



City of Apache Junction

Development Services Department



PLANNING AND ZONING COMMISSION PUBLIC HEARING STAFF REPORT

DATE: October 24, 2017

CASE NUMBER: PZ-3-17

OWNERS/APPLICANTS: Steve Cochrane, Trustee of the Nathan, Ethan and Adam Cochrane Residuary Trusts (owner) and George McGavin and Linda Pearson (applicants)

REPRESENTATIVE: Kevin McDougall, Project Engineer

REQUEST: Rezoning request from RS-20/PD (Medium Density Single-family Detached Residential by Planned Development) to B-1/PD (General Commercial District by Planned Development) for the purpose of developing the property with commercial pads and a KOA-style campground (see application and narrative attached).

LOCATION: The property, totaling approximately 16.87 acres, is located at the northeast corner area of US60 and S. Tomahawk Road, to the north and east of the Carl's Jr. property.

**GENERAL PLAN/
ZONING DESIGNATION:** Community Commercial opportunity area; currently zoned for single-family homes on half-acre lots by planned development.

SURROUNDING USES: North: Raindance Mobile Home Park (Pinal County MH park zoning);
South: Carl's Jr. (B-1) and US60;
East: Jacob's Ranch Subdiv. (RS-7/PD);
West: Single and Multi-family homes (Pinal County zoning).

BACKGROUND

The subject property, other surrounding properties and freeway right-of-way were annexed into the city in February of 2005 (see AN-1-04 map from Ordinance #1226). Upon annexation, the property was assigned the city's old TH (Trailer Homesites) zoning district, similar to the zoning it had enjoyed under Pinal County jurisdiction. The fast food restaurant and carwash property to the southwest of the parcel had already been zoned commercial and developed under the county.

Around the same time that the annexation was taking place, the city and the property owner were also negotiating a Pre-Annexation and Economic Development Agreement (see attached) for the future development of the property, spelling out (on page 3) the city's and property owner's obligations under said agreement. Among other things, the city was to initiate a rezoning for the property to preclude it from being developed with manufactured homes; the city would also initiate commercial rezonings on the property as development proposals were received; and the owners were to allow for the city rezonings and also a sewer easement across the property.

The TH/PD (now called RS-20/PD) rezoning of the property was accomplished in June of 2005 (see Ordinance #1236). A sewer line was constructed west to east across the property, which serves the Jacob's Ranch Subdivision. And, the city did initiate a rezoning on +/-2 acres of the property just east of Carl's Jr for a proposed extended stay hotel called Value Place, pursuant to case PZ-13-06. The rezoning request was eventually denied by the City Council because there were doubts that the project was going to be a quality development for the city. Although there were other development inquiries for the Cochrane property, there were no other formal rezonings proposed.

The development agreement expired in January of 2015. However, it remains a relevant document because it lists the city's long standing economic development desires for this strategically important property which, Staff believes, are still in place today.

PROPOSAL

Mr. Cochrane has recently partnered with George McGavin and Linda Pearson on a development proposal for the subject property. Mr. McGavin and his associates own and operate the

existing KOA campground at the southwest corner of E. Old West Highway and S. Tomahawk Road. Mr. McGavin informed staff that he has been very successful with KOA and that he was looking for another property to operate a KOA or KOA-type campground. Thus, case PZ-3-17 is a rezoning request for the 16.87-acre subject property from RS-20/PD (Medium Density Single-family Detached Residential by Planned Development) to B-1/PD (General Commercial District by Planned Development) for the purpose of developing the property with commercial pads and a KOA-style campground (see conceptual development plans attached). The conceptual plans set aside 4 acres of freeway frontage for proposed hotel, restaurant and retail uses, also complementary to the campground.

PLANNING STAFF ANALYSIS AND FINDINGS

Relationship to General Plan:

The subject site is designated by the city's General Plan as a "Community Commercial" opportunity area. This commercial rezoning request is consistent with the General Plan's land use designation for the area.

Zoning/Site Context:

The site is ideally situated for freeway traveler, tourist destination businesses and uses. There is already a fast food restaurant, gas station and carwash development located right off of the freeway at the southwest corner area of the property. The proposed future hotel, restaurant and retail uses are allowed outright under the city's B-1 base zone. Recreational vehicle parks and campgrounds may be allowed in B-1 subject to approval of a conditional use permit ("CUP"). On the west side of Tomahawk, between Southern and US60, properties are developed with multi-family residences. This is a higher use, higher intensity corridor.

Planned Development Zoning:

The proposed B-1/PD zoning will facilitate all of the proposed uses without the owners needing to come back later for a CUP for the campground. With proper land use controls such as landscape, screening and setback buffers; and by limiting the palette of uses on the site under the planned development zoning, a compatible commercial development site can be reasonably integrated at this location, next to the medium to high density residential developments to the west, north and east.

There is not a definite development plan for the 4-acre commercial site, but the proposed zoning is planned development. Therefore, any proposal to develop the site will have to conform to city development standards for setbacks, heights, lot coverage, parking, landscaping, on-site and off-site improvements, and commercial design standards. Staff will also suggest for the Commission's consideration a palette of uses conducive to creating employment, generating sales taxes, and providing for neighborhood and/or traveler services, as we have done with other projects. If deviations from standard requirements or different uses are proposed at the time of development, then a future developer will need to process another PD amendment for their specific development plan.

Infrastructure Improvements:

The developers of the property will need to extend all necessary services to the site. Sewer is already available on the site. Improvements to Tomahawk will be required as the main frontage and access to the property. A main entrance is proposed north of the Carl's Jr. and a secondary exit-only is proposed farther north on Tomahawk. The campground will have its own gated access off of the main entrance. The developers have proposed two conceptual design options for the campground. Additional improvements such as streetlights, fire hydrants, drainage structures, retention basins, etc., in accordance with the city's engineering requirements will also need to be determined at the time of development.

Public Input:

The applicants conducted a citizen participation outreach meeting on September 20, 2017, at the KOA clubhouse. Two neighbors attended the meeting and one sought information through e-mail. Staff is not aware of any other public input at this time.

Early Discussions with Developers:

Please see the attached letter from the City Attorney to Mr. McDougall dated June 19, 2017. Throughout all of the discussions staff has had with the applicants over the last few months, one concern which staff has repeatedly expressed, is that we do not believe city leadership is interested in any more RV parks in the city. At the Commission meeting on October 10, staff received a copy of a letter from KOA expressing interest in the new site, but the applicants have also told us that KOA will not make a commitment until the zoning is in place. We still have not heard from any prospective hotel or restaurant

developers. Mr. Stern's letter lists proposed conditions of approval which staff will recommend so that the property is developed with a tourist and visitor-oriented campground and not another age restricted, long-term stay RV park. Apache Junction has over 100 MH and RV parks in the city, most of which are 55 plus, but we are short on hotel and short-term family-friendly visitor stay accommodations. Those are the types of customers which staff will seek to accommodate with this rezoning.

P&Z DISCUSSION ON OCTOBER 10, 2017

At their meeting on October 10, Commissioners asked several questions, including:

- 1) *How many spaces will be allowed for year round rentals?*
Under the recommended conditions of approval, staff is suggesting for the Commission's consideration that no more than 25% of the total spaces be offered for year-round rentals; and that said spaces be located towards the north end of the campground, next to the existing mobile home park.
- 2) *What is the difference between tiny houses and cabins?*
Probably not much in the sense that the cabins can be self-contained with sanitary, cooking and living facilities, but staff recommends that all of the cabins be constructed or installed by the developer (not brought in by renters), that they be wood or log-cabin style, uniform in appearance, and maybe that a specific area be designated for the cabin rentals, such as toward the east end of the property.
- 3) *What is the definition of temporary living/temporary stay?*
Staff suggests that temporary stay be defined as no more than six months continuous stay on any one campsite by the same camper and/or family.
- 4) *What is meant by taxable activities?*
The City Clerk informed staff that the city has a transient lodging tax of 4.4% for the first 30 days, and after 30 days it is 2.4%. Staff also recommends that the owners and/or operators of the campground agree to waive confidentiality under A.R.S. Title 42, so that city staff can review taxable activities (including incidental sale of retail products) at the proposed campground development.
- 5) *What is meant by a "park model cabin"?*
For the purpose of this planned development, it shall be a cabin-style structure provided as a rental unit by the property owners/operators of the campground (see #2 above).

6) *Can someone park an RV on the property on a year-round basis?*

Only on one of the spaces designated for year-round rentals. RV storage in general shall not be allowed.

7) *Have we received any commitments for the commercial pads?*

No, but staff is suggesting a palette of traveler or tourist-oriented uses for those pads, which will be complementary to the campground.

8) *Will the office or clubhouse be a permanent facility?*

Yes and staff is also suggesting additional adequate on-site facilities such as restrooms, shower rooms, laundry room, play-ground, barbeque grills and other amenities.

9) *What size should the pool and "Jacuzzi" be in relation to the proposed number of spaces?*

Parks and Recreation staff suggests that the swimming pool be at least 1000 square feet in size and that the Jacuzzi be at least 90 square feet in size.

10) *Do we know what KOA's standards are?*

We have asked Mr. McDougall for a copy of their standards.

PLANNING DIVISION RECOMMENDATION

As stated previously, planning staff's main concern remains that the property not turn into just another RV park. With that premise in mind, staff recommends approval of the rezoning request, but subject to the conditions of approval listed under the recommended motion:

RECOMMENDED MOTION

I move that the Planning and Zoning Commission recommend to the Apache Junction City Council the (APPROVAL/DENIAL) of planned development rezoning case PZ-3-17, a request by Steve Cochrane, Trustee of the Nathan, Ethan and Adam Cochrane Residuary Trusts (owner) and George McGavin and Linda Pearson (applicants), represented by Kevin McDougall (project engineer), to rezone a +/-16.87 acre property, located at the northeast corner area of US60 and S. Tomahawk Road from RS-20/PD (Medium Density Single-family Detached Residential by Planned Development) to B-1/PD (General Commercial by Planned Development), for the purpose of developing the property with commercial pads and a KOA-style campground, subject to the following conditions of approval:

- 1) The property owners shall dedicate all necessary rights-of-way and cutoff corners as determined by the city engineer, including the west 50 feet of the gross property for S. Tomahawk Road.
- 2) Street improvements along the property's S. Tomahawk Road frontage, such as extension of pavement and the provision of sidewalk, curb, gutter, streetlights, fire hydrants, landscaping, driveways, drainage improvements, the undergrounding of utility lines and other improvements as determined by the city engineer, shall be required as part of this planned development rezoning and be subject to final approval by the city engineer.
- 3) The property owners/developers shall work with and coordinate with the property owners at the northeast corner of US60 and S. Tomahawk Road to construct a shared private entrance road or public street, from Tomahawk Road to the east boundary line of the commercial pads area. If a public street, it shall be constructed in compliance with the city's engineering standards. If a private road, it shall be constructed in compliance with the city's standards for private streets contained in Apache Junction City Code, Volume II, Land Development Code, Chapter 1 Zoning Ordinance, Article 1-7 Parking, Loading and Circulation Regulations, Section 1-7-6 Private Street Standards. These improvements may be phased to provide access into the campground first and later to the commercial pads.
- 4) Landscape and screening improvements along the west, north, east and south perimeters of the proposed campground shall be provided in compliance with the city's landscape and screening requirements contained in Apache Junction City Code, Volume II, Land Development Code, Chapter 1 Zoning Ordinance, Article 1-8 Landscape Regulations, but shall also include a decorative 6 to 8-foot-tall masonry wall along Tomahawk Road (exclusive of driveways) and US60, with 10-foot-wide landscape strips planted outside the walls. A minimum 6-foot-tall masonry wall shall also be constructed between the east boundary of the commercial pads area and the campground. The fence on the north side of the "common driveway" identified on the conceptual plan may be wrought iron. In no case shall any perimeter fencing be chain link or

wood, or contain barbed or razor wire. The commercial pads area shall not require landscape and screening improvements until such time as it is proposed to be developed. All landscape and screening improvements shall be perpetually owned, maintained and kept up in compliance with the city's codes by the property owners.

- 5) The developers of the property shall be responsible for properly applying for and obtaining all necessary permits for any off-site and on-site improvements or construction. All improvements shall be designed in compliance with city codes and standards in effect at the time. The developer shall also pay all applicable fees, including permit, plan review and development fees.
- 6) The campground shall be designed in accordance with the standards of the company lending its name to the campground. Additionally, in accordance with this planned development approval, the final development plan for the campground shall also include the following: clubhouse or office building in compliance with the city's commercial design guidelines; minimum 1000-square-foot swimming pool; minimum 90-square-foot spa or "Jacuzzi"; children's playground; centrally and/or conveniently located public restrooms, showers, laundry facility and barbeque grills; some sidewalks for pedestrian comfort and connectivity; pedestrian access to the "dog run"/open space area on the east side of the development; on-site retention basins (no co-mingling of off-site and on-site flows); other recreational amenities and features as depicted on the conceptual plan submitted with case PZ-3-17.
- 7) The B-1 General Commercial base zoning district standards shall apply to all permanent buildings constructed on the site. No metal buildings larger than 120-square feet, including campground storage or maintenance buildings, shall be allowed.
- 8) In order to maximize the potential of the campground as a welcoming tourist and visitor family experience, the campground shall not be age-restricted. Furthermore, not more than 25% of the lots may be offered as year-round rentals, and these lots shall be located along the

north side of the development next to the existing mobile home park; exclusive of the year-round rental lots, no campers shall be allowed to stay on any one space more than six continuous months; no less than 15% of the lots shall be developed with uniform, modular, wood-cabin-style structures, installed or constructed by the developer; no less than 15% of the lots shall be reserved for tent camping only (no sewer to these lots and to be located at the southeast corner area of the campground).

- 9) Exclusive of the "cabin" structures constructed or installed by the developer described above, no rental lots shall otherwise accept or allowed to be constructed/improved with park model trailers, mobile homes, HUD-certified manufactured homes, factory-built units, tiny houses, storage sheds, carports, "Arizona" rooms or screen rooms, or other free-standing buildings; nor shall they be used for RV, boat or other storage purposes.
- 10) The owners and/or operators of the campground agree to waive confidentiality under A.R.S. Title 42, so that city staff can review taxable activities (including incidental sale of retail products) at the campground.
- 11) Unobstructed right of ingress and egress shall be provided at all times to city and other personnel, including police, fire, emergency and utility service providers.
- 12) The final plan for the campground development shall reflect substantial compliance and consistency with the planned development concepts presented with case PZ-3-17, incorporated by reference herein, and as otherwise specified through these conditions of approval, to include general layout, setbacks, public and private rights-of-ways, easements and tracts, building massing, amenities, perimeter fencing and landscaping, and other improvements.
- 13) In order to help create a commercial, retail, hospitality-oriented and/or office development opportunity on the four-acre commercial pads area, future uses on the B-1/PD-zoned property shall include those uses normally allowed under the B-1 base zone, especially restaurant,

retail, convenience, medical and other visitor-friendly uses, but shall not include the following uses: manufactured/mobile home sales; semi-truck service or repair; pawn shop; tattoo and/or piercing establishment; massage establishment; swap meet; RV or manufactured home parks; RV, boat or vehicle storage; horse boarding or riding stables; contractor yard; commercial parking lots and garages; outdoor storage, assembly or repair businesses of any kind; general warehouse and mini-storage warehouses; taxi or shuttle business; rescue mission, soup kitchen or homeless shelter; second-hand or used merchandise stores; used auto sales; medical marijuana uses; single-family and other residential uses; other uses determined by the Zoning Administrator to be incompatible with the intent of the planned development zoning.

- 14) Future land divisions of the re-zoned property which result in 4 or more lots being created, shall require the owners to proceed through a subdivision process. However, if at that time the campground has already been developed and substantial improvements provided therein, the city may waive the preliminary plat process and allow the developers to proceed directly to a final plat and improvement plans approval process.
- 15) Any request for deviation from the city's development standards or for uses determined by the Zoning Administrator to not be conducive to creating a commercial, retail, office opportunity as described herein shall require a separate planned development amendment, rezoning, landscape code appeal or conditional use permit process first, as may be appropriate.
- 16) Future businesses on the planned development site shall be allowed to advertise on multi-tenant signs. One 12-foot-high multi-tenant monument sign shall be located along the Tomahawk Road frontage; and one multi-tenant freeway sign (25' feet above adjacent freeway grade, measured at the top of the sign) shall be located along the US60 frontage. Said signs shall complement the architecture of the buildings, and shall be subject to Planning Staff review and approval.

- 17) Final plans for the development shall incorporate, for the city's emerging multi-use trail system, a public easement for ingress and egress on the east side of the project.



Prepared by Rudy Esquivias
Senior Planner/Zoning Administrator

Attachments:

- Exhibit #1 - PZ-3-17 Application (pages 1-4)
- Exhibit #2 - Applicant's narrative & public participation plan (pgs. 5-13)
- Exhibit #3 - AN-1-04 annexation area map (pg. 14)
- Exhibit #4 - Pre-annexation and Economic Development Agreement (pgs. 15-28)
- Exhibit #5 - Ordinance No. 1236 (pgs. 29-32)
- Exhibit #6 - Citizen Participation input (pgs. 33-36)
- Exhibit #7 - City Attorney letter to Mr. McDougall dated 6-19-17 (pgs. 37-38)
- Exhibit #8 - PZ-3-17 Neighborhood Aerial (pg. 39)
- Exhibit #9 - Conceptual Development Plan (pgs. 40-42)



September 8, 2017

Bryant Powell
City Manager
300 E. Superstition Boulevard
Apache Junction, Arizona 85119

Dear Mr. Powell,

Kampgrounds of America, Inc. has approved the Tomahawk site location. We would ask that the same RV zoning at the existing Apache Junction KOA be applied to the Tomahawk site as well. This zoning would allow our franchisee to have RV camp sites, park model cabins, tent sites and a recreational building. This KOA will be family friendly and will not be a 55 plus adult park.

Thank you in advance for your consideration.

Sincerely,

Darin Uselman
Vice President
Franchise Services



EXHIBIT A: Planning and Zoning Application Form

Office Use Only: Filing Date 8/30/17
Staff RE
Fees Received \$1765 + \$500
Case 17-0055 P2-

TYPE OF APPLICATION

- | | | |
|--|---|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Abandonment (Plat/Easement/ROW) | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Cargo Container Permit | <input type="checkbox"/> Certificate of Legal Nonconformity | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Development Plan Review | <input type="checkbox"/> General Plan Amendment |
| <input type="checkbox"/> Lot Splits, Joins & Adjustments | <input type="checkbox"/> Ordinance Text Amendment | <input checked="" type="checkbox"/> Planned Development Rezoning |
| <input type="checkbox"/> Preliminary/Final Plat | <input type="checkbox"/> Preliminary Development Review | <input type="checkbox"/> Sign Permit |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Temporary Use Permits | <input type="checkbox"/> Zoning Map Amendment |
| <input type="checkbox"/> Other _____ | | |

SITE INFORMATION

SITE ADDRESS/LOCATION N/Ec Tomahawk Rd US 60 ASSESSORS PARCEL NUMBER 103-22-004A
GROSS AREA: 16.87 ac. NET AREA _____ EXISTING ZONING _____

BRIEF DESCRIPTION OF THE PROPOSED REQUEST:

APPLICANT INFORMATION

Property Owner(s) STEVE COCHRANE Trustee
Address 2232 S. Sonrelle Mesa, AZ. 85209
Phone Number 480 924 3900 Fax Number _____ Email thecochranegroup@gmail.com

Applicant Contact Person/Project Manager George McGavin / Linda Percision
Address 1703 N Thornton Rd CASAGRANDE AZ 85222
Phone Number _____ Fax Number _____ Email _____

Architect/Engineer KEVIN McDougall
Address 4624 E. Marilyn Rd PHX, AZ 85032
Phone Number 602-619 9900 Fax Number _____ Email KEVIN@mcDougalldevcon.com

OWNERS SIGNATURE: _____

DATE: 8/30/17

EXHIBIT B
PROPERTY OWNER CERTIFICATION FORM

I/We certify that:

I/We are the owner(s) of the property described in this application for rezoning and have submitted copies of deeds or title reports as proof of ownership.

I/We have read the application instructions and have truthfully completed this application. I/We understand that the City has the option of either approval or denial of this request following conduct of a Public Hearing.

I/We, being the owner(s) of the property in this application, have appointed Kevin McDougall as my/our representative agent. I/We have authorized him/her to do whatever is necessary to have this request considered favorably by the City of Apache Junction and agree that all correspondence relation to this matter should be delivered to him/her.

PLEASE PRINT

PLEASE PRINT

Property Owner STEVE COCHRANE Trustee John Cochran Trustee

Address 2232 S. Sorrelle

Phone Number 480 924 5900 Fax Number _____ Email the.cochrane@qmail.com

Property Owner _____

Address _____

Phone Number _____ Fax Number _____ Email _____

Property Owner _____

Address _____

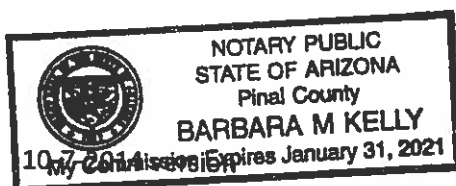
Phone Number _____ Fax Number _____ Email _____

STATE OF ARIZONA)
)
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this 30th day of August, 2017.

Barbara M. King
Notary Public

My Commission Expires: 1-31-2021





Planning and Zoning Application Form

RECEIVED

AUG 30 2017

Office Use Only: Filing Date _____
Staff _____
Fees Received _____
Case 17-00053

TYPE OF APPLICATION

City of Apache Junction
DEVELOPMENT SERVICES
BUILDING DIVISION

- | | | |
|--|---|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Abandonment (Plat/Easement/ROW) | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Cargo Container Permit | <input type="checkbox"/> Certificate of Legal Nonconformity | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Development Plan Review | <input type="checkbox"/> General Plan Amendment |
| <input type="checkbox"/> Lot Splits, Joins & Adjustments | <input type="checkbox"/> Ordinance Text Amendment | <input type="checkbox"/> Planned Development Rezoning |
| <input type="checkbox"/> Preliminary/Final Plat | <input type="checkbox"/> Preliminary Development Review | <input type="checkbox"/> Sign Permit |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Zoning Map Amendment |
| <input type="checkbox"/> Administrative Use Permit | <input type="checkbox"/> Business License | <input type="checkbox"/> Home Occupation (see supplement) |
| Other _____ | | |

SITE INFORMATION

SITE ADDRESS/LOCATION N&C Tomahawk & US. 60 (2851 S. Tomahawk Rd)
ASSESSORS PARCEL NUMBER 103-22-004A
GROSS AREA: 16.87 ac NET AREA _____ EXISTING ZONING _____

BRIEF DESCRIPTION OF THE PROPOSED PROJECT/USE:

4 ACRES Commercial for Hotel/Restaurant
12 ACRES KOA Campground

APPLICANT INFORMATION

Property Owner(s) STEVE COCHRANE Trustee
Address 2232 S. Sorrells Mesa, AZ 85209
Phone Number 480 924 5900 Fax Number _____ Email thecochranegroup@gmail.com
Applicant Contact Person/Project Manager George McGavin / LINDA BEACISON
Address 1703 N Thornton RD CASA GRANDE AZ 85122
Phone Number 602 980 4550 Fax Number _____ Email McGavin George @AOL.com

Planning & Zoning – Building & Safety – Revenue Development

300 E. Superstition Boulevard • Apache Junction, AZ 85119 • Ph: (480) 474-5083 • Fax (480) 982-7010

Architect/Engineer Kevin McDougall
Address 4624 E. MARILYN RD PHX, AZ 85032
Phone Number 602-619-9900 Fax Number _____ Email Kevin@mcDougalldevcon.com

THE CITY OF APACHE JUNCTION HAS ADOPTED BUILDING CODES AND A DEVELOPMENT GUIDE WHICH REGULATE CONSTRUCTION STANDARDS WITHIN THE CITY LIMITS. THE 2006 IBC, AS ADOPTED, REQUIRES THAT IF A CHANGE OF OCCUPANCY CLASSIFICATION AS IT RELATES TO THE UNIFORM BUILDING CODE IS INTENDED, A PERMIT AND A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED FROM THE BUILDING DIVISION. SHOULD YOU INTEND TO DO ANY WORK IN THE BUILDING, SUCH AS ANY REMODELING OR WORK CREATING A CHANGE IN THE FLOOR PLAN OR ANY WORK REQUIRING A CONSTRUCTION PERMIT, INCLUDING THE ERECTION OF SIGNS OR SITE IMPROVEMENTS, PERMITS ARE REQUIRED. AS THE BUSINESS LICENSE HOLDER, IT IS YOUR RESPONSIBILITY TO DETERMINE THESE REQUIREMENTS AND COMPLY WITH THEM. THE GRANTING OF ZONING CLEARANCE SHALL NOT BE CONSTRUED TO BE APPROVAL OF ANY VIOLATION OF THE PROVISIONS OF ANY APPLICABLE CITY CODES.

I CERTIFY THAT THE STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THE APPROVAL OF THIS CERTIFICATE DOES NOT RELIEVE ME FROM COMPLYING WITH THE PROVISIONS OF ANY APPLICABLE CITY CODE.

John Coltrane 8/30/17
SIGNATURE DATE

For Office Use Only

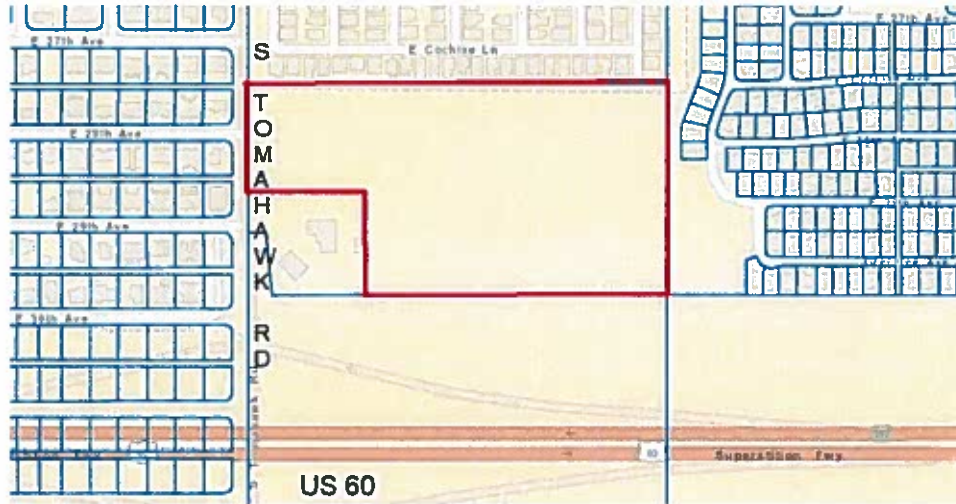
Received by: _____ Date: _____

Zoning Approval _____ Date: _____

Conditions of Approval:

Zoning: _____ APN: _____ BL# _____

Project Narrative for
US60 Tomahawk - A Planned Development
City of Apache Junction, AZ
 16.8 acres Located NE Corner of US60 and S Tomahawk Rd.



VICINITY MAP
 N.T.S.

Owner
 Steve Cochrane
 (480)688-9869

Applicant
 George McGavin
 1703 N. Thornton Road
 Casa Grande, AZ 85122
 (602) 980-4550

Author/Engineer
 McDougall Devcon
 Contact: Kevin McDougall, PE, RLS
 4624 E. Marilyn Rd.
 Phoenix, Arizona 85032
 (602) 619-9900
 kevin@mcdougalldevcon.com

Prepared by:



Date: August 31, 2017

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Narrative Report Special Use Permit Request

PURPOSE OF REQUEST

The purpose of this request is to obtain City of Apache Junction (City) approval and Conditional Use Permit approval for entire site Planned Development (PD) Commercial use (type B-1) zoned parcel for Hotel (PD B-1), RV Park (PD RVP w/CUP), see Zoning Code Pg. 46 for more specific language. The site is approximately 16.8 acres of vacant land and is located NE of US 60 and S. Tomahawk Rd. The subject parcel is Pinal County Recorder Assessor Parcel Number 103-22-004A; site address is 2851 S. Tomahawk Rd. The Pinal County existing zoning for the site is listed as Vacant Land. City shows zoning as RS-20 PD.

The approval of this zoning application allows the development of the 16.8 ac. site to be rezoned to PD B-1 as; roughly 4 acres Motel and restaurant type B-1 PD, 10.8 ac. RV Park B-1 PD CUP and 2 ac. open space. Ideal end users are large chain brand name tenants like Marriot Hotels, Cracker Barrel Restaurants and KOA Campgrounds however end users can only be brought under contract after completion of rezone process. The business sector determines actual end users and final plans will be submitted to building/engineering departments after rezone entitlement process is completed and users are signed up. The Owner and applicant have been in contact with City to receive guidance on land use, application process, entitlement options and requirements to obtain permits for the project.

PROJECT DESCRIPTION

The 4 acre Hotel/Restaurant site will be designed and built by others and we estimate 3 acres plus for hotel site at a basis 115 units per acre for 300-350 rooms (according to website fixr.com and USA Today). Motel amenities include; complimentary breakfast, restaurant, internet/Free Wi-Fi, Cable TV, parking, 24-hour front desk service, smoke free hotel, swimming pool, bar, air conditioning, coffee/tea in lobby and a TV/WIFI seating area in lobby.

The RVP area will ideally have a KOA type user and typical amenities include; activities, electric/water/sewer hookups, Wi-Fi, Cable TV, propane, firewood, dog park, bicycle rentals, tourist attractions featured, coffee, on-site recycling, fully stocked store, local tours, educational nature walks, kitchen for breakfast, playground, meeting place for RV Clubs & Rallies, Hiking, office, laundry, meeting room, pool, showers, pickle ball, bocce ball, play area and more. Current plan shows 127 RVP units although final number will be at or below 20 units per acre.

Site infrastructure improvements will include water, sewer, storm drain, dry utilities, paving and amenities. The minimum space size within RVP is listed as up to 20 units per acre (sizes vary by RVP camper type). The proposed project is compatible with the proposed zoning overlay for the site. Proposed setbacks are as follows:

Hotel/Restaurant Site per zoning code; RVP: front, rear and sides 3 feet, perimeter and side streets 8 feet.

RELATIONSHIP TO OTHER SURROUNDING PROPERTIES

The shape property is rectangular in an east/west orientation. Mobile Home Park use is to the North (RS 20PD), Tomahawk Road and single family residential (SFR) is to the West (RS-7/PD), East side is open space for Superstition Wash and SFR (RS-7/PD). Southwest corner is B-1 with Gas Station, car wash and convenience store. South of site is US 60 freeway.

Section 34



Figure 1 - Subject Parcel; City Zoning Map

ACCESS

The property is located just NE of US 60 and S. Tomahawk Rd. provides excellent regional access. S. Tomahawk Road is presently designated as an arterial roadway by the City of City and has a dedicated half-street 55-feet of right-of-way adjacent to the property. No additional dedication is required for the arterial roadway. According to records provided there is are existing easements; 30' wide 1/2 street ingress-egress easement (property south) and a 12' wide sewer easement along the east-west middle portion of the property.

TRAFFIC CIRCULATION

This project provides private 24' wide to back of curb paved roadways throughout the project. Curb types include ribbon, rolled and vertical as needed to convey storm water flows throughout the project. Access is through the existing access easement mentioned above.

LIGHTING

New outdoor lighting shall comply with the City's ordinance requirements relating to lighting and all applicable building codes.

SIGNAGE

No signage is being requested at this time. When needed, a future sign request shall comply with all applicable sign ordinance requirements and stipulations of approval.

DEVELOPMENT SCHEDULE

Development of the site is anticipated to start immediately following issuance of construction permits by the city and estimated to take 6-18 months to complete.

MUNICIPALITIES AND PUBLIC SERVICES**WATER**

Water service to the site is provided by Apache Junction Water Co. and a water main is located in S. Tomahawk Road. Water Co. is requested to provide system details and a "will serve" letter outlining the details of service.

SEWER

Sewer service is to be provided by Superstition Mountain Community Facilities District. Sewer system provider is requested to provide a "will serve" letter outlining capacity and details of service. Sewer construction shall be in accordance with City, ADEQ and Pinal County Environment Services Department. Upon completion of construction and testing, owner will submit a complete package for Engineers Certificate of Completion as required by code.

FIRE

Fire service is provided by Superstition Fire and Medical District.

POLICE

Police service is provided by City.

TRANSPORTATION

City and ADOT owns maintains right-of-way adjacent to the subject property.

FLOOD CONTROL

East boundary of the site is within Superstition Wash with a reported 100-year storm water flow of 1220 cfs. The site shall provide protection along the wash to meet the 100-year flow if constructed in accordance with applicable City codes and approved plans. Finish Floors shall be safe from inundation due to the 100 Year Flood.

SCHOOL DISTRICT

The project falls within the Apache Junction School District. The project serves a transient community and should have no impact on the school district.

UTILITY PROVIDERS AND SERVICES

Water - Apache Junction Water Co.

Sewer - Superstition Mountain Community Facilities District

Fire - Superstition Fire and Medical District

Police - City

Solid Waste - Apache Junction Land Fill Corp.

Electricity - Salt River Project

Telecommunications - MediaCom, Centurylink and others

CONCLUSION

The project provides compliance with City goals and objects for the site. The project is a good fit for the area and in compliance with City land use plans for the area. The proposed project is consistent with surrounding users and meets the goals for the area. Owner and applicant respectfully request approval of this rezone case and would like to express gratitude everyone involved at the City their input and help to help improve the community.

CITIZEN PARTICIPATION PLAN for
 US60 Tomahawk - A Planned Development
 City of Apache Junction, AZ
 16.8 acres Located NE Corner of US60 and S Tomahawk Rd.

Date: Aug. 31, 2017
 Property Owner:
 Owner, Steve Cochrane

Applicant
 George McGavin
 1703 N. Thornton Road
 Casa Grande, AZ 85122

Prepared by:
 McDougall Devcon
 Contact: Kevin McDougall, PE, RLS
 4624 E. Marilyn Rd.
 Phoenix, Arizona 85032
 (602) 619-9900
 kevin@mcdougalldevcon.com

1. Project Description

PURPOSE OF REQUEST

The purpose of this request is to obtain City of Apache Junction (City) approval and Conditional Use Permit approval for entire site Planned Development (B-1/PD) Commercial use zoned parcel, see Zoning Code Pg. 46 for more specific language. The site is approximately 16.8 acres of vacant land and is located NE of US 60 and S. Tomahawk Rd. The subject parcel is Pinal County Recorder Assessor Parcel Number 103-22-004A; site address is 2851 S. Tomahawk Rd. The Pinal County existing zoning for the site is listed as Vacant Land. City shows zoning as RS-20 PD.2.

Notification Technique

In order to provide effective citizen participation in conjunction with the Application, the applicant has already conducted one neighborhood meeting, and sent out notification letters to people within 300' of the project site.

A meeting is scheduled on Sept. 20, 2017 at KOA, 1540 S Tomahawk Rd, Apache Junction, AZ 85119 at 7 p.m. We will send at least one additional letter by first class mail to the list of stakeholders identified in this Citizen Participation Plan. The letter described the proposed zoning action request, and included a conceptual land use plan, and encouraged contact for feedback/questions. The letter included contact information for both the City and Owner's

representative. A copy of the draft letter is attached to this plan. Meeting notes from the meeting will be included with this plan.

We have assembled our list of stakeholders based upon input from the City, and upon knowledge of the area surrounding the project site. Notification will be sent to all identified stakeholders.

1. All property owners within 300 feet of the site will be notified.
2. Other Homeowner Associations. Notification to such groups is typically required when these groups are within 1,000 feet of the site.

Stakeholder feedback received at the neighborhood meeting will be summarized and provided to the City as part of the final application submittal. Feedback and recommendations received will be discussed by the project team with modifications to the design of the project as deemed necessary. As needed, individual contact will be made to stakeholders as to the processing of their feedback and recommendations. Individuals will be able to contact George McGavin, 1540 S Tomahawk Rd, Apache Junction, AZ 85119 at 602-980-4550 at any time during the application process.

All materials such as the neighborhood notice letter, written comments received, stakeholder feedback and response by the applicant will be summarized in the Citizen Participation Report. This Report will be submitted to the City Planner assigned to this project when they are assigned. Phone calls will be made to update the assigned planner on the progress of the Citizen Participation Plan. The Report will be submitted to the City at least 15 days prior to the public hearing, providing ample time for the Applicant and City to identify and address potential neighborhood issues.

3. Schedule

Original Citizen Participation Plan Submittal: Aug. 31, 2017

Approval of Citizen Participation Plan Submittal: Sept. 6, 2017 (tentative)

Notification Letter to Stakeholders: Sept. 6, 2017

Neighborhood Meeting: Sept. 20, 2017

Meeting with Planning Department: Sept. 21, 2017

Submittal of Final Citizen Participation Report: Sept. 30, 2017 (tentative)

8/31/2017

RE: 2851 S. Tomahawk Rd.

Proposed Planned Development

Dear Neighbor,

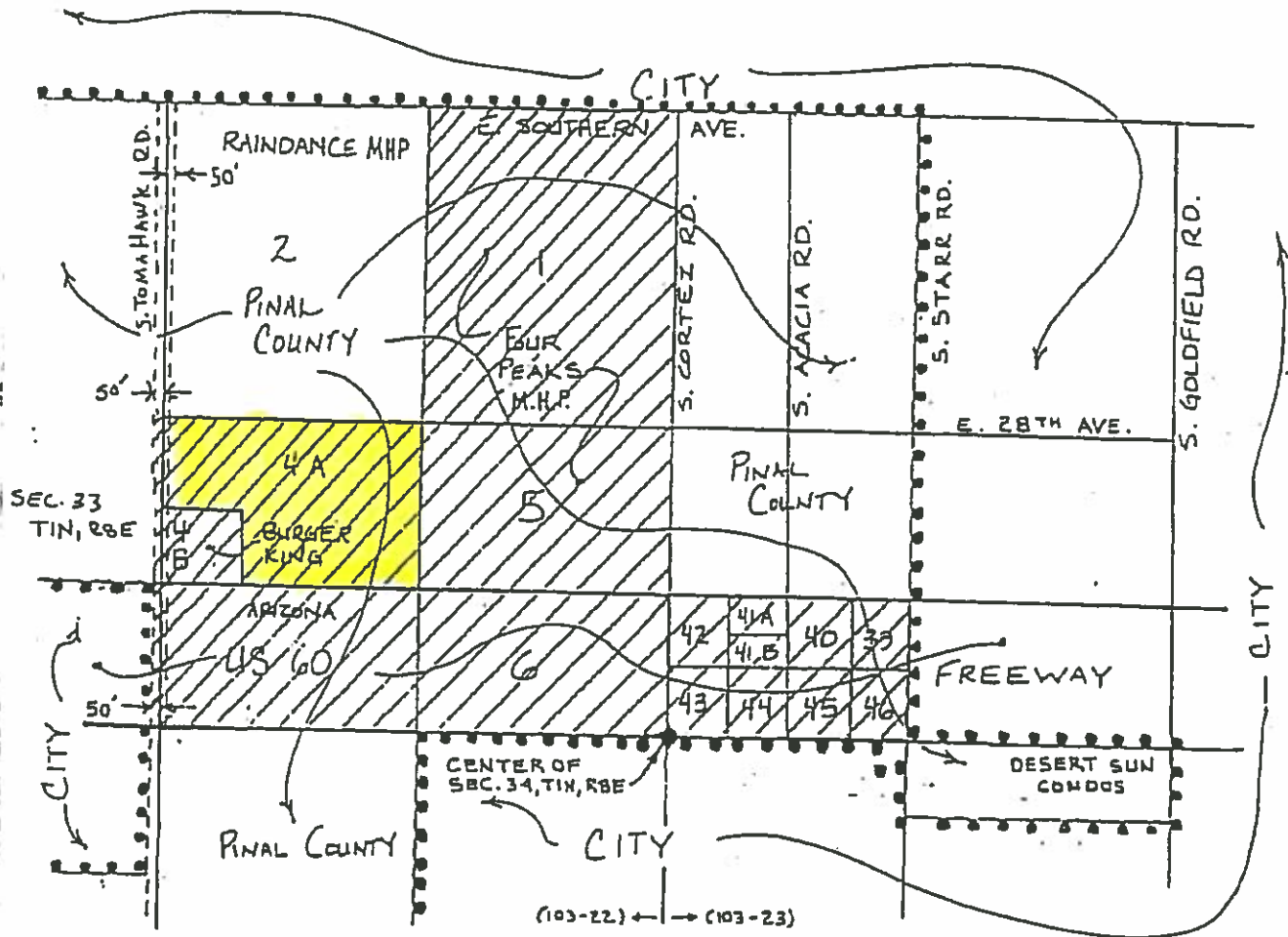
We propose to file an application with the City of Apache Junction Planning and Zoning Division to permit a commercial Planned Development at site address 2851 S. Tomahawk Rd. We are hosting a neighborhood meeting to discuss our application and proposal with neighbors on: Wednesday September 20, 2017 at 7 pm at the KOA, Meeting Room, 1540 S Tomahawk Rd, Apache Junction, AZ 85119. You are welcome to attend this neighborhood meeting to learn about our project.

The approval of this zoning application allows the development of the 16.8 ac. site to be rezoned to PD B-1 as; roughly 4 acres Motel and restaurant type B-1 PD, 10.8 ac. RV Park B-1 PD CUP and 2 ac. open space. The approval of this zoning application allows the development of the 16.8 ac. site to be rezoned to PD B-1 as; roughly 4 acres Motel and restaurant type B-1 PD, 10.8 ac. RV Park B-1 PD CUP and 2 ac. open space. Ideal end users are large chain brand name tenants like Marriot Hotels, Cracker Barrel Restaurants and KOA Campgrounds. I would be happy to answer any questions or concern that you may have regarding this proposal. You may reach me, George McGavin at 602-980-4550 or write mcgavingeorge@gmail.com.

Sincerely,

George McGavin

AN-1-04 EXHIBIT A



Legal Description:

The East half of the Northwest quarter of Section 34; AND the Southwest quarter of the Northwest quarter of Section 34; AND the East 50' of the Southeast quarter of the Northeast quarter of Section 33; AND the South half of the Southwest quarter of the Northeast quarter of Section 34, Township 1 North, Range 8 East of the Gila & Salt River Base and Meridian, Pinal County, Arizona

AREA TO BE
ANNEXED BY
CITY OF APACHE
JUNCTION, AZ



NOT TO SCALE

CITY LIMITS

(NUMBERS INDICATE PARCEL NUMBERS ON PINAL CO. ASSESSOR MAPS 103-22 AND 103-23)



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE

When recorded return to:
Richard Joel Stern, Esq.
Apache Junction City Attorney
1001 North Idaho Road
Apache Junction, AZ 85219

DATE/TIME: 05/06/05 1459
FEE: \$15.50
PAGES: 14
FEE NUMBER: 2005-052328

file
Cochrane
4 Peaks
BK
Amn JN
file

**PREANNEXATION AND ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
CITY OF APACHE JUNCTION AND COCHRANE INSURANCE TRUST
AND KEITH PILGER**

This Preannexation and Economic Development Agreement is entered into as of *February* 2005, by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation (hereinafter the "City") and HAROLD P. COCHRANE, SHIRLEY COCHRANE, Trustees of Cochrane Insurance Trust, and KEITH S. PILGER (hereinafter and collectively the "Owners").

RECITALS

WHEREAS, Owners own the property described in Exhibit A and depicted in Exhibit B, both attached hereto (collectively, the "Property"); and

WHEREAS, the Property includes approximately 17.5 acres of Manufactured Home zoned land all located within unincorporated Pinal County, Arizona, with a land use designation of Employment Retail under the 1999 Apache Junction General Plan; and

WHEREAS, Owners desire to build an employment/commercial/ retail center at this location; and

WHEREAS, Owners and the City wish to enter into this economic development agreement to provide for the development of the Property; and

WHEREAS, this Property is located in a commercially strategic area of the City and any improvement to the Property would greatly encourage new development in the area; and

WHEREAS, Arizona Revised Statutes Annotated (hereinafter "A.R.S.") § 9-500.05 authorizes the City to enter into a development agreement with a landowner or any other person having an interest in real property located within the City to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions and requirements for public infrastructure and the financing of public infrastructure; and

WHEREAS, in approving this Agreement, the Apache Junction City Council finds that all activities relating to the development of the Property are

economic development activities within the meaning of A.R.S. § 9-500.11(C); that all expenditures by the City pursuant to the Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities; and that it is appropriate to provide Owners with the benefits in this Agreement as an inducement to Owners to construct improved infrastructure in the City; and

WHEREAS, the Apache Junction City Council further finds that development of the Property will substantially increase economic development activity in the City by: 1) potentially increasing sales tax revenue; 2) creating and retaining jobs; 3) encouraging the development of property in the vicinity of the Property for retail purposes; 4) redirecting the public's retail expenditures to businesses located within the City's corporate limits; 5) enhancing the safety of roadways in the area; and 6) enhancing the safety of pedestrian traffic by adding street and pedestrian lighting and sidewalks.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Accuracy of the Recitals: The parties hereby acknowledge the accuracy of the Recitals set forth above, which are incorporated herein by this reference.

2. Term: This Agreement shall commence on the date it is recorded with the Pinal County Recorder's Office (the "Effective Date") and shall continue until January 1, 2015.

3. Restrictions on Development and Operation: The development and operation of the Property including, without limitation, the type of use, lot splits, subdivisions of land, preliminary and final plats, the maximum height and size of buildings, building setback requirements, parking requirements, signage, landscaping requirements, loading zone requirements and provisions for reservation or dedication of land for public purposes, will be governed by the following (collectively the "Development Criteria") as they exist on the Effective Date:

- (a) The City's General Plan; and
- (b) Regulations and requirements set forth in the Apache Junction City Code, Land Development Code, Zoning Ordinance, Engineering Guidelines, and in stand-alone ordinances and resolutions; and
- (c) Design Guidelines as adopted by the City Council; and
- (d) Parks and Open Space and Right-of-Way Landscape Standards.

4. City's Obligations:

(a) City will waive or refund as the case may be to Owners all development, plan check, and permit fees pertaining to the initial development of the Property. The "initial" development shall be the first phase of construction only.

(b) Upon annexation in the City, the property will receive TH ("Trailer Homesite"), a residential zoning designation. After annexation is effectuated, the City will first initiate a rezoning case wherein staff will recommend the zoning designation of TH/PD ("Trailer Homesite by Planned Development") from TH with a stipulation that no future manufactured home communities will be permitted. As developments of the property are proposed, the City will initiate rezoning from TH/PD to C-3/PD ("General Commercial District by Planned Development") for each development site. City Council will have the final decision on zoning designation conditions.

(c) City will accelerate approvals, plan checks, reviews and other administrative actions to allow Owners to begin marketing and sales activities as soon as possible.

(d) City shall waive all fees for subdivision process and City staff shall recommend a phasing schedule for the installation of the public improvements. Owners shall be responsible to comply with all platting requirements, including the design of the improvements.

5. Owner's Obligations:

(a) Owners shall advise prospective developers to contact City staff regarding building and operating businesses subject to the City's design guidelines and all other City Codes. All sales shall be within the City of Apache Junction.

(b) Owners will dedicate and improve all necessary right-of-ways for access to the Property from Tomahawk Road as the property is developed.

(c) Owners will provide the Superstition Mountains Community Facilities District No. 1 with a sewer easement, if such easement is not already in place, for necessary facilities to service adjoining properties as properties are developed.

(d) Upon being presented an Annexation Petition, each of the Owners will sign it unconditionally.

(e) Owners will not contest or oppose City initiated rezoning of the property as outlined in paragraph 4(b) above.

6. City Representations: City acknowledges that Owners are expending considerable sums in development of the Property in reliance on this Agreement. City acknowledges that Owners shall continue to expend considerable sums with respect to the same in reliance on the provisions of this Agreement. City represents the Property is located within the municipal limits of the City. City is a duly organized, validly existing municipal corporation in the State of Arizona. The individuals executing this Agreement have all necessary authority to enter into this Agreement and to bind City.

(a) Aside from what has already been disclosed, City is not aware of any litigation, referendum, investigation, initiative or proceeding pending or, to the knowledge of City, contemplated against City, the Property, this Agreement, the zoning of the Property, or the levy or collection of any transaction privilege tax which would impair or adversely affect City's ability to perform its obligations under this Agreement or under any instrument or document related hereto or which would impair or adversely affect activity on the Property.

7. Owners' Representations: Owners guarantee that all representations are true in all material respects as of the date of this Agreement. The transactions contemplated by this Agreement, the execution of this Agreement and Owners' performance hereunder have been duly authorized by all requisite action of Owners or their agents and no other approval or consent is required for this Agreement to be binding upon Owners.

8. Cooperation and Procedure for Disputes:

(a) Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this Agreement, City and Owner each shall designate and appoint a representative to act as a liaison between City and its various departments and Owners. The initial representative for City (the "City Representative") shall be City Manager George Hoffman or his designee, and the initial representative for Owners shall be Harold Cochrane. The representatives shall be available at all reasonable times to discuss and review the performance of the parties' respective obligations under this Agreement.

(b) Expedited City Decisions. City and Owners agree that Owners must be able to proceed expeditiously with the development of the Property, and that, accordingly, an expedited City review process is necessary. City shall review all such matters in an expedited manner. City shall, to the extent required by law, publish, post and give all notices relating to the same in a diligent and expeditious manner. The parties agree that if at any time Owners believe that an impasse has been reached with City staff concerning any issue affecting the Property, City shall assign said dispute to the appropriate board or commission having jurisdiction over the same for adjudication and disposition on an expedited basis. If the issue on which an impasse has been reached is an issue where a final decision can be reached by City Staff, City Representative shall give Owners a final decision within fourteen (14) calendar days after the

request for an expedited decision is made. If the issue on which an impasse has been reached is one where a final decision requires action by City Council, City Representative shall be responsible for scheduling a City Council hearing on the issue at the next available City Council meeting after the request for an expedited decision is made; provided however, that if the issue is appropriate for review by the City's Planning and Zoning Commission, Construction Board of Appeals or Board of Adjustment, the matter shall be handled as quickly as legally possible.

(c) Default. Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) calendar days (the "Cure Period") after written notice thereof from the other party shall constitute a material default under this Agreement. Said notice shall specify the nature of the alleged material default and the manner in which said material default may be satisfactorily cured, if possible. If any party to this Agreement is in material default under any provision, the non-defaulting party shall be entitled to pursue any and all remedies available to it at law or in equity.

9. Mediation: If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) calendar days, either party may request the presiding judge of the Superior Court of Pinal County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

10. Notices and Filings:

(a) Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by express or overnight mail or by registered or certified first class United States Mail, postage prepaid, as follows:

If to the City, to:	City Manager 300 East Superstition Boulevard Apache Junction, Arizona 85219
And to:	City Attorney 300 East Superstition Boulevard Apache Junction, Arizona, 85219
If to Owners, to:	Hal Cochrane 1500 North Markdale #22 Mesa, AZ 85201

The parties may from time to time designate in writing and deliver in a like manner any other such address which they deem necessary without modifying this Agreement.

11. Mailing Effective: Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon receipt or refusal.

12. General:

(a) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no wavier by City or Owners of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

(b) Attorney Fees. In any quasi-judicial or administrative proceedings or any other action in any court of competent jurisdiction, brought by either party to enforce any covenant or any of such party's rights or remedies under this Agreement, including any action or declaratory or equitable relief, each party shall bear their own attorney fees and all costs, expenses and disbursements in connection with such action, unless such action is determined by a court to be brought in bad faith, in such case the court may order attorney fees and costs accordingly.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

(d) Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(e) Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

(f) Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

(g) Time of the Essence and Successors/Assignment and Transfer.

(i) Time is of the essence in this Agreement. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereof.

(ii) Neither party may assign any of its rights or obligations hereunder, except as mutually agreed upon in writing by Owners and City Council.

(h) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Owners and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

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

(j) Amendment. No change or additions to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) calendar days after any amendment to this Agreement, such amendment shall be recorded, at City's expense, in the Official Records of Pinal County, Arizona.

(k) Recordation and Effective Date. No later than ten (10) calendar days after this Agreement has been executed by City and Owners, it shall be recorded in its entirety, by City at City's expense in the Official Records of Pinal County, Arizona. This Agreement shall become effective and shall be binding upon and enforceable by all parties hereto, their successors and assignees, immediately upon recordation in the office of the Pinal County Recorder.

(l) Unexcused Delays. Neither City nor Owner shall be in default under this Agreement in the event of enforced delay due to causes (a) beyond its control and without fault or negligence, including but not limited to acts of God, acts of the Federal or State government, acts of the other party, acts of third parties, terrorist acts, litigation concerning the validity or enforceability of this Agreement or relating to transactions contemplated, including the effect of petitions for referendum, or initiative, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, unusually severe weather or the delays of subcontractors or materialmen due to such causes; (b) bankruptcy, insolvency or similar action, or any foreclosure or other exercise of remedies of any lender; and

(c) without limiting the foregoing, any action or inaction of City, its officers, agents, departments, committees, Council, Boardmembers, Commissioners, which delays, directly or indirectly, Owners ability to comply with any construction schedule. In the event of the occurrences of any such enforced delay, the time or times for performance of the obligations of the party claiming delay shall be extended for a period of the enforced delay; provided that the party seeking the benefit of the provisions of this section shall within thirty (30) calendar days after such party knows of such enforced delay, first notify the other party of the specific delay in writing and claim the right to an extension for the period of the enforced delay; provided however that either party's failure to notify the other of an event constituting an enforced delay shall not alter, detract from or negate its character as an enforced delay was not known or reasonably discovered by such party.

(m) Governing Law and Venue. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county or jury trial.

(n) Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then 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, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

(o) Indemnity. The parties to this Agreement agree to indemnify and hold harmless each other, its officers, departments, divisions, employees and agents, and contractors from any and all claims, liabilities, expenses or lawsuits as a result of or omissions of each other.

(p) Successors and Assigns. Provided that effective assignments are made, all of the conditions set forth herein shall inure and be binding upon the successors in interest of each of the parties hereto.

(q) Conflict of Interest. Pursuant to A.R.S. Section 38-511, incorporated herein by reference, the parties understand and agree that this Agreement is subject to cancellation by City or its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of City, or its departments or agency, is at any time, while the Agreement or any extension or modification thereof, is in effect,

an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date and year first above written.

OWNERS:

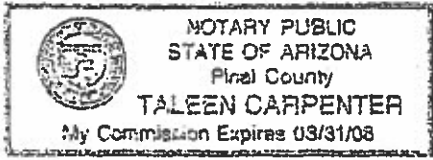
The Cochrane Insurance Trust:

Harold P. Cochrane
Trustee: Harold P. Cochrane

State of Arizona)
County of Pinal) ss.

The foregoing instrument was acknowledged before me this 7th day of February, 2005, by Harold P. Cochrane.

(Seal and Expiration Date)



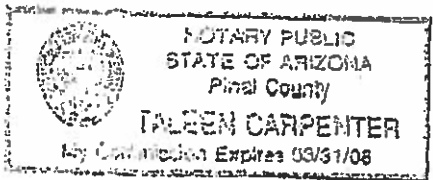
Taleen Carpenter
Notary Public

Shirley Cochrane
Trustee: Shirley Cochrane

State of Arizona)
County of Pinal) ss.

The foregoing instrument was acknowledged before me this 7th day of February, 2005, by Shirley Cochrane.

(Seal and Expiration Date)



Taleen Carpenter
Notary Public

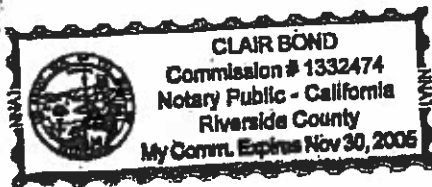
Keith S. Pilger
Keith S. Pilger

State of California ss.
County of Riverside

The foregoing instrument was acknowledged before me this 11th
day of February, 2005, by Keith S. Pilger.

(Seal and Expiration Date)

Clair Bond
Notary Public



THE CITY OF APACHE JUNCTION, an
Arizona municipal corporation

Douglas Coleman
By: Douglas Coleman
Its: Mayor

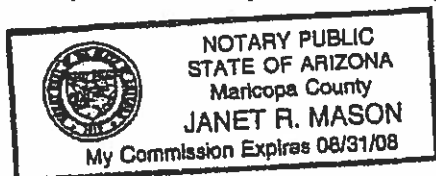
ATTEST:

Kathleen Connolly
Kathleen Connolly, City Clerk

State of ARIZONA)
County of PINAL) ss.

The foregoing instrument was acknowledged before me this 8th
day of APRIL, 2005, by Douglas Coleman, the Mayor of the City of
Apache Junction, an Arizona municipal corporation, on behalf of the corporation.

(Seal and Expiration Date)



[Signature]
Notary Public

APPROVED AS TO FORM:

~~3~~ 4-8-05
Richard J. Stern, City Attorney

EXHIBIT A

The North half of the Southwest quarter of the Northwest quarter of Section 34, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT that portion of the North half of the Southwest quarter of the Northwest quarter of Section 34, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, which lies Southerly and Westerly of the following described line;

Beginning at a point on the West line of said Section 34, which point bears North 0 degrees 05 minutes 23 seconds West, 854.00 feet from the West quarter corner of said Section 34; thence North 89 degrees 56 minutes 08 seconds East 54.60 feet; thence South 5 degrees 47 minutes 56 seconds East, 194.25 feet to the point of ending on the South line of said North half of the Southwest quarter of the Northwest quarter of Section 34; and

EXCEPTING and RESERVING, however, unto the United States of America, all the coal and other minerals in the lands, as set forth in the Patent of said land; and

EXCEPT a portion of the North half of the Southwest quarter of the Northwest quarter of Section 34, Township 1 North, Range 8 East, Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows;

COMMENCING at the West Quarter of said Section 34;

THENCE North 00 degrees 00 minutes 06 seconds West (an Assumed bearing) along the West line of said Section 34, a distance of 990.76 feet;

THENCE South 89 degrees 57 minutes 05 seconds East a distance of 50.00 feet, to a point on the East right of way of Tomahawk Road, said point being the POINT OF BEGINNING;

THENCE continuing South 89 degrees 57 minutes 05 seconds East a distance of 319.78 feet;

THENCE South 00 degrees 02 minutes 55 seconds West a distance of 330.00 feet, to a point on the South line of the North half of the Southwest quarter of Section 34;

THENCE North 89 degrees 57 minutes 05 seconds West along the South line of the North half of the Southwest quarter of the Northwest quarter of Section 34, a distance of 295.58 feet, to a point on the East right of way of Tomahawk Road;

THENCE North 05 degrees 42 minutes 27 seconds West along the said right of way a distance of 194.26 feet;

THENCE North 89 degrees 58 minutes 29 seconds West continuing along said right of way line a distance of 4.60 feet;

THENCE North 00 degrees 00 minutes 06 seconds West continuing along said right of way, said line being parallel to and 50 feet East of the West line of said Section 34, a distance of 136.72 feet to the POINT OF BEGINNING; and

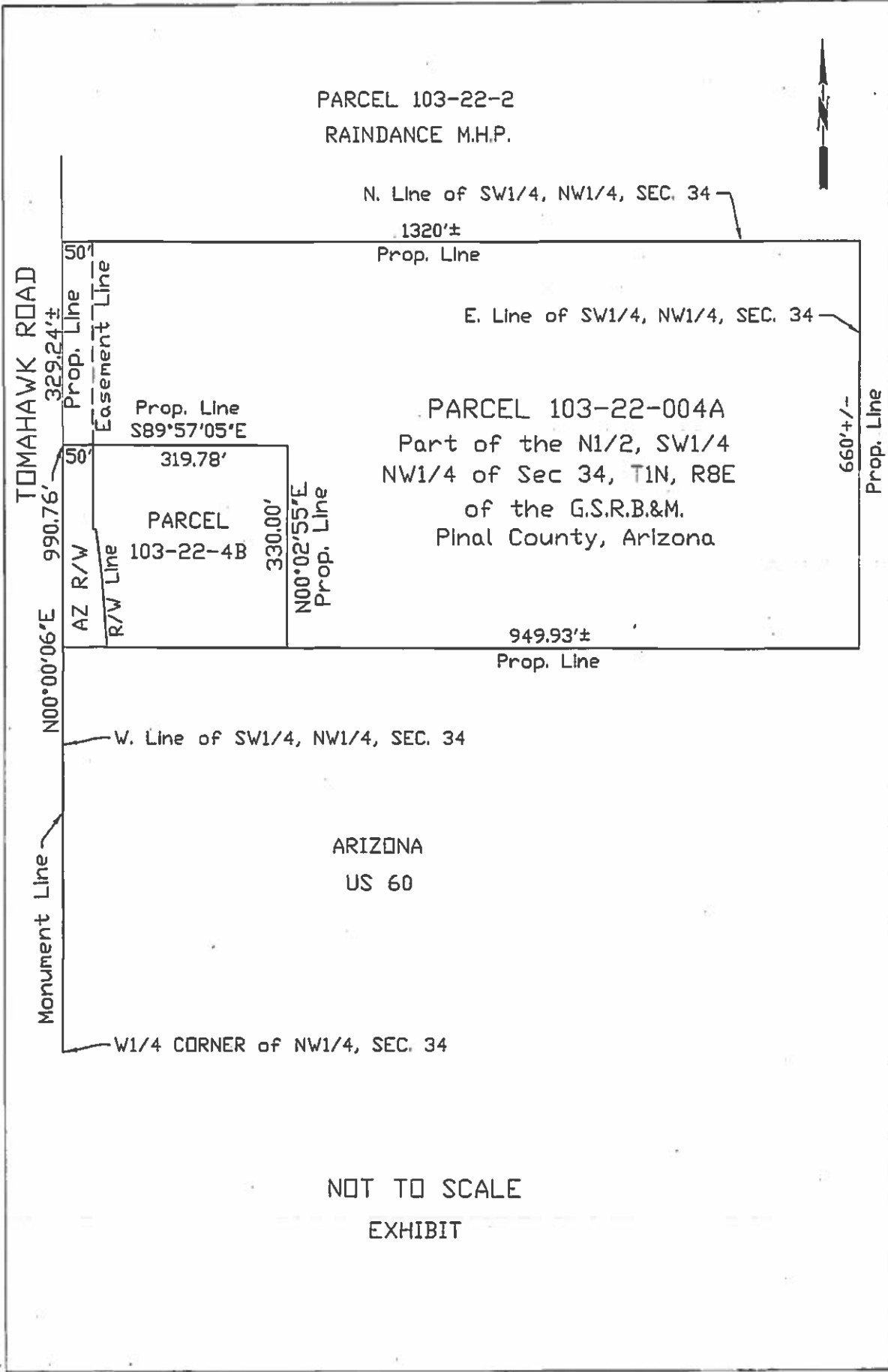
EXCEPT THEREFROM, all coal and other mineral deposits as reserved in the Patent recorded in Book 53, Page 380 of Deeds.

SHEET
1
OF 1

CITY OF APACHE JUNCTION
Public Works - Engineering

Parcel #103-22-004A
Owner: Cowley Holdings
LLC

PARCEL 103-22-004A
EXHIBIT



ORDINANCE NO. 1236

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AMENDING THE APACHE JUNCTION, ARIZONA, ZONING ORDINANCE, BY AMENDING THE ZONING DISTRICT MAP, CITY OF APACHE JUNCTION, ARIZONA, CHANGING THE ZONING DISTRICT CLASSIFICATION IN REZONING CASE PZ-2-05 FROM TH ("TRAILER HOMESITE") TO TH/PD ("TRAILER HOMESITE BY PLANNED DEVELOPMENT"); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on May 24, 2005, the Apache Junction Planning and Zoning Commission, unanimously voted 6 to 0 to recommend approval of the request for rezoning, Case PZ-2-05, to change the zoning district classification from TH to TH/PD.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA THAT:

SECTION I: IN GENERAL

The zoning district classification on the Zoning District Map, City of Apache Junction, Arizona, for the parcel of land legally described as:

The North half of the Southwest quarter of the Northwest quarter of Section 34, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona; and

EXCEPT that portion of the North half of the Southwest quarter of the Northwest quarter of Section 34, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, which lies Southerly and Westerly of the following described line; and

Beginning at a point on the West line of said Section 34, which point bears North 0 degrees 05 minutes 23 seconds West, 854.00 feet from the West quarter corner of said Section 34; thence North 89 degrees 56 minutes 08 seconds East 54.60 feet; thence South 5 degrees 47 minutes 56

seconds East, 194.25 feet to the point of ending on the South line of said North half of the Southwest quarter of the Northwest quarter of Section 34; and

EXCEPTING and RESERVING, however, unto the United States of America, all the coal and other minerals in the lands, as set forth in the Patent of said land; and

EXCEPT a portion of the North half of the Southwest quarter of the Northwest quarter of Section 34, Township 1 North, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows; and

COMMENCING at the West quarter of said Section 34; and

THENCE North 00 degrees 00 minutes 06 seconds West (an assumed bearing) along the West line of said Section 34, a distance of 990.76 feet; and

THENCE South 89 degrees 57 minutes 05 seconds East, a distance of 50.00 feet, to a point on the East right-of-way of Tomahawk Road, said point being the POINT OF BEGINNING; and

THENCE continuing South 89 degrees 57 minutes 05 seconds East, a distance of 319.78 feet; and

THENCE South 00 degrees 02 minutes 55 seconds West, a distance of 330.00 feet, to a point on the South line of the North half of the Southwest quarter of Section 34; and

THENCE North 89 degrees 57 minutes 05 seconds West, along the South line of the North half of the Southwest quarter of the Northwest quarter of Section 34, a distance of 295.58 feet, to a point on the East right-of-way of Tomahawk Road; and

THENCE North 05 degrees 42 minutes 27 seconds West, along the said right-of-way, a distance of 194.26 feet; and

THENCE North 89 degrees 58 minutes 29 seconds West continuing along said right-of-way line, a distance of 4.60 feet; and

THENCE North 00 degrees 00 minutes 06 seconds West, continuing along said right-of-way, said line being parallel to and 50 feet East of the West line of said Section 34, a distance of 136.72 feet to the POINT OF BEGINNING; and

EXCEPT THEREFROM, all coal and other mineral deposits as reserved in the Patent recorded in Book 53, Page 380 of Deeds

Be and hereby is amended from TH to TH/PD, subject to the following stipulations:

- 1) Manufactured home parks, travel trailer parks, or recreational vehicle parks, as defined in the City of Apache Junction Zoning Ordinance, Sections 15.0802 and 15.0804, are prohibited.
- 2) Any future development of the subject site shall require a major planned development amendment pursuant to the City of Apache Junction Zoning Ordinance, Section 19.0111.

SECTION II: REPEALING ANY CONFLICTING PROVISIONS

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III: PROVIDING FOR SEVERABILITY


If any section, subsection, sentence phrase clause or portion of this ordinance, or any part of the code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS 21ST DAY OF JUNE, 2005


SIGNED AND ATTESTED TO THIS 21ST DAY OF JUNE, 2005.


DOUGLAS COLEMAN
Mayor

ATTEST:


KATHLEEN CONNELLY
City Clerk

APPROVED AS TO FORM:

 6-15-05
RICHARD JOEL STERN
City Attorney

Rudy Esquivias

From: Kevin McDougall <Kevin@mcdougalldevcon.com>
Sent: Thursday, September 21, 2017 8:05 AM
To: marciaking13602@gmail.com
Cc: 'George McGavin (mcgavingeorge@aol.com)'; Pearson Linda (LLPDINO@AOL.COM); Steve Cochrane; Rudy Esquivias
Subject: RE: Tomahawk development - Citizen Participation
Attachments: 2017-09-21 01 SP PRELIM 03-Layout1.pdf

Hi Marcia,

I am the civil engineer on the proposed project. Attached is a conceptual drawing of the project. The site is currently in the re-zoning process so we don't know anything about the restaurant/hotel area building heights but it's usually driven by the number of parking spaces around it. Yes a 6' CMU (concrete) perimeter wall is required to secure the property. Setbacks are usually same as city code and there is a wash (Superstition Wash) along the east boundary of the site which creates a natural setback. Hope that helps answer some of your questions.

Thank you,

Kevin McDougall, PE, RLS
 McDougall Devcon, President



Civil Engineering – Land Surveying – Construction Management

4624 E. Marilyn Rd.

Phoenix, AZ 85032

Call: 602.619.9900

Email: kevin@mcdougalldevcon.com

Web Page: www.mcdougalldevcon.com

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From: mcgavingeorge [<mailto:mcgavingeorge@aol.com>]
Sent: Wednesday, September 20, 2017 8:58 PM
To: Kevin Mcdogell
Subject: Fwd: Tomahawk development

Sent from my Sprint Samsung Galaxy S7 edge.

----- Original message -----

From: Marcia King <marciaking13602@gmail.com>
Date: 9/20/17 3:54 PM (GMT-07:00)
To: mcgavingeorge@aol.com
Subject: Tomahawk development

Hmm. I e mailed you at the address im your letter. I was wondering if i could see a sketch of the proposed development. How high is the hotel going to be? Where in relationship is it going to be to jacobs ranch?

Is there going
to be a buffer to our wall?

Just small things like that

Oh and is the campgrounds for short term rental only or long term

Thank you

Rudy Esquivias

From: Kevin McDougall <Kevin@mcdougalldevcon.com>
Sent: Thursday, September 21, 2017 8:13 AM
To: Rudy Esquivias
Cc: 'George McGavin (mcgavingeorge@aol.com)'; Steve Cochrane; Pearson Linda (LLPDINO@AOL.COM)
Subject: US60/ Tomahawk 16 ac Site Rezone Case - Public Participation Meeting
Attachments: 2017-09-20 Citiz Partic Meeting.pdf

Rudy,

Attached is the sign in sheet for the meeting last night at the KOA (held 7pm 9/20/2017).

A total of 4 people showed up for the meeting (see attached PDF sign in sheet). We discussed the project and held a vote at the end of the meeting.

Everyone at the meeting voted in favor of the project moving forward.

Thank you,

Kevin McDougall, PE, RLS
McDougall Devcon, President



Civil Engineering – Land Surveying – Construction Management

4624 E. Marilyn Rd.

Phoenix, AZ 85032

Call: 602.619.9900

Email: kevin@mcdougalldevcon.com

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MEETING SIGN-IN SHEET

Meeting Date: 9/20/2017

Facilitator: Tomahawk Holding

Place:
**Mesa Apache
Junction KOA**

[illegible]



City of Apache Junction

Home of the Superstition Mountains

City Attorney's Office

June 19, 2017

Kevin McDougall
McDougall Devcon
4624 E. Marilyn Road
Phoenix, AZ 85032

Subject: Proposed Development at NE Corner of U.S. Highway 60 and Tomahawk; Our File No. 17- 028

Mr. McDougall:

Thank you for your letter dated June 8, 2017 and accompanying email in follow-up to our recent meeting relating to the above noted matter.

City staff is excited to learn that you are interested in developing Mr. Cochrane's property located at the northeast corner of Tomahawk and U.S. Highway 60. Staff is very supportive of additions that attract tourists and enhances economic development and that are in harmony and consistent with the city's general plan.

We understand your need to count on some level of certainty as to the conceptual acceptance of the project. We welcome a proposed B-1 or B-2 Planned Development that would allow construction of a hotel/motel, restaurants, retail and tourist/traveler-oriented businesses on at least 4 acres of the 16.8 acre parcel.

Staff would expect the KOA-type campground to be developed within the following parameters: 1) The campground shall be located on a plot of ground upon which two or more campsites are established or maintained for occupancy by the general public for temporary living quarters for recreational, educational or vacation purposes; 2) The campground shall be connected to the Superstition Mountains Community Facilities District ("SMCFD") sewer system; 3) There shall be no park models, mobile homes, manufactured homes, HUD sticker units, factory-built units, habitable accessory structures, storage sheds or tiny houses; 4) There shall be significant mitigating screening, landscaping and amenities to soften the appearance of the campground which would be visible

from the anticipated hotel/motel/conference center/US Highway 60/Tomahawk; 5) Developer will also need to waive confidentiality under A.R.S. Title 42 so staff can review taxable activities at the existing KOA campsite for the last calendar year; 6) Staff may also suggest conditions which would not allow outright or would limit the number of spaces which could be used for year-round rentals, require that a certain percentage of spaces be developed with the cabin structures, and limit the numbers of spaces which would be improved with sewer hook-ups, to encourage camping, not RV-park-style long term stays.

Your anticipated project would require development and permit fees. You would have to consult with the sewer, water and fire districts to verify their fees and connection costs. You should also ask the appropriate entities to verify adequate capacity for the anticipated uses.

It is staff's desire that the following additional uses would not be permitted: RV parks, RV storage, mobile home/manufactured home parks or subdivisions, modular homes, dollar stores, tattoo businesses, any uses limited to 55+ and other low sales tax producing ventures.

Should the property be divided into four or more parcels, the subdivision regulations shall apply to the site.

Please remember this letter is only staff's unofficial position and does not necessarily reflect the policy of the mayor and city council. For a planned development rezoning, your project will be subject to planning and zoning commission recommendation and ultimately a public hearing and vote before the mayor and city council.

Cordially Yours,



R. Joel Stern
City Attorney

PZ-3-17 NEIGHBORHOOD AERIAL

City of Apache Junction

Internal GIS Viewer

