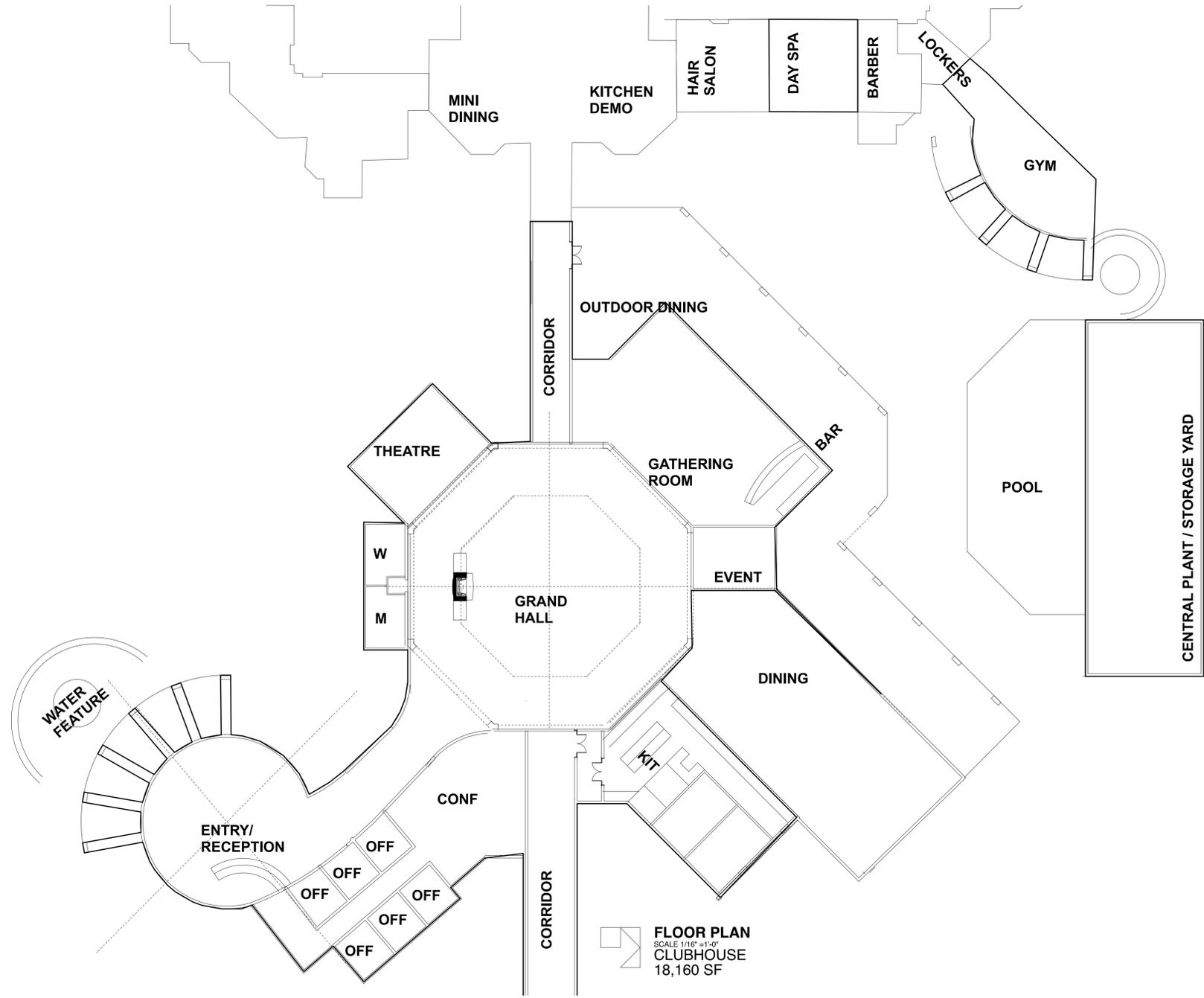
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A - 3

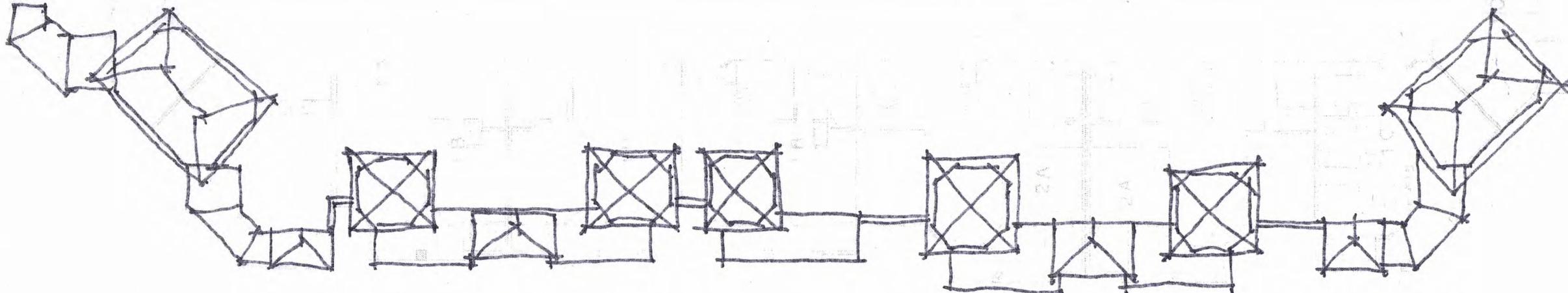


FLOOR PLAN
 SCALE 1/16" = 1'-0"
 CLUBHOUSE
 18,160 SF

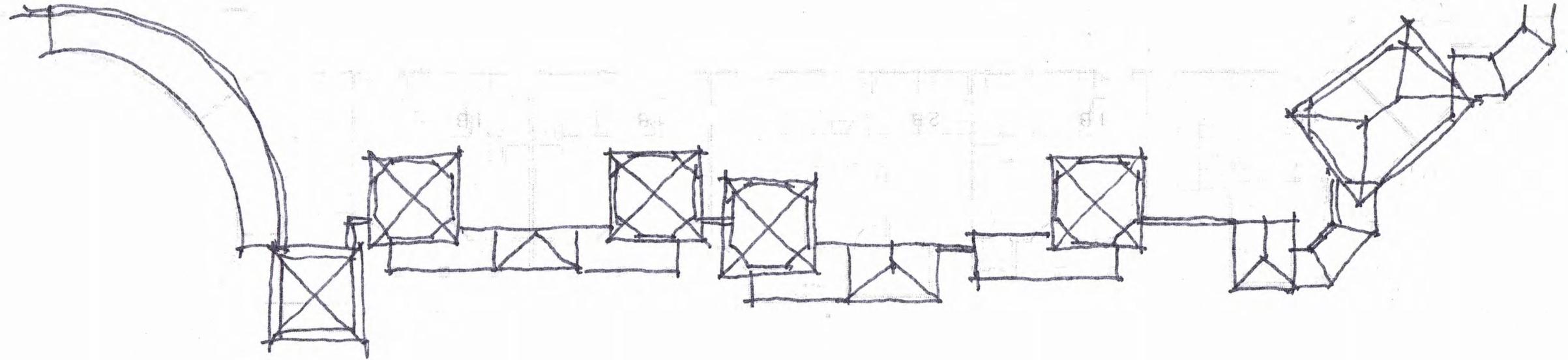


PRELIMINARY





IL Building - South Elevation



IL Building - West Elevation



FOUNTAIN HILLS SENIOR APARTMENTS
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 THE TOWN OF FOUNTAIN HILLS
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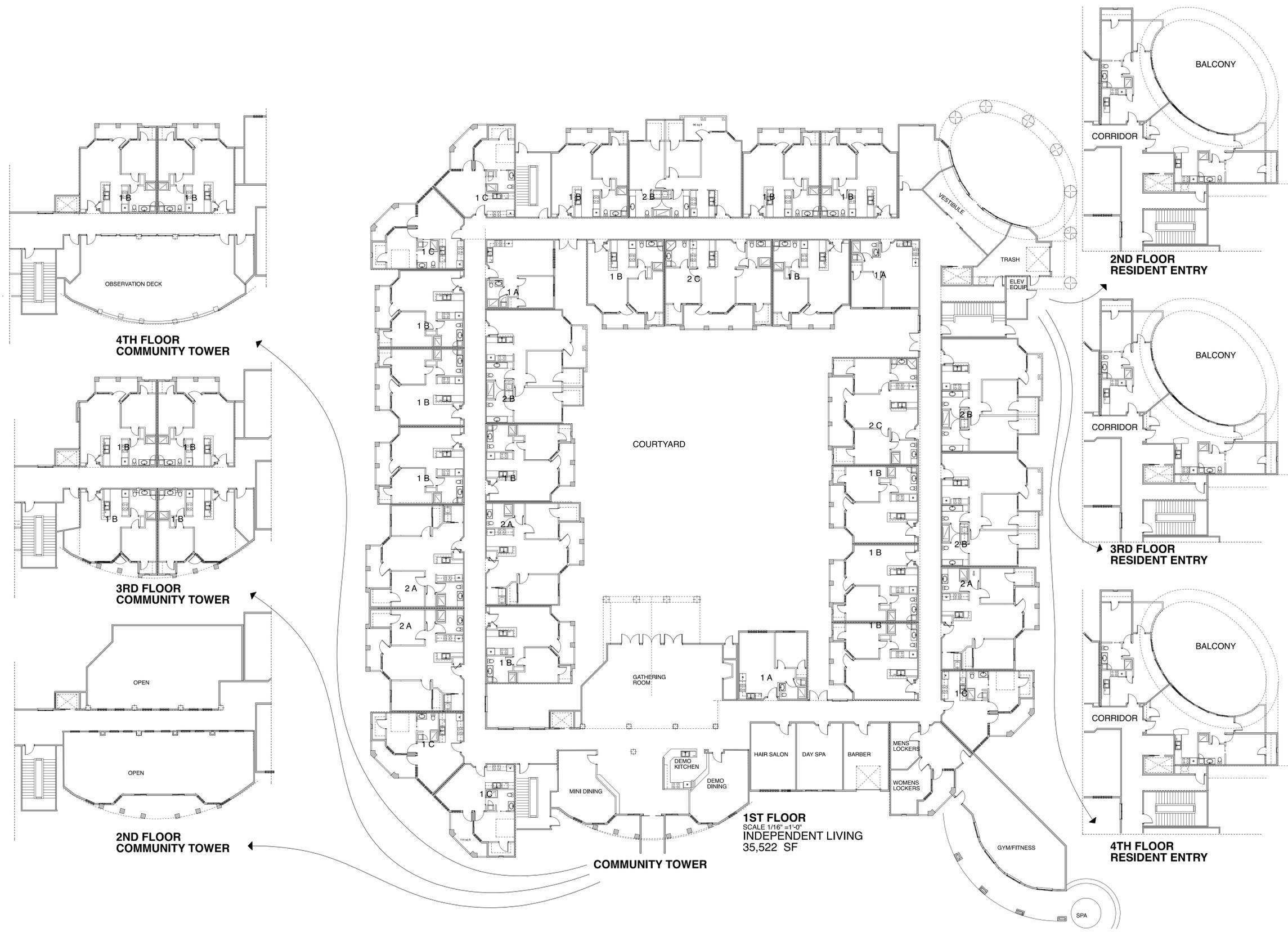
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A - 7





**FOUNTAIN HILLS SENIOR APARTMENTS
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THE TOWN OF FOUNTAIN HILLS
CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
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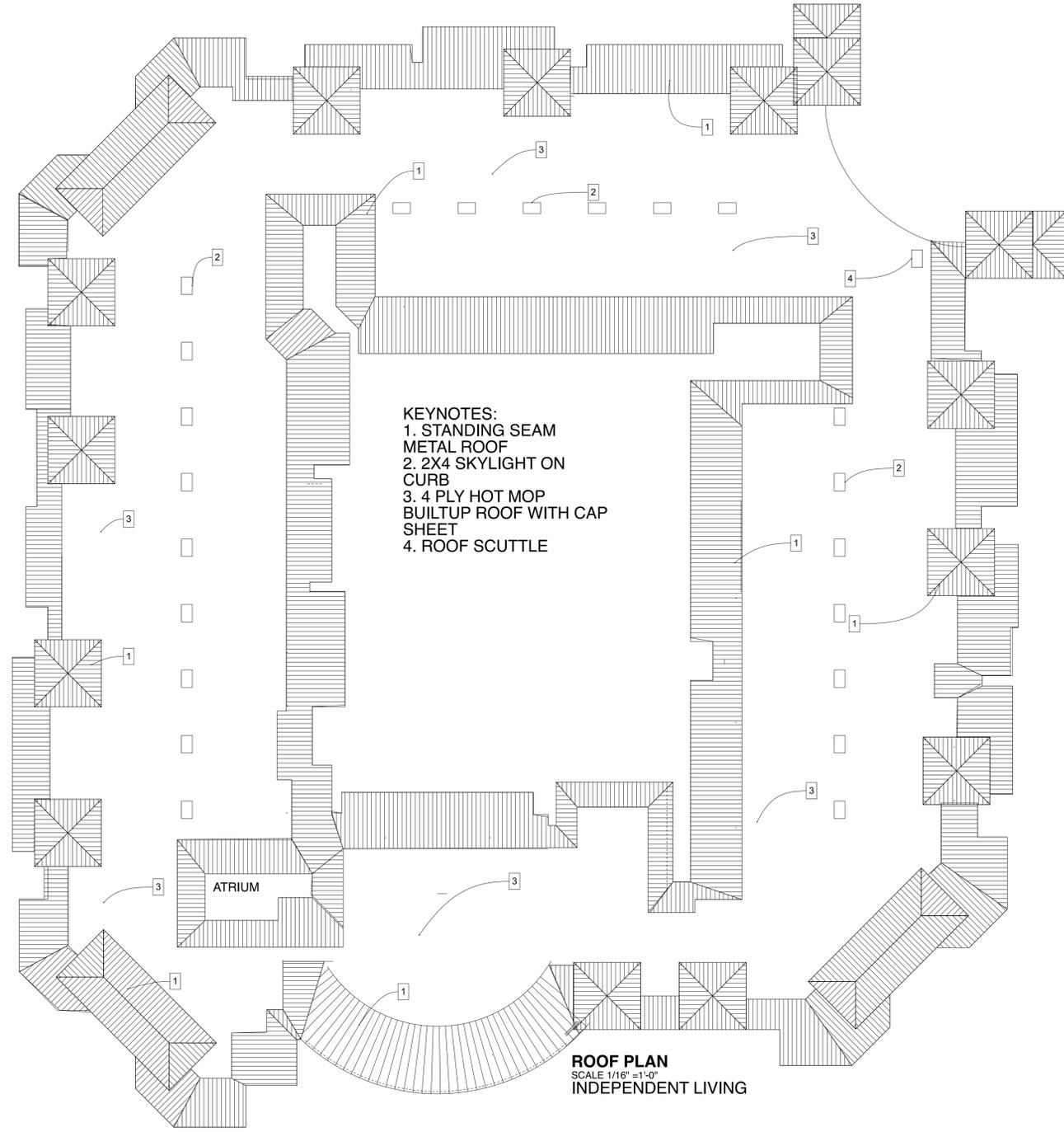
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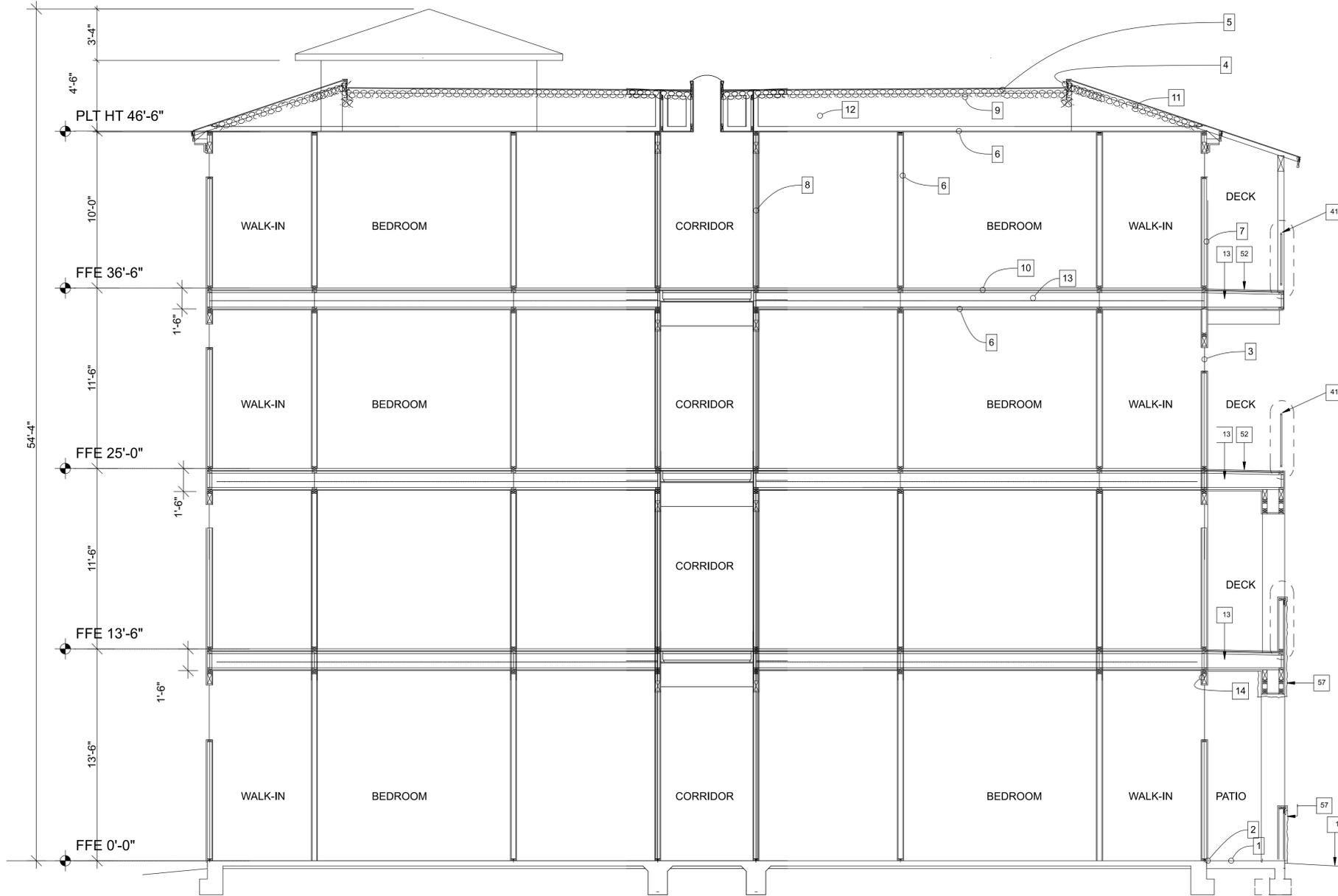
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A - 8





SECTION NOTES

- | | | | |
|----|---|----|---|
| 1 | FINISH GRADE. | 31 | 2X SOLID BLOCK |
| 2 | WEEPSCREEN. | 32 | 2X6 STUDS @ 16" O.C. |
| 3 | WINDOW | 33 | WATERPROOF DECKING MATERIAL SLOPED 1/4" PER FOOT MIN. |
| 4 | CANT STRIP | 34 | T BAR CEILING. |
| 5 | BUILT UP ROOFING (CLASS B ROOF) | 35 | DOOR. REFER TO DOOR SCHEDULE FOR HARDWARE REQ.. |
| 6 | 5/8" TYPE "X" GYPSUM BOARD. TYPE V-1 HR. CONSTRUCTION THROUGHOUT. | 36 | JOIST UNDER PARALLEL WALLS |
| 7 | STUCCO | 37 | AIR HANDLER. |
| 8 | R-11 BATT INSULATION IN ALL PARTY WALLS AND UNCONDITIONED SPACES | 38 | ELEVATOR HOIST. PROVIDE SLEEVE BY MANUFACTURER TO PREVENT OIL LEAKAGE. |
| 9 | R-19 BATT INSULATION AT ALL CEILINGS NEXT TO ROOF AND AT ALL FLOOR AREAS UNDER LIVING SPACES WHICH OCCURE OVER UNCONDITIONED SPACES AND FILL ALL VOIDS BETWEEN RAFT. WITH CLASS 1 INSULATION. | 39 | 1/2" PLYWOOD CRICKET. SLOPE 1/8" PER FOOT MIN. TO ROOF DRAINS. |
| 10 | 1 1/2" LIGHT WEIGHT GYP CRETE | 40 | ATTIC AREA DRAFT STOP |
| 11 | 2X RAFTERS SEE FRAMING PLAN | 41 | 42" HIGH GUARDRAIL |
| 12 | 2X4 ROOF TRUSSES @ 16" O.C. DESIGN BY OTHERS | 42 | BALLOON FRAMING |
| 13 | FLOOR TRUSSES AT 16" O.C. (SLOPED 1/4" PER FOOT TO DRAIN) | 43 | SKYLITE |
| 14 | FLUSH BEAM SEE FRAMING PLAN | 44 | 2X SOLID BLOCKING. 8" MAX. O.C. |
| 15 | DROP BEAM SEE FRAMING PLAN | 45 | CONDENSER UNIT PROVIDE RUBBER PAD MOUNTS FOR SOUND. NORMAL PLATE LINE. |
| 16 | HEADER SEE FRAMING PLAN | 46 | 2" SAND FILL. REFERE TO SOILS REPORT FOR ADDITIONAL REQ.. |
| 17 | DOUBLE 2X TOP PLATE MIN. SPLICE 4' SEE DETAIL | 47 | FLOOR TRUSSES. REFER TO FLOOR FRAMING PLANS. |
| 18 | 2X PRESSURE TREATED SILL PLATE AT CONCRETE. | 48 | ROOF HATCH. BILCO "S" TYPE OR EQUAL. |
| 19 | 1/2" THICK PLYWOOD ROOF SHEATHING | 49 | ATTIC VENT. SEE ROOF PLAN FOR SIZE AND LOCATION. |
| 20 | 3/4" THICK PLYWOOD FLOOR SHEATHING | 50 | COMPOSITION SHINGLE ROOFING ON 30# FELT. |
| 21 | METAL HANGER | 51 | DECK SHEATHING LIGHTWEIGHT CONCRETE 1500 PSI. SLOPED 1/4" MIN. PER FOOT TO DRAIN. |
| 22 | 2X FASCIA | 52 | STEEL LADDER TO ROOF. STEEL TUBE RUNGS AT 12" O.C. |
| 23 | 2X BARGE RAFTER | 53 | TRUSS BLOCKING. |
| 24 | 4" THICK CONCRETE SLAB OVER VAPOR BARRIER | 54 | ROOF DRAIN AND OVERFLOW. CAST IRON PIPEING TO ROOF DRAIN. |
| 25 | CONCRETE FOOTING SEE FOUNDATION PLAN | 55 | R-38 BATT INSULATION AT ROOF |
| 26 | PARTY WALL FRAMING STC 50 MIN. RATING | 56 | STONE VENEER ON SCRATCH COAT ON ALTH ON TYVEK ON 1/2" OSB |
| 27 | 2X SOFFIT FRAMING @ 16 O.C. | 57 | |
| 28 | 2X4 STUDS @ 16" O.C. | | |
| 29 | 2X6 STUDS @ 16" O.C. | | |
| 30 | 3X4 STUDS @ 16" O.C. TYPICAL AT FIRST FLOOR ONLY. | | |

SECTION 4 STORY INDEPENDENT LIVING APARTMENTS

SCALE 1/4" = 1'-0"

FOUNTAIN HILLS SENIOR APARTMENTS
PRELIMINARY LAND USE PLAN
 FOR AMERICANA DEVELOPMENT & BUILDING CO., LLP
 THE TOWN OF FOUNTAIN HILLS
 CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
 FOUNTAIN HILLS, AZ

PRELIMINARY

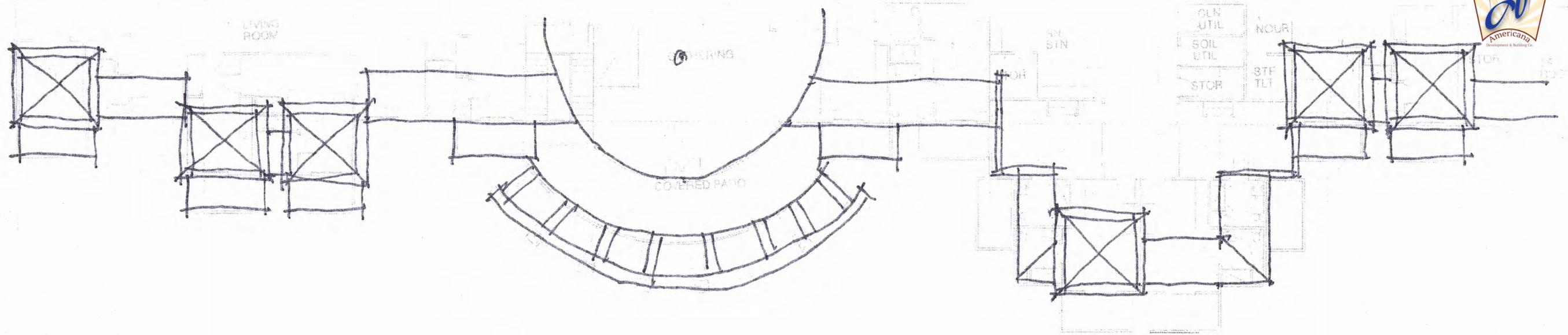
HEADWATERS



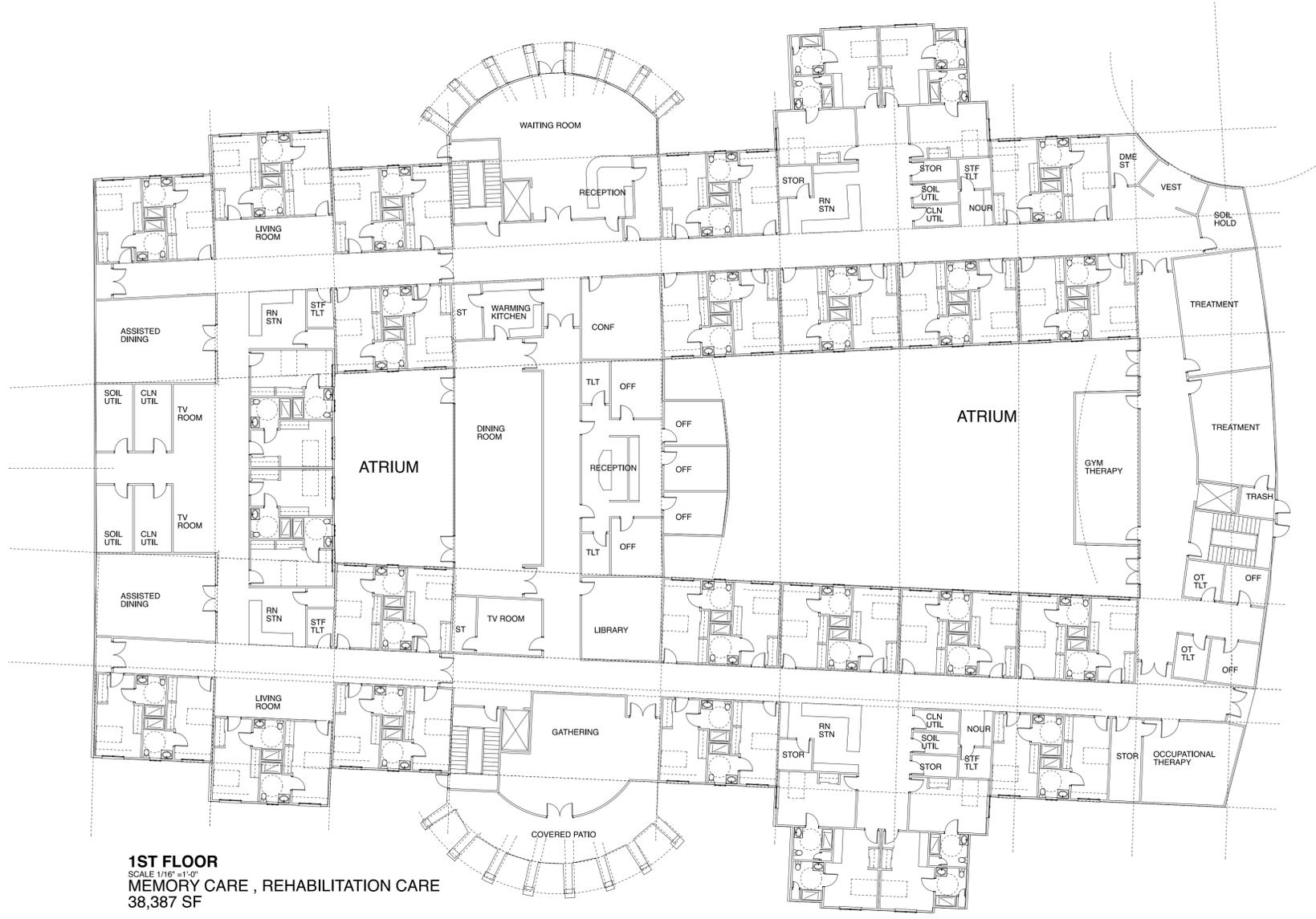
ARCHITECTURE P.C.
 212 SOUTH MONTEZUM STREET
 PRESCOTT, AZ 86303
 928-776-7180

5/23/16

A - 9



Assisted Living Building - South Elevation



1ST FLOOR
 SCALE 1/16" = 1'-0"
 MEMORY CARE, REHABILITATION CARE
 38,387 SF

FOUNTAIN HILLS SENIOR APARTMENTS
PRELIMINARY LAND USE PLAN
 FOR AMERICANA DEVELOPMENT & BUILDING CO., LLP

THE TOWN OF FOUNTAIN HILLS
 CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
 FOUNTAIN HILLS, AZ

PRELIMINARY

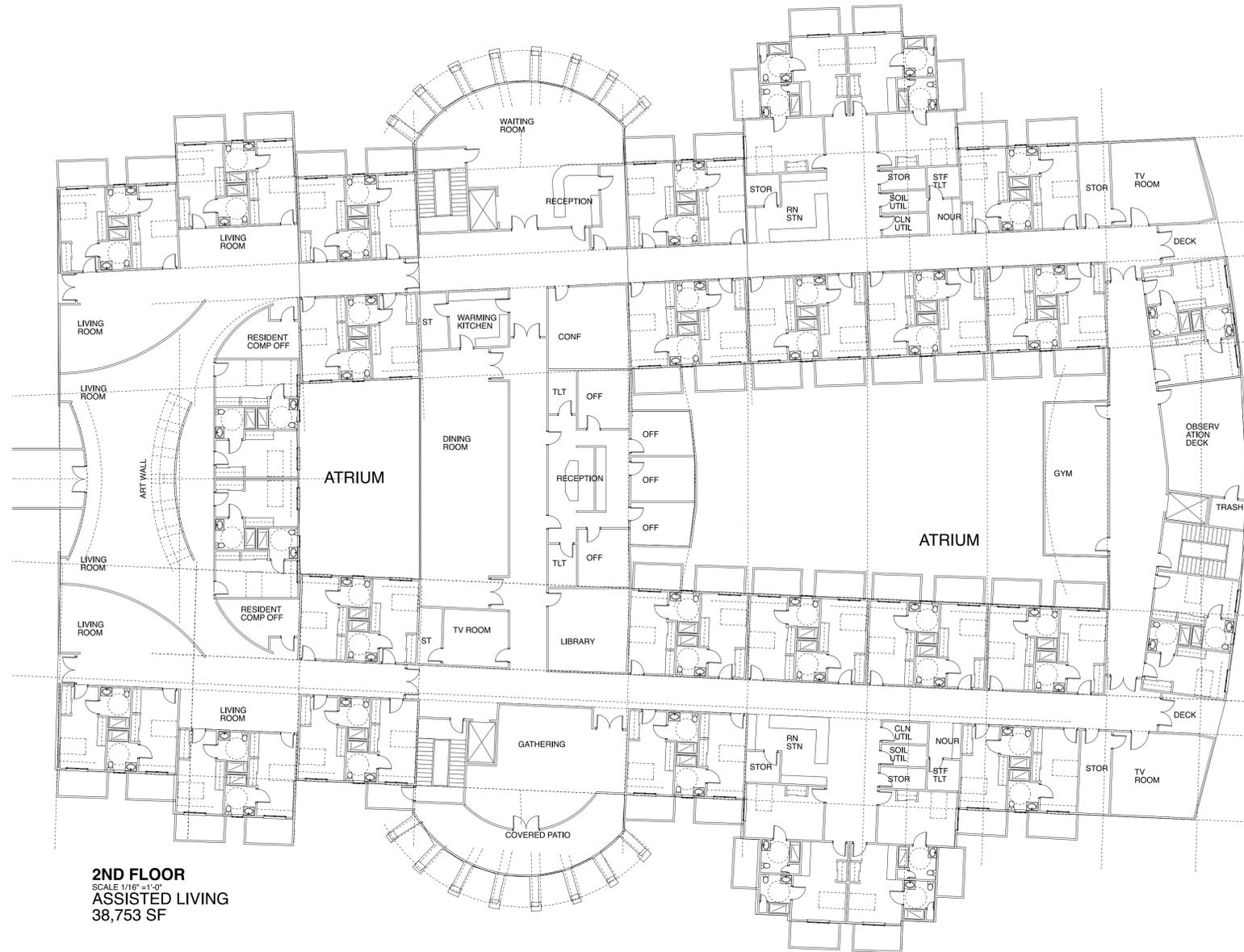
HEADWATERS



ARCHITECTURE P.C.
 212 SOUTH MONTEZUM STREET
 PRESCOTT, AZ 86303
 928-776-7180

A - 11

5/23/16



2ND FLOOR
 SCALE 1/16" = 1'-0"
 ASSISTED LIVING
 38,753 SF

FOUNTAIN HILLS SENIOR APARTMENTS
PRELIMINARY LAND USE PLAN
 FOR AMERICANA DEVELOPMENT & BUILDING CO., LLP

THE TOWN OF FOUNTAIN HILLS
 CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
 FOUNTAIN HILLS, AZ

PRELIMINARY

HEADWATERS



ARCHITECTURE P.C.
 212 SOUTH MONTEZUM STREET
 PRESCOTT, AZ 86303
 928-776-7180

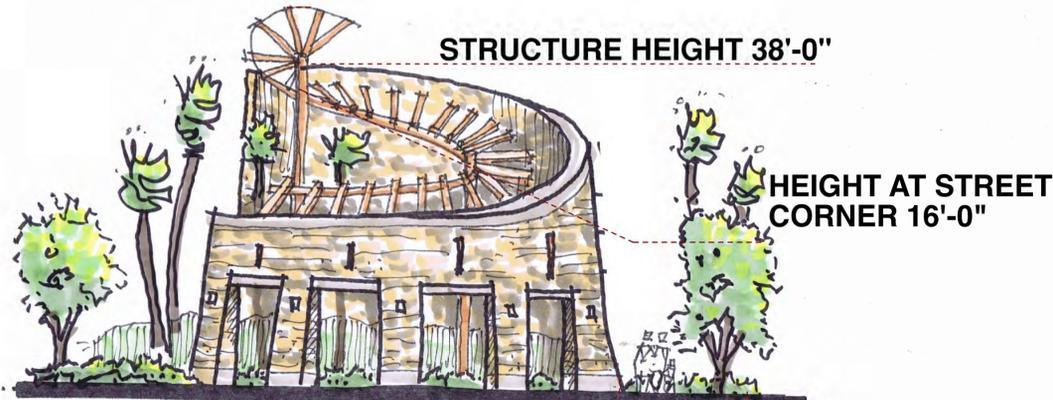
5/23/16

A - 12



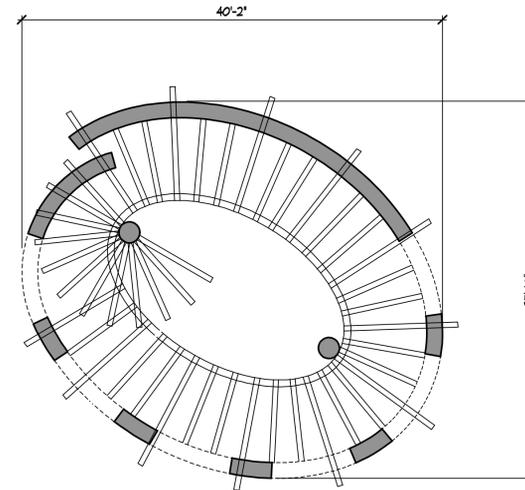
**FOUNTAIN HILLS SENIOR APARTMENTS
PRELIMINARY LAND USE PLAN**
FOR AMERICANA DEVELOPMENT & BUILDING CO., LLP
THE TOWN OF FOUNTAIN HILLS
CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
FOUNTAIN HILLS, AZ

**ROTUNDA ANGLES AWAY FROM
LA MONTANA DRIVE AS THE
STRUCTURE RISES**



ROTUNDA

EDGE OF SIDE WALK EDGE OF SIDE WALK LA MONTANA DRIVE



THE ROTUNDA

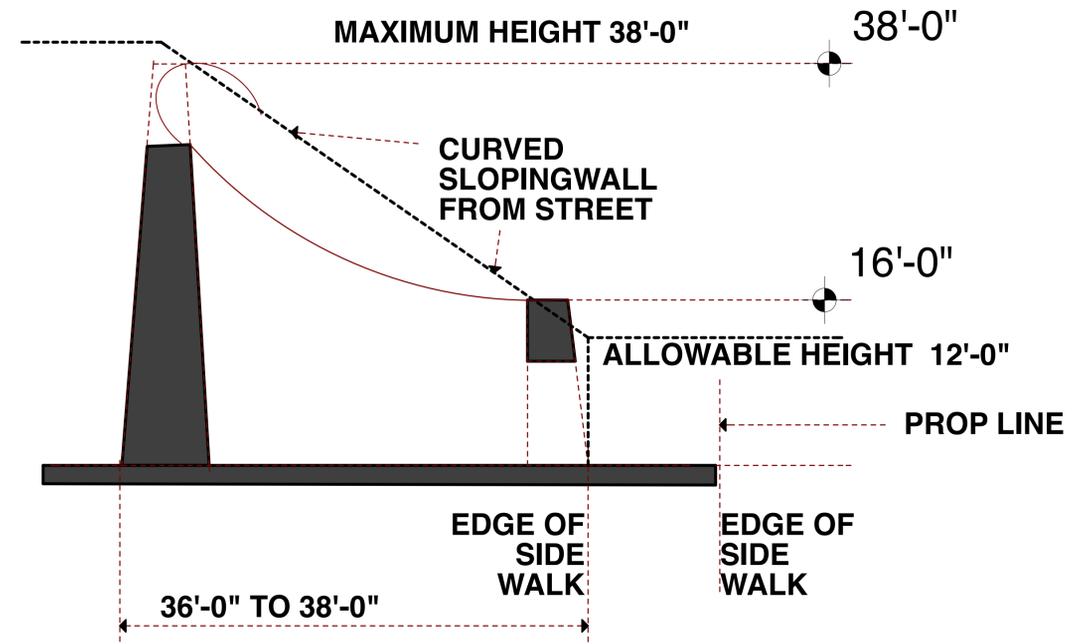
FOUNTAIN HILLS, AZ



I.S. VOELKER
ARCHITECTURE
1000 SAND CANYON AVENUE
SUITE 200
AVON, CA 94701
925-941-0000

SCALE 1/4" = 1'-0" BY 5-8-2016

MAXIMUM HEIGHT ALLOWED 40'-0"



TYP SECTION
ROTUNDA

PRELIMINARY

HEADWATERS



ARCHITECTURE P.C.
212 SOUTH MONTEZUM STREET
PRESCOTT, AZ 86303
928-776-7180

5/23/16



Standing Seam Metal Roof -

- Bunger Steel Inc.
- Colony Green
- TSR: 36



Typical Building Elevation

Paint 1
Sundew

Paint 4
Dapper Dan

Paint 3
Tatami Tan

Paint 2
Wool Skein



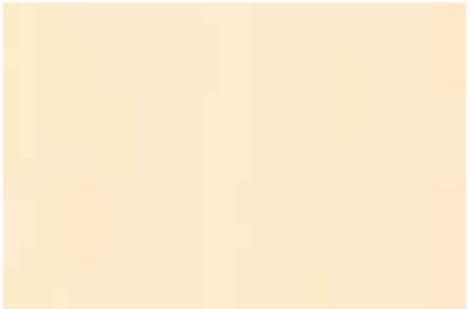
Raked Stucco

OR



Stone -

- Telluride Natural Stone
- Fossil Canyon Blend



Paint 1 -

- Sherman-Williams
- 7688 - Sundew



Paint 2 -

- Sherman-Williams
- 6148 - Wool Skein



Paint 3 -

- Sherman-Williams
- 6116 - Tatami Tan



Paint 4 -

- Sherman-Williams
- 6144 - Dapper Dan



**FOUNTAIN HILLS SENIOR APARTMENTS
PRELIMINARY LAND USE PLAN**
FOR AMERICANA DEVELOPMENT & BUILDING CO., LLP
THE TOWN OF FOUNTAIN HILLS
CORNER OF AVENUE OF THE FOUNTAINS AND LA MONTANA DRIVE
FOUNTAIN HILLS, AZ

HEADWATERS



ARCHITECTURE P.C.
212 SOUTH MONTEZUM STREET
PRESCOTT, AZ 86303
928-776-7180

5/23/16

OWNER / DEVELOPER
 AMERICANA DEVELOPMENT
 AND BUILDING COMPANY
 1920 E 3RD STREET
 SUITE 14
 TEMPE, AZ 85281
 CONTACT: DAN CARTER

LANDSCAPE ARCHITECT
 TIMOTHY STARKEY

COE AND VAN LOO, LLC
 4550 N 12TH STREET
 PHOENIX, AZ 85014
 PHONE: 602.264.6831
 EMAIL: TSTARKEY@CVLCI.COM

PROJECT INFORMATION
FOUNTAIN HILLS
SENIOR LIVING
PRELIMINARY
LANDSCAPE PLAN

AVENUE OF THE FOUNTAINS &
 WESTBY DRIVE
 FOUNTAIN HILLS, ARIZONA
 CVL JOB 07.02798.02



REVISION HISTORY

05.23.16	- 1ST SUBMITTAL
07.01.16	- 2ND SUBMITTAL

SEAL & ISSUE

DESIGN: TS
 DRAWN: RG
 CHECK: TS, ES

DISCIPLINE: LANDSCAPE ARCHITECTURE



PLANT SCHEDULE

	STREET TREE PARKINSONIA FLORIDA / PALO VERDE PROSOPIS X 'PHOENIX' TM / HYBRID MESQUITE UNGNADIA SPECIOSA / MEXICAN BUCKEYE	24"BOX 36"BOX 15 GAL	
	TRANSITIONAL TREE CHAMAEROPS HUMILIS / MEDITERRANEAN FAN PALM PARKINSONIA X 'DESERT MUSEUM' / DESERT MUSEUM PALO VERDE PHOENIX DACTYLIFERA / DATE PALM PROSOPIS GLANDULOSA / HONEY MESQUITE	15 GAL 24"BOX 24"BOX 24"BOX	
	ACCENT AND PATIO TREES CAESALPINIA CACALACO / CASCALOTE SOPHORA SECUNDFLORA / TEXAS MOUNTAIN LAUREL X CHITALPA TASHKENTENSIS / CHITALPA	15 GAL 15 GAL 15 GAL	
	POOL TREES CAESALPINIA CACALACO SMOOTHIE (TM) / THORNLESS CASCALOTE CHAMAEROPS HUMILIS / MEDITERRANEAN FAN PALM PHOENIX DACTYLIFERA / DATE PALM	15 GAL 15 GAL 15 GAL	
	CFH NON-ABUTTING STREET LANDSCAPING ABRONIA VILLOSA / DESERT SAND VERBENA CAESALPINIA PULCHERRIMA / RED BIRD OF PARADISE CARNEGIEA GIGANTEA / SAGUARO DASYLIRON ACROTRICHE / TOOTHLESS SOTOL ESCHSCHOLZIA CALIFORNICA MEXICANA / CALIFORNIA POPPY FOUQUIERIA SPLENDENS / OCOTILLO HESPERALOE PARVIFLORA 'YELLOW SUN' / YELLOW SUN YUCCA SENNA COVESII / DESERT SENNA YUCCA GLORIOSA / SPANISH DAGGER ZINNIA ANGUSTIFOLIA 'CLASSIC' / ZINNIA	1 GAL 5 GAL 5 GAL 5 GAL 1 GAL 5 GAL 5 GAL 5 GAL 5 GAL 1 GAL	
	TRANSITIONAL LANDSCAPING ABRONIA VILLOSA / DESERT SAND VERBENA ALOE ARBORESCENS / TREE ALOE EREMOPHILA X 'SUMMERTIME BLUE' / EMU BUSH LANTANA MONTEVIDENSIS 'NEW GOLD' / TRAILING LANTANA PACHYCREUS MARGINATUS / TOTEM POLE CACTUS RUELLIA BRITTONIANA / BLUE BELLS TECOMA STANS 'GOLD STAR' / YELLOW BELLS	1 GAL 5 GAL 5 GAL 1 GAL 5 GAL 5 GAL 5 GAL	
	GARDEN LAVANDULA X 'REGAL SPLENDOR' / REGAL SPLENDOR LAVENDER MYRTUS COMMUNIS / COMMON MYRTLE ORIGANUM X 'AMETHYST FALLS' / WINTER SWEET OREGANO ROSMARINUS OFFICINALIS / ROSEMARY	5 GAL 1 GAL 1 GAL 5 GAL	

	POOL FRIENDLY PLANTS CYCAS REVOLUTA / JAPANESE SAGO PALM EUPHORBIA RIGIDA / YELLOW SPURGE MYOPORUM X 'PACIFICUM' / MYOPORUM PEDILANTHUS MACROCARPUS / SLIPPER PLUMBAGO SCANDENS 'SUMMER SNOW' TM / WILD PLUMBAGO
	COURTYARD PLANTS ASPARAGUS SPRENGERI / ASPARAGUS FERN BOUGAINVILLEA X 'BARBARA KARST' / BARBARA KARST BOUGAINVILLEA EUPHORBIA RIGIDA / YELLOW SPURGE LANTANA X 'NEW GOLD' / NEW GOLD LANTANA MYOPORUM X 'PACIFICUM' / MYOPORUM PEDILANTHUS MACROCARPUS / SLIPPER
	DOG PARK TURF CYNODON DACTYLON '419 HYBRID' / BERMUDA GRASS

LIGHTING SCHEDULE

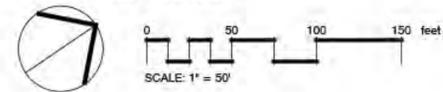
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	PEDESTRIAN BOLLARD PATHWAY LIGHTING
	DECORATIVE POLE-MOUNTED AREA LIGHTS, MAX 12' HIGH
	ARCHITECTURAL UPLIGHTING
	TREE LIGHTING (COMBINATION OF UPLIGHT AND DOWNLIGHT)
	SIGNAGE UPLIGHTS

NOTES:

PROJECT GROSS AREA: 12.39 ACRES
 ZONE: C2
 TOTAL LANDSCAPE: 4.3 ACRES
 TOTAL TREES PROVIDED: 372

ALL PLANTING AREAS SHALL RECEIVE DECOMPOSED GRANITE MULCH PER CFH STANDARD.

PLANTINGS IN THE SIGHT VISIBILITY TRIANGLE SHALL MEET THE CITY OF FOUNTAIN HILL'S STANDARDS FOR VISIBILITY AND CLEARANCE.

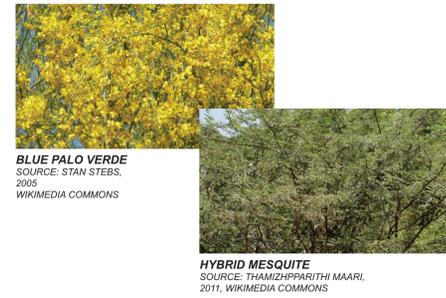


DOCUMENT INFORMATION: Document Creation Date: June 30, 2016 Document Last Saved By: Rachel B Document Last Saved On: June 30, 2016 File Name: N:\07\02798\02\Cadd\PRELIMINARY\CONCEPT - Color.dwg File Size: 0.89 MB
 PRINTED INFORMATION: Printed By: Rachel Glass Printer: Paper Size: Plot Orientation: Portrait Plot Scale: 0.0000E+99 Plot Style Table: ---
 SHEET SET INFORMATION: Sheet Set Name: Sheet Set Sheet Set Description: ---

PLANT SCHEDULE

	STREET TREE PARKINSONIA FLORIDA / PALO VERDE 24"BOX PROSOPIS X 'PHOENIX' TM / HYBRID MESQUITE 36"BOX UNGNADIA SPECIOSA / MEXICAN BUCKEYE 15 GAL
	TRANSITIONAL TREE CHAMAEROPS HUMILIS / MEDITERRANEAN FAN PALM 15 GAL PARKINSONIA X 'DESERT MUSEUM' / DESERT MUSEUM PALO VERDE 24"BOX PHOENIX DACTYLIFERA / DATE PALM 24"BOX PROSOPIS GLANDULOSA / HONEY MESQUITE 24"BOX
	ACCENT AND PATIO TREES CAESALPINIA CACALACO / CASCALOTE 15 GAL SOPHORA SECUNDFLORA / TEXAS MOUNTAIN LAUREL 15 GAL X CHITALPA TASHKENTENSIS / CHITALPA 15 GAL
	POOL TREES CAESALPINIA CACALACO SMOOTHIE (TM) / THORNLESS CASCALOTE 15 GAL CHAMAEROPS HUMILIS / MEDITERRANEAN FAN PALM 15 GAL PHOENIX DACTYLIFERA / DATE PALM 15 GAL
	CFH NON-ABUTTING STREET LANDSCAPING ABRONIA VILLOSA / DESERT SAND VERBENA 1 GAL CAESALPINIA PULCHERRIMA / RED BIRD OF PARADISE 5 GAL CARNEGIEA GIGANTEA / SAGUARO 5 GAL DASYLIRION ACROTRICHE / TOOTHLESS SOTOL 5 GAL ESCHSCHOLZIA CALIFORNICA MEXICANA / CALIFORNIA POPPY 1 GAL FOQUIERIA SPLENDENS / Ocotillo 5 GAL HESPERALOE PARVIFLORA 'YELLOW SUN' / YELLOW SUN YUCCA 5 GAL SENNA COVESII / DESERT SENNA 5 GAL YUCCA GLORIOSA / SPANISH DAGGER 5 GAL ZINNIA ANGUSTIFOLIA 'CLASSIC' / ZINNIA 1 GAL
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	GARDEN LAVANDULA X 'REGAL SPLENDOUR' / REGAL SPLENDOUR LAVENDER 5 GAL MYRTUS COMMUNIS / COMMON MYRTLE 1 GAL ORIGANUM X 'AMETHYST FALLS' / WINTER SWEET OREGANO 1 GAL ROSMARINUS OFFICINALIS / ROSEMARY 5 GAL
	POOL FRIENDLY PLANTS CYCAS REVOLUTA / JAPANESE SAGO PALM 1 GAL EUPHORBIA RIGIDA / YELLOW SPURGE 1 GAL MYOPORUM X 'PACIFICUM' / MYOPORUM 1 GAL PEDILANTHUS MACROCARPUS / SLIPPER 1 GAL PLUMBAGO SCANDENS 'SUMMER SNOW' TM / WILD PLUMBAGO 1 GAL
	COURTYARD PLANTS ASPARAGUS SPRENGERI / ASPARAGUS FERN 1 GAL BOUGAINVILLEA X 'BARBARA KARST' / BARBARA KARST BOUGAINVILLEA 5 GAL EUPHORBIA RIGIDA / YELLOW SPURGE 5 GAL LANTANA X 'NEW GOLD' / NEW GOLD LANTANA 1 GAL MYOPORUM X 'PACIFICUM' / MYOPORUM 1 GAL PEDILANTHUS MACROCARPUS / SLIPPER 5 GAL
	DOG PARK TURF CYNODON DACTYLON '419 HYBRID' / BERMUDA GRASS SOD

STREET TREE SAMPLES



ACCENT TREE SAMPLES



STREET LANDSCAPING SAMPLES



POOL LANDSCAPING SAMPLES



TRANSITION TREE SAMPLES



POOL TREE SAMPLES



TRANSITIONAL LANDSCAPING SAMPLES



COURTYARD LANDSCAPING



OWNER / DEVELOPER
AMERICANA DEVELOPMENT
AND BUILDING COMPANY
1920 E 3RD STREET
SUITE 14
TEMPE, AZ 85281
CONTACT: DAN CARTER

LANDSCAPE ARCHITECT
TIMOTHY STARKEY

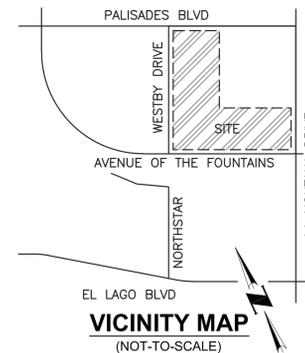
COE AND VAN LOO, LLC
4550 N 12TH STREET
PHOENIX, AZ 85014
PHONE: 602.264.6831
EMAIL: TSTARKEY@CVLCCI.COM

PROJECT INFORMATION

FOUNTAIN HILLS SENIOR LIVING PRELIMINARY LANDSCAPE PLAN

AVENUE OF THE FOUNTAINS & WESTBY DRIVE
FOUNTAIN HILLS, ARIZONA
CVL JOB 07.02798.02

KEY MAP



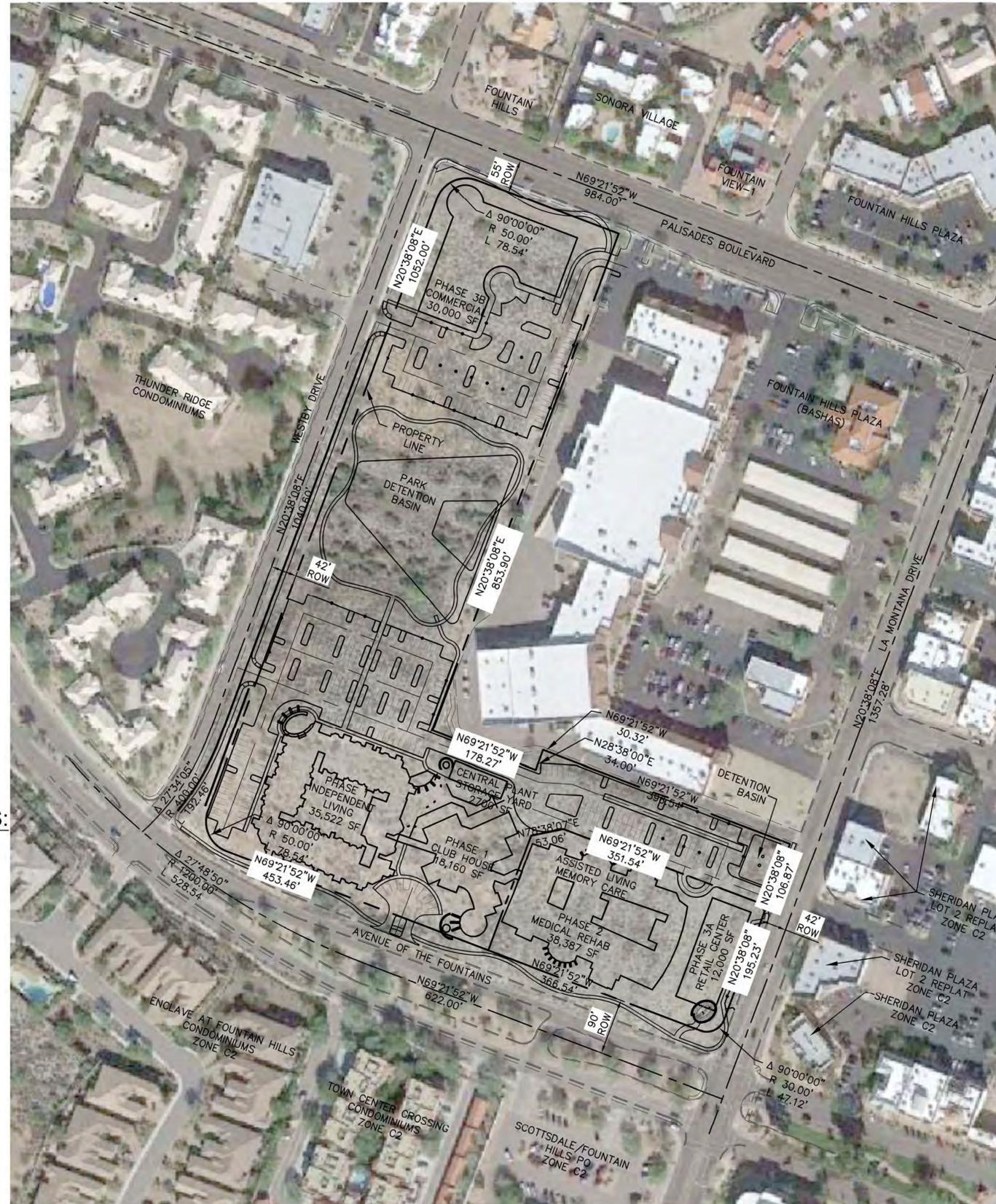
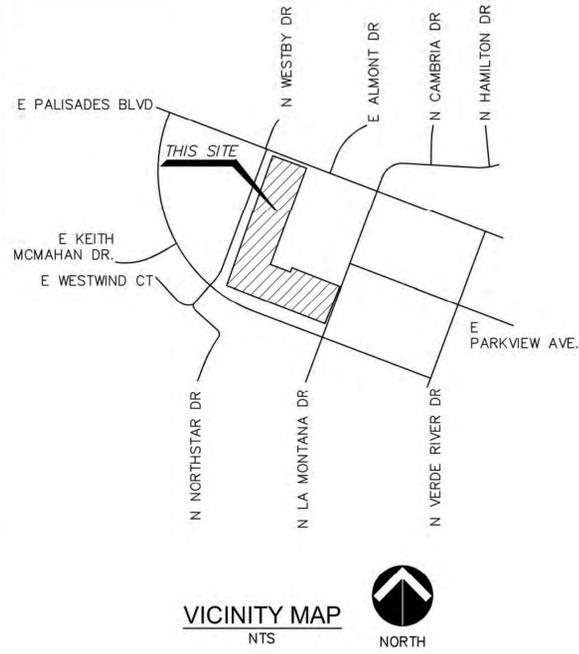
REVISION HISTORY

SEAL & ISSUE



DISCIPLINE: LANDSCAPE ARCHITECTURE

FOUNTAIN HILLS SENIOR COMMUNITY PRELIMINARY LAND USE PLANS



GRADING AND DRAINAGE NOTES:

PRELIMINARY DESIGN CONCEPTS OF THE GRADING AND DRAINAGE PLANS ARE SHOWN ON THE GRADING AND DRAINAGE SHEETS.

ARCHITECTURAL & LANDSCAPE NOTES:

PRELIMINARY PLANS AND ELEVATIONS OF THE STRUCTURE TYPES ARE SHOWN ON THE ARCHITECTURAL PLANS.

PRELIMINARY LANDSCAPE ELEMENTS ARE SHOWN ON THE LANDSCAPE PLANS.

DEVELOPER

AMERICANA DEVELOPMENT & BUILDING CO., LLC
186710 RAVENWOOD DRIVE
PERRIS, CA 92670
PHONE: 951-522-4001
CONTACTS: DAN CARTER
AND RON BADRAUN

CIVIL ENGINEER

RITICH-POWELL & ASSOCIATES
5727 N. 7th STREET, Ste 120
PHOENIX, AZ 85206
PHONE: (602) 263-1177
FAX: (602) 277-6286
CONTACT: CASEY AMBROSE, PE

SHEET INDEX

SHEET 22	C-1	COVER SHEET
SHEET 23	C-2	SITE LAYOUT PLAN
SHEET 24	C-3	SITE CIRCULATION PLAN
SHEET 25	C-4	GRADING PLAN
SHEET 26	C-5	DRAINAGE PLAN
SHEET 27	C-6	UTILITY PLAN
SHEET 28	C-7	PHASING PLAN

PROJECT DATA TABLE

PROJECT GROSS AREA	12.39 ACRES
ZONING	C2
TOTAL LANDSCAPE	4.3 ACRES
TOTAL GROSS BUILDING	0.22 ACRES
NET LOT COVERAGE	29%

LOT SIZES

LOT 1	10.22 ACRES
LOT 2	2.03 ACRES

NO.	DATE	BY	REVISION

RITICH-POWELL & Associates
602-263-1177
www.ritchpowell.com

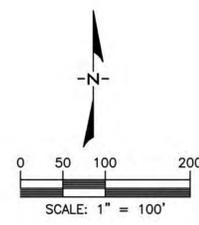
[RPA]



FOUNTAIN HILLS SENIOR COMMUNITY
PRELIMINARY LAND USE PLANS
COVER SHEET

MARICOPA COUNTY FOUNTAIN HILLS, ARIZONA

JOB NO.:	216042
DESIGN BY:	CBA
DRAWN BY:	CBA
CHECKED:	SRL
DATE:	6/29/16
DWG.:	C-1
SHEET:	22
OF:	XX

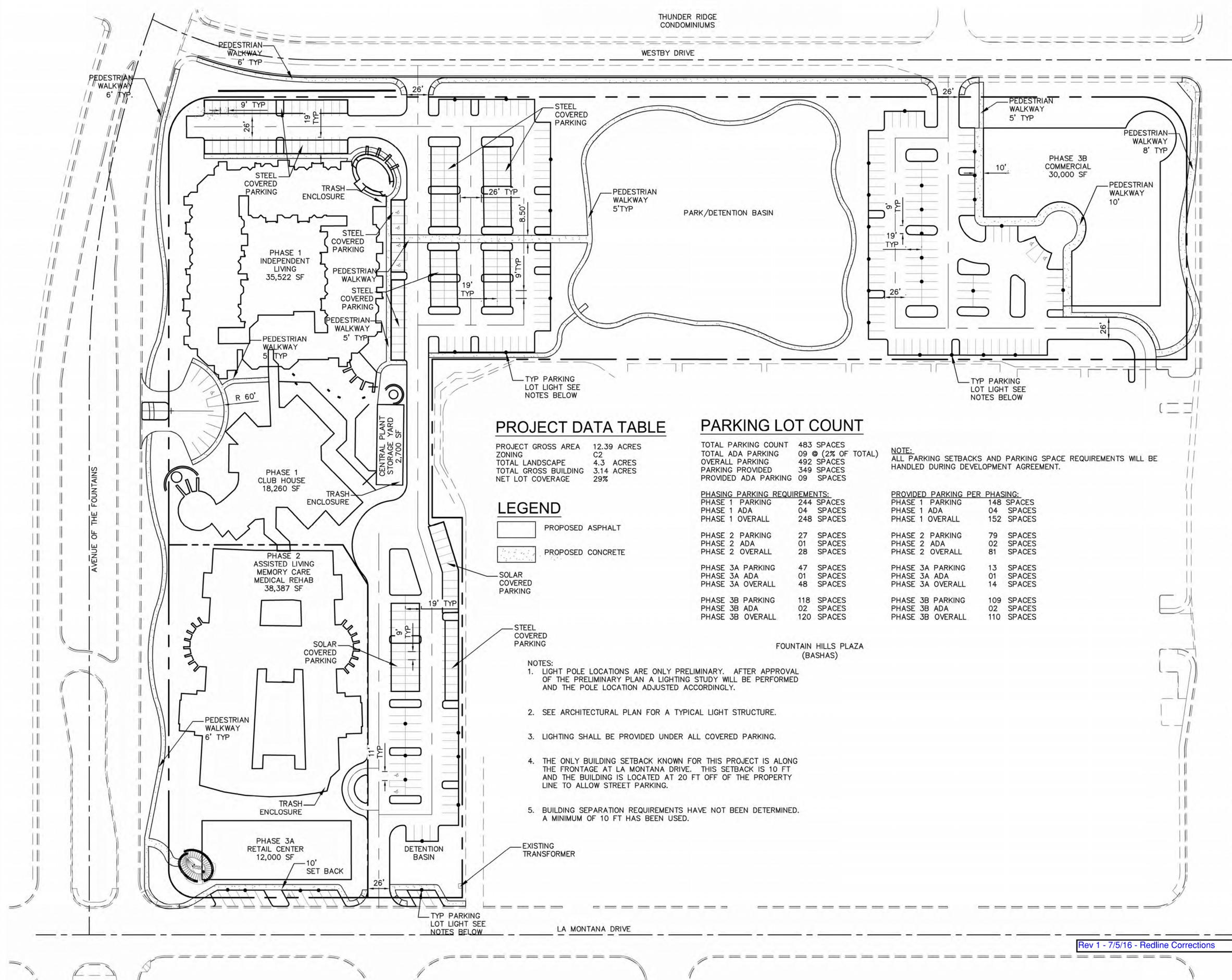


Rev 1 - 7/5/16 - Redline Corrections



FILE: K:\Proposals\Private\2016\16052 - Ft. Hills Senior Apt\10_CAD\01_RPA_Cover Plan.dwg
DATE: Jun 29, 2016

DATE: Jun 29, 2016 FILE: K:\Proposals\Private\2016\16042_CAD\10_CAD\102_RPA SITE LAYOUT PLAN.dwg



PROJECT DATA TABLE

PROJECT GROSS AREA	12.39 ACRES
ZONING	C2
TOTAL LANDSCAPE	4.3 ACRES
TOTAL GROSS BUILDING	3.14 ACRES
NET LOT COVERAGE	29%

LEGEND

	PROPOSED ASPHALT
	PROPOSED CONCRETE

NOTES:

1. LIGHT POLE LOCATIONS ARE ONLY PRELIMINARY. AFTER APPROVAL OF THE PRELIMINARY PLAN A LIGHTING STUDY WILL BE PERFORMED AND THE POLE LOCATION ADJUSTED ACCORDINGLY.
2. SEE ARCHITECTURAL PLAN FOR A TYPICAL LIGHT STRUCTURE.
3. LIGHTING SHALL BE PROVIDED UNDER ALL COVERED PARKING.
4. THE ONLY BUILDING SETBACK KNOWN FOR THIS PROJECT IS ALONG THE FRONTAGE AT LA MONTANA DRIVE. THIS SETBACK IS 10 FT AND THE BUILDING IS LOCATED AT 20 FT OFF OF THE PROPERTY LINE TO ALLOW STREET PARKING.
5. BUILDING SEPARATION REQUIREMENTS HAVE NOT BEEN DETERMINED. A MINIMUM OF 10 FT HAS BEEN USED.

PARKING LOT COUNT

TOTAL PARKING COUNT	483 SPACES
TOTAL ADA PARKING	09 @ (2% OF TOTAL)
OVERALL PARKING	492 SPACES
PARKING PROVIDED	349 SPACES
PROVIDED ADA PARKING	09 SPACES

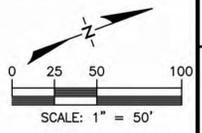
PHASING PARKING REQUIREMENTS:

PHASE 1 PARKING	244 SPACES
PHASE 1 ADA	04 SPACES
PHASE 1 OVERALL	248 SPACES
PHASE 2 PARKING	27 SPACES
PHASE 2 ADA	01 SPACES
PHASE 2 OVERALL	28 SPACES
PHASE 3A PARKING	47 SPACES
PHASE 3A ADA	01 SPACES
PHASE 3A OVERALL	48 SPACES
PHASE 3B PARKING	118 SPACES
PHASE 3B ADA	02 SPACES
PHASE 3B OVERALL	120 SPACES

NOTE:
ALL PARKING SETBACKS AND PARKING SPACE REQUIREMENTS WILL BE HANDLED DURING DEVELOPMENT AGREEMENT.

PROVIDED PARKING PER PHASING:

PHASE 1 PARKING	148 SPACES
PHASE 1 ADA	04 SPACES
PHASE 1 OVERALL	152 SPACES
PHASE 2 PARKING	79 SPACES
PHASE 2 ADA	02 SPACES
PHASE 2 OVERALL	81 SPACES
PHASE 3A PARKING	13 SPACES
PHASE 3A ADA	01 SPACES
PHASE 3A OVERALL	14 SPACES
PHASE 3B PARKING	109 SPACES
PHASE 3B ADA	02 SPACES
PHASE 3B OVERALL	110 SPACES

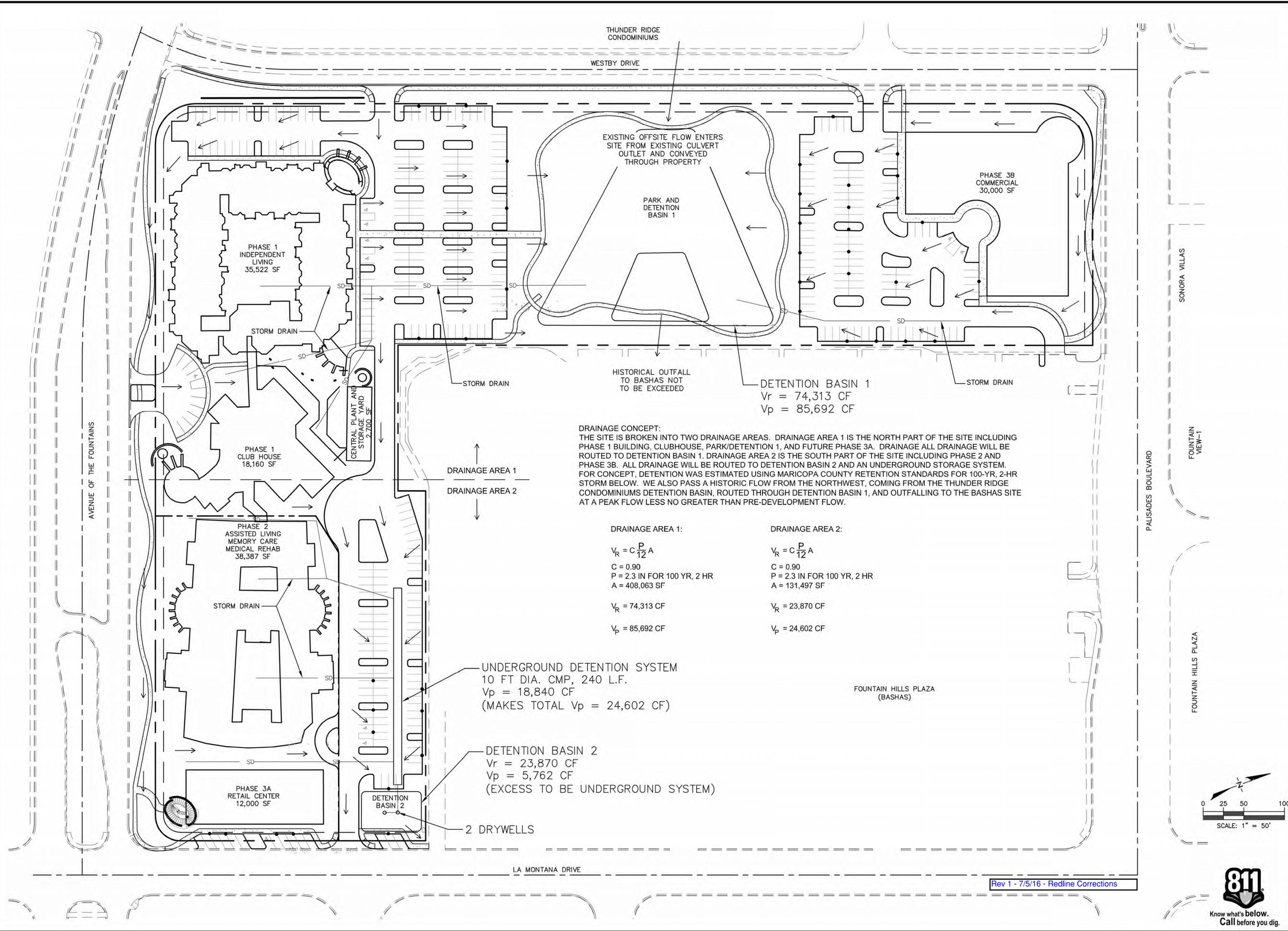


Rev 1 - 7/5/16 - Redline Corrections



DWG: C-2 SHEET: 23 OF XX	JOB NO.: 216042 DESIGN BY: CBA DRAWN BY: CBA CHECKED: SRL DATE: 6/24/16	FOUNTAIN HILLS SENIOR COMMUNITY PRELIMINARY LAND USE PLANS SITE LAYOUT PLAN	MARICOPA COUNTY FOUNTAIN HILLS, ARIZONA	REVISION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>																	<div style="text-align: center;"> RITTOCH-POWELL & Associates 602-263-1177 www.rittochpowell.com </div> <div style="text-align: center;"> </div>

DATE: Jun 29, 2016 FILE: K:\Proposals\Private\2016\16052 - Ft. Hills Senior Apt\10_CAD\05_RPA_Dring_Plan.dwg



DRAINAGE CONCEPT:
 THE SITE IS BROKEN INTO TWO DRAINAGE AREAS. DRAINAGE AREA 1 IS THE NORTH PART OF THE SITE INCLUDING PHASE 1 BUILDING, CLUBHOUSE, PARK/DETENTION 1, AND FUTURE PHASE 3A. DRAINAGE ALL DRAINAGE WILL BE ROUTED TO DETENTION BASIN 1. DRAINAGE AREA 2 IS THE SOUTH PART OF THE SITE INCLUDING PHASE 2 AND PHASE 3B. ALL DRAINAGE WILL BE ROUTED TO DETENTION BASIN 2 AND AN UNDERGROUND STORAGE SYSTEM. FOR CONCEPT, DETENTION WAS ESTIMATED USING MARICOPA COUNTY RETENTION STANDARDS FOR 100-YR, 2-HR STORM BELOW. WE ALSO PASS A HISTORIC FLOW FROM THE NORTHWEST, COMING FROM THE THUNDER RIDGE CONDOMINIUMS DETENTION BASIN, ROUTED THROUGH DETENTION BASIN 1, AND OUTFALLING TO THE BASHAS SITE AT A PEAK FLOW LESS NO GREATER THAN PRE-DEVELOPMENT FLOW.

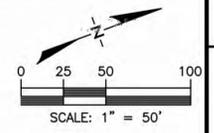
DRAINAGE AREA 1:	DRAINAGE AREA 2:
$V_r = C \frac{P}{12} A$	$V_r = C \frac{P}{12} A$
C = 0.90	C = 0.90
P = 2.3 IN FOR 100 YR, 2 HR	P = 2.3 IN FOR 100 YR, 2 HR
A = 408,063 SF	A = 131,497 SF
$V_r = 74,313 \text{ CF}$	$V_r = 23,870 \text{ CF}$
$V_p = 85,692 \text{ CF}$	$V_p = 24,602 \text{ CF}$

UNDERGROUND DETENTION SYSTEM
 10 FT DIA. CMP, 240 L.F.
 $V_p = 18,840 \text{ CF}$
 (MAKES TOTAL $V_p = 24,602 \text{ CF}$)

DETENTION BASIN 2
 $V_r = 23,870 \text{ CF}$
 $V_p = 5,762 \text{ CF}$
 (EXCESS TO BE UNDERGROUND SYSTEM)

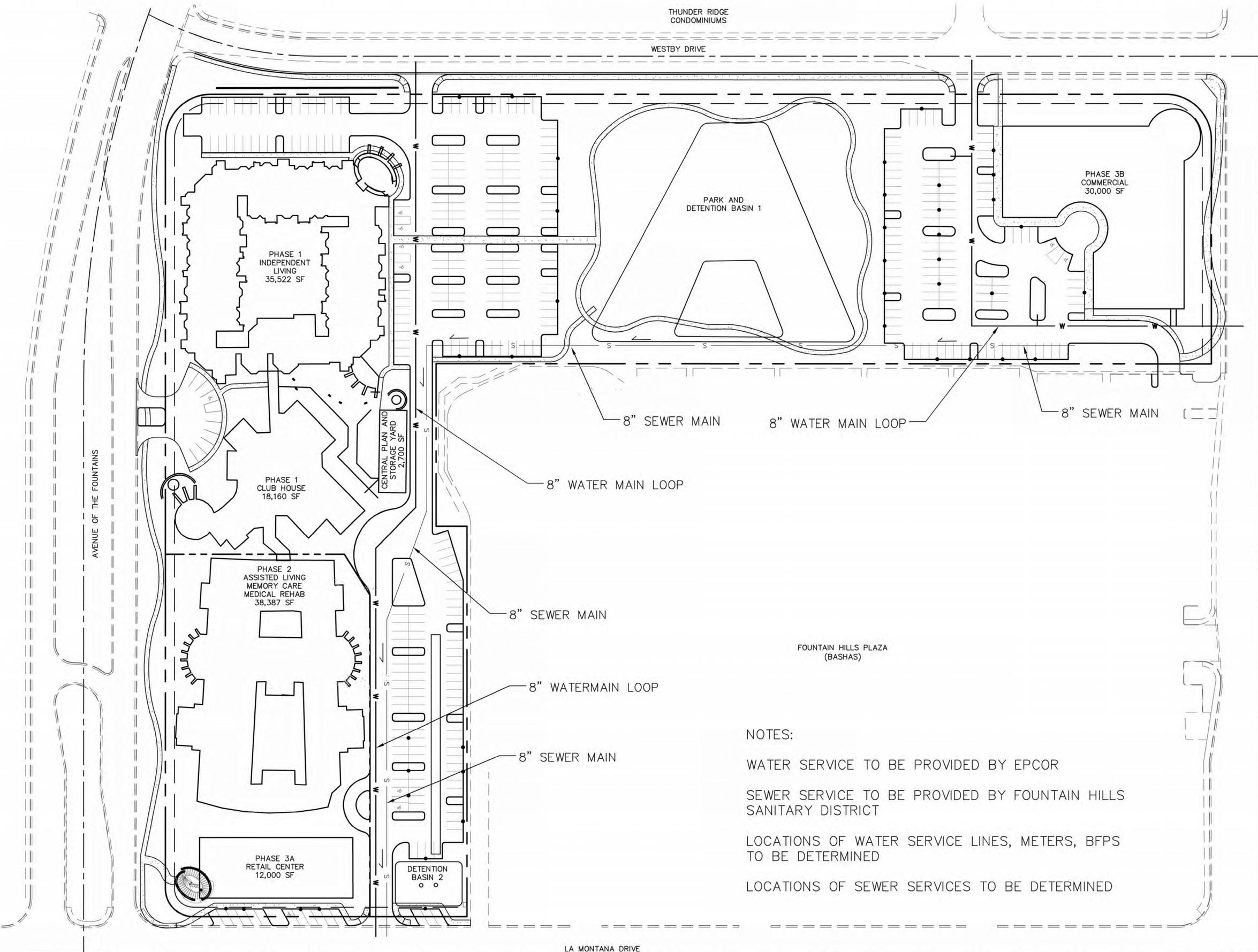
2 DRYWELLS

Rev 1 - 7/5/16 - Redline Corrections

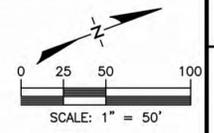


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	SHEET 26	DRAWN BY: CBA	CHECKED: SRL
OF XX	FOUNTAIN HILLS SENIOR COMMUNITY PRELIMINARY LAND USE PLANS DRAINAGE PLAN MARICOPA COUNTY FOUNTAIN HILLS, ARIZONA		
REVISION NO. DATE BY			

DATE: Jun 29, 2016 FILE: K:\Proposals\Private\2016\PT16032 - Ft. Hills Senior Apt10_CAD\06_RPA Utilis.dwg



NOTES:
 WATER SERVICE TO BE PROVIDED BY EPCOR
 SEWER SERVICE TO BE PROVIDED BY FOUNTAIN HILLS SANITARY DISTRICT
 LOCATIONS OF WATER SERVICE LINES, METERS, BFPS TO BE DETERMINED
 LOCATIONS OF SEWER SERVICES TO BE DETERMINED

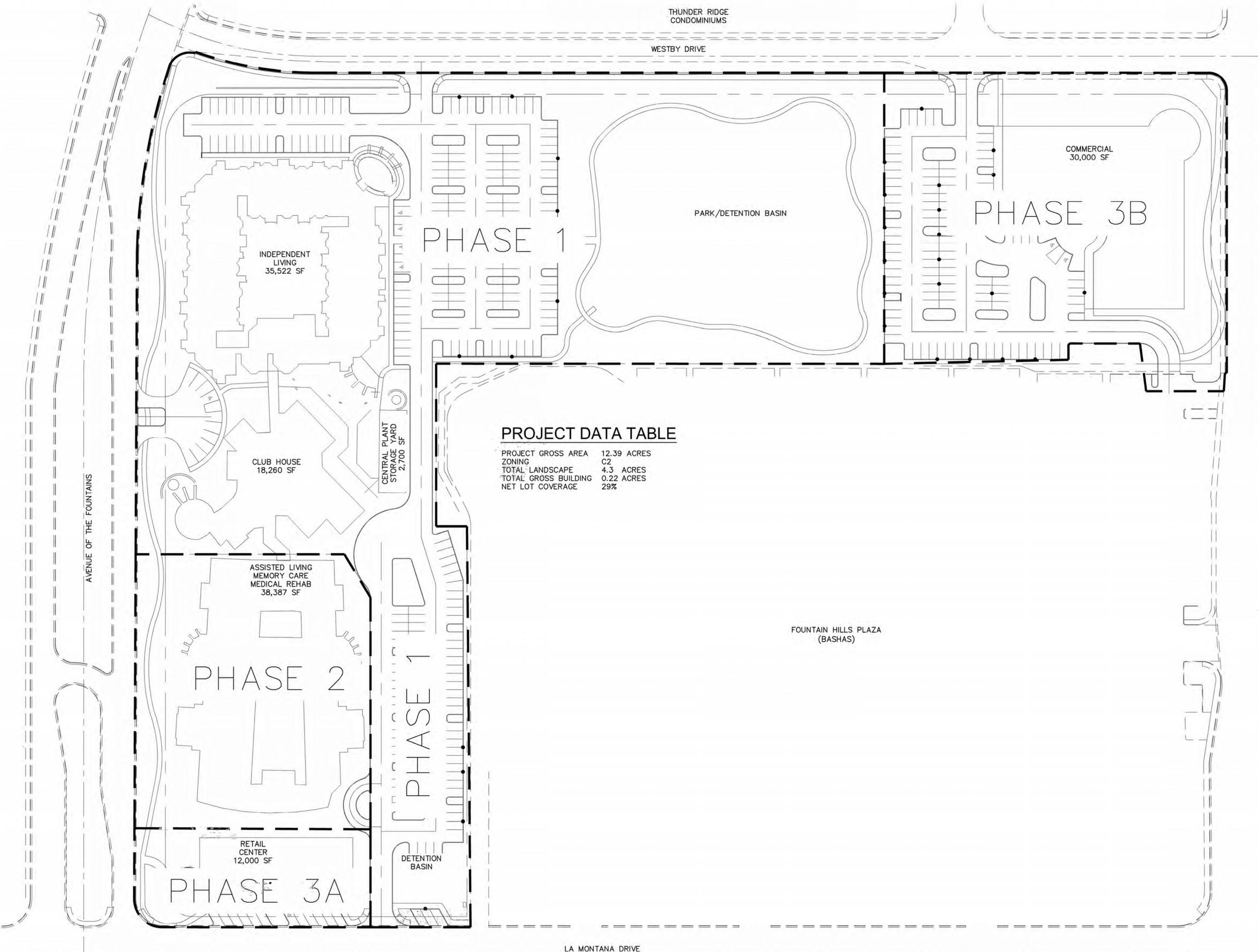


Rev 1 - 7/5/16 - Redline Corrections



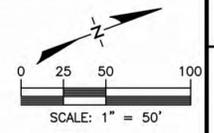
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	SHEET	27		OF		XX				
FOUNTAIN HILLS SENIOR COMMUNITY PRELIMINARY LAND USE PLANS WET UTILITIES PLAN										
										MARICOPA COUNTY FOUNTAIN HILLS, ARIZONA
NO.	DATE	BY	REVISION							

DATE: Jun 29, 2016 FILE: K:\Proposals\Private\2016\16032 - Ft. Hills Senior April10_CAD07_RPA Phasing PLAN.dwg



PROJECT DATA TABLE

PROJECT GROSS AREA	12.39 ACRES
ZONING	C2
TOTAL LANDSCAPE	4.3 ACRES
TOTAL GROSS BUILDING	0.22 ACRES
NET LOT COVERAGE	29%



Rev 1 - 7/5/16 - Redline Corrections



DWG: C-7	JOB NO.:	216042	DESIGN BY:	CBA	DRAWN BY:	CBA	CHECKED:	SRL	DATE:	5/24/16																
	SHEET:	28																								
OF XX	<p>FOUNTAIN HILLS SENIOR COMMUNITY PRELIMINARY LAND USE PLANS PHASING PLAN</p> <p>MARICOPA COUNTY FOUNTAIN HILLS, ARIZONA</p>																									
<p>RITTOCH-POWELL & Associates 602-263-1177 www.rittochpowell.com</p> <p>RPA</p> <p>Professional Engineer 34589 STEVE R. LEWIS Arizona, U.S.A. EXPIRES 03/31/2018</p>																										
<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>											NO.	DATE	BY	REVISION												
NO.	DATE	BY	REVISION																							

Project Narrative:

- General Information – The project will develop the current 12.24 acres of C-2 zoned property for a mixed-use development with senior residential, assisted living, commercial, professional and retail uses. The project will be developed in 4 phases and utilize shared parking throughout. Public Art will be distributed across all 4 of the project phases.
- Phase 1 - Independent Senior Living Building & Clubhouse
 - Residential Building
 - 3 Story; Type V, 1 hour construction
 - 1 & 2 bedroom residential senior apartments
 - Approximately 130,000 Square feet
 - Building Footprint is approximately 45,000 Square Feet
 - Up to 150 residential units
 - Within Town Height Restrictions
 - Parking per current zoning requirements
 - Uses include various gathering spaces, hair salon, and community kitchen.
 - Clubhouse – Support Building for residents
 - 2 Story; Type V, 1 hour construction
 - Approximately 15,000 Square Feet
 - Uses Include – offices, theater, restaurant/bar, gym & lockers, pool/spa, multi-purpose room, library, etc.
 - Public Art elements
 - Utility Building
 - 3 Story; Type II, 2 hour construction
 - Uses Include Central Plant, pool equipment, workshop and storage
 - Resident Park Space
 - Approximately 2 acres
 - Serves as a storm water detention basin
 - Uses Include exercise paths, gardens, dog park, putting/chipping greens, Bocce ball, etc.

- Phase 2 – Assisted Services Building
 - Approximately 110,000 Square Feet
 - Type II Building construction
 - Ambulance drop-off / pick-up
 - Public Art – ‘Rotunda’
 - Parking per current zoning requirements
 - Assisted Living Program
 - Approximately 60 units
 - Meal service
 - Spaces include gathering space, food service, activity areas
 - Memory Care
 - Approximately 20 units
 - Meal service
 - Spaces include gathering space, food service, activity areas
 - Medical Rehabilitation
 - Approximately 32 medical beds
 - Estimated stays expected at 25 days
 - Services include physical therapy, physical life skills training (cooking, walking, etc.).

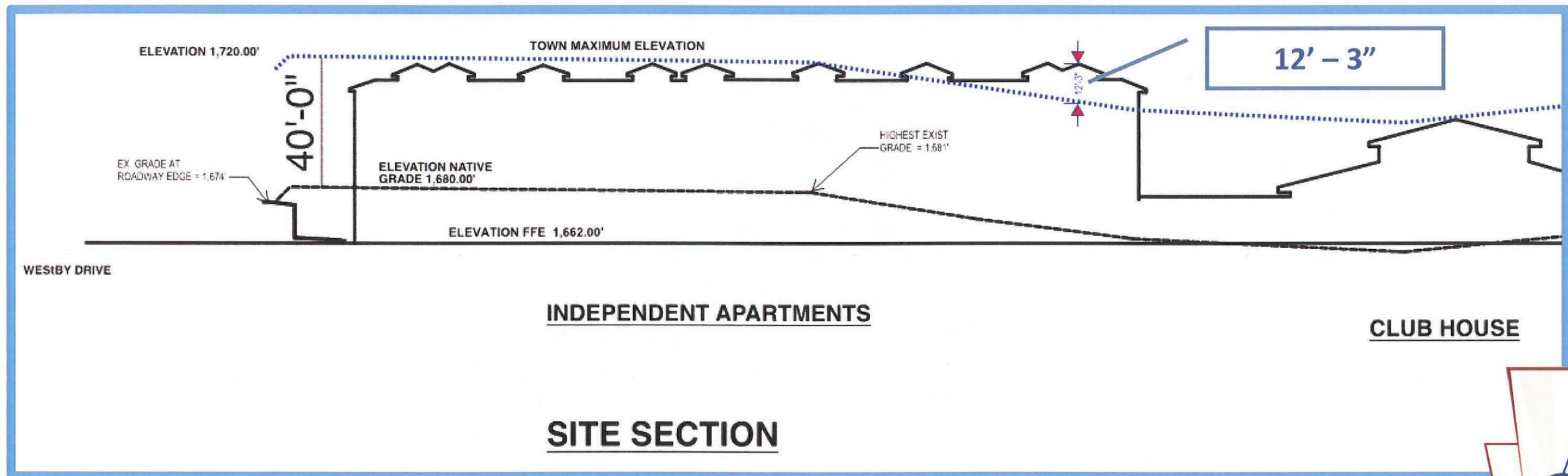
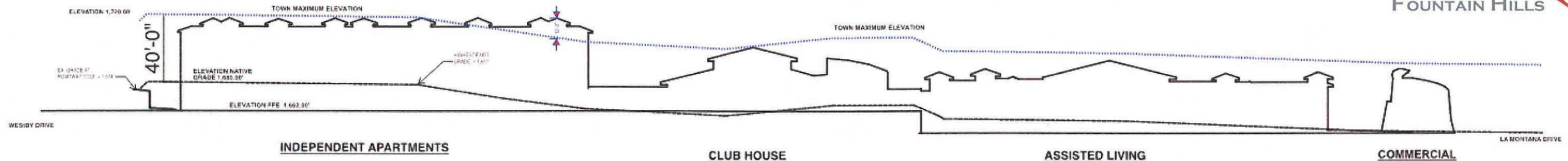
- Phase 3A – Retail Center
 - Conceptual Space Allocation Only
 - 1 story, type II Building Construction
 - Approximately 12,500 Square Feet
 - Diagonal on-street parking plus rear parking to meet current zoning requirements
 - Retail shops
 - Outdoor dining under Rotunda
 - Public Art adjacent

- Phase 3B – Commercial, Medical / Professional Offices and/or Retail Building
 - Conceptual Space Allocation Only
 - 2 Story, Type II Building Construction
 - Up to 30,000 Square Feet
 - Parking per current zoning requirements
 - Public Art adjacent

EXHIBIT C
TO
DEVELOPMENT AGREEMENT
FOR THE FOUNTAIN HILLS SENIOR LIVING FACILITY & COMMERCIAL BUILDINGS
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AMERICANA DEVELOPMENT & BUILDING CO., LLC

[Height Limitation]

See following page.



SITE SECTION



EXHIBIT D
TO
DEVELOPMENT AGREEMENT
FOR THE FOUNTAIN HILLS SENIOR LIVING FACILITY & COMMERCIAL BUILDINGS
BETWEEN
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AND
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[Development Schedule]

See following page.

SCHEDULE OF PERFORMANCE

Deadline to Perform Task
From Effective Date of Agreement

Task/Obligation

230 days	Complete Acquisition of the Property
Phase 1 – Senior Apartments	
8 Months	Developer to have submitted Concept Plan and Construction Documents for Phase 1 improvements, including Public Infrastructure Improvements.
14 Months	Developer to have begun construction of Phase 1 improvements.
30 Months	Developer to have completed construction of Phase 1 improvements. Developer to have completed Public Infrastructure Improvements for Phase 1.
Phase 2 – Assisted Living, Memory Care & Medical Rehabilitation	
30 Months	Developer to have submitted Concept Plan and Construction Documents for Phase 2 improvements, including Public Infrastructure Improvements.
54 Months	Developer to have completed construction of Phase 2 improvements. Developer to have completed Public Infrastructure Improvements for Phase 1.
Phase 3a – Commercial / Retail Building	
30 Months	Developer to have submitted a Concept Plan and Construction Documents for Phase 3a improvements, including Public Infrastructure Improvements.
54 Months	Developer to have completed construction of Phase 3a improvements. Developer to have completed Public Infrastructure Improvements for Phase 3a.
Phase 3b – Assisted Living, Memory Care & Medical Rehabilitation	
60 Months	Developer to have submitted a Concept Plan and Construction Documents for Phase 3b improvements, including Public Infrastructure Improvements.