WHEN RECORDED RETURN TO:

City of Mesa (Beth Hughes-Ornelas)
55 North Center Street
Mesa, AZ 85201

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement" or "DA") is entered into the _____ day of _____, 2016, by and between Joseph and Jeanette Cardinale Trust, a California Trust ("Owner") and the CITY OF MESA, an Arizona municipal corporation (the "City"). Owner and City are collectively referred to herein as the "Parties," or individually as the "Party."

RECITALS:

A. Owner is the owner of approximately 2 acres of property located east of Power Road and immediately south of the US 60 Superstition Freeway in Mesa, Arizona and legally described in Exhibit A and depicted in Exhibit B (the "Property") within the City of Mesa, AZ.

B. The Property, referred to as Lot F of Superstition Springs Auto Center, is part of an existing 32 acre Planned Area Development Overlay (PAD) that was approved by the Mesa City Council in 2001 with the adoption of Ordinance #3889 attached hereto as Exhibit C. The Ordinance had several conditions of approval.

C. The Owner has submitted an application to modify the PAD as it pertains to the Property as well as a Site Plan modification.

D. The PAD modification includes removing the Property from the requirements of Condition 14F "All exterior Auto Center lighting sources shall be limited to color corrected metal halide" as well as the requirements of Condition 16 "Permitted Uses on Lots F and G shall be limited to C-2 uses only." Under the current Mesa Zoning Ordinance C-2 is classified as Limited Commercial (LC).

E. The removal of Condition 16 changes the zoning on the Property to Limited Industrial (LI) which will allow for the development of automobile/vehicle sales and leasing on the Property.

F. In exchange for removing the Conditions on the Property, the Owner has agreed to limit the land uses on the Property to those uses that are permitted in the Light Industrial (LI) zoning district that are also permitted in the Limited Commercial (LC) zoning district.

G. The Owner and the City acknowledge that allowing auto sales and leasing on the Property will have planning and economic benefits to both the City and the Owner.

H. The Parties desire to enter into this Agreement for the purpose of limiting some of the uses permitted in the Light Industrial district that are incompatible with the original PAD, intending this document to be a "Development Agreement" within the meaning of A. R. S. § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties state, confirm and agree as follows:

1. Owner's Duties and Obligations. Owner, its successors and assigns agree that the obligations set forth in this Agreement are covenants running with the land that are binding and enforceable upon Owners, its successors and assigns.

1.1 Prohibited Uses. The uses listed below shall be prohibited on the Property.

Correctional Transitional Housing Facility;
Industrial Trade Schools;
Laboratories;
Automobile/Vehicle Repair, Major;
Large Vehicle and Equipment Sales, Services, and Rental;
Light Fleet-Based Services;
Medical Marijuana Dispensaries;
Medical Marijuana Cultivation Facilities;
Commercial Parking;
Swap Meets and Flea Markets;
Handicraft/Custom Manufacturing;
Light Assembly/Cabinetry;
General Manufacturing;
Limited Manufacturing;
Research and Development;
Recycling-Large Collection Facilities;
Warehousing and Storage including Contractors' Yards, Indoor Warehousing

and Storage and Wholesale;
Airport Land Use classifications including Aircraft Refueling Stations, Aircraft Light Maintenance, Airport Transit Station and Airport Related Long-term Parking Lots;
Freight/Truck Terminals and warehouses;
Solar Farms;
Utilities, Major;
Outdoor Display as an Accessory Use.

Additionally, a complete list of land uses permitted on the Property and the associated restrictions and other requirements is attached hereto as Exhibit D. To the extent there is a disagreement between the parties as to whether a use is allowed or permitted, such determination shall be submitted to the City's Zoning Administrator, who shall determine whether a proposed use is a prohibited use under this section of the Agreement, and such a decision shall be final and not subject to appeal.

3. Term/Termination. This Agreement shall become effective on the date this Agreement is recorded and shall continue in full force and shall automatically terminate upon the earlier of: (i) termination by the mutual written consent of the Owner and City pursuant to this Agreement (ii) the effective date of Council approved re-zoning which is in conflict with this Agreement, or (iii) fifty (50) years from the approval date of this Agreement.

4. General Provisions.

4.1 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten days after its full execution by the Parties.

4.2 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 address 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:

The City:	City of Mesa 20 East Main Street, Suite 750 Mesa, Arizona 85211 Facsimile: 480-644-2175 Attn: City Manager
With copy to:	Mesa City Attorney's Office 20 East Main Street, Suite 850

Mesa, Arizona 85211
Facsimile: 480-644-2498
Attn: Deborah J. Spinner, Esq.

Owner: Joseph and Jeanette Cardinale Trust
323 Pasadera Court
Monterey, CA 93940

With copy to: Berry Riddell LLC
Attn: Wendy R. Riddell
6750 E. Camelback Rd., Suite 100
Scottsdale, AZ 85251

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.

4.3 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.

4.4 Default. In the event a Party fails to perform or fails to otherwise act in accordance with any term or provision hereof (the "Defaulting Party") then the other Party (the "Non-Defaulting Party") may provide written notice to perform to the Defaulting Party (the "Notice of Default"). The Defaulting Party shall have 30 days from receipt of the Notice of Default to cure the default. In the event the failure is such that more than 30 days would reasonably be required to cure the default or otherwise comply with any term or provision herein, then the Defaulting Party shall notify the City of such and the timeframe needed to cure such default, so long as the Defaulting Party commences performance or compliance or gives notice of additional time needed to cure within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation; provided further, however, that no such cure period shall exceed

90 days. Any written notice shall specify the nature of the default and the manner in which the default may be satisfactorily cured, if possible.

4.5 Good Standing; Authority. Each Party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona with respect to Owner, or a municipal corporation within Arizona with respect to the City 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.

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

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

4.8 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.

4.9 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.

4.10 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.

4.11 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. (Phoenix, Arizona time) on the last day of the applicable time period provided herein.

4.12 Conflict of Interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the City 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 A.R.S. § 38-511.

4.13 Entire Agreement. This Agreement, together with the following Exhibits attached hereto (which are incorporated herein by this reference) constitute the entire agreement between the Parties:

Exhibit A: Legal Description of the Property
Exhibit B: Depiction of the Property
Exhibit C: Ordinance #3889
Exhibit D: Table of Permitted Land Uses

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement.

4.14 Time of the Essence. Time is of the essence in this Agreement and with respect to the performance required by each Party hereunder.

4.15 Severability. If any provisions of this Agreement is declared void or unenforceable, such provisions shall be severed from this Agreement, which shall otherwise remain in full force and effect.

4.16 Proposition 207 Waiver. Developer hereby waives and releases the City from any and all claims under A.R.S. § 12-1134 et seq., including any right to compensation for reduction to the fair market value of the Property, as a result of the City's approval of this Agreement. The terms of this waiver shall run with the land and shall be binding upon all subsequent landowners and shall survive the expiration or earlier termination of this Agreement.

4.17 E-Verify. To the extent applicable under A.R.S. § 41-4401 and 23-214, Owner represents and warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The City retains the legal right to randomly inspect the papers and records of any employee who works under this Agreement to ensure compliance with the above-mentioned laws.

4.18 Prior Appropriation. Pursuant to ARS § 42-17106, the City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. City represents that it intends to pay all monies due under this

Agreement if such funds have been legally appropriated. City agrees to actively request funding for future fiscal periods in order to satisfy the terms of this Agreement. However, in the event that an appropriation is not granted and operating funds are not otherwise legally available to pay the monies due or to become due under this Agreement, City shall have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide a minimum of thirty (30) calendar days' advance written notice of its intent to terminate.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above:

"City"

CITY OF MESA, an Arizona municipal corporation

By:_____
Christopher J. Brady, City Manager

ATTEST:

_____
Dee Ann Mickelsen, City Clerk

APPROVED AS TO FORM

_____
James Smith, City Attorney

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Christopher J. Brady, the City Manager for the CITY OF MESA, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

"Owner"

Joseph and Jeanette Cardinale Trust, a California Trust

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by_____ , the _____ of_____, Inc., a _____ corporation, on behalf of the corporation.

_____
Notary Public

My commission expires:

_____

EXHIBIT A
TO DEVELOPMENT AGREEMENT

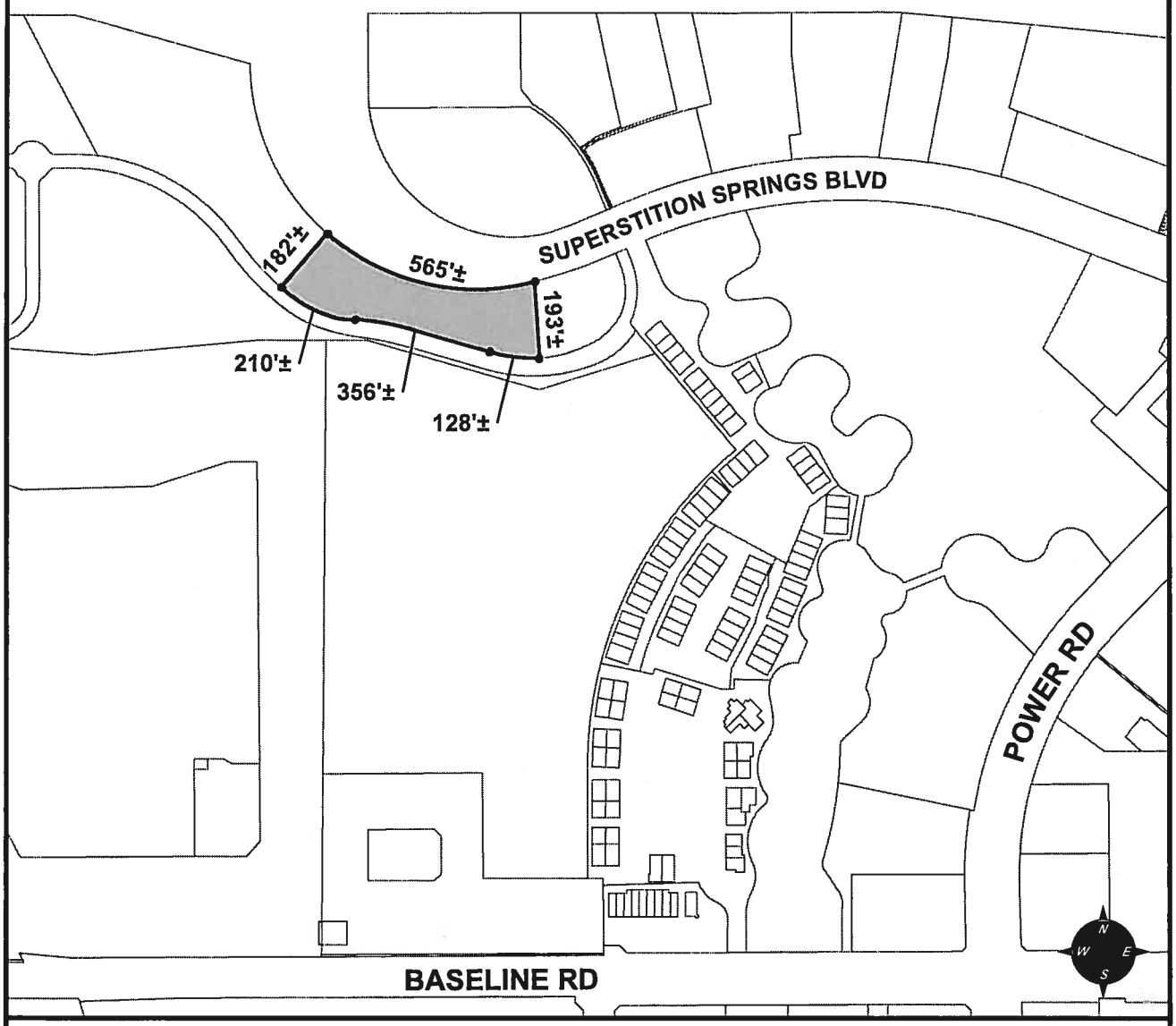
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
TO DEVELOPMENT AGREEMENT

DEPICTION OF THE PROPERTY

OFFICIAL SUPPLEMENTARY ZONING MAP
AMENDING THE CITY OF MESA ZONING MAP

60 SUPERSTITION FRWY



CASE: Z15-020
ACREAGE: 2±
REQUEST: MODIFICATION OF AN EXISTING PAD OVERLAY IN THE LI ZONING DISTRICT AND SITE PLAN MODIFICATION (2± ACRES). THIS REQUEST WILL ALLOW FOR THE DEVELOPMENT OF AUTO SALES ON LOT F.

ORDINANCE: _____

Please be advised that the attached zoning changes were approved by the Mesa City Council on , 2016 by Ordinance # . If you have any questions concerning these changes, contact the City of Mesa Planning Division at 480-644-2385.

_____ **ATTEST:** _____ **DATE:** _____

MAYOR **CITY CLERK**

"EXHIBIT C"

ORDINANCE NO. 3889

AN ORDINANCE AMENDING SECTION 11-2-2 OF THE MESA CITY CODE, CHANGING THE ZONING OF CERTAIN PROPERTY DESCRIBED IN ZONING CASE Z01-12, ADOPTING AN OFFICIAL SUPPLEMENTARY ZONING MAP AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That Section 11-2-2 of the Mesa City Code is hereby amended by adopting the Official Supplementary Zoning Map for Zoning Case Z01-12, signed by the Mayor and City Clerk, which accompanies and is annexed to this ordinance and declared a part hereof.

Section 2: The Official Supplementary Zoning Map annexed hereto is adopted subject to compliance with the following conditions:

1. Compliance with the basic development as described in the Project Narrative, Design Guidelines, and Planned Area Development Narrative (dated February 16, 2001) and as shown on the preliminary plat dated February 21, 2001 and Site Plan dated February 20, 2001 except as noted below.

2. Review and approval by the Planning and Zoning Board, Design Review Board and City Council of future development plans for the two pad buildings on lot F and G.

3. Compliance with all City development codes and regulations, unless otherwise amended by the PAD.

4. Compliance with all requirements of the Development Services Department (Engineering and Traffic Engineering, etc.), unless otherwise amended by the PAD.

5. Dedicate the right-of-way required at the time of application for a building permit, at the time of recordation of the subdivision plat, or at the time of the City's request for dedication whichever comes first.

6. Compliance with all requirements of the Subdivision Technical Review Committee.

7. Compliance with all requirements of the Design Review Board for all lots with specific attention to a coordinated landscape design and sign plan.

8. Review and approval of a Special Use Permit by the Board of Adjustment for a comprehensive sign plan.

9. No drive through restaurants on lots F or G.

10. Appropriate screening of all roof top and upper level auto storage and mechanical equipment from all public rights-of-way to be approved by the Design Review Board.

11. Provide a 2' clear width of landscape area along the Golf Course and along US 60/Superstition Springs Boulevard. Developer shall also install trees outside of the perimeter wall (on the Golf Course) adjacent to the west and south sides of the property. Trees shall be clustered to blend with existing Golf Course landscaping, shall be spaced 15' on center (average), a minimum 50% of required trees shall be 24" box or larger, and the remainder shall be at least 15 gallon.

12. A vertical curb or screen wall shall be provided adjacent to display parking along the loop road to prevent parking encroachment into the required landscaping.

13. Provide a 10' clear width of landscape area along the loop road in front of all display areas.

14. Lighting

A. Parking area lighting associated with retail Lots F and G shall be designed so as to provide an average illumination level of 2 foot-candles with a maximum to average ratio 4 to 1.

B. Auto Center front row display area lighting (along loop road, US 60, and Superstition Springs Boulevard) shall be designed so as to provide a maximum illumination level at the bumper of 55 foot-candles during hours of operation reducing to an average of 10-foot candles during off-hours for security lighting.

C. Auto Center retail lot area lighting shall be designed so as to provide a maximum illumination level of 40 foot-candles during hours of operation reducing to an average 5 foot-candles during off-hours for security lighting.

D. Pole heights in the retail parking associated with Lots F and G shall be installed such that the bottom of lighting fixtures shall be at 20'-0" maximum height above finished grade.

E. Pole heights in the Auto Center front row display area and retail lot area shall be installed such that the bottom of lighting fixtures shall be at 24'-0" maximum height above finished grade. Pole heights in the Auto Center service, storage, and employee parking area shall be installed such that the bottom of lighting fixtures shall be at 20'-0" maximum height above finished grade.

F. All exterior Auto Center lighting sources shall be limited to color corrected metal halide.

G. All area lighting fixtures shall be limited to the Gardco Gullwing series and the Kim Architype series fixtures, or equal.

H. Wall mounted lighting fixtures shall be limited to fixtures of full-cutoff and shielded construction. Installation of such fixtures shall be limited to a maximum mounting height of 15'-0" above finished grade. No "wall packs" shall be installed.

15. Outdoor speakers may not be used for paging purposes. All paging shall occur with hand-held, electronic pagers or similar devices.

16. Permitted Uses on Lots F and G shall be limited to C-2 uses only.

17. All loop road and perimeter landscaping adjacent to each respective lot shall be installed prior to the issuance of a Certificate of Occupancy for such lot.

18. In the event of a conflict between the above stipulations and the PAD, the stipulations shall control.

Section 3: PENALTY. Any person, firm or corporation that violates any of the provisions of this Ordinance shall be guilty of a misdemeanor. Upon conviction persons shall be punished by a fine not to exceed $2,500.00, or by imprisonment in the City Jail for a period not to exceed six (6) months, or by both such fine and imprisonment. Upon conviction, firms or corporations shall be punished by a fine not to exceed $20,000. Each day of violation continued shall be a separate offense, punishable as described above.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 21st day of May, 2001.

APPROVED:

Keno Hawker

Mayor

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ.

ATTEST:

Barbara Jones

City Clerk

DC\LD:cal
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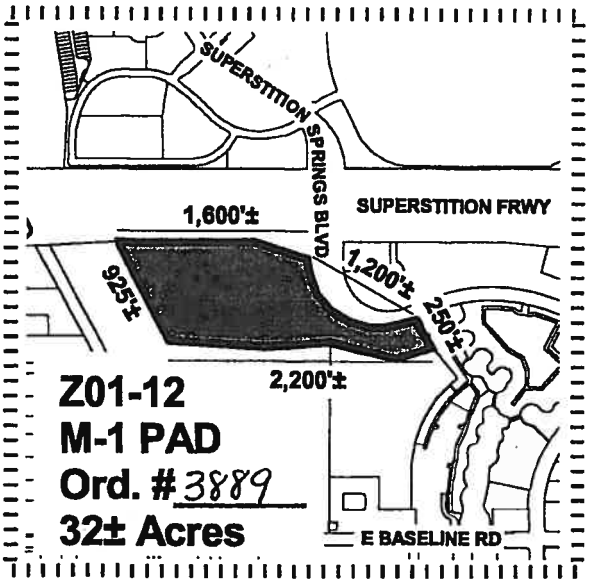
OFFICIAL SUPPLEMENTARY ZONING MAP
AMENDING THE CITY OF MESA ZONING MAP



Please be advised that the attached zoning changes were approved by the Mesa City Council on May 21, 2001 by Ordinance # 3889. If you have any questions concerning these changes, contact the City of Mesa Community Development Department at 480-644-2385.

Ken Hawker — **ATTEST:** Barbara Jones — **DATE:** 5/21/01

MAYOR — **CITY CLERK**

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ.

"EXHIBIT D"
(TABLE OF PERMITTED LAND USES)

P&Z Hearing Date: January 20, 2016
P&Z Case Number: Z15-020

Proposed table of permitted uses for Lot F at Superstition Springs Auto Center

The table below is for clarification of permitted uses for lot F at Superstition Springs Auto Center. Utilizing the table of proposed uses for LI district and eliminating uses that are not allowed in the LC district. The table does show permitted use of the automobile vehicle sales and leasing as proposed with this PAD Modification.

Land Use Regulations

In Table 11-7-2, which follows, the land use regulations for each Employment Zoning District are established by letter designations as follows:

"P" designates use classifications permitted.

"TUP" designates use classifications permitted on approval of a Temporary Use Permit

"SUP" designates use classifications permitted on approval of a Special Use Permit.

"CUP" designates use classifications permitted on approval of a Council Use Permit.

"(x)" a number in parentheses refers to limitation following the table.

"~~P~~" designates a prohibited use.

Use classifications not listed are prohibited. The "Additional Use Regulations" column includes specific limitations applicable to the use classification or refers to regulations located elsewhere in this Ordinance.

Table 11-7-2: Employment Districts		
Proposed Use	*LI* (M-1)	*Additional Use Regulations*
Residential Use Classifications		
Correctional Transitional Housing Facility (CTHF)	~~P~~	Section 11-31-12, Correctional Transitional Housing Facilities
Public and Semi-Public Use Classifications		
Clubs and Lodges	P (10)	
Colleges and Universities Colleges and Trade Schools, Public or Private		
Colleges and Universities	P (10,11)	
Commercial Trade Schools	P (10,11)	
Industrial Trade Schools	~~P~~	
Cultural Institutions	SUP (10)	
Day Care Centers	P (10, 11)	
Government Offices	P	
Hospitals and Clinics		
Clinics	SUP (10, 11)	Section 11-31-15, Hospitals and Clinics
Hospitals	P (10, 11)	
Places of Worship	P (10)	Section 11-31-22, Places of Worship
Public Safety Facilities	P	
Public Maintenance Facilities	~~P~~	
Schools, Public or Private	CUP (10, 11)	Section 11-31-24, Schools

{00189515.1}

"EXHIBIT D"
(TABLE OF PERMITTED LAND USES)

P&Z Hearing Date: January 20, 2016
P&Z Case Number: Z15-020

Table 11-7-2: Employment Districts		
Proposed Use	***LI*** (M-1)	*Additional Use Regulations*
Commercial Use Classifications		
Animal Sales and Services		
Kennels	~~P (requires~~ SUP ~~in I.C)~~	
Pet Stores	P	
Veterinary Services	P	
Artists' Studios	P	
Automobile/Vehicle Sales and Services		
Automobile Rentals	~~P(requires~~ SUP ~~in I.C)~~	Section 11-31-5, Automobile Rentals; Automobile/ Vehicle Sales and Leasing
Automobile/Vehicle Sales and Leasing	P	
Automobile/Vehicle Repair, Major	~~P~~	Section 11-31-6, Automobile/ Vehicle Repair; Major and Minor
Automobile/Vehicle Service and Repair, Minor	P	
Automobile/Vehicle Washing	~~P(requires~~ SUP ~~in I.C)~~	Section 11-31-7, Automobile/ Vehicle Washing
Large Vehicle and Equipment Sales, Services, and Rental	~~P~~	Section 11-31-5, Automobile Rentals; Automobile/ Vehicle Sales and Leasing
Service Station	SUP	Section 11-31-25, Service Stations
Towing and Impound	~~P~~	
Banks and Financial Institutions	P	
With Drive-Thru Facilities	P	
Building Materials and Services	P	
Business Services	P	
Commercial Recreation		
Small-Scale	P (10, 12)	
Large-Scale	~~P~~ (10, 12) ~~(requires~~ SUP ~~in I.C)~~	
Eating and Drinking Establishments		
Bars/Clubs/Lounges	P	Section 11-31-19, Outdoor Eating Areas
Coffee Shops/Cafes	P	
Restaurants, Bar and Grill	P	
Restaurants, Full-Service	P	
Restaurants, Limited Service	P	
With Drive-Thru Facilities	~~P~~ per ordinance 3889	
With Outdoor Seating Areas	P (10,11)	
Off-track Betting	P (14, 15)	
With Live Entertainment	P	
Food and Beverage Sales		
Convenience Market	P(1,7)	Section 11-31-11, Convenience Markets
Funeral Parlors and Mortuaries	P	
Hotels and Motels	P	
Laboratories	~~P~~	
Light Fleet-Based Services	~~P~~	
Live-Work Units	SUP (10,11)	Section 11-31-17, Live Work Units

{00189515.1}

"EXHIBIT D"
(TABLE OF PERMITTED LAND USES)

P&Z Hearing Date: January 20, 2016
P&Z Case Number: Z15-020

Table 11-7-2: Employment Districts		
Proposed Use	*LI* (M-1)	*Additional Use Regulations*
Maintenance and Repair Services	P	
Medical Marijuana Dispensaries	~~P~~	Section 11-31-34
Medical Marijuana Cultivation Facilities (Accessory to Medical Marijuana Dispensaries)	~~P~~	
Medical Marijuana Cultivation Facilities	~~P~~	
Offices		
Business and Professional	P	
Medical and Dental	P	
Parking, Commercial	~~P~~	
Personal Services	P	
Plant Nurseries and Garden Centers	~~P(requires~~ SUP ~~in I.C)~~	
Retail Sales		
General	P	
Large Format	CUP	Section 11-31-16, Large Format Retail
Swap Meets and Flea Markets	~~P~~	Section 11-31-30, Temporary Uses: Swap Meets and Farmer's Markets
Tattoo and Body Piercing Parlors	P	
Employment and Industrial Use Classifications		
Handicraft/Custom Manufacturing	~~P(5)~~	
Light Assembly/Cabinetry	~~P(5)~~	
Manufacturing, General	~~P(5)~~	
Manufacturing, Limited	~~P(5)~~	
Research and Development	~~P(5)~~	
Recycling Facilities		
Reverse Vending Machines	P	Section 11-31-23
Small Indoor Collection Facilities	~~P(requires~~ SUP ~~in I.C)~~	
Large Collection Facilities	~~P~~	
Warehousing and Storage		
Contractors' Yards	~~P~~	
Indoor Warehousing and Storage	~~P~~	
Mini-Storage	P	
Wholesale	~~P~~	
Airport Land Use Classifications		
Aircraft Refueling Stations	~~P~~	
Aircraft Light Maintenance	~~P~~	
Airport Transit Station	~~P~~	

{00189515.1}

"EXHIBIT D"
(TABLE OF PERMITTED LAND USES)

P&Z Hearing Date: January 20, 2016
P&Z Case Number: Z15-020

Table 11-7-2: Employment Districts		
Proposed Use	***LI*** (M-1)	*Additional Use Regulations*
Airport Related Long-term Parking Lots	~~P~~	
Heliports	SUP ~~(13) (requires~~ **CUP** ~~in LC)~~	
Transportation, Communication, and Utilities Use Classifications		
Communication Facilities		
Antenna and Transmission Towers	See Chapter 35	
Facilities within Buildings		
Transportation Facilities		
Freight/Truck Terminals and Warehouses	~~P~~	
Transportation Passenger Terminals	P	
Utility Classifications		
Solar Farms	~~P~~	Section 11-30-15, Solar Panels and Other Energy Production Facilities
Utilities, Major	~~P~~	
Utilities, Minor	P	
Specific Accessory Uses and Facilities		
Outdoor Storage	~~P(5)~~	
Caretakers' Residences	~~P(10, 11) (requires~~ **SUP** ~~in LC)~~	
Outdoor entertainment or activities as an accessory use	~~P (10, 11) (requires~~ **SUP** ~~in LC)~~	
Outdoor Display	~~P~~	

1. Permitted if located within an office building or other commercial building and occupying no more than 1,500 square feet, and Accessory Fuel Sales are not present.
2. Permitted if floor area is no more than 10,000 square feet.
3. Must be at least 1,200 feet from any use in the same classification, and at least 1,200 feet from any school.
4. Permitted if all activities pertaining to the manufacturing or processing of the products are conducted entirely within an enclosed building, with no outside storage or display.
5. Permitted only if all activities pertaining to the manufacturing or processing of the products are conducted entirely within an enclosed building. Accessory outdoor storage permitted only if confined to the rear one-half of the lot.
6. Permitted if floor area is no more than 1,500 square feet. SUP required if greater than 1,500 sqft.
7. Granting of a SUP is required if Accessory Fuel Sales are present.
8. Permitted only if floor area is no more than 50,000 square feet.
9. Permitted only if fully screened by a minimum 7-foot high masonry screen wall composed of masonry blocks utilizing varying colors and textures arranged in an attractive design.
10. Use not permitted when the property is subject to the AOA 1 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Area.
11. Use not permitted when the property is subject to the AOA 2 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Areas.
12. Use permitted with the approval of a CUP when the property is subject to the AOA 2 overflight area, See Section 11-19-2, Runway Protection Zones and Airport Overflight Areas.
13. Heliports in Employment Districts shall be set a minimum of 2 full stories above the natural grade, unless associated with a hospital.
14. Subject to approval by the City Council and the State Racing Commission of a Tele-track Betting Establishment Permit per AAC R19-2-401 and following.
15. Permitted only when accessory to a Eating or Drinking establishment.

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